

AMERICAN ASSN. OF WOMEN  
337 Washington Blvd., Ste. 1  
Marina del Rey, CA 90292  
(310) 822-4449

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT  
SMALL CLAIMS DIVISION**

RECEIVED  
JAN 05 2011  
BY

DONALD L. ZACHARY,

Plaintiff,

vs.

AMERICAN ASSOCIATION OF  
WOMEN, FULL DISCLOSURE  
NETWORK, and LESLIE  
DUTTON,

Defendants.

Case No. SM 10A02408

**DEFENDANTS'/APPELLANTS'  
APPEAL TO SUPERIOR  
COURT FROM SMALL  
CLAIMS COURT JUDGMENT**

DATE: January 10, 2011

TIME: 1:30 pm

This case concerns an attorney suing a client for nonpayment for work performed that he knew he was not authorized to perform, while at the same time he ignored the assignment he was given and refused to perform the work for which he was contracted.

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SUPERIOR COURT  
WEST DISTRICT

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This case concerns an attorney suing a client for nonpayment for work performed that he knew he was not authorized to perform, while at the same time he ignored the assignment he was given and refused to perform the work for which he was contracted.

1 Defendants will show conclusively herein that Zachary is not entitled to  
2 collect any money on his May 31, 2010 invoice for \$3,253.02 other than the  
3 \$360 already paid for authorized work Zachary performed. In addition he is not  
4 entitled to collect on the delayed \$900 invoice dated August 2, 2010 because  
5 client AAW could not verify the charges.  
6  
7

8 On October 8, 2010, the Superior Court of Los Angeles County, Small  
9 Claims Division, entered a judgment in favor of plaintiff and against defendant  
10 American Association of Women (after dismissing plaintiff's claims against  
11 defendants Full Disclosure Network and Leslie Dutton). Defendants appeal said  
12 judgment, pursuant to California Code of Civil Procedure Section 116.710, as  
13 follows:  
14  
15  
16  
17

18 **Factual Background**

19 In July of 2008, attorney Donald Zachary (hereinafter referred to as  
20 "Zachary"), the plaintiff in this case, was retained by the American Association  
21 of Women, Inc. ("AAW") to review a contract proposed by Zillion TV  
22 Corporation for the distribution of television programs produced by Full  
23 Disclosure Network<sup>®</sup>, a Registered Trademark of AAW, a defendant in this  
24 action.  
25  
26  
27  
28

1           The retainer/fee agreement governing that matter (a true and correct copy  
2 of which is attached hereto as Exhibit A and is incorporated herein by this  
3 reference as though set forth in full) specified that the legal services Zachary was  
4 to perform on AAW's behalf was that he was to "...review the [Zillion] contract  
5 and to discuss the best strategy for going forward."  
6

7  
8           The retainer/fee agreement also provided that "...no further agreement will  
9 be required for any additional work that you ask me to do."  
10

11           Plaintiff Zachary performed as agreed with regard to the Zillion contract.  
12

13           In early 2010, AAW engaged a different attorney (who had previously  
14 successfully represented AAW in a trademark infringement matter) to undertake  
15 a new defense of an AAW trademark infringement matter against Brooklyn Law  
16 School and others. "Attorney X" began a long course of emails and phone calls  
17 with attorneys representing the new infringer. The extensive communication  
18 included participating in telephone conference calls with the law school class for  
19 the "incubator project" that was representing one of their law students who was  
20 [mis]using the AAW trademark. [See Exhibit B, a true and correct copy of  
21 Attorney X's invoice dated April 5, 2010.]  
22  
23  
24

25           Two AAW Board members met with Attorney X specifically to advise him  
26 that AAW did not have money to continue the emails and telephone calls, and  
27 that AAW wanted him to file a lawsuit whereby AAW could recover its legal  
28



1 expenses (as he had done before), but Attorney X did not take action and,  
2 contrary to instructions, continued with the emails and phone calls. AAW  
3 subsequently notified Attorney X to cease acting on AAW's behalf.  
4

5 At the beginning of April 2010, plaintiff Don Zachary was contacted to  
6 inquire if he was qualified to handle a trademark infringement lawsuit defending  
7 an "incontestable" trademark. He replied that he was <sup>He was</sup> specifically told that  
8 Attorney X (who had successfully defended the mark previously) had been  
9 handling the matter, but that the AAW was unhappy with the excessive billings  
10 for ongoing emails and telephone calls back and forth with the infringers who  
11 continued to assert that they would not cease using AAW's trademark.  
12  
13  
14

15 When Zachary agreed to represent AAW in the infringement case in place  
16 of Attorney X, Leslie Dutton, President of AAW (hereinafter "Dutton")  
17 specifically asked Zachary about a retainer/fee agreement. Zachary informed  
18 Dutton that a retainer/fee agreement would not be necessary. Dutton explained  
19 to Zachary why the other attorney was being replaced: she was dissatisfied with  
20 this "email and phone call" method of handling the matter (running up the bill),  
21 she did not want it to continue, and that she wanted to file suit against the  
22 infringers, including the Brooklyn Law School.  
23  
24  
25

26 Zachary suggested, and Dutton authorized sending, what was to be a final  
27 "cease and desist" letter to the infringers, including Brooklyn Law School, on  
28

1 April 9, 2010, (a true and correct copy of which is attached hereto as Exhibit I).

2  
3 Dutton also authorized Zachary to obtain the file from Attorney X, and to review  
4 the file and previous billings of the attorney for the purpose of demonstrating the  
5 excessive billings and objectionable activity that had been taking place. AAW  
6 paid Zachary \$540 for the letter to Brooklyn Law School and for his review of  
7 Attorney X's file.  
8

9  
10 Because the infringers refused to stop using the AAW trademark (by  
11 removing the videos from You Tube and Facebook, and from the Brooklyn Law  
12 School website), Dutton expected Zachary to proceed with preparing a lawsuit,  
13 as they had previously discussed, not continuing unauthorized settlement  
14 negotiations started by Attorney X, which is what Zachary did instead.  
15

16  
17 In early to mid May 2010, Dutton began hearing from Zachary, sometimes  
18 by emails but primarily in telephone calls, that he was not enthusiastic about  
19 filing a lawsuit in the case. In an email of May 19th, Zachary even suggested  
20 that the Board of AAW would be in breach of its fiduciary duty if it filed a  
21 lawsuit. [A true and correct copy of the May 19, 2010, email is attached hereto  
22 as Exhibit C and is incorporated herein by this reference as though set forth in  
23 full.] The same email clearly shows that Dutton had been advising Zachary to  
24 file a lawsuit and he explained extensively why he did not want to do so.  
25  
26  
27  
28

1 However, even though Zachary resisted filing a lawsuit, he offers to do so if  
2 AAW would give him a \$25,000 retainer.  
3

4 AAW received an invoice from Zachary dated May 31, 2010 for  
5 \$3,253.02, which included charges for preparing a proposed settlement  
6 agreement between AAW and the infringers that AAW did not ask for nor  
7 authorize him to prepare. [Attached hereto as Exhibit D is a true and correct  
8 copy of the May 31, 2010 invoice which is incorporated herein by this reference  
9 as though set forth in full.] Zachary's itemized billing reveals that he had been  
10 contacting Brooklyn Law School with no intention of filing a lawsuit, very  
11 similar to how Attorney X had attempted to handle the case and contrary to  
12 AAW's precise instructions. It was only after AAW received the May 31, 2010  
13 invoice that it could fully be seen what Zachary was doing and that he was not  
14 following Dutton's instructions about filing a lawsuit.  
15  
16  
17  
18

19 When the AAW Board learned what had taken place, Dutton was  
20 instructed to notify Zachary that he should cease all activity on the case and to  
21 have no further contact with the infringers on AAW's behalf. [Attached as  
22 Exhibit E is a true and correct copy of Dutton's letter to Zachary dated June 7,  
23 2010, which is incorporated herein by this reference as though set forth in full.]  
24  
25  
26

27 AAW refused to pay Zachary's invoice.  
28



1 In September 2010, Zachary filed the complaint in the case at bar against  
2 AAW, Full Disclosure Network and Leslie Dutton with the Small Claims Court  
3 seeking to recover \$3,793.02. A hearing on the matter was conducted on  
4 October 8, 2010, before a judge at the Santa Monica Courthouse. Full  
5 Disclosure Network and Leslie Dutton were dismissed as defendants, but a  
6 judgment in the sum of \$3,793.02 was entered in favor of Zachary and against  
7 AAW. There being significant misconduct by plaintiff, resulting in judicial  
8 error, culminating in the entry of the inequitable judgment against AAW,  
9 defendant AAW hereby appeals the Small Claims decision.  
10  
11  
12  
13  
14

## 15 ARGUMENTS

### 16 17 **1. The Retainer/Fee Agreement Dated July, 16, 2008 Is Not Applicable to** 18 **This Case.**

19 At the Small Claims hearing, plaintiff Zachary was asked by the judge if  
20 there was a contract for legal services in this case. Zachary admitted not having  
21 a copy. Zachary then pointed to AAW's copy (Exhibit A hereto), and the Small  
22 Claims Court ultimately relied upon it. However, the agreement did not relate to  
23 Zachary representing AAW with regard to the infringement matter.  
24  
25

26 California Business and Professions Code Section 6148(a) requires that  
27 "... the attorney shall provide a duplicate copy of the contract signed by both the  
28



1 attorney and the client...". Zachary has never furnished AAW with such a  
2 duplicate copy signed by both parties. Before said agreement can even be  
3 considered as evidence by the Court, defendants submit that Zachary must first  
4 provide AAW and the Court with a copy signed by both parties.  
5

6  
7 Zachary's 2008 retainer/fee agreement provides "... no further fee  
8 agreement will be required for any additional work that you ask me to do...."  
9

10 The Small Claims Court noted in passing that "the statute" purportedly  
11 allows "perpetual" retainer/fee agreements, apparently referring to California  
12 Business and Professions Code Section 6148(d)(2), which provides that: "An  
13 arrangement as to the fee implied by the fact that the attorney's services are of  
14 the same general kind as previously rendered to and paid for by the client."  
15

16 [Emphasis added] Clearly, the 2008 Zachary agreement is **not** for "...  
17 attorney's services ... of the same general kind ..." as are at issue in the instant  
18 case. The 2008 agreement was specific in its terms in that Zachary was retained  
19 to review a contract for distribution of TV programs, whereas the present case  
20 concerns litigation in defense of a trademark.  
21

22 California Business and Professions Code Section 6148(d)(2) also requires  
23 attorneys to clearly spell out the nature of work to be performed.  
24

25 California Business & Professions Code Section 6148, at (d), provides:  
26  
27 "This section shall not apply to any of the following: ... (4) If the client is a  
28

1 corporation.” AAW is a corporation. Zachary therefore can not rely on any  
2 provisions of Section 6148 as authority for an “implied” retainer/fee agreement  
3 since no parts of Section 6148, including part (d)(2), apply to corporations—  
4 such as AAW.  
5

6  
7 Zachary’s desperate reliance on a two-year-old-plus retainer/fee agreement  
8 is an attempt to collect an unconscionable fee. Given the relative  
9 unsophistication of Dutton (who represented AAW) and given that Zachary,  
10 when asked, represented that no retainer/fee agreement was necessary, it can not  
11 be said that Dutton/AAW gave informed consent to the fees charged in  
12 Zachary’s invoice of May 31, 2010. Dutton fully expected to pay for litigation,  
13 i.e., filing a lawsuit, not for unauthorized duplication of a prior attorney’s work.  
14 (Rule 4-200, California Rules of Professional Conduct).  
15  
16  
17

18  
19 Further, Zachary failed to perform legal services with competence by  
20 recklessly failing to confirm the particulars of his assignment, to wit: pursue  
21 litigation against trademark infringers, not go over fruitless ground already  
22 covered by a prior attorney (Rule 3-110, California Rules of Professional  
23 Conduct.).  
24

25  
26 In summary, Zachary’s 2008 fee agreement with AAW is not relevant nor  
27 binding as to the present matter because:  
28

- 1           **A.**       Zachary failed to act competently by recklessly failing to confirm  
2                   the particulars of his assignment, contrary to Rule 3-110 of the  
3                   California Rules of Professional Conduct;  
4  
5           **B.**       Zachary failed to keep the client reasonably informed, contrary to  
6                   Rule 3-500 of the California Rules of Professional Conduct;  
7  
8           **C.**       Zachary's fee was unconscionable because it was for work  
9                   performed that was not assigned, authorized or with the informed  
10                  consent of AAW, contrary to Rule 4-200 of the California Rules  
11                  of Professional Conduct.  
12  
13

14  
15   **2.   Zachary Falsely Claimed in Small Claims Court that He Had Never**  
16   **Been Asked to File a Lawsuit**

17           In Small Claims Court, Zachary testified that he had never been asked to  
18           file a lawsuit against the trademark infringers. His testimony was witnessed and  
19           heard by four persons who have signed a joint affidavit [attached hereto as  
20           Exhibit F] attesting that they heard Zachary's testimony in court, that Zachary's  
21           testimony was and is false, and that Zachary's testimony constituted a fraud  
22           perpetuated upon the Court.  
23  
24

25           Answering one central question can shed light on the matter: Why did  
26           AAW terminate Attorney X's employment regarding the matter and ask Zachary  
27  
28



1 to take over? After all, Attorney X had previously successfully represented  
2 AAW in trademark matters and recovered substantial attorney's fees.  
3

4 The answer is that AAW was dissatisfied with the protracted and  
5 expensive email and telephonic negotiations engaged in by Attorney X and had  
6 determined that it was now necessary to bring a legal action to stop the  
7 continuing infringement. AAW's Dutton explained this reason to Zachary at the  
8 outset. If Dutton wanted protracted negotiations to continue, she would have  
9 stayed with Attorney X, who had a successful track record in prior instances.  
10  
11

12  
13 Logically, AAW must have wanted something different from Zachary and  
14 that was to proceed with litigation against the infringers. Whether AAW was  
15 right or wrong, wise or unwise, in its desire to pursue litigation is irrelevant.  
16 The client wanted to pursue litigation. An attorney is not at liberty to decide  
17 otherwise and pursue further negotiations which had previously not produced  
18 results the client wanted. Zachary's fee is unconscionable because it is for work  
19 performed that was not assigned (Rule 4-200, California Rules of Professional  
20 Conduct.)  
21  
22  
23

24  
25 Further proof of Zachary's false claim that he was never asked to file a  
26 lawsuit against the infringers is found in his own email of May 19, 2010 (see  
27 Exhibit C). Reading the entire email, including AAW/Dutton's "original  
28 message" printed at the bottom, it is abundantly clear that Zachary and Dutton



1 had been discussing for some time bringing litigation prior to May 19, 2010,  
2 and, in fact, since Dutton's first contact with Zachary. Zachary's claim is  
3 patently false and a brazen attempt to deny that he knew Dutton came to him to  
4 initiate litigation.  
5  
6  
7  
8

9 **3. Zachary Argued Against Litigation ... Before He Demanded A**  
10 **\$25,000 Retainer Fee**

11 In his email of May 19<sup>th</sup> [Exhibit C], Zachary argued that the litigation  
12 AAW wanted to pursue was a bad and unwise decision on the part of the  
13 organization. He actually argued for the merits of the infringers' case and even  
14 concluded that "... I think the members of your Board and you (Dutton) are  
15 running a great personal risk of being sued by firing off a lawsuit without further  
16 negotiations."  
17  
18

19 Clearly, no attorney should bring a lawsuit when he does not believe it has  
20 merit, when it will, in the attorney's opinion, put the client and others at "...  
21 great personal risk of being sued ..." (Rule 3-200, California Rules of  
22 Professional Conduct).  
23  
24

25 Yet in the very next paragraph, after exhaustively arguing against filing a  
26 lawsuit, Zachary says he will do so! And that "I will require at least \$25,000  
27 retainer ... ." Any attorney who will initiate litigation which he believes lacks  
28

1 merit and jeopardizes the client and others, as long as the money is there for him,  
2 violates his ethical duty to serve and protect a client's best interests (Rule 3-300,  
3 California Rules of Professional Conduct).  
4

5  
6 And, in an attempt to falsely portray himself as selfless in the matter,  
7 Zachary testified under oath before the Small Claims Court that he never asked  
8 AAW/Dutton for money as a retainer fee. (See Exhibit G, attached hereto and  
9 incorporated herein by this reference as though set forth in full.)  
10

11  
12 Furthermore, Zachary's claim is obviously false on its face as proved as  
13 Zachary's own email of May 19, 2010 (Exhibit C).  
14

15 An attorney who purposefully misstates facts while under oath in testifying  
16 before a court has clearly violated his ethical duty. Such a person is also in  
17 violation of California Penal Code Section 118, and should be punished  
18 accordingly.  
19

20  
21 Lastly, Zachary implicitly admitted in Exhibit C that there is no current fee  
22 agreement between the parties.  
23

24 Zachary's actions and false testimony are violations of Rule 5-200,  
25 California Rules of Professional Conduct, which directs that:  
26

27 "In presenting a matter to a tribunal, a member:  
28

1 (A) Shall employ, for the purpose of maintaining the  
2 causes confided to the member such means only as are  
3 consistent with truth;

4 (B) Shall not seek to mislead the judge, judicial officer,  
5 or jury by an artifice or false statement of fact or law;”

6  
7 **4. Zachary Knowingly Named Improper Parties as Defendants**

8 It was abundantly clear from the very beginning that Zachary’s only  
9 possible client was AAW, owner of the trademark Full Disclosure Network.  
10 Dutton was and is the President of the AAW Corporation, but had and has no  
11 personal liability for its debts. Zachary knew or should have known that his  
12 only recourse was to collect alleged unpaid fees against AAW alone and not its  
13 president. Zachary never alleged that Dutton was somehow personally liable.  
14  
15  
16

17 Naming Dutton as a defendant was intentional, wrongful and malicious in  
18 that it was an attempt to harass and embarrass her, putting her name in public  
19 records as a defendant in a lawsuit. Any attorney knowingly naming as a  
20 defendant parties who are unnecessary and improper to name, for the purpose of  
21 harassment and embarrassment, abuses the litigation privilege and violates his  
22 duty as an officer of the Court (Rule 5-200, California Rules of Professional  
23 Conduct).  
24  
25  
26

27 As for Full Disclosure Network, also named as a defendant, it is not even a  
28 person or corporate body capable of being sued. Full Disclosure Network is

1 merely a trademark owned by AAW. Naming Full Disclosure Network as a  
2 defendant in a lawsuit was an attempt to bring discredit upon AAW's trademark  
3 and harass and embarrass AAW by improperly making its trademark to appear  
4 in the public record as a defendant in a lawsuit.  
5

### 6 7 8 9 **5. Zachary Knowingly Failed To Keep His Client Informed.**

10 In an invoice dated August 2, 2010, Zachary suddenly billed AAW \$900  
11 for work allegedly done on April 1, 2010. (See Exhibit H, attached hereto and  
12 incorporated herein by this reference as though set forth in full.) This billing,  
13 four months after the fact, was impossible for AAW to investigate and verify.  
14 Being four months late meant AAW was not properly informed of how much  
15 money it was spending on attorney's fees in the matter. (Rule 3-500, California  
16 Rules of Professional Conduct.)  
17  
18  
19

20 The August 2, 2010 invoice is not the first time Zachary has discovered he  
21 was allegedly owed back attorney's fees. On the May 1, 2010 invoice, Zachary  
22 actually billed for alleged legal services in September and October of 2009!  
23 (See Exhibit I) With this precedent now established, one wonders when these  
24 sudden discoveries and belated invoices will stop coming. (Incidentally, AAW,  
25 in good faith actually paid the May 1, 2010 invoice in full.)  
26  
27  
28



1 Zachary has seen fit to “postpone” billing alleged legal fees, thereby  
2  
3 misinforming a client about an important aspect of his employment in a timely  
4 manner. (Rule 3-500, California Rules of Professional Conduct) He should not  
5 be allowed to profit from these deceptive billing practices and AAW should not  
6 be held responsible for the August 2, 2010 billing for \$900, which it could  
7 neither investigate nor verify.  
8

### 9 10 **6. Zachary’s Invoices Indicate Incompetence**

11  
12 In addition to naming the AAW trademark as a defendant in this matter,  
13 there is something peculiar about Zachary’s invoices. (See Exhibits “D”, “H”,  
14 and “I”) They all are addressed to Full Disclosure Network®, not an entity, but  
15 merely a trademark with no assets or ability to pay invoices. Surely any  
16 competent attorney knows that a trademark cannot be a client. So why is  
17 Zachary treating it as such?  
18  
19

20  
21 This approach on Zachary’s part as to who is the client betrays a basic  
22 mental/emotional confusion in Zachary’s mind, negatively affecting his legal  
23 performance. ( Rule 3-110, California Rules of Professional Conduct)  
24

25 Zachary thinks the client is the trademark. He thinks he alone can  
26 determine what is best for this “client” (which cannot talk back) and act  
27 according to his own wishes in the matter. He feels he can ignore the wishes of  
28

1 AAW (and its representative Dutton), which is the real client in this matter. His  
2 mental and emotional mind set of the trademark-as-client leads him to ignore or  
3 reject the wishes of the true client AAW, which wanted to pursue litigation. This  
4 mental and emotional "bit in the mouth" on Zachary's part led him to act  
5 incompetently in performing legal services, by going off in his own direction and  
6 failing to understand, undertake, and honor the wishes of the true client AAW.  
7 (Rule 3-110, California Rules of Professional Conduct)  
8  
9  
10

## 11 **7. Conclusions.**

12  
13 Zachary is not entitled to collect any money on his May 31, 2010 invoice  
14 for \$3,253.02, other than \$360 already paid for authorized items on May 1st and  
15 May 5th, nor on his \$900 belated invoice dated August 2, 2010 because:  
16

17  
18 1) The retainer/fee agreement dated July 16, 2008  
19 is not valid or applicable to AAW's trademark case and, by virtue of his own  
20 admission in Exhibit C and as otherwise set forth hereinabove, Zachary has no  
21 fee agreement wherein AAW gives informed consent to a fee;  
22

23 2) Zachary failed to act competently by recklessly failing to confirm  
24 the particulars of his assignment, which was to bring a lawsuit against trademark  
25 infringers;  
26

27 3) Zachary falsely testified under oath that he was never asked to file  
28 a lawsuit;

1           3) ~~Zachary falsely testified under oath that he was never asked to file~~  
2 ~~a lawsuit;~~  
3

4           4) Zachary strongly rejected the idea of filing a lawsuit for AAW but  
5 then agreed to do so for a \$25,000 retainer fee, violating his ethical duty to  
6 protect his client's best interests;  
7

8           5) Zachary intentionally, maliciously and improperly named Dutton  
9 and Full Disclosure Network as defendants in his Small Claims action, intending  
10 to harass, embarrass and injure them when he knew they were not liable for any  
11 alleged unpaid attorney's fees;  
12

13           6) Zachary should not benefit from his deceptive practice of sending  
14 tardy invoices for alleged fees, whereby he has failed to keep his client timely  
15 and reasonably informed.  
16  
17

18           7) Zachary's mental and emotional confusion led him to perform legal  
19 services incompetently.  
20

21           Zachary should take nothing by his complaint, and defendants pray so  
22 accordingly.  
23  
24

25 Dated: January 4, 2011

Respectfully submitted,

26  
27 

28 AMERICAN ASSOCIATION OF WOMEN  
By: Leslie Dutton, President

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA,  
3 COUNTY OF LOS ANGELES  
4

5 I am LESLIE C DUTTON I am over eighteen years of age, and not a  
6 party to the within cause. My address is 337 WASHINGTON BLVD #1  
7 MARINA DEL REY CA 90292

8 On January 4, 2011, I served the foregoing document described as  
9 **DEFENDANTS'/APPELLANTS' APPEAL TO SUPERIOR COURT**  
10 **FROM SMALL CLAIMS COURT JUDGMENT** on interested parties in  
11 this action by depositing a true copy thereof, which was enclosed in a sealed  
12 envelope, by fax addressed as follows:

13  
14 Donald L. Zachary  
15 371 Brockmont Drive  
16 Glendale, CA 91202

17 Served by email on this date to dzachary@dlzlaw.com and by U.S. Mail

18 I certify and declare, under penalty of perjury under the laws the State of  
19 California, that the foregoing is true and correct.

20 Executed on this 4 day of January, 2011, at Marina del Rey, California.

21  
22 *Leslie C Dutton*  
23 Print name: **LESLIE C. DUTTON**  
24  
25  
26  
27  
28



**LIST OF EXHIBITS:**

Exhibit A: Retainer/Fee Agreement,	July 16, 2008
B Harris Invoice	April 5, 2010
C: Zachary Email	May 19, 2010
D: Zachary Invoice	May 31, 2010
E: Dutton Letter	June 7, 2010
F. Joint Affidavit	January 2011
G. Baron Affidavit	January 2011
H. Zachary Invoice	August 2, 2010
I. Zachary Invoice	May 1, 2010
J Small Claims Subpoena	January 4, 2011

**THE LAW OFFICES OF DONALD L. ZACHARY**

1880 Century Park East, Suite 1004

Los Angeles, CA 90067-1623

Phone: (310) 203-0054

Fax: (310) 203-0064

Email: dzachary@dlzlaw.com

July 16, 2008

Ms. Leslie Dutton, President  
American Association of Women, Inc.  
337 Washington Blvd., #1  
Marina del Rey, CA 90292

Re: Agreement for Representation

Dear Leslie:

I'm honored that you have asked me to represent the American Association of Women ("AAOW"). This will confirm the terms of my engagement.

While it is impossible at this time to specify the exact nature, extent and the difficulty of the services I will perform for AAOW or the total amount of time that will be required, I understand that my initial assignment will be to review the proposed agreement between AAOW and X with regard to the proposed distribution of the Full Disclosure Network programs. I will exert my best efforts at all times to represent your interests and rights with respect to this projects and any others with respect to which you seek my assistance, and no further fee agreement will be required for any additional work that you ask me to do. I will not undertake any litigation, however, without a separate agreement.

With respect to fee arrangements, this will confirm that any representation will be based on my hourly rates in effect at the time services are rendered. Currently, my time is billed at \$450 per hour.

Since I think it will take me about an hour to review the existing agreements and to discuss with you the best strategy for going forward, you agree to pay an initial deposit of \$450. This sum will be used to pay

**EXHIBIT "A"**

Leslie Dutton, President  
American Association of Women, Inc.  
July 16, 2008  
Page 2

costs, expenses and fees for legal services. In addition to this initial deposit, once we decide whether to go forward, I may request that you make an advance payment to cover anticipated expenses and fees. You authorize me to pay the costs or fees incurred by me on your behalf. Any unused deposit at the conclusion of my services will be refunded.

In addition to the payment of my fees, you will be responsible for all out-of-pocket expenses, such as long distance telephone calls, photocopying charges, messenger service, travel and other costs that I advance on your behalf in connection with the representation. In case of large out-of-pocket costs (generally over \$500), I may asked AAOW to advance the costs or to pay them directly as they are incurred.

Since my clients usually like to keep track of my services, unless a different billing schedule is agreed upon, I bill clients for fees and costs on a monthly basis and, absent extraordinary circumstances agreed to in advance, my statements should be paid within 15 days from the date of rendition. If my statements are not paid promptly, I reserve the right to withdraw from representation.

It is my philosophy to render my clients prompt, efficient legal services consistent with the highest standards of legal excellence and to keep my clients fully and completely informed at all times as to the status of each matter. If you have questions about the status of the case or my billings, please feel free to call me.

I would appreciate it if you would confirm the terms of my representation, as outlined in this letter, by signing the attached copy of this letter and returning it to me.

Leslie Dutton, President  
American Association of Women, Inc.  
July 16, 2008  
Page 2

I appreciate your choosing me to provide representation to you and  
look forward to working with you.

Sincerely yours,

  
Donald L. Zachary

AGREED

American Association of Women, Inc.

By: \_\_\_\_\_  
Leslie Dutton, President



**SoCal IP**  
**Law Group LLP**

310 N. Westlake Blvd., Suite 120  
Westlake Village, California 91362  
phone +1 (805) 230-1350  
fax +1 (805) 230-1355

**INVOICE**

Tax ID #20-2486850

ATTORNEY-CLIENT

PRIVILEGED AND CONFIDENTIAL COMMUNICATION

April 05, 2010

Ms. Leslie Dutton  
American Association of Women  
337 Washington Blvd., Suite 1  
Marina Del Rey, CA 90292

Dear Leslie:

The following pages provide an itemized breakdown of our current professional fees and out-of-pocket costs for each matter for which we have rendered services.

Your account activity for the current billing period is summarized as follows:

New Charges:	\$1,486.00
Interest	\$0.00
Payments, Discounts and Credits:	\$0.00
Prior Balance:	<u>\$2,845.00</u>
<b>Balance Due:</b>	<b>\$4,331.00</b>

Please remit the Balance Due within the next 30 days. If you have already paid the Prior Balance, then you need only pay the New Charges, less any Payments, Discounts and Credits (as shown in the detail pages). Make your check payable to SoCal IP Group LLP. Our tax ID number is shown above.

Sincerely,



SoCal IP Law Group LLP

ldutton@fulldisclosure.net

EXHIBIT "B"

American Association of Women

April 05, 2010

Page 2

**SoCal IP**  
Law Group LLP

Our file no.: A017-L10004  
In Reference to: Masha Saeidi's use of "Full Disclosure" Trademark

Professional Services (fees):

		<u>Hrs/Rate</u>	<u>Amount</u>
3/24/2010 TLR	Enforcement, Litigation and Disputes Regarding IP Rights Print email correspondence for file; prepare and scan entire file for forwarding to Don Zachary, Esq.	2.00 215.00/hr	430.00
3/25/2010 TLR	Enforcement, Litigation and Disputes Regarding IP Rights Upload file contents to FTP site, send instructions to D. Zachary for download.	0.40 215.00/hr	86.00
	<b>Total new fees for this matter</b>	<u>2.40</u>	<u>\$516.00</u>
	<b>Previous balance for this matter</b>		<u>\$1,002.00</u>
	<b>Balance due for this matter</b>		<u><u>\$1,518.00</u></u>

American Association of Women  
 April 05, 2010  
 Page 3

**SoCal IP**  
 Law Group LLP

Our file no.: A017-T07355  
 In Reference to: FULL DISCLOSURE

Professional Services (fees):

	<u>Hrs/Rate</u>	<u>Amount</u>
3/1/2010 MDH Trademark prosecution Exchange emails with law professor regarding telephone conference.	0.20 485.00/hr	97.00
3/10/2010 MDH Trademark prosecution Prepare report on telephone conference with Brooklyn Law School professor including recommending terms for settling with MsSaeidi.	0.40 485.00/hr	194.00
3/12/2010 MDH Trademark prosecution Review letter from client with proposed letter to law school dean; telephone conference with client regarding letter and recommendstrategy.	0.40 485.00/hr	194.00
3/15/2010 MDH Trademark prosecution Send client additional copies of emails with Ms. Saeidi.	0.20 485.00/hr	97.00
3/18/2010 MDH Trademark prosecution Respond to client inquiry regarding communications with YouTube.	0.20 485.00/hr	97.00
3/22/2010 MDH Trademark prosecution Exchange emails with D. Zachary regarding his handling Saeidi matter and arranging for him to receive copies of documents.	0.30 485.00/hr	145.50

**EXHIBIT "B"**

American Association of Women  
April 05, 2010  
Page 4

**SoCal IP**  
Law Group LLP

Our file no.: A017-107355  
In Reference to: FULL DISCLOSURE

	<u>Hrs/Rate</u>	<u>Amount</u>
3/25/2010 MDH Trademark prosecution Arrange transmission of files to D. Zachary including email exchange with him.	0.30 485.00/hr	145.50
<b>Total new fees for this matter</b>	<u>2.00</u>	<u>\$970.00</u>
<b>Previous balance for this matter</b>		<b>\$1,843.00</b>
<b>Balance due for this matter</b>		<u><b>\$2,813.00</b></u>



