THE BKCG
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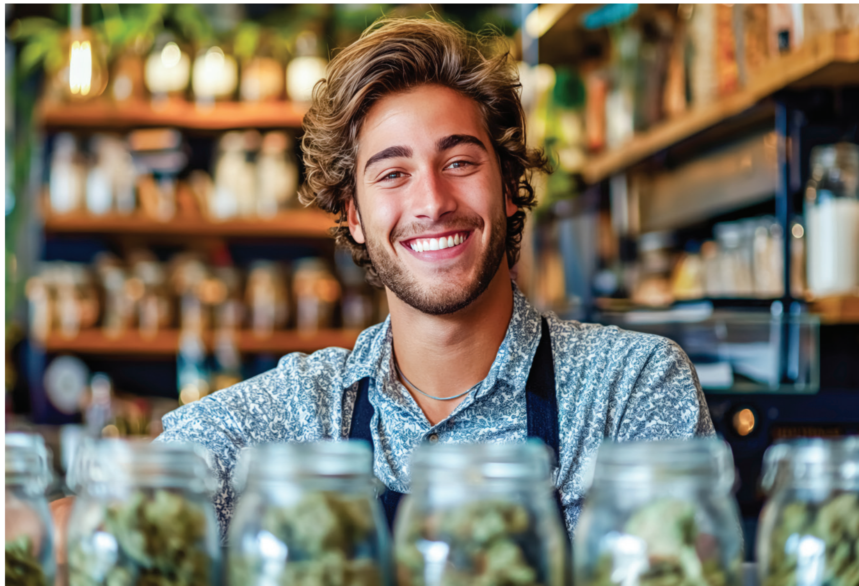
BURKHALTER KESSLER CLEMENT & GEORGE LLP

BKCG Delivers Multi-Million Dollar Win And "Beats The House" In Cannabis Arbitration

BKCG's trial team earned another victory, securing a $5.2 million award for its clients after a difficult and hard-fought arbitration before a retired Federal Magistrate. The lawsuit was a true David versus Goliath – BKCG's clients were Wes and Courtney Eder, the husband and wife founders of a cannabis distribution company called Shelf Life, Inc., who were being sued by Gold Flora, LLC, one of the largest cannabis companies in California, who had hired one of the biggest law firms in the country to overwhelm the Eders in litigation.

The lawsuit arose from Gold Flora's 2019 purchase of Shelf Life's assets, including its goodwill and relationships with the cannabis dispensaries located throughout Southern California who were Shelf Life's customers. At the time, Gold Flora was becoming a "vertically integrated" cannabis company and would control all aspects "from seed to sale", by having manufacturing, distribution, and retail all under the same umbrella. Gold Flora had broken ground on a multi-million dollar cannabis farming and manufacturing facility in the Desert Hot Springs area, where it would make Gold Flora branded products that Shelf Life would then distribute to its established network of dispensaries. Gold Flora had just opened its flagship cannabis dispensary in Long Beach. To complete its vertical operations, Gold Flora needed distribution experience and infrastructure, which was Shelf Life's specialty.



Gold Flora conducted a month of due diligence, during which Shelf Life disclosed that the relationships with its brands were all verbal and could be terminated at any time. Indeed, during the arbitration, Gold Flora's CEO admitted that Gold Flora was well aware that there, at that time, were few, if any, binding agreements between suppliers and distributors. At the end of the due diligence, the parties signed a voluminous asset purchase agreement prepared by their attorneys. By acquiring Shelf Life, Gold Flora became "the house" and, according to its CEO, "the house always wins." (continued on page 2)

Vertical Exhaustion v. Horizontal Exhaustion?

In the context of liability insurance, a continuous injury is when exposure to conditions causing property damage or bodily injury occurs over multiple years (such as environmental contamination). All insurance policies that provided coverage over the years when damage or injury occurred are triggered under standard policies. It is also important to keep in mind that policies which insure businesses are usually broken into different layers. For each year, there is typically a primary layer carrier that provides coverage up to a stated limit followed by an excess layer carrier that picks up where the primary layer ends. For example, if a business has a policy with $10M in coverage, there might be a primary insurer that provides coverage for the first $2M followed by a first excess insurer that provides coverage for the next $8M.

Importantly, obligations of an excess carrier are not triggered until the lower layer is fully exhausted (i.e., paid). In a situation where there is a continuous loss or injury over a period of years, there is a question as to whether the business must get full payment from each primary layer carrier for every year of coverage before looking to an excess carrier (horizontal exhaustion) or whether the business can simply target one primary layer carrier and – once full payment is made by that one primary carrier – force the excess insurer to "drop down" to provide the remaining coverage (vertical exhaustion).
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BKCG Delivers Multi-Million Dollar Win And "Beats the House" In Cannabis Arbitration (continued from page 1)

Under the agreement, signed on October 1, 2019, Gold Flora agreed to give Shelf Life a membership interest in GF Distribution, LLC, a subsidiary of Gold Flora, that Gold Flora stated was worth approximately $11.8 million at the time of the agreement. Currently, it is worth less than $250,000.

Under the agreement, Gold Flora also agreed to pay $5.2 million in "closing cash" to Shelf Life, subject to certain deductions and payable under set benchmarks, but all due no later than December 31, 2022. Gold Flora never paid one penny to Shelf Life.

Instead, Gold Flora sued Shelf Life less than one year after signing the agreement, claiming fraud and breach of contract because one of Shelf Life's suppliers – the popular brand STIIIZY – ended its distribution relationship with Shelf Life a month after Gold Flora and Shelf Life signed their agreement. Gold Flora argued that Shelf Life misrepresented its relationship with STIIIZY and that Shelf Life and the Eders knew that STIIIZY was going to terminate before Gold Flora acquired it.

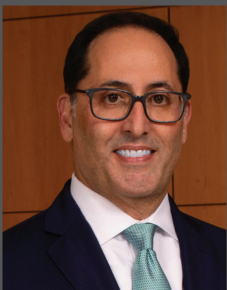
Gold Flora asked the arbitrator to find that not only did it not need to pay any of the $5.2 million owed to Shelf Life, but that Shelf Life was also responsible for another $6 million of general costs of operating the business as a result of this alleged fraud. Shelf Life only asked that the Arbitrator order Gold Flora to pay what it had promised to pay in their agreement.

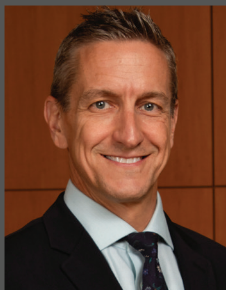
After several weeks of testimony, the Arbitrator issued a Decision completely in favor of the Eders and Shelf Life and rejecting every claim made by Gold Flora. The Arbitrator specifically found Gold Flora's witnesses to be not credible, and he further found that the Eders truthfully and accurately disclosed their supplier relationships in due diligence and that there was "no basis in the evidence" to conclude that the Eders "failed to disclose material information."

The Arbitrator also rejected Gold Flora's contention that the acquisition of Shelf Life caused it any financial harm at all. To the contrary, "the acquisition of Shelf Life's assets proved to be a financial boon. As noted by Gold Flora, in the first three quarters of 2019, Shelf Life had $1.5 million in revenues. After the acquisition of Shelf Life, GF Distribution's revenues quintupled in Q4 from $600,000 to $3,000,000. Gold Flora included these revenue numbers in addition to Shelf Life's pre acquisition revenues of $15,000,000 to represent these figures to its investors. After the November 7 STIIIZY cancellation, Gold Flora represented to its investors that Shelf Life had delivered a $20,000,000 revenue stream."

Based in large part on BKCG's cross-examination of Gold Flora's expert, the Arbitrator found several flaws in Gold Flora's $6 million damage theory: First, it used an arbitrary time period that went well beyond the time that the Eders worked at Gold Flora. Indeed, Gold Flora's expert was forced to admit that he "simply accepted" the time period given to him by Gold Flora. Moreover, the expert attempted to attribute to Shelf Life 100% of any losses Gold Flora suffered during this time period when, Shelf Life only owned 3% of Gold Flora. The arbitrator went on to conclude that "[The expert] did not account for return of inventory to STIIIZY, or compensation made by STIIIZY for this returned inventory. While it might have taken a $6 million infusion of cash during this period to keep Gold Flora afloat, this is not in any way attributable to Shelf Life. Ultimately, the only possible justification for [the expert]'s conclusion is that he accepted Gold Flora's contention that it was defrauded by Shelf Life."

With respect to Shelf Life's claim for breach of contract, the Arbitrator found the evidence overwhelmingly in Shelf Life's favor. "Shelf Life's damage claim – that it be paid the $5.2 million Closing Cash Consideration – is founded exclusively on the terms of the [Agreement, called the "APCA"]. While Gold Flora contended at arbitration that the APCA had been orally modified, it cannot take this position, for the reason that (in addition to the assertions in the operative Complaint) it stated in repeated verified discovery responses that the APCA was a valid and binding agreement, and there were no modifications not in writing. Never in its discovery responses did it contend that there had been a modification, change, or novation. These are binding positions. Shelf Life performed its obligations under the APCA. It provided the called for assets . . . .. There are no proven or valid offsets against the amount owed to Shelf Life, whether from uncollectible AR (this was disproven at arbitration), obsolete inventory, or other matters asserted by Gold Flora."





The Eders and Shelf Life will pursue collection of the final judgment, which will be in excess of $6 million, including costs and accrued interest, against Gold Flora, and its recently created parent company, Gold Flora, Inc. BKCG's trial team of Daniel Kessler, Michael Oberbeck, Erick Flores, and Courtney Dorner, are pleased with the Arbitrator's rulings and look forward to delivering the millions of dollars that have long been owed to their clients. The "House" did not win here, but the good guys sure did.

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BKCG Took Advantage Of Opposing Party's Unreasonable Delay To Secure Dismissal Of Action

The wheels of justice undoubtedly move slowly in California. It is not uncommon for more than two years to lapse from when a case is filed until it finally proceeds to trial - and sometimes it even takes much longer than that!

To ensure that defendants in civil lawsuits need not defend themselves in litigation indefinitely, California law authorizes courts to dismiss lawsuits if the plaintiff fails to prosecute them in a reasonably diligent manner. The most well-known example of this type of law designed to ensure that cases do not linger indefinitely is generally referred to as the "Five Year Rule" found in section 583.10 of the Code of Civil Procedure. This statute simply provides that "[a]n action shall be brought to trial within five years after the action is commenced against the defendant." Absent limited exceptions, a court lacks discretion to avoid dismissal of the action if the plaintiff fails to bring it to trial within five years of its filing.

Although the "Five Year Rule" is the most well-known law that requires plaintiffs in California civil actions to diligently prosecute them, another similar statute also exists. Section 583.420 of the Code of Civil Procedure authorizes courts to dismiss a civil action if it is not brought to trial within three years after it is filed, absent certain exceptions. Although this "Three Year Rule" only authorizes courts to exercise their discretion to dismiss a case after three years if the plaintiff fails to diligently prosecute it (as opposed to the "Five Year Rule" that requires courts to dismiss the action), the "Three Year Rule" still provides defendants with a powerful tool when litigating against a dilatory plaintiff.

BKCG recently took advantage of this Three Year Rule to secure a dismissal of a lazily prosecuted action against BCKG's client. Specifically, a plaintiff filed a lawsuit against a BKCG client on December 2, 2019, but delayed for more than two years before this plaintiff finally served BKCG's client with the lawsuit on May 18, 2022. Thereafter, the plaintiff did almost nothing to prosecute the action against BKCG's client for longer than a year, during which time BKCG's client was forced to incur fees and costs to attend court hearings and defend itself. Enough was enough, and finally, in August 2023, BKCG filed a motion requesting that the court exercise its discretion to dismiss the case on the grounds that the plaintiff unreasonably failed to bring the matter to trial three years after filing it due to plaintiff's failure to diligently prosecute the case. The Court agreed. As a result, the court dismissed the action against BKCG's client with prejudice and entered judgement in BKCG's client's favor. Although the wheels of justice turned slowly for this client, they did ultimately turn in the right direction to secure a well-earned victory.

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California Employers Get a Much Needed Win: *Naranjo et al. v. Spectrum Security Services, Inc.*

It's no secret that California's laws are tough on its employers. So tough in fact, that in 2023 many well-known small, medium, and large businesses packed up and moved their operations out of California in favor of "friendlier" states offering, amongst other benefits, less burdensome wage and hour regulations. However, in May of 2024, California employers received a rare win in the matter of *Naranjo et al. v. Spectrum Security Services, Inc.* where the California Supreme Court ruled that an employer's good faith belief, albeit mistaken, that it provided employees with proper and compliant wage statements precludes an award of certain civil penalties.

The *Naranjo* ruling affects an employer's liability for civil penalties for failing to comply with Labor Code Section 226's extensive requirements. Section 226 requires California employers provide its employees with regular, accurate, and itemized wage statements that expressly list a collection of items including, but not limited to, gross wages, net wages, hourly pay rates, hours worked, etc. Failure to comply with Section 226 would result in the employer's liability for civil penalties calculated in part by the number of noncompliant wage statements, up to a maximum penalty of $4,000. Unsurprisingly, most California employers are ignorant of what is, or more importantly is not, included in their employee issued wage statements (with the majority delegating these duties to third party companies). Prior to *Naranjo*, an employer's "good faith" belief that its wage statements were accurate was not enough to shield them from added civil penalties. No longer.

In *Naranjo*, a former employee sued his prior employer alleging various Labor Code violations including meal period violations, accompanied by their flowing derivate claims including failure to pay wages due at termination and inaccurate wage statements. Following a bench trial, the Los Angeles Superior Court awarded wage statement penalties and attorney fees. The Court of Appeal affirmed in part and reversed in part.

The matter made its way up to the California Supreme Court where, on remand, it held that an employer's reasonable, good faith, albeit mistaken, belief that it provided its employees with adequate wage statements precluded an award of civil penalties under Section 226. The Court opined that a good faith defense would not incentivize employers' ignorance of the law. Instead, penalties under the applicable Labor Code section will only be imposed on employers lacking a good excuse "while employers who face genuine legal uncertainty and make mistakes of law that are reasonable and supported by evidence will be spared."

While California employers' win in *Naranjo* may be small, both in the protection afforded and against the limited civil penalties faced, it will shield employers from certain wage statement mistakes that they may be unaware of. If anything, *Naranjo* serves as a quick reminder to make sure that your company's wage and hour policies (and your itemized wage statements) are up to code.

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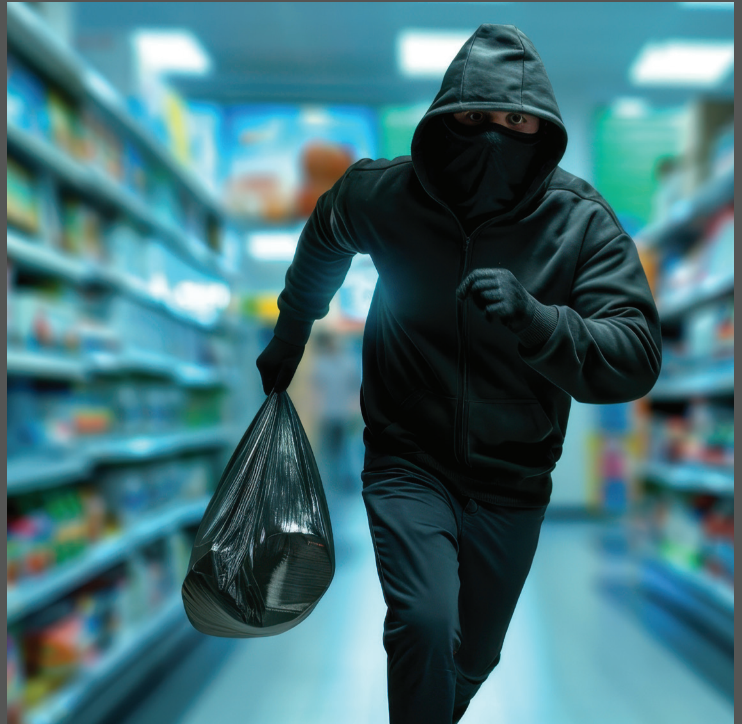
Buying In Bulk? Ralphs Gets Two Early Case Dismissals



Getting any type of case dismissed before trial, at the summary judgment phase, is never an easy task. Getting an employment case dismissed before trial is even tougher. Getting two unrelated employment cases dismissed early–all within months of each other–that is rare indeed.

Longtime BKCG client, Ralphs Grocery Company, tasked two employment matters to managing partner, Dan Kessler, both of which cried out for the summary judgment process. Although the two cases are factually very different, they both demonstrate the value of setting up a case for early dismissal when the evidence justifies it.

The first case, *Todd Totman v. Ralphs*, involved a store assistant manager that was fired after knowingly violating Ralphs's explicit policy forbidding employees to physically engage shoplifters (the "No Hands/No Chase" policy). The longstanding policy exists to protect employees and customers. Mr. Totman, a long-time employee, admitted he was aware of the policy and trained on it. Nevertheless, Mr. Totman physically confronted a suspicious shoplifter near the store exit, grabbing the suspect's bag in a tug-of-war, placing him in a bearhug, and even wrestling him into headlock, until spilling out into the parking lot. Out in the parking lot, the thief pulled out a boxcutter blade and swiped at Mr. Totman, cutting him multiple times. The entire incident was captured on security video.

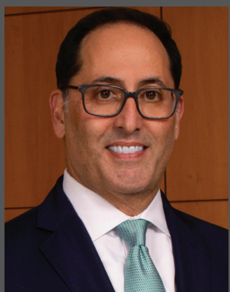
Mr. Totman went on medical leave for the injuries, during which time Ralphs investigated the incident and concluded that Totman had blatantly violated this important policy–indeed the tragic events demonstrated exactly why the policy existed. Once Totman was released back to work, he was terminated for his reckless violation of the shoplifting policy. Totman then sued claiming the reason for his termination was the fact that he went out on medical leave (for the injuries he sustained because he violated the shoplifting policy!)

As soon as Ralphs assigned the *Totman* case to BKCG, the team recognized this was a case that needed to be dismissed before trial. This would require a forward-looking plan with multiple key steps. Preliminarily, Ralphs had in place a mandatory arbitration policy that required this case to be heard by an arbitrator, rather than be litigated in court with a jury. BKCG immediately notified Totman's counsel of the policy, but they refused to agree to put the case into arbitration as agreed. Thus, BKCG filed a motion with the court to compel Totman to comply. The motion was granted, and the parties selected retired Orange County Judge, David Brickner, as their arbitrator. Now that the proper forum was handled, BKCG set off on establishing the undisputed facts necessary to obtain a "summary judgment." Summary judgment is a procedure whereby the judge can grant judgment–before trial–based on the undisputed material facts. In employment cases, that can be a daunting task as both sides typically have different views of the underlying facts. Here, BKCG Senior Associate, Ros Lockwood, deposed Totman, obtaining critical admissions under oath. That, coupled with the incontrovertible video evidence, made a compelling case for summary judgment. BKCG filed its papers and Totman opposed. The matter was argued by BKCG Managing Partner, Dan Kessler.

After considering all of the evidence and arguments, Judge Brickner ruled unequivocally in favor of Ralphs: "Here, Ralphs has established its defense by demonstrating with overwhelming evidence that Ralphs reasonably concluded Mr. Totman grossly violated the shoplifting policy, of which he was well aware, fully justifying his termination." With that, the case was over: judgment for Ralphs.

Not long after that hearing, Dan Kessler and BKCG Senior Counsel Michael Oberbeck handled another summary judgment motion for Ralphs. This second case, *George Pulido v. Ralphs*, involved another store level manager wrongfully suing for discrimination. In that case, after he was fired for failing to work as scheduled, Pulido filed a complaint with California's Department of Fair Employment and Housing (DFEH, now known as the Civil Rights Division) claiming his termination was discriminatory. DFEH made no finding of discrimination, but Ralphs agreed to a nuisance value settlement in exchange for a full release (without admitting any liability). Despite the broad release Pulido provided, just one month later, Pulido hired a lawyer and filed a lawsuit for the very same thing: an alleged wrongful termination.

Once BKCG had the case, the team again looked at setting the case up for summary judgment. Again, the plaintiff refused to abide by his arbitration agreement, and BKCG had to get the court to order it. This time, instead of costly depositions, BKCG was able to use targeted written discovery to pin down Pulido and force him to admit that he had already released this case. With those admissions in hand, BKCG filed its summary judgment before retired Orange County Judge, Mary Fingal Schulte. Again, Dan Kessler argued the motion, and just hours after the hearing, Judge Schulte issued her order summarily dismissing the entire case. Quoting heavily from BKCG's briefs, Judge Schulte ruled emphatically, "As a matter of law, those claims are included within and subject to the Release, and judgment in Ralphs' favor is required."



In both cases, the rulings on summary judgment avoided the time and expense of going to trial. When asked to reflect on the back-to-back summary judgments, Dan Kessler summed it up as follows: "Getting not just one–but two–summary judgments is no small feat when dealing with employment cases. It's a really fantastic and just result for the client, and it really showcases to the astute and deliberate pre-hearing discovery done by Ros and Mike to elicit all of the necessary evidence to get the right result." As much as the BKCG team enjoys proving a case at trial, when the evidence is right, the value of a summary judgment is undeniable.

Please contact Dan Kessler at dkessler@bkcglaw.com or (949) 975-7500 if you have any questions about this article, or any other related matter.

5 Things You Should Consider If You Are Thinking About Selling Your Business

As a business lawyer, I am rarely consulted by my clients who are selling their businesses until they are either about to engage a business broker or investor banker or have already done so. As such, I thought it would be useful to examine the issues that a business owner should be thinking about at the very beginning of the process when first considering whether to sell their business. To assist me with this exercise, I recently interviewed Matt Manavi with Transworld Business Advisors https://www.tworld.com/agent/mahdadmanavi/, a highly experienced and professional Orange County business broker with whom I have greatly enjoyed working on several successful business sales transactions. Here are the highlights of our conversation, plus a few of my thoughts and observations.

1. Do you know your exit price? Sometimes, business owners do have a clear idea of what their sales price bottom line is, but often they do not. Obviously, this may depend on the owner's reason for wanting to sell the business; for example, is it simply to purchase another business, or is it to fund the owner's retirement? If the latter, then it's wise, as a first step, to consult with one's financial planner, as many people are very unclear about how much money they will really need to fund the kind of retirement lifestyle they wish to have. The answer to this question may well ultimately determine whether the timing of a sale of the business is appropriate or premature.

2. How much is your business worth? There are many ways to value a business, and the appropriate valuation method will vary depending on the context in which a business is being valued or the reason for the valuation. For example, a bank may value a company for lending purposes very differently from a valuation expert valuing a company for purposes of a decedent's estate tax return. Matt Manavi pointed out to me that CPAs and business appraisers tend to value companies in a very formulaic way, using discounted cash flows, generic industry EBITDA multiple figures, or comparable sales. In Matt's opinion, however, these types of valuations can often result in inflated values, which are far removed from what a potential buyer would be willing to pay for the business, compared to a more "practical" valuation performed by an experienced business broker. Regardless of how you choose to go about it, it's essential to obtain the advice and guidance of a qualified professional to tell you the most probable selling price of your business before you start the process. Merely relying upon your own internet research, industry gossip on the "standard" EBITDA multiplier for your industry, or what an unsolicited buyer tells you is "fair" is not a smart way to go about things. Spend the money and get your own professional valuation!

3. Should the business' financial results be recast? Doing this may well result in a more realistic valuation from a potential buyer's perspective. For example, has the owner run personal expenses through the company that should be added back? Has the owner paid herself a salary that is significantly below fair market value, which has artificially depressed the company's true labor costs? Or, conversely, has the company included family members on the payroll who did not perform substantive services for the company? The focus should be on "normalizing" the company's financial statements (and, hence, the company valuation based on the recast financial statement) so that a potential buyer can obtain a realistic picture of what the company's expenses and cash flow will look like following the acquisition. An experienced business broker or investor banker can assist you with this analysis. A word to the wise, however, in appraising a business with a view to lending money to a purchaser, SBA lenders don't allow certain types of expense "add backs", which can result in a loan shortfall if the agreed purchase price includes them. Ultimately, of course, the net result of the valuation process is to allow the business owner to compare the business's realistic, attainable sale price with the owner's expectations or retirement needs.

4. What are the risks inherent in your business that are likely to be of concern to a potential buyer? Potential buyers of a business often have a much better understanding and appreciation of the risks involved in the business being sold than does the owner, who may not be able to see the forest for the trees or be objective enough to perform an accurate SWOT (strengths, weaknesses, opportunities, and threats) analysis of the business. Some of the risk factors an owner should evaluate are the following:
   - Is the owner "the business"? In other words, how dependent is the future success of the business, at least for some period of time post-closing, on the continued involvement of the owner?
   - Related to the last question, does the business have an internal organizational or departmental structure, with designated employees performing discrete, designated tasks, as opposed to the owner performing an overly broad range of tasks across multiple facets of the business? The more "dispensable" the owner is in the business, the lower the risk to a potential buyer and the higher the potential purchase price.
   - What is the business' customer concentration based on revenue generation? Put differently, is the company's revenue evenly dispersed among multiple customers, or does the company have individual customers who generate, say, 15-20% or more of the company's income? Clearly, from a buyer's standpoint, the less "top-heavy" the business's client base, the better.
   - Similarly, what is the business' supplier concentration? Does the company have multiple sources of supply of raw materials, crucial components or tools, or is the business heavily dependent on a small number of suppliers? How easy would it be for the business to procure new suppliers?
   - What is the duration of the business' relationships with its existing customers and what has been the historical rate of customer turnover?
   - Are customers tied to contracts with a specific term, or are they free to terminate their patronage at any time?
   - Does the company have key employees, whose departure after an acquisition would have a significant negative impact on the buyer's business?
   - Is the company involved in pending legal action or threatened with legal action?

The last question is particularly important in the context of compliance with California employment and wage and hour laws. Engaging an experienced HR consultant to perform a periodic comprehensive audit of your company's overall employment law compliance is always a good idea, irrespective of whether or not you are planning to sell your business in the near future.

5. What is your desired timeline for selling your business? Of course, the answer to this question will be largely driven by your motivation for selling, be it for health reasons, a wish to retire, or a desire to exit an industry and buy a business in a different industry. In addition, a comparison of your desired exit price with its true value, from a buyer's perspective, may lead you to the conclusion that the sale of your business is premature and that you need to first make some changes that will make your business more attractive to potential buyers. However, whatever your motivation is, you also need to be realistic about how long the sale process will take. According to Matt Manavi, a study by the International Business Broker's Association suggests that the average time it takes to sell a business from the time of listing to closing is 9-11 months for businesses with a sales price of less than $3 million and up to 2 years for businesses with a sales price of $3-5 million. So plan accordingly!

Many thanks to Matt Manavi (mmanavi@tworld.com) for being so generous with his time to speak with me about this very interesting topic.

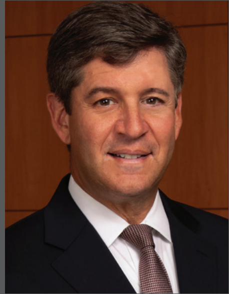
Please contact Greg Clement at gclement@bkcglaw.com or (949) 975-7500 if you have any questions about this article, or any other related matter.

Vertical Exhaustion v. Horizontal Exhaustion? (continued from page 1)

This "horizontal exhaustion" vs "vertical exhaustion" issue was not resolved in California until this past June. In *Truck Insurance Exchange v. Kaiser Cement and Gypsum Corp.* (S273179 – Cal. June 17, 2024), the California Supreme Court partially answered the question and held that under the standard form policy language before it, vertical exhaustion is the rule.

In *Kaiser Cement*, Kaiser manufactured asbestos-containing products from 1944 through the 1970s. During this period, Kaiser bought primary and excess policies from various insurers. The policies had standard commercial excess insurance policy language that coverage would not attach until the underlying insurance was exhausted.

By 2004, Kaiser faced more than 24,000 asbestos exposure lawsuits where bodily injury was alleged. Truck Insurance, a primary insurer of Kaiser, filed an equitable-contribution claim against several insurers that had issued first-level excess policies to Kaiser. Truck argued in favor of vertical exhaustion; the excess carriers argued for horizontal exhaustion.



The Court held, among other things, that the language in the first-level excess policies is most reasonably construed as requiring only vertical exhaustion. The Court's analysis relies heavily on the standard form policy language and leaves the door open that manuscript policies that contain different language could lead to a different outcome. The Court's holding also re-affirms the well settled rule that the excess insurers have no duty to defend unless the primary coverage is exhausted.

The ruling is helpful to businesses. Most businesses would prefer vertical exhaustion as it is easier to target a primary insurer in a single year, exhaust the coverage for that policy, and then have the excess carrier drop down to continue providing coverage rather than be forced to pursue multiple primary insurers over multiple years.

Please contact Keith Butler at kbutler@bkcglaw.com or (949) 975-7500 if you have any questions about this article, or any other related matter.

Introducing New BKCG Team Members: Ethan Robinson And Monique Bartley

Ethan Robinson

BKCG is pleased to announce the addition of Ethan S. Robinson as associate attorney to our expanding team. Ethan earned his B.A. in Political Science from California State University, San Marcos, and his J.D. from California Western School of Law. He is admitted to practice in the State of California. Ethan brings 8 years of experience representing businesses and individuals in business, real estate, and employment litigation matters. He has a proven track record of success, both at trial, and dispositive motions resulting in favorable judgments for his clients.

Ethan always litigates cases with a keen eye for the bottom line. His experience and comprehensive support of his clients throughout the litigation process ensures they are always informed and are an integral part of any litigation. Ethan has quickly become an asset to BKCG's business, employment, and real estate litigation and trial team. Given his experience across several practice areas, he can address any issue you or your business may be facing.

Monique Bartley

BKCG is pleased to announce the addition of Monique C. Bartley as an associate attorney to our expanding team in the Irvine office. Monique earned her B.A. in American Studies from Columbia University and received both her J.D. and M.B.A. from University of California, Irvine.

She is admitted to practice law in the State of California. Prior to joining BKCG, Monique began her career at a boutique law firm in Irvine handling product liability matters for automobile manufacturers. Monique is eager to bring her problem-solving skills and love of legal research to BKCG's business and employment litigation team.

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