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**FOR PUBLICATION**

**IN THE SUPERIOR COURT  
FOR THE  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

SHINJI FUJIE AND TOSHIN GROUP )  
INTERNATIONAL, INC. )

PLAINTIFFS, )

vs. )

JOAQUIN Q. ATALIG AND )  
RAMON QUICHOCHO, )

DEFENDANTS. )

CIVIL CASE NO. 10-0131

**MEMORANDUM OPINION  
AND ORDER REGARDING  
PLAINTIFFS' MOTION FOR  
PARTIAL SUMMARY  
JUDGMENT**

JOAQUIN Q. ATALIG AND )  
RAMON QUICHOCHO, )

COUNTER-PLAINTIFFS, )

vs. )

SHINJI FUJIE AND TOSHIE GROUP )  
INTERNATIONAL, INC., AND )  
STEPHEN J. NUTTING, )

COUNTER-DEFENDANTS. )

**I. INTRODUCTION**



### III. FACTUAL BACKGROUND

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2 On June 13, 2006, Plaintiffs leased two parcels of land (“the Premises”) from  
3 Defendant Joaquin Q. Atalig. The Premises is undeveloped property located near Ladder  
4 Beach, on the island of Saipan. The term of the lease was for fifty-five years. The lease  
5 called for an initial payment of \$50,000. Plaintiffs were required to pay an additional  
6 \$313,000, “as advance rent in full, on or before July 7, 2006.” (Def.’s Ex. A ¶ 4(b).) The  
7 Plaintiffs made the required payments. On some unknown date in 2009, Atalig decided to  
8 inspect the property. Upon inspecting the undeveloped Premises, Atalig became convinced  
9 that the Premises had been “clearly abandoned.” (Answer ¶ 13.) Atalig observed trash on the  
10 Premises and came to believe that it was being used as a dumping ground. Atalig noticed  
11 wire insulation stripped from copper wires; he concluded that the wire insulation was proof  
12 that the Premises was being used “for unlawful activities by people who stole copper wires.”  
13 (Answer ¶ 15.) Finally, Atalig observed that the grass and trees were overgrown. (Answer ¶  
14 16.) On May 21, 2009, Atalig mailed notice to the Plaintiffs that they had defaulted on the  
15 lease by abandoning the property. Atalig mailed the notice to the address listed for the  
16 Plaintiffs on the lease. Plaintiffs did not respond because they were no longer utilizing the  
17 mailing address listed on the lease. (Compl. ¶ 14; Answer ¶ 22.) The return receipt indicated  
18 that the notice of termination was received by a stranger to the lease named Gerlie  
19 Ogasawara. Atalig made no further attempts to provide Plaintiffs with notice that they had  
20 “clearly abandoned” the property. On September 30, 2009, Atalig filed a document with the  
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1 Commonwealth Recorders Office titled “Termination of Ground Lease for Lot Nos/ 043  
2 L78 and 043 L 85.”<sup>2</sup> The document purported to terminate Plaintiffs’ lease of the Premises.

#### 3 **IV. STANDARD OF REVIEW**

4 The Plaintiffs move the Court to grant summary judgment against Defendants on all  
5 Counts. A party is entitled to summary judgment where “the pleadings, depositions, answers  
6 to interrogatories, and admissions on file, together with affidavits, if any, show that there is  
7 no genuine issue as to any material fact and that the moving party is entitled to summary  
8 judgment as a matter of law.” NMI R. Civ. P. 56(c). “A moving party bears the initial and  
9 the ultimate burden of establishing its entitlement to summary judgment by demonstrating  
10 the absence of a genuine issue of material fact in the record before the court.” Triple J  
11 Saipan Inc. v. Agulto, 2002 MP 11 ¶ 8. “If, and only if, the party moving for summary  
12 judgment meets his initial burden then the burden of production shifts to the non-moving  
13 party, who must produce just enough evidence to create a genuine factual issue.” In re Estate  
14 of Roberto, 2002 MP 23 n. 11 (citation omitted). “Any doubt as to the existence of a genuine  
15 issue of material fact in a motion for summary judgment must be resolved against the  
16 movant. Id. “A fact in contention is considered material only if its determination may affect  
17 the outcome of the case.” Triple J Saipan Inc., 2002 MP 11 ¶ 8. With these principals in  
18 mind the Court turns to the issues in this case.

#### 19 **V. DISCUSSION**

20 Plaintiffs’ claims are premised upon the wrongful termination of the lease by Atalig.  
21 Atalig responds that he was within his rights to terminate the lease because Plaintiffs  
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<sup>2</sup> Hereinafter abbreviated as “Termination of Lease.”

1 breached the lease when they abandoned the Premises. The Court begins its analysis by  
2 determining if Plaintiffs abandoned the property.

### 3 **A. ABANDONMENT**

4 Abandonment of the Premises will place the Plaintiffs in breach of the lease  
5 agreement. (Def.'s Ex. A ¶ 13(c).) Atalig's insists that his definition of the word abandon  
6 should control over the technical meaning. "The word 'abandon' for Atalig means to leave  
7 his properties overgrown, uncared for, to the point where illegal activities occur on the  
8 leased premises." (Opp'n Mot. Summ. J. 6.) The Restatement directs the Court to use the  
9 technical meaning of the word abandon: "[u]nless a different intention is manifested, (a)  
10 where language has a generally prevailing meaning, it is interpreted in accordance with that  
11 meaning; (b) technical terms and words of art are given their technical meaning when used  
12 in a transaction within their technical field." Restatement (Second) of Contracts, § 202(3)  
13 (emphasis added). Abandon (or Abandonment), is a term of art commonly used in lease  
14 agreements. Here, there is no evidence that the parties intended a non-technical meaning of  
15 the word abandon. Accordingly, the Court will apply the technical meaning of the word  
16 abandon because it is being used in a transaction within its technical field.

17 "An abandonment of the leased property by the tenant occurs when he vacates the  
18 leased property without justification and without any present intention of returning and he  
19 defaults in the payment of the rent." Restatement (Second) of Property (Landlord & Tenant),  
20 § 12.1 cmt. i. There is no dispute that the Plaintiffs paid the entirety of the rent shortly after  
21 the lease agreement was executed. Therefore, Plaintiffs must show that there is no genuine  
22 issue of fact as to whether (1) Plaintiffs vacated the leased property without justification and  
23 (2) without any present intention of returning.  
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1 Plaintiffs did not abandon the Premises. First, the land at issue is undeveloped. It is  
2 not possible to glance at the property and know whether it has been vacated or not. Second,  
3 Plaintiffs have offered affidavits, permits, and correspondence showing their intent to  
4 develop the Premises. Third, Plaintiffs correctly point out that they were not required to  
5 develop the land in any way whatsoever. Finally, the parties have had several years to  
6 complete discovery in this case. Plaintiffs correctly draw the Court's attention to the  
7 complete absence of evidence that Plaintiffs abandoned the Premises. Taken together, the  
8 evidence offered by the Plaintiffs is more than sufficient to show that they did not abandon  
9 the Premises. In response, Atalig avers that when he visited the Premises he saw some  
10 garbage, undefined toxic substances,<sup>3</sup> and some overgrown foliage on the property. (Atalig  
11 Decl. ¶ 15.) In addition, Atalig submitted photographs of the Premises showing bundles of  
12 wire left sitting on the property. That's it. That is literally all the evidence that Atalig has  
13 mustered to show Plaintiffs abandonment of the Premises.  
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16 Defendants wholly fail to identify facts or circumstances that would allow for an  
17 inference that the Premises was vacated or that Plaintiffs had no present intention of  
18 returning. Plaintiffs have offered substantial evidence showing that they did not abandon the  
19 Premises. Accordingly, there are no genuine issues of material fact and the Plaintiffs are  
20 entitled to judgment as a matter of law. The Court holds that Atalig did not have the  
21 authority to terminate the lease because Plaintiffs did not breach the lease by abandoning the  
22 Premises.  
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## 25 **B. SLANDER OF TITLE**

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27 <sup>3</sup> Defendants have not submitted any evidence, aside from Atalig's declaration, that there were ever toxic or  
28 hazardous materials present on the leasehold.

1 Plaintiffs are entitled to summary judgment on their claim of slander of title against  
2 both Atalig and Quichocho. Slander of title is a special form of the tort known as slander or  
3 the publication of an injurious falsehood. Slander is defined by the Restatement (Second) of  
4 Torts § 623A (1977):

5  
6 One who publishes a false statement harmful to the interests of  
7 another is subject to liability for pecuniary loss resulting to the  
8 other if

9 (a) he intends for publication of the statement to result in harm  
10 to interests of the other having a pecuniary value, or either  
11 recognizes or should recognize that it is likely to do so, and

12 (b) he knows that the statement is false or acts in reckless  
13 disregard of its truth or falsity.

14 Slander of title is “the publication of a false statement disparaging another’s property rights  
15 in land [ ] that the publisher should recognize as likely to result in pecuniary harm to the  
16 other through the conduct of their persons in respect to the other’s interests in the property.”

17 Camacho v. Demapan, 2010 MP 3 N. 11. (quoting Restatement (Second) of Torts § 624 cmt.

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19 a. The Restatement provides that, to prevail on a slander-of-title claim, a plaintiff must  
20 show: (1) a legally protected interest in the property; (2) a false statement of fact disparaging  
21 Plaintiffs property interest; (3) publication to a third party; (4) malice; (5) and special harm  
22 in the form of actual pecuniary loss. See Restatement (Second) of Torts §§ 623A, 624.

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24 **1. A LEGALLY PROTECTED INTEREST IN THE LAND AT ISSUE**

25 The Plaintiffs had a legally protected interest in the land at issue. “Any kind of  
26 legally protected interest in land . . . may be disparaged if the interest is transferable and  
27 therefore salable or otherwise capable of profitable disposal.” Restatement (Second) of Torts  
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1 § 624 cmt. a (1977). A lease is a legally protected interest susceptible to disparagement. Id.  
2 Here, Plaintiffs had a lease which gave them the right to “use, improve, and develop the  
3 Premises or any part thereof for any lawful use or purpose, provided that Lessee shall not  
4 commit waste.” (Lease ¶ 2.) Accordingly, Plaintiffs’ have established that they had  
5 ownership of a legally protected interest in the Premises when the “Termination of Lease”  
6 was published.  
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## 8 **2. FALSITY OF THE STATEMENT DISPARAGING PROPERTY INTEREST**

9 The “Termination of Lease” was a false statement disparaging property interests of  
10 Plaintiffs. The “Termination of Lease” falsely purported to terminate Plaintiffs’ leasehold.  
11 Atalig had no authority to terminate the lease. Therefore, the Court finds as a matter of law  
12 that the “Termination of Lease” contained a false statement harmful to Plaintiffs’ property  
13 interest.  
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## 15 **3. PUBLICATION TO A THIRD PARTY**

16 Defendants published the “Termination of Lease.”<sup>4</sup> Publication occurs when the false  
17 statement is “communicat[ed] intentionally or by a negligent act to someone other than the  
18 person whose interest is affected.” Restatement (Second) of Torts § 630. Here, Defendants  
19 published the “Termination of Lease” to the community when it was filed at the  
20 Commonwealth Recorders Office. Accordingly, Plaintiffs have established that the false  
21 statement disparaging Plaintiffs’ property interest was published to a third party.  
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26 <sup>4</sup> Quichocho admitted that he “act[ed] to encourage and advise Atalig to execute a termination of Ground Lease  
27 and to prepare and file Termination of Ground Lease . . . .” (Mot. Dis. 6-8-2010 8.) In addition, Quichocho or  
28 his staff filed the Termination of Lease. (Pl.’s Ex 6.)



1 **4. MALICE**

2 The Restatement provides that a statement is made with malice if it is made with  
3 “knowledge of falsity or reckless disregard as to truth or falsity.” Restatement (Second) of  
4 Torts § 623A cmt. d. “[R]eckless conduct is not measured by whether a reasonably prudent  
5 man would have published, or would have investigated before publishing. There must be  
6 sufficient evidence to permit the conclusion that the defendant in fact entertained serious  
7 doubts as to the truth of his publication. St. Amant v. Thompson, 390 U.S. 727, 731 (U.S.  
8 1968). Here, there is sufficient evidence to establish that there are no genuine issues of  
9 material fact regarding Defendants actions. First, Quichocho is an attorney with experience  
10 in property law. Second, this is not the first time Quichocho and Atalig have decided to  
11 unilaterally terminate a fifty-five year lease.<sup>5</sup> Third, Quichocho and Atalig did not provide  
12 Plaintiffs with actual notice of their imaginary breach of the lease. Accordingly, the Court  
13 finds that Quichocho and Atalig acted with knowledge of falsity or with reckless disregard  
14 for the truth when they published the “Termination of Lease.”  
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18 **5. SPECIAL HARM IN THE FORM OF ACTUAL PECUNIARY LOSS**

19 To prevail on a slander-of-title claim, Plaintiffs must prove that the injurious  
20 falsehood is a substantial factor in bringing about Plaintiffs’ pecuniary loss. Restatement  
21 (Second) of Torts § 632. Further, Defendants’ liability is limited to:

- 22  
23 (a) the pecuniary loss that results directly and immediately  
24 from the effect of the conduct of third persons, including  
25 impairment of vendibility or value caused by disparagement,  
26 and

27 <sup>5</sup> See Sin Ho Nam v. Quichocho, 841 F. Supp. 2d 1152 (D. N. Mar. I. 2011). The Court takes judicial notice of  
28 *Sin Ho Nam* because Plaintiffs and Defendants have both submitted documents from that case.

1 (b) the expense of measures reasonably necessary to  
2 counteract the publication, including litigation to remove the  
3 doubt cast upon vendibility or value by disparagement.

4 Restatement (Second) of Torts §§ 633(1)-(1)(b) (emphasis added). Here, Plaintiffs have  
5 incurred costs litigating the validity of the “Termination of Lease.” Accordingly, the Court  
6 finds that the injurious falsehood has been a substantial factor in bringing about Plaintiffs’  
7 pecuniary loss.

8 Plaintiffs are entitled to summary judgment on their claim of slander of title against  
9 both Defendants.

### 11 **C. BREACH OF THE LEASE AGREEMENT**

12 Plaintiffs argue that Atalig breached the express covenant of quiet enjoyment by  
13 acting to terminate the lease.

14 A covenant of quiet enjoyment is “[a] promise by the landlord or grantor that the  
15 tenant or grantee will not be evicted or disturbed by the grantor or a person having a lien or  
16 superior title.” Blacks Law Dictionary 364 (6th ed. 1990). The lease agreement contains an  
17 express covenant of quiet enjoyment that reads as follows:  
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21 Lessor covenants and agrees that Lessor shall, upon the  
22 commencement date of the term of this lease as hereinafter set  
23 forth, place Lessee in quiet possession of the Premises and that  
24 Lessee, upon paying the rent and other charges herein  
25 provided for and observing and keeping all covenants,  
26 conditions, and terms of this Lease on Lessee’s part to be kept  
27 or performed, shall lawfully and quietly hold, occupy and  
28 enjoy the Premises during the term of this Lease without  
hindrance or molestation by Lessor or any other person  
claiming by, through or under Lessor.

1 (Def.'s Ex. A ¶ 6.) The lease grants Plaintiffs the right to “lawfully and quietly hold, occupy  
2 and enjoy the Premises . . . without hindrance or molestation . . .” by Atalig. Id. Here, there  
3 is no dispute that Atalig caused a document purporting to terminate the lease to be  
4 published. Further, there is no dispute that after terminating the lease Atalig began drawing  
5 up business plans to develop the land himself. (Answer ¶ 25.) Atalig’s actions violated the  
6 express covenant of quiet enjoyment by hindering and molesting Plaintiffs’ right to occupy  
7 and enjoy the Premises. Accordingly, the Court finds that Plaintiffs are entitled to summary  
8 judgment on their claim for breach of lease.  
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#### 10 **D. BREACH OF COVENANT OF GOOD FAITH**

11 Plaintiffs argue that Atalig breached the implied covenant of good faith by failing to  
12 provide actual notice to Plaintiffs that they were in breach of the lease agreement. Atalig  
13 argues that the notice provided to Plaintiffs complied with the requirements of the lease  
14 agreement. For the reasons that follow, the Court defers its decision on this portion of  
15 Plaintiffs motion.  
16

17 Broadly stated, “[e]very contract imposes a duty of good faith and fair dealing on the  
18 parties, and when a party acts in bad faith they breach the covenant and become liable for  
19 that breach.” Ishimatsu v. Royal Crown Ins. Corp., 2010 MP 8 ¶ 13 (citing Restatement  
20 (Second) of Contracts § 205 cmt. a (1981)). The implied covenant of good faith and fair  
21 dealing only requires that neither party do anything that will injure the other party's right to  
22 receive the benefits of the agreement. Manglona v. Baza, 2012 MP 4 ¶ 18 (citing Del  
23 Rosario v. Camacho, 2001 MP 3 ¶ 99). Here, the lease agreement expressly provides that  
24 Atalig was to deliver notice of breach to a specific address. Atalig sent the notice of breach  
25 to the address listed on the lease agreement. It is premature to discuss an implied covenant  
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1 of good faith when there is express language in the lease governing notice. Plaintiffs must  
2 begin by analyzing the express language of the lease agreement. In addition, Plaintiffs must  
3 adequately brief the Court on Atalig's duty to provide actual notice to Plaintiffs of an  
4 alleged breach of the lease agreement.<sup>6</sup>

5 The Court requires additional briefing to render its decision on Plaintiffs motion.  
6 Accordingly, the parties are Ordered to brief the Court on the following questions of law: (1)  
7 does the express language of the lease allow a party to knowingly fail to provide actual  
8 notice; (2) if not, does the implied covenant of good faith and fair dealing require a party to  
9 attempt to provide actual notice to another when declaring a breach of the lease. Upon  
10 receipt of the briefs, the Court will render its decision.

#### 11 **E. INTERFERENCE WITH CONTRACT**

12 Plaintiffs argue that Quichocho is liable for interfering with the lease agreement  
13 because he advised, encouraged, and assisted Atalig in terminating the leasehold.  
14 Commonwealth law recognizes the tort of intentional interference with contract:  
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19 One who intentionally and improperly interferes with the  
20 performance of a contract (except a contract to marry)  
21 between another and a third person by inducing or otherwise  
22 causing the third person not to perform the contract, is subject  
23 to liability to the other for the pecuniary loss resulting to the  
24 other from the failure of the third person to perform the  
25 contract.

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26 <sup>6</sup> Plaintiffs rely on In re the Estate of Ogumoro v. Han Yoon Ko, 2011 MP 11. In re the Estate of Ogumoro is  
27 distinguishable because it discusses the adequacy of notice in a judicial proceeding. Adequacy of notice in a  
28 judicial proceeding is not at issue in this case.

1 Lucky Dev. Co., Ltd. v. Tokai U.S.A., Inc., 3 NMI 79, 93-94 (citing Restatement (Second)  
2 of Torts § 766 (1979)). Plaintiffs must prove the following to prevail on their claim of  
3 interference with contract: (1) the existence of a contract between Plaintiffs and Atalig; (2)  
4 Quichocho's knowledge of the existence of a contract between Plaintiffs and Atalig; (3)  
5 Defendant's intentional and improper inducement of the third party to breach the contract;  
6 (4) the absence of privilege or justification on the part of the Defendant; (5) damages. See  
7 Id. The first two elements have been established. Further, Quichocho induced the breach of  
8 contract by advising and encouraging Atalig to file the "Termination of Lease." (Mot. Dis.  
9 6-8-2010 8.)

11 Quichocho's inducement of Atalig to breach the lease agreement was improper. The  
12 Restatement lists seven factors for the Court to consider when determining if a Defendant's  
13 interference is improper. Restatement (Second) of Torts § 767 (1979). The most important  
14 consideration is the nature of the actor's conduct. Id. at cmt. c. Actions taken by a party  
15 contrary to public policy are improper. Here, Quichocho advised, encouraged, and assisted  
16 Atalig in publishing a false document purporting to terminate Plaintiffs' leasehold. Further,  
17 the document was published without any attempt to give Plaintiffs actual notice of their  
18 supposed breach of the lease agreement. Quichocho's actions induced Atalig to violate  
19 public policy by filing false documents with the Commonwealth Records Office.  
20 Therefore, the Court finds that Quichocho's conduct in this matter was improper.

22 Quichocho argues that his actions were privileged. Summary judgment on Plaintiffs'  
23 claim of interference with contract must be denied because there is a genuine issue of  
24 material fact as to whether Quichocho's actions were privileged. "A lawyer who advises or  
25 assists a client to make or break a contract . . . is not liable to a nonclient for interference  
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1 with contract . . . if the lawyer acts to advance the client's objectives without using wrongful  
2 means.” Restatement (Third) of the Law Governing Lawyers § 57. “Nor does a lawyer  
3 become liable to nonclients for giving with a proper purpose advice that is negligent or  
4 harms the client. But a lawyer who acts or advises a client for the lawyer's own benefit . . . is  
5 subject to liability to a nonclient when the lawyer's activities satisfy the other requirements  
6 of the tort.” Id. at cmt. g. The Restatement provides that an attorney is not liable to a third  
7 party for intentionally inducing his client to breach a contract as long as the advice given to  
8 the client is within the scope of representation and is honest. Restatement (Second) of Torts  
9 § 772(b), cmt. c. “It is sufficient for the application of this rule that the actor gave honest  
10 advice within the scope of the request made. Whether the advice was based on reasonable  
11 grounds and whether the actor exercised reasonable diligence in ascertaining the facts are  
12 questions important only in determining his good or bad faith. But no more than good faith  
13 is required.” Restatement (Second) of Torts § 772 cmt. h. Here, there are two possibilities;  
14 (1) Quichocho gave negligent good-faith advice to Atalig when he advised and encouraged  
15 Atalig to terminate the lease; or (2) Quichocho knew that the claim of abandonment was  
16 baseless and acted in bad faith when he advised and assisted Atalig in terminating the lease.  
17 If Quichocho’s advice and assistance was rendered in good faith it was privileged. If  
18 Quichocho’s advice and assistance was rendered in bad faith it was not privileged. Whether  
19 Quichocho acted in good faith or bad faith when he assisted Atalig is a genuine issue of  
20 material fact. Accordingly, Plaintiffs are not entitled to summary judgment on their claim for  
21 interference with contract.  
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1 **E. QUIET TITLE**

2 Plaintiffs are entitled to a declaration that their lease of the Premises remains valid.  
3 “A quiet title action is one in which a plaintiff seeks a declaration from the court that an  
4 allegedly adverse interest in property is invalid.” Estate of Faisao v. Tenorio 4 NMI 260,  
5 264 (1995). Plaintiffs have demonstrated that there is no genuine issue of material fact as to  
6 the following: (1) the Plaintiffs have a present interest in the property; (2) that the  
7 Defendants are “present claimants to the land under the instrument which creates the cloud”;  
8 (3) that the allegedly adverse interest in property is invalid. See Fusco v. Matsumoto, 2011  
9 MP 17 ¶ 21; See Songao v. Commonwealth, 4 NMI 186, n. 15 (1994).  
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11 First, Plaintiffs have established that they have a present interest in the property by  
12 demonstrating that they did not breach the lease by abandoning the leasehold. Second,  
13 Atalig is a present claimant to the Premises and has filed a document clouding Plaintiffs’  
14 interest. Finally, the Court has found that the “Termination of Lease” was invalid because  
15 Plaintiffs did not abandon the Premises.  
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17 Accordingly, the Court holds that the document titled “Termination of Ground Lease  
18 for Lot Nos/ 043 L78 and 043 L 85” filed on September 30, 2009, is void. Plaintiffs lease of  
19 the Premises remains valid.  
20

21 **VI. CONCLUSION AND ORDER**

22 Plaintiffs’ Motion for Partial Summary Judgment is granted in part and denied in  
23 part, as follows:  
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- 25 1. The motion is granted as to both Defendants’ liability for slander of title. This matter  
26 will proceed to trial on Plaintiffs’ remedies for slander of title against Defendants.  
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- 2. The motion is granted as to Atalig’s liability for breach of the lease agreement. This matter will proceed to trial on Plaintiffs’ remedies for breach of the lease agreement against Atalig.
- 3. The Court’s decision on the motion is deferred as to the breach of covenant of good faith. The parties shall submit briefs addressing the following issues of law: (1) does the express language of the lease allow a party to knowingly fail to provide actual notice; (2) if not, does the implied covenant of good faith and fair dealing require a party to attempt to provide actual notice to another when declaring a breach of the lease. Plaintiffs shall submit their brief no later than \_\_\_\_\_. Defendant Atalig shall submit his brief no later than \_\_\_\_\_.
- 4. The motion is denied as to Quichocho’s liability for interference with contract. This matter will proceed to trial to determine if Quichocho’s actions were privileged and for damages, if any.
- 5. The motion is granted as to Plaintiffs’ request for a declaration of quiet title. The document titled “Termination of Ground Lease for Lot Nos/ 043 L78 and 043 L 85” filed on September 30, 2009, is void. Plaintiffs’ lease of the Premises remains valid.

**IT IS SO ORDERED** this 10th day of May, 2013.

\_\_\_\_\_  
/s/  
KENNETH L. GOVENDO  
ASSOCIATE JUDGE