Carmel & Naccasha LLP

2020 Employment Law Update *

*Update Disclaimer

The information in this update is for general information purposes only and is not intended to be legal advice or relied upon as legal advice and does not create an attorney-client relationship between you and our firm or any individual attorney of our firm (Carmel & Naccasha LLP or "the firm"). Instead, all information, content, and materials available on this update are for general informational purposes only. Information within this update may not constitute the most up-to-date legal or other information.

Readers of this update should contact their attorney to obtain advice with respect to any particular legal matter. No reader, user, or browser of this update should act or refrain from acting on the basis of information on this site without first seeking legal advice from counsel in the relevant jurisdiction. Only your individual attorney can provide assurances that the information contained herein – and your interpretation of it – is applicable or appropriate to your particular situation or facts. All liability with respect to actions taken or not taken based on the contents of this update are hereby expressly disclaimed. The content set forth in this update is provided "as is;" no representations are made that the content is error-free.

Overview

- 2019 was a big year for legislation.
- Over 820 bills (not all employment related) signed into law by Governor Newsom.
- BIG ISSUES
  - The "employment relationship"
  - Privacy
  - Arbitration Agreements
  - Harassment and Discrimination
- CONSIDERATIONS
  - Big win for the plaintiff's bar as attorney's fees are generally recoverable in most employment law matters.
  - Some bills are retroactive and may mean that once barred actions may now be permitted, potentially expanding liability for employers.

IRS Updates W-4

- New form can be found here: https://www.irs.gov/pub/irs-pdf/fw4.pdf (last accessed January 30, 2020).
- According to the IRS: "Employees who have submitted a W-4 form in any year before 2020 will not be required to submit a new form merely because of a redesign. Employers can continue to compute withholding based on the information from the employee's most recently submitted Form W-4."
- Frequently Asked Questions on the new form can be found here: https://www.irs.gov/newsroom/faqs-on-the-2020-form-w-4

AB 5 – Independent Contractors

- Effective: January 1, 2020
- Codifies *Dynamex Operations West, Inc. v. Superior Court of Los Angeles*
- The "ABC test" provides that: "A person providing labor or services for remunerations shall be considered an employee rather than an independent contractor unless the hiring entity demonstrates that all of the following conditions are satisfied:
- **ABC Test**
  - **A** – The worker is free from the control and direction of the hiring entity in connection with the performance of the work, both under contract for the performance of the work and the work in fact;
  - **B** – The worker performs work outside the usual course of the hiring entity's business; and
  - **C** – The worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed.

AB 5 – Independent Contractors

- EXCEPTION 1 – Certain professions specifically set out in the statute.
  - Insurance agents, physicians, surgeons, dentists, podiatrists, psychologists, veterinarians, lawyers, architects, engineers, private investigators, accountants, securities brokers, direct sale salesperson (e.g. Avon reps), commercial fisherman, real estate agents, and repossession agencies.
- EXCEPTION 2 – Certain contracts for professional services which meet all required criteria.
  - Marketing, administrator of human resources, travel agent services, graphic design, grant writer, fine artist, services provided by an enrolled agent, payment processing agent, still photographer or photojournalist licensing content less than 35 times per year to the hiring entity, freelance writers, editors, or newspaper cartoonists submitting less than 35 times per year to the hiring entity, services provided by estheticians, electrologists, manicurists, barbers, and cosmetologists.
- EXCEPTION 3 - A bona fide business to business contract relationship with a sole proprietorship, partnership, LLC, LLP, or corporation that contracts to provide services to another such business and all of the following criteria are met.

AB 5 – Independent Contractor

- Exceptions 2 & 3 have additional contracting and transaction requirements that must also be met for an independent contractor relationship to be found.
- Even if exception is met, the employer must still go through on more additional step and apply the old *Borello* 12-factor test to ultimately determine independent contractor status.
- Legal Challenges
  - **Gig economy** – Uber and Postmates joined a lawsuit filed by two drivers for U.S. Constitutional violations.
  - **Motor Carriers** - Legislative Update January 16, 2020: U.S. Southern District Court granted a preliminary injunction against the enforcement of AB5 against motor carriers.
- Assess all non-traditional employment relationships against the new laws and make all necessary classifications determinations. The burden of proof is on the employer to show that an independent contractor relationship exists.

AB 9 – Employment Discrimination

- Effective: January 1, 2020
- Extends an employee's time to file complaints with California's Department of Fair Employment and Housing (DFEH) from **1 year** to **3 years**.
- This "statute of limitations" (SOL) provision is six times longer than the federal SOL and three times longer then the previous state SOL.
- Potential plaintiffs still have one (1) year to file a lawsuit after they receive a "right to sue" letter from the DFEH.
- Impacts record retention requirements for employers. Employers could be in a situation to defend a lawsuit *up to four (4) years* after the incident occurred.
- DOCUMENT, DOCUMENT, DOCUMENT.
- TRAINING, TRAINING, TRAINING.

AB 51 – Arbitration Agreements

- CASE UPDATE: On December 30, 2019, a federal court in California issued a last minute temporary restraining order blocking AB 51 from going into effect. Now, the temporary restraining order remains in place and the matter has been taken under submission with supplemental briefing to be filed on January 17, 2020, and January 24, 2020.
- Intended to be Effective: January 1, 2020
  - California is waging a war on Arbitration Agreements in the employment context.
- Bans mandatory arbitration agreements and prohibits employers from making them a condition of employment. Bill is not retroactive.
- Prohibits any opt-out of a waiver provision or any requirement for an employee to take any affirmative action in order to preserve a right.
- Prohibits retaliation, discrimination, threats, termination or any other forms of harassment against an applicant for employment or any employee if they refuse to consent to any waiver of any right, forum, or procedure for a violation of specific statutes governing employment.

AB 203 – OSHA – Valley Fever

- Effective: January 1, 2020
- Requires certain construction employers in certain affected counties (including San Luis Obispo) to provide effective awareness training to all employees annually and before an employee begins work involving substantial soil disruption.
- May be included in the employer's injury and illness prevention program training or presented as a standalone training.
- Employers are not required to provide the training in the first year that the county is listed as highly endemic, but must provide the training in each subsequent year.

AB 673 – Wage and Hour

- Effective: January 1, 2020
- Amend Labor Code Section 210 and allows employees a private right of action to recover statutory penalties against an employer for late or unpaid wages.
- Initial violations carry a $100 initial violation
  - Subsequent violations, or any willful or intentional violations face a penalty of $200 for each failure to pay each employee.
- Employer must pay 25% of the amount of wages unlawfully withheld.
  - EXAMPLE: Biweekly pay of $1,000 is paid late.
    - Employee can recover $100 penalty plus $250 (25% of wages paid late).
- Also includes a failure to comply with Labor Code Section 1197.5 prohibiting unequal pay to employee of the opposite sex for substantially similar work.
- Employee cannot recover statutory penalties (PAGA) and also seek to recover and enforce civil penalties, the employee must choose one.

AB 749 – Settlement Agreements

- Effective: January 1, 2020
- Prohibits "no-rehire" clauses in settlement agreements related to an employment dispute.
- Includes any employee who files a claim against their employer in court, before an administrative agency, in an alternative dispute resolution forum, or through an internal complaint process.
- No-hire clause may still be included in settlement agreements with an employee that has committed sexual harassment or sexual assault, and in severance or separation agreements unrelated to employment disputes.
- Employer is not required to rehire a former employee if the employer had a legitimate nondiscriminatory or non-retaliatory reason for terminating the employee's employment.

AB 1066 – Agricultural Workers Overtime

- Effective January 1, 2020
- Originally signed into law by Governor Brown in 2016 phases out the overtime exemption under IWC Wage Order 14 and phases in overtime according to the schedule below.

More than 25 Employees			25 or fewer employees		
YEAR	DAILY OVERTIME*	WEEKLY OVERTIME*	YEAR	DAILY OVERTIME*	WEEKLY OVERTIME*
2020	**9**	**50**	**2017-2021**	**10**	**60**
2021	8.5	45	2022	9.5	55
2022	8	40	2023	9	50

* Listed in hours.

AB 1223 – Organ Donation Leave of Absence

- Effective: January 1, 2020
- Requires private employers with 15 or more employees to permit an employee to take a paid leave of absence, not exceeding 30 business days in one year, for the purpose of organ donation.
- Employers are required to extend that leave of absence for an additional 30 business days in one year.
  - Extension is unpaid.
- Public employees are required to exhaust all available sick leave before taking unpaid leave.

AB 1554 – Notice to Employees

- Effective January 1, 2020
- Employers are required to notify any employee who participates in a flexible spending account of any deadline to withdraw funds.
- Notice requirement allows for a broad use of mediums:
  - Email
  - Phone
  - Telephone
  - Text
  - Mail
  - In-person

AB 1768 – Prevailing Wages: Public Works

- Effective January 1, 2020
- Previous law required that not less than the general prevailing rate of per diem wages be paid to workers employed on public works projects.
- This bill expanded the definition of public works to include any work conducted during a site assessment or feasibility study.
- Includes preconstruction work such as design, site assessment, feasibility studies, and land surveying regardless of whether any further construction work is conducted.

AB 1804 – CAL/OSHA Reporting

- Effective: January 1, 2020
- Requires employers to report serious workplace injuries, illnesses or death immediately (used to be within 24 hours) by telephone or through an online reporting system (which doesn't exist).
- Intended to replace email reports. Once online portal is created, email reports will no longer be accepted.
- Employers should continue to communicate required injuries, illnesses and death via email or telephone.
- Employers, especially those in high hazard industries, should monitor the development of the online system.

AB 1805 – CAL/OSHA Definitions

- Amends definition for "serious injury or illness" and "serious exposure"
- Bill now creates a reporting obligation for any in-patient hospitalization other than medical observation or diagnostic testing.
- Reporting obligation also exists for any employee who suffers and amputation, the loss of an eye, or any serious degree of disfiguration.
- Employer must also report serious injuries, illnesses or deaths arising from crimes by co-workers or third parties.
- Employer must also report serious injuries or fatalities caused by accidents on a public street or highway if the accident occurred in a construction zone.

Wildfire Smoke Regulation

- Effective September 30, 2019
- Emergency Regulation requiring employers to protect workers from hazards associated with wildfire smoke.
- Requires employees to develop a policy and include it in the Injury & Illness Prevent Plan. The policy must provide training and instruction on:
  - the health effects of wildfire smoke;
  - the right to obtain medical treatment without fear of reprisal;
  - how employees can obtain current air quality readings while working;
  - the requirements of the employer to protect workers from wildfire smoke;
  - the employer's communication system regarding wildfire smoke;
  - the employer's methods for protecting employees from wildfire smoke;
  - the importance, limitations, and benefits of using an approved respirator when exposed to wildfire; and
  - the proper use and maintenance of respirators.

Wildfire Smoke Regulation

- Employer's are required to monitor the air quality during a wildfire event and note the air quality index (AQI). The AQI is a publicly reported scale that measure the fine particulates in the air and produces an index based on the health concerns:

AIR QUALITY INDEX (AQI)		RESPIRATOR USE
301 – 500	Hazardous	Required
201 – 300	Very Unhealthy	Recommended
151 – 200	Unhealthy	Recommended
101 – 150	Unhealthy for Sensitive Groups	N/A
51 – 100	Moderate	N/A
0 – 50	Good	N/A

- Air is considered unhealthy when the AQI reaches 151.
- Employers must provide respirators to all outdoor workers when the AQI reaches 151 and if possible will attempt to relocate employees to areas where there is sufficient ventilation.
- **NO REPRISAL:** An employee may not be retaliated against or punished if they seek medical treatment

SB 83 – Paid Family Leave (PFL)

- Effective: July 1, 2020
- Increases eligibility for PFL Insurance wage replacement benefit from 6 to 8 weeks.
- In November, 2019 the Governor submitted a proposal to increase the duration up to 6 months by 2021-2022, address certain job protection provisions, and would increase the benefit amount up to 90% for low wage workers.

SB 142 – Lactation Accommodation

- Effective: January 1, 2020
- Applies San Francisco's workplace lactation accommodation model statewide.
- **Lactation room requirements:**
  - Cannot be a bathroom.
  - Must be in close proximity to employee's work area.
  - Must be shielded from view.
  - Must be free from intrusion while the employee is expressing milk.
  - Be safe, clean, and free of hazardous materials, as defined.
  - Contain a surface to place a breast pump and personal items.
  - Contain a place to sit.
  - Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.
- If a multipurpose room is used for lactation as well as other uses, lactation takes precedence over other uses.

SB 142 – Lactation Accommodation

- Employer must provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace.
  - If no refrigerator, the employer may provide another cooling device suitable for storing milk (e.g., a cooler).
- AG Employers – can provide a private, enclosed and shaded space, including, but not limited to an air-conditioned cab of a truck or tractor.
- Employers in multitenant buildings or multiemployer worksites may comply by providing a shared space so long as the employer is unable to provide a suitable lactation location in its own workspace.
- GCs coordinating multiemployer worksites may either provide lactation accommodations or provide a safe and secure location for a subcontractor employer to provide lactation accommodations on the worksite, within 2 business days, upon written request of any subcontractor employer with an employee that requests and accommodation.

SB 142 – Lactation Accommodation

- Wage and Hour issues: if lactation runs concurrently with normal rest breaks, it is paid. If not, lactation time is unpaid.
- Employers must have a policy in the employee handbook regarding lactation accommodation which include:
  - A statement about an employee's right to request lactation accommodation.
  - The process by which the employee makes that request.
  - Obligation by the employer to respond to that request.
  - Statement about the employee's right to file a complaint with the Labor Commissioner.
- Policy must be given on hire and when an employee makes an inquiry about or requests parental leave.
- Employers with less than 50 employees may apply for an exemption by demonstrating undue hardship causing significant difficulty or expense.
  - Required to make reasonable efforts, but still cannot be a bathroom.

SB 142 – Lactation Accommodation

- Denial of reasonable break time or adequate space for lactation is considered a failure to provide a compliant rest period. The employer is subject to a premium wage payment.
- Employees may file a complaint with the Labor Commissioner for violations.
  - Labor Commissioner has the authority to conduct an inspection and issue citations with civil penalties of up to $100 per day.
- This violation is NOT considered a misdemeanor.

SB 188 – Race Discrimination

- Effective: January 1, 2020
- The CROWN Act seeks to "Create a Respectful and Open Workplace for Natural Hair"
- Expands the definition of "race" under FEHA to include "traits historically associated with race including, but not limited to, hair texture and protective hairstyles.
  - Braids
  - Locks
  - Twists

SB 229 – Discrimination Hearings

- Effective: January 1, 2020
- Expands the appeal and enforcement powers of the California Labor Commissioner.
- Deals with citations for an employer's violation of anti-retaliatory provisions.
- Expedited procedure allows for:
  - An employer may request a hearing within 30 days of receiving a citation.
  - If employer does not request a hearing, the citation becomes final.
  - 10 days after the citation become final, the Labor Commissioner can apply for an entry of judgment.

SB 688 – Wage and Hour

- Effective: January 1, 2020
- Significant change in the Labor Commissioner's authority.
- Previously the only disputes that could be adjudicated before the Labor Commissioner were for failure to pay minimum wage or overtime, and reimbursement of expenses under Labor Code 2802.
- Bill allows the Labor Commissioner to adjudicate disputes regarding whether the contracted-for wage was paid.

SB 707 – Arbitration Agreements

- Effective: January 1, 2020
- Deals with payment obligations of the employer under any arbitration agreement.
- If costs or fees are not paid within 30 days of being due, then the employer is in material breach of the agreement.
- Employers who fail to pay may lose their right to compel arbitration.
  - Employee can immediately file a lawsuit.
- If litigation is already pending, then the statute of limitations is tolled for all claims relating to the claims brought in arbitration.
- Monetary sanctions against the employer are required.

SB 778 – Sexual Harassment Training

- Effective: August 30, 2019
- Extends the deadline for non-supervisory sexual harassment training to January 1, 2021.
- Employers with five or more employees, including temporary or seasonal employees, are required to provide two hours of sexual harassment training to all supervisors and managers, and at least one hour of sexual harassment training to non-supervisory employees.
- Requires that the training be provided to a supervisor within six months of assuming a supervisory role, and to a non-supervisor within six months of hire.
- Employers who have already complied with the training requirements in 2019 do not need to provide additional training until 2 years thereafter.

Case Law Notes: Discrimination and Termination

- **Ramirez v. San Francisco (April 2019)**
  - After learning that Ramirez was allegedly engaging in wage theft over a period of years (she would leave her job at the city, without clocking out, and work in the family restaurant) the city terminated her. At termination, the city provided her with a non-descript termination letter which did not list the reasons for the termination, instead the letter merely stated that her services were no longer needed. When sued for age discrimination, the city was stuck defending a meritless lawsuit. Though the city prevailed, this time and expense in litigation was unnecessary had they documented that the actual reason for termination.
  - **PRACTICE POINTER**: Document employee misconduct and poor performance sooner than later. If terminating for poor performance, ensure that detailed documentation exists for the reason for termination. "At-will" status is not a fail safe and should not necessarily be relied upon as a defense for claims of retaliation, discrimination, or harassment.

Case Law Notes: Fair Credit Reporting Act

- **Gilberg v. California Check Cashing Stores, LLC (January 2019)**
  - A prospective employer's disclosures were unclear and did not comply with the stand-alone document requirement of the Fair Credit Reporting Act (FCRA). The FCRA requires employers who obtain a consumer report on a job applicant to provide the applicant with a "clear and conspicuous disclosure" that the employer may obtain such a report "in a document that consists solely of the disclosure" before procuring the report. The disclosure in this case was contained in a separate, conspicuous pre-hire document that was presented to the prospective employee for signature before hire. The form was not FCRA compliant, however, because in addition to the FCRA disclosures, the form contained descriptions of applicant rights under various state laws that were inapplicable to the applicant and to extraneous documents that were not part of the FCRA-mandated disclosure.
  - **PRATICE POINTER:** Forms that are specific to certain employees rights should not be co-mingled with other forms.

Case Law Notes: Meal Periods

- ***Naranjo v. Spectrum Security Services, Inc.*** **(September 2019)**
  - Class action lawsuit brought by former and current security office alleged meal period premium and rest break violations. Spectrum had multiple, well documented policies that required security officer to take on-duty meal and rest breaks. The security officers were paid for the meal breaks, however, Spectrum did not use a separate written agreement with each employee that included required language indicating that the on-duty meal agreement could be revoked at any time. Spectrum owed each officer for one hour of premium pay. The Court of Appeal also held that violations of the Labor Code's meal break provisions, by themselves, do not entitle employees to pursue additional claims for improper wage statements and waiting time penalties.
  - PRACTICE POINTER: Two points. The first, make sure that all technical requirements regarding wage and hour laws are met. The second, that the court ruled that additional claims do not flow from meal break violations is a hug win employers. Though, you can expect this decision to be appealed to the California Supreme Court.

Case Law Notes: Meal Periods

- ***Esperza v. Safeway, Inc.* (June 2019)**
  - Safeway paid no meal premium pay for missed meal periods prior to June 17, 2007, regardless of whether or not an employee had been impeded or discouraged from taking a meal beak (see the Practice Tip below). Plaintiffs brought class claims against Safeway under the unfair completion law (UCL) (Bus. & Prof. Code, § 17200 et seq.), and also under the Labor Code Private Attorneys General Act of 2004 (PAGA) (Lab. Code, § 2698 et seq.) The plaintiffs claimed that Safeway's policy of refusing to follow the law and pay premium payments before June 2007 harmed employees in a way that could be measured separately from the missed premium payments themselves. The court dismissed these theories as the plaintiffs did not present evidence to show a widespread practice of not *providing* meal breaks, as required by the *Brinker* decision.
  - **PRACTICE POINTER**: An employer's duty under *Brinker* is only to provide an opportunity to take the meal break, to free employees from any obligation and control of the employer, and refrain from impeding or discouraging employees from taking their breaks. The duty is not to police the breaks or ensure the employees are not skipping them voluntarily. Audit your time records regularly and understand the WHY of any and all missed rest breaks and meal periods.

Case Law Notes: Joint Employers

- ***U.S. Equal Employment Opportunity Commission v. Global Horizons, Inc.* (February 2019)**
  - Ninth Circuit Court of Appeals held that fruit growing companies could be joint employers of temp workers that were provided under a labor contract. The labor contractor was required to source the workers, but also ensure that the workers were provided with appropriate meals, housing and transportation subject to reimbursement from the growers. Workers, many of them Thai, alleged discrimination and retaliation for their working conditions and treatment including abysmal living conditions, unsafe transportation, and missing or late wages. Some workers claimed that they complained directly to the growers. The court found that, as the growers had the power to require the contractor to abide by the terms of the contract, and could have stopped using the labor contractor, the growers could be liable as joint employers. The court also held that the grower could be jointly liable for discrimination.
  - **PRACTICE POINTER**: If you are a host employer, expect to be considered a joint employer. If you use staffing agencies, actively monitor their practices and audit their payroll.

Case Law Notes: Reporting Time

- ***Ward v. Tilly's, Inc.*** **(February 2019)**
  - The Second District Court of Appeal held that sales clerks at Tilly's clothing stores were entitled to reporting time pay for on-call shifts. Tilly's utilized multiple forms of on-call shifts: (1) the employee was only scheduled for an on-call shift for the day and was required to call in two hours before the shift to see if the employee needed to appear for work; (2) the employee was scheduled for regular shift which provided for a definite number of hours plus an on-call shift scheduled before the regular shift, and the employee was required to call in two hours before the on-call shift; (3) the employee was scheduled for a regular shift plus an on-call shift after the regular shift, in which case the employee would learn during the regular shift if the employee was needed for the on-call shift. The employee was subject to discipline if the employee failed to call in to see if the employee needed to appear for work. The court held that each version of the on-call shift required the employee to report to work. As a result the employer was required to compensate employees for reporting time pay when the employee was scheduled for work, but was not brought in.
  - **PRACTICE POINTER**: Schedule based on needs and be prepared to pay for the right to flexibly schedule employees. The courts do not seem receptive to allowing employers to have a bank of "on call" employees in case they are needed because this policy is seen as only benefiting the employer at the employee's expense.

Case Law Notes: Vehicles

- **Moreno v. Visser Ranch, Inc. (December 2018)**
  - California Court of Appeal held that an employer could be held liable for a third party's injuries that were negligently caused by an employee during non-working hours. Visser Ranch required its employee to be on call 24 hours a day, seven days a week, to respond to emergency calls for maintenance and repairs. To make the employee's response time quicker, the employer required the employee to drive a company truck at all times. The truck was equipped with the tools necessary for most maintenance and repair projects. The employee took the company truck to his brother's home for a family gathering. When the employee left his brother's home, he cause the automobile accident that injured the third party plaintiff.
  - **PRACTICE POINTER**: Unless you want to be your employee's insurer, set very clear guidelines on how company vehicles are used. Limit any use to company work times and solely for work purposes. If you want to allow an employee to take a company vehicle home make sure that this is optional and that you do not maintain control over what they do in their free time.

Minimum Wage Increases

- Effective: January 1, 2020
- $13 an hour for employers with 26 or more employees.
- $12 an hour for employers with fewer than 26 employees.
- Local minimum wages, if applicable, may be higher.

Conclusion

- Employers need to pay close attention to the applicability of these new laws and their practical implications.
- Remember that California courts and legislature will always give employees the benefit of the doubt. If a policy or procedure is solely for the benefit of the employer at the expense of the employee, there are probably issues.
- A pound of prevention is worth an ounce of cure. One the Labor Commissioner or the courts are involved, it is too late.

2020 UPDATES:

- Review and update employee handbooks;
- Evaluate workforce to ensure proper classification of employees/contractors;
- Review mandatory arbitration agreement and consider whether revisions are required; and
- Ensure that record-retention, personnel file management, and corresponding policies and procedures relating to investigations, counseling, write-ups, performance reviews and termination documents are well kept and preserved for at least four years.

Contact Us:

If you have any questions on the material, or would like assistance in assessing whether and how these new laws apply to your work force, we are here to help.

CARMEL & NACCASHA LLP
WWW.CARNACLAW.COM

San Luis Obispo Office

1410 Marsh Street
San Luis Obispo, CA 93401

TEL: 805.546.8785

Paso Robles Office

1908 Spring Street
Paso Robles, CA 93446

Tel. 805.226.4148

Ziyad I. Naccasha: z@carnaclaw.com

Ryan C. Andrews: randrews@carnaclaw.com

Emilie K. Elliott: eelliott@carnaclaw.com

*Update Disclaimer

The information in this update is for general information purposes only and is not intended to be legal advice or relied upon as legal advice and does not create an attorney-client relationship between you and our firm or any individual attorney of our firm (Carmel & Naccasha LLP or "the firm"). Instead, all information, content, and materials available on this update are for general informational purposes only. Information within this update may not constitute the most up-to-date legal or other information.

Readers of this update should contact their attorney to obtain advice with respect to any particular legal matter. No reader, user, or browser of this update should act or refrain from acting on the basis of information on this site without first seeking legal advice from counsel in the relevant jurisdiction. Only your individual attorney can provide assurances that the information contained herein – and your interpretation of it – is applicable or appropriate to your particular situation or facts. All liability with respect to actions taken or not taken based on the contents of this update are hereby expressly disclaimed. The content set forth in this update is provided "as is;" no representations are made that the content is error-free.

THANK YOU!