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ORIGINAL FILED

DEC 02 2014

LOS ANGELES
SUPERIOR COURT

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES – NORTH CENTRAL DISTRICT
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11 TESSIE CLEVELAND COMMUNITY)
12 SERVICES CORP., a California non-profit)
corporation,)

13 Plaintiff,)

14 vs.)

15 MOHSEN LOGHMANI, an individual doing)
16 business as L.A. DESIGN GROUP;)
17 MAHSHID LOGHMANI, an individual; and)
DOES 1 through 50, inclusive,)

18 Defendants.)

CASE NO. EC057134

[The Honorable John P. Doyle, Department
"D", presiding]

PLAINTIFF TESSIE CLEVELAND
COMMUNITY SERVICES CORP.'S
TRIAL BRIEF

Trial Date: December 8, 2014
Trial Time: 9:00 a.m.
Dept.: "D"

Complaint Filed: October 28, 2011

22 Plaintiff, Tessie Cleveland Community Services Corp. ("Tessie"), hereby respectively
23 submits this Trial Brief:

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1 **I. INTRODUCTION**

2 By this action, Tessie, as a judgment creditor of defendant Moshen Loghmani dba LA Design
3 Group (hereinafter “Mr. Loghmani”), alleges that Mr. Loghmani fraudulently conveyed real property
4 located at 821 Laurel Canyon Boulevard, North Hollywood, California 91605 (hereinafter the
5 “Subject Property”) to his wife, defendant Mahshid Loghmani with the actual intent, *inter alia*, “to
6 hinder, delay, or defraud” Tessie’s collection of its judgment.

7 The pertinent facts are as follows: On March 7, 2013, judgment was entered in Tessie’s favor
8 against Mr. Loghmani in an action entitled *Tessie Cleveland Community Services Corporation v.*
9 *Loghmani*, Los Angeles Superior Court, Case No. TC023641 (the “Underlying Action”). That
10 judgment--which includes damages for intentional misrepresentation (i.e. fraud), breach of contract,
11 and professional negligence, as well as attorney’s fees and costs--presently exceeds \$2.1 million,
12 including interest (the “Underlying Judgment”).¹

13 Tessie is a non-profit, community-based mental health services center serving children and
14 families throughout Los Angeles County. Mr. Loghmani was a licensed general contractor and
15 engineer hired by Tessie to perform extensive remodeling services in connection with two of
16 Tessie’s corporate facilities. In the Underlying Action, Tessie alleged, *inter alia*, that much of Mr.
17 Loghmani’s work was defective, and that he had defrauded Tessie out of hundreds of thousands of
18 dollars by claiming and receiving payment for work (well in excess of \$1.2 million) which he never
19 actually performed.

20 After a lengthy trial, the jury in the Underlying Action returned a verdict in favor of Tessie
21 and against Mr. Loghmani and made numerous special findings of fact, including that: (1) Mr.
22 Loghmani’s work was defective and non-compliant with applicable building codes; (2) Mr.
23 Loghmani billed Tessie for both labor and materials that in actuality he secretly diverted to other
24 unrelated construction projects, including work on Mr. Loghmani’s own residence; (3) Mr.
25 Loghmani failed, with respect to virtually all of his construction work, to obtain proper permits,

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27 _____
28 ¹ Mr. Loghmani’s appeal of the Underlying Judgment was dismissed by the appellate court on November 13, 2014, as
“untimely”.

1 inspections and certifications, despite his repeated assurances to the contrary; and (4) Mr. Loghmani
2 could substantiate only \$700,000 of the more than \$1.2 million which Tessie paid to him, and even
3 then, much of his so-called documentation was suspect.

4 **II. EVIDENCE TO BE PRESENTED**

5 Tessie believes that the evidence will show Mr. Loghmani and his wife, Mahshid Loghmani,
6 have engaged in active and ongoing efforts to conceal their assets from Tessie. Specifically, by this
7 action, Tessie alleges, and believes that the evidence will show, that Mr. Loghmani has fraudulently
8 conveyed the Subject Property to his wife in an effort to keep same out of the reach of Mr.
9 Loghmani’s creditors, including Tessie.

10 Although, the Subject Property is titled in Mahshid Loghmani’s name, alone, Tessie believes
11 the evidence will show, *inter alia*, the following: (1) Mohsen Loghmani’s assets were used to pay for
12 the Subject Property from day one; (2) Defendants routinely made mortgage payments on the
13 Subject Property from a joint checking account into which Mohsen Loghmani deposited proceeds
14 from his business; (3) Defendants funneled monies from Mohsen Loghmani’s bank accounts into
15 Mahshid Loghmani’s bank account for use in making mortgage payments on the Subject Property;
16 (4) Mahshid Loghmani did not have sufficient—if any—separate property to pay the down payment,
17 mortgage payments, improvements, utilities, and/or property taxes on the Subject Property; and (5)
18 any funds Mahshid Loghmani possessed were commingled with Mohsen Loghmani’s funds such
19 that there was no separate “pool” of money from which to pay for the Subject Property.

20 **III. CLAIMS AND ELEMENTS**

21 **Claim 1: Intentional Fraudulent Transfers (Civ. Code § 3439.04(a)(1))**

22 Tessie will demonstrate that Defendant Mohsen Loghmani, a judgment debtor to Tessie,
23 transferred assets—specifically, the Subject Property and/or funds used to purchase, improve, and
24 maintain the same—to Defendant Mahshid Loghmani with actual intent to hinder, delay, or defraud
25 judgment creditor Tessie. (Civ. Code § 3439.04(a)(1).)

26 Tessie will demonstrate actual intent by establishing various statutory “badges of fraud,”
27 among other circumstances, including the following: (1) the transfer was to an insider, specifically
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1 Mohsen Loghmani’s wife; (2) Mohsen Loghmani retained possession or control of the property
2 transferred after the transfer; (3) the transfer was concealed; (4) as to certain mortgage payments, the
3 transfer was made after Mohsen Loghmani had been sued; (5) the transfer was of substantially all of
4 Mohsen Loghmani’s assets; (6) Mohsen Loghmani did not receive reasonably equivalent value in
5 exchange for the transfer; (7) as to certain mortgage payments, Mohsen Loghmani was insolvent or
6 became insolvent shortly after the transfer was made; and (8) the transfer occurred shortly before or
7 shortly after a substantial legal liability was incurred. (Civ. Code § 3439.04(b); *see Filip v.*
8 *Bucurenciu* (2005) 129 Cal.App.4th 825, 834, 28 Cal.Rptr.3d 884.)

9 **Claim 2: Constructive Fraudulent Transfers (Civ. Code § 3439.04(a)(2)(A), (B))**

10 Tessie will demonstrate that Defendant Mohsen Loghmani, a judgment debtor to Tessie,
11 transferred assets—specifically, the Subject Property and/or funds used to purchase, improve, and
12 maintain the same—to Defendant Mahshid Loghmani without receiving a reasonably equivalent
13 value in exchange for the transfer, and Mohsen Loghmani either: (A) was engaged or was about to
14 engage in a business or a transaction for which the remaining assets of the debtor were unreasonably
15 small in relation to the business or transaction; and/or (B) intended to incur, or reasonably should
16 have believed that he would incur, debts beyond his ability to pay as they became due. (Civ. Code §
17 3439.04(a)(2).)

18 Additionally, as to any transfer made after Tessie became a judgment creditor, Tessie will
19 demonstrate that Mohsen Loghmani did not receive reasonably equivalent value in exchange for the
20 transfer and was insolvent at that time or became insolvent as a result of the transfer. (Civ. Code §
21 3439.05; *Meija v. Reed* (2003) 31 Cal.4th 657, 669-70, 3 Cal.Rptr.3d 390.) Tessie will demonstrate
22 Mohsen Loghmani’s insolvency by demonstrating either that: (1) at fair valuations, the sum of
23 Mohsen Loghmani’s debts is greater than all of Mohsen Loghmani’s assets; and/or (2) Mohsen
24 Loghmani is generally not paying his debts as they become due, and thus is presumed to be an
25 insolvent person. (Civ. Code § 3439.02(a), (c).)

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1 **Claim 3: Express Trust**

2 Tessie will demonstrate that Defendants Mohsen Loghmani transferred assets—specifically,
3 the Subject Property and/or funds used to purchase, improve, and maintain the same—with the
4 express agreement that Mohsen Loghmani would retain equitable interest in the same. (*Fidelity*
5 *Nat'l Title Ins. Co. v. Schroeder* (2009) 179 Cal.App.4th 834, 848, 101 Cal.Rptr.3d 854, 864.)

6 **Claim 4: Resulting Trust**

7 Tessie will demonstrate that Defendants Mohsen Loghmani transferred assets—specifically,
8 the Subject Property and/or funds used to purchase, improve, and maintain the same—under
9 circumstances showing that Mohsen Loghmani intended to retain an equitable interest in the same.
10 (*Fidelity Nat'l Title Ins. Co. v. Schroeder* (2009) 179 Cal.App.4th 834, 848, 101 Cal.Rptr.3d 854,
11 864.)

12 **IV. ANTICIPATED PRIMARY LEGAL ISSUES**

13 Defendants will seek to assert that they divorced in 1981 under the misguided belief that this
14 defeats Tessie's claims. This is a red herring. Even if Defendants could introduce competent,
15 admissible evidence of such a divorce, this is of no consequence. First, Defendants' newly-
16 developed divorce claim is contradicted by a wealth of contrary evidence, principally representations
17 to the contrary by Defendants themselves (under oath), and precluded by admissions in discovery.

18 Regardless of whether Defendants are married, the analysis under Plaintiff's fraudulent
19 conveyance and trust claims is the same. Whether married or not, Mohsen Loghmani transferred
20 assets to Mahshid Loghmani with the intent to defraud Tessie. (Civ. Code § 3439.04(a)(1).)
21 Whether married or not, Mahshid Loghmani took legal title to a property that Defendants intended
22 Mohsen Loghmani to have an equitable interest in. (*Fidelity Nat'l Title Ins. Co. v. Schroeder* (2009)
23 179 Cal.App.4th 834, 848, 101 Cal.Rptr.3d 854, 864.)

24 Indeed, Defendants' newly-asserted divorce makes their conduct *more* fraudulent, not less.
25 Virtually every document executed by Defendants in connection with the acquisition of the Subject
26 Property identifies Defendants as married. If Defendants are not married, then Defendants' use of
27 Mohsen Loghmani's funds to purchase and improve the real estate is simply fraud.

1 **V. RELIEF CLAIMED**

2 Plaintiff seeks the following relief pursuant to its fraudulent conveyance claims: (1)
3 avoidance of the transfer of the Subject Property; (2) execution of the Subject Property to satisfy
4 Plaintiff's Underlying Judgment; (3) an Order declaring the Underlying Judgment a lien on the
5 Subject Property; (4) damages against Mahshid Loghmani in the amount of the value of the assets
6 transferred; and/or (5) punitive damages against Defendants. (Civ. Code § 3439.07(a)(1), (c); Civ.
7 Code § 3439.08(b).)

8 Plaintiff's trust claims seek a finding that Mohsen Loghmani has an equitable interest in the
9 Subject Property and ordering Defendant Mahshid Loghmani to convey the same to Mohsen
10 Loghmani. Plaintiff thereafter seeks execution of the Subject Property to satisfy Plaintiff's
11 Underlying Judgment.

12 Plaintiff also seeks costs of suit.

13 **VI. ANTICIPATED EVIDENTIARY ISSUES**

14 A. Defendants Should Not Be Permitted to Relitigate the Underlying Judgment

15 Defendants have signaled an intention to attempt to use the trial in this action to get a “do-
16 over” on Mohsen Loghmani's liability to Tessie. This intention is evident from, *inter alia*, the fact
17 that much of Defendants' discovery requests related to facts and allegations tried and decided in the
18 Underlying Action.

19 Defendants should not be permitted to retry the Underlying Action. Defendant Mohsen
20 Loghmani's appeal of the Underlying Judgment has been resolved, and Tessie's judgment creditor
21 status is now beyond challenge.

22 B. Defendants Should Not Be Permitted to Disparage Tessie or Tessie's Counsel

23 Defendant Mohsen Loghmani routinely uses court appearances and pleadings as a platform
24 to rail against Tessie and the undersigned with malicious, disparaging attacks. Defendants' exhibit
25 list, a draft of which was provided to Plaintiff on November 19, 2014, reveals that Defendants intend
26 to continue this trend at trial:

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- 1 • Exhibit 142 is entitled, “Attorney J.J. Little (Crooked Attorney) History of
- 2 Misconduct.”
- 3 • Exhibit 137 is entitled, “Loghmani Letter to David Demerjian (Head Deputy D.A.)
- 4 Re: Fraud and Corruption of ‘Tessie Cleveland Community Services Corporation.’”
- 5 • Exhibit 124 is entitled, “Complaint – Karlton C. Davis v. Tessie BC470347” and
- 6 relates to a separate litigation that has no connection to this Action.

7 Defendants should not be permitted to disparage Tessie or its counsel. Such conduct is not
8 relevant, prejudicial, and simply is a waste of time and resources.

9 *C. Tessie’s Properly Subpoenaed Defendants’ Bank Records*

10 Tessie has obtained various bank records that confirm that Defendants funneled Mohsen
11 Loghmani’s funds into the Subject Property. These records were obtained via subpoenas during
12 discovery in this Action.

13 Defendants have repeatedly asserted, without any factual or legal basis, that Tessie’s
14 subpoenas were somehow “illegal” and, therefore, the bank records should be inadmissible. In fact,
15 Defendant Mohsen Loghmani has erroneously asserted on numerous occasions that the Court has
16 already ordered such evidence excluded. Of course, the Court has never made any such order.

17 In fact, Tessie’s subpoenas were timely, proper, and *drew no objection from Defendants*.
18 Defendants were served copies of the subpoena in advance. Further, because the subpoenas sought
19 consumer records, Defendants received Notices to Consumer for each subpoena. These consumer
20 notices informed Defendants of their right to object and/or seek a protective order. Finally, each
21 bank separately sent Defendants notices informing them of the impending document production
22 unless Defendants timely objected. Defendants never did so.

23 Nor would Defendants have had any basis to do so. Critically, the subpoenas were timely
24 because they called for the production of records prior to the discovery cutoff. Code of Civ. Proc. §
25 2024.010 [“As used in this chapter, discovery is considered completed on the day a response is due
26 or on the day a deposition begins.”]. Prior to the Court continuing the trial, this action was initially
27 set for trial on November 10, 2014. Based thereon the discovery cutoff was October 13, 2014. *See*
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1 Code of Civ. Proc. §§ 2017.010, 2016.060 [“When the last day to perform or complete any act
2 provided for in this title falls on a Saturday, Sunday, or holiday . . . the time limit is extended until
3 the next court day closer to the trial date.”]. Each of the subpoenas demanded production prior to
4 October 13, 2014.

5 Therefore, there is nothing improper, illegal, or defective about Tessie’s subpoenas, and the
6 documents obtained therein are admissible. Further, Defendants waived any objection by failing to
7 assert the same despite numerous opportunities and warnings to do so.

8 D. Evidence of Defendants’ Prior Fraud and Perjury Is Admissible Under Evidence Code
9 Section 1101

10 Defendants’ effort to obscure Mohsen Loghmani’s interest in the Subject Property is one part
11 of Defendants’ plan to defraud Tessie. The Underlying Judgment includes a finding of fraudulent
12 misrepresentation against Mohsen Loghmani. After this fraud finding by the jury in the Underlying
13 Action, Mohsen Loghmani filed for bankruptcy. However, Mr. Loghmani was denied a discharge
14 by the United States Bankruptcy Court on the grounds that he concealed property with the intent to
15 hinder, delay, or defraud creditors, and knowingly and fraudulently made a false oath in connection
16 with the bankruptcy. Mahshid Loghmani and Mohsen Loghmani also attempted to transfer
17 numerous properties out of their name to their friends and family just prior to the bankruptcy filing,
18 all in an effort to conceal assets, just like with the Subject Property.

19 Ordinarily, “evidence of a person’s character or a trait of his or her character (whether in the
20 form of an opinion, evidence of reputation, or evidence of specific instances of his or her conduct) is
21 inadmissible when offered to prove his or her conduct on a specified occasion.” (Cal. Evid. Code §
22 1101(a).) However, this prohibition on character evidence does not prohibit “evidence that a person
23 committed a crime, civil wrong, or other act when relevant to prove some fact (such as motive,
24 opportunity, intent, preparation, plan, knowledge, identity, absence of mistake or accident...) other
25 than his or her disposition to commit such an act.” (*Id.* § 1101(b).)

26 Thus, for example, in *Rufo v. Simpson* (2001) 86 Cal.App.4th 573, 584-85, OJ Simpson
27 argued that the trial court erred in admitting evidence of five instances of Simpson’s prior abuse of
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1 his wife. He argued that “the evidence showed nothing more than bad character or a propensity for
2 violence, which is inadmissible under Evidence Code section 1101, subdivision (a).” The Court
3 disagreed, finding that the evidence was admissible under Evidence Code 1101(b) because it was
4 relevant to “motive, intent, and identity.” (*Id.* at 585-86.)

5 Similarly, “evidence of *repeated instances of similar conduct* may show a ‘habit or custom’
6 to act in a particular manner (as distinguished from a mere propensity). Habit or custom evidence is
7 generally admissible.” (Cal. Prac. Guide Civ. Trials & Ev. (Rutter Guide) ¶ 8:2902; see *id.* at ¶
8 8:2912.) For instance, in *Sprague v. Equifax, Inc.* (1985) 166 Cal.App.3d 1012, the trial court
9 admitted evidence of defendant/appellants’ business practice of obtaining for insurance companies
10 adverse information about insureds, other than plaintiff. The appellate court upheld the admission of
11 the evidence as relevant to show “company motives in arranging for medical examinations of
12 disabled insureds, and also was relevant to the issues of intent, motive, knowledge, and plan,
13 relevant to the conspiracy alleged by plaintiff to fraudulently terminate his benefits.” (*Id.* at 1032-
14 34; see *Pistorius v. Prudential Ins. Co. of America* (1981) 123 Cal.App.3d 541, 557 [In an insurance
15 “bad faith” action, evidence of the insurer’s unreasonable denial of other claims was admissible to
16 refute its claim it had no intention to commit any wrong “and to confirm that it was defendant’s
17 practice . . . to see if a policyholder would complain.”].)

18 Evidence related to Defendants’ fraudulent conduct with respect to Tessie, including, *inter*
19 *alia*, the fraud verdict and bankruptcy denial of discharge, is admissible because it is relevant to
20 prove Defendants’ motive, intent, and plan.

21 The evidence is further admissible to attack the credibility of Defendants as witnesses.
22 Evidence Code Section 1101(c) states, “Nothing in this section affects the admissibility of evidence
23 offered to support or attack the credibility of a witness.” There have been two specific findings of
24 fraud against Mr. Loghmani. First, the jury in Tessie’s lawsuit against Loghmani awarded Tessie
25 \$242,695.45 on a claim against Loghmani for intentional misrepresentation. (Trial Exhibit 76,
26 Special Verdict Form, p. 47-48.) As part of this verdict, the jury made specific findings that
27 Loghmani made representations to Tessie that he knew to be false. Second, as discussed above
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1 Loghmani’s bankruptcy was dismissed upon a finding by the bankruptcy court that Loghmani
2 concealed assets and made false statements under oath. (Trial Exhibit 10, Notice of Order Denying
3 Discharge; *see* 11 U.S.C § 727(a)(2)(A) [“The court shall grant the debtor a discharge, unless the
4 debtor, with intent to hinder, delay, or defraud a creditor or an officer of the estate charged with
5 custody of property under this title, has transferred, removed, destroyed, or concealed, or has
6 permitted to be transferred, removed, destroyed, mutilated, or concealed property of the debtor,
7 within one year before the date of the filing of the petition.”], 727(a)(4)(A) [“The court shall grant
8 the debtor a discharge, unless the debtor knowingly and fraudulently, in or in connection with the
9 case made a false oath or account.”].) Evidence of these findings of fraud is thus admissible to
10 attack Defendants’ credibility as witnesses.

11 *E. Discovery sanctions should issue against Defendants such that they are precluded from*
12 *introducing at trial any documents, testimony or other evidence in support of their claim that*
13 *no part of Subject Property was paid for by Mr. Loghmani and that he has no collectable*
14 *interest therein.*

15 In their defense, Mr. and Mrs. Loghmani claim that the Subject Property is titled in Mrs.
16 Loghmani’s name alone and that Mr. Loghmani has at no time paid a single penny towards the
17 mortgage payments, taxes and/or upkeep in connection therewith. Specifically, Mrs. Loghmani
18 claims that she purchased the Subject Property in 2008 by making a \$65,000 down payment thereon
19 (which down payment she further claims to have received from an inheritance), and that all
20 subsequent payments of the mortgage, taxes and upkeep have come from monies loaned to her by
21 one or more of her children.

22 As part of its discovery effort, Tessie sought repeatedly to secure any and all documents that
23 either Mr. and/or Mrs. Loghmani had in support of these claims, in addition to seeking Mrs.
24 Loghmani’s testimony with respect to these alleged payments, as well as the sources thereof;
25 however, at each and every turn, Mr. and Mrs. Loghmani both engaged in every effort imaginable to
26 thwart Tessie’s discovery efforts in this regard. For example, Mrs. Loghmani’s deposition was
27 properly noticed (with an attached request for production of documents) for October 6, 2014;
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1 however, Mrs. Loghmani failed to appear for her deposition, claiming to be “out of the country”. As
2 a result of this tactic, Tessie was forced to file a motion to compel Mrs. Loghmani’s deposition and
3 the production of her documents.

4 On October 27, 2014, this Court granted Tessie’s motion to compel Mrs. Loghmani’s
5 deposition by ordering that it occur on or before November 14, 2014. And, while the Court declined
6 to compel Mrs. Loghmani to produce the documents requested by Tessie (which sought proof of the
7 payments claimed by Mrs. Loghmani as well as their source), the Court did state that it would
8 consider issuing discovery sanctions against any party that failed to cooperate therewith.

9 Mrs. Loghmani’s deposition went forward on November 14, 2014, as Ordered by the Court;
10 however, Mr. Loghmani (who is not an attorney and who was not and could not have been
11 representing his wife) unilaterally terminated that deposition the moment Tessie’s counsel sought to
12 inquire as to the existence of any documents evidencing the payments Mrs. Loghmani claims to have
13 made in connection with the subject property, including the source thereof.

14 As a result of such game playing, the Loghmani’s once again were successful in their efforts
15 to prevent Tessie from securing any documents, testimony, and/or other such evidence which in any
16 manner confirmed or refuted the existence of Mrs. Loghmani having made the payments on the
17 property as she claimed. Significantly, to date, the Loghmani’s have produced no documents or other
18 evidence which in any manner collaborates their claim that the Subject Property is owned solely and
19 exclusively by Mahshid Loghmani, such that it is not subject to collection by Tessie’s judgment.

20 The trial in this matter was originally scheduled to commence on November 24, 2014. On
21 November 20, 2014, Tessie filed an *ex parte* application with this court seeking “evidentiary
22 sanctions” against the Loghmani’s as a result of their repeated efforts to prevent Tessie from
23 securing any documents, testimony and/or other evidence regarding the payments which Mrs.
24 Loghmani claims to have made with respect to the Subject Property. Specifically, Tessie asked that
25 the Loghmani’s be prohibited from introducing at trial: (a) “any documents that [have] not been
26 previously produced...”; and, (b) any testimony and/or evidence of the existence or contents of any
27 document that has not been previously produced...”. As the Court was then engaged in another trial
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1 which precluded the Tessie trial from going forward on November 24, 2014, as originally scheduled,
2 the Court vacated the November 24th trial date, rescheduled the trial to commence on December 8,
3 2014, and put over for hearing on December 8th Tessie’s motion for evidentiary sanctions.

4 Based on the foregoing, as well as the papers and pleadings already on file with the Court
5 with respect to Tessie’s request for evidentiary sanctions, Tessie asks that the evidentiary sanctions
6 detailed above be imposed on the Loghmani’s.

7 **VII. RELIEF REQUESTED BY TESSIE**

8 In the event this Court determines that Mr. Loghmani has fraudulently conveyed the Subject
9 Property (and/or a portion thereof) to his wife in violation of the Uniform Fraudulent Transfer Act,
10 Tessie requests, *inter alia*, that: (a) the Subject Property be reconveyed to Mr. Loghmani; (b) the
11 Court Order the Subject Property (and/or Mr. Loghmani’s interest therein) sold to satisfy the amount
12 of Tessie’s judgment (and/or a portion thereof); and (c) the Court award Tessie such other and
13 further relief as it deems appropriate and warranted, according to proof, including, but not limited to,
14 all consequential and other damages sustained by Tessie as a direct and proximate result of Mr.
15 Loghmani’s conduct and/or that of his wife, Mahshid Loghmani. Finally, Tessie hereby further
16 respectfully requests that this Court award Tessie punitive damages against the Loghmanis, again
17 according to proof.

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19 Respectfully submitted,
20 J.J. LITTLE & ASSOCIATES, P.C.

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22
23 Dated: December 2, 2014

24 By: _____
25 James J. Little
26 Attorney for Plaintiff
27 Tessie Cleveland Community Services Corp.
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PROOF OF SERVICE – (1013A, 2015.5 C.C.P.)

I am over the age of 18 years and am employed at 13763 Fiji Way, Suite EU-4, Marina del Rey, California 90292.

On December 2, 2014, I served the foregoing document(s) entitled **PLAINTIFF TESSIE CLEVELAND COMMUNITY SERVICES CORP.’S TRIAL BRIEF** on the interested parties in this action, addressed as follows:

Moshen Loghmani
Mahshid Loghmani
8212 Laurel Canyon Boulevard
North Hollywood, California 91605

BY E-MAIL

BY U.S. MAIL: I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses noted above. I placed the envelopes 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. The envelopes were placed in the mail at Los Angeles, California.

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 noted above. 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.

BY FACSIMILE: Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers noted above. 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.

BY PERSONAL SERVICE: I caused a true copy of the foregoing documents to be delivered to the address of the addressee listed above.

BY ELECTRONIC SERVICE: 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 persons at the electronic notification addresses noted above.

I declare, under penalty of perjury, under the laws of the State of California, that the above is true and correct. Executed on December 2, 2014, at Marina del Rey, California.



Priscilla Tesillo