UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

Timothy P. DeMartini, et al. v. Michael J. DeMartini, et al.

DeMartini · No. 2:14-cv-02722-DJC-CKD · Decided June 23, 2025

OPINION

(PS) DeMartini v. DeMartini

PER CURIAM.

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA

TIMOTHY P. DEMARTINI, et al., No. 2:14-cv-02722-DJC-CKD Plaintiffs, v.

ORDER

MICHAEL J. DEMARTINI, et al., Defendants. Before the Court is Defendants' Motion to Dismiss Plaintiffs' partition claim, wherein Defendants argue that claim is barred as a matter of law because it was required to be brought in the Parties prior state court action. Plaintiffs, in turn, argue the Court should deny dismissal and also impose sanctions on Defendants as they have moved for dismissal of the partition claim on that same basis numerous times before, and their m otion has been denied each time. Before the Court is also Plaintiffs' Motion for Reconsideration of the Court's prior denial of Plaintiffs' Motion for Attorneys' Fees in 2019. Therein, Plaintiffs argue that the controlling law has changed and new evidence has come to light necessitating reconsideration of the denial. Finally, Defendants have moved to quash or stay enforcement of the Writ of Execution issued in this matter on May 14, 2025, for $113,838.94, arguing the doctrine of equitable setoff extinguishes Plaintiffs' claim against them as Plaintiffs owes them the significantly larger sum of $134,673.60, and Defendants have appealed the Court's judgment forming the basis for the Writ of Execution, weighing in favor of a stay. Having considered the Parties' briefings and arguments, the Court will deny Defendants' Motion to Dismiss and Plaintiffs' Motions for Sanctions. However, the Court will grant Plaintiffs' Motion for Reconsideration. The Court will also grant Defendants' Ex Parte Emergency Motion and stay enforcement of the Writ of Execution until Defendants' appeal has been resolved.

BACKGROUND

The Parties and Court are well acquainted with the factual background of this matter as laid out in the Court's prior orders. (See ECF No. 483 at 2–4; ECF No. 529 at 1–6.) As is relevant here, Plaintiffs Timothy DeMartini and Margie DeMartini brought this partition action on September 15, 2014, seeking partition of real property located at 12757, 12759, and 12761

Loma Rica Drive, Grass Valley, California (the “Property”) and asserting related claims. (ECF Nos. 1, 225.) The Court held a bench trial on Plaintiffs’ partition claim in April 2018, and issued an Interlocutory Judgment of Partition on May 30, 2018, ordering the Property be partitioned in kind. (ECF No. 361.) On May 10, 2019, Plaintiffs filed a Motion for Attorneys’ Fees, seeking allocation of statutory partition costs incurred from the inception of the case through February 22 2019. (ECF No. 414.) The Court denied the motion in finding that the Interlocutory Judgment of Partition was a final order, and that Plaintiffs’ motion came too late after entry of final judgment under Local Rule 293(a). (ECF No. 428.) Plaintiffs appealed the denial of their Motion for Attorneys’ Fees as well as the Court’s determination that the Interlocutory Judgment of Partition was a final order. (ECF No. 438.) The Ninth Circuit dismissed the appeal for lack of jurisdiction, finding that the Interlocutory Judgment of Partition was not a final judgment. (ECF No. 473.)

The Court also held a jury trial on Plaintiffs’ related breach of contract claim in April 2018. The jury rendered a verdict for Plaintiffs, and the Court entered judgment on May 4, 2018, with costs taxed September 18, 2018. (ECF Nos. 335, 347, 387.) Defendants paid Plaintiffs $134,673.60 in satisfaction of that judgment on or around March 22, 2019, and Plaintiffs filed a Satisfaction of Judgment on April 4, 2019. (ECF 413.) Defendants Michael DeMartini and Renate DeMartini appealed, and the Ninth Circuit vacated the Court’s judgment on Plaintiffs’ breach of contract claim, reasoning that the Court had improperly granted summary judgment on Defendants’ counterclaims for breach of partnership and defamation and excluded partnership and mitigation evidence during the trial which likely tainted the jury’s verdict. (ECF No. 455.) The Ninth Circuit remanded for a new trial of Plaintiffs’ breach of contract claim and Defendants’ counterclaims. (Id.)

On December 3, 2021, Defendants moved to set aside the Court’s Interlocutory Judgment on Partition, arguing that the Ninth Circuit’s mandate that the Court retry Plaintiffs’ breach of contract and Defendants’ counterclaims extended to Plaintiffs’ partition claim as well. (ECF No. 458.) On March 13, 2024, the Court denied Defendants’ Motion to Set Aside, and subsequently denied reconsideration of that denial on June 5, 2024, holding that nothing in the Ninth Circuit’s decision required retrial of the partition claim as the reasoning in the Ninth Circuit’s order was limited to the breach of contract and counterclaims. (ECF Nos. 483, 497.)

On October 2, 2024, Defendants filed a Motion to Dismiss Plaintiffs’ Claim for Partition of Real Property. (ECF No. 515.) Plaintiffs, in response, opposed dismissal, and also filed two Motions for Sanctions, arguing Defendants’ Motion to Dismiss was brought in bad faith. (ECF No. 518; ECF No. 530.) These Motions were taken under submission by the Court pursuant to Local Rule 230(g). (ECF No. 536.)

On December 3, 2024, Plaintiffs filed a Motion for Allocation of Statutory Partition Costs, seeking allocation of attorneys’ fees and law firm costs incurred by Plaintiffs from March 2019 through September 2024. (ECF No. 538.) On April 2, 2025, the Court granted Plaintiffs’ Motion, allocating $225,652.05 in partition fees and costs among the Parties according to their respective 50% interests in the Property. (ECF No. 548.) Defendants appealed that Order on April 30, 2025. (ECF No. 553.) On May 13, 2025, Plaintiffs filed an Application for Writ of Execution in the amount of $113,838.94, seeking Defendants half of the partition costs plus interest. (ECF No. 558.) On May 14, 2025, the Clerk of Court issued the Writ of Execution. (ECF No. 559.) The next day, Defendants filed an Ex Parte Emergency Motion to Quash Writ of Execution, for Stay of Enforcement, and for Relief from Judgment, seeking to quash or stay enforcement of the Writ, arguing they had effectively already paid Plaintiffs the $113,838.94 due and that their pending appeal warranted a stay. (ECF No. 560.) On April 18, 2025, Plaintiffs also filed a Motion for Reconsideration of the Court's prior denial of their May 10, 2019, Motion for Attorneys' Fees, arguing that Ninth Circuit's determination that the Interlocutory Judgment of Partition was not a final order rendered the Court's denial on that basis improper. (ECF No. 552.) The Court held a hearing on June 12, 2025, with Christian Kemos appearing for Plaintiffs, and Defendants representing themselves, during which the Court heard argument on Plaintiffs' Motion for Reconsideration. The Motion was taken under submission.

DISCUSSION

I. Defendants' Motion to Dismiss and Plaintiffs' Motions for Sanctions Will be Denied

Defendants move to dismiss Plaintiffs' partition claim, arguing Plaintiffs were required to assert this claim as a counterclaim in a previously filed state court action involving the same Parties, but failed to do so, barring the Plaintiffs from asserting that claim here. (ECF No. 515.) Plaintiffs argue dismissal is improper because Defendants have previously sought for dismissal of their partition claim on this same ground three times and have been denied each time. (ECF No. 521.) Thus, Plaintiffs argue this is an improper attempt to relitigate the same argument without proper grounds for reconsideration, as the motion presents no newly discovered evidence, no showing that the Court committed clear error, nor any intervening change in the controlling law. (Id.) Plaintiffs also argue the Court should impose sanctions on Defendants for bringing this frivolous motion, including requiring that Defendants pay all costs and fees associated with defending against the motion, and imposing a prefiling order restraining Defendants from filing motions without demonstrating their merit and legal basis. (ECF Nos. 518, 530.) The Court will not dismiss Plaintiffs' partition claim. As Plaintiffs point out, this Court has thoroughly considered, and rejected, Defendants' argument that Plaintiffs were required to raise their partition claim as a counterclaim in the prior state court action. (See ECF Nos. 343 at 239:13-240:2, 242:18-21, 408.) Defendants have demonstrated no valid basis to reconsider that conclusion here. Instead, Defendants suggest that this Motion "was correctly filed pursuant to the Ninth Circuit's order to remand for a new trial and the Court's order permitting the filing of dispositive motions." (ECF No. 527 at 2.) As this Court has explained numerous times, the Ninth Circuit's mandate that this Court retry Plaintiffs' breach of contract claim and Defendants' counterclaims does not extend to Plaintiffs' partition claim. (ECF Nos.

483, 497.) Defendants repeated attempts at a do-over of the partition trial despite this Court's clear orders to the contrary are not well-taken. In light of Defendants' pro se status, and the complex history and posture of this case, the Court will not impose sanctions at this time. That said, Defendants are advised to refamiliarize themselves with Federal Rule of Civil Procure 11's requirements and to abide by those requirements moving forward. In sum, Defendants' Motion to Dismiss and Plaintiffs' Motions for Sanctions will be denied.

II. Plaintiffs' Motion for Reconsideration Will be Granted

Plaintiffs argue that their May 10, 2019, Motion for Attorneys' Fees, which sought allocation of their statutory partition costs incurred from inception of the matter through February 2019, was improperly denied on the basis that it was brought too late after entry of the Court's Interlocutory Judgment of Partition, i.e., "final judgment" on partition. (ECF No. 552.) Plaintiffs argue that the Ninth Circuit has since clarified that the Interlocutory Judgment of Partition was not a final order, and that reconsideration of the Court's denial is therefore appropriate given the erroneous basis for the Court's prior ruling. (Id.) Thus, Plaintiffs ask that this Court allocate their partition costs from inception through February 2019 for the reasons stated in their Motion for Attorneys' Fees. (Id.) Given the length of time for which Plaintiffs have borne these costs alone, Plaintiffs also ask for prejudgment interest. (Id.) A district court has inherent power to reconsider, rescind, or modify an interlocutory order for sufficient cause. United States v. Martin, 226 F.3d 1042, 1049 (9th Cir. 2000); L.R. 230(j) (authorizing motions for reconsideration of "any motion [that] has been granted or denied in whole or in part"). Generally, reconsideration is appropriate only when controlling law has changed, new evidence has become available, or when necessary to correct a clear error or prevent manifest injustice. Sch. Dist. No. 1J, Multnomah Cnty., Oregon v. ACandS, Inc., 5 F.3d 1255, 1263 (9th Cir. 1993). Absent a showing of manifest injustice, the court will not disturb its prior ruling. Advanced Steel Recovery, LLC v. X-Body Equip., Inc., No. 2:16-cv-00148-KJMJDP, 2020 WL 6043935, at *5 (E.D. Cal. Oct. 13, 2020). This Court's local rules also govern reconsideration. They require the moving party to provide "what new or different facts or circumstances are claimed to exist which did not exist or were not shown" or "what other grounds exist for the motion" and "why the facts or circumstances were not shown at the time of the prior motion." L.R. 230(j). The Court finds that reconsideration is warranted here. This Court previously denied Plaintiffs' Motion for Attorneys' Fees under Local Rule 293, which provides that "[m]otions for awards of attorneys' fees to prevailing parties pursuant to statute shall be filed not later than twenty-eight (28) days after entry of final judgment." L.R. 293(a). The Court reasoned that it's May 30, 2018, Interlocutory Judgment of Partition was a final judgment, and accordingly Plaintiffs' Motion for Attorneys' Fees, which was brought a year later, was untimely. (ECF No. 428.) However, the Ninth Circuit has since clarified that the Interlocutory Judgment of Partition was not a final judgment on the merits. (See ECF No. 473.) Thus, under the Ninth Circuit's guidance, this Court clearly erred in determining that the Interlocutory Judgment of Partition was a "final judgment" barring

Plaintiffs from bringing their fees motion. Further, the Court finds that reconsideration is warranted to avoid manifest injustice, as California clearly mandates that courts "shall apportion the costs of partition among the parties in proportion to their interests or make such other apportionment as may be equitable." Cal. Code Civ. Proc. § 874.040. "There is no ambiguity in the language of section 874.040. It simply states that the trial court must apportion the costs incurred in a partition action based upon either the parties' interests in the property, or equitable considerations." Lin v. Jeng, 203 Cal. App. 4th 1008, 1025 (2012). Thus, without reconsideration, Plaintiffs will be left to bear a large portion of the partition costs and fees alone in contravention of California law.

The Court has reviewed Plaintiffs' prior Motion for Attorneys' Fees, wherein Plaintiffs request that the Court apportion $684,324 in attorneys' fees[1] and $3,550 in costs according to the Parties' interests, i.e., 50% to Plaintiffs, and 50% to Defendants. (ECF No. 414.) The Court finds that apportionment of these costs and fees is appropriate for the same reasons discussed in the Court's Order Granting Allocation of Statutory Partition Costs. (See ECF No. 548.)

Notably, the costs and fees sought are for the common benefit, as they were expended in preserving both Parties' ownership interests in the Property and advancing partition of the Property according to those interests. As detailed by Plaintiffs, since the inception of this case, Defendants have pursued a theory that the

[1] The attorneys' fees were calculated as follows: (1) $155,575 charged by Kirk S. Rimmer, (2) $477,349 charged by Peter A. Kleinbrodt, (3) $42,130 charged by Peter H. Cuttitta, and (4) $9,270 charged by Susan K. McGuire. (Rimmer Decl. (ECF No. 414-2); Kleinbrodt Decl. (ECF No. 414-3); Cuttitta Decl. (ECF No. 414-4); McGuire Decl. (ECF No. 414-5).) Each attorney provided supporting documentation for their request.

Property is owned by a partnership, not the Parties, thereby calling into question the Parties' title in and right to partition the Property. (ECF No. 414 at 1–5, 7–8.) Plaintiffs argue their "bringing of the action, the [temporary restraining order], and the defense against Defendants' counterclaims of partnership ownership were all necessary in preserving the title of the property and accomplishing equitable partition of the property itself." (Id. at 7–8.) Indeed, "Defendants insisted on their theory of a partnership ownership of the Grass Valley Property even in trial . . . [demonstrating] Plaintiffs' efforts in defending the title of the property for the actual owners was for the common benefit of those owners." (Id. at 8.) Thus, Plaintiffs argue a great deal of the work they performed from the start of this case through trial was for the Parties' common benefit.

The Court agrees. As California courts have explained, "the 'common benefit' in a partition action is the proper distribution of the 'respective shares and interests in the said property by the ultimate judgment of the court.'" Orien v. Lutz, 16 Cal. App. 5th 957, 967 (2017) (quoting Capuccio v. Caire, 215 Cal. 518, 528 (1932)). "This sometimes will require that controversies be litigated to correctly determine those shares and interests, but this ultimately can be for the common benefit as well." Id. (internal citations and quotations omitted). "That fact that a party resists the partition does not change this." Id. Such is the case here, where Plaintiffs have pursued the proper distribution of the Property according to the Parties’ respective shares. In addition, the Court finds that the costs and fees sought are largely reasonable. Defendants object that many of Plaintiffs’ billing entries are vague, difficult to discern, and appear “overlapping, divergent, excessive, and unexplained.” (ECF No. 425 at 11–12.) The Court largely credits Plaintiffs’ representation that their counsel have “cut out fees that they have in their discretion determined not to be for the common good, have deducted any awards for attorneys’ fees which have already occurred through sanctions and discovery orders to avoid double recovery, and have [charged] their fees that were for the common good by a reduced hourly rate . . . .” (ECF No. 414 at 8–9.) As with the Court’s prior Order, however, the Court will impose a 10% reduction to counsels’ claimed fees to account for any vague entries that may not correspond to fees for the common benefit and that were missed in counsels’ review. See Orien, 16 Cal. App. 5th at 968 (courts may adjust allocation of fees to the extent they do not provide a common benefit to all parties or are not reasonable including by “setting the fee amounts and determining the appropriate allocation”); see also Gonzalez v. City of Maywood, 729 F.3d 1196, 1203 (9th Cir. 2013) (a district court can impose a small reduction no greater than 10% based on its exercise of discretion and without a more specific explanation).

Finally, Plaintiffs request that the Court award prejudgment interest under California Code of Civil Procedure section 874.020, which provides that the “costs of partition include reasonable expenses, including attorney’s fees, necessarily incurred by a party for the common benefit in prosecuting or defending other actions or other proceedings . . . with interest thereon at the legal rate from the time of making the expenditures.” (ECF No. 552 at 13–15.) Plaintiffs ask that the Court “award Plaintiffs interest of 10% on those allocated costs as of July 17, 2019, the date Plaintiffs’ first allocation motion was denied.” (Id. at 13.)

The Court declines to award interest here. First, the Court notes that the definition of partition costs in section 874.020, as cited by Plaintiffs, applies to costs incurred in related actions. See Cal. Code Civ. Proc. § 874.020 (“Costs incurred in related action”). Plaintiffs seek attorneys’ fees incurred in this action, which are governed by section 874.010, and make no mention of interest. See Cal. Code Civ. Proc. § 874.010 (establishing that the costs of partition include “[r]easonable attorney’s fees incurred or paid by a party for the common benefit”). Second, the Court acknowledges that Plaintiffs have been forced to wait some time to recover on Defendants’ portion of the partition costs and fees. However, this delay is attributable to the Court, not the Parties themselves. Thus, the Court finds it would be inequitable to charge the Parties, particularly Defendants, interest due to the Court’s delay. See Cal. Code Civ. Proc. § 874.040 (“[T]he court shall apportion the costs of partition among the parties in proportion to their interests or make such other apportionment as may be equitable.”) (emphasis added).

Accordingly, the Court shall apportion $615,891.60 (i.e., $684,324 x .9) in attorney’s fees and $3,550 in law firm costs among the Parties according to their interests, i.e., 50% to Plaintiffs and 50% to Defendants.

III. Defendants’ Ex Parte Emergency Motion to Quash Writ of Execution, For Stay of Enforcement, and For Relief from

Judgment

Finally, Defendants have moved for relief from the Writ of Execution entered on May 14, 2025, obligating them to pay $113,838.94. (ECF No. 560.) First, Defendants argue that the Writ should be quashed because Plaintiffs owe them a greater debt of $134,673.60, and the doctrine of equitable setoff dictates that these mutual debts be extinguished. (Id. at 1.) As Defendants explain, this larger debt was incurred because Defendants previously paid Plaintiffs $134,673.60 in satisfaction of the judgment entered on Plaintiffs' breach of contract claim following trial in 2019. (Id. at 2.) Defendants argue that, because the Ninth Circuit reversed the underlying judgment, Plaintiffs' entitlement to the $134,673.60 is now null and void, but Plaintiffs have refused to return the funds, thereby indebting themselves to Defendants. (Id. at 2–3.) Second, Defendants argue that the Court should stay enforcement of the judgment under Federal Rule of Civil Procedure 62 given their pending appeal of the Court's Order Granting Allocation of Statutory Partition Costs. (Id. at 3.) They argue that the Court should not require a bond to institute this stay given that Plaintiffs' debt to Defendant exceeds the writ amount. (Id.) Finally, Defendants argue relief is proper under Federal Rule of Civil Procedure 60(b) because the judgment has been effectively "satisfied, released, or discharged" by the larger offsetting debt, and its prospective application is "no longer equitable" given the Ninth Circuit's reversal creating that offset. (Id. at 3–4.) The Court declines to quash the Writ or grant relief from the Court's Order Granting Allocation of Statutory Partition Costs under Rule 60 at this time. First, the Court finds that it lacks jurisdiction to grant relief under Rule 60 given Defendants' pending appeal of the Court's Order. See Davis v. Yageo Corp., 481 F.3d 661, 685 (9th Cir. 2007) ("Once an appeal is filed, the district court no longer has jurisdiction to consider motions to vacate."); see also Fed. R. Civ. P. 62.1(a) ("If a timely motion is made for relief that the court lacks authority to grant because of an appeal that has been docketed and is pending, the court may: (1) defer considering the motion; (2) deny the motion; or (3) state either that it would grant the motion if the court of appeals remands for that purpose or that the motion raises a substantial issue."). Second, while a "court can recall and quash a writ of execution if it was improperly ordered," Moreno v. Ross Island Sand & Gravel Co., No. 2:13-cv-00691-KJM-KJN, 2016 WL 3549453, at *1 (E.D. Cal. June 30, 2016), whether a motion to quash is granted is left to the district court's discretion, United States v. Watson, 29 F. App'x 455, 456 (9th Cir. 2015). Here, Defendants argue that their financial obligations to Plaintiffs have already been satisfied by virtue of their payment of a prior judgment to which Plaintiffs are no longer entitled. (ECF No. 560 at 2–3.) Plaintiffs, in turn, argue that Defendants are already seeking repayment of that judgment in a different court proceeding. (ECF No. 561 at 2–3.) On balance, while Defendants may have a valid argument for equitable setoff, they have not briefed whether Plaintiffs were required to return the $134,673.60 judgment to them following the Ninth Circuit's mandate nor addressed if they are currently seeking repayment of that amount elsewhere. Accordingly, the Court cannot find that the Writ of Execution was "improperly ordered" at this time. However, the Court will stay execution of the Writ until such time as the Ninth Circuit has resolved Defendants' appeal. An appeal does not automatically stay enforcement of a judgment. However, "[a]t any time after judgment is entered, a party may obtain a stay by providing a bond or other security." Fed. R. Civ. P. 62(b). Under the Local Rules, "a supersedeas bond shall be 125 percent of the amount of the judgment unless the Court otherwise orders." L.R. 151(d). When no bond is posted, grant or denial of a stay is "a matter strictly within the judge's discretion." In re Matter of Combined Metals Reduction Co., 557 F.2d 179, 193 (9th Cir. 1977); see also Rachel v. Banana Republic, Inc., 831 F.2d 1503, 1505 n.1 (9th Cir. 1987) ("District courts have inherent discretionary authority in setting supersedeas bonds . . . ."). While not addressed by the Ninth Circuit, the Court of Appeals for the District of Columbia has observed that courts grant partially secured or unsecured stays only in "unusual circumstances . . . if they do not unduly endanger the judgment creditor's interest in ultimate recovery." Fed. Prescription Serv. v. Am. Pharm. Ass'n, 636 F.2d 755, 760-61 (D.C. Cir. 1980); see also Bolt v. Merrimack Pharms., Inc., No. S-04-0893-WBS-DAD, 2005 WL 2298423, at *2 (E.D. Cal. Sept. 20, 2005) ("While parties have a right to a stay obtained through a supersedeas bond, an unsecured stay is reserved for 'unusual circumstances' and awarded at the district court's discretion."); Townsend v. Holman Consulting Corp., 881 F.2d 788, 796 (9th Cir.1989) ("[C]ourts have deviated from the terms of Rule 62 when the equities so required."), vacated on reh'g on other grounds by 929 F.2d 1358 (9th Cir. 1990) (en banc). The moving party typically bears the burden of demonstrating the reasons for a departure from the full security supersedeas bond. See Poplar Grove Planting & Ref. Co. v. Bache Halsey Stuart, Inc., 600 F.2d 1189, 1191 (5th Cir. 1979) (creating this standard); Hines v. Cal. Pub. Utils. Comm'n, No. C 07-04145-CW, 2010 WL 3565498, at *1 (N.D. Cal. Sept. 10, 2010) (applying Poplar Grove).

When analyzing whether a bond waiver is justified, courts often consider whether "(1) 'defendant's ability to pay is so plain that the cost of the bond would be a waste of money'" or (2) "requiring a bond 'would put the defendant's other creditors in undue jeopardy.'" Estate of Casillas v. City of Fresno, 471 F. Supp. 3d 1035, 1036 (E.D. Cal. 2020) (quoting Olympia Equip. v. W. Union Tel. Co., 786 F.2d 794, 796 (7th Cir. 1986)). Courts may also consider "(1) the complexity of the collection process; (2) the amount of time required to obtain a judgment after it is affirmed on appeal; [and] (3) the degree of confidence that the district court has in the availability of funds to pay the judgment." Cotton ex rel. McClure v. City of Eureka, Cal., 860 F. Supp. 2d 999, 1028 (N.D. Cal. 2012) (quoting Dillon v. City of Chicago, 866 F.2d 902, 904-05 (7th Cir. 1988)); see also Yenidunya Investments, Ltd. v. Magnum Seeds, Inc., No. CIV. 2:11-1787-WBS-CKD, 2012 WL 1085535, at *2 (E.D. Cal. Mar. 30, 2012) (applying these factors); United States v. Moyer, No. C 07-00510 SBA, 2008 WL 3478063, at *12 (N.D. Cal. Aug. 12, 2008) ("Ninth Circuit courts regularly use these factors.").

Here, Plaintiffs do not dispute that Defendants previously paid them $134,673.60 in satisfaction of a judgment, and that their current entitlement to that amount is uncertain given the Ninth Circuit's mandate. While the Court finds the Parties current evidence and briefing on this dispute is insufficient to quash the Writ of Execution, it is sufficient to excuse Defendants' bond requirement to obtain a stay. Accordingly, the Court will stay enforcement of the Writ of Execution until the Ninth Circuit has issued a mandate on Defendants' appeal of the Court's Order Granting Allocation of Statutory Partition Costs.

CONCLUSION

In accordance with the above, it is hereby ORDERED that: 1. Defendants' Motion to Dismiss (ECF No. 515) is DENIED; 2. Plaintiffs' Motions for Sanctions (ECF Nos. 518, 530) are DENIED; 3. Plaintiffs' Motion for Reconsideration (ECF No. 552) is GRANTED. The Court hereby apportions $615,891.60 in attorney's fees and $3,550 in law firm costs among the Parties according to their interests, i.e., 50% to Plaintiffs and 50% to Defendants; and 4. Defendants' Ex Parte Emergency Motion to Quash Writ of Execution, For Stay of Enforcement, and For Relief from Judgment (ECF No. 560) is GRANTED. The Court hereby STAYS enforcement of the Writ of Execution (ECF No. 559) until the Ninth Circuit has issued a mandate on Defendants' appeal of this Court's Order Granting Allocation of Statutory Partition Costs (ECF No. 548). A IT IS SO ORDERED. | Dated: _June 20, 2025 "Darel A CDbnetto Hon. Daniel alabretta

UNITED STATES DISTRICT JUDGE

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