



## → Isaiah Z. Weedn

### **Director of Litigation Training and Special Counsel**

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Isaiah Weedn is Sheppard Mullin's Director of Litigation Training. He is based in the Orange County office but supports attorneys firm-wide. In addition to his training role, he is involved in the firm's attorney recruiting program as well as its community service and diversity, equity, and inclusion initiatives. Moreover, he continues to represent pro bono clients in various matters.

### **Areas of Practice**

Prior to becoming the Director of Litigation Training, Isaiah spent 16 years as an associate and special counsel in Sheppard Mullin's Business Trial Practice Group. During that time, Isaiah represented clients in a broad spectrum of litigation in federal and state courts as well as arbitration proceedings before various commercial arbitration providers. His clients included real estate investors/owners/managers, financial institutions, court-appointed receivers, commodity traders, manufacturers, builders, construction project owners, healthcare providers, government entities and religious organizations. He helped clients resolve disputes with their partners, investors, borrowers, former employees, competitors, vendors and customers in matters involving breach of contract, unfair competition, discrimination, fraud, conversion, and misappropriation of trade secrets.

### **Honors**

- Thurgood Marshall Bar Association's Community Organization of the Year Award, 2022 Co-Recipient with Sheppard Mullin
- Sheppard Mullin's Dianne Baquet Smith Diversity & Inclusion Award, 2022 Recipient
- Sheppard Mullin's Bob Williams Award in recognition of exceptional work for the betterment of the Sheppard Mullin community and the community at large, 2020 Recipient
- Named an Acritas Star, Acritas Stars, 2018-2019

### **Experience**

#### **Representative Matters**

Representation of international law firm in a malpractice lawsuit brought by a former client who had also refused to pay hundreds of thousands of dollars of the firm's invoices. The former client had been sued by his brother for, among other things, breach of their agreement to sell their jointly-owned business. The former client hired Mr. Weedn's client to replace his existing counsel after losing a motion for appointment of a receiver to take control of and sell the company. The firm zealously represented the former client through an appeal of the order appointing the receiver while concurrently engaging in heavy litigation at the trial court level. Mr. Weedn's

client ultimately withdrew from the representation after several of its invoices went unpaid. Rather than pay the firm's invoices, the former client sued for malpractice, alleging that Mr. Weedn's client was liable for tens of millions of dollars in alleged damages based on their purported failure to identify and assert a particular statutory defense that supposedly would have defeated appointment of a receiver. The former client and his counsel were simply wrong; the purported statutory defense did not apply in the underlying case and would not have defeated the motion for appointment of a receiver and, in any case, Mr. Weedn's client was not retained until after the motion had already been fully-briefed, heard, and ruled on by the trial court judge and after prior counsel had filed a notice of appeal. Discovery confirmed that the former client's sole basis for refusing to pay Mr. Weedn's client's invoices was the supposed failure to identify and assert the purported statutory defense. Accordingly, Mr. Weedn filed and prevailed on a motion for summary judgment of the former client's malpractice complaint as well as summary adjudication of Mr. Weedn's client's cross-complaint for unpaid legal fees. In addition, Mr. Weedn obtained a \$440,000 sanctions award against the former client and his attorney based on their assertion of, in the trial court's words, "a clearly fallacious legal theory."

Representation of a financial institution in bankruptcy court proceedings to recover improperly divested assets. The bankruptcy debtor owed Mr. Weedn's client nearly \$5 million and attempted to deceive the bankruptcy court and Mr. Weedn's client by claiming he either did not own an interest in or was merely a minority shareholder of certain corporations that owned valuable assets. In fact, the debtor was the 100% owner of and in complete control of the corporations, which he caused to transfer millions of dollars of assets to third parties after his bankruptcy filing. As sole trial counsel, Mr. Weedn proved the debtor and his accomplices' fraudulent scheme. The bankruptcy court entered judgment in Mr. Weedn's client's favor, determining the debtor was the 100% owner of the corporations and enabling the bankruptcy trustee to pursue recovery of the corporations' improperly divested assets from the various recipients.

Representation of a receiver in a contentious commercial foreclosure matter. Mr. Weedn's client was appointed as receiver for properties that included hundreds of multi-family, hospitality, commercial, single-family residential, restaurant, and mixed-use units. The defendants/owners of the properties belatedly objected to the receiver's fees, sought unauthorized discovery from the receiver in connection with his final report and account, and even took the extraordinary step of moving for an order holding the receiver in contempt of court. Mr. Weedn successfully blocked the defendants' discovery efforts, obtained a court order approving 100% of the receiver's fees, and defeated the defendants' motion for an order holding the receiver in contempt.

Representation of a wealth management firm in a lawsuit against its former employees for misappropriation of trade secrets. While they were employed by Mr. Weedn's client, two high-level executives secretly planned to steal and use non-public, confidential, and trade secret information to take to a competitor or start their own new, competing wealth management business, including information about: (a) high net worth clients, including highly confidential information concerning client names and contact information, assets under management, bank account balances, trading strategies, trust terms, planning goals, investment objectives, risk tolerance, assets, liabilities, income, expenses, taxes, and similar highly confidential client data; and (b) key employees, including information about their compensation, specialized expertise, level of involvement in specific client relationships, and similar highly confidential information. After a multi-day hearing, Mr. Weedn obtained a preliminary injunction against the scheming ex-employees, preventing them from using the misappropriated trade secrets. The dispute settled shortly thereafter on terms favorable to Mr. Weedn's client.

Representation of a financial institution in the defense of lender liability claims. Mr. Weedn's client loaned a large church more than \$28 million for the redevelopment of their Los Angeles campus. The borrower mismanaged the construction project, forcing Mr. Weedn's client to eventually foreclose on the property. The church responded by suing Mr. Weedn's client for damages in excess of \$50 million and taking various actions

to prevent the client from selling the property post-foreclosure. Mr. Weedn removed the cloud on the property's title (permitting the client to sell it during the pendency of the lawsuit), defeated the vast majority of the plaintiff's claims via summary adjudication, and ultimately prevailed on the remaining claims after an eight-day jury trial. Mr. Weedn's client was awarded more than \$2 million dollars to compensate for the attorney fees and litigation costs the company was forced to incur during the lawsuit.

Representation of a California county in defense of ADA discrimination claims. Several community organizations filed suit against the county alleging discrimination against persons with mental and/or developmental disabilities in connection with the administration of a county-administered welfare benefits program. Mr. Weedn represented the county throughout the litigation and spear-headed approximately eight months of intensive, complex settlement discussions and multiple mediation sessions. After approximately two years of litigation, the plaintiffs voluntarily dismissed their claims.

Representation of a financial institution in a breach of loan agreement and guaranty litigation. Mr. Weedn's client loaned a winery nearly \$5 million based in part on the owner's personal guaranty. The borrower failed to repay the loan and the guarantor filed for bankruptcy, representing that his assets were far less than what he had represented to Mr. Weedn's client to obtain the loan for his company. The guarantor then transferred virtually all of the borrower's valuable assets to another company to continue the business and avoid collection. Mr. Weedn prevailed at trial and obtained a judgement against the borrower for the full amount of the debt (plus interest) and later successfully moved to add the successor company to that judgment. Mr. Weedn also prevailed at trial against the guarantor in bankruptcy court and obtained a judgment denying the guarantor a bankruptcy discharge of his debt to Mr. Weedn's client.

Representation of a financial institution in a breach of guaranty arbitration. Mr. Weedn's client loaned a developer more than \$20 million for redevelopment financing of a historic, 1930's art deco office building located in Downtown Los Angeles. The development plan called for a luxury loft conversion that preserved the historic architecture, allowing the developer to obtain additional equity investment in exchange for historic tax credits. An entity related to Mr. Weedn's client provided this additional equity investment. The developer ultimately defaulted on the loan and Mr. Weedn's client foreclosed, leaving a deficiency of over \$13.5 million. The loan guarantor refused to pay the deficiency and later filed a separate counter-suit, claiming that Mr. Weedn's client and the related equity investor had colluded with one another from the very outset of the deal and that steps taken to preserve the historic tax credits had depressed the value of the building at the foreclosure sale. Prior to the arbitration, the guarantor proposed to settle all matters in exchange for a \$20 million payment by Mr. Weedn's client to the guarantor. Unfortunately for the guarantor, the arbitrator did not accept the guarantor's defenses and awarded Mr. Weedn's client the full amount of the deficiency plus all pre-award interest – a total of more than \$18.5 million.

Representation of physicians/partners in an oncology practice. Mr. Weedn's clients elected to withdraw from their partnership with another oncologist. Their former partner responded by locking them out of the partnership's patient management system, preventing them from accessing records for patients under their care. Mr. Weedn quickly obtained a court order requiring the immediate release of his clients' patient records.

Representation of private equity firm in a land lease dispute with a Southern California municipality. Mr. Weedn's client had owned and sold a large multi-family residential property that was subject to a land lease with the municipality. A six figure portion of the purchase price was held back in an escrow account pending the municipality's final audit of the property's income. The municipality ultimately laid claim to the entire escrowed sum plus additional amounts for purported underpayments of amounts due under the land lease and auditor and attorneys' fees. A mediation ultimately resulted in Mr. Weedn's client receiving the majority of the escrowed sum with no liability for the municipality's auditor or attorneys' fees. Convincing evidence was presented

concerning the clear inadequacy of the municipality's audit and the client's payment of all amounts due under the lease.

Representation of private equity firm in a contract dispute with its joint venture partner. Mr. Weedn's client and its joint venture partner were co-owners of two portfolios of large multi-family residential properties located in the Western United States. A dispute arose concerning the extensive remodeling and management of one of the portfolios' larger properties and litigation ensued. Mr. Weedn spear-headed documentation of the agreement that permitted the parties to settle their dispute while also preserving their ongoing business relationship.

Representation of a commercial property landlord in a lawsuit against a former tenant who vacated the premises several years prior to lease expiration. The tenant, a large electronics retailer, had been acquired by a competitor who proceeded to close many of the tenant's locations without compensating landlords. The defendant agreed to pay a seven figure sum in settlement after being sanctioned by the court and losing a motion to compel discovery concerning the relationship between the tenant and its new parent company.

Representation of a real estate investment firm in a lawsuit against the company's former head of sales and his new employer for breach of contract, breach of fiduciary duty, and misappropriation of trade secrets. The former head of sales left Mr. Weedn's client for a direct competitor, taking two key employees and a wealth of confidential business planning and sales lead information with him. The defendants agreed to discontinue use of all confidential materials obtained from Mr. Weedn's client, make guaranteed settlement payments to Mr. Weedn's client of \$2 million, and additional contingent settlement payments potentially totaling \$1.2 million.

Representation of a mortgage lender in a class action concerning disclosure of loan fees. Representatives of a putative class of mortgage borrowers accused Mr. Weedn's client of misrepresenting the various fees and costs associated with the origination of their mortgage loans and sought recovery of tens of millions of dollars. Class counsel demanded \$40 million to settle the case. Rather than take that offer, Mr. Weedn filed a motion for summary judgment arguing, among other things, that the alleged misrepresentations were immaterial in light of the fact that all borrowers had been fully informed concerning the amounts and types of fees they were being charged. The court agreed and the case was dismissed.

Representation of international metals trader in a breach of contract lawsuit against a metals dealer. Mr. Weedn's client had an oral contract to purchase 100 tons of metal from a Los Angeles based metals dealer. However, the market value of the metal nearly doubled before the dealer was required to ship it to the client. Instead of making good on the deal, the dealer sold the majority of the metal to other buyers at higher prices and delivered only 19 tons to Mr. Weedn's client. Mr. Weedn's client refused to pay for the metal delivered and filed suit against the dealer for additional damages. The dealer counter-sued Mr. Weedn's client and its CEO for breach of contract, civil theft, and fraud. After a nine day jury trial in Los Angeles Superior Court, a jury awarded Mr. Weedn's client every cent of its claim (worth in excess of \$1.2 million) and rejected the dealer's claims.

Representation of red light photo enforcement system provider in a breach of contract action against a municipality. Mr. Weedn represented the client in a week-long arbitration, resulting in an award in excess of \$1 million. Mr. Weedn also helped to defeat the defendant's subsequent attempt to have the arbitration award set aside by the Los Angeles Superior Court.

Representation of a Southern California-based manufacturer in a breach of contract lawsuit against a customer and its principal owner. Mr. Weedn's client had delivered more than \$1.5 million worth of material to its long-time customer. The customer not only failed to pay but also filed for Chapter 7 bankruptcy shortly after a lawsuit was filed. While continuing to pursue an adversary proceeding in bankruptcy court, a second lawsuit against the principal owner was launched in Nevada. This strategy resulted in Mr. Weedn's client obtaining title to a parcel of commercial real estate in Las Vegas and an additional six figure settlement payment.

Representation of engineering contractor and its majority shareholder in a suit by the minority shareholder alleging fraud and breach of a shareholder buy-sell agreement. The minority shareholder, whose shares had been fairly valued in accordance with the operative buy-sell agreement after his resignation from the company, alleged Mr. Weedn's clients had misled the appointed valuation professionals and insisted that his shares were worth several million dollars more than the results of the valuation indicated. After several months of litigation, Mr. Weedn negotiated a settlement pay-out to the minority shareholder that was significantly less than what the minority shareholder would have received had he simply accepted the original valuation.

Representation of computer accessories manufacturer in an embezzlement suit against the company's former CEO. As sole trial counsel, Mr. Weedn tried the matter through to verdict in the Orange County Superior Court. The trial resulted in a six figure judgment in favor of Mr. Weedn's client.

Representation of a mobile technology company in a lawsuit against the company's former CEO and his new employer for breach of fiduciary duty and misappropriation of trade secrets. After filing suit in U.S. District Court, Mr. Weedn negotiated a very favorable settlement which included a pay out to his client in the high six figures.

## Articles

- Get The Most Out Of Your Attorneys  
Tips To Minimizing Expenses  
*Daily Journal*, 02.08.2010
- "Are You Entitled To A Free Building," *California Real Estate Journal Online*, August 24, 2009

### Class Action Defense Strategy Blog Posts

- "Everyone Gets To See The Evidence: The California Court Of Appeal Rejects an Attorneys' Fee Award Based On The Trial Court's In Camera Review Of Class Counsel's Billing Records," February 25, 2014

### Financial Institutions Law Blog Posts

- "The California Court Of Appeals Weighs In On Option ARM Class Actions," August 31, 2011

### Trade Secrets Law Blog

- "One Bad Apple Won't Spoil the Rest of the Bunch's Ability to Fairly Compete in Matthews International Corp. v. Lombardi," October 27, 2022

## Speaking Engagements

Mr. Weedn has been a guest lecturer at Chapman University on issues related to business litigation.

During 2005 and 2006, Mr. Weedn regularly delivered his presentation, entitled Legal Issues for the Start-up Business, at a monthly workshop for entrepreneurs presented by the Service Corp for Retired Executives' (SCORE) Orange County chapter.

## Memberships

Mr. Weedn is a member of the Association of Business Trial Lawyers and the Orange County Bar Association.

## Practices

Litigation

Bankruptcy and Restructuring

Bankruptcy Litigation

## Education

J.D., University of Southern California, 2003, *USC Interdisciplinary Law Journal*

B.S., University of Southern California, 1999, completed the undergraduate entrepreneurship program at Marshall's top-ranked Lloyd Greif Center for Entrepreneurial Studies

## Admissions

California

U.S. District Court for the Northern, Central, and Southern Districts of California

U.S. Ninth Circuit Court of Appeals