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Holdings LLC
6
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF VENTURA**

10 COUNTY LINE HOLDINGS LLC, a
11 Delaware limited liability company,

12 Plaintiff,
13

14 v.

15 JAIME DE JESUS GONZALEZ, an
individual; JANICE M. McCLANAHAN, an
16 individual; BEAU-MAISON, INC., a
California corporation; MALIBU HILLS
17 RANCH, a Nevada corporation; MALIBU
HILLS RANCH CORP, a Nevada corporation;
18 MALIBU HILLS RANCH INC., a corporation
19 of unknown origin and/or fictitious business
entity; COUNTY OF ORANGE
20 (CALIFORNIA); CAPITAL ONE N.A., a
national banking association; GERALD H.
21 LUSHING, an individual; RONALD S.
22 LUSHING, an individual; and DOES 1-100,
23 inclusive.

24 Defendants.
25

26 AND RELATED ACTIONS
27
28

Case No.: 56-2013-00444799-CU-OR-VTA

**PLAINTIFF COUNTY LINE HOLDINGS
LLC'S MEMORANDUM OF POINTS
AND AUTHORITIES IN OPPOSITION
TO DEFENDANT JAIME DeJESUS
GONZALEZ'S MOTION FOR
JUDGMENT ON THE PLEADINGS**

[Plaintiff's Request for Judicial Notice filed
concurrently herewith]

Date: June 5, 2015
Time: 8:30 a.m.
Dept.: 42

The Honorable Judge Henry Walsh

I.

INTRODUCTION

Defendant Jaime DeJesus Gonzalez's ("Gonzalez") Motion for Judgment on the Pleadings ("MJP") is his fourth motion seeking to undo the April 18, 2013 sheriff's sale. The MJP regurgitates the same baseless arguments from his prior motions, all of which the Court has already rejected.

In the MJP, Gonzalez once again suggests that as soon as a judgment debtor dies, his creditors get wiped out because the debtor's property passes to others. Applying this falsity here, Gonzalez alleges that when Harry Mansdorf ("Mansdorf") passed away in August 2012, the Malibu Property became off limits to creditors because the asset immediately transferred either to: (a) the beneficiaries of the Mansdorf Family Trust ("MFT"); or (b) Gonzalez himself as a surviving joint tenant; or (c) Mansdorf's surviving spouse; or (d) Mansdorf's heirs by will or by law; or (e) to the government by escheat. MJP 4:26-7:18. Gonzalez argues, therefore, that Plaintiff County Line Holdings ("CLH") purchased "nothing" at the April 2013 sheriff's sale, rendering both the sale and sheriff's deed void. MJP 8:4-7. The MJP is baseless for several reasons.

First, this Court has previously and repeatedly held that Gonzalez cannot set aside the sheriff's sale or void the sheriff's deed. In February 2014, the Court overruled Gonzalez's demurrers, which advanced the same arguments as here. In April 2014, the Court rejected Gonzalez's motion to reconsider that ruling. Thereafter, in March 2015, the Court denied Gonzalez's motion for summary adjudication ("MSA"), concluding that the April 18, 2013 sheriff's sale is "absolute" and Gonzalez failed to challenge the sale within 90 days. CCP § 701.680. Nothing in the law or facts has changed since those rulings.

Second, even absent CCP Section 701.680, Gonzalez's claim that CLH purchased "nothing" at the sheriff's sale is flatly wrong. Contrary to Gonzalez's argument, a judgment debtor's death does not wipe out his creditors. Title or interest in property does not pass to a debtor's heirs or beneficiaries upon debtor's death. The property remains property of debtor's

1 estate or, if held in trust, property of the trust estate, and decedent's creditors retain their interest
2 in the asset. See Probate Code Sections 9300, et seq., 19001, and 19303.

3 Third, the MJP represents another Gonzalez flip-flop, as he advances an opposite position
4 in earlier pleadings he filed here and in the Probate Court. He previously alleged that if the
5 sheriff's sale is set aside, the Malibu Property goes back to MFT (not to himself or to Mansdorf's
6 beneficiaries, surviving spouse or heirs), allowing the Probate Court to assess and pay MFT's
7 creditors. Given this prior assertion, even Gonzalez himself does not agree with the contention
8 that Mansdorf's death wiped out all of his creditors.

9 Fourth, Gonzalez cannot plausibly argue that he owns the Malibu Property as the
10 surviving joint tenant under a July 2008 grant deed. He already lost that claim when the court
11 denied his Third Party Claim challenging the judgment creditor's right to sell the Malibu
12 Property at the April 18, 2013 sheriff's sale. Furthermore, even if Gonzalez never filed a Third
13 Party Claim, CLH has clearly pled facts sufficient to state a cause of action for quiet title as
14 against the July 2008 deed. See CLH's Complaint at 7:6-11:4.

15 II.

16 THE MJP IS IMPROPER AS THE COURT ALREADY REJECTED 17 GONZALEZ'S SAME ARGUMENTS IN PRIOR MOTIONS

18 Gonzalez claims that because the judgment creditor, John Torjesen & Associates ("JT"),
19 recorded its execution lien after Mr. Mansdorf died, the April 18, 2013 sheriff's sale is a
20 "nullity" and "void." MJP 9:6-7. This contention is the same tired argument that Gonzalez has
21 raised – and repeatedly lost – in three prior motions. The Court has already determined there is
22 no basis to set aside the sheriff's sale, irrespective of whatever purported irregularities may have
23 been present before the sale. CCP § 701.680. That determination is the law of the case.

24 On January 9, 2014, Gonzalez demurred to CLH's Complaint, arguing as he does here
25 that since JT's execution lien was recorded after Mansdorf died, "[j]urisdiction belongs within
26 the Probate Court" and "the entire sheriff's sale process, the levy, the notice, the sale, the
27 issuance of the Deed, the recordation of the Deed, the Sheriff's Deed itself, and Plaintiff's claims
28

1 of title are all 'void'" Demurrer at 5:4-6 and 10:28-11:2. On February 21, 2014, the Court
2 overruled the demurrers. See CLH's February 27, 2014 Notice of Ruling.

3 On March 3, 2014, Gonzalez filed a motion for reconsideration of the Court's ruling on
4 the demurrers. Gonzalez argued in that motion the sheriff's sale is void because JT should have
5 collected its judgment through the Probate Court. He claimed that Mansdorf was the last
6 "Settlor" of MFT, and thus "upon his death . . . 'new' rights of [MFT's] beneficiaries came into
7 existence that were exclusively protected and governed by" the Probate Code. Motion for
8 Reconsideration at 5:27-6:1. That motion alleges almost verbatim the same allegations and case
9 law as the MJP. Compare, e.g., MJP, at 4:25-5:12 and 7:19-8:6 and Reply in Support of Motion
10 for Reconsideration, filed on April 7, 2014, at 5:9-6:25. Thus, Gonzalez already argued to the
11 Court that a purported transfer of property ownership to the beneficiaries (or others) means (a)
12 the Malibu Property was not subject to execution because the equitable estate in the Property
13 "was transferred from the settlor to the beneficiaries of the irrevocable trust, which constituted a
14 'change in ownership,'" and (b) CLH thus purchased "nothing" at the sheriff's sale. See Reply in
15 Support of Motion for Reconsideration, 6:1-5. On April 14, 2014, the Court rejected that
16 argument and denied the motion.

17 Finally, on November 26, 2014, Gonzalez filed his MSA. He re-argued that since JT
18 obtained its execution lien after Mansdorf's death, the "levy and sale was unlawful" and CLH's
19 "Sheriff's Deed is void." MSA 13:24-14:2. On March 25, 2015, the Court denied the MSA.
20 The Court ruled that Gonzalez cannot set aside the sheriff's sale because: (i) under CCP Section
21 701.680, sheriff sales are absolute; (ii) "any action to set aside a sheriff's sale must be brought
22 within 90 days of the sale . . . and that this is an absolute deadline;" and (iii) Gonzalez failed to
23 file a challenge within the 90 day period. See Court's March 25, 2015 Minute Order re: Motion
24 for Summary Adjudication.

25 Gonzalez's MJP is, therefore, a blatantly improper attempt to reargue matters this Court
26 already considered and rejected. Gonzalez's contentions fly directly in the face of well
27 established creditor laws, the Probate Code itself, and Gonzalez's own prior contentions. The
28 MJP is merely another baseless challenge to the sheriff's sale based on purported irregularities,

1 one which must be denied because it was not raised prior to, or within 90 days of the sale itself.
2 CCP § 701.680.

3 **III.**

4 **TRANSFERS OF BENEFICIAL INTERESTS IN TRUSTS**
5 **REMAIN SUBJECT TO CREDITOR CLAIMS**

6 Gonzalez argues the judgment debtors, Harry Mansdorf and MFT, did not own the
7 Malibu Property when JT recorded its execution lien or when the sale occurred. Rather,
8 Gonzalez claims that when Mansdorf died in August 2012, the asset passed to either: (a) MFT's
9 beneficiaries; or (b) Harry's heirs by will; or (c) Harry's heirs by law (intestate); or (d) the State
10 of California (escheat). MJP 4:26-7:18. Gonzalez asserts that because ownership had passed,
11 CLH purchased "nothing" at the sheriff's sale and both the sale and sheriff's deed are void. MJP
12 8:4-7.

13 This argument is based on the patently erroneous contention that when a debtor dies, his
14 creditors are entirely wiped out because the decedent no longer has assets to collect against.
15 Contrary to this contention, title or interest in property does not bypass creditors and transfer
16 directly to a debtor's heirs or beneficiaries upon debtor's death. Rather, the property remains
17 property of debtor's estate or, if held in trust, assets of the trust estate. The decedent's creditors
18 retain their interest in the assets. See Probate Code Section 19001 (providing that "property
19 subject to the power of revocation at the time of the settlor's death is subject to the claims of the
20 deceased settlor's estate"); See also, e.g., Probate Code Sections 9300, et seq. and 19303.

21 Gonzalez's argument not only is contrary to creditor rights' law, but would lead to a
22 preposterous result. It would mean that a judgment creditor could never recover anything after a
23 debtor passed away. It would also render most of the Probate Code meaningless, because there
24 would never be a need to distribute a decedent's assets or evaluate and pay creditor claims.

25 Gonzalez's argument is also disingenuous because it is repudiated by claims he advances
26 in other pleadings filed in this action. In his MSA and Complaint-In-Intervention, Gonzalez
27 argues that if the sheriff's sale is set aside, the Malibu Property is automatically returned to MFT
28 so that the Probate Court can properly assess, determine and pay MFT's creditors. See

1 Gonzalez's MSA at 23:7-23; Complaint-in-Intervention at 15:7-10; Gonzalez's December 6,
2 2013 Petition for Orders, filed in Los Angeles Superior Court Case No. BP147495, attached as
3 Exhibit "1" to CLH's concurrently-filed Request for Judicial Notice ("RJN"), at 9:15-10:13.

4 In the present action, JT held a valid judgment during the life of the settlor, Harry
5 Mansdorf. JT recorded an abstract of judgment against the Malibu Property and proceeded to
6 sell the asset by writ of execution and notice of levy. Whether the Malibu Property was subject
7 to sale under the Enforcement of Judgments Law or should have been brought within the context
8 of a probate proceeding, was an issue Gonzalez was required to raise prior to sheriff's sale or, at
9 a minimum, within 90 days after the sale. CCP § 701.680. Gonzalez failed to do so. The April
10 18, 2013 sale is therefore absolute and may not be set aside for any reason.

11 **IV.**

12 **GONZALEZ'S PURPORTED JOINT TENANCY DEED HAS**
13 **ALREADY BEEN RULED INVALID, AND CLH STATES A**
14 **WELL PLED CAUSE OF ACTION FOR QUIET TITLE**

15 Gonzalez argues that even if he is wrong about the Malibu Property passing to
16 Mansdorf's beneficiaries or heirs, the sheriff's sale is still void because Gonzalez himself could
17 be the rightful owner of the asset. He alleges that in July 2008, Mansdorf executed a grant deed
18 ("2008 Deed") transferring the Malibu Property from MFT to the two of them as joint tenants.
19 Gonzalez recorded the deed four years later in November 2012. MJP 5:13-16. Gonzalez asserts
20 that if he became sole owner of the Malibu Property when Mansdorf died in August 2012, then
21 JT could not have enforced its judgment against that asset.

22 Gonzalez's contention is without merit because he already litigated – and lost – his claim
23 of ownership under the 2008 Deed. In March 2013, Gonzalez filed a "Third Party Claim"
24 pursuant to CCP Section 720.110, challenging JT's right to set the sheriff's sale on grounds that
25 he (not MFT) owned the Malibu Property as the surviving joint tenant. On April 15, 2013,
26 Judge Elizabeth Allen White of the Los Angeles Superior Court entered judgment against
27 Gonzalez, ruling his Third Party Claim was invalid and that he did not own the Malibu Property.
28 See Exhibit "2" to the RJN. That Court's ruling is res judicata, and Gonzalez is barred from re-

1 asserting the same ownership claim. CCP § 720.390 (a “judgment determining the validity of
2 the third-party claim” is conclusive between the parties to the proceeding.) The 2008 Deed has
3 been judicially established as invalid, rendering Gonzalez’s request to set aside CLH’s purchase
4 baseless.

5 Furthermore, even if Gonzalez had never filed and lost his Third Party Claim, CLH has
6 stated facts in its Complaint which, when proven, will invalidate the 2008 Deed. See Complaint
7 7:6-11:4. In particular, CLH alleges the 2008 Deed “is not a valid instrument and should be
8 cancelled and expunged from the public records, and that Gonzalez should be declared to have
9 no right, title or interest in” the Malibu Property for the following reasons:

10 - Mansdorf’s execution of the 2008 Deed and the Joint Venture Agreement
11 (“JVA”) to which the instrument was attached as an exhibit, was the result of undue influence
12 exerted by Gonzalez;

13 - The 2008 Deed did not convey any interest to Gonzalez; the instrument
14 was never “delivered” because Gonzalez failed to satisfy the requirements of the JVA, including
15 most significantly, successfully quieting title to the Malibu Property;

16 - Gonzalez is judicially estopped from claiming he owns an interest in the
17 Malibu Property because Gonzalez has represented to the courts, under penalty of perjury, that
18 MFT (not himself or Mansdorf and himself as joint tenants) owned the Malibu Property;

19 - Gonzalez is barred from claiming ownership of the asset due to the
20 Court’s judgment against him on his Third Party Claim.

21 - Gonzalez materially altered the 2008 Deed, rendering it void.
22 See Complaint 9:13-11:4.

23 The 2008 Deed is not a legitimate document and has already been ruled invalid. The
24 instrument did not transfer an ownership interest to Gonzalez, and cannot support Gonzalez’s
25 request for judgment on the pleadings as to any of CLH’s claims in this action.

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V.

CONCLUSION

Based on the foregoing, CLH respectfully requests that the Court deny Gonzalez's Motion for Judgment on the Pleadings.

DATED: May 22, 2015

ANTONI ALBUS, LLP

By: 

John Antoni, Esq.

Kevin Tredway, Esq.

Attorneys for Plaintiff County Line Holdings
LLC

PROOF OF SERVICE
(BY OVERNIGHT DELIVERY)

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 11836 W. Pico Boulevard, Los Angeles, California 90064.

On May 22, 2015, I served the foregoing document(s) described as: **PLAINTIFF COUNTY LINE HOLDINGS LLC'S MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANT JAIME DeJESUS GONZALEZ'S MOTION FOR JUDGMENT ON THE PLEADINGS** on the interested parties in this action as follows.

[X] BY OVERNIGHT DELIVERY (FEDERAL EXPRESS), standard overnight delivery, to the offices of the addressee. I enclosed the documents in an envelope or package provided by an overnight delivery carrier (Federal Express) and addressed to the addressee. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

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Executed on May 22, 2015, at Los Angeles, California.

[X] (State)

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


Matthew Strange

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF VENTURA**

10 COUNTY LINE HOLDINGS LLC, a
11 Delaware limited liability company,

12 Plaintiff,

13 v.
14

15 JAIME DE JESUS GONZALEZ, an
individual; JANICE M. McCLANAHAN, an
16 individual; BEAU-MAISON, INC., a
California corporation; MALIBU HILLS
17 RANCH, a Nevada corporation; MALIBU
HILLS RANCH CORP, a Nevada corporation;
18 MALIBU HILLS RANCH INC., a corporation
of unknown origin and/or fictitious business
19 entity; COUNTY OF ORANGE
(CALIFORNIA); CAPITAL ONE N.A., a
20 national banking association; GERALD H.
LUSHING, an individual; RONALD S.
21 LUSHING, an individual; and DOES 1-100,
22 inclusive.
23

24 Defendants.
25

Case No.: 56-2013-00444799-CU-OR-VTA

**PLAINTIFF COUNTY LINE HOLDINGS
LLC'S REQUEST FOR JUDICIAL
NOTICE IN SUPPORT OF OPPOSITION
TO DEFENDANT JAIME GONZALEZ'S
MOTION FOR JUDGMENT ON THE
PLEADINGS**

Date: June 5, 2015
Time: 8:30 a.m.
Dept.: 42

The Honorable Judge Henry Walsh

26 TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

27 PLEASE TAKE NOTICE that pursuant to *California Rule of Court* 3.1306 and
28 *California Evidence Code* Sections 451, 452 and 453, Plaintiff County Line Holdings LLC

1 ("Plaintiff") hereby requests that this court take judicial notice of the following documents in
2 support of Plaintiff's Opposition ("Opposition") to the Motion for Judgment on Pleadings
3 ("MJP") filed by Defendant Jaime Gonzalez.

4 1. Excerpt of pages 1 through 13 of the "Petition for Orders" filed by Petitioners
5 Jaime DeJesus Gonzalez and Linda Florence Mansdorf on December 6, 2013 in the probate
6 action entitled, *In Re: The Mansdorf Family Revocable Trust dated August 31, 1967; aka The*
7 *Mansdorf Trust dated August 31, 1967 as restated August 16, 1976 for the benefit of the Trustee*
8 *of the Mansdorf Family; aka the Mansdorf Family Trust; aka the Mansdorf Family Trust dated*
9 *August 31, 1967 as restated August 16, 1976; aka U.D.T. Dated August 31, 1967 as restated*
10 *August 16, 1976 F.B.O. the Mansdorf Family; aka Mansdorf Trust; aka Declaration of Trust*
11 *dated August 31, 1976 and reinstated August 16, 1976 for Benefit of the Mansdorf Family; aka*
12 *Lee Mansdorf Family Trust dated August 31, 1967; aka The Mansdorf Family Revocable Trust,*
13 Los Angeles Superior Court Case No. BP147495, attached hereto as Exhibit "1."

14 2. Notice of Entry of Order and Ruling, filed by John C. Torjesen on June 19, 2013
15 in the civil action entitled, *John C. Torjesen v. Harry Mansdorf, et al.*, Los Angeles Superior
16 Court Case No. BC425880, attached hereto as Exhibit "2."

17
18 Copies of the above-listed document have been provided to the Court and to each party in
19 this action, pursuant to California Rule of Court 3.1306, all such documents being attached
20 hereto.

21 The relevance of the item requested to be judicially-noticed is set forth in Plaintiff's
22 Opposition filed concurrently herewith.

23
24 DATED: May 22, 2015

ANTONI ALBUS, LLP

25
26 By: 

John Antoni, Esq.

Kevin Tredway, Esq.

Attorneys for Plaintiff County Line Holdings
27 LLC
28

Exhibit 1

HENRY H. DEARING SB#060946
GIFFORD, DEARING & ABERNATHY, LLP
700 S. FLOWER STREET, SUITE 1222
LOS ANGELES, CA 90017-4110
Telephone: (213) 626-4481
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CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

DEC 06 2013

John A. Clark, Executive Officer/Clerk

By , Deputy

Attorneys for LINDA FLORENCE MANSDORF
and JAIME DEJESUS GONZALEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

In re:

CASE NO.: **BP147495**

PETITION FOR ORDERS:

THE MANSDORF FAMILY REVOCABLE)
TRUST dated AUGUST 31, 1967;)
aka THE MANSDORF)
TRUST dated AUGUST 31, 1967)
as restated AUGUST 16, 1976)
for the benefit of THE)
TRUSTEE OF THE MANSDORF)
FAMILY; aka the MANSDORF)
FAMILY TRUST; aka the)
MANSDORF FAMILY TRUST dated)
AUGUST 31, 1967 as restated)
AUGUST 16, 1976; aka U.D.T.)
Dated AUGUST 31, 1967 as)
restated AUGUST 16, 1976)
F.B.O. the MANSDORF FAMILY;)
aka MANSDORF TRUST; aka)
DECLARATION OF TRUST dated)
AUGUST 31, 1976 and)
reinstated AUGUST 16, 1976)
for BENEFIT OF THE MANSDORF)
FAMILY; aka LEE MANSDORF)
FAMILY TRUST dated)
AUGUST 31, 1967; aka)
THE MANSDORF FAMILY)
REVOCABLE TRUST)

- 1] DIRECTING CONVEYANCE OF
INTEREST IN REAL PROPERTY FROM
CLAIMANT TO TRUST AND
CANCELING DEED;
- 2] DIRECTING JUDGMENT CREDITOR TO
RETURN FUNDS TO TRUST;
- 3] ASSESSING PENALTIES FOR BAD
FAITH DISPOSITION OF TRUST
PROPERTY;
- 4] INSTRUCTING TRUSTEE TO SELL
TRUST PROPERTY IN ORDER TO PAY
CREDITOR CLAIMS IN DUE COURSE
OF ADMINISTRATION; AND
- 5] INSTRUCTING TRUSTEE TO
REGULARLY REPORT ON THE STATUS
OF CREDITOR CLAIMS .

[Prob. C. §§ 850(a)(3); 856; 859;
19300; 19303]

DATE: 4-01-14
TIME: 8:30 A.M.
DEPT: 11

1 Petitioners JAIME DeJESUS GONZALEZ ("GONZALEZ") and LINDA
2 FLORENCE MANSDORF ("MANSDORF") state:

3
4 Introduction: The Trust/Parties/Venue/Trust Assets

5 1. Over the years, this trust has held property under many
6 names, to wit:

7 THE MANSDORF FAMILY REVOCABLE TRUST dated AUGUST 31, 1967
8 THE MANSDORF FAMILY REVOCABLE TRUST
9 THE MANSDORF FAMILY TRUST dated AUGUST 31, 1967
10 THE MANSDORF FAMILY TRUST
11 the MANSDORF TRUST
12 the LEE MANSDORF FAMILY TRUST
13 the DECLARATION OF TRUST dated AUGUST 31, 1967 as restated
14 AUGUST 16, 1976 for the benefit of the MANSDORF FAMILY
15 U.D.T. dated AUGUST 31, 1967 as restated AUGUST 16, 1976
16 F.B.O. the MANSDORF FAMILY

17 2. And this trust has had three trustees, to wit:

18 Lee Mansdorf (now deceased), then
19 HARRY MANSDORF, (now deceased) and now
20 petitioner JAIME de JESUS GONZALEZ

21 3. In its last statement, the trust is known as the MANSDORF
22 FAMILY REVOCABLE TRUST dated August 31, 1967 (the "Trust").

23 4. Said last statement was declared and signed by its settlor,
24 HARRY MANSDORF, on March 22, 2011.

25 5. A true copy of said last statement, and its only amendment,
26 is attached as Exhibit 1.

27 6. HARRY MANSDORF was a resident of Los Angeles County.
28

1 7. HARRY MANSDORF died on August 27, 2012 and, as a result,
2 the Trust is now irrevocable.

3 8. This court (Department 11) admitted HARRY MANSDORF's last
4 will to probate on November 19, 2013 and appointed petitioners as
5 coexecutors of his estate, in LASC probate case no. BP 146138.

6 9. The principal place of administration of the Trust is
7 located in Los Angeles County.

8 10. Petitioner MANSDORF is HARRY MANSDORF's surviving spouse
9 and the primary beneficiary of the Trust.

10 11. The Trust, while having little cash on hand, owns (and
11 holds rights to) extensive tracts of vacant real property in both Los
12 Angeles County and Ventura County, California.

13 12. The property that is the subject of this petition is
14 approximately 1300 contiguous acres of vacant real property in the
15 West Malibu area of Ventura County as described on Exhibit 2 attached
16 hereto.

17 13. Such real property is hereafter referred to as "the
18 Property."
19
20

21 Claims Requiring Resolution

22 14. Currently, the Property is claimed by COUNTY LINE HOLDINGS,
23 LLC ("COUNTY LINE") pursuant to a Sheriff's deed dated April 18,
24 2013, a copy of which is attached hereto as Exhibit 3.

25 15. And currently, a law firm controlled by JOHN C. TORJESEN
26 called JOHN C. TORJESEN & ASSOCIATES, PC (together referred to herein
27 as "TORJESEN") claims a right to the \$500,000.00 that the Ventura
28

1 County Sheriff's office transferred to TORJESSEN after receiving such
2 sum from COUNTY LINE on delivery of such deed.

3 16. For the reasons set forth below and pursuant to its power
4 under Probate Code §856, this court should cancel such deed; direct
5 COUNTY LINE to execute a quitclaim deed for the Property to the
6 Trust; and order TORJESSEN to return said funds to the Trust or this
7 court for proper administration.

8 Basis for Probate Court Intervention

9 17. On January 6, 2010, pursuant to court order, title to the
10 Property was quieted in the name of "Harry Mansdorf, Trustee of the
11 Mansdorf Family Trust." See Exhibit 4.

12 18. On January 31, 2012, TORJESSEN recovered a conditional
13 judgment against HARRY MANSDORF individually and as trustee of the
14 MANSDORF FAMILY TRUST.

15 19. The conditions for collecting on such judgment were as
16 follows:
17

- 18 (a) Development of the Property via a "take out" loan;
19 (b) Sale of the Trust's interest in the Property; or
20 (c) Sale of some or all of the Property.

21 20. On April 23, 2012, in a document titled, "Notice of Intent
22 to Begin Collection of Judgment," TORJESSEN claimed conditions (b)
23 and/or (c) to such judgment had been satisfied as of August 3, 2009,
24 i.e. as of a date well before the date of such judgment.

25 21. In fact, neither condition (b) nor condition (c) had
26 occurred and neither has yet occurred.

27 22. In any event, settlor HARRY MANSDORF died on August 27,
28 2012.

1 23. As a result of such death:

2 (a) the Trust became (and now is) irrevocable; and

3 (b) money-judgment creditors of the Trust and/or of its trustee
4 (like TORJESEN) could not lawfully proceed with their
5 claims by the process set forth in the Enforcement of
6 Judgments Law, i.e. by the process set forth in CCP
7 §680.010 et seq. (See Part 8 of Division 9 of the Probate
8 Code beginning at section 19000 thereof.)

9 24. Even personal money-judgment creditors of HARRY MANSDORF
10 (like TORJESEN) could not proceed against HARRY MANSDORF's interest
11 in the Trust under the Enforcement of Judgment Law, unless an
12 execution lien on trust property was pending on HARRY MANSDORF's
13 death.

14 25. An execution lien was not then pending.

15 26. The Sheriff recorded TORJESEN's Writ of Execution and the
16 Notice of Levy on October 11, 2012 - 42 days after HARRY MANSDORF's
17 death. See Exhibit 5.

18 27. On November 26, 2012, petitioner GONZALEZ recorded a
19 certified copy of the death certificate of HARRY MANSDORF in the
20 Ventura County Recorder's Office, together with an "Affidavit of
21 Death of Joint Tenant." See Exhibit 6.

22 28. On March 18, 2013, petitioner GONZALEZ attempted to defeat
23 TORJESEN's collection of TORJESEN's judgment by filing a third-party
24 claim based on such Affidavit.

25 29. Such attempt failed.

26 30. GONZALEZ' argument as to the effect of the Affidavit (to
27 claim personal ownership of the Property) was incorrect.
28

1 31. GONZALEZ held the deed creating the joint tenancy in the
2 Property as security for his own personal claims for work performed
3 for HARRY MANSDORF and brought his claim to protect the Property for
4 the Trust.

5 32. But neither GONZALEZ' third-party claim nor the ensuing
6 rulings empowered TORJESSEN to ignore the procedures set forth in Part
7 8 of Division 9 of the Probate Code.

8 33. And such claim and rulings did not give COUNTY LINE any of
9 the protections granted under the Enforcement of Judgments Law.

10 34. In fact, the ruling required acknowledgment by TORJESSEN of
11 the Trust's ownership of the Property.

12 35. Both TORJESSEN and COUNTY LINE and their representatives had
13 notice of settlor HARRY MANSDORF's death by:
14

15 (a) As to TORJESSEN: GONZALEZ' protest of TORJESSEN's collection
16 effort (TORJESSEN's response thereto specifically admits
17 knowledge of HARRY MANSDORF's death;) and

18 (b) As to both TORJESSEN and COUNTY LINE: the recorded
19 documents set forth on Exhibit 6 and the deed referenced
20 therein.

21 36. With actual knowledge of HARRY MANSDORF's death, TORJESSEN
22 instructed the Ventura County Sheriff to sell the Property under the
23 Enforcement of Judgments Law despite having no right or ability to do
24 so.

25 37. On April 18, 2013, the Sheriff conveyed the Property to
26 COUNTY LINE (who was represented by an individual named HOWARD
27 WEINBERG) per the deed set forth on Exhibit 3.
28

1 38. Such conveyance was improper and void because the subject
2 judgment was then payable in the course of trust administration under
3 the Probate Code and not enforceable against the Property under the
4 Enforcement of Judgments Law.

5 39. As a result of said improper and void conveyance, trust
6 property worth tens of millions of dollars appears, by COUNTY LINE's
7 claim to the Property, to have been conveyed for the paltry sum of
8 \$500,000.00.

9 40. HARRY MANSDORF and the Trust had/have many creditors.

10 41. As a result of said improper conveyance, JOHN C. TORJESSEN
11 and JOHN C. TORJESSEN & ASSOCIATES have:

12 (a) caused trust property held for the benefit of surviving
13 spouse and petitioner MANSDORF and eight other
14 beneficiaries to be unlawfully clouded and drastically
15 devalued;

16 (b) caused the Property, otherwise available for other
17 creditors on proper sale or encumbrance thereof, to be left
18 in complete disarray;

19 (c) obtained a payment of \$500,000.00 in advance of other
20 creditors, without just cause.

21 (d) caused the Trust to become secondarily responsible for
22 COUNTY LINE's good faith expenditures/costs/expenses; and

23 (e) abused court processes.

24 42. Petitioner GONZALEZ believes that JOHN C. TORJESSEN's abuse
25 of the collection process was in bad faith, i.e., that TORJESSEN knew
26 that, by his/its instruction to the Ventura County Sheriff after
27
28

1 HARRY MANSDORF's death, vast tracts of real property belonging to the
2 Trust would be disposed and taken by improper process.

3 43. And so, petitioner GONZALEZ believes that JOHN C. TORJESEN
4 should be liable for twice the value of property recovered by this
5 petition per Probate Code §859.

6 44. Further, COUNTY LINE's hands are not clean.

7 45. COUNTY LINE's representatives had at least constructive
8 notice of the Property's status as property of a revocable trust with
9 a deceased settlor, i.e., it had notice of all of the elements
10 necessary to invoke the procedures set forth in Part 8 of Division 9
11 of the Probate Code, by the recorded documents set forth, and
12 referenced, in Exhibit 6.

13 46. And, petitioner GONZALEZ believes, COUNTY LINE's
14 representative (HOWARD WEINBERG) also engaged in material extra-
15 judicial self-help as follows:
16

17 (a) The notices of the sale and, at first, the Sheriff's deed,
18 referenced only the Assessor's Parcel Numbers (APNs) for
19 the Property, not the full legal descriptions;

20 (b) Deeds for real property that only reference APNs will not
21 be recorded.

22 (c) COUNTY LINE representative HOWARD WEINBERG, without notice,
23 permission or just cause, added legal descriptions and a
24 new set of APNs to the purchaser's Sheriff's deed after the
25 improper execution sale, and then recorded the purchaser's
26 deed himself.

27 47. So, COUNTY LINE's representatives knew or should have known
28 that the Sheriff's notices of the sale did not provide adequate and

1 lawful notice to potential buyers who might be interested in the
2 then-pending (but improper) execution sale of the Property.

3 48. And COUNTY LINE's representative HOWARD WEINBERG's improper
4 addition of the legal descriptions and new set of APNs, after the
5 sale, would itself be an improper taking and concealing of property
6 of the Trust for COUNTY LINE's benefit.

7 49. Petitioner GONZALEZ believes that HOWARD WEINBERG knew his
8 unilateral and extra-judicial act of concealment was improper.

9 50. And so, petitioner GONZALEZ believes, COUNTY LINE (HOWARD
10 WEINBERG) should be liable for twice the amount recovered by this
11 petition for such deception, per Probate Code §859.
12

13 Benefit of Probate Court Intervention

14 51. As of the date of HARRY MANSDORF's death, per Probate Code
15 §19300, all claims against HARRY MANSDORF and the Trust must be
16 processed pursuant to the Probate Code.
17

18 52. Such procedure does not automatically eliminate any
19 creditors and such procedure requires all just creditors to be
20 treated equitably.

21 53. Failure to reverse the improper execution sale will cause
22 irreparable catastrophic undeserved loss to the beneficiaries of the
23 Trust and its creditors and allow COUNTY LINE to recover undeserved
24 improper gain of massive proportions.

25 54. By the remedies set forth in this petition, i.e. by probate
26 court supervision, all persons interested in the Trust and all
27 creditors will be treated fairly.
28

1 55. Currently, there is no cash available to pay claims of any
2 creditors but there is ample vacant real property that will (when
3 title is cleared) be liquidated or encumbered to raise cash for
4 creditors.

5 56. But such liquidation/encumbrance must be orderly and
6 logical as well as immediate or much value will be lost to trust
7 beneficiaries and creditors.

8 57. All just claims (including all claims for unpaid income and
9 death taxes) will be paid in the proper order in the course of the
10 trustee's administration of the Trust.

11 58. All unresolved disputes re payment of disapproved claims
12 will be brought to this court for resolution.

13 59. To increase communication and to insure proper progress,
14 the court should order the trustee to provide regular reports to all
15 concerned.

16 60. As to the issues stated above, no other judicial
17 proceedings are now pending.

18 Notice

19 61. Petitioners will give notice of the hearing on this
20 petition to the following:

21 Trust Beneficiaries

22 Names/Addresses

23 LINDA FLORENCE MANSORF
24 811 N. Alta Drive
25 Beverly, Hills, CA 90210

26 JAIME DeJESUS GONZALEZ
27 811 N. Alta Drive
28 Beverly, Hills, CA 90210

Comment

Represented by lawyers:

Henry H. Dearing
Gifford, Dearing & Abernathy
700 S. Flower St., Suite 1222
Los Angeles, CA 90017

Henry H. Dearing
Gifford, Dearing & Abernathy
700 S. Flower St., Suite 1222
Los Angeles, CA 90017

1 LILLIAN SPRINGER None
aka LILLIAN SENDER
2 4949 Genesta Ave., #406
3 Encino, CA 91316

4 JULIA CHADDERTON None
70 South 1300 East
5 Logan, UT 84321

6 MEGAN SPERRY None
2233 East 2100 South, #11
7 Salt Lake City, UT 84109

8 KIERSTEN SPERRY None
856 E. Westminster Ave.
9 Salt Lake City, UT 84105

10 JASMINE JENSON None
1601 Emerald Hills Dr.
11 Bountiful, UT 84010

12 CHAD EGAN None
8392 S. Wild Oak Dr.
13 West Jordan, UT 84081

14 DOROTHY KAHN None
1852 Coral Court
15 Palmdale, CA 93550

16 MARY TOY None
2387 Mt. Veron St., SE
17 Albany, OR 97322

18 CLAIMANTS

19 JOHN C. TORJESEN & ASSOCIATES Christopher Barnes
20 Mancini and Assoc.
21 15303 Ventura Blvd., Ste. C
Sherman Oaks, CA 91403

22 COUNTY LINE HOLDINGS, LLC Howard Weinberg
23 11611 San Vicente Blvd., #900
Los Angeles, CA 90049

24 Persons Requesting Special
25 Notice

26 None N/A

27
28 / / /

1 WHEREFORE, petitioners pray for:

- 2 1. An order canceling the deed set forth on Exhibit 3.
- 3 2. An order directing COUNTY LINE HOLDINGS, LLC's
4 representatives to execute a quitclaim deed that conveys
5 any claim to the Property to the Trust.
- 6 3. An order directing JOHN C. TORJESSEN and JOHN C. TORJESSEN &
7 ASSOCIATES, PC to return all funds collected from the
8 Sheriff's sale to the Trust or to this court for further
9 administration.
- 10 4. A hearing to determine the penalty to be imposed on JOHN C.
11 TORJESSEN and JOHN C. TORJESSEN & ASSOCIATES for
12 intentionally and wrongfully disposing of trust property in
13 bad faith, per Probate Code §859.
- 14 5. A hearing to determine the penalty to be imposed on COUNTY
15 LINE and HOWARD WEINBERG for intentionally and wrongfully
16 providing the legal description for the Property in bad
17 faith, per Probate Code §859.
- 18 6. An order directing trustee GONZALEZ to pay, from trust
19 funds as they become available in due course including
20 funds that TORJESSEN returns, amounts as follows:
21
22 (a) first, the amount necessary to equitably reimburse
23 COUNTY LINE HOLDINGS, LLC for its participation in the
24 Sheriff's sale, taking into account its payment, its
25 notice of HARRY MANSDORF's death and less any offset
26 for penalties found due for COUNTY LINE/WEINBERG's
27 concealment of trust property via the extra judicial
28 additions to the Sheriff's deed, per Probate Code §859

1 (b) next, all just claims in the proper order, including
2 the TORJESSEN judgment (that will become due on sale of
3 any part of the Property) less any offset found due
4 for JOHN C. TORJESSEN's bad faith continuation of the
5 TORJESSEN execution sale, per Probate Code §859.

- 6 7. An order directing trustee GONZALEZ to withhold any and all
7 payment of his personal claims against HARRY MANSDORF
8 and/or the Trust until such personal claims and the payment
9 thereof are approved by this court.
- 10 8. An order directing trustee GONZALEZ to bring any unresolved
11 creditor-claim disputes to this court for resolution.
- 12 9. An order directing trustee GONZALEZ to report on the status
13 of funds on hand and approved creditor claims to this
14 court; to all interested persons; and to all known
15 creditors every 180 days until all creditor claims are
16 resolved.
- 17 10. An order for recovery of costs related to this petition.
- 18 11. Other just orders as the court deems proper.
- 19
20

21 Dated: December 6, 2013

GIFFORD, DEARING & ABERNATHY, LLP

22
23 By: 

HENRY H. DEARING

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I, JAIME DeJESUS GONZALEZ, the undersigned, am a party to this action. I have read the foregoing PETITION FOR ORDERS: 1] DIRECTING CONVEYANCE OF INTEREST IN REAL PROPERTY FROM CLAIMANT TO TRUST AND CANCELING DEED; 2] DIRECTING JUDGMENT CREDITOR TO RETURN FUNDS TO TRUST; 3] ASSESSING PENALTY FOR BAD FAITH DISPOSITION OF TRUST PROPERTY; 4] INSTRUCTING TRUSTEE TO SELL TRUST PROPERTY IN ORDER TO PAY CREDITOR CLAIMS IN DUE COURSE OF ADMINISTRATION; AND 5] INSTRUCTING TRUSTEE TO REGULARLY REPORT ON THE STATUS OF CREDITOR CLAIMS Prob. C. §§ 850(a)(3); 856; 859; 19300; 19303 and know its contents. The matters stated in it are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

Executed this 6th day of December, 2013

JAIME DEJESUS GONZALEZ

Exhibit 2

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUN 19 2013

John A. Clarke, Executive Officer/Clerk
BY Raul Sanchez, Deputy

1 MARCUS A. MANCINI, ESQ. (State Bar No.146905)
CHRISTOPHER BARNES, ESQ. (State Bar No.206186)
2 TARA J. LICATA, ESQ. (State Bar No. 266111)
MANCINI & ASSOCIATES
3 A Professional Law Corporation
15303 Ventura Boulevard, Suite 600
4 Sherman Oaks, CA 91403

5 Phone: (818) 783-5757
6 Fax: (818)783-7710

7 Attorneys for Plaintiff JOHN C. TORJESEN

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

11 JOHN C. TORJESEN, an individual,
12 Plaintiff,

13 vs.

14 HARRY MANSDORF, individually and as
15 Trustee of the Mansdorf Family, JAMIE
GONZALES, an individual, ROBERT
16 MULLEN, an individual, PAUL ORLOFF, an
individual, and DOES 1 through 100, inclusive,

17 Defendants
18

Case No. BC425880

[Assigned for all purposes to the
Hon. Elizabeth Allen White, Dept. 48]

NOTICE OF ENTRY OF ORDER AND
RULING

19 TO: ALL PARTIES HEREIN AND TO THEIR ATTORNEYS OF RECORD:

20 PLEASE TAKE NOTICE that on April 15, 2013, the Hon. Elizabeth Allen White, Judge
21 presiding in Dept. 48 of the Los Angeles Superior Court, signed Plaintiff's Order After Ex Parte to
22 Reconsider Court's Ruling Dismissing the Third Party Claim of Jaime Gonzalez. A true and
23 correct copy of the signed Order is attached hereto as Exhibit "A".

24 DATED: June 18, 2013

MANCINI AND ASSOCIATES
A Professional Law Corporation

By 

CHRISTOPHER BARNES, ESQ.
Attorney for Plaintiff,
JOHN C. TORJESEN

06/22/2013

EXHIBIT A

EXHIBIT "A"

05/22/2013

1 MARCUS A. MANCINI, ESQ. (State Bar No.146905)
2 CHRISTOPHER BARNES, ESQ. (State Bar No.206186)

3 **MANCINI & ASSOCIATES**

4 A Professional Law Corporation

5 15303 Ventura Boulevard, Suite 600.

6 Sherman Oaks, CA 91403

7 Phone: (818) 783-5757

8 Fax: (818)783-7710

9 Attorneys for Plaintiff **John C. Torjesen**

ORIGINAL FILED

APR 15 2013

**LOS ANGELES
SUPERIOR COURT**

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 **JOHN C. TORJESEN**, an individual,

13 Plaintiff,

14 vs.

15 **HARRY MANSDORF**, individually and as
16 Trustee of the Mansdorf Family, **JAMIE**
17 **GONZALES**, an individual, **ROBERT**
18 **MULLEN**, an individual, **PAUL ORLOFF**, an
19 individual, and **DOES 1 through 100**, inclusive,

20 Defendants

Case No. **BC425880**

[Assigned for all purposes to the
Hon. Elizabeth Allen White, Dept. 48]

**[PROPOSED] ORDER AFTER EX
PARTE TO RECONSIDER COURT'S
RULING DISMISSING THE THIRD
PARTY CLAIM OF JAIME
GONZALEZ**

DATE: April 15, 2013
TIME: 8:30 a.m.
DEPT: 48

21 **GOOD CAUSE HAVING BEEN SHOWN:**

22 **IT IS ORDERED:**

23 The Court *sua sponte* reconsiders its April 9, 2013 ruling dismissing the Third Party Claim
24 of Jaime Gonzalez.

25 Mr. Gonzalez's Third Party Claim cannot be dismissed by Mr. Gonzales absent the consent
26 of the creditor, John C. Torjesen. Since Mr. Torjesen did not consent to the dismissal, the matter
27 could not be dismissed by Gonzalez.

28 Therefore, the Court retracts its order dismissing the Third Party Claim, and ~~will~~ issue^s a

1 *granting* ruling ~~on~~ Mr. Torjesen's Petition to Invalidate the Third Party Claim of Jaime Gonzalez.

2 **IT IS SO ORDERED.**

3
4 DATED: APR 15 2003

Elizabeth Allen White

Hon. Elizabeth Allen White

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA

3 COUNTY OF LOS ANGELES

} ss.

4
5 I am employed in the County of Los Angeles, State of California. I am over the
6 age of 18 and not a party to the within action. My business address is 15303 Ventura Boulevard,
7 Suite 600, Sherman Oaks, California 91403.

8
9 On June 18, 2013, I served the foregoing document described as **NOTICE OF**
10 **ENTRY OF ORDER AND RULING** on the interested party or parties in this action by placing
11 a true copy thereof enclosed in a sealed envelope addressed as follows:

12 Paul Orloff, Esq.
13 ORLOFF & ASSOCIATES APC
14 8402 Florence Avenue, Suite B1
Downey, CA 90240

15 Jaime De Jesus Gonzalez
16 811 N. Alta Drive
17 Beverly Hills, CA 90201

18 Mansdorf Family Trust
19 811 N. Alta Drive
Beverly Hills, CA 90201

20
21 I caused such envelope with postage thereon fully prepaid to be placed in the
22 United States mail at Sherman Oaks, California.

23 Executed on **June 18, 2013**, at Sherman Oaks, California.

24
25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct.

27
28

HERMINA AVAKIAN

PROOF OF SERVICE
(BY OVERNIGHT DELIVERY)

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 11836 W. Pico Boulevard, Los Angeles, California 90064.

On May 22, 2015, I served the foregoing document(s) described as: **PLAINTIFF COUNTY LINE HOLDINGS LLC'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF OPPOSITION TO DEFENDANT JAIME GONZALEZ'S MOTION FOR JUDGMENT ON THE PLEADINGS** on the interested parties in this action as follows.

[X] BY OVERNIGHT DELIVERY (FEDERAL EXPRESS), standard overnight delivery, to the offices of the addressee. I enclosed the documents in an envelope or package provided by an overnight delivery carrier (Federal Express) and addressed to the addressee. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Joseph F. Nowicki, Esq.
John C. Feely, Esq.
Long Beach Legal
2315 E. 7th Street
Long Beach, CA 90804
Attorneys for Defendant
Jaime DeJesus Gonzalez

David M. Marcus, Esq.
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Los Angeles, CA 90067
Attorneys for Defendant
Janice M. McClanahan

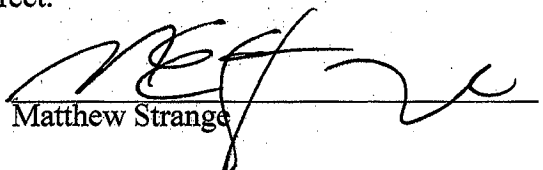
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Janice M. McClanahan

Timothy B. Sottile, Esq.
Sottile & Baltaxe
4333 Park Terrace Drive, Suite 160
Westlake Village, CA 91361
Attorneys for Defendant
Janice M. McClanahan

Executed on May 22, 2015, at Los Angeles, California.

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


Matthew Strange