

Jackson Hole News&Guide

PublicNOTICES

What is a Public Notice?

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

SEPTEMBER 3, 2025

TETON COUNTY NOTICES

Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, September 8, 2025, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised until 5:00pm the day before the meeting.
Publish: 09/03/25

Teton County Board of Commissioners
In conjunction with the Town of Jackson
Monthly Joint Meeting Notice
200 S. Willow St., Jackson, Wyoming
Monday, September 8, 2025, 1:30 p.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised until 5:00pm the day before the meeting.
Publish: 09/03/25

TETON COUNTY DIVISION OFFICES

• REQUEST FOR BIDS •

Invitation to Bid

FORMAL BID: Compact Tractor Replacement

Teton County/Jackson Parks & Recreation is requesting formal bid requests for the purchase and delivery one (1) Minimum 57 Horsepower Compact Diesel Tractor with Tier IV motor with bucket attachment, along with other specifications listed in the bid documents found on Public Purchase-Exhibit A. 2013 Model HST Mahindra Tractor for trade in.

A pre-bid conference may be scheduled if there are clarifying questions related to the bid and will be held via Microsoft Teams video. Vendors that access the Public Purchase bid documents will receive an invite through Public Purchase. General questions can be submitted online through Public Purchase. Bid packages may be obtained online at the Public Purchase website. The bid id is PRFY26CPT with Bid ID: 204444. Vendors must complete the free registration on the Public Purchase site. Assistance with registration can be obtained at [http:// www.tetoncountywy.gov/1951/Purchasing](http://www.tetoncountywy.gov/1951/Purchasing). Proposals are to be submitted on that same website. Bids will be due on or before 3PM MST on Monday 9/15/25 and open upon release immediately thereafter at the Parks offices at 400 W Snow King Ave, Jackson, WY 83001.

Teton County reserves the right to reject all proposals and to waive informalities and irregularities in proposals. Questions are to be posted on the Public Purchase website. All questions and answers will be available to all bidders.
Publish: 09/03, 09/10/25

Invitation to Bid

FORMAL BID: Toolcat Utility Machine Replacements

Teton County/Jackson Parks & Recreation is requesting formal bid invitations for the purchase and delivery two (2) Utility Machines with two (2) Bobcat Toolcat Utility Machines trade ins; along with other specifications listed in the bid documents found on Public Purchase.

A pre-bid conference may be scheduled if there are clarifying questions related to the bid and will be held via Microsoft Teams video. Vendors that access the Public Purchase bid documents will receive an invite through Public Purchase. General questions should be submitted through Public Purchase. Bid packages may be obtained online at the Public Purchase website. The bid id is PRY26UTL with Bid ID 204446. Vendors must complete the free registration on the Public Purchase site. Assistance with registration can be obtained at [http:// www.tetoncountywy.gov/1951/Purchasing](http://www.tetoncountywy.gov/1951/Purchasing). Proposals are to be submitted on that same website. Bids will be due on or before 3PM MST on Monday 9/15/25 and open upon release immediately thereafter at the Parks offices at 400 W Snow King Ave, Jackson, WY 83001.

Teton County reserves the right to reject all proposals and to waive informalities and irregularities in proposals. Questions are to be posted on the Public Purchase website. All questions and answers will be available to all bidders.
Publish: 09/03, 09/10/25

• CONTINUED PUBLICATIONS •

Teton County, Wyoming is soliciting proposals from qualified consultants for a Transportation & Mobility Impact Nexus Study, including financial analysis and legal expertise. Proposals must be submitted online via www.publicpurchase.com by 4:00 P.M. MDT on September 8, 2025. All questions must be submitted through Public Purchase by Aug 26; responses to questions will be visible on Public Purchase.
Publish: 08/27, 09/03/25

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

TOWN COUNCIL PROCEEDINGS - UNAPPROVED
AUGUST 18, 2025 JACKSON, WYOMING
The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Arne Jorgensen, Devon Viehman, Kevin Regan, and Alyson Spery. Jonathan Schechter was absent. The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen. Mayor Jorgensen introduced Michael Toronto, Transit Director. Public Comment. Llorna Miller and Mike Clement made public comment. Consent Calendar. A motion was made by Devon Viehman and seconded by Kevin Regan to approve the consent calendar including items A-E as presented with the following motions:
A. Meeting Minutes. To approve meeting minutes from the August 4, 2025 Regular Town Council Meeting.
B. Disbursements. To approve the disbursements as presented. A43 ARCHITECTURE \$5,979.25; ACE HARDWARE \$1,743.24; ALDER ENVIRONMENTAL LLC \$3,092.19; ALPHAGRAPHICS \$794.13; AMAZON \$1,891.01; AMSOIL INC #774148 \$8,871.39; AT&T -\$2,446.82; BIG R RANCH & HOME \$116.98; BISON LUMBER \$419.85; BLACK HAWK INDUSTRIAL \$43.53; BLUE SPRUCE CLEANERS,INC \$245.91; BOLAND, ANITA \$2,263.80; BUCKRAIL \$3,438.00; BURKHOLDER, SHAWN \$2,141.61; CENTRALSQUARE \$20.70; CENTURLINK -\$9.53; CHARGEPOINT, INC \$3,620.00; CIVICPLUS \$5,781.51; COLEMAN, TATE \$25.15; COMMUNITY SAFETY NETWORK \$33,333.34; CONRAD & BISCHOFF INC. \$31,479.57; CONTROL SYSTEM TECHNOLOGY, INC. \$7,884.50; CONWAY, LARS \$2,500.00; COPYWORKS, LLC \$364.66; CORE & MAIN LP \$479.41; CREATIVE ENERGIES, LLC \$12,000.00; CURTIS BLUE LINE \$141.56; DAWSON INFRASTRUCTURE SOLUTIONS \$4,268.06; DEAN'S PEST CONTROL LLC \$270.00; DEFENSIVE EDGE TRAINING & CONSULTING, IN \$1,100.00; E.R. OFFICE EXPRESS \$308.88; ENERGY 1 \$21,997.51; ENERGY LABORATORIES INC. \$355.00; ESRI, INC \$700.00; ETNA TRADE PARK LLC \$4,062.00; EVANS CONSTRUCTION INC \$618.63; EVOLUTION CONSTRUCTION, LLC \$11,851.00; FENNERN, ROBERT \$155.00; FERGUSON ENTERPRISES, INC \$843.91; FIRE SERVICES OF IDAHO \$11,031.25; FLEETPRIDE \$1,577.07; FLOWMARK/HIGH TECH COMPANIES \$636.06; FLOWPOINT ENVIRNMENTAL SYSTEMS \$1,105.54; GARMIN USA \$64.95; GILLIG LLC \$4,543.71; GRIFFITH PARTNERSHIP LLC \$1,600.00; HD FOWLER COMPANY \$939.68; HEBDON EXCAVATION LLC \$1,125.00; HIGH COUNTRY LINEN \$1,435.77; HUNT CONSTRUCTION INC \$12,819.00; IDAHO TRAFFIC SAFETY, INC. \$1,700.00; INTERSTATE BATTERY \$572.80; IPRO TECH, LLC \$7,998.71; IVY OUTDOOR SERVICES LLC \$21,284.02; JACKSON GROUP LOCKBOX \$5,166.92; JACKSON HOLE HISTORICAL SOCIET \$1,125.00; JACKSON HOLE LAW, PC \$3,505.00; JACKSON HOLE NEWS & GUIDE \$7,322.50; JACKSON LUMBER INC \$347.00; JOE & DOROTHY KUDAR \$3,000.00; JOE JOHNSON EQUIPMENT \$761.16; JORGENSEN ASSOCIATES, PC \$8,380.00; KEENAN, PETER \$2,357.50; KJ'S SERVICES INVESTMENTS LLC \$2,975.00; LEGACY BUSINESS VENTURES LLC \$800.00; LEONHARD, SEAN \$154.00; LOCAL GOVT LIABILITY POOL \$1,374.09; LOWER VALLEY ENERGY INC \$3,000.00; M. NEILS ENGINEERING, INC \$5,973.12; MACY'S SERVICES \$75.81; MARTINELLI, JANINE \$145.00; MCDONOUGH, CHRIS \$130.00; METROQUIP INC \$398.20; MSC INDUSTRIAL SUPPLY CO \$302.63; NAPA AUTO PARTS INC. \$2,492.14; NELSON ENGINEERING \$4,470.00; OUTBACK LANDSCAPE OF WYOMING, LLC \$526.00; PERFORM PRINTING LLC \$2,945.55; POLISEO, FLOREN \$6.08; PREMIER TRUCK- SALT LAKE CITY \$1,122.36; PVS DX, INC \$2,408.31; R & A SAFETY LLC \$814.50; RAMANATHAN, BRINDA \$2,500.00; RICH, SAMUEL \$559.95; RIDGELINE EXCAVATION INC \$16,157.39; RINK-TEC INTERNATIONAL, INC \$19,441.88; RT1 INC \$27.03; SCHWARTZ, ANDY \$9,583.33; SIGN IT NOW INC \$651.15; SILVER CREEK SUPPLY \$656.05; SILVERSTAR \$3,606.69; SMITH PSYCHOLOGICAL SERVICES \$400.00; SMITH, GREGORY J \$155.00; SMITH, PHILLIP \$154.00; SOSA'S JANITORIAL SERVICE \$6,255.00; SPACE EXPLORATION TECHNOLOGIES CORP \$495.00; SPRING CREEK ANIMAL HOSPITAL \$260.97; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STEPHENS, TALON \$77.83; STONE, KIRK \$3,241.35; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TETON

How to place a Public Notice

Jackson Hole News&Guide • PO Box 7445
Jackson, WY 83002 • (307) 733-2047

Rate: \$24.00 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typsetting fee of \$50.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

COUNTY INTEGRATED SOLID WASTE/RECY \$1,818.00; TETON COUNTY PUBLIC WORKS \$51,030.21; TETON LITERACY CENTER \$33,744.99; TETON MOTORS INC \$34,529.49; TETON MOUNTAIN RANCH \$1,125.00; TETON ROPE ACCESS AND SERVICES, LLC \$900.00; TETON TRASH REMOVAL, INC. \$120.00; TETON VALLEY NEWS \$124.10; THOMSON WEST \$1,209.20; THYSSEN KRUPP ELEVATOR CORP. \$6,693.22; T-MOBILE \$31.55; TMSC LLC \$3,208.50; TOOLSON TELEPHONE, INC \$440.80; TRANSPORTATION MANAGEMENT & DESIGN INC \$20,514.06; TRAPHAGEN, JEROMIE \$393.00; WAMCO LAB, INC. \$550.00; WARREN, JOE \$100.00; WBC PROPERTIES \$2,150.00; WEBER, MICHELLE \$102.00; WEST COAST CODE CONSULTANTS \$7,215.00; WESTERN STATE \$3,716.91; WHITE GLOVE CLEANING, INC. \$2,652.00; WILSON, BRIAN \$155.00; WILSON, JOHN \$2,200.00; WINDCAVE INC \$14.92; WYOMING FIRST AID & SAFETY \$324.12; WYOMING IMMIGRANT ADVOCACY \$3,750.00; WYOMING.COM INC \$5.00; YELLOW IRON WASTE, LLC \$3,170.50
C. Contracts.
1. Primary Lease Agreement with Primary Landlord. To approve the Primary Lease Agreement with Primary Landlord.
2. Amendment to the Agreement with Windcave, Inc. To approve the Amendment to the Agreement with Windcave, Inc.
D. Pack Residence - Sewer Connection Request (E25-0151). to:
1. Approve the Wilson Sewer District's request for additional wastewater collection and treatment services subject to the conditions of approval set forth in this staff report,
2. Direct staff to draft the appropriate Connection and Use Agreement, and
3. Present the Agreements to Council for consideration at a future Council Meeting.
E. Suite of Town Housing Lease Templates. To approve the suite of housing lease templates as presented, subject to minor changes by staff.
There was no public comment on the consent calendar. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Contract with Harmony Design, Inc. This item was removed. Contract with EcoConnect Consulting. This item was removed. Sustainable Strategies Grant Consultants: Services Agreement & D.C. Trip. Susan Scarlata made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to: 1) Approve the Services Agreement with Sustainable Strategies and authorize the Mayor to execute it subject to minor changes by staff; and 2) Approve travel for and direct staff to plan a trip to Washington D.C. in the fall of 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Scoping Report on Sister City Relationship with Tlaxcala, Mexico. Susan Scarlata made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Alyson Spery and seconded by Devon Viehman to direct staff to draft and send a letter of introduction from this Mayor and Town Council to the current administration in Hueyotlipan, Mexico. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. A motion was made by Devon Viehman and seconded by Alyson Spery to direct staff to incorporate having members of the Community Engagement Task Force, once established, help build connections to and continue developing the Town's Sister City Relationship with Hueyotlipan in Tlaxcala, Mexico. The vote showed all in favor. The motion carried. Swan Creek Parcel Zoning Map Amendment (P25-075). Andrew Bowen made staff comment. Council held discussion with staff. Bree Burton and Mike Allen commented on behalf of the applicant. There was no public comment. A motion was made by Devon Viehman and seconded by Alyson Spery to deny Zoning Map Amendment P25-075 located at Parcel ID 22-41-16-32-3-00-025, having considered the factors provided in LDR Section 8.7.3.C, departmental reviews, and this staff report dated August 18, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Request for Approval of a Conditional Use Permit to Allow a Wireless Communications Facility (Antenna) on a Light Pole at 402 East Snow King Avenue (P25-076). Andrew Bowen made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to approve Conditional Use Permit P25-076 to renew an existing Wireless Facility CUP (formerly P18-163) located at 402 East Snow King Avenue, subject to the departmental review comments and the staff report dated August 18, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Request for Approval of a Conditional Use Permit to Allow a Wireless Communications Facility at the Base of Snow King (The Rafferty Activity Center) (P25-077). Andrew Bowen, Lea Colasuonno, and Paul Anthony made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Alyson Spery and seconded by Devon Viehman to approve Conditional Use Permit P25-077 to renew an existing Wireless Facility CUP (formerly P18-164) located at 402 East Snow King Avenue, subject to the departmental review comments and the staff report dated August 18, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Resolution 25-19: JH Airport FAA AIP Grant Agreement 85. Riley Hovorka made staff comment. There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to adopt the proposed Resolution, and approval of the FAA Grant Agreement to Conduct Miscellaneous Study at the Jackson Hole Airport with the FAA obligation under the grant

• Public Notices •

• REQUEST FOR BIDS •

CORRECTED ADVERTISEMENT FOR BIDS
Town of Jackson, Wyoming
2025 High School Road Pump House - TOJ Bid No. 26-06

Notice is hereby given that the Town of Jackson, Wyoming is requesting Bids for the construction of the 2025 High School Road Pump House. Bids will be received at the Office of the Town Clerk, Town of Jackson, PO Box 1687, located at 150 East Pearl Avenue, Jackson, WY 83001 (Town Hall), emailed bids will be received at TownClerk@jacksonwy.gov until Thursday, September 25th, 2025 at 1:00pm local time. At that time the Bids received will be publicly opened and read. Bids shall be delivered according to the instructions to bidders. A mandatory pre-bid conference will be held at the Nelson Engineering Office at 430 South Cache on Tuesday September 9th, 2025 at 2:00 PM MST. A link for a remote meeting will be provided.

The Project includes the construction of a 1300 s.f. pump house, complete with electrical, HVAC, standby power and treatment works for two public water supply wells with provisions to accommodate a future third well; installation of conductors and data cables to two well sites; and associated sitework. The facility shall be substantially complete and ready for operation by May 1st, 2026, with a final completion of July 1st, 2026. Bidding documents will be posted electronically on Wednesday, August 27th, 2025 by the Issuing Office, Town of Jackson Engineering Division.

Complete digital bidding documents will be available at www.questcdn.com. You may download the digital documents by inputting QuestCDN project No. 9857950 or Owner Project No. 26-06 on the website's projects tab search page. Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. Questions regarding the Bidding Documents: jkilpatrick@nelsonengineering.net (307-690-2086).

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference. The Town of Jackson reserves the right to reject any and all bids, and to waive all informalities.

Publish: 09/03, 09/10/25

ADVERTISEMENT FOR BIDS
Town of Jackson, Wyoming
Cache Creek Drive Storm Inlets Project: TOJ Bid No. 26-07
Notice is hereby given that the Town of Jackson, Wyoming is requesting Bids for the construction of Cache Creek Drive Storm Inlets Project. Sealed bids will be received at the office of the Town Clerk, Town of Jackson, PO Box 1687, located at 150 East Pearl Avenue, Jackson, WY 83001, (Town Hall), emailed bids will be received at TownClerk@jacksonwy.gov until September 25, 2025, at 1:00 pm local time. At that time the Bids received will be publicly opened and read. Bids shall be delivered according to the instructions to bidders. The project includes the installation of storm water infrastructure at a known low point on Cache Creek Drive. Construction timeline: October 15, 2025 to June 1, 2026. Issuing Office: Town of Jackson Engineering Division

Complete digital bidding documents are available at www.questcdn.com. You may download the digital documents by inputting QuestCDN project No. 9857956 or Owner Project No. 26-07 on the website's projects tab search page. Please contact QuestCDN.com for assistance in membership registration, downloading plan sets, and working with this digital project information.

Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. Questions regarding the Bidding Documents should be directed to Town of Jackson Engineering, TownEngineering@jacksonwy.gov (Phone: 307-733-3079, Ext. 1414). For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference.

The Town of Jackson reserves the right to reject any and all bids, and to waive all informalities.

Publish: 09/03, 09/10/25

• CONTINUED PUBLICATIONS •

Bid Request for Bid 26-03

Notice is hereby given that the Town of Jackson, Wyoming will receive bids up to, but not later than Friday, August 5, 2025 at 3:00pm MST for one new and unused electric pick-up. Bids will be opened at 3:05pm in the Town Council Chambers located at 150 E. Pearl Avenue, Jackson, WY 83001. Bids may be hand delivered or mailed to Town of Jackson, Attn: Riley Hovorka, P.O. Box 1687, 150 E. Pearl Avenue, Jackson, WY 83001.

Please see full bid request on the Town of Jackson website for more information: <https://www.jacksonwy.gov/Bids.aspx>.

Publish: 08/27, 09/03/25

Bid Request for Bid 26-04

Notice is hereby given that the Town of Jackson, Wyoming will receive bids up to, but not later than Friday, August 5, 2025 at 3:00pm MST for four new and unused AWD SUVs. Bids will be opened at 3:05pm in the Town Council Chambers located at 150 E. Pearl Avenue, Jackson, WY 83001. Bids may be hand delivered or mailed to Town of Jackson, Attn: Riley Hovorka, P.O. Box 1687, 150 E. Pearl Avenue, Jackson, WY 83001.

Please see full bid request on the Town of Jackson website for more information: <https://www.jacksonwy.gov/Bids.aspx>.

Publish: 08/27, 09/03/25

GENERAL PUBLIC NOTICES

• PUBLIC NOTICE •

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

RIC (SAN LEANDRO) LLC,

Plaintiff,

v.

BRUCE DOUGLAS MILLER,

Defendant.

Case No. 23-cv-01501-JST (SK)

REPORT AND RECOMMENDATION REGARDING MOTION FOR DEFAULT JUDGMENT

Regarding Docket No. 63

This matter was referred to the undersigned for a report and recommendation on the motion for default judgment filed by Plaintiff RIC (San Leandro) LLC (“Plaintiff”) against Defendant Bruce Douglas Miller (“Miller”). For the reasons set forth below, the Court RECOMMENDS GRANTING the motion for default judgment but RESERVES RULING on calculating the amount of damages and prejudgment interest.

BACKGROUND

On March 29, 2023, Plaintiff filed a Complaint for breach of written guaranty agreements against Miller, as well as Defendants Patrick Koentges, Kenneth Greer, and Green Sage LLC. (Dkt. No. 1.) Plaintiff is a California limited liability company with its principal place of business in Ontario, Canada. (Id., ¶ 2.) Miller resided at all relevant times in Wyoming and is a member and manager of Green Sage, LLC and a member of KBP Strategic Capital, LLC (“KBP”), the managing partner of the borrower 5601 SLOCA, LLC. (Id., ¶ 3.)

The guarantors, including Miller, guaranteed the obligations owed to Plaintiff by Oakland Cannery Real Estate, LLC, 5733 SLOCA Partnership and 5601 SLOCA, LLC. (Id., ¶ 9; see also Dkt. No. 1-2, Ex. G (Guaranty Agreement).) When the borrowers defaulted on the loan, Plaintiff foreclosed on the collateral securing the Loans for a credit bid of \$25 million. (Id., ¶ 10.) Plaintiff made demands for payment to the guarantors, including Miller, but they refused to pay. (Id., ¶ 13.) As of the date Plaintiff’s filed the Complaint, the outstanding balance owed on the loan was \$51,507,018.29, but the interest continued to accrue. (Id., ¶ 15.)

The Court granted Plaintiff’s motion to serve Miller by publication. (Dkt. Nos. 28, 29.) Plaintiff filed proofs of service. (Dkt. Nos. 30-34.) After Miller failed to appear, default was entered against him on November 1, 2023. (Dkt. No. 41.)

On November 27, 2024, Defendant Green Sage, LLC was dismissed from this case. (Dkt. No. 58.) Defendants Patrick Koentges and Kenneth Greer were then dismissed as defendants because they had filed bankruptcy petitions. (Dkt. No. 62.) Therefore, Miller is the only remaining defendant.

ANALYSIS

A. Jurisdiction and Service.

Before entering default judgment, a court has “an affirmative duty to look into its jurisdiction over both the subject matter and the parties.” See *In re Tuli v. Rep. of Iraq*, 172 F.3d 707, 712 (9th Cir. 1999). Here, the Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332. There is diversity of citizenship because Plaintiff, a California corporation with its principal place of business in Ontario, Canada, is a citizen of California, and Miller is a Wyoming citizen. (Dkt. No. 1, ¶¶ 2, 3.) Therefore, there is complete diversity. Additionally, the amount in controversy well exceeds \$75,000.

In the Guaranty Agreement, Miller consented to personal jurisdiction in California. (Dkt. No. 1-2, Ex. G at § 13.) Therefore, based on his consent, there is personal jurisdiction as well.

Service was also proper. Plaintiff served Miller by publication after obtaining authorization from the Court to do so. (Dkt. Nos. 28-34.)

B. Standards Governing Default Judgment.

After entry of default, a court may grant default judgment on the merits of the case. See *Fed. R. Civ. P.* 55. Upon default, the factual allegations of the complaint, except those concerning damages, are deemed to have been admitted by the non-responding party. *Geddes v. United Financial Group*, 559 F.2d 557, 560 (9th Cir.1977). “The district court’s decision whether to enter a default judgment is a discretionary one.” *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir.1980). In determining whether to enter default judgment, a court should consider the following factors:

(1) the possibility of prejudice to the plaintiff, (2) the merits of plaintiff’s substantive claim, (3) the sufficiency of the complaint, (4) the sum of money at stake in the action; (5) the possibility of a dispute concerning material facts; (6) whether the default was due to excusable neglect, and (7) the strong policy underlying the Federal Rules of Civil Procedure favoring decisions on the merits.

Eitel v. McCool, 782 F.2d 1470, 1471-72 (9th Cir. 1986). Here, these factors weigh in favor of granting Plaintiff’s motion for default judgment.

C. Plaintiff’s Motion.

1. Prejudice.

If the Court denied Plaintiff’s motion, it would likely be left without a remedy given Miller’s failure to appear or otherwise defend this action. See *Pepsico, Inc. v. Cal. Sec. Cans*, 238 F.

being \$1,985,132. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Resolution 25-20: JH Airport FAA AIP Grant Agreement 86. There was no public comment. A motion was made by Alyson Spery and seconded by Kevin Regan to adopt of the proposed Resolution, and approval of the FAA Grant Agreement to Construct Deicing Pad and Containment Facility (Phase 3 – Pavement Base Course) at the Jackson Hole Airport with the FAA obligation under the grant being \$1,158,575. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Ordinances. A motion was made by Devon Viehman and seconded by Alyson Spery to read ordinances in short title. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Ordinance Z: An Ordinance Regarding Police Department Rules and Regulations. AN ORDINANCE AMENDING SECTION 2.32.080, RULES AND REGULATIONS, OF TITLE 2, ADMINISTRATION AND PERSONNEL, REGARDING POLICE DEPARTMENT RULES AND REGULATIONS OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: There was no public comment. A motion was made by Alyson Spery and seconded by Devon Viehman to approve Ordinance Z, An Ordinance Amending Section 2.32.080, Rules and Regulations of the Police Department, on third and final reading and designate it Ordinance 1444. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Ordinance A: An Ordinance Granting a Franchise to RAD Curbside. AN ORDINANCE GRANTING RAD CURBSIDE, INC. A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING. There was no public comment. A motion was made by Devon Viehman and seconded by Alyson Spery approve Ordinance A, an ordinance granting a franchise to RAD Curbside, on third reading and designate it Ordinance 1445. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Matters from Mayor and Council. Council discussed a gift of appreciation for outgoing board members. Roxanne Robinson made staff comment. A motion was made by Devon Viehman and Kevin Regan to authorize Council travel expenses for Mountain Towns/CAST, WAM Board Meeting, National League of City, and Mountain Planners Summit. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on a ‘conflicts of interest’ ordinance, temporary sign permits for the Community Prevention Coalition of TC and The Betts, WAM’s regional meeting, and the transit signal priority (TSP) component of the BUILD grant. The Town Manager provided an update on daily water use. Buce Abel, Susan Scaralata, and Riley Hovorka made staff comment. A motion was made by Alyson Spery and seconded by Devon Viehman to approve the Town Manager’s Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Adjourn. A motion was made by Alyson Spery and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 8:03 p.m.

Publish: 09/03/25

TOWN COUNCIL PROCEEDINGS – UNAPPROVED
AUGUST 18, 2025 JACKSON, WYOMING
The Jackson Town Council met in regular workshop in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 1:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Arne Jorgensen, Devon Viehman, Kevin Regan, and Alyson Spery. Jonathan Schechter was absent. Ecosystem Health Indicator Report. Tanya Anderson and Olivia Park made staff comment. Council held discussion with staff. Zoe Harbor, Jenna Evans, Chris Peltz, and Lorna Miller public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to approve the Ecosystem Health Indicator Report, as discussed, and direct staff to track the indicators in this report annually, to post the report on the Town’s website, and to work with the External Affairs Department to share the report with the public. Kevin Regan proposed a friendly amendment to approve the Report as discussed today. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Council recessed the meeting at 2:52 p.m and reconvened at 2:57 p.m. Scoping Report on Exemption for Young People for Certificate of Qualifications. Paul Anthony, Tyler Sinclair, and Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Alyson Spery and seconded by Devon Viehman to direct staff to prepare an amendment to Chapter 15.36 Contractor Licensing and Certification of the Jackson Municipal Code to create an exemption for young people to obtain a Certificate of Qualifications (COQ) card as discussed at this workshop on August 18, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Scoping Report on UTV Regulations. Paul Anthony and Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Kevin Regan and seconded by Devon Viehman to direct staff to place this item on the PI list for future consideration. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Sustainable Destination Management Plan (SDMP) Overview. Lindsey Ehinger presented to Council. Tyler Sinclair and Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. No motions were made. Matters from Mayor and Council. Council discussed the BUILD grant. Mayor Jorgensen provided updates from the Parks & Rec board and Jackson Hole Airport board. Lea Colasuonno made staff comment. Council discussed use of public water for wildfire suppression. Council Priorities and Upcoming Agendas. Tyler Sinclair reviewed Council’s Workplan Calendar and the PI List. Council held discussion with staff. Adjourn. A motion was made by Kevin Regan and seconded by Alyson Spery to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:56 p.m.

Publish: 09/03/25

• Public Notices •

Supp. 2d 1172, 1177 (C.D. Cal. 2002). The Court thus finds that this factor weighs in favor of granting default judgment.

2. Merits of Plaintiff’s Claims and Sufficiency of the Complaint.

The second and third factors, which look to the merits of Plaintiff’s substantive claims and the sufficiency of the Complaint, also support entry of default judgment. After an entry of default, well-pled allegations in the complaint are deemed true, except for the amount of damages. Fair Housing of Marin v. Combs, 285 F.3d 899, 906 (9th Cir. 2002). Here, Plaintiff asserts a breach of contract claim against Miller for breach of the Guaranty Agreement. To prevail on a claim for breach of contract, Plaintiff must show “the existence of the contract, performance by the plaintiff or excuse for nonperformance, breach by the defendant and damages.” First Commercial Mortgage Co. v. Reece, 89 Cal. App. 4th 731, 745 (2001).

Here, Plaintiff alleges, which is taken as true on this motion for default judgment, that it entered into loan agreements, to which Miller was a guarantor under the Guaranty Agreement. (Id., ¶ 9; see also Dkt. No. 1-2, Ex. G.) When the borrowers defaulted, Plaintiff foreclosed on the collateral and credited \$25 million towards the amount owed. (Id., ¶ 10.) Plaintiff made demands for payment to the guarantors, including Miller, but they refused to pay. (Id., ¶ 13.)

The Court finds that Plaintiff has sufficiently alleged and thus proved on this motion for default judgment that Miller breached the Guaranty Agreement by failing to pay the amount owed. Therefore, these factors weigh in favor of granting default judgment.

3. Sum of Money at Stake.

The fourth Eitel factor focuses on the amount at issue in the action. “[C]ourts should be hesitant to enter default judgments in matters involving large sums of money.” Yelp Inc. v. Catron, 70 F. Supp. 3d 1082, 1099-1100 (N.D. Cal. 2014). “When the money at stake in the litigation is substantial or unreasonable, default judgment is discouraged.” Board of Trs. v. Core Concrete Const., Inc., 2012 WL 380304, at *4 (N.D. Cal. Jan. 17, 2012) (citing Eitel, 782 F.2d at 1472). However, when “the sum of money at stake is tailored to the specific misconduct of the defendant, default judgment may be appropriate.” Id. (citations omitted); see also Landstar Ranger, Inc. v. Parth Enters., 725 F. Supp. 2d 916, 921 (C.D. Cal. 2010) (holding this factor “requires that the court assess whether the recovery sought is proportional to the harm caused by defendant’s conduct.”).

Here, Plaintiff seeks the amount owed under the loan agreement plus prejudgment interest, totaling \$57,665,621.34. (Dkt. No. 63 at p. 10; see also Dkt. No. 63-2 (Declaration of Wesley Roitman) at ¶¶ 3-10.) Although this amount is large, it is tailored to remedy Miller’s specific misconduct. Therefore, this factor weighs in favor of granting default judgment.

4. Remaining Eitel Factors.

Because Miller has not answered the Complaint or otherwise appeared in this action, the possibility of a dispute concerning material facts is unknown. Next, there is no evidence or indication that Miller’s failure to appear was due to excusable neglect. Plaintiff properly served Miller. Finally, although the seventh Eitel factor – balancing the policy consideration that whenever reasonably possible cases should be decided on their merits – weighs against default judgment, the majority of other factors weigh heavily in favor of default judgment.

Despite the policy of favoring decisions on the merits, default judgment is appropriate when a defendant refuses to litigate a case. Fed. R. Civ. P. 55(b); see also Bd. of Trustees v. RBS Washington, LLC, 2010 WL 145097 at *4 (N.D. Cal. Jan. 8, 2010.) Here, Miller failed to litigate. Therefore, the Court RECOMMENDS that default judgment be entered against Miller.

D. Remedy.

While the allegations in the Complaint are taken as true for purposes of default judgment, courts must make specific findings of fact in assessing the amount of damages. See Fair Hous. of Marin v. Combs, 285 F.3d 899, 906 (9th Cir. 2002). The Court has discretion to determine the amount of damages to be awarded. Rolex Watch, U.S.A., Inc. v. Michel Co., 179 F.3d 704, 712 (9th Cir. 1999). Upon consideration of Plaintiff’s supplemental materials, the Court finds that it presents sufficient evidence to demonstrate that Miller owes in damage the amount due under the loan as damages as guaranteed by the guaranty agreement. In addition, the Court finds that Plaintiff is entitled to prejudgment interest at the statutory rate of 10 percent per year under California Civile Code § 3289(b).1 California law provides that prejudgment interest on a breach of contract claim begins to run from the date of injury if the damages are certain. Cal. Civ. Code § 3287. “Typically, damages are deemed certain or capable of being made certain when ‘there is essentially no dispute between the parties concerning the basis of computation of damages’ and the underlying dispute centers solely on the question of liability.” Western Air Charter, Inc. v. Schembari, 2019 WL 6998789, at *2 (C.D. Cal. Mar. 7, 2019) (quoting Fireman’s Fund Ins. Co. v. Allstate Ins. Co., 234 Cal. App. 3d 1154, (1991)). Here, as Plaintiff’s allegations are taken as true, there is no dispute as to the computation of damages.

Although Plaintiff has demonstrated an entitlement to both damages and prejudgment interest, the Court finds that there is still some ambiguity as to the amount of damages and as to calculating the daily rate of prejudgment interest. The document on which Plaintiff relies to show what is owed under the loan agreement includes loan balances and disbursements, interest (both “note rate” and “default”), late charges, legal fees, statement fees, and “additional expenses”. (Dkt. No. 71-1 (unredacted Exhibit G in support of Mot. for Default Judgment).) Plaintiff does not explain what the “note rate” interest and “default” interest are and what supports its

1 Plaintiff seeks the interest at the “default rate” without specifying what that rate is or whether this rate is based on a contract or statute. (Dkt. No. 1 (Compl.) at ¶¶ 15, 32, 41; Dkt. No. 63 (Mot. for Default Judgment) at pp. 4-5.)

entitlement to such interest, including whether it is based on specific provisions of the loan agreement, guarantee agreement, or a statute. Nor does Plaintiff explain the basis for obtaining late charges, legal fees, statement fees, and additional expenses, including whether it is based on a specific provision in the loan agreement, the guarantee agreement, or some other

document. In addition, it is not clear what monetary amount Plaintiff contends the statutory rate of prejudgment should be calculated from and when the prejudgment interest started to accrue. To the extent Plaintiff argues that it should obtain prejudgment interest on the interest it billed (“default”, “note rate”, or both) and on the late charges, legal fees, statement fees, and additional expenses, Plaintiff fails to provide the legal authority for obtaining prejudgment interest on such items. Therefore, the Court RESERVES RULING on the amount of damages and prejudgment interest that should be awarded. By no later than July 16, 2025, Plaintiff shall file supplemental briefing to address the following questions:

- 1) What is the “note rate” interest and “default” interest and what supports Plaintiff’s entitlement to such interest, including whether it is based on specific provisions of the loan agreement, guarantee agreement, or a statute?
- 2) What is the basis for obtaining: (a) late charges, (b) legal fees, (c) statement fees, and (d) additional expenses, including whether it is based on specific provisions in the loan agreement, the guarantee agreement, or some other document?
- 3) What monetary amount does Plaintiff contend the statutory rate of prejudgment should be calculated from and when does Plaintiff contend that prejudgment interest started to accrue?
- 4) To the extent Plaintiff argues that it should obtain prejudgment interest on the interest it billed (“default”, “note rate”, or both) and/or on the late charges, legal fees, statement fees, and additional expenses billed, on what the legal authority does Plaintiff rely for obtaining prejudgment interest on such items.

Moreover, Plaintiff asserts that it is entitled to attorney’s fees but does not request a specific amount in its motion for default judgment. In its supplemental briefing, Plaintiff shall clarify whether it will seek to recover its attorney’s fees incurred, and if so, by when.

CONCLUSION

For the reasons, the Court RECOMMENDS that default judgment be entered against Miller but RESERVES RULING on the amount of damages and prejudgment interest that should be awarded. Plaintiff shall provide the supplemental briefing described above by no later than July 16, 2025.

IT IS SO ORDERED.

Dated: July 2, 2025

[signed]
SALLIE KIM
United States Magistrate Judge
Publish: 09/03, 09/10, 09/17, 09/24/25

• CONTINUED PUBLICATIONS •

STATE OF WYOMING IN THE DISTRICT COURT
COUNTY OF TETON 9TH JUDICIAL DISTRICT

IN THE MATTER OF THE CHANGE OF NAME OF:

David Lincoln Howk,
Petitioner.

Civil Action Case No. 2025-CV-0019366

NOTICE OF PUBLICATION

You are hereby notified that a Petition For Change of Name, Civil Action No. 2025-CV-0019366 has been filed on behalf of David Lincoln Howk in the Wyoming District Court for the 9th Judicial District, whose address is 180 S King Street, Jackson, WY 83001, the object and prayer of which is to change the name of the above-named person from David Lincoln Howk to Sage Lincoln Howk.

Any objection must be filed with the Disrtict Court within 30 days following the last date of publication of this notice, or an Order Granting Name Change may be granted without further notice.

DATED this 21st day of August, 202025.

BY CLERK OF COURT:
[Signed]
Clerk of District Court / Deputy
Publish: 08/27, 09/03, 09/10, 09/17/25

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

RIC (SAN LEANDRO) LLC,

Plaintiff,

v.

BRUCE DOUGLAS MILLER,

Defendant.

Case No. 23-cv-01501-JST (SK)

AMENDED REPORT AND RECOMMENDATION REGARDING MOTION FOR DEFAULT JUDGMENT

Regarding Docket No. 63

This matter was referred to the undersigned for a report and recommendation on the motion for default judgment filed by Plaintiff RIC (San Leandro) LLC (“Plaintiff”) against Defendant Bruce Douglas Miller (“Miller”). The undersigned had reserved ruling on the amount of damages and prejudgment interest that should be awarded, pending further briefing from Plaintiff. Upon consideration of Plaintiff’s supplemental briefing, the undersigned RECOMMENDS AWARDDING Plaintiff damages in the amount of \$29,426,570.60, pre-fore-

closure interest in the amount of \$8,758,951.02, and post-foreclosure interest in the amount of \$4,079,408.80, for a total of \$42,264,930.42.

Plaintiff shall serve a copy of this Report and Recommendation on Miller and file a proof of such service by no later than August 22, 2025. A party may serve and file specific written objections to this recommendation within fourteen days after being served with a copy. See 28 U.S.C. § 636(b)(1)(C); Fed. R. Civ. P. 72(b); Civil L.R. 72-3.

IT IS SO ORDERED.

Dated: August 13, 2025

[signed]
SALLIE KIM
United States Magistrate Judge
Publish: 08/27, 09/03, 09/10, 09/17/25

PUBLIC NOTICE

Melanie Pyle hereby gives notice that she has filed a petition seeking appointment as the wrongful death representative of the wrongful death estate of Florence McCall in the Ninth Judicial District Court in and for Teton County, Wyoming. The action is titled In the Matter of the Wrongful Death of Florence McCall and has been assigned Civil Action Number 2025-CV-0019364. Any person claiming to qualify as a wrongful death representative under Wyoming Statute 1-38-104(a) may intervene as a matter of right pursuant to Wyoming Statute 1-38-103(b).
Publish: 08/27, 09/03, 09/10/25

TO: Patrick McCann or any potential unknown fathers, address unknown

In the Probate Court of Lee County, Alabama
Case Number: 2025-447
In the Matter of the Adoption Petition of Matthew Frederick Schultenover

Please take notice that a Petition for Adoption was filed in the Probate Court of Lee County, Alabama, by Matthew Frederick Schultenover on July 21, 2025, for the adoption of J.L.P., born on March 24, 2020, in Opelika, Alabama, to Madison Scott Parker.

A hearing has been set in the Lee County Probate Court, Opelika, Alabama. Should you intend to contest this adoption, you must file a written response with the attorney for the Petitioner, Hon. Jennifer M. Chambliss, 709 Avenue A, Opelika, AL 36801, and with the Probate Court of Lee County, Alabama, P.O. Box 2266, Opelika, AL 36803, as soon as possible but no later than 30 (30) days from the last day this notice is published.

Dated on this 8th day of August, 2025.

Honorable Jere Colley
Judge of Probate, Lee County Alabama
Publish: 08/20, 08/27, 09/03, 09/10/25

LEGAL NOTICE NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that, Adam Mccool intends to apply for a permit for a Boundary Adjustment between Lot 6 and 7 of Big Mountain Ranch Subdivision and a tract of land, in Teton County. A public hearing for said permit will occur at a regular meeting of the Teton County Commissioners at the Teton County Administration Building. Please contact the Planning Office at 733-3959 for the scheduled meeting date. The proposed Boundary Adjustment is between Lots 6 & 7 of the Big Mountain Ranch Subdivision, Plat No. 00262 and a tract of land described in Warranty Deeds 1099969 and 1069032, and is located in NW ¼ NW ¼ of Section 12 and SW ¼ SW ¼ Section 12 Township 41 North, Range 117 West, the street addresses are 3800 and 3820 W Pony Drive. The name of the subdivision will be Big Mountain Ranch Subdivision 2nd Filing.
Publish: 08/13, 08/20, 08/27, 09/03/25

TATUM MENTZER

TETON REGION
MARKETING EXPERT





LET’S WORK
Together!

Jackson Hole News&Guide

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