

Jackson Hole News&Guide

Public

NOTICES

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.

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

SEPTEMBER 17, 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, February 3, 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: 09/17/25

• OFFICIAL PROCEEDINGS •

MONTHLY JOINT MEETING
BOARD OF COUNTY COMMISSIONERS AND JACKSON TOWN COUNCIL
AUGUST 4, 2025 JACKSON, WYOMING
The Teton County Board of County Commissioners and the Jackson Town Council met in a regular joint meeting (JM) at 1:33 p.m. in the County Commissioner's Chambers located at 200 S. Willow St. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:
COUNTY COMMISSIONERS: Mark Newcomb, Chair, Wes Gardner, Vice-Chair, Natalia Macker, Luther Propst, and Len Carlman.
TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Kevin Regan, Alyson Spery, and Devon Viehman.
STAFF: Tyler Sinclair, Mike Moyer, Brian Coe, Keith Ginery, Lea Colasuonno, Brian Schilling, and Rose Robertson.
Public Comment. Public comment was given by Aaron Pruzan.
Consent Calendar.
A. Correct START Board Appointment Motion. To correct a term of office for a recently appointed START Board Member.
B. Meeting Minutes. To approve the meeting minutes for the July 7, 2025 regular joint meeting as presented.
On behalf of the County, a motion was made by Commissioner Macker and seconded by Commissioner Gardner to approve the consent calendar as presented. Chair Newcomb called for the vote. The vote showed all in favor and the motion carried for the County.
On behalf of the Town, a motion was made by Councilmember Schechter and seconded by Councilmember Spery to approve the consent calendar as presented. Mayor Jorgensen called for the vote. The vote showed all in favor and the motion carried for the Town.
Matters for Discussion
A. 2025 Jackson Hole Fire/EMS Joint Powers Funding Assessment Report.
Jodie Pond gave staff comment. Presenter Chris Truty gave comment. Chief Mike Moyer gave staff comment. Commission and Council held discussion with staff. Lea Colasuonno gave staff comment. Tyler Sinclair gave staff comment. There was no public comment.
No action was required at this time.
The meeting recessed at 2:27 p.m. and reconvened at 2:33 p.m.
B. E-Bike Use & Survey Workshop.
Brian Schilling gave staff comment. Presenters Alex Norton, Jim Rooks, and Katherine Dowson gave comment. Commission and Council held discussion with staff and presenters. There was no public comment. Commission and Council held discussion.
Commissioner Macker exited at 2:55 p.m.
On behalf of the County, a motion was made by Commissioner Propst and seconded by Commissioner Carlman to direct staff to bring forth a budget amendment in the amount of \$47,000 to be added to the Pathways department for Bike Safety.
Lea Colasuonno commented regarding the amount of the budget amendment split as \$25,380 for the County and \$21,620 for the Town of Jackson.
Commissioner Carlman proposed a friendly amendment to change to the amount for the Couty to \$25,380 for the budget amendment split.
Commissioner Propst, as the motion maker, accepted the friendly amendment.
The new motion reads, I move to direct staff to bring forth a budget amendment in the amount of \$25,380 to be added to the Pathways department for Bike Safety.
Chair Newcomb called for the vote. The vote showed all in favor and the motion carried for the County.
On behalf of the Town, a motion was made by Councilmember Spery and seconded by Councilmember Viehman to direct staff to bring forth a budget amendment in the amount of \$21,620 to be added to the Pathways department for Bike Safety. Mayor Jorgensen called for the vote. The vote showed all in favor and the motion carried for the Town.
C. Lodging Tax Ballot Question
Tyler Sinclair gave staff comment. Commission and Council held discussion with staff. Lea Colasuonno gave staff comment. There was no public comment. Commission and Council held discussion.
Jonathan Schechter exited at 4:29 p.m.

Commission and Council held discussion.
No action was required at this time.
Matters From Commissioners, Council and Staff. There was no discussion.
Adjourn
On behalf of the County, a motion was made by Commissioner Carlman and seconded by Commissioner Propst to adjourn. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried for the County.
On behalf of the Town, a motion was made by Councilmember Spery and seconded by Councilmember Viehman to adjourn. Mayor Jorgensen called for a vote. The vote showed all in favor and the motion carried for the Town 4-0, with Councilmember Schechter absent.
The meeting adjourned at 4:35 p.m.
TETON COUNTY BOARD OF COUNTY COMMISSIONERS
/s/ Mark Newcomb, Chair
ATTEST: /s/ Maureen E. Murphy, County Clerk
TOWN OF JACKSON
Arne Jorgensen, Mayor
ATTEST: Riley Hovorka, Town Clerk
Publish: 09/17/25

TETON COUNTY

DIVISION OFFICES

• REQUEST FOR BIDS •

Public Notice – Request for Bids

NOTICE IS HEREBY GIVEN that Teton County Parks and Recreation is requesting proposals from qualified aquatic equipment suppliers for aquatics facility mechanical equipment. Product list available on Public Purchase at <https://www.publicpurchase.com/gems/bid/bidView?bidId=204948>

Requests for Bid packages are available by contacting Max Moran at mmoran@tetoncountywy.gov Or at the [publicpurchase.com](https://www.publicpurchase.com)
Proposals must be received on or before October 1st, 2025 at 5:00PM MDT
Publish: 09/17, 09/24/25

Teton County/Jackson Parks and Recreation Department

FORMAL REQUEST FOR BID

The Teton County/Jackson Parks and Recreation Department is accepting bids for the Fiscal Year 2026 to Fiscal Year 2028 Holiday Lighting Project in the Town Square. The work shall consist of hanging string lights on the four antler archways and the mature spruce trees located in the Town Square. The holiday lighting shall be installed in the fall but no later than 5 days prior to Thanksgiving 2025 and removed April 15th, 2026 or as designated by the Town of Jackson.

The anticipated service period covered by this bid is November 1, 2025 through October 31, 2028.

Bids shall be submitted via Public Purchase website as noted in the bid documents. Separate sealed BIDS may also be received by the Teton County/Jackson parks and Recreation Department Parks Division at 400 W Snowking Avenue, PO Box 811, Jackson WY 83001, until 3:00 P.M. (Local Time), Wednesday, October 1, 2025.

The CONTRACT and BID DOCUMENTS may be examined and/or obtained at the following location:

Public Purchase Website Bid #PRK-TSL FY26; Bid ID: 204968
<https://www.publicpurchase.com/gems/bid/bidView?bidId=163645>

Teton County/Jackson Recreation Center
400 W Snowking Avenue
Jackson, WY 83001

For information concerning the project, please contact: Andy Erskine at 732-5793 or aerskine@tetoncountywy.gov
Publish: 09/17, 09/24/25

• PUBLIC NOTICE •

The Teton County Weed & Pest District Regular Monthly Board Meeting will be at noon on Tuesday, September 23 at the District Office: 7575 South Highway 89. The public is welcome. Questions please call 733-8419.
Publish: 09/17/25

TOWN OF JACKSON NOTICES

• CONTINUED PUBLICATIONS •

Bid Request for Bid 26-05

Notice is hereby given that the Town of Jackson, Wyoming will receive bids up to, but not later than Thursday, September 18,

2025 at 3:00pm MST for a half ton police 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: 09/10, 09/17/25

GENERAL PUBLIC NOTICES

• NAME CHANGE •

FILED
2025-CV-0019379
09/11/2025
Clerk of District Court
Filed By: Britnee Nelson

STATE OF WYOMING)
COUNTY OF TETON) ss. IN THE DISTRICT COURT
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE) Civil Action Case No. _____
CHANGE OF NAME OF)
Gail Annette Wells)
Petitioner)

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. _____, has been filed on behalf of (current full name) Gail Annette Wells in the Wyoming District Court for the Ninth Judicial District, whose address is (address of District Court) 180 S. King Street, Jackson, WY 83001, the object and prayer of which is to change the name of the above-named person from Gail Annette Wells to Gail Annette Pier.

(current full name) (desired full name)

Any objection must be filed with the District 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 ____ day of _____, 20____.



ISSUED

09/11/2025
2025-CV-0019379
Clerk of District Court:
Issued By: Britnee Nelson

BY CLERK OF COURT:

Clerk of District Court / Deputy

Publish: 09/17, 09/24, 10/01, 10/08/25

• CIVIL ACTIONS •

Electronically FILED by
Superior Court of California,
County of Los Angeles
06/20/25 1:01 PM
David W. Slayton,
Executive Officer/Clerk Court,
By P. Diaz, Deputy Clark

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
WALTER G. HERNDON, JR., individually and as trustee of the Ana D. Saravia and Walter G. Herndon, Jr. Living Trust

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
ANA D. SARAVIA, individually and as trustee of the Ana D. Saravia and Walter G. Herdon, Jr. Living Trust

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.

• Public Notices •

• PUBLIC NOTICE •

LEGAL NOTICE

Pursuant to W.S. §4-10-507:

1. Lois Kay Benson died on the 5th day of June 2025, a resident of Teton County, WY.
2. The Decedent created the Benson Living Trust dated October 4, 1999.
3. Brett Selmer is Successor Trustee of said trust.
4. The Successor Trustee of said trust hereby publishes notice of her intent to distribute the assets of the Settlor as permitted under the terms of the trust.
5. Creditors have 120 days from the first publication of this notice to contact the trust or make claims against the assets of the trust. Claims should be addressed to the Trustees of the Benson Living Trust dated October 4, 1999, in care of Cook and Associates, P.C., P.O. Box 1345, Laramie, WY 82073. Creditor claims not filed within 120 days of the first publication are forever prohibited.

DATED this 10th day of September 2025.

Attorney for the Trust:
Cook & Associates, P.C.
P.O. Box 1345
Laramie, WY 82073-1345
307-745-7320
Publish: 09/17, 09/24/25

OFFICIAL ELECTORAL BALLOT

FOR THE NOMINATION OF THREE (3) BOARD OF DIRECTOR MEMBERS

FOR THE FLAT CREEK WATERSHED IMPROVEMENT DISTRICT

Election Day: November 4, 2025

Polling Location: Teton Conservation District, 420 W. Pearl Ave., Jackson, WY

Mail-In Ballots: Mail-in ballots must be received by mail by 5:00 p.m. on November 4, 2025.

Instructions: The qualified elector shall indicate their vote by placing a cross [x] opposite their selection.

Special District Director: The election is for three Directors: all shall serve four-year terms that expire in November 2029.

VOTE FOR NOT MORE THAN THREE (3) DIRECTORS TO SERVE FOUR-YEAR TERMS:
[☐] TREVOR COBB
[☐] CHARLES REDDING
[☐] JOHNNY ZIEM
[☐] _____ (Write-in)
[☐] _____ (Write-in)

Once you have voted:

FOLD your ballot and PLACE your ballot in the return envelope. SEAL the return envelope, then COMPLETE the affidavit portion on the back of the return envelope by filling in your address, your signature, and date. PLACE sufficient postage on the envelope and RETURN your voted ballot to: TETON CONSERVATION DISTRICT, PO BOX 1070, JACKSON, WY 83001.

To make certain your ballot is counted:
DO NOT over-vote (do not vote for more than the appropriate number of directors for each term).
DO NOT forget to sign and date the affidavit on the back of the return envelope.
DO NOT forget to put postage on the envelope.
DO NOT forget to mail your ballot in time for it to be received by Teton Conservation District by 5:00 p.m. on November 4, 2025.

You may also hand-deliver your ballot to the Teton Conservation District office located at 420 W. Pearl Ave., Jackson, Wyoming any time before 5:00 p.m. on November 4, 2025. The Conservation District office will also act as the Election Day polling site from 9:00 a.m. to 5:00 p.m. on November 4, 2025. Please contact Teton Conservation District at (307) 733-2110 or info@tetonconservation.org if you have questions.

WARNING: THE CRIMINAL LAWS REGULATING THE CONDUCT OF ELECTIONS CONTAINED IN CHAPTER 26 OF THE WYOMING ELECTION CODE OF 1973, AS AMENDED, APPLY WITH EQUAL FORCE TO ELECTIONS CONDUCTED BY MAIL. WYOMING STATUTES §22-29-116(a)(iv)
Publish: 09/17/25

NOTICE OF APPLICATION AND PUBLIC MEETING OR HEARING
APPLICATION FOR PUBLIC TRUST COMPANY CHARTER - JTC WYOMING TRUST COMPANY LIMITED

TAKE NOTICE that the State of Wyoming, Department of Audit, Division of Banking accepted for filing the Application For Charter To Operate A State Trust Company to be known as JTC Wyoming Trust Company Limited on August 29, 2025. The Wyoming State Banking Board has set a public meeting or hearing regarding the Application on Monday, November 10, 2025 at 1:30 p.m., Mountain Standard Time, to be held virtually via video conference. The legal authority and jurisdiction under which the meeting or hearing is to be held is Wyoming Statute Sections 13-1-101 et. seq., 13-2-207, 13-5-504, and if applicable 13-2-209, and Chapter 3 of the Rules and Regulations of the State Banking Board, under the jurisdiction of the State of Wyoming. The street address of the location of the principal place of business of the proposed institution is 170 E. Broadway, Suite 100C, Jackson WY 83001. The name of the proposed owner is TC3 Group Holding LLC, a Delaware limited liability company. The name of the proposed Organizer is Matt Tobin.

The names of the initial proposed Board of Managers are Pierce McDowell III, James Paladino, Matt Tobin, Matt Honan, and Thomas M. Cota. The nature of the activities to be conducted by the proposed institution is to operate a State Chartered Public Trust Company and to carry on general trust business in Teton County, Wyoming. The date by which persons must file a motion with the State Banking Commissioner to be added as a party to the meeting or hearing is October 27, 2025. Any person wishing to submit written comments on the application to the State Banking Commissioner must do so by no later than October 31, 2025.
Publish: 09/17, 09/24, 10/01/25

LEGAL NOTICE

Online Auction for the Sale of Surplus Property

The Town of Jackson will be accepting bids on seventy (70) custom-designed decorative metal trash can holders. Bidding starts at 10:00 am MST on September 17, 2025 and ends at 4:00 pm MST on October 1, 2025. All items are listed with pictures along with descriptions and can be viewed on AuctionsInternational.com/auction/town-of-jackson-wy-44147. Only online bids at this website will be accepted. All bidders must register with Auctions International to bid, using promo code JACKSON to waive the \$10 registration fee. Bidders are subject to all payment and pick-up terms as detailed with the Auctions International website. All items are sold as is, where is. There are no warranties expressed or implied including but not limited to warranty for fitness for a particular purpose or merchantability. Interested bidders are encouraged to inspect before placing bids. The Town of Jackson reserves the right to reject any and all bids.
Publish: 09/17, 09/24/25

NOTICE OF HEARING
RELATING TO WATER RIGHTS
Docket No. IV-2022-4-2

IN THE MATTER OF the amended petition filed by High Hoback Ranch, LLC, before the Wyoming State Board of Control, seeking to affect a portion of the following appropriations of irrigation water in Teton County Wyoming:

- Change of Point of diversion and means of conveyance of a portion of the Steven B. Gabrielson and Mary L. Gabrielson Living Trust Appropriation, Permit No. 31843, adjudicated under Proof No. 38236, and of record in Order Record 54, page 315; Certificate Record 82, page 312, diverting from Hoback River, Tributary Snake River, through the Gabrielson Pipeline, for irrigation use, with a priority of March 31, 1997, to be changed to the Massie Irrigation System.
- Voluntary Abandonment of a portion of the High Hoback Ranch, LLC Appropriation, Permit No. 33281, adjudicated under Proof No. 44678 and of record in Order Record 108, page 44; Certificate Record 99, page 78, diverting from the Hoback River, tributary Snake River, through the Massie Irrigation System, for irrigation and stock use, with a priority of February 14, 2003.

If successful, this petition will Change the Point of Diversion and Means of Conveyance of the above listed appropriation from the record point of diversion to a new pump point approximately ¼ mile away. This petition would further abandon a portion of lands that are not currently being diverted and beneficially used and are further supplied by a well. Said petition and map are on file with accompanying sub-missions at the central office of the State Board of Control in Cheyenne (307-777-5012), with a partial set of copies available for review at the Cokeville location of the State Engineer's Office (307-279-3441). Questions about the reasons for which this petition has been filed may be addressed to the petitioner's agent Taylor R. Cook with Nelson Engineering, (307-733-2087). Said petition has been referred to the undersigned for a contested case hearing as provided by Wyoming Statute § 41-3-114, and the Wyoming Administrative Procedure Act (Wyoming Statutes §§ 16-3-101 through -115), and the Regulations and Instructions of the State Board of Control and the State Engineer.

NOW, THEREFORE, Superintendent Payne will conduct a scheduling hearing on October 7, 2025, beginning at 1:00 PM, at the State Engineer's Office, 115 Park Street, Cokeville, WY, for the purpose of taking appearances in this matter. Any party owning an appropriation of water which may be affected by the granting of said petition or any other interested person or entity who wishes to object or otherwise enter an appearance in this matter must appear at the scheduling hearing and make his or her objection or interest in this matter known. Failure of any interested person or entity to appear at this scheduling hearing will foreclose any future opportunity to object or appear in this matter. If any party enters an appearance in this matter at the scheduling hearing, thus lodging an objection to the above-described petition, the hearing officer shall proceed with scheduling and conducting an evidentiary contested case hearing in accordance with the Wyoming Administrative Procedure Act.

Any person desiring to appear at the scheduling hearing may appear in person or may appear remotely by dialing 1-877-875-6073 at the scheduled time. Appearance or representation of parties shall be in accordance with Chapter 6, Section 6 of the State Board of Control's Regulations and Instructions. Any party may choose to be represented by an attorney but is not required to have attorney representation. Anyone requiring auxiliary aids for disabilities should contact the Cokeville office in advance to arrange accommodation.

Dated this 3th day of September, 2025.
Signed: Kevin Payne, Hearing Officer
Water Division IV Superintendent
Wyoming State Board of Control
115 Park Street, PO Box 277
Cokeville, WY 83114
(307) 279-3441
Kevin.payne@wyo.gov
Publish: 09/17, 09/24/25

lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

CASE NUMBER:
(Número del Caso):
25VECV03415

The name and address of the court is:
(El nombre y dirección de la corte es):
Northwest District - Van Nuys East Courthouse 6230 Sylmar Ave., Van Nuys, CA 91401

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Richard T. Miller, Esq. (Bar No.:155522) | Law Offices of
Richard T. Miller 7120 Hayvenhurst Ave., Ste. 108, Van Nuys, CA 91406

DATE (Fecha): 06/20/2025
Clerk, by (Secretario) P. Diaz, Deputy (Adjunto)
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served
1. X as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under:
 CCP 416.10 (corporation)
 CCP 416.20 (defunct corporation)
 CCP 416.40 (association or partnership) other (specify):

 CCP 416.60 (minor)
 CCP 416.70 (conservatee)
 CCP 416.90 (authorized person)

4. by personal delivery on (date):
Publish: 09/17, 09/24, 10/01, 10/08/25

• ABANDONED VEHICLE AUCTIONS •

2004 Volkswagen Jetta
Vin # 3VWSK69M64M130246
Amount Owed \$6223.20

2010 Dodge Avenger
Vin # 1B3CC5FV3AN116514
Amount Owed \$7017.20

Drift Boat
Vin # XEP04835D292
Amount Owed \$7590.00

2007 Audi A4
Vin # WAUAF78E87A206793
Amount Owed \$7250.00

2009 Chevrolet Malibu
Vin # 1G1ZK57B39F230852
Amount Owed \$6418.00

2013 Ford F-150
Vin # 1FTFX1ET1DFA22039
Amount Owed \$7316.00

Sale Date: September 26th, 2025

Please contact Shiela @ 307-733-8697
With any questions.
Publish: 09/17, 09/24/25

• Public Notices •

• CONTINUED PUBLICATIONS •

The Jackson Hole Airport Board is seeking proposals for one operator to manage and operate two Airport concession locations: 1) a food and beverage and retail concept located post-security adjacent to the passenger waiting area, and 2) a grab-and-go market with coffee located pre-security in the baggage claim area. Proposals will be due November 5, 2025, prior to 3:00 pm. Operator selection is anticipated in December 2025 with selected operator required to be open for business on April 1, 2026. Interested parties are requested to register with the Airport to receive the RFP. The contact for this solicitation is Anna Valsing, Chief of Staff at anna.valsing@jhairport.org.

The Jackson Hole Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award. The successful operator will be required to comply with all EEO, federal, state, and local laws and regulations.

Publish: 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)

REPORT AND RECOMMENDATION REGARING 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. 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

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 AWARDED Plaintiff damages in the amount of \$29,426,570.60, pre-foreclosure 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

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