

**SECURITY NATIONAL INSURANCE COMPANY v
A.W. MILLER ENTERPRISES**

18CV43625

DEFENDANT'S MOTION ON LIEN APPLICATION

The Court notes Plaintiff, Security National Insurance Company, dismissed their claim on February 1, 2022. The remaining parties dismissed this action by filing a Stipulation & Order, filed on September 16, 2024. This case is now fully **DISMISSED**, and the matter is dropped from calendar.

The Clerk shall provide notice of the Ruling forthwith. No further formal Order is required.

JP MORGAN CHASE BANK, NA v BURGDORF

22CF13995

DEFENDANT'S CLAIM OF EXEMPTION

On May 18, 2023, JP Morgan Chase Bank, N.A. ("Chase") obtained a judgment against Defendant Taylor J. Burgdorf ("Burgdorf") in the amount of \$8669.04. After Calaveras County withheld funds, Burgdorf filed a claim of exemption which Chase opposes.

Code of Civil Procedure section 706.050(a) states:

Except as otherwise provided in this chapter, the maximum amount of disposable earnings of an individual judgment debtor for any workweek that is subject to levy under an earnings withholding order shall not exceed the lesser of the following: (1) Twenty-five percent of the individual's disposable earnings for that week. (2) Fifty percent of the amount by which the individual's disposable earnings for that week exceed 40 times the state minimum hourly wage in effect at the time the earnings are payable.

Burgdorf states that his gross monthly pay is \$3,841.78. From this monthly amount, Burgdorf claims that \$862.08 is deducted for federal and state withholding and that his monthly take home pay is \$2979.70. After expenses, Burgdorf states that his disposable income is \$71.17. Burgdorf does not specifically identify the source of his monthly income but states that he is paid weekly.

Burgdorf seeks to have all of his earnings exempted. Chase opposes the claim of exemption but states it is "willing to accept the applicable rate of net earnings under CCP 706.050 per pay period from Judgment Debtor by way of payment installment, until balance owing is paid in full."

Burgdorf states that his disposable earnings per week are \$71.17. Twenty-five percent of that is \$17.93.

Plaintiff's claim for exemption is **DENIED. Calaveras County shall withhold \$17.93 per week or until the judgment is satisfied.**

The Clerk shall provide notice of the Ruling forthwith. No further formal Order is required.

SANCHEZ, et al v SIMPSON, JR., et al

22CV46351

PLAINTIFFS' MOTION FOR INDIRECT CONTEMPT AND INJUNCTIVE RELIEF

This civil action stems from allegations of fraud and elder abuse and the transfer of real property brought by Antone Sanchez ("Tone"¹), Carol Sanchez ("Carol"), and Linda Andrus ("Linda") ("Plaintiffs") against Russel Simpson, Jr. and Stacy Simpson ("Simpsons") and Placer Title Company, Inc. Before the Court is Plaintiffs' motion to hold Defendant in contempt pursuant to Code of Civil Procedure section 1209(a)(5). Plaintiff also moves the Court to enforce or reconsider the December 2, 2022, temporary restraining order.

On March 29, 2024 the Court ordered this matter to expedited arbitration pursuant to the Residential Purchase Agreement ("RPA") signed by the parties. While an arbitration case has apparently been opened, the parties state that no arbitrator has been selected.

When a matter is referred to arbitration, the Court does not automatically lose all jurisdiction over the case. (*Dial 800 v. Fesbinder* (2004), 118 Cal.App.4th 32, 44.) The Court retains jurisdiction to provide provisional remedies such as injunctions, protective orders, and appointments of receivers. (Code Civ. Proc. § 1281.8(a).)

For the reasons set forth below, Plaintiffs' motions are **DENIED**.

I. Factual and Procedural Background

A. Background Facts

Tone and Carol were married in or around 1973 or 1974. In 1986, Tone and Carol purchased 7588 Red Hill Road, Angels Camp, CA 95222 ("Red Hill Property"). In 2018, Carol began to suffer from dementia and Tone was give Durable Power of Attorney to manage Carol's affairs.

In 2020, Tone invited his ex-wife Linda Andrus to move in with him and Carol. Also in 2020, Tone, Carol and Linda all went on title to the Red Hill Property.

At some point, Tone and Linda became friends with their neighbors, the Simpsons. Rusty Simpson is also apparently Tone's distant cousin. Rusty and Tone entered into some handshake-deals involving mining and Stacy would often check in on Plaintiffs.

¹ For ease of reference, the Court refers to the parties by their first names. No disrespect is intended.

In April 2022, Plaintiffs started discussing and planning to sell their Red Hill Property. They intended to move to Wyoming and to use the proceeds from the sale of the Red Hill Property for their new Wyoming home.

On or about June 16, 2022, the Simpsons along with a notary went to the Red Hill Property and presented closing documents drafted by Placer Title for the Plaintiffs to sign. At one point, Linda told Rusty that she was not going to sign any more documents because she did not know what they said and he was not explaining them to her - she cannot read or write and is generally illiterate. Rusty became angry with Linda and scared her into signing the documents. Title then passed to the Simpsons.

In August 2022, Plaintiffs named the Simpsons their agents for their Durable Powers of Attorney.

Plaintiffs then took some of their personal property to Wyoming to their new home. Upon returning to California and to the Red Hill Property, they found the gate at the end of the driveway was closed and locked. Plaintiffs were confused because they still had significant amounts of personal property on the Red Hill Property, none of which was to be included in the sale. When asked, the Simpsons informed Plaintiffs that they were forbidden from entering the Red Hill Property and ceased any form of friendly communication.

Plaintiffs revoked their Durable Powers of Attorney and personally served copies of the revocations with a letter of explanation through a process server on August 31, 2022. In September of 2022, the Simpsons began selling Plaintiffs' personal property on Facebook. The Simpsons also refused to allow Linda access to her diabetes medication that was on the Red Hill Property.

Plaintiffs subsequently filed a Verified Complaint for: 1) Fraud, 2) Unconscionable Contract, 3) Conversion, 4) Elder and Dependent Abuse, 5) Breach of Covenant of Good Faith and Fair Dealing, and 6) Imposition of Constructive Trust.

B. Procedural History

Based on the initial papers, on October 22, 2022, this Court issued in Plaintiffs' favor a TRO, barring Defendants from (1) selling the property, (2) selling or otherwise disposing of Plaintiffs' personal effects left at the property, and/or (3) altering the property without Plaintiffs' consent. On December 2, 2022, the Court ruled on Plaintiffs' motion for preliminary injunction after neither party submitted additional briefing. In that ruling, the Court granted the motion but only as to the provision in the TRO relating to personal property. Specifically, the Court ordered:

Defendants are hereby ordered not to sell, donate, move, secret, convert, or dispose of in any way plaintiffs' personal items left at the real property following the close of escrow, some of which (but not all) are identified in Exhibit 4 to the complaint (incorporated herein by reference).

In that ruling, the Court found that Plaintiffs had not presented sufficient evidence of a likelihood of prevailing on any cause of action other than conversion of personal property. However, the order did direct Defendants to pay a counterbond in the amount of \$50,000.00.

On March 29, 2024, the Court ordered this matter to expedited arbitration. According to the parties, the arbitration has not commenced and no arbitrator has been selected.

II. Legal Standard and Analysis

A. Contempt

An indirect contempt proceeding is commenced by the filing of an affidavit and a request for an order to show cause. (*Cedars-Sinai Imaging Medical Group* (2000) 83 CA4th 1281, 1286; Code of Civ. Proc. §1211(a).) If, after notice to the opposing party's counsel, the Court is satisfied with the sufficiency of the affidavit, it must sign an Order to Show Cause re Contempt in which the date and time of the hearing are set forth.

The "disobedience of any lawful judgment, order or process of the court," is considered a contempt of the authority of the Court. (Code Civ. Proc. § 1209, subd. (a)(5).) In order to establish jurisdiction in a contempt proceeding, Plaintiff must show the 1) making of the order, 2) knowledge of the order, 3) ability of the accused to render compliance, and 4) willful disobedience of the order. (*In re Ny* (1962), 201 Cal.App.2d 728, 731.)

Here Plaintiffs' counsel has filed an affidavit as part of the motion to have Defendants held in contempt. Counsel avers that Defendants have failed to post the required counterbond of \$50,000 and to protect Plaintiff's personal property. (Declaration of Vanessa Amador ("Amador Decl.") ¶ 7.) While Plaintiffs have shown that there was an order requiring a \$50,000 counterbond and that Defendants were aware of that order, Plaintiffs have not demonstrated an ability by Defendants to comply with the Order or willful disobedience of that order. Per the declaration of Defendants' counsel, the Defendants have been unable to obtain the counterbond without \$50,000 in cash collateral and shared this information with Plaintiffs' counsel. (Declaration of Travis Owens ("Owens Decl.") ¶ 10, Ex. H.) Notably, Plaintiffs do have a *lis pendens* recorded on the real property regardless of the counterbond.

Plaintiffs have not shown that the Defendants have an ability to obtain the \$50,000 counterbond nor that they have willful refused to attempt to do so. Accordingly, the affidavit and motion are insufficient to mandate the Court order a show cause hearing on Defendants' alleged contempt and the Motion for Indirect Contempt is **DENIED**.

B. Motion for Reconsideration under CCP Section 1008

Motions for reconsideration per section 1008(a) must be based upon “new or different facts, circumstances, or law” regarding the underlying motion that moving party failed to previously offer. (*New York Times Co. v. Superior Court* (2005) 135 Cal.App.4th 206, 212.) Failure to show new facts or law is jurisdictional; a motion for reconsideration that does not offer any new fact as to the merits of the underlying motion must be denied. (*Kerns v. CSE Ins. Group* (2003) 106 Cal.App.4th 368, 380.)

Plaintiffs ask the Court to reconsider its December 2nd ruling in which it granted an injunction as to the personal property but denied the injunction as to the real property. Plaintiffs have not presented sufficient evidence of new or different facts that would warrant reconsideration of the Court’s previous order.

Accordingly, the motion for reconsideration is **DENIED**.

III. Conclusion

Plaintiffs’ motion to hold Defendants in contempt and for reconsideration of the Court’s December 2, 2024, ruling is **DENIED**.

The Clerk shall provide notice of the Ruling forthwith. Defendants to prepare a formal Order conforming to this Ruling pursuant to Rule 3.1312..

WELLS FARGO BANK, NA v DAVIS

23CF14230

PLAINTIFF'S MOTION FOR JUDGMENT ON THE PLEADINGS

This is an action by Wells Fargo Bank, N.A. ("Plaintiff") against Bill P. Davis ("Defendant") for the collection of a credit card debt in the sum of \$7,858.48. In his Answer, Defendant did not deny the allegation in the Complaint that he owes the credit card debt but stated that he cannot afford to pay the debt. Now before the Court is Plaintiff's motion for judgment on the pleadings.

I. Legal Standard

A motion for judgment on the pleadings may be made upon the grounds that the complaint states facts sufficient to constitute a cause of action against the defendant and the answer does not state facts sufficient to constitute a defense to the complaint. (Code Civ. Proc. § 438(c)(1)(A).) The court must accept as true the factual allegations of the complaint and must give them a liberal interpretation. (*Gerawan Farming, Inc., v. Lyons* (2000), 24 Cal. 4th 468, 515-516.) In addition, the court is limited in its consideration to the face of the pleadings or matters entitled to judicial notice. (Code Civ. Proc. § 438(d).)

II. Legal Analysis

Plaintiff's Complaint alleges: (1) breach of written contract; (2) breach of contract (Implied in Fact); (3) money lent/money paid; (4) open book account; and (5) account stated.

A. Breach of Express or Implied Contract

A breach of contract claim requires: 1) the existence of a contract, 2) plaintiff's performance or excuse for nonperformance, 3) defendant's breach, and 4) the resulting damages to the plaintiff. (*San Mateo Union High Sch. Dist. v. Cnty. of San Mateo*, (2013) 213 Cal. App. 4th 418, 439.) "Where contract language is clear and explicit and does not lead to absurd results, we ascertain intent from the written terms and go no further." (*Shaw v. Regents of Univ. of Cal.*, (1997) 58 Cal. App 4th 44, 53.)

Plaintiff alleges that Plaintiff and Defendant entered into a contract for a consumer credit card. (Complaint p. 3, iBC-1.) The Complaint alleges that pursuant to the contract, Plaintiff provided credit and Defendant used that credit to make consumer purchases. The Complaint next alleges that Defendant breached the contract by failing to make

required payments. (Compl. pg. 3, iBC-2.) Finally, the Complaint alleges that Plaintiff has been damaged in the amount of \$7,858.48.

In his Answer, Defendant does not dispute the existence of the contract or its terms, acknowledges that he was an authorized user on the account, and does not dispute that he breached the contract and Plaintiff was damaged. Defendant states however that he cannot afford to pay due to his financial status; while understandable on a human level, this is not an affirmative defense recognized in the law.

Plaintiff's complaint states sufficient facts to set forth causes of action for breach of express or implied contract and the Answer fails to state any facts setting forth a defense. Accordingly, Plaintiff's motion for judgment on the pleadings as to **causes of action one** (breach of express contract) **and two** (breach of implied contract) is **GRANTED**.

B. Money Lent/Money Paid

A claim for "money lent" is one of the common counts. (*Rubinstein v. Fakheri*, (2020) 49 Cal.App.5th 797, 809.) A common count claim "broadly applies 'wherever one person has received money which belongs to another, and which in 'equity and good conscience,' or in other words, in justice and right, should be returned.'" (*Id* [citations omitted].) The claim does not require privity of contract and does not require an express request for the loan. (*Id.*)

Plaintiff's complaint states that Defendant received money, via the credit card loan, which ultimately and rightfully belongs to Plaintiff. Defendant's Answer fails to set forth any facts constituting a defense. Accordingly, Plaintiff's motion for judgment on the pleadings as to **cause of action three** (money lent/money paid) is **GRANTED**.

C. Open Book Account

An open book cause of action requires the Plaintiff to establish that: 1) Plaintiff and Defendant had financial transactions with each other; 2) that Plaintiff, in the regular course of business, kept a written account of the debits and credits involved in the transactions; 3) that Defendant owes Plaintiff money on the account; and 4) The amount of money that Defendant owes Plaintiff. (*Farmers Ins. Exchange v. Zerlin* (1997) 53 Cal.App.4th 445, 460; CACI 372)

Plaintiff has alleged uncontroverted facts that there was a financial transaction with Defendant, that Plaintiff kept a written account of the transactions, that Defendant owes the money and that the amount due is \$7,858.48. Accordingly, the Plaintiff's motion for judgment on the pleadings is **GRANTED** as to the **fourth cause of action** (open book).

D. Account Stated

The essential elements of an account stated are: “1) a previous transactions between the parties establishing the relationship of debtor and creditor; 2) an agreement between the parties, express or implied, on the amount due from the debtor to the creditor; and 3) a promise by the debtor, express or implied, to pay the amount due.” (*Leighton v. Forster* (2017) 8 Cal. App. 5th 467,491.) Typically, an account stated arises where the creditor gives a statement of the account to the debtor and “[i]f the debtor fails to object to the statement within a reasonable time, the law implies his agreement that the account is correct as rendered.” (*Zinn v. Fred R. Bright* (1969) 271 Cal.App.2d 597, 600.)

Plaintiff’s complaint contains uncontroverted allegations that there were previous transactions between Plaintiff and Defendant that established a creditor/debtor relationship, that there was an agreement on the amount due, and that the Defendant impliedly or expressly agreed to pay the amount due. Defendant presents no facts constituting a defense. Accordingly, Plaintiff’s motion for judgment on the pleadings is **GRANTED** as to the **fifth cause of action** (account stated).

III. Conclusion

Plaintiff’s motion for judgment on the pleadings is **GRANTED**.

The Clerk shall provide notice of the Ruling forthwith. The Court intends to sign the lodged Order and Judgment.

FREEMAN, SR., et al. v SMITH

24CV47282

DEFENDANT'S DEMURRER AND MOTION TO STRIKE

Plaintiffs Michael Steven Freeman, Sr., and Janice Marie Freeman as Trustees of the Michael Steven Freeman Sr. and Janice Marie Freeman revocable Trust, and Michael Steven Freeman, Jr. filed their Complaint to quiet title against Defendant Lyle Smith. Now before the Court are Defendant's Demurrer and Motion to Strike.

The motions do not comply with Local Rule 3.3.7. All matters noticed for the Law & Motion calendar shall include the following language in the notice:

3 3 7 Tentative Rulings (Repealed Eff 7/1/06, As amended 1/1/18) All parties appearing on the Law and Motion calendar shall utilize the tentative ruling system. Tentative Rulings are available by 2:00 p.m. on the court day preceding the scheduled hearing and can be accessed either through the court's website or by telephoning 209-754-6285. The tentative ruling shall become the ruling of the court, unless a party desiring to be heard so advises the Court no later than 4:00 p.m. on the court day preceding the hearing including advising that all other sides have been notified of the intention to appear by calling 209-754-6285. Where appearance has been requested or invited by the Court, all argument and evidence is limited pursuant to Local Rule 3 3. All matters noticed for the Law & Motion calendar shall include the following language in the notice:

Pursuant to Local Rule 3 3 7, the Court will make a tentative ruling on the merits of this matter by 2:00 p.m. the court day before the hearing. The complete text of the tentative ruling may be accessed on the Court's website or by calling 209-754-6285 and listening to the recorded tentative ruling. If you do not call all other parties and the Court by 4:00 p.m. the court day preceding the hearing, no hearing will be held and the tentative ruling shall become the ruling of the court [emphasis in original.]

Failure to include this language in the notice may be a basis for the Court to deny the motion.

Furthermore, the demurrer fails to comply with California Rules of Court, rule 3.3120(a) and the motion to strike fails to comply with California Rules of Court, rule 3.1322(a).

Based on the foregoing, the motion is **DENIED**, without prejudice to refile, if otherwise allowed by law.

The Clerk shall provide notice of the Ruling forthwith. No further formal Order is required.

THE TOYON PROJECT, LLC v FREITAS, JR., et al

24CV47564

PLAINTIFF'S APPLICATION FOR WRIT OF ATTACHMENT

On August 20, 2024, The Toyon Project, LLC ("Plaintiff") filed a verified complaint for breach of contract and declaratory relief against Sunset Foundry, Inc. ("Sunset"), David M. Freitas, Jr. ("David"²) and Michael K. Freitas ("Michael") (collectively "Defendants"). Plaintiff filed an ex parte application for a temporary protective order and an order for writ of attachment; on September 4, 2024, the Court issued a temporary protective order prohibiting Defendants from selling or disposing of any assets until the instant hearing on the writ of attachment.

I. Background

Plaintiff is the owner of real property commonly known as 3474 Toyon Circle, Valley Springs ("Property"). In August of 2006, Plaintiff and Defendants entered into a commercial lease agreement to use the Property for the purpose of operating a foundry ("Lease"). David also gave a personal guarantee, regarding, inter alia, the payment of all rents and other sums payable under Lease.

Between September 2006 and November 30, 2023, either by delinquent payment or repeatedly missing payments altogether, Defendants failed to pay rent when due under Lease. On February 28, 2024, Plaintiff and Defendants entered into an additional written contract ("Forbearance Agreement"). Pursuant to the Forbearance Agreement, Defendants agreed that they owed the principle sum of unpaid rent in the amount of \$240,975.00, plus late fees, under the Lease. Defendants would arrange for payments of all past due sums on or before April 30, 2024, and Plaintiff would be granted a security interest in all of the equipment owned by Sunset ("Equipment").

Plaintiff alleges that Sunset has relocated Equipment to California Electric Steel in Angels Camp, California, and are selling same and keeping the proceeds from Plaintiff. (Application for Writ of Attachment, Attachment 7 & 13(b), hereinafter "Smith Decl", ¶ 8.)

II. Legal Standard

Code of Civil Procedure Section 483.010(a) provides:

² Due to the common last name of the Defendants, the Court uses their first names. No disrespect is intended.

[A] n attachment may be issued only in an action on a claim or claims for money, each of which is based upon a contract, express or implied, where the total amount of the claim or claims is a fixed or readily ascertainable amount not less than five hundred dollars (\$500) exclusive of costs, interest, and attorney's fees." (Code Civ. Proc., § 483.010, subd. (a).)

Pursuant to subsection (c): "If the action is against a defendant who is a natural person, an attachment may be issued only on a claim which arises out of the conduct by the defendant of a trade, business, or profession."

Under Code of Civil Procedure section 484.090(a), a court shall issue a right to attach order if it finds that: (1) The claim upon which the attachment is based is one upon which an attachment may be issued, (2) The plaintiff has established the probable validity of the claim upon which the attachment is based, (3) The attachment is not sought for a purpose other than the recovery on the claim upon which the attachment is based, and (4) The amount to be secured by the attachment is greater than zero. The burden is on the moving party to establish these elements. (*Loeb & Loeb v. Beverly Glen Music, Inc.* (1985) 166 Cal.App.3d 1110, 1116.)

"A claim has 'probable validity' where it is more likely than not that the plaintiff will obtain a judgment against the defendant on that claim." (Code Civ. Proc., § 481.190.) "In determining the probable validity of a claim where the defendant makes an appearance, the court must consider the relative merits of the positions of the respective parties and make a determination of the probable outcome of the litigation." (*Loeb & Loeb, supra*, 166 Cal.App.3d at 1120.) The court does not determine whether the claim is actually valid; that determination will be made at trial and is not affected by the decision on the application for the order. (CCP §484.050(b).)

III. Legal Analysis

Applying the above standard, the Court finds Plaintiff is entitled to a writ of attachment.

First, the claim upon which the attachment is based is one upon which an attachment may be issued. The claim is for money based on an express contract with a readily ascertainable amount of more than \$500. Defendants apparently are still attempting to sell the property despite there being a protective order prohibiting such sales or disposal. Thus, it is appropriate for Plaintiff to pursue the writ so it can enforce a judgment should it prevail in this action.

Second, Plaintiff has sufficiently demonstrated "it is more probable than not" that it will prevail on its breach of contract claim. To prevail on a breach of contract claim, Plaintiff must establish: 1) the existence of a contract, 2) Plaintiff's performance or excuse for nonperformance, 3) Defendant's breach, and 4) the resulting damages to the Plaintiff. (*San Mateo Union High Sch. Dist. v. Cnty. of San Mateo*, (2013) 213 Cal. App. 4th 418, 439.) Here, Plaintiff has demonstrated the existence of the original agreement under

which Defendants were to pay rent. Plaintiff has established that it performed pursuant to the contract by leasing the property as promised to Defendants. Defendants have breached the contract by failing to pay rent. Finally, Plaintiff has shown it has been damaged as a result of the breach.

Third, there is no evidence or suggestion that Plaintiff has an “ulterior motive other than to breach a cause of action given to him by California law.” (Code Civ. Proc. § 484.090(a)(3).) Plaintiff seeks to attach Sunset’s property as a means of satisfying any future judgment it may obtain on its underlying claims.

Finally, the amount to be attached is greater than zero.

Plaintiff has sufficiently carried its burden of establishing its right to a writ of attachment.

IV. Conclusion

Plaintiff’s application for writ of attachment is **GRANTED**. Pursuant to Code of Civil Procedure section 489.220(a), Plaintiff shall file an undertaking in the amount of \$10,000.00.

The Clerk shall provide notice of the Ruling forthwith. Plaintiff to prepare a formal Order conforming to this Ruling pursuant to Rule 3.1312.

DISCOVER BANK v MASON

CF8837

DEFENDANT'S CLAIM OF EXEMPTION

On April 29, 2010 judgment creditor Discover Bank ("Discover") obtained a judgment against defendant Laverne Mason ("Mason") in the amount of \$10,609.80 with a current balance to satisfy of \$18,204.00. After Discover filed a renewal of judgment, the Court issued a new Writ of Execution on April 26, 2024. After Lassen County withheld funds, Mason filed a claim of exemption. Discover has withdrawn its opposition to the claim of exemption.

Code of Civil Procedure section 706.050(a) states:

Except as otherwise provided in this chapter, the maximum amount of disposable earnings of an individual judgment debtor for any workweek that is subject to levy under an earnings withholding order shall not exceed the lesser of the following: (1) Twenty-five percent of the individual's disposable earnings for that week. (2) Fifty percent of the amount by which the individual's disposable earnings for that week exceed 40 times the state minimum hourly wage in effect at the time the earnings are payable.

Mason states that her monthly pay is \$4,881.19. From this monthly amount, Mason claims that \$415.47 is deducted for federal and state withholding, \$115.37 for state tax, and that her monthly take home pay after taxes and deduction, \$302.18 for health insurance, and \$2.00 for "RPESJC Duc." Mason therefore states that her monthly take home pay is \$4,046.21. After expenses, Mason states that her disposable income is \$104.56. Mason does not state how often she is paid.

Mason states her disposable income is \$104.56 per month. That amount divided by four results in Mason having \$26.14 per week in disposable income. Twenty-five percent of \$26.14 is \$6.54.

Accordingly, pursuant to Code of Civil Procedure section 706.050(a)(a), **Lassen County shall withhold \$6.54 per week until the judgment is satisfied.**

The Clerk shall provide notice of the Ruling forthwith. Plaintiff to prepare a formal Order conforming to this Ruling pursuant to Rule 3.1312.