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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SIXTH APPELLATE DISTRICT

HOSSEIN SADAGHI RAD,

Plaintiff and Respondent,

v.

ABE GOLPOUR et al.,

Defendants and Appellants.

H036035

(Santa Clara County

Super. Ct. No. CV034580)

Defendants Abe and Parvin Golpour (the Golpours) and Timotei and Svetlana Sucala (the Sucas) appeal from a judgment in favor of respondent Hossein Sadaghi Rad.<sup>1</sup> After a court trial, the court awarded Rad \$660,000 in compensatory damages and \$350,000 in punitive damages against all four defendants jointly and severally.

The Sucas and the Golpours contend that the judgment must be reversed because (1) it erroneously awarded damages to an individual shareholder plaintiff in a derivative action, (2) the trial court lacked jurisdiction to adjudicate the corporation's rights in the absence of the corporation, and (3) the trial court violated Code of Civil Procedure section 644 by failing to credit a referee's decision after a general reference.

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<sup>1</sup> We will refer to the Golpours and the Sucas individually by their first names where necessary for clarity. No disrespect is intended.

The Sucas also contend that they could not be found liable for usurping a corporate opportunity or breaching a fiduciary duty because there was no evidence that they owed a fiduciary duty to the corporation or its shareholders. The Golpours additionally contend that (1) there was insufficient evidence that Parvin violated any fiduciary obligations, (2) Rad failed to establish a violation of the Uniform Fraudulent Transfer Act (UFTA) (Civ. Code, § 3439 et seq.), (3) Abe's obligations to Rad ended before the transaction at issue, (4) the damage award was improperly calculated, and (5) there was no basis for punitive damages and the award was excessive.

We find merit in some of these contentions and reverse the judgment.

### **I. Factual Background**

Abe and Rad had been in business together since 1995, primarily operating an automobile sales business as a partnership. Abeco, Incorporated (Abeco) is a corporation. In 1997, Rad obtained half of the shares in Abeco in exchange for his share of the automobile sales business, which included \$75,000 in cash. Abe owned the other half of the shares of Abeco.

Beginning in 1998, Abeco expanded its business to include real estate development. It undertook three real estate development projects known as Stern, Oak Knoll, and Boynton.<sup>2</sup> Timotei is a general contractor who acted as the contractor on these three projects.

In 2001, Abeco further expanded its business to include an import/export business in Dubai. In July 2001, Rad went to Dubai to set up the import/export business there. The Boynton project, which was a five-unit condominium project, was not completed until January 2003. Rad had put up his personal property, including his home and car, as

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<sup>2</sup> Title to the Stern and Boynton properties was not taken in Abeco's name but in Abe's and Rad's names.

collateral for the construction loan on the Boynton project. Abe told Rad that Abeco had “lost money” on the Boynton project. Abe also convinced Rad that they should each take one of the condos as their share of the project. Abe took his more valuable condo free and clear, while Rad’s less valuable condo was burdened by the construction loan, which Rad assumed. Abe gave Rad a promissory note for \$103,000, but Abe never paid Rad anything on this note. Rad never received any monetary proceeds from the Boynton project.

In 2003, while Rad was in Dubai, Abeco purchased a vacant lot on Almaden Road. The lot cost \$365,000, but Abeco paid only \$100,000, and the seller carried the remaining amount, secured by a deed of trust on the property. Although Abe maintained that Abeco had no assets at that time, and “the corporation was [*sic*] not exist anymore,” title to the property was taken in the name of Abeco.

Abe prepared a document purporting to change the ownership of Abeco so that Timotei was substituted for Rad. Timotei did not pay anything for his purported ownership interest in Abeco.<sup>3</sup> In December 2003, Abeco obtained an \$800,000 construction loan to fund construction on this vacant lot. The funds from the construction loan were used to pay off the seller’s \$265,000 secured loan. In June 2004, Rad filed a lawsuit against Abe.<sup>4</sup> The Dubai business closed in July 2004. In August 2004, after Abe was advised by his attorney that his purported transfer of Rad’s Abeco shares to

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<sup>3</sup> According to Timotei, Abe told Timotei that he “had the corporation” and “that it’s only him.” Abe told Timotei that he would “put my name, and then I would be part of the corporation.” Although Timotei knew that Rad had been a 50 percent owner of Abeco, he testified that Abe told him that Rad’s interest in Abeco was “done” and “he’s not on the corporation anymore.” Abe testified that he believed Rad’s interest in Abeco “was gone.” He testified that Abeco had no assets at the time he purported to transfer Rad’s shares to Timotei. Timotei believed that he was becoming a 50 percent owner of Abeco in place of Rad.

<sup>4</sup> The 2004 lawsuit apparently remained unresolved at the time of the trial in this case.

Timotei was improper, Abe signed a grant deed on behalf of Abeco transferring the Almaden Road property from Abeco to the Golpours and the Sucas. Abeco received nothing from the Golpours or the Sucas in exchange for title to the Almaden Road property. Abeco remained liable on the construction loan.

Abeco's corporate status was suspended in September 2004 for failing to pay its franchise taxes. In September 2004, Abe executed a deed of trust on the Almaden Road property on behalf of Abeco in favor of his daughter in the amount of \$146,759.34. Abeco received nothing of value from Abe's daughter in return for this deed of trust.

This action was filed in January 2005. In February 2005, the Golpours and the Sucas assumed the construction loan on the Almaden Road property. The original promissory note upon which Abeco was liable was discharged as paid in April 2005. The Sucas refinanced the property and paid the Golpours \$662,964.12 for the Golpours' interest in the Almaden Road property.

## **II. Procedural Background**

In November 2005, Rad filed a first amended complaint. He was the sole plaintiff named in the amended complaint; Abeco was named as a defendant. The first numbered paragraph of the amended complaint stated: "This is a shareholder derivative action brought on behalf of Abeco, Incorporated, ('Abeco') and its excluded shareholder, Joe Rad, against, Abeco and the managing shareholder and only director of Abeco, Abe Golpour . . . in connection with a real estate purchase and development project located at 20394 Almaden Road in San Jose, California." The 29th numbered paragraph of the amended complaint stated: "Plaintiff brings this action, in part, derivatively for the benefit of Abeco to redress injuries suffered and to be suffered by Abeco as a direct result of the breach of fiduciary duties by Defendant, Abe Golpour." Rad alleged that he "will adequately and fairly represent the interests of Abeco . . . ." He asserted that he was not required to make a demand on Abeco's Board, as it would be futile. The amended

complaint alleged causes of action for a fraudulent transfer in violation of the UFTA, civil conspiracy, breach of fiduciary duty, usurpation, and aiding and abetting a breach of fiduciary duty. It sought declaratory and injunctive relief and compensatory and punitive damages.

The action was tried to the court. Rad's trial counsel argued that, because Abeco assets had been utilized to fund the purchase and development of the Almaden Road property, Rad was entitled to half of the profits realized on that project. She argued: "Joe Rad was damaged because he owned half of Abeco Incorporated. And Abeco made a little over \$1.2 million on this project. Mr. Rad is entitled to what would have been his half of the profits for this project or \$662,000." "As a 50 percent shareholder in Abeco Mr. Rad was entitled to 50 percent of the project on that [Almaden Road] project and that's why we are asking the Court to return a verdict for \$660,000 to Mr. Rad." Defendants' trial counsel argued that no Abeco funds (other than possibly \$900) had been utilized in connection with the Almaden Road project. He also argued that any damages would go to Abeco, rather than to Rad, because this was a shareholder's derivative action. Defendants' trial counsel also maintained that Abeco had not been harmed because it had not remained liable on the loan and had not retained title to the property.

The trial court issued a statement of decision. On the UFTA count, the court found that "Defendants intended to and did defraud a creditor" and that "Rad was harmed because at all times mentioned herein he was a 50% owner of Abeco, Incorporated." The court found that there had been fraudulent transfers of Abeco property to defendants. The Almaden Road property had been transferred to all four defendants, but Abeco had remained liable for the property's \$800,000 construction loan. In addition, Abe had caused Abeco to sign a promissory note for \$146,759.34 to his daughter, secured by a deed of trust, even though his daughter had given Abeco nothing of value in exchange. On the civil conspiracy count, the court found that defendants had conspired to transfer the Almaden Road property and to cause Abeco's corporate status to be suspended due to

the nonpayment of corporate taxes. On the breach of fiduciary duty and usurpation causes of action, the court found that Abe had violated his fiduciary duties “to the corporation, its creditors and shareholders” by transferring Abeco property. The court found that the remaining defendants were liable for breach of fiduciary duty and usurpation as Abe’s coconspirators. The court awarded \$660,000 in compensatory damages and \$350,000 in punitive damages to Rad. All of the damages were awarded jointly and severally against all four defendants. Judgment was entered in June 2010. Defendants timely appealed from the judgment.

### **III. Discussion**

#### **A. Damages Award To Rad Rather Than To Abeco**

Defendants contend that the judgment must be reversed because all of Rad’s causes of action were derivative in nature and therefore he could not *individually* recover any damages. They are correct.

“A shareholder’s derivative suit seeks to recover for the benefit of the corporation and its whole body of shareholders when injury is caused to the corporation that may not otherwise be redressed because of failure of the corporation to act. Thus, ‘the action is derivative, i.e., in the corporate right, if the gravamen of the complaint is injury to the corporation, or to the whole body of its stock and property without any severance or distribution among individual holders, or it seeks to recover assets for the corporation or to prevent the dissipation of its assets.’” (*Jones v. H.F. Ahmanson & Co.* (1969) 1 Cal.3d 93, 106 (*Jones*)). “[A]lthough the corporation is made a defendant in a derivative suit, the corporation nevertheless is the real plaintiff and it alone benefits from the decree; the stockholders derive no benefit therefrom except the indirect benefit resulting from a realization upon the corporation’s assets. The stockholder’s individual suit, on the other hand, is a suit to enforce a right against the corporation which the stockholder possesses as an individual.” (*Jones*, at p. 107.) “The individual wrong necessary to support a suit

by a shareholder need not be unique to that plaintiff. [Fn. omitted.] The same injury may affect a substantial number of shareholders. If the injury is not incidental to an injury to the corporation, an individual cause of action exists.” (*Jones*, at p. 107.)

“A stockholder’s individual suit . . . is a suit to enforce a right against the corporation which the stockholder possesses as an individual.” (*Smith v. Tele-Communication, Inc.* (1982) 134 Cal.App.3d 338, 342-343.) “The cause of action is individual, not derivative, only “where it appears that the injury resulted from the violation of some special duty owed the stockholder by the wrongdoer and having its origin in circumstances independent of the plaintiff’s status as a shareholder.”” (*Nelson v. Anderson* (1999) 72 Cal.App.4th 111, 124.)

Rad’s allegations in his amended complaint did not purport to allege individual causes of action. Indeed, his amended complaint explicitly stated that it was a shareholder derivative action. Rad alleged liability based on acts by the Golpours and the Sucas causing damage to *Abeco*. *Abeco* property had allegedly been transferred, without fair recompense, to the Golpours and the Sucas and to the Golpours’ daughter. Rad asserted that he had been harmed because he “is a 50% shareholder in *Abeco Incorporated*” and “has and had a valid claim to 50% of the assets of *Abeco, Incorporated . . .*” He did not allege any basis upon which defendants could have been held liable to him individually that did not have its origin in his status as a shareholder in *Abeco*. And his trial counsel based her assertions that Rad was entitled to damages solely on his status as a shareholder in *Abeco*.

Consequently, the trial court erred in awarding damages to Rad individually rather than to *Abeco*. Because it is not readily apparent whether the court’s decision to award damages to Rad individually impacted the amount of damages, the matter must be remanded to the trial court to determine what amount of damages should be awarded to *Abeco*.

## B. Absence of Abeco

Defendants assert that the trial court lacked jurisdiction to hear this action “in [Abeco’s] absence” because Abeco was an “indispensable party.”

“Dismissal of the corporation at any stage in a representative action must result in a discontinuance of the action, not for a mere defect in parties, but for lack of jurisdiction to proceed. [Citations.] Therefore, when plaintiff refused to deposit the security required for the corporation, the action could not continue against that indispensable party, or in its absence against any other party, and the trial court had no alternative but to dismiss as to all defendants.”<sup>5</sup> (*Beyerbach v. Juno Oil Co.* (1954) 42 Cal.2d 11, 28.)

This is not a case in which a plaintiff failed to *join* an indispensable party. Rad properly joined Abeco in this action by naming Abeco as a defendant in his amended complaint. “Naming the corporation a defendant, not a plaintiff, follows from the joinder rules: ‘If the consent of any one who should have been joined as plaintiff cannot be obtained, he may be made a defendant . . . .’” (*Patrick v. Alacer Corp.* (2008) 167 Cal.App.4th 995, 1004.) Abeco’s failure to file any pleadings or appear at trial (apparently due to its corporate suspension) did not establish the failure to *join* an indispensable party and therefore did not deprive the trial court of *jurisdiction* over Abeco and this action.<sup>6</sup>

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<sup>5</sup> Defendants make no appellate claim that Rad failed to deposit any required security for the corporation.

<sup>6</sup> At the commencement of trial, the court inquired about Abeco, and defendants’ trial counsel informed the court that Abeco was “suspended.” The court asked: “Well, I just wonder how we’re going to go ahead with a shareholder’s derivative action without some testimony and presence of the corporation.” Defendants’ trial counsel noted that Abeco could not appear due to its suspension. The issue was not further discussed.

### C. Reference

Defendants contend on appeal that the trial court erroneously made factual findings that were inconsistent with findings made by a referee appointed by the court pursuant to a stipulation.

In June 2005, Rad and Abe stipulated to the appointment of a referee “[p]ursuant to CCP § 638 . . . to perform accountings.”<sup>7</sup> “The Referee’s accountings shall include, but not be limited to, the following: [¶] . . . [¶] (e.) The purchase and improvement of the real property located at 20394 Almaden Road, San Jose, California (APN #583-13-011), by GOLPOUR and Timotei Sucala and their wives, on or about July 17, 2003.” The referee was to complete “the accountings” and “submit[] his final report to the Court.” The referee subsequently filed a report to which Rad filed written objections. The court overruled his objections.

The premise for defendants’ contention is that there was a “general reference” in this case rather than a “special reference.”<sup>8</sup> They insist that *all* “consensual” references are general references. Not so. “‘A voluntary reference may be a *special reference*, simply to ascertain some fact (C.C.P. 638(2)), or a *general reference* “[t]o try *any or all of the issues* in an action or proceeding, whether of *fact or of law*, and to report a *statement of decision thereon*” (C.C.P. 638(1)).’ [Citation.] [¶] When the reference is special, the referee’s decision does not become the decision of the court until it is adopted by the judge.” (*Yeboah v. Progeny Ventures, Inc.* (2005) 128 Cal.App.4th 443, 450.)

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<sup>7</sup> The other defendants were not parties to this stipulation.

<sup>8</sup> Interestingly, defendants’ trial counsel insisted at trial that this was a “special reference,” “not a general reference,” while Rad’s trial counsel asserted “[i]t was not a special reference.” Defendants’ trial counsel told the court: “I’m very much against even the suggestion of treating the referee’s report as just a general reference.” The court apparently agreed with defendants’ trial counsel. “The [referee’s] report is *evidence*.” (Italics added.) Indeed, the parties agreed that the referee himself had understood his role as being pursuant to a special reference.

Here, the reference was not general but special. “A referee may be appointed upon the agreement of the parties . . . [¶] (a) To hear and determine any or all of the issues in an action or proceeding, whether of fact or of law, and to report a statement of decision. [¶] [or] (b) To ascertain a fact necessary to enable the court to determine an action or proceeding.” (Code Civ. Proc., § 638.) Code of Civil Procedure section 644 provides: “(a) In the case of a consensual *general reference* pursuant to Section 638, the decision of the referee or commissioner upon the whole issue must stand as the decision of the court, and upon filing of *the statement of decision* with the clerk of the court, judgment may be entered thereon in the same manner as if the action had been tried by the court. [¶] (b) *In the case of all other references*, the decision of the referee or commissioner is *only advisory*. The court may adopt the referee’s recommendations, in whole or in part, after independently considering the referee’s findings and any objections and responses thereto filed with the court.” (Code Civ. Proc., § 644, italics added.)

“The Code of Civil Procedure provides for two types of reference. A ‘general’ reference is conducted pursuant to section 638, subdivision 1 [now subdivision (a)]: the referee is empowered to make a conclusive determination without further action by the court. (§ 644.) In order to comport with the constitutional prohibition against delegation of judicial power, a general reference requires consent of the parties. [Citations.] . . . [¶] A ‘special’ reference is one conducted pursuant to section 639 *or subdivision 2 [now subdivision (b)] of section 638*, in which the referee makes advisory findings which do not become binding unless adopted by the court.” (*Ruisi v. Thieriot* (1997) 53 Cal.App.4th 1197, 1208, fn. omitted (*Ruisi*), italics added.)

The reference here did *not* “empower[] [the referee] to make a conclusive determination without further action by the court” (*Ruisi, supra*, 53 Cal.App.4th at p. 1208) and did *not* authorize the referee to render a “statement of decision” upon which judgment could be “entered.” (Code Civ. Proc., §§ 638, 644.) Instead, the reference

merely directed the referee to prepare “a final report to the Court” on some factual issues. It follows that this was a special reference, and the trial court was not bound by the referee’s findings under Code of Civil Procedure section 644, subdivision (a). Instead, under Code of Civil Procedure section 644, subdivision (b), the referee’s findings were “only advisory.” Hence, the premise for defendants’ contention does not exist.<sup>9</sup>

Defendants’ reliance on *Lewis v. Grunberg* (1928) 205 Cal. 158 (*Lewis*) is misplaced. In *Lewis*, the parties had stipulated “‘that the cause be ordered to a referee “to try all of the issues in the above entitled action, whether of fact or of law, and to report a finding and judgment thereon.”’” (*Lewis*, at p. 161.) That was plainly a general reference. Unlike the reference here, it committed to the referee “all of the issues . . . whether of fact or of law” and empowered the referee to produce a “judgment.” Nor is *Rosati v. Heimann* (1954) 126 Cal.App.2d 51 (*Rosati*) on point. In *Rosati*, the referee “undertook his task under a general order of reference.” (*Rosati*, at p. 52.) The Court of Appeal, citing *Lewis*, stated, without further explanation: “It is the law that a reference *requiring the examination of a long account* with instructions *to hear and decide the whole issue* is a general reference.” (*Rosati*, at p. 53, italics added.) As the “examination of a long account” may be the basis for a special reference (Code Civ. Proc., § 639, subd. (a)(1)), defendants’ implicit assertion that this was necessarily a general reference *because* it was for the examination of “a long account” lacks merit. In any case, the referee here was not instructed to “decide the whole issue” and did not operate under “a general order of reference.” We reject defendants’ contention.

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<sup>9</sup> The referee’s report found that the Sucas and the Golpours had contributed equal amounts toward the purchase of the Almaden Road lot.

#### **D. Substantial Evidence**

Parvin Golpour and the Sucas contend that they could not be held liable on most of the causes of action because there was no evidence that they had a fiduciary duty to Abeco or its shareholders. Parvin, Svetlana, and Timotei were named defendants as to the fraud, conspiracy, and usurpation causes of action. Timotei was also named as a defendant in causes of action for breach of fiduciary duty and aiding and abetting a breach of fiduciary duty.

Obviously, breach of fiduciary duty applies only where there is a fiduciary duty. Usurpation too applies only where there is a fiduciary duty. (*New v. New* (1957) 148 Cal.App.2d 372, 389.) The same is true as to liability for civil conspiracy. A civil conspiracy cause of action is not an “independent tort;” it allows tort recovery only where the conspirator “is legally capable of committing the tort, i.e., that he or she owes a duty to plaintiff recognized by law and is potentially subject to liability for breach of that duty.” (*Applied Equipment Corp. v. Litton Saudi Arabia Ltd.* (1994) 7 Cal.4th 503, 510-511, 514.) No evidence was presented at trial to support a finding that Parvin or Svetlana, neither of whom was even an Abeco shareholder, let alone an officer or director of Abeco, had a fiduciary duty to Abeco or its shareholders. Although there was evidence that Timotei participated in Abe’s scheme to deprive Rad of his shares in Abeco, Abe’s attempt to substitute Timotei for Rad as an Abeco shareholder was ineffective, and Timotei therefore had no fiduciary duty to Abeco or its shareholders. Thus, Parvin, Svetlana, and Timotei could not be held liable on the conspiracy and usurpation causes of action, and Timotei also could not be held liable on the breach of fiduciary duty cause of action.

The remaining causes of action sought to hold these three defendants liable for fraud and to hold Timotei liable for aiding and abetting Abe’s breach of fiduciary duty. The Sucas do not challenge the sufficiency of the evidence to support their liability on the fraud cause of action. Parvin submits a three-sentence challenge to her liability on the

fraud cause of action that cites no authority and merely claims that there was no evidence that she “received the money.” Since the record contains substantial evidence that the Sucas paid money to both Abe and Parvin to purchase their interest in the Almaden Road property, this argument lacks merit.

Timotei challenges his liability on the aiding and abetting cause of action. He argues that aiding and abetting, like conspiracy, is not an independent tort and therefore does not apply to a defendant who lacks an underlying duty to the plaintiff. However, he acknowledges that the only cases addressing this point are to the contrary. “Under California law, such a cause of action does not require that the aider and abettor owe plaintiff a duty so long as it knows the primary wrongdoer’s conduct constitutes a breach of duty, and it substantially assists that breach of duty.” (*Neilson v. Union Bank of California, N.A.* (C.D.Cal. 2003) 290 F.Supp.2d 1101, 1127; see *Casey v. U.S. Bank Nat. Assn.* (2005) 127 Cal.App.4th 1138, 1145, fn. 2.) Timotei provides no substantial reason to hold otherwise, so we decline to reject this authority.

Timotei was heavily involved in Abe’s ineffective efforts to excise Rad from Abeco and substitute Timotei in his stead. Timotei testified at trial that he knew Rad and Abe owned Abeco. Although Timotei claimed that he was misled by Abe, there was evidence that he willingly participated in Abe’s scheme to deprive Rad of his shares in Abeco and to utilize Abeco’s assets to develop the Almaden Road property. Since Timotei knew that Abe had a duty to Abeco and Rad, and that Abe’s conduct violated that duty, he could be held liable for substantially assisting Abe in his scheme and therefore for aiding and abetting Abe’s breach of fiduciary duty.

Abe and Parvin contend that Rad failed to present substantial evidence of a violation of the UFTA. They argue that the UFTA “is for the use of a person who has an already existing claim at the time of the transfer.” Not so. “A transfer made or obligation incurred by a debtor is fraudulent as to a creditor, *whether the creditor’s claim arose before or after the transfer was made* or the obligation was incurred, if the debtor

made the transfer or incurred the obligation . . . [¶] . . . [w]ith actual intent to hinder, delay, or defraud any creditor of the debtor.” (Civ. Code, § 3439.04, bold and italics added.) The claim need not be in existence at the time of the transfer.

The Golpour’s remaining contention regarding the UFTA cause of action is that there was no transfer of anything of value because (1) the Almaden Road property was purchased with “money that did not belong to Abeco” and (2) the property had no equity when it was transferred from Abeco to the Golpours and Sucas. The Golpours provide no citations to the record in support of this contention. The evidence presented at trial was sufficient to support the trial court’s findings that Abeco assets were utilized to purchase and develop the Almaden Road property, and that the property had a value exceeding its encumbrances when Abe transferred the property, on behalf of Abeco, to the Golpours and the Sucas in August 2004.

Abe’s final contention is that he no longer had any fiduciary duty to Abeco or Rad at the time of the purchase and development of the Almaden Road property because they had terminated “their relationship” in May 2003. Abe’s alleged belief that “the relationship” had been “terminated” was irrelevant. Abeco’s interest in the Almaden Road property arose from the utilization of Abeco’s assets to acquire that property in Abeco’s name. Rad’s interest in Abeco was never terminated. We reject this meritless claim.

In sum, Parvin and Svetlana could not be held liable on the conspiracy or usurpation causes of action. Timotei could not be held liable on the conspiracy, usurpation, or breach of fiduciary duty causes of action. To the extent that the trial court’s judgment relied on these causes of action, it was not supported by substantial evidence.

### **E. Remaining Contentions**

The Golpours also contend that the damages award was improperly calculated and that there was no basis for punitive damages. Because we reverse the judgment and remand for further proceedings, it would be premature to address these issues. The trial court erred in awarding damages to Rad rather than Abeco, and in finding Parvin, Svetlana, and Timotei liable on numerous causes of action in the absence of substantial evidence. Any challenges the Golpours may have to a damages award must await the conclusion of the proceedings on remand.

### **IV. Disposition**

The judgment is reversed. The parties shall bear their own costs on appeal.

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Mihara, J.

WE CONCUR:

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Elia, Acting P. J.

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Bamattre-Manoukian, J.