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CALIFORNIA CONSTRUCTION LAW

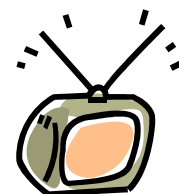


It is time to place your orders for the book *California Construction Law* written by Sam Abdulaziz and edited by Ken Grossbart and Bruce Rudman. This book is updated every year to reflect the new laws. Starting January 1, 2011, new laws go into effect for Mechanic's Liens and this book walks you through the entire process. If you have not ordered your books yet, please contact Debbie or Teresa by phone at (818) 760-2000 or email Debbie at dk@agrlaw.net or Teresa at tw@agrlaw.net for how you can obtain your copy of this very informative book.



HERE COMES LARRY

The math teacher saw that Larry wasn't paying attention in class. She called on him and said, "Larry! What are 2 and 4 and 28 and 44?" Larry quickly replied, "NBC, FOX, ESPN and the Cartoon Network!"



WHAT IS DISCOVERY?

Many times while representing a client in a lawsuit when the discovery process begins, the clients have never heard the term "discovery" before. Basically, discovery is a gathering of information. It is conducted between parties before a case goes to trial so that all sides can gather information from the other parties and begin to prepare for trial. Sometimes the discovery process is beneficial in negotiating settlements before the case goes to trial. If not, the parties have sufficient information to proceed to trial. There are many different types of discovery that can be used. Some of the more common discovery tools are listed below:

- Interrogatories – Interrogatories are simply written questions from one party to another that must be answered (in writing) under oath.
- Requests for Admission – Requests for admission are where one party asks another party to admit or deny various facts in the case.

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- Requests for Production of Documents – Requests for production of documents are where one party asks another party to produce specific written documents or physical evidence that might be important in the case. These can include such things as letters, building plans, contracts, photographs, notes, etc.
- Deposition – Depositions are oral testimony that is taken under oath where one party can ask questions to obtain information and facts relevant to the case. Depositions can be conducted upon other parties to the case as well as witnesses.



LARRY'S AT IT AGAIN!

Little Larry attended a horse auction with his father. He watched as his father moved from horse to horse, running his hands up and down the horse's legs and rump, and chest. After a few minutes, Larry asked, "Dad, why are you doing that?" His father replied, "Because when I'm buying horses, I have to make sure that they are healthy and in good shape before I buy." Larry, looking worried, said, "Dad, I think the UPS guy wants to buy Mom".



WORKERS' COMPENSATION TEMPORARY DISABILITY BENEFITS BASED ON "AVERAGE WEEKLY EARNINGS"

Although this case deals with jury duty, it defines and discusses how to determine compensation for injured employees. In this 2006 case, an employee hurt his back while on jury duty. During that period of time, the injured employee was receiving \$5.00 per day for jury duty. However, his actual employment wages were much greater than that. How much compensation would he receive?

It was decided by the court that an employee's earning capacity should be based on an employee's full-time, regular job before and after the injury and not be limited to the actual earnings on the day of the injury (in this case jury duty). Having the earning capacity be limited to the earnings on the day of the injury would be unreasonable.

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OH NO LARRY!

A new teacher was trying to make use of her psychology courses. She started her class by saying, "Everyone who thinks they're stupid, stand up!" After a few seconds, Little Larry stood up. The teacher said, "Do you think you're stupid, Larry?" "No, ma'am, but I hate to see you standing there all by yourself!"



SEMINARS

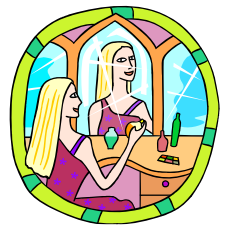
Sam Abdulaziz is passing the popular Mechanic's Lien seminar torch to his long time partner Ken Grossbart. Sam and Ken have been partners for close to 30 years. We have had great reviews on the Mechanic's Lien and other seminars that Ken has done this past year. If you would like to host a Mechanic's Lien seminar for your organization please contact our office to set it up. Don't forget that there are many changes to the Mechanic's Lien laws, including a new form, that goes into effect in 2011.

If your organization is interested in other topics besides Mechanic's Liens, please contact our office to discuss possible topics.



WATCH OUT LARRY!

Larry watched, fascinated, as his mother smoothed cold cream on her face. "Why do you do that, mommy?" he asked. "To make myself beautiful," said his mother, who then began removing the cream with a tissue. "What's the matter," asked Larry "Giving up?"



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AN INSURER MAY NOT BE REQUIRED TO PAY 100% OF THE REASONABLE REPAIR COSTS INCURRED

Infinity Insurance Company (Infinity) issued a policy, which essentially would require Infinity to pay to Eugene Maystruk (Maystruk), 80% of the charges if the insured chose to utilize a repair facility that was not an RSVP shop.

An RSVP shop was defined as an automobile repair shop that had contracted with Infinity to repair the insured's car. After Maystruk's vehicle sustained damages due to an accident, Maystruk filed an action against Infinity alleging that the policy violated a portion of the Insurance Code. The portion of the relevant insurance code keeps an insurer from limiting payment of cost to those that would have been incurred had the vehicle been repaired at the insurer's chosen shop.

The Appellate Court agreed. *Insurance Code* section 758.5 states that the insurer is required to pay 100% of the repair costs when the insured accepts the insurer's recommendations to make repairs at a specific shop. In this case, Maystruk argued that section 758.5 also requires the insurer to pay 100% of the repair cost incurred for a non-RSVP shop. This would not be true if the chosen repair shop was one chosen by the insured.

However, the court found nothing in section 758.5 that required the insurer to pay all costs regardless of where the vehicle was taken. Therefore, the additional costs were not due to be paid by Infinity to Maystruk.



LARRY ARE YOU DONE YET?

Larry's kindergarten class was on a field trip to their local police station where they saw pictures tacked to a bulletin board of the 10 most wanted criminals. One of the youngsters pointed to a picture and asked if it really was the photo of a wanted person. "Yes," said the policeman. "The detectives want very badly to capture him."

Larry asked, "Why didn't you keep him when you took his picture?"



WORKBOOKS

Did you know that Abdulaziz, Grossbart & Rudman puts out a Mechanic's Lien Workbook and CD in addition to our *California Construction Law* book?

The workbook and CD includes a comprehensive Mechanic's Lien, Stop Notice, and Payment Bond primer along with 18 of the most common forms used by contractors and material suppliers, including the new Mechanic's Lien form that goes into effect January 1, 2011. The CD contains each of the forms in a "fill in the blank" format.

If you are interested in ordering the workbook or would like more information, please contact Teresa for more information at tw@agrlaw.net or (818) 760-2000.

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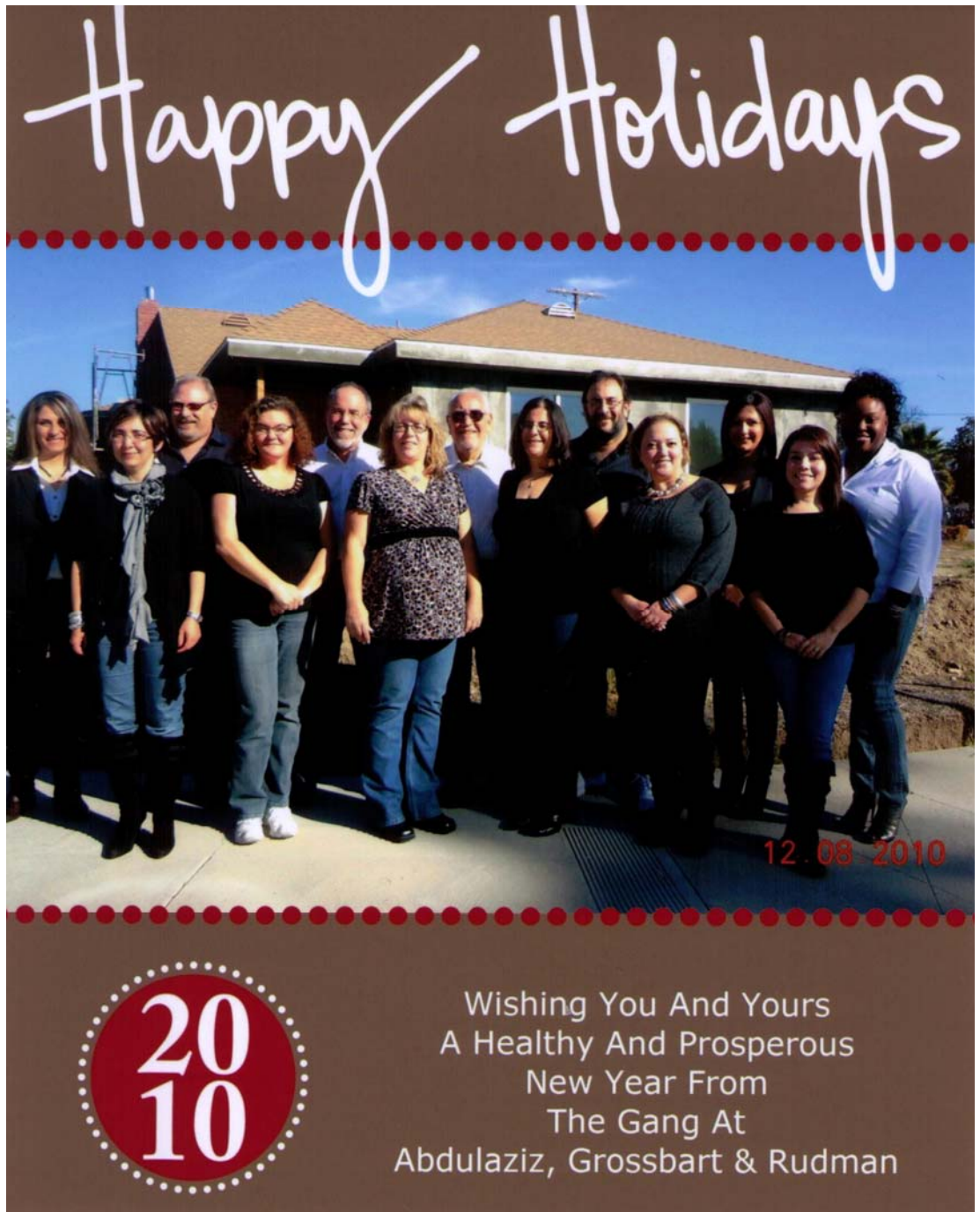
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*From all of us at
Abdulaziz, Grossbart & Rudman,
we would like to take this time to thank you for your
friendship and business throughout the year. We wish
you and yours a happy and healthy holiday season
and a wonderful New Year!!!!*