MOSELLE v SADEGI

20CV44668

PLAINTIFF'S MOTIONS FOR ISSUE, EVIDENCE AND MONETARY SANCTIONS

This civil action stems from a dispute over a cannabis business between Plaintiff Parker Moselle ("Plaintiff") and Defendant James Sadegi ("James[1]").

Before the Court are two discovery motions filed by Plaintiff: 1) motion to compel responses to Request for Production of Documents ("RPD") and 2) motion to compel responses to Form Interrogatories, Set One ("FROG"). Plaintiff moves not to compel responses but to have the court sanction Defendant by disallowing him to bring a defense to any of Plaintiff's claims, except his illegality defense.

James has not filed an opposition.

I. Procedural History

On April 8, 2020, Plaintiff filed his Complaint against Defendant, and co-Defendants Priscilla P. Agoncillo, Sweet Corn, and Jeri and Barry Sadegi. The Complaint contained six causes of action: 1) judicial supervision for winding up of the Partnership, 2) declaratory relief related to Partnership assets, 3) quiet title, 4) accounting and constructive trust, 5) specific performance, and 6) partition of partnership property.

On September 27, 2021, after his demurrer was overruled, James filed an Answer. In the Answer, he generally denied most of the allegations against him and raised multiple affirmative defenses. Among the affirmative defenses were defenses that the Complaint was based on illegal conduct, laches, waiver, unclean hands, and ratification.

On September 13, 2024, Plaintiff served discovery via email upon Defendant's counsel. Responses were due on October 15, 2024. No responses were received. Plaintiff's counsel followed up on the requests on October 25, 2024, and on October 28, 2024, Defendant's counsel stated he was still working on responses. After no responses were provided, Plaintiff's counsel followed up on November 6 and 12, 2024. On January 10, 2025, the Court granted Plaintiff's motions to compel and ordered discovery compliance within ten (10) days ("Discovery Order.") On January 31, 2025, an email from Defendant's counsel confirmed receipt of the Discovery Order and stating that delay was due to health reasons and he was back at full strength and would make the

[1] Due to common surnames of the Defendants, the Court will use first names at times. No disrespect is intended.

discovery responses his top priority. (Separate Statement in support of RPD ¶ 9.) It is unclear when, but at some point James did provide responses to Requests for Admission.

On March 3, 2025, the parties stipulated to extend the trial date past the statutory five-year cutoff.

On August 15, 2025, the Court denied Defendants' motion for summary judgment on the grounds that there were too many issues of material fact.

On November 14, 2025, Plaintiff filed his motions to compel. The trial date in this case is set for January 7, 2026.

II. Legal Standard and Discussion

Pursuant to Code Civil Proc. section 2030.030(c), the Court "may impose an evidence sanction by an order prohibiting any party engaging in the misuse of the discovery process from introducing designated matters in evidence."

When considering an evidence sanction, the trial court tailors the sanction for such conduct to "fit the crime." (*Reedy v. Bussell* (2007) 148 Cal.App.4th 1272, 1293.) Discovery sanctions should be " 'appropriate to the dereliction, and should not exceed that which is required to protect the interests of the party entitled to but denied discovery.' " (*Doppes v. Bentley Motors, Inc.* (2009), 174 Cal.App.4th 967, 992.)

Here, the Court is aware that James has apparently failed to comply with the Discovery Order – it is unclear from Plaintiff's motion whether James also failed to pay the required sanction. The Court also agrees that the failure to engage in discovery is a misuse of the process and that sanctions are appropriate. However, the Court also recognizes that the discovery statutes "evince an incremental approach to discovery sanction, starting with monetary sanctions and ending with the ultimate sanction of termination." (*Doppes*, *supra* 174 Cal.App.4th at 992.)

The Discovery Order directed James to respond by within ten days, or by January 20, 2025. Plaintiff did not file any motion to compel or notify the Court that James had failed to comply. By March of 2025, Plaintiff was well aware that the five-year deadline for trial was approaching and stipulated – jointly with James – to extend the deadline. Again, no motion was made to compel compliance with the Discovery Order or to extend the discovery cutoff. Then, in August of 2025, Plaintiff responded to the motion for summary judgment, but made no reference or complaint that there was outstanding discovery. The Court points all this out to show that Plaintiff has been actively participating in motions over the last ten months since the Discovery Order but never

once brought a secondary motion to compel or motion to enforce the Discovery Order. Instead, Plaintiff waited until only weeks before the trial date to compel discovery responses that have been missing for over a year. This in and of itself seems to the Court to be a misuse of the discovery process – waiting over ten months to move to compel compliance with the Court Order and seeking the extreme sanction of preventing James from presenting any defense. (*See* Code Civ. Proc. § 2023.030(c) [misuse of the discovery process includes employing a discovery method in a manner or to an extent that causes "unwarranted annoyance, embarrassment, or oppression, or undue burden and expense"].) Such delay also has prevented the Court from being able to use "incremental" sanctions as intended by the discovery statutes because of the looming trial date.

Weighing these competing misuses of the discovery process, the Court finds that sanctions are warranted, but not evidence sanctions that would prohibit James from asserting defenses at trial or that would require the Court to adopt facts which favor Plaintiff.

Accordingly, the motion to compel is **GRANTED, WITH MODIFICATION**. James is ordered to pay monetary sanctions in the amount of $999 by 5:00 p.m. on January 2, 2026. In the event defendant does not comply with this Order, plaintiff is given leave to refile the request for issue and evidence sanctions as a motion in limine to be heard and determined by the trial judge.

The clerk shall provide notice of this ruling to the parties forthwith. Plaintiff to submit a formal Order complying with Rule 3.1312 in conformity with this Ruling.

KILMADE v KAISER ENTERPRISES, INC.

24CV47369

PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT

Koll Kilmade ("Plaintiff") as the representative plaintiff, filed this class action lawsuit against Kaiser Enterprises, Inc. ("Defendant"). Plaintiff's Complaint alleges causes of action for wage and hour violations, including failure to pay overtime wages, wage statement violations, waiting time penalties and unfair competition. Plaintiff seeks penalties and damages under the Labor Code, Business and Professional Code, and the Private Attorney General's Act ("PAGA").

On September 15, 2025, this Court granted preliminary approval of a settlement between the parties ("Settlement.") Plaintiff has now filed a Motion for Final Approval of Class Action Settlement. The motion is unopposed.

I. Legal Standard

Generally, "questions about whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 234-235, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc*. (2018) 4 Cal.5th 260.) In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. (*Wershba*, supra, 91 Cal.App.4th at 244-245.) The Court must consider whether the proposed settlement is not the product of fraud or collusion and that the settlement, as a whole, is fair and reasonable. (*Id.* at 245.) However, " 'a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow

counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.'" (*Ibid* [citation omitted].)

PAGA Labor Code section 2699, subdivision (s)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

II. Discussion

The Agreement defines the Settlement Class as: "all persons who are or were previously employed by Defendant in California classified as a non-exempt employee during the Class Period." (Agreement, ¶ A.39.) The "Class Period" is defined as the time as the time between "May 8, 2020, through the date of the Preliminary Approval Order." (*Id.* ¶ A.6.) Additionally, "PAGA Group Members" are persons who are or were previously employed by Defendant in California classified as a non-exempt or hourly employee at any time from May 6, 2023, through the date of the Preliminary Approval Order (*Id.* ¶ A.23.) Each PAGA Group Member will receive a portion of the $10,000 allocated as part of PAGA penalties, after deductions to the LWDA.

The Court conditionally certified the Class as part of the settlement process.

There are 150 Settlement Class members. (Declaration of Nick Castro ("Castro Decl.") ¶ 12.) Plaintiff and Defendant have agreed to settle the class claims for $302,525.55 in exchange for a release of the claims at issue in this litigation. In the Motion, Plaintiff provides an explanation of the Settlement terms, the results of the Notice provided to the Class Members, and a description of the distribution of the $ $302,525.55 Settlement Fund.

The Net Settlement Amount ("NSA") is estimated at $160,342.38. The estimated average recovery for Class Members is $1,068.95 (Castro Decl. ¶ 15.) Additionally, the Aggrieved Employees who were employed during the PAGA period will receive a portion of the $10,000 PAGA amount for an average individual PAGA payment of $23.58 (*Id.* ¶ 16.)

Class Members were permitted to "opt out" if they did not want to participate in the Settlement. No Class Member chose to opt out of the Settlement. (Castro Decl. ¶9.) There were also no Class Members that disputed or objected to the Settlement. (*Id.* ¶¶ 10, 11.) Zero Notices were returned undeliverable. (*Id.* ¶ 8.) An uncashed Settlement check will be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law. (Agreement at ¶74.)

Plaintiff seeks approval of the following: 1) $100,831.77 for the Class Counsel Fees Payment; (2) $16,351.40 for the Class Counsel Litigation Expenses Payment; (3) $10,000.00 for the Class Representative Service Payment; (4) $5000.00 for the Administration Expenses Payment; and (5) $7,500.00 to the LWDA. (Castro Decl. ¶13.)

ILYM Group, Inc., ("ILYM") was approved as the Settlement Administrator. IYLM reports that notice packets were mailed to the 150 Class Members on October 16, 2025 via U.S. first class mail. (Castro Decl. ¶ 7.) As of November 25, 2025, IYLM has received zero (0) returned class notices as undeliverable. (*Id.* ¶ 8.) Phoenix has not received any objections to the Settlement, has not received any disputes, and has not received one request for exclusion. (*Id*. ¶ ¶ 9-11.). IYLM therefore reports a participation rate of 100%. (*Id.* ¶ 12.)

Even without an objection to the requested attorney fees and costs, the Court has a duty to protect the rights of all parties, and to prevent abuses which might undermine the proper administration of justice. (*Howard Gunty Profit Sharing Plan v. Superior Court* (2001) 88 Cal.App.4th 572, 581.) Here, counsel argues the fees and costs are reasonable based upon the attorneys' experience, the amount of time they have invested in managing the litigation and achieving the Settlement, and the risks involved in undertaking contingency-based litigation.

In *Laffitte v. Robert Half Int'l Inc*. (2016) 1 Cal.5th 480, the California Supreme Court addressed the appropriate method to use when awarding attorney fees in a common fund wage and hour class action. The choice of which fee calculation method to apply is generally within the discretion of the trial court. (*Id*. at 504.) Use of the percentage method to calculate a fee in a common fund case is permissible; and public policy supports the requested one-third percentage of the common fund. (*Id*. at 503.) Here, counsel achieved a $302,525.55 Settlement fund. The average payment to class members is $1,068.95, with the estimated highest gross payment of $3,038.75. (Castro Decl. ¶ 15.) Class counsel undertook the representation at their own expense and risk with no assurances that they would receive any compensation. Class counsel shows that they are experienced with this type of litigation and have sufficient discovery and data to make an informed decision. Class counsel investigated and researched the claims in controversy, related documents and evidence, their defenses, and the relevant legal authorities. In addition, class counsel attended mediation and negotiated this Settlement. Based on the relevant factors, the requested attorneys' fees of one-third of the common fund are just and reasonable. The litigation costs and settlement administrator costs are reasonable and supported. The entire net settlement amount will be paid out to class members. The parties have complied with the Agreement and notice of the final approval hearing was properly given to the class members.

Having reviewed the documents submitted in conjunction with this motion, pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769, the Court finds that the Settlement (including class member payouts, attorneys' fees and costs, settlement administrative costs, the enhancement payment/incentive award, and the PAGA payment) is fair, adequate, and reasonable and in the best interests of the class members. (*Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801.)

III. Conclusion

Plaintiff's motion for final approval is **granted**.

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted Proposed Order.

CROWN ASSET MANAGEMENT, LLC v PINEDA

25CF14979

PLAINTIFF'S MOTION TO DEEM REQUESTS ADMITTED

This civil action arises from a contract between Blue Ridge Bank ("Original Creditor")

and Defendant John Pineda ("Defendant") concerning a loan account, which Plaintiff Crown Asset Management, LLC ("Plaintiff") purchased from Original Creditor. Before the Court is Plaintiff's motion seeking to have the Court for an order deeming admitted the truth of facts in the unanswered Request for Admissions ("RFA") served on Defendant. Plaintiff also requests sanctions.

I. Factual and Procedural Background

A. Background Facts

Plaintiff is a debt buyer and is the sole owner of the debt at issue. (Complaint ¶¶ 1, 3.) On or about November 22, 2022, Original Creditor extended a loan to Defendant, account number ending in 4280 ("Account"). (*Id.* ¶ 2.) The debt balance at charge-off was $11,522.77. (*Id.* ¶ 4.) There have been no post charge-off fees or interest charged singe the time of charge-off. (*Ibid*.) The date of last payment on the Account was on February 27, 2023. (*Id.* ¶ 5.)

Plaintiff brings causes of action for: 1) breach of contract and 2) money lent, paid, or expended. Defendant appeared in this matter on March 7, 2025.

B. Discovery and Responses

On May 21, 2025, Plaintiff prepared and served Defendant with Plaintiff's Request for Admissions, Set No. One. (Declaration of Eric Marquez ("Marquez Decl.") ¶ 3. Ex. A.) The time for responses to be served was end of day June 25, 2025. (*Id.* ¶ 4.) On August 15, 2025, Plaintiff's counsel sent a "meet and confer" letter to Defendant requesting that Defendant respond for the first time to Plaintiff's discovery on or before September 9,

2025. (*Ibid*., Ex. B.) At the time of the filing of Plaintiff's motion on November 10, 2025, no responses had been provided.

II. Legal Standard and Discussion

Pursuant to Code Civ. Proc. section 2033.280, if a party to whom requests for admission are directed fails to serve a timely response, the following rules apply:

> (a) The party to whom the requests for admission are directed waives any objection to the requests, including one based on privilege or on the protection for work product under Chapter 4 (commencing with Section 2018.010). The court, on motion, may relieve that party from this waiver on its determination that both of the following conditions are satisfied:
>
> > 1) The party has subsequently served a response that is in substantial compliance with Sections 2033.210, 2033.220, and 2033.230.
> >
> > 2) The party's failure to serve a timely response was the result of mistake, inadvertence, or excusable neglect.

Further, the Court shall deem the facts admitted as truth, unless it finds that the party to whom the RFAs were directed, "has served, before the hearing on the motion, a proposed response to the requests for admission that is in substantial compliance with Section 2033.220." (Code Civ. Proc. § 2033.280(c).)

A party moving to compel initial responses under this section is not required to meet and confer. (*Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 411.)

Plaintiff served Defendant with RFAs on May 21, 2025. Defendant has not responded to the RFAs or to Plaintiff's meet and confer letter, has not responded to Plaintiff's counsel, and has not filed an opposition.

Accordingly, Plaintiff's motion to deem the facts admitted is **GRANTED**.

D. Sanctions

Sanctions for failure to timely respond to RFAs are mandatory. (Code Civ. Proc. § 2033.280(c).) Defendant has failed to provide the actual documents requested and accordingly, sanctions are warranted.

Plaintiff requests sanctions in the amount of $60.00. Plaintiff's request for sanctions is **GRANTED**. Defendant is to pay plaintiff $60.00 by 5:00 p.m. on January 7, 2026.

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted Proposed Order.