

VERDICTS & SETTLEMENTS

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Relentless Pursuit

Bruce Isaacs continues to pursue deals after others have given up, lawyers say

By Blaise Scemama
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LOS ANGELES — Negotiations between a famous musician and an injured concert-goer failed, but mediator Bruce Isaacs would not give up. He appeared at the first day of trial, again after a verdict had been reached, and now as the matter is appealed, he continues to pursue a resolution.

He is “not being paid for any of this by the way,” said Howard E. King of King Holmes Paterno & Soriano LLP, who represents the musician in the case. “Every mediator wants to close a matter. That’s how they measure themselves. But some will take a couple swings at the bat after the mediation and give up. He’s quite the opposite. He will keep going until there’s absolutely no chance of settling.”

Attorneys say Isaacs is a straight shooter with an evaluative and realistic approach to mediation and will relentlessly follow up until any resolution that can be reached, is.

King said he has used Isaacs in six mediations since he joined Signature Resolutions and described him as “cool, calm and collected but laser focused on finding a resolution.”

“And if that means he has to make 10 follow-up calls after the mediation is over and after he’s been paid for the mediation, he’ll do it,” King added.

After 37 years litigating entertainment, business and contrac-



Blaise Scemama / Daily Journal

tual disputes, Isaacs said he has modeled his approach to mediation on what he always wanted from a mediator. “When I was a consumer of mediation services, I really wanted mediators to be evaluative and would get frustrated when they weren’t,” Isaacs said.

As an attorney sitting in on multiple, high-profile, entertainment-related, mediation sessions, Isaacs said mediators often would simply reiterate what opposing counsel wanted without explaining how they calculated damages.

“You don’t really care what they want. You want to know what the methodology is to how they got there,” Isaacs continued.

Entertainment lawyer Martin Singer of Lavelly & Singer PC recently used Isaacs in a contentious contract dispute. The

mediation session began at 9 a.m. By 6 p.m., according to Singer, “We thought there was no possible way of reaching a settlement.”

However, after spending hours with the clients, gaining their trust and offering a realistic perspective, Singer said Isaacs was able to help the parties reach a settlement.

“He has an excellent temperament and did an excellent job dealing with some parties who may have taken strident positions,” Singer said. “To put it mildly, I thought he did a great job and I would strongly recommend using him.”

Shortly after graduating from Loyola Law School in 1981, Isaacs joined Swerdlow Glickberg & Shimer as an associate practicing entertainment law. He moved to Freedman & Sobel in 1983 and after four years

Bruce Isaacs

Signature Resolution LLC
Los Angeles

Areas of specialty:
entertainment, contracts,
business, real estate,
copyright infringement

of practice, joined forces with transactional entertainment lawyer Robert Wyman to open Wyman & Isaacs LLP.

“Everybody told us our business model was not smart because he was an entertainment transactional attorney and I was an entertainment litigator and usually those practices are kept separate. But we had a fantastic time,” Isaacs said.

After representing many of the largest motion picture production studios and TV networks, as well as high profile plaintiffs in the entertainment industry, Wyman & Isaacs merged with Davis Wright Tremaine LLP in 2015.

Drawing on his almost 40 years in the business, representing both plaintiffs and defense, Isaacs said the biggest mistake counsel can make in mediation is not knowing when to be objective about their case.

“I understand they are advocates and I know it’s not their job to be objective. However if there is a really obvious issue that they should be conceding on — not to the other side but when I’m in the room — and they still fight tooth and nail,

it's a little hard to take them as serious on other issues when they do have grounds to fight tooth and nail," Isaacs said.

While it should not be the first option, Isaacs said mediator's proposals are used more commonly today than when he was a practitioner. Whether it's by him or the parties, Isaacs estimates a mediator's proposal is suggested 60 to 75 percent of the time in his sessions.

"I don't come to a mediation saying, 'Boy, I can't wait to use a mediator's proposal,'" Isaacs said. "But a lot of times it's a technique that works and sometimes it's the only effective way to break a logjam."

Isaacs says after the parties decide to use a mediator's proposal, he conducts a pre-negotiation to shape the range and scope of the proposal.

"I tend to start with a short form proposal where it's really

pretty detailed, not only about the deal points but also about who's going to draft what and when, and what the long form is going to say and how payments are going to work," Isaacs said. "When it comes to enforceability, there's 664.6 for the state court and a federal equivalent. The point being, if they sign the short form and never get to the long form, they have an enforceable deal."

Some mediators say an exchange of briefs between opposing parties is helpful. Isaacs disagrees.

"I used to write a lot of mediation briefs and I am a fan of confidential mediation briefs," Isaacs said, "because the parties are going to shoot straighter with me when it's confidential."

When all else fails, Isaacs said a trial date can be an effective tool to jump start negotiations.

"When there's a trial date

looming, it's fantastic," Isaacs said. "When there is a motion for summary judgment pending that really has some teeth it's very helpful."

Entertainment and intellectual property attorney Lawrence Y. Iser of Kinsella Weitzman Iser Kump & Aldisert LLP used Isaacs' mediation services in a trademark case involving the concept of non-interfere use. In such agreements, a party can use another party's trademark to describe a product as long as it is not presented as an endorsement of the trademark owner, Iser said. With only a half-day to settle, Isaacs showed up to the session early with a strong understanding of the issues and was able to facilitate a settlement in that time, Iser said.

"You appreciate it when you walk in and it's a somewhat complicated IP case and yet

he knows what he's talking about, and you're not spending your time educating whomever the mediator is on a topic that perhaps they're not familiar with. With Bruce, being an IP litigator for so many years, he certainly had that knowledge in the bag. He was easy to talk to and completely understood the concepts at issue."

While he has yet to serve as an arbitrator Isaacs said he is "open for business," and welcomes the opportunity.

Here are some attorneys who have used Isaacs services: Martin Singer, Lavelly & Singer PC; Howard King, King Holmes Paterno & Soriano LLP; Lawrence Segal, Segal Law Group; Joseph Taylor, Frankfurt Kurnit Klein & Selz PC; Edward McPherson of McPherson LLP.