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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

TRAVELERS CASUALTY AND  
SURETY COMPANY OF AMERICA, a  
Connecticut corporation,

Plaintiff,

v.

KENNETH W. HUNT, an individual; and  
KAREN M. DUNMORE, an individual,

Defendants.

No. 2:15-cv-00336-TLN-DB

**FINAL PRETRIAL ORDER**

TRIAL DATE: November 27, 2017  
TIME: 9:00 a.m.

The parties filed their Joint Pretrial Conference Statement on August 30, 2017. (ECF No. 59.) Based on that filing, the Court makes the following findings and orders:

**I. JURISDICTION / VENUE**

This action arises pursuant to 28 U.S.C. § 1332 because the parties are citizens of different states and the amount in controversy exceeds seventy-five thousand dollars (\$75,000), exclusive of costs and interests.

Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant Karen Dunmore resides in this District.

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1 **II. SETTLEMENT CONFERENCE**

2 The Court has ordered a settlement conference in this matter. (ECF No. 61.)

3 **III. NON-JURY BENCH TRIAL**

4 The parties requested a non-jury bench trial.

5 **IV. UNDISPUTED FACTS**

6 The parties do not dispute the following facts.

7 1. On or about October 22, 1999, Karen Dunmore and Sidney B. Dunmore signed a  
8 Letter of Intent. The Letter of Intent included a phased accumulation of community property, and  
9 referenced a “Marital Agreement” to be drafted and executed by Karen Dunmore and Sidney B.  
10 Dunmore after marriage. No such “Marital Agreement” was ever drafted or executed.

11 2. One day later, on October 23, 1999, Karen Dunmore and Sidney B. Dunmore  
12 married.

13 3. On or about December 15, 2005, Travelers entered into a General Agreement of  
14 Indemnity (“Indemnity Agreement”) with Sidney B. Dunmore, whereby Sidney B. Dunmore  
15 agreed to indemnify Travelers as a material inducement for Travelers to provide bonds (“Bonds”)  
16 on behalf of multiple companies in which Sidney B. Dunmore had an ownership interest.

17 4. Pursuant to the Indemnity Agreement, Sidney B. Dunmore granted Travelers a  
18 security interest in his personal property, specifically including “general intangibles” and all  
19 proceeds thereof.

20 5. Pursuant to the Indemnity Agreement, Sidney B. Dunmore granted Travelers  
21 broad collection rights including, *inter alia*, (1) the right to file a UCC-1 financing statement to  
22 perfect Travelers’ security interest in “general intangibles” and any proceeds thereof; (2) the right  
23 to take possession of “general intangibles” and any proceeds thereof through the exercise of an  
24 irrevocable power of attorney; and (3) the right to collect any sums that may become due Sidney  
25 B. Dunmore and to endorse in his name to cause such funds to be made payable to Travelers.

26 6. After execution of the Indemnity Agreement, Travelers received a multitude of  
27 claims against the Bonds, for which Sidney B. Dunmore was obligated to indemnify Travelers  
28 under the Indemnity Agreement.

1           7.       On October 29, 2007, Travelers filed UCC-1 financing statements regarding  
2 Travelers' security interest in, among other collateral assets held by Sidney B. Dunmore, his right  
3 to "general intangibles" and any and all proceeds thereof. Travelers' UCC-1 financing statements  
4 have been renewed and are currently effective.

5           8.       On October 30, 2007, Travelers sent Sidney B. Dunmore a letter demanding that  
6 he defend, indemnify and hold harmless Travelers against the claims and losses arising out of the  
7 Bonds.

8           9.       Sidney B. Dunmore filed a U.S. Individual Tax Return for tax year 2008. This  
9 return was filed as Married Filing Separately.

10          10.       Sidney B. Dunmore filed an amended U.S. Individual Income Tax Return for tax  
11 year 2008. This return was also filed as Married Filing Separately.

12          11.       On or about December 15, 2009, Sidney B. Dunmore filed a Form 1045  
13 *Application for Tentative Refund* with the Internal Revenue Service, pursuant to which he claimed  
14 a tax refund in the amount of \$3,962,263 ("the Tax Refund") based on carryback losses for the  
15 tax year ending on December 31, 2004.

16          12.       In Sidney B. Dunmore's *Application for Tentative Refund*, he sought a decrease in  
17 tax for year 2003 in the amount of \$6,526,872, and a decrease in tax for year 2004 of \$3,962,263.

18          13.       Sidney B. Dunmore filed both the 2003 and 2004 Income Tax Returns as Married  
19 Filing Separately.

20          14.       For tax year 2004, the tax owed by Sidney B. Dunmore was reduced from  
21 \$7,406,099 to \$3,443,836. The difference between these amounts of taxes owed is the \$3,962,263  
22 amount sought in Sidney B. Dunmore's Form 1045 *Application for Tentative Refund*.

23          15.       On or about February 17, 2010, the United States of America paid Sidney B.  
24 Dunmore a tax refund, in part, of \$3,962,263. Sidney B. Dunmore obtained the \$3,962,263 Tax  
25 Refund through application of a Net Operating Loss carryback to year 2004. Sidney B.  
26 Dunmore's receipt of \$3,962,263 results from a Net Operating Loss carryback to offset taxable  
27 income in 2004. The decrease in year 2004 taxable income resulted in a recovery of income from  
28 nonpassive income sources owned by Sidney B. Dunmore. Such nonpassive income sources were

1 not owned by Karen Dunmore. The Net Operating Loss asserted by Sidney B. Dunmore in his  
2 2008 Amended U.S. Individual Tax Return was not a loss incurred by Karen Dunmore.

3 16. On February 17, 2010, Sidney B. Dunmore opened an account at Community 1st  
4 Bank. Sidney B. Dunmore then deposited the Tax Refund in the amount of \$3,962,263 in the  
5 account at Community 1st Bank.

6 17. On or about February 17, 2010, Sidney B. Dunmore transferred \$500,000 of the  
7 Tax Refund from the account at Community 1st Bank to Karen Dunmore. A cashier's check  
8 payable to Karen Dunmore was drawn from Sidney B. Dunmore's Community 1st Bank account  
9 in the amount of \$500,000.

10 18. Karen Dunmore received the \$500,000 cashier's check from Sidney B. Dunmore.  
11 Karen Dunmore deposited that cashier's check in a bank. The \$500,000 was deposited into an  
12 account that Karen Dunmore had control over. Karen Dunmore is the sole owner of the \$500,000  
13 transfer, or the remaining amount. Karen Dunmore stated that she does not have any joint  
14 accounts with Sidney B. Dunmore. Karen Dunmore never had ownership in any of Sidney B.  
15 Dunmore's business entities.

16 19. The \$500,000 transferred on or about February 17, 2010 from Sidney B. Dunmore  
17 to Karen Dunmore came from Sidney B. Dunmore's Tax Refund in the amount of \$3,962,263.

18 20. Travelers did not consent to Sidney B. Dunmore's February 17, 2010 transfer of  
19 \$500,000 of the Tax Refund to Karen Dunmore.

20 21. Travelers did not discover the existence of the Tax Refund, or Sidney B.  
21 Dunmore's payment of portions of the Tax Refund to Karen Dunmore, until October 2012, when  
22 Sidney B. Dunmore produced documents evidencing this transaction in connection with  
23 discovery proceedings under a separate lawsuit between Travelers and Sidney B. Dunmore, titled  
24 *Travelers Casualty and Surety Company of America v. Sidney B. Dunmore, et al.*, United States  
25 District Court, Eastern District of California, Case No. 2:07-CV-02493 ("the Indemnity Action").  
26 Prior to that time, Sidney B. Dunmore refused to turn over information regarding the existence of  
27 the Tax Refund and the use of proceeds from the Tax Refund until the Court resolved Travelers'  
28 motions to compel and related litigation culminating in sanctions for Sidney B. Dunmore.

1           22.     On January 12, 2015, Travelers sent Karen Dunmore a letter demanding that she  
2 return to Travelers the \$500,000 in Tax Refund proceeds she received from Sidney B. Dunmore.  
3 Karen Dunmore received Travelers' letter demanding return of the \$500,000, and refused to  
4 return the \$500,000 or any portion thereof to Travelers.

5           23.     On February 9, 2015, Travelers filed its Complaint (ECF No. 1) in this action.

6           24.     On March 29, 2017, the Court entered Judgment in the Indemnity Action in favor  
7 of Travelers in the amount of \$15,599,237.28.

8           25.     Travelers incurred, and will continue to incur, costs and expenses incurred in  
9 connection with investigating, litigating, and enforcing its rights under the Indemnity Agreement,  
10 including but not limited legal fees and expenses, professional and consulting fees, technical and  
11 expert witness fees and expenses.

12     **V.     DISPUTED FACTUAL ISSUES**

13           a.     Karen Dunmore disputes Travelers' claim that no phased accumulation of  
14 community property occurred as referenced in the Letter of Intent.

15           b.     Karen Dunmore disputes Travelers' claim that its UCC-1 financing statements,  
16 and all renewals thereof, perfected Travelers' security interest in, among other collateral assets  
17 held by Sidney B. Dunmore, his right to "general intangibles" and any and all proceeds thereof.

18           c.     Karen Dunmore disputes Travelers' claim that as of October 29, 2007, Travelers  
19 had a perfected security interest in Sidney B. Dunmore's right to receive any and all tax refunds  
20 from the United States of America, as well as any and all proceeds thereof.

21           d.     Karen Dunmore disputes Travelers' claim that on or about October 30, 2007,  
22 Karen Dunmore became aware that Travelers had a right to and was entitled to immediate  
23 possession of Sidney B. Dunmore's money and assets in excess of \$500,000.

24           e.     Karen Dunmore disputes Travelers' claim that on or about October 30, 2007,  
25 Karen Dunmore was aware of Travelers' security interest in Sidney B. Dunmore's money and  
26 assets in excess of \$500,000.

27           f.     Karen Dunmore disputes Travelers' claim that all taxes owed were the separate  
28 liability of Sidney B. Dunmore both before and after the carryback.

1 g. Karen Dunmore disputes Travelers' claim that the original 2004 income tax owed  
2 was Sidney B. Dunmore's separate liability.

3 h. Karen Dunmore disputes Travelers' claim that Pursuant to the Indemnity  
4 Agreement, Travelers had the right to take possession of the Tax Refund.

5 i. Karen Dunmore disputes Travelers' claim that Karen Dunmore is the sole owner  
6 of the \$500,000 transferred by Sidney B. Dunmore.

7 j. Karen Dunmore disputes Travelers' claim that Karen Dunmore is not a "good faith  
8 purchaser" with regards to the \$500,000 transfer or Sidney B. Dunmore's Tax Refund.

9 k. Karen Dunmore disputes Travelers' claim that at all material times before, during  
10 and after the deposit of the Tax Refund in Sidney B. Dunmore's checking account at Community  
11 1st Bank on February 17, 2010, Travelers held a properly perfected security interest in the Tax  
12 Refund, including without limitation Sidney B. Dunmore's right to receive the Tax Refund, as  
13 well as the proceeds of the Tax Refund once deposited in Sidney B. Dunmore's checking account  
14 at Community 1st Bank.

15 l. Karen Dunmore disputes Travelers' claim that Sidney B. Dunmore did not receive  
16 anything from Karen Dunmore for the transfer of \$500,000.

17 m. Karen Dunmore disputes Travelers' claim that Travelers is informed and believes  
18 that at the time of the \$500,000 transfer, Sidney B. Dunmore's debts exceeded his assets, and he  
19 did not have money sufficient to pay his debts as they came due.

20 n. Karen Dunmore disputes Travelers' claim that it did not discover the \$500,000  
21 transferred to Karen Dunmore until October 2012.

22 o. Karen Dunmore disputes Travelers' claim that Sidney B. Dunmore and/or Karen  
23 Dunmore fraudulently concealed the Tax Refund received by Sidney B. Dunmore.

24 p. Karen Dunmore disputes Travelers' claim that Sidney B. Dunmore and/or Karen  
25 Dunmore fraudulently concealed the transfer of funds from the Tax Refund to Karen Dunmore.

26 q. Karen Dunmore disputes Travelers' claim that it was damaged by Karen  
27 Dunmore's acceptance of the \$500,000 and her refusal to return the \$500,000 to Travelers, and  
28 that such damage was caused by Karen Dunmore.

1           r.       Karen Dunmore disputes Travelers' claim that Sidney B. Dunmore's transfer of  
2 \$500,000 to Karen Dunmore, rather than paying such funds to Travelers, Karen Dunmore's  
3 acceptance of the \$500,000 and Karen Dunmore's refusal to return the \$500,000, were substantial  
4 factors in the harm that Travelers suffered.

5           s.       Karen Dunmore disputes Travelers' claim that Sidney B. Dunmore transferred the  
6 Tax Refund proceeds to Karen Dunmore with the intent to hinder, delay, or defraud Travelers.

7           t.       Karen Dunmore disputes Travelers' claim that Karen Dunmore was aware that  
8 Sidney B. Dunmore, among others, planned to convert and fraudulently transfer assets, including  
9 without limitation the Tax Refund proceeds to place them beyond Travelers' reach.

10          u.       Karen Dunmore disputes Travelers' claim that Karen Dunmore agreed and  
11 conspired with Sidney B. Dunmore, intended the foregoing wrongful acts be committed, accepted  
12 the above-named assets received from Sidney B. Dunmore, and refused to return such assets in  
13 furtherance of the plan to convert and fraudulently transfer assets.

14          v.       Karen Dunmore disputes Travelers' claim that Karen Dunmore engaged in  
15 numerous transactions, including without limitation those identified above, accepted the \$500,000  
16 received from Sidney B. Dunmore, and refused to return the \$500,000 with the intent to hinder,  
17 delay, or defraud Travelers.

18          w.       Karen Dunmore disputes Travelers' claim that Travelers suffered harm from  
19 Karen Dunmore's wrongful conduct, and the transfers described above were substantial factors in  
20 causing harm to Travelers.

21          x.       Karen Dunmore disputes Travelers' claim that at the time of the \$500,000 transfer  
22 to Karen Dunmore, Sidney B. Dunmore was insolvent.

23          y.       Karen Dunmore disputes Travelers' claim that Travelers has no adequate remedy  
24 at law for the injuries currently being suffered.

25          z.       Karen Dunmore disputes Travelers' claim that Sidney B. Dunmore is insolvent  
26 and is attempting to avoid obligations to Travelers through the conversion and fraudulent transfer  
27 of other assets.

28          aa.       Karen Dunmore disputes Travelers' claim that Travelers faces irreparable harm

1 should this wrongful conduct continue.

2 bb. Karen Dunmore disputes Travelers' claim that Karen Dunmore must be enjoined  
3 from further transfers of the \$500,000 transferred, or other assets in which Travelers holds a  
4 beneficial interest.

5 cc. Karen Dunmore disputes Travelers' claim that a constructive trust must be  
6 imposed on any converted money or property in possession of Karen Dunmore and over funds  
7 and assets remaining in possession of Karen Dunmore for the \$500,000 transferred.

8 dd. Travelers disputes Karen Dunmore's claim that she made an oral agreement with  
9 Sidney B. Dunmore, whereby Sidney B. Dunmore offered Karen Dunmore to quit her job in  
10 exchange for \$10,000 per month in order for her to be available to further his business interests  
11 through social activities.

12 **VI. DISPUTED EVIDENTIARY ISSUES**

13 a. Karen Dunmore contends she made an oral agreement with Sidney B. Dunmore,  
14 whereby Sidney B. Dunmore offered Karen Dunmore to quit her job in exchange for \$10,000 per  
15 month in order for her to be available to further his business interests through social activities.  
16 While there is no writing, Karen Dunmore expects to present sufficient extrinsic evidence to  
17 support the existence of the agreement. Karen Dunmore expects Travelers to oppose these efforts.  
18 Travelers disputes the relevance of these contentions.

19 **VII. SPECIAL FACTUAL INFORMATION IN CERTAIN ACTIONS**

20 a. Travelers disputes the contractual allegations made by Karen Dunmore.

21 b. Travelers disputes that Karen Dunmore carried out the terms of any contract  
22 alleged by Karen Dunmore. The evidence shows that the terms of Karen Dunmore's alleged  
23 contract, to the extent that such a contract was effective, were breached.

24 c. Travelers contends that its rights to the Tax Refund, including the \$500,000  
25 transferred to Karen Dunmore, had and have priority over any interest Karen Dunmore had or has  
26 to either the Tax Refund or the \$500,000 transferred to her.

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1 **VIII. WITNESSES**

2 The parties list the following prospective witnesses:

- 3 a. Sidney B. Dunmore, 9220 Royal Crest Court, Granite Bay, CA 95746;
- 4 b. William Niemi, 9833 Wexford Circle, Granite Bay, CA 95746;
- 5 c. Beth Niemi, 9833 Wexford Circle, Granite Bay, CA 95746;
- 6 d. James L. Leet, 555 Capitol Mall, Suite 1500, Sacramento, CA 95814;
- 7 e. Doug Strough, Williams & Olds CPAs, 900 University, Suite 100, Sacramento, CA;
- 8 f. William West, Shappell Properties, Inc., 8383 Wilshire Boulevard, Suite 700, Beverly
- 9 Hills, CA 90211;
- 10 g. Jason Bellas, Winn Communities, 3001 I Street, Suite 300, Sacramento, CA 95816;
- 11 h. Keith Flanagan, Travelers Casualty and Surety Company of America, 215 Shuman
- 12 Boulevard, Suite 171, Naperville, IL 60563;
- 13 i. Karen Dunmore, 9220 Royal Crest Court, Granite Bay, CA 95746;
- 14 j. Michael R. Huhn, 135 Town & Country Drive, Danville, CA 94526. Mr. Huhn may
- 15 provide expert testimony

16 A. No other witnesses will be permitted to testify unless: (1) the party offering the

17 witness demonstrates that the witness is for the purpose of rebutting evidence which could not be

18 reasonably anticipated at the Final Pretrial Conference, or (2) the witness was discovered after the

19 Final Pretrial Conference and the proffering party makes the showing required in section B

20 below.

21 B. Upon the post-pretrial discovery of witnesses, the attorney shall promptly inform

22 the Court and opposing parties of the existence of the unlisted witnesses so that the Court may

23 consider at trial whether the witnesses shall be permitted to testify. The evidence will not be

24 permitted unless: (1) the witnesses could not reasonably have been discovered prior to pretrial;

25 (2) the Court and opposing counsel were promptly notified upon discovery of the witnesses; (3) if

26 time permitted, counsel proffered the witnesses for deposition; and (4) if time did not permit, a

27 reasonable summary of the witnesses' testimony was provided by opposing counsel.

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1 **IX. EXHIBITS-SCHEDULES AND SUMMARIES**

2 The parties list the following prospective exhibits:

- 3 a. Statement of Unsegregated Debts, dated 10/12/1999;
- 4 b. Letter of Intent of Desire of Marriage, dated 10/23/1999;
- 5 c. General Agreement of Indemnity, dated 12/15/2005;
- 6 d. Addendum "A" to General Agreement of Indemnity, dated 12/15/2005;
- 7 e. Limited Liability and Net Worth Rider to General Agreement of Indemnity, dated
- 8 12/15/2005;
- 9 f. UCC financing Statement, 07-7134845291, Filed 10/29/2007, and related documents
- 10 including renewals;
- 11 g. General Agreement of Indemnity, dated 9/20/2004;
- 12 h. UCC financing Statement, 07-7134844301, Filed 10/29/2007, and related documents
- 13 including renewals;
- 14 i. Stipulation to Judgment and Judgment in the Indemnity Action;
- 15 j. Documents produced in the Indemnity Action, including, but not limited to tax returns
- 16 and related information, bank records produced in the Indemnity Action and
- 17 documents indicating transfers of funds in the Indemnity Action;
- 18 k. Sidney B. Dunmore's 2008 federal income tax return and Sidney B. Dunmore's 2008
- 19 amended federal income tax return;
- 20 l. Checks, bank statements, check stubs and related documents from Sidney B.
- 21 Dunmore's bank account at Community 1st Bank in Granite Bay;
- 22 m. Sidney B. Dunmore's 2003 and 2004 federal income tax returns;
- 23 n. Documents produced by Karen Dunmore in the instant action;
- 24 o. Documents produced by Travelers in the instant action;
- 25 p. Documents evidencing the \$500,000 transfer from Sidney B. Dunmore to Karen
- 26 Dunmore on or about February 17, 2010;
- 27 q. Computer printouts, BCMS reports, and accounting information regarding Travelers'
- 28 losses, costs, fees, expenses and recoveries related to bond claims on which Sidney B.

1 Dunmore is an indemnitor;

2 r. Underwriting documents related to bond issuance and indemnity agreements between  
3 Travelers and Sidney B. Dunmore;

4 s. Correspondence between Travelers and Sidney B. Dunmore regarding bond claims  
5 and attempts to seek indemnity, defense, and collateral security including Travelers'  
6 October 30, 2007 letter to Sidney B Dunmore;

7 t. Correspondence between Travelers and Karen Dunmore regarding request for  
8 payment including Travelers' January 12, 2015 letter to Karen Dunmore; and

9 u. Filings, orders, discovery, correspondence and documents related to *In Re Dunmore*  
10 *Homes, Inc.*, United States Bankruptcy Court, Eastern District of California, case no.  
11 08-20569 and related proceedings, including adversary proceedings

12 **Plaintiff's exhibits shall be listed numerically. Defendant's exhibits shall be listed**  
13 **alphabetically.** The parties shall use the standard exhibit stickers provided by the Court Clerk's  
14 Office: pink for Plaintiff and blue for Defendant. After three letters, note the number of letters in  
15 parenthesis (i.e., "AAA(4)") to reduce confusion during the trial. All multi-page exhibits shall  
16 be fastened together and each page within the exhibit shall be numbered. All photographs shall  
17 be marked individually. The list of exhibits shall not include excerpts of depositions which may  
18 be used to impeach witnesses.

19 Each party may use an exhibit designated by the other. In the event that Plaintiff and  
20 Defendant offer the same exhibit during trial, that exhibit shall be referred to by the designation  
21 the exhibit is first identified. The Court cautions the parties to pay attention to this detail so that  
22 all concerned will not be confused by one exhibit being identified with both a number and a letter.

23 A. The Court will not permit introduction of other exhibits unless: (1) the party  
24 proffering the exhibit demonstrates that the exhibit is for the purpose of rebutting evidence which  
25 could not be reasonably anticipated at the Pretrial Scheduling Conference, or (2) the exhibit was  
26 discovered after the Pretrial Scheduling Conference and the proffering party makes the showing  
27 required in paragraph "B" below.

28 B. Upon the post-pretrial discovery of exhibits, the attorneys shall promptly inform

1 the Court and opposing counsel of the existence of such exhibits so that the Court may consider at  
2 trial their admissibility. The exhibits will not be received unless the proffering party  
3 demonstrates: (1) the exhibits could not reasonably have been discovered prior to pretrial; (2) the  
4 Court and counsel were promptly informed of their existence; (3) counsel forwarded a copy of the  
5 exhibit(s) (if physically possible) to opposing counsel. If the exhibit(s) may not be copied, the  
6 proffering counsel must show that he or she has made the exhibit(s) reasonably available for  
7 inspection by opposing counsel.

8 C. As to each exhibit, each party is ordered to exchange a copy identical to the  
9 Court's copy, or other reproduction of the exhibit(s) in a three-ring binder(s) **no later than two**  
10 **weeks before trial.**

11 D. The attorney or representative for each party is directed to present one copy of the  
12 exhibit(s) and exhibit list to the Court Clerk's Office, **no later than 3:00 p.m., two weeks before**  
13 **trial**, or at such earlier time as may be ordered by the Court. The Court shall be presented with a  
14 copy of the exhibit(s) in a 3-ring binder(s) with a side tab identifying each exhibit by number or  
15 letter. Each binder shall be no larger than three inches in width and have an identification label  
16 on the front and side panel.

17 E. It is the duty of counsel to ensure that witnesses have access to a copy of exhibit(s)  
18 if needed.

19 **X. DISCOVERY DOCUMENTS**

20 A. Lodging Deposition Transcripts and Video Files

21 It is the duty of counsel to ensure that any deposition transcripts which are to be used at  
22 trial have been lodged with the Clerk of the Court **one week prior to trial**. Counsel are  
23 cautioned that a failure to discharge this duty may result in the Court precluding use of the  
24 deposition or imposition of such other sanctions as the Court deems appropriate.

25 B. Use of Depositions

26 The parties in Paragraph 12 of their pretrial statement have already identified portions of  
27 some of the depositions intended to be offered or read into evidence (except for portions to be  
28 used only for impeachment or rebuttal). The parties are ordered to file with the Court and

1 exchange between themselves **no later than one week before trial** a statement designating any  
2 other portions of depositions intended to be offered or read into evidence (except for portions to  
3 be used only for impeachment or rebuttal).

4 C. Interrogatories and Admissions

5 The parties are ordered to file with the Court and exchange between themselves **no later**  
6 **than one week before trial** a statement designating portions of Answers to Interrogatories and  
7 Admissions which the respective parties intend to offer or read into evidence (except for portions  
8 to be used only for impeachment or rebuttal).

9 **XI. FURTHER DISCOVERY OR MOTIONS**

10 Pursuant to the Court's Pretrial Scheduling Order, all discovery and law and motion was  
11 to have been conducted so as to be completed as of the date of the Final Pretrial Conference.  
12 That Order is confirmed. The parties are free to engage in informal agreements regarding  
13 discovery and law and motion matters. However, any such agreements will not be enforceable in  
14 this Court.

15 **XII. MOTIONS IN LIMINE**

16 The parties' motions in limine are due no later than 5 p.m. on November 6, 2017.  
17 Responses are due no later than 5 p.m. on November 13, 2017. Replies are due on or before  
18 November 20, 2017.

19 **XIII. AUDIO/VISUAL EQUIPMENT**

20 The parties are required to file electronically a joint request to the Courtroom Deputy  
21 Clerk, Michele Krueger, **twenty-one (21) days before trial**, if they wish to reserve and arrange  
22 for orientation with all parties on the Court's mobile audio/visual equipment for presentation of  
23 evidence. There will be one date and time for such orientation.

24 **XIV. DATE AND LENGTH OF TRIAL**

25 Trial is scheduled for **Monday, November 27, 2017**. The estimated length of trial is  
26 approximately three (3) days. Counsel are to email Michele Krueger, Courtroom Deputy Clerk,  
27 at mkrueger@caed.uscourts.gov or call 916-930-4163 by **November 6, 2017**, to ascertain the  
28 status of the trial date.

1 **XV. OBJECTIONS TO PRETRIAL ORDER**

2 Each party is granted **fourteen (14) days** from the entry of this Final Pretrial Order to  
3 object to any part of the order or to request augmentation to it. A Final Pretrial Order will be  
4 modified only upon a showing of manifest injustice. If no objection or modifications are made,  
5 this Order will become final without further order of the Court and shall control the subsequent  
6 course of the action, pursuant to Rule 16(e) of the Federal Rules of Civil Procedure.

7 **IT IS SO ORDERED.**

8 Dated: September 8, 2017

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12 Troy L. Nunley  
13 United States District Judge  
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