



1 SHAYAN HEIDARZADEH/SBN 299915
2 SARAH JANE REYNOLDS/SBN 299510
3 **PERSOLVE, LLC**
4 9301 Corbin Avenue, Suite 1600
5 Northridge, CA 91324
6 866/438-1259; 818/534-3100; 818/534-3140 (FAX)
7 Refer to File Number: K1300517
8 Attorneys for Plaintiff
9 **PERSOLVE, LLC**

ELECTRONICALLY
FILED

*Superior Court of California,
County of San Francisco*

12/11/2015
Clerk of the Court
BY: NADITA MASON
Deputy Clerk

8 **SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF SAN FRANCISCO**

10 **CIVIC CENTER COURTHOUSE**

11 PERSOLVE, LLC, a limited liability company, dba,) CASE NO.: CGC-15-543479
12 ACCOUNT RESOLUTION ASSOCIATES,)
13 Plaintiff,) **DECLARATION RE: COPIES IN**
14 vs.) **LIEU OF ORIGINALS; [PROPOSED]**
15 ANDREW C FRENCH, an individual;) **ORDER THEREON**
16 and DOES 1-100, inclusive,)
17 Defendants.)
18

I, BILLY R. FINLEY, declare as follows:

19 1. I am employed by Plaintiff PERSOLVE, LLC, a limited liability company ("Plaintiff")
20 as custodian of records and authorized signatory, and I am charged with the collection of the
21 obligation sued upon herein. If called upon to testify as a witness, I could and would competently
22 testify as set forth therein.

23 2. In my capacities as custodian of records and authorized signatory, I am familiar with
24 the identity and mode or preparation of Plaintiff's documents. I am familiar with and certify that each
25 of the entries made by Plaintiff upon the account of the Defendant ANDREW C FRENCH, an
26 individual ("Defendant") herein was/were and is made in the regular course of Plaintiff's business at
27 or about the time of the actual transaction, in a business like fashion. Entries are made on Plaintiff's
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records at or about the time a payment or charge is made on the account, by a person with knowledge of said events. It is the business practice of Plaintiff to make and keep careful records of all charges and payments of its accounts and these records are audited regularly to preserve their accuracy. Additionally, I am also personally familiar with the Defendant's account as it appears on Plaintiff's system and could also testify according to my personal knowledge.

3. Although Plaintiff at times receives the original agreements/documents between its Assignor and various account holders/defendants, I have searched my office and have been unable to locate the original Agreement related to the above-captioned matter. Plaintiff is not in possession of the original contract nor does Plaintiff have access to the original agreement.

4. Plaintiff has received copies of account statements and the chain of title from the original creditor at the time of the assignment of the account, which are attached as Exhibit "1" to the Declaration of BILLY R. FINLEY in Support of Default Judgment.

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

Executed on October 29, 2015 at Northridge, California.

Billy R. Finley
BILLY R. FINLEY

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ORDER

The Court finds that the original Agreement is unavailable. After reviewing the papers and pleadings submitted by Plaintiff, the Court finds that the original Agreement in the above-referenced case is unavailable. It is therefore ordered that the copy of the documents attached hereto be received in lieu of the original and treated as though it was the original.

IT IS SO ORDERED.

DATED:

JUDGE OF THE SUPERIOR COURT