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CONTRA COSTA LAWYER

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FEATURES

NEWS & UPDATES

INSIDE:

Watching the Pendulum Swing between Debtors' and Creditors' Rights

by Corrine Bielejeski
Guest Editor

Debt. As a bankruptcy and financial planning attorney, I spend all of my days thinking about debt. Can a debtor client discharge their student loan? Will the creditor who just hired me get paid? Which way has the pendulum swung this year in its ever-shifting pattern back and forth between creditor's rights and debtor's rights?

As guest editor of this issue, I am thrilled to offer you words of wisdom from debtor and creditor attorneys. They are going to tell you about changes that make it easier for a business to reorganize or a student loan to be discharged. They are going to update you on collecting all of that Covid rent that came due and the new debt collector licensing laws that may apply to your firm. They are also going to tell you how to get paid by your clients!

The last few years have included numerous changes to how and how much we can collect from others. Another change – one to California's wage garnishment laws – is due to hit as this issue is released in September. That's one of the reasons I love our bar association. Our CCCBA sections have sponsored numerous programs to keep us updated, including inviting a former state senator to talk about exemption changes he worked on and hosting an agent from the local IRS office to teach us about tax laws. Many of these are even available online later if you missed the program or just need to refresh your memory. Not the IRS one, though. The IRS doesn't let us record those, so you'll just have to attend the next program live.

On a more personal note, I want to let you know that if you are struggling with debt, you are not alone. Many law students graduate with six figure student loans and spend decades paying them back. On top of that, it's expensive to live in the Bay Area – high rent and mortgage payments, large transportation costs, and rising grocery bills. It can be tempting to take on more work than we can reasonably handle, because we need that retainer to keep us afloat. We may want to ignore a red flag if the check is big enough. Do not risk your license! Instead, look at ways to cut costs, see if you qualify for an income-based loan repayment plan, and re-evaluate your income flow. If you start needing to touch your savings each month, talk to a professional. This could be a bankruptcy attorney, a financial advisor, your accountant, or even a business coach depending on where you are struggling. An even better idea? Treat it like your regular dental and medical visits. Sure, they are annoying, and they might cost you money, but hopefully regular appointments will catch something before it can snowball. Please accept my best wishes for your financial health. Now let's put our attorney hats back on and get to the articles.

Corrine Bielejeski *owns East Bay Bankruptcy Law & Financial Planning in Brentwood, California. She served as law clerk to the Hon. Edward D. Jellen (Ret.) in the Oakland Bankruptcy Court before entering private practice. She is a CEB update author, former co-chair of the Bankruptcy Court's Bench-Bar Liaison Committee, a board member of the CCCBA Bankruptcy section, and a member of the Contra Costa Lawyer editorial board. She regularly speaks on bankruptcy issues.*

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Getting to "Maybe?"

Student Loan Bankruptcy Discharge Under the Department of Education's New Guidelines

by Carl Gustafson

"Sorry, bankruptcy can't discharge student loans." Have you said that before? Although legally wrong, that answer was practically correct in most cases. Bankruptcy student loan discharge involves the plaintiff paying a lawyer to prosecute a federal lawsuit proving the plaintiff lacks the money to repay student loans.

On the defense side, the student loan creditors fought every student loan complaint as if failure would burst the dam on $1.75 trillion of outstanding student loans.[1] The power differential between broke debtor plaintiffs and motivated, expert defendants led to the practically, although not legally, correct statement that student loans can't be discharged in bankruptcy.

The *Brunner* Test

In order to discharge student loans in bankruptcy, a debtor must prove "that being forced to repay the student loans would cause an undue hardship on the debtor and the debtor's dependents." (11 USC §523(a)(8).) The Ninth Circuit follows the *Brunner* test. It requires that a plaintiff prove: (1) an inability to maintain a "minimal" standard of living if forced to repay the loans, (2) which is likely to last for many years and (3) good faith efforts to repay the loans.[2] Through *Brunner*, an undue hardship discharge became a foreboding crag surrounded by a deadly wasteland populated by orcs. Not many little people reached the summit.

What Changed

In November 2022, the Department of Justice (DOJ) defined what it believes undue hardship means for most of the federal student loan portfolio.[3] The DOJ created presumptions that certain facts would satisfy each of the three prongs of the *Brunner* test and it created a more streamlined pathway to summary discharge of student loan debt. The new guidance will reduce the uncertainty and the cost of pursuing discharge.

What Did Not Change

The new guidance did not change the need to sue the Department of Education through a bankruptcy case and to obtain a bankruptcy discharge. A borrower still needs to prove undue hardship. The guidelines also only affect federal loans owned by direct loan servicing. This excludes HEAL, FFELP and Perkins

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Getting to Maybe

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loans. Some student loan borrowers can consolidate these loans as direct loans in order to get them to qualify. Also note that the new guidelines only apply to cases that were pending or filed after the guidelines were released on November 17, 2022. Private or state student loans are unchanged.

"Can I discharge my student loan in bankruptcy?"

The answer is no longer "probably not," it is "maybe! Let's see!" The new DOJ guidance gives enough information to predict which cases will qualify for a stipulated discharge. Some highlights of the new guidance are explored below. This article does not intend to be a comprehensive review nor to substitute for a study of the guidance.

Minimum Standard of Living

The first prong of the test evaluates the debtor's income. Income is demonstrated by the most recently filed tax return or by other evidence if the borrower's income has changed since then. On the expense side, the DOJ compares the borrower's budget to the IRS Collection Financial Standards. The DOJ will allow any expense up to the IRS standard while expenses that exceed the standard can be supported by evidence. This review is more generous in certain ways than the way the bankruptcy means test operates and it is much more generous than some that compared income to the poverty level.[4] In effect, the *Brunner* minimum standard of living has been replaced with an "average" standard of living test.

Duration of Hardship

A debtor-borrower will create a presumption that the hardship will last sufficiently long with a showing of any of the following: (1) the debtor is age 65 or older; (2) the debtor has a disability or chronic injury impacting their income potential; (3) the debtor has been unemployed for at least five of the last ten years; (4) the debtor has failed to obtain the degree for which the loan was procured; and (5) the loan has been in payment status other than "in-school" for at least ten years.[5] Even lacking evidence of a presumption above, the borrower may be able to show evidence of duration, especially where the school has closed down or with a history of low wages despite efforts to improve salary.

Good Faith Efforts to Repay

The good faith standard is wide open and will consider any of the following as evidence of good faith: "making a payment; applying for a deferment or forbearance (other

than in-school or grace period deferments); applying for an IDRP plan; applying for a federal consolidation loan; responding to outreach from a servicer or collector; engaging meaningfully with [Department of] Education or their loan servicer… or engaging meaningfully with a third party they believed would assist them in managing their student loan debt."[6] So basically, any sign of being a responsible, or at least responsive, borrower will weigh in the borrower's favor.

Consideration of Assets and California Exemptions

The borrower's assets can be reviewed when considering a borrower's ability to repay student loans, but "liquidating a primary residence or retirement account is an extreme measure and… should be exceptionally rare."[7] Further, the DOJ is warned to be careful in considering property that is exempt under bankruptcy law. California has some of the most generous bankruptcy exemptions in the country.

The Attestation

The borrower must seek a determination of dischargeability by filing an adversary proceeding within the bankruptcy case.[8] When the Department of Education makes an appearance, the borrower may submit to the DOJ an attestation that shows that the borrower qualifies under each of the *Brunner* elements. The attestation is accompanied by certain minimal evidence.

Stipulation of Undue Hardship

Where the DOJ agrees that the borrower has qualified under each element of the *Brunner* test, the DOJ will prepare a stipulation that in the opinion of the parties undue hardship exists and the subject debts should be discharged. The court then must exercise its independent review under *Espinosa* before entering an order on the stipulation.[9]

Of course, the guidance is not law and neither the court nor the DOJ are bound by it. Also, a borrower can still prevail where it does not meet the DOJ's presumptions, but the borrower is likely to have to take the long road through litigation if the borrower fails to establish the presumptions necessary under the guidance. The DOJ may agree to stipulate to one or two of the *Brunner* elements that are supported by the attestation and proceed with litigation on the remaining elements. Also unknown is the extent to which the DOJ's presumptions will inform the judgment of a trier of facts even where the guidance does not directly apply.

Discharge In Whole or In Part

The guidance allows the DOJ to recognize cases in which a borrower can afford to repay part but not all of the outstanding student loans "[w]here appropriate and permissible under governing case law."[10] The law of the Ninth Circuit provides that "a bankruptcy court may exercise its equitable authority to partially discharge student debt under the Bankruptcy Code."[11] So a borrower can find success in litigating to reduce a student loan to an affordable amount and term. Although the terms of partial repayment have not been fleshed out, the guidance refers elsewhere to a standard repayment plan for its evaluation which has a 10-year term.[12]

In October 2023, payments on $1.6 trillion in federal student loans recommence. Can student loan borrowers survive? With the beam of light shining from the DOJ's new guidance, the answer is… "Maybe!"

1. https://www.forbes.com/advisor/student-loans/average-student-loan-debt-statistics/ last checked 7/15/23

2. *Brunner v. New York State Higher Educ. Services*, 831 F. 2d 395, 396 (2nd Cir. 1987).

3. *Guidance for Department Attorneys Regarding Bankruptcy Discharge* https://www.justice.gov/civil/page/file/1552681/download last checked 7/15/23

4. For example, *In re Nys*, 308 BR 436 (9th Cir. BAP, 2004)

5. *Guidance* at 9

6. *Id.* at 10

7. *Id.* at 14

8. FRBP 7001(6)

9. *United Student Aid Funds, Inc. v. Espinosa*, 559 US 260 (2010)

10. *Guidance* at 14

11. *In re Saxman*, 325 F. 3d 1168, 1175 (9th Cir. 2003).

12. *Guidance* at fn. 10

Carl R. Gustafson *is a partner at Lincoln Law, LLP. Born, raised and educated locally, he is a certified specialist in bankruptcy and has been practicing in consumer and small business bankruptcy for the last 15 years.*

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Pursuing COVID-19 Rental Debt in Small Claims Court

Is it Worth it?

by Marie G. Quashnock, Alvis Quashnock and Associates, LLP

During the coronavirus pandemic, landlords found themselves unable to evict tenants for non-payment of rent because of statewide and local emergency ordinances that prohibited all evictions. During this early period in the pandemic, landlords considered other ways to collect unpaid rental debt, such as filing a small claims or regular civil action against their tenant. Just when some landlords started filing such actions, in August 2020, California lawmakers enacted the COVID-19 Tenant Relief Act (AB 3088 - sometimes referred to as CTRA), which imposed significant eviction protections and temporarily prohibited rental property owners from filing of small claims and ordinary civil actions to collect COVID-19 rental debt.

In 2021, the California Legislature enacted (through SB91 and later AB 832) the state's rental assistance program and changed unlawful detainer procedures to require

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Pursuing COVID-19 Rental Debt

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that landlords who seek to evict for non-payment of rent first apply for rental assistance. The law also extended the prohibition for filing of small claims and ordinary civil actions to collect COVID-19 rental debt (which is defined as debt that became due March 1, 2020 through September 30, 2021) until November 1, 2021. (Code Civ. Proc. § 116.223.) This new statute expanded the small claims court's jurisdiction to hear actions to collect COVID-19 rental debt after November 2021, by increasing the $5,000 upper limit for business entities and $10,000 upper limit for individuals by permitting them to file a claim seeking COVID-19 rental debt regardless of the amount sought. The statute also allows a person to file a claim to collect COVID-19 rental debt even if the landlord previously brought two cases seeking more than $2,500 in the past year. (Code Civ. Proc. §116.223.)

A mandatory Judicial Council Form, SC-500, was created specifically for the purpose of recovering COVID-19 rental debt from a tenant. SC-500 requires landlords to make specific allegations regarding rental assistance in the complaint. Prior to entry of a money judgment in the landlord's favor, the landlord is required to verify both of the following under penalty of perjury: (1) the landlord has not received rental assistance or other financial compensation from any other source corresponding to the amount claimed; and (2) the landlord does not have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount claimed. If the landlord did not cooperate with the rental assistance program, the small claims court is authorized to reduce damages if the following conditions are met: (1) the landlord refused to obtain rental assistance from the state rental assistance program; (2) the tenant met the eligibility requirements for rental assistance; and (3) funding was available. (Code Civ. Proc. § 871.10.)

Whether this expanded small claims procedure offers a practical alternative to landlords seeking to recover COVID-19 rental debt remains to be seen. There are some pros to using small claims court. In Contra Costa County, the commissioners who hear small claims cases also hear unlawful detainer cases, so they are familiar with these actions. The proceedings will also move at a faster pace than in the limited and unlimited civil divisions. However, the landlord still needs to provide evidence about rental relief efforts. Unfortunately for some landlords, the state rental assistance program was plagued with glitches,

complications and inefficiencies that resulted in stalled applications, tenants unable or unwilling to participate, and applications that simply "fell through the cracks" for one reason or another. Other landlords who managed to receive some rental assistance, were subsequently denied if their tenants had already received the maximum available benefit. A landlord who wants to take advantage of the discovery allowed in limited and unlimited civil may choose to file a COVID-19 rental debt case there. However, Code Civ. Proc. § 871.11 caps recovery of attorney's fees in typical cases at $500 for uncontested matters and $1,000 for contested matters, so a landlord may end up paying out of pocket for attorney's fees.

In Contra Costa County, the commissioners who hear small claims cases also hear unlawful detainer cases, so they are familiar with these actions. The proceedings will also move at a faster pace than in the limited and unlimited civil divisions.

Even with the expansion of small claims jurisdiction for COVID-19 rental debt, landlords often are unable to enforce a judgment. The same holds true for judgments for past due rent obtained in a regular unlawful detainer action. It is worth mentioning that AB 832 imposed a permanent prohibition, starting October 1, 2021, on the sale or assignment of any unpaid COVID-19 rental debt if the tenant or former tenant "would have qualified for rental assistance funding" and the "person's household income is at or below 80 percent of the area median income for the 2020 or 2021 calendar year." (Civ. Code §1788.66.) This prohibition applies irrespective of whether the tenant still lives at the property or provided a Declaration of COVID-19 Related Financial Distress. Also, on September 29, 2022 Governor Gavin Newsom signed SB 1477 into law that will limit the use of wage garnishment in the collection of unpaid rent and other debts. The law, which takes effect September 1, 2023, will further limit a landlord's ability to enforce a small claims judgment for COVID-19 rental debt. SB 1477 modifies existing wage garnishment formulas to allow debtors to protect a larger amount of their paycheck from garnishment. Counsel who regularly advise landlords should discuss the foregoing considerations with their clients before filing a small claims court action for COVID-19 rental debt.

After over 30 years in private practice, ***Marie Quashnock*** *has developed extensive experience representing individuals, startups, businesses, and public entities across a multitude of industries. In her transactional experience, Marie has advised real estate clients on a wide range of transactions including sales contracts, lease arrangements and debt and equity financing. Marie also developed a specialty in intellectual property law, having prosecuted hundreds of trademark registrations with the U.S. Patent and Trademark Office on behalf of her clients. Marie also possesses broad civil litigation experience in a variety of areas, focusing primarily on real estate and business litigation. Marie was named a Super Lawyer by Northern California Super Lawyer Magazine for two consecutive years, 2009 and 2010. Marie is a current board member of the CCCBA Real Estate Section. Marie has been a partner at Alvis Quashnock and Associates in Brentwood since March 2013.*

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"I Am an Attorney and a Debt Collector and Any Information Obtained Will be Used for That Purpose"

by Aimee Morris

Previously, when demanding money from consumers and proceeding with litigation, I only needed to admonish a consumer when I corresponded with them, verbally or in writing, giving them the warning that is the title of this article. Both California and Federal Fair Debt Collection Practices Acts ("FDCPA") governed my actions. Then, Governor Newsom contended that FDCPA laws were simply not enough to protect consumers.

Now Attorneys Need an Additional License to be Debt Collectors

Senate Bill No. 908 came into effect on January 1, 2022. This bill protects consumers from financial predators and abusive business practices, but includes attorneys under the definition of debt collectors. "[A]ny person who, in the ordinary course of business, regularly, on the person's own behalf or on behalf of others, engages in debt collection…" must now become licensed as a debt collector, including attorneys who regularly collect their clients' consumer debts by litigating.[1] Some persons are exempt from being debt collectors, but attorneys are not part of that group.[2]

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Debt Collector

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So, after attorneys pass their bar exam and their professional responsibility exam, even after their moral character has been reviewed, attorneys are not exempt. Mandatory ethics classes and the plethora of lawsuits brought against attorneys for violations of both the Federal and State FDCPA, with their attendant one-sided attorney fee awards in favor of consumers, were apparently not sufficient to protect California consumers. Now, attorneys who regularly sue on behalf of their clients for consumer debts, must also become licensed debt collectors through the Nationwide Multistate Licensing System & Registry (NMLS).

This licensing process starts with completing applications for both the attorney's business and each branch office. If the law firm has multiple offices, each branch involved in debt collection must also be licensed with NMLS. A bond must be purchased, the attorney debt collector must be fingerprinted (again), undergo credit checks, and finally have a debt collector license approved by the California Department of Financial Protection & Innovation (DFPI). Attorneys may continue to sue consumers while their debt collection application is pending. A license check may be performed to see if a debt collector is licensed at this website.[3]

It took countless hours to file an application with NMLS, including hours of discussions and emails with the NMLS and DFPI representatives. This attorney paid $530 to NMLS thus far to process the application and, over a year and a half later, no debt collector license has been issued. Note, a yearly bond in the amount of $25,000 must also be purchased with an approximate cost of $288 each year.

Some law firms have stopped pursuing consumer debtors for money owed on consumer debts in order to avoid licensure as a debt collector. Remember, attorneys who regularly call, write demand letters, or even sue consumers for their personal debts must apply with NMLS to become licensed as debt collectors. Might this definition include you?

Debt Collector Attorneys also Need to Take Heed of Ever-Changing Laws

On January 1, 2023, new laws came into effect regarding post-judgment collection of consumer debts. Code of Civil Procedure §685.010 now lowers the post-judgment interest a creditor can collect on medical debt under $200,000 and certain personal debts under $50,000 to five percent per annum. Judgments against these consumer debtors may be renewed only once, and then only for a single 5-year renewal period.[4] Previously, there was no limit to the number of times that a judgment against a consumer could be renewed.

Other laws have been added or changed in recent years to allow debtors more time to respond to renewals of judgments, requests for wage garnishments, and requests for bank levies.[5] In particular, CCP §683.170 gives judgment debtors another chance to move to vacate a judgment due to ineffective service of process of the initial summons and complaint. This gives them another bite at the apple that had long since expired under CCP §473.5 and 473(d). However, the time for creditors' attorneys to respond to requests for exemptions has largely remained the same. An exception is CCP §703.550 dealing with bank levies, which extended the 10-day limit to respond to a debtor's claim to exemption to 15 days, with an additional five days if the claim is served via mail. Note, this extension was not included in the wage garnishment statutes, which remain at 10 days. Sheriffs have been quick to return funds to employers when the 10-day limit to respond runs, so time is of the essence.

There is no doubt that debt collection practice has hurdles on top of hurdles. How many times has a client achieved a judgment after a hard-fought trial, but the attorney is unable to collect on that judgment for various reasons? The ultimate reward comes when an attorney is not only able to obtain a judgment for their client, but also collect on that judgment.

1. Cal. Fin. Code § 100002(j); see also Civ. Code § 1788.50.

2. Fin. Code § 100001(b)(1), (2).

3. https://dfpi.ca.gov/debt-collection-license/debt-collectors/.

4. CCP § 683.120.

5. CCP §§ 683.170(b), 703.550, and 706.105.

***Aimee Morris** has been an attorney and a debt collector since she began lawyering over 30 years ago. Aimee is an avid bridge player who practices collection law whenever she is not playing bridge. Bridge is a card game just as potentially rewarding (or frustrating) as golf. Aimee attended St. John's College, a small liberal arts college in Santa Fe, New Mexico, then attended law school at the University of San Diego. Aimee often works with MCT Group, a collection agency, and helps MCT Group collect on judgments.*

Can't Touch This

By Corrine Bielejeski

One of our area's most famous bankruptcy filers sang that line over thirty years ago, and it is even more true today.[1] Legislation over the last few years has greatly increased the dollar amount debtors can protect from judgment creditors. Some of these changes occurred in the middle of the pandemic, so many creditors may be unaware of the new rules until they begin collections.

Homestead

A debtor can protect the equity in their home by exempting it under California Code of Civil Procedure (CCP).[2] The exemption for a family home was increased to $45,000 in the late 1980's, moved to $75,000 by the late 1990's, and was up to $100,000 in 2010. Unlike many other state exemptions, the homestead was not indexed to inflation. That changed when AB 1885 went into effect on January 1, 2021. The minimum homestead is now $300,000. If the median sales price for a single-family home in your county exceeded that last year, you can exempt the median sales price instead, capped at $600,000. Both figures are adjusted annually. While there is some disagreement on the exact figure, most attorneys agree that a Contra Costa County homeowner can claim at least a $675,000 homestead this year. That is a lot more than the $100,000 they could protect a few years ago. This homestead is automatic, meaning a homeowner does not need to file anything with the county recorder's office in order to later claim the exemption. However, the automatic homestead does not prevent a creditor from placing a lien against real estate. If a homeowner does want to prevent a creditor from placing a lien against their residence, they can file a homestead declaration and bar a creditor from attaching a lien against the property unless the equity in the property exceeds the homestead amount.[3] Debtors who hope to use this provision to protect their home in a bankruptcy case will need to jump through a few additional hoops, including length of homeownership.

Bank Accounts

A bank used to take all the funds in the account when responding to a bank levy. A debtor could file a claim of exemption, but the process could take multiple weeks before the funds were returned. Now, under the CCP, a minimum amount in the account is protected "without making a claim."[5] This rule went into effect on September 1, 2020, so it's no wonder that some banks and credit unions were still unaware of the rule as recently as last year. Now the financial institution must leave roughly $2,000 in the account. This figure adjusts annually in July.

In addition to the automatic exemption above, a debtor can claim a new exemption pursuant to the CCP to protect funds "to the extent necessary for the support of the judgment debtor," their spouse, and their dependents.[6] This code section does not have a minimum or maximum dollar amount listed. The statute is still too new to have much case law on point, but this will likely be a case-by-case determination based on the debtor's income, expenses, and other assets.

Wage Garnishments

A wage garnishment – officially called an Earnings Withholding

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Can't Touch This

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Order – is a common way of collecting on a debt. Instead of a one-time pull against a bank account, a debtor's employer deducts funds from the debtor's wages until the debt is paid in full. How much a creditor receives is based on a formula from the CCP[7] This formula provides that the levy is the lesser of 25% of post-tax wages or 50% of the amount that the post-tax wages exceed 40 times minimum wage. You do not need to memorize this as the court provides a calculator for employers.[8] High-income debtors generally pay the 25% figure, while low-income debtors pay a lower percentage or nothing. Effective September 1, 2023, SB 1477 reduced the withholding from 25% of post-tax wages to 20% of post-tax wages. The low-income multiplier is also reduced to 40% of the amount that post-tax wages exceed 48 times minimum wage.

For example, a debtor earning $100,000 per year may pay $3,000 per year less in garnishments now. A debtor earning minimum wage may now pay little or nothing, depending on their tax withholding. In addition, the CCP still allows debtors to exempt wages that are "necessary for the support of the judgment debtor or the judgment debtor's family."[9] The result is more money for debtors and less for creditors.

Loss of Exemption

In addition to the above exemptions, debtors may exempt jewelry, vehicles, and other items, although the exemption amount is often capped. Sometimes a defendant will transfer an asset out of their name during a pending lawsuit in a misguided attempt to protect it from the plaintiff if they lose. This is akin to pulling the Go to Jail card in Monopoly. "Go directly to jail. Do not pass Go. Do not collect $200." The Uniform Voidable Transactions Act allows a creditor to undo a transfer made while the debtor was insolvent or which made the debtor insolvent.[10] By transferring the asset, a debtor loses their ability to exempt it. If a creditor successfully voids the transaction, the creditor may get the asset itself or the value of the asset. For example, if an insolvent debtor gifts his car to his daughter, a judgment creditor may be able to take the car from the daughter. Neither the debtor nor his daughter are allowed to protect it.

Practice Pointers

If you represent a debtor, go through their present assets as well as their financial transactions for at least the last year. Dates matter. If you represent a creditor, pull the most recent EJ-156 and doublecheck all the dates to see if an adjustment is coming. Compare that with the debtor's financial disclosures and your asset searches. You do not want to waste attorney time and pay sheriff's fees if your client will nott ultimately be able to collect.

While California's exemptions have definitely increased, there are still many assets like vehicles that may not be fully protected. Both sides should identify what income or assets are at risk and use that in their settlement negotiations.

[1] *Stanley Burrell, better known by mots as MC Hammer, filed bankruptcy in the Northern District of California in 1996. His hits include "U Can't Touch This" and "2 Legit 2 Quit."*

[2] *Cal. Civ. Proc. Code §704.730*

[3] *CCP §§704.920, 704.950*

[4] *11 U.S.C. §§522(p), (q).*

[5] *CCP §704.220*

[6] *CCP §704.225*

[7] *CCP §706.050*

[8] *https://www.courts.ca.gov/34894.htm*

[9] *CCP §706.051*

[10] *Cal. Civ. Code §§3439-3439.14*

Corrine Bielejeski *owns East Bay Bankruptcy Law & Financial Planning in Brentwood, California. She served as law clerk to the Hon. Edward D. Jellen (ret.) in the Oakland Bankruptcy Court before entering private practice. She is a CEB update author and regularly speaks on bankruptcy issues.*

Subchapter V: The Streamlined Bankruptcy Reorganization for Small Businesses

By David Arietta

The Small Business Reorganization Act of 2019 ("SBRA")[1] became effective February 19, 2020, and its goal was to streamline the Chapter 11 process and reduce the costs for those debtors that qualify. A Chapter 11 filing provides financially distressed small businesses with the opportunity to reorganize their financial affairs while continuing their business operations. The aim is to emerge financially stronger with less debt load. The enactment of SBRA was well-timed for distressed businesses hit hard by the COVID pandemic and the resulting shelter-in-place orders. Even now, small businesses are still facing cash flow issues due to the lasting financial impacts of the pandemic and the recent economic downturn. Instead of closing their business, owners can utilize SBRA and opt to restructure their debts over time.

Traditional Chapter 11

As a little background, a traditional Chapter 11 is still available for individual sole proprietors and corporations. A bankruptcy debtor can make the election whether to go the traditional route or elect Subchapter V on the initial filed petition. Traditional Chapter 11 has various requirements and timelines such as the possible need to obtain immediate orders upon filing to continue operations and to allow the use of a bank's cash collateral. The Chapter 11 debtor must then make decisions on assuming or rejecting leases, file monthly operating reports, and be transparent about its finances to both the court and creditors. After operating for several months and hopefully stabilizing cash flow, the Chapter 11 debtor then files a disclosure statement and a plan of reorganization. The disclosure statement is sort of like a prospectus, which details the various classes of creditors and how they will get paid along with substantial analysis of the company's ability to fund its plan of reorganization and make payments over time.

Continued on page 20

Subchapter V Bankruptcy Reorganization for Small Businesses

Continued from page 19

As part of the process, the company must solicit votes from creditors including getting one impaired class to vote in favor of the plan. The final hurdle is to get the bankruptcy court to confirm the chapter 11 plan after a hearing.

The problem with the traditional Chapter 11 process is that the entire process can last well over a year and cost thousands of dollars each month in administrative costs. Objecting creditors and other interested parties can easily complicate the entire process. The delays, risks and costs are sometimes too much for small businesses to handle.

Subchapter V

A "small business debtor" is currently defined as one that has aggregate, noncontingent, liquidated, secured and unsecured debts of no more than $7,500,000.[2] To be an eligible small business debtor, SBRA requires at least 50% of the small business debtor's debts to have arisen from commercial or business activities.

SBRA has a streamlined plan confirmation process that is designed to promote consensual resolution of creditor claims and conserve administrative costs. Here are some of the new features of SBRA that aim to reduce the time and costs to be in Chapter 11:

- A mandatory status conference before the bankruptcy judge that will occur no later than 60 days after the case is filed. Debtor must file a pre-conference status report at least 14 days before status conference. The report will detail the "efforts the debtor has undertaken and will undertake to attain a consensual plan of reorganization."[3]
- A standing Subchapter V trustee is appointed.[4] The trustee serves until substantial consummation of the plan, which is usually one month after plan confirmation if confirmation is consensual. Consensual means that all of the eligible classes of creditors voted in favor of the plan. If confirmation is non-consensual then the trustee will serve until completion of payments under the confirmed plan. In the non-consensual scenario, the trustee will make all payments to creditors under the confirmed plan. During the case the trustee will appear at the mandatory status conference, monitor the progress of the case, facilitate the development of a consensual plan of reorganization, and perform general duties like a Chapter 13 trustee.
- Only a debtor will be able to file a plan and the plan must be filed no more than 90 days after the entry of order for relief.[5] Extensions of time are hard to obtain. The debtor no longer needs to file a separate disclosure statement.
- No consenting impaired class is needed for confirmation so long as certain requirements are met and the plan does not discriminate unfairly and is fair and equitable as to each impaired, non-consenting class. A plan is "fair and equitable" as long as it meets certain requirements, including providing for application of all of the debtor's projected disposable income for at least three years beginning on the date the first plan payment is due and the debtor will be able to make all plan payments.[6]

From a debtor attorney's perspective, SBRA has set up an accelerated system that can facilitate a relatively quick Chapter 11 case. The key is preparation going into the filing and then speed once the case is filed. The longer the case festers under an unconfirmed plan, the more risk that the business will not make it out of Chapter 11. Having a knowledgeable and experienced Subchapter V trustee and getting that trustee on board with the proposed plan can be of immense benefit to the success of the case. The trustee is there to facilitate confirmation of the plan. Both creditors and judges will want to hear what the trustee has to say on certain issues as the case progresses and especially on confirmation of the plan. Another benefit is that the Northern District of California bankruptcy courts allow for the use of a form Subchapter V plan. The form plan eliminates the time and cost of having to custom draft a disclosure statement and then the accompanying plan. SBRA has also eliminated the need to get consenting impaired class which by itself used to be the death knell for a lot of small businesses having only a few problematic large creditors.

Overall, SBRA can be a blessing for certain situations. Fundamentally, the business must have enough cash flow to sustain its operations and meet its obligations under the Chapter 11 plan. Proper record-keeping and procedures must be in place. The business owner also must have the time and energy to take on the filing. With the right planning, SBRA is a great option that small businesses should look into to get back on track.

1. 11 U.S.C. Section 1181 et seq.

2. 11 U.S.C. Section 1182(1(B)

3. 11 U.S.C. Section 1188(c)

4. 11 U.S.C. Section 1183

5. 11 U.S.C. Section 1189

6. 11 U.S.C. Section 1191(c)

David A. Arietta, Esq. *is certified as a specialist in Bankruptcy Law by the State Bar of California Board of Legal Specialization. He has had his own practice in Walnut Creek since 1999. He represents consumers and businesses filing for bankruptcy relief in Chapters 7, 11, and 13.*

Contra Costa County Bar Association

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MCLE SELF STUDY

MCLE SELF STUDY

Practical Considerations for Attorneys to Ensure Your Client Pays Your Fees

By Lorraine M. Walsh

After spending countless hours, months and even years working on a case, the last thing you want to worry about is not getting paid. You also don't want to risk State Bar discipline for violating ethical rules in making inappropriate financial arrangements with clients. In addition, you don't want to draw a complaint for legal malpractice in response to your collection efforts.

A carefully drafted attorney fee agreement, adherence to ethical billing practices and clear communication with your client will help avoid these problems and ensure that your client pays your fees.

Rules for Fee Agreements

Your fee agreement is a contract, and California Business & Professions Code Section 6148 governs its contents. Under Section 6148(a) attorneys must have a written and fully executed fee agreement anytime it is "reasonably foreseeable" that the cost to the client will exceed $1,000. Although the statute does not mandate that all fee agreements be in writing (there are exceptions listed in subdivision (d)(1-4)), the best practice is to obtain a written agreement to avoid future disputes. Section 6148(a)(1) also requires the agreement explain "the basis of compensation." This means you must state the applicable fee, which includes whether it is a contingent fee, hourly rate fee, fixed fee, statutory fee or any other expense the client will be expected to pay. Sample fee agreements prepared by the 16-attorney-member State Bar Arbitration committee can be found on the State Bar website for your use.

Rules for Your Bills

Business & Professions Code Section

Continued on page 25

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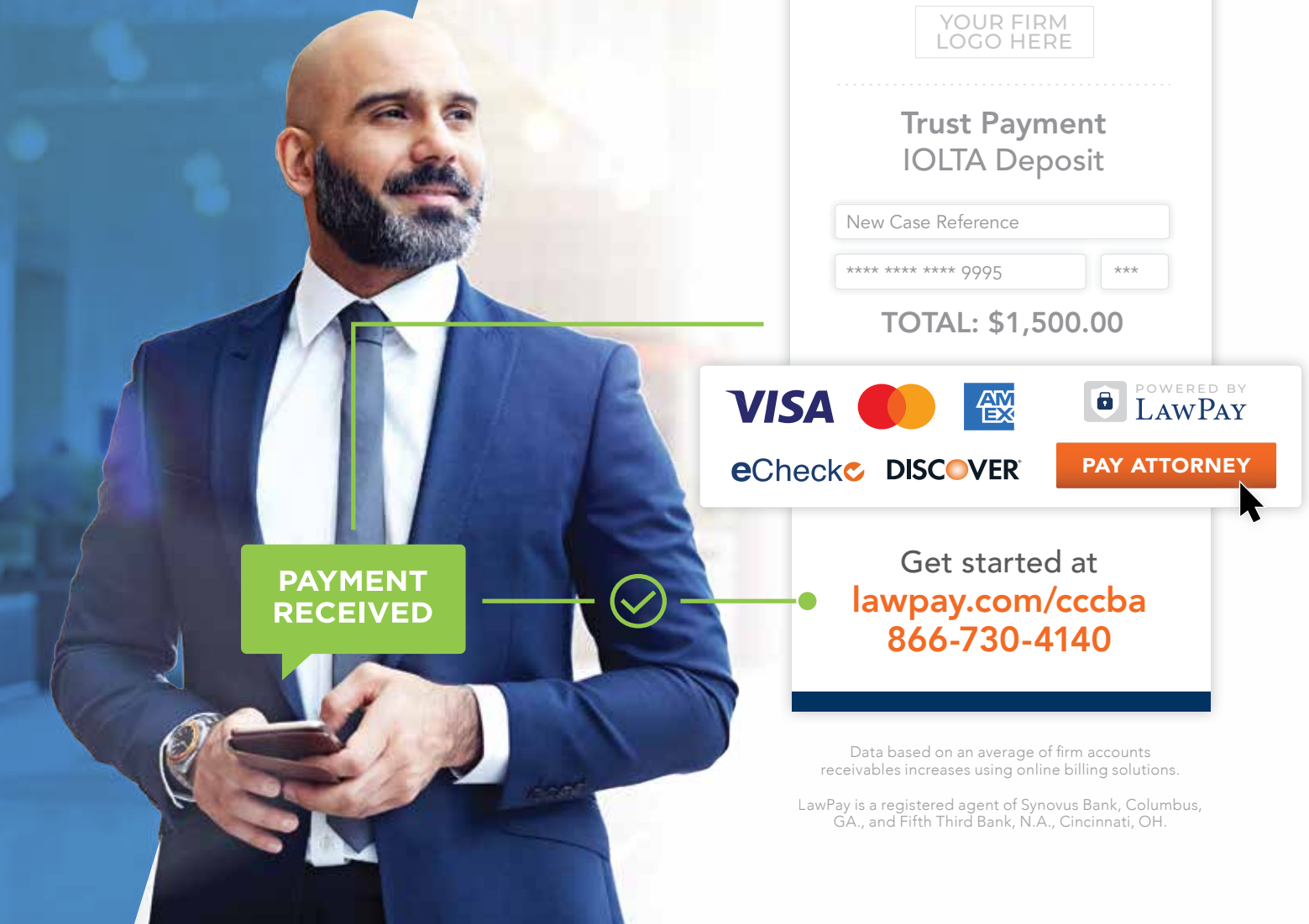

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Ensure Your Client Pays Your Fees

Continued from page 23

6148(b) provides that if the services provided are more than $1,000, you must send your client a bill, which shall clearly state "the basis thereof." This means bills for the fee portion shall include the amount, rates, basis for calculation, or "other method of determination of the attorneys fees and costs." Failure to comply with this statute permits a client to void your fee agreement. Under Section 6148(c) you will only be able to collect a "reasonable attorney fee," which may be significantly less than the rate stated in your fee agreement. Your failure to comply with these statutory billing requirements may also subject you to civil liability (a legal malpractice action) and State Bar discipline. (See *In re Matter of Berg* (1997) 3 Cal. State Bar Reporter 725).

Communicate with your Client About Your Fees

It is difficult for many attorneys to communicate with clients about fee arrangements, especially when the client is late in paying your bills or stops paying. You should set expectations with your client at the beginning of the representation. Prepare a comprehensive budget, update the budget as the matter progresses, obtain client written approval for expenses or extraordinary costs, and avoid overpromising or under delivery of services ("you told me it was a slam dunk case and my fees would be less than $5,000 and now the bill is ten times that amount"). You should also address problems early. Unlike wine, billing issues do not get better with age!

Comply with Mandatory Fee Arbitration Statute Before You Sue your Client

If all your efforts to get paid fail, and you decide to sue your client to collect your unpaid fees and costs, remember, pursuant to Business and Professions Code Section 6201, you must send your client the State Bar form "Notice of Client's Right to Fee Arbitration." The Contra Costa County Bar Association no longer administers a local program, so you can participate under the State Bar's program. All forms and numerous advisories that discuss and analyze issues which arise in fee arbitration can be found on the State Bar's website.

You may also consider the statute of limitations for legal malpractice actions codified in Code of Civil Procedure Section 340.6 in deciding whether or not to sue your client for unpaid fees and costs. It is common for a client who is sued for fees to file a cross-complaint for legal malpractice alleging the reason fees were not paid was because the attorney committed an error in the representation or had an impermissible conflict of interest. Failing to provide the required Notice is grounds to dismiss the lawsuit. There is also a tolling provision in Code of Civil Procedure Section 340.6(a)(5) that applies if you are participating in mandatory fee arbitration. Under this provision, the statute is tolled where there is a pending fee arbitration.

Statistics that the State Bar Mandatory Fee Arbitration Committee maintains about the outcomes of fee arbitration show the program has a very high rate of success. In the vast majority of cases, the attorney and client were satisfied with the arbitrator's award and did not file a request for "trial de novo" in Superior Court and reject the award. Finally, if you obtain a fee arbitration award and it is not rejected, remember to file a petition to confirm the award as a Judgment judgment, so you can proceed to collect the judgment.

The time you take at the beginning of the representation to prepare a compliant fee agreement and adhere to all billing requirements will help you get paid. It will also prevent your client from electing to void your fee agreement to reduce or stop you from recovering your hard-earned fee.

Lorraine M. Walsh *is an attorney who has practiced law in California for 38 years and maintains her office in Walnut Creek. She is a State Bar Certified Specialist in Legal Malpractice Law and handles controversies involving attorneys and clients. She is the former Chair of the State Bar Mandatory Fee Arbitration Committee and current Chair of the newly formed CCCBA Senior Section. She has served as a Judge Pro Tem in Contra Costa County Superior Court since 1997.*

MCLE Self Study

Earn one hour of General MCLE credit by answering the questions on the Self Study MCLE test available online at www.cccba.org/cclawyer-magazine/

Send your answers along with a check ($30 per credit hour for CCCBA members/ $45 per credit hour for non-members), to the address on the test form. Certificates are processed within two weeks of receipt. If you prefer to receive the test form via email, contact Anne K. Wolf at awolf@cccba.org or (925) 370-2540.

Contra Costa County Bar Association

The Bar Fund Benefit 2023

Thursday, September 28, 2023
5:30 pm - 7:30 pm
Lafayette Veterans Memorial Center

Benefitting

STAND!
For Families Free of Violence

STAND! For Families Free of Violence is a catalyst for breaking the multi-generational cycle of violence, promoting safe and strong relationships, and rebuilding lives.

As the only comprehensive domestic violence services agency in Contra Costa County, STAND! assists more than 10,000 clients annually by providing 24/7/365 comprehensive prevention, intervention, and treatment services to ALL portions of the family, however defined, including separate services for those who use harm – all toward ending the cycle of family violence.

The 3rd annual **Justice James J. Marchiano Distinguished Service Award** will be presented at this event.

Tickets available at www.cccba.org/attorney-events
Judges, Public attorneys, Barristers $65
Non profit attorneys and legal support members $60
Law students $10
CCCBA members $75
Non members $85

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THIRD ANNUAL

The Justice James J. Marchiano DISTINGUISHED SERVICE AWARD

Goes to

Mika Domingo

The CCCBA Pro Bono Committee is pleased to announce that the 2023 Justice James J. Marchiano Distinguished Service Award will be awarded to Mika Domingo.

The committee had so many superlatives to share, we decided to publish parts of their comments here to give you a picture of what we were all thinking. Please mark your calendar now to honor Mika for her pro bono dedication at the BAR FUND Benefit on Thursday, September 28 (see details on the preceeding page).

"[Mika] has a demonstrated history, and passion for, service – while also running her own highly successful law firm. She has an amazing attitude and seemingly unlimited energy."
— James Wu, CCCBA Past President 2018 and 2019

"Ms. Domingo epitomizes the spirit of the Justice James J. Marchiano Distinguished Service Award because her work supports and encourages other to engage with their community."
— Tracy Hughes, California Women Lawyers Vice President

"[Mika] is compassionate and empathetic and a tireless advocate for persons in need. She has been involved in countless volunteer activities that improve the lives of those in our local community, including mentoring and providing feedback and assistance to high-school students in helping them develop arguments for the Moot Court and Mock Trial competition."
— David Marchiano, Past Chair and current member of the CCCBA Pro Bono Committee

"She understands the importance of collaborative work, lives up to her commitments, and makes sure that different voices are heard, respected, and honored. Through her ceaseless enthusiasm for community service, I believe she exemplifies the attributes of the deeply involved lawyer who volunteers considerable time and effort to the ideals of equal justice."
— Ana M. Storey, Executive Director, Levitt Quinn Family Law Center

Coffee Talk

Coffee Talk is a regular feature of the Contra Costa Lawyer magazine. We ask a short question related to an upcoming theme and responses are then published in the Contra Costa Lawyer magazine.

For this issue of the Contra Costa Lawyer we ask:

"Do you sue your former clients if they have an unpaid bill for legal services?"

For this question, we used an anyonomous poll and received 27 responses:
19 would not/do not sue their clients
7 would or have sued
1 said the question did not apply to them

Thirteen CCCBA members shared further thoughts:

Unfortunately, I have had to on a few matters where the client failed to pay a large bill. Have learned, always get full retainer before trial for any anticipated trial fees and costs.

I work with mostly modest means and low income clients. I do not sue them for unpaid fees. My opinion might change if I was working with people that had higher means.

It is tricky since it can spur clients to countersue with malpractice, or result in bad reviews.

I have never needed to sue a former client for a bill, but if the bill was substantial I would. That said, most attorney malpractice cases are filed after the lawyer has sued the client for unpaid fees.

I suggest that, for most, malpractice insurer requirements for coverage is the primary driver of affirmative and negative responses to this question. I speculate it is also reflected in the size of retainers requested by firms who have malpractice insurance that does not cover client cross-complaints that allege malpractice in attorney collection actions.

I try to never be in a position to have to collect fees by requiring evergreen deposits and in some cases by using a FLARPL. I also will write off fees before suing or sending to collection. It's often less headache, risk and cost to let a bill go than to pursue it. I will also not agree to full scope representation unless I have verified the client will be able to continue to fund the cost of representation for the entirety of the case.

Suing a client for unpaid legal services is a reflection of an attorney's poor law practice management skills.

Generally not worth it. Only did it one time when the client needed emergency assistance and then refused to pay after I jumped through all kinds of hoops to help him. He ended up paying.

Even if the statute of limitations on malpractice has run, I still have never sued a former client for an unpaid bill. In part, shame on me for letting someone get so far behind. But also, regardless of the result, it would be worse to have to spend more time and money chasing someone. Of course, my bills are small in the grand scheme of attorney-bills, so I can survive the occasional dead-beat. It's only happened 4-5 times in 40 years of practice, and each time I argued myself into letting it go. I still feel that was the right choice for me.

One reason why I don't go private, I could never collect unpaid debt from a client.

I would take a class on collecting the unpaid attorney fee orders from the opposing party.

Taking such a step is unfortunate, but there is no doubt the client would pursue its customers who are deadbeats.

I mainly prepare estate plans, and suing to collect a couple thousand in outstanding fees would not be worth the time/effort.

Contra Costa County Bar Association

PROUDLY PRESENTS

RES IPSA JOKUITOR

XXV

THE JOKE SPEAKS FOR ITSELF

KICKOFF FOR FOOD From the BAR 2023

Benefitting the Food Bank of Contra Costa and Solano

Thursday, Sept. 21
Doors open at 6 pm
Show starts at 8 pm

Back Forty Texas BBQ
100 Coggins Drive
Pleasant Hill

Tickets: $100 each
$1,000 for table of ten

BBQ Buffet:
6:30 - 7:30 pm

Bring a can of protein (tuna, peanut butter, chicken) to enter for a chance for valuable prizes!

Benefitting:

FOOD BANK of Contra Costa & Solano

FEATURING

Sue Alfieri's laid-back attitude is just a beard for the silent, but deadly sarcasm she delivers without warning. She's a mom of two, married to a feminist man who cooks, cleans, and grocery shops. She will try anything once, but comedy seems to have stuck.

Johnny Steele, a native of Pittsburg, California, has been a comedian since the mid 1980s. The former host of Live 105 Morning Radio Show and former co-host of KRON/Bay TV's The Show, his informal style and outrageous ad-lib comments keep audiences laughing.

For more information about Comedy Night see www.cccba.org/attorney-events

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2023-09-01

PHOTOS

CCCBA Goes to the Ballpark

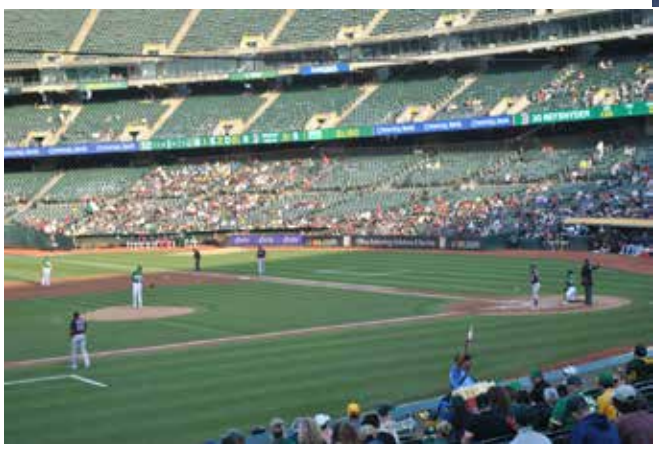
The CCCBA and family and friends enjoyed a beautiful night of baseball on Thursday, July 18, and the A's won!

Right, Dorian Peters with Julie Woods and her husband

Above, Pam Marraccini and Suzanne Boucher

Left, Heidi Coad Hermelin with David Hermelin

We were on the jumbotron! Monique Fuentes, Farrah Hussein, Dorian Peters, Julie Woods, Julie's mother, and husband. (Row behind) Cindy Bilsborough, Andy Wagner and Suzanne Boucher.



Jody Iorns with her daughter Izzy and Izzy's friend Skylar

PHOTOS

Judicial Induction of Hon. Palvir Shoker

Judge Palvir Kaur Shoker is the first Sikh woman to be appointed a judge in California and the second in the United States. She was welcomed to the bench by the Contra Costa County Superior Court (sitting en banc) on Friday July 14, 2023.

Left, Judge Shoker with her parents, Pritpal Singh Shoker and Balvir Kaur Shoker.

Judge Shoker takes the oath of office from Hon. Rebecca Hardie. Judge Shoker's son and daughter witness the occasion.

CCCBA President Elect, David Pearson presented the gavel to Judge Shoker.

Judge Shokere was congratulated by friends at the reception following the investiture.

Left, CCCBA Executive Director Jody Iorns with Judge Shoker and Barbara Suskind.

Dorian Peters, Judge Peter Chang, Judge Joni Hiramoto, Judge Benjamin Reyes II, and Farrah Hussein.

CALENDAR

UPCOMING EVENTS | OVERVIEW

The Contra Costa County Bar Association certifies that the MCLE activities listed on pages 32 and 33 have been approved for the specific MCLE credit indicated, by the State Bar of California, Provider #393.

September 14 | Women's Section

Women's Section Social Hour Del Cielo in Martinez (In Person)

5:30 pm – 7:00 pm | Del Cielo Brewing Co., 701 Escobar St., A, Martinez | No host social hour, light appetizers provided

September 15 | Real Estate Section

Recission of Real Property Transactions: Real World Tips and Traps (Webinar)

Speaker: Cary McReynolds | Sean Ponist

8:00 am – 9:30 am | 1.5 hours General MCLE credit | $10 CCCBA members, $25 nonmembers

September 15 | DEI Committee

The Defamation Experience (Zoom Meeting)

Noon - 2:30 pm | 2 hours Elimination of Bias MCLE credit | FREE for all

Presenting Sponsor:
Angela De La Housaye, DLHA Law Group

Sponsors:
ADR Services, Inc. | Candelaria PC | JAMS | M.S. Domingo Law Group, P.C. | Livingston Law Firm

September 16 | Wellness Committee

Let's Do Tai Chi! (In Person)

10:30 am - 12:30 pm | Larkey Park on Larkey Lane between 1st and 2nd Avenues Walnut Creek | Free for all

September 20 | Solo Section

Breakfast with the Solo/Small Firm Section – Brentwood (In Person)

7:30 am – 9:00 am | MJ's Café and Bakery, 655 First St., Brentwood | Free for Solo/Small Firm members, $20 others

September 20 | CCCBA

Solano County and Contra Costa County Bar Associations Mixer (In Person)

5:30 pm - 8:00 pm | Lucca Bar & Grill, 439 1st St., Benicia

September 20 | CCCBA

Comedy Night 2023 - Res Ipsa Jokuitor XXV - A Celebration for Food from the Bar (In-Person)

6:00 pm - 10:00 pm | Back 40 Texas BBQ, 100 Coggins Drive, Pleasant Hill | $100 per person or $1000 for table of 10

Sponsors: CCCBA | Doyle Quane | Hanson Bridgett | Horvitz & Levy, LLP | Miller Starr Regalia

September 28 | CCCBA

CCCBA's 2023 Bar Fund Benefit for STAND! For Families Free of Violence (In Person)

5:30 pm – 7:30 pm | Lafayette Veterans Memorial Center, 3780 Mt. Diablo Blvd., Lafayette | $60 for Legal Support, Non Profit attorneys| $65 for Judges, Public Attorneys, and Barristers | $10 for Law Students | $75 CCCBA members | $85 nonmembers

Sponsored by: Flicker, Kerin Kruger & Bissada

Acuna Regli | Bramson, Plutzik, Mahler & Birkhaeuser | Casper Meadows Schwartz & Cook | Ferber Law | Littler | Miller Starr Regalia | Doyle Quane | Hanson Bridgett | Horovitz & Levy LLP | JAMS | McNamara, Ambacher, Wheeler, Hirsig & Gray, LLP | Nancy A. Gibbons, A Law Corporation | Talbot Law Group, P.C. | Candelaria PC | Leoni Law | McKenna Brink Signorotti | Mendes Law, PC

CCCBA Section Sponsors: Alternative Dispute Resolution | Estate Planning & Probate | Juvenile | Solo /Small Firm Section | Women's Section

See page 26-27 for more info

September 30 | Wellness Committee

Intro to Knitting Class (In Person)

10:00 am – 1:00 pm | CCCBA 1st floor building Conference Room, 2300 Clayton Road, Concord | Please bring materials (For details check www.cccba.org/attorney-events)

For more information on these programs, please contact Anne Wolf, CCCBA Education & Events Director at awolf@cccba.org or (925) 370-2540 or check the

October 3 | CCCBA and Fastcase

Fastcase Training (Webinar)

Speaker: Sam Peacoe

4:30 pm – 5:45 pm | 1 hour General MCLE credit | Free for CCCBA members, $50 nonmembers

October 5 | CCCBA

2023 CCCBA Judges Night: Let's Connect (In Person)

5:00 pm – 7:00 pm | Lemongrass Bistro, 501 Main St., Martinez | Free for Judges, $15 CCCBA members, $50 nonmembers

Sponsored by: ADR Services, Inc. | JAMS

October 6 | DEI Committee

In Conversation with Kendra Muller: Effective Strategies for Litigating Cases Involving Parties with Medical Conditions (Webinar)

Noon – 1:15 pm | 1 hour Elimination of Bias MCLE credit | Free for CCCBA members, $15 nonmembers

Sponsors: ADR Services, Inc. | Candelaria PC | JAMS | MS Domingo Law Group, P.C. | Livingston Law Firm

October 11 | Solo & Senior Sections

Senior and Solo Section Fall Mixer (In Person)

5:00 pm – 7:00 pm | Sauced BBQ & Spirits, 1410 Locust St., Walnut Creek | Free for members of the Solo and Senior Sections, $30 CCCBA members, $45 nonmembers | Sign up by October 4.

October 12 | Women's Section

Women's Section Annual Awards Dinner (Hybrid)

Honoring the Recipients of the Honorable Patricia Herron and the Honorable Ellen James Scholarship, and presenting the 4th Annual Outstanding Woman Lawyer Award (OWL)

Speaker: Cara Houser

5:30 pm - 8:00 pm | La Fontaine, 1375 N Broadway, Walnut Creek | $75 Judges and Barristers, $90 Womens Section members, $100 CCCBA members, $125 nonmembers

Sponsors: ADR Services, Inc. | JAMS

October 18 | Solo/Small Firm Section

Breakfast with the Solo/Small Firm Section in Walnut Creek (In Person)

7:30 am – 9:00 am | Sunrise Bistro & Catering, 1559 Botelho Dr., Walnut Creek | Free for members of the Solo/Small Firm Section, $20 others

October 25 | ADR Section

ADR Section Annual Dinner Biting Your Tongue As Artful Mediation (Hybrid)

Speaker: Rachel Ehrlich - Judicate West

5:30 pm – 7:30 pm | Massimo Ristorante, 1604 Locust St., Walnut Creek |1 hour General MCLE credit | $55 ADR Section members, $75 CCCBA members, $95 nonmembers

October 28 | Wellness Committee

Let's Go to the Dog Park – a Halloween Parade (In Person)

10:00 am - Noon | Hap Magee Ranch Park, 1025 La Gonda Way, Danville | Free

November 3 | CCCBA

MCLE Spectacular - 2023 Refresh & Reimagine (Hybrid)

Keynote Speakers:
Hon. Tani G. Cantil-Sakauye (Ret.) - Chief Justice of the California Supreme Court

Hon. Peter Siggins (Ret.) - Presiding Justice, California Court of Appeal, First Appellate District – Division 3

Tristan Higgins - CEO, Founder & Superhero – Metaclusive LLP

8:00 am – 5:00 pm | New Location: Concord Hilton | Early bird registration opens September 15 | Full-day: $365 members, $465 nonmembers | 6+ hours MCLE credit | 10+ Breakout sessions to choose from

See page 35 for more information.

November 4 | Wellness Committee

Let's Hike the George Miller Trail (In Person)

10:00 am - Noon | Carquinez Scenic Drive, Port Costa Staging Area

FOOD FROM THE BAR 2023
September 25 through October 27
Fundraising Drive

Is your firm particpating?
Learn more!

CLASSIFIEDS

2 OFFICE SPACES AVAILABLE

Where: 3445 Golden Gate Way, Lafayette

Law firm since 1955.

Details: Creekside setting with ample free parking, excellent law library, easy access to intercity jogging trail. Reasonable rent.

Interested? Call Stan Pedder or MacKenzie Bush at (925) 283-6816.

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Did you know that you can run classified ads in Contra Costa Lawyer and also on the CCCBA website? Classified ads run on the CCCBA website for 30 days. Members pay just $75 per month for online classified ads that can include photos or graphics. For information, please contact Carole Lucido, CCCBA Communications Director at (925) 370-2542 or clucido@cccba.org.

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Advertising Opportunities

Contra Costa Lawyer Magazine -

Print and Online

The Contra Costa Lawyer is the official publication of the Contra Costa County Bar Association. It is published every other month for an audience of more than 1,500 attorneys, judges and court officials, law libraries and public officials involved with the administration of justice in Contra Costa County and has a readership of approximately 4,500 online.

Both the print and online editions of Contra Costa Lawyer have won awards of excellence from the National Association of Bar Executives.

Cost effective display and classified advertising opportunities are available in the print magazine. Online ads are available on the CCCBA's website: www.cccba.org.

View and download the complete media kit www.cccba.org/flyer/2023/cccba-adkit-2023.pdf

Contact CCCBA Communications Director Carole Lucido if you have questions, clucido@cccba.org or (925) 370-2542.

Contra Costa County Bar Association

2023 MCLE SPECTACULAR

Friday, November 3, 2023

Refresh & Reimagine

New Location! Concord Hilton

Please join us for our 29th annual MCLE Spectacular with a full day of fabulous MCLE presentations, including three keynotes and a full slate of morning and afternoon breakout sessions:

Breakfast Kick-off

1 hour Legal Ethics MCLE credit

There Ought to be a Rule Against That, Right? A Look at Ethics and the U.S. Supreme Court

The Honorable Peter Siggins (Ret.)

Presiding Justice, California Court of Appeal, First Appellate District – Division Three

Principal, Siggins Informed Resolutions

JAMS Local Solutions. Global Reach.

Luncheon Keynote

1 hour General MCLE credit

Behind The Judicial Curtain and In the Robing Room

The Honorable Tani Cantil-Sakauye (Ret.)

Chief Justice of the California Supreme Court

President & CEO of The Public Policy Institute of California (PPIC)

Neutral, ADR Services, Inc.

ADR SERVICES, INC. Your Partner in Resolution

Afternoon Plenary

1 hour Implicit Bias MCLE credit

Lose the Mask! Put on a Cape! Eradicating Implicit Bias

Tristan Higgins

CEO, Founder & Superhero – Metaclusive LLP

CALIFORNIA BANK OF COMMERCE

Friday, November 3

8:30 am - 5:00 pm
Hilton, Concord

Registration Opens Online September 15

Members $365
Non-members $465

www.cccba.org

Breakout session topics will include:

- A DUI Wet Lab
- Artificial Intelligence
- How to Retire & Close Your Practice
- A Housing Land-Use Update
- Expert Mediation Tips
- Recent California Evidence Cases
- Court Appointed Counsel, Guardians ad Litem and Court Investigators
- Dealing with Business Entities after Death
- And many more...

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Bar Association
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