

1 Sousan Alemansour
2 Attorney at Law
3 State Bar Number 180216
4 PO Box 15313
5 Irvine, California 92623
6 714-348-9557

FILED
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STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

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9 STATE BAR COURT
10 HEARING DEPARTMENT – LOS ANGELES

11
12 In the Matter of

Case No.: 15-O-10928

13 SOUSAN ALEMANSOUR,
14 No. 180216

) ANSWER TO NOTICE OF DISCIPLINARY
) ACTION

15 A Member of the State Bar
16
17
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20

21 Member, Sousan Alemansour, Attorney at Law – Bar Number 180216 asserts as follows:

22 Jurisdiction

23 1. Answering Paragraph 1 of the Notice of Disciplinary Action on file in this action, Respondent
24 admits the allegation. Member is, and at all times mentioned herein was, admitted to practice law in
25 the State of California commencing 1995 and is currently a member of the State Bar of California in
26 good standing.



1 General Denial

2 This Respondent denies each and every, all and singular, generally and specifically, the
3 allegations contained in the Notice, and each and every part thereof and, in this connection, this
4 Respondent denies that client was injured or damaged in any sum, or otherwise, or at all.

5 Affirmative Defenses

6 As separate, distinct and affirmative defenses to the Notice on file herein and to each
7 cause of action thereof, this answering Respondent alleges as follows:

8 COUNT ONE

9 Rules of Professional Conduct, Rule 4-100(B)(3)

10 [Failure to Render Accounts to Client Funds]

11 Respondent admits receiving \$5,000.00 from client.

12 Respondent does not presently have information about the date and therefore denies
13 receiving funds on or about September 29, 2014.

14 Respondent denies receiving funds as “advanced fees” for legal services “to be performed.”

15 Respondent denies allegation that she failed to render “appropriate” accounting to the client
16 in violation of Rules of Professional Conduct, rule 4-100(B)(3).

17 Respondent denies that employment was terminated on or about December 8, 2014.

18 Respondent denies any allegations of “willful violation” of rule 4-100(b)(3).

19
20 COUNT TWO

21 Rules of Professional Conduct, rule 3-700(D)(1)

22 [Failure to Release File]

23 3. Answering Count 2 of the Notice of Disciplinary Action on file in this action, Respondent
24 denies termination of her employment on December 8, 2014.

25 Respondent denies receiving notification in April 23, 2015.

26 Respondent denies allegation of “failure” to release “promptly” client papers and property.

27 Respondent denies allegation that alleged conduct was “willful” or “in violation” of Rules of
28 Professional Conduct rule 3-700(D)(1).

1 Fourth Affirmative Defense:

2 Respondent is and was in compliance with the terms of the Agreement. Custody, visitation,
3 child and spousal support and pendente lite payment of attorneys fees and costs were resolved in
4 favor of client. All issues relating to the dissolution, all financial issues, property issues,
5 reimbursement issues and retirement issues were thoroughly researched and discussed with the
6 client. Based on legal advice, client arrived at a separation agreement with his estranged wife
7 setting the stage for finalization of his dissolution matter.

8 But, by virtue of client conduct, including his deceit in entering into the Agreement and his
9 authorization for third party interference with his contractual obligation - it was impossible to
10 finalize his dissolution.

11 Fifth Affirmative Defense:

12 Throughout the entirety of representation, by virtue of client deceit, he failed to disclose to
13 Respondent that he was in direct communication with opposing counsel at the time he was
14 represented by Respondent.

15 Sixth Affirmative Defense:

16 Third party interference in attorney-client relations, endorsed by and authorized by the client,
17 prevented Respondent/Attorney from full performance of her duties.

18 Seven Affirmative Defense:

19 No conduct engaged in by the Respondent caused any harm to client. Any harm suffered by
20 client was directly and proximately caused by his own deceit, failure to perform, breach of contract
21 and unclean hands.

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WHEREFORE, Respondent prays judgment as follows:

1. Dismissal of all disciplinary charges;
2. Entry of judgment in favor of respondent;
3. For such costs incurred in the defense of this matter, if any;
4. For such other and further relief as the court may deem proper

November 16, 2015



Sousan Alemansour, Respondent SBN 180216

1 VERIFICATION

2 Respondent herein – Sousan Alemansour attorney at law declare under penalty of perjury
3 under the laws of the State of California that I am a party to this action, and I have read the
4 foregoing Notice of Disciplinary Action and know its contents.

5 I declare that all matters stated herein above in Answer to Notice of Disciplinary Action
6 including all matters asserted in Affirmative Defense contained herein are based on my own
7 personal knowledge, except those matters stated on information and belief, and as to those matters I
8 believe them to be true and correct – to the best of my knowledge – and if called upon as a witness
9 Respondent can and will testify truthfully thereto.

10 Executed on this 16th day of November 2015 in Irvine, California.

11 

12 _____
13 Sousan Alemansour, Attorney at Law.



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From: Alex Momeni

[<amomeni602@gmail.com>](mailto:amomeni602@gmail.com)

To: "Sousan Alemansour Esq.", Alex Momeni

Subject: Arash & Sara Momeni Divorce term

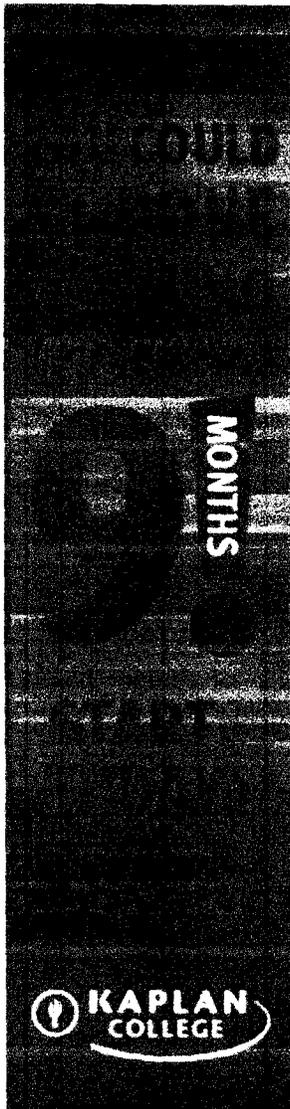
Date: Nov 27, 2014 10:14 PM

Attachments: Arash_Sara Seperation.docx

Hello

These are the terms Sara and I had agreed on.

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A

Divorce terms:

- All of Arash Momeni finance will belong to Arash Momeni including his saving, checking, 401K, and any other account.
- All of Sara Momeni finance will belong to Sara Momeni including her savings and checking.
- All furniture at the residence of 8227 White Fir In Anaheim are belonging of Arash Momeni.
- Sara Momeni has taking all of her belonging with her.
- 2009 Acura MDX belongs to Arash Momeni.
- 2005 Acura TL belongs to Sara Momeni
- Arash Momeni will buy Sara share at resident of 8227 E. White Fir In. Anaheim for \$50,000.00 When Arash is able to get approval for re-finance.
- Both Arash and Sara wave child support and spousal support from each other.
- I want the final note to stated "Sara requested and has been pushing forward for divorce".
- Legal custody of Kiyán Momeni as follows:
 - Legal custody shall be held by both parents as joint legal custody.
 - Both parents shall share information, the right and the responsibility to make major decisions regarding the health, education and welfare of Kiyán Momeni.
 - Neither parent shall change the State of residence, California of Kiyán Momeni without the written consent of the other parent.
 - Parents shall and neither parent shall make unilateral decisions without consulting the other parent regarding non-emergency medical treatment, major decisions regarding education, either parent shall be authorized to obtain emergency care, both parents shall have access to the child's medical, dental and school records.
 - For any traveling outside of the County, State, or Country both parents must have mutual agreement for traveling with Kiyán Momeni. Telephone number and location must be provided. They must stay in touch with the parent who is not traveling. Kiyán passport must be hold by his father.
 - Kiyán Momeni will be with both parents base on the parents schedule and availability. The schedule will be discussed with either parents on a weekly or by-weekly to plan ahead.

- Holidays will be discussed in advanced by parents to choose which Holiday is best for Kiyam to be with.
- During vacation time, parents will agree and choose who will have Kiyam Momeni.
- Both parents agree that they will not have anyone else beside parents and family members care for Kiyam Momeni. This is an exception of school.



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From: "Sousanna Alemansour, Esq." <esq@ix.netcom.com>

To: Alex Momeni

Subject: Re: Cancellation of our agreement

Date: Dec 11, 2014 11:57 AM

Ah, when did you send this e mail?
Why are you cancelling our relationship?

Alex Momeni wrote:

>
> Hi
>
> I wanted to know by when can you refund the
difference of my retainer fee?
>
> Thanks
>
> On 8 Dec 2014 11:28, "Alex Momeni"
<amomeni602@gmail.com
> <mailto:amomeni602@gmail.com>> wrote:
>
> Hello Mrs. Alemansour
>
> I want to thank you for your service
and your help in regards to
> my case. I will no longer need your
help with my case. If you
> would please refund me the reminder of
my retainer fee and send me
> the list of credit/debt list.
> Also, please mail all of my paperwork
that you have regarding my
> case. You have a copy of my child
support papers that I got from
> my mediation meeting.
>
> I will keep you in mind with any future
case that may come up.
>
> Thank you
>
> Arash Momeni
> P.O. Box 27102
> Anaheim, CA 92809
>

--
Regards,

Sousanna Alemansour

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B



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From: "Sousanna Alemansour, Esq." <esq@ix.netcom.com>

To: Alex Momeni

Subject: Marriage of Momeni

Date: Dec 15, 2014 12:19 PM

Momeni Jon

You received Form Interrogatories and Request for Identification and Production of Documents on December 11.

Momeni Jon

We have a deadline to give them the answers to these documents and with the holidays coming up I want to make sure we don't run afawal of the deadline.

Please give me a call and set up an appointment so that my office can assist you in answering and preparing.

I left a message for you today.

--
Regards,

Sousanna Alemansour
Telephone: 949-253-4090

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C

Statement for Services
Arash Momeni
Momeni v Momeni
Case Number 14D001198
December 14, 2014

9/18/2014	Initial Meeting general discussion about disso, malpractice against old attorney civil lawsuit (v employer & PI)	\$150.00
9/25/14	Preparation of Sub of Attorney; TC with opposing counsel re our representation, Ltr of Representation, DV TRO, Preparation of Retainer, e mails to/from client (5)	\$250.00
9/26/14	Client Meeting review of documents (partial brought), discussion re mediation of 9/16, discussion re upcoming hearing of 10/6 discussion re custody, visitation, spousal support, child support, 2640 claim, retirement account, cars, Atty Fees	\$450.00
9/29/14	Review e mails from/to client (6)	\$ 72.00
9/30/14	Review e mails from/to client (3)	\$ 48.00
9/30/14	Review letter from previous attorney; receipt of partial documents (Response is missing), DV TRO of July - no response filed, TC to client, (client unaware of DV hearing), on line research of the case status, LM for Pace, LM for Hematian	\$350.00
9/30/14	TC with opposing counsel re DV TRO, with client re same, travel to court to review file	\$248.00
10/1/14	Review e mails from/to client (3)	\$ 48.00
10/2/14	TC with opposing counsel re hearing of 10/6, general language of proposed stip to continue, re attorney medical condition, TC with client re stipulation to continue hearing,	\$200.00
10/2/14	Review e mails to/from client (5)	\$ 60.00
10/3/14	Emails to/from client (5) re proposed stipulation, address client concern re payment of support \$1,000; address client concern re property	\$120.00

10/6/14	Review	e mails from/to client (3) re payment of support, payment of bills, move out expenses, refinance loan of the house, his custody time v her custody time	\$120.00*
10/9/14	Review	I&E, Schedule of Assets and Debts (2 sets); re 2640 claim, re client item 20, re liability for debts	\$248.00
10/16/14	Review	e mails from/to client, review of financial statements (BOA, Wells Fargo, Air Touch, The Summit Community) mortgage statement, tax bill, secured property valuation), TC with client re his 2640 claim and her claim for reimbursement	\$296.00
10/16/14	TC	discussion with opposing counsel to discuss DVTRO and responsive declaration to the RFO	\$ 48.00
11/3/14	Review	e mails from/to client re upcoming mediation	\$ 48.00
11/4/14	TC	with client re mediation	\$ 12.00
11/12/14	Review	of e mail from client re custody time	\$ 12.00*
11/13/14	Meeting with client	discussion with Client re his custody, his 2640 claim; Watts/Epstein, retirement account; House ownership; strategy re DVTRO and not filing Responsive Declaration, discussion re SS and length of marriage, discussion re the judge's view, Review of his/her Income and Expense Declaration; Schedule of A&Ds	\$308.00
11/17/14	Review	e mail from/to client and mediation department	\$200.00
11/18/14	TC	with opposing counsel re appraisal of the house	\$ 18.00
11/24/14	Review	e mails from/to client re Dec hearing, Tc with client re mother's visits (change?), Discussion re custody and arrangement reached during mediation, general discussion re not being alone with mother's and DVTRO (Responsive Declaration?)	\$200.00

11/28/14	Review	e mails from/to client (4), review of separation agreement reached between parties, TC with opposing counsel (he is unaware) Tc with client re terms of the agreement	\$272.00
12/1/14	Appearance	at the hearing	\$436.00
12/2/14	Review	e mails to/from client appraisal of the house	\$ 36.00
12/5/14	Review	discovery received from opposing counsel (FR, RFP), Review of file and comparison with discovery, e mail to client re same	\$272.00
12/11-1/20	Review	of e mails from/to client (20)	\$240.00

Parking Fee	\$ 8.00
Copying	\$ 18.73
Fax	\$ 19.50
File Opening Fee	\$ 15.00

Subtotal	\$4,823.23
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Received from Client	\$5,000.00
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Total	\$ 176.77
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Notes to file:

initial meeting – client believes hematian committed malpractice. He consulted me for it. I told him I don't file malpractice suit against other attorneys. It is a specialized area. He came back asking that I represent him. I said I was hesitant. I was diagnosed with cancer and I was undergoing surgery. He said he can work with me. He said he asked mr. pace and pace told him he can work with me. So I accepted his case. I called hematian and l/m. But client and hematian appear to be friends. He keeps referring to her as "mel". Mel did not sign the sub of attorney we had prepared. She prepared her own and sent it directly to client who signed it and brought it to me. I then signed it and it got processed. The documents arrived in my office in two batch. One from client partial and one from hematian partial. She gave me things he had not. He gave me things she had not. I went back and forth with the both of them to get complete copies. No one ever told me what the issue of the DVTRO was. He claimed he didn't know about it. Hematian did not file a responsive declaration to it. Pace was his usual "Ms. Alemansour, I don't really have time for this. Ok?" client and pace were in communication. At some point he let it slip and pace and his parents know each other. So, my steps became that much more careful. I did not file a responsive declaration on his behalf because no one told me about the DVTRO and I was concerned about the effects it may have on DV. I kept seeing it as a trap I couldn't figure out for whom, for him or for me. Every time, he and I spoke with discussed the entirety of the case. He discussed his retirement account. Didn't want to give her a share of it. Look at the separation agreement he put together. He did not want to give her her fair share of the sale of the house. He did not want to give her the monies back that her parents had sent. Pace actually set up his own client to take the lesser deal. When we were in court on dec 1 we had discussed his payment of her attorney fees and his delinquent SS payments. Pace did not follow up with it and my client walked away without having to pay any one of these. But he was talking to someone in the background because even though he has MBA degree, he should not know this much about the divorce process. His separation agreement is one thing that bothered me a lot. He would tell me that he and his wife discussed those and agreed with it. I would tell him what was possible from a legal stand point and what was not possible and what my judge would think about it and on his insistence call the opposing counsel and opposing counsel would absolutely have nothing to do with it. My client didn't tell me. He would say. I don't know. He would say and get off the phone. What came out of my client's mouth came out of paces mouth. In december I sent him an e mail after my second surgery telling him I don't feel well. He didn't respond. By the time I got there he was surrounded by three attorneys I knew and pace was trying to sell my client's case to them. So, client's plan was to have all of his case evaluated, received legal advice on it resolve some of the issues such as cc, visitation, es, ss and even property issues and then replace me and receive some of his money back. So in the span of three months, he and I discussed all of the issues relating to his case, 2640, watts/epstein, property buy out, cc debts, income, retirement account, long term payments and by dec 8th he had received legal advice on all of these issues and wanted 1/2 of his money back.

D



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From: "Sousanna Alemansour, Esq." <esq@ix.netcom.com>

To: Alex Momeni

Subject: Re: Form & Refund.

Date: Jan 12, 2015 2:50 PM

Attachments: 2015_01_12SetOne.pdf
2015_01_12SetTwo.pdf

Let me try this again.

Your documents were sent to you on Friday .
2 sets. There are lot of
pages. Here it goes again.

I don't agree with your accounting. I can
offer you \$500.00 to bring
this matter to closure. I am sorry you
think a complaint is necessary.
Then again, I am aware of the identity of
the people who are advising
you and coaching you into this kind of
action.

When you brought malpractice action
against your old attorney, that
should have been a warning sign for me.

Let me know otherwise I don't want to waste
your time. You are a sales
man and I trust you can sell more phones if
you have the chance.

Let me know when you receive your document.

Sousanna Alemansour
Attorney at Law
949-253-4090

Alex Momeni wrote:

> Hello

>

> * I don't know what you mean by the
> members support each other rather
> than cause trouble for each other. If you
> mean me, I am the client, I
> didn't cause or meant to cause trouble for
> anyone. On Dec. 15th I send
> you a email that our relationship is over
> and I'm still going back &
> forth on this with you.

>

> * You stated to a client who received the

<

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> obtained. I am sorry, but that is your
> opinion. I think in the filed
> of service our clients/customer determin[^]
that. In my filed I provide
> survey to see what my customers think
> about my service and my reps
> service to them. I have a rating of 1 to
> 10. Perception is reality.
>
> * My refund:
> base on what I perceive, here is the bre.
down:
>
> *File opening fee: \$15
> *Court date that you end up showing up:
aprox. 3 hours: \$600
> * I guess you spend about 6 hours of wor
on my case: 1200
>
> That is a total of \$1815.
> Retainer of \$5000 - 1815 = \$3185 that I
should get back
>
> You stated I would get a copy of my file.
by last Friday 1/10/15. I
> still have not received it.
>
> Am I going to get my money back or do I
need file a complain with the
> board or someone?
>
> Please send my paperwork & refund to
> P.O. Box 27102
> Anaheim, CA 92809
>
> Thank you
>
> Arash Momeni
>
>
> On Mon, Jan 5, 2015 at 12:12 PM, Sousann.
Alemansour, Esq.
> <esq@ix.netcom.com
<mailto:esq@ix.netcom.com>> wrote:
>
> Today is the first day of the new
year!
> Eventually you will understand that
strength of a community in
> this County, Mr. Mmeni, is how the
members support each other
> rather than cause trouble for each
other.
> An electronic copy of your file will
be given to you no later than
> Friday.
> I also told you what refund is due
you. You disagreed. I told
> you to give me an estimate of you
think is owed to you. You did not.
> What do you think is owed to you
before I pay my bookkeeper out of
> pocket to come and figure out what i
owed to a client who
> received the best results he could
have obtained but now wants his
> money back!
>
> Sousanna Alemansour
> Attorney at Law
> 949-253-4090 <tel:949-253-4090>

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> Alex Momeni wrote:
>
>
> Hi
>
> As of today, I still have not
received anything back from you.
> In case you don't have my correct
address is
> P.O. Box 27102
> Anaheim, CA 92809
>
> Also, still need to check with
your book keeper about my
> refund. I been asking you about
this since December 15, 2014.
>
> Thank you
>
>
> --
> Regards,
>
> Sousanna Alemansour
> Telephone: 949-253-4090 <tel:949-253-
4090>
>
>

--
Regards,

Sousanna Alemansour
Telephone: 949-253-4090

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Sousan Alemansour, Esq. SBN 180216 PO Box 15313 Irvine, CA 92623 TELEPHONE NO.: 714-348-9557 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Self	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 845 S Figueroa Street MAILING ADDRESS: 845 S Figueroa St. CITY AND ZIP CODE: Los Angeles, CA 90017-2515 BRANCH NAME: State Bar Court	CASE NUMBER: 15-O-10928-DFM
PLAINTIFF/PETITIONER: In Re Matter of Sousan Alemansour SBN 180216 DEFENDANT/RESPONDENT:	JUDGE: Hon. Miles DEPT.:
PROOF OF SERVICE—CIVIL Check method of service (only one): <input type="checkbox"/> By Personal Service <input type="checkbox"/> By Mail <input type="checkbox"/> By Overnight Delivery <input type="checkbox"/> By Messenger Service <input type="checkbox"/> By Fax <input type="checkbox"/> By Electronic Service	

(Do not use this proof of service to show service of a Summons and complaint.)

1. At the time of service I was over 18 years of age and **not a party to this action.**
2. My residence or business address is:
PO Box 15313 Irvine, CA 92623
3. The fax number or electronic service address from which I served the documents is *(complete if service was by fax or electronic service)*:
4. On *(date)*: **November 16, 2015** I served the following **documents** *(specify)*:
Answer to Notice of Disciplinary Charges (Including Exhibits) One original two duplicates

- The documents are listed in the *Attachment to Proof of Service—Civil (Documents Served)* (form POS-040(D)).
5. I served the documents on the **person or persons** below, as follows:
 - a. Name of person served: **Tammy Cleaver, Case Administrator; Hugh Bradigan Deputy Trial Counsel**
 - b. *(Complete if service was by personal service, mail, overnight delivery, or messenger service.)*
 Business or residential address where person was served:
845 S Figueroa St, LA, CA 90017-2515; 845 South Figueroa Street, LA, CA 90017-2515
 - c. *(Complete if service was by fax or electronic service.)*
 - (1) Fax number or electronic service address where person was served:

 - (2) Time of service:
- The names, addresses, and other applicable information about persons served is on the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)).
6. The documents were served by the following means *(specify)*:
 - a. **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

CASE NAME: In Re Matter of Sousan Alemansour SBN 180216	CASE NUMBER: 15-O-10928-DFM
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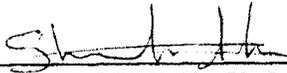
6. b. **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 5 and (specify one):
- (1) deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
 - (2) placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business'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 am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at (city and state): Irvine, California
- c. **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- d. **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. (A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)
- e. **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.
- f. **By electronic service.** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed in item 5.

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

Date: 11/16/2015

Sheila Navidi,

 (TYPE OR PRINT NAME OF DECLARANT)

▶ 

 (SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

DECLARATION OF MESSENGER

- By personal service.** I personally delivered the envelope or package received from the declarant above to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package, which was clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on (date):

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

Date:

 (NAME OF DECLARANT)

▶ _____
 (SIGNATURE OF DECLARANT)

INFORMATION SHEET FOR PROOF OF SERVICE—CIVIL

(This information sheet is not part of the official proof of service form and does not need to be copied, served, or filed.)

USE OF THIS FORM

Note: This proof of service form should **not** be used to show proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

This form is designed to be used to show proof of service of documents by (1) personal service, (2) mail, (3) overnight delivery, (4) messenger service, (5) fax, or (6) electronic transmission.

Certain documents must be personally served. For example, an order to show cause and temporary restraining order generally must be served by personal delivery. You must determine whether a document must be personally delivered or can be served by mail or another method.

GENERAL INSTRUCTIONS

A person must be over 18 years of age to serve the documents. The person who served the documents must complete the Proof of Service. **A party to the action cannot serve the documents.**

The Proof of Service should be typed or printed. If you have Internet access, a fillable version of this proof of service form is available at www.courts.ca.gov/forms.htm.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as the address on the documents that you served.

Third box, left side: Print the names of the plaintiff/petitioner and defendant/respondent in this box. Use the same names as are on the documents that you served.

Fourth box, left side: Check the method of service that was used. You should check only one method of service and should show proof of only one method on the form. If you served a party by several methods, use a separate form to show each method of service.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Third box, right side: State the judge and department assigned to the case, if known.

Complete items 1–6:

1. You are stating that you are over the age of 18 and that you are not a party to this action.
2. Print your home or business address.
3. If service was by fax service or electronic service, print the fax number or electronic service address from which service was made.
4. List each document that you served. If you need more space, check the box in item 4, complete the *Attachment to Proof of Service—Civil (Documents Served)* (form POS-040(D)), and attach it to form POS-040.
5. Provide the names, addresses, and other applicable information about the persons served. If more than one person was served, check the box on item 5, complete the *Attachment to Proof of Service—Civil (Persons Served)* (form POS-040(P)), and attach it to form POS-040.
6. Check the box before the method of service that was used, and provide any additional information that is required. The law may require that documents be served in a particular manner (such as by personal delivery) for certain purposes. Service by fax or electronic transmission generally requires the prior agreement of the parties.

You must sign and date the proof of service form. By signing, you are stating under penalty of perjury that the information that you have provided on form POS-040 is true and correct.