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8	UNITED STAT	ES DISTRICT COURT
9	EASTERN DIST	RICT OF CALIFORNIA
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11	NARENDRA SHARMA, assignee for Shree Shiva LLC,	No. 2:17-cv-00487-MCE-AC-PS
12	Plaintiff,	
13	V.	MEMORANDUM AND ORDER
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15	CITY OF REDDING, a municipal corporation, RICHARDSON C. GRISWOLD, a court appointed	
16	receiver,	
17	Defendants.	
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19	On March 6, 2017, Plaintiff Narend	dra Sharma, Assignee for Shree Shiva LLC
20	("Plaintiff") filed a Complaint (ECF No. 1)	and a Motion for Temporary Restraining
21	("TRO") and Preliminary Injunction ("PI").	ECF No. 2. Plaintiff, acting in pro se, seeks to
22	enjoin the sale of Americana Lodge, a me	otel located in Redding, California. As set forth
23	below, because Plaintiff has failed to den	nonstrate the presence of an immediate
24	irreparable injury, his application for a TR	O is denied. Plaintiff may, however, proceed in
25	pursuing his request for a PI, and a heari	ing in that regard is scheduled for April 6, 2017
26	at 2:00 p.m.	
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1	BACKGROUND
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3	In his Complaint, Plaintiff alleges that Defendant City of Redding ("City") filed a
4	complaint for nuisance against Shree Shiva LLC, the then owner of the Americana
5	Lodge, and sought the appointment of a receiver. According to the Complaint, Shree
6	Shiva agreed to a court appointed receiver on grounds that it would both expedite
7	bringing the property back into compliance with City ordinances and save costs of
8	litigation. On January 22, 2016, the court appointed Defendant Richardson C. Griswold
9	as Receiver, and Mr. Griswold, who is also a Defendant here, took possession and
10	control of the property on March 22, 2016.
11	Plaintiff alleges that Defendants in fact intended to seize the property in violation
12	of the Fifth Amendment's Taking Clause. He alleges that the Receiver is now attempting
13	to sell the Americana Lodge on a "fire sale" basis and, on December 1, 2016, accepted a
14	purchase offer from Hignell, Inc. for \$375,000.00. Pl.'s Motion, 7:12-13.
15	According to the Declaration of Bhupenrda Thakor, he and his wife, Sudha
16	Thakor, each owned 50 percent of the interests in Shree Shiva LLC, the California
17	limited liability company which purchased the Americana Lodge in March of 2004.
18	Thakor Decl., ECF No. 2-1, 15:21-23. Attached to Mr.Thakor's Declaration as Exhibit 1
19	is a purported subsequent sale agreement of Shree Shiva, LLC to Plaintiff Narendra
20	Sharma for the purchase price of one dollar. Sharma apparently bases his right to sue
21	on that agreement, and seeks to enjoin the City and Receiver from proceeding with any
22	sale of the property.
23	As indicated above, however, the Receiver allegedly accepted Hignell's offer to
24	purchase the Americana Lodge more than three months ago. Although Plaintiff appears
25	to contend the property is in escrow, there is no indication in the papers when that
26	escrow is scheduled to close, let alone whether it is imminent.
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1	STANDARD	
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3	The purpose of a temporary restraining order is to preserve the status quo	
4	pending the complete briefing and thorough consideration contemplated by full	
5	proceedings pursuant to a preliminary injunction. See Granny Goose Foods, Inc. v.	
6	Teamsters, 415 U.S. 423, 438-39 (1974) (temporary restraining orders "should be	
7	restricted to serving their underlying purpose of preserving the status quo and preventing	
8	irreparable harm just so long as is necessary to hold a hearing, and no longer"); see also	
9	<u>Reno Air Racing Ass'n., Inc. v. McCord</u> , 452 F.3d 1126, 1131 (9th Cir. 2006); <u>Dunn v.</u>	
10	<u>Cate</u> , No. CIV 08-873-NVW, 2010 WL 1558562, at *1 (E.D. Cal. April 19, 2010).	
11	Issuance of a temporary restraining order, as a form of preliminary injunctive	
12	relief, is an extraordinary remedy, and plaintiffs have the burden of proving the propriety	
13	of such a remedy. See Mazurek v. Armstrong, 520 U.S. 968, 972 (1997). In general,	
14	the showing required for a temporary restraining order and a preliminary injunction are	
15	the same. Stuhlbarg Int'l Sales Co., Inc. v. John D. Brush & Co., Inc., 240 F.3d 832, 839	
16	n.7 (9th Cir. 2001).	
17	The party requesting preliminary injunctive relief must show that "he is likely to	
18	succeed on the merits, that he is likely to suffer irreparable harm in the absence of	
19	preliminary relief, that the balance of equities tips in his favor, and that an injunction is in	
20	the public interest." Winter v. Natural Resources Defense Council, 555 U.S. 7, 20	
21	(2008); Stormans, Inc. v. Selecky, 586 F.3d 1109, 1127 (9th Cir. 2009) (quoting Winter).	
22	The propriety of a TRO in particular hinges on a significant threat of irreparable injury	
23	that must be imminent in nature. Caribbean Marine Serv. Co. v. Baldridge, 844 F.2d	
24	668, 674 (9th Cir. 1988).	
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1	ANALYSIS
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3	The papers submitted by Plaintiff contain no indication of imminent irreparable
4	harm that cannot be remedied by monetary damages. As set forth above, there is no
5	indication that escrow will close on the alleged sale of the property to Hignell, Inc. at any
6	particular time, let alone imminently. While Plaintiff argues that the business in the
7	property that has been built up over the last twelve years will be "eviscerated overnight"
8	once the sale becomes final, the Court cannot justify issuance of the extraordinary
9	remedy represented by a temporary restraining order, particularly without giving
10	Defendants the opportunity to be heard on the matter beforehand, when there is no
11	indication when or if the sale will in fact be finalized.
12	In addition, while Plaintiff's TRO Checklist filed concurrently with his Motion states
13	that there has been no undue delay in applying for a TRO, the Court is not convinced.
14	According to Plaintiff, the disputed sale agreement with Hignell, Inc. was reached on
15	December 1, 2016, more than three months ago. Shree Shiva LLC has therefore been
16	on notice of the impending sale since that time, and Plaintiff himself claims the rights to
17	Shree Shiva were assigned to him by Sales Agreement dated January 28, 2017, more
18	than five weeks ago. It is not clear why Plaintiff waited until March 6, 2016 to move the
19	emergency remedy of a TRO, and Plaintiff has provided no explanation for his delay,
20	which also undermines the argument that any harm he may suffer is imminent and
21	irreparable. Because Plaintiff and Shree Shiva have not treated this situation as an
22	emergency over the preceding three months, this Court declines to do so now. Instead,
23	no satisfactory reason has been offered why this matter should not be fully briefed and
24	considered in the context of a regularly noticed request for PI, as Plaintiff alternatively
25	seeks.
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1 2	CONCLUSION
2	For all of the above reasons, the Court DENIES Plaintiff's Motion (ECF No. 2) to
4	the extent it requests that the Court issue a TRO. A hearing on Plaintiff's alternative
5	request for a PI is, however, set for April 6, 2017, at 2:00 p.m. Plaintiff is directed to
6	provide notice of that hearing date to Defendants not later than March 10, 2017.
7	Defendants' opposition to Plaintiff's Motion must be filed not later than March 24, 2017,
8	and a reply, if any, is due on March 31, 2017.
9	IT IS SO ORDERED.
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11	DATED: March 8, 2017
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15	MORRISON C. ENGLAND, JR UNITED STATES DISTRICT JUDGE
16	UNITED STATES DISTRICT JUDGE
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