Settling a minor's lawsuit: A procedural and practical primer

Resist the pressure to wrap up a minor's personal injury case quickly so all bases are covered

By Kevin Urbatsch and Mercy Hall

Settling a minor's complaint adds a level of complexity to a lawsuit that can be daunting to even experienced practitioners. Those attorneys who resolve a minor's lawsuit must comply with legal procedures designed to protect the minor. These procedures trigger court-imposed protections from settlement terms not in the minor's best interest and protections against mismanagement of the minor's settlement proceeds. The primary legal authority for resolving a minor's lawsuit is found in Probate Code sections 3500, 3600-3613. These statutes provide the framework on how to properly file the pleadings to compromise the minor's claim.

In general, after a lawsuit is filed, a guardian ad litem is appointed to represent the minor's interests. Once a settlement is reached, the guardian ad litem files a Petition to Compromise a Minor's Claim and completes the appropriate judicial council form. A hearing is held which requires the appearance of the attorney, the minor and the guardian ad litem. Typically, either the judge or the attorney will question the guardian ad litem about the terms of the settlement to make sure the decision made was reasonable and the guardian ad litem understands that this settlement will forever fully resolve these claims. The judge, in ruling on the compromise, has the authority to decide the reasonableness of the settlement terms, the amount of attorneys' fees, costs, and how the settlement proceeds will be protected for the minor until age 18. However, each case is unique. For example, if no lawsuit has been filed, the parents can file the petition for compromise. As another example, if the minor has a disability that will impair his or her ability to work, the settlement proceeds may remain in a special needs trust even after the minor reaches age 18.

This article will discuss the legal requirements for resolving a minor's legal claim and discuss some practical advice the authors wish to share in having participated in more than 350 compromise hearings.

Who represents the minor's interests in a lawsuit?

A minor must have a guardian or guardian ad litem appointed to represent his or her interests in a lawsuit.[1] In most cases, a guardian ad litem is appointed to represent the minor's interests in the pending lawsuit, as very few minors would have an already-existing guardian in the Probate Court. The appointment of a guardian ad litem is typically straightforward. The party seeking appointment of a guardian ad litem completes Judicial Council Form CIV-010. The form is filed in the same action. Oftentimes, this is approved without hearing.

Many different persons have the right to seek appointment of a guardian ad litem. Any relative or friend may petition for appointment of the guardian ad litem.[2] If the minor is 14 years of age or more, he or she individually can apply for appointment of a guardian ad litem.[3] If family members or friends fail to appoint a guardian ad litem, then any other party to the action (including the judge sua sponte) may do so.[4]

In selecting the appropriate guardian ad litem, certain considerations should be taken into account. Most times, the parent of the minor will serve as guardian ad litem. However, if the parent is also a party to the same action, it may be prudent to appoint another individual (*e.g.* a grandparent) to avoid a conflict of interest. In more complicated cases with large potential recoveries, it is not uncommon for the guardian ad litem to be a professional fiduciary – sometimes an attorney or private, professional fiduciary licensed by the State of California.

In those cases where a minor already has a guardian of the estate, that guardian can represent the minor in the lawsuit.[5] Oftentimes, a minor will have a guardian of the estate when the minor's parents are deceased or the minor needs protection while the parents are still alive and the minor has assets that need protecting. For example, a guardian of the estate may be appointed if parents have a dependency on drugs or are incarcerated.

In certain circumstances, the parents have the right to settle a lawsuit on behalf of their minor child. This procedure is most often used when a lawsuit has not yet been filed, and a court-ordered compromise of the claim needs to be filed. If the parents are not living separate and apart, either may compromise a claim on behalf of their minor child.[6] If the parents are living separate and apart, then the parent with care, custody or control has the right to compromise the claim.[7] The parent must still do a compromise of the claim as required by the Probate Code (and described in more detail below).[8]

However, remember that even in a petition for compromise, the court has the right to appoint a guardian ad litem if it feels one is necessary.[9]

What steps are required to settle a lawsuit?

The court must approve *all* minor's settlements, no matter how small.[10] Until the court issues its order approving the minor's settlement agreement, it is voidable by the minor's guardian ad litem.[11] Note, however, that a *defendant* is not allowed to disavow an otherwise valid settlement agreement, even if the court has not yet issued its order approving the minor's settlement.[12]

There is a well-defined procedure for approving the settlement of a minor's claim in a lawsuit. This procedure is often called a Minor's Compromise. There are *no* exceptions to this requirement. At times, the authors have heard of attorneys stating a de minimus exception to this rule – if for example the minor's portion of the settlement is under $5,000; some believe that no Minor's Compromise is needed. This is *not* an exception to the Minor's Compromise procedure. These attorneys are confusing an option that allows a court to order that minor's settlements below $5,000 to be managed by the minor's parents without further supervision of the court. However, practically speaking, it is the *defendant* who is at risk if the Minor's Compromise procedure is not followed. If the defendant paid, the guardian ad litem could always disaffirm the settlement and bring another lawsuit against that defendant. Or the minor, upon turning age 18, would have the right to bring his or her own lawsuit against the defendant as a result of the same incident.

It is understandable that attorneys want some relief from the requirements of a Minor's Compromise. These petitions can be time consuming to prepare. In response to these criticisms and to streamline the procedure for certain cases, the Judicial Council created an alternative to the traditional Minor's Compromise petition and created an Expedited Minor's Compromise petition.

Which petition should be filed?

The use of Judicial Council forms for a Minor's Compromise is mandatory.[13] The traditional Judicial Council petition for Minor's Compromise is found at Form MC-350. The newer expedited Judicial Council petition is found at Form MC-350EX. In order to utilize the newer simpler form, the case must meet numerous requirements. These requirements are:
(1) Petitioner is represented by attorney;
(2) Claim is not for wrongful death;
(3) No portion of the settlement is to be placed in a trust;
(4) All liens are satisfied;
(5) Attorney did not become involved in claim at request of defendant or defendant's insurer;
(6) Attorney is not employed by defendant or defendant's insurer;
(7) If an action has been filed on the claim:
(A) All defendants that have appeared in the action are participating in the compromise; or
(B) The court has determined that the settlement is in good faith;
(8) The total amount payable to the minor (exclusive of interest and costs) and all other parties under the proposed compromise, judgment, or settlement is $50,000 or less or, if greater:
(A) The total amount payable to the minor represents policy limits of all liability insurance policies; and
(B) Settling defendants would not have sufficient assets to pay more; and
(9) The court does not otherwise order.[14]

The benefits of meeting these requirements are first that the court must resolve the petition within 35 days[15] and second the compromise can be determined without hearing[16] (although, the petitioner or the court can still request that a hearing take place).[17] Because meeting these requirements can be challenging, it is much more common to use the traditional Minor's Compromise petition, especially for significant settlements.

Preparing and filing

As stated above, the Minor's Compromise petition is generally filed by the guardian ad litem – although it can be filed by the parents if, for example, no lawsuit had been filed prior to settlement. The petition must be verified "and must contain a full disclosure of all information that has any bearing upon the reasonableness of the compromise, covenant, settlement, or disposition."[18] The information that the Minor's Compromise form requires includes:
• Name, date of birth, age and sex of the minor [Paragraph 2 of MC-350];
• Relationship of Petitioner to minor [Paragraph 3 of MC-350];
• Description of the nature of the claim including whether action had been filed, subject to pending action, or was the result of a judgment [Paragraph 4 of MC-350];
• Description and nature of the incident including date, time, place, persons involved, and the facts, events and circumstances of the incident [Paragraphs 5 and 6 of MC-350];
• Brief description of the minor's injuries and treatment received [Paragraphs 7 and 8 of MC-350];
• Detailed description of the extent of injuries and recovery which must include copies of all doctor's reports containing a diagnosis and prognosis of the minor's injuries and a report of the minor's present condition [Paragraph 9 of MC-350];
• Petitioner must acknowledge that this settlement is final and binding [Paragraph 10 of MC-350];
• Description of the amount and terms of the settlement including total amount offered, breakdown of different defendant's contributions, and any other terms of the settlement (including if a portion of the settlement will be structured) [Paragraph 11 of MC-350];
• Disclose any settlement payments to others (typically done if there are adults and minors in the same settlement) and must explain reasons for the proposed apportionment [Paragraph 12 of MC-350];

• Disclose all of the minor's medical expenses to be reimbursed from proceeds of settlement, including payments by private insurers, Medicare and Medi-Cal and disclose if there are any medical liens on the settlement [Paragraph 13 of MC-350];
• Disclose requested amount of attorneys' fees and costs (except medical expenses) [Paragraph 14 of MC-350];
• Disclose any reimbursement of expenses paid by petitioner of which reimbursement is sought with proofs of expenses incurred [Paragraph 15 of MC-350];
• State the net amount of the minor's settlement [Paragraph 16 of MC-350];
• Summarize the financial breakdown of the settlement including the gross amount of settlement deducted by medical expenses, attorney's fees, and costs to be reimbursed from settlement. Attorney's fees and costs are discussed in more detail below [Paragraph 17 of MC-350];
• Disclose information about attorney representing or assisting petitioner which includes a disclosure of name, bar number, firm name, address, any compensation received, and how became involved with litigation [Paragraph 18 of MC-350];
• Disclosure of how the minor's settlement will be managed with a list of acceptable options described in more detail below [Paragraph 19 of MC-350];
• Explain (if a special needs trust will hold minor's settlement proceeds) how the Medi-Cal lien (if any) will be satisfied prior to funding the trust [Paragraph 20 of MC-350];
• Explain any additional orders requested, state the settlement is fair, reasonable, and in the best interest of the minor [Paragraphs 21 and 22 of MC-350]; and
• Identify number of pages attached, attorney signs and petitioner signs under penalty of perjury.

The proper venue for the Minor's Compromise petition depends upon the existence of a filed lawsuit. If a lawsuit has not yet been filed, the petition may be filed in the county where the minor then resides or in any county where venue of the lawsuit would be proper.[19] If a lawsuit has been filed, the court having jurisdiction of the underlying lawsuit must hear the petition.[20] In certain counties, the judge hearing the matter as a single assignment judge may hear the compromise petition. In other counties, the Probate Court or other designated court may hear the petition. In some cases, if a retired judge was the mediator in resolving a claim, some practitioners have obtained special permission from the Superior Court to allow the retired judge to hear and rule on the compromise petition.

If a special needs trust or minor's settlement trust is being established to hold settlement proceeds, some counties require that a petition to establish the trust be brought by separate petition in the Probate Court of the county. Either trust requires some type of ongoing court supervision, which can include a bond for the trustee, regular court accountings, and regular reports to the Probate Court, so at some point in time a separate petition will need to be filed in the Probate Court of the county to bring the trust under the ongoing jurisdiction of the court.

Attorneys' fees and costs

As described above, attorneys must have their fees and costs approved by the court when the settlement is on behalf of a minor.[21] At one time, many counties passed local rules limiting the fee an attorney could receive when representing a minor. In response to concerns that courts were relying heavily on local guidelines to award attorney fees rather than assessing the reasonableness of the fees, effective January 1, 2010, the law changed to impose an identical standard across the state.[22] All local fee guideline rules are now preempted as they relate to Minor's Compromises.[23]

The court must now use a "reasonable fee" standard in determining the appropriate amount of attorneys' fees "unless the court has approved the fee agreement in advance."[24] In doing so, "[t]he court must give consideration to the terms of any representation agreement made between the attorney and the representative of the minor… based on the facts and circumstances existing at the time the agreement was made, except where the attorney and the representative of the minor … contemplated that the attorney's fee would be affected by later events."[25]

In determining the reasonableness of the fee, "the court may consider" a number of factors, such as whether the minor's representative consents to the fee, disability of the minor, amount of fee in proportion to value of services performed, novelty and difficulty of questions involved, the time and labor involved in the case, and the experience, reputation of the attorney handling the case, and other factors.[26]

The proper procedure to obtain fees is to file a declaration explaining the basis for the fee request and a discussion of applicable factors listed above.[27] In addition, if a fee agreement was entered into, it should be attached to the declaration. In one county, the judge required that all time spent on a matter be included as part of the attorney's declaration. This caused many plaintiff's attorney issues because they did not maintain time records. While this judge was reviewing Minor's Compromise petitions, many attorneys had to go back and re-create their time or loss fees. In other counties, judges will accept a typical one-third or forty percent fee request routinely. Again, the application of this rule will depend on the judge's individual interpretation of what a reasonable fee would be. In our experience, a declaration that addresses each of the factors in Rule of Court 7.955 is the safest way to obtain the attorney's reasonable fee reimbursement of costs.

There is a split in legal authority on the scope of the court's ability to determine the underlying reasonableness of attorney's fees and case costs in a Minor's Compromise. One line of cases states that the judge shall only review what amount of fees and costs are to be paid from the

minor's settlement, not the overall reasonableness of the fees and costs.[28] If there is a question about the overall reasonableness of the attorney's fees or costs, a separate petition would need to be filed. There is another line of cases (better reasoned in the author's opinion) that holds that as part of the Minor's Compromise, the reasonableness of all fees and costs shall be determined as part of the compromise hearing.[29]

Managing the settlement proceeds

California Probate Code sections 3602 and 3611 describe the only available options available for managing a minor's settlement proceeds. When there is no guardianship of the estate, the court may order that the remaining balance of any money and other property belonging to the minor be managed as follows:

- Paid to a guardianship of the estate to be established for the minor;[30]
- Be placed in a blocked account;[31]
- Be transferred to a special needs trust for the benefit of the minor;[32]
- If the settlement is $20,000 or less, all or any part of it be held on such other conditions as the court determines to be in the minor's best interest;[33]
- If the settlement is $5,000 or less, all or any part of it be paid or delivered to the minor's parent, without bond, on the terms and conditions set forth in Probate Code sections 3400-3402 (kept in trust by parent until minor turns age 18);[34]
- Be transferred to a custodian for the benefit of the minor under the California Uniform Transfers to Minors Act;[35]
- Be transferred to a minor's settlement trust that must be revocable when the minor reaches age 18 and must contain whatever terms the court deems necessary concerning trustee's bond and accounts;[36] or
- Be paid or deposited with the county treasurer if certain conditions are met.[37]

Available options to hold funds

In order to better understand how planning is done for a minor's settlement proceeds, the available planning options are discussed below.

Blocked Account

A blocked account is often used to hold a minor's settlement proceeds. In general, the funds are placed into a bank account and can only be released on court order.[38] When the minor reaches age 18, he or she receives the funds outright. Many parents dislike the blocked account because of low returns and because all of the money is available to the minor at age 18 and he or she may not have gained the experience or maturity to manage the money properly.

The main benefits of the blocked account are the ease of set-up and administration. The court signs the Judicial Council form Order to Deposit Money into a Blocked Account (MC-355). The financial institution must sign the Judicial Council form Receipt and Acknowledgment of Order for The Deposit of Money Into Blocked Account (Judicial Council Form MC-356). If withdrawals are going to be made, they can be done ex parte by a parent completing a Petition for Withdrawal of Funds From Blocked Account (Judicial Council Form MC-357) and Order for Withdrawal of Funds From Blocked Account (Judicial Council Form MC-358).

A concern with the blocked account occurs when regular disbursements are needed from the minor's funds. This would require a constant stream of court orders which can be unwieldy and expensive. Further, the investment is usually in a very low-yielding investment. Thus, if the money is needed to be used, or the minor's funds need better access to investments, planners look to other options.

Single-premium deferred annuity

The funds can be invested in a single-premium deferred annuity. This is a type of annuity contract that is established with a single lump-sum payment. The annuity then grows on an income tax-deferred basis until annuitization. Single-premium deferred annuities can be either fixed or variable, and distributions are only taxed when distributed.

This is not often used by planners for minor's settlement proceeds. If the settlement is for a physical, personal injury settlement, a structured settlement annuity would typically better serve a minor over a single-premium deferred annuity because it provides a similar benefit as the single-premium deferred annuity but has the added benefit of being distributed income tax free.

Distribution to special needs trust

If settlement proceeds are being resolved for a child with a disability, then a special needs trust should be considered. Not every child with a disability will require a special needs trust. If the disability is severe enough so that it will affect the minor's ability to work once he or she becomes an adult, he or she may be eligible for certain types of public benefits that have strict resource limitations, i.e., less than $2,000 of assets. Holding the assets in a special needs trust will preserve eligibility for public benefits. The other benefit of a special needs trust is that it is the only option that does not terminate when the minor reaches age 18.

Distribution to custodian on court's terms

This option is not used often. This option allows a distribution to a custodian on terms determined by the court for amounts less than $20,000. Most judges will want this relatively small amount of money in a blocked account. There would have to be a very compelling reason to have the judge deviate from the blocked account option.

Distribution to parent as trustee

When the settlement or judgment is for less than $5,000, the money may be paid to the parent, without bond or court oversight. The money is held in trust by the parent until the minor reaches age 18.

Transfer to CUTMA account

Transfer of the funds to a custodian under the California Uniform Transfers to Minors Act[39] is an option in certain situations. For example, if the minor may be turning 18 soon after the hearing approving the compromise.

Using this procedure allows the custodian to use the funds without a separate court order and "without regard to the duty or ability of the custodian personally, or any other person, to support the minor."[40] It can also allow a custodian to hold funds until the minor reaches age 21.[41] This may be a nice way to affordably manage a minor's settlement proceeds. However, many courts prefer the protection of a blocked account or minor's settlement trust.

Transfer to county treasurer

The Probate Code provides a system under which minors' settlement may be transferred to accounts maintained by the county treasurer. This option is rarely if ever used, as it mimics the blocked account, and is being managed by a government official.

Minor's Settlement Trust – 3611(g) Trust

This is one of the options that the authors regularly use for larger settlements and settlements receiving annuity payments while the minor is under the age of 18, but is not disabled. One of the main advantages of a trust that complies with Probate Code section 3611(g) trust is its flexibility. The trust does require ongoing court supervision, bonds for the trustees, and regular court accountings.[42] It also must be revocable by the minor at age 18.

A common planning strategy the authors utilize with this trust is allowing the minor to have the right to revoke the trust at age 18 (as required by the statute) but limit that right to 30 days (or such other period as the court may require). If the minor does not then exercise that right, the money would remain in trust until the minor reaches age 25 or 30. In this fashion, the money is not automatically released to the minor on age 18 and he or she can mature a bit before having access to what can be significant funds.

When a guardianship of estate exists

If the minor is subject to a guardianship of the estate, the court may order the remaining balance of money and property to be paid or delivered to the guardian of the minor's estate.[43] Alternatively, the statute provides the following options, depending on who is filing the petition:

- The guardian may petition court to deposit settlement in a blocked account.[44]
- The guardian, or any person interested in the guardianship estate, may petition court to deposit funds in a special needs trust.[45]
- On ex parte petition by the guardian or on noticed petition by any person interested in the guardianship, the court may order that all or part of the remaining balance of money not become a part of the guardianship estate but, instead, be handled in one of the following ways:
  - Deposited in a single-premium deferred annuity;[46]
  - Transferred to a custodian under the California Uniform Transfers to Minors Act;[47] or
  - Transferred to the trustee of a Minor's Settlement Trust.[48]

Selecting the right option

An often overlooked aspect of a minor's settlement claim is selecting the correct option for the minor. For modest settlement amounts, *e.g.*, under $100,000 that are not really needed during minority, perhaps a blocked account or structured settlement annuity designed to pay for college makes sense. But for larger settlements, establishing a Minor's Settlement Trust is often in the minor's best interest because it allows for use of the funds while the child is a minor and more flexibility in managing the money. For the minor with a significant disability, the special needs trust may be the best option. Selecting the same option for every minor client without consideration of the minor client's unique needs is not in the minor's best interests. As the California Appellate Court noted in admonishing a court for forcing all minor settlements into a specific investment:

> In deciding whether the superior court's local policy indeed serves the minor's best interest, an analogy can be drawn to the "prudent investor" standard to which a trustee is held in investing a beneficiary's funds. [cite] Under Civil Code section 2261, a trustee must prudently invest property in light of 'the general economic conditions and the anticipated needs of the ... beneficiaries....' A trustee has a 'general duty to maximize the trust assets consistent with safety and other relevant considerations.' [cite]
>
> Here, the superior court's policy, although intended to safeguard the minor's property, severely restricts the child's investment return. The detriment can be substantial, especially considering the number of years a minor's funds may be invested. …
>
> The court should at least have weighed [plaintiff]'s proposal. But beyond that, it is inappropriate for the superior court to follow a predetermined 'program' for the disposition of minors' compromise funds, instead of deciding the issue on a case by cases basis.[49]

Thus, in determining the appropriate financial and legal plan, the practitioner should consider each minor on a case-by-case basis and not attempt to fit each minor into a pre-set program. As can be seen above, a number of factors must be balanced to achieve the best allocation of settlement proceeds.

In order to determine what appropriate options are available, certain factors must be considered. Selecting the right option for the minor can be challenging and will depend on a variety of factors such as:

- Amount of the settlement;
- Age of minor;
- Whether funds need to be used during minority;
- Whether minor has a disability that will substantially impair his or her ability to work; or
- Whether there is a guardianship of the estate in place.

Depending on the circumstances, a settlement planning team experienced in the management and establishment of settlement proceeds can be assembled to prepare the appropriate plan. This team can include a combination of settlement

or special needs planning attorney, structured settlement broker, financial advisor, tax attorneys, CPA, and other related professionals as needed for a particular settlement. Some plaintiff's attorneys will pay for these professionals from his or her attorneys' fees, but more often, the professionals are paid by the minor's settlement proceeds after court approval.

The compromise hearing

Attendance at the hearing is mandatory for the minor and the guardian ad litem unless for good cause the court dispenses with the appearance.[50] Generally, the minor should be present unless there is a physical or financial reason he or she cannot attend. In one case, a judge admonished the attorney and guardian ad litem for the minor's absence when they did not want to take the minor out of school to attend the hearing. In another courtroom however, the judge admonished the attorney and guardian ad litem for the minor's presence when they took the minor out of school to attend the hearing! If there is a question, it is always better to call the judge's clerk to see if there is an unwritten practice or procedure to follow.

In the hundreds of compromise hearings the authors have attended, there is a wide disparity in how judges handle compromise hearings. At one extreme, a judge granted the petition before the parties even made it into the courtroom even though the settlement was well into seven figures, there were hundreds of pages of medical records, hundreds of thousands of dollars in liens, and a special needs trust being established. At the other end of the spectrum, a judge held 12 separate lengthy hearings to meticulously review the reasonableness of each case expense and the amount of attorneys' fees in a large eight-figure settlement.

In the great majority of compromise hearings, the judge will ask the plaintiff's attorney to voir dire the guardian ad litem (or the judge may do the questioning) about the current condition of the minor, discuss the terms of the settlement, whether the guardian ad litem attended and participated in settlement negotiations, and whether the guardian ad litem understands that once approved, this settlement is final and binding on the minor. The judge may then ask some follow-up questions on particular aspects of the settlement (particularly how the money will be held and managed for the minor) or on attorneys' fees or costs. Once satisfied, the judge signs the order.

Conclusion

There is enormous pressure to wrap up a personal injury case quickly so that the client can be compensated for their injuries and the personal injury attorney can be compensated and reimbursed for costs incurred. However, in the rush to finalize the settlement, opportunities may be overlooked or important settlement planning issues may be missed. This is why an experienced settlement planning specialist should be contacted as soon as possible when it appears there is a realistic chance of settlement. The settlement planning attorney can assist with planning for the minor's needs, address issues concerning public benefit eligibility, handle any taxation issues that arise, and can do so utilizing the most up-to-date techniques and strategies developed.


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Endnotes

[1] C.C.P. §372(a)
[2] C.C.P. §373(a)
[3] C.C.P. §373(a)
[4] C.C.P. §373(b)
[5] Prob. Code §2462
[6] Prob. Code §3500(a)(1)
[7] Prob. Code §3500(a)(2)
[8] Prob. Code §3500(b)(c)
[9] C.C.P. §372
[10] C.C.P.§372; Prob. Code §§2504, 3500, 3600-3613
[11] *Scruton v. Korean Air Lines Co.* (1995) 39 Cal.App.4th 1596, 1606.
[12] *Pearson v. Superior Ct.* (2012) 202 Cal.App.4th 1333.
[13] Cal. Rules of Court 7.101
[14] Cal. Rules of Court 7.950.5(a)
[15] Cal. Rules of Court 7.950.5(b)
[16] Cal. Rules of Court 7.950.5(c)(1)
[17] Cal. Rules of Court 7.950.5(c)(1)-(3)
[18] Cal. Rules of Court 7.950
[19] Prob. Code 3500(b)
[20] See Prob. Code §3600
[21] Prob. Code, §3601
[22] Cal. Rules of Court 7.955
[23] Cal Rules of Ct 7.955(d)
[24] Cal Rules of Ct 7.955(a)(1)
[25] Cal Rules of Ct 7.955(a)(2)
[26] Rule of Court 7.955(b)
[27] Cal. Rules of Court 7.955(c)
[28] *Goldberg v. Superior Court* (1994) 23 Cal.App.4th 1378; *Law Offices of Stanley J. Bell v. Shine, Browne & Diamond* (1995) 36 Cal.App.4th 1011
[29] *Curtis v. Fagan* (2000) 82 Cal.App.4th 270; *Padilla v. McClellan* (2001) 93 Cal.App.4th 1100
[30] Prob. Code §3611(a)
[31] Prob. Code §3611(b)
[32] Prob. Code §3611(c)
[33] Prob. Code §3611(d)
[34] Prob. Code §3611(e)
[35] Prob. Code §3611(f)
[36] Prob. Code §3611(g)
[37] Prob. Code §3611(h)
[38] Cal Rule of Court 7.953-7.954 for a description of requirements
[39] Prob. Code §§3900-3925

[40] Prob. Code §3914
[41] Prob. Code §§3920, 3920.5
[42] Cal. Rules of Court 7.903
[43] Prob. Code §3602(b)
[44] Prob. Code §3602(b)
[45] Prob. Code §3602(d)
[46] Prob. Code §3602(c)(1)
[47] Prob. Code §3602(c)(2)
[48] Prob. Code §3602(c)(3)
[49] *Christensen v. Superior Court* (1987) 193 Cal.App.3d 139, 143-144
[50] Cal Rules of Court 7.952