

MARY CUMMINS
Defendant
645 W. 9th St. #110-140
Los Angeles, CA 90015
In Pro Per
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FILED
Superior Court of California
County of Los Angeles

JAN 08 2016

Sherri R. Carter, Executive Officer/Clerk
By M. Soto, Deputy
Moses Soto

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

BAT WORLD SANCTUARY,
AMANDA LOLLAR
Plaintiffs

v.

MARY CUMMINS
Defendant

) Case No. BS140207

) **AMENDED MOTION TO VACATE**
) **SISTER-STATE JUDGMENTS**
) **/ORDERS by FAX**

) **Date: January 7, 2016**

) **Time: 8:30 a.m.**

) **Room:**

) **Judge: Robert Hess**

Defendant Mary Cummins, (hereinafter "Defendant") respectfully moves the Court to Vacate sister-state Judgement/Orders. Defendant Cummins asks the Court to vacate the order in favor of Amanda Lollar and Bat World Sanctuary for approximately a total \$6,176,000. Defendant/Appellant Cummins filed an appeal in the case and won in part reversing the court order, monetary award and eliminating party Bat World Sanctuary.

INTRODUCTION

Defendant was sued for defamation and breach of contract. Defendant never defamed or breached a contract. Plaintiffs did not show the elements of defamation or breach of contract in the trial court. The court nevertheless signed the judgment in

1 August 2012. Since then Defendant filed an appeal^{1,2} July 15, 2012. Appellees filed
2 their reply brief³ and Appellant filed reply⁴. Public Citizen supported Defendant's
3 claims about defamation, malice and filed an amicus brief⁵. Well known Los Angeles
4 lawyer David Casselman also submitted an amicus brief stating the damages were not
5 legal⁶. After 18 months the Second Court of Appeals of Texas finally released their 86
6 page opinion April 9, 2015 (see above footnote 1).

7 The Appeals Court ruled that "defamation is assumed" and does not need to be
8 proven. Defendant never even received a list of allegedly defamatory items until two
9 months after the trial in the form of the court order. In Defendant's appeal Defendant
10 showed beyond a shadow of a doubt that none of the 47 items in the court order were
11 defamatory. Many were written by Plaintiff or government agencies. The Appeals
12 court then made the argument on behalf of Plaintiffs that the "jist" of every word ever
13 posted by Defendant was "defamatory." Appeals Court ruled that Plaintiffs did not
14 even have to tell Defendant what they felt was defamatory. To this date Defendant has
15 never received a list of allegedly defamatory items.

16 The Appeals Court again argued on behalf of Plaintiffs raising issues Plaintiffs
17 never raised and falsely stated that Defendant never stated Defendant was indigent
18 until after the trial. This is an absolute lie. It was stated many times on the record
19 during the course of the three years of litigation with Defendant was a pro se due to
20 indigence.
21

22 The Appeals Court ruled that Defendant did not argue the "validity of the
23 evidence" of financial damages. Defendant did not argue the validity as Plaintiffs
24

25
26 ¹ Appeals Case <http://www.search.txcourts.gov/Case.aspx?cn=02-12-00285-CV&coa=coa02>

27 ² Defendant's Opening Brief http://www.marycummins.com/mary_cummins_appeal.pdf

28 ³ Appellees Reply Brief http://www.marycummins.com/appellee_reply_brief.pdf

⁴ Appellant's Reply Brief <http://www.marycummins.com/marycumminsreplybrief.pdf>

⁵ Public Citizen Amicus http://www.animaladvocates.us/cummins_amicus_brief.pdf

⁶ David Casselman Amicus http://www.animaladvocates.us/mary_cummins_v_bat_world_sanctuary_amicus_letter.pdf

stated in trial they had no proof of any financial damages or causation by defendant (Reply Brief pg 31-33),

“Appellant “Q” asked Appellee “A” if they had any evidence to prove donations had decreased (RR 4 @ 172),

Q. “Did you bring any actual documents that would show how much is -- how much were donations, how much were grants, and how much were memberships?

A. I don’t believe we brought the documents.”

Not only did Appellees admit they had no proof of any financial damages they also admitted they had no proof of any causation (RR 2 @ 206)

Q. “Again, my only question right now is: Do you have any proof that I am the cause of certain of your finances being down? I mean, overall your finances are way up, they are almost double.

A. I don’t have any proof that it was you.”

There were no damages to argue.

Lastly the Appeals Court again falsely cited the record stating that Defendant admitted Defendant knowingly posted a false statement about Plaintiffs as evidence of malice. That is the exact opposite of the record! Defendant filed motion to rehear. One of the items was the false citation of the record. Defendant stated in the blog (Petition Rehear pg 11) “if Plaintiff is receiving welfare, that would be welfare fraud as she owns property.” There was an “if” and “would be” in the sentence. Defendant was then contacted by another party within an hour who said it could be a “welfare check” i.e. check on someone’s welfare and not a “welfare check” which was posted in a police report Defendant posted online with her comment. Defendant immediately corrected the post to state it could be a check on someone’s welfare and not a check. Justice Lee Ann Dauphinot friend of Plaintiffs’ attorney Randy Turner intentionally stated the exact opposite of the record in order to find malice to award exemplary damages of \$3,000,000 besides the \$3,000,000 in compensatory damages. That was the ONLY “evidence” for the cause of malice and it was false. A judgment of this magnitude

1 \$6,176,000 which can't be discharged by bankruptcy is a lifelong financial death
2 sentence imposed by fraud and intentional error.

3 Defendant filed a Petition to Rehear⁷ due to the incorrect citation of the record
4 or other issues. Court refused to hear petition.

5 The Appeals Court reversed part of the judgment namely all causes related to
6 breach of contract, attorney fees, liquidated damages and party Bat World Sanctuary.
7 The Court also reversed the court order as they deemed it unconstitutional.

8 Defendant filed a petition to the Supreme Court of Texas⁸. The petition was
9 denied August 28, 2015.

10 The Appeals Court released a mandate October 19, 2015 (see above footnote,
11 also Exhibit 1), Text of the mandate,

12 "The Court of Appeals entered the following judgment or order:
13 This court has considered the record on appeal in this case
14 and holds that there was error in part of the trial court's judgment. It
15 is ordered that the judgment of the trial court is affirmed in part and
16 reversed in part. We affirm that portion of the trial court's judgment
17 awarding actual and exemplary damages to Appellee Amanda
18 Lollar. We also affirm that portion of the trial court's judgment
19 ordering Appellant Mary Cummins to remove from the Internet the
20 web pages and defamatory statements specified in the judgment.
21 We reverse that part of the trial court's judgment permanently
22 enjoining Appellant Mary Cummins from making similar statements
23 in the future. We also reverse that portion of the trial court's
24 judgment awarding damages to Appellee Bat World Sanctuary for
25 breach of contract and attorney's fees and render judgment that
26 Appellee Bat World Sanctuary take nothing on its claims for breach
27 of contract and for attorney's fees.

28 It is further ordered that Appellant Mary Cummins shall bear
her own costs of this appeal and the costs of Appellee Amanda
Lollar, and that Appellee Bat World Sanctuary shall bear its own
costs of this appeal, for which let execution issue."

⁷ Petition Rehear http://marycummins.com/cummins_petition_rehear.pdf

⁸ Petition Review http://animaladvocates.us/petition_review_supreme_court.pdf

Defendant filed motion to strike order⁹ as Judge and Court had no jurisdiction in this case. Judge Chupp refused to rule on motion. A Judge does not have to rule on or strike a void order. The order is void in and of itself. The motion was filed for clarity of the record.

GROUND TO VACATE THE ORDER

The Sister State Judgment should be vacated for the following reasons. Sister State Money-Judgments Act (Code Civ. Proc., § 1710.10). 1710.40 (a) “A judgment entered pursuant to this chapter may be vacated on any ground which would be a defense to an action in this state on the sister state judgment, including the ground that the amount of interest accrued on the sister state judgment and included in the judgment entered pursuant to this chapter is incorrect.”

Following section 1710.40, the Law Revision Commission Comment explains: “Common defenses to enforcement of a sister state judgment include the following: [1] the judgment is not final and unconditional . . . ; [2] the judgment was obtained by extrinsic fraud; [3] the judgment was rendered in excess of jurisdiction; [4] the judgment is not enforceable in the state of rendition; [5] the plaintiff is guilty of misconduct; [6] the judgment has already been paid; [and 7] suit on the judgment is barred by the statute of limitations in the state where enforcement is sought.” (§ 1710.40.)

1. The judgment was not final and unconditional.

The August 27, 2012 judgment upon which the sister state judgment was based was not final and unconditional. The Appeals Court reversed all claims except defamation and removed party Bat World Sanctuary October 2015. Plaintiff Lollar needed to file a new sister state judgment based on the final, unconditional ruling. Plaintiffs have failed to do so. The trial court order

⁹ Motion Strike Order http://marycummins.com/motion_strike_order.pdf

1 upon which the sister state judgment was based was deemed unconstitutional
2 by the Appeals Court making it void and making the sister state judgment
3 upon which it was based void as well.

4 **2. The amount of the sister state judgment and parties was incorrect.**

5 Appeals Court ruled Defendant owes nothing to Bat World Sanctuary.
6 Defendant also owes nothing for legal fees, liquidated damages or breach of
7 contract. The original order for \$3,000,000 in compensatory damages and
8 \$3,000,000 in exemplary damages were for both parties and all causes
9 combined except legal fees and liquidated damages. There was no separate
10 award for each party or each claim. One party was eliminated. Most claims
11 were reversed.

12 **3. Appeal was pending in Texas when sister state filed.**

13 Defendant timely filed a motion to vacate, stay the judgment in this court.
14 Sister State Money-Judgments Act (Code Civ. Proc., § 1710.10,
15 1710.50(a)(1) "The court shall grant a stay of enforcement where: (1) An
16 appeal from the sister state judgment is pending or may be taken in the state
17 which originally rendered the judgment. (It does not have to be in the same
18 court as Judge Hess stated previously. Even then there were outstanding
19 motions in that court) Under this paragraph, enforcement shall be stayed until
20 the proceedings on appeal have been concluded or the time for appeal has
21 expired." That did not happen until October 15, 2015.

22 Defendant in the original motion to vacate stated that appeal was filed and
23 underway in Texas. The bank levy based on the void sister state judgment
24 was void. The sister state judgment should have been stayed until after the
25 final ruling which was October 2015. The bank levy was therefore void. The
26 money should not have been taken from the bank account.

27
28 ///

4. The Appeals Court affirmed the trial court abused it's discretion

The trial court abused its discretion in trial and on motion for indigence therefore making the August 2012 order void (see mandate).

5. The sister state court lacked personal and subject matter jurisdiction

The court lacked personal and subject matter jurisdiction due to a forum selection clause in the underlying contract which was deemed void by the Appeals Court.

The alleged contract stated the jurisdiction was Fort Worth, Texas (Exhibit 2). The Appeals Court ruled the contract was void which made the jurisdiction of Fort Worth, Tarrant County, Texas void. Plaintiffs stated the issues of defamation in the case all took place in Los Angeles, California after Defendant left Texas. Any real issue of breach of contract would have been in Mineral Wells, Palo Pinto County, Texas as that is where Defendant was in Texas when Plaintiff forged the contract. Still, Defendant was lured to Texas with the false promise of training. Defendant never received training and instead was used to only clean and feed baby bats. The case should have been filed in Federal Court due to diversity of parties and not in 352nd District Court which had no jurisdiction.

Plaintiffs intentionally forged a contract with a forum of Fort Worth, Texas in order to file in Fort Worth, Texas where Plaintiffs' attorney has been a lawyer for over 34 years. Plaintiffs' attorney bragged to Defendant that he knows and controls the Judges in Texas.

6. Defendant's bank account exempt as Defendant receives state aid

Defendant is indigent, does not own any real estate, doesn't own a car, has no assets and no employment. Defendant is now receiving Medi-cal, i.e. free government health insurance besides aid. If Defendant had any bank accounts today after the final October 2015 mandate, which she doesn't, they

1 would be exempt. Defendant filed exemptions with this court. If Plaintiffs
2 filed a new sister state judgment based on the final court order, Defendant's
3 bank account would be exempt as Defendant receives government aid. The
4 bank levy was void and money should be returned.

5 **7. The plaintiff and attorney Randy Turner are both guilty of misconduct.**

6 Plaintiff Lollar used information from discovery to try to illegally steal
7 money from Defendant's bank account and the account of an unrelated non-
8 profit. Defendant filed a police report which is on file in this court in the
9 previous motion to vacate.

10 Plaintiffs' attorney Randy Turner bragged to Defendant in court before a
11 hearing that he's known the judge for many years and he'll sign anything he
12 puts in front of him. Judge Brigham signed the orders without even reading
13 them in front of Defendant.

14 Plaintiffs' attorney Randy Turner stated in trial that the final order cannot
15 have prior restraint (see Motion to Strike). Turner then wrote the final order
16 and included prior restraint as per the Appeals Court. Turner mailed the order
17 to Judge Brigham's personal residence. Judge Brigham signed the order
18 without editing it. The prior restraint was intentional so Plaintiff could
19 remove any word Defendant ever stated in the past, present or future about
20 Plaintiffs.

21 Even after the order was reversed Plaintiffs and Plaintiffs' attorney
22 continued to send the void order to Google, Blogger to get Defendant's blogs
23 deleted and to have Defendant's websites and other people's websites
24 excluded from Google search engine results (Motion to Strike).
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Plaintiff and attorney Turner filed a new identical lawsuit 2015-002259-2¹⁰ against Defendant after the Appeals Court ruling. Even though the breach of contract claim was reversed, it was included in the lawsuit to keep the forum in Fort Worth, Texas where Plaintiffs' attorney Turner has many 30 year plus connections with most judges in the area. There has been extreme misconduct in this case and the judgment should be vacated.

8. The judgment was obtained by extrinsic fraud.

In this case the sitting Judge Bonnie Sudderth gamed the system¹¹ by intentionally taking a one day vacation for the injunction hearing and a five day vacation for the trial (Motion to Strike). Judge Sudderth specifically requested that Judge Brigham sit for those hearings. Judge Sudderth was up for re-election, appointment and did not want to honestly rule against her dear friend Randy Turner. Judge Sudderth also did not want to rule dishonestly and tarnish her record. As Judge Brigham is a visiting judge he can rule any way he likes as he doesn't have to worry about being appointed or elected.

Even though none of the elements of defamation or breach of contract were shown, no evidence of any damages was presented, Judge Brigham ruled against Defendant in the amount of \$6,176,000 which is a financial death sentence as the judgment cannot be negated by bankruptcy because Court falsely stated it was with malice.

Defendant filed a motion to strike judgment as the trial court Judge William Brigham had no jurisdiction over the case. Judge William Brigham was only assigned to the case for a period of five days. He was not signed to handle the case or trial. He signed the court order months later when he had

¹⁰ 2015-002259-2 lawsuit <https://odyssey.tarrantcounty.com/PublicAccess/CaseDetail.aspx?CaseID=5010772>

¹¹ Texas Judges game the system http://www.legalreform-now.org/menu2_4.htm

1 no jurisdiction and when a motion to recuse was still before the court. Judge
2 Brigham also did not sign and file an oath of office, did not reapply to be a
3 visiting judge every two years, did not take mandatory continuing education
4 classes, was well beyond the mandatory retirement age of 75 at the age of 84,
5 and was senile as per Judge Brigham's wife, Judge Brigham himself in
6 public statement immediately after the trial and according to his Facebook
7 posts.

8 **CONCLUSION**

9 Taking into consideration the many lawful reasons to vacate the sister
10 state judgment as a whole, the judgment must be vacated and the money
11 levied from Defendant's bank account returned to Defendant.

12 **PRAYER**

13 Defendant respectfully requests that this Court vacates the sister state judgment
14 and return the approximately \$4,300 taken from Defendant's bank account.

15 Such other relief as the Court may deem just and proper.

16 Respectfully submitted,

17 *Mary Cummins*

18 _____
19 Mary Cummins, Defendant

20 Dated: January 5, 2016

21 645 W. 9th St. #110-140

22 Los Angeles, CA 90015

23 In Pro Per
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**COURT OF APPEALS
SECOND DISTRICT OF TEXAS
FORT WORTH**

MANDATE

THE STATE OF TEXAS

To the 352nd District Court of Tarrant County, Greetings:

On April 9, 2015, the Court of Appeals for the Second District of Texas affirmed in part and reversed in part your judgment in the following case:

Mary Cummins v. Bat World Sanctuary and Amanda Lollar, No. 02-12-00285-CV (352-248169-10).

The Court of Appeals entered the following judgment or order:

This court has considered the record on appeal in this case and holds that there was error in part of the trial court's judgment. It is ordered that the judgment of the trial court is affirmed in part and reversed in part. We affirm that portion of the trial court's judgment awarding actual and exemplary damages to Appellee Amanda Lollar. We also affirm that portion of the trial court's judgment ordering Appellant Mary Cummins to remove from the Internet the web pages and defamatory statements specified in the judgment. We reverse that part of the trial court's judgment permanently enjoining Appellant Mary Cummins from making similar statements in the future. We also reverse that portion of the trial court's judgment awarding damages to Appellee Bat World Sanctuary for breach of contract and attorney's fees and render judgment that Appellee Bat World Sanctuary take nothing on its claims for breach of contract and for attorney's fees.

It is further ordered that Appellant Mary Cummins shall bear her own costs of this appeal and the costs of Appellee Amanda Lollar, and that Appellee Bat World Sanctuary shall bear its own costs of this appeal, for which let execution issue.

Accordingly, we command you to observe the order of the Court of Appeals.

BY ORDER OF THE COURT OF APPEALS FOR THE SECOND DISTRICT OF TEXAS, with the seal thereof annexed, at the City of Fort Worth, on October 19, 2015.

01 / 07 / 2015



DEBRA SPISAK, CLERK

Debra Spisak

01/07/2016



Bat World Sanctuary Internship Contract

This agreement is entered into between Mary Cummings, hereinafter called "Trainee" and Bat World Sanctuary (BWS). BWS agrees to train and educate Trainee in the care, treatment, and medical management of insectivorous bats. In consideration for this training and education Trainee agrees to the following terms and conditions:

It is understood that the data, techniques, results, and anecdotal information provided to Trainee during their internship at BWS is proprietary and is copyrighted as intellectual property by BWS. Trainee agrees not distribute, share, publish, or sell this information without obtaining prior written permission from BWS.

If Trainee successfully completes the BWS training program to the satisfaction of BWS, he or she shall be issued a Certificate of Completion of the BWS training program. BWS shall have sole discretion to decide whether or not Trainee has sufficiently demonstrated the skills, knowledge, temperament, and compassion for bats to receive a Certificate of Completion. The Certificate of Completion shall entitle Trainee to publish, advertise, and communicate to third persons the fact that he or she has been trained by BWS and is certified by BWS. In the event that Trainee receives a Certificate of Completion of the BWS training program, Trainee agrees to thereafter diligently and precisely follow all of Bat World guidelines and procedures when caring for, treating, or housing bats. These guidelines and procedures appear in *Standards and Medical Management for Captive Insectivorous Bats*, a book published by BWS and provided to Trainee. This book may be revised from time to time by BWS and Trainee agrees that it will be Trainee's responsibility to make sure that he or she has the most recently revised copy.

Trainee understands that, in attempting to establish and maintain an assurance colony or other captive collection of insectivorous bats, failure to follow the procedures, protocols, and diets recommended by BWS will have a substantial negative impact on the success of such a project. Trainee agrees that a representative of BWS may make periodic, unannounced inspections of any facility or place where Trainee is caring for, treating, or housing bats for the purpose of insuring Trainee's compliance with the guidelines and procedures of BWS. Trainee agrees to fully cooperate with the BWS representative at these inspections, and to furnish the representative with all requested information and documents concerning the care, treatment, and housing of bats. BWS may, from time to time, by email, telephone, or letter, request information or documents from Trainee concerning Trainee's care, treatment and housing of bats. Trainee agrees to timely comply with such requests by promptly furnishing all requested information and documents.

In the event that Trainee at any time fails to follow, to the satisfaction of BWS, each and every BWS guideline and procedure when caring for, treating, or housing bats, then Trainee's Certificate of Completion of Bat World's training program shall be automatically revoked without notice or hearing and Trainee may no longer publish, advertise, or communicate to any person the fact that he or she was trained by BWS or was certified by BWS. BWS shall have sole discretion to determine whether or not the Certificate of Completion should be revoked. In the event that Trainee is notified in writing that Trainee's Certificate of Completion has been revoked by BWS and Trainee thereafter publishes, advertises or communicates to any person the fact that Trainee was trained by BWS or was certified by BWS, then Trainee agrees to pay BWS liquidated damages in the amount of \$10,000, and all attorney's fees incurred by BWS in enforcing this contract.

If any portion of this contract is found to be void or unenforceable it shall not affect the remainder of the contract which shall remain in full force and effect. This contract contains the entire agreement of the parties with respect to the subject matter of this contract, and supersedes all prior negotiations, agreements and understandings with respect thereto. This contract may only be amended by a written document duly executed by all parties. Venue for any lawsuit to enforce this contract or for any lawsuit alleging breach of this contract shall be in Tarrant County, Texas.

SIGNED this 20th day of June, 2010

Mary Cummings

TRAINEE

[Signature]

BAT WORLD REPRESENTATIVE

**PLAINTIFF'S
EXHIBIT**
16

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mary Cummins 645 W 9th St #110-140 Los Angeles, CA 90015 TELEPHONE NO.: 310 877 4770 FAX NO. (Optional): 310 494 9395 E-MAIL ADDRESS (Optional): mmmmaryinla@aol.com ATTORNEY FOR (Name): pro se defendant	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N Hill St MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90015 BRANCH NAME: Stanley Mosk	
PLAINTIFF/PETITIONER: Bat World Sanctuary et al DEFENDANT/RESPONDENT: Mary Cummins	CASE NUMBER: BS140207
<p style="text-align: center;">PROOF OF SERVICE—CIVIL</p> 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 checked="" type="checkbox"/> By Electronic Service	JUDGE: Robert Hess DEPT.: 24

(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
2. My residence or business address is:
 645 W 9th St #110-140, Los Angeles, CA 90015
3. The fax number or electronic service address from which I served the documents is (complete if service was by fax or electronic service): **davidw@dwatts.net**
4. On (date) 1/5/16 I served the following documents (specify):
 Motion Vacate Judgment

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:
- b. (Complete if service was by personal service, mail, overnight delivery, or messenger service.)
 Business or residential address where person was served:

- c. (Complete if service was by fax or electronic service.)
 (1) Fax number or electronic service address where person was served:
davidw@dwatts.net

(2) Time of service: 12:00 noon

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.

01/07/2016

CASE NAME:	CASE NUMBER: BS140207
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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*):
- 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: 1/5/16

Mary Cummins

(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)

017007/2015