

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

CASE NO.: BC-2024-087543

DATE: March 15, 2025

DEPARTMENT: 12

MERIDIAN CONSTRUCTION SOLUTIONS, INC.,
Plaintiff,

v.

PACIFIC NORTHWEST DEVELOPMENT GROUP, LLC,
Defendant.

RULING ON MOTION FOR SUMMARY JUDGMENT

HONORABLE JUDGE MARGARET ELIZABETH TORRES, PRESIDING

BACKGROUND AND PROCEDURAL HISTORY

This matter comes before the Court on Plaintiff Meridian Construction Solutions, Inc.'s Motion for Summary Judgment filed on February 8, 2025. Plaintiff is represented by Attorney Sarah Michelle Davidson of Davidson & Associates LLP, located at 1200 Wilshire Boulevard, Los Angeles, California 90017. Defendant Pacific Northwest Development Group, LLC is represented by Attorney Robert James Mitchell of Mitchell, Rodriguez & Partners, located at 800 South Figueroa Street, Los Angeles, California 90017.

STATEMENT OF FACTS

On June 12, 2023, Plaintiff Meridian Construction Solutions, Inc., a California corporation with its principal place of business in Burbank, California, entered into a written construction contract with Defendant Pacific Northwest Development Group, LLC, a Washington limited liability company, for the construction of a commercial office complex located at 2500 Century Park East, Century City, California.

The contract, valued at \$3.2 million, required Plaintiff to complete construction by December 15, 2023. Performance was to be completed in accordance with California Building Code Section 1613.1 and Los Angeles Municipal Code Chapter 9, Article 1. Defendant was obligated to make progress payments according to a schedule outlined in Section 4.2 of the contract.

LEGAL ISSUES

The primary issue before this Court is whether Defendant materially breached the construction contract by failing to remit payment of \$485,000 representing the final progress payment due on January 10, 2024, pursuant to California Civil Code Section 3260 et seq.

Plaintiff contends that it substantially performed all contractual obligations by December 20, 2023, only five days beyond the contractual deadline, and that such delay constitutes minor breach under California Contract Law as established in *Jacob & Youngs v. Kent*, 230 N.Y. 239 (1921), and adopted by California courts in *Posner v. Grunwald-Marx, Inc.*, 56 Cal.2d 169 (1961).

RULING

Having reviewed the moving papers, opposition brief filed by Attorney Mitchell on February 28, 2025, Plaintiff's reply brief dated March 5, 2025, and having heard oral argument on March 12, 2025, this Court finds as follows:

The evidence demonstrates that Plaintiff substantially performed its contractual obligations. The five-day delay in completion does not constitute material breach sufficient to excuse Defendant's nonpayment. Under California Civil Code Section 3275, time is not deemed to be of the essence unless expressly stated in the contract language.

Defendant's assertion that defective workmanship justifies withholding payment is not supported by credible evidence. The inspection report from certified engineer Thomas Andrew Martinez, dated December 22, 2023, confirms compliance with applicable building codes.

JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff's Motion for Summary Judgment is GRANTED. Defendant Pacific Northwest Development Group, LLC is liable to Plaintiff Meridian Construction Solutions, Inc. in the amount of \$485,000 plus interest at the rate of 10% per annum from January 10, 2024, and reasonable attorney's fees pursuant to Civil Code Section 1717.

Judgment shall be entered accordingly.

DATED: March 15, 2025

HONORABLE MARGARET ELIZABETH TORRES
JUDGE OF THE SUPERIOR COURT