



ETHICS UPDATE:
How in the World Did We Get Here?

Wednesday December 2, 2020, 12:00 p.m.

Speakers

Maren B. Hufton is the Director of the Office of Equal Opportunity at Cal Poly. She serves as Title IX Coordinator, manages key compliance functions, and leads campus civil rights investigations and programs. Hufton was previously a partner in the Enforcement Defense and Investigations practice at Stradling, a law firm headquartered in Newport Beach. An experienced litigator and corporate attorney, Hufton is skilled in policy analysis; internal, corporate, and workplace investigations; ethics and compliance; discrimination and harassment law; and enforcement/investigation representation. She is an alumna of the University of Michigan Law School and the University of California, Davis.

Raymond E. Mattison has practiced in San Luis Obispo County since 1976, specializing in tort and insurance law. For the past 5 years he has worked full time as a mediator for private parties and as a volunteer for the Court through Professional Mediation. As an MCLE provider he has put on nearly 100 legal programs. He has served as a panelist for the state wide program “What’s New in Tort & Trial.” He was twice named “Trial Lawyer of the Year” by the Central Coast Trial Lawyer’s Ass’n and recently received the John Seitz Award for public service.

Jessica Saldo is an attorney with Mark R. Weiner and Associates, claims litigation counsel for State Farm Insurance. She handles a wide variety of personal injury cases throughout San Luis Obispo and Santa Barbara Counties. Previously, Jessica was an associate with Daniels, Fine, Israel, Schonbuch and Lebovits in Los Angeles where she specialized in handling premises liability cases. Jessica was born and raised in San Luis Obispo. She is a graduate of San Luis Obispo High School and an alumna of the University of Connecticut School of Law and Texas A&M University.

Judge Federman would like to acknowledge the assistance of Judicial Extern and Santa Clara Law School student Isabella Perello in preparing the summary of this year’s cases.

O’Gara Coach Co., LLC v. Ra (2019) 30 Cal.App.5th 1115. A law school graduate who served as president and COO of a car dealership did not have an attorney-client relationship with the dealership during his employment, and thus was not disqualified based on successive representation; but after he left and became an attorney, he was disqualified from representing former employees of the dealership because he had obtained privileged information during his employment.

Wu v. O'Gara Coach Co., LLC (2019) 38 Cal.App.5th 1069. Attorney's former employment as president and COO, and knowledge of the car dealership's "playbook," was insufficient to disqualify him from representing the dealership's former sales advisor in an employment discrimination action.

Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167. Attorney who represented minors in a wrongful death action was entitled to receive reasonable attorney fees from the settlement proceeds; reversing an order for payment of ten percent of the proceeds where the trial court failed to consider all the factors set forth in Rule 7.955, including the fee agreement with the surviving parent.

Strawn v. Morris Polich & Purdy, LLP (2019) 30 Cal.App.5th 1087. Insureds could pursue a claim against counsel for the insurer for invasion of privacy due to counsel's release of privileged financial records to the insurer without authorization from the insureds; the facts alleged were sufficient to overcome counsel's assertion of a pre-litigation privilege defense.

Jarvis v. Jarvis (2019) 33 Cal.App.5th 113. A general partner with 50% ownership could move to disqualify an attorney retained by another general partner on the ground the attorney did not have the authority to represent the partnership.

Monster Energy Co. v. Schechter (2019) 7 Cal.5th 781. An attorney's signature on a settlement agreement could be construed to include a tacit acknowledgment that he was bound by the agreement's confidentiality provisions, and to subject him to liability for breach of contract when he included a reference to the settlement in the firm's promotional materials.

LaSalle v. Vogel (2019) 36 Cal.App.5th 127. Plaintiff's counsel violated the rules of civility and cooperation among counsel by providing one day's notice by email of his intention to seek entry of default; defendant's CCP 473 motion to set aside the default judgment was well supported and warranted reversal of the judgment.

Davis v. TWC Dealer Group, Inc. (2019) 41 Cal.App.5th 662. Attorney violated the rule of candor toward the court by omitting material language from its legal brief, which effectively misrepresented the arbitration clause in an employment contract.

Uber Technologies, Inc. v. Google LLC (2018) 27 Cal.App.5th 953. When Uber acquired a self-driving car company, its pre-acquisition due diligence materials were not protected by the attorney client privilege; although the materials had qualified protection under the attorney work product doctrine, they were discoverable.

National Grange of Order of Patrons of Husbandry v. California Guild (2019) 38 Cal.App.5th 706. Creation of an ethnical screen was not sufficient where it was not documented by formal practices and policies in place at the start of employment of the attorney in question.

Antelope Valley Groundwater Cases (2018) 30 Cal.App.5th 602. Although party did not provide written consent to concurrent representation by a firm that represented another party with potentially adverse interests, due to the party's inordinate delay, it was estopped from disqualifying the firm.

Martinez v. O'Hara (2019) 32 Cal.App.5th 853. An attorney was referred to the State Bar for disciplinary action for referring in a notice of appeal to the female trial judge's ruling as "succubistic" and alleging she had intentionally refused to follow the law.