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11 *Attorneys for Plaintiff Credova Financial LLC*

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 CREDOVA FINANCIAL LLC, a  
15 Virginia limited liability company

Plaintiff,

v.

16 RICKIE GALLARDO doing business  
17 as PUPPY WORLD CA

Defendant.

**STIPULATED ORDER OF ENTRY  
OF JUDGMENT**

Case No. 2:20-cv-04763 JFW (AGRx)

District Judge: John F. Walter

18 COMES NOW, Plaintiff Credova Financial LLC, a Virginia limited liability  
19 company ("Credova") by and through its counsel of record Armstrong Teasdale  
20 LLP and Defendant Rickie Gallardo doing business as Puppy World CA ("Puppy  
21 World"), pro per (collectively, the "Parties") hereby **STIPULATE AND AGREE**  
22 **TO ENTRY OF JUDGMENT AS FOLLOWS:**

23 **STIPULATED FACTS**

24  
25  
26 1. Plaintiff Credova Financial LLC ("Credova") is a Virginia limited-  
27 liability company whose principal place of business is Ashburn, Virginia.  
28

1           2.     At all relevant times herein, Defendant Rickie Gallardo (“Gallardo”)  
2 is an individual who was a citizen of California during all relevant times herein.

3           3.     During all relevant times herein, Gallardo operated a business in  
4 Montebello, California, called “Puppy World,” alternatively known as  
5 “PuppyWorld” or “Puppy World CA.”

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7           4.     This Court has jurisdiction under 28 U.S.C. § 1332 because Plaintiff  
8 and Defendant are citizens of different states, and the amount in controversy  
9 exceeds \$75,000 based on the amount that Defendant Gallardo is alleged to have  
10 stolen from Credova.  
11

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13          5.     Venue is proper in this district because upon information and belief  
14 and at all times relevant herein, Gallardo conducted substantial business operations  
15 in this district.  
16

17          6.     Credova is in the business of offering consumer loans and leases  
18 through its network of retailer partners.

19          7.     On or about December 3, 2019, Puppy World contacted Credova  
20 about becoming a retail partner.  
21

22          8.     On or about December 4, 2019, Credova informed Puppy World CA  
23 that Credova declined to work with Puppy World CA.  
24

25          9.     On or about January 14, 2020, a second retailer, named “Puppyworld  
26 Olympia” contacted Credova to become a retail partner.  
27  
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1           10.   Puppyworld Olympia and Gallardo's Puppy World CA; the two  
2 businesses simply share a similar name.

3           11.   Between February 21, 2020 and April 28, 2020, Credova errantly  
4 made 67 electronic transfers of money totaling \$172,025.59 (the "Funds") into the  
5 account of Puppy World's account that were intended for Puppyworld Olympia.  
6

7           12.   On or about April 29, 2020, Credova contacted Gallardo, informed  
8 him of the incorrect payments and demanded the Funds back.  
9

10          13.   Credova was able to successfully retrieve \$5,000 of the erroneously  
11 deposited Funds from Puppy World's account.  
12

13          14.   Gallardo presently owes Credova \$167,025.59.

14          15.   Credova has incurred \$22,297.11 in costs and attorneys' fees in  
15 prosecuting this action.  
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**JUDGMENT AND ORDER:**

IT IS THEREFORE ORDERED that Plaintiff CREDOVA FINANCIAL LLC recover from Defendant RICKIE GALLARDO the amount of \$198,944.02, which includes prejudgment interest at the rate of 10%, plus post judgment interest at the rate of .14% per annum.

The parties agree and acknowledge that they are familiar with the provisions of Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The parties each hereby expressly, voluntarily, knowingly and advisedly WAIVE the provisions of California Code Section 1542 as against each other to the fullest extent permitted by law.

FOR GOOD CAUSE SHOWN this Stipulated Judgment and Order shall be registered immediately in the District Court of the Central District of California and any other judicial district where Defendant RICKIE GALLARDO or the Funds may be located pursuant to 28 U.S.C. § 1963.

IT IS SO ORDERED.

Dated: February 8, 2021

  
John F. Walter

UNITED STATES DISTRICT JUDGE

*Attorneys for Plaintiff Credova*

*Defendant in Pro Per*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to Fed.R.Civ.P.5(b), and Local Rule 5-4.1 of the Central District  
3 of California, I certify that I am an employee of ARMSTRONG TEASDALE  
4 LLP, and that the foregoing was served:

5 ☒ via electronic service using the Court's CM/ECF system, on the date  
6 below; and

7 ☒ via the U.S. Postal Service at Salt Lake City, Utah, in a sealed  
8 envelope, with first-class postage prepaid, on the date and to the  
9 address(es) shown below:

10 Ricky Gallardo, doing business  
11 As Puppy World CA  
12 3567 Central Avenue  
13 San Diego, California 92105  
14 619-755-1438

15 *Defendant in Pro Per*

16 Dated this 5<sup>th</sup> day of February, 2020. /s/ Sarah Nielsen