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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

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THE NATIONAL GRANGE OF THE  
ORDER OF PATRONS OF  
HUSBANDRY,  
  
                                Plaintiff,  
  
                                v.  
  
CALIFORNIA GUILD, formerly  
doing business as "California  
Stage Grange,"  
  
                                Defendant.

No. 2:14-cv-676 WBS DB  
  
ORDER RE: MOTION FOR ASSIGNMENT  
ORDER

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On April 17, 2018, the court re-opened post judgment proceedings after finding that the money defendant used to satisfy a judgment in favor of plaintiff for attorneys' fees came from a fund that defendant had been enjoined from accessing pursuant to a state court injunction ("post judgment order"). (Docket No. 235.) The court determined that \$93,707.78 was removed from the restricted account and vacated the judgment in that amount. The court also ordered defendant to pay plaintiff

1 \$9,000 in sanctions.

2 The court previously issued an order assigning  
3 plaintiff the right to collect payments due to defendant from its  
4 local chapters to satisfy the judgment over attorneys' fees.

5 (March 9, 2017 Order Re: Mot. for Assignment Order ("March 2017  
6 Assignment Order") (Docket No. 189).) Plaintiff now moves for an  
7 order assigning it the right to collect payments due to defendant  
8 from its local chapters to satisfy the court's post judgment  
9 order. (Docket No. 275.) Defendant has filed no opposition to  
10 the motion.

11 Federal Rule of Civil Procedure 69(a)(1) provides that  
12 proceedings in aid of judgment or execution must comply with the  
13 law of the state where the court is located. Fed. R. Civ. P.  
14 69(a)(1); Credit Suisse v. U.S. Dist. Court, 130 F.3d 1342, 1344  
15 (9th Cir. 1997). Under California Civil Procedure Code Section  
16 708.510 ("Section 708.510"), "the court may order the judgment  
17 debtor to assign to the judgment creditor . . . all or part of a  
18 right to payment due or to become due, whether or not the right  
19 is conditioned on future developments . . . ." Cal. Civ. Proc.  
20 Code § 708.510(a); Peterson v. Islamic Republic of Iran, 627 F.3d  
21 1117, 1130-31 (9th Cir. 2010).

22 In considering whether to issue an assignment order  
23 under Section 708.510, the court "may take into consideration all  
24 relevant factors," including "the reasonable requirements of the  
25 judgment debtor who is a natural person," other "[p]ayments the  
26 judgment debtor is required to make," "the amount remaining due  
27 on the money judgment," and "[t]he amount being received or to be  
28 received in satisfaction of the right to payment that may be

1 assigned." Cal. Civ. Proc. Code § 708.510(c); Choice Hotels,  
2 Int'l, Inc. v. Dostel Corp., M.C. No. 2:11-45 WBS GGH, 2013 WL  
3 1324280, at \*1 (E.D. Cal. Apr. 2, 2013). While a motion for an  
4 assignment order does not demand "[d]etailed evidentiary  
5 support," Choice Hotels, 2013 WL 1324280, at \*1, a judgment  
6 creditor must describe the source of the right to payment with  
7 "some degree of concreteness," Icho v. PacketSwitch.com, Inc.,  
8 Civ. No. 01-20858 LHK PSG, 2012 WL 4343834, at \*2 (N.D. Cal.  
9 Sept.21, 2012).

10 Plaintiff identifies two types of payments made by  
11 defendant's local chapters to defendant: (1) membership dues, and  
12 (2) loan payments. (Pl.'s Mot. at 2.) Given that the court's  
13 March 2017 Assignment Order addressed similar payments, the court  
14 adopts the reasoning of that order in full.

15 With respect to membership dues, plaintiff represents  
16 that "the Local Chapters are expected to continue to pay dues to  
17 the [defendant]." (Decl. of Mark A. Serlin ("Serlin Decl.") ¶ 3  
18 (Docket No. 275-2).) Defendant does not dispute that it will  
19 continue to receive dues going forward, so the court concludes  
20 that the dues paid by the local chapters to defendant are "a  
21 sufficiently concrete source of payment to justify an assignment  
22 order." (See March 2017 Assignment Order at 4.) With respect to  
23 loan payments, plaintiff maintains that documents disclosed by  
24 defendant reveal that multiple local chapters owe loan payments  
25 to defendant. (Serlin Decl. ¶ 4.) Defendant does not dispute  
26 that it will continue to receive these loan payments and provides  
27 no reason for why these payments may be subject to any other  
28 encumbrance. Therefore, the court also finds that the loan

1 payments are sufficiently concrete to justify an assignment  
2 order.

3 For the same reasons given in the court's previous  
4 order, "[t]he factors set forth in section 708.510(c) indicate  
5 that an assignment order is proper here." (See March 2017  
6 Assignment Order at 5.) Neither that portion of the judgment  
7 remaining after the court's post judgment order nor the sanctions  
8 ordered by the court have been paid, and defendant "has not  
9 alerted the court to any judgments or assignments . . . that it  
10 is required to satisfy." (Id.) The other remaining factors also  
11 justify an assignment order. (See id. at 6.)

12 The fact that the post judgment order is on appeal does  
13 not change the court's conclusion. Absent defendant posting a  
14 supersedeas bond and obtaining a stay from the court pending  
15 appeal, federal judgments are immediately enforceable. See  
16 Telecom Asset Mgmt., LLC v. FiberLight, LLC, No. 14-CV-00728-SI,  
17 2016 WL 7188008, at \*4 (N.D. Cal. Dec. 12, 2016); see also In re  
18 Padilla, 222 F.3d 1184, 1190 (9th Cir. 2000) ("Absent a stay or  
19 supersedeas, the trial court also retains jurisdiction to  
20 implement or enforce the judgment or order but may not alter or  
21 expand upon the judgment.") Instead of seeking such relief,  
22 defendant has simply chosen neither to pay the judgment nor to  
23 file any response to plaintiff's motion.

24 IT IS THEREFORE ORDERED that plaintiff's Motion for an  
25 assignment order be, and the same hereby is, GRANTED as follows:

- 26 (1) All membership dues due to defendant now or in the  
27 future from the local chapters listed in Exhibit A of  
28 plaintiff's Motion (Docket No. 275) are hereby assigned

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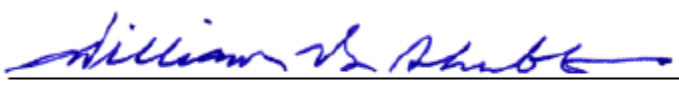
to plaintiff to the extent necessary to satisfy the court's post judgment order (Docket No. 235).

(2) All payments due to defendant now or in the future pursuant to loans defendant made to the local chapters listed in Exhibit A of plaintiff's Motion are hereby assigned to the extent necessary to satisfy the court's post judgment order.

(3) Defendant is hereby enjoined from assigning, encumbering, or otherwise disposing of the payments discussed in (1) and (2) to any other person or entity until it has satisfied the court's post judgment order.

(4) Counsel for plaintiff shall serve a copy of this Order on the local chapters listed in Exhibit A of plaintiff's Motion.

Dated: January 2, 2019

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**WILLIAM B. SHUBB**  
**UNITED STATES DISTRICT JUDGE**