

Louis A. Gonzalez, Jr.

Shareholder



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Practice Areas

Business Litigation

Corporate Litigation

Litigation

Real Estate

Real Estate Litigation

Trials and Arbitration

Bar Admissions

California

Court Admissions

All State and Federal District Courts in California

Ninth Circuit District Court of Appeals

EXPERIENCE

Louis is a shareholder at Weintraub Tobin and a senior trial attorney in the Firm's Litigation practice group.

Louis has tried over thirty jury trials to verdict and numerous court trials and binding arbitrations to judgment. Louis began his legal career as a trial deputy with the Sacramento County District Attorney's office, where he handled several high-profile cases. He joined the Firm in 1993 and has represented clients in a wide array of business and real estate disputes. Louis has been repeatedly elected to the Firm's Managing Board, where he currently serves, and has also served as the Litigation Group Chair.

Louis represents commercial developers, home builders, landowners, and lenders in a wide range of real estate disputes. He has developed expertise in all areas of real estate litigation, including purchase and sale contracts, due

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diligence, disclosure, options, partnership, commercial landlord/tenant, and master-planned community disputes. Louis has successfully challenged governmental entities and other interest holders on backbone infrastructure and reimbursement agreements. Louis represents owners in disputes between co-owners and adjacent landowners in partition, easement, boundary, and other proceedings affecting title. He also represents owners in disputes with state, county, and local entities relating to subdivisions, land use, zoning, and environmental issues. Louis regularly speaks at continuing education seminars on topics related to his real estate practice.

Louis also counsels broker, developer, and lender clients in Department of Real Estate (DRE) compliance issues. He represents them in administrative proceedings initiated by the DRE, including negotiating settlements, serving as trial counsel, and handling appeals.

Louis was selected for inclusion in Northern California Super Lawyers for 2004, 2007, 2009-2021, the Top 25 Sacramento *Super Lawyers* List for 2013, 2015, 2018, 2020, 2021, Top 100 Northern California Super Lawyers in 2018, and The Best Lawyers of America® 2013-2021.

Community Involvement

Committed to the legal community, Louis has been an active member of the Sacramento County Bar Association. He has served on the Bar Council and as president of the Barrister's Club. He served on the Sacramento County Judicial Evaluation Committee from 1998 through 2005 and as a delegate for the Sacramento County Bar to the State Bar of California's Conference of Delegates. He is also a court-appointed mediator for the El Dorado County Superior Court and serves on the Hillel Board for Davis and Sacramento.

Louis and his wife enjoy Sacramento's outdoor activities with their two children. They especially enjoy running, cycling, hiking, and skiing. Louis and his wife regularly participate in endurance events with Team-In-Training and raise funds for The Leukemia Lymphoma Society. Louis recently completed his first triathlon.

REPRESENTATIVE CASES

Developer Prevails in Actions over Ownership of Infrastructure Development and Reimbursement Rights against City and Former Developer

Louis successfully protected developer Ramona Chace LLC's assets from claims to the various rights, titles, and interests it acquired as foreclosed assets that the prior developer TCN Properties (TCN) pledged as collateral for \$10,500,000 loan.

TCN's development projects were located in the western portion of Lathrop, known as Mossdale. In the course of TCN's development efforts, TCN procured a number of entitlements and credits arising out of and relating to its properties, such as reimbursement rights for the shared cost of infrastructure, reversionary interests in properties deeded to the City or other parties to satisfy sewer water effluent discharge requirements, and credits that could be used for the development of TCN's properties. TCN's development efforts were financed in large part through loans.

TCN's lending arrangements culminated in 2008 when TCN requested consolidation of its existing and outstanding obligations into an omnibus \$10,500,000 revolving line of credit. As collateral for the 2008 Loan, TCN pledged, among other things, its real property, rights to the payment of money arising out of the real property, and all of its personal property and interests, including the reimbursements, reversions, and credits.

In 2011, after TCN defaulted on the 2008 loan, the lender conducted a non-judicial foreclosure of TCN's assets. Through a series of related transfers, these assets were subsequently conveyed to Ramona Chace, who purchased these real and personal property rights in July 2013. In October 2013, Ramona Chace conducted a precautionary UCC-1 foreclosure to confirm that it had acquired all of the personal property assets pledged by TCN in connection with the 2008 loan.

Following the 2013 UCC-1 foreclosure sale, TCN and its principal claimed, for the first time, an interest in many of the assets foreclosed upon in 2011.

Attempting to prevent Ramona Chace from proceeding with the projects it once owned, TCN falsely asserted ownership to assets it no longer possessed to cause the City to delay its projects and extract from Ramona Chace monies

and assets Ramona Chace had already purchased from the lender. All efforts to resolve these disagreements informally failed, forcing Ramona Chace to file several actions seeking relief for each development right. Louis obtained a judgment against TCN and its principal confirming Ramona Chace's sole ownership of the assets.

When the City of Lathrop refused to acknowledge Ramona Chace's ownership of the assets it purchased—including both interests in real property and personal property development rights previously owned by TCN—Louis sued the City on Ramona Chace's behalf. Louis obtained a judgment against the City in Ramona Chace's favor and thereafter guided Ramona Chace as it developed and sold its projects.

UCM v. The Evergreen Company

Louis represented the Evergreen Management Company and its principals who were alleged to have interfered with five separate contacts between University Capital Management (UCM) and Roger Dreyer's holding entities after Roger Dreyer asked them to review UCM's property management work for multiple properties owned by the Dreyer Entities. Specifically, UCM alleged that Evergreen misrepresented and withheld certain information from Dreyer with the intent that Dreyer terminates UCM and hire Evergreen.

In fact, Evergreen was able to establish that it was asked to review UCM's work after Dreyer grew suspicious of UCM's practices and wanted to ensure that he was not being overcharged. Evergreen recommended that Dreyer retain a CPA to review the books and decide regarding UCM's conduct, including the fees and costs it was billed to the respective Dreyer Entities. In which UCM participated, that review process ultimately resulted in the Dreyer Entities terminating UCM's services and filing a lawsuit against UCM for UCM overcharging fees and improperly expensing unrelated costs to the Dreyer Entities. After over two years of litigation, the Dreyer Entities and UCM reached a one-sided settlement. In exchange for a mutual release of liability, UCM relinquished all of its claimed interest in \$1,107,939 obtained through the sale of the real property held by one of the Dreyer Entities in which UCM held a membership interest, as well as its claims of membership or profit interest in four of the Dreyer Entities.

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Thereafter, UCM filed a separate action against Evergreen, claiming the amount of its settlement with Dreyer as its damages plus the monies it could have earned managing Dreyer's properties. Even though UCM had relinquished its membership interest in some of the Dreyer Entities and agreed, through a settlement, to give up its share of the proceeds from the aforementioned property sale, UCM sought those damages from Evergreen.

Because Louis aggressively defended the case, UCM, without any compensation, dismissed its action well before trial.

Rescission Action Dismissed

Louis successfully represented AKT, the Sacramento region's largest land developer, in a rescission action brought by a public entity for misrepresenting the value of land sold during the height of the real estate market. The seller cross-complained for breaching the public entity's post-closing obligations. After proving the seller had not made any representations and the public entity was fully aware of the risks associated with the purchase, the public entity paid the seller its attorneys to have the cross-complaint dismissed.

Triad Communities vs. Standard Pacific Corporation

Louis successfully represented Triad Communities against homebuilder Standard Pacific Corporation's (StanPac) breach of an assignment agreement related to a nearly 700-acre development in the Bay Area. The area was widely considered one of the last large developable residential/mixed-use projects in the Bay Area. StanPac unlawfully terminated the assignment agreement and improperly refused to convey the four parcels to Triad.

In action, Triad sought specific performance, declaratory relief, and damages for breach of contract. StanPac agreed to purchase Triad's interest in the project once certain entitlements were obtained in a sum in excess of \$25 million. Triad, as the developer, subsequently obtained all necessary entitlements pursuant to the agreement and, upon StanPac's request, transferred control of the project to StanPac pending the outcome of the final condition to close escrow on the purchase – the resolution of an environmental lawsuit regarding the project.

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Upon gaining control of the project, StanPac continued to lead Triad to believe it intended to close escrow on its purchase of the project, and all conditions to close escrow had been met. Nevertheless, StanPac attempted to terminate the assignment agreement twelve (12) days later, rather than closing escrow as it was required to do.

Wells Fargo Bank

Representing the commercial and investment property of the Real Estate Owned (REO) division of Wells Fargo Bank, Louis successfully guided the bank through post-default. He leased issues to allow the Bank to sell these formerly distressed properties.

A Greener Globe v. Capitol Waste

In this action, Louis successfully defended a commercial tenant from its landlord's efforts to terminate the tenant's 99-year lease over a very desirable 25-acre commercial property in Roseville, CA. Louis not only defended the action but was successful in prosecuting a cross-complaint against the landlord, which resulted in an award of damages and over \$300,000 in attorney's fees against the Landlord after a three-week trial. Because Louis was able to establish that the Landlord had violated the Subdivision Map Act, the Court additionally ordered reformation of the tenant's two leases, requiring the leases to be consolidated on the terms most favorable to the tenant. Louis was also successful in having the Court clarify and impose the ongoing environmental obligations on the Landlord.

Cal Neva Resort

Louis successfully obtained prescriptive easements over a neighboring owner's property for access to a scenic point for weddings and related activities. Louis also acquired easements for the Cal-Neva for several encroaching structures and improvements located on adjoining properties. The case was extensively litigated, and the easements and encroachments were confirmed after a three-week trial. The judgment in Cal Neva's favor was appealed, and the firm successfully defended the judgment on appeal.

Frank et al. v. UDC Homes, Shea Homes, et al.

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In this case, Louis represented Shea Homes as the successor in interests to the prior developer, UDC Homes, *in action* brought by the owners within a phase of the Villages Development, a large multiphase mixed housing development located in San Jose, California. Plaintiffs claimed that UDC and their representatives committed various acts of malfeasance in the course of developing that phase of the Villages, including the DRE process and sales transactions. Plaintiffs sought damages in excess of \$4 million. Plaintiffs' primary claim alleged that before UDC began selling lots in the phase, at the urging of the Master Association, the developer recorded a Declaration of Annexation which amended the CC&Rs for a] detached homeowner's association. The amendment provided that the 75 owners within the phase would be assessed 100 percent of the cost associated with the expenses of the common areas within the phase. Plaintiffs contended that the amendment was in violation of the Master Association's Bylaws, which required that the maintenance costs for all properties owned by the Master Association be assessed equally among its 3500 members.

The Court conducted a bifurcated trial on the sole issue of whether UDC Homes had the right to record the declaration of annexation without the consent of the detached homeowners, the Master Association, or the membership. The Court ruled that UDC Homes possessed the authority, finding that the Declaration of CC&Rs reserved to the developer the right to revoke and amend an annexation of property. After Louis secured this favorable trial outcome, the plaintiffs' claims were greatly diminished, and the parties entered into settlements on mutually acceptable terms on the remaining claims.

Davis Ranches

This case involved the partition of more than 9,500 acres of prime agricultural real property and related interests in Colusa County. The real property was owned in varying interests by individual members of the Davis family for over 130 years. Various factions of the family wished to withdraw their interests in the Davis Ranches. In contrast, a core group of family members wished to preserve the family's legacy and continue the ranching operation. The value of the real property and related interests was at the heart of this dispute.

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In addition to the real property, the dispute involved the division of water rights requiring the formation of a water company, mineral interests requiring the creation of a separate entity, and the division of federal crop subsidies. The real estate issues included compliance with the Subdivision Map, Parcel Map, and lot-line adjustments in order to create new legal parcels from the existing ranches. Additionally, easements were created to allow access between the newly created parcels and the water company's benefit.

Community Associations

Acting as general counsel to large Community Associations, Louis regularly counsels general managers and board members regarding a variety of issues from corporate governance issues, corporate compliance, CC&R enforcement, and general liabilities and operations issues. He also regularly prosecutes and defends lawsuits on behalf of Associations and has been doing so for over 20 years.

AFFILIATIONS & AWARDS

Sacramento County Bar Association, Environmental Law and Real Property Sections

Member

Urban Land Institute

Member

Anthony M. Kennedy Chapter of the Inn of Court

Member (1998-present)

Barristers Club of Sacramento

Former President

Meritas, Sacramento

Member

California Lawyers Association Real Property Law Section, Litigation Practice Area Committee, *Vice Chair*

Awards

Best Lawyers in America®, “Lawyer of the Year” Sacramento, for Litigation – Real Estate, 2021-2022

Sacramento Magazine’s Top Lawyers List, 2015-2020 – Business Litigation, Commercial Litigation, Real Estate

Sacramento Magazine’s Top Lawyers List, 2020, 2021, 2022 – Business Litigation, Real Estate

Best Lawyers in America® Sacramento 2013-2021, 2023, Litigation – Real Estate

Sacramento Business Journal’s Best of the Bar, 2014-2019

AV Preeminent Martindale-Hubbell Lawyer Rating

Top 25 Sacramento *Super Lawyers*, 2013, 2015, 2018, 2020 and 2021

Top 100 Northern California Super Lawyers, 2018

Northern California *Super Lawyers*, 2004, 2007, 2009-2022

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EDUCATION

J.D., University of California, Hastings College of Law, 1991

B.A., University of California, Berkeley, 1988