

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
IN AND FOR THE FOURTH APPELLATE DISTRICT,
DIVISION TWO

JEREMIAH SMITH, individually
and on behalf of all others similarly
situated,

Plaintiff and Appellant,

v.

LOANME, INC.,

Defendant and Respondent.

No. E069752

RESPONDENT'S BRIEF

Riverside County Superior Court No. RIC1612501
Hon. Sharon J. Waters

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CERTIFICATE OF INTERESTED ENTITIES OR PERSONS

(Cal. R. Ct. 8.208)

The following entities or persons have either (1) an ownership interest of 10 percent or more in Respondent LoanMe, Inc. (Cal. R. Ct. 8.208(e)(1)), or (2) a financial or other interest in the outcome of the proceeding that the justices should consider in determining whether to disqualify themselves (Cal. R. Ct. 8.208(e)(2)):

Bliksum, LLC, the owner of LoanMe, Inc.; and Roxane Meeks, Louis Ochoa, and Jonathan Williams, the members of Bliksum, LLC.

DATED: November 30, 2018

Respectfully submitted,

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LOANME, INC.,

Defendant and Respondent.

No. E069752

RESPONDENT’S BRIEF

INTRODUCTION

Respondent LoanMe, Inc. is a lender. Appellant Jeremiah Smith's wife obtained a loan from LoanMe. In October 2015, LoanMe placed a call to Appellant's wife, at a telephone number she provided to LoanMe, to discuss her loan. Appellant answered the call and informed LoanMe that his wife was not home, after which the call ended. The call lasted approximately 18 seconds.

LoanMe recorded its 18-second telephone call with Appellant. Approximately three seconds into the call, LoanMe caused a “beep tone” to sound, as it does on outbound calls at regular intervals every

15 seconds. LoanMe did not orally advise Appellant that the call was being recorded.

California Penal Code Section 632.7 prohibits a person from recording a telephone call under certain circumstances unless all parties to the call consent to the recording. Appellant contends that LoanMe's recording of their 18-second telephone call violated Penal Code Section 632.7 because LoanMe did not obtain his consent to record the call in that (a) he did not expressly consent to the recording, and (b) LoanMe did not orally advise him that the call was being recorded.

In entering judgment in favor of LoanMe after an agreed-on bifurcated trial, the trial court ruled that, under California law, the use of beep tones provides adequate notice that a call is being recorded and that, by continuing to participate in a call where beep tones are being used, a caller consents to the recording under Penal Code Section 632.7.

This Court should affirm the trial court's ruling because, for purposes of consent under Penal Code Section 632.7, a party to a telephone call consents to the call being recorded when he stays on the line after the other party causes a beep tone (or series of beep tones) to sound. This conclusion is supported by the Penal Code, California regulatory authority, and case law on the subject. Appellant provides no valid basis to dispute this conclusion.

STATEMENT OF FACTS

The parties stipulated to the following facts for purposes of the bench trial held in this case. (Clerk's Transcript on Appeal (“CT”) pp. 72-74.)

LoanMe is a lender that offers personal and small business loans to qualified customers. (CT p. 73 (¶ 1).) Appellant's wife is the borrower on a loan made to her by LoanMe. (CT p. 73 (¶ 2).)

In October 2015, LoanMe called the telephone number provided to it by Appellant's wife to discuss her loan. (CT p. 73 (¶ 3).) Appellant answered the phone and informed LoanMe that his wife was not home, after which the call ended. (CT p. 73 (¶ 3).) The call lasted approximately 18 seconds. (CT p. 73 (¶ 3).) LoanMe conditionally accepts as true that its call to Appellant's wife was placed to a cordless telephone. (CT p. 73 (¶ 5).)

LoanMe recorded its 18-second call with Appellant. (CT p. 73 (¶ 4).) LoanMe did not orally advise Appellant that the call was being recorded, and Appellant did not sign any contract with LoanMe granting consent to record calls with him. (CT p. 73 (¶ 9).) However, approximately 3 seconds into the call, LoanMe caused a “beep tone” to sound. (CT p. 73 (¶ 6).) A “beep tone” is played on outbound calls by LoanMe at regular intervals every 15 seconds. (CT p. 73 (¶ 8).)

STATEMENT OF THE CASE

On September 26, 2016, Appellant filed a class action complaint against LoanMe, alleging violations of Penal Code § 632.7 on behalf of himself and a putative class. (CT pp. 1-14.) On December 9, 2016, LoanMe filed its First Amended Answer. (CT pp. 15-25.)

On July 13, 2017, the trial court entered an order on the parties' stipulation, agreeing to conduct a bifurcated bench trial on the issue of whether the use of beep tones by LoanMe disposed of the case. (CT pp. 26-29.) The parties filed pretrial briefs and a joint statement of

stipulated facts. (CT pp. 30-90; Supplemental Clerk's Transcript on Appeal pp. 1-11.)

For purposes of the bifurcated trial, LoanMe contended that causing beep tones to sound at regular intervals during a phone call puts people on notice that the call is being recorded, and that people who continue the conversation after a beep tone (or series of tones) has played have consented to the call being recorded as a matter of law. (CT p. 73 (¶ 10).) Accordingly, LoanMe contended that Appellant consented to his 18-second call with LoanMe being recorded because he continued the conversation after the beep tone played at the beginning of the call. (CT p. 73 (¶ 10).)

For purposes of the bifurcated trial, Appellant alleged that LoanMe's recording of the phone call violated Penal Code Section 632.7, because the use of beep tones, in the manner beep tones were used by LoanMe as demonstrated during the recorded phone call at issue, without more, is insufficient notice that the call is being recorded. (CT pp. 73-74 (¶ 11).)

On October 13, 2017, the trial court conducted the bifurcated trial. (Reporter's Transcript on Appeal ("RT") pp. 1-19.) During the trial, the parties introduced a copy of the 18-second recorded call. (CT p. 91; RT p. 3.) At the end of the bifurcated trial, the trial court found in favor of LoanMe, explaining that "the beep tone is something expressly authorized by the Public Utilities Commission order is adequate notice that a call is being recorded, such that continued communication by [Appellant] was consent," and concluding that therefore that Appellant had not established a violation of the Penal Code. (RT p. 17.) The trial court ordered that judgment be entered in

favor of LoanMe. (RT p. 18.) On November 21, 2017, the trial court entered judgment against Appellant. (CT pp. 92-104.) Appellant appeals the trial court's ruling.

LEGAL DISCUSSION

I. California's Invasion of Privacy Act Prohibits the Recording of Telephone Calls Under Certain Circumstances.

California's Invasion of Privacy Act ("CIPA") was enacted in 1967. Cal. Penal Code §§ 630, et seq. In enacting CIPA, the California legislature noted that "advances in science and technology have led to the development of new devices and techniques for the purpose of eavesdropping upon private communications" and that "the invasion of privacy resulting from the continual and increasing use of such devices and techniques has created a serious threat to the free exercise of personal liberties" Cal. Penal Code § 630. The Legislature explained that CIPA was intended "to protect the right of privacy of the people of this state." *Id.*

Under Penal Code Section 632 – one of the original CIPA sections – "[a] person who, intentionally and *without the consent of all parties to a confidential communication*, uses an electronic amplifying or recording device to eavesdrop upon or record the confidential communication" has committed a crime. Cal. Penal Code § 632(a) (emphasis added). In 1992, the Legislature added Penal Code Section 632.7 – the statute at issue in this appeal – to CIPA. Cal. Pen. Code § 632.7.

Penal Code Section 632.7 provides in relevant part as follows:

Every person who, ***without the consent of all parties to a communication***, intercepts or receives and intentionally records, or assists in the interception or reception and intentional recordation of, a communication transmitted between two cellular radio telephones, a cellular radio telephone and a landline telephone, two cordless telephones, a cordless telephone and a landline telephone, or a cordless telephone and a cellular radio telephone, shall be punished by a fine not exceeding two thousand five hundred dollars (\$2,500), or by imprisonment in a county jail not exceeding one year, or in the state prison, or by both that fine and imprisonment.

Cal. Pen. Code § 632.7(a) (emphasis added). An action can be brought against a person who violates Penal Code Section 632.7 for the greater of \$5,000 per violation or three times the amount of actual damages, if any, sustained by the plaintiff. Cal. Penal Code § 637.2(a).

II. Consent is a Complete Defense to Liability Under Penal Code Section 632.7; Consent Can Be Express or Implied.

“[C]onsent is a complete defense to a Section 632.7 claim.”

Maghen v. Quicken Loans Inc., 94 F. Supp. 3d 1141, 1145 (C.D. Cal. 2015), *aff'd in part, dismissed in part*, 680 F. Appx. 554 (9th Cir. 2017). Consent may be express or implied. *NEI Contracting & Eng'g, Inc. v. Hanson Aggregates Pac. Southwest, Inc.*, 2016 WL 4886933, at *3 (S.D. Cal. Sept. 15, 2016); *Horowitz v. GC Servs. Ltd. P'ship*, 2016 WL 7188238, at *15 (S.D. Cal. Dec. 12, 2016).

Courts have found that a plaintiff gives express consent for call recording when, for example, he agrees in writing that his telephone calls with a company's employees may be recorded. *E.g.*, *Maghen*, 94 F. Supp. 3d at 1143, 1145-46 (the plaintiff agreed to the defendant-lender's written terms of use, which allowed for call recording, when he applied for a loan); *White v. FIA Card Servs., Inc.*, 2013 WL

756292, at *6 (S.D. Cal. Feb. 26, 2013) (involving Penal Code Section 632).

Courts have found that a plaintiff gives implied consent for call recording when he is provided with notice at the outset of the conversation that the call is being recorded and stays on the line. *E.g.*, *NEI*, 2016 WL 4886933, at *3 (explaining that, “[i]n the typical implied in fact consent scenario, a party is informed that his call will be recorded, and he continues to use the communication system after receiving notice the [call is being recorded].”) (citation omitted); *Horowitz*, 2016 WL 7188238, at *15 (same); *see also Kearney v. Salomon Smith Barney, Inc.*, 39 Cal. 4th 95, 118 (2006) (“If, after being [advised about call recording], another party does not wish to participate in the conversation, he or she simply may decline to continue the communication.”).

Indeed, as the California Supreme Court concluded in a case involving Penal Code Section 632 (which, as shown above, has consent language nearly identical to Penal Code Section 632.7), “[a] business that *adequately advises* all parties to a telephone call, at the outset of the conversation, of its intent to record the call would not violate [Section 632].” *Kearney*, 39 Cal. 4th at 118 (emphasis added).

III. According to All Relevant Authority, Beep Tones Provide Sufficient Notice that a Telephone Call is Being Recorded.

For purposes of implied consent under Penal Code Section 632.7, courts have found that sufficient notice of call recording may be given by (1) a verbal advisement (e.g., “all of our calls are recorded for quality assurance”), or (2) the use of beep tones. *See Maghen*, 94

F. Supp. 3d at 1143, 1146 (defendant provided a verbal advisement); *NEI*, 2016 WL 4886933, at *3-4 (defendant caused beep tones to sound).

Here, Appellant concedes that implied consent for call recording can be obtained by notifying a party about the call recording and giving “them a chance to cease the call.” (Appellant's Opening Brief (“AOB”) p. 4.) However, Appellant contends that “[b]eep tones do not provide the context to let a party know they are being recorded and make that decision.” (AOB p. 4.) Stated differently, Appellant claims that “beep tones do not provide adequate notice because [they do] not provide an explicit advisement that the call is being recorded” (AOB p. 10.) Appellant is wrong.

Years before CIPA was enacted, the California Public Utilities Commission (“CPUC”) addressed the issue of telephone call monitoring and recording by businesses. The CPUC, which has broad authority to issue regulations governing the telecommunications industry (*see, e.g.*, Cal. Pub. Util. Code § 701), has been “directed by the California legislature to play a part in ensuring privacy rights” for telephone communications. *Air Transp. Assoc. of Am. v. Public Utils. Comm'n of Cal.*, 833 F.2d 200, 205 (9th Cir. 1987) (citing Cal. Pub. Util. Code §§ 7905-7906).

In 1961, the CPUC issued General Order 107, which dealt with telephone call privacy issues as they related to conduct by telephone companies. *Re Monitoring of Telephone Conversations*, 11 CPUC 2d 692, 1983 WL 908950, at p. 1 (Cal. Pub. Util. Comm'n June 1,

1983).¹ In 1964, the CPUC commenced an investigation because it learned that telephone companies were offering their subscribers call monitoring and recording equipment – which was under the control of the subscribers and not the telephone companies – for the purpose of training and observing employees in their duties. *In re PT&T Co.*, 83 CPUC 149, 1977 WL 42994 at *3 (Cal. Pub. Util. Comm'n Dec. 13, 1977). The CPUC found that “subscribers were unable to insure, and were unwilling to attempt to insure, that monitoring equipment would not be used for purposes other than those allowed by the authorized conditions of service.” *Id.* In a 1965 order, the CPUC required that any monitoring equipment furnished to subscribers be equipped with an automatic toning device. *Id.*

In 1966, the CPUC reopened its investigation and, in 1967, issued an order prohibiting call monitoring or recording without notice. *Id.* One of the prescribed methods of giving notice was providing a beep tone. *Id.* at *3-6.

Recognizing the privacy protections provided by the CPUC related to call monitoring and recording, the Legislature excluded from Penal Code Sections 631 and 632 “[t]he use of any instrument, equipment, facility, or service furnished and used pursuant to the tariffs of the public utility.” Cal. Penal Code §§ 631(b)(2), 632(e)(2).

In July 1983, almost ten years before Penal Code Section 632.7 was enacted, , the CPUC noted that its “present orders dealing with telephone privacy did not anticipate legal and other changes which would result in a competitive market in telecommunications terminal

¹ This Opinion and Order also can be found at CT pp. 42-60.

equipment rather than monopoly control by telephone utilities.” *Re Monitoring of Telephone Conversations*, 11 CPUC 2d 692, 1983 WL 908950, at p. 1 (Cal. Pub. Util. Comm'n June 1, 1983).² Telephone companies were no longer the only source of monitoring or recording equipment. This caused an enforcement issue for the CPUC. *Id.* at p. 2.

The CPUC therefore decided to augment General Order 107 by issuing General Order 107-B, which was titled “Rules and Regulations Concerning the Privacy of Telephone Communications.” *Id.*, Appx. A. In the opinion preceding General Order 107-B, the CPUC explained that the order was “intended to accomplish two purposes: (1) assuring privacy on the same basis as it existed before the widespread use of independently-furnished terminal (in this case, primarily PBX) equipment; (2) including in the [General Order] a concise and easy-to-read restatement of our privacy orders originally published in our 1965 and 1967 decisions on the subject.” *Id.* at p. 4.

With respect to recording telephone calls, General Order 107-B provides that such recording “shall not be conducted except pursuant to this General Order.” *Id.*, Appx. A, § II(A). General Order 107-B prohibits the recording of telephone calls unless (1) “all the parties to the communication give their prior express consent to the . . . recording,” or (2) “notice that such . . . recording is taking place is

² The new “competitive market” that the CPUC referred to was a 1982 consent decree between AT&T and the United States Department of Justice through which AT&T, among other things, relinquished its hold on what up until then was a monopoly over local telephone carrier services. *See United States v. American Tel. & Tel. Co.*, 552 F. Supp. 131, 137 (D.D.C. 1982).

given to the parties to the conversation by one of the methods required in this order.” *Id.*, Appx. A, § II(A)(4).

Under General Order 107-B, one of the ways that notice of call recording can be given is “[b]y an automatic tone warning device which shall automatically produce the distinct tone warning signal known as a 'beep tone' which is audible to all parties to a communication and which is repeated at regular intervals during the course of the communication whenever the communication is being recorded.” *Id.*, Appx. A, § II(A)(5)(a). The beep tone must meet certain technical requirements concerning length and pitch of the tone, and repeat every 12-to-18 seconds if the call lasts that long. *Id.*, Appx. A, § II(A)(7).

General Order 107-B mandates that “[e]ach California public utility telephone corporation which offers monitoring or recording equipment to its customers shall file and maintain on file, with this Commission a tariff setting forth the requirements and restrictions for the use of this equipment.” *Id.*, Appx. A, § II(A)(8). In addition, “[i]n order to assure the same degree of privacy for telephone conversations conducted over the California lines of telephone utilities interconnected with terminal equipment provided by customers of telephone utilities,” General Order 107-B further mandates that “each telephone utility shall file, and maintain on file, with this Commission a tariff which provides as conditions of use of the telephone network: . . . That these customers shall provide notice of the monitoring or recording by use of one of the methods authorized for equipment provided by the telephone utility.” *Id.*, Appx. A, § II(B)(2).

As it had done previously with Penal Code Sections 631 and 632, the Legislature, recognizing the privacy protections provided by the CPUC related to call monitoring and recording, excluded from Penal Code Section 632.7 “[t]he use of any instrument, equipment, facility, or service furnished and used pursuant to the tariffs of the public utility.” Cal. Penal Code § 632.7(b)(2).

As detailed above, General Order 107-B unequivocally demonstrates that the use of beep tones places a caller on notice that his telephone call is being recorded. In addition, Penal Code Section 632.7 and other CIPA sections acknowledge that the CPUC has enacted sufficient privacy protections for the recording of telephone calls as shown through the public utility tariff exclusions in those statutes.

Another section of CIPA further supports LoanMe's position. Penal Code Section 633.1 states that, when recording a telephone call, using “a series of electronic tones” places “*the caller on notice that his or her telephone call is being recorded.*” Cal. Penal Code § 633.1(a) (emphasis added). This statement could not be clearer that the use of beep tones places a caller on notice that his telephone call is being recorded.

Case law further supports the conclusion that beep tones are sufficient to place a caller on notice that his telephone call is being recorded. In *NEI*, 2016 WL 4886933, the only reported decision addressing beep tones in the context of Penal Code Section 632.7 of which LoanMe is aware, the plaintiff – just as Appellant does here – alleged that the defendant “unlawfully recorded and intercepted cellular telephone communications pursuant to California Penal Code

Section 632.7” *Id.* at *1. After a bench trial, the court ruled in favor of the defendant, based in part on a finding that beep tones are sufficient to put callers on notice of call recording as a matter of law:

Prior to July 15, 2009, [Defendant] used a Voice Print International ('VPI') phone system. While the VPI system was in place, [Defendant] used 'beep tone generators' on all of its telephones that received calls to the dispatch lines. ***The beep tone generators qualified as notice of recording.***

. . .

Before July 2009, the beep tone generator in the VPI system gave [Plaintiff] notice that [Defendant] was recording its telephone calls. Despite this notice, [Plaintiff] continued to place orders with [Defendant]. Therefore, prior to July 2009, ***[Plaintiff] consented to having its telephone calls recorded.***

Id. at *2, *4 (emphasis added).

According to all relevant authority, as shown above, beep tones provide sufficient notice that a telephone call is being recorded.

IV. By Staying on the Line with LoanMe after Hearing a Beep Tone, Appellant Consented to the Recording of His Telephone Call.

As shown above, the Penal Code, California regulatory authority, and case law demonstrate conclusively that the use of beep tones is sufficient to put a caller on notice that his telephone call is being recorded and that the right to privacy is not infringed when a caller chooses to stay on the line after beep tones are played.

These principles are fatal to Appellant's theory of liability because there is no dispute that (1) LoanMe caused a beep tone to sound at the outset of the 18-second call at issue, and (2) Appellant continued the conversation after the beep tone sounded. (CT p. 73.) By staying on the line after the beep tone sounded, Appellant

consented to his 18-second telephone call being recorded as a matter of law. *See NEI*, 2016 WL 4886933, at *4; *see also Kearney*, 39 Cal. 4th at 118. Thus, LoanMe has no liability under Penal Code Section 632.7. Accordingly, the Court should affirm the trial court's ruling.

V. Appellant Has Not Cited Any Authority that Supports His Position, and His Arguments Fail.

Appellant has not cited to any authority that supports his position that beep tones do not provide sufficient notice of call recording. Appellant concedes that General Order 107-B “is itself valid and binding on users of the public phone networks in California” and that LoanMe complied with General Order 107-B by using beep tones on its 18-second call with Appellant. (AOB pp. 7-8, 11.) However, Appellant contends that General Order 107-B is not binding on the Court's interpretation of “consent” under Penal Code Section 637.2. (AOB pp. 4-16.) Appellant also claims that General Order 107-B established “notice” as an alternative to consent under the order, such that the order is not even persuasive with respect to the issue of consent in this case. (AOB pp. 12-13.)

As explained above, LoanMe's position is more straightforward than Appellant suggests. LoanMe agrees that General Order 107-B – by itself – is not dispositive of the issue of consent in this case. General Order 107-B, however, is compelling authority that, under California law, beep tones provide sufficient notice to a person that his telephone call is being recorded.

With respect to Appellant's General Order 107-B's “notice-as-an-alternative-to-consent” theory, Appellant is wrong again. General Order 107-B acknowledges express and implied consent as means by

which call recording is permissible. Specifically, the order states that call recording is permissible when either “prior express consent” has been obtained (notably, Penal Code Section 637.2 does not use the term “express consent”) or “notice that such . . . recording is taking place is given to the parties to the conversation by one of the methods required in this order,” which includes the use of beep tones. *Re Monitoring of Telephone Conversations*, 11 CPUC 2d 692, 1983 WL 908950, at Appx. A, § II(A)(4) (Cal. Pub. Util. Comm'n June 1, 1983). This is no different from how consent has been interpreted under Penal Code Section 632.7 – there is express consent and implied consent, and implied consent may be obtained by providing notice of call recording, including through the use of beep tones. *See NEI*, 2016 WL 4886933, at *1-4.

In addition, none of the cases cited by Appellant support his position that a beep tone is insufficient to provide notice that a telephone call is being recorded. In *Zaklit v. Nationstar Mortgage LLC*, 2017 WL 3174901 (C.D. Cal. July 24, 2017), the plaintiffs alleged that the defendant advised customers that they were being recorded only after requesting personal information from the customers. *Id.* at *1. In *Raffin v. Medicredit, Inc.*, 2017 WL 131745 (C.D. Cal. Jan. 3, 2017), the plaintiff alleged that the defendant requested personal and sensitive information and no recording advisory was provided at all. *Id.* at * 1.

Here, there is no allegation that LoanMe obtained personal or sensitive information from Appellant prior to providing a recording advisory. Instead, it is undisputed that LoanMe caused a beep tone to sound three seconds into the call before any substantive conversation

could possibly take place, that Appellant continued the call after the beep tone sounded, and that Appellant merely informed LoanMe that his wife was not at home.

In addition to being distinguishable on their facts, neither *Zaklit* nor *Raffin* addressed beep tones at all or the import of General Order 107-B on the issue of consent. The same is true of *Friddle v. Epstein*, 16 Cal. App. 4th 1649 (1993), and *Kight v. CashCall, Inc.*, 200 Cal. App. 4th 1377 (2011). Thus, Appellant has not cited to any authority that supports his position, and his arguments fail.

CONCLUSION

The Penal Code, California regulatory authority, and case law have unanimously concluded that the use of beep tones is sufficient to put a person on notice that his telephone call is being recorded. Here, by staying on the line after the beep tone sounded, Appellant consented to his 18-second telephone call being recorded as a matter of law. Thus, LoanMe has no liability under Penal Code Section 632.7. The Court, therefore, should affirm the trial court's decision.

DATED: November 30, 2018 Respectfully submitted,

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CERTIFICATE OF WORD COUNT

(Cal. R. Ct. 8.204(c)(1))

The text of this brief consists of 5,117 words as counted by the word-count function in the Microsoft Office Word 2016 program used to generate this brief.

DATED: November 30, 2018

Respectfully submitted,

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PROOF OF SERVICE
STATE OF CALIFORNIA

CASE NO.: E069752

I am over the age of eighteen years and am not a party to the within action. I am employed in the County of Orange, State of California, at the law offices of Finlayson Toffer Roosevelt & Lilly LLP, members of the bar of this Court. My business address is 15615 Alton Parkway, Suite 250, Irvine, California 92618. On November 30, 2018, I served a true copy / the original of the foregoing document(s) described as:

RESPONDENT'S BRIEF

✓ **BY ELECTRONIC TRANSMISSION THROUGH E-FILING**

SERVICE PROVIDER: Pursuant to Rule 2.251(b)(1)(B) of the California Rules of Court, I caused the document(s) to be sent to the parties on the attached Service List who have registered for electronic service in this action at the electronic mail addresses listed.

✓ **BY UNITED STATES MAIL:** I enclosed the document(s) in a

sealed envelope or package to the parties on the attached Service List and placed it for collection and mailing, following our ordinary business practices. I am readily familiar with the firm'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.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct. Executed on November 30, 2018.

/s/ Hind AbdulKader
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Jeremiah Smith v. LoanMe, Inc.
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Appellate District Division 2

PROOF OF SERVICE

STATE OF CALIFORNIA
California Court of Appeal, Fourth
Appellate District Division 2

Case Name: **Jeremiah Smith v. LoanMe,
Inc.**

Case Number: **E069752**

Lower Court Case Number:

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Date

/s/Michael Williams

Signature

Williams, Michael (196863)

Last Name, First Name (PNum)

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Law Firm