WINTER 2024

atissue

A STONE | DEAN PUBLICATION

Connecting you to trending and relevant legal developments in California

inside this issue:

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A Word from the Partners

As the former CEO of IBM once said: "To be successful, you have to have your heart in your business, and your business in your heart." At Stone | Dean, we live by that maxim and it has paid off. In 2023 we have significantly grown our firm and maintained a culture of appreciation and teamwork. A few years ago, Greg Stone and I bought an office building to demonstrate our commitment to Stone | Dean. This past year we have expanded our workspace at our building with beautiful improvements to provide a fantastic place for our extraordinary legal professionals and to service our loyal and expanding client base. We look forward to a wonderful year of challenges and adventures and look forward to working with all of you in 2024!

Have a safe, healthy and prosperous New Year!

Kristi Dean
Managing Partner

Q&A with Holly M. Parker, Esq.

Holly M. Parker is one of the latest additions to Stone | Dean's team of attorneys. Holly is a seasoned civil litigation attorney with over 25 years of experience on both the plaintiff and defense side in a myriad of legal practice areas such as premises liability, labor and employment, personal injury, construction defect, insurance defense, retail and commercial defense, contracts, trademark, consumer protection and family law. Prior to joining the firm as a Senior Associate, Holly managed her own law firm, HMP LAW, as a sole practitioner in Century City, CA. Holly is also extremely active in various local and national bar associations as a dedicated committee member, chairperson, panel speaker and board member. We caught up with her to get her thoughts on her background, legal experiences, and more. To read more about Holly M. Parker, Esq., visit her profile at **http://stonedeanlaw. com/our-people/attorneys/holly-m-parker/.**

Q: Have you always wanted to be an attorney?

A: Yes, at an early age. I initially thought I would be a district attorney since my late father owned his own security company and worked in law enforcement. Then I wanted to be a civil/business lawyer after watching a television episode of L.A. Law.

Q: What are two personal standout moments during your legal career?

A: First, appearing before the justices of the US Supreme Court in Washington, D.C. in 2010 and being admitted as an attorney member; and second, being elected to serve on my law school's (Loyola Law School, in Los Angeles, CA) Alumni Board of Governors for the past two terms.

Q: Do you have other attorneys in your family?

A: No; I am a first generation attorney.

Q: Are you a native of Los Angeles?

A: No; I was born in Carmel, CA and raised in a small city called Seaside. Both are located on the Monterey Peninsula/Central CA. I moved to LA in 1989 to attend UCLA and have remained a resident of Los Angeles to present.

Q: If you were not a lawyer, what would you be doing?

A: Something creative involving my love of public speaking, dance, music and fashion.

Q: What is the most memorable case you have handled during your legal career?

A: I was in my third or fourth year of practice at a downtown Los Angeles firm when I was assigned my first premises liability jury trial on behalf of an injured plaintiff. Although the jury ultimately found in favor of the defense, at the conclusion of the trial, I was complimented by the sitting judge on my cross-examination of the defense medical expert and was even offered employment by opposing counsel who was a managing partner at a large law firm. I learned so much about my tenacity and dedication during my trial preparation and was extremely proud that I conquered my anxiety of trying a case by myself.

Q: What motivated you to pursue your own law practice?

A: I decided to invest in myself and my experience after 20 years of working for various law firms within Los Angeles County. I was also inspired by my parents who were both entrepreneurs.

Q: What three adjectives would best describe you as an attorney?

A: Dedicated, reliable and professional.

Stone | Dean's RAVE Award Honors Alicia Gonzalez, Katrina Garcia, and Kathy Lawson!

Stone | Dean is proud to announce our RAVE Award winners for 2023. The RAVE Award is given to a firm employee who demonstrates an impeccable work performance record, a high degree of compassion and team play, as well as consistently being a great performer for the firm. The recipient of the RAVE Award is not only a skilled and competent worker, but also highly committed to doing the best job he/she possibly can for the firm and its clients. Alicia Gonzalez, legal assistant and staff administrator, Katrina Garcia, paralegal, and Kathy Lawson, legal assistant, are the recipients of this year's RAVE Award. All three recipients received "rave" reviews from their peers:

Alicia Gonzalez has over 15 years of litigation experience. She assists numerous attorneys at the firm in both state and federal litigation matters. Alicia was also the Fall 2018 recipient of Stone | Dean's RAVE Award. Alicia excels with superior work product, amazing leadership skills to others, and is an example of integrity, professionalism and teamwork. We are lucky to have her!

Peer Praise for Alicia:
"Alicia is patient, reliable, adaptable, has great listening skills, provides effective feedback, and has positive team building skills."

"Whether it is taking time to thoughtfully answer questions and address concerns of members of the firm, or lending a hand to co-workers who are in need, Alicia is the rock on which everyone leans. She is fair, firm, and no-nonsense."

"She is incredibly efficient. She is constantly positive, upbeat and a joy to work with."

"She creates a "team approach" atmosphere in the firm that is not quantifiable, but definitely present. She even smiles when she is stressed."

Katrina Garcia has over 16 years of litigation experience which includes civil litigation, estate planning, subrogation, transaction and corporate matters. Katrina excels in her role as paralegal and is a skilled and valued member team member at Stone | Dean.

Peer Praise for Katrina:
"Katrina is loyal to this firm, both on and off the clock. She is a highly committed and engaged employee. She anticipates what needs to happen and takes care of it."

"She is a professional and a team player. She goes way and beyond to help everyone at Stone | Dean LLP."

"She has great communication, organization and leads by example… She is reliable and I know I can count on her to help in any way she can."

"Katrina embodies the essence of effective communication within our team, consistently engaging in prompt and respectful exchanges that foster collaboration."

Kathy Lawson has over 20 years of litigation experience and excels at client relations, litigation filings and document preparation. Kathy's hard work keeps the firm organized and running smoothly.

Peer Praise for Kathy:
"Kathy strives to be of assistance to whomever might need it and maintains excellent communication on projects."

"She is always willing to help with anything I ask, and I know I can trust her to get things done."

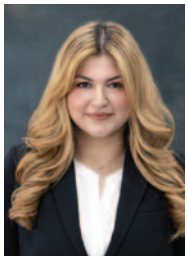
"Whenever I have asked her for help me with a task, she is always eager to help and does so with a positive attitude. She is competent, smart, detail-oriented, organized and a team player."

"She is always kind and professional in her communication."

The firm is truly fortunate to have such dedicated employees as Alicia, Katrina, and Kathy.

Stone | Dean Office Expansion

by Talitha Galstyan



We are very excited to share that we are expanding our office space! After a wonderful year and many new team additions, we have outgrown our current office space. As such, we have made the decision to expand our office space in order to continue to support our growing staff and clients!

The expansion includes the addition of nine additional private offices, two large conference rooms and one additional shared workspace for our support staff. The addition of the two conference rooms will provide us with a total of three conference rooms which will give us the ability to conduct in person legal proceedings including mediations, depositions and business meetings.

We anticipate completing this expansion by Spring 2024. During this time, our staff will be working in the functioning part of our office, and we will conduct in person meetings as needed.

We truly value our clients, and it is because of you that this is possible for our firm. We will communicate any updates as they arise. If you have any questions, please reach out to us. Thank you for your continued support!

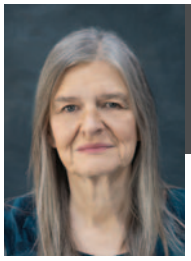
Worker's Compensation for Remote Workers

by Suzanne R. Feffer, Senior Associate

Workers' compensation provides coverage for employees injured in the course and scope of their employment. With some limitations, employees working remotely are covered by workers' compensation insurance. That means that whether an employee is performing job duties at the office or from home, workers' compensation protections apply. Rather than focusing on the location of the employee at the time of the incident, the primary question for injuries involving remote workers will be whether the employee was engaged in office duties at the time of the injury. Hazards present at home (i.e. tripping over a phone charging cord or slipping on food dropped by a child) will be treated as hazards presented in the workplace for the purpose of coverage.

When an employee is injured while working in the office, it is generally assumed that the employee was engaged in work related activity. Employees working from home, on the other hand, may be engaged in a host of activities unrelated to work during "work hours." The primary question will be if the injury arose out of and in connection to the employment. Stated another way, was the employee acting in the interest of the employer at the time of the injury? That analysis is liberally construed.

The personal comfort doctrine allows for coverage for some activities only tangentially related to the job. Using the restroom or getting up to take a break or get coffee are considered work related actions. Such activities are necessarily contemplated or incidental to employment. An injury sustained out of activities of that sort is considered to have arisen out of employment. The course of employment may, however, be interrupted by other activities. Performing home repairs, for example, even when undertaken during "work hours" may not be covered by workers' compensation as that activity may be considered strictly personal. The employee must be prepared to offer evidence that the injury was work related. All work related injures mut be reported within 30 days of the incident.



The (Un)Enforceability of Non-Compete Clauses Under California Law

by Justene Ademac, Senior Attorney

In California, employers are prohibited from including non-compete and non-solicitation clauses in employee contracts and handbooks. A non-compete clause will usually prohibit the employee from working for a competitor for some period of time after leaving employment. A non-solicitation clause will prohibit a former employee from soliciting customers or employees of the former employer. The law doesn't just prohibit enforcement of such clauses but punishes employers who include them, either with the intent to discourage competition or by a mistaken understanding of the law. California is one of only a few states that protects competition. Any contractual clause by which anyone is restrained from engaging in a lawful profession, trade or business is void. There are certain statutory exceptions. For example, when someone sells their business, they can agree not to engage in a competing business for some period of time. However, few of the exceptions apply to employees.

In 2008, the California Supreme Court, in the landmark case of Edwards v. Arthur Andersen LLP, held that no such clause in an employment situation is enforceable. For a number of years, lawyers tried to draft clauses that might be different enough from the language considered in the Edwards case in the hope of having it being enforced. Many of those clauses took the form of non-solicitation clauses – an employee could work for another company, but they couldn't lure away customers or employees. In 2018, an appellate court issued an opinion striking down those clauses too.

The legislature has added language to the statute that prohibits non-compete clauses to be clear that any effort to draft around the law is fruitless. The statute is to be "read broadly" to void any clause "no matter how narrowly tailored". Although the revised statute took effect in January 2024, it codifies existing case law.

Even mere inclusion of non-compete language without actual enforcement subjects the employer to serious liability risk. Under the Labor Code, employers can be guilty of a misdemeanor and face a $1000 fine or six months in prison or both. Civil consequences are more dire. Including a non-compete clause can be attacked as a violation of the California Unfair Competition Law. Under the statute, a competitor or a former employer can get an injunction against enforcement and attorneys' fees. Violation of the California Unfair Competition Law can also form the basis for a claim for business torts such as interference with prospective economic or business advantage, which would entitle the competitor.

A company can still protect its trade secrets. A company should narrowly define its trade secrets and take all appropriate steps to give that information protection under the law. Except for telephone answering services and employment agencies, a customer list is not a trade secret. However, certain aspects of the customer relationship could be considered a trade secret. For example, a tool and dye company can have a customer's design specifications. An employee could be prohibited from taking those designs. That limitation may prove useless because an employee can contact the customer and get the information from the customer. Any information which a company gives a customer, such as pricing, is not a trade secret.

(continues on page 5)

Non-Compete Clauses continued from page 4

A trade secret is something that has economic value because it is secret and that a company takes reasonable steps to keep secret. The most obvious trade secret is the formula for Coke. Coca-Cola goes to great lengths to keep the formula a secret. Supposedly, only two executives know the formula; the ingredients are made in different factories; and sent unidentified in batches to be combined in other facilities.

There are basic steps to be followed to keep information confidential. Limit disclosure only to those employees who need to know, make it clear to those employees that the information is confidential, including marking documents and providing password protection; have employees acknowledge that they know the information is confidential; and have employees return the information when they no longer need it. Companies should also take any other steps necessary to keep the information from being disclosed to people outside the company.

It's important to draft contracts and handbooks to prevent a former employee from misappropriating trade secrets rather than trying to limit what an employee can do, whether it's starting a business or taking other employment. If you have any question about your existing procedures, reach out to Stone | Dean with questions!

How Do I Get Out of It? How to Avoid Jury Duty

by Gregory Stone, Founding Partner

As a trial attorney for over 30 years, I am frequently asked:" How do I get out of jury duty?"

My response is usually not what people want to hear.

"Why do you want to get out of it? It's your duty. Besides, it is a rewarding and fulfilling experience. "I respond.

It truly is worthwhile. I speak from experience as both a trial lawyer having tried more than 80 jury trials and as a recent presiding juror on an 8-day civil jury trial reaching a verdict.

Jury duty is not only our obligation, but it is also rewarding

Ironically, the prospective jurors during jury selection who clearly do not want to be there are inevitably the jurors who end up being the most bought into the process. Frequently, after the verdict, those initially, reluctant jurors are the last to leave and want to learn more: "Where does the case go from here?"; "Can they appeal?"; "Why did you implore [a certain] strategy"; "Will there be perjury charges"; "Can I have your business card", etc.

After the jury is excused, it is not uncommon for jurors to exchange personal information, hug each other and get emotional as they say goodbye. I see this often. It is a bonding experience which brings people with diverse backgrounds together for a single, significant purpose.

It is a big ask to take us away from our productive lives during prime-time business hours but is it really such a big sacrifice to support the greatest judicial system in the world? I think not.

In a criminal a case, we are asked to decide one's liberty. In a civil case, a career, physical future, or livelihood could be at stake. It can be an awesome responsibility.

The system only works if we participate. Sure, it is not perfect, but the runaway juries or shocking verdicts are newsworthy only because they are anomalies. Most of the time jurors get it right.

I'm not only a trial lawyer, I'm also a juror. Here is what to expect.

Jury duty is more efficient and accommodating than years past. My experience earlier this year was a common one. It was smooth, fulfilling and a good example of what to expect if you are on a jury.

I received a jury summons in the mail. I registered online and later confirmed my appearance. I then reported for duty at the Santa Monica courthouse on the confirmed date.

The Trial

For the second time in my life, I was selected, sworn, and impaneled as a juror. This time the case involved allegations of Fraud in the Inducement, Habitability, etc. It was emotional for the parties and significant issues were at stake for both sides. The defendant was also countersuing.

Each side presented their opening statements and what they expected the evidence would show. Then the parties presented witnesses and evidence. Our judge, subject to his approval, allowed us to write questions to witnesses before the witness was excused. Although not very common, allowing jurors to ask questions to a witness seems to be a new trend.

We heard several days of testimony and analyzed each witness's credibility. Were they biased? forgetful? honest? or just flat out lying? Each side rested. The attorneys then presented their closing arguments pointing out what they thought was compelling and highlighted certain jury instructions.

We were instructed on the law; provided a verdict form with many questions and retired to the jury room to start our deliberations.

Deliberations

For those who know me, it probably is no surprise, I was the foreperson (presiding juror). The trial lasted 8 days, and we had a lot of information to unpack. We had 19 questions to deliberate and vote. In a civil trial you only need 9 out of 12 jurors to agree on each question. It does not have to be the same 9 jurors on each question. In a criminal trial the verdict must be unanimous.

During the trial, jurors are not allowed discuss the case. On breaks we talked about everything but the case. Jurors must only discuss the case during deliberations and only while every juror is present.

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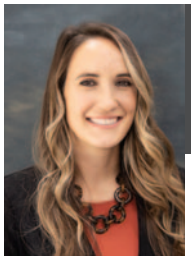

California Employers Facing New Employment Laws for 2024

by Angie Jones, Senior Associate

Senate Bill 848, effective January 1, 2024, expands California's bereavement law by providing eligible employees (defined as those employed by the employer for at least 30 days prior to the commencement of the leave) with leave entitlements for a "reproductive loss event," defined as "the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction."

As per the Bill, the California Fair Employment and Housing Act ("FEHA") currently entitles employees to up to five (5) days of bereavement leave upon the death of a family member and makes it an unlawful employment practice for an employer to refuse to grant a request by any employee to take said leave.

Senate Bill 848 additionally makes it an unlawful employment practice for an employer to refuse to grant a request by an eligible employee to take up to 5 days of reproductive loss leave following a reproductive loss event, as defined above. Reproductive loss leave need not be taken on consecutive days but must be taken within 3 months of the event in most circumstances, and pursuant to any existing leave policy of the employer. Employees are limited to 20 days of reproductive loss leave per 12-month period in the event of multiple reproductive loss events. In the absence of an existing policy, the reproductive loss leave may be unpaid; however, the bill authorizes an employee to use certain other leave balances otherwise available to the employee, including accrued and available paid sick leave.

The Bill is silent on supporting documentation requests. Conservative interpretation suggests the same should not be requested as prerequisite for granting an employee's reproductive loss leave request. As with other FEHA provisions, the Bill makes it an unlawful employment practice for an employer to retaliate against an individual for his or her exercise of the right to reproductive loss leave or for giving information or testimony as to reproductive loss leave, as described. Employers are also required to maintain employee confidentiality relating to reproductive loss leave.

Other notable legislation taking effect in 2024 are Senate Bills 553 and 616. SB 616, summarily, increases paid sick leave from three to five days (40 hours). If an alternative accrual method is used, it must ensure employees accrue 24 hours by the 120th day of the accrual year and 40 hours by the 200th day. Use may be restricted until the 90th day. The accrual cap was also increased from 48 hours (6 days) to 80 hours (10 days). However, if sick leave is front-loaded, carryover is no longer required. The Bill also considers remote working, preempts local laws that are less generous, and provides that certain procedural and non-retaliation provisions of the law apply even to union employees with a collective bargaining agreement that provides for different paid sick leave amounts.

Senate Bill 553 puts in place a comprehensive workplace violence prevention standard applicable to general industries with limited exception. Employers must comply by July 1, 2024, but preparation is highly recommended. The Bill requires employers to adopt a workplace violence prevention plan and comply with recordkeeping and training requirements. Because the plan must be tailored to the employer's specific workplace, a hazard assessment specific to the individual employer must first be done. With that in hand, a written plan must be developed and maintained as per specific Bill requirements, including, but not limited to, being easily accessible, in effect at all times and in all work areas, and including corrective measures for each work area and operation. The Bill also mandates annual employee training and requires employers to keep a "violent incident log" regarding every incident, response, and the investigation related thereto and to maintain said record for at least five (5) years. The Bill outlines what should be recorded with particularity. Unlike other required employee training, the required training related to SB 553 must be interactive.

An employer's log should include: Any act of violence or threat that occurs in a place of employment, including threat or use of physical force against employee that results in or has a high likelihood of resulting in injury, psychological trauma, or stress, regardless of actual injury; incident involving a threat or use of firearm or other dangerous weapon including the use of common objects as weapons regardless of whether the employee sustains an injury. It does NOT include lawful acts of self-defense or defense of others.

Case in Focus

Congratulations to Greg Stone who won a plaintiff medical malpractice jury trial against one of the top medical malpractice attorneys in the State. The case involved a botched wrist surgery requiring revision. Plaintiff was hospitalized for 4-5 days on what should have been an outpatient procedure.

The insurance for the doctor found plaintiff's pre-filing settlement demand of $29,000, to be "very reasonable and refreshing" but it was rejected because the doctor would not consent to settling.

The Santa Monica jury found the doctor fell below the standard of care. The verdict resulted in a judgment exceeding $350,000.

"I just wanted to do the right thing for our client who was wronged. The statute of limitations was expiring, and she needed help. I guess I'm a plaintiff's med mal lawyer now," joked Greg.

May Those Who Seek Only to Test the Law File Suit?

by Suzanne R. Feffer, Senior Associate

Our civil system generally operates under the basic premise that one wronged by another may seek redress. But what if the person filing the claim was not wronged at all? What if they were just "testing" to see if a wrong had occurred? That is the case now before the U.S. Supreme Court in Acheson Hotels LLC v. Laufer.

Defendant Acheson Hotels owns the Coast Village Inn and Cottages, a retreat located in Wells, Maine. Deborah Laufer is a disability activist who resides in Florida. Ms. Laufer suffers from multiple sclerosis, has limited use of her eyes and hands, and uses a wheelchair. Ms. Laufer did not intend to visit the defendant's property.

Ms. Laufer filed suit claiming that Acheson Hotels failed to provide accessibility information about the hotel. Specifically, it was not clear whether the establishment and/or any of the rooms there were accessible to one in a wheelchair. Indeed, Laufer has sued over 600 hotels based upon their failure to provide accessibility information in violation of the Americans with Disabilities Act (ADA). Laufer boasts that her lawsuits have compelled many to hotels to add information concerning accessibility to their websites.

At the trial of the matter, the property owner argued that Ms. Laufer was not damaged in any way by the alleged wrong since she did not ever visit or even plan to visit the property. Acheson Hotels' Motion to Dismiss was granted.

The appellate court reversed the trial court ruling, citing the "tester" case of Havens Realty Corp. v. Coleman. In that case, the court held that in a claim involving racial discrimination, even though the "tester" did not intend to move into the property, it had standing to sue as part of the "civil rights framework necessary to enforce the civil rights statutes."

In the claim before the U.S. Supreme Court, Acheson Hotels argues that Laufer's injury is, at best, informational insofar as the website failed to provide information concerning accessibility. It further claims that if the appellate court ruling is permitted to stand, anyone, regardless of their disability status, could then bring a lawsuit. In further support, Acheson Hotels referenced the 2021 ruling in TransUnion v. Ramirez which held that an informational injury cannot establish the requisite standing to bring suit.

Interestingly, the case may well be moot. Laufer asked the court to dismiss her case (despite the favorable appellate court ruling) because an attorney who represented her in other ADA cases was suspended from practice. While that attorney did not represent Laufer her in this case, Laufer did not want issues concerning her lawyer to distract from the claims she asserts.

Clearly, the property owner would like to put an end to lawsuits such as that brought by Laufer. The risk, of course, is that disability rights advocates may face some limitation with regard to their rights in "tester" cases such as this.

Jury Duty continued from page 5

Once we got settled, we went around the room to say whatever we were thinking about the case. We all agreed in advance no juror would be judged, ridiculed, or bullied for their opinion. "Let's just get it all out" and then we can discuss the specific questions on the verdict form. As expected, the dialogue was spirited. We were all holding in our comments and opinions for 8 days, so it was invigorating for us to open up and discuss our thoughts and impressions. Each comment invited dialogue.

When taking an exam, it is good practice to read the call of the question first. We adopted that approach here and read through all the questions we were asked before we started voting. We then discussed and voted on each question.

Surprisingly, after about 3 ½ hours of deliberations, we were unanimous on all 19 questions. We then advised the court attendant we reached a verdict.

The verdict

We were escorted into the courtroom and took our seats. The clerk read all 19 questions and our answers to each question. We found in favor of the plaintiff and awarded them damages. The losing party (or should I say non-winning party) has the right to poll the jury. "Polling" means each juror must confirm their vote on each question.

At that point, I raised my hand and represented to the court we were unanimous on all 19 questions. The defense counsel graciously stood up and said, "based upon that representation, the defense will waive polling."

Jury trials are a last result-always better to settle

When the verdict was read the defendant burst out crying and bolted outside. Although it was a little dark for many of us to see someone in pain and hurting; we all knew it was the right call. We followed the law and the facts. Jury trials are tough and one of the parties is going to lose and that is why jury trials should always be the last resort.

The impromptu settled conference-closure

I was very "bought into" this experience. So much so, afterwards, I became that juror who was the last to leave. After our goodbyes, I spoke to both attorneys. It was obviously a situation where the attorneys did not get along and the parties simply hated each other. I told them both I have mediated many cases and if they want my help, I am happy to assist in closure. Simultaneously, the attorneys for both parties responded "yes, please!"

I separated the parties and held an impromptu mediation in the courtroom. The Judge let me do my thing and was amused noting "the foreperson is now the mediator?"

I ended our discussion with a proposal which I thought was fair and could get closure. The parties indicated they would consider it. I stayed in touch with the attorneys for each side and a few weeks later, I was advised the parties accepted my proposal.

Happy and proud to have completed my service

Being engaged as a juror for 8 business days with limited breaks is a big ask, no doubt. Regardless, I am proud to have served. The system works. So, if you feel compelled to ask me "How do I get out of it, how to avoid jury duty" don't expect me to give you the answer you want and don't try to avoid it. Your duty and service will likely affect someone's life. Who knows? maybe the life you change could be your own!

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NEWS & ANNOUNCEMENTS

➔ Kudos to Senior Associate, Sue Feffer who obtained summary judgment on behalf of a large retail client. The case involved a third party assault in our client' parking lot, where the plaintiff was attacked by a man whom she described as "homeless," claiming that the store did not provide security necessary to prevent the attack. Immediately before attacking plaintiff, a store clerk was attacked. The court entered judgment in favor of our client as a matter of law, finding that our client breached no duty owed to the plaintiff.

➔ Congratulations to Partner, Gregg S. Garfinkel, who summarily enforced a contractual limitation of liability provision on behalf of large motor carrier, reducing the plaintiff's claimed damages from $450,000.00 to $35,000.00. The decision is pending publication in the Federal Supplement.

➔ Senior Associate, Holly M. Parker, continued her "hot streak", receiving a discovery sanctions award in the amount of $3,000 in a premises liability case involving three plaintiffs who failed to respond to overdue written discovery requests after several attempts to meet and confer with plaintiff's counsel. A total of nine motions to compel each plaintiff's responses were filed and granted. In addition to receiving the sanctions payment via personal delivery by plaintiff's counsel, Ms. Parker negotiated the voluntary dismissal of two of three plaintiffs. This significantly reduced the potential exposure to our client and limited substantial damages that were being sought.

➔ Congratulations are also in order to Holly M. Parker, on her installation as the Vice President of Black Women Lawyers Association of Los Angeles, Inc. at their 48th Annual Installation & Awards Dinner & Gala on September 30, 2023 in downtown Los Angeles. Ms. Parker also received the President's Award for Outstanding Service and Leadership. The firm was proud to be one of the many sponsors of the event with Greg Stone, Kristi Dean and Brandon Dawoodtabar in attendance.

➔ Kudos to Senior Associate, Joe Lara who recently obtained summary judgment in a personal injury action because the plaintiff failed to disclose the claim in her bankruptcy proceedings. The plaintiff claimed significant injuries due to a wet ceiling tile falling on her, as well as a neck surgery that she valued at over $200,000. Great job, Joe.

➔ Congratulations are in order to Senior Associate, Leslie Blozan who recently successfully defeated the motion of a major insurance company to dismiss a cross-complaint of our insured client. The issue was highly technical and a major victory for our client. After three successful motions with results favoring Stone Dean clients, Leslie Blozan is now defending those results in three separate appellate cases.

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