

IN THE SUPREME COURT OF THE STATE OF NEVADA

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Elizabeth A. Brown
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ERIC THOMAS MESI,
Appellant(s),

vs.

VANESSA MARIE MESI A/K/A
VANESSA MARIE REYNOLDS,
Respondent(s),

Case No: D-19-585846-D

Docket No: 79137

RECORD ON APPEAL VOLUME 2

ATTORNEY FOR APPELLANT
ERIC MESI, PROPER PERSON
4500 PENCESTER
LAS VEGAS, NV 89115

ATTORNEY FOR RESPONDENT
VANESSA MESI, PROPER PERSON
260 E. MISSION ST.
SAN JOSE, CA 95112

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EM

Eric>

He don't scare me. I'd
grab him by the throat
shut him up

Her washer dryer went
out she bought a new
one at Lowe's last
night

So

Did she cry about it?!

Basically

Your whole family cry's
over money daily! I
can't be that way at all!



iMessage





Eric >

I'm going to have to file
a court order on her

I'm sick of this.

That what she said
she's doing with you

That you took
advantage of a senior
and her credit cards
and skipped

Sun, Jan 13, 2:34 PM

Really, I paid her. A
senior citizen doesn't
behave the way she



iMessage





Eric

Really, I paid her. A senior citizen doesn't behave the way she does!

Let her, I dare her!

You allow her to act that way towards me. You all can just forget I ever existed! This type of behavior is disgusting

You love to go way out of your way to upset and anger me!



iMessage



AT&T

8:34 AM

91%



EM

Eric

I took the 3 bras back
you have a credit of
\$59 and change.

First of all I skipped out
on nothing, she knew
how to make me upset
to cause a problem
and bullied me with
your sister and you
took there side. I see
right through her
nonsense! I've yet to
see any receipt of
anything! I'm not and
will not pay for her
stuff she bought on



iMessage





Eric >

First of all I skipped out on nothing, she knew how to make me upset to cause a problem and bullied me with your sister and you took there side. I see right through her nonsense! I've yet to see any receipt of anything! I'm not and will not pay for her stuff she bought on her own! She is taking advantage buying items we would never buy.



iMessage



AT&T

8:35 AM

91%



EM

Eric>

storage did

I am not allowing
anything I put her in
her place today

You put her in her
place for yourself
nothing to do with me!

Nobody cared about
my stuff. Sold all my
stuff, threw it away
and my stuff got
destroyed. You two
look out only for
yourselves no one
else.



iMessage





Eric >

I have to finish

Where's my wedding dress, couches, coffee tables, end tables, toaster, pots, pans, silverware, washer and dryer should I go on?

But everyone takes advantage of her. She manipulates anyone she could!

Where is all the money she owes from Sparks to Salinas?



iMessage



From: Eric Mesj ericmesi@charter.net
Subject: Re: Fwd:
Date: April 11, 2010 at 7:15 PM
To: mcayton10@comcast.net

April lives in Sunnyvale I researched, she probably has Felicia's stuff.
Old Number April 408-690-7805
New Number April 408-542-9204

Eric

From: mcayton10@comcast.net
Sent: Sunday, April 11, 2010 3:18 PM
To: Mesj, Eric
Subject: Fwd:

----- Forwarded Message -----

From: "Vanessa Reynolds" <vanessareynolds55@yahoo.com>
To: mcayton10@comcast.net
Sent: Sunday, April 4, 2010 8:15:24 PM GMT -08:00 US/Canada Pacific

Mom,

Can Russell and I stay with you for awhile, until I get my settlement for workmans comp? I will have to collect Aid until I get my settlement in which should be very soon according to my attorney due to the other side wants to settle. I will pay you so much a month and help purchase food. Eric is constantly out of control and controls everyone and everything. He spends all the money on his needs. (Example) He is paying \$500.00 a month on property taxes for a house the FDIC threw out of there office and once again Chase has the note, he is paying \$180.00 for the sewer bill, and other misc. bills he chose not to pay due to him sitting on his but the whole time I was married to him and not working. His excuse is his job was to get his disability and made many promises to me and Russell he could not keep. He is mind minipulating and he dangles everything over my head such as the roof over my head, my car, and claims I came to him with two bags on my back.

He blames everyone else for his behavior, faults, choices, and most of all money. I have been trying everything and looking into different ways to make it on my own for right now and it is impossible at this time. When I do get my settelement I will give you some of that up front as well. I want a divorce and a restraining order against him the problem is I have to go to the court here in Nevada the same day to file a Restraining Order for the Judge to grant it the same day and then have him served in the mean time I need to go somewhere. I have dealt with this for to long and have been unhappy for a long time. He is not the person I thought he was and he will never change. His mother and father are a constant bother in our lives they call 4-5 times a day and talk about the same things which stresses me out. Eric feels the need to not have any privacy in our lives when it comes to our marriage he tells his parents everything. Eric is truly poison to me.

Every day I have to hear about the computer he bought for Felicia and how Punkin has it now and what right does your mother have to give it to them when I bought it, it should have came back to me. Everyday I hear the same garbage from him and it is making me depressed. Everything I worked so hard on with I sensed he is tearing down little by little

depressed. Everything I worked so hard on with Leonard he is tearing down little by little no matter how hard I try to not let him. He is constantly telling me your family doesn't love you or want you, your a bother to everyone and that's why no one calls you or wants you around, how do you think that makes me feel? Please mom help us I will help around the house and take care of my responsibilities I can't take it any longer, I feel extremely alone and I feel like I am trapped in a corner and can't get out. Please let me know, I would not be asking you if there was another alternative.

Vanessa

Eric Mesi
Fax 1-360-287-1468

From: Eric Mesi ericmesi@yahoo.com
Subject:
Date: April 16, 2010 at 2:27 PM
To: mcayton10@comcast.net



Vanessa says her family gave her the money to move out of state, no one wants her here and she claims she is taking Russell's \$753 away and giving Russell to his father. She never wanted the responsibility of a child. Vanessa keeps trying to accuse me of cheating to put in her head that she is left off the hook for her screw ups. See attached how she has been talking, once again there is a third Facebook account.

http://en.wikipedia.org/wiki/Dissociative_identity_disorder

Look at my Horoscope yesterday, seems to fit

VIRGO: AUGUST 21 - SEPTEMBER 20 If someone keeps surprising you with their odd behavior take it as a sign. You don't need this. And if you stick around just to be nice you'll wind up stuck in a scenario that doesn't have a happy ending.

Nesa.docx

From: Eric Mesi ericmesi@charter.net
Subject: Re: I'm through
Date: April 11, 2010 at 12:54 PM
To: mcayton10@comcast.net

She probably covered it up that we were still getting along, there are constant lies and I refuse to continue to live my life in it.
I am getting ready to leave

Eric

From: mcayton10@comcast.net
Sent: Sunday, April 11, 2010 12:46 PM
To: [Eric Mesi](mailto:ericmesi@charter.net)
Subject: Re: I'm through

Where is she?

----- Original Message -----

From: "Eric Mesi" <ericmesi@charter.net>
To: mcayton10@comcast.net
Sent: Sunday, April 11, 2010 12:44:41 PM GMT -08:00 US/Canada Pacific
Subject: Re: I'm through

Since we didn't get the tax money they are probably shutting the phones off. I can't pay the internet or home phone either, that's is the kind of life I can't deal with, I feel like I am living the same life as her ex I am not taking to her and told her I don't want to hear from her again.

Eric

From: mcayton10@comcast.net
Sent: Sunday, April 11, 2010 12:41 PM
To: [Eric Mesi](mailto:ericmesi@charter.net)
Subject: Re: I'm through

Tell her to call me, because she isn't answering her phone?

----- Original Message -----

From: "Eric Mesi" <ericmesi@charter.net>
To: mcayton10@comcast.net
Sent: Sunday, April 11, 2010 12:37:33 PM GMT -08:00 US/Canada Pacific
Subject: Re: I'm through

She constantly cuts me down and has been very very rude to me. She said she needs time away. I am fed up with actions.
Russell wants to move into the house and go to school here but not sure without his mother. Vanessa jumps in and gets in the way of anything I want to do with Russell the one example is weight loss, she allowed him to eat anything he

wanted even got into my metamucil bars, what child would eat those. This is no talking so I have no choice but to end it.

Eric

From: mcayton10@comcast.net
Sent: Sunday, April 11, 2010 12:32 PM
To: [Eric Mesi](mailto:Eric.Mesi)
Subject: Re: I'm through

Eric,

What is going on? All I know is she said he was coming up here this week, because she had a doctors appointment and she needed somewhere to stay. I just tried calling her on her phone and there was no answer.

Monica

----- Original Message -----

From: "Eric Mesi" <ericmesi@charter.net>
To: mcayton10@comcast.net
Sent: Sunday, April 11, 2010 11:07:42 AM GMT -08:00 US/Canada Pacific
Subject: I'm through

I have to say our marriage is through, I know I'm not perfect but here are the facts. The details are sordid to cover, which I believe you are educated to understand. I am not sure of the words for it but it is as if Vanessa hears and sees things and somehow they are distorted along the way, intern she can get depressed, and anxieties. Some of the examples are Gary has owned his house from 1971 which creates a constant roof over his families heads. Same thing goes for the Battaglia's with the old house on Mission. Vanessa states that in her previous marriage she was more secure. This leads into another issue I have. Vanessa spends several hours while in San Jose hanging out at Aprils. April flat out told me she believes she wants Russell back, and note Vanessa still and only uses Battaglia as a last name. Vanessa got a parking ticket on JR/Russell ex-husbands driveway, Vanessa hid that from me because she did not want me to know about it and the fines went through the roof. My mom had to pay it because Vanessa was so distraught that she could not drive to San Jose without a Registration.

Vanessa talks about how much class her and her family has. She left with a toilet full of stool, and the carpet has all kinds of food on it where she eats in the living room. She is worse than my Tenants but yet she complains about everyone else.

Financial issues I have, Vanessa will always make sure I am broke and destitute; she has to spend every dollar. I have had loans exceeding \$350,000 liquid cash (not mortgage money) which is on my credit reports. Vanessa was not happy until all the monies were gone then states only I spent the monies because she constantly puts her head in the sand. Everything Vanessa wants to do she insist I use my credit to do it. When Felicia was here all she wanted to do was buy her a car but with my credit. This event created 88 inquiries on my credit report, bottom line not fair to me. Her visualization of a man is much distorted, and me being so soft hearted I have continued to try to help her, but I just cannot anymore. She goes to Punkin and has her believing I am this big controlling person and has made Punkin and even Tish hate me. She pushes and pushes constantly to involve me in her derailed focuses in life and it takes the path of destruction.

Just like all the bills she has never paid on her and her ex-husbands name, the Federal took all the tax money leaving me destitute and she left for San Jose. She calls her father for money, which he has been wiring her money through Wal-Mart and she leaves not caring if I can eat or anything. She has the nerve to call me last night to have me try to coax the cell phone company to keep the services on, also the cell AT&T is only in my name. Let me add she insisted on getting Russell and herself an Iphone that adds to my story.

Whatever she indicated to Felicia, Felicia does not speak to me. I gave up trying to figure all this animosity out. We took the extra money and drove all the way to San Antonio Texas for Felicia and so Vanessa could see her aunt in the Hospital and her father Jack. Felicia told Jack all kinds of bad stuff about me, that I am abusive and controlling and more. When we were running out of money, I was scared we could not have enough to drive home; once again, I was accused of being controlling. Sure enough, we made it to Vegas and my parents were there, they had to give us money, and Vanessa got mad at my parents and would not speak to them, which ruined their trip. Vanessa still has not spoke to my parents and states they have no class only my parents do. Vanessa wonders why my parents are upset because she chooses to put her head in the sand.

Vanessa came to me with two bags on her back and claims after her and I was arrested because she failed to send the product, it was all my fault. That I took advantage of her during her divorce. Not only was my Security Systems career ruined at that point but also she has the nerve to accuse me of never working and distorts the truth to you guys. Vanessa constantly distorts and says things about my parents, which are not true. The Ramos Oil account was in my father's name, which you helped with. My father was the one sued for Vanessa's gas. As you know, she burnt all kinds of gas running to San Jose and seeing her ex-husband. We had Verizon cell services back then and the bills indicated hours and hours of Vanessa talking to her ex-husband and JR which intern created a \$2,000 bill.

I could show you my credit report on the amounts of money that went through my

I could show you my credit report on the amounts of money that went through my accounts. Vanessa will take a job making minimum wage or even \$8 an hour then say she is the only one bringing in money. Anybody in their right mind would know how she could afford an apartment rent of \$2,300 per month and a new SUV which I paid cash for. After selling my fourth two-story home in Patterson for \$530,000 all loans were paid off in 2006. Since the police officer I partnered with could not afford the home, he became three months late on his payments because his wife turned to drugs and left him. His wife added a pool, which I sold the home, and got a lien release not paying for the pool. I paid an extra \$500 when paying Wells Fargo off on the second mortgage on the home because the police officer did not have any down we took an 80/20 loan. The 20% down was \$77K. In 2008 Wells Fargo must have accidentally turned that loan back on and deposited \$77K into my checking. Vanessa also lied about the court has to check the apartment, which has to be in San Jose, April stated that was so untrue, she only wants to be here because she wants ex-husband back. Vanessa was in a lawsuit with Benita so Vanessa asked me to move there to solve that case and to get my money back from her. Found out Vanessa lied about the whole thing and when I moved there she signed off on the case. I spent hours researching for nothing, found out Benita hired a disbarred attorney for embezzling which did our billing and Benita was getting a divorce during the custody case I paid her for. Vanessa continued to lie to me for almost two years that we will be going to depositions soon. When we went to marriage counseling all Vanessa's lies surfaced.

When I bought the Sparks house, I had AJ install the top of the line gear driver Hunter Douglas shutters throughout the home. Vanessa chose to give the rest of our money (my money for AJ) to Benita. In Nevada, a licensed is not required to install indoor Shutters so AJ called the police on me. They came out to the house with bulletproof vest. Vanessa left back to San Jose and left me alone to handle it with no money.

Vanessa controls everything for Russell. Including what I say how I say it and how to do things. I told her several times that he cannot keep eating the way he does, he is 12 and has a small heart and will simply die. Vanessa never listens to any important or anything I have to say. Finally, several physicians stated he is in bad shape then she listened. Vanessa will never let me say anything or do anything with Russell at all. I really wanted to be a great step dad but it will never happen. Vanessa pushes me in the corner with everything until she makes my blood boil than states I am abusive. Vanessa buys lunch meet anything Russell wants then gets lazy and never makes him sandwiches for school. Therefore, we throw that entire expensive meet away. She came here to my family and me and said how her ex-husband beat her up now she states me and my family is abusive, now she claims the same thing that I am. On one aspect, she states she misses you guys and then at another time she says I have nothing to do with my mother. Vanessa has created more than one Face Book account and is taking to guys on it but denies it. She packed so much makeup when she left with much more than she normally does.

Vanessa of course uses my name to buy a new Toyota and loses the car, so Toyota has been after me ever since. She wants new cars but always claims she pays for them, where would she get \$20,000 down and be able to pay them off? The PT Cruiser and the green Hyundai, was paid off too.

One more important thing, Vanessa is inclined to pond her rings off. She got a \$1,000 once for them claiming we needed to pay our bills. I had to pay \$2,000 to get them back. Since Sally packed us and helped clean the apartment in San Jose, she blames Sally why they are missing now. Vanessa continues to say when Sally packed the rings they are in a bin somewhere in our storage knowing the amount of stuff in this 12x30 storage is impossible to find. Why would I believe this is true? She constantly says do not tell my family JR and Sally moved us. She allowed JR to try to keep my George Forman BBQ and totally ruined it. Vanessa has no respect for anyone or me that comes in her path. Bottom line I want to add is why does Vanessa have anything to do with these people on a constant basis?

Russell can stay with me anytime I would love to raise him but she has to go. God finally showed me the light. In addition, you were always right with the statement to me; it will only get worse Eric if I stay with her. Well she is yours and Punkin to keep. Vanessa constantly tells Russell how terrible I am, and makes him believe I am abusive. When Vanessa raised her fist to me, the other day Russell thought I was going to beat her and was so upset he lost his breath.

I could go on for weeks but what is the point really?
I love you guys and Punkin too and hope to still be friends.

Eric Mesi

Eric Mesi
Fax 1-360-287-1468

Eric Mesi
Fax 1-360-287-1468

Eric Mesi
Fax 1 360 287 1468

From: Eric Mesi ericmesi@charter.net
Subject: Re: Re:
Date: April 18, 2010 at 11:06 AM
To: mcayton10@comcast.net



Vanessa left my Skype camera there when she left right after I bought it.

I am moving and have no space for Felicia's things, Felicia does not talk to me so I don't want any dealings with her.

Eric

From: mcayton10@comcast.net
Sent: Sunday, April 18, 2010 9:49 AM
To: ericmesi@charter.net
Subject: Re:

She can call Gary to meet her to get Felicia's things, I don't have a camera.

----- Original Message -----

From: ericmesi@charter.net
To: mcayton10@comcast.net
Sent: Sunday, April 18, 2010 9:20:39 AM GMT -08:00 US/Canada Pacific

Vanessa never called Gary for Felicia's stuff. I need my camera, was wondering if you could mail it to me?

Eric Mesi
2200 N D'Andrea PKWY
1624
Sparks NV 89434

I wrote this Boundary list and she does not believe me she thinks you wrote it
haha

Sincerely,

Eric Mesi

Eric Mesi
Fax 1-360-287-1468

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ATTACHMENT FM-1013

NAME AND ADDRESS OF PARTY OR ATTORNEY FOR PARTY: Vanessa Battaglia 260 E. Mission St. San Jose, CA 95112		TELEPHONE NUMBER:	FOR COURT USE ONLY FILED 2019 JAN 23 A 11:38
ATTORNEY FOR (Name): Self Represented			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 201 North First Street, San Jose, CA 95113 MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San José, California 95113 BRANCH NAME: Family Justice Center			
PETITIONER: Vanessa Battaglia RESPONDENT: Eric Mesi		CASE NUMBER: 19FL000267	
DECLARATION IN SUPPORT OF EX PARTE APPLICATION FOR ORDERS			DEPARTMENT NUMBER: 73 FCS NUMBER:

I, the undersigned, declare:

- I am (choose one):
 - ☐ attorney for Petitioner ☐ attorney for Respondent ☐ attorney for child(ren)
 - ☒ self-represented Petitioner ☐ self-represented Respondent
 - ☐ other (explain): _____
- The opposing party or minor children is represented by an attorney: ☐ Yes ☒ No
 (If you checked "Yes", fill in the name, address, and telephone number of all attorneys.
 If you checked "No", fill in the other party's name address, and telephone number.)
 Party/Attorney name: **Eric Mesi**
 Address/Telephone number: **4500 Pencrester St., Las Vegas, NV 89115**
 Child's attorney name and address: _____
- OTHER CASES: Have the parties to this case been involved in another Family, Probate Juvenile, or Criminal Court Case? ☐ Yes ☒ No If there has been another case, fill in the case number: _____
- OTHER APPLICATIONS: I or another party ☐ have ☒ have not made previous application(s) on the same issue. Orders were ☐ were not ☐ granted on the prior application(s). Explain in your declaration.
- NOTICE
 - I HAVE given notice to all opposing parties and/or their attorney by the following method:
☐ Personal delivery ☐ Fax ☐ Overnight Carrier ☐ First Class Mail ☐ Other: _____
 Date: _____ Time: _____ Person who received: _____
 I have received confirmation that the other party has received my papers as follows: (Check one below)
☐ In person/telephone (describe): _____
☐ Written confirmation of receipt
 - I ask the Court not to require notice of the ex parte request for orders because (Check all that apply. In the space provided below in 5.c. and on any attached pages or a separate sworn declaration, you must give facts that support a request not to give notice for each box you check in 5.b. (except for Domestic Violence Prevention Act (DVPA) restraining orders):
☒ This is an application for Domestic Violence Prevention Act (DVPA) restraining orders.
☐ This application involves a matter not requiring notice under State Rules, Rule 5.170;
☐ Giving notice would frustrate the purpose of the order;
☐ Giving notice would result in immediate and irreparable harm to the applicant or the children who may be affected by the order sought;
☐ Giving notice would result in immediate and irreparable damage to or loss of property subject to disposition in the case;
☐ The parties agreed in advance that notice will not be necessary with respect to the matter that is the subject of the request for emergency orders. Provide documentation of this agreement; and/or,

RoHe/LM
1-23-19

☐ The party made reasonable and good faith efforts to give notice to the other party, and further efforts to give notice would probably be futile or unduly burdensome (describe those efforts in detail below).

☐ Other: _____

☐ Additional pages are attached. Total number of attached pages: _____

☐ Provide detailed factual explanation of any box checked under Paragraph 5.b. above. If you do not have enough room, attach additional pages or a separate sworn declaration of good cause:

01/22/2019
Date

Vanessa Battaglia
Print Name

Janessa Battaglini
Signature of Declarant

PETITIONER: Vanessa Battaglia

RESPONDENT: Eric Mesi

CASE NUMBER

19FL000267

INSTRUCTIONS

For more information please refer to Superior Court of California, County of Santa Clara Local Rules 5 A & B and California State Rules, Rules 5.151, 5.165, 5.167, and 5.170.

This form is required in Santa Clara County, if you are asking the Judge to make immediate orders (also known as emergency or ex parte orders) without the other party being present for a hearing. This form must be completed in any case where ex parte orders or emergency orders are requested. If you are required to give notice, notice must be given before 10:00 a.m. on the court day before the Judge reviews the application, or the application will be delayed another 24 hours. Notice means providing the other side of the case, either all other attorneys or any self-represented party, with copies of any papers that you want the Judge to review and any orders that you are requesting. If you have given notice to the other side of your case, you must state the form of notice given. If you ask the Court to not require notice, you must explain why. Sometimes notice is not required, such as cases involving allegations of domestic violence or where the safety of a party or a child might be at risk if notice is given. It is up to the Judge in your case to determine whether notice will be required or not.

SECTION #1

State whether you are the Petitioner or the Respondent in the case. Once a case is filed, the parties keep the same status in the case. You do not change from the Respondent to the Petitioner by filing a new motion in the case. If you do not have an attorney, you are considered self-represented.

SECTION #2

If any other party is represented by an attorney, you must provide the Court with the attorney's name and address. If the other party is not represented by an attorney, you must provide the Court with the other party's address.

SECTION #3

It is very important to list all other cases in which you and the other party have been involved with the courts. This would include other Family Law, Probate, Juvenile, Restraining Order, Child Support, Civil, or Criminal matters. If you do not have the case number, please put "unknown" and list the county and the year of the filing, if possible.

SECTION #5a.

Unless notice is excused by the Court, you must provide notice of this application to all other parties and attorneys before you deliver a copy to the Court. When you give such notice, specify how you did it (by fax, courier, or personally, for example), who received it and at what time and on which date. Also, please explain how you know that the other side received copies of your papers and what response you were given.

SECTION #5c.

If you believe that you should not be required to give notice of this application and are asking the Court not to require notice, explain why in this section. Check as many boxes as apply. You must also write out any further explanation of your reasons for not giving notice or provide a separate declaration.

After this form is completed, attach it to your application or motion and submit them to the Court Specialist's Office at the Family Court Facility where you are dropping off your paperwork for review.

19FL000267
DEC
Declaration
61817

MC-030

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar) Vanessa Battaglia 260 E. Mission St. San Jose, CA. 95112		<p>FOR COURT USE ONLY</p> <p>FILED</p> <p>2019 FEB -7 P 1:53</p> <p><i>[Signature]</i> P.J. NEWTON</p>
TELEPHONE NO.: 408-409-0693	FAX NO. (Optional):	
E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): vanessa.mesi@att.net		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 201 N 1st St. MAILING ADDRESS: CITY AND ZIP CODE: 201 N. 1st St. BRANCH NAME: Sana Clara Family Court		
PLAINTIFF/PETITIONER: Vanessa Battaglia DEFENDANT/RESPONDENT: Eric Mesi		CASE NUMBER: 19FL000267
DECLARATION		

Due Diligence Declaration for Eric Mesi, an individual re: FL-110, FL-100, FM-1050, DV-109, FL-120, MC-20, DV-100, FM-1013, Blank DV-120, DV-520-info, DV-800 Info and FM-1021 with exhibits. An address of 4500 Pencesster St. North Las Vegas, NV. 89115 was provided. Assignment was received on January 28, 2019

1st Attempt to Serve Mr. Eric Mesi was on the 29th day of January, 2019 at 7:43 pm. Attempt was not successful, no answer at the door. Apartment lights appear to be on and moment in the apartment.

2nd Attempt to Serve Mr. Eric Mesi on the 30th day of January, 2019 at 10:21 am. Not successful again no answer at the door.

3rd Attempt to Serve Mr. Eric Mesi on the 31th day of January, 2019 at 3:42 pm. Not successful again no answer at the door.

4th Attempt to Serve Mr. Eric Mesi on the 1st day of February, 2019 at 9:21 pm. Not successful again no answer at the door.

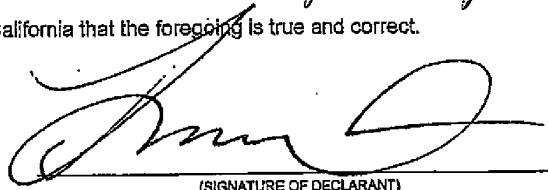
5th Attempt to Serve Mr. Eric Mesi on the 2nd day of February, 2019 at 11:58 am. Not successful again no answer at the door.

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

Date: February 4, 2019

Martin Druckman ID 1139578

(TYPE OR PRINT NAME)

signature by email

(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant

☐ Respondent ☒ Other (Specify):

Process Servers, Inc. NV174A

PLAINTIFF/PETITIONER: Vanessa Batteglia	CASE NUMBER:
DEFENDANT/RESPONDENT: Eric Mesi	19FL000267

DECLARATION

(This form must be attached to another form or court paper before it can be filed in court.)

6th Attempt to Serve Mr. Eric Mesi on the 3rd day of February, 2018 at 12:00 noon. Not Successful again no answer at the door.

It should be noted by the court that each time service was attempted the Defendant's vehicle was parked in front of the garage door and movement was noted in the apartment. I could hear someone scolding the dog for barking. The defendant lives with his mother and both the mother's car and the Defendant's car were parked in front of the garage door every time service was attempted.

The Plaintiff provided a phone number for the Defendant which I called during the last attempt without getting an answer even though the Defendant was in the residence. On the last attempt a surveillance was conducted from 12:00 noon until 3:00pm. During that time the Defendant nor his co-resident failed to exit the residence.

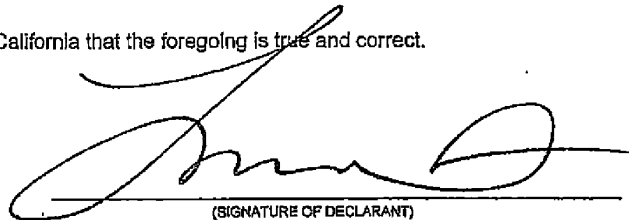
Affiance believes that the Defendant is avoiding service and therefore service can not be effected.

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

Date: February 4, 2019

Martin Druckman ID1139578

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☒ Other (Specify):
 Process Servers, Inc. NV174A

**OFFICE OF THE SHERIFF
CLARK COUNTY DETENTION
CIVIL PROCESS SECTION**

VANESSA BATTAGLIA)

PLAINTIFF)

vs)

ERIC MESI)

DEFENDANT)

CASE No. 19FL000267

SHERIFF CIVIL NO: 19001128

NOT FOUND AFFIDAVIT

STATE OF NEVADA }

} ss:

COUNTY OF CLARK }

ENRIQUE STIEGELMEYER, being duly sworn, deposes and says:

That he/she is a regularly appointed, qualified Deputy Sheriff of the said County of Clark, in the State of Nevada and over the age of twenty-one years, not a party to the action or related to either party, nor an attorney for a party, nor in any way interested in the within named action, and authorized to serve civil process by the laws of the State of Nevada, and competent to be a witness therein; that he/she and now is a citizen of the United States of America and of the State of Nevada and that he/she received the within stated civil process: ORDER FOR REQUEST TO CONTINUE HEARING, TEMPORARY RESTRAINING ORDER, NOTICE OF COURT HEARING, TEMPORARY RESTRAINING ORDER, REQUEST FOR DOMESTIC VIOLENCE RESTRAINING ORDER on 2/13/2019 at the hour of 4:44 PM.

That after due search and diligent inquiry throughout Clark County, State of Nevada, I was unable to effect service upon the said **ERIC THOMAS MESI** Defendant within Clark County, Nevada.

ATTEMPTS TO LOCATE:

Date: 2/15/2019 @ 7:34 AM - 4500 PENCESTER STREET LAS VEGAS, NV 89115

Attempted By: ENRIQUE STIEGELMEYER

Service Type: NO RESPONSE. LEFT NOTICE CARD.

Notes: I LEFT A RED CARD ON THE DOOR.

Date: 2/19/2019 @ 10:15 AM - 4500 PENCESTER STREET LAS VEGAS, NV 89115

Attempted By: ENRIQUE STIEGELMEYER

Service Type: NO CONTACT.

Notes: NO CONTACT, PRIOR RED CARD STILL ON THE FRONT DOOR. I PLACED A RED CARD ON THE DEF. VEHICLE, A BLACK GMC PICK TRUCK WITH A BLACK HARD SHELL. DP90SPM (CA).

Date: 2/21/2019 @ 12:13 PM - 4500 PENCESTER STREET LAS VEGAS, NV 89115

Attempted By: ENRIQUE STIEGELMEYER

Service Type: NO RESPONSE. LEFT NOTICE CARD.

Notes: I LEFT A RED CARD ON THE DOOR.

Date: 2/21/2019 @ 2:23 PM - 4500 PENCESTER STREET LAS VEGAS, NV 89115

Attempted By: ENRIQUE STIEGELMEYER

Service Type: PHONE CONTACT.

Notes: SPOKE TO DEF. MOTHER SAID DEF. DOES NOT LIVED AT ADDRESS. 281-915-9101.

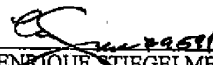
301 E. Clark Ave. #100 Las Vegas, NV 89101 (702) 455-5400

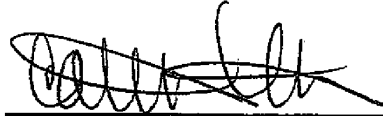
NOT FOUND AFFIDAVIT

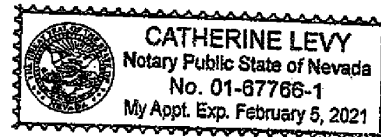
Dated February 26, 2019

Joseph M. Lombardo, Sheriff

SUBSCRIBED AND SWORN to me before me this
26th day of February 2019.

By: 
ENRIQUE STIEGELMEYER
Deputy Sheriff


NOTARY PUBLIC in and for said County & State



ATTORNEY OR PARTY WITHOUT ATTORNEY: Vanessa Battaglia 260 E. Mission St. San Jose, CA 95112 TELEPHONE NO.: (408) 343-9494 ATTORNEY FOR: Self Represented	FOR COURT USE ONLY ENDORSED FILED 2019 MAR 21 P 2:30 CLERK OF THE COURT SUPERIOR COURT OF CA COUNTY OF SANTA CLARA BY V. ESPINOZARA DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 201 N. First Street MAILING ADDRESS: 191 N. First Street CITY AND ZIP CODE: San Jose, 95118 BRANCH NAME: Family Justice Center	
PETITIONER: VANESSA BATTAGLIA RESPONDENT: ERIC MESI	CASE NUMBER: 19FL000267
DECLARATION OF NON-SERVICE	Ref. No. or File No.:

1. I am over 18 years of age and not a party to this action.
2. Received these papers on at to be served on ERIC MESI, 4500 Pencester Street, North Las Vegas, NV 89115.
3. **NON-SERVED the ORDER ON REQUEST TO CONTINUE HEARING (TEMPORARY RESTRAINING ORDER), TEMPORARY RESTRAINING ORDER, SUMMONS, PETITION- MARRIAGE/DOMESTIC PARTNERSHIP, FAMILY LAW NOTICE - DISSOLUTION/LEGAL SEPARTION/NULLITY/PARENTAGE, NOTICE OF COURT HEARING, TEMPORARY RESTRAINING ORDER, REQUEST FOR DOMESTIC VIOLENCE RESTRAINING ORDER, ABUSE, DECLARATION IN SUPPORT OF EX PARTE APPLICATION FOR ORDERS and BLANK FORMS FOR RESTRAINED PERSON for the reasons detailed in the comments below.**
4. Additional Information pertaining to this non-service:

03/19/2019 8:41 AM Attempted service was made at the address of 4500 Pencester Street, North Las Vegas, NV 89115. This address is within a gated community. Access was acquired. Observed window shades were closed. No response was received at the door. A dog was heard barking within the residence. No activity was observed. No vehicle was observed.

03/19/2019 3:47 PM Attempted service was made at the address of 4500 Pencester Street, North Las Vegas, NV 89115. This address is within a gated community. Access was acquired. Observed window shades were closed. No response was received at the door. A dog was heard barking within the residence. No activity was observed. No vehicle was observed.
5. I am not a registered California process server.
6. My name, address, telephone number, and, if applicable, county of registration and number are:

Name: Anthony Spada
 Address:
 Telephone number:
 Registration Number: R-2018-06348
 County: All Areas



PETITIONER: VANESSA BATTAGLIA
RESPONDENT: ERIC MESI

CASE NUMBER:
19FL000267

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

Date: 3-20-19

Anthony Spada

(TYPE OR PRINT NAME OF PERSON WHO SERVED THE PAPERS)

(SIGNATURE OF PERSON WHO SERVED THE PAPERS)

Via Email

CUSTOMER USE ONLY FROM: Vanessa Battaglia 2169 E Mission St San Jose, CA 95128 PHONE: (408) 298-1111		 E 1501 322 845 US	
PAYMENT BY ACCOUNT (if applicable) USPS Corporate Acct No. 123456789 Federal Agency Acct No. 987654321 Postal Service Acct No. 111111111		ORIGIN (POSTAL SERVICE USE ONLY) Days to delivery: <input checked="" type="checkbox"/> 1 Day <input type="checkbox"/> 2 Day <input type="checkbox"/> 3 Day <input type="checkbox"/> 4 Day <input type="checkbox"/> 5 Day <input type="checkbox"/> 6 Day <input type="checkbox"/> 7 Day <input type="checkbox"/> 8 Day <input type="checkbox"/> 9 Day <input type="checkbox"/> 10 Day <input type="checkbox"/> 11 Day <input type="checkbox"/> 12 Day <input type="checkbox"/> 13 Day <input type="checkbox"/> 14 Day <input type="checkbox"/> 15 Day <input type="checkbox"/> 16 Day <input type="checkbox"/> 17 Day <input type="checkbox"/> 18 Day <input type="checkbox"/> 19 Day <input type="checkbox"/> 20 Day <input type="checkbox"/> 21 Day <input type="checkbox"/> 22 Day <input type="checkbox"/> 23 Day <input type="checkbox"/> 24 Day <input type="checkbox"/> 25 Day <input type="checkbox"/> 26 Day <input type="checkbox"/> 27 Day <input type="checkbox"/> 28 Day <input type="checkbox"/> 29 Day <input type="checkbox"/> 30 Day <input type="checkbox"/> 31 Day <input type="checkbox"/> 32 Day <input type="checkbox"/> 33 Day <input type="checkbox"/> 34 Day <input type="checkbox"/> 35 Day <input type="checkbox"/> 36 Day <input type="checkbox"/> 37 Day <input type="checkbox"/> 38 Day <input type="checkbox"/> 39 Day <input type="checkbox"/> 40 Day <input type="checkbox"/> 41 Day <input type="checkbox"/> 42 Day <input type="checkbox"/> 43 Day <input type="checkbox"/> 44 Day <input type="checkbox"/> 45 Day <input type="checkbox"/> 46 Day <input type="checkbox"/> 47 Day <input type="checkbox"/> 48 Day <input type="checkbox"/> 49 Day <input type="checkbox"/> 50 Day <input type="checkbox"/> 51 Day <input type="checkbox"/> 52 Day <input type="checkbox"/> 53 Day <input type="checkbox"/> 54 Day <input type="checkbox"/> 55 Day <input type="checkbox"/> 56 Day <input type="checkbox"/> 57 Day <input type="checkbox"/> 58 Day <input type="checkbox"/> 59 Day <input type="checkbox"/> 60 Day <input type="checkbox"/> 61 Day <input type="checkbox"/> 62 Day <input type="checkbox"/> 63 Day <input type="checkbox"/> 64 Day <input type="checkbox"/> 65 Day <input type="checkbox"/> 66 Day <input type="checkbox"/> 67 Day <input type="checkbox"/> 68 Day <input type="checkbox"/> 69 Day <input type="checkbox"/> 70 Day <input type="checkbox"/> 71 Day <input type="checkbox"/> 72 Day <input type="checkbox"/> 73 Day <input type="checkbox"/> 74 Day <input type="checkbox"/> 75 Day <input type="checkbox"/> 76 Day <input type="checkbox"/> 77 Day <input type="checkbox"/> 78 Day <input type="checkbox"/> 79 Day <input type="checkbox"/> 80 Day <input type="checkbox"/> 81 Day <input type="checkbox"/> 82 Day <input type="checkbox"/> 83 Day <input type="checkbox"/> 84 Day <input type="checkbox"/> 85 Day <input type="checkbox"/> 86 Day <input type="checkbox"/> 87 Day <input type="checkbox"/> 88 Day <input type="checkbox"/> 89 Day <input type="checkbox"/> 90 Day <input type="checkbox"/> 91 Day <input type="checkbox"/> 92 Day <input type="checkbox"/> 93 Day <input type="checkbox"/> 94 Day <input type="checkbox"/> 95 Day <input type="checkbox"/> 96 Day <input type="checkbox"/> 97 Day <input type="checkbox"/> 98 Day <input type="checkbox"/> 99 Day <input type="checkbox"/> 100 Day	
DELIVERY OPTIONS (Customer Use Only) <input type="checkbox"/> Signature Required (Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.) <input type="checkbox"/> No Saturday Delivery (delivered next business day) <input type="checkbox"/> Sunday/Holiday Delivery Required (additional fee, where available) <input type="checkbox"/> 2:00 AM Delivery Required (additional fee, where available) *Refer to USPS.com for local Post Office for availability.		TO: (PLEASE PRINT) Clark County Sheriff Civil Process Section 3010 Clark Ave #100 Las Vegas, NV 89101 ZIP + 4: 89101-1111	
DELIVERY (POSTAL SERVICE USE ONLY) Delivery Attempt (MMDDYY): <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> 14 <input type="checkbox"/> 15 <input type="checkbox"/> 16 <input type="checkbox"/> 17 <input type="checkbox"/> 18 <input type="checkbox"/> 19 <input type="checkbox"/> 20 <input type="checkbox"/> 21 <input type="checkbox"/> 22 <input type="checkbox"/> 23 <input type="checkbox"/> 24 <input type="checkbox"/> 25 <input type="checkbox"/> 26 <input type="checkbox"/> 27 <input type="checkbox"/> 28 <input type="checkbox"/> 29 <input type="checkbox"/> 30 <input type="checkbox"/> 31 <input type="checkbox"/> 32 <input type="checkbox"/> 33 <input type="checkbox"/> 34 <input type="checkbox"/> 35 <input type="checkbox"/> 36 <input type="checkbox"/> 37 <input type="checkbox"/> 38 <input type="checkbox"/> 39 <input type="checkbox"/> 40 <input type="checkbox"/> 41 <input type="checkbox"/> 42 <input type="checkbox"/> 43 <input type="checkbox"/> 44 <input type="checkbox"/> 45 <input type="checkbox"/> 46 <input type="checkbox"/> 47 <input type="checkbox"/> 48 <input type="checkbox"/> 49 <input type="checkbox"/> 50 <input type="checkbox"/> 51 <input type="checkbox"/> 52 <input type="checkbox"/> 53 <input type="checkbox"/> 54 <input type="checkbox"/> 55 <input type="checkbox"/> 56 <input type="checkbox"/> 57 <input type="checkbox"/> 58 <input type="checkbox"/> 59 <input type="checkbox"/> 60 <input type="checkbox"/> 61 <input type="checkbox"/> 62 <input type="checkbox"/> 63 <input type="checkbox"/> 64 <input type="checkbox"/> 65 <input type="checkbox"/> 66 <input type="checkbox"/> 67 <input type="checkbox"/> 68 <input type="checkbox"/> 69 <input type="checkbox"/> 70 <input type="checkbox"/> 71 <input type="checkbox"/> 72 <input type="checkbox"/> 73 <input type="checkbox"/> 74 <input type="checkbox"/> 75 <input type="checkbox"/> 76 <input type="checkbox"/> 77 <input type="checkbox"/> 78 <input type="checkbox"/> 79 <input type="checkbox"/> 80 <input type="checkbox"/> 81 <input type="checkbox"/> 82 <input type="checkbox"/> 83 <input type="checkbox"/> 84 <input type="checkbox"/> 85 <input type="checkbox"/> 86 <input type="checkbox"/> 87 <input type="checkbox"/> 88 <input type="checkbox"/> 89 <input type="checkbox"/> 90 <input type="checkbox"/> 91 <input type="checkbox"/> 92 <input type="checkbox"/> 93 <input type="checkbox"/> 94 <input type="checkbox"/> 95 <input type="checkbox"/> 96 <input type="checkbox"/> 97 <input type="checkbox"/> 98 <input type="checkbox"/> 99 <input type="checkbox"/> 100		WEIGHT 1.39 lbs	
POSTAGE & FEES Priority Mail Express \$25.50		POSTAGE & FEES Priority Mail Express \$25.50	

EXHIBIT B

DV-130**Restraining Order After Hearing
(Order of Protection)**☒ **Original Order** ☐ **Amended Order****1****Name of Protected Person:**

Vanessa Battaglia

Your lawyer in this case (if you have one):

Name: _____ State Bar No.: _____

Firm Name: Self Represented

Address (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):

Address: 260 E. Mission St.

City: San Jose _____ State: CA Zip: 95112

Telephone: _____ Fax: _____

E-Mail Address: _____

2**Name of Restrained Person:**

Eric Mesi

Description of restrained person:Sex: ☒ M ☐ F Height: 6'3" _____ Weight: 330 _____ Hair Color: BRN _____ Eye Color: BRN

Race: White _____ Age: 55 _____ Date of Birth: 9/4/1963

Address (if known): 4500 Pencester St.

City: North Las Vegas _____ State: NV _____ Zip: 89115

Relationship to protected person: Spouse

3☒ **Additional Protected Persons**In addition to the person named in **(1)**, the following persons are protected by orders as indicated in items **(6)** and **(7)** (family or household members):

Full name	Relationship to person in (1)	Sex	Age
Russell Battaglia Jr.	Former father-in-law	M	65
Russell Battaglia IV	Son	M	21

☐ Check here if there are additional protected persons. List them on an attached sheet of paper and write, "DV-130, Additional Protected Persons," as a title.**4****Expiration Date**

The orders, except as noted below, end on

(date): 5/30/2021 at (time): 11:59 ☐ a.m. ☒ p.m. or ☐ midnight

- If no date is written, the restraining order ends three years after the date of the hearing in item **(5)** (a).
- If no time is written, the restraining order ends at midnight on the expiration date.
- Note: Custody, visitation, child support, and spousal support orders remain in effect after the restraining order ends. Custody, visitation, and child support orders usually end when the child is 18.
- The court orders are on pages 2, 3, 4, and 5 and attachment pages (if any).

This order complies with VAWA and shall be enforced throughout the United States. See page 5.**This is a Court Order.**Judicial Council of California, www.courts.ca.gov
Revised July 1, 2016, Mandatory Form
Family Code, § 6200 et seq. Approved by DOJ**CEB Essential
Forms****Restraining Order After Hearing (CLETS—OAH)
(Order of Protection)
(Domestic Violence Prevention)**

DV-130, Page 1 of 7

shc/flfo-lpr

5 Hearings

- a. The hearing was on (date): 5/30/2019 with (name of judicial officer): Hon. Jose S. Franco
- b. These people were at the hearing (check all that apply):
- ☒ The person in (1) ☐ The lawyer for the person in (1) (name): _____
- ☐ The person in (2) ☐ The lawyer for the person in (2) (name): _____
- c. The people in (1) and (2) must return to Dept. _____ of the court on (date): _____ at (time): _____ ☐ a.m. ☐ p.m. to review (specify issues): _____

To the person in (2) :

The court has granted the orders checked below. Item (9) is also an order. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

6 ☒ Personal Conduct Orders

- a. The person in (2) must not do the following things to the protected people in (1) and (3) :
- ☒ Harass, attack, strike, threaten, assault (sexually or otherwise), hit, follow, stalk, molest, destroy personal property, disturb the peace, keep under surveillance, impersonate (on the Internet, electronically or otherwise), or block movements.
- ☒ Contact, either directly or indirectly, by any means, including, but not limited to, by telephone, mail, e-mail, or other electronic means.
- ☒ Take any action, directly or through others, to obtain the addresses or locations of any protected persons. (If this item is not checked, the court has found good cause not to make this order.)
- b. Peaceful written contact through a lawyer or process server or another person for service of legal papers related to a court case is allowed and does not violate this order.
- c. ☐ Exceptions: Brief and peaceful contact with the person in (1), and peaceful contact with children in (3), as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

7 ☒ Stay-Away Order

- a. The person in (2) must stay at least (specify): 300 yards away from (check all that apply):
- ☒ The person in (1) ☐ School of person in (1)
- ☒ Home of person in (1) ☒ The persons in (3)
- ☒ The job or workplace of person in (1) ☒ The child(ren)'s school or child care
- ☒ Vehicle of person in (1) ☐ Other (specify): _____
- b. ☐ Exceptions: Brief and peaceful contact with the person in (1), and peaceful contact with children in (3), as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

8 ☐ Move-Out Order

The person in (2) must move out immediately from (address): _____

9 No Guns or Other Firearms or Ammunition

- a. The person in (2) cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.

This is a Court Order.

- 9 b. The person in ② must:
- Sell to, or store with, a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms within his or her immediate possession or control. Do so within 24 hours of being served with this order.
 - Within 48 hours of receiving this order, file with the court a receipt that proves guns have been turned in, sold, or stored. (Form DV-800, *Proof of Firearms Turned In, Sold, or Stored*, may be used for the receipt.) Bring a court filed copy to the hearing.
- c. ☐ The court has received information that the person in ② owns or possesses a firearm.
- d. ☐ The court has made the necessary findings and applies the firearm relinquishment exemption under Family Code section 6389(h). Under California law, the person in ② is not required to relinquish this firearm (*specify make, model, and serial number of firearm*): _____
- The firearm must be in his or her physical possession only during scheduled work hours and during travel to and from his or her place of employment. Even if exempt under California law, the person in ② may be subject to federal prosecution for possessing or controlling a firearm.

10 ☒ **Record Unlawful Communications**

The person in ① has the right to record communications made by the person in ② that violate the judge's orders.

11 ☐ **Care of Animals**

The person in ① is given the sole possession, care, and control of the animals listed below. The person in ② must stay at least _____ yards away from and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of the following animals: _____

12 ☐ **Child Custody and Visitation**

Child custody and visitation are ordered on the attached Form DV-140, *Child Custody and Visitation Order* or (*specify other form*): _____

13 ☐ **Child Support**

Child support is ordered on the attached Form FL-342, *Child Support Information and Order Attachment* or (*specify other form*): _____

14 ☐ **Property Control**

Only the person in ① can use, control, and possess the following property: _____

15 ☐ **Debt Payment**

The person in ② must make these payments until this order ends:

Pay to: _____	For: _____	Amount: \$ _____	Due date: _____
Pay to: _____	For: _____	Amount: \$ _____	Due date: _____
Pay to: _____	For: _____	Amount: \$ _____	Due date: _____

☐ Check here if more payments are ordered. List them on an attached sheet of paper and write "DV-130, Debt Payments" as a title.

16 ☐ **Property Restraint**

The ☐ person in ① ☐ person in ② must not transfer, borrow against, sell, hide, or get rid of or destroy any property, including animals, except in the usual course of business or for necessities of life. In addition, the person must notify the other of any new or big expenses and explain them to the court. (*The person in ② cannot contact the person in ① if the court has made a "No-Contact" order.*)

Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order.

This is a Court Order.

17 ☐ Spousal Support

Spousal support is ordered on the attached Form FL-343, *Spousal, Partner, or Family Support Order Attachment* or (specify other form): _____

18 ☐ Rights to Mobile Device and Wireless Phone Account

a. ☐ Property Control of Mobile Device and Wireless Phone Account

Only the person in (1) can use, control, and possess the following property:

Mobile device (describe) _____ and account (phone number): _____

Mobile device (describe) _____ and account (phone number): _____

☐ Check here if you need more space. Attach a sheet of paper and write "DV-130 Rights to Mobile Device and Wireless Phone Account" as a title.

b. ☐ Debt Payment

The person in (2) must make these payments until this order ends:

Pay to (wireless service provider): _____ Amount: \$ _____ Due date: _____

c. ☐ Transfer of Wireless Phone Account

The court has made an order transferring one or more wireless service accounts from the person in (2) to the person in (1). These orders are contained in a separate order (Form DV-900).

19 ☐ Insurance

☐ The person in (1) ☐ the person in (2) is ordered NOT to cash, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or coverage held for the benefit of the parties, or their child(ren), if any, for whom support may be ordered, or both.

20 ☐ Lawyer's Fees and Costs

The person in (2) must pay the following lawyer's fees and costs:

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

21 ☐ Payments for Costs and Services

The person in (2) must pay the following:

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

☐ Check here if more payments are ordered. List them on an attached sheet of paper and write "DV-130, Payments for Costs and Services" as a title.

22 ☐ Batterer Intervention Program

The person in (2) must go to and pay for a 52-week batterer intervention program and show written proof of completion to the court. This program must be approved by the probation department under Penal Code § 1203.097. The person in (2) must enroll by (date): _____ or if no date is listed, must enroll within 30 days after the order is made. The person in (2) must complete, file and serve Form 805, Proof of Enrollment for Batterer Intervention Program.

23 ☐ Other Orders

Other orders (specify): _____

24 ☐ No Fee to Serve (Notify) Restrained Person

If the sheriff or marshal serves this order, he or she will do it for free.

This is a Court Order.

Case Number:
19FL000267

25 Service

- a. ☐ The people in (1) and (2) were at the hearing or agreed in writing to this order. No other proof of service is needed.
- b. ☒ The person in (1) was at the hearing on the request for original orders. The person in (2) was not present.
- (1) ☒ Proof of service of Form DV-109 and Form DV-110 (if issued) was presented to the court. The judge's orders in this form are the same as in Form DV-110 except for the end date. The person in (2) must be served. This order can be served by mail.
- (2) ☐ Proof of service of Form DV-109 and Form DV-110 (if issued) was presented to the court. The judge's orders in this form are different from the orders in Form DV-110, or Form DV-110 was not issued. The person in (2) must be personally "served" (given) a copy of this order.
- c. ☐ Proof of service of Form FL-300 to modify the orders in Form DV-130 was presented to the court.
- (1) ☐ The people in (1) and (2) were at the hearing or agreed in writing to this order. No other proof of service is needed.
- (2) ☐ The person in (1) ☐ (2) was not at the hearing and must be personally "served" (given) a copy of this amended order.

26 ☐ Criminal Protective Order

- a. ☐ Form CR-160, *Criminal Protective Order—Domestic Violence*, is in effect.
Case Number: _____ County: _____ Expiration Date: _____
- b. ☐ Other Criminal Protective Order in effect (*specify*): _____
Case Number: _____ County: _____ Expiration Date: _____
(List other orders on an attached sheet of paper. Write "DV-130, Other Criminal Protective Orders" as a title.)
- c. ☐ No information has been provided to the judge about a criminal protective order.

27 ☒ Attached pages are orders.

- Number of pages attached to this seven-page form: -0-
- All of the attached pages are part of this order.
- Attachments include (*check all that apply*):
☐ DV-140 ☐ DV-145 ☐ DV-150 ☐ FL-342 ☐ FL-343 ☐ DV-900
☐ Other (*specify*): _____

Date: 5/30/2019

Honorable Jose S. Franco
Judge (or Judicial Officer)

Certificate of Compliance With VAWA

This restraining (protective) order meets all "full faith and credit" requirements of the Violence Against Women Act, 18 U.S.C. § 2265 (1994) (VAWA) upon notice of the restrained person. This court has jurisdiction over the parties and the subject matter; the restrained person has been or will be afforded notice and a timely opportunity to be heard as provided by the laws of this jurisdiction. This order is valid and entitled to enforcement in each jurisdiction throughout the 50 states of the United States, the District of Columbia, all tribal lands, and all U.S. territories, commonwealths, and possessions and shall be enforced as if it were an order of that jurisdiction.

This is a Court Order.

Warnings and Notices to the Restrained Person in 2

If you do not obey this order, you can be arrested and charged with a crime.

- If you do not obey this order, you can go to jail or prison and/or pay a fine.
- It is a felony to take or hide a child in violation of this order.
- If you travel to another state or to tribal lands or make the protected person do so, with the intention of disobeying this order, you can be charged with a federal crime.

You cannot have guns, firearms, and/or ammunition.



You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, and/or ammunition while the order is in effect. If you do, you can go to jail and pay a \$1,000 fine. Unless the court grants an exemption, you must sell to, or store with, a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms that you have or control. The judge will ask you for proof that you did so. If you do not obey this order, you can be charged with a crime. Federal law says you cannot have guns or ammunition while the order is in effect. Even if exempt under California law, you may be subject to federal prosecution for possessing or controlling a firearm.

Instructions for Law Enforcement

Start Date and End Date of Orders

The orders *start* on the earlier of the following dates:

- The hearing date in item ⑤ (a) on page 2, or
- The date next to the judge's signature on this page.

The orders *end* on the expiration date in item ④ on page 1. If no date is listed, they end three years from the hearing date.

Arrest Required If Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6.

Notice/Proof of Service

Law enforcement must first determine if the restrained person had notice of the orders. If notice cannot be verified, the restrained person must be advised of the terms of the orders. If the restrained person then fails to obey the orders, the officer must enforce them. (Family Code, § 6383.)

Consider the restrained person "served" (notified) if:

- The officer sees a copy of the *Proof of Service* or confirms that the *Proof of Service* is on file; or
- The restrained person was at the restraining order hearing or was informed of the order by an officer. (Fam. Code, § 6383; Pen. Code, § 836(c)(2).) An officer can obtain information about the contents of the order in the Domestic Violence Restraining Order System (DVROS). (Fam. Code, § 6381(b)-(c).)

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, the orders remain in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, § 13710(b).)

This is a Court Order.

Child Custody and Visitation

The custody and visitation orders are on Form DV-140, items ③ and ④. They are sometimes also written on additional pages or referenced in DV-140 or other orders that are not part of the restraining order.

Enforcing the Restraining Order in California

Any law enforcement officer in California who receives, sees, or verifies the orders on a paper copy, in the California Law Enforcement Telecommunications System (CLETS), or in an NCIC Protection Order File must enforce the orders.

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced in the following priority (see Pen. Code, § 136.2 and Fam. Code, §§ 6383(h)(2), 6405(b)):

1. **EPO:** If one of the orders is an *Emergency Protective Order* (Form EPO-001) and it is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. **No-Contact Order:** If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence in enforcement over any other restraining or protective order.
3. **Criminal Order:** If none of the orders includes a no-contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. **Family, Juvenile, or Civil Order:** If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

(Clerk will fill out this part.)

—Clerk's Certificate—

Clerk's Certificate
[seal]

I certify that this *Restraining Order After Hearing (Order of Protection)* is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by _____, Deputy

THE FOREGOING INSTRUMENT IS
A CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

MAY 30 2019

Clerk of the Court
SUPERIOR COURT OF CA COUNTY OF SANTA CLARA
BY V. ESPINOZA DEPUTY



This is a Court Order.

EXHIBIT C

DV-130**Restraining Order After Hearing
(Order of Protection)**☒ **Original Order** ☐ **Amended Order****1 Name of Protected Person:**

Vanessa Battaglia

Your lawyer in this case (if you have one):

Name: _____ State Bar No.: _____

Firm Name: Self Represented

Address (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):

Address: 260 E. Mission St.

City: San Jose State: CA Zip: 95112

Telephone: _____ Fax: _____

E-Mail Address: _____

2 Name of Restrained Person:

Eric Mesi

Description of restrained person:Sex: ☒ M ☐ F Height: 6'3" Weight: 330 Hair Color: BRN Eye Color: BRN

Race: White Age: 55 Date of Birth: 9/4/1963

Address (if known): 4500 Pencester St.

City: North Las Vegas State: NV Zip: 89115

Relationship to protected person: Spouse

3 ☒ Additional Protected Persons

In addition to the person named in (1), the following persons are protected by orders as indicated in items (6) and (7) (family or household members):

Full name	Relationship to person in (1)	Sex	Age
Russell Battaglia Jr.	Former father-in-law	M	65
Russell Battaglia IV	Son	M	21

☐ Check here if there are additional protected persons. List them on an attached sheet of paper and write, "DV-130, Additional Protected Persons," as a title.**4 Expiration Date**

The orders, except as noted below, end on

(date): 5/30/2021 at (time): 11:59 ☐ a.m. ☒ p.m. or ☐ midnight

- If no date is written, the restraining order ends three years after the date of the hearing in item (5) (a).
- If no time is written, the restraining order ends at midnight on the expiration date.
- Note: Custody, visitation, child support, and spousal support orders remain in effect after the restraining order ends. Custody, visitation, and child support orders usually end when the child is 18.
- The court orders are on pages 2, 3, 4, and 5 and attachment pages (if any).

This order complies with VAWA and shall be enforced throughout the United States. See page 5.**This is a Court Order.**Judicial Council of California, www.courts.ca.gov
Revised July 1, 2016; Mandatory Form
Family Code, § 6200 et seq. Approved by DOJ**CEB Essential
Forms****Restraining Order After Hearing (CLETS--OAH)
(Order of Protection)
(Domestic Violence Prevention)**

DV-130, Page 1 of 7

shc/nifo-lpr

5 Hearings

- a. The hearing was on (date): 5/30/2019 with (name of judicial officer): Hon. Jose S. Franco
- b. These people were at the hearing (check all that apply):
- ☒ The person in (1) ☐ The lawyer for the person in (1) (name): _____
- ☐ The person in (2) ☐ The lawyer for the person in (2) (name): _____
- c. The people in (1) and (2) must return to Dept. _____ of the court on (date): _____ at (time): _____ ☐ a.m. ☐ p.m. to review (specify issues): _____

To the person in (2) :

The court has granted the orders checked below. Item (9) is also an order. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

6 ☒ Personal Conduct Orders

- a. The person in (2) must not do the following things to the protected people in (1) and (3) :
- ☒ Harass, attack, strike, threaten, assault (sexually or otherwise), hit, follow, stalk, molest, destroy personal property, disturb the peace, keep under surveillance, impersonate (on the Internet, electronically or otherwise), or block movements.
- ☒ Contact, either directly or indirectly, by any means, including, but not limited to, by telephone, mail, e-mail, or other electronic means.
- ☒ Take any action, directly or through others, to obtain the addresses or locations of any protected persons. (If this item is not checked, the court has found good cause not to make this order.)
- b. Peaceful written contact through a lawyer or process server or another person for service of legal papers related to a court case is allowed and does not violate this order.
- c. ☐ Exceptions: Brief and peaceful contact with the person in (1), and peaceful contact with children in (3), as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

7 ☒ Stay-Away Order

- a. The person in (2) must stay at least (specify): 300 yards away from (check all that apply):
- ☒ The person in (1) ☐ School of person in (1)
- ☒ Home of person in (1) ☒ The persons in (3)
- ☒ The job or workplace of person in (1) ☒ The child(ren)'s school or child care
- ☒ Vehicle of person in (1) ☐ Other (specify): _____
- b. ☐ Exceptions: Brief and peaceful contact with the person in (1), and peaceful contact with children in (3), as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

8 ☐ Move-Out Order

The person in (2) must move out immediately from (address): _____

9 No Guns or Other Firearms or Ammunition

- a. The person in (2) cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.

This is a Court Order.

- 9 b. The person in ② must:
- Sell to, or store with, a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms within his or her immediate possession or control. Do so within 24 hours of being served with this order.
 - Within 48 hours of receiving this order, file with the court a receipt that proves guns have been turned in, sold, or stored. (Form DV-800, *Proof of Firearms Turned In, Sold, or Stored*, may be used for the receipt.) Bring a court filed copy to the hearing.
- c. ☐ The court has received information that the person in ② owns or possesses a firearm.
- d. ☐ The court has made the necessary findings and applies the firearm relinquishment exemption under Family Code section 6389(h). Under California law, the person in ② is not required to relinquish this firearm (specify make, model, and serial number of firearm): _____
- The firearm must be in his or her physical possession only during scheduled work hours and during travel to and from his or her place of employment. Even if exempt under California law, the person in ② may be subject to federal prosecution for possessing or controlling a firearm.

10 ☒ **Record Unlawful Communications**

The person in ① has the right to record communications made by the person in ② that violate the judge's orders.

11 ☐ **Care of Animals**

The person in ① is given the sole possession, care, and control of the animals listed below. The person in ② must stay at least _____ yards away from and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of the following animals: _____

12 ☐ **Child Custody and Visitation**

Child custody and visitation are ordered on the attached Form DV-140, *Child Custody and Visitation Order* or (specify other form): _____

13 ☐ **Child Support**

Child support is ordered on the attached Form FL-342, *Child Support Information and Order Attachment* or (specify other form): _____

14 ☐ **Property Control**

Only the person in ① can use, control, and possess the following property: _____

15 ☐ **Debt Payment**

The person in ② must make these payments until this order ends:

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

☐ Check here if more payments are ordered. List them on an attached sheet of paper and write "DV-130, Debt Payments" as a title.

16 ☐ **Property Restraint**

The ☐ person in ① ☐ person in ② must not transfer, borrow against, sell, hide, or get rid of or destroy any property, including animals, except in the usual course of business or for necessities of life. In addition, the person must notify the other of any new or big expenses and explain them to the court. (The person in ② cannot contact the person in ① if the court has made a "No-Contact" order.)

Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order.

This is a Court Order.

17 ☐ Spousal Support

Spousal support is ordered on the attached Form FL-343, *Spousal, Partner, or Family Support Order Attachment or (specify other form):* _____

18 ☐ Rights to Mobile Device and Wireless Phone Account

a. ☐ Property Control of Mobile Device and Wireless Phone Account

Only the person in (1) can use, control, and possess the following property:

Mobile device (describe) _____ and account (phone number): _____

Mobile device (describe) _____ and account (phone number): _____

☐ Check here if you need more space. Attach a sheet of paper and write "DV-130 Rights to Mobile Device and Wireless Phone Account" as a title.

b. ☐ Debt Payment

The person in (2) must make these payments until this order ends:

Pay to (wireless service provider): _____ Amount: \$ _____ Due date: _____

c. ☐ Transfer of Wireless Phone Account

The court has made an order transferring one or more wireless service accounts from the person in (2) to the person in (1). These orders are contained in a separate order (Form DV-900).

19 ☐ Insurance

☐ The person in (1) ☐ the person in (2) is ordered NOT to cash, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or coverage held for the benefit of the parties, or their child(ren), if any, for whom support may be ordered, or both.

20 ☐ Lawyer's Fees and Costs

The person in (2) must pay the following lawyer's fees and costs:

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

21 ☐ Payments for Costs and Services

The person in (2) must pay the following:

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

☐ Check here if more payments are ordered. List them on an attached sheet of paper and write "DV-130, Payments for Costs and Services" as a title.

22 ☐ Batterer Intervention Program

The person in (2) must go to and pay for a 52-week batterer intervention program and show written proof of completion to the court. This program must be approved by the probation department under Penal Code § 1203.097. The person in (2) must enroll by (date): _____ or if no date is listed, must enroll within 30 days after the order is made. The person in (2) must complete, file and serve Form 805, Proof of Enrollment for Batterer Intervention Program.

23 ☐ Other Orders

Other orders (specify): _____

24 No Fee to Serve (Notify) Restrained Person

If the sheriff or marshal serves this order, he or she will do it for free.

This is a Court Order.

25 Service

- a. ☐ The people in ① and ② were at the hearing or agreed in writing to this order. No other proof of service is needed.
- b. ☒ The person in ① was at the hearing on the request for original orders. The person in ② was not present.
- (1) ☒ Proof of service of Form DV-109 and Form DV-110 (if issued) was presented to the court. The judge's orders in this form are the same as in Form DV-110 except for the end date. The person in ② must be served. This order can be served by mail.
- (2) ☐ Proof of service of Form DV-109 and Form DV-110 (if issued) was presented to the court. The judge's orders in this form are different from the orders in Form DV-110, or Form DV-110 was not issued. The person in ② must be personally "served" (given) a copy of this order.
- c. ☐ Proof of service of Form FL-300 to modify the orders in Form DV-130 was presented to the court.
- (1) ☐ The people in ① and ② were at the hearing or agreed in writing to this order. No other proof of service is needed.
- (2) ☐ The person in ① ☐ ② was not at the hearing and must be personally "served" (given) a copy of this amended order.

26 ☐ Criminal Protective Order

- a. ☐ Form CR-160, *Criminal Protective Order—Domestic Violence*, is in effect.
Case Number: _____ County: _____ Expiration Date: _____
- b. ☐ Other Criminal Protective Order in effect (*specify*): _____
Case Number: _____ County: _____ Expiration Date: _____
(List other orders on an attached sheet of paper. Write "DV-130, Other Criminal Protective Orders" as a title.)
- c. ☐ No information has been provided to the judge about a criminal protective order.

27 ☒ Attached pages are orders.

- Number of pages attached to this seven-page form: -0-
- All of the attached pages are part of this order.
- Attachments include (*check all that apply*):
☐ DV-140 ☐ DV-145 ☐ DV-150 ☐ FL-342 ☐ FL-343 ☐ DV-900
☐ Other (*specify*): _____

Date: 5/30/2019

Honorable Jose S. Franco
Judge (or Judicial Officer)

Certificate of Compliance With VAWA

This restraining (protective) order meets all "full faith and credit" requirements of the Violence Against Women Act, 18 U.S.C. § 2265 (1994) (VAWA) upon notice of the restrained person. This court has jurisdiction over the parties and the subject matter; the restrained person has been or will be afforded notice and a timely opportunity to be heard as provided by the laws of this jurisdiction. **This order is valid and entitled to enforcement in each jurisdiction throughout the 50 states of the United States, the District of Columbia, all tribal lands, and all U.S. territories, commonwealths, and possessions and shall be enforced as if it were an order of that jurisdiction.**

This is a Court Order.

Warnings and Notices to the Restrained Person in 2

If you do not obey this order, you can be arrested and charged with a crime.

- If you do not obey this order, you can go to jail or prison and/or pay a fine.
- It is a felony to take or hide a child in violation of this order.
- If you travel to another state or to tribal lands or make the protected person do so, with the intention of disobeying this order, you can be charged with a federal crime.

You cannot have guns, firearms, and/or ammunition.



You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, and/or ammunition while the order is in effect. If you do, you can go to jail and pay a \$1,000 fine. Unless the court grants an exemption, you must sell to, or store with, a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms that you have or control. The judge will ask you for proof that you did so. If you do not obey this order, you can be charged with a crime. Federal law says you cannot have guns or ammunition while the order is in effect. Even if exempt under California law, you may be subject to federal prosecution for possessing or controlling a firearm.

Instructions for Law Enforcement

Start Date and End Date of Orders

The orders *start* on the earlier of the following dates:

- The hearing date in item ⑤ (a) on page 2, or
- The date next to the judge's signature on this page.

The orders *end* on the expiration date in item ④ on page 1. If no date is listed, they end three years from the hearing date.

Arrest Required If Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6.

Notice/Proof of Service

Law enforcement must first determine if the restrained person had notice of the orders. If notice cannot be verified, the restrained person must be advised of the terms of the orders. If the restrained person then fails to obey the orders, the officer must enforce them. (Family Code, § 6383.)

Consider the restrained person "served" (notified) if:

- The officer sees a copy of the *Proof of Service* or confirms that the *Proof of Service* is on file; or
- The restrained person was at the restraining order hearing or was informed of the order by an officer. (Fam. Code, § 6383; Pen. Code, § 836(c)(2).) An officer can obtain information about the contents of the order in the Domestic Violence Restraining Order System (DVROS). (Fam. Code, § 6381(b)-(c).)

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, the orders remain in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, § 13710(b).)

This is a Court Order.

Child Custody and Visitation

The custody and visitation orders are on Form DV-140, items ③ and ④. They are sometimes also written on additional pages or referenced in DV-140 or other orders that are not part of the restraining order.

Enforcing the Restraining Order in California

Any law enforcement officer in California who receives, sees, or verifies the orders on a paper copy, in the California Law Enforcement Telecommunications System (CLETS), or in an NCIC Protection Order File must enforce the orders.

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced in the following priority (see Pen. Code, § 136.2 and Fam. Code, §§ 6383(h)(2), 6405(b)):

1. **EPO:** If one of the orders is an *Emergency Protective Order* (Form EPO-001) and it is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. **No-Contact Order:** If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence in enforcement over any other restraining or protective order.
3. **Criminal Order:** If none of the orders includes a no-contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. **Family, Juvenile, or Civil Order:** If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

(Clerk will fill out this part.)

—Clerk's Certificate—

Clerk's Certificate
[seal]

I certify that this *Restraining Order After Hearing (Order of Protection)* is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by _____, Deputy

THE FOREGOING INSTRUMENT IS
A CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

MAY 30 2019

Clerk of the Court
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
V. ESPINOZA
DEPUTY



This is a Court Order.

Exhibit D

Darby Law Practice, Ltd.
4777 Caughlin Parkway
Reno, Nevada 89519

775.322.1237
Fax: 775.996.7290

darbylawpractice.com



Kevin A. Darby, Esq.
kad@darbylawpractice.com

Tricia M. Darby, Esq.
tricia@darbylawpractice.com

April 8, 2019

Washoe County Sheriff's Office
911 Parr Blvd.
Reno, Nevada, 89512

Re: *Eric Thomas Mesi v. Vanessa Marie Mesi*
Case No: D-19-585846-D

Dear Sheriff's Office:

Darby Law Practice represents Vanessa Marie Mesi in a Chapter 13 bankruptcy proceeding.

On Wednesday, April 3, 2019, a Washoe County Sheriff Deputy attempted to serve Darby Law Practice with documents relating to a divorce proceeding involving Ms. Mesi and her estranged husband, Eric Thomas Mesi. Believing the documents were related to Ms. Mesi's bankruptcy proceeding, office staff signed to accept delivery of the document. As it turned out, the document Darby Law Practice received were not related to her bankruptcy, but rather the attached Complaint for Divorce filed by her pro per ex-husband.

Darby Law Practice does not have authority to accept service of process on behalf of Ms. Mesi in any pending divorce proceeding. Darby Law Practice does not, and will not, represent Ms. Mesi in the above referenced case. Therefore, the attempted service of the enclosed complaint is hereby rejected.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Tricia M. Darby, Esq.



April 10, 2019

Tricia M. Darby, Esq.
Darby Law Practice, Ltd.
4777 Caughlin Parkway
Reno NV 89519

Re: Accepted service of civil process on behalf of Vanessa Marie Mesi

Dear Ms. Darby,

I am writing in response to your letter dated April 8, 2019 regarding the rejection of documents originally accepted by your office on April 3, 2019.

I contacted the plaintiff to advise him of your letter and asked if he had any other locate information for the defendant so that we may attempt to effectuate service personally. He stated he wanted the service to remain as is. In addition he requested that we produce an Affidavit of Service in lieu of a Declaration (see NRS 53) which we commonly generate for Nevada Courts.

Although I understand your stance on the acceptance of the documents, proof of service has already been submitted to the court and cannot be rescinded. The Washoe County Sheriff's office is not a party to the action so I advise you to contact the plaintiff or the court. The plaintiff is Eric Mesi and he can be reached at (775) 980-7635.

Sincerely,



L. Stuchell
Civil Supervisor

Monday, March 25, 2019

Eric Mesi
4500 Pencester ST.
Las Vegas, NV 89115

Attorney Tricia M. Darby
Darby Law Practice, Ltd.
4777 Caughlin Pkwy.
Reno, NV 89519

RE: Divorce Bankruptcy Case BK-16-50642-btb
D-19-585846-D
Department L

Dear Darby Law Practice:

Inform your client Vanessa Mesi aka Battaglia aka Reynold's council has been served. Your client will be responsible for two AT&T bills, cost of services and the two cell phones she ordered last year. In addition the AT&T U-verse account. Per the leased vehicle, leased solely in my name, your client I believe turned it in to a dealership unbeknownst to me. If they auction this vehicle off, there will be cost totaled at that time Vanessa Mesi is responsible for. Allstate is the insurer for that vehicle as well as the Mustang her son drives. Vanessa Mesi is responsible for any and all bills associated with these vehicles. The Premierone Classic Visa she has charged on several times last year, I had to pay off continuously, she would continue to use the ATM card attached to the checking account, which she knew the Classic Visa is an overdraft protection. Vanessa owes on that Visa as well. Paying for her move to Las Vegas Nevada she owes an extensive of an amount the Discover Card. I can be reached at 775-980-7638.

Sincerely,



Eric Mesi

Subject: FW: Divorce attached

From: Eric Mesi <eric.mesi@att.net>

Sent: Wednesday, May 1, 2019 9:10 AM

To: tricia@darbylawpractice.com; Jill Goff
<jill@darbylawpractice.com>

Subject: Re: Divorce attached

Your office has a Legal obligation to notify your client as well as the US trustee. Your office is interfering with my due process as well as a sworn duty to notify your client. Your office is the "Attorney of Record" for the bankruptcy and at this time you are committing Willful Blindness NRS 179.11635. I made every attempt to be civil about contacting your office.

Willful blindness (sometimes called ignorance of law, willful ignorance or contrived ignorance or Nelsonian knowledge) is a term used in law to describe a situation in which a person seeks to avoid civil or criminal liability for a wrongful act by intentionally keeping himself or herself unaware of facts that would render him or her liable or implicated. In *United States v. Jewell*, the court held that proof of willful ignorance satisfied the requirement of knowledge as to criminal possession and importation of drugs.

Although the term was originally—and still is—used in legal contexts, the phrase "willful ignorance" has come to mean any situation in which people intentionally turn their attention away from an ethical problem that is believed to be important by those using the phrase (for instance, because the problem is too disturbing for people to

want it dominating their thoughts, or from the knowledge that solving the problem would require extensive effort).

Eric Mesi

On Monday, April 29, 2019, 12:04:54 PM CDT,
<tricia@darbylawpractice.com> wrote:

Darby Law Practice does not accept service.
You need to serve her directly with all papers.

From: Eric Mesi <eric.mesi@att.net>

Eric Mesi

pdf

Hyun...e.pdf
151 KB

pdf

Vane...ill.pdf
237 KB

pdf

Docu...t.pdf
651 KB

Exhibit E

DV-120**Response to Request for Domestic Violence Restraining Order**

Clerk stamps date here when form is filed.

1 Name of Person Asking for Protection:

(See Form DV-100, item ①):

Vanessa Mesi Aka Battaglia Aka Reynolds

2 Your Name:

Eric Thomas Mesi

Your lawyer in this case (if you have one):

Name: Pro Se State Bar No.:

Firm Name: NA

Address (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):

Address:

City: State: Zip:

Telephone: Fax:

E-Mail Address:

Electronically filed
by Superior Court of CA,
County of Santa Clara,
on 5/6/2019 12:00 AM
Reviewed By: R. Guillermo
Case #19FL000267
Env. #2845042

Fill in court name and street address:

Superior Court of California, County of
Santa Clara

Fill in case number:

Case Number:

19FL000267

3 Use this form to respond to the Request for Domestic Violence Restraining Order (Form DV-100).

- Fill out this form and take it to the court clerk.
- Have the person in ① served by mail with a copy of this form and any attached pages. (See Form DV-250, *Proof of Service by Mail*.)
- For more information, read Form DV-120-INFO, *How Can I Respond to a Request for Domestic Violence Restraining Order?*
- This form is for a response to a restraining order request. For more information about how to request your own restraining order, read Form DV-505-INFO and Form DV-120-INFO (see the section called "What if I need a restraining order against the other person?")

The judge will consider your Response at the hearing.Write your hearing date, time, and place from Form DV-109, *Notice of Court Hearing*, item ③, here:**Hearing
Date**

Date: **Unknown

Time: _____

Dept.: _____

Room: _____

You must obey the orders in Form DV-110, *Temporary Restraining Order*, until the hearing. At the hearing, the court may make restraining orders against you that could last up to five years and could be renewed.

4 ☒ Relationship to Person Asking for Protection

- a. ☒ I agree to the relationship listed in item ④ on Form DV-100.
- b. ☐ I do not agree that the other party and I have or had the relationship listed in item ④ on Form DV-100 because: _____

5 ☒ Other Protected People

- a. ☐ I agree to the order requested.
- b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

(Specify your reasons in item 25, page 5, of this form.)

This is not a Court Order.

6 ☒ **Personal Conduct Orders**

- a. ☐ I agree to the orders requested.
b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

(Specify your reasons in item 25, page 5, of this form.)

7 ☒ **Stay-Away Order**

- a. ☐ I agree to the order requested.
b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

(Specify your reasons in item 25, page 5, of this form.)

8 ☒ **Move-Out Order**

- a. ☐ I agree to the order requested.
b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

(Specify your reasons in item 25, page 5, of this form.)

9 ☒ **Guns or Other Firearms or Ammunition**

If you were served with Form DV-110, Temporary Restraining Order, you must turn in any guns or firearms in your immediate possession or control. You must file a receipt with the court from a law enforcement agency or a licensed gun dealer within 48 hours after you received Form DV-110.

- a. ☒ I do not own or have any guns or firearms.
b. ☐ I ask for an exemption from the firearms prohibition under Family Code section 6389(h) because (specify): _____
c. ☐ I have turned in my guns and firearms to law enforcement or sold them to, or stored them with, a licensed gun dealer. A copy of the receipt showing that I turned in, sold, or stored my firearms (check all that apply):
☐ is attached ☐ has already been filed with the court.

10 ☒ **Record Unlawful Communications**

- a. ☐ I agree to the order requested.
b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

(Specify your reasons in item 25, page 5, of this form.)

11 ☒ **Care of Animals**

- a. ☒ I agree to the order requested.
b. ☐ I do not agree to the order requested, ☐ but I would agree to: _____

(Specify your reasons in item 25, page 5, of this form.)

This is not a Court Order.



12 ☐ **Child Custody and Visitation** "I Have no children"

- a. ☐ I agree to the order requested.
b. ☐ I do not agree to the order requested. (Specify your reasons in item 25, page 5, of this form.)
c. ☐ I am not the parent of the child listed in Form DV-105, Request for Child Custody and Visitation Orders.
d. ☐ I ask for the following custody order (specify): _____

- e. ☐ I do ☐ I do not agree to the orders requested to limit the child's travel as listed in Form DV-108, Request for Order: No Travel with Children.

You and the other parent may tell the court that you want to be legal parents of the children (use Form DV-180, Agreement and Judgment of Parentage).

13 ☐ **Child Support** (Check all that apply):

- a. ☐ I agree to the order requested.
b. ☐ I do not agree to the order requested. (Specify your reasons in item 25, page 5, of this form.)
c. ☐ I agree to pay guideline child support.

Whether or not you agree to pay support, you must fill out, serve, and file Form FL-150, Income and Expense Declaration, or Form FL-155, Financial Statement (Simplified).

14 ☒ **Property Control**

- a. ☐ I agree to the order requested.
b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

(Specify your reasons in item 25, page 5, of this form.)

15 ☒ **Debt Payment**

- a. ☐ I agree to the order requested.
b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

(Specify your reasons in item 25, page 5, of this form.)

16 ☒ **Property Restraint**

- a. ☐ I agree to the order requested.
b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

(Specify your reasons in item 25, page 5, of this form.)

17 ☒ **Spousal Support**

- a. ☐ I agree to the order requested.
b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

(Specify your reasons in item 25, page 5, of this form.)

Whether or not you agree, you must fill out, serve, and file Form FL-150, Income and Expense Declaration.

This is not a Court Order.



18 ☒ **Rights to Mobile Device and Wireless Phone Account**

a. ☐ I agree to the order requested.

b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

(Specify your reasons in item 25, page 5, of this form.)

19 ☒ **Insurance**

a. ☐ I agree to the order requested.

b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

(Specify your reasons in item 25, page 5, of this form.)

20 ☒ **Lawyer's Fees and Costs**

a. ☐ I agree to the order requested.

b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

Vanessa Mesi Aka Battaglia Aka Reynolds will pay all legal cost

(Specify your reasons in item 25, page 5, of this form.)

c. ☐ I request the court to order payment of my lawyer's fees and costs.

Whether or not you agree, you must fill out, serve, and file Form FL-150, Income and Expense Declaration.

21 ☒ **Payments for Costs and Services**

a. ☐ I agree to the order requested.

b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

Vanessa Mesi Aka Battaglia Aka Reynolds will pay all legal cost

(Specify your reasons in item 25, page 5, of this form.)

22 ☒ **Batterer Intervention Program**

a. ☐ I agree to the order requested.

b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

Vanessa Mesi Aka Battaglia Aka Reynolds will pay all legal cost

(Specify your reasons in item 25, page 5, of this form.)

23 ☒ **Other Orders** (see item 22 on Form DV-100)

a. ☐ I agree to the order requested.

b. ☒ I do not agree to the order requested, ☐ but I would agree to: _____

Vanessa Mesi Aka Battaglia Aka Reynolds will pay all legal cost

(Specify your reasons in item 25, page 5, of this form.)

24 ☒ **Out-of-Pocket Expenses** "Vanessa Mesi Aka Battaglia Aka Reynolds will pay all legal cost"

I ask the court to order payment of my out-of-pocket expenses because the temporary restraining order was issued without enough supporting facts. The expenses are:

Item: _____ Amount: \$ _____ Item: _____ Amount: \$ _____

You must fill out, serve, and file Form FL-150, Income and Expense Declaration.

This is not a Court Order.



Case Number:
19FL000267

25 ☒ **Reasons I Do Not Agree to the Orders Requested**

Explain your answers to each of the orders requested (*give specific facts and reasons*):

- ☐ Check here if there is not enough space below for your answer. Put your complete answer on an attached sheet of paper and write, "DV-120, Reasons I Do Not Agree" as a title.

*****See Attached

26 Number of pages attached to this form, if any: 105

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

Date: 5/3/2019

Eric Thomas Mesi
Type or print your name

Eric Thomas Mesi
Sign your name

Date: _____

No Lawyer Pro Se
Lawyer's name, if you have one

Lawyer's signature

This is not a Court Order.

DV-120 The attached from page 5 of 5

Vanessa Marie Mesi Aka Battaglia Aka Reynolds after getting married on November 25th 2005 her married name became Vanessa Marie Mesi.

Per the requested Restraining Order Vanessa Marie Mesi has gone by the Name Vanessa Marie Battaglia her previous married name. In her Bankruptcy Case 16-50642-btb in Reno, Nevada she goes by Vanessa Marie Mesi. I am unsure why she is going by Vanessa Marie Battaglia.

Vanessa Marie Mesi has an ongoing delusional mental illness. I have seen this exact same pattern when she divorced her previous husband Russell Battaglia III and his father Russell Battaglia Jr. (Which whom she lives with now) (See Exhibits "A", "B" Letters she previously wrote her attorneys and for her Divorce from her previous Husband), evidence shown proves no reason for a Restraining Order. I have reason to believe she still believes she is married to her Ex Husband Russell Battaglia III per her illness. Vanessa Marie Mesi has no right of claim for a Restraining Order, as there is no evidence of documentation of abuse. She only did this to avoid paying the expense for her move to Las Vegas Nevada and bills she still owes. Vanessa Marie Mesi continued to use my credit for several purchases for things she felt she needed such as Cell Phones, Vehicles, Insurance and more, because she knew she could not use her own credit while in Chapter 13 Bankruptcy, she went on to live a "**Life of Riley**" (11 U.S.C. §§ 1301-1330) on my credit, abusing financial credit rating. Vanessa Marie Mesi returned my leased SUV at a dealership, unauthorized by me, creating an early termination fee and other fees totaling \$6,000, which I am in collections for. Vanessa Marie Mesi, having Bipolar goes into a manic high where she was excited to be moving to a new home in Las Vegas Nevada, in a short time the newness wore off and she wanted to go back to California. Which she did with no argument from me. Vanessa Marie Mesi has done this to all creditors, gets a new leased car in my name and when the payment comes in the mail she doesn't want to pay, including auto insurance or any financial obligations she's required to pay. Vanessa Marie Mesi is quick to use my credit on everything she wants to buy, including

Cell phones, Clothing and automobiles yet hides it all from the Bankruptcy US Trustee and her Attorney. She continued to use the debit Card knowing it continued to charge on the Premierone Credit union Classic Visa Credit Card used for overdraft protection all throughout her Bankruptcy from 2016 to current. I had to repeatedly pay off the Visa in order to qualify for the new home in Las Vegas, Nevada I purchased. I received a lump sum reimbursement from Social Security Disability of \$30,000 at the end of 2017 and Vanessa Marie Mesi wasn't satisfied until all the money was exhausted. All of these illegal actions during Bankruptcy is being reported to the Bankruptcy US Trustee and her Attorney. These fraudulent activities is the reason why I filed for Divorce in Las Vegas Nevada case number D19585846D.

Life-of-Riley Federal Bankruptcy Law explained

One court commented in regard to a debtor's spending habits that the "debtor seeks only to obtain relief from his past excesses and, given his monthly budget, obviously intends to continue the extravagant lifestyle which has brought him here in the first place." In re Ploegert, 93 Bankr. 641,644 (Bankr. W.D. Ark. 1988). Mother court criticized a proposed Chapter 13 plan because it "would have allowed the debtors to retain the 'spoils of their 'buying spree," which caused the financial crisis while the unsecured creditors would receive only 12 cents on the dollar." In re Rice, 72 Bankr. 311, 312 (D. Del. 1987). 11 U.S.C. §§ 1301-1330 (1988).

Vanessa Marie Mesi is fully aware I solely had a Gun after someone entered my property as soon as I left my home in Sparks Nevada in 2008. When the gun was stolen (See Exhibit "C" Police Report) I filed a police report and have never bought another gun.

Both of my eyes have separated Retina and Gel medical issues. I couldn't see well enough to drive 700 miles to San Jose California to harm Vanessa Marie Mesi (See Exhibit "D" Doctors Notes). I have never had a history of harming anyone or have had a pattern of physical abuse which is

frivolous and hearsay to this Court asking a restraining order, which should be retracted.

Doctors would tell Vanessa Marie Mesi for years she was a borderline Diabetic, she would never listen to this advice. She will go to bed at night and insist I go to the store to get her chocolates; rather it would be cake, chocolate bars or candy of various sorts. Diabetes does not derive from anxiety in which I never caused. I would spend weeks running back and forth to the Hospital because she would insist I would bring her unauthorized food, while being on a Hospital Diabetic regiment. I would also be at home doing her laundry inbetween running back and forth to the Hospital. Vanessa Marie Mesi became so violent and angry at the nurse when the nurse searched her bags for hidden food in the Hospital. I also spent weeks administering her PICC-line for her infection, all I ever did was do my best to take care of her. I was tired of trying to get through to her that she is killing herself by eating all this bad food and smoking excessively. Vanessa Marie Mesi fall down twice at her Mother's home breaking her arm and getting bruises from the falls, which has nothing to do myself. I was relieved when she left for San Jose, California in December of 2018 for her Mother and Russell Battaglia Jr. to take care of her, as she's no longer my responsibility. I would have no cause to go seek or harm her in San Jose, California.

DATED this Saturday, May 04, 2019

Eric Thomas Mesi

Eric Thomas Mesi

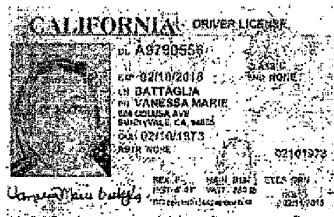
Eric Thomas Mesi Affidavit

History of events

1. Vanessa Marie Mesi abandoned her previous marriage and son and lived with me while married to Russell Battaglia III. Her claim was he would beat her if he found her.
2. Vanessa Marie Mesi went through years of custody battles with her ex husband. I had to be her savior to keep her from that mess.
3. She pestered me constantly for money to pay for her divorce attorney and custody legal battles with her Ex Husband Russell Battaglia III, from whatever little Social Security Disability I receive monthly.
4. I explained she could make a little money on eBay. She failed to send the items she sold. She blamed it all on me and I was arrested. Cost me \$12,000 to get out of that mess.
5. I bought a few investment homes in Patterson Ca. I made enough money to pay all fines off and buy a home in Sparks Nevada.
6. For the new home I ordered new window coverings that were \$7,800. Vanessa Marie Mesi withdrew \$8,000 from my checking account unauthorized by me, that I had this to pay for the window coverings. AJ whom installed them had police come to the home to arrest me for not paying him.
7. All along Vanessa Marie Mesi kept going back to San Jose, California with the excuse she has to see family. My father caught her hanging around Gustine California not working. She simply wasted fuel for no reason running back and forth to San Jose, California to Patterson, California to visit her Ex Husband, which put my father in collections and court being sued for the commercial CFN fuel credit under his trucking business.

8. My father had a separate home and we both wound up in illegal foreclosures on each home. Vanessa Marie Mesi during those 11 years never stood behind me she abandoned the marriage for years.
9. Vanessa Marie Mesi during this time went and lived with her ex husband and his new wife and new young boys for four years.
10. Vanessa Marie Mesi has never been a wife to me and stood by me on anything. Vanessa Marie Mesi constantly argued with my family and friends and anyone I ever knew.
11. I never was abusive. I tried to make her life better. I bought her several brand new vehicles;
 - A. 1-2003 Hyundai Santa Fe
 - B. 2-2004 Toyota Corolla
 - C. 3-2005 PT Cruiser
 - D. 4-2006 Chevy Equinox
 - E. 5-2010 GMC Terrain
 - F. 6-2017 Hyundai Santa Fe
12. In June 2016 I lost my income from Social Security Disability. Vanessa Marie Mesi never stood behind me on anything. I was extremely depressed. I walked away from the illegal foreclosure and moved to San Jose, California.
13. Having no income Vanessa Marie Mesi believed I needed to continue going on buying her new clothes. May of 2017, she took my Lane Bryant card and charged \$400 for new clothes. She knew she or I had no income to pay it back, which is also embezzlement being the fact she is in Chapter 13 Bankruptcy.
14. Vanessa Marie Mesi and I filed chapter 7 in 2012 after she charged up all credit cards. 3 years after that she changed up all her new credit cards again she filed chapter 13 bankruptcy. Vanessa Marie Mesi wrote two checks to a cash check loan place and they cashed them putting my checking account in a negative status by \$400. I had to call that creditor and insist they refund the money.

15. Vanessa Marie Mesi in her bankruptcy went by the name Vanessa Marie Mesi is her married name. On her license with DMV she lies saying her name is Vanessa Marie Battaglia. She mostly goes by Vanessa Marie Battaglia only uses the Mesi name when it benefits her. Another name she uses is Vanessa Marie Reynolds her name before she married Russell Battaglia III. This license proves she lived with her Ex Husband while married to Eric Thomas Mesi. If Eric Thomas Mesi was a control abuser he would have never allowed this to occur.



16. During her bankruptcy she charged on my Lane Bryant card several times and the Premierone Credit Union Classic visa was used for overdraft protection. Her bankruptcy US trustee ordered her to not use that credit card from Premierone or any of my credit. I received a lump sum reimbursement from Social Security Disability of \$30,000. As soon as I would pay the Premierone Credit Union Classic visa off, she would charge the card to the maximum of \$1,000 every other day. Doing so, she used up my entire \$30,000 I planned to save for my new home for the down payment in Las Vegas, Nevada. The Premierone Credit Union Classic Visa and her US bankruptcy trustee filed a motion in the federal bankruptcy court stating this bankruptcy fraud that she is rendering. Her attorney had to litigate this matter.
17. Moving to Las Vegas, Nevada, Vanessa Marie Mesi hid my Eureka Vacuum and Hoover Shampooer taking from the moving truck and left it in San Jose California. I bought these items before I married to her and these items do not belong to her, she is constantly conning, embezzling and abusing me.
18. Vanessa Marie Mesi is a professional Con-Artist, took advantage of my family and myself. She has Conned Regina Porter and her family, my mother Betty Mesi and myself throughout our marriage.

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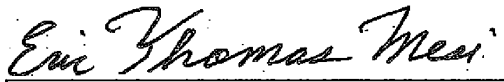
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NEVADA ACKNOWLEDGMENT

I swear under penalty and perjury this is the truth and nothing but the truth.



Eric Thomas Mesi

Exhibit Cover Sheet

Exhibit "A"— Vanessa Marie Mesi wrote to her Attorney Scott Sagaria indicating her mental illness. **6--Pages**.

Exhibit "B"—Vanessa Marie Mesi wrote to her attorney Benita Ventresca on January 12th 2006 stating not mental, which indicates her mental illness was constantly enforced in her divorce and child custody case. **4—Pages**.

Exhibit "C"—On March 6th 2017 Eric Thomas Mesi filed a Police report of the missing gun. **4—Pages**.

Exhibit "D"—Eric Thomas Mesi medical evidence of his Eye Retinas Separation, no possible way he could drive 700 miles to harm Vanessa Marie Mesi, Restraining Order is requested to be retracted. **3—Pages**.

Exhibit "E"-- Divorce wrong diversity Motion to set aside Dismiss 4-10-2019, which shows additional evidence why the Restraining Order is requested to be retracted. **81—Pages**.

Exhibit “A”

Exhibit “A”

From Vanessa Battaglia 8/6/2005

To: Scott Sagaria
333 West San Carlos Street
Suite 1700
San Jose, CA 95110- 2740

My name is Vanessa Battaglia, mother of Russell Battaglia IV. I was 16 years old when I met Russell Battaglia III at Gunderson High school we were in the same physical education class during first period. When Russell and I met we fell in love instantly, we spent most of our days and nights together, getting to know one another. We had a daughter by the name of Felicia together on August 17, 1990. Russell and I were very young at the time and were not mature enough to be parents. My mother has custody of my daughter, and she is doing great. Russell and I had an extremely hard time adjusting to the placement of our daughter but in my heart I knew at that time it was in the best interest for her. Russell and I struggled for off and on with jobs, and places to live. We lived with his father, mother, friends, and in our own places. Russell and I moved in an apartment complex on 7th street in San Jose, Ca. I then conceived our son Russell IV; he was born on August 9, 1997. During my pregnancy I had gestational diabetes, when Russell was born he was placed in ICU due to having blood incompatibility my blood type is O-, and his was A+ which is his fathers blood type. The doctors had to get Russell's jaundice down. He was there for about 5 days, and then came home with us. About a week later I was changing my son's diaper, and there was quite a bit of blood in his diaper. I called the pediatrician who was Dr. Horvath at the time, who was not in the office so Dr. Stone seen my son he happens to be my daughters pediatrician as well. Dr. Stone admitted my son on more than one occasion due to the fact my son was lactose intolerance and was unable to have soy milk as well we tried all of the expensive baby formulas, goats milk, and we then made the decision Russell needed breast milk, and we received donated milk for the mothers milk bank from Valley Medical Center it saved his life I was real worried about his condition, when my son was hospitalized I was there day in and out with him I spent all my time there with him unless I had to get something to eat or take a shower. I never left him alone in the hospital. I was at home for 6 weeks a week before I delivered him, and 5 weeks after I then went back to work at the Goodwill, Russell III was not working at the time so he stayed home with our son, until he could get a job. He was home for about 4 months with him while I worked, and my son was in and out of the hospital during the time so I was unable to continue working, I needed to be with my son, and Russell's job at the time was more money than I was making. We then moved into a bigger place and near Campbell and we lived there for 3 years that is when Russell, and my relationship started going our separate ways but neither one of us wanted to face it. So I kept trying for the sake of my son, which I know now never works, and is not the best choice for everyone involved. I went back to work for Aromat Corporation and worked there for almost a year the company then moved to Mexico and I didn't except there offer, so I was out of work again for a little while, I was unable to pay for Montessori school that I enrolled my son in at the time so I was again a stay home mom. I did shortly after go to work for Bachrodt elementary school in San Jose, Ca as a Special Education II One on One aide for a child who was extremely intelligent but had severe

behavioral problems, and had friends that did not exist. I worked for the district for 3 years until the laws changed of having an AA degree, or 48 college units I had neither. I did graduate from Bryman College in San Jose as a Medical Assistant. I worked for Dr. Kites office, and home care, and then the school district because I have a compassion to help others who need it. In 2002, Russell and I were just not getting along, there were drugs, arguing, and fighting going on. I had to have the grandfather Russ Jr. come to my rescue every time to help me, with food, and paying our rent and bills, because Russell was making wrong choices by using the money for drugs, and alcohol. I begged Russell to stop using drugs and to get help. I also asked him to go to therapy with me so we could work on our marriage his statement was they were quacks and they don't help. I was in and out of the hospital for depression because I thought that there was something wrong with me. The doctors stated I had Bipolar at the time. When I left Russell in January of 2003. I left because I knew in my heart things were not going to change and I needed to do what was best for my son and I. I could not go on letting my son think that the way we were living was ok and that it was normal to see his dad hit me, and hearing the arguments, and also seeing the drug paraphernalia in our home underneath the bathroom sink. I did not have a chance to get my son because he took off with him the night before and stayed at a motel with him, and I called his fathers the next day and told him I was leaving him, and I was never coming back to him. He told me to have a nice life until he knew that I was serious he called everywhere for me and looked for me and my mother made him go with her to the San Jose Police Department to file a missing person's report. My mom at that time thought something happened to me because I never called anyone I did not want to go back to a bad situation I knew if I contacted him at the time I would have gone back to him out of guilt. I contacted my mother and she helped me get through it. When I left I went with Eric Mesi, who has been in my life and my son's life since 2001 he was our friend and friends of the Battaglias for decades. I went with Eric so I could have a safe place for myself. I hired an attorney by the name of Scott Sagaria, and filed for divorce, and custody of our son. We saw Mr. Chow the emergency screener and I told him and I will always say this My son deserves to know his father, and his fathers family. It is important for him to have a relationship with everyone in his family including mine. When Russell and I received our orders from Mr. Chow everything was going good for awhile until Russell played on emotions making believe that he was going to get help, and change, and do things different in his life, I started to believe him but he once again he only wanted me to hear what I wanted so he could get his own way. as a matter of fact his whole family is like that. I went back to therapy for all of these current issues that he was putting me through and my psychologist, and psychiatrist came to the conclusion I did not have Bi-Polar it was my environment around me causing my stress, and my irritability, and that is why my emotions were iraducle was because of them playing on my emotions, and I allowed them to. I then went to Russ Jr. and asked him if he could temporarily take my son until I can establish my life so I can give my son what he needs he agreed, and it was only suppose to be temporarily. I was continuing working for the school district when I moved to Patterson, I commuted everyday, for 6 months until summer school was out which was in July, I then went to work for Best Western Hotel here in Patterson, up until April 30, 2005 because they bounced my payroll checks on more than one occasion. I then went to Real Estate school and graduated with a certificate from California Career College in Manteca, Ca. I am waiting to take my state exam so I

am able to go to work with Real Estate. I live with Eric Mesi who is 41 years old, he has lived in Patterson since 2002. He owns his own home and two others as well in Patterson, he does Real Estate for a living he also owns his own trucking company called BTS which stands of Bulktransportsystems. It is a family owned business. Eric has been very supportive of everything that I have gone through and that I am going through. My son and Eric have a great relationship they always have. Eric treats my son as if he were his own, but does not interfere with his father, nor the Battaglias period. He does a lot for my son he buys him toys, clothes, shoes, and jackets that we have bought and sent him home with him and never received them back during his visits with us. Now we had to buy him clothes for them to stay at our house. I asked the grandfather, and the father to help with gas here and there and only received it a few times. I have had to go to and from San Jose to get pick, and drop off my son. I only asked for them to help me even meet me half way was to much for them because it was an incovience on there part. Also, Russell III and his girlfriend Aprils relationship is not healthy for my son due to you never know what is going to happen next. My son loves his dad and his dad loves him very much, but April snaps and does things out of the ordinary at times. Many of the Battaglias came to me and stated they have seen her grab my son by the arm and say things to him with a mean look on her face. My son does not feel comftorable around her and does not trust her at all since his father was stabbed last October by April which the kids seen it and new about it they were there and of course April, and Russell deny it, because supposedly it doesn't state it in the police report so they say prove it. April has also called my son a fat ass which is completely inappropriate for an adult to say to any child. If his father was on his own then yes I would say that I would feel comftorable in sharing physical custody with him because when he has that one on one time with his son it is a great time for both of them. Russell and April are having a new baby which is supposed to be born in September sometime, my son is not happy about that situation at all. From what I hear none of the Battaglias are happy about that. Grandfather told me that in June when my sons school was finished I would be able to get physical custody back of my child, but I needed to do it legally he also told my sons paternal grandmother the same thing which is his ex wife. I did what he asked and he now is making it difficult. I understand that Russ Jr. has had my son in his life since he was a baby, but his son and I were together at that time he needs to also understand that we are not together any longer and my son needs to be with one of his parents. I appreciate every thing that Russ has done but it is time for my son to be with a parent which Russ agreed with until the time came to doing so. I have moved on with my life, but I never once discluded my son from my life. I look forward to my phone calls, and my visits with him. I feel like my life is incomplete without my son and I cant set a wedding date for next year until I know that my son's home is with me. I am only trying to make right choices in my life. Russ did not want to go to trial at that time in which I requested the trial with Judge Car, she granted it and grandfather wasn't happy with it so he had Walter Hammond fix the restraining order. I feel there was nothing but a big game being played then I know in my heart I had nothing to do with his hospitalization I do not have it in me no matter how bad a situation is. I also believe that I was an easy target at the time to because I had a journal that I was writing in every night grandfather went through my belongings and read it. I never saw it since he denies finding it I wrote personal things in there that I was to document for my attorney and myself. That is why the restraining order was placed, also because great

grandmother always has to run everyones life or she threatens eviction on them and that is what she does with her son Russ Jr. he rents the house he is in from his mother. I learned that thinking things through and making sure they are the right choices in my life and my children before I do anything because there health safety and welfare are most important in any situation. I have moved on with my life with Eric who is a wonderful man that loves me and my children and excepts the situation and helps us deal with issues as they arise to make it easier on all of us so we do not have to face any of this alone. I thank Jesus every day for giving me the chance to do things right in my life and giving me another chance to make things right and make a better life for my self I have never been this happy before and I am greatful everyday when I wake up. I also do not want to repeat bad choices, and do things right in my life because I don't want to repeat the same mistakes as I have done before I want to make sure that this transition is good for my son as well. I will not make irrational decisions in my life no longer, I think things through and think about them before making any decision. In September of 2003 I asked Russ Jr. to please help by taking care of my son until I was able to get back on my feet, in which he did. At the time I was staying with the grandfather temporarily it was for 2 weeks only I then moved out and the next thing I new there was a restraining placed on me to stay from grandfather because I supposedly caused him to have a heart attack and then later on it came out it was stress and then I never asked the father because I new that would not be a good permanent place for my son. Since grandfather has had my son he has been there for him. I feel it is time for my son to be with a parent and the best parent for him would be me. Grandfather is single, with a girlfriend that comes over on weekends, and during the week occasionally also has had some medical issues with his legs, he also should be able to live his own life now he raised his children and now it is my turn to do the same I am very greatful for the help he has given but it is time for my son to be with me. Russ III father should not have Russell permanent there are to many issues in his relationship with his girlfriend my son does not trust her and I cant trust the fact that she may lash out again and my son will get trauitized all over again she stabbed his father in front of him several times on October 30, 2004 and I have not trusted her since to be around my child. I fear that she has issues and she needs to fix them. My mother in law, his aunt, and Eric has seen her grab my son and stare at him like she wanted to do something to him. My son since all of this does not trust her. If Russ III was on his own with my son the situation can be trusted until he proves otherwise, but April and him together is bad news for my son. What I am looking for is 3 weekends a month with father. He also can have him for a week, or two when my son is on breaks. He may also have Thanksgiving, and Christmas morning with his father my son will go to grandfather Christmas Eve as always. I will have my son for a little while towards the evening time with my son so we can have a little Christmas together as well. I will share Easter as well. It has worked this way so far and I will not change the pattern so all parties are happy. Halloween will be with me if it is during the week because of school the next day unless it is on the weekend his father may have him. I am not asking anything from father except to provide medical insurance for his son so he is able to stay on the same insurance. I do not mind having him on mine as I have done before but I think I am being fair.

Example of what I go through:

I am to have my son the second and fourth weekend of every month some how our visits got mixed up father had my son the fourth weekend and now it is the first weekend in which I thought I would be able to have my visit on the first weekend of August. I picked my daughter and son up on Tuesday to spend the night because we went to Marine World on Wednesday grandfather new this because I called in advance. I called him Monday evening to confirm my picking him up on Tuesday he said that my son had a therapy appointment on Wednesday I asked him why did he make that appointment for that day when he new that he was coming with me. He claims he didn't know which is untrue it is just a game he is playing because I go through this all the time with him. I told him that I had a therapy appointment on Tuesday with his therapist and I was willing to give up my session for him to come with me. He said fine. I asked to keep him and bring him home on Sunday so I can do something for his birthday he told me no because he had an eye appointment on Thursday for his eyes. I then asked him can I pick him on Friday he said no because it was his dads weekend I said well his dad had him last weekend he said last weekend was the 5th weekend and that was my weekend and he wanted to go with his dad. I told him no there is only 4 weeks in July that was untrue he said no so I did not argue I said fine but that I wanted to take him the day of his birthday so I can celebrate it with him as of now he told me no because his parents and him were celebrating it that day. I am the mother and this is how I can treated on holidays and birthdays his family comes first and I can have my son after the fact and I always share everything with them. I find it completely unfair and these are issues that need to change right away. I waited to send this letter so I can give you a current example of what I go through.

Thank you,

Vanessa Battaglia

Exhibit “B”

Exhibit “B”

To: Russell Battaglia JR.
CC: Russell Battaglia III

January 12, 2006

In our court documents it clearly states that no Parent or Grandparent is to talk of the other parent or grandparent in front of the child.

On December 25, 2005 around 8PM Russell Battaglia III, came to my mothers (Monica Cayton) home to bring my son to open his gifts from my daughter Felicia, my sister, and my parents, and in return were picking up my daughter to go the to the paternal great grandparents (Russell Battaglia SR., and Josephine Battaglia) for desert and to receive her gifts from them.

I received a phone call from my son shortly after they left my mothers home yelling at me saying I didn't allow him to bring his guitar that my mother bought him home with him so he could show Russ Jr. I explained to my son there are rules in our home that apply. My son once asked if he could take his video game home and we told him no, he took it anyway without permission. I called Russ JR. and told him to take it from my son because he took it knowing I said no to him. Eric, and I went to see Cynthia Francis who is my sons therapist to talk about setting up limits and boundries with Russell when he comes to our home, and that my son needed to know that when we set rules they apply for him to follow. In which was if my son wanted to bring anything home from our house he is to ask our permission if we allow him to bring it home it is to come back to our home in the same working order that he left with it to teach him responsibilities and if he forgets to bring it back then he cannot take anything home for 2 visits. Everytime I allowed my son to bring something home it would never come back or I never seen the same clothes on him again that I had bought for him. I explained the Rules to my son on the phone that evening and he still continued to argue. I couldn't understand why, he was still persistant regarding the guitar but it is very clear to me now.

I asked to talk to his father because I couldn't believe that they were allowing him to talk to me the way he was. His father (Russ III) said that Russell should be able to take his toys home with him so he can play with them what was the point of him opening them up then. My son knows the rules and his father was trying to go over my head with the rules in our home. He then stated to me that well I am going to go out and by him a better guitar so he will have that I tried to explain to him that wasn't the point he needs to have boundries and you are letting him think that my rules are not ok when they were set up with a therapist. I also asked him how can he allow my son to talk to me that way he said he new nothing of it when I heard all of the adults talking about it in the background.

Everyone of the adults that were there were talking about me on Christmas day, in which I do not go around any of these adults for them to talk about me especially in front of my children. My daughter is old enough to know what is right and wrong she could not believe the things they were saying. It bothered her very much.

Also, I feel my son has no respect for me because the Battaglias make it ok for him not to. When I have my son by myself we are fine but when the Battaglias are around he acts

out horribly to me. I feel that there is brain washing going on due to the way my son treats me at times.

Also, on the same evening Josephine Battaglia (great grandmother) first tried to accuse her grandson Russ III on getting Victoria Secrets, and some clothing store I cant remember the name of it but my daughter new because my sister shops there occassionally credit cards in her name, then tried to turn around and say that I got them in her name in which I do not know her social security number, and they check your ID at purchase, and I am to big to wear small clothing like that. My husband has great credit and I don't need anything from anyone I do not even know why I have to justify myself to anyone regarding these ludicrous accusations that are being said infront of my children. My daughter is so beside herself that these adults have no respect for any one including there own family.

Also, it was mentioned that my daughter stated that her brother Russell belongs with me as his mother, and that upset them tremendously my daughter Felicia said that because she knows that he would be raised properly, and that he wouldn't be taught wrong in life. She was raised by my mother the same way I was so she knows when things are not right. The Battaglias were very angry that my daughter said this.

My daughter also couldn't believe that her great grandmother screamed out to her husband that she wasn't his F***ING Niger that just blew her away. I do not raise any of my children to be prejudice I was not raised that way we are all equal in gods eyes.

I will not stand for anybody putting me down in front of my children I am taking this to the courts because it is cleary an ongoing situation that will never change and I am not going to allow my daughter, or son to be apart of this behavior any longer it is behavior I don't subject myself to there for I will not allow my children to be subjected to this.

My daughter said that she will not go to the grandparents home any longer, she said they have never been in her life anyway she just wanted to see her dad and brothers.

I have not been around the Battaglias in three years they know nothing about my life now and for them to fabricate things in there own minds is unbelievable to me I have never known for any adult to act, or behave the way the Battaglias do. I know for one that I do not put down anyone in that family because I know that my son would have no respect for me if I did. I keep to myself and talk to my husband or my sons therapist regarding the situation

Oh yes and there is another important factor that I do not want to forget Josephine Battaglia has told many fabricated stories in the past .

1. She told Eric, that I stole \$600.00 from my mother to buy myself a brand new pair of shoes, which was clearly untrue I went to my mother and told her of this and she could believe that was something she would fabricate. This was clearly untrue and any one could talk to my mother if they choose.

2. She tried to state that I stole \$2,000.00 from her son, (Russ Jr) in which I confronted her son on it and he said that she was lying he never told her that, and that she needed to keep her mouth shut those were exact words.
3. They also, are going around and trying to convince everyone that I am mental and my doctor clearly stated to me that I wasn't mental, my environment at the time was causing me to be extremely depressed once I left the marriage I have been fine.

They are clearly making up any stories that they could because they aware of the EBAY situation that was clearly a mistake that was made and is corrected I paid my dues and nothing of the sort has ever happened again. I was not raised a thief and I never will be a thief.

4.

Please note Josephine Battaglia is placed on the court order to be my sons caretaker if Russ needs some one to watch him in which I would like to see that executed due to the situations that arise when my children are present around her, and her children.

Please also note that I want any legal action taken to towards these acts, that have been done around my children if it continues on.

Thank you,

Vanessa Battaglia

Exhibit “C”

Exhibit “C”

Reason for Visit

Reason
Eye emergency

Encounter Details

Date	Type	Department	Care Team
09/11/2018	Office Visit	SAN CARLOS OPHTHALMOLOGY 301 INDUSTRIAL ROAD SAN CARLOS, CA 94070 650-596-4220	Rahimy, Ehsan, MD 795 EL CAMINO REAL PALO ALTO, CA 94301-2302 650-853-2974 650-853-6086 (Fax)

Encounter Details

Date	Type	Department	Care Team
10/29/2018	Office Visit	Palo Alto Ophthalmology 795 El Camino Real PALO ALTO, CA 94301 650-853-2974	Rahimy, Ehsan, MD 795 EL CAMINO REAL PALO ALTO, CA 94301-2302 650-853-2974 650-853-6086 (Fax)

Reason for Visit

Reason
Retina follow up

Encounter Details

Date	Type	Department	Care Team
11/20/2018	Office Visit	SAN CARLOS OPHTHALMOLOGY 301 INDUSTRIAL ROAD SAN CARLOS, CA 94070 650-596-4220	Rahimy, Ehsan, MD 795 EL CAMINO REAL PALO ALTO, CA 94301-2302 650-853-2974 650-853-6086 (Fax)

11/20/2018	Office Visit	Ophthalmology	Rahimy, Ehsan, MD
10/29/2018	Office Visit	Ophthalmology	Rahimy, Ehsan, MD
09/20/2018	Office Visit	Ophthalmology	Rahimy, Ehsan, MD
09/11/2018	Office Visit	Ophthalmology	Rahimy, Ehsan, MD

Exhibit “D”

Exhibit “D”



Secondary Family Caregiver Approval Letter

Date: 07/25/2018

Dear Ms. Vanessa Marie Battaglia,

Thank you for participating in the Program of Comprehensive Assistance for Family Caregivers and supporting our Nation's Veterans.

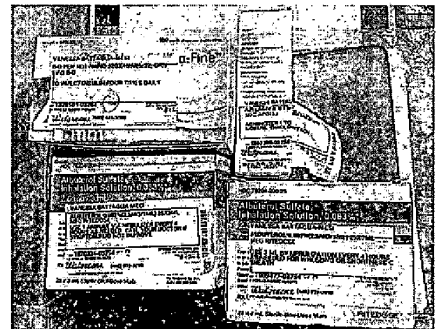
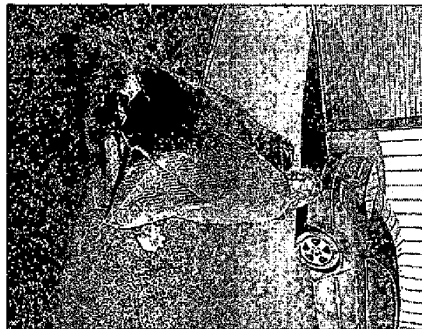
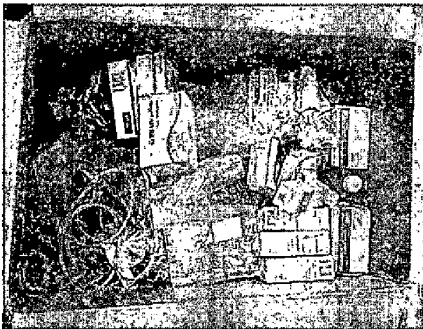
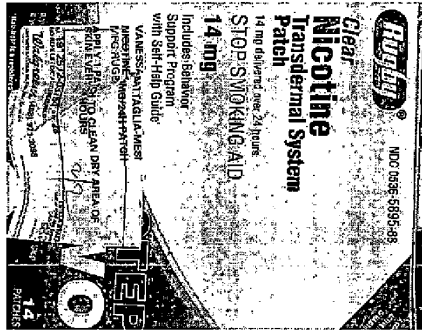
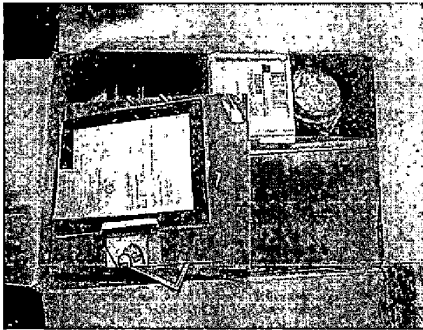
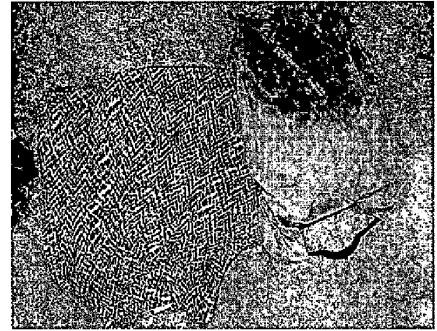
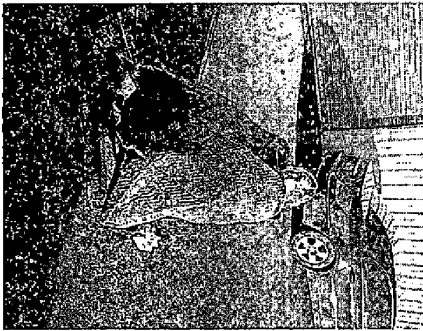
This letter is to inform you that you have been designated and approved as the Secondary Family Caregiver for Felicia Marie Dodge. As an approved Secondary Family Caregiver, you have agreed to or have demonstrated the following eligibility criteria:

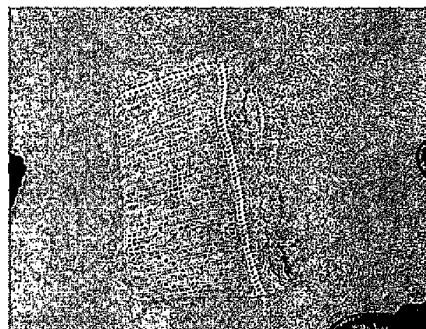
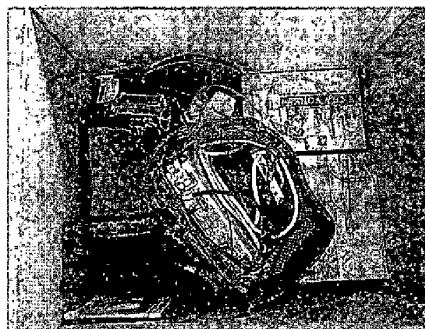
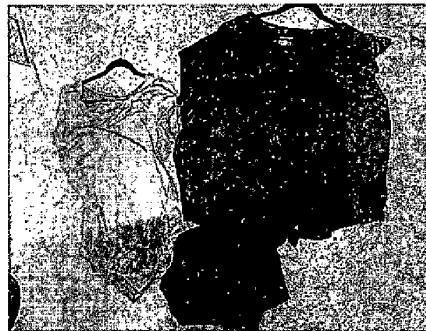
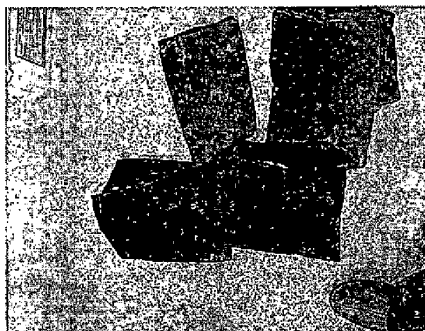
- You are at least 18 years of age.
- You are a family member such as a parent, spouse, child, stepfamily member or extended family member, or you are not a family member but are living with the Veteran full time.
- There are no substantiated reports of abuse or neglect of the Veteran that have been documented in the Veteran's electronic health record.
- You have demonstrated the ability to communicate and understand details of the treatment plan and any specific instructions related to the care of the Veteran.
- You have demonstrated the ability to provide personal care services to include such things as assistance with activities of daily living (i.e., bathing, eating, dressing, toileting) required by the Veteran, and/or providing supervision to prevent the Veteran from harm to self or others.
- You have demonstrated the ability to follow a treatment plan listing the specific care needs of the Veteran, without direct supervision.
- You have demonstrated the ability to carry out core competencies as well as additional care requirements as prescribed by the Veteran's care team.

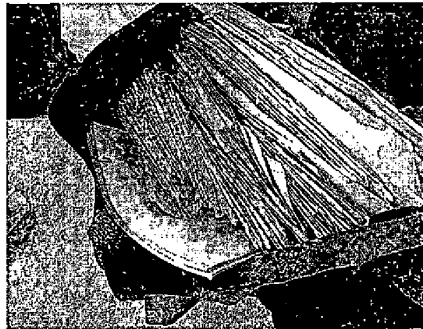
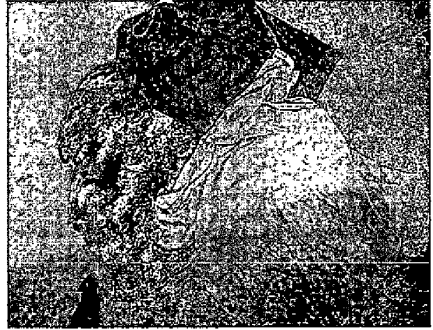
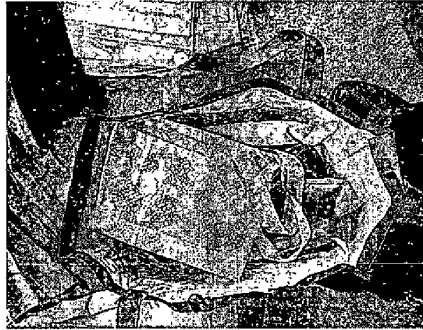
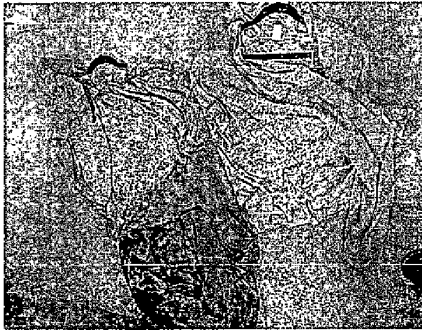
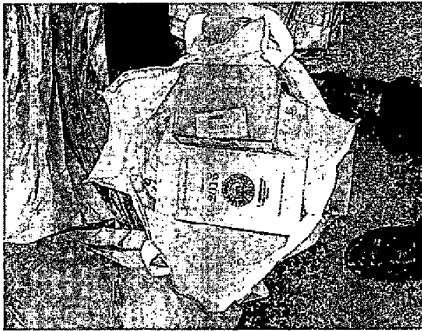
EXHIBIT “B”

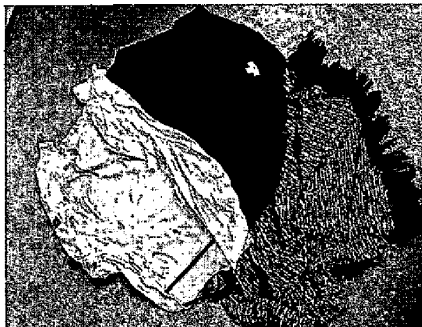
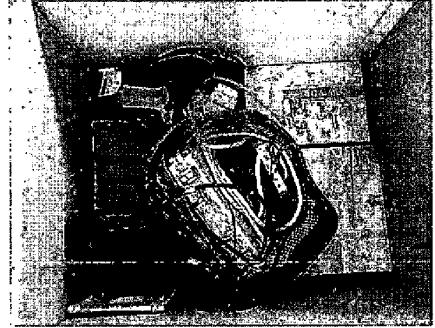
EXHIBIT “A”











1 **Exhibit "E"**--Eric Thomas Mesi's (Husband) Eye Retina Visits Eye Medical
2 records, shows he could not drive 700 miles to California from Las Vegas,
3 Nevada, to harm Vanessa Mesi to remove the TRO. **3—Pages.**

4
5
6
7 **Exhibit "F"**--Discover Credit Card Charges Vanessa Mesi generated for
8 her move. Payment Coupons from September 2018 to January 2019. In
9 addition; Vanessa Mesi never informed the US Trustee or her Counsel in
10 her Chapter 13 Bankruptcy Case she borrowed monies. **Pages—27.**

11
12
13
14 **Exhibit "G"**--Serving Bankruptcy Counsel, explaining how Divorce
15 correlates with the US Trustee and Bankruptcy Court. **8—Pages.**

16
17
18 *Eric Thomas Mesi*
19

20 Eric Thomas Mesi

21
22 4500 Pencester
23 Las Vegas, Nevada 89115
24 775-980-7638
25 In Proper Person

26
27 Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka Vanessa
28 Marie Reynolds Vs Eric Thomas Mesi Motion to Dismiss Divorce Case

Certificate of service

I hereby certify that on the, Wednesday, April 10, 2019 I Eric Thomas Mesi caused a true and correct copy of the foregoing **"MOTION TO DISMISS"** to be served via U.S. Mail, located at Las Vegas, Nevada, in a sealed envelope with first-class postage fully prepaid and addressed as follows:

Vanessa Marie Mesi,
Aka Vanessa Marie Battaglia,
Aka Vanessa Marie Reynolds
4304 Hampshire Place
San Jose, CA 95136

DATED this Wednesday, April 10, 2019



Eric Thomas Mesi

**4500 Pencester
Las Vegas, Nevada 89115
775-980-7638
In Proper Person**

**Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka Vanessa
Marie Reynolds Vs Eric Thomas Mesi Motion to Dismiss Divorce Case**

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1 Fusion removed from his back on **February 2nd 2018**, which he has no
2 capability to harm anyone including any and all eye stress, there is no
3 cause of action or standing for a Temporary Restraining Order which is
4 demanded to be dismissed.
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8 **III. VANESSA MESI'S REQUEST TO WAIVE COURT FEES AND**
9 **PROCEED IN FORMA PAUPERIS**
10

11 Vanessa Mesi applied for a Fee Waiver in this Court to eliminate
12 paying Court Fees. Vanessa Mesi fails to state she DOES NOT pay rent
13 and she turned a Lease SUV into a Dealership and now has NO Vehicle
14 Payment or Vehicle Insurance to pay. She makes \$1,813.95 every other
15 month from the Navy (See Exhibit "B" Navy income). She applied for Medi-
16 Cal through California State stating she has no income which the State of
17 California pays all medical expenses, leaving her with NO Co-pay per each
18 doctor visits. In addition; Vanessa Mesi applied for Medi-Cal under the
19 Vanessa Battaglia name, it is apparent that she **misled** this Court applying
20 for a Fee Waiver.
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27 **Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka Vanessa**
28 **Marie Reynolds Vs Eric Thomas Mesi Motion to Dismiss Divorce Case**

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3 **II. MOTION TO DISMISS RESTRAINING ORDER**

4 On **September 11th 2018** Vanessa Mesi is well aware Eric Thomas
5 Mesi (Husband) had a rush surgery for his right eye (See Exhibit "E"
6 Medical Records, proves he has no ability to drive 700 from Las Vegas to
7 San Jose, California, to attack Vanessa per her Restraining Order). Doctor
8 Ehsan Rahimy MD warned Eric Thomas Mesi to DO NOT do anything
9 strenuous referring to any and all arguments or moving to Las Vegas,
10 Nevada. Vanessa Mesi was also informed Eric Thomas Mesi's left eye may
11 contract medical problems as well, which on January 27th 2019 from the
12 move to Las Vegas his left eye had Gel Separation (Posterior Vitreous
13 Detachment). Eric Thomas Mesi visited the Eye Retina Consultants in Las
14 Vegas Nevada (See Exhibit "E" Notice from Doctor, "Extended
15 Ophthalmoscopy and OCT Report") Eric Thomas Mesi has not had any
16 arguments with Vanessa Mesi, her only anger was she DID NOT want to
17 pay Betty Mesi's Discover Card for the moving expenses, which her
18 Temporary Restraining Order Filing is Frivolous, Irrelevant and misleading
19 to this Court with NO standing. Eric Thomas Mesi also had a metal spine
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28 **Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka Vanessa
Marie Reynolds Vs Eric Thomas Mesi Motion to Dismiss Divorce Case**

1 Sparks, Nevada then travel to San Jose, California, to load all of the Mesi
2 belongings, and then continued to Salinas, California, to pick up Betty
3 Mesi's Belongings (Eric Thomas Mesi's mother). That completed the first
4 trip to Las Vegas, Nevada. The second trip consisted of driving to Sparks,
5 Nevada, to load the rest of the belongings that were in the Public Storage
6 to bring back to Las Vegas, Nevada. Betty Mesi paid the entire move,
7 including the U-Haul Truck Rental, fuel, paid movers, various hotel stays
8 and food per Vanessa Mesi's agreement to repay back the Discover Card
9 that belongs to Betty Mesi. After Vanessa Mesi was approached on how
10 she plans to make installment payments back to Betty Mesi's Discover
11 Card she became very argumentative and violent. Vanessa Mesi wanted to
12 break all agreements with Betty Mesi stating she refused to pay back the
13 debt she borrowed for the moving expenses. Vanessa Mesi being violent
14 on December 30th 2018 became very unstable and started calling her
15 family. Eric Thomas Mesi agreed instantly with no argument or dispute to
16 take her to the Las Vegas Nevada McCarran International Airport. He
17 continued and helped her with her luggage and that was the last time her
18 husband saw her, which left her with NO standing for a Restraining Order.
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27 **Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka Vanessa**
28 **Marie Reynolds Vs Eric Thomas Mesi Motion to Dismiss Divorce Case**

1 **Exhibit "G" explains reporting to Bankruptcy Court and why the**
2 **Plaintiff's Counsel was served;**

3
4 **a. 28 U.S.C. § 157(b)(2)**

5 **b. 11 U.S.C. § 707(b)**

6 **c. 11 U.S.C. § 362(a)**

7 **d. 11 U.S.C. § 362(b)**

8 **e. 11 U.S.C. § 362(b)(2)(A)(iv)**

9 **f. 11 U.S.C. § 362(c)**

10 **g. 11 U.S.C. § 362(d)(1)**

11 **h. 11 U.S.C. § 541(a)**

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17 Vanessa Mesi began her move to Las Vegas, Nevada, on **November**
18 **26th 2018**. At this time two trips with a 26' U-Haul began (See Exhibit "F" U-
19 Haul and moving expenses Discover Charges September to January). Eric
20 Thomas Mesi, Vanessa Mesi and Betty Mesi drove to Las Vegas, Nevada,
21 on **November 26th 2018** for the walk through of the new home and to close
22 escrow on **November 29th 2018** before moving. The first trip included
23 renting a U-Haul in Reno, Nevada, picking up items from Public Storage in
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27 **Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka Vanessa**
28 **Marie Reynolds Vs Eric Thomas Mesi Motion to Dismiss Divorce Case**

1 or any claim per this Divorce filings across state line. Eric Thomas Mesi has
2 seen NO filings or documentation from this case, through Odyssey Efile
3 System Tech Team notated this case while E-Filing into the Nevada
4 Divorce Case **D-19585846-D** and asked this Court to provide any and all
5 case filings be mailed to Eric Thomas Mesi. Eric Thomas Mesi can only see
6 the court ledger.
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11 **FEDERAL BANKRUPTCY LAW REFERENCE**

12 ***11 U.S.C. § 523(a)(15) A discharge under section 727, 1141, 1228 (a),***
13 ***122 (b), or 1328(b) of this title does not discharge an individual debtor***
14 ***from any debt to a spouse, former spouse, or child of the debtor and***
15 ***not of the kind described in paragraph (5) that is incurred by the***
16 ***debtor in the course of a divorce or separation or in connection with a***
17 ***separation agreement, divorce decree or other order of a court of***
18 ***record, or a determination made in accordance with State or territorial***
19 ***law by a governmental unit. In addition not reporting to the***
20 ***Bankruptcy US Trustee and Court Breaches and Violates under (See***
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**Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka Vanessa
Marie Reynolds Vs Eric Thomas Mesi Motion to Dismiss Divorce Case**

1 **btfb** with Judge: Bruce T. Beesley is located in Reno, Nevada, which
2 coincides with the division of assets and the plan of debts who is
3 responsible after the Divorce. Inside Vanessa Mesi's Chapter 13
4 Bankruptcy Case she claims her name is Vanessa Mesi and in this Divorce
5 case she states her name is Vanessa Battaglia, which is misleading to the
6 court system. Vanessa Mesi's Bankruptcy is part of a Divorce and why Eric
7 Thomas Mesi filed in Las Vegas, Nevada, Nevada Divorce Case Number
8 **D-19-585846-D**, which Vanessa Mesi has been served (See Exhibit "D").
9 The proper Divorce Case Jurisdiction filed in Nevada concurs with the
10 Nevada Bankruptcy case under Federal Bankruptcy Law **28 U.S.C.**
11 **§1408(1)** following "**residency**" which has the correct Venue under title **11**
12 and **28 U.S.C. § 1738** State and Territorial statutes and judicial proceedings
13 for full faith and credit. Filing a Complaint for Divorce under the State of
14 California Jurisdiction, there are jurisdictional issues under California
15 Family Code **§ 2336** and California Family Code **§ 2337**, which this court
16 has no Jurisdiction for division of assets and debt plans after the judgment
17 for Divorce, that would concur with the Nevada Federal Bankruptcy.
18 Therefore, the Plaintiff would be left with no authority to collect her assets
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27 **Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka Vanessa**
28 **Marie Reynolds Vs Eric Thomas Mesi Motion to Dismiss Divorce Case**

1 **MOTION TO DISMISS RESTRAINING ORDER (II.)-----Page 7.**

2 **VANESSA MESI'S REQUEST TO WAIVE COURT FEES AND PROCEED**
3
4 **IN FORMA PAUPERIS (III.)-----Page 8.**

5 **EXHIBIT COVER PAGE (IV.)-----Page 11.**
6
7

8 **I. MOTION FOR DISMISS AND SET ASIDE DIVORCE CASE FOR**
9
10 **WRONG DIVERSITY FOR DIVORCE PLAN, DEBT AND**
11 **ASSETS (No Children), INCLUDING DISMISS OF**
12 **RESTRAINING ORDER**
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15 **PLEASE TAKE NOTICE**, Plaintiff Vanessa Marie Mesi aka Vanessa
16 Marie Battaglia, aka Vanessa Marie Reynolds (**Vanessa Mesi**) is fully
17 aware she moved to Las Vegas, Nevada with her husband, Eric Thomas
18 Mesi, per two trips in a 26' U-Haul Truck. All of Vanessa Mesi's belongings
19 are located in Las Vegas, Nevada (See Exhibit "A" Pictures of Clothing and
20 Medical Prescriptions), which Vanessa Mesi was NOT a resident in
21 California a consecutive "SIX" months California Family Law, this case
22 "lacks standing". Vanessa Mesi's Bankruptcy Chapter 13 Case **16-50642-**
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27 **Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka Vanessa**
28 **Marie Reynolds Vs Eric Thomas Mesi Motion to Dismiss Divorce Case**

1 Eric Thomas Mesi
2 4500 Pencester
3 Las Vegas, Nevada 89115
4 775-980-7638
5 In Proper Person
6
7
8

9 THE SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF SANTA CLARA
11

12 Vanessa Marie Mesi, Aka Vanessa
13 Marie Battaglia, Aka Vanessa
14 Marie Reynolds,
15 Plaintiff,

16 vs.

17 Eric Thomas Mesi,
18 Defendant,
19
20

CASE NO.: 19FL000267

MOTION TO DISMISS LACK OF
JURISDICTION AND DIVERSITY
UNDER CALIFORNIA FAMILY
CODE § 2336 AND CALIFORNIA
FAMILY CODE § 2337 FOR
DIVORCE BY ASSETS AND
DEBTS

21 INDEX
22

23 MOTION FOR DISMISS AND SET ASIDE DIVORCE CASE FOR WRONG
24 DIVERSITY FOR DIVORCE PLAN, DEBT AND ASSETS (No Children),
25 INCLUDING DISMISS OF RESTRAINING ORDER (I.)-----Page 2.
26

27 Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka Vanessa
28 Marie Reynolds Vs Eric Thomas Mesi Motion to Dismiss Divorce Case

Exhibit “E”

Exhibit “E”



Roger M. Simon, M.D.
R. Jeffrey Parker, M.D.
Rodney D. Hollifield, M.D.
Roy H. Loo, M.D.
Allen B. Thach, M.D.
Meher Yepremyan, M.D.
Jason C. Wickens, M.D.
Matthew S. Pezda, M.D.
Judy C. Liu, M.D.

EXTENDED OPHTHALMOSCOPY AND OCT REPORT

NAME: MESI, ERIC (115311) - 09/04/1963

DATE: FEBRUARY 04, 2019

Slit lamp examination demonstrates a white and quiet conjunctiva, clear cornea, deep and quiet anterior chamber, normal iris and trace nuclear sclerotic alterations.

Dilated fundus examination demonstrates posterior vitreous separation, a 0.3 cup-to-disc optic nerve, normal vasculature, limited subclinical retinal detachment in the right eye from the 9 o'clock to 12 o'clock location demarcated along the posterior border with laser retinopexy. Minor lattice alterations are present inferiorly in the left eye on 360° of scleral depression in each eye with an OCT that demonstrates a normal macular profile.

IMPRESSION:

1. TREATED SUBCLINICAL RETINAL DETACHMENT IN THE RIGHT EYE, POSTERIOR VITREOUS SEPARATION EACH EYE, LATTICE DEGENERATION LEFT EYE.

RECOMMENDATIONS:

Observation.

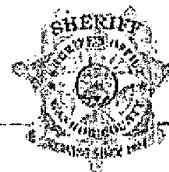
Roy H. Loo, M.D.
RHL/kdw RL020419 5196
DT: 02/05/19
Reviewed but not signed to expedite mailing

653 N. Town Center Drive, Suite 518 • Las Vegas, Nevada 89144

(702) 369-0200
(800) 228-5810

Darin Balaam, Sheriff

WASHOE COUNTY
SHERIFF



April 10, 2019

Tricia M. Darby, Esq.
Darby Law Practice, Ltd.
4777 Caughlin Parkway
Reno NV 89519

Re: Accepted service of civil process on behalf of Vanessa Marie Mesi

Dear Ms. Darby,

I am writing in response to your letter dated April 8, 2019 regarding the rejection of documents originally accepted by your office on April 3, 2019.

I contacted the plaintiff to advise him of your letter and asked if he had any other locate information for the defendant so that we may attempt to effectuate service personally. He stated he wanted the service to remain as is. In addition he requested that we produce an Affidavit of Service in lieu of a Declaration (see NRS 53) which we commonly generate for Nevada Courts.

Although I understand your stance on the acceptance of the documents, proof of service has already been submitted to the court and cannot be rescinded. The Washoe County Sheriff's office is not a party to the action so I advise you to contact the plaintiff or the court. The plaintiff is Eric Mesi and he can be reached at (775) 980-7635.

Sincerely,

A handwritten signature in cursive script, appearing to read "L. Stuchell".

L. Stuchell
Civil Supervisor

EXHIBIT “D”

EXHIBIT “C”

16-50642-btb VANESSA M. MESI**Case type: bk Chapter: 13 Asset: Yes Vol: v Judge: BRUCE T. BEESLEY****Date filed: 05/19/2016 Date of last filing: 02/08/2019 Plan confirmed:
11/14/2016**

History

Doc. No.	Dates	Description
<u>1</u>	<i>Filed & Entered:</i> 05/19/2016	● Voluntary Petition (Chapter 13)
<u>2</u>	<i>Filed & Entered:</i> 05/19/2016	● Meeting of Creditors Chapter 13 (BNC)
<u>3</u>	<i>Filed & Entered:</i> 05/19/2016	● Statement of Social Security Number(s)
<u>4</u>	<i>Filed & Entered:</i> 05/19/2016 <i>Terminated:</i> 06/09/2016	● Application to Pay Filing Fees in Installments
<u>5</u>	<i>Filed & Entered:</i> 05/19/2016	● Set Deficient Filing Deadlines
<u>6</u>	<i>Filed & Entered:</i> 05/19/2016	● Incomplete and/or Deficient Filing-Ch 13 (BNC)
<u>7</u>	<i>Filed & Entered:</i> 05/19/2016	● Receipt of Installment Payment (First)
	<i>Filed & Entered:</i> 05/20/2016	● Notice of Debtor's Prior Filing
<u>8</u>	<i>Filed & Entered:</i> 05/20/2016	● Order Reassigning Case
<u>9</u>	<i>Filed & Entered:</i> 05/21/2016	● BNC Certificate of Mailing - Meeting of Creditors
<u>10</u>	<i>Filed & Entered:</i> 05/21/2016	● BNC Certificate of Mailing

<u>11</u>	<i>Filed & Entered:</i>	05/24/2016	☉ Schedules/Declaration Re Schedules
<u>11</u>	<i>Filed & Entered:</i>	05/24/2016	☉ Verification of Creditor Matrix
<u>12</u>	<i>Filed & Entered:</i>	05/24/2016	☉ Chapter 13 Plan #1
<u>13</u>	<i>Filed & Entered:</i>	06/07/2016	☉ Request for Special Notice
<u>14</u>	<i>Filed & Entered:</i>	06/09/2016	☉ Order to Pay Filing Fees in Installments (BNC)
<u>15</u>	<i>Filed: Entered:</i>	06/09/2016 06/10/2016	☉ Stipulation
<u>16</u>	<i>Filed: Entered:</i>	06/09/2016 06/10/2016	☉ Schedules/Declaration Re Schedules
<u>16</u>	<i>Filed: Entered:</i>	06/09/2016 06/10/2016	☉ Verification of Creditor Matrix
<u>17</u>	<i>Filed & Entered:</i>	06/10/2016	☉ Notice of Docketing Error
<u>18</u>	<i>Filed & Entered:</i>	06/11/2016	☉ BNC Certificate of Mailing - pdf
<u>19</u>	<i>Filed & Entered:</i>	06/12/2016	☉ BNC Certificate of Mailing
<u>20</u>	<i>Filed & Entered:</i>	06/14/2016	☉ Amended Chapter 13 Plan
<u>21</u>	<i>Filed & Entered:</i>	06/14/2016	☉ Stipulation
<u>21</u>	<i>Filed & Entered:</i>	06/14/2016	☉ Verification of Creditor Matrix
<u>21</u>	<i>Filed & Entered:</i>	06/14/2016	☉ Amendment to List of Creditors
<u>21</u>	<i>Filed & Entered:</i>	06/14/2016	☉ Schedules/Declaration Re Schedules

<u>22</u>	<i>Filed & Entered:</i>	06/14/2016	● Notice of Docketing Error
<u>23</u>	<i>Filed & Entered:</i>	06/16/2016	● BNC Certificate of Mailing
24	<i>Filed & Entered:</i>	06/29/2016	● 341 Meeting Continued
<u>25</u>	<i>Filed & Entered:</i>	06/29/2016	● Motion to Dismiss
<u>26</u>	<i>Filed & Entered:</i>	06/29/2016	● Notice of Hearing on Motion to Dismiss
27	<i>Filed & Entered:</i>	06/30/2016	● Hearing Sched/Resched
<u>28</u>	<i>Filed & Entered:</i>	07/14/2016	● Amended Chapter 13 Plan
<u>29</u>	<i>Filed & Entered:</i>	07/15/2016	● Confirmation Hearing
<u>30</u>	<i>Filed & Entered:</i> <i>Terminated:</i> 07/18/2016	07/15/2016	● Motion for Order Shortening Time
31	<i>Filed & Entered:</i>	07/18/2016	● Hearing Scheduled/Rescheduled
<u>32</u>	<i>Filed & Entered:</i> <i>Terminated:</i> 07/25/2016	07/18/2016	● Motion for Relief from Stay
33	<i>Filed & Entered:</i>	07/18/2016	● Auto-docket of online payment
<u>34</u>	<i>Filed & Entered:</i>	07/18/2016	● Attorney Information Sheet
35	<i>Filed & Entered:</i>	07/18/2016	● Hearing Scheduled/Rescheduled
<u>36</u>	<i>Filed & Entered:</i>	07/18/2016	● Opposition

<u>37</u>	<i>Filed & Entered:</i>	07/18/2016	☉ Certificate of Service
<u>38</u>	<i>Filed & Entered:</i>	07/18/2016	☉ Order on Motion for Order Shortening Time
<u>39</u>	<i>Filed & Entered:</i>	07/19/2016	☉ Errata
<u>40</u>	<i>Filed & Entered:</i>	07/20/2016	☉ Notice of Docketing Error
<u>41</u>	<i>Filed & Entered:</i>	07/20/2016	☉ Attorney Information Sheet
<u>42</u>	<i>Filed & Entered:</i>	07/20/2016	☉ Notice of Requirement to File Certification of Completion of Instructional Course Concerning Financial Management (BNC)
<u>43</u>	<i>Filed & Entered:</i>	07/23/2016	☉ BNC Certificate of Mailing
	<i>Filed & Entered:</i>	07/25/2016	☉ Receipt of Installment Payment (Third)
<u>44</u>	<i>Filed & Entered:</i>	07/25/2016	☉ Order on Motion For Relief From Stay
<u>45</u>	<i>Filed & Entered:</i>	07/25/2016	☉ Financial Management Course
<u>46</u>	<i>Filed & Entered:</i>	07/27/2016	☉ Notice of Entry of Order
<u>47</u>	<i>Filed: Entered:</i>	07/28/2016 07/29/2016	☉ Minute Entry Re: hearing
<u>48</u>	<i>Filed & Entered:</i>	08/17/2016	☉ 341 Meeting Concluded - Assets
<u>49</u>	<i>Filed & Entered:</i>	08/17/2016	☉ Objection to Confirmation of the Plan
<u>50</u>	<i>Filed & Entered: Terminated:</i>	08/17/2016 11/08/2016	☉ Motion for Determination

<u>51</u>	<i>Filed & Entered:</i>	08/17/2016	● Notice of Hearing
52	<i>Filed & Entered:</i>	08/18/2016	● Hearing Sched/Resched
<u>53</u>	<i>Filed & Entered:</i>	08/22/2016	● Notice of Hearing (BNC-BK and/or ADV only)
<u>54</u>	<i>Filed & Entered:</i>	08/24/2016	● BNC Certificate of Mailing
<u>55</u>	<i>Filed & Entered:</i>	08/29/2016	● Schedules/Declaration Re Schedules
<u>56</u>	<i>Filed & Entered:</i>	08/31/2016	● Certificate of Service
<u>57</u>	<i>Filed & Entered:</i>	09/22/2016	● Order to Show Cause Why Case Should Not Be Dismissed for Failure to Pay Filing Fees (BNC)
<u>58</u>	<i>Filed & Entered:</i>	09/24/2016	● BNC Certificate of Mailing
	<i>Filed & Entered:</i>	10/26/2016	● Receipt of Installment Payment (Third)
	<i>Filed & Entered:</i>	10/26/2016	● Receipt of Installment Payment (Final)
<u>59</u>	<i>Filed & Entered:</i>	10/27/2016	● Disclosure of Compensation of Attorney for Debtor
<u>60</u>	<i>Filed & Entered:</i>	11/08/2016	● Order on Motion for Determination
<u>61</u>	<i>Filed & Entered:</i>	11/14/2016	● Order Confirming Chapter 13 Plan
<u>62</u>	<i>Filed & Entered:</i>	12/06/2016	● Motion to Dismiss
<u>63</u>	<i>Filed & Entered:</i>	12/06/2016	● Notice of Hearing on Motion to Dismiss
64	<i>Filed &</i>	12/07/2016	● Hearing Sched/Resched

	<i>Entered:</i>		
<u>65</u>	<i>Filed & Entered:</i>	01/12/2017	☉ Minute Entry Re: hearing
<u>66</u>	<i>Filed & Entered:</i>	02/09/2017 02/14/2017	☉ Minute Entry Re: hearing
<u>67</u>	<i>Filed & Entered:</i>	03/30/2017	☉ Order on Motion to Dismiss Case
<u>68</u>	<i>Filed & Entered:</i>	10/16/2017	☉ Chapter 13 Trustee's Notice to Debtor(s) and Creditors of Filed Claims, Classification, and Proposed Distribution
<u>69</u>	<i>Filed & Entered:</i>	10/23/2017	☉ Change of Address
<u>70</u>	<i>Filed & Entered:</i>	12/06/2017	☉ Motion to Dismiss
<u>71</u>	<i>Filed & Entered:</i>	12/06/2017	☉ Notice of Hearing on Motion to Dismiss
<u>72</u>	<i>Filed & Entered:</i>	12/07/2017	☉ Hearing Sched/Resched
<u>73</u>	<i>Filed & Entered:</i>	12/28/2017	☉ Opposition
<u>74</u>	<i>Filed & Entered:</i>	01/04/2018	☉ Certificate of Service
<u>75</u>	<i>Filed & Entered:</i>	06/28/2018	☉ Motion to Dismiss
<u>76</u>	<i>Filed & Entered:</i>	06/28/2018	☉ Notice of Hearing on Motion to Dismiss
<u>77</u>	<i>Filed & Entered:</i>	06/29/2018	☉ Hearing Sched/Resched
<u>78</u>	<i>Filed & Entered:</i> <i>Terminated:</i>	08/02/2018 09/26/2018	☉ Motion to Modify Plan
<u>79</u>	<i>Filed &</i>	08/02/2018	☉ Declaration

	<i>Entered:</i>		
<u>80</u>	<i>Filed & Entered:</i>	08/07/2018	☉ Notice of Hearing
81	<i>Filed & Entered:</i>	08/08/2018	☉ Hearing Sched/Resched
82	<i>Filed:</i> <i>Entered:</i>	08/09/2018 08/10/2018	☉ Minute Entry Re: hearing
<u>83</u>	<i>Filed & Entered:</i>	08/27/2018	☉ Objection
<u>84</u>	<i>Filed & Entered:</i> <i>Terminated:</i>	09/24/2018 11/06/2018	☉ Trustee's Objection to Late-Filed Claim
<u>85</u>	<i>Filed & Entered:</i>	09/24/2018	☉ Notice of Hearing
86	<i>Filed & Entered:</i>	09/25/2018	☉ Hearing Sched/Resched
<u>87</u>	<i>Filed & Entered:</i>	09/26/2018	☉ Order on Motion to Modify Plan
<u>88</u>	<i>Filed & Entered:</i>	11/06/2018	☉ Order Re: Trustee's Objection to Late-Filed Proof of Claim
<u>89</u>	<i>Filed & Entered:</i>	12/18/2018	☉ Motion to Dismiss
<u>90</u>	<i>Filed & Entered:</i>	12/18/2018	☉ Notice of Hearing on Motion to Dismiss
91	<i>Filed & Entered:</i>	12/19/2018	☉ Hearing Sched/Resched
<u>92</u>	<i>Filed & Entered:</i>	01/04/2019	☉ Opposition
<u>93</u>	<i>Filed & Entered:</i>	01/10/2019	☉ Certificate of Service
<u>94</u>	<i>Filed & Entered:</i>	02/06/2019	☉ Stipulation

<u>95</u>	<i>Filed & Entered:</i>	02/07/2019	● Stipulation
<u>96</u>	<i>Filed & Entered:</i>	02/08/2019	● Stipulated/Agreed Order

PACER Service Center			
Transaction Receipt			
04/05/2019 07:55:06			
PACER Login:	thomasmesi:5872618:0	Client Code:	
Description:	History/Documents	Search Criteria:	16-50642-btb Type: History
Billable Pages:	3	Cost:	0.30

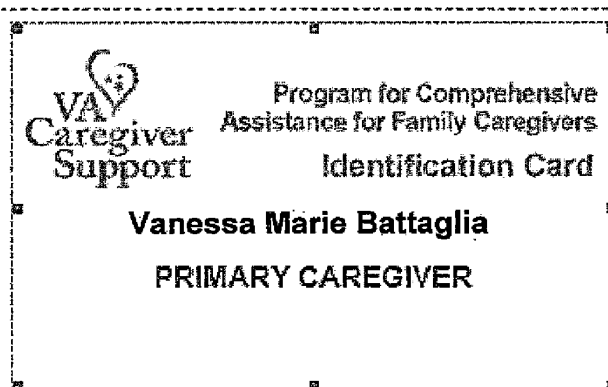
feel free to contact me. I am here to assist you, when needed.

Again, welcome to the Program of Comprehensive Assistance for Family Caregivers and thank you for supporting our Nation's Veterans.

Sincerely,



Stephen Roberts, LCSW
Caregiver Support Coordinator
PAHCS – Livermore Division
4951 Arroyo Road
Livermore, CA 94550
925-373-4700 x35607 (office)
Cell: 650-509-0693
stephen.roberts2@va.gov



YOUR RIGHTS TO APPEAL THE DECISION

HOW CAN I APPEAL A CLINICAL DECISION?

You may appeal to the VA Medical Center (VAMC) where the Veteran is receiving care by explaining why you disagree with the decision. If you are not satisfied with the VAMC Director's decision you may request to have your decision reviewed by the Veterans Integrated Service Network (VISN) Director or his/her designee.

NOTE: To avoid unnecessary delays, the appeal must be submitted to the address of the VA Medical Center. Please contact your Caregiver Support Coordinator or Patient Advocate for local VA Medical Center policy, procedures and timelines for appeals.

WHAT CAN I EXPECT IF I APPEAL TO THE VAMC DIRECTOR AND/OR VISN DIRECTOR?

A clinical appeal is your formal request to have the VAMC Director or designee, review your dispute. Submit your disagreement to your local VA Patient Advocate. The Patient Advocate at the facility enters the clinical appeal into a national computerized Patient Complaint database where the appeal was originated. All details and decisions must be included in the final documentation before the case is closed. The dispute must arise from clinical evaluations that may result in a different outcome or an error in fact related to the evaluation. The Chief Medical Officer or designee will contact you or your representative within five days to notify you of receipt of your appeal and to request information that will support your disagreement.

If you are not satisfied with the local VA facility's decision, you can elect to appeal your decision to the VISN Director. A fair and impartial review will be conducted of the documentation received. The VISN Director or designee, if necessary, may have an external professional board review your disagreement; you can expect to have a final decision within 30 days of the appeal request. However, if an external professional board reviews your complaint; you can expect a final decision within 45 days of the appeal request.

CAN I GET A HEARING WITH THE BOARD OF VETERANS APPEAL?

No. The clinical appeals process does not allow for you or your representative to appeal a clinical decision to the Board of Veterans Appeal. You should follow the clinical appeals process as outlined in this letter. The clinical decision is final and cannot be appealed to a higher authority.

CAN I GET SOMEONE TO HELP ME WITH MY APPEAL?

Yes. You can have a Veterans' Service Organization representative, an attorney-at-law, or an "agent" help you with your appeal. But you're not required to have someone represent you. It's your choice.

We are excited that you have made this important decision and we will be here to support you and Felicia Marie Dodge so that you can be successful at home. If you have questions regarding the information contained in this letter or about other matters, please

COMPREHENSIVE BENEFITS FOR PRIMARY FAMILY CAREGIVERS

As the approved Primary Family Caregiver, you are eligible for the following services:

- **Stipend Allowance** is nontaxable and paid on or about the 1st of each month for care provided during the prior month. If you receive your stipend by a paper check, the check will be mailed on or about the 1st of each month. Additional information is provided in a fact sheet included in this mailing. We encourage you to complete the Electronic Transfer Application (direct deposit form), as this will expedite your monthly payments. Your monthly stipend amount is \$1,813.95.
- **CHAMPVA Health Care Coverage** is provided through the VA Chief Business Office, Purchased Care (CBOPC), Denver, CO. Additional instructions will be sent by CBOPC regarding the health plan and covered benefits if you are not covered by other health insurance including supplemental coverage.
- **Travel Reimbursement** is 41.5 cents a mile, to include tolls; **Lodging Subsidy** and **Per Diem** will be provided, and reimbursement for the actual cost up to 50 percent of the federal government employee per diem rate for meals and/or lodging will also be provided. All nonemergency travel reimbursement, lodging and subsidy must be preapproved. If you have questions concerning travel reimbursement, lodging subsidy or per diem, please contact our local travel department at 650-493-5000 ext 65804.
- **Respite Care** will be provided of not less than 30 days annually, including 24-hour-per-day care, if medically appropriate, and during times when you are required to fulfill mandatory education and training sessions.
- **Mental Health Services** will be provided at your request. These services are to ensure you have adequate support to alleviate stress, burnout and other potential psychological complications resulting from your caregiving responsibilities. The range of approved services includes individual and group therapy and peer support groups. The following services are excluded: medication, other medical procedures related to mental health treatment and inpatient psychiatric care. As your Caregiver Support Coordinator, I will ensure that you are referred to an appropriate community mental health provider if you do not have a health plan or CHAMPVA.
- **Education and Training** is continuous and you will be given the opportunity to complete additional training if requested. The health care team is available to answer questions and provide additional assistance and training, if needed.
- **Identification Card.** We have provided an identification card (ID) for your use when accessing Caregiver services. Please cut out the ID card that is displayed below and keep it with you at all times. You will be required to show this card upon demand along with a valid picture ID, such as but not limited to, a driver's license or state ID.



Primary Family Caregiver Approval Letter

Date: 07/24/2017

Dear Vanessa Marie Battaglia,

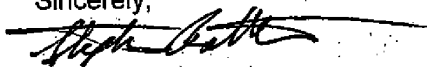
Thank you for participating in the Program of Comprehensive Assistance for Family Caregivers and supporting our Nation's Veterans.

This letter is to inform you that you have been designated and approved as the Primary Family Caregiver for Felicia Marie Dodge. As an approved Primary Family Caregiver, you have agreed to or have demonstrated the following eligibility criteria:

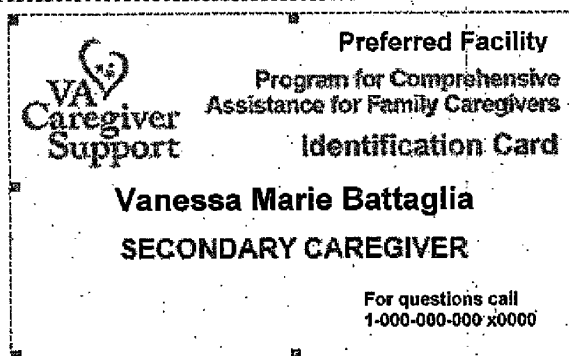
- You are at least 18 years of age.
- You are a family member such as a parent, spouse, child, stepfamily member or extended family member, or you are not a family member but are living with the Veteran full time.
- There are no substantiated reports of abuse or neglect of the Veteran that have been documented in the Veteran's electronic health record.
- You have demonstrated the ability to communicate and understand details of the treatment plan and any specific instructions related to the care of the Veteran.
- You have demonstrated the ability to provide personal care services to include such things as assistance with activities of daily living (i.e., bathing, eating, dressing, toileting) required by the Veteran, and/or providing supervision to protect the Veteran from harm to self or others.
- You have demonstrated the ability to follow a treatment plan listing the specific care needs of the Veteran without direct supervision.
- You have demonstrated the ability to carry out core competencies as well as additional care requirements as prescribed by the Veteran's care team.

Again, welcome to the Program of Comprehensive Assistance for Family Caregivers and thank you for supporting our Nation's Veterans.

Sincerely,



Stephen Roberts, LCSW
Caregiver Support Coordinator
PAHCS – Livermore Division
4951 Arroyo Road, 62-446
Livermore, CA 94550
925-373-4700 x35607 (office)
Cell: 650-509-0693
FAX#: 650-614-9896



COMPREHENSIVE BENEFITS FOR SECONDARY FAMILY CAREGIVERS

As the approved Secondary Family Caregiver, you are eligible for the following services:

Travel Reimbursement is 41.5 cents a mile, to include tolls. **Lodging Subsidy** and **Per Diem** will be provided and reimbursement for the actual cost up to 50 percent of the federal government employee per diem rate for meals and/or lodging will also be provided. All nonemergency travel reimbursement, lodging and subsidy must be preapproved. If you have questions concerning travel reimbursement, lodging subsidy or per diem, please contact our local travel department.

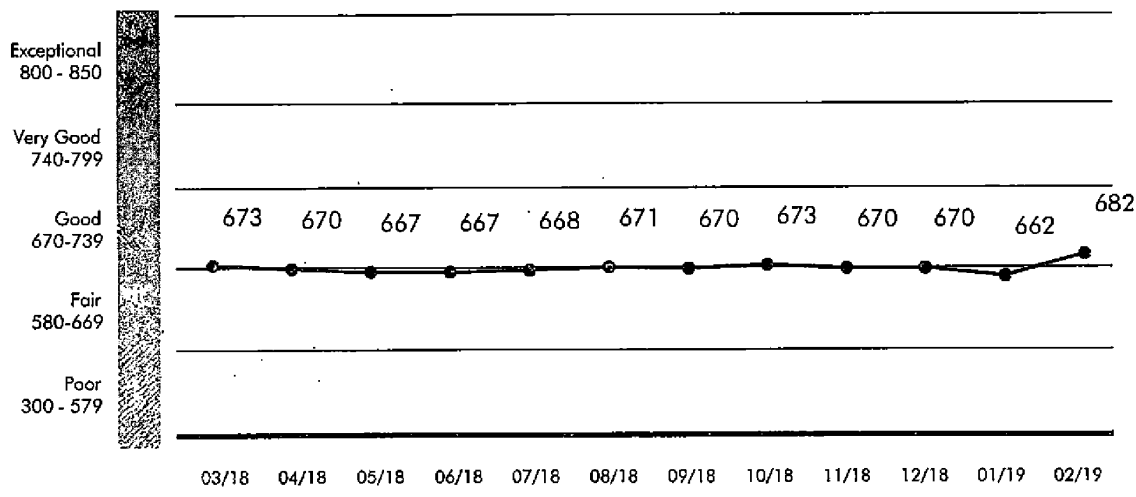
- **Respite Care** will be provided of not less than 30 days annually, including 24-hour-per-day care if medically appropriate, and during times when you are required to fulfill mandatory education and training sessions.
- **Mental Health Services** will be provided at your request. These services are to ensure you have adequate support to alleviate stress, burnout and other potential psychological complications resulting from your caregiving responsibilities. The range of approved services includes individual and group therapy and peer support groups. The following services are excluded: medication, other medical procedures related to mental health treatment and inpatient psychiatric care. If these services are needed, your Caregiver Support Coordinator will ensure that you are referred to an appropriate community mental health provider, if you do not have a health plan or CHAMPVA.
- **Education and Training** is continuous and you will be given the opportunity to complete training in a classroom or by self-study through books, DVD or online. The healthcare team and the Caregiver Support Coordinator will be available to answer questions and provide additional assistance and training, if needed.
- **Identification Card.** We have provided an identification card (ID) for your use when accessing Caregiver services. Please cut out the ID card that is displayed below and keep it with you at all times. You will be required to show this card upon demand along with a valid picture ID, such as but not limited to a driver license or state ID.

We are excited that you have made this important decision. We will be here to support you and Felicia Marie Dodge so that you can be successful at home. If you have questions regarding the information contained in this letter or about other matters, please feel free to contact me. I am here to assist you, when needed.

Betty, your FICO® Credit Score is **682** as of **02/19/2019**

Good News! Your FICO® Credit Score indicates to lenders that you are a good borrower.

Your FICO® Credit Score History

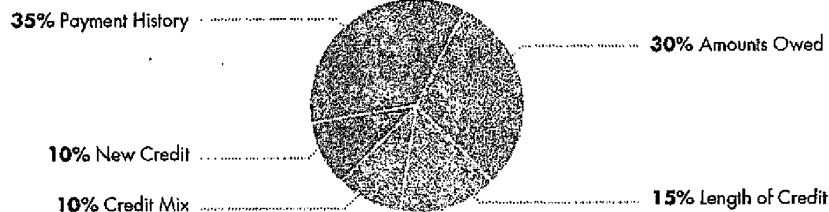


Important Information:

- We may not always receive a score for you each month, so there may be months with no scores.
- For questions on the availability of your score go to the "Information For You" section of this statement.

In March of 2019, your FICO® Credit Score history chart will only be available in your statements every Jan, Apr, Jul and Oct. It will continue to be available any time both online and on mobile.

FICO® Credit Scores consider the following for the general population:



See FICO® Credit Score Terms on the "Information For You" section of this statement

EXHIBIT “G”

Bankruptcy and Divorce: What Divorce Counsel Should Know About Bankruptcy

by David C. Hoskins and Ellen R. Welner

With the passage of the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005, some of the bankruptcy rules and procedures have changed. This article discusses the interplay of divorce and bankruptcy, including the importance of timing, the respective jurisdictional limits, the discharge of debt, and the application of the automatic stay.

Financial difficulties are commonplace in divorce.¹ It is not unusual for the financial stresses of divorce to lead to bankruptcy for one or both parties, or for insolvency and the need for bankruptcy relief to be the precursor to divorce. Bankruptcy attorneys must be able to identify and advise clients about issues arising out of separation and divorce that could affect a bankruptcy case. Family lawyers also should be aware of the issues common to both proceedings.

"Nevada District Courts" have jurisdiction to enter decrees of divorce and legal separation, as well as determinations of child and spousal support, division of property and debt, and allocation of the costs of litigation between the parties.² U.S. bankruptcy courts have jurisdiction to administer bankruptcy estates, including the turnover of property to the estate, avoidance of fraudulent transactions, recovery of preferential payments, establishment and enforcement of the automatic stay, and determination of dischargeability of debts.³ In certain circumstances, the jurisdictions of the state district court and the bankruptcy court may be concurrent.⁴ In other instances, however, the bankruptcy court may have jurisdiction to supersede a decision of the state court.⁵

On April 20, 2005, President George W. Bush signed the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (2005 Act or BAPCPA).⁶ The 2005 Act made many changes to bankruptcy law, one of the most significant affecting dischargeability of debts and the way family court practitioners should approach property settlements.

This article discusses the interaction between bankruptcy⁷ and "Nevada" divorce law, highlighting issues pertaining to dischargeability of debts, marital assets that may be assets of the bankruptcy estate, and application of the automatic stay to family court matters. The discussion also suggests strategies for timing bankruptcy and divorce actions and drafting settlement documents.

Dischargeability

With the addition of the term "domestic support obligation" and the removal of the balancing test of 11 U.S.C. § 523(a)(15), the 2005 Act significantly changed the law relating to dischargeability of marital obligations. These changes are discussed below.

Chapter 7 and Chapter 13, Pre-BAPCPA

Discharge of debt generally is the ultimate goal of bankruptcy. Prior to the 2005 Act, all debt was discharged by a Chapter 7 bankruptcy, with notable exceptions. These exceptions included debts:

- for taxes⁸
- incurred through fraud⁹
- incurred but not listed in the schedules¹⁰
- incurred through fraud or defalcation while acting as a fiduciary¹¹
- for child or spousal support, including debt in the nature of child or spousal support¹²
- incurred in the course of a divorce or separation or in connection with a separation agreement, divorce decree, or other order of court, unless the debtor did not have the ability to pay or unless discharging the debt would have resulted in a benefit to the debtor that outweighed the detrimental consequences to a spouse, former spouse, or child.¹³

Thus, under the former Bankruptcy Code, child support, spousal support, and debts "in the nature of support" were excepted from discharge.¹⁴ Some courts found debts to attorneys representing the former spouse¹⁵ and debts to guardians *ad litem* for the child¹⁶ to be debts "in the nature of support" and not dischargeable.

The "super discharge" of Chapter 13 included many debts not discharged in a Chapter 7 bankruptcy, such as debt incurred

through fraud; debt not listed in the schedules; debt for willful and malicious injuries; and certain damages, fines, and penalties.¹⁷ A Chapter 13 discharge also relieved debt incurred in the course of a divorce or separation or in connection with a separation agreement, divorce decree, or other order of court (except for child or spousal support).¹⁸

Chapter 7 and Chapter 13, Post-BAPCPA

Under the 2005 Act, debtors who file a Chapter 7 petition still receive a discharge of debts, much like a discharge under the pre-BAPCPA Bankruptcy Code.¹⁹ Significant for family law practitioners are the changes to 11 U.S.C. § 523(a)(5) and (15), which are discussed below.

Domestic support obligations. Under § 523(a)(5), instead of excepting from discharge child or spousal support, including debts in the nature of child or spousal support,²⁰ Congress created and precisely defined a category of debt called "domestic support obligations," which still are excluded from discharge. The 2005 Act excepts from discharge obligations that are owed to a spouse or former spouse; child or such child's parent, legal guardian, or responsible relative; or a governmental unit, that are in the nature of alimony, maintenance, or support of such spouse, former spouse, or child.²¹

The new law includes in the definition of "domestic support obligation" an element requiring that it be "owed and recoverable by a spouse, former spouse, or child of the debtor or such child's parent, legal guardian or responsible relative; or a governmental unit."²² Also, to be excepted from discharge, the obligation must be "in the nature of alimony, maintenance or support."²³

Cases interpreting the new definition have focused on these two elements. Concerning the issue of to whom the obligation is owed, one domestic court's final orders of divorce required the debtor to pay the ex-spouse's attorney fees directly to the lawyer; the order was not enforceable in the name of the ex-spouse. Because the obligation was not "owed to or recoverable by" the ex-spouse, it was not a domestic support obligation and therefore was dischargeable.²⁴

In another case, the obligation to pay the ex-spouse's attorney fees was found to be owing to and enforceable by the debtor's ex-spouse and in the nature of support. The court ruled the debt to be nondischargeable.²⁵

In an adversary complaint to determine dischargeability of debts allocated to the debtor, brought by the personal representatives of the estate of her ex-spouse, a bankruptcy court found the plaintiffs, who were not a spouse, former spouse, or child of the debtor, lacked standing.²⁶

Determining whether the element of the obligation is in the nature of support is a matter of federal law²⁷ and a question of fact for the bankruptcy court.²⁸ Neither state law nor the divorce court's characterization of an award as property settlement binds the bankruptcy court.²⁹

One bankruptcy court has outlined the following factors to be assessed in determining whether an obligation is in the nature of support:

- 1) the substance and language of the document in question;
- 2) the financial condition of the parties at the time of the decree or agreement;
- 3) the function served by the obligation and intent of the parties; and

4) whether there is evidence to question the intent of a spouse or evidence of overbearing by either party.³⁰

In *Boyle v. Donovan*,³¹ although state law did not require parents to pay for a child's college education, the agreement that debtor would provide this means of economic benefit to the child substantiated the trial court's finding of an obligation in the nature of support. In *Williams v. Williams (In re Williams)*,³² the bankruptcy court found the debtor's obligation to pay the ex-spouse's attorney fees to be support, because the function of the obligation was to supplement the ex-spouse's subsistence-level income.

It is important to note that the cases cited above regarding obligations being in the nature of support are prior to the 2005 Act. Case law established prior to the 2005 Act still is applicable for determining obligations in the nature of support under BAPCPA.³³

Property division. BAPCPA did away with the "balance of harm" analysis under the prior version of 11 U.S.C. § 523(a)(15).³⁴ Current law excepts all property division and nonsupport orders for the benefit of the spouse—such as hold harmless orders—from discharge in a Chapter 7 case.³⁵ As is the case for domestic support obligations, the 2005 Act does not require an adversary proceeding for a determination of dischargeability of property division debt.³⁶ It is worth noting, however, that property division and hold harmless orders are dischargeable in Chapter 13 proceedings.³⁷

Assets of the Bankruptcy Estate

The bankruptcy estate generally includes all legal or equitable interests of the debtor in property as of the commencement of the case.³⁸ "In Nevada" prior to the filing of a divorce action, the debtor's rights to property held in the name of the debtor's spouse are inchoate; however, once a divorce action is filed, the debtor's rights to property held in the name of the spouse are vested.³⁹ Thus, if the divorce case has been filed before the bankruptcy petition, the debtor's interest in marital property, although titled only to the nonfiling spouse, will be property of the bankruptcy estate when the bankruptcy matter is commenced.⁴⁰

The Estate and the Trustee

The estate also includes property recovered by the trustee by avoidance of preference payments⁴¹ and fraudulent transfers,⁴² as well as property recovered under powers of avoidance granted to the trustee as a lien creditor and as a successor to certain creditors and purchasers.⁴³ In addition, the estate includes any interest in property to which the debtor becomes entitled, within 180 days of the filing of the petition, by inheritance, through a property settlement in a divorce or legal separation, or as a beneficiary of life insurance.⁴⁴

The trustee in a bankruptcy case is the representative of the estate.⁴⁵ In Chapter 7 cases, the U.S. Trustee appoints the interim trustee,⁴⁶ whose duties include collection of the property of the estate, liquidation, investigation of the financial affairs of the debtor, and disbursement to creditors.⁴⁷ In Chapter 13 cases in the District of Nevada, the U.S. Trustee has appointed a standing Chapter 13 Trustee, whose duties are the same as those of the Chapter 7 case trustee, but who also must appear on any issue concerning the value of property subject to a lien and confirmation or modification of a plan.⁴⁸

In Chapters 7 and 13, the debtor is required to file schedules of creditors, assets, current income, and expenditures, as well as a

statement of financial affairs.⁴⁹ Also, debtors under both chapters are required to appear and submit to examination by the trustee and any creditor, and to cooperate with the trustee as necessary to enable the trustee to perform his or her duties, including the surrender of property of the estate.⁵⁰

Preferences and Fraudulent Transfers

In Chapter 7, as well as Chapter 13, the trustee may seek avoidance of preference payments to creditors.⁵¹ A preference payment is generally one that was made: (1) to or for the benefit of a creditor; (2) for an antecedent debt; (3) within ninety days before the petition was filed (or within one year if the creditor was an insider); and (4) that enabled the creditor to receive more than it would have received if the transfer had not been made.⁵²

For example, if a debtor paid an attorney \$600 or more on an outstanding account within ninety days of the bankruptcy filing, such transfer would be avoidable.⁵³ Certain preference payments are not avoidable, including *bona fide* payments of a debtor for a domestic support obligation and payments made for a contemporaneous exchange of value.⁵⁴

The trustee in bankruptcy may seek avoidance of transfers:

- 1) made within two years prior to the filing of the petition, if made with actual intent to hinder, delay, or defraud creditors;⁵⁵
- 2) made within two years prior to the filing of the petition for less than reasonably equivalent value, when the debtor was insolvent or the transaction rendered the debtor insolvent;⁵⁶ or
- 3) made within four years prior to filing, under circumstances that "Nevada Law defines as fraudulent".⁵⁷

The bankruptcy court may avoid a property settlement ordered by a state court in a divorce proceeding, if it is found to be a transfer for less than equivalent value.⁵⁸

The Automatic Stay

The filing of a bankruptcy petition operates as an automatic stay, applicable to all entities, of certain enumerated acts against the debtor, property of the estate, and property of the debtor.⁵⁹ Before proceeding in any action subject to the automatic stay, the party first would have to seek an order for relief from the automatic stay.⁶⁰

Pre-BAPCPA, certain actions were excepted from the automatic stay, including the commencement or continuation of actions for: establishment of paternity; establishment or modification of orders for alimony, maintenance, or child support; and collection of alimony, maintenance, or support from property other than property of the estate.⁶¹ Under the 2005 Act, division of property that is property of the bankruptcy estate is stayed.⁶² The following are not stayed: actions for establishment and modification of domestic support obligations;⁶³ actions concerning child custody or visitation; actions for divorce; actions regarding domestic violence; actions for collection of domestic support obligations from property that is not property of the estate; and withholding of income that is property of the estate for the payment of domestic support obligations pursuant to a court or administrative order or statute.⁶⁴

Timing of Bankruptcy and Divorce

Because the necessity of bankruptcy and divorce frequently converge, it is imperative that both divorce and bankruptcy counsel be

aware of each process and be prepared to guide their clients. The following discussion focuses on issues concerning the timing of divorce and bankruptcy by use of example scenarios.

In the first scenario, Mr. Jones engages the services of a bankruptcy attorney. He expects his separation from his wife to proceed to divorce in the foreseeable future. He is being plagued by creditor calls and a looming foreclosure and wants prompt relief from a bankruptcy. A Chapter 7 petition is filed, discharge is granted within the next four months, no assets are collected, and the case is closed.

After the bankruptcy is filed, his wife files for divorce and the divorce case proceeds on a contested basis. Mr. Jones's personal liability for debt both in his name and jointly in his and his wife's name is discharged in his bankruptcy while the divorce is pending.⁶⁵

Ms. Jones's personal liability for debt in her name and jointly with Mr. Jones is not addressed in his bankruptcy. This debt is allocated at permanent orders, with the court ordering Mr. Jones to pay and hold Ms. Jones harmless from one-half of the marital debt and one-half of their joint mortgage debt.

Mr. Jones's bankruptcy did not and cannot discharge his liability to his ex-wife. The obligations to hold his wife harmless (indemnify) did not exist at the time his bankruptcy was filed; bankruptcy discharges debt that exists at the time of filing of the petition.⁶⁶

Only obligations that exist as of the date of filing bankruptcy are dischargeable. Had Mr. Jones waited to file his bankruptcy until after the decree of divorce and permanent orders, he could have chosen to file either a Chapter 7 bankruptcy or a Chapter 13 bankruptcy. In a Chapter 7 case, filed after permanent orders, obligations to hold his wife harmless could not have been discharged.⁶⁷ In a Chapter 13 case, the obligations to hold her harmless from those credit card and mortgage accounts, ordered in the divorce, would have been discharged.⁶⁸

In scenario two, Ms. Jones consults with divorce counsel and immediately files a divorce petition to obtain the statutory temporary injunctions.⁶⁹ She then engages bankruptcy counsel for an immediate filing of Chapter 7 bankruptcy petition to halt a garnishment of her wages.⁷⁰ In the course of investigation, both bankruptcy and divorce counsel discover that Mr. Jones, during the marriage, surreptitiously had saved in excess of \$25,000, held in stocks and bonds. Ms. Jones's interest in this asset is listed in the schedule of assets. The Chapter 7 trustee will demand turnover of one-half of the fund⁷¹ and also enters an appearance as an interested party in the divorce case.⁷² Had Ms. Jones waited to file her bankruptcy case until after resolution of the divorce, she may have had the opportunity to use the nonexempt funds⁷³ for her immediate needs, including paying attorney fees for the divorce and bankruptcy.⁷⁴

In scenario three, Mr. and Ms. Jones consult with their respective attorneys about divorce. They have marital credit card and mortgage debt, as well as money in savings. They have suffered recent decreases in income, which likely will result in loss of the marital home. On advice of divorce counsel, together they consult with and engage bankruptcy counsel.⁷⁵ They exhaust their joint resources to pay for the bankruptcy filing and for moving expenses. After reviewing their circumstances, a joint Chapter 7 bankruptcy petition is filed, the trustee collects no assets, a discharge of all their debts is ordered, and the case closes. The divorce is not filed until after the bankruptcy case and noncontested permanent orders are entered, dividing their remaining assets between them.

In the fourth scenario, Mr. and Ms. Jones, after consulting with their separate divorce attorneys, together consult with bankruptcy counsel. Mr. Jones earns \$10,000 per month. Ms. Jones historically has been a stay-at-home mother of their two children, ages 10 and 12. Under the "means test,"⁷⁶ if they file together, they would be forced into a Chapter 13.⁷⁷ If they file separately, prior to divorce, Mr. Jones would be forced into a Chapter 13. However, if they both wait until after final orders in the divorce and negotiate child support and maintenance of \$3,500 per month for the next seven years, both may file separate Chapter 7 petitions.⁷⁸ The message of scenario four is that clients are well-served by considering the potential ramifications of bankruptcy and divorce before filing either, and preferably in cooperation with each other.

Practice Strategies

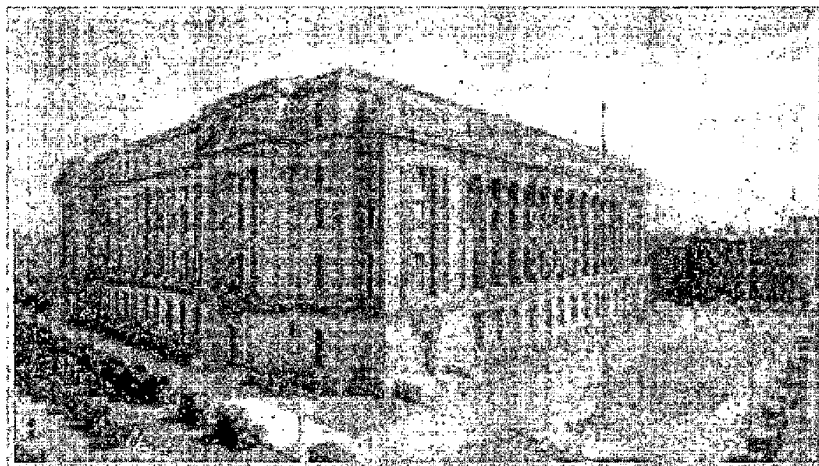
When drafting separation agreements and arguing for permanent orders, it is important to be aware of the effect of the divorce court's orders in a subsequent bankruptcy. The following points of law should be taken into account in the divorce court orders.

➤ Maintenance and child support payments and arrears are exempt from property of the estate, if court-ordered.⁷⁹ Similarly, payments of maintenance and child support and payments on arrears are deductible in the determination of disposable income, if court-ordered.⁸⁰ Clear distinctions need to be made between maintenance and support obligations, on one hand, and payments on debt and for division of property, on the other, although the bankruptcy court may not honor such determinations made by the state court.⁸¹

➤ Domestic support obligations, owed to or recoverable by a spouse, former spouse, child or such child's parent, legal guardian, or responsible adult, in the nature of alimony, maintenance, or support, are nondischargeable in bankruptcy.⁸² It therefore is important when drafting separation agreements to identify clearly the nature of the debt, describe its purpose, and provide for enforcement by the spouse.

➤ Obligations owed to a spouse, former spouse, or child, other than domestic support obligations, are nondischargeable in Chapter 7 but are dischargeable in Chapter 13.⁸³ Thus, provisions for one spouse to pay the other spouse's attorney fees or the other spouse's share of fees for other professionals should make the obligation in favor of and enforceable by the other spouse and describe the purpose of the obligation—that is, why it should be considered to be in the nature of support.

➤ "Hold harmless" obligations with collateral in the hands of the obligor also should be considered.⁸⁴ For example, a party could require execution of a deed of trust on real property, the release of which is preconditioned on payoff of hold harmless obligations. Moreover, if the client anticipates filing bankruptcy, that client's at-



torney should avoid agreements that include hold harmless (indemnification) provisions regarding marital debt.

➤ The state court may determine dischargeability.⁸⁵ The practitioner should consider negotiating for dischargeability or nondischargeability, or asking the domestic court to rule on dischargeability, using federal law. For example, the separation agreement could specify that in light of wife's and son's economic circumstances, by undertaking to pay son's education loan (cosigned by both parents), husband's promise is a child support obligation and, as such, is intended by the parties to be nondischargeable in bankruptcy.⁸⁶ The crucial issue in determining whether an obligation is a support obligation is the function intended to be served,⁸⁷ and that should be the focus of drafting language that would survive a challenge in bankruptcy court.

➤ The bankruptcy court can avoid preferential transfers made within ninety days of the bankruptcy filing (or within one year, if to an insider), and fraudulent transfers made within four years.⁸⁸ Therefore, the practitioner should avoid requirements for payments to unsecured creditors (including attorneys) prior to bankruptcy filing (ninety days for most; one year for insiders). Also, the trustee will scrutinize settlement terms to determine whether the debtor receives appropriate values for what was given to the debtor's ex-spouse.

➤ The bankruptcy estate includes any interest in property to which the debtor becomes entitled within 180 days after the filing of the petition, including through a property settlement in a divorce or legal separation.⁸⁹ Thus, it is important to consider the timing of filing the divorce *vis-à-vis* a potential bankruptcy.

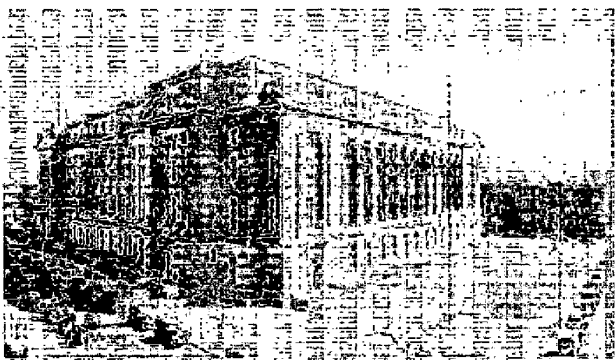
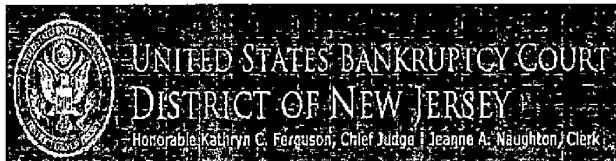
➤ The trustee in bankruptcy, at the commencement of the case, has the rights and powers of the holder of a judicial lien against property of the estate.⁹⁰ Thus, it is important to file a notice of *lis pendens* on marital property that is not titled to the client. After final orders, immediately perfect transfers of marital property to avoid the ex-spouse/debtor having legal title to property that was supposed to have been transferred to the client.

➤ Creditors, whose personal property collateral is security for a loan, may pursue their rights to collateral under nonbankruptcy law, unless the debtor either reaffirms the debt or redeems the collateral.⁹¹ After final orders, the spouse to whom the property is awarded should immediately seek refinancing of autos and other personal property collateral for cosigned loans.

➤ Bankruptcy processes are time-sensitive, often with short deadlines.⁹² The attorney must react promptly to notices and file proofs of claim, objections to confirmation, or adversary proceedings, as appropriate.

Conclusion

Because of economic circumstances, a client's need for divorce also may call for consideration of a bankruptcy filing. An awareness of certain bankruptcy concepts is important to the domestic practitioner. The automatic stay of bankruptcy, dischargeability of debt, determination of property of the estate, and availability of a bankruptcy discharge may affect the goals to be achieved for the client in divorce. It also is important to consider the timing of divorce and bankruptcy filings.



Notes

1. The term "divorce" is used throughout this article to refer to "dissolution of marriage."

2. CRS § 14-10-106(1)(b).

3. 28 U.S.C. § 157(b)(2).

4. For instance, either court may determine dischargeability of debt. *Eden v. Robert A. Chapski Ltd.*, 405 F.3d 582 (7th Cir. 2005). The state court had concurrent jurisdiction to determine dischargeability of attorney fees in divorce case.

5. For instance, the bankruptcy court may avoid as fraudulent a transfer of property ordered by the divorce court in its determination of a fair and equitable division of property. *In re Kelsey*, 270 B.R. 776 (10th Cir. BAP 2001).

6. Pub. L. 109-8 (2005 Act or BAPCPA). Most provisions of the 2005 Act went into effect on October 17, 2005. Pub. L. 109-8 § 1501. See Hoskins, "The Bankruptcy Abuse Prevention and Consumer Protection Act of 2005," 35 *The Colorado Lawyer* 15 (Feb. 2006).

7. Although a debtor may choose from Chapters 7, 11, 12, and 13 for bankruptcy relief, this article examines the interaction between bankruptcy and divorce only in the context of Chapters 7 and 13. Chapter 12 is available for family farmers or fishers. 11 U.S.C. § 109(f). An individual with primarily consumer debt may not be a debtor under Chapter 7 if relief would be an abuse, e.g., if he or she has sufficient income to make some payment on unsecured debt (11 U.S.C. § 707(b)) and may not be a debtor under Chapter 13 if unsecured debt exceeds \$336,900 or secured debt exceeds \$1,010,650 (11 U.S.C. § 109(e)). A debtor who is ineligible for relief under Chapters 7 and 13, with primarily consumer debt, may have to file Chapter 11 bankruptcy to gain relief; Chapter 11 is a reorganization bankruptcy.

8. 11 U.S.C. § 523(a)(1) (pre-BAPCPA).

9. 11 U.S.C. § 523(a)(2) (pre-BAPCPA).

10. 11 U.S.C. § 523(a)(3) (pre-BAPCPA).

11. 11 U.S.C. § 523(a)(4) (pre-BAPCPA).

12. 11 U.S.C. § 523(a)(5) (pre-BAPCPA).

13. 11 U.S.C. § 523(a)(15) (pre-BAPCPA); *Matter of Crosswhite*, 148 F.3d 879 (7th Cir. 1998).

14. 11 U.S.C. §§ 1328(a)(2) and 523(a)(5), (8), and (9) (pre-BAPCPA).

15. *In re Jones*, 9 F.3d 878 (10th Cir. 1993); *In re Turner*, 266 B.R. 491 (10th Cir. BAP 2001).

16. *Miller v. Gentry*, 55 F.3d 1487 (10th Cir. 1995).

17. 11 U.S.C. § 1328(a)(2) (pre-BAPCPA).

18. 11 U.S.C. §§ 1328(a)(2) and 523(a)(15) (pre-BAPCPA).

19. 11 U.S.C. § 727(a).

20. 11 U.S.C. § 523(a)(5) (pre-BAPCPA).

21. 11 U.S.C. § 523(a)(5). 11 U.S.C. § 101(14A) provides:

The term "domestic support obligation" means a debt that accrues before, on, or after the date of the order for relief in a case under this title, including interest that accrues on that debt as provided under applicable nonbankruptcy law notwithstanding any other provision of this title, that is—

(A) owed to or recoverable by—

(i) a spouse, former spouse, or child of the debtor or such child's parent, legal guardian, or responsible relative; or

(ii) a governmental unit;

(B) in the nature of alimony, maintenance, or support (including assistance provided by a governmental unit) of such spouse, former spouse, or child of the debtor or such child's parent, without regard to whether such debt is expressly so designated;

(C) established or subject to establishment before, on, or after the date of the order for relief in a case under this title, by reason of applicable provisions of—

(i) a separation agreement, divorce decree, or property settlement agreement;

(ii) an order of a court of record; or

(iii) a determination made in accordance with applicable nonbankruptcy law by a governmental unit; and

(D) not assigned to a nongovernmental entity, unless that obligation is assigned voluntarily by the spouse, former spouse, child of the debtor, or such child's parent, legal guardian, or responsible relative for the purpose of collecting the debt.

22. 11 U.S.C. § 101(14A).

23. *Id.*

24. *Leo, Warren, R.C. v. Brooks (In re Brooks)*, 371 B.R. 761 (Bankr. N.D.Tex. 2007).

25. *In re O'Brien*, 367 B.R. 240 (Bankr.D.Mass. 2007).

26. *In re Poppleton*, 382 B.R. 455 (Bankr.D.Id. 2008).

27. *In re Harrell*, 754 F.2d 902 (11th Cir. 1985); *in re Poole*, 383 B.R. 308 (D.S.C. 2007).

28. *Boyle v. Donovan*, 724 F.2d 681 (8th Cir. 1984).

29. *Williams v. Williams (In re Williams)*, 703 F.2d 1055 (8th Cir. 1983).

30. *Poole*, *supra* note 27 at 314, citing *In re Fitzgerald*, No. 02-15275-W, slip op. at 5 (Bankr.D.S.C., March 12, 2003), with reference to *Boyle*, *supra* note 28 and *Williams*, *supra* note 29. The *Poole* court found the debtor's obligation to hold the ex-spouse harmless from payment of credit card debt, to pay one-half of her attorney fees, and to make a \$70,000 payment over time not to meet the statutory definition of "domestic support obligations"; rather, the court found those obligations to be in the nature of a property settlement. The court cited factors that may be considered when determining whether an obligation is intended as support or property settlement—i.e., the substance and language of document creating the obligation, the financial condition of the parties at the time of decree or agreement, the function served by the obligation and intent of the parties, and whether there is evidence of undue influence. *Poole*, *supra* note 27 at 314. A contrary result was reached in *Williams*, *supra*, note 29, where the evidence supported the court's finding that the obligee was in poor health, had not worked for many years, and that her income was insufficient to meet reasonable living expenses. *Id.* at 1057.

31. *Boyle*, *supra* note 28.

32. *Williams*, *supra* note 29.

33. *Ghiquito v. Livingston (In re Livingston)*, 07-14280 SBE (Bankr.D.Colo. May 12, 2008).

34. 11 U.S.C. § 523(a)(15) (pre-BAPCEA); *Grossabito*, *supra* note 13.

35. 11 U.S.C. § 523(a)(15).

36. 11 U.S.C. § 523(c)(1).

37. 11 U.S.C. § 1328(a).

38. 11 U.S.C. § 541(a)(1).

39. *In re Questions Submitted by U.S. District Court*, 517 P.2d 1331 (Colo. 1974).

40. 11 U.S.C. § 541(a).

41. 11 U.S.C. § 547.

42. 11 U.S.C. § 548.

43. 11 U.S.C. § 544.

44. 11 U.S.C. § 541(a)(5).

45. 11 U.S.C. § 323.

46. 11 U.S.C. § 701.

47. 11 U.S.C. §§ 704 and 726.

48. 11 U.S.C. § 1302.

49. 11 U.S.C. § 521(a). The form of such schedules and statements is prescribed by the Judicial Conference of the United States, U.S. Bankruptcy Court Rule 9009.

50. 11 U.S.C. §§ 341, 343, and 521(a)(3) and (4).

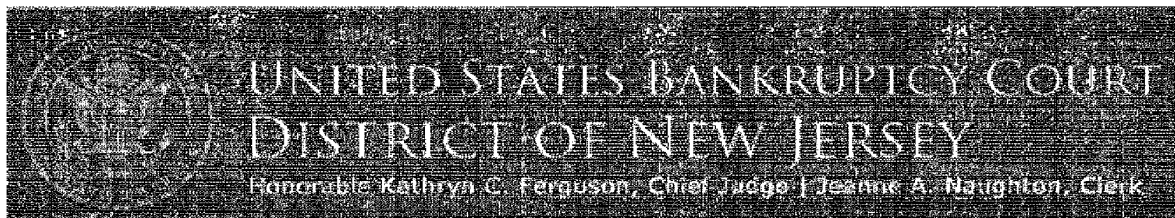
51. 11 U.S.C. § 547(b).

52. *Id.*

53. *Id.* But see *In re Hagen*, 922 F.2d 742 (11th Cir. 1991) (a contingency fee paid to attorneys within ninety days was not avoidable, because it was secured by a charging lien).

54. 11 U.S.C. § 547(c)(1) and (7).

55. 11 U.S.C. § 548(a)(1)(A).



56. 11 U.S.C. § 548(a)(1)(B).
57. CRS §§ 38-8-103, -105, and -106 (Colorado Uniform Fraudulent Transfer Act).
58. 11 U.S.C. § 548(a)(1)(B); *In re Beverly*, 374 B.R. 221 (9th Cir. BAP 2007); *In re Fordu*, 201 F.3d 693 (6th Cir. 1999).
59. 11 U.S.C. § 362(a).
60. 11 U.S.C. § 362(a) (pre-BAPCPA).
61. 11 U.S.C. § 362(b) (pre-BAPCPA).
62. 11 U.S.C. § 362(a)(2).
63. *O'Brien*, *supra* note 25 at 242 (the bankruptcy court found the debtor's obligation to pay his ex-wife for her attorney fees in postdecree litigation concerning child support to be a domestic support obligation and granted relief from the automatic stay, relying on the domestic court's characterization of the debt as such).
64. 11 U.S.C. § 362(b)(2). Also excepted from operation of the automatic stay are actions for: the withholding, suspension, or restriction of a driver's license, professional or occupational license, or recreational license; the reporting of overdue support; interception of tax refunds; and enforcement of medical obligations, as specified in various provisions of the Social Security Act.
65. 11 U.S.C. §§ 524(a) and 727(b).
66. *Id.*
67. 11 U.S.C. § 523(a)(15).
68. 11 U.S.C. § 1328(a)(2).
69. CRS § 14-10-107(4)(b).
70. 11 U.S.C. § 362(a).
71. 11 U.S.C. § 541(a).
72. 11 U.S.C. § 323(b).
73. Exemptions from execution, such as those provided in CRS § 13-54-102, are applicable in bankruptcy to protect the debtor's assets from turnover to the trustee in bankruptcy. 11 U.S.C. § 522(h).
74. Generally, there is no statutory exemption that protects cash resources from turnover to the trustee. *See* CRS § 13-54-102. If the bankruptcy case is filed when there are savings, the trustee will demand turnover for the benefit of unsecured creditors. However, if the parties co-operate prior to filing bankruptcy, they could agree to use cash resources

to pay divorce and bankruptcy attorneys, and not leave those savings to their creditors.

75. Colo. RPC 1.7(b) provides for representation of clients with concurrent conflict of interest.

76. The most significant provision of the 2005 Act is the so-called "means test" calculation, by which the debtor's average gross income for the six months prior to filing, less allowable expenses, is considered "disposable income." Official Form B22A, available at www.uscourts.gov/bkforms/bankruptcy_forms. If monthly disposable income, paid over sixty months, is \$6,000 or 25 percent of unsecured debt (whichever is greater), the debtor's Chapter 7 case is subject to dismissal or being converted to Chapter 13. 11 U.S.C. § 707(b). Also, disposable income is a factor in determining the amount of plan payments in a Chapter 13 case. 11 U.S.C. § 1325(b).

77. In this example, the annualized monthly income (AMI) is \$120,000 and current monthly income (CMI) is \$10,000. The median family income (MFI) in Colorado for a household of four is \$77,933 per year (as of January 2008). *See* www.usdoj.gov/ust. Allowable deductions are \$7,550.36. *See* www.usdoj.gov/ust. Thus, the family's disposable income is \$2,449.64. 11 U.S.C. § 707(b)(2); Official Form B22A.

78. His AMI is \$120,000 and CMI is \$10,000. The MFI in Colorado for a household of three is \$66,731. Allowable deductions are \$10,423. Thus, there is no disposable income. Her AMI is \$42,000. The MFI in Colorado for a household of three is \$66,731. Her AMI is less than the MFI; therefore, there is no abuse for Chapter 7 filing.

79. CRS §§ 13-54-102(1)(u) and -102.5(1); 11 U.S.C. § 522(b).

80. 11 U.S.C. §§ 101(14A) and 507(a)(1); Official Bankruptcy Form B22A, Line 28; Official Bankruptcy Form B22C, Line 33.

81. *Harrell*, *supra* note 27; *Poole*, *supra* note 27; *Boyle*, *supra* note 28; *Williams*, *supra* note 29; *Fitzgerald*, *supra* note 30.

82. 11 U.S.C. §§ 101(14A)(A) and 523(a)(5).

83. 11 U.S.C. §§ 523(a)(15) and 1328(a).

84. Lien rights pass through the bankruptcy case unaffected. 11 U.S.C. § 506(d)(1); *In re Tarnow*, 749 F.2d 464 (7th Cir. 1984).

85. *Eden*, *supra* note 4.

86. Note the apparent contradiction between the bankruptcy court's jurisdiction to make its own determination regarding obligations in the nature of support and the concurrent jurisdiction of the two courts to determine dischargeability. *Harrell*, *supra* note 27; *Poole*, *supra* note 27; *Boyle*, *supra* note 28; *Williams*, *supra* note 29; *Fitzgerald*, *supra* note 30. In those cases in which the bankruptcy court overruled the state court, there was no indication that the state court had attempted to apply federal law in its determination of the nature of the obligation.

87. *Harrell*, *supra* note 27; *Poole*, *supra* note 27; *Boyle*, *supra* note 28; *Williams*, *supra* note 29; *Fitzgerald*, *supra* note 30.

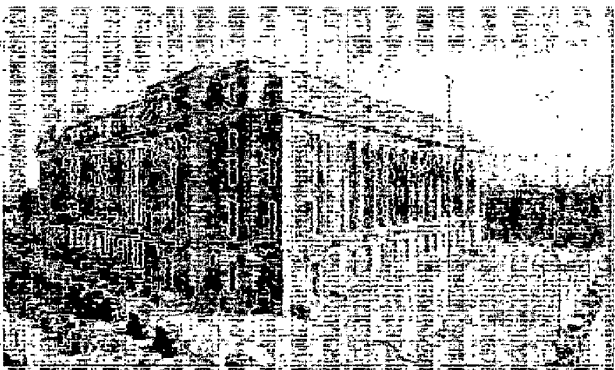
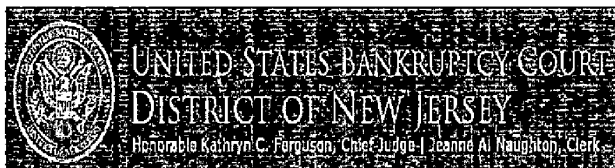
88. 11 U.S.C. §§ 547 and 548; CRS §§ 38-8-103, -105, and -106.

89. 11 U.S.C. § 541(a)(5).

90. 11 U.S.C. § 544(a)(1). *See In re Tucker*, 95 B.R. 796 (Bankr.D.Colo. 1989). If a judgment lien creditor perfects a lien on real property before debtor's spouse asserts and perfects a claim to the property, the rights of the spouse are subordinate to those of the judgment creditor. *In re Fisher*, 67 B.R. 666 (Bankr.D.Colo. 1986). When the wife had not recorded notice of *lis pendens*, a judgment lien creditor seeking to execute on debtor's property took title free and clear of her interests. *See In re Harms*, 7 B.R. 398 (Bankr.D.Colo. 1980).

91. 11 U.S.C. § 521(a)(6). Since the effective date of the 2005 Act, certain auto creditors have been actively repossessing cars under provisions of security agreements in which the filing of a bankruptcy petition is an event of default. Depending on the language of the security agreement, a co-signer who does not file a bankruptcy petition still may face repossession, despite the absence of default in payments.

92. The date for the § 341 creditors' meeting is twenty to forty days after filing the petition. Fed.R.Bankr.P. 2002(a). Creditors and the trustee have sixty days after the § 341 meeting to file objections to discharge and/or complaints to determine dischargeability of debts. Fed.R.Bankr.P. 4007(c). ■



Roger M. Simon, M.D.
 R. Jeffrey Parker, M.D.
 Rodney D. Hollifield, M.D.
 Roy H. Loo, M.D.
 Allen B. Thach, M.D.
 Meher Yepremyan, M.D.
 Jason C. Wickens, M.D.
 Matthew S. Pezda, M.D.
 Judy C. Liu, M.D.

EXTENDED OPHTHALMOSCOPY AND OCT REPORT

NAME: MESI, ERIC (115311) - 09/04/1963

DATE: FEBRUARY 04, 2019

Slit lamp examination demonstrates a white and quiet conjunctiva, clear cornea, deep and quiet anterior chamber, normal iris and trace nuclear sclerotic alterations.

Dilated fundus examination demonstrates posterior vitreous separation, a 0.3 cup-to-disc optic nerve, normal vasculature, limited subclinical retinal detachment in the right eye from the 9 o'clock to 12 o'clock location demarcated along the posterior border with laser retinopexy. Minor lattice alterations are present inferiorly in the left eye on 360° of scleral depression in each eye with an OCT that demonstrates a normal macular profile.

IMPRESSION:

1. TREATED SUBCLINICAL RETINAL DETACHMENT IN THE RIGHT EYE, POSTERIOR VITREOUS SEPARATION EACH EYE, LATTICE DEGENERATION LEFT EYE.

RECOMMENDATIONS:

Observation.

Roy H. Loo, M.D.
 RHL/kdw RL020419 5196
 DT: 02/05/19
Reviewed but not signed to expedite mailing

Reason for Visit

Reason
Eye emergency

Encounter Details

Date	Type	Department	Care Team
09/11/2018	Office Visit	SAN CARLOS OPHTHALMOLOGY 301 INDUSTRIAL ROAD SAN CARLOS, CA 94070 650-596-4220	Rahimy, Ehsan, MD 795 EL CAMINO REAL PALO ALTO, CA 94301-2302 650-853-2974 650-853-6086 (Fax)

Encounter Details

Date	Type	Department	Care Team
10/29/2018	Office Visit	Palo Alto Ophthalmology 795 El Camino Real PALO ALTO, CA 94301 650-853-2974	Rahimy, Ehsan, MD 795 EL CAMINO REAL PALO ALTO, CA 94301-2302 650-853-2974 650-853-6086 (Fax)

Reason for Visit

Reason
Retina follow up

Encounter Details

Date	Type	Department	Care Team
11/20/2018	Office Visit	SAN CARLOS OPHTHALMOLOGY 301 INDUSTRIAL ROAD SAN CARLOS, CA 94070 650-596-4220	Rahimy, Ehsan, MD 795 EL CAMINO REAL PALO ALTO, CA 94301-2302 650-853-2974 650-853-6086 (Fax)

11/20/2018	Office Visit	Ophthalmology	Rahimy, Ehsan, MD
10/29/2018	Office Visit	Ophthalmology	Rahimy, Ehsan, MD
09/20/2018	Office Visit	Ophthalmology	Rahimy, Ehsan, MD
09/11/2018	Office Visit	Ophthalmology	Rahimy, Ehsan, MD

EXHIBIT “E”

Las Vegas Case# D-19-585846-D

7006 3450 0001 3827 9335

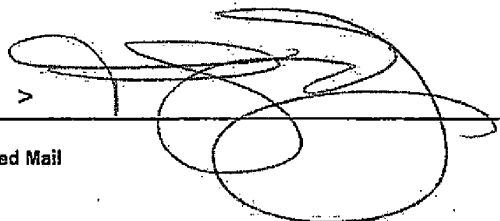
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0416 59	
Postmark Here	
03/25/2019	
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PS Form 3800, April 2005 See Reverse for Instructions	

PLAINTIFF/PETITIONER: ERIC THOMAS MESI	CASE NUMBER: D19585846D
DEFENDANT/RESPONDENT: VANESSA MARIE MESI	

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

3/25/2019

Thomas Bowman, Jr.



Proof of Service by Certified Mail

Billing Code: SysGen

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address)		TELEPHONE NUMBER	FOR COURT USE ONLY
Eric Mesi 4500 Pencester St. Las Vegas NV 89115 ATTORNEY FOR Self Represented		(775) 980-7638 D-19-585846-D	
SHORT TITLE OF CASE: MESI ERIC THOMAS v. MESI VANESSA MARIE			
INVOICE NO. 2582616	DATE:	TIME:	DEP./DIV.

Proof of Service by Certified Mail Return Receipt Requested

I am a citizen of the United States and employed in the County of Santa Clara State of California. I am and was on the dates herein mentioned, over the age of eighteen years and not a party to the action.

On 03/25/2019 I Served the within;

LETTER; SUMMONS; REQUEST FOR ISSUANCE OF JOINT PRELIMINARY INJUNCTION; JOINT PRELIMINARY INJUNCTION; COMPLAINT;

In said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon pre-paid for Certified Mail Return Receipt Requested in the United States mail At: San Jose, California, addressed as follows:

VANESSA MARIE MESI aka VANESSA MARIE BATTAGLIA aka VANESSA MARIE REYNOLDS c/o Attorney, TRICIA M. DARBY

4777 Caughlin Pkwy
Reno, NV 89519

Certified Mail Receipt is attached to affidavit signed and dated

Declarant:

- a. Name: Thomas Bowman, Jr.
- b. Address: 871 Coleman Avenue #102, San Jose, CA 95110
- c. Telephone number: 408-295-3300
- d. The fee for this service was: 45.00
- e. I am:
 - (3) ☒ a registered California process server:
 - (i) ☒ Employee
 - (ii) Registration No.: 25
 - (iii) County: Santa Clara

CONTINUED ON NEXT PAGE

Billing Code: SysGen

Proof of Service by Certified Mail

AMENDED

IN THE DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

Eric Thomas Mesi

PLAINTIFF

Vs

Vanessa Marie Mesi

DEFENDANT

Civil File Number: 19002547

CASE No.: D19585846D

AFFIDAVIT OF SERVICE

STATE OF NEVADA

COUNTY OF WASHOE

ss:

David Wolfe #2181, being first duly sworn, deposes and says: That affiant is a citizen of the United States, over 18 years of age, not a party to the within entered action, and that in the County of Washoe, State of Nevada, personally served the described documents upon:

Sub-served: Vanessa Marie Mesi by serving Samantha Fryer, Legal Assistant

Location: c/o Darby Law Firm 4777 Caughlin Parkway Reno, NV 89519

Date: 4/3/2019 Time: 10:25 AM

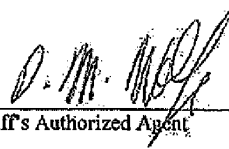
The document(s) served were: SUMMONS AND COMPLAINT FOR DIVORCE NO CHILDREN, JOINT PRELIMINARY INJUNCTION, REQUEST FOR ISSUANCE OF JOINT PRELIMINARY INJUNCTION, LETTER TO ATTORNEY WITH COPIES OF STATEMENTS (9 PAGES), SECONDARY FAMILY CAREGIVER APPROVAL LETTER (3 PAGES)

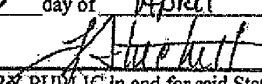
Clark County District Court

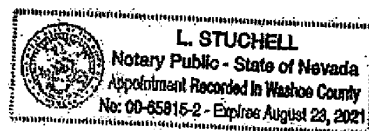
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

DARIN BALAAM, SHERIFF

SUBSCRIBED AND SWORN to me before me this

By: 
Sheriff's Authorized Agent

10 day of April 2019.

NOTARY PUBLIC in and for said State of Nevada,
County of Washoe.



911 PARR BOULEVARD RENO, NV 89512-1000 (775) 328-3310

Darby Law Practice, Ltd.
4777 Caughlin Parkway
Reno, Nevada 89519

775.322.1237
FAX: 775.996.7290

darbylawpractice.com



Kevin A. Darby, Esq.
kad@darbylawpractice.com

Tricia M. Darby, Esq.
tricia@darbylawpractice.com

April 8, 2019

Washoe County Sheriff's Office
911 Parr Blvd.
Reno, Nevada, 89512

Re: *Eric Thomas Mesi v. Vanessa Marie Mesi*
Case No: D-19-585846-D

Dear Sheriff's Office:

Darby Law Practice represents Vanessa Marie Mesi in a Chapter 13 bankruptcy proceeding.

On Wednesday, April 3, 2019, a Washoe County Sheriff Deputy attempted to serve Darby Law Practice with documents relating to a divorce proceeding involving Ms. Mesi and her estranged husband, Eric Thomas Mesi. Believing the documents were related to Ms. Mesi's bankruptcy proceeding, office staff signed to accept delivery of the document. As it turned out, the document Darby Law Practice received were not related to her bankruptcy, but rather the attached Complaint for Divorce filed by her pro per ex-husband.

Darby Law Practice does not have authority to accept service of process on behalf of Ms. Mesi in any pending divorce proceeding. Darby Law Practice does not, and will not, represent Ms. Mesi in the above referenced case. Therefore, the attempted service of the enclosed complaint is hereby rejected.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Tricia M. Darby, Esq.

Information For You

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Account number ending in 0973

Open Date: Jan 26, 2019 - Close Date: Feb 25, 2019

Page 3 of 6

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TDD 1-800-347-7449



Inquiry
Discover
PO Box 30943
Salt Lake City
UT 84130



Mail Payments
Discover
PO Box 6103
Carol Stream
IL 60197-6103

Transactions

	Trans. Date	Post Date			
Payments and Credits	Feb 11	Feb 11	PAYMENT - THANK YOU	\$	-75.00
	Feb 14	Feb 14	PAYMENT - THANK YOU		-75.00
Gasoline	Feb 15	Feb 15	EXXONMOBIL DALY CITY CA	\$	20.00
	Feb 15	Feb 15	SHELL 57444842009 SANTA NELLA CA		30.00
	Feb 18	Feb 18	CHEVRON 0207707 SALINAS CA		40.00
			00207707 0723014		
	Feb 19	Feb 19	CHEVRON 0201302 VACAVILLE CA		40.00
			00201302 0261303		
	Feb 23	Feb 23	CHEVRON 0092060 MORGAN HILL CA		10.00
			00092060 6077395		
Fees			TOTAL FEES FOR THIS PERIOD	\$	0.00
Interest Charged			INTEREST CHARGE ON PURCHASES	\$	110.96
			INTEREST CHARGE ON CASH ADVANCES		0.00
			INTEREST CHARGE ON BALANCE TRANSFERS		0.00
			TOTAL INTEREST FOR THIS PERIOD		110.96

2019 Totals Year-to-Date

TOTAL FEES CHARGED IN 2019	\$	0.00
TOTAL INTEREST CHARGED IN 2019	\$	215.85

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Current Billing Period: 31 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)*	PROMO APR EXPIRATION DATE**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	25.24% V	N/A	\$5,176.08	\$110.96
Cash Advances	27.24% V	N/A	\$0.00	\$0.00

V=Variable Rate

* If your account is currently enrolled in a special program or is placed into one during the term of the offer, you will receive the benefit of the lower rate while the special program is in effect. This includes, if applicable, any lower rates as authorized under the Servicemembers Civil Relief Act.

** This is the date your promotional rate expires and the remaining balance will be moved to your standard APR disclosed when you accepted the offer.

Please note: Changing your payment due date may change your Promo APR Expiration Date.

*** For more information, please call us at 1-800-347-2683.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Important Information

See your Cardmember Agreement. Your Cardmember Agreement contains all the terms of your Account.

Lost or stolen cards. Report immediately! Call 1-800-347-3085.

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at Discover, PO Box 30421, Salt Lake City, UT 84130-0421, or submit the form provided at <https://discover.com/billingerrornote>. You must contact us within 60 days after the error appeared on your statement. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit <https://discover.com/billingrights> for a copy of this Notice.

Payments. You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

Please do not send cash. Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided. Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by Midnight ET on the Payment Due Date or 5PM ET on any other day.

You can also make a Payment or set up automatic payments by calling 1-800-347-3085. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. If your scheduled payment date falls on a weekend or bank holiday, your payment will be processed the business day prior to the weekend or bank holiday. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower as your electronic signature. By providing those numbers, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel a scheduled payment by phone at 1-800-347-3085 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421; payment cancellations must be received before 5 PM ET of the scheduled withdrawal date.

If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set automatic payments for: (i) statement New Balance, (ii) statement Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill-in the following blanks below and retain the authorization for your records.

Amount: ☐ Full Pay ☐ Min Pay ☐ Min Pay + \$ _____;

☐ Other Amount \$ _____; Bank Routing #: _____;

Bank Account # _____;

Monthly on the ☐ Payment Due Date

☐ _____ Day of month (insert date)

Credit Reporting. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at this address: Discover, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home telephone number and Account number.

Paying Interest. Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account.

How We Calculate Interest Charges. We Use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-3085.

Balance Subject to Interest Rate. Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

Credit Balances. If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of \$1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

Balance Transfers. Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

The Discover® card is issued by Discover Bank, Member FDIC. 01723-26.0218

CHANGE OF ADDRESS

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address

Home Phone

City

Work Phone

State, Zip

Email

To make changes to your address, email or telephone number, visit Discover.com

Continued on next page

DISCOVER

Discover it® Card

Account number ending in 0973

Open Date: Jan 26, 2019- Close Date: Feb 25, 2019

Cardmember Since 2017

Page 1 of 6

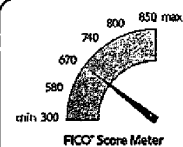
ACCOUNT SUMMARY

Previous Balance		\$5,149.75
Payments and Credits	-	\$150.00
Purchases	+	\$140.00
Balance Transfers		\$0.00
Cash Advances	+	\$0.00
Fees Charged	+	\$0.00
Interest Charged	+	\$110.96
New Balance		\$5,250.71

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	\$7,900
Credit Line Available	\$2,649
Cash Advance Credit Line	\$2,800
Cash Advance Credit Line Available	\$2,649

You may be able to avoid interest on Purchases. See reverse for details.

**FICO**
682

Your FICO® Credit Score on 2/19/19

Track recent scores on the FICO page in this statement

PAYMENT INFORMATION**New Balance** **\$5,250.71**Minimum Payment Due **\$131.00**
Payment Due Date **March 20, 2019****Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	21 years	\$19,863
\$209	3 years	\$7,540 (Savings = \$12,323)

If you would like information about credit counseling services, call 1-800-347-1121.

REWARDS**Cashback Bonus®**Anniversary Month
February

Opening Balance	\$	10.06
New Cashback Bonus This Period		
5% Cashback Bonus	+	\$ 1.50
Everywhere Else	+	\$ 1.10
Redeemed This Period	-	\$ 0.00

Cashback Bonus Balance **\$ 12.66**To learn more, log in at Discover.com**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

Make Check payable to Discover. Do Not Send Cash.

Please fold on the perforation below, detach and return with your payment.

Payment Coupon

Please do not fold, clip or staple.

**Pay Online**
Discover.com**Pay by Phone**
1-800-347-3085BETTY L MESI
738 COLTON DR
SALINAS CA 93907-1904

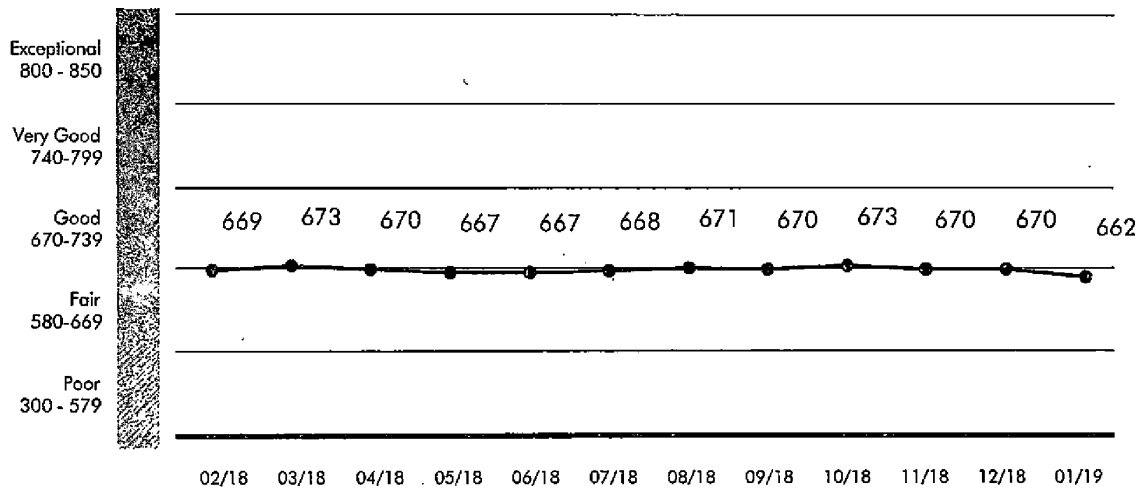
Account number ending in	0973
Minimum Payment Due	\$131.00
New Balance	\$5,250.71
Payment Due Date	March 20, 2019
Amount enclosed	\$

PO BOX 51908
LOS ANGELES, CA 90051-6208Phone and Internet payments must be received before midnight ET on your due date to be credited as of the same day.
Address, e-mail or telephone changed? Note changes on reverse side.

000001986452454279646052507100075000013100

Betty, your FICO® Credit Score is 662 as of 01/19/2019

Your FICO® Credit Score History

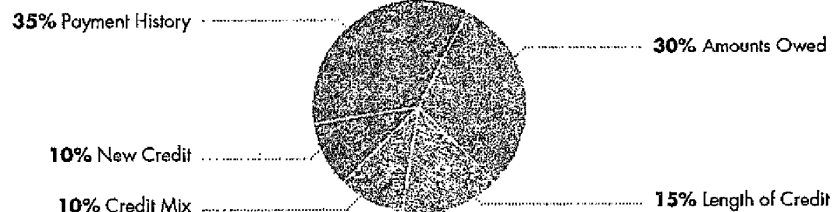


Important Information:

- We may not always receive a score for you each month, so there may be months with no scores.
- For questions on the availability of your score go to the "Information For You" section of this statement.

In March of 2019, your FICO® Credit Score history chart will only be available in your statements every Jan, Apr, Jul and Oct. It will continue to be available any time both online and on mobile.

FICO® Credit Scores consider the following for the general population:



See FICO® Credit Score Terms on the "Information For You" section of this statement

© 2017 Discover Bank, Member FDIC

CODE_SUM_0119

Interest Charge Calculation - Continued

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)*	PROMO APR EXPIRATION DATE**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Balance Transfers	0.00%	01/25/19	\$0.00	\$0.00

V=Variable Rate

* If your account is currently enrolled in a special program or is placed into one during the term of the offer, you will receive the benefit of the lower rate while the special program is in effect. This includes, if applicable, any lower rates as authorized under the Servicemembers Civil Relief Act.

** This is the date your promotional rate expires and the remaining balance will be moved to your standard APR disclosed when you accepted the offer. Please note: Changing your payment due date may change your Promo APR Expiration Date.

*** For more information, please call us at 1-800-347-2683.

Information For You**FICO® Credit Score Terms**

Your score and key factors use the FICO® Score 8 model. They are based on your TransUnion credit report and may be different from other credit scores. This information is intended for and only provided to Primary cardmembers who have an available score. See [Discover.com/FICO](https://www.discover.com/fico) about the availability of your score. Your score and key factors are available on Discover.com and your score is provided on statements. You will see up to a year of recent scores online starting when you become a cardmember. Discover and other lenders may use different inputs, such as a FICO® Credit Score, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of the Fair Isaac Corporation in the United States and other countries.

If you prefer not to receive your FICO® Credit Score just call us at 1-800-DISCOVER (1-800-347-2683). Please give us two billing cycles to process your request. To learn more, visit [Discover.com/FICO](https://www.discover.com/fico)

Discover Financial Services and Fair Isaac are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. Discover Financial Services and Fair Isaac do not provide "credit repair" services or assistance regarding "rebuilding" or "improving" your credit record, credit history or credit rating.

Availability of FICO® Credit Score

As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.

In March of 2019, your FICO® Credit Score history chart will be shown in every Jan, Apr, Jul and Oct statement when you have any FICO® Score on record over the past 12 months. Your history chart will continue to be available any time both online and on mobile. If you have opted out of receiving your FICO® Score, the above will apply if you elect to opt back in.

DISCOVER

Discover it® Card

Account number ending in 0973

Open Date: Dec 26, 2018 - Close Date: Jan 25, 2019

Page 3 of 6

CONTACT US

Web
Access your
account securely
at Discover.com



Mobile
Manage your
account anytime,
anywhere at
m.Discover.com



Phone
1-800-347-3085
TDD 1-800-347-7449



Inquiry
Discover
PO Box 30943
Salt Lake City
UT 84130



Mail Payments
Discover
PO Box 6103
Carol Stream
IL 60197-6103

Transactions

	Trans. Date	Post Date			
Payments and Credits	Jan 7	Jan 7	PAYMENT - THANK YOU	\$	-50.00
	Jan 8	Jan 8	PAYMENT - THANK YOU		-50.00
Award and Rebate Credits	Jan 3	Jan 3	CASHBACK BONUS REDEMPTION PYMT/STMT CRDT	\$	-47.24
Merchandise	Dec 27	Dec 27	AMZN MKTP US*M27GQ1K61 AMZN.COM/BILLWA	\$	57.47
			LTVYLOW89XA		
	Jan 5	Jan 5	TJMAXX #0568 HENDERSON NV		33.54
	Jan 6	Jan 6	R.C. WILLEY HENDERSON NV		46.10
	Jan 6	Jan 6	R.C. WILLEY HENDERSON NV		201.22
Restaurants	Dec 25	Dec 26	CANNERY ROAD BUFFET LAS VEGAS NV	\$	56.26
	Dec 27	Dec 27	IHOP LAS VEGAS LAS VEGAS NV		31.16
	Dec 28	Dec 28	LA SALSA CANTINA LAS VEGAS NV		17.95
	Dec 29	Dec 29	IHOP LAS VEGAS LAS VEGAS NV		21.46
	Dec 30	Dec 30	CAPRIOTTI'S SANDWI NORTH LAS VEGNV		15.75
Gasoline	Jan 22	Jan 22	CHEVRON 0307825 NORTH LAS VEGNV	\$	40.00
			00307825 2556908		
Travel/Entertainment	Dec 27	Dec 27	U-HAUL MOVING & STORAGE LAS VEGAS NV	\$	36.57
Supermarkets	Dec 28	Dec 28	SMITHS #4306 NO LAS VEGAS NV	\$	21.03
	Dec 31	Dec 31	WAL-MART SC - #3351 LAS VEGAS NV		111.69
Home Improvement	Jan 9	Jan 9	CITY ELECTRIC N LAS VEGAS NV	\$	53.07
			1		
	Jan 9	Jan 9	LOWE'S OF N.W. LAS VEGAS LAS VEGAS NV		33.28
Fees			TOTAL FEES FOR THIS PERIOD	\$	0.00
Interest Charged			INTEREST CHARGE ON PURCHASES	\$	104.89
			INTEREST CHARGE ON CASH ADVANCES		0.00
			INTEREST CHARGE ON BALANCE TRANSFERS		0.00
			TOTAL INTEREST FOR THIS PERIOD		104.89

2019 Totals Year-to-Date

TOTAL FEES CHARGED IN 2019	\$	0.00
TOTAL INTEREST CHARGED IN 2019	\$	104.89

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Current Billing Period: 31 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)*	PROMO APR EXPIRATION DATE**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	25.24% V	N/A	\$4,893.10	\$104.89
Cash Advances	27.24% V	N/A	\$0.00	\$0.00

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Lost or stolen cards. Report immediately! Call 1-800-347-3085.

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Payments. You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment"), and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

Please do not send cash. Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided. Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by Midnight ET on the Payment Due Date or 5PM ET on any other day.

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If you enroll by phone in our automatic payment service, please fill-in the following blanks below and retain the authorization for your records.

Amount: ☐ Full Pay ☐ Min Pay ☐ Min Pay + \$ _____;

☐ Other Amount \$ _____; Bank Routing #: _____;

Bank Account # _____;

Monthly on the ☐ Payment Due Date

☐ _____ Day of month (insert date)

Credit Reporting. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at this address: Discover, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home telephone number and Account number.

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Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

The Discover® card is issued by Discover Bank, Member FDIC. DT23-26.0218

CHANGE OF ADDRESS

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address

Home Phone

City

Work Phone

State, Zip

Email

To make changes to your address, email or telephone number, visit Discover.com

Continued on next page

DISCOVER

Discover it® Card

Account number ending in 0973

Open Date: Dec 26, 2018- Close Date: Jan 25, 2019

Cardmember Since 2017

Page 1 of 6

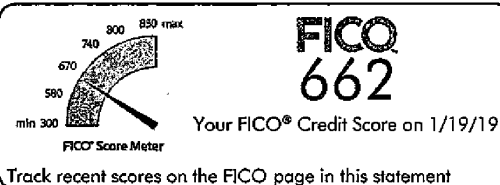
ACCOUNT SUMMARY

Previous Balance	\$4,415.55
Payments and Credits	- \$147.24
Purchases	+ \$776.55
Balance Transfers	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$104.89
New Balance	\$5,149.75

See Interest Charge Calculation section following the Transactions section for detailed APR information.

Credit Line	\$6,100
Credit Line Available	\$950
Cash Advance Credit Line	\$2,800
Cash Advance Credit Line Available	\$950

You may be able to avoid interest on Purchases. See reverse for details.

**PAYMENT INFORMATION****New Balance \$5,149.75**

Minimum Payment Due \$125.00

Payment Due Date February 20, 2019

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	21 years	\$19,231
\$205	3 years	\$7,395
		(Savings= \$11,836)

If you would like information about credit counseling services, call 1-800-347-1121.

REWARDS

Cashback Bonus®	Anniversary Month
Opening Balance	February
New Cashback Bonus This Period	\$ 47.24
5% Cashback Bonus	+ \$ 2.87
Everywhere Else	+ \$ 7.19
Redeemed This Period	- \$ 47.24
Cashback Bonus Balance	\$ 10.06

To learn more, log in at Discover.com**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

Make Check payable to Discover. Do Not Send Cash.

Please fold on the perforation below, detach and return with your payment.

Payment Coupon

Please do not fold, clip or staple.

**Pay Online**
Discover.com**Pay by Phone**
1-800-347-3085BETTY L MESI
738 COLTON DR
SALINAS CA 93907-1904

Account number ending in	0973
Minimum Payment Due	\$125.00
New Balance	\$5,149.75
Payment Due Date	February 20, 2019
Amount enclosed	\$

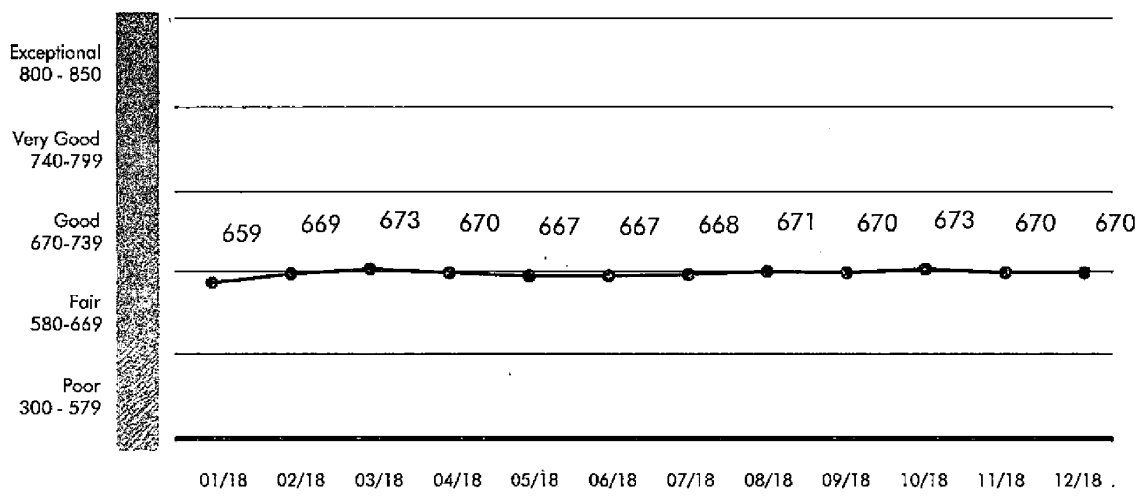
PO BOX 51908
LOS ANGELES, CA 90051-6208Phone and Internet payments must be received before midnight ET on your due date to be credited as of the same day.
Address, e-mail or telephone changed? Note changes on reverse side.

000001986452454279646051497500050000012500

Betty, your FICO® Credit Score is 670 as of 12/19/2018

Good News! Your FICO® Credit Score indicates to lenders that you are a good borrower.

Your FICO® Credit Score History

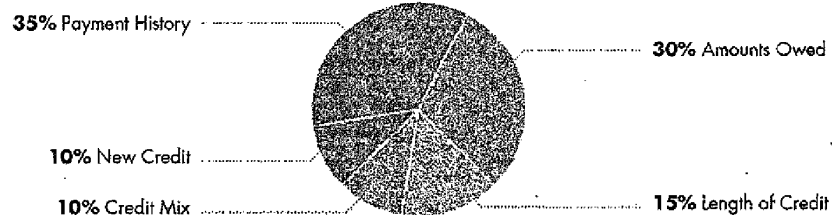


Important Information:

- We may not always receive a score for you each month, so there may be months with no scores.
- For questions on the availability of your score go to the "Information For You" section of this statement.

Log in to Discover.com/FICO to see key factors that help explain your scores

FICO® Credit Scores consider the following for the general population:



See FICO® Credit Score Terms on the "Information For You" section of this statement



Discover it® Card

Account number ending in 0973

Open Date: Nov 26, 2018 - Close Date: Dec 25, 2018

Page 5 of 8

Information For You

FICO® Credit Score Terms

Your FICO® Credit Score, key factors, and other credit information use the FICO® Score 8 model. They are based on data from TransUnion® and may be different from other credit scores and other credit information provided by different bureaus. This information is intended for and only provided to Primary account holders who have an available score. Your score, key factors and other credit information are available on Discover.com and cardmembers are also provided a score on statements. Customers will see up to a year of recent scores online. Discover and other lenders may use different inputs, such as FICO® Credit Scores, other credit scores and more information in credit decisions. This benefit may change or end in the future. FICO is a registered trademark of the Fair Isaac Corporation in the United States and other countries.

If you prefer not to receive your FICO® Credit Score just call us at 1-800-DISCOVER (1-800-347-2683). Please give us two billing cycles to process your request.

Discover Financial Services and Fair Isaac are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. Discover Financial Services and Fair Isaac do not provide "credit repair" services or assistance regarding "rebuilding" or "improving" your credit record, credit history or credit rating.

Availability of FICO® Credit Score

As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion®; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Transactions - continued

	Trans. Date	Post Date		
Travel/Entertainment	Nov 30	Nov 30	PH LODGING LAS VEGAS NV	167.80
	Dec 2	Dec 2	MOUNT ROSE MINI STORAGE RENO NV	882.36
	Dec 2	Dec 2	GRAND SIERRA ADV DEP 800-648-9270 NV 00276R	25.00
	Dec 2	Dec 2	GRAND SIERRA RSRT&CASI 800-648-9270 NV 00228R	64.45
	Dec 7	Dec 7	MOVING HELP 800-789-3638 AZ	95.95
	Dec 7	Dec 7	HILTON GARDEN INN BAKERS BAKERSFIELD CA	131.27
	Dec 12	Dec 12	U-HAUL/U-HAUL MOVING & RENO NV	125.27
	Dec 13	Dec 13	MOVING HELP 800-789-3638 AZ	109.95
Services	Dec 5	Dec 5	PUBLIC STORAGE 23071 SPARKS NV	\$ 232.00
	Dec 11	Dec 11	PP*CARSONMOVIN SAN JOSE CA	279.00
	Dec 15	Dec 15	PUBLIC STORAGE 23428 LAS VEGAS NV	36.00
	Dec 16	Dec 16	SQ *RELIABLE MOVERS LAS VEGAS NV 0002305843011942692726	52.00
	Dec 17	Dec 17	WESTERN ELITE LAS VEGAS NV	42.00
Supermarkets	Nov 29	Nov 29	WAL-MART SC - #2592 NORTH LAS VEG NV	\$ 152.82
	Dec 8	Dec 8	WAL-MART SC - #3351 LAS VEGAS NV	74.34
	Dec 17	Dec 17	WAL-MART SC - #4339 NORTH LAS VEG NV	51.43
	Dec 20	Dec 20	WAL-MART SC - #2592 NORTH LAS VEG NV	116.43
Home Improvement	Dec 10	Dec 10	HOMEDPOT.COM 858-831-2000 GA	\$ 569.83
Fees			TOTAL FEES FOR THIS PERIOD	\$ 0.00
Interest Charged			TOTAL INTEREST FOR THIS PERIOD	\$ 0.00

2018 Totals Year-to-Date

TOTAL FEES CHARGED IN 2018	\$	45.03
TOTAL INTEREST CHARGED IN 2018	\$	70.79

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Current Billing Period: 30 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)*	PROMO APR EXPIRATION DATE**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	24.99% V	N/A	\$0.00	\$0.00
Cash Advances	26.99% V	N/A	\$0.00	\$0.00
Balance Transfers	0.00%	01/25/19	\$0.00	\$0.00

V=Variable Rate

* If your account is currently enrolled in a special program or is placed into one during the term of the offer, you will receive the benefit of the lower rate while the special program is in effect. This includes, if applicable, any lower rates as authorized under the Servicemembers Civil Relief Act.

** This is the date your promotional rate expires and the remaining balance will be moved to your standard APR disclosed when you accepted the offer.

Please note: Changing your payment due date may change your Promo APR Expiration Date.

*** For more information, please call us at 1-800-347-2683.



Discover it® Card

Account number ending in 0973

Open Date: Nov 26, 2018 - Close Date: Dec 25, 2018

Page 3 of 8

CONTACT US



Web
Access your
account securely
at Discover.com



Mobile
Manage your
account anytime,
anywhere at
m.Discover.com



Phone
1-800-347-3085
TDD 1-800-347-7449



Inquiry
Discover
PO Box 30943
Salt Lake City
UT 84130



Mail Payments
Discover
PO Box 6103
Carol Stream
IL 60197-6103

Transactions

	Trans. Date	Post Date			
Payments and Credits	Dec 3	Dec 5	GRAND SIERRA RSRT&CASI 800-648-9270 NV	\$	-50.00
			000259		
	Dec 4	Dec 6	GRAND SIERRA RSRT&CASI 800-648-9270 NV		-1.00
			000250		
	Dec 4	Dec 6	GRAND SIERRA RSRT&CASI 800-648-9270 NV		-88.45
			000256		
Restaurants	Nov 29	Nov 29	CRACKER BARREL #742 NORTH LAS VEG NV	\$	20.00
	Nov 29	Nov 29	LUMBERJACKS LAS VEGAS LAS VEGAS NV		56.86
			02990R		
	Dec 12	Dec 12	DEL TACO 0839 SPARKS NV		17.52
	Dec 17	Dec 17	CRACKER BARREL #742 NORTH LAS VEG NV		29.82
Gasoline	Nov 29	Nov 29	CHEVRON 0307825 NORTH LAS VEG NV	\$	44.50
			00307825 2535004		
	Nov 30	Nov 30	CHEVRON 0381125 HAWTHORNE NV		25.00
			00381125 2530873		
	Nov 30	Nov 30	DEATH VALLEY NUT & CANDY BEATTY NV		18.00
	Dec 3	Dec 3	CHEVRON 0201572 RENO NV		39.00
			00201572 7226945		
	Dec 3	Dec 3	CHEVRON 0201572 RENO NV		100.00
			00201572 7226946		
	Dec 5	Dec 5	CHEVRON 0207707 SALINAS CA		39.60
			00207707 0788907		
	Dec 6	Dec 6	CHEVRON 0359745 GONZALES CA		100.00
			00359745 4555468		
	Dec 6	Dec 6	EXXONMOBIL PASO ROBLES CA		100.00
	Dec 7	Dec 7	LOVE'S COUNTRY STORE # TEHACHAPI CA		31.80
	Dec 7	Dec 7	LOVE'S COUNTRY STORE # TEHACHAPI CA		100.00
	Dec 10	Dec 10	CHEVRON 0307825 NORTH LAS VEG NV		34.00
			00307825 2539268		
	Dec 10	Dec 10	PILOT 00341 N. LAS VEGAS NV		75.00
	Dec 10	Dec 10	PILOT 00341 N. LAS VEGAS NV		56.00
	Dec 10	Dec 10	UNION 76 HAWTHORNE NV		60.00
	Dec 12	Dec 12	LONGLEY MARKET RENO NV		100.00
	Dec 12	Dec 12	LONGLEY MARKET RENO NV		50.00
	Dec 13	Dec 13	CHEVRON 0305527 TONOPAH NV		100.00
			00305527 2794989		
	Dec 13	Dec 13	DEATH VALLEY NUT & CANDY BEATTY NV		70.00
	Dec 20	Dec 20	CHEVRON 0203089 LAS VEGAS NV		30.00
			00203089 8926510		
Travel/Entertainment	Nov 29	Nov 29	GRAND SIERRA ADV DEP 800-648-9270 NV	\$	50.00
			02981R		

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Important Information

See your Cardmember Agreement. Your Cardmember Agreement contains all the terms of your Account.

Lost or stolen cards. Report immediately! Call 1-800-347-3085.

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at Discover, PO Box 30421, Salt Lake City, UT 84130-0421, or submit the form provided at <https://discover.com/billingerrornotice>. You must contact us within 60 days after the error appeared on your statement. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question. The Billing Rights Notice further explains your rights. Please see your Cardmember Agreement or visit <https://discover.com/billingrights> for a copy of this Notice.

Payments. You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

Please do not send cash. Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided. Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by Midnight ET on the Payment Due Date or 5PM ET on any other day.

You can also make a Payment or set up automatic payments by calling 1-800-347-3085. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. If your scheduled payment date falls on a weekend or bank holiday, your payment will be processed the business day prior to the weekend or bank holiday. In order to schedule monthly payments by telephone, you will need this statement and your bank account information. You will be asked to provide the last four (4) digits of the social security number of the primary borrower as your electronic signature. By providing those numbers, you will be agreeing to this authorization to allow us and your bank to deduct each payment you authorize, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel a scheduled payment by phone at 1-800-347-3085 or by mail at Discover, PO Box 30421, Salt Lake City, UT 84130-0421; payment cancellations must be received before 5 PM ET of the scheduled withdrawal date.

If your payments may vary in amount, we will tell you on each monthly billing statement when your payment will be made and how much it will be. You must ensure that sufficient funds are available in your bank account, and all transactions must comply with U.S. law.

You can set automatic payments for: (i) statement New Balance, (ii) statement Minimum Payment Due, (iii) statement Minimum Payment Due plus a fixed dollar amount, or (iv) other dollar amount. If your scheduled "Other dollar amount" payment is not enough to cover the Minimum Payment Due as listed on your monthly billing statement, your scheduled payment for that month will be increased to cover the Minimum Payment Due. If the scheduled payment is greater than the Minimum Payment Due, any excess will be applied in accordance with your Cardmember Agreement. If your scheduled payment is greater than the New Balance on your billing statement, that payment will be processed only for the amount of your New Balance. Your automatic payment amount may be less than the amount indicated on the billing statement based on credits or payments after the Close Date.

If you enroll by phone in our automatic payment service, please fill-in the following blanks below and retain the authorization for your records.

Amount: ☐ Full Pay ☐ Min Pay ☐ Min Pay + \$ _____;

☐ Other Amount \$ _____; Bank Routing #: _____;

Bank Account # _____;

Monthly on the ☐ Payment Due Date

☐ _____ Day of month (insert date)

Credit Reporting. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at this address: Discover, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home telephone number and Account number.

Paying Interest. Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account.

How We Calculate Interest Charges. We Use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-3085.

Balance Subject to Interest Rate. Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

Credit Balances. If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of \$1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

Balance Transfers. Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

The Discover® card is issued by Discover Bank, Member FDIC. DIT23-26.0218

CHANGE OF ADDRESS

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address

Home Phone

City

Work Phone

Email

State, Zip

To make changes to your address, email or telephone number, visit Discover.com

Continued on next page



Discover it® Card

Account number ending in 0973

Open Date: Nov 26, 2018- Close Date: Dec 25, 2018

Cardmember Since 2017

Page 1 of 8

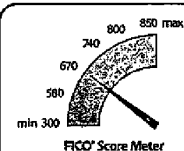
ACCOUNT SUMMARY

Previous Balance		\$0.00
Payments and Credits	-	\$139.45
Purchases	+	\$4,555.00
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Fees Charged	+	\$0.00
Interest Charged	+	\$0.00
New Balance		\$4,415.55

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	\$6,100
Credit Line Available	\$1,684
Cash Advance Credit Line	\$2,800
Cash Advance Credit Line Available	\$1,684

You may be able to avoid interest on Purchases. See reverse for details.



FICO
670

Your FICO® Credit Score on 12/19/18

Track recent scores on the FICO page in this statement

PAYMENT INFORMATION

New Balance **\$4,415.55**

Minimum Payment Due **\$89.00**

Payment Due Date **January 20, 2019**

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

REWARDS

Cashback Bonus® Anniversary Month

Opening Balance \$ 3.08

New Cashback Bonus This Period

Everywhere Else + \$ 44.16

Redeemed This Period - \$ 0.00

Cashback Bonus Balance **\$ 47.24**

To learn more, log in at Discover.com

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Make Check payable to Discover. Do Not Send Cash.

Please fold on the perforation below, detach and return with your payment.

Payment Coupon

Please do not fold, clip or staple.



Pay Online
Discover.com



Pay by Phone
1-800-347-3085

BETTY L MESI
738 COLTON DR
SALINAS CA 93907-1904



Account number ending in	0973
Minimum Payment Due	\$89.00
New Balance	\$4,415.55
Payment Due Date	January 20, 2019
Amount enclosed	\$

PO BOX 51908
LOS ANGELES, CA 90051-6208

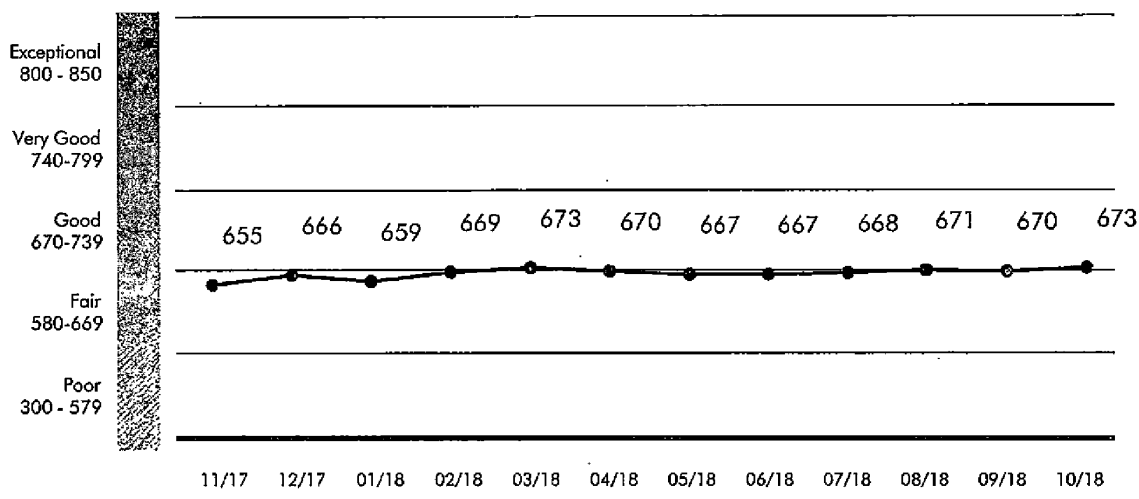
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Address, e-mail or telephone changed? Note changes on reverse side.

000001986452454279646044155500192090008900

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Good News! Your FICO® Credit Score indicates to lenders that you are a good borrower.

Your FICO® Credit Score History

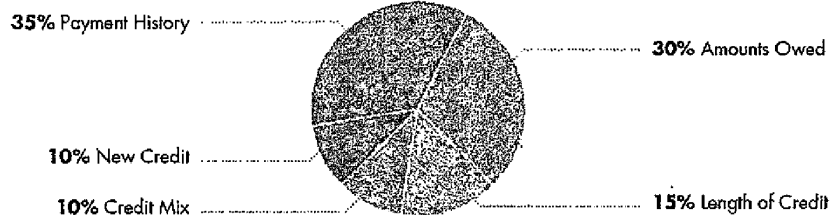


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© 2017 Discover Bank, Member FDIC

CODE_SUM_0317

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As an active cardmember, you may see your FICO® Credit Score on your monthly statement or online. Reasons why you may not see your FICO® Credit Score include: if you opt out; if you have key information that is mismatched or missing, as one example, an address change that has not been updated with Discover or TransUnion®; if your credit history is too new; if your account status is abandoned, bankrupt, fraud, lost or stolen, closed, revoked, or charged off; if you have a foreign address. Your FICO® Score is disclosed on statements when your statement is available. You may not receive a statement if you have no account activity such as no purchase transactions, fees, interest, or payments for approximately 30 days.

DISCOVER

Discover it® Card

Account number ending in 0973

Open Date: Sep 26, 2018 - Close Date: Oct 25, 2018

Page 3 of 6

CONTACT US

Web
Access your
account securely
at Discover.com



Mobile
Manage your
account anytime,
anywhere at
m.Discover.com



Phone
1-800-347-3085
TDD 1-800-347-7449



Inquiry
Discover
PO Box 30943
Salt Lake City
UT 84130



Mail Payments
Discover
PO Box 6103
Carol Stream
IL 60197-6103

Transactions

	Trans. Date	Post Date			
Payments and Credits	Oct 10	Oct 10	PAYMENT - THANK YOU	\$	-500.00
	Oct 11	Oct 11	PAYMENT - THANK YOU		-200.00
	Oct 16	Oct 16	PAYMENT - THANK YOU		-1,678.76
Award and Rebate Credits	Oct 10	Oct 10	CASHBACK BONUS REDEMPTION PYMT/STMT CRDT	\$	-1.10
Merchandise	Oct 2	Oct 2	SIGNATURE FURNITURE GALL SALINAS CA	\$	150.00
Gasoline	Sep 29	Sep 29	EXXONMOBIL DALY CITY CA	\$	30.00
Department Store	Oct 7	Oct 7	MACYS SALINAS SALINAS CA	\$	127.59
Fees			TOTAL FEES FOR THIS PERIOD	\$	0.00
Interest Charged			TOTAL INTEREST FOR THIS PERIOD	\$	0.00

2018 Totals Year-to-Date

TOTAL FEES CHARGED IN 2018	\$	45.03
TOTAL INTEREST CHARGED IN 2018	\$	70.79

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Current Billing Period: 30 days

TYPE OF BALANCE	ANNUAL PERCENTAGE RATE (APR)*	PROMO APR EXPIRATION DATE**	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	24.99% V	N/A	\$0.00	\$0.00
Cash Advances	26.99% V	N/A	\$0.00	\$0.00
Balance Transfers	0.00%	03/25/19	\$0.00	\$0.00

V=Variable Rate

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Payments. You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date. Send only your allowable form of payment ("Payment") and the bottom portion of this statement in the envelope provided, after affixing postage. Payments sent without proper postage will be returned to the sender. If you pay by check, you authorize us to use information on your check to make an electronic fund transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. If a Payment is processed as an electronic fund transfer, the transfer will be for the amount of the check, funds may be withdrawn from your account as soon as the same day we receive your check, and you will not receive your check back.

Please do not send cash. Sending cash is not allowed. The processing of your allowable form of Payment may be delayed if you send cash or correspondence with your Payments, if you send the Payment to any other address, or if you use an envelope other than the one provided. Payments received at our processing facility by 5PM local time on any day will be credited to your Account as of that day. Payments received at our processing facility after 5PM local time will be credited to your Account as of the next day. If you have misplaced your envelope, send your Payment to Discover, PO Box 6103, Carol Stream, IL 60197-6103. Please allow 7-10 days for delivery. If your Payment is returned unpaid, we reserve the right to resubmit it as an electronic debit. Payments made online or by phone will be credited as of the day of receipt if made by Midnight ET on the Payment Due Date or 5PM ET on any other day.

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If you enroll by phone in our automatic payment service, please fill-in the following blanks below and retain the authorization for your records.

Amount: ☐ Full Pay ☐ Min Pay ☐ Min Pay+ \$ _____;

☐ Other Amount\$ _____; Bank Routing #: _____;

Bank Account # _____;

Monthly on the ☐ Payment Due Date

☐ _____ Day of month (insert date)

Credit Reporting. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We normally report the status and payment history of your Account to credit reporting agencies each month. If you believe that our report is inaccurate or incomplete, please write us at this address: Discover, PO Box 15316, Wilmington, DE 19850-5316. Please include your name, address, home telephone number and Account number.

Paying Interest. Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers as of the later of the Transaction Date or the first day of the billing period in which the transaction posted to your Account.

How We Calculate Interest Charges. We Use the Daily Balance Method (including current transactions) to calculate the Balance Subject to Interest Rate. For more information, please call us at 1-800-347-3085.

Balance Subject to Interest Rate. Your statement shows a Balance Subject to Interest Rate. It shows this for each transaction category. The Balance Subject to Interest Rate is the average of the daily balances during the billing period.

Credit Balances. If your Account has a credit balance, the amount is shown on the front of your billing statement. A credit balance is money that is owed to you. You may make charges against this amount if your Account is open. We will send you a refund of any remaining balance of \$1.00 or more after 6 months, or as otherwise required by applicable law, or upon request made to the address in the Contact Us section on page 3 of your billing statement.

Balance Transfers. Balance Transfers are offered at our discretion and accrue interest at the standard purchase rate unless we tell you otherwise.

Discover may monitor and/or record telephone calls between you and Discover representatives for quality assurance purposes.

The Discover® card is issued by Discover Bank, Member FDIC. D1123-26.0218

CHANGE OF ADDRESS

If correct on front, do not use. Please print clearly in blue or black ink, in the space provided.

Street Address

Home Phone

City

Work Phone

Email

State, Zip

To make changes to your address, email or telephone number, visit Discover.com

Continued on next page



Discover it® Card

Account number ending in 0973

Open Date: Sep 26, 2018- Close Date: Oct 25, 2018

Cardmember Since 2017

Page 1 of 6

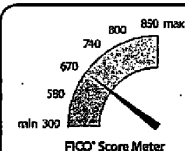
ACCOUNT SUMMARY

Previous Balance		\$2,072.27
Payments and Credits	-	\$2,379.86
Purchases	+	\$307.59
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Fees Charged	+	\$0.00
Interest Charged	+	\$0.00
New Balance		\$0.00

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	\$6,100
Credit Line Available	\$6,100
Cash Advance Credit Line	\$2,800
Cash Advance Credit Line Available	\$2,800

You may be able to avoid interest on Purchases. See reverse for details.



FICO
673

Your FICO® Credit Score on 10/19/18

Track recent scores on the FICO page in this statement

PAYMENT INFORMATION

New Balance **\$0.00**

Minimum Payment Due \$0.00
Payment Due Date November 20, 2018

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

REWARDS

Cashback Bonus® Anniversary Month February

Opening Balance \$ 1.10
New Cashback Bonus This Period
Everywhere Else + \$ 3.08
Redeemed This Period - \$ 1.10

Cashback Bonus Balance **\$ 3.08**

To learn more, log in at Discover.com

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Make Check payable to Discover. Do Not Send Cash.

Please fold on the perforation below, detach and return with your payment.

Payment Coupon

Please do not fold, clip or staple.



Pay Online
Discover.com



Pay by Phone
1-800-347-3085

BETTY L MESI
738 COLTON DR
SALINAS CA 93907-1904



Account number ending in	0973
Minimum Payment Due	\$0.00
New Balance	\$0.00
Payment Due Date	November 20, 2018
Amount enclosed	\$

PO BOX 51908
LOS ANGELES, CA 90051-6208

Phone and Internet payments must be received before midnight ET on your due date to be credited as of the same day.
Address, e-mail or telephone changed? Note changes on reverse side.

000001986452454279646000000001678760000000

EXHIBIT “F”



Eric >

Thu, Jan 17, 10:49 PM

My mother said if you
come she leaves and
will not help pay
anything.

My mom tried to say I
needed her to qualify
and I pushed her into
buying this place. I
said not true and if you
keep saying that I'm
going to get pissed off

You are lying and
causing a problem with
me right now! You



iMessage





Eric >

Don't even think of giving her anything!

I'm not giving her anything. She's trying to say I owed 3/4th the discover bill I said half that's it. I said \$2,000 cap \$2,500

Why she's been mad

Where are all of those receipts?

She's hiding something



iMessage





Eric >

Russ thinks it was the FBI

He does not know though

Russell said it was a black SUV

I never recorded the lis pendens so no harm was done to the judge. The judge fears the fact I know where he lives. But then again it's public record



iMessage



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Vanessa Battaglia 260 E. Mission Street San Jose, CA 95112 TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Pro Se		FOR COURT USE ONLY FILED 2019 MAY 22 P 2 37 CLERK OF THE COURT SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CLARA J. FLORES
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 201 North First Street MAILING ADDRESS: 201 North First Street CITY AND ZIP CODE: San Jose, 95111 BRANCH NAME:		CASE NUMBER: 19FL000267
PLAINTIFF/PETITIONER: Vanessa Battaglia DEFENDANT/RESPONDENT: Eric Mesi		
DECLARATION		

On May 6, 2019, Eric Mesi filed a DV-120 Response to Request to Detract a Domestic Violence Restraining Order.

After reviewing Eric's filing, is the reason I am requesting the Courts grant a Permanent Restraining Order over the (TRO) Temporary Restraining Order. I will not entertain Eric's mental illness behavior, which he refuses to acknowledge and treat, due to his poor insight. Eric has been seen by Psychiatrist, Dr. Ying Zhang, for his bipolar disorder, which he refused to take medication and Eric said, "she's the crazy one not me." His mental illness manifests in ways that he believes people and entities such as the Government, FBI, Attorneys and Courts, are out to sabotage him. Due to his delusions of paranoia, he often confuses reality from fantasy, which is a result of his long and convoluted filing.

Eric has created several social media accounts, which he has super imposed his image and portrays many different personalities with delusions of grandeur. Eric believes he is an attorney and know's more than attorneys and judges, he told my bankruptcy and other attorneys, on more than one occasion they are "ignorant and know nothing" and that he knows more than they do, see (Exhibit A)

Since I was married to Eric, he had accessibility to mine and my son's personal information, his unstable state of mind makes him a threat to our character, our financials and our personal identifiable information, that he uses to his advantage, see (Exhibit B). Him living in his delusions often makes him become defensive, and leads him to spiral out of control, which could be detrimental to those who cross paths with him. In his delusions he files numerous lawsuits, for example: he has filed several complaints and lawsuits against banks and attorneys, blaming them for his fathers heart attack and death, due to the foreclosure on his property. These complaints have been denied numerous times by the courts, and he continually files the same complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 05/22/2019

Vanessa Battaglia

(TYPE OR PRINT NAME)

Vanessa Battaglia
(SIGNATURE OF DECLARANT)

☐ Attorney for ☐ Plaintiff ☒ Petitioner ☐ Defendant
☐ Respondent ☐ Other (Specify):

SHORT TITLE:
Vanessa Battaglia vs. Eric Mesi

CASE NUMBER:
19FL000267

1 He actually filed a complaint with he FBI, against a Federal Judge, of allegations of misconduct and
2 Criminal behavior by alleging the Judge was bias an did not read his exhibits. IF Eric feels he isn't being
3 heard, he will be persistent in harassing the court system by filing repetitive complaints. Many of the
4 attorneys involved with lawsuits with Eric, have specified that Eric's filings are vexatious, see (Exhibit C)

5 I am aware Eric owns two guns. I am also aware one gun is registered and one is not. He has made
6 numerous threats to people referencing his guns, for example: the parking abatement officer was placing a
7 warning notice on Eric's Truck, Eric approached the officer and started yelling at him, "what the hell do
8 you think your doing?" The officer said, "I am just doing my job," Eric then said to the officer, "I'm going
9 to get my gun, and I'll show you!" Another Example: Eric threatened the attorneys that were representing
10 the banks of the foreclosure of his property in Sparks, Nevada by saying he would shoot them if they came
11 to his property. The company Safeguard and Shellpoint came and drilled the locks on the doors, during the
12 litigation for the foreclosure of the property, he threatened he would kill them, if they entered his property.
13 Eric still has the non-registered gun in his possession, I believe in Eric's delusion, he could have concocted
14 that the gun was stolen, when in actuality it wasn't. (See Exhibit D).

15 When I recall the evil look in Eric's eyes the time he pulled the car over and he placed his hands over my
16 over my mouth and nose to where I couldn't breathe, as he screamed at me, if I didn't shut up he would shut
17 me up, he then kick me out of the car on the highway, I was terrified. Eric has made many threats to people
18 I fear for my family and my safety. Eric's unstableness causes delusions and thoughts that could lead him to
19 react, which could be harmful to my family and myself. I have been told by my doctors, that my long term
20 exposure to Eric's mental instability has caused great harm to my physical, emotional and mental health.

21 I have been aware that Eric, has filed for a divorce in Las Vegas, NV, on March 23, 2019, case number
22 D-19-585846-D, although I have not been properly served. Eric has fabricated and filed several falsified
23 fraudulent documents, which include 3 divorce decrees, two defaults and judgements, that have been stricken
24 by the NV courts, because the court did not grant them. Eric tried to serve my BK attorney, she sent the
25 enclosed letter to Eric, the Sheriff and the court in NV, that she does not represent me in this capacity

26 (Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, not line
numbers):

27 This page may be used with any Judicial Council form or any other paper filed with the court.

Page 2

SHORT TITLE: — Vanessa Battaglia vs. Eric Mesi	CASE NUMBER: 19FL000267
---	----------------------------

1 and is not accepting service. Then Eric sent my bankruptcy attorney this email, scolding her, for not a
 2 accepting service, see (Exhibit E).

3
 4 I pray that the court's take Eric's mental illness seriously and Grant the Permanent Restraining Order,
 5 as I am in fear of my safety, due to his unstableness.

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 25
 26 (Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, not line
 numbers):

27 This page may be used with any Judicial Council form or any other paper filed with the court.

Page 3

Exhibit A

linkedin.com



Linked in

Sign in

Join now

**Eric Mesi**

Securitization

Sparks, Nevada

Law Practice • 128

View Eric Mesi's full profile. It's free!

Your colleagues, classmates, and 500 million other professionals are on LinkedIn.

Join LinkedIn**in**

Discover more insights about Eric

Continue

Linked in

Sign in

Join now

Experience



Legal

retired

March 2009 – Present • 10 years 3 months

Education



Ohlone College

Electronic Design, Electrical and Electronics
Engineering

Activities and Societies: Designing print boards
and wireless signal

Skills & Endorsements

Join LinkedIn to see Eric's skills, endorsements,
and full profile

Languages

Sicilian



in

Discover more insights about Eric

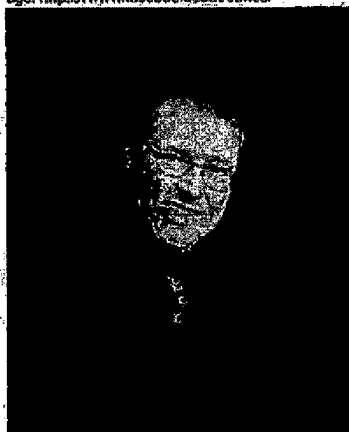
Continue

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Make Revenue Now! Just add to your AXJ website.

Tuesday, May 21, 2019 1:51:41 PM

ANNOUNCEMENT: Mr. Eric Mesli has accepted the position of President of Americans Against Foreclosures (AAF) and will Lobby in Congress representing millions of homeowners who have lost their homes in unlawful foreclosures across the United States. Eric Mesli can be contacted on his Facebook Page: <https://www.facebook.com/etmesli>



WARNING: This website is for homeowners across the United States that are losing or have lost their homes in unlawful foreclosures.

We are asking for a \$10.00 annual fee to grow this website and pay for the servers. Please donate now. paypal us on email: eev@pacbell.net

MARCH ON WASHINGTON, DC

AMERICANS AGAINST FORECLOSURES (AAF)

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Wm. T. Schuchman
ATTORNEY AT LAW
10000 W. 10th Ave., Suite 100
Denver, CO 80202
Tel: 303-733-1111

LEADERSHIP - demands on leadership skills
LEADERSHIP - demands on leadership skills

1054

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the most important factor in the success of the program is the quality of the data.

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Journal of Internal Medicine 255: 105–112

Americans Against Foreclosures

Be the first of your friends to like us

Americans Against Foreclosures

Monday

John Harlin
Lance Lovell - yesterday
at 10:23 AM · **Sabb**

There's **FIRST** one for EVERYTHING... Get ready, folks...

Tweet by @EXXRESS®

44-38861-1000

AXLEUPPE: WE'RE
GROWING AND NEED YOUR
HELP! book.com/AXLEUPP

May 2019

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FACEBOOK. FASCINATING
ADVENTURES. JOIN US!
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351671

May 20, 2015.

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May 16, 2018

the USA to request the arrest of all the authors of the criminal acts of Counterfeiting, Fraud, Robo-signing, Forgery, Racketeering, etc. upon the American People by creating and recording these documents on public land records.

In fact one of the largest companies that provided home foreclosure services to lenders across the nation, DocX, has been indicted on forgery charges by a Missouri grand jury — one of the few criminal actions to follow reports of widespread improprieties against homeowners. * Source: <http://www.nytimes.com/2012/02/07/business/docx-faces-foreclosure-fraud-charges-in-missouri.html>

If you were promised a home loan modification by your Bank and they strung you along for years only to end up foreclosing on your home anyway, we want to hear about it now. Just email our legal team at: aafhelpus@groups.facebook.com or americanforeclosures@yahoo.com and follow us now on Facebook:

<https://www.facebook.com/groups/126549077390069>
or our group:
<https://www.facebook.com/groups/aafhelpus/> and on Twitter: <https://twitter.com/AAFNOW>

Need a logo or T-Shirt? Contact Martin (<https://www.facebook.com/martin.marks.908>)

FILES

<https://www.facebook.com/groups/aafhelpus/files/>

CASE STUDIES

CALIFORNIA

California Civil Code Section 2932.5 : Where a power, to sell real property is given to a mortgagee, or other encumbrancer, in an instrument intended to secure the payment of money, the power is part of the security and vests in any person who by assignment becomes entitled to payment of the money secured by the instrument. The power of sale may be exercised by the assignee *if the assignment is duly acknowledged and recorded.* (<http://law.onecle.com/california/civil/2932.5.html>)

ALABAMA PATTERSON v. GMAC MORTGAGE, LLC

Alabama Court of Civil Appeals

Decided January 20, 2012.

On appeal, the Patterson's assert, among other things, that the trial court erred in determining that the foreclosure was valid. While the Patterson's' appeal was pending, this court delivered its decision in *Sturdivant v. BAC Home Loans, LP* [Ms. 2100245, Dec. 16, 2011] ___ So. 3d ___ (Ala. Civ. App. 2011).

In *Sturdivant*, BANK OF AMERICA - BAC Home Loans, LP ("BAC"), initiated foreclosure proceedings on the mortgage encumbering Bessie T. Sturdivant's house before the mortgage had been assigned to BAC.

BAC then held a foreclosure sale at which it purchased Sturdivant's house, and the auctioneer executed a foreclosure deed purporting to convey title to Sturdivant's house to BAC.

BAC was assigned the mortgage the same day as the foreclosure sale.

Thereafter, BAC brought an ejectment action against Sturdivant, claiming that it owned title to her house by virtue of the foreclosure deed. After the trial court entered a summary judgment in favor of BAC, Sturdivant appealed to the supreme court, which transferred her appeal to this court.

We held that BAC lacked authority to foreclose the mortgage because it had not been assigned the mortgage before it initiated foreclosure proceedings and that, therefore, the foreclosure and the foreclosure deed were invalid.

We further held that, because the foreclosure and the foreclosure deed were invalid, BAC did not acquire legal title to Sturdivant's house through the foreclosure deed and thus BAC did not own an interest in the house when it commenced its

proceedings and that, therefore, the foreclosure and the foreclosure deed were invalid.

We further held that, because the foreclosure and the foreclosure deed were invalid, BAC did not acquire legal title to Sturtevant's house through the foreclosure deed and thus BAC did not own an interest in the house when it commenced its ejectment action.

We further held that, because BAC did not own any interest in Sturtevant's house when it commenced its ejectment action, BAC did not have standing to bring that action and, consequently, the trial court never acquired subject-matter jurisdiction over the ejectment action.

Because BAC did not have standing to bring its ejectment action and the trial court never acquired jurisdiction over the ejectment action, we held that the judgment of the trial court was void, and we vacated that judgment.

Moreover, because a void judgment will not support an appeal, we dismissed the appeal.

In the case now before us, GMAC Mortgage, like BAC in Sturdivant, had not been assigned the mortgage before it initiated foreclosure proceedings.

Consequently, under our holding in Sturdivant, GMAC Mortgage lacked authority to foreclose the mortgage when it initiated the foreclosure proceedings, and, therefore, the foreclosure and the foreclosure deed upon which GMAC based its ejectment claim are invalid. Moreover, under our holding in Sturdivant, because GMAC Mortgage did not own any interest in the house, it lacked standing to bring its ejectment action against the Patterson's.

Because GMAC Mortgage lacked standing to bring the ejectment action, the trial court never acquired subject-matter jurisdiction over the ejectment action.

Accordingly, the judgment of the trial court is void and is hereby vacated. Moreover, because a void judgment will not support an appeal, we dismiss this appeal. *Id.*

JUDGMENT VACATED; APPEAL DISMISSED.

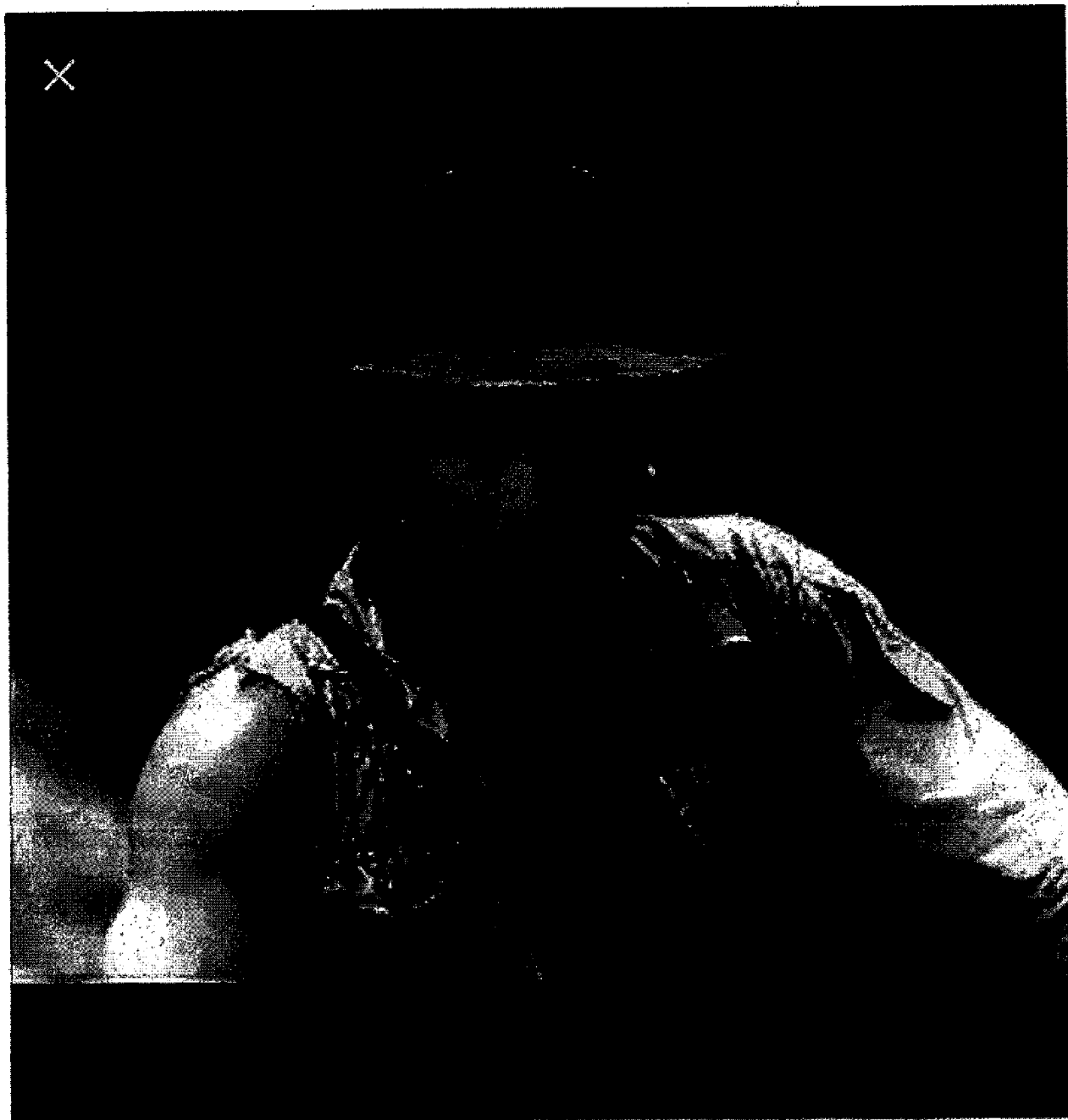
Pittman, Thomas, and Moore, JJ., concur.
Thompson, P.J., concurs in the result, with writing.
Bryan, J., dissents, with writing.
THOMPSON, Presiding Judge, concurring in the result.

000523935

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eric mesi



Eric Mesi - YouTube

Exhibit B



Vanessa M. Battaglia,
6865 Quantum Ct
Sparks, NV 89436-7167

May 6, 2019

RE: Account Withdrawals

Dear Ms. Battaglia,

Please accept this letter as verification of the following transaction being debited from your checking account with PremierOne Credit Union ending ***570. Each of the following transactions is debited with the ACH name of Eric Mesi.

- February 5, 2019 / \$10.00 / ATT Payment
- February 5, 2019 / \$70.00 / ATT Payment
- February 13, 2019 / \$365.00 / HMFUSA.COM

The following transaction was debited from your checking account with PremierOne Credit Union ending ***570. This transaction is debited in the ACH name of Eric Mesi and Vanessa.

- February 14, 2019 \$140.05 / ALLSTATE

As a reminder only the following individuals were authorized for transactions at the time of the debits; Russell J. Battaglia IV and Vanessa Battaglia.

Please reach out to us at 408-524-4500 should you have any questions.

Thank you,

Monique Easley
Branch Manager, Almaden Branch
PremierOne Credit Union
P. 408-524-4500
W. www.premieronecu.org



PremierOne

Credit Union

funds from my sons teen account to pay his bills which Eric is not on account & made my sons account reg. #168. & all closed account out this is the undischarged he does.

ACH Dispute Form

Account/Transaction Information

Name VANESSA BATTAGLIA Account Number 401570

Party Debting the Account VARIOUS MERCHANTS

Amount(s): SEE ATTACHED Date Debit Posted to Account: _____

Statement

I (the undersigned) hereby attest that (1) I have reviewed the circumstances of the above electronic (ACH) debit to my account, (2) the debit was not authorized, and (3) the following, to the best of my ability to identify, is the reason for that conclusion:

- ☒ I did not authorize the party listed above to debit my account. (R10)
- ☐ I revoked the recurring payment authorization I had given to the party to debit my account before the debit was initiated. Can include pre-authorized payments or deposits (PPD), International ACH transactions (IAT) or recurring Internet-authorized entries (WEB). (R07)
- ☐ I wish to stop any future debits connected with this revoked authorization.
- ☐ My account was debited before the date I authorized. (R10)
- ☐ My account was debited for an amount different from what I authorized. (R10)
- ☐ My check was improperly processed electronically.
- ☐ My account was debited but my correspondent payment transaction was not completed by the service provider.
- ☐ Other (specify) _____

Signature

I am an authorized signer, or otherwise have authority to act, on the account identified in this statement. I attest that the debit above was not originated with fraudulent intent by me or any person acting in concert with me. I have read this statement in its entirety and attest that the information provided on this statement is true and correct.

X _____ Date _____

Member Signature

Date

*Note: Request made orally (by telephone) will not be binding by PremierOne Credit Union beyond 14 days from the date of the request, until this form is confirmed in writing by the member within the 14 day period.

Credit Union Use Only

Date Requested by Member:

Action Taken:

Requested By: ☐ Phone ☐ In-Person ☐ Fax ☐ Email

Processed By (initials):

Account History Summary [\[Printer Friendly Version\]](#)

Account History Summary [Printer Friendly Version]
 Membership #: 401570 Account #: 2 SDC #: 40157 Plastic Card #: 4431140030445889 4431140030391547 4431140030378542
 4431140030271432

410

Ach dispute for 401570

Account History Summary (Printer Friendly Version)

Membership #: 401570 Account #: 2 SOC #: 40157 Plastic Card #: 4431340039445889 443134003931247 4431340039378542
4431340039277432

Posted	Receipt/Card#	Operator/Drawer	Description	Total Amount	Proc Group	Holds	Available	Balance
02/19/2019 00:00:00		6051/	MISCELLANEOUS DEBIT ON-SHARE DRAFT/ACH DEBIT CARD NSF FEE BNC NPUSA 02/19/2019 00:00:00	\$29.00	7778	0.00/00		-\$680.38
02/14/2019 00:00:00		6051/	MISCELLANEOUS DEBIT CC-COURTESY COVERAGE FEE	\$79.00	2521	0.00/00		-\$651.38
02/14/2019 00:00:00		6051/	ELECTRONIC WITHDRAWAL ALLSTATE RENTALS/INS PNT PEROLD ERIC WEST AND VANESSA	\$180.35	2521	0.00/00		-\$612.37
02/13/2019 00:00:00		6051/	MISCELLANEOUS DEBIT CC-COURTESY COVERAGE FEE	\$29.00	7778	0.00/00		-\$492.37
02/13/2019 00:00:00		6051/	ELECTRONIC WITHDRAWAL BNC NPUSA 02/13/2019 00:00:00	\$185.00	7778	0.00/00		-\$453.37
02/05/2019 00:00:00		6051/	MISCELLANEOUS DEBIT CC-COURTESY COVERAGE FEE	\$29.00	7778	0.00/00		-\$424.37
02/05/2019 00:00:00		6051/	ELECTRONIC WITHDRAWAL ATT Payment 02/05/19 00:00:00	\$78.00	7778	0.00/00		-\$346.37
02/05/2019 00:00:00		6051/	ELECTRONIC WITHDRAWAL ATT Payment 02/05/19 00:00:00	\$110.00	7778	0.00/00		-\$236.37

Exhibit C

Party Search Results

Search Criteria: Party Search; Last Name: Mesi; First Name: Eric

Result Count: 25 (1 page)

Current Page: 1

Party Name	Case Number	Case Title	Court	Date Filed	Date Closed
Mesi, Eric	0:2016cv15593	Eric Mesi, et al v. U.S. Bank National Association, et al	U.S. Court Of Appeals, Ninth Circuit	04/05/2016	05/19/201
Mesi, Eric	0:2016cv15763	Eric Mesi, et al v. U.S. Bank National Association	U.S. Court Of Appeals, Ninth Circuit	04/26/2016	10/03/201
Mesi, Eric	0:2018cv15766	Betty Mesi, et al v. Select Portfolio Servicing, et al	U.S. Court Of Appeals, Ninth Circuit	04/30/2018	12/21/201
Mesi, Eric (pla)	2:2009md02119	IN RE: Mortgage Electronic Registration Systems (MERS) Litigation	Arizona District Court	12/07/2009	10/26/201
Mesi, Eric (pla)	2:2010cv00218	Mesi et al v. Washington Mutual Bank FA et al	Arizona District Court	02/03/2010	05/25/201
Mesi, Eric (pla)	2:2009cv04060	Eric Mesi v. American Express Bank et al	California Central District Court	06/08/2009	03/31/201
Mesi, Eric (pla)	3:2008cv00500	Treva J. Hearne v. Countrywide Home Loans, Inc., et al.	Judicial Panel On Multidistrict Litigati	01/08/2010	
Mesi, Eric (pla)	3:2009cv00582	Fred Mesi, et al. v. Washington Mutual F.A., et al.	Judicial Panel On Multidistrict Litigati	01/08/2010	
Mesi, Eric (pla)	3:2014cv00350	Mesi v. State of Nevada Foreclosure Mediation Program	Nevada District Court	07/07/2014	10/01/201
Mesi, Eric (pla)	3:2015cv00508	Mesi v. National Default Servicing Corporation	Nevada District Court	10/06/2015	08/30/201
Mesi, Eric (pla)	3:2015cv00555	Mesi et al v. U.S. Bank National Association et al	Nevada District Court	11/13/2015	07/27/201
Mesi, Eric (pla)	3:2016cv00048	Mesi et al v. US Bank National Association	Nevada District Court	02/01/2016	04/20/201
Mesi, Eric (pla)	3:2016cv00065	Mesi et al v. Select Portfolio Servicing et al	Nevada District Court	02/10/2016	04/16/201
Mesi, Eric (dft)	3:2016cv00220	PennyMac Loan Services, LLC v. Mesi	Nevada District Court	04/21/2016	06/29/201
Mesi, Eric (pla)	3:2008cv00486	Mesi et al v. Washington Mutual Bank et al	Nevada District Court	09/08/2008	09/23/201
Mesi, Eric (pla)	3:2008cv00500	Hearne v. Countrywide Home Loans, Inc., et al	Nevada District Court	09/16/2008	09/29/201
Mesi, Eric (pla)	3:2008cv00621	Bill Adamson et al. Vs. USA	Nevada District Court	11/24/2008	04/12/201
Mesi, Eric (pla)	3:2009cv00582	Mesi et al v. WASHINGTON MUTUAL F.A. et al	Nevada District Court	10/01/2009	03/18/201
Mesi, Eric (pla)	3:2009cv00713	Kroshus et al v. United States of America, et al	Nevada District Court	12/07/2009	04/12/201
Mesi, Eric (pla)	3:2009cv00715	Adamson et al v. United States of America, Department of the Interior through its Bureau of Reclamation	Nevada District Court	12/07/2009	04/12/201
Mesi, Eric (dft)	2:2018cv01727	Reyes v. Flagg et al	Nevada District Court	09/07/2018	
MESI, ERIC T. (db)	3:2012bk51564	ERIC T. MESI and VANESSA M. MESI	Nevada Bankruptcy Court	07/03/2012	02/24/201
MESI, ERIC T. (dft)	3:2012ap05075	STAM and MESI	Nevada Bankruptcy Court	10/09/2012	02/24/201
MESI, ERIC T. (pla)	3:2015ap05039	MESI and PENNYMAC LLC	Nevada Bankruptcy Court	08/04/2015	12/09/201

1 ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
2 WILLIAM S. HABDAS, ESQ.
Nevada Bar No. 13138
3 AKERMAN LLP
1160 Town Center Drive, Suite 330
4 Las Vegas, Nevada 89144
Telephone: (702) 634-5000
5 Facsimile: (702) 380-8572
Email: ariel.stern@akerman.com
6 Email: william.habdas@akerman.com

7 *Attorneys for PennyMac Loan Services, LLC*

8
9 UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

10 PENNYMAC LOAN SERVICES, LLC,

11 Plaintiff,

12 v.

13 ERIC MESI, an individual,

14 Defendant.

Case No.: 3:16-cv-00220-RCJ-VPC

**OPPOSITION TO ERIC MESI'S
MOTION TO STRIKE REMAND
REQUEST TO STATE COURT AND
LEGAL FEES, ECF No. 7, and REPLY IN
SUPPORT OF MOTION TO REMAND,
ECF No. 5**

17 PennyMac Loan Services, LLC (**PennyMac**) files its response to Eric Mesi's "MOTION TO
18 STRIKE REMAND REQUEST TO STATE COURT AND LEGAL FEES." ECF No. 4.

19 Despite being titled a motion to strike, Eric's pleading seems to be a response to PennyMac's
20 motion to remand. The motion does not contain a legal standard for striking a pleading, nor, does its
21 substance argue to strike the pleading. Regardless of its intended purpose, the pleading fails to
22 address any of the points raised in PennyMac's motion to remand. The court should grant
23 PennyMac's motion to remand.

24 Eric claims that he was "very clear in his petition to Federal Court with several Federal issues
25 in question." ECF No. 7, pp. 2. As explained in the motion to remand, federal question jurisdiction
26 is based on the well-pleaded complaint rule, and cannot be based on counterclaims or defenses. *See*
27 *Mot. to Remand*, ECF No. 5, pp. 7. Eric fails to point to authority to demonstrate otherwise.

28

1 Eric claims he "filed the Petition before trial of the action in Federal District court within 30
2 days, after the date on which the defendant first became a party to the action under section 1369 in
3 the United States district court that arises from the same incident as the action in state court." ECF
4 No. 7, pp. 3. There are numerous problems with this statement. **First**, 28 USC § 1369 grants the
5 district court original jurisdiction where "at least 75 natural persons have died in the accident at a
6 discrete location." It is not clear why Eric cites to this statute. It has no application to this matter,
7 and certainly does not change the removal deadline. **Second**, it is unclear what Eric means by
8 "arises from the same incident as the action in state court." This is the very same case. Simply
9 improperly removing the case to federal court does not change the substance of the action.

10 Eric can continue to claim otherwise, but the record is clear that he was served with the
11 summons and complaint on September 17, 2015. ECF No. 5, Ex. B. A timely removal would have
12 been due no later than Monday, October 19, 2015. Eric did not remove until April 21, 2016—187
13 days late. Eric provides the court with no facts or law to support extending the removal deadline.

14 The remainder of Eric's motion consists of an incomprehensible series of allegations which
15 have no bearing on removal. This court should not allow Eric's vexatious behavior to continue. For
16 the reasons stated in PennyMac's motion to remand, this case should be remanded to state court.

17 DATED this 2nd day of June, 2016.

18 **AKERMAN LLP**

19 /s/ William S. Habdas, Esq.

20 ARIEL E. STERN, ESQ.

21 Nevada Bar No. 8276

22 WILLIAM S. HABDAS, ESQ.

23 Nevada Bar No. 13138

24 1160 Town Center Drive, Suite 330

25 Las Vegas, Nevada 89144

26 *Attorneys for PennyMac Loan Services, LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 2, 2016 and pursuant to FRCP 5, I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing, **OPPOSITION TO ERIC MESI'S MOTION TO STRIKE REMAND REQUEST TO STATE COURT AND LEGAL FEES, ECF No. 7, and REPLY IN SUPPORT OF MOTION TO REMAND, ECF No. 5.**, postage prepaid and addressed to:

Eric Mesi
6865 Quantum Court
Sparks, Nevada 89436
775-996-5638

Defendant pro se

/s/ Allen G. Stephens

An employee of AKERMAN LLP

AKERMAN LLP
1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 -- FAX: (702) 380-8572

Exhibit D

6:15

29%



Eric

+1 775-980-7638

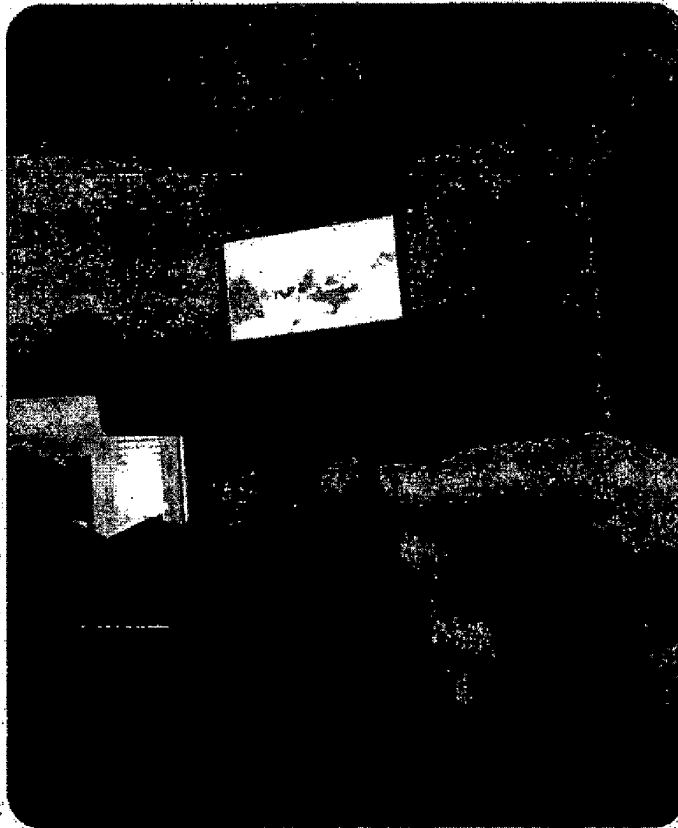


Thursday, March 2, 2017

11:10 AM

<https://youtu.be/UXLL3-QK9-g>

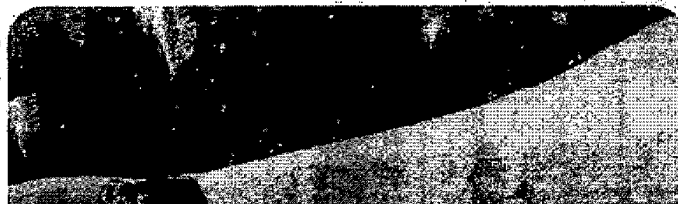
Monday, March 6, 2017



My cult rock island modified tackle trigger

MMS

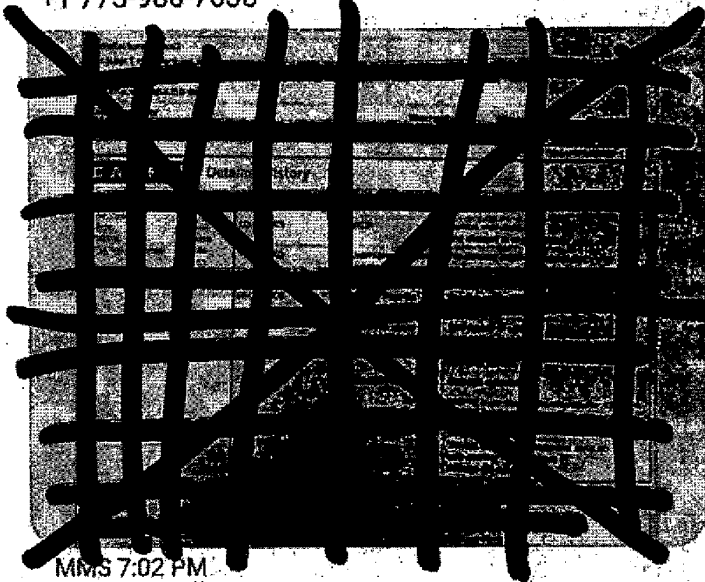
7:19 AM



Enter message



< Eric
+1 775-980-7638

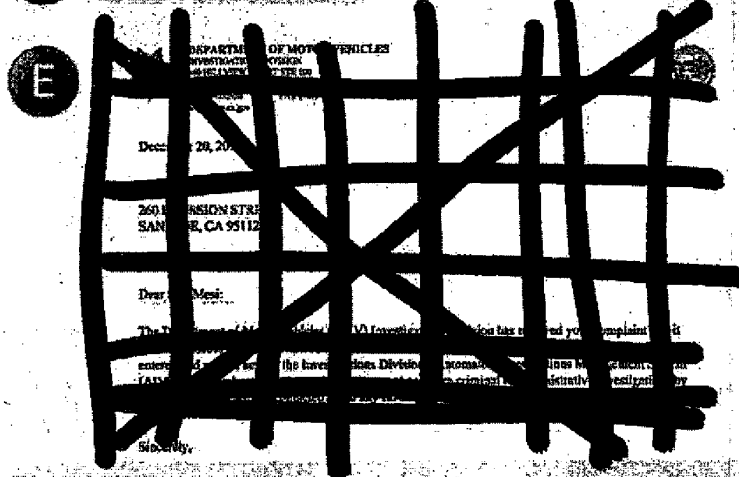


E I was told all bullets across the board needs background check 7:43 PM

E When I go to Nevada ill pickup a load of 45 bullets 8:00 PM

Thursday, December 22, 2016

E [Redacted] 8:46 PM



+ Enter message

No Service

8:22 AM

14%



Eric >

I found even these
can't find my
important gun

Why is the gun so
important to you?

You said you reported
it stolen to the police.

Because I paid over
\$500 for it, plus I want
to practice more

Practice for what?

I had to who ever took
it can shoot kill



Text Message



3/13/2017

Print Report - NvRenoPd



Your Police, Our Community

**This incident has been reported to the
Reno Police Department
and is pending approval**

**Reno Police Department
455 E. 2nd Street
Reno, NV 89502
775-334-2550**

General Information

Incident Type
Tracking Number
Original Report Number
Report Date

Supplemental Report
T17002563
T17002506
03/13/2017 12:39 PM

Incident Information

Incident Location

2500 E 2ND Street, RENO, NV

Narrative

Incident Description

Name: Eric Mesi
Phone #: 775-980-7638

Supplemental Information: I noticed the loss on the 3/7/2017 but the theft occurred on 3/6/2017.

Print This Report

3/11/2017

Print Report - NvRenoPd

Type	Computer and Electronics
Brand	Nexus 7 Pad
Model	Nexus 7
Color	Black
How Many	1
Market Value (\$)	400
Property Description	Google Nexus 7 Pad

Narrative

Incident Description

I noted when I went to my truck, the camper shell lock was broken. Then noted the missing items listed. My Gun was brand new and all the rack equipment missing.

[Print This Report](#)

3/11/2017

Print Report - NvRenoPd



Your Police, Our Community

This incident has been reported to the
Reno Police Department
and is pending approval

Reno Police Department
455 E. 2nd Street
Reno, NV 89502
775-334-2550

General Information

Incident Type: Vehicle Burglary
Tracking Number: T17002506
Report Date: 03/11/2017 01:52 PM

Reporting Person Information

Name: Mesi, Eric
Home Address: 260 E Mission Street, San Jose, NV 95112, US
Phone: 775-980-7638
Email: eric.mesi@att.net
Race: White
Sex: Male
DOB: 09/04/1963

Incident Information

Incident Location: 2500 East 2ND Street, RENO, NV
Incident Time (start): 03/07/2017 01:30 PM
Incident Time (end): 03/07/2017 01:30 PM
Location Type: Casino
Theft Type: From Auto
Entry Location: Rear
Point of Entry: Door
Method of Entry: Lock Punch

Vehicle Information

No 1
Type: Auto
Make: GMC
Year: 1992
Color: Black
License Plate No: 014XHZ
Licensing State: NV
Vehicle Locked and Windows Closed?: Yes
Vehicle Description: 1992 GMC K1500 2 door with campershell and roof rack

Property Information

No 1
Type: Credit/Debit Card, Cash, Negotiable Documents
How Many: 500
Property Description: Took Cash

No 2

Type: Miscellaneous
Brand: Rock Island
Model: 45
Color: Black
How Many: 1

Market Value (\$): 1900

Property Description: Rock Island 45 gun tactical trigger 100 rounds, full roof rack 4 bar & tie down Eq

No 3

Exhibit E

10:03



clarkcountycourts.us

Eighth Judicial District C

Register / Sign In  ▼

Case Information

D-19-585846-D | Eric
Thomas Mesi, Plaintiff
vs. Vanessa Marie Mesi,
Defendant.

Case Number

D-19-585846-D

Court

Department G

Judicial Officer

Steel, Cynthia Dianne

10:03



clarkcountycourts.us

Register / Sign In

Judicial Officer

Steel, Cynthia Dianne

File Date

03/13/2019

Case Type

Divorce - Complaint

Case Status

Open

Party

Plaintiff

Mesi, Eric Thomas

10:03



Register / Sign In  ▼

Party

Plaintiff

Mesi, Eric Thomas

DOB

XX/XX/XXXX

Active Attorneys ▼

Pro Se

Defendant

Mesi, Vanessa Marie

Aliases

AKA Reynolds, Vanessa
Marie

DOB

XX/XX/XXXX

10:04



clarkcountycourts.us

Register / Sign In

Events and Hearings

03/13/2019

Application to
Proceed in Forma
Pauperis

03/13/2019 Order to
Proceed In Forma
Pauperis

03/13/2019
Complaint for
Divorce ▼

Comment

Complaint for

10:04



Register / Sign In  ▼

Divorce ▼

Comment

Complaint for
Divorce (No
Children)

03/13/2019

Summons Issued

03/13/2019 Request
for Issuance of Joint
Preliminary
Injunction

03/13/2019

Summons ▼

Unserved

10:04



Register / Sign In  ▼

03/13/2019

Summons ▼

Unserved

03/14/2019 Notice of

Department

Reassignment ▼

Comment

Notice of

Department

Reassignment

03/27/2019 Proof of

Service by Mail ▼

Comment

Defendants Proof

10:05



Register / Sign In  ▼


Comment

Defendants Proof
of Service to
Council

04/10/2019 Proof of
Personal Service of
Summons and
Complaint ▼

Comment

Proof of Service
by Sheriff in Reno
NV Washoe
County

04/16/2019
Declaration of
Service ▼

10:05



Register / Sign In  ▼

Declaration of
Service ▼

Comment

Declaration of
Service

04/22/2019 Default
Judgment ▼

Comment

MOTION
DECLARATION
FOR
JUDGEMENT BY
DEFAULT AND
CONTEMPT OF
COURT

Eighth Judicial District Court

Register / Sign In  ▼

04/22/2019 Default
Judgment ▼

Comment

MOTION
DECLARATION
FOR
JUDGEMENT BY
DEFAULT AND
CONTEMPT OF
COURT

04/29/2019 Stricken
Document ▼

Comment

***STRICKEN
PER MINUTE
ORDER OF
5/1/2019***

05/01/2019 Minute
Order ▼

Eighth Judicial District Court

Register / Sign In  ▼

05/01/2019 Minute
Order ▼

Judicial Officer
Bixler, James

Hearing Time
10:55 AM

Result
Minute Order - No
Hearing Held

05/05/2019 Stricken
Document ▼

Comment
***STRICKEN
PER MINUTE
ORDER OF
5/6/19***

05/06/2019 Minute
Order

10:08



Eighth Judicial District Court

Register / Sign In  ▼

05/06/2019 Minute
Order ▼

Judicial Officer
Forsberg, Rhonda K.

Hearing Time
3:25 PM

Result
Minute Order - No
Hearing Held

05/06/2019
Administrative
Reassignment -
Judicial Officer
Change ▼

Comment
From Judge
Cynthia Dianne
Steel to Judge

10:08



Eighth Judicial District Court

Register / Sign In  ▼

From Judge
Cynthia Dianne
Steel to Judge
Rhonda K.
Forsberg

05/16/2019 Order
Denying Request for
Hearing ▼

Comment
Motion for none
Hearing
REQUEST FOR
SUMMARY
DISPOSITION OF
DECREE (No
Children) Eric

05/17/2019
Declaration of
Default ▼

Comment

Eighth Judicial District Court

Register / Sign In  ▼

05/17/2019

Declaration of
Default ▼

Comment

MOTION
DECLARATION
FOR
JUDGEMENT BY
DEFAULT

05/17/2019 Afft
Support of Req for
Summary Dispo for
Decree of Divorce ▼

Comment

REQUEST FOR
SUMMARY
DISPOSITION OF
DECREE AND
AFFIDAVIT BY
ERIC THOMAS

MFST

Darby Law Practice, Ltd.
4777 Caughlin Parkway
Reno, Nevada 89519

775.322.1237
Fax: 775.996.2290

darbylawpractice.com



Kevin A. Darby, Esq.
kad@darbylawpractice.com

Tricia M. Darby, Esq.
tricia@darbylawpractice.com

April 8, 2019

Washoe County Sheriff's Office
911 Parr Blvd.
Reno, Nevada, 89512

Re: *Eric Thomas Mesi v. Vanessa Marie Mesi*
Case No: D-19-585846-D

Dear Sheriff's Office:

Darby Law Practice represents Vanessa Marie Mesi in a Chapter 13 bankruptcy proceeding.

On Wednesday, April 3, 2019, a Washoe County Sheriff Deputy attempted to serve Darby Law Practice with documents relating to a divorce proceeding involving Ms. Mesi and her estranged husband, Eric Thomas Mesi. Believing the documents were related to Ms. Mesi's bankruptcy proceeding, office staff signed to accept delivery of the document. As it turned out, the document Darby Law Practice received were not related to her bankruptcy, but rather the attached Complaint for Divorce filed by her pro per ex-husband.

Darby Law Practice does not have authority to accept service of process on behalf of Ms. Mesi in any pending divorce proceeding. Darby Law Practice does not, and will not, represent Ms. Mesi in the above referenced case. Therefore, the attempted service of the enclosed complaint is hereby rejected.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Tricia M. Darby, Esq.

From: ~~Vanessa Battaglia~~
[REDACTED]

Subject: Fwd: Divorce attached

Date: May 2, 2019 at 8:19:56 AM
[REDACTED]

Sent from my iPhone

Begin forwarded message:

From: <tricia@darbylawpractice.com>

Date: May 1, 2019 at 3:51:09 PM PDT
[REDACTED]

Subject: FW: Divorce attached

From: tricia@darbylawpractice.com

<tricia@darbylawpractice.com>

Sent: Wednesday, May 1, 2019 12:44 PM
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Subject: FW: Divorce attached

From: Eric Mesi <eric.mesi@att.net>

Sent: Wednesday, May 1, 2019 9:10 AM

To: tricia@darbylawpractice.com; Jill Goff
<jill@darbylawpractice.com>

Subject: Re: Divorce attached

Your office has a Legal obligation to notify your client as well as the US trustee. Your office is interfering with my due process as well as a sworn duty to notify your client. Your office is the "Attorney of Record" for the bankruptcy and at this time you are committing Willful Blindness NRS 179.11635. I made every attempt to be civil about contacting your office.

Willful blindness (sometimes called ignorance of law, willful ignorance or contrived ignorance or Nelsonian knowledge) is a term used in law to describe a situation in which a person seeks to avoid civil or criminal liability for a wrongful act by intentionally keeping himself or herself unaware of facts that would render him or her liable or implicated. In *United States v. Jewell*, the court held that proof of willful ignorance satisfied the requirement of knowledge as to criminal possession and importation of drugs.

Although the term was originally—and still is—used in legal contexts, the phrase "willful ignorance" has come to mean any situation in which people intentionally turn their attention away from an ethical problem that is believed to be important by those using the phrase (for instance, because the problem is too disturbing for people to

want it dominating their thoughts, or from the knowledge that solving the problem would require extensive effort).

Eric Mesi

On Monday, April 29, 2019, 12:04:54 PM CDT,
<tricia@darbylawpractice.com> wrote:

Darby Law Practice does not accept service.
You need to serve her directly with all papers.

From: Eric Mesi <eric.mesi@att.net>

Sent: Monday, April 29, 2019 9:36 AM
To: Jill Goff <jill@darbylawpractice.com>;
Tricia M. Darby
<tricia@darbylawpractice.com>
Subject: Divorce attached

Since your office was officially served I am
sending PDF files attached.

Your client will be mailed as well.

Sincerely,

| Eric Mesi

pdf

Hyun...e.pdf
151 KB

pdf

Vane...ill.pdf
237 KB

pdf

Docu...t.pdf
651 KB

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Vanessa Battaglia 260 E. Mission Street San Jose, CA 95112 TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		FOR COURT USE ONLY FILED 2019 MAY 24 A 11:02 CLERK OF THE COURT SUPERIOR COURT OF CA COUNTY OF SANTA CLARA BY <i>T. FLORES</i> DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 201 N. First Street MAILING ADDRESS: 201 N. First Street CITY AND ZIP CODE: San Jose, 95113 BRANCH NAME: _____		CASE NUMBER: 19FL000267 (If applicable, provide): HEARING DATE: May 30, 2019 HEARING TIME: 9:00 am DEPT.: 73	
PETITIONER/PLAINTIFF: Vanessa Battaglia RESPONDENT/DEFENDANT: Eric Mesi OTHER PARENT/PARTY: _____			
PROOF OF SERVICE BY MAIL			

NOTICE: To serve temporary restraining orders you must use personal service (see form FL-330).

1. I am at least 18 years of age, not a party to this action, and I am a resident of or employed in the county where the mailing took place.

2. My residence or business address is:

4304 Hampshire Place
San Jose, CA 95136

3. I served a copy of the following documents (specify):

Declaration to Temporary Restraining Order
and Exhibits A, B, C, D and E

by enclosing them in an envelope AND

- a. ☒ depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
 b. ☐ placing the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

4. The envelope was addressed and mailed as follows:

- a. Name of person served: **Eric Mesi**
 b. Address: **4500 Pencester Street**
 N. Las Vegas, NV 89115
 c. Date mailed: _____
 d. Place of mailing (city and state): **San Jose, CA**

5. ☐ I served a request to modify a child custody, visitation, or child support judgment or permanent order which included an address verification declaration. (Declaration Regarding Address Verification—Postjudgment Request to Modify a Child Custody, Visitation, or Child Support Order (form FL-334) may be used for this purpose.)

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

Date: **5/22/2019**

Mónica Cayton

(TYPE OR PRINT NAME)

Mónica Cayton
 (SIGNATURE OF PERSON COMPLETING THIS FORM)

EXHIBIT F

DV-116 Order on Request to Continue Hearing

Complete items ①, ②, and ③.

① **Protected Party:**
Vanessa Battaglia② **Restrained Party:**
Eric Mesj③ **Party Seeking Continuance**I am the ☒ Protected Party ☐ Restrained Party
Your Lawyer (if you have one for this case):

Name: _____ State Bar No.: _____

Firm Name: Self-represented

Your Address (If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.)

Address: 260 East Mission St.

City: San Jose State: CA Zip: 95112

Telephone: 408-265-3542 Fax: _____ E-Mail Address: _____

Clerk stamps date here when form is filed.

FILED

2019 APR 25 P 12:23

CLERK OF THE COURT
SUPERIOR COURT OF CA
COUNTY OF SANTA CLARA
BY: [Signature] DEPUTY

Fill in court name and street address:

Superior Court of California, County of
Santa Clara
201 N. First Street
191 N. First Street
San Jose, CA 95113
Family Justice Center Courthouse

Fill in case number:

Case Number:
19FL000267

The court will complete the rest of this form.

④ **Order on Request for Continuance**

a. The hearing in this matter is currently scheduled for (date): 4/25/2019

b. ☐ The request for a continuance is DENIED for the reasons set forth ☐ below ☐ on Attachment 4b.The hearing shall be held as currently scheduled above. The *Temporary Restraining Order* (Form DV-110) issued on (date): _____ remains in full force and effect until the hearing date.c. ☒ The request for a continuance is GRANTED as set forth below.⑤ **Order Granting Continuance and Notice of New Hearing**The court hearing on the *Request for Domestic Violence Restraining Order* (Form DV-100) is continued to the date, time, and location shown below:

New Hearing Date	Name and address of court if different from above:	
	Date: 5/30/2019 Time: 9:00 AM 201 North First Street	
	Dept.: 73	Room: San Jose, CA 95113
The extended <i>Temporary Restraining Order</i> (form DV-110) expires at the end of this hearing.		

This is a Court Order.

Case Number:
17CP000839

6 Reason for the Continuance

a. The continuance is needed because:

- (1) ☒ The person in (2) was not served before the current hearing date.
(2) ☐ The parties were referred to child custody mediation or child custody recommending counseling.
(3) ☐ The person in (2) asked for a first continuance of the hearing.
(4) ☐ The person in (3) asked for more time to hire a lawyer or prepare for the hearing or trial.
(5) ☐ Other good cause as stated ☐ below ☐ on Attachment 6a(5).

b. ☐ The court finds good cause and orders a continuance in its discretion.

7 Extension of Temporary Restraining Order

- a. ☐ No temporary restraining orders were issued in this case.
b. ☒ By granting the request to continue the hearing, the orders listed in *Temporary Restraining Order* (form DV-110), issued on (date): 1/25/2019, remain in effect until the end of the hearing in (5).
c. ☐ The Temporary Restraining Order is MODIFIED. A new *Temporary Restraining Order* (Form DV-110) is issued as of this date. The orders remain in effect until the end of the hearing in (5).
d. ☐ The Temporary Restraining Order is TERMINATED for the reasons stated ☐ below ☐ on Attachment 7d.

e. Other (specify): _____

Warning and Notice to the Party in (2)

If (7) b or c is checked, you must continue to obey the Temporary Restraining Order until it expires at the end of the hearing scheduled in (5).

8 ☒ Other Orders (specify):

The Court hereby permits service by first class mail sent on
the Respondent at his most current address.

☐ Additional orders are included at the end of this order on Attachment 8.

This is a Court Order.



9 Service of Order

- a. ☐ No further service of this order is required because both parties were present at the hearing when the new hearing date was ordered.
- b. ☐ The court granted the protected party's request to continue the hearing date. A copy of this order must be served on the restrained party at least _____ days before the hearing in (5).
- (1) ☐ All other documents requesting domestic violence restraining orders as shown in Form DV-109, *Notice of Court Hearing* (at item (5)) must also be personally served on the restrained party.
- (2) ☐ The *Temporary Restraining Order* (Form DV-110) has been modified and must be personally served on the restrained party.
- (3) ☐ A copy of the *Temporary Restraining Order* must NOT be served because the order was terminated in 7d.
- c. ☐ The court granted the restrained party's request to continue the hearing date. A copy of this order must be served on the protected party at least _____ days before the hearing in (5). A copy of the *Temporary Restraining Order* (Form DV-110) must be served if it was modified by the court in item (7).
- d. ☐ All documents must be personally served unless otherwise specified below.

e. ☒ Other (specify):

The Court granted the protected party's request to continue the hearing date.
A copy of this order must be served on the restrained party at least 5 days before the hearing in (5) by First class mail to Respondents most current address. All other documents requesting domestic violence restraining orders as shown in Form DV-109 must also be served on the Respondent by first class mail. 13f

10 No Fee to Serve

If the sheriff or marshal serves this order, he or she will do it for free.

11 CLETS Entry

If the hearing is continued, the court or its designee will transmit this form within one business day to law enforcement personnel for entry into the California Restraining and Protective Order System (CARPOS) via the California Law Enforcement Telecommunications System (CLETS).

Date: 4/25/2019

Judicial Officer



Request for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to www.courts.ca.gov/forms.htm for *Request for Accommodations by Persons With Disabilities and Response* (form MC-410). (Civ. Code, § 54.8.)

(Clerk will fill out this part.)

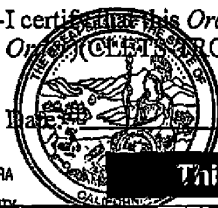
—Clerk's Certificate—

THE FOREGOING INSTRUMENT IS
A CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

[seal]

APR 25 2019

Clerk of the Court
SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CLARA



I certify that this Order On Request to Continue Hearing (Temporary Restraining Order) (CLETS-TRO) is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by _____, Deputy

This is a Court Order.

Revised July 1, 2016

CEB Essential
Forms

Order on Request to Continue Hearing
(Temporary Restraining Order) (CLETS-TRO)
(Domestic Violence Prevention)

DV-116, Page 3 of 3

DV-110**Temporary Restraining Order**

Clerk stamps date here when form is filed.

Filed
January 25, 2019
Clerk of the Court
Superior Court of CA
County of Santa Clara
19FL000267
By: echeng

Person in ① must complete items ①, ②, and ③ only.

① Name of Protected Person:

Vanessa Battaglia

Your lawyer in this case (if you have one):

Name: Self Represented State Bar No.: _____Firm Name: Self Represented

Address (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):

Address: 260 E. Mission St.City: San Jose State: CA Zip: 95112Telephone: 408 409-0693 Fax: _____

E-mail Address: _____

Fill in court name and street address:

Superior Court of California, County of

SUPERIOR COURT OF SANTA CLARA COUNTY

FAMILY JUSTICE-CENTER COURTHOUSE

Street address: 201 N. First StreetMailing address: 191 N. First Street

San Jose, CA 95113

Court fills in case number when form is filed.

Case Number:

19FL000267**② Name of Restrained Person:**

Eric Mesi

Description of restrained person:

Sex: ☒ M ☐ F Height: 6'3 Weight: 330 Hair Color: Brown Eye Color: Brown
Race: White Age: 55 Date of Birth: 9/4/1963
Address (if known): 4500 Pencesfer St.
City: North Las Vegas State: NV Zip: 89115
Relationship to protected person: Spouse

③ ☒ Additional Protected Persons

In addition to the person named in ①, the following persons are protected by temporary orders as indicated in items ⑥ and ⑦ (family or household members):

Full name	Relationship to person in ①	Sex	Age
<u>Russell Battaglia IV</u>	<u>Son</u>	<u>M</u>	<u>21</u>
<u>Penia Battaglia</u>	<u>Daughter</u>	<u>F</u>	<u>28</u>
<u>Maria Elena</u>	<u>Mother</u>	<u>F</u>	<u>63</u>

☒ Check here if there are additional protected persons. List them on an attached sheet of paper and write, "DV-110, Additional Protected Persons" as a title.

The court will complete the rest of this form.

④ Court Hearing

The temporary orders which are granted and attached remain in full force and effect while you are in court until your hearing is finished

This order expires at the end of the hearing stated below:

Hearing Date: 2/11/19 Time: 1:30 p.m. ☐ a.m. ☐ p.m.

This is a Court Order.

Case Number:

19F1000267

⑤ ☐ **Criminal Protective Order**

- a. ☐ A criminal protective order on form CR-160, *Criminal Protective Order—Domestic Violence*, is in effect.
Case Number: _____ County: _____ Expiration Date: _____
- b. ☐ No information has been provided to the judge about a criminal protective order.

To the person in ②

The court has granted the temporary orders checked below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

Signed: 1/25/2019 08:44 AM

⑥ **Personal Conduct Orders** ☐ Not requested ☐ Denied until the hearing ☒ **Granted as follows:**

- a. You must not do the following things to the person in ① and ☒ persons in ③:
- ☒ Harass, attack, strike, threaten, assault (*sexually or otherwise*), hit, follow, stalk, molest, destroy personal property, disturb the peace, keep under surveillance, impersonate (*on the Internet, electronically or otherwise*), or block movements
 - ☒ Contact, either directly or indirectly, in any way, including but not limited to, by telephone, mail, e-mail or other electronic means
 - ☒ Take any action, directly or through others, to obtain the addresses or locations of the persons in ① and ③.
(If this item is not checked, the court has found good cause not to make this order.)
- b. Peaceful written contact through a lawyer or process server or another person for service of Form DV-120 (*Response to Request for Domestic Violence Restraining Order*) or other legal papers related to a court case is allowed and does not violate this order.
- c. ☐ Exceptions: Brief and peaceful contact with the person in ①, and peaceful contact with children in ③, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

Signed: 1/25/2019 08:44 AM

⑦ **Stay-Away Order** ☐ Not requested ☐ Denied until the hearing ☒ **Granted as follows:**

- a. You must stay at least (*specify*): 300 yards away from (*check all that apply*):
- ☒ The person in ① ☐ School of person in ①
 - ☒ Home of person in ① ☒ The persons in ③
 - ☐ The job or workplace of person in ① ☐ The child(ren)'s school or child care
 - ☒ Vehicle of person in ① ☒ Other (*specify*): any other family's Residence and vehicle
- b. ☐ Exceptions: Brief and peaceful contact with the person in ①, and peaceful contact with children in ③, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

Signed: 1/25/2019 08:44 AM

⑧ **Move-Out Order** ☒ Not requested ☐ Denied until the hearing ☐ **Granted as follows:**

You must take only personal clothing and belongings needed until the hearing and move out immediately from (*address*): _____

This is a Court Order.



Case Number:

19FL000267

9 No Guns or Other Firearms or Ammunition

- a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.
- b. You must:
- Sell to, or store with, a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms within your immediate possession or control. Do so within 24 hours of being served with this order.
 - Within 48 hours of receiving this order, file with the court a receipt that proves guns have been turned in, stored, or sold. (You may use Form DV-800, Proof of Firearms Turned In, Sold, or Stored, for the receipt.) Bring a court filed copy to the hearing.
- c. ☐ The court has received information that you own or possess a firearm.

10 Record Unlawful Communications

Signed: 1/25/2019 08:45 AM

- ☐ Not requested ☐ Denied until the hearing ☒ **Granted as follows:**

The person in (1) can record communications made by you that violate the judge's orders.

11 Care of Animals

Signed: 1/25/2019 08:45 AM

- ☒ **Not requested** ☐ Denied until the hearing ☐ **Granted as follows:**

The person in (1) is given the sole possession, care, and control of the animals listed below. The person in (2) must stay at least _____ yards away from and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of the following animals:

12 Child Custody and Visitation

Signed: 1/25/2019 08:45 AM

- ☒ **Not requested** ☐ Denied until the hearing ☐ **Granted as follows:**

Child custody and visitation are ordered on the attached form DV-140, *Child Custody and Visitation Order* or (specify other form): _____. The parent with temporary custody of the child must not remove the child from California unless the court allows it after a noticed hearing (Fam. Code, § 3063).

13 Child Support

Not ordered now but may be ordered after a noticed hearing.

Signed: 1/25/2019 08:45 AM

14 Property Control

- ☐ Not requested ☐ Denied until the hearing ☒ **Granted as follows:**

Until the hearing, *only* the person in (1) can use, control, and possess the following property:
2017 Hyundai Santa Fe

15 Debt Payment

Signed: 1/25/2019 08:45 AM

- ☐ Not requested ☒ **Denied until the hearing** ☐ **Granted as follows:**

The person in (2) must make these payments until this order ends:

Pay to: Hyundai Motor Finance For: Hyundai Amount: \$ 365 Due date: 15th each month

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Signed: 1/25/2019 08:45 AM

16 Property Restraint

- ☐ Not requested ☐ Denied until the hearing ☒ **Granted as follows:**

If the people in (1) and (2) are married to each other or are registered domestic partners, ☐ the person in (1) ☒ the person in (2) must not transfer, borrow against, sell, hide, or get rid of or destroy any property, including animals, except in the usual course of business or for necessities of life. In addition, each person must notify the other of any new or big expenses and explain them to the court. (The person in (2) cannot contact the person in (1) if the court has made a "no contact" order.)

Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order.

This is a Court Order.

Revised July 1, 2016

Temporary Restraining Order
(CLETS—TRO)
(Domestic Violence Prevention)

DV-110, Page 3 of 6



Case Number:

19F1000267

(17) Spousal Support

Not ordered now but may be ordered after a noticed hearing.

(18) Rights to Mobile Device and Wireless Phone Account

Signed: 1/25/2019 08:46 AM

a. Property control of mobile device and wireless phone account

☒ Not requested ☐ Denied until the hearing ☐ Granted as follows:

Until the hearing, only the person in (1) can use, control, and possess the following property:

Mobile device (describe) _____ and account (phone number): _____

Mobile device (describe) _____ and account (phone number): _____

Mobile device (describe) _____ and account (phone number): _____

☐ Check here if you need more space. Attach a sheet of paper and write "DV-110 Rights to Mobile Device and Wireless Phone Account" as a title.

Signed: 1/25/2019 08:46 AM

b. Debt Payment ☒ Not requested ☐ Denied until the hearing ☐ Granted as follows:

The person in (2) must make these payments until this order ends:

Pay to (wireless service provider): _____ Amount: \$ _____ Due date: _____

c. Transfer of Wireless Phone Account

Not ordered now but may be ordered after a noticed hearing.

(19) Insurance

Signed: 1/25/2019 08:46 AM

☐ The person in (1) ☒ the person in (2) is ordered NOT to cash, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or coverage held for the benefit of the parties, or their child(ren), if any, for whom support may be ordered, or both.

(20) Lawyer's Fees and Costs

Not ordered now but may be ordered after a noticed hearing.

(21) Payments for Costs and Services

Not ordered now but may be ordered after a noticed hearing.

(22) Batterer Intervention Program

Not ordered now but may be ordered after a noticed hearing.

(23) Other Orders ☒ Not requested ☐ Denied until the hearing ☐ Granted as follows:

Signed: 1/25/2019 08:46 AM

☐ Check here if there are additional orders. List them on an attached sheet of paper and write "DV-110, Other Orders" as a title.

(24) No Fee to Serve (Notify) Restrained Person

If the sheriff serves this order, he or she will do so for free.

Date: 1/25/19

J. Franco

Signed: 1/25/2019 08:47 AM

Judge (or Judicial Officer)

This is a Court Order.

Warnings and Notices to the Restrained Person in ②**If You Do Not Obey This Order, You Can Be Arrested And Charged With a Crime.**

- If you do not obey this order, you can go to jail or prison and/or pay a fine.
- It is a felony to take or hide a child in violation of this order.
- If you travel to another state or to tribal lands or make the protected person do so, with the intention of disobeying this order, you can be charged with a federal crime.

You Cannot Have Guns, Firearms, And/Or Ammunition.

You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, and/or ammunition while the order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to or store with a licensed gun dealer or turn in to a law enforcement agency any guns or other firearms that you have or control. The judge will ask you for proof that you did so. If you do not obey this order, you can be charged with a crime. Federal law says you cannot have guns or ammunition while the order is in effect.

Service of Order by Mail

If the judge makes a restraining order at the hearing, which has the same orders as in this form, you will get a copy of that order by mail at your last known address, which is written in ②. If this address is incorrect, or to find out if the orders were made permanent, contact the court.

Child Custody, Visitation, and Support

- **Child custody and visitation:** If you do not go to the hearing, the judge can make custody and visitation orders for your children without hearing from you.
- **Child support:** The judge can order child support based on the income of both parents. The judge can also have that support taken directly from a parent's paycheck. Child support can be a lot of money, and usually you have to pay until the child is age 18. File and serve a *Financial Statement (Simplified)* (form FL-155) or an *Income and Expense Declaration* (form FL-150) if you want the judge to have information about your finances. Otherwise, the court may make support orders without hearing from you.
- **Spousal support:** File and serve an *Income and Expense Declaration* (form FL-150) so the judge will have information about your finances. Otherwise, the court may make support orders without hearing from you.

Instructions for Law Enforcement

This order is effective when made. It is enforceable by any law enforcement agency that has received the order, is shown a copy of the order, or has verified its existence on the California Law Enforcement Telecommunications System (CLETS). If the law enforcement agency has not received proof of service on the restrained person, and the restrained person was not present at the court hearing, the agency shall advise the restrained person of the terms of the order and then shall enforce it. Violations of this order are subject to criminal penalties.

Arrest Required if Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6.

This is a Court Order.

Case Number:

19FL000267

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, the orders remain in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, §13710(b).)

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced according to the following priorities (see Pen. Code, § 136.2, and Fam. Code, §§ 6383(h), 6405(b)):

1. **EPO:** If one of the orders is an *Emergency Protective Order* (form EPO-001), and it is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. **No-Contact Order:** If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence in enforcement over any other restraining or protective order.
3. **Criminal Order:** If none of the orders includes a no-contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. **Family, Juvenile, or Civil Order:** If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

Child Custody and Visitation

- The custody and visitation orders are on form DV-140, items ③ and ④. They are sometimes also written on additional pages or referenced in DV-140 or other orders that are not part of the restraining order.
- Forms DV-100 and DV-105 are not orders. Do not enforce them.

Certificate of Compliance With VAWA

This temporary protective order meets all "full faith and credit" requirements of the Violence Against Women Act, 18 U.S.C. § 2265 (1994) (VAWA), upon notice of the restrained person. This court has jurisdiction over the parties and the subject matter; the restrained person has been or will be afforded notice and a timely opportunity to be heard as provided by the laws of this jurisdiction. This order is valid and entitled to enforcement in each jurisdiction throughout the 50 states of the United States, the District of Columbia, all tribal lands, and all U.S. territories, commonwealths, and possessions and shall be enforced as if it were an order of that jurisdiction.

(Clerk will fill out this part.)

—Clerk's Certificate—

Clerk's Certificate.
[seal]

I certify that this *Temporary Restraining Order* is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by _____, Deputy

This is a Court Order.

Revised July 1, 2016

Temporary Restraining Order
(CLETS—TRO)
(Domestic Violence Prevention)

DV-110, Page 5 of 6

SHORT TITLE:

MC-020

CASE NUMBER:

19FL000267

LAST NAME BattagliaLAST NAME Mesi☒ Attachment to DV-110, Item 3 - Additional Protected Persons☐ Attachment to CH-110, Item 3 - Additional Protected Persons☐ Attachment to EA-110, Item 3 - Additional Protected Persons

Full Name

How are they
related to you?

Sex

Age

Household
Member?Gary Carlton step father M F 80 Yes NoJames Higgins brother-in-law M F 47 Yes NoJohn Higgins sister M F 43 Yes NoLarissa Higgins niece M F 15 Yes NoTyler Higgins nephew M F 23 Yes NoConnor Dodge grandson M F 7 Yes NoLiam Dodge grandson M F 3 Yes No

____ M F ____ Yes No

____ M F ____ Yes No

____ M F ____ Yes No

Signed: 1/25/2019 08:48 AM

(Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, not line numbers):

This page may be used with any Judicial Council form or any other paper filed with the court.

Page 1

DV-116 Order on Request to Continue Hearing

Complete items ①, ②, and ③.

① Protected Party:

Vanessa Battaglia

② Restrained Party:

Eric Mesi

③ Party Seeking ContinuanceI am the ☒ Protected Party ☐ Restrained Party
Your Lawyer (if you have one for this case):

Name: _____ State Bar No.: _____

Firm Name: Self-Represented

Your Address (If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.)

Address: 260 E. Mission Street

City: San Jose State: CA Zip: 95112

Telephone: 408-409-0693 Fax: _____ E-Mail Address: _____

Clerk stamps date here when form is filed.

FILED

2019 MAR 25 P 3:03

CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA
BY _____ DEPUTY

Fill in court name and street address:

Superior Court of California, County of
Santa Clara
201 N. First St.
191 N. First St.
San Jose, CA 95113
Family Justice Center Courthouse

Fill in case number:

Case Number:
19FL000267

The court will complete the rest of this form.

④ Order on Request for Continuance

- a. The hearing in this matter is currently scheduled for (date): 03/25/19
- b. ☐ The request for a continuance is DENIED for the reasons set forth ☐ below ☐ on Attachment 4b.

The hearing shall be held as currently scheduled above. The Temporary Restraining Order (Form DV-110) issued on (date): _____ remains in full force and effect until the hearing date.

- c. ☒ The request for a continuance is GRANTED as set forth below.

⑤ Order Granting Continuance and Notice of New Hearing

The court hearing on the Request for Domestic Violence Restraining Order (Form DV-100) is continued to the date, time, and location shown below:

New Hearing Date	Date: 04/18/19		Time: 9:00 a.m.		Name and address of court if different from above:	
	Dept.: 73		Room: _____		201 N. First Street San Jose, CA 95113	
The extended Temporary Restraining Order (form DV-110) expires at the end of this hearing.						

This is a Court Order.

Case Number:
19FL000267

6 Reason for the Continuance

a. The continuance is needed because:

- (1) ☒ The person in (2) was not served before the current hearing date.
(2) ☐ The parties were referred to child custody mediation or child custody recommending counseling.
(3) ☐ The person in (2) asked for a first continuance of the hearing.
(4) ☐ The person in (3) asked for more time to hire a lawyer or prepare for the hearing or trial.
(5) ☐ Other good cause as stated ☐ below ☐ on Attachment 6a(5).

b. ☐ The court finds good cause and orders a continuance in its discretion.

7 Extension of Temporary Restraining Order

- a. ☐ No temporary restraining orders were issued in this case.
b. ☒ By granting the request to continue the hearing, the orders listed in *Temporary Restraining Order* (form DV-110), issued on (date): 01/25/19, remain in effect until the end of the hearing in (5).
c. ☐ The Temporary Restraining Order is MODIFIED. A new *Temporary Restraining Order* (Form DV-110) is issued as of this date. The orders remain in effect until the end of the hearing in (5).
d. ☐ The Temporary Restraining Order is TERMINATED for the reasons stated ☐ below ☐ on Attachment 7d.

e. Other (specify): _____

Warning and Notice to the Party in (2)

If (7) b or c is checked, you must continue to obey the Temporary Restraining Order until it expires at the end of the hearing scheduled in (5).

8 ☐ Other Orders (specify):

☐ Additional orders are included at the end of this order on Attachment 8.

This is a Court Order.

Revised July 1, 2016

CEB Essential
Forms

**Order on Request to Continue Hearing
(Temporary Restraining Order) (CLETS-TRO)
(Domestic Violence Prevention)**

DV-116, Page 2 of 3



9 Service of Order

- a. ☐ No further service of this order is required because both parties were present at the hearing when the new hearing date was ordered.
- b. ☒ The court granted the protected party's request to continue the hearing date. A copy of this order must be served on the restrained party at least -5- days before the hearing in (5).
- (1) ☒ All other documents requesting domestic violence restraining orders as shown in Form DV-109, *Notice of Court Hearing* (at item (5)) must also be personally served on the restrained party.
- (2) ☐ The *Temporary Restraining Order* (Form DV-110) has been modified and must be personally served on the restrained party.
- (3) ☐ A copy of the *Temporary Restraining Order* must NOT be served because the order was terminated in 7d.
- c. ☐ The court granted the restrained party's request to continue the hearing date. A copy of this order must be served on the protected party at least _____ days before the hearing in (5). A copy of the *Temporary Restraining Order* (Form DV-110) must be served if it was modified by the court in item (7).
- d. ☐ All documents must be personally served unless otherwise specified below.
- e. ☐ Other (specify): _____

10 No Fee to Serve

If the sheriff or marshal serves this order, he or she will do it for free.

11 CLETS Entry

If the hearing is continued, the court or its designee will transmit this form within one business day to law enforcement personnel for entry into the California Restraining and Protective Order System (CARPOS) via the California Law Enforcement Telecommunications System (CLETS).

Date: 03/25/19

Judicial Officer



Request for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to www.courts.ca.gov/forms.htm for *Request for Accommodations by Persons With Disabilities and Response* (form MC-410). (Civ. Code, § 54.8.)

Honorable Jose S. Franco

THE FOREGOING INSTRUMENT IS
A CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

(Clerk will fill out this part.)

Clerk's Certificate—

Clerk's Office Date: 03/26/19

[seal] Clerk of the Court

SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CLARA

BY: L. PASION

I certify that this is a true and correct copy of the original on file in the court.



Clerk, by _____, Deputy

This is a Court Order.

DV-110**Temporary Restraining Order**

Person in (1) must complete items (1), (2), and (3) only.

(1) Name of Protected Person:Vanessa Battaglia

Your lawyer in this case (if you have one):

Name: Self Represented

State Bar No.: _____

Firm Name: Self Represented

Address (if you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):

Address: 260 E. Mission St.City: San JoseState: CAZip: 95112Telephone: 408 409-0693

Fax: _____

E-mail Address: _____

(2) Name of Restrained Person:Eric Mesi

Description of restrained person:

Sex: ☒ M ☐ F Height: 63 Weight: 330 Hair Color: Brown Eye Color: BrownRace: WhiteAge: 55Date of Birth: 9/4/1963Address (if known): 4500 Pencester St.City: North Las VegasState: NVZip: 89115Relationship to protected person: Spouse**(3) ☒ Additional Protected Persons**

In addition to the person named in (1), the following persons are protected by temporary orders as indicated in items (6) and (7) (family or household members):

Full name	Relationship to person in (1)	Sex	Age
<u>Russell Battaglia IV</u>	<u>Son</u>	<u>M</u>	<u>21</u>
<u>Patricia Dodge</u>	<u>Daughter</u>	<u>F</u>	<u>28</u>
<u>Monica Canino</u>	<u>Daughter</u>	<u>F</u>	<u>23</u>

☒ Check here if there are additional protected persons. List them on an attached sheet of paper and write, "DV-110, Additional Protected Persons" as a title.

The court will complete the rest of this form.

(4) Court Hearing

The temporary orders which are granted and attached remain in full force and effect while you are in court until your hearing is finished

This order expires at the end of the hearing stated below:

Hearing Date: 2/11/19Time: 1:30 p.m.☐ a.m. ☐ p.m.**This is a Court Order.**Judicial Council of California, www.court.ca.gov
Revised July 1, 2016, Mandatory Form
Family Code, § 6200 et seq.
Approved by DOJ**Temporary Restraining Order
(CLETS—TRO)
(Domestic Violence Prevention)**

DV-110, Page 1 of 6



Case Number:

19F1000267

5 ☐ Criminal Protective Order

- a. ☐ A criminal protective order on form CR-160, *Criminal Protective Order--Domestic Violence*, is in effect.
Case Number: _____ County: _____ Expiration Date: _____
- b. ☐ No information has been provided to the judge about a criminal protective order.

To the person in 2

The court has granted the temporary orders checked below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

Signed: 1/25/2019 08:44 AM

6 Personal Conduct Orders ☐ Not requested ☐ Denied until the hearing ☒ Granted as follows:

- a. You must not do the following things to the person in 1 and ☒ persons in 3:
- ☒ Harass, attack, strike, threaten, assault (sexually or otherwise), hit, follow, stalk, molest, destroy personal property, disturb the peace, keep under surveillance, impersonate (on the Internet, electronically or otherwise), or block movements
 - ☒ Contact, either directly or indirectly, in any way, including but not limited to, by telephone, mail, e-mail or other electronic means
 - ☒ Take any action, directly or through others, to obtain the addresses or locations of the persons in 1 and 3.
(If this item is not checked, the court has found good cause not to make this order.)
- b. Peaceful written contact through a lawyer or process server or another person for service of Form DV-120 (Response to Request for Domestic Violence Restraining Order) or other legal papers related to a court case is allowed and does not violate this order.
- c. ☐ Exceptions: Brief and peaceful contact with the person in 1, and peaceful contact with children in 3, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

Signed: 1/25/2019 08:44 AM

7 Stay-Away Order ☐ Not requested ☐ Denied until the hearing ☒ Granted as follows:

- a. You must stay at least (specify): 300 yards away from (check all that apply):
- ☒ The person in 1
 - ☒ Home of person in 1
 - ☐ The job or workplace of person in 1
 - ☒ Vehicle of person in 1
 - ☐ School of person in 1
 - ☒ The persons in 3
 - ☐ The child(ren)'s school or child care
 - ☒ Other (specify): Anywhere family is Residence and vehicle
- b. ☐ Exceptions: Brief and peaceful contact with the person in 1, and peaceful contact with children in 3, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

Signed: 1/25/2019 08:44 AM

8 Move-Out Order ☒ Not requested ☐ Denied until the hearing ☐ Granted as follows:

You must take only personal clothing and belongings needed until the hearing and move out immediately from (address): _____

This is a Court Order.

Temporary Restraining Order
(CLETS-TRO)
(Domestic Violence Prevention)

DV-110, Page 2 of 6

Revised July 1, 2016

Case Number:

19FL000267

9 No Guns or Other Firearms or Ammunition

- a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.
- b. You must:
- Sell to, or store with, a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms within your immediate possession or control. Do so within 24 hours of being served with this order.
 - Within 48 hours of receiving this order, file with the court a receipt that proves guns have been turned in, stored, or sold. (You may use Form DV-800, Proof of Firearms Turned In, Sold, or Stored, for the receipt.) Bring a court filed copy to the hearing.
- c. ☐ The court has received information that you own or possess a firearm.

10 Record Unlawful Communications

Signed: 1/25/2019 08:45 AM

- ☐ Not requested ☐ Denied until the hearing ☒ Granted as follows:

The person in ① can record communications made by you that violate the judge's orders.

11 Care of Animals

Signed: 1/25/2019 08:45 AM

- ☒ Not requested ☐ Denied until the hearing ☐ Granted as follows:

The person in ① is given the sole possession, care, and control of the animals listed below. The person in ② must stay at least _____ yards away from and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of the following animals:

12 Child Custody and Visitation

Signed: 1/25/2019 08:45 AM

- ☒ Not requested ☐ Denied until the hearing ☐ Granted as follows:

Child custody and visitation are ordered on the attached form DV-140, *Child Custody and Visitation Order* or (specify other form): _____. The parent with temporary custody of the child must not remove the child from California unless the court allows it after a noticed hearing (Fam. Code, § 3063).

13 Child Support

Not ordered now but may be ordered after a noticed hearing.

Signed: 1/25/2019 08:45 AM

14 Property Control

- ☐ Not requested ☐ Denied until the hearing ☒ Granted as follows:

Until the hearing, *only* the person in ① can use, control, and possess the following property:

2017 Hyundai Santa Fe

Signed: 1/25/2019 08:45 AM

15 Debt Payment

- ☐ Not requested ☒ Denied until the hearing ☐ Granted as follows:

The person in ② must make these payments until this order ends:

Pay to: Hyundai Motor Finance For: Hyundai Amount: \$ 365 Due date: 15th each month

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Signed: 1/25/2019 08:45 AM

16 Property Restraint

- ☐ Not requested ☐ Denied until the hearing ☒ Granted as follows:

If the people in ① and ② are married to each other or are registered domestic partners, ☐ the person in ①

☒ the person in ② must not transfer, borrow against, sell, hide, or get rid of or destroy any property, including animals, except in the usual course of business or for necessities of life. In addition, each person must notify the other of any new or big expenses and explain them to the court. (The person in ② cannot contact the person in ① if the court has made a "no contact" order.)

Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order.

This is a Court Order.

Revised July 1, 2015

Temporary Restraining Order
(CLETS—TRO)
(Domestic Violence Prevention)

DV-110, Page 3 of 6

Case Number:

19F1000267

(17) Spousal Support

Not ordered now but may be ordered after a noticed hearing.

(18) Rights to Mobile Device and Wireless Phone Account

Signed: 1/25/2019 08:46 AM

a. Property control of mobile device and wireless phone account

☒ Not requested ☐ Denied until the hearing ☐ Granted as follows:

Until the hearing, only the person in (1) can use, control, and possess the following property:

Mobile device (describe) _____ and account (phone number): _____

Mobile device (describe) _____ and account (phone number): _____

Mobile device (describe) _____ and account (phone number): _____

☐ Check here if you need more space. Attach a sheet of paper and write "DV-110 Rights to Mobile Device and Wireless Phone Account" as a title.

Signed: 1/25/2019 08:46 AM

b. Debt Payment ☒ Not requested ☐ Denied until the hearing ☐ Granted as follows:

The person in (2) must make these payments until this order ends:

Pay to (wireless service provider): _____ Amount: \$ _____ Due date: _____

c. Transfer of Wireless Phone Account

Not ordered now but may be ordered after a noticed hearing.

(19) Insurance

Signed: 1/25/2019 08:46 AM

☐ The person in (1) ☒ the person in (2) is ordered NOT to cash, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or coverage held for the benefit of the parties, or their child(ren), if any, for whom support may be ordered, or both.

(20) Lawyer's Fees and Costs

Not ordered now but may be ordered after a noticed hearing.

(21) Payments for Costs and Services

Not ordered now but may be ordered after a noticed hearing.

(22) Batterer Intervention Program

Not ordered now but may be ordered after a noticed hearing.

(23) Other Orders ☒ Not requested ☐ Denied until the hearing ☐ Granted as follows:

Signed: 1/25/2019 08:46 AM

☐ Check here if there are additional orders. List them on an attached sheet of paper and write "DV-110, Other Orders" as a title.

(24) No Fee to Serve (Notify) Restrained Person

If the sheriff serves this order, he or she will do so for free.

Date: 1/25/19

J. Franco

Signed: 1/25/2019 08:47 AM

Judge (or Judicial Officer)

This is a Court Order.

Revised July 1, 2015

Temporary Restraining Order
(CLETS—TRO)
(Domestic Violence Prevention)

DV-110, Page 4 of 6

Case Number:

19FL000267

Warnings and Notices to the Restrained Person in ②

If You Do Not Obey This Order, You Can Be Arrested And Charged With a Crime.

- If you do not obey this order, you can go to jail or prison and/or pay a fine.
- It is a felony to take or hide a child in violation of this order.
- If you travel to another state or to tribal lands or make the protected person do so, with the intention of disobeying this order, you can be charged with a federal crime.

You Cannot Have Guns, Firearms, And/Or Ammunition.



You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, and/or ammunition while the order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to or store with a licensed gun dealer or turn in to a law enforcement agency any guns or other firearms that you have or control. The judge will ask you for proof that you did so. If you do not obey this order, you can be charged with a crime. Federal law says you cannot have guns or ammunition while the order is in effect.

Service of Order by Mail

If the judge makes a restraining order at the hearing, which has the same orders as in this form, you will get a copy of that order by mail at your last known address, which is written in ②. If this address is incorrect, or to find out if the orders were made permanent, contact the court.

Child Custody, Visitation, and Support

- **Child custody and visitation:** If you do not go to the hearing, the judge can make custody and visitation orders for your children without hearing from you.
- **Child support:** The judge can order child support based on the income of both parents. The judge can also have that support taken directly from a parent's paycheck. Child support can be a lot of money, and usually you have to pay until the child is age 18. File and serve a *Financial Statement (Simplified)* (form FL-155) or an *Income and Expense Declaration* (form FL-150) if you want the judge to have information about your finances. Otherwise, the court may make support orders without hearing from you.
- **Spousal support:** File and serve an *Income and Expense Declaration* (form FL-150) so the judge will have information about your finances. Otherwise, the court may make support orders without hearing from you.

Instructions for Law Enforcement

This order is effective when made. It is enforceable by any law enforcement agency that has received the order, is shown a copy of the order, or has verified its existence on the California Law Enforcement Telecommunications System (CLETS). If the law enforcement agency has not received proof of service on the restrained person, and the restrained person was not present at the court hearing, the agency shall advise the restrained person of the terms of the order and then shall enforce it. Violations of this order are subject to criminal penalties.

Arrest Required if Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6.

This is a Court Order.

Temporary Restraining Order
(CLETS—TRO)
(Domestic Violence Prevention)

DV-110, Page 5 of 6

Revised July 1, 2018

Case Number:

19FL000267

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, the orders remain in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, §13710(b).)

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced according to the following priorities (see Pen. Code, § 136.2, and Fam. Code, §§ 6383(h), 6405(b)):

1. **EPO:** If one of the orders is an *Emergency Protective Order* (form EPO-001), and it is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. **No-Contact Order:** If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence in enforcement over any other restraining or protective order.
3. **Criminal Order:** If none of the orders includes a no-contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. **Family, Juvenile, or Civil Order:** If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

Child Custody and Visitation

- The custody and visitation orders are on form DV-140, items ③ and ④. They are sometimes also written on additional pages or referenced in DV-140 or other orders that are not part of the restraining order.
- Forms DV-100 and DV-105 are not orders. Do not enforce them.

Certificate of Compliance With VAWA

This temporary protective order meets all "full faith and credit" requirements of the Violence Against Women Act, 18 U.S.C. § 2265 (1994) (VAWA), upon notice of the restrained person. This court has jurisdiction over the parties and the subject matter; the restrained person has been or will be afforded notice and a timely opportunity to be heard as provided by the laws of this jurisdiction. This order is valid and entitled to enforcement in each jurisdiction throughout the 50 states of the United States, the District of Columbia, all tribal lands, and all U.S. territories, commonwealths, and possessions and shall be enforced as if it were an order of that jurisdiction.

(Clerk will fill out this part.)

—Clerk's Certificate—

Clerk's Certificate
(seal)

I certify that this *Temporary Restraining Order* is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by _____, Deputy

This is a Court Order.

Revised July 1, 2016

Temporary Restraining Order
(CLETS—TRO)
(Domestic Violence Prevention)

DV-110, Page 6 of 6

SHORT TITLE:

MC-020

CASE NUMBER:

LAST NAME

Baltagland

LAST NAME

Mesi

19FL000267

- ☒ Attachment to DV-110, Item 3 - Additional Protected Persons
- ☐ Attachment to CH-110, Item 3 - Additional Protected Persons
- ☐ Attachment to EA-110, Item 3 - Additional Protected Persons

Full Name	How are they related to you?	Sex	Age	Household Member?
Gary Capron	step father	M/F	80	Yes <input type="radio"/> No <input checked="" type="radio"/>
James Higgins	brother-in-law	M/F	47	Yes <input type="radio"/> No <input checked="" type="radio"/>
Julie Higgins	sister	M/F	48	Yes <input type="radio"/> No <input checked="" type="radio"/>
Larissa Higgins	niece	M/F	15	Yes <input type="radio"/> No <input checked="" type="radio"/>
Tyler Higgins	nephew	M/F	23	Yes <input type="radio"/> No <input checked="" type="radio"/>
Connor Dodge	grandson	M/F	7	Yes <input type="radio"/> No <input checked="" type="radio"/>
Liam Dodge	grandson	M/F	3	Yes <input type="radio"/> No <input checked="" type="radio"/>
		M F		Yes No
		M F		Yes No
		M F		Yes No

Signed: 1/25/2019 08:49 AM

(Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, not line numbers):

This page may be used with any Judicial Council form or any other paper filed with the court.

Page 1

Form Approved by the
Judicial Council of California
MC-020 (New January 1, 1987)
Optional Form

MarbleDirect
ESSENTIAL FORMS™

ADDITIONAL PAGE

Attach to Judicial Council Form or Other Court Paper

CRC 201, 507

DV-116 Order on Request to Continue Hearing

Complete items ①, ②, and ③.

① Protected Party:

Vanessa Battaglia

② Restrained Party:

Eric Mesi

③ Party Seeking ContinuanceI am the ☒ Protected Party ☐ Restrained Party
Your Lawyer (if you have one for this case):

Name: _____ State Bar No.: _____

Firm Name: _____

Your Address (If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.)

Address: 260 E. Mission St.

City: San Jose State: CA Zip: 95112

Telephone: _____ Fax: _____ E-Mail Address: _____

Clerk stamps date here when form is filed.

FILED

2019 MAR -5 AM 11:32

CLERK OF THE COURT
SUPERIOR COURT OF CA
COUNTY OF SANTA CLARA
C. Torres DEPUTY

Fill in court name and street address:

Superior Court of California, County of
Santa Clara
201 N. First St.
191 N. First St.
San Jose, CA 95113
Family Justice Center Courthouse

Fill in case number:

Case Number:
19FL000267

The court will complete the rest of this form.

④ Order on Request for Continuance

a. The hearing in this matter is currently scheduled for (date): 03/05/2019

b. ☐ The request for a continuance is DENIED for the reasons set forth ☐ below ☐ on Attachment 4b.

The hearing shall be held as currently scheduled above. The Temporary Restraining Order (Form DV-110) issued on (date): _____ remains in full force and effect until the hearing date.

c. ☒ The request for a continuance is GRANTED as set forth below.**⑤ Order Granting Continuance and Notice of New Hearing**

The court hearing on the Request for Domestic Violence Restraining Order (Form DV-100) is continued to the date, time, and location shown below:

New Hearing Date	Name and address of court if different from above:	
	Date: 03/25/2019 Time: 1:30 pm 201 N. First St.	
	Dept.: 73 Room: _____ San Jose, CA 95113	
The extended Temporary Restraining Order (form DV-110) expires at the end of this hearing.		

This is a Court Order.

6 Reason for the Continuance

a. The continuance is needed because:

- (1) ☒ The person in (2) was not served before the current hearing date.
(2) ☐ The parties were referred to child custody mediation or child custody recommending counseling.
(3) ☐ The person in (2) asked for a first continuance of the hearing.
(4) ☐ The person in (3) asked for more time to hire a lawyer or prepare for the hearing or trial.
(5) ☐ Other good cause as stated ☐ below ☐ on Attachment 6a(5).

b. ☐ The court finds good cause and orders a continuance in its discretion.

7 Extension of Temporary Restraining Order

- a. ☐ No temporary restraining orders were issued in this case.
b. ☒ By granting the request to continue the hearing, the orders listed in *Temporary Restraining Order* (form DV-110), issued on (date): 01/25/2019, remain in effect until the end of the hearing in (5).
c. ☐ The Temporary Restraining Order is MODIFIED. A new *Temporary Restraining Order* (Form DV-110) is issued as of this date. The orders remain in effect until the end of the hearing in (5).
d. ☐ The Temporary Restraining Order is TERMINATED for the reasons stated ☐ below ☐ on Attachment 7d.

e. Other (specify):

Warning and Notice to the Party in (2)

If (7) b or c is checked, you must continue to obey the Temporary Restraining Order until it expires at the end of the hearing scheduled in (5).

8 Other Orders (specify):

☐ Additional orders are included at the end of this order on Attachment 8.

This is a Court Order.

Case Number:
19FL000267

9 Service of Order

- a. ☐ No further service of this order is required because both parties were present at the hearing when the new hearing date was ordered.
- b. ☒ The court granted the protected party's request to continue the hearing date. A copy of this order must be served on the restrained party at least -5- days before the hearing in **(5)**.
- (1) ☒ All other documents requesting domestic violence restraining orders as shown in Form DV-109, *Notice of Court Hearing* (at item **(5)**) must also be personally served on the restrained party.
- (2) ☐ The *Temporary Restraining Order* (Form DV-110) has been modified and must be personally served on the restrained party.
- (3) ☐ A copy of the *Temporary Restraining Order* must NOT be served because the order was terminated in 7d.
- c. ☐ The court granted the restrained party's request to continue the hearing date. A copy of this order must be served on the protected party at least _____ days before the hearing in **(5)**. A copy of the *Temporary Restraining Order* (Form DV-110) must be served if it was modified by the court in item **(7)**.
- d. ☐ All documents must be personally served unless otherwise specified below.
- e. ☐ Other (specify): _____

10 No Fee to Serve

If the sheriff or marshal serves this order, he or she will do it for free.

11 CLETS Entry

If the hearing is continued, the court or its designee will transmit this form within one business day to law enforcement personnel for entry into the California Restraining and Protective Order System (CARPOS) via the California Law Enforcement Telecommunications System (CLETS).

Date: 03/05/2019


Judicial Officer
Honorable Jose S. Franco



Request for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to www.courts.ca.gov/forms.htm for *Request for Accommodations by Persons With Disabilities and Response* (form MC-410). (Civ. Code, § 54.8.)

(Clerk will fill out this part.)

—Clerk's Certificate—

THE FOREGOING INSTRUMENT IS
A CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE
[seal]

MAR 05 2019



I certify that this Order On Request to Continue Hearing (Temporary Restraining Order) (CLETS-TRO) is a true and correct copy of the original on file in the court.

_____, Clerk, by _____, Deputy

This is a Court Order.

**Order on Request to Continue Hearing
(Temporary Restraining Order) (CLETS-TRO)**
(Domestic Violence Prevention)

DV-116, Page 3 of 3

DV-110 Temporary Restraining Order

Person in ① must complete items ①, ②, and ③ only.

① Name of Protected Person:

Vanessa Battaglia

Your lawyer in this case (if you have one):

Name: Self Represented State Bar No.: _____Firm Name: Self Represented

Address (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):

Address: 260 E. Mission St.City: San Jose State: CA Zip: 95112Telephone: 408 409-0693 Fax: _____

E-mail Address: _____

② Name of Restrained Person:

Eric Mesi

Description of restrained person:

Sex: ☒ M ☐ F Height: 6'3 Weight: 330 Hair Color: Brown Eye Color: Brown
Race: White Age: 55 Date of Birth: 9/4/1963
Address (if known): 4500 Pencester St.
City: North Las Vegas State: NV Zip: 89115
Relationship to protected person: Spouse

③ ☒ Additional Protected Persons

In addition to the person named in ①, the following persons are protected by temporary orders as indicated in items ⑥ and ⑦ (family or household members):

Full name	Relationship to person in ①	Sex	Age
<u>Russell Battaglia IV</u>	<u>Son</u>	<u>M</u>	<u>21</u>
<u>Francis Dodge</u>	<u>Daughter</u>	<u>F</u>	<u>28</u>
<u>Monica Canino</u>	<u>Daughter</u>	<u>F</u>	<u>20</u>

☒ Check here if there are additional protected persons. List them on an attached sheet of paper and write, "DV-110, Additional Protected Persons" as a title.

The court will complete the rest of this form.

④ Court Hearing

The temporary orders which are granted and attached remain in full force and effect while you are in court until your hearing is finished

This order expires at the end of the hearing stated below:

Hearing Date: 2/11/19 Time: 1:30 p.m. ☐ a.m. ☐ p.m.**This is a Court Order.**

Judicial Council of California, www.courts.ca.gov
Revised July 1, 2016, Mandatory Form
Family Code § 6200 et seq.
Approved by DOJ

Temporary Restraining Order
(CLETS—TRO)
(Domestic Violence Prevention)

DV-110, Page 1 of 6



Clerk stamps date here when form is filed.

Filed

January 25, 2019

Clerk of the Court

Superior Court of CA

County of Santa Clara

19FL000267

By: echeng

Fill in court name and street address:

Superior Court of California, County of

SUPERIOR COURT OF SANTA CLARA COUNTY

FAMILY JUSTICE CENTER COURTHOUSE

Street address: 201 N. First Street

Mailing address: 191 N. First Street

San Jose, CA 95113

Court fills in case number when form is filed.

Case Number:

19FL000267

Case Number:

19FI000267

5 ☐ **Criminal Protective Order**

- a. ☐ A criminal protective order on form CR-160, *Criminal Protective Order—Domestic Violence*, is in effect.
Case Number: _____ County: _____ Expiration Date: _____
- b. ☐ No information has been provided to the judge about a criminal protective order.

To the person in 2

The court has granted the temporary orders checked below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

Signed: 1/25/2019 08:44 AM

6 **Personal Conduct Orders** ☐ Not requested ☐ Denied until the hearing ☒ **Granted as follows:**

- a. You must not do the following things to the person in ① and ☒ persons in ③:
- ☒ Harass, attack, strike, threaten, assault (*sexually or otherwise*), hit, follow, stalk, molest, destroy personal property, disturb the peace, keep under surveillance, impersonate (*on the Internet, electronically or otherwise*), or block movements
 - ☒ Contact, either directly or indirectly, in any way, including but not limited to, by telephone, mail, e-mail or other electronic means
 - ☒ Take any action, directly or through others, to obtain the addresses or locations of the persons in ① and ③.
(If this item is not checked, the court has found good cause not to make this order.)
- b. Peaceful written contact through a lawyer or process server or another person for service of Form DV-120 (*Response to Request for Domestic Violence Restraining Order*) or other legal papers related to a court case is allowed and does not violate this order.
- c. ☐ Exceptions: Brief and peaceful contact with the person in ①, and peaceful contact with children in ③, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

Signed: 1/25/2019 08:44 AM

7 **Stay-Away Order** ☐ Not requested ☐ Denied until the hearing ☒ **Granted as follows:**

- a. You must stay at least (*specify*): 300 yards away from (*check all that apply*):
- | | |
|--|---|
| <input checked="" type="checkbox"/> The person in ① | <input type="checkbox"/> School of person in ① |
| <input checked="" type="checkbox"/> Home of person in ① | <input checked="" type="checkbox"/> The persons in ③ |
| <input type="checkbox"/> The job or workplace of person in ① | <input type="checkbox"/> The child(ren)'s school or child care |
| <input checked="" type="checkbox"/> Vehicle of person in ① | <input checked="" type="checkbox"/> Other (<i>specify</i>): <u>Any place family is Residing not vehicle</u> |
- b. ☐ Exceptions: Brief and peaceful contact with the person in ①, and peaceful contact with children in ③, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

Signed: 1/25/2019 08:44 AM

8 **Move-Out Order** ☒ Not requested ☐ Denied until the hearing ☐ **Granted as follows:**

You must take only personal clothing and belongings needed until the hearing and move out immediately from (*address*): _____

This is a Court Order.

Case Number:

19FL000267

9 No Guns or Other Firearms or Ammunition

- a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.
- b. You must:
- Sell to, or store with, a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms within your immediate possession or control. Do so within 24 hours of being served with this order.
 - Within 48 hours of receiving this order, file with the court a receipt that proves guns have been turned in, stored, or sold. (You may use Form DV-800, Proof of Firearms Turned In, Sold, or Stored, for the receipt.) Bring a court filed copy to the hearing.
- c. ☐ The court has received information that you own or possess a firearm.

10 Record Unlawful Communications

Signed: 1/25/2019 08:45 AM

- ☐ Not requested ☐ Denied until the hearing ☒ **Granted as follows:**

The person in (1) can record communications made by you that violate the judge's orders.

11 Care of Animals

Signed: 1/25/2019 08:45 AM

- ☒ **Not requested** ☐ Denied until the hearing ☐ **Granted as follows:**

The person in (1) is given the sole possession, care, and control of the animals listed below. The person in (2) must stay at least _____ yards away from and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of the following animals:

12 Child Custody and Visitation

Signed: 1/25/2019 08:45 AM

- ☒ **Not requested** ☐ Denied until the hearing ☐ **Granted as follows:**

Child custody and visitation are ordered on the attached form DV-140, *Child Custody and Visitation Order* or (specify other form): _____. The parent with temporary custody of the child must not remove the child from California unless the court allows it after a noticed hearing (Fam. Code, § 3063).

13 Child Support

Not ordered now but may be ordered after a noticed hearing.

Signed: 1/25/2019 08:45 AM

14 Property Control

- ☐ Not requested ☐ Denied until the hearing ☒ **Granted as follows:**

Until the hearing, *only* the person in (1) can use, control, and possess the following property:

2017 Hyundai Santa Fe

15 Debt Payment

Signed: 1/25/2019 08:45 AM

- ☐ Not requested ☒ **Denied until the hearing** ☐ **Granted as follows:**

The person in (2) must make these payments until this order ends:

Pay to: Hyundai Motor Finance For: Hyundai Amount: \$ 365 Due date: 15th each month

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Signed: 1/25/2019 08:45 AM

16 Property Restraint

- ☐ Not requested ☐ Denied until the hearing ☒ **Granted as follows:**

If the people in (1) and (2) are married to each other or are registered domestic partners, ☐ the person in (1) ☒ the person in (2) must not transfer, borrow against, sell, hide, or get rid of or destroy any property, including animals, except in the usual course of business or for necessities of life. In addition, each person must notify the other of any new or big expenses and explain them to the court. (The person in (2) cannot contact the person in (1) if the court has made a "no contact" order.)

Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order.

This is a Court Order.

Revised July 1, 2018

**Temporary Restraining Order
(CLETS—TRO)
(Domestic Violence Prevention)**

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Case Number:

19F1000267

(17) Spousal Support

Not ordered now but may be ordered after a noticed hearing.

(18) Rights to Mobile Device and Wireless Phone Account

Signed: 1/25/2019 08:46 AM

a. Property control of mobile device and wireless phone account:

☒ Not requested ☐ Denied until the hearing ☐ Granted as follows:

Until the hearing, only the person in **(1)** can use, control, and possess the following property:

Mobile device (describe) _____ and account (phone number): _____

Mobile device (describe) _____ and account (phone number): _____

Mobile device (describe) _____ and account (phone number): _____

☐ Check here if you need more space. Attach a sheet of paper and write "DV-110 Rights to Mobile Device and Wireless Phone Account" as a title.

Signed: 1/25/2019 08:46 AM

b. Debt Payment ☒ Not requested ☐ Denied until the hearing ☐ Granted as follows:

The person in **(2)** must make these payments until this order ends:

Pay to (wireless service provider): _____ Amount: \$ _____ Due date: _____

c. Transfer of Wireless Phone Account

Not ordered now but may be ordered after a noticed hearing.

(19) Insurance

Signed: 1/25/2019 08:46 AM

☐ The person in **(1)** ☒ the person in **(2)** is ordered NOT to cash, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or coverage held for the benefit of the parties, or their child(ren), if any, for whom support may be ordered, or both.

(20) Lawyer's Fees and Costs

Not ordered now but may be ordered after a noticed hearing.

(21) Payments for Costs and Services

Not ordered now but may be ordered after a noticed hearing.

(22) Batterer Intervention Program

Not ordered now but may be ordered after a noticed hearing.

(23) Other Orders

☒ Not requested ☐ Denied until the hearing ☐ Granted as follows:

Signed: 1/25/2019 08:46 AM

☐ Check here if there are additional orders. List them on an attached sheet of paper and write "DV-110, Other Orders" as a title.

(24) No Fee to Serve (Notify) Restrained Person

If the sheriff serves this order, he or she will do so for free.

Date: 1/25/19

J. Franco

Signed: 1/25/2019 08:47 AM

Judge (or Judicial Officer)

This is a Court Order.

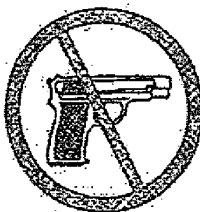
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Warnings and Notices to the Restrained Person in ②**If You Do Not Obey This Order, You Can Be Arrested And Charged With a Crime.**

- If you do not obey this order, you can go to jail or prison and/or pay a fine.
- It is a felony to take or hide a child in violation of this order.
- If you travel to another state or to tribal lands or make the protected person do so, with the intention of disobeying this order, you can be charged with a federal crime.

You Cannot Have Guns, Firearms, And/Or Ammunition.

You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, and/or ammunition while the order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to or store with a licensed gun dealer or turn in to a law enforcement agency any guns or other firearms that you have or control. The judge will ask you for proof that you did so. If you do not obey this order, you can be charged with a crime. Federal law says you cannot have guns or ammunition while the order is in effect.

Service of Order by Mail

If the judge makes a restraining order at the hearing, which has the same orders as in this form, you will get a copy of that order by mail at your last known address, which is written in ②. If this address is incorrect, or to find out if the orders were made permanent, contact the court.

Child Custody, Visitation, and Support

- **Child custody and visitation:** If you do not go to the hearing, the judge can make custody and visitation orders for your children without hearing from you.
- **Child support:** The judge can order child support based on the income of both parents. The judge can also have that support taken directly from a parent's paycheck. Child support can be a lot of money, and usually you have to pay until the child is age 18. File and serve a *Financial Statement (Simplified)* (form FL-155) or an *Income and Expense Declaration* (form FL-150) if you want the judge to have information about your finances. Otherwise, the court may make support orders without hearing from you.
- **Spousal support:** File and serve an *Income and Expense Declaration* (form FL-150) so the judge will have information about your finances. Otherwise, the court may make support orders without hearing from you.

Instructions for Law Enforcement

This order is effective when made. It is enforceable by any law enforcement agency that has received the order, is shown a copy of the order, or has verified its existence on the California Law Enforcement Telecommunications System (CLETS). If the law enforcement agency has not received proof of service on the restrained person, and the restrained person was not present at the court hearing, the agency shall advise the restrained person of the terms of the order and then shall enforce it. Violations of this order are subject to criminal penalties.

Arrest Required if Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6.

This is a Court Order.

Temporary Restraining Order
(CLETS—TRO)
(Domestic Violence Prevention)

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Case Number:

19FL000267

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, the orders remain in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, §13710(b).)

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced according to the following priorities (see Pen. Code, § 136.2, and Fam. Code, §§ 6383(h), 6405(b)):

1. **EPO:** If one of the orders is an *Emergency Protective Order* (form EPO-001), and it is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. **No-Contact Order:** If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence in enforcement over any other restraining or protective order.
3. **Criminal Order:** If none of the orders includes a no-contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. **Family, Juvenile, or Civil Order:** If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

Child Custody and Visitation

- The custody and visitation orders are on form DV-140, items (3) and (4). They are sometimes also written on additional pages or referenced in DV-140 or other orders that are not part of the restraining order.
- Forms DV-100 and DV-105 are not orders. Do not enforce them.

Certificate of Compliance With VAWA

This temporary protective order meets all "full faith and credit" requirements of the Violence Against Women Act, 18 U.S.C. § 2265 (1994) (VAWA), upon notice of the restrained person. This court has jurisdiction over the parties and the subject matter; the restrained person has been or will be afforded notice and a timely opportunity to be heard as provided by the laws of this jurisdiction. This order is valid and entitled to enforcement in each jurisdiction throughout the 50 states of the United States, the District of Columbia, all tribal lands, and all U.S. territories, commonwealths, and possessions and shall be enforced as if it were an order of that jurisdiction.

(Clerk will fill out this part.)

—Clerk's Certificate—

Clerk's Certificate
[seal]

I certify that this *Temporary Restraining Order* is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by _____, Deputy

This is a Court Order.

Revised July 1, 2016

Temporary Restraining Order
(CLETS—TRO)
(Domestic Violence Prevention)

DV-110, Page 6 of 6

SHORT TITLE:

MC-020

LAST NAME

Battaglia

LAST NAME

Mesi

CASE NUMBER:

19FL000267

☒ Attachment to DV-110, Item 3 - Additional Protected Persons

☐ Attachment to CH-110, Item 3 - Additional Protected Persons

☐ Attachment to EA-110, Item 3 - Additional Protected Persons

Full Name

How are they
related to you?

Sex

Age

Household
Member?

Gary Caproni

step father

M F

80

Yes No

James Higgins

brother-in-law

M F

47

Yes No

Julie Higgins

sister

M F

43

Yes No

Larissa Higgins

niece

M F

15

Yes No

Tyler Higgins

nephew

M F

23

Yes No

Connor Dodge

grandson

M F

7

Yes No

Liam Dodge

grandson

M F

3

Yes No

M F

Yes No

M F

Yes No

M F

Yes No

Signed: 1/25/2019 08:48 AM

(Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, not line numbers):

This page may be used with any Judicial Council form or any other paper filed with the court.

Page 1

Form Approved by the
Judicial Council of California
MC-020 (New January 1, 1987)
Optional Form



ADDITIONAL PAGE

Attach to Judicial Council Form or Other Court Paper

CRC 201.501

DV-116 Order on Request to Continue Hearing

Clerk stamps date here when form is filed.

Complete items ①, ②, and ③.

① Protected Party:

Vanessa Battaglia

② Restrained Party:

Eric Mesi

③ Party Seeking ContinuanceI am the ☒ Protected Party ☐ Restrained Party
Your Lawyer (if you have one for this case):

Name: _____ State Bar No.: _____

Firm Name: self represented

Your Address (If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.)

Address: 260 E. Mission St.

City: San Jose State: CA Zip: 95112

Telephone: 408-409-0693 Fax: _____ E-Mail Address: _____

FILED

2019 FEB 11 P 3:00

CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA
DEPUTY

Fill in court name and street address:

Superior Court of California, County of
Santa Clara
201 North First Street
191 North First Street
San Jose, CA 95113
Family Justice Center Courthouse

Fill in case number:

Case Number:
19FL000267

The court will complete the rest of this form.

④ Order on Request for Continuance

- a. The hearing in this matter is currently scheduled for (date): 2/11/2019
- b. ☐ The request for a continuance is DENIED for the reasons set forth ☐ below ☐ on Attachment 4b.

The hearing shall be held as currently scheduled above. The *Temporary Restraining Order* (Form DV-110) issued on (date): _____ remains in full force and effect until the hearing date.

- c. ☒ The request for a continuance is GRANTED as set forth below.

⑤ Order Granting Continuance and Notice of New HearingThe court hearing on the *Request for Domestic Violence Restraining Order* (Form DV-100) is continued to the date, time, and location shown below:

New Hearing Date	Name and address of court if different from above:		
	Date: 3/5/2019	Time: 9:00 a.m.	201 N. First Street
	Dept.: 73	Room: _____	San Jose, CA 95113
	Family Justice Center Courthouse		
The extended <i>Temporary Restraining Order</i> (form DV-110) expires at the end of this hearing.			

This is a Court Order.

Case Number:
19FL000267

6 Reason for the Continuance

a. The continuance is needed because:

- (1) ☒ The person in (2) was not served before the current hearing date.
(2) ☐ The parties were referred to child custody mediation or child custody recommending counseling.
(3) ☐ The person in (2) asked for a first continuance of the hearing.
(4) ☐ The person in (3) asked for more time to hire a lawyer or prepare for the hearing or trial.
(5) ☐ Other good cause as stated ☐ below ☐ on Attachment 6a(5).

b. ☐ The court finds good cause and orders a continuance in its discretion.

7 Extension of Temporary Restraining Order

- a. ☐ No temporary restraining orders were issued in this case.
b. ☒ By granting the request to continue the hearing, the orders listed in *Temporary Restraining Order* (form DV-110), issued on (date): 1/25/2019, remain in effect until the end of the hearing in (5).
c. ☐ The Temporary Restraining Order is MODIFIED. A new *Temporary Restraining Order* (Form DV-110) is issued as of this date. The orders remain in effect until the end of the hearing in (5).
d. ☐ The Temporary Restraining Order is TERMINATED for the reasons stated ☐ below ☐ on Attachment 7d.

e. Other (specify): _____

Warning and Notice to the Party in (2)

If (7) b or c is checked, you must continue to obey the Temporary Restraining Order until it expires at the end of the hearing scheduled in (5).

8 ☐ Other Orders (specify):

☐ Additional orders are included at the end of this order on Attachment 8.

This is a Court Order.

Case Number:
19FL000267

9 Service of Order

- a. ☐ No further service of this order is required because both parties were present at the hearing when the new hearing date was ordered.
- b. ☒ The court granted the protected party's request to continue the hearing date. A copy of this order must be served on the restrained party at least 5 days before the hearing in **(5)**.
- (1) ☒ All other documents requesting domestic violence restraining orders as shown in Form DV-109, *Notice of Court Hearing* (at item **(5)**) must also be personally served on the restrained party.
- (2) ☐ The *Temporary Restraining Order* (Form DV-110) has been modified and must be personally served on the restrained party.
- (3) ☐ A copy of the *Temporary Restraining Order* must NOT be served because the order was terminated in 7d.
- c. ☐ The court granted the restrained party's request to continue the hearing date. A copy of this order must be served on the protected party at least _____ days before the hearing in **(5)**. A copy of the *Temporary Restraining Order* (Form DV-110) must be served if it was modified by the court in item **(7)**.
- d. ☐ All documents must be personally served unless otherwise specified below.
- e. ☐ Other (specify): _____

10 No Fee to Serve

If the sheriff or marshal serves this order, he or she will do it for free.

11 CLETS Entry

If the hearing is continued, the court or its designee will transmit this form within one business day to law enforcement personnel for entry into the California Restraining and Protective Order System (CARPOS) via the California Law Enforcement Telecommunications System (CLETS).

Date: 2/11/2019

Judicial Officer
Honorable Jose S. Franco



Request for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the court clerk's office or go to www.courts.ca.gov/forms.htm for *Request for Accommodations by Person with Disabilities and Response* (form MC-410). (Civ. Code, § 54.8.)

(Clerk will fill out this part.)

—Clerk's Certificate—

Clerk's Certificate
[seal]

I certify that this *Order On Request to Continue Hearing (Temporary Restraining Order)* (CLETS-TRO) is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by _____

This is a Court Order.

Revised July 1, 2018

CEB Essential
Forms

**Order on Request to Continue Hearing
(Temporary Restraining Order) (CLETS-TRO)**
(Domestic Violence Prevention)

Reissuance

DV-116, Page 3 of 3

**PLEADING
CONTINUES
IN NEXT
VOLUME**