

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Oct 30 2019 11:03 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

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 4

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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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.

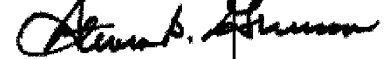
RECOMMENDATIONS:

Observation.

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

Exhibit “8”

Exhibit “8”



Eric Thomas Mesi
4500 Pencester
Las Vegas, Nevada 89115
775-980-7638
In Proper Person

DISTRICT COURT - FAMILY DIVISION
CLARK COUNTY, NEVADA

Eric Thomas Mesi,

Plaintiff,

vs.

Vanessa Marie Mesi aka Vanessa
Marie Battaglia, aka Vanessa
Marie Reynolds,

Defendant,

CASE NO.: D-19-585846-D

DEPT.: G

OBJECTION TO DEFENDANT'S
MOTION TO QUASH AND
DECLARATION

OBJECTION TO DEFENDANT'S MOTION TO QUASH AND
DECLARATION

Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie
Battaglia, aka Vanessa Marie Reynolds for Divorce - 1

1 **Defendant** Vanessa Marie Mesi and Plaintiff Eric Thomas Mesi both
2 moved to Las Vegas Nevada on November 29th 2018. This broke up the
3
4 Defendants residency in California required under California Section 2320.
5 Defendant Vanessa Marie Mesi has falsified her residency to The Superior
6
7 Court of California County of Santa Clara Family Court and the District
8
9 Court Clark County, Nevada Family Court, as all of her belonging are
10 located at 4500 Pencester Street, Las Vegas Nevada 89115. Furthermore;
11 the Defendants Bankruptcy Chapter 13 Case Number: 16-50642-gwz is
12 located in "**Nevada**" (See Exhibit "6" Proof of Bankruptcy). In California the
13
14 Defendant failed to meet eligibility requirements to file for divorce in any
15
16 California court. First, at least one of the two parties to the divorce must
17 have lived in California for at least **six-months** prior to filing for divorce.
18
19 Second, for Defendant to be eligible to file in any county in California, at
20 least one of the spouses must have lived in that county for **three-months**
21 before filing for divorce, which leaves her California Divorce filing with "**NO-**
22
23 **STANDING**" (See Exhibit "2" of pictures of all Defendant's belonging
24 located in Nevada), including any and all spousal support or any requested
25 assets or debts either party is to pay, as California has no authority across
26
27 state line into Nevada. **Defendant** Vanessa Marie Mesi was the driving

28 **Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie
Battaglia, aka Vanessa Marie Reynolds for Divorce - 2**

1 force to buy said property at 4500 Pencester Street, Las Vegas Nevada
2 89115, Beazer the home has full record of **Defendant** Vanessa Marie Mesi
3
4 ordering warranty repairs to the said property.
5

6
7 **FAMILY CODE - FAMILY DIVISION 6. NULLITY, DISSOLUTION, AND**
8 **LEGAL SEPARATION 2320**
9

10 **(a) Except as provided in subdivision (b), a judgment of dissolution**
11 **of marriage may not be entered unless one of the parties to the**
12 **marriage has been a resident of this state for six months and of**
13 **the county in which the proceeding is filed for three months**
14 **next preceding the filing of the petition.**
15
16
17

18 **Defendant** Vanessa Marie Mesi was originally served by mail on
19 **March, 25th 2019** to her Bankruptcy Attorney (See Exhibit "1" Proof of
20 Service). There has been **"40 working days"** to respond to this case,
21 referencing the original mailing US Mail stamped **March 25th 2019**.
22 Defendant and her council Attorney Tricia Darby Bar #: 7956 was served
23 on **April, 10th 2019** (See Exhibit "1"Proof of Service). Plaintiff Eric Thomas
24 Mesi has never been served from the California Case **19FL000267**.
25
26
27

28 **Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie**
Battaglia, aka Vanessa Marie Reynolds for Divorce - 3

1 Furthermore; Plaintiff Eric Thomas Mesi has never seen any of the
2 documents from the stated Divorce and or Restraining Order Defendants
3 proclaims, as Plaintiff Eric Thomas Mesi has never been SERVED by any
4 said documents Defendant claims. An "un-served" Restraining Order
5 cannot be "Granted", which is a further lie to the Court systems. If a
6 Restraining Order was ever Granted and local police thought **Plaintiff** Eric
7 Thomas Mesi had any weapons such as Guns as Defendant Purports,
8 authorities would have gotten a search warrant to confiscate any and all
9 weapons from the **Plaintiff**.
10
11
12
13
14

15 As stated previously, **Defendant** Vanessa Marie Mesi has a
16 Pathological lying disorder, also known as mythomania and pseudologia
17 fantastica, is the chronic behavior of compulsive or habitual lying.
18

19 **Defendant** Vanessa Marie Mesi in the Nevada Bankruptcy Case 16-50642-
20 gwz goes by the name **Vanessa Marie Mesi**, but to the Divorce Court in
21 Santa Clara goes by the name **Vanessa Marie Battaglia**. **Defendant**
22 **Vanessa Marie Mesi** as well when applying for credit goes by the name
23 **Vanessa Marie Battaglia** or in some cases **Vanessa Marie Reynolds** her
24 born name, Per the Department of Motor Vehicles Defendant goes by the
25
26
27
28

**Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie
Battaglia, aka Vanessa Marie Reynolds for Divorce - 4**

1 name **Vanessa Marie Battaglia** (See Exhibit "3" Drivers License). This
2 Court is required to take Note of the two different addresses Defendant has
3 used to file in this court, this is an attempt to confuse this court. **Defendant**
4 **Vanessa Marie Mesi** purported that Betty Mesi (Plaintiff Eric Thomas Mesi's
5 Mother) told a deputy Plaintiff Eric Thomas Mesi **did not** live at said
6 property 4500 Pencester Street, Las Vegas Nevada 89115, which is
7 absolutely untrue. Betty Mesi resides in Salinas California and has had no
8 contact with any deputies in Nevada, as Betty Mesi is 77 years old and
9 works four Car Dealerships delivering new automobiles and has no time for
10 any extra activities. **Defendant** Vanessa Marie Mesi has lied to this Court
11 regarding a restraining order placed on **Plaintiff** Eric Thomas Mesi. Plaintiff
12 Eric Thomas Mesi's SUV towed to a Dealership lying having the lease
13 ended, which Plaintiff Eric Thomas Mesi never signed. Hyundai Finance is
14 now collecting \$4,487.80 for cancelling an early term lease contract (See
15 Exhibit "4" Hyundai Early Term Lease Contract unsigned by Plaintiff). In
16 addition, **Defendant** Vanessa Marie Mesi has ordered \$1,500 worth of cell
17 phone equipment underneath an AT&T account of the **Plaintiff** Eric
18 Thomas Mesi (See Exhibit "5" AT&T bill).
19
20
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**Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie
Battaglia, aka Vanessa Marie Reynolds for Divorce - 5**

1
2
3
4
5 **DATED this Tuesday, June 18, 2019**
6
7

8 
9

10 **Eric Thomas Mesi**
11

12 **4500 Pencester**
13 **Las Vegas, Nevada 89115**
14 **775-980-7638**
15 **In Proper Person**
16
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28 **Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie**
Battaglia, aka Vanessa Marie Reynolds for Divorce - 6

Exhibit Cover Page

Exhibit "1" Divorce Proof of Service by Mail on **March 25th 2019** and by Sheriff
April 10th 2019 to Attorney Tricia Darby Bar #: **7956**.

Pages "6".

Exhibit "2" Defendant Vanessa Marie Mesi's Belongings

Pages "6".

Exhibit "3" Defendant Vanessa Marie Mesi's Drivers License under the name
Battaglia.

Pages "2".

Exhibit "4" Defendant Vanessa Marie Mesi towed the SUV to the Dealership
and illegally broke the Contact Early Term Lease Contract Breach.

Pages "25".

Exhibit "5" Defendant Vanessa Marie Mesi ordered new cell phones generating
this high AT&T Bill under Plaintiff's name.

Pages "3".

Exhibit "6" Vanessa Mesi proof of Bankruptcy.

Pages "2".

**Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie
Battaglia, aka Vanessa Marie Reynolds for Divorce - 7**

1 **VERIFICATION**

2 **STATE OF NEVADA)**

3
4 **) ss:**

5 **COUNTY OF CLARK)**

6
7
8 Under penalties or perjury, I declare that I am the Plaintiff in the
9 above-entitled action that I have the foregoing Complaint and know the
10 contents thereof, that the pleading is true of my own knowledge, except for
11 those matters therein contained stated upon information and belief, and
12 that as to those matters, I believe them to be true.
13
14

15
16
17 I declare under penalty of perjury under the law of the State of Nevada
18 that the foregoing is true and correct.
19

20 **DATED this Tuesday, June 18, 2019**

21
22 

23 **Eric Thomas Mesi**

24
25 **4500 Pencester**
26 **Las Vegas, Nevada 89115**
27 **775-980-7638**
28 **In Proper Person**

Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie
Battaglia, aka Vanessa Marie Reynolds for Divorce - 8

Exhibit “1”

Exhibit “1”

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

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

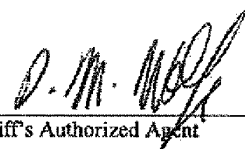
The document(s) served were: SUMMONS AND COMPLAINT FOR DIVORCE NO CHILDREN, JOINT PRELIMINARY INJUNCTION, REQUEST FOR ISSUANCE OF JOINT PRELIMINARY INJUNCTION, LETTER TO ATTORNEY WITH COPIES OF STATEMENTS (9 PAGES), SECONDARY FAMILY CAREGIVER APPROVAL LETTER (3 PAGES)

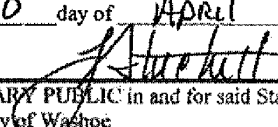
DARIN BALAAM, SHERIFF

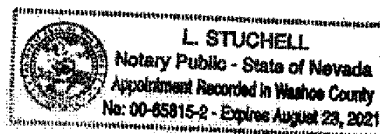
Clark County District Court

Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

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

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

Proof of Service by Certified Mail

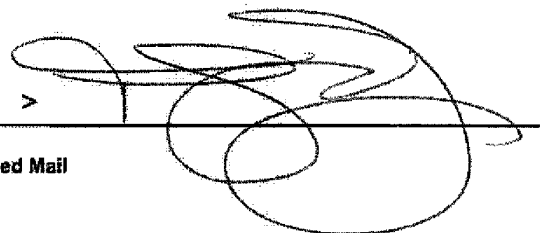
Billing Code: SysGen

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

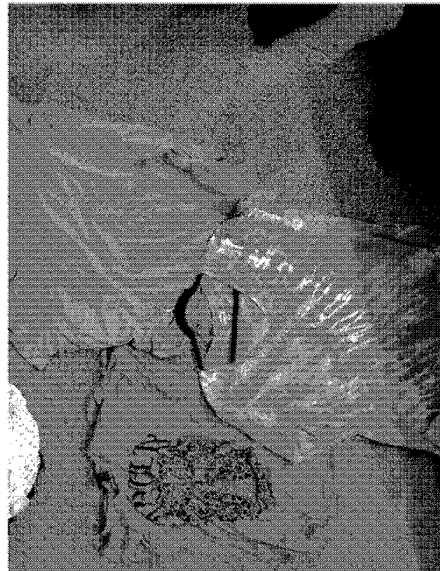
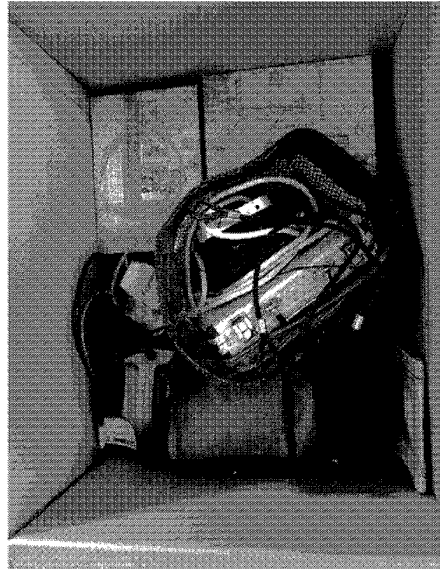
Billing Code: SysGen

Las Vegas Case# D-19-585846-D

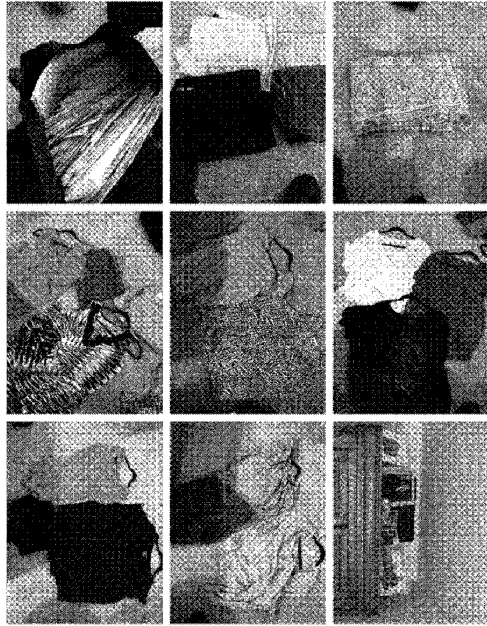
U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
RENO, NV 89519 OFFICIAL USE	
Postage \$7.50 Certified Fee \$2.80 Return Receipt Fee (Endorsement Required) ✓ \$0.00 Restricted Delivery Fee (Endorsement Required) \$0.00 \$1.15 Total Postage & Fees \$	0416 59 Postmark Here 03/25/2019
Sent To <i>Maria/Manuela Vanessa Marie Raltoschaka Vanessa Marie Raltoschaka Tricia</i> Street, Apt. No., or PO Box No. <i>4777 Caughlin Pkwy</i> City, State, ZIP+4 <i>Reno, NV 89519</i>	

Exhibit “2”

Exhibit “2”







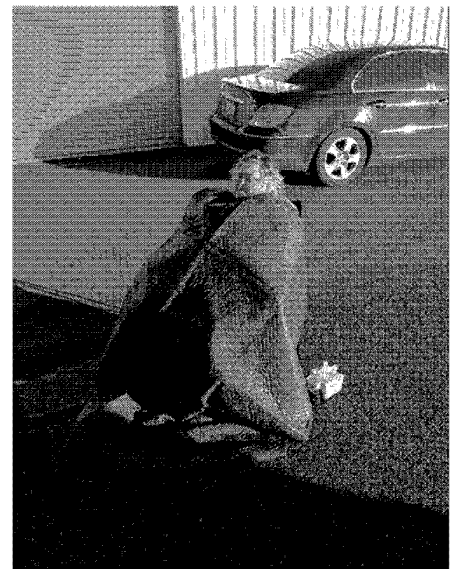
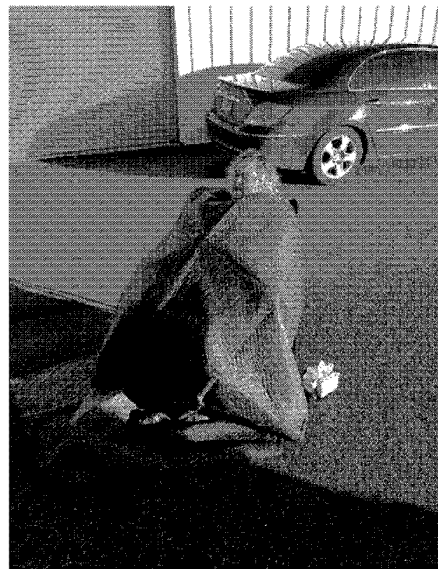
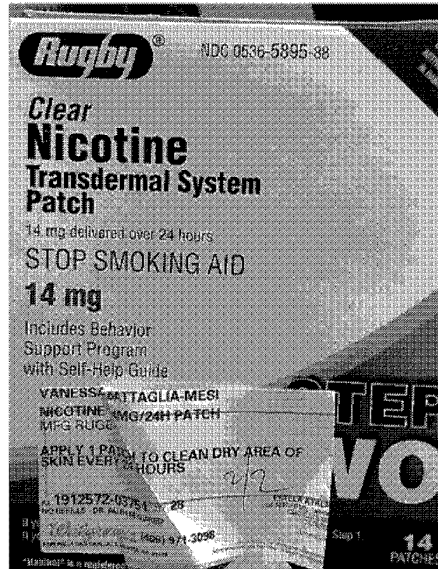
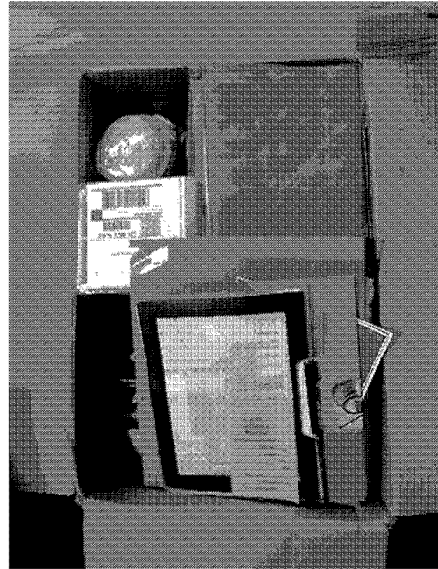




Exhibit “3”

Exhibit “3”

CALIFORNIA DRIVER LICENSE

DL **A9790556**

EXP **02/10/2018** CLASS **C**
END **NONE**

LN **BATTAGLIA**
FN **VANESSA MARIE**
986 COLUSA AVE
SUNNYVALE, CA 94085

DOR **02/10/1973**
RSTR **NONE** 02101973

SEX **F** HAIR **BLN** EYES **GRN**
HGT **5'-03"** WGT **280 LB**
DD **02/11/2013** 63242/BBFD/18 ISS **02/11/2013**

Vanessa Marie Battaglia

Exhibit “4”

Exhibit “4”

Eric Thomas Mesi
4500 Pencester ST.
Las Vegas Nevada 89115

Friday, June 07, 2019

HYUNDAI FINANCE
10550 TALBERT AV
FOUNTAIN VALLEY, CA 92708

Account Number: 1713733376

Dear HYUNDAI FINANCE:

I have contacted your office on several occasions and requested a returned call from a manager. I have called your office on several occasions stating "**I DID NOT**" sign or agree to cancel the said Lease Contract. Your office claims you will place a bad debt on my credit report because of the Cancellation of Contract, which is an incorrect mark by stating I cancelled a Contract that related to early term fees. Although I updated my address after the move, I have **NOT** received any notices from your office.

I require a SUV replacement as I am disabled and need to get to my doctor visits. Your office is hindering my medical health by stealing my transportation. I demand to be contacted by your Corporate Legal Office ASAP.

Sincerely,


Eric Thomas Mesi

Eric Thomas Mesi
4500 Pencester ST.
Las Vegas Nevada 89115

Sunday, June 02, 2019

HYUNDAI FINANCE
10550 TALBERT AV
FOUNTAIN VALLEY, CA 92708

Account Number: 1713733376

Dear HYUNDAI FINANCE:

I need an update on the fraudulent landing of my vehicle and where I stand. In 2018 my right eye retina tore and I had surgery to fuse the retina back on. After my move to 4500 Pencester ST., Las Vegas Nevada 89115 in February 2019 the left eye Gel separated, leaving both eyes with bad vision. My intention was to rent a U-Haul go to San Jose California to pick my belongings up and tow the vehicle to Las Vegas Nevada where I reside. I have not been able to see to drive that far (See Exhibit Doctors Letter).

I am now able to drive short distances to get to the doctor offices; does your office plan to replace my vehicle after this fraud occurrence? I logged in to my Hyundai Finance account and it says money is owed for some apparent reason. I reported to your office after my new address last December 2018, so far I have NOT received any bills from your office to my new address at 4500 Pencester ST., Las Vegas Nevada 89115.

Please update me of what is happening with my reported fraud.

Sincerely,


Eric Thomas Mesi

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



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



Vehicle Condition Report

OVERVIEW

VIN:	5NMZUDLB8HH021125	Odometer:	29,509
Make, Model & Year:	Hyundai Santa Fe Sport 2017	Inspection Date:	2019-03-05
Trim:	2.4L Auto AWD	Inspector:	8274
Exterior Color:	W7U - Marlin Blue	Inspector License #:	
Interior Color:	VYN - Beige	Inspection Type:	Dealer
		Address:	CAPITOL HYUNDAI
			1050 CAPITOL EXPRESSWAY AUTO MALL, SAN JOSE, CA, 95136

TIRES

Part	Tread Depth	Manufacturer	Size
Left Front	6/32	Kumho	235/65-17
Left Rear	7/32	Kumho	235/65-17
Right Rear	7/32	Kumho	235/65-17
Right Front	6/32	Kumho	235/65-17
Spare	10/32	other	Compact

INSPECTION NOTES

NON-CHARGEABLE WEAR AND USE

Part Description	Damage Type	Severity	Labor Operation	Labor Total	Paint Total	Part Cost	Total Charge
Hood	Dent/Paint Dmg	1/2" to 1"	document-only	\$0.00	\$0.00	\$0.00	\$0.00
LR Door	Dent/No Paint Dmg	1" to 2"	document-only	\$0.00	\$0.00	\$0.00	\$0.00

Total: \$0.00

CHARGEABLE WEAR AND USE

Part Description	Damage Type	Severity	Labor Operation	Labor Total	Paint Total	Part Cost	Total Charge
------------------	-------------	----------	-----------------	-------------	-------------	-----------	--------------

Total: \$0.00

Date: 3/5/19 2:41:23 PM

Lessee's Signature: Lessee Not Available

View your condition report online at: <https://ica.aiminspeak.com>



Vehicle Condition Report

OVERVIEW

VIN:	5NMZUDLB6HH021125	Odometer:	29,509
Make, Model & Year:	Hyundai Santa Fe Sport 2017	Inspection Date:	2019-03-05
Trim:	2.4L Auto AWD	Inspector:	8274
Exterior Color:	W7U - Marlin Blue	Inspector License #:	
Interior Color:	VYN - Beige	Inspection Type:	Dealer
		Address:	CAPITOL HYUNDAI
			1050 CAPITOL EXPRESSWAY AUTO MALL, SAN JOSE, CA, 95136

TIRES

Part	Tread Depth	Manufacturer	Size
Left Front	6/32	Kumho	235/65-17
Left Rear	7/32	Kumho	235/65-17
Right Rear	7/32	Kumho	235/65-17
Right Front	6/32	Kumho	235/65-17
Spare	10/32	other	Compact

INSPECTION NOTES

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LR Door	Dent/No Paint Dmg	1" to 2"	document-only	\$0.00	\$0.00	\$0.00	\$0.00

Total: \$0.00

CHARGEABLE WEAR AND USE

Part Description	Damage Type	Severity	Labor Operation	Labor Total	Paint Total	Part Cost	Total Charge
------------------	-------------	----------	-----------------	-------------	-------------	-----------	--------------

Total: \$0.00

Date: 3/5/19 2:41:23 PM

Lessee's Signature: Lessee Not Available

View your condition report online at: <https://hca.aiminspect.com>



Welcome, **ERIC MESI**
How can we help you today?
[LOG OUT](#)

[MY ACCOUNT](#)[PAYMENTS](#)[LEASE-END](#)[BUY OR LEASE](#)[VEHICLE
PROTECTION](#)[OFFERS](#)

Account Number

1713733376 [Add an Account](#)

MY ACCOUNT

[Summary](#)[Details](#)[Statements](#)[My Profile](#)[End-of-Term](#)[Account Summary](#) Your account is 31 day(s) past due[PAY YOUR BILL](#)

Vehicle Description	2017 HYUNDAI SANTA FE SPORT
Customer Name	ERIC MESI
Regular Payment Amount	\$365.00
Payment Due Date	04/15/2019
Past-Due Amount	\$281.47
Total Amount Due	\$4,487.80 CHECK PENDING PAYMENTS
Next Statement Date	03/28/2019

EMAIL ALERTS

Choose to find out when we've processed your payment, receive a due date reminder, and more, so you're always in the know.

[Sign up now](#)

YOUR DEALER

HANLEES FREMONT
HYUNDAI

Phone: 510-789-0800

Fax: 510-789-0878

43698 AUTO MALL CIRCLE

[OUR COMPANY](#) [CONTACT US](#) [FAQS](#) [CAREERS](#) [SITE MAP](#) [FIND A DEALER](#) [TERMS & CONDITIONS](#) [PRIVACY POLICY](#)

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Licensed by the Connecticut Department of Banking to do business in Connecticut under License Numbers SFC-1895, SFC-BCH-931395, SFC-BCH-20110 & SFC-BCH-931938. Expiration date: December 31, 2019.

^_Hyundai^_ Finance Alert: Payment Not Processed

From: Hyundai Motor Finance (HMFUSA@hmfusa.com)

To: ERIC.MESI@ATT.NET

Date: Friday, February 22, 2019, 6:06 AM PST



Your recent payment was not processed.

Dear Eric Mesi,

We were unable to process your recent payment of \$ 365.00 on your 2017 Hyundai Santa Fe Sport due to INSUFFICIENT FUNDS.

To make a payment now, please choose one of these options:

- Log into your online account at HMFUSA.com
- Call us at (800) 523-4030

If you think you've received this message in error or have any questions about your account, please log into your account to view your account summary or visit our FAQs page.

Account Ending In: **3376**

Amount: **\$ 365.00**

Payment Submitted Date: **02/15/2019**

Thank you for being a valued customer. We appreciate your business.

— Hyundai Finance

6/1/2019

AT&T Yahoo Mail - ^_Hyundai^_ Finance Alert: Payment Not Processed

Manage My Account

Pay My Bill

Never miss a payment.

Sign up for Autopay

Please print and retain a copy of this email for your records. Please note: This email was sent from a notification-only address that cannot receive incoming mail. Please do not reply to this message.

^_Hyundai^_ Finance Alert: Payment Not Processed

From: Hyundai Motor Finance (HMFUSA@hmfusa.com)

To: ERIC.MESI@ATT.NET

Date: Tuesday, February 26, 2019, 6:05 AM PST



Your recent payment was not processed.

Dear Eric Mesi,

We were unable to process your recent payment of \$ 365.00 on your 2017 Hyundai Santa Fe Sport due to NOT AUTHORIZED.

To make a payment now, please choose one of these options:

- Log into your online account at HMFUSA.com
- Call us at (800) 523-4030

If you think you've received this message in error or have any questions about your account, please log into your account to view your account summary or visit our FAQs page.

Account Ending In: **3376**

Amount: **\$ 365.00**

Payment Submitted Date: **02/12/2019**

Thank you for being a valued customer. We appreciate your business.

— Hyundai Finance

6/1/2019

AT&T Yahoo Mail - ^_Hyundai^_ Finance Alert: Payment Not Processed

Manage My Account

Pay My Bill

Never miss a payment.

Sign up for Autopay

Please print and retain a copy of this email for your records. Please note: This email was sent from a notification-only address that cannot receive incoming mail. Please do not reply to this message.

***Secure* RE: Customer Inquiry**

Ask HMF [HCA] <AskHMF@hcamerica.com>
05/01/2019 at 03:03 PM

From: Ask HMF [HCA] <AskHMF@hcamerica.com>
Sent: 05/01/2019 at 03:03 PM
To: eric.mesi@att.net
Cc:

Dear Eric,

Thank you for contacting Hyundai Motor Finance.

Due to the nature of your request, we are unable to assist you through email at this time. We apologize for any inconvenience this may cause.

Please contact our Lease-Maturity Servicing Team for assistance at 1-866-771-3663, Monday to Friday, 8 am to 6 pm CST.

If you require any additional information or assistance, please visit the [Frequently Asked Questions section of our website](#).

Sincerely,

Hyundai Motor Finance

Please print and retain a copy of this email for your records. Please note: This email message was sent from a notification-only address that cannot receive incoming email. Please do not reply to this message.

You are receiving this message because you have submitted an inquiry on HMFUSA.com.

From: Hyundai Motor Finance [mailto:DoNotReply@HMFUSA.com]
Sent: Wednesday, May 01, 2019 8:52 AM
To: Ask HMF [HCA] <AskHMF@hcamerica.com>
Subject: HMF: Customer Inquiry

Date: 5/1/2019 7:52:22 AM

First Name: Eric

Last Name: Mesi

Email Address: eric.mesi@att.net

Phone Number: (775) 980-7638

Date of Birth: 9/9/1963

Account Number: 1713733376

Topic: Billing Statement

Message: I would like to know what your office did with my SUV? I lost my eyesight for several months I am still recovering. I am the registered owner, no one else has the rights to do anything with the vehicle. I have received nothing in the mail according to my family that reads and gets my mail. In December I updated my new address with your office 4500 Pencester ST. Las Vegas Nevada 89115. Since then nothing has come in the mail regarding my SUV.

The information in this email and any attachments are for the sole use of the intended recipient and may contain privileged and confidential information. If you are not the intended recipient, any use, disclosure, copying or distribution of this message or attachment is strictly prohibited. We have taken precautions to minimize the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this message. We cannot accept liability for any loss or damage caused by software viruses. If you believe that you have received this email in error, please contact the sender immediately and delete the email and all of its attachments.

Return Receipt

From: Gus VanVlimmeren (Gus.VanVlimmeren@dgdg.com)

To: eric.mesi@att.net

Date: Monday, February 18, 2019, 1:02 PM PST

Here is the return receipt

Gus VanVlimmeren

General Sales Manager

Capitol Hyundai | Capitol Genesis

Gus.VanVlimmeren@dgdg.com | DGDG.com

o (408) 445-1500



Mesi Receipt.pdf

4.3kB

VEHICLE RETURN RECEIPT

HMF VEHICLE RETURN RECEIPT AND ODOMETER STATEMENT

LESSEE AND TURN-IN INFORMATION

ACCOUNT #: 171373****

LESSEE ERIC ****

DAYTIME PHONE: 408409****

VIN: 5NMZUDLB8HH021125

LICENSE PLATE NO AND STATE:

DATE TURN-IN COMPLETED: 02/16/2019

DATE TURNED IN: 02/16/2019

YEAR/MAKE/MODEL/BODY TYPE: 2017 HYUNDAI SANTA FE

DEALERSHIP/RECEIVING POINT

HMF DEALER #: CA304

NAME: CAPITOL HYUNDAI

ADDRESS: 1050 CAPITOL EXPRESSWAY AUTO MALL

CITY: SAN JOSE STATE: CA ZIP CODE: 95136

PHONE: 4084451500

REPRESENTATIVE: VERNON TARA

OF KEYS: 1

OF KEYLESS REMOTES: 1

NEW VIN:

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that the LESSEE disclose the mileage to the lessor in connection with the transfer of ownership. Failure to complete or making a false statement may result in fine and/or imprisonment. Complete disclosure form below and return to lessor .

I ERIC MESI , (name of person making disclosure), state that the odometer now reads 29509 (no tenths) miles, and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ I hereby certify that, to the best of my knowledge, the odometer reading reflects the amount of mileage IN EXCESS of its mechanical limits.
- ☐ I hereby certify that the odometer reading is NOT the actual mileage of the vehicle.

LESSEE'S SIGNATURE

- Date: 02/16/2019

LESSEE's NAME: ERIC ****

LESSEE's ADDRESS: *****MISSION ST

CITY: SAN JOSE

STATE: CA ZIP CODE: 95112

LESSOR's NAME: Hyundai Motor Finance

LESSOR's ADDRESS: P.O BOX 20829

CITY: Fountain Valley

STATE: CA ZIP CODE: 92728

Lessor's name & title

Lessor's Signature

Date completed Disclosure form sent to lessee:

Date completed Disclosure form received from lessee:

HMF VEHICLE RETURN RECEIPT AND ODOMETER STATEMENT

By signing below, the DEALER confirms that the vehicle was received, on the date indicated.

DEALER - Date: 02/16/2019

IMPORTANT: THE LESSEE MUST SIGN THIS REPORT AND RECEIVE A COPY AT TIME OF VEHICLE RETURN.

**HYUNDAI****California Motor Vehicle Lease Agreement****HYUNDAI
FINANCE**

DEAL# 130092

Lease Date: 05/15/2017

Call us toll-free at (800) 523-403

1. PARTIES AND VEHICLE DESCRIPTIONS

LESSEE:		LESSOR (Dealer):	
Lessee:	<u>ERIC MEST</u>	Dealer:	<u>HANLEES FREMONT HYUNDAI</u>
Billing Address:	<u>260 E MISSION ST</u>	Address:	<u>42600 AUTOMALL CIRCLE</u>
	Address		Street Address
	<u>SAN JOSE CA 95117</u>		<u>FREMONT, CA 94538</u>
	City State Zip		City State Zip
CO-LESSEE:		GARAGING ADDRESS:	
Co-Lessee:	<u>N/A</u>	<input type="checkbox"/> Check box if same as Lessee's Billing Address	
Billing Address:	<input type="checkbox"/> Check box if same as Lessee	<input type="checkbox"/> Check box if same as Co-Lessee's Billing Address	
	Address		(Street Address - No P.O. Boxes)
	<u>N/A</u>		<u>N/A</u>
	City State Zip		City State Zip
LEASED VEHICLE:		DESCRIPTION OF TRADE-IN VEHICLE:	
<input type="checkbox"/> New <input type="checkbox"/> Used		Year	<u>2010</u> Make <u>CMC</u> Model <u>FERRARI</u>
Year	<u>2017</u> Make <u>HYUNDAI</u> Model <u>SANTA FE</u>	Gross Agreed Upon Trade-in Allowance	\$ <u>10688.00</u>
Odometer	<u>150</u> VIN: <u>5NM2UDL8BHHC21125</u>	Outstanding Prior Credit or Lease Balance	
<input type="checkbox"/> If checked, the Vehicle's primary intended use is for a Business, Commercial or Agricultural purpose.		(To Be Paid by Dealer/Lessor)	\$ <u>9888.00</u>
		Net Trade-in Allowance (if less than 0, then enter 0)	\$ <u>1000.00</u>

Lessee and Co-Lessee ("you," "your" and together the "Lessee") each agree to lease the Leased Vehicle described above, including all equipment, parts and accessories (the "Vehicle") from Lessor ("we," "us" and "our") according to the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). Each of you who executes this Lease will be individually liable to us for all Lease obligations and for the entire amount owing under this Lease. After you sign this Lease, we will assign it to Hyundai Lease Titling Trust ("HLTT") and the terms "Assignee," "we," "us" and "our" will refer to HLTT and its agents or to any subsequent assignee.

FEDERAL CONSUMER LEASING ACT DISCLOSURES

2. AMOUNT DUE AT LEASE SIGNING OR DELIVERY (Itemized below)*	3. MONTHLY PAYMENTS A. Your first Monthly Payment of \$ <u>365.00</u> is due on <u>05/15/2017</u> followed by <u>35</u> payments of \$ <u>365.00</u> due on the <u>14TH</u> of each month, beginning on <u>06/14/2017</u> . B. The Total of your Monthly Payments is \$ <u>13140.00</u> .	4. OTHER CHARGES (Not part of your Monthly Payment) A. Turn-in Fee (if you do not purchase the Vehicle)\$ <u>400.00</u> B. <u>N/A</u>\$ <u>N/A</u> C. Total\$ <u>400.00</u>	5. TOTAL OF PAYMENTS (The amount you will have paid by the end of the Lease) \$ <u>20275.83</u>
\$ <u>7100.83</u>	\$ <u>13140.00</u>	\$ <u>400.00</u>	

6. ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY

A. Amount Due at Lease Signing or Delivery:	B. How the Amount Due at Lease Signing or Delivery will Be Paid:
(1) Capitalized Cost Reduction\$ <u>5750.00</u>	(1) Net Trade-in Allowance\$ <u>1000.00</u>
(2) Tax on Capitalized Cost Reduction\$ <u>531.83</u>	(2) Rebates and Noncash Credits\$ <u>4750.00</u>
(3) First Monthly Payment\$ <u>365.00</u>	(3) Amount to Be Paid in Cash\$ <u>1350.83</u>
(4) Refundable Security Deposit\$ <u>N/A</u>	(4) <u>N/A</u>\$ <u>N/A</u>
(5) Acquisition Fee\$ <u>N/A</u>	
(6) Initial License, Title and Registration Fees\$ <u>320.00</u>	
(7) Sales/Use Tax\$ <u>7.20</u>	
(8) Document Processing Fee (Not a Gov't. Fee)\$ <u>88.00</u>	
(9) California Tire Fees\$ <u>8.75</u>	
(10) Electronic Registration Fee (Not a Gov't. Fee)\$ <u>20.00</u>	
(11) <u>N/A</u>\$ <u>N/A</u>	
(12) <u>N/A</u>\$ <u>N/A</u>	
(13) <u>N/A</u>\$ <u>N/A</u>	
(14) TOTAL\$ <u>7100.83</u>	(5) TOTAL\$ <u>7100.83</u>

7. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW

A. Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ <u>31,200.00</u>) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance)\$ <u>32496.07</u>
B. Capitalized Cost Reduction. The amount of any Net Trade-in Allowance, Rebate, Noncash Credit, or Cash you pay that reduces the Gross Capitalized Cost\$ <u>5750.00</u>
C. Adjusted Capitalized Cost. The amount used in calculating your Base Monthly Payment= \$ <u>26746.07</u>

that reduces the Gross Capitalized Cost.....	- \$	5750.00
C. Adjusted Capitalized Cost. The amount used in calculating your Base Monthly Payment.....	= \$	26746.07
D. Residual Value. The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment.....	- \$	12202.30
E. Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term.....	= \$	9543.77
F. Rent Charge. The amount charged in addition to the Depreciation and any Amortized Amounts.....	+ \$	2483.83
G. Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge.....	= \$	12027.60
H. Lease Payments. The number of payments in your Lease.....	+	36
I. Base Monthly Payment	= \$	334.10
J. Monthly Sales/Use Tax	+ \$	30.90
K. Other (specify): <u>N/A</u>	+ \$	N/A
L. Total Monthly Payment	= \$	365.00

EARLY TERMINATION. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

8. EXCESS WEAR AND USE

You may be charged for excess wear based on our standards for normal use and for mileage in excess of 15,000 miles per year (prorated based on the number of months in the Lease Term) at the rate of 20 ¢ per mile. No rebate or credit will be paid to you if the mileage is less than the specified amount.

☐ If this box is checked, you have purchased an additional N/A miles per year (prorated based on the number of months in the Lease Term), at 15¢ per mile, which is included in your Monthly Payment. No rebate or credit will be paid to you if the end of term mileage is less than the specified amount.

9. PURCHASE OPTION AT END OF LEASE TERM

You have an option to purchase the Vehicle from us at the scheduled end of the Lease Term, **AS IS, WHERE IS**, from us or a party we designate (See Section 23), for the Residual Value on line 7D above ("Purchase Price") plus a Purchase Option Fee of \$ 0.00. If you purchase the Vehicle through the originating Dealer (named in Section 1 above), instead of the Purchase Option Fee, you will pay a fee to such Dealer in the amount of \$ 0.00. You are also responsible for any official fees, such as those for taxes, tags, license and registration. Please see Section 23 on the back of this Lease for additional terms and conditions.

10. OTHER IMPORTANT TERMS

See both sides of this Lease for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

11. ITEMIZATION OF GROSS CAPITALIZED COST

A. Agreed Upon Value of Vehicle as equipped at the time of Lease signing.....	\$	31901.07
B. Accessories and optional equipment Lessor agrees to add to the Vehicle after Lease signing.....	\$	N/A
(1) <u>N/A</u>	+	\$ N/A
(2) <u>N/A</u>	+	\$ N/A
(3) <u>N/A</u>	+	\$ N/A
(4) <u>N/A</u>	+	\$ N/A
C. Total Agreed Upon Value of Vehicle.....	\$	31901.07
D. Taxes.....	\$	N/A
E. Initial Vehicle Title, License and Registration Fees.....	\$	N/A
F. Document Processing Fee (Not a Gov't. Fee).....	\$	N/A
G. Outstanding Prior Credit or Lease Balance on Trade-in Vehicle (if paid by Lessor).....	\$	N/A
H. Electronic Registration Fee (Not a Gov't. Fee).....	\$	N/A
I. Optional Service Contract.....	\$	N/A
J. Optional Excess Wear & Use Coverage.....	\$	N/A
K. California Tire Fees.....	\$	N/A
L. Acquisition Fee.....	\$	505.00
M. Other (describe) <u>N/A</u>	\$	N/A
N. Other (describe) <u>N/A</u>	\$	N/A
O. Total = Gross Capitalized Cost	\$	32406.07

12. TERM AND SCHEDULED MATURITY DATE

The Lease Term is 36 months ("Lease Term").
Scheduled Maturity Date: 05/15/2020

13. OPTIONAL INSURANCE AND OTHER PRODUCTS

You do not have to purchase any optional protection products or services listed below to enter into this Lease, and they are not a factor in our credit decision to lease the Vehicle to you. If you have initialed below, it means you want the described product/service and have reviewed the separate contract for the product/service(s) which describes its terms and conditions. Coverage under any of the product(s)/service(s) you have purchased itemized below may be subject to approval by the provider of

14. ESTIMATED OFFICIAL FEES AND TAXES

The total estimated amount you will pay for official and license fees, registration, title and taxes (including personal property taxes) over the Lease Term, whether included with your Monthly Payment or assessed otherwise, is \$ 2847.23. The actual total of fees and taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed.

15. WARRANTIES

If the Vehicle is new, the Vehicle is covered by the manufacturer's standard new car warranty. If the Vehicle is not new, there is no express warranty on the Vehicle unless indicated below:

- ☐ Used vehicle limited warranty provided by the manufacturer.
☐ Remainder of standard new vehicle limited warranty provided by the manufacturer.

LESSOR LEASES THE VEHICLE TO YOU "AS IS." EXCEPT AS PROVIDED IN THIS LEASE (AND UNLESS PROHIBITED BY LAW), WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE VEHICLE'S (OR ANY OF ITS PARTS OR ACCESSORIES) CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER.

16. INSURANCE VERIFICATION

You must maintain the insurance coverage described in Section 20A of this Lease. You affirm that the following insurance coverage is in force as of the Lease Date:

Insurance Provider: ALL STATE INS
Policy Number: 937844303
Effective Date: 03/10/20 Expiration Date: 09/10/2017
Agent's Name: ALL STATE INS.
Agent's Address: PO Box 660598
Agent's Phone Number: 877 810 2920
Initials of Dealer Employee who verified insurance coverage X CA.

☐ Optional Excess Wear and Use Waiver Price: \$ N/A

Provider N/A Term (in Months or Years) N/A Lessee N/A Co-Lessee N/A
Initials

Other: N/A Premium/Price: \$ N/A
Product Description

Provider N/A Term (in Months or Years) N/A Lessee N/A Co-Lessee N/A
Initials

☐ Other: N/A Premium/Price: \$ N/A
Product Description

Provider N/A Term (in Months or Years) N/A Lessee N/A Co-Lessee N/A
Initials

term(s) of this Lease without your signature upon written notice to you or the modified term(s), if the modified term(s) are at least as favorable to you as the existing terms of this Lease. Your failure to object within 10 days after we send you a modification notice shall be deemed your consent to the modified term(s). No other oral changes are binding.

Lessee Signature X [Signature]

Co-Lessee Signature X N/A

This box is for trade-in, turn-in and other individualized agreements between Lessor (Dealer) and Lessee. If none, enter "None" or "N/A." Assignee is not obligated for agreements disclosed here.

NONE

BY SIGNING BELOW, YOU AGREE THAT HYUNDAI MOTOR FINANCE MAY OBTAIN ONE OR MORE CREDIT REPORTS OR OTHER CONSUMER REPORTS ABOUT YOU FOR USE IN CONNECTION WITH ATTEMPTING TO COLLECT AMOUNTS OWED UNDER THIS LEASE, ENFORCING THIS LEASE OR SELECTING YOU TO RECEIVE MARKETING SOLICITATIONS FOR FUTURE RETAIL FINANCING OR LEASE PROGRAMS.

You have the right to return the Vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by you.

(1) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this Lease; (3) WARNING - Unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

THERE IS NO COOLING OFF PERIOD

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this Lease simply because you change your mind, decided the Vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this Lease only with the agreement of the Lessor or for legal cause, such as fraud.

By signing below, you acknowledge that: (1) you have read the entire Lease, (2) you agree to all of the terms of this Lease, and (3) this is a lease and you have no ownership rights in the Vehicle unless and until you exercise your option to purchase the Vehicle set forth in this Lease.

By signing below, you acknowledge that you have received a completely filled-in copy of this Lease

A. INDIVIDUAL LESSEE SIGNATURE(S)

Lessee Signature: X [Signature] Co-Lessee Signature: X N/A
Name: ERIC MESI Name: N/A

B. BUSINESS LESSEE SIGNATURE

Signature: X N/A Name: N/A Title: N/A

C. LESSOR SIGNATURE AND ASSIGNMENT. The authorized signature of the Lessor below has the effect of: (1) accepting the terms and conditions of this Lease; (2) acknowledging verification of the Lessee's insurance coverage required by this Lease; and (3) assigning to Hyundai Lease Filing Trust, P.O. Box 20829, Fountain Valley, CA 92728-0829 or its successors and assigns all of its right, title and interest in and to this Lease, the proceeds of this Lease and the Vehicle, according to the terms and conditions of the Dealer Lease Sale Agreement between Hyundai Capital America and the Lessor.

Authorized Signature: X [Signature] Name: HANFEES FREMONT HYUNDAI Title: [Signature]

AutoPay Authorization

I authorize Hyundai Capital America dba Hyundai Motor Finance ("HMF") to initiate monthly Automated Clearing House (ACH) debit entries (and, if necessary, other debit or credit entries to correct errors) to the deposit account listed below (the "Account") on the payment due date specified in my motor vehicle lease (the "Lease"), each in the amount of the monthly payment specified in the Lease plus any applicable sales, use, rental or other taxes and any other charges due under the Lease and reflected on the most recent monthly statement. I agree that I will remain responsible for arranging payments due under the Lease until HMF confirms that it has initiated AutoPay, which may take up to two billing cycles. This authorization shall remain in effect, and HMF will continue to charge my Account, until I revoke my authorization by calling HMF's Customer Service Department at (800) 523-4030 at least 3 business days prior to the next scheduled payment due date to avoid further charges. I understand that when I revoke this authorization I will be responsible for scheduling and making all subsequent payments to HMF when due under the Lease. In addition, if funds are not available when HMF attempts to charge my Account, I will be responsible for arranging alternative payment to HMF and agree to pay HMF any late charges due under the Lease as well as any returned check, processing or insufficient funds fees as set forth in the Lease. Except to the extent imposed by applicable law, HMF shall have no liability to me with respect to a debit against the Account which is drawn in an incorrect amount or drawn after I have revoked authorization for AutoPay, other than the responsibility to correct any error. I represent to HMF that I am the holder of the Account or am authorized to make payments from the Account. I acknowledge that I received a copy of this authorization for my records.

Bank Name N/A Name of Account Holder 1 N/A Date N/A Name of Account Holder 2 N/A Date N/A
Bank Account Number N/A Signature of Account Holder 1 N/A Signature of Account Holder 2 N/A
Bank Routing Number (9 digits) N/A Account Holder Email Address N/A
Account Type (Checking, Savings or Money Market) N/A


☐ Attached is a copy of a cancelled check



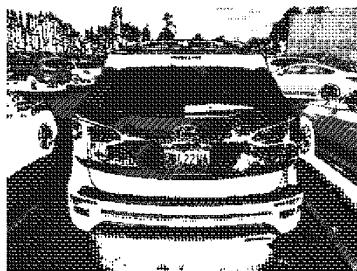
Hello, ERIC!

Overview

2017 HYUNDAI Santa Fe Sport
VIN: 5NMZUDLB8HH021125

Inspection Date: March 5, 2019
Status:  Completed

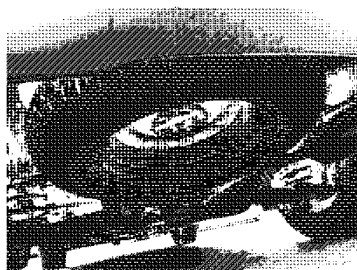
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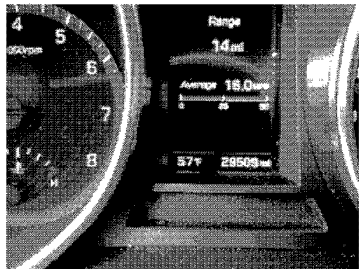
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Front interior



Other-1



Odometer



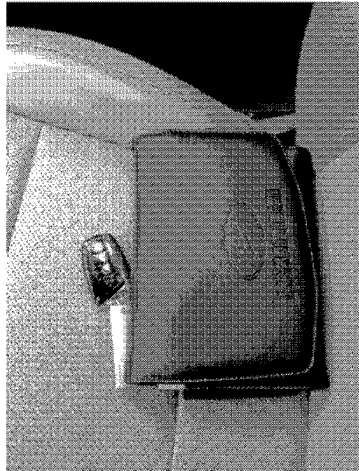
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RR Interior



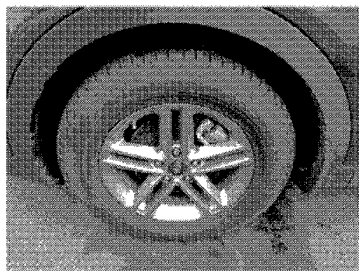
Cargo



6/14/2019

Lessee Self Schedule

Key/CD/Manual



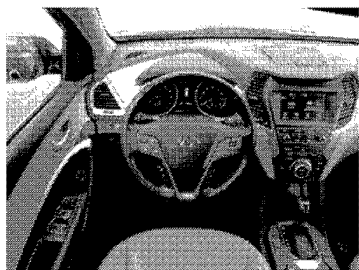
Wheel



Front



Right rear corner



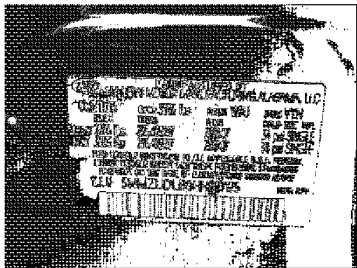
Dash



Right Front Corner



Left front corner



VIN/ID Manufacturer label

[Privacy Policy](#) | [Terms of Service](#) | [Contact Us](#) (/contact-us)

© 2019 Alliance Inspection Management



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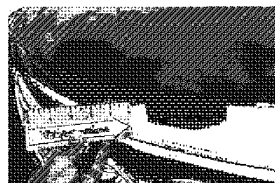
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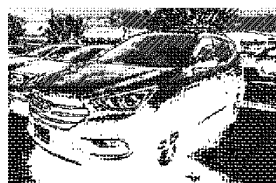
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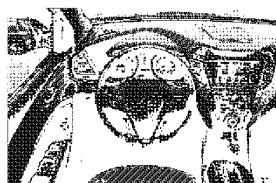
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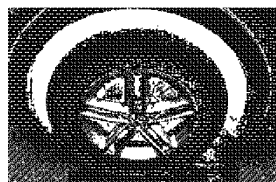
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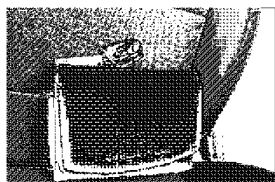
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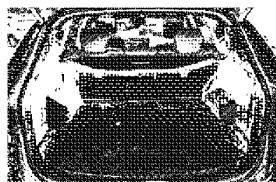
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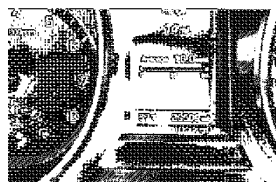
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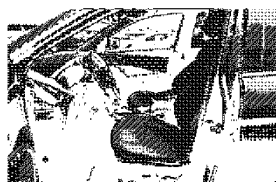
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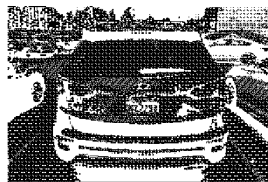
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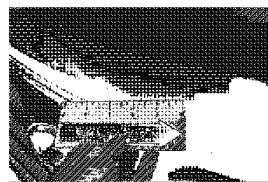
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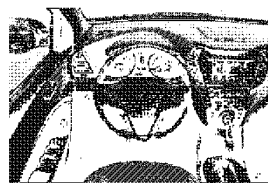
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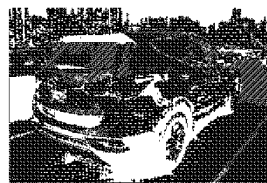
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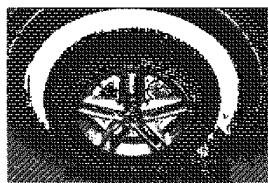
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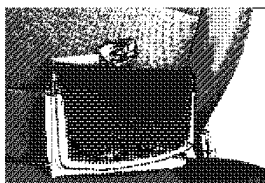
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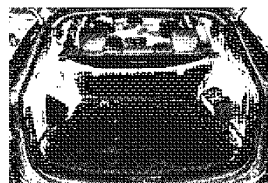
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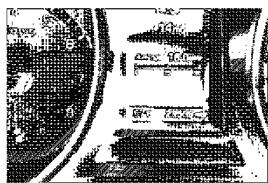
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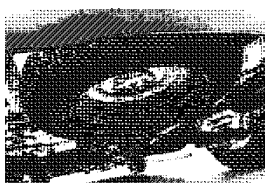
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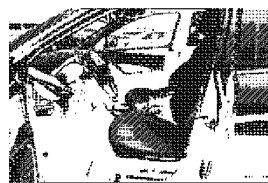
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Exhibit “5”

Exhibit “5”



ERIC MESI
4500 PENCESTER ST
LAS VEGAS, NV 89115-3306

Page: 1 of 2
Issue Date: May 17, 2019
Account Number: 436077824024
Foundation Account: 00066096

Account summary

Your last bill \$1,443.15

Past due - please pay immediately \$1,443.15

Total due \$1,443.15

Total due

\$1,443.15


Due immediately: \$1,443.15

Due Jun 08, 2019: \$0.00

Ways to pay and manage your account:

 att.com/myatt

 **myAT&T app**
iPhone and Android

 **Call 611**
or text *Pay
from AT&T device

800.331.0500
TTY: 866.241.6567
from any other phone



Page: 2 of 2
Issue Date: May 17, 2019
Account Number: 436077824024
Foundation Account: 00066096

Important information

Late payment charge

The late payment charge for consumer and Individual Responsibility User (IRU) bills not paid in full by the payment due date is \$5.75.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically.

Surcharges and other fees

In addition to the monthly rate plan for mobile service and mandatory taxes and fees imposed by federal, state, and local governments on wireless subscribers, AT&T imposes additional charges on a per line basis, including federal and state universal service charges, a Regulatory Cost Recovery Charge of up to \$1.25, an Administrative Fee and other surcharges. See att.com/additionalcharges for details.

AT&T Mobility Center for customers with disabilities

Questions on accessibility by persons with disabilities: 866.241.6568.

Written correspondence

Do not send notes/letters with payment. We cannot guarantee receipt. Send notes/letters to AT&T, P.O. Box 10330, Fort Wayne, IN 46851-0330.

Wireless DirectBill charges

Detail of DirectBill charges can be viewed at att.com/directbill. The direct billing option offers you the ability to purchase content, goods and features such as apps, games, donations, and services from AT&T and other companies by applying charges to your wireless account.

Tax ID

AT&T Mobility Tax ID 84-1659970

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Exhibit “6”

Exhibit “6”

United States Bankruptcy Court
District of Nevada

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 05/19/2016 at 11:03 AM and filed on 05/19/2016.

VANESSA M. MESI
6865 QUANTUM CT.
SPARKS, NV 89436
SSN / ITIN: xxx-xx-4681
aka VANESSA M. BATTAGLIA-MESI



The bankruptcy trustee is:

WILLIAM A. VAN METER

POB 6630
RENO, NV 89513
(775) 324-2500

The case was assigned case number 16-50642-gwz to Judge GREGG W ZIVE.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.nvb.uscourts.gov> or at the Clerk's Office, 300 Booth Street, Reno, NV 89509.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Mary A. Schott
Clerk, U.S. Bankruptcy
Court



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

6
7
8 **DISTRICT COURT - FAMILY DIVISION**
9 **CLARK COUNTY, NEVADA**
10

11 **Eric Thomas Mesi,**
12
13 **Plaintiff (Appellant),**
14
15 **vs.**

16 **Vanessa Marie Mesi aka Vanessa**
17 **Marie Battaglia, aka Vanessa**
18 **Marie Reynolds,**
19 **Defendant (Appellee),**
20

CASE NO.: D-19-585846-D

DEPT.: G

REQUEST FOR TRANSCRIPT OF
PROCEEDINGS

21
22
23
24 **REQUEST FOR TRANSCRIPT OF PROCEEDINGS**
25

26 TO: Honorable Judge Rhonda K. Forsberg Appellant requests preparation
27 of a transcript of the proceedings before the district court, as follows:

28 **Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie**
Battaglia, aka Vanessa Marie Reynolds for Divorce - 1

1
2 The meeting of transcripts between the Honorable Judge Rhonda K.
3 Forsberg (in the District Nevada Court) and Honorable Judge Jose S.
4 Franco (From the California Family Court), in addition an explanation why
5 Plaintiff Eric Thomas Mesi was not informed to attend. In addition; complete
6 case transcripts for all dates:
7
8

9
10
11 The specific dated transcripts on June 19th 2019 are being:
12
13

14 1. Number of copies required are three, one mailed to 4500 Pencester
15 ST., Las Vegas Nevada 89115 and the other two to The Supreme
16 Court of Nevada at 408 East Clark Avenue, Las Vegas, Nevada,
17 89101-4088
18

19
20
21 2. (702) 486-9300 (or efiled to the Supreme Court of Nevada):
22
23

24 3. I hereby certify that on Thursday, June 20, 2019 I ordered the
25 transcript(s)
26
27

28 **Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie
Battaglia, aka Vanessa Marie Reynolds for Divorce - 2**

1 4. Listed above from the court and Honorable Judge Rhonda K.
2 Forsberg named above, and which is free of cost based on the
3
4 granted Order to Proceed In Forma Pauperis on March, 13th 2019.
5
6
7

8 **DATED this Thursday, June 20, 2019**
9
10
11

12 

13 **Eric Thomas Mesi**
14

15 **4500 Pencester**
16 **Las Vegas, Nevada 89115**
17 **775-980-7638**
18 **In Proper Person**
19
20
21
22
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24
25
26
27

28 **Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie**
Battaglia, aka Vanessa Marie Reynolds for Divorce - 3



1 ASTA

2
3
4
5
6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
7 **STATE OF NEVADA IN AND FOR**
8 **THE COUNTY OF CLARK**

9 ERIC THOMAS MESI,

10 Plaintiff(s)

11 vs.

12
13 VANESSA MARIE MESI aka VANESSA MARIE
14 REYNOLDS,

15 Defendant(s),

Case No: D-19-585846-D

Dept No: G

16
17 **CASE APPEAL STATEMENT**

18 1. Appellant(s): Eric Thomas Mesi

19 2. Judge: Rhonda K. Forsberg

20 3. Appellant(s): Eric Thomas Mesi

21 Counsel:

22
23 Eric Thomas Mesi
24 4500 Pencester
25 Las Vegas, NV 89115

26 4. Respondent (s): Vanessa Marie Mesi aka Vanessa Marie Reynolds

27 Counsel:

28 Vanessa Marie Battaglia
260 E. Mission St.

San Jose, CA 95112

5. Appellant(s)'s Attorney Licensed in Nevada: N/A
Permission Granted: N/A

Respondent(s)'s Attorney Licensed in Nevada: No
Permission Granted: N/A

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis: Yes, March 13, 2019

Appellant Filed Application to Proceed in Forma Pauperis: N/A
Date Application(s) filed: N/A

9. Date Commenced in District Court: March 13, 2019

10. Brief Description of the Nature of the Action: DOMESTIC - Marriage Dissolution

Type of Judgment or Order Being Appealed: Judgment

11. Previous Appeal: No

Supreme Court Docket Number(s): N/A

12. Case involves Child Custody and/or Visitation: N/A
Appeal involves Child Custody and/or Visitation: N/A

13. Possibility of Settlement: Unknown

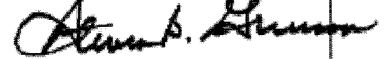
Dated This 1 day of July 2019.

Steven D. Grierson, Clerk of the Court

/s/ Heather Ungermann

Heather Ungermann, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Eric Thomas Mesi



1 ORDR

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4 ****

5 Eric Thomas Mesi, Plaintiff
6 vs.
7 Vanessa Marie Mesi, Defendant

Case No.: D-19-585846-D
Department G

8 **ORDER AFTER HEARING**

9
10 **THIS MATTER** was heard before the Court on June 19, 2019 at 8:30 A.M. on
11 a Telephonic Conference with the Santa Clara County Family Court. Plaintiff Eric Mesi
12 (hereinafter "Plaintiff"), not present and in proper person, and Defendant Vanessa Mesi,
13 (hereinafter, "Defendant"), not present and in proper person. This Court, having spoken to
14 the Honorable Jose S. Franco, Superior Court of California, County of Santa Clara, and
15 having read the related papers and pleadings on file herein, and with good cause
16 appearing;
17

18 **THE COURT NOTES** that minutes orders on May 1, 2019, May 6, 2019, and
19 June 3, 2019 were issued in this matter striking three (3) of Plaintiff's filed Decree of
20 Divorces because none of them were signed by the Court.
21

22 **THE COURT FURTHER NOTES** that the Court sent Plaintiff three (3)
23 memorandums returning his submitted Decrees of Divorce unsigned for various reasons.

24 In a memorandum dated May 9, 2019, the Court returned Plaintiff's proposed
25 Decree of Divorce and told Plaintiff that he had not obtained a proper Default, had not
26 filed a Request for Summary Disposition, had not filed an Affidavit in Support of Request
27

1 of Summary Disposition, and that the provisions contained in the filed Complaint and
2 proposed Decree did not match.

3 In a memorandum dated May 21, 2019, the Court told Plaintiff again that a
4 proper Default had still not been filed in this matter.

5 In a June 12, 2019 memorandum, after receiving at minimum three (3)
6 additional submitted Decrees of Divorce, the Court stated that none of the Decrees of
7 Divorce would be signed at that time and that the Court has been made aware of a possible
8 California case due to Defendant filing a Declaration to Inform the Court of the same. The
9 Court further stated in that memorandum that a UCCJEA Conference would be held with
10 the California Court to properly address the matter.

11
12 **THE COURT FURTHER NOTES** that during the June 19, 2019 hearing, the
13 Court reviewed the history of the case and the pleadings on file. Judge Franco and this
14 Court engaged in a discussion regarding the First to File Rule. The Courts NOTED that
15 Plaintiff filed his Complaint for Divorce in Nevada on March 13, 2019; however,
16 Defendant filed her Complaint for Divorce in Case # 19 FL 0002677 with the California
17 Court on January 23, 2019. The Courts NOTED that neither party had effectuated service
18 as of June 19, 2019. The Courts further NOTED Defendant filed for a Restraining Order
19 in California ten (10) days after filing for Divorce.
20

21 Judge Franco indicated that due to Defendant's inability to serve Plaintiff the
22 Santa Clara Court allowed Defendant to serve Plaintiff by mail. Judge Franco further
23 indicated that upon service by mail Plaintiff filed an Objection with the California Courts
24 regarding jurisdiction.
25
26
27
28

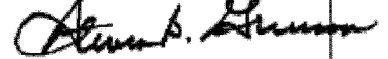
1 This Court advised Judge Franco that Nevada is inclined to dismiss Plaintiff's
2 action and defer jurisdiction to California under the First to File Rule. This Court NOTED
3 Plaintiff served Defendant through her Bankruptcy Attorney in Washoe County, but
4 Defendant's bankruptcy attorney does not represent Defendant in her divorce case; thus,
5 service upon Defendant's bankruptcy attorney is not proper.
6

7 **NOW, THEREFORE,**

8 **IT IS HEREBY ORDERED, ADJUDGED, and DECREED** that D-19-
9 585846-D shall be DISMISSED pursuant to the First to File Rule, as Plaintiff filed the
10 instant action on March 13, 2019 and Defendant filed her action in Santa Clara County,
11 Case # 19 FL 0002677, on January 23, 2019. Jurisdiction is DEFERRED to California and
12 the parties' case will proceed in the Superior Court of California, County of Santa Clara.
13

14 **DATED** this 12th day of July, 2019.

15 
16 DISTRICT JUDGE
17 DEPARTMENT G
18
19
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25
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27
28



1 ORDR

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4 ****

5 Eric Thomas Mesi, Plaintiff
6 vs.
7 Vanessa Marie Mesi, Defendant

Case No.: D-19-585846-D
Department G

8 **ORDER AFTER HEARING**

9
10 **THIS MATTER** was heard before the Court on June 19, 2019 at 8:30 A.M. on
11 a Telephonic Conference with the Santa Clara County Family Court. Plaintiff Eric Mesi
12 (hereinafter "Plaintiff"), not present and in proper person, and Defendant Vanessa Mesi,
13 (hereinafter, "Defendant"), not present and in proper person. This Court, having spoken to
14 the Honorable Jose S. Franco, Superior Court of California, County of Santa Clara, and
15 having read the related papers and pleadings on file herein, and with good cause
16 appearing;
17

18 **THE COURT NOTES** that minutes orders on May 1, 2019, May 6, 2019, and
19 June 3, 2019 were issued in this matter striking three (3) of Plaintiff's filed Decree of
20 Divorces because none of them were signed by the Court.
21

22 **THE COURT FURTHER NOTES** that the Court sent Plaintiff three (3)
23 memorandums returning his submitted Decrees of Divorce unsigned for various reasons.

24 In a memorandum dated May 9, 2019, the Court returned Plaintiff's proposed
25 Decree of Divorce and told Plaintiff that he had not obtained a proper Default, had not
26 filed a Request for Summary Disposition, had not filed an Affidavit in Support of Request
27

1 of Summary Disposition, and that the provisions contained in the filed Complaint and
2 proposed Decree did not match.

3 In a memorandum dated May 21, 2019, the Court told Plaintiff again that a
4 proper Default had still not been filed in this matter.

5 In a June 12, 2019 memorandum, after receiving at minimum three (3)
6 additional submitted Decrees of Divorce, the Court stated that none of the Decrees of
7 Divorce would be signed at that time and that the Court has been made aware of a possible
8 California case due to Defendant filing a Declaration to Inform the Court of the same. The
9 Court further stated in that memorandum that a UCCJEA Conference would be held with
10 the California Court to properly address the matter.

11
12 **THE COURT FURTHER NOTES** that during the June 19, 2019 hearing, the
13 Court reviewed the history of the case and the pleadings on file. Judge Franco and this
14 Court engaged in a discussion regarding the First to File Rule. The Courts NOTED that
15 Plaintiff filed his Complaint for Divorce in Nevada on March 13, 2019; however,
16 Defendant filed her Complaint for Divorce in Case # 19 FL 0002677 with the California
17 Court on January 23, 2019. The Courts NOTED that neither party had effectuated service
18 as of June 19, 2019. The Courts further NOTED Defendant filed for a Restraining Order
19 in California ten (10) days after filing for Divorce.
20

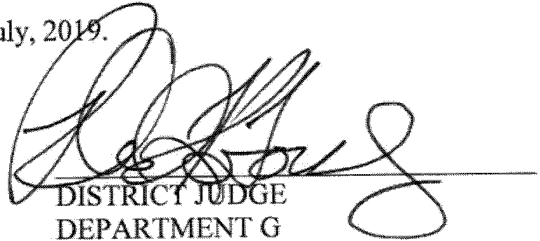
21 Judge Franco indicated that due to Defendant's inability to serve Plaintiff the
22 Santa Clara Court allowed Defendant to serve Plaintiff by mail. Judge Franco further
23 indicated that upon service by mail Plaintiff filed an Objection with the California Courts
24 regarding jurisdiction.
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28

1 This Court advised Judge Franco that Nevada is inclined to dismiss Plaintiff's
2 action and defer jurisdiction to California under the First to File Rule. This Court NOTED
3 Plaintiff served Defendant through her Bankruptcy Attorney in Washoe County, but
4 Defendant's bankruptcy attorney does not represent Defendant in her divorce case; thus,
5 service upon Defendant's bankruptcy attorney is not proper.
6

7 **NOW, THEREFORE,**

8 **IT IS HEREBY ORDERED, ADJUDGED, and DECREED** that D-19-
9 585846-D shall be DISMISSED pursuant to the First to File Rule, as Plaintiff filed the
10 instant action on March 13, 2019 and Defendant filed her action in Santa Clara County,
11 Case # 19 FL 0002677, on January 23, 2019. Jurisdiction is DEFERRED to California and
12 the parties' case will proceed in the Superior Court of California, County of Santa Clara.
13

14 **DATED** this 12th day of July, 2019.

15 
16 DISTRICT JUDGE
17 DEPARTMENT G
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Steven D. Grierson

1 NEO

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4 *****

5 Eric Thomas Mesi, Plaintiff
6 vs.
7 Vanessa Marie Mesi, Defendant

Case No.: D-19-585846-D
Department G

8 **NOTICE OF ENTRY OF ORDER**

9 **TO: ALL PARTIES AND/OR THEIR ATTORNEYS**

10 Please take note that an Order has been entered in the above entitled case. A
11 copy of the Order is attached hereto.

12 I hereby certify that on the above file stamp date:

13 ☒ I mailed, via first-class mail, postage fully prepaid, the foregoing Notice of Entry of
14 Order of Dismissal without Prejudice to:

15 Eric Mesi
16 4500 Pencester St.
17 Las Vegas, NV 89115

18 Vanessa Mesi
19 260 E. Mission St.
20 San Jose, CA 95112

21 *Lorena Martinez*

22 Lorena Martinez
23 Judicial Executive Assistant
24 Department G

25 Non-Trial Dispositions:

- 26 ☒ Other
27 ☒ Dismissed - Want of Prosecution
28 ☒ Involuntary (Statutory) Dismissal
☐ Default Judgment
☐ Transferred
☐ Disposed After Trial Start
- Settled/Withdrawn:
☐ Without Judicial Conf/Hrg 4
☐ With Judicial Conf/Hrg
☐ By ADR
- Trial Dispositions:
☐ Judgment Reached by Trial

DISTRICT JUDGE
FAMILY DIVISION, DEPT G
LAS VEGAS, NV 89101-2408



1 ORDR

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4 *****

5 Eric Thomas Mesi, Plaintiff
6 vs.
7 Vanessa Marie Mesi, Defendant

Case No.: D-19-585846-D
Department G

8 ORDER AFTER HEARING

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10 **THIS MATTER** was heard before the Court on June 19, 2019 at 8:30 A.M. on
11 a Telephonic Conference with the Santa Clara County Family Court. Plaintiff Eric Mesi
12 (hereinafter "Plaintiff"), not present and in proper person, and Defendant Vanessa Mesi,
13 (hereinafter, "Defendant"), not present and in proper person. This Court, having spoken to
14 the Honorable Jose S. Franco, Superior Court of California, County of Santa Clara, and
15 having read the related papers and pleadings on file herein, and with good cause
16 appearing;
17

18 **THE COURT NOTES** that minutes orders on May 1, 2019, May 6, 2019, and
19 June 3, 2019 were issued in this matter striking three (3) of Plaintiff's filed Decree of
20 Divorces because none of them were signed by the Court.
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22 **THE COURT FURTHER NOTES** that the Court sent Plaintiff three (3)
23 memorandums returning his submitted Decrees of Divorce unsigned for various reasons.

24 In a memorandum dated May 9, 2019, the Court returned Plaintiff's proposed
25 Decree of Divorce and told Plaintiff that he had not obtained a proper Default, had not
26 filed a Request for Summary Disposition, had not filed an Affidavit in Support of Request
27

1 of Summary Disposition, and that the provisions contained in the filed Complaint and
2 proposed Decree did not match.

3 In a memorandum dated May 21, 2019, the Court told Plaintiff again that a
4 proper Default had still not been filed in this matter.

5 In a June 12, 2019 memorandum, after receiving at minimum three (3)
6 additional submitted Decrees of Divorce, the Court stated that none of the Decrees of
7 Divorce would be signed at that time and that the Court has been made aware of a possible
8 California case due to Defendant filing a Declaration to Inform the Court of the same. The
9 Court further stated in that memorandum that a UCCJEA Conference would be held with
10 the California Court to properly address the matter.

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12 **THE COURT FURTHER NOTES** that during the June 19, 2019 hearing, the
13 Court reviewed the history of the case and the pleadings on file. Judge Franco and this
14 Court engaged in a discussion regarding the First to File Rule. The Courts NOTED that
15 Plaintiff filed his Complaint for Divorce in Nevada on March 13, 2019; however,
16 Defendant filed her Complaint for Divorce in Case # 19 FL 0002677 with the California
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18 as of June 19, 2019. The Courts further NOTED Defendant filed for a Restraining Order
19 in California ten (10) days after filing for Divorce.
20

21 Judge Franco indicated that due to Defendant's inability to serve Plaintiff the
22 Santa Clara Court allowed Defendant to serve Plaintiff by mail. Judge Franco further
23 indicated that upon service by mail Plaintiff filed an Objection with the California Courts
24 regarding jurisdiction.
25
26

1 This Court advised Judge Franco that Nevada is inclined to dismiss Plaintiff's
2 action and defer jurisdiction to California under the First to File Rule. This Court NOTED
3 Plaintiff served Defendant through her Bankruptcy Attorney in Washoe County, but
4 Defendant's bankruptcy attorney does not represent Defendant in her divorce case; thus,
5 service upon Defendant's bankruptcy attorney is not proper.
6

7 **NOW, THEREFORE,**

8 **IT IS HEREBY ORDERED, ADJUDGED, and DECREED** that D-19-
9 585846-D shall be DISMISSED pursuant to the First to File Rule, as Plaintiff filed the
10 instant action on March 13, 2019 and Defendant filed her action in Santa Clara County,
11 Case # 19 FL 0002677, on January 23, 2019. Jurisdiction is DEFERRED to California and
12 the parties' case will proceed in the Superior Court of California, County of Santa Clara.
13

14 **DATED** this 12th day of July, 2019.

15 
16 DISTRICT JUDGE
17 DEPARTMENT G
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ORIGINAL

FILED

AUG - 7 2019

Alvin L. Johnson
CLERK OF COURT

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC THOMAS MESI,)
) CASE NO. D-19-585846-D
) DEPT. N
Plaintiff,)
)
v.) APPEAL 79137
)
VANESSA MARIE MESI,)
) ESTIMATE OF TRANSCRIPTS
Defendant.)
)

The office of Transcript Video Services received a request for transcript estimate from Eric Mesi on August 7, 2019, for the original and one copy of the transcript of the following proceedings in the above-captioned case:

MAY 1, 2019 (No hearing), MAY 6, 2019 (No hearing)
And JUNE 19, 2019

The estimated cost for this transcript is \$ 18.00.

Payment in this amount must be paid directly to Verbatim Reporting & Transcription prior to work commencing on the Transcript. Payment must be in the form of a credit card.

Dated this 7 day of August, 2019.

Katherine Rice
Katherine Rice
Transcript Video Services

Transcript ESTIMATE amount of _____ Check# _____ CC _____ CASH _____ CLERK _____
Received by _____ this _____ day of _____, 2019.

This is only an **ESTIMATE**. Upon completion of transcript(s), a balance may be due, or you may receive a refund of your deposit if overpayment is greater than \$15.00.

NOTE: STATUTORY FEES ARE SUBJECT TO CHANGE PER LEGISLATIVE SESSION.

Items left beyond 90 days are subject to disposal without refund.

COUNTY RETENTION POLICY APPROVED BY INTERNAL AUDIT

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FILED
AUG - 8 2019

Shirley L. Johnson
CLERK OF COURT

ORIGINAL

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

ERIC THOMAS MESI,)	CASE NO. D-19-585846-D
)	DEPT. N
Plaintiff,)	
v.)	APPEAL 79137
)	
VANESSA MARIE MESI,)	
)	
)	
Defendant.)	

BEFORE THE HONORABLE RHONDA K. FORSBERG

TRANSCRIPT RE: ALL MATTERS

JUNE 19, 2019

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APPEARANCES:

Plaintiff: ERIC THOMAS MESI, not present
For the Plaintiff: Pro Se

Defendant: VANESSA MESI, not present
For the Defendant: Pro Se

1 LAS VEGAS, NEVADA

WEDNESDAY, June 19, 2019

2 P R O C E E D I N G S

3 (THE PROCEEDING BEGAN AT 8:27:49).

4 JUDGE FRANCO: Hello?

5 JUDGE FORSBERG: Judge Franco?

6 JUDGE FRANCO: Yes.

7 JUDGE FORSBERG: This is Judge Forsberg in Clark County,
8 Nevada. We had a telephone conference regarding - your matter
9 would be Vanessa Mesi.

10 JUDGE FRANCO: Yes, Battaglia, Battaglia, she goes by
11 Battaglia, but yes.

12 JUDGE FORSBERG: Oh, Battaglia, okay.

13 JUDGE FRANCO: Yeah.

14 JUDGE FORSBERG: On my, my record it shows Mesi. I, I
15 know we - - I, I requested this conference because Ms.
16 Battaglia noted that she has a case in California under
17 19FL000267, is that correct?

18 JUDGE FRANCO: She does.

19 JUDGE FORSBERG: Okay...

20 JUDGE FRANCO: She does.

21 JUDGE FORSBERG: ... Nevada, of course, follows the First
22 to File Rule and I - - she stated in her, her information to
23 our Court that she filed January 23rd, '19. Is that right?

24 JUDGE FRANCO: Let me see, it's in the file here. She
25 filed January 23rd, 2019.

1 JUDGE FORSBERG: Okay. Mr. Mesi filed in our Courts
2 March, March 13, 2019, so it appears that California Court has
3 the first to file it appears.

4 JUDGE FRANCO: Right. I have the first to file. She
5 subsequently filed the Request for a Restraining Order two
6 days later.

7 JUDGE FORSBERG: Okay.

8 JUDGE FRANCO: And then she did several attempts to serve
9 before there was service by mail permitted by the Court...

10 JUDGE FORSBERG: Okay.

11 JUDGE FRANCO: ... I think she noted about ten or twelve,
12 maybe even fifteen attempts to serve in a variety of different
13 ways...

14 JUDGE FORSBERG: Mmm Hmm (affirmative).

15 JUDGE FRANCO: ... so I permitted service by mail...

16 JUDGE FORSBERG: Okay.

17 JUDGE FRANCO: ... and she mailed it, submitted her Proof
18 of Service and then he filed a Response...

19 JUDGE FORSBERG: Okay.

20 JUDGE FRANCO: ... here objecting to the jurisdiction, not
21 really addressing the Request for a Restraining Order.

22 JUDGE FORSBERG: Okay.

23 JUDGE FRANCO: The reason why I bring that up is because
24 in what she has filed here, she says that she has never been
25 served by the Nevada State or your Court's paperwork. And at

1 the end of the hearing on the Restraining Order, she began to
2 ask questions about serving the Petition and Summons on Mr.
3 Mesi in Nevada and I referred her to our self-help center -
4 our Family Law Clinic...

5 JUDGE FORSBERG: Uh huh (affirmative).

6 JUDGE FRANCO: ... told her I couldn't give her advice,
7 that she'd have to go down there. And so it looks like she
8 filed first, but she has not been able to serve it.

9 JUDGE FORSBERG: Okay. It looks like he hadn't been able
10 to serve her, other than he requested - - let me look and
11 double check. I believe he requests - - he actually issued a
12 Default, but I believe he - - let me see what he did. But
13 still, I mean, she filed first. Just because he's dodging
14 service certainly doesn't get him off the hook in your state,
15 of course.

16 JUDGE FRANCO: Mmm Hmm (affirmative).

17 JUDGE FORSBERG: He keeps, he actually filed a Default
18 with us stating he did - let's see, let me make sure how that
19 occurred. It was prior to - - I just took the bench May, May
20 1st, so...

21 JUDGE FRANCO: Congratulations.

22 JUDGE FORSBERG: Thank you. This is prior to my time, so
23 you can imagine I'm, you know, having to play catch up a
24 little bit. It looks like he had Proof of Personal Service by
25 a Sheriff in Reno in Washoe County. So he did finally get her

1 served, but he didn't even get her served until April it looks
2 like. So it looks like you still - - clearly she filed first
3 and so I'm, I'm inclined to strike his Request for Default
4 and, and relinquish jurisdiction to California. It appears
5 that's the correct thing to do.

6 JUDGE FRANCO: I would probably agree. She would still
7 have to serve him. The other thing, based on what you just
8 told me is that in looking at the file, it looks like Ms.
9 Battaglia Mesi has a, has a bankruptcy proceeding or a
10 bankruptcy case and that the lawyer that he served in Washoe
11 County is the bankruptcy lawyer...

12 JUDGE FORSBERG: Mmm Hmm (affirmative).

13 JUDGE FRANCO: ... and not necessarily the lawyer tied
14 into this case.

15 JUDGE FORSBERG: Oh, that makes a little more sense. She
16 did file in our Court. She, she filed a, a Motion to Quash
17 above case and cited your case. And...

18 JUDGE FRANCO: Mmm Hmm (affirmative).

19 JUDGE FORSBERG: ... that's why I initiated the call. So
20 she did file properly here, at least for us to have the
21 telephone conference to try to resolve it. So, I mean, I, I,
22 I think we're both on the same page that it probably needs - -
23 I need to probably defer jurisdiction to your Court.

24 JUDGE FRANCO: And then leave it up to her to, to serve.
25 But, yeah, I think we're on the same page. Just wanted to

1 clarify that that, the Washoe County looks like it was a
2 Sheriff serving on a lawyer...

3 JUDGE FORSBERG: It - - let me look and see. It shows,
4 yeah, it looks like it's a, an attorney - - who is that?

5 THE CLERK: Tricia Darby.

6 JUDGE FORSBERG: Tricia Darby.

7 JUDGE FRANCO: Yes, and so...

8 JUDGE FORSBERG: ... that's who she served it on. So...

9 JUDGE FRANCO: Yes, and so Tricia Darby, according to the
10 paperwork here appears to be her lawyer...

11 JUDGE FORSBERG: Darby Law Practice. Yeah I see that...

12 JUDGE FRANCO: ...the bankruptcy, it's related to the
13 bankruptcy case...

14 JUDGE FORSBERG: Right, right...

15 JUDGE FRANCO: ... and not to divorce case.

16 JUDGE FORSBERG: Right. Yeah, that looks like - - she
17 said it says Darby Law Practice says she does not represent
18 Ms. Mesi. So it looks like, so - - okay, I think that that's
19 probably, we're probably on the right track here so I believe,
20 I believe we both kind of are on the same page of this.

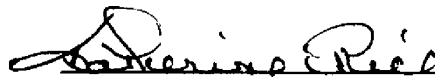
21 I'll dismiss our action, I'll defer jurisdiction to
22 California and he can fight it out with her there and
23 determine whether you guys have jurisdiction over all issues
24 or not, so...

25 JUDGE FRANCO: Right, and you know what, he's filed here.

1 He's filed Responses already, so...
2 JUDGE FORSBERG: Okay.
3 JUDGE FRANCO: ... yeah, I'll - - we can proceed that way
4 and if anything else comes up, you know, feel free to give me
5 a call.
6 JUDGE FORSBERG: Okay, well I appreciate your help, Judge
7 Franco. I...
8 JUDGE FRANCO: Not a problem...
9 JUDGE FORSBERG: ... will defer it over and we'll put it
10 in our Court Minutes and I will turn it over to you.
11 JUDGE FRANCO: Sounds good, hey, and congratulations
12 again.
13 JUDGE FORSBERG: Thank you so much. You have a good day.
14 JUDGE FRANCO: You too. Bye bye.
15 JUDGE FORSBERG: Bye bye.
16 (THE PROCEEDING ENDED AT 8:33:53)

17
18 * * * * *

19 ATTEST: I do hereby certify that I have truly and
20 correctly transcribed the video proceedings in the above-
21 entitled case to the best of my ability.

22 
23 Katherine Rice
24 Transcriber
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ORIGINAL

FILED

AUG - 8 2019

Ann L. Blum
CLERK OF COURT

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC THOMAS MESI,)
) CASE NO. D-19-585846-d
) DEPT. N
Plaintiff,)
)
vs.) APPEAL: 79137
)
VANESSA MARIE MESI,)
)
Defendant.)

CERTIFICATION OF TRANSCRIPTS
NOTIFICATION OF COMPLETION

The Office of Transcript Video Services received a request for transcript and one copy, for the purposes of appeal from Eric Thomas Mesi on August 7, 2019, for the following proceedings in the above-captioned case:

MAY 2, 1029 (No hearing), MAY 6, 2019 (No hearing)
And JUNE 19, 2019

I do hereby certify that copies of the transcript requested in the above-captioned case were submitted to be filed with the Eighth Judicial District Court on August 8, 2019, and ordering party was notified August 9, 2019.

DATED this 8 day of August, 2019.

Katherine Rice
KATHERINE RICE
Transcription Video Services

EIGHTH JUDICIAL DISTRICT COURT - TRANSCRIPT VIDEO SERVICES
601 N. Pecos Road, Las Vegas, Nevada 89101 (702) 455-4977

ORIGINAL

FILED

AUG - 8 2019

Alison S. Johnson
CLERK OF COURT

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

ERIC THOMAS MESI,) CASE NO. D-19-585846-d
) DEPT. N
Plaintiff,)
)
vs.) APPEAL: 79137
)
VANESSA MARIE MESI,)
)
Defendant.)

FINAL BILLING OF TRANSCRIPTS

The office of Transcript Video Services filed transcripts for Eric Thomas Mesi for the following proceedings:

MAY 2, 1029 (No hearing), MAY 6, 2019 (No hearing)
And JUNE 19, 2019

Original transcripts and one copy was requested. The transcripts total is 8 pages, for a final cost of \$ 30.40.

Fees are waived.

DATED this 8 day of August, 2019.

Katherine Rice
Katherine Rice, Transcriber

Balance of _____ Check # _____ CC# _____ CASH _____ CLERK _____

Received by: _____ this _____ day of _____, 2019.

ITEMS LEFT BEYOND NINETY DAYS ARE SUBJECT TO DISPOSAL WITHOUT REFUND

COUNTY RETENTION POLICY APPROVED BY INTERNAL AUDIT
EIGHTH JUDICIAL DISTRICT COURT - TRANSCRIPT VIDEO SERVICES
601 N. Pecos Road, Las Vegas, Nevada 89101 (702) 455-4977

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

May 01, 2019

D-19-585846-D

Eric Thomas Mesi, Plaintiff

vs.

Vanessa Marie Mesi, Defendant.

May 01, 2019**10:55 AM****Minute Order****HEARD BY:** Bixler, James**COURTROOM:** Courtroom 09**COURT CLERK:** Carol Foley**PARTIES:**

Eric Mesi, Plaintiff, not present

Pro Se

Vanessa Mesi, Defendant, not present

JOURNAL ENTRIES

- MINUTE ORDER - NO HEARING HELD

After a review of the file, the Court NOTES that a Decree of Divorce was filed on April 29, 2019 which had not been signed by the Court. It is hereby ORDERED, that the Decree of Divorce filed on April 29, 2019 in Case D19-585846-D, Mesi be stricken.

The Plaintiff may resubmit by providing an unfiled Decree of Divorce to the Department for review and signature. The Decree of Divorce must include a signature block for the Judge to sign. A copy of this Minute Order to be mailed to the Plaintiff in Proper Person.

Clerk's note: Minute Order mailed to Plaintiff. - cf

INTERIM CONDITIONS:**FUTURE HEARINGS**

PRINT DATE:	10/30/2019	Page 1 of 5	Minutes Date:	May 01, 2019
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

May 06, 2019

D-19-585846-D Eric Thomas Mesi, Plaintiff
vs.
Vanessa Marie Mesi, Defendant.

May 06, 2019 3:25 PM Minute Order

HEARD BY: Forsberg, Rhonda K.

COURTROOM: Chambers

COURT CLERK: Carol Foley

PARTIES:

Eric Mesi, Plaintiff, not present Pro Se
Vanessa Mesi, Defendant, not present

JOURNAL ENTRIES

- MINUTE ORDER - NO HEARING HELD

After a review of the file, the Court NOTES that a Decree of Divorce was filed on May 5, 2019 which had not been signed by the Court. It is hereby ORDERED, that the Decree of Divorce filed on May 5, 2019 in Case D-19-585846-D Mesi be stricken.

The Plaintiff may resubmit by providing an unfiled Decree of Divorce to the Department for review and signature. The Decree of Divorce must include a signature block for the Judge to sign. A copy of this Minute Order to be mailed to the Plaintiff in Proper Person.

Clerk's note: Minute Order mailed to Plaintiff. - cf

INTERIM CONDITIONS:

FUTURE HEARINGS:

PRINT DATE:	10/30/2019	Page 2 of 5	Minutes Date:	May 01, 2019
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint

COURT MINUTES

June 03, 2019

D-19-585846-D Eric Thomas Mesi, Plaintiff
vs.
Vanessa Marie Mesi, Defendant.

June 03, 2019 1:50 PM Minute Order

HEARD BY: Forsberg, Rhonda K.

COURTROOM: Courtroom 09

COURT CLERK: Natalie Castro

PARTIES:

Eric Mesi, Plaintiff, not present Pro Se
Vanessa Mesi, Defendant, not present

JOURNAL ENTRIES

- MINUTE ORDER - NO HEARING HELD

After a review of the file, the Court NOTES that a Decree of Divorce was filed on May 30, 2019 which had not been signed by the Court. It is hereby ORDERED, that the Decree of Divorce filed on May 30, 2019 in Case D-19-585846-D be STRICKEN.

The Plaintiff may resubmit by providing an unfiled Decree of Divorce to the Department for review and signature. A copy of this Minute Order to be mailed to the party in Proper Person.

Clerk's Note: A copy of this Minute Order mailed to Plaintiff on 06/03/19. (NC)

INTERIM CONDITIONS:

FUTURE HEARINGS:

PRINT DATE:	10/30/2019	Page 3 of 5	Minutes Date:	May 01, 2019
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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Divorce - Complaint**COURT MINUTES**

June 19, 2019

D-19-585846-D Eric Thomas Mesi, Plaintiff
vs.
Vanessa Marie Mesi, Defendant.

June 19, 2019 8:30 AM Hearing

HEARD BY: Forsberg, Rhonda K.**COURTROOM:** Courtroom 09**COURT CLERK:** Antoria Pickens**PARTIES:**

Eric Mesi, Plaintiff, not present Pro Se
Vanessa Mesi, Defendant, not present

JOURNAL ENTRIES

- HEARING: TELEPHONE CONFERENCE WITH JUDGE FRANCO, SANTA CLARA COUNTY FAMILY COURT 408-534-5613.

The Court reviewed the case history and the pleadings on file.

The Court's engaged in a discussion regarding the First to File Rule. The Court's noted Mr. Mesi filed his Complaint for Divorce in Nevada on March 13, 2019; however, Mrs. Battaglia- Mesi filed her Complaint for Divorce (19 FL 0002677) with the California Court's on January 23, 2019.

The Court's noted neither party had effectuated service as of June 19, 2019; the Court's further noted Mrs. Battaglia file for a Restraining Order in California 10- days later after filing for Divorce.

Honorable Franco indicated due to Mrs. Battaglia's inability to serve Mr. Mesi; the Court allowed Mrs. Battaglia to service by mail. Honorable Franco further indicated upon service by mail; Mr. Mesi filed an Objection with the California Court's objecting jurisdiction.

Honorable Forsberg advised Honorable Franco she is inclined to dismiss Mr. Mesi's action here in Nevada and defer jurisdiction to California under the First to File Rule.

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Notice: Journal entries are prepared by the courtroom clerk and are not the official record of the Court.

Court noted Mr. Mesi served Mrs. Battaglia through her Bankruptcy Attorney in Washoe County; however, Attorney Darby does not represent Mrs. Battaglia within her Divorce Case.

COURT ORDERED,

Plaintiff's Complaint for Divorce shall be DISMISSED under the First to File Rule; jurisdiction will be DEFERRED to the California Court.

INTERIM CONDITIONS:

FUTURE HEARINGS:

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Certification of Copy and Transmittal of Record

State of Nevada }
County of Clark } SS:

Pursuant to the Supreme Court order dated October 15, 2019, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the case referenced below. The record comprises four volumes with pages numbered 1 through 818.

ERIC THOMAS MESI,

Plaintiff(s),

vs.

VANESSA MARIE MESI aka VANESSA
MARIE REYNOLDS,

Defendant(s),

Case No: D-19-585846-D

Dept. No: G

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 30 day of October 2019.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk