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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

JOHN W. WONG etc.,

Plaintiff and Appellant,

v.

CALIFORNIA FOREFRONT INC. et al.,

Defendants and Respondents.

B281939

(Los Angeles County Super. Ct. No. GC046849)

APPEAL from a judgment of the Superior Court of Los Angeles County, Donna F. Goldstein, Judge. Affirmed.

Daniel M. Shapiro for Plaintiff and Appellant John Wong, M.D., as Trustee for the John and Lily Y. Wong Family Trust.

Anglin Flewelling Rasmussen Campbell & Trytten and Robert A. Bailey for Defendants and Respondents California Forefront, LLC and Larry Sue.

Jones & Lester and James G. Jones for Defendant and Respondent Park Center Partnership.

In this business dispute, plaintiff and appellant John M. Wong, M.D., as Trustee for the John and Lily Y. Wong Family Trust, appeals from the judgment in favor of defendants and respondents Park Center Partnership (Partnership), California Forefront, Inc. (CFI), and Larry Sue. Plaintiff challenges two interlocutory orders: the final statement of decision on defendants' cross-complaints for declaratory relief, and the order granting summary judgment on the operative third amended complaint.

The opening brief raises numerous issues, but because the record on the summary judgment motions is inadequate, we are unable to review that aspect of the case. As to the cross-complaints for declaratory relief, we find no basis for reversal. The judgment is affirmed.

FACTS AND PROCEDURAL HISTORY

Lily Wong, the original plaintiff in this action, died in 2013. Following her death, her husband John Wong, as Trustee for the Wong Family Trust, became the successor plaintiff.

Lily Wong and CFI were the original general partners in the Partnership, which was formed in 1989 to operate, manage, and lease a commercial office building at 221 East Walnut Street in the City of Pasadena (the Property). Lily Wong was a general partner and held a 20 percent interest, CFI was also a general partner and held a 60 percent interest, and Wyman Ip was a limited partner and held a 20 percent interest. All three partners signed the 1989 written agreement (Partnership Agreement) that governs the Partnership.

Previous Lawsuit (*Wong I*). In 2004, Lily Wong sued CFI, seeking declaratory relief regarding its management of the

Partnership. (*Wong et al. v. California Forefront, Inc. et. al.* (Super. Ct. L.A. County, 2004, No. GC031401 (*Wong I*).) CFI filed a cross-complaint alleging that Lily Wong had engaged in self-dealing.

The *Wong I* complaint was resolved by a November 2004 settlement agreement in which CFI promised to pay rent of $1.90 per square foot for its use of a portion of the Property for non-partnership purposes, and to obtain Lily Wong's approval for extraordinary expenses above $5,000. The cross-complaint was resolved by a stipulated judgment in which CFI recovered $282,000 from Lily Wong.

Present Action (*Wong II*). Six years later, in February 2011, Lily Wong initiated the present action (*Wong II*) alleging that CFI and its chief financial officer, Sue, had committed numerous wrongs. These included misusing Partnership funds to speculate in the stock market, entering below-market leases for the Property, and misappropriating parking revenue that belonged to the Partnership. She sought an accounting and the appointment of a receiver, as well as damages for breach of fiduciary duty, breach of contract, conversion, negligence, and intentional misrepresentation.

Following the death of Lily Wong in 2013, her husband, John Wong, acting as Trustee of the Wong Family Trust, claimed to be a substitute general partner in the Partnership. Defendants denied that this was the case, and filed their respective cross-complaints seeking declaratory relief as to the effect of the death of Lily Wong on her partnership interest.

Wyman Ip filed a complaint-in-intervention, seeking monetary damages and an accounting.[1]

Probate Court Order. As Trustee of the Wong Family Trust, John Wong petitioned the probate court to confirm title to Lily Wong's interest in the Partnership. In its March 16, 2015 order, the probate court (Judge Maria E. Stratton) granted the petition to confirm title, but declined to determine the nature of the interest that the Family Trust held in the Partnership. (*In the Matter of the John W. Wong and Lily Y. Wong Family Trust Dated September 29, 1993* (Super. Ct. L.A. County, 2015, No. BP156915.) The probate court reserved this issue for determination by the court in *Wong II*, citing defendants' pending cross-complaints for declaratory relief concerning the effect of the death of Lily Wong on the status of her partnership interest.

Bifurcated Trial on Cross-Complaints. In early 2016, the trial court conducted a bifurcated trial on the cross-complaints, leaving the Wong complaint for later resolution. The trial court considered five issues: (1) whether the Partnership terminated as a result of Lily Wong's death; (2) the nature of the Wong Family Trust's interest in the Partnership; (3) whether John Wong became a successor general partner in the Partnership upon the death of his wife; (4) whether CFI's conversion to a limited liability company resulted in its dissociation from the Partnership; and (5) whether Lily Wong's rights under the *Wong I* settlement agreement terminated on her death.

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[1] Ip later settled his complaint-in-intervention, which was voluntarily dismissed on August 23, 2016. He is not a party to this appeal.

Based on a stipulation by the parties, the trial court deemed the following facts to be undisputed:

1. John and Lily Wong were the original trustees of the Wong Family Trust created in 1993. To the extent applicable, Lily Wong never followed the Partnership Agreement's Article VI procedures for transferring her status as general partner. She referred to herself as a general partner in the pleadings and discovery responses filed in this case. She never requested that her status as general partner be transferred to the Wong Family Trust, and she received her Partnership distributions in her own name. She was listed as a general partner on the Partnership's "Schedule K-1's."

2. In December 2010, CFI converted from a domestic corporation to a domestic limited liability company (LLC). To the extent applicable, CFI did not comply with the Partnership Agreement's Article VI for transferring its general partner status to its LLC.

3. To the extent otherwise required or allowed by the Partnership Agreement, Ip did not elect a successor general partner within 90 days of Lily Wong's death. The Partnership remained in operation, and Ip did not seek to liquidate the assets of the Partnership.

4. The Partnership Agreement is unambiguous.

5. Lily Wong's 20 percent *economic* interest in the Partnership is held by the Wong Family Trust.[2]

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[2] The trial court stated that "[b]ecause the transfer of her partnership interest to the Trust was not in compliance with the requirements of the Partnership Agreement, the Court sought the stipulation of the parties in order to make this finding."

Statement of Decision. In a 26-page statement of decision following the bifurcated trial, the trial court ruled that:

1. Lily Wong was dissociated from the Partnership upon her death. (Citing ULPA §§ 15906.03(g)(2) [for an individual, a person is dissociated as general partner of limited partnership upon death], 15906.05 [effect of dissociation as general partner].)[3]

2. The Partnership Agreement authorizes the Partnership to continue operating with one general partner. (Citing §§ 9.1,[4]

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[3] There is no dispute regarding the trial court's finding that, to the extent applicable, the Partnership is governed by the Uniform Limited Partnership Act of 2008 (ULPA) (Corp. Code, § 15901 et seq.).

[4] Section 9.1 provides: "General Partners Ceasing to Serve as General Partners. In the event the General Partners ceases to serve as general partners by reason of such Partners' dissolution, withdrawal, declination to act and/or otherwise, the partnership shall not be dissolved, but the business of the Partnership shall be continued by a successor general partner to be elected by the affirmative vote of the Limited Partner within ninety (90) days of the General Partners' cessation to serve as general partners. In the event the General partners ceases to serve as general partners, such Partners' Partnership Interest shall automatically be converted to a limited partnership interest with the same percentage interest in the Net Profits, Net Losses and Cash Flow of the Partnership as such General Partners had prior to such conversion, and the General Partners or the General Partner's successor-in-interest, as the case may be, shall automatically be admitted to the Partnership as a substituted limited partner with respect to such converted limited partnership interest with all the rights and powers subject to all the limitations and restrictions imposed on the Limited Partners herein and under the Act."

9.2,[5] and 9.3[6] of the Partnership Agreement.) The death of Lily Wong did not result in the termination of the Partnership, as there is "[n]o dissolution when there is at least one other general partner to conduct the business of the limited partnership." (Citing ULPA §§ 15901.10 [partnership agreement controls

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[5] Section 9.2 provides: "Events Causing Dissolution of the Partnership. The Partnership shall be dissolved upon the earlier occurrence of any of the following events:

(a) The expiration of fifty (50) years from and after the commencement of the Partnership unless said period has been extended pursuant to Section 1.5 hereof;
(b) The affirmative vote of the Partners to dissolve the Partnership;
(c) The General Partners' ceasing to serve as general partners followed by the failure, within ninety (90) days thereof, of the Limited Partners to elect a successor general partner as provided in section 9.1;
(d) The sale or other disposition of all or substantially all of the assets of the Partnership, and the receipt by the Partnership of all Cash Flow derived therefrom."

[6] Section 9.3 provides: "Waiver of Right to Court Decree of Dissolution. The parties agree that irreparable damage would be done to the goodwill and reputation of the Partnership if any Partner should bring an action in court to dissolve the Partnership. Care has been taken in this Agreement to provide what the parties feel is fair and just payment in liquidation of the interest of all Partners. Accordingly, each party hereby waives and renounces his right to such a court decree of dissolution or to seek the appointment by the court of a liquidator for the Partnership."

relations between partners of limited partnership]; former Corp. Code, § 15681.)[7]

3. CFI, as the surviving general partner, continued operating the Partnership following the death of Lily Wong. CFI was not dissociated when it converted to a limited liability company. Section 1158 of the Corporations Code specifically allows such conversions by partners in limited partnerships.[8]

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[7] The trial court found that section 15681 of the California Revised Limited Partnership Act (RLPA) applies to the Partnership. According to the statement of decision, under section 15681 of the RLPA, "a limited partnership is dissolved upon the first to occur of: a) upon the happening of events specified in the partnership agreement . . . c) 'Unless otherwise provided in the partnership agreement, when a general partner ceases to be a general partner under section 15642 *unless (1) at the time there is at least one other general partner and the remaining general partner continue[s] the business of the limited partnership*. . . . (emphasis added)."

[8] "(a) An entity that converts into another entity pursuant to this chapter is for all purposes [subject to certain exceptions] the same entity that existed before the conversion.

"(b) Upon a conversion taking effect, all of the following apply: [¶] All rights and property, whether real, personal, or mixed, of the converting entity or converting corporation are vested in the converted entity or converted corporation. [¶] (2) All debts, liabilities, and obligations of the converting entity or converting corporation continue as debts, liabilities, and obligations of the converted entity or converted corporation." (Corp. Code, § 1158, subds. (a), (b).)

4. Lily Wong did not transfer her status as general partner to an "Affiliate" under section 6.3,[9] or to a successor partner under sections 6.1,[10] 6.2,[11] and 6.5[12] of the Partnership

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[9] A transferee qualifies as an "Affiliate" as defined in section 1.8(c) of the Partnership Agreement if the transferee is a "person or entity which, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with another person or entity. The term 'control' as used herein . . . means the power to (i) vote more than fifty-one percent (51%) of the outstanding voting interests of such person or entity, or (ii) otherwise direct management policies of such person or entity by contract or otherwise."

[10] "Section 6.1 provides: "Limitations on Transfers. Except as otherwise provided herein, the General Partners shall not be entitled to sell, exchange, assign, transfer, pledge, hypothecate or encumber, directly or indirectly, voluntarily or involuntarily, all or any part of, or any interest in, its Partnership Interest without the prior written consent of the Limited Partner and unless the General Partners complies with the provisions of this Article VI."

[11] Section 6.2 provides: "Permitted Transfers. The following transfers or pledges of all or any part of a Partner's Partnership Interest . . . to any of the following (collectively, 'Permitted Transferees') shall not be prohibited or restricted by the provisions of Section 6.1: [¶] a) Any other Partner; [¶] b) Any corporation or other entity one hundred percent (100%) owned and controlled . . . by such Partner; [¶] c) In the case of the General Partners, to an Affiliate of such Partner. . . ."

[12] Section 6.5 provides: "Restrictions on Assignees. An assignee of a Partnership Interest, or portions thereof, who does not become a substituted partner shall have no right to require any information or account of the Partnership's transactions, to inspect the Partnership books, or to vote on any matters as to

Agreement. Moreover, the Wong Family Trust could not become a partner because it is not "an entity capable of being a general partner under the ULPA and prevailing case authority." (Citing *Presta v. Tepper* (2009) 179 Cal.App.4th 909, 914.)

4. John Wong is not a successor general partner, either as an individual or as trustee. The only "permissible transfer under Article VI [of the Partnership Agreement] is the transfer of a partner's economic interest, not his [or her] limited or general partner status. See also: Corp Code Section 15907.01 [only permitted transfer in a limited partnership is the personal property interest of a partner]." This is consistent with section 1.8(u) of the Partnership Agreement, which defines "Partnership Interest" as an economic interest, namely the "partner's right, title and interest in and to the net profits, net losses and cash flow of the Partnership or the capital thereof or any other interest therein."

5. John Wong, as trustee, is a non-partner transferee of an economic interest in the Partnership. Because he is not a partner, he "may not participate in the management or conduct of the limited partnership's activities, and is not entitled to the access to information afforded a limited partner."

6. As the only remaining general partner, CFI has sole management authority over the Partnership.

7. Whatever management rights Lily Wong obtained under the *Wong I* settlement agreement terminated on her death when

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which a Partner would be entitled to vote under this Agreement. . . . Such assignee shall only be entitled to receive the share of the profits or other compensation by way of income, or the return of his contributions, to which his assignor would otherwise be entitled."

she became dissociated from the Partnership and lost all management rights as a general partner.

Operative Third Amended Complaint. In September 2016, John Wong, as Trustee of the Wong Family Trust, filed the operative third amended complaint. It alleged that after the bifurcated trial on the cross-complaints, the Partnership distributed $180,000 to Lily Wong.

The third amended complaint sought an accounting and the appointment of receiver (first cause of action), as well as damages for conversion (second cause of action), breach of fiduciary duty (third cause of action), breach of contract (fourth cause of action), and intentional misrepresentation (fifth cause of action).

Motions for Summary Judgment. CFI and Sue moved for summary judgment on the third amended complaint, as did Park Center. The record on appeal does not include the motions, separate statements, or reply memoranda filed by the moving parties. Instead, it includes only limited portions of Wong's opposition papers.

The trial court granted both motions, finding no triable issue of material fact and no viable theory of recovery on any of the claims. It relied on three principal grounds: (1) lack of standing by Lily Wong and her successor to pursue a direct action (as opposed to a derivative action) for injuries suffered solely by the Partnership; (2) insufficiency of the evidence to support a valid claim; and (3) dissolution of Lily Wong's status as a general partner, which terminated any right she had to request an accounting or appointment of a receiver.

The trial court entered judgment for defendants based on the summary judgment ruling and final statement of decision on

the cross-complaints for declaratory relief. This timely appeal followed.

DISCUSSION

I

Plaintiff contends that contrary to the trial court's ruling on the cross-complaints for declaratory relief: (1) either plaintiff, as Trustee of the Wong Family Trust, is a successor general partner or, alternatively, the Partnership dissolved upon the death of Lily Wong; and (2) either CFI was dissociated when it converted to a limited liability company, or, alternatively, the *Wong I* settlement agreement remains in effect.

We begin by noting that the bifurcated trial was based on settled facts, including a stipulation that the Partnership Agreement is unambiguous. "'"When a dispute arises over the meaning of contract language, the first question to be decided is whether the language is 'reasonably susceptible' to the interpretation urged by the party. If it is not, the case is over. [Citation.] If the court decides the language is reasonably susceptible to the interpretation urged, the court moves to the second question: what did the parties intend the language to mean?"' [Citation.] 'In interpreting an unambiguous contractual provision we are bound to give effect to the plain and ordinary meaning of the language used by the parties.' [Citation.] Thus, where '"contract language is clear and explicit and does not lead to absurd results, we ascertain intent from the written terms and go no further."' [Citation.]" (*People ex rel. Lockyer v. R.J. Reynolds Tobacco Co.* (2003) 107 Cal.App.4th 516, 524–525.)

The interpretation of a contract presents a legal issue for the court unless the interpretation turns on the credibility of

extrinsic evidence. (*Parsons v. Bristol Development Co.* (1965) 62 Cal.2d 861, 865.) Because there were no disputed facts, we interpret the Partnership Agreement de novo. (*Id.* at pp. 865–866.)

A. John Wong Is Not a Successor General Partner

Plaintiff contends that as trustee of the Wong Family Trust, he became a successor general partner upon the death of Lily Wong. The contention lacks merit.

1. The Partnership Agreement

It was undisputed at trial that Lily Wong never complied with the Article VI requirements for transferring her general partner status.[13] To circumvent these requirements, plaintiff claims that Lily Wong transferred her general partnership interest to an "Affiliate" (meaning either the Wong Family Trust or Lily Wong, as Trustee of the Wong Family Trust) under section 6.2(c) of the Partnership Agreement. His principal theory is that "either both Lily Wong, Trustee and CFI were successor general partners, or neither of them were." However, he completely ignores section 1158 of the Corporations Code, by which the partnership rights of CFI, Inc. were automatically vested in CFI, LLC. Because he does not present argument and authorities to explain why section 1158 is inapplicable, the issue is waived. (See *Kurinij v. Hanna & Morton* (1997) 55 Cal.App.4th 853, 865

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[13] Contrary to the assertion at page 28 of appellant's opening brief, the probate court did *not* find that Lily Wong had transferred her general partnership interest to the Wong Family Trust. As previously discussed, the probate court declined to consider or determine the nature of the partnership interest that was transferred to the family trust, and referred this issue to the trial court in *Wong II*.

(*Kurinij*) ["One of the essential rules of appellate law is that '[a] judgment or order of a lower court is presumed to be correct on appeal, and all intendments and presumptions are indulged in favor of its correctness. . . .' . . . It is the duty of the appellant to present an adequate record to the court from which prejudicial error is shown. . . . Also, the appellant must present argument and authorities on each point to which error is asserted, or else the issue is waived."].)

2. Transferable Economic Interest

As defined in section 1.8(u) of the Partnership Agreement, "Partnership Interest" means the "partner's right, title and interest in and to the net profits, net losses and cash flow of the Partnership or the capital thereof or any other interest therein." Based on this provision and the Article VI requirements for transferring partnership interests, the trial court concluded that, except for sales or transfers to outside purchasers, the only interest that a general partner may transfer without obtaining permission from the limited partner and complying with the Article VI requirements is his or her economic interest (referring to the "Partnership Interest" described in section 1.8(u)).

In challenging this conclusion, plaintiff argues it is inconsistent to allow outside purchasers, but not affiliates, to become substituted general or limited partners. He argues that the trial court erred by finding that "affiliates of existing partners can only [become transferees] of economic interests."

Because this argument rests on the unproven assumption that the Wong Family Trust is an "Affiliate" of Lily Wong, it fails for the reasons previously discussed. (See *Kurinij*, *supra*, 55 Cal.App.4th at p. 865.)

3. Family Trusts

In support of its determination that Lily Wong held her partnership interest as an individual and, therefore, did not transfer her interest to the Wong Family Trust, the trial court found that the Wong Family Trust is not a separate legal entity that can perform the rights and responsibilities of a general partner. It relied on *Presta v. Tepper*, *supra*, 179 Cal.App.4th 909, 915, for the principle that express family trusts are not entities that are separate from their trustees, and thus are precluded from being partners in California partnerships. (*Id.* at pp. 915–916.)

Plaintiff argues that this preclusion should be limited to the situation in *Presta* where two men, each in his capacity as trustee of his respective family trust, were co-partners in a limited partnership. In that situation, plaintiff contends, it made sense for the partnership agreement to include a buyout provision that took effect upon the death of a trustee. We see no reason to distinguish or limit *Presta*, which is consistent with California law. The law in this state is well-established that "[i]n contrast to a corporation, which the law often deems a person, a trust is not a person but rather ""a fiduciary relationship with respect to property.' [Citations.]"' [Citation.] 'Legal title to property owned by a trust is held by the trustee. . . . "A . . . trust . . . is simply a collection of assets and liabilities."' [Citation.] '[A]n ordinary express trust is not an entity separate from its trustees.' [Citation.] [¶] A trust itself cannot sue or be sued. [Citation.] 'As a general rule, the trustee is the real party in interest with standing to sue and defend on the trust's behalf. [Citations.]' [Citation.] 'A claim based on a contract entered into by a trustee in the trustee's representative capacity, . . . may be

asserted against the trust *by proceeding against the trustee in the trustee's representative capacity . . . .*' (Prob.Code, § 18004, italics added.)" (*Portico Management Group, LLC v. Harrison* (2011) 202 Cal.App.4th 464, 473.)

Citing *Stoltenberg v. Newman* (2009) 179 Cal.App.4th 287, 290—which states that in "1996, the Newman Family Trust was a general partner in Sea–Tac Mall, a limited partnership"—plaintiff contends that trusts can be partners in limited partnerships. Notwithstanding that this language is dictum, *Stoltenberg* is not authority for this proposition because it did not consider whether an express family trust is a separate legal entity that may serve as a general partner in a limited partnership. (See *Mercury Ins. Group v. Superior Court* (1998) 19 Cal.4th 332, 348 ["A decision, of course, is not authority for what it does not consider."].) In any event, *Stoltenberg* does not assist plaintiff, because the court acknowledged that a trust, unlike a corporation, is not a legal entity, and that legal title to property owned by the trust is held by the trustee. (*Stoltenberg*, at p. 293.) For the same reason, plaintiff's reliance on *South Sutter, LLC v. LJ Sutter Partners, L.P.* (2011) 193 Cal.App.4th 634, 642, is misplaced.

B. Dissolution

Plaintiff alternatively contends that under the Partnership Agreement, the Partnership dissolved following the expiration of the 90-day period following the death of Lily Wong in which to select a successor general partner. He raises several theories, none of which has merit.

He argues that contrary to the trial court's determination that "General Partners" refers to both CFI and Lily Wong as a

single unit, section 9.1 requires the selection of a successor general partner when either one or both general partners cease serving as general partners. He is incorrect for several reasons.

First, plaintiff does not address the definition of "General Partners" found in section 1.8(*l*): "The term 'General Partners' means California Forefront, Inc. *and* Lily Y. Wong or any transferee thereof admitted as a substituted general partner in accordance with Article VI." (Italics added.) Because the use of the conjunctive "and" demonstrates that "General Partners" refers to both CFI *and* Lily Wong as a single unit, we conclude that section 9.1 requires the selection of a successor general partner only when both general partners cease serving as general partners. (See *In re C.H.* (2011) 53 Cal.4th 94, 101 ["ordinary and usual usage of 'and' is as a conjunctive, meaning '"an additional thing,"' 'also' or 'plus'"].)

In addition, section 9.2 of the Partnership Agreement supports our interpretation. It provides that "[t]he Partnership shall be dissolved upon . . . (c) The General Partners' ceasing to serve as general partners followed by the failure, within ninety (90) days thereof, of the Limited Partners to elect a successor general partner as provided in section 9.1." As we read this provision, the 90-day period to select a successor general partner begins when *both* general partners cease serving as general partners.

We disagree that the use of "dissolution" in section 9.1 requires a contrary result. Although only one partner, CFI, was capable of dissolution when the Partnership was formed, this does not alter our determination that "General Partners" refers to both general partners as a single unit. As reflected by the

Partnership Agreement, the composition of the partnership could change with the admission of substitute general partners.

The fact that the Partnership Agreement sometimes uses "General Partners" in the singular does not compel a different result. Even under the "'same meaning rule,' [which is] a rule of contract interpretation requiring that an identical phrase or word used in a contract be given the same meaning throughout the contract," it is appropriate to consider the context in which the word or phrase is used and whether it suggests a different meaning. (*People ex rel. Lockyer v. R.J. Reynolds Tobacco Co.*, *supra*, 107 Cal.App.4th at p. 526.)

The trial court acknowledged the express intention of the parties to have two general partners, which is an appropriate factor to be taken into consideration. But the parties stipulated that the Partnership Agreement was unambiguous, and the trial court accepted their stipulation.

"[T]he 'mere fact that a word or phrase in a [contract] may have multiple meanings does not create an ambiguity.' [Citation.]" (*People ex rel. Lockyer v. R.J. Reynolds Tobacco Co.*, *supra*, 107 Cal.App.4th at p. 525.) The determination that the Partnership Agreement allows the Partnership to continue with a single remaining general partner is a reasonable and correct reading of the agreement. Because this interpretation is "consistent with a reasonable and commonsense application of the rules of contract interpretation congruent with the parties' apparent intent" (*id.* at p. 529), the fact that the parties initially intended to have two general partners does not compel a different result.

Finally, the contention that John Wong is a limited partner under section 9.1 of the Partnership Agreement is not properly

before us. Because this was not among the issues presented to the court at the bifurcated trial on the cross-complaints, it was waived. "As a general rule, an appellate court will not review an issue that was not raised by some proper method by a party in the trial court. (See *City of San Diego v. D.R. Horton San Diego Holding Co., Inc.* (2005) 126 Cal.App.4th 668, 685 [contentions or theories raised for the first time on appeal are not entitled to consideration]; *Amato v. Mercury Casualty Co.* (1993) 18 Cal.App.4th 1784, 1794 . . . ['It must appear from the record that the issue argued on appeal was raised in the trial court. If not, the issue is waived.'].)" (*Morgan v. Imperial Irrigation District* (2014) 223 Cal.App.4th 892, 913.)

C. CFI Was Not Dissociated

The trial court found that CFI was not dissociated when it converted from a corporation to a limited liability company, citing section 1158 of the Corporations Code. Plaintiff challenges this finding, but cites a different provision, section 1155, subdivision (d) of the Corporations Code. This provision identifies the papers that a converting corporation must file with the Secretary of State, and deems that the "organizational document or a certificate of conversion . . . shall have the effect of the filing of a certificate of dissolution by the converting corporation. . . ." Plaintiff does not mention whether section 1155 was cited in the trial court, nor explain how section 1155 relates to section 1158 under the facts of this case.

By ignoring the statute relied on by the trial court, plaintiff seeks to establish reversible error without explaining how the error occurred. This is inappropriate. An appellant may not simply argue that the trial court erred and shift the burden to

"the respondent to prove its case in its entirety again." (*Morgan v. Imperial Irrigation District*, *supra*, 223 Cal.App.4th at p. 913.)

D. The Wong I Settlement Agreement

The trial court found that the *Wong I* settlement agreement terminated on the death of Lily Wong, when she was dissociated from the Partnership and lost all management rights as a general partner. Plaintiff contends the trial court erred, but because he provides no further explanation, he has failed to establish reversible error. (See *Morgan v. Imperial Irrigation District*, *supra*, 223 Cal.App.4th at p. 913.)

The trial court correctly found that Lily Wong never transferred her general partner status, and that she remained a general partner until her death, at which point she became dissociated by operation of law. Due to her dissociation, her successor has no general partnership rights and is incapable of asserting the rights that were lost through dissociation. Accordingly, plaintiff's contention necessarily fails.

II

Turning to the summary judgment motions, we conclude the record is inadequate for meaningful review.

On appeal, the judgment is presumed correct, and all inferences must be drawn in its favor on matters as to which the record is silent. (*Oliveira v. Kiesler* (2012) 206 Cal.App.4th 1349, 1362 (*Oliveira*).) "'This is not only a general principle of appellate practice but an ingredient of the constitutional doctrine of reversible error.' [Citations.]" (*Denham v. Superior Court* (1970) 2 Cal.3d 557, 564.) "'A necessary corollary to this rule is that if the record is inadequate for meaningful review, the appellant

defaults and the decision of the trial court should be affirmed.' [Citations.]" (*Gee v. American Realty & Construction, Inc.* (2002) 99 Cal.App.4th 1412, 1416.) The appellant bears the burden of establishing prejudicial error by providing a sufficient record, supported by reasoned argument and applicable legal authority. (*Oliveira*, *supra*, 206 Cal.App.4th at p. 1362.)

Because summary judgment rulings are reviewed de novo (*Guz v. Bechtel National, Inc.* (2000) 24 Cal.4th 317, 334), it is essential for the appellant to provide a complete record that includes: the *motions*; the *supporting declarations and exhibits*; a complete set of the various separate statements—particularly the *initial separate statements of the moving parties*, the *responsive statements of the opposing party*, and the *reply statements of the moving parties*; the papers in opposition to the motion; and the *reply papers*. Because the italicized materials are missing, plaintiff has failed to provide an adequate record on appeal.

Although plaintiff has provided his own affirmative separate statement, it is of no help. Because it is not a responsive separate statement, it sheds no light on the contents of the missing separate statements of the moving parties. We are unable to review the summary judgment motion by CFI and Sue based on a partial record that includes only the opposing papers, a declaration by counsel for plaintiff (minus the exhibits), and a declaration by Shari Yaros that was excluded by the trial court. The same is true for Park Center's motion, as the record is limited to some of the opposing materials. Because plaintiff has failed to provide an adequate record as to either motion, we must presume that the ruling by the trial court is correct. (See *Gee v. American Realty & Construction, Inc.*, *supra*, 99 Cal.App.4th at

p. 1416.) We therefore need not discuss the parties' remaining arguments.

DISPOSITION

The judgment is affirmed. Defendants are entitled to their costs on appeal.

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

MICON, J.*

We concur:

MANELLA, P. J.

COLLINS, J.

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*Judge of the Los Angeles County Superior Court assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.