

1 DAVE]
2 LA JOLLA, CA 92037
3 Telephone
4 @gmail.com

5 DEFENDANT, PRO SE
6
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8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
9 STATE OF CALIFORNIA, CENTRAL DIVISION
10

11 RICARDO	et al,	)	CASE NO.
)	
		)	(PROPOSED
13 Plaintiffs,		)	NOTICE OF MOTIONS; MOTION
		)	TO QUASH SERVICE; AND/OR
14 -vs-		)	IN THE ALTERNATIVE TO
		)	DISMISS ACTION; AND/OR IN
16 DAVE	, et al,	)	THE ALTERNATIVE TO
		)	STRIKE PORTIONS OF THE
17 Defendants.		)	COMPLAINT AND/OR
		)	DEFENDANTS)

19 ATTENTION ALL PARTIES TO THIS ACTION:
20 COMES NOW THE DEFENDANT, DAVE] , et al, (hereinafter the
21 “Defendant”), and respectfully submits his Motion to Quash Service of the
22 Summons; and/or in the alternative Motion to Dismiss this Complaint; and/or in
23 the alternative to Strike Portions of the Complaint and/or Defendants’ names based
24 upon Cal. Code Civ. Proc. § 410.50, and other legal codes and basis based upon the
25 Memorandum of Points and Authorities attached here, along with the exhibits,
26 documents, and evidence contained herein this motion.
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2 **BACKGROUND**

3 The defendant has been leasing this property since 2011. *A copy of an*
4 *invoice for insurance made to the s Family trust is attached as Exhibit 1*
5 *showing this date, and verifying how long he's been at this property.*

6 The complaint in this action was filed on February 4, 2022 at about 9:30 am
7 in the morning according to the date stamp on the summons and complaint
8 received by the defendant. Note the complaint is claiming defendant owes TAXES.

9 However, the clerk didn't issue the summons it appears until 2/7/2022. *A*
10 *copy of the summons showing this date of 2/7/22 is attached as Exhibit 2 herein.*

11 No attempt at personal service was ever done by the plaintiffs on the
12 defendant.

13 An envelope dated March 2, 2022 is attached as *Exhibit 3 showing a copy*
14 *was not put into the mail until that date to give the defendant a copy of the*
15 *summons and complaint in this action.*

16 According to the docket, no proof of service has been filed yet with this
17 court, nor does the defendant have a copy of the proof of service. The defendant
18 didn't get a copy of the summons and complaint until Friday, March 4, 2022.

19 On Monday, March 7, 2022, the defendant asked a legal service to file a
20 copy of his Answer. The service returned everything to him stating the plaintiffs
21 were already applying for a default judgment. *Copies of proof of them returning*
22 *this to him unfiled are attached as Exhibit 4 herein.*

23 When the defendant first tried to file the Answer, he hadn't had time to do
24 any legal research or even read the Complaint. Now he's had some time to read
25 the complaint, there's serious defects in it as well as a complete failure to state a
26 cause of action or even to list in what capacity he was being sued, as well as to
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1 even name and/or serve the agent of service for Surf Financial, LLC.

2 *Attached as Exhibit 5, please find a copy of the listing for the agent of*
3 *service for Surf Financial, LLC, the limited liability company that's listed as a*
4 *defendant on the summons and complaint. Please note the agent of service for*
5 **this is Jarvis.** Mr. Jarvis hasn't been served with ANYTHING yet in
6 this matter – by any method; personal service, substituted service, a copy in the
7 mail and/or publication.

8 This is why the defendant is moving to dismiss this case, and in the
9 alternative, to move to strike portions of the complaint and/or some, or all, of the
10 defendants.

11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 *A. LEGAL GROUNDS FOR MOTIONS*

13 1. MOTION TO QUASH

14 A defendant may challenge personal jurisdiction on the grounds that he or
15 she was not properly served with a complaint and summons under the rules
16 governing service of process or, less commonly, that the process (i.e., the
17 summons) was itself defective. Unless the defendant makes a general appearance
18 (discussed below), a properly issued and served summons is necessary for the court
19 to acquire personal jurisdiction over a defendant. See Cal. Code Civ. Proc.
20 § 410.50; Rockefeller Tech. Invs. VII v. Changzhou Sinotype Tech. Co., Ltd., 9
21 Cal.5th 125, 139 (2020).

22 Service of summons and complaint is required as part of due process, to give
23 the defendant notice of the suit, to establish personal jurisdiction over the
24 defendant, and to confer jurisdiction on the court.

25 Notice must satisfy both constitutional and statutory requirements. See Cal.
26 Code Civ. Proc. § 410.50; see also Harrington v. Superior Ct., 194 Cal. 185, 189
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1 (1924); Pinon v. Pollard, 69 Cal. App. 2d 129, 133 (1945).

2 If proper service was not made, the defendant may assert the defense of
3 insufficient process (i.e., defects in the summons), insufficient service of process,
4 and/or lack of personal jurisdiction by making a motion to quash service of
5 summons within the time for responding to the complaint. See Cal. Code Civ.
6 Proc. § 418.10(a)(1). For discussion of motions to quash, see Motion to Quash
7 Service of Summons: Making the Motion (CA).

8 Since no defendant has made any general appearance as of this date, this is
9 why the defendant is moving to quash service.

10 2. DEFECTIVE COMPLAINT AND FAILURE TO STATE A CLAIM

11 The complaint will allege that venue is proper in the filing court and explain
12 the bases for that allegation. In certain cases, such as consumer collection and
13 unlawful detainer cases, the venue allegations must be specific and certified. See
14 CA Pretrial Civil Procedure: The Wagstaffe Group, § 13-VI[E][2]. This can be
15 done in the complaint or in a separate affidavit.

16 Description of real property. A complaint that seeks the recovery of real
17 property must include a description of such property with sufficient certainty as to
18 enable law enforcement to execute on the property. Cal. Code Civ. Proc. § 455.
19 Generally, this means that both the address and parcel details are provided.

20 In a claim on a contract, the complaint must allege or make clear whether the
21 contract is oral, written, or implied by conduct. See Cal. Code Civ. Proc. §
22 430.10(g). If the claim is on a written contract, the contract must be attached to the
23 complaint, or the essential terms set forth verbatim. However, a plaintiff can allege
24 generally that any conditions precedent to performance of a contract have been met.
25 Cal. Code Civ. Proc. § 457. Yet no contract is attached to this complaint.

26 The plaintiff must also serve a copy of the court's ADR package along with
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1 the summons and complaint. Cal. Rules of Ct., Rule 3.221(c).

2 None of the above was done, and therefore the complaint is defective,
3 insufficient, and fails to properly state any cause of action against any of the
4 defendants, who aren't even named properly either.

5 These required items are not present in plaintiffs' complaint filed on 2/4/22.

6 3. LACK OF PERSONAL JURISDICTION

7 Court lacks personal jurisdiction over defendant. Another facet of
8 jurisdiction is personal jurisdiction, which refers to the court's authority to render a
9 coercively effective judgment against a particular defendant because of that
10 defendant's connection to the forum. See Walden v. Fiore, 571 U.S. 277, 283
11 (2014) (jurisdiction must be based on "notions of fair play and substantial justice");
12 Vons Cos., Inc. v. Seabest Foods, Inc., 14 Cal. 4th 434, 444–45 (1996). Personal
13 jurisdiction in California state courts will generally not be an issue if the defendant
14 is a California resident, but often will be an issue if the defendant is a nonresident..
15 See Cal. Code Civ. Proc. § 410.50.

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17 When a court has personal jurisdiction over a defendant, it means that the
18 defendant has sufficient contact with California that it would be fair to require the
19 defendant to appear in a California court to defend the action. California courts
20 exercise personal jurisdiction to the extent permitted by the U.S. Constitution. See
21 Cal. Code Civ. Proc. § 410.10; Sibley v. Superior Ct., 16 Cal. 3d 442, 445 (1976).

22 No particular form of pleading for personal jurisdiction is required. Generally, the
23 scope of a plaintiff's personal jurisdiction allegations depends on the type of
24 defendant:

- 25 • Natural person. For an individual defendant, plaintiffs allege that the
26 defendant is a natural person and is a resident of [county name].
- 27 • Corporation. For a corporate defendant, plaintiffs allege that the
28 defendant is a corporation, incorporated in [state], and that the

1 defendant maintains an office or other place of business in [California
2 county name].

- 3 • Other entity. For another type of entity, such as an LLC, plaintiffs
4 allege that the defendant is a [type of entity], organized and existed
5 under the laws of [state], and that the defendant maintains an office or
6 other place of business in [California county name].

7 Certain actions must include specific factual allegations relating to venue in
8 either a verified complaint or affidavit. Such actions are consumer actions under
9 Cal. Civ. Code § 1812.10 or 2984.4 or Cal. Code Civ. Proc. § 395(b), and unlawful
10 detainer proceedings. See Cal. Code Civ. Proc. § 396a.

11 The plaintiffs have not explained why this court is a valid jurisdiction for
12 this case nor have they established this is the valid jurisdiction, nor have they
13 established any jurisdiction over any of the defendants’.

14 4. DEFENDANTS’ HAVEN’T BEEN FULLY NOR PROPERLY NAMED

15 Each party must generally be identified by name in the complaint. An action
16 must be prosecuted in the name of the real party in interest. See Cal. Code Civ.
17 Proc. § 410.50.

18 For business or entity plaintiffs, best practice is to allege the name and type
19 of entity, as well as compliance with any requirements for maintaining an action.
20 See Cal. Code Civ. Proc. § 369.5 (partnership or association may sue in name it
21 has assumed or by which it is known). For example, if a plaintiff is doing business
22 under a fictitious name and sues under that name, the plaintiff should allege
23 compliance with the fictitious business name statutes. Cal. Bus. & Prof. Code §
24 17913.

25 If multiple parties are involved, each cause of action must specify on whose
26 behalf and against whom each cause of action is made (e.g., "by plaintiff Jones"
27 and "against defendant Smith"). Cal. Rules of Ct., Rule 2.112(3), (4).

1 The defendants have not been fully, nor properly named in this action.

2 5. PLAINTIFFS HAVE NOT ESTABLISHED THIS IS PROPER FORUM

3 Parties agreed on different forum. Even if the court would otherwise have
4 jurisdiction over the subject matter and the defendant, the parties may have
5 previously agreed to resolve the dispute in another forum. Two common
6 possibilities are:

7 Contractual forum selection clause. If the dispute is or may be within scope
8 of a contractual forum selection clause that requires filing in a specific jurisdiction
9 or court, move to dismiss or, if appropriate, transfer the action if the alternative
10 venue is another appropriate California state court.

11 If the contract requires bringing the action in a forum outside California, the
12 appropriate procedure for enforcing the forum selection clause is a motion to
13 dismiss or stay for inconvenient forum, as discussed below. Bushansky v. Soon-
14 Shiong, 23 Cal. App. 5th 1000, 1005 (2018); Cal-State Bus. Prods. & Servs., Inc.
15 v. Ricoh, 12 Cal. App. 4th 1666, 1680 (1993).

16 Arbitration agreement. If the dispute is or may be within scope of an
17 arbitration agreement, bring a petition to compel arbitration and stay the civil
18 action.

19 Plaintiffs have not established this is the proper forum, nor is it convenient
20 for the defendant, Dave l. Plaintiffs have not established where the home
21 residence is for him, nor even where the corporation is based out of, or how far
22 they conduct business and in what jurisdictions.

23 Venue is improper. "Venue" refers to a specific location (i.e., county) within
24 California where the action is required or permitted to be tried under the state's
25 statutory venue rules. Thus, even if a California state court has subject matter over
26 an action and personal jurisdiction over the defendant, the action must still be
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1 brought in a proper county under the venue rules. Any objection to improper venue
2 is generally waived if not raised by a timely motion to transfer venue. See Cal.
3 Code Civ. Proc. § 396b(a); Lipari v. Dep't of Motor Vehicles, 16 Cal. App. 4th
4 667, 671–72 (1993).

5 A defendant seeking to establish that an alternative forum is suitable
6 generally must show that all defendants are subject to jurisdiction in the proposed
7 alternative forum. David v. Medtronic, Inc., 237 Cal. App. 4th 734, 743 (2015);
8 Am. Cemwood Corp. v. Am. Home Assurance Co., 87 Cal. App. 4th 431, 433
9 (2001).

10 But the fact that one defendant is a nominal or fictitiously named defendant
11 (see Cal. Code Civ. Proc. § 474) cannot defeat a motion to dismiss on the basis of
12 inconvenient forum. In such a case, if the alternate forum has jurisdiction over all
13 the named defendants, the trial court must sever the nominal defendant and allow
14 the action to continue to proceed against him or her in California. David, 237 Cal.
15 App. 4th at 744–45.

16 In one case involving 200 named defendants, the moving defendants were
17 not required to establish that the alternate forum had jurisdiction over all 200.
18 Instead, the court stayed the action in California (rather than dismissing it) and
19 allowed the case to proceed in the alternate forum, with the understanding that the
20 stay would be lifted if the alternate forum did not, in fact, have jurisdiction over all
21 defendants. Hansen v. Owens-Corning Fiberglas Corp., 51 Cal. App. 4th 753, 758
22 (1996)

23 Generally, if the plaintiff is a resident of the jurisdiction in which the suit is
24 filed, the plaintiff's choice of forum is presumed to be convenient. Hahn v. Diaz-
25 Barba, 194 Cal. App. 4th 1177, 1190 (2011); Animal Film, LLC v. D.E.J. Prods.,
26 Inc., 193 Cal. App. 4th 466, 473 (2011) (plaintiff-resident's choice "rarely
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1 disturbed"). In such cases, the forum state has a strong interest in assuring its own
2 residents an adequate forum for the redress of grievances. Stangvik v. Shiley Inc.,
3 54 Cal. 3d 744, 754–55 (1991).

4 A corporation incorporated in another jurisdiction is not considered a
5 resident of California for this purpose. Invs. Equity Life Holding Co. v. Schmidt,
6 195 Cal. App. 4th 1519, 1535 (2011).

7 The defendant's residence is also a factor to be considered in the balance of
8 convenience. There is a presumption that a California state forum is convenient to
9 a defendant who is a resident of California. If a corporation is the defendant, the
10 state of its incorporation and the place where its principal business is located is
11 presumptively a convenient forum. Stangvik v. Shiley Inc., 54 Cal. 3d 744, 755
12 (1991); Animal Film, LLC v. D.E.J. Prods., Inc., 193 Cal. App. 4th 466, 473
13 (2011) (presumption not rebutted). This presumption, however, is not conclusive,
14 and a resident defendant may overcome this presumption by evidence that the
15 alternate jurisdiction is a more convenient place for trial of the action, even if the
16 defendant is a corporation that has its principal place of business in California and
17 the tort was allegedly committed in California. Stangvik, 54 Cal. 3d at 756, 760–
18 61; Campbell v. Parker-Hannifin Corp., 69 Cal. App. 4th 1534, 1541 (1999).

19 A motion based on inconvenient forum may seek alternative relief of either
20 dismissing or staying the action. See Cal. Code Civ. Proc. §§ 418.10(a)(2), 410.30.

21 A request to dismiss or stay for forum non conveniens should be made by
22 noticed motion. See Cal. Code Civ Proc. 418.10(b), 1005(a)(13); see also Berg v.
23 Mtc Elecs. Techs. Co., 61 Cal. App. 4th 349 (1998). The motion should therefore
24 comply with the general format and procedures applicable to noticed motions. See
25 Cal. Rules of Ct., Rule 3.1100 et seq.
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1 6. ABILITY TO COMBINE MULTIPLE MOTIONS INTO ONE

2 See Cal. Rules of Ct., Rules 3.1112(a), (b), 3.1113. Many attorneys prefer to
3 combine the motion papers into a single document, which is permitted by the rules
4 provided that the caption of the combined document specifies which documents are
5 included. See Cal. Rules of Ct., Rule 3.1112(c).

6 7. PLAINTIFFS CAN'T OBTAIN A DEFAULT BASED ON SERVICE

7 In addition, in the absence of proof of proper service of summons, you may
8 not obtain a default judgment. See Cal. Code Civ. Proc. § 585.

9 B. LEGAL ANALYSIS

10 The plaintiffs who filed this action has not shown they have the jurisdiction
11 over the defendants/tenants to be filing this action. David has been leasing
12 this property for his business since 2011 as we've shown evidence. Yet no lease
13 has been produced to this court showing that these people have any legal right to
14 be filing for any amount of money and/or possession of this property. They've
15 shown no written contract, or any agreement for that matter showing any
16 relationship with Dave , and/or any defendant.

17 They are even misrepresenting the terms of this agreement by stating Dave
18 has only been there since 2019, when we have plenty of record showing he's been
19 there continuously since 2011. There's nothing to show anything about even the
20 amount of rent for this property, nor even what exactly is the property they're
21 talking about since again more than one business is operating out of that address.

22 So who are they suing as the defendants? The agent of service for
23 Financial, LLC has an agent of service listed clearly with the California Secretary
24 of State. Yet they haven't named him, nor served him. This means they haven't
25 even bothered to determine what the corporate status is for , LLC,
26 nor even if Dave has ANY relationship to it whatsoever.
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1 Dave's capacity as a defendant wasn't even spelled out because they haven't
2 even checked what relationship he has, if any, with anything to do with this
3 property. Which means they haven't established a cause of action or even
4 jurisdiction over Dave, or anyone for that matter. Are they suing Dave as an
5 individual? If so, on what grounds? Are they suing [redacted], LLC? If so,
6 what relationship does Dave have to this corporation, again if any?

7 Why hasn't there been any attempt at personal service, and then this
8 premature push for a default judgment when they know there's not even a
9 contractual agreement which would allow them to even pursue a default judgment.

10 For a matter involving this amount of money and a business that's been at
11 this same address since 2011, not 2019 as alleged, these people have an obligation
12 not only to prove they have standing to be filing an action, to prove their claims
13 even as to the amounts they're alleging to be owed, let alone possession before
14 removing someone from their business and property, but further as to who exactly
15 they're suing and in what capacity because they haven't even established this is the
16 right court for this action. They haven't because they haven't determined if Dave
17 even resides in this state, or even where this corporation is doing business out of
18 they're attempting to sue. For all we know, this is a federal court matter and/or
19 one based on a contract which hasn't been shown yet to this court.

20 They certainly need to at least properly name who they're trying to take
21 possession and money from, which they haven't done. As well as to at least
22 attempt personal service a few times before resorting to substituted service. Then
23 only failing personal and then substituted service, to resort to just sending a copy
24 of an action asking for possession of a business and this amount of money in the
25 mail and expecting this court to then uphold a default judgment is outrageous in
26 what they're asking of the court to do without one shred of evidence to any of the
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1 allegations they're making in their complaint, and against Dave, as well as even in
2 what capacity they're naming Dave, while ignoring completely the agent of service
3 listed for this corporation with the state.

4 This is why Dave will be moving this court to quash service first of all. If
5 the court doesn't grant this motion, then he's going to move to strike the portions
6 of the complaint not substantiated such the terms of his supposed tenancy there,
7 which hasn't been proven, and the amount of money they're saying he owes for
8 rent, which they're not proving either. They've given no breakdown as to how
9 much money he has paid either for this matter. Nor are they explaining why
10 they're doing this because they refused the rent and then are trying to move for an
11 action claiming he hasn't paid the rent. Only who is he supposed to be paying for
12 the rent and in what amount? None of this has been established in their complaint
13 and should be struck, along with his name until they can prove even what
14 relationship and/or obligation he has in this matter to this property.
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16 On top of everything else listed above, these parties haven't even served
17 Dave with the required documents they're now required to file in light of Covid,
18 and the new court rules still in effect until March 31, 2022 with respect to Covid.
19 So their complaint isn't properly spelled out, nothing is included to establish who
20 anyone is or if they have any right to ask for any amount of money of anyone, they
21 haven't served anyone, and they haven't even included papers and language and
22 forms and all kinds of things they're required to do when coming after someone to
23 take their business and their money.

24 Until they can prove any of their allegations, and he's even been served
25 properly, he can't possibly answer this complaint. Especially a complaint trying to claim
26 possession and monetary damages for "property taxes" when Plaintiffs are not the IRS, nor have they
27 shown any contract for, nor even any itemized bills for these "taxes" when Defendant is not the owner!
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1 **PRAYER**

2 Therefore, the defendant, Dave , respectfully requests:

- 3 1. For an Order Quashing Service of the Summons and Complaint;
- 4 2. In the alternative, for a Order Dismissing this Complaint in it's entirely
- 5 based on the reasons outlined above in this motion;
- 6 3. In the alternative, for an Order to Strike the Defendants named in the
- 7 Summons and Complaint as they have not been properly, nor fully,
- 8 named where known by the Plaintiffs, and any portions of the complaint
- 9 relating to amounts of money owed as that's not been established by any
- 10 lease agreement provided by the plaintiffs, as well as the address of the
- 11 property as it was not fully outlined in the complaint as to parcel number
- 12 to where the property is exactly, and the name of the landlord as the
- 13 defendant, Dave , has no agreement with the parties who filed this
- 14 action for any amount of rent on this property; and
- 15
- 16 4. For all costs and fees to defend this frivolous complaint filed by the
- 17 plaintiffs, who haven't established they even have the capacity to be
- 18 filing this action, nor demanding anything from the defendants upon
- 19 proof to this court.

20 Dated: March 17, 2022

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1 **DECLARATION OF GABRIELLA REYES IN SUPPORT**

2 My name is Gabriella Reyes. I'm an individual who is a freelance paralegal
3 who can be reached at paralegaloverflow@gmail.com.

4 I first got a call from Dave about this case on Friday evening, March 4,
5 2022. I helped him try and file an Answer which he and I thought was timely on
6 Monday, March 7, 2022.

7 I helped him because the attorney I work for, who was talking to Dave about
8 taking on his case, couldn't be reached until Monday. However, Dave wanted to
9 file something Monday. I had to gather up his documents anyway to give to the
10 attorney, so I had them in hand and therefore it was easy to help him by typing up
11 his Answer as he directed me to do.

12 Only I got the filings back from the attorney service that afternoon. A copy
13 of the rejection has been attached already as an Exhibit to this court dated March 7,
14 2022.

15 I then told Dave we needed to get his Proof of Service for the complaint, and
16 once we had that, I could then finalize him a retainer agreement for the attorney I
17 work with to take on his representation.

18 Dave told me he couldn't get away from work to get this. I tried calling the
19 court for days myself and I couldn't reach anyone. Dave says he finally called the
20 plaintiffs' attorney's office and asked for it and he was laughed at and they hung
21 up on him. With the court clerk's windows shut down according to your website,
22 we were trying daily to get a copy of the Proof of Service so he could then have the
23 attorney look at it and advise him what had to be done yet. He couldn't figure out
24 an estimate on a retainer without first knowing if he had to set aside a default just
25 to proceed.
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1 Then while we were trying daily to get these papers from the court, and
2 working diligently to try and figure out if a default had been entered, was about to
3 be entered, or what was going on, then on March 11, 2022, Dave sent me a copy
4 of this Request for Default he got in the mail that day. It looks like it was filed on
5 3/9/22 and he got it the 11th.

6 While the email shows he sent it to me at about 11 am, I don't always check
7 my emails regularly. ESPECIALLY when it's Friday, which is my busiest day of
8 the week as EVERYONE wants me to file their stuff "today" before the weekend.
9 *A copy of him sending it to me is attached as Exhibit 6.*

10 I actually quit work at 5 pm Friday, and then went and cooked my dinner
11 and knocked off for the night, and the weekend. Dave assumed I had the email and
12 didn't follow up because he didn't want to bother me on the weekend being as he
13 knows I'm working from home.

14 So I didn't even know about this default until Monday morning, which was
15 March 14, 2022. The problem was I had a virus attack strike and literally wiped
16 out every computer in my house. All I had was the phone on me. Dave had
17 already paid me the money he had to get things going with the attorney, who I had
18 already given to him to put into his trust account. *I'm attaching Exhibit 7 – which*
19 *is an email showing how I'm trying to buy another computer when I have no car to*
20 *get around so you can see the date.*

21 So I didn't have money to refund him to let him go anywhere else for help. I
22 thought I had a simple problem in that I've always been able to order cheap
23 computers delivered on the same day from either Amazon, Walmart and/or
24 Craigslist.

25 However, I didn't factor in the war or the chip shortage. Amazon and
26 Walmart were telling me they couldn't get me any computers delivered until three
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1 days later, which would then be March 16, 2022. I can't type or efile anything on
2 my phone and Dave can't type – so we had to wait until I could figure something
3 out to get another computer.

4 By playing with one of the computers myself, I got one working again on
5 March 15, 2022. I then started to file his response with the attorney service about
6 11:30 pm that evening figuring I'd make the filing at least before midnight.

7 That's when my internet was suddenly cut off. I had until March 19, 2022 to
8 pay my bill. That didn't stop Cox from cutting me off anyway without warning
9 and refusing to turn me back on until they got more money. By the time I got
10 done yelling at them, it was now March 17, 2022 at a bit past midnight. *Proof of*
11 *that disconnect showing my internet service went off is attached as Exhibit 8*
12 *herein.*

13
14 The attorney service wasn't open now it was past midnight, and according to
15 their site anything filed after midnight is only going to be filed that day. So despite
16 trying to get something filed on March 16, 2022, I wasn't able to get it filed with
17 them until the morning of March 17, 2022,

18 When I thought I had it filed on 3/17/22, they emailed me back saying the
19 files had "to be converted to a searchable format". Only I don't have software to
20 make that kind of conversion. By the time I found the software to make the
21 conversion, it's now after 8:30 pm on March 17, 2022.

22 Meaning I'm trying to help Dave as fast as humanly possible to respond to
23 his request for default. *Attached is Exhibit 9*, which is showing my filings with the
24 court many times on 3/17/22 trying to get his objection to this request for default
25 filed today in order to verify to you that I have attempted three filings now to try
26 and get his response filed, and it's been kicked back to me by the service.

27 I'm giving you this evidence, and my declaration, to show you Dave is
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