

**FILED**

**JUL 12 2016**

**STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES**

1 STATE BAR OF CALIFORNIA  
2 OFFICE OF CHIEF TRIAL COUNSEL  
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15 Telephone: (213) 765-1714

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

13 In the Matter of: ) Case Nos. 14-O-05994, 15-O-13632,  
14 ) 15-O-14657, 15-O-15176,  
15 ANDREW MARK WEITZ, ) 15-O-15227, 16-O-10268  
16 No. 129962, )  
A Member of the State Bar. ) NOTICE OF DISCIPLINARY CHARGES

**NOTICE - FAILURE TO RESPOND!**

**IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE  
WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT  
THE STATE BAR COURT TRIAL:**

- (1) YOUR DEFAULT WILL BE ENTERED;**
- (2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU  
WILL NOT BE PERMITTED TO PRACTICE LAW;**
- (3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN  
THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION  
AND THE DEFAULT IS SET ASIDE, AND;**
- (4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.  
SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE  
OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN  
ORDER RECOMMENDING YOUR DISBARMENT WITHOUT  
FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ.,  
RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.**

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1 The State Bar of California alleges:

2 JURISDICTION

3 1. Andrew Mark Weitz (“Respondent”) was admitted to the practice of law in the State  
4 of California on December 14, 1987, was a member at all times pertinent to these charges, and is  
5 currently a member of the State Bar of California.

6 COUNT ONE

7 Case No. 14-O-05994  
8 Business & Professions Code section 6106.3  
9 [Violation of Civil Code section 2944.7(a)(1) – Illegal Advanced Fee]

10 2. On or about October 5, 2013, Respondent agreed to negotiate a home mortgage loan  
11 modification or other form of mortgage loan forbearance for a fee of \$15,000 for clients Shone  
12 Harris and Danniell Howard, and thereafter, between on or about October 5, 2013, and on or  
13 about and January 30, 2014, Respondent collected a total of approximately \$12,000 from Harris  
14 and Howard before Respondent had fully performed each and every service Respondent  
15 contracted to perform or represented to Harris and Howard that Respondent would perform, in  
16 violation of Civil Code section 2944.7(a)(1), and in willful violation of Business and Professions  
17 Code section 6106.3.

18 COUNT TWO

19 Case No. 14-O-05994  
20 Business and Professions Code section 6106  
21 [Moral Turpitude – Misrepresentation to State Bar]

22 3. Between on or about February 11, 2014 and on or about May 12, 2014, Respondent  
23 intentionally, or grossly negligently, submitted or caused to be submitted, documents in support  
24 of clients Shone Harris and Danniell Howard’s home mortgage loan modification application to  
25 their home mortgage loan lender, CitiMortgage, which contained false financial information for  
26 the clients and the clients’ simulated signatures, without the clients’ prior knowledge or  
27 authority, and thereby committed an act involving moral turpitude, dishonesty or corruption, in  
28 willful violation of Business and Professions Code section 6106.

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COUNT THREE

Case No. 14-O-05994  
Business and Professions Code section 6106  
[Moral Turpitude – Misrepresentation to Client]

4. On or about July 29, 2014, Respondent sent an email to his client, Shone Harris, that he would meet with her on August 1, 2014, and provide her with a refund check in the amount of \$9,000 on that date. On or about August 1, 2014, Respondent met with Harris, delivered the refund check to her, and misrepresented the legitimacy of the check, by intentionally or grossly negligently, giving her a check issued against insufficient funds from a Wells Fargo bank account ending in 8091. Between on or about August 1, 2014 and on or about September 18, 2014, Respondent intentionally or grossly negligently caused the bank account to be closed prior to notifying Harris of the status of the bank account and prior to her attempted negotiation of the refund check. By misrepresenting the legitimacy of the refund check to Harris, and causing the bank account to be closed without notice to Harris, Respondent committed an act involving moral turpitude, dishonesty or corruption, in willful violation of Business and Professions Code section 6106.

COUNT FOUR

Case No. 14-O-05994  
Business and Professions Code section 6106  
[Moral Turpitude – Misrepresentation to State Bar]

5. On or about March, 8, 2015, Respondent stated in writing to a State Bar investigator that a refund check dated August 5, 2014, was sent to his client Shone Harris without his authority. On or about April 8, 2015, Respondent provided to a State Bar investigator a written accounting of legal services purportedly performed by Respondent for Harris, dated July 31, 2014, which contained statements regarding dates of legal services performed by Respondent. Both written statements, dated March 8, 2015 and April 8, 2015, were false at the time Respondent made them, and Respondent knew or was grossly negligent in not knowing that both of his statements were false at the time Respondent made them, because Respondent personally negotiated the refund with Harris and hand-delivered the check to her on or about August 1,

1 2014, and because, Respondent had performed no legal services for Harris prior to July 31, 2014.  
2 By making false statements to the State Bar, when he knew or was grossly negligent in not  
3 knowing his statements were false, Respondent committed an act involving moral turpitude,  
4 dishonesty or corruption, in willful violation of Business and Professions Code section 6106.

5 COUNT FIVE

6 Case No. 15-O-13632  
7 Business & Professions Code section 6106.3  
8 [Violation of Civil Code section 2944.7(a)(1) – Illegal Advanced Fee]

9 6. On or about February 19, 2014, Respondent agreed to negotiate a home mortgage  
10 loan modification or other form of mortgage loan forbearance for a fee for client Mazie Buckley,  
11 and thereafter, between on or about February 19, 2014, and on or about June 10, 2014,  
12 Respondent charged Buckley a total of approximately \$14,700 before Respondent had fully  
13 performed each and every service Respondent contracted to perform or represented to Buckley  
14 that Respondent would perform, in violation of Civil Code section 2944.7(a)(1), and in willful  
15 violation of Business and Professions Code section 6106.3.

16 COUNT SIX

17 Case No. 15-O-14657  
18 Business & Professions Code section 6106.3  
19 [Violation of Civil Code section 2944.7(a)(1) – Illegal Advanced Fee]

20 7. On or about January 27, 2014, Respondent agreed to negotiate a home mortgage loan  
21 modification or other form of mortgage loan forbearance for a fee for client Waynetta Williams,  
22 and thereafter, between on or about February 5, 2014, and on or about June 30, 2014,  
23 Respondent charged Williams a total of approximately \$14,700 before Respondent had fully  
24 performed each and every service Respondent contracted to perform or represented to Williams  
25 that Respondent would perform, in violation of Civil Code section 2944.7(a)(1), and in willful  
26 violation of Business and Professions Code section 6106.3.

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COUNT SEVEN

Case No. 15-O-15176  
Business & Professions Code section 6106.3  
[Violation of Civil Code section 2944.7(a)(1) – Illegal Advanced Fee]

8. On or about June 8, 2015, Respondent agreed to negotiate a home mortgage loan modification or other form of mortgage loan forbearance for a fee of \$14,700 for client Jose Alcaraz, and thereafter collected a total of approximately \$6,500 from Alcaraz between June 8, 2015 and on or about July 1, 2015, before Respondent had fully performed each and every service Respondent contracted to perform or represented to Alcaraz that Respondent would perform, in violation of Civil Code section 2944.7(a)(1), and in willful violation of Business and Professions Code section 6106.3.

COUNT EIGHT

Case No. 15-O-15227  
Business & Professions Code section 6106.3  
[Violation of Civil Code section 2944.7(a)(1) – Illegal Advanced Fee]

9. On or about June 27, 2014, Respondent agreed to negotiate a mortgage loan modification or other form of mortgage loan forbearance for a fee for clients Alfonzo and Nadine Washington, and thereafter charged the Washingtons approximately \$14,700 between on or about June 30, 2014 and on or about approximately October 24, 2014, before Respondent had fully performed each and every service Respondent contracted to perform or represented to the Washingtons that Respondent would perform, in violation of Civil Code section 2944.7(a)(1), and in willful violation of Business and Professions Code section 6106.3.

COUNT NINE

Case No. 16-O-10268  
Business & Professions Code section 6106.3  
[Violation of Civil Code section 2944.7(a)(1) – Illegal Advanced Fee]

10. On or about January 23, 2014, Respondent agreed to negotiate a mortgage loan modification or other form of mortgage loan forbearance for a fee for clients David and Kathryn Korengold, and thereafter charged the Korengolds approximately \$14,000 between on or about January 27, 2014 and on or about approximately July 2, 2014, before Respondent had fully

1 performed each and every service Respondent contracted to perform or represented to the  
2 Korengolds that Respondent would perform, in violation of Civil Code section 2944.7(a)(1), and  
3 in willful violation of Business and Professions Code section 6106.3.

4 COUNT TEN

5 Case No. 16-O-10268  
6 Business & Professions Code section 6106  
7 [Moral Turpitude]

8 11. Between on or about January 23, 2014 and on or about September 3, 2014,  
9 Respondent committed an act involving moral turpitude, dishonesty or corruption, in willful  
10 violation of Business and Professions Code section 6106, by intentionally, or grossly negligently,  
11 submitting or causing to be submitted, documents in support of clients David and Kathryn  
12 Korengold's home mortgage loan modification application, to their home mortgage loan lender,  
13 JP Morgan Chase Bank, including:

- 14 a) an August 25, 2014 loan modification application, which falsely stated that  
15 Kathryn Korengold was self-employed in October 2013, and  
16 b) a September 3, 2014, profit and loss statement, which contained David  
17 Korengold's simulated signature, without the clients' prior knowledge or  
18 authority.

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COUNT ELEVEN

Case Nos. 14-O-05994, 15-O-13632, 15-O-14657, 15-O-15176, 15-O-15227, 16-O-10268  
Rules of Professional Conduct, rule 4-100(A)  
[Commingling – Payment of Personal Expenses from Client Trust Account]

12. Between on or about October 3, 2013 and on or about October 2, 2014, Respondent issued the following checks from funds in Respondent's client trust account at Wells Fargo Bank account number ending in 2258, for the payment of personal expenses, in willful violation of Rules of Professional Conduct, rule 4-100(A):.

CHECK #	PAYEE	\$ AMOUNT OF CHECK
1001	Blue Shield of California	\$80.20
1002	Fay Weitz	\$3,200
1003	Fay Weitz	\$9,500
1004	Zachary Weitz	\$1,000
1006	Veritas Law Group	\$18,276.08
1007	Mullwood HOA	\$3,000
1008	Fay Weitz	\$900
1040	Fay Weitz	\$200

COUNT TWELVE

Case Nos. 14-O-05994, 15-O-13632, 15-O-14657, 15-O-15176, 15-O-15227, 16-O-10268  
Rules of Professional Conduct, rule 4-100(A)  
[Commingling Personal Funds in Client Trust Account]

13. On or about August 22, 2014 and on or about March 11, 2015, Respondent deposited or commingled funds belonging to Respondent into Respondent's client trust account at Wells Fargo Bank account number ending in 2258, as follows in wilful violation Rules of Professional Conduct, rule 4-100(A):

<u>DATE OF DEPOSIT</u>	<u>AMT. DEPOSITED</u>	<u>FORM OF DEPOSIT</u>
August 22, 2014	\$18,276.08	Cash
March 11, 2015	\$373.11	Check

COUNT THIRTEEN

Case Nos. 14-O-05994, 15-O-13632, 15-O-14657, 15-O-15176, 15-O-15227, 16-O-10268  
Business and Professions Code section 6106  
[Moral Turpitude – Misrepresentation to State Bar]

14. On or about June 14, 2016, Respondent committed an act involving moral turpitude, dishonesty or corruption, in willful violation of Business and Professions Code section 6106, by intentionally or grossly negligently, submitting or causing to be submitted, misleading or falsified documents to the State Bar in response to the State Bar’s investigation of his handling of the respective settlement funds for two clients, Miriam Keller and Alfonso Ballard, including:

- a) a retainer agreement, dated November 3, 2013, purportedly signed by Keller,
- b) a written release, dated July 23, 2014, purportedly signed by Keller and purporting to release her entitlement of more than \$2,000 in settlement funds to Respondent,
- c) a retainer agreement, dated December 14, 2014, purportedly signed by Ballard, and
- d) a written statement of acknowledgment, dated June 3, 2016, purportedly signed by Ballard regarding Respondent’s purported disbursement of \$3,000 in settlement funds to Ballard.

COUNT FOURTEEN

Case Nos. 14-O-05994, 15-O-13632, 15-O-14657, 15-O-15176, 15-O-15227, 16-O-10268  
Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

15. From on or about October 5, 2013 through on or about July 31, 2015, Respondent aided his law office staff, including but not limited to, Shobert Vartan, Oganer (“John”) Garibyan, Zaven (“Zak”) Oganessian, Carole Salerno, Fay Weitz, Justin Moon, and Cynthia Ruvalcaba, none of whom was licensed to practice law in California, in engaging in the unauthorized practice of law, by providing his staff with unfettered access and control in managing and operating his law office without adequate attorney supervision, and by turning over his attorney responsibilities to his non-attorney staff, including initial case consultation, evaluating legal issues for clients Shone Harris and Danniell Howard, Mazie Buckley, Waynetta

1 Williams, Jose Alcaraz, Alfonso and Nadine Washington, and David and Kathryn Korengold  
2 (“clients”), setting, charging and collecting fees from the clients for legal services, providing  
3 legal advice to the clients, corresponding with third parties on behalf of the clients, and  
4 performing legal services independently and without supervision by Respondent, in willful  
5 violation of Rules of Professional Conduct, rule 1-300(A).

6 COUNT FIFTEEN

7 Case Nos. 14-O-05994, 15-O-13632, 15-O-14657, 15-O-15176, 15-O-15227, 16-O-10268  
8 Rules of Professional Conduct, Rule 3-110(A)  
9 [Failure to Perform with Competence – Failure to Supervise]

10 16. Between on or about October 5, 2013 through on or about July 31, 2015, clients  
11 Shone Harris and Danniell Howard, Mazie Buckley, Waynetta Williams, Jose Alcaraz, Alfonso  
12 and Nadine Washington, and David and Kathryn Korengold (“clients”) employed Respondent to  
13 perform legal services, namely to negotiate mortgage loan modifications or other forms of  
14 mortgage loan forbearance, for the clients, which Respondent intentionally, recklessly, or  
15 repeatedly failed to perform with competence, in willful violation of Rules of Professional  
16 Conduct, rule 3-110(A), by failing to supervise his non-attorney staff, including, but not limited  
17 to, Shobert Vartan, Oganer (“John”) Garibyan, Zaven (“Zak”) Oganesyanyan, Carole Salerno, Fay  
18 Weitz, Justin Moon, and Cynthia Ruvalcaba, and thereby allowing them to provide mortgage  
19 loan modification services and other mortgage loan forbearance services, including providing  
20 legal advice to the clients regarding their eligibility for loan modifications, other forms of  
21 mortgage loan forbearance.

22 COUNT SIXTEEN

23 Case Nos. 14-O-05994, 15-O-13632, 15-O-14657, 15-O-15176, 15-O-15227, 16-O-10268  
24 Business and Professions Code section 6105  
25 [Permitting Misuse of Name]

26 17. Between on or about October 5, 2013 through on or about July 31, 2015, Respondent  
27 lent his name to be used as attorney by his office staff, including but not limited to, Shobert  
28 Vartan, Oganer (“John”) Garibyan, Zaven (“Zak”) Oganesyanyan, Carole Salerno, Fay Weitz, Justin  
Moon, and Cynthia Ruvalcaba, who were never licensed to practice law in California, by

1 allowing such staff to operate Veritas Law Group and/or the Law Offices of Andrew M. Weitz, a  
2 loan modification law practice using Respondent's name and law license, in willful violation of  
3 Business and Professions Code section 6105.

4 COUNT SEVENTEEN

5 Case Nos. 14-O-05994, 15-O-13632, 15-O-14657, 15-O-15176, 15-O-15227, 16-O-10268  
6 Rules of Professional Conduct, rule 4-200(A)  
7 [Unconscionable Fee]

8 18. Between on or about October 5, 2013 and on or about July 1, 2015, Respondent  
9 collected legal fees totaling approximately \$77,600 from clients, including \$12,000 from Shone  
10 Harris and Danniell Howard, \$14,700 from Mazie Buckley, \$14,700 from Waynetta Williams,  
11 \$6,500 from Jose Alcaraz, \$14,700 from Alfonso and Nadine Washington, and \$14,000 from  
12 David and Kathryn Korenhgold ("clients") to perform legal services, namely to negotiate  
13 mortgage loan modifications or other forms of mortgage loan forbearance, for the clients, that  
14 was unconscionable for the following reasons, in willful violation of Rules of Professional  
15 Conduct, rule 4-200(A):

- 16 a. the false pretenses under which clients retained Respondent and degree of  
17 overreaching by Respondent and his non-attorney staff in procuring the legal fees,  
18 wherein the clients were led to believe an attorney would perform the legal  
19 services for which they paid the legal fees, when in fact all, or nearly all, of the  
20 legal services performed for the clients were completed by Respondent's non-  
21 attorney staff with little to no supervision by Respondent;
- 22 b. the amount of legal fees paid by each of the clients was significant in proportion  
23 to the value of the services performed by Respondent;
- 24 c. the amount of legal fees paid by each of the clients was significant in proportion  
25 to the relative lack of results obtained for the clients;
- 26 d. the lack of relative difficulty and legal skill requisite to properly negotiate  
27 mortgage loan modifications or other forms of mortgage loan forbearance for the  
28 clients;
- e. the clients' highly vulnerable financial circumstances; and
- f. the clients' lack of relative sophistication.

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COUNT EIGHTEEN

Case Nos. 14-O-05994, 15-O-13632, 15-O-14657, 15-O-15176, 15-O-15227, 16-O-10268  
Rules of Professional Conduct, Rule 1-310  
[Forming a Partnership with a Non-Lawyer]

19. Between on or about June 12, 2013 and on or about May 13, 2015, Respondent formed a partnership with Shobert Vartan, who is not licensed to practice law in California, where at least one of the activities of that partnership, namely, mortgage loan modification services and other mortgage loan forbearance services, consisted of the practice of law, in willful violation of the Rules of Professional Conduct, rule 1-310.

COUNT NINETEEN

Case Nos. 14-O-05994, 15-O-13632, 15-O-14657, 15-O-15176, 15-O-15227, 16-O-10268  
Rules of Professional Conduct, Rule 1-320(A)  
[Sharing Legal Fees with a Non-Lawyer]

20. Between on or about June 12, 2013 and on or about May 13, 2015, Respondent shared legal fees with persons who are not lawyers, namely Shobert Vartan, Oganer (“John”) Garibyan, and Zaven (“Zak”) Oganeyan, in relation to Respondent’s performance of mortgage loan modification services and other mortgage loan forbearance services for clients of his firm, Veritas Law Group, in willful violation of Rules of Professional Conduct, Rule 1-320(A).

COUNT TWENTY

Case Nos. 14-O-05994, 15-O-13632, 15-O-14657, 15-O-15176, 15-O-15227, 16-O-10268  
Business and Professions Code section 6106  
[Moral Turpitude – Habitual Disregard of Clients’ Interests]

21. Between on or about August 16, 2013 through on or about May 22, 2015, Respondent habitually disregarded the interests of his clients, by intentionally or grossly negligently failing to supervise his law office staff, including, but not limited to, Shobert Vartan, Oganer (“John”) Garibyan, Zaven (“Zak”) Oganeyan, Carole Salerno, Fay Weitz, Justin Moon, and Cynthia Ruvalcaba, none of whom was licensed to practice law in California, by providing the staff with unfettered access and control in managing and operating his law office without adequate attorney supervision, and by turning over his attorney responsibilities to his staff and allowing them to perform legal services independently and without supervision by Respondent, including initial

1 case consultation, evaluating legal issues of clients Shone Harris and Danniell Howard, Mazie  
2 Buckley, Waynetta Williams, Jose Alcaraz, Alfonso and Nadine Washington, and David and  
3 Kathryn Korengold ("clients"), and allowing them to provide legal advice to the clients, perform  
4 loan modification and other forms of loan forbearance, and set, charge and collect legal fees  
5 from the clients, in willful violation of Business and Professions Code section 6106.

6 **NOTICE - INACTIVE ENROLLMENT!**

7 **YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR  
8 COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE  
9 SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL  
10 THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO  
11 THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN  
12 INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE  
13 ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE  
14 RECOMMENDED BY THE COURT.**

15 **NOTICE - COST ASSESSMENT!**

16 **IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC  
17 DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS  
18 INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING  
19 AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND  
20 PROFESSIONS CODE SECTION 6086.10.**

21 Respectfully submitted,

22 THE STATE BAR OF CALIFORNIA  
23 OFFICE OF CHIEF TRIAL COUNSEL

24 DATED: July 12, 2016

25 By:   
26 Anand Kumar  
27 Senior Trial Counsel

28 DATED: July 12, 2016

By:   
Sue K. Hong  
Deputy Trial Counsel

DECLARATION OF SERVICE

by

U.S. FIRST-CLASS MAIL / U.S. CERTIFIED MAIL / OVERNIGHT DELIVERY / FACSIMILE-ELECTRONIC TRANSMISSION

CASE NUMBER(s): 14-O-05994, 15-O-13632, 15-O-14657, 15-O-15176, 15-O-15227, 16-O10268

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 845 South Figueroa Street, Los Angeles, California 90017-2515, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

NOTICE OF DISCIPLINARY CHARGES

- By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))
By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))
By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))
By Fax Transmission: (CCP §§ 1013(e) and 1013(f))
By Electronic Service: (CCP § 1010.6)

- (for U.S. First-Class Mail) in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: (see below)
(for Certified Mail) in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article No.: 9414-7266-9904-2010-0654-32 at Los Angeles, addressed to: (see below)
(for Overnight Delivery) together with a copy of this declaration, in an envelope, or package designated by UPS, Tracking No.: addressed to: (see below)

Table with 4 columns: Person Served, Business-Residential Address, Fax Number, Courtesy Copy to. Row 1: RUSSELL J. THOMULKA, 5850 Canoga Ave., #302 Woodland Hills, CA 91367, Electronic Address.

I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS').

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: July 12, 2016

SIGNED:

Kathi Palacios
Kathi Palacios
Declarant