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SUMMERTIME IS VACATION TIME ... EMPLOYERS CAN START NOW TO COMBAT THOSE VACATION WOES

Summertime is vacation time. It can also be a troublesome time for an employer when a large portion of the workforce asks to take vacation during the same two to three-month period. During summer months and other popular vacation times, it is important for an employer to take control of the onslaught of vacation requests, while complying with the very specific laws on vacation leave.

It is not mandatory in California for an employer to provide vacation leave, paid or unpaid, to its employees. Nevertheless, most employers choose to provide some type of vacation leave or personal time off to maintain productivity and morale in its workforce. Once an employer elects to provide vacation leave, its leave policy is subject to very specific statutory restrictions, and it is required to comply with its policy when considering requests for time off.



The following is a list of considerations for drafting and implementing a proper vacation leave policy:

- ✘ Maintain a written vacation leave policy (preferably in your Employee Handbook) and distribute it to all covered employees. Ensure all employees sign an acknowledgement for receipt of the handbook.
- ✘ Specify the amount of vacation leave provided to each classification of employee and explain how it accrues.
- ✘ State whether any classifications of workers (e.g., part-time, temporary or piece-work) are excluded from the vacation policy.
- ✘ Indicate whether the vacation policy excludes probationary, introductory or new employees and the length of that exclusion. Clearly state that such employees will start to accrue earned vacation time after the exclusion period is completed. If the accrual date is not specifically stated, employees will be entitled to prorated vacation benefits for the exclusion period in the event that their employment is terminated.

- ☒ State that vacation leave is subject to approval by the employer, provide the manner for obtaining approval, and set forth factors that will be taken into account when considering requests for vacation leave.
- ☒ State that the employer may restrict the dates and duration of vacation.
- ☒ Set a reasonable cap or limit on the amount of vacation time an employee can accrue, and prohibit the further accrual of vacation until leave is taken sufficient to bring the employee below the maximum accrual. (**“Use it or lose it” policies are illegal in California.**)
- ☒ If desired, allow employees to cash-out vacation time which has accrued and vested, or which has accumulated in excess of the cap, in lieu of taking time off.
- ☒ Do not require employees to receive vacation pay in lieu of taking vacation time off.

Upon cessation of employment, an employee is entitled to be paid for all accrued but unused vacation time at the rate of pay in effect at the time of termination. Vacation pay is treated in the same manner as “wages” and will subject the employer to waiting time penalties if not timely paid.

SUPREME COURT DECIDES ADA CASE

High Court Finds Seniority System Will Usually Prevail Over Need To Accommodate

On April 29, 2002, the United States Supreme Court decided the case of *U.S. Airways, Inc. v. Barnett*, in which it was faced with the question of whether the Americans with Disabilities Act (“ADA”) requires an



employer to reassign a disabled employee as a reasonable accommodation, even though another employee is entitled to hold that position under an established seniority system. In this case, the employee had injured his back and could no longer perform the functions of his job as a cargo-handler. He thus transferred to a less demanding position in the mailroom. When that position,

along with others, became open to seniority bidding under the employer’s seniority system, the employee requested an exception to the policy as a reasonable accommodation for his disability. After consideration, the employer decided not to make an exception, as it would be an undue burden, and terminated the employee.

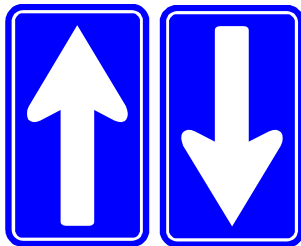
In his ADA lawsuit, the employee argued that the employer failed to provide a reasonable accommodation, namely, to make an exception to the seniority system and allow him to keep his position. The employer argued that it did not have to provide the requested accommodation since it would be an undue hardship for the employer to provide an exception to its established seniority system. The District Court found in favor of the employer holding that, as a matter of law, altering the employer’s seniority system would result in an undue hardship. The Ninth Circuit Court of Appeals, which covers California, reversed and held that the seniority system was only one factor in determining whether an accommodation would create an undue hardship on an employer and that the lower court needed to utilize a more fact-intensive analysis on the issue of undue hardship.

In a 5-4 decision, the United States Supreme Court held that a seniority system will prevail in most cases. However, it also left open the possibility that, in some situations, an employee may be able to show that providing an exception to a seniority system is not an undue hardship on the employer. For example, such an exception may be proven through evidence that the employer made exceptions to the seniority system in the past or that the employer has retained the right to unilaterally change the seniority system and has exercised that right. Such conduct by the employer serves to reduce an employee’s expectations that the seniority system will be followed and reduce any likelihood that the requested accommodation will make any difference, let alone be an undue burden.

Keep your eyes open for how the California state courts will react to this case.

NOTE: In California, the employer has an affirmative duty to engage in a good faith interactive discussion with the employee about needed reasonable accommodations.

THE UPS AND DOWNS OF WORKERS' COMPENSATION



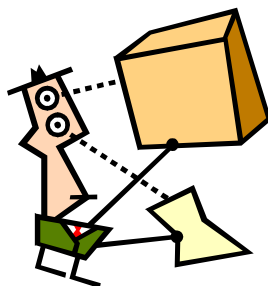
Beginning on January 1, 2003, the maximum weekly workers' compensation benefit for employees who are temporarily totally disabled will increase from \$490 to \$602. That rate will increase again to \$728 in 2004 and \$840 in 2005. The weekly benefit rate for permanent partial disability will gradually increase by 2006 from the current \$170 to \$230.

Among other changes, this new law will allow injured workers to select a lump sum payment of \$10,000 instead of pursuing vocational rehabilitation training. It will also increase funding for investigations and prosecution of non-complying employers, and will increase penalties assessed against such employers.

While the Legislature has upped entitlement to compensation, a California court recently narrowed recovery for psychiatric injuries. In *Lockheed Martin v. WCAB*, decided on March 19, 2002, a court of appeal found that an employee claiming a psychiatric injury, either as an independent claim or as a component of a physical injury, must establish that actual events of employment constitute more than 50 percent of the total cause of the psychiatric injury.

BACK TO SQUARE ONE - IWC CONFIRMS WEEKLY DEDUCTIONS

This time last year, we reported on the controversial opinion letter from the desk of the Industrial Welfare Commission ("IWC") Labor Commissioner's former legal counsel, Miles Locker, which stated that exempt employees in California must receive their full monthly salary for each month in which they



perform any work. Soon thereafter, we reported that Labor Commissioner Arthur Lujan withdrew that opinion letter pending resolution of the issue by the IWC. After several public hearings and written commentary, Labor Commissioner Lujan issued his own opinion letter on March 1, 2002, stating that an exempt employee must receive their full weekly (not monthly) salary for each week (not month) during which the exempt employee performs any work. Therefore, the IWC confirms the historical practice that, with some exception, deductions from salaried workers' pay must be made on a weekly basis. The exceptions include leave for one or more days of sick time under a sick leave policy, FMLA/CFRA leave, vacation, personal leave, holidays and full days not worked in the first and final week of employment. An employer cannot make deductions for any part of a week not worked which is caused by the employer, when the employee otherwise is ready, willing and able to work.

PROTECT YOUR BUSINESS WHEN YOUR EMPLOYEES LEAVE: NONDISCLOSURE, NONSOLICITATION AND NONCOMPETE AGREEMENTS



You cannot keep every employee forever. Even the best and most loyal employees may some day pack up their personal possessions, clean out their desks and leave for another job opportunity, possibly with one of your competitors. It has become more critical in recent years, with the increased frequency of job hopping, for companies to assure that their employees do not walk out the door and take with them the company's best customers and the employee's best co-workers. Employers today must take affirmative measures to protect their trade secrets and their workforce from potential unfair business practices of former employees and competitors. A simple way to protect your business is to have your employees sign nondisclosure and nonsolicitation agreements when they start their employment with the company or when they are given a pay increase. In very limited circumstances, a noncompete agreement may be advisable.

Nondisclosure: The letter of the law itself protects an employer against misappropriation of trade secrets by its former employees and prohibits use of such trade secrets to engage in unfair competition. We recommend, however, that all employers have their employees sign a separate written agreement, which provides employees with notice of the law and the employer's expectancy of nondisclosure of trade secrets. Trade secrets are defined to include a "formula, pattern, compilation, program, device, method, technique, or process" which maintains an economic value from not being disclosed to the public and for which efforts are made to maintain its secrecy. Trade secret classification is determined on a case-by-case basis. For example, a customer list is not automatically considered a trade secret. The information contained in the list must still fit the above definition. Accordingly, it is important to advise employees from the start of employment exactly what information the company considers to be trade secret and confidential. That way, the employees are expressly placed on notice that they are not to divulge that information to others, even after the termination of their employment.

Nonsolicitation: An employer should likewise have its new and current employees sign an agreement that, upon departure from the company and for some reasonable period after departure, he or she will not solicit clients and will not attempt to influence co-workers to leave the company. Without such an agreement, it is legal for former employees to solicit former co-workers to leave, assuming there is no other improper conduct involved.

Noncompetition: As a general rule, a "covenant not to compete" is not enforceable under California law, as it is against public policy in California to restrain employees from engaging in a "lawful profession, trade or business." One of the only times a covenant not to compete will be enforced is when it is intended to protect an inevitable disclosure of confidential information or trade secrets acquired by former employees. **This exception is extremely narrow.** An employer should never have their employees sign a covenant not to compete without close scrutiny by legal counsel. An employer which uses an illegal noncompete agreement may be opening itself up for a lawsuit, particularly if it has misled

its employees (which could void the entire agreement) or if it bases an employment decision on the employee's refusal to sign (which is a violation of public policy).



What Should You Do To Protect Yourself?



- Have your employees sign both a nondisclosure and a nonsolicitation agreement and, in rare circumstances, a noncompete agreement, upon hiring or with an annual increase or bonus.
- Review your company policies, handbooks, employment agreements, and other documents for any language restricting an employee's ability to work and have legal counsel advise on what modifications should be made.
- If you want employees to agree to a noncompete, it must be drafted narrowly and carefully, and should associate the noncompete agreement to the need to protect your trade secrets or confidential information.

What Should You Do With New Employees?

Now that nondisclosure and nonsolicitation agreements are widely used, a hiring employer must protect itself against potential violations by the new employee of any agreements he or she signed at a former workplace. This is especially true if that new employee has just left a competitor. As the new employer, you should:

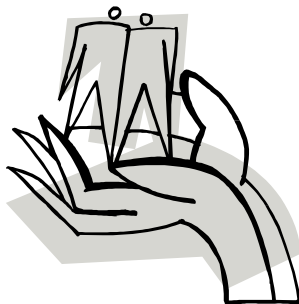


- Request to review any documents which the new employee signed at his or her former employment that potentially could contain these types of agreements.
- Determine which state's law will apply (refer to legal counsel).
- Assure that the new employee is not breaching any enforceable noncompete agreements by virtue of his or her employment with you.

- Take all necessary steps to verify that the new employee is not using the trade secrets of his or her former employer and is not soliciting former clients or co-workers in violation of any agreement.
- Have the new employee sign a warranty that, by his or her employment with your company, he or she is not knowingly violating any of the agreements with any previous employer. The new employee should also warrant that he or she has not taken any confidential, proprietary or trade secret information from any prior employers, and, in any case, will not knowingly disclose such information or improperly use any such information on behalf of the new employer.

EMPLOYERS JOIN FORCES TO STOP IDENTITY THEFT

It makes the news almost every day. The crime *de jour* in this technology age is identity theft – a growing crime in which someone’s identity as determined by social security and various card numbers, is stolen and used by an imposter. The California Legislature has made recent efforts to prevent identity theft and mitigate any resulting damages. These new laws apply equally to employers.



I. NEW REQUIREMENTS FOR BACKGROUND CHECKS AND INVESTIGATIONS OF JOB APPLICANTS AND EMPLOYEES

Effective January 1 of this year, the obligations of an employer requesting a background check or investigation have changed.

What Was the Law?

California law limits an employer from making employment-related decisions based upon lawful activities during nonwork time. It likewise limits the procedures used by employers who seek background checks and investigations of applicants to determine possible unlawful activity.

Comprehensive federal and state statutes such as the Fair Credit Reporting Act (FCRA), 15 U.S.C. Section 1681 *et seq.*, and the California Investigative Consumer Reporting Agencies Act (ICRA), Cal. Civil Code Section 1786 *et seq.*, require circumspection in the scope of such investigations and specific notification requirements to employees whose terms of employment are effected by a report from a credit reporting agency.

Why the Change?

State Assembly Bill 655, which amended the ICRA, was signed into law virtually unopposed. Presumably, there was no opposition because the bill was viewed as a reasonable attempt to uncover and stop identity theft crimes and minimize the effect on the victims of such crimes. The legislative intent was evidently to allow those adversely affected by a report of poor credit history, poor character or undesirable background to locate the source of the adverse information reported.

What Has Changed for Employers?

The new amendment imposes additional requirements on employers who use an outside agency to conduct background investigations on applicants and employees and who perform in-house investigations. An employer must now comply with all of the following requirements, under FCRA and ICRA, or be subject to significant penalties and damages:



- Obtain prior written authorization from applicants and current employees when the employer plans to have a third-party agency conduct a background check or investigation.
- Certify to the investigating agency that the employer will comply with the notice requirements.
- Provide the applicant or employee with a specific written notice (including information on the investigating agency, the nature and scope of the investigation and a summary of the employee’s rights) within three days of the employer’s request for a background check.

- Respond to any inquiries of the applicant or employee within 5 days.
- Before taking any adverse action, provide the applicant or employee with a copy of the report, regardless of whether the employer relied on the report in making an adverse employment determination and a copy of the employee's rights. This must be done at the first meeting with the applicant or employee after receipt of the report or within seven (7) days of receipt, whichever occurs first.
- Provide the applicant or employee with a copy of any communication between the employer and the agency specifying the purpose, nature or scope of the investigation.
- When performing in-house background checks and investigations, an employer must provide the applicant or employee (orally or in writing) with the discovered information at the first meeting after receipt of the information or within seven (7) days of receipt of the information, whichever is earlier.

Take Action

- Review your background check and investigation policies for compliance with the new law.
- Advise applicants and employees of your background investigation policies and procedures.
- Assure that your managers comply with your policies and procedures.
- Contact your employment counsel to assist you in auditing your policies and procedures.

The Future

The author of the amendment has already promised an emergency clean-up bill to clarify the new requirements of the ICRA and to clarify the scope of the law, disclosure requirements, and when penalties and lawsuits are appropriate.



II. NEW RESTRICTIONS ON USE OF SOCIAL SECURITY NUMBERS



Recently enacted Senate Bill 168, effective July 1, 2002, attempts to minimize the risk of identity theft by restricting an employer's use of social security numbers. This new law prohibits an employer (among other entities) from doing the following:

- Publicly communicating an individual's social security number by any means.
- Printing an individual's social security number on any card required to access products or services.
- Requiring a person to send his or her social security number over the internet unless the internet connection is either secure or the number is encrypted.
- Requiring a person to use a social security number to access a web site unless a password or some other type of personal identification number or device is used.
- Printing an individual's social security number on any materials mailed to the individual unless required by state or federal law. (Applications and forms sent through the mail, however, may include social security numbers.)

The new law contains a grandfather clause which allows an employer that has used a social security number in a manner that would otherwise violate the new law to continue such use if all the following conditions are met:

- There is no break in the otherwise prohibited use of an individual's social security number.
- The affected individual is provided with an annual disclosure statement that advises that they can request that the employer cease the otherwise prohibited use of the social security number.

- Any request to stop the use of the social security number must be implemented within 30 days of receipt of the request without charging a fee to the individual making the request.
- The employer may not deny services to the individual who made a request to stop because of that request.
- If an employer discontinues the use of social security numbers which is subject to the grandfather clause, such use cannot later be re-instituted.

The new prohibitions do not apply to documents that are recorded or are otherwise required to be accessible to the public. They also do not apply to the “collection, use, or release of a social security number as required by state or federal law or the use of a social security number for internal verification or administrative purposes.” These exceptions are somewhat vague as applied to employers; however, they could serve to provide a defense to a claim that an employer improperly used or required the use of an employee’s social security number. Given the purpose of the act, the exceptions will probably be construed narrowly and, as such, employers would be wise to minimize as much as possible the use of social security numbers for internal verification, administrative or other purposes.

What Should an Employer Do?

- Immediately review the use of employees’ social security numbers to assure compliance with this new law and make any necessary changes. (Mere identification of social security numbers on human resource documentation is still appropriate.)
- Review your employment records to ascertain the existence of non-compliant social security number usage and make any necessary changes.



- Review your information transmission systems to identify potentially noncompliant social security number usage and make any necessary changes.

BURN IT? SHRED IT? KEEP IT?



DESCENDING FROM MOUNT PAPERWORK, Part II

This is the second part in our series reviewing the need to retain all records that various laws require employers to create. This installment looks at wage and hour records, workplace safety records, workers’ compensation records and other specialized requirements.

Wage and Hour Records

Fortunately, there is not much difference between time limits for which various payroll records are required to be kept pursuant to the Federal Fair Labor Standards Act (“FLSA”) and California’s Industrial Welfare Commission (“IWC”) Wage Orders.

Records to Keep for Three Years:

Both the Code of Federal Regulations, 29 C.F.R. sections 516.5 through 516.7, and California’s Code of Regulations, 8 C.C.R. sections 11,000 through 11,150 require that the following wage records be kept for three years from the date of last entry:



- Records reflecting the full name, address, occupation and social security number of the employee.
- Time records reflecting the beginning and ending of each shift, including meals, split shift intervals and total work hours.

- Records indicating hours worked in each payroll period.
- Records stating total wages paid during each payroll period.
- Records that reflect how earnings are computed (California law).
- Records illustrating the calculation of non-voluntary compensation, including the value of lodging or other such compensation (California law).
- "Supplementary records" which reflect wage deductions (California law).

Under federal law, the following additional records must be kept for three years from the last date of effectiveness:

- Collective bargaining agreements which affect employees' compensation.
- Plans, trusts or employee contracts specified under the FLSA, which generally include those that impact an employees' compensation, any individual contracts or collective bargaining agreements or the memorialization of oral agreements.
- Employee Notices.
- Sales and Purchase records.

Records to Keep for Two Years:

The following "supplementary records" must be kept for two years pursuant to the FLSA:



- Order, shipping and billing records.
- Basic employment and earning cards.

Occupational Safety and Health Act Records

Fed-OSHA, followed by Cal-OSHA, recently implemented new record-keeping requirements by creating new forms. With the exception of OSHA Form 300 (a specific form that summarizes work-related injuries and illnesses for the prior year), the new forms generally

correspond with their predecessors, but are designed to be more user friendly. The length of the retention, for both federal and state OSHA records, is consistent

Records to Keep for Five Years:



- OSHA 300 logs.
- OSHA 300A logs (and updates).
- OSHA 301 incident report forms.
- Any privacy case list created pursuant to 8 C.F.R. section 14300.29(b)(6), which allows an employee's name to be withheld from a Form 300.

The old OSHA Forms 200 and 201 must be maintained for five years following the end of the year covered by those records. These forms and the old California 200 logs do not need to be updated.

Workers' Compensation Records

Workers' compensation claim files must be maintained for at least five years from the date of the injury or one year from the date on which workers' compensation benefits were last provided, whichever is later. These records include the Employer's First Report of Occupational Injury or Illness, a federal OSHA Form 301, or its equivalent. (California's Report of Occupational Injury or Illness is not considered an equivalent form insofar as it does not contain a confidentiality notice as set forth in OSHA Form 301.)



While not required, it is recommended that employers keep a log of the date that they first received notice of an occupational injury or illness, the date they provided the employee with the employee's claim form and the date and manner it transmitted those forms to its workers' compensation insurer. Such a log should be retained for five years.

Special Retention Requirements

Under federal law, an employer which is required to file a report with the Secretary of Labor under the Labor Management Reporting and Disclosure Act must maintain the records used to prepare that report for five years after the filing of any such report.



Under California law, records related to unemployment compensation claims must be maintained for at least four years from the date compensation becomes due or the date contributions are paid, whichever is later. This includes records indicating the employee's name, pay periods, social security number, date of hire or re-hire, compensation paid, including the cash value of special remuneration, and any other information necessary to determine an employee's total weekly pay.

Conclusion

Remember these requirements provide a minimum retention period. Failure to comply with these record retention requirements may constitute a violation of either federal or California law and can subject an employer to penalties and damages. If you are not sure of what you must keep and what you can send through the shredder, be sure to contact the Employment Law Group at Gordon & Rees, LLP.

EMPLOYMENT LAW TRAINING ... YOU CAN'T AFFORD NOT TO DO IT

Employment law training is a smart investment.



Employers who invest in training today will see its benefits many times over tomorrow. As recent court cases continue to suggest, training provides a multitude of benefits to both the employer and the employee:

- Defense to Claims by Employees. The United States Supreme Court has provided an affirmative defense to federal claims of sexual harassment for employers who make a good faith effort to prevent harassing conduct (i.e., by implementing an anti-harassment policy, effectively communicating the policy to employees, and promptly and reasonably responding to complaints of harassment). Employment law training is an effective way to communicate an anti-harassment policy and it evidences a good faith effort to prevent harassment. (The California Supreme Court is currently addressing the applicability of this defense to state claims.) *Employers who can assert a defense to claims of harassment/discrimination spend less money paying judgments and/or settling claims.*
- Limits Availability of Punitive Damage Awards. Employers who fail to make a good faith effort to comply with laws prohibiting harassment and discrimination open themselves up to claims for punitive damages. In fact, it has been determined that an employer's failure to implement an anti-discrimination policy or train its employees can be sufficient evidence to support a claim for punitive damages. *Anderson v. G.D.C.* (4th Cir. 2002). *Employers who fail to train could be liable for punitive damages.*
- Fewer Lawsuits. If employees are more sensitive to and aware of harassment/discrimination issues, there will be fewer incidents in the workplace and fewer lawsuits. *Fewer lawsuits mean less money spent on litigation and less disruption to the workplace.*
- Improved Work Environment for Employees. Employment training improves the work environment in many ways. It makes employees more sensitive to and aware of the manner in which their comments and actions are perceived by those around them; it opens a dialog to discuss sensitive issues and brainstorm about positive ways to change; it show employees that their employer cares about their work environment. The end result is an increase in morale. *A happy workforce is more productive.*

Employment law training is an investment in human capital which will ultimately result in future economic benefit to the employer. In fact, employment law training is extremely inexpensive when compared with the cost (monetary and otherwise) of just one employment-related lawsuit.

ARBITRATION CLAUSES: WHAT'S THE STATUS?



As we have reported in recent issues of *Employment . . . Matters!*, developing state and federal case law favors the enforceability of mandatory arbitration agreements. The key to enforceability is the *fairness* of the agreement. A mandatory arbitration agreement in an employment contract will be enforced unless it is both “procedurally” and “substantively” unconscionable.

- “Procedural unconscionability” concerns the manner in which the arbitration agreement was negotiated. It focuses on factors of fraud and oppression, and looks at the bargaining power of the parties.
- “Substantive unconscionability” concerns the terms of the agreement. It focuses on the imposition of harsh and oppressive terms, and looks at whether the terms are so one-sided as to “shock the conscience.”

When analyzing unconscionability, courts apply a sliding scale. The more substantively oppressive the agreement, the less evidence of procedural unconscionability is required to find the agreement unenforceable, and vice versa.

In our March 2001 issue, we reported on the decision of the U. S. Supreme Court in *Circuit City Stores v. Adams*, which held that the Federal Arbitration Act (“FAA”) permits enforcement of mandatory arbitration agreements, then

remanded the case for further proceedings. In February 2002, the Ninth Circuit issued its decision on remand in *Adams*. The court found that Circuit City’s arbitration agreement was “procedurally” unconscionable because it was a contract of adhesion (a standard form contract, drafted by the party with superior bargaining power), which left the employee with no option but to sign the agreement or lose his job. The court also found the agreement was “substantively” unconscionable because it unilaterally forced employees to arbitrate claims (but did not require Circuit City to arbitrate its claims); it limited the relief available to employees; it required employees to split the arbitrator’s fees; and it imposed a one-year statute of limitations on all claims.

In March 2002, the Ninth Circuit issued another decision on remand, *Circuit City v. Ahmed*. Although it appears that Ahmed involved the same arbitration agreement at issue in *Adams*, Ahmed was given an opportunity to “opt-out” of the arbitration agreement. Circuit City required Ahmed to sign an acknowledgement form indicating his agreement to arbitrate, but gave him thirty days to mail in an opt-out form, which he failed to do. Based thereon, the court found the arbitration agreement was not procedurally unconscionable and thus had no need to address the issue of substantive unconscionability. The agreement was ruled enforceable.

THE G&R EMPLOYMENT GROUP WELCOMES JOANNA H. KOO



Joanna H. Koo recently joined the G&R Employment Group as a junior associate focusing her practice on counseling of management in employment matters. Ms. Koo’s experience includes corporate counseling, mergers & acquisitions, initial public offerings, securities counseling and venture financing. Ms. Koo previously served as a director of human resources for a Silicon Valley high-technology company where she directed all aspects of administrative operations.

Ms. Koo graduated from the University of California, Davis in 1990 with a B.A. degree in Sociology. She received her J.D. from Golden Gate University School of Law in 1999. *Welcome Joanna!*



G&R CAN COVER YOUR IP NEEDS

G&R's Intellectual Property ("IP") Group has expanded to handle all aspects of IP litigation, prosecution and counseling, including patent, trademarks, unfair competition, copyrights, trade secrets, telecommunications, biotechnology and related litigation and transactional matters, for every type of industry. IP Group lawyers come from a diverse background and have substantial experience in a wide array of industries, including software and information technology, telecommunications, the Internet and e-commerce, financial services, toys and retail, the garment industry, pharmaceuticals and medical devices and biotechnology. A number of our lawyers have worked in industry and have technical backgrounds in systems engineering, biotechnology, computer programming and other technical fields. G&R IP lawyers are ready to help you protect your IP rights.

Gordon Endow - San Francisco
Richard Sybert - San Diego
Keith Cramer - San Diego
Marc Hankin - Los Angeles

You can learn more about the IP Group and its lawyers by visiting our website at www.gordonrees.com.

Appellate Group Seminar

July 9, 2002

Justices Parilli and Corrigan will be speaking at 12:00 noon – Gordon & Rees, LLP, 275 Battery Street, 20th Floor, San Francisco, California.

RSVP: Susan Roe (415) 986-5900;

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GORDON & REES LLP Expansion

We are pleased to announce we will be opening up a regional office in Sacramento, California in July. Please watch for further details in the next newsletter.



To obtain additional copies of *Employment...Matters!*, to enroll others or to recommend colleagues as subscribers to future issues of *Employment...Matters!*, please e-mail Susan Roe at sroe@gordonrees.com.

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