

# EMPLOYMENT

*Resources & Solutions*





# Law Expands Employment Benefits for the Modern Family

by John A. Cone Jr., Of Counsel & Stephanie M. Stringer, Associate, Hall Huguenin LLP

If anything can be said about the modern workforce, it's that there is nothing "traditional" about it. In 2016, 70.5% of women with children under 18 participated in the labor force. Almost three out of every four mothers juggle board meetings with midnight feedings, soccer practice and homework. Fathers likewise balance competing demands of work and home.

And employers must adapt their policies to accommodate these modern-day superheroes. Previously, new parents who worked for an employer with 50 or more employees within a 75-mile radius were provided with 12 weeks of unpaid, protected leave. However, Governor Brown recently approved the New Parent Leave Act, extending those protections to employees of businesses with as few as 20 employees. The law takes effect on January 1, 2018 and covers employees who:

- ▶ Worked over 12 months at the company;
- ▶ Worked at least 1,250 hours during the prior 12-month period; and
- ▶ Work at a worksite where there are at least 20 employees within a 75-mile radius.

Additionally, an employer cannot refuse to maintain and pay for coverage under a group health plan for an employee who takes this leave.



This change will expand the number of employees who qualify for benefits, and the number of employers who must provide them. So how can an employer comply with this new law?

1. Know whether it applies to you! The protected leave has been extended to worksites with at least 20 employees *within a 75-mile radius*. If you have several locations in a small geographic area, the law may apply to a worksite with fewer than 20 employees.
2. Carefully review and revise your leave policies to comply with these new requirements.
3. Inform your employees about their rights under the New Parent Leave Act by providing a written guarantee of employment in the same or comparable position following the leave.
4. Ensure that no adverse employment action is taken against the employee for exercising these rights.

As the Legislature nurtures the modern family by increasing benefits for the modern employee, it is incumbent on employers to keep pace with these changes.

## John Cone

As Of Counsel to Hall Huguenin LLP, John Cone provides 35 years of labor and employment experience, including litigation, trial work and counseling. Mr. Cone has extensive litigation and counseling experience in employment-related issues, exclusively representing organizations and management in matters concerning wrongful termination, discrimination, sexual harassment, ADA violations, wage and hour claims, prevailing wage matters and Labor Code 132a and S&W claims. Mr. Cone's trial experience includes a substantial number of bench and jury trials in State and Federal court. He has also represented management in administrative actions before the Equal Employment Opportunity Commission, Department of Fair Employment and Housing, the Division of Labor Standards Enforcement and the U.S. Department of Labor. For more information regarding this topic, or labor & employment questions generally, please contact John at 714.918.7000 or [jcone@hhlawyers.com](mailto:jcone@hhlawyers.com).



## Stephanie Stringer

Stephanie Stringer is an associate at Hall Huguenin LLP. Stephanie specializes in defending and counseling employers in all areas of employment-related litigation, including harassment, discrimination, retaliation, wrongful termination, employee discipline, internal investigations, litigation avoidance, wage and hour issues and misappropriation of trade secrets claims. Stephanie's depth of knowledge and experience allow her to provide big-picture advice to her clients, helping minimize costs, avoiding unnecessary conflicts whenever possible, and efficiently resolving disputes when they arise. Recognizing that her clients' needs often extend outside the borders of California, Stephanie has also been admitted to the State Bars of Colorado and Idaho.



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## Shine Like a Video Star

by Kathi Guiney, GPHR, SPHR, SCP, President, YES! Your Human Resources Solution & Jocelyn Schamber, Creative Director, Fuzzy Red Pen Copywriting

Your big promotion is just around the corner – all you must do is impress the interview panel. And they'll be watching your every wiggle and brow wipe through video conference. How should you prepare for your on-screen debut?

1. **Dress to impress.** Wear your "interview best" with a twist: no busy patterns to confuse the camera. And just because you're only visible from the waist up doesn't mean you should rock your Star Wars pajama pants.
2. **Pick your place.** Your interviewers will notice if you're live from the lunch room or your car. Choose an interview space free of noises and echoes, with lighting to showcase your face. Be sure you can speak confidently. No secretive whispers or yelling over children, please!
3. **Stretch your legs.** To convey the most natural body language, stand. Just be sure to remember #1 above!
4. **Check your tech.** Technical troubles can turn your video interview into no interview at all. Test your ability to make and receive calls. Set your camera at eye level so no one is looking up or down your nose.
5. **Lights, camera, action!** It's easy to forget someone is watching you. Leave your phone out of reach – no checking email or texts. Always keep eye contact with the camera and the interviewers' video feed. You'll appear fully engaged and you'll better gauge your interviewers' reactions.



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Video interviews are intimidating. But solid preparation can help you ace this moment. Get ready for your close-up; a star is born!

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## #MeToo – Don't Let it Be You How to Prevent Sexual Harassment in the Workplace

By: Tiffany Brosnan, Partner – Snell & Wilmer



Harvey Weinstein started it and then the floodgates opened. Every day – every hour – new accusers come forward to report harassment by executives, celebrities and politicians. It spawned a movement and the media can't get enough of it. Employers are naïve to think that their employees aren't listening. So what is an employer to do? Hold its breath and hope that the wave washes over soon? Or get in front of the problem and take affirmative steps to prevent harassment from occurring? Here are five simple steps employers can take now.

**1. Start by reviewing your policies.** California recently issued regulations detailing what must be included in a harassment policy (a link to the notice is included in the resources list below).

The policy must:

- List all protected groups under the Fair Employment and Housing Act (FEHA);
- Allow employees to report harassment to someone other than a direct supervisor;
- Instruct supervisors to report all complaints;
- State that all complaints will be followed by a fair, complete and timely investigation;
- State that the employer will maintain confidentiality to the extent possible;
- State that remedial action will be taken if any misconduct is found;
- State that employees will not be retaliated against for complaining or participating in an investigation; and
- State that supervisors, co-workers and third-parties are prohibited from engaging in unlawful behavior under the FEHA.

**2. Train your employees.** California employers with 50 or more employees are required by law to conduct mandatory harassment training every two years, and the training must contain a number of specific elements. California employers with just five or more employees must take all reasonable steps to prevent harassment from occurring. Training employees on what constitutes unlawful harassment and what to do if they experience or witness harassment is more than a "reasonable" step – it's critical.

**3. Review the EEOC's Proposed Enforcement Guidance for Unlawful Harassment** (see resources list below for a link to the guidelines). It includes a list of four "Promising Practices" for employers and serves as the EEOC's roadmap for preventing harassment. The four "Promising

Practices" are: (1) leadership and accountability; (2) comprehensive and effective harassment policies; (3) an effective and accessible harassment complaint system; and (4) effective harassment training.

**4. Investigate.** Employers in California are required to conduct a prompt and thorough investigation in response to any complaint of harassment. This applies not only to formal complaints filed in court or with a state or federal agency, but also to informal complaints. The standard in California for harassment by a supervisor is strict liability – the company is liable whenever the harassment is conducted by a supervisor. When the harassment is by a co-worker to another co-worker the company is liable only when it knew or should have known that the harassment was occurring and failed to take appropriate

action to remedy it. Turning a blind eye on harassment will always backfire. Instead employers should deal with the issue head on and investigate whenever there is even a hint of harassment. Employers can do the investigation themselves or hire a third party to conduct the investigation. The benefit of hiring an attorney to conduct the investigation is that the

investigation will then be cloaked under the attorney-client privilege.

**5. Take appropriate action where harassment is found.** If there is anything we can learn from the Weinstein stories and many of the #MeToo stories that followed, it is that the problem of harassment doesn't go away after time. It may simmer for a while but it will reach a boiling point. Therefore, action should be taken when harassment is found. But a one-size fits all approach isn't the answer. As the recent news stories show – harassment can occur in varying degrees of severity – ranging from a crude remark to actual assault. The appropriate level of discipline should also vary. It can range from a verbal counseling and additional training to termination.

Follow these steps to prevent harassment in your workplace and to prevent becoming the next employer on the long list of "#MeToos."

### Resources

- California's harassment policy regulations: [https://govt.westlaw.com/calregs/Document/I97E9342CCF884FEB-B68AE8EF2A888600?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Document/I97E9342CCF884FEB-B68AE8EF2A888600?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))
- EEOC's Proposed Enforcement Guidance for Unlawful Harassment: [www.regulations.gov/document?D=EEOC-2016-0009-0001](http://www.regulations.gov/document?D=EEOC-2016-0009-0001)
- For more information about Labor & Employment, please [www.swlaw.com/services/labor-and-employment](http://www.swlaw.com/services/labor-and-employment).

Tiffany Brosnan's practice is concentrated in employment litigation and counseling. Her employment-related counseling includes advising employers regarding wage and hour problems, termination and disciplinary matters, recruiting and training, investigations, leaves of absence, and policy drafting. Tiffany represents employers in matters including wrongful termination, whistle blower claims, discrimination, harassment, unfair competition, misappropriation of trade secrets, and wage and hour law. Reach Tiffany at [tbrosnan@swlaw.com](mailto:tbrosnan@swlaw.com) or 714.427.7068.

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## Missed Meal and Rest Breaks Can Cost Employers Millions

It is true, and not surprising, that California's laws (which are more protective of employees than federal laws) governing meal breaks and rest periods are complex and can be difficult to manage. Failure to comply can result in significant financial penalties for large and small companies. For example, in 2017 TJ Maxx paid \$8.5 million for failure to provide meal breaks and pay for time spent waiting for managers to close up shop after hours, and in 2015, Il Fornaio paid \$1.5 million to settle wage and hour allegations, including missed meal and rest breaks.

### Who Is Entitled to Meal and Rest Breaks

With few exceptions, non-exempt employees are entitled to meal and rest breaks, depending on the number of hours they work in a shift. To complicate matters, it's not just about the employee taking an off-duty meal break, but when it must be taken. If taken even one minute after the start of the fifth hour, the employer must pay one hour of premium pay to the employee. It's important to note that the first hour of work occurs when the employee has worked between 0 and 60 minutes. So, an employee who starts at 8:00 a.m. must take a meal break no later than 12:59 p.m., regardless of circumstances, or the employer must pay the employee and additional hour of pay at the employee's regular rate. Each violation requires extra pay. This can trigger additional penalties for missed pay and inaccurate wage statements. As you can imagine, if you are not following the labor code, this can get very expensive, very quickly.

### Employer Requirements

Employers must relieve their employees of all duties and relinquish control over how employees spend their meal and rest breaks. Employers must not interfere or discourage their employees from taking breaks. Managers and supervisors should not interrupt an employee's break with work-related questions or issues. If you

require your employees to stay "on call" during their meal or rest periods, you are more than likely violating the labor code. However, if an employee works six hours or less, the meal period can be waived by mutual consent. Under *very limited* situations and with mutual consent, in writing, an on-duty meal period may be permitted. If an employee insists on working through a break and your business has relinquished control over the employee, given them the opportunity to take an uninterrupted break, and not discouraged them from doing so, your business is satisfying its obligations.

For more information on meal and rest break requirements, including proper documentation, time keeping procedures, and recording keeping processes, we recommend contacting a labor attorney experienced in this area.

### Lisa Pierson

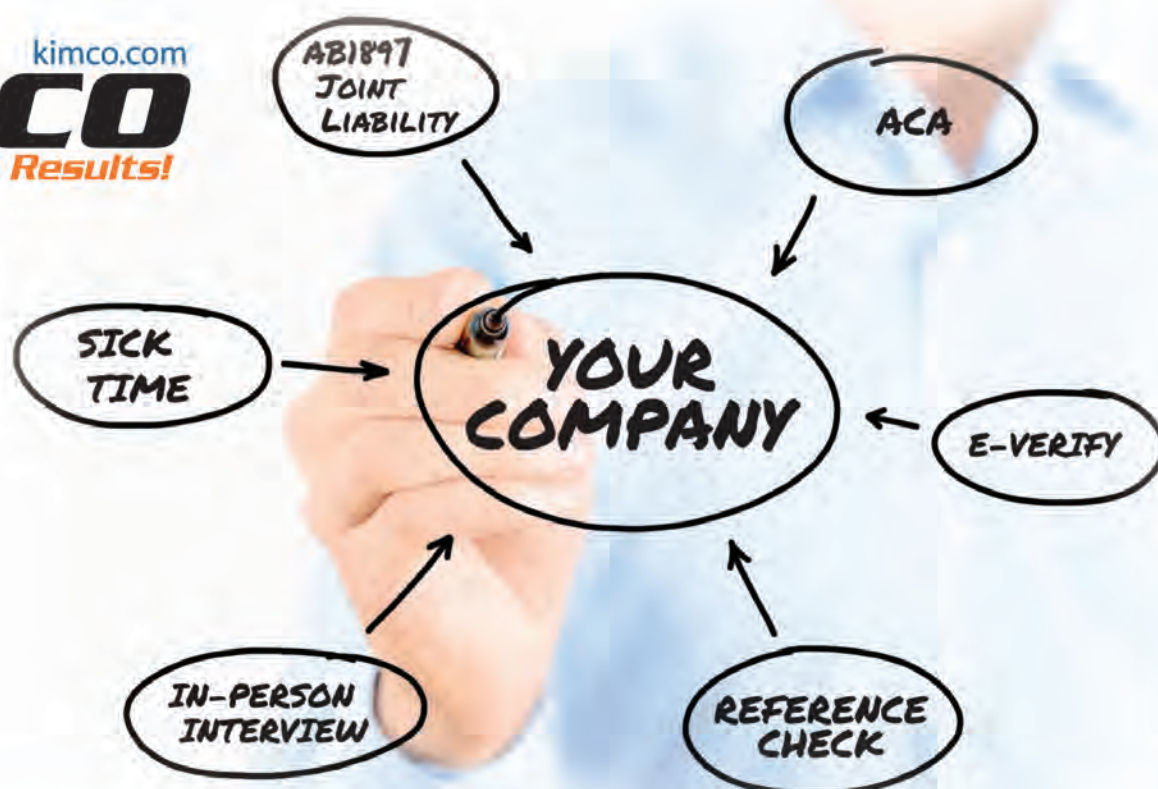
Lisa Pierson is the President of Advantex Professional Services, a recruitment firm specializing in finance and accounting, IT and engineering; Kimco Staffing Services, which includes office professionals, technical support, accounting operations, industrial, and on-site managed services; and MediQuest Staffing which focuses on healthcare positions. In the past 30 years, the companies have employed 212,512 people, serviced 21,941 clients, and filled 687,192 positions. You can reach Lisa at [lperson@kimco.com](mailto:lperson@kimco.com) or 949.331.1102.



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# Recent Challenges and Trends With the H-1B Visa – How Employers Can Plan Strategically

by Mitchell Wexler, Managing Partner & Katie Wu, Associate, Fragomen Worldwide

Often regarded as the “darling” of the business immigration world, the H-1B visa is a common and useful tool utilized by employers to employ foreign nationals (non-U.S. citizens/Lawful Permanent Residents) in “specialty occupations” in the U.S.

A specialty occupation is one that requires a minimum of a Bachelor’s degree or higher in a field related to the position. In the past, one of the primary hurdles to obtaining this visa was the lottery selection process because of the limited visas available. Once selected and assuming all boxes are checked, an individual with a related degree that was filling a professional position in the U.S. generally had an approvable H-1B case.

## H-1B Challenges This Year: Heightened Scrutiny

This year was different. The overwhelming trend experienced with H-1B adjudications is that more than ever before, Immigration has implemented a heightened level of scrutiny. These challenges include:

► **Wage Levels:** The employer must attest to paying the prevailing wage (the average wage paid to other workers with similar experience and qualifications in the area of intended employment). Each wage starts with an entry level wage (Level I) and progresses to a higher level (up to Level IV) commensurate with the position’s requirements (experience, education, and skills). Immigration has challenged many applications filed this year for positions with a Level I wage, contending that the duties for the position appear to be more complex than a “Level I” wage description.

► **Specialty Occupations:** On March 31<sup>st</sup>, 2017, right before the H-1B filing window opened, Immigration changed its policy on computer programmer jobs, holding that they were no longer presumed to be eligible for the H-1B program. Employers saw an increase in requests to demonstrate eligibility, particularly for

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entry-level positions offering a Level I wage. Even some positions that were inherently professional, such as engineers or architects, underwent the same scrutiny as well.

## Planning Ahead

Some helpful takeaways from the challenges faced this year are:

- Avoid abstract listings of jobs duties – Describe duties with specificity and place them in the context of the company’s business;
- Carefully examine whether a Level I wage is truly appropriate for the position, given the complexity of the duties;
- Be wary of computer programmer positions;
- Prepare the case with the mindset that it may be scrutinized by US Customs & Immigration Services (USCIS), so be ready to defend one’s position and provide documentary evidence to support the claim that the position is complex or unique, and/or that the wage level is appropriate; and
- Consistency is key. Ensure that arguments and documentation don’t undermine each other.

The insight gained this year has proven invaluable in demonstrating the myriad of changes in the immigration field. With the right legal counsel and preparation, however, these challenges can be overcome.



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## How to Interview an Attorney to Handle a Business Dispute on a Contingency Fee Basis

by Mark B. Wilson, Partner, Klein & Wilson

If you want to convince an attorney to handle a business litigation matter on a contingency fee basis, you must approach this task as though you were giving a sales pitch. Below are steps to set you up for success. The more efficient and prepared you are, the more interested the attorney will be in accepting your case.

Attorneys must first check for conflicts of interest. Be ready to state the names of all people/entities at issue so the attorney can ensure there is no conflict.

**“ When interviewing attorneys, clients typically want to tell their story. Contingency fee attorneys are more interested in the economic viability of the case. Accordingly, in advance of calling an attorney, prepare an accounting of damages and be ready to explain how you will prove them. ”**

When interviewing attorneys, clients typically want to tell their story. Contingency fee attorneys are more interested in the economic viability of the case. Accordingly, in advance of calling an attorney, prepare an accounting of damages and be ready to explain how you will prove them. Be prepared to prove that if a jury awarded the damages you suffered, the target has sufficient assets to pay those assets. If the target is not a public company whose financials are available, consider hiring an investigator to prepare an asset report. Attorneys do not want to pursue cases on a contingency fee basis unless they are convinced collection will not be an issue.

Most firms who accept business cases on a contingency fee basis expect the client to advance litigation costs (e.g., filing fees, deposition transcripts, expert witness fees, etc.) In my experience, most business cases which go to trial generate at least \$150,000 of costs, and often these costs are higher. If you cannot afford to advance costs, tell the attorney right away.

Successful lawyers are picky about which cases they accept on a contingency fee basis. The client's story should be easy to present to a jury. To assist the attorney in evaluating the case (and developing the story), prepare a chronology of key events and assemble the most critical documents. You will lose credibility if you do not disclose bad facts and damaging documents.

If you have a business dispute you want handled on a contingency fee basis, and the damages exceed \$10 million, call us at 949.631.3300.

### Mark B. Wilson

Mr. Wilson, a trial attorney, has won nearly every case he has tried or arbitrated. He lost only one jury trial, but then obtained a complete reversal on appeal. This year, Mr. Wilson was listed in the Super Lawyers® Top 50 Orange County list, and he is a past Chair of Orange County Bar Association's Business Litigation section.



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## Set Your 2018 Recruiting Goals!

As we approach 2018, organizations are starting to focus on setting key recruiting goals and objectives for the upcoming year. This includes keeping up with the latest hiring trends, competitor analysis and developing goals that are specific, measurable and attainable. Let's look at some key talent acquisition objectives.

**Lower Your New Hire Turnover Rate:** Employee turnover can be very expensive, and losing a new hire puts any company back to square one! Focus on recruiting initiatives that will allow for better vetting to increase the quality of new employees. Some strategies include utilizing pre-employment assessments, more thorough interviews based on determining not only job fit, but also cultural fit and realistic job overviews. These job previews can come in different formats including "a day in the life" corporate videos or even putting the candidate through a "simulation" test!

**Increasing Speed to Hire:** Long, drawn out recruiting processes are one of the reasons candidates reject job offers. Companies who seek to reduce their time to hire must first work on identifying the slow segments of the hiring process that create delays. This typically involves the approval process for new requisitions, the screening and the interview scheduling stages. In addition, utilizing the best metrics tailored to company needs is crucial in allowing employers to best measure hiring speed and quality.

**Focus on Diversity:** According to a Glassdoor survey, 67% of active and passive job seekers say that when evaluating companies and job offers, it is important to them that the organization has a diverse workforce. To give diversity recruiting the attention it deserves, companies can focus on partnering with networks who support diverse populations. Employers should also reassess their hiring process for unconscious bias and ensure a diversity-friendly application process and job postings.

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years, and we understand the importance of setting strategic hiring goals. Our Business Development and Recruiting Team continuously strive to be up-to-date with hiring trends in order to stay competitive. This includes providing our candidates with a streamlined, quick and easy hiring experience. In addition, we focus on partnering with various associations throughout the area to ensure a diverse workforce for our clients.

To learn more about Marquee Staffing, please visit [www.marqueestaffing.com](http://www.marqueestaffing.com).

### Claudia Perez, Senior VP of Operations

Claudia joined the Marquee team in 2011, where she has been vital in growing and developing the Orange County territory. With a background leading several on-sites in the mortgage, aerospace and medical device industry, Claudia has successfully spearheaded several large recruitment projects. As Marquee's SVP of Operations, she focuses on building strategic value to clients through long-term partnerships, developing innovative processes and building a dedicated team!



### Sarah Ly, Talent Acquisition Manager

Sarah and her team focus on placing top tier consultants in various industries including accounting and finance, biomedical device, administrative support and engineering. She works directly with clients in overcoming key staffing challenges by placing qualified candidates who fit company culture and mission. Her goal is to provide candidates with the best hiring experience through innovative recruiting, strong communication and proper understanding of client needs.



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# Stuart Kane LLP

## The Benefits (and Drawbacks) of Employee Arbitration Agreements

by Shane Criqui, Partner, Stuart Kane LLP

“ The most obvious benefit of arbitration is that it allows an employer to avoid the cost and uncertainty of a jury trial. There is no jury in arbitration. Instead, a neutral (generally a retired judge or an experienced attorney) is the fact finder. The absence of a jury is so attractive that many employers want their employees to execute arbitration agreements as a condition of employment simply to gain this benefit. In California, it is perfectly legal for employers to make execution of an arbitration agreement a condition of employment. ”

Arbitration agreements in the employment context have received a lot of press coverage as of late. News articles often paint arbitration agreements as secretive, one-sided arrangements which ensure complete confidentiality of proceedings and an employer friendly result. The reality is that arbitration agreements offer both benefits and drawbacks for the employer.

**Eliminate Risk of a Jury Trial.** The most obvious benefit of arbitration is that it allows an employer to avoid the cost and uncertainty of a jury trial. There is no jury in arbitration. Instead, a neutral (generally a retired judge or an experienced attorney) is the fact finder. The absence of a jury is so attractive that many employers want their employees to execute arbitration agreements as a condition of employment simply to gain this benefit. In California, it is perfectly legal for employers to make execution of an arbitration agreement a condition of employment. California courts will uphold arbitration agreements required as a condition of employment absent evidence of oppression or hidden terms.



Criqui

**Confidentiality.** Arbitration allows a greater degree of confidentiality than a court proceeding. While legal pleadings filed in court are generally available to the public, legal papers filed in arbitration are not. Therefore, to the extent that a Plaintiff has made scandalous allegations against his or her employer which the employer would like to keep out of the public eye, arbitration may be preferred. However, while arbitrators are under a general duty to maintain the privacy of the arbitration proceedings, arbitration does not provide an impenetrable shield of confidentiality. Nothing prevents a plaintiff from publicly speaking about his or her allegations in the arbitration proceeding to the press or others. Moreover, once an arbitration award is rendered, it may need to be publicly filed in Court in order to turn the arbitration award into an enforceable court judgment.

**Class Action Waivers.** Another attractive feature of arbitration is that it may prevent an employee from bringing a class action. In *AT&T Mobility v. Concepcion* (2011), the U.S. Supreme Court held that the Federal Arbitration Act (FAA) preempted California's *Discover Bank* rule that collective-arbitration waivers in consumer contracts were unconscionable. In *Iskanian v. CLS Transp. Los Angeles LLC* (2014), the California Supreme Court held that *Concepcion* abrogated the prior California Supreme Court decision in *Gentry*, which had disallowed class action waivers in employment arbitration agreements. Therefore, under *Iskanian*, arbitration clauses in employment agreements that contain class action waivers are valid. However, *Iskanian* also held that arbitration agreements cannot waive representative claims under the California Labor Code Private Attorneys General Act (PAGA). Accordingly, under current California law, if an employee files a complaint alleging both individual Labor Code violations and PAGA violations, and the employee has signed an arbitration agreement with a class action waiver, the employer will likely be successful in compelling arbitration of the individual Labor Code claims and stopping a class action, but will still have to litigate the PAGA claims in court pending the outcome of the individual arbitration. Federal law is less certain. In October 2017, the U.S. Supreme Court heard oral argument on trio of Circuit Court cases related to whether or not class action waivers in employment agreements are an illegal restriction on "concerted activity" under the National Labor Relations Act (NLRA). The Supreme Court's resolution of those cases remains to be seen.

**Limited Discovery.** In order to be valid, an arbitration agreement must provide for more than minimal discovery. Yet, the amount of discovery available in arbitration is generally significantly less than what is available in court. Under JAMS' employment arbitration rules, for instance, each side is limited to only one deposition unless additional depositions are granted by the arbitrator. Limited discovery may favor the employer and keep costs down.

**Employer Must Pay Arbitrators' Fees.** While in theory arbitrations can be less expensive than court proceedings (in part because discovery is limited), the costs of arbitration are borne disproportionately by employers. As a matter of law, arbitration agreements will not be enforced if they require employees to pay unreasonable costs, fees or expenses. In accordance with this principle, JAMS requires that the employer pay all fees and costs associated with the arbitration other than the initial case management fee. AAA requires the employer to bear almost all of the arbitration costs other than a minimal initial fee. Arbitration costs can get very expensive over time. Top arbitrators charge as much as \$10,000 per day, and many charge at least \$500 per hour.

**Limited Availability of Summary Judgment.** Another potential drawback of arbitration is that while some arbitrators are open to dispositive motion practice in arbitration, others are decidedly not. Cases which may be appropriate for summary judgment, for instance, might be better off in court than in arbitration if the arbitrator is not willing to hear such motions.

**"Splitting the Baby."** There is a perception among litigators that arbitrators are more likely than judges to make compromise awards that "split the baby," giving some (but not all) relief to a plaintiff, regardless of the legal merit of the plaintiff's claims. There is also a perception among some litigators that arbitrators may make awards based on broad conceptions of "equity" rather than strictly applying the rules of law or evidence, which may not work in the employer's favor.

**Limited Judicial Review.** In the event that an arbitrator decides an issue adversely to the employer, there is a much narrower ability to obtain judicial review in arbitration than in Court. In arbitration, an arbitrator's decision is generally not reviewable for errors of fact or law, even if the error is obvious on the face of the award. By contrast, an adverse decision in Superior Court would be immediately appealable.

In sum, while arbitration offers significant benefits to employers, it is not a panacea. As the proverb goes, an ounce of prevention is worth a pound of cure. When it comes to employment law, the best strategy is to comply with California and Federal labor laws and have strong and transparent policies and practices in place to help prevent claims from arising in the first instance.

### Shane Criqui

Shane Criqui is a trial attorney whose legal practice focuses on employment litigation (employer-side), employment counseling, and business litigation. Mr. Criqui engages in aggressive yet practical legal representation to achieve client's objectives in litigation, as well as providing accurate and thoughtful counseling to clients regarding their legal, business, and employment needs. He has been selected as a 2015, 2016 and 2017 Southern California "Rising Stars" by Super Lawyers magazine. He can be reached at 949.791.5126 or scriqui@stuartkane.com.





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