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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

JOHN VODONICK,

 Plaintiff,

 v.

FEDERAL NATIONAL MORTGAGE
ASSOCIATION, INC., a
federally chartered
corporation, all persons
claiming any right, title, or
interest in certain real
property; and DOES 1 through
50, inclusive,

 Defendants.

No. 2:15-cv-00539-JAM-EFB

**ORDER DENYING PLAINTIFF'S MOTION
TO AMEND AND GRANTING
DEFENDANT'S MOTION FOR SUMMARY
JUDGMENT**

John Vodonick ("Plaintiff") moves for leave to file a second amended complaint. See Pl. Mot. to Am. ("Pl. Mot."), ECF No. 59. Federal National Mortgage Association ("Defendant") moves for summary judgment on Plaintiff's first claim for declaratory relief, parts (A) and (B), as well as Plaintiff's second claim for quiet title easement by implication. See Def. Mot. for Summ. J. ("Def. Mot."), ECF No. 60.

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1 For the reasons set forth below, the Court DENIES
2 Plaintiff's Motion to Amend the First Amended Complaint and
3 GRANTS Defendant's Motion for Summary Judgment.¹
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5 I. FACTUAL AND PROCEDURAL BACKGROUND

6 On March 10, 2015, Plaintiff filed a complaint against
7 Defendant. Compl., ECF No. 1. Plaintiff amended the complaint a
8 few days later to add additional facts but made no changes to the
9 claims for relief. See First Am. Compl. ("FAC"), ECF No. 4.
10 Plaintiff owns and resides at 15240 Willow Ridge Court in Nevada
11 City, California. Defendant's Statement of Undisputed Material
12 Facts ("SUF") ¶ 1. In August 2014, Defendant was assigned the
13 promissory note to the neighboring property, which was declared
14 to be in default. SUF ¶ 4. In addition to being neighbors,
15 Plaintiff has an easement over a portion of the property. SUF
16 ¶ 3. Defendant posted a copy of the notice of the foreclosure
17 sale—to take place on November 26, 2014, at 12:30 p.m.—at the
18 main entrance of the Nevada County, California, Superior
19 Courthouse. SUF ¶ 5.

20 Plaintiff was out of town on November 26, 2014, and
21 dispatched an agent, Michael Nudelman, to appear at the auction.
22 SUF at ¶ 7. Nudelman showed up for the scheduled sale. SUF at
23 ¶ 13. What follows is in dispute. Plaintiff alleges Nudelman
24 waited at the courthouse for approximately one and a half hours,
25 but the auction did not take place, nor did anyone announce a
26

27 ¹ This motion was determined to be suitable for decision without
28 oral argument. E.D. Cal. L.R. 230(g). The hearing was
scheduled for May 5, 2020.

1 continuance of the auction date and time. FAC ¶ 19. Meanwhile,
2 Defendant alleges the foreclosure sale auctioneer, Dana Haemmig,
3 appeared at the courthouse's main entrance, at the time and date
4 set for the sale, and announced it was postponed to December 1,
5 2014. SUF at ¶ 10. According to the "Trustees Deed Upon Sale,"
6 the property was sold "at public auction on 12/01/2014 at the
7 place named in the Notice of Sale[.]" Ex. 8 to Def. Req. for
8 Jud. Notice ("Def. RJN") at 2, ECF No. 61.

9 On March 2, 2016, the Court granted Defendant's Motion for
10 Judgment on the Pleadings with respect to claims three, four, and
11 five, and part of the first claim. See ECF No. 18. The Court
12 denied Defendant's motion with respect to the part of the first
13 claim seeking a declaration that the deed to Defendant is null
14 and void. Id. On March 31, 2017, the Court denied Defendant's
15 first Motion for Summary Judgment, which only sought judgment as
16 to the first part (part A) of Plaintiff's declaratory relief
17 claim. See ECF No. 36. For the surviving claims, Plaintiff
18 first seeks declarations that the purported deed is null, void,
19 and of no effect and that Plaintiff is vested in title and
20 interest to the easement. Second, Plaintiff seeks to quiet title
21 to the easement by implication. See FAC.

22 Currently before this Court is Plaintiff's request to amend
23 his complaint for a second time, to add claims of private and
24 public nuisance and unfair business practices. See Pl. Mot.
25 Defendant filed an opposition top this motion, ECF No. 62, and
26 Plaintiff replied, ECF No. 65. Defendant seeks summary judgment,
27 but on different grounds and for additional claims than its
28 previous motion. See Def. Mot. Defendant contends there are no

1 triable issues of material fact that would allow for Plaintiff to
2 obtain judgment on either his first or second claims. Plaintiff
3 opposed this motion, ECF No. 63, and Defendant filed a reply, ECF
4 No. 66.

5 6 II. OPINION

7 A. Plaintiff's Motion to Amend

8 1. Legal Standard

9 After the Court has filed a pretrial scheduling order, a
10 party's motion to amend must satisfy Rule 16(b)'s "good cause"
11 requirement. Johnson v. Mammoth Recreations, Inc., 975 F.2d
12 604, 607-08 (9th Cir. 1992). This requirement primarily looks
13 to "the diligence of the party seeking the amendment." Johnson,
14 975 F.2d at 609. "[T]he existence or degree of prejudice to the
15 party opposing the modification might supply additional reasons
16 to deny a motion." Id. But, unlike Rule 15's analysis, "the
17 focus of the inquiry is upon the moving party's reasons for
18 seeking modification [of the schedule]." Id. If the "[moving]
19 party was not diligent, the inquiry should end." Id.

20 2. Judicial Notice

21 Plaintiff suggests the Court "can" take judicial notice
22 that "the foothills and other areas of Northern California have
23 become more and more prone to wildfires." Pl. Mot at 5.
24 Plaintiff then mentions the Nevada County Hazardous Vegetation
25 Ordinance and refers to his "request to take judicial notice
26 filed concurrently herewith." Id. However, Plaintiff failed to
27 include a request for judicial notice with his motion.
28 Plaintiff's request for judicial notice—or lack thereof—is,

1 therefore DENIED.

2 3. Analysis

3 a. Rule 16(b)

4 Rule 16(b)'s "good cause" requirement is typically not met
5 "where the party seeking to modify the pretrial scheduling order
6 has been aware of the facts and theories supporting amendment
7 since the inception of the action." In re Western States
8 Wholesale Natural Gas ("Western States"), 715 F.3d 716, 737 (9th
9 Cir. 2013). Indeed, "carelessness is not compatible with a
10 finding of diligence and offers no reason for a grant of
11 relief." Johnson, 975 F.2d at 610.

12 Plaintiff's motion to amend raises issues similar to those
13 before the Ninth Circuit in Western States. In Western States,
14 plaintiffs knew for two years that they had potentially viable
15 federal antitrust claims. 715 F.3d at 737. Yet, they did not
16 move to amend their complaint to include these claims until
17 seven months after the scheduling order's deadline. Id. As a
18 result, the Ninth Circuit held that "the district court [had]
19 not abuse[d] its discretion in concluding that the Plaintiffs
20 were not diligent." Id. at 737-38.

21 Plaintiff seeks to add claims that are related to an
22 increased risk of wildfire in the area since the Court's March
23 1, 2016 Order on Defendant's Motion for Judgment on the
24 Pleadings. See Pl. Mot. at 2. However, as in Western States,
25 Plaintiff has been aware of potential claims related to this
26 increased risk as he, admittedly, has had "concerns regarding
27 the [wildfire] prone nature of the maintenance of [the
28 neighboring] property" since "the inception of the litigation."

1 Pl. Mot. at 4. Nonetheless, Plaintiff failed to amend his
2 complaint in a timely manner. In Plaintiff's FAC, filed over
3 five years ago, Plaintiff states that a portion of the
4 neighboring property has "historically been used by the dominant
5 tenement to . . . maintain a fire safe perimeter and for
6 purposes of drawing emergency water in the event of fire." FAC
7 ¶ 8. Plaintiff goes on to mention his use of the property as a
8 "defensible fire protection perimeter and [] an emergency water
9 source" repeatedly thereafter. See FAC ¶¶ 10, 12, 13, 14, 24.

10 In his motion, Plaintiff points to a Nevada County
11 Hazardous Vegetation Ordinance as evidence that the area is at
12 increased risk of wildfire. Pl. Mot. at 5. That ordinance was
13 last updated on March 29, 2019—one year before Plaintiff filed
14 the instant motion. Id. And in his reply, Plaintiff references
15 a letter to Defendant's attorney as evidence that he requested
16 Defendant take steps to reduce the fuel load on the neighboring
17 property. Pl. Mot at 4-5. In this letter, Defendant discusses
18 the ways in which "the hazard of forest fires has been building
19 lately" and informs Defendant's attorney that he is "intensely
20 worried about [his] own safety and the security of [his]
21 property due to the increased fire risk posed by the deplorable
22 and unsafe condition of [Defendant's] property." Vodonick Decl.
23 at 3-4, ECF No. 65-1. This letter also dates from approximately
24 one year before Plaintiff filed this motion. Presented as
25 justification for an amended complaint, both the ordinance and
26 the letter are, instead, evidence that this request to amend is
27 untimely.

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1 Plaintiff has had concerns over wildfires since he
2 commenced this action over five years ago and for at least the
3 past year, Plaintiff has been aware of an increase in the
4 frequency and severity of wildfires in the area. Nevertheless,
5 Plaintiff waited until well after this Court's June 25, 2019
6 pretrial scheduling order, see ECF No. 49, and just before the
7 deadline to file dispositive motions, see ECF No. 57, to file
8 this motion to amend his complaint for the second time. As a
9 result of this significant delay, the Court finds that
10 Plaintiff has failed to satisfy Rule 16(b)'s "good cause"
11 requirement. The Court therefore need not address whether the
12 amendment to the complaint is proper under Rule 15.

13 Accordingly, the Court DENIES Defendant's Motion to Amend
14 the First Amended Complaint.

15 B. Defendant's Motion for Summary Judgment

16 1. Legal Standard

17 A court must grant a party's motion for summary judgment
18 "if the movant shows that there is no genuine dispute as to any
19 material fact and the movant is entitled to judgment as a matter
20 of law." Fed. R. Civ. Proc. 56(a). The movant bears the
21 initial burden of "informing the district court of the basis for
22 its motion, and identifying [the documents] which it believes
23 demonstrate the absence of a genuine issue of a material fact."
24 Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986). A fact is
25 material if it "might affect the outcome of the suit under the
26 governing law." Anderson v. Liberty Lobby, Inc., 477 U.S. 242,
27 248 (1986). Once the movant makes this initial showing, the
28 burden rests upon the nonmoving party to "set forth specific

1 facts showing that there is a genuine issue for trial.” Id. An
2 issue of fact is genuine if “the evidence is such that a
3 reasonable jury could return a verdict for the nonmoving party.”
4 Id.

5 2. Evidentiary Objections

6 Plaintiff raises evidentiary objections to the declaration
7 of Dana Haemmig and the documents attached to her declaration,
8 provided in support of Defendant’s Motion for Summary Judgment.
9 See Obj. to Haemmig Decl., ECF No. 63-1. Regarding the Haemmig
10 declaration, Plaintiff argues it is inadmissible because the date
11 of execution is incomplete and the declaration provides it is
12 governed by California law, not the laws of the United States of
13 America. Obj. to Haemmig Decl. at 1-3. However, at the summary
14 judgment stage, courts focus on the admissibility of the
15 evidence’s content, not the admissibility of its form. Fraser v.
16 Goodale, 342 F.3d 1032, 1036 (9th Cir. 2011); see also Burch v.
17 Regents of the University of California, 433 F.Supp.2d 1110, 1119
18 (E.D. Cal. 2006). Accordingly, the Court overrules this
19 objection at this time.

20 Plaintiff also contends the documents attached to Haemmig’s
21 declaration are inadmissible because they were not produced by
22 Defendant during discovery. Obj. to Haemmig Decl. at 3-4. The
23 documents attached to Haemmig’s declaration are: (1) the
24 auctioneer’s script for the postponement of the foreclosure sale
25 of Plaintiff’s neighboring property; and (2) the postponement
26 script of another foreclosure sale that was postponed at the same
27 date, time, and location of the neighboring property’s
28 postponement. See Exs. 1-2 to Haemmig Decl., ECF 60-1. These

1 documents are business records of Summit Ridge Services, Inc.,
2 the independent contractor foreclosure auctioneer. Haemmig Decl.
3 ¶¶ 2-3, ECF 60-1. Thus, they were not in Defendant's possession,
4 custody, or control. Defendant had no ability or obligation to
5 produce these documents in its initial disclosures. See Fed. R.
6 Civ. Pro. 26(1)(a)(ii). Plaintiff's objection to these documents
7 is overruled.

8 3. Judicial Notice

9 Rule 201 of the Federal Rules of Evidence allows a court to
10 take judicial notice of an adjudicative fact that is "not
11 subject to reasonable dispute," because it (1) "is generally
12 known within the trial court's territorial jurisdiction"; or
13 (2) "can be accurately and readily determined from sources whose
14 accuracy cannot reasonably be questioned." Fed. R. Evid.
15 201(a)-(b). A Court may take judicial notice of matters of
16 public record. United States ex rel. Lee v. Corinthian
17 Colleges, 655 F.3d 984, 999 (9th Cir. 2011). Matters of public
18 record include "documents on file in federal or state courts."
19 Harris v. County of Orange, 682 F.3d 1126, 1132 (9th Cir. 2012).

20 Defendant requests that the Court take judicial notice of
21 eight exhibits. See Exs. 1-8 to Def. RJN, ECF No. 61. Those
22 exhibits are: (1) the Grant Deed, dated August 18, 1987 and
23 recorded in the Nevada County Official Records on October 29,
24 1987 as Document No. 87 30610; (2) the First Amended Complaint
25 in this matter, filed by Plaintiff on March 18, 2015; (3) the
26 Grant and Reservation of Easement for Access & Recreation,
27 recorded in the Nevada County Official Records on July 12, 1988
28 as Document No. 88 17719; (4) the Easement Deed, recorded in the

1 Nevada County Official Records on September 27, 1988 as Document
2 No. 88 26119; (5) the Corporation Assignment of Deed of Trust,
3 dated July 14, 2014 and recorded in the Nevada County Official
4 Records as Document No. 20140013517; (6) Notice of Default,
5 recorded in the Nevada County Official Records on August 5, 2014
6 as Document No. 20140014719; (7) the Notice of Trustee's Sale,
7 dated December 2, 2014 and recorded in the Nevada County
8 Official Records on December 8, 2014 as Document No.
9 20140023981; and (8) the Trustee's Deed Upon Sale, dated October
10 29, 2014 and recorded in the Nevada County Official Records as
11 Document No. 20140021214. Id. Meanwhile, Plaintiff requests
12 the Court take judicial notice of "the Court's files, records[,]
13 and documents in this case," notably, the Court's Order on
14 Defendant's Motion for Judgment on the Pleadings. See Pl. Req.
15 for Jud. Notice ("Pl. RJN"), ECF No. 63-2.

16 All the above are matters of public record, and therefore,
17 proper subjects of judicial notice. The Court GRANTS Defendant
18 and Plaintiff's requests for judicial notice.

19 4. Analysis

20 Defendant argues the Court should grant summary judgment
21 with respect to Plaintiff's first and second claims. See Def.
22 Mot. at 2. The remaining portions of Plaintiff's first claim ask
23 the Court for: (A) a declaration that Defendant's interest in the
24 neighboring property is void due to procedural defects in the
25 notice of sale; and (B) a declaration that that Plaintiff is
26 vested in title and interest in an easement over the neighboring
27 property to access Mosquito Creek and Deer Creek for purposes of
28 recreation, to maintain a defensible fire protection perimeter,

1 and as an emergency water source. FAC ¶ 24(A)-(B). Plaintiff's
2 second claim requests that the Court determine Defendant has no
3 right, title, or interest in the neighboring property that is
4 adverse or superior to Plaintiff's. FAC ¶¶ 27-31.

5 For the reasons set forth below, the Court GRANTS
6 Defendant's motion for summary judgment as to all the remaining
7 claims against it in this case.

8 a. Declaratory Relief

9 i. Validity of the Sale

10 Plaintiff alleges that Defendant's deed over the neighboring
11 property is void because Plaintiff never received notice of the
12 foreclosure sale's postponement. FAC ¶ 20. Defendant argues
13 that notice of the postponement was given in accordance with
14 California Civil Code § 2924g and that there is no requirement
15 that Plaintiff receive actual notice of the postponement. Def.
16 Mot. at 4. Under California law, a non-judicial foreclosure sale
17 must be preceded by an official notice of sale. Cal. Civ. Code
18 § 2924f. A sale may be postponed at the discretion of the
19 trustee. Cal Civ. Code § 2924g(c)(1)(D). Each postponement must
20 be publicly announced in accordance with the following
21 requirements:

22 The notice of each postponement and the reason therefor
23 shall be given by public declaration by the trustee at
24 the time and place last appointed for sale. A public
25 declaration of postponement shall also set forth the
26 new date, time, and place of sale and the place of sale
27 shall be the same place as originally fixed by the
28 trustee for the sale. No other notice of postponement

1 need be given.

2 Ca. Civ. Code § 2924g(d). Including actual notice. Actual
3 notice is not required "so long as notice is provided . . . in
4 compliance with the statute." Knapp v. Doherty, 123 Cal. App.
5 4th 76, 88 (2004).

6 Defendant has submitted evidence establishing that notice of
7 the oral postponement was given in accordance with § 2924g(d).
8 As noted above, in a sworn declaration, auctioneer Dana Haemmig
9 attests that, on November 26, 2014, at the entrance to the Nevada
10 County courthouse, she announced that the foreclosure sale would
11 be postponed until December 1, 2014. Haemmig Decl. ¶ 7. Her
12 testimony is corroborated by the auctioneer's script for the
13 postponement of the foreclosure sale that she created on November
14 26, 2014, concurrently with postponing the sale of the
15 neighboring property. Haemmig Decl. ¶ 8. This document was
16 maintained by her employer, Summit Ridge Services, Inc., as part
17 of its records on the foreclosed property. See Ex. 1 to Haemmig
18 Decl. Haemmig's script postpones the sale until December 1,
19 2014, specifies that two people were present when she made the
20 announcement, and explains that trustee discretion was the reason
21 for postponement. Id.

22 Meanwhile, Plaintiff has not submitted any evidence that
23 directly refutes or contradicts Haemmig's declaration or the
24 auctioneer's script. Plaintiff alleges that his agent, Michael
25 Nudelman, appeared at the Nevada County courthouse in time for
26 the November 26, 2014 sale, but that he did not hear Haemmig's
27 announcement. Opp'n to Def. Mot. at 7. It is not alleged that
28 Haemmig did not, in fact, announce the postponement. Plaintiff

1 makes reference in his opposition to a declaration from Mr.
2 Nudelman, Opp'n to Def. Mot. At 6-7; but Plaintiff failed to file
3 this declaration along with his opposition. Portions of
4 Nudelman's deposition testimony are however attached to
5 Defendant's motion. The Court notes that nowhere in this
6 testimony does Nudelman directly contend that Haemmig did not
7 make an announcement. See Nudelman Dep. Tr., ECF No. 60-2.

8 The Court cannot rely on conclusory or speculative testimony
9 from a declaration that was not filed or on unsupported
10 allegations in opposing papers to find genuine issues of material
11 fact. Thornhill Publ'g Co., Inc. v. GTE Corp., 594 F.2d 730, 738
12 (9th Cir. 1979) (citing Fed. R. of Civ. Pro. 56(e)); see
13 Crescenzo v. Wells Fargo Bank NA, Case No. 11-CV-02507, WL 510045
14 at *4 (C.D. Cal. 2013) (finding evidence of a supposed
15 cancellation of a foreclosure sale insufficient to create a
16 genuine issue of material fact as to whether the auctioneer
17 publicly announced the postponement of the sale). Plaintiff has
18 failed to make a sufficient showing to establish that Defendant
19 did not comply with the requirements of § 2924g. See Reynolds v.
20 SunTrust Mortg., Inc., Case No. 10-CV-1508, WL 5884258 at *4
21 (E.D. Cal. 2011) (plaintiffs declaration stating he never
22 received or saw notices of a foreclosure sale was insufficient
23 to: (1) overcome the common law presumption that a nonjudicial
24 foreclosure sale is properly conducted; (2) dispute defendant's
25 claim that it complied with nonjudicial foreclosure procedures;
26 and, thus, failed to raise a triable issue of material fact).

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1 Defendant, by contrast, has shown, as a matter of law, that
2 the postponement complied with the notice requirements and the
3 foreclosure sale was therefore valid. Accordingly, the Court
4 GRANTS Defendant's Motion for Summary Judgment on part (A) of
5 Plaintiff's first claim for declaratory relief.

6 ii. Plaintiff's Easement

7 Plaintiff asks the Court to declare he is vested in title
8 and interest in an easement over the neighboring property "to
9 access Mosquito Creek and Deer Creek for purposes of
10 recreation[,] to maintain a defensible fire protection
11 perimeter[,] and as an emergency water source." FAC ¶ 24(B).
12 Defendant argues Plaintiff already holds a recorded easement that
13 allows him "access and recreation over the westerly five feet and
14 the northerly fifty feet" of the neighboring property. Def. Mot.
15 at 9 (citing Easement Deed, Ex. 4 to Def. RJN, ECF No. 61). As a
16 result, there is no present controversy and Plaintiff has not
17 stated a claim for declaratory relief. Id.

18 Article III limits judicial adjudication to actual cases or
19 controversies. Thus, "[w]hen presented with a claim for a
20 declaratory judgment, [] federal courts must take care to ensure
21 the presence of an actual case or controversy, such that the
22 judgment does not become an unconstitutional advisory opinion."
23 Rhoades v. Avon Prods., Inc., 504 F.3d 1151, 1157 (9th Cir.
24 2007). "To determine whether a declaratory judgment action
25 presents a justiciable case or controversy, courts consider
26 "whether the facts alleged, under all the circumstances, show
27 that there is a substantial controversy, between parties having
28 adverse legal interests, or sufficient immediacy and reality to

1 warrant the issuance of a declaratory judgment.” Shell Gulf of
2 Mexico, Inc. v. Center for Biological Diversity, Inc., 771 F.3d
3 632, 635 (9th Cir. 2014) (internal quotation marks and citation
4 omitted).

5 It is undisputed that Plaintiff holds an express easement
6 “for access and recreation” over a portion of the neighboring
7 property. See Easement Deed, Ex. 4 to Def. RJN. Plaintiff’s
8 easement gives him access to the westerly five feet and the
9 northerly fifty feet of the neighboring property. Id.

10 Nonetheless, Plaintiff requests a declaratory judgment that he is
11 vested in title and interest in an easement over the neighboring
12 property. See FAC ¶ 24(B). Plaintiff’s FAC describes how, on
13 July 12, 1988, he became vested in title with an easement over
14 the neighboring property and then, on September 27, 1988, he
15 became vested with a further easement over the property. FAC
16 ¶ 11. These allegations are uncontroverted. As a result, there
17 is no substantial controversy or need for declaratory relief.

18 To the extent that Plaintiff seeks an expansion of this
19 easement—to give him the ability to “maintain a defensible fire
20 protection perimeter,” see FAC ¶ 24(B)—the Court declines to do
21 so. In effect, Plaintiff requests, in part (B) of his first
22 claim, the same relief he requests in his second claim, i.e., an
23 easement by implication. “An implied easement may arise when,
24 under certain specific circumstances, the law implies an intent
25 on the part of the parties to a property transaction to create or
26 transfer an easement even though there is no written document
27 indicating such an intent.” Mikels v. Rager, 232 Cal. App. 3d
28 334, 357 (1991). Here, there is a written document setting forth

1 the grantor's intent. See Easement Deed, Ex. 4 to Def. RJN.
2 Moreover, Defendant admits the grantor "wanted [him] to stop
3 removing the dangerous brush, underwood and trees." Vodonick
4 Decl. ¶ 5, ECF No. 64. Thus, the grantor's intent is clear.

5 The existence of the express easement detailing the scope of
6 Plaintiff's access to the neighboring property therefore obviates
7 the need for the Court to declare Plaintiff is vested in title
8 and interest in an easement over the neighboring property.
9 Moreover, the express easement precludes the Court from expanding
10 its scope by way of granting an easement by implication.
11 Accordingly, the Court GRANTS Defendant's Motion for Summary
12 Judgment on part (B) of Plaintiff's first claim for declaratory
13 relief.

14 b. Quiet Title Easement by Implication

15 For the reasons set forth above, the Court does not, as a
16 matter of law, find there exists an easement by implication. See
17 Hansen v. Danielson, 136 Cal. App. 2d 653, 656 (1955) ("[A]
18 judgment quieting title cannot enlarge the grant made by the
19 parties.") Accordingly, the Court GRANTS Defendant's Motion for
20 Summary Judgment on Plaintiff's second claim for quiet title
21 easement by implication.

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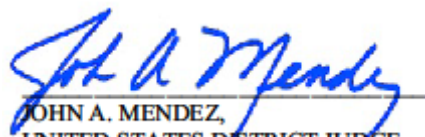
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III. ORDER

For the reasons set forth above, the Court DENIES Plaintiff's Motion to Amend the First Amended Complaint and GRANTS Defendant's Motion for Summary Judgment on Plaintiff's remaining claims. The Clerk of the Court is therefore directed to close the case.

IT IS SO ORDERED.

Dated: June 2, 2020



JOHN A. MENDEZ,
UNITED STATES DISTRICT JUDGE