

USDC SCAN INDEX SHEET



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3:04-CV-01469 CARLOCK V. 2151 HOTEL CIRCLE

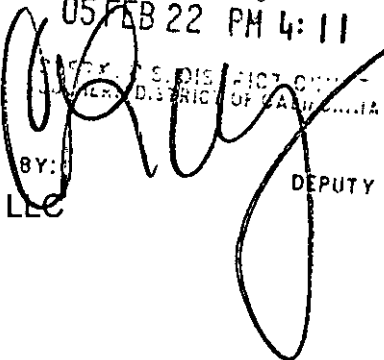
\*18\*

\*REQ.\*

1 NORTON ADAMS & DOWNEY L.L.P.  
2 William A. Adams, Esq. CSBN. 135035  
3 525 B Street, Suite 1500  
4 San Diego, California 92101  
Ph: (619) 233-8200  
Fx: (619) 231-7595

FILED

05 FEB 22 PM 4:11

U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
BY:  DEPUTY

5 Attorney for Defendants: 2151 HOTEL CIRCLE SOUTH, LLC

6  
7  
8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA  
10

11 GAYNOR CARLOCK

Case No. '04 CV 1469 LAB (AJB)

12 Plaintiff,

13 vs.

DEFENDANT'S REQUEST FOR ORDER  
TO SHOW CAUSE RE REIMBURSEMENT  
OF SETTLEMENT PAYMENT AND  
ATTORNEY FEES; DECLARATION OF  
WILLIAM A. ADAMS

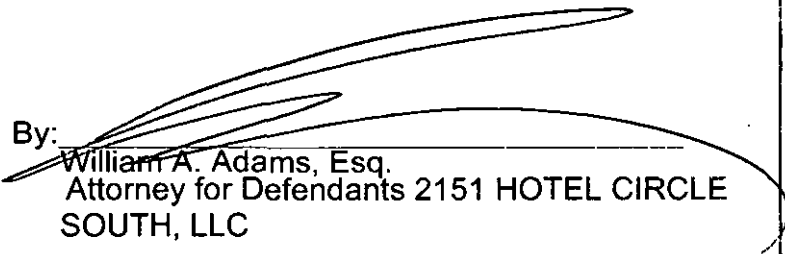
14  
15 2151 HOTEL CIRCLE SOUTH, LLC;  
16 and DOES 1-10, Inclusive,

17 Defendant.  
18  
19

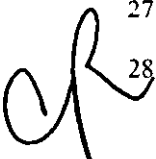
20 Defendant 2151 HOTEL CIRCLE SOUTH, LLC dba RAMADA PLAZA HOTEL  
21 (hereinafter "Defendant") hereby respectfully requests that an Order to Show Cause be  
22 calendared to determine if Plaintiff Gaynor Carlock submitted a false declaration upon  
23 which settlement payment was conditioned.

24 Date: February 22, 2005

NORTON ADAMS & DOWNEY, LLP

25  
26  
27 By:   
28 William A. Adams, Esq.  
Attorney for Defendants 2151 HOTEL CIRCLE  
SOUTH, LLC

NORTON ADAMS & DOWNEY L.L.P.  
525 B Street, Suite 1500  
San Diego, California 92101  
Ph: (619) 233-8200  
FAX: (619) 231-7595



**DECLARATION OF WILLIAM A. ADAMS**

1  
2  
3 1) A condition precedent of the settlement payment in this case was receipt by  
4 Defendant of a declaration executed by Plaintiff Gaynor Carlock attesting to being a  
5 bona fide customer of the Defendant's restaurant. In fact, at the Early Neutral  
6 Evaluation Conference, Hon. Magistrate Judge Battaglia wrote down the material terms  
7 of said declaration. Attached as Exhibit 1 hereto is the Settlement and Release  
8 Agreement executed in this case. The relevant provision is Section 2.1 thereof. [Id.]

9 2) Because Plaintiff was excused from appearing at the ENE Conference, Plaintiff's  
10 counsel agreed to thereafter provide Defendant with said declaration. After much  
11 delay, Defendant was finally provided with a declaration purported be executed by  
12 Plaintiff. Attached as Exhibit 2 hereto is the Declaration of Gaynor Carlock, which was  
13 provided to my by the office of Plaintiff's counsel.

14 3) I was recently made aware of various documents in other cases, which were  
15 purportedly signed by Plaintiff Carlock. Attached as Exhibits 4-5 are the signature  
16 pages of two of the documents provided to me containing Mr. Carlock's purported  
17 signature. These documents display widely varying signature styles. This information  
18 caused me to research my own files concerning lawsuits in which Mr. Carlock was a  
19 plaintiff. Upon review of the aforementioned declaration, it appeared to contain a  
20 signature that is one of the most dissimilar, at least to this untrained eye. [Exhibit 1]  
21 Attached Exhibit 3 is the Consent to Jurisdiction also purportedly signed by Plaintiff  
22 Carlock. Mr. Carlock's signature thereon is also different from the signature on the  
23 Declaration.

24 4) Accordingly, request is hereby made that an Order to Show Cause be  
25 calendared to determine the validity of the signature on the Declaration and other  
26 documents in this case; to determine if Plaintiff and his Counsel should return the  
27 Settlement Payment; and to determine if Plaintiff should be ordered to reimburse  
28

1 Defendant for his attorney fees and costs as provided in the Settlement Agreement or  
2 under Federal Rule of Civil Procedure 11.

3 5) Notably, a similar matter concerning Plaintiff's counsel is currently under  
4 consideration by Hon. Judge Lorenz, pursuant to an Order to Show Cause hearing held  
5 on January 31, 2005. During the Order to Show Cause hearing, Plaintiff's counsel  
6 admitted a false signature but explained that it was an isolated incident based on  
7 extenuating circumstances. Due to the similarity of the matters, it is requested that this  
8 matter be referred to Judge Lorenz for a ruling.

9 I declare under penalty of perjury under the laws of the State of California and of  
10 the United States of America that the foregoing is true and correct.

11  
12  
13 Date: February 22, 2005

14 By: 

15 William A. Adams  
16  
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27  
28

NORTON ADAMS & DOWNNEY LLP  
525 F Street, Suite 1500  
San Diego, California 92101  
Ph: (619) 233-8200  
Fax: (619) 231-7595

LEGAL DIMENSIONS  
800-535-7753

## SETTLEMENT AGREEMENT AND RELEASE IN FULL

This Settlement Agreement and Release in Full ("Agreement") is between GAYNOR CARLOCK, ("Plaintiff") on the one hand, and 2151 HOTEL CIRCLE SOUTH, LLC (hereinafter referred to as "Defendant") on the other hand. Plaintiff and Defendants are collectively referred to as "the Parties."

### SECTION 1 - RECITALS

1.1 Plaintiff has filed a lawsuit, captioned GAYNOR CARLOCK ("Plaintiff"), versus 2151 HOTEL CIRCLE SOUTH, LLC, and DOES 1 THROUGH 10, Inclusive, Case No. '04 CV 1469 LAB (AJB) in the United States District Court for the Southern District of California (the "Action"), alleging that certain aspects of the RAMADA PLAZA HOTEL located at 2151 Hotel Circle South, San Diego, California 92108, owned and/or operated by Defendant (the "Facility"), violates the accessibility requirements of Title III of the Americans With Disability Act ("ADA"), and applicable California state laws and regulations (collectively the "ADA laws").

1.2 Except for the claims made by Plaintiff in the Action, Plaintiff has not made any other complaints concerning the Facility.

1.3 After considering the substantial expense and uncertainty associated with the Action, the Parties desire to settle all claims and disputes Plaintiff may have with the "Released Parties"<sup>1</sup> relating to the Facility for valuable consideration. That desire manifests itself by concluding all pending litigation between the Parties relating to the Facility without admitting liability.

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<sup>1</sup> The "Released Parties" shall collectively include Defendants 2151 HOTEL CIRCLE SOUTH, LLC, and DOES 1-10 inclusive and any other entity (present, future, or former), known or unknown, whom Plaintiff might claim to be liable for the Facility.

Examples of these entities include licensees, lessors, lessees, franchisees, predecessors, subsidiaries, divisions, affiliates, individuals, firms, insurance companies, reinsurance companies and third-party administrators.

1.4 Therefore, without admitting liability, the Parties agree to resolve all of Plaintiff's claims and disputes against the Released Parties relating to the Facility in consideration for the following terms set forth in this Agreement.

## SECTION 2 SETTLEMENT AND PAYMENT

2.1 Payment by Defendant to Plaintiff. Defendants shall pay to Plaintiff the total sum of seven thousand five hundred dollars (\$7,500.00) ("Settlement Payment"). The Settlement Payment will be payable upon full execution of the Settlement Agreement. The foregoing notwithstanding, Defendant will be excused from the obligation to make the foregoing payment and from making facility modifications if Plaintiff fails to timely provide Defendant a declaration signed under the penalty of perjury showing that he was a bona fide customer of the Facility and as otherwise agreed to before U.S. Magistrate Judge Battaglia on or about November 19, 2004.

2.2 This settlement payment shall be made payable to the Roy L. Landers Trust Account (Federal Taxpayer Identification Number 33-0586518).

This Settlement Payment compensates Plaintiff for all claims made within in the Complaint including any alleged personal, physical, emotional and/or mental injuries suffered.

2.2 Tax Liability. Plaintiff takes complete responsibility for any tax liability from the receipt of any settlement monies under this Agreement. Plaintiff further agrees to indemnify, defend and hold Defendants and their successors, subsidiaries, affiliates and related entities harmless from any claim or liability for such taxes, penalties and/or interest are assessed by the U.S. Internal Revenue Service or any other taxing authority.

2.3 Facility Compliance. Plaintiff, through his counsel, has reviewed the Defendants' proposed modifications to the Facility during the Early Neutral Evaluation Conference. Plaintiff has determined that Facility now complies with, or is being modified to comply with, all

applicable disabled access laws. Plaintiff agrees that the Facility is subject to the "readily achievable" standard and that this Agreement shall in no way constitute an admission, nor evidence, that Defendant had at any time failed to remove access barriers to the extent readily achievable. Plaintiff expressly waives any claims for any further alterations to the Facility that could have been brought prior to the effective date of this Agreement.

2.4 Full Release of Claims for Costs and Attorney's Fees. Plaintiff, Plaintiff's counsel, and the Law Firm of Roy L. Landers agree that the Settlement Payment resolves any claims for attorney's fees and costs relating in any way to this Action.

### **SECTION 3 – PLAINTIFF'S RELEASE AS TO DEFENDANTS AND OTHERS**

3.1 Release in Full. In consideration for the Settlement Payment, and the terms contained within this Agreement, Plaintiff, and those acting on Plaintiff's behalf (including without limitation heirs, beneficiaries, representatives, executors, administrators, successors, agents and assigned), shall forever release the Released Parties for all claims, actions, causes of action, debts, damages, and demands, currently known or unknown, foreseeable or unforeseeable, that plaintiff now has or may have had, on behalf of himself at any time prior to and including the date of the full execution of this Agreement.

This release includes attorney's fees and costs incurred in relation to the Action, except for any such fees and costs incurred in any action concerning a breach of this Agreement, and any claims (known or unknown) against the Released Parties for acts and omissions that occurred at the Facility.

3.2 Examples of Release. Examples of claims released by Section 3.1 include physical or mental injury, pain and suffering, prejudgment interest, compensatory damages, punitive and exemplary damages, injunctive relief, insurance and/or reinsurance coverage, benefits,



premiums, or medical expenses for treatment Plaintiff may have received, or may receive in the future; this list is not exhaustive.

However, excluded from this Agreement are claims that cannot be waived by law.

3.3 Civil Code Section 1542 Waiver. Plaintiff expressly waives the rights provided under California Civil Code Section 1542, which states that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR.

Plaintiff understands the significance and consequence of a California Civil Code Section 1542 waiver, and hereby assumes full responsibility for any damages or losses caused by this waiver.

3.4 Covenant Not to Sue. Plaintiff and those acting on behalf of Plaintiff (including, without limitations, heirs, beneficiaries, representatives, executors, administrators, successors, and assigneds), agree not to file lawsuits or administrative complaints for any claims related to the Facility, which occurred prior to the execution of this Agreement and for the twelve months thereafter (the renovations period of paragraph 2.3 above) except for the limited purpose of enforcing this Agreement. Any lawsuit or administrative complaint that violates this section shall constitute a breach of this Agreement, and entitle the Released Parties to all relief available under the law.

3.5 Dismissal of the Action. Within five (5) business days of receiving the Settlement Payment, Plaintiff's counsel shall execute, and send to Defendants counsel, a Notice of Dismissal with prejudice for the entire Action.

3.6 Full and Knowing Waiver. Each party consulted with an attorney, and executing this Agreement with a complete understanding of its legal effect. The Parties understand that executing this Agreement expressly waives all of the aforementioned rights, and binds them to the terms of this Agreement.

3.7 Scope The terms of this Agreement shall only apply to the Facility.

#### **SECTION 4 – WARRANTIES**

4.1 Capacity of the Parties. The Parties warrant that each has the full power, capacity, and authority to enter into this Agreement, and that no claim, right, demand, action, or cause of action, relating to the Facility was assigned to an entity who is not a party to this Agreement. And further settlement agreements are not necessary to resolve any of the claims (actual or potential) relating to the Facility – including the ones contained within the Action.

4.2 Other Costs and Attorney's Fees. Plaintiff and Roy L. Landers warrant that no counsel (other than Roy L. Landers) is entitled to the Settlement Payment, and Plaintiff will indemnify Defendants for their attorney's fees and costs should any such claim be made.

4.3 Voluntary Action by Parties. The Parties enter into this Agreement knowingly and voluntarily, in order to avoid the expense of continued litigation.

#### **SECTION 5 – DENIAL OF LIABILITY**

5.1 Denial of Liability. The Released Parties deny all allegations contained in the Action. The parties expressly represent, understand and assent that this Agreement is a compromise of disputed claims, and shall not be construed as an admission of liability, wrong doing or responsibility on the part of the Released Parties. Nor shall any acts, omissions, or statements by the Parties be construed as an admission of liability.

Nothing contained in this Agreement shall be admissible evidence in any judicial, administrative, or other legal proceeding (other than a proceeding for breach of this Agreement).

Nothing in this Agreement shall constitute a bar to a claim by Defendant for restitution, rescission or damages if Plaintiff or his counsel is subsequently determined, in any official proceeding or investigation, to have engaged in unethical, improper or illegal conduct in bringing this or similar lawsuits.

### **SECTION 6 – GENERAL PROVISIONS**

6.1 Entire Agreement. This Agreement constitutes the entire agreement by the Parties hereto with respect to all of the matters discussed herein, and supersedes all prior or contemporaneous discussion, communication, or agreements, expressed or implied, written or oral, by or between the parties.

6.2 Governing Law. This Agreement shall be interpreted and governed according to the laws of the State of California.

6.3 Venue. The Parties to the Agreement respectfully agree that the only proper venue for any action arising out of a reach of this Agreement shall be the United States District Court for the Southern District of California.

6.4 Binding on Successors. The provisions of the Agreement shall be binding upon, and shall inure to the benefit of the successors, assigns, heirs, executors, and administrators of the respective Parties.

6.5 No Amendment Without a Writing. The Parties agree that this Agreement shall not be amended, unless that amendment is made in writing and signed by each party.

6.6 Waiver. The waiver of a breach of this Agreement, shall not be construed as a waiver of any subsequent breach.

6.7 Severability. The paragraphs and provisions of this Agreement are severable; if any paragraph or provision is found unenforceable, the remaining paragraphs and provisions shall remain in full effect.

6.8 Construction. The Parties acknowledge that their respective attorneys have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

6.9 Effective Date. This Agreement shall become effective and enforceable on the date executed by Plaintiff.

6.10 Counterparts: Enforceability by Parties. This Agreement may be executed in counterparts, and authentic facsimile signatures shall be deemed to be original signatures for all purposes. This Settlement Agreement shall be enforceable by any Party in the lawsuit, whether or not a signor of the Agreement.

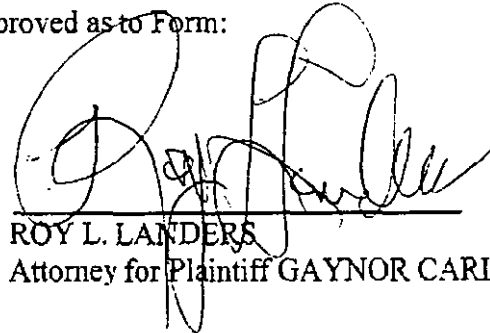
IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date specified below.

Plaintiff :

Dated: 1/6/05

  
GAYNOR CARLOCK

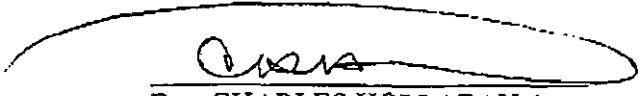
Approved as to Form:

By:   
ROY L. LANDERS  
Attorney for Plaintiff GAYNOR CARLOCK

Defendant:

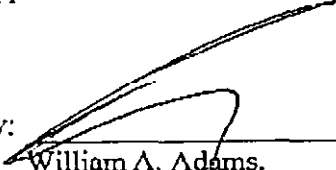
2151 HOTEL CIRCLE SOUTH,  
LLC dba RAMADA PLAZA  
HOTEL

Dated: 12-23-04



By: CHARLES HOLLADAY, its  
General Manager

Approved as to Form:

By: 

William A. Adams,  
Norton, Adams, & Downey, LLP  
Attorneys for Defendant 2151 HOTEL CIRCLE SOUTH, LLC

LEGAL DIMENSIONS  
800-535-7753

1 ROY L. LANDERS, BAR #64920  
 2 LaTOYA S. REDD (BAR #218342)  
 3 LAW OFFICES OF ROY L. LANDERS  
 7840 MISSION CENTER COURT, SUITE 101  
 4 SAN DIEGO, CALIFORNIA 92108  
 Tel: 619-296-7898  
 Fax: 619-296-5611

5 Attorneys for Plaintiff, Gaynor Carlock

6  
 7  
 8 UNITED STATES DISTRICT COURT  
 9 SOUTHERN DISTRICT OF CALIFORNIA

11 GAYNOR CARLOCK,

12 Plaintiff,

13 vs.

14 2151 HOTEL CIRCLE SOUTH, LLC; and  
 15 Does 1-10, Inclusive,

16 Defendants.

Case No.: 04 CV- 1469 LAB (AJB)

DECLARATION OF GAYNOR CARLOCK

17 I, Gaynor Carlock declare:

18 1. I am the plaintiff in this action and have personal knowledge of the matters asserted within this  
 19 Declaration and if called upon to could competently testify as to the truth and veracity of the  
 20 matters asserted herein.

21 2. That prior to and on or about November 19, 2004 I frequented the premises of 2151 Hotel  
 22 Circle South, LLC as a patron. I enjoy karaoke and have visited the premises for that purpose in  
 23 the past. My concerns regarding the facility and its alleged ADA violations occurred during these  
 24 visits.

25 I declare under penalty of perjury that the foregoing is true and correct. Executed this  
 26 21 day of December 2004 at San Diego, California

27  
 28   
 Declarant

LEGAL DIMENSIONS  
800-535-7753



05 FEB 18 PM 2:37

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

GAYNOR CARLOCK,

Plaintiff(s)

CONSENT TO EXERCISE OF SETTLEMENT  
JURISDICTION BY A UNITED STATES  
MAGISTRATE JUDGE AND ORDER OF  
REFERENCE

DEPUTY

v.

2151 HOTEL CIRCLE SOUTH, LLC., et al.,

Defendant(s)

CASE NUMBER: DCV1469 LAB

NUNC PRO TUNC  
FEB 05 2005

CONSENT TO JURISDICTION BY A UNITED STATES MAGISTRATE JUDGE

The parties, having filed this case, by signing terms herein voluntarily consent to the jurisdiction of United States Magistrate Judge Anthony J. Battaglia for a period of \_\_\_\_\_ from the date to decide:  
(1) all disputes regarding settlement terms arising during the proceeding; and (2) all disputes arising out of the terms of the settlement agreement once completed.  
AND that any decision by the Magistrate Judge regarding any such dispute(s), 1 or 2, above, shall be FINAL AND BINDING, WITH NO APPEAL. The intent of the parties is to provide the Magistrate Judge plenary authority to resolve disputes regarding dispute resolution, to reduce the risk of future litigation, minimize expense, and afford a venue for the parties to solve disputes with a minimum of expense.

Signatures

Date

\_\_\_\_\_  
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\_\_\_\_\_  
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Jan 27, 2005  
1-27-2005  
1/31/05  
1/31/05

ORDER OF REFERENCE

IT IS HEREBY ORDERED that this case be referred to the Honorable Anthony J. Battaglia United States Magistrate Judge, for all settlement proceedings and the entry of judgment in accordance with 28 U.S.C. 636(c), FRCP 73 and the foregoing content of the parties.

2-18-05  
Date

\_\_\_\_\_  
Honorable Larry Alan Burns  
United States District Judge

17

1 the Complaint in GAYNOR CARLOCK v. CENTER CUT, et al., and Does 1-10 Inclusive, in  
2 the United States District Court for the Southern District of California, Case No. 02 CV 1787 BTM  
3 (RBB), and which relates to the incident that occurred on or about M AY 7, 2002.


4 SO STIPULATED.

5 IN WITNESS WHEREOF THE UNDERSIGNED PARTIES HAVE READ THE  
6 FOREGOING AND FULLY UNDERSTAND IT.

7  
8 DATED: 12-19, 2002

  
Plaintiff, GAYNOR CARLOCK

9  
10  
11 DATED: 12-19, 2002

LAW OFFICES OF ROY L. LANDERS  
BY:   
ROY L. LANDERS  
Attorney for Plaintiff, GAYNOR CARLOCK

12  
13  
14  
15 DATED: \_\_\_\_\_, 2002

BY: \_\_\_\_\_  
VICTOR MAALOUF

16  
17 DATED: \_\_\_\_\_, 2002

BY: \_\_\_\_\_  
MARIE ILKO

18  
19 DATED: \_\_\_\_\_, 2002

BY: \_\_\_\_\_  
ROBERT C. ILKO

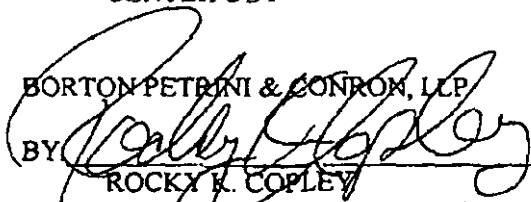
20  
21 DATED: \_\_\_\_\_, 2002

BY: \_\_\_\_\_  
EVA ZIMMERMAN TRUST

22  
23 DATED: \_\_\_\_\_, 2002

BY: \_\_\_\_\_  
CENTER CUT

24  
25  
26 DATED: 12/19, 2002

BORTON PETRINI & CONRON, LLP  
BY:   
ROCKY K. COPLEY  
Attorney for Defendants, CENTER CUT and  
VICTOR MAALOUF

LEGAL DIMENSIONS  
800-535-7753


1 the Complaint in GAYNOR CARLOCK v. CAFÉ LAMAZE, et al, and Does 1-10 Inclusive, in  
2 the United States District Court for the Southern District of California, Case No. 02 CV 1589 B  
3 (LSP), and which relates to the incident that occurred on or about JUNE 10, 2002.

4 **SO STIPULATED.**

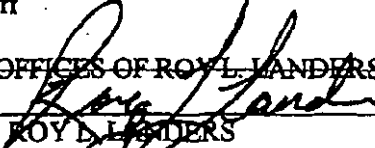
5 **IN WITNESS WHEREOF THE UNDERSIGNED PARTIES HAVE READ THE**  
6 **FOREGOING AND FULLY UNDERSTAND IT.**

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DATED: 10-29, 2002

  
GAYNOR CARLOCK  
Plaintiff

DATED: 10-29, 2002

LAW OFFICES OF ROY L. LANDERS  
BY:   
ROY L. LANDERS  
Attorney for Plaintiff, GAYNOR CARLOCK

CAFÉ LA MAZE, INC., erroneously  
sued as "CAFÉ LAMAZE"

DATED: \_\_\_\_\_, 2002

BY: \_\_\_\_\_

FREDDIE & PENELOPE EVARKIO TRUST

DATED: \_\_\_\_\_, 2002

BY: \_\_\_\_\_

BORTON PETRINI & CONRON, LLP

DATED: \_\_\_\_\_, 2002

BY: \_\_\_\_\_  
ROCKY K. COPLEY  
Attorney for Defendants,

CAFÉ LA MAZE, INC., (erroneously sued as  
CAFÉ LAMAZE) and FREDDIE &  
PENELOPE

///  
///

1 William A. Adams (SBN 135035)  
2 NORTON ADAMS & DOWNEY L.L.P.  
3 525 B Street, Suite 1500  
4 San Diego, California 92101  
5 Ph: (619) 233-8200  
6 Fx: (619) 231-7595

7  
8 Attorney for Defendant:  
9 2151 HOTEL CIRCLE SOUTH, LLC  
10

11 **UNITED STATES DISTRICT COURT**  
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 GAYNOR CARLOCK,

14 Plaintiff,

15 v.

16 2151 HOTEL CIRCLE SOUTH, LLC;  
17 and DOES 1 through 10, Inclusive,

18 Defendants.  
19  
20

Case No. 04 CV 1469 LAB (AJB)

Complaint Filed: July 21, 2004

**PROOF OF SERVICE**

21 ///  
22 ///  
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28 ///

NORTON ADAMS & DOWNEY LLP  
525 B Street, Suite 1500  
San Diego, California 92101  
Ph: (619) 233-8200  
Fax: (619) 231-7595

1 Carlock v. 2151 Hotel Circle South, LLC, et al.  
2 Case No. 04 CV 1469 LAB (AJB)

3 I, William A. Adams, declare as follows:

4 I am over the age of eighteen years, and am not a party to the action. I am employed in  
5 the County of San Diego, California, within which county the subject mailing occurred. My  
6 business address is 525 "B" Street, Suite 1500, San Diego, California 92101.

6 **On February 22, 2005, I served the following documents in the above-captioned matter:**

7 DEFENDANT'S REQUEST FOR ORDER TO SHOW CAUSE RE REIMBURSEMENT OF SETTLEMENT PAYMENT  
8 AND ATTORNEY FEES; DECLARATION OF WILLIAM A. ADAMS

8 **On the following interested parties:**

9  
10 Roy L. Landers, Esq.  
11 Law Offices of Roy L. Landers  
12 7840 Mission Ctr. Ct., Suite 101  
13 San Diego, CA 92108  
14 Counsel for Plaintiff

15 Hon. M. James Lorenz (via courier)

14 **In the following manner:**

- 15 (X) BY MAIL. I placed a true copy of such documents in a sealed envelope for deposit in  
16 the United States mail. I am readily familiar with the firm's practice of collection and  
17 processing of correspondence for mailing with the United States Postal Service, and  
18 that the correspondence shall be deposited with the United States Postal Service this  
19 same day in the ordinary course of business in sealed envelopes with postage  
20 thereon full prepaid, in the United States mail at San Diego, California, in the  
21 ordinary course of business.
- 22 ( ) BY FAX. I delivered a true copy of the above-referenced document or documents by  
23 facsimile transmission to the addressee or addressees listed above.
- 24 ( ) BY PERSONAL SERVICE. I hand-delivered the above-referenced document or  
25 documents to the addressee, or an officer or agent of the addressee at the above-  
26 referenced address.
- 27 ( ) BY EXPRESS MAIL. I caused the above-referenced document or documents to be  
28 deposited in a box or other facility regularly maintained by an express service carrier  
providing overnight delivery.

26 I declare under penalty of perjury under the laws of the State of California and the  
27 United States of America that the above is true and correct. Signed this Tuesday, February 22,  
28 2005, at San Diego, California.

  
William A. Adams