



GLENN PLATTNER

Partner

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BIOGRAPHY

Glenn Plattner is a partner in the firm's Chambers rated franchise group and has been certified as a specialist in franchising by the California State Bar. He has been recognized by Super Lawyers and Who's Who (California Edition) as one of the top franchise lawyers in California. Glenn focuses his practice on franchising, banking, and business litigation. His franchise experience includes representing franchisors in employee misclassification cases (under AB-5 and similar laws), termination proceedings and enforcement of contractual terms, such as covenants not to compete and protection of trademarks and trade secrets. Glenn represents national banks in disputes involving loan origination, the Homeowners Bill of Rights statutes and wrongful foreclosure disputes. Glenn has served as lead trial counsel in both state and federal court, and has handled many appeals, arbitrations and mediations. He has a number of opinions published by the Ninth Circuit, the California Court of Appeals and the Business Franchise Guide.

Glenn is the Inclusion & Diversity Partner for the firm's global Technology, Commercial & Government Affairs practice group and for the Los Angeles office. He served for 12 years as the Commercial Litigation Coordinator for the firm's Los Angeles office.

CIVIC INVOLVEMENT & HONORS

- *The Best Lawyers in America*, Franchise Law (2023-2024)
- Super Lawyers – Named by Los Angeles Magazine as a Southern California Super Lawyer (2009-present)
- Who's Who Legal – One of Top 20 Franchise Lawyers in California (2008-2009)
- *Who's Who Legal: Franchise* (2015-2016)

PROFESSIONAL AFFILIATIONS

- Certified Specialist in Franchise and Distribution Law by the State Bar of California
- State Bar of California – Chair, Board of Legal Specialization (2012-2014, 2016-2018)
- State Bar of California – Chair, Franchise & Distribution Law Advisory Commission (2008-2012)
- State Bar of California, Business Law Section – Co-chair, Franchise Law Committee (2001-2004)
- *The Franchise Lawyer* – Associate Editor (2008-2011)

COMMITTEE CONTENT

- Inclusion and Diversity Committee (Co-Chair 2021-present)
- Recruiting Committee

ADMISSIONS

- California, 1988

- United States Court of Appeals for the Ninth Circuit
United States District Courts for the Central, Eastern, Northern and Southern Districts of California

EDUCATION

University of California-Berkeley, J.D., 1988

University of California-Berkeley, B.A., *cum laude*, 1985

RELATED PRACTICE AREAS

- Franchising
- Antitrust
- Investigations
- Regulation, Compliance & Advisory
- AdTech
- PropTech
- Corporate
- Litigation & Dispute Resolution
- Consumer Finance Disputes
- Enforcement
- Litigation
- Regulation
- International
- Litigation & ADR
- Regulatory Franchising
- Transactional
- Franchise Mergers & Acquisitions
- Finance
- Business & Commercial Disputes

EXPERIENCE

- *U.S. Security Associates, Inc. v. Andrews Global Security, Randy Andrews*, (Cal. Superior Court 2023) (Represented plaintiff in a three week jury trial in a trade secret dispute. Jury award, including attorneys' fees, exceeded \$20 million.)
- *U.S. Security Associates, Inc. v. Randy Andrews*, 2020 WL 6375079 (Cal. App, 2nd Dist) (The Court of Appeal unanimously affirmed the trial court's decision to deny a motion to compel

arbitration, finding that despite the inclusion of an arbitration provision in the contract, arbitration should not be compelled because there were third parties in the case who were not bound by the arbitration provision. The Court rejected the argument that the doctrine of equitable estoppel mandated that the dispute be arbitrated.)

- *Saterbak v. JPMorgan Chase Bank, N.A.* (2016) 245 Cal. App. 4th 808 (Court rejected borrower's loan securitization theory that she did not owe payments on her mortgage loan because it had allegedly been transferred to a securitized trust years after the trust's closing date. The Court of Appeal unanimously affirmed the dismissal and found that the borrower lacked standing to challenge the securitization of her loan. The Court held that the assignment was, at worst, merely voidable, and not void. The Court found that her default on the loan was the source of her purported damages – not any assignment of the loan. Additionally, the court found that the borrower could not show harm from the assignment of her loan to a third party.)
- *Herman v. U.S. Bank, NA, et al*, 2015 W.L. 452168 (9th Cir. 2015) (Ninth Circuit affirmed borrower's wrongful foreclosure claims holding that the alleged defects in the chain of assignments and the absence of lawful ownership of the note were insufficient to show prejudice. The Court further rejected the claim that the bank breached its duty of care by failing to adequately respond to his inquiry regarding a loan modification. The Court held the appellant had waived this theory of relief because he failed to raise the claim in his complaint to the district court. The Court noted that even if it were to address the merits of the appellant's new claim, it would affirm the district court's decision "because the defendants did not agree to review and process [the appellant's] loan modification and therefore did not owe him a duty of care.")
- *Heng v. Washington Mutual Bank*, 2014 WL 5361722 (Cal. App, 2nd Dist) (Court of appeals affirms ruling sustaining demurrer based on a finding that Chase was not liable for alleged conduct by Washington Mutual and that trial court had authority to dismiss new claims to which leave to amend had not been granted)
- *AYU Global v. Sumitomo Corp., Bus. Franchise Guide (CCH)* ¶ 15,083 (Cal.App. 2013) (affirming dismissal of fraud claims, leading to dismissal of all claims by other 25 franchisees)
- *Shuster v. BAC Home Loan Servicing, et al.*, (2012) 211 Cal.App.4th 505 (Court rejects the borrower's theories that a blank in the deed of trust voids the deed and that only the original holder of the note can foreclose. Court re-affirms requirements that the borrower tender what is owed before challenging a foreclosure and also show prejudice caused by alleged defects by the bank in the foreclosure process)
- *AYU Global v. Sumitomo Corp.*, 2011 (Cal. Superior Court) (dismissing all contract, fraud, antitrust and concealment claims brought by franchisee tire dealers—bellwether case of 25

similar claims)

- *Duke v. Avis Rent a Car System, Inc. et al.*, 2010 WL 4706093 (Cal.App. 2 Dist.) (California Court of Appeal affirms trial court's ruling denying class certification to a group of agency operators who claimed that, contrary to their contractual agreements with Avis and Budget, they were employees and not independent contractors under California law)
- *Shakey's USA, Inc. v. Tutto's Pizza Corp. et al.*, 2009 WL 3211027 (E.D.Cal. 2009) and 2010 WL 14815 (E.D.Cal. 2010) (Permanent injunction and Lanham Act damages awarded to franchisor Shakey's where franchisee continued operating restaurant after the franchise agreement was terminated using Shakey's trademarks and trade secrets)
- *Dark v. Hilton Hotels Corp. et al.*, 2009 WL 4548351 (Ct. App. 2d Dist.), Bus. Franchise Guide (CCH) ¶ 14,296 (Franchisor not vicariously liable for franchisee's alleged negligence and violation of California's Unruh Act because there was no evidence that the franchisee and its employees were actual or ostensible agents of the franchisor)
- *Century Pacific, Inc. v. Hilton Hotels Corp.*, 2009 WL 4072087 (2d. Cir. 2009) (Second Circuit affirms trial court's ruling granting summary judgment in favor of Hilton on franchisee's fraud claims arising from the sale of the Red Lion hotel chain)
- *Kelley v. Countrywide Home Loans, Inc.*, 2009 WL 3489422 (E.D. Cal.) (Court grants motion to dismiss with prejudice on plaintiff's rescission and TILA claims due to failure to tender amounts owed and failure to establish equitable tolling of statute of limitations)
- *Exposito v. Hilton Hotels Corp. et al.*, Bus Franchise Guide (CCH) ¶ 14,071 (LASC 2008) (Granting summary judgment in favor of the defendants and finding that a franchisor, its Chairman and its General Counsel were not liable for claims under California's Unruh Act, Disabled Persons Act and Business and Professions Code § 17200 based on the alleged wrongdoing of franchisee)
- *Century Pacific, Inc. v. Hilton Hotels Corp.*, 528 F.Supp.2d 206 (S.D.N.Y. 2007) (Hilton's sale of Red Lion chain gave rise to no franchisee legal claims)
- *Ramada Franchise Systems, Inc. v. Kouza*, Bus. Franchise Guide (CCH) ¶ 13,282 (S.D.Cal. 2005) (No cure notice necessary after multiple disputes)
- *Custom House v. Doubletree*, Bus. Franchise Guide (CCH) ¶ 13,067, ¶ 13,068 (Ariz. Sup. Ct. 2005) (After new owner adopted Hilton's frequent guest reward program as new brand standard, franchisees were obligated to comply)
- *Days Inn Worldwide, Inc. v. Patel.*, Bus. Franchise Guide (CCH) ¶ 13,085 (S.D. Cal. 2005) (Court grants motion for preliminary injunction against former franchisees who continued to display

trademarks)

- *Century Pacific v. Hilton*, Bus. Franchise Guide (CCH) ¶ 12,800 (S.D.N.Y. 2004) (Contractual choice of New York law did not invoke protection of New York Franchise Sales Act)
- *Adees Corp. v. Avis-Rent-A-Car*, Bus. Franchise Guide (CCH) ¶ 12,702 (C.D. Cal 2003) (Court grants motion for summary judgment for Avis, finding that under California law Avis' Agency Operator Agreement did not meet the definition of a franchise)
- *Jon K. Morrison. v. Avis-Rent-A-Car*, Bus. Franchise Guide (CCH) ¶ 12,701 (W.D. Wash 2003) (Court grants motion for summary judgment for Avis, finding that under Washington law Avis' Agency Operator Agreement did not meet the definition of a franchise)
- *El Pollo Loco v. Hashim*, 316 F.3d 1032 (9th Cir 2003) (Ninth Circuit affirms the granting of a preliminary injunction against a former franchisee who was terminated without an opportunity to cure for dishonest conduct.)
- *Pink Dot v. Teleport Communications Group*, 89 Cal.App.4th 407 (2001) (A public utilities tariff did not prohibit claims of fraud or gross negligence)
- *In the Matter of Hales v. Conroy's, Inc*, Bus. Franchise Guide (CCH) ¶ 12,177 (JAMS 2001) (Internet sales by Conroy's and its parent 1-800-FLOWERS did not breach the franchise agreement or implied covenant of good faith and fair dealing. Judgment for Conroy's)
- *Denny's v. Northeast Inn of Meridian, Inc.*, Business Franchise Guide (CCH) ¶ 11,552 (C.D. Cal 1998) (Mississippi franchisee, terminated for failure to adhere to civil rights decrees, required to litigate in Los Angeles)
- *Great Harvest Franchising v. McKinley*, Bus. Franchise Guide (CCH) ¶ 11,260 (C.D. Cal 1997) and *Great Harvest Franchising v. Artim*, Bus. Franchise Guide (CCH) ¶ 11,259 (E.D. Cal 1997) (Court denies franchisee's motion to dismiss finding that the covenant not to compete in the franchise agreement may be an enforceable partial restraint under California law)
- *Garcia v. Midas International, Inc*, Bus. Franchise Guide (CCH) ¶ 10,792 (Cal. Sup. Ct. 1995) (Court grants summary judgment for Midas finding that it was not vicariously liable for an alleged constructive discharge of a franchisee's employee)

RESOURCES

PUBLICATIONS

- "Educating Courts: Using Franchise Lawyers and Consultants as Expert Witnesses in Franchise Cases and Avoiding Exclusion of Testimony as 'Legal Opinion'", *Franchise Law Journal*, Fall 2022, co-authored with David Harford and Makaela O'Connell
- "Picking a Poison Pill-Selecting, Enforcing and Defending Against Liquidated Damages, Lost Profits Damages and Damages Waivers," American Bar Association, Forum on Franchising, October 2021
- "California Franchisors Need to Minimize Risk Before 'Employee' Storm Hits," *Bloomberg Law*, October 2019, co-authored with Jonathan Solish and Ashlee Difuntorum
- "Options For Calif. Franchisors After New Contractor Standards," *Law360*, October 2019, co-authored with Jonathan Solish
- "Best Practices for Handling Defaults and Terminations in Franchise Disputes," International Franchise Association, May 2015
- "Are Franchisors 'Employers'? A Summary of Recent Decisions, and What They May Mean to Franchisors," *Franchising Business & Law Alert* (January, February 2015), co-authored with Kristy Murphy
- "Can A Franchisor Be Sued for 'Malpractice'?" *Franchise Law News* (Q3 2011), by Glenn Plattner and Shelly Gopaul
- "Forum Selection in Franchise Dispute Resolution Provisions: Practice Developments," California Business Law Section Spring Meeting (May 2002) by Glenn Plattner, Anthony Hawthorne and Charles Rumbaugh
- "Franchise Law Unfolds" *Texas Lawyer*, Page 28, Dec. 7, 1998, by Glenn Plattner and Judith Gitterman
- "Saying No: Franchisor Exposure for Franchisee Transfer Restrictions," *Franchise Law Journal* (Spring 1997), by Glenn J. Plattner and Joel D. Siegel

SPEAKING ENGAGEMENTS

- "Drafting and Enforcing Liquidated Damages and Future Lost Profits in Franchise Relationships", American Bar Association, Forum on Franchising, October 2021
- "Handling Franchise Defaults and Terminations," International Franchise Association Legal Symposium, May 2015
- "Attacks on the Franchise Model," The International Franchise Association Franchise Business Network breakfast, Orange County, Calif., Jan. 20, 2015

- “Roadmap to Franchise Defaults and Terminations,” American Bar Association Forum on Franchising, 2012
- “Forum Selection in Franchise Dispute Resolution Provisions: Practice Developments,” California Business Law Section Spring Meeting, May 2002

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Awards

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