2d Civil No. B256889

COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FIVE

MARK S. NOVAK,

Petitioner and Appellant,

v.

DANA TEITLER TRUST,

Respondent and Appellee.

Appeal from the Los Angeles County Superior Court
The Honorable Roy L. Paul, Judge
The Honorable James A. Steele, Judge
Case No. LP013320

APPELLANT'S REPLY BRIEF

GREINES, MARTIN, STEIN & RICHLAND LLP
*Robin Meadow, SBN 51126
rmeadow@gmsr.com
David E. Hackett, SBN 271151
dhackett@gmsr.com
5900 Wilshire Boulevard, 12th Floor
Los Angeles, CA 90036
Tel: 310-859-7811 / Fax: 310-276-5261

Attorneys for Petitioner and Appellant
MARK S. NOVAK

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF AUTHORITIES

PAGE

CASES

STATUTES

TABLE OF AUTHORITIES

PAGE

STATUTES

OTHER AUTHORITIES

INTRODUCTION

Apart from its frivolous arguments—such as that Novak lacks standing, and that he failed to urge his Probate Code section 9391 argument before the probate court ruled—the respondent's brief is pure ipse dixit. Its few authorities, when relevant at all, rarely support the propositions for which they're cited. It all but completely ignores Novak's arguments and authorities. What's left is nothing but conclusions that are unsupported by reasoning or authority.

The probate court made an obvious error that denied Novak any compensation for more than 320 hours of work and more than $7,000 in costs. Its order denying Novak's petition must be reversed with directions to grant the petition.

ARGUMENT

I. NOVAK HAS STANDING, BECAUSE HE HAS ALLEGED AN INVASION OF HIS LEGALLY PROTECTED INTERESTS.

Michael offers no authority for his lead argument that Novak lacks standing. That's hardly suprising: No authority exists.

Standing is simply "a 'party's right to make a legal claim or seek judicial enforcement.'" (*Librers v. Black* (2005) 129 Cal.App.4th 114, 124, quoting Black's Law Dict. (8th ed. 2004) p. 1442, col. 1.) "In general terms, in order to have standing, the plaintiff must be able to allege injury—that is, some 'invasion of the plaintiff's legally protected

interests.'" (See *Angelucci v. Century Supper Club* (2007) 41 Cal.4th 160, 175, citations omitted.) "[N]othing further is required." (5 Witkin, Cal. Procedure (5th ed. 2008) Pleading, § 908, p. 323.)

There's no possible question that Novak has alleged a legally-protected interest: his entitlement to payment for the hundreds of hours and thousands of dollars he spent on Douglas's case, secured by the lien created by his contingency fee agreement. There's equally no question that he has alleged an invasion of that legally-protected interest: Michael's refusal to honor the lien.

Michael's argument, such as it is, doesn't actually address standing at all, but rather the *merits*: He claims that Novak has no enforceable lien. He's wrong about that, but the argument is irrelevant to the threshold question of whether Novak has standing. He plainly does.

II. NOVAK HOLDS AN EQUITABLE LIEN AGAINST DOUGLAS'S BENEFICIAL INTEREST IN THE TRUST.

A. The Stipulation For Settlement Conferred Upon Douglas A Present Beneficial Interest In The Income And Principal Of The Dana Teitler Trust.

Michael repeatedly acknowledges that Douglas held a "beneficial interest" in the Dana Teitler Trust (Trust), using those exact words. (RB 3, 5, 9, 10, 11, 13, 14, 17.) He could hardly claim otherwise, because those are the words of the Stipulation for Settlement (Stipulation). (AA Tab 3, pp. 96-97.) But he characterizes Douglas's beneficial interest as

"contingent" (RB 11), by which he apparently means it somehow vanished upon Douglas's death—and with it, Novak's basis for recovery. (See RB 10-11.) As our opening brief demonstrated (AOB 19-21), there is no basis for the argument.

1. The Stipulation's language establishes that Douglas was a Trust beneficiary with a present, non-contingent beneficial interest in the Trust, not just a right to monthly payments during his lifetime.

Several provisions of the Stipulation defined Douglas's beneficial interest (Beneficial Interest Provisions):

- Douglas was to receive monthly $3,500 payments from the Trust;
- Douglas "will be entitled to receive forty percent (40%)" of "all assets, both principal and distributable income" in the Trust; and
- Douglas's beneficial interest in the Trust included Trust assets that had been distributed to him as well as Trust assets that had "not been distributed to" him.

(AA Tab 3, pp. 96-97; see AOB 7-8.)

Various provisions gave Douglas the power to dispose of his beneficial interest (Disposition Provisions):

- At his death, Douglas could dispose of all Trust assets actually distributed to him "by Will, Trust, or gift(s)";

- Half of Douglas's undistributed Trust assets—that is, assets "in which Douglas has a beneficial interest which have not been distributed to" him—were "assign[ed] to" Abigail (Dana's daughter) upon his death; and
- The other half of Douglas's undistributed Trust assets were subject to Douglas's "right to dispose of them by Will, Trust, or gift(s), except that if" he did "not so dispose of them," those interests would also be assigned to Abigail upon his death.

(See AOB, pp. 8-9, citing AA Tab 3, p. 97.)

None of these provisions was contingent on anything. They gave Douglas the absolute power to dispose of anything he received from the Trust, as well as half of his interest in undistributed Trust assets, in any way he chose, including as to the latter the power to make an *immediate* gift, either outright or in trust, that did not have to await his death. He also had the option, by doing nothing, to allow Abigail to receive the interest.

2. Michael's contrary construction of the Stipulation is inconsistent with its clear language.

Michael seems to claim that Douglas acquired only something like a life estate in the Trust assets, in the sense that his interest ceased upon his death if he had not already disposed of it. (See RB 3, 9-10, italics omitted [arguing that Douglas's "50% remainder beneficial interest . . . was contingent upon" Douglas "directing disposition of the interest by Will, Trust or gift" and because the "contingency did not occur," Douglas had

"no trust assets . . . upon (his) death"], 10-11, italics omitted [Douglas only ever "realized and/or collected" the monthly $3,500 payments "he received prior to his death"].)

This just isn't what the Stipulation says. (See generally AOB 19-21.) The Stipulation does not limit Douglas to receiving only the $3,500 monthly payments. To the contrary, the Beneficial Interest Provisions make clear that Douglas's interest extends beyond the payments to include "both *principal and* distributable income," and embraces "assets of [the Trust] which *have not been* distributed to" him. (AA, Tab 3, pp. 96-97, italics added.)

It's true that if Douglas did not dispose of his beneficial interest before death, Abigail would receive it. But that doesn't make Douglas's interest contingent. It means that *Abigail's* interest was contingent—it depended on Douglas's failure to give his interest to someone else.

B. Novak Acquired An Equitable Lien Against Douglas's Interest In The Trust At The Moment Douglas Himself Acquired That Interest.

1. The contingency fee agreement defines Novak's share of the settlement to include "all recoveries" and creates a lien to secure Novak's share.

In challenging Novak's lien creditor status, Michael characterizes Novak's petition as alleging that the source of his lien is "his 'Notice of Lien.'" (RB 9.) That was not, and is not, Novak's claim. What he alleged

was that the basis of his lien was the contingency fee agreement. (See AA Tab 3, pp. 53, 111-115; AA Tab 9, p. 148 [Novak's "lien is set forth in" his "fee agreement" with Douglas].) The notice did, however, confirm Novak's right to proceed against Michael. (See § II.C., *post*.)

Douglas and Novak agreed that Novak would have a 40% contingent interest in any settlement of Douglas's omitted-spouse claim, and that Novak had an attorney's lien to secure his interest in the settlement. When Douglas acquired a 40% beneficial interest in the income and principal of the Trust in settlement of his claim, the contingency fee agreement granted Novak a lien against 40% of that beneficial interest (i.e., 40% of Douglas's 40%). (See AOB 5-6, 15-16.)

Thus, the contingency fee agreement is the source of Novak's lien. And for the reasons presented in the opening brief, the lien attached to Douglas's beneficial interest at the moment Douglas himself acquired it. (See AOB 17-18 [because attorney's charging liens are equitable and equitable liens attach to assets as the assignor/debtor acquires them, Novak's attorney's lien attached as soon as Douglas acquired his beneficial interest in the Trust].)

Michael never argues that attorney's liens aren't equitable, or that equitable liens don't attach to assets as the assignor/debtor acquires them. Quite the contrary, he invokes Civil Code section 2883, one of Novak's authorities: "'An agreement may be made to create a lien upon property not yet acquired by the party agreeing to give the lien, or not yet in

existence. In that case the lien agreed for attaches from the time when the party agreeing to give it acquires an interest in the thing, to the extent of such interest.'" (RB 9.) That is what happened here: The moment Douglas acquired his beneficial interest, Novak's lien attached to it.

2. Michael's contrary construction of the contingency fee agreement is inconsistent with that agreement's clear language.

Michael instead argues, as he did below, that Douglas never actually "realized and/or collected" any assets beyond the $3,500 monthly payments he received from the Trust, so Novak's share extends only to those monthly payments. (RB 10-11; see AA Tab 5, pp. 130-131.)

Once again, Michael's interpretation of the contingency fee agreement is fundamentally at odds with its language. (See AOB 20-21.) The agreement does not limit Novak's share of Douglas's settlement to amounts Douglas actually receives in cash. Rather, Douglas agrees to pay Novak "40% of *all recoveries* by way of settlement" and defines the term "Recovery" as including "all distributions to Dana Kelly's estate from the Teitler Family Trust, i.e. distribution[s] to which [Douglas] is entitled to 50% as Dana Kelly's spouse." (AA Tab 3, p. 60, italics added.) These are not distributions to Douglas, but rather distributions *to Dana's estate*, which of course flow into the Trust. By way of the settlement, Douglas acquired—"recovered"—an interest in these distributions.

Michael's attempt to construe the contingency fee agreement narrowly to mean only funds actually received by Douglas ignores the well-accepted meaning of "recovery" in litigation: It's what the client gains, whether by settlement or judgment. The contingency fee agreement is clear that the term "Recovery" is not a word of limitation: As noted above, it "*includes, but is not limited to*," the described distributions. (AA Tab 3, p. 60, italics added.) Likewise, the contingency fee agreement's statement that "Attorney may retain his share in full out of the amount finally collected by settlement" (AA Tab 3, p. 61) does not impose a limitation, but rather *confers a right*. And in any case, it must be considered in conjunction with Douglas's assignment to Novak of "all *assets* and sums *realized* by way of settlement, arbitration, or trial." (*Ibid.*) Douglas's beneficial interest was an "asset" that he "realized"—achieved—by settlement. When all of its language is considered together, the agreement's intent is clear: Novak held a lien against anything and everything Douglas acquired by "settlement, arbitration, or trial," and that included his beneficial interest in the Trust. (See Civ. Code, § 1641 ["The whole of a contract is to be taken together, so as to give effect to every part, if reasonably practicable, each clause helping to interpret the other"].)

C. Novak's Lien Is Enforceable Against Michael, Both As Trustee And In His Capacity As Abigail's Guardian.

Michael also apparently claims that Novak's lien does not bind him, and that he presently owes Novak no duties, because he "was not a party to the Contingent Fee Agreement." (RB 5.) Wrong again.

"'If property which is subject to an equitable lien is transferred to a third person who has notice of the equitable lien or who does not give value, the equitable lien can be enforced against the property in the hands of the third person.'" (*Jud Whitehead Heater Co. v. Obler* (1952) 111 Cal.App.2d 861, 873, italics omitted, quoting Rest., Restitution, § 161, pp. 650-652.) That principle governs here, and connects the dots between Michael and Novak.

Michael is a transferee of Douglas's beneficial interest in the Trust: In his capacity as trustee of the Trust, Michael received "all distributions to Dana Kelly's estate from the Teitler Family Trust, i.e. distribution[s] to which [Douglas] is entitled to 50% as Dana Kelly's spouse." (AA Tab 3, p. 60.) Michael also is (or was at the time of the Stipulation) Abigail's guardian, and in that capacity the recipient of Douglas's beneficial interest that passed to Abigail subject to Novak's lien. So there's no question that Michael is the proper party to answer Novak's lien-enforcement claim, both as trustee and as guardian.

Similarly, there's no question that Michael had notice of Novak's equitable lien. Novak's January 2012 "Notice of Lien" informed Michael

of Novak's lien interest and warned Michael that if he were in possession of "assets in which Douglas Kelly has a beneficial interest, including cash distributable to Douglas Kelly," then "no such distribution to Douglas Kelly should occur unless you concurrently distribute" 40% of those distributions to Novak. (AA Tab 3, pp. 111, 112, 116.)

It is therefore irrelevant whether Michael was specifically named in the contingency fee agreement. Novak's petition seeks the enforcement of an equitable lien "against the property in the hands of the third person," Michael. (*Jud Whitehead Heater Co. v. Obler*, *supra*, 111 Cal.App.2d at p. 873, internal quotation marks omitted.) That kind of enforcement does not require any privity between the parties.

III. PROBATE CODE SECTIONS 9391 AND 5000 BOTH ESTABLISH THAT NOVAK WAS NOT REQUIRED TO FILE A CREDITOR'S CLAIM.

A. Section 9391 Permitted Novak To Enforce His Equitable Lien Without First Filing A Creditor's Claim In Probate.

1. There is no procedural bar to Novak's section 9391 argument.

Michael contends that Novak's reliance on section 9391 "is moot" because Novak did not argue "the applicability of Section 9391" before or during the probate court's motion hearing, and because he did not seek

reconsideration of the probate court's order. (RB 6-7.) The argument is frivolous.

Although the court expressed its intention to rule against Novak at the hearing on his petition, it did not file an order at that time. Rather, after the parties filed competing orders, it requested briefing. (See AOB 12.) It was only after that briefing, in which Novak raised section 9391, that the court actually filed its order. Michael concedes that Novak urged the applicability of section 9391 before then. (RB 7 [noting that the probate court issued its order "after receiving the letter briefs offered by both counsel].) That concession should end the matter.

The Code of Civil Procedure defines an "order" as a "direction of a court or judge, *made or entered in writing*, and not included in a judgment." (Code Civ. Proc., § 1003, italics added.) A writing is the essential ingredient of an order because it "'avoid[s] the uncertainty that can arise when attempting to enforce an oral ruling.'" (*Silverado Modjeska Recreation & Park Dist. v. County of Orange* (2011) 197 Cal.App.4th 282, 300, citation omitted [order is entered in the permanent minutes or is a formal order signed by a judge].) An oral ruling "'may not be clear or specific. Nor is an oral [or tentative] ruling necessarily the unequivocal decision of the court. A court may change its ruling until such time as the ruling is reduced to writing and becomes the [final] order of the court.'" (*Ibid.*, brackets in original.)

Novak argued the applicability of section 9391 before the probate court entered its final, written order. That's all he had to do.[1]

Nor was it "incumbent upon" Novak to seek reconsideration of the probate court's written order, as Michael claims. (RB 7.) "[A] party aggrieved by a ruling need not seek reconsideration in order to preserve the issue for later review—advocating an opposing position *before* the ruling is sufficient." (*Glaser, Weil, Fink, Jacobs & Shapiro, LLP v. Goff* (2011) 194 Cal.App.4th 423, 445, italics in original.)

2. Novak's reliance on section 9391 is well founded.

Novak's reliance on section 9391 is not just procedurally appropriate. Michael's own authorities show that it is substantively correct.

To recap, section 9391 permits equitable lienholders like Novak to enforce their liens without first filing creditor's claims in probate. (See AOB 22-23.) Although the statute requires a waiver of recourse against other property in the decedent's estate, the requirement is not absolute and has not been applied where a creditor has no claim to other estate assets. (See AOB 23-25.) Novak has no claim, and under his contingency fee agreement could not have a claim, to anything besides Douglas's interest in

---

[1] Even if Novak had somehow failed to timely raise the applicability of section 9391 below, it is "a pure question of law which is presented by undisputed facts" and may therefore be raised for the first time on appeal. (*Alfaro v. Community Housing Improvement System & Planning Assn. Inc.* (2009) 171 Cal.App.4th 1356, 1396, internal quotation marks and citation omitted.)

the Trust. Moreover, he has repeatedly asserted that he seeks no recourse against Douglas's other property. Because these facts entitled Novak to the lienholder protections of section 9391, he was not required to file a creditor's claim in Douglas's probate estate—much less, as Michael argues (RB 16), to open a no-asset estate in order to perform the futile act of filing a claim.

3. Michael's attacks on the applicability of section 9391 are meritless.

Michael does not seriously dispute the opening brief's arguments and authorities regarding section 9391. Rather, his chief attack on the applicability of section 9391 is to claim that Novak had no lien because there were simply "no trust assets to which the lien could attach upon [Douglas's] death." (RB 9-10.) But for all of the reasons presented in the opening brief and above, the argument is unsupportable. (See AOB 15-21; pp. 2-9, *ante*.) Novak certainly had a lien; it certainly attached to Douglas's beneficial interest in the Trust before his death; and his death certainly did not extinguish that beneficial interest.

Michael suggests that he is not subject to Novak's lien, claiming that "[t]he nexus in Section 9351 [*sic*; 9391] is between the lienholder and the personal representative of the debtor's estate" or his successors and that "awareness of a lien is not enough to create a duty to enforce the lien."

(RB 8, 12.)[2] But those arguments are beside the point. Novak is merely seeking to enforce a lien against the underlying subject property—that is, Douglas's beneficial interest in the Trust. (See pp. 9-10, *ante.*) Novak can enforce the lien against Michael and Abigail (or Michael as her guardian) as transferees of that underlying property.

Michael's seven-line response to our detailed discussion of section 9391 describes a few irrelevant facts from our "lien cases" and declares without explanation that "[n]one of the factual or legal issues discussed in the cited cases apply to the matter before this court." (RB 12.) This Court need not, and should not, pay any attention to this ipse dixit declaration. (*Badie v. Bank of America* (1998) 67 Cal.App.4th 779, 784-785 ["When an appellant fails to raise a point, or asserts it but fails to support it with reasoned argument and citations to authority, we treat the point as waived"].) The opening brief's authorities plainly construe and apply section 9391, and they plainly set forth the key principles that mandate applying the statute here.

---

[2] Whatever Michael means by his "nexus" point—he doesn't explain it—*Corporation of America v. Marks* (1937) 10 Cal.2d 218 offers him no help. Rather, it directly supports Novak. Addressing the predecessor to section 9391, former section 716, the opinion states that liens "may be enforced against the property subject to the lien, waiving recourse against other property, notwithstanding the time for filing a claim has expired and the estate has been closed." (10 Cal.2d at p. 221.) It thus confirms what Novak has been arguing all along: lienholders may enforce their liens without filing creditor's claims.

B. The Stipulation's Disposition Provisions Were A Section 5000 Nonprobate Transfer, And Novak Therefore Could Not Properly Have Filed A Creditor's Claim.

1. The Stipulation's Disposition Provisions make a nonprobate transfer of Douglas's beneficial interest in the Trust.

Michael's arguments against the application of section 5000 fare no better than his arguments against the application of section 9391.

Contrary to Michael's ipse dixit statement (RB 13), on their face the Disposition Provisions meet all of the requirements of section 5000, subdivision (b)(1). They are in writing. They direct payment, after Douglas's death, of "benefits due to, controlled by, or owned by" Douglas—namely his beneficial interest in the Trust—"to a person whom [he] designate[d] . . . in the instrument"—Abigail. (§ 5000, subd. (b)(1); see also AOB 29.)

Michael argues that if the Stipulation were intended to avoid probate, "the terms of the settlement would have specifically so provided." (RB 13.) But while a nonprobate transfer does avoid probate, nothing in section 5000 or any other law requires a declaration of the parties' intention to do so in order for a transfer to qualify as a nonprobate transfer. The

statutory language is clear, and it requires no magic language—just the elements listed above.[3]

Michael correctly notes that section 5000, subdivision (b)(1) requires a transfer "to a person whom the decedent designates either in the instrument or in a separate writing," and he argues that the Stipulation contains no such designation—"[i]n no manner," he says, can the assignment to Abigail if Douglas makes no other disposition "be construed as a 'designation.'" (RB 14.) More ipse dixit. Why not? The statute doesn't define "designate," but its ordinary meaning suffices to make Douglas's intent crystal clear: Abigail was to receive anything that Douglas didn't dispose of himself.[4]

Indeed, the Disposition Provisions bear many of the hallmarks of a Totten trust, which is a well-recognized form of nonprobate transfer. *Estate of Allen* (1993) 12 Cal.App.4th 1762 explains that in a Totten trust, a person creates a bank account for the benefit of another, but reserves the power to dispose of the account proceeds during his lifetime; if he does not

---

[3] Indeed, the nonprobate transfer statute disfavors formalities and is supposed to be construed "broadly to validate" many types of written instruments—not just the specific types of instruments listed in section 5000. (Cal. Law Revision Com. 1992 supp. com., 53 West's Ann. Prob. Code (2009 ed.) foll. § 5000, pp. 5-6; see AOB 29-30.)

[4] The Merriam-Webster online dictionary defines "designate" this way: "to officially choose (someone or something) to do or be something[;] to officially give (someone or something) a particular role or purpose." (<http://www.meriam-webster.com/dictionary/designate> [as of Jan. 13, 2015].) What did Douglas do, if not this?

do so, the remainder transfers outside of probate to the designated beneficiary.

> "Under a rule established in the New York case of *Matter of Totten*, if a depositor merely opens a bank account in his own name as trustee for another person, *intending to reserve the power to withdraw funds during his lifetime*, a tentative trust is created, revocable during the trustor's lifetime or by his will, and at his death presumptively an absolute trust. Partial revocation takes place whenever the depositor withdraws money from the account, *and the beneficiary is entitled only to the balance on deposit at death.*" (11 Witkin, Summary of Cal. Law (9th ed. 1990) Trusts, § 7, pp. 888-889.)

(12 Cal.App.4th at p. 1766, italics added.)

Just like a Totten trust, here the Disposition Provisions reserve to Douglas during his lifetime the power to dispose of half of his beneficial interest in the Trust by "Will, Trust or gift(s)." (AA Tab 3, p. 109.) Also like a Totten trust, they provide that if Douglas does not make a disposition, Abigail will receive what is left at his death. (*Ibid.*) The only structural difference from a Totten trust is that Michael, rather than Douglas himself, is the trustee. But for purposes of compliance with section 5000, the difference is irrelevant. If a Totten trust is a nonprobate transfer—and it unquestionably is—then the Disposition Provisions also made a nonprobate transfer.

2. Because Douglas made a section 5000 nonprobate transfer of his beneficial interest in the Trust, that interest could never have been part of his estate, and Novak's creditor's claim would have been a nullity, a meaningless act.

Michael does not dispute that if the Disposition Provisions made a nonprobate transfer, (a) Douglas's beneficial interest in the trust was not part of his estate; (b) Novak did not need to file a creditor's claim; and (c) the nonprobate transfer would not affect the lien's enforceability. (See AOB 31-34.) Indeed, Michael doesn't address these points at all, much less cite contrary authority.

Instead, he quotes the probate court's oral remarks regarding the application of section 5000. (RB 15.) These remarks do not help him. They evidence no analysis beyond the implicit acceptance of Michael's counsel's conclusory statement that "Probate Code section 5000 does not apply because [Douglas] was not a transferor." (RB 15.) And even if the probate court had explained its reasoning, it wouldn't matter: The application of section 5000 is a pure question of law. "Questions of law that do not involve resolution of disputed facts are subject to de novo review, giving no deference to the superior court's ruling." (*R.H. v. Superior Court* (2012) 209 Cal.App.4th 364, 371.)

CONCLUSION

Novak was and is entitled to enforce his lien, without filing a creditor's claim. The probate court's contrary ruling was wrong as matter of law. The Court should reverse with instructions to grant Novak's petition.

DATED: January 14, 2015

Respectfully Submitted,

GREINES, MARTIN, STEIN & RICHLAND LLP
Robin Meadow
David E. Hackett

By _____
David E. Hackett

Attorneys for Petitioner and Appellant
MARK S. NOVAK

CERTIFICATE OF COMPLIANCE

Pursuant to California Rules of Court, rule 8.204(c)(1), I certify that this **APPELLANT'S REPLY BRIEF** contains **4,175 words**, not including the tables of contents and authorities, the caption page, signature blocks, the verification or this certification page, as counted by the word processing program used to generate it.

Dated: January 14, 2015

David E. Hackett

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 5900 Wilshire Boulevard, 12th Floor, Los Angeles, California 90036.

On January 14, 2015, I served the foregoing document described as: **APPELLANT'S REPLY BRIEF** on the parties in this action by serving:

Susan Stricklin Wilson
416 Second Street
Encinitas, California 92024
Attorneys for Respondent, DANA TEITLER TRUST

Supreme Court of California
350 McAllister Street
San Francisco, California 94102
(Electronic service per Cal. Rules of Court, rule 8.121(c)(2)]

The Honorable Roy L. Paul,
The Honorable James A. Steele
Los Angeles Superior Court – Central District
111 N. Hill Street
Los Angeles, California 90012

(X) By Envelope - by placing a true copy thereof enclosed in sealed envelopes addressed as above and delivering such envelopes:

(X) By Mail: As follows: I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with United States Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

Executed on January 14, 2015, at Los Angeles, California.

(X) (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Charice L. Lawrie