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Attorneys for Plaintiffs and Cross-
Defendants Baird A. Brown, Baird
Brown, a Prof. Law Corp., and
Ann Brown

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

BAIRD A. BROWN, an individual and as
sole owner of BAIRD BROWN, A PROF.
LAW CORP, and ANN BROWN,

Plaintiffs,

v.

DONALD G. NORRIS, an individual;
DONALD G. NORRIS, a Law Corp.;
MICHELLE PAK, an individual;
TAURIN ROBINSON, an individual;
and DOES 1 through 10, inclusive

Defendants.

CASE NO. 23STCV27439

Assigned to Judge Virginia Keeney, Dept. 45

**PLAINTIFFS' OPPOSITION TO
DEFENDANT MICHELLE PAK'S
MOTION FOR NEW TRIAL**

Action Filed: November 8, 2023
Trial Date: January 22, 2025

Hearing Date: February 3, 2026
Hearing Time: 8:30 a.m.

And Related Cross-Actions

PLAINTIFFS' OPPOSITION TO DEFENDANT
MICHELLE PAK'S MOTION FOR NEW TRIAL

I. INTRODUCTION

The trial evidence clearly established Defendant Michelle Pak's ("Ms. Pak") liability on the causes of action for breach of fiduciary duty and elder financial abuse, as asserted in the First Amended Complaint of Plaintiffs Baird Brown ("Mr. Brown"), Ann Brown ("Mrs. Brown") and Baird Brown, Prof. Law Corp. ("BrownLaw")

In her motion for a new trial ("Pak's Motion"), Ms. Pak requests a wholesale reversal of the Court's Statement of Decision ("SOD"), which ruled in Plaintiffs' favor for elder financial abuse and breach of fiduciary duty. Ms. Pak requests such extraordinary relief based on untenable assertions that (1) the Court's finding Ms. Pak committed elder financial abuse is unsupported by the Court's factual findings; (2) the Court's finding that Ms. Pak breached her fiduciary duty is unsupported by the Court's factual findings; (3) the \$188,500 damages award for misuse of BrownLaw's bank accounts for Ms. Pak's personal benefit is unsupported by the SOD and must be stricken; and (4) the \$24,000 damages award for misconduct regarding office rent is unsupported by the SOD and must be stricken. Ms. Pak's asserted deficiencies are unwarranted and unsupported by the Court's findings of fact, which are consistent with the trial evidence and governing California law.¹

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¹ As a preliminary matter, Plaintiffs contend that Ms. Pak's motion was not properly served on Plaintiffs' counsel. Plaintiffs have repeatedly requested that Defendants' service include electronic service to Andrew White ("A. White") at amwhiteesq@gmail.com and to Jonathan White ("J. White") at jnwhite@gmail.com. The proof of service affidavit (signed by Defendant Taurin Robinson) clearly shows that no electronic service whatsoever was attempted to J. White, and electronic service to A. White was only attempted to an unresponsive AOL email account which Plaintiffs repeatedly requested Defendants NOT to use.

1 **II. THE COURT PROPERLY MADE CONSISTENT FINDINGS OF FACT BASED ON THE**
2 **EVIDENCE PRESENTED AT TRIAL.**

3 **A. The Court Properly Decided That Ms. Pak Owed Plaintiffs a Fiduciary Duty**
4 **from 2015 Through October 21, 2023**

5 Plaintiffs presented compelling evidence that Ms. Pak owed a fiduciary duty to Plaintiffs
6 from 2015 up to her termination for cause on October 21, 2023, and Ms. Pak does not even attempt
7 to refute that evidence. (SOD at 24:18-23.) Accordingly, Ms. Pak continued to owe to Plaintiffs
8 “her undivided care and loyalty” to discharge her duties as BrownLaw’s business manager for the
9 benefit of Plaintiffs. (*Ibid.*) Pak’s Motion does not contest that she was bound by that continuing
10 fiduciary duty from 2015 up to her termination on October 21, 2023.

11 **B. The Court Properly Decided That, After Admitting to Perjury and Giving**
12 **“Shifting and Evasive Testimony,” Ms. Pak’s Testimony Was “Entirely**
13 **Untrustworthy”**

14 Under the maxim *Falsus in uno, Falsus in Omnibus*, this Court has good reason and sound discretion
15 not to accept **any** of Pak’s testimony which might tend to support her case. (*Bruno v. Hopkins* (2022) 79
16 Cal.App.5th 801, 824 (“[T]he trier of fact may disregard all of the testimony of a party, whether
17 contradicted or uncontradicted, if it determines that he testified falsely as to some matters covered by his
18 testimony.” (internal citations omitted); see *People v. Soto* (1881) 59 Cal. 367, 369.) The Court noted
19 that, “[i]n addition to her constantly shifting and evasive testimony, [Ms.] Pak admitted that she
20 gave false testimony in her deposition.” (SOD at 33:16-17.) Accordingly, the Court properly
21 found Ms. Pak’s testimony was “entirely untrustworthy.” (*Ibid.*, at 33:20-21.) Pak’s Motion does
22 not question or challenge that Court finding.

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1 C. Pak's Motion Mischaracterizes Both the Findings of Facts and the Governing
2 Law

3 1. The Court Explicitly Found (a) That Mr. Brown Did NOT Know That
4 Ms. Pak Was using BrownLaw Funds to Purchase Client Leads for the Benefit
5 of Mr. Norris' firm (and herself), (b) Ms. Pak failed to present credible evidence
6 that she was entitled to \$188,500 of BrownLaw money which she spent in 2019
7 for her/Mr. Norris' benefit, and (c) Ms. Pak breached her fiduciary duty
8 regarding the "balloon payment" Ms. Pak created on the office lease.

9 Contrary to Ms. Pak's assertion that Brown knew that leads were not being purchased for
10 his benefit (*see* Pak's Motion at 2:15-17), the Court explicitly underscored the exact opposite
11 finding: namely, that **"Brown knew that Pak was purchasing leads (because of the name of the**
12 **payee) but did not know that she was purchasing leads for the Norris firm as opposed to the**
13 *Baird [Brown] firm."* (SOD at 26:9-10; italicized emphasis by the Court; bold emphasis added.)
14 Pak's Motion studiously omits and ignores that explicit finding which the Court emphasized – Mr.
15 Brown **"did not know that she was purchasing leads for the Norris firm as opposed to the Baird**
16 **firm"** – while arguing the exact opposite. (*See* Pak's Motion at 5:1-12.)

17 The Court also found unpersuasive Ms. Pak's explanations for her use of BrownLaw funds
18 for the \$188,500 of purchases which the Court found to constitute breach of fiduciary duty. (*Ibid.*,
19 pp. 27-28). Tellingly, Pak's motion does not even acknowledge, much less dispute, the Court's
20 specific findings regarding the three components of that \$188,500, as follows:

21 (1) Pak "has not adequately explained the additional **\$13,500** she transferred in May";

22 (2) "Pak has not presented credible evidence that she had a credit or other money available
23 to her in the client Trust Account, which would cover this [**\$40,000**] payment to OPL [on August
24 19, 2019]";

25 (3) "Pak was not able present any credible evidence as to why she was entitled to **\$135,000**
26 of the client trust money [on October 21, 2019]."

27 (SOD at 27:18-19 and 27-28; 28:4-6; emphasis added.)
28

1 By failing even to address these specific findings regarding Ms. Pak’s misuse of \$188,500
2 of BrownLaw’s money, Pak’s Motion fails to raise any grounds for the Court to overturn its finding
3 that Ms. Pak breached her fiduciary duty by spending that \$188,500 for her own and Mr. Norris’
4 benefit.

5 **2. The Court Properly Found Ms. Pak Used BrownLaw Funds For Her**
6 **Own Benefit, Which is a *Per Se* Wrongful Purpose**

7 Ms. Pak falsely asserts that a finding of elder financial abuse requires “lack of consent.”
8 (Pak’s Motion, pg. 3, lns. 6-7.) However, “lack of consent” is not an element found in the elder
9 financial abuse statute (*see* Welf. & Inst. Code § 15610.30), nor does Pak’s Motion cite any case
10 authority for the assertion that lack of consent is a required element for a claim of elder financial
11 abuse. To the contrary, as this Court clearly stated, “elder financial abuse ... includes the wrongful
12 taking of ‘real or personal property of an elder by undue influence as defined in [Welf. & Inst.
13 Code] section 15610.70.’” (SOD at 3:1-2.) Section 15610.70, in turn, specifically provides that, in
14 determining whether a wrongful taking “was produced by undue influence, all of the following
15 shall be considered: ... (2) **The influencer’s apparent authority. Evidence of apparent**
16 **authority may include, but is not limited to, status as a fiduciary....**” (Welf. & Inst. Code §
17 15610.70; emphasis added.)

18 The Court already found that Ms. Pak owed a fiduciary duty to Plaintiffs through October
19 21, 2023. (SOD at 24:18-23.) That “duty of loyalty” which Ms. Pak owed to Plaintiffs was further
20 explained in *Huong Que, Inc. v. Luu* (2007) 150 Cal.App.4th 400:

21 The duty of loyalty embraces several subsidiary obligations, including the duty “to
22 **refrain from competing with the principal** and from taking action on behalf of or
23 otherwise assisting the principal's competitors” (Rest.3d, Agency, § 8.04), the duty
24 **“not to acquire a material benefit from a third party in connection with ...**
25 **actions taken ... through the agent's use of the agent's position”** (id., § 8.02), and
26 the duty “not to use or communicate confidential information of the principal for the
27 agent's own purposes or those of a third party” (Id., § 8.05(2)).

28 *Huong Que, Inc. v. Luu* (2007) 150 Cal.App.4th 400, 416; emphasis added.

1 Consistent with that articulation of Pak’s fiduciary duty, “ **Self-dealing in whatever form it**
2 **occurs should be handled with rough hands for what it is – dishonest dealing.** And while it is
3 often difficult to discover self-dealing ..., **the difficulty makes it even more imperative that the**
4 **search be thorough and relentless.’ ”** (*Meister v. Mensinger* (2014) 230 Cal.App.4th 381, 395
5 (emphasis added) (citing *Jones v. H.F. Ahmanson & Co.* (1969) 1 Cal.3d 93, 111, 81 Cal.Rptr. 592,
6 460 P.2d 464).)

7 In light of Ms. Pak’s unquestioned fiduciary duty to Plaintiffs, the Court properly
8 found, as follows:

9 “Plaintiffs met their burden at trial of establishing that some of these funds [used to
10 purchase client leads in 2019] either originated in the Baird Brown Client Trust
11 Account or the business account, which **would constitute a breach of fiduciary**
12 **duty if those funds were used for anything other than the benefit of the firm**
13 **and/or Brown.** Therefore, the burden shifted to Pak to establish that these funds, in
14 fact, belonged to her to use as she elected. The court finds that Pak has not met that
15 burden with respect to all of these transactions.”

16 (SOD at 26:10-13; emphasis added.)

17 Accordingly, Pak’s motion is without merit as to the \$188,500 of BrownLaw funds which the Court
18 found Ms. Pak used to purchase client leads for the benefit of herself and Mr. Norris’ firm – not for
19 the benefit of BrownLaw or Mr. Brown.

20 **3. Pak’s Motion Presents no Evidence or Argument Against the Award of**
21 **\$24,000 in Damages due to Balloon Rent Payment which Ms. Pak Foisted on**
22 **Plaintiffs.**

23 Like the Proposed Statement of Decision (“PSOD”), the SOD clearly articulated the Court’s
24 rationale for awarding \$24,000 of damages for Pak’s breach of “her fiduciary duty to Brown in her
25 handling of the rental agreement” for the office suite where she was simultaneously working for
26 both BrownLaw and Mr. Norris’ firm from 2019 to October 2023. (SOD at 28:17-26.) Ms. Pak
27 failed to object to that \$24,000 award in the PSOD, and Pak’s Motion likewise presents no evidence
28 or argument against that award in the SOD. Accordingly, there is no basis for the Court even to

1 consider Pak's Motion with respect to that \$24,000 damage award.

2 **III. CONCLUSION**

3 For all the forgoing reasons, Plaintiffs respectfully submit that the Court should deny Pak's
4 Motion in its entirety.

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7 DATED: January 20, 2026

ANDREW M. WHITE
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By  _____
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