SAN ANDREAS SANITARY DISTRICT, et al v LOCKWOOD, et al

25CV48360

PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION

This is an action for breach of contract, nuisance, and declaratory judgment related to two permanent public utility easements and one access easement over three separate parcels of real property for the benefit of the San Andreas Sanitary District ("District.") Defendants are Lisa Lockwood ("Lockwood"), Donald Neu ("Neu") and Neuwood Ranch Goats, LLC. ("LLC") (collectively "Defendants.") Lockwood and Neu are the record owners of the Properties. LLC operates a goat grazing business, with Lockwood and Neu as members of the LLC.

Now before the Court is an order to show cause why a preliminary injunction should not issue against Defendants.

I. <u>Background Facts</u>

Lockwood and Neu own the real property commonly known as 1516 Highway 12, San Andreas, California 95249 located in Calaveras County identified by Assessor's Parcel Numbers: 040-008-060-000 ("Property 1"); 040-013-009-000 ("Property 2"; and 040-012-026- 000 ("Property 3" (collectively, the "Properties.") (Complaint ¶ 6.) The District holds three recorded easements (two permanent public utility easements and one access easement) granting it access to operate, maintain, inspect, and repair its wastewater treatment monitoring system over three separate and commonly owned parcels. (*Id.* ¶ 1.) The LLC operates a goat grazing business on the Properties. (*Id.* ¶ 7.)

In February of 2004, Isabel M. Neilsen, individually and as Trustee of the Isabel M. Neilsen Revocable Trust ("Neilsen") conveyed to the District a permanent easement for the purposes of placing, maintaining, and operating a flow meter on the Calaveras River together with a monitoring station and an access easement for ingress and egress. (Complaint ¶ 11.) Subsequently, Nielsen accepted the District's offer to purchase a temporary construction easement and an additional permanent utility easement for the installation and maintenance of an underground sewer main with surface manholes. (*Id.* ¶ 12.) In November of 2017, Nielsen conveyed the Properties by grant deed to Lockwood and Neu. (*Id.* ¶ 13.)

The District holds a 15-foot-wide permanent public utility easement and 15-foot-wide access easement over approximately 0.50 acres of Property 2 benefiting the District ("Check Dam Easements.") (Complaint ¶14, Ex. 3.) The Check Dam Easements allows the District access to Property 2 for the purposes "placing, maintaining and operating a flow meter on the Calaveras River together with a monitoring station…"; and (b) a non-exclusive access easement for ingress and egress. (Complaint ¶ 15.) The Check Dam Easements are essential to the District's ability to record the Calaveras River's flow discharge (as required by the District's NPDES permit) and the District's ability to operate its monitoring station. (*Ibid.*)

The District holds a 20-foot-wide permanent public utility easement over approximately 1.02 acres of the Properties ("Outfall Easement.") (Complaint ¶ 20, Ex. 4.) Nielsen conveyed the Outfall Easement to the District in April of 2024. (*Ibid*.) The Outfall Easement is a non-exclusive permanent public utility easement for the purposes of "placing, maintaining and operating an underground sewer main with surface manholes[]…" (*Id.* ¶ 21.)

According to the Defendants, a portion of the Outfall Easement runs through a fenced pasture on the Ranch (Declaration of Donald Neu ("Neu Decl.") ¶10.) Defendants contend this is their "largest permanently fenced pasture." (*Ibid*.) Defendants assert that there is an existing heavy duty livestock gate at the southeastern edge of the pasture which provides the sole ingress/egress for the pasture. (*Ibid*.) The Outfall Easement runs through this gate. (*Ibid*.) There is no gate at the northwestern edge of the pasture. (*Ibid.*)

District alleges that for approximately two years on and off, Lockwood and Neu (and Does 1-10) have breached the Deed of Easement conveying the Check Dam Easements by allowing obstructions that prevent entry to the Check Dam Easement's roadway. Specifically, defendants allegedly allow livestock to roam their property which prevents the District's ability to enter the roadway to access its easements. (Complaint ¶ 26.) Lockwood and Neu have also allegedly placed either a barbed wire or an electric fence on the Properties which prevents the District from utilizing the Outfall Easement. (*Id*. ¶ 30.)

Defendants contend that the pasture has been fenced since they purchased the Properties and they believe it has been fenced since at least 1970 (ie., before the easements). (Neu Decl. ¶ 10.) Thus, Defendants argue that the fence was a known existing obstacle prior to the easements and Plaintiff never objected to its existence when obtaining the easements.

According to Defendants, prior to their acquisition of the Ranch, and for several years after, District used an unrecorded "alternative access point to reach the Outfall Easement" with permission from the owners. (Neu Decl. ¶ 6; Complaint ¶ 30.) Defendants refer to this as the "Extra Easement Areas of Travel." (Neu Decl. ¶6.) However, according to Defendants, the Plaintiff's use of this alternative access caused damage to the properties and accordingly Defendants insisted that Plaintiffs use the actual access point in the Outfall Easement. (*Id*. ¶¶ 7, 8.)

On October 17, 2025, this Court issued a Temporary Restraining Order and Order to Show Cause Why a Preliminary Injunction Should not Issue Enjoining Defendants from obstructing the San Andreas Sanitary District's public utility easement ("Outfall Easement"). The TRO enjoined Defendants from obstructing the Outfall Easement by the electric fence, and from interfering with the District's operation and maintenance of its underground sewer pipeline located at the North Fork Calaveras River.

Subsequent to the TRO, the District confirmed that the electric fence has been removed from the Outfall Easement (Declaration of Hugh Logan in Support of OSC ("Logan Decl."), ¶ 4.)

District filed a supplemental brief in support of the OSC. Defendants oppose imposition of the injunction.

II. Legal Standard and Discussion

When determining whether to issue a preliminary injunction, the court considers two interrelated questions: (1) the likelihood that the plaintiff will prevail on the merits, and (2) the relative balance of harms that is likely to result from the granting or denial of interim injunctive relief. (*White v. Davis* (2003) 30 Cal.4th 528, 554; *see also Robbins v. Sup. Ct*. (1985) 38 Cal.3d 199, 206; Code Civ. Proc., § 526.)

A. Likelihood of Prevailing on the Merits

District's complaint brings causes of action for breach of contract, private nuisance, and declaratory relief.

In order to prevail on a cause of action for breach of contract, the District must demonstrate: 1) the existence of the contract, (2) plaintiff's performance or excuse for nonperformance, (3) defendant's breach, and (4) the resulting damages to the plaintiff. (*Oasis West Realty, LLC v. Goldman* (2011) 51 Cal.4th 811, 821.)

Here, District has alleged and produced evidence of valid easements, giving the District the right to access and maintain the sewer lines and flow meters. Defendants do not dispute that the easements are valid – rather, they argue that the fence is not new and the Outfall Easement only prohibits the construction or placement of a permanent improvement. It does not, according to Defendants, require removal of a pre-existing permanent improvement and they contend the barbed fence was just that.

District has also alleged and produced evidence that it has complied with the various easements, but that Defendants have breached the easements by blocking access to the Properties. The Court agrees with this assessment, even if the fence pre-dated the Outfall Easement (which is not definitively established). All parties agree that the District has a valid easement to access and maintain the sewer lines and flow meters. There is also no dispute that in order to do so, the District has to actually access the areas covered by the easements, including with equipment and machinery. Prior to 2024, the

District was not blocked by the fences on the Outfall Easement because it was using the "alternative access" to perform its work. Once Defendants refused to allow the District to use the alternative route, the *only* method for reaching the sewer lines was through the Outfall Easement. The fence is blocking access which is resulting in the District not being able to effectually use their easements.

Finally, Defendants have alleged that they have been damaged because they cannot access their equipment to perform maintenance or other operations unless its employees use an industrial size ladder to climb over the barbed wire fence. (Logan Decl. ¶ 8.) Requiring the Plaintiff's employees to scale the ladder violates the District's safety and injury prevention policies. (*Id*. ¶¶ 9-11.) Plaintiff asserts that "[i]f the District is required to implement the current unsafe access procedure (i.e., access via ladder over the barbed wire fence) during the pendency of this litigation, there is a significant risk that an employee may be injured and the District may incur liability under workers' compensation laws if an employee is injured." (*Id*. ¶ 12.)

Accordingly, District is likely to prevail on its cause of action for breach of contract.

Likewise, the District is likely to prevail on its cause of action for private nuisance. "When a person interferes with the use of an easement he deprives the easement's owner of a valuable property right and the owner is entitled to compensatory damages. The interference is a private nuisance and the party whose rights have been impeded can recover damages as measured in the case of a private nuisance." (*Moylan v. Dykes* (1986) 181 Cal.App.3d 561, 574.)

Finally, Plaintiff is likely to prevail on its request for declaratory relief because there is an actual controversy over the rights conveyed to the District through the easements.

B. Balance of Harm to the Parties

The Court must next look at the relative balance of harms that is likely to result from the granting or denial of interim injunctive relief. (*White v. Davis* (2003) 30 Cal.4th 528, 554.) "[T]he more likely it is that [applicant] will ultimately prevail, the less severe must be the harm that they allege will occur if the injunction does not issue." (*King v. Meese* (1987) 43 Cal. 3rd 1217, 1227.) The general purpose of a preliminary injunction is often to preserve the status quo. (*Harbor Chevrolet Corp. v. Machinists Local Union 1484* (1959) 173 Cal.App.2d 380, 384.)

District's motion states that it is being harmed through Defendants' conduct because, while the electric fence was removed, there remains a barbed wire fence which poses a safety threat to its workers and impedes access to the Outfall Easement. (The District states that it is now forced to either subject its employees to unsafe working conditions (and potentially opening themselves up to liability) or risk noncompliance with requirements of the Regional Water Quality Control Board. (*Id.* ¶ 15.)

In opposition, Defendants raise serious concerns about their ability to run their business if they are required to remove the fence around their largest grazing area. According to Defendants, they typically keep between 100-250 goats on the ranch and their main business is leasing the goats for long-term and short-term grazing on properties in Calaveras, Amador, and Tuolumne Counties. (Neu Decl. ¶ 9.) Defendants aver that goats are "voracious eaters and between off-site stints must be regularly moved around the ranch for grazing to keep fed." (*Ibid*.) They assert that while "removal of the fence across the easement is a simple task, doing so will render the pasture unusable for keeping goats." (*Id.* ¶ 14.) Defendants also assert that they are willing to install a gate for access, but that it is cost-prohibitive if they are required to pay for the entire gate (estimated at $5000 with labor) themselves. (*Ibid.*)

The Court is cognizant of the impacts on Defendants' business if the fence is removed. However, while this is a relatively close call, the public's interest in safe and working sewers and waterways, and the District's need to maintain safe working conditions, outweigh the Defendants' private financial interests.

Accordingly, the District's has shown cause as to why the preliminary injunction should be **GRANTED**.

III. Conclusion

The preliminary injunction is granted. Defendants are ordered to remove the barbed wire fence or, alternatively, are required to provide a safe means of access through the fence that does not require the use of a ladder. Defendants are further enjoined from taking any steps that would unreasonably interfere with the District's ability to perform all operations and maintenance as allowed and anticipated via the easements currently in place.

Plaintiff is ordered to pay a bond of $5,000.00. Both parties are required to participate in a **mandatory settlement conference set for October 19, 2026, at 8:30 a.m. in Department 2**, at which time the Court anticipates a discussion of the cost of a gate or other means of safe access over the Outfall Easement. MSC Statements must be filed and served by 3:00 p.m. on October 9, 2026.

The clerk shall provide notice of this ruling to the parties forthwith. Plaintiff to submit a formal Order complying with Rule 3.1312 in conformity with this Ruling.

FOOTE, et al v GOTTA LUV PIZZA, et al

24CV47525

PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

This matter involves a class action for wage and hour violations. Alison Foote, Jason Ross and Courtney Jones ("Plaintiffs") filed this class action lawsuit against Gotta Luv Pizza, Inc. Gotta Luv Pizza Inc. dba Round Table Pizza #05 ("Defendants.") Plaintiffs bring 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 April 17, 2026, the Court granted preliminary approval of a settlement agreement ("Agreement"). Plaintiff has now filed a Motion for Final Approval of Class Action Settlement. The motion is unopposed.

I. Settlement Approval Process

A. 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.)

B. Discussion

The Agreement defines the Settlement Class as "all current and former hourly non-exempt employees who performed work for Defendants in California during the Class Period." (Agreement ¶ 1.5.) The Agreement defines the "Settlement Class Period" as the period "from July 31, 2020, through the date on which the Court issues an order granting preliminary approval of the Settlement." (*Id*. ¶ 1.13.) Additionally, the "PAGA Period" runs from June 21, 2023 to the date on which the Court issues an order granting preliminary approval of the Settlement. (*Id.* ¶ 1.33.) "Aggrieved Employees" means those Class Members who worked for Defendant within the PAGA Period. (*Id.* ¶ 1.4.)

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

There are 366 Class Members. (Declaration of Nick Castro ("Castro Decl.") ¶ 7.) Plaintiff and Defendant have agreed to settle the class claims for $450,000.00 in exchange for a release of all 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 $450,000 Settlement Fund.

The Net Settlement Amount ("NSA") is estimated at $219,959.32. The estimated average recovery for Class Members is $698.00 (Castro Decl. ¶ 15.) Additionally, the 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 $55.03 (*Id.* ¶ 16.)

Class Members were permitted to "opt out" if they did not want to participate in the Settlement. No Class Member chose to opt out of the Settlement. (Castro Decl. ¶11.) There were also no Class Members that disputed or objected to the Settlement. (*Id.* ¶¶ 12, 13.) Sixty Class Notice Packets were returned as undeliverable. (*Id.* ¶ 8.) ILYM Group performed a skip trace on the sixty returned packets that did not have a forwarding address and obtained forty-three updated addresses. (*Id.* ¶ 8.) Notices were then sent to the forty-three updated addresses. (*Id*. ¶ 9.) Of those forty-three, 17 were returned undeliverable and they are deeded undeliverable because no forwarding address has been obtained. (*Id*. ¶ 10.) An uncashed Settlement check will be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law. (Agreement at ¶10.)

ILYM Group, Inc., ("ILYM") was approved as the Settlement Administrator. IYLM reports that notice packets were mailed to the 366 Class Members on June 11, 2026 via U.S. first class mail. (Castro Decl. ¶ 6.) As of August 4, 2026, IYLM has received 17 returned class notices as undeliverable. (*Id.* ¶ 10.) IYLM has not received any objections to the Settlement, has not received any disputes, and has not received one request for exclusion. (*Id*. ¶ ¶ 10-13.). IYLM 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 $450,000.00 Settlement fund. The average payment to class members is $600.98 with the estimated highest gross payment of $5,767.27. (Castro Decl. ¶ 15.) 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.)

III. Conclusion

Plaintiff's **motion for final approval is GRANTED**. The settlement conference scheduled for August 31, 2026, is vacated.

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

TAYLOR, et al v RITCHIE

25CV47902

PLAINTIFF'S MOTION TO DEEM REQUESTS ADMITTED AND FOR DISCOVERY SANCTIONS

This case involves a property dispute between Plaintiffs Kelly and Matthew Taylor ("Plaintiffs") and Lavina Richie ("Defendant.") Now before the Court is Plaintiff's Motion to Deem Requests for Admissions, Set Two Admitted.

Defendant has not filed an opposition.

On June 18, 2026, Plaintiffs served, by mail, "Plaintiff Kelley Taylor's Request for Admissions to Defendant Lavina Ritchie, Set Two 2" ("RFA2") on Defendant. (Declaration of Justin P. Swierczek ("Swierczek Decl.") ¶ 3, Ex. 1.) Defendant never responded nor communicated with Plaintiffs' counsel about the RFAs. (*Id*. ¶¶ 4, 5.)

Pursuant to Code Civ. Proc. section 2033.280, if a party to whom requests for admission are directed fails to serve a timely response, the following rules apply:

> (a) The party to whom the requests for admission are directed waives any objection to the requests, including one based on privilege or on the protection for work product under Chapter 4 (commencing with Section 2018.010). The court, on motion, may relieve that party from this waiver on its determination that both of the following conditions are satisfied:
>
> > 1) The party has subsequently served a response that is in substantial compliance with Sections 2033.210, 2033.220, and 2033.230.
> >
> > 2) The party's failure to serve a timely response was the result of mistake, inadvertence, or excusable neglect.

Further, the Court shall deem the facts admitted as truth, unless it finds that the party to whom the RFAs were directed, "has served, before the hearing on the motion, a proposed response to the requests for admission that is in substantial compliance with Section 2033.220." (Code Civ. Proc. § 2033.280(c).)

A party moving to compel initial responses under this section is not required to meet and confer. (*Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 411.)

Plaintiffs served Defendant with RFAs on June 18, 2026. Defendant has not responded to the RFAs and has not filed any opposition to this motion. This is Defendant's second time failing to respond to RFAs (See Court Order May 15, 2026.)

Pursuant to Code Civil Procedure section 2033.280(c), the Court must impose a monetary sanction on Defendant for failing to timely respond to the RFAs. Plaintiffs' counsel avers that he spent 1 hour preparing the motion at a rate of $275.00 per hour and anticipates spending additional time on an opposition and attending the hearing. As no opposition was filed, the Court concludes that Plaintiffs' counsel's time expended is two hours (one for motion, one for hearing). Thus, sanctions are warranted in the amount of $610.00 (Two hours attorney's fees plus filing fee).

Accordingly, the Court **GRANTS Plaintiffs' motion to deem the facts as admitted as truth.** The Court further orders Defendant to pay **sanctions** to Plaintiffs in the amount of **$610.00 to be paid within fourteen (14) days of this Order**.

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