

Q&A with the Honorable Lee L. Gabriel
By Catherine Rosoff



[Editor’s Note: Judge Lee L. Gabriel was appointed to the Orange County Superior Court by Governor Gavin Newsom in 2020. Prior to that, Judge Gabriel was a deputy public defender in Orange County. He attended George Washington Law School. Please note that this interview has been edited for length and clarity.]

Q: What was the transition like from the Public Defender’s Office to joining the Orange County bench during the height of the COVID-19 pandemic?

A: COVID 19 was such a new thing, and it was it was weird coming into work, and not having any of the lawyers present in the courtroom. The only people in the courtroom were staff, and we were doing everything over Zoom. It was surreal but we were able to keep the courts open and continued allowing the litigants to access justice. If anything, I feel like COVID was a good thing in

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Does the Recently-Enacted Remote Notarization Statute Create More Issues Than It Solves?
By Honorable Maurice Sanchez and Thomas Fay

Anyone who has bought or sold a house or other real estate, created an estate plan or power of attorney, or dealt with a mechanic’s lien has likely encountered the practice of notarization. This procedure, in which a notary public verifies the identity of a person signing a document, is designed to prevent fraud or forgery and ensure the reliability and legitimacy of certain important documents.



The procedure itself is simple (at least in California): the person executing the document appears in person before the notary, who checks their identification (typically a driver’s license), verifies the identity matches that of the person named in the document, takes down their information, signature, and thumbprint in a log, and executes a certificate of acknowledgment that will accompany the document, attesting to its authenticity. The starting point, of course, is that the person executing the document must appear in person before the notary.



In the post-COVID era, however, some states, including California have begun to experiment with remote or online notarization, conducted via webcam. In 2023, the California state legislature enacted Civil Code section 1181.1 and Government Code sections 8231, et seq., also known as the Online Notarization Act. These new statutes require the Secretary of State to begin a technology project, with a required completion date no later than January 1, 2030, to enable online notarization via webcam. (Gov. Code § 8231.) Under this new system, when it becomes operational, notaries will be able to provide certificates of acknowledgement using “audio-video communication” (aka a webcam and a videoconferencing program like Zoom) in lieu of a personal appearance before the notary. (Gov. Code § 8231.4, subd. (b) (1).)

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President's Message

By Andrew R. Gray



As we turn toward the holiday season, we again recognize that the strength of ABTL has been on display. We have plenty of reasons to celebrate our organization's continued impacts on professional education, civility, public service, and networking.

Most recently, we spent time together in Maui at ABTL's 51st Annual Seminar. Thanks to the work of our planning team, including Orange County members Len Polyakov (of Newmeyer & Dillion) and Amy Laurendeau (of O'Melveny & Myers), and to our Executive Director Linda Sampson, we enjoyed five days of excellent learning opportunities in Hawaii, including presentations on visual persuasion in the courtroom, media involvement in litigation, emergency motion and discovery strategies, implicit bias, and Maui's recovery efforts. Just as importantly, we were able to connect with friends and colleagues on the golf course, on the pickleball court, around the resort, or at one of the many events hosted by our wonderful sponsors. For those members who have never attended, the annual seminar is the perfect occasion to develop meaningful relationships with lawyers and judges who will enrich your practice. We are already planning next year's event: mark your calendar for October 8-11, 2026 at the Park Hyatt Aviara Resort in Carlsbad, California.

Our dinner programs in Orange County have likewise been top notch, with packed ballrooms to enjoy recent programs on Insights from In-House Litigation Counsel and Wellness, Resiliency, and Authenticity. Just around the corner, on November 12, we will welcome Robert Schapiro, Dean and the C. Hugh Friedman Professor of Law at the University of San Diego, and his colleague Michael Ramsey, the Warren Distinguished Professor of Law at the University of San Diego, to provide a review of the major decisions from the Supreme Court's 2024/2025 Term. You won't want to miss their insights, so make sure you are registered to attend.

Notably, our Supreme Court Review dinner program is also an opportunity to give back to the community, as this program will be our annual stuffed animal drive for Orange County Superior Court's Adoption and Foster Care Programs. Please bring a new stuffed animal (or five) with you on November 12 and we will collect them for a donation to the Court. A child's moment to pick a new stuffed animal can make a big difference during a time of transition.

The stuffed animal drive piggybacks on another event that showcased ABTL's commitment to public service.

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Enforceable Arbitration Agreements in the Digital Workplace

By Katya Etemadieh, Laura Booth & Marc Miles



In today's employment landscape, electronic arbitration agreements have become a routine part of onboarding for many businesses. Employers increasingly rely on these digital agreements to manage risk, reduce litigation costs, and resolve disputes more efficiently. And with good reason: arbitration allows employers to select flexible hearing dates, maintain confidentiality over sensitive business information, and streamline the resolution of legal issues that might otherwise become prolonged and costly in court. Given these advantages, it's no surprise that electronic arbitration agreements are frequently challenged in court. Courts are paying close attention to how these agreements are presented and signed. Here's what employers need to know to protect themselves from common challenges.



The enforceability of employment arbitration agreements under California law is governed by traditional principles of contract formation, and in some instances the Federal Arbitration Act (FAA), which broadly favors arbitration and preempts conflicting state law. (*Armendariz v. Found. Health Psychcare Servs., Inc.*, 24 Cal. 4th 83, 97, 6 P.3d 669, 678 (2000).)



To be valid, an agreement must reflect mutual assent (*Cruise v. Kroger Co.*, 233 Cal. App. 4th 390, 183 Cal. Rptr. 3d 17 (2015)), be sufficiently clear in its terms, and avoid unconscionable provisions. For example, a well-drafted arbitration agreement might state:

Employee and Employer voluntarily agree that any and all disputes arising out of or related to the employment relationship, including statutory claims, shall be resolved exclusively by final and binding arbitration before a neutral arbitrator, in accordance with the rules of the American Arbitration Association or JAMS, as applicable. The arbitrator shall have the authority to award all remedies available under applicable law. The parties shall be entitled to reasonable discovery,

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Mediations—Why They Don't Succeed (It's Not Always About the Facts)

By Honorable Charles Margines (ret.)

Civil litigators are acutely aware of the benefits of mediation in resolving their clients' disputes. Typically, prior to the filing of a lawsuit, the would-be plaintiff and defendant have been exposed to the dark side of human nature: lying, bullying, sarcasm, betrayal, etc. Now, with the filing of the complaint, the parties can look forward to "all of the above" plus having to respond to written discovery, being grilled in depositions, and writing monthly checks to their attorneys—not to mention the anxiety of not knowing how the case will turn out.



Mediation offers the opportunity to resolve conflicts quickly and allow the parties a chance to get back to normalcy (or at least some measure of normalcy). Why, then, do mediations occasionally fail? Having mediated numerous cases in my 13 years on the Orange County Superior Court's unlimited civil panel and more than three years at JAMS, I offer the following reasons:

- **Suboptimal timing:**

Timing is crucial in deciding when to engage in mediation. If the mediation takes place too early, as is sometimes required by arbitration agreements or by law, the parties may lack a sufficient understanding of the other side's strengths and weaknesses to make realistic demands and offers. If mediation occurs after the parties have completed most of the discovery, their economic and emotional investment may harden their positions and make a reasonable settlement difficult to reach. This is especially true when an attorneys' fees provision is applicable and becomes the proverbial tail wagging the damages dog. If a mediation was unsuccessful because it took place too early, I strongly urge the parties to consider a second session before it's too late.

- **Setting unreasonable client expectations:**

Sometimes, in order to persuade a potential client to retain the attorney, the latter oversells the case, even to the point of painting a wildly optimistic picture of its strength. Fast forward several months, and at the pre-mediation conference with counsel, the mediator administers "reality therapy." As difficult as that may be, it is even more challenging to bring the client down to earth without driving a wedge between client and attorney, to convince the client that the million-dollar payday is only a pipe dream. It is essential that the attorney prepare the client for that discussion with the mediator. That's not an easy task, but if coun-

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YLD Update

By Katie Rosoff and Allie O'Hara



The Young Lawyers Division (“YLD”) had a very successful 2025 calendar year. The co-chairs of this past year’s YLD committee were Allie O’Hara from Latham & Watkins LLP and Katie Rosoff from Schilling Law Group, PC. We grew our committee and added two members to the Planning Committee: Joelle Leib from Rutan & Tucker, LLP and Gabrielle Szlachta-McGinn from Newmeyer & Dillon LLP.

ABTL’s YLD introduces lawyers practicing ten years or less to their ABTL chapter and helps these lawyers develop relationships with other young lawyer members. Over the course of the year, YLD hosts events like Happy Hours, Judicial Mixers, Brown Bag lunches, and MCLE events.



In June 2025, we hosted a happy hour at Puesto in Irvine, sponsored by Consilio. Everyone in attendance enjoyed thoughtful conversation over tacos and drinks on a Thursday summer evening, and all attendees had a fantastic time. We look forward to hosting another Happy Hour in the spring or summer of 2026.

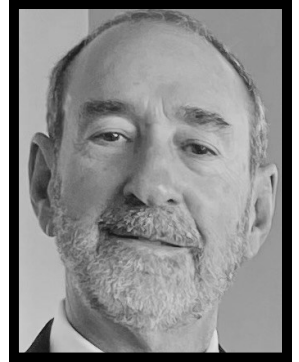
Over the course of the remainder of the calendar year, the YLD organized several Brown Bag lunches with judges sitting on the local bench. Brown bag lunches are a unique opportunity to learn from members of the Orange County bench in a small setting and receive insight and advice that will help you grow as an attorney. Many thanks to United States District Court Judges Fred Slaughter and Judge John Holcomb and Magistrate Judge Autumn Spaeth, for hosting lunches this year.

As we look forward to 2026, we will continue hosting Brown Bag lunches and hope to plan a Judicial Mixer and MCLE event for chapter members. The YLD Committee looks forward to another fun and educational year. We look forward to seeing you at our events!

♦ *Katie Rosoff is an associate at Schilling Law Group and Allie O’Hara is an associate at Latham & Watkins. They are the 2025 ABTL Orange County co-chairs of the YLD.*

The Judicial Panel on Multidistrict Litigation (JPML): What It Is and What It Does By Honorable Roger T. Benitez

The Judicial Panel on Multidistrict Litigation (JPML) is a little-known but significant body within the federal judiciary. Though it operates mostly behind the scenes, its decisions often determine the course of some of the most complex and high-stakes litigation in the United States—ranging from antitrust disputes and trademark infringement cases to nationwide product liability suits. With limited time and space, this article explains what the JPML is, why it exists, and what it does in practice.

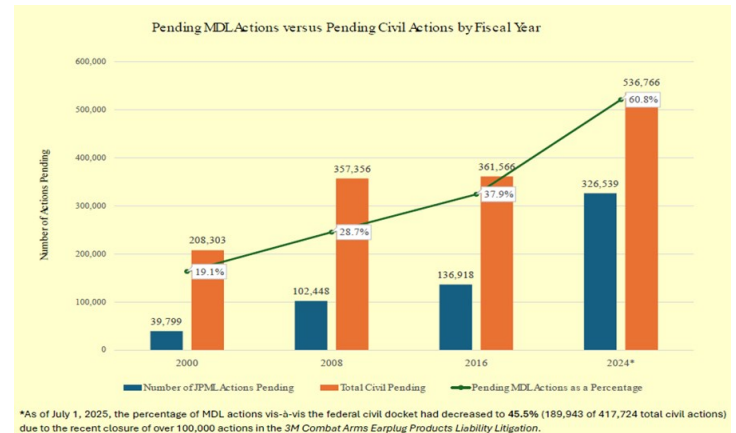


1. Origins and Purpose of the JPML

In 1968, Congress enacted 28 U.S.C. § 1407, thereby creating the JPML. In the years prior, the federal judiciary faced an unprecedented wave of litigation, particularly in antitrust cases against major industries like electrical equipment manufacturers. Dozens of nearly identical lawsuits were filed in federal courts around the country, which created the risk of inconsistent rulings and duplicative discovery. Voluntary coordination among the judges assigned to the cases across the country worked for the electrical antitrust cases, but the shortcomings of collective, voluntary efforts quickly became apparent. To address the problem of duplicative litigation in a formal way, Congress empowered a special judicial panel to decide whether related cases should be centralized in a single court for coordinated or consolidated pretrial proceedings.

2. Impact of the JPML

As demonstrated in the graph below, which reflects the recent trend of JPML cases within the federal civil case inventory, MDL cases play a prominent role in our federal system.



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that it gave more people access to justice. It gave everybody access where you could just join via Zoom rather than having to travel to the Courthouse for a 5-minute appearance for a CMC.

Personally, I like to have CMC hearings rather than ruling in chambers. I like to touch base with the attorneys because then I get to see who the lawyers are on the case. CMCs give me the opportunity to learn what the case is about, and I see the hearing as an opportunity to meet the lawyers who will be in my courtroom for the next two to five years litigating the case. I see it as a chance to establish a working relationship between litigants, lawyers and the Courts. So, overall, the transition has been great.

On the other hand, I was appointed during the COVID-19 pandemic and most of my pivotal training in preparation for my assignment was done over Zoom and I did not have the camaraderie of my fellow newly appointed judges. It was hard to establish that connection via Zoom. The pre-COVID judges always talked about their experiences in the classes, the in-person connections, how the classes were stressful, but it also allowed for commiseration with their fellow judges and how they learnt a lot from their fellow judges' experiences. My experience over Zoom was quite a bit different.

However, I feel that every industry had its own ripple effects from COVID. I can appreciate the perspective from the courts: as an institution, that has been around for a long time. The pandemic threw everyone for a loop, and courts had to adapt immediately to all the intricacies of working online. Training judges had to happen on the fly and online. It forced the courts to modernize as institution and increase its online footprint to adapt so that its core mission remained intact – access to justice. The Courts responded swiftly to keeping the “virtual” courthouse gates open to the public. I think that’s a huge theme that came out of the pandemic, and it made us more efficient as a profession and an institution.

Q: Prior to your time as a Judge, what are some of the skills or qualities you gained as a Deputy Public Defender that you now bring to the bench?

A: My trial skills. I did a substantial number of felony trials. So now, conducting trials, especially civil bench trials, it is comfortable to me. I think a lot of litigators who do not litigate a lot of trials, you can see their nervousness as they conduct a trial. So, I think the thing I bring to the bench a calming aspect and demeanor. It’s okay, trials have been done many times before, it will be done many times after, and, as a result, I try to let the lawyers focus on presenting their case without their nerves getting the better of them. I try to bring a very relaxed atmosphere to the bench.

Q: During your time on the bench, do you think you’ve developed some kind of judicial philosophy, or do you have some tenets that you use as guideposts in your day-to-day work?

A: I am very mindful of the fact that the decisions that we make have consequences to the litigants in a case. There are consequences to be had based upon a decision that I am making. I try to be very, very cognizant of the fact that the parties needed me to make a decision, so I always allow the lawyers to heard and to make sure I allow the attorneys the space and the time to put forth their arguments for their respective clients.

I am mindful of the limits of my power as a judge. I will rule only on what is requested of me. Due Process is important. Due process means that everybody needs to be ready to be on the same page and ready to address the same motion. It is not about an engineered result. I listen to the lawyers’ arguments and allow the lawyers the space to advocate and explain to me how the law fits with the facts in their case. I am open to the lawyers’ arguments and advocacy to show me the facts and how it fits in with precedent.

As a result, one of my philosophies is whether I am right or wrong, you will get a detailed ruling from me. You will see my reasoning and see what I am thinking and hopefully will see that my rulings are not arbitrary and capricious. I may have gotten it wrong, but you will have my reasoning for any subsequent reviews by higher courts.

Q: Are there any non-legal experiences or interests that you believe have served you especially well on the bench or have helped guide where you are now in your judicial career?

A: I was born in South Africa, and so for me, access to the law and legal system that is accessible to everybody is important to me. I have never thought of the law as an elitist profession, but as a profession that promotes justice and for that to occur, every person in our society needs access to the Courts regardless of who you are. In South Africa, certain segments of society were deprived of that access which is different how it operates in Courts in the United States. I have always been really impressed with this. I am a big advocate for continued access to the courts.

I am also an avid traveler. I love to travel for fun, and I think I am at 27 countries and counting. I love exploring new cultures, new ideas, new foods, and new ways of thinking. I think this really helped me in my legal training as it allows me to be more open to unique arguments. It also allows me to entertain arguments that are not standard in nature and of lawyers who are thinking outside of the box, and I can engage in that process. Travel has given me an open mind to enjoy the process of law more—new cul-

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tures, laws and arguments are just different, not better or worse.

Q: What do you think are some qualities or skills that lawyers in your courtroom should possess or be thinking about when they're before you?

A: To be prepared. If you look at my law and motion calendar, you can see how an argument is going to go based on the briefing. When your opening brief doesn't mention the most recent case that just came down that should guide the question presented, I must ask myself "is this lawyer prepared?" Also, it is important to respond to the arguments pointed out in the opposition. I always come prepared and ready to go, and I expect the same of the lawyers who appear before me.

Q: Are there certain skills or qualities that you believe trial court judges should possess?

A: I mentioned that preparedness is one. But on the flip side, while we want lawyers to come prepared, trial court judges, I think, should have more patience. It is a balance that we must strike - we must make sure we control our court and efficiently handle our trials so that we can end the trial and let the jury get back to the daily lives. Given how impacted our courts are, judges must keep on schedule. We certainly don't want attorneys to give us a time estimate of a witness to be one hour and ends up taking four hours. That shows a lack of preparedness on the attorneys' part. However, there also needs to be an understanding by the bench that trials are not static and to exercise patients with attorneys trying to put on their case. So, I will exercise patience with things like time estimates.

However, as trial judges, it is important to recognize it is a stressful time for the lawyers and the litigants, and we need to be patient and deal with issues in an efficient and timely basis. We also just need to be on time. If we are going to start at 9:00 a.m., we must start at 9:00 a.m. I am going to expect the lawyers to appear and be ready to go. There must be mutual respect - the court must respect the lawyers time, and the lawyers should respect the courts time.

Q: How do you try to ensure that cases are timely resolved?

A: You know, it's a work in progress. We have the Judicial Reduction Act and is encapsulated in a rule of court. But it's a constant tension. In my court, you are unlikely to get a continuance on a CMC unless the pleadings are not settled. For the CMC, I want to put you on the trial track as soon as I can because in our Court a CMC hearing occurs about six months from filing of the complaint, and then at the CMC hearing we are setting trial for about a year from

that date. For instance, in November 2025, we are setting trials for January 2027. So, while discovery may just be at the initial stages, attorneys have about year and two months in which to conduct discovery and handle any motions to need to happen on the case. That's one way I try to manage the caseloads.

I also require adherence to California Rules of Court, rule 3.110 to that we can settle the pleadings, get the case to "at issue" and set a trial date. I want compliance with the rule so that we are clear as to the expectations of the court. I will issue sanctions for failure to comply with rule of court 3.110. It is another way of moving the case along and getting my calendar under control.

Q: What is something that you think you have learned in your time on the bench that you with you had known during your years as a Deputy Public Defender?

A: I always thought the lawyers did all the work. As lawyers, we are up until late at night, writing pleadings, preparing for trial and preparing our arguments, and then we get to court and the space of minutes the judge would give his ruling. All the hard work we did, and the judge would take the bench and make an off-the-cuff decision. That was my mindset when I was a Public Defender. We (the Public Defenders and District Attorneys) did all the work, and the judges just sat there, lean back, and just say "granted" or "denied."

I was disabused of that notion by the incredible hard work judges do. I am a firm believer in respecting the lawyers' time, so if lawyers have written a brief or something similar, I am going to read it before the motion or trial so that I understand the framing of the issues. Most judges do this and often taking place after work or on the weekends. On an impacted law and motions calendar that is a lot of reading and writing for the judge. I make sure that I am fully prepared so that the lawyer does not have repeat what was in his papers and the hearing.

There is an incredible amount of hard work that goes into being a judge. It is a constant learning experience that is helped by good and succinct writing by the lawyers. I did not realize the incredible amount of hard work that judges do in preparing for their cases. At the end of the day, the lawyers and litigants should be confident that the judge has done his part to be prepared for the case which I believe pays respect and homage to the idea of the litigants' accessing the courts for justice. We all play a key role in the administration of justice, and I think that both judges and lawyers who work in the system work incredibly hard but in different and unique ways.

♦ *Judge Lee was interviewed by Catherine Rosoff of Schilling Law Group.*

-Remote Notarization: Continued from page 1-

California is not the first state to adopt such a system. Virginia adopted an electronic notary system in the first decade of this century that permits remote appearances before the notary. Under Virginia's system, the notary must establish the signing person's identity through (1) prior personal knowledge; (2) prior in-person identity proofing by an employer, law firm, or a bank; (3) a digital certificate authenticated by biometrics or Personal Identity Verification (a federal standard); or (4) knowledge-based authentication – a quiz on the signer's personal information created by the notary public using information pulled from public records. (A Handbook for Virginia Notaries Public (2024 ed.), p. 7.) Other states, including Texas and Nebraska, have adopted similar systems.

Virginia's system and other remote notarization systems can result in notarized documents that are effective even in California. Under Civil Code section 1189, subdivision (b), "Any certificate of acknowledgement taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgement is made." The ambiguities this rule presents are obvious. What does "taken in another place" mean in the context of remote online notarization? Does it refer to the location of the notary? The location of the signer? Both?

How about neither? Virginia's online notary law permits its notaries to "perform notarial acts outside the Commonwealth [of Virginia], where such notarial acts are performed in accordance with [Virginia law]." (Code of Virginia § 47.1-13, subd. B.) It further explains that "An electronic notarial act performed in accordance with this chapter shall be deemed to have been performed within the Commonwealth and is governed by Virginia law." (Code of Virginia § 47.1-13, subd. D.) Does that mean any certificate of acknowledgement executed by a Virginia notary is deemed to have occurred in Virginia, regardless of the physical locations of the notary or signer? And does that conclusion control California's determination of "the place where the acknowledgement is made" under Civil Code section 1189, subdivision (b)?

Moreover, though the development of online notarization via webcam is a natural and understandable reaction to the rise in remote work and the widespread popularity of videoconferencing software, the pace of technological progress may have created issues that lawmakers did not anticipate. To wit: It is now possible, using publicly available software, to convincingly impersonate another person over videoconferencing software in real time. (Levi, *Deep-Live-Cam: A real-time face swap tool that lets anyone impersonate you in fake video calls or livestream* (Aug. 16, 2024) [https://techstartups.com/2024/08/16/deep-live-cam-a-real-time-face-swap-tool-that-lets-anyone-impersonate-you-in-](https://techstartups.com/2024/08/16/deep-live-cam-a-real-time-face-swap-tool-that-lets-anyone-impersonate-you-in-livestream-or-fake-video-calls/)

[livestream-or-fake-video-calls/](https://techstartups.com/2024/08/16/deep-live-cam-a-real-time-face-swap-tool-that-lets-anyone-impersonate-you-in-livestream-or-fake-video-calls/) (as of Jul. 23, 2025).) These tools have already been used to effectuate large-scale financial fraud. (Growcoot, *Financier Scammed of \$25.6 Million After Meeting with Deepfakes* (Feb. 5, 2024) <https://petapixel.com/2024/02/05/financier-scammed-of-25-6-million-after-meeting-with-deepfakes/> (as of Jul. 23, 2025).) Further, Virginia's knowledge-based authentication system has also arguably been compromised by the development of large language model AIs like OpenAI's ChatGPT, Google's Gemini, or xAI's Grok, which can search public records to provide answers to detailed personal questions nearly instantly. OpenAI's CEO recently warned of the possibility of an incipient "fraud crisis," arising from these issues. (Duffy, *OpenAI CEO Sam Altman warns of an AI "Fraud Crisis"* (Jul. 22, 2025) <https://www.cnn.com/2025/07/22/tech/openai-sam-altman-fraud-crisis/> (as of Jul. 24, 2025).)

Thus far, there are no reported California cases dealing with the issue of remote notarization. Remotely notarized documents have, over the last several years, begun popping up in trial court settings, including "assisted reproduction agreements for gestational carriers," i.e., surrogacy agreements, which are filed in family court. In those agreements, the signatures of the parties are required to be notarized or "witnessed by an equivalent method of affirmation as required in the jurisdiction where the ... agreement ... is executed." (Family Code § 7962 (c).) Despite the statutory language allowing the use of alternative methods of affirmation, notarization remains the most commonly used method. Complications may arise if the surrogate and prospective parents reside in different states or countries, which is often the case.

Legal practitioners, technology professionals, and lawmakers should continue to keep themselves apprised of the latest developments in this rapidly developing field.

♦ *The Honorable Maurice Sanchez is an Associate Justice and Thomas Fay is an attorney in the California Court of Appeal, Fourth District, Division Three*

-President's Message: Continued from page 2-

This year our chapter was able to raise more than \$40,000 for the Public Law Center of Orange County at the Robert E. Palmer Wine Tasting Dinner Program.

In addition to these programs, our members should be aware of the opportunities ABTL is creating for the young attorneys in Orange County. Over the last five months our Young Lawyers Division ("YLD") has hosted three brown bag lunches with United States District Court Judge John Holcomb, United States District Court Judge Fred Slaughter, and United States Magistrate Judge Autumn Spaeth. Our YLD also hosted a successful Happy Hour for our young attorneys in June. All ABTL attorney members who have been practicing less than 10 years are welcome and it is free to attend YLD events, so please encourage members of your team to get involved.

All of these events are made possible by the active participation of our members. The Association of Business Trial Lawyers has become a prime destination for talented attorneys and jurists who seek an open dialogue on issues facing business litigators. Indeed, as a result of the enthusiasm for our organization, we recently broke the Orange County Chapter's membership record!

We look forward to seeing you at our upcoming events and thank you for your continued support of ABTL-OC.

♦ *Andrew Gray is a partner at Latham & Watkins.*

-Arbitration Agreements: Continued from page 3-

including depositions, document requests, and subpoenas, consistent with the discovery rights provided under applicable law. The Employer shall bear all costs unique to arbitration, including arbitrator fees and administrative expenses. This agreement is governed by the Federal Arbitration Act and shall be severable if any provision is found unenforceable. By entering into this agreement, both parties waive the right to a jury trial and agree to resolve disputes solely through individual arbitration, excluding class, collective, or representative actions unless both parties expressly agree otherwise in writing after a dispute arises.

Such language reflects mutuality, incorporates fair procedures, and avoids the pitfalls that employees use to challenge the agreement such as ambiguity, one-sided obligations, or lack of notice. This type of provision can be included in an employer's electronic onboarding materials and may require an electronic signature. (*Ruiz v. Moss Bros. Auto Grp.*, 232 Cal App. 4th 836, 843 (2014, finding that electronic signature has same legal effect as written signature.)

However, there's an added layer of complexity when arbitration agreements are presented electronically: the validity of the employee's electronic signature. The burden of proving the existence of a valid agreement by a preponderance of the evidence falls on the party seeking to enforce the agreement, predominantly the employer. (*Rosenthal v. Great W. Fin. Sec. Corp.*, 14 Cal 4th 394, 413 (1996).)

A recent District Court decision offers a roadmap for businesses using electronic arbitration agreements during onboarding. (*Waggoner v. Panera, LLC*, No. 5:25-cv-00622-JLS-AJR, 2025 WL 2377072 (C.D. Cal. May 20, 2025).) There, the employee argued that the agreement was unfair and that someone else signed it. First, the court found the agreement was not illusory because the employer could not change it retroactively for claims that had already accrued or were known to the employee. The court also found the agreement was not unconscionable because the employee had time to review it and was not forced to sign under pressure. (See also *Denton v. WorleyParsons Grp., Inc.* 2015 WL 12746222, at *6 (C.D. Cal. Mar. 17, 2015), finding that an arbitration agreement presented to an employee in a group of documents is an acceptable way to inform an employee about an arbitration contract.)

Second, the court looked closely at how the agreement was presented and signed, and found that the employer's system was secure, well-documented, and fair. Specifically, the employee had logged into the onboarding platform using a unique username and password, reviewed the agree-

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ment, and signed it; just like it did minutes before with other forms presented electronically through the same system like tax documents and emergency contacts. Significantly, the system tracked every step with timestamps, which helped the employer track the acts of the employee and prove the signature was authentic. The employer successfully enforced the arbitration agreement that had been signed electronically.

Following the decision in *Waggoner*, best practices for protecting electronically presented, reviewed and signed employee arbitration agreements include:

- **Use secure, individual logins.** Make sure each employee accesses onboarding documents using their own unique credentials. This helps confirm that the person signing is actually the employee.
- **Track signatures and timestamps.** The system should record when and how each document is signed. This digital trail can be critical evidence if the agreement is ever disputed.
- **Make the agreement stand out.** Don't bury the arbitration agreement in a stack of other forms. Label it clearly, present it separately, and make it easy to read.
- **Give employees time to review.** Allow employees a reasonable opportunity to read the agreement. It is also wise to clarify that signing is voluntary and not rushed or coerced.
- **Protect existing claims.** When updating or revising the arbitration agreement, make sure those changes do not apply to claims that have already happened or that are already known. This helps avoid the agreement being deemed "illusory" and unenforceable.
- **Make the agreement appropriately narrow.** Be sure to clearly exclude claims that cannot be arbitrated under current law; such as certain PAGA representative actions or claims under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (EFAA) (unless and until such exclusions are lifted by statute or case law).

By combining clear drafting with thoughtful implementation, employers can significantly improve the likelihood that their electronic arbitration agreements will be upheld in court and avoid costly litigation over enforceability.

◆ *Katya Etemadieh is an associate and both Laura Booth and Marc Miles are partners in the Orange County office of Shook, Hardy & Bacon L.L.P.*

-Mediations: Continued from page 3-

sel doesn't at least commence a realistic dialogue with the client, the mediator can appear to the client to be the "bad guy" in the room, and the mediation may fail as a result.

- **Not agreeing on the issues to be addressed at the mediation:**

If the parties have different views of the significant issues to be discussed at the mediation, the result is like ships that pass in the night, and settlement is liable to be elusive. Preventing this occurrence requires a pre-mediation discussion with counsel to ascertain if the parties can agree on the issues to be addressed. If there is no such agreement, it may make sense to postpone the mediation.

- **Treating a mediation as simply another stage in litigation:**

Some attorneys approach a mediation as just another phase of the litigation process: something to get past in order to continue the battle. The confidential pre-mediation briefs that they submit to the mediator read like arbitration briefs, with nary a mention of any proof problems or other challenges they face. Along with such a one-sided and unrealistic portrait of the case come unreasonable demands, which of course impede settlement efforts. Attorneys should rest assured that the mediator, whom they have selected, will not disclose confidential information to the opposing side without permission. More importantly, counsel must be frank and open in their *ex parte* discussions with the mediator. Unless the mediator understands the problems counsel face at the upcoming trial or arbitration, the mediator will not be in a position to provide a fair evaluation of the case and propose a reasonable settlement. As well, counsel need to shed their battle armor and go into the mediation with the clear understanding and acceptance that their clients will likely have to forego some of their demands in order to reach a successful result.

- **Not allowing the parties to talk**

What's the first thing an attorney tells the client at their initial meeting? "Don't speak with anyone about the case without my OK. Don't apologize to the victim of your tort; just keep quiet!" Litigants want to talk; they want to tell their side of the story, how the incident has affected their lives, how they feel about the opposing party. Sometimes simply providing them with an outlet for their emotions is what brings the mediation to a successful conclusion. Consider allowing your client to speak either privately to the mediator or with everyone in the room. I don't advocate doing so in all mediations. However, depending on the circumstances and with appropriate safeguards, it can make the parties more amenable to resolving their dispute and going on with their lives.

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-Mediations: Continued from page 9-

- **Not trusting the mediator:**

In most mediations, the parties' demands and offers are not in the ballpark where the mediator's evaluation lands, at least not initially. After all, if the parties are in the ballpark before engaging a mediator's services, they may likely settle the dispute themselves. To accept a mediator's recommendation to reduce a demand or increase an offer, the parties must have confidence in this person, who is usually a stranger to them. In my initial meeting with parties, I tell them about my experience on the bench and as a neutral to assure them that I'm in an excellent position to evaluate the strengths and weaknesses of their case. It also helps resolve a dispute if counsel can honestly inform their clients that they too have confidence in the mediator they have selected.

- **Using an inexperienced mediator:**

Mediators are not a one-size-fits-all. There are certain areas of litigation, often in technical fields, where some mediators lack knowledge or experience. Counsel need to select a mediator knowledgeable in the relevant field, and their clients need to have trust in that person. When it's obvious that a mediator lacks these qualifications, the parties are likely to discount evaluations and settlement proposals they hear.

- **Not appreciating what the parties really want:**

Not having an understanding of what the clients—and opposing parties—actually want is a significant impediment to settlement. As mediators know, it's not always about the money. In fact, rare is the case where the only obstruction to a settlement is money. Even in a lawsuit between strangers who are never going to see each other again, pride, anger, revenge and other emotions often hinder settlement. I once conducted a settlement conference in which what sealed the deal was not the dollar amount, but rather a sincere apology from the defendant. Awareness of the non-monetary components driving the parties' demands and offers is crucial in reaching a resolution of the conflict.

- **Not recognizing the wide range of solutions mediation offers:**

As counsel know, in court, in all but rare cases, the trier of fact can award only money. And in certain cases, the judge can grant equitable relief. In mediations, on the other hand, the resourceful mediator has an almost unlimited supply of innovative ideas to settle a case. In discussing with their clients what it is they seek in mediation, counsel should keep an open mind and think creatively to assist the mediator in crafting a resolution to the dispute.

- **Lacking settlement authority:**

A seasoned mediator knows that people with settlement

authority should be in the room. That means the parties, decision-makers for business entities, insurance adjusters, etc., must be present—at least virtually—and have sufficient authority to approve reasonable settlements. The absence of decision-makers means that often, the mediation will need to be recessed in order for counsel to obtain approval of the settlement terms, and valuable momentum is lost—perhaps for so long that a settlement becomes unlikely. (See first point.)

- **Treating the insurance adjuster as a mere check-book:**

Counsel need to realize that adjusters play an important role in mediation not only because of their settlement authority, but also because they are often more knowledgeable in the area in dispute than the attorneys and have a better idea of the reasonable range of settlement amounts. Counsel should consider the adjusters' viewpoints in recommending to their clients what the next negotiating move should be.

- **Making demands or offers without a rational explanation:**

If counsel is unable to provide a factual/legal rationale when stating a dollar amount, the demand/offer lacks credibility, which in turn may lead to an equally unsubstantiated number from the opposing side. That, in turn, can take the mediation in the wrong direction.

- **Withholding information that can settle the case:**

One of the most satisfying moments in a trial lawyer's career is the Perry Mason-like extraction of a devastating admission by a witness, or the playing to the jury a *sub rosa* video showing the plaintiff, who claims the defendant physician botched his back operation, doing backflips at the local gym. Satisfying, yes, but withholding that information at a mediation may be the reason the mediation fails. If counsel has such evidence, they should weigh the satisfaction of a possible future triumph at trial against an immediate resolution at mediation. Consider what your clients would prefer.

- **Harboring ill will toward the other side:**

We are all familiar with lawsuits that were filed after months or even years of festering contempt or hatred for others; e.g., in business relationships gone wrong or among feuding relatives. Persuading these litigants to settle their dispute in a single mediation session is, of course, quite challenging; there is no magic phrase that can convince them that they need to set aside their feelings and make a "business decision." Faced with such hostility by the parties, the mediator should strive to understand what drove the parties apart and then explain to each party how the opposing party's hostility may have had a rational origin. Another important tool mediators use is to introduce the idea of

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“what if?” What if the case doesn’t settle today? See immediately below.

- **Refusing to look beyond today:**

Some parties don’t accept that a failure of mediation means going to trial, with its attendant costs and risks. I spend time telling them what could go wrong if mediation doesn’t succeed and the case proceeds to trial—such as their friendly witness may disappear or their testimony may go sideways, their attorney may become unavailable, they may prevail at trial but thereafter lose a motion for JNOV, they may lose at trial and have to pay the opposing party’s reasonable attorneys’ fees or they may prevail at trial but the defendant is judgment-proof and/or declares bankruptcy. I also emphasize one indisputable fact: They will face a steep increase in litigation costs. That discussion with the parties may not convince them to settle the dispute at the mediation, but it often cracks open the door to resolving it thereafter. I have had counsel contact me shortly after a mediation has concluded and tell me that my discussion with their clients bore fruit: The parties decided it was better to resolve the case and move on with their lives.

- **Throwing in the towel too early:**

Often, part of the mediation process involves storming off and yelling, “We’re done!” When that occurs, experienced counsel and mediators know it’s almost always a tactic in an attorney’s toolbox and not a statement to be taken at face value. A short break often restores calm to the room, and the mediation can continue.

- **Not dealing with liens before the mediation:**

Mediation is not the time to start making inquiries to lienholders. Counsel should be armed with the answers so the parties know what the bottom line is. If the amounts of liens are substantial, counsel should consider inviting the lienholders to participate in the mediation.

- **Engaging in *ad hominem* attacks on parties and counsel:**

Having been a judge for more than 28 years, I can state with the utmost certainty that it is never a good idea to engage in personal attacks in a courtroom or at a deposition. It is an especially bad idea to do so at a mediation, where part of selling your case is building trust with the opposing side. What seems like a ballpark offer may be rejected solely because the offering side has treated the recipient with contempt.

- **Allowing disputes to arise post-mediation as to settlement terms:**

After a long day of negotiations, a deal is finally struck. The parties sign a short-form settlement agreement consist-

ing primarily of deal points, and everyone goes home after breathing a sigh of relief. The next day, as counsel exchange drafts of the formal settlement agreement, disputes surface that threaten to kill the deal. What went wrong is usually counsel’s failure to anticipate potential disputes over aspects of the settlement and the need to negotiate and resolve them before they arise. Typically, the potential disputes don’t concern financial terms between the settling parties; they concern provisions such as non-disparagement, judicial preservation of jurisdiction to enforce compliance by the parties of their agreement, and confidentiality. In my mediations, I am fully engaged in the process of drafting the short-form agreement in order to prevent the settlement from falling apart. Further, I review all the terms of the settlement with the parties to prevent a case of “buyer’s remorse.” Counsel should likewise seek the mediator’s input in order to tie together all possible loose ends before they go home. Doing so will help preserve the settlement they labored so hard to achieve.

- **A final word –**

Mediation requires not only knowledge of the facts and the law underlying the parties’ dispute, but also the skills to overcome impediments that often arise as it takes place. Understanding why mediations don’t succeed will help to bring the parties to a position where they decide it’s better to settle their dispute than proceed to trial. When the parties reach that understanding and enter into a settlement, I congratulate them and tell them that although neither side obtained all that they sought, they can be sure of one thing: They will sleep better tonight than they have in months!

♦ *Hon. Charles Margines is retired from the Orange County Superior Court and is currently a neutral at JAMS.*

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In particular, the JPML plays a key role in shaping modern mass tort and complex litigation. Its decisions can:

- **Channel the cases to one court** – A single judge may suddenly oversee thousands of lawsuits affecting billions of dollars in potential damages.
- **Influence settlement dynamics**—Centralization often fosters global settlement negotiations, as parties can resolve disputes in one forum rather than litigating across the country.
- **Shape nationwide commercial conduct**—While transferee judges apply the substantive law of the cases’ original jurisdictions, their rulings often substantially impact the marketing and sale of products nationwide.
- **Manage judicial resources**—Centralization frees district courts from duplicating efforts and helps maintain consistency in rulings.

3. Structure of the JPML

The Panel is composed of seven sitting federal judges, appointed by the Chief Justice of the United States. They come from different circuits and districts to ensure geographic and institutional diversity. No two judges on the Panel may come from the same circuit. Although there is no specified term, by tradition the judges sit for seven years, unless extended. Currently, the Panel is chaired by the Hon. Karen C. Caldwell. Other judges on the panel currently are: Hon. Nathaniel Gorton, Hon. Mathew Kennelly, Hon. David Norton, Hon. Roger Benitez, Hon. Dale Kimball, and Hon. Madeline Cox Arleo. The Panel is supported by its Executive Officer, Josh Bullock, staff attorneys, its Clerk of the Panel, and a small staff. It maintains its offices in Washington, D.C.

Every two months the Panel meets and holds hearings. The Panel does not sit in one permanent location but holds hearings in different districts through the country. This traveling schedule underscores the national scope of its work and ensures access for attorneys from different regions. The Panel also has its own Panel Rules of Procedure which may be found at <https://www.jpml.uscourts.gov/>.

4. What the JPML Does

The JPML’s primary responsibility is to decide whether civil cases pending in multiple federal courts should be centralized. Centralized cases are generally known as Multi-District Litigation dockets or MDLs.

Key functions of the Panel include:

- **Centralization** decisions – Determining whether cases involving one or more common questions of fact should be centralized under 28 U.S.C. § 1407.
- **Selecting** the transferee district – Choosing which

federal district court and judge will be selected to preside over pretrial proceedings.

- **Monitoring**- Periodically verifying that an MDL is progressing consistent with the demands of the cases.
- **Managing** remands – Sending cases back to their original courts once pretrial proceedings are complete.

5. The Process of MDL Centralization

The Panel’s primary task is to decide whether there are one or more common questions of fact that relate the cases. Depending on the complexity of the cases, the Panel then considers whether centralizing the cases (creating an MDL) would “serve the convenience of the parties and witnesses” and whether centralization would “promote the just and efficient conduct of such actions.”

In deciding whether to centralize, the Panel considers:

- **The number of pending actions.** As few as two actions may be sufficient if the issue or issues are sufficiently complex and the likelihood of inconsistent rulings is great.
- **The nature** and complexity of the common question or questions.
- **Judicial efficiency.** In particular, centralization may be appropriate if actions are likely to involve overlapping discovery and motion practice.
- **Fairness** to the parties.

The process begins when a party files a motion asking the Panel to centralize related cases. The Panel then schedules the matter for a hearing. After considering the written briefs, staff recommendations, and oral arguments, the Panel meets in conference and, usually within a week or two, issues a transfer order or denies centralization. If centralization is ordered, all related cases are transferred to the chosen transferee district for coordinated pretrial management. Cases not part of the motion but which involve the same factual questions may later be brought into the MDL by subsequent motion or by the Panel *sua sponte* through its conditional transfer order process, which conditionally transfers cases filed in other districts unless a party objects to such transfer (in which case, those objections will be heard at the next hearing session).

6. Selecting the Transferee Court

Once centralization is decided, the Panel must then choose the district to which the MDL will be transferred (the transferee court) and to which judge (the transferee judge.) In reaching its decision the Panel generally will consider:

- Location of Evidence.
- Progress of related cases.
- Convenience of the parties and witnesses.

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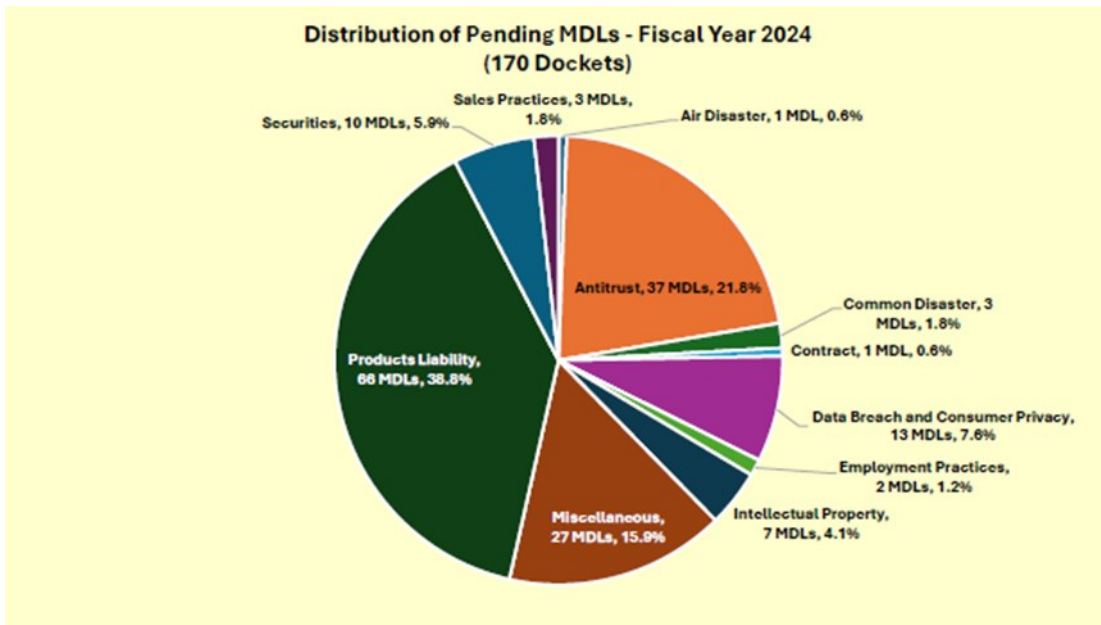
- Whether a given judge is assigned a related case, as well as that judge’s experience and expertise.
- The transferee district’s caseload as well as the transferee judge’s individual caseload.
- Other factors that may make centralization in a district or before a given judge more likely to result in the “just and efficient” conduct of the case.

8. Impact of Centralization

Once an MDL has been centralized, the transferee judge handles all pretrial matters, such as: discovery, pretrial motions including motions to dismiss, claim construction, *Daubert* rulings, and motions for summary judgment. In some instances, the transferee judge may schedule bellwether trials. The transferee judge may also take steps to promote settlement negotiations. Cases not resolved return to their original districts for trial—though in practice most MDL cases settle.

While its origins lie in electrical equipment antitrust cases scattered across the country, throughout its history, the Panel has centralized cases involving many areas of the law including securities, data breach, product liability, employment, patent, and intellectual property.

The graph below shows the current distribution of types of cases within the Panel’s case inventory.



9. Conclusion

The Judicial Panel on Multidistrict Litigation itself does not decide the substantive merits of cases, but as the “traffic cop” of the federal civil justice system, it profoundly influences how those cases are litigated and oftentimes settled. By determining whether and where complex federal litigation is centralized, the JPML ensures efficiency and consistency in the handling of disputes that span the country. For both young and experienced lawyers alike, understanding the JPML’s role is essential for effective advocacy.

♦ *Honorable Roger T. Benitez is a United States District Judge for the Southern District of California and a member of the Judicial Advisory Board of the San Diego Chapter of ABTL*



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