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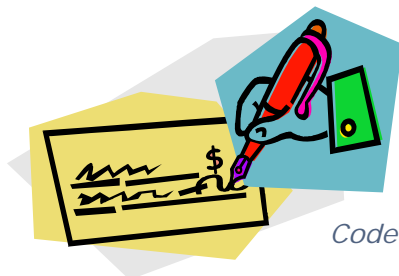
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This is a relatively straightforward case. It deals with a possible violation of the *Labor Code*.

In this case we are dealing with a collective bargaining agreement and vacation pay. Notably, "Unless otherwise provided by a collective bargaining-agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment..."

The law does not require that an employer provide its employees with any paid vacation at all. Rather, the statute states, "whenever" an employer provides vacation benefits, certain requirements must be met when the employment terminates. However, the law does not require that an employer include a paid vacation as a portion of his employee's compensation.

Actually, an employer is entitled to adopt a policy specifying "the amount of vacation pay an employee is entitled to be paid as wages," depending on length of service. The law permits an employer to offer a new employee no vacation time. If there is an express written policy in place, employees cannot claim any right to vested vacation during their initial employment, because they knew in advance that they would not earn or vest vacation pay during this period.



WINE



I was walking down the street when I was accosted by a particularly dirty and shabby-looking homeless woman who asked me for a couple of dollars for dinner.

I took out my wallet, got out ten dollars and asked, 'If I give you this money, will you buy wine with it instead of dinner?'

'No, I had to stop drinking years ago,' the homeless woman told me..

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'Will you use it to go shopping instead of buying food?' I asked.

'No, I don't waste time shopping,' the homeless woman said. 'I need to spend all my time trying to stay alive.'

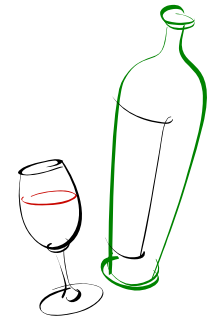
'Will you spend this on a beauty salon instead of food?' I asked..

'Are you NUTS!' replied the homeless woman. I haven't had my hair done in 20 years!'

'Well,' I said, 'I'm not going to give you the money. Instead, I'm going to take you out for dinner with my husband and me tonight.'

The homeless woman was shocked. 'Won't your husband be furious with you for doing that? I know I'm dirty, and I probably smell pretty disgusting.'

I said, 'That's okay. It's important for him to see what a woman looks like after she has given up shopping, hair appointments, and wine.'



POWER LINE INJURY

Ten-year old Joshua Jackson was flying a kite in his friend's backyard. The kite got stuck in an electrical power line that crossed over the neighboring property owned by the friend's grandmother, Eve Prince. Jackson suffered severe injuries when he tried to get the kite down using an aluminum pole.

A guardian ad litem (someone appointed by the court to represent the interests of a child) filed an action on Jackson's behalf against PG&E, who owned an easement to construct and maintain electrical power lines across the Prince property.

The Court of Appeal upheld the trial court's decision that PG&E was immune from liability to Jackson as a result of the "recreational use immunity statute." The court stated that Jackson's attempted retrieval of the kite was a "recreational use of property" which was immune. This case was then closed.

Jackson's guardian ad litem then filed a premises liability action against Prince. That complaint alleged that Jackson was "expressly invited" to use Prince's

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property, and that Prince knew or should have known that the lines hanging low over the property were high voltage power lines. The argument was that this created a foreseeable risk of injury or death should the metal pole be raised near the lines for any purpose. That is to say that Joshua Jackson should have known the risk of flying a kite and therefore he assumed the risk. She kept the metal pole there to shake nut trees that were on her property.

Prince filed a cross-complaint against PG&E. She alleged that PG&E owned the easement and it was their responsibility to maintain the power lines. Therefore it was their breach that has caused her this lawsuit. The main grievance of her cross-complaint was equitable indemnity (meaning the court should protect her from losses that have occurred even though there was no formal agreement). The case went all the way to the Court of Appeal who found in favor of PG&E stating that just as PG&E was protected from Jackson, they were also protected from Prince since the accident occurred during recreational purposes.

Of all the blonde jokes, this one has to be one of the best -- because it makes football make sense!



A guy took his blonde girlfriend to her first football game. They had great seats right behind their team's bench. After the game, he asked her how she liked it.

"Oh, I really liked it," she replied, "especially the tight pants and all the big muscles, but I just couldn't understand why they were hurting each other over 25 cents."

Dumbfounded, her boyfriend asked, "What do you mean?"

"Well, they flipped a coin, one team got it and then for the rest of the game, all they kept screaming was... 'Get the quarterback! Get the quarterback!' I'm like...Helloooooo? It's only 25 cents!!!!"



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CALIFORNIA CONTRACTORS STATE LICENSE BOARD



CERTIFICATE OF APPRECIATION

Presented June 24, 2010 to

Sam Abdulaziz

This certificate is given with great appreciation to Sam Abdulaziz for his many years of dedication to the construction industry, and particularly for providing his legal expertise, policy input, and support of board members and staff.

As a result of your diligence and dedication, consumers, contractors, and UCLA alumni have benefitted from your efforts. We extend our sincerest gratitude.

Stephen P. Sands

STEPHEN P. SANDS, Registrar

Edward E. Barnes

EDWARD "EDDIE" BARNES, Board Chair



Left to right - Brian Stiger, Director of the Department of Consumer Affairs, Sam Abdulaziz and Eddie Barnes, CSLB Chair

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