

1 Hallie N. Zimmerman CSBA 247407
Jerome M. Yalon, Jr. CSBA 84204
2 Barbara L. Bollero CSBA 135189
Peter R. Osterman CSBA 177093
3 Therese S. Harris CSBA 246711
BISHOP, WHITE, MARSHALL & WEIBEL, P.S.
4 901 Sunvalley, Suite 220
Concord, CA 94520
5 1-877-259-1016

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER

NOV 15 2010

JAKE CHATTERS
EXECUTIVE OFFICER & CLERK
By Brandon Burke, Deputy

7 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, PLACER
8 COUNTY AT AUBURN/DEWITT COURTHOUSE

9 BENEFICIAL FINANCIAL I INC. Plaintiff,
10 vs.
11 RENE AGUILERA Defendants.

No.: MCV0047788

DECLARATION OF PLAINTIFF
IN SUPPORT OF PLAINTIFF'S
MOTION FOR DEFAULT
JUDGMENT

(C.C.P. sec. 585(d))

13 I, the undersigned, declare under penalty of perjury under the laws of the State of
14 California as follows:

15 1. I am a Recovery Specialist employed by plaintiff BENEFICIAL
16 FINANCIAL I INC.. I have personal knowledge of the facts stated in this
17 declaration, or have acquired such knowledge in the course of my employment by
18 plaintiff and by examination of its books and records maintained in the ordinary
19 course of its business. If called as a witness, I could and would competently testify to
20 the matters stated in this declaration.

21
22 2. BENEFICIAL FINANCIAL I INC. is a licensee under the laws of the state
23 where the parties entered a written revolving credit agreement (the "Agreement"). A
24 true and correct copy of the parties' Agreement is attached to this declaration.

25 DECLARATION OF PLAINTIFF IN SUPPORT..

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Concord, CA 94520

1 Pursuant to the Agreement, plaintiff opened and maintained a revolving credit
2 account extending credit to defendant(s) under terms and conditions set forth in the
3 Agreement, including terms pertaining to finance charges and interest (the
4 "Account").

5 3. I am a custodian of plaintiff's business books and records. In the normal
6 course of its business, plaintiff maintains computerized account records for
7 customers who have borrowed funds or obtained credit from it. The records are kept
8 in the ordinary and routine course of plaintiff's business by its employees, who are
9 charged with the duty of recording all business acts, conditions and events onto
10 plaintiff's computers at or near the time of each such occurrence. I have personally
11 reviewed plaintiff's records regarding defendant's(s') Account with plaintiff, and I
12 make this declaration based upon that personal review.

14 4. The computerized ledgers maintained by plaintiff's employees constitute the
15 principal records of amounts due and owing to plaintiff for any and all transactions
16 that occur when a credit account with plaintiff is used. The ledgers reflect all debits
17 and credits to the account, including against whom and in favor of whom the entries
18 are made. The entries are made in the regular course of plaintiff's business, and a
19 written statement of the account detailing all such transactions, charges and credits is
20 provided to each of plaintiff's accountholders monthly.

22 5. The figures in this declaration were obtained from my personal review of
23 plaintiff's computerized ledger for defendant's(s') Account. A true and correct copy
24 of plaintiff's computerized ledger for defendant's(s') Account which I reviewed and

25 DECLARATION OF PLAINTIFF IN SUPPORT..

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1 which details defendant's(s') Account transactions and balance due is attached. This
2 history of charges, credits, interest and payments was made and kept in the ordinary
3 course of plaintiff's business.

4 6. On or about December 31, 2009, defendant(s) defaulted in making the
5 Account payments due as required by the Agreement. There is now due and owing
6 to plaintiff from defendant(s), the sum of \$16985.74. Despite plaintiff's demands, no
7 part of this sum has been paid.

8 7. As a result of defendant's(s') failure to make monthly payments as agreed,
9 and pursuant to the Agreement's terms, plaintiff accelerated the Account balance so
10 that the entire unpaid Account balance became immediately due and payable.

11 8. It is plaintiff's regular business practice to mail its borrowers monthly
12 statements of their accounts reflecting all debits and credits to those accounts. This
13 practice was followed for defendant's(s') Account. Plaintiff has no record of
14 defendant(s) ever objecting to the balance shown as due and owing on plaintiff's
15 monthly statements provided to defendant(s) regarding the Account or, if an
16 objection was made, plaintiff thoroughly investigated all such disputes and
17 determined that all sums were properly credited or charged to the Account.
18

19 9. I have personally completely and thoroughly reviewed defendant's(s')
20 Account records. There is no notation that defendant(s) reported the Account as lost
21 or stolen. If plaintiff had received such a report, either in writing or orally, notation
22 of that report would be contained within plaintiff's business records. Plaintiff has no
23 record that defendant(s), or anyone, reported to plaintiff that the Account was lost or
24

25 DECLARATION OF PLAINTIFF IN SUPPORT..

BISHOP, WHITE, MARSHALL & WEIBEL, P.S.
901 Sunvalley Blvd., Suite 220

1 stolen.

2 10. The Agreement allows for recovery of reasonable attorney's fees and court
3 costs if legal action is necessary to recover Account sums due. Due to the Account's
4 serious delinquency, plaintiff retained the law firm of BISHOP, WHITE,
5 MARSHALL & WEIBEL, P.S. to collect the balance due. Plaintiff has reasonably
6 and necessarily incurred attorneys fees and court costs to recover the Account sums
7 due against defendant(s). Accordingly, plaintiff requests an award of reasonable
8 attorney's fees and court costs pursuant to the Agreement terms.
9

10 11. On behalf of plaintiff, I respectfully request the court enter its judgment in
11 favor of plaintiff, BENEFICIAL FINANCIAL I INC., and against defendant(s),
12 RENE AGUILERA, in the sum of \$16985.74, plus attorney's fees of \$800.00, and
13 court costs of \$330.00, together with post-judgment interest at the rate of 10% per
14 annum.

15 **I declare under penalty of perjury under the laws of the State of California**
16 **that the foregoing is true and correct.**

17 Dated this 30 day of August, 2010, at Chesapeake, Virginia.

18
19 Saskya Montoya
Name: SASKYA MONTAYA
20 Title: Legal Recovery Specialist
BENEFICIAL FINANCIAL I INC.
21 HF070129 DEC5854

22
23
24
25 DECLARATION OF PLAINTIFF IN SUPPORT..

BISHOP, WHITE, MARSHALL & WEIBEL, P.S.
901 Sunvalley Blvd., Suite 220
Concord, CA 94520

REVOLVING LOAN AGREEMENT (Page 1 of 5)

LENDER (called "We", "Us", "Our")

BENEFICIAL CALIFORNIA INC.
5259 SUNRISE AVENUE
SUITE A-6
FAIR OAKS CA 95628

California Finance Lenders License No. 807 0838

BORROWERS (called "You", "Your")

AGUILERA, RENE
SS: [REDACTED] 5722
136 DONNER AVE
ROSEVILLE CA 95678

LOAN NO: [REDACTED] 2776

DOWN PORTION OF AVERAGE DAILY BALANCE	MONTHLY PERCENTAGE RATE	ANNUAL PERCENTAGE RATE	CREDIT LIMIT	DATE OF THIS AGREEMENT
.01 AND OVER	2.409 %	28.900 %	\$ 15000	07/19/06
			INITIAL ANNUAL FEE	SUBSEQUENT ANNUAL FEE
			\$ 50.00	\$ 50.00

In this Agreement, "you," "your" and "Borrower" mean the customer(s) who signs this Agreement. "We," "us" and "our" refer to Lender. This Agreement covers the terms and conditions of your Revolving Loan Account. We want you to understand how your Credit Line Revolving Loan Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying all sums advanced under this Agreement.

Your Credit Line is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Credit Line Revolving Loan Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

Physical damage insurance on vehicle listed under "Security" above, if "Y" appears under "Insured."
You may obtain any required insurance from anyone you choose.

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

11-26-01 F NRE



*A97E5U2A2F92RLA5000CA0553C J0P*AGUILERA

ORIGINAL

CA0553C1

R136-F 14:24:59
ACTIVE HIFC
Acct...: ██████████8114
Tax No.: ██████████-5722
Name...: AGUILERA, RENE
Address: 136 DONNER AVE
Address:
City...: ROSEVILLE
Ph (Ho) : 9167822040
Ph (Off): 0003248389 916

RECOVERY MANAGEMENT SYSTEM

Financial Transactions From

HBU3RX 08/18/10

To: REL6.1.0

Comaker Count: 00

Birthdate: 04/08/61
Status....: 520
Loan Type.: NRF
Recoverer.: 2133
Lst Pmt Dt: 12/31/09
Lst Paymnt: 0.00
Commiss..%: .00
Interest %: 28.89

Date	Code	Description	Posted Amount	Balance
05/16/10	10030	INITIAL CHARGE-OFF COP	14,162.54	14,162.54
05/16/10	19030	PRE-CHARGE OFF INTEREST	2,823.20	16,985.74
** END OF TRANSACTIONS				

PF Keys: 3=Prev

7=Back 8=Fwd 16=Post Dt

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Hallie N. Zimmerman CSBA# 247407 Jerome M. Yalon Jr. CSBA# 84204
Barbara L. Bollero CSBA# 135189 Therese S. Harris CSBA# 246711
Daniel L. Hembree CSBA#247020 Peter R. Osterman CSBA# 177093
BISHOP WHITE MARSHALL & WEIBEL, P.S.,
901 Sunvalley Blvd., Suite 220, Concord, CA 94520

FOR COURT USE ONLY

2011 MAY 13 AM 11:22

FILE NUMBER: HF070129

TELEPHONE NO: 1-877-259-1016

FAX NO (Optional): 206-622-0352

ATTORNEY FOR (Name): BENEFICIAL FINANCIAL I INC.

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Placer

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER

MAR - 5 2012

JAKE CHATTERS
EXECUTIVE DEPUTY & CLERK
By J. Davis, Deputy

STREET ADDRESS: PO Box 619072

MAILING ADDRESS:

CITY AND ZIP CODE: Roseville, CA 95661-9072

BRANCH NAME: AUBURN/DEWITT COURTHOUSE

PLAINTIFF: BENEFICIAL FINANCIAL I INC.

DEFENDANT: RENE AGUILERA

WRIT
OF

EXECUTION (Money Judgment)
 POSSESSION OF Personal Property
 SALE Real Property

CASE NUMBER:
MCV0047788
LIMITED

1. To the Sheriff or Marshal of the County of: Placer

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accord with CCP 699.080 or CCP 715.040.

3. (Name): BENEFICIAL FINANCIAL I INC.

is the judgment creditor assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name and last known address):

RENE AGUILERA
136 DONNER AVE
ROSEVILLE CA 95678-2707

RECEIVED

MAR 05 2012

Superior Court of California
County of Placer
Calendar

Additional judgment debtors on next page

5. Judgment entered on (date):

February 19, 2011

6. Judgment renewed on (dates):

7. Notice of sale under this writ

- a. has not been requested.
- b. has been requested (see next page).

8. Joint debtor information on next page.

9. see next page for information on real or personal property to be

delivered under a writ of possession or sold under a writ of sale.

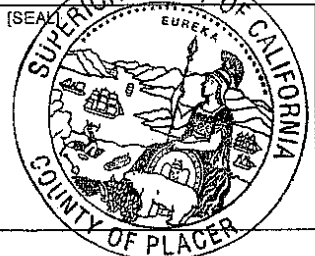
10. This writ is issued on a sister-state judgment

11. Total judgment.....	\$	18195.24
12. Costs after judgment (per filed order or memo CCP 685.090).....	\$	0.00
13. Subtotal (add 11 and 12).....	\$	18195.24
14. Credits.....	\$	0.00
15. Subtotal (subtract 14 from 13).....	\$	18195.24
16. Interest after judgment (per filed affidavit CCP 685.050) (not on GC 6103.5 fees).....	\$	237.33
17. Fee for issuance of writ.....	\$	25.00
18. Total (add 15, 16, and 17).....	\$	18457.57

19. Levying officer:

- (a) Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) of \$ 4.98
- (b) Pay directly to court costs included in 11 and 17 (GC 6103.5, 68511.3; CCP 699.520(i))..... \$

20. The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.



Issued on (date) APR 26 2011

Clerk, by [Signature] Deputy

NOTICE TO PERSON SERVED: SEE NEXT PAGE FOR IMPORTANT INFORMATION.

PLAINTIFF: BENEFICIAL FINANCIAL I INC. vs. RENE AGUILERA

CASE NUMBER:

MCV0047788

DEFENDANT:

— Items continued from page 1—

21. Additional judgment debtor (name and last known address):

22. Notice of sale has been requested by (name and address):

23. Joint debtor was declared bound by the judgment (CCP 989-994)

a. on (date):

a. on (date):

b. name and address of joint debtor:

b. name and address of joint debtor:

c. additional costs against certain joint debtors (itemize):

24. (Writ of Possession or Writ of Sale) Judgment was entered for the following:

a. Possession of real property: The complaint was filed on (date):

(Check (1) or (2)):

- (1) The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46. The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.
- (2) The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.

(a) \$ _____ was the daily rental value on the date the complaint was filed.

(b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (specify):

- b. Possession of personal property.
 - If delivery cannot be had, then for the value (itemize in 9e) specified in the judgment or supplemental order.
- c. Sale of personal property.
- d. Sale of real property.
- e. Description of property:

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying Notice of Levy (Form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will make a demand upon you for the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

▶ A Claim of Right to Possession form accompanies this writ (unless the Summons was served in compliance with CCP 415.46).

1 Jerome M. Yalon, Jr. CSBA 84204
2 Peter R. Osterman CSBA 177093
3 Therese S. Harris CSBA 246711

FILED
Superior Court of California
County of Placer

JUN 23 2014

Jake Chatters
Executive Officer & Clerk
By: *[Signature]*, Deputy

4 KRISTA L. WHITE & ASSOCIATES, P.S.
5 700 YGNACIO VALLEY ROAD, SUITE 360
6 WALNUT CREEK, CA 94596
7 1-877-259-1016

8 Attorneys for BENEFICIAL FINANCIAL I INC.
9 File Number: HF070129

10 SUPERIOR COURT OF CALIFORNIA, COUNTY OF PLACER
11 AUBURN/DEWITT COURTHOUSE, LIMITED CIVIL JURISDICTION

12 BENEFICIAL FINANCIAL I INC.

No.: MCV0047788

Plaintiff,

vs.

ACKNOWLEDGEMENT OF
ASSIGNMENT OF JUDGMENT

13 RENE AGUILERA, et al.

Defendant(s).

14 1. The undersigned hereby assigns absolutely to Cavalry SPV I, LLC, and warrants at
15 its sole expense, risk and cost, fully identified below in paragraph 4, all of its right, title and
16 interest in the Judgment entered in this matter on February 19, 2011, in the amount of \$18,195.24
17 in the above entitled court.

18 2. Name and Address of Judgment Creditor of Record (Assignor herein):

19 BENEFICIAL FINANCIAL I INC.
20 c/o KRISTA L. WHITE & ASSOCIATES, P.S.
21 700 YGNACIO VALLEY ROAD, SUITE 360
22 WALNUT CREEK, CA 94596

23 3. Name and Last Known Address of Judgment Debtor:

24 RENE AGUILERA
25 136 DONNER AVE
ROSEVILLE, CA 95678-2707

RECEIVED

JUN 23 2014

Superior Court of California
County of Placer

ACKNOWLEDGMENT OF ASSIGNMENT OF JUDGMENT

KRISTA L. WHITE & ASSOCIATES, P.S.
700 YGNACIO VALLEY ROAD, SUITE 360
WALNUT CREEK, CA 94596

ORIGINAL

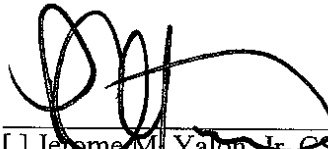
4. Name and Address of Assignee:

Cavalry SPV I, LLC,
c/o KRISTA L. WHITE & ASSOCIATES, P.S.
700 YGNACIO VALLEY ROAD, SUITE 360
WALNUT CREEK, CA 94596

IN WITNESS WHEREOF, this assignment has been duly executed by the agent authorized to execute this assignment on this day.

Date March 28, 2014

By:


 Jerome M. Yalon, Jr. CSBA 84204
 Peter R. Osterman CSBA 177093
 Therese S. Harris CSBA 246711

ATTORNEY OF RECORD AND AUTHORIZED AGENT TO EXECUTE
ACKNOWLEDGEMENT OF ASSIGNMENT FOR BENEFICIAL FINANCIAL I INC.

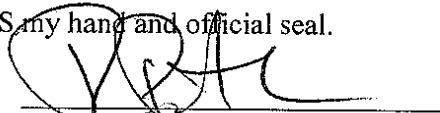
State of Washington
County of King

On March 28, 2014 before me, Ryan Poth, Notary Public personally appeared Peter R. Osterman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

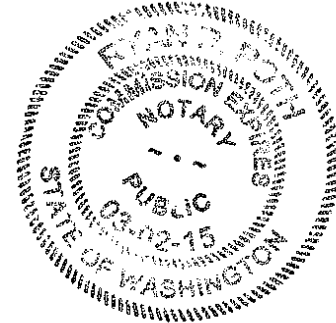
I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Ryan Poth

(Seal)



CAASSGNJMTW HF070129

ACKNOWLEDGMENT OF ASSIGNMENT OF JUDGMENT

KRISTA L. WHITE & ASSOCIATES, P.S.
700 YGNACIO VALLEY ROAD, SUITE 360
WALNUT CREEK, CA 94596

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jerome M. Yalon Jr. CSBA# 84204 Peter R. Osterman CSBA# 177093 Therese S. Harris CSBA# 246711 KRISTA L. WHITE & ASSOCIATES, P.S., TELEPHONE NO: 1-877-259-1016 700 YGNACIO VALLEY ROAD, SUITE 360, WALNUT CREEK, CA 94596 FAX NO. (Optional): 206-805-0742 FILE NUMBER: HF070129 ATTORNEY FOR (NAME): BENEFICIAL FINANCIAL I INC.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Placer STREET ADDRESS: PO Box 619072 MAILING ADDRESS: CITY AND ZIP CODE: Roseville, CA 95661-9072 BRANCH NAME: AUBURN/DEWITT COURTHOUSE	
PLAINTIFF/PETITIONER: BENEFICIAL FINANCIAL I INC. DEFENDANT/RESPONDENT: RENE AGUILERA	
PROOF OF SERVICE BY FIRST-CLASS MAIL— CIVIL	CASE NUMBER: MCV0047788

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place.
 2. My residence or business address is:
408 N. Tower Avenue
Centralia, WA 98531
 3. On (date): 6/13/2014 I mailed from (city and state): Centralia, WA
the following documents (specify):
Assignment of Judgment
- The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).
4. I served the documents by enclosing them in an envelope and (check one):
 - a. **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - b. **placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
 5. The envelope was addressed and mailed as follows:
 - a. Name of person served: RENE AGUILERA
 - b. Address of person served:
136 DONNER AVE
ROSEVILLE, CA 95678-2707

The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

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

Date: 6/13/2014

Dallas Davis

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

▶ 
 (SIGNATURE OF PERSON COMPLETING THIS FORM)