

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Foundation Auto Holdings, LLC v. Weber Motors, Fresno, Inc.

Foundation Auto Holdings · No. 1:21-cv-00970-EPG · Decided March 6, 2025

SUMMARY

The United States District Court for the Eastern District of California granted Intervenor Plaintiff Templeton Marsh, Ltd.’s unopposed motion to compel discovery from Defendants in a breach-of-contract action. The court ordered Defendants to provide complete responses and documents, execute verifications, and pay \$1,681.50 in attorney’s fees and costs under Federal Rule of Civil Procedure 37.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	March 6, 2025
DOCKET	1:21-cv-00970-EPG
DISPOSITION	other
PROCEDURAL POSTURE	Intervenor Plaintiff Templeton Marsh, Ltd. moved to compel Defendants to respond to document requests and sought attorney fees and costs under Federal Rule of Civil Procedure 37. Defendants did not oppose the motion.
STANDARD OF REVIEW	The court reviewed the discovery requests at a high level to determine relevance, privilege, and proportionality under Rules 26 and 34; no opposing party presented objections or argument.
PRECEDENTIAL VALUE	unknown

TOPICS

- discovery dispute
- sanctions
- attorney fees
- civil procedure
- breach of contract

PRACTICE AREAS

- civil procedure
- discovery
- commercial litigation
- contracts
- attorney fees

QUESTIONS PRESENTED

1. Whether the court should compel Defendants to respond to Templeton Marsh's document requests when Defendants served no responses or objections.
2. Whether the requested discovery was relevant, nonprivileged, and proportional to the needs of the case.
3. Whether Templeton Marsh was entitled to reasonable attorney fees and costs under Federal Rule of Civil Procedure 37(a)(5)(A).

HOLDINGS

1. The requested documents and information were relevant to the claims and defenses, were not shown to be privileged, and were proportional to the needs of the case.
2. Defendants waived any objections to the discovery requests by failing to serve responses or objections within the time required by the Federal Rules of Civil Procedure.
3. The court granted the motion to compel and ordered Defendants to serve complete responses and produce all requested documents, including a signed verification under penalty of perjury that the responses were complete.
4. Because the motion to compel was granted and Defendants failed to establish an exception, the court awarded Templeton Marsh \$1,681.50 in reasonable attorney fees and costs incurred in preparing the motion.

KEY QUOTATIONS

"Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit." (at 2)

"It is well established that a failure to object to discovery requests within the time required constitutes a waiver of any objection." (at 4)

FACTUAL BACKGROUND

Foundation Auto Holdings alleged that Defendants breached an asset purchase agreement concerning the proposed acquisition of interests in Weber Motors, Fresno, Inc. and CJ's Road to Lemans Corp. Templeton Marsh, an automobile consulting firm that assisted with the transaction, intervened and alleged that Defendants breached a separate representation agreement. Templeton Marsh served document requests concerning the agreements, Defendants' conduct, affirmative defenses, and financial statements, but Defendants served no responses or objections.

PROCEDURAL HISTORY

Foundation Auto Holdings filed the original breach-of-contract complaint on June 18, 2021. Templeton Marsh was granted intervention as of right, filed its own breach-of-contract complaint, and later served document requests on Defendants. After Defendants failed to provide responses or objections, Templeton Marsh moved to

compel and requested sanctions. The district court granted the motion and awarded \$1,681.50 in attorney fees and costs.

DISPOSITION

other

CASES CITED

- Oppenheimer Fund, Inc. v. Sanders, 437 U.S. 340, 351 (1978)
- Hickman v. Taylor, 329 U.S. 495, 501 (1947)
- Nugget Hydroelectric, L.P. v. Pac. Gas & Elec. Co., 981 F.2d 429, 438-39 (9th Cir. 1992)
- Blankenship v. Hearst Corp., 519 F.2d 418, 429 (9th Cir. 1975)
- Superior Commc'ns v. Earhugger, Inc., 257 F.R.D. 215, 217 (C.D. Cal. 2009)
- Ghazali v. Moran, 46 F.3d 52, 54 (9th Cir. 1995)
- Richmark Corp. v. Timber Falling Consultants, 959 F.2d 1468, 1473 (9th Cir. 1992)