

## APPENDICES

## APPENDIX A

BARBARA I. McCALLUM  
ATTORNEY MEDIATOR

August 12, 1994

Nayereh Singh Deviyal  
1552 El Tigre, #12  
San Luis Obispo, CA 93405

Re: Marriage of Singh

Dear Nayereh:

This is to advise you of the outcome of the hearing held Friday, August 5, 1994.

Commissioner Allen heard the case and has ordered that the child support may be separated from the child care costs. Mr. Singh is to pay one-half of all child care costs directly to the provider. Therefore, your total support payment will be reduced by \$150.00 per month. However, if Mr. Singh is ever more than thirty days late in payment of child care, he must then pay you a total of \$400.00 per month in child support, which will include child care.

Additionally, Mr. Singh has been given a credit for child care costs for the months of June and July. He will be allowed to take this credit over an extended period of time at a very nominal amount. I do not have the exact amount but believe it will be \$20.00 per month.

I understand you telephoned our office and wanted to have the car handed over to you from Mr. Singh. As you are aware, and I have discussed with you on many occasions, the property settlement offer was withdrawn at the time that we commenced trial. After the hearing on status of your marriage, there was some discussion on the record about property settlement. I believed that we had a settlement, but when we came back to court for the continued hearing, you did not want to enter into the property settlement. Therefore, there is no property settlement in any way.

## APPENDIX B

GOVERNMENTAL AGENCY (under Family Code, §§ 17400 and 17406): KELLY MCLAUGHLIN, CHILD SUPPORT ATTORNEY SUPERVISOR DCSS, SANTA BARBARA COUNTY - SANTA BARBARA OFFICE 4 E CARRILLO ST SANTA BARBARA CA 93101-2707 0830036610-01 TELEPHONE NO. (Optional): (866) 901-3212 FAX NO. (Optional): (805) 568-2387 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Under Family Code §§ 17400 & 17406		FOR COURT USE ONLY  <div style="text-align: right;">           LIT <input checked="" type="checkbox"/>            F            NDX            V            CA            FIN            JLT            PTY            ATT            COD            ST         </div>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA STREET ADDRESS: 1100 ANACAPA ST MAILING ADDRESS: 1100 ANACAPA ST CITY AND ZIP CODE: SANTA BARBARA 93101-2099 BRANCH NAME: SANTA BARBARA CIVIL DIVISION		FILED SUPERIOR COURT of CALIFORNIA COUNTY OF SANTA BARBARA DEC 08 2008 GARY M. BLAIR, EXEC. OFFICER By <u>Lauren Lang</u> Deputy Clerk <b>L. LANG</b>	
PETITIONER/PLAINTIFF: NAYEREH SINGH RESPONDENT/DEFENDANT: SUKHJINDER SINGH OTHER PARENT:		CASE NUMBER: 1129458	
ORDER AFTER HEARING			

1. This matter proceeded as follows: ☐ Uncontested ☐ By stipulation ☒ Contested
- a. Date: 12-08-2008 Dept.: 09 Judicial officer: COLLEEN K. STERNE
- b. ☒ Petitioner/plaintiff present ☐ Attorney present (name):
- c. ☐ Respondent/defendant present ☐ Attorney present (name):
- d. ☐ Other parent present ☐ Attorney present (name):
- e. Local child support agency attorney (Family Code, §§ 17400, 17406) by (name): STACIE RAPPLEYE
- f. ☐ Other (specify):
- g. The obligor (the parent ordered to pay support) is ☐ petitioner/plaintiff ☐ respondent/defendant ☐ other parent
2. ☐ Attached is a computer printout showing the parents' income and percentage of time each parent spends with the children. The printout, which shows the calculation of child support payable, shall become the court's findings.
3. ☐ This order is based on the attached documents (specify):

#### 4. THE COURT ORDERS

- a. All orders previously made in this action shall remain in full force and effect except as specifically modified below.
- b. Obligor is the parent of and must pay current child support for the following children:
- | Name           | Date of birth | Monthly support amount |
|----------------|---------------|------------------------|
| SIMRAN E SINGH | 07/14/1991    |                        |

(1) ☐ Other (specify):

(2) ☐ For a total of: payable on the: day of each month beginning (date):

(3) ☐ The low income adjustment applies.  
☐ The low income adjustment does not apply because (specify reasons):

(4) Any support ordered shall continue until further order of court, unless terminated by operation of law.

**NOTICE: Any party required to pay child support must pay interest on overdue amounts at the legal rate, which is currently 10 percent per year.**



PETITIONER/PLAINTIFF: NAYEREH SINGH RESPONDENT/DEFENDANT: SUKHJINDER SINGH OTHER PARENT:	CASE NUMBER: 1129458
------------------------------------------------------------------------------------------------	-------------------------

4. c. ☐ Obligor owes support arrears as follows, as of (date):
- (1) ☐ Child support: \$ ☐ Spousal support: \$ ☐ Family support: \$
- (2) ☐ Interest is not included and is not waived.
- (3) ☐ Payable: \$ on the day of each month beginning (date):
- (4) ☐ Interest accrues on the entire principal balance owing and not on each installment as it becomes due.

d. No provision of this order may operate to limit any right to collect the principal (total amount of unpaid support) or to charge and collect interest and penalties as allowed by law. All payments ordered are subject to modification.

e. All payments shall be made to (name and address of agency):

CALIFORNIA STATE DISBURSEMENT UNIT  
 PO BOX 989067  
 WEST SACRAMENTO CA 95798-9067

f. An Order/Notice to Withhold Income for Child Support (form FL-195) must issue.

g. ☐ Obligor ☐ Oblige must (1) provide and maintain health insurance coverage for the children if it is available through employment or a group plan, or otherwise available at no or reasonable cost, and shall keep the local child support agency informed of the availability of the coverage; (2) if health insurance is not available, provide coverage when it becomes available; (3) within 20 days of the local child support agency request, complete and return a health insurance form; (4) provide to the local child support agency all information and forms necessary to obtain health-care services for the children; (5) present any claim to secure payment or reimbursement to the other parent or caretaker who incurs costs for health-care services to the children; (6) assign any rights to reimbursement to the other parent or caretaker who incurs costs for health-care services for the children. If the "Obligor" box is checked, a health insurance coverage assignment must issue.

h. The parents must notify the local child support agency within 10 days in writing of any change in residence or employment.

i. The form Notice of Rights and Responsibilities and Information Sheet on Changing a Child Support Order (form FL-192) is attached.

j. ☐ The following person (the "other parent") is added as a party to this action under Family Code section 17404 (name):

k. ☒ The court further orders (specify):

THIS MATTER IS CONTINUED TO 1-26-2009, 8:30A.M., IN DEPARTMENT 9 FOR A MOTION TO MODIFY CHILD SUPPORT & FOR EXCHANGE OF 1419 DOCUMENTS.

RESPONDENT SHALL COMPLY WITH LOCAL COURT RULE 1419 (A COPY OF WHICH IS ATTACHED TO THIS ORDER) BY SERVING SUCH DOCUMENTS ON DCSS AND ON THE OTHER PARTY NO LATER THAN 1-9-2009.

Date:

DEC - 8 2008


5. Number of pages attached: 0

Approved as conforming to court order:

Date:



(SIGNATURE OF ATTORNEY FOR OBLIGOR)

  
 JUDICIAL OFFICER  
☐ Signature follows last attachment 

## **1419 EXCHANGE OF ADDITIONAL FINANCIAL DOCUMENTS**

**(a) [Moving Party's Obligations]** Absent issuance of a protective order, at the time of service of moving papers in any matter seeking child support, spousal support, attorneys fees or costs (other than matters commenced by the Department of Child Support Services under Family Code Sections 17402, 17404, 17400, 17416, 17420, the moving party shall also serve each of the following documents as are in the moving party's possession or control. These documents shall not be filed with the Court. However, exact duplicates of the documents served and a proof of service shall be available at the time of the hearing to be introduced into evidence if requested and admissible.

### **1. If the moving party is a wage earner or unemployed:**

- a. Copies of the last two years individual federal income tax returns, including all schedules;
- b. Copies of all personal bank account statements for the last twelve months and copies of the last three pay stubs;
- c. Copies of all W-2 and 1099 forms reflecting income received during the last 12 months but not attached to individual tax returns;
- d. A copy of Local Rule 1419; and
- e. A declaration explaining the moving party's failure to comply with any of the foregoing requirements.

### **2. If the moving party is self-employed:**

- a. Copies of the last two years individual federal income tax returns, including all schedules;
- b. Copies of all W-2 and 1099 forms reflecting income received during the last 12 months but not attached to individual tax returns;
- c. Copies of all periodic profit and loss statements and balance sheets prepared in the ordinary course of business for the last twelve months;
- d. Copies of all business and personal bank account statements and corresponding check registers for the last twelve month;
- e. Copies of all loan applications submitted within the past 12 months to financial institutions or third persons on behalf of the moving party;
- f. A written offer to either supply copies of the business books and records requested by the opposing party upon five days notice or an offer to permit the opposing party or his attorney to inspect such books and records upon five days notice;
- g. A copy of Local Rule 1419; and
- h. A declaration explaining the party's failure to comply with any of the foregoing requirements.

### **3. If the moving party holds a 30% or more interest in any business entity:**

- a. Copies of the last two years individual federal income tax returns, including all schedules;
- b. Copies of all W-2 and 1099 forms reflecting income received by the moving party or the business entity during the last 12 months but not attached to tax returns;
- c. Copies of all periodic profit and loss statements and balance sheets prepared in the ordinary course of business for the business entity during the last twelve months;

## APPENDIX C



James C. Buttery, State Bar No. 56665  
ANDRE, MORRIS & BUTTERY  
A Professional Law Corporation  
2739 Santa Maria Way, Third Floor  
Post Office Box 1430  
Santa Maria, CA 93456-1430  
Telephone: (805) 937-1400  
Facsimile: (805) 937-1444  
jbuttery@amblaw.com

Attorneys for Participant,  
Ike M. Iqbal

**FILED: 1/10/23**  
**San Luis Obispo Superior Court**  
**By: Zepeda, Matthew**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN LUIS OBISPO, SAN LUIS OBISPO**

In Re: The Matter of Estate of Sukhjinder  
Singh,

Deceased.

Case No. 19PR-0348

**~~[PROPOSED]~~ FINDINGS AND ORDERS  
AFTER EVIDENTIARY HEARING ON  
COMPETING PETITIONS FOR PROBATE**

Date: December 7, 2022  
Time: 1:30 p.m.  
Dept.: 9

Assigned To: Hon. Tana L. Coates  
Complaint Filed: October 17, 2019  
Trial Date: December 7, 2022  
(*Competing Petitions for  
Probate*)

The Petition for Probate filed by Participant and Petitioner Ike M. Iqbal ("Iqbal") on December 8, 2020 and the Petition for Probate filed by Objector and Petitioner Niki Hamidi ("Hamidi") on January 15, 2021 came before this Court for an evidentiary hearing on December 7, 2022 at 1:30 p.m. in Department 9 of the above-entitled court. Further considered at the hearing were the following objections: Hamidi's Objection filed on January 4, 2021 to Iqbal's Petition for Probate; Hamidi's Verified Objection and Response to Iqbal's Petition for Probate, filed on September 21, 2021; and Hamidi's Declaration to Show Good Cause to Invalidate Sukhjinder "Willie" Singh's Dec. 1st, 2008 Will and Trust and Dismiss Iqbal's Petition to Probate the Estate, filed on November 8, 2021.

1 James C. Buttery of Andre, Morris & Buttery appeared on behalf of Iqbal, who did not  
2 appear. Objector and Petitioner Niki Hamidi, *in propria persona*, did not appear. No  
3 appearance was made on behalf of Petitioner Marisol Cueva.

4 At the hearing, the Court received documentary evidence and heard sworn testimony  
5 from witnesses J. Christopher Toews and Richard McQueary.

6 In addition to admitting the December 1, 2008 will of Decedent Sukhjinder “Willie”  
7 Singh (“Decedent”) to probate and appointing Ike M. Iqbal as Executor of Decedent’s estate, the  
8 Court, having considered the testimony, evidence, and argument of counsel, also made the  
9 following findings and orders,

10 1. Hamidi was duly informed of the time and place of the December 7, 2022 hearing  
11 both through minute orders issued by the Court and notices provided by counsel for Ike Iqbal.

12 2. Hamidi’s personal presence at this evidentiary hearing was duly requested  
13 pursuant to Code of Civil Procedure Section 1987(b) and witness and mileage fees were timely  
14 tendered to her.

15 3. Hamidi failed to attend the Status Conference set by the Court and held on  
16 November 30, 2022 at which time the evidentiary hearing on the Petitions for Probate was  
17 postponed from December 5, 2022 to December 7, 2022 at 1:30 p.m., but Hamidi was given  
18 timely written notice of the two-day postponement. Despite Hamidi being given ample notice of  
19 the hearing and the opportunity to be heard on factual and legal issues, and no continuance or  
20 stay of the December 7, 2022 hearing having been ordered, Hamidi failed to appear for the  
21 hearing. Given these circumstances and because Hamidi filed a Dismissal of her Creditor’s  
22 Claim on November 29, 2022 and a Declaration on November 21, 2022 in which she stated her  
23 intention to “close her case with the Probate Court”, it appears to the Court that Hamidi  
24 consciously elected not to participate in these proceedings.

25 4. At the evidentiary hearing, substantial evidence was presented that Decedent had  
26 capacity to execute the will and other estate planning documents on December 1, 2008.

27 5. Substantial evidence was presented to contradict the assertion that Decedent’s  
28 December 1, 2008 will was invalid because at that time Decedent had child support proceedings

1 pending in Santa Barbara County (*Nayereh Singh v. Sukhjinder Singh*, Santa Barbara County  
2 Case No. 1129458). In fact, no evidence was presented to demonstrate that said child support  
3 proceedings precluded Decedent from executing the December 1, 2008 will or any other estate  
4 planning documents on that date.

5 6. Objections to admission of the December 1, 2008 will made by Hamidi, the  
6 former spouse of Decedent and formerly known as Nayereh Singh Deviyal, based on alleged  
7 community property rights are without merit. Any such rights were fully and previously  
8 adjudicated as reflected in the Order Confirming Arbitration Award filed on September 19, 1996  
9 in San Luis Obispo County Superior Court Case DR 21502, a certified copy of which was  
10 marked exhibit P0007 and entered into evidence.

11 7. No evidence was presented regarding the existence of any will executed at any  
12 time by the Decedent benefitting Hamidi or his daughter Simran Singh (“Simran”). In fact, the  
13 credible testimony of Messrs. Toews and McQueary disclosed that to their knowledge, no such  
14 will ever existed.

15 8. Substantial evidence was also presented to show that Decedent was not unduly  
16 influenced in the selection of the beneficiaries of his estate, including those named in the will  
17 dated December 1, 2008.

18 9. Decedent’s will of December 1, 2008 and Decedent’s trust of the same date,  
19 marked and entered into evidence as Exhibits P0008 and P0009 respectively, are valid.

20 10. The evidence reflected that Hamidi and Simran were specifically disinherited by  
21 Decedent’s will dated December 1, 2008 and other estate planning documents executed at the  
22 same time, and that such disinheritance was one of the principal reasons that Decedent undertook  
23 the creation an estate plan at that time.

24 11. In its Opinion issued on November 17, 2022 concerning Hamidi’s appeal of the  
25 Court’s March 10, 2022 order, the California Court of Appeals Second Appellate District,  
26 Division Six found that the Court’s award of \$6,500 in sanctions against Hamidi and in favor of  
27 Iqbal was not an abuse of discretion. The Court of Appeal further opined that while it was not  
28 going to authorize the Superior Court to revise the sanction award for the attorney’s fees that

Iqbal incurred in defending against Hamidi's appeal, it would not preclude Iqbal from later seeking an award of fees from the Superior Court in connection with opposing Hamidi's appeal. As may be appropriate, this Court reserves jurisdiction to consider such a request by Iqbal at a later time.

IT IS SO ORDERED.

Dated: 1/10/2023

  
HON. TANA L. COATES  
JUDGE OF THE SUPERIOR COURT

## APPENDIX D

James C. Buttery, State Bar No. 56665  
ANDRE, MORRIS & BUTTERY  
A Professional Law Corporation  
2739 Santa Maria Way, Third Floor  
Post Office Box 1430  
Santa Maria, CA 93456-1430  
Telephone: (805) 937-1400  
Facsimile: (805) 937-1444  
jbuttery@amblaw.com

Attorneys for Executor,  
Ike M. Iqbal

**FILED: 02/22/2023**  
**San Luis Obispo Superior Court**  
By: Stember, Pamela

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN LUIS OBISPO, SAN LUIS OBISPO**

In Re: The Matter of Estate of Sukhjinder  
Singh,

Deceased.

Case No. 19PR-0348

**~~[PROPOSED]~~ ORDER ON EXECUTOR IKE  
M. IQBAL'S VERIFIED PETITION TO  
APPROVE SETTLEMENT OF CLAIM  
AGAINST THE ESTATE AND FOR  
DISTRIBUTION**

[Filed concurrently with Petition to Approve  
Settlement of Claim Against the Estate, and  
Declarations of James C. Buttery and M. Jude  
Egan in Support Thereof]

Date: February 7, 2023  
Time: 9:00 a.m.  
Dept.: 4

Assigned To: Hon. Tana L. Coates  
Action Filed: October 17, 2019  
Trial Date: February 1, 2023

Executor Ike M. Iqbal's Verified Petition to Approve Settlement of Claim Against the  
Estate and for Distribution came on regularly for hearing on February 7, 2023 at 9:00 a.m. in  
Department 4 of the above-entitled court, the Honorable Tana L. Coates, Judge presiding.

James C. Buttery of Andre, Morris & Buttery appeared on behalf of Iqbal. ~~M. Jude~~  
~~Egan of Egan law appeared on behalf of Marisol Cueva.~~

Having reviewed the papers submitted, the arguments of counsel, and the documents and

other papers on file in this matter, and on proof made to the satisfaction of the Court, the Court makes the following orders:

1. The Petition Approve Settlement of Claim Against the Estate and for Distribution is granted.

2. The Mediated Settlement Agreement reached on January 4, 2023 between Ike M. Iqbal as Executor of the Estate of Singh and as Trustee of the Sukhjinder Singh Trust dated December 1, 2008 ("Iqbal") and Marisol Cueva, on behalf of herself and her minor child, David Josiah Cueva ("Cueva"), attached hereto as Exhibit "A" is approved.

3. Iqbal's obligation to pay the consideration described in the Mediated Settlement Agreement is dependent on Cueva, through her counsel, obtaining approval from the Santa Barbara County Superior Court of the Minor's Compromise described therein.

4. The Court shall retain jurisdiction pursuant to Code of Civil Procedure section 664.6.

IT IS SO ORDERED.

Dated: 2/22/2023

  
TANAI L. COATES  
JUDGE OF THE SUPERIOR COURT

**EXHIBIT A**



## **MEDIATED SETTLEMENT AGREEMENT**

### **SUBJECT TO COURT APPROVAL**

1. The matter of *In re the Estate of Sukhjinder Singh*, David Cueva, a minor, by and through his mother, Marisol Cueva, both in her representative capacity and as an individual claimant, have made certain claims, which are the subject of a pending civil action in San Luis County Superior Court, case number 19PR-0348, hereafter collectively referred to as “the Action”. Said matter was mediated on January 4, 2023, before M. Scott Radovich, in San Luis Obispo, California.
2. Appearing in this mediation were Marisol Cueva on behalf of herself and her minor child (hereafter collectively “**Plaintiff**”) and their attorney, M. Jude Egan; Ike Iqbal, as the duly appointed representative of the Estate of Sukhjinder Singh (hereafter “**Defendant**”), and as Trustee of the Sukhjinder Singh Trust dated December 1, 2008, and their attorney, James C. Buttery.
3. The parties, upon court approval discussed below, through this mediation have agreed to resolve all claims relative to the above action as follows:
  - (a) Defendant shall obtain court approval of this distribution and settlement from the court in the pending Action. Plaintiff and her counsel, after that approval in **the Action, shall then obtain approval of a compromise of the minor’s claim** by the appropriate court in Santa Barbara County. Defendant after obtaining approval from the court in the Action shall, within 30 days, after approval by the court in Santa Barbara County **of the compromise of a minor’s claim**, in exchange for a court-approved release of all claims pay the sum of \$100,000.00 into a Special Needs Trust for the benefit of the minor as

directed by the court through a Petition for Compromise of Minor's **Claim** – which counsel for Plaintiff shall file and obtain; and shall pay an additional sum of \$50,000.00 jointly to Marisol Cueva and her counsel M. Jude Egan for all expenses incurred including, but not limited to, litigation costs, attorneys fees and fees for the preparation of the Special Needs Trust;

(b) Plaintiff shall dismiss her Petition to Establish Parental Relationship with prejudice upon payment of the above sum after approval of the courts;

(c) Defendant, as additional consideration, shall pay the **full cost of today's** mediation. Otherwise, each party herein agrees to bear their own fees and costs and further agrees that this settlement agreement is not an admission of liability as liability remains disputed in this matter.

4. This settlement includes an express waiver of Civil Code 1542 which states: **"A** general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her **settlement with the debtor or released party."**

5. The parties further agree and stipulate that this Mediated Settlement Agreement shall constitute an enforceable settlement, upon approval by the courts, under Code of Civil Procedure 664.6 and all applicable court rules and procedures. If there is any action to enforce the terms of this agreement, the prevailing party shall be entitled to its attorney's fees and reasonable costs.

6. Once approved by the courts, this Mediated Settlement Agreement shall be binding on the parties, their heirs, successors, and assigns,

7. The parties and their counsel further agree and consent to the use of electronic signatures under Civil Code sec. 1633, et seq, ("CUETA") in this Mediated Settlement Agreement.

This agreement is hereby executed and agreed to by the parties on Wednesday, January 04, 2023, in Santa Maria and San Luis Obispo, California.

DocuSigned by:

Marisol Cueva

955883249C3C4C5...

MARISOL CUEVA, on behalf of herself and her child David Cueva, a Minor

DocuSigned by:

Ike M. Iqbal

A714879A152049B...

IKE IQBAL, on behalf of The Estate of Sukhjinder Singh and as Trustee of the Sukhjinder Singh Trust dated December 1, 2008

APPROVED AS TO FORM:

DocuSigned by:

M. Jude Egan

F5ECDD0D4889475...

M. JUDE EGAN, for Plaintiff

DocuSigned by:

James Buttery, Esq

31A9A079CB484B5...

JAMES C. BUTTERY, for Defendant

## APPENDIX E

**NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS**

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION SIX

Estate of SUKHJINDER  
SINGH, Deceased.

2d Civil No. B325245  
(Super. Ct. No. 19PR-0348)  
(San Luis Obispo County)

IKE M. IQBAL, as Executor,  
etc.,

Petitioner and Respondent,

v.

NIKI HAMIDI,

Contestant and Appellant.

Niki Hamidi appeals from an order admitting Sukhjinder Singh's will to probate and the accompanying order appointing Ike M. Iqbal executor of Singh's will. Hamidi contends the orders should be vacated because: (1) Singh's will was illegal, invalid,

and voidable, and (2) Iqbal was disqualified from being appointed executor.<sup>1</sup> We affirm.

#### FACTUAL AND PROCEDURAL HISTORY

Singh died in September 2016. His will bequeathed his entire estate to the Sukhjinder “Willie” Singh Living Trust. The will, dated December 1, 2008, nominated Iqbal as executor. It disinherited both Hamidi (his ex-wife) and their daughter.

Iqbal petitioned to probate Singh’s will in December 2020. Hamidi filed a competing petition contesting Singh’s will and requesting that she be appointed to administer his estate. Hamidi also objected to Iqbal’s petition, alleging the will he sought to probate was not Singh’s true will and that she and her daughter were the “true beneficiaries” of Singh’s estate. She later filed additional objections, claiming that Singh’s will was invalid because Singh lacked testamentary capacity, was subject to undue influence, and executed the documents when a child support modification proceeding was pending in another county.

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<sup>1</sup> Hamidi also urges us to vacate the trial court’s order requiring her to pay \$6,500 in discovery sanctions to Iqbal. We upheld the sanctions order in an opinion filed last year (*Estate of Singh* (Nov. 17, 2022, B319677) [2022 WL 16991548 at pp. \*2-3] [nonpub. opn.]), and do not revisit the issue here (see *Leider v. Lewis* (2017) 2 Cal.5th 1121, 1127). She raises or develops several additional issues—i.e., that Singh’s will is invalid under Probate Code section 15407 and the Uniform Fraudulent Transfer Act and that her community property rights were never adjudicated during her 1994 divorce from Singh—for the first time in her reply brief. We do not consider issues undeveloped with arguments and citations to the record (*Interinsurance Exchange v. Collins* (1994) 30 Cal.App.4th 1445, 1448) or raised for the first time on reply (*Varjabedian v. City of Madera* (1977) 20 Cal.3d 285, 295, fn. 11).

She said she could not provide the trial court with Singh's true will because the attorney who drafted it refused to give her a true and correct copy of it.

The trial court scheduled a hearing on Hamidi's petition for November 2022. Hamidi did not attend that hearing, however, and the court dismissed her petition.

Hamidi also did not attend a subsequent status conference regarding the trial on Iqbal's petition, which was set for December 5 and then continued to December 7. Iqbal gave Hamidi notice of the December 7 trial date, but she "consciously elected" not to attend.

Attorney John Christopher Toews testified at the December 7 trial. He said that Singh asked him to prepare a new will and trust, that he prepared those documents, and that Singh executed them. Toews said that he had not previously crafted documents for Singh that benefited Hamidi or his daughter; the "primary reason" Singh executed his new estate plan was to disinherit those two. Toews said he had "no doubt" that Singh was competent when he executed the new estate plan. He also had no reason to believe that Singh had been unduly influenced by his family or Iqbal when crafting it.

At the conclusion of trial, the trial court found that Singh had capacity when he signed his will and trust and that he had not been subject to undue influence. There was no evidence the will or trust was illegal or invalid. The court admitted Singh's will to probate, and appointed Iqbal executor.

## DISCUSSION

### *Singh's will and trust*

Hamidi contends Singh's will and trust were illegal and invalid under Probate Code section 15203 and/or voidable under

Civil Code section 3439.04. We disagree.

“A trust may be created for any purpose that is not illegal or against public policy.” (Prob. Code, § 15203.) Hamidi claims Singh’s will and trust are illegal and invalid under this provision because he executed them to hide assets and perpetuate fraud. But the only evidence she cites in support of this claim are the cover pages to her objections to Iqbal’s petition to probate Singh’s will. These do not demonstrate that Singh hid assets or committed fraud. Hamidi has thus failed to show that his will and trust are illegal and invalid under Probate Code section 15203. (*Mueller v. County of Los Angeles* (2009) 176 Cal.App.4th 809, 816, fn. 5 (*Mueller*) [arguments not supported by the record can be rejected].)

“A transfer made or obligation incurred by a debtor is voidable . . . 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, subd. (a)(1).) Hamidi claims Singh’s will and trust are voidable under this provision because he attempted to hide assets when he had Toews draft his 2008 will and trust. Again, however, the only evidence she cites in support of this claim are cover pages to her objections to Iqbal’s petition to probate Singh’s will, a continuance order, and her objections to findings the trial court made during the proceedings below. These pleadings do not demonstrate that Singh tried to hide his assets. Hamidi has thus failed to show that his will and trust are voidable under Civil Code section 3439.04. (*Mueller, supra*, 176 Cal.App.4th at p. 816, fn. 5.)



*Iqbal's appointment as executor*

Hamidi also contends the trial court's order appointing Iqbal executor of Singh's estate must be vacated because he waived his right to such an appointment under Probate Code section 8001 and/or because he breached his fiduciary duty by allegedly helping Singh commit fraud. We again disagree.

"Unless good cause for delay is shown, if a person named in a will as executor fails to petition the court for administration of the estate within 30 days after the person has knowledge of the death of the decedent and that the person is named as executor, the person may be held to have waived the right to appointment as personal representative." (Prob. Code, § 8001.) Hamidi levels a series of accusations at Iqbal, but does not explain, with cogent legal analysis, how this section of the Probate Code disqualifies him from being appointed executor of Singh's will. Conclusory arguments not supported by legal analysis are to be disregarded. (*City of Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 286-287.) Additionally, the only page of the record Hamidi cites in support of her arguments does not delineate how Iqbal missed the 30-day window or failed to demonstrate good cause for doing so. She has thus failed to show that Probate Code section 8001's waiver provisions apply here. (*Mueller, supra*, 176 Cal.App.4th at p. 816, fn. 5.)

Finally, Hamidi claims Iqbal is disqualified from being executor of Singh's estate because he allegedly committed a series of fraudulent acts. The evidence cited does not support this claim. We reject it. (*Mueller, supra*, 176 Cal.App.4th at p. 816, fn. 5.)

## DISPOSITION

The trial court's order admitting Sukhjinder Singh's will to probate and the accompanying order appointing Ike M. Iqbal executor of Singh's will, both entered December 7, 2022, are affirmed. Iqbal shall recover his costs on appeal.

NOT TO BE PUBLISHED.

BALTODANO, J.

We concur:

GILBERT, P. J.

YEGAN, J.

Tana L. Coates, Judge

Superior Court County of San Luis Obispo

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Niki Hamidi, in pro. per., for Contestant and Appellant.  
Andre, Morris & Buttery and James C. Buttery for  
Petitioner and Respondent.