

\$6,011,190 in settlement. INFORMATION: The court noted that this amount is the best settlement in the Dept.'s

**EMPLOYMENT LAW**

**SEXUAL HARASSMENT**  
Hostile Work Environment

Plaintiff: Defense.  
CASE/NUMBER: Amber Deem v. Israel De Los Angeles Wholesale, Israel De Los Angeles / 1271790.

COURT/DATE: Santa Barbara Superior / Feb. 19, 2010.

JUDGE: Hon. Timothy J. Staffel.  
ATTORNEYS: Plaintiff - Lauren J. (Law Offices of Lauren J. Santa Barbara).

Defendant - Jeffrey A. Dinkin, David L. Nye, Stirling & Hale, Santa Barbara) for Israel De Los Angeles.

Amber Deem and Israel Santos were employed by Israel De Los Angeles Wholesale Corp. in its Santa Barbara warehouse. Deem was a Tire Center Supervisor from 2007 until January 2008. Deem reported to Santos, a subordinate employee, he was sleeping on the job to get better hours. After investigating the report, Deem was transferred out of the warehouse in February. Deem took a medical leave of absence from Jan. 30.

Plaintiff's Contentions: Deem filed suit against Costco and Santos alleging sexual harassment. Deem contended that Santos made repeated sexual comments to female customers, as well as to Deem and about Deem sleeping on the job. Deem further contended that she reported his conduct to managers before and after becoming a supervisor, and Santos harassed her daily for over a year. Deem contended that Santos caused her emotional distress and Santos's failure to take appropriate action made it impossible for her to work since January.

OTHER INFORMATION: Denny's intends to file a Memorandum of Costs and motion for attorney fees upon the entry of judgment.

FILING DATE: Oct. 7, 2009.

**ENVIRONMENTAL LAW**

**ENVIRONMENTAL CONTAMINATION**  
Consumer Protection

BENCH DECISION: Preliminary Injunction.

CASE/NUMBER: Center for Food Safety, Organic Seed Alliance, Sierra Club, High Mowing Organic Seeds v. Thomas J. Vilsack / 4:2010-cv-04038-JSW.

COURT/DATE: USDC Northern / Dec. 1, 2010.

JUDGE: Hon. Jeffrey S. White.

ATTORNEYS: Plaintiff - Paul H. Achitoff (Earthjustice, Honolulu, Hawaii); George A. Kimbrell, Kateryna L. Rakowsky, Paige M. Tomaselli (Center for Food Safety, San Francisco).

Defendant - Luther L. Hajek, Beverly Li (U.S. Department of Justice, Washington, District of Columbia); Philip Perry (Latham & Watkins, Washington, District of Columbia) for Monsanto Co.; Nancy Bryson (Holland & Hart, Washington, District of Columbia) for Syngenta; Harry Zirlin (Debevoise & Plimpton, New York, N.Y.) for Betaseed; Gilbert Keteltas (Howrey, Washington, District of Columbia) for American Crystal Sugar Co.

FACTS: On Jan. 23, 2008, Earthjustice and The Center for Food Safety filed suit on behalf of a coalition of farmers and conservation groups challenging the U.S. Dept. of Agriculture's (USDA) deregulation of "Roundup Ready" sugar beets. Monsanto created "Roundup Ready" crops to withstand its Roundup herbicide. Previous Roundup Ready crops like soy, cotton, and corn have led to greater use of herbicide and led to the spread of herbicide resistant weeds on millions of acres throughout the country where they are grown. The Roundup Ready crops were also shown to contaminate conventional and organic crops.

On Sept. 21, 2009, Federal District Judge Jeffrey S. White ruled that

**INTELLECTUAL PROPERTY**

**COPYRIGHT INFRINGEMENT**  
Unfair Business Practices

VERDICT: \$150,000.

CASE/NUMBER: L.A. Printex Industries Inc. v. G&G Multitex Inc., et al. / CV-09-2812 ODW (RZx).

COURT/DATE: USDC Central / Dec. 8, 2010.

JUDGE: Hon. Otis D. Wright II.

ATTORNEYS: Plaintiff - Scott A. Burroughs (Doniger Burroughs, APC, Culver City).

Defendant - Jai ho Rho (Rho Law Offices, Pasadena).

FACTS: Plaintiff L.A. Printex Industries Inc. is a Los Angeles fabric company that owned the copyright in a textile design. Defendant G&G Multitex Inc. is a fabric broker that was interested in obtaining rights to an L.A. Printex textile design.

JURY TRIAL: Length, two days; Deliberation, two hours.

RESULT: The jury found that instead of entering into a license with L.A. Printex, G&G obtained the design from L.A. Printex and sub-licensed it to a third party, Unger Fabrik, without the permission or authorization of L.A. Printex.

The jury returned a finding of willful infringement and awarded the maximum amount of statutory damages allowed by the Copyright Act.

OTHER INFORMATION: L.A. Printex Industries will be moving for an award of attorney fees under the Copyright Act.

**INTELLECTUAL PROPERTY**

**MISAPPROPRIATION OF TRADE SECRETS**

California Uniform Trade Secrets Act

VERDICT: Defense.

CASE/NUMBER: Jasmine Networks Inc. v. Marvell Semiconductor Inc., et al. / CV801411.

COURT/DATE: Santa Clara Superior / Nov. 24, 2010.

JUDGE: Hon. William J. Elfving.

ATTORNEYS: Plaintiff - Anthony J. Trepel (Trepel Law Offices, San

Stringer, Centerfire Golf Company, New River Industries Corporation, Steve Fluke, EZee Golf, LLC / 3: 2008-cv-05574.

COURT/DATE: USDC Northern / Sept. 15, 2010.

JUDGE: Hon. William H. Alsup.

ATTORNEYS: Plaintiff - Andrew K. Jacobson (Bay Oak Law Firm, APLC, Oakland).

Defendant - James M. Barrett (Law Offices of James M. Barrett, Mountain View).

FACTS: Plaintiff Swingless Golf Club Corp. sued Roy Taylor, James Stowell, Jack Galanti, Mike Stringer, Centerfire Golf Co., New River Industries Corp., Steve Fluke, and EZee Golf, LLC alleging patent infringement, misappropriation of trade secrets, unfair competition, Lanham Act violation, and breach of contract related to the "Swingless" golf club. The "Swingless" golf club is a pyrotechnic device that blasts golf balls hundreds of yards down a fairway. It is designed for "golfers who cannot (or would rather not) swing." The golf club is designed to look like a traditional club except that it is loaded with gunpowder.

Defendants Taylor, Stowell, Galanti, Stringer, and Fluke filed a counterclaim for fraud, conversion, corporate waste, and breach of fiduciary duty.

RESULT: Judge William Alsup granted counterdefendants' motion for summary judgment on all of the counterclaims. He reminds defendants that "simply calling a statement 'fraudulent' does not make it so."

To conclude the order granting summary judgment, Judge Alsup writes that, "No mulligans on summary judgment or discovery will be permitted. Both sides must be ready to come out swinging."

STIPULATED JUDGMENT AND PERMANENT INJUNCTION: Swingless and defendants stipulated to entry of judgment on September 21, 2010. The judgment holds defendants liable for a sum of \$179,500.00 to be received within 30 days. If plaintiff does not receive payment within 30 days, four of five defendants will be liable for 150% of their share, for \$247,750.00 total.

and failed to make pay promissory notes.

DEFENDANTS' CONTENTIONS: The franchisees denied the allegations and filed a counterclaim alleging breach of contract, lack of good faith and fair dealing, and unfair competition.

DAMAGES: Prudent damages, general, special and consequential damages, as well as interest.

RESULT: The parties entered into a settlement for \$1.75 million.

**PERSONAL INJURY**

**AUTO V. TRUCK**  
Rear-End Collision

VERDICT: Defense.

CASE/NUMBER: Theodor Nottebohm, Andreas Joseph Kellogg, Christy Kellogg / CIV090741.

COURT/DATE: Marin Superior / June 24, 2010.

JUDGE: Hon. M. Lynn.

ATTORNEYS: Plaintiff - Ricucci (Law Offices of Ricucci, San Francisco).

Defendant - Katherine Philip A. Segal (Kern & Segal, San Francisco).

MEDICAL EXPERTS: Dr. Golchenreh, alternate; San Rafael; Tracy A. neurology, Corte Madera.

Defendant - Floyd F. neurology, San Francisco.

TECHNICAL EXPERTS: - Michael Mahoney, reconstruction, San Francisco.

FACTS: On March 5, 2009, Nottebohm operated by Christy Kellogg ended a vehicle operation at the intersection in San Francisco.

Nottebohm and her husband filed an action against Kellogg, the owner of the vehicle.

Nottebohm and her husband filed an action against Kellogg, the owner of the vehicle.

PLAINTIFFS' CONTENTIONS: Plaintiffs claimed that Kellogg operated the vehicle in a negligent manner, and that Kellogg should be held vicariously liable.

DEFENDANTS' CONTENTIONS: Defendants admitted liability but challenged the damages claimed that the inju