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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 our members, our communities, and our legal system.

Membership Benefits

Involvement in a variety of legal entities: Lawyer Referral Service (LRS), Riverside Legal Aid, Fee Arbitration, Client Relations, Dispute Resolution Service (DRS), Barristers, Leo A. Deegan Inn of Court, Mock Trial, State Bar Conference of Delegates, Bridging the Gap, and the RCBA - Riverside Superior Court New Attorney Academy.

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, 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.

The 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 $30.00 and single copies are $3.50.*

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The material printed in the 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

September

9 **Zoom**
Noon
Civil Litigation Roundtable with Judge Craig Riemer
MCLE

15 **Zoom**
Noon – 1:15 p.m.
Civil Litigation Section
Speaker: Honorable Raquel Marquez, Supervising Judge of the Civil Dept.
Riverside Superior Court
Topic: "Riverside Superior Civil Update"
MCLE

17 **Zoom**
4:00 p.m. – 5:00 p.m.
Presented by the US District Court for the Central District of California
Panelists: Honorable Devon Lomayesva, Honorable Jennifer Gerard,
Honorable Mark Vezzola, Linda Hughes, Keely Linton
Topic: "The Power Act: Promoting Pro Bono Legal Services to Empower Native American Survivors of Domestic Violence"
MCLE

26 **RCBA Annual Installation of Officers Ceremony**
2 p.m.
Please visit riversidecountybar.com for information

Please see the calendar on the RCBA website (riversidecountybar.com) for information on how to access the Zoom meetings.

EVENTS SUBJECT TO CHANGE.
For the latest calendar information please visit the RCBA's website at riversidecountybar.com.

President's Message

by Sophia Choi

2020 has been a challenging year with the impact of COVID-19. As I write my first column as president for the *Riverside Lawyer's* September issue in early August, I am hopeful that we are all in a better place by the time you read this column in September and that things only continue to improve as we come closer to the end of this year. I know many people are counting down the days until year 2021. I sure am.

With COVID-19, many of us have learned to adjust to more telecommuting, more virtual meetings, and even more virtual social gatherings. On that note, I wanted to let the members know that we will not be having our traditional installation banquet at the historic Mission Inn. We also will not be canceling installation because we as a board have a duty to serve our members and to take an oath affirming that duty. The installation will be held on **Saturday, September 26, 2020 at 2:00 p.m.** However, the installation will certainly be in a different format, being mindful that the health and safety of the members and the public are our priority. We will not have any form of social gathering if state and local orders do not permit.

Therefore, we have taken a two-options approach. If, by September 26, state and local orders permit limited gatherings, we are planning an outdoor gathering of the RCBA and Barristers board members, master of ceremonies, installing officers, award recipients, and any other major participants in the ceremony itself, with all or most guests participating via live stream. However, if, by September 26, no gatherings are permitted, the installation will be entirely virtual. We are preparing ourselves for both options and I ask for your support and virtual participation as members of the RCBA. Please stay tuned for more information as things develop.

As I get closer to starting my term as president, I reflected on the six years leading up to this moment, having served on this board for two years as a director-at-large, one year as secretary, one year as chief financial officer, one year as vice president, and one year as president-elect. I must admit, there were some difficult times when I felt discouraged and felt that some people along the way just did not want to see me succeed. This is something I am sure that we all have felt during our lifetimes. However, those were the times that made me understand even more what a wonderful group of supportive colleagues and mentors were standing right beside me within this legal community.

I wanted to take this opportunity in writing this column as a forum to say how grateful I am for all your support, advice, and friendship. In the words of Oprah Winfrey, "Be thankful for what you have; you'll end up having more. If you concentrate on what you don't have, you will never, ever have enough." I am so thankful for the relationships I have built in this legal community and I look forward to continuing to build relationships with all of you. Thank you so much for giving me the opportunity to serve as president of an organization as amazing as the RCBA. I will do my best so that this is not just a title, but a responsibility to the members.

I will end this column with a quote by Jay Danzie, which is one that I hope we all can live by and that will help us remember to treat each other with kindness and respect, "Your smile is your logo, your personality is your business card, how you leave others feeling after an experience with you becomes your trademark."

Sophia Choi is a Riverside County deputy district attorney, past president of the Leo A. Deegan Inn of Court, inaugural president of APALIE, and past vice president of the Korean Prosecutors Association.

Barristers President's Message

by Goushia Farook

Jedi in Training

I must start my first article by acknowledging and thanking the tireless efforts of the Barristers immediate past president, Paul Lin. Paul's leadership has been inspiring and his dedication to the Riverside legal community, admirable. When the COVID-19 pandemic started earlier this year, Paul handled the determination of pending events and transition into virtual events seamlessly. Amidst a background of uncertainty and change, Paul ruled with an iron fist. Kidding! Paul demonstrated flexibility and support to ensure the Barristers safeguarded the principles of our organization and our community.

I suggested to Paul that he remain at the helm for one more year to make up for infringement of COVID-19 on his term. He graciously declined. Over the course of my term, I know I will be looking to Paul for inspiration and answers to incessant questions, including how to sync our Google calendar for upcoming events.

Paul, as Yoda said to Luke, "always pass on what you have learned."

2020-2021 Starting Line Up

I am ecstatic to introduce our new board. I want to personally thank the incoming board members for supporting the Barristers organization and I look forward to an eventful year despite the challenges our current world poses for social events. My Barristers dream team is as follows:

Past President: Paul L. Lin
President-Elect: Michael Ortiz
Treasurer: David P. Rivera
Secretary: Lauren M. Vogt
Members-at-Large:
- Alejandro Barraza
- Ankit Bhakta
- Kevin E. Collins
- Braden Holly
- Brigitte M. Wilcox

I am looking forward to a great year with this team of amazing individuals!

Just a Barristers Girl, Living in a COVID World

COVID-19 has certainly caused me to reassess my goals and aspirations for Barristers during my term. I choose to remain optimistic about the future and hope that in 2021 we can return to hosting in-person happy hours without limitations. I am also remaining hopeful that we can host our 2021 Judicial Reception with full fervor. I do have unfinished business to tend to on behalf of Paul. At the end of his term, Paul had hoped to host another *Furristers* hike at Mt. Rubidoux. For those unfamiliar, we previously hosted a hike at Mt. Rubidoux where you could bring your pet or as we call them, furristers! One of my goals is to make this happen, in part for Paul, and in part because while I have not met your dog, I love your dog. You get extra points if your cat joins us for the hike!

For those of you who know me, you know I value community outreach and service. I am hopeful Barristers can contribute to the community during my term, however feasible, and needed while ensuring the safety of our members and the public.

I have been told my optimism is naïve and I should not anticipate being able to accomplish what I have in mind. I recognize the reality of our situation, but I cannot purposefully choose to be negative. It is simply not who I am. We will not be going to Disneyland any time soon, but we will have a fun year!

While the time calls for it, I anticipate Barristers will be hosting virtual happy hours, virtual MCLE events and perhaps even limited, socially distanced gatherings. Stay tuned for scheduled events!

Follow Us!

For upcoming events and updates:

Website: RiversideBarristers.org
Facebook: Facebook.com/RCBABarristers/
Instagram: @RCBABarristers

If you have events you would like to see the Barristers host, MCLE topics you would like to see covered, or community outreach options, please contact us and we would love to explore those ideas with you. You can also reach me personally at goushia@brlfamilylaw.com.

Goushia Farook is an attorney at Bratton, Razo & Lord located in downtown Riverside where she practices exclusively in the area of family law. She is a member of the Leo A. Deegan Inns of Court, Asian Pacific American Lawyers of the Inland Empire (APALIE), and Inland Counties Legal Services (ICLS). Goushia can be reached at goushia@brlfamilylaw.com.

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Bail on the Ballot: The Future of California's Monetary Bail System

by Souley Diallo

The monetary bail system has been a foundational element of the American criminal justice since the founding of the republic. At common law, the purpose of bail was solely to assure the appearance of the accused in court – public safety was not a consideration.[1] The concept of "preventative detention" for the safety of the public was seen as inapposite to the presumption of innocence.

Initial efforts at bail reform sought to use preventative detention as part of an effort to reduce escalating crime rates. The consideration of preventative detention was first addressed on a national level with the Bail Reform Act of 1966. Under its terms, persons charged with capital offenses or awaiting sentence or appeal could be detained if the court found that "no one condition or combination of conditions will reasonably assure that the person will not flee or pose a danger to any other person or the community."[2]

In California, the right to bail in non-capital offenses is codified in Article 1, section 12 of the state Constitution.[3] The first efforts to enact preventative detention into law came with the passage of Proposition 4 in 1982. Proposition 4 amended the Constitution to allow for the denial of bail for certain non-capital felony offenses when there was clear and convincing evidence that the release of the defendant "would result in great bodily harm" to others.[4] The state Constitution was further amended by the voters in 2008 through Proposition 9--the Victim's Bill of Rights, known as Marsy's Law. Marsy's Law mandated that the court consider the "protection of the public" and the "safety of the victim" in bail determinations. Further, Marsy's law specified that "public safety and the safety of the victim shall be the primary considerations."[5]

The current bail system relies upon a schedule formulated by each county that affixes amounts depending upon the severity of the offense.[6] Upon arrest, a defendant may post bail in accordance to the bail schedule prior to their scheduled arraignment in court.[7] At arraignment, the judge has the discretion to set bail in any amount, taking into account facts of the alleged crime, along with the personal background and criminal history of the accused.[8] If the defendant is charged with a serious or violent felony, the court is only permitted to set bail lower than the county bail schedule upon a finding of unusual circumstances.[9] The court also has discretion to release the defendant on their own recognizance, upon consideration of the same factors for which the court sets bail.[10]

As a practical matter, judges rarely deviate from the listed bail schedules. Accordingly, since criminal defendants are disproportionately represented by lower socio-economic classes, many accused are unable to post bail. The vast majority of those who are afforded pretrial release on felony offenses do so through use of commercial bail bonds. Accordingly, the monetary bail system has resulted in means-tested incarceration; the substantial determining factor of pretrial detention being the ability to afford a bail bond.

By default, individuals who can afford to post bail escape the devastating collateral consequences of pretrial detention. Thus, the socio-economic status remains the dominate factor over whether an accused remains in custody awaiting trial or is allowed to remain free on bail.

The obvious consequence of such a system is that it presents the appearance of a two-tiered justice system, one for the rich and a separate one for the poor. Beyond the philosophical principle, the practical consequences are equally problematic. The potential job loss, social, and economic consequences of pretrial detention often will be a disincentive to the accused from engaging in a protracted court litigation. Accordingly, especially in low-level felony offenses where the accused has the prospect of release on probation after conviction, pretrial detention may push the accused to plead guilty simply to get out of jail. In contrast, the individual who is able to afford bail can make decisions about when whether or not to plead guilty without the additional pressure of pretrial incarceration and the potential loss of employment. Consistent with other aspects of the criminal justice system, racial discrepancies

1 *4 Blackstone's Commentaries 1690* (1769) (Rees Welsh & Co. 1902).
2 Bail Reform Act of 1966 (Pub.L. No. 89-46, 80 Stat. 214), repealed 1984; Bail Reform Act of 1984 (18 U.S.C. §§ 3141–3150).
3 Cal. Const Article 1 § 1.2
4 *Id.* (Proposition 4 was passed in part as a response to California Supreme Court decisions holding that the Constitution did not permit the consideration of public safety concerns in setting bail. See *In Re Underwood* (1973) 9 Cal.3d 345).
5 Cal Const. Article 1 §28(f)(3).
6 Penal Code § 1269b.
7 *Id.*
8 Penal Code § 1275.
9 Penal Code § 1275 sub. (c).
10 Penal Code § 1318.

appear in bail decisions. Hispanic and African American defendants are more likely to be detained pretrial than similarly situated white defendants.[11]

The number of pretrial inmates in jail populations has outpaced that of sentenced prisoners despite historically low crime rates.[12] In 2017, in California there were 46,000 individuals in pretrial detention, representing 64 percent of the jail population.[13] Studies suggest that California's rate of pretrial detention substantially exceeds the national average.[14] According to one study, the median bail rate in California was five times the average of the rest of the country.[15]

Across the country, bail reform advocates have made progress in recent years in persuading policymakers of the need for change to the monetary bail system. Recognizing the national conversation regarding bail reform, in 2017 the Judicial Council of California convened a Pretrial Detention Reform Workgroup to evaluate the state's monetary bail system. The report concluded "California's current pretrial release and detention system unnecessarily compromises victim and public safety because it bases a person's liberty on financial resources rather than the likelihood of future criminal behavior and exacerbates socioeconomic disparities and racial bias."[16] The workgroup recommended that California phase out its monetary bail system, replacing it with a pretrial risk assessment based in part upon the use of computer algorithms.[17] Moreover, in early 2018, a Court of Appeals decision held that the arbitrary use of bail schedules violated the California Constitution.[18]

In response to the push for bail reform, the legislature drafted the California Money Bail Reform Act — Senate Bill 10, which proposed to eliminate the monetary bail system. The original incarnations of the bill, which was supported by the ACLU, sought as its goal to "safely reduce the number of people detained." It included categories of offenses in which pretrial release was mandated and limited judicial and prosecutorial discretion. After extensive input from the Judicial Council, the final versions of the bill deleted the stated intent of the reduction of pretrial detention, replacing it with a stated intent to "permit preventative detention of pretrial defendants."[19] The final version relies heavily upon the use of a "risk assessment tool" administered by county pretrial services agencies. The specific parameters of the risk assessment were omitted from the statute, and left to the promulgation of Judicial Council rules, and the administration of local courts.

Under Senate Bill 10, county pretrial services agencies use the risk assessment score, categorizing a defendant as either low, medium, or high risk. Low risk offenders are entitled to release on their own recognizance within 24 hours. Most medium risk offenders are similarly entitled to release within 24 hours, but may be subject to non-monetary conditions of release, such as GPS monitoring and drug testing. High risk offenders are held until arraignment. At arraignment, the court is required to grant pretrial release to defendants unless the prosecutor files a motion seeking pretrial detention.[20] The prosecution at arraignment, or any point thereafter, may file a motion for pretrial detention if "there is substantial reason to believe that no conditions will reasonably assure public safety or return to court."

The ACLU and other civil liberties advocates revoked their support of the final version of Senate Bill 10.[21] Specifically, they feared that reliance on the yet to be determined risk assessment algorithm had the danger of institutionalizing the same economic and racial biases present in the monetary bail system. They also expressed concern over the increased discretion granted to prosecutors to request pretrial detention. Some bail reform advocates feared that the net result of SB 10 would be an increase in pretrial detention, which was completely contrary to the original purpose of the legislation.

The passage of the bill eliminating the long-standing cash bail system was met with stiff opposition. As expected, the commercial bail bond industry, facing an existential crisis to their business, strenuously objected. Moreover, notwithstanding the Judicial Council led reforms in the final version of the bill, victim's rights and law enforcement groups objected that Senate Bill 10 would jeopardize public safety. After the passage of the Senate Bill 10 in 2018, the opponents of the bill immediately launched a campaign to repeal the law by referendum. After obtaining sufficient signatures to qualify the proposition for the ballot in 2019, the implementation of Senate Bill 10 was

11 Stephen Demuth & Darrell Steffensmeier, "The Impact of Gender and Race-Ethnicity in the Pretrial Release Process," 51 SOC. PROBS. 222, 233-34 (2004).

12 Judicial Council of California, Pretrial Detention Reform Workgroup Report (October 2017).

13 *Id.*

14 Sonya Tafoya et al., pub. Pol'y Inst. Cal., Pretrial Release in California 5 (2017), https://www.ppic.org/content/pubs/report/R_0517STR.pdf.

15 "It's Time to Do Away with California's Cash Bail System," *Sacramento Bee* (Apr. 7, 2017), https://www.sacbee.com/opinion/editorials/article143174454.html.

16 Judicial Council of California, Pretrial Detention Reform Workgroup (October 2017).

17 *Id.*

18 *In re Humphrey,* (2018) 19 Cal.App.5th 1006 (review granted, S247278, May 24th, 2018).

19 S.B. 10 § 2018 Leg. 2017-2018 Reg Sess. (Cal 2018)

20 *See* Adam Petersen, The Future of Bail in California: Analyzing SB 10 Through the Prism of Past Reforms 53 Loy. L.A. L. Rev. 263 (2019).

21 Daisy Vieyra, ACLU of California Statement: Governor Brown Signs Bail Reform Legislation Opposed by ACLU, AM. C.L. UNION SO. CAL. (Aug. 28, 2018), https://www.aclusocal.org/en/press-releases/aclucalifornia-statement-governor-brown-signs-bail-reform-legislation-opposed-aclu.

delayed pending the vote by operation of law. Therefore, in November of 2020, California voters will decide the fate of SB 10 via Proposition 25. A "yes" vote on Proposition 25 would affirm the provisions of Senate Bill 20 and eliminate the monetary bail system. A "No" vote would retain the current monetary bail system that existed prior to the bill's passage.[22]

In recent months, the issue of bail reform has been further complicated by the Covid-19 pandemic. In response to widespread presence of Covid-19 in the county jails, the Judicial Council temporarily authorized counties to enact emergency bail schedules designed to reduce the inmate population. Many counties authorized "zero bail" for non-violent misdemeanor and felony offenses.[23] These emergency schedules in effect served as a "trial run" for bail reform in advance of the November election. Although it is premature to accurately assess the impact of the emergency bail schedules, the opponents of bail reform argue that the widespread pretrial releases resulted in an increase in crime rates.[24]

As illustrated above, bail reform presents the challenge of balancing competing policy interests in a comprehensive legal framework. This challenge is compounded by a highly charged political environment, pitting civil libertarians, the judiciary, law enforcement, victims' rights advocates, and the commercial bail bond industry against each other. Accordingly, regardless of the outcome of the election, Proposition 25 likely represents the beginning of the bail reform conversation rather than the end of it.

Souley Diallo is a deputy public defender for the County of Riverside. Mr. Diallo works as a trial attorney in the Complex Litigation Unit, where he represents clients in capital cases, homicides and other serious felonies.

22 Proposition 25 Analysis, Legislative Analyst's Office, July 15, 2020 https://lao.ca.gov/BallotAnalysis/Propositions.

23 Darrel Smith, "Judicial Council of California Approves $0 Bail for Low Level Suspects," *Sacramento Bee*, April 6,2020 (https://www.sacbee.com/news/coronavirus/article241817606.htm).

24 Commentary: "Fresno's police chief politicizes the impact of zero bail on crime." *Fresno Bee* July 22, 2020 (https://www.fresnobee.com/opinion/readers-opinion/article244409422.html).

Representing Lenders in the Time of COVID

by John Boyd

The approach of this article is similar to my practice, representing lenders who make primarily consumer-type loans secured by their residences or vehicles. This has been a significant portion of my practice. From a practical standpoint, this type of practice is a hedge against economic cycles. In down times, you are trying to collect money, in good times trying to put it together with people. This article has three parts, the status of the law, feedback from my lender clients, and recommendations.

The Law

The primary piece of legislation on a national level is the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136 (Mar. 27, 2020), better known as the CARES Act.

The primary action on a state level are the emergency orders, particularly Emergency Rules 1 and 2 adopted by the Judicial Council restricting eviction and judicial foreclosure actions, which are a part of the enforcement process on secured transactions.

One of the obvious differences is the action by the Congress and president of the United States was a legislative action and the emergency rules were done by the judicial system. While both of these actions were needed, this seems to be a departure from a tenet of American Jurisprudence that the legislative body creates the jurisdiction and the matters handled within the court system while the courts administered themselves. However, that is for another discussion.

The CARES Act covers about two-thirds of the borrowers for home mortgages. The Act covers federally backed mortgages, either a first or second on property of not more than four personal residences. The type of loan and qualification for protection may change because of transfers and assignments of notes in the very real norm of the lending business.

The protection for the borrowers and for which the lenders must respond are two-fold: 1) the right to forbearance and 2) a foreclosure moratorium.

The right to forbearance includes a prohibition against late fees or any other assessments and a temporary suspension of the payment obligations for the "covered period" since the declaration of an emergency by the president on March 13, 2020. The "covered period" is not adequately defined and most probably includes the time periods for the moratorium protection. Two very unique characteristics of this protection are: 1) for "federally backed mortgages" the borrower does not have to show any proof of effect, just an attestation that their position has been affected by the pandemic and 2) the forbearance is not affected by a current delinquency of the borrower.

Also, the failure to make payments because of forbearance will not be held negatively against the borrower. The interesting aspect of this is that, while a loan is in process, the lender merely reports payment history and the history will include the forbearance. The real teeth of this protection is probably in the next loan the borrower seeks and the underwriting process of the new lender.

The foreclosure moratorium initially was through May 17, 2020, but it has been extended by a number of federal entities through August 31, 2020; and I suspect, given where we are in the handling of the pandemic the moratorium will be extended even further. Additionally, for Freddie Mac and Freddie Mae loans, the lender/servicer must contact the borrower thirty days before any forbearance period ends and analyze if the borrower is appropriate for other loan modification programs. There is not enough room in this article to discuss the loan modification programs available through the other federal entities, but if you have questions, drop me an email and I will provide reference materials.

For those loans not covered under the CARES Act, California does not have a specific piece of legislation providing the same protections. There are two bills currently in legislature, AB 2501 and AB 828, which would preclude foreclosures and even attempting the start of an eviction with a notice to quit.

California Emergency Rules 1 and 2, initiated by the courts, were most probably the result of two factors; the first being the limited court resources upon reopening and avoiding a deluge of filings and the second, the Judicial Council's responsiveness to the economic conditions.

The limited exception under Rule 1 for eviction actions is for "public health and safety," which is not defined. Abandoned property, dilapidated, and dangerous properties red tagged by code enforcement, would certainly be considered health and safety conditions. The order does not allow a court to issue a summons on an unlawful detainer action without a showing on the record by the court that the action affects health and safety. The critical importance is in the pleading of the unlawful detainer action. It must be specific and detailed enough for the court to make a finding before the summons is issued.

The other interesting aspect of the Rule 1 is the effect of the sunset provision. The current provision provides that the rule remains in effect for 90 days after the governor ends the state of emergency. As of the date of this article, pre-COVID-19 unlawful detainer actions in certain courts have been allowed to proceed, but the provisions as to judicial foreclosures and unlawful detainer actions during the COVID-19 period have not. Certainly, for unscrupulous tenants, these provisions could be abused. However, considering the effect of the economic slowdown due to the virus, more renters than borrowers are affected. Because so many jobs have been lost, this is a needed protection. However, from the landlord's perspective or the foreclosing lender, a tenant/borrower could avoid paying rent/payments since March of this year and not risk an unlawful detainer action until, at the earliest, the last month of this year.

I suspect the Judicial Council will modify the sunset provision as courts reopen and the economy improves.

Client Feedback

The most interesting feedback is from one client, but it seems to be consistent across the lending industry. The actual forbearance agreements in place are less than 3% of the total loan portfolio. Inquiries by borrowers were far greater, but the vast majority did not follow through. Personally, I believe that is for two reasons. As mentioned above, the population most affected by the loss of jobs and the downturn were probably renters and not homeowners. The second reason, and probably more impactful, is Washington has decided to fight through this downturn by printing as much money as possible through various relief programs.

Lenders have also said the pandemic has impacted the ability to timely complete transactions or the underwriting process. The constant changes in regulations create a unique burden on lenders to stay vigilant in the crisis. The building slowdown, from the issuance of building permits to the lack of construction materials, and the ability to complete inspections and appraisals has hurt the lending business. You would think with interest rates at an all-time low the housing market, while good, would be on fire much more than it already is.

Practitioners know just how hard it is to get documents signed because of social distancing. Adding a notary to the process makes it even more difficult.

In this section, I would leave you with one thought. Winston Churchill's famous quote about the victory of WWII in North Africa over Germany and Italy was the victory "was not the end and not the beginning of the end, but an end to the beginning." This is where we are, as we are still faced with a pandemic. The available public money will run out, no follow up legislation, at least on the national level, has been passed, and we still do not have a vaccine or other therapeutic treatment recognized.

Recommendations

1. **Be reasonable and have your clients be reasonable.** Most of the documentation favors the lender and most of the public opinion favors the borrower. There is a reason most banks have jury waivers in their documents. As we have counseled new attorneys over the years, when you communicate in writing, draft the letter as if a judge or research clerk will be reading and deciding who is responsible and reasonable. If this includes waiving a deadline, extending a payment, or waiving a fee, look at the circumstances, be fair, and then more fair. Our colleagues are very good at getting around jury waivers and eventually most on that jury panel will be homeowners.
2. **Stay educated.** It is very easy to get updates from our resources, but the problem is staying on top of all the sources we use in our practice and then ignoring all those articles and blogs about what may or will happen. Be on the front end of any changes in the law, meaning do not make your client's customer or, even worse, your client let you know about the changes.
3. **Offer to mediate.** While some documentation calls for it, most do not. Mediation, as most of us know, provides the opportunity for both sides to get another opinion and perspective on their positions. As many mediators will tell you, one task they have is delivering the bad news to the parties which, for some reason, their counsel has not been effective in communicating. Mediation also allows a party to save "face," for whatever that may be worth, or blame it on the mediator who recommended settlement.

When I look back at forty plus years of practice, most of the impactful legislation in this area has come in economic turmoil and this is no different. However, in the other downturns and recessions, schools didn't close, sports weren't suspended, and lives were not lost. As representatives of our judicial system, we have a duty to make sure the process works while the other processes cannot because of the pandemic. We need to provide the stability that this time will not.

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It's the End of the World as You Know It – Do You Feel Fine?

by Andrew Gilliland

When the former college band turned international icons R.E.M. performed on MTV's classic show *Unplugged* in 1991, Michael Stipe pulled out a piece of paper that he jokingly claimed to have gotten off the "internet" with the lyrics to the now classic song *It's the End of the World as We Know It (and I Feel Fine)*. In typical R.E.M. fashion, the song references serious issues and then throws in a slew of nonsensical phrases. Michael Stipe was once asked why R.E.M. did not reveal its lyrics on its early vinyl albums as other bands had and he responded that sometimes the words came from a primitive space rather than a determinative story line. He elaborated that R.E.M. wanted to maintain that space by not publishing their lyrics. The harmonious chorus of this song appeals to this primitivism letting us know that we can feel fine if we invest in self-reflection as the chorus repeatedly encourages us to do.

While finding "your space" is an individual endeavor that can last a lifetime, the methodical attorney in me relies on checklists that help me understand what I consider to be "my space" and my preparations if the world around my space came to either a literal or figurative end. While I would never simplify life to a series of boxes that need to be checked, I do concede that checking boxes does provide a sense of accomplishment and direction. This article will discuss some of the boxes that could be checked when it comes to preparing your financial affairs for the inevitable end that we will all face — incapacity and/or death. The purpose is to provide a beginning point before you run out of time to get your financial affairs in order.

Begin the Begin

No process will be helpful absent a desire to begin. For R.E.M., the end "starts with an earthquake" and disintegrates from there into every other possible beginning to the end. You should not need to wait for an earthquake or some other personal or natural disaster to begin. Finding the motivation to start can be as simple as beginning to understand where you are and where you want to be. Take a quiet minute and ponder the following phases of your typical estate planning matrix:

- Sudden incapacity (think stroke, aneurysm, or accident);
- Sudden death (again think stroke, aneurysm, or accident and add heart failure);
- Later in life incapacity (think stroke, dementia, Alzheimer's); and
- Later in life death (in spite of cryogenics we all die).

For most, thinking about these types of events creates a sense of vulnerability, but really you should feel good that you are beginning to get your affairs in order.

So how do you begin? For incapacity planning (whether sudden or later in life), there are several key documents that you should have in place. The documents you should have consist of:

- An advanced medical directive (who is going to make your medical decisions);
- A power of attorney (who is going to handle your financial affairs);
- A living will (what are your directions about prolonging life);
- A nomination of conservator (in case your other documents miss something);
- A HIPPA release (who will have access to your medical information); and
- A trust (who will be your successor in making decisions for your trust).

Each document provides guidance and direction to those who will make decisions on your behalf when you can no longer do so.

With respect to your financial affairs, the first questions to ask yourself are:

- Who do you trust to handle your financial affairs?
- Who has the knowledge to properly handle your financial affairs?
- Who do you believe will protect the interests of your trust beneficiaries?
- How would this person know what your financial affairs are?

Answering the first three questions may require a thorough analysis of those in your familial and/or social circles. Whereas answering the last question simply requires putting the right information in the right place, so that no matter whom you vest with these responsibilities, the individual has access to your personal financial affairs. I always recommend that my clients put together what I refer to as the "Book of Affairs." Despite its illicit name, the purpose of the Book of Affairs is really mundane as you want to provide a single location for your financial documents. Think of it as a snapshot of your financial affairs. The Book of Affairs is typically a binder, folder, or USB thumb drive in a secure location such as a fire safe that contains the following types of documents:

- Insurance policies;
- A single retirement plan statement for each plan;
- A single bank account statement for each account;
- A single brokerage statement for each brokerage;
- A copy of each title for any item that has a title such as each vehicle, boat, RV, motorcycle, jet ski, etc.;
- A single statement for each outstanding mortgage or loan;
- A copy of any document evidencing a debt that you are owed;
- Any stock certificates or membership/partnership interests you may have in your possession;
- A copy of any firearm registration;
- A single statement for each credit card;
- A list of all properties that you own;
- A single utility statement for each utility;
- A list of your passwords to each electronic account you have;
- A copy of each estate planning document; and
- A copy of any funeral or burial plot arrangements.

The Book of Affairs should accomplish facilitating your designated person's ability to access your financial world if you cannot provide the information due to incapacity. Many hours are often spent searching for this information and late penalties and fees can be assessed if the information is not timely found and bills are paid late. The more information you can provide, the easier the process can be both mentally and financially. Because of the sensitive nature of the information in the Book of Affairs, I recommend providing the location of the Book of Affairs to the designated individual, rather than providing an actual copy of all the documents.

Planning for death (whether sudden or later in life) follows the same process as planning for incapacity with a few minor adjustments. The typical operative documents that remain effective upon death are:

- A trust;
- A will;
- A personal property memorandum; and
- A burial directive.

It is important to note that an advanced medical directive, power of attorney, living will, and nomination of conservator all terminate upon death. A HIPPA release can remain valid for the period specified in the document. The designated individual should be able to access the Book of Affairs in order to wrap up your affairs and carryout your desires as set forth in your will, trust, personal property memorandum and/or burial directive.

Out of Time

The title to R.E.M.'s Grammy Award Best Alternative Band Music Album provides an ominous warning to those who procrastinate. Failure to put your financial affairs in order will burden your loved ones as they try to emotionally cope with losing a loved one. Life has a few hard line principles and one of them is that if you are *Out of Time*, you are out of time.

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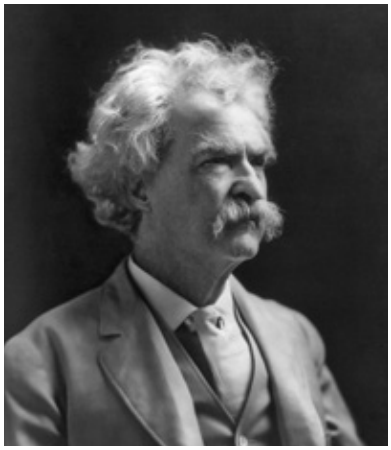
Book Review – *Chasing the Last Laugh: Mark Twain's Raucous and Redemptive Round-the-World Comedy Tour* by Richard Zacks

reviewed by Abram S. Feuerstein

Garage sales enthusiasts or thrift store shoppers may see one. See what? An old vinyl 33 and 1/3 rpm record of "Mark Twain Tonight!" likely priced at about half a buck.

For readers under the age of one hundred, and for those over a hundred, "Mark Twain Tonight!" was a live, one-man stage show in which actor Hal Holbrook portrayed the famous author reciting selections from Twain's top hits. In 2017, after more than 60 years of reciting "Jim and Huck," "Jumping Frog," and other Twain tales to audiences while he wore a three-piece white suit and chomped on cigars, Holbrook finally retired the show.[1] The vinyl records will be a fond memory piece for some; junk for others.



Mark Twain
Photographer: A.F. Bradley in his studio.

But, Twain himself hated performing for money in front of audiences. As author Richard Zacks relates in his book, *Chasing the Last Laugh*,[2] Twain called the stage the "dreadful platform."[3] Although Twain dominated private social gatherings with his dry wit and great story-telling talent, peddling his tales to audiences did not comport with his self-image as a world-renowned author. He called public speaking "demeaning" and "undignified," and thought it made him look like "a mere buffoon."[4] So he swore it off once he could earn sufficient money from his writing.

"Why crucify myself nightly on the platform?" he had observed in a letter to an agency that handled public speakers.[5]

Yet at age 60, America's highest paid and most successful author, found himself in 1895 deeply in debt. In today's dollars, he owed about $2.4 million to creditors. Not only had he lost all of his own money, he had lost all of the money his coal-heiress wife had, too.[6]

Out of options, Twain decided to take the "Mark Twain" show to the road. He contemplated a 12-month "around the globe" reading and talking tour, starting in the American West and Canada, and on to Australia, New Zealand, India, and South Africa, and then to Europe. In addition to lucrative speaking fees, Twain would pocket money from magazine and travel book publishing deals. The publicity might even generate interest and increase sales of his prior books. For Twain, the world tour seemed the quickest way to earn money.[7]

Twain's Financial Troubles

Twain's financial problems were long-standing and had been his own doing. True, he enjoyed the good life – with the help of seven servants,[8] he frequently entertained the local literary set[9] and business circles at his custom-built house in Hartford, Connecticut; and daily indulged in gambling, cigar smoking (two dozen a day), billiards playing, and drinking.

More significantly, notwithstanding his literary genius, Twain had a genius for losing money. Intrigued by new

1 Holbrook, who is 95 years old, performed the show at Riverside's Fox Theater in January 2015 when he was 89. See Laurie Lucas, "Riverside: Hal Holbrook to portray Mark Twain at the Fox," *The Press-Enterprise*, January 15, 2015, retrieved at: *https://www.pe.com/2015/01/15/riverside-hal-holbrook-to-portray-mark-twain-at-the-fox/*.

2 Richard Zacks, *Chasing the Last Laugh: Mark Twain's Raucous and Redemptive Round-the-World Comedy Tour* (Doubleday 2016) (hereinafter, "Zacks").

3 Zacks, p. 12.

4 Zacks, pp. 58, 172. According to Twain, once an audience saw you stand on your head, they expected you to remain in that position. Zacks, p. 4.

5 Zacks, p. 58.

6 Zacks, p. 4.

7 Twain would tell an Australian reporter that he had not been induced to visit the continent previously because he had been "rich," but now heavily in debt he had to find a way to pay his debts. "The lecture platform is rather hard work, but it is the quickest way to pay these debts and get them out of my way," he said to the reporter. *See* Gary Scharnhorst, ed., *Mark Twain: The Complete Interviews*, pp. 197-98 (University of Alabama Press 2006) (hereinafter, "Complete Interviews").

8 Zacks, p. 6.

9 Harriet Beecher Stowe was Twain's neighbor. Page 314.

inventions and their possible commercial application, he invested in start-up companies. In doing so, he disobeyed his own financial advice: "There are two times in a man's life when he should not speculate. When he can't afford it and when he can."[10]

One invention, particularly, pushed Twain into financial ruin — the Paige typesetter, invented by James W. Paige. Starting in his teens as a printer's apprentice at the *Missouri Courier* in Hannibal,[11] Twain had been in and around printing his whole life. Upon seeing the Paige invention Twain was agog as he imagined its promise at simplifying the picking, sorting, and inking of pieces of type. To Twain it was a "mechanical miracle." "All the other wonderful inventions of the human brain sink pretty nearly into commonplace contrasted with this," he wrote. That included "telephones, telegraphs, locomotives, cotton gins, (and) sewing machines."[12]

But, Paige could never iron out the kinks. Weighing several tons, the typesetter had 18,000 movable parts[13] causing it to break down frequently. More streamlined, competing machines eventually became the industry standard used at major newspapers. Twain refused to recognize reality. Paige was a good salesman who, as Twain said, "could persuade a fish to come out and take a walk with him."[14] Paige always promised Twain that the machine was one repair away from perfection. By the time Twain's resources gave out, he had poured $170,000 into it – the equivalent of $5 million today.[15]

Twain lost significant sums on another big gamble. Dissatisfied with sales of his new and "back-list" books, he thought he could make more money publishing them himself. So, he established his own publishing house, "Charles L. Webster & Co" ("Webster & Co."). The idea worked, initially. Sales from *Huck Finn* were respectable, and *The Personal Memoirs of Ulysses S. Grant* broke publishing records.[16] But other titles bombed; a bookkeeper embezzled funds; and mismanagement plagued the company.

The company also established a problematic business model in selling an 11-volume "Library of America" set by subscription. Door-to-door salesmen would sign up a customer, who forked over a modest $3.00 initial monthly payment to cover the $33.00 price-tag for the entire set.[17] However, with sales commissions and printing and shipping expenses, each new customer up front cost the firm $22.00.[18] Numerous customers defaulted and by 1893, when a deep recession and stock market crash confronted the country, the rising delinquencies were a death blow to the company.

Repaying Creditors

In light of his poor business judgment, Twain turned to a new but future life-long friend, Henry Huttleston Rodgers — to Twain, "H.H." — a Standard Oil vice-president, to help him negotiate with creditors. Worth about $50 million,[19] "robber baron" H.H. Rodgers, a "right-hand" to John D. Rockefeller, had earned a reputation as a ruthless businessman.

Twain gave Rodgers a broad power of attorney. Rodgers then arranged for Twain to transfer all of his property, including the Twain copyrights and royalty rights, to Twain's wife, Olivia Clemens – or Livy – purportedly to repay her for the money she had loaned her husband to prop up his failing ventures.[20]

Rodgers and Twain also arranged to place Webster & Co. into a type of bankruptcy known as an "Assignment for the Benefit of Creditors."[21] Then as now assignments for the benefit of creditors are state law creations. Although the U.S. Constitution provides that Congress shall establish bankruptcy laws, Congress had allowed the bankruptcy law to lapse in 1878 and would not enact new bankruptcy legislation until 1898. Webster & Co.'s assignment occurred under New York law.

In an Assignment, the debtor through its attorney/assignee tries to persuade creditors to vote to accept a proposed settlement. And, had Twain left the entire matter to Rodgers, Twain's publishing company likely could get out of its debts by paying pennies on the dollar.

However, Twain had another advisor. In the face of newspaper headlines trumpeting Twain's financial failure, Livy was horrified and heart-sick.[22] Under mounting creditor pressure, Livy told her husband that they needed to repay their creditors in full. She felt they owed their creditors "not only the money but our most sincere apologies that we are not able to pay their bills when they fall due."[23]

She continued: "When these bills are all paid, as they of course will be, I do not want the creditors to feel that we have in any way acted sharply or unjustly or ungenerously with them. I want them to realize & know, that we had their interest at heart, more, much more than we had our own . . . Do not for one moment [let] your sense of

10 Quoted at Zacks, p. 4.
11 Zacks, p. 14
12 Zacks, pp. 14-15.
13 Zacks, p. 16.
14 Zacks, p. 17.
15 *Id.*
16 Zacks, p. 6.
17 Zacks, pp. 7-8.
18 *Id.*
19 Zacks, p. 10.
20 Zacks, p. 30. Bankruptcy attorneys would recognize the transaction as a classic preferential and/or fraudulent transfer. *See generally*, 11 U.S.C. Secs. 547 and 548.
21 Zacks, p. 27.
22 Zacks, p. 29.
23 Zacks, p. 33.

our need for money get advantage of your sense of justice & generosity."[24]

Livy's views prevailed, and the Clemenses made a moral commitment to repay their debts. They closed up their beloved Hartford home and embarked on a 12-month speaking tour. Leaving the country, too, had the additional benefit of enabling the Clemenses to keep a step ahead of their creditors and avoid being served with legal process.

Chasing Laughs, But Pursued by Tragedy

The trip was ambitious. Circling the globe in an age when steamers steamed 15 miles per hour and trains trained at 25 was no easy feat. Although lecture agents smoothed their way and handled most of the arrangements (mainly first class), during the year, the Clemenses would spend 98 days on ships.[25] Frequently they were sick on and off the boats. Aside from colds and coughs that afflicted everyone in the family, Twain suffered miserably from infected boils that confined him to hotel room beds staring at walls.[26] Notwithstanding bouts of bad health, Twain performed 122 nights in 71 different cities.[27]

Early U.S. performances allowed Twain to perfect his material and delivery. According to Zacks, once on stage Twain "spoke slowly, not loudly, but his rich voice carried in an intimate way."[28] Although no recordings of Twain's voice exist,[29] he appears to have told his stories with a rehearsed casualness and informality.[30] Twain's daughter observed that her father "knew the full value of a pause," which, when combined with "his inimitable drawling speech" increased the humorous effect of the stories.[31] Performances would last 90 minutes. Twain memorized three different shows so as not to repeat himself to audiences that might attend on consecutive nights in the same city.[32]

Wherever he went, Twain's celebrity status as an author and humorist preceded him. A pre-radio and television age thirst for entertainment fueled interest and strong box office receipts. Newspapermen eager to interview Twain greeted the family as they disembarked from arrival ships. Twain treated them to plenty of "Twainisms." For instance, upon arriving in Sydney, Twain told the reporters not to forget to mention in their stories his "soulful eyes and deeply intellectual expression." He called out to them: "I'm going to write a book on Australia. I think I ought to start right now. You know so much more of a country when you haven't seen it than when you have."[33]

As Twain's trek moved west and then overseas, Zacks capably captures Twain's discovery of new people and places, and to some extent their discovery of him. Some of the encounters simply represent the marvels of travel. In Ceylon (now Sri Lanka), Twain rode in rickshaws. In India, he rode elephants (which he loved) and tried wearing pajamas (he preferred nightshirts and could not understand why a person wanted to go to sleep fully clothed).[34]

In the Himalayans, in February 1896, he and his family snaked their way through the clouds riding the Darjeeling Himalayan Railway. It had been built by British businessmen to transport tea from the steep-sloped plantations near Darjeeling,[35] where Twain performed his show. Over the next two days, fog threatened to prevent the family from viewing the majestic Himalayan peaks. But early in the morning on their departure day, the skies cleared. Twain wrote that he "saw the sun drive away the veiling gray and touch up the snow-peaks one after another with pale pink splashes and delicate washes of gold."[36] The sighting, along with the roller coaster ride down the mountains, created Twain's favorite memory of the year-long tour.

Certainly, there are plenty of hints — and sometimes dollops — of the ugly American surrounding Twain's travels. For example, on a smaller scale, in New Zealand gazing at Maori bodies and faces, he observed:

> "The tattooing in these portraits ought to suggest the savage, of course, but it does not. The designs are so flowing and graceful and beautiful that they are a most satisfactory decoration. It takes but fifteen minutes to get reconciled to the tattooing, and but fifteen more to perceive that it is just the thing. After that, the undecorated European face is unpleasant and ignoble."[37]

On a grander scale, although Twain deserves his "aniimperialist" reputation,[38] Twain had no problem overlooking the injustices of British rule in India, siding with the "civilizing" benefits of railroads, schools and hospitals over the subjugation of its people. According to Zacks, Twain even "found it astounding and impressive that 150,000

24 *Id.*, at pp.33-34.
25 Zacks, p. 4.
26 Zacks, p. 149.
27 *Id.* Of note, the schedule allowed Twain little time for site-seeing (estimated at 40 days by Zacks), thereby limiting the material available to him for his future travel book, *Traveling the Equator*.
28 Zacks, p. 81.
29 *Id.* Apparently, Twain worried that recording his performances on an Edison wax cylinder would jeopardize his commercial prospects.
30 Zacks, p. 120.
31 Zacks, p. 170.
32 Zacks, pp. 57-58.
33 *Complete Interviews*, pp 197-98.
34 Zacks, pp, 225-26.
35 Zacks, pp. 1 and 253.
36 Zacks, p. 257.
37 Zacks, p. 171.
38 For example, Twain opposed America's military involvement in the Philippines, and supported America's withdrawal from China. "We have no more business in China than in any other country that is not ours," he said in an October 1900 interview. *Complete Interviews*, pp. 350-51.

white British-born citizens (half of them soldiers) could somehow devise a smooth orderly way to control 300 million brown-skinned natives across a subcontinent."[39]

Maybe Twain was blinded by the wining and dining at the tables of British military officers and wealthy businessmen. Maybe by his need to sell tickets to his performances. We expect great writers to touch on great truths; but literary heroes, like all heroes, become disappointingly human when they leave the stages upon which we place them.

Twain's last speaking event occurred in South Africa in July 1896, and he, Livy, and daughter Clara returned to England in August. There, word reached them that Susy, Twain's 24-year-old daughter who had remained in the United States, had fallen ill. Livy and Clara boarded a ship; Twain stayed behind. Four days before Livy and Clara were scheduled to arrive in New York, Twain received a telegram that Susy had died from meningitis. "It is one of the mysteries of our nature that a man, all unprepared, can receive a thunder-stroke like that and live," Twain wrote.[40] The comedy tour had ended. Twain's financial problems had separated the family, and he blamed himself for her death.[41]

Debt Relief

Twain, Livy, and their two remaining daughters reunited in Europe, where they remained until October 1900.[42] They spent most of their time in England and Austria. Even after deducting travel expenses, the speaking tour had gone a long way towards filling Twain's coffers. Tour revenues, combined with some debt concessions and book advances and royalties paid under agreements negotiated by H.H. Rodgers, enabled Twain to repay all of his debts.

There was a delay before the payments began, which fueled rumors that Twain was sick and dying in poverty. Famously, he told a journalist that "(t)he report of my death was an exaggeration."[43] In an interview with a *New York Herald* writer in June 1897, he said: "Of course I am dying. But I do not know that I am doing it any faster than anybody else."[44] The last checks went to creditors in early 1898.[45]

Twain's fortunes continued to rise. Royalties remained strong. H.H. Rodgers speculated successfully in the stock market on Twain's behalf. Even the debt-ridden coal interests owned by Livy's family were sold favorably to Pennsylvania Railroad.[46] Twain gambled again in start-up ventures.[47]

A debt-free Twain felt liberated. "I am glad it's over," he told a *New York World* reporter.[48] Upon returning to the United States, honor restored, newspapers proclaimed his achievement. Again, the *New York World*: "Now he returns, his labors ended, and his object accomplished: free from debt and a thoroughly happy man . . . The American man with a conscience is not yet an extinct type."[49]

Livy never could recover from the death of her daughter. When she left for Europe, she dreamed of returning to the family home in Hartford. She no longer desired to do so, and never did. The family sold off the home in 1903 for a fraction of its value. Livy died in 1904.

Twain fared better. Possibly the most photographed and interviewed person of his time, his celebrity status apparently provided a better shield for life's sorrows. When he died in April 1910 at the age of 74, Twain left an estate valued at $471,135, or about $15 million today.[50] That was a far cry from 1895 — when Twain's debts had propelled him onto world stages to re-enact and bring to life the moral decisions of a teenage Huck, aboard a raft, defying the law and society's expectations, as he refused to turn over Jim, a runaway slave.

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39 Zacks, pp. 209-210.
40 Zacks, pp. 316-17.
41 *Id.*
42 Zacks, p. 384.
43 *Complete Interviews*, p. 317.
44 *Complete Interviews*, p. 318.
45 Zacks, p. 363.
46 Zacks, pp. 381-382.
47 Twain became a founding member in a business that promoted Plasmon, an albumen powder, which he fancied could be used to meet the world's nutritional needs. Zacks, pp.382-83.
48 *Complete Interviews*, p. 331-32.
49 Zacks, p. 385.
50 Zacks, p. 405.

Your Financial Future

by Spencer MacDougall and Susie Leivas

Our time is a resource that is constantly being pulled in different directions. We need to manage the administrative tasks at work, produce at the office, manage the home, enjoy time with family, etc. Everyone seems to know that Retirement Planning is something that needs to be done, but it is frequently treated as some kind of necessary evil that we put off until later.

The problem with delaying and implementing a retirement plan strategy is that we are short-changing ourselves by the most lucrative years available to accumulating retirement funds. If someone delays retirement planning by five years, the delay could have a significant impact on the value of our portfolio to be used for retirement because of the lost earning potential of those funds. This is why becoming engaged with the retirement planning process needs to start early. You cannot save for your retirement after you retire and you cannot fund retirement through borrowing. You need to fund retirement while working and you need to start early. According to the Franklin Templeton 2020 RISE survey, 56% of retirees wish they had saved more.

As Social Security continues to come under increased pressure, Congress has taken some steps to entice the public to participate in their retirement planning. They have created new retirement saving platforms that are simple to manage and inexpensive. We can also now take advantage of new tax credits for starting a retirement plan (up to $5,000).

What do we do when time and complexity associated with retirement planning becomes overwhelming or you are not sure how to start planning? Enlisting the help of a licensed, professional financial advisor you can trust who can help mitigate the complexity of a fluctuating economy and save you a lot of time and money compared to doing it all yourself with an online self-service solution.

Your financial advisor can help you determine your goals, priorities, and risk tolerance, as well as using current market data to help you develop a personalized retirement strategy. Together you can create a comprehensive financial plan that includes strategies to accumulate various investments that correspond with your level of risk, how to integrate Social Security benefits in the plan, manage debt, and instruct you on how to create a paycheck for yourself during retirement. An added benefit of working with a financial advisor is that it will provide peace of mind that you have a plan in place for the retirement years.

Your search for a qualified financial advisor should include the following:

1) Inquiring about their qualifications, certifications, and experience.
2) Inquire as to whether they have any disciplinary actions taken against them.
3) What services do they offer? Do they provide tax services that complement their financial advising services to ensure that your financial plan takes into consideration changes in tax laws?
4) Will they be preparing a comprehensive financial plan?
5) What types of clients do they typically work with?
6) How are they compensated?

You want to find an advisor that will create a comprehensive financial plan. A comprehensive plan can include elements of retirement planning, investments, taxes, insurance, education, and estate planning. Ideally, this will become a long-term relationship, so you want an advisor that you can communicate with easily.

It is important to understand that retirement planning is not something done in one afternoon, then you set it aside and forget it. It will be a journey that evolves over time. The plan will need to be flexible to adapt to changing goals, changing priorities, and changing circumstances.

What is the first step? Contact a licensed financial advisor with the experience and expertise who will help you discover the answers to all your questions and create a financial plan for your future in retirement.

Spencer MacDougall, EA, CFP, is an investment advisor representative at Leivas Tax Wealth Management. He can be reached at Spencer@LeivasAssoc.com.

Susie Leivas, EA, is an investment advisor representative at Leivas Tax Wealth Management. She can be reached at Susie@LeivasAssoc.com or call 951-300-9600.

The True Meaning of "Defunding" the Police

by Marcus King

As I was an undergraduate student at UC Davis, I felt like everyone at the university loved me — except for law enforcement. And I was harassed enough to be constantly reminded that African-American students, who comprise less than 3% of the student population, were not welcomed by the Davis police department.

In 2008, a couple years before I arrived at UC Davis, a police officer named John Pike discriminated against a fellow police officer who was gay, resulting in a settlement by the police department for $240,000.

On November 18, 2011, a video of Police Lt. John Pike pepper-spraying students peacefully protesting in the middle of campus at UC Davis went viral. The 21 plaintiffs who sued received a settlement totaling $1 million dollars.

At that point it was clear to me that bad cops are a large expense. Police who abused their authority were retained rather than reprimanded. Before it was popularized by recent tragic events, the defunding of police was an idea I was already familiar with.

Since the killing of George Floyd, attention has been given to different aspects of the disparities in this country for people of color. One issue in the forefront of discussion is the defunding of police. What makes this a controversial topic could perhaps be a lack of an understanding of what the term really means.

Defunding of police often sounds like abolishing police, but that's not the real definition.

People of a lower socioeconomic status can have an experience far different than those whose status affords them the luxury of living in a more affluent neighborhood. Add in privilege, and it is easy to see how defunding of the police can quickly sound scary to some people, while to others it sounds like a much needed move in the right direction. Which is better? Investing in more police funding? Or is the better choice a police force more invested in the community they police?

The issues of police who go too far is nothing new. Rodney King being beat by police on March 3, 1991, was not the first time police used excessive force. And Oscar Grant III being killed by police at the Fruitvale Bart Station on New Year's Day 2009 was not the first time police killed a suspect who was handcuffed and restrained. As such, George Floyd being killed on May 25, 2020 as he cried out that he couldn't breathe was not the first time a police officer knelt on a suspect's neck until he died. Something makes these events important – the fact that they were actually documented.

What do we fund when we fund police? If we are fortunate enough to live in a nice neighborhood, where the police who are tasked with protecting us live, then we are receiving tax revenue from them. We will likely have better schools and a connection with police officers, which will cause us to be more comfortable with them and to feel safer.

What if we don't live in such a nice neighborhood? What if we are of a lower socioeconomic status? Police funding is not something we reap the benefits of. Is it surprising for us to then be scared of the police? Is it surprising that we feel like the police are less invested in our community? Racial bias, against black people especially, further exponentially increases that fear and disconnect.

So, what is defunding and can it actually help?

Some thirty years ago, Eugene, Oregon, felt that putting a community policing initiative into action would help. Their CAHOOOTS (Crisis Assistance Helping Out On The Streets) program gets around 20% of police calls routed to it and they respond with a team. Numbers do not lie. Each team has one mental health crisis worker and an EMT. The program has saved the Eugene police department budget an average of $8 million on public safety annually. (https://whitebirdclinic.org/wp-content/uploads/2020/06/CAHOOTS-Media-Guide-20200626.pdf)

Moreover, the American Journal of Preventative Medicine estimated that 20% to 50% of fatal encounters with law enforcement involved an individual with a mental illness.

What would police encounters look like if there was a new model used in which a mental health professional rode along with police officers? Police officers are not clinical social workers and we do not expect them to be. However, we do hope that they will be mindful and accountable. No two professions have more discretionary power in the way they are performed than the police and the district attorneys. If a mental health professional is sent out with the police, then at least someone equipped to diffuse certain situations before they escalate is present. And, having another set of eyes and more accountability can encourage officers to be more mindful in the performance of their duties.

Ultimately, a more holistic approach needs to be taken to actually protect and serve the public. Lives depend on it.

Marcus King is a third-year law student at the University of La Verne College of Law, clerked with the Riverside Public Defenders Office in the summers of 2019 and 2020, and hopes/believes in a society where police are seen as allies of the community rather than enemies.

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Racial & Economic Justice Practice Group Lead Attorney

McCune Wright Arevalo, LLP, (MWA) is excited to announce Joseph L. Richardson has joined its team as partner to lead its newly created Racial and Economic Justice Practice Group. Working in conjunction with MWA's other litigation practices – including employment, civil rights, and consumer and small business class actions – the practice group will bring attention to racial inequality practices and achieve justice for its clients.

The Racial and Economic Justice Practice Group is designed to be a voice for the community that faces racial discrimination and inequality in the workplace, in the business community, and in the consumer marketplace.

With Richardson at the helm, the group is uniquely positioned to bring actions against institutions whose policies disproportionately harm people of color in the workplace and in the consumer/small business marketplace.

In addition to litigation, Richardson also leads the practice group in advocacy – partnering with leaders and community institutions, including schools and nonprofits, to shed light on and combat racial and economic inequality. He is a proven leader and a bridgebuilder, who continues to broker difficult conversations with diverse people for the benefit of the community.

Education:
Northwestern University School of Law, J.D - 1996

Professional Associations:
American Association for Justice
Los Angeles County Bar Association
National Bar Association
Richard T. Fields Bar Association
Riverside County Bar Association
San Bernardino County Bar Association
State Bar of California

Richardson is a frequent public speaker on legal and ethical responsibility, leadership, civil rights, and today's fronts in search for justice. He is also a frequent media contributor, appearing on local and national television and writing on constitutional and justice issues.

His career has been full of giving back and serving his community. In 2019, Richardson was appointed a member of the Redlands Planning Commission. Since 2015, he has been an adjunct law professor at LaVerne College of Law, teaching California Civil Procedure and Trial Advocacy. Personally, he has stayed involved in the community through the Family Services Association of Redlands and the Garner Holt Foundation.

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Will a Business Interruption Policy Help Businesses Suffering from COVID-19? In California, the Short Answer is Probably "No."

by Dwight Kealy

With businesses suffering unprecedented losses as a result of business closures related to COVID-19, many are asking if there could be any help from traditional insurance policies designed to pay for a business's loss of income. In order to determine whether or not there could be coverage, we need to look at both the words of the insuring agreement and how a jurisdiction interprets the words.

The importance of jurisdiction is seen in states like Iowa where a judge held that "The objectively reasonable expectations of applicants and intended beneficiaries regarding the terms of insurance contracts will be honored even though painstaking study of the policy provisions would have negated those expectations."[1] In such a jurisdiction, a court could find that there is coverage under a Business Interruption Policy if a policy holder reasonably believed there should be coverage even if reading the policy would prove otherwise.

Unlike Iowa, courts in California do not look to the reasonable expectations of the applicants or intended beneficiaries unless the contractual terms are ambiguous or unconscionable. If the terms of the written agreement are clear and explicit, courts will look to the writing alone to determine the intentions of the parties.

California Civil Code:

1638. The language of a contract is to govern its interpretation, if the language is clear and explicit, and does not involve an absurdity.

1639. When a contract is reduced to writing, the intention of the parties is to be ascertained from the writing alone.

1649. If the terms of a promise are in any respect ambiguous or uncertain, it must be interpreted in the sense in which the promisor believed, at the time of making it, that the promisee understood it.

Therefore, the starting point for whether or not there should be coverage in California under a business interruption policy is to look to the writing alone to see if it clearly communicates the intentions of the parties. For this, we need to look at the words of the insuring agreement.

Business Income (and Extra Expense) Coverage Form CP 00 30 10 12 Insuring Agreement:

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by **direct physical loss** of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be **caused by or result from a Covered Cause of Loss**. [Covered Causes of Loss commonly include perils such as fire, lightning, explosion, windstorm, hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, weight of snow, ice, or sleet, water damage, and sometimes collapse.]

As we see in the insuring agreement, coverage only applies if there is direct physical loss of or damage to property at premises described in the policy, and the loss must be caused by or result from a covered cause of loss. With COVID-19, the loss of business income has been caused by the suspension of operations, but it has not been caused by direct physical damage to property at the premises, and it has not been the result of a covered cause of loss like fire, lightning, or hail. Therefore, a plain reading of the policy would determine that there is no coverage under a standard Business Interruption policy for loss of income resulting from COVID-19.

There are two additional coverages where insureds can find coverage for a loss of business income even when there is no damage at the insured's premises: Civil Authority and endorsement CP 15 08 06 07 Business Income from Dependent Properties.

Civil authority coverage will pay for "the actual loss of Business Income [the insured] sustain[s]…caused by action of civil authority that prohibits access to the described premises." This sounds like it could provide coverage for businesses being forced to close by the

1 *C&J Fertilizer, Inc. v. Allied Mutual Insurance Co*, 22 Ill.227 N.W.2d 169 (Iowa 1975).

government's mandates to reduce the spread of COVID-19, but the coverage only applies when the access is prohibited as a result of damage within one mile of the insured premises, and the damage must be the result of a covered cause of loss. With respect to closures caused by COVID-19, there is no physical damage caused by a covered cause of loss, and so there would be no coverage.

Similarly, endorsement CP 15 08 06 07 extends Business Income coverage to losses suffered away from the insured's premises, but the locations need to be named—often a supplier, recipient, manufacturer, or anchor store—and the damage at these locations must be the result of a covered cause of loss. Again, with respect to closures caused by COVID-19, there is no physical damage caused by a covered cause of loss, and so there would be no coverage.

With traditional business interruption policies unlikely to pay for loss of income resulting from COVID-19, what kind of insurance should a business purchase to cover loss of income resulting from a pandemic such as COVID-19? The answer is pandemic insurance. After the SARS outbreak in 2003, the Wimbledon Tennis Tournament began purchasing pandemic insurance at a cost of roughly $1.9 million every year. In 2020, the tournament was cancelled due to COVID-19 and they filed a claim on the insurance policy. After paying a total of $31.7 million over the past 17 years, Wimbledon was expected to receive a payout of $142 million in 2020 from their pandemic insurance policy. Absent a specific pandemic insurance policy, traditional business interruption policies are unlikely to provide for business interruption losses because the losses do not arise out of damage to the premises, and they are not caused by what the policy considers a covered cause of loss.

Dwight M. Kealy is an attorney and insurance professional who was an active member of the Riverside County Bar Association before moving to New Mexico in 2019 to accept a position as Professor of Law in the College of Business at New Mexico State University.

Unemployment Insurance Issues During the COVID-19 Pandemic

by Robert C. English

Inland Counties Legal Services (ICLS) is a non-profit legal services corporation that provides free legal services to residents of Riverside and San Bernardino counties that are low income, disabled, seniors, homeless, or otherwise meet our service criteria. At ICLS, I am the director of the Public Benefits Group. This specific practice group provides assistance to clients with issues involving specific benefits, which includes unemployment insurance.

The COVID-19 pandemic has had an enormous impact on the nation and our state since March of this year when shutdowns and stay-at-home mandates were first instituted. As a result of the pandemic, there have been millions of unemployment claims since mid-March. For the week ending July 18, there have been nearly seven million first-time jobless claims in California with another 250,000-300,000 added weekly. The sheer number of claims is staggering.

At ICLS, we have been doing our best to assist applicants with these claims. The number one problem that we have seen during this time is "delayed action." The Employment Development Department (EDD) has been inundated with claims and completely overwhelmed. According to a recent story that aired on KTLA, the EDD is not answering 60% of incoming calls as it tries to deal with the backlog of claims. Due to the overwhelming number of claims, many applicants are seeing no action on their claim and are subsequently unable to reach EDD telephonically to address the issue. This runs counter to the intention of the laws and measures that have been passed to assist people during the pandemic. For example, one of the temporary exceptions due to COVID-19 is that the standard 7-day waiting period for a new claim is waived. However, this waiver is not particularly useful if EDD does not process your claim for weeks on end.

So, with the massive amount of claims and all of the confusion, how does one go about assisting a client with a new claim? The first step, as always, is to evaluate the type of claim that should be filed for the person. If the person is an employee with sufficient work history in their base period and is not working or has had their hours reduced through no personal fault, they should be eligible for unemployment insurance benefits. The base period is the individual's work earnings history for the prior year. These prior earnings will establish that the individual qualifies for benefits and also determine the benefit amount. The maximum basic weekly benefit is $450 without any additional pandemic amounts. During the pandemic, an individual is also eligible if they are forced to miss work, quit employment, or are not able to seek employment because of child-care needs due to school closures or other factors. The basic unemployment claim is payable for up to 26 weeks and the person is also eligible for 13 weeks of additional benefits under The Pandemic Emergency Unemployment Compensation Extension.

During the COVID-19 pandemic, it is also important to be aware of the availability of State Disability Insurance and Worker's Compensation. If a person has a non-work related injury or illness, they may qualify for State Disability Insurance. This may be a reasonable option for some individuals and has the additional benefit of a higher potential weekly amount of up to $1300 per week. It is also available for a longer period of time – up to 52 weeks. Additionally, during the COVID-19 pandemic, there was a presumption up until July 5, 2020, that if an individual had reported to work and was diagnosed with COVID-19, that individual would be eligible for Worker's Compensation. Time will tell if the governor extends that presumption, but it is certainly still an arguable point in a potential claim for a working individual that contracts COVID-19.

Another important category is gig workers, independent contractors, and the self-employed. Traditionally, these individuals would not be eligible for benefits. However, there are a number of exceptions. If a gig worker voluntarily contributed to UI Elective Coverage, they would be eligible. They may also be eligible if they were misclassified as an independent contractor. Even without these issues, anyone in this situation may be eligible for Pandemic Unemployment Assistance, which will provide up to 46 weeks of benefits through December 26, 2020.

Another option to explore for individuals may be California Training Benefits. An individual may want to take advantage of the availability of remote training during this period to expand current skills or retrain for different potential employment. These benefits do require an EDD approved training or school, but may be available for up to 52 weeks.

When advising an individual on their application, the fastest way to apply is online at edd.ca.gov at the "UI Online" link. There is also a "UI Online Mobile" app that

is available for smartphones and tablets. These options are likely to be much faster than a telephonic or mail-in application, particularly when the EDD is not answering the phone.

If an individual has done all they can for the initial application and they have no response, it is imperative to get things moving. A delayed response is essentially a "constructive denial" and a request for hearing before an Administrative Law Judge should be promptly filed. Often filing for a hearing will break the logjam and get the matter processed. Additional assistance can be obtained by contacting the office of the California State Assembly Member for the individual's district.

This article is only a brief overview and a great deal of information is available at the websites for both the EDD and The California Labor & Workforce Development Agency. Additionally, at ICLS, we have been setting up an Unemployment Education and Outreach Program. I am more than happy to share any of our materials and information. I can also be contacted as needed at renglish@icls.org if I can be of any further assistance.

Robert English is an attorney with Inland Counties Legal Services and the director of the Public Benefits Group.

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If you are not getting email updates/ notices from the RCBA and would like to be on our mailing list, visit our website at www.riversidecountybar.com to submit your email address or send an email to lisa@riversidecountybar.com

The website includes bar events calendar, legal research, office tools, and law links. can register for events, make payments and donations, and much more.

Opposing Counsel: Sophia Choi

by Sylvia Choi

Sophia Choi

When I was asked to write an attorney profile on Sophia Choi, I immediately started wondering what facets of her I should write about. Let me start with the meaning of the name "Sophia," which is wisdom, and it is certainly a fitting name. Sophia has always been the overachiever in her academics, graduating from Notre Dame High School as Valedictorian and from UCLA with highest honors. However, it is not just her academic intellect that makes Sophia wise. Sophia is kind, but not weak; she is bold and courageous, but is not a bully; and she is confident, but not haughty. Sophia is sweet and small, but she is most certainly a force to be reckoned with. It is no wonder that she is a huge fan of U.S. Supreme Court Justice Ruth Bader Ginsburg.

Sophia graduated from law school and took the California State Bar exam at age 22 (and passed on her first time). I like to call her Doogie Howser, J.D. Sophia became an attorney in November of 2006 and began her legal career at the Riverside County Counsel's Office, where she remained for about 14 years. She excelled in her assignments, including juvenile dependency (both trials and appellate work) and code enforcement and land use. However, having attained a great amount of experience in civil litigation, Sophia went onto the next stage of her career with the Riverside County District Attorney's Office, where she is enjoying her assignment in the Special Operations and Appellate Prosecutions unit.

Sophia is an extremely motivated and hard-working individual that really cares about contributing to her local legal community. In 2012, she was one of the founding members and the inaugural president of the Asian American Lawyers of the Inland Empire (APALIE). As one of the other seven co-founders, I recall and experienced firsthand how tirelessly Sophia worked to make APALIE a vibrant legal organization in the Inland Empire. Sophia was also heavily involved for several years as a board member of the Korean Prosecutors Association (KPA), a global organization of public prosecutors of Korean descent, and she has actively served as its International Vice President. Sophia has also just finished her term as president of the Leo A. Deegan Inn of Court (Deegan IOC), a professional organization comprised of attorneys and judicial officers and organized under the American Inns of Court. During her presidency, she successfully maintained the Deegan IOC's Platinum designation, the highest level of achievement of the American Inns of Court's Achieving Excellence program. Finally, she will be installed as president of the Riverside County Bar Association for 2020-2021 on September 26, 2020. Sadly, she will not be installed in the traditional way at the Mission Inn at a nice dinner event where family and friends can attend to celebrate. Due to COVID-19, it is expected to be a virtual installation. Please show your support and participate virtually.

On her free time, Sophia enjoys spending time with family. She is extremely loyal and loving, and I can confidently say that she really is a wonderful person. Her hobbies include photography, baking, and party planning. She also enjoys going to the beach (pre-COVID-19) and doing yoga (vinyasa). Sophia also finds making origami cranes and stars to be therapeutic. She has made several thousands of them.

I want to also share that Sophia loves inspirational quotes. I know that one of her favorite quotes is, *Our greatest glory is not in never falling, but in rising every time we fall* - Confucius. This is what her mother continues to remind her since childhood. In fact, one of Sophia's childhood toys was a duck that keeps getting back up when pushed down. Sophia is definitely someone who perseveres and does not give up.

Although there is so much more I would like to tell you about Sophia, I will leave the rest for you to find out by meeting her and getting to know her.

Sylvia Choi is a deputy district attorney with the Riverside District Attorney's office.

California Property Tax Reassessment When Acquired Through Eminent Domain

by Gregory Snarr

A property owner who has continuously owned land for the last 40 years is likely paying property taxes on an assessed value that is far less than the actual fair market value of the land. This is because of the 1978 voter approved Proposition 13. Thus, there is a strong incentive to avoid trading long held property, thereby triggering a current assessed value of newly acquired land. However, what happens if that property is *taken* by a public agency and the owner has to find a replacement property? As long as the conditions are met, the owner can actually transfer the assessed value of the old property to the new property in order to avoid triggering the higher tax rate.

Overview of Prop. 13

In 1978, the voters in California approved Proposition 13, limiting the amount of annual ad valorem property tax increases to two percent of the prior year's assessed value. The two percent cap benefits property owners by allowing them to pay tax on an assessed value that is less than the fair market value of the property. But the protection offered by the cap is lost if there is a *change in ownership*. When a change in ownership occurs, the two percent cap is removed and the property is reassessed at its then-current fair market value. This increase in assessed value inevitably results in higher property taxes. Fortunately, there are exclusions to this general change-in-ownership rule.

Base Year Value Transfer Exclusion

One type of change-in-ownership exclusion is a *base year value transfer*. This means, under certain circumstances, an owner may transfer the base year value from one property to another. The effect of an eligible base year value transfer is that the replacement property is assessed at the adjusted base year value of the original property, rather than establishing a new base year value based on the current fair market value.

This exclusion applies where the property is acquired by a public entity, either through negotiations, through eminent domain proceedings, or where governmental action results in a judgment of inverse condemnation.[1] When an owner's land is condemned, they receive "fair market value" for this acquisition to replace what has been taken and make the owner whole.[2] However, to be truly made whole, the owner would need to keep its previous tax base and apply it to the replacement property. To take advantage of this exception, the property being replaced must be "comparable." Replacement property acquired by a person displaced by government action is deemed to be comparable to the property taken if it is similar in (1) size, (2) utility, and (3) function.[3]

The *size* of the property is not in reference to the physical characteristics of the land. Rather, property is similar in size if its cash value is not more than 120% of the award or purchase price paid for the property taken.[4] A replacement property or any portion of it that has a full cash value of over 120% of the award or purchase price is not deemed to be similar in size.[5]

Replacement property is similar in *function* and *utility* if it is intended to be used in the same manner as the property taken. There are three categories to determine function and utility: (A) Single-family residence or duplex, (B) commercial, investment, income, or vacant property, and (C) agricultural property. To the extent that a replacement property, or any portion thereof, is not similar in size, function or utility, the property, or such portion thereof, is considered to have undergone a change in ownership even if the original property is acquired through eminent domain.[6]

For example, if an owner-occupied single-family residence is acquired through eminent domain and the owner uses the money from that acquisition to buy a combination residential dwelling and commercial property, only the residential dwelling portion of the replacement property is eligible for the base year value transfer. The commercial portion will be considered to have undergone a change in ownership.

Ownership Requirements

Also, the base year value transfer relief afforded under this rule is only available to the owner or owners

1 Title 18, Public Revenues, California Code of Regulations, Rule 462.500(b)(1); California Revenue and Taxation Code section 68.

2 Code Civ. Proc. § 1263.320; *See San Diego Gas & Electric Co. v. Shmidt* (2014) 228 Cal.App.4th 1280, 1288.

3 Rule 462.500(c).

4 Rule 462.500(c)(1).

5 Rule 462.500(c)(1).

6 Rule 462.500(c)(3).

of the property taken. The owner may be one or more individuals or legal entities and must be on title to the replacement property. If the property taken had multiple owners, each owner may purchase or newly construct a replacement property and transfer their respective share of the base year value.

For example, if owners A & B were joint tenants of a home which was taken through eminent domain: owner A purchases a replacement property which is comparable to the property taken; owner B contributes his share of the award or purchase price to a limited partnership that owns a home that is comparable to the property taken. Owner A's relief under this section would be limited to 120% of one-half of the award or purchase price of the property taken. Owner B would not be entitled to any relief.

Timing and Filing Requirements

To obtain base year value transfer relief, the person acquiring the replacement property must file a timely claim with the county assessor.[7] The replacement property must be acquired before the claim is filed. And, a claim is timely if it is made within the later of four years after the date of the final order of condemnation is recorded or the date the owner vacates the property.[8] Following these steps will assure that an owner is entitled to transfer the base year value from property obtained by eminent domain to a replacement property.

Gregory Snarr is a partner with the law firm of Best Best & Krieger LLP.

7 Form BOE-68, Claim for Base Year Value Transfer – Acquisition by Public Entity).

8 Rule 462.500(g)(2)(A) through (g)(2)(C), *but see Olive Lane Indus. Park, LLC v. Cty. of San Diego*, 227 Cal. App. 4th 1480, 1492, 174 Cal. Rptr. 3d 577, 586 (2014)

Membership

The following persons have applied for membership in the Riverside County Bar Association. If there are no objections, they will become members effective September 30, 2020.

Shane Duncombe – Law Student, Riverside

Yahya "John" Ibrahim – Ibrahim Law, Riverside

Kaycee Rae Link – Law Student, Topeka, KS

Janate Valenzuela – Solo Practitioner, Apple Valley

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4129 Main Street, Riverside. Next to Family Law Court, across the street from Hall of Justice and Historic Courthouse. Office suites available. Contact Charlene Nelson at the RCBA, (951) 682-1015 or rcba@riversidecountybar.com.

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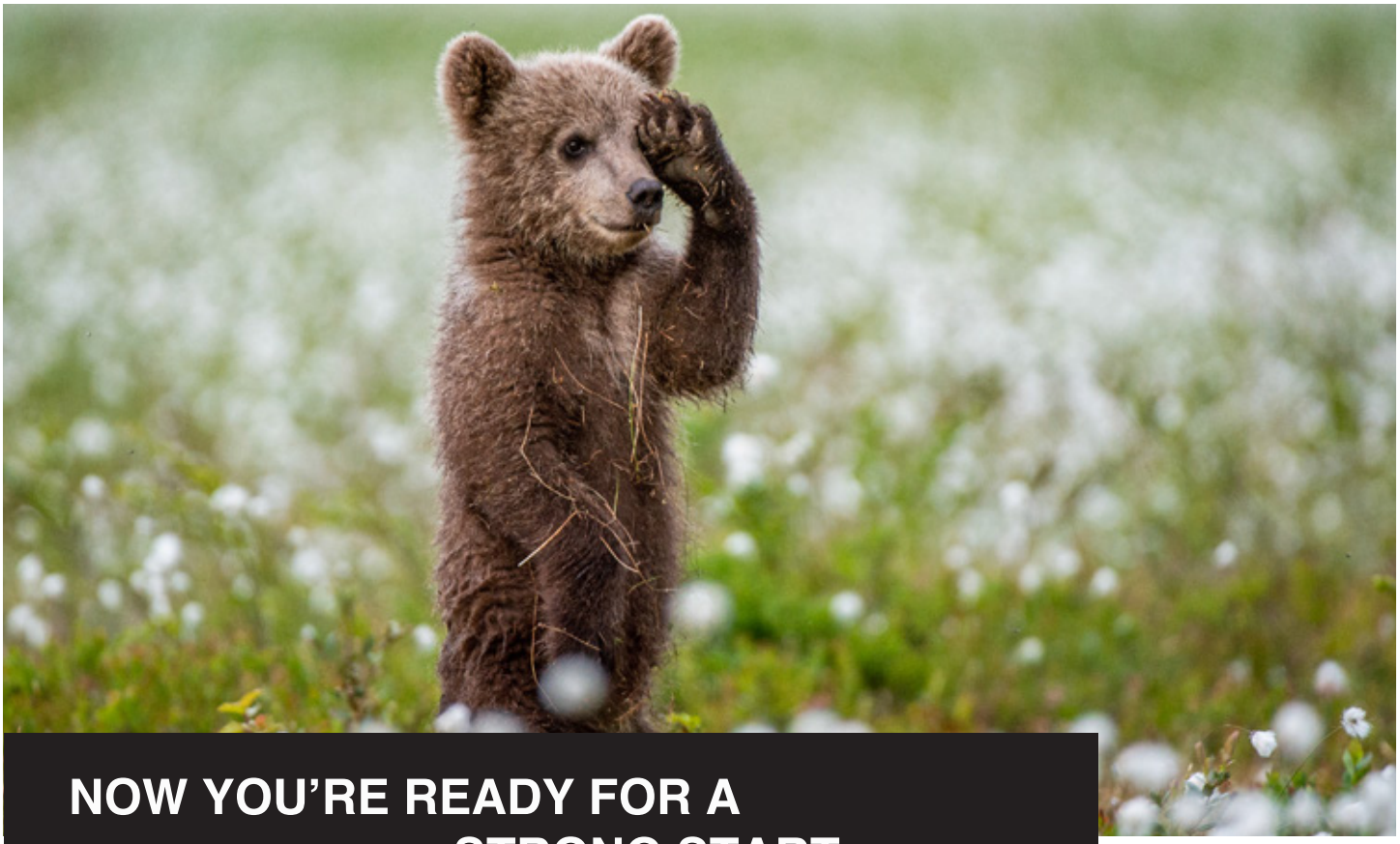
Riverside Superior Court Extends Some Court Closures
Amid continued concerns related to the COVID-19 pandemic, and in an effort to comply with federal, state and local guidelines, pursuant to California Rule of Court 10.603 and by order of the Presiding Judge the Corona Court, the Moreno Valley Court, the Temecula Court, the Hemet Court, the Riverside Self-Help Center, and the Riverside Records Center will be temporarily closed from August 10, 2020 until further notice. For more information please visit the court's website, riverside.courts.ca.gov.



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