



Helping the Courts Through Pandemic and Beyond

Panel



Presiding Judge
Kent M. Kellegrew,
Ventura County
Superior Court



Hon. Glen M.
Reiser (Ret.),
JAMS



Amber Rodriguez,
Law Office of
Amber Rodriguez



Lol Sorensen,
Sorensen ADR
Services

Wed. July 1, 2020
Noon Webinar

With the reality of an extended and gradual return to a “next normal” and the likelihood of disrupted court dockets for many months, we are all contemplating how to ensure continuity of the judicial process. In this webinar, **Presiding Judge Kent Kellegrew** will provide an update on behalf of the Ventura County Superior Court Civil, Family Law, and Probate/Trust divisions. Judge Kellegrew and his co-presenters will explore the evolving state of dispute resolution during the COVID-19 crisis, including Grassroots efforts to resolve cases outside of court and how neutrals are assisting the court moving forward. The session will provide a view from the bench, private practice, and ADR neutrals as each shares recent updates, trends, and best practices to ensure continuity of the judicial process.

This webinar is limited to the first 500 registered participants

To register for this **FREE** event, all must visit the [Zoom link](#)

***This webinar offers 1.0 Hour of General Credit**

\$15 VCBA Members \$25 Non-Members

If you wish to receive MCLE credit, please return with check to:

**VCBA, 4475 Market Street, Suite B, Ventura, CA 93003
or call 805-650-7599 Ext 215 or email vcba@vcba.org**

Please note you will need to register with the Zoom link first before contacting VCBA

NAME: _____

TELEPHONE: _____

BAR NO.: _____



***MCLE:** This activity has been approved for MANDATORY CONTINUING LEGAL EDUCATION that this activity conforms to the standards for approved education activities prescribed by the rules and regulations of the State Bar of California governing Mandatory Continuing Legal Education.

BRIEF COURT PROCEDURE OVERVIEW

Set forth below is a brief overview of Court procedures as they exist in the third week after reopening. The overview was prepared by Cheryl Kanatzar the Court executive officer responsible for all Court filings and clerical procedures.

Criminal (Room 118) - Criminal defense attorneys do not need an appointment to speak with someone in the clerk's office. An attorney presents a business card to a deputy, which allows them entrance into the building. They report to the Attorney Window in Room 118 (separate from the public lobby) where they are allowed to file documents and place matters on calendar. No real big changes here, so no issues to report.

Family Law - Attorneys are still able to file their documents via our Calendly Attorney Service reservation system, eDelivery and the exterior drop boxes, so no real concerns here. They are also still able to file signed orders out of the courtrooms with the clerk assigned to Room 30. One thing the attorneys are still adjusting to, however, is the need to reduce the number of people they have appearing at a hearing, which at times could include their clients. We do realize in family law that having fewer people report to the courtroom isn't always feasible.

Probate - Judge Lund has been communicating with the probate lawyers quite regularly and the attorney services are able to get appointments in the clerk's office easily since the volume there is lower. This has prevented a lot of potential problems. One recent development, however, is that we have committed to a tight turnaround time on orders being signed in court when the attorneys appear on court call. As long as the attorneys submit everything needed in advance, including fees and self-addressed, stamped envelopes so they can be mailed out rather than picked up, the time-lines can be met.

Criminal Courtrooms: Some attorneys have become upset because they are unable to appear via zoom or telephonically on misdemeanor cases. Patience and understanding as we work our way through this new environment would be helpful. Also, the PD does not want their cases heard in person in Courtroom 37 so they are asking Judge Baio to place their matters on Courtroom 36's afternoon calendar, which he is allowing. Since the PROs cases heard in 36 are still being handled via zoom, this may not be an issue, but if it gets to the point where some in-custody defendants will need to be transported, this will be a concern for the

Sheriff. The PROs cases are heard separately from other matters because the sheriff doesn't want to mix the defendant populations.

Civil Courtrooms: Most appearances are being done via CourtCall. If an attorney wishes to appear in person, they need to check-in with the clerk at the "courtroom check-in" podium at the building entrance so the clerk can notify the courtroom staff that there is a personal appearance on a case. Otherwise, the attorney could end up standing outside of the courtroom in the hallway and nobody would know they were there. Sharing this process with the attorneys would be helpful. This would apply to attorneys appearing on all case types.

To All: And finally, please, please, please encourage them and their staff to contact the court and STAY HOME if they are not feeling well!

In a nutshell:

- Reduce the number of people being asked to appear in court, if possible
- Submit everything needed in advance (i.e. - fees, self-addressed stamped envelopes, etc.)
- Have patience and understanding while we work our way through this new process
- Maintain social distancing! Some attorneys in the courtrooms are getting very upset because other attorneys are getting too close to them. (Criminal was the example given)
- Check in with the "courtroom check-in" staff before entering the building so the appropriate courtroom(s) can be made aware of personal appearances. (Mainly civil courtrooms)
- Contact the court and STAY HOME if you're not feeling well!
- Bring your own hand sanitizer if you feel you might need it in the courtroom

California Court Reference

Keep Your Case Moving with a Temporary Judge or Referee from JAMS

Stipulating to the appointment of a respected JAMS neutral as a temporary judge or referee offers distinct advantages to parties in disputes of all types, including, but not limited to: business/commercial, class action/mass tort, construction, employment, entertainment, energy, family law, health care, insurance, personal injury and real property matters.

- **Process flexibility.** Parties select the decision-maker and determine the capacity in which he or she will serve, from deciding discrete issues to managing discovery, holding a full bench trial and handling post-settlement allocation. Parties may also choose whether the process is binding or recommended.
- **Timely hearings.** Our full-time neutrals can offer early, reliable hearing dates and are readily accessible to quickly review briefs and hear motions.
- **Full procedural rights.** Temporary judges and referees operate under established rules of evidence and the right of appeal is preserved.
- **Comprehensive services.** Our retired judges and attorney-neutrals have decades of trial and ADR experience in virtually every practice area—and they're supported by unmatched case management and a network of convenient, spacious hearing facilities.

Pre-Dispute **Include a clause in your contracts or file a stipulation with the court** providing for a JAMS neutral to serve as a temporary judge (Cal. Const. Art. 6, § 21) or as a consensual or all-purpose referee (CCP § 638). Parties typically retain a temporary judge to decide the entire dispute, but they may also choose a temporary judge or referee from JAMS to make determinations on discrete issues.

Law and Motion **JAMS neutrals have issued law and motion rulings in thousands of cases** ranging from two-party disputes to complex multi-party matters and class actions, including:

- motion for summary judgment
- motion in limine
- motion to dismiss
- motion to compel
- motion for class certification
- motion for approval of settlement terms and agreement
- motion for attorneys' fees and costs

continued →

Discovery and E-Discovery

Our panel features **knowledgeable discovery referees with vast subject matter expertise, including e-discovery and technology**. JAMS referees devise and manage discovery plans and supervise ongoing issues, including monitoring depositions and resolving discovery disputes. Our e-discovery referees determine what electronically-stored information (ESI) is reasonably accessible or recoverable and rule on questions such as search parameters, native formats, disclosure of meta data and determinations about technology assisted review (TAR).

Trial and Settlement

As temporary judges appointed under all-purpose references, **JAMS neutrals handle all aspects of a case, from pre-trial rulings to full bench trials**. Under consensual references, they act as liaisons between the parties and the court and apply their expertise to a wide range of discrete issues, including:

- reviewing and **summarizing expert witness reports**
- acting as **coordinating masters** to drive uniformity and efficiency in cases that are pending in both state and federal courts
- **analyzing and allocating damages**, in consultation with each party's economic experts
- **determining attorneys' fee splits**, applicability of interest, expert fees
- **serving as settlement referees** to drive a global settlement in large, complex, multi-party disputes

Post-Settlement

JAMS referees have an **extensive track record of post-settlement adjudication/allocation** and frequently handle matters including:

- collaborating with attorneys, courts and claims administrators to **design and implement efficient settlement plans**
- **administering and allocating private, court-ordered and government settlement funds** for claims both large and small
- **serving as settlement compliance dispute officers** to resolve disputes arising out of class action settlement agreements

Appeal

JAMS appellate referees can review an initial evidentiary record and recommend a final decision in an appellate hearing.

For more on the benefits of using JAMS neutrals in general and special references, including discovery references, as well as sample language for pre-dispute and post-dispute clauses and stipulations to referees under CCP § 638 or to temporary judges pursuant to Cal. Const. Art. 6, § 21, visit jamsadr.com/CAcourtreference.



Stipulation for Arbitration

Arbitrator Identified - Standard Procedures

ARBITRATION MATTER BETWEEN

REFERENCE NUMBER _____

CLAIMANT _____

RESPONDENT _____

STIPULATION FOR ARBITRATION AND SELECTION OF ARBITRATOR

It is stipulated and agreed by the Parties to submit all disputes, claims or controversies to neutral, binding arbitration at JAMS, pursuant to the JAMS Arbitration Administrative Policies and, unless otherwise agreed in writing by the parties, to the applicable JAMS Arbitration Rules and Procedures.

The Parties hereby agree to give up any rights they might possess to have this matter litigated in a court or jury trial.

Parties agree that _____ shall serve as Arbitrator in this matter and that no party may have *ex-parte* communications with the Arbitrator. Any necessary communication with the Arbitrator must be initiated through the case manager.

SIGNATURE _____ DATE _____

NAME (PRINTED) _____ FOR _____

SIGNATURE _____ DATE _____

NAME (PRINTED) _____ FOR _____

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NAME (PRINTED) _____ FOR _____



Stipulation for Arbitration

Arbitrator Identified - Standard Procedures

Completion of this section is required for all consumer or employment claims.

CONSUMER AND EMPLOYMENT ARBITRATION

Please indicate if this is a CONSUMER ARBITRATION. For purposes of this designation, and whether this case will be administered in California or elsewhere, JAMS is guided by California Rules of Court Ethics Standards for Neutral Arbitrators, Standard 2(d) and (e), as defined below, and the JAMS Consumer and Employment Minimum Standards of Procedural Fairness:

YES, this is a CONSUMER ARBITRATION.

NO, this is not a CONSUMER ARBITRATION.

“Consumer arbitration” means an arbitration conducted under a pre-dispute arbitration provision contained in a contract that meets the criteria listed in paragraphs (1) through (3) below. “Consumer arbitration” excludes arbitration proceedings conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements.

1. The contract is with a consumer party, as defined in these standards;
2. The contract was drafted by or on behalf of the non-consumer party; and
3. The consumer party was required to accept the arbitration provision in the contract.

“Consumer party” is a party to an arbitration agreement who, in the context of that arbitration agreement, is any of the following:

1. An individual who seeks or acquires, including by lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in section 1761 of the Civil Code;
2. An individual who is an enrollee, a subscriber, or insured in a health-care service plan within the meaning of section 1345 of the Health and Safety Code or health-care insurance plan within the meaning of section 106 of the Insurance Code;
3. An individual with a medical malpractice claim that is subject to the arbitration agreement; or
4. An employee or an applicant for employment in a dispute arising out of or relating to the employee’s employment or the applicant’s prospective employment that is subject to the arbitration agreement.

In addition, JAMS is guided by its Consumer Minimum Standards and Employment Minimum Standards when determining whether a matter is a consumer matter.

If Respondent disagrees with the assertion of Claimant regarding whether this IS or IS NOT a CONSUMER ARBITRATION, Respondent should communicate this objection in writing to the JAMS Case Manager and Claimant within seven (7) calendar days of service of the Demand for Arbitration.

EMPLOYMENT MATTERS

If this is an EMPLOYMENT matter, Claimant must complete the following information:

Private arbitration companies are required to collect and publish certain information at least quarterly, and make it available to the public in a computer-searchable format. In employment cases, this includes the amount of the employee’s annual wage. The employee’s name will not appear in the database, but the employer’s name will be published. Please check the applicable box below:

- Less than \$100,000 \$100,000 to \$250,000 More than \$250,000 Decline to State

WAIVER OF ARBITRATION FEES

In certain states (e.g. California), the law provides that consumers (as defined above) with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of the arbitration fees. In those cases, the respondent must pay 100% of the fees. Consumers must submit a declaration under oath stating the consumer’s monthly income and the number of persons living in his or her household. Please contact JAMS at 1-800-352-5267 for further information. Note: this requirement is not applicable in all states.



Stipulation for Arbitration

Arbitrator Not Identified - Standard Procedures

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Judge Kent M. Kellegrew ***Ventura County Superior Court***

Appointed by Governor Davis
October 1999

Ventura County Superior Court
Commissioner (1997-1999)

PUBLIC LAW PRACTICE

Deputy District Attorney, Ventura
County District Attorney's Office (1983-1985)
Judicial Attorney, Second Appellate District, Division Six (1982-1983)
Research Attorney, Ventura County Superior Court (1982)

PRIVATE LAW PRACTICE

Nordman, Cormany, Hair and Compton (1985-1997)
Senior Partner, Litigation

EDUCATION

California State University, Northridge, B.A. Magna Cum Laude
University of Tel Aviv, Israel
Southwestern University School of Law, J.D.
National Institute of Trial Advocacy, Advanced Trial Seminar

PROFESSIONAL INVOLVEMENT

Member of the California Judges Association
Member of the Ventura County and Los Angeles Bar Association
Ventura County Moot Court Judge
Board of Directors, Ventura County Red Cross
Board of Directors, Ventura County Master Chorale
Referee, American Youth Soccer Organization

PERSONAL BACKGROUND

Married with two children
Enjoys mountain bike riding

Hon. Glen M. Reiser (Ret.)

JAMS



Case Manager

Jasmine Lu

T: 213-253-9783

jlu@jamsadr.com

Hon. Glen M. Reiser (Ret.) serves as a mediator, arbitrator, and referee at JAMS. He has vast experience adjudicating and resolving thousands of complex commercial, real property/environmental, trust and family law disputes as a respected trial judge and litigator. Judge Reiser spent more than 20 years on the Ventura County Superior Court, serving as both supervising probate judge and California Environmental Quality Act (CEQA) judge for more than a decade. Prior to his appointment to the bench, he litigated hundreds of civil cases to successful conclusion in trial and appellate courts throughout California.

Judge Reiser regularly teaches California judges trust, probate, and conservatorships through the Judicial Council of California's Center for Judicial Education and Research (CJER).

Judge Reiser is known for using his thoroughness, intellect, attention to detail and breadth of knowledge to develop creative solutions to disputes of all types.

ADR Experience and Qualifications

- More than a decade of exclusive assignment to trust and estate matters on the bench
- More than a decade serving as the only assigned CEQA judge in Ventura County, following years of land use experience as a private attorney
- Handled large-scale civil and appellate litigation, including environmental and real property, land use, water, complex banking and commercial litigation, real property secured transactions, mass toxic torts, trust litigation, insurance coverage and contract law as a litigator

Honors, Memberships, and Professional Activities

- Judge of the Year, Ventura County Trial Lawyers Association, 2016
- Frequent lecturer in a wide variety of civil litigation and ADR topics, including CEQA, trusts, probate, conservatorships, family law and case management
- Member, Probate Law Curriculum Committee, Center for Judicial Education and Research, Judicial Council of California, 2015–2019
- Member, Emerging Technologies Ad Hoc Working Group, Governing Committee of the Center for Judicial Education and Research, Judicial Council of California, 2015–2016
- Vice-Chair, Court Technology Advisory Committee; Chair, Projects Subcommittee; Judicial Council of California; 2012–2014
- Member, Technology Planning Task Force, Judicial Council Technology Committee, 2012–2014
- Chairman, Technology Committee, Ventura County Superior Court, 2005–2016
- Member, Court Technology Advisory Committee, Judicial Council of California, Administrative Office of the Courts, 2005–2012
- Member; Technology Services Subcommittee, Outreach Subcommittee and Appellate e-Filing Subcommittee; Judicial Council of California; Administrative Office of the Courts; 2005–2012
- Co-Sponsor, Judicial Branch Technology Initiatives Working Group, “Statewide Technology Vision,” Judicial Council Technology Committee, 2012–2013
- Member, AB 2073 Mandatory E-Filing Working Group, Administrative Office of the Courts, 2012–2013
- Member; Ad Hoc Advisory Committee on Court Efficiencies, Cost Savings and New Revenue; Administrative Office of the Courts, 2012–2014
- Chairman, California Case Management System (CCMS) Operational Advisory Committee, Administrative Office of the Courts, 2010–2012
- Member; Judicial Review/Testing Group; California Case System Software; “V4” Criminal, Juvenile, Family Applications; 2007–2011
- Member; Judicial Review/Testing Group; California Case System Software; “V3” Civil, Probate, Small Claims Applications; 2004–2006

Background and Education

- Judge, Ventura County Superior Court, 1998–2019
- Of Counsel; Ferguson, Case, Orr, Paterson & Cunningham, LLP; 1997–1998
- Principal, Law Office of Glen M. Reiser, 1992–1997
- Partner; Nordman, Cormany, Hair & Compton; 1978–1992
- Graduate, National Institute for Trial Advocacy, National Session, 1981
- J.D., University of California, Los Angeles, 1978
- B.A., High Honors, University of California, Santa Barbara, 1975
- United States Military Academy, 1971–1972

Amber Rodriguez

Law Office of Amber Rodriguez

arodriguez@estateattorneycalifornia.com

Ms. Rodriguez is a California native who attended Arizona State University (ASU) where she earned two Bachelor degrees; one in Political Science and the other in Broadcast Journalism. After graduating from ASU, Ms. Rodriguez returned to California and attended California State University, Northridge (CSUN). Upon completing her Masters degree in Political Science at CSUN, she attended Southwestern University School of Law, where she graduated at the top of her class.

During law school, Ms. Rodriguez worked as a law clerk for the Federal Public Defender, the Ventura County District Attorney, and the Ventura County Superior Court.

Ms. Rodriguez is a member of the California State Bar and the Ventura County Bar Association. Ms. Rodriguez served on the Ventura County Bar Association Board of Directors from 2007 through 2009.

Ms. Rodriguez is an active member of the Ventura County Estate Planning and Probate section. She has been serving on the Executive Committee since 2009. In addition, Ms. Rodriguez has been serving as the Chair of the Executive Committee since January 2012.

In January 2013, Ms. Rodriguez was appointed by the Ventura County Superior Court presiding judge, Honorable Brian J. Back, to serve on the Board of Trustees for the Ventura County Law Library.

Ms. Rodriguez frequently assists with covering the Ventura County Superior Court probate assignment by sitting as a Judge Pro Tem for the probate division.

Ms. Rodriguez is also actively involved in a variety of local charities and volunteer efforts.

Finally, effective October 17, 2018, Ms. Rodriguez was appointed by Chief Justice of California and Chair of Judicial Council, Tani G. Cantil-Sakauye, to serve on the Judicial Council's Probate and Mental Health Advisory Committee.

Focus of Practice: Ms. Rodriguez's practice concentrates on probate and trust litigation and administration, conservatorships, and estate planning.



Lol Sorensen

Attorney/Mediator

“The settlement was very beneficial to the parties and, in my opinion, constituted a personal triumph for Mr. Sorensen.”

“I commend you for your dedication, demeanor and persistence. You are a true professional with a special talent for this line of work.”

“[Y]ou are the first mediator I have met in this area that has taken your art to its highest level.”

Lawrence “Lol” Sorensen brings a wealth of experience and a rare blending of legal and human service skills to a mediation practice emphasizing complex probate, business, personal injury and employment litigation. An AV-rated lawyer with more than 30 years of experience, Lol tried numerous cases in state and federal courts and argued cases to the California Court of Appeal and Supreme Court before focusing on mediation. Lol is known for his diplomacy, creativity, wit and a collaborative approach to mediation. With training and experience in social work as well as law, Lol is equally comfortable in addressing the human dynamics as well as the legal complexities of litigated matters. Lol served as a Settlement Master for the Santa Barbara Superior Court for more than a decade before developing a mediation practice in 2002. He has an excellent record of settling cases. He also frequently serves as an arbitrator, special master or referee in litigated matters.

Education: UC, Berkeley (A.B., Philosophy, 1973); San Diego State Univ. (M.S.W., 1976); Santa Barbara College of Law (J.D., Magna Cum Laude, 1983).

Experience: Sorensen ADR (2015 – present); Rubenstein & Sorensen Mediation (2007 – 2014); Partner, Mullen & Henzell, LLP (1988 – 2006); Associate, then partner, Bargiel & Carlson (1983 – 1987); Clients’ Rights Advocate, Tri-Counties Regional Center (1979 – 1981); Program Coordinator, Tri-Counties Regional Center (1977-1979).

Mediation Training includes: Straus Institute, Pepperdine University (1998, 2003, 2006, 2007, 2008, 2009, 2010, 2012); Center for Social Gerontology, University of Michigan (2005); Conflict Management Institute (2002 and 2005).

Professional and Community Service includes: President, William L. Gordon Inn of Court; President, Central Coast Alzheimer’s Association; President, Tri-Counties Association for the Developmentally Disabled, Inc.; Secretary, Rehabilitation Institute at Santa Barbara; Member, Board of Directors, Santa Barbara County Bar Assn.; Member, Santa Barbara Bench & Bar Committee; Member, Santa Barbara County Financial Abuse Specialist Team.

Contact Information: (805) 689-6654 (phone); (866) 423-9058 (fax); lol@sorensenadr.com. For more information, see www.sorensenadr.com.