

FILED

JUL 20 2017

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

STATE BAR OF CALIFORNIA
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PUBLIC MATTER

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of:

AMANDA LYNN JOHANSON,
No. 290144,

A Member of the State Bar

) Case Nos. 16-O-11041, 16-O-12010,
) 16-O-13056, 16-O-16804,
) 16-O-18150, 17-O-00932

) 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. Amanda Lynn Johanson ("Respondent") was admitted to the practice of law in the
4 State of California on June 5, 2013, 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. 16-O-11041
8 Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

9 2. On or about September 15, 2015, Freddie Velazquez employed Respondent to
10 perform legal services, namely to negotiate a modification of his private student loan debt, which
11 Respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful
12 violation of Rules of Professional Conduct, rule 3-110(A), by failing to take any steps to attempt
13 to negotiate a modification of the student debt on his behalf beyond sending a cease and desist
14 letter on or about September 16, 2015 to his student lender.

15 COUNT TWO

16 Case No. 16-O-12010
17 Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

18 3. On or about September 22, 2015, Pamela Husten employed Respondent to perform
19 legal services, namely to negotiate a modification of her private student loan debt, which
20 Respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful
21 violation of Rules of Professional Conduct, rule 3-110(A), by failing to negotiate or attempt to
22 negotiate a modification of the student debt on her behalf beyond sending a cease and desist
23 letter on or about October 13, 2015 to her student lender.

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1 modification of the student debt on her behalf beyond sending two cease and desist letters
2 between on or about September 9, 2015 and on or about December 7, 2015 to her student lender,
3 and a demand for validation of the loan on or about May 16, 2016 to her student lender.

4 COUNT SIX

5 Case No. 16-O-13056
6 Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

7 7. Between on or about September 4, 2015 and on or about June 6, 2016, Respondent
8 received advanced fees totaling \$7,855.80 from a client, Arielle Egan, to negotiate a
9 modification of her private student loan debt. Respondent failed to negotiate or attempt to
10 negotiate a modification of her private student loan debt, or perform any legal services for the
11 client, and therefore earned none of the advanced fees paid. Respondent failed to refund
12 promptly, upon Respondent's termination of employment on or about June 16, 2016 any part of
13 the \$7,855.80 fees to the client, in willful violation of Rules of Professional Conduct, rule
14 3-700(D)(2).

15 COUNT SEVEN

16 Case No. 16-O-13056
17 Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

18 8. Between on or about September 4, 2015 and on or about June 6, 2016, Respondent
19 received from a client, Arielle Egan, the sum of \$7,855.80, as advanced fees for legal services to
20 be performed. Respondent thereafter failed to render an appropriate accounting to the client
21 regarding those funds upon the termination of Respondent's employment on or about June 16,
22 2016, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

23 COUNT EIGHT

24 Case No. 16-O-16804
25 Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

26 9. On or about August 18, 2015, Shane Harbour employed Respondent to perform legal
27 services, namely to negotiate a modification of his private student loan debt, which Respondent
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1 intentionally, recklessly, or repeatedly failed to perform with competence, in willful violation of
2 Rules of Professional Conduct, rule 3-110(A), by failing to negotiate or attempt to negotiate a
3 modification of the student debt on his behalf beyond sending a cease and desist letter on or
4 about August 19, 2015 to his student lender.

5 COUNT NINE

6 Case No. 16-O-16804
7 Rules of Professional Conduct, rule 3-700(D)(2)
8 [Failure to Refund Unearned Fees]

9 10. Between on or about August 27, 2015 and on or about April 27, 2016, Respondent
10 received advanced fees totaling \$2,905.92 from a client, Shane Harbour, to negotiate a
11 modification of her private student loan debt. Respondent failed to negotiate or attempt to
12 negotiate a modification of his private student loan debt, or perform any legal services for the
13 client, and therefore earned none of the advanced fees paid. Respondent failed to refund
14 promptly, upon Respondent's termination of employment on or about May 10, 2016 any part of
15 the \$2,905.92 fees to the client, in willful violation of Rules of Professional Conduct, rule
16 3-700(D)(2).

17 COUNT TEN

18 Case No. 16-O-16804
19 Rules of Professional Conduct, rule 4-100(B)(3)
20 [Failure to Render Accounts of Client Funds]

21 11. Between on or about August 27, 2015 and on or about April 27, 2016, Respondent
22 received from a client, Shane Harbour, the sum of \$2,905.92, as advanced fees for legal services
23 to be performed. Respondent thereafter failed to render an appropriate accounting to the client
24 regarding those funds upon the termination of Respondent's employment on or about May 10,
25 2016, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

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1 COUNT ELEVEN

2 Case No. 16-O-18150
3 Rules of Professional Conduct, rule 3-110(A)
4 [Failure to Perform with Competence]

5 12. On or about September 11, 2015, Christine Woodell employed Respondent to
6 perform legal services, namely to negotiate a modification of her private student loan debt, which
7 Respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful
8 violation of Rules of Professional Conduct, rule 3-110(A), by failing to negotiate or attempt to
9 negotiate a modification of the student debt on her behalf beyond sending a cease and desist
10 letter on or about October 1, 2015 to her student lender.

11 COUNT TWELVE

12 Case No. 16-O-18150
13 Rules of Professional Conduct, rule 3-700(D)(2)
14 [Failure to Refund Unearned Fees]

15 13. Between on or about September 24, 2015 and on or about October 24, 2016,
16 Respondent received advanced fees totaling \$4,030.74 from a client, Christine Woodell, to
17 negotiate a modification of her private student loan debt. Respondent failed to negotiate or
18 attempt to negotiate a modification of her private student loan debt, or perform any legal services
19 for the client, and therefore earned none of the advanced fees paid. Respondent failed to refund
20 promptly, upon Respondent's termination of employment on or about October 25, 2016 any part
21 of the \$4,030.74 fees to the client, in willful violation of Rules of Professional Conduct, rule
22 3-700(D)(2).

23 COUNT THIRTEEN

24 Case No. 16-O-16804
25 Rules of Professional Conduct, rule 4-100(B)(3)
26 [Failure to Render Accounts of Client Funds]

27 14. Between on or about September 24, 2015 and on or about October 24, 2016,
28 Respondent received from a client, Christine Woodell, the sum of \$4,030.74, as advanced fees
for legal services to be performed. Respondent thereafter failed to render an appropriate
accounting to the client regarding those funds upon the termination of Respondent's employment

1 on or about October 25, 2016, in willful violation of the Rules of Professional Conduct, rule
2 4-100(B)(3).

3 COUNT FOURTEEN

4 Case No. 17-O-00932
5 Rules of Professional Conduct, rule 3-110(A)
6 [Failure to Perform with Competence]

7 15. On or about August 19, 2015, Kandis Kissinger employed Respondent to perform
8 legal services, namely to negotiate a modification of her private student loan debt, which
9 Respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful
10 violation of Rules of Professional Conduct, rule 3-110(A), by failing to negotiate or attempt to
11 negotiate a modification of the student debt on her behalf beyond sending a cease and desist
12 letter on or about August 20, 2015 to her student lender.

13 COUNT FIFTEEN

14 Case No. 17-O-00932
15 Rules of Professional Conduct, rule 3-700(D)(2)
16 [Failure to Refund Unearned Fees]

17 16. Between on or about August 31, 2015 and on or about December 2, 2016,
18 Respondent received advanced fees totaling \$6,364.48 from a client, Kandis Kissinger, to
19 negotiate a modification of her private student loan debt. Respondent failed to negotiate or
20 attempt to negotiate a modification of her private student loan debt, or perform any legal services
21 for the client, and therefore earned none of the advanced fees paid. Respondent failed to refund
22 promptly, upon Respondent's termination of employment on or about January 9, 2017 any part
23 of the \$6,364.48 fees to the client, in willful violation of Rules of Professional Conduct, rule
24 3-700(D)(2).

25 COUNT SIXTEEN

26 Case Nos. 16-O-11041, 16-O-12010, 16-O-13056, 16-O-16804, 16-O-18150, 17-O-00932
27 Rules of Professional Conduct, Rule 3-110(A)
28 [Failure to Perform with Competence – Failure to Supervise]

17. From on or about August 18, 2015 through on or about December 2, 2016, clients
Freddie Velazquez, Pamela Husten, Arielle Egan, Shane Harbour, Christine Woodell, and

1 Kandis Kissinger ("clients") employed Respondent to perform legal services, namely to
2 negotiate modifications of their respective private student loan debt, which Respondent
3 intentionally, recklessly, or repeatedly failed to perform with competence, in willful violation of
4 Rules of Professional Conduct, rule 3-110(A), by failing to supervise non-attorney agents for her
5 firm, including, but not limited to, Champion Marketing Solutions ("CMS"), Terry Belser,
6 Crystal Bleau, Stephen Bartlett, Joel Knapp, and Perla Ortiz, and thereby allowing them to
7 perform initial case consultation, communicate with and evaluate legal issues for the clients, set,
8 charge and collect fees from the clients for legal services, provide legal advice to the clients
9 regarding the purported invalidity of their student loans, unfair debt collection practices by their
10 student lenders, and their eligibility for modifications of their student loans, correspond with
11 third parties on behalf of the clients, and perform legal services independently and without
12 supervision by Respondent.

13 COUNT SEVENTEEN

14 Case Nos. 16-O-11041, 16-O-12010, 16-O-13056, 16-O-16804, 16-O-18150, 17-O-00932
15 Rules of Professional Conduct, Rule 1-300(A)
16 [Aiding the Unauthorized Practice of Law]

17 18. From on or about August 18, 2015 through on or about December 2, 2016,
18 Respondent aided non-attorney agents for her firm, including, but not limited to, Champion
19 Marketing Solutions ("CMS"), Terry Belser, Crystal Bleau, Stephen Bartlett, Joel Knapp, and
20 Perla Ortiz, none of whom was licensed to practice law in California, in the unauthorized
21 practice of law by providing the agents with unfettered access and control in operating her law
22 office without adequate supervision and by delegating her attorney responsibilities to the agents,
23 including initial case consultation, communicating with and evaluating legal issues for clients
24 Freddie Velazquez, Pamela Husten, Arielle Egan, Shane Harbour, Christine Woodell, and
25 Kandis Kissinger ("clients"), setting, charging and collecting fees from the clients for legal
26 services, providing legal advice to the clients, corresponding with third parties on behalf of the
27 clients, and performing legal services independently and without supervision by Respondent, in
28 willful violation of Rules of Professional Conduct, rule 1-300(A).

1 COUNT EIGHTEEN

2 Case Nos. 16-O-11041, 16-O-12010, 16-O-13056, 16-O-16804, 16-O-18150, 17-O-00932
3 Rules of Professional Conduct, Rule 1-320(A)
4 [Sharing Legal Fees with a Non-Lawyer]

5 19. Between on or about August 18, 2015 through on or about December 2, 2016,
6 Respondent shared legal fees with persons who are not lawyers, namely Champion Marketing
7 Solutions, Champion Marketing Solutions ("CMS"), Terry Belser, Crystal Bleau, Stephen
8 Bartlett, Joel Knapp, and Perla Ortiz, in relation to Respondent's performance of legal services,
9 namely to negotiate modifications of her clients' private student loan debt, in willful violation of
10 Rules of Professional Conduct, Rule 1-320(A).

11 COUNT NINETEEN

12 Case Nos. 16-O-11041, 16-O-12010, 16-O-13056, 16-O-16804, 16-O-18150, 17-O-00932
13 Rules of Professional Conduct, rule 4-200(A)
14 [Unconscionable Fee]

15 20. Between on or about August 18, 2015 through on or about December 2, 2016,
16 Respondent charged legal fees totaling approximately \$135,676.49 from clients, including
17 \$26,878.50 from Freddie Velazquez, \$28,641.19 from Pamela Husten, \$37,227.86 from Arielle
18 Egan, \$15,498.19 from Shane Harbour, \$8,337.16 from Christine Woodell, and \$19,093.59 from
19 Kandis Kissinger ("clients") to perform legal services, namely to negotiate modifications of their
20 respective private student loan debt, that was unconscionable for the following reasons, in willful
21 violation of Rules of Professional Conduct, rule 4-200(A):

- 22 a. the false pretenses under which clients retained Respondent wherein the clients
23 were led to believe an attorney would perform the legal services for which they
24 paid the legal fees, when in fact all, or nearly all, of the legal services performed
25 for the clients were completed by Respondent's non-attorney agents with little to
26 no supervision by Respondent;
- 27 b. the amount of legal fees paid by each of the clients was disproportionate to the
28 value of the services performed by Respondent;
- 29 c. the amount of legal fees paid by each of the clients was disproportionate to the
30 relative lack of results obtained for the clients;
- 31 d. the fixed nature of the legal fees;

- 1 e. the lack of relative difficulty and legal skill requisite to properly negotiate student
2 loan modifications for the clients;
3 f. the time and labor required; and
4 g. the clients' highly vulnerable financial circumstances.

5 COUNT TWENTY

6 Case Nos. 16-O-11041, 16-O-12010, 16-O-13056, 16-O-16804, 16-O-18150, 17-O-00932
7 Rules of Professional Conduct, rule 4-200(A)
8 [Illegal Fee]

9 21. On or about August 18, 2015 through on or about December 2, 2016, Respondent
10 collected legal fees totaling approximately \$27,040.24 from clients, including \$2,849.85 from
11 Freddie Velazquez, \$3,033.45 from Pamela Husten, \$7,855.80 from Arielle Egan, \$2,905.92
12 from Shane Harbour, \$4,030.74 from Christine Woodell, and \$6,364.48 from Kandis Kissinger
13 ("clients") to perform legal services, namely to negotiate modifications of their respective private
14 student loan debt, that were illegal because Respondent collected the fees prior to the completion
15 of the loan debt negotiation services offered to each individual client and prior to her negotiating
16 any settlement agreement on the clients' behalves with their student lenders, in violation of the
17 Telemarketing Sales Rule (16 CFR 310.4(a)(5)(i)(A) and (B)), and therefore in willful violation
18 of the Rules of Professional Conduct, rule 4-200(A).

19 COUNT TWENTY-ONE

20 Case Nos. 16-O-11041, 16-O-12010, 16-O-13056, 16-O-16804, 16-O-18150, 17-O-00932
21 Business and Professions Code section 6106
22 [Moral Turpitude – Habitual Disregard of Clients' Interests]

23 22. Between on or about August 18, 2015 through on or about January 9, 2017,
24 Respondent, in willful violation of Business and Professions Code section 6106, habitually
25 disregarded the interests of her clients and thereby committed an act of moral turpitude by
26 intentionally or grossly negligently failing to supervise non-attorney agents for her firm,
27 including, but not limited to, Champion Marketing Solutions ("CMS"), Terry Belser, Crystal
28 Bleau, Stephen Bartlett, Joel Knapp, and Perla Ortiz, none of whom was licensed to practice law
in California or any other jurisdiction, by providing the agents with unfettered access and control
in operating her law office without adequate attorney supervision, and by delegating her attorney

1 responsibilities to the agents, including initial case consultation, communicating with and
2 evaluating legal issues for clients Freddie Velazquez, Pamela Husten, Arielle Egan, Shane
3 Harbour, Christine Woodell, and Kandis Kissinger ("clients"), setting, charging and collecting
4 fees from the clients for legal services, providing legal advice to the clients, corresponding with
5 third parties on behalf of the clients, and performing legal services independently and without
6 supervision by Respondent, when Respondent, nor any other attorney, provided those legal
7 services on behalf of the clients, and no attempts to negotiate a modification of the student debt
8 for the clients were provided at all.

9 COUNT TWENTY-TWO

10 Case Nos. 16-O-11041, 16-O-12010, 16-O-13056, 16-O-16804, 16-O-18150, 17-O-00932
11 Business and Professions Code section 6106
[Moral Turpitude – Scheme to Defraud]

12 23. Between on or about August 18, 2015 through on or about January 9, 2017,
13 Respondent, in willful violation of Business and Professions Code section 6106, intentionally
14 engaged in a scheme to defraud clients Freddie Velazquez, Pamela Husten, Arielle Egan, Shane
15 Harbour, Christine Woodell, and Kandis Kissinger ("clients") and thereby committed an act of
16 moral turpitude by engaging non-attorney agents, including, but not limited to, Champion
17 Marketing Solutions ("CMS"), Terry Belser, Crystal Bleau, Stephen Bartlett, Joel Knapp, and
18 Perla Ortiz, to solicit clients for private student loan debt relief services under the pretense that
19 such services would be provided by an attorney and for a fee, a portion of which was for legal
20 services and a portion of which would be used for purposes of paying the clients' respective
21 student loan debt, when Respondent, nor any other attorney, provided those legal services on
22 behalf of the clients, no attempts to negotiate a modification of the student debt for the clients
23 were provided at all, and the entirety of the fees the clients paid were collected by a factoring
24 company, GST Factoring Inc. ("GST"), Respondent engaged and were thereafter, shared
25 between Respondent, GST and CMS, and no portion of the fees was used to pay any portion of
26 the clients' student loan debts.

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NOTICE - INACTIVE ENROLLMENT!

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

NOTICE - COST ASSESSMENT!

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

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF CHIEF TRIAL COUNSEL

DATED: July 20, 2017

By: 

Anand Kumar
Senior Trial Counsel

DECLARATION OF SERVICE

by

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

CASE NUMBER(s): **16-O-11041, 16-O-12010, 16-O-13056, 16-O-16804, 16-O-18150, 17-O-00932**

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))

- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles.

☒

By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))

☐

By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))

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

☐

By Fax Transmission: (CCP §§ 1013(e) and 1013(f))

Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.

☐

By Electronic Service: (CCP § 1010.6)

Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐

(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.: **7196-9008-9111-1007-5508** 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)*

Person Served	Business-Residential Address	Fax Number
Edward O. Lear	Century Law Group, LLP 5200 W. Century Blvd., #345 Los Angeles, CA 90045	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'). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

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 20, 2017

SIGNED: _____

Kathi Palacios
Kathi Palacios
Declarant