

JAN 14 2020

DAVID H. YAMASAKI, Clerk of the Court

BY: [Signature], DEPUTY

1 KEMNITZER, BARRON & KRIEG, LLP
2 BRYAN KEMNITZER Bar No. 066401
3 NANCY BARRON Bar No. 099278
4 KRISTIN KEMNITZER Bar No. 278946
5 354 Pine St., 5th Floor
6 San Francisco, CA 94104
7 Telephone: (415) 632-1900
8 Facsimile: (415) 632-1901

9 Attorneys for Plaintiff RICARDO MELENDEZ, ANDRES OROZCO; MARTHA LOMELI; and
10 CARLOS CRUZ and the certified class

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

12 RICARDO MELENDEZ; ANDRES
13 OROZCO; MARTHA LOMELI; and CARLOS
14 CRUZ,

14 Plaintiffs

15 vs.

16 K STREET FINANCE, INC. dba MULLEN
17 FINANCE PLAN; and DOES 1 through 50,
18 inclusive,

18 Defendants

Case No. 30-2014-00722412-CU-BT-CXC

CLASS ACTION

SECOND REVISED [REDACTED] FINAL
ORDER AND JUDGMENT

Unlimited Civil Case

Date: January 3, 2020

Time: 9:00 a.m.

Dept: CX104

Hon. William Claster

Assigned for all purposes to Hon. William
Claster – Dept. CX104

21 **THIS MATTER HAVING** come before the Court for a hearing on January 3, 2020
22 pursuant to the Motion for Final Approval, filed to determine: (1) whether the settlement
23 between Plaintiffs RICARDO MELENDEZ, ANDRES OROZCO, MARTHA LOMELI, and
24 CARLOS CRUZ, individually and on behalf of the proposed Settlement Class, on the one hand,
25 and Defendant K STREET FINANCE, INC. dba MULLEN FINANCE PLAN (“MULLEN
26 FINANCE”) on the other hand, is fair, reasonable and adequate, and should be approved as being
27 in the best interests of the Settlement Class, and (2) if so, for the purpose of determining
28 attorneys’ fees and costs requested by Settlement Class Counsel, and (3) for approval of all other

1 matters contained in the aforesaid motion. Notice of the hearing, the settlement and application
2 for attorneys' fees and reimbursement of expenses having been given as set forth in this Court's
3 Preliminary Approval Order of July 24, 2019; all persons present or represented at the hearing
4 who were entitled to be heard having been given an opportunity to be heard; counsel for the
5 Parties having appeared in support of the settlement; and the Court having considered all
6 documents filed in support of the settlement and fully considered all matters raised, all exhibits
7 and affidavits filed and all evidence received at the hearing, all other papers and documents
8 comprising the record herein, and all oral arguments presented to the Court,

9 **IT IS ORDERED, ADJUDGED AND DECREED** on January 3, 2020, that:

10 1. This Final Judgment incorporates the Settlement Agreement and Release ("Agreement"),
11 and the capitalized terms used in this Order shall have the meanings and/or definitions given to
12 them in the Agreement, as submitted to the Court with the Motion for Preliminary Approval of
13 Class Action Settlement.

14 2. This Court has jurisdiction over the subject matter of this action and over all Parties to
15 this action, including all members of the Settlement Class as that term is defined herein.

16 3. This Court certifies this action, for settlement purposes only, as a class action.

17 4. The following Settlement Class, provisionally certified by the Court in its Order dated
18 February 3, 2017, is hereby certified under California Rule of Court 3.769(d) for settlement
19 purposes only, and is hereinafter referred to as the "Settlement Class":

20 5. "Settlement Class" means all persons:

21 (a) who purchased a Motor Vehicle and, as part of that transaction, entered into an
22 agreement subject to California's Rees-Levering Automobile Sales Finance Act,
23 Civil Code §2981, *et seq.*;

24 (b) whose Motor Vehicle was repossessed or voluntarily surrendered;

25 (c) who were issued a Notice of Intent to Dispose of Motor Vehicle ("NOI") by
26 Mullen Finance from May 5, 2010 through August 4, 2016 that gave the
27 consumer the right to reinstate the loan; and

28 (d) against whose account a Deficiency Balance was assessed.

1 Excluded from the Class are persons (1) whose account were discharged in
2 bankruptcy, (2) against whom Mullen Finance obtained a judgment in Superior
3 Court, and (3) those consumers who appear on the Stipulation of Parties to
4 Exclude Certain Class Members, filed on January 9, 2019.

5 6. On February 3, 2017, the Court found that the case met the requirements for class
6 certification. The Court finds on the record before it that the requirements for class certification
7 are still met.

8 7. This Court finds on the record before it that the Settlement Class meets the requirements
9 for class certification as it is so numerous that joinder of all members is impracticable.

10 8. This Court finds on the record before it that the Settlement Class meets the requirement
11 for class certification as questions of law or fact common to the issues to be reviewed in
12 connection with the settlement predominate over the questions affecting only individual
13 members for the purpose of implementing the settlement in accordance with the Agreement.

14 9. This Court finds on the record before it that the Settlement Class meets the requirement
15 for class certification as Plaintiff's claims are typical of the claims of the Settlement Class as a
16 whole.

17 10. This Court finds on the record before it that the Settlement Class meets the requirements
18 for class certification as Plaintiff and Settlement Class Counsel adequately represent and protect
19 the interests of the Settlement Class.

20 11. This Court finds on the record before it that the Settlement Class is appropriate for
21 certification, as such certification is superior to other available methods for the fair and efficient
22 adjudication of the issues before this Court at this time. Manageability issues do not prevent
23 certification here because there will be no trial.

24 12. The Settlement Class Notice, given to each member of the Settlement Class by mail at
25 updated mailing addresses, constitutes the best notice practicable and is in full compliance with
26 the requirements of California Rules of Court and due process of law.

27 13. This Court finds that the terms of the settlement and the Agreement are the product of
28 arm's length negotiations between the Parties and that the terms thereof are fair, reasonable,

1 adequate, and in the best interests of the Settlement Class and are therefore approved and
2 incorporated herein by the Court.

3 14. The Agreement should be implemented and consummated in accordance with its terms.
4 To the extent already implemented by the parties, such implementation is hereby approved and
5 ratified by the Court.

6 15. Upon Final Judgment, the Settlement Class Representatives and all Settlement Class
7 Members and their heirs, executors, estates, predecessors, successors, assigns, agents and
8 representatives shall be deemed to have jointly and severally released and forever discharged
9 MULLEN FINANCE and Related Parties, as defined in the Agreement, from any and all claims
10 that were or could have been asserted in the Action based on the facts alleged in the Action, as
11 provided in the Agreement.

12 16. The terms of the Agreement and this Final Order and Judgment shall be forever binding
13 on, and shall have res judicata effect in any pending or future lawsuits or proceedings that may
14 be brought or maintained by or on behalf of any Settlement Class Members. ~~This Court hereby
15 bars and enjoins: (i) all Settlement Class Members, and all persons acting on behalf of, or in
16 concert or participation with, such Settlement Class Members, from filing, commencing,
17 prosecuting, intervening in, or participating in, any lawsuit in any jurisdiction on behalf of any
18 Settlement Class Member, based upon or asserting any of the claims released in the Agreement;
19 and (ii) all Settlement Class Members, and all persons acting on behalf of or in concert or
20 participation with such Settlement Class Members, from bringing a class action on behalf of
21 Settlement Class Members or seeking to certify a class which includes such Settlement Class
22 Members, in any lawsuit based upon or asserting any of the claims released in the Agreement.~~

NDC

23 17. Attached to this Final Order and Judgment as **Exhibit 1** is a true and correct copy of the
24 January 11, 2019 Stipulation of Parties [and Order] to Exclude Certain Class Members, which
25 includes a list of all class members who originally received class notice, but whom the Parties
26 agreed to exclude from the final Settlement Class. No Settlement Class members opted to
27 exclude themselves after the Class Administrator sent Settlement Class Notice. Therefore, no
28 Settlement Class Members, other than those original class members listed in **Exhibit 1**, are

1 excluded from the Settlement Class, or from the effect of this Final Order and Judgment.
2 18. It is expressly determined that there is no just reason for delay and the entry of this Final
3 Order and Judgment is hereby directed. In the event that this Final Order and Judgment is
4 appealed, its mandate will automatically be stayed until and unless the Final Order and Judgment
5 is affirmed in its entirety by the court of last resort to which such appeal(s) has (have) been taken
6 and such affirmance is no longer subject to further appeal or review.

7 19. This Final Order and Judgment is final for purposes of appeal and may be appealed, and
8 the Clerk is hereby directed to enter judgment thereon.

9 20. A total service award of \$5,000.00 to Settlement Class Representative RICARDO
10 MELENDEZ is hereby approved as fair and reasonable. A service award of \$1,000.00 each to
11 Settlement Class Representatives ANDRES OROZCO, MATHA LOMELI, and CARLOS
12 CRUZ is hereby approved as fair and reasonable. MULLEN FINANCE shall make such
13 payment in accordance with the terms of the Agreement.

14 21. The Court, having reviewed the Stipulation Regarding Award of Attorneys' Fees, Costs
15 and Expenses, as well as the declarations, exhibits, and points and authorities submitted in
16 support thereof, finds that an award of \$475,000.00 is reasonable and appropriate under all of the
17 circumstances presented. MULLEN FINANCE shall pay this amount to Kemnitzer, Barron &
18 Krieg, LLP under the terms set forth in Section 5.08 of the Settlement Agreement and Release.
19 Such payment of attorneys' fees and costs shall be separate from and in addition to the monetary
20 relief to the Settlement Class and shall not reduce such relief. The Court finds this amount to be a
21 reasonable result in light of the quality of the result obtained, the work performed by class
22 counsel, a review of the billing records provided and the estimated lodestar. In making this
23 award, the Court is not approving any particular hourly billing rates. Payment of the award is to
24 be made on the following schedule, and sent to Kemnitzer, Barron & Krieg at 42 Miller Ave.,
25 **Mill Valley, CA 94941:**

- 26 1. First payment of \$118,750.00 on distribution date January 20, 2020
- 27 2. Second payment of \$118,750.00 on January 5, 2021
- 28 3. Third payment of \$118,750.00 on January 5, 2022
- 4. Fourth payment of \$118,750.00 on January 5, 2023

1 22. The Class Administrator is directed to distribute the Residue, if any, as follows, no later
2 than fifteen (15) days after the check stale date, which is ninety (90) days from the date of
3 distribution of the Settlement Funds:

4 (a) Additional litigation and administration costs in an amount not to exceed \$75,000,
5 said amount to be recovered from the available residue of the settlement fund,
6 shall be paid to Class Counsel;

7 (b) Any remaining Residue, after the payments set forth above, shall be paid as cy
8 pres to the Public Law Center in Santa Ana, a non-profit organization that meet
9 the criteria set forth in California Code of Civil Procedure §384.

10 23. Pursuant to CCP § 384(b), Plaintiffs shall submit to the Court a final report on or before
11 June 5, 2020 setting forth the actual amounts paid to class members and other amounts disbursed
12 pursuant to the settlement (including any costs recovered by class counsel from the residue and
13 any cy pres distribution). Upon receiving the report, the Court will determine whether further
14 reports and/or a hearing will be necessary.

15 NDC 24. ~~Any and all objections to the settlement and the Agreement are overruled as being~~
16 ~~without merit.~~

17 25. In the event that the settlement does not become effective in accordance with the terms of
18 the Agreement, then this Final Order and Judgment shall be rendered null and void and be
19 vacated and the Agreement and all orders entered in connection therewith shall be rendered null
20 and void.

21 26. The Parties are directed to carry out their obligations under the Agreement. The Class
22 Administrator shall file a final compliance declaration after distribution is complete.

23 27. By operation of the laws of the State of California, Mullen Finance shall and hereby is
24 enjoined and restrained by operation of state law Civil Code §2983.2(a) from taking any further
25 steps to collect any amounts purportedly owed by any member of the Settlement Class arising
26 out of a deficiency following repossession. MULLEN FINANCE shall immediately cease and
27 shall not resume any such collection efforts. Furthermore, because the Court finds, as a matter of
28 state law, that the NOI issued to the Class did not strictly comply with California law, Civil Code

1 §2983.2, MULLEN FINANCE is barred by state law from collecting deficiency balances from
2 the Class. Upon execution of the Settlement Agreement and Release, MULLEN FINANCE
3 declared that it recalled the accounts of Settlement Class members from any internal collection
4 departments; recalled and/or repurchase the account of any Settlement Class members that were
5 assigned to any outside collection agencies; recalled any accounts of Settlement Class members
6 that have been assigned to legal counsel; and dismissed any pending legal action against any
7 Settlement Class member, including but not limited to filing an acknowledgement of satisfaction
8 of judgment in every Small Claims Action against any Settlement Class Member.

9 28. ~~Consistent with IRS PLR Number 200212004, MULLEN FINANCE is not required to~~
10 ~~issue Forms 1099-C to any class members and is not subject to the reporting requirements of the~~
11 ~~Internal Revenue Code section 605P.~~

12 29. Jurisdiction is hereby reserved by this Court to assure compliance with all terms of this
13 settlement, in accordance with the Agreement and this Final Order and Judgment. After
14 distribution is complete, MULLEN FINANCE shall file a declaration stating compliance with
15 the terms of the settlement and the Settlement Class Administrator shall file a declaration stating
16 it has complied with the terms of the settlement.

17 30. Settlement Class Counsel shall serve a copy of this Order on all named parties or their
18 counsel within five (5) days of receipt.

19 **SO ORDERED.**

20 Dated: January 14, 2020
21

22 
23 _____
24 HON. WILLIAM CLASTER
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

Re: *Melendez v. Mullen Finance Plan, et al.*
Orange County Superior Court Case No. 30-2014-00722412-CU-BT-CXC

I, Sean R. Barry, certify that I am not a party to the proceeding herein, that I am and was at the time of service over the age of 18 years old, and a resident of the State of California. My business address is 354 Pine St., 5th Floor, San Francisco, CA 94104.

On January 3, 2020, I served the following:

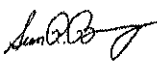
SECOND REVISED [PROPOSED] FINAL ORDER AND JUDGMENT

by depositing true copies thereof, enclosed in separate, sealed envelopes, each of which was addressed respectively to the person(s) and address(es) shown below, for collection and processing for mailing following this business' ordinary practice with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service with the postage thereon fully prepaid, in the United States mail at San Francisco, California.

Michael J. Trotter
David P. Pruett
CARROLL, KELLY, TROTTER, FRANZEN, McBRIDE & PEABODY
111 West Ocean Blvd., 14th Floor
P.O. Box 22636
Long Beach, CA 90801
Attorneys for Defendant K STREET FINANCE, INC. dba MULLEN FINANCE PLAN

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

Dated: January 3, 2020



Sean R. Barry

EXHIBIT 1

1 CARROLL, KELLY, TROTTER, FRANZEN, McBRIDE & PEABODY
2 MICHAEL J. TROTTER (SBN 139034)
3 DAVID P. PRUETT (SBN 155849)
4 111 West Ocean Boulevard, 14th Floor
5 Post Office Box 22636
6 Long Beach, California 90801-5636
7 Telephone No. (562) 432-5855 / Facsimile No. (562) 432-8785

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Orange
01/09/2019 at 12:00:35 PM
Clerk of the Superior Court
By Gus Hernandez, Deputy Clerk

8 Attorneys for Defendant, K STREET FINANCE, INC. dba MULLEN FINANCE PLAN

9 KEMNITZER, BARRON & KRIEG, LLP
10 BRYAN KEMNITZER Bar No. 066401
11 KRISTIN KEMNITZER Bar No. 278946
12 445 Bush St., 6th Floor
13 San Francisco, CA 94108
14 Telephone: (415) 632-1900
15 Facsimile: (415) 632-1901

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
JAN 11 2019
DAVID H. YAMASAKI, Clerk of the Court
BY: CTH DEPUTY

16 Attorneys for Plaintiff RICARDO MELENDEZ; ANDRES OROZCO; MARTHA LOMBLI;
17 and CARLOS CRUZ and the certified class

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

20 RICARDO MELENDEZ; ANDRES
21 OROZCO; MARTHA LOMBLI; and
22 CARLOS CRUZ,

CASE NO.: 30-2014-00722412-CU-BT-CXC

**STIPULATION OF PARTIES TO
EXCLUDE CERTAIN CLASS MEMBERS**

23 Plaintiffs

ASSIGNED FOR ALL PURPOSES TO:
JUDGE WILLIAM D. CLASTER
DEPARTMENT CX-104

24 vs.

Complaint Filed: May 5, 2014
Trial Date: March 4, 2019

25 K STREET FINANCE, INC. dba MULLEN
26 FINANCE PLAN; and DOES 1 through 50,
27 inclusive,

28 Defendants

WHEREAS, on January 19, 2018, the Court issued a Minute Order, ruling on Plaintiff

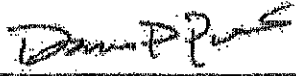
1 Ricardo Melendez's Motion for Summary Judgment and/or Adjudication (Exhibit A). The Court
2 held that "Juarez does not hold that merely adding language in an NOI asking the buyer to call for
3 such information is a violation of the statute." (Exhibit A, pp. 3.)

4 THEREFORE, based upon the Court's order of January 19, 2018, the parties STIPULATE,
5 by the authority given to their attorneys, that the consumers listed in Exhibit B should be removed
6 from the class.

7 IT IS SO STIPULATED.


8
9 DATED: January ⁸ 4, 2019

CARROLL, KELLY, TROTTER, FRANZEN,
McBRIDE & PEABODY

11 By: 
12 MICHAEL J. TROTTER
13 DAVID P. FRUETT
14 Attorneys for Defendant
15 K STREET FINANCE, INC. dba MULLEN
FINANCE PLAN

16 DATED: January ⁷ 2, 2019

KEMNITZER, BARRON & KRIEG, LLP

18 By: 
19 BRYAN KEMNITZER
20 KRISTIN KEMNITZER
21 ATTORNEYS FOR PLAINTIFFS
22 RICARDO MELENDEZ; ANDRES
23 OROZCO; MARTHA LOMELLI; and
24 CARLOS CRUZ

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

Based upon the parties' stipulation, which is based upon this Court's order of January 19, 2018 (Exhibit A), the 451 class members listed on Exhibit B shall be removed from the class.

IT IS SO ORDERED,

DATED: January 11, 2019



HON. WILLIAM D. CLASTER
Judge of the Superior Court

2 Second, Plaintiff objected to the late filing/service of the opposition papers. He also pointed out that the
3 Opposition Separate Statement fails to comply with Cal. Rules of Court ("CRC") 3.1350 because it does
4 not set forth "new facts" in its own separate statement. As to the first point, although the Court has
5 discretion to refuse to consider a late filed paper (CRC 3.1300(d)), the Court exercises its discretion to
6 consider the late opposition papers. No prejudice resulted to Plaintiff, who was able to file a substantive
7 Reply. As to the second point, Defendant filed an opposition separate statement, even if it did not list any
8 additional material facts separately. Whether or not Defendant is required to list additional material facts
9 separately or may simply state those facts to dispute and counter Plaintiff's material facts is of no import
10 in this case. Because the Court is denying the motion based on Plaintiff's failure to meet his initial
11 burden, a finding which is made before considering the opposing party's evidence, it would be
12 inappropriate to grant the motion based on the alleged failure of Defendant to comply with CRC 3.1350.

13 Third, the Court **DECLINES** to rule on Plaintiff's objections (ROA 345) because the evidence is not
14 material to the disposition of this motion. (CCP § 497c(q).)

15 Discussion

16 Plaintiff contends that he and the class are entitled to summary adjudication as to their first cause of
17 action for violation of the Rees-Levering Automobile Sales Finance Act, Civil Code § 2981, et seq., and
18 the second cause of action for violation of the unlawful prong of the Unfair Competition Law, B&P §
19 17200, et seq., because every one of the four NOI forms sent to class members failed to comply with CC
20 § 2983.2(a)(2) as a matter of law.

21 The Court finds that Plaintiff has failed to meet its initial burden of showing that NOI Version Four
22 (designated as Exhibit 10 to the Kernitzer Declaration) does not comply with CC § 2983.2(a)(2). The
23 phrase "all the conditions precedent" in CC § 2983.2(a)(2) requires "requires creditors to provide enough
24 information to allow buyers to determine precisely what they must do in order to reinstate their
25 contracts." (*Juarez v. Arcadia Financial, Ltd.* (2007) 152 Cal.App.4th 889, 904.) Put another way, "the
26 NOI [must] provide a level of specificity as to the conditions precedent to reinstatement sufficient to
27 inform the buyer without need for further inquiry as to exactly what the buyer must do to cure the default.
28 Thus, the statute requires that a creditor inform the buyer of any amounts the buyer must pay to the
29 creditor and/or to third parties, and provide the buyer with the names and addresses of those who are to
30 be paid. The creditor must also inform the buyer regarding any additional monthly payments that will
31 come due before the end of the notice period, as well as of any late fees, or other fees, the amount(s) of
32 these additional payments or fees, and when the additional sums will become due. If the creditor does
33 not provide the defaulting buyer with this information, the creditor has not informed the defaulting buyer
34 of 'all the conditions precedent' to reinstatement of the contract." (*id.* at 904-05.)

35 In this case, Plaintiff identifies only one violation in Version Four: "Every one of Version Four of the NOI
36 sent to class members requires the class member to 'Please call us at the Telephone Number shown on
37 the top of this Notice to find out the exact amount on the date of Reinstatement', in violation of [CC] §
38 2983.2(a)(2)." (Plaintiff's UMF 21.) (Although this exact statement is actually found in the NOI designated
39 as Version One, Exhibit 13, in the Kernitzer Declaration, similar language is found in Version Four,
40 designated as Exhibit 10.) According to Plaintiff, "[t]his statement proves that the class member cannot
41 discern the amount he or she must pay in order to reinstate without further inquiry, because the class
42 member must call to find out the 'exact amount' due." (ROA 326, Motion p. 57-9.)

43 The Court disagrees. Nothing in the statement contained in Plaintiff's UMF 21 affirmatively shows that
44 the NOI was missing any information required by CC § 2983.2(a)(2). Other than the statement in UMF

45 DATE: 01/19/2018
46 DEPT: GX102

47 MINUTE ORDER

48 Page 2
Calendar No.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CASE TITLE: Melendez vs. K STREET FINANCE, INC. CASE NO: 30-2014-00722412-GU-BT-CXC

21. Plaintiff does not point to any specific information that was incorrect or missing from Version Four of the NOI.

Plaintiff appears to argue that there is a violation of CC § 2983.2(a)(2) whenever an NOI asks a buyer to call to obtain specific information required of that section, without any regard to whether or not the requisite information is also included in the NOI. The holding and rationale of *Juarez v. Arcadia Financial, Ltd.* does not support Plaintiff's position. The law in *Juarez* was that the NOI provided no specific information about how the buyer could reinstate his or her contract: the defendant "does not include any specific dollar amounts in the reinstatement section of the NOI that would inform buyers as to how much they must pay in order to reinstate their contracts." (*Juarez v. Arcadia Financial, Ltd., supra*, 152 Cal.App.4th at 901.) The *Juarez* court then went on to discuss how language in the NOI asking the buyer to call for such information would not satisfy the requirements of CC § 2983.2(a)(2). (See *Id.* at 907, 910 at fn. 11.) *Juarez* does not hold that merely adding language in an NOI asking the buyer to call for such information is a violation of the statute.

Court orders clerk to give notice.

DATE: 01/19/2018
DEPT: CX102

MINUTE ORDER

Page 3
Calendar No.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

ACCOUNT #	CLASS MEMBER(S)
1. 620187	1. SHANNON A MORRISEY
2. 620391	2. MARIBEL DE SANTOS 3. JUAN MEDINA
3. 620492	4. TO THE ESTATE OF BRITNEY NICKERSON
4. 620723	5. MARIA ANGIE DIAZ
5. 620805	6. TU ANH NGUYEN
6. 620825	7. CESAR CRUZ
7. 621105	8. GLADYS BERNAL
8. 621210	9. VERONICA AGUILERA
9. 621402	10. CARMEN M BALDERRAMA
10. 621485	11. ANGEL F DEL CID 12. FABRICIO A DEL CID
11. 621583	13. ARTURO VARGAS SALAZAR 14. MARITZA VASQUEZ VARGAS 15. ADAN MARTINEZ VAZQUEZ
12. 621604	16. JORGE MAZATE 17. MIRNA I VASQUEZ
13. 621665	18. JOSE ZAMORA 19. ANGELICA ZURITA
14. 621687	20. LUIS A JIMENEZ
15. 621689	21. DIAMOND J GARETT
16. 621707	22. FAUSTINO BASABE
17. 621708	23. FERNANDO J GARCIA 24. DESIREE CELIA LEAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

	25. MARY BRACAMONTES LEAL
18. 621736	26. LAUREN J GARCIA
19. 621817	27. LARRY B OBAR
20. 621843	28. DENNIS I ALFARO 29. SELSA GARCIA
21. 621852	30. SUNDRA R KENNEDY
22. 621928	31. ELIA CORTEZ 32. CARLOS A ZAGAL
23. 621948	33. KYMBERLY GERWATOSKY
24. 621957	34. SIUAI LIVA
25. 621988	35. LOUIE NUNEZ
26. 622013	36. ANA MARIA TORRES
27. 622018	37. ALEJANDRO JIMENEZ
28. 622141	38. DENNIS I CACERES
29. 622219	39. JORGE A BUSTAMANTE
30. 622240	40. JASON G DOOLIN
31. 622282	41. MUSIO J GARCIA
32. 622284	42. SONIA CERDA 43. HARRY GARCIA
33. 622300	44. ROBERTO TORRES
34. 622305	45. CAROLINA HERNANDEZ 46. JORGE QUEVEDO
35. 622329	47. MARY ULLOA
36. 622371	48. SAMI RABAH ACHOUR
37. 622402	49. ERICA HOLGUIN
38. 622477	50. GERARDO JURADO 51. TRINIDAD JURADO

1	39. 622509	52. DAVID SANCHEZ
2	40. 622609	53. RAFAEL CHAVEZ
3		54. AMERICA A GALDAMEZ
4	41. 622618	55. MORTEZA SAIDIAN
5	42. 622755	56. APRIL BRAHUM
6		57. WALTER EDWARDS
7	43. 622791	58. RAUL MERCADO
8	44. 622793	59. DANIEL HALKYARD
9	45. 622797	60. AUDELIA RIVERA
10	46. 622798	61. CARLOS HERNANDEZ
11		62. JUANA TAMALATZI
12	47. 622813	63. KOURTNEY A JAYO
13	48. 622824	64. JORGE A GALVEZ
14	49. 622854	65. CYNTHIA PEREZ
15	50. 622860	66. STACY ANN BEVANS
16	51. 622874	67. RICHARD CHRISTENSEN
17	52. 622879	68. JOSAFATH CERVANTES
18	53. 622903	69. JUAN ANTONIO MONTELONGO
19	54. 622904	70. CARRIE P GILMORE
20	55. 623074	71. JEFFREY L WALTON
21	56. 623079	72. SOLOMON JOSEPH HERNANDEZ
22	57. 623081	73. WHITNEY YOUNG
23	58. 623130	74. JOSE FREDY PEREZ
24	59. 623135	75. MICHAEL D TIGGS
25	60. 623153	76. LAURA VELAZQUEZ HERNANDEZ
26		77. JOSE LUIS MUNIZ CARDENAS
27	61. 623167	78. JOSE F JUAREZ
28		

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

62. 623175	79. LUIS A SANCHEZ
63. 623205	80. MIGUEL ANGEL FLORES
64. 623285	81. LETICIA GONZALEZ
65. 623286	82. ALFONSO POPOCA SALAZAR
66. 623287	83. ROSALINDA M CHAN
67. 623288	84. LUANNE C ROSETTE
68. 623293	85. AIDE M CARRILLO
69. 623302	86. BENTO GERONIMO VENTURA
70. 623320	87. MINTA M WATKINS
71. 623335	88. MANUEL JR CARDENAS
72. 623383	89. KENNETH JR BECK 90. LAQUITA PITRE
73. 623386	91. DEVON SINGLETON
74. 623418	92. MICHAEL III MENDOZA
75. 623424	93. KARINA ARIAS 94. PEDRO SANCHEZ MARTINEZ
76. 623431	95. PATRICIA J BLANCO 96. ROBERT J SHERRY
77. 623432	97. INICA TERAN
78. 623442	98. GLORIA B RODRIGUEZ
79. 623443	99. JORGE A MACIAS
80. 623446	100. AZUCENA M SIERRA
81. 623452	101. KRYSTAL P MAMA
82. 623454	102. ROBERT JR TISCARENO
83. 623502	103. GUADALUPE A CARINO
84. 623521	104. CHEREE MONTGOMERY
85. 623525	105. MERCEDES E BONO

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

86. 623532	106. EDGAR R GARCIA 107. MIRIAN LIZBETH SANTIAGO
87. 623553	108. ADELAIDA CERVANTES 109. EZEQUIEL MARTINEZ
88. 623591	110. LINDA N WEISSMAN
89. 623600	111. SANDRO GOMEZ
90. 623634	112. MELISSA ALCALA 113. LUIS RAMIREZ
91. 623664	114. AIDE NAVARRO
92. 623668	115. LAURA CASE 116. ALEXIA K SANCHEZ
93. 623689	117. JAVIER CERON
94. 623693	118. JORGE BECERRIL 119. ROBERTO A HERNANDEZ
95. 623706	120. GUSTAVO E GUTIERREZ
96. 623732	121. PATRICK BELL
97. 623733	122. ADRIANNA PALACIO
98. 623759	123. CHRIS MINJARES 124. PATRICIA MINJARES
99. 623774	125. DONNA JOJOLA 126. JOSE L LOPEZ
100. 623780	127. DAVID DONA
101. 623784	128. ERUVEY HERNANDEZ
102. 623813	129. MARCO OCAMPO
103. 623862	130. RAY ANGULO
104. 623863	131. JAIME VALLADARES
105. 623878	132. JUAN CARLOS HERMOSILLO

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

106. 623925	133. ROBERTO S ZUNIGA
107. 623940	134. ALVIN ROGER NUNEZ
108. 623967	135. CARLOS LEON 136. ALEXANDER PADILLA
109. 623990	137. BERNIE TRUJILLO FIGUEROA 138. YESENIA FIGUEROA
110. 624021	139. EDSEL BARRIOS
111. 624028	140. YOLANDA TAYLOR
112. 624097	141. RICARDO CERDA
113. 624111	142. JEREMY SCOTT SANDERFIER
114. 624149	143. ANGELICA LOPEZ
115. 624151	144. EDUARDO VAZQUEZ
116. 624154	145. PRECILIANO J MARTINEZ
117. 624196	146. DEON M HOLLOWAY
118. 624205	147. JOSE RUBEN BUENO CONTRERAS
119. 624207	148. DOLORES REYNALDO RAMOS 149. MARIA DE LOURDES RAMOS
120. 624213	150. FRANCO LINARES
121. 624216	151. ANTONIO G HERNANDEZ
122. 624238	152. MANUEL SANDOVAL 153. NERY SANDOVAL
123. 624240	154. LENA L HALL
124. 624278	155. MARVIN NAVAS
125. 624285	156. ASHLEY RIVERA
126. 624294	157. BERNABE ISMAEL AMAYA
127. 624347	158. MICHELLE PEREDA
128. 624362	159. AURELIA A OCAMPO

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

129. 624372	160. MANUEL MORALES
130. 624381	161. MARLON LOPEZ-CASTELLON 162. MARIA L RAMIREZ
131. 624384	163. MARIA PIMIENTA
132. 624392	164. SANDRA MACIEL 165. JESUS RODRIGUEZ ZAPIEN
133. 624395	166. KATHLEEN SANTILLAN 167. KRISTINE SANTILLAN
134. 624413	168. ANTONIO RAMIREZ 169. DIOSELINA RAMIREZ
135. 624425	170. ABEL CASTRO 171. MARTIN M SANTANA
136. 624426	172. DYANA I LAM
137. 624429	173. DAVID P MACIAS
138. 624437	174. JONATHAN EDGAR MANCIA
139. 624456	175. GEORGE M CLARKE
140. 624459	176. ISIDRO DAMASCO CRUZ
141. 624461	177. GERIBERTO J FLORES
142. 624484	178. IRVIN G MACEDA
143. 624499	179. DELFINA JIMENEZ 180. IGNACIO JIMENEZ
144. 624510	181. FRANCISCO GARCIA 182. MARIBEL LAZARO
145. 624529	183. EVA ADRIANA CONTRERAS
146. 624575	184. DANNY NGUYEN
147. 624580	185. HERNAN CORTEZ
148. 624592	186. KRYSTAL D HILL

1	149. 624603	187. NGOC NGUYEN
2	150. 624618	188. CATALINA RODRIGUEZ
3	151. 624625	189. JESSICA S FIELDER
4	152. 624627	190. GEORGE ALEXANDER FLORES
5	153. 624651	191. ROBERT M PORTWOOD
6	154. 624667	192. DONNA MCNEIL
7	155. 624672	193. SANDRA E GONZALEZ
8	156. 624679	194. EDWARD NACUA
9	157. 624683	195. MEREDITH R ORTIZ
10	158. 624696	196. MOISES ZAMORA ZAVALA
11	159. 624699	197. ULISES SALDIERNA
12	160. 624707	198. DAWN D HARLOW
13		199. TIFFANY WISE
14	161. 624718	200. CARLOS E SBCAIDA
15	162. 624722	201. RAMON RAMIREZ
16		202. RAYMOND RAMIREZ
17	163. 624749	203. JAIME SUAREZ-DIAZ
18	164. 624771	204. JOSE RODRIGUEZ VILLANUEVA
19	165. 624776	205. MARIO FLORES
20	166. 624805	206. PEDRO H CORONA
21	167. 624806	207. JOSE DANIEL FLAMENCO
22	168. 624831	208. ANA K BOTELLO
23		209. BUTIQUIO BOTELLO-SAUCEDO
24	169. 624832	210. RICARDO PEREZ
25	170. 624844	211. DAVIS E AYALA
26	171. 624850	212. BRIAN K BOCK
27	172. 624872	213. ISAIAS ALCOCER
28		

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

173. 624888	214. ERIC I BEST
174. 624891	215. JORGE IBARRA ARIZON 216. JESSE LEYVA
175. 624894	217. FELIX AGUILAR
176. 624907	218. AMANDA A BUCKLES 219. EDGAR REYES
177. 624917	220. JOSE LUIS BUSTOS 221. ANGELICA M GRANDE
178. 624962	222. SALVADOR MUNGUIA 223. EDWIN SALCEDO
179. 624963	224. JULIAN L BURR 225. THOMAS E EVANS
180. 624977	226. WILLIAM MARTINEZ DOMINGUEZ
181. 624981	227. DERRICK LEE CARR 228. PAMELA JANELLE CARR
182. 624984	229. ELIZABETH F DAVIS-HYDE 230. DALE W HYDE
183. 624986	231. VANESSA TORRES 232. VINCENT ZACEVICH
184. 624996	233. TRENNELL D BERRY
185. 625020	234. REVECA RAMIREZ HERRERA 235. FERNANDO TORREZ SUAREZ
186. 625024	236. RONNY LARA
187. 625030	237. MICHAEL S DE LEON 238. MARTHA LEON
188. 625035	239. STEPHANA R ORTIZ
189. 625055	240. PATRICK MITCHELL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

190. 625056	241. NANCY RAMIREZ
191. 625071	242. HUGO RODRIGUEZ 243. KEYLA MARIA RODRIGUEZ
192. 625076	244. JESSE A CATANO
193. 625089	245. NICOLE R ESTRELLA 246. JAIME QUEZADA
194. 625091	247. GENA L SESSIONS
195. 625100	248. SANDRA L CHAVOLLA
196. 625112	249. JENNY RAMIREZ
197. 625113	250. SARA R NEELD
198. 625129	251. ALBERTA MUNOZ 252. MIRIAM VARGAS
199. 625132	253. LUCERO M BARRON
200. 625143	254. JACK KENNETH MCHENRY
201. 625144	255. ZORAIDA CRUZ
202. 625156	256. SALLY L ESPARZA
203. 625169	257. MARIA F MURATALLA
204. 625184	258. ANGEL LOPEZ
205. 625187	259. MARIA JESUS CARACHEO
206. 625221	260. ELSA S MEJIA
207. 625229	261. DEBRA S GARCIA 262. ARMANDO JR VALDEZ
208. 625245	263. MYRA E TELLO
209. 625253	264. JORGE F GARCIA
210. 625257	265. EDGAR BRAVO 266. JOANA MARTINEZ
211. 625264	267. GUADALUPE JAIME BAUTISTA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

212. 625272	268. ESTHER CAMPOS 269. ROBERTO A MOLINA
213. 625274	270. LUIS PINEDA
214. 625284	271. ARIANA O MERCADO
215. 625322	272. MARLENA HERNANDEZ 273. CATALINA SIDON
216. 625323	274. DANIEL CASTREJON
217. 625333	275. DANNY D CARABALLO
218. 625355	276. SALVADOR GONZALEZ
219. 625370	277. WALTER AMAYA RODRIGUEZ
220. 625383	278. ANDREW R GORDON
221. 625394	279. CYNTHIA J CORTES 280. JOSE L GUTIERREZ
222. 625411	281. ROSARIO GUILLEN-LUNA 282. ROSA LUNA VILLANUEVA
223. 625418	283. JOSE JUAREZ
224. 625448	284. RAMON RODRIGUEZ
225. 625455	285. CASSANDRA BINNS
226. 625465	286. JORGE VALLE
227. 625474	287. DAVID C PENALVER
228. 625483	288. BRENDA BELCHER
229. 625501	289. ANA MARIA ZERMENO
230. 625531	290. DOMINGO RAMOS 291. JUAN RAMOS
231. 625538	292. DARLEENA S PHOUETHA
232. 625550	293. ISMAEL SANTOS
233. 625552	294. SOPHIA BACA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

234. 625556	295. FRANCISCO HERNANDEZ
235. 625566	296. JOSE SERRANO ALEGRE
236. 625572	297. EVER ROJAS JR 298. EVER ROJAS SR
237. 625585	299. PETER DO 300. TRAM NGUYEN
238. 625595	301. DOREEN GUADALUPE DELAO
239. 625600	302. DAMIAN RODRIGUEZ
240. 625608	303. RUBEN A GUTIERREZ 304. MARIA DOLORES PLACENTIA
241. 625624	305. JESSICA SANCHEZ GONZALEZ
242. 625634	306. ALFREDO PARAYNO
243. 625638	307. JUAN SAGRERO
244. 625652	308. EFRAIN DIAZ
245. 625659	309. BENJAMIN PEREZ
246. 625661	310. JOSHUA A CAMPBELL
247. 625685	311. CRYSTAL HERNANDEZ 312. JOSE ROJO
248. 625693	313. HENRY M GONZALEZ
249. 625697	314. GEORGE FRANK JR JACKSON
250. 625707	315. JOSE ORTEGA
251. 625720	316. KEVIN J AULT
252. 625737	317. JEREMY ANDERSON
253. 625740	318. AUSENCIO CABRERA
254. 625753	319. JASMINE DURAN 320. ANUAR GUERRERO SEDANO
255. 625772	321. JESUS SANCHEZ

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

256. 625784	322. ILIANA CARDENAS 323. MARIA R QUINTERO
257. 625788	324. CARLOS GARCIA 325. CAROLINA GARCIA
258. 625828	326. LUIS A LARRACILLA 327. JOSE OSORIO
259. 625829	328. GERARDO D ORTIZ
260. 625900	329. JONATHAN HENRY KNIGHT
261. 625901	330. DAVID ROEX
262. 625918	331. CLARY C RIVAS
263. 625941	332. JOVANI PRUDENTE
264. 625956	333. MAIRA BRITO ABARCA
265. 625957	334. MARIA M HERNANDEZ
266. 625960	335. OSCAR BARCENAS
267. 625967	336. NICOLE ROSE LEATHERS
268. 625997	337. TIMOTHY HERRERA
269. 626006	338. ROBERTO ANDRADE
270. 626014	339. LAURENCE ANDREW ROLAND
271. 626049	340. GUADALUPE SOTO
272. 626060	341. VANESSA VARGAS
273. 626061	342. JUAN J CASTILLO 343. MIRIAM E HERNANDEZ
274. 626066	344. JUAN J VELASCO
275. 626076	345. TERESO CUELLAR
276. 626088	346. VALENTINA CILIA 347. ALBERTO MONDRAGON
277. 626093	348. DESIREE TESSIER

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

278. 626100	349. JORGE LUIS DELGADO 350. ROBERTO ORTIZ
279. 626105	351. PRISCILLA ANEKI
280. 626124	352. MANUEL BRAVO
281. 626131	353. ELISEO MENDEZ GOMEZ 354. SERGIO IVON MONTOLLA-AGUILAR
282. 626161	355. OSCAR HERNANDEZ
283. 626174	356. RAUL DE LEON
284. 626181	357. JUAN C SALGADO
285. 626187	358. LUIS MIGUEL LOERA
286. 626228	359. SIXTO CAMPOS
287. 626266	360. AMERICA HERNANDEZ 361. JULIO MONTOYA
288. 626281	362. JOAQUIN LEGORRETA
289. 626304	363. ERIQ D CARTHAN 364. ANGELICA CASTRO
290. 626305	365. MARTIN RAMIREZ ROSALES 366. IRVIN ROSALES
291. 626359	367. DANIEL JR RODRIGUEZ
292. 626362	368. FERNANDO SIORDIA
293. 626403	369. ANDREA GUNTROPE
294. 626415	370. TERRY DE CARLO JOHNSON
295. 626420	371. NERITHA K SILK
296. 626430	372. HUGO SANTILLAN
297. 626465	373. CARL E GRIGSBY
298. 626494	374. NORMA A BERMUDEZ LUCERO 375. ARMANDO A PLIEGO

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

299. 626533	376. MARTHA B GALVEZ
300. 626536	377. JONATHAN DOMINGO 378. ISRAEL ORTIZ
301. 626540	379. DEBY AKA DAVID JIMENEZ 380. JOSE A JIMENEZ
302. 626555	381. DAVID ROBLEDO
303. 626577	382. SERGIO GARCIA
304. 626581	383. EDUARDO JR VELAZQUEZ
305. 626615	384. LESLIE MARICELA CARRANZA
306. 626621	385. MICHAEL A DRIML
307. 626632	386. JOSE CARDOZA
308. 626637	387. BENJAMIN T BROWN
309. 626642	388. FRANK CALDERON
310. 626665	389. ROBERTO SANTIAGO
311. 626674	390. EDGAR GUAPO 391. JOSE GUAPO
312. 626707	392. LOUIS J GAMEZ
313. 626731	393. JUAN CARLOS TINEO
314. 626740	394. GERARDO GALVAN SALAZAR
315. 626756	395. JOEL HERNANDEZ
316. 626778	396. FERNANDO CARRILLO
317. 626806	397. NATHAN NOLLEY
318. 626835	398. JOSE BARRERA FUENTES 399. ANGIE OLVERA
319. 626841	400. MEGAN LOPEZ
320. 626843	401. JOSE GARCIA
321. 626878	402. KAYLEE CHEVEZ

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

322. 626930	403. ALICIA FLORES 404. WILBERTH R MARQUEZ
323. 626941	405. GABRIEL HERNANDEZ 406. NICOLE STEGER
324. 626967	407. JEREMY MORRISON
325. 626971	408. CHRISTIAN GARCIA
326. 627005	409. JORGE ROSALES 410. LUIS ROSALES
327. 627007	411. FRANCISCO J COLORADO 412. ELIA J MORALES
328. 627008	413. MIGUEL YEPEZ
329. 627023	414. ERIC B GUNTER
330. 627038	415. MARIA ISABEL AGUILAR 416. RAFAEL ORDAZ
331. 627052	417. GIANMARCO RAMIREZ
332. 627066	418. ALTAGRACIA SARMIENTO 419. MARIA I SARMIENTO
333. 627075	420. ALMA OROZCO TOLEDO 421. MIGUEL SAMPERIO MONTIEL
334. 627101	422. GERARDO L FLORES
335. 627110	423. EULALIO L FLORES
336. 627146	424. JOSE E RODRIGUEZ
337. 627179	425. GUILLERMO A LOPEZ
338. 627185	426. MA. ENRIQUETA ARANDA ROMAN 427. JOEL GRANADOS
339. 627221	428. ROSAURA N ESPINOZA
340. 627224	429. ISRAEL M DIAZ

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

341. 627241	430. DIANA Y ANGUIANO 431. HUMBERTO Z CHAVEZ
342. 627247	432. JAZMIN NAVARRET 433. ERICK VARGAS
343. 627334	434. ERIKA M HENDERSON
344. 627364	435. ELIZABETH KEMPIS
345. 627398	436. ALEJANDRO MENDEZ
346. 627529	437. CHRISTOPHER F PATTERSON
347. 627578	438. CARLOS CALEL
348. 627825	439. ALVARO BAUTISTA
349. 627943	440. RAYMUNDO VILLALV BARAJAS
350. 904125	441. RONALD FREEMAN
351. 904154	442. NORBERTA CANTU 443. ANGEL SANDOVAL
352. 904190	444. IVAN PROSPERO
353. 904303	445. TRINO B LLAMAS
354. 904371	446. ANGEL CUTBERTO HERNANDEZ
355. 904456	447. JULIO PEREZ ALMARAZ
356. 904484	448. JESUS MANUEL SANCHEZ
357. 904522	449. GERARDO VALENZUELA
358. 904543	450. KIMBERLY WILLIAMS
359. 904708	451. ANGEL ISAIAH OLIVA 452. MICHELLE V REYNA

1 PROOF OF SERVICE

2 **Re: *Melendez v. Mullen Finance Plan, et al.***
3 **Orange County Superior Court Case No. 30-2014-00722412-CU-BT-CXC**

4 I, Sean R. Barry, certify that I am not a party to the proceeding herein, that I am and was
5 at the time of service over the age of 18 years old, and a resident of the State of California. My
6 business address is 445 Bush Street, San Francisco, CA 94108.

7 On January 9, 2019, I served the following:

8 **STIPULATION OF PARTIES REGARDING BUSINESS RECORDS EVIDENCE**


9 **STIPULATION OF PARTIES TO EXCLUDE CERTAIN CLASS MEMBERS**

10 by depositing true copies thereof, enclosed in separate, sealed envelopes, each of which was
11 addressed respectively to the person(s) and address(es) shown below, for collection and
12 processing for mailing following this business' ordinary practice with which I am readily
13 familiar. On the same day correspondence is placed for collection and mailing, it is deposited in
14 the ordinary course of business with the United States Postal Service with the postage thereon
15 fully prepaid, in the United States mail at San Francisco, California.

16 **Michael J. Trotter**
17 **David P. Pruett**
18 **CARROLL, KELLY, TROTTER, FRANZEN, McBRIDE & PEABODY**
19 **111 West Ocean Blvd., 14th Floor**
20 **P.O. Box 22636**
Long Beach, CA 90801
Attorneys for Defendant K STREET FINANCE, INC. dba MULLEN FINANCE PLAN

21 I declare under penalty of perjury that the foregoing is true and correct.

22 Dated: January 9, 2019

23 
24 _____
25 Sean R. Barry

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Melendez vs. K STREET FINANCE, INC.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2014-00722412-CU-BT-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Stipulation and Order dated 01/11/19, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on January 11, 2019, at 2:58:20 PM PST. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

CARROLL, KELLY, TROTTER, FRANZEN,
MCKENNA & PEABODY
DPPRUETT@CKTFMLAW.COM

CARROLL, KELLY, TROTTER, FRANZEN,
MCKENNA & PEABODY
MJTROTTER@CKTFMLAW.COM

KEMNITZER, BARRON & KRIEG, LLP
BRYAN@KBKLEGAL.COM

KEMNITZER, BARRON & KRIEG, LLP
KRISTIN@KBKLEGAL.COM

KEMNITZER, BARRON & KRIEG, LLP
NANCY@KBKLEGAL.COM

KEMNITZER, BARRON & KRIEG, LLP
SEAN@KBKLEGAL.COM

Clerk of the Court, by:  , Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE