

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Denise P. Watkins and William D. Watkins, Trustees, Watkins Family
Trust Dated 1/7/94 v. Wallace

Watkins Family Trust v. Wallace · No. 24-cv-02785-JSC · Decided August 4, 2025

SUMMARY

The United States District Court for the Northern District of California granted the Watkins Family Trust’s substantively unopposed motion for partial summary judgment on its breach-of-contract claim against GRE Renewable Energy, Ltd. The court found that a valid Loan Purchase and Sale Agreement existed, the Trust performed, GRE breached the agreement, and the Trust suffered \$6.608 million in damages plus prejudgment interest. The remaining issue for trial is whether Wallace and Zietsman are liable as GRE’s alter egos.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Jacqueline Scott Corley
JURISDICTION	United States District Court for the Northern District of California
DECIDED	August 4, 2025
DOCKET	24-cv-02785-JSC
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for partial summary judgment on its breach-of-contract claim against GRE Renewable Energy, LTD. The motion was substantively unopposed.
STANDARD OF REVIEW	Summary judgment is proper under Federal Rule of Civil Procedure 56 when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The movant bears the initial burden; the opposing party must then present significant probative evidence creating a genuine dispute, with evidence viewed and reasonable inferences drawn in the nonmovant's favor.
PRECEDENTIAL VALUE	Unknown
PARTIES	Denise P. Watkins and William D. Watkins, Trustees, Watkins Family Trust Dated 1/7/94 v. WB (Brant) Wallace, Gavin Zietsman, GRE

TOPICS

summary judgment breach of contract damages prejudgment interest civil procedure

PRACTICE AREAS

contracts trusts civil procedure commercial litigation remedies

QUESTIONS PRESENTED

1. Whether Plaintiff established each element of its breach-of-contract claim against GRE without a genuine dispute of material fact.
2. Whether Plaintiff was entitled to summary judgment for \$6.608 million in damages.
3. Whether Plaintiff was entitled to prejudgment interest under California law.

HOLDINGS

1. Plaintiff established the existence of a valid contract, its performance, GRE's breach, and resulting damages, and Defendants failed to present evidence creating a genuine dispute of material fact. Plaintiff was therefore entitled to partial summary judgment on the breach-of-contract cause of action.
2. The undisputed evidence established Plaintiff's damages at \$6.608 million, consisting of the \$6.5 million purchase price and \$108,000 in reimbursements.
3. Plaintiff was entitled to prejudgment interest because its damages were certain or capable of being made certain by calculation and the LPSA stipulated to a legal interest rate; interest accrued at 10 percent per annum, calculated by the Court as \$1,810.41 per day, beginning January 31, 2017.

KEY QUOTATIONS

“The elements of a cause of action for breach of contract include the existence of a contract, the plaintiff’s performance or excuse for nonperformance, the defendant’s breach, and resulting damages to the plaintiff.”
(at 2)

“Rule 56(e) permits a proper summary judgment motion to be opposed by any of the kinds of evidentiary materials listed in Rule 56(c), except the mere pleadings themselves.” (at 3)

“It is undisputed a valid contract existed between Plaintiff and GRE, Plaintiff fully performed, GRE breached that agreement, and Plaintiff has been damaged in the amount of \$6.608 million plus prejudgment interest accruing at the rate of \$1,810.41 per day from January 31, 2017, to the date of judgment.” (at 3-4)

FACTUAL BACKGROUND

In January 2017, the Watkins Family Trust entered into a Loan Purchase and Sale Agreement with GRE Renewable Energy, LTD, under which the Trust assigned GRE its interest in a \$6.5 million loan previously made to Imergy Power Systems. GRE agreed to pay the Trust the \$6.5 million purchase price plus \$108,000 in

reimbursements and was required to acquire substantially all of Imergy's assets by January 31, 2017. GRE failed to acquire the assets and never made the required payments.

PROCEDURAL HISTORY

Plaintiff filed a breach-of-contract action in California state court in January 2021. Wallace removed the action to federal court in May 2024. After the Court dismissed the complaint against Wallace for insufficient service and continued the service deadline, Wallace was served and answered. Plaintiff then moved for partial summary judgment; Zietsman filed no opposition, and Wallace submitted only an objection referencing his answer.

DISPOSITION

other

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)
- Intel Corp. v. Hartford Acc. & Indem. Co., 952 F.2d 1551, 1558 (9th Cir. 1992)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 254-55 (1986)
- J.B.B. Inv. Partners Ltd. v. Fair, 37 Cal. App. 5th 1, 9 (2019)

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