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CONSTANCE R. WHITE
COUNTY CLERK
NO: 23-2-05956-1

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6 IN THE SUPERIOR COURT IN AND FOR THE COUNTY OF PIERCE
7 WASHINGTON STATE

8 CESARIA BARCELONA ET.AL.,

Case No.: 23-2-05956-1

9 Plaintiffs,

COMPLAINT

10 vs.

11 MARIA DICKERSON A/KA/ DULCE
12 PINO D/B/A/ CREATIVE LEGAL
13 FUNDING'S IN CA, ET. AL.,

Defendants.

14 COMES NOW Plaintiffs identified below, through their retained counsel
15 Kyle Berti, of The Law Office of Kyle Berti, P.L.L.C., and alleges as follows:

16 I. JURISDICTION

17 This Court has jurisdiction over the Defendants under RCW 4.28.185 because
18 they have engaged in business dealings, transactions, communication, negotiations,
19 and other acts in Washington State.

20 II. PARTIES

21 1. Plaintiff Cesaria Barcelona (Cesaria) is a resident of Pierce County, WA.
22 Cesaria's contribution totals \$14,050.

23 2. Plaintiff Ramil Barcelona (Ramil) is a resident of Pierce County, WA. Rami's
24 contribution totals \$55,000.

1 3. Plaintiff Amiel Barcelona is a resident of Pierce County, WA. Amiel's
2 contribution totals \$15,000

3 4. Plaintiff Adien Barcelona is a resident of Pierce County, WA. Adien's
4 contribution totals \$15,000

5 5. Plaintiff Elizabeth Dowling (Elizabeth) is a resident of Pierce County, WA.
6 Elizabeth's contribution totals \$145,000.

7 6. Plaintiff Christopher Dowling (Christopher) is a resident of Pierce County, WA.
8 Christopher's contribution totals \$50,000.

9 7. Plaintiff Denise Dowling (Denise) is a resident of Pierce County, WA. Denise's
10 contribution totals \$50,000.

11 8. Plaintiff Rosemarie Garlan (Rosemarie) is a resident of Pierce County, WA.
12 Rosemarie's contribution totals \$40,000.

13 9. Plaintiff Teresita Aguilar (Teresita) is a resident of Pierce County, WA.
14 Teresita's contribution totals \$20,000.

15 10. Plaintiffs Doren and David Dorosky (Doren) are residents of Pierce County,
16 WA. Doren's contribution totals \$100,000.

17 11. Plaintiff Pablo Delos Santos (Pablo) is a resident of Pierce County, WA. Pablo's
18 contribution totals \$30,000.

19 12. Plaintiff Eliza Barcelona (Eliza) is a resident of Pierce County, WA. Eliza's
20 contribution totals \$5,000.

21 13. Plaintiff Leonora Lagumbay (Leonora) is a resident of Pierce County, WA.
22 Leonora's contribution totals \$25,000.

1 14. Plaintiff Rhoneil Barcelona (Rhoneil) is a resident of Pierce County, WA.
2 Rhoneil's contribution totals \$45,000.

3 15. Plaintiff Jade Staley (Jade) is a resident of Snohomish County, WA. Jade's
4 contribution totals \$10,000.

5 16. Plaintiff Teresita Aronson (Teresita) is a resident of Skagit County, WA.
6 Teresita's contribution totals \$5,000.

7 17. Plaintiffs Cresencia Dumpa and Jeff Lake (Cresencia) are residents of Pierce
8 County, WA. Cresencia's contribution totals \$92,000.

9 18. Plaintiff Berlin Smith (Berlin) is a resident of Pierce County, WA. Berlin's
10 contribution totals \$10,000.

11 19. Plaintiff Princess Biseno (Princess) is a resident of Pierce County, WA.
12 Princess's contribution totals \$50,000.

13 20. Plaintiff Napoleon Bacasmas (Napoleon) is a resident of Pierce County, WA.
14 Napoleon's contribution totals \$30,000.

15 21. Plaintiff Rosario Suarez (Rosario) is a resident of Pierce County, WA. Rosario's
16 contribution totals \$70,000.

17 22. Plaintiff Ariel Caguioa De Vera (Ariel) is a resident of Pierce County, WA.
18 Ariel's contribution totals \$32,100.

19 23. Plaintiff Rebecca Mezias (Rebecca) is a resident of Pierce County, WA.
20 Rebecca's contribution totals \$10,000.

21 24. Plaintiff Maria Luisa Santiago (Maria) is a resident of Pierce County, WA.
22 Maria's contribution totals \$12,700.

1 25. Plaintiff Angela Ibarra (Angela) is a resident of Pierce County, WA. Angela's
2 contribution totals \$20,000.

3 26. Plaintiff Bernadette Valdez-Brown (Bernadette) is a resident of Pierce County,
4 WA. Bernadette's contribution totals \$16,000.

5 27. Plaintiff Librada Cruz (Librada) is a resident of Pierce County, WA. Librada's
6 contribution totals \$10,000.

7 28. Plaintiff Jenierose Sabano (Jenierose) is a resident of Thurston County, WA.
8 Jenierose's contribution totals \$10,000.

9 29. Plaintiffs Mary Joy, Ronaldo, and Rona Mari Sabado, (Mary Joy et. al.) are
10 residents of Pierce County, WA. Mary Joy et. al.'s, contribution totals \$200,000.

11 30. Plaintiff Silverlyn Lariosa (Silverlyn) is a resident of Pierce County, WA.
12 Silverlyn's contribution totals \$6,500.

13 31. Plaintiff Debbie Walsh (Debbie) is a resident of Pierce County, WA. Debbie's
14 contribution totals \$15,000.

15 32. Plaintiff Hallie Walsh (Hallie) is a resident of Pierce County, WA. Hallie's
16 contribution totals \$10,000.

17 33. Defendant Maria Dickerson a/k/a Dulce Pino (Dulce), a/k/a and d/b/a Creative
18 Legal Funding's in CA, is a resident of Sacramento County, California.

19 34. Defendant "Allen N", based on information and belief is a resident of
20 Sacramento County, California. Allen is an identified c-level executive of Creative but
21 she/he full extent is unknown to the plaintiffs at this time. Based on information and
22 belief Allen N. is believed to be Allen Northrup.

1 35. Defendant “Bill H” based on information and belief is a resident of Sacramento
2 County, California. Bill is an identified c-level executive of Creative but she/he full
3 extent is unknown to the plaintiff at this time. Based on information and belief Bill
4 H. is believed to be William “Bill” Hornbuckle.

6 36. Defendant Creative Legal Funding’s in CA (Creative) is a California
7 Corporation with its principle place of business in Sacramento, California.

8 37. Defendant Eric Munson is a partner and executive of Creative and is believed
9 to be a resident of Sacramento, California.

11 III. FACTS

12 30. Pino formed Creative in California on or around December 17, 2020, by filing
13 articles of incorporation with the California Secretary of State.

15 31. Creative identified and established its principal place of business in California.

16 32. Creative’s registered and legal name is almost identical to another, unrelated
17 finance institution/company, Creative Legal Funding LLC.

18 33. Creative does not have a website but its web results display right after
19 Creative Legal Funding LLC.

21 34. Based on information and belief, Creative on at least one occasion identified
22 its business phone number as the same business phone number used by Creative
23 Legal Funding LLC.

25 35. Based on information and belief, Creative’s assets totaled approximately
26 \$750,000 shortly after incorporation.

1 36. Based on information and belief, Creative's assets totaled approximately
2 \$3,520,000 on or around April 2021.

3 37. Pino approached several Plaintiffs, including Cesaria and Elizabeth, regarding
4 a business and/or investment opportunity.

5 38. Pino explained to Cesaria and Elizabeth that her company, Creative, was in
6 the business of investing in "accident attorneys" and that Creative already had
7 approximately \$3,250,000 in cash assets that were used to finance "accident
8 attorneys."
9

10 39. Pino further explained that contributing and/or investing in Creative came
11 with only upsides in high returns and that the returns were guaranteed.
12

13 40. Pino reiterated the above mentioned claims to all Plaintiffs and added that
14 their money was safe with Creative and there was virtually no risk of loss. Pino
15 explained to Plaintiffs that the Defendant's had immediate access to \$45,000,000
16 should the Defendants need money for any reason.
17

18 41. As a result of Pino's pitch, Plaintiffs contributed substantial sums of money to
19 Pino et. al.
20

21 42. Pino et. al. took proactive steps to market themselves to their community and
22 to the broader and related Filipino community of the business opportunity with
23 guaranteed returns and no losses. This included holding seminars, social gatherings,
24 and social media posts.
25

26 43. Pino et. al., once aware an individual wanted to "learn more" and/or "join,"
27 Defendants would email a PDF, or legal template from a DIY legal website a
28

1 document purporting to be either a “General Partnership Agreement,” “Partnership
2 Agreement,” and/or “General Partnership/Investment Agreement” to the individual.

3
4 44. In this agreement, Pino et. al. identifies Defendant’s assets at the time of
5 incorporation and subsequent increase in assets. In nearly every Plaintiff’s contract
6 these amounts are listed as \$750,000 initial starting “Capital” in April 2020 and one
7 year reached \$3,520,000.

8
9 45. In this agreement, Pino et. al. promised Plaintiffs that if Plaintiffs contributed
10 money to Creative, per their individual agreement, Defendants would allow Plaintiffs
11 to make monthly draws; would pay Plaintiffs monthly amounts; and/or would allow
12 “interest” to roll-over.

13
14 46. Pino et. al. explained to Plaintiffs bank transactions would be handled
15 specifically by Defendants.

16
17 47. Pino et. al. further promised, through the agreements, Plaintiffs are entitled
18 to examine Defendant’s books, records, and documents upon request. Defendants
19 have refused to allow Plaintiffs examine Defendant’s books, records, and/or
20 documents.

21
22 48. Pino et. al., further promised to return Plaintiff’s money in whole, within 30
23 days of written request. Pino et. al. has acknowledged receipt of Plaintiff’s request
24 and has expressly refused to return Plaintiff’s monies.

25
26 49. From middle to late 2021, to now, Pino et. al. continues to obtain
27 partners/investors across Washington State, other states in America, as well as
28 foreign countries.

1 50. Pino et. al., advertises herself on social media taking lavish international trips,
2 taking trips to Las Vegas including staying at penthouse and presidential suites, and
3 buying expensive merchandise. In these posts Pino et. al. gives credit, highlights,
4 and/or promotes Creative as being successful; is the reason for her success.
5

6 51. Pino continuously shared on her social media accounts buying expensive
7 vehicles well in excess of \$100,000.
8

9 52. Pino recently purchased a California home/property without financing in
10 excess of \$1,000,000 cash.

11 53. Pino shared on her social media that she, through Creative, was in the process
12 of establishing a bank in Arizona. Pino told Plaintiffs, verbally, the bank would be
13 open in February 2023.
14

15 54. Pino et. al., using her social media promotes herself as a successful
16 businessperson and that Creative is a successful company as evidence others can rely
17 on.
18

19 55. From middle to late 2021, to now, Pino et. al. continuously accepted monies
20 from Plaintiffs including currently bringing on new partners/investors.

21 56. Beginning in or around September 2022, Pino et. al. informed several
22 partners/investors they could not receive either their monthly payments and/or
23 return their money, as per the Agreement, because the money was being investigated
24 for money laundering.
25
26
27
28

1 57. Pino personally provided monies, from her personal accounts, prior to the
2 financial difficulty and then continued to provide limited funds to several Plaintiffs
3 in response to Creative's "frozen" accounts.
4

5 58. Plaintiffs, and others, continued to ask Pino et. al. questions regarding the
6 apparent money issues. Pino told these Plaintiffs, and others, to speak with the legal
7 department and/or her personal attorney. Based on information and belief, none of
8 the Defendants were represented by licensed attorneys.
9

10 59. Upon more questioning by Plaintiffs and others, Pino et. al. held monthly zoom
11 meetings, established group emails, group text messages, or other forms of
12 communication to keep Plaintiffs apprised of the status of their monies.
13

14 60. Pino et. al., on many occasions explained to Plaintiffs that the "legal
15 department" froze the Defendant's bank accounts which included the Plaintiffs'
16 monies.
17

18 61. From September 2022 to around February 2023, Pino et. al. failed to meet
19 their contractual obligations.
20

21 62. Pino et. al., continuously told Plaintiff's and others, Defendants could not meet
22 its contractual obligations and/or was being prevented from meetings its contractual
23 obligations by a legal department.
24

25 63. Plaintiffs formed resource groups for themselves and other investors.
26

27 64. Pino et. al., on several occasions told Plaintiffs their money had been returned
28 and that the Plaintiffs should contact the bank to find it. As evidence, Pino et. al.

1 provided bank receipts and wire transfer confirmations. Plaintiffs confirmed with
2 their bank no money had been transferred.

3
4 65. After exhausting the excuse “transfers had already taken place,” Pino et. al.
5 explained to Plaintiffs’ their money would be returned “next week.” Since
6 approximately January 2023, “next week” has never come.

7 66. Plaintiffs expressed an interest and desire to pursue the assistance of a lawyer.

8
9 67. Pino et. al. told Plaintiffs, and others, that if they hired an attorney
10 Defendant’s would expressly withhold Plaintiff’s money.

11 68. Pino et. al., despite Plaintiff’s request for the return of their money, has
12 expressly and explicitly refused to return Plaintiffs’ money.

13
14 69. Pino et. al., has continuously mocked and joked about the Plaintiffs’ financial
15 situations while at the same time bragging about her financial success.

16 70. Pino et. al., has continued to solicit and receive money from other individuals
17 under the same or similar circumstances as the Plaintiffs.

18
19 71. Pino et. al., told Plaintiffs and others that Defendants were investigated by the
20 “FBI” and other law enforcement and those government agencies completely and
21 expressly cleared her of any wrongdoing and there was no illegal activity.

22 **IV. FIRST CAUSE OF ACTION—FRAUD**

23
24 72. Plaintiffs incorporate by reference the allegations contained in the proceeding
25 paragraphs of this Complaint and assert herein.

26 73. Pino et. al., represented that she, through Creative, operated a business and/or
27 investment company that possessed at least \$3,250,000 USD.

1 74. Pino et. al., represented Defendants were financially successful, the business
2 model was legal, was lucrative, would provide guaranteed returns, and there were no
3 losses.
4

5 75. Pino et. al., represented Plaintiff's money would finance "accident attorneys."

6 76. Pino et. al., statements were material.

7 77. Pino et. al., knew Defendant's statements to Plaintiffs were false.

8 78. Pino et. al., intended these statements to be acted upon by Plaintiffs.

9 79. Plaintiffs were ignorant to the falsity of Pino et. al.'s, statements.
10

11 80. Plaintiffs relied on Pino et. al.'s, false statements in contributing monies to
12 Pino et. al.

13 81. Plaintiffs had a right to rely on Pino et. al., statements.

14 82. As a result of Pino et. al.'s fraud, Plaintiffs suffered damage including but not
15 limited to the money they contributed as well as damages to be determined at trial.
16

17 **V. SECOND CAUSE OF ACTION—NEGILIGENT**
18 **MISREPRESENTATION**

19 83. Plaintiffs incorporate by reference the allegations contained in the proceeding
20 paragraphs of this Complaint and assert them herein.
21

22 84. Pino et. al., made false statements regarding, but not limited to, the financial
23 health of Defendants; the legality of Defendants operations and status; how the
24 Plaintiff's money would be "invested" and/or utilized; whether the Plaintiff's money
25 was being audited; and/or the Plaintiff's money was being held by the "legal
26 department," among other false statements.
27

1 85. Pino et. al., made these, and other, false statements to induce Plaintiff to
2 contribute monies to Pino et. al., in the form of a type of business transaction.

3
4 86. Plaintiffs relied on Pino et. al., false statements in their evaluation of whether
5 to enter into a contract with Pino et. al., and/or contribute money to Pino et. al.

6 87. Plaintiffs relied on and were induced by Pino et. al.'s statement into actually
7 giving money to Pino et. al.

8
9 88. Pino et. al.'s negligent representations were the direct and proximate cause of
10 Plaintiff's damages.

11 **VI. THIRD CAUSE OF ACTION—CONVERSION**

12 89. Plaintiffs incorporate by reference the allegations contained in the proceeding
13 paragraphs of this Complaint and assert herein.

14
15 90. Monies are chattel.

16 91. Pino et. al., assumed control over Plaintiff's money per the Agreement for a
17 limited purpose.

18
19 92. Pino et. al., and Plaintiffs (individually) entered into an Agreement whereby
20 Pino et. al., would return Plaintiff's money within 30 days of written notice requesting
21 the return of the money.

22 93. Plaintiffs have sufficiently and properly requested their money back from Pino
23 et. al.

24
25 94. Pino et. al., acknowledged the requests and explicitly and expressly refuses to
26 return Plaintiff's money.

27 95. There is no lawful justification to withhold Plaintiff's money.
28

1 96. Pino et. al., guaranteed to return Plaintiff's money within 30 days upon request.
2 Plaintiffs have requested their money back and more than 30 days has passed.

3 97. Pino et. al., by refusing to return Plaintiff's monies is depriving Plaintiffs the
4 possession of their monies.
5

6 **VII. FOURTH CAUSE OF ACTION—BREACH OF FIDUCIARY**
7 **DUTY**

8 98. Plaintiffs incorporate by reference the allegations contained in the proceeding
9 paragraphs of this Complaint and assert herein.

10 99. Pino et. al., has a fiduciary duty to Plaintiff which gave rise to a duty of care
11 on the part of Pino et. al. to the Plaintiffs
12

13 100. Pino et. al., as the fiduciaries, acted or failed to act thereby breaching
14 the standard of care.

15 101. As a result of, and but for, Pino et. al.'s breach, the Plaintiffs suffered
16 damages.
17

18 **VIII. FIFTH CAUSE OF ACTION—VIOLATION OF THE**
19 **CONSUMER PROTECTION ACT**

20 102. Plaintiffs incorporate by reference the allegations contained in the
21 proceeding paragraphs of this Complaint.

22 103. RCW 19.86.020 prohibits "unfair methods of competition" and "unfair"
23 or "deceptive" acts or practices in trade or commerce.
24

25 104. Pino et. al., is an entity under the Consumer Protection Act and is/has
26 done business in Washington State sufficient under the Consumer Protection Act.
27

1 105. Pino et. al., engaged and continues to engage in “trade” or “commerce”
2 within the meaning of the Consumer Protection Act, RCW 19.86.010, .020 including
3 but not limited to:

- 4 a. falsely and/or deceptively telling Plaintiffs that Defendant’s business is legal,
5 successful, and has assets without valid basis.
- 6 b. falsely and/or deceptively telling Plaintiffs that the Defendants have access
7 to emergency funds of \$45,000,000.
- 8 c. falsely and/or deceptively telling Plaintiffs that the Defendant’s finance
9 accident attorney and there was no chance of loss.
- 10 d. falsely and/or deceptively telling Plaintiffs that their money could be
11 returned in whole within 30 days.
- 12 e. misrepresenting Defendant’s current level of assets.
- 13 f. misrepresenting Defendant’s business operations.
- 14 g. entering into agreements with Plaintiff with no intention or capability of
15 honoring agreements.

16 106. Pino et. al. false and/or deceptive conduct was in the course of business
17 under the Consumer Protection Act.

18 107. Pino et. al. targeted individuals of certain communities including minors,
19 retirees, and Veterans.

20 108. Pino et. al., direct and proximate false and/or deceptive conduct caused
21 Plaintiffs to lose their money.

1 **IX. SIXTH CAUSE OF ACTION—BREACH OF CONTRACT**

2 109. Plaintiffs incorporate by reference the allegations contained in the
3 proceeding paragraphs of this Complaint and assert herein.
4

5 110. The Plaintiffs and Pino et. al. entered into an apparent valid contract.

6 111. The Plaintiff performed their obligations under the contract by
7 providing/delivering monies to Pino et. al.
8

9 112. Pino et. al. breached the contract refusing to return Plaintiff's money.

10 113. As a result of Pino et. al.'s direct and proximate breach of the agreement,
11 the Defendant's lost Plaintiff's money.
12

13 **X. SEVENTH CAUSE OF ACTION—UNJUST ENRICHMENT**

14 114. Plaintiffs incorporate by reference the allegations contained in the
15 proceeding paragraphs of this Complaint and assert herein.
16

17 115. Pino et. al. received a benefit from Plaintiff as per the Agreement in the
18 form of money.

19 116. The Plaintiffs' money was provided to Pino et. al. for a limited purpose.

20 117. Pino et. al., without authority, used Plaintiff's money to improperly
21 increase Defendant's personal and/or other business assets and in doing so the
22 Defendants were aware this increase was improper and at the Plaintiff's expense.
23

24 118. Pino et. al., used the benefit given by Plaintiff's to unjustly enrich
25 themselves both in business and personally.
26
27
28

1 **XI. EIGHTH CAUSE OF ACTION—FRAUDULENT TRANSFER**

2 119. Plaintiffs incorporate by reference the allegations contained in the
3 proceeding paragraphs of this Complaint and assert herein.
4

5 120. Pino et. al., in possession of property and Plaintiff's property,
6 transferred Defendants' property to herself and others.

7 121. Pino et. al. were aware or actual or possible creditors.

8 122. Pino et. al.'s fraudulently transferred Defendant's property with intent
9 to hinder, delay, or defraud any creditor or debtor, including Plaintiffs.
10

11 123. Pino et. al. did not receive any reasonable equivalent value in exchange
12 for the transfer of property or obligation.

13 124. Pino et. al., actually transferred property including Plaintiff's property
14 to themselves and/or others.
15

16 **XII. NINTH CAUSE OF ACTION—VEIL PIERCING/ALTER EGO**

17 125. Plaintiffs incorporate by reference the allegations contained in the
18 proceeding paragraphs of this Complaint and assert herein.
19

20 126. Pino et. al., regularly disregarded the corporate form of Creative and
21 treated the entities as one and the same organization.

22 127. Pino et. al. caused Creative's assets to be transferred to other entities,
23 without consideration, and/or without authorization and has left Creative devoid of
24 assets in order to avoid potential liability.
25

26 128. Pino et. al., used the business's assets to pay for Defendant's personal
27 debts and expenses, and/or otherwise use the business's assets as their own.
28

1 129. Pino et. al. used the corporate form to evade duties owed to the business
2 and the duties Defendant's ow to their creditors including Plaintiffs.

3 130. Pino et. al. are all each personally and severally liable for Defendant's
4 debts including debts owed to Plaintiffs.
5

6 **XIII. TENTH CAUSE OF ACTION—VIOLATION OF THE**
7 **CONSUMER PROTECTION ACT**

8 131. Plaintiffs incorporate by reference the allegations contained in the
9 proceeding paragraphs of this Complaint.

10 132. Pino et. al., is a person engaged and continue to engage in "trade", and/or
11 "commerce" as defined in RCW 19.86.010(1) and (2).
12

13 133. Pino et. al., engaged in unfair and/or deceptive acts and practices in
14 trade and/or commerce in violation of RCW 19.86.020, including, without limitation,
15 the following:
16

- 17 a. Falsely representing the Defendant's business as a viable,
18 legitimate, business that would fund "accident attorneys."
- 19 b. Representing, directly or indirectly, Pino et. al. is a successful
20 business person with experience handling other people's monies.
- 21 c. Representing Pino et. al. was intending to invest in "accident
22 attorneys" and/or that Defendant's actually invested in "accident
23 attorneys."
24
- 25 d. Misrepresenting Plaintiffs could/would receive monthly payments.
26
- 27 e. Misrepresenting Plaintiffs could/would receive their monies upon 30
28 days request.

1 f. Misrepresenting that Pino et. al. would only use Plaintiff's monies
2 for the investing in "accident attorneys."
3

4 **XIV. PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for relief and judgment as follows:

- 6 A. Awarding Plaintiffs an order returning the monies they individually
7 contributed to Pino et. al.
8
9 B. Awarding Plaintiffs damages in an amount to be proven at trial.
10
11 C. Awarding Plaintiffs the amount of capital contribution to Defendants.
12
13 D. Awarding Plaintiffs their reasonable costs and expenses incurred in this action,
14 including Plaintiffs' attorneys' fees and any expert fees.
15
16 E. Awarding treble damages to Plaintiffs for Defendant's violation of the
17 Consumer Protection Act.
18
19 F. Granting such other and further relief as this Court may deem just and proper.

20 Dated this 5th day of April, 2023.

21 

22 Kyle Berti
23 WSBA 57155
24 The Law Office of Kyle Berti, P.L.L.C.
25 PO Box 11
26 Olalla, WA 98359
27
28

1 **CERTIFICATE OF SERVICE**

2
3 I, Kyle Berti, hereby certify that on April 5, 2023, I caused the
4 foregoing document, to be served upon the Defendants and counsel of record in the
5 manner described below.

6
7 ***Counsel for Defendant Maria***
8 ***Dickerson/Dulce Pino***
9 Josiah Young, PC
The Law Office of Josiah Young,
PC

10 1029 H St Suite 401
11 Sacramento, CA 95814
916-706-0136

12 ***Defendants***

13 Maria Dickerson a/k/a Dulce
14 Pino a/k/a Maria Pino
6212 N Point Way
15 Sacramento, CA 95831

16
17
18 Creative Legal Funding's in CA
19 6212 N Point Way
20 Sacramento, CA 95831

21
22
23 Eric Munson
24 6212 N Point Way
25 Sacramento, CA 95831

X U.S. Mail
 Hand Delivery
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Eric Munson
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Allen Northup
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U.S. Mail
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 Overnight
 E-mail

William "Bill" Hornbuckle
6212 N Point Way
Sacramento, CA 95831

U.S. Mail
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 Facsimile
 Overnight
 E-mail

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

1 DATED April 5, 2023.

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3 

4
5 By: _____ Kyle Berti, WSBA No.
6 57155

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