

TENTATIVE Order Regarding Motion to for Reconsideration [1278]

Before the Court is Counter-Claimants Grant Hustle, LLC's, Pretty Hustle's, LLC, and OMG Girlz LCC's (collectively, "OMG Girlz") Motion for Reconsideration. (Mot., Dkt. No. 1278.) MGA Entertainment Inc. ("MGA") opposed. (Opp'n, Dkt. No. 1294.) The OMG Girlz replied. (Reply, Dkt. No. 1300.)

It is within the court's discretion to grant a motion for reconsideration. See Navajo Nation v. Confederated Tribes & Bands of the Yakama Indian Nation, 331 F.3d 1041, 1046 (9th Cir. 2003). Reconsideration pursuant to Local Rule 7-18 is permissible in three situations:

- (a) a material difference in fact or law from that presented to the Court before such decision that in the exercise of reasonable diligence could not have been known to the party moving for reconsideration at the time of such decision, or
- (b) the emergence of new material facts or a change of law occurring after the time of such decision, or
- (c) a manifest showing of a failure to consider material facts presented to the Court before such decision.

L.R. 7-18. Reconsideration is also appropriate if the court committed clear error or the initial decision was "manifestly unjust." School Dist. No. 1J, Multnomah Cnty. v. AcandS, Inc., 5 F. 3d 1255, 1263 (9th Cir. 1993) (providing that reconsideration is appropriate if the movant demonstrates clear error, manifest injustice, newly discovered evidence, or an intervening change in controlling law).

The Court held the OMG Girlz were not entitled to mandatory prejudgment interest because California Civil Code § 3287(a) only applies to breach of contract actions, so Section 3288 governed and prejudgment interest was discretionary. (Dkt. No. 1274 at 1 (citing Daevieon Towns v. Hyundai Motor America, No. B324360, 2026 WL 1051774, at *9 (Cal. Ct. App. Jan. 16, 2026)).) The OMG Girlz argue the Court erred because Daevieon addressed Section 3287(b), which by its terms is limited to contract actions. (Mem. in Supp., Dkt. No. 1278-1, at 5.)

Daeviceon references Section 3287, but does not specify whether it is referencing 3287(a) or (b). See Daeviceon, 2026 WL 1051774, at *9. The OMG Girlz cite to the defendant’s superior court motion, in which the defendant argued there was no basis for an award of prejudgment interest under Section 3287(b). (Dkt No. 1278-3, Ex. 1, at 2.) But immediately before the paragraph the OMG Girlz cite to, the defendant argued “there was no legal basis for the jury to award prejudgment interest under Civil Code *Section 3287(a)*.” (Id. (citing Warren v. Kia Motors America, Inc., 30 Cal. App. 5th 24, 44 (2018)) (emphasis added).) And the parties’ briefing makes it clear Section 3287(a) was at issue on appeal. See Appellants’ Opening Brief, Daeviceon Towns v. Hyundai Motor America, No. B324360, 2024 WL 3627386, at *39–40 (Cal. Ct. App. July 22, 2024) (discussing the superior court’s holding that “prejudgment interest is recoverable under Civil Code section 3287, subdivision a”) (cleaned up); id., at *40 n.6 (quoting Section 3287, subdivision a); Combined Response Brief and Appellant’s Opening Brief, Daeviceon Towns v. Hyundai Motor America, No. B324360, 2024 WL 4903791, at *63–64, 89–92, 123–129 (Cal. Ct. App. Nov. 13, 2024) (referencing Section 3287(a)). Neither party cited Section 3287 (b) in any of its appellate briefing. The court of appeal gave two reasons why the case fell under Section 3288 and not Section 3287: (1) plaintiffs never affirmatively requested judgment under 3287; and (2) defendant’s argument below that 3287 did not apply because the case was a statutory claim under the Song-Beverly Act, not breach of contract. Daeviceon, 2026 WL 1051774, at *9. In support, the court of appeal quoted a portion of the defendant’s 3287(b) argument. (See Dkt. No 1278-3, Ex. 1, at 2.) See Daeviceon, 2026 WL 1051774, at *9. All in all, it is unclear whether Daeviceon addressed Section 3287(a) or (b).

Nonetheless, Section 3827(a) requires mandatory prejudgment interest on damages for liquidated claims. N. Oakland Med. Clinic v. Rogers, 65 Cal. App. 4th 824, 828 (1998) (holding under Section 3827(a) “the court has no discretion, but must award prejudgment interest upon request, from the first day there exists both a breach and a liquidated claim”). The OMG Girlz’s misappropriation claim became liquidated when the Court set the amount of disgorgement on February 3, 2025. (Dkt. No. 1090 at 20–21.) Landsberg v. Scrabble Crossword Game Players, Inc., 802 F.2d 1193, 1200 (9th Cir. 1986) (Section 3287(a) “applies to claims at the time they become calculable” to grant prejudgment interest from the date of the initial judgment); see also id. (“[A]n unliquidated claim that becomes liquidated in the course of litigation is subject to § 3287(a).”). Section 3287(a)’s

“application to actions other than contract actions, such as tort actions, is well established.” Wisper Corp. v. Cal. Com. Bank, 49 Cal. App. 4th 948, 958 (1996).

MGA’s chief argument in opposition is the OMG Girlz did not establish sufficient grounds for reconsideration. (Opp’n at 2–3.) The Court committed clear error by concluding Section 3287(a) only applies to breach of contract actions. See Wisper, 49 Cal. App. 4th at 958. This provides adequate grounds for reconsideration. See School Dist. No. 1J, 5 F. 3d at 1263 (reconsideration is appropriate when a court commits clear error). MGA also argues the OMG Girlz are not entitled to mandatory prejudgment interest because the Court previously rejected their request for discretionary prejudgment interest under Section 3288. (Opp’n at 4.) But “an unliquidated claim that becomes liquidated in the course of litigation is subject to § 3287(a).” Landsberg, 802 F.2d at 1200. Thus, the OMG Girlz became entitled to mandatory prejudgment interest under Section 3287(a) when their claim became liquidated. MGA cites no authority for its assertion that the OMG Girlz waived any argument regarding prejudgment interest starting before April 29, 2025 by not moving to reconsider or amend the April 29, 2025 Final Judgment. (Opp’n at 5.)

For the foregoing reasons, the Court **GRANTS** the motion. The OMG Girlz are entitled to an amended judgment with 7% prejudgment interest for the period between February 3, 2025 to April 15, 2025. The Court **ORDERS** the OMG Girlz to file a proposed amended judgment including prejudgment interest within 7 days.

IT IS SO ORDERED.