

1 Having read and considered the Motion for Withdrawal of Deposit of Just Compensation
2 by Defendants Charles Dunn and Tyler Wendt, Trustee (collectively “Defendants”), as well as
3 Plaintiff’s response, ECF No. 61, Defendants’ reply, ECF No. 63, and various supplemental
4 filings. ECF Nos. 67 & 69, and good cause having been shown, the Court finds that (i)
5 Defendants each own a fifty percent (50%) interest in the real property that is the subject of this
6 condemnation action (the “Property”), (ii) no other parties have appeared in this action to claim
7 an ownership interest in the Property and (iii) no other parties are believed to have an ownership
8 interest in the Property.

9 The most recent supplemental filing dispels any suggestion that title to the Property is
10 clouded. At one point in the title history, the Property was held by the “Sierra Craigmyle Trust”
11 (the “Trust”). At the time this case was initiated, no party or interested person could produce a
12 copy of the Trust documents. In October 2015, after the United States initiated the process of
13 taking the Property but before the Property was actually transferred to the United States, Donald
14 Rinaldi, purportedly acting as Trustee for the Trust, transferred the Property from the Trust via
15 quitclaim deed to Defendants Charles Dunn and George Wendt, purported beneficiaries of the
16 Trust. The United States eventually came to an agreement with Defendants as to just
17 compensation for the taking of the Property.

18 However, upon Defendants’ moving for disbursement of the compensation, the
19 government, acting in accord with its ethical obligations, informed the Court that it had concerns
20 over title to the Property. In particular, as mentioned, until very recently, no Party or other
21 interested person had been able to produce a copy of the Trust. Moreover, the United States’
22 representative in negotiations over the Property claimed to have received information that:
23 (1) Mr. Rinalidi had resigned as Trustee prior to transferring the property from the Trust to the
24 beneficiaries via quitclaim deed in October 2015; and (2) the Trust may have expired long ago.
25 *See* ECF No. 67-1.

26 In their most recent filings, Defendants indicate that, after significant effort, a copy of the
27 Trust (albeit an unsigned copy) has been located. *See* ECF No. 69 at p 7-16 of 67. That copy
28 indicates that Donald Rinaldi was indeed intended to be original Trustee and that Charles Dunn

1 and George Wendt were the beneficiaries, each entitled to a one-half interest in the Property. The
2 Trust documents also reveal a termination clause providing that the Trust would terminate 20
3 years from its initiation date of December 28, 1987. Upon termination, the Trustee was supposed
4 to distribute the Trust property to each beneficiary. The most recent declaration of Charles Dunn
5 confirms the nature of the Trust as well. ECF No. 69 at p. 17-20 of 67.

6 The Court finds that, despite the declaration of U.S. Army Corps of Engineers Property
7 Specialist Kelly Boyd, ECF No. 67-1, the Court is in possession of no competent evidence
8 establishing that Donald Rinaldi resigned as Trustee. Therefore, his 2015 transfer of title to the
9 beneficiaries is valid and comports with the terms of the Trust.

10 Accordingly, IT IS HEREBY ORDERED that:

11 1. The Clerk of Court issue two (2) warrants in the amount of \$112,315.48 (One
12 Hundred Twelve Thousand Three Hundred Fifteen Dollars and Forty Eight Cents), which totals
13 to \$224, 630.96 (Two Hundred Twenty Four Thousand Six Hundred Thirty Dollars and Ninety
14 Six Cents), plus accrued interest, *less* any amount paid by the Clerk of the Court of the County as
15 interest payments, one made payable to "Nossaman LLP Client Trust Account fbo Charles
16 Dunn" and the other made payable to "Tyler Wendt";

17 2. The Clerk of Court shall mail the warrant made payable to "Nossaman LLP Client
18 Trust Account fbo Charles Dunn" to Mr. Dunn's counsel of record:

19 Bernadette M. Duran-Brown

20 NOSSAMAN LLP

21 18101 Von Karman Ave., Suite 1800

22 Irvine, CA 92612;

23 3. The Clerk of Court shall mail the warrant made payable to "Tyler Wendt" to Mr.
24 Wendt's counsel of record:

25 Eric F. Edmunds, Jr.

26 Law Offices of Eric F. Edmunds, Jr.

27 100 Wilshire Boulevard, Suite 700

28 Santa Monica, CA 90401

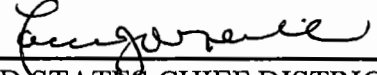
1 4. Defendants shall be liable for any valid claims by other interested parties if it is
2 ultimately determined that Defendants are entitled to less than the amount disbursed, and if so,
3 Defendants shall return the difference to the Court with interest;

4 5. Defendants shall pay and discharge in full all taxes, assessments, liens and
5 encumbrances against the property, if any, in existence as of the date of taking; and

6 6. Plaintiff shall be held harmless from the claims of any and all parties having liens
7 or encumbrances and any other parties who may be entitled to the distributed funds or any part
8 thereof by virtue of any recorded or unrecorded agreement.

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10 IT IS SO ORDERED.

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12 Dated: December 21, 2018

By: 
UNITED STATES CHIEF DISTRICT JUDGE
Lawrence J. O'Neill

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