

SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO Small Claims Department, Central Division 1130 "O" Street Fresno, California 93724-0002	<p style="text-align: right;">SMALL CLAIMS CASE NO.: 24CESC00690</p>
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<p>NOTICE TO ALL PLAINTIFFS AND DEFENDANTS: Your small claims case has been decided. If you lost the case, and the court ordered you to pay money, your wages, money, and property may be taken without further warning from the court. Read the back of this sheet for important information about your rights.</p>	<p>AVISO A TODOS LOS DEMANDANTES Y DEMANDADOS: Su caso ha sido resuelto por la corte para reclamos judiciales menores. Si la corte ha decidido en su contra y ha ordenado que usted pague dinero, le pueden quitar su salario, su dinero, y otras cosas de su propiedad, sin aviso adicional por parte de esta corte. Lea el reverse de este formulario para obtener información de importancia acerca de sus derechos.</p>
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PLAINTIFF/DEMANDANTE (Name, street address, and telephone number of each):
Nasreen Michelle Johnson
176 W Morris Ave
Fresno CA 93704

Telephone No.: _____

DEFENDANT/DEMANDADO (Name, street address, and telephone number of each):
Carns Consulting
Agent Carns Consulting
934 S Stanford Ave
Fresno CA 93727

Telephone No.: _____

See attached sheet for additional plaintiffs and defendants.

NOTICE OF ENTRY OF JUDGMENT

Judgment was entered as checked below on (date): **09/05/2024**

1. Defendant (name, if more than one): **Carns Consulting**
Shall pay plaintiff (name, if more than one): **Nasreen Michelle Johnson**
principal and costs, totaling **\$0.00** on plaintiff's claim.
2. Defendant does not owe plaintiff any money on plaintiff's claim.
3. Plaintiff (name, if more than one):
shall pay defendant (name, if more than one):
\$ _____ principal and \$ _____ costs on defendant's claim.
4. Plaintiff does not owe defendant any money on defendant's claim.
5. Possession of the following property is awarded to plaintiff (describe property):
6. Payments are to be made at the rate of: \$ _____ per (specify period): _____, beginning on (date): _____ and on the (specify day): _____ day of each month thereafter until paid in full. If any payment is missed, the entire balance may become due immediately.
7. Dismissed in court with prejudice. without prejudice.
8. Attorney-Client Fee Dispute (Attachment to Notice of Entry of Judgment) (form SC-132) is attached.
9. Other (specify): **This small claims case came on for hearing on September 3, 2024 in Department 97E of the Fresno Superior court. The Plaintiff alleged a cause of action for breach of contract relating to the Defendant's failure to perform on a contract, alleged as to have been entered into by the parties. The Defendant answered the claim by asserting that a valid contract, although contemplated by the parties, was never actually entered into by the Defendant. The Plaintiff testified that on or about June 15, 2023, the parties began discussing entering into an agreement whereby the Defendant would run a campaign for local office for the Plaintiff. The Plaintiff testified that the parties had previously worked together on a number of other campaigns for local office. The Plaintiff offered a variety of exhibits to support her claim, including emails and text messages between the parties, as well as a contract for campaign services, although the document was not dated or signed by the Defendant. The Plaintiff also testified and offered exhibits to support the fact that the Defendant had actually set up a fundraiser for the Plaintiff on or about March 28, 2024, that successfully raised approximately three to five thousand dollars for the Plaintiff's campaign. The Plaintiff further offered evidence in the form of email exchanges which showed that the Defendant was actively taking steps to prepare the Plaintiff for a campaign, including recommending which forms needed to be processed as well as future fundraising events. However, the Plaintiff testified that she did not ever pay the fee as stated in the contract to the Defendant for his services. "To prevail on a cause of action for breach of contract, the plaintiff must prove (1) the contract, (2) the plaintiff's performance on the contract or excuse for nonperformance, (3) the defendant's breach, and (4) the resulting damage to the plaintiff." Richman v. Hartley (2014) 224 Cal.App.4th 1182, 1186. Here, the plaintiff did not prove that she performed on the contract or that she was otherwise excused for nonperformance. On the contrary, she testified that she had not paid the Defendant any amount for the services he did perform. It was undisputed that the Defendant did set up a fundraiser for the Plaintiff that raised funds and there was no evidence that the Plaintiff in any way relinquished those funds following the Defendant's alleged breach. Per the terms of the contemplated contract, offered by the Plaintiff, she was to pay \$2,500 for the services of the Defendant and if successful in the election, she would pay an additional \$2,500 "win bonus." If the plaintiff did pay the Defendant some amount as contemplated by the contract, the case could potentially have a different outcome. However, the evidence was uncontroverted that the Plaintiff never paid the Defendant any amount for the services rendered. As such, the Court need not address any potential breach, nor does the Court need to reach the question of the plaintiff's damages. For all of the foregoing reasons, the Plaintiff has failed to meet their burden of proof in this matter. Judgment for the Defendant.**
10. Judgment debtor is a natural person, and as provided in Code Civ. Proc., §§ 683.110, 685.010:
\$ _____ of this judgment is on a claim related to medical expenses
\$ _____ of this judgment is on a claim related to personal debt.
11. This judgment results from a motor vehicle accident on a California highway and was caused by the judgment debtor's operation of a motor vehicle. If the judgment is not paid, the judgment creditor may apply to have the judgment debtor's drivers license suspended.

- 12. Enforcement of the judgment is automatically postponed for 30 days or, if an appeal is filed, until the appeal is decided.
- 13. This notice was personally delivered to *(insert name and date)*:
- 14. CLERK'S CERTIFICATE OF MAILING – I certify that I am not a party to this action. This *Notice of Entry of Judgment* was mailed first class, postage prepaid, in a sealed envelope to the parties at the addresses shown above. The mailing and this certification occurred at the place and on the date shown below.

Place of mailing Fresno, California

Date of mailing: **09/10/2024**

Clerk, by Maui Tiso, Deputy
M Tiso

The county provides small claims advisor services free of charge. Read the information sheet on the reverse.

INFORMATION AFTER JUDGMENT

INFORMACION DESPUES DEL FALLO DE LA CORTE

Your small claims case has been decided. The judgment or decision of the court appears on the front of this sheet. The court may have ordered one party to pay money to the other party. The person (or business) who won the case and who can collect the money is called the judgment creditor. The person (or business) who lost the case and who owes the money is called the judgment debtor. Enforcement of the judgment is postponed until the time for appeal ends or until the appeal is decided. This means that the judgment creditor cannot collect any money or take any action until this period is over. Generally, both parties may be represented by lawyers after judgment.

IF YOU LOST THE CASE...

- 1. If you lost the case on your own claim and the court did not Award you any money, the court's decision on your claim is FINAL. You may not appeal your own claim.
2. If you lost the case and the court ordered you to pay money, your money and property may be taken to pay the claim unless you do one of the following things:
a. PAY THE JUDGMENT
The law requires you to pay the amount of the judgment. You may pay the judgment creditor directly, or pay the judgment to the court for an additional fee. You may also ask the court to order monthly payments you can afford. Ask the clerk for information about these procedures.
b. APPEAL
If you disagree with the court's decision, you may appeal the decision on the other party's claim. You may not appeal the decision on your own claim. However, if any party appeals, there will be a new trial on all the claims. If you appeared at the trial, you must begin your appeal by filing a form called a Notice of Appeal (form SC-140) and pay the required fees within 30 days after the date this Notice of Entry of Judgment was mailed or handed to you. Your appeal will be in the Superior Court. You will have a new trial and you must present your evidence again. You may be represented by a lawyer.
c. VACATE OR CANCEL THE JUDGMENT
If you did not go to the trial, you may ask the court to vacate or cancel the judgment. To make this request, you must file a Motion to Vacate the Judgment (form SC-135) and pay the required fee within 30 days after the date this Notice of Entry of Judgment was mailed. If your request is denied, you then have 10 days from the date the notice of denial was mailed to file an appeal. The period to file the Motion to Vacate the Judgment is 180 days if you were not properly served with the claim. The 180-day period begins on the date you found out or should have found out about the judgment against you.

IF YOU WON THE CASE . . .

- 1. If you were sued by the other party and you won the case, then the other party may not appeal the court's decision.
2. If you won the case and the court awarded you money, here are some steps you may take to collect your money or get possession of your property:
a. COLLECTING FEES AND INTEREST
Sometimes fees are charged for filing court papers or for serving the judgment debtor. These extra costs can become part of your original judgment. To claim these fees, ask the clerk for a Memorandum of Costs.

b. VOLUNTARY PAYMENT

Ask the judgment debtor to pay the money. If your claim was for possession of property, ask the judgment debtor to return the property to you. THE COURT WILL NOT COLLECT THE MONEY OR ENFORCE THE JUDGMENT FOR YOU.

c. STATEMENT OF ASSETS

If the judgment debtor does not pay the money, the law requires the debtor to fill out a form called the Judgment Debtor's Statement of Assets (form SC-133). This form will tell you what property the judgment debtor has that may be available to pay your claim. If the judgment debtor willfully fails to send you the completed form, you may file an Application and Order to Produce Statement of Assets and to Appear for Examination (form SC-134) and ask the court to give you your attorney's fees and expenses and other appropriate relief, after proper notice, under Code of Civil Procedure section 708.170.

d. ORDER OF EXAMINATION

You may also make the debtor come to court to answer questions about income and property. To do this, ask the clerk for an Application and Order for Appearance and Examination (Enforcement of Judgment) (form EJ-125) and pay the required fee. There is a fee if a law officer serves the order on the judgment debtor. You may also obtain the judgment debtor's financial records. Ask the clerk for the Small Claims Subpoena and Declaration (form SC-107) or Civil Subpoena Duces Tecum (form SUBP-002).

e. WRIT OF EXECUTION

After you find out about the judgment debtor's property, you may ask the court for a Writ of Execution (form EJ-130) and pay the required fee. A writ of execution is a court paper that tells a law officer to take property of the judgment debtor to pay your claim. Here are some examples of the kinds of property the officer may be able to take: wages, bank account, automobile, business property, or rental income. For some kinds of property, you may need to file other forms. See the law officer for information.

f. ABSTRACT OF JUDGMENT

The judgment debtor may own land or a house or other buildings. You may want to put a lien on the property so that you will be paid if the property is sold. You can get a lien gby filing an Abstract of Judgment (form EJ-001) with the county recorder in the county where the property is located. The recorder will charge a fee for the Abstract of Judgment.

NOTICE TO THE PARTY WHO WON: As soon as you have been paid in full, you must fill out the form below and mail it to the court immediately or you may be fined. If an Abstract of Judgment has been recorded, you must use another form; see the clerk for the proper form.

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ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT
(Do not Use this form if an Abstract of Judgment has been recorded.)

To the Clerk of the Court:

I am the [] judgment creditor [] assignee of record.

I agree that the judgment in this action has been paid in full or otherwise satisfied.

Date: _____

(TYPE OR PRINT NAME)

(SIGNATURE)