

IN THE
SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Feb 12 2020 02:21 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

ERIC THOMAS MESI,

Appellant,

vs.

VANESSA MARIE MESI, A/K/A VANESSA MARIE REYNOLDS,

Respondent.

Appeal from the Eighth Judicial District Court, Clark County, Nevada
Judge Rhonda K. Forsberg, Case No. D-19-585846-D

JOINT APPENDIX
VOLUME I OF III

DENNIS L. KENNEDY
Nevada Bar No. 1462
STEPHANIE J. GLANTZ
Nevada Bar No. 14878
BAILEY ♦ KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
Facsimile: 702.562.8821
DKennedy@BaileyKennedy.com
SGlantz@BaileyKennedy.com

A. JILL GUINGCANGCO, ESQ.
Nevada Bar No. 14717
WOLF RIFKIN SHAPIRO
SCHULMAN & RABKIN, LLP
3556 E. Russell, 2nd Floor
Las Vegas, Nevada 89120
Telephone: 702.341.5200
ajg@wrslawyers.com

Attorneys for Appellant
In conjunction with Legal Aid Center of
Southern Nevada Pro Bono Project

Attorneys for Respondent
In conjunction with Legal Aid Center of
Southern Nevada Pro Bono Project

JOINT APPENDIX

VOLUME I OF III

TABLE OF CONTENTS

<u>Document Title:</u>	<u>Date</u>	<u>Volume No.</u>	<u>Tab No.</u>	<u>Page Nos.:</u>
Complaint for Divorce	3/13/2019	I	1	JA00001- JA00008
Summons	3/19/2019	I	2	JA00009- JA00010
Proof of Service	3/27/2019	I	3	JA00011- JA00019
Proof of Service by Sheriff to Bankruptcy Counsel Chapter 13	4/10/2019	I	4	JA00020- JA00048
Declaration of Service	4/16/2019	I	5	JA00049- JA00050
Minute Order	5/1/2019	I	6	JA00051- JA00052
Minute Order	5/6/2019	I	7	JA00053- JA00054
Correspondence from District Court	5/9/2019	I	8	JA00055
Request for Summary Disposition of Decree	5/17/2019	I	9	JA00056- JA00065
Correspondence from District Court	5/21/2019	I	10	JA00066
Minute Order	6/3/2019	I	11	JA00067
Motion to Quash the Above Case	6/12/2019	I	12	JA00068- JA00070
Motion to Quash the Above Case	6/12/2019	I	13	JA00071- JA00073
Correspondence from District Court	6/12/2019	I	14	JA00074
Declaration to Inform the Court	6/13/2019	I	15	JA00075- JA00077
Objection to Defendant's Motion to Quash and Declaration	6/18/2019	I	16	JA00078- JA00129
Minute Order	6/19/2019	I	17	JA00130- JA00131

JOINT APPENDIX

INDEX

<u>Document Title:</u>	<u>Date</u>	<u>Volume No.</u>	<u>Tab No.</u>	<u>Page Nos.:</u>
Complaint for Divorce	3/13/2019	I	1	JA00001- JA00008
Correspondence from District Court	5/9/2019	I	8	JA00055
Correspondence from District Court	5/21/2019	I	10	JA00066
Correspondence from District Court	6/12/2019	I	14	JA00074
Declaration of Service	4/16/2019	I	5	JA00049- JA00050
Declaration to Inform the Court	6/13/2019	I	15	JA00075- JA00077
Minute Order	5/1/2019	I	6	JA00051- JA00052
Minute Order	5/6/2019	I	7	JA00053- JA00054
Minute Order	6/3/2019	I	11	JA00067
Minute Order	6/19/2019	I	17	JA00130- JA00131
Motion to Quash the Above Case	6/12/2019	I	12	JA00068- JA00070
Motion to Quash the Above Case	6/12/2019	I	13	JA00071- JA00073
Motion to Quash the Above Case	6/20/2019	II	18	JA00132- JA00591
Notice of Appeal to the Supreme Court of Nevada	6/20/2019	III	19	JA00592- JA00707
Notice of Entry of Order	7/15/2019	III	21	JA00711- JA00714
Objection to Defendant's Motion to Quash and Declaration	6/18/2019	I	16	JA00078- JA00129
Order After Hearing	7/15/2019	III	20	JA00708- JA00710
Order Granting Application to Proceed in Forma Pauperis	8/14/2019	III	24	JA00725

Order Granting Limited Application to Proceed in Forma Pauperis	8/14/2019	III	23	JA00723- JA00724
Proof of Service	3/27/2019	I	3	JA00011- JA00019
Proof of Service by Sheriff to Bankruptcy Counsel Chapter 13	4/10/2019	I	4	JA00020- JA00048
Request for Summary Disposition of Decree	5/17/2019	I	9	JA00056- JA00065
Summons	3/19/2019	I	2	JA00009- JA00010
Transcript Re: All Matters	6/19/2019	III	22	JA00715- JA00722

TAB 1

03/13/2019

Heather L. Lamin

CLERK OF THE COURT

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.:

Department: L

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

1 **COMPLAINT FOR DIVORCE (No Children)**

2
3
4 **COMES NOW, Plaintiff, Eric Thomas Mesi, in Proper Person as**
5 **and for a Complaint for Divorce against Defendant, and alleges as**
6 **follows:**
7

- 8
9
10 **1. That Eric Thomas Mesi for a period of more than six weeks**
11 **immediately preceding the filing of this action, has been and**
12 **now is an actual and bona fide resident of the State of Nevada,**
13 **County of Clark, and has been actually physically present and**
14 **domiciled in Nevada for more than six (6) weeks prior to the**
15 **filing of this action and intends to make Nevada his/her home for**
16 **an indefinite period of time.**
17
18
19
20
21 **2. That Plaintiff and Defendant were married on 11/24/2005 in Reno,**
22 **Nevada, and are incompatible.**
23
24
25 **3. That there are no minor children in common born to or adopted**
26 **by the parties. Neither spouse is pregnant.**
27

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

1
2
3 **4. That there is community property to be divided by the Court, as**
4 **follows: Wife shall receive the 2017 Hyundai Santa Fe, which**
5 **Including the payoff to Hyundai Finance and the payments she**
6 **is behind, since Vanessa took the SUV to a dealership**
7 **unauthorized she will be responsible for the Hyundai Finance**
8 **short sale auction cost and any and all expenses for this vehicle,**
9 **also includes payments she made then later disputed the**
10 **payments creating added fees with Hyundai Finance. Her son's**
11 **2014 Mustang (Russell Battaglia the IV. Will refinance taking the**
12 **car out of Eric Thomas Mesi's name), cell phone, wedding rings,**
13 **son's cell phone, which includes paying the cell phone she**
14 **ordered for her son of \$1,100.00 purchase price and her own cell**
15 **phone of \$400 left on payments, If Vanessa Mesi, AKA Battaglia,**
16 **AKA Reynolds doesn't agree to pay, an "AP" will be filed in her**
17 **Bankruptcy Case number 16-50642-BTB in Reno Nevada, that**
18 **includes showing the evidence of any and all fictitious names**
19 **used to apply from credit loans, such as in Bankruptcy stating**
20 **she is Vanessa Mesi then the credit cards purport Vanessa**

21
22
23
24
25
26
27
28 **Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie**
Battaglia, aka Vanessa Marie Reynolds for Divorce - 3

1 **Battaglia. Then her Drivers License ID states Vanessa Battaglia.**
2 **Vanessa will also receive clothing, personal items, pictures, as**
3 **her sole and separate property;**
4

5
6 **Husband shall receive the 1992 GMC Pickup, his clothing, Eureka**
7 **commercial Sanitare vacuum cleaner, Hoover carpet shampooer, any**
8 **furniture in his living quarters, Bailey, iPhone Cell phone, as his sole**
9 **and separate said property at 4500 Pencester St, Las Vegas, NV 89115**
10 **(Husbands mother is half owner, which there is no equity in said**
11 **property to disburse, property was recently purchased, all monies**
12 **owed to the bank).**
13
14
15

16
17
18 **5. That there are community debts to be divided by the Court, as**
19 **follows: Wife shall assume the loan for the 2017 Hyundai Santa**
20 **Fe, loan for the 2014 Mustang, AT&T service in Husband's name,**
21 **Allstate auto insurance, any debts incurred solely in her name**
22 **(Unbeknownst to husband, including the fictitious alias names**
23 **used in credit applications), as her sole and separate debt;**
24
25
26

27
28 **Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie**
 Battaglia, aka Vanessa Marie Reynolds for Divorce - 4

1 Husband shall assume the furniture debt, Overdraft protection,
2 Amazon card, Lane Bryant card, Torrid card, Tire Plus, CareCredit,
3 Premierone Consolidation Loan, will pay \$2,000 to the Discover Card
4 borrowed for moving expenses, His medical expenses, HOA including
5 opened escrow account with property taxes/insurance and Mortgage
6 as his sole and separate debt.
7
8

9
10
11 6. That Wife shall pay Husband \$18,000 loan provided for Benita
12 Ventresca, Esq. for her child custody case Wife promised to pay,
13 as this money came from real estate sales before we were
14 married and owed to my family.
15
16

17
18 7. Husband gets half of the wedding ring-set bands \$6,000.00, an
19 appraisal has been completed.
20
21

22 8. Wife will pay for Premierone Visa, full charges she placed with
23 AT&T Wireless exceeding \$2,500, Wife will pay \$2,000 to the
24 Discover Credit Card she borrowed to move, all cost for
25 insurance along with the 2017 Santa Fe Sport Lease cost and all
26
27
28

Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie
Battaglia, aka Vanessa Marie Reynolds for Divorce - 5

1 cost for insurance along with the 2014 Mustang purchase for her
2 son (If not settled in this court, this cost will be handled via
3 Adversary Proceeding in Reno Bankruptcy Court Case number
4 16-50642-BTB Petitioner Vanessa Mesi).
5
6
7

8 9. That neither party shall be entitled to spousal support/alimony.
9

10
11 10. That Wife shall return to me her maiden name of
12 Vanessa Marie Reynolds.
13
14

15 WHEREFORE, Plaintiff prays for a Divorce as follows:
16
17

18 1. That the marriage existing between Plaintiff and Defendant is
19 dissolved and that Plaintiff is granted an absolute Decree of Divorce
20 and that each of the parties be restored to the status of a single,
21 unmarried person.
22
23

24
25 2. That the Court grant the relief requested in this Complaint; and
26
27

28 Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie
Battaglia, aka Vanessa Marie Reynolds for Divorce - 6

1 3. For such other relief as the Court finds to be just and proper.
2
3

4 **DATED this 26th day of February, 2019**
5
6

7 *Eric Thomas Mesi*
8

9 **Eric Thomas Mesi**

10 **4500 Pencester**
11 **Las Vegas, Nevada 89115**
12 **775-980-7638**
13 **In Proper Person**
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**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) ss:

4)

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 I declare under penalty of perjury under the law of the State of Nevada

17 that the foregoing is true and correct.

18

19 DATED this 26th day of February, 2019

20

21 *Eric Thomas Mesi*

22 Eric Thomas Mesi

23

24 4500 Pencester

25 Las Vegas, Nevada 89115

26 775-980-7638

27 In Proper Person

28 Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie

Battaglia, aka Vanessa Marie Reynolds for Divorce - 8

TAB 2

1 SUMM

Plaintiff's Name: Eric Thomas Mesi

2 Address: 4500 Pencester ST

Las Vegas, NV 89115

3 Telephone: 775-980-7635

Email Address: _____

4
5
6 **DISTRICT COURT
CLARK COUNTY, NEVADA**

7 Eric Thomas Mesi

8 Plaintiff,

9 vs.

10 Vanessa Marie Mesi

11 Defendant.

CASE NO.

D-19-585846-D

DEPT:

Department: L

SUMMONS

12 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
13 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND IN WRITING WITHIN**
14 **21 DAYS. READ THE INFORMATION BELOW VERY CAREFULLY.**

15 To the Defendant named above:

16 The Plaintiff has filed a civil complaint or petition against you. Read that document (or get
17 a copy at the court listed above) to find out the specific relief requested. The subject of this case
18 is: (☒ *check one*)

19 ☒ Divorce.

20 ☐ Annulment.

21 ☐ Legal Separation.

22 ☐ Custody, Paternity, Visitation, and/or Child Support.

23 ☐ Other: _____

1 **If you want to defend this lawsuit, you must do all of the following within 21 days after**
2 this summons is served on you (not counting the day of service):

- 3 1. File a formal written answer to the complaint or petition with the Clerk of Court (*whose*
4 *address is listed below*).
- 5 2. Pay the required filing fee to the court, or request a fee waiver by filing an Application
6 to Proceed *In Forma Pauperis*.
- 7 3. Serve a copy of your answer on the Plaintiff whose name and address is shown below.

8 If you do not respond, Plaintiff can request a default against you. The court can then enter
9 a judgment against you for the relief demanded in the complaint or petition.

10 STEVEN D. GRIERSON
11 CLERK OF COURT

12 By: *[Signature]* 3-13-2019
13 Deputy Clerk **ELOISE CALDWELL** Date

14 Family Courts and Services Center
15 601 North Pecos Road
16 Las Vegas, Nevada 89155

17 Regional Justice Center
18 200 Lewis Avenue
19 Las Vegas, Nevada 89155

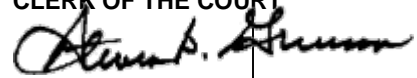
20 Issued on Behalf of Plaintiff:

21 Plaintiff's Name: Eric Thomas Mesi
22 Address: 4500 Pencester ST
23 City, State, Zip Las Vegas, NV 89115

24

Forms are available, free of charge, at the Family Law Self-Help
Center at the Family Courts and Services Center, 601 N. Pecos Road,
Las Vegas, Nevada, and on the center's website at
www.familylawselfhelpcenter.org.

TAB 3



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

PROOF OF SERVICE

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

1 **PROOF OF SERVICE FOR DIVORCE (No Children)**

2 The defendant Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka
3
4 Vanessa Marie Reynolds was service and delivered to here council
5 Attorney Trisha Darby, Darby Law Practice, Ltd. At 4777 Caughlin Pkwy,
6
7 Reno, NV 89519. Attorney Trisha Darby is handling the Defendants plan for
8 the Debt and Assets in her chapter 13 bankruptcy which concurs with this
9 divorce case (See Exhibit "1" proof of service to defendant's council).
10

11
12
13
14 **DATED this 27th day of March, 2019**

15
16
17 
18

19 **Eric Thomas Mesi**

20 **4500 Pencester**
21 **Las Vegas, Nevada 89115**
22 **775-980-7638**
23 **In Proper Person**
24
25
26
27
28

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

VERIFICATION

STATE OF NEVADA)

) ss:

COUNTY OF CLARK)

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

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 27th day of March, 2019



Eric Thomas Mesi

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

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

Exhibit Cover Page

Exhibit “1” – Proof of service “2” Pages

Exhibit “1”

Exhibit “1”

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

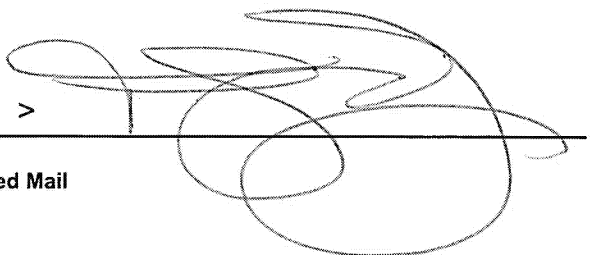
JA00016

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.

> 

Billing Code: SysGen

Proof of Service by Certified Mail

JA00017

Las Vegas Case# D-19-585846-D

7006 3450 0001 3827 9335

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
RENO, NV 89519		
OFFICIAL USE		
Postage	\$3.50	0416
Certified Fee	\$2.80	59
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$7.75	03/25/2019
Sent To Vanessa Marie Raffold aka Vanessa Marie Raffold aka Vanessa Marie Raffold, c/o Tricia M. Dad		
Street, Apt. No., or PO Box No. 4777 Caughlin Pkwy		
City, State, ZIP+4 Reno, NV 89519		
PS Form 3800, August 2006 See Reverse for Instructions		

JA00018



FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Track Another Package +

Tracking Number: 70063450000138279335

Remove X

Expected Delivery by

WEDNESDAY

27 MARCH 2019 ⓘ by 8:00pm ⓘ

✓ Delivered

March 27, 2019 at 11:16 am
Delivered, Left with Individual
RENO, NV 89519

Get Updates ▼

Feedback

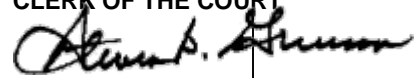
Text & Email Updates	▼
Tracking History	▼
Product Information	▼

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

TAB 4



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

PROOF OF SERVICE BY SHERIFF
TO BANKRUPTCY COUNSEL
CHAPTER 13

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

1 **PROOF OF SERVICE BY SHERIFF TO BANKRUPTCY COUNSEL**

2 **CHAPTER 13 (No Children)**

3
4 The defendant Vanessa Marie Mesi, Aka Vanessa Marie Battaglia,
5 Aka Vanessa Marie Reynolds was served by Sheriff to her Bankruptcy
6 Chapter 13 counsel Attorney Trisha Darby, Darby Law Practice, Ltd. At
7 4777 Caughlin Pkwy, Reno, NV 89519. Attorney Trisha Darby is handling
8 the Defendants plan for the Debt and Assets in her chapter 13 bankruptcy
9 which works in “**unison**” with this divorce case (See **Exhibit “A”** proof of
10 service to defendant’s counsel) (See **Exhibit “B”** How Bankruptcy and
11 Divorce work in “**unison**”) (See **Exhibit “C”** Vanessa Mesi’s Bankruptcy
12 Case **16-50642-btb** Chapter 13).
13
14
15
16
17

18 **FEDERAL BANKRUPTCY LAW REFERENCE TO DIVORCE**

19 ***11 U.S.C. § 523(a)(15) A discharge under section 727, 1141, 1228 (a),***
20 ***122 (b), or 1328(b) of this title does not discharge an individual debtor***
21 ***from any debt-to a spouse, former spouse, or child of the debtor and***
22 ***not of the kind described in paragraph (5) that is incurred by the***
23 ***debtor in the course of a divorce or separation or in connection with a***
24 ***separation agreement, divorce decree or other order of a court of***
25
26
27
28

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

1 *record, or a determination made in accordance with State or territorial*
2 *law by a governmental unit. In addition not reporting to the*
3
4 *Bankruptcy US Trustee and Court Breaches and Violates under (See*
5 *Exhibit "G" explains reporting to Bankruptcy Court and why the*
6
7 *Plaintiff's Counsel was served;*

- 8 **a. 28 U.S.C. § 157(b)(2)**
9
10 **b. 11 U.S.C. § 707(b)**
11
12 **c. 11 U.S.C. § 362(a)**
13
14 **d. 11 U.S.C. § 362(b)**
15
16 **e. 11 U.S.C. § 362(b)(2)(A)(iv)**
17
18 **f. 11 U.S.C. § 362(c)**
19
20 **g. 11 U.S.C. § 362(d)(1)**
21
22 **h. 11 U.S.C. § 541(a)**

23
24
25
26
27
28
DATED this 10th day of March, 2019



Eric Thomas Mesi

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

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

Certificate of service

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

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

DATED this Wednesday, April 10, 2019



Eric Thomas Mesi

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

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

1 **Exhibit Cover Sheet**

2 **Exhibit "A"**— Proof of Service Receipts, Vanessa Mesi's Counsel in her
3 Bankruptcy was officially served. The US Trustee and her Counsel is
4 required to know we are in Divorce in Nevada and are currently working on
5 a plan to divide assets and debts. **7—Pages**.
6
7

8
9 **Exhibit "B"**-- Serving Bankruptcy Counsel, explaining how Divorce
10 correlates with the US Trustee and Bankruptcy Court. **8—Pages**.
11
12

13
14 **Exhibit "C"**--Vanessa Bankruptcy Case **16-50642-btb Chapter 13**, shows
15 her Case is in Nevada and the Name used in the case is Vanessa Mesi. In
16 this Divorce Case she goes by Vanessa Battaglia. All Debts and Assets in
17 this Bankruptcy Case are in the Nevada Jurisdiction. **9—Pages**.
18
19

20
21 
22

23 **Eric Thomas Mesi**

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

28 **Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie
Battaglia, aka Vanessa Marie Reynolds for Divorce - 5**

EXHIBIT “A”



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,

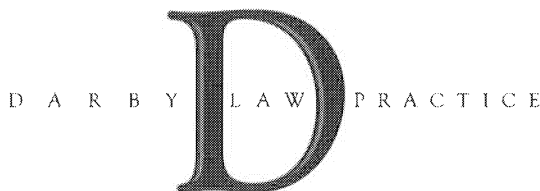
A handwritten signature in black ink, appearing to read "L. Stuchell", is written over the typed name.

L. Stuchell
Civil Supervisor

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

775.322.1237
Fax: 775.996.7290

darbylawpractice.com



Kevin A. Darby, Esq.
kad6@darbylawpractice.com

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

April 8, 2019

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

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

Dear Sheriff's Office:

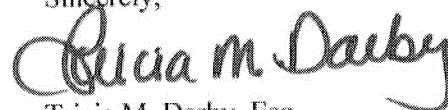
Darby Law Practice represents Vanessa Marie Mesi in a Chapter 13 bankruptcy proceeding.

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

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

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

Sincerely,



Tricia M. Darby, Esq.

JA00027

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

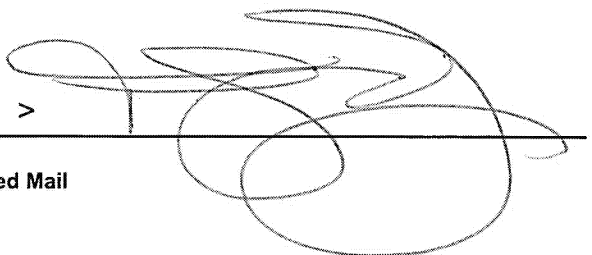
JA00029

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.

> 

Billing Code: SysGen

Proof of Service by Certified Mail

JA00030

Las Vegas Case# D-19-585846-D

7006 3450 0001 3827 9335

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
RENO, NV 89519		
OFFICIAL USE		
Postage	\$3.50	0416
Certified Fee	\$2.80	59
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$7.75	03/25/2019
Sent To Vanessa Marie Mosiaka Vanessa Marie Rattaghi aka Vanessa Marie Rattolds, c/o Tricia M. Dad		
Street, Apt. No., or PO Box No. 4777 Caughlin Pkwy		
City, State, ZIP+4 Reno, NV 89519		
PS Form 3800, August 2006 See Reverse for Instructions		

JA00031

EXHIBIT “B”

Bankruptcy and Divorce: What Divorce Counsel Should Know About Bankruptcy

by David C. Hoskins and Ellen R. Welner

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

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

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

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

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

Dischargeability

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

Chapter 7 and Chapter 13, Pre-BAPCPA

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

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

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

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

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

Chapter 7 and Chapter 13, Post-BAPCPA

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

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

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

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

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

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

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

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

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

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

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

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

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

Assets of the Bankruptcy Estate

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

The Estate and the Trustee

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

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

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

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

Preferences and Fraudulent Transfers

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

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

The trustee in bankruptcy may seek avoidance of transfers:

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

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

The Automatic Stay

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

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

Timing of Bankruptcy and Divorce

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

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

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

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

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

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

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

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

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

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

Practice Strategies

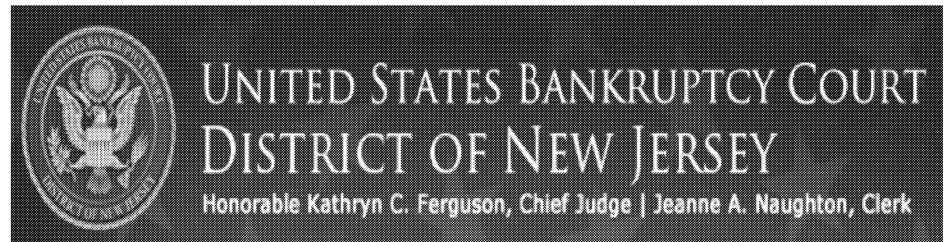
When drafting separation agreements and arguing for permanent orders, it is important to be aware of the effect of the divorce court’s orders in a subsequent bankruptcy. The following points of law should be taken into account in the divorce court orders.

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

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

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

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



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

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

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

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

Notes

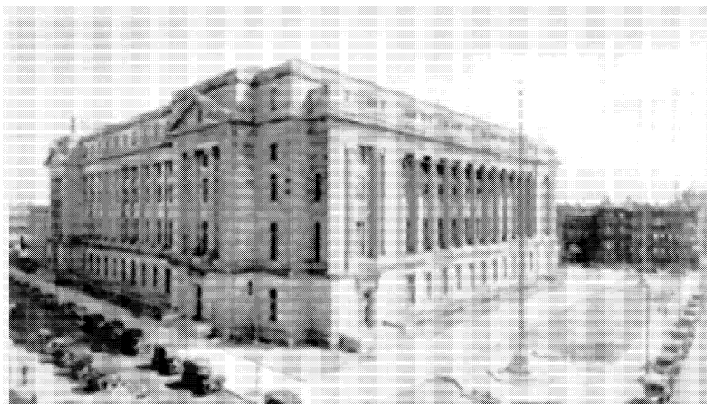
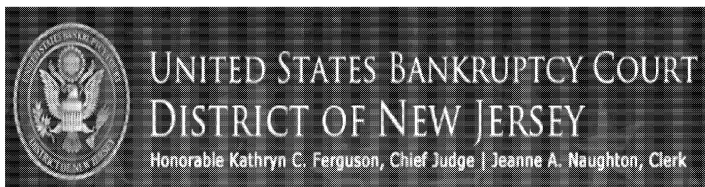
➤ The trustee in bankruptcy, at the commencement of the case, has the rights and powers of the holder of a judicial lien against property of the estate.⁹⁰ Thus, it is important to file a notice of *lis pendens* on marital property that is not titled to the client. After final orders, immediately perfect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

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

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

Conclusion

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



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

2. CRS § 14-10-106(1)(b).

3. 28 U.S.C. § 157(b)(2).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. 11 U.S.C. § 727(a).

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

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

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

(A) owed to or recoverable by—

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

(ii) a governmental unit;

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

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

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

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

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

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

22. 11 U.S.C. § 101(14A).

23. *Id.*

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

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

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

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

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

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

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

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

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

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

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

35. 11 U.S.C. § 523(a)(15).

36. 11 U.S.C. § 523(c)(1).

37. 11 U.S.C. § 1328(a).

38. 11 U.S.C. § 541(a)(1).

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

40. 11 U.S.C. § 541(a).

41. 11 U.S.C. § 547.

42. 11 U.S.C. § 548.

43. 11 U.S.C. § 544.

44. 11 U.S.C. § 541(a)(5).

45. 11 U.S.C. § 323.

46. 11 U.S.C. § 701.

47. 11 U.S.C. §§ 704 and 726.

48. 11 U.S.C. § 1302.

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

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

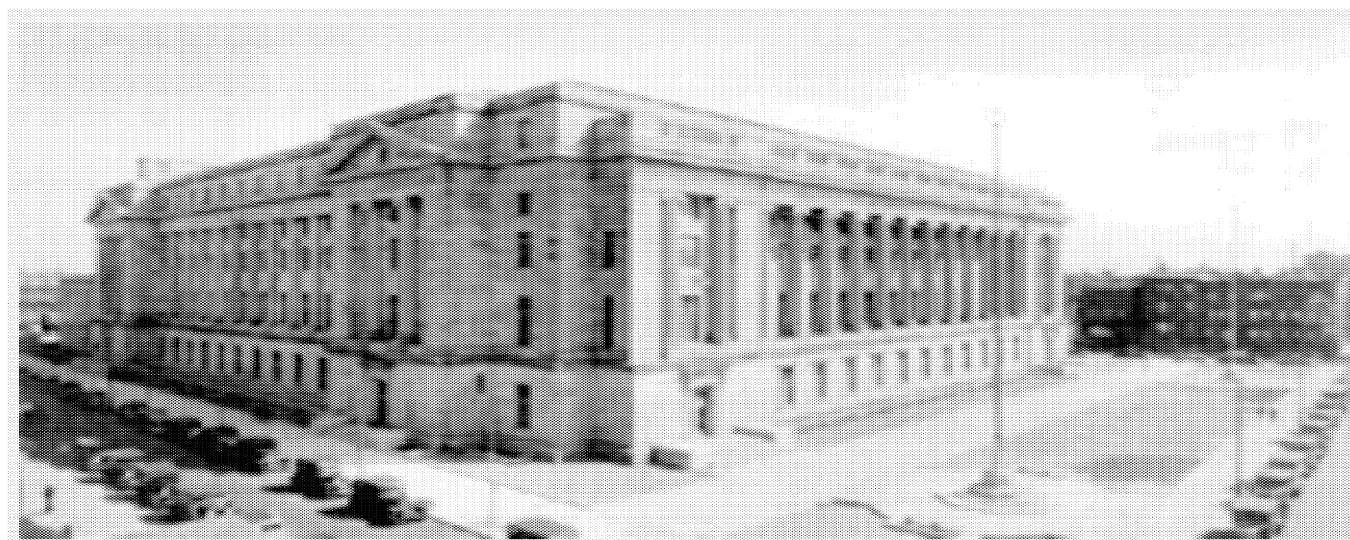
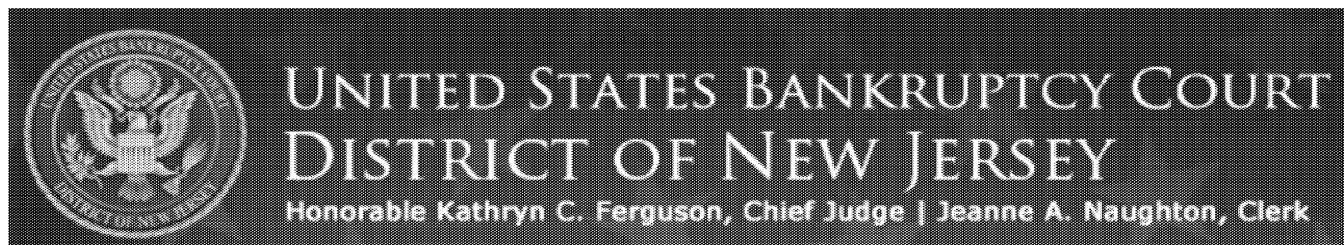
51. 11 U.S.C. § 547(b).

52. *Id.*

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

54. 11 U.S.C. § 547(c)(1) and (7).

55. 11 U.S.C. § 548(a)(1)(A).



56. 11 U.S.C. § 548(a)(1)(B).
57. CRS §§ 38-8-103, -105, and -106 (Colorado Uniform Fraudulent Transfer Act).

58. 11 U.S.C. § 548(a)(1)(B); *In re Beverly*, 374 B.R. 221 (9th Cir. BAP 2007); *In re Fordu*, 201 F.3d 693 (6th Cir. 1999).

59. 11 U.S.C. § 362(a).

60. 11 U.S.C. § 362(a) (pre-BAPCPA).

61. 11 U.S.C. § 362(b) (pre-BAPCPA).

62. 11 U.S.C. § 362(a)(2).

63. *O'Brien*, *supra* note 25 at 242 (the bankruptcy court found the debtor's obligation to pay his ex-wife for her attorney fees in postdecree litigation concerning child support to be a domestic support obligation and granted relief from the automatic stay, relying on the domestic court's characterization of the debt as such).

64. 11 U.S.C. § 362(b)(2). Also excepted from operation of the automatic stay are actions for: the withholding, suspension, or restriction of a driver's license, professional or occupational license, or recreational license; the reporting of overdue support; interception of tax refunds; and enforcement of medical obligations, as specified in various provisions of the Social Security Act.

65. 11 U.S.C. §§ 524(a) and 727(b).

66. *Id.*

67. 11 U.S.C. § 523(a)(15).

68. 11 U.S.C. § 1328(a)(2).

69. CRS § 14-10-107(4)(b).

70. 11 U.S.C. § 362(a).

71. 11 U.S.C. § 541(a).

72. 11 U.S.C. § 323(b).

73. Exemptions from execution, such as those provided in CRS § 13-54-102, are applicable in bankruptcy to protect the debtor's assets from turnover to the trustee in bankruptcy. 11 U.S.C. § 522(b).

74. Generally, there is no statutory exemption that protects cash resources from turnover to the trustee. *See* CRS § 13-54-102. If the bankruptcy case is filed when there are savings, the trustee will demand turnover for the benefit of unsecured creditors. However, if the parties co-operate prior to filing bankruptcy, they could agree to use cash resources

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

89. 11 U.S.C. § 541(a)(5).

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

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

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

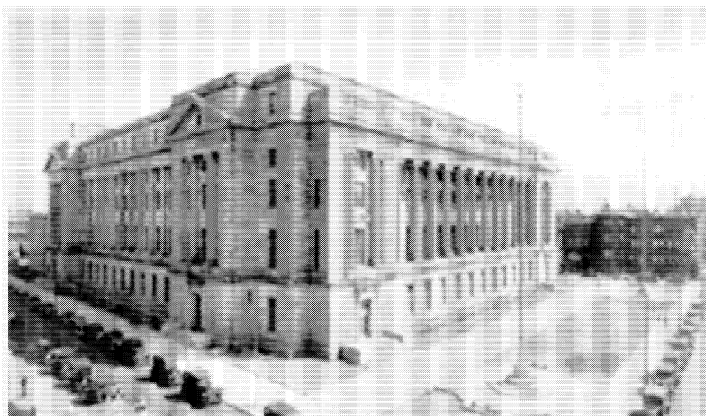
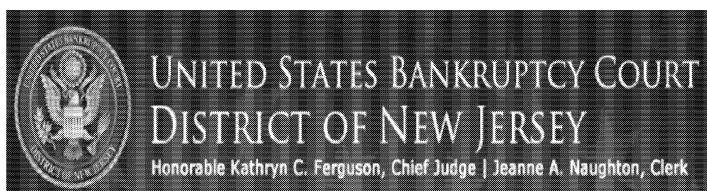


EXHIBIT “C”

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

History

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

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

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

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

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

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

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

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

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

TAB 5

Heather S. Hume
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

ERIC THOMAS MESI, PLAINTIFF
VS.
VANESSA MARIE MESI,
DEFENDANT.

CASE NO: D-19-585846-D

DEPARTMENT G

DECLARATION OF SERVICE

Submitted by:

Prepared by Clerk

**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

) Dated: 4/3/2019
)
)

) Civil File Number: 19002547
)

) CASE No.: D19585846D
)

DECLARATION OF SERVICE

STATE OF NEVADA }
 } ss:
COUNTY OF WASHOE }

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:

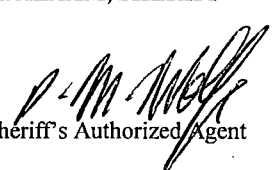
Sub-served: Vanessa Marie Mesi by serving Samantha Fryer, Legal Assistant
Location: c/o Darby Law Firm 4777 Caughlin Parkway Reno, NV 89519
Date: 4/3/2019 Time: 10:25 AM

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)

I declare under penalty of perjury under the law provided of the State of Nevada that the foregoing is true and correct.
No notary is required per NRS 53.045.

DARIN BALAAM, SHERIFF

By:


Sheriff's Authorized Agent

Clark County District Court
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

RECEIVED

APR 09 2019

RECORDS

TAB 6

**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:

PRINT DATE:	05/01/2019	Page 1 of 2	Minutes Date:	May 01, 2019
-------------	------------	-------------	---------------	--------------

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

FUTURE HEARINGS:

PRINT DATE:	05/01/2019	Page 2 of 2	Minutes Date:	May 01, 2019
-------------	------------	-------------	---------------	--------------

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

TAB 7

**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:

PRINT DATE:	05/06/2019	Page 1 of 2	Minutes Date:	May 06, 2019
-------------	------------	-------------	---------------	--------------

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

FUTURE HEARINGS:

PRINT DATE:	05/06/2019	Page 2 of 2	Minutes Date:	May 06, 2019
-------------	------------	-------------	---------------	--------------

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

TAB 8



EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
FAMILY COURTS & SERVICES CENTER
Law Clerk
Department G
601 North Pecos Road
Las Vegas, Nevada 89101-2408

May 9, 2019
Case # D-19-585846-D
Eric Thomas Mesi
4500 Pencaster
Las Vegas, NV 89115

Dear Mr. Mesi,

The Court received your proposed Decree for Divorce. It is being returned to you unsigned.

After review, while you have filed a proper Declaration of Service on April 16, 2019, you have not obtained a proper Default in this matter and therefore have not effectuated complete service on Defendant, who has yet to appear in this matter. You must file a proper Default through the Clerk's Office of Family Court. Because there have been no hearings in this case, you must also file a Request for Summary Disposition and Affidavit in Support as well.

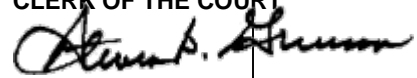
As a note, your Complaint for Divorce filed on March 13, 2019 and your proposed Decree *must match completely*. While you list community property in the Complaint to be divided and in the proposed Decree state that there is now no community property to divide or that the property has been divided, the division of community debt provisions do *not* appear to match. You must either amend your Complaint, file the Amended Complaint, effectuate proper service on the Amended Complaint (and if necessary obtain a Default on the Amended Complaint) to match your proposed Decree or revise your proposed Decree to match your Complaint filed on March 13, 2019.

After filing the proper documents as described in paragraph 2 and after either revising your proposed Decree to match your Complaint filed on March 13, 2019, or amending your Complaint and following the procedures outlined above you may resubmit your proposed Decree to chambers. Please make sure the provisions in the Complaint and the proposed Decree match (except if community property has indeed been divided). Alternatively, you may choose to set a hearing before the Court so that that Court can clarify these issues. To note, should you choose to set a hearing, you will not need to file a Request for Summary Disposition and an Affidavit in Support. Thank you.

Sincerely,
Ashley St. Clair, Esq.
Department G Law Clerk
Telephone (702) 455-6945
Facsimile (702) 384-5074

**** THIS MEMO MUST BE RETURNED WITH ANY RESUBMISSION ****

TAB 9



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

REQUEST FOR SUMMARY
DISPOSITION OF DECREE

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

1 **REQUEST FOR SUMMARY DISPOSITION OF DECREE**

2 **Plaintiff Eric Thomas Mesi** requests this Court for a summary
3
4 disposition for a Decree without a hearing. There has been “**40 working**
5 **days**” to respond to this case, referencing the original mailing US Mail
6 stamped **March 25th 2019**. Defendant and her council Attorney Tricia
7 Darby Bar #: **7956** was served on **April, 10th 2019**. The defendant has
8 **NOT** appeared in this case, which there is no cause for a hearing.
9
10
11
12
13
14
15
16

17 **DATED this 17th day of May, 2019**

18
19
20 *Eric Thomas Mesi*

21 **Eric Thomas Mesi**

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

27
28 **Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie**
 Battaglia, aka Vanessa Marie Reynolds for Divorce - 2

Exhibit Cover Page

Exhibit “A” Decree Court Letter 5-15-19

Pages “2”.

Exhibit “B” Eric Thomas Mesi’s Sworn Affidavit 5-17-19

Pages “4”.

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

VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

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

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 17^h day of May, 2019



Eric Thomas Mesi

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

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

Exhibit “A”

Exhibit “A”



EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
FAMILY COURTS & SERVICES CENTER
Law Clerk
Department G
601 North Pecos Road
Las Vegas, Nevada 89101-2408

May 9, 2019
Case # D-19-585846-D
Eric Thomas Mesi
4500 Pencaster
Las Vegas, NV 89115

Dear Mr. Mesi,

The Court received your proposed Decree for Divorce. It is being returned to you unsigned.

After review, while you have filed a proper Declaration of Service on April 16, 2019, you have not obtained a proper Default in this matter and therefore have not effectuated complete service on Defendant, who has yet to appear in this matter. You must file a proper Default through the Clerk's Office of Family Court. Because there have been no hearings in this case, you must also file a Request for Summary Disposition and Affidavit in Support as well.

As a note, your Complaint for Divorce filed on March 13, 2019 and your proposed Decree *must match completely*. While you list community property in the Complaint to be divided and in the proposed Decree state that there is now no community property to divide or that the property has been divided, the division of community debt provisions do *not* appear to match. You must either amend your Complaint, file the Amended Complaint, effectuate proper service on the Amended Complaint (and if necessary obtain a Default on the Amended Complaint) to match your proposed Decree or revise your proposed Decree to match your Complaint filed on March 13, 2019.

After filing the proper documents as described in paragraph 2 and after either revising your proposed Decree to match your Complaint filed on March 13, 2019, or amending your Complaint and following the procedures outlined above you may resubmit your proposed Decree to chambers. Please make sure the provisions in the Complaint and the proposed Decree match (except if community property has indeed been divided). Alternatively, you may choose to set a hearing before the Court so that that Court can clarify these issues. To note, should you choose to set a hearing, you will not need to file a Request for Summary Disposition and an Affidavit in Support. Thank you.

Sincerely,
Ashley St. Clair, Esq.
Department G Law Clerk
Telephone (702) 455-6945
Facsimile (702) 384-5074

**** THIS MEMO MUST BE RETURNED WITH ANY RESUBMISSION ****

Exhibit “B”

Exhibit “B”

Eric Thomas Mesi Sworn Affidavit

I Eric Thomas Mesi am testifying in this Sworn Affidavit under penalty and perjury I am telling the trust and nothing but the truth. Defendant Vanessa Marie Mesi will not reply to this Court as how she has long abandoned my marriage, she will also refuse to shows presence in this Divorce Case D-19585846-D. Here are the history of events;

1. Vanessa abandoned her previous marriage and son and lived with me while married to Russell Battaglia 3rd. Her claim was he would beat her if he found her.
2. Vanessa went through years of custody battles with her ex husband. I had to be her savior to keep her from that mess.
3. She bugged me for money constantly to pay for her divorce attorney and custody legal battles with her Ex Husband Russell Battaglia 3rd.
4. I explained she could make a little money on eBay. She failed to send the items she sold. She blamed it all on me and I was arrested. Cost me \$12,000 to get out of that mess.
5. I bought a few investment homes in Patterson Ca. I made enough money to pay all fines off and buy a home in Sparks Nevada.
6. For the new home I ordered new window coverings that were \$7,800. Vanessa took \$8,000 out of my account that I had to pay for the window coverings. AJ whom installed them had police come to the home to arrest me for not paying him.
7. All along Vanessa kept going back to San Jose Ca with the excuse she has to see family. My father caught her hanging around Gustine California not working. She simply burnt fuel for no reason putting my father in court being sued for the commercial CFN fuel credit.
8. My father had a separate home and we both wound up in illegal foreclosures on each home. Vanessa during those 11 years never stood behind me she abandoned the marriage for years.

9. I didn't want to file divorce then because of all the legal battles my father and I were in.
10. Vanessa constantly used my father's business gas card. She used the excuse she worked in San Jose Ca. She'd leave each morning not go to work because she was fired, but go all the way to San Jose Ca to see her ex husband and the Battaglia's.
11. Vanessa during this time went and lived with her ex husband and his new wife and new young boys.
12. Vanessa has never been a wife to me and stood by me on anything. Vanessa constantly argued with my family and friends and anyone I ever knew said she is a rotten person.
13. I never was abusive. I tried to make her life better. I bought her piles of brand new vehicles;
 - A. 1-2003 Hyundai Santa Fe
 - B. 2-2004 Toyota Corolla
 - C. 3-2005 PT Cruiser
 - D. 4-2006 Chevy Equinox
 - E. 5-2010 GMC Terrain
 - F. 6-2017 Hyundai Santa Fe
14. I June 2016 Social Security Disability took my income away. Vanessa never stood behind me on anything. I was extremely depressed. I walked away from the illegal foreclosure and moved to San Jose Ca.
15. Having no income Vanessa believed I needed to continue going on buying her new clothes. May if 2017 she took my Lane Bryant care and charged \$400 for new clothes. She knew her or I had no income to pay it back.
16. Vanessa and I filed chapter 7 in 2012 after she charged up all credit cards. 3 years after that she changed up all her new credit cards again filed chapter 13 bankruptcy. Vanessa wrote two checks to a cash check loan place and they cashed them putting my

checking account in negative status by \$400. I had to call that creditor force them to refund the money.

17. Vanessa in her bankruptcy went by the name Vanessa Mesi her married name. On her license with DMV she lies saying her name is Vanessa Battaglia. She mostly goes by Vanessa Battaglia only uses the Mesi name when it benefits her. Another name she uses is Vanessa Reynolds her name before she married Russell Battaglia 3rd.
18. During her bankruptcy she charged on my Lane Bryant card several times. The Premierone credit card visa was used for overdraft protection. Her bankruptcy trustee ordered her to not use that credit card or any of her husband's credit. When I got my back pay \$30,000 from social security I'd no sooner pay that visa off she'd charged the whole card to the max to \$1,000 per each event. I ended up pumping my back pay into that visa and her us bankruptcy trustee filed a motion in the federal bankruptcy court stating this bankruptcy fraud. Her attorney had to litigate this matter.
19. Moving to Las Vegas, Nevada Vanessa Marie Mesi hid my Eureka Vacuum and Hoover Shampooer and left it in San Jose California. I bought these items before I married her and these items do not belong to her, constantly coning and embezzling from me.
20. With this said, Vanessa is a professional Con-Artist, took advantage of my family and myself. I request a Restraining order for my complete family Regina Porter and her family, my mother Betty Mesi and myself. Vanessa has inadvertently conned my sister and my mother out of thousands of dollars including myself.

NEVADA NOTARY ACKNOWLEDGMENT

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


Eric Thomas Mesi

TAB 10



Electronically Filed
6/10/2019 3:09 PM
Steven D. Grierson
CLERK OF THE COURT

A handwritten signature in black ink, appearing to read "Steven D. Grierson", is written over the printed name and title.

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
FAMILY COURTS & SERVICES CENTER
Law Clerk
Department G
601 North Pecos Road
Las Vegas, Nevada 89101-2408

May 21, 2019
Case # D-19-585846-D
Eric Thomas Mesi
4500 Pencaster
Las Vegas, NV 89115

Dear Mr. Mesi,

The Court received your proposed Decree for Divorce again. It is being returned to you unsigned.

After review, you still have not filed a proper Default in this matter. **Please go to the Clerk's Office located on the first (1st) floor of the Family Courthouse at 601 N. Pecos with a copy of this memorandum and a copy of the May 9, 2019 memorandum (also attached) to ensure that all revisions in the memorandum have been satisfied.**

You may also want to go to the Self-Help Center also located on the first (1st) floor of the Family Courthouse for assistance. Thank you.

Sincerely,
Ashley St. Clair, Esq.
Department G Law Clerk
Telephone (702) 455-6945
Facsimile (702) 384-5074

**** THIS MEMO MUST BE RETURNED WITH ANY RESUBMISSION ****

TAB 11

**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:	06/03/2019	Page 1 of 1	Minutes Date:	June 03, 2019
-------------	------------	-------------	---------------	---------------

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

TAB 12

Case Number: D-19-585846-D
(to be assigned by the Clerk's Office)

Electronically Filed
6/12/2019 1:45 PM
Steven D. Grierson
CLERK OF THE COURT

CLARK COUNTY, NEVADA
FAMILY COURT COVER SHEET

Steven D. Grierson

PARTIES:

Plaintiff/Petitioner		Defendant/Respondent/Co-Petitioner/Protected Person	
Last Name: <u>Mesi</u>		Last Name: <u>Battaglia-Mesi</u>	
First Name: <u>Eric</u>	Middle Name: <u>Thomas</u>	First Name: <u>Vanessa</u>	Middle Name: <u>Marie</u>
Mailing Address: <u>4500 Pencester Street</u>		Mailing Address: <u>4304 Hampshire Place</u>	
City, State, Zip: <u>N Las Vegas, Nevada 89115</u>		City, State, Zip: <u>San Jose, Ca 95136</u>	
Phone #: <u>(775)996-5638</u>	Date of Birth: <u>09/04/1963</u>	Phone #: <u>(408) 343-9494</u>	Date of Birth: <u>02/10/1973</u>
Email Address: <u>Eric.mesi@att.net</u>		Email Address: <u>vanessabattaglia1973@gmail.com</u>	
Attorney Information <input type="checkbox"/> not applicable		Attorney Information <input type="checkbox"/> not applicable	
Name:	Bar No.:	Name:	Bar No.:
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Phone #:		Phone #:	

CASE TYPE: (Check only one box only for the primary type of case you are filing)

DISSOLUTION	MISC. DOMESTIC RELATIONS PETITIONS	GUARDIANSHIP	OTHER
<input type="checkbox"/> Annulment <input checked="" type="checkbox"/> Divorce - No minor child(ren) <input type="checkbox"/> Divorce - With minor child(ren) <input type="checkbox"/> Foreign Decree <input type="checkbox"/> Joint Petition - No minor child(ren) <input type="checkbox"/> Joint Petition - With minor child(ren) <input type="checkbox"/> Separate Maintenance	<input type="checkbox"/> Adoption - Minor <input type="checkbox"/> Adoption - Adult <input type="checkbox"/> Child Custody (non-divorce) <input type="checkbox"/> Child Support (private party) <input type="checkbox"/> Mental Health <input type="checkbox"/> Name Change <input type="checkbox"/> Paternity <input type="checkbox"/> Permission to Marry <input type="checkbox"/> Temporary Protective Order (TPO) <input type="checkbox"/> Termination of Parental Rights (private party) <input type="checkbox"/> Termination of Parental Rights (State initiated) <input type="checkbox"/> Visitation (non-divorce) <input checked="" type="checkbox"/> Other (identify) <u>Declaration of</u>	Guardianship of an Adult <input type="checkbox"/> Person <input type="checkbox"/> Estate <input type="checkbox"/> Person and Estate Guardianship of a Minor <input type="checkbox"/> Person <input type="checkbox"/> Estate <input type="checkbox"/> Person and Estate <input type="checkbox"/> Guardianship Trust	DA Child Support <input type="checkbox"/> DA - UIFSA <input type="checkbox"/> DA - Child Support In State DA Child Dependency <input type="checkbox"/> DA - Abuse/Neglect <input type="checkbox"/> DA - No Fault <input type="checkbox"/> DA - Other (identify) Juvenile <input type="checkbox"/> Emancipation

CHILDREN INVOLVED IN THIS CASE (if applicable)

Last Name	First Name	Middle Name	Date of Birth	Relationship
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Does this family have any other current or past case(s) in the Clark County Family Court or Juvenile Court?
☐ YES ☒ NO

Vanessa Battaglia

Your Printed Name

Nevada AOC - Research & Statistics Unit
Pursuant to NRS 3.275

Vanessa Battaglia
Your Signature

June 12, 2019

Date

Revised 03/2019

Vanessa Marie Battaglia, Pro Se
260 E. Mission Street
San Jose, CA 95112
(408) 265-3542

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

Eric Thomas Mesi

Plaintiff(s),

-vs-

Vanessa Marie Battaglia

Defendant(s).

CASE NO. D-19-585846-D

DEPT. NO. G

MOTION TO QUASH THE ABOVE CASE

I am requesting that the above case D-19-585846-D be quashed for the following reasons: On January 23, 2019, I filed a petition for divorce and a Temporary Restraining Order, in Santa Clara County, Family Court of CA, case number 19-FL000267. Starting on January 29, thru May 15, 2019, I have made numerous attempts to serve Eric Mesi, through 3 separate process servers, 2 certified process servers and the Clark County Sheriffs Department, on 2 separate occasions, totaling approximately 15 attempts, which have all been unsuccessful, see (Exhibit A)


On April 25, 2019 Judge Franco, in Department 73, granted an order, for the Restraining Order on Eric Mesi, to be served by first class mail. On April 25, 2019, the Restraining Order was sent first class mail, to Eric Mesi, enclosed is the filed copy of service by mail, see (Exhibit B).

On May 30, 2019 Judge Franco, granted a restraining order to be in effect until May 30, 2021 see (Exhibit C).

On April 3, 2019, Eric Mesi had the Washoe County Sheriff's Department, serve my bankruptcy attorney Tricia Darby. My BK attorney Tricia Darby, sent a letter to the Sheriff's Department, to Eric Mesi and to your Court, department G, informing everyone she does not represent me in this capacity and has no authority to accept service. The Sheriff's Department responded with a letter, to my BK attorney Tricia Darby, which indicated they contacted and advised Eric of her letter to the Sheriff. Eric then responded with a demeaning email to Tricia Darby, see (Exhibit D). As of todays date, I have not been properly served by Eric Mesi.

On May 6, 2019, Eric Mesi filed a response to the Restraining Order, issued in Santa Clara County, Family Court of CA , and has neglected to notify the Nevada courts of my filings. A declaration to response. see (Exhibit E).

Enclosed are all the filings in the Santa Clara County, Family Court of CA, which include a petition for divorce, restraining order, continuing court hearings, proof of services, declaration's, Eric Mesi's response to restraining order, letter from Tricia Darby, included with all exhibits, and all additional filings related to the case in CA, see (Exhibit F). I have been hospitalized for a total of two months, for surgeries and complications, I have been very ill and am unable to travel, see (Exhibit G). I pray the court grant the dismissal of the above case and allow Santa Clara County, Family Court of CA, to have jurisdiction over the original case filed on January 23, 2019.


Vanessa Battaglia, Pro Se
260 E. Mission Street
San Jose, CA 95112

TAB 13

Case Number: D-19-585846-D
(to be assigned by the Clerk's Office)

Electronically Filed
6/12/2019 10:21 PM
Steven D. Grierson
CLERK OF THE COURT

CLARK COUNTY, NEVADA
FAMILY COURT COVER SHEET

Steven D. Grierson

PARTIES:

Plaintiff/Petitioner		Defendant/Respondent/Co-Petitioner/Protected Person	
Last Name: <u>Mesi</u>		Last Name: <u>Battaglia-Mesi</u>	
First Name: <u>Eric</u>	Middle Name: <u>Thomas</u>	First Name: <u>Vanessa</u>	Middle Name: <u>Marie</u>
Mailing Address: <u>4500 Pencester Street</u>		Mailing Address: <u>4304 Hampshire Place</u>	
City, State, Zip: <u>N Las Vegas, Nevada 89115</u>		City, State, Zip: <u>San Jose, Ca 95136</u>	
Phone #: <u>(775)996-5638</u>	Date of Birth: <u>09/04/1963</u>	Phone #: <u>(408) 343-9494</u>	Date of Birth: <u>02/10/1973</u>
Email Address: <u>Eric.mesi@att.net</u>		Email Address: <u>vanessabattaglia1973@gmail.com</u>	
Attorney Information <input type="checkbox"/> not applicable		Attorney Information <input type="checkbox"/> not applicable	
Name:	Bar No.:	Name:	Bar No.:
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Phone #:		Phone #:	

CASE TYPE: (Check only one box only for the primary type of case you are filing)

DISSOLUTION	MISC. DOMESTIC RELATIONS PETITIONS	GUARDIANSHIP	OTHER
<input type="checkbox"/> Annulment <input checked="" type="checkbox"/> Divorce - No minor child(ren) <input type="checkbox"/> Divorce - With minor child(ren) <input type="checkbox"/> Foreign Decree <input type="checkbox"/> Joint Petition - No minor child(ren) <input type="checkbox"/> Joint Petition - With minor child(ren) <input type="checkbox"/> Separate Maintenance	<input type="checkbox"/> Adoption - Minor <input type="checkbox"/> Adoption - Adult <input type="checkbox"/> Child Custody (non-divorce) <input type="checkbox"/> Child Support (private party) <input type="checkbox"/> Mental Health <input type="checkbox"/> Name Change <input type="checkbox"/> Paternity <input type="checkbox"/> Permission to Marry <input type="checkbox"/> Temporary Protective Order (TPO) <input type="checkbox"/> Termination of Parental Rights (private party) <input type="checkbox"/> Termination of Parental Rights (State initiated) <input type="checkbox"/> Visitation (non-divorce) <input checked="" type="checkbox"/> Other (identify) <u>Declaration of</u>	Guardianship of an Adult <input type="checkbox"/> Person <input type="checkbox"/> Estate <input type="checkbox"/> Person and Estate Guardianship of a Minor <input type="checkbox"/> Person <input type="checkbox"/> Estate <input type="checkbox"/> Person and Estate <input type="checkbox"/> Guardianship Trust	DA Child Support <input type="checkbox"/> DA - UIFSA <input type="checkbox"/> DA - Child Support In State DA Child Dependency <input type="checkbox"/> DA - Abuse/Neglect <input type="checkbox"/> DA - No Fault <input type="checkbox"/> DA - Other (identify) Juvenile <input type="checkbox"/> Emancipation

CHILDREN INVOLVED IN THIS CASE (if applicable)

Last Name	First Name	Middle Name	Date of Birth	Relationship
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Does this family have any other current or past case(s) in the Clark County Family Court or Juvenile Court?
☐ YES ☒ NO

Vanessa Battaglia

Your Printed Name

Nevada AOC - Research & Statistics Unit
Pursuant to NRS 3.275

Vanessa Battaglia
Your Signature

June 12, 2019

Date

Revised 03/2019

Vanessa Marie Battaglia, Pro Se
260 E. Mission Street
San Jose, CA 95112
(408) 265-3542

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

Eric Thomas Mesi

Plaintiff(s),

-vs-

Vanessa Marie Battaglia

Defendant(s).

CASE NO. D-19-585846-D

DEPT. NO. G

MOTION TO QUASH THE ABOVE CASE

I am requesting that the above case D-19-585846-D be quashed for the following reasons: On January 23, 2019, I filed a petition for divorce and a Temporary Restraining Order, in Santa Clara County, Family Court of CA, case number 19-FL000267. Starting on January 29, thru May 15, 2019, I have made numerous attempts to serve Eric Mesi, through 3 separate process servers, 2 certified process servers and the Clark County Sheriffs Department, on 2 separate occasions, totaling approximately 15 attempts, which have all been unsuccessful, see (Exhibit A)


On April 25, 2019 Judge Franco, in Department 73, granted an order, for the Restraining Order on Eric Mesi, to be served by first class mail. On April 25, 2019, the Restraining Order was sent first class mail, to Eric Mesi, enclosed is the filed copy of service by mail, see (Exhibit B).

On May 30, 2019 Judge Franco, granted a restraining order to be in effect until May 30, 2021 see (Exhibit C).

On April 3, 2019, Eric Mesi had the Washoe County Sheriff's Department, serve my bankruptcy attorney Tricia Darby. My BK attorney Tricia Darby, sent a letter to the Sheriff's Department, to Eric Mesi and to your Court, department G, informing everyone she does not represent me in this capacity and has no authority to accept service. The Sheriff's Department responded with a letter, to my BK attorney Tricia Darby, which indicated they contacted and advised Eric of her letter to the Sheriff. Eric then responded with a demeaning email to Tricia Darby, see (Exhibit D). As of todays date, I have not been properly served by Eric Mesi.

On May 6, 2019, Eric Mesi filed a response to the Restraining Order, issued in Santa Clara County, Family Court of CA , and has neglected to notify the Nevada courts of my filings. A declaration to response. see (Exhibit E).

Enclosed are all the filings in the Santa Clara County, Family Court of CA, which include a petition for divorce, restraining order, continuing court hearings, proof of services, declaration's, Eric Mesi's response to restraining order, letter from Tricia Darby, included with all exhibits, and all additional filings related to the case in CA, see (Exhibit F). I have been hospitalized for a total of two months, for surgeries and complications, I have been very ill and am unable to travel, see (Exhibit G). I pray the court grant the dismissal of the above case and allow Santa Clara County, Family Court of CA, to have jurisdiction over the original case filed on January 23, 2019.


Vanessa Battaglia, Pro Se
260 E. Mission Street
San Jose, CA 95112

TAB 14



**EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
FAMILY COURTS & SERVICES CENTER
Law Clerk
Department G
601 North Pecos Road
Las Vegas, Nevada 89101-2408**

June 12, 2019
Case # D-19-585846-D
Eric Thomas Mesi
4500 Pencaster
Las Vegas, NV 89115

Dear Mr. Mesi,

The Court has received three (3) additional proposed Decrees of Divorce between June 10, 2019 and June 12, 2019. The Court has already returned multiple proposed Decrees in this case. At this time the Decrees will be not be reviewed or signed.

The Court has been made aware that there is a possible case in California regarding you and Defendant Vanessa Marie Mesi. The Court will set up a conference call with the California Court to properly address this matter. The Court asks that you do not send another proposed Decree until the above matter is resolved. Thank you.

Sincerely,

Ashley St. Clair, Esq.
Department G Law Clerk
Telephone (702) 455-6945
Facsimile (702) 384-5074

**** THIS MEMO MUST BE RETURNED WITH ANY RESUBMISSION ****

TAB 15

Steven D. Grierson

CLARK COUNTY, NEVADA
FAMILY COURT COVER SHEET

PARTIES:

Plaintiff/Petitioner		Defendant/Respondent/Co-Petitioner/Protected Person	
Last Name: <u>Mesi</u>		Last Name: <u>Battaglia-Mesi</u>	
First Name: <u>Eric</u>	Middle Name: <u>Thomas</u>	First Name: <u>Vanessa</u>	Middle Name: <u>Marie</u>
Mailing Address: <u>4500 Pencester Street</u>		Mailing Address: <u>4304 Hampshire Place</u>	
City, State, Zip: <u>N Las Vegas, Nevada 89115</u>		City, State, Zip: <u>San Jose, Ca 95136</u>	
Phone #: <u>(775)996-5638</u>	Date of Birth: <u>09/04/1963</u>	Phone #: <u>(408) 343-9494</u>	Date of Birth: <u>02/10/1973</u>
Email Address: <u>Eric.mesi@att.net</u>		Email Address: <u>vanessabattaglia1973@gmail.com</u>	
Attorney Information <input type="checkbox"/> not applicable		Attorney Information <input type="checkbox"/> not applicable	
Name:	Bar No.:	Name:	Bar No.:
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Phone #:		Phone #:	

CASE TYPE: (Check only one box only for the primary type of case you are filing)

DISSOLUTION	MISC. DOMESTIC RELATIONS PETITIONS	GUARDIANSHIP	OTHER
<input type="checkbox"/> Annulment <input checked="" type="checkbox"/> Divorce - No minor child(ren) <input type="checkbox"/> Divorce - With minor child(ren) <input type="checkbox"/> Foreign Decree <input type="checkbox"/> Joint Petition - No minor child(ren) <input type="checkbox"/> Joint Petition - With minor child(ren) <input type="checkbox"/> Separate Maintenance	<input type="checkbox"/> Adoption - Minor <input type="checkbox"/> Adoption - Adult <input type="checkbox"/> Child Custody (non-divorce) <input type="checkbox"/> Child Support (private party) <input type="checkbox"/> Mental Health <input type="checkbox"/> Name Change <input type="checkbox"/> Paternity <input type="checkbox"/> Permission to Marry <input type="checkbox"/> Temporary Protective Order (TPO) <input type="checkbox"/> Termination of Parental Rights (private party) <input type="checkbox"/> Termination of Parental Rights (State initiated) <input type="checkbox"/> Visitation (non-divorce) <input checked="" type="checkbox"/> Other (identify) <u>Declaration of</u>	Guardianship of an Adult <input type="checkbox"/> Person <input type="checkbox"/> Estate <input type="checkbox"/> Person and Estate Guardianship of a Minor <input type="checkbox"/> Person <input type="checkbox"/> Estate <input type="checkbox"/> Person and Estate <input type="checkbox"/> Guardianship Trust	DA Child Support <input type="checkbox"/> DA - UIFSA <input type="checkbox"/> DA - Child Support In State DA Child Dependency <input type="checkbox"/> DA - Abuse/Neglect <input type="checkbox"/> DA - No Fault <input type="checkbox"/> DA - Other (identify) Juvenile <input type="checkbox"/> Emancipation

CHILDREN INVOLVED IN THIS CASE (if applicable)

Last Name	First Name	Middle Name	Date of Birth	Relationship
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Does this family have any other current or past case(s) in the Clark County Family Court or Juvenile Court?

☐ YES ☒ NO

Vanessa Battaglia

Your Printed Name

Nevada AOC - Research & Statistics Unit
Pursuant to NRS 3.275

Your Signature

Vanessa Battaglia

June 12, 2019

Date

Revised 03/2019

Vanessa Battaglia-Mesi

260 E Mission Street

San Jose, Ca 95112

(408) 343-9494

PLAINTIFF AND DEFENDANT: IN PRO PER

FAMILY COURT

CLARK COUNTY, NEVADA

Eric Mesi

Plaintiff(s),

-VS-

Vanessa Mesi

Defendant(s).

CASE NO. **D-19-585846-D**

DEPT. NO. **G**

DECLARATION TO INFORM THE COURT

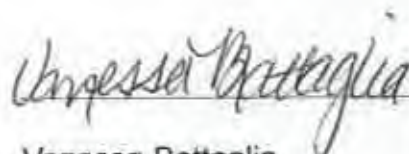
HEARING DATE: **N/A**

HEARING TIME: **N/A**

The purpose of this declaration is to inform the Clark County Family Court, Department G, that on January 23, 2019, I (Vanessa Marie Battaglia) filed a Petition for Divorce and Restraining Order, in Santa Clara County, Family Court, San Jose, CA 95113, Case Number 19FL000267. I made several attempts to serve Eric Mesi copies of the divorce and restraining order petition, through two different process servers, Mr. Martin Druckman of PSI Inc., attempted service 6 times; Bullet Legal Services, attempted service 2 times. On two (2) separate occasions the Deputy of the Clark County Sheriff's Civil Process Section, attempted service 6 times, including leaving a red card, at the residences front door, of 4500 Pencester Street, N, Las Vegas, Nevada 89115 and Mr. Mesi's truck, parked in the driveway, to contact the Sheriff's department. The deputy also made attempts to phone Mr. Mesi's residence, his mother Betty Mesi, advised the Deputy, Eric did not live at that address. After 15 attempts to serve Eric Mesi, I filed a request for an order for Alternative Means of Service, by mail. On April 25, 2019, Judge Franco, in Department 73, granted an order for Eric Mesi to be served by mail. On April 25, a copy of the Restraining Order was placed in an envelope and mailed to Eric. On May 6, 2019, Eric Mesi E-Filed 110 pages, with the Santa Clara County Family Court, at 201 N. First Street, San Jose, CA 95113, case number 19FL000267, which was a Response To Request to Retract the Domestic Violence Restraining Order.

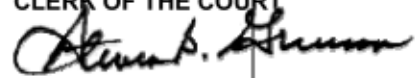
On May 30, 2019 at 9:00 am, there was a court hearing before Honorable Judge Franco, regarding the Domestic Violence Restraining Order. Mr. Mesi was aware of the court hearing, and neglected to call or appear in court. At the hearing Judge Franco, granted a 2 year Restraining Order, until May 30, 2021, which can be renewed in the future if needed. On June 3, 2019, Mr. Mesi responded to the 2 year, Restraining Order by E-Filing 113 pages, Objecting to the Restraining Order. There is a hearing date set for July 11, 2019, in Department 73, at 9:00 am, for alternative means of service for the divorce and temporary spousal support. I have mailed copies of the divorce and spousal support petition to the Clark County Sheriff's, Civil Process Section, again to attempt service on Mr. Mesi starting on, Thursday, June 13, 2019. On June 6, 2019, I placed in a two (2) day air envelope, at a United States Post Office, addressed to 601 N Pecos Street, Las Vegas, Nevada 89155, Department G, with Case Number: D-19-585846-D, a Motion to Quash, case number D-585846-D, also enclosed are all the documents and exhibits, including both of Eric's filings, filed in Santa Clara County Family Court, at 201 N First Street, San Jose, Ca 95113. I was unable to download the enormous number of pages in order to E-File, therefore was left with no other alternative but to mail the documents. I was informed by the Family Court in NV, that it could take up to 3 weeks or longer, before the documents, that were mailed could be entered into your court system. It is my desire to inform the Family Court in NV, of the matter in CA, and pray the Motion to Quash is granted, although I have not been properly served by Eric Mesi.

I declare under penalty and perjury under the laws of the State of California, that the statements above are true and correct, to the best of my knowledge.



Vanessa Battaglia
260 E Mission Street
San Jose, Ca 95112

TAB 16



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

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
21
22
23
24
25
26
27
28

**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 *Eric Thomas Mesi*

10 **Eric Thomas Mesi**

11
12 **4500 Pencester**
13 **Las Vegas, Nevada 89115**
14 **775-980-7638**
15 **In Proper Person**
16
17
18
19
20
21
22
23
24
25
26
27
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”



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 black ink, appearing to read "L. Stuchell", is written over a horizontal line.

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)

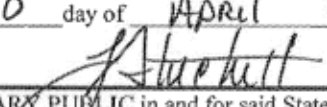
Clark County District Court

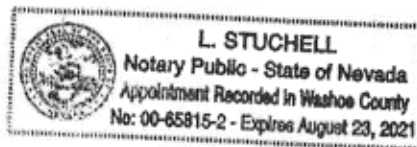
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

SUBSCRIBED AND SWORN to me before me this

DARIN BALAAM, SHERIFF

By: 
Sheriff's Authorized Agent

10 day of April 2019.

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



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

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

JA00090

U.S. Postal ServiceTM
CERTIFIED MAILSM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

RENO, NV 89519

0416
59

Postmark
Here

03/25/2019

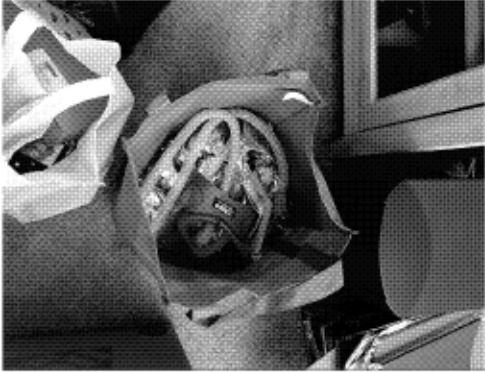
Sent To Vannesa Marie Kinsaka Vannesa Marie Raffagiolata Vannesa Marie Raffagiolata Tricia H. Dwyer
Street, Apt. No.:
or PO Box No. 4777 Coughlin Pkwy
City, State, ZIP+4 Reno, NV 89519

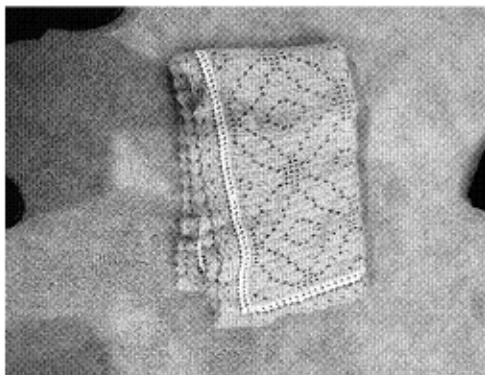
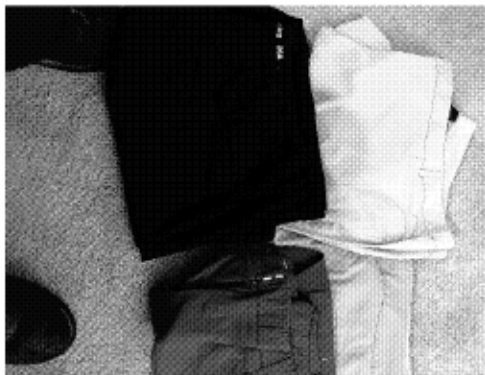
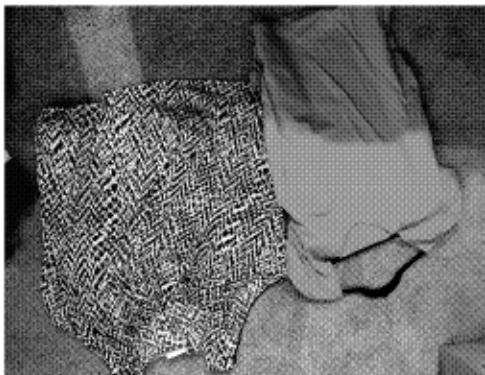
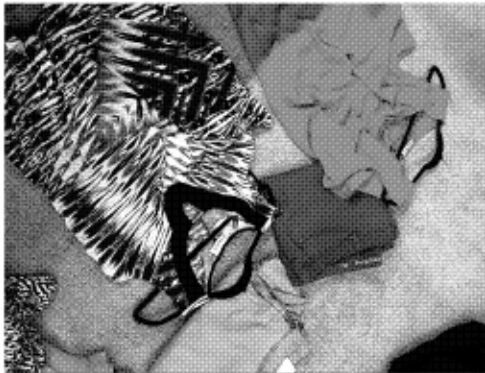
PS Form 3800, August 2016

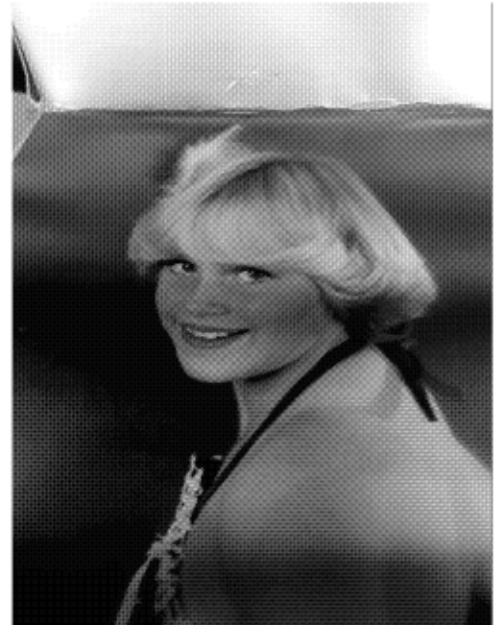
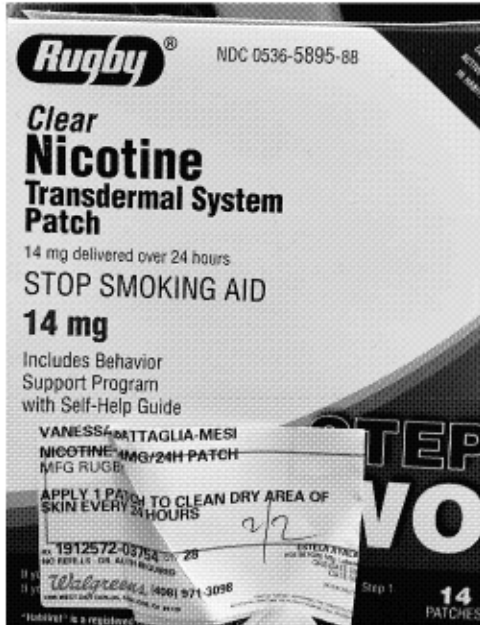
Exhibit “2”

Exhibit “2”











Pattern and Style
Size: 34-36
Length: 30-32
Material: 100% Cotton
Care: Machine Washable
Color: Dark Blue
Weight: 1.5 lbs
Country of Origin: USA

JA00097

Exhibit “3”

Exhibit “3”

CALIFORNIA DRIVER LICENSE



DL

EXP 02/10/2018

LN BATTAGLIA
FN VANESSA MARIE

986 COLUSA AVE
SUNNYVALE, CA 94085

DOB 02/10/1973

RSTR NONE

CLASS C
END NONE

02101973

SEX F HAIR BLN EYES GRN
HGT 5'-03" WGT 280 lb

DD 02/11/201363242/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



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://hca.aiminspect.com>



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://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
Next Statement Date	03/28/2019

[CHECK PENDING PAYMENTS](#)

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
43690 AUTO MALL CIRCLE

^_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

[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

[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:**

Lessee: ERIC MEST
 Billing Address: 260 E MISSION ST
Address
SAN JOSE CA 95117
City State Zip

CO-LESSEE:

Co-Lessee: N/A
 Billing Address: ☐ Check box if same as Lessee
N/A
Address
N/A
City State Zip

LEASED VEHICLE:

☐ New ☐ Used
2017 HYUNDAI SANTA FE
Year Make Model
150 5NMZUDL86H021125
Odometer VIN
☐ If checked, the Vehicle's primary intended use is for a Business, Commercial or Agricultural purpose.

LESSOR (Dealer):

Dealer: HANLEES FREMONT HYUNDAI
 Address: 42690 AUTOMALL CIRCLE
Street Address
FREMONT, CA 94538
City State Zip

GARAGING ADDRESS:

☐ Check box if same as Lessee's Billing Address
☐ Check box if same as Co-Lessee's Billing Address
N/A
(Street Address - No P.O. Boxes)
N/A
City State Zip

DESCRIPTION OF TRADE-IN VEHICLE

2010 GMC TERRAIN
Year Make Model
 Gross Agreed Upon Trade-in Allowance.....\$ 10888.00
 Outstanding Prior Credit or Lease Balance
 (To Be Paid by Dealer/Lessor).....\$ 9888.00
 Net Trade-in Allowance (if less than 0, then enter 0).....\$ 1000.00

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)*\$ 7100.83**3. MONTHLY PAYMENTS**

A. Your first Monthly Payment of \$ 365.00 is due on 05/15/2017 followed by 35 payments of \$ 365.00 due on the 14TH of each month, beginning on 06/14/2017.
 B. The Total of your Monthly Payments is

\$ 13140.00**4. OTHER CHARGES**
(Not part of your Monthly Payment)

A. Turn-in Fee (if you do not purchase the Vehicle).....\$ 400.00
 B. N/A.....\$ N/A
 C. Total.....\$ 400.00

5. TOTAL OF PAYMENTS

(The amount you will have paid by the end of the Lease)

\$ 20275.83**6. ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY****A. Amount Due at Lease Signing or Delivery:**

(1) Capitalized Cost Reduction.....\$ 5750.00
 (2) Tax on Capitalized Cost Reduction.....\$ 531.88
 (3) First Monthly Payment.....\$ 365.00
 (4) Refundable Security Deposit.....\$ N/A
 (5) Acquisition Fee.....\$ N/A
 (6) Initial License, Title and Registration Fees.....\$ 328.00
 (7) Sales/Use Tax.....\$ 7.20
 (8) Document Processing Fee (Not a Gov't. Fee).....\$ 20.00
 (9) California Tire Fees.....\$ 8.75
 (10) Electronic Registration Fee (Not a Gov't. Fee).....\$ 20.00
 (11) N/A.....\$ N/A
 (12) N/A.....\$ N/A
 (13) N/A.....\$ N/A
 (14) TOTAL.....\$ 7100.83

B. How the Amount Due at Lease Signing or Delivery will Be Paid:

(1) Net Trade-in Allowance.....\$ 1000.00
 (2) Rebates and Noncash Credits.....\$ 4750.00
 (3) Amount to Be Paid in Cash.....\$ 1350.83
 (4) N/A.....\$ N/A

(5) TOTAL.....\$ 7100.83**7. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW**

A. Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ 31,201.00) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance).....\$ 32496.07
 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.....\$ 5750.00
 C. Adjusted Capitalized Cost. The amount used in calculating your Base Monthly Payment.....\$ 26746.07

JA00116

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.....	= \$	17202.30
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.....	\$	595.00
M. Other (describe) <u>N/A</u>	\$	N/A
N. Other (describe) <u>N/A</u>	\$	N/A
O. Total = Gross Capitalized Cost	\$	32496.07

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 \$ 2647.23. 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: LA00117 x CA.

☐ Optional Excess Wear and Use Waiver

Price: \$ N/A

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

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

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

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

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

18. NOTICES AND SIGNATURES

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 Titling 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: HANLEES 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.

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

☐ Attached is a copy of a cancelled check

JA00118



Hello, ERIC!

Overview

2017 HYUNDAI Santa Fe Sport

VIN: 5NMZUDLB8HH021125

Inspection Date: March 5, 2019

Status: • Completed

View CR <https://crm-api.aiminspect.com/api/v1/inspection-request/vehicle/2291353/condition-report?token=eyJhbGciOiJIUzI1NiIsInR5cCI6IkpXVCJ9.eyJpZCI6>

STANDARD PHOTOS

DAMAGE PHOTOS



Rear



Front interior



Other-1



Odometer



Roof



RR Interior



Cargo



Key/CD/Manual



Wheel



Front



Right rear corner



Dash



Right Front Corner



Left front corner



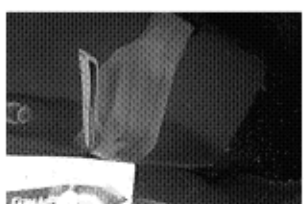
VIN/ID Manufacturer label



124b-f7fd-4a73-8c9c-a98524f3



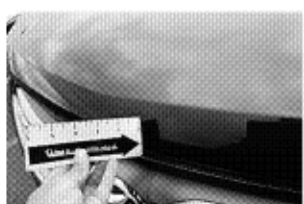
df56-cf98-4975-aff1-413798cf



e6f-995e-4714-be90-975bcd9



478-c69a-487b-a043-166343C



3fb-5e86-43e9-bc06-3d1161ce



bc9-bc07-4b1a-a847-e2fd845



cea0b-961d-4ffc-8148-f4fa9ff9f



27d-e170-4775-a2c2-6b4ee99



ffe-e136-4e4d-b434-5d39943



aba-5830-4dc9-90f9-5b9bf840



194f-3334-40d4-87bf-7fd4c381



913-ff49-4ea1-a042-3c435a64



79c-4015-476c-ae42-42c5247



3bda-255d-4f4b-bae9-f23017e



1a6f-a393-4fba-9984-2ce0500



i622-f9fb-4c6a-8e60-1774042f



iof5-db14-445b-97c6-fccea5f



303-2589-4e7a-b248-135fe73f



3ce-3121-4a29-84ed-81d705f



i24b-f7fd-4a73-8c9c-a98524f3



df56-cf98-4975-aff1-413798cf



e6f-995e-4714-be90-975bcd5b



478-c69a-487b-a043-1663430c



3fb-5e86-43e9-bc06-3d1161ce



bc9-bc07-4b1a-a847-e2fd845



cea0b-961d-4ffc-8148-f4fa9ff9f



27d-e170-4775-a2c2-6b4ee95



ffe-e136-4e4d-b434-5d39943



aba-5830-4dc9-90f9-5b9bf840



i94f-3334-40d4-87bf-7fd4c381



913-ff49-4ea1-a042-3c435a6c



79c-4015-476c-ae42-42c5247



3bda-255d-4f4b-bae9-f23017e



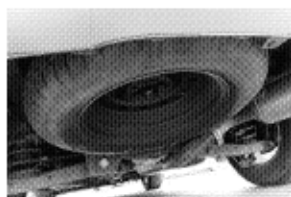
ia6f-a393-4fba-9984-2ce0500



i622-f9fb-4c6a-8e60-1774042f



iof5-db14-445b-97c6-fcceae5f



303-2589-4e7a-b248-135fe73



3ce-3121-4a29-84ed-81d7050

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

JA00126



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

© 2019 AT&T Intellectual Property. All rights reserved.

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

TAB 17

**DISTRICT COURT
CLARK COUNTY, NEVADA
COURT MINUTES**

Divorce - Complaint

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.

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.

PRINT DATE:	06/19/2019	Page 1 of 2	Minutes Date:	June 19, 2019
-------------	------------	-------------	---------------	---------------

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

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:

PRINT DATE:	06/19/2019	Page 2 of 2	Minutes Date:	June 19, 2019
-------------	------------	-------------	---------------	---------------

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