G.C. v CALAVERAS UNIFIED SCHOOL DISTRICT, et al

22CV45999

PLAINTIFF'S MOTIONS TO COMPEL DISCOVERY RESPONSES

This matter involves allegations of abuse brought by Plaintiff G.C. against various public entities.

Now before the Court is Plaintiff's motion to compel discovery responses.

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 3 3 7 Tentative Rulings (Repealed Eff 7/1/06, As amended 1/1/18) All parties appearing on the Law and Motion calendar shall utilize the tentative ruling system.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.

FORD v GREENHORN GOLF, LLC

23CV47102

PLAINTIFF'S MOTION FOR LEAVE TO FILE A SUPPLEMENTAL COMPLAINT

On December 6, 2023, Patricia Ford ("Plaintiff") filed a Complaint against Greenhorn Golf, LLC ("Greenhorn Golf")1 seeking damages for nuisance and requesting injunctive relief. At issue in this case is the impact of trees and roots from APN 058-060-006-000 ("Lot M") on Plaintiff's property. On September 16, 2024, the Court granted a preliminary injunction in favor of Plaintiff.

On July 17, 2026, the Court denied Plaintiff's motion for summary judgment on the grounds that there remained triable issues of material fact and that a permanent injunction could not be imposed against Defendant because it no longer owned Lot M.

Now before the Court is Plaintiff's motion for leave to file a supplemental complaint pursuant to Code Civil Procedure section 464.

I. Factual Background

The factual background has been set out at length in the Court's other rulings. However, in short, Plaintiff is the owner of real property located at 138 Smith Flat Road, Angels Camp, California ("Property.") The Property is located within located within the master planned community commonly known as Greenhorn Creek. Prior to June 15, 2026, Greenhorn Golf owned and operated the golf course and certain common areas in the neighborhood.

"Lot M" is an unimproved wooded lot containing a pond and several trees previously owned by Greenhorn Golf. On September 16, 2024, the Court granted injunctive relief requiring Greenhorn Golf to remove the eighteen trees and roots on Lot M within thirty (30) days. In November 2024, Defendant removed the 18 trees.

Plaintiff has alleged that three new trees have sprung up on the Property after the 18 trees were removed, which Plaintiff argues shows that the underlying roots were not properly removed. The Court notes that the preliminary injunction ordered the Defendant to remove the roots.

On June 15, 2026, Greenhorn Golf conveyed and other parcels to SGM, Inc. ("SGM") by Grant Deed as part of an asset sale of the Greenhorn Creek Golf Course operation.

Thus Greenhorn Golf can no longer be compelled to take any further action going forward with regards to Lot M.

Plaintiff now seeks to add SGM to this matter via supplemental complaint.

II. Legal Standard and Discussion

Code of Civil Procedure section 464 authorizes a supplemental complaint alleging material facts occurring after the former complaint. (Code Civ. Proc. § 464(a).) A supplemental pleading does not supersede the original, but simply adds new allegations to be considered in conjunction with the original. (Weil & Brown, Cal. Prac. Guide: Civ. Pro. Before Trial Ch. 6-E, §6:795.) A new party may be added to a pending case via a supplemental complaint filed under section 464. (Hutnick v. U.S. Fidelity & Guaranty Co. (1988) 47 Cal. 3d 456, 470 [new parties may be added to a matter via supplemental or amended complaint].)

A motion for leave to file a supplemental complaint should follow the procedure for filing an amended complaint and must therefore include: (1) notice, (2) a copy of the proposed supplemental complaint, (3) a declaration in support, and (4) points and authorities. (Cal. Civ. Ctrm. Hbook. & Desktop Ref. (2026 ed.) § 9:71.)

“It is the general policy that courts should exercise liberality in permitting the filing of supplemental pleadings when the alleged ‘occurring-after’ facts are pertinent to the case.” (Flood v. Simpson (1975) 45 Cal. App. 3d 644, 647.) In fact, generally, “leave to file supplemental pleadings is granted even more readily than amended pleadings.” (Weil & Brown, Cal. Prac. Guide: Civ. Pro. Before Trial Ch. 6-E, §6:795.)

Here, SGM acquired its interest in Lot M after the Complaint was filed and now holds title to the property which has been the subject of a preliminary injunction and which is alleged to be causing continuing and ongoing harm to Plaintiff. Accordingly, supplementation of the complaint is proper.

III. Conclusion

Plaintiff’s motion for leave to file a supplemental complaint is **GRANTED**. Plaintiff is to file the supplemental complaint within ten (10) days of this order and effect timely service of the summons and complaint on SGM.

The Trial Setting Conference is VACATED. The matter is returned to the Case Management Conference calendar on March 10, 2027, at 1:30 p.m. in Department 4 (Four). At such time as the case is again at-issue a trial date will be set on the CMC calendar.

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

CHARTER-SMITH v MALLERY

24CV47281

DEFENDANT MID VALLEY TITLE'S DEMURRER

This case involves a dispute over real property known as 1374 Hubbard Road, Sheep Ranch, CA 95246. Now before the Court is Defendant Mid Valley Title and Escrow Company's Demurrer to the Plaintiff's Second Amended Complaint.

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:
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> **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.

SANTELICES v TURNER, et al

24CV47361

PLAINTIFF'S COUNSEL'S MOTION TO BE RELIEVED

Srinivas M. Hanumadass, Esq. ("Hanumadass" and Singleton Schriber LLP ("Firm") seek to be relieved as counsel of record for Plaintiff Cynthia Santelices ("Plaintiff.")

The Court has discretion to allow an attorney to withdraw, and such a motion should be granted provided that there is no prejudice to the client and it does not disrupt the orderly process of justice. (Ramirez v. Sturdevant (1994) 21 Cal.App.4th 904, 915.) California Rules of Court, rule 3.1362 requires (1) a notice of motion and motion directed to the client (Civil Form MC-051); (2) a declaration stating in general terms and without compromising the confidentiality of the attorney-client relationship why a motion under Code of Civil Procedure § 284(2) is brought instead of filing a consent under section 284(1) (Civil form (MC052)); (3) service of the notice of motion and motion, the declaration, and the proposed order on the client and on all other parties who have appeared in the case; and (4) a proposed order relieving counsel (Civil form (MC-053)). The Court may delay the effective date of the order relieving counsel until proof of service of a copy of the signed order on the client has been filed with the court. (Cal. Rules Court, rule 3.1362(e).)

Attorney Srinivas M. Hanumadass and his Firm seek to withdraw as Plaintiff's counsel due to a "breakdown in the attorney-client relationship" that has left moving counsel unable to continue to effectively represent the Plaintiff. Hanumadass has requested that Plaintiff sign a Substitution of Attorney but Plaintiff has failed to do so, and there has been limited effective communication with Plaintiff.

Ms. Auer and Firm have informed Plaintiff of their intention to withdraw as counsel via FedEx at their client's confirmed address and on August 3, 2026, confirmed that their client had received the same.

The Motion to be Relieved is **GRANTED**.

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

MECHANIC'S BANK v TWISTED OAK WINERY, LLC

25CV47803

PLAINTIFF'S MOTION TO APPROVE RECEIVER'S FINAL REPORT AND ACCOUNT

Plaintiff Mechanics Bank ("Plaintiff") brings this action for judicial foreclosure and appointment of a receiver of a 120-acre 4 vineyard and winery located at 4280 Red Hill Access Road and 4002 Red Hill Access Road, 5 Vallecito, CA 95251 ("Real Property") against Defendant Twisted Oak Winery, LLC ("Twisted Oak".) The Complaint was filed on January 6, 2025. Defendant has not made any appearance.

On January 31, 2025, the Court appointed Peter F. Martin as Receiver. Now before the Court is the Receiver's Final Report and Account and Motion for Order. Specifically, the Receiver moves for an Order (1) Approving and Settling Receiver's Final Report and Account; (2) Approving and Settling Final Compensation and Reimbursement of Costs for Receiver and Receiver's Professionals and Authorizing Receiver to Pay Unpaid Fees and Costs from the Receivership Estate; (3) Exonerating Receiver's Bond; (4) Terminating Receivership and Discharging Receiver From Any Further Duties or Responsibilities; (5) Retaining Jurisdiction Over Any Matters or Claims Which May Arise Concerning the Receivership; (6) Authorizing Receiver to Discard All Files and Records Regarding the Receivership Without Shredding Them; and (7) For Such Other Orders as the Court Deems Proper.

I. BACKGROUND

On January 31, 2025, the Court appointed Peter F. Martin as Receiver. The Receivership Property consists of two parcels: Assessor's Parcel No. 057-015-

020, and Assessor's Parcel No. 057-012-014 ("Property") (Declaration of Peter Martin ("Martin Decl.") ¶ 39.) The Property, formerly operated as the Twisted Oak Winery, is an agricultural property located in Calaveras County that consists of approximately 120 acres, of which approximately eight acres are planted in wine grapes. (Id. ¶ 5.) Following the Receiver's appointment, he undertook many steps to get the Property

ready for sale and eventually received an acceptable offer. (Id. ¶¶ 8-19.) On July 9, 2026, after a hearing on the matter, the Court approved the sale. (Id. ¶ 20.) Escrow closed on June 23, 2026, and the sale of the Property was finalized, after delinquent real property taxes were paid. (Id. ¶ 21, 39; Ex. 11.)

On or about September 10, 2026, after the Final Report was filed and served, the

escrow officer at Chicago Title Company advised the Receiver that the buyer had received a delinquent secured property tax notice from the Calaveras County Tax Collector for APN 057-012-014 for fiscal year 2024–2025. (Martin Decl. ¶ 40.) Those taxes were not identified in the title search and were not paid through escrow. (Ibid.) Accordingly, as the $1,342.88 in taxes was an obligation of the Receivership Property arising before the close of escrow, and should have been satisfied through escrow as the other delinquent taxes were, on September 14, 2026, the Receiver directed BLR to issue a check to Chicago Title Company from the funds held in the Receivership Estate's bank account. (Id. ¶ ¶ 42, 43.)

The Receiver's fees and costs were reported monthly without objection. (Martin Decl. ¶ 23.) Those statements totaled $71,350.00, which has been paid from the funds of the Receivership Estate in accordance with paragraph 9 of the Appointment Order. (Ibid.) However, since July 2026, the Receiver has incurred additional fees and costs in the amount of $4,500.00 which have not been paid and for which Receiver seeks an order granting payment. (Id. ¶ 24.)

Receiver retained the law firm of Ervin Cohen & Jessup LLP as counsel for the Receiver in this matter. (Id. ¶ 25.) Counsel's fees and costs through July 2026 total $27,317.67, which has been paid from the funds of the Receivership Estate. (Ibid.) However, there are outstanding fees in the amount of $7,930.50, for which Receiver seeks an order to pay. (Ibid.) The Receiver reports that all outstanding utility accounts have been settled. (Id. ¶ 31.)

The following remain outstanding debts owed by the Receivership:

(a) Two final water invoices for service at the Property, totaling $341.00;

(b) The final invoice of BLR, in the amount of $1,100.00, for accounting

services rendered in July 2026 and for preparation of the final accounting I n August 2026;

(c) Receiver's final invoice, in the amount of $4,500.00; and

(d) The final invoice of Receiver's counsel, Ervin Cohen & Jessup LLP, in the

amount of $7,930.50.

(Martin Decl. ¶ 31(a)-(d).)

II. DISCUSSION

In order to terminate and discharge the receivership, the receiver must prepare, serve and file (by noticed motion or stipulation of all parties) a final account and report, a request for discharge, and a request for exoneration of the receiver's surety. (CRC rule

3.1184(a).) Notice must be provided to every person or entity known to the receiver to have a substantial, unsatisfied claim that will be affected by the order, “whether or not the person or entity is a party to the action or has appeared in it.” (CRC rule 3.1184(c).) “If any allowance of compensation for the receiver or for an attorney employed by the receiver is claimed in an account, it must state in detail what services have been performed by the receiver or the attorney and whether previous allowances have been made to the receiver or attorney and the amounts.” (Rule of Court 3.1184(d).)

According to the proof of service attached to the moving papers, Receiver served the moving papers on plaintiff, the defendants, the counsel of the intervenor in this action, as well as various lienholders. Accordingly, the Court finds that the notice requirement per CRC rule 3.1184(c) has been satisfied.

Receiver provides a Final Receiver Report and explains that the Receivership has served its purpose because all of the assets within the Receivership have been sold and the funds from those sales have been disbursed. Receiver further explains, with evidence, that the Receivership has accumulated debt after the Final Account which have been paid (delinquent taxes) or need to be paid. Notably, no opposition has been received.

The Receiver’s Final Report is approved, and the accompanying motion is granted. The court approves the final compensation and reimbursement of costs for Receiver and hired professionals and Receiver is Receiver is authorized to pay unpaid fees and costs from the Receivership Estate.

The Court orders the Receivership discharged and discharges Receiver from any further duties or responsibilities. The Court will retain jurisdiction over any matters which may arise concerning the Receivership.

Receiver is authorized to discard all files and records regarding the Receivership without shredding them.

III. CONCLUSION

The motion is **GRANTED**. Receiver is discharged and his bond exonerated.

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

NICHOLAS v LEMP, et al

25CV48280

DEFENDANT SHANE MIRANDA'S TO QUASH SERVICE OF SUMMONS AND COMPLAINT

These matters involve real property disputes between Danny E. Nicholas ("Plaintiff") and Lani Arellanes ("Arellanes") and Cathy Lemp ("Lemp.") The underlying facts in this case have been reiterated by the Court in numerous previous rulings.

Now before the Court is a motion to quash service of summons on Shane Miranda ("Miranda.") The motion is opposed.

On August 18, 2026, Plaintiff filed a proof of service of summons showing that Miranda was served by personal service by Gary Koepke on August 5, 2026, at 2:45pm. On September 1, 2026, Plaintiff filed Judicial Form POS-030 stating that he had served copies of the proof of service and amended complaint on Miranda, Lemp and Attorney Pink.

On September 3, 2026, Pink filed a demurrer. The caption on the pleading front page identifies Pink as the attorney for Lemp. However, the signed signature block states that Pink was signing the demurrer on behalf of both Lemp and Miranda. Additionally, Miranda is mentioned within the demurrer itself, including and specifically as to the Third Cause of Action for Constructive Trust. The demurrer states that this cause of action cannot be made against Miranda.

On September 16, 2026, Pink filed the instant motion to quash service on Miranda.

"It has been long established by decisions of the courts of this state that where a defendant makes a general appearance by the filing of an answer, demurrer, or certain motions, he submits himself to the jurisdiction of the court …" (Neihaus v. Superior Ct. (1977) 69 Cal. App. 3d 340, 345.) Pursuant to Code Civ. Proc. Section 418.10(e)(1) a defendant who chooses to demur or move to strike must also move to quash at the same time. (Roy v. Superior Ct. (2005) 127 Cal. App. 4th 337, 344.)

Here, Miranda's counsel – the same counsel now bringing the motion to quash – filed a demurrer on behalf of Miranda before filing the motion to quash. As such, Miranda has made a general appearance, the motion to quash is not timely, and is therefore **DENIED**.

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.

JENNINGS v WOMBLE, et al

26CV48608

DEFENDANT WOMBLE'S MOTION TO STRIKE PORTIONS OF SECOND AMENDED COMPLAINT

Now before the Court is a motion to strike portions of Plaintiff Bethany Jennings' ("Plaintiff") Second Amended Complaint brought by Defendant Sharon Womble ("Womble.")

I. Factual Background

Plaintiff was employed by Calaveras Unified School District ("CUSD") as a paraprofessional assigned to San Andreas Elementary ("SAE") from July 30, 2025 until she was terminated from her position on November 14, 2025. (SAC ¶ 7.) Defendant Womble is, and was at all relevant times, the principal of SAE. (Id. ¶ 8.)

Plaintiff alleges that on September 23, 2025, she reported unsafe working conditions and violations of law to Womble. (SAC ¶ 9.) Specifically, Plaintiff complained about blocked emergency exits, hallway gates being locked, and other safety hazards on SAE's campus. (Ibid.)

Plaintiff alleges that Womble retaliated against her for making those reports by issuing a negative performance evaluation for Plaintiff. (Id. ¶ 10.) Plaintiff alleges that Womble did so with the intention of disregarding the safety of others, including SAE staff and students by creating potentially life-threatening hazards due to blocked emergency exits. (Id. ¶ 11.)

On November 6, 2025, CUSD placed Plaintiff on administrative leave and eventually terminated Plaintiff on November 14, 2025. (SAC ¶¶ 12, 13.)

Plaintiff brings causes of action for violations of the California Labor Code and Education Code. Womble moves to strike references to punitive damages in the Second Complaint.

II. Legal Standard and Discussion

A motion to strike lies either to strike: (1) any "irrelevant, false or improper matter inserted in any pleading"; or (2) any pleading or part thereof "not drawn or filed in conformity with the laws of this state, a court rule or order of court." (CCP § 436.) A motion to strike may also be used to strike allegations related to an improper request for

relief. (Saberi v. Bakhtiari (1985) 169 Cal.App.3d 509, 517.) A motion to strike can be used to attack the entire pleading, or any part thereof—i.e., even single words or phrases. (Warren v. Atchison, Topeka & Santa Fe Ry. Co. (1971) 19 Cal.App.3d 24, 40.)

Punitive damages are recoverable where a plaintiff proves "by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice." (Civ. Code, § 3294.) Relevant to this case, "malice" means conduct which is intended by the defendant to cause injury to the plaintiff or despicable conduct which is carried on by the defendant with a willful and conscious disregard of rights or safety of others. (Ibid; Zirpel v. Alki David Productions, Inc. (2023) 93 Cal.App.5th 563, 580 [the "conscious disregard of the safety of others" can constitute malice for the purposes of punitive damages].) In Zirpel, supra, punitive damages were appropriate where the employee alleged retaliation for reporting workplace safety and hazardous conditions].)

Here, Plaintiff alleges that she reported her concerns about the danger of blocked emergency exits and locked gates on the SAE campus. She alleges that as a result of making these reports to her supervisor, she was terminated. Within the context of an elementary school attended by numerous young children, the allegations that Womble terminated Plaintiff for reporting hazards which could impact those children, Womble's conduct could be determined to be malicious.

III. Conclusion

Plaintiff has sufficiently pled conduct that could be considered despicable or in conscious disregard for the rights and safety of Plaintiff (and others). Accordingly, the motion to strike references to punitive damages is **DENIED**.

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.

LINEBAUGH v GRANT

26CV48712

PLAINTIFF'S ATTORNEY'S MOTION TO BE RELIEVED

Kia Jafari, Esq. ("Jafari") and Tiemann Law Firm ("Firm") seek to be relieved as counsel of record for Plaintiffs Brittany Sullivan and Anthony Linebaugh ("Plaintiffs.")

The Court has discretion to allow an attorney to withdraw, and such a motion should be granted provided that there is no prejudice to the client and it does not disrupt the orderly process of justice. (Ramirez v. Sturdevant (1994) 21 Cal.App.4th 904, 915.) California Rules of Court, rule 3.1362 requires (1) a notice of motion and motion directed to the client (Civil Form MC-051); (2) a declaration stating in general terms and without compromising the confidentiality of the attorney-client relationship why a motion under Code of Civil Procedure § 284(2) is brought instead of filing a consent under section 284(1) (Civil form (MC052)); (3) service of the notice of motion and motion, the declaration, and the proposed order on the client and on all other parties who have appeared in the case; and (4) a proposed order relieving counsel (Civil form (MC-053)). The Court may delay the effective date of the order relieving counsel until proof of service of a copy of the signed order on the client has been filed with the court. (Cal. Rules Court, rule 3.1362(e).)

Attorney Kia Jafari and the Firm seek to withdraw as Plaintiffs' counsel due to a breakdown in the attorney-client relationship that has left moving counsel unable to carry out its duties. Jafari and the Firm have informed Plaintiffs of their intention to withdraw as counsel via U.S. mail at their clients confirmed address (obtained via Skip Trace). Counsel submits an affidavit of reasonable diligence setting forth attempts to locate Linebaugh.

The Motion to be Relieved is **GRANTED**.

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

CALAVERAS COUNTY WATER DISTRICT v CATTANEO

26CV48924

PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION

This is an action for quiet title and declaratory judgment related to a dispute over a water line and related easement between Calaveras County Water District ("District") and All Saints Rehab Properties, LLC dba The Lakes Treatment Center ("Treatment Center") and Bernadette Cattaneo ("Cattaneo.")

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

I. Background Facts

The District is a public agency of the State of California, organized and existing as a county water district. (Complaint ¶ 1.) The District provides water and sewer service to approximately 13,000 water customers and 5,000 sewer customers across Calaveras County. (Declaration of Damon Wyckoff ("Wyckoff Decl."), p. 2, ¶ 5.) The District provides water service to approximately 5,000 people in the Copperopolis area. (Id., p. 2, ¶ 7.) One of these customers is Defendant Treatment Center. (Id., pp. 2-3, ¶ 8.) To the east of the Treatment Center, the District provides water and sewer service to two residences and a public park called the Tri-Dam Day Use Area. (Ibid.) The District has served the Treatment Center, and the parcels adjacent to the Treatment Center, for more than forty years. (Ibid.)

The Treatment Center owns two parcels of real property located at 7260 O'Byrnes Ferry Road in Copperopolis, California (the "Poker Flat Properties") (Id. ¶ 7.) The District asserts that it is the owner of a water line that serves the adjacent properties and runs through the Poker Flat Properties (the "Water Line"), together with an easement necessary for the access, operation, maintenance, and repair of the Water Line (the "Easement.") (Id. ¶ 8.)

The District obtained ownership of the Water Line and Easement in 1980, when the prior owners of the Poker Flat Properties ("Prior Owners") proposed developing a lodge. (Complaint ¶ 9.) As a condition of said lodge being built, the Prior Owners built a water system and a sewer system to be owned and operated by the District. (Ibid; Wyckoff Decl. ¶¶ 15, 16.) The District then obtained ownership of the Treatment Center water and sewer system, along with a public utility easement, in 1980, when the then owners of the Treatment Center (known as the "Poker Flat Lodge") dedicated it to the District upon completion of the system. (Complaint, p. 4, ¶ 9; see Wyckoff Decl., p. 4, ¶¶ 15-16;

Ex. C.) At or around the same time the Lodge completed its sewer and water system upgrade in 1980, it installed a two-inch water line to service the three adjoining parcels that sit to the east of the Lodge, which included two houses, and at the time a vacant lot (the "Water Line"). (See Wyckoff Decl., pp. 3, 4, ¶¶ 9-12, 17; see also Ex. A.)

Treatment Center acquired ownership of the Poker Flat Properties in 2022. (Complaint ¶ 12.) The Treatment Center itself is not served off the Water Line, but is served off a different line. (See Wyckoff Decl., p. 4, ¶ 17.) Tri-Dam developed the property along Tulloch Reservoir and adjacent to Defendants' property as a landscaped recreational area open to the public. (Id., p. 2, ¶¶ 5-6.) This property receives water service from the District through the Water Line. (Id., p. 4, ¶ 12; Wyckoff Decl., pp. 2, 4, 5, ¶¶ 8, 17, 18-21.) Over the years, Tri-Dam has exercised this authority over some of Defendants' activities, leading to multiple disputes between Tri-Dam and Defendants. (See id., pp. 3, 4, ¶¶ 14-15, 18-19 & Ex. A.) Defendants oppose Tri-Dam's Day Use Area and Tri-Dam, Defendants have turned off the water to Tri-Dam's property on several occasions. (Id., p. 3, ¶ 14; Wyckoff Decl., p. 6, ¶¶ 28-30.)

In the past, Plaintiff's water disputes with the neighbors have been resolved outside of Court. (Declaration of Matthew J. Weber ("Weber Decl."), pp. 1-2, ¶ 2.) However, Defendants recently turned off the water and have refused to allow the District access to turn it back on. (Id., p. 2, ¶ 3; Wyckoff, p. 6, ¶ 29.) As a result the Tri-Dam recreational area has had to turn off its bathrooms, toilets, and has been unable to water its shade trees. (Nicotero Decl., p. 3 ¶ 17.)

Plaintiff alleges that the Defendants have "taken the position that the Water Line is a private line, that the District has no right, title, or interest in the line, or the Easement, and that they were fully within their rights to shut off water to the adjacent landowners." (Complaint ¶ 13.)

On September 9, 2026, the Court issued an Order to Show Cause why a preliminary injunction should not be ordered restraining Defendants from: 1) Tampering with the water line crossing Defendants' property and servicing adjoining parcels to the east of Defendants' property, including the Tri-Dam Day Use Area, (the "Water Line") and Tri-Dam's access to water from the District; and 2) Preventing the District and its employees and anyone acting on its behalf from accessing the Water Line and easements for purposes of operating and maintaining the Water Line.

Defendants oppose imposition of the injunction.

The Court grants plaintiff's request for judicial notice of the two deeds.

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 quiet title and declaratory judgment.

In order to prevail on a cause of action for quiet title, the District must demonstrate that 1) it is the owner and in possession of the land and 2) the Defendants claims an interest therein adverse to the District. (South Shore Land Co. v. Petersen (1964) 226 Cal.App.2d 725, 740.)

The District has alleged and produced evidence of valid easements giving the District a fee simple interest and/or easement over the Water Line. Specifically, there are Resolutions 3089 and 3090 which detail the competition of the Water Line by the Prior Owners, the District's acceptance of the same and easements, and ordering the recording of a "notice of completion.(Wycokff Decl. ¶ 16, Ex. C.) The recorded "notice of completion" states that the District had an easement or fee simple interest "over the Poker Flat Lodge and Adjacent Areas Water Transmission and Distribution Facilities as more particularly described in the Plans and Specifications on file in the office of the District. (Ibid.) These were recorded in the Calaveras County Official Records. (Ibid.)

Defendants take issue with these easements as not being specific enough to provide notice or an interest in the Water Line – they do not however contend that the easements are invalid. In support of their position, Defendants submit largely hearsay evidence about conversations which have allegedly occurred regarding the Water Line. Thus, there is substantial evidence that Plaintiffs are the owners of the Water Line at issue. There is also no dispute that the Defendants have claimed an interest adverse to the District's own.

Accordingly, District is likely to prevail on its cause of action for quiet title.

Plaintiff is also 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 it cannot convey water to its customers, including Tri-Dam. Because the District has been unable to convey water to Tri-Dam, it has been unable to operate its facilities and maintain the premises appropriately. (Nicotero Decl. ¶ 16.) Of particular concern to the Court is Tri-Dam's license with the Federal Energy Regulatory Commission

("FERC"). That license requires Tri-Dam to regulate the reservoir and surrounding shoreline, which includes supervising activities on the reservoir such as the installation of boat docks and landscape planting. (Nicotero Decl. ¶ 5.) Pursuant to its obligations with FERC, Tri-Dam has a duty to ensure that the waters and land within its control provide a benefit to the public. (Ibid.)

By cutting access to, and capping the Water Line, Defendants are not only interfering with the District's easement rights, but they are also interfering with Tri-Dam's obligations under a federal license. The District has presented evidence that Defendant's conduct is causing, and will continue to cause, real harm. In contrast, Plaintiff's only alleged harm is that the District might have to dig up their parking lot and that the toilets at Tri-Dam cause noxious odors. As the District confirms it will not dig up the parking lot during the pendency of this litigation, that alleged harm is not based in fact.

Plaintiffs further argue that the injunction should not be granted because it will not preserve the status quo. By this, Defendants mean that the current status quo – the District not being able to access water – must be maintained. But this is not the "status quo" intended by a preliminary injunction. Rather the status quo that courts seek to preserve or restore through injunctive relief is not the state of affairs at the moment litigation commences but rather the last peaceable, uncontested status which preceded the pending controversy. (14859 Moorpark Homeowner's Ass'n v. VRT Corp. (1998) 63 Cal.App.4th 1396, 1408.) It would be nonsensical for courts to enforce the "status quo" created by the Defendants' alleged improper activity.

Given the foregoing, the District has shown cause as to why the preliminary injunction should be granted.

III. Conclusion

The preliminary injunction is **GRANTED**. Defendants are ordered to cease and desist from tampering with, damaging, or preventing access to the Water Line crossing. Defendant's properties and servicing adjoining parcels to the east of Defendants' property, including the Tri-Dam Day Use Area, (the "Water Line") and Tri-Dam's access to water from the District. The Defendants are further enjoined from preventing the District and its employees and anyone acting on its behalf from accessing the Water Line and easements for purposes of operating and maintaining the Water Line. This injunction does not grant the District the right to perform any maintenance of the Water Line which would require the District to tear up the Defendants' parking area.

The Court will hear brief argument as to the amount of the associated undertaking.

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