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J & A Pallet Accessory, Inc., Omar Sosa and Sonia E.
6 Sanchez-Sosa

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF RIVERSIDE

11
12 MONTHES PALLETS, INC.

13 Plaintiff,

14 vs.

15 J & A PALLET ACCESSORY, INC.,
OMAR SOSA, an Individual;
16 SONIA E. SANCHEZ-SOSA, an Individual;
and DOES 1-20, inclusive,

17 Defendants.
18
19

Case No. RIC1902552
Judge: Honorable Jackson Lucky

**DEFENDANTS' MANDATORY
SETTLEMENT CONFERENCE
STATEMENT**

Hearing:
Date: Mar. 2, 2021
Time: 10:30 a.m.
Dept.: 12

Complaint Filed: April 22, 2019
Jury Trial Date: April 2, 2021

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1 **MANDATORY SETTLEMENT CONFERENCE BRIEF**

2 **I. INTRODUCTION**

3 Defendant J & A Pallet Accessory, Inc. (“J&A”) is a supply management company
4 specializing in repairing and recycling broken wood pallets that are collected from its network of
5 retail customers, including Target, State Bros., Home Depot, among others. These retailers sell
6 their broken pallets to the highest and best bidders in a sealed or secret bidding process. Plaintiff
7 Monthes Pallets, Inc. (“Monthes”) is a recycler and wholesaler; it competes for the same retailer
8 contracts as J&A, but it also negotiates discounts to buy recycled pallets from J&A in order to
9 resell them at marked-up prices. For six years, Monthes purchased recycled pallets from J&A—
10 always paying in advance to lock in a discount wholesaler’s price—and would receive the pallets
11 from J&A as they became available. But, in April 2019, only 2 ½ weeks after receiving 4,664
12 pallets, Monthes decided to end the relationship and stick to recycling pallets on its own. Yet,
13 rather than ask J&A for a refund on unfilled orders, Monthes sued for fraud and used this lawsuit
14 to conduct discovery into J&A’s pricing, profit margins, costs, and other data used to submit
15 offers in the competitive sealed bidding process.

16 The Complaint alleges that J&A “breached” the contract and fraudulently took money
17 with no intent on providing pallets. The Complaint paints a picture of J&A receiving large
18 checks and providing virtually no pallets. However, the order receipts clearly prove this to be
19 false. J&A was delivering pallets to Monthes every month for six years, until this lawsuit was
20 filed in April 2019. This lawsuit has nothing to do with a “breach” and everything to do with
21 Monthes desire to muscle its way into the business and outbid J&A on contracts. Monthes’
22 attorney doesn’t even hide his true intentions: he directly asked J&A at deposition “what are your
23 profit margins” and served a subpoena on J&A’s accountant for financial and proprietary records
24 that have nothing to do with the litigation. From day one, Monthes has ignored every single
25 settlement gesture, including offers for mediation. Monthes even ignored paragraph G5 of the
26 trial orders for Dept. 10 that require plaintiffs to issue a settlement demand 24 days before the
27 MSC hearing. That’s telling.

1 **II. STATEMENT OF FACTS**

2 **A. For 6 Years, J&A Provided “Recycled” Pallets As They Became Available**

3 J&A has been in business for 15 years and, in that time, has developed an extensive
 4 network of retail customers from which it purchases broken pallets that it can repair and resell. It
 5 is a time-intensive process with minimal predictability, as there are many occasions where J&A
 6 picks up a truckload of pallets from a retailer only to find it must discard 90% of those pallets as
 7 unrepairable. Monthes was a customer of J&A from 2013 to April 2019. Monthes negotiated a
 8 discount rate¹ on recycled pallets in exchange for paying early. It understood the supply
 9 constraints and was willing to wait for “recycled” pallets to be available rather than pay a higher
 10 price to purchase new. A customer looking for *new* pallets can purchase them like goods off a
 11 shelf because there is always a consistent supply of raw material used to make *new* pallets. But,
 12 availability of “recycled” pallets is dictated by the supply of broken pallets in the market, which
 13 varies. Monthes knew that J&A would provide pallets *as they became available*. During the 6-
 14 year relationship, J&A typically provided pallets within 30-120 days of payment, though some
 15 checks took longer, depending on business conditions at the time. But, not a month went by
 16 where J&A didn’t provide thousands of pallets to Monthes.

17 **B. 66,528 Pallets Delivered From January-April 2019 Alone**

18 Monthes paints the false narrative that pallet pickups/deliveries dropped off in the final
 19 months of its relationship with J&A. It claims J&A lost a contract with Kroger that prevented
 20 J&A from fulfilling its pallet orders to Monthes. Not true. The Kroger contract terminated in
 21 October 2018 (Exhibit “B”), well before Monthes ended its relationship with J&A. *Monthes*
 22 *falsely claims in sworn discovery responses that J&A provided less than 1,000 pallets in the*
 23 *final months of their relationship: from January-April 2019. (Exhibit “C.”) Again, not true.*

24 Order receipts *signed by Monthes* prove they picked up 66,528 pallets during that time frame:

Quantity	Pick-up Dates	Exhibit No.	Quantity	Pick-up Dates	Exhibit No.
3,520	1/8, 1/9, 1/10	MP276-MP282	1,408	3/15, 3/20	MP331-MP334

27 ¹ *Monthes falsely claims in sworn discovery responses that the agreed-upon price per pallet was \$3.50.* There is no
 28 evidence that J&A agreed to sell pallets for that price (they would lose money at that rate). The order receipts and
 checks clearly reflect a price of \$4.50. (Exhibit “A.”) If the correct rate of \$4.50 is applied, the \$295,306-figure on
 Monthes’ accounting spreadsheet is reduced by \$55,858 to \$239,448.

1	3,520	1/11, 1/14, 1/15, 1/16, 1/17	MP269-MP275	1,408	3/26, 3/27	MP335-MP338
	3,520	12/18, 12/28, 1/2	MP283-MP289	2,112	3/13.	MP339-MP343
2	3,520	1/24, 1/28, 1/29	MP290-MP296	3,520	3/15, 3/16, 3/28, 3/29	MP344-MP350
	3,520	1/17, 1/18, 1/21, 1/23	MP263-MP268	2,112	3/18, 3/19	MP351-MP355
3	3,520	1/30, 1/31, 2/1, 2/4	MP297-MP303	2,112	3/20, 3/21	MP356-MP360
	3,520	2/6, 2/7	MP311-MP317	4,224	3/21, 3/22, 3/25	MP361-MP368
4	3,520	2/8, 2/11, 2/14, 2/18	MP304-MP310	2,816	3/25 & 3/26	MP369-MP374
	2,816	2/19, 2/20, 2/22, 2/27	MP51-MP56	2,816	3/28 & 3/29	MP382-MP387
5	3,080	2/11, 2/12, 2/13, 2/14, 2/15	MP318-MP324	3,256	4/1 & 4/2	MP375-MP381
	2,464	2/18, 2/22, 2/25, 3/1	MP61-MP66	1,408	4/3	MP388-MP391
6	2,816	1/25, 1/30, 2/7, 2/12	MP325-MP330	66,528	4/22 - Lawsuit filed	

C. 241,561 Pallets Delivered From August 2018 to April 2019

Monthes falsely claims in sworn discovery responses that J&A “provided only 30,624” pallets from August 2018 to April 2019. (Exhibit “B.”) Order receipts signed by Monthes prove they picked up 241,561 pallets—nearly 8x the amount that Monthes admitted to.

Check Date	Check #	Amount	Pallets	Check Date	Check #	Amount	Pallets
8/2/2018	25395	\$15,840.00	3,520	11/8/2018	25927	\$14,960.00	3,520
8/6/2018	25422	\$147,840.00	25,344	11/15/2018	25938	\$14,960.00	3,520
8/14/2018	25453	\$13,860.00	3,080	11/15/2018	25951	\$15,840.00	3,520
8/20/2018	25505	\$15,840.00	3,520	11/22/2018	25972	\$15,840.00	3,520
8/22/2018	25511	\$13,860.00	3,080	11/22/2018	25978	\$15,840.00	3,520
8/24/2019	25518	\$15,840.00	3,520	11/29/2018	26006	\$13,860.00	3,080
8/28/2018	25529	\$13,860.00	3,080	11/29/2018	25980	\$15,840.00	3,520
8/30/2018	25537	\$15,840.00	3,520	12/4/2018	26007	\$15,840.00	3,520
8/31/2018	25548	\$13,860.00	3,080	12/8/2018	26047	\$15,840.00	3,520
9/5/2018	25566	\$13,860.00	3,080	12/12/2018	26048	\$15,840.00	3,520
9/5/2018	25569	\$14,960.00	3,520	12/11/2018	26086	\$15,840.00	3,520
9/5/2018	25571	\$14,960.00	3,520	12/12/2018	26095	\$15,840.00	3,520
9/11/2018	1104311527	\$29,920.00	7,040	12/19/2018	26125	\$15,840.00	3,520
9/17/2018	25620	\$13,090.00	3,080	12/19/2018	26087	\$15,840.00	3,520
9/18/2018	25621	\$14,960.00	3,520	12/21/2018	26127	\$15,840.00	3,520
9/18/2018	25616	\$20,000.00	4,444	12/24/2018	26154	\$14,960.00	3,520
9/19/2018	25622	\$14,960.00	3,520	12/28/2018	26155	\$14,960.00	3,520
8/20/2018	25615	\$20,000.00	4,445	1/4/2019	26186	\$14,960.00	2,816
9/24/2018	25678	\$14,960.00	3,520	1/8/2019	26190	\$13,090.00	3,080
9/26/2018	25679	\$14,960.00	3,520	1/15/2019	26254	\$13,860.00	2,464
9/27/2018	25707	\$14,960.00	3,520	1/24/2019	26312	\$15,488.00	2,816
10/2/2018	25706	\$14,960.00	3,520	1/30/2019	26352	\$7,744.00	1,408
10/4/2018	25710	\$14,960.00	3,520	2/12/2019	26425	\$7,744.00	1,408
10/5/2018	25733	\$13,090.00	3,080	3/12/2019	26591	\$9,504.00	2,112
10/9/2018	25734	\$14,960.00	3,520	3/13/2019	26597	\$17,248.00	3,520
10/11/2018	25735	\$14,960.00	3,520	3/15/2019	26599	\$9,504.00	2,112
10/12/2018	25767	\$14,960.00	3,520	3/19/2019	26608	\$9,504.00	2,112
10/16/2018	25768	\$14,960.00	3,520	3/20/2019	26615	\$19,008.00	4,224
10/18/2018	25817	\$14,960.00	3,520	3/22/2019	26630	\$12,672.00	2,816
10/24/2018	25818	\$14,960.00	3,520	3/25/2019	26644	\$12,672.00	2,816
10/26/2018	25845	\$14,960.00	3,520	3/27/2019	26647	\$14,652.00	3,256*
10/31/2018	25846	\$14,960.00	3,520	3/29/2019	26670	\$6,336.00	1,408*
11/2/2018	25884	\$14,960.00	3,520	*Pallets picked up in April 2019		241,561	
11/7/2018	25885	\$14,960.00	3,520				

1 **D. Monthes Filed Lawsuit 2 ½ Weeks After Its Last Pallet Pickup**

2 Monthes was picking up pallets literally 2 ½ weeks before this lawsuit was filed.²
3 Monthes attempts to defend its haste in filing this lawsuit by alleging its drivers were “verbally”
4 told on April 4, 2019 that J&A would stop delivering pallets to Monthes unless more money was
5 paid.³ Never, in six years, has J&A discussed money matters with Monthes’ drivers. A typical
6 lawyer faced with allegations of a “verbal” anticipatory breach would confirm that in writing first,
7 not file suit and ask questions later.

8 **III. LEGAL ANALYSIS**

9 **A. The 1st Cause of Action for Breach of Contract**

10 **1. J&A Did Not Breach the Contract**

11 In deposition, Monthes’ CEO—*who routinely verified sworn discovery responses that*
12 *were false*—testified that the “agreement” required J&A to provide 4 loads of pallets every day, 6
13 days a week. None of that is in writing and history shows that never occurred. There is not one
14 month where pallets were provided at 4 loads per day, 6 days a week, in all of six years. Pallets
15 were always provided as they became available; some weeks had as much as 20 loads while other
16 weeks had as little as 0 loads. If there was an expectation of 4 loads per day, 6 days a week, that
17 was modified by the parties’ 6-year course of dealing. If any party breached, it was Monthes that
18 breached the contract by ending the relationship and refusing to accept any more pallets.

19 **2. To Terminate the Contract, the Breach Must Be “Material”**

20 “The law sensibly recognizes that although every instance of noncompliance with a
21 contract’s terms constitutes a breach, not every breach justifies treating the contract as terminated.
22 [Citations omitted.]... California courts allow termination only if the breach can be classified as
23 ‘material,’ ‘substantial,’ or ‘total.’” (*Superior Motels, Inc. v. Rinn Motor Hotels, Inc.* (1987) 195
24 Cal. App. 3d 1032, 1051.) Put simply, the law requires a material breach by J&A before Monthes

25 _____
26 ² Even if J&A supplied no pallets during a 2 ½-week period, that was not a reason for Monthes to cut bait. There
27 were many occasions in the 6-year relationship with no pallet pickups for weeks, either due to supply chain
28 constraints or J&A renegotiating contracts with retailers. Monthes never complained in the past.

³ Why would J&A cut off a long-term customer? This makes no sense. Monthes claims J&A sent a text on Apr. 10,
2019 that supports this. But the only thing produced was a Spanish language text in which someone asks Omar @
J&A about pallet availability for that specific day and Omar says he needs more time to make them available.

1 could terminate the contract and demand a refund.⁴ If a breach causes no actual harm or loss,
2 then it is not a material breach. (*Boston LLC v. Juarez* (2016) 245 Cal.App.4th 75, 87.) Monthes
3 admits in discovery that it sustained no harm or loss due to any purported delay in receiving
4 pallets—it simply seeks a refund on prepaid orders. Therefore, any breach was not material, and,
5 at best, Monthes can claim nominal damages of \$1 for a trivial breach in pallet delivery
6 performance. To claim a refund of purchase money, Monthes had to plead a failure of
7 consideration and serve notice of rescission, which it did not do. (*Civil Code* §1691.) This
8 lawsuit only seeks damages for breach of contract, not rescission.

9 **3. A Demand for Performance was Necessary to Put J&A in Default**

10 “Unless a contract contains an unconditional promise to perform at a fixed time, a demand
11 is usually necessary in order to give the promissor an opportunity to perform.” (*Drake v. Martin*
12 (1994) 30 Cal.App.4th 984.) Monthes never told J&A that if it did not have pallets by a certain
13 date that J&A would be held in breach. It was incumbent upon Monthes to make a demand for
14 performance on J&A before filing a surprise lawsuit accusing J&A of “breaching” a time
15 commitment that J&A never knew existed. Under established California law, “[w]hen no time is
16 specified for the doing of an act, other than the payment of money, a demand for performance is
17 necessary to put the promissor in default.” (*Johnson v. Alexander* (1976) 63 Cal.App.3d 806,
18 813; *World Sav. & Loan Assn. v. Kurtz Co.*, (1960) 183 Cal.App.2d 319, 326; *Leonard v. Rose*
19 (1967) 65 Cal.2d 589, 592.) “The primary object of a demand is to enable defendant to perform
20 his obligation or otherwise discharge his liability without being subject to the inconvenience and
21 expense of litigation.” (*Tisdale v. Bryant* (1918) 38 Cal.App. 750, 757.) Here, as in *Wilson v.*
22 *Zorb* (1936) 15 Cal.App.2d 526, “[t]he informal and general nature of the agreement was such
23 that [J&A] was entitled to receive from [Monthes] a demand for [performance] and to a
24 reasonable time thereafter within which to [perform], but [J&A] was accorded neither. One who

25 _____
26 ⁴ “The courts have come up with numerous ways of speaking about 'material' breaches of contract. Thus, it has been
27 said that a 'material breach' is a failure to do something that is so fundamental to a contract that the failure to perform
28 that obligation defeats the essential purpose of the contract[] or makes it impossible for the other party to perform
under the contract.[] In other words, for a breach of contract to be material, it must 'go to the root' or 'essence' of the
agreement between the parties, or be 'one which touches the fundamental purpose of the contract and defeats the
object of the parties in entering into the contract.’” (Williston on Contracts (4th ed. 2002) § 63:3, at pp. 438-439.)

1 makes a promise to do something in the future, having the ability to do it, and no time having
2 been specified for performance, does not violate his agreement until he refuses to perform after
3 demand made.” (*Id.* at 535) Monthes’ CEO admitted in deposition that they never received
4 \$200k+ worth of pallets all in a single day, week or month; thus, she knew it would take many
5 months for J&A to finish fulfilling the balance of purchase orders. Monthes should have given
6 J&A a notice to perform and provided a reasonable time to fulfill the orders before filing suit
7 accusing J&A of breach of contract. However, there was no notice to perform and, therefore, no
8 “breach” on the part of J&A. To the contrary, Monthes repudiated the contract by filing this
9 premature lawsuit and is liable to J&A for lost profits and incidental damages in the form of
10 attorney’s fees to defend against Monthes’ misconduct. (*Calif. Comm. Code* §§2708, 2710.)

11 **4. There is No Evidence to Support an Alter-Ego Claim Against Sonia/Omar**

12 Monthes’ contract is with J&A. Nonetheless, Monthes attempts to pierce the corporate
13 veil of J&A by alleging that Sonia and Omar are its alter-egos. The “alter ego” allegations in the
14 Complaint consist of a single statement that there is a “unity of interest between Defendants J &A
15 Pallet Accessory, Inc.... and Omar Sosa, and Sonia E. Sanchez-Sosa.” (Complaint, ¶19.) The
16 Complaint fails to allege any “alter ego” factors that support piercing the corporate veil, and
17 discovery responses offer only conclusory allegations. It is well settled that “alter ego is an
18 extreme remedy, sparingly used.” (*Sonora Diamond Corp. v. Superior Court* (2000) 83
19 Cal.App.4th 523, 539.) J&A is a separate entity formed and capitalized 15 years ago, all checks
20 were paid to J&A, all invoices have J&A’s business name and address, it has its own corporate
21 bank account, denotes its corporate name on all correspondence, has its own employees, operates
22 at its own separate office, and all corporate formalities have been observed.

23 **B. The 2nd, 3rd, 4th, 5th & 8th Causes of Action**

24 **1. Money Had and Received (2nd)**

25 There is no evidence that Sonia/Omar received money belonging to Monthes. “[N]o
26 recovery for money had and received can be had against a defendant who never received any part
27 of the money or equivalent thing sued for.” (*First Interstate Bank v. State of California*
28 (1987) 197 Cal.App.3d 627, 635.)

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2. Unjust Enrichment (3rd)

“[T]here is no cause of action in California for unjust enrichment.” (*Melchior v. New Line Production, Inc.* (2003) 106 Cal.App.4th 779, 793.)

3. Account Stated (4th):

Account stated claims are common in credit card and lender lawsuits where a debtor-creditor relationship exists. (*Zinn v. Fred R. Bright Co.* (1969) 271 Cal.App.2d 597, 600.) This case does not fit that criterion.

4. Conversion (5th)

Monthes admits it made payments to J&A for purchase of pallets; therefore, Monthes consented to J&A receiving the money. There is no allegation or evidence that J&A (or Sonia/Omar) took money from Monthes without Monthes’ consent, which negates a claim for conversion. (*Farrington v. A. Teichert & Son, Inc.* (1943) 59 Cal.App.2d 468, 474.)

5. Accounting (8th)

“An action for accounting is not available where the plaintiff alleges the right to recover a sum certain or a sum that can be made certain by calculation.” (*Fleet v. Bank of Am. N.A.* (2014) 229 Cal.App.4th 1403, 1413.)

C. The 6th and 7th Causes of Action for Fraud and Negligent Misrepresentation

1. No Evidence of Fraudulent Intent

Monthes alleges that J&A accepted money for pallets with the intent of never providing the pallets. This is preposterous. J&A has been operating for 15 years and has never been accused of defrauding a customer. The only evidence Monthes cites of “intent not to perform” is that J&A received checks and did not provide all the pallets prior to this lawsuit. “Something more than nonperformance is required to prove the defendant's intent not to perform his promise.” (*Magpali v. Farmers Group*, (1996) 48 Cal.App.4th 471, 481.) This is not a case where a single payment was made and zero product delivered—a typical case where a seller defrauds a buyer out of funds with no intent on delivering the goods. To the contrary, pallets were continually provided and checks consistently closed out, to the tune of over \$5 million worth of pallets over the course of six years. If J&A intended not to perform, why did it provide pallets and close out

1 95% of checks issued during the 6-year relationship? Why was it delivering pallets through April
2 2019, literally weeks before this lawsuit was filed? Monthes wants to focus only on the checks
3 that haven't closed out and ignore the checks that did. But, if Monthes had not ended the
4 relationship, all remaining pallet orders would have been fulfilled.

5 Monthes repeatedly asserts that it's entitled to know exactly "where its money went," and
6 if J&A cannot trace exactly how it spent every dollar of the prepayment money, then there must
7 be fraud. That makes no sense. All of Monthes' checks were deposited into J&A's corporate
8 bank account and used to pay cost of goods and business overhead (e.g., employee payroll, office
9 rent, truck expenses, insurance, etc.)—all of which are a component of the cost that goes into
10 making pallets available to customers. By writing "Loan" on its checks, Monthes acknowledged
11 that J&A could use the money for any corporate purpose. (*See e.g.*, Exhibit "D"—\$147,840-
12 check marked "Loan".) It is not a fraud that J&A didn't let pallets sit and rot at its warehouse and
13 sold them to other purchasers when Monthes was refusing to pick them up.

14 **2. Fraud Claim is Barred by the Economic Loss Rule**

15 The economic loss rule bars the fraud claims because it seeks recovery of purely
16 economic losses—i.e., refund of advance payments for undelivered pallets. Under California law,
17 the economic loss rule requires a plaintiff "to recover in contract for purely economic loss due to
18 disappointed expectations, unless he can demonstrate harm above and beyond a broken
19 contractual promise." (*Foster Poultry Farms v. Alkar-Rapidpak-MP Equip., Inc.*, 868 F. Supp. 2d
20 983, 991 (E.D. Cal. 2012), *quoting Robinson Helicopter Co., Inc. v. Dana Corp.*, 34 Cal. 4th 979,
21 988 (2004).) Without the economic loss rule, every breach of contract claim could be asserted, in
22 the alternative, as a tort claim, simply by recasting alleged contractual obligations as promises
23 that the defendant made without any intent of performance. Where plaintiff seeks, as damages for
24 a fraud claim, "the same economic losses arising from the alleged breach of contract . . . [t]o
25 allow a fraud claim under these facts would 'open the door to tort claims in virtually every case in
26 which a party promised to make payments under a contract but failed to do so.'" (*Multifamily*,
27 629 F. Supp. 2d at 1146; *Aas v. Superior Court*, 24 Cal.4th 627, 643 (2000) ["A person may not
28 ordinarily recover in tort for the breach of duties that merely restate contractual obligations"].)

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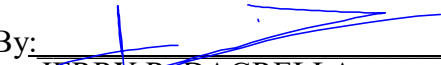
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IV. CONCLUSION

J&A would have provided the remaining pallets purchased by Monthes in 2019, but for Monthes' cancellation of the orders. Monthes repudiated the contract by filing this premature lawsuit and is liable to J&A for lost profits and incidental damages in the form of attorney's fees incurred to defend against Monthes' misconduct. (*Calif. Comm. Code* §§2708, 2710.) Moreover, Monthes bears the risk of liability for Defendants' attorneys' fees for wrongly denying RFAs on every issue in this case. ***Monthes has perjured itself repeatedly in discovery, severely impacting its credibility before a jury, and has engaged in conduct that evidences ill-intent in filing this lawsuit.*** Under the facts, Monthes will have a difficult time convincing a jury that J&A breached its contract. Its fraud claim is even more specious, as it relies entirely on argument and is devoid of evidence. Like many businesses, J&A's finances deteriorated during the pandemic, making settlement on monetary terms difficult. Nonetheless, J&A is prepared to offer a refund of \$100,000 in installments over 48 months, which takes into account its current financial circumstances (due to pandemic) and its entitlement to recoup lost profits and fees.

Dated: February 22, 2021

DAGRELLA LAW FIRM, PLC

By: 

JERRY R. DAGRELLA
Attorney for J & A Pallet Accessory, Inc.,
Omar Sosa and Sonia E. Sanchez-Sosa

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PROOF OF SERVICE

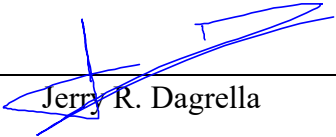
At the time of service I was over 18 years of age and not a party to this action. My business address is Dagrella Law Firm, 11801 Pierce St., Suite 200, Riverside, California 92503. On February 23, 2021, I served a copy of the following document(s):

DEFENDANTS' MANDATORY SETTLEMENT CONFERENCE STATEMENT

By e-mail or electronic transmission. Pursuant to California *Code of Civil Procedure* section 1010.6(e)(1), I served the foregoing documents via email. I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful..

Stephen E. Ensberg, Esq. Ensberg Law Group 1609 West Garvey Avenue North West Covina, CA 91790 Email: sensberg@aol.com	Attorney for Plaintiff Monthes Pallets, Inc.
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 23, 2021, at Riverside, California.


Jerry R. Dagrella