RIVERSIDE LAWYER

January 2012 • Volume 62 Number 1 MAGAZINE

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Should a Sputtering Economy Affect How You Value Automobile Insurance?

Invest in Your Life and Leave Your Family a Legacy

The Benefits of a Large Auto Insurance Policy

Self-Insurance: The DIY Safety Net

Bad-Faith Litigation: What It Is and What You Can Do to Improve Your Position

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Employers' Liability Coverage — What Do You Really Get?

The official publication of the Riverside County Bar Association

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RIVERSIDE LAWYER MAGAZINE

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Mission Statement

Established in 1894

The Riverside County Bar Association, established in 1894 to foster social interaction between the bench and bar, is a professional organization that provides continuing education and offers an arena to resolve various problems that face the justice system and attorneys practicing in Riverside County.

RCBA Mission Statement

The mission of the Riverside County Bar Association is to:

Serve its members, and indirectly their clients, by implementing programs that will enhance the professional capabilities and satisfaction of each of its members.

Serve its community by implementing programs that will provide opportunities for its members to contribute their unique talents to enhance the quality of life in the community.

Serve the legal system by implementing programs that will improve access to legal services and the judicial system, and will promote the fair and efficient administration of justice.

Membership Benefits

Involvement in a variety of legal entities: Lawyer Referral Service (LRS), Public Service Law Corporation (PSLC), Tel-Law, Fee Arbitration, Client Relations, Dispute Resolution Service (DRS), Barristers, Leo A. Deegan Inn of Court, Inland Empire Chapter of the Federal Bar Association, Mock Trial, State Bar Conference of Delegates, and Bridging the Gap.

Membership meetings monthly (except July and August) with keynote speakers, and participation in the many committees and sections.

Eleven issues of Riverside Lawyer published each year to update you on State Bar matters, ABA issues, local court rules, open forum for communication and timely business matters.

Social gatherings throughout the year: Installation of RCBA and Barristers Officers dinner, Annual Joint Barristers and Riverside Legal Secretaries dinner, Law Day activities, Good Citizenship Award ceremony for Riverside County high schools, and other special activities.

Continuing Legal Education brown bag lunches and section workshops. RCBA is a certified provider for MCLE programs.

MBNA Platinum Plus MasterCard, and optional insurance programs.

Discounted personal disability income and business overhead protection for the attorney and long-term care coverage for the attorney and his or her family.

Riverside Lawyer is published 11 times per year by the Riverside County Bar Association (RCBA) and is distributed to RCBA members, Riverside County judges and administrative officers of the court, community leaders and others interested in the advancement of law and justice. Advertising and announcements are due by the 6th day of the month preceding publications (e.g., October 6 for the November issue). Articles are due no later than 45 days preceding publication. All articles are subject to editing. RCBA members receive a subscription automatically. Annual subscriptions are $25.00 and single copies are $3.50.

Submission of articles and photographs to Riverside Lawyer will be deemed to be authorization and license by the author to publish the material in Riverside Lawyer.

The material printed in Riverside Lawyer does not necessarily reflect the opinions of the RCBA, the editorial staff, the Publication Committee, or other columnists. Legal issues are not discussed for the purpose of answering specific questions. Independent research of all issues is strongly encouraged.

Calendar

JANUARY

2 **Holiday- RCBA Offices Closed**

5 **Bar Publications Committee**
RCBA Boardroom - Noon

6 **Appellate Law Section**
RCBA Gabbert Gallery – Noon – 1:15 p.m.
"Procuring, Correcting and Augmenting the Record on Appeal"
Panel Discussion featuring Don Davio, Esq., Brian Unitt, Esq. and Alexandra Ward, Esq.
MCLE

10 **Civil Litigation Section**
RCBA Gabbert Gallery – Noon – 1:15 p.m.
"Litigation Ethics: Oxymoron or Laudable Goal?"
MCLE

PSLC Board of Directors Meeting
RCBA Boardroom - Noon

RCBA Board of Directors Meeting
RCBA Boardroom – 4:30 p.m.

11 **Mock Trial Steering Committee Meeting**
RCBA Boardroom - Noon

Barristers 50th Anniversary Gala Food Fight
Cask 'n Cleaver, Riverside – 5:30 p.m.

13 **General Membership Meeting**
RCBA Gabbert Gallery – Noon
"Bias: The Seven Deadly Dilemmas of Diversity"
Speaker: Carlos Cortes, Ph.D.
MCLE: 1 hr BIAS
RSVP to RCBA by January 10

16 **Martin Luther King, Jr. Holiday**

17 **Family Law Section**
RCBA Gabbert Gallery – Noon
"Qualified Domestic Orders"
Speaker: Richard Muir
MCLE

18 **Estate Planning, Probate & Elder Law Section**

20 **Bridging the Gap**
RCBA Gabbert Gallery – 8:00 a.m. – 5:00 p.m.
Free program for new admittees only
(MCLE: 5.5 hrs, including .5 hr Ethics)

24 **Mock Trial Scoring Attorney Orientation**
RCBA Gabbert Gallery - Noon

President's Message

by Robyn A. Lewis

It is hard to believe that the holidays are over and, once again, a new year is upon us. I don't know about you, but the end of the year is always such a contemplative time for me. I reassess my goals for the upcoming year; I think about what I accomplished in that year and what I can do to improve myself – improve myself as a wife and mother, as a friend, sister and daughter, as a lawyer, and this year, as the RCBA President. That's what life is all about, after all, right? A series of lessons that we can choose to ignore or that we can choose to use to be the best person that we can be.

As I have mentioned before, the RCBA board has been working tirelessly to put together a strategic plan for the bar association, which is to be implemented and followed for the next several years. The whole point of coming up with the strategic plan is to help make the RCBA the best that it can be by offering the most services it can to its members and to our community. We are working on updating our web site, exploring social media as a way to attract new members, and adding more technological resources to enable our members in the desert and in Southwest to participate in bar functions by videoconferencing. We have plans to host a leadership summit for the leaders in our legal community countywide as a way to try to strengthen our resolve to ensure that the Inland Empire receives the resources that our judicial system so greatly deserves. The RCBA has already implemented a mentorship program for its new bar admittees and will be hosting its annual "Bridging the Gap" program on January 20, 2012 to aid the newest members of our legal community in the transition from law student to practicing attorney. We are also revisiting our fee structure as well as how the RCBA is governed. And these are just some of the goals that we have set as a board.

This issue of the *Riverside Lawyer* deals with insurance. I don't really have specific comments that relate to that issue, other than that I want you to think of your membership in the RCBA as a form of insurance. The Merriam-Webster Dictionary defines insurance as "a means of guaranteeing protection or safety." By being a member of the Riverside County Bar Association, you are doing just that – you are guaranteeing the protection of your practice, your skills as an attorney, your ability to network and build your book of business, and your participation in the legal community. I would urge each of you to take advantage of the opportunities that your membership has to offer. Go to section meetings. Join a committee or join us at one of our general membership meetings or CLE events. Volunteer your time at PSLC or at DRS. Be a mentor or score a round of Mock Trial. Participate in one of our community outreach programs, such as Project Graduate. Just be involved. In doing so, you will insure the vitality of your practice, and you will be a better person for it, I promise.

Finally, I want to wish Barristers a happy anniversary. Barristers, as you probably already know, is a group for the newer attorneys in our legal community, which provides social networking as well as the opportunity to receive invaluable tips and education from both practitioners and bench officers. As a former president of Barristers, I commend the Barristers board over the last several years for revitalizing the organization, which has meant so much to so many of us in the legal community. From the time that I began practicing in Riverside in 1999, I heard story after story from more seasoned attorneys about what great times that they had while members of Barristers. Those tales prompted me to join the organization, in which I met so many of my colleagues that I now consider to be friends. I wish Barristers another 50 years of success!

Again, happy new year, and blessings to you and your families. Make 2012 the best that you can – I know I am going to try!

Robyn Lewis, president of the Riverside County Bar Association, is with the firm of J. Lewis & Associates.

Barristers President's Message

by Scott H. Talkov

The Value of a Lawyer's Reputation

"You can't build a reputation on what you are going to do," said Henry Ford. Indeed, much of a lawyer's value is his or her reputation in the legal community, a lesson that I hope no young attorney learns the hard way.

On my first day as a summer law clerk at Reid & Hellyer, Senior Attorney Jim Manning made this lesson clear: "New attorneys are presumed to have a good reputation. If you do anything to undermine that presumption, it is difficult to rehabilitate that reputation."

Dave Moore, a Reid & Hellyer attorney, recalled an incident in which a lawyer's reputation was destroyed forever over the course of a weekend. The case involved the San Bernardino train disaster of 1989, in which a runaway freight train reached 110 m.p.h. while descending the Cajon Pass, eventually derailing into a residential community, killing six people.

As discussions in the subsequent lawsuit reached an impasse, on a Friday at 5:30 p.m. before a three-day weekend, the attorney for the victims handed Dave Moore what appeared to be a conformed copy of a temporary restraining order that prohibited his client from operating its pipeline. The attorney also handed a copy to the attorney for Southern Pacific, as the TRO also prohibited the operation of freight trains through the Cajon Pass. Over the Memorial Day weekend, Southern Pacific redirected all trains around the Cajon Pass, at an expense of $139,103.90.

On Tuesday morning, the attorneys realized that the judge had denied the temporary restraining order, striking those portions of the proposed order, and signing only an order to show cause for a preliminary injunction to be heard three weeks later. Instead of providing the real order, the plaintiffs' attorney had doctored the TRO by re-inserting the stricken portions of the order and removing the date of the hearing on the order to show cause.

Southern Pacific's motion for attorneys' fees in the amount of $22,047.93 incurred in setting aside the void TRO was granted by the trial court and upheld by Justice Ramirez in the published appellate opinion in *Brewster v. Southern Pacific Transportation Co*. (1991) 235 Cal.App.3d 701.

The fee award was the least of this attorney's problems, as his reputation had been destroyed in the eyes of Dave Moore and the scores of attorneys who heard about his deceptive and fraudulent activity. "I wouldn't trust him today if he told me the sky was blue," said Dave Moore.

Six years later, the attorney resigned from the State Bar, with disciplinary charges pending, apparently having stolen the proceeds of settlements from clients, according to the L.A. Times.

Warren Buffet made this lesson clear: "It takes 20 years to build a reputation and five minutes to ruin it. If you think about that, you'll do things differently."

This month, the Barristers will be learning from those whose reputations and successes in this community were built in part through their participation in Barristers. This celebration of the 50th Anniversary of Barristers will feature Riverside County District Attorney Paul Zellerbach, who was active in Barristers in the early to mid-1980s; District Judge Virginia Phillips, who was also active at that time; former State Bar President and successful personal injury attorney Jim Heiting, who was active in the late 1970s; and Reid & Hellyer President Mike Kerbs, who was President of Barristers from 1995-96.

These distinguished speakers will be discussing what Barristers was like when they were active, including stories of the legendary food fight at Barristers. They'll also be offering their insight on how being active in Barristers has helped them in their professional success over the years.

The event will be held at the Cask 'n' Cleaver, the longtime home to Barristers, located at 1333 University Avenue in Riverside. A modest bar tab will be provided through the generous sponsorship of Reid & Hellyer, a longtime supporter of Barristers and the Riverside County Bar Association.

Congratulations to Arlene Cordoba for organizing a successful winter social, including a panel on public interest law, in December. This event, at Packinghouse Brewery in Riverside, featured Darrell Moore of Inland Counties Legal Services and a discussion by the Inland Empire Latino Lawyers Association. The Barristers and Packinghouse raised several hundred dollars in cash and toys to be donated to the RCBA Elves program.

Scott Talkov is the 2011-12 President of Barristers as well as an attorney with Reid & Hellyer, where he practices real estate and business litigation.

Should a Sputtering Economy Affect How You Value Automobile Insurance?

by Atticus N. Wegman

Beginning in 2007, the world's economic markets began to see the onset of what would later come to be known as the global economic crisis. It was created by a domino effect, with the U.S. arguably serving as the first tile to topple. Fast-forward to present time, and many of us would say that the economy has improved only slightly, if at all. Others might say that our economy has not improved to a workable level, and thus another period of recession is on the horizon.

Articulating the various factors that influence these markets is well beyond the scope of this article. This article will, however, provide vitally important information for individuals and companies contemplating reducing or eliminating their automobile insurance policies to save money during these depressed economic times. While some might view this as a simple "budget reduction," a more accurate characterization would be "walking a dangerously thin line." As this article will highlight, automobile insurance is a necessary expense, even in tough economic times.

First-Party v. Third-Party Automobile Insurance Coverage

In the automobile insurance world, there are two main types of coverage: first-party and third-party. Third-party coverage provides an indemnity up to the policy limits for any liability incurred on your behalf. Basically, this protects you when you are found to be liable for an accident that involves a third party – commonly referred to as "bodily injury" or "liability" coverage. The amount of this coverage is usually paid directly to the third party upon resolution. If you are found at fault for an accident that causes another party damages and you do not have any automobile insurance coverage, you will not have any cushion to protect your company, house, bank accounts, or other assets. Thus, you or your business may be personally liable.

First-party coverage refers to an insurance contract by which the insurer agrees to pay benefits directly to its insured (you) on the occurrence of a possible future event (such as being involved in an accident with an uninsured motorist). First-party coverage can be found in the portion of your automobile declarations page that is titled "under and uninsured motorist," "UIMBI," "UMBI," "UIM," or "UM" coverage. However, as with third-party coverage, before you can recover insurance proceeds, your insurance company will still require proof of fault and either the absence of insurance for the third party (uninsured) or a third party's policy that is insufficient to cover your damage (underinsured). The caveat for many policies that provide underinsured coverage is that you will only be able to dip into this portion of your insurance if it is higher than the policy of the third party (the party that is at fault).

The Insurance Reduction Trend

Earlier this year, the National Association of Insurance Commissioners released the results of a survey titled "Economic Trends Impacting Auto Insurance." This study, which included responses from over 1,000 people over the age of 18 from all over the United States, found that nearly 20 percent of drivers have reduced or canceled their automobile insurance coverage to gain immediate financial relief. (See http://www.naic.org/Releases/2011_docs/economic_trends_impact_auto_insurance.htm.) As you will see, this study reinforces the need to protect yourself, not in the event of causing an accident, but in the event of suffering injuries at the hands of another driver.

As individuals begin eliminating their automobile insurance policies to save expenses in this economic climate, the direct result is more uninsured drivers on our roads. The effect of this is cause for concern, as, statistically speaking, more accidents will be caused by people who have no insurance. An additional concern is the driving habits of individuals in today's cell phone age.

It's the Law

First and foremost, having automobile insurance is the law in California. Pursuant to the California Vehicle and Insurance Codes, all drivers are legally required to maintain financial responsibility at a statutorily set minimum amount of $15,000 per person and $30,000 per accident (subject to exceptions for those who wish

to self-insure). This is a minimum requirement of coverage that one must carry in order to compensate others in the event of an accident. Additionally, pursuant to legislation enacted by Californians, all automobile policies must provide uninsured/underinsured motorist coverage equal to your third-party coverage, but only up to $30,000 per person and $60,000 per accident (unless explicitly waived). Although many people wisely choose to carry third-party coverage above $15,000 or even $30,000, insurance companies are only required to provide equal UM/UIM (first-party) coverage up to $30,000. Thus, in a perfect world, if all motorists obeyed the law, all motorists would have insurance (though the amount mandated by law is oftentimes inadequate to fully protect yourself or others). As anyone would readily admit, this is not a perfect world.

Protecting Yourself from Cost-Cutting Uninsured Motorists

Now that we understand the main differences between first-party and third-party automobile coverage and recognize the increased risk of uninsured or underinsured drivers in today's economy, we must answer the question of how to protect ourselves. The answer seems simple: increase your uninsured/underinsured motorist coverage. In California, however, a motorist's first-party coverage cannot exceed the limits of his or her third-party coverage. Therefore, it is advised that first-party uninsured/underinsured coverage be obtained in an amount equal to the third-party liability coverage obtained. The reason is simple: you should insure yourself for injuries caused by others in an amount equal to what you are insuring others for injuries you might cause.

Severe injuries suffered during an accident may lead to exorbitant medical bills, lost time at work, and future medical treatment. Thus, it is important that you have adequate insurance to cover these expenses. If not, you may be required to reach into your own pocket.

The following examples illustrate when underinsured motorist coverage applies. Assume your automobile insurance policy provides for $100,000 per person/$300,000 per accident third-party coverage and you do not have any uninsured/underinsured motorist coverage. Now, if an uninsured motorist in an automobile accident injures you, you are not covered for your own injuries under your own insurance policy. In this case, you are in a position where you have protected yourself against claims by others but failed to protect yourself if injured by an uninsured driver. Thus, you will not receive compensation or reimbursement for your medical bills, lost income or pain and suffering.

Now, take the above scenario, but assume that you carry a policy that provides $100,000 per person/$300,000 per accident third-party coverage and $50,000 per person/$100,000 per accident first-party uninsured/underinsured motorist coverage. Also assume that a motorist with a $50,000 per person /$100,000 per accident third-party coverage injures you. Here, you cannot access your own underinsured motorist policy, because in California your uninsured/underinsured motorist coverage is only available for recovery of amounts greater than the at-fault motorist's third-party coverage.

Finally, assume the same facts, but let's say you make your uninsured/underinsured motorist coverage equal to your $100,000 per person/$300,000 per accident third-party coverage. In this case, you would be able to recover up to $100,000 for your damages: $50,000 would come from the at-fault motorist's third-party coverage, and the other $50,000 would come from the difference between your $100,000 per person/$300,000 per accident uninsured/underinsured motorist coverage and the at-fault motorist's $50,000 per person third-party coverage.

The above examples illustrate the importance of maintaining uninsured/underinsured motorist coverage at an amount equal to your third-party coverage. This is especially so in today's economic climate, accompanied by the increase of accidents caused from cell phone use. Simply put, the fewer people with third-party coverage policies who cause accidents, the greater your need for first-party uninsured/underinsured motorist coverage.

Businesses Can Benefit from Automobile Insurance

Aside from protecting yourself or your company by making sure you have adequate first-party coverage, there is another lesser-known benefit to individuals and businesses that have automobile insurance. This benefit is the automobile insurance company's duty to defend you from any legal action taken by another party against you. The duty to defend is a legal obligation on behalf of the insurance company to protect you by providing you with a legal defense to a lawsuit brought against you for acts that are insured against under your insurance policy. This is true even if the lawsuit is based on groundless, false, or fraudulent allegations, or even if it over-exaggerates the injuries suffered in an accident. The law imposes an implied obligation to defend where it is not expressly and clearly omitted from the par-

ticular risk. Moreover, the duty to defend generally applies to all types of insurance, including homeowner's insurance and commercial casualty insurance.

For example, assume your business has automobile insurance for the vehicles it uses for its business, such as company vehicles or vehicles used to transport goods. Now assume one of your vehicles is involved in an accident, and even though your employee driver was not at fault, you are being sued. In this case, you might think you need to hire legal counsel to represent you and your employee driver; however, you may not. Though your employee was not at fault and the plaintiff's allegations are baseless, based on your insurance coverage, your automobile insurance company has a duty to hire legal counsel to protect you and your employee and fight the lawsuit. If your business was without this insurance coverage, you might have been forced to hire legal counsel and pay attorney's fees and costs for a lawsuit, even if you were ultimately found not liable.

After a deeper look, hopefully you see not only the significant legal and financial value of automobile insurance, but also the increasing need to have insurance to protect yourself as much as you are protecting others.

Atticus N. Wegman is an attorney with Aitken Aitken & Cohn in Santa Ana, California. The firm is considered one of the top plaintiffs' firms in California and was recognized as a Tier I firm by U.S. News and World Report. Mr. Wegman practices personal injury law, including wrongful death, products liability and general negligence. He can be reached at (714) 434-1424 or atticus@aitkenlaw.com.

Volunteers Needed

Family Law and
Criminal Law Attorneys
are needed to volunteer their services as arbitrators on the
RCBA Fee Arbitration Program.

If you are a member of the RCBA and can help, or for more info, please contact Lisa
at (951) 682-1015
or feearb@riversidecountybar.com.

Invest in Your Life and Leave Your Family a Legacy

by Eric Gerwig, CLU, ChFC

The current economic environment has caused many of us to doubt the certainty of our financial futures. It's becoming harder to earn a living, and now we have to worry about higher potential income tax rates taking more of our earnings. The current top federal income tax rate is 35%. However, with an official national debt that exceeds $12 trillion, do you believe tax rates will be going up or down? The average top federal income tax rate over the last 100 years is north of 59%. Our tax could go up another 20% before we get to the average, and there is almost nothing to stop this from happening.

Planning for retirement is becoming more and more difficult. Forget for a second how it's become harder to earn a dollar and how taxes cut into your retirement. Have you reviewed your 401(k) sub-accounts or mutual fund performance over the last few years? Look at historical performance, and you will notice that many funds are flat or slightly down over a 10-year period. A volatile market makes future investment returns harder to predict and certainly almost impossible to guarantee.

As we enter the later stages of our lives, it's natural to think about family, retirement and the future of our children and grandchildren. You may be aware of the financial hurdles that you will be facing. But are you aware that you have an opportunity to help plan for your own retirement and also leave your heirs a legacy to help them achieve a successful future? The key to the success of this planning is taking action without delay, and time is of the essence. Planning is mandatory for a successful retirement and to leave a lasting legacy for those you care for. Without planning, income taxes can eat away at your retirement, and estate taxes can reduce what you leave your heirs by as much as 50%. One other point to broach here is that the net worth of our wealthiest families often consists primarily of real estate or a business. If their heirs had to sell property or a business to pay estate tax in the current market, they would be forced into a fire sale. Opportunities to set aside money for your own retirement are being limited, and current lifetime gifting opportunities are at an all-time maximum; there is certainly no guarantee that these opportunities will extend past 2012.

There is a solution for creating a tax-advantaged retirement for you while leaving a foundation and a legacy for your family's future. This solution avoids federal and state income tax and can be structured to avoid estate tax. Furthermore, in many situations this can guarantee returns on your investment of 8% or higher. Wealthy families have been using this strategy for years. The solution is called life insurance. For estate and legacy planning, it's typically written on the husband and wife and pays on the second death. Policies written on individuals are more typical in family protection and supplemental retirement income strategies. Life insurance can eliminate market risk and tax risk and can offer guaranteed returns. The options are up to you. Option A: You plan ahead – you develop a tax-advantaged retirement for you and a legacy plan for your heirs using life insurance to pay estate taxes for pennies on the dollar. Option B: You don't plan ahead – you will find your retirement income subject to the whims of potentially growing state and federal tax rates, and you could see the legacy you pass along to heirs cut in half.

When it comes to legacy and estate planning, the stars have aligned, and the time to act is now. If you or your clients have been putting off planning, 2012 is a year of opportunity. The old adage is true: People don't plan to fail, they fail to plan. Don't let this saying be true for you and your clients.

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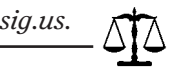

The Benefits of a Large Auto Insurance Policy

by Jean-Simon Serrano

If you own and drive a car in California, not only does the law require that you have auto insurance, it is also a good idea.

Technically, the law doesn't require you to have an auto insurance policy. In fact, as an alternative to insurance, you can post with the DMV a $35,000 bond or a $35,000 cash deposit. Or, if you qualify, you may be issued a certificate of self-insurance from the DMV. Realistically, however, an insurance policy is the only option for many.

It is good to have an insurance policy, and there are myriad reasons for this.

Protection from Personal Liability

The first reason is probably the most obvious: protection from personal liability should you cause an accident. If you are deemed to be at fault for an accident, you want an insurance policy to protect you and your assets against the damage caused. This means picking a policy with appropriate limits. How much is appropriate will depend partly on the assets you wish to protect. For example, if you have multiple vehicles, a house, and/or other real property, a minimum policy of $15,000 per person/$30,0000 per incident will not adequately protect your assets if the accident you have caused gives rise to damages in excess of these minimal limits. I have heard insurance defense attorneys joke that carrying a minimal policy is wise, as it can lead to faster settlement in some cases and execution on assets is rarely sought. This is not good advice. Not only do many plaintiff's firms, such as the one where I work, regularly seek execution on assets where necessary, carrying a minimal policy will limit the amount of underinsured motorist coverage you can carry, the benefits of which will be discussed later in this article.

You should have as large a policy as you can afford – the benefits of a large insurance policy go beyond mere asset protection.

"Prop. 213" Considerations Under Civil Code Section 3333.4

There is another very important reason to carry automobile insurance, though it is not well known to those outside the legal and insurance industries: Civil Code section 3333.4, or "Prop. 213," as it is commonly known.

Civil Code section 3333.4, subdivision (a) states that a person "shall not recover non-economic losses to compensate for pain, suffering, inconvenience, physical impairment, disfigurement, and other nonpecuniary damages if . . . : [¶] . . . [¶] (2) The injured person was the owner of a vehicle involved in the accident and the vehicle was not insured . . . ."

Thus, even if you did not cause the motor vehicle accident, you may be unable to recover for, among other things, pain and suffering, physical impairment, and disfigurement if your vehicle was not insured at the time of the accident.

You could become horribly disfigured because someone was texting while driving, yet not be able to recover for this disfigurement because you were not, yourself, carrying an insurance policy at the time of the accident. This is certainly a drastic example; however, it should be reason enough to ensure that your vehicle is always insured – at some level of coverage.

Protection Against Others (Uninsured/ Underinsured Coverage)

A third, extremely important, reason to have auto insurance is to protect yourself against the harms caused by others.

Won't my injuries be covered by the at-fault party's insurance? Yes, no, and maybe. As mentioned earlier, California permits you to carry an insurance policy as low as $15,000/$30,000. If this is the only insurance policy held by the at-fault party, and he or she has no assets, this may not be enough to compensate you for your damages. Furthermore, what if the other party has no insurance?

Fortunately, Insurance Code section 11580.2 requires every policy of auto insurance issued in California to include coverage against damages caused by owners or operators of uninsured motor vehicles equal to the minimum required liability coverage ($15,000/$30,000). Therefore, if you are insured, but the at-fault party is not, you should at least be covered for the minimum amounts allowed by law . . . unless you specifically decline this coverage in writing. I cannot fathom why anyone would decline this type of coverage in exchange for minimal savings on their insurance premium. Do not decline this coverage – you are only hurting yourself.

Uninsured motorist coverage can also be accompanied with "underinsured" coverage. This type of coverage will protect you in the event that the at-fault party has neither an insurance policy large enough nor other assets available to fully compensate you for your injuries. If you sustain serious injuries for which you will require life-long care, discovering that the at-fault party has no assets and carries only $15,000 of coverage only adds insult to injury. With underinsured motorist coverage, you can protect yourself against such a scenario. Using the previous example, if you carried $500,000 in underinsured coverage, you would still have $485,000 in coverage after the at-fault party's minimal insurance was depleted.

Protect yourself against those who do not fully insure themselves! Many people on the road carry only minimal insurance policies. The risk is too great that you will be injured by someone with low to minimal policy limits. It does not make sense to decline uninsured motorist coverage or to carry anything other than maximum underinsured coverage.

These are only a few of the many reasons it is a good idea to have an insurance policy with maximum coverage. Not only will you be protecting others, you will also be protecting yourself.

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Self-Insurance: The DIY Safety Net

by Christopher J. Buechler

The principle behind insurance is to protect assets in cases of liability arising from disasters. Theoretically, then, there are two ways to effectively insure oneself: (1) have lots of assets, such that paying damages would not affect you, or (2) avoid disasters. However, California law requires proof of insurance to be carried in at least two circumstances. What follows is a discussion of those circumstances and how to obtain self-insurance.

Workers' Compensation Insurance

Labor Code section 3700 requires employers to maintain workers' compensation insurance to cover workers in case of workplace injury. The California Department of Industrial Relations (DIR) does have regulations[1] in place to allow employers to insure themselves. The DIR website outlines the requirements for self-insurance, the application process, and the requirements for administering these programs. Before considering self-insurance, check out these requirements from the DIR:[2]

"Employers wanting to self insure their workers' compensation liabilities must apply to the State of California, Office of Self Insurance Plans (SIP) for approval.

"The private sector application process for a new employer (not currently self insured in California) takes about three to four months. During that period, SIP evaluates the application to determine the applicant's financial strength, proposed benefit delivery system, and loss prevention program. Current regulatory financial requirements for an organization desiring entry into self insurance are:

"• $5.0 million shareholders equity.

"• Average net profits of $500,000 per year for the last five years.

"• Certified, independently audited financial statements.

"Each subsidiary or affiliate company of a private applicant must file a separate application to become self insured. They may apply with the parent company or individually, and the same application form is completed by the subsidiary/affiliate.

"Group self insurance by non-affiliated companies is permitted under California regulation, for both private and public sector employers. During 2001, group self insurers began forming in the private sector for the first time. The first such application was approved for new-car dealers, effective January 1, 2002.

"Current regulations permit existing private self insurers of net worth over $10 million to add new subsidiary or affiliate companies with an application for an interim certificate. This provides immediate self insurance for the new subsidiary/affiliate company and is valid for 180 days. During the 180-day period, a three-page application for a permanent certificate must be filed and approved prior to the expiration of the interim certificate."

Motor Vehicle Insurance

Vehicle Code section 16020 requires drivers and owners of motor vehicles to carry proof of financial responsibility inside the vehicle at all times. For those looking to establish financial responsibility through self-insurance, the Vehicle Code allows only a select group of vehicle owners to self-insure. If you would like to self-insure your motor vehicles, you need to either (1) be the registered owner of more than 25 vehicles,[3] or (2) have vehicles registered for the transport of property.[4] Large fleet owners can obtain a certificate of self-insurance from the DMV upon showing that they have adequate resources to cover bodily injury of $15,000 per person and $30,000 per accident and property damage of $5,000.[5] The Vehicle Code is not clear on whether sufficient resources should be shown to cover one accident or 25 accidents, though. Property transporters can obtain a certificate of self-insurance from the DMV by filing a form along with a deposit of $305,000 to $755,000, depending on the gross vehicle weight rating of the fleet.[6] Also, property transporters may be required to provide additional proof of financial responsibility, depending on the nature of the property being transported.[7]

Based on the survey of law governing self-insurance in California, it does not look as if agencies mandating insurance coverage are willing to take promises from employers or drivers to avoid disasters in lieu of showing adequate financial resources to cover liabilities that may arise. This may seem like a sweetheart deal for the insurance companies out there. But having seen how people handle legal matters when acting as their own attorney, I am comforted by the fact that it is that much harder for them to act as their own insurer.

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1 California Code of Regulations §§ 15200-15499.5.
2 www.dir.ca.gov/sip/AppRequirements.htm.
3 Veh. Code § 16052.
4 Veh. Code § 34631.5.
5 Veh. Code §§ 16053, subd. (a), 16056.
6 DMV Form MC 130.
7 See www.dmv.ca.gov/pubs/vctop/d14_85/vc34631_5.htm.

Bad-Faith Litigation: What It Is and What You Can Do to Improve Your Position

by Stefanie G. Field

Insurance coverage is like having an attorney. Everyone wants to have the protection, but no one ever wants to actually use it or to pay the bill. When someone buys insurance, they are betting on a calamity happening that would have cost more to resolve than the price of the premium. Thus, insurance provides a security blanket that is supposed to put the mind of the insured at rest because the insurance carrier will handle the calamity. The carrier is betting on the opposite result – that no calamity will occur. The insurance policy provides the terms of the bet.

An insurance policy is a contract, and the normal rules of contract interpretation apply. (*Bank of the West v. Superior Court* (1992) 2 Cal.4th 1254, 1264-1265.) However, the law favors finding coverage, due to the special nature of an insurance contract. Thus, coverage clauses tend to be broadly interpreted in favor of the insured, and express exclusions are strictly construed against the carrier. (*Interinsurance Exchange v. Flores* (1996) 45 Cal.App.4th 661, 670.) If the language is ambiguous, the court attempts to resolve the ambiguity by interpreting the policy in the manner in which the carrier believed the insured understood it. (*AIU Ins. Co. v. Superior Court* (1990) 51 Cal.3d 807, 822.) If the language is still ambiguous, the ambiguity is resolved in the insured's favor. (*Producers Dairy Delivery Co. v. Sentry Ins. Co.* (1986) 41 Cal.3d 903, 912.)

Although these rules of interpretation provide a framework for analyzing coverage, that initial determination is made by the insurance carrier. The carrier is in the business of making money. The more claims that are paid, and the higher the amounts paid, the less revenue generated by the carrier. To protect their bottom line and to advance the interests of their shareholders, carriers carefully review any claims that are made. They are looking to ensure that claims are genuine and fall within the parameters of the coverage afforded by the policy. This is where the conflict between carrier and insured arises and provides the genesis for bad-faith claims.

Bad-faith claims arise when there is a dispute between the carrier and the insured regarding what coverage is afforded when a claim is made. In the case of a duty to defend against a claim, the carrier is in a much more vulnerable position. Basically, if the facts asserted in a complaint or provided by the insured indicate that there is any potential that the claim may be covered under the policy, regardless of the causes of action actually asserted, then the insurer must provide a defense. (*Waller v. Truck Ins. Exchange, Inc.* (1995) 11 Cal.4th 1, 19.) If the carrier refuses to provide a defense and there was a potential for coverage, the insured will likely be able to assert a claim for bad faith and to seek damages, possibly including any verdict or settlement amount, as well as punitive damages.

In terms of payment of a claim, bad faith arises from a carrier's improper investigation or valuation of the insured's claim. Thus, refusing to investigate a claim or low-balling the damages suffered by an insured can result in liability arising for breach of the covenant of good faith and fair dealing, i.e., bad faith. Likewise, unjustifiably delaying payment on a claim can also provide grounds for a bad-faith claim.

From the perspective of an insured, this means that the insured should carefully review the policy to determine coverage and consider retaining an expert in coverage when there is a significant dispute. Likewise, the insured should carefully review the carrier's analysis and proposed resolution of a claim. If the insured disagrees, the carrier should be informed of the disagreement in writing and provided with supporting documentation, if there is any. Because bad-faith claims can be costly for the carrier, the potential for a bad-faith claim is a tool for an insured to attempt to obtain coverage. From the perspective of an insurance carrier, the carrier should utilize outside coverage counsel if there is any uncertainty regarding coverage, carefully investigate claims, including documenting the investigation, and keep the insured informed of what is happening with the claim. This may mean that the carrier needs to hire an outside adjuster to investigate or evaluate a claim. However, the added cost of such an expense, particularly when there is a large dispute or the insured has provided evidence contradicting the carrier's determination, is minimal compared to the potential liability if a jury determines that the carrier inadequately investigated a claim.

Stefanie G. Field, a member of the Bar Publications Committee, is a Senior Counsel with the law firm of Gresham Savage Nolan & Tilden.

Assuming Your Client Has No Coverage Can Be a Costly Mistake

by Marlene L. Allen

Being sued can have a devastating emotional and financial impact on clients, both in their business and personal lives. Having insurance coverage to pay the defense costs and damages can relieve some of the stress. Sometimes it is obvious that coverage should be available, such as when there has been a car accident or a malpractice claim. However, attorneys should find out if there is coverage in all defense situations. And don't expect clients to know whether or not they have coverage. They may not realize that one of their policies provides coverage for a particular claim. For example, in one case, a homeowner's policy covered a claim against an individual who was serving as a board member when she and her club were sued for trespass and nuisance relating to an alleged environmental violation. In another case, an umbrella policy covered a claim against an individual who was sued for slander by a candidate he was running against in an election.

Attorneys can protect themselves from potential malpractice claims by advising the client to tender the claim to all available insurance carriers. Attorneys should obtain copies of the insurance policies to determine if there is coverage or suggest that the policies be reviewed by someone familiar with coverage issues. In any event, clients must be advised regarding possible insurance coverage. Otherwise, the attorney might be liable for the cost of defending the case as well as the judgment, if it turns out that coverage was available, but the claim was never tendered.

"Tendering" the claim means giving notice to the insurance carriers and brokers that might provide coverage. Anyone can tender the claim. Either the client or the attorney should tender the claim immediately, since the carrier is responsible for the costs of defense from the date it becomes aware of the claim, even if it does not accept coverage until a later date. The carrier should be provided with the policy information, the relevant facts, copies of any pleadings that have been filed, and any other information that might be helpful in determining if there is coverage.

Pursuant to the case of *Gray v. Zurich Insurance Co.* (1966) 65 Cal.2d 263, an insurance carrier must defend a suit which potentially seeks damages within the coverage of the policy. As long as there is at least one cause of action that has the potential for coverage, the carrier should accept the claim. (See also *Montrose Chemical Corp. v. Admiral Ins. Co.* (1995) 10 Cal.4th 645.) A liability insurer's duty to indemnify runs only to claims that are actually covered by the policy, while the duty to defend extends to claims that are merely potentially covered. (*Crawford v. Weather Shield Mfg., Inc.* (2008) 44 Cal.4th 541.)

Since it might take some time for the carrier to determine whether it will accept the claim, the attorney must proceed to defend and protect the rights of the client in the meantime. The carrier might hire different counsel to defend the insured, but it will have to reimburse the insured for all reasonable fees and costs incurred from the date the claim was tendered.

If the carrier denies coverage, don't stop there. Look at the reasons given for the denial and determine if they are valid. Some companies will initially deny a claim, even if there might be coverage. Since most people will give up at that point, the insurer will have saved the expense of covering that claim. If a carrier is wrongly denying coverage, it may be necessary to bring a declaratory relief action and have a court determine if there is coverage.

If the carrier accepts the defense, determine whether the carrier is agreeing to handle the claim under a "reservation of rights"[1] and whether the client is entitled to *Cumis* counsel.[2] It is always wise to seek the advice of an attorney familiar with insurance coverage issues to make certain the client's rights are being protected.

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1 While an insurance company may be obligated to provide a defense for its insured, it may not be obligated to pay damages for certain types of claims. Therefore, the insurer often provides notice that it is reserving its right to deny the claim later, should facts surface that preclude coverage under the policy.

2 *Cumis* counsel refers to an attorney employed by a defendant when there is an insurance policy that potentially covers the claim, but there is a conflict of interest between the insurance company and the insured concerning potential coverage issues. In that case, the insurer is obligated to pay the reasonable cost for the defendant to hire independent counsel. (See *San Diego Navy Credit Union v. Cumis Ins. Society, Inc.* (1984) 162 Cal.App.3d 358; see also Civ. Code, § 2860.)

Employers' Liability Coverage – What Do You Really Get?

by Stefanie G. Field

Employers are generally required to obtain workers' compensation insurance to ensure that, if an employee is injured on the job, there is a mechanism to compensate the injured employee for the resulting damages – e.g., medical bills, lost income, rehabilitation, etc. In exchange for providing this coverage, the employer is generally immune from suit for the employee's injuries that are caused by the negligence of the employer or a coworker. The key word is "generally." There will be circumstances in which an employer could potentially be subject to a suit by an injured employee, despite the employer's maintenance of a workers' compensation policy. For example, there are some statutory exemptions that permit an injured worker to sue his or her employer, e.g., for power press injuries (Lab. Code, § 4558). Likewise, an employee injured while traveling in another state on business may be able to sue the employer under the laws of the state in which the injury occurred. Finally, the employer could be sued on a ground outside of the employment context – for example, as the manufacturer of defective equipment. (See Lab. Code, § 3602, subd. (a)(3).)

In these circumstances, to what insurance policy can the employer look for defense of the lawsuit? The answer will depend on where the injury occurred and whether any workers' compensation benefits were paid. Although a prudent practitioner should review all of the client's policies and counsel his or her client to consider tendering defense to each insurer, the reality is that there will be difficulty finding any coverage. Your client's commercial general liability policy will generally have an exclusion for bodily injury to an employee. The definitions section of the policy will be critical in making this analysis, but unless there is an argument that the injured employee was not an employee of your client, the commercial general liability policy is not likely to be of much assistance.

What about the workers' compensation policy? Under *La Jolla Beach & Tennis Club, Inc. v. Industrial Indemnity Co.* (1995) 9 Cal.4th 27, "[T]he civil and workers' compensation systems are distinct, and therefore a workers' compensation insurer which promises to pay claims for benefits does not have a duty to defend civil actions seeking damages." (*Id.* at p. 46.) Thus, the workers' compensation policy will be of little benefit. However, an optional policy is often written in conjunction with the workers compensation policy. That additional policy is an employers' liability policy.

What coverage does an employers' liability policy provide? Not much. Employers' liability insurance is intended as a "gap-filler" for situations in which employers' compensation exclusivity would not apply. Theoretically, employers' liability insurance provides coverage for civil claims asserted by injured employees against their employers. However, employers' liability insurance policies typically have an exclusion that renders the coverage afforded almost nonexistent.

The employers' liability policy excludes coverage where the employer is liable to pay workers' compensation benefits or pays the benefits. In other words, if the employee received any compensation under the workers' compensation policy, the employers' liability policy will not afford defense or indemnity to the employer in the civil action. (See *Transamerica Ins. Co. v. Superior Court* (1994) 29 Cal.App.4th 1705, 1715.)

In dicta, *Producers Dairy Delivery Co. v. Sentry Ins. Co.* (1986) 41 Cal.3d 903 noted that the two coverages (workers' compensation and employers' liability) are generally mutually exclusive (*id.* at p. 916) and justified the exclusion on the basis that the employee would otherwise receive dual recovery from the same carrier. (Id. at p. 917.) However, in cases where the employee is allowed to recover civil damages under Labor Code section 3602, subdivision (b) (dealing with willful physical assaults, fraudulent concealment, and defective products) or Labor Code section 4558 (dealing with power press injuries), this concern for dual recovery would seem to be rendered a nonissue by Labor Code section 3600, subdivision (b). Under this statute, in these particular cases, the employer is given an offset for any workers' compensation benefits paid to an employee who recovers damages against an employer in a civil action. Basically, if an employee can sue the employer based on one of these exceptions to workers' compensation

exclusivity, then the employer receives a credit for workers' compensation benefits already paid. This would ensure that the dual recovery concern raised in *Producers Dairy* does not come to fruition.

In cases following *Producers Dairy*, the workers' compensation exclusion typically results in the denial of employers' liability insurance coverage; nevertheless, these cases do suggest some circumstances in which the exclusion would not apply. For example, in *Power Fabricating, Inc. v. State Compensation Insurance Fund* (2008) 167 Cal.App.4th 1446, 1453-1454, the court indicated that an employers' liability policy would afford coverage when the employer is being sued under one of the limited exceptions to workers' compensation exclusivity identified in Labor Code sections 3602, 3706 and 4558. However, if the employer actually paid workers' compensation benefits, then under *Transamerica*, it would seem that there would still be no coverage, even under these examples. So although employers' liability insurance may provide an employer some protection, the protection afforded is not much, and certainly it does not provide the gap-filler in coverage an employer may believe that it is getting.

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Annual Joint Meeting to Welcome Jon Streeter, the New State Bar President

On December 7, 2011, the San Bernardino County Bar Association and the Riverside County Bar Association held their annual joint meeting to welcome Jon Streeter, the new president of the State Bar. Mr. Streeter addressed those assembled and discussed discipline of attorneys and access to justice as his priorities during his term. The annual joint meeting was initiated in May of 1973. During the next two years, featured speakers included Assemblyman Walter Karabian and Retired U.S. Supreme Court Justice Tom Clark. In August of 1975, State Bar President Brent Abel spoke to a joint meeting of the two associations at the Mission Inn, thus beginning a long and honored tradition. Below are some photos taken at this year's event (*courtesy of Jacqueline Carey-Wilson*):

Jennifer Guenther, president of the SBCBA, Jon Streeter, president of the State Bar, and Robyn Lewis, president of the RCBA

Jon Streeter, Justice James Ward (Ret.), Justice Carol Codrington, Justice Douglas Miller, Judge Stephen Cunnison, (Ret.), and James Heiting, former president of the State Bar

The Second Annual Lunar Festival

by Sophia Choi

The Second Annual Lunar New Year Festival will be on January 28, 2012 in Downtown Riverside, kicking off the Year of the Dragon. The Lunar Fest is a huge collaborative event dedicated to appreciating the diversity and promoting awareness of Asian culture. This festival is anticipated to be even bigger and better than last year's. Last year, there were almost 20,000 people at the festival, and we are expecting even more this year.

The International Relations Council's Lunar Fest Committee has held two preliminary events, the Lunar Fest VIP and Sponsor Dinner and the Riverside Food Truck Festival, to make the big day possible.

The First Annual Riverside Food Truck Festival was held on Labor Day weekend in 2011. This festival, aimed at assisting the Riverside Arts Council and Prevent Child Abuse Riverside County, as well as the Lunar Fest, was a huge success, with 45 to 50 food trucks and about 7,000 people present.

There will also be a Lunar Fest VIP and Sponsor Dinner on Friday, January 27, 2012. This is a reception, dinner, and fashion show at White Park, which will be transformed into an ancient oriental setting. For those interested in attending this exclusive event, a donation of $95 will reserve your seat.

At the Lunar Fest itself, there will be a parade with traditional Asian performances, including martial arts and cultural dances. There will be Asian food vendors with popular Asian dishes. The Children's Village is expected to be a great success this year, just as it was last year. Activities ranging from origami to games will be available at this family-friendly location. There will be performances throughout the day from various Asian cultures, including Korea, China, Japan, India, and several other countries. Korea will be particularly well-represented this year, as there will be several performances by very talented Korean cultural dance performers coming to Riverside from Los Angeles to perform. The Korean Cultural Center in Los Angeles (part of the Consulate General of the Republic of Korea) has provided a generous amount of sponsorship for these Korean performances.

May Guren-Davis, founder and chair of the Lunar Fest Committee, stated, "Lunar Fest 2012 will be an event to remember. We have been working on this program since last April and have incorporated so many more attractions, including anime, ping pong tourneys, art contests, films and so much more. We have such a large Asian community here in the inland region and Southern California that it would be remiss not to be inclusive of all the diverse communities in this festival of cultural heritage and the arts. As we continue through the years, we will strive to commemorate and to educate others about the Asian Pacific cultures, so that all generations, young and old, can acknowledge their legacy and their contributions throughout society and how they have shaped our region to what it is today."

The evening of the Lunar Fest will end by welcoming the Lunar New Year with a beautiful display of fireworks. We look forward to seeing many new and familiar faces at the Second Annual Lunar Fest in Downtown Riverside.

Sophia Choi, a member of the Bar Publications Committee, is a deputy county counsel for the County of Riverside.

Judicial Profile: Presiding Judge Sherrill A. Ellsworth

by Sophia Choi

Genuine Problem-Solver

Riverside County Superior Court's Presiding Judge, Sherrill A. Ellsworth, is undeniably a true problem-solver. Since beginning her term as presiding judge on January 1, 2011, Judge Ellsworth has been working very diligently to ensure that every litigant and every individual coming into the court system has an opportunity to gain access and to be treated fairly in the process. Judge Ellsworth stated, "It is important to be a court of the community."

Presiding Judge Sherrill A. Ellsworth

Judge Ellsworth was born and raised in Riverside County. Hemet is her hometown, and it is also where she has raised her family. She met her husband, who is a dentist, when she was set up on a blind date. Judge Ellsworth went to a baseball game and met her husband there. However, at that time, she was not aware that she was being set up on a date. Judge Ellsworth has six adult children and three granddaughters, plus one grandchild on the way.

Judge Ellsworth has always been very determined and ambitious. She attended Western State University College of Law. After finishing her first year of law school, she started simultaneously attending the University of California, Riverside, for her undergraduate studies. By the time she was scheduled to graduate from law school, Judge Ellsworth had enough units to graduate from and earn a Juris Doctorate degree and a Bachelor of Science degree from Western State University College of Law. Although law school alone is difficult to handle, Judge Ellsworth conquered both law school and her undergraduate studies at the same time, all while raising her family.

Prior to becoming a judge, Judge Ellsworth was in private practice. She had clerked with Best Best & Krieger; she worked with Thompson & Colegate, then went into private practice early in her career, practicing in the areas of business and real estate litigation. She has also represented criminal clients through the conflict panel.

In 1996, Judge Ellsworth was called to serve as a superior court commissioner. She was then appointed in 2005 as a Riverside County Superior Court judge. Since the minute she stepped into law school, she had known that she wanted to become a judge, because she had a sincere desire to listen, discern, motivate, resolve, and exercise discretion.

As presiding judge, Judge Ellsworth's goals are many. One is to start a new mental health court at the Hall of Justice, including a special component for veterans. Another goal is to expand services in family law. In an effort to move family law cases through the court system efficiently, the E-Notice Program is anticipated to begin this year in the family law courts. This program is aimed at assisting litigants by providing them with email notifications explaining the subsequent steps to be taken at specific intervals in their cases. The court's case management system will generate hard-copy notices for those who have not provided an email address.

In an effort for the court to become an even stronger component of community service, a new foster care program called Project Graduate was started. This program is a collaborative effort between the Riverside County Superior Court, the county, and the Riverside County Bar Association to help foster youth graduate from high school. Project Graduate seeks to match high school juniors and seniors in foster care with an educational representative recruited from the Riverside County Bar Association. Incentive programs to reward students' progress are expected to be provided. This program is just one example of Judge Ellsworth's goal to preserve and enhance the relationship between the Riverside County Bar Association and the court.

Judge Ellsworth's work as presiding judge has been challenging on account of difficult economic times. Specifically, the governor's budget for fiscal year 2011-2012 included a $350 million reduction to the judicial branch alone. Judge Ellsworth noted that every judge

and commissioner of the Riverside County Superior Court has been working efficiently and diligently to ensure that cases are heard in a timely manner and that justice is provided in a fair and accessible way. For instance, through the end of October 2011, the court had completed 64 civil jury trials, 201 civil court trials lasting one day or less, and 29 civil court trials lasting two days or more. The court had also completed 573 criminal jury trials. Both civil and criminal cases have been managed very effectively in a time of high judicial caseloads, diminishing resources, and a reduced allotment of assigned judges. Having consistently done more with less, Judge Ellsworth indicated that she would like to see more judicial appointments, especially given the court's three current vacancies.

In addition to the wide range of alternative dispute resolution options available through the court, a new monthly "P.J. Settlement Day" will begin on January 27, 2012. It is anticipated that this program will help reduce the court's civil case backlog and increase access to justice for the county's civil litigants. For those complex civil cases that need the special attention of a presiding judge, Judge Ellsworth will help settle matters that would otherwise require many laborious days in a courtroom before a judge or jury. Judge Ellsworth expressed much excitement about this program.

Although there are more accomplishments to add to this extensive list, it shows how diligently Presiding Judge Ellsworth has been working to increase the efficiency of the court.

The endeavors of Judge Ellsworth reach beyond Riverside County. Judge Ellsworth was appointed by Chief Justice Tani Cantil-Sakauye to the Strategic Evaluation Committee, which is designed to review and make recommendations on court administrative matters, including improving the efficiency of the Administrative Office of the Courts (AOC). This appointment is very noteworthy, as it is only a 14-member committee, with an impact that would be statewide. Judge Ellsworth has also been appointed by the Chief Justice to several other committees. She indicated that improvements at the state level will naturally lead to improving Riverside County.

Does Judge Ellsworth have time for hobbies? She loves to cook. In fact, if she could have a second occupation, she would love to be a chef. She enjoys any and all types of foods, from comfort foods to exotic foods, and she loves rib-eye steak. Judge Ellsworth also enjoys literature and writing and reads four to five books per month. Being an energetic and lively person, Judge Ellsworth loves boating and owns a boat of her own. She enjoys surf kayak and expedition kayak and has kayaked at Prince Edward Island, Vancouver Island, and Fiji, to name a few. She has travelled to various places, including Istanbul, Ireland, Croatia, and London. Her love of music ranges from Flogging Molly (an Irish-descendant band) to Tony Bennett. Judge Ellsworth also loves cinema. When she was four years old, her grandmother would take her to the matinées about once a week.

Judge Ellsworth said that she is inspired personally every day by her family, particularly her mother and her sisters, and by her colleagues. She stated that she is truly inspired by every judicial officer on the bench, who she believes are some of the hardest-working in the state. She is honored to be the presiding judge and is overwhelmed with gratitude for working with all of the judges and commissioners in Riverside County.

As a genuine problem-solver in both heart and action, Presiding Judge Ellsworth believes that everyone's case is of equal significance and that no one's access to justice should be impaired. She has been working passionately and continuously to devote her time and energy to reaching the goals she has set as the presiding judge. Already, a substantial number of those goals have been realized.

Sophia Choi, a member of the Bar Publications Committee, is a deputy county counsel for the County of Riverside.

Opposing Counsel: Bruce Todd

by L. Alexandra Fong

The Insurance Defender

Bruce Todd

Bruce Todd was born in Los Angeles, California, to an attorney father (Robert) and homemaker mother (Eleanor), the eldest of three boys, two of whom followed in their father's footsteps to become attorneys.

Bruce's family moved to Orange County, where Robert ultimately became a judge in 1973. Bruce graduated from Foothill High School in Santa Ana. His classmates included Craig Riemer, now a Riverside Superior Court judge, and Donna (Johnson) Thierbach, the now-retired Chief Deputy of the Riverside County Probation Department.

Bruce attended the University of Oregon for two years before returning to California, where he graduated from San Diego State University with a degree in journalism. He immediately began working as a sports writer for the *San Clemente Daily Sun Post*; he covered local high school and major league sports, including the Anaheim Angels. He recalls obtaining a Nolan Ryan signed baseball during this career, which he gave to his younger brother, who promptly used it to play baseball.

In 1978, he decided to go to law school and entered Whittier Law School. During law school, he worked as a part-time reporter for the *Los Angeles Daily Journal*, California's largest legal news provider.

Upon graduating from law school and passing the bar examination, Bruce began working for Thompson & Colegate, in the field of insurance defense law. He met his wife, Lisa, shortly before departing the firm for Cummings & Kemp; he managed the Riverside office of this Orange County firm. He then moved to Ponsor & Associates (now Osman & Associates), where he currently works as in-house counsel for Travelers Insurance Co. His entire legal career has been focused on insurance defense law.

He is an active member of the Riverside County Bar Association (RCBA), including its Bar Publications Committee, where he utilizes his journalism skills and writes for the *Riverside Lawyer*. He also participates in the RCBA's Dispute Resolution Service, the mediation program of the court of appeals, and the arbitration panel of the Riverside Superior Court. He is a member of the Joseph Campbell (San Bernardino) Inn of Court.

Bruce is participating in the RCBA's new mentoring program; he is partnered with a new attorney (protégé) to shape the new attorney's future in this legal community. Mentoring opportunities include in-person meetings to discuss a variety of topics, including, but not limited to, ethics and professionalism, business and client development, law office management, networking, pro bono activities, and providing the protégé with the possibility of shadowing the mentor. For additional information about the mentoring program, please visit the RCBA's website at riversidecountybar.com.

Besides writing for the *Riverside Lawyer,* he is an avid sports fan; he is glad that Frank McCourt is selling the Los Angeles Dodgers. He collects autographs and sports memorabilia. His most treasured item is a 1963 Dodgers-Yankees World Series Game Four ticket signed by Sandy Koufax and Whitey Ford. He also has a Frank Shorter autographed *Sports Illustrated* magazine, in which he (Bruce) is pictured in the background of the photograph. He is a fan of auto racing (Formula One and Le Mans).

In his non-working hours, Bruce enjoys spending time with his wife, Lisa, and their daughter, Sierra. Bruce is a world traveler and has been to Australia, Canada, the Cook Islands, Costa Rica, England, France, Germany, Ireland, Italy, Mexico, New Zealand, Scotland, Spain, Switzerland, and Wales. He has traveled throughout the United States and has visited all but four of the states (Arkansas, Michigan, Minnesota, and North Dakota).

L. Alexandra Fong, a member of the Bar Publications Committee, is a deputy county counsel for the County of Riverside.

RIVERSIDE COUNTY SUPERIOR COURT ANNOUNCES NEW VETERANS COURT

RIVERSIDE COUNTY: The Riverside County Superior Court is pleased to announce that a new Veterans Court will commence operation on January 5, 2012. The calendar, to be presided over by Judge Mark Johnson, will be held weekly on Thursday afternoons in Department 31 at the Hall of Justice in downtown Riverside.

The Veterans Court is designed to supervise felony and misdemeanor veterans through a comprehensive judicially monitored program of treatment and rehabilitation services. The court is authorized under Penal Code section 1170.9, which requires a nexus between the issues that have caused the veteran to intersect with the criminal justice system and their military service.

The Veterans Court is a collaborative effort between the court and agencies such as the Riverside County District Attorney, Public Defender, Probation, Mental Health and the Veterans Administration Healthcare Systems. Participants in the program will be required to plead guilty or agree to reinstatement of probation. Participants must also be placed on formal probation. The Veterans Court judge will make the final determination that a participant committed the offense(s) at issue as a result of sexual trauma, traumatic brain injury (TBI), post-traumatic stress disorder (PTSD), substance abuse or mental health problems stemming from service in the United States military. Regular court appearances will be required. Participants must agree to a minimum 18-month intensive treatment program, or a 12-month program for individuals convicted of specified misdemeanors.

Treatment services provided to those who participate would include weekly individual and group counseling, drug and alcohol testing, mental health treatment and regular attendance at support and self-help meetings. Ongoing aftercare services will be available to all participants who graduate.

Judge Johnson, himself a decorated combat veteran, commented, "The court is dedicated to this important program. There are 23.5 million veterans in this country, including 1.7 million veterans of the wars in Iraq and Afghanistan. Statistics show that 19 percent of veterans suffer from PTSD or major depression and in 2006 1.8 million veterans suffered from some form of substance abuse." He added that the goals of the Veterans Court are to reduce participants' contacts with the criminal justice system, reduce costs associated with criminal case processing and re-arrest, and improve the quality of life of the veterans, helping them to become stable, employed and substance free.

Presiding Judge Sherrill A. Ellsworth echoed Judge Johnson's comments. "Courts continue to face fiscal challenges; however, I am very proud of the commitment that all of the participating agencies have put forth to ensure that the Veterans Court is successful. This is something that is clearly needed for those members of this community who have sacrificed to protect this country. I cannot think of a more qualified judge to lead this endeavor than Judge Johnson."

In addition to serving as a Riverside Superior Court judge, Judge Johnson is a Colonel in the Army Reserves. He is a combat veteran, having served in 2004 with the 1st Cavalry Division in Baghdad, Iraq. He is the recipient of the Bronze Star Medal, three awards of the Meritorious Service Medal, the Combat Action Badge and numerous other awards and decorations. He has served as a Battalion Commander, Company Commander, and Staff Judge Advocate. He is also a graduate of the Army War College in Carlisle, Pennsylvania.

A detailed information sheet regarding the Riverside County Veterans Court can be located on the courts website at http://riverside.courts.ca.gov/ by selecting 'criminal' under the 'divisions' tab.

Equal Justice for All with the Help of Volunteers

by Katherine Hardy

The months of November and December 2011 saw two notable events for the newly minted Joint Federal Pro Se Clinic, which is located in the U.S. Bankruptcy Court in Riverside and offers on-site assistance to pro se litigants in civil actions in U.S. District Court and Bankruptcy Court.

First, the clinic opened its doors on November 3. Second, we had our grand opening on December 1. We were honored with the presence and words of four highly esteemed and dedicated judges. The message of the day: equal justice for all.

The Honorable Virginia A. Phillips, Judge, U.S. District Court, Central District of California, spoke first. The creation of such a clinic has been a personal project for her and one to which she has been very dedicated. Quoting Thomas Jefferson, Judge Phillips cited the need to deliver equal justice under the law to all people. She expressed the desire that the clinic would help accomplish this goal, especially given the incredible need in the Inland Empire for such assistance.

The Honorable Peter H. Carroll, Chief Judge, U.S. Bankruptcy Court, Central District of California, spoke next. He came here from Los Angeles to celebrate the opening, and he has been an ardent supporter of the clinic. He spoke of the sheer volume of cases filed in the Eastern Division, a good percentage (almost a third) of which involved pro se litigants. He described the clinic as "much needed and long awaited."

The Honorable Catherine E. Bauer and the Honorable Maureen A. Tighe, Judges of the U.S. Bankruptcy Court, Central District of California, and each a long-time supporter of the creation of the clinic, expressed their relief and gratitude for the opening of the clinic. Judge Bauer likened the bankruptcy court to a hospital, an environment requiring triage, in which pro se litigants are expected to do surgery on themselves. She expressed hope that the clinic will relieve this difficult situation. Judge Tighe, coming from Woodland Hills, has long been involved in the debtor's assistance program. She spoke of an early experience in the Inland Empire investigating fraud and said she has never forgotten the poverty and helplessness she witnessed. She realized these victims often could not afford an attorney, to the detriment of their own cases and of the efficient functioning of the court. She called on attorneys to volunteer their time.

At the grand opening, we were also fortunate to have Dennis Wagner, President of the Federal Bar Association, Inland Empire Chapter, pledge his support for the clinic. He stated that the FBA would seek to obtain funding for clinic as well as encourage FBA members to volunteer for it.

Finally, Jennifer Loflin, an attorney who has worked tirelessly with many others to establish the clinic and who is the Program Director of the Public Service Law Corporation, which administers the clinic, delivered some compelling statistics justifying its creation. As of December 1, the clinic had been open for seven days of service (every Tuesday and Thursday from 10:00 a.m. to 2:00 p.m.); during this time, 143 persons signed up for assistance, and 124 were actually served. This amounts to an astounding 21 persons per day signing in for services and 18 persons per day being served by the staff on hand. The average wait time was 58 minutes. The need for volunteers was evident. Average wait time with two staff members was 74 minutes and with three staff members was 46 minutes.

The impact of volunteer attorneys cannot be overstated. On December 8, 2011, the clinic operated with not only the two regular staff members, but also two volunteer attorneys. What a difference it made! We provided more assistance in a shorter time. It was the smoothest and least stressful day we've had since opening. Each volunteer makes a difference, so please volunteer! We have a handful of individuals who have already donated their time and many others expressing an interest in doing so. An hour, or two, or four, or a week, or a month, we will take whatever you can offer. If you are in federal district court or bankruptcy court, please consider stopping by after you finish and helping even just one person. It will make a difference. It will give meaning to the ideal of equal justice for all.

We offer special thanks to the administrators and staff of the federal court in Riverside. You have housed us and accommodated us, and you have been very gracious.

Thank you all and happy New Year.

Katherine Hardy is the staff attorney for the Public Service Law Corporation's Pro Se Clinic.

Photos courtesy of Jacqueline Carey-Wilson

Speakers at the opening of the clinic, L - R: Dennis Wagner, Chief Judge Peter H. Carroll, Judge Maureen A. Tighe, Judge Catherine E. Bauer, Judge Virginia Phillips

Judge David Bristow, Jennifer Loflin, Judge Oswald Parada, and Judge Sheri Pym

Ken and Katherine Hardy

Katherine Hardy, Jennifer Loflin, and Irene Morales

RCBA General Membership Meeting

Friday, January 13, 2012 • 12:00 p.m. to 1:30 p.m.

RCBA Building, John Gabbert Gallery
4129 Main Street, 3rd Floor, Riverside, 92501

"Bias: The Seven Deadly Dilemmas of Diversity"

Speaker:
Carlos E. Cortes, Ph.D.
Professor Emeritus of History, University of California, Riverside

RSVP by January 10th to RCBA: (951) 682-1015 or rcba@riversidecountybar.com

Cost:
RCBA members $20, Non-members $30

MCLE: **1.0** hour Elimination of Bias
RCBA is a State Bar of California approved MCLE provider (#521).

The ADR Myth and Other Fictions

by Donald B. Cripe

The myth of ADR is that the very term is deceiving: Alternative Dispute Resolution.

"I'm a trial lawyer, and I don't settle cases!," ranted one young attorney who opposed me in one of my last litigation cases. It appears that, until fairly recently,[1] law students were taught that the way to Valhalla was to try cases, and certainly the way to get one's stripes in a law firm was to try cases. From the highest levels of our judicial system, rang the tone of reason when Chief Justice Burger said, "The entire legal profession – lawyers, judges, law teachers – has become so mesmerized with the stimulation of the courtroom contest that we tend to forget that we ought to be healers – healers of conflicts." He added, "[F]or many [disputes], trials by the adversarial contest must in time go the way of the ancient trial by battle and blood. Our system is too costly, too painful, too destructive, too inefficient for a truly civilized people."[2] Coincidental, I suppose, is a quote in the March 2011 *California Lawyer* magazine from the movie, *A Civil Action*, in which John Travolta's character says, "The odds of a plaintiff's lawyer winning in civil court are two to one against. Think about that for a second. Your odds of surviving a game of Russian roulette are better than winning a case at trial. Twelve times better. So why does anyone do it? They don't. They settle."

These principles do not apply only to civil litigation. Having mediated a significant number of family law cases (some with the parties represented, some not), I have found that the parties are remarkably pleased that they were able to resolve their cases quickly and even were able to compromise on what seemed to be sticky issues.[3] Studies have shown that most of what family law litigants need can't be handled in a typical "divorce" situation or by the court.[4] If family law attorneys really want to deliver for their clients, they should seriously consider ADR, including judicial arbitration pursuant to Family Code section 2554, for the overall benefit of their clients.

After spending some time on the internet searching for trial statistics, I stumbled across national statistics on cases that were actually tried in the United States through the year 2005. I was surprised to discover that nationwide, only about 3.6% of civil cases filed actually made it to trial. I am informed that the figure for California is not much different;[5] in Oregon, in one county, less than one half of one percent were tried in a particular year. That begs the question, then, "What happens to all of those filed cases?"

Of course, many are filed just to protect a statute of limitations or pending some discovery and are dismissed, but the lion's share of all civil cases are settled before trial. I am also informed that the settlement rate has been climbing steadily over the past 20 years. I suspect that is the result of a number of factors. The cost of litigation has become absolutely outrageous. Burgeoning case inventories in the courts not only add to the cost of the cases, but create incredible frustration for the parties. I recently mediated a fairly complex case to settlement in which, after the plaintiff and counsel calculated the numbers, if the plaintiff had been successful at trial and a verdict had been returned in the amount the plaintiff believed he could recover – under the specific circumstances of that case – it would have cost more to try and win than he would have recovered.[6] For most parties, financing a case through trial on the hope of recovering costs and expenses can be financially ruinous.[7]

So, if the vast majority of civil cases settle and a great proportion of them resolve as a result of some ADR process, why is it referred to as "alternative?" It seems that trying the case is the alternative, while settlement is the norm. Given that reality, the next question is, why does trial seem to be the golden chalice? Why are so many litigating attorneys so resistant to ADR – particularly mediation?

I recently attended a symposium on ADR[8] at which nationally known experts in the field presented various aspects of the system. During the presentation, one of the participants rose and made a statement that attorneys and judges should be required to explain to the litigants the ADR opportunities. Good point. Obviously, judges have enormous case loads and struggle to make it through their daily calendars. Many judges still take the time to mention ADR/mediation from the bench. Also, California Rules of Court, rule 3.221 requires all California superior courts to provide an ADR package with every case filing that, per the rule, must be served on the defense at the same time as the complaint. Later, before the Case Management Statement is filed, the courts want to know if counsel have informed the parties about ADR possibilities. (Form CM-110, p. 2.) Then at the time of the Case Management Conference (CMC), the court is required to discuss whether the case should be submitted to ADR. (Cal. Rules of Court, rule 3.728(1).) At this stage, the responsibility is pretty clear.

Attorneys, on the other hand, have a greater responsibility to discuss ADR with their clients. The practice of law is, of course, a business. I had a lawyer friend once say to me that practicing law is almost the only profession in which, if we do our jobs right and efficiently, our income stops (at least for that case). I dis-

1 ADR was not even mentioned in any of my law school courses, and no course on ADR was offered.

2 Chief Justice Warren E. Burger, "The State of Justice," ABA Journal (Apr. 1984) 66.

3 Just as with civil cases, some family law cases are not right for mediation, particularly those involving pervasive domestic violence.

4 Pauline Tesler, Tesler Sandmann & Fishman.

5 Estimates have ranged to as high as about 6%.

6 Of course, this is an unusual situation, but I am finding it to be closer to fact with each case I see.

7 Not all firms can afford to finance cases, and many will not sign on to help unless the case is virtually risk-free.

8 Presented by the University of La Verne College of Law.

agree, generally. I submit that if attorneys do their jobs correctly, i.e., extricating clients from litigation as quickly, economically, and successfully as possible (the maximum result for the least risk and expense), the word will get around to potential clients and certainly to colleagues. Further, the treatises are pretty clear on our obligation. At numerous places in Rylaarsdam, et al., California Practice Guide: Civil Procedure Before Trial (The Rutter Group), statements are found such as at paragraph 1:25: "The client should be given an estimate of the cost, time and effort likely to be incurred in litigation. The possibility of early negotiations toward settlement and other alternative dispute resolution ('ADR') procedures should be explored [citation]. *Seeking settlement should not be viewed as a sign of weakness, but rather as an intelligent evaluation of the risks vs. benefits of litigation.*" (Emphasis added.) The treatise continues to state, at paragraph 1:31: "The client should be made aware of alternative forms of dispute resolution (ADR) that might be utilized to reach the legal objective sought: e.g., mediation, arbitration, etc. If such procedures would be appropriate to the case, they should be explained to the client and evaluated as viable alternatives to a lawsuit." It continues, "An attorney should advise a client of ADR 'at the outset of the relationship" and, when appropriate, during the course of litigation.' [State Bar California Attorney Guidelines of Civility and Professionalism § 13]."

In Knight, et al., California Practice Guide: Alternative Dispute Resolution (The Rutter Group), the commentators write, "[1:18] Competent Representation: An attorney's duty to provide 'competent' representation (see CRPC 3–110(A)) requires application of "the learning and skill . . . reasonably necessary" for the case. [CRPC 3–110(B)] [¶] Comment: Arguably, the 'learning and skill' reasonably necessary to represent a client in litigation includes the duty to (1) develop a settlement plan and (2) explore ADR possibilities with opposing counsel." (Bolding omitted.) And then, "[1:18.1] Communications to Client: Under the ABA Model Rules of Professional Responsibility, a lawyer 'shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.' [ABA Model Rule 1.4(b)] [¶] Comment: Arguably, 'explaining' the means by which a matter is to be pursued requires the lawyer to explain available ADR processes." (Bolding omitted.) In this vein, Professor John Lande, Director of the University of Missouri ADR LLM Program, has created (in his recent book) the concept of "Planned Early Negotiation" to be utilized in coming to a "Dispute System Decision," i.e., how are the attorney and client best going to resolve the conflict in which they find themselves?

Many of the California superior courts, in their local rules, require counsel to discuss ADR with their clients. It also seems clear from the "penumbra" of the various statutes, rules and advisories that failing to do so may be a serious error.

It is hard to imagine that any litigant, particularly a business person, to whom the economic advantages of ADR have been explained would refuse. Certainly, engaging the services of an experienced, well-trained mediator or arbitrator can be expensive,[9] but there is little debate that if a case can be resolved through ADR, it is much less expensive than carrying the case through trial. The cost of resolving a litigated case through private ADR at or about the time of the typical CMC is typically 10 to 25% of the cost of taking a case through trial.[10] Added to the benefit of reduced costs is the control the parties have over the outcome, thus reducing the risk and eliminating the gamble.

It should also be explained to the litigants that, unlike a trial or even most arbitrations, mediation is a "dynamic" process – a process in which, if all parties are participating with an eye toward resolution, the settlement options are far more numerous than a judge or jury can craft under the law. Moving freely within the confidential confines of the mediation process allows the parties to create their own solutions. Moreover, rather than getting a judgment, suffering the post-trial proceedings and the potential of the difficulties with collection, and actually enforcing a judgment,[11] settling parties can include payment or satisfaction terms in their agreement so they will walk away with a sense of finality. In these days of fragile credit, a settlement that is honored by the parties will keep the process confidential and, unless a judgment becomes necessary, should have no adverse effect on credit. In addition to the other benefits of this dynamic, flexible and confidential process through which faster recovery is possible, a properly drafted settlement agreement will provide the parties with a summary proceeding in the event that a judgment becomes necessary.

Attorneys and the courts have an obligation to reveal ADR opportunities to litigants. ADR proceedings are, for the most part, far more efficient (faster and less expensive) than taking a case to trial. The parties maintain control of their cases and the outcome. Attorneys can boast of their settlement rates and satisfied clients. And, finally, the burden on the courts will be greatly reduced, so the small percentage of cases that need to be tried can be tried more quickly and inexpensively for the parties.

Though ADR is not a "myth," as the title suggests, the term misstates the practical fact that ADR is the norm and not the alternative. I suggest that all the system needs is civil and family law attorneys who will accept that fact and participate with their clients. I sincerely hope that active litigators (and judges) will keep in mind this quote from antiquity: "The litigious spirit is more often found with ignorance than with knowledge of law."[12]

We live in a time of transition in our system of civil justice. The cadre of ADR professionals is growing, and though it is still a bit wild and woolly,[13] careful investigation and selection will allow one to find a well-qualified ADR professional for almost any case.

Donald B. Cripe is a retired litigator who is currently an active ADR professional. Mr. Cripe teaches mediation at the University of La Verne College of Law and is a principal in CAMS ADR Services.

9 Frequently the cost of mediation is also a subject for mediation.

10 Pepperdine University, Strauss Institute.

11 It is often said that getting a judgment is the easy part.

12 1 Cicero, De Legibus vi.

13 There is currently no government certification or licensing requirement – sort of as in the early days of lawyering, when there were no means of monitoring performance.

Classified Ads

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Nice, large, window office w/ optional secretarial space. Partial law library, conference room, lounge, phone system, built-in cabinets, copier/fax privileges, part-time reception, other amenities. Near Palm Springs & Indio Courts. Thomas A. Grossman, PLC (Desert ADR), (760) 324-3800.

Office Space – Downtown Riverside
1 Block from the Court Complex. Full service office space available. Inns of Court Law Building. Contact Vincent P. Nolan (951) 788-1747, Frank Peasley (951) 369-0818 or Maggie Wilkerson (951) 206-0292.

Office Suite – RCBA Building
642 sq. ft., 4129 Main Street, downtown Riverside. Next to Family Law Court, across the street from Hall of Justice and Historic Courthouse. Contact Sue Burns at the RCBA, (951) 682-1015.

Conference Rooms Available
Conference rooms, small offices and the third floor meeting room at the RCBA building are available for rent on a half-day or full-day basis. Please call for pricing information, and reserve rooms in advance, by contacting Charlene or Lisa at the RCBA office, (951) 682-1015 or rcba@riversidecountybar.com.

Membership

The following persons have applied for membership in the Riverside County Bar Association. If there are no objections, they will become members effective January 30, 2012.

Julius Abanise – The Weiss Group LLP, Temecula

Joshua M. Caplan – Kahana Raskin & Kassinove LLP, Irvine

Ryan S. Carrigan – Sole Practitioner, Riverside

Sarah Compton – Gresham Savage Nolan & Tilden PC, San Bernardino

Mitchell James Edwards – The Teresa Rhyne Law Group APC, Riverside

Jason R. Fair – Gresham Savage Nolan & Tilden PC, Riverside

Judith E. Hoover – Sole Practitioner, Redlands

Kelvin Liban – Sole Practitioner, Chino Hills

Laurie Ellen Peck – Chapman University School of Law, Orange

J. B. Scranton – Law Student, Riverside

Stephanie Straka – Best Best & Krieger LLP, Riverside

Melody A. Trujillo – Trujillo & Trujillo, Temecula

Adam Wentland – Sole Practitioner, Fontana

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