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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

William Villa, Villa Realty, Inc. dba Accion
Mortgage, Patricia Villa and Acclaim
Financial Services, Inc.,

Plaintiffs,

vs.

Gretchen Hellar, William Hellar, Diane
Hellar, Hellar Charitable Remainder Trust,
Stephanie Ruiz, Michael Lusby, Collin Cook,
American Contractors Indemnity Company
and Does 1-7,

Defendants.

CASE NO. 10-CV-1885 MMA (WMC)

**ORDER DENYING APPLICATION
FOR TEMPORARY
RESTRAINING ORDER**

On September 9, 2010, Plaintiff William Villa, proceeding *pro se*, filed the instant complaint alleging that Defendants Gretchen Hellar, William Hellar, Diane Hellar, Hellar Charitable Remainder Trust, Stephanie Ruiz, Michael Lusby, Collin Cook, and American Contractors Indemnity Company (collectively “Defendants”), violated the Racketeer Influenced and Corrupt Organizations Act. [Doc.1.] In addition to the filing of his complaint, Plaintiff has also submitted to the Court a petition for a temporary restraining order (“TRO”). Plaintiff seeks to enjoin Defendants from, inter alia, acting as a mortgage lender without a valid license and improperly attaching bonds that do not conform with bond requirements.

Rule 65(b) of the Federal Rules of Civil Procedure provides that a court may issue a TRO without notice to the adverse party only where “specific facts in an affidavit or a verified complaint

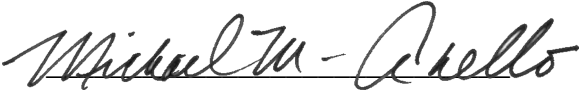
1 clearly show that immediate and irreparable injury, loss, or damage will result to the movant”
2 FED. R. CIV. P. 65(b)(1)(A). The movant must also certify in writing any efforts made to give notice
3 and the reasons why it should not be required. FED. R. CIV. P. 65(b)(1)(B). Moreover, it is this
4 Court’s practice to hear motions for temporary restraining orders *ex parte* only “in extraordinary
5 circumstances.” *Anello Civil Chamber Rule No. II*.

6 As a preliminary matter, Plaintiff has not satisfied the notice requirements set forth in Rule
7 65(b)(1)(B). Here, Plaintiff has not provided any facts to demonstrate the efforts he has made to give
8 notice to the adverse party. Instead, Plaintiff asserts that because he will suffer irreparable injury, the
9 Court should enter an injunction without notice to Defendant. Plaintiff has not supplied specific facts
10 to clearly show that an immediate injury will result, nor has he provided reasons why notice should
11 not be required. In sum, Plaintiff has not demonstrated to the Court’s satisfaction why Plaintiff has
12 not attempted to give notice to Defendants or explained why notice cannot be given.

13 Although the rules imposed are stringent, these restrictions “reflect the fact that our entire
14 jurisprudence runs counter to the notion of court action taken before reasonable notice and an
15 opportunity to be heard has been granted both sides of a dispute.” *Granny Goose Foods, Inc. v. Bhd.*
16 *of Teamsters & Auto Truck Drivers*, 415 U.S. 423, 438–39 (1974). Because Plaintiff has not identified
17 to the Court’s satisfaction the basis for asking the Court to forego notice to Defendant prior to granting
18 injunctive relief, the Plaintiff’s motion for a TRO is **DENIED**.

19 **IT IS SO ORDERED.**

20 DATED: September 10, 2010

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23 Hon. Michael M. Anello
24 United States District Judge