CERTIFICATE OF INTERESTED ENTITIES OR PERSONS

[X] There are no interested entities of parties to list in this Certificate per California Rules of Court, Rule 8.208(d)(3).

[ ] Interested entities or parties are listed below.

Name of Interested Entity or Person	Nature of Interest
NONE	N/A

__________________________________.

Michele L. Abernathy

Printed Name: Michele Abernathy

Address: Gifford, Dearing & Abernathy, LLP
700 S Flower Street, Suite 1222
Los Angeles, CA 90017

Phone Number: (213) 626-4481

Facsimile (213) 627-3719

Counsel for Appellants, Linda Mansdorf and Jaime Gonzalez

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALTA STANDARD ONE, LLC, Plaintiff and RESPONDENT v. JAIME DEJESUS GONZALEZ, LINDA MANSDORF, Defendants and APPELLANTS	Appellate No. BV030652 Los Angeles Superior Court, Limited Jurisdiction Case No.: 13R00769/13U00769

Appeal From an Order
Of The Superior Court, County of Los Angeles
Hon. H. Jay Ford, Judge
[Superior Court Judge]

APPELLANTS REPLY BRIEF

Michele Abernathy
Gifford, Dearing & Abernathy, LLP
700 S Flower Street, Suite 1222
Los Angeles, CA 90017
Telephone: (213) 626-4481 Fax:(213) 627-3719
Counsel for Appellants,
Jaime DeJesus Gonzalez and Linda Mansdorf

Table of Contents

Table of Authorities

(Table of Authorities Cont.)

I. INTRODUCTION

This Reply Brief addresses the factual misstatements and erroneous legal presumptions and theories raised by Respondent. It also clarifies the factual record, corrects misstated facts by Respondent, and highlights the fatal error in their responsive brief.

Janice McClanahan's[1] abstract did not attach to Harry Mansdorf's interest in 811 N. Alta Drive, Beverly Hills, CA 90210, (the "Subject Property") at the time the abstract was recorded because Harry Mansdorf had no record interest at that time. Thus, Respondent's rights as the execution sale purchaser could not, as a matter of fact and law, relate back to the date the abstract was recorded.

Judge Kahn did not order the sale of "the entire property". Rather, he ordered the sale of what was requested and of all that he had jurisdiction and authority to order: the sale of "the judgment debtor's interest" in the property. Respondent did not purchase "the property;" rather, only bought, and ***could only buy*** the "judgment debtor's interest" in the real property at issue in this case.

II. ARGUMENT

A. RESPONDENT'S BRIEF FAILED TO ADDRESS THE PORTION OF APPELLANTS BRIEF ADDRESSING THE FACT NO INTEREST OF THE JUDGMENT DEBTOR WAS HELD AT THE TIME

[1] The judgment creditor who forced the Sheriff's Sale to collect upon her default judgment.

THE ABSTRACT WAS RECORDED, AND THAT THE ABSTRACT "ATTACHED" AT THE SAME MOMENT AS GONZALEZ'S JOINT TENANCY AND SURVIVORSHIP RIGHTS.

Appellants Opening Brief, ("AOB") set forth a detailed recitation of the facts unquestionably proving no interest of Harry Mansdorf existed in the Subject Property at the time the abstract was recorded. AOB 11, ¶5-6 through 14, ¶2. Appellant cited to *Johnson v. E-Z Ins. Brokerage, Inc*., (2009) 175 Cal. App. 4th 86, (citing and relying upon *In re Cady*, 266 B.R. 172, 181-182 (9th Cir. BAP 2001) and *Grothe v. Cortlandt Corp.*, (1992) 11 Cal.App.4th 1313 in addition to Uniform Commercial Code, ("UCC"), California Code of Civil Procedure, ("CCP") and California Civil Code, ("CC") provisions of the law.

Respondent's brief entirely failed to address any of the factual or legal points articulated to prove the Subject Property was not in Harry Mansdorf's name or in his family trust at the time the abstract was recorded. Further, that the Subject Property was "after-acquired" property because of this, and Appellant Gonzalez's joint tenancy and survivorship rights attached simultaneously with Janice McClanahan's abstract *because of this*. The facts, argument and law regarding these points in Appellants AOB (AOB 11, ¶5-6 through 14, ¶2) must be considered "unopposed" by Respondent.

B. RESPONDENT MISTATED THE RECORD REGARDING "WHAT" JUDGE KAHN

ORDERED SOLD, AND "WHAT" RESPONDENT ACTUALLY PURCHASED AT THE SHERIFF'S SALE.

Respondent claimed in its brief:

> On August 6, 2012, after considering all of the pleadings filed and the oral argument of the interested parties, the Court in the McClanahan Case ordered the Property sold. 2 CT 328-29

Response Brief, ("RB") at 4, ¶3. This malformed interpretation of Judge Kahn's Order highlights the underlying and fundamental misapprehensions which have wrought havoc upon this case.

Janice McClanahan only obtained a judgment against Harold and Mildred Mansdorf, individually. 3CT 540. The Writ of Execution is expressly limited to "Harold Mansdorf's interests and does not extend to the "entire property". 1CT 39:25-28. Ms. McClanahan's application for order to sell residential real property states:

> Plaintiff and Judgment Creditor hereby apply for an order for the sale of all right, title and interest of the judgment debtor, HARRY MANSDORF, in and to the dwelling and real property located at the street address of 811 North Alta Drive, Beverly Hills, California 90201 [the "Subject Property"].

3CT 545:24-27.

The actual Order provides, "The Court orders the sale of the dwelling." 3CT 587. While the language is obviously brief and could have been more descriptive, Judge Kahn could not and did not order the sale of any and all interest anyone anywhere held or could acquire in the Subject Property prior to the sale. 3CT 591:6-7.

The Notice of Sheriff's Sale expressly states:

> In favor of MCCLANAHAN, JANICE K
> And against MANSDORF, HAROLD
> . . .
>
> Public notice is hereby given that I will sell at public auction . . . all the right, title and interest of the debtor(s) in the above described property . . .

1CT 74. Finally, The Sheriff's Deed itself provides:

> I sold all the right, title and interest of said judgment debtor(s) in the following described property . . .

1CT 206.

Respondent's assertions that it "purchased the property" must be completely disregarded in all analysis of this case – Respondent bought *the judgment debtor's interest;* *<u>period</u>*. See CCP. § 701.640, "The purchaser of property at an execution sale acquires any interest of the judgment debtor in the property sold (1) that is held on the effective date of the lien under which the property was sold or (2) that is acquired between such effective date and the date of sale. Section 2 obviously controls "after acquired" property such as in this case.

The opening brief, facts, documentary evidence, and the law all unquestionably prove Respondent only purchased the interests of the judgment debtor. That same brief, evidence, facts and law unquestionably prove no quantifiable interest of the judgment debtor existed at the time of sale for Respondent to purchase. See *Zeigler v. Bonnell*, (1942) 52 Cal.App.2d 217, 220, (Prior to the sale, there is no title in a purchaser to relate back and the existing title in the joint tenants remains undisturbed except for the lien, which as we have repeatedly shown, does not sever the joint tenancy. Moreover, the "relation back" doctrine "only applies when the rights of innocent third parties have not intervened. Here the rights of the surviving joint tenant intervened between the date of the lien and the date of the sale.) Respondent and the lower court are simply wrong.

C. NO EVIDENCE SUPPORTS RESPONDENT'S THEORY OF THE ORDER FOR SALE HEARING YET SUBSTANTIAL EVIDENCE SUPPORTS APPELLANTS' THEORY.

Respondent's "theory" of what occurred at the Order for Sale hearing is as follows:

> The Order for Sale does not order the sale of Mansdorf s interest in the Property; the Order for Sale orders the sale of the Property. The Order for Sale was never appealed and is final and binding. MJN, Ex. A.

RB 16, ¶3.

An analysis of the trust documents to determine who the settlor(s)/Trustor(s) were outside of Harry Mansdorf being the Trustee *while located in the probate court* would have been required for Judge

Kahn to determine that the judgment against Harold Mansdorf could be satisfied with the sale of the Subject Property held in the name of Harry Mansdorf, Trustee of the MFT. California Probate Code §§ 18200, 18201.

Respondent does not, and cannot cite to any evidence a trust document was submitted to Judge Kahn showing the Settlor(s), Trustor(s), Beneficiary/ies of the Mansdorf Family Revocable Trust, dated August 31, 1967. Instead, Respondent cites to *Bank One Texas N.A. v. Pollack*, (1994) 24 Cal. App. 4th 97 and claims, "The lien extended the Property even though title was held in the name of Mansdorf as Trustee." *Bank One* involved a <u>deceased</u> trust settlor who left his estate insolvent by transferring assets to a revocable inter vivos trust, and a creditor moving the probate court for a nunc pro tunc order amending the judgment to include Pollack's inter vivos trust. The case is easily distinguishable.

Pollack had a 1989 foreign judgment against him out of Texas based upon the origination, increase and default on various loan guarantees from 1982. *Id.* at 976-977. After said loan origination and guarantees, Pollack transferred substantially all of his assets into a self-settled trust. *Id.* at 977. Pollack later died in 1989, (*Id.* 976) and during the probate of his estate, the creditor of the judgment sought a nunc pro tunc order amending the judgment to include Pollack's inter vivos trust, relying upon Probate Code Section 18201 and 18200. *Id* 979-980.

The *Pollack* case itself relied upon *Heywood v. Municipal Court*, (1988) 198 Cal. App. 3d 1438. The *Heywood* case facts are as follows:

> At a judgment debtor examination of Executrix, Heywood confirmed that Decedent, before his death, transferred virtually all his assets into the Trust, a revocable inter vivos trust, and that he and Executrix were trustees of the Trust. The original assets of the Trust were the community property of Decedent and Executrix. Decedent retained a general power of appointment presently exercisable at the time of his death over the assets transferred to the Trust by him[fn].
>
> The parties here concede the assets in Decedent's probate estate are insufficient to satisfy the judgment.
>
> Heywood moved in the municipal court for an order issuing a writ of execution on the judgment, against the Trust. The motion was denied. Heywood petitioned the superior court for a writ of mandamus or prohibition ordering the municipal court to issue a writ of execution against one or more assets of the Trust. Executrix appeals the order directing the municipal court to issue a writ of execution against the Trust.

Id. at 1441-1442, (footnote omitted). Unquestionably, both *Heywood* and its progeny *Pollack* were cases dealing with a creditor seeking to enforce its judgment against trust assets because an estate was insufficient to satisfy the judgment – not the facts of this case.

California Probate Code § 18201 permitted a judgment creditor who establishes the inadequacy of estate assets to ignore the trust and reach directly those assets subject to the decedent settlor's power of revocation. (See Cal. Law Revision Com. com., Deering's Ann. Prob. Code, § 18200, p. 524.) However, this remedy is limited to a probate proceeding, and could not have happened in Judge Kahn's court during the order for sale because *Harry Mansdorf was still alive, the application did not state Harry Mansdorf as Trustee, and no trust document is on record or was even requested*. The *Pollack* case and the *Heywood* case it is based upon are both painfully and obviously distinguishable.

Conversely, as shown by the Request for judicial notice accompanying this Reply brief, the signed and notarized Joint Tenancy Grant Deed, ("JTGD") was submitted to, and considered by Judge Kahn when he made his order. Appellant's Request For Judicial Notice, ("ARJN") Exhibit A. This JTGD *was* provided to Judge Kahn. (RT 21:27-28 through 22: 1-18). This JTGD *evidences* the property moving from Harry Mansdorf as Trustee of the MFT to Harry Mansdorf and Jaime Gonzalez, individually. ARJN, Exhibit A, pp. 110-123. This JTGD *does* provide a basis for Judge Kahn to order the sale of the judgment debtor's interest to satisfy the judgment. The JTGD, providing individual rights to Mr. Harry Mansdorf in the Subject Property, was filed and considered by the Court. (RT 23:2-26, 24: 1-28 through 26:1-20; 3 CT 590-591).

As requested, the effect of Judge Kahn's ruling was to sell "the judgment debtor's interest" in the Subject Property. No statement exists of what the interests of Harry Mansdorf were, be it beneficiary, trustor, etc., that Judge Kahn *considered* in his decision, and ordered to be sold. (RT 22:19-28 through 24: 1-7).

Is it more likely that judge Kahn reached into the MFT without a single trust document submitted to him? Or is it more likely Judge Kahn saw and considered the JTGD submitted by Torjesen which unquestionably moves the property to Harry Mansdorf in his individual capacity, (just as the judgment), and thereafter entered the order based upon McClanahan's judgment against Harold Mansdorf? Respondent submits the second is the most plausible, *since no transcript of the hearing is on record.*

Despite the above, Respondent still claims:

> (At no point in the McClanahan Case . . . was there any mention of a joint tenancy deed.) See e.g., 2 CT 316-17.

RB 4, ¶2. Obviously this is wholly untrue. Torjesen submitted the JTGD with his third party claim filings – Judge Kahn saw that document.

The ultimate effect of these facts and this evidence is:

1. McClanahan sought to collect on her judgment against "Harold Mansdorf" by applying to Judge Kahn for an order to sell Harry Mansdorf's interests in the Subject Property;

2. No Trust documents were submitted to show the beneficial interest in the Subject Property;

3. The JTGD <u>*was*</u> submitted;

4. Judge Kahn ordered the sale as requested;

5. A Writ of Sale issued for the judgment debtor's interest in the Subject Property – the judgment debtor being Harold Mansdorf;

6. A Sheriff's deed transferring the "judgment debtor's interest in the Subject Property was issued;

7. The Judgment creditor sought a sale regarding, the court issued an order for sale regarding, the sheriff noticed and held a sale regarding, and Respondent purchased Harry Mansdorf's interest in the Subject Property – period.

Respondent wrongfully attempts to turn a single stick into the entire bundle though such bundle was never levied, attached, sold or acquired – *only a stick*[2] The main argument urged against Respondent is founded upon the maxim, that 'a person cannot grant a thing which he has not:' *ille non habet, non dat* – yet this is exactly what Respondent is claiming Judge Kahn and the Sheriff did – the thing itself is an <u>impossibility</u>.

D. RESPONDENT'S COLLATERAL ESTOPELL AND RES JUDICATA ARGUMENTS ARE MISPLACED AND FUNDAMENTALLY FLAWED.

With no legitimate claims left, Respondent argued Appellant Gonzalez's joint tenancy and survivorship rights are barred by collateral estoppel. RB 20. Collateral estoppel requires: (1) the claim is identical to a claim litigated in a prior proceeding; (2) the prior proceeding resulted in a

---

[2] *United States v. Craft*, 535 U.S. 274, 278, 152 L.Ed. 2d 437, 446, 122 S.Ct. 1414, 1420 (2002) (describing the "bundle of sticks" as a "collection of individual rights which, in certain combinations, constitute property").

final judgment on the merits; and (3) the party against whom estoppel is asserted was a party to the prior proceeding, or was in privity with a party to the prior proceeding. *Summerford v. Board of Retirement* (1977) 72 Cal.App.3d 128, 130. Further, the party asserting collateral estoppel bears the burden of establishing these requirements. [Citation.]" (*Lucido v. Superior Court* (1990) 51 Cal.3d 335, 341, (fn. omitted, italics added.)

Initially, Respondents failed in meeting their burden. Citing to *Frommhagen v. Bd. Of Supervisors*, (1987) 197 Cal.App.3d 1292, 1301, (RB 20, ¶2), without identification or discussion of the three requirements outlined above is insufficient pleading for Respondent to meet its burden.

Secondarily, the claim of Appellant Gonzalez owning the entire property via his rights of survivorship was not available at the time Judge Kahn issued his order for sale – *after* Mr. Harry Mansdorf passed away – thus, precluding application of the collateral estoppel doctrine. The surviving joint tenant does not secure that right from the deceased joint tenant, but from the devise or conveyance by which the joint tenancy was first created. (*Green v. Skinner*, (1921) 185 Cal. 435, 440, (citing (Freeman on Cotenancy and Partition, sec. 28.)

Further and from a more fundamental point, the collateral estoppel cannot be used to divest ownership rights in real property which vest as a matter of fact, statutory and common law. "A distinctive feature of joint tenancy, as opposed to other interests in land, is the right of survivorship.

This means that when one joint tenant dies, the entire estate belongs automatically to the surviving joint tenant(s). [Citations.]" (*Grothe v. Cortlandt Corp*. (1992) 11 Cal. App. 4th 1313, 1317.)

The right of survivorship has been described as "a mere expectancy that arises 'only upon success in the ultimate gamble--survival--and then only if the unity of the estate has not theretofore been destroyed . . . by any . . . action which operates to sever the joint tenancy.' [Citation.]" (*Riddle v. Harmon*, (1980), 102 Cal.App.3d 524, 526-527, quoting *Tenhet v. Boswel*l, (1976) 18 Cal.3d 150, 155-156.) "The term expectancy describes the interest of a person who merely foresees that he might receive a future beneficence . . . . [T]he defining characteristic of an expectancy is that its holder has no enforceable right to his beneficence." (*In re Marriage of Brown* (1976) 15 Cal. 3d 838, 844-845.)

Respondent's collateral estoppel arguments and claims are misplaced, as Appellant Gonzalez's expected "survivorship" rights were not fully vested at the time Judge Kahn ordered the sale. *In re Marriage of Hilke*, (1992), 4 Cal. 4th 215, 222 (a joint tenant has no vested interest in being the surviving tenant, the survivorship aspect is an "expectancy.")

E. RESPONDENT'S MATERIALS SUBMITTED IN ITS REQUEST FOR JUDICIAL NOTICE DO NOT CHANGE THE FACTS OR LAW APPLICABLE TO THIS CASE.

Respondent submitted a plethora of documents from the defamation of title case by Appellant Gonzalez against Respondent. Appellants direct this court to *their* Request for Judicial Notice, (ARJN) at Exhibits B and C – official filings from LASC Case No. 506777. The verified petition against Judge Strobel and the recusal order of Judge Strobel (entered after she ruled the cases unrelated), which recuses Strobel from any further proceedings in the case *because she is married to attorney Marcus – the same attorney who sought and obtained the order for sale from judge Kahn on behalf of judgment creditor McClanahan; and who was paid some of the $4,581,000 Respondent spent at the Sheriff's Sale.*

Respondent's wholehearted reliance upon the defamation case and the ruling sustaining Respondent's demurrer without leave to amend are equally flawed. The demurrer ruling is premised upon collateral estoppel and res judicata in a fatally flawed manner, as follows:

a. The third party claim ruling from LASC Case No. 425880 is confined to the issues raised in that case - whether Appellant Gonzalez provided sufficient information to explain the discrepancy in documents submitted by Attorney Elaine Etingoff to prevent the sale of property pursuant to a writ of execution regarding real property in Ventura County, California, (not the Subject Property in the city of Beverly Hills, county of Los Angeles). This issue is non-existent in the defamation of title case, did not legally invalidate the joint tenancy grant deed, and did not legally invalidate Appellant Gonzalez's Joint Tenancy and Survivorship Rights in the Subject Property;

b. The Complaint was filed February 2, 2013, with Plaintiff filing a voluntary dismissal without prejudice on April 11, 2013, under CCP. § 581. At the hearing, the court expressly ruled that it could not enter any order regarding the "manner" of dismissal, be it with or without prejudice. This was based upon the Court's interpretation of CCP. § 581, stating that party who filed moving to dismiss controls whether the dismissal is with or without prejudice. On the voluntary dismissal form, Plaintiff checked the appropriate box for dismissal "without" prejudice. Thus, the voluntary dismissal, prior to an order or judgment on the merits of the case precludes the application of the Res Judicata doctrine here - so the ruling is fatally flawed on this point;

c. The ruling deciding title out of this case, 13R00769, extends to title only through former Commissioner Ford exceeding his jurisdiction and that of the limited jurisdiction court he sat upon, the ruling, and the case should have been ruled related with the defamation of title case, (LASC Case No. BC506777), and consolidated with that case – to have Judge Mary H. Strobel rule the cases unrelated, refuse to consolidate, then recuse herself for being married to Attorney Marcus, then enable Respondent to use the ruling by former commissioner Ford to sustain the demurrer on collateral estoppel and res judicata grounds is a corruption of justice and due process of the worst sort.

d. LASC Case No. BC36365 is *McClanahan v. Mansdorf*, *Et al*., wherein McClanahan obtained a $12,000,000.00 default judgment, thus becoming the "creditor" who forced the Sheriff's Sale Respondent was the purchaser at. This case and the judgment obtained did not and do not discuss, nor legally constitute "res judicata" with regard to Plaintiff's joint tenancy and survivorship rights in title to the Subject Property alleged by Appellant Gonzalez to be defamed by Respondent. The ruling in the BC363659 case cannot constitute res judicata with relation to the

> survivorship rights of Appellant Gonzalez, *when said rights did not vest until* ***after*** *the Order for Sale.*

The legal twists and turns Appellant Gonzalez was forced through just now being able to appropriately assert his rights are nothing short of a miracle. "Forum shopping" is a gross misrepresentation of the facts and legal proceedings – scrambling to assert, protect and obtain enforcement of constitutional and basic civil rights is "accurate".

Appellants, the late Harry Mansdorf, and the Mansdorf Family Trust have been the victim of unscrupulous dereliction of duty by a multitude of counsel, and nefariously operating individuals. The default judgment itself is an affront to justice. Using a judgment against HAROLD MANSDORF to force the sale of Harry Mansdorf's interests which were then actually sold, just to now come back and claim "the whole property" was sold, not simply Harry Mansdorf's interests is borderline insanity.

The reason for such desperate tactics: the joint tenancy grant deed was put before Judge Kahn by John C. Torjesen, and just as the judgment, the writ and the Sheriff's Deed state, Judge Kahn ordered the sale of Harry Mansdorf's interest in the Subject Property. Based upon the joint tenancy grant deed, such interests ceased to exist the moment Harry Mansdorf died and Appellant Gonzalez was vested with 100% interest in the Subject Property.

Neglect, abandonment and potential malpractice and breach of fiduciary duty have allowed things to continue this long – but no more.

F. RESPONDENT'S PARSING OF THE TRUTH REGARDING THE "EXECUTION" DATE OF THE SHERIFF'S DEED AS IT DID IN THE LOWER COURT REGARDING THE "DELIVERY DATE" OF THE DEED UNDERSCORES RESPONDENT'S BAD FAITH EFFORTS AND UNCLEAN HANDS

In the lower court, Respondent made a false statement of material fact in its verified complaint allegations, namely: "On October 31, 2012 a deed was executed and delivered to ALTA STANDARD ONE, LLC herein." 1CT 10:4-5.

Now in this Court, Respondent again attempts its nefarious written subterfuge, "A Sheriff's Deed of Sale of Real Property was duly prepared and executed on October 31, 2012 ("Sheriff's Deed"). RB 5, ¶3:4-5. This is not true.

The notarization date on the Sheriff's Deed is December 6, 2012. To argue the Sheriff "executed and delivered" the deed on October 31, 2012, was for one reason only – to make it appear Respondent obtained delivery of the Sheriff's Deed prior to Appellant Gonzalez's recordation of the Affidavit of Death of Joint Tenant and the JTGD. It is not Appellants' fault Respondent did not receive the deed until December 6, 2012 – but it is Respondent's duty to point out such misinformation as being presented now by Respondent to this court; *after Respondent just did the same thing in the lower court.*

III. CONCLUSION

The Trust document for the Mansdorf Family Revocable Trust was not submitted to Judge Kahn when he ordered the sale – but the JTGD was. Respondent could not buy “the entire property” because the Sheriff only sold “the judgment debtor’s interest” – the same thing levied, ordered sold, made the subject of the writ, and noticed to be sold. This fact is beyond question.

Res Judicata and Collateral Estoppel have no application to survivorship rights which vest as a matter of law. The same fatal flaws below exist in the defamation of title case Respondent requested this Court take judicial notice of – the case facts and proceedings have absolutely no effect upon this appeal, as they are equally fatally flawed and *also on appeal.*

DATED this 29th day of September, 2014.

GIFFORD, DEARING & ABERNATHY, LLP

Michele L. Abernathy
700 S Flower Street, Suite 1222
Los Angeles, CA 90017
(213) 626-4481
Counsel for Appellants,
Jaime DeJesus Gonzalez & Linda Mansdorf

IV. CERTIFICATE OF COMPLIANCE

I hereby certify that, according to the word count provided in Microsoft Word, 2007, the foregoing brief contains 3,897 words, excluding the parts of the brief excluded under California Rules of Court, Rule 8.204 (c)(1), (including (i) Certificate of Interested Parties; (ii) Cover Page, (iii) Table of Contents and Authorities, iv) this Certificate of Compliance and v) Signature Blocks). The text of the brief is in proportional Times New Roman font with 13-point type, and the brief thus complies with the type-volume limitations, typeface requirements and type style requirements.

__________________________________.
Michele L. Abernathy

Printed Name:	Michele Abernathy
Address:	Gifford, Dearing & Abernathy, LLP
	700 S Flower Street, Suite 1222
	Los Angeles, CA 90017
Phone Number:	(213) 626-4481
Facsimile	(213) 627-3719

Counsel for Appellants, Linda Mansdorf and Jaime Gonzalez

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, California, and am not a party to the within action; my business address is 205 S. Broadway, Suite 600, Los Angeles, CA 90012. On September 29, 2014, I served the following document described as Appellants' Reply Brief, on the interested parties in this action as follows:

Stephen E. Foster Esq., SBN 214092
Nahla B. Rajan, SBN 218838
Mitchell Silberberg & Knupp LLP
11377 W Olympic Blvd,
Los Angeles, CA 90064

Attorneys for Respondent
Alta Standard One, LLC

Hon. Nancy Newman
Santa Monica Courthouse
1725 Main Street
Santa Monica, CA 90401

Hon. H. Jay Ford
Santa Monica Courthouse
1725 Main Street
Santa Monica, CA 90401

By placing a true copy thereof enclosed in a sealed envelope addressed as stated in the service list above. I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed this 29th day of September at Los Angeles, California

__________________ ______________________________
Brendan Etter Signature