

IN THE
SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Feb 12 2020 02:40 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 III OF III

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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 III OF III

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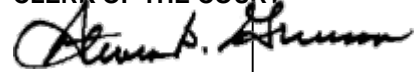
JOINT APPENDIX

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TAB 19



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 (Appellant),
vs.

Vanessa Marie Mesi aka Vanessa
Marie Battaglia, aka Vanessa
Marie Reynolds,
Defendant (Appellee),

CASE NO.: D-19-585846-D

DEPT.: G

NOTICE OF APPEAL TO THE
SUPREME COURT OF NEVADA

LAS VEGAS NEVADA FAMILY
DISTRICT COURT FAILED TO
ACKNOWLEDGE THE FACTS
WHY THE CALIFORNIA FILING
HAS NO STANDING

NOTICE OF APPEAL TO THE SUPREME COURT OF NEVADA

Notice is hereby given that Appellant Eric Thomas Mesi, hereby
appeals to the Supreme Court of Nevada (from the final judgment) (from
Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie
Battaglia, aka Vanessa Marie Reynolds for Divorce - 1

1 the order (describing it)) entered in this action on the date of **June, 19th**
2 **2019**. Honorable Judge Rhonda K. Forsberg failed to take into
3
4 consideration any and all of the facts Appellant Eric Thomas Mesi
5 presented into the case including the "Objection to Quash" (See Exhibit "8")
6
7 before the final decision to move Venue to San Jose California Santa Clara
8 County Family Court. Appellant Eric Thomas Mesi has filed a Judicial
9 Review to the Nevada Commissions Office (See exhibit "7").
10

11
12 **LAS VEGAS NEVADA FAMILY DISTRICT COURT FAILED TO**
13 **ACKNOWLEDGE THE FACTS WHY THE CALIFORNIA FILING HAS NO**
14 **STANDING**
15

16
17 Appellee Vanessa Marie Mesi and Appellant Eric Thomas Mesi both
18 moved to Las Vegas Nevada on **November 29th 2018**. This severed the
19 Appellees' residency in California required under California Section 2320.
20 Appellee Vanessa Marie Mesi has falsified her residency to The Superior
21 Court of California County of Santa Clara Family Court and the District
22 Court Clark County, Nevada Family Court, as all of her belonging are
23 located at 4500 Pencester Street, Las Vegas Nevada 89115. Furthermore;
24 the Appellees' Bankruptcy Chapter 13 Case Number: 16-50642-gwz is
25
26
27

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

1 located in "**Nevada**" (See Exhibit "6" Proof of Bankruptcy). In California the
2 Appellee failed to meet eligibility requirements to file for divorce in any
3 California court. First, at least one of the two parties to the divorce must
4 have lived in California for at least **six-months** prior to filing for divorce.
5
6 Second, for Appellee to be eligible to file in any county in California, at least
7 one of the spouses must have lived in that county for **three-months** before
8 filing for divorce, which leaves her California Divorce filing with "**NO-**
9 **STANDING**" (See Exhibit "2" of pictures of all Appellees' belonging located
10 in Nevada), including any and all spousal support or any requested assets
11 or debts either party is to pay, as California has no authority across state
12 line into Nevada. Appellee Vanessa Marie Mesi was the driving force to buy
13 said property at 4500 Pencester Street, Las Vegas Nevada 89115, Beazer
14 the home has full record of Appellee Vanessa Marie Mesi ordering warranty
15 repairs to the said property.
16
17
18
19
20
21

22 **FAMILY CODE - FAMILY DIVISION 6. NULLITY, DISSOLUTION, AND**
23 **LEGAL SEPARATION 2320**
24

25 **(a) Except as provided in subdivision (b), a judgment of dissolution**
26 **of marriage may not be entered unless one of the parties to the**
27

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

1 marriage has been a resident of this state for six months and of
2 the county in which the proceeding is filed for three months
3 next preceding the filing of the petition.
4

5
6 Appellee Vanessa Marie Mesi was originally served by mail on
7 **March, 25th 2019** to her Bankruptcy Attorney (See Exhibit "1" Proof of
8 Service). There has been "**40 working days**" to respond to this case,
9 referencing the original mailing US Mail stamped **March 25th 2019**.
10

11 Appellee and her council Attorney Tricia Darby Bar #: 7956 was served on
12 **April, 10th 2019** (See Exhibit "1" Proof of Service). Appellant Eric Thomas
13 Mesi has never been served from the California Case **19FL000267**.
14

15 Furthermore; Appellant Eric Thomas Mesi has never seen any of the
16 documents from the stated Divorce and or Restraining Order Appellees'
17 proclaims, as Appellant Eric Thomas Mesi has never been SERVED by any
18 said documents Appellee claims. An "**un-served**" Restraining Order cannot
19 be "**Granted**", which is a further lie to the Court systems. If a Restraining
20 Order was ever Granted and local police thought Appellant Eric Thomas
21 Mesi had any weapons such as Guns as Appellee Purports, authorities
22
23
24
25
26
27
28

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

1 would have gotten a search warrant to confiscate any and all weapons from
2 the Appellant.
3
4

5 **CASE APPEAL STATEMENT**

6

7 1. Eric Thomas Mesi is the appellant filing this case appeal statement:

8 2. Honorable Judge Rhonda K. Forsberg is the issuer of the decision,
9 judgment, or order appealing from the District Court Family Division
10 Clark County, Nevada:
11

12
13
14 3. Eric Thomas Mesi is the appellant and mailing address 4500
15 Pencester ST., Las Vegas Nevada 89115:
16
17

18 4. Vanessa Marie Mesi Aka Battaglia Aka Reynolds is the Appellee
19 respondent and her current addresses are: 4304 Hampshire Pl., San
20 Jose, CA 95136 and 260 East Mission Street, San Jose California
21 95112.
22
23

24
25 5. Eric Thomas Mesi is the appellant as Pro Se Litigant Proceeding in
26 Forma Pauperis:
27
28

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

1
2
3 6. Eric Thomas Mesi is the appellant represented in lower District Court
4 as Pro Se Litigant Proceeding in Forma Pauperis:
5

6
7 7. Eric Thomas Mesi is the appellant requesting this court to appoint a
8 Pro Bono Council to represent him, as he is disabled and lost a good
9 portion of eyesight this year stated by the Eye Retina Consultants of
10 Nevada as, ***Slit lamp examination demonstrates a white and quiet***
11 ***conjunctiva, clear cornea, deep and quiet anterior chamber,***
12 ***normal iris and trace nuclear sclerotic alterations. Dilated***
13 ***fundus examination demonstrates posterior vitreous separation,***
14 ***a 0.3 cup-to-disc optic nerve, normal vasculature, limited***
15 ***subclinical retinal detachment in the right eye from the 9 o'clock***
16 ***to 12 o'clock location demarcated along the posterior border***
17 ***with laser retinopexy. Minor lattice alterations are present***
18 ***inferiorly in the left eye on 3600 of scleral depression in each***
19 ***eye with an OCT that demonstrates a normal macular profile.***
20
21
22
23
24

25 **IMPRESSION:**
26
27
28

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

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

4
5 **RECOMMENDATIONS:**

6 **A. Observation.:**

7
8
9
10 8. Eric Thomas Mesi is the appellant was granted leave to proceed in
11 forma pauperis on March, 13th 2019:

12
13
14 9. On March, 13th 2019 the proceedings commenced in the district
15 court, which included the complaint, indictment, information, or
16 petition was filed.:

17
18
19
20 10. Eric Thomas Mesi is the appellant filed for Divorce from
21 Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka Vanessa
22 Marie Reynolds, which was to be granted by the district court:

23
24
25 11. The case has NOT previously been the subject of an
26 appeal to or original writ proceeding in the Supreme Court and, if so,

27
28 **Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie**
 Battaglia, aka Vanessa Marie Reynolds for Divorce - 7

1 the caption and Supreme Court docket number of the prior
2 proceeding:
3

4
5 12. This appeal DOES NOT involve child custody or
6 visitation:
7

8
9 13. This is a civil case for Divorce, which this appeal involves
10 a complete and full separation, division of assets and debts in this
11 settlement:
12
13
14
15
16
17

18 **DATED this Thursday, June 20, 2019**
19
20

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 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”.

Exhibit “7” Nevada Commissions Office for judicial review of Judge Rhonda K. Forsberg.

Pages “9”.

Exhibit “8” Objection to Quash

Pages “53”.

Eric Thomas Mesi Vs Vanessa Marie Mesi aka Vanessa Marie Battaglia, aka Vanessa Marie Reynolds for Divorce - 9

1 **VERIFICATION**

2
3 **STATE OF NEVADA §**

4 **§ ss:**

5 **COUNTY OF CLARK §**
6
7

8 Under penalties or perjury, I declare that I am the Appellant 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 Thursday, June 20, 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 - 10

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 cursive script, 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)

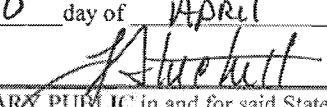
Clark County District Court

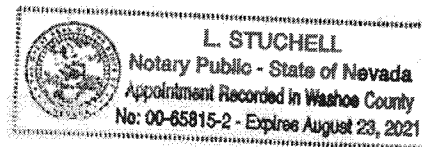
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

DARIN BALAAM, SHERIFF

SUBSCRIBED AND SWORN to me before me this

By: 
Sheriff's Authorized Agent

10 day of April 2019.

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



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

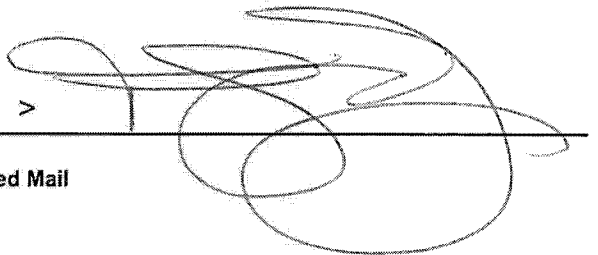
CONTINUED ON NEXT PAGE

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

JA00606

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	\$2.80	0416
Certified Fee	\$0.00	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 Rattaglin aka Vanessa Marie Raffold, c/o Tricia M. Dade
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

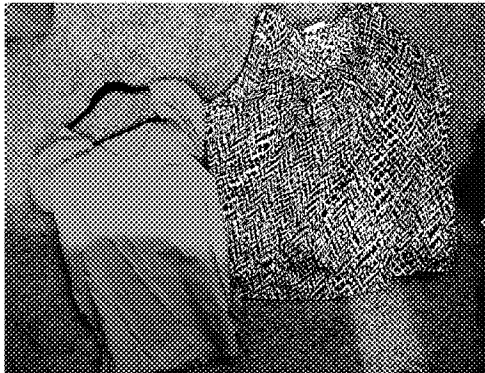
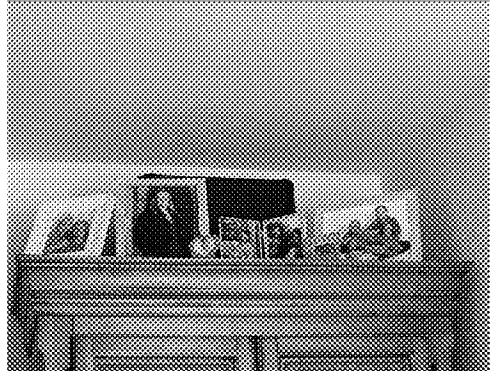
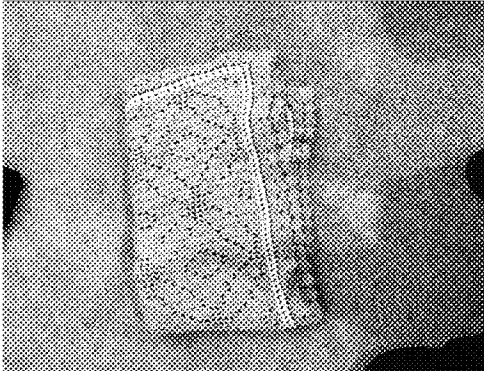
JA00607

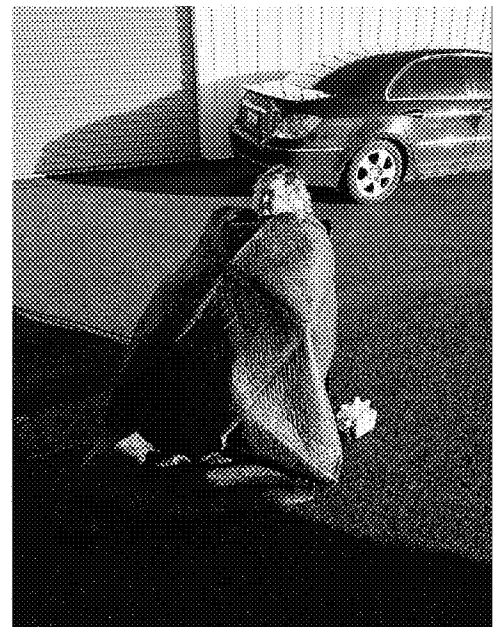
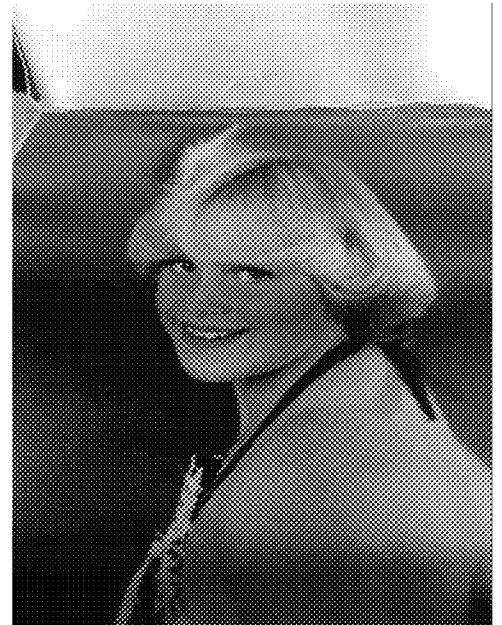
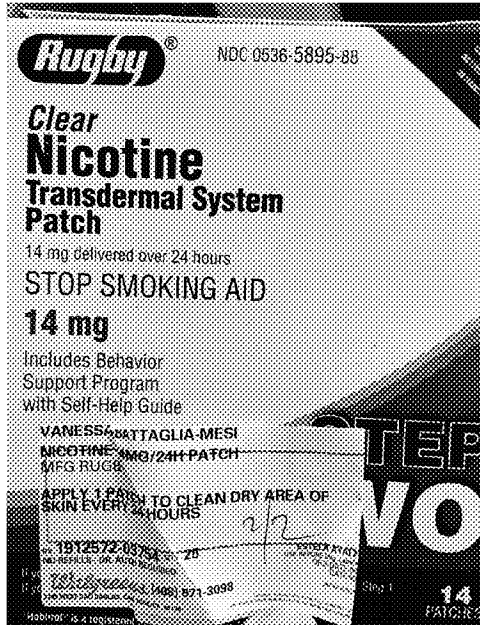
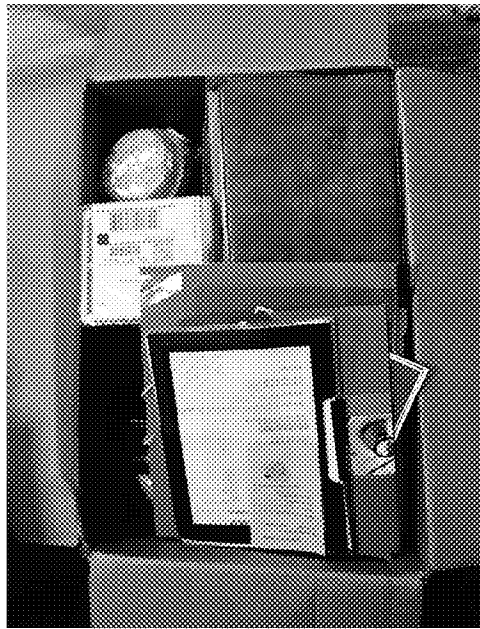
Exhibit “2”

Exhibit “2”











JA00613

Exhibit “3”

Exhibit “3”

CALIFORNIA DRIVER LICENSE



DL [REDACTED]

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

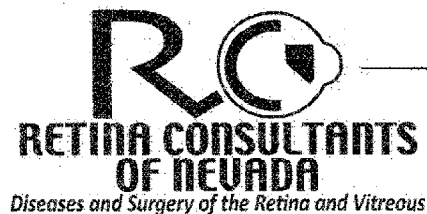
Reason

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
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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

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INSPECTION NOTES

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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](#)



Account Number 1713733376 [Add an Account](#)

MY ACCOUNT

[Summary](#) [Details](#) [Statements](#) [My Profile](#) [End-of-Term](#)

Account Summary Your account is 31 day(s) past due

[PAY YOUR BILL](#)

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

EMAIL ALERTS

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

[Sign up now](#)

YOUR DEALER

**HANLEES FREMONT
HYUNDAI**

Phone. 510-789-0800

Fax. 510-789-0878
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 5NMZUD188HWO21125
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 GM TERRAIN
Year Make Model
 Gross Agreed Upon Trade-in Allowance.....\$ 10688.00
 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 (\$ 31500.00) 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

JA00632

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: 03/10/2017
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: JA00633 x CA.

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

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

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

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

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

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

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

Lessee Signature X [Signature]

Co-Lessee Signature X N/A

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

NONE

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: License Mgr.

AutoPay Authorization

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

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

☐ Attached is a copy of a cancelled check

JA00634



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) [✉ \(https://crm-api.aiminspect.com/api/v1/inspection-request/vehicle/2291353/condition-report?token=eyJhbGciOiJIUzI1NiIsInR5cCI6IkpXVCJ9.eyJpZCI6](https://crm-api.aiminspect.com/api/v1/inspection-request/vehicle/2291353/condition-report?token=eyJhbGciOiJIUzI1NiIsInR5cCI6IkpXVCJ9.eyJpZCI6)

STANDARD PHOTOS

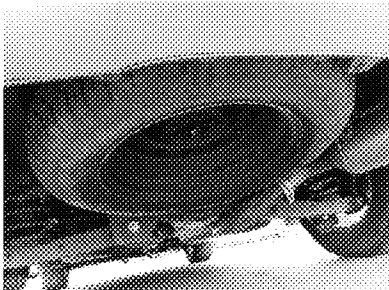
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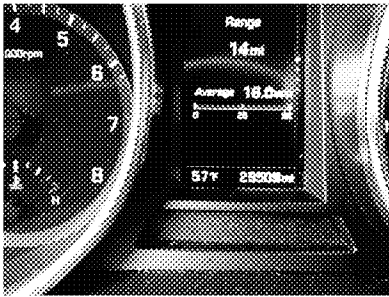
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Front interior



Other-1



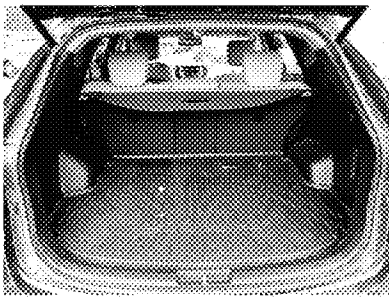
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Roof



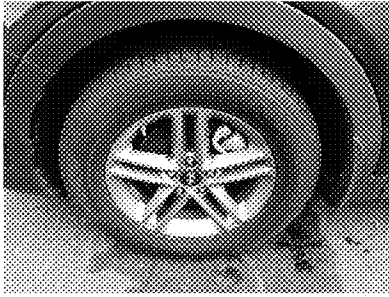
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Cargo



Key/CD/Manual



Wheel



Front



Right rear corner



Dash



Right Front Corner



Left front corner



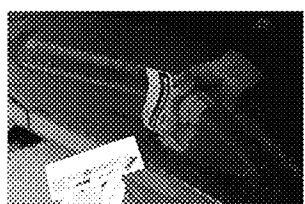
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[Privacy Policy](#) | [Terms of Service](#) | [Contact Us \(/contact-us\)](#)

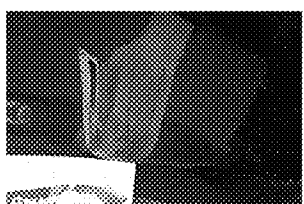
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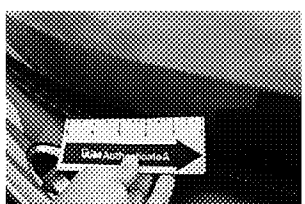
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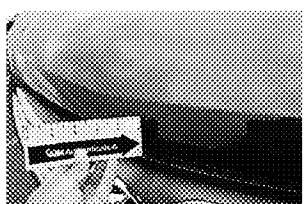
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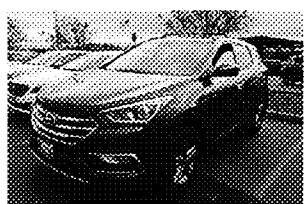
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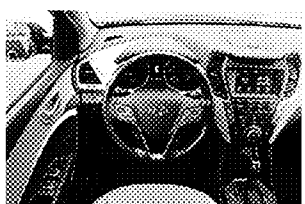
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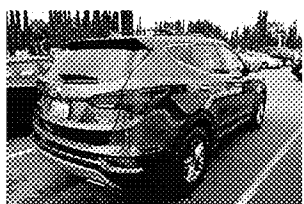
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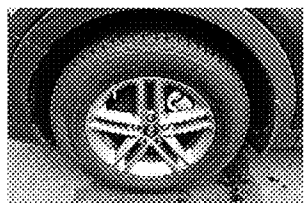
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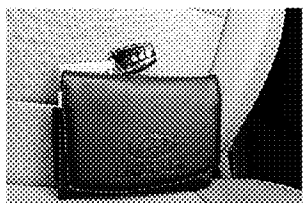
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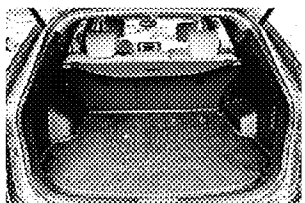
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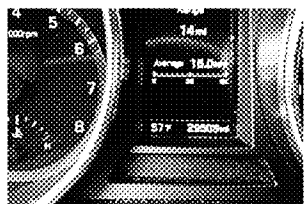
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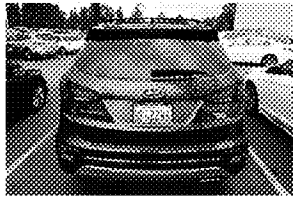
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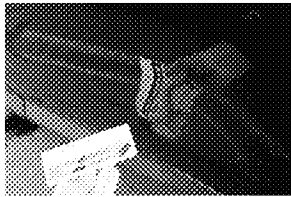
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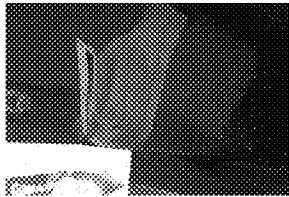
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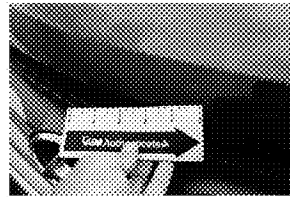
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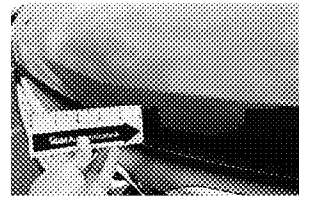
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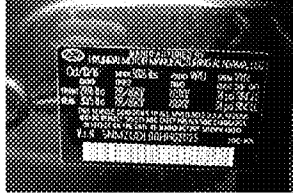
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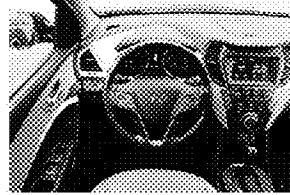
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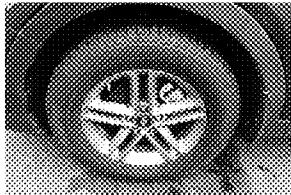
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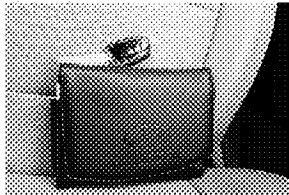
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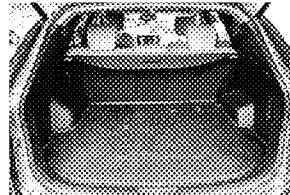
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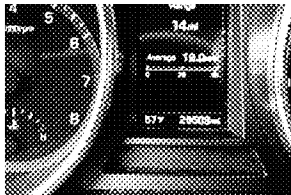
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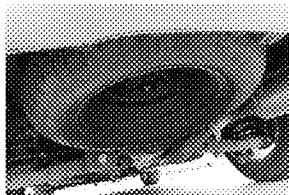
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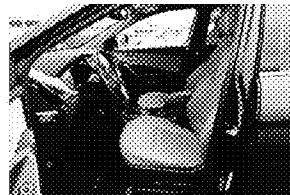
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Exhibit “5”

Exhibit “5”



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

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

Account summary

Your last bill \$1,443.15

Past due - please pay immediately \$1,443.15

Total due \$1,443.15

Total due

\$1,443.15


Due immediately: \$1,443.15

Due Jun 08, 2019: \$0.00

Ways to pay and manage your account:

 att.com/myatt

 **myAT&T app**
iPhone and Android

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

800.331.0500
TTY: 866.241.6567
from any other phone

JA00642



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

Important information

Late payment charge

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

Electronic check conversion

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

Surcharges and other fees

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

AT&T Mobility Center for customers with disabilities

Questions on accessibility by persons with disabilities: 866.241.6568.

Written correspondence

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

Wireless DirectBill charges

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

Tax ID

AT&T Mobility Tax ID 84-1659970

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Exhibit “6”

Exhibit “6”

United States Bankruptcy Court
District of Nevada

Notice of Bankruptcy Case Filing

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

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



The bankruptcy trustee is:

WILLIAM A. VAN METER

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

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

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

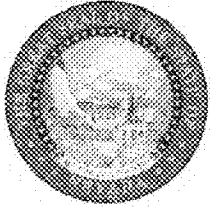
If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.nvb.uscourts.gov> or at the Clerk's Office, 300 Booth Street, Reno, NV 89509.

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

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

Exhibit “7”

Exhibit “7”



(For Commission Use Only)

COMMISSION CASE NO. _____

NEVADA COMMISSION ON JUDICIAL DISCIPLINE

VERIFIED STATEMENT OF COMPLAINT

(Please Clearly Type or Print All Required Information)

Part I: General Information

Date: 6-19-19

Name of Person Completing This Form: Eric Thomas Mesi

Mailing Address of Person Completing This Form: 4500 Pencester ST., Las Vegas NV 89115

Daytime Telephone: (702) 395-2929 Email: eric.mesi@att.net

Part II: Specific Information Regarding Complaint

Name of Nevada Judicial Officer (Only One Name Per Complaint Form): _____

Name of Court or Judicial District Involved: Judge Rhonda K. Forsberg

Case Number (Please Include All Letters and Numbers): D-19-585846-D

When and where did the alleged misconduct or disability occur?

Date: 6-19-19 Time: 8:30 AM Location: Las Vegas Family Court

Date: _____ Time: _____ Location: _____

This Case Is (Select One): ☐ Pending In Trial Court ☐ On Appeal ☒ Not Pending or Closed

Nature of Complaint (Select One): ☒ I have attached my own explanation page(s)
☐ I have used the standard Complaint Form

Revised Nevada Code of Judicial Conduct Section(s) Violated, If Known [(Example: Canon 3B(4))]:

Part III: Obligations Of Complainant

I hereby acknowledge the following agreements and/or waivers:

Consent to Investigate. I expressly authorize the Commission on Judicial Discipline ("Commission"), staff and contractors, to investigate my complaint and take any and all actions, including interviewing any relevant witness(es) or request by subpoena or otherwise any documentary evidence and to verify the statements I have made herein to be true and correct (or if stated to be on information and belief, that the statements are believed in good faith to be true and correct). I agree to promptly supplement and amend this complaint if I learn that the facts I have alleged are materially incorrect. I understand that deliberately misstating the truth of any material fact could subject me to various sanctions including, but not limited to, dismissal of my complaint, contempt or a separate action for perjury.

Part III Obligations of Complainant (Continued)

Full Cooperation. I agree to fully cooperate with the Commission, staff and its designated contractors with regard to my complaint. I understand that even if I wish to withdraw my complaint that the Commission retains independent grounds to pursue it and that the information contained within and attached to the complaint becomes the property of the Commission and the Commission may pursue the complaint even if I seek to withdraw it. **I understand that all documents submitted become the property of the Commission and will not be returned.**

Appeal Warning. I understand that the Commission, its staff and contractors are not an appellate court and that my filing of a complaint does not stay or stop any time I am provided to appeal a decision I disagree with or any decision that adversely affects me. I understand that I must timely file an appeal to preserve those rights. I acknowledge that filing a complaint with the Commission does not and cannot preserve those rights.

Legal Advice. I understand that the Commission, its Commissioners, Commission staff, investigators and contractors are precluded from giving me legal advice regarding my case or actions I should be taking in my case and I understand that should I require advice I will seek appropriate assistance apart from the Commission, Commissioners, Commission staff, investigators and contractors.

Part IV: Attachments

Relevant documents: Please attach any relevant documents which you believe directly support your claim that the judge has engaged in judicial misconduct or has a disability. **Highlight or otherwise identify those sections that you rely on to support your claim.** Do not include documents which do not directly support your complaint, for example, a copy of your complete court case. **Keep a copy of all documents submitted for your records as they become the property of the Commission and will not be returned.**

Part V: Signature and Verification of Complaint

After being duly sworn, I state under penalty of perjury that I am the above-referenced complainant whose name appears in Part I and who submitted this complaint. I know the contents thereof; and the matters set forth in this complaint are true and correct based upon my own knowledge, except as to matters stated to be on information and belief, and those matters are believed to be true and correct. I request that the conduct set forth above or referenced in the attachments and exhibits provided with the complaint be investigated by the Nevada Commission on Judicial Discipline.

Signature of Complainant

6-19-19

Date

How Do I Submit My Complaint? Where Can I Obtain Additional Assistance? This complaint, along with any supporting materials, should be sent by mail to the: **Nevada Commission on Judicial Discipline, P.O. Box 48, Carson City, Nevada 89702.** If you have questions regarding the completion of this form, please contact the Commission on Judicial Discipline at **(775) 687-4017.** In addition, if you have access to the internet, or can obtain access at a local library or other facility, the Commission's web site located at **<http://judicial.state.nv.us>** and provides additional information to help you prepare your complaint. The web site also includes the full and current text of the Revised Nevada Code of Judicial Conduct and other laws, statutes and rules governing the Commission.

STANDARD COMPLAINT FORM (STATEMENT OF FACTS)

The following is my explanation as to why the judicial officer named in this complaint has violated the Revised Nevada Code of Judicial Conduct or suffers from a disability.

Please identify yourself as **[select one]**: ☐ a litigant; ☐ a witness or interested party; or ☐ a member of the general public who witnessed or viewed this conduct (but not otherwise involved).

The following are the specific facts and circumstances which you believe constitute misconduct or disability (please be as specific as possible about the event(s) or action(s) and attach additional pages, if necessary):

Honorable Judge Rhonda K. Forsberg is very Bias; I have not been allowed to defend myself as all efiled documents get stricken by her staff. My wife and I moved to Las Vegas Nevada after buying a new home. My wife got into a debt argument with my Mother and Sister from the money my wife borrowed from them. My wife asked me to take her to the Airport in Las Vegas Nevada and that was the last I have ever seen her. I began to lose my eyesight as soon as I turned 55. Last year my retina tore in my right eye and I had surgery but my eye gained no vision. Soon as I moved to Las Vegas with my wife my left eye the gel separated leaving me with horrible eyesight. I have attended the self help center on several occasions and fulfilled all court requests. Honorable Judge Rhonda K. Forsberg completely ignored my Objection Efiled on June 18th 2019 and dismissed my case because of a California case I have never been served. In addition: the California case has no standing as follows, see attached.

I have [select one]:	<input checked="" type="checkbox"/> appealed the judge's decision	<input type="checkbox"/> not appealed the decision
	<input type="checkbox"/> not decided to appeal the decision yet	<input type="checkbox"/> not applicable

Attach Additional Pages as Necessary

(Revised 12/28/2015)

Eric Thomas Mesi
4500 Pencester ST.
Las Vegas Nevada

Wednesday, June 19, 2019

**NEVADA COMMISSION ON
JUDICIAL DISCIPLINE**

P.O. Box 48
Carson City, NV 89702
775/687-4017
775/687-3607 (FAX)
ncjdinfo@judicial.nv.gov

Family Court Las Vegas
NEVADA CASE NO.: D-19-585846-D
DEPT.: G
RE: COMPLAINT ABOUT A NEVADA JUDGE Rhonda K. Forsberg,
COURT COMMISSIONER OR REFEREE BIAS JUDGE FRAUD UPON
THE COURT
Confidential under California Constitution Article VI, Section 18, and
(Commission, Rule 102

Dear Commission:

Honorable Judge Rhonda K. Forsberg is very Bias; I have not been allowed to defend myself as all efiled documents get stricken by her staff. My wife and I moved to Las Vegas Nevada after buying a new home. My wife got into a debt argument with my Mother and Sister from the money my wife borrowed from them. My wife asked me to take her to the Airport in Las Vegas Nevada and that was the last I have ever seen her. I began to lose my eyesight as soon as I turned 55. Last year my retina tore in my right eye and I had surgery but my eye gained no vision. Soon as I moved to Las Vegas with my wife my left eye the gel separated leaving me with

horrible eyesight. I have attended the self help center on several occasions and fulfilled all court requests. Honorable Judge Rhonda K. Forsberg completely ignored my Objection Efiled on June 18th 2019 and dismissed my case because of a California case I have never been served. In addition: the California case has no standing as follows.

Defendant Vanessa Marie Mesi and Plaintiff Eric Thomas Mesi both moved to Las Vegas Nevada on November 29th 2018. This broke up the Defendants residency in California required under California Section 2320. Defendant Vanessa Marie Mesi has falsified her residency to The Superior Court of California County of Santa Clara Family Court and the District Court Clark County, Nevada Family Court, as all of her belonging are located at 4500 Pencester Street, Las Vegas Nevada 89115. Furthermore; the Defendants Bankruptcy Chapter 13 Case Number: **16-50642-gwz** is located in "**Nevada**". In California the Defendant failed to meet eligibility requirements to file for divorce in any California court. First, at least one of the two parties to the divorce must have lived in California for at least **six-months** prior to filing for divorce. Second, for Defendant to be eligible to file in any county in California, at least one of the spouses must have lived in that county for **three-months** before filing for divorce, which leaves her California Divorce filing with "**NO-STANDING**", including any and all spousal support or any requested assets or debts either party is to pay, as California has no authority across state line into Nevada. **Defendant** Vanessa Marie Mesi was the driving force to buy said property at 4500 Pencester Street, Las Vegas Nevada 89115, Beazer the home has full record of **Defendant** Vanessa Marie Mesi ordering warranty repairs to the said property.

FAMILY CODE - FAMILY DIVISION 6. NULLITY, DISSOLUTION, AND LEGAL SEPARATION 2320

(a) Except as provided in subdivision (b), a judgment of dissolution of marriage may not be entered unless one of the parties to the

marriage has been a resident of this state for six months and of the county in which the proceeding is filed for three months next preceding the filing of the petition.

Defendant Vanessa Marie Mesi was originally served by mail on **March, 25th 2019** to her Bankruptcy Attorney. There has been “**40 working days**” to respond to this case, referencing the original mailing US Mail stamped **March 25th 2019**. Defendant and her council Attorney Tricia Darby Bar #: 7956 was served on **April, 10th 2019**. Plaintiff Eric Thomas Mesi has never been served from the California Case **19FL000267**. Furthermore; Plaintiff Eric Thomas Mesi has never seen any of the documents from the stated Divorce and or Restraining Order Defendants proclaims, as Plaintiff Eric Thomas Mesi has never been SERVED by any said documents Defendant claims. An “**un-served**” Restraining Order cannot be “**Granted**”, which is a further lie to the Court systems. If a Restraining Order was ever Granted and local police thought **Plaintiff** Eric Thomas Mesi had any weapons such as Guns as Defendant Purports, authorities would have gotten a search warrant to confiscate any and all weapons from the **Plaintiff**.

As stated previously, **Defendant** Vanessa Marie Mesi has a Pathological lying disorder, also known as mythomania and pseudologia fantastica, is the chronic behavior of compulsive or habitual lying. **Defendant** Vanessa Marie Mesi in the Nevada Bankruptcy Case **16-50642-gwz** goes by the name **Vanessa Marie Mesi**, but to the Divorce Court in Santa Clara goes by the name **Vanessa Marie Battaglia**. **Defendant Vanessa Marie Mesi** as well when applying for credit goes by the name **Vanessa Marie Battaglia** or in some cases **Vanessa Marie Reynolds** her born name, Per the Department of Motor Vehicles Defendant goes by the name **Vanessa Marie Battaglia**. This Court is required to take Note of the two different addresses Defendant has used to file in this court, this is an attempt to confuse this court. **Defendant** Vanessa Marie Mesi purported

that Betty Mesi (Plaintiff Eric Thomas Mesi's Mother) told a deputy Plaintiff Eric Thomas Mesi **did not** live at said property 4500 Pencester Street, Las Vegas Nevada 89115, which is absolutely untrue. Betty Mesi resides in Salinas California and has had no contact with any deputies in Nevada, as Betty Mesi is 77 years old and works four Car Dealerships delivering new automobiles and has no time for any extra activities. **Defendant** Vanessa Marie Mesi has lied to this Court regarding a restraining order placed on **Plaintiff** Eric Thomas Mesi. Plaintiff Eric Thomas Mesi's SUV towed to a Dealership lying having the lease ended, which Plaintiff Eric Thomas Mesi never signed. Hyundai Finance is now collecting \$4,487.80 for cancelling an early term lease contract. In addition, **Defendant** Vanessa Marie Mesi has ordered \$1,500 worth of cell phone equipment underneath an AT&T account of the **Plaintiff** Eric Thomas Mesi.

DATED this Wednesday, June 19, 2019

A handwritten signature in cursive script that reads "Eric Thomas Mesi". The signature is written in black ink and is positioned above a horizontal line.

**Eric Thomas Mesi
4500 Pencester
Las Vegas, Nevada 89115
702-395-2929**

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

EXTENDED OPHTHALMOSCOPY AND OCT REPORT

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

DATE: FEBRUARY 04, 2019

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

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

IMPRESSION:

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

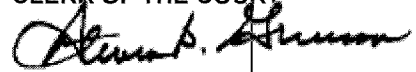
RECOMMENDATIONS:

Observation.

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

Exhibit “8”

Exhibit “8”



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

DISTRICT COURT - FAMILY DIVISION
CLARK COUNTY, NEVADA

Eric Thomas Mesi,

Plaintiff,

vs.

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

Defendant,

CASE NO.: D-19-585846-D

DEPT.: G

OBJECTION TO DEFENDANT'S
MOTION TO QUASH AND
DECLARATION

OBJECTION TO DEFENDANT'S MOTION TO QUASH AND
DECLARATION

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

1 **Defendant** Vanessa Marie Mesi and Plaintiff Eric Thomas Mesi both
2 moved to Las Vegas Nevada on November 29th 2018. This broke up the
3
4 Defendants residency in California required under California Section 2320.
5 Defendant Vanessa Marie Mesi has falsified her residency to The Superior
6 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
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**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
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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
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**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).

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

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

8 
9

10 **Eric Thomas Mesi**
11

12 **4500 Pencester**
13 **Las Vegas, Nevada 89115**
14 **775-980-7638**
15 **In Proper Person**
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**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
10 above-entitled action that I have the foregoing Complaint and know the
11 contents thereof, that the pleading is true of my own knowledge, except for
12 those matters therein contained stated upon information and belief, and
13 that as to those matters, I believe them to be true.
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 cursive script, 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

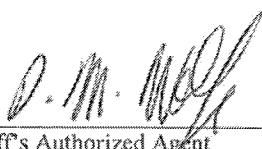
The document(s) served were: SUMMONS AND COMPLAINT FOR DIVORCE NO CHILDREN, JOINT PRELIMINARY INJUNCTION, REQUEST FOR ISSUANCE OF JOINT PRELIMINARY INJUNCTION, LETTER TO ATTORNEY WITH COPIES OF STATEMENTS (9 PAGES), SECONDARY FAMILY CAREGIVER APPROVAL LETTER (3 PAGES)

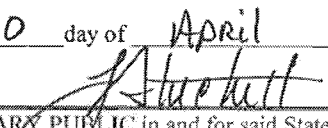
Clark County District Court

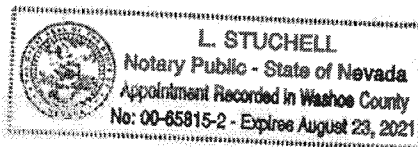
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

DARIN BALAAM, SHERIFF

SUBSCRIBED AND SWORN to me before me this

By: 
Sheriff's Authorized Agent

10 day of April 2019.

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



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

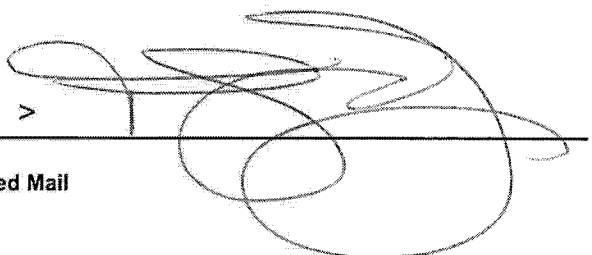
JA00667

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

JA00668

Las Vegas Case# D-19-585846-D

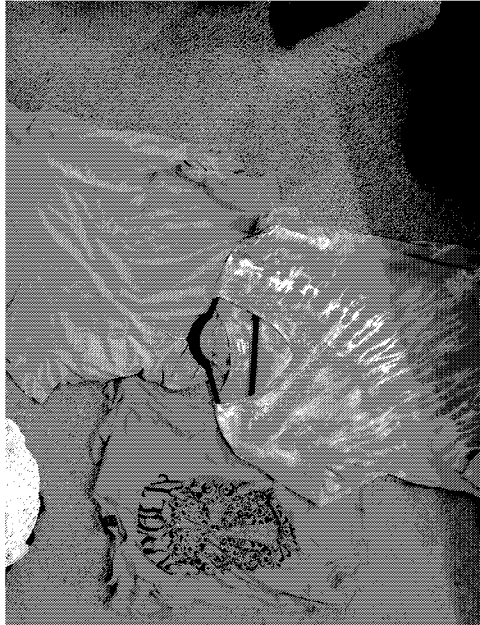
7006 3450 0001 3827 9335

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	\$2.80
Certified Fee	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$7.75
0416 59	
Postmark Here	
03/25/2019	
Sent To Vanessa Marie Raffold aka Vanessa Marie Battaglia aka Vanessa Marie Raffold, c/o Tricia M. Dade	
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	

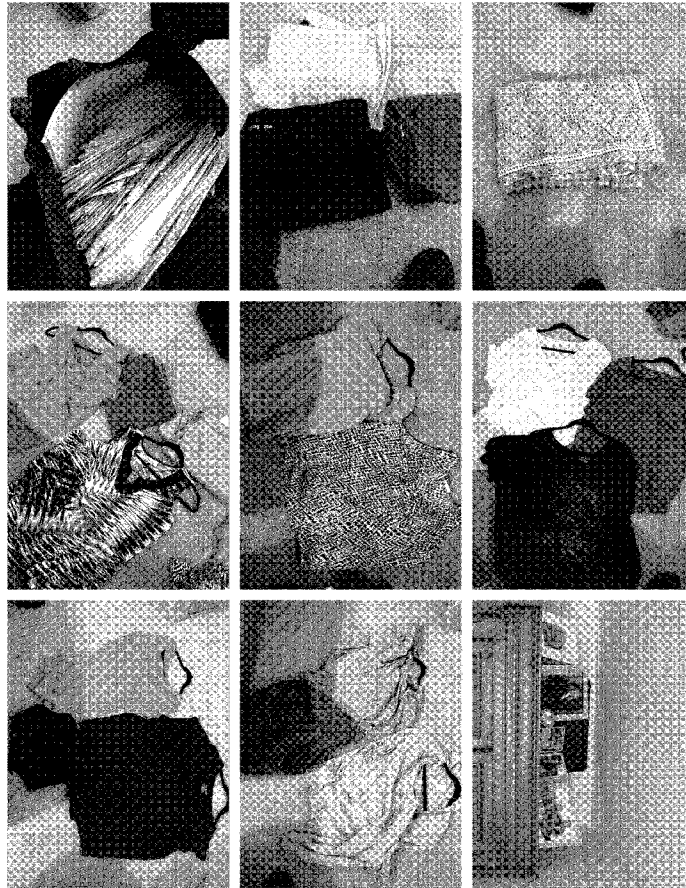
JA00669

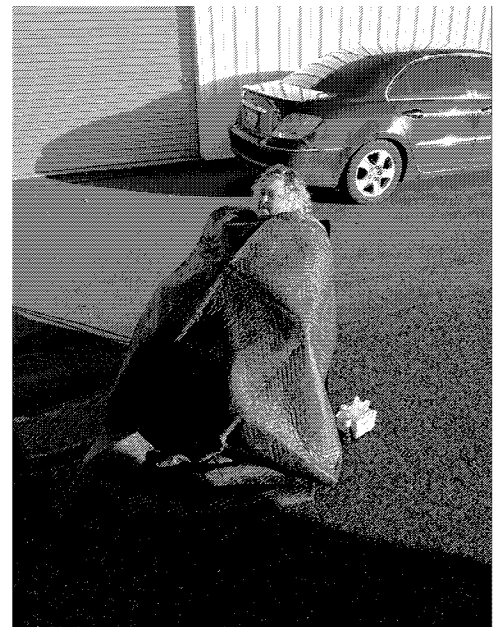
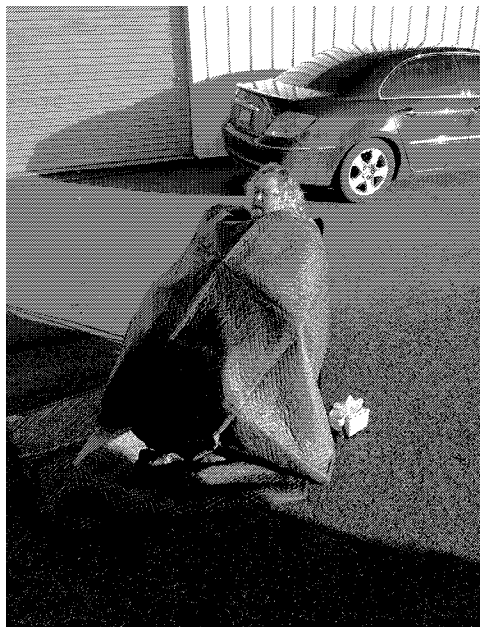
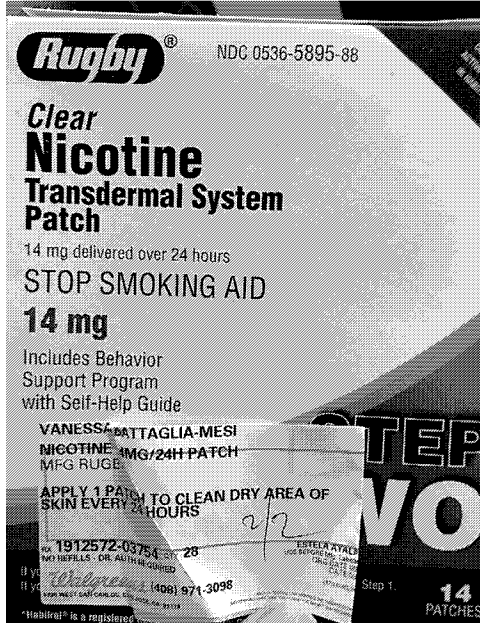
Exhibit “2”

Exhibit “2”











JA00675

Exhibit “3”

Exhibit “3”

CALIFORNIA DRIVER LICENSE



DL [REDACTED]

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

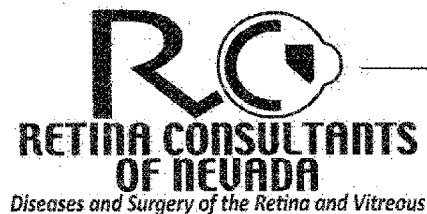
Reason

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](#)



Account Number 1713733376 [Add an Account](#)

MY ACCOUNT

[Summary](#) [Details](#) [Statements](#) [My Profile](#) [End-of-Term](#)

Account Summary Your account is 31 day(s) past due

[PAY YOUR BILL](#)

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

EMAIL ALERTS

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

[Sign up now](#)

YOUR DEALER

**HANLEES FREMONT
HYUNDAI**

Phone. 510-789-0800

Fax. 510-789-0878
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 5NMZUDL88HWO21125
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 GM TERRAIN
Year Make Model
 Gross Agreed Upon Trade-in Allowance.....\$ 10588.00
 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 (\$ 31,500.00) 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

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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: 03/10/2017
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: JA00695 X CA.

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

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

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

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

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

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

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: License Mgr.

AutoPay Authorization

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

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

☐ Attached is a copy of a cancelled check

JA00696



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) (https://crm-api.aiminspect.com/api/v1/inspection-request/vehicle/2291353/condition-report?token=eyJhbGciOiJIUzI1NiIsInR5cCI6IkpXVCJ9.eyJpZCI6

STANDARD PHOTOS

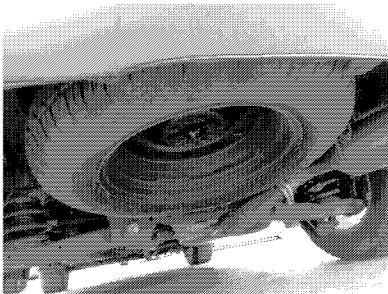
DAMAGE PHOTOS



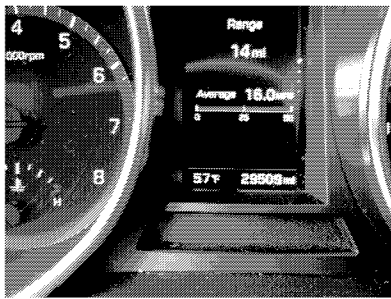
Rear



Front interior



Other-1



Odometer



Roof



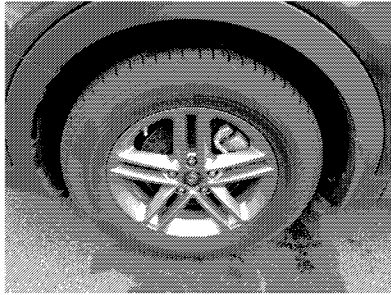
RR Interior



Cargo



Key/CD/Manual



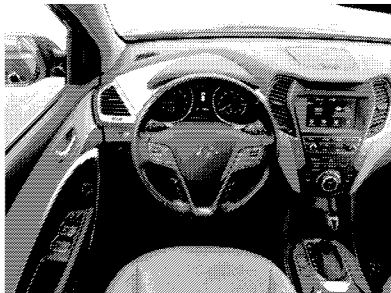
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Front



Right rear corner



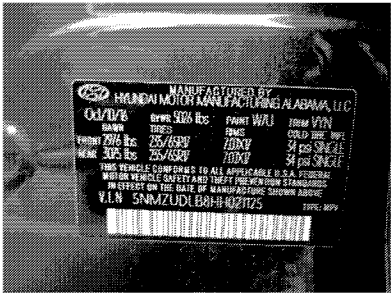
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Right Front Corner



Left front corner



VIN/ID Manufacturer label



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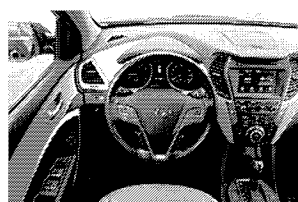
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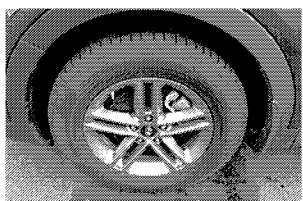
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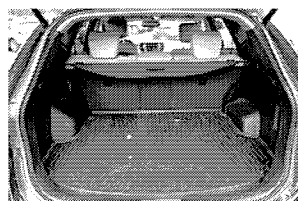
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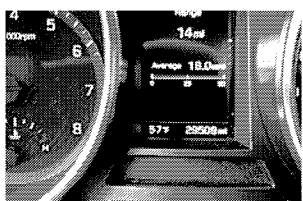
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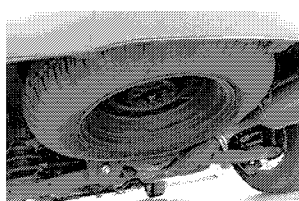
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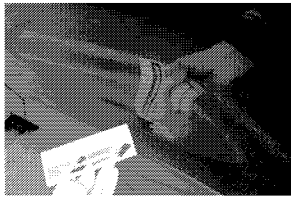
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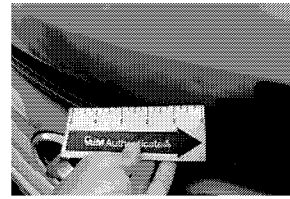
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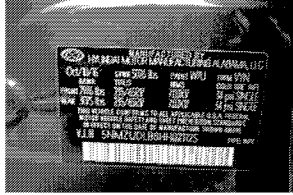
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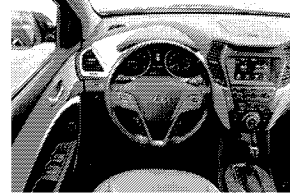
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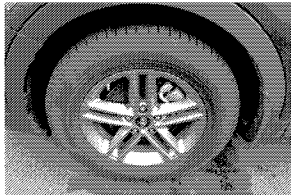
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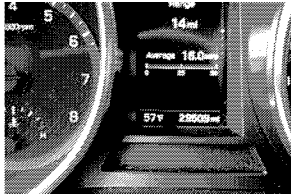
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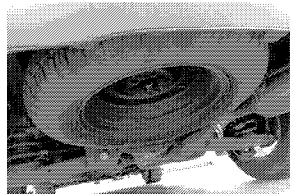
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303-2589-4e7a-b248-135fe73f



3ce-3121-4a29-84ed-81d7050f

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

JA00704



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

Important information

Late payment charge

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

Electronic check conversion

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

Surcharges and other fees

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

AT&T Mobility Center for customers with disabilities

Questions on accessibility by persons with disabilities: 866.241.6568.

Written correspondence

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

Wireless DirectBill charges

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

Tax ID

AT&T Mobility Tax ID 84-1659970

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Exhibit “6”

Exhibit “6”

United States Bankruptcy Court
District of Nevada

Notice of Bankruptcy Case Filing

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

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



The bankruptcy trustee is:

WILLIAM A. VAN METER

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

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

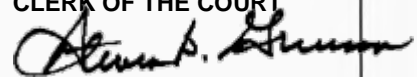
In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose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

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

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

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

TAB 20



1 ORDR

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4 ****

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

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

8 **ORDER AFTER HEARING**

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

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

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

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

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

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

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

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

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

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

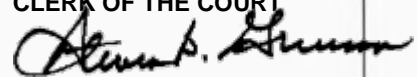
7 **NOW, THEREFORE,**

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

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

15 
16 DISTRICT JUDGE
17 DEPARTMENT G
18
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TAB 21



1 NEO

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4 ****

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

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

7
8 **NOTICE OF ENTRY OF ORDER**

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

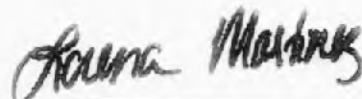
11 Please take note that an Order has been entered in the above entitled case. A
12 copy of the Order is attached hereto.

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

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

17
18 Eric Mesi
19 4500 Pencester St.
20 Las Vegas, NV 89115

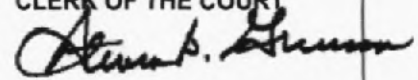
21
22 Vanessa Mesi
23 260 E. Mission St.
24 San Jose, CA 95112



25 Lorena Martinez
26 Judicial Executive Assistant
27 Department G

28 Non-Trial Dispositions:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Other | <u>Settled/Withdrawn:</u> |
| <input checked="" type="checkbox"/> Dismissed - Want of Prosecution | <input type="checkbox"/> Without Judicial Conf/Hrg 4 |
| <input checked="" type="checkbox"/> Voluntary (Statutory) Dismissal | <input type="checkbox"/> With Judicial Conf/Hrg |
| <input type="checkbox"/> Default Judgment | <input type="checkbox"/> By ADR |
| <input type="checkbox"/> Transferred | <u>Trial Dispositions:</u> |
| <input type="checkbox"/> Disposed After Trial Start | <input type="checkbox"/> Judgment Reached by Trial |



1 ORDR

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4 ****

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

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

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13 (hereinafter, "Defendant"), not present and in proper person. This Court, having spoken to
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16 appearing;
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18 **THE COURT NOTES** that minutes orders on May 1, 2019, May 6, 2019, and
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24 In a memorandum dated May 9, 2019, the Court returned Plaintiff's proposed
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27

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5 In a June 12, 2019 memorandum, after receiving at minimum three (3)
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11
12 **THE COURT FURTHER NOTES** that during the June 19, 2019 hearing, the
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16 Defendant filed her Complaint for Divorce in Case # 19 FL 0002677 with the California
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19 in California ten (10) days after filing for Divorce.
20

21 Judge Franco indicated that due to Defendant's inability to serve Plaintiff the
22 Santa Clara Court allowed Defendant to serve Plaintiff by mail. Judge Franco further
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24 regarding jurisdiction.
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1 This Court advised Judge Franco that Nevada is inclined to dismiss Plaintiff's
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3 Plaintiff served Defendant through her Bankruptcy Attorney in Washoe County, but
4 Defendant's bankruptcy attorney does not represent Defendant in her divorce case; thus,
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6

7 **NOW, THEREFORE,**

8 **IT IS HEREBY ORDERED, ADJUDGED, and DECREED** that D-19-
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11 Case # 19 FL 0002677, on January 23, 2019. Jurisdiction is DEFERRED to California and
12 the parties' case will proceed in the Superior Court of California, County of Santa Clara.
13

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

15 
16 DISTRICT JUDGE
17 DEPARTMENT G
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TAB 22

FILED

AUG - 8 2019

Amanda L. Johnson
CLERK OF COURT

ORIGINAL

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

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

BEFORE THE HONORABLE RHONDA K. FORSBERG

TRANSCRIPT RE: ALL MATTERS

JUNE 19, 2019

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APPEARANCES:

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

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

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

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

4 JUDGE FRANCO: Hello?

5 JUDGE FORSBERG: Judge Franco?

6 JUDGE FRANCO: Yes.

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

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

12 JUDGE FORSBERG: Oh, Battaglia, okay.

13 JUDGE FRANCO: Yeah.

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

18 JUDGE FRANCO: She does.

19 JUDGE FORSBERG: Okay...

20 JUDGE FRANCO: She does.

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

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

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

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

7 JUDGE FORSBERG: Okay.

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

10 JUDGE FORSBERG: Okay.

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

14 JUDGE FORSBERG: Mmm Hmm (affirmative).

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

16 JUDGE FORSBERG: Okay.

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

19 JUDGE FORSBERG: Okay.

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

22 JUDGE FORSBERG: Okay.

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

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

5 JUDGE FORSBERG: Uh huh (affirmative).

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

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

16 JUDGE FRANCO: Mmm Hmm (affirmative).

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

21 JUDGE FRANCO: Congratulations.

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

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

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

12 JUDGE FORSBERG: Mmm Hmm (affirmative).

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

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

18 JUDGE FRANCO: Mmm Hmm (affirmative).

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

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

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

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

5 THE CLERK: Tricia Darby.

6 JUDGE FORSBERG: Tricia Darby.

7 JUDGE FRANCO: Yes, and so...

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

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

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

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

14 JUDGE FORSBERG: Right, right...

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

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

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

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

1 He's filed Responses already, so...

2 JUDGE FORSBERG: Okay.

3 JUDGE FRANCO: ... yeah, I'll - - we can proceed that way
4 and if anything else comes up, you know, feel free to give me
5 a call.

6 JUDGE FORSBERG: Okay, well I appreciate your help, Judge
7 Franco. I...

8 JUDGE FRANCO: Not a problem...

9 JUDGE FORSBERG: ... will defer it over and we'll put it
10 in our Court Minutes and I will turn it over to you.

11 JUDGE FRANCO: Sounds good, hey, and congratulations
12 again.

13 JUDGE FORSBERG: Thank you so much. You have a good day.

14 JUDGE FRANCO: You too. Bye bye.

15 JUDGE FORSBERG: Bye bye.

16 (THE PROCEEDING ENDED AT 8:33:53)

17

18 * * * * *

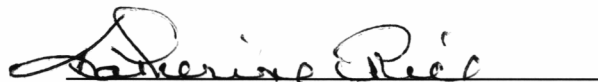
19 ATTEST: I do hereby certify that I have truly and
20 correctly transcribed the video proceedings in the above-
21 entitled case to the best of my ability.

22

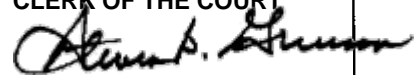
23

24

25


Katherine Rice
Transcriber

TAB 23



1 ORDR

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5 ***

6 Eric Thomas Mesi, PLAINTIFF.
7 vs.
8 Vanessa Marie Mesi, DEFENDANT.

CASE NO: D-19-585846-D
DEPARTMENT G

9 **Order Granting Limited Application to Proceed in Forma Pauperis**

10 Upon consideration of Plaintiff's *Application to Proceed in Forma Pauperis* filed on
11 August 14, 2019 and the authority of NRS 12.015, the Court finds that Plaintiff has provided
the Court with enough information to make a finding of indigency.

12 This Court granted Plaintiff's first (1st) request to proceed *in Forma Pauperis* based on
13 the *Application to Proceed in Forma Pauperis* Plaintiff filed on March 13, 2019. The
14 Order was signed and filed on March 13, 2019.

15 The Court received a second (2nd) *Application to Proceed in Forma Pauperis*, filed on
16 August 14, 2019. In that *Application*, Plaintiff requests the waiver of filing fees for
17 "any and all transcripts". The Final Billing of Transcripts, filed in Nevada Supreme
18 Court Case # 79137 on August 8, 2019 shows that Plaintiff has requested transcripts
from "May 2, 1029 [sic] (no hearing), May 6, 2019 (no hearing), and June 19, 2019.
Original transcripts and one (1) copy [were] requested."

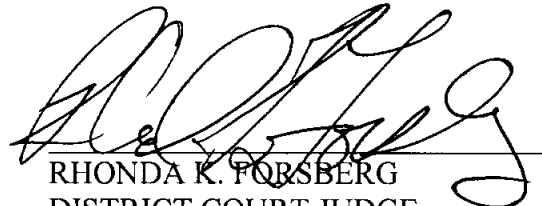
19 **IT IS HEREBY ORDERED** that Plaintiff's request to waive fees and costs is GRANTED
20 for the following reason(s):

- 21 (1) Plaintiff is indigent as Plaintiff has demonstrated that there is insufficient income,
22 property, and other resources to prosecute or defend this action.

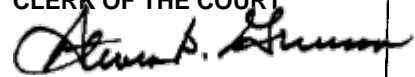
23 Plaintiff's stated gross monthly income in the *Application* filed August 14, 2019 is
24 \$1,331.00. Plaintiff states that he receives \$15.00 in a month in food stamps and
25 \$1,316.00 per month in Social Security. Plaintiff indicates that he lives in a total
26 household of one (1). The total household income of \$1,331.00 a month does not
27 exceed 150% of the U.S. Department of Health & Human Services 2019 Federal
Poverty Guidelines for one (1) person, or \$1,561 a month. Further, Plaintiff has
28 demonstrated his income to be at a level requiring government assistance.

1 The Court GRANTS Plaintiff's *Application to Proceed in Forma Pauperis* for the
2 limited purpose of receiving the original transcripts and one (1) copy requested in the
3 Filing Billing of Transcripts, filed August 8, 2019, in Nevada Supreme Court Case #
79137.

4
5 DATED this 14th day of August, 2019.

6
7 
8 RHONDA K. FORSBERG
DISTRICT COURT JUDGE

TAB 24



1 ORDR
2
3

4 DISTRICT COURT
5 CLARK COUNTY, NEVADA

6 ***

7 Eric Thomas Mesi, PLAINTIFF.
8 vs.
9 Vanessa Marie Mesi, DEFENDANT.

CASE NO: D-19-585846-D
DEPARTMENT G

10 **Order Granting Application to Proceed in Forma Pauperis**


11 Upon consideration of Defendant's *Application to Proceed in Forma Pauperis* and the
12 authority of NRS 12.015, the Court finds that Defendant has provided the Court with enough
13 information to make a finding of indigency.

14 **IT IS HEREBY ORDERED** that Defendant's request to waive fees and costs is
15 GRANTED for the following reason(s):

- 16 (1) Defendant is indigent as Defendant has demonstrated that there is insufficient income,
17 property, and other resources to prosecute or defend this action.

18 On July 1, 2019, this Court denied Defendant's *Application* in error. Defendant's stated
19 gross monthly income in the *Application* is \$336.00. Defendant states that she receives
20 \$336 in a month in food stamps and general assistance. Defendant indicates that she
21 lives in a total household of three (3). Defendant's total household income of \$336.00 a
22 month does not exceed 150% of the U.S. Department of Health & Human Services
23 2019 Federal Poverty Guidelines for three (3) people, or \$2,666 a month. Further,
24 Defendant has demonstrated her income to be at a level requiring government
25 assistance.

26 DATED this 14th day of August, 2019.

27 
28 RHONDA K. FORSBERG
DISTRICT COURT JUDGE