

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

MNE Trucking, Inc. v. OJ Commerce, LLC

MNE Trucking · No. 2:23-cv-05742-HDV-AJR · Decided May 2, 2025

SUMMARY

The court orders MNE Trucking, Inc. to show cause why it should not be sanctioned for failing to meet an April 28, 2025 deadline to produce responsive invoices. The court states that it intends to impose coercive sanctions of \$500 per day for each day after the deadline that production remains incomplete, payable to the court. Plaintiff may file a response by May 9, 2025.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	A. Joel Richlin
JURISDICTION	United States District Court for the Central District of California
DECIDED	May 2, 2025
DOCKET	2:23-cv-05742-HDV-AJR
DISPOSITION	other
PROCEDURAL POSTURE	Order to show cause regarding sanctions for Plaintiff's failure to comply with a court-ordered discovery-production deadline.
PRECEDENTIAL VALUE	Nonprecedential district court order

TOPICS

- sanctions
- discovery dispute
- commercial litigation
- civil procedure

PRACTICE AREAS

- civil procedure
- commercial litigation
- discovery
- sanctions

QUESTIONS PRESENTED

- Whether MNE Trucking should be required to show cause why it should not be sanctioned for failing to comply with the court's April 28, 2025 discovery-production deadline.
- Whether coercive sanctions of \$500 per day, payable to the court, were an appropriate proposed sanction for each day MNE Trucking failed to complete production of responsive invoices.

HOLDINGS

1. Because MNE Trucking admitted that it failed to comply with the court's April 28, 2025 deadline for producing responsive invoices, the court ordered it to show cause why sanctions should not be imposed.
2. The court stated its intent to impose coercive sanctions of \$500 per day for each day after April 28, 2025 that MNE Trucking failed to complete production of responsive invoices with Bates stamps, with the sanctions payable to the court.

KEY QUOTATIONS

“These are coercive sanctions intended to induce compliance by Plaintiff and therefore shall be payable to the Court.”

FACTUAL BACKGROUND

MNE Trucking alleged that OJ Commerce failed to timely pay \$91,647.50 for trucking services. OJ Commerce counterclaimed that MNE Trucking misrepresented its rates and overcharged it. After discovery disputes concerning pricing information, MNE Trucking acknowledged that it possessed voluminous responsive invoices and related data, but it failed to complete production by the court's April 28, 2025 deadline and produced its first tranche only on April 29.

PROCEDURAL HISTORY

MNE Trucking sued OJ Commerce over allegedly unpaid trucking-service charges, and OJ Commerce asserted counterclaims alleging misrepresentation of rates and overcharging. During discovery, the court directed MNE Trucking to produce responsive pricing invoices by April 28, 2025. MNE Trucking produced no invoices by that deadline and began production on April 29, prompting the court to issue an order to show cause why coercive sanctions should not be imposed.

DISPOSITION

other

CASES CITED

- RG Abrams Ins. v. L. Offs. of C.R. Abrams, 2021 WL 5213103, at *9 (C.D. Cal. Nov. 9, 2021)

OPINION

MNE Trucking, Inc. v. OJ Commerce, LLC

PER CURIAM.

CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:23-cv-05742-HDV-AJR Date May 2, 2025 Title MNE Trucking, Inc., et al. v. OJ Commerce, LLC, et al. Present: Hon. A. Joel Richlin, U.S. Magistrate Judge Claudia Garcia-Marquez N/A Deputy Clerk Court Reporter / Recorder Attorneys for Plaintiff(s): Attorneys for

Defendant(s):

N/A N/A

Proceedings: ORDER TO SHOW CAUSE RE SANCTIONS FOR PLAINTIFF'S
FAILURE TO MEET THE COURT'S APRIL 28, 2025 PRODUCTION
DEADLINE FOR RESPONSIVE INVOICES

This is a business dispute between a trucking company, Plaintiff and Counter- Defendant MNE Trucking, Inc. ("Plaintiff"), and one of its customers, Defendant and Counter-Claimant OJ Commerce, LLC ("Defendant"),¹ regarding payment for services rendered, as well as the pricing for those services. (Dkt. 10 at 2-5; Dkt. 33 at 3-5.) The case started because Plaintiff alleged that Defendant failed to timely pay \$91,647.50 for services rendered. (Dkt. 10 at 4.) After litigation commenced, Defendant filed a Counterclaim alleging that Plaintiff misrepresented its rates to induce Defendant to enter an agreement for trucking services and then overcharged Defendant. (Dkt. 33 at 3-5.) The parties have been engaged in discovery for months and the Court has conducted 9 informal discovery conferences since December of 2024. (Dkts. 65, 66, 67, 69, 71, 75, 81, 92, 101.) Despite serving discovery responses denying possession of documents related to pricing, Plaintiff's counsel later acknowledged to the Court during informal discovery conferences that Plaintiff had voluminous invoices and related data that was responsive to Defendant's RFP Nos. 5, 13, and 14. (Dkts. 65, 66.) The Court worked with the parties for months to try and find an efficient and economical way of producing this information, first through a data export, then a sampling of invoices, and finally production of all responsive invoices. (Dkts. 67, 69, 71, 75, 81, 92.) The Court ultimately set a deadline of April 28, 2025 for Plaintiff to complete production of responsive invoices, but Plaintiff did not meet the deadline. (Dkt. 92.) ¹ Defendant is an online retailer engaged in interstate commerce that sells consumer goods. (Dkt. 33 at 3.)

CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. 2:23-cv-05742-HDV-AJR Date May 2, 2025 Title MNE Trucking, Inc., et al. v. OJ Commerce, LLC, et al. On April 29, 2025, the Court held an informal discovery conference to discuss Plaintiff's failure to comply with the Court's April 28, 2025 production deadline for invoices from 2019 through 2022. (Dkt. 101.) Plaintiff's counsel advised the Court that it did not produce any invoices to Defendant by the April 28, 2025 deadline, and instead, provided the first tranche of invoices on the morning of April 29, 2025. (Id.) Accordingly, the Court advised Plaintiff that it would issue an Order to Show Cause re Sanctions for Plaintiff's failure to comply with the Court's deadline. (Id.) In the meantime, the Court encouraged Plaintiff to complete production of the invoices as quickly as possible. (Id.) Based on Plaintiff's admitted failure to comply with the Court's April 28, 2025 production deadline, Plaintiff is ORDERED TO SHOW CAUSE why it should not be sanctioned \$500 per day for every day after April 28, 2025 that it has not completed production of responsive invoices (with Bates stamps). See Fed. R. Civ. P. 37(b)(2)(A)(vii). In other words, the Court intends to impose sanctions of \$500 per day for every day that Plaintiff

does not complete production of responsive invoices (with Bates stamps) after April 28, 2025. These are coercive sanctions intended to induce compliance by Plaintiff and therefore shall be payable to the Court. See, e.g., *RG Abrams Ins. v. L. Offs. of C.R. Abrams*, 2021 WL 5213103, at *9 (C.D. Cal. Nov. 9, 2021) (“One type of civil contempt coercive sanction is a per diem fine payable to the court and imposed for each day a contemnor fails to comply with an affirmative court order.”). Plaintiff may file a response opposing these sanctions no later than May 9, 2025 setting forth any reason why the Court should not impose sanctions, or should not impose the amount of sanctions described in this Order. IT IS SO ORDERED.