THE BKCG
BULLETIN
WINTER 2023 EDITION

Caution! Holiday Party Liabilities

Closing out 2023, workplaces have – more or less – learned to adapt to COVID and many employers will likely be throwing end of the year in-person holiday parties. The advantage of "remote" parties during the thick of COVID was that employers could take a more hands-off approach during the event. However, with in-person events employers need to plan carefully to lessen potential liability.

One significant area of concern involves work-hosted parties and events where the employer elects to make alcoholic drinks available. A well-known 2013 case, *Purton v. Marriott International, Inc.* (2013) 218 Cal.App.4th 499, demonstrates how not maintaining control over an employee's level of intoxication can have serious repercussions. In the *Purton* case, the hospitality company, Marriott, hosted a party for its employees and provided alcohol. Although Marriott tried to limit alcohol intake by providing each employee a limited number of "drink coupons", Marriott failed to have policies in place that addressed employees smuggling in additional alcohol and also drinking additional alcohol that was available from the hotel's bar.

An employee became intoxicated at the party, drove home safely but then left his residence again to drive another co-worker home. On that second trip of the night, the employee struck another vehicle, killing the occupant. In an appeal from the subsequent lawsuit, the Court determined that Marriott was vicariously liable for the actions of the intoxicated employee. The Court's reasoning was driven by the fact that Marriott customarily hosted such employee events and also benefitted from the event as the party was intended to improve employee morale and "further employee-employer relations." Ultimately, the Court held that Marriott "created the risk of harm at its party by allowing employees to consume alcohol to the point of intoxication."

There are steps employers can implement to limit the liability that Marriott confronted in the *Purton* case. The safest way to address the issue is to host an event without alcohol. Many companies do this by throwing the event during the workday. If employers elect to host an event and serve alcohol, the employer should seriously consider providing employees with a safer way to get to and from the party, such as paying for the employees to use a ride-sharing service. Among other things, employers can also limit the time at the party where alcohol is served and make sure the alcohol is only served with food.

Ultimately, hosting a workplace party with alcohol available will always create some risk, but making sure that policies and procedures are in place will decrease the opportunity for a disastrous outcome such as in the *Purton* case.

Please contact Ros Lockwood at rlockwood@bkcglaw.com or (949) 975-7500 if you have any questions about this article, or any other related matter.

BKCG Lawyers Recognized For Excellence In the Practice Of Law

This year, five BKCG lawyers, including all four Irvine partners, were included in Super Lawyers list of distinguished attorneys.

Dan Kessler and Alton Burkhalter were also recognized as two of the "Top 50 Super Lawyers in Orange County". In addition, Alton made the list of "Top 100 Super Lawyers of Southern California." Both Dan and Alton are also recognized by Martindale-Hubbell as AV Preeminent.

Alton was also presented with the Top 100 Lawyers' "2023 Attorney of the Year" as well as the Top 100 Registry's "2024 Southern California Business Litigation Attorney of the Year".

In This Issue

Page 1
Caution! Holiday Party Liabilities
BKCG Lawyers Recognized For Excellence In The Practice Of Law

Page 2
Law Partnership Dissolution Results In "Eight Figure" Award for BKCG Clients
When Does A Business Need To Make Special Accommodations For The Religious Beliefs Of Its Employees?

Page 3
Mandatory Entity Ownership Reporting Requirement as of January 1, 2024 for Many New And Existing Small And Medium-Sized Companies Under Federal Corporate Transparency Act

Page 4
The Creditor's Toolkit Recently Lost A Major Tool - California Law No Longer Permits Confessions Of Judgment
A Penny Saved Creates Huge Potential Liability for California Employers

Page 5
It May Feel Unconscionable, But Take It Or Leave It Arbitration Clauses Are Enforceable In Employment Agreements
BKCG Welcomes A New Team Member, Josh Malter

Page 6
Increased Mandatory Paid, Sick-Time Starting January 1, 2024
When Does A Business Need To Make Special Accommodations For The Religious Beliefs Of Its Employees? (continued from page 2)

Law Partnership Dissolution Results In "Eight Figure" Award for BKCG Clients

Four partners of a prominent southern California law firm hired BKCG (Josh Waldman and Alton Burkhalter) to represent it in dissolving the firm and settling their claims for unpaid compensation and for their share of distributions.

The case, initially filed in 2018 in San Diego Superior Court as a straightforward partnership dissolution action entitled *Smith v. Peters*, spun out no less than three other related lawsuits and three bankruptcy cases, plus a binding arbitration in which BKCG's clients were awarded over $15 million, including $2 million in punitive damages, $1 million in attorney fees, $385,000 in costs, and prejudgment interest.

In awarding BKCG's clients $1,029,991 in attorney fees, the Arbitrator found "it is hardly surprising that [BKCG] spent over 2,000 hours litigating these matters. The Arbitrator finds that [BKCG's] fees are reasonable and necessary in light of the extraordinarily extensive litigation embarked upon by Peters. The Arbitrator, like the Supreme Court, acknowledges that one party may force another party to meet its aggressive litigation tactics head on…."

In approving the entirety of BKCG's attorney fee motion, the Arbitrator took into consideration the "nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case." The Arbitrator noted "this was a complex case doggedly fought in multiple forums over four years. Throughout the litigation Respondents' counsel (BKCG) showed admirable skill, preparation and organization."

Underpinning the seven figure attorney fee award was the arbitrator's ruling finding:
-By clear and convincing evidence Peters embezzled money from the partnership;
-Peters breached the partnership agreement by failing to pay required distributions and by wrongfully withholding distributions from the other partners; and -Peters committed fraud in connection with a purported Buyout Agreement with BKCG's clients.

In an effort to avoid finality of the arbitration award, Peters filed a chapter 11 bankruptcy, which quickly backfired when the court converted it to a chapter 7 liquidation case. The bankruptcy trustee in Peters' bankruptcy action is now in the process of marshalling assets that are believed to be sufficient to pay BKCG's clients in full.

BKCG has a long history of representing partners, LLC members and corporate shareholders in dissolution disputes. Most of them ultimately resolve amicably. Unfortunately for Peters, his tactics of delay and scorched earth litigation resulted in an expensive and very public defeat.

Please contact Alton Burkhalter at aburkhalter@bkcglaw.com or (949) 975-7500 if you have any questions about this article, or any other related matter.

When Does A Business Need To Make Special Accommodations For The Religious Beliefs Of Its Employees?

Employers are often faced with situations where employees request certain work arrangements that would allow them to work while also accommodating their religious beliefs. The question becomes: what are the employers' legal obligations to make an accommodation? The U.S. Supreme Court ("SCOTUS") recently decided this issue.

Earlier this year, SCOTUS heard arguments in *Groff v. DeJoy*, a case concerning the issue of how far employers must go to accommodate the religious views of their employees. Federal civil rights law requires employers to reasonably accommodate the religious beliefs of workers so long as that accommodation does not impose an "undue hardship" on the employer's business. But what exactly constitutes an "undue hardship" that would exempt an employer from having to make accommodations for its employees?

Over the course of the last several decades, the phrase "undue hardship" has been defined by the courts to mean a substantial additional cost. Current guidance from the Equal Employment Opportunity Commission ("EEOC") sets forth factors to be considered such as the identifiable cost in relation to the size and operating costs of the employer, and the number of individuals who will in fact need a particular accommodation. The courts, however, have also held that the cost to determine whether a given religious accommodation is an undue hardship need not be more than a de minimis amount (e.g., minimal). In other words, if there is more than a minimal cost to the business, then the business is exempted from having to grant accommodations. The low bar of the de-minimus cost test led to Groff's lawsuit against the U.S. Postal Service ("USPS") under Title VII of the Federal Civil Rights Act which bars discrimination against employees based on their religion.

So what happened that led to the lawsuit? The USPS signed a contract with Amazon to deliver packages seven days a week. Groff, a postal worker since 2012 who lived in rural Pennsylvania, was assigned to fill in delivery gaps when more senior postal workers were absent. His post office only had three mail carriers. The new contract with Amazon, however, meant he could no longer take off every Sunday. Groff is an Evangelical Christian who declined to work on Sundays because he believes that the day should be devoted to worship and rest.

(continued on page 6)

Mandatory Entity Ownership Reporting Requirement as of January 1, 2024 For Many New And Existing Small And Medium-Sized Companies Under Federal Corporate Transparency Act

On January 1, 2024, the Federal Corporate Transparency Act ("CTA") comes into effect and will affect millions of new and existing small and medium-sized companies. For non-exempt "reporting companies", the CTA will require both new and existing entities to file a mandatory report with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") containing information about both the company and its 25% or greater "beneficial owners", namely the individuals who own and control the company[1], but also including any individuals who own and control any entity that owns 25% or more of a reporting company. The information required is as follows: (a) the full legal name of the company and any trade name or "doing business as" names that the company uses, or will use; (b) the street address of the company's principal place of business in the United States; (c) each beneficial owner's full legal name, date of birth and residential street address (not a P.O. box); (d) the identifying number for each beneficial owner and issuing jurisdiction from a driver's license, passport, or other authorized government-issued document and (e) an image of the document that each beneficial owner's identifying number comes from.

For new entities, the report must be filed within 30 days of the entity's formation and must also include similar identifying information for any third parties who form the entity, such as lawyers and accountants. Companies formed before January 1, 2024 will have until December 31, 2024 to file a report. The filing requirement applies to corporations, limited liability companies and other types of entity entities formed, or registered to do business in, the United States.

Changes to information previously submitted in a report to FinCEN concerning the company or its beneficial owners, including any change with respect to who is a beneficial owner, or information reported for any beneficial owner, must be reported to FinCEN within 30 days of the date of the change.

Some of the more common of the 23 exemptions from the reporting requirements that may be applicable to BKCG clients are as follows: (1) operating companies that (i) employ more than 20 employees on a full-time basis in the United States, (ii) file a federal return reporting more than $5 million in gross receipts or sales, and (iii) have an operating presence at a physical office within the United States; (2) state-licensed insurance producers; (3) inactive entities which (i) were in existence on or before January 1, 2020; (ii) are not engaged in active business; (iii) are not owned by a foreign person, whether directly or indirectly, wholly or partially; and (iv) have not experienced any change in ownership in the preceding twelve month period; (4) issuers of securities registered under the Securities Exchange Act of 1934; (5) Broker or dealer in securities as those terms are defined in the Securities Exchange Act of 1934; (6) Investment company or investment advisers as defined in the Investment Company Act of 1940; (7) 501(c)(3) tax-exempt entities; and (8) any entity whose ownership interests are controlled or wholly owned, directly or indirectly, by an exempt entity.

Failure to file the report required under the CTA can result in hefty civil fines of up to $500 per day of non-compliance, as well as possible criminal fines and imprisonment for willful conduct.

[1] A "beneficial owner" is an individual who directly or indirectly exercises "substantial control" over the entity or owns or controls not less than 25 percent of the ownership interest of the entity, including a "senior officer". A "senior officer", for the purposes of determining if someone has substantial control, means any individual holding the position or exercising the authority of a president, chief financial officer, chief executive officer, chief operating officer, any other officer, regardless of official title, who performs a similar function. In a limited liability company, this would include managers, and possibly even a member of a member-managed LLC, holding less than a 25 percent ownership interest.

Please contact Greg Clement at gclement@bkcglaw.com or (949) 975-7586 if you have any questions about this article, or any other related matter.

The Creditor's Toolkit Recently Lost A Major Tool - California Law No Longer Permits Confessions Of Judgment

Until recently, the mechanism known as a confession of judgment was an important tool in the creditor's toolkit to collect debts and resolve disputes, without the need to first file a lawsuit. For the unfamiliar, a confession of judgment is a process through which a debtor agrees to pay a creditor a certain amount of money, and permits the creditor to obtain a judgment against that debtor via an expedited process in the event of a breach or default, without the need for the creditor to first prove in a trial the existence and legitimacy of the underlying debt or its amount. Although this procedure results in the debtor's forfeiture of significant rights (namely, the right to a trial before judgment be entered against them), California law mandated that the parties strictly comply with procedural safeguards intended to ensure that debtors could only use this process with full knowledge of its consequences, risks and the significant rights being waived.

Despite the utility of this process for creditors as a means to resolve disputes without the need to first file a lawsuit, California law recently eliminated the confession of judgment mechanism as a viable debt collection procedure in California. Effective January 1, 2023, Section 1132 of the Code of Civil Procedure went into effect, which statute provides in pertinent part that "[a] judgment by confession is unenforceable and may not be entered in any superior court." While this new law makes clear that confessions of judgment are not enforceable after January 1, 2023, the statute expressly preserves the enforceability of confessions of judgment entered into prior to that date, which still remain valid and enforceable.

According to Senate Bill 688, the legislature elected to eliminate confessions of judgment as a debt collection procedure because it was concerned about unequal bargaining power between sophisticated creditors and borrowers, and a lack of due process for borrowers. In this way, California law now follows other states, including Alabama, Florida and Massachusetts, that also prohibit confessions of judgment, presumably for these same reasons.

Fortunately for creditors, other similar debt collection mechanisms remain lawful in California. California law still allows parties to enter into a stipulation for entry of judgment, which is a procedure that permits a creditor to obtain a judgment against a defaulting debtor on an expedited basis without the need for a trial, very similar to the rights afforded a creditor via a confession of judgment. However, unlike the confession of judgment mechanism that could be utilized pre-litigation, the law only enables parties to enter into a stipulation for entry of judgment after a lawsuit has already been filed. If you have any questions about confessions of judgment or alternative enforceable debt enforcement mechanisms like stipulations for entry of judgment, please contact BKCG.

Please contact Josh Waldman at jwaldman@bkcglaw.com or (949) 975-7500 if you have any questions about this article, or any other related matter.

A Penny Saved Creates Huge Potential Liability for California Employers

Until fairly recently, employers were reasonably safe using time keeping systems and software that rounded the time-clock punches for their employees in accordance with federal law. Recent case law, however, calls that practice into question and while rounding some punches may technically not be prohibited across California yet a much more prudent way to decrease liability is for employers to stop rounding time clock punches altogether. Here's what has happened that makes rounding an extremely perilous practice.

One of the first significant cases that signaled an end to rounding time entries was the California Supreme Court case, *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58. In *Donohue*, the Supreme Court found rounding time punches for an employee's meal period was improper as the Labor Code and Wage Orders require that no meal period be "less than 30 minutes". Prior to this ruling, employers had relied upon a 2012 appellate case that allowed time clock entries to be rounded so long as the rounding was neutral and did not overall inure to the benefit of the employer. The *Donohue* court noted that it had never decided the validity of that 2012 case and then warned, "as technology continues to evolve [with time keeping systems], the practical advantages of rounding policies may diminish further."

Subsequently, the Court of Appeal in *Camp v. Home Depot* (2022) 84 Cal.App.5th 638, then relied partly upon the *Donohue* decision when it found there was a genuine issue of fact as to whether the nationwide chain, Home Depot, had violated the law in rounding not just meal period time punches but any of its employees' time clock punches. The Court noted, "if an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for "all the time" worked." In February 2023, the California Supreme Court granted a petition to review the *Camp* decision and, based upon its decision in *Donohue*, it seems unlikely it will determine the Court of Appeals erred.

If the *Camp* decision is not enough on its own to sound the final death knell for rounded punches (and it likely is), the Court of Appeal in a different appellate district recently adopted the *Camp* decision's reasoning and again noted that employees are entitled under California's law to be paid for every minute worked. Specifically, the Court partially published its July 2023 decision in *Woodworth v. Loma Linda University Medical Center* (2023) 93 Cal.App.5th 1038, reversing the trial court's granting of a motion in favor of a hospital that rounded its employees' time clock punches. The Court found, "the evidence showed that the medical center's computer-based timekeeping system captured the employees' time to the minute and took the extra step of rounding the time punches. Because the medical center could and did capture the exact number of minutes that employees worked, it "must pay the employee[s] for 'all the time' worked." The Court in *Woodworth* also refused to find that its decision should only be applied proactively, noting that the hospital had not shown that its reliance on the well-established 2012 caselaw that had allowed neutral rounding was fair or reasonable. It concluded, as a result, that its decision should be applied retroactively. The California Supreme Court has also granted a petition for review of the *Woodworth* decision.

In short, each of these decisions, and the fact that the California Supreme Court has granted the petition to review the *Camp* and *Woodworth* decisions, provides more than sufficient reason for every employer to make sure that it's time keeping system and software are not rounding any time clock punches and that employees are paid for all time worked, no matter what.

Please contact Ros Lockwood at rlockwood@bkcglaw.com or call (949) 975-7500 if you have any questions about this article, or any other related matter.

It May Feel Unconscionable, But Take It Or Leave It Arbitration Clauses Are Enforceable In Employment Agreements

You may recall that unconscionability is a doctrine in contract law. It is a defense to the enforcement of a contract describing terms that are so extremely unjust, or overwhelmingly one-sided in favor of the party who has the superior bargaining power, that they are contrary to good conscience and cannot be enforced.

Two elements must be proven to establish this defense: procedural unconscionability and substantive unconscionability. Procedural unconscionability looks at how the parties reached the agreement: did they have a chance to negotiate the terms; were the terms were on a take it or leave it, pre-printed form; did they have time to consider the terms; were they sufficiently educated and experienced; or whether they had a chance to discuss the terms with a lawyer first. Substantive unconscionability, on the other hand, looks at the fairness of the actual terms: are the terms one-sided, are the terms unreasonably or unexpectedly harsh terms regarding price or other central aspects of the transaction, and/or do the terms undermine the weaker party's reasonable expectations.

The unconscionability test is constantly being reexamined by California Courts. In 2019, the California Supreme Court, in *OTO, LLC v. Kho* (8 Cal.5th 111, 130), held that: "Substantive terms that, in the abstract, might not support an unconscionability finding take on greater weight when imposed by a procedure that is demonstrably oppressive. Although procedural unconscionability alone does not invalidate a contract, its existence requires courts to closely scrutinize the substantive terms "to ensure they are not manifestly unfair or one-sided. [Citation omitted.] We hold that, given the substantial procedural unconscionability here, even a relatively low degree of substantive unconscionability may suffice to render the agreement unenforceable." Thus, where the negotiation process itself was highly one-sided, the agreed-upon terms will be subjected to higher scrutiny from the Court.

Recently, the Second District Court of Appeal again asked, in the case of *Basith v. Lithia Motors, Inc.*: "When there is a very high degree of procedural unconscionability, is there any meaningful content to the second element of substantive unconscionability? In an online world where contracts usually appear only in a take-it-or-leave-it format and where there is much procedural unconscionability, this question about substantive unconscionability looms large."

Basith involved a plaintiff who had filled out an online employment application to work at a car dealership. He had to sign if he wanted the job: the dealership presented it as a "take it or leave it" mandatory condition, so he took the mandatory step and signed the contract, and the dealership hired him. The relationship soured, and Basith sued the dealership for terminating him, after which the dealership moved to compel arbitration. The trial court denied the motion on the grounds that the contract was unconscionable, and the dealership appealed.

The Court answered its own question emphatically and reversed the trial court. "Our holding is that, unless we are to imperil the vast online world of take-it-or-leave-it contracts, substantive unconscionability must retain independent content. For that reason, the contracts here … are valid and enforceable, despite their procedural unconscionability." Although the take it or leave it nature of the employment offer established some degree of procedural unconscionability, the Court of Appeal found that there was nothing substantively unconscionable about the agreement, as its terms were comprehensible and could be understood by uncounseled lay people as to their waiver of certain rights to a jury trial.

In sum, the Court stated, "[i]f the substance of a contract is fair, how the contract is expressed cannot change that. Font size, format style, or verbal obscurantism does not affect the fairness of the final allocation of rights and duties. This contention does not address, and cannot establish, substantive unfairness."

The refinement of the unconscionability analysis by recent judicial decisions affirms that both elements must exist to avoid what may seem like oppressive or unfair contract terms. So long as the agreement itself is fundamentally fair, no amount of procedural unfairness alone can invalidate it.

Please contact Michael Oberbeck at moberbeck@bkcglaw.com or (949) 975-7500 if you have any questions about this article, or any other related matter.

BKCG Welcomes A New Team Member, Josh Malter

BKCG is pleased to announce the addition of Joshua A. Malter as Trial Counsel to our expanding team. Mr. Malter earned his B.A. in Political Science from the University of Arizona and his J.D. from Chapman Law School. He is admitted to practice law in the State of California. Mr. Malter brings over 13 years of experience representing employers in employment, labor, and workers' compensation matters. He has a proven track record of success, having tried multiple cases and securing favorable judgments for his clients. Mr. Malter is also adept at resolving disputes through alternative dispute resolution methods such as mediation and arbitration.

In addition to his litigation expertise, Mr. Malter is highly attuned to his clients' needs and provides them with comprehensive support throughout the litigation process. He has quickly become an asset to BKCG's employment, labor, and business litigation trial team. With a proven track record of representing employers in various litigated matters, Josh can address any legal issue your business may face.

Increased Mandatory Paid, Sick Time Starting January 1, 2024

Employers need to be aware that starting January 1, 2024, new mandatory paid, sick time requirements go into effect in California. In October 2023, the governor signed into law an amendment to Labor Code Section 246. The newly amended law will impact most employers in California. As you probably know, currently employees are entitled to 24 hours, or three, eight-hour days, of paid, sick time per year. Employers have two options to choose from when structuring mandatory paid, sick time for their employees. On the one hand, employers can "front load" the paid, sick time and provide all of the required amount "up front" on a yearly anniversary. Under the newly amended law, that amount of "front loaded" paid sick time, increases from 24 hours (or three, eight-hour workdays) to 40 hours (or five, eight-hour workdays). The other option involves employees "accruing" their paid, sick time pursuant to a somewhat complicated formula. Under the "accrual" option, employees can accrue greater than the 40 hours of paid, sick time because unused sick time carries over from one year to the next, but the cap of the amount an employee can accrue has also increased from 48 hours (or six, eight-hour work days) to 80 hours (or ten, eight-hour works days). The law can be hard to navigate so employers should consult with counsel or a human resources professional to make sure that the amended version of Labor Code Section 246 is properly implemented starting January 1, 2024.

Please contact Ros Lockwood at rlockwood@bkcglaw.com or (949) 975-7500 if you have any questions about this article, or any other related matter.

When Does A Business Need To Make Special Accommodations For The Religious Beliefs Of Its Employees? (cont from page 2)

Groff offered to work extra shifts, but the postmaster continued to schedule him on Sundays. The postmaster did, however, seek volunteers to cover for Groff. After Groff failed to report to work when scheduled on Sundays, he was disciplined and then subsequently resigned his position.

Groff filed a lawsuit. His argument is that the failure of the USPS to reasonably accommodate his religion violated the federal Civil Rights Act. The lower courts ruled against Groff reasoning that to exempt him from working on Sunday placed more than a "de minimis cost" on the USPS because it affected the rest of his workplace.

At oral argument, Groff's counsel argued that there is no reason why employees should receive less protection for their religious practices than workers covered by other federal civil rights laws such as the Americans with Disabilities Act. Employers should accommodate their employees' religious practices unless doing so would require significant difficulty and expense. That is, he was asking the court to get rid of the "de minimis" standard because the point of religious accommodation is that special or favored arrangements to have an inclusive workforce must be made.

In response, the USPS argued that there was no reason to alter the precedent that had been in place for the prior fifty plus years and the Supreme Court's 1977 decision in *Trans World Airlines v Hardison*. There was a substantial body of case law that developed to analyze undue hardship claims and that case law provides meaningful protection to religious observants. Bottom line: USPS argued that the "de minimis" standard should remain.

So what did SCOTUS do? It issued an opinion that provided a "clarification" of prior case law that moved away from the "de minimis" standard. SCOTUS "clarified" the "undue hardship" standard in religious accommodation claims by holding that "undue hardship" means an employer must show "substantial increased costs in relation to the conduct of its particular business" prior to denying a request for an accommodation. SCOTUS then remanded the case to the lower court to flesh out the facts as to whether the USPS could accommodate Groff's religious accommodation request without undue hardship.

The result of the SCOTUS decision is that there is a now a heightened standard that requires employers assessing religious accommodation requests to take a long hard look at whether providing that accommodation would result in "substantial increased costs in relation to the conduct" of the employer's particular business. Effectively, the SCOTUS decision makes the evaluation of a religious accommodation request more difficult. Each request will need to be individually scrutinized to examine all relevant factors including the specific accommodation at issue and the practical impact of that request in light of the nature, size, and operating cost of the employer.

BKCG attorneys are available to answer questions about the impact of the Court's decision on employers.

Please contact Keith Butler at kbutler@bkcglaw.com or (949) 975-7500 if you have any questions about this article, or any other related matter.

The BKCG Bulletin is Published By:
Burkhalter Kessler Clement & George LLP

2020 Main Street
Suite 600
Irvine, CA 92614
Attn: Alton G. Burkhalter
949.975.7500
949.975.7501 fax

340 North Westlake Blvd.
Suite 110
Westlake Village, CA 91362
Attn: William C. George
805.373.1500
805.373.1503 fax

Please review our firm at
www.bkcglaw.com

Visit our web site at www.bkcglaw.com

Be sure to visit us on LinkedIn

Burkhalter Kessler Clement & George LLP (BKCG) advises and protects businesses and high net worth individuals through experienced litigation and transactional lawyers. Core practice areas include: Business litigation in state and federal courts, as well as FINRA, AAA and JAMS arbitration and mediation; Corporate, transactional and employment law documentation; and Estate Planning and Probate services through the Firm's State Bar certified Estate Planning Specialist.

2023© BKCG; Content reproduced with permission of the copyright owner. Further reproduction is prohibited without permission; This newsletter is for informational purposes only and is not legal advice; BKCG is a service mark of Burkhalter Kessler Clement & George LLP; All rights reserved.