GUARANTY HOLDINGS OF CALIFORNIA, INC. v CATTANEO

20CV44713

PLAINTIFF'S MOTION TO STRIKE AND/OR TAX COSTS

This case involves landlord-tenant dispute over the condition of the residence after being surrendered back to the homeowner.

On April 25, 2025, the Court denied GHOC's motion to specially set the matter for trial before expiration of the 5-year statute under Code of Civil Procedure section 583.310. Now before the Court is a motion to tax costs brought by GHOC as to the Electronic Filing Fee Costs sought by Defendant Christopher Dufresne.

Dufresne seeks $1,098.70 for electronic filing fee costs. However, as acknowledge by both parties, the use of electronic filing is "permitted" but not required by the Court. (See Code Civ. Proc. section 1033.5 (a)(14) [electronic filing fees are allowable as costs if the court requires or orders electronic filing].) Accordingly, Dufresne has filed a notice that he does not oppose the Motion and agrees to the striking of the electronic filing fees cost in the amount of $1,098.70.

The motion is **GRANTED**.

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted proposed Order.

POKER FLAT PROPERTY OWNERS ASSOCIATION, INC. v. ESTRADA et al

22CV45807

PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT AGREEMENT

This case involves a breach of contract dispute. Now before the Court is a motion to enforce a settlement agreement filed by Plaintiff Poker Flat Property Owners Association, Inc ("Plaintiff") against Ronald Bruce Estrada, as Trustee of the Estrada Family Trust dated October 20, 1988 ("Defendant.")

Plaintiff filed the present action against Defendant on February 1, 2022, for the failure to adhere to the Declaration of Covenants, Conditions & Restrictions (CC&Rs) of the Poker Flat Property Owners Association. The Court held a settlement conference with the parties on August 5, 2024. The Court's minute order reflects that a settlement was reached pursuant to which Defendant would pay $30,000.00 by February 5, 2024, and to maintain his property. (Aug. 5, 2024, Minute Order.) The Court accepted that agreement and further ordered that the failure to timely pay the agreed upon amount would result in a judgment against Defendant. Finally, the Court retained jurisdiction pursuant to Code Civ. Proc. section 664.6.

On January 9, 2025, the parties entered into a Settlement Agreement ("Agreement") (Declaration of Brian Shrigley ("Shrigley Decl.") ¶ 2, Ex. A.) Pursuant to the Agreement, Defendant agreed to pay $30,000.00 to Plaintiff by February 5, 2025. (Ex. A.) Defendant was also obligated to pay $2,848.29 in fees and costs. (*Ibid*.)

Plaintiff now moves to enforce the settlement agreement and for judgment against Defendant. It is unclear what efforts, if any, Plaintiff has undertaken to secure payment from Defendant, but from the records before the Court, it is undisputed that payment has not been made and the property has not been properly maintained.

Pursuant to Code Civ. Procedure section 664.6:

> If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms

> of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

Here, the Agreement provided that Defendant would pay $32,848.29 to Plaintiff by February 5, 2025. (Ex. A.) The agreement explicitly was made pursuant to Code of Civil Procedure section 664.6 and is binding under that provision. (*Id*.) Plaintiff has not paid the mandatory settlement amount, nor has he maintained his property or provided proof of maintenance as set forth in the Agreement. Defendant does not oppose the present motion.

Accordingly, the motion is **GRANTED. Judgment is entered against Defendant in the amount of $32,848.29.**

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted Proposed Order.

POKER FLAT PROPERTY OWNERS ASSOCIATION, INC. v. ROLON

22CV46309

PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT AGREEMENT

This case involves a breach of contract dispute. Now before the Court is a motion to enforce a settlement agreement filed by Plaintiff Poker Flat Property Owners Association, Inc ("Plaintiff") against Mike Rolon ("Defendant.")

Now before the Court is a motion to enforce settlement and for judgment against Defendant.

I. Background

Plaintiff filed the present action against Defendant on September 15, 2022, for the failure to adhere to the Declaration of Covenants, Conditions & Restrictions (CC&Rs) of the Poker Flat Property Owners Association. At the trial readiness conference on September 17, 2024, the parties reported that the matter was settled for zero dollars and that the Court took notice of the oral settlement. Despite the Court's clear order to enter into a written agreement memorializing the oral one, Defendant and his counsel refused to sign the written agreement. (See, Nov. 8, 2024, Ruling on Mtn to Tax Costs.)

On November 8, 2024, the Court found that Plaintiff was the "prevailing party" and ordered Defendant to pay Plaintiff $24,660.85 in attorney's fees and costs. (*Ibid*.)

On February 5, 2025, the parties finalized the written Settlement Agreement ("Agreement") (Declaration of Brian Shrigley ("Shrigley Decl.") ¶ 2, Ex. A.) Pursuant to the Agreement, Defendant agreed to various remediation measures on the property and specifically agreed to "conduct excavation only with prior written Association approval." (Ex. A., Section 1(e).) Pursuant to Section 4 of the Agreement, the fines of $27,925.00 would be forgiven so long as Defendant complied with "all provisions of this Agreement."

Plaintiff now moves to enforce the settlement agreement and for judgment against Defendant. The motion is opposed.

II. Legal Standard

Pursuant to Code Civ. Procedure section 664.6:

> If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

III. Discussion

Plaintiff moves on the grounds that Defendant has allegedly been conducting excavation without authority. Plaintiff also contends that Defendant has violated the Agreement because he has failed to obtain approval for his plans for restoration of the lot collapse from Calaveras County and Tri-Dam. (Shrigley Decl. ¶ 3.) Plaintiff provides photographs of Defendant's property containing "depictions of onsite storage of concrete blocks and drainage pipes used in conjunction with excavation and a plywood pathway for wheel barrows." (*Id.* ¶ 4.)

In opposition, Defendant asserts that pursuant to Section 2 of the Agreement, he paid the sum of $24,660.85 in attorney's fees and costs to Plaintiff and has otherwise complied with the Agreement. (Opp. ¶ 1.) Defendant asserts that he has hired a person to help keep up with the required maintenance and that he is not performing any excavation without approval. Defendant also points out that Plaintiff is itself in breach of the Agreement. Specifically, Section 8 provides:

> Dismissal with Prejudice. Within ten (10) days of the Association receiving payment of the attorney's fees and costs, the Association shall file with the court and serve on Rolon's counsel a request for dismissal with prejudice of its complaint.

However, Rolon asserts that despite his making payment as required, Plaintiff has never filed or served a request for dismissal with prejudice. Plaintiff does not contend that it was never paid; nonetheless, the Court records show no filed a request for dismissal. Defendant could thus arguably contend that he is relieved from his obligations under the Agreement. (*Coles v. Glaser* (2016) 2 Cal.App.5th 384, 392 [a party who has been injured by a breach of contract may treat the contract as rescinded].)

Plaintiff has not filed a Reply addressing any of Defendant's contentions. The evidence presented by Plaintiff does not conclusively establish that Defendant is engaging in excavation activities that Defendant denies, and the Court cannot determine if *Plaintiff* is in violation of the settlement agreement for its failure to file a dismissal.

Accordingly, the Court finds that this cannot be resolved as a short cause matter and an evidentiary hearing needs be scheduled.

The parties are ordered to attend the scheduled hearing on October 3, 2025, at 9:00 a.m. to schedule an evidentiary hearing on the claims of violations of the settlement agreement.

FERNANDEZ, an individual v
THE RESOURCE CONNECTION, et al

24CV47263

PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Faviola Lizeth Fernandez ("Plaintiff") as the representative plaintiff, filed this class action lawsuit against The Resource Connection of Amador and Calaveras Counties, Inc. and The Resource Connection ("Defendants"). Plaintiff's First Amended Complaint ("FAC") alleges causes of action for wage and hour violations, including failure to pay overtime wages, wage statement violations, waiting time penalties and unfair competition. Plaintiff seeks penalties and damages under the Labor Code, Business and Professional Code, and the Private Attorney General's Act ("PAGA").

On May 9, 2025, this Court granted preliminary approval of a settlement between the parties ("Settlement.") Plaintiff has now filed a Motion for Final Approval of Class Action Settlement. The motion is unopposed.

The Motion does not comply with Local Rule 3.3.7 but in the interests of judicial efficiency, the Court will consider the Motion. Plaintiff's counsel is cautioned to take note of this local rule for future filings.

I. Legal Standard

Generally, "questions about whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 234-235, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc*. (2018) 4 Cal.5th 260.) In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and

views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. (*Wershba*, supra, 91 Cal.App.4th at 244-245.) The Court must consider whether the proposed settlement is not the product of fraud or collusion and that the settlement, as a whole, is fair and reasonable. (*Id.* at 245.) However, " 'a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.'" (*Ibid* [citation omitted].)

PAGA Labor Code section 2699, subdivision (s)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

II. Discussion

The Agreement defines the "Class" as "all persons employed by Defendants in California and classified as a nonexempt, hourly employee who worked for Defendants during the Class Period." (Agreement §1.5.) The "Class Period" is defined as the time between February 22, 2020 to January 29, 2025. (Id. §1.12.) Additionally, the "PAGA Pay Period" means "any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period." (Id. § 1.30.) An "Aggrieved Employee" is defined as a person employed by Defendants in California and classified as a non-exempt, hourly employee who worked for Defendants during the PAGA Period." (Id. §1.4.)

The Court conditionally certified the Class as part of the settlement process.

There are 226 Settlement Class members (Declaration of Natalie Haritoonian ("Haritoonian Decl.") ¶ 10.) Plaintiff and Defendant have agreed to settle the class claims for $385,000.00 in exchange for a release of the claims at issue in this litigation. In the Motion, Plaintiff provides an explanation of the Settlement terms, the results of the Notice provided to the Class Members, and a description of the distribution of the $385,000.00 Settlement Fund.

The Net Settlement Amount ("NSA") is estimated at $200,166,67. (McNamee Decl. ¶ 15.) The estimated average recovery for Class Members is $885.69. (Declaration of Ryan McNamee ("McNamee Decl.") ¶ 16.) Additionally, the 179 Aggrieved Employees who were employed during the PAGA period will receive a portion of the $10,000 PAGA amount for an average individual PAGA payment of $664.60. (Id. ¶¶ 17, 18.)

Class Members were permitted to “opt out” if they did not want to participate in the Settlement. There were no Class Members who chose to opt out or dispute the Settlement, resulting in 100% participation. (McNamee Decl. ¶14.)

An uncashed Settlement check will expire after 180 days and the parties agree that all uncashed checks will be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, in the name of, and for the benefit, of the individual who did not cash their check. (Agreement at § 4.4.3.)

The Motion seeks approval of the following: 1) up to $128,333.33 for the Class Counsel Fees Payment; (2) $17,664.35 for the Class Counsel Litigation Expenses Payment; (3) $10,000.00 for the Class Representative Service Payment; (4) $6,500.00 for the Administration Expenses Payment; (5) $15,000.00 to the LWDA PAGA Payment; and (6) $5,000.00 to the Aggrieved Employees for the Individual PAGA Payment.

Apex Class Action, LLC was approved as the Settlement Administrator. Apex reports that notice packets were mailed to the 226 Class Members on June 3, 2025 via U.S. first class mail. (McNamee Decl. ¶ 7.) Class Members had until August 2, 2025 to opt-out or submit a dispute. (*Id.* ¶ 11-13.) As of August 27, 2025, Apex has received ten (10) returned class notices as undeliverable. (*Id.* ¶ 8.) As a result of conducting a skiptrace, 9 updated addresses were obtained, and notices were re-mailed to those Settlement Class Members via First Class U.S. Mail. (*Id.* ¶ 9.) Ultimately, there was one notice that was undeliverable with no forwarding address. (Id. ¶ 10.) Apex has not received any objections to the Settlement, has not received any disputes, and has not received any requests for exclusion. (*Id*. ¶ ¶ 11-13.). Apex therefore reports a participation rate of 100%. (*Id.* ¶ 14.)

Even without an objection to the requested attorney fees and costs, the Court has a duty to protect the rights of all parties, and to prevent abuses which might undermine the proper administration of justice. (*Howard Gunty Profit Sharing Plan v. Superior Court* (2001) 88 Cal.App.4th 572, 581.) Here, counsel argues the fees and costs are reasonable based upon the attorneys’ experience, the amount of time they have invested in managing the litigation and achieving the Settlement, and the risks involved in undertaking contingency-based litigation.

In *Laffitte v. Robert Half Int’l Inc*. (2016) 1 Cal.5th 480, the California Supreme Court addressed the appropriate method to use when awarding attorney fees in a common fund wage and hour class action. The choice of which fee calculation method to apply is generally within the discretion of the trial court. (*Id*. at 504.) Use of the percentage method to calculate a fee in a common fund case is permissible; and public policy supports the requested one-third percentage of the common fund. (*Id*. at 503.) Here,

counsel achieved a $385,000.00 Settlement fund. The average payment to class members is $885.69 with the highest payout valued at $1,903.85. Class counsel undertook the representation at their own expense and risk with no assurances that they would receive any compensation. Class counsel shows that they are experienced with this type of litigation and have sufficient discovery and data to make an informed decision. Class counsel investigated and researched the claims in controversy, related documents and evidence, their defenses, and the relevant legal authorities. In addition, class counsel attended mediation and negotiated this Settlement. Based on the relevant factors, the requested attorneys' fees of one-third of the common fund are just and reasonable. The litigation costs and settlement administrator costs are reasonable and supported. The entire net settlement amount will be paid out to class members. The parties have complied with the Agreement and notice of the final approval hearing was properly given to the class members.

Having reviewed the documents submitted in conjunction with this motion, pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769, the Court finds that the Settlement (including class member payouts, attorneys' fees and costs, settlement administrative costs, the enhancement payment/incentive award, and the PAGA payment) is fair, adequate, and reasonable and in the best interests of the class members. (*Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801.)

Plaintiff's motion for final approval is **GRANTED**. **The Mandatory Settlement Conference scheduled for 10/6/25 at 8:30 a.m. in Dept. 2 is vacated; an OSC re Status of Dismissal is scheduled for December 3, 2025, at 1:30 p.m. in Dept. 4**.

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted Proposed Order.

HSU v DEL MUNDO

24CV47462

DEFENDANT'S DEMURRER TO FAC

Plaintiff Mike Sheng Con Hsu. ("Plaintiff") filed his Complaint arising out of a real property dispute with Defendants Leonardo Del Mundo and Angela Del Mundo ("Defendants"). Now before the Court is Defendants' demurrer to the First Amended Complaint ("FAC.")

The parties have sufficiently attempted to meet and confer.

I. FACTS

Allen Weeks and Barbara Weeks (hereinafter "Weeks") were the homeowners of the property at 11058 Slate Drive, San Andreas, California (hereinafter "Subject Property"). In May 1993, John W. Matthews and Diane Matthews (hereinafter "Matthews") were the homeowners of the property at 11034 Slate Drive, San Andreas, California (hereinafter "Neighboring Property")(FAC ¶ 8.) The Subject Property and the Neighboring Property are adjacent to one another and located at the end of Slate Drive. (Id. ¶ 9.)

On or about May 28, 1993, the Weeks obtained an easement for non-exclusive use for a 20 feet wide roadway on the Neighboring Property to be used by the Weeks ("Easement") (Id. ¶ 10.) The Easement is located on the eastern border of the Neighboring Property's land, closest to the Subject Property. (*Ibid.*) Plaintiff alleges that the Easement has been used as a driveway for access from Slate Drive to the Subject Property from 1993 to present day. (Id. ¶ ¶ 10,11.)

On or about August 10, 2017, Plaintiff purchased the Subject Property from the Weeks and continued to use the recorded Easement. (Id. ¶ 12.) In 2021, the Defendants purchased the Neighboring Property. (Id. ¶ 13.) In December 2022, Defendants built a wired fence on the recorded easement covering about 80% of the driveway reducing Plaintiff's ability to use the recorded easement. (Id. ¶ 14.) The wired fence is allegedly located directly on Plaintiff's driveway, leaving no space between the driveway and the fence. (*Ibid*.) Plaintiff has repeatedly requested that Defendants remove the fence, but Defendants have refused to do so. (*Id*. ¶ 15.)

On or about January 24, 2023, Plaintiff had the Subject Property surveyed by a licensed Land Surveyor. The survey confirmed that there is a valid easement on the Neighboring Property, allowing Plaintiffs to use the easement as a driveway into the Subject Property. (*Id*. ¶ 16.)

In March 2024, Plaintiff asked Defendants to move the fence, to which Defendant Leonardo stated "Nothing is going to change." (FAC ¶ 17.) Plaintiff alleges that to date, the fence remains blocking the Easement.

Plaintiff brings causes of action for: 1) injunctive relief, 2) nuisance, 3) easement by prior use, and 4) declaratory relief; 5) breach of contract; and 6) interference with recorded easement.

II. Legal Standard

"A demurrer tests the sufficiency of a complaint and admits all facts properly pleaded." (*Setliff v. E.I.Du Pont de Nemours & Co.* (1995) 32 Cal. App. 4th 1525, 1533.) The court assumes the truth of the allegations asserted but does not assume the truth of "contentions, deductions, or conclusions of law." (*California Logistics, Inc. v. State of California* (2008) 161 Cal. App. 4th 242, 247.) The court can further look at those facts that "reasonably can be inferred from those expressly pleaded, and matters of which judicial notice has been taken." (*Fremont Indemnity Co.,* 148 Cal. App. 4th 100, 111.) In considering the demurrer, the court must accept the allegations set forth in the complaint as true. (*Serrano v. Priest* (1971) 5 Cal.3d 584, 591.)

The Court must overrule the demurrer if it states a cause of action under any legal theory. (*Thompson v. Spitzer* (2023) 90 Cal.App.5th 436, 452.)

III. Discussion

A. Injunctive Relief and Viable Causes of Action

When considering a claim for injunctive relief the Court balances the: (1) likelihood of success on the merits, (2) irreparable harm if the injunction is not granted, (3) whether a balancing of the relevant equities favors the injunction; and (4) whether the issuance of the injunction is in the public interest. (Cal. Civ. Proc. §527.) "These two showings operate on a sliding scale: '[T]he more likely it is that [the party seeking the injunction]

will ultimately prevail, the less severe must be the harm that they allege will occur if the injunction does not issue.' "(*Integrated Dynamic Solutions, Inc. v. VitaVet Labs, Inc.* (2016) 6 Cal.App.5th 1178, 1183 [citing *King v. Meeks* (1987) 43 Cal.3d 1217, 1227.)

Defendants claim that Plaintiff fails to establish a viable cause of action to support injunctive relief.

Here Plaintiff alleges three causes of action underlying their request for injunctive relief: 1) nuisance and 2) easement based on prior use (implied easement), 3) interference with recorded easement and 4) breach of contract.

1. Nuisance

In order to state a claim for nuisance, Plaintiff must allege facts showing: "[a]nything which is injurious to health . . . or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property." (Civ. Code, § 3479.)" "A nuisance may be both public and private, but to proceed on a private nuisance theory the plaintiff must prove an injury specifically referable to the use and enjoyment of his or her land." (*Koll-Irvine Center Property Owners Assn. v. County of Orange* (1994) 24 Cal.App.4th 1036, 1041.)

To establish an action for private nuisance, the plaintiff must prove an interference with his use and enjoyment of his property; (2) the invasion must be substantial and cause substantial actual damage; and 3) the interference with the protected interest must not only be substantial, but it must also be unreasonable. (*Mendez v. Rancho Valencia Resort Partners, LLC* (2016) 3 Cal.App.5th 248, 262-263.)

Here, Plaintiff alleges that he has a valid and recorded Easement which has been consistently used as a driveway to access his property. Plaintiff alleges that Defendants built a wired fence on the Easement covering 80% of the driveway. (Complaint ¶14.) As a result of the fence covering 80% of their driveway, Plaintiff has had their use and enjoyment of their property substantially limited. While Plaintiff has sufficiently alleged that their use of the driveway has been restricted, they do not allege that they have suffered any "substantial actual damage." (*Mendez, supra* 3 Cal.App.5th 248, 262-263.) That is, there is no factual allegation of substantial economic or non-economic damage caused by the Defendants' conduct.

Because Plaintiffs do not allege substantial actual harm caused by the fence, they do not state a cause of action for nuisance. As such, their claim for nuisance cannot form the basis for the request for injunctive relief. Additionally, as the Plaintiff does not state

a cause of action for nuisance, the demurrer as to that cause of action is sustained, with leave to amend.

2. Easement from Prior Use /Interference with Easement

California Civil Code section 1104 provides:

> A transfer of real property passes all easements attached thereto, and creates in favor thereof an easement to use other real property of the person whose estate is transferred in the same manner and to the same extent as such property was obviously and permanently used by the person whose estate is transferred, for the benefit thereof, at the time when the transfer was agreed upon or completed.

An implied easement may be inferred "where there is an obvious ongoing use that is reasonably necessary to the enjoyment of the land granted." (*Thorstrom v. Thorstrom* (2011). 196 Cal.App.4th 1406, 1419.)

Plaintiffs has alleged that the Weeks, from whom Plaintiff purchased the Subject Property, had an Easement to use the 20-foot strip of road as a driveway. They allege that the use of the Easement had occurred continuously since 1993 and that when Plaintiffs purchased the Subject Property, they took the Easement and continued using the driveway to access their home. Plaintiff has alleged that the Easement is necessary for the use and enjoyment of the Subject Property because it provides the means of access to their home.

Plaintiff adequately sets forth a cause of action based on implied easement, and accordingly can rely on this cause of action in seeking injunctive relief. However, in order to state a claim for injunctive relief, Plaintiff must also sufficiently demonstrate that there will be irreparable harm or that the balance of the relevant equities favors the injunction. Where, as here, the Plaintiff has (for purposes of demurrer) demonstrated a likelihood of success on the merits, the Plaintiff need not produce as much evidence of harm or equities. (*Integrated Dynamic Solutions, Inc.,* supra at 1183.)

Plaintiff has alleged that he has a valid Easement and that Defendants have erected a fence covering 80% of the Easement. While Defendants assert that any such fence has now been removed, the allegation remains that Defendants did erect a fence across a legal Easement which interfered with Plaintiff's lawful rights. Plaintiff has been forced to

seek legal recourse to have the fence removed. The balance of equities weighs in favor of an injunction prohibiting obstruction of the Easement.

Likewise, Plaintiff can also seek injunctive relief based on his claim for interference with easement.

The owner of the dominant tenement must use their easement in such a way as to "impose as slight a burden as possible on the servient tenement." (*Scruby v. Vintage Grapevine, Inc*. (1995) 37 Cal.App.4th 697, 702.) "[T]he owner of the servient tenement may make any use of the land that does not interfere unreasonably with the easement." (*Camp Meeker Water System, Inc. v. Public Utilities Com*. (1990) 51 Cal.3d 845, 867.) Accordingly, the Defendants, as the owners of the servient tenement, may not use their property in a "way that obstructs the normal use of the easement." (*Blackmore v. Powell* (2007) 150 Cal.App.4th 1593, 1599.)

Plaintiffs allege that Defendants have, at least at times, erected a fence which blocks 80% of the Easement which inhibits access to Plaintiff's property. Whether or not the fence currently exists is irrelevant at this stage because at a demurrer, the allegations in the Complaint must be believed as true. (*Serrano v. Priest* (1971) 5 Cal.3d 584, 591.) Accordingly, Plaintiff has sufficiently alleged a cause of action for interference with easement.

3. Breach of Contract

A breach of contract's essential elements are: (1) parties entered into an agreement,

(2) plaintiff did all or substantially the things the contract required them to do, (3) defendant failed to do something the contract required him to do, (4) plaintiff was harmed, and (5) defendant's breach was a substantial factor in causing plaintiff's harm. (CACI 303).

Defendants argue that there is no breach of contract because the fence has been removed and Plaintiff has not alleged that he suffered any harm. Again, on demurrer, the Court is required to assume the allegations in the complaint are true and therefore that there is a fence covering 80% of the Easement. Plaintiff has alleged the existence of a contract (Easement), that Plaintiff has used the Easement, and that Plaintiff has been harmed by the Defendants' placement of a fence covering 80% of the Easement. For purposes of demurrer, the FAC adequately sets forth a cause of action for breach of contract.

Accordingly, Defendants demurrer as to the cause of action for injunctive relief, for easement from prior use, for interference with easement, and for breach of contract are overruled.

B. Declaratory Relief

Code of Civil Procedure section 1060 allows for the bringing of an action for declaratory judgment in order to ascertain the ongoing rights and duties of parties to an actual controversy. " 'One test of the right to institute proceedings for declaratory judgment is the necessity of present adjudication as a guide for plaintiff's future conduct in order to preserve his legal rights.'" (*Meyer v. Sprint Spectrum L.P.* (2009) 45 Cal.4th 634, 647.)

Defendants argue that there is no active controversy because the wired fence has been removed. This fact is contested by Plaintiffs. Regardless, at the demurrer stage, the Court looks only to the facts as alleged in the pleadings. The Complaint clearly alleges that there is an ongoing controversy surrounding the existence of fence on the Plaintiff's driveway.

The demurrer to the cause of action for declaratory relief is overruled.

IV. Conclusion.

Plaintiff has not stated a cause of action for nuisance and the demurrer is **sustained**, **with 20 (twenty) days' leave to amend.**

Plaintiff has stated a cause of action for injunctive relief, implied easement, interference with easement, declaratory relief, and breach of contract and the demurrer is **overruled** as to those causes of action.

The clerk shall provide notice of this ruling to the parties forthwith. Defendant to prepare a formal Order in compliance with Rule of Court 3.1312 in conformity with this Ruling.

RENFROE v FCA US, LLC

24CV47466

PLAINTIFF'S MOTION FOR ATTORNEY'S FEES, COSTS, and EXPENSES

This case involves a dispute over a vehicle warranty dispute. Now before the Court is Plaintiff Joshua Renfroe's motion for attorney's fees.

The Motion does not comply with Local Rule 3.3.7. All matters noticed for the Law & Motion calendar shall Include the following language in the notice:

> 3 3 7 Tentative Rulings (Repealed Eff 7/1/06, As amended 1/1/18) All parties appearing on the Law and Motion calendar shall utilize the tentative ruling system. Tentative Rulings are available by 2:00 p.m. on the court day preceding the scheduled hearing and can be accessed either through the court's website or by telephoning 209-754-6285. The tentative ruling shall become the ruling of the court, unless a party desiring to be heard so advises the Court no later than 4:00 p.m. on the court day preceding the hearing including advising that all other sides have been notified of the intention to appear by calling 209-754-6285. Where appearance has been requested or invited by the Court, all argument and evidence Is limited pursuant to Local Rule 3 3. All matters noticed for the Law & Motion calendar shall Include the following language in the notice:
>
> **Pursuant to Local Rule 3 3 7, the Court will make a tentative ruling on the merits of this matter by 2:00 p.m. the court day before the hearing. The complete text of the tentative ruling may be accessed on the Court's website or by calling 209-754-6285 and listening to the recorded tentative ruling. If you do not call all other parties and the Court by 4:00 p.m. the court day preceding the hearing, no hearing will be held and the tentative ruling shall become the ruling of the court** [emphasis in original.]

Failure to include this language in the notice may be a basis for the Court to deny the motion.

Accordingly, the motion is **DENIED**, Without Prejudice to refile.

The clerk shall provide notice of this ruling to the parties forthwith. No further formal Order is required.

10:00 a.m. Calendar

MATTER OF SILVEIRA

21PR8357

OBJECTORS' MOTION FOR SUMMARY JUDGMENT

This matter includes four consolidated probate petitions and one related civil complaint and a convoluted factual and procedural history.

Now before the Court is a Motion for Summary Judgment brought by "Objectors" Francille Elaine Peters, Individually, as Beneficiary, as Executor, and as Co-Trustee; and David J. Silveira, Jr., Individually and as Personal Representative (hereinafter "Objectors.") Rodd Peters has filed a notice of joinder in the Motion. For ease of reference, Manuel Silveira ("Manuel") and Audrey Petricevich ("Audrey") are referred to collectively as "Opposing Parties."

Both parties objected to various pieces of evidence brought by the other parties. However, none of the objected-to evidence was material to the disposition of the motion, and accordingly the Court does not rule on any of the evidentiary objections to evidence. (Code Civ. Proc. §437(q).)

I. Background

The parties recite numerous facts which are largely irrelevant to the motion at hand. Accordingly, the Court will set forth only those facts material to the Objector's motion.

Carolyn Silveira ("Carolyn") [1] and David J. Silveira Sr. ("David, Sr.") were a married couple with five children: Audrey Petricevich ("Audrey"), Manuel Silveira ("Manuel"), Francille Elaine Peters ("Francille"), David Silveira Jr. ("David Jr. ") and "Dominick Silveira ("Dominick").

[1] Due to the common surnames, first names will be used for all parties. No disrespect is intended.

In 1969, David Sr. and Carolyn purchased an 80-acre parcel of real estate (the "80 Acre Parcel") as a married couple in joint tenancy (UMF 1.) Approximately 10 years later, in 1979, they purchased an adjoining 10-acre parcel in the same manner (the "10-acre Parcel") (UMF 2.) For purposes of this Motion, the parties refer to the combined 10-acre Parcel and the 80-acre parcel as the "Ranch." (UMF 3.)[2]

Carolyn suffered a heart attack in 2004. (UMF 5.) By 2008, David Sr. was suffering from Chronic Obstructive Pulmonary Disease ("COPD"). (*Ibid*.) The parties dispute the ultimate effect that these health setbacks had on their ability to care for and maintain the Ranch. (UMF 5.)

It is undisputed that in 2008, Manuel returned to the family home and began living in the rental property on the Ranch full-time. (UMF 6.) It is also undisputed that Manuel would assist in maintaining the farm, raising his and his parents' cattle, and assisting in paying Ranch-related bills. (UMF 6.) Manuel also was in the Air Force Reserves and had to travel frequently between California and Texas. (Opp. UMF 6.) By moving back to California, Manuel was also limited in his ability to continue his work as a pharmacist because he was only licensed to practice in Texas. (Declaration of Manuel Silveira ("Manuel Decl." ¶ 13.) There is no significant evidence that any of the other children were regularly present at the Ranch or engaged in work thereon.

Manuel asserts that in consideration for his agreement to return to the Ranch and care for the property, his parents promised that the Ranch would be his. (Opp UMF 7; Manuel Decl. ¶ 11.) Objectors contend that such promise, if made, was done behind Carolyn's back and without her consent. (UMF 7.)

In 2016, Carolyn created a separate trust ("Carolyn's Trust") (UMF 8.) She then purportedly executed several quitclaim deeds related to the Ranch. (UMF 9.) Specifically, Carolyn first deeded her community interest in the properties to herself as separate property and then to her Trust. (*Ibid.*)[3] The parties dispute the legitimacy of the signatures on the various quitclaim deeds. (Opp UMF 9, 10.) There does not appear to have been any formal gift of the Ranch by Carolyn to Manuel. (UMF 12.)

In 2019, David Sr. met with an attorney to discuss his own estate plans. At some point, David Sr. then executed a holographic will that left all his assets to both Audrey and Manuel. (UMF 15.) In 2020, David Sr. executed his own separate trust ("David Sr.'s

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[2] In 1987, David Sr. and Carolyn, along with their five children, purchased an adjoining 120 acre parcel (the "120-Acre Parcel.") David Sr. and Carolyn together owned a 1/6 interest in the 120 Acre Property. (*Ibid*.)

[3] Carolyn also executed similar deeds related to the 120-acre Parcel, where she deeded her 1/12th interest in the parcel to herself as separate property and then again to her Trust. (UMF 10.)

Trust") (UMF 16.) At that time, David Sr. transferred his interests in the Ranch to the Trust. (UMF 17.) Pursuant to David Sr.'s Trust, all of his assets would be split between Audrey and Manuel (UMF 18.) The parties dispute whether the assets were required to be split equally or whether it was along whatever terms Manuel and Audrey agreed. (Opp UMF 18.)

In December 2019, Manuel had an appraisal done on the Ranch. The appraisal summary references explicitly that the "percentages should aid you during your purchase negotiations." (UMF 24.) On March 2, 2020, Manuel, through his attorney, Mr. Sproul, sent a letter directly to Carolyn and her Trust, offering to purchase her half interest in the Ranch for $345,000 and her interest in another parcel for $25,000. (UMF 27.)

Carolyn filed for Divorce from David Sr. on February 10, 2020. During the divorce proceedings, David Sr. filed paperwork which reiterated Manuel's interest in purchasing the Ranch. (UMF 29.)

On June 30, 2020, Manuel signed an affidavit stating:

> "My understanding that my labor and financial expenses were going towards improving the ranch in advance of me ultimately purchasing the ranch from Mom and Dad. I saw this as an investment in my future ownership of the ranch and a way to demonstrate my dedication to keeping the ranch in the family." (UMF 30.)

Manuel, however, asserts that this statement is taken out of context because he Manuel understood that he was "purchasing" the ranch from his parents with his time, labor, and investment, consistent with their agreement. (Opp UMF 30.) The affidavit does not state anything about an agreement for Carolyn and/or David Sr. to gift or devise the Ranch to Manuel upon their death. (UMF 31.)

In September 2020, David Sr. responded to discovery requests in the divorce proceedings and stated that there were reimbursements owed to Audrey and Manuel when asked about community reimbursements and credits. (UMF 32.) However, the discovery requests did not indicate that Ranch is owed to Manuel by gift, devise, or even as a form of reimbursement. (*Ibid*.)

The divorce was never finalized, as it was dismissed when Carolyn passed away on September 21, 2020. (UMF 33.) Francille then began the probate process for Carolyn's estate as personal representative and Carolyn's pour-over will was eventually accepted by the Court. (UMF 34.) In October 2020, Francille caused a Declaration to Establish Fact of Death of Trustee to be recorded with the County Recorder's office. Francille then

held Carolyn's Trust's interest in all the properties as Trustee of Carolyn's Trust. (UMF 35.)

On May 5, 2021, David Sr. applied for an Elder Abuse Restraining order against Francille and against David Jr. (UMF 36.) The statement did not recite an agreement between Carolyn and Manuel regarding any transfer of the Ranch. However, Manuel argues that this was irrelevant as the statement included information on property transfers after 2016 and the original agreement about the Ranch was made in 2008. (*Ibid*.)

On March 17, 2021, David Sr. filed a Verified First Amended Petition for (1) Recovery of Trust Property Pursuant to Probate Code § 850, (2) Conversion, (3) Quiet Title, and (4) Partition Action. (UMF 39.) On November 2, 2021, David passed away before his Petition could be determined. His daughter Audrey was then appointed executor of his estate and successor Trustee of his trust. Audrey continues to pursue David's Petition. (UMF 40.)

In March 2022, on behalf of Francille and David Jr., attorney Eurik O'Bryant, obtained litigation guarantees on the ownership of the various properties. (UMF 43-45.) The parties dispute the relevance and admissibility of those third party assessments.

Francille continued to probate Carolyn's estate. On September 20, 2021, Manuel filed a creditor's claim against Carolyn's Estate based on his alleged oral agreement between himself and his parents that Carolyn and David Sr. would leave him their interests in the 10-acre Parcel and the 80-acre Parcels. (UMF 47.) Ultimately, Manuel valued his claim at $508,110.00. (*Ibid*.)

On April 14, 2022, Manuel filed his First Amended Petition to (1) Determine Ownership of Property and Direct Holder(s) to Transfer Title (Probate Code § 850, et seq.), (2) Breach of Oral Contract, and (3) Promissory Estoppel ("Manuel's Petition"). (UMF 48.)

II. Legal Standard

Summary judgment is proper when there are no triable issues of material fact, and the moving party is entitled to a judgment as a matter of law. (Code Civ. Proc., § 437c(c).)

As the moving parties, Objectors have the initial burden to show Manuel's claims have no merit by showing either (1) that one or more elements of each cause of action cannot be established or (2) there is a complete defense to the claims. (Code Civ. Proc., § 437c(p)(2); see also *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 849-850.) If Objectors meet that burden, then the burden shifts to Manuel to show that a triable

issue of material fact exists as to the element or defense at issue. (*Ibid.*) In ruling on a motion for summary judgment, the court must view the evidence in the light most favorable to the opposing party. (*Aguilar, supra,* 25 Cal.4th at p. 843.)

To meet this burden of showing a cause of action cannot be established, a defendant must show not only "that the plaintiff does not possess needed evidence" but also that "the plaintiff cannot reasonably obtain needed evidence." (*Aguilar*, supra, 25 Cal.4th at p. 854.) It is insufficient for the defendant to merely point out the absence of evidence. (*Gaggero v. Yur*a (2003) 108 Cal.App.4th 884, 891.) The defendant "must also produce evidence that the plaintiff cannot reasonably obtain evidence to support his or her claim." (*Ibid*.)

If the evidence is in conflict, the factual issues must be resolved by trial." (*Binder v. Aetna Life Ins. Co*. (1999) 75 Cal.App.4th 832, 839.) Further, "the trial court may not weigh the evidence in the manner of a factfinder to determine whose version is more likely true. [Citation.] Nor may the trial court grant summary judgment based on the court's evaluation of credibility. [Citation.]" (*Id*. at p. 840.)

III. Discussion

A. Breach of Oral Contract

"The elements of a breach of oral contract claim are the same as those for a breach of written contract: a contract; its performance or excuse for nonperformance; breach; and damages." (*Stockton Mortgage, Inc. v. Tope* (2014) 233 Cal.App.4th 437, 453.)

Objectors argue that Manuel cannot state a claim for breach of oral contract because there was no contract. In support of this contention, Objectors rely on the fact that neither David Sr. nor Manuel ever attempted to put the alleged promise of gifting the Ranch in writing and that all existing writings state nothing about any gift.

In opposition, Opposing Parties argue that the existence of inconsistent estate planning documents in 2016 and 2020 do not prove that the 2008 agreement did not exist. According to Manuel, in or around 2004, his parents began telling him that the Ranch was in disrepair and that they did not have money to repair it. (Manuel Decl. ¶ 9.) After returning from Iraq in 2006, Manuel returned to his full-time job as a pharmacist and reservist in Texas. (*Id*. ¶ 10.) However, according to Manuel, at that time his parents also implored him to return to California and help manage the Ranch. (*Id.* ¶ 11.) He avers that his parents promised him that in exchange for his giving up his life in Texas,

moving to California, and assuming significant responsibilities at the Ranch, he would be given the Ranch. (*Id.* ¶ 11.) It is further undisputed that Manuel did in fact give up his pharmacy career in Texas, returned to California (where he was not a licensed pharmacist and therefore had limited job opportunities) and dedicated substantial time and money to the upkeep and care of the Ranch. (Opp UMF 17-23.)

While Objectors produce substantial evidence of later written agreements that might contradict Manuel's position, they do not produce any evidence that contradicts Manuel's statements about the reasons, and alleged promises, behind his move to California in or around 2008. While undoubtedly self-serving, that alone does not render Manuel's declaration inadmissible. (*Oiye v. Fox* (2012) 211 Cal.App.4th 1036, 1050 ["modern courts have recognized that all evidence proffered by a party is intended to be self-serving in the sense of supporting the party's position"].) Nor does the Court weigh in on Manuel's credibility. (*Lake v. Jackson* (1961) 191 Cal.App.2d 372, 375["resolution of conflicts and the determination of the credibility of witnesses is for the trier of fact'].)

Objectors have not carried their burden to show that Manuel cannot establish the existence of an oral agreement with his parents. Accordingly, **the motion for summary judgment/adjudication as to the breach of oral contract claim is denied**.

B. Promissory Estoppel

The elements of a promissory estoppel claim are: 1) a promise; 2) reliance by the party to whom the promise is made, 3) the reliance must be both reasonable and foreseeable; and 4) resulting injury. (*US Ecology, Inc. v. State of California* (2005) 129 Cal.App.4th 887, 901.) To be binding, a promise must be "definite enough that a court can determine the scope of the duty and the limits of performance must be sufficiently defined to provide a rational basis for the assessment of damages." (*Garcia v. World Savs. Bank, FSB* (2010) 183 Cal.App.4th 1031, 1045.)

Objectors argue that, here, the alleged promise is not clear and unambiguous. In support, they make two arguments. First, they assert that the alleged promise is contradicted by later written documents. However, as stated above, the fact that Carolyn and David Sr. may have attempted to later change their agreements, does not prove as a matter of law that they did not make earlier agreements in or around 2008. Second, Objectors argue that because Manuel also benefitted from maintaining the Ranch, there was no contract. They do not, however, explain how the mere fact that Manuel may have benefitted from ensuring the upkeep of the Ranch would undermine the existence of an oral agreement.

Objectors' entire argument was based on the lack of a clear promise, and the other elements of promissory estoppel were not raised or discussed. Accordingly, as they have not carried their burden to show that Manuel cannot establish a claim for **promissory estoppel, their motion as to this claim is denied**.

For the same reason, the motion for summary judgment on the Probate Code section 850 claim is also denied. Objectors have not carried their burden to show that Manuel cannot produce evidence supporting his claims based on the alleged oral promise.

D. David Sr.'s Quiet Title Claim

Objectors also move for summary judgment on David Sr.'s Petition which seeks to quiet title on all parcels and to partition the 120-acre parcel based on the ownership interests of all. As set forth in the ruling on Objectors' earlier Motion for Judgment on the Pleadings, and as detailed herein, there remain too many issues of material fact regarding ownership of the properties for summary judgment to be appropriate.

Accordingly, **summary judgment on David Sr.'s claims is also denied**.

The clerk shall provide notice of this ruling to the parties forthwith. Opposing Parties to prepare a formal Order in compliance with Rule of Court 3.1312 in conformity with this Ruling.

MATTER OF SILVEIRA

21PR8357

DEFENDANT'S MOTION TO BIFURCATE TRIAL

This matter includes four consolidated probate petitions and one related civil complaint and a convoluted factual and procedural history.

Now before the Court is a motion to bifurcate brought by Objectors Francille Elaine Peters, Individually, as Beneficiary, as Executor, and as Co-Trustee; and David J. Silveira, Jr., Individually and as Personal Representative (hereinafter "Objectors.")

I. Background

The facts of the multiple interrelated cases have been set forth in numerous pleadings and court rulings. Accordingly, the Court will only give a brief recitation of the facts relevant to the motion to bifurcate.

Carolyn Silveira ("Carolyn") [4] and David J. Silveira Sr. ("David, Sr.") were a married couple with five children: Audrey Petricevich ("Audrey"), Manuel Silveira ("Manuel"), Francille Elaine Peters ("Francille"), David Silveira Jr. ("David Jr. ") and "Dominick Silveira ("Dominick").

In 1969, David Sr. and Carolyn purchased an 80 acre parcel of real property ("80 Acre Property".) In 1979, David Sr. and Carolyn purchased an adjoining 10 acre parcel ("10 Acre Property".) Both properties were held by the married couple as "joint tenants."

In 1987, David Sr. and Carolyn, along with all five children, purchased an adjoining 120 acre parcel with each to hold a 1/6 interest, except David and Carolyn who jointly held a 1/6 interest. ("120 Acre Property.")

In 2016, Carolyn created the Carolyn L. Silveira Separate Property Revocable Trust ("Carolyn's Trust") and purported to transfer her interests in the three properties therein. In January of 2020, David Sr. created his own trust ("David Sr. Trust") and also

[4] Due to the common surnames, first names will be used for all parties. No disrespect is intended.

purported to transfer his own interests in the three properties to that trust. At some point Dominick's 1/6 interest in the 120 Acre Property was transferred to Manuel.

Carolyn filed for Divorce from David Sr. on February 10, 2020. Unfortunately, Carolyn passed away before the divorce proceedings were finalized.

In October of 2020, Francille was appointed Trustee of Carolyn's Trust and began the probate process for Carolyn's estate.

On January 7, 2021, David Sr. filed a Petition to (1) Recovery of Trust Property Pursuant to Probate Code § 850, (2) Conversion, (3) Quiet Title, and (4) Partition Action with Case No. 21PR8357 ("Lead Case.")

In August 2021, David Sr. filed a petition to probate Carolyn's estate (Case No. 21PR8424) as well as a "Spousal Property Partition" (Case No. 21PR8425.) David Sr. passed away in November of 2021 and Audrey then filed a petition to probate David Sr.'s estate (Case No. 21PR8452.) On May 31, 2022, Francille and David Jr. filed a civil action against Audrey as Trustee of David Sr.'s estate for partition of real property and payment of rent (Case No. 22CV46053.)

In September of 2022, Audrey filed a motion to dismiss or in the alternative to consolidate the multitude of similar actions. In that Motion, Audrey argued that consolidation was appropriate because all five cases "relate to and involve the determination of title to real property parcels that David Silveira, Sr. (deceased) and Carolyn Silveira (deceased) owned jointly during marriage." (Motion to Consolidate, p. 2.) No opposition to the Motion was filed. Rather, on October 17, 2022, counsel for Francille and David Jr. (who remains their current counsel) filed a declaration in support of consolidation, noting that:

> "Consolidation makes sense in the interest of preserving judicial resources…This is because should Manny Silveira's claim to title fail, Plaintiff's would be required to file the very same complaint that is presently before the court to have the property sold and the proceeds distributed. Whereas, with the matters consolidated, should Manny Silveira's claim to fail, the remedy would be sale of the property, reimburse Manny Silveira for costs incurred to the benefit of the property (if any), and then divide the net proceeds."

(Declaration of Eurik O'Bryant, ("O'Bryant Decl.") dated 10/17/2022.)

II. Legal Standard and Discussion

Under Code Civ. Proc. section 1048(b), the Court, "in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any cause of action . . . or of any separate issue or of any number of causes of action or issues."

Trial courts have broad discretion to determine whether to bifurcate in the interests of judicial economy. (*Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504.) The objective of bifurcation "is avoidance of the waste of time and money caused by the unnecessary trial of damage questions in cases where the liability issue is resolved against the plaintiff." (*Trickey v. Superior Court of Sacramento County* (1967) 252 Cal.App.2d.650, 653.)

The moving party bears the burden of showing that bifurcation is necessary and appropriate. (*Spectra-Physics Lasers, Inc. v. Uniphase* Corp. (N.D. Cal. 1992) 144 F.R.D. 99, 101; see also *Altangerel v. Martinez*, 2021 Cal.Super.LEXIS 77925, *3.)

III. DISCUSSION

Objectors request that the Court bifurcate the cases because Manuel's Petition presents a threshold issue that must be resolved before the remaining issues can be resolved and because David Sr.'s Petition is sufficiently distinct to warrant a separate trial.

As previously acknowledged by the parties herein, the underlying issues in the five cases overlap substantially. The same facts, contentions, potential witnesses and evidence, and arguments are nearly identical in all the cases. These commonalities involve complex matters. Objectors have simply not established that judicial economy will be served by bifurcation, nor that a joint trial will unduly prejudice Objectors.

The Court finds that bifurcation of the matters would not promote the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the trial. Accordingly, the motion is **DENIED**.

The clerk shall provide notice of this ruling to the parties forthwith. Opposing Parties to prepare a formal Order in compliance with Rule of Court 3.1312 in conformity with this Ruling.