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19 trustees of The Lugliani Trust; Thomas J. Lieb,  
20 Trustee, The Via Panorama Trust

21 **SUPERIOR COURT OF CALIFORNIA**  
22 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

23 CITIZENS FOR ENFORCEMENT OF  
24 PARKLAND COVENANTS and JOHN A.  
25 HARBISON,

26 Plaintiffs,

27 vs.

28 CITY OF PALOS VERDES ESTATES, a  
municipal corporation; PALOS VERDES  
HOMES ASSOCIATION, a California  
corporation; ROBERT LUGLIANI and  
DOLORES A. LUGLIANI, as co-trustees of  
THE LUGLIANI TRUST; THOMAS J.  
LUGLIANI, TRUSTEE, THE VIA  
PANORAMA TRUST U/DO MAY 2, 2012 and  
DOES 1 through 20,

Defendants.

Case No.: BS142768

*Assigned for all purposes to the  
Hon. Barbara A. Meiers, Dept. 12*

**DECLARATION OF LORE HILBURG IN  
SUPPORT OF DEFENDANTS PALOS VERDES  
HOMES ASSOCIATION; ROBERT LUGLIANI  
AND DOLORES A. LUGLIANI, AS CO-TRUSTEES  
OF THE LUGLIANI TRUST; AND THOMAS J.  
LIEB, TRUSTEE, THE VIA PANORAMA TRUST  
U/DO MAY 2, 2012'S OPPOSITION TO  
PLAINTIFFS' MOTION FOR SUMMARY  
JUDGMENT OR SUMMARY ADJUDICATION OR  
BOTH**

Action Filed: May 13, 2013

Trial Date: None Set

Hearing Date: May 29, 2015

Hearing Time: 9:30 a.m.

Department: 12

**DECLARATION OF LORE HILBURG IN SUPPORT OF DEFENDANTS PALOS VERDES HOMES  
ASSOCIATION, ROBERT LUGLIANI AND DOLORES A. LUGLIANI, AND THOMAS J. LIEB'S OPPOSITION  
TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT OR SUMMARY ADJUDICATION OR BOTH**

1 I, Lore Hilburg, declare and state as follows:

2 1. I am an attorney duly licensed to practice before all courts of the State of California.  
3 I am the sole proprietor of the LAW OFFICE OF LORE HILBURG.

4 2. I have been recognized as an expert witness in numerous courts based on my over 30  
5 years of experience in the Title Insurance Industry. I currently serve as a consultant to title  
6 companies, title insurers, escrow companies, realtors, property owners and attorneys regarding title,  
7 title insurance and escrow issues. A copy of my current Curriculum Vitae is attached hereto as  
8 Exhibit B and made a part hereof.

9 3. In my 35 years of working in the Title Insurance Industry, it is often necessary to  
10 review chains of recordable documents to decide on the effect of past conveyances and instruments  
11 on the ability to convey or use a parcel. I have reviewed hundreds of historic chains of title. In  
12 order to determine the intent of a particular conveyance or even a provision in a document, it is  
13 necessary to know the context that gives rise to the instrument which can include the use of  
14 property at the time, the financial conditions, the law, and the goal of the parties and allow for  
15 human error which can result in contradictory, awkward, ambiguous or even mistaken wording.  
16 My opinions herein are based on my lengthy experience and knowledge in this area, for which I  
17 have had hours of training both in-house with title insurers and through other seminars and lectures  
18 that I have attended and that I have given to attorneys and title company employees, underwriters  
19 and real estate professionals.

20 4. I was asked to review the chain of title to Area A (as legally described at Evidence in  
21 Support of Plaintiffs' Motion for Summary Judgment or Adjudication ("Plaintiffs' Evidence"),  
22 Exhibit 3) to determine which documents affect its title and limit its use. Plaintiffs have focused on  
23 the 1940 Deeds and restrictions therein which effectuated the transfer of certain parcels of land in  
24 Palos Verdes Estates from the Palos Verdes Homes Association to the City of Palos Verdes,  
25 identified as Plaintiffs' Evidence, Exhibits 6 & 7. However, the 1940 Deeds incorporate the prior  
26 "provisions, conditions, covenants and restrictions" and make the 1940 Deeds conveyance and  
27 covenants, conditions, and restrictions ("CC&Rs") subject to the earlier ones in their entirety. So  
28 the 1940 Deeds must be read, reviewed, and analyzed as part of the earlier rights, powers, goals and

1 plans to arrive at a fair understanding of what the owners of Area A are entitled to do with the  
2 property. Moreover, Area A is not a lone parcel. It is part of an overall development. The entire  
3 chain of documents makes it repeatedly clear that all of the covenants imposed are done so in the  
4 context of an overall plan. Thus, the goal of preserving the nature of the development must be  
5 considered when attempting to effectuate a particular provision.

6 5. Exhibit A, attached hereto, is a table I had prepared which goes through the chain of  
7 documents (instruments) applicable to Area A, noting the key provisions I describe and discuss  
8 below.

9 6. I began my review with the Declaration of Establishment of Basic Protective  
10 Restrictions, Conditions, Covenants, Reservations, Liens and Charges affecting the real property  
11 known as Palos Verdes Estates Parcels A and B et al. dated June 26, 1923, recorded July 5, 1923 in  
12 Book 2360, page 231 as amended by Amendment No. 1 dated Nov. 26, 1923 et.al. (the "Original  
13 Declaration" or "Declaration No. 1"). (Plaintiffs' Evidence, Exhibit 5 (portions of Declaration No.  
14 1).)

15 7. The preamble of the Original Declaration begins with the declarant stating that it  
16 does hereby establish the general plan for the protection, maintenance, improvement and  
17 development of the property which is fixed by protective restrictions, conditions and covenants etc.  
18 and charges upon all lots for the benefit of the entire property. These restrictions are binding and  
19 imposed as a servitude on each parcel. The abhorrent racial covenants at Article I, Section 2, are no  
20 longer in effect.

21 8. Article I, Section 4 established the Palos Verdes Homes Association ("Association")  
22 and the Palos Verdes Art Jury with the power to interpret and enforce the CC&Rs created by this  
23 Original Declaration and all future documents. Many of the restrictions on building and  
24 development are akin to zoning regulations. See Article II. This section also sets forth the many  
25 broad and specific powers of the Association. See Article II, Section 4. In particular, but not  
26 insignificantly, the Association shall have "the right and power to do and /or perform any of the  
27 following things, for the benefit, maintenance and improvement of the property and owners thereof  
28 at any time:

1 a. To maintain, purchase, construct, improve . . . or dispose of parks, parkways,  
2 playgrounds, open spaces and recreation areas . . . for the improvement and  
3 development of property herein referred to.”

4 (i) To acquire . . . , own . . . and to convey, sell, lease, transfer . . . and to  
5 otherwise dispose of realty and/or personal property within or  
6 without the boundaries of said property.

7 . . .

8 (k) To issue building permits for any and all improvements . . . with the  
9 powers and rights conferred upon it by virtue of any and all  
10 restrictions or contractual agreements . . . which may at any time be  
11 placed upon or exist in connection with any of said property . . . and  
12 to provide for light, sanitation, health, comfort, and convenience for  
13 the occupants . . . by establishing such requirements as are usually  
14 included in City housing codes or zoning regulations.”

15 . . .

16 (q) To exercise such powers of control, interpretation, construction,  
17 consent, decision, determination, modification, amendment,  
18 cancellation, annulment and/or enforcement of covenants, restrictions  
19 . . . imposed upon said property.

20 (t) Generally, to do any and all lawful things which may be advisable,  
21 proper, authorized and/or permitted by the [Association] . . . by  
22 virtue of this declaration or of any restrictions, covenants, conditions  
23 or laws at any time affecting said property . . . (including areas now  
24 or hereafter dedicated to public use) . . . and to perform . . . all acts . .  
25 . either necessary for or incidental to the exercise of any of the  
26 foregoing powers or for the peace, health, comfort, safety, and/or  
27 general welfare of owners . . .

28 (z) To make such agreements with county, township, state, national or

1 other public officials or with any corporation or individual for and on  
2 behalf of the owners of said property . . . for a division of the work  
3 upon the . . . parks . . . as well as enable the [Association] to  
4 [correspond] with the officials . . . to secure the greatest benefits to  
5 the said property that can be derived from . . . funds or otherwise  
6 benefit the said property.”

7 Further, Article IV Zoning, Section 1 provides that “The Protective restrictions in this article shall  
8 be known as “Building Zone Restrictions . . .” Area A is a Class F Parcel. Article IV, continues in  
9 Section 2: “Class F – Public and Semi-Public Uses” which is further defined in Section 10 to  
10 include not only schools, parks, art galleries, or other public or semi-public buildings but also single  
11 family residences. Section 16(b) of Article IV allows for accessory buildings on Class F parcels.

12 9. Article VI, Section 11 reiterates and restates the powers set forth in Article II,  
13 Section 4(q) which authorizes the Association to interpret and/or enforce any or all “restrictions . . .  
14 herein or at any time created . . . In case of uncertainty as to the meaning of said provisions, the  
15 [Association] shall in all cases INTERPRET THE SAME AND SUCH INTERPRETATION  
16 SHALL BE FINAL AND CONCLUSIVE UPON ALL INTERESTED PARTIES” (emphasis  
17 added).

18 10. Amendment 10 to Declaration 20 (which applies to Tract 7330) and Declaration 25  
19 (which applies to Tract 8652), recorded July 26, 1926 in Book 6052, page 86 is the next pertinent  
20 document in the chain of title. This document identifies Bank of America as the successor to  
21 Commonwealth Trust Company. This amendment confirms the various powers listed in the 1923  
22 document and, in particular, restates Article VI, Section 11 of the 1923 document recited above.  
23 This document also designated Lot A as a Class F district. Most of Area A, at issue in this  
24 litigation, is located in Lot A.

25 11. The grant deed recorded on January 22, 1931 in Book 10494, page 360, et seq. (the  
26 “1931 Deed”) is the next instrument in the chain pertinent to this discussion. (Croft Decl., Exhibit  
27 B (1931 Deed).) In this conveyance, Bank of America deeds most of Area A (that part contained  
28 in Tract 8652) to the Association. Paragraph 2 recites that each and every provision, condition,

1 restriction, reservation and covenant (which includes the powers of the Association) contained in  
2 the Original Declaration and successive amendments thereto “are made a part of this conveyance  
3 and expressly imposed upon said realty as fully and completely as if herein set forth in full.”  
4 Paragraph 3 reserves the right to “enter upon, develop, plan, improve or maintain” the property.  
5 Section 3 provides that the area is to be used and administered forever as park and/or recreation  
6 purposes for the benefit of those residents in Palos Verdes Estates, but under the regulations and  
7 subject to the conditions in this deed or set forth in the future by the Association for the purpose of  
8 safeguarding the land and protecting Palos Verdes Estates from uses or conditions which may be  
9 detrimental to the neighborhood amenities. Section 4 provides for improvements “that are properly  
10 incidental to the convenient and/or proper use of the area for park and/or recreation purposes.”  
11 Section 5 states that the Association may for the purpose of rectification of boundaries re-convey  
12 title of portions of said land to Bank of America or its successors in interest, in exchange for other  
13 lands. Under Section 8 it states that all of the conditions, covenants and restrictions are part of the  
14 general plan for the improvement and development of the property described and imposed as a  
15 servitude on all parcels in the development.

16         12. With that backdrop, next up in the chain of title of relevant documents are the 1940  
17 documents. Bank of America grants various parcels to the Association in anticipation of a further  
18 grant by the Association to the City of Palos Verdes (the “City”). (Croft Decl., Exhibit C (1940  
19 Bank of America Deed).) In its acceptance of the land, the City, in Section 2, page 11 recites that  
20 each and every provision, condition, restriction, reservation and covenant etc. contained in the  
21 documents recited and listed herein above, remain fully enforceable and effective as if set forth  
22 therein. Paragraph 3 states that the land is to be used and administered forever for park and  
23 recreation purposes only as previously set forth in the 1931 Deed. The same language in the 1931  
24 Deed on administering land is repeated here with the addition of allowing for a golf course and club  
25 house. The sections on the kind of improvements to be allowed are included from the 1931 Deed  
26 with a further limitation on the right to amend the CC&Rs using the votes allowed in the prior  
27 declarations. However, since the land is to be owned by the City, it makes sense that the  
28 landowners and Association would not have the power to amend the restrictions as they would no

1 longer own the land. Only the landowner has the power to change the CC&Rs applicable to the  
2 land to be burdened. See Cal. Civil Code Sections 804 and 1468. But the right of reverter is fully  
3 set forth in the 1940 Deed in the event of a breach, subject to the application of the Marketable  
4 Record Title Act (Cal. Civil Code section 880.020 et seq.).

5 13. Lots C and D (designated as the School recreational spaces) came to be owned by  
6 the Palos Verdes Unified School District (“District”). (Croft Decl., Exhibit D (1938 Deed).) The  
7 District filed a lawsuit against the Association and the City to obtain the right to change the use of  
8 Lots C and D so they could be sold to developers. The Association opposed this change because it  
9 would adversely affect the general plan of the area. The Association successfully obtained a  
10 judgment whereby the court found that a violation of the restriction in the 1925 Declaration and  
11 1938 Deed would cause irreparable harm to the development plan of Tract 7331. (The 1938 Deed  
12 is attached as Exhibit D to the Croft Decl.) Further, the Association relied on the Original  
13 Declaration.

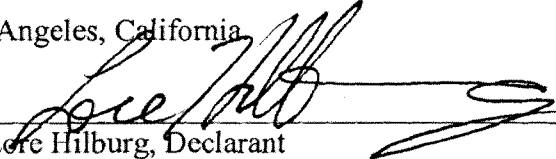
14 14. In a settlement of said lawsuit, which judgment had then been appealed by all  
15 parties, the District conveyed Lots C and D to the Association. (Croft Decl., para. 29.a). The City  
16 conveyed Area A to the Association. (Plaintiffs’ Evidence, Exhibit 9.) The Association granted  
17 Area A to the owners of 900 Via Panorama, subject to an open space easement and stringent zoning  
18 and building restrictions which effectively limited the use of Area A to recreational purposes.  
19 (Plaintiffs’ Evidence, Exhibit 10.) Then as part of an exchange (pursuant to the powers granted to  
20 the Association in the 1931 Deed), the Association granted Lots C and D to the City so that those  
21 parcels would be maintained by the City in conformity with the general plan. (Croft Decl., para.  
22 29.c).

23 15. Once the Association regained ownership of Area A, it had the right to interpret the  
24 restrictions consistent with the preservation of the overall general plan or if doing so would advance  
25 the interests and overall objectives as set forth in all the conveyancing documents and in  
26 consideration of the conditions and circumstances it then faced. (See Croft Decl. para. 22; 34.)  
27 Those requirements were met by the easements, regulations, and zoning and building restrictions  
28 listed in the deed from the City to the Association (Plaintiffs’ Evidence, Exhibit 9) and from the

1 Association to the owners of 900 Via Panorama. (Plaintiffs' Evidence, Exhibit 10.) They protect  
2 Area A in accordance with the parameters set forth in Declaration Nos. 1 and 25. Whether or not  
3 the Association would have expected the restrictions it placed upon the City under the 1940 Deeds  
4 to apply to it should it ever reacquire the property in view of the circumstances under which it  
5 transferred the property to the City in 1940, the Association would have rightly expected to have  
6 the ability, consistent with Declaration Nos. 1 and 25, to interpret the restrictions to serve the  
7 community's best interests and undertake appropriate land exchanges and to have that interpretation  
8 be conclusive on all interested parties, including plaintiffs.

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

11 Executed on May 12, 2015, at Los Angeles, California

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13 Lore Hilburg, Declarant

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**EXHIBIT A**

Exhibit A

Instrument	Key Provisions
<p>Declaration of Establishment of Basic Restrictions; Conditions, Covenants, Reservations Liens and Charges (“Declaration No. 1”), recorded July 5, 1923. (Exhibit 5 to Evidence in Support of Plaintiffs’ Motion for Summary Judgment or Adjudication (“Plaintiffs’ Evidence”).</p>	<ul style="list-style-type: none"> <li>• Article IV, Zoning, Section 10, Business and Public Use Districts, Class F sets forth uses allow for Class F designated property (including residential uses).</li> <li>• Article II, Section 4, Powers of the Homes Association</li> <li>• Article VI, Section 11, Interpretation and Enforcement by Homes Association</li> </ul>
<p>Local Protective Restrictions, Conditions, Covenants, Reservations, Liens and Charges Affecting Real Property known as Tract 8652 (“Declaration No. 25”), recorded July 26, 1926. (Declaration of Sidney Croft in Support of Defendants Palos Verdes Homes Association, Robert Lugliani and Dolores A. Lugliani, as Co-Trustees of the Lugliani Trust and Thomas J. Lieb, Trustee, the Via Panorama Trust U./DO May 2, 2012 Opposition to Plaintiffs’ Motion for Summary Judgment or Summary Adjudication or Both (“Croft Decl.”) Ex A.)</p>	<ul style="list-style-type: none"> <li>• Section 2(d) designated Lot A of Tract 8652, which includes most of Area A, as a Business and Public Use District of Class F</li> </ul>
<p>Grant Deed, Book 10494, page 360: Bank of America to Palos Verdes Homes Association, recorded January 31, 1931 (the “1931 Deed”). (Croft Decl. Ex. B.)</p>	<ul style="list-style-type: none"> <li>• Transferred various tracts, including Tract 8652, to Palos Verdes HOA</li> <li>• Section 5 provides the right of the Palos Verdes HOA to enter into exchanges of</li> </ul>

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	this property for other land.
Grant Deed: Palos Verdes Homes Association to Palos Verdes School District of Los Angeles County (“1938 Deed”), recorded December 7, 1938. (Croft Decl. Ex. D.)	<ul style="list-style-type: none"> <li>• Transferred 13 properties (including Lots C and D of Tract 7331) from the Palos Verdes HOA to the District</li> </ul>
Quitclaim Deed: Bank of America to Palos Verdes Homes Association, recorded June 21, 1940 (“B of A Deed”). (Croft Decl. Ex. C)	<ul style="list-style-type: none"> <li>• Transferred all open space/parkland to the Palos Verdes HOA</li> </ul>
Grant Deed: Palos Verdes Homes Association to City of Palos Verdes, recorded June 14, 1940 (“1940 Deed”) (Exhibit 6 to Plaintiffs’ Evidence)	<ul style="list-style-type: none"> <li>• Transferred certain open space land including Tract 7540 (Item 5) from the Palos Verdes HOA to the City</li> </ul>
Grant Deed: Palos Verdes Homes Association to City of Palos Verdes, recorded June 14, 1940 (“1940 Deed”) (Exhibit 7 to Plaintiffs’ Evidence)	<ul style="list-style-type: none"> <li>• Transferred certain open space land including Tract 8650 (Item 7(b)) from the Palos Verdes HOA to the City</li> </ul>
Quitclaim Deed No. 20121327411: Palos Verdes Peninsula School District to Palos Verdes Homes Association, recorded September 5, 2012 (“2012 Deed”). (Croft Decl. Ex. E.)	Transfer of Lots C and D from District to Palos Verdes HOA
Quitclaim Deed No. 20121327412: Palos Verdes Homes Association to City of Palos Verdes, recorded September 5, 2012 (“2012 Deed”). (Croft Decl. Ex. F.)	Transfer of Lots C and D from Palos Verdes HOA to the City
Quitclaim Deed No. 20121327414: City of Palos Verdes to Palos Verdes Homes	Transfer of Area A from the City to the Palos Verdes HOA (subject to an open

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Association, recorded September 5, 2012 (“2012 Deed”). (Exhibit 9 to Plaintiffs’ Evidence.)	space easement in favor of the City)
Grant Deed No. 20121327415: Palos Verdes Homes Association to Thomas Lieb, Trustee, The Via Panorama Trust U/DO May 2, 2012, recorded September 5, 2012 (“2012 Deed”). (Exhibit 10 to Plaintiffs’ Evidence.)	Transfer of Area A from Palos Verdes HOA to Via Panorama Trust (subject to an open space easement in favor of the City)

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**DECLARATION OF LORE HILBURG IN SUPPORT OF FACTS IN SUPPORT OF DEFENDANTS PALOS VERDES HOMES ASSOCIATION, ROBERT LUGLIANI AND DOLORES A. LUGLIANI, AND THOMAS J. LIEB'S OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND/OR ADJUDICATION**

**EXHIBIT B**

The Law Office of Lore Hilburg  
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Los Angeles, California 90016  
Tel: 323.934.4443  
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lore@hilburglaw.com

**CURRICULUM VITAE of Lore Hilburg**

*Admitted to practice law - California 1976 - A.V. Rated*

*More than 6,000 title and escrow claims handled and / or supervised expeditiously, effectively, economically and professionally.*

**EDUCATION:**

Smith College - *with Honors* 1973 B.A. (Northampton, MA)

Santa Clara University 1976 J.D. **Cum Laude**

**EMPLOYMENT:**

**Law Office of Lore Hilburg- (1990 - Present)**

**Consultant:** Title Companies, Title Insurers, Escrows, Realtors, Property Owners and Attorneys.

**Expert Witness:** Recognized by Los Angeles, Orange, Riverside, San Bernardino, Ventura, San Luis Obispo, Santa Barbara and San Diego Superior Courts; Federal Court, Central District; and in various arbitration proceedings.

**Lecturer:** CEB, National Business Institute, Lorman Education Services, Los Angeles County and Beverly Hills Bar Associations, Professional Education Systems, Inc., Fidelity National Title Insurance Company, Land America Escrow Seminars, Santa Clara Co. Escrow Association, San Fernando Valley Escrow Association, Los Angeles Escrow Association, 2000 and 2004 California Escrow Association Convention, Chicago Title Insurance Company Regional Counsel Meeting, California Land Title Association, Stewart Title Guaranty Company Regional Counsel Meeting, First American Title Insurance Company Legal Department Seminar and California State Bar Real Property Retreat 2013

**Chicago Title Insurance Company (1988 - 1990)**

Vice President and Assistant Manager of Western Regional Claims Department

- . Handled and supervised claims of 4 Western states (CA, NV, AZ, HI).
- . Supervised 10 claims handlers.
- . Provided training for title officers, underwriters and claims handlers.
- . Investigated underwriting practices.

**Safeco Title Insurance Company (1985 - 1988)**

Associate Regional Counsel of Agency Legal Department (1985)

Vice President and Manager of Agency Legal Department (1985 -1988)

- . Handled claims of 4 Western States (CA, NV, AZ, HI).
- . Supervised 6 claims handlers and 3 underwriters.
- . Provided training to underwritten title companies.
- . Audited underwritten title companies.
- . Reviewed underwriting contracts.

**Nordman, Cormany, Hair & Compton - Oxnard, California (1982 - 1985)**

- . Business and real estate litigation

**Title Insurance & Trust Company - Claims and Litigation (1977 - 1982)**

- . Assistant Counsel (1977 - 1978)
- . Associate Counsel (1978 - 1979)
- . Supervisor of Claims - Los Angeles and Ventura Counties (1979 - 1982)

**Organization Memberships:**

- 2014 - Present: American Escrow Association
- 2012 - Present: State Bar of California: Co-Chair of Escrow and Title Subsection of Real Property Section
- 2009 - Present: American Bar Association – Title Insurance Litigation Committee Member
- 2003 - Present: Los Angeles Escrow Association: Board member
- 2001 - Present: Los Angeles Escrow Association
- 2001 - Present: United Trustee Association, formerly known as California Trustee's Association
- 2001 - Present: California Escrow Association
- 1988 - Present: Los Angeles County Bar Association, Real Property Section: Steering Committee of Title Insurance Subsection
- 1988 - 1990: Los Angeles County Bar Association: Co-chairperson, Title Insurance Subsection;
- 1985 - 1990: Title Insurance Claims Counsel Chair