EXECUTIVE ASSESSMENT

Likely denied

On these papers the motion to set aside is likely to be granted and this opposition largely to fail, though probably with conditions favorable to Sohex. Two things decide it: Montez's unconditional affidavit of fault (paragraphs 17 and 18), which triggers the mandatory path and as to which the record contains no evidence of the sham/client-direction exception, and Silva's own August 14 email setting a 5:00 p.m. August 18 response date that Sohex beat by thirty-one hours without telling known defense counsel. The opposition's answer to the mandatory path rests on a sole-cause theory the statute does not adopt, and its answer to the surprise ground rests on a 'radio silence' characterization its own Section II.C disproves (defense counsel wrote back the same day). The impeachment material from the ITW and Power Capital files is real and will dent the Ledezmas' discretionary showing, but it cannot touch the attorney-fault affidavit. Expect: defaults vacated, pleadings deemed filed, leave to cross-complain granted (the cross-claims are compulsory under section 426.50, which the opposition never addresses), and a fee award against Montez under section 473(b) if the court grants on the affidavit, which is where this opposition's remaining value lies and which it currently cannot quantify.

THE DECISIVE FACTS

1. Silva's August 14, 2026, 8:29 p.m. email told defense counsel to advise in writing 'no later than 5:00 p.m. on August 18, 2026' before Sohex would proceed; Sohex requested default at 9:37 a.m. on August 17, before its own stated hour.
2. Montez Decl. para 17 states unconditionally 'I accept full responsibility for Defendants' failure to place responsive pleadings on file,' and para 18 states his conduct 'was a cause in fact of the August 17, 2026 defaults.'
3. Roemer & Harnik was retained August 11, 2026, six days before entry; a protective answer in that window would have prevented the defaults.
4. Defendants were served May 21, 2026, their response was due June 22, 2026, and nothing was filed for fifty-six days, fifty of them before any lawyer was retained.

5 Defense counsel did respond in writing on August 14 at 5:24 p.m., invoking Lasalle, stating pleadings were being prepared, and proposing September 4.

6 Defendants' completed answer, cross-complaint and demurrer reached the clerk at approximately 11:24 a.m. on August 17, about two hours after the default request, and were rejected only because of the defaults.

7 Silva's counsel sent a settlement proposal directly to the then-unrepresented Ledezmas on August 10, 2026; they retained counsel the next day.

8 Omega's default was entered in the ITW case July 9, 2026, and Montoya was personally served June 12, 2026 with a domesticated New York default judgment of $168,319.60.

RISK BY ISSUE

Mandatory relief under section 473(b) on Montez's affidavit of fault: the sole-cause argument

HIGH RISK OF LOSING

The statute and Benedict require only cause in fact, and the opposition effectively concedes Montez's choices explain the final six days.

Mandatory relief: attack on the conditional phrasing of Montez Decl. para 18

HIGH RISK OF LOSING

Paragraph 17 is unconditional and Martin Potts rejects magic-words requirements; a judge reads the declaration whole.

Mandatory relief: the exception (affidavit as cover for client conduct)

HIGH RISK OF LOSING

The record contains no evidence of client instruction to delay, non-cooperation, or withheld information after August 11.

Discretionary relief based on surprise from the August 14 email

HIGH RISK OF LOSING

Sohex set the hour and beat it without notice to known counsel; no Silva declaration explains the acceleration.

Discretionary relief based on the clients' fifty-six day delinquency and claimed unfamiliarity

STRONG

Lay misunderstanding over fifty-six days is thin, and the December 2025 'assistance of legal counsel' email and July 28 case management statement undercut it.

Lasalle/Shapell duty to warn, as limited by the 'live, unexpired right to respond' rule

HIGH RISK OF LOSING

Neither opinion states that limitation, and the rule is quoted from counsel's own email rather than a holding.

Compliance with section 587

STRONG

The CIV-100 mailing satisfies the statute, but this defeats only a voidness challenge and reaches none of the equitable or mandatory grounds.

Prejudice to Sohex from vacating

HIGH RISK OF LOSING

Two rounds of motion practice and a reset case management conference, unquantified, is the ordinary cost of litigating.

Denial or limitation of leave to file Omega's cross-complaint

HIGH RISK OF LOSING

The claims arise from the same CRM contract and are compulsory under section 426.50, requiring leave absent bad faith, which the brief never addresses.

Conditional relief: fees and the subdivision (c)(1) penalty

MODERATE RISK

Fee-shifting is mandatory if relief is granted on the affidavit, but the Silva declaration gives no figure to award.

> TURNS ON DISCRETION Discretion on the discretionary path leans toward relief because Rappleyea directs doubts to the merits and because Sohex jumped its own deadline against known counsel; the fifty-six days will affect conditions, not outcome. What would move it: a Silva declaration explaining the acceleration and establishing he never committed to wait, plus a quantified fee demand. The mandatory path is not discretionary at all, which is why the opposition's realistic objective is conditions and fees.

ENTERPRISE SOHEX INNOVATIONS, LLC V. JORGE LEDEZMA MONTOYA, YESSENIA LEDEZMA, AND OMEGA TRUSS SYSTEMS, INC.: OPPOSITION TO DEFENDANTS' MOTION TO SET ASIDE CLERK'S ENTRIES OF DEFAULT ANSWERING MOTION.PDF

STRONGEST FEATURES · 5

What the filing does well on the merits, and should keep and lead with.

P. 14 · ¶ 48

The pre-retention delinquency is undisputed and documented by the movants' own declaration.

> *Fifty of those days passed before Defendants retained any attorney. (Montez Decl. ¶ 2.)*

WHY IT WORKS Defendants' declarations offer only subjective misunderstanding to cover it, and their own exhibits show warnings of suit in December 2025 and a case management statement in July 2026.

USE Lead with it against the discretionary ground only, and say expressly that it goes to the weight of the Ledezmas' declarations and to conditions, not to Montez's causation affidavit.

P. 10 · ¶ 37

Judicially noticeable entries of default against Omega and against Montoya personally directly impeach a sworn sentence in the moving declarations.

> *Omega never answered, demurred, or otherwise appeared, and the clerk entered its default on July 9, 2026 (Silva Decl., Ex. 1 [Request for Entry of Default]; Ex. 2 [Register of Actions]), before Mr. Montoya swore, on his August 19, 2026 Declaration, that he had "little familiarity with court deadlines or what happens when a response is not filed within the time stated in a summons."*

WHY IT WORKS Defendants cannot deny the court records, and no declaration from either Ledezma explains them.

USE Narrow it: offer the noticed entries and judgment as impeachment of Montoya Decl. para 4 and Ledezma Decl. para 3 on knowledge of consequences, not as a 'habitual defaulter' character case, and drop reliance on the process server's and New York counsel's hearsay recitals.

P. 12 · ¶ 42

The August 3, 2026 settlement email, disclosing a $216.95 balance and seeking a payment plan, says nothing about the $85,000 refund claim now advanced.

> *Nowhere did she mention the "substantial defenses and affirmative claims" her declaration now describes, including Omega's claim that it is owed a refund of approximately $85,000.*

WHY IT WORKS It is the movants' own contemporaneous writing two weeks before default and cuts at the meritorious-defense and good-faith showing.

USE Use it in support of the conditions request and any bad-faith argument on leave to cross-complain, not as proof the defense is fabricated; a settlement overture is not a pleading.

P. 15 · ¶ 52

Statutory notice under section 587 was satisfied, so the defaults are not void or defective on their face.

> *Sohex complied: its Request for Entry of Default reflects that a copy was mailed to Andrew Montez, Esq. on August 17, 2026, the day it was filed.*

WHY IT WORKS Defendants never argue otherwise, and the mailing is on the CIV-100 they filed.

USE State expressly what it defeats (any voidness or defective-notice theory) and concede it does not reach the Lasalle equities or the surprise ground, so the court does not read the section as overbroad.

P. 19 · ¶ 65

Separating leave to cross-complain from relief from default preserves a fallback even if the defaults are vacated.

> *Leave should be considered separately, on a showing of diligence, not granted automatically as a byproduct of relief from default.*

WHY IT WORKS Defendants' papers offer only relatedness, with no diligence showing for claims accrued in September 2025.

USE Keep the separation but reframe under section 426.50 and bad faith, and ask for a schedule and fees rather than outright denial, which is unlikely to be given.

PRINCIPAL WEAKNESSES · 11

The vulnerable propositions, ranked by what decides the motion, each with the other side's counter and the correction.

P. 16 · ¶ 56

WOULD LOSE ON THIS

OPPOSING COUNSEL

> *A default the client's own delinquency has already earned is not "caused," within the meaning of section 473, subdivision (b), by an attorney's later tactical choices.*

ISSUE This treats attorney fault as needing to be the sole or original cause. Benedict, which the brief itself cites, holds attorney error combining with nonintentional client mistake still triggers mandatory relief if it is a cause in fact.

COUNTER Reply: Montez was retained six days before entry, a protective answer on August 12 would have prevented it, and the opposition concedes his choices 'explain at most six additional days,' which is a concession of cause in fact.

CORRECTION Replace the sole-cause framing with: 'Mandatory relief requires that counsel's conduct caused this default, not merely post-dated it; Cisneros, 37 Cal.App.4th at pp. 909-913, denies relief where the default is not attributable to counsel,' and then argue the exception on whatever client-conduct evidence exists.

P. 16 · ¶ 56

WOULD LOSE ON THIS

THE BENCH

> *Second, the declaration's language does not manifest the "genuine, unequivocal admission" of fault the mandatory provision requires even as to the six post-retention days: Mr. Montez states only that "[t]o the extent my reliance, judgment, timing, or failure to submit a protective pleading sooner constituted mistake, inadvertence, surprise, or neglect, it was mine."*

ISSUE The attack quotes the hedged sentence and passes over paragraph 17 ('I accept full responsibility') and the unconditional causation clause in the same paragraph 18.

COUNTER Reply: Martin Potts, 244 Cal.App.4th at pp. 438-439, rejects magic-words requirements and asks only whether counsel attested the default was his fault; read whole, the affidavit is adequate.

CORRECTION Drop the hedging attack and concede the affidavit's facial sufficiency, then argue that the attested fault (reliance on an email after the statutory deadline had long run) cannot be the legal cause of a default the clients had already earned.

P. 2 · ¶ 12

MATERIALLY WEAKENS

PROCEDURAL

> *Defendants never responded, never called, and never gave notice that a filing was imminent; they simply tried, in silence, to e-file three pleadings after default was already entered.*

ISSUE Contradicted by the filing's own Section II.C and Exhibit C: defense counsel responded in writing at 5:24 p.m. on August 14, invoking Lasalle and proposing September 4.

COUNTER Reply: an opposition that overstates the record on a point the Court can verify in two exhibits should not be trusted on the rest of its credibility attack.

CORRECTION Replace with: 'Defendants did not answer Sohex's 8:29 p.m. August 14 request that they advise whether they would file a noticed motion, and gave no notice that a filing was imminent on August 17.'

P. 15 · ¶ 53

MATERIALLY WEAKENS

PROCEDURAL

> *Sohex acknowledges the timing invites a closer look: Defendants had three full calendar days (the evening of August 14 through the morning of August 17) during which defense counsel had represented a response was "actively preparing" and requested an extension to September 4, then went silent.*

ISSUE The 'three full calendar days' were a Friday evening and a weekend, containing no court day, and Sohex filed on the first court day while its own 5:00 p.m. August 18 deadline was still running.

COUNTER Reply: treating a weekend as abandonment, after counsel said pleadings were in preparation, is the Lasalle vice of using the window you created to gain advantage.

CORRECTION Delete 'three full calendar days' and 'went silent'; state only that Defendants did not answer the specific August 18 inquiry and did not make a protective filing.

> TURNS ON DISCRETION On a weekend-only gap against a plaintiff who beat its own deadline, discretion runs to relief; only evidence Sohex reserved the right to file earlier would change it.

P. 9 · ¶ 33

MATERIALLY WEAKENS THE BENCH

> *Defense counsel responded by accusing Sohex's counsel of an ethical violation under Lasalle v. Vogel (2019) 36 Cal.App.5th 127, and proposed that Defendants be given until "no later than September 4, 2026" to file responsive pleadings.*

ISSUE Sohex's own August 14 email directed counsel to 'a properly noticed motion under Code of Civil Procedure section 473(b)' when no default existed, which supports Montez's reading that nothing was imminent before August 18.

COUNTER Reply: Montez Decl. para 7 makes exactly this point; pointing counsel to post-default relief while promising to act after August 18 is why the email read as a standstill.

CORRECTION Add a sentence in the Silva declaration explaining what a section 473(b) motion on August 14 would have sought, or concede the reference was loose and argue the 'without further notice' language still signaled default was coming.

> TURNS ON DISCRETION Read whole, the August 14 exchange favors Defendants' reliance; only a contemporaneous reservation of the right to file earlier would move it.

P. 14 · ¶ 49

MATERIALLY WEAKENS OPPOSING COUNSEL

> *Sohex's counsel told defense counsel, before requesting default, that the duty those cases recognize "applies only where opposing counsel's identity is known to the plaintiff before entry of default and where the opposing party still retains a live, unexpired right to respond."*

ISSUE The limitation is counsel's own email quoted back as if it were law; neither Lasalle nor Shapell states it, and in Lasalle the response time had already run.

COUNTER Reply: a rule stated in a lawyer's own email is not authority, and Shapell turns on knowledge of counsel's identity, not a live deadline.

CORRECTION Strike the self-quotation as a statement of law and distinguish on facts: Lasalle involved a one-day warning, Shapell no communication at all, whereas Sohex waited nearly eight weeks, warned in writing on August 14, and mailed the CIV-100 to counsel.

P. 18 · ¶ 62

MATERIALLY WEAKENS THE BENCH

Sohex does not concede the point: it has prepared two rounds of default-related practice, and reopening resets a litigation track proceeding toward a scheduled case management conference.

ISSUE Prejudice is unquantified: no dollar figure, no trial date, no lost evidence, no judgment. This also forfeits leverage on the fee award that is mandatory if relief is granted on the affidavit.

COUNTER Reply: no trial date is set, pleadings were served the same afternoon, and a reset case management conference is not legal prejudice.

CORRECTION Add a Silva declaration itemizing hours and rates for the default request and this opposition and identifying the affected case management conference date, and reframe the section as the basis for conditions rather than denial.

> TURNS ON DISCRETION Prejudice as framed will not defeat relief, but a specific number will likely be awarded as a condition; file the itemization.

P. 19 · ¶ 65

MATERIALLY WEAKENS PROCEDURAL

The Court should also deny, or at minimum decline to grant on this record, Omega's request for leave to cross-complain under Code of Civil Procedure section 428.50, subdivision (c), which commits leave to the Court's discretion "in the interest of justice" and weighs undue delay.

ISSUE The proposed claims arise from the same CRM contract pleaded in the Complaint, so they are compulsory and governed by section 426.50, under which leave must be granted absent bad faith; the brief never mentions that statute.

COUNTER Reply: section 426.50 is liberally applied, there is no trial date, and delay alone cannot support denial.

CORRECTION Address section 426.50 expressly and argue bad faith from the August 3 settlement email's silence on the $85,000 claim, or abandon denial and ask only for a separate hearing, a schedule, and fees.

> TURNS ON DISCRETION A judge who vacates will almost certainly grant leave in the same order; only a concrete bad-faith showing moves it, and the current material is thin.

P. 13 · ¶ 45

MATERIALLY WEAKENS OPPOSING COUNSEL

> *Defendants may invoke Berri v. Rogero (1914) 168 Cal. 736, 740, for the proposition that "very slight" evidence can justify discretionary relief.*

ISSUE The opposition never addresses section 473(a)(1), one of the three bases in Defendants' notice; an unopposed path to the same relief is the easiest for a court to take.

COUNTER Reply: our notice moves under sections 473(a)(1) and (b) and 428.50(c), and subdivision (a)(1) expressly authorizes allowing an answer after the statutory time.

CORRECTION Add a short section: 'Section 473(a)(1) authorizes enlargement of time to answer; it does not authorize vacating a default already entered, which is governed exclusively by subdivision (b).'

> TURNS ON DISCRETION Silence makes a grant easier to write; an express argument that subdivision (a)(1) cannot vacate an entered default would close the easy path.

P. 18 · ¶ 61

MATERIALLY WEAKENS PROCEDURAL

> *The record instead suggests the gap was spent negotiating, not litigating: Sohex's counsel sent a settlement proposal directly to the Ledezmas on August 10, 2026, seven days before default (Ex. A to Motion), a considered choice, not excusable neglect.*

ISSUE This volunteers Defendants' best fact: Sohex's own counsel was negotiating directly with then-unrepresented defendants a week before taking their default, corroborating their claimed belief the matter remained informal.

COUNTER Reply: Sohex itself treated the dispute as live and informal, the Ledezmas retained counsel the next day, and Sohex never warned them default was coming until counsel appeared.

CORRECTION Pair the concession with the disabling fact: state whether the August 10 proposal disclosed that the response time had expired, and point to the December 22, 2025 written warning of suit.

> TURNS ON DISCRETION This fact is the strongest support for the 'very slight evidence' standard; only a pre-August 10 written warning that default was imminent would cut the other way.

P. 3 · ¶ 14
CLEAN-UP
PROCEDURAL

> *These five grounds are each independently dispositive and are developed fully below.*

ISSUE Section 587 compliance and absence of prejudice are defensive points that defeat nothing standing alone; a defendant showing excusable neglect wins despite perfect section 587 compliance.

COUNTER Reply: the court should discount a brief that labels two non-dispositive points as independently dispositive.

CORRECTION Change to: 'Grounds one, three and four each independently require denial; grounds two and five defeat the affirmative points on which Defendants rely.'

MISSING FACTS AND EVIDENCE · 6

What the record should contain and does not: the questions the court will ask that the declarations do not answer.

1
P. 20 · ¶ 76

Mr. Silva, you set the hour. Why did you not wait the thirty hours you had told opposing counsel you would wait?

THE GAP No declarant explains why Silva filed thirty-one hours before the 5:00 p.m. August 18 hour he set, or what he understood that email to commit him to.

> *On August 17, 2026, at approximately 9:37 a.m., I caused a Request for Entry of Default to be filed against all three Defendants after Sohex had received no written response of any kind to my August 14, 2026 correspondence, and after fifty-six days had passed since Defendants' response to the Complaint had fallen due.*

NEEDED A supplemental Silva declaration stating what he intended by 'Absent a response, or the prompt filing of such a motion,' what he knew on August 14 to 17 about Defendants' pleading preparation, and the reason for filing on the morning of the 17th.

2
P. 16 · ¶ 56

What evidence do you have that this affidavit is a cover for the clients rather than a genuine admission?

THE GAP Mandatory relief yields only if the affidavit is a cover for client conduct; the record has no evidence of client instruction to delay, non-cooperation after August 11, or information withheld from counsel.

> *Even crediting at face value Mr. Montez's statement that "I accept full responsibility for Defendants' failure to place responsive pleadings on file before Sohex submitted its request for entry of default" (Montez Decl. ¶ 17), that admission cannot satisfy the statute: nothing Roemer & Harnik LLP did or failed to do between August 11 and 17, 2026 explains why Defendants were already in default for fifty days before that firm was retained.*

NEEDED Evidence from Defendants' own papers or discovery that the clients directed delay after August 11; absent it, concede the affidavit and fight only legal causation.

3
P. 18 · ¶ 62

What is the number, and what date on this court's calendar moves if I vacate?

THE GAP No amount, no calendared date, no lost evidence, and no itemization of the fees that would be the mandatory condition of relief.

> *Sohex does not concede the point: it has prepared two rounds of default-related practice, and reopening resets a litigation track proceeding toward a scheduled case management conference.*

NEEDED A Silva declaration itemizing hours and rates for the default request and this opposition, identifying the case management conference date, and stating any concrete loss.

4
P. 18 · ¶ 61

Did your August 10 settlement proposal to the then-unrepresented Ledezmas disclose that their response time had lapsed and that default was coming?

THE GAP Nothing states what the August 10 proposal said, in particular whether it disclosed that the response time had expired or that default would be sought.

> *The record instead suggests the gap was spent negotiating, not litigating: Sohex's counsel sent a settlement proposal directly to the Ledezmas on August 10, 2026, seven days before default (Ex. A to Motion), a considered choice, not excusable neglect.*

NEEDED Silva's declaration attaching the August 10 email (terms redactable) and stating whether it warned of default.

5
P. 10 · ¶ 37

When did Mr. Montoya or Ms. Ledezma personally learn that a default had been entered against Omega in the ITW case?

THE GAP Nothing ties either declarant's personal knowledge of the ITW default to a date before August 19, 2026, which is what makes the exhibit impeaching rather than merely colorful.

> *Weeks before Mr. Montoya and Ms. Ledezma executed the declarations supporting this Motion, Omega defaulted in an unrelated but strikingly similar Riverside County collections action.*

NEEDED The ITW CIV-100 mailing page showing the addressee and address, or the register entry for notice of default, tied by declaration to Omega's office address.

6

P. 9 · ¶ 34

Counsel told you in writing he was preparing responsive pleadings. How is that consistent with 'nothing in the record'?

THE GAP The filing never reconciles this with the August 14, 5:24 p.m. email in which counsel said the pleadings were being prepared.

> *Nothing in the record shows Defendants advised Sohex, in writing or otherwise, that they intended to file anything on August 17, 2026, or at any other time before Sohex requested entry of default.*

NEEDED A declaration quoting the 5:24 p.m. email and explaining what Silva understood it to say about an intended filing date, or a narrowing of the assertion to notice of a filing on that specific morning.

COVERAGE OF THE PAPERS ANSWERED · 13

Every argument in the motion, matched to where this filing meets it. An argument left unanswered is conceded by silence in most courts.

MET

P. 8 · ¶ 30

Ledezmas mistakenly believed the business dispute could be resolved directly through negotiation rather than formal litigation, excusing their failure to respond as lay, unsophisticated business owners.

answering page 5, para 30

The filing shows the Ledezmas had legal assistance reviewing the dispute since December 2025 and received a case management statement, undercutting the naivete claim.

MET

P. 16 · ¶ 53

Defendants' counsel reasonably relied on Sohex's August 14 letter stating a response deadline of 5:00 p.m. on August 18, 2026, and was surprised when Sohex requested default on the morning of August 17.

answering page 6, para 33

The filing quotes the 'without further notice' language and argues it never promised to withhold filing until the deadline, only invited a response.

MET

P. 14 · ¶ 49

Plaintiff's counsel had an ethical and statutory duty under Lasalle and Shapell to warn known, represented opposing counsel before seeking default, and failed to do so, amounting to a race to the courthouse.

answering page 9, para 42

The filing distinguishes Lasalle and Shapell on the ground that Defendants' right to respond had already expired fifty days before counsel appeared, so no live right existed to protect.

MET

P. 15 · ¶ 53

Plaintiff's conduct in filing before its stated deadline without warning constitutes 'sharp tactics' that a court should not reward.

answering page 9, para 42

The filing reframes the one-day gap as consistent with its reserved right to proceed 'without further notice' and ties it to the preceding fifty-six days of silence.

MET

P. 16 · ¶ 56

Counsel's sworn affidavit of fault (reliance on Sohex's deadline, decision to complete coherent pleadings rather than a protective filing, failure to seek emergency relief) triggers mandatory relief under section 473(b) because it was a cause in fact of the default.

answering page 9, para 43

The filing argues causation fails because the default was already complete before counsel was retained and attacks the affidavit's conditional phrasing as not a genuine admission.

MET

P. 17 · ¶ 58

Under Benedict v. Danner Press, mandatory relief remains available when nonintentional client mistake and attorney error combine to cause default, so long as counsel's conduct is a cause in fact, and this case differs from Cisneros because counsel was retained before default.

answering page 10, para 45

The filing turns the Cisneros distinction around, arguing the default was already fully formed seven weeks before counsel appeared for reasons unrelated to any lawyer.

MET

P. 18 · ¶ 62

There is no prejudice to Sohex from vacating the defaults: no trial date is set, no evidence has been lost, and Sohex's only claimed harm is having to litigate the merits.

answering page 10, para 46

The filing disputes 'no prejudice' by citing prepared default-related practice and a disrupted case-management track, and argues prejudice was never Defendants' burden to disprove in the first place.

PARTLY MET

P. 12 · ¶ 42

Omega presents a substantial, good-faith affirmative claim that it paid approximately $85,000 for a CRM system Sohex never completed or transferred, justifying relief on the merits.

answering page 10, para 46

The filing attacks the credibility of the $85,000 claim by contrasting it with Ledezma's settlement email disclosing a $216.95 bank balance, but never addresses the substance of the CRM non-performance allegation itself.

UNANSWERED

The individual defendants' proposed demurrer shows the Complaint alleges only a contract and services involving Omega, not personal promises or guarantees by Jorge or Yessenia individually, so default against them in particular should be set aside.

answering page 10, para 46

Nothing in the filing addresses the individual defendants' no-personal-guarantee theory; it should add argument that the individual capacity issue is a merits question for a motion to quash or demurrer, not grounds to excuse default.

UNANSWERED

Defendants acted with immediate diligence in bringing this Motion, having completed and attempted to file responsive pleadings within six days of retaining counsel and before any default judgment was entered.

answering page 8, para 39

The filing never disputes the timeliness of the Motion itself; it should note that diligence after default does not cure the antecedent fifty-six days of inaction, to prevent the point being read as conceded.

MET

P. 19 · ¶ 63

Leave to file Omega's cross-complaint should be granted under section 428.50(c) because adjudicating the parties' competing contract claims in one action avoids duplication and inconsistent results.

answering page 11, para 48

The filing argues the proposed claims were available since September 2025 and that leave should require a separate showing of diligence rather than following automatically from relief from default.

UNANSWERED

If a default judgment is entered before the Motion is heard, Defendants request that it also be vacated under section 473(b), and ask the Court to stay any default judgment application pending the Motion.

answering page 2, para 21

The filing does not address the request to stay entry of default judgment pending the Motion; it should state Sohex's position on a stay or note none is needed if no judgment has been sought.

MET

P. 9 · ¶ 33

Mr. Silva's silence about accelerating his own stated timetable, after Defendants' counsel explicitly invoked Lasalle and asked Sohex to refrain from requesting default, shows intentional concealment rather than mere timing.

answering page 7, para 35

The filing's own declaration and brief lay out the full email chain, including the 8:29 p.m. email reserving the right to proceed without further notice, to rebut the concealment characterization.

LIKELY REPLY ARGUMENTS · 8

What the reply will say, argued from the papers already on file.

> *Sohex set the date, then beat it: it told represented counsel in writing that nothing would happen before 5:00 p.m. on August 18 and took three defaults at 9:37 a.m. on August 17, and no amount of our clients' earlier delay converts that into a default counsel's reliance did not cause.*

1	*Answering page 10, para 45; Montez Decl. paras 17 to 18; Opposition p. 16, para 56*	Mandatory relief turns on cause in fact, not sole cause; Montez's unconditional admission plus six days in which a protective answer would have prevented entry is enough under Benedict, and the opposition concedes his choices account for the last six days. MEET IT Concede the affidavit's facial sufficiency and argue under Cisneros that the default here was not attributable to counsel because the clients had already forfeited the right to respond before retention.
2	*Answering page 9, para 42; Montez Decl. paras 6 to 10*	Sohex acted before its own stated deadline against known counsel, which is the Lasalle and Shapell vice; the 'live, unexpired right to respond' limitation appears in no opinion, only in Silva's email. MEET IT Abandon the self-quoted rule and distinguish on facts: eight weeks of waiting, written notice on August 14, and the CIV-100 mailed to counsel the day of filing.
3	*Montez Decl. paras 8 to 9; Opposition p. 2, para 12 and p. 9, para 33*	Defendants did respond in writing on August 14; the opposition's 'never responded' and 'no written response of any kind' are disproved by its own Section II.C and the Silva declaration contradicts itself. MEET IT Narrow both statements now to the absence of any answer to the 8:29 p.m. request and of any notice of an imminent filing.
4	*Answering pages 15 and 17 declarations; Opposition pp. 10 to 12*	The other-case records are hearsay offered for the truth, improper character evidence, and establish nothing about either declarant's knowledge in June 2026, since the ITW default entered July 9, 2026. MEET IT Limit the request to noticed entries and judgments and offer them solely to impeach Montoya Decl. para 4 on knowledge of consequences.
5	*Answering page 10, para 46*	Claimed prejudice is the ordinary cost of litigating: no trial date, no judgment, pleadings served the same afternoon, motion filed two days after entry. MEET IT Reframe the section as support for fee conditions and file an itemized fee declaration.

6

Answering page 2, para 21; page 11, para 48

Section 473(a)(1) independently authorizes allowing an answer after the statutory time, and the opposition says nothing about it.

MEET IT Add one paragraph arguing subdivision (a)(1) enlarges time but cannot vacate a default already entered.

7

Answering page 11, para 48

The cross-claims arise from the same CRM agreement and should be heard in one action; splitting them produces a separate suit and consolidation.

MEET IT Shift to section 426.50 and argue bad faith from the August 3 settlement email's silence on the $85,000 claim, while asking for a schedule rather than denial.

8

Montez Decl. para 7

Silva's August 14 email told counsel to bring a section 473(b) motion when no default existed, confirming counsel's reading that none was imminent before August 18.

MEET IT Explain in a supplemental declaration what that reference meant, or concede it was loose and rely on the 'without further notice' language.

PROCEDURAL AND PRESENTATION ISSUES · 11

Standing, timeliness, waiver, the standard of review, record support, local rules and format, then spelling, citation form, internal consistency and numbering.

Checked against the Superior Court of California, County of San Diego, Local Rules as published by the court (fetched 2026-10-10), 14 rules retrieved for this filing: 2.1.2, 2.1.4, 2.1.4.1, 2.1.7, 2.1.8, 2.1.14, 2.1.18, 2.1.19, 2.1.20, 2.3.3.6, 2.5.6, 2.5.8, 2.5.9, 2.5.10.

Checked against the California Rules of Court as published by the court (fetched 2026-10-10), 17 rules retrieved for this filing: 2.102, 2.103, 2.104, 2.105, 3.1110, 3.1112, 3.1113, 3.1114, 3.1115, 3.1116, 3.1300, 3.1302, 3.1304, 3.1306, 3.1308, 3.1310, 3.1312.

P. 20 · ¶ 76

MATERIALLY WEAKENS THE BENCH

> *On August 17, 2026, at approximately 9:37 a.m., I caused a Request for Entry of Default to be filed against all three Defendants after Sohex had received no written response of any kind to my August 14, 2026 correspondence, and after fifty-six days had passed since Defendants' response to the Complaint had fallen due.*

ISSUE Montez's 5:24 p.m. August 14 email was a written response to that correspondence; the declaration's 'no written response of any kind' is sworn and verifiably overstated, and it never explains why Silva filed before his own hour.

COUNTER Reply: the declarant's own brief describes the 5:24 p.m. email at page 9; the characterization cannot be reconciled.

CORRECTION Amend the declaration to say no response was received to the 8:29 p.m. August 14 request, and add paragraphs stating what Silva understood that email to commit him to and why he filed on the morning of August 17.

P. 10 · ¶ 37

MATERIALLY WEAKENS PROCEDURAL

> *Omega was served by substituted service on May 18, 2026, through Jorge Ledezma Montoya as Omega's own designated agent for service, with the papers left with Yessenia Ledezma, described in the process server's declaration as the office "Clerk … Authorized To Accept Service Of Process."*

ISSUE Judicial notice under Evidence Code section 452(d) reaches the existence and legal effect of court records, not the truth of hearsay recitals inside them; nothing shows either declarant personally knew of the ITW default when signing.

COUNTER Reply: hearsay and improper other-litigation character evidence under Evidence Code section 1101; a corporate default on substituted service proves nothing about either declarant's familiarity with deadlines.

CORRECTION Limit the request to notice of the fact and date of each entry of default and judgment, cite the concurrently filed Request for Judicial Notice item by item at each point in Sections II.F and II.G, and argue the inference from those facts alone.

> TURNS ON DISCRETION The court will likely notice the entries and discount the naivete story somewhat, while refusing the hearsay recitals; the impeachment affects conditions and the discretionary ground only.

P. 15 · ¶ 52
CLEAN-UP
PROCEDURAL

> *Code of Civil Procedure section 587 requires only that a request for entry of default be accompanied by proof that a copy was mailed to the defendant's attorney of record after filing; it does not require advance notice of an intent to seek default, and expressly provides that "[t]he nonreceipt of the notice shall not invalidate or constitute ground for setting aside any judgment."*

ISSUE Montez Decl. para 10 declares no electronic copy was served, which raises section 1010.6 and rule 2.251 obligations the opposition never addresses, and section 587 compliance reaches none of the equitable grounds.

COUNTER Reply: mailing to counsel while withholding e-service that would have reached him in minutes is the concealment Shapell condemns.

CORRECTION State whether the request was also served electronically on August 17 and, if not, why non-electronic service on an e-filing party was proper, and add that section 587 compliance answers only a voidness challenge.

PRESENTATION · 8

TABLE OF AUTHORITIES Every case and statute listed in the Table of Authorities appears somewhere in the body (Benedict, Berri, Cisneros, Lasalle, Martin Potts, Rappleyea, Shapell, and all cited Code of Civil Procedure sections), and no case or statute cited in the body is omitted from the table.

P. 7 · ¶ 27
CONSISTENCY

> *Defendants' only explanation is that George and Jessy Ledezma, as lay business owners, "did not understand" that ongoing settlement discussions did not toll the deadline (Montoya Decl.*

ISSUE The same person (Jorge Ledezma Montoya) is called by more than one form of the name: "Jorge" (11), "George" (2). The filing defines both short names for one person at paragraph 11 and then alternates between them.

CORRECTION Define one short name for Jorge Ledezma Montoya at first mention and use "Jorge" throughout; replace every "George".

P. 7 · ¶ 27
CONSISTENCY

Defendants' only explanation is that George and Jessy Ledezma, as lay business owners, "did not understand" that ongoing settlement discussions did not toll the deadline (Montoya Decl.

ISSUE The same person (Yessenia Ledezma) is called by more than one form of the name: "Yessenia" (8), "Jessy" (3). The filing defines both short names for one person at paragraph 11 and then alternates between them.

CORRECTION Define one short name for Yessenia Ledezma at first mention and use "Yessenia" throughout; replace every "Jessy".

P. 1 · ¶ 8
CONSISTENCY

PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO SET ASIDE

ISSUE Caption uses singular 'DEFENDANT'S' though three defendants are named and the title elsewhere (e.g., the declaration caption) uses the plural 'DEFENDANTS".

CORRECTION Change to "DEFENDANTS' MOTION TO SET ASIDE" to match the declaration caption.

P. 1 · ¶ 6
CONSISTENCY

IN AND FOR THE COUNTY OF RIVERSIDE

ISSUE Case caption places this Riverside County Superior Court action while this filing is identified as being made in San Diego County Superior Court, an internal venue inconsistency.

CORRECTION Confirm the correct county and conform the caption throughout the filing.

P. 9 · ¶ 49
CITATION FORMAT

Lasalle v. Vogel, supra, 36 Cal.App.5th 127 and Shapell, supra, 85 Cal.App.5th 198

ISSUE "Shapell, supra" is used here as the first in-body mention of that case, but no full citation (party names, year) for Shapell precedes it anywhere in the body text, leaving "supra" without an antecedent.

CORRECTION Insert the full citation at first use: "Shapell SoCal Rental Properties, LLC v. Chico's FAS, Inc. (2022) 85 Cal.App.5th 198" before using "supra" thereafter.

P. 15 · ¶ 51
CITATION FORMAT

consistent with section 583.130's mutual policy of cooperation, which "runs in both directions." (Ibid.)

ISSUE "Ibid." is used to refer back to a citation, but the immediately preceding citation in the same paragraph is to Lasalle/Shapell case law, not to section 583.130, so the antecedent for "Ibid." is unclear and does not match the statute just invoked.

CORRECTION Replace "(Ibid.)" with a direct pincite to the statute, e.g., "(Code Civ. Proc., § 583.130.)"

P. 12 · ¶ 42
TYPO

explained the company had "nearly hav[ing] to close [its] doors due to a severe lack of cash flow,"

ISSUE Grammatically broken sentence combining "had" with "hav[ing]", producing an ungrammatical clause.

CORRECTION Revise to "explained the company was 'nearly having to close its doors due to a severe lack of cash flow,'" or similar grammatically correct phrasing.

P. 19 · ¶ 67
NUMBERING

ENTERPRISE SOHEX INNOVATIONS, LLC

ISSUE Paragraph numbering jumps from paragraph 67 directly to paragraph 70, skipping paragraphs 68 and 69.

CORRECTION Renumber the declaration's opening paragraphs sequentially so no numbers are skipped, or account for the missing paragraphs 68 to 69.

PRIORITIZED RECOMMENDATIONS · 9

Most consequential first.

1 Rewrite Section IV.E to abandon the sole-cause theory: concede the Montez affidavit is facially sufficient under Martin Potts and argue instead, under Cisneros, that the default was not attributable to counsel because the right to respond was forfeited fifty days before retention, while naming the exception (client direction, non-cooperation) and stating what the record would need to show it.

This is the ground most likely to lose the motion, and the current sole-cause and hedged-wording arguments both invite rejoinders from the movants' own cited cases.

2 File a supplemental Silva declaration explaining why Sohex requested default on the morning of August 17 rather than after 5:00 p.m. on August 18, what he understood his own email to commit him to, and what the August 10 settlement proposal said about the lapsed deadline.

The bench's first question is the unexplained acceleration, and no declarant now addresses it; without it, the surprise ground is effectively unopposed.

3 Delete 'never responded,' 'no written response of any kind,' 'went silent' and 'three full calendar days,' and replace with the narrow and accurate statement that Defendants did not answer the 8:29 p.m. August 14 request and gave no notice of an imminent filing.

Each is disproved by the filing's own Section II.C and Exhibit C, and a verifiable overstatement will cost credibility across the credibility attack.

4 Strike the self-quoted 'applies only where' rule and distinguish Lasalle and Shapell on their facts instead.

Neither opinion states that limitation, and quoting counsel's own email as authority is circular and will be called out.

5 Add a short section addressing section 473(a)(1), arguing it enlarges time to answer but cannot vacate a default already entered.

Defendants moved on that basis and the opposition leaves it untouched, giving the court an unopposed path to the relief.

6 Reframe Section IV.H under section 426.50, argue bad faith from the August 3 settlement email, and ask for a separate hearing and a schedule rather than outright denial.

The cross-claims are compulsory and arise from the same CRM contract, so denial on undue delay alone is very unlikely.

7 File an itemized fee declaration with hours, rates and the affected case management conference date, and reposition the prejudice section as support for conditions under section 473(b) and (c)(1).

Fee-shifting is mandatory if relief is granted on the affidavit, and the court cannot award a number the record does not contain.

8 Narrow Sections II.F and II.G to judicially noticed entries of default and judgments, cite the concurrently filed Request for Judicial Notice item by item, and state expressly that the evidence impeaches Montoya Decl. para 4 on knowledge of consequences rather than showing a pattern.

The hearsay recitals from the other files are vulnerable, and the character framing invites an Evidence Code section 1101 objection that could sweep away the whole section.

9 Correct the 'one week earlier' chronology for the December 22, 2025 email, fix the Shapell 'supra' without a prior full cite, the stray 'Ibid.' after case law, and the venue inconsistency in the caption.

Small verifiable errors in a brief whose theme is that the other side's account does not match the record give the reply an easy opening.

BOTTOM LINE

This opposition is strongest where it is narrowest: the undisputed fifty-six day delinquency, fifty of it pre-retention, plus judicially noticeable defaults in two other matters, will damage the Ledezmas' excusable-neglect showing and should hold the discretionary ground. It is unlikely to overcome the two things that actually decide the motion: Montez's facially sufficient affidavit of fault, against which the record contains no evidence of the sham or client-direction exception, and Silva's own August 14 email setting a deadline Sohex beat by thirty-one

hours without telling known counsel. The brief also overstates in places its own exhibits disprove ('never responded,' 'no written response of any kind'), leaves section 473(a)(1) unanswered, and treats section 587 compliance and absent prejudice as dispositive when they are not. Revise it to concede what cannot be won, close the subdivision (a)(1) gap, explain the acceleration under oath, and pivot the remaining effort to what is realistically obtainable: fees and the subdivision (c)(1) penalty as conditions of relief, and a separate, scheduled hearing on leave to cross-complain.

CASE & CODE APPLICATION · 15

What the brief claims, what the authority actually says, and whether the use of it holds up on these facts. Accuracy and application are different questions.

P. 14 · ¶ 45, P. 18 · ¶ 62

LOAD-BEARING

Code Civ. Proc., § 473, subd. (b) CAL. LEGISLATURE

BRIEF CLAIMS States the discretionary and mandatory relief standards, and that absence of prejudice is not the test.

SUPPORTS Section 473(b) sets out discretionary relief for mistake, inadvertence, surprise, or excusable neglect, and mandatory relief based on an attorney's affidavit of fault; it contains no mention of prejudice to the opposing party as a factor, consistent with the brief's characterization. Read against the version in force today; a different version becomes operative on 2027-01-01.

SOUND The statute does supply both paths and says nothing about prejudice, which is exactly how the brief uses it.

P. 15 · ¶ 52
LOAD-BEARING

Code Civ. Proc., § 587 CAL. LEGISLATURE

BRIEF CLAIMS Sohex's mailing of the default request satisfied statutory notice.

SUPPORTS Section 587 requires an affidavit showing the default application was mailed to the defendant's attorney of record (or defendant) with the mailing date, requires no advance notice, and states nonreceipt does not invalidate or ground setting aside a judgment, matching the brief's description.

OVERSTATED Compliance is established, but the brief implies it answers the motion; it defeats only a voidness or defective-notice theory, not the surprise or Lasalle grounds, and it does not address e-service under section 1010.6.

CORRECTION Add: 'Section 587 compliance defeats any contention that the defaults are void for defective notice; it does not, by itself, answer Defendants' surprise argument.'

P. 19 · ¶ 65
LOAD-BEARING

Code Civ. Proc., § 428.50, subd. (c) CAL. LEGISLATURE

BRIEF CLAIMS Leave to file a late cross-complaint is discretionary and may be denied for undue delay.

SUPPORTS Subdivision (c) requires leave of court for late cross-complaints and states leave may be granted 'in the interest of justice,' making the decision discretionary; this is consistent with the brief's characterization, though the statute does not explicitly mention 'undue delay' as a factor.

MISAPPLIED The proposed claims arise from the same CRM contract and are compulsory, so section 426.50 governs and requires leave absent bad faith; subdivision (c) is the wrong standard here.

CORRECTION Address section 426.50 and argue bad faith, or drop the request to deny and ask only that leave be heard separately.

P. 7 · ¶ 27
LOAD-BEARING

Code Civ. Proc., §§ 12, 12a CAL. LEGISLATURE

BRIEF CLAIMS Establishes the June 22, 2026 response deadline computation.

SUPPORTS Section 12 governs computation of time by excluding the first day and including the last, extending to the next day if the last day is a holiday, which includes weekends under section 12a; this matches the brief's attribution. Only § 12 was read; this cite also names § 12a. Check that one by hand.

SOUND The weekend extension is correctly computed and is undisputed by Defendants.

P. 15 · ¶ 51

Code Civ. Proc., § 583.130 CAL. LEGISLATURE

BRIEF CLAIMS Cooperation duties are mutual, not one-sided.

SUPPORTS Section 583.130 states that "all parties shall cooperate in bringing the action to trial or other disposition," expressing a mutual cooperation policy not limited to any one side.

OVERSTATED The statute does state mutual cooperation, but Lasalle invokes it against the party taking default; using it to excuse a plaintiff who jumped its own deadline inverts its use in the case law.

CORRECTION Drop the 'runs in both directions' framing or limit it to the clients' pre-retention inaction rather than to the August 17 filing.

P. 18 · ¶ 63

Code Civ. Proc., § 473, subds. (b), (c)(1)(A)-(B) CAL. LEGISLATURE

BRIEF CLAIMS Authorizes mandatory fee-shifting and a discretionary penalty if relief is granted on the affidavit.

SUPPORTS Section 473(b) mandates fee-shifting when relief is granted based on an attorney's fault affidavit, and subdivision (c)(1)(A)-(B) authorizes the court, in that circumstance, to discretionarily impose a penalty up to $1,000 or direct payment to the State Bar Client Security Fund. Only § 473 was read; this cite also names § 1. Check that one by hand. Read against the version in force today; a different version becomes operative on 2027-01-01.

SOUND This is the filing's most realistic fallback and the statutory basis is accurately stated.

P. 1 · ¶ 11

Evid. Code, § 452, subds. (d), (h) CAL. LEGISLATURE

BRIEF CLAIMS Basis for judicial notice of the other-case records.

SUPPORTS Section 452(d) permits judicial notice of court records, and subdivision (h) permits notice of facts not reasonably subject to dispute and capable of accurate determination from reliable sources, matching the brief's description.

OVERSTATED Subdivision (d) reaches the existence and legal effect of court records, not the truth of the process server's or New York counsel's recitals the brief relies on for knowledge.

CORRECTION Limit the noticed material to the fact and date of each entry of default and judgment and argue the inference from those facts alone.

P. 8 · ¶ 31

Code Civ. Proc., §§ 430.41, 435.5 CAL. LEGISLATURE

BRIEF CLAIMS Identifies the statutory basis for defense counsel's meet-and-confer letter.

SUPPORTS Section 430.41 requires meet-and-confer before filing a demurrer, which is the statutory basis the brief attributes to defense counsel's letter. Only § 430.41 was read; this cite also names § 435.5. Check that one by hand.

SOUND Used only descriptively to characterize Exhibit B, which is accurate and uncontested.

P. 14 · ¶ 45
LOAD-BEARING

Martin Potts & Associates, Inc. v. Corsair, LLC (2016) 244 Cal.App.4th 432, 437-439 CAL. CT. APP. · 2016

BRIEF CLAIMS Mandatory relief requires the attorney's conduct actually caused the default.

SUPPORTS The opinion confirms mandatory relief under section 473(b) requires the default or dismissal be 'in fact caused by the attorney's mistake, inadvertence, surprise, or neglect,' unless it was caused by the client alone.

OVERSTATED The case states the cause-in-fact requirement, but it also rejects magic-words formalism, which undercuts the brief's attack on Montez's phrasing and does not support a sole-cause rule.

CORRECTION Cite it only for the causation element and drop the 'genuine, unequivocal admission' gloss it does not supply.

P. 14 · ¶ 45

Rappleyea v. Campbell (1994) 8 Cal.4th 975, 980-981 CAL. SUPREME COURT · 1994

BRIEF CLAIMS Policy favoring relief exists but review is for abuse of discretion and the movant must still make a showing.

UNVERIFIED The opinion text was not read: the citation service's rate limit was reached. Verify this one by hand.

OVERSTATED The case is primarily the movants' authority; invoking it chiefly supplies the doubt-resolving rule that cuts against this opposition.

CORRECTION Keep the concession brief and pivot immediately to the absence of any evidentiary showing, rather than arguing with the policy.

P. 14 · ¶ 45

LOAD-BEARING

Berri v. Rogero (1914) 168 Cal. 736, 740 1914

BRIEF CLAIMS "Very slight" evidence can justify relief, but not where no showing is made.

SUPPORTS Berri states that where an affidavit of merits is filed and no counter-affidavit opposes it, 'very slight evidence will be required to justify a court in setting aside the default,' addressing the minimal evidentiary showing needed for discretionary relief.

OVERSTATED Berri's 'very slight evidence' language applies where an affidavit of merits is unopposed; here there is a proposed verified answer and cross-complaint, so the standard is more favorable to Defendants than the brief allows.

CORRECTION Narrow to: Berri requires some evidence of excusable mistake, and the declarations supply only subjective misunderstanding contradicted by the parties' own correspondence.

P. 15 · ¶ 49
LOAD-BEARING

Lasalle v. Vogel (2019) 36 Cal.App.5th 127 CAL. CT. APP. · 2019

BRIEF CLAIMS The warning duty applies only where the defendant retains a live, unexpired right to respond.

DOES NOT SUPPORT Lasalle v. Vogel discusses the ethical/now-statutory obligation (via section 583.130) to warn opposing counsel before taking a default and evaluates whether the warning and deadline given were reasonable; it does not frame the duty as existing only where the defendant's right to respond is still 'live,' nor does it articulate such a limitation at all.

MISAPPLIED Lasalle states no such limitation and involved a defendant already past her response date, so the brief's rule is contradicted by the case it cites.

CORRECTION Drop the stated limitation and distinguish Lasalle factually: a one-day warning there, against eight weeks of forbearance and written notice here.

P. 16 · ¶ 56
LOAD-BEARING

Martin Potts & Associates, Inc. v. Corsair, LLC, supra, 244 Cal.App.4th at pp. 437-439; Benedict v. Danner Press (2001) 87 Cal.App.4th 923, 928-932 CAL. CT. APP. · 2001

BRIEF CLAIMS An attorney's admission must have caused the default to trigger mandatory relief.

SUPPORTS Benedict holds that mandatory relief under section 473(b) requires that the attorney's mistake, inadvertence, surprise, or neglect actually (in fact) caused the default, i.e. be a cause in fact, not merely an admission of fault.

MISAPPLIED Benedict is the movants' authority for concurrent causation: attorney error combined with nonintentional client mistake still compels relief, which defeats rather than supports the brief's sole-cause argument.

CORRECTION Stop citing Benedict for this proposition and rely on Cisneros, acknowledging Benedict and distinguishing it on the ground that the forfeiture here predated retention.

P. 17 · ¶ 58
LOAD-BEARING

Cisneros v. Vueve (1995) 37 Cal.App.4th 906 CAL. CT. APP. · 1995

BRIEF CLAIMS Concurrent-causation doctrine does not apply where the default was already complete before counsel's involvement.

PARTIAL Cisneros holds that mandatory relief under section 473 is unavailable where the attorney was retained only after the default was already entered, because the attorney cannot be the 'cause' of a default that predates his involvement; the opinion does not use or discuss any 'concurrent-causation doctrine,' so the characterization is only partially accurate.

OVERSTATED Cisneros is the right case for the proposition that counsel cannot cause a default preceding his involvement, but here counsel was retained six days before entry, so the factual predicate does not match.

CORRECTION Argue the analogy expressly: by August 11 the right to respond was already forfeited, so the entry on August 17 was the ministerial consequence of a pre-retention default.

P. 15 · ¶ 49
LOAD-BEARING

Shapell SoCal Rental Properties, LLC v. Chico's FAS, Inc. (2022) 85 Cal.App.5th 198 CALIFORNIA COURT OF APPEAL · 2022

BRIEF CLAIMS Distinguished as involving a plaintiff who cut off a still-live right to respond.

DOES NOT SUPPORT Shapell itself holds that the plaintiff's counsel never communicated with CFI's known counsel before seeking default, exactly like the facts described in the citing sentence; the opinion does not frame or distinguish the case as involving a plaintiff cutting off a 'still-live right to respond' versus a case with no communication at all, it actually emphasizes Shapell's conduct was even worse than LaSalle's because no notice of any kind was given, not that a right to respond was cut off mid-stream. Found by case name; confirm the volume and page by hand.

MISAPPLIED Shapell turns on the complete absence of communication with known counsel, not on a live response period; the brief's distinction misstates the case and the movants will say so.

CORRECTION Replace with the accurate distinction: in Shapell no notice of any kind was given, whereas Sohex communicated in writing on August 14 and mailed the CIV-100 to counsel the day of filing.

RECORD CITATIONS · 7

P. 7 · ¶ 26, P. 8 · ¶ 30

Ex. A to Motion [Ledezma email, Dec. 15, 2025]

BRIEF ASSERTS Defendants had legal assistance well before the lawsuit was filed, undermining their claim of being litigation novices · Defendants' claimed unfamiliarity with litigation is contradicted by their own correspondence

DOES NOT SUPPORT No Exhibit A was found among the attachments to this filing. Either it was not attached, or the label differs from the citation.

P. 10 · ¶ 36

Ex. D to Motion, pp. 1-2

BRIEF ASSERTS Sohex satisfied the notice requirements of section 587

DOES NOT SUPPORT No Exhibit D was found among the attachments to this filing. Either it was not attached, or the label differs from the citation.

P. 10 · ¶ 37
EXHIBIT 1

Silva Decl., Ex. 1 [Request for Entry of Default]; Ex. 2 [Register of Actions]

BRIEF ASSERTS Omega defaulted in a separate, similar Riverside County collections case shortly before the declarations in this motion were signed

DOES NOT SUPPORT The excerpt is a complaint form (PLD-C-001) for an action in Riverside County, not a Request for Entry of Default or Register of Actions, and contains no information about any default being entered or its timing relative to the declarations.

P. 11 · ¶ 39
EXHIBIT 3

Silva Decl., Ex. 3 [Judgment and Attorney Affirmation of Gene W. Rosen, Esq.]

BRIEF ASSERTS A New York judgment against Montoya and Omega, now being enforced in California, was itself entered on default

DOES NOT SUPPORT The exhibit is the California Notice of Entry of Judgment on Sister-State Judgment, showing the New York judgment amount, date, and case number, but it contains no mention of the judgment being entered on default or any Rosen affirmation describing default.

P. 12 · ¶ 42, P. 18 · ¶ 62
EXHIBIT 5

Silva Decl., Ex. 5 [Ledezma email, Aug. 3, 2026]; Montoya Decl. ¶ 10; Ledezma Decl. ¶ 9

BRIEF ASSERTS Ledezma's settlement email is inconsistent with the defenses and affirmative claims her declaration now asserts · Sohex would suffer prejudice if the defaults were set aside

PARTIAL The exhibit shows Ledezma's settlement emails acknowledging debt and offering to pay, which could be seen as inconsistent with later-asserted defenses, but the cited Montoya Decl. "10" and Ledezma Decl. "9" paragraphs are not included in the text, so the declaration content and any prejudice assertion cannot be verified against this record excerpt.

P. 14 · ¶ 49

Ex. C to Motion [Silva email, Aug. 14, 2026, 8:29 p.m.]

BRIEF ASSERTS Lasalle v. Vogel and Shapell do not apply because Defendants had no live right to respond when counsel appeared

DOES NOT SUPPORT No Exhibit C was found among the attachments to this filing. Either it was not attached, or the label differs from the citation.

P. 19 · ¶ 65

Code Civ. Proc., § 428.50, subd. (c); Ex. H to Motion, ¶ 32

BRIEF ASSERTS Leave to file Omega's proposed cross-complaint should be denied or limited for undue delay

DOES NOT SUPPORT No Exhibit H was found among the attachments to this filing. Either it was not attached, or the label differs from the citation.

FROM THE BENCH · 8

1

P. 16 · ¶ 56

Assume I credit every word of your fifty-six-day narrative. If Mr. Montez had e-filed a bare protective answer on August 12, no default could have been entered on August 17. How is his failure to do so not a cause in fact of these defaults under Benedict, which you yourself cite for the proposition that client and attorney fault can combine?

> *A default the client's own delinquency has already earned is not "caused," within the meaning of section 473, subdivision (b), by an attorney's later tactical choices.*

NEEDS Authority that cause in fact under the mandatory provision is defeated by a client's earlier delinquency even where counsel, after retention, could have prevented the very entry at issue; or, failing that, evidence bringing this within the recognized exception (clients who instructed counsel to delay, withheld information, or did not cooperate). Citation to Benedict's actual holding on concurrent causation, not a characterisation of it.

2

P. 15 · ¶ 53

Your counsel set the 5:00 p.m. August 18 hour himself. What happened between the evening of August 14 and 9:37 a.m. on August 17 that caused him to act before the hour he had set, and why was defense counsel not told?

> *Defendants' Motion turns on a single exchange: Sohex's counsel invited a response by 5:00 p.m. on August 18, and Sohex requested default the morning of August 17, one day earlier.*

NEEDS A sworn statement from Mr. Silva explaining what he understood his own August 14 email to commit him to, what he knew on August 17 about defendants' pleading preparation, and the reason he filed before his stated deadline. The declaration as filed is silent on all three points.

3
P. 9 · ¶ 33

On August 14 your counsel told defense counsel that the only avenue available was "a properly noticed motion under Code of Civil Procedure section 473(b)." No default had been entered. What relief under section 473(b) was available on August 14, and does telling a lawyer to move for relief from a default that does not exist not confirm Mr. Montez's reading that no default was imminent?

> *Defense counsel responded by accusing Sohex's counsel of an ethical violation under Lasalle v. Vogel (2019) 36 Cal.App.5th 127, and proposed that Defendants be given until "no later than September 4, 2026" to file responsive pleadings.*

NEEDS Either an explanation of what a section 473(b) motion filed on August 14 would have sought, or a concession that the reference was loose, with an argument why a reasonable reader of the whole August 14 exchange would still have expected a default request on the morning of August 17.

4
P. 14 · ¶ 49

Where in Lasalle does the court state that the duty to warn applies only where the defendant retains a live, unexpired right to respond? The defendant in Lasalle was already past her response date when default was taken.

> *Neither circumstance is present here.*

NEEDS A pin cite to language stating that limitation, or an abandonment of the stated rule in favor of a factual distinction: that Sohex waited nearly eight weeks, gave written notice three days ahead, and mailed the CIV-100 to counsel the day it was filed.

5
P. 20 · ¶ 76

Mr. Montez's 5:24 p.m. email of August 14 was a written response to your correspondence: it stated defendants were represented, that pleadings were being prepared, and proposed September 4. On what theory had Sohex received "no written response of any kind"?

> *On August 17, 2026, at approximately 9:37 a.m., I caused a Request for Entry of Default to be filed against all three Defendants after Sohex had received no written response of any kind to my August 14, 2026 correspondence, and after fifty-six days had passed since Defendants' response to the Complaint had fallen due.*

NEEDS A reconciliation that treats the 5:24 p.m. email as the response it was and explains why a further writing was still required, or a withdrawal of the "no written response of any kind" characterisation. If the position is that a counter-proposal is not a response, say so and explain why counsel did not say so on August 14.

6
P. 18 · ¶ 62

Quantify the prejudice. What fees, what date was the case management conference, what evidence is lost, and what would Sohex be unable to do in August 2026 that it could have done in June?

> *Sohex does not concede the point: it has prepared two rounds of default-related practice, and reopening resets a litigation track proceeding toward a scheduled case management conference.*

NEEDS Dollar figures supported by a billing declaration, the specific calendared dates affected, and any concrete loss. Absent that, I will treat the prejudice as the ordinary cost of litigating a case on the merits.

7
P. 12 · ¶ 41

Suppose I agree the ITW and Power Capital records undercut the Ledezmas' declarations entirely. What does that do to Mr. Montez's affidavit of fault, which does not depend on their credibility at all?

> *Mr. Montoya was thus living through the consequences of a third unanswered lawsuit (with its own deadline and appearance order) throughout the very weeks he now swears he had "little familiarity with court deadlines."*

NEEDS An argument that reaches the mandatory path on its own terms. If the credibility showing defeats only discretionary relief, counsel should say so and identify what independently defeats the affidavit, rather than presenting five grounds as "each independently dispositive."

8
P. 19 · ¶ 65

If I vacate the defaults but deny leave to cross-complain, Omega files a separate action on the same CRM agreement and I consolidate it. What is gained?

> *Nothing explains why they were not raised in a timely cross-complaint by June 22, 2026.*

NEEDS A concrete reason the interest of justice is served by splitting related contract claims, or a narrowed request (conditions, a schedule, fees) rather than outright denial.

All citations must be independently verified. This tool identifies risk; it does not confirm correctness.

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Analysed the brief body (19 pages) with the Declaration of Anthony P. Silva, Esq. filed with it, and indexed 8 attachments across 74 pages. Exhibits were read only where the brief cites them.

Read the papers it answers (motion.pdf) the same way: the brief body (17 pages) with no declarations filed with it. Their exhibits were not read.

Checked against the Superior Court of California, County of San Diego, Local Rules as published by the court (fetched 2026-10-10), 14 rules retrieved for this filing: 2.1.2, 2.1.4, 2.1.4.1, 2.1.7, 2.1.8, 2.1.14, 2.1.18, 2.1.19, 2.1.20, 2.3.3.6, 2.5.6, 2.5.8, 2.5.9, 2.5.10.

Checked against the California Rules of Court as published by the court (fetched 2026-10-10), 17 rules retrieved for this filing: 2.102, 2.103, 2.104, 2.105, 3.1110, 3.1112, 3.1113, 3.1114, 3.1115, 3.1116, 3.1300, 3.1302, 3.1304, 3.1306, 3.1308, 3.1310, 3.1312.

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