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The Real Estate Issue

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CONTRA COSTA LAWYER

Volume 37, Number 5 – September 2024

The official publication of the Contra Costa County Bar Association

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Family Law Section: Moore Marsden Interests: How to Stop Overthinking and Crush Trials Like a Pro

Bankruptcy and Real Estate Sections: Evictions

Litigation Section: Presentation by Michael Gatto

Real Estate and Tax Sections: 1031 Exchanges

INSIDE

The Real Estate Issue

Looking back at a seminal case that changed everything

by Ann Battin and Marie Quashnock, Guest Editors

This month's edition of the Contra Costa Lawyer is about Real Estate. As those of you that advise clients who buy, sell, lease, inherit, develop or otherwise deal with real property know, it's a road full of legal twists and turns. That legal landscape, especially in connection with commissions, disclosures and other aspects of real estate sales, has recently undergone some important changes which we will explore in this edition. We want to express our appreciation to the authors who have taken their time and efforts to bring you up to date on these headline topics. Thank you one and all.

Sometimes, it's useful to look back at where we started. This edition begins with a retrospective piece on Easton v. Strausberger, a seminal case regarding disclosures upon transfer of residential real estate which turns 40 years old this year. It continues to be a guidepost for California lawyers, judges, lawmakers and industry professionals on the interpretation of the duty to disclose, which in turn led to the creation of the ubiquitous Transfer Disclosure Statement in residential sales. Turn to page 6 for the article.

Easton v. Strassburger:

A 40-Year Legacy for the Law of Disclosure in Residential Real Property Transactions

by Karl E. Geier

In May 1976, Leticia Easton purchased a home in the Contra Costa County community of Diablo for $170,000 – a substantial price at the time. Soon after the sale closed escrow, earth movement led to foundation settlement and cracking and warping of walls and doorways of the home. Ensuing landslides caused further damage and also partially destroyed the driveway.

It turned out that portions of the property were constructed on fill that had not been properly engineered or compacted. The costs of repair were more than $200,000. As a result, Mrs. Easton sued the sellers, Mr. and Mrs. Strassburger, as well as the real estate brokerage that represented the sellers, Valley of California, Inc., along with two sales agents employed by Valley and several other parties.

Trial evidence showed that Valley's sales agents had inspected the property and observed certain "red flags" that should have indicated to them that there were soils problems. They did not, however, request an engineer's testing of the soil, nor did they inform Mrs. Easton that there were indications of soils problems. The Strassburgers themselves had made repairs due to earlier slides, including a major slide in the year preceding the sale, but they had not disclosed any of these facts to Valley, its agents, or Mrs. Easton.

The jury found against all defendants, including the brokers, on claims for negligence and negligent misrepresentation. As the party with "deep pockets" potentially liable for the full amount of the judgment, Valley alone appealed.

The primary issue on appeal – leading to the most significant holding in *Easton v. Strassburger* case[1] – was whether a real estate broker representing the *seller* owed a duty of care to disclose to the *buyer* facts that a reasonable inspection by the broker would have revealed – even if the broker, such as Valley in this case (a) did not represent the buyer, (b) had no actual knowledge of problems, and (c) did not represent that the property was problem-free. This was an issue of first impression in California.

The brokerage company argued that there was no duty to investigate facts not actually known to it or disclosed to it by the seller, while Easton argued that a real estate broker holds itself out as having special skills and knowledge and could be expected to conduct a reasonable inspection where there were visible indications of issues ("red flags") warranting inspection.

Easton's argument prevailed, among other reasons, because California case law already imposed a duty on the seller's agent to disclose to the buyer all material

defects known to the broker, even where the broker had no agency relationship or privity of contract with the buyer. Prior case law had not covered facts the broker reasonably *should have known, but did not know,* but the court of appeal considered a duty to discover and disclose adverse facts to be "implicit" in the general duty of disclosure. Among other things, the National Association of Realtors' Code of Ethics, admitted into evidence at trial, imposed both a duty to disclose known facts as well as a duty "to discover adverse factors that a reasonably competent and diligent inspection would disclose." This was essentially the duty that the Court of Appeal found to have been breached by Valley and its agents.

The Court of Appeal issued its decision in February 1984. The California Supreme Court denied review later that year. The decision caused immediate and widespread consternation in the California real estate brokerage community. Despite the language of the NAR Code of Ethics, it was felt that to impose an affirmative duty to "investigate and disclose" created obligations beyond the scope of expertise and usual role of a real estate agent, creating a risk of liability that could not be avoided without a professional inspection by an engineer or other qualified expert.

The real estate industry sought a legislative response, which was granted in 1985 with the enactment of a new article of the Civil Code, entitled "Disclosures Upon Transfer of Residential Property. "This legislation did not overrule the *Easton* decision. Instead, it created the "Transfer Disclosure Statement" (TDS) requirements that have now been in existence for nearly 40 years and apply to virtually all residential real estate transactions in California. Under the statute (Civil Code section 1102 et seq.), the seller and the seller's agent have a duty to provide the buyer with a detailed statement of known or suspected issues in the statutory form (the TDS) when the sale contract is executed. The TDS includes numerous "check-the-box" items with additional open-ended disclosure questions, many of which cannot safely be answered by the homeowner or their broker without a contemporaneous professional inspection. The buyer has a right to rescind the transaction within a limited period of time if the TDS (or a later supplement to the TDS) reveals material issues with the property.

The broker's inspection duty, as articulated by the *Easton* case, was not eliminated by the statute, but the seller's broker was made a party to the TDS and required to certify as to the absence of other defects based on the broker's own "reasonably competent and diligent inspection" of the accessible areas of the property. The TDS requirement, in turn, has spawned a whole industry of "home inspection professionals," whose reports form the basis for preparation of the TDS and are usually conducted before the home is listed for sale. As a practical matter, this gives the broker some assurance that even if the broker's direct client, the seller, has not disclosed known or suspected problems, there has been a reasonable inspection by a competent third party that should have disclosed the issues and been embodied in the TDS provided to the eventual buyer.

The *Easton* decision remains good law and is often cited as a seminal decision on broker liability and seller disclosure law in California. But the statutory response directly precipitated by *Easton* arguably had a more pervasive effect than the decision itself. Due to the explicit disclosure documentation required from sellers and their agents, the law removed grey areas from the sales process, effectively compelling the parties to conduct meaningful inspections and make honest representations about the condition of the property or risk serious statutory liability.

In short, the TDS law precipitated by *Easton v. Strassburger* has affected the mechanics of transactions for purchase and sale of residential real estate in California probably more than any other piece of legislation before or since. The statute also has been the model for similar disclosure laws enacted in other states. In this sense, the lawsuit Mrs. Easton first brought in Contra Costa County in 1976 had repercussions far beyond the borders of Contra Costa County and the State of California. It is an enduring legacy that likely will continue long after the case itself is forgotten.

1. Easton v. Strassburger (1st Dist. 1984) 152 Cal.App.3d 90, 199 Cal.Rptr.383, 46 A.L.R. 4th 521

***Karl E. Geier** is shareholder emeritus of the Walnut Creek law firm, Miller Starr Regalia, where his legal career began as the Easton case was going to trial. (His firm represented the prevailing plaintiff, Mrs. Easton, both at trial and on appeal). For the past 16 years, Mr. Geier has served as the Editor in Chief of the firm's 12-volume treatise, Miller & Starr, California Real Estate Fourth, published by Thomson-West.*

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Coming to a Shuttered Mall Near You – *an apartment complex*

by Corrine Bielejeski

California's AB 2011 passed in 2022. While housing advocates and cities were aware of the bill, most of us were not. That has changed recently, as high-density housing projects are receiving streamlined permit approvals and local news outlets have covered surprised neighbors or angry city council members.[1]

So, what does AB 2011 do?

It allows high density housing projects to bypass a city's zoning rules and build either 100% affordable housing or mixed-income housing where "office, retail, or parking are a principally permitted use."[2] Think of the abandoned strip mall on the old side of town. Think of the office building that has been vacant since 2022. The bill's goal was to allow these to be converted into housing. In effect, that means a builder can rezone a commercial office parcel as residential. Not only can the parcel be rezoned, it can be done with very little input from the city council or planning commission. A city may have the option to say "you cannot build on Site A; build on Site B instead," but that requires the city to have a similar lot available. In addition, this ministerial approval process is fast. Depending on the number of units, the approval process is either a maximum of 90 or 180 days. Cities that do not comply with this law may be referred to the state Attorney General's office by the California Department of Housing and Community Development (HCD). [3]

More housing now

Proponents of the bill, including three cities and a handful of mayors, see this bill as a way to alleviate California's housing crisis.[4] They note that many cities heavily restrict approval of housing developments, preferring large lots and high value properties to high density housing meant for families of limited means. Cities may be slow to rezone underutilized land. They argue that, with so much vacant office space, rezoning properties as residential is a way to bring life back into blocks that have gone quiet.

Assemblymember Buffy Wicks, (District 14, Piedmont to Rodeo), the author of the bill, applauded its ability to remove red tape and use existing land for housing.[5] Some of that red tape involves exempting these projects from CEQA. When asked about it for this article, Professor Christopher Elmendorf from the UC Davis School of Law said that these projects "should be exempt" from CEQA. He has written several times on CEQA reform and believes legislation is needed to "stop cities from abusing CEQA to stall, indefinitely, the same housing projects that the Legislature has said they may not deny."[6]

Let local governments decide

Opponents of the bill, including many local cities like Brentwood

Continued on page 10

Coming to a Shuttered Mall

Continued from page 9

and Pleasant Hill, oppose the loss of local control and oversight in building, including "the ability to provide affiliated infrastructure."[7] With large developments moving from a yearslong approval process to a monthslong process, the infrastructure issue may be the largest downside of swift ministerial approval. Increasing the number of residents means additional utilities and more traffic. Adding a lane to a road is not a fast process.

Some cities have also complained about the potential loss of sales tax from converting commercial spaces into residential. There is a provision in AB 2011 that will "enable a local government to require up to half of the ground floor of the new development be utilized as retail," so hopefully that will bring back some of the lost revenue if a site is transferred from retail to residential.[8]

Will AB 2011 help solve the housing crisis?

That will depend on whether the ministerial approvals continue and whether tenants move into these new properties. Some cities are hoping that becoming a "charter city" will allow them to avoid this law and others by taking back local control.[9] A charter city creates its own governing documents and rules, which allows it to bypass some of the state's regulations. This is different than a general law city, which is subject to all of the state's regulations. Their goal is to put these projects back in the normal pipelines of planning commission and city council oversight.

Although there was a recent case that seems to provide some hope to this movement, charter cities are still required to follow housing rules where the "concern is statewide," rather than a "strictly municipal affair."[10] When there is doubt as to whether something is statewide or local, the state wins.[11] As a practical matter, if every city becomes a charter city to escape the legislature's rules, the legislature is unlikely to allow charter city exemptions for long. For example, as of the writing of this article, Assemblymember Wicks is proposing amendments to AB 2011 in AB 2243, including a specific finding that AB 2011 applies to charter cities.

What both sides can agree on is that boarded up commercial or retail areas are not helping anyone. Perhaps the mixed-use retail / residential projects will be something everyone will be happy to see. HCD is required to complete a study by January 1, 2027, so check with me in a few years to see whether the bill is working. [12]

1. See, for example: Jake Menez, 'Your City Council in Brentwood is Pissed' State law supersedes local housing decisions, Brentwood Press, March 28, 2024, updated March 29, 2024, https://www.thepress.net/news/your-city-council-in-brentwood-is-pissed/article_dee4117c-ed21-11ee-bfca-e7cb1ef2a2f5.html

2. Cal. Gov't Code §65912.111(a)

3. Cal. Gov't Code §65585(j)

4. Cal. AB 2011 (2022), Senate Floor Analysis, Third Reading.

5. Press Release, Gov. Gavin Newsom, California to Build More Housing, Faster, (Sept. 28, 2022), https://www.gov.ca.gov/2022/09/28/california-to-build-more-housing-faster/

6. Elmendorf, Christopher S., Testimony for Little Hoover Commission Hearing on the California Environmental Quality Act (March 16, 2023). Available at SSRN: https://ssrn.com/abstract=4389930 or http://dx.doi.org/10.2139/ssrn.4389930

7. Nearby municipalities who opposed the bill included Brentwood, Fairfield, Fremont, Novato, Pleasant Hill, Pleasanton, Ripon, and Sunnyvale. Regional associations in opposition included cities located in San Mateo County, Marin County, and the "Tri-Valley Cities of Dublin, Livermore, Pleasanton, San Ramon, and Town of Danville." Cal. AB 2011 (2022), Senate Floor Analysis, Third Reading.

8. Cal. Gov't Code §65912.123(j)

9. Ben Christopher, These cities are Using a Controversial New Tactic to Sidestep California Housing Laws, KQED, June 18, 2024, https://www.kqed.org/news/11990860/these-cities-are-using-a-controversial-new-tactic-to-sidestep-california-housing-laws.

10. Ruling on Verified First Amended Petition for Writ of Mandate in City of Redondo Beach, et. al v. Rob Bonta, et. al, (April 22, 2024, LA County Superior Court) Case 22STCP01143, quoting Baggett v. Gates (Cal. 1982) 32 Cal.3d 128, 140. This case found that SB 9 did not apply to Redondo Beach, which is a charter city.

11. Baggett at 140

12. Cal. Gov't Code §65912.104.

Corrine Bielejeski *owns East Bay Bankruptcy Law & Financial Planning in Brentwood, CA. 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, co-editor of the Contra Costa*

The Future of Real Estate Commissions in California

Post-NAR Settlement

By Lorraine M. Walsh

For decades the norm in the country for a person selling a home was to pay both her own agent and the buyers agent. In addition, the buyers share of that commission had to be listed in order to advertise the home on the large regional or state Multiple Listing Service sites (MLS). Realtors claimed that this industry practice never amounted to "fix" these commissions. However, as a practical matter the notice in the MLS did serve to set a standard offer of compensation in the range of 5% to 6% split between the listing agent and the buyer's agent. In March 2024, the National Association of Realtors (NAR) reached a settlement in litigation that raised these issues. The settlement has resulted in changes in how commissions are paid in California. In this article we examine the class action lawsuit which resulted in the NAR settlement, the new rules governing commissions in California and its affect on how commissions are negotiated and paid.

The NAR Lawsuit and Its Settlement

The lawsuit involved a class action antitrust filed in federal court in Missouri. The Plaintiff class were home sellers in Missouri who sold properties between 2015 and 2022 using one of four Multiple Listing Services where the commission was offered from the listing agent to the buyer's agent. In 2019, the Plaintiff sued NAR and four large brokerage firms (Keller Williams, Anywhere, RE/MAX and Home Services of America) alleging they conspired to keep real estate

commissions rates high in violation of antitrust laws. They also claimed NAR's cooperative compensation rule requiring listing brokers to offer compensation to the buyer's agent through the MLS caused the sellers to overpay commissions because of the fear that if the seller did not offer a certain amount, the buyer's agent would refuse to show the property. Brokerage firms Anywhere and RE/MAX settled before trial. The lawsuit went to trial in October 2023 and a jury found the remaining defendants liable for payment of $1.8 billion to home sellers. In March 2024, NAR settled the case after trial for payment of $418 million. The agreement covers all claims against NAR, over one million of its members, all state and local REALTOR organizations and all multiple listing services which REALTOR associations own.

The New Rules Governing Commissions in California After the NAR Settlement

The NAR settlement also required two new changes on how commissions are paid. First, the NAR agreed to drop its requirement in its national policy handbook that sellers post offers of compensation on the MLS. Under the new rule which was effective in August, buyers agents will no longer see fees on any MLS listing and commissions must be negotiated outside the MLS. The fees, the split and who pays what can all be negotiated (which was possible before the settlement). The difference is nothing can be predetermined in the MLS.

Second, buyers and their agents will be required to enter into a written agreement before they can tour homes. This contract must specify the amount or rate of the agent's compensation. This means that for the first time, buyers and their agents are going to be subject to an agreement for the entirety of their relationship and the compensation discussion is going to occur at the start of the relationship.

How the New Rules Affect Broker Compensation

How will these new rules affect how real estate commissions are negotiated and paid? It depends on who is answering the question. According to real estate industry professionals, the rules won't affect their practices since their mantra has always been "commissions are negotiable" which suggests that sellers and buyers are in the driver's seat when it comes to how much compensation is paid. However, consumer advocates disagree. They claim that in practice, consumers on average buy or sell a home once every five to 10 years, and many are not knowledgeable about the process to negotiate the rate down.

Since the NAR settlement does not dictate how buyers agents get paid, it is possible that sellers will continue to pay buyer's commissions, that only some sellers will pay them or buyers will pay their own fees. Although the settlement bars offers of buyers agent compensation on the MLS, sellers will still be able to use the MLS to make offers to pay closing costs, pay for repairs or other concession terms.

Sellers agents can also still make offers of compensation outside of the MLS such as on their marketing information or website. A purchase agreement can also include a term requesting the seller pay buyers agent fees.

Under the terms of the NAR settlement agreement, buyers agents will be required to have a signed buyers representation agreement prior to taking a buyer on a home tour effective August 17, 2024. Currently the California Association of Realtors (CAR) is preparing a standard form for its members use but its publication may be delayed due to a formal inquiry from the Department of Justice to ensure it complies with the NAR settlement.

Conclusion

Real estate commissions total about $1 billion a year in the United States. In the rising California home market, California real estate professionals earn a significant share of this income. The NAR lawsuit and its settlement have resulted in changes to how California agents are compensated which is beneficial to both real estate professionals and sellers and buyers since there is now more transparency in the process.

Lorraine Walsh *is an attorney who has practiced in California for 42 years and maintains her office in Walnut Creek. She is a State Bar of California Certified Specialist in Legal Malpractice law and handles controversies involving attorneys and clients. She also serves as an expert consultant and witness in legal malpractice and fee disputes. As part of her practice, she handles appeals and has four published appellate opinions.*

PORT CHICAGO TASK FORCE

Contra Costa County Bar Association

Exoneration!

Jonthan Lee (left) moderated a panel of family members of the Port Chicago Disaster at a CCCBA workshop on July 19, that included a discussion of their perspectives on what exoneration would mean to the families. Pictured Hiram Crittenden whose father, Jack Crittenden, was one of the Port Chicago 50; Carol Cherry, whose father Cyril O. Sheppard was also a member of the Port Chicago 50; and Jason Felisbret, nephew of John Felisbret, who was just 17 years old when he was killed in the Port Chicago Disaster.

On July 17, 1944, less than 7 miles from the current headquarters of the Contra Costa County Bar Association, the worst homeside disaster of World War II occurred and resulted in the deaths of 320 sailors and left hundreds wounded. The majority of those killed were Black sailors who loaded bombs and ammunition onto ships. After the explosion, 50 surviving sailors refused to go back to work loading the explosives. At a trial on Treasure Island, the Port Chicago 50, as they were called, were convicted of mutiny.

In February 2022, the CCCBA established the Port Chicago Task Force with the goals of raising awareness of the disaster and advocating for the exoneration of the Port Chicago 50. The cause was close to the heart of Jonathan Lee, a member of CCCBA's Board of Directors. He took on the leading role with the CCCBA's Port Chicago Task Force and worked tirelessly making exoneration arguments to federal, state, and local leaders, as well as the Department of the Navy.

This year on July 17, 2024, the 80th Anniversary of the Disaster, The Secretary of the US Navy Carlos Del Toro announced full exoneration. Quoted in the Washington Post, Del Toro called the charges "a tremendous wrong. I have made the decision," he continued, "inherent within my authority dating to the laws of the time, to set aside the court-martial of all sailors convicted as part of the Port Chicago incident."

At the commemoration event July 20 at the site of the Disaster, Jonathan Lee speaks at the poedium, while Carlos Del Toro, Secretary of the Navy and Thurgood Marshall Jr. turn to listen. .

Above, Secretary Del Toro got emotional when speaking of the delay in justice at the commemoration event at Port Chicago on July 20.

Jonathan Lee with General Counsel of the Navy, Sean Coffey.

Jonathan Lee, with CCCBA Executive Director Jody Iorns, CCCBA Board President David Pearson and former CCCBA Executive Director Theresa Hurley.

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Navigating Market Downturns:

When Legal Expertise is Essential in Real Estate Transactions

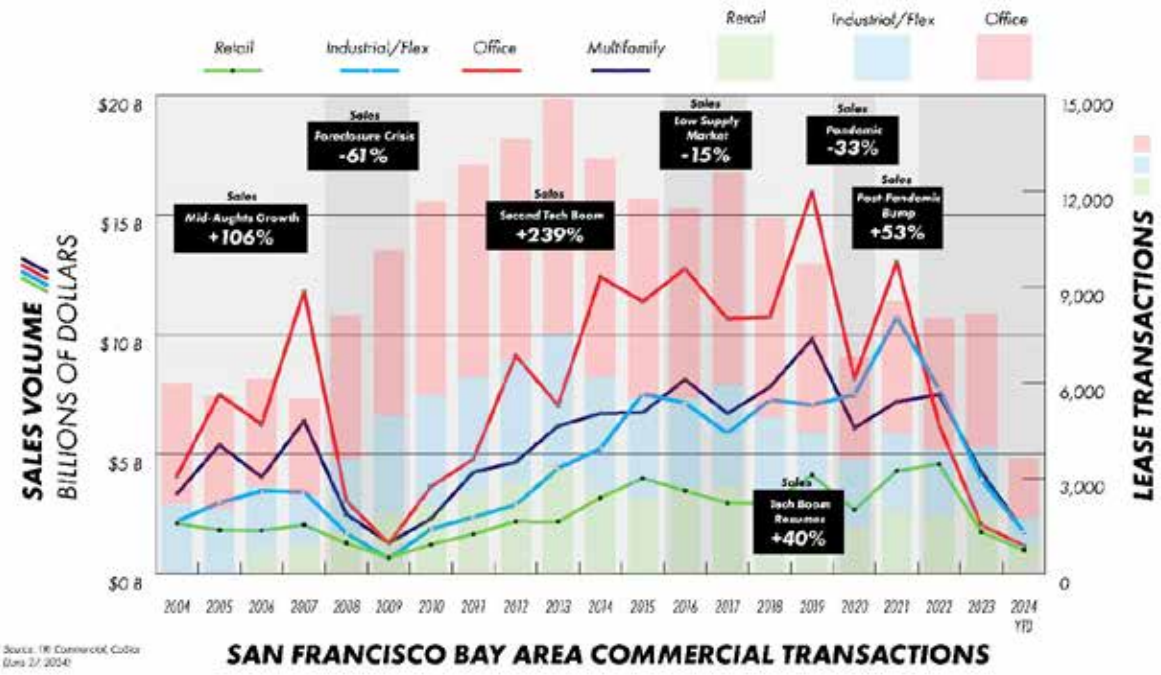
By Celine Mui Simon, Esq.

I started my legal career in 2009 when the subprime mortgage bubble busted. What I did then to land my very first job out of law school was cold called all USF Alumni specializing in real estate, banking and bankruptcy law. It seemed obvious then that there would be lots of legal work stemming from the foreclosure crisis, but where is the legal work today in the San Francisco Bay Area?

Just like in previous market downturns, from the dot-com bust of the early 2000s to the subprime mortgage crisis, we again find ourselves at a time when sale and lease transactions are at a low, vacancy rates continue to increase, property values decline, construction projects slowed, and credit tightened. Now that I'm on the other side of the transaction, brokering deals as a commercial real estate broker for the past four years, as opposed to reviewing and drafting legal documents, I now view this question from a different perspective.

Unsurprisingly, people are reluctant to hire attorneys unless they absolutely have to, especially when money is tight. I see so often, to the client's detriment, the prevailing sentiment that hiring an attorney is an unnecessary cost to reduce risks that they can't fathom, even if they have been burned in the past. It's not just tenants that are doing this. Landlords, who have more to lose if their leases do not adequately protect them, are recycling old forms leaving out the requisite Certified Access Specialist (CASp) inspection disclosures. As brokers, our review of legal documents is very limited. We ensure that the basic terms are incorporated, and that proper disclosures are made to protect ourselves as brokers. Beyond that, it would be wise to refer clients to seek the advice of counsel, which often falls on deaf ears if the transaction is not particularly large, or the clients' budget is very limited. Standard AIR or CAR forms are sufficient solutions for them during these times.

In order to survive in this environment, attorneys need to offer something of value beyond what the typical AIR or CAR forms provide. There is a saying that "where there are challenges, there are opportunities." One of the ways to make transactions more attractive in this



environment is to offer alternative financing like seller financing, where the sellers offer to lend all or a portion of the loan to qualifying buyers at lower interest rates than what conventional lenders can offer. Attorneys should look for listings where seller financing is offered, and ask the brokers if they can collaborate on those seller financing deals, as neither CAR nor AIR forms are sufficient for such transactions.

Business closures also present opportunities for attorneys. Before winding down their business, owners typically want to sell their business, including all of the FF&E (Furniture, Fixture & Equipment) to ensure continuity of the business that they built or to cut their losses. Their last resort is to liquidate. Selling the business will require legal expertise in the drafting of a buy sell agreement, bill of sale, and the like. If they want to close the business before the lease expires, then they need attorneys to negotiate an early lease termination. Regular meetings with business brokers and commercial real estate brokers can help attorneys identify these opportunities early.

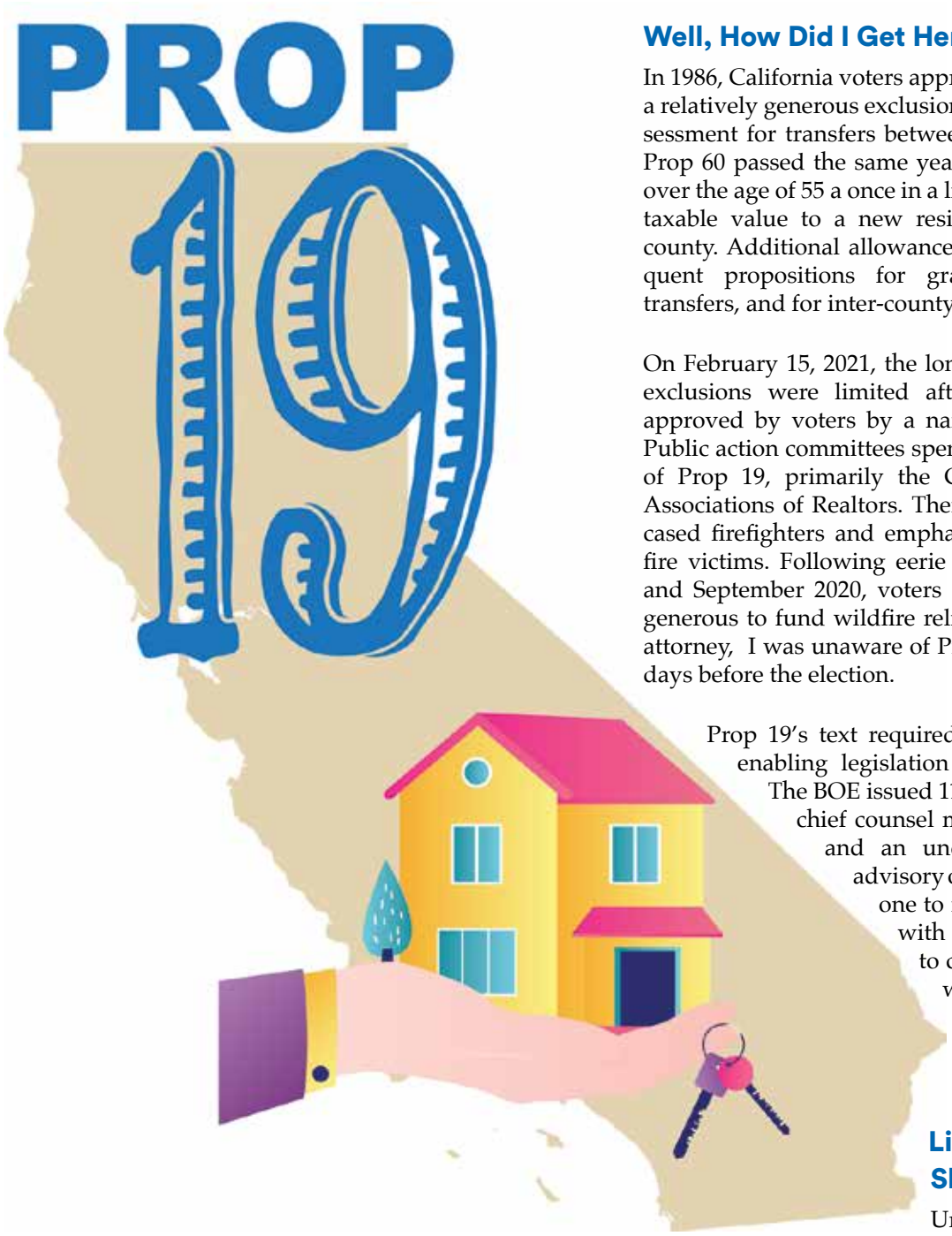
After a space is vacated and before it can be leased or purchased, dealing with the city planning and zoning departments is another area that present opportunities for attorneys. Surprisingly, not many attorneys are open to working with the city to apply for the necessary approvals, or to interpret zoning laws or to review prior administrative decisions. The delays in getting approvals for city permits are happening throughout the United States, not just in the Bay Area. This is partly due to the bureaucratic red tape. For example, due to budget cuts, Oakland's Planning Department is only open two days a week as of the writing of this article, and rarely return phone calls. Many cities are trying to expedite the process, but some approvals just take longer such as a CUP (Conditional Use Permit). Most business owners are not comfortable applying for a city permit alone, especially if a CUP is involved, which requires a noticed hearing before the planning department or city council, or if they are required to challenge any adverse decisions. Landlords and sellers meanwhile put pressure on tenants and buyers to start paying rent or remove their contingencies to purchase. In my opinion, familiarity with the city planning procedures and prior decisions can make attorneys invaluable through a very stressful process for all parties involved in the commercial real estate transaction.

In this market, where transactions volumes are low, specialization and networking are crucial. Becoming an indispensable part of the transaction through specialization is more important than ever before, and having the industry connections are the keys to surviving until the economy recovers.

Celine Mui Simon *is a specialist in retail leasing and investment sales in the East Bay. She brings over a decade of experience as a commercial real estate professional, having transitioned from a successufl career as a commercial real estate litigation and transactional attorney.*

Proposition 19:
A Three-Year Retrospective

by Mike Beuselinck



Well, How Did I Get Here?[1]

In 1986, California voters approved Prop 58 to provide a relatively generous exclusion from property tax reassessment for transfers between parents and children. Prop 60 passed the same year, granting homeowners over the age of 55 a once in a lifetime ability to transfer taxable value to a new residence within the same county. Additional allowances were added by subsequent propositions for grandparent-to-grandchild transfers, and for inter-county relocations.

On February 15, 2021, the longstanding reassessment exclusions were limited after Proposition 19 was approved by voters by a narrow margin of 51.11%. Public action committees spent $57 million in support of Prop 19, primarily the California and National Associations of Realtors. Their advertisements showcased firefighters and emphasized benefits for wildfire victims. Following eerie orange skies in August and September 2020, voters apparently were feeling generous to fund wildfire relief. Even as a real estate attorney, I was unaware of Prop 19's provisions until days before the election.

Prop 19's text required interpretation through enabling legislation and regulatory action. The BOE issued 11 letters to assessors, one chief counsel memo, two rulemakings, and an undetermined number of advisory opinion letters (including one to me) interpreting the law with examples and answers to common questions. Here we will review a few common real property transfers and Prop 19's effects.

Living in a Shotgun Shack

Under the prior Prop 58 regime, an unlimited amount of taxable value could be transferred to a child without reassessment for a parent's primary residence. Prop 19 now limits the transferable value to the current

value plus $1,000,000 (as biennially adjusted) in amount excluded from reassessment for the family home, but also requires the child to make the property their own primary residence to retain the existing base value. In other words, Prop 19 is a boon to recipients of their parents' proverbial "million dollar shacks" in the San Francisco Bay Area who keep the property as their family home.

In a Beautiful House

Also under the Prop 58 regime, homeowners over the age of 55 were only able to effectuate a single base year value transfer (or twice with a subsequent disability) to a new principal residence of equal or lesser value within 10 specific counties. Prop 19 now provides for base year value transfer to a new residence of any value (allowing additional value to be included) to *any county* up to *three times*. Seniors in high cost of living areas can "downsize" a few times to larger, newer homes in less costly areas.

After the Money's Gone

Recent property sale listings describe properties essentially as "on the market for the first time in decades." Inheriting children may have been letting the days go by and missed the one-year deadline to establish residence in their parents' home. If the assessed value is relatively low because of Prop 13, significantly increased property tax bills could incentivize children to sell marginally profitable rental properties when increasing revenue is restricted by local or state law.

Same as it Ever Was

The official voter information guide arguments in favor of Prop 19 claimed that "unfair tax loopholes used by East Coast investors, celebrities, and wealthy trust fund heirs on vacation homes and rentals" would be closed. Between November 3, 2020, and February 15, 2021, many people with awareness of the coming Prop 19 rushed to transfer ownership to take advantage of Prop 58's relatively generous exclusions. I speculate that the vast majority of families with smaller holdings of rental properties are unaware that their property will be reassessed upon a parent's death. But if you ask your esteemed colleagues practicing in Prop 19 planning, they can report to you that so-called "loopholes" and strategies for avoiding reassessment still exist.

Am I Right, am I Wrong?

I am not ready to join the Howard Jarvis Taxpayers Association which has given Prop 19 the "death tax" moniker. My humble opinion regarding Prop 19 is that in 2020, a slight majority of California's relatively uninformed voters decided to make an already-complicated set of property assessment laws even more cumbersome and fraught with pitfalls for those seeking to retain the benefits of Prop 13 indefinitely. The general public remains largely unaware of the effects of Prop 19, but it is my impression is that those who have become informed or been affected by Prop 19 express a negative sentiment.

The obvious beneficiaries of Prop 19 are (1) real estate sales professionals; (2) persons over age 55 and with disabilities; (3) children who receive a parent's residence worthy of continuing as a primary residence; and (4) attorneys providing advice and planning to those seeking to avoid reassessment.

It's a mixed result for victims of wildfires because their ability to transfer their base-year value can now be exercised statewide in any county and not measured from the date of disaster, but it is now limited only to principal residences as opposed to prior laws allowing for any property in some instances.

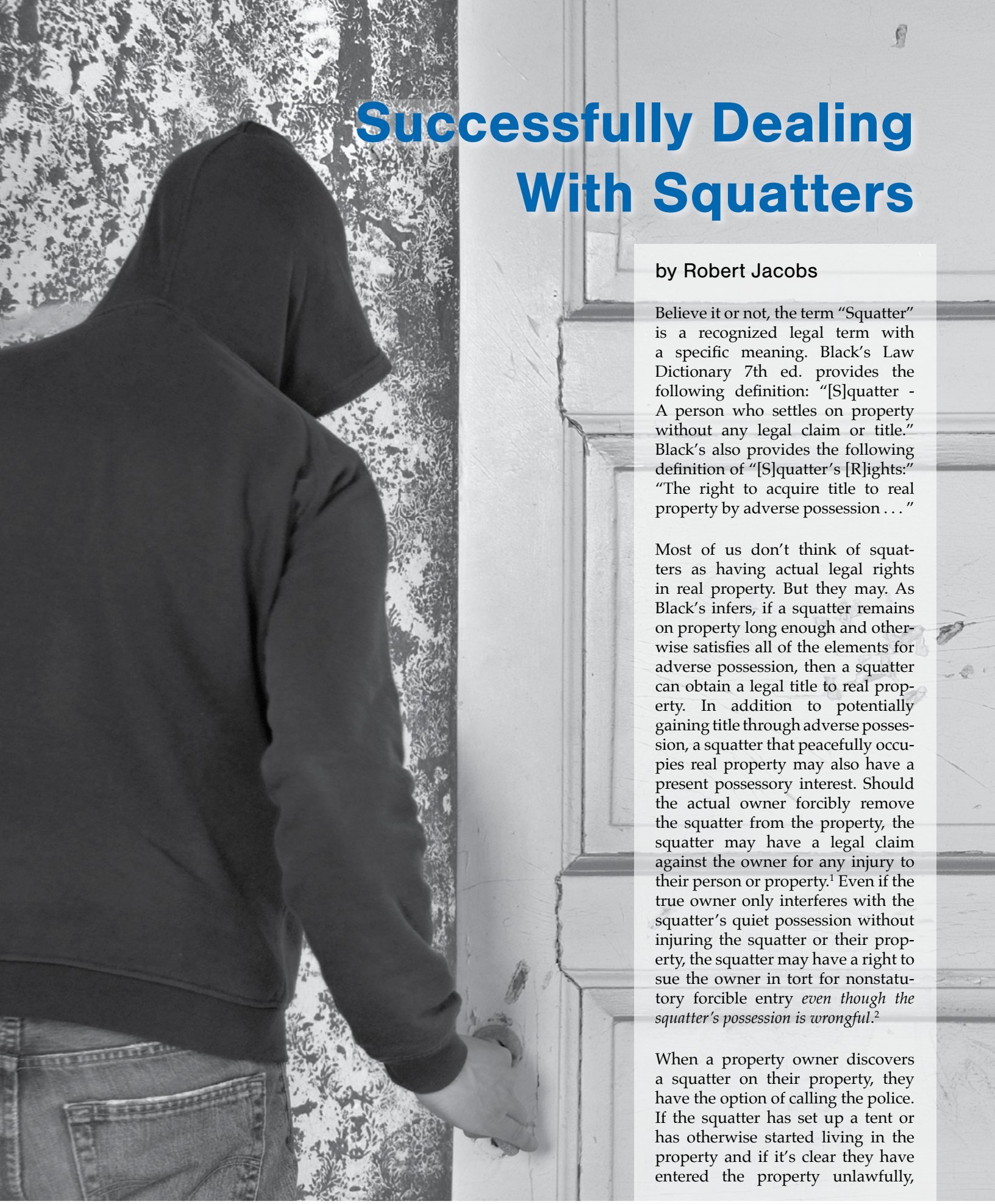
As discussed above, Prop 19 has the effect of severely limiting the availability of exclusions from reassessment for children receiving property from their parents. Other non-obvious "losers" include the county assessor offices. Specifically, the technological and administrative changes required to implement Prop 19 has been challenging and burdensome. Your author has heard from more than a few clients who timely filed valid Prop 19 claims, but had to wait a significant amount of time for those claims to be processed while paying increased tax bills (expecting to receive a partial refund in the distant future).

My God, What Have I Done?

According to the Department of Finance, additional revenues from Prop 19 to fund the new California Fire Response Fund or County Revenue Protection Fund were apparently non-existent due to offsetting deductions for property tax. Following Prop 19's enactment, there have now been two failed attempts to get repeal initiatives on the ballot. It remains to be seen whether opponents of Prop 19 will ever muster enough support for a repeal.

1. Your author has recently indulged in multiple viewings of the Talking Heads remastered release of the Stop Making Sense concert film. The lyrics of Once In A Lifetime inspired the themes of this article.

***Michael Beuselinck** is a solo practitioner in Oakland. His areas of practice include real estate transactions, real estate litigation, property tax planning including Prop 19 issues, estate planning, and estate and trust administration.*



Successfully Dealing With Squatters

by Robert Jacobs

Believe it or not, the term "Squatter" is a recognized legal term with a specific meaning. Black's Law Dictionary 7th ed. provides the following definition: "[S]quatter - A person who settles on property without any legal claim or title." Black's also provides the following definition of "[S]quatter's [R]ights:" "The right to acquire title to real property by adverse possession . . . "

Most of us don't think of squatters as having actual legal rights in real property. But they may. As Black's infers, if a squatter remains on property long enough and otherwise satisfies all of the elements for adverse possession, then a squatter can obtain a legal title to real property. In addition to potentially gaining title through adverse possession, a squatter that peacefully occupies real property may also have a present possessory interest. Should the actual owner forcibly remove the squatter from the property, the squatter may have a legal claim against the owner for any injury to their person or property.[1] Even if the true owner only interferes with the squatter's quiet possession without injuring the squatter or their property, the squatter may have a right to sue the owner in tort for nonstatutory forcible entry *even though the squatter's possession is wrongful*.[2]

When a property owner discovers a squatter on their property, they have the option of calling the police. If the squatter has set up a tent or has otherwise started living in the property and if it's clear they have entered the property unlawfully,

then the police may either order the squatter to move out in short order or may arrest them. Sometimes a squatter will break into a property in order to gain access. They might set up a camping situation indoors in a vacant commercial building. If utilities have been shut off it may be clear that an occupant is effectively camping in the building. In these situations, the police may readily conclude that a squatter didn't enter the property with permission. But if the squatter has moved into the property so that they look like a tenant or if they entered the property by permission and have overstayed their welcome, then the police may be unable to confirm that a trespass is occurring. The police may consider the continued occupancy to be a civil matter. In that event the owner may need to file an unlawful detainer or suit for ejectment in order to have the squatter removed.

A person who enters property by permission of the owner may become a tenant pursuant to the doctrine of "Tenancy at Will."[3] A tenant who "holds over" following a termination of their tenancy occupies real property pursuant to a "Tenancy at Sufferance."[4] Local police may be unwilling to take action against such a tenant, and it's likely the property owner will need to file an action in unlawful detainer or ejectment in order to have the tenant removed.

Family properties are a common source of problems. An inability to informally resolve these problems at an early stage can lead to quiet title or trust litigation actions, including petitions under Probate Code section 850.

Here's an example. An adult child moves into the family home with Mom or Dad. Mom or Dad eventually passes away. The adult child is left as the sole occupant of the property. Mom and Dad's trust provides that the family home be liquidated and the proceeds distributed to their children in equal shares. The trustee (who is frequently one of the other children) is eventually faced with the task of liquidating and distributing the trust assets to the other children as the trust beneficiaries. When the trustee sibling informs their other sibling that they will need to move out of the parents' home, trouble can arise. The occupying son or daughter may claim that Mom or Dad promised them that they could stay indefinitely; or that they bore the burden of Mom or Dad's care for a long period of time; or that Mom or Dad promised them a disproportionate share of the house. Sometimes the resident child will produce documentation supporting their claims. Family relationships and old hurts, wounds or inequities may be brought to the surface and before long a trust litigation matter is filed and everybody is talking to each other through their lawyers. I have mediated many of these cases; while money is always important, successful resolution of such cases often requires that emotions and feelings be handled with skill, care and respect.

Anybody who has done much work with family real property transactions knows that in addition to not documenting lease arrangements or real property conveyances, families frequently forego the time and expense of preparing valid family business or estate planning documents. Family members readily convey real property interests to each other without ever documenting the intentions or agreements of the parties. This can lead to situations where family members end up occupying a family property without any kind of written lease or other documentation. Even though these family members aren't true "squatters" it can feel like they are, and this can lead to surprised, disappointed or angered family members, which often leads to trust litigation, quiet title or contract actions.

Once this happens, family members are presented with two realistic options. One is to fight it out in court. The second is to mediate early. Even though emotions can run high in these kinds of cases, the good news is that there are many variables to work with in achieving resolution. Money is always important, but successfully handling non-monetary considerations can be critical. When a party says they don't care how much money they get so long as the other party doesn't get more, it's a sure bet that emotion, respect, dignity and a sense of fairness occupy center stage in the dispute. Fortunately, such cases can often be resolved at mediation when non-monetary issues are handled with a skillful, perceptive touch.

1. Daluiso v. Boone (1969) 71 Cal. 2d 484, 499

2. Allen v. McMillion (1978) 82 Cal. App. 3d 211.

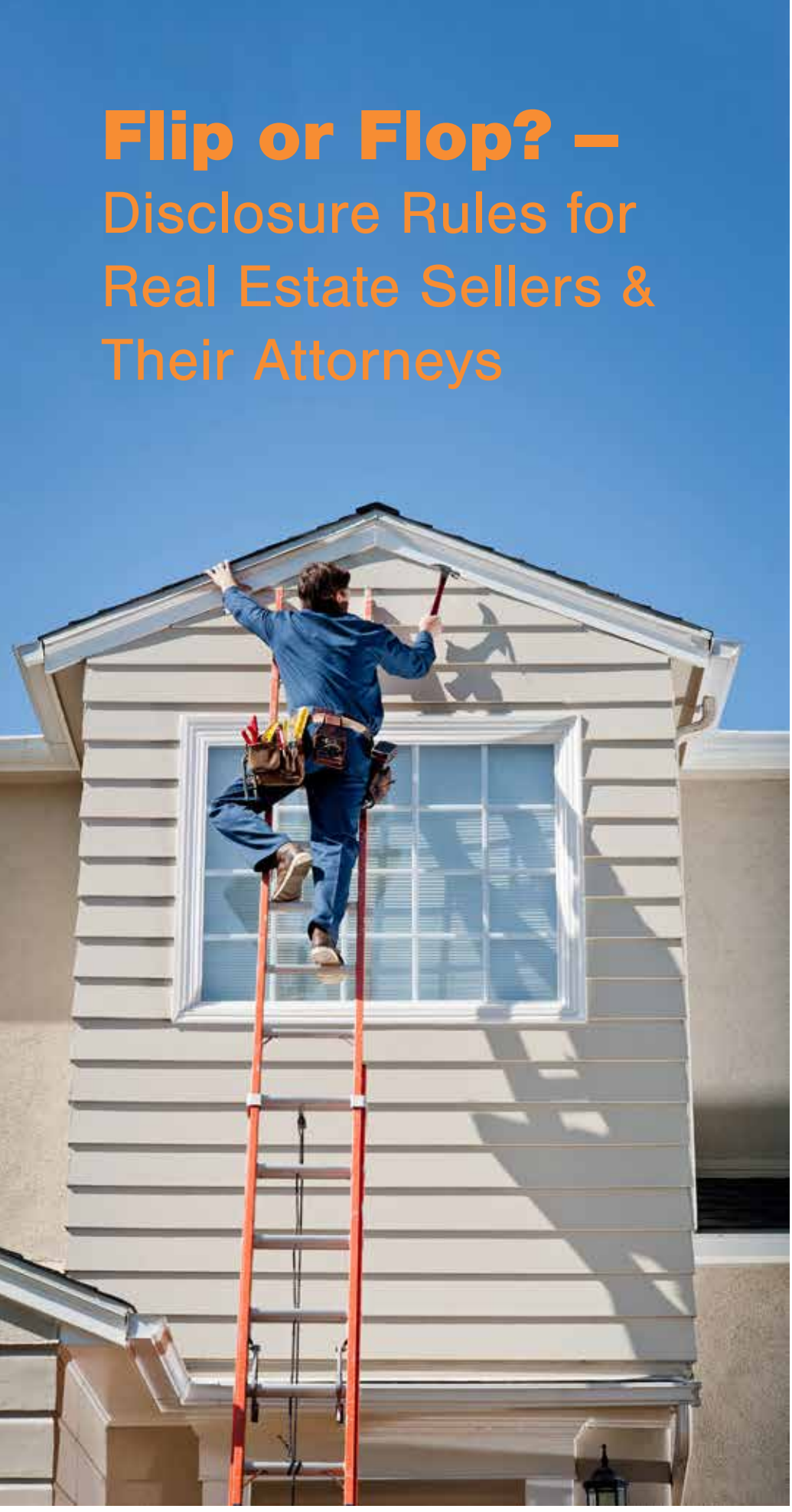
3. See Covina Manor, Inc. v. Hatch (1955) 133 Cal. App. 2d Supp. 790.

4. See Hull v. Laugharn (1934) 3 Cal. App. 2d 310, 314.

***Robert Jacobs** is a mediator and arbitrator with more than 35 years of legal experience. He regularly mediates real estate, business, construction, trust litigation, personal injury, medical malpractice and employment matters. He is affiliated with Judicate West. He can be contacted at www.mediator-arbitrator.com.*

Nothing in the foregoing article should be relied on in any given situation. Persons with questions about specific issues should consult experienced legal counsel.

Flip or Flop? – Disclosure Rules for Real Estate Sellers & Their Attorneys



by Andrew McClelland

California's legislature has recently passed several new laws that will impact residential real estate transactions in 2024 and beyond. This article examines one specific law affecting the practice of real estate flipping: buying a property with the intention of renovating and selling it quickly for a profit. As explained fully below, California Assembly Bill 968, codified into law as Civil Code §1102.6h, supplements existing residential transfer disclosure requirements, adding additional obligations for flippers for provide specific types of information related to repairs and renovations performed on properties prior to resale.

Existing Disclosure Obligations Prior to AB 968

Even prior to the passage of AB 968, residential flippers already had an obligation to disclose certain information related to repairs and renovations made to properties prior to reselling them. For example, under the existing transfer disclosure form pursuant to Civil Code §1102.6, flippers are obligated to disclose information about room additions, structural modifications, or other alterations made to residential properties which are not permitted and/or not building code-compliant.

More broadly, California courts have held that sellers of residential real estate have an affirmative duty to disclose all facts regarding conditions that materially affect the value or desirability of a property. See *Shapiro v. Sutherland* (1998) 64 Cal.App.4th 1534. This rule applies whether or not the condition falls within the categories set forth in the transfer disclosure statement.

New Disclosure Obligations Under AB 968

AB 968 was conceived by the legislature as a way to address a need for

additional disclosure requirements caused by the growing popularity of real estate flipping in California over the past several years. The short timeline involved in flipping real estate frequently leads to house flippers cutting corners by not obtaining necessary permits and inspections for the renovations, and by hiring cheap, potentially unlicensed workers to perform the actual work. The results of this process can include low quality construction work, significant costs for new owners, and potentially increased risk of liability by the sellers if the new owners take legal action against them.

The Assembly comments on AB 968 explain the need for additional disclosure requirements as follows:

> *Existing disclosure requirements do not provide information about construction work recently completed on the property.* Existing property sale disclosure requirements ask for a narrow set of information regarding work performed on the property: specifically, whether room additions, structural modifications, or other alterations or repairs were made without necessary permits. But the current disclosure requirements do not require the seller to provide information about permitted work, including the information for the licensed contractor who performed the work. Although permitting information for a property is publicly available, a homeowner looking at publicly-available permits might not know that permits are missing for work that was actually performed.

As noted above, AB 968 has been passed by the legislature and codified into law as Civil Code §1102.6h. The following is a summary of the most important and salient provisions of this new law:

- AB 968 applies to sales of residential property consisting of one to four dwelling units.
- It applies to residential property transactions where a seller accepts an offer of purchase within 18 months from the date that the seller took title to the property.
- The law goes into effect on July 1, 2024, meaning that it applies to all property sales in which the seller accepts an offer to purchase on or after that date.
- In residential transactions like those described above, AB 968 requires sellers to disclose any and all room additions, structural modifications, repairs, or other alterations to the property since the seller's purchase of the property.
- Additionally, the seller must provide copies of all permits for the described work, if any were obtained. If the seller contracted with a third party and was not provided with a copy of any permits, the seller may inform the buyer that the permits may be obtained through the third party and provide their contact information
- Additionally, where the cost of labor and materials was $500 or greater, the seller must disclose the name and contact information for each contractor who worked on the property.

The new requirements of AB 968 are meant to supplement existing disclosure requirements rather than replace them, meaning that existing requirements remain in effect if applicable to specific transactions.

Advice for Home Flippers and Buyers Purchasing From Home Flippers

The purchase and sale of residential real estate is a complicated and daunting process, and this is especially the case when dealing with recently-renovated, or "flipped," homes. I have practiced real estate litigation in the Bay Area for 15 years and handled many disclosure lawsuits during that time. Some of the main drivers of these kinds of cases are issues related to nondisclosure of defective and/or poor quality construction work performed by sellers on residential properties. Based on my experience handling these types of cases, the following is basic advice for real estate flippers and for those purchasing from flippers, in order to hopefully avoid becoming involved in disclosure disputes subsequent to a real property transaction.

Advice for flippers (and real estate professionals representing them):

- **USE LICENSED CONTRACTORS FOR MAJOR CONSTRUCTION WORK**: In California, anyone who contracts to perform construction work on a project that is valued at $500 or more for combined labor and materials costs must hold a current, valid license from Contractors State License Board. If you anticipate having major renovation work done on a property prior to resale, hire a licensed, reputable contractor to perform the work. This may lead to some added cost, but it will result in higher quality work on the home, and it will insulate you against potential liability in any future litigation or other disputes arising out of the work after the property is sold.
- **OBTAIN ALL REQUIRED PERMITS FOR RENOVATION WORK:** To the extent applicable and feasible, work with your local city government to obtain all applicable permits for the work you intend to perform on the property prior to resale.

Continued on page 24

Flip or Flop

Continued from page 23

As explained above, this may result in some additional time and costs, but it will ultimately benefit you by lowering the risk of future disputes related to unpermitted work at a property after it is sold.

- **WHEN IN DOUBT, DISCLOSE:** Even with the enhanced disclosure requirements of AB 968, many "gray areas" remain in terms of what must be disclosed during a real property transaction. Recall that, even if something may not technically fall within one of the categories listed on the transfer disclosure statement, you still may have a duty to disclose it if it constitutes a known condition which materially affects the value or desirability of a property. When in doubt, it is usually a good idea to "over-disclose" when selling a residential property, so that all parties enter into the transaction with clear eyes and with the same information in terms of all relevant information related to the property.

Advice for those purchasing from flippers (and real estate professionals representing them):

- **USE A LICENSED REALTOR:** There are several different categories of real estate professionals you can hire to represent you when purchasing a home. As a real estate litigator who deals with situations where something has gone wrong during or after the purchase process, I always recommend that prospective purchasers engage a professional to assist them in that process, and to the extent possible, they hire a licensed Realtor. Realtors undergo additional training, and are held to a higher ethical standard than other real estate professionals in terms of their representation of their clients, and this results in a higher quality of service in general, and specifically related to discussion of disclosure issues.
- **AVOID "DUAL AGENCY":** Dual agency occurs when a real estate agent represents both the buyer and the seller in a single real estate transaction. While dual agency is legal in California, it requires strict adherence to specific rules and regulations outlined in the California Civil Code. Despite these additional rules and regulations, it is my personal experience that dual agency in a real estate transaction tends to lead to an increased likelihood of disclosure issues arising after the transaction is complete, and it can limit a buyer's legal options if and when those issues do arise. I always recommend that buyers engage their own agent who represents them and only them during a transaction.
- **DO NOT WAIVE YOUR RIGHT TO HOME INSPECTION AND WALKTHROUGH:** As a prospective home buyer, you have a right to a walkthrough of the property, and you also have a right to hire a home inspector to inspect the property and prepare a report prior to completing the purchase. In some cases, purchasers may feel compelled to waive these rights in order to save time and money, or to gain an advantage over other potential purchasers of a property. Do not be tempted to waive these rights. Hire your own home inspector to prepare a report for you, read that report carefully, and ask the inspector

questions about anything you do not understand. If the home inspector recommends that you hire some kind of specialist to inspect a specific area of the property (foundation, roof, etc.), consider getting that additional report as well. This process is meant to help you gain as much information as possible about a property before you decide to purchase, and doing so will help you make an informed decision.

Andrew McClelland *is Of Counsel at Hoge, Fenton, Jones & Appel, and is a member of the firm's Real Estate and Land Use Practice Group. Andrew has been practicing law for more than 16 years. Andrew represents business and property owners to protect their interests and assets in business, real estate, and construction disputes.*

The information provided in this article does not, and is not intended to, constitute legal advice, and is meant for general informational purposes only. Readers of this article should contact an experienced real estate attorney to obtain advice regarding any particular legal matter related to the issues presented in this article.

Contra Costa County Bar Association

The Bar Fund Benefit Impact Awards

Thursday, October 24
5:30 pm - 8:00 pm
Lafayette Veteran's Memorial Center

Awards to be presented at this event:

The 4th Annual **Justice James J. Marchiano Distinguished Service Award**

This award recognizes a CCCBA member who volunteers their time, either in a legal or non-legal capacity, to improve the circumstances of others and changes lives for the better in our community. Entries accepted until September 27, 2024. Learn more: https://www.cccba.org/give-back/pro-bono-recognition/

2023-2024 **Pro Bono and Community Service Honor Roll** Recipients:

To the many CCCBA members throughout Contra Costa who have given tirelessly and with deep commitment to ensuring access to justice. Entries accepted until September 27, 2024. Learn more: https://www.cccba.org/give-back/pro-bono-recognition/

Port Chicago 50 Exoneration Awards

Building Impact Capacity Campaign:

We will be introducing and launching our 2025 Capacity Campaign to raise essential funds for Contra Costa Justice For All.

Pricing and Sponsorship Opportunities TBA. Please check the CCCBA calendar for the lateston this event. https://www.cccba.org/attorney-events/.

Contra Costa County Bar Association

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XXVI

THE JOKE SPEAKS FOR ITSELF

KICKOFF for Food From the BAR 2024

Benefitting the Food Bank of Contra Costa and Solano

Thursday, Sept. 12
Doors open at 6 pm
Show starts at 8 pm

Back Forty Texas BBQ
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Tickets: $100 each
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6:30 - 7:30 pm

Bring a can of protein
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FEATURING

Larry Bubbles Brown has appeared on over 25 tv shows (including David Letterman) and is a frequent opener for Dana Carvey and Dave Attell. He appears with Johnny Steele and Will Durst in the 2014 movie, 3 Still Standing and worked on the Dana Carvey podcast, Fantastic!

Patrick McDermott's clean, semi-absurdist writing style and unique delivery appeals to a wide range of audiences. He has performed at the San Jose Improv and San Francisco Punch line, the Cinequest Festival, as well as at corporate events and fundraisers. He opened for Louie Anderson, Rob Schneider, and Norm MacDonald.

EMCEE

Judge Steve Austin, (Ret.)

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Contra Costa County Bar Association

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The CCCBA has supported the Food Bank of Contra Costa and Solano for more than 30 years.

2024-08-07

FAMILY FUN DAY

The Women's Section hosted its 4th annual Family Fun Day at Concord Community Park on Saturday, August 24. More than 70 joined us for a great day that included a magician, face painting, petting zoo, bounce house, and delicious lunch. If you missed it, be sure to join us next year.

The Induction of Judge Nichelle N. Holmes

On Friday August 9, Judge Nichelle Holmes was inducted to the bench in the presence of the Superior Court sitting en banc. Welcome Judge Holmes!

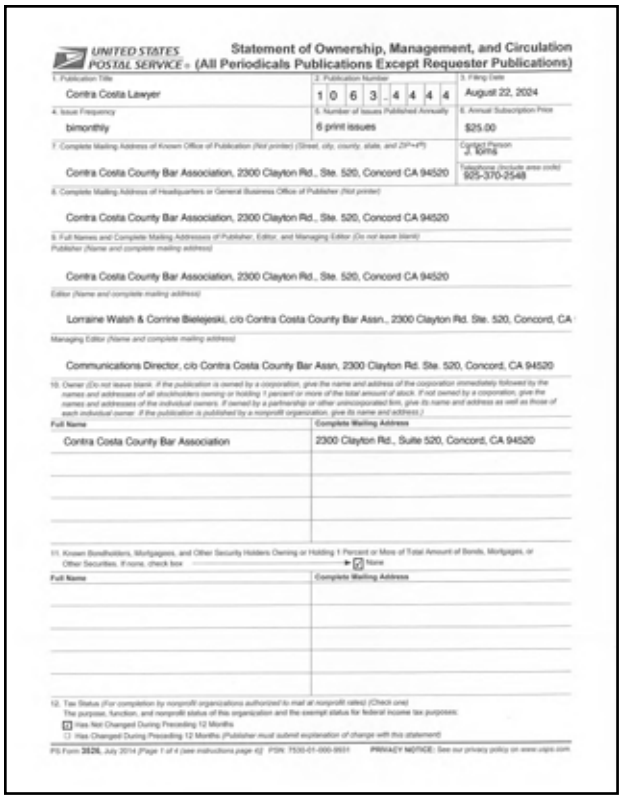
Judge Holmes before the ceremony with Judge Glenn Kim who served as MC.

Judge Holmes receives help from her children with her judicial robe.

She accepts the gavel from CCCBA Board President David Pearson.

Judge Teri L. Jackson, Presiding Justice of the First District Court of Appeal, Division 5 in California administered the oath of office.

Annual Statement of Ownership and Circulation



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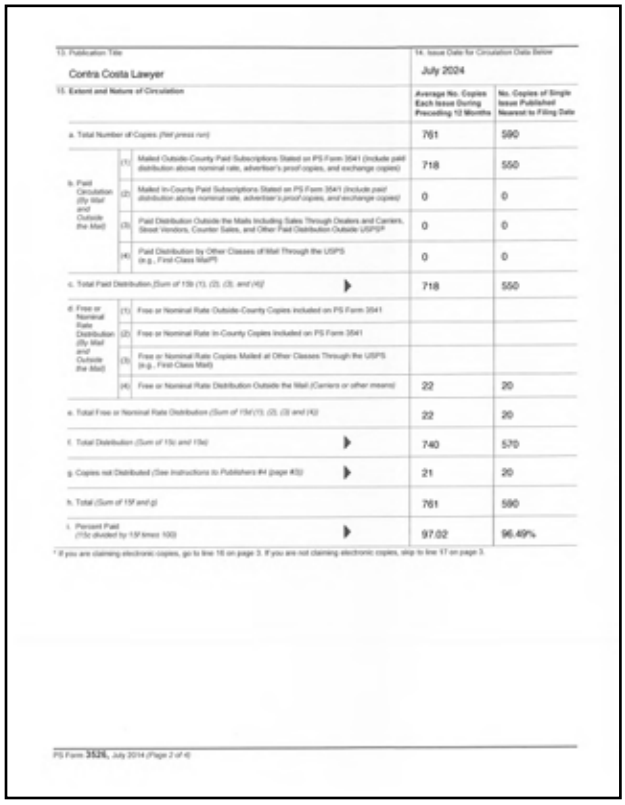

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	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	0	0
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f. Total Distribution (Sum of 15c and 15e)		740	570
g. Copies not Distributed (See Instructions to Publishers #4 (page #3))		21	20
h. Total (Sum of 15f and g)		761	590
i. Percent Paid (15c divided by 15f times 100)		97.02	96.49%

* If you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.

PS Form 3526, July 2014 (Page 2 of 4)

CALENDAR

UPCOMING EVENTS | OVERVIEW

The Contra Costa County Bar Association certifies that the MCLE activities listed on pages 29 and 30 have been approved for the specific MCLE credit indicated, by the State Bar of California, Provider #393.

September 12 | CCCBA

Comedy Night 2024 Res Ipsa Jokuitor XXVI (In Person)

Featuring Larry Bubbles Brown and Patrick McDermott

6:00 pm – 9:30 pm | Back 40 Texas BBQ, 100 Coggins Drive, Pleasant Hill
$100 per person, $1000 for a table of 10

Sponsors: Miller Starr Regalia | Newmeyer & Dillion LLP | Steele Law Group

For more information, see page 26.

September 13 - October 14

Food From the Bar Fundraising Drive (online)

CCCBA is partnering with the Food Bank of Contra Costa and Solano for this annual event. Make sure your firm is signed up here: https://www.foodbankccs.org/events-promotions/food-from-the-bar/

September 17 | DEI Committee

Just Cause: The Experience
(Webinar)
Noon – 2:30 pm | 2 hours Elimination of Bias MCLE credit | Free CCCBA members, $20 nonmembers

September 19 | Tax Section

Tax Considerations of a Business Acquisition (Hybrid)
Speaker: Jen Bogart
11:45 am – 1:15 pm | 1 hour General MCLE credit | CCCBA First Floor Building Conference Room, 2300 Clayton Road, Concord | Free CCCBA members, $25 nonmembers

September 26 | Women's Section

2024 Women's Section Annual Awards Dinner

(In Person)
5:30 pm - 7:30 pm | Massimo Restaurant, 1604 Locust St., Walnut Creek | $75 for Judges and members of the Barristers Section, $90 Women's Section, $100 CCCBA members, $125 nonmembers

October 1 | CCCBA

Neuro-Divergence in the Practice of Law (Webinar)
Speakers: Jessica Hicksted, PhD and Erik N. Weber
It might be your partner, it might be your client, it might be opposing counsel or their client, but neurodiversity is everywhere, and our differences affect how we engage with others and how others engage with us. The DEI Disability Rights Committee presents a brief primer on some of the prevalent types of neuro-divergence and how these can affect your practice of law.

Noon - 1:15 pm | Details TBA

October 8 | CCCBA

Brown v The Board of Education (Hybrid)

The program will trace the five cases around the country that went up to the Supreme Court together, with Brown as the lead case. By covering the trial court proceedings, we hope to emphasize the bravery of the litigants who risked so much to change America, and of course, we want to portray the Supreme Court proceedings that in fact did so. 5:30 pm -7:30 pm | Details TBA

October 9 | Senior and Solo Sections

Senior and Solo Section Fall Mixer (In person)

5:00 pm - 7:00 pm | Sauced BBQ & Spirits, 1410 Locust St., Walnut Creek

October 17 | Alternative Dispute Resolution Section

Annual ADR Dinner (In person)

Speaker: Judge Anita Santos (Ret.)
1 hour MCLE credit | Details TBA

Continued on page 30

For more information on these programs, please contact Sarah Marin
CCCBA Section and Events Manager at smarin@cccba.org or (925) 849-8849 or check the calendar www.cccba.org/attorney-events

CLASSIFIEDS

2 OFFICE SPACES AVAILABLE

Where: 3445 Golden Gate Way, Lafayette

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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.

ADVERTISING SPACE AVAILABLE

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.

October 24 | CCCBA

Bar Fund Impact Awards
(In person)

Awards to be presented:
- Justice James J. Marchiano Distinguished Service Award
- Pro Bono and Community Service Honor Roll
- Port Chicago 50 Exoneration Awards

5:30 pm - 8:30 pm | Lafayette Veterans Memorial, 3780 Mt. Diablo Blvd., Lafayette | Details TBA

November 8 | CCCBA

MCLE Spectacular 2024
Engaging Excellence for 30 Years (Hybrid)

8:30 am - 5:30 pm | Concord Hilton, 1970 Diamond Blvd., Concord | Details TBA

November 14 | CCCBA

Bits & Bites with the Bench: Judges Night (In Person)

Details TBA

December 12 | CCCBA

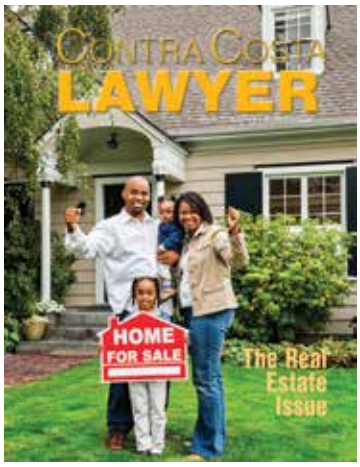
CCCBA Holiday Party (In Person)

Details TBA

Advertiser Index

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 at www.cccba.org/flyer/2024/cccba-adkit-2024.pdf

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

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