

**NOT TO BE PUBLISHED IN OFFICIAL REPORTS**

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION THREE

RENEE GLOVER CHANTLER et al.,

Plaintiffs and Respondents,

v.

RAMIN YEGANEH,

Defendant and Appellant;

FARIN NAMDARAN YEGANEH et al.,

Defendants and Respondents.

A150097

(San Mateo County  
Super. Ct. No. CIV530285)

Defendant Ramin Yeganeh (Yeganeh) purports to appeal from an order approving a good faith settlement between the plaintiffs and his parents, defendants Farin Namdaran Yeganeh and Kaitkhosrow Yeganeh (collectively, settling defendants). Because an order approving a good faith settlement pursuant to Code of Civil Procedure section 877.6 is not an appealable order, we shall dismiss the appeal.<sup>1</sup>

**BACKGROUND**

Plaintiffs Renee Glover Chantler and DLA Piper LLP (collectively, plaintiffs) are attorneys who represented a large group of plaintiffs in a lawsuit against Yeganeh in which they alleged that he engaged in unlawful mortgage foreclosure and lending practices in the 1990's. Plaintiffs ultimately secured a judgment against Yeganeh in 2004 totaling over \$3.8 million. Yeganeh subsequently declared bankruptcy, although the

---

<sup>1</sup>All further statutory references are to the Code of Civil Procedure unless otherwise specified.

judgment was not discharged in the bankruptcy proceedings. Instead, the judgment was modified after plaintiffs agreed to forego portions of the judgment pursuant to a settlement with the bankruptcy trustee. Plaintiffs renewed the judgment as modified in 2014. At the time of its renewal, the judgment had a value exceeding \$4.8 million.

In the action from which this appeal is taken, plaintiffs allege that Yeganeh conspired with other defendants, including his parents, to defraud plaintiffs and prevent them from satisfying their multi-million dollar judgment against him. Among other things, plaintiffs allege that Yeganeh fraudulently transferred title to numerous real properties to his parents and others in order to place those assets beyond the reach of his creditors. In the operative first amended complaint, plaintiffs assert nine causes of action against Yeganeh and others, including causes of action for fraudulent conveyance, conspiracy, and various violations of the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1961 et seq.).

In April 2016, plaintiffs reached a settlement with Yeganeh's parents, whom we refer to as the settling defendants. Under the terms of the settlement, the settling defendants agreed to transfer 21 pieces of real property to plaintiffs. The settling defendants further agreed to use their best efforts to obtain clear and marketable title to additional properties identified in the settlement agreement and to thereafter transfer those properties to plaintiffs. Dismissal of the settling defendants from the action is preconditioned upon full performance of their obligations in the settlement agreement.

In June 2016, plaintiffs and the settling defendants filed a joint motion pursuant to section 877.6 (section 877.6 motion) for a determination that the settlement was entered in good faith. Yeganeh opposed the motion. By order dated October 14, 2016, the trial court granted the section 877.6 motion and issued its determination that “[t]he settlement by and between Plaintiffs and Settling Defendants was in good faith within the meaning of Code of Civil Procedure sections 877 and 877.6, in that those parties have demonstrated that the settlement satisfies the criteria set forth in *Tech-Bilt, Inc. v. Woodward-Clyde & Associates*, 38 Cal.3d 488 (1985).” On October 17, 2016, plaintiffs served notice of entry of the order granting the 877.6 motion.

Yeganeh did not seek writ review of the order granting the section 877.6 motion, as permitted by subdivision (e) of section 877.6. Instead, on December 12, 2016, he filed a notice of appeal. As far as this court is aware, the settling defendants have not yet been dismissed from the action below.

### DISCUSSION

Plaintiffs contend the appeal must be dismissed because it is taken from a nonappealable order. For the reasons that follow, we agree.

“A reviewing court has jurisdiction over a direct appeal only when there is (1) an appealable order or (2) an appealable judgment.” (*Griset v. Fair Political Practices Com.* (2001) 25 Cal.4th 688, 696.) When, as here, an appeal is taken from an order and not a final judgment, the “trial court’s order is appealable [only] when it is made so by statute.” (*Ibid.*) If a party attempts to appeal from a nonappealable order, the appellate court must dismiss the appeal unless it elects to treat the appeal as a petition for a writ of mandate. (*Baker v. Castaldi* (2015) 235 Cal.App.4th 218, 221–222; see *Main Fiber Products, Inc. v. Morgan & Franz Ins. Agency* (1999) 73 Cal.App.4th 1130, 1135.)

Here, Yeganeh seeks to appeal the trial court’s order of October 14, 2016, determining that the settlement between the plaintiffs and the settling defendants was in good faith within the meaning of section 877.6. The determination bars any other joint tortfeasor, including Yeganeh, from pursuing claims against the settling defendants for contribution or indemnity based on principles of comparative negligence or fault. (See *Tech-Bilt, Inc. v. Woodward Clyde & Associates, supra*, 38 Cal.3d at p. 493; § 877.6, subd. (c).) The determination also reduces the claims against the nonsettling defendants by the amount stipulated in the settlement. (§ 877.6, subd. (a).)

Neither section 877.6 nor any other statute makes a trial court’s order granting a section 877.6 motion appealable. Rather, section 877.6 permits a party that wishes to challenge an order granting a section 877.6 motion to file a writ petition in a reviewing

court within 20 days after service of written notice of the court’s determination.<sup>2</sup> Indeed, “[a]ll courts agree that the determination is a nonappealable interlocutory ruling and *immediate review* of the merits is thus obtainable *only* by a timely writ petition pursuant to CCP § 877.6(e).” (Eisenberg et al., Cal. Practice Guide: Civil Appeals and Writs (Rutter Group 2016) § 2:260.2 at p. 2-155; see, e.g., *Oak Springs Villas Homeowners Ass’n v. Advanced Truss Systems, Inc.* (2012) 206 Cal.App.4th 1304, 1307 (*Oaks Springs Villas*) [“A good faith settlement determination is a nonappealable interlocutory ruling and immediate review of the merits of that determination is obtainable only by timely writ petition pursuant to . . . section 877.6.”].)

Notwithstanding this clear authority, Yeganeh nonetheless claims he is entitled to appeal the order granting the section 877.6 motion. First, he argues that there is a split of authority concerning whether the exclusive remedy for obtaining review of the merits of an order granting an 877.6 motion is by writ petition. (Compare *Main Fiber Products, Inc. v. Morgan & Franz Ins. Agency, supra*, 73 Cal.App.4th at p. 1136, with *Maryland Casualty Co. v. Andreini & Co.* (2000) 81 Cal.App.4th 1413, 1425.) He argues that the better reasoned authority holds that a party aggrieved by an order granting a section 877.6 motion may challenge the order on appeal from a final judgment. But there is no need to even consider this split of authority unless there is a final, appealable judgment.<sup>3</sup> Unless an order is specifically made appealable by statute, there must be a final judgment disposing of all the causes of action between the parties before an appeal may be taken from an interlocutory order. (*Dana Point Safe Harbor Collective v. Superior Court*

---

<sup>2</sup>Section 877.6, subdivision (e) provides in relevant part: “When a determination of the good faith or lack of good faith of a settlement is made, any party aggrieved by the determination may petition the proper court to review the determination by writ of mandate. The petition for writ of mandate shall be filed within 20 days after service of written notice of the determination, or within any additional time not exceeding 20 days as the trial court may allow.”

<sup>3</sup>Because we conclude below that there is no final, appealable judgment, it is unnecessary for us to address whether an aggrieved party may challenge an order granting a section 877.6 motion on appeal from a final judgment. We express no view on the issue.

(2010) 51 Cal.4th 1, 5.) The final judgment rule prevents costly, piecemeal disposition of multiple interlocutory appeals. (*Ibid.*)

Yeganeh contends there is a final, appealable judgment because the resolution of the good faith determination leaves no issues to be determined as to the settling defendants, and the order of dismissal is final as to them. What he fails to acknowledge is there is a split of authority on the question of whether an order granting a section 877.6 motion constitutes a final, appealable judgment when the order *also* dismisses all claims by or against a moving party. (Eisenberg et al., Cal. Practice Guide: Civil Appeals and Writs, *supra*, § 2:260.3a at p. 2-156.) On the one hand, in *Cahill v. San Diego Gas & Electric Co.* (2011) 194 Cal.App.4th 939 (*Cahill*), the court concluded that an order granting a section 877.6 motion that *also* dismissed with prejudice all claims by or against the settling defendants, including a cross-complaint filed by the nonsettling defendant, was a final, appealable judgment. (*Id.* at pp. 945, fn. 3, & 961–962.) On the other hand, in *Oaks Springs Villas*, *supra*, 206 Cal.App.4th at page 1309, the court disagreed with *Cahill*, holding that an order granting a section 877.6 motion and dismissing the nonsettling defendant’s cross-complaint against the settling defendants was not appealable.

The common thread underlying both *Cahill* and *Oak Springs Villas* was that the court not only granted the section 877.6 motion but *also* dismissed all claims by or against the settling defendants. Thus, the orders left no issue to be determined as to the settling defendants. In this case, by contrast, the order granting the section 877.6 motion did not direct the dismissal of any claims. Instead, in the settlement agreement, the plaintiffs agreed to dismiss the claims against the settling defendants upon full performance of their obligations under the agreement. If the nonsettling defendants fail to satisfy their obligations and cure their breach of the agreement, then plaintiffs may file and enforce a stipulated judgment against the nonsettling defendants. There is no indication either that the plaintiffs have dismissed their claims against the nonsettling defendants or that a stipulated judgment has been entered. If there is no dismissal or stipulated judgment, then the appeal is premature because the settling defendants remain

in the action below; there is no final adjudication of their rights. We could end our analysis here and dismiss the appeal as premature, but we will go further to avoid any suggestion that Yeganeh may renew his appeal once the settling defendants are dismissed or a stipulated judgment against them has been entered.

We are persuaded by the reasoning in *Oak Springs Villas* that a dismissal of claims by or against settling defendants as a consequence of a good faith settlement determination does not give rise to an appealable final judgment. As the court in *Oak Springs Villas* pointed out, the *Cahill* court relegated the issue of whether there was a final, appealable judgment to a cursory footnote with little legal support for the court's conclusion. (*Oak Springs Villas, supra*, 206 Cal.App.4th at p. 1308.) The case authority relied upon by *Cahill* “does not stand for the proposition that a party remaining in the action may seek review by appeal. It merely states that a party who is no longer in the proceedings may file an appeal because it would be unfair to force him to wait for the final adjudication of the other parties’ rights and duties.” (*Ibid.*) Here, Yeganeh remains in the action; there has been no final adjudication of his rights and duties in the case. Indeed, he may still prevail against plaintiffs’ claims and render moot any challenge to the good faith settlement determination. Under the circumstances, the purpose of the final judgment rule is not served by entertaining an appeal now because later developments in the underlying action may “completely obviate” the appeal. (*Dana Point Safe Harbor Collective v. Superior Court, supra*, 51 Cal.4th at pp. 5–6; *Oak Springs Villas, supra*, at p. 1309 [appeal from good faith settlement determination “would be premature and violative of the policy underlying the final judgment rule.”].) Accordingly, the order granting the section 877.6 motion is not transformed into an appealable, final judgment simply because the plaintiffs’ claims against the settling defendants are dismissed.

Yeganeh was not deprived of an opportunity for prompt review of his challenge to the order granting the section 877.6 motion. Section 877.6, subdivision (e) afforded him the right to seek immediate review of the merits of the motion by filing a timely petition for writ of mandate in this court. He simply chose not to pursue that course of action.

As a final matter, we observe that we have discretion to treat Yeganeh's defective appeal as a petition for writ of mandate. (*Oak Springs Villas, supra*, 206 Cal.App.4th at p. 1309.) We decline to do so for two reasons. First, "there is no unusual circumstance or peculiarity that would justify exercising our discretion." (*Ibid.*) Second, Yeganeh's appeal was filed long after the 20 days in which to file a statutory writ under section 877.6, subdivision (e) had expired. We would have summarily denied a writ petition as untimely if it had been filed on the date he filed his notice of appeal. Yeganeh cannot avoid the timeliness requirement by filing an appeal and seeking to have it recharacterized as a writ petition.

#### **DISPOSITION**

The appeal is dismissed. Respondents shall be entitled to their costs on appeal.

---

McGuinness, P.J.

We concur:

---

Siggins, J.

---

Jenkins, J.