Case Number: 23VECV01030 **Hearing Date:** July 3, 2025 **Dept:** T

23VECV01030 HART V LASALLE

AS AMENDED 7:55 A.M. 7/3/2025

[TENTATIVE] ORDER:

1. LASALLE DEFENDANTS' MOTION TO ENFORCE SETTLEMENT AGREEMENT
2. PLAINTIFF'S MOTION FOR ORDERS & SANCTIONS
3. PLAINTIFF'S MOTION TO COMPEL THE DEPOSITION OF DEFENDANT DUPREE
4. PLAINTIFF'S MOTION FOR TERMINATING SANCTIONS OR ALTERNATIVE SANCTIONS

Plaintiff's Motions (#2, 3, 4) are DENIED in their entirety. Defendant's Motion to Enforce (#1) is conditionally granted and continued to July 23, 2025 at 10 a.m.

Introduction

Four motions are before the Court.

The first motion is filed by the LaSalle Defendants and directed to Plaintiff, and seeks to enforce the parties' Settlement Agreement executed November 8, 2025. The LaSalle Defendants filed their motion on May 30, 2024. Plaintiff opposes, and Defendants replied.

The second is filed by Plaintiff and appears to be directed to defendants LPF Triana, LLC, LaSalle Investment Management, Inc., and Jonathan Kyle Dupree (the "LaSalle Defendants" or "Settling Defendants"). Plaintiff filed this motion on May 2, 2025. Defendants oppose, and Plaintiff replied.

Plaintiff's third motion is directed only to defendant Dupree, and seeks an order compelling him to sit for deposition. Plaintiff filed this motion on May 5, 2025. The LaSalle Defendants together oppose, and Plaintiff replied.

The last is Plaintiff's motion directed to defendant Steven Lenard Sapp and Deanna O'Brien (who are not among the Settling Defendants), and seeks terminating sanctions or in the alternative issue, evidentiary, or monetary sanctions. Sapp and O'Brien oppose, and Defendants replied.

All four motions have been fully briefed. Having reviewed all moving papers, oppositions, and reply papers, the Court rules as follows.

The LaSalle Defendants' Motion to Enforce Settlement (May 30, 2025)

The Court begins with Defendants' May 30, 2025 motion to enforce the parties' November 2024 Settlement Agreement ("Settlement" or "SA").

"If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement." (Code Civ. Proc., sec. 664.6(a).)

"While the court has the authority to refuse to issue the requested consent judgment, ... the court [cannot] in considering approval of a settlement under Code of Civil Procedure section 664.6 ... add to or modify an express term of the settlement. (Leeman v. Adams Extract & Spice, LLC (2015) 236 Cal.App.4th 1367, 1374-1375.)

The Court notes that the decision here is independent of any decision made in Hart v. Sullivan, which has not been reviewed or considered. The issue is whether in this case there is a written settlement agreement which is enforceable. The Court finds there is an enforceable agreement that settles this case.

However, the Court finds the Settling Defendants' motion for entry of judgment premature. A judgment here would be a judgment of dismissal with prejudice.

The Settlement contemplates the following sequence of events: (1) that the Settling Defendants will make a payment to Plaintiff ("Payment 1"); (2) t[redacted]nd (3) that the Settling Defendants will make a second payment to Plaintiff ("Payment 2") at t[redacted]

Since that time, Plaintiff has received $192,500 of the settlement payments (in excess of the amount of Payment 1) leaving a remaining payment of $90,000.

Plaintiff has not shown the Settlement is illegal, impossible, or invalid or unenforceable on any other ground. Defendants have established that, even if their corporate status was briefly suspended, the issue is cured, and the Settlement enforceable.

Plaintiff's withdrawal of her "Notice of Conditional Settlement" is irrelevant. The Notice is nothing more than an indication by Plaintiff that the case has settled. It is not a settlement agreement or a contract. The fact that the Court allowed her to "withdraw" it was not an express or implicit finding that there was no settlement

as that issue was not before the Court; it was merely a recognition that plaintiff disputes there is a settlement.
The Court conditionally grants the motion and continues Defendants' Motion to Enforce to July 22, 2025 at 10 a.m. Plaintiff [redacted] whereupon the Defendants shall tender the last payment of $90,000. Th[redacted] Plaintiff [redacted], then on July 22, 2025, the Court will issue an [redacted] and will dismiss the settling Defendants from this action with prejudice.

Plaintiff's Motion for Orders and Sanctions (May 2, 2025)

On May 2, 2025, Plaintiff moved for orders (1) that "there is no settlement", and (2) that defendant Dupree "must sit for a deposition." (Mot., 1:20-21, italics omitted.)
There is a settlement.
Plaintiff's attempt to withdraw her Notice of Conditional Settlement does not, per se, void the Settlement Agreement, as she contends. Section 664.6 provides that a settlement has been reached upon written agreement. (Code Civ. Proc., sec. 664.6(a).) A settling party may file a Notice of Conditional Settlement. (See id., subd. (c).) Such notice has no effect on the enforceability of the underlying Settlement. In other words: a written settlement is enforceable once properly signed. Plaintiff cites no authority suggesting that a withdrawal of a Notice of Conditional Settlement, [DELETED filed at either party's option] grants the filing party a unilateral right to repudiate any settlement.
The Court disregards Plaintiff's accusations that Defendant's counsel has engaged in various species of misconduct; they are irrelevant to the enforceability of the Settlement itself. Plaintiff has not otherwise demonstrated coercion, duress, etc., such that the Settlement cannot be enforced.
Defendants' alleged failure to promptly pay Plaintiff is not a material breach of the Agreement. The Settlement expressly contemplates that failure to make Payment 1 timely is not a material breach, and simply delays Plaintiff's obligation to move out. (SA, par. 2(c).) Defendants' obligation to deliver Payment 2 does not apply until Plaintiff moves out; it appears undisputed that she has not.
Plaintiff's "Motion for Orders" otherwise appears to seek a discovery order. But her "Motion for Orders" is not a discovery motion. This presumably why she filed a separate, subsequent motion seeking the same relief, which the Court discusses below.

Plaintiff's motion to find "[t]here is clearly no settlement" (Mot., 4:18-19, italics and capitalization omitted) is DENIED. Her concurrent requests that the Court compel a deposition and impose discovery sanctions are also DENIED.

Plaintiff's Motion to Compel the Deposition of Defendant Dupree (May 5, 2025)

Defendants have established the parties entered into a Settlement Agreement. Plaintiff has not established why it should not be enforced. The Settlement Agreement provides that Plaintiff will not prosecute discovery against the Agreement's signatories, who include Dupree. (SA, par. 2(m).)
Plaintiff's motion is DENIED.

Plaintiff's Motion to Impose Sanctions on Defendants Sapp and O'Brien (June 4, 2025)

Plaintiff has filed first a motion, then a follow up "amended motion" approximately one month later, proposing dozens of sanctions against defendants Sapp and O'Brien, who are not among the Settling Defendants, for what Plaintiff characterizes as various species of discovery misconduct.
The court applies discovery sanctions to correct prejudice, not to punish misbehavior. (See McGinty v. Superior Court (1994) 26 Cal.App.4th 204, 210.) "Discovery sanctions serve to remedy the harm caused to the party suffering the discovery misconduct. [Citation.] Because discovery sanctions are not designed to punish, ' "sanctions should be tailored to serve that remedial purpose, should not put the moving party in a better position than he would otherwise have been had he obtained the requested discovery, and should be proportionate to the offending party's misconduct." ' [Citation.]" (Kwan Software Engineering, Inc. v. Hennings (2020) 58 Cal.App.5th 57, 74.)
"[S]anctions are generally imposed in an incremental approach[.]" (Department of Forestry & Fire Protection v. Howell (2017) 18 Cal.App.5th 154, 191-192, disapproved of on other grounds in Presbyterian Camp & Conference Centers, Inc v. Superior Court (2021) 12 Cal.5th 493, 516, fn. 17.) In general, a court may not impose an issue, evidence, or terminating sanction unless a party disobeys a court order. (Moofly Prods., LLC v Favila (2020) 46 Cal.App.5th 1, 11.) These more "severe sanction[s are] reserved for those circumstances where the party's discovery obligation is clear and the failure to comply with that obligation is clearly apparent." (New Albertsons, Inc. v. Superior Court (2008) 168 Cal.App.4th 1403, 1424.)

Defendant's arguments regarding Sapp and O'Brien are substantially identical. The discussion below refers to Plaintiff's motion directed to Sapp, but the reasoning applies equally to her motion directed to O'Brien.
Plaintiff's allegations of misconduct appear to be as follows:
(1) Plaintiff repeatedly contends Defendants have perjured themselves in their Answers. Discovery motion practice based on a limited evidentiary record is not the proper mechanism to adjudicate perjury allegations. And false statements in an Answer are not grounds for discovery sanctions. (See Code Civ. Proc., sec. 2023.030 [defining discovery misconduct].) In the same vein, much of Plaintiff's motion is directed to the merits of Defendants' case, arguing their defenses are based on a collection of lies. Such falsehoods go to the merits of Defendants' case and should be presented at trial or via summary judgment or adjudication, not in a motion for sanctions.
(2) For RFPs Nos. 62, 65, 67, 70, and 71, Plaintiff argues Defendant Sapp responded falsely when he stated he had no responsive documents and such documents would be in the custody of his co-defendant, Legacy Partners. Sapp's' responses appear to be Code-compliant. Plaintiff does not show he in fact had custody and control of responsive documents when he responded to the subject RFPs.
(3) At points, Plaintiff appears to argue the Court should vacate or modify its prior discovery orders – not that Defendants have violated them. (See Pl. Sep. St., 9:8-20 [requesting discovery stay be lifted, that the court "order every document be produced as a further sanction", and arguing "[a] 7-hour deposition will never be enough" (emphasis omitted).]) This relief is not properly sought via a sanctions motion.
(4) Plaintiff seeks to strike Sapp's first affirmative defense based on his responses to his RFA No. 30. This is another merits argument properly made via a motion for summary adjudication. The relief is based on Sapp's compliant response to discovery, which does not warrant a discovery sanction.
(5) Regarding RFAs Nos. 33-38, 41-48, 51, 57-59, 68, 71, 74-76, 80-83, 85-87, 93 ["highlighted", without argument], 100-103, 106-107, and 115, Plaintiff argues most of Defendant's RFA responses are evasive or false. But despite occasional citations to prior Court, orders, Plaintiff does not clearly establish how Defendant's RFAs purportedly violate them. Her arguments regarding his RFAs appear, again, to be arguments that go to the merits of Defendant's case, not his conduct during discovery.
(6) For the Court's July 29, 2024 Order, it is difficult to ascertain from Plaintiff's papers precisely how she contends Defendant's document production violates the Court's July 2024 Order. She appears to argue Defendant produced too many documents, or numbered them inconsistently, neither of which is grounds for a discovery sanction. Defendant argues "[o]n August 16, 2024, Ms. Tran supplements [sic] by regurgitation Mr. Bubion's prior 15.1" (Pl. Sep. St., 44:10-11) – which implies some sort of misconduct subsequent to the Court's order, but the Court cannot ascertain what. Plaintiff immediately pivots to an argument that the August 16, 2024 "regurgitation" contains "the SAME deceptions in the Amended Answer" (ibid.) – which suggests her argument goes to the merits or truth of the responses, not any discovery misconduct, as discussed above.
Similarly, Defendant criticizes redactions in LPI1315, which appears to be an argument Defendant did not comply with the Court's order, but the Court cannot ascertain from the papers precisely how the redactions do not comply.
(7) Plaintiff's arguments regarding her March 12, 2025 subpoena on Legacy raise questions of bona fide discovery misconduct. But as with Plaintiff's other arguments, the Court simply cannot ascertain the precise nature of the misconduct or the purported basis for sanctions. Sanctions appear premature, since it seems Plaintiff has yet to file a motion seeking to compel responses to her subpoenas.
(8) Plaintiff also asks the Court to "admonish Ms. McKinnon for non-stop harassment." (Pl. Sep. St., 53:16-17, formatting omitted.) Such harassment is not established by Plaintiff's papers, nor is the relief she seeks a discovery sanction.
The Court finds Plaintiff has not established sanctionable misconduct. To the extent any might be ascertained from her papers, she has not explained why the sanctions she proposes are tailored to correct prejudice, rather than simply to punish Defendants for her frustration.
The Court has made best efforts above to identify and address Plaintiff's arguments. To the extent any arguments remain unaddressed, it is because Plaintiff's papers are incomprehensible. The burden is on Plaintiff to establish sanctions are warranted and they are appropriately crafted to correct prejudice. Whether because her arguments fail on their merits or because they cannot be comprehended, they fail to establish sanctions are warranted.
The motion is DENIED.

IT IS SO ORDERED, CLERK TO GIVE NOTICE.