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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PRUDENTIAL INSURANCE COMPANY
OF AMERICA; and PGIM REAL
ESTATE FINANCE, LLC,

No. 1:24-cv-01102-KES-SAB

Plaintiffs,

v.

ORDER DENYING KEVIN ASSEMI’S
MOTION TO INTERVENE

(Doc. 83)

ACDF, LLC; ASSEMI AND SONS, Inc.;
AVILA RANCH EA, LLC; BEAR FLAG
FARMS, LLC; C & A FARMS, LLC;
CANTUA ORCHARDS, LLC; DA REAL
ESTATE HOLDINGS, LLC; FAVIER
RANCH, LLC; FG2 HOLDINGS, LLC;
GRADON FARMS, LLC; GRANVILLE
FARMS, LLC; GRANTLAND
HOLDINGS No. 1, LLC; GRANTLAND
HOLDINGS No. 2, LLC; GRANTOR
REAL ESTATE INVESTMENTS, LLC;
GVM INVESTMENTS, LLC; GV AG,
LLC; LINCOLN GRANTOR FARMS,
LLC; MARICOPA ORCHARDS, LLC;
PANOCHÉ PISTACHIOS, LLC;
SAGEBERRY FARMS, LLC; DEREK
BELL; and RACHEL MARIE WHITE,

Defendants.

I. BACKGROUND

On September 16, 2024, plaintiffs Prudential Insurance Company of America (“Prudential”) and PGIM Real Estate Finance (“PGIM”) filed a complaint against twenty-two

1 defendants: ACDF, LLC, Assemi and Sons, LLC, Bear Flag Farms, LLC, C & A Farms, LLC,
2 Cantua Orchards, LLC, Favier Ranch, LLC, Grandon Farms, LLC, Granville Farms, LLC,
3 Lincoln Grantor Farms, LLC, Maricopa Orchards, LLC, Panoche Pistachios, LLC, Sageberry
4 Farms, LLC (collectively, the “Farming Defendants”), Avila Ranch, LLC, DA Real Estate
5 Holdings, LLC, FG2 Holdings, LLC, Grantland Holdings No. 1, LLC, Grantland Holdings No. 2,
6 LLC, Grantor Real Estate Investments, LLC, GVM Investments, LLC, GV AG, LLC, Derek Bell,
7 and Rachel Marie White. Doc. 1 (“Compl.”). Plaintiffs allege that each defendant breached one
8 or more of five loans: the Westlands/Fresno Loan, the Kern/Tulare Loan, the Devine Loan, the
9 Saviez Loan, and/or the PGIM REF Loan. *Id.* ¶¶ 34, 37, 40, 43, 47, 48. Plaintiffs also allege that
10 the breach of each loan entitles plaintiffs to the appointment of a receiver. *Id.* ¶¶ 62–63.

11 On September 18, 2024, plaintiffs filed a motion to appoint receiver and for preliminary
12 injunction, Doc. 11 (“Receiver Mot.”). Several third parties – U.S. Bank National Association
13 (“U.S. Bank”), MetLife Real Estate Lending, LLC, Brighthouse Life Insurance Company, and
14 Metropolitan Life Insurance Company, all of whom are other lenders of the defendants –
15 intervened for the limited purpose of opposing plaintiffs’ motion. Docs. 34, 47. On September
16 25, 2024, the Court held a hearing on the matter. Docs. 49, 50, 51. The Court issued an order the
17 same day appointing a temporary receiver with limited authority. Doc. 51 (“Agreed Proposed
18 Order”). The temporary receivership currently extends through October 31, 2024. *Id.* ¶ M.

19 On October 11, 2024, plaintiffs filed a motion to continue the receivership, and in that
20 motion, requested an expansion of the receiver’s authority. *See* Doc. 59 (“Mot. Continuation”).
21 On October 25, 2024, the Farming Defendants filed a response, Doc. 76, as did other intervenors
22 or proposed intervenors, Docs. 78, 80, 81.

23 Now before the Court is Kevin Assemi’s motion to intervene as of right, Doc. 83, which is
24 opposed by the Farming Defendants, Doc. 84. For the reasons explained below, Kevin Assemi’s
25 motion is denied.

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1 **II. ANALYSIS/DISCUSSION**

2 Rule 24(a)(2) provides that

3 the court must permit anyone to intervene who . . . claims an interest
4 relating to the property or transaction that is the subject of the action,
5 and is so situated that disposing of the action may as a practical
6 matter impair or impede the movant’s ability to protect its interest,
7 unless existing parties adequately represent that interest.

8 Fed. R. Civ. P. 24(a)(2). In *Wilderness Society v. U.S. Forest Service*, the Ninth Circuit
9 articulated the following test for determining if an applicant has a right to intervene: “(1) the
10 motion must be timely; (2) the applicant must claim a ‘significantly protectable’ interest relating
11 to the property or transaction which is the subject of the action; (3) the applicant must be so
12 situated that the disposition of the action may as a practical matter impair or impede its ability to
13 protect that interest; and (4) the applicant’s interest must be inadequately represented by the
14 parties to the action.” 630 F.3d 1173, 1177 (9th Cir. 2011) (citation omitted). “In evaluating
15 whether Rule 24(a)(2)’s requirements are met, [courts should] follow ‘practical and equitable
16 considerations.’” *Id.* at 1179 (quoting *United States v. City of Los Angeles*, 288 F.3d 391, 397
17 (9th Cir. 2002)).

18 Kevin Assemi’s motion, and the Farming Defendants’ opposition, demonstrate that Kevin
19 Assemi does not have a significantly protectable interest relating to the proposed receivership.
20 *See* Docs. 83, 84. Kevin Assemi argues that he seeks to protect his interest in an approximately
21 400-acre parcel of land, but he concedes that that parcel is owned by Elevated Ag, LLC, a
22 company which is not a party to this action. Doc. 83-3 ¶ 4. Kevin Assemi is only a minority
23 stakeholder of Elevated Ag, LLC, Doc. 84-1 at 2, and he was removed from a managerial role in
24 the company nearly two years ago, Doc. 84-2. Furthermore, he acknowledges that he is currently
25 involved in other litigation in this court against that company. *Id.* ¶ 3. He argues that “it is my
26 position that I own a majority [stake] overall.” *Id.* ¶ 3. However, the docket shows that his
27 claims have been dismissed. *See Assemi v. Assemi*, 1:23-cv-01741-EPG (E.D. Cal.), Doc. 48. It
28 is therefore apparent that Mr. Assemi does not have a significantly protectable interest relating to
 the receivership, and his intervention at this stage would confuse the issues and distract from the
 object of these proceedings.

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III. CONCLUSION

Accordingly, Kevin Assemi is not entitled to intervene as of right in this action, and the motion for leave to intervene, Doc. 83, is **DENIED**.

IT IS SO ORDERED.

Dated: October 28, 2024



UNITED STATES DISTRICT JUDGE