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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF FRESNO

RYAN TONCHEFF, an individual, Plaintiff, v. GRANVILLE HOMES, INC., a California Corporation, DARIUS ASSEMI, an individual, and DOES 1 through 50, inclusive, Defendants.	Case No.: 26CU03959 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEFENDANT'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION; ALTERNATIVELY, FOR ORDER SHORTENING TIME** Date: November 20, 2026 Time: 3:30 p.m Dept.: 403

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I. INTRODUCTION

This application arises from an employment dispute between Defendant Granville, Inc. (the "Company," "Granville," or "Defendant") and its former Chief Financial Officer (CFO), Plaintiff Ryan Toncheff ("Toncheff" or "Plaintiff"), which is subject to a written arbitration agreement. Defendant has initiated arbitration and has a pending Motion to Compel Arbitration before this Court. Defendant does not seek adjudication of the parties' underlying claims here and only seeks limited provisional relief necessary to protect Company information and related evidence while those claims are resolved in arbitration.

During his employment as Defendant's CFO, Plaintiff had access to sensitive Company financial information and records. Defendant's subsequent forensic investigation revealed that Plaintiff transferred Company information outside Granville's control and engaged in extensive deletion activity during the final weeks of his employment, including the deletion or removal of thousands of Company records and communications. (See Horton Decl. at ¶¶ 6-14; see Assemi Decl. at ¶¶ 4-5.)[1] Because Company information remains outside Defendant's control, there is a continuing risk that such information (and evidence concerning its transfer, possession, and use) may be further used, disclosed, transferred, altered, or destroyed before an arbitrator can provide effective relief.

Defendant therefore seeks a narrowly tailored temporary restraining order requiring Plaintiff to preserve Granville's information and related evidence within his possession, custody, or control and prohibiting its further use, disclosure, transfer, alteration, or destruction pending a hearing on Defendant's request for a preliminary injunction. Such provisional relief is expressly contemplated by both Code of Civil Procedure section 1281.8 and the parties' Arbitration Agreement and is necessary to ensure that any relief ultimately awarded in arbitration is not rendered ineffectual. (See First Amended Demand for Arbitration, Ex. A [Arbitration Agreement], filed August 10, 2026.)

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[1] "Towery Decl." refers to Declaration of Brian Horton in Support of Ex Parte Application for Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction; Alternatively, For Order Shortening Time.

"Assemi Decl." refers to Declaration of Darius Assemi in Support of Ex Parte Application for Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction; Alternatively, For Order Shortening Time.

Alternatively, if the Court declines to issue a temporary restraining order, Defendant requests an order shortening time for hearing on its request for a preliminary injunction.

II. FACTUAL BACKGROUND

A. Plaintiff's Employment as Granville's CFO and The Parties' Dispute

Granville employed Toncheff as its CFO in 2024. (See Horton Decl. at ¶ 3; see Assemi at ¶ 3.) In that role, Toncheff occupied a senior executive position and had access to Granville's confidential financial information, lender relationships, cash flow analyses, debt schedules, financial models, and other sensitive company information. (See Horton Decl. at ¶¶ 4-12; see Assemi Decl. at ¶¶ 4, 6.)

During the latter portion of his employment, a dispute arose concerning Granville's financial condition and Toncheff's performance as CFO. (See Horton Decl. at ¶ 5; see Assemi Decl. at ¶ 7.) Toncheff maintained that Granville was cash flow insolvent and raised concerns concerning the Company's financial condition and financial practices. (*Ibid.*) Defendant disputes those assertions and maintains that Toncheff's insolvency analysis was materially inaccurate and based upon erroneous assumptions and financial modeling. Defendant further contends that Toncheff was using his asserted financial concerns to obtain increased compensation, an ownership interest, and ultimately a substantial severance payment. (*Ibid.*)

On June 10, 2026, Toncheff's employment with Granville ended. Shortly thereafter, Toncheff filed this action asserting claims for wrongful termination in violation of public policy, retaliation under Labor Code section 1102.5, promissory fraud, and unfair business practices. (See Complaint, filed June 16, 2026.) Defendant disputes Plaintiff's allegations and has asserted claims against Plaintiff in arbitration, including breach of fiduciary duty, breach of duty of loyalty, and related claims arising from his conduct as Granville's CFO.

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B. Granville Discovered that Ryan Toncheff Transferred Company Information Outside Granville's Control

Following Toncheff's departure, Defendant discovered evidence that Toncheff had transferred substantial amounts of Company information to accounts and locations outside of the Company's control. Among other things, Defendant discovered that Toncheff forwarded Company financial information, including cash flow forecasts, debt schedules, financial analyses, and other company records, to personal email accounts. (See Horton Decl. at ¶¶ 5, 8; see Assemi Decl. at ¶ 8.)

Defendant further discovered evidence that Toncheff had uploaded or transferred confidential financial information to artificial-intelligence (AI) platforms and had discussed transferring company information to a personal AI account. (See Horton Decl. at ¶¶ 7, 9, 10.) According to recovered records, Toncheff expressly discussed removing identifying information and transferring materials from Granville's systems to accounts or platforms under his personal control. (See Horton Decl. at ¶ 10.)

C. Toncheff Deleted Thousands of Company Records and AI Communications Before His Departure

Defendant's subsequent forensic investigation revealed extensive deletions from Toncheff's Company email, AI conversations, and Company OneDrive during the final weeks of his employment. (See Horton Decl. at ¶ 11-13.) The deletions were concentrated in the period immediately preceding Toncheff's June 10, 2026 termination, including substantial deletion activity on May 29, 2026, the day Toncheff was offered a demotion. (*Ibid* at ¶ 11.)

On May 29, 2026, Toncheff emptied approximately 4,762 email messages from his Outlook Deleted Items folder, thereby removing the messages from the ordinary Deleted Items folder and placing them on a path toward permanent deletion. (See Horton Decl. at ¶ 12.)

Defendant also discovered extensive deletion of Toncheff's AI communications. In three deletion sessions between May 28 and June 4, 2026, Toncheff deleted AI conversations containing a substantial portion of his AI communications. (See Horton Decl. at ¶ 12.) In total, the deleted

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conversations contained approximately 1,397 of the 1,796 individual messages Toncheff had exchanged with the AI platform—approximately 78% of his AI message history. (*Ibid.*) The deleted material included conversations concerning severance negotiations, Granville's financial condition and financial analyses, and other matters relevant to the parties' dispute. (*Ibid.*)

The timing and volume of the deletions were substantial. Additionally, on the morning of May 28, 2026, Toncheff deleted eight AI conversations within approximately nine minutes, including conversations concerning severance negotiations and financial analyses. (See Horton Decl. at ¶ 11-13.) On May 29, 2026, additional AI conversations were deleted.

Defendant's investigation further identified the deletion of 24 files from Toncheff's company OneDrive. (See Horton Decl. at ¶ 14.) In total, the forensic investigation identified approximately 6,200 deleted individual records, consisting of approximately 4,762 emails, 1,397 AI messages, and 24 OneDrive files. (*Ibid.*)

D. Granville Demanded the Return, Preservation, and Accounting of Its Information

In light of its discovery that Company information had been transferred outside Granville' control and that thousands of records and communications had been deleted from Company systems, Defendant demanded that Plaintiff identify the Company information he had deleted, copied, downloaded, or transferred; return Granville information in his possession; refrain from retaining copies; and provide verification concerning the disposition of Granville information maintained outside Company systems. (See Sagaser Decl. at ¶ 3, Ex. A and ¶ 4.)[2]

Defendant remains concerned that company information and evidence concerning its transfer, possession, use, or dissemination remain outside Granville possession and control and may be further used, disclosed, transferred, altered, concealed, or destroyed absent immediate provisional relief.

E. The Parties' Dispute Is Subject to Arbitration

Plaintiff executed a written arbitration agreement governing claims arising from his

[2] "Sagaser Decl." refers to Declaration of Howard A. Sagaser in Support of Ex Parte Application for Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction; Alternatively, For Order Shortening Time.

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employment with Granville. (See First Amended Demand for Arbitration, Ex. A [Arbitration Agreement], filed August 10, 2026.) Before Plaintiff commenced this action, Granville's counsel notified Plaintiff's counsel of the Arbitration Agreement, provided a copy, and requested that Plaintiff submit his claims to arbitration.(*Ibid.*) Toncheff nevertheless filed the present action.

Defendant thereafter filed a Demand for Arbitration and, following discovery of additional evidence concerning Toncheff's conduct, filed a First Amended Demand for Arbitration asserting claims against Toncheff. (*Ibid*.) Defendant also filed a Motion to Compel Arbitration, which remains pending before this Court. (See Motion to Compel Arbitration, filed June 26, 2026.)

The Arbitration Agreement expressly permits either party to seek temporary or preliminary injunctive relief from a court of competent jurisdiction where an eventual arbitration award may otherwise be rendered ineffectual. (See First Amended Demand for Arbitration, Ex. A [Arbitration Agreement, pg. 2], filed August 10, 2026.) Granville therefore seeks only provisional relief necessary to preserve its information and related evidence while the parties' claims are resolved in arbitration.

III. LEGAL STANDARD

A. The Court May Grant Provisional Injunctive Relief Under CCP Section 1281.8

Code of Civil Procedure section 1281.8 expressly authorizes a party to an arbitration agreement to seek provisional relief from a court in connection with an arbitrable controversy. A "provisional remedy" expressly includes temporary restraining orders and preliminary injunctions issued pursuant to Code of Civil Procedure section 527. (Code Civ. Proc., § 1281.8, subd. (a)(3).)

A party to an arbitration agreement may seek such provisional relief where "the award to which the applicant may be entitled may be rendered ineffectual without provisional relief." (Code Civ. Proc., § 1281.8, subd. (b).) Thus, California law permits a court to grant provisional relief while leaving the ultimate merits of the parties' controversy for resolution in arbitration. (See *Mesa Shopping Center-East, LLC v. O Hill* (2014) 232 Cal.App.4th 890; see *Optimal Markets, Inc. v. Salant* (2013) 221 Cal.App.4th 912.)

Although section 1281.8 authorizes provisional injunctive relief in aid of arbitration, the

applicant must still satisfy the traditional requirements for an injunction, including irreparable injury and the inadequacy of a remedy at law. (*Woolley v. Embassy Suites, Inc.* (1991) 227 Cal.App.3d 1520, 1527-1529.) Seeking such provisional relief does not waive a party's right to arbitration, provided the party also seeks a stay of all other proceedings pending arbitration of the relevant arbitrable issues. (Code Civ. Proc., § 1281.8, subd. (d).)

B. Standard for Temporary Restraining Order and Preliminary Injunction

Code of Civil Procedure section 526 authorizes injunctive relief where, among other circumstances, the commission or continuance of an act during litigation would produce great or irreparable injury, where a party threatens an act in violation of another party's rights tending to render a judgment ineffectual, or where pecuniary compensation would not afford adequate relief. (Code Civ. Proc., § 526, subd. (a).)

A temporary restraining order may issue upon an affirmative factual showing, through competent evidence based on personal knowledge, of irreparable harm, immediate danger, or another statutory basis for ex parte relief. (Cal. Rules of Court, rule 3.1202(c).) Where a temporary restraining order is sought without notice, Code of Civil Procedure section 527 additionally requires facts demonstrating that great or irreparable injury will result before the matter can be heard on notice, together with the certification required by section 527, subdivision (c). (Code Civ. Proc., § 527, subd. (c).)

In determining whether preliminary injunctive relief should issue, courts consider two interrelated factors: "(1) the likelihood that the plaintiff will prevail on the merits, and (2) the relative balance of harms that is likely to result from the granting or denial of interim injunctive relief." (*White v. Davis* (2003) 30 Cal.4th 528, 554.) The purpose of this inquiry is to minimize the harm that may result from an erroneous interim decision. (*Ibid.*) Additionally, the "presence or absence of these interrelated factors 'is usually a matter of degree, and if the party seeking the injunction can make a sufficiently strong showing of likelihood of success on the merits, the trial court has discretion to issue the injunction notwithstanding that party's inability to show that the balance of harms tips in his favor.'" (*Right Site Coalition v. Los Angeles Unified School Dist.* (2008) 160

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Cal.App.4th 336, 342.)

"The general purpose of a preliminary injunction is to preserve the status quo pending a determination on the merits of the action" and does not constitute a final adjudication of the parties rights. (See *Tulare Lake Canal Co. v. Stratford Public Utility Dist.* (2023) 92 Cal.App.5th 380, 396.)

IV. LEGAL ARGUMENT

A. Defendant is Entitled to Temporary and Preliminary Injunctive Relief

1. Defendant Is Likely to Prevail on Its Claims Against Plaintiff Arising From Plaintiff's Misuse and Deletion of Company Information

Defendant's First Amended Demand for Arbitration asserts multiple claims against Plaintiff arising from his conduct during and following his employment. Particularly relevant to the provisional relief sought here are Defendant's claims for breach of fiduciary duty and breach of the duty of loyalty, which arise in substantial part from Plaintiff's conduct while serving as Granville CFO.

California law recognizes that "an employee, while employed, owes undivided loyalty to his employer." (*Guild Mortgage Co. LLC v. CrossCountry Mortgage LLC* (2026) 120 Cal.App.5th 885, 892.) The duty is breached when an employee takes action "inimical to the best interests of the employer." (*Huong Que, Inc. v. Luu* (2007) 150 Cal.App.4th 400, 414.) Consistent with that duty, Labor Code section 2863 provides that "[a]n employee who has any business to transact on his own account, similar to that entrusted to him by his employer, shall always give the preference to the business of the employer." (Lab. Code, § 2863.)

Although an employee may make certain preparations to compete with an employer before leaving employment, the employee may not transfer his loyalty to a competitor while still employed. (*Huong Que, Inc. v. Luu* (2007) 150 Cal.App.4th 400, 414.) Similarly, "[t]he duty of loyalty generally prohibits corporate officers from putting their own business interests ahead of those of their employer." (*Hooked Media Group, Inc. v. Apple Inc.* (2020) 55 Cal.App.5th 323, 334.)

Here, Plaintiff's conduct went beyond merely preparing to pursue a future business venture. While still serving as Defendant's CFO, Plaintiff was developing a separate financial-services

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business while retaining access to Defendant's sensitive financial information. (See First Amended Demand for Arbitration, ¶ 30, filed August 10, 2026.) As discussed above, during this same period, Plaintiff transferred company financial records and analyses to personal accounts outside Defendant's control, uploaded Company financial information to an outside AI platform, discussed migrating Company information to a personal AI account, and engaged in extensive deletion of company records and communications. (See Horton Decl. at ¶¶ 4-5, 8-14.)

Taken together, the evidence supports a reasonable probability that Defendant will prevail on its claims for breach of fiduciary duty and breach of the duty of loyalty. Plaintiff's conduct went beyond permissible preparation for future competition and supports Defendant's contention that Plaintiff placed his own interests ahead of Defendant's interests while still owing Defendant duties of loyalty and fidelity. Defendant therefore has demonstrated a likelihood of success on the claims directly implicated by the provisional relief sought here. The ultimate merits of those claims remain for resolution in arbitration.

2. Defendant Faces Irreparable Harm, and the Balance of Interim Harms Favors Injunctive Relief

A preliminary injunction is intended to preserve the status quo pending resolution of the merits. (See *Mae M. v. Komrosky* (2025) 111 Cal.App.5th 198, 213.) In determining whether interim injunctive relief is warranted, the Court "compares the interim harm the [applicant] is likely to sustain if the injunction is denied to the harm the [plaintiff (*in this case*)] is likely to suffer if the preliminary injunction is issued." (*Id.* at p. 221.) "Irreparable harm" does not necessarily mean "injury beyond the possibility of repair." (*Ibid.*) Furthermore, the stronger the applicant's likelihood of success on the merits (as discussed above), the lesser the showing of potential harm necessary to support interim injunctive relief. (*Right Site Coalition v. Los Angeles Unified School Dist., supra,* 160 Cal.App.4th at p. 338–339.)

Courts have further applied these principles to protect an employer against the threatened misuse of company information by a former employee. In *Alliant Ins. Services, Inc. v. Gaddy* (2008) 159 Cal.App.4th 1292, the Court of Appeal affirmed a preliminary injunction against a former

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employee who had access to confidential company information and allegedly used that information in connection with a competing business, where the trial court found that failure to enjoin the employee could render a later judgment ineffective and that resulting damages would be difficult to ascertain. (*Id.* at p. 1297-1299.) Similarly, in *ReadyLink Healthcare v. Cotton* (2005) 126 Cal.App.4th 1006, the Court of Appeal upheld preliminary injunctive relief where a former employee had misappropriated confidential and proprietary company information and used it for his own financial gain while pursuing a competing business. (*Id.* at p. 1023-1025.) Although the employee argued that he no longer posed an imminent threat at the time of the injunction hearing, the court concluded that his prior misconduct, his demonstrated intent to use the information for his own benefit, and the fact that substantial company information remained unrecovered supported a reasonable inference that the threat of further misuse remained. (*Ibid.*)

3. Defendant Faces Substantial and Irreparable Harm if Injunctive Relief is Denied

Here, the threatened harm to Defendant is neither hypothetical nor adequately compensable through monetary damages. As discussed above, Defendant's forensic investigation revealed that Plaintiff transferred Company information outside Defendant's control and engaged in extensive deletion of Company records and communications before his departure. (See Horton Decl. at ¶ 4-12; Assemi Decl. at ¶ 4.) Because Company information remains outside Defendant's control, there is a continuing risk that such information may be further used, disclosed, transferred, altered, concealed, or destroyed before the parties' claims can be resolved in arbitration. There is likewise a risk that evidence concerning Plaintiff's possession, transfer, and use of that information may be altered or lost.

The circumstances here are analogous to *ReadyLink*. There, the employee's prior misuse of company information, together with the fact that substantial company information remained unrecovered, supported a reasonable inference of a continuing threat of further misuse. (*ReadyLink Healthcare, supra,* 126 Cal.App.4th at pp. 1023–1025.) Here, Plaintiff's prior transfer and deletion of Company information, coupled with the fact that Company information remains outside

Defendant's control, likewise supports the need for interim protection rather than requiring Defendant to wait until further disclosure, misuse, or destruction occurs.

Moreover, the threatened harm cannot adequately be remedied through a later award of monetary damages. Civil Code section 3422 recognizes injunctive relief as appropriate where "pecuniary compensation would not afford adequate relief" or where "it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief." (Civ. Code, § 3422, subds. (1), (2).) Those circumstances are present here. There is no readily ascertainable monetary value that can restore Defendant's control over confidential Company information once it has been further disclosed, transferred, or misused, nor can a later damages award recreate evidence that has been altered or destroyed. The nature and extent of any resulting loss would likewise be exceedingly difficult to quantify. As such, immediate injunctive relief is therefore necessary to preserve Defendant's information and related evidence pending arbitration.

4. <u>The Requested Injunctive Relief Imposes Little, if Any, Harm on Plaintiff</u>

By contrast, the requested injunctive relief imposes little, if any, cognizable harm on Plaintiff. Defendant seeks only to preserve the status quo while the parties' respective rights are determined in arbitration. The requested relief would require Plaintiff to preserve Company information and related evidence already within his possession, custody, or control and refrain from further using, disclosing, transferring, altering, or destroying that information. It does not prevent Plaintiff from possessing or using his *own* information, pursuing his claims in arbitration, or engaging in otherwise lawful conduct unrelated to Defendant's information.

The relative interim harms therefore weigh strongly in Defendant's favor. If relief is denied, Defendant risks further loss of control over its confidential information and the potential alteration or destruction of evidence before arbitration can provide an effective remedy. If relief is granted, Plaintiff is merely required to preserve the information and refrain from using, disclosing, transferring, altering, or destroying Company information while the parties' rights are adjudicated. The requested relief therefore serves the fundamental purpose of a preliminary injunction by preserving the status quo pending resolution of the parties' dispute. (*Mae M. v. Komrosky*, *supra,*

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111 Cal.App.5th at p. 213.)

5. Without Provisional Relief, An Award In Arbitration May Be Rendered Ineffectual

Code of Civil Procedure section 1281.8 permits provisional relief in connection with an arbitrable controversy where "the award to which the applicant may be entitled may be rendered ineffectual without provisional relief." (Code Civ. Proc., § 1281.8, subd. (b).) Consistent with that statutory authority, courts may grant injunctive relief pending arbitration where necessary to preserve the effectiveness of the arbitration process. (*Davenport v. Blue Cross of California* (1997) 52 Cal.App.4th 435, 453.) Thus, where the existing circumstances threaten irreparable injury that could effectively "nullify the arbitration process," a court may alter those circumstances as necessary to prevent the threatened injury. (*Ibid.*)

The parties' Arbitration Agreement expressly contemplates such relief. (See First Amended Demand for Arbitration, Ex. A [Arbitration Agreement, pg. 2], filed August 10, 2026.) It provides that either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy where "the award to which that party may be entitled may be rendered ineffectual without such provisional relief." (*Ibid.*) The Agreement further provides that seeking such relief is not incompatible with, and does not constitute a waiver of, the parties' arbitration rights, while reserving all determinations of final relief for arbitration. (*Ibid.*) Thus, the provisional relief sought here is not only authorized by section 1281.8, but expressly contemplated by the parties' own agreement. (See *Sanchez v. Valencia Holding Co., LLC* (2015) 61 Cal.4th 899, 922 [finding that the "arbitration agreement does not appear to preclude provisional injunctive relief authorized by statute].)

That requirement is satisfied here. Defendant seeks provisional relief to preserve Company information and related evidence while the parties' underlying claims are resolved in arbitration. Without such relief, Company information already transferred outside Defendant's control may be further used, disclosed, transferred, altered, or destroyed, and evidence concerning Plaintiff's possession and use of that information may likewise be lost or altered before an arbitrator can

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provide effective relief.

If that occurs, an eventual arbitration award requiring Plaintiff to cease using or disclosing Company information, preserve or return such information, or provide other relief concerning that information may come too late to provide an effective remedy. Once confidential information has been disseminated, its confidentiality cannot necessarily be restored, and evidence that has been destroyed or materially altered cannot be recreated through a later arbitration award. The requested relief is therefore necessary to ensure that the arbitration remains meaningful and that any relief ultimately awarded by the arbitrator is not rendered ineffectual.

6. Alternatively, The Court Should Issue An Order Shortening Time

California Rules of Court, rule 3.1300(b) authorizes the Court, upon an application supported by a declaration showing good cause, to "prescribe shorter times for the filing and service of papers than the times specified in Code of Civil Procedure section 1005." (Cal. Rules of Court, rule 3.1300(b).) Code of Civil Procedure section 1005 ordinarily requires moving and supporting papers to be served and filed at least 16 court days before the hearing. (Code Civ. Proc., § 1005, subd. (b).) Because Defendant seeks such relief ex parte, the application must also be supported by an affirmative factual showing, through competent testimony based on personal knowledge, of irreparable harm, immediate danger, or another statutory basis for ex parte relief. (Cal. Rules of Court, rule 3.1202(c).)

Good cause exists here for an expedited hearing. If the Court declines to issue a temporary restraining order, requiring Defendant to proceed under the ordinary notice period would prolong the period during which Company information and related evidence remain susceptible to further use, disclosure, transfer, alteration, or destruction before the Court can consider preliminary injunctive relief. For the reasons discussed above and set forth in the supporting declarations, Defendant respectfully requests that the Court shorten time so that its request for a preliminary injunction may be heard at the earliest practicable date.

V. CONCLUSION

For the foregoing reasons, Defendant respectfully requests that the Court grant its Ex Parte

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Application for Temporary Restraining Order and issue an Order to Show Cause Re: Preliminary Injunction. Alternatively, Defendant requests that the Court shorten time for hearing on its request for preliminary injunctive relief.

Dated: November 13, 2026

SAGASER, WATKINS & WIELAND PC

By: _____

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PROOF OF SERVICE
(CODE CIV. PROC. § 1013)

STATE OF CALIFORNIA, COUNTY OF FRESNO

I am employed in the County of Fresno, State of California. I am over the age of 18 years and am not a party to the within action; my business address is 5260 North Palm Avenue, Suite 400, Fresno, California 93704.

On November ___, 2026, I served the following documents described as **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEFENDANT'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION; ALTERNATIVELY, FOR ORDER SHORTENING TIME** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED SERVICE LIST

☐ **BY MAIL:** I deposited such envelope in the mail at Fresno, California. The envelope(s) was mailed with postage thereon fully prepaid. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

☐ **BY OVERNIGHT COURIER:** I sent such document(s) on November 13, 2026, by with postage thereon fully prepaid at Fresno, California.

☐ **BY FAX**: I sent such document by use of facsimile machine telephone number (559) 473-1483. Facsimile cover sheet and confirmation is attached hereto indicating the recipients' facsimile number and time of transmission pursuant to California Rules of Court Rule 2.306. The facsimile machine I used complied with California Rules of Court Rule 2.301(3) and no error was reported by the machine.

☐ **BY PERSONAL SERVICE:** I placed the above document in a sealed envelope. I caused said envelope to be handed to our messenger service to be delivered by hand to the above address(es).

☑ **BY EMAIL:** I sent such document by use of email to the email address(es) above. (CCP § 1010.6) Such document was scanned and emailed to such recipient.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 13, 2026, at Fresno, California.

Mehgan Ferreira Kisling

SERVICE LIST

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