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EXPERT LEGAL OPINION OF MARGARET GRIGNON

I.

NAME AND ADDRESS

1. Margaret Grignon, Grignon Law Firm LLP, 6621 E. Pacific Coast Highway, Suite 200, Long Beach, California 90803.

II.

STATEMENT OF ANY PRESENT OR PAST RELATIONSHIP WITH ANY OF THE PARTIES, THEIR LEGAL ADVISORS, OR THE ARBITRAL TRIBUNAL

2. Other than my current retention as a party expert for Tennant Energy, LLC (“Tennant Energy), I have no past or present relationship with any of the parties, the arbitral tribunal, or Appleton & Associates International Lawyers LP. I was counsel and a partner at Reed Smith LLP from 2005-2015. In 2020, I was retained by a different client of Reed Smith to provide a legal opinion on California enforcement of judgments law for a matter pending in the High Court of the Hong Kong Special Administrative Region Court of First Instance.

III.
**DESCRIPTION OF BACKGROUND, QUALIFICATIONS,
TRAINING, AND EXPERIENCE**

3. Between 1984 and 1990, I served as a trial judge in California. In 1990, I was appointed to the California Court of Appeal as an appellate justice on California's intermediate appellate court. For the next fourteen years, I served as a justice on the California Court of Appeal, Second District, Division Five. While an appellate justice, I authored in excess of 2,230 decisions, more than 160 of which were published as precedential opinions.

4. I retired from the bench at the end of 2004. Since 2005, I have practiced as an appellate lawyer in California. I am now a partner in Grignon Law Firm LLP. My work as an appellate practitioner has produced multiple precedential opinions from state and federal courts.

5. I have been named one of the Top Women Lawyers in California for 2010, 2013, and 2015; rated in Band 1 by Chambers for Appellate Litigation in California from 2009 through 2020; and listed in Best Lawyers in America, Appellate Practice from 2016 through 2021. Additionally, I am a former President of the California Academy of Appellate Lawyers, a Board Member of the American Academy of Appellate Lawyers, a member of the California

Women Lawyers Association and the National Association of Women Judges, and a member and former Board Member of the Association of Business Trial Lawyers.

6. I have attached my current curriculum vitae to this Expert Legal Opinion.
7. I am very familiar with California law.

IV.

INSTRUCTIONS PURSUANT TO WHICH I AM PROVIDING MY OPINIONS OR CONCLUSIONS

8. I was provided with a copy of the Witness Statement of John Tennant (CWS-2) and the Witness Statement of Derek Tennant (CWS-3) with the supporting documents.
9. I was asked for my legal opinion “[c]oncerning the facts set out in CWS-2 and CWS-3” to “explain under the law of California the legal status of the Skyway 127 shares obtained by John H. Tennant on April [19], 2011, and Tennant Travel Services, LLC?”
10. Specifically, I was asked to address in my legal opinion:
 - a. Was an equitable property interest created in connection with John H. Tennant's holding of the

Skyway 127 shares? If so, can you describe the interest?

- b. Did Tennant Travel Services LLC have an intangible property interest in these Skyway 127 shares?
- c. Did John H. Tennant have the authority to transfer intangible property rights to Tennant Energy, LLC?

V.

**STATEMENT OF INDEPENDENCE FROM THE PARTIES,
LEGAL ADVISORS, AND THE ARBITRAL TRIBUNAL**

11. (a) I understand that my duty in giving evidence in this arbitration is to assist the arbitral tribunal in deciding the issues in respect of which expert evidence is adduced. I have complied with, and will continue to comply with, that duty. (b) I confirm that this is my own, impartial, objective, unbiased opinion which has not been influenced by the pressures of the dispute resolution process or by any party to the arbitration. (c) I confirm that all matters upon which I have expressed an opinion are within my area of expertise. (d) I confirm that I have referred to all matters which I regard as relevant to the opinions I have expressed and have drawn to the attention of the arbitral tribunal all matters, of which I am aware, which might adversely affect my opinion. (e) I confirm that, at the time of providing this

written opinion, I consider it to be complete and accurate and constitute my true, professional opinion. (f) I confirm that if, subsequently, I consider this opinion requires any correction, modification or qualification I will notify the parties to this arbitration and the arbitral tribunal forthwith.

VI.

STATEMENT OF FACTS WHICH ARE THE BASIS OF EXPERT OPINION AND CONCLUSION

12. I have reviewed the Witness Statement of John Tennant (CWS-2) and the Witness Statement of Derek Tennant (CWS-3) with the supporting documents. The facts that follow are taken exclusively from those documents and I have assumed them to be true.

13. Derek Tennant (“Derek”) is the President of Skyway 127 Wind Energy, Inc. (“Skyway 127”) and a member and member of the management board of Tennant Energy, LLC (“Tennant Energy”). (CWS-3, ¶ 2; CWS-2, ¶ 7.) John Tennant (“John”) is his brother. (CWS-3, ¶ 3; CWS-2, ¶ 4.) John lives in California and has been a resident of California since 2007. (CWS-2, ¶¶ 1, 2.) John is a member and member of the management board of Tennant Energy. (CWS-2, ¶ 3.)

14. On October 18, 2007, Skyway 127 issued 1,750,000 common shares to Derek through his holding company, IQ Properties Inc. (“IQ Properties”), half of Skyway 127’s issued shares. (CWS-3, ¶ 8; CWS-2, ¶ 8; C-140.)

15. John lent \$200,000 to IQ Properties on October 19, 2007. (CWS-3, ¶ 10; CWS-2, ¶ 9; C-265.) The term of the note was for three years, with a six-month extension, and carried 10% interest. (CWS-3, ¶¶ 10-12; CWS-2, ¶ 10; C-265.) Derek was a personal guarantor of the note. (CWS-3, ¶ 11; CWS-2, ¶ 10; C-265.) IQ Properties pledged 437,500 Skyway 127 shares as collateral. (CWS-3, ¶ 11; CWS-2, ¶ 12; C-265.) After the due date of the note, John had a call option, allowing him to convert the note into the Skyway 127 shares pledged as collateral. (CWS-3, ¶ 12; C-265.) The note was acknowledged by Skyway 127. (CWS-3, ¶ 13; CWS-2, ¶ 13; C-266.)

16. With a six-month extension, the note was due on April 19, 2011, but IQ Properties could not repay it. (CWS-3, ¶ 15-16; CWS-2, ¶ 15; C-267.) John exercised his call option and John and Derek agreed that the shares constituted payment of the note in full. (CWS-3, ¶¶ 16-19; CWS-2, ¶ 15.) On April 19, 2011, to prevent dilution of voting control, John agreed to hold the Skyway 127 shares in a U.S. holding company that he would designate. (CWS-2, ¶¶ 17-18; CWS-3, ¶¶ 19-20.) On April 26, 2011, John

designated Tennant Travel Services LLC (“Tennant Travel”) to hold the Skyway 127 shares. (CWS-3, ¶¶ 19-21; CWS-2, ¶¶ 17-19.) Tennant Travel is a California limited liability company. (CWS 3, ¶ 20; C-269.) On April 26, 2011, John told Derek and John Pennie that he was holding the shares as trustee in trust for Tennant Travel. (CWS-3, ¶ 24; CWS-2, ¶ 20.) John assumed Skyway 127’s corporate records reflected his shareholder interest as trustee for Tennant Travel, but Skyway 127’s Shareholders & Transfers Register named John as the shareholder without a trustee designation. (CWS-2, ¶ 28; C-117, C-114.) John acted consistently with his belief that he held the shares as trustee for the benefit of Tennant Travel. (CWS-2, ¶ 28.)

17. In December 2011, John received additional Skyway 127 shares when a major investor exited Skyway 127, which John also held as trustee for Tennant Travel. (CWS-3, ¶ 34; CWS-2, ¶ 25; C-114.)

18. On January 15, 2015, John as trustee in trust for Tennant Travel received additional Skyway 127 shares when another major investor exited Skyway 127. (CWS-3, ¶¶ 39-42; CWS-2, ¶ 29; C-115.) On that same date, John’s Skyway 127 shares were formally transferred to Tennant Travel, which was later renamed Tennant Energy. (CWS-3, ¶ 36; CWS-2, ¶ 29, 31; C-269.)

19. John also transferred any personal intangible rights that he or the trust possessed in the Skyway 127 shares to Tennant Travel. (CWS-3, ¶¶ 44-45; CWS-2, ¶¶ 30, 32; C-268.) In his 2016 memorandum, John described these intangible rights as “all interests and rights under the North American Free Trade Agreement that I might have as trustee or personally, related to the holding of shares in Skyway 127.” (C-268.)

VII.

OPINIONS AND CONCLUSIONS INCLUDING DESCRIPTION OF METHODS, EVIDENCE AND INFORMATION USED IN ARRIVING AT THE CONCLUSIONS

20. In arriving at my legal opinions, I relied on the above-described witness statements and supporting documents for the facts, and California statutory law and case authority for the legal underpinnings of my opinions. All of my opinions are based on California law.
21. In California, a trust may be created by a “declaration by the owner of property that the owner holds the property as trustee” (Cal. Prob. Code § 15200(a)),¹ where the “settlor properly manifests an intention to create a trust” (Cal.

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Prob. Code § 15201),² “there is trust property” (Cal. Prob. Code § 15202),³ and there is a “beneficiary” (Cal. Prob. Code § 15205(a)).⁴ “A trust may be created for any purpose that is not illegal or against public policy” (Cal. Prob. Code § 15203),⁵ including for an indefinite or general purpose (Cal. Prob. Code § 15204).⁶

22. A trust of personal property may be oral. Cal. Prob. Code § 15207;⁷ *Higgins v. Higgins*, 11 Cal. App. 5th 648, 661 (2017).⁸ “Consideration is not required to create a trust.” Cal. Prob. Code §15208.⁹

23. To create a trust, there must be a trustor, trust intent, trust property, trust purpose, and a beneficiary. *Estate of Heggstad*, 16 Cal. App. 4th 943, 947 (1993).¹⁰ The settlor can manifest an intention to create a trust in his property

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by declaring himself trustee of the property. *Id.* at 948.¹¹
A trust may be created by a unilateral declaration of the person who assumes to act as trustee. *Getty v. Getty*, 28 Cal. App. 3d 996, 1003 (1972).¹²

24. A transfer of title to the trustee is not required. “If the owner of property declares himself trustee of the property, a trust may be created without a transfer of title to the property.” *Estate of Heggstad*, 16 Cal. App. 4th at 948-49,¹³ quoting Restatement (Second) of Trusts (1957), § 17(a), cmt.; Restatement (Second) of Trusts (1957), § 17, illus. 1; Restatement (Second) of Trusts (1957), § 32, cmt. m. The word trust or trustee need not be used. *Weiner v. Mullaney*, 59 Cal. App. 2d 620, 631 (1943).¹⁴ Trust property is held in the name of the trustee, not the trust, which is not a legal entity. *Galdjie v. Darwish*, 113 Cal. App. 4th 1331, 1343-44 (2003).¹⁵

25. The requirement that a trust have a beneficiary is satisfied if the trustee has the power to select the beneficiary based

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on a standard or in the trustee’s discretion. Cal. Prob. Code § 15205(a)(2).¹⁶

26. A trustee of a trust holds legal title to the trust property, while the beneficiary holds equitable title. *Higgins*, 11 Cal. App. 5th at 661.¹⁷ A beneficiary of a trust holds “a present beneficial interest” in the trust property. *Id.*¹⁸
27. The existence of an oral trust is established by clear and convincing evidence. Cal. Prob. Code § 15207.¹⁹ The intent to create a trust may be established by written words, spoken words, or conduct. *Lonely Maiden Productions, LLC v. GoldenTree Asset Management, LP*, 201 Cal. App. 4th 368, 379-380 (2011).²⁰ An oral trust may be proven by circumstantial evidence. *Fahrney v. Wilson*, 180 Cal. App. 2d 694, 697-98 (1960).²¹ An intent to create a trust may be established by extrinsic evidence where a writing does not reflect the intended trust ownership. *Estate of Gardner*, 187 Cal. App. 4th 543, 552 (2010).²²

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Where a written instrument transferring property fails to identify the transferee as a trustee, extrinsic evidence is admissible to prove the transferee holds property in trust for another. *Estate of Gaines*, 15 Cal. 2d 255, 265 (1940).²³

28. In my opinion, the witness statements and supporting documents provide clear and convincing evidence that John created an oral trust on April 19, 2011, and as of April 26, 2011, he held the Skyway 127 shares as trustee in trust for Tennant Travel, subsequently renamed Tennant Energy. The residency of the trust is California, where John resides. Cal. Prob. Code §§ 17005,²⁴ 17300.²⁵ The residency of Tennant Services/Energy is also California. Cal. Corp. Code § 17701.02(g).²⁶
29. John and Derek both testify they agreed that John would hold the shares in a holding company to prevent dilution of voting control. (CWS-3, ¶¶ 19-21; CWS-2, ¶¶ 17-19.) John testifies that from the time of the transfer of the shares to him on April 19, 2011, he held the Skyway 127 shares in trust, and those shares in trust were identified as being for the benefit of Tennant Travel/Energy on April 26, 2011.

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(CWS-2, ¶¶ 20, 28.) John and Derek both testify that on April 26, 2011, John told Derek and John Pennie that he held the Skyway 127 shares in trust for Tennant Travel/Energy. (CWS-3, ¶ 24; CWS-2, ¶ 20.) John testifies that he assumed the Skyway 127 Shareholders & Transfers Register would reflect his ownership as trustee and when he learned that it did not, he formally transferred the shares to Tennant Travel/Energy in January 2015.

(CWS-2, ¶ 28.) John's 2016 written memorandum confirms his testimony. (C-268.)

30. Although the Skyway 127 Shareholders & Transfers Register reflected John Tennant as the owner of the shares and did not expressly include trustee language (C-114, C-115, C-117), trustee language is not necessary to create an oral trust in personal property.
31. John testifies that when he acquired additional Skyway 127 shares in December 2011 and January 2015, he also held these shares in trust as trustee for Tennant Travel/Energy. (CWS-2, ¶¶ 25, 29, 34.) These additional shares also were formally transferred to Tennant Travel/Energy in January 2015. (CWS-3, ¶ 36; CWS-2, ¶¶ 28, 29, 31; C-269.)
32. I am not aware of any conflicting evidence.

A. Was an equitable property interest created in connection with John H. Tennant's holding of the Skyway 127 shares? If so, can you describe the interest?

33. In my opinion, and for the reasons stated above, John created an equitable property interest in Tennant Travel/Energy by orally declaring on April 26, 2011, that he held the Skyway 127 shares in trust for Tennant Travel. John created an oral trust and held the Skyway 127 shares as trustee in trust from the time he acquired them on April 19, 2011. John identified Tennant Travel as the beneficial owner of those shares one week later, on April 26, 2011, when Tennant Travel's equitable interest arose. John also acquired the additional Skyway 127 shares in December 2011 and January 2015 as trustee in trust for Tennant Travel/Energy. John, as trustee, was the legal owner of the Skyway 127 shares and Tennant Travel/Energy, as beneficiary, was the equitable owner.

B. Did Tennant Travel Services LLC have an intangible property interest in these Skyway 127 shares?

34. On January 15, 2015, John's Skyway 127 shares were formally transferred to Tennant Travel, which was later renamed Tennant Energy. (CWS-3, ¶ 36; CWS-2, ¶¶ 29, 31; C-269.) John also transferred any personal intangible rights that he or the trust possessed in the Skyway 127

shares to Tennant Travel. (CWS-3, ¶¶ 44-45; CWS-2, ¶¶ 30, 32; C-268.)

35. In my opinion, as the legal and equitable owner of the Skyway 127 shares and the transferee of any personal intangible rights John possessed either as trustee or individually, Tennant Travel had an intangible property interest in these Skyway 127 shares as an equitable interest as of April 26, 2011, and as a legal interest with the formal transfer of the shares as of January 15, 2015.

C. Did John H. Tennant have the authority to transfer intangible property rights to Tennant Energy, LLC?

36. With respect to shares of stock of a corporation, a trustee has the power to vote any voting rights with respect to the shares and to authorize, ratify, approve, or confirm any action that could be taken by a shareholder. Cal. Prob. Code § 16234.²⁷ A trustee also has the power to collect, hold and retain any trust property until its disposition. Cal. Prob. Code § 16220.²⁸ A trustee has the power to acquire and dispose of property. Cal. Prob. Code § 16226.²⁹

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37. In my opinion, as trustee holding the Skyway 127 shares for the benefit of Tennant Travel/Energy, John had the authority to acquire, retain, and transfer to Tennant Energy any intangible property rights associated with the Skyway 127 shares he held in trust for Tennant Travel/Energy.

VIII.

LANGUAGE IN WHICH THE EXPERT ANTICIPATES GIVING TESTIMONY AT ANY EVIDENTIARY HEARING

38. I will testify in English at any evidentiary hearing.

IX.

AFFIRMATION OF GENUINE BELIEF IN OPINIONS

39. I affirm that the legal opinions in this Expert Legal Opinion are my opinions alone and I have a genuine belief in those opinions.

X.

CONSENT TO USE OF PERSONAL DATA

40. I expressly consent to the use and processing of my personal data, in or related to this Expert Legal Opinion, being used by the arbitration participants for this dispute, including its subsequent consideration and enforcement.

Executed this 23rd day of February, 2021, at Long Beach, California.


Margaret Grignon

**CURRICULUM VITAE OF
MARGARET GRIGNON**



Margaret Grignon

Partner

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Education

Loyola Law School, 1977,
J.D., summa cum laude

University of Zurich,
Switzerland, International and
Swiss Law

University of California, Los
Angeles, 1972, B.A., cum
laude, Political Science

Professional Admissions / Qualifications

California

Court Admissions

U.S. Supreme Court

U.S. Court of Appeals - Ninth
Circuit

U.S. Court of Claims

U.S. Tax Court

U.S. District Court - Southern
District of California

U.S. District Court - Central
District of California

U.S. Court of Appeals - Fifth
Circuit

State Supreme Court -
California

U.S. Court of Appeals - Eighth
Circuit

U.S. Court of Appeals - Tenth
Circuit

U.S. Court of Appeals -
Eleventh Circuit

U.S. Court of Appeals -
Federal Circuit

Overview

Justice Margaret Grignon (Ret.) is a partner in the firm. She is retired from the California Court of Appeal, Second District, Division Five, where she spent 14 years and authored in excess of 2,230 opinions, more than 160 of which have been published. During that time, she sat as a Justice Pro Tem on the California Supreme Court. She has considerable experience in business/commercial, employment, family, insurance coverage and bad faith, intellectual property, legal and medical malpractice, personal injury, and premises liability law. Her appellate cases in these areas have produced multiple precedential opinions from the state and federal courts, and resulted in her being named one of the Top Women Litigators in California for 2010 and Top Women Lawyers in California for 2013. She frequently acts as a mock appellate justice to assist lawyers in preparing for oral argument before the California Supreme Court and Court of Appeal and the Ninth Circuit.

Justice Grignon is the Immediate Past President of the California Academy of Appellate Lawyers, a Board Member of the American Academy of Appellate Lawyers, a member of the California Women Lawyers Association, the National Association of Women Judges, and the Association of Business Trial Lawyers. She has authored numerous articles on tax, business and appellate law, and is a frequent lecturer at education programs for judges and attorneys.

Representative Published Cases

- *Key v. Tyler*, 34 Cal.App.5th 505 (2019). Obtained reversal of order granting anti-SLAPP motion dismissing petition to enforce a no contest petition in probate proceedings on the ground petitioner had demonstrated a likelihood of prevailing on the merits by means of res judicata and law of the case and claim was not barred by the litigation privilege.
- *Laker v. Board of Trustees of California State University*, 32 Cal.App.5th 745 (2019). Obtained partial reversal of order denying anti-SLAPP motion in FEHA action as to defamation claim on the ground claim made in connection with an internal investigation arose from protected activity and university professor failed to establish a probability of prevailing on the merits.
- *Monster Energy Co. v. Schechter*, 26 Cal.App.5th 54 (2018), rev. gtd. Obtained reversal and ordered grant of anti-SLAPP motion to strike cause of action against attorney for breach of a confidentiality provision in a settlement agreement, where the attorney signed the settlement agreement only "approved as to form and content" and did not agree to be bound to the terms of the settlement agreement.

- *Fluidmaster, Inc. v. Fireman's Fund Ins., Co.*, 25 Cal.App.5th 545 (2018). Obtained reversal of order disqualifying law firm based on vicarious disqualification arising from law firm's hiring of challenged e-discovery attorney following implementation of proper ethical wall.
- *People v. ConAgra Grocery Products Co.*, 17 Cal.App.5th 51 (2017). Obtained reversal of a judgment that allowed damages to be calculated based on all homes in the jurisdictions built through 1980, and limiting it to homes built pre-1951, a multi-million-dollar reduction.
- *CRST, Inc. v. Superior Court*, 11 Cal. App. 5th 1255 (2017). Obtained a published decision in a case of first impression, holding that an employer's admission of vicarious liability for its employee's conduct did not bar evidence of the employer's conduct for purposes of the employer's separate punitive damages liability.
- *Veera v. Banana Republic, LLC*, 6 Cal. App. 5th 907 (2016). In consumer class action, obtained reversal of summary judgment against plaintiffs. Defendant retailer advertised 40-percent-off purchases when the sale applied only to some items. In reliance on the sale signs, customers were lured into the store, selected items for purchase at the advertised discount, and bought some of the items at full price, after learning at the register that the discount did not apply, suffering injury in fact.
- *Nickerson v. Stonebridge Life Ins. Co.*, 5 Cal. 5th 1 (2016). California Supreme Court affirmed in part trial court's reduction of punitive damages award in bad faith insurance action, reducing \$19 million to \$475,000.
- *Vien-Phuong Thi Ho v. Recontrust Co., NA*, 840 F. 3d 618 (9th Cir. 2016). Obtained partial affirmance of judgment against Plaintiff homeowner, holding California trustee under a deed of trust was not attempting to collect a debt under the Fair Debt Collection Practices Act when it gave requisite statutory notice of foreclosure sale.
- *Dalton v. Santander Consumer United States, Inc.*, 2016-NMSC-035 (2016). New Mexico Supreme Court reversed order denying defendant lender's request to compel arbitration, holding that carve outs of both parties' small claims and non-judicial, self-help remedies from the arbitration agreement did not make the agreement unconscionable.
- *ESG Capital Partners, LP v. Stratos*, 828 F. 3d 1023 (9th Cir. 2016). Obtained partial reversal of judgment for law firm, holding investors sufficiently alleged attorney made misrepresentations in connection with a fraudulent securities transaction and raised compelling inference of scienter on part of attorney who allegedly knew the true identity of the fraudster, was aware of the fraudulent nature of the scheme, and knew that the putative securities transaction would not occur.
- *Harrington v. EquiTrust Life Ins. Co.*, 778 F. 3d 1089 (9th Cir. 2015). Obtained affirmance of summary judgment in an action alleging a violation of the Racketeer Influenced and Corrupt Organization Act in connection with the sale of deferred indexed annuities. The Ninth Circuit held that plaintiff failed to establish any actionable predicate acts in alleged fraudulent schemes concerning the promise of a premium bonus, the application of the annuity's market value adjustment, or the circumvention of state non-forfeiture laws.
- *In re Marriage of Fajota*, 230 Cal. App. 4th (2014). Prevailed in a pro bono appeal of a child custody dispute. The opinion addressed significant and unresolved issues regarding awards of child custody when one parent engages in domestic violence against the other parent. The Court addressed three separate orders (by three separate judges) in which the trial court failed to properly apply a presumption against joint custody when domestic violence is involved.
- *Gregory v. Cott*, 59 Cal. 4th 996 (2014). California Supreme Court affirmed a summary judgment for an Alzheimer's patient and her husband on the ground the injured in-home caregiver had voluntarily assumed the risk of violence by the Alzheimer's patient and the primary assumption of risk doctrine barred liability.
- *Children's Hosp. Cent. California v. Blue Cross of California*, 226 Cal. App. 4th 1260 (2014). Obtained reversal of a \$10 million jury verdict against a Medicaid managed care organization based on evidentiary and instructional errors concerning the valuation of hospital services provided when a hospital was "out of network" with the organization.
- *Estate of Sobol*, 225 Cal. App. 4th 771 (2014). In appeal arising from a probate proceeding, affirmed order sustaining demurrer of co-executors of estate to petition of objectors seeking to be appointed executors of estate and challenging codicil to decedent's will, because objectors lacked standing to challenge co-executors' actions.

- *Cutler v. Franchise Tax Board*, 229 Cal. 4th 419 (2014). The Court of Appeal approved an award of private attorney general fees to a taxpayer who successfully argued that a state tax was unconstitutional in violation of the Commerce Clause.
- *Cutler v. Franchise Tax Board*, 208 Cal. App. 4th 1247 (2012). The Court of Appeal held a state tax provision providing tax benefits for sale of stocks in a qualified California small business was unconstitutional under dormant Commerce Clause.
- *Perez v. Torres*, 206 Cal. App. 4th 418 (2012). Code of Civil Procedure section 998 offer to compromise is invalid where it fails to include a statutorily required acceptance provision.
- *Landeros v. Torres*, 206 Cal. App. 4th 398 (2012). Civil Code section 3333.4 does not preclude recovery of noneconomic damages against a drunk driver where plaintiff is an unlicensed permissive user of an insured vehicle.
- *Quarry v. Doe 1*, 53 Cal.4th 945 (2012): Reversed Court of Appeal on matter of first impression and held statute of limitations precluded plaintiffs' claims.
- *Parmar v. State Board of Equalization*, 196 Cal.App.4th 705 (2011). Affirmed order invalidating state tax practice and upholding entitlement to substantial attorney fees under private attorney general statute.
- *Arnall v. Superior Court*, 190 Cal.App.4th 360 (2010). Obtained writ ordering trial court to grant former client's summary adjudication motion of attorney's causes of action for fees based on a void contingent fee agreement, leaving only the quantum meruit cause of action to be tried.
- *Whitmire v. Ingersoll-Rand Company*, 184 Cal.App.4th 1078 (2010). Obtained affirmance of summary judgment in favor of defendant contractor in mesothelioma action on ground that plaintiff had no substantial evidence that he had been exposed to asbestos attributable to the defendant.
- *Clark v. Superior Court*, 50 Cal.4th 605 (2010). Argued on behalf of Amici and obtained unanimous reversal of Court of Appeal judgment. California Supreme Court held that a statute providing for the trebling of penalties as to senior citizens and the disabled could not be used to treble restitution under the Unfair Competition Law.
- *United States Life Ins. v. Superior National Ins. Co.*, 591 F.3d 1167 (9th Cir. 2010). Obtained affirmance of judgment confirming a \$450 million arbitration award in a dispute over reinsurance coverage for workers' compensation insurance claims.
- *Delgado v. Interinsurance Exchange*, 47 Cal. 4th 302 (2009). California Supreme Court held there was no insurance coverage under an occurrence policy for an assault committed under the mistaken belief in the necessity of self-defense.
- *Daghlian v. DeVry University, Inc.*, 574 F.3d 1212 (9th Cir. 2009). Obtained dismissal of an appeal from a summary judgment in a consumer class action on the ground that repeal of the statutory basis for the action resulted in abatement.
- *Dunn Yeager v. Blue Cross*, 175 Cal. App. 4th 1098 (2009). Obtained affirmance in Court of Appeal of summary judgment for health insurer in action alleging that insurer's offer of infertility coverage did not comply with statute.
- *Hernandez v. Vitamin Shoppe Industries Inc.*, 174 Cal. App. 4th 1441 (2009). Affirming the final approval of a settlement in a wage and hour class action, and further affirming orders barring counsel for plaintiffs in a competing class action from communicating with members of the conditionally certified class and issuing a notice to class members to correct a prior improper communication to class members from that counsel.
- *321 Henderson Receivables Origination LLC v. Sioteco, et al.*, 173 Cal. App. 4th 1059 (2009). Reversed consolidated superior court order denying 11 petitions for approval of the transfer of structured settlement payments rights. The Fifth District Court of Appeal held that contractual anti-assignment provisions are generally ineffective in barring transfers of structured settlement payment rights; the transfers are not subject to the usury law; and the evidence was insufficient to support the superior court's findings that the factoring company systematically violated the independent professional advice requirement of the Structured Settlement Transfer Act.
- *Mintz v. Blue Cross*, 172 Cal. App. 4th 1594 (2009). Dismissal of claims for intentional interference with contractual relations, negligent interference with contractual relations, and intentional infliction of emotional distresses arising out of alleged wrongful denial of health insurance benefits.

- *Watkins v. Wachovia Corp.*, 172 Cal. App. 4th 1576 (2009). In putative class action alleging violation of California wage and hour laws, obtained dismissal of appeal from order denying class certification on ground that class representative's settlement of individual claims following denial of certification deprived the class representative of standing to pursue the appeal. In same decision, also obtained affirmance of summary judgment as to another class representative on the ground that, upon termination of employment, she signed a release of disputed wage claims in exchange for enhanced severance benefits.
- *321 Henderson Receivables Origination LLC v. Judith Red Tomahawk*, 172 Cal. App. 4th 290 (2009). Reversed order denying petition under the Structured Settlement Transfer Act; trial court's failure to dismiss petition without prejudice upon transferee's request for dismissal rendered order denying petition void.
- *321 Henderson Receivables Origination LLC v. Lisa Ramos*, 172 Cal. App. 4th 305 (2009). Reversed order voiding prior transfer of structured settlement payments; final court-approved transfers cannot be attacked as void under the Structured Settlement Transfer Act absent direct and affirmative evidence of fraud.
- *Cable Connection, Inc. v. DIRECTV, Inc.*, 44 Cal. 4th 1334 (2008). California Supreme Court affirmed trial court order vacating an arbitration award. In a case of first impression, the Supreme Court held that parties to an arbitration agreement may agree to expanded judicial review of an award.
- *Jogani v. Superior Court*, 165 Cal. App. 4th 901 (2008). Petition for writ of mandate granted; trial court committed error per se by denying plaintiff his jury trial right on legal claim for quantum meruit.
- *Ball v. FleetBoston Financial Corp.*, 164 Cal. App. 4th 794 (2008). Affirmance of dismissal following an order denying permission to file an amended complaint in a Consumer Legal Remedies Act action on the ground that extension of credit is not a good or service and unconscionability allegations were encompassed in the CLRA cause of action.
- *Monroy v. City of Los Angeles*, 164 Cal. App. 4th 248 (2008). Reversed jury verdict; trial court erred in instructing jury on a theory contrary to unambiguous party admissions; trial court also abused its discretion in limiting expert witness testimony; and trial court erred in excluding deposition testimony where deponent resided more than 150 miles from trial.
- *Trujillo v. First American Registry Inc.*, 157 Cal. App. 4th 628 (2007). Affirmed summary judgment in consumer credit reporting and unfair competition action.
- *Fitz-Gerald v. Skywest Airlines, Inc.*, 155 Cal. App. 4th 411 (2007). Affirmed summary judgment in action brought by flight attendants against airline for minimum wages, meal and rest breaks, overtime and penalties.
- *Sea Foods Co., Ltd. v. O.M. Foods Co., Ltd.*, 150 Cal. App. 4th 769 (2007). Reversed third party liability judgment for foreign corporation and against California sea food importer; also reversed personal jurisdiction dismissal of fraud action brought by same sea food importer against same foreign corporation.
- *Camacho v. Automobile Club of Southern California, et al.*, 142 Cal. App. 4th 1394 (2006). Affirmed judgment on the pleadings for insurer in unfair competition class action brought by uninsured motorist in connection with insurer's efforts to collect subrogation claim.

Honors & Awards

- Listed in *Best Lawyers in America*, Appellate Practice (2016-2021)
- Listed in the *Daily Journal* as one of its Top Women Lawyers (2010, 2013, 2015)
- Listed, *Chambers USA: America's Leading Lawyers for Business*, "Band 1" (6 bands with 1 being the highest) rating for Appellate Litigation (California) (2009-2020)
- Listed, *California Super Lawyers*, Appellate (2007-2020)
- Listed, *California Super Lawyers*, Corporate Counsel Edition, Appellate (2010)

Publications

- "You can't raise new legal theories on appeal...usually," *Daily Journal*, 1 October 2014
Co-Author(s): David J. de Jesus
- "Oral Argument: Facing the Challenge and Embracing the Opportunity," *American Bar Association Litigation Section*, 26 March 2014
- "Just How Mandatory Are Those Statutory Writ Deadlines," *Los Angeles Daily Journal*, 08 February 2012
Co-Author(s): Kasey J. Curtis
- "What a Difference a Day Makes," *Los Angeles Daily Journal*, 14 March 2011
- "Can Denial of Summary Judgment Based on Qualified Immunity Be Reviewed," *Los Angeles Daily Journal*, 25 February 2011
- "Saving Face," *San Francisco Daily Journal*, 3 February 2009
- "When Time's Not on Your Side," *San Francisco Daily Journal*, 20 May 2008
Co-Author(s): Co-author
- "Ditching Class," *Los Angeles Daily Journal*, 30 January 2008
- "Objections to Evidence," *Los Angeles Daily Journal*, 29 November 2007
- "Strict Compliance," 1 May 2007
Co-Author(s): Zareh Jaltrossian
- "The Dynamics of Appellate Oral Argument," *Certworthy*, Summer 2006
Co-Author(s): Zareh Jaltrossian
- "Three Reasons for Thinking Twice Before Filing a Frivolous Appeal," April 2006
Co-Author(s): Zareh Jaltrossian
- "In Tricky Dance of Appeals, Timing of Filing Is Everything," *Los Angeles Daily Journal*, 1 November 2005

Speaking Engagements

- "The Strategic Use of Appellate Counsel to Win at Trial and on Appeal," Association of Corporate Counsel Annual CLE Event, Beverly Hills, California, 8 October 2014
- "Why You Should Learn To Stop Worrying And Love The California Supreme Court," Association of Corporate Counsel MCLE, California, 19-20 February 2014

Employment History

- 2016 - Grignon Law Firm LLP
- 2005 - Reed Smith
- 1990 - Court of Appeal, Second District, Division Five
- 1987 - Los Angeles Superior Court
- 1984 - Antelope Municipal court
- 1981 - Gray, Cary Ames & Frye
- 1978 - O'Melveny & Myers

Professional Affiliations

- American Academy of Appellate Lawyers – Board Member
- California Academy of Appellate Lawyers – Member and Immediate Past President
- Certified as a Specialist in Taxation Law, 1984
- National Association of Women Judges – Member
- California Women Lawyers – Member
- Association of Business Trial Lawyers-Member and Board Member