

# Western San Bernardino County Bar Association **BAR BULLETIN**

Volume XVII Issue 2

[www.wsbcba.org](http://www.wsbcba.org)

February 2017



## **REMARKS FROM THE PRESIDENT'S DESK -**

*By: Daren Lipinsky*

Given the political climate of the United States over the last few months and more specifically, over the last few days, it is now more important than ever to have a clear understanding of the individuals representing our interests at the local level. Who are these individuals, what are their political objectives and how do these objectives impact the Western San Bernardino County Bar Association?

### **United States Representative of the 31st District of California, Pete Aguilar**

Recently re-elected in November of 2016, Congressman Aguilar currently holds the title of Whip within the Congressional Hispanic Caucus and Assistant Whip in the House Democratic Caucus. As a Representative of the San Bernardino Community, Congressman Aguilar has worked tirelessly to stimulate the economic conditions of San Bernardino, while striving to provide improved public services to working class families. Congressman Aguilar achieved this by authoring legislation intended to improve the lives of San Bernardino residents, such as the Job Training Tax Credit Act, the Small Business Act and the Displaced Job Relief Act.

Furthermore, in an effort to draw national attention to the tragic terrorist act on December 2, 2015, Congressman Aguilar requested that at least one of the 2016 Presidential Debates be held in San Bernardino. Congressman Aguilar is also a strong advocate of consumer rights legislation and has actively supported the efforts of the CAOC and the Western San Bernardino County Bar Associations.

### **State Assembly Member of the 47th District of California, Eloise Gomez Reyes**

Elected in November 2016, Assembly Member Reyes campaigned on the promise to improve working conditions for all residents of San Bernardino. As a proud daughter of two immigrant parents, Assembly Member Reyes dedicated much of her life to providing legal representation to those

who could not afford adequate representation. In fact, Assembly Member Reyes practiced for many years with the legendary Florentino "Tino" Garza, the recipient of last year's WSBCBA Lifetime Achievement Award. She later became the first Latina in the Inland Empire to own a law firm. Assembly Member Reyes also worked in conjunction with the Legal Aid Society to provide free legal services while running her own firm. Consistent with her years of services as an advocate for the underdog, one of Assembly Member Reyes' campaign platforms was to strive to advance consumer rights legislation as well as support the efforts of the CAOC and the Western San Bernardino County Bar Association. Assembly Member Reyes currently sits on the following committees: Appropriations; Judiciary; Labor and Employment; Privacy; Consumer Protections; Utilities and Energy; and Co-Chairs the Legislative Ethics Committee.

### **State Senator of the 23rd District of California, Mike Morrell**

Recently re-elected in November of 2016, State Senator Mike Morrell presents a differing political outlook than his colleagues. As a long time business owner, State Senator Morrell has strove to protect the rights of small business, while doing his best to curtail government involvement in the rights of business owners. During his tenure, State Senator Morrell has authored many pieces of legislation. The most recent are the Transparency Bill, which requires that all proposed legislation be posted online for 72 hours prior to being voted on and the Classroom Technology bill, which piloted the use of technology in K-12 classrooms. State Senator Morrell currently sits on the Banking and Finance Committee and Vice Chairs the following committees: Energy; Utilities and Communications; Legislative Ethics Committee; and Public Employment and Retirement Committee.

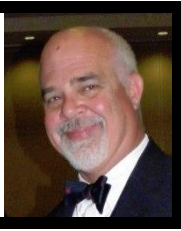
*Continued on page 3*

**Welcome WSBCBA New Member**

**David E. Barker, Esq. - Collins CollinsMuir & Stewart**

## February Almanac

By Tony Sears



All times Pacific Standard Time (PST), which is minus eight hours from UTC (Universal Time Coordinated). Location: 34.1 N, 117.7 W. All astronomical data courtesy of the United States Naval Observatory website: [www.usno.navy.mil](http://www.usno.navy.mil).

**February Sky.** Check out Venus, bright and high in the western sky for a couple of hours after sunset. This is one of the best opportunities to view the evening star. The February Full Moon, known as the “Full Cold Moon” occurs on February 10, 2017 rising at 5:30 p.m., after having gone full at 4:33 p.m. The February New Moon occurs on February 26, 2017, at 6:58 a.m.

**Lunar Eclipse.** This month brings a penumbral lunar eclipse with the Full Moon on February 10, 2017. The penumbral lunar eclipse can be difficult to discern from the normal Full Moon. Best chance to see in our area will be right when the moon rises, as the maximum of the eclipse will be at 5:35 p.m. The eclipse will be over at 6:53 p.m.

There will be a total lunar eclipse on January 31, 2018.

**Garden Notes:** Burrrrrrr!!!! As I write, we are in an annual cold snap following last week’s much needed rain. Down to 28 degrees on January 25, at 7:00 a.m. Ice slush from the tap water. Even had to bring my brass monkey inside. In my Azusa garden, I did not lose anything, as it did not get as cold as in Claremont. The containers in my yard in Claremont were covered every frosty night with an poly tarp laid on top of the containers. The Valentine Lettuce mix, Bok Choi, Swiss Chard, Arugula, Leeks, and Beets all came through just fine. So, have a tarp at the ready when the frost alert is given.

This is a great time of year to start your garden! You can also grow all of the above in your own containers. Spinach, Carrots, Radishes, and Parsnips are also excellent cool season container crops. I use the terra cotta colored plastic containers with a catch basin. I fill the container ½ with cactus mix in the bottom and then ½ potting soil. Leave about 6-8 inches from the soil level to the top of the container. This head space provides your seedlings good protection.

I use Botanical Interest seeds, available at Mt. Fuji Nursery in Upland and Armstrong Garden Centers. These seeds cost bit more, but the quality and variety are excellent. It is key that you keep the seed bed moist until the plants germinate. You may wish to obtain

several plastic watering cans. If it is really cold, you can cover containers with a tarp or dryer warmed towels at night. If it rains, all the better. When the seedlings are about 2 inches tall, you can thin out the bed. Take the thinned seedlings, place into a colander, and rinse. Place in bowl, and dress with the fresh lime juice, fresh blood orange juice, and toss with feta cheese. Hmmm, tasty micro green salad.

**February Recipe:** Valentine’s Day Dinner. Mangia D’Amore. My friends, here is a simple menu that will take care of business on Valentine’s Day. We invite three other couples. This feast is easily downsized to a romantic dinner for two. There are big, lusty flavors in this meal. Even though it is a little spendy, you will have an awesome meal with friends or just your sweetie for less than a third of a restaurant meal. Here we go:

**Shrimp Cocktail.** 2-4 shrimp per person. I use frozen. Thaw in cold running water and serve in a chilled cocktail glass with cocktail sauce in the glass, garnished with a Key Lime wedge. Serve with an icy cold champagne. The real stuff. From France. You’ll see (or remember) what all the fuss is about. One nice bottle will yield eight glasses and will provide the perfect balance with the shrimp. Liquorama in Upland always has nice selection.

**Steamed Vegetables.** Consider sauteed spinach or fresh green beans, broccoli, or steamed artichokes. I love asparagus, but not for this menu. I recommend you stay away from asparagus, because of the potential for fouling up the taste the nice wine that your guests will be bestowing upon you. Asparagus will, about 30% of the time, mess up the flavor of red wine. The problem is that you cannot predict which red wine will be spoiled and which will not. If there is an Asparagus/Wine problem, you will know it right away. You can experiment with Asparagus another time and will likely find some wines that work.

**Secret Weapon Mashed Potatoes.** This is one of my best *amuse*. An *amuse* is a french cooking term meaning a “whimsical surprise”. This is a rare authorized use of Instant Mashed Potatoes. In a 4 quart sauce pan with a quart of water, take three or four stems of Rosemary. Bring just to a boil and turn off heat. Cover and allow rosemary to steep for a few minutes or even all day. The water will take on a nice rose colored hue. Remove the stems, strain and reserve enough water for 8-10 servings per directions on the box, about 3 cups. Try some of the remaining water, it is tasty, like Rosemary tea. Add the butter and milk called for in the directions. Add one or two cloves of crushed garlic or a finely minced shallot into the pan.

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**President's Remarks**  
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**State Senator of the 29th District of California, Josh Newman**

Recently elected in November of 2016, State Senator Newman represents the residents of Chino Hills. Senator Newman served as an Officer in the United States Army and went on to become the founder and Executive Director of Armed Force2Workforce, a California not-for-profit organization that assists young veterans in Orange, San Bernardino and Los Angeles counties in finding rewarding, career-oriented employment. Senator Newman was recently nominated as the Chair of Veterans Affairs Committee, Business and Professional Development Committee, Health and Human Services Committee and Insurance Committee.

In an effort to embrace the diverse political landscape of our community, the Western San Bernardino County Bar Association looks forward to working closely with all of our local representatives to improve the legal rights of the residents of San Bernardino and their access to the courts.

**WSBCBA MEMBERS:**

**If you have a suggestion for an MCLE topic, speaker, or know somebody who is interested in speaking at one of our luncheons, please contact Deva Mora at the WSBCBA office.  
Phone: (909) 483-0548  
Fax: (909) 483-0553  
E-mail:  
[mail@wsbcbca.org](mailto:mail@wsbcbca.org)**

**ATTENTION NEWLY ADMITTED ATTORNEYS**

**If you would like mentoring, please contact the Western San Bernardino County Bar Association at (909) 483-0548 or email at [mail@wsbcbca.org](mailto:mail@wsbcbca.org) and request an attorney mentor. We are here to help you succeed!**

**February 2017 Almanac**  
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Bring to a simmer, then cut the heat. No added salt is necessary, as it will be provided by the cheese. Add in potato flakes, and stir. As soon as the potato flakes are mixed in, stir in 1 cup of grated gouda. Cover and let rest. You can put the pan in the still warm oven (from your brownies) to keep warm. If you can get it, use "*Midnight Moon*" which is a goat milk gouda from Sonoma County. The trick is this: The potatoes will look plain, but they will be super tasty. No one will expect such flavors from plain white potatoes, which why it is an *amuse*.

**Sweetheart Steaks:** Four Rib Eyes about 3/4 to 1 lb., each, butterflied. Go ahead, throw down for the prime. You know where the butcher shop is. You deserve it. About two hours before dinner, season with kosher salt and fresh cracked pepper. Place on a plate and cover with plastic wrap and let rest on counter. If you love black pepper, take some rough cracked peppercorns and using the heel of your hand, press into both sides of the steak. The grilling process will yield a crazy good peppercorn crust. Cover with plastic wrap and allow the steaks to come up to room temperature. On a medium hot grill, cook about five to six minutes per side with the lid down for medium rare. Place steaks in a serving dish and cover with foil. Let the steaks rest for at least 10 minutes under the foil. When each steak is opened up, it will be in a heart shape. Split it with your sweetheart.

**Chocolate Brownie Sundae.** Make brownies in an 8x8 pan for thickness. Please do not over cook. Cut into nine brownies. Place brownie in ice cream bowl. Finish with ice cream, fresh strawberries, whipped cream, hot fudge, and/or toasted nuts. Simple yet elegant.

**Wine pick:** This is where you find out who your good friends are. When your guests ask what they can bring, tell them a really nice Napa or Sonoma Cabernet. You will then have three 3 bottles to try over the evening. Go ahead and pull out your decanter. Any red wine will benefit from being decanted. An hour is ideal, but even 10 minutes will make a noticeable difference. Save a sip or two for your brownie, as the combination of chocolate and red wine is a guaranteed winner.

*Buon Appetito! Tony Sears*

## Express Assumption of the Risk: Don't Just Fold Up Shop in the Face of Any Old Release

By: *Justin King, WSBCEA Board of  
Director*



This article is a two part series on express and implied assumption of the risk in the context of sporting activities, with a particular focus on coach, instructor or trainer liability for injuries to participants in those sporting activities. Next month, I will write an article on implied assumption of the risk and how liability may exist against a coach, instructor, trainer or other supervisor or facilitator of a sporting activity where that person or entity has increased the risk of injury beyond those inherent in the activity itself. However, participants in almost all organized sporting activities sign a waiver and release of liability prior to engaging in the sporting activity. In these situations, a plaintiff must first surmount the defense of express assumption of the risk before tackling the defense of implied assumption of the risk.

When evaluating an express assumption of the risk defense, it is important not to just give up in the face of any old release. Many facilitators of these organized sporting activities, including local leagues and small and medium sized business have not put careful attention into the drafting of their release agreements. Before accepting the validity of the defendant's release, analyze it carefully and please keep the following legal rules in mind.

"To be valid and enforceable, a written release purporting to exculpate a tortfeasor from damage claims based on its future negligence or misconduct must clearly, unambiguously and explicitly express this specific intent of the subscribing parties." (*Leon v. Family Fitness Center (No. 107) Inc.* (1998) 61 Cal.App.4th 1227, 1233). "[T]he language used must be clear, explicit and comprehensible in each of its essential details. Such an agreement, read as a whole, must clearly notify the prospective releaser or indemnitor of the effect of signing the agreement." (*Paralift, Inc. v. Superior Court* (1993) 23 Cal.App.4th 748, 755). "If an express agreement exempting the defendant from liability for his negligence is to be sustained, it must appear that its terms were brought home to the plaintiff; and if he did not know of the provision in his contract and a reasonable person in his position would not have known it, it is not binding upon him and the agreement fails for want of mutual assent." (*Cohen v. Five Brooks Stable* (2008) 159 Cal.App. 1476, 1488).

"An express release is not enforceable if it is not easily readable." (*Conservatorship of Estate of Link* (1984) 158 Cal.App.3d 138, 141). "Furthermore, the important operative language should be placed in a position which compels notice and must be distinguished from other sections of the document. A [layperson] should not be required to muddle through complex language to know that valuable, legal rights are being relinquished." (*Ibid.* at 142). "An exculpatory clause is unenforceable if not distinguished from other sections, if printed in the same typeface as the remainder of the document and if not likely to attract attention because it is placed in the middle of a document." (*Leon, supra*, at 1232). "In other words, a release must not be buried in a lengthy document, hidden among other verbiage, or so encumbered with other provisions as to be difficult to find." (*Ibid.*).

"California courts require a high degree of clarity and specificity in a Release in order to find that it relieves a party from liability for its own negligence." (*Cohen, supra*, at 1488). "The presence of a clear and unequivocal waiver with specific reference to a defendant's negligence is a distinct requirement where the defendant seeks to use the agreement to escape responsibility for the consequences of his negligence." (*Scroggs v. Coast Community College District* (1987) 193 Cal.App.3d 1399, 1404). Further, it is "necessary that the act of negligence, which results in injury to the releaser, be *reasonably related to the object or purpose for which the release is given.*" [italics added] (*Benedek v. PLC Santa Monica, LLC* (2002) 104 Cal.App.4th 1351, 1357). Likewise, "[i]n order for [an] agreement to assume the risk to be effective, it must appear that its terms were intended by both parties to apply to *the particular conduct of the defendant which has caused the harm.*" [italics original] (*Cohen, supra*, at 1488).

"The determination of whether a release contains ambiguities is a matter of contractual construction." (*Cohen, supra*, at 1485). "An ambiguity exists when a party can identify an alternative, semantically reasonable, candidate of meaning of a writing." (*Ibid.*). "If an ambiguity as to the scope of the release exists, it should normally be construed against the drafter." (*Ibid.*; Also see *Leon, supra*, at 1234 ["Again, where the agreement is drawn by the defendant and the plaintiff passively accepts it, its terms will ordinarily be construed strictly against the defendant."]).

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**Express Assumption of the Risk:  
Don't Just Fold Up Shop in the Face  
of Any Old Release  
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In *Leon v. Family Fitness Center (No. 107), Inc.* (1998) 61 Cal.App.4th 1227 a patron of the Family Fitness Center signed a Club Membership Agreement in order to become a member of defendant's gym. The membership agreement was a legal-length single sheet of paper with writing on the front and back. The front page of the agreement was divided into two columns, with the exculpatory clause located at the bottom of the left-hand column of the first page. Sometime after signing the Club Membership Agreement, the plaintiff sustained injuries when a sauna bench on which he was lying collapsed beneath him.

The exculpatory language in the Club Membership Agreement in *Leon* read as follows:

“Buyer is aware that participation in a sport or physical exercise may result in accidents or injury and Buyer assumes the risk connected with the participation in a sport or exercise and represents that Member is in good health and suffers from no physical impairment which would limit their use of FFC's facilities. Buyer acknowledges that FFC has not and will not render any medical services including medical diagnosis of Member's physical condition. Buyer specifically agrees that FFC, its officers, employees and agents shall not be liable for any claim, demand, cause of action of any kind whatsoever for, or on account of death, personal injury, property damage or loss of any kind resulting from or related to Member's use of the facilities or participation in any sport, exercise or activity within or without the club premises, and Buyer agrees to hold FFC harmless for same.”

*Leon v. Family Fitness Center (No. 107), Inc.* (1998) 61 Cal.App.4th 1227, 1231.

The *Leon* court held that the release was unenforceable for several reasons, including that the Club Membership Agreement did not call the plaintiff's attention to the exculpatory language. The *Leon* court held as follows:

“Here, the release clause, although a separate paragraph, is in undifferentiated type located in the middle of a document. Although some other portions are printed in bold and in enlarged print, the releasing

paragraph is not prefaced by a heading to alert the reader that it is an exculpatory release, contains no bold lettering and is in the same smaller font size as is most of the document. No physical characteristic distinguishes the exculpatory clause from the remainder of the document. The document itself is titled ‘Club Membership Agreement (Retail Installment Contract)’ giving no notice to the reader it includes a release or waiver of liability. Of particular relevance, there is no language to alert a reader that Family Fitness intended the release to exculpate it from claims based on its own negligence. Where such exculpation is sought, the release must contain specific words ‘clearly and explicitly expressing such intent.’”

*Leon v. Family Fitness Center (No. 107), Inc.* (1998) 61 Cal.App.4th 1227, 1233.

The *Leon* court held that the release was also unenforceable “because, read as a whole, it does not clearly notify a customer of the effect of signing the agreement – it was not clear, unambiguous and explicit.” (*Leon, supra*, at 1235). On this issue, the *Leon* court held the following:

“The release begins with language that participation in a sport or physical exercise may result in accidents or injury and buyer assumes the risk connected with the participation in such. The release is followed by a statement in large print and bold capital letters: ‘MODERATION IS THE KEY TO A SUCCESSFUL FITNESS PROGRAM AND ALSO THE KEY TO PREVENTING INJURIES.’ Family Fitness placed the general waiver between these two statements which deal strictly with the risks inherent in an exercise or sports program without any mention that it was intended to insulate the proprietor from liability for injuries caused by its own negligence.

Reading the entire document leads to the inescapable conclusion the release does not clearly, explicitly and comprehensibly set forth to an ordinary person untrained in the law, such as Leon, that the intent and effect of the document is to release

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**Express Assumption of the Risk:  
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claims for his own personal injuries resulting from the enterprise's own negligent acts ... .”

*Leon v. Family Fitness Center (No. 107), Inc.* (1998) 61 Cal.App.4th 1227, 1235.

In *Cohen v. Five Brooks Stable* (2008) 159 Cal.App.4th 1476 the plaintiff was injured when she fell from a horse during a trail ride provided to her by defendant. The ride was guided by an instructor who allowed his horse to gallop out in front of the participants' horses that were following immediately behind the instructor's horse. The horses that were following, including plaintiff's horse, proceeded to gallop in response to the instructor's horse and plaintiff was thrown from the horse, suffering injury. Plaintiff alleged that defendant had increased the risk beyond those inherent in trail riding by allowing his horse to gallop out in front of the other horses, where it was foreseeable that the other horses would follow.

Prior to going on the trail ride, plaintiff signed a document entitled “Visitor's Acknowledgment of Risk” which advised of numerous risks of horse back riding, including the risk that a horse may “run and bolt uncontrollably.” (*Cohen, supra*, at 1486). The release agreement stated that plaintiff was agreeing “to assume responsibility for the risks identified herein *and those risks not specifically identified.*” (*Cohen, supra*, at 1486).

The *Cohen* court held that the list of risks in the release document were arguably only those inherent in horse back riding and that by stating that plaintiff was assuming the risks specifically enumerated in the release and “those risks not specifically identified”, it was not clear whether the defendant meant additional, non-enumerated risks inherent in horse back riding or negligence by one of its instructors that increased the risk beyond those inherent in horse back riding. (*Cohen, supra*, at 1487). Following the maxim that all ambiguities are interpreted strictly against the defendant as drafter, the *Cohen* court held that the plaintiff did not release the defendant from liability for injuries caused by defendant's negligence that increased a risk inherent in horse back riding because the release did not explicitly state that plaintiff was assuming this risk. (*Cohen, supra*, at 1488).

The *Cohn* court held as follows:

“A fair reading of the entire Release compels the conclusion that it does not make clear to an ordinary person untrained in the law that its purpose and effect is to release claims for one's own personal injuries resulting from respondent's negligent acts, including misconduct that increases a risk inherent in horseback riding. On the contrary, a person who understandingly signed the release cannot be deemed to have waived any hazard *other than those inherent in the trail riding of horses.* Stated differently, the Release does no more than subject appellant to a legal Principle—the doctrine of primary assumption of risk—that would apply even if the Release did not exist.”

*Cohen v. Five Brooks Stable* (2008) 159 Cal.App. 1476, 1490.

In summary, make sure the release agreement your client signed clearly advises him or her of what he or she is releasing the defendant from; make sure the releasing language is clearly visible and discernable from other language in the release; make sure the title of the release is not deceiving and clearly denotes that what the plaintiff is signing is a release of liability; and make sure the release actually releases the defendant from liability for their own negligence and does not simply reiterate the rule of implied assumption of the risk: that the defendant is not liable for those risks that are inherent in the sport itself. If the release fails on any of these accounts, it may not be enforceable at all.

Please see my article next month on implied assumption of the risk and how liability may exist against a coach, instructor, trainer or other supervisor or facilitator of a sporting activity where that person or entity has increased the risk of injury beyond those inherent in the sporting activity itself.



## Hon. Joseph B. Campbell Inn of Court January 2017 ~ by President, Comm. Donna Connally

As 2017 kicks off, the Campbell Inn of Court is almost half-way through its 2016-2017 program year. In a big "Happy New Year" to each of our members, the January presentation at the membership meeting covered the many opportunities and pitfalls facing us when we put our professional persona(s) and/or our law practices on the Internet. (Sometimes, it just seems right to capitalize "Internet.")

We kept with our theme of re-booting classic lawyer movies (this month: **Philadelphia**), using the film to explore all that can happen "*On the Streets of the Internet*." The panel of six was led by attorney and Inn member Victor Herrera. There was also a special guest speaker: Doug Bradley of Inland Empire Lawyers. The team opened with some clips from the movie. They noted the main character (played by Tom Hanks) went through nine attorneys before finding one (played by Denzel Washington) to represent him. This raised the question, "If it took a well-respected attorney this many tries to find an attorney to hire, what does any regular guy [gal] have to do?"

A number of topics were brought up and lots of discussion ensued on each. I have to say, just when you think you have "heard most of this a year ago and that was enough, already," you realize technology has morphed (again!) and there are new issues and fresh takes on all of it. Here are some key points coming out of the presentation and the contribution of members' questions/observations:

- "Dirty Secrets of an SEO (Search Engine Optimization)." An SEO can mean great help improving your position on "page 1" of a search; on the flip side, you can find yourself in hot water with the public, the State Bar, and (wait for the worst)... GOOGLE! In all seriousness, your SEO service is doing you harm by engaging in any of these things:
  - (1) Driving traffic to your website from hyperlinks built into "fake websites." If Google discovers these fake websites that have been pushing business your way, the search engine giant has been known to penalize you by dropping you off the top page(s). Climbing back to the top after this metaphorical trip to the woodshed is very difficult.
  - (2) Misrepresenting who/what you are. Anything written by your SEO rep, on a contrived website or otherwise must be accurate and truthful.

(2 cont.) For example, a writing in your (the attorney's) voice saying, "I specialize in the issues of child custody and child support in all family law cases," can cause serious problems with misrepresentation and false advertising if you are NOT, in fact, a certified specialist in this area.

- Blogging, Twitter, and Online Reviews. There are good and bad things about each of these tools. Here are some of the take-aways I heard from our membership:
  - (1) Blogging that includes this statement – "Send me your questions privately and I'll respond" – raises a few questions: Is this a communication that has mutated into a solicitation? Would a responder have a reasonable expectation that s/he has entered into an attorney-client relationship? If the blogger is an individual working for a law firm, is the law firm on the hook for any repercussions from the blog? One thought about blogging: Do not make it interactive; use it for outgoing information only.
  - (2) Twitter – There are so many things to cover here and one notable fact is there does not seem to be any ethics opinions (yet) written that fully cover Twitter issues, such as: Tweets do not have room for disclaimers; A tweet to one individual, if re-tweeted, may (a) create more issues re: attorney-client relationships and/or privilege, or (b) the re-tweeter of one of your tweets could face fallout for practicing law without a license.

If all who read this would join us at the Hon. Joseph B. Campbell Inn of Court, I would not struggle each month to summarize the amazing content of our programs! Or, why not join because you want to mingle, share thoughts and experiences with colleagues and friends and pick up MCLE credits?

Your membership fee includes all dinners, all programs and all MCLE credits for the programs. **The next meeting is February 8 (Wednesday), at Castaway Restaurant in San Bernardino. Social: 5:30 p.m.; Dinner: 6:00 p.m.; Program: approximately 6:20-7:20p.m.**

For more information about membership contact Lisa DeLorme (Membership Chair): 626-302-6889, or [lisa.delorme@sce.com](mailto:lisa.delorme@sce.com).

**ATTENTION N-Z MCLE COMPLIANCE GROUP**  
**The California State Bar has extended your MCLE deadline for reporting and accumulating your MCLE Credits to March 1, 2017.**

**Western San Bernardino County Bar Association presents**

# MCLE BLITZ

**3 General MCLE Credits**

**Second Session**

**Thursday, February 23, 2017**  
**6:00 p.m. - 9:00 p.m.**

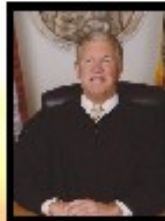
**1- Mediation Briefs**  
**Speaker: Timothy Corcoran**

**1 - Trial Briefs**  
**Speaker: Hon. Bryan Foster**

**1 - Appellate Briefs**  
**Speaker: Justice Douglas Miller**



**Tim Corcoran**  
**RAMS**



**Hon. Bryan Foster**  
**San Bernardino**  
**County Superior Court**



**Justice Douglas Miller**  
**Court of Appeal**  
**4th Appellate District**  
**2nd Division**

**Friday Session Only**

**Sandwich Choice:**

- Italian Combo
- Turkey Breast
- Steak Arugula
- Ham & Swiss
- Vegetarian
- Almond Chicken Salad

**Members: \$60.00 per session**  
**Non-Members: \$75.00 per session**

at  
**Western San Bernardino County Bar Association**  
**Conference Rooms**  
**8409 Utica Avenue**  
**Rancho Cucamonga, CA 91730**

NAME: \_\_\_\_\_

PHONE No: \_\_\_\_\_

**NOTE: A \$60.00 /\$75.00 fee will be charged for each session for failure to show or cancelation of reservation within 24 hours of event.**  
**The WSBCBA certifies that this activity has been approved for up to a total of 3.0 general and/or 1.0 Ethics, 1.0 Bias and 1.0 Competence MCLE Credits by the State Bar of California.**  
**WESTERN SAN BERNARDINO COUNTY BAR ASSOCIATION**  
**8409 Utica Avenue, Rancho Cucamonga, CA 91730**  
**Tel.: (909) 483-0548 Fax: (909) 483-0553 E-mail: mail@wsbcba.org**



# Western San Bernardino County Bar Association

cordially invites you to its  
**8th Annual Judicial Officer of the Year Awards Ceremony**

HONORING

San Bernardino County Superior Court  
**Judge John M. Pacheco**

AND

Lifetime Recognition Award To  
**Jim Cochran**

15 Year Employee and Security Officer for  
San Bernardino County Superior Court

Thursday Evening  
March 9, 2017

5:00 p.m. - Social Gathering

6:00 - 8:00 p.m. - Dinner & Program

DoubleTree By Hilton  
222 North Vineyard Avenue, Ontario, California

2016 - 2017  
**Judicial Officer of the Year Awards Ceremony**

**Sponsorships**

<b>Diamond</b>	<b>Platinum</b>	<b>Gold</b>	<b>Silver</b>	<b>Bronze</b>
<b>\$2000.00</b>	<b>\$1500.00</b>	<b>\$1000.00</b>	<b>\$500.00</b>	<b>\$250.00</b>
<small>Includes Table of 10</small>	<small>Includes 5 Meals</small>	<small>Includes 2 Meals</small>	<small>Includes 1 Meal</small>	

Sponsor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Sponsor Telephone: \_\_\_\_\_  
 Amount Sponsored: \_\_\_\_\_

Thank you for your support!

**Judicial Officer of the Year Dinner Registration**

- \$75.00 Individual     \$750.00 Table of 10  
 \$85.00 if reservation is received after February 24, 2017

Name: \_\_\_\_\_  
(Please provide additional names and/or names of table guests below)

Firm Name: \_\_\_\_\_

Payment Method:  Check     Credit Card     Visa     MC  
 Other \_\_\_\_\_ Card No: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

**Please Mark Your Meal Selection(s)**

- \_\_\_\_\_ Seared Atlantic Salmon    \_\_\_\_\_ Chicken with Apple and Almonds  
 \_\_\_\_\_ Grilled Vegetable Brochettes (Gluten Free/Vegetarian)

Attendee Names and Food Choice:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please return this RSVP no later than February 24, 2017, to  
 Western San Bernardino County Bar Association and mail or fax to:  
 WSBBCBA • 8409 Utica Avenue • P.O. Box 624 Rancho Cucamonga, California 91729  
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 A \$50/\$75/\$85 fee will be charged for failure to show or cancellation  
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Robert Cullen is president of Retirement Planning & Management Group, a registered investment advisor, that offers specialized Medi-Cal consulting services. Saving Mom & Dad is available through Amazon or contacting Robert's office in Upland at 800-RCULLEN. Securities offered through LPL Financial, Member FINRA/SIPC

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# NEWS BULLETIN



**MCLE Blitz - Second Session - 3 Credits**  
**February 23, 2017 @ 6:00 p.m. - 9:00 p.m.**  
**WSBCBA - Conference Rooms**  
**Rancho Cucamonga, CA 91730**



**Judicial Officer of the Year**  
**March 9, 2017 @ 5:00 p.m.**  
**DoubleTree by Hilton**