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FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

JAN 11 2011

GARY M. BLAIR, Executive Officer
BY K. Littlejohn
K. LITTLEJOHN, Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

LANDSLIDE REPAIR FOUNDATION, a
California non-profit corporation,

Plaintiff

vs

DAVID B. CASSELMAN, WASSERMAN,
COMDEN & CASSELMAN, LLP, a limited
partnership, STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Defendants

Case No. 1337007

**INTERLOCUTORY JUDGMENT AND
ORDER FOR REFERENCE**

AND RELATED CROSS-ACTION

This action came on regularly for trial on June 29, 2010. The court issued its tentative statement of decision on July 2, 2010 and its final decision on August 10, 2010 (a copy of which is attached and appended hereto as though fully set forth at this place).

IT IS NOW ORDERED, ADJUDGED AND DECREED THAT:

- 1. Plaintiff Landslide Repair Foundation take nothing against Wasserman, Comden & Casselman LLP; David B. Casselman; or the State of California Department of Transportation ("Cal Trans") by its complaint;

1 2. The court finds against Landslide on its claim that Wasserman, Comden &
2 Casselman LLP and David B. Casselman have no right to collect the balance of their
3 contingent fee from the residue of the settlement fund. The Residue of the settlement fund
4 from which Wasserman, Comden & Casselman LLP and David B. Casselman may collect
5 the balance of their contingent fee will consist of the fund that will go to Landslide at the
6 conclusion of the five-year duration of the Settlement Agreement – that is one-half of the
7 residual \$50 million repair fund and one-half of the cumulative interest earned on the \$50
8 million since the date of the deposit with UBS. The other one-half of the residual \$50
9 million repair fund and one-half of the cumulative interest earned on the \$50 million since
10 the date of the deposit with UBS shall go to Cal Trans;

11 3. The court finds against Landslide on its claim that David B. Casselman and
12 Wasserman, Comden & Casselman LLP must return all settlement funds that have not
13 been used in accordance with the terms of the settlement agreement in Alexander together
14 with interest at the legal rate;

15 4. The court finds that Cal Trans is entitled to a refund of one-half of the residual \$50
16 million repair fund, plus interest;

17 5. The court finds for Casselman and Wasserman, Comden & Casselman LLP on its
18 cross-complaint seeking an accounting against Landslide. An accounting is necessary to
19 establish if there are additional sums to pay the gap between the fee agreement and the
20 Code of Civil Procedure Section 1036 award after the repairs are made as defined by Mr.
21 Patrick Shires, of Cotton, Shires & Associates;

22 The court appoints Judge Elinor Reiner (retired) under Code of Civil Procedure Section
23 639 (a) (1) (2), to monitor the completion of the repairs as defined by Mr. Patrick Shires of
24 Cotton, Shires & Associates, to determine if there are additional sums remaining from the
25 \$50 million dollar repair fund and interest thereon, and to report to the court the amount
26 so remaining upon completion of the repairs;

27 6. The court finds against David B. Casselman and Wasserman, Comden & Casselman
28 LLP on its cross-complaint against Ronald Stronach, Tom Sneddon, and Scott Rowland;

1 7. The court finds no basis for an award of attorneys' fees in favor of any party under
2 Civil Code § 1717;

3 8. The court finds against Landslide's alleged affirmative defenses to the David B.
4 Casselman and Wasserman, Comden & Casselman LLP cross-complaint;

5 9. Pursuant to Code of Civ. Proc., §579 the judgment entered herein as between cross-
6 complainants David B. Casselman and Wasserman, Comden & Casselman LLP on its
7 cross-complaint against Ronald Stronach, Tom Sneddon, and Scott Rowland is final;

8 10. Ronald Stronach, Tom Sneddon & Scott Rowland's request for attorneys' fees from
9 David B. Casselman and Wasserman, Comden & Casselman LLP is denied;

10 11. Wasserman, Comden & Casselman and David B. Casselman shall have its costs
11 against Landslide Repair Foundation in an amount to be separately entered;

12 12. Ronald Stronach, Tom Sneddon & Scott Rowland shall have their costs against
13 Wasserman, Comden & Casselman LLP and David B. Casselman in an amount to be
14 separately entered; and

15 13. The court specifically retains jurisdiction as to this case and particularly the right to
16 monitor, if necessary, any and all issues arising with the accounting required by this
17 decision. Upon receipt and approval of the accounting from the referee, a final judgment
18 shall be entered, as to all parties, on all issues.

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20 Dated: January 11, 2011



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22 Thomas P. Anderle
23 Judge
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