S232322

IN THE
SUPREME COURT OF CALIFORNIA

SAMUEL HECKART,
individually and on behalf of a Class of those similarly situated,

Plaintiff and Appellant,

v.

A-1 SELF STORAGE, INC., *et al*

Defendants and Respondents,

AFTER A DECISION BY THE COURT OF APPEAL, FOURTH APPELLATE DISTRICT, DIVISION ONE
CASE NO. D066831

REPLY IN FURTHER SUPPORT OF PETITION FOR REVIEW

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TABLE OF CONTENTS

TABLE OF AUTHORITIES

PAGE(S)

CASES

FEDERAL CASES

STATUTES

I. RESPONDENTS' ANSWER TO THE PETITION PROVIDES NO ANSWERS AT ALL

A. Respondents cannot dispute the Petition's view of the record or the Opinion.

Respondents[1] first contend through a heading that their Protection Plans "Differ Fundamentally from Insurance." (Answer, p. 1.) Respondents then hammer the phrase "risk allocation" in a repeated attempt to differentiate their Protection Plans from pure renter's insurance policies. (*Id.*, pp. 1-2, 4.) Respondents, however, cannot dispute that A-1 collects monthly payments from thousands of consumers, while promising to pay *millions of dollars in cash* to those consumers when Code-specific risks materialize. (Petition, pp. 13-14, 20.) Respondents cannot dispute that their "Protection Plans" are nothing but *Deans & Homer's own storage insurance policies*, edited only to inflate premiums, deflate coverage, delete disclosures, and replace *authorized* insurer Deans & Homer with *unauthorized* insurer A-1. (Petition, pp. 2-3, 6-8.) Respondents cannot dispute that their cash-promising, insurance company-authored "Protection Plans" satisfy both elements of § 22 and every particularized element of storage "insurance" defined in § 1758.75. (Petition, pp. 12-14.)

Yet Respondents' Protection Plans purportedly "Differ Fundamentally From Insurance" just because they relate to "risk allocation" between a company and its customers? (Answer, pp. 1-4.) This is

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[1] This Reply refers to all Defendants collectively as "Respondents," though Defendant Deans & Homer did not respond to Plaintiff's Petition. Capitalized terms and abbreviations not defined herein have the same meaning as in Plaintiff's Petition for Review.

untenable. Respondents' platitudes cannot erase the well-pleaded fact that their "Protection Plans" *are* standard form insurance contracts deceptively transplanted into consumer contracts for the sole purpose of skirting the Code. (Petition, pp. 5-8.)

Furthermore, Respondents concede—as they must—that *the Opinion establishes "principle object" as a necessary element of every "insurance" policy under California law.* (*See* Answer, p. 1 ["Under [the principal object test], a contract is not subject to regulation as insurance . . . unless risk shifting and risk distribution is the parties' principal object."]; *accord* Petition, p. 30 ["The Opinion below must be reversed because it held that [principal object] is a *necessary* element of *every* regulated insurance contract . . . ."].) Respondents argue that this has always been the law, but nothing could be further from the truth.

B. Respondents cannot dispute that the Opinion's standalone, dispositive "principal object test" contradicts the Code.

Respondents argue that the Act's legislative title, "Self-Service Storage *Agents*," by itself shows that the Act "create[d] a new limited class of insurance *agents*, not . . . a new class of insurance." (Answer, pp. 7-8.) This argument is a non-starter. As the Petition demonstrates, there can be no "insurer"—much less an insurer's "agent"—under the Code until there is *first* a contract of "insurance." (Petition, p. 17; §§ 22, 23; *see also* § 1621 ["An insurance agent is a person who transacts *insurance* . . . ."].) That is why the Act repeatedly identifies § 1758.75(a) as defining a new "type of insurance"; one cannot establish a limited class of agents under the Code without specifying the types of "insurance" that "limited" agents may sell. (*See* §§ 1758.7(b), 1758.71(a)(2), 1758.75 and 1758.76(a)(3) [referencing

and *defining* "types of insurance" covered by the Act].) There is no question that the Act defines an extremely narrow type of "incidental" insurance contract that is among one of the Code's regulated "classes."[2]

In addition, Respondents do not address § 1758.74's application to "any person." (Petition, pp. 14-17.) Nor do Respondents address "the single most important interpretive question in this case." (*Id.*, p. 14 ["*Why does an Article 16.3 license 'only' allow storage facilities to sell 'incidental' storage insurance policies written by 'an authorized insurer?'*"] (citing §§ 1758.7 subd.(b), 1758.75).) Nor do Respondents dispute that the Opinion conditions the question of "insurance" *solely* on the identity of the alleged insurer. (*Id.*, p. 17.) Respondents cannot address any of these issues without highlighting the Opinion's obvious conflict with the Code.

Respondents and the Opinion are clearly the ones "put[ting] the cart before the horse." (Answer, p. 7; Opinion, p. 11.) A contract must *first* be

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[2] The Act does not create a new, standalone "class" of storage insurance under the Code, but as the Petition shows, §1758.75 storage "insurance" is *necessarily* among the Code's twenty-one preexisting "classes." (*See* Petition, fn. 6 and pp. 28-30; § 120 ["Miscellaneous insurance includes . . . any insurance not included in any of the foregoing classes, and which is a proper subject of insurance."].) Indeed, storage insurance must be "a proper subject of insurance" given that the Code: (1) specifically defines it and calls it a "type of insurance"; (2) expressly regulates its sale by self-storage facilities; and (3) provides that there are insurers specifically "authorized to write those types of policies in this state." (*See* §§ 1758.7, 1758.75.) Hence, § 1758.75 storage insurance is either "Miscellaneous insurance" under § 120 *or* it is among one of the other "classes": perhaps the "Personal Property Floater" in § 102(c). Respondents do not dispute this.

deemed "insurance" or not, *before* the identity or absence of an "insurer" or "agent" can be determined. (*See* §§ 22, 23, 1621.) Respondents' Protection Plans are obviously "insurance" because they satisfy both elements of § 22, satisfy all narrow elements of § 1758.75, *and* promise to pay thousands of consumers millions of dollars to replace consumers' personal property. (*See* Petition, pp. 13-14, 20.) Respondents and the Opinion, however, hold that Protection Plans are not storage insurance simply because A-1 itself—rather than Deans & Homer or some other third-party insurer—will *perform* the Protection Plans' obligations to consumers. (*See generally* Opinion; *see also* Petition p. 22, fn. 11.) This is nonsense.

The Code regulates persons who write classes of insurance; it does not deregulate classes of insurance when the persons writing them are unregulated. When the Code defines particularized "insurance" contracts that are "incidental" by nature, it makes no sense to use the principal object test as a blanket bar against regulation, based only on the identity of the alleged insurer. But this is exactly what the Opinion does, and Respondents cannot dispute this.

C. Respondents do not dispute that the Opinion ignores half of the two-part test established in *Truta* and *Garamendi*: two cases lacking any "evils" because the alleged insurers "promised to do nothing."

Respondents say the Opinion "applies the same rule of decision . . . that other courts have applied for 70 years." (Answer, p. 9.) This is verifiably false. *Truta* established a *two-part* insurance test that "may" turn on what the principal object of a contract is. (*Truta*, 193 Cal.App.3d at 812-13.) The Opinion below establishes a *one-part* insurance test that

"must" turn on what the principal object is. (Opinion, at p. 9.) The former is a flexible test that accounts for all relevant facts and Code provisions; the latter is a rigid test that accounts only for the "principal object" element, "to the exclusion of all others present." (*Transportation Guarantee Co. v. Jellins* (1946) 29 Cal.2d 242, 249.) The conflict is clear and consequential.[3]

Similarly, *Automotive Funding Grp., Inc. v. Garamendi* (2003) 114 Cal.App.4th 846 held that "[w]hether or not a risk-shifting arrangement is insurance [actually] turns on *two factors*," not one dispositive test. (*Compare id.* at 851-52, *and Truta*, 193 Cal.App.3d at 812-13 [both establishing two factors], *with* Opinion at 9 [establishing one dispositive test].) As in *Truta*, the alleged insurer in *Garamendi* offered mere *waivers* to consumers, rather than promising to *compensate consumers* for losses to personal property:

> If the car is totaled, [alleged insurer] AFG *simply cancels the debt*. If not, then AFG has the *option* of repairing the car at its expense. *Nowhere does AFG promise to make repairs*: it merely states that if a car is repairable, than "any such repairs shall be at [AFG's] approval and expense." According to the stipulated facts, AFG *"may choose" to make repairs and has total control and discretion over whether a vehicle is repaired or a total loss*. In short, *AFG promises to do nothing* except

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[3] There is no more a "fallacy" in "looking only to the indemnity element" than there is in looking only to the principal object element, which—unlike indemnity—is no "element" at all. (*Jellins*, 29 Cal.2d at 249; *see also Truta*, 193 Cal.App.3d at 812-13 [principal object is one of two fact-specific "*inquiries* to be made," not a standalone, dispositive element]; *Automotive Funding Grp., Inc. v. Garamendi* (2003) 114 Cal.App.4th 846, 851-52 [same].)

> bear the risk of loss due to theft or physical damage, with the right to make repairs at its expense *if it chooses*.

(*Garamendi*, 114 Cal.App.4th at 856; *see also Truta*, 193 Cal.App.3d at 815 ["Since the lessor is not agreeing to pay anybody anything . . . , there is no need for accumulating reserves."].) Tellingly, the *Garamendi* defendants *conceded* that their incidental waivers "*would be insurance* if [they had] obligated AFG to make repairs." (*Id.*, at fn. 7.) The court itself noted that its holding "applie[d] only as to [that] action" and "[h]ad no bearing on any actions" where the alleged insurer *promised* to make payments or repairs for consumers. (*Id.*)

Why did *Garamendi* expressly contemplate an "insurance" finding—under the same "incidental" facts—if only the alleged insurer had promised to pay for repairs? Simple: the *Garamendi* court—unlike the court below—understood the principal object test as one of "two factors," not a myopic, dispositive gatekeeper of all "insurance" regulation. (*Id.*, at 851-52.) So long as *Garamendi*'s waiver was a "debt cancellation program," there was no need for the alleged insurer to maintain "sufficient reserves to meet its obligations." (*Id.*, at 856; *accord California Physicians' Service v. Garrison* (1946) 28 Cal.2d 790 [reasoning that insurance regulation was unnecessary because *"no default [could] exist"* and the alleged insurer *"assumed [no] definite obligations"*].)

At bottom, *Truta* and *Garamendi* both looked for the requisite "evils" in their two-part test. Ultimately, they found none because the alleged insurers "promised to do nothing." (*Garamendi*, 114 Cal.App.4th at 856.) Respondents cannot deny that their Protection Plans contain the exact components of *every* insurance contract, replete with the precise "evils" that

Article 16.3 specifically—and the Code generally—exist to prevent. (*E.g.*, Petition, p. 20 [showing why reserves are necessary]; *id.*, pp. 5-8, 15-16, 24-25 [exposing a litany of Code-defying "evils" inherent in Respondents' Protection Plans].) But the Opinion utterly ignores this part of the test.[4]

Truta and *Garamendi* both analyzed their alleged insurance contracts *only* under § 22. There is only one case that analyzed an alleged "insurance" contract under § 22 *and* under other, more particularized Code provisions. That case is *Wayne v. Staples, Inc.* (2006) 135 Cal.App.4th 466, and *Wayne* cannot be found in or reconciled with the Opinion.

D. Respondents cannot distinguish *Wayne* from the Opinion.

Respondents summarily contend that "*Wayne* did not reject the principal object test." (Answer, pp. 11-12.) That much is true, of course, because *Wayne* properly distinguished and clarified *Truta*'s principal object test without contradicting *Truta*. (Petition, pp. 18-25.) Nevertheless, *Wayne* clearly rejected *application* of the principal object test in situations where—as here—an obvious "insurance" contract is necessarily "incidental" to

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[4] *Truta*'s "monies to third parties" language had nothing to do with the law of *Truta*, but instead reflected the facts of *Truta*. (Answer, p. 11.) Since *Avis*—not the customers—owned the cars at issue, there was no conceivable scenario in which damage to Avis's cars or other drivers' cars would result in Avis paying money to its customers. Avis's cars might get damaged (necessitating the collision damage waiver) or other drivers' cars might get damaged (necessitating payment "to third parties"), but Avis's customers themselves faced no collision damage risks. This is the reason for *Truta*'s "third parties" language; it reflected a factual reality, not a legal limitation.

some other contract. (*Id.*)[5]

Contrary to Respondents' view, *Wayne* did not hold that "there was no need to apply the principal object test"; instead, it held that application of the principal object test was "particularly inappropriate." (*See* Answer, p. 12; *Wayne*, 135 Cal.App.4th at 476-77.) Why? The *Wayne* court—and the Superior Court in *Wayne*—believed that the principal object test *could* render Staples' "declared value coverage" *non*-insurance, even though the alleged insurer was distinct from the alleged seller in the relevant transaction. (*See id.* at 477 ["Use of the [test] to *exempt* a contract of marine inland insurance from statutory regulation is particularly inappropriate . . . ."]). By contrast, the Opinion's principal object test rendered the Protection Plans non-insurance *solely* because the alleged insurer and seller were the same party. (*See generally* Opinion; Answer.) Thus, *Wayne* and the Opinion not only disagree about whether the principal object test applies, *they also disagree about what the test is.* Does the principal object test focus *only* on the relationship between the alleged insurer and the alleged insured (as in the Opinion), or does it focus on the

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[5] Respondents argue that conflicting applications of law are "not possible" unless the cases in question address the same "particular fact pattern." (Answer, p. 10.) That argument is meritless, and this case disproves Respondents' point. *Truta* and *Garamendi* apply the principal object test as a *non-dispositive factor*, while the Opinion below applies it as a standalone, *dispositive test*. Respondents concede this. (Answer, p. 1.) And while the Opinion below holds that the principal object test "must" decide every insurance question (even for specifically defined, "incidental" insurance), *Wayne* expressly rejects that notion, holding the principal object test to be "particularly inappropriate" for deciding specifically defined, "incidental" insurance questions. (*Wayne*, 135 Cal.App.4th at 476-77.)

contract as a whole even if the alleged insurer and alleged seller are distinct (as in *Wayne*)?

Moreover, neither Respondents nor the Opinion answer *Wayne*'s admonition against the "logical extreme" of allowing the principal object test—all by itself—to decide every insurance question:

> Followed to its logical extreme, the contrary rule . . . would permit a car dealership to obtain commissions for the sale of automobile insurance or a real estate broker to sell homeowners insurance without being subject to regulation . . . because in each instance the sale of insurance was incidental to the purchase of a car or house.

(*Wayne*, 135 Cal.App.4th at 476-77.) That "logical extreme" is precisely the rule established below: so long as the seller *also* acts as the "incidental" insurer. Does this Court really believe that *Wayne*—and the Code itself in this case—prohibits the "incidental" sale of specific insurance contracts "on behalf of an authorized insurer," yet *sanctions* the "incidental" sale of the same contracts on behalf of an unauthorized insurer? Of course not. If the Code does not even allow a particular business to *sell* an incidental contract without regulation, it certainly does not allow that same business to *sell and perform* that same contract without regulation.

A complete reading of this Court's earlier "insurance" decisions further reveals why the Opinion below is a glaring outlier.

E. This Court must clarify that the "principal object test" has never been a standalone, dispositive test; it has always been the "principal object factor."

Respondents contend that the Opinion below "was a straightforward application of [the] longstanding [principal object] test to the facts alleged in the complaint, and no other case has ever reached a contrary result on

similar facts." (Answer, p. 1.) Defendants are wrong on both points. (*See* Parts I.C., I.D, *ante*.) The truth here is that *no appellate case has ever reached a similar result on similar facts*.

This Court first touched on the principal object test in 1946, in a case involving a charitable group of doctors. (*Garrison*, 28 Cal.2d 790.) The doctors collectively agreed to provide medical care to indigent people in exchange for, essentially, whatever people could afford to pay. (*Id.*, at 805.) In *Garrison*, the principal object test was one of *several* factors that guided this Court's "insurance" inquiry. Other important factors included: (1) whether the alleged insurer itself assumed any risk (*id.*, at 804-05); (2) whether there was good reason to require the alleged insurer to maintain reserves (*Id.*); (3) that "there [was] no more impelling need than that of adequate medical care on a voluntary, low-cost basis for persons of small income" (*Id.* at 809) ; and (4) that "*the Legislature . . . necessarily intended that [the alleged insurer] be exempt from regulation by the Insurance Commissioner.*" (*Id.* at 810.) It is difficult to imagine how *Garrison* supports the Opinion below when: (1) A-1 assumes Code-specific risks to consumers' personal property; (2) A-1 is a financially unregulated entity assuming sizable cash obligations to thousands of consumers; (3) there is no impelling need for universal storage insurance; and (4) the Legislature "necessarily intended" that businesses like A-1 *not* "be exempt from regulation by the Insurance Commissioner." (*Id.;* §§ 1758.7, *et seq.*) How *Garrison* supports dispositive, across-the-board application of the principal object test to this case—or any other case—is beyond even the wildest legal imagination.

Transportation Guarantee Co. v. Jellins (1946) 29 Cal.2d 242, for

its part, offers no more support than *Garrison* for the Opinion below. Like *Garrison* (and *Truta*, *Garamendi*, and *Title Ins. Co. v. State Bd. Of Equalization* (1992) 4 Cal.4th 715, among others), *Jellins* evaluated the contracts in question *solely under § 22.* (*See generally Jellins* 29 Cal.2d 242.) There was no Code provision in *Jellins* specifically prohibiting truck maintenance companies from "offering or selling" auto insurance "incidental to, and in connection with" truck maintenance contracts. (*Id.*) Had there been such a Code provision in *Jellins*, this Court would have written a very different opinion.

Nonetheless, the principal object test did not exhaust the *Jellins* Court's "insurance" analysis. On the contrary, the Court relied heavily on the lower courts' *factual* finding that: "it is not true that . . . plaintiff agreed to *carry as an insurer* any collision or other insurance on either of [the] motor vehicles" in question. (*Id.*, at 254.) This Court explicitly deemed that *factual* finding "to be determinative of [that] appeal," "*irrespective of other considerations.*" (*Id.*) It was not a standalone principal object test that decided *Jellins*, but rather a rigorous analysis of all the pertinent facts and Code provisions.[6]

Most recently, in 1992, *Title Ins. Co. v. State Bd. Of Equalization* applied *Truta*'s principal object analysis in the tax context, albeit without highlighting the "evils" portion of *Truta*'s insurance test. (*Title Ins. Co.*, 4 Cal.4th 715, at 725-27.) Nevertheless, the Court did *not* rely solely on the

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[6] By contrast here, A-1 is undeniably "carrying as an insurer" the precise storage insurance policies that the Code prohibits even licensed storage facilities from offering or selling without "an authorized insurer." (§§ 1758.7, *et seq.*)

principal object test to decide that the relevant contracts were non-insurance, but instead evaluated the potential evils within the incidental contracts. (*Id.*) For example, the Court observed that the well-regulated insurance companies "*remain[ed] liable to the insured*" under the title insurance policies and would thus "pay the full amount of claims." (*Id.*)

Analyzing the commercial contracts (not the title insurance contracts) *only* under § 22, the Court found no insurance primarily because the contracts did not satisfy the baseline risk-distribution element of § 22. (*Id.*) That was effectively the end of the matter.[7]

This Court did not consider whether the *title insurance policies* would cease to be § 104 "title insurance" if only the title search companies wrote those same, regulated policies for real estate buyers "in connection" with performing title searches. (*Id.*) Nor did this Court consider whether the title insurance companies could *deregulate their own insurance policies* by morphing into title search companies that happen to offer "Title Protection Plans" as addenda to their title search contracts. (*Id.*)

This Court would not have endorsed such a disastrous rule in 1992 or in 1946, and it must reverse that disastrous rule now.

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[7] Unlike in *Wayne* (§ 103 marine insurance) and unlike in this case (§ 1758.75 storage insurance), there was no need for *Title Ins. Co.* to analyze whether the title-related contracts were § 104 title insurance, because § 104 title insurance only includes contracts indemnifying "owners of real or personal property or the holders of liens or encumbrances thereon or others interested therein." (§ 104.) The commercial contracts at issue in *Title Ins. Co.* did not indemnify the real estate buyers, but rather the title insurance companies themselves. Thus, the commercial contracts in *Title Ins. Co.* were not even arguably § 104 title insurance.

F. Respondents misrepresent the record to support their misleading policy arguments.

Unable to argue the law, Respondents spend a quarter of their Answer arguing that insurance-carrying is the only way for A-1 to mitigate consumer litigation risks. (Answer, pp. 2-4.) As an initial matter, A-1's litigation risks are irrelevant to this "insurance" case because *those are not the risks being shifted or distributed by the Protection Plans.* Respondents' litigation risks are a red herring; it is the risks *to consumers' stored property* that are being shifted and distributed in the precise manner described by the Code. (§ 1758.75.)

Moreover, Respondents and the Opinion rest their policy arguments on false facts. They say that A-1's "Rental Agreement allocated the risk of property damage and loss to the [consumer]," and consumers "were free to choose that option." (Opinion, p. 10; Answer, p. 3.) Not so. A-1's customers were required to buy insurance from an insurance company or buy Respondents' abusive Protection Plans. (Petition, p. 7.) Customers were *not* "free to choose" to retain their own risk. (*Id.*) They were "free to choose" between contracting with a third-party insurance company and purchasing high-cost, low-coverage Protection Plans from unregulated A-1. (*Id.*)

A-1's customers were not "free to choose" because the true aim of Respondents' Protections Plans had nothing to do with mitigating litigation risk or indemnifying consumers, and everything to do with enriching Respondents. (Petition, pp. 5-8.) If Respondents really want to prevent "costly and time-consuming" litigation, then there are adhesive consumer contracts that do just that. They are called arbitration clauses with class action waivers. As this Court knows, those clauses will be strictly

enforced—to an extreme—in California and throughout the United States. (*E.g., DIRECTV, Inc. v. Imburgia*, 136 S.Ct. 436 (2015); *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333 (2011).) If Defendants really want to help indemnify storage renters in the precise manner described by the Code, then they can get an Article 16.3 license and/or become an "insurer authorized to write [storage insurance policies] in this state." (§ 1758.7(b).) Respondents are free to choose any of these options. (§ 150 ["Any person capable of making a contract may be an insurer, subject to the restrictions imposed by this code."].

II. CONCLUSION

What is happening now has never happened before. Never before has this Court or a Court of Appeal held that a standard form, already-regulated insurance policy *ceases to be regulated insurance* when plugged into a consumer contract. Never before (hopefully) has the DOI examined a plain-vanilla insurance policy attached to some other contract and declined to regulate that policy because it mistook the principal object *factor* for a dispositive test that supplants the entire Code. Never has a California court or the DOI rendered lawful the very type of Code-skirting reinsurance scheme that the Code explicitly renders criminal. (*See* Petition, p. 24.)

Section 22 is not the clumsy gatekeeper of the Code. It is a well-considered building block for the Code as a whole. (§ 5; Petition at pp. 28-30.) California courts have always understood this, even when they did not proclaim it. It is why *Truta* and *Garamendi* both evaluated "the general line of business at issue" and the specific "evils" the Code seeks to prevent, in addition to the "principal object" of their defendants' contracts. (Part

I.C., *ante*.) It is *Wayne* kicked the principal object test to the curb when the Code "expressly regulated" the precise incidental contracts in question. (Part I.D., *ante*.) It is also why *Wayne* did not view § 103's "insurance"-dependent "marine insurance" definition as begging the principal object question. (Petition, at pp. 23, 25, 28-30.) It is why this Court and others have repeatedly analyzed whether alleged insurance contracts create a need for reserves to protect consumers, among other considerations. (Parts I.C. and I.E., *ante*.)

The principal object test is good at filtering out novel commercial contracts that are not "a proper subject of insurance," because this is what the test was designed to do. (§ 120.) The principal object test is *not* good at identifying standard form, already-regulated insurance policies transplanted into consumer contracts for nefarious purposes, because this is *not* what the test was designed to do; this is, however, what the first half of *Truta*'s and *Garamendi*'s "insurance" test was designed to do. The Opinion below abrogates that critical half. This Court must clarify that the "principal object test" is and was always the "principal object *factor*." The integrity of the entire Code and the integrity of everyday consumer transactions now depend on it.

Respectfully submitted,

Dated: March 10, 2016

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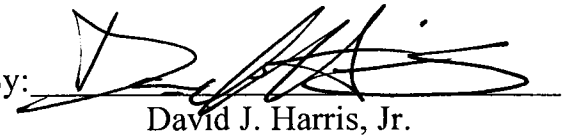
By: 
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I, David J. Harris, Jr., counsel for appellant, certify pursuant to the California Rules of Court, that the word count for this document is 4,157 words, excluding the tables, this certificate, and any attachment permitted under rule 8.204(c). This document was prepared in Microsoft Word, and this is the word count generated by the program for this document.

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

Executed at San Diego, California.

Dated: March 10, 2016

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PROOF OF SERVICE

I, the undersigned, declare that I am over the age of eighteen (18) years and not a party to the within action. I am employed in the County of San Diego, State of California. My business address is 550 W. C Street, Suite 1760, San Diego, California 92101.

I served the following document(s) on March 10, 2016:

REPLY IN FURTHER SUPPORT OF PETITION FOR REVIEW

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Executed: March 10, 2016, at San Diego, California.

Rebecka Garcia