

CHESA BOUDIN (SBN 284577)
District Attorney of San Francisco
EVAN ACKIRON (SBN 164628)
Assistant Chief District Attorney
GABRIEL MARKOFF (SBN 291656)
NIDA VIDUTIS (SBN 306711)
Assistant District Attorneys
White Collar Crime Division
350 Rhode Island Street, Suite 400N
San Francisco, California 94103
Telephone: (628) 652-4240
Email: gabriel.markoff@sfgov.org

GEORGE GASCÓN (SBN 182345)
Los Angeles County District Attorney
HOON CHUN (SBN 132516)
Head Deputy District Attorney
LESLEY KLEIN (SBN 175524)
Assistant Head Deputy District Attorney
CHELSEA BLATT (SBN 265752)
Deputy District Attorney
Consumer Protection Division
211 West Temple Street, 10th Floor
Los Angeles, California 90012
Telephone: (213) 257-2458
Email: lyklein@da.lacounty.gov

Attorneys for the People

Filing Fees Exempt (Gov. Code § 6103)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

POTTER HANDY LLP, MARK POTTER,
RUSSELL HANDY, DENNIS PRICE,
AMANDA LOCKHART SEABOCK,
CHRISTOPHER SEABOCK, PRATHIMA
PRICE, RAYMOND BALLISTER JR., PHYL
GRACE, CHRISTINA CARSON, ELLIOTT
MONTGOMERY, FAYTHE GUTIERREZ,
ISABEL ROSE MASANQUE, BRADLEY
SMITH, TEHNIAT ZAMAN, JOSIE
ZIMMERMAN, and DOES 1-100,

Defendants.

Case No.

**COMPLAINT FOR RESTITUTION,
CIVIL PENALTIES, PRELIMINARY
AND PERMANENT INJUNCTIONS,
AND OTHER EQUITABLE RELIEF**

Business & Professions Code
§ 17200 *et seq.*

1 The District Attorney for the City and County of San Francisco and the District Attorney
2 for the County of Los Angeles, authorized to protect the general public within the State of
3 California from unlawful, unfair, and fraudulent business practices, bring this suit in the name of
4 the People of the State of California. The People hereby allege the following:

5 **SUMMARY OF THE CASE**

6 1. The law firm Potter Handy LLP, dba “Center for Disability Access,” is unlawfully
7 circumventing the California Legislature’s procedural reforms on abusive Unruh Civil Rights
8 Act (“Unruh Act”) disabilities litigation. The firm does so by filing thousands of boilerplate,
9 cut-and-paste federal-court lawsuits that falsely assert its clients have standing under the federal
10 Americans with Disabilities Act (“ADA”). By using false standing allegations to get an ADA
11 injunctive-relief claim into federal court—where the Legislature’s procedural reforms on abusive
12 Unruh Act litigation do not apply—and coupling the federal claim with a state-law Unruh Act
13 claim, Potter Handy is able to avoid those reforms while demanding small businesses pay it the
14 heavy damages available under the Unruh Act.

15 2. Each year, Potter Handy files thousands of boilerplate “ADA/Unruh” lawsuits on
16 behalf of a few repeat plaintiffs (“Serial Filers”) against California small businesses with little
17 regard to whether those businesses actually violate the ADA. These lawsuits are financially
18 onerous, in large part because the Unruh Act (but not its federal counterpart) allows Potter
19 Handy to demand damages of at least \$4,000 per alleged violation. Small businesses,
20 particularly those owned by immigrants and individuals for whom English is a second language,
21 who are often less familiar with the complexities of the American legal system, are rarely able to
22 afford the risk and expense of defending themselves in court. As a result, each year Potter
23 Handy uses ADA/Unruh lawsuits to shake down hundreds or even thousands of small businesses
24 to pay it cash settlements, regardless of whether the businesses actually violate the ADA.

25 3. As the Legislature has stated and codified into statute, the kind of abusive,
26 boilerplate litigation that Potter Handy engages in not only harms small businesses, but also
27 “unfairly taints the reputation of other innocent disabled consumers who are merely trying to go
28 about their daily lives accessing public accommodations as they are entitled to have full and

1 equal access under the state’s Unruh Civil Rights Act[.]” (Code Civ. Proc., § 425.55.)
2 Accordingly, California has repeatedly amended the Unruh Act to impose procedural reforms
3 that prevent exactly this kind of blunderbuss approach to litigation, which benefits no one except
4 the attorneys of Potter Handy. Most notably, between 2008 and 2016 the California Legislature
5 imposed strict new pleading requirements and additional filing fees that only apply to “high-
6 frequency” Unruh Act litigants like Potter Handy’s clients. The Legislature also created the
7 Certified Access Specialist program (“CAsp”), which incentivizes businesses to obtain
8 accessibility inspections and proactively correct ADA violations. These reforms make it difficult
9 or impossible for Potter Handy to bring the vast quantities of boilerplate Unruh Act suits that are
10 its bread-and-butter. While these legislative reforms do not create barriers to honest plaintiffs
11 and attorneys, they simply require too much detail (as well as verification of that detail under
12 penalty of perjury) for unscrupulous firms whose business models rely on the ability to file
13 thousands of boilerplate lawsuits alleging vague, generic violations in order to extract
14 settlements from small businesses.

15 4. However, California’s procedural reforms on abusive Unruh Act litigation only
16 apply to cases filed in *state court*, not to federal court cases. Thus, Potter Handy has opted to
17 circumvent these reforms by bringing ADA/Unruh cases in federal court. By asserting an
18 injunctive-relief ADA claim to invoke federal court jurisdiction and coupling that with an Unruh
19 Act claim so it can demand \$4,000-per-violation damages, Potter Handy has continued with its
20 business model of bombarding California’s small businesses with abusive boilerplate lawsuits,
21 ignoring California’s procedural reforms. As one federal district court has stated, this scheme
22 “ducks the burdens of state law but still reaps its benefits...significantly undermin[ing]
23 California’s efforts to reform Unruh Act litigation.”¹ And as the federal Ninth Circuit Court of
24 Appeals stated in December 2021, in an appeal involving one of Potter Handy’s Serial Filer
25
26

27 ¹ (Order Declining Supplemental Jurisdiction Over Plaintiff’s Unruh Act Claim, *Whitaker v. La*
28 *Conq, LLC* (C.D. Cal., Sept. 20, 2019, No. 2:19-cv-07404).)

cases, “the procedural strictures that California put in place have been rendered largely toothless, because they can now be readily evaded.”²

5. If that were all, this story would end here. But Potter Handy’s boilerplate lawsuits are not clever lawyering that happened to find a hole in a well-intentioned statute. They are able to evade California’s procedural reforms only because they rely on false standing allegations, and their lawsuits are therefore ***unlawful*** under current law. To file cases in federal court, Potter Handy must satisfy the requirements of federal Article III standing in each and every ADA/Unruh case it files. Under federal law, in an ADA/Unruh case alleging that a business has a construction-related defect or physical barrier that violates the ADA, Potter Handy must allege that its client personally encountered an ADA violation at the business, was deterred or prevented from accessing the business because of it, and genuinely intends to return to the business after the barrier is removed.³

6. But actually encountering barriers and returning to businesses after cases end is a time-intensive endeavor, and it is literally impossible for Potter Handy’s Serial Filer clients, at least some of whom are wheelchair-bound, to repeatedly travel to all of the thousands of businesses they sue, especially those that are located hundreds of miles from where they live. Indeed, Potter Handy’s Serial Filers frequently do not personally encounter barriers themselves (often conducting cursory “drive-bys” or having helpers or investigators go to businesses in their place) and they almost never return to the businesses they sue after the cases resolve.

7. Therein lies Potter Handy’s lawbreaking: to keep up the volume of thousands of boilerplate cases necessary to sustain its business model, ***in each case the firm’s attorneys file, they intentionally include and adopt false allegations that the Serial Filer personally encountered a barrier at the business in question, was deterred or prevented from accessing the business because of it, and intends to return to the business after the violation is cured.***

The attorneys of Potter Handy, who are the Defendants in this matter, are well-aware that their

² (*Arroyo v. Rosas* (Dec. 10, 2021) – F.4th –, 2021 U.S. App. LEXIS 36510, at *21, *23.)

³ (*See Chapman v. Pier 1 Imports, Inc.* (9th Cir. 2011) 631 F.3d 939, 953 (en banc).)

1 clients do not personally encounter barriers, are not deterred by them, and have no genuine intent
2 to return to the businesses they sue. However, these attorney Defendants intentionally adopt
3 false standing allegations in each of the Serial Filer cases they file in order to obtain and keep
4 federal court jurisdiction, thereby avoiding the strict procedural reforms on abusive Unruh Act
5 litigation that would apply in state court to make boilerplate litigation impossible.

6 8. In intentionally adopting these false statements in order to get into federal court
7 and avoid California’s Unruh Act reforms, Potter Handy’s attorneys violate California Rules of
8 Professional Conduct 3.1 and 3.3, as well as the State Bar Act, Business and Professions Code
9 section 6128(a) (“Section 6128(a)”), which prohibits an attorney from committing “deceit or
10 collusion, or consent[ing] to any deceit or collusion, with intent to deceive the court or any
11 party.” Each of these provisions applies to attorneys practicing in federal court in California.⁴ A
12 violation of any one of these provisions, each of which is exempt from the litigation privilege,
13 constitutes an unlawful business practice under California’s Unfair Competition Law, Business
14 and Professions Code section 17200 *et seq.* (“UCL”).

15 9. The public record and evidence gathered by the People confirm that Potter
16 Handy’s business practice is to intentionally file cases containing false standing allegations in
17 order to invoke federal jurisdiction. Potter Handy’s Serial Filers have repeatedly testified in
18 depositions, with Potter Handy counsel present, that they do not have standing: they do not
19 return to the businesses they sue or they cannot identify businesses they returned to afterward.
20 Federal courts have awarded attorney’s fees to businesses and sanctioned Potter Handy
21 attorneys, including named partner Russell Handy, for the firm’s bringing of frivolous or false
22 standing allegations. Other federal courts, even without issuing sanctions or awarding attorney’s
23 fees, have thrown out Serial Filer cases for lack of standing, holding that their allegations simply
24 are not credible. Moreover, the astonishing number of cases Potter Handy files on behalf of the
25 Serial Filers—***over 800 federal cases*** on behalf of Serial Filer Orlando Garcia, approximately
26 ***1,700 federal cases*** on behalf of Serial Filer Brian Whitaker, and thousands more on behalf of

27 ⁴ Attorneys practicing in federal courts in California are required to follow the standards of
28 conduct set forth in the State Bar Act and California Rules of Professional Conduct.

Chris Langer, Scott Johnson, Rafael Arroyo, and the various other Serial Filers—make it literally impossible for the Serial Filers to have personally encountered each listed barrier, let alone to intend to return to hundreds of businesses located hundreds of miles away from their homes.

10. Reports from sued businesses corroborate what the depositions, federal court orders, and sheer volume of cases make clear. Business after business interviewed by the San Francisco District Attorney’s Office’s investigators reported being sued for barriers that could not possibly have been encountered by the Serial Filers. For example, while multiple Chinatown businesses were sued for allegedly having inaccessible outdoor dining tables during the early months of 2021, those businesses were open for takeout only during that time and had no dining tables at all—indoor or outdoor. Other businesses reviewed their security camera footage for the months in question and saw that the Serial Filers never went to their businesses at all. Still others were sued for alleged violations that objectively did not exist; for example, one Chinatown business was sued for allegedly having an illegally steep 12.5% ramp to its front door, when in fact the entranceway was nearly flat.

11. Tragically, the human cost of Potter Handy’s fraudulent lawsuits is immense, representing a forced transfer of wealth from those least able to afford it to the pockets of the firm and the attorney Defendants. Once Potter Handy has filed a lawsuit and gotten into federal court on the back of its false standing allegations, the firm pressures its targets into settling, rarely resolving cases for less than \$10,000 and often demanding much more. Potter Handy demands large cash settlements even where the business quickly fixes all potential violations, the case has no merit, the business has a recent CASp inspection and certificate,⁵ or paying the settlement would mean the business will fail. Potter Handy also runs up its attorney’s fees

⁵ In fact, Potter Handy sometimes uses the fact that a business has had a CASp inspection as *further justification for suing the business*. See, e.g., Complaint, *Garcia v. Tom Family Benevolent Ass’n*, (N.D. Cal., June 30, 2021, No. 3:21-cv-05084) at ¶ 13 (“Additionally, there was a Certified Access Specialist (CASP) letter affixed to the business window, dated March 17, 2017, during plaintiff’s visit. Defendants, through the CASP inspection, likely were made aware of the obligations they had to make sure the premises were compliant for persons with disabilities.”) By weaponizing the CASp process in its federal court cases, Potter Handy has further subverted the intent of the amended Unruh Act, which grants businesses certain advantages in state-court litigation for having obtained a CASp inspection.

1 (which it can recoup under the ADA if successful) to assert further pressure on its targets.
2 Because it regularly costs between \$50,000 or \$100,000 to defend against an ADA/Unruh
3 lawsuit, small “mom and pop” businesses have little choice but to submit and pay Potter Handy
4 to leave them alone. After the business settles, the Serial Filer fails to return to the business, and
5 the firm rarely if ever monitors the business’s compliance with the ADA and Unruh Act, despite
6 that being the alleged basis for the lawsuit. Instead, Potter Handy and the Serial Filer simply
7 move on to other targets, filing an ever-increasing number of new lawsuits in order to keep the
8 firm’s revenues flowing.

9 12. This unlawful scheme has allowed Potter Handy to extract an enormous amount
10 of money from California’s small businesses. Based on the People’s review of the federal
11 courts’ PACER filing system, a single one of Potter Handy’s Serial Filers, Orlando Garcia, has
12 settled more than 500 federal ADA/Unruh lawsuits since December 2019. Assuming an average
13 settlement figure of \$10,000, that means that Potter Handy has extracted **more than \$5,000,000**
14 from small businesses based on a single Serial Filer’s cases in less than three years.
15 Extrapolating to the many thousands of additional cases Potter Handy has filed on behalf of
16 Brian Whitaker, Scott Johnson, and the other Serial Filers, it is reasonable to assume Potter
17 Handy has drained **tens of millions of dollars** from California’s small businesses during the
18 statute of limitations period alone. None of this would be possible if Potter Handy did not
19 intentionally use false standing allegations to keep federal court jurisdiction and avoid
20 California’s procedural reforms.

21 13. The firm’s business practice of using false standing allegations to obtain federal
22 court jurisdiction of lawsuits targeting the smallest businesses, including many businesses owned
23 by immigrants, is unacceptable. As described *infra*, small businesses in San Francisco’s
24 Chinatown and across the Bay Area, many owned by Asian-American immigrants, were barely
25 beginning to recover from the slowdown in business caused by the COVID-19 pandemic when
26 they were sued by Potter Handy. Despite Potter Handy’s suits being based on false standing
27 allegations and thus frivolous, most of these businesses were forced to settle, further damaging
28

1 their economic viability. Some of these businesses are still operating at a loss, and others will
2 take months to recoup the settlement figures.

3 14. Potter Handy's unlawful business practices cannot be tolerated and must be put to
4 an end. Accordingly, the People bring this civil prosecution under the UCL to protect
5 California's small businesses from Potter Handy's lawbreaking and fulfill the California
6 Legislature's policy goal of putting a halt to abusive Unruh Act litigation.

7 **PARTIES**

8 15. The People of the State of California (the "People") bring this action by and
9 through Chesa Boudin, District Attorney of the City and County of San Francisco, and George
10 Gascón, District Attorney of the County of Los Angeles.

11 16. The People may bring a civil action to enjoin any person who engages, has
12 engaged in, or proposes to engage in unfair competition, as defined in Business and Professions
13 Code section 17200, and may seek civil penalties and restitution for each act of unfair
14 competition. (Bus. & Prof. Code, §§ 17203, 17204, 17206.)

15 17. The People bring this action without prejudice to any other action or claim that
16 the People may have based on separate, independent, and unrelated violations arising out of
17 matters or allegations that are not set forth in this Complaint.

18 18. Defendant Potter Handy LLP, dba Center for Disability Access ("Potter Handy"),
19 is a law firm, structured as a limited liability partnership organized under the laws of the State of
20 California. Potter Handy's principal place of business is located at 8033 Linda Vista Rd, Suite
21 200, San Diego, CA 92111. Potter Handy files ADA lawsuits under the pseudonym "Center for
22 Disability Access," a name which, on information and belief, is intended to mislead businesses
23 and the public into believing Potter Handy is a legitimate disability rights advocacy group when
24 it is in fact a for-profit law firm.

25 19. Defendant Mark Potter is a licensed California attorney who is the managing
26 partner and founder of Potter Handy, and who practices law by, through, and at Potter Handy.

1 Defendant Potter oversees the firm's personnel and maintains and reviews all the firm's billing,
2 in addition to personally litigating cases.⁶

3 20. Defendant Russell Handy is a licensed California attorney who is a named partner
4 of Potter Handy, and who practices law by, through, and at Potter Handy.

5 21. Defendant Dennis Price is a licensed California attorney who is a partner of Potter
6 Handy, works as a supervising and training attorney at the firm, and is involved in litigating the
7 firm's appeals of its Serial Filer cases. He practices law by, through, and at Potter Handy.

8 22. Defendant Amanda Lockhart Seabock is a licensed California attorney who is a
9 supervising attorney at Potter Handy, and who practices law by, through, and at Potter Handy.

10 As of May 2021, Defendant Amanda Lockhart Seabock managed Potter Handy's discovery
11 team, supervised all ADA lawsuits the firm files in the Northern District of California, and
12 supervised settlement matters throughout California.

13 23. Defendants Christopher Seabock, Prathima Price, Raymond Ballister Jr., Phyl
14 Grace, Christina Carson (aka Chris Carson), Elliott Montgomery, Faythe Gutierrez, Isabel Rose
15 Masanque, Bradley Smith, Tehniat Zaman, and Josie Zimmerman are licensed California
16 attorneys who practice law by, through, and at Potter Handy, or practiced law by, through, and at
17 Potter Handy during the four years prior to the filing of this civil prosecution.

18 24. The true names and capacities of the defendants sued in this Complaint under the
19 fictitious names of Does 1-100 are unknown to the People at this time, and the People therefore
20 sue said defendants by such fictitious names pursuant to Code of Civil Procedure section 474.
21 The People allege that defendants Does 1-100 are in some manner responsible for the events
22 alleged herein. The People will seek leave to amend this Complaint to show the Does' true
23 names and capacities when these facts have been determined.

24
25
26 ⁶ Additional detail regarding Defendants Potter, Handy, Dennis Price, and Amanda Lockhart
27 Seabock is supplied by a declaration submitted by Defendant Potter in a May 2021 Serial Filer
28 case. This declaration is attached as **Exhibit A** to the People's Complaint and incorporated by
reference.

25. Whenever reference is made in this Complaint to any act of Potter Handy or of Defendants, individually or collectively, unless otherwise specified, such allegation or allegations shall be deemed to mean the act of each Defendant acting jointly and severally.

JURISDICTION AND VENUE

26. This Court has subject matter jurisdiction over this action pursuant to Article VI, section 10 of the California Constitution.

27. The Court has personal jurisdiction over Defendants. Defendant Potter Handy is incorporated and maintains its principal place of business in California, while the Defendants all work in Potter Handy's California offices. Defendants have filed thousands of cases in courts within the State of California alleging that California businesses violated California's Unruh Act. Defendants have thus taken advantage of the benefits and privileges of the laws of the State of California and have purposefully availed themselves of the California market.

28. Venue is proper in this Court pursuant to Code of Civil Procedure section 393 because Defendants' violations of law that occurred in the City and County of San Francisco are part of the case upon which the People seek penalties imposed by statute and, independently, because Defendants' business practices affect San Francisco consumers. Moreover, according to their recent pleadings, Defendants maintain a secondary office or facility within the City and County of San Francisco.

FACTUAL ALLEGATIONS

I. THE LEGAL REGIME GOVERNING DISABILITIES LAWSUITS

A. The Americans With Disabilities Act Creates a Private Enforcement System to Ensure Accessibility in Public Accommodations

29. The Americans With Disabilities Act of 1990 (as noted, "ADA") is the bedrock federal civil rights law that prohibits discrimination based on disability. Signed by President George H.W. Bush with the statement "Let the shameful wall of exclusion finally come tumbling down," the ADA's purpose is to ensure that people with disabilities have the same rights and opportunities as everyone else. Title III of the ADA, which applies to such "public accommodations" as private businesses that serve members of the public, sets forth the general

rule that “[n]o individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation[.]” (42 U.S.C. § 12182(a).)

30. Title III of the ADA also sets specific rules for places of public accommodations, including rules relating to the construction of new buildings and the removal of architectural barriers from existing buildings. Notably, while buildings constructed for first occupancy after January 26, 1993 must be “readily accessible to and usable by persons with disabilities, except where an entity can demonstrate that it is structurally impracticable to meet the requirements of such subsection,” buildings constructed prior to that date must only “remove architectural barriers...where such removal is readily achievable.”⁷

31. To enforce the provisions of Title III, the ADA empowers both the U.S. Attorney General and private plaintiffs to file lawsuits for injunctive relief, including court orders to alter facilities to make them accessible to persons with disabilities. (42 U.S.C. § 12188(a).) Private plaintiffs are not entitled to recover damages in ADA lawsuits but may recover reasonable attorney’s fees if they prevail in litigation. (*Ibid.*; 42 U.S.C. § 2000a-3(b).)

B. California’s Unruh Act Supplements the ADA by Allowing Plaintiffs to Demand Damages of No Less Than \$4,000 for Each ADA Violation They Encounter

32. In 1992, California amended its State civil rights law, the Unruh Civil Rights Act (“Unruh Act”), to align with the federal ADA. As amended, the Unruh Act states that “[a]ll persons within the jurisdiction of the state are free and equal, and no matter what their...disability...are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all businesses establishments of every kind whatsoever.” (Civ. Code, § 51(b).) The Unruh Act further states that “[a] violation of the right of any individual under the federal Americans With Disabilities Act of 1990...shall also constitute a violation of this section.” (Civ. Code, § 51(f).)

⁷ 42 U.S.C. §§ 12183(a)(1), 12182(b)(2)(A)(iv). Pre-1993 buildings that are *altered* after January 26, 1992 must, to “the maximum extent feasible,” meet the “readily accessible to and usable by” standard applicable to new construction, but *only* with respect to the altered portion of the building. 42 U.S.C. § 12183(a)(2).

33. Like the ADA, the Unruh Act allows a prevailing plaintiff to obtain injunctive relief and attorney's fees. Unlike the ADA, however, the Unruh Act also allows private plaintiffs to recover "actual damages, and any amount that may be determined...up to a maximum of three times the amount of actual damage *but in no case less than four thousand dollars (\$4,000).*" (Civ. Code, § 52 (emphasis added).) This means that a disabled plaintiff filing a lawsuit in California may bring both a federal ADA claim for injunctive relief and a state law Unruh Act claim for damages, all for the same alleged set of facts—an "ADA/Unruh" suit.

34. The ability to recover actual damages of no less than \$4,000 per violation functions as a heavy incentive for California plaintiffs and plaintiffs' attorneys to file Unruh Act suits—either as standalone cases in state court or piggybacked onto a federal ADA claim in federal court.

C. The Unruh Act's Provision for Damages Created an Unfortunate Side Effect: A Cottage Industry of Plaintiffs' Attorneys Who Specialize in Shaking Down Small Businesses for Money Using Threats of Unruh Act Litigation

35. The combination of injunctive relief and damages allowed by combining federal and state claims into an ADA/Unruh suit has had an enormously positive effect by incentivizing plaintiffs' attorneys and disabled individuals to bring suit to eliminate barriers in public accommodations. Unfortunately, the heavy monetary damages allowed by the Unruh Act also had the unintended side effect of incentivizing unscrupulous attorneys to file enormous numbers of boilerplate lawsuits against small businesses for the sole purpose of extracting cash settlements, without regard as to whether the alleged violations even exist, would have been voluntarily cured in the absence of a lawsuit, or would even be remedied through settlement.

36. Anecdotal reports confirm the scale of this problem a decade ago. In 2010, *ABC7 Los Angeles* reported on a serial plaintiff who had filed more than 500 ADA lawsuits, including one lawsuit where he reportedly alleged a restaurant's bathroom mirror was too high, but later dismissed the case after surveillance footage showed he never visited the bathroom in question.⁸ In March 2012, the *Mountain Democrat* reported that Pony Espresso, a small business in

⁸ *Man sues hundreds over disability violations*, ABC7 Los Angeles (Sept. 8, 2010), <<https://abc7.com/archive/7655664/>>.

1 Pollocks Pines, California, was forced out of business by an ADA lawsuit filed by Serial Filer
2 Scott Johnson, a client of Defendants who has been repeatedly accused of not actually visiting
3 the businesses he sues.⁹ That same month, the *Orange County Register* reported on a lawsuit
4 filed by Chris Langer, another Serial Filer client of Defendants, against a small liquor store. The
5 *Register* quoted an architect and ADA-compliance consultant who referred to Langer and
6 Defendant Mark Potter as “drive-by litigants” who typically demanded \$12,000 to settle a case;
7 the article concluded that “[t]here’s great value in disabled-rights litigation, but the practice of
8 just driving around and trying to pick up \$4,000 (or \$12,000) a pop sounds a lot more like a
9 shakedown than a civil-rights movement.”¹⁰

10 37. Indeed, even as early as 2011, as reported by the *San Francisco Examiner*, then-
11 San Francisco Supervisor David Chiu had proposed reforms to rein in “an epidemic of lawsuits
12 alleging ADA violations,” estimating that 4,809 ADA cases had been filed against California
13 businesses since 2005. Then-Supervisor Chiu noted at the time that “There have been a handful
14 of individuals who have made a living out of suing small businesses. It’s a cottage industry.”¹¹

15 **D. California Has Repeatedly Amended the Unruh Act to Rein in Abusive**
16 **Litigation**

17 38. In part because of this problem, in 2008, the California Legislature enacted Senate
18 Bill No. 1608, including the Construction-Related Accessibility Standards Compliance Act
19 (“CRASCA”), the first of a series of Unruh Act reforms intended to protect the rights of disabled
20 persons while at the same time reducing unnecessary litigation. In Section 7, the Legislature
21 stated as follows:

22 ⁹ Schultz, *ADA attorney forces out small business Pollock*, Mountain Democrat (March 1, 2012),
23 <<https://www.mtdemocrat.com/news/ada-attorney-forces-out-small-business-pollock/>>;
24 *Sacramento Area Attorney Indicted for Filing False Tax Returns*, U.S. Dept. of J. (May 23, 2019),
<<https://www.justice.gov/usao-edca/pr/sacramento-area-attorney-indicted-filing-false-tax-returns>>.

25 ¹⁰ Mickadeit, *Disability lawsuits: Shakedown or legit?*, Orange County Register (March 9, 2012),
26 <<https://www.ocregister.com/2012/03/09/disability-lawsuits-shakedown-or-legit/>>.

27 ¹¹ *Chiu proposal could curb costly ADA disability access lawsuits in San Francisco*, S.F.
28 Examiner (Sept. 27, 2011), <<https://www.sfexaminer.com/news/chiu-proposal-could-curb-costly-ada-disability-access-lawsuits-in-san-francisco/>>.

1 The Legislature finds and declares that, despite the fact that state law
2 has provided persons with disabilities the right to full and equal
3 access to public facilities since 1968, and that a violation of the right
4 of any person under the [ADA] has also constituted a violation of
5 the Unruh Civil Rights Act [] since 1992, persons with disabilities
6 are still being denied full and equal access to public facilities in
7 many instances. The Legislature further finds and declares that
8 businesses in California have the responsibility to provide full and
9 equal access to public facilities as required in the laws and
10 regulations, but that compliance may be thwarted in some cases by
11 conflicting state and federal regulations, which in turn results in
12 unnecessary litigation.¹²

13 39. To help businesses comply with the laws and protect the rights of disabled
14 persons while avoiding unnecessary litigation, the Legislature created the California Commission
15 on Disability Access and set up a process by which businesses could voluntarily hire an inspector
16 through the Certified Access Specialist program (“CASp”).¹³ These CASp inspectors are
17 intended to help business owners evaluate their compliance with disability access standards,
18 allowing businesses to receive inspection reports identifying changes they could make to
19 improve accessibility. As an incentive, businesses that complete CASp inspections and are later
20 sued for violating the Unruh Act may apply for an Early Evaluation Conference and stay of
21 litigation, which promote early resolution and reduce costs, in part by requiring plaintiffs to
22 submit itemized lists of alleged violations, damages and attorney’s fees claims, and settlement
23 demands.¹⁴ Certain defendants also have the opportunity to reduce the \$4,000 minimum Unruh
24 Act damages to as low as \$1,000 per violation.

25 40. Taken together, CRASCA and the CASp process represented a worthy step
26 forward to facilitate increased accessibility while protecting businesses from excessive litigation.
27 Unfortunately, they did not go far enough to combat indiscriminate ADA/Unruh litigation mills.
28 By 2012, the epidemic of abusive Unruh Act litigation in California had grown to such
proportions that the Legislature was compelled to step in once again. That year, in Senate Bill

¹² Act of Sept. 28, 2008, § 7, 2008 Cal Stats. ch. 549 codified at Gov. Code, § 8299.

¹³ See Civ. Code § 55.53.

¹⁴ See Civ. Code § 55.54(d)(7).

No. 1186, the Legislature enacted a suite of reforms targeted at reining in abusive Unruh Act litigation. In Section 24 of the bill, the Legislature noted that the abusive actions of certain plaintiffs’ attorneys—who, prior to the reforms, were sending large numbers of prelitigation demand letters—enriched only the attorneys and plaintiffs, without promoting the goals of accessibility for the plaintiff or the larger disability community:

The Legislature finds and declares that a very small number of plaintiffs’ attorneys have been abusing the right of petition under Sections 52 and 54.3 of the Civil Code by issuing a demand for money to a California business owner that demands the owner pay a quick settlement of the attorney’s alleged claim under those laws or else incur greater liability and legal costs if a lawsuit is filed.

...

These “pay me now or pay me more” demands are used to scare businesses into paying quick settlements that only financially enrich the attorney and claimant and do not promote accessibility either for the claimant or the disability community as a whole. These practices, often involving a series of demand for money letters sent to numerous businesses, do not promote compliance with the accessibility requirements and erode public support for and confidence in our laws.¹⁵

41. Accordingly, as part of Senate Bill No. 1186, the California Legislature added a new provision to the Civil Code prohibiting attorneys from sending businesses up-front demands for money in pre-litigation demand letters alleging construction-related accessibility claims. (*See* Civ. Code, § 55.31(b).) Moreover, the Legislature modified the Code of Civil Procedure to impose heightened pleading requirements applicable only to Unruh Act construction-related accessibility claims, namely, that the plaintiff must allege an explanation of the specific access barrier the plaintiff personally encountered, the way in which the barrier denied the plaintiff full and equal use or access or deterred the individual on that particular occasion, and the exact dates of each occasion on which the plaintiff encountered the specific barrier. (*See* Code Civ. Proc., § 425.50(a).) Furthermore, the Legislature required that all Unruh Act lawsuits alleging construction-related accessibility claims be verified by the plaintiff, *i.e.*, that the plaintiff swear

¹⁵ Act of Sept. 19, 2012, § 24, 2012 Cal. Stats. ch. 383.

1 under penalty of perjury that the allegations in their lawsuits are true and correct. (*See* Code Civ.
2 Proc., § 425.50(b).)

3 42. Despite the 2012 reforms, the onslaught of abusive Unruh Act litigation
4 continued, forcing the California Legislature to step in yet again. In 2015, the Legislature
5 enacted Assembly Bill No. 1521, attempting to preserve the Unruh Act’s protections for disabled
6 persons’ civil rights while limiting abusive litigation:

7 The Legislature finds and declares all of the following:

8 (1) Protection of the civil rights of persons with disabilities is of the
9 utmost importance to this state, and private enforcement is the
10 essential means of achieving that goal, as the law has been designed.

11 (2) According to information from the California Commission on
12 Disability Access, more than one-half, or 54 percent, of all
13 construction-related accessibility complaints filed between 2012
14 and 2014 were filed by two law firms. Forty-six percent of all
15 complaints were filed by a total of 14 parties. Therefore, a very
16 small number of plaintiffs have filed a disproportionately large
17 number of the construction-related accessibility claims in the state,
18 from 70 to 300 lawsuits each year.¹⁶

19 The Legislature specifically noted that ***“these lawsuits are frequently filed against small
20 businesses on the basis of boilerplate complaints, apparently seeking quick cash settlements
21 rather than correction of the accessibility violation.”***¹⁷ The Legislature went on to note the
22 harm that this type of litigation causes to disabled consumers:

23 This practice unfairly taints the reputation of other innocent disabled
24 consumers who are merely trying to go about their daily lives
25 accessing public accommodations as they are entitled to have full
26 and equal access under the state’s Unruh Civil Rights Act (Section
27 51 of the Civil Code) and the federal Americans with Disability Act
28 of 1990 (Public Law 101-336).¹⁸

43. As part of Assembly Bill No. 1521, the Legislature instituted additional filing
requirements that apply *only* to what it termed “high-frequency litigant[s],” plaintiffs who filed

¹⁶ Act of Oct. 10, 2015, § 6, 2015 Cal. Stats. ch. 755, codified at Code Civ. Proc., § 425.55.

¹⁷ *Ibid.* (emphasis added).

¹⁸ *Ibid.*

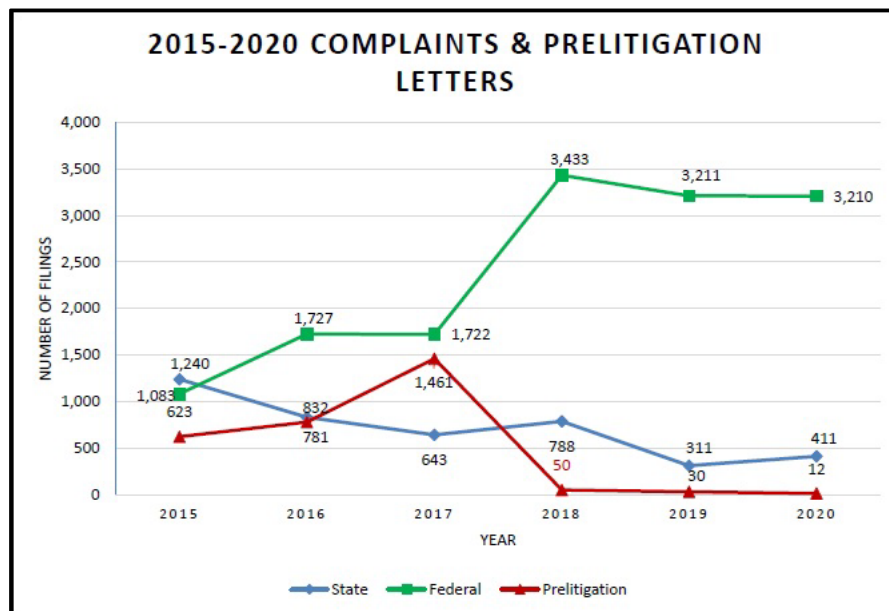
1 10 or more lawsuits alleging construction-related accessibility violations in the preceding 12-
2 month period. (Code Civ. Proc., § 425.55(a)-(b).) Such serial plaintiffs would be subject to
3 additional pleading requirements, including that they would need to disclose their status as a
4 high-frequency litigant, how many complaints they had filed in the prior 12 months, the reason
5 why the plaintiff was in “the geographic area of the defendant’s business,” and why the plaintiff
6 “desired to access the defendant’s business.” (Code Civ. Proc., § 425.50(a)(4)(A).) Moreover,
7 the Legislature required these plaintiffs’ *attorneys* to sign all complaints alleging construction-
8 related accessibility claims to certify the complaints were not being presented for the purpose of
9 harassing or increasing litigation costs, that the claims were warranted under the law, and that the
10 allegations and factual contentions had evidentiary support. (Code Civ. Proc., § 425.50(c).)
11 Furthermore, the Legislature imposed a \$1,000 additional filing fee—over and above the
12 ordinary civil filing fee—for each new case filed by a high-frequency litigant plaintiff. (Gov.
13 Code, § 70616.5.)

14 **E. Over the Past Five Years, Defendants Shifted Most of Their Cases to Federal**
15 **Court in Order to Avoid the Stricter Procedural Requirements of**
16 **California’s Unruh Act Reforms**

17 44. The post-2015 Unruh Act’s requirements of heightened pleading, verification
18 under penalty of perjury, and additional fees, as well as the CASp program and related
19 protections against unnecessary litigation, do not prevent honest disability rights attorneys and
20 disabled plaintiffs from seeking justice in state court. However, they are a significant barrier to
21 the business model of unscrupulous attorneys like Defendants, who—as the California
22 Legislature recognized—file vast numbers of indiscriminate lawsuits in order to force small
23 businesses who cannot risk the uncertainty and expense of litigation to pay cash settlements.

24 45. Sadly, the Legislature’s multiple reforms did not have the desired effect of forcing
25 Defendants to abandon their abusive business model. The reason for this is that the heightened
26 pleading standards, requirement to plead under penalty of perjury, additional fees, and the
27 protections offered by the CASp program are *state law* procedural requirements that have not
28 been applied in federal court. After the California Legislature’s reforms went into effect,
Defendants and other “ADA mill” firms simply moved their cases to federal court, pleading

ADA claims to invoke federal jurisdiction and coupling them with Unruh Act damages claims piggybacked into federal court using the doctrine of supplemental jurisdiction.¹⁹ The below graph,²⁰ created by the California Commission on Disability Access, reflects a steady decline in state court Unruh Act filings and prelitigation demand letters since 2015, and a simultaneous climb in federal court ADA filings:



46. The federal Ninth Circuit recently explained this phenomenon in a published opinion issued in a Serial Filer case brought by Defendants:

In response to the resulting substantial volume of claims asserted under the Unruh Act, and the concern that high-frequency litigants may be using the statute to obtain monetary relief for themselves without accompanying adjustments to locations to assure accessibility to others, California chose not to reform the underlying cause of action but instead to impose filing restrictions designed to

¹⁹ See 28 U.S.C. § 1367(a) (“[I]n any civil action of which the district courts have original jurisdiction, the district courts shall have supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.”)

²⁰ 2020 Annual Report to the Legislature, Appendix A, Cal. Com. on Disability Access (Jan. 31, 2021), <<https://www.dgs.ca.gov/Resources/Legislative-Reports>>. The numbers listed are not exhaustive as the Commission’s dataset, which relies on attorney self-reporting, is not complete. However, it is demonstrative of the overall trend away from state court Unruh cases and toward federal court ADA/Unruh cases.

1 address that concern. Because these procedural restrictions
2 apparently have not been applied in federal court, the consequence
3 of these various laws, taken together, was to make it very
4 unattractive to file such Unruh Act suits in state court but very
5 attractive to file them in federal court. Given that the Unruh Act
6 borrows the ADA's substantive standards as the predicate for its
7 cause of action, a federal forum is readily available simply by
8 pairing the Unruh Act claim with a companion ADA claim for
9 injunctive relief.... The apparent result has been a wholesale shifting
10 of Unruh Act/ADA cases into the U.S. District Court for the Central
11 District of California (and perhaps the other California federal
12 courts as well).

13 (*Arroyo v. Rosas* (Dec. 10, 2021) – F.4th –, 2021 U.S. App. LEXIS 36510, at *21-22.)

14 47. Indeed, the scramble by Defendants to file joint ADA/Unruh Act cases in federal
15 court solely to avoid California's attempts to rein in their bad behavior is striking. As the *Arroyo*
16 court noted, in 2013, there were only 419 total ADA cases filed in the U.S. District Court for the
17 Central District of California. In 2016, the first full year after California's reform went into
18 place, this number rose to 1,386, and then to 1,670 in 2017, 2,720 in 2018, and 3,374 in 2019.
19 Likewise, the *Orange County Register* reported in 2019 that there were 2,751 federal ADA cases
20 filed in California as a whole in 2017, but that number increased to 4,249 in 2018.²¹ As the
21 Ninth Circuit stated in *Arroyo*, this "wholesale shifting of cases from state to federal court" has
22 resulted in a situation where "*the procedural strictures that California put in place have been*
23 *rendered largely toothless, because they can now be readily evaded.*" (*Arroyo, supra*, 2021
24 U.S. App. LEXIS 36510, at *21, *23 (emphasis added).)

25 **F. To Bring an ADA/Unruh Lawsuit in Federal Court, Plaintiffs Must Plead**
26 **and Prove Standing, I.E., That They Personally Encountered a Barrier at the**
27 **Defendant Business and Have a Genuine Intent to Return in the Future**

28 48. Although filing ADA/Unruh Act cases in federal court has allowed Defendants
and their cohorts to avoid California's reforms on abusive Unruh Act litigation, it requires them
to instead satisfy federal jurisdictional requirements, foremost among them the U.S.
Constitution's requirement that a plaintiff plead and prove standing. As U.S. Supreme Court

²¹ Schwebke, *These 'ghost' legal clients are shaking down mom-and-pop businesses under the guise of disability rights*, *Orange County Register* (July 21, 2019),
<<https://www.ocregister.com/2019/07/21/these-ghost-legal-clients-are-shaking-down-mom-and-pop-businesses-under-the-guise-of-disability-rights/>>.

1 case law states, to have Article III standing, a plaintiff must have suffered (1) an injury in fact;
2 (2) that is fairly traceable to the defendant; and (3) is likely to be redressed by a favorable
3 decision.²² Importantly, “Article III standing requires a concrete injury even in the context of a
4 statutory violation”—that is, ***even if the business in question violated the ADA, the lawsuit***
5 ***cannot go forward if that specific plaintiff lacks standing.***²³

6 49. Set on the backdrop of this more general case law, the Ninth Circuit’s *en banc*
7 decision in *Chapman v. Pier 1 Imports* sets forth the specific standard an ADA plaintiff must
8 meet to plead and prove standing in a California federal court case alleging construction-related
9 accessibility violations. In most cases, an ADA plaintiff must first plead and prove that they
10 personally encountered at least one physical barrier at a business, and that the barrier denied
11 them full and equal access to that business. Additionally, because the only remedy available
12 under the federal ADA is *injunctive relief against future harm*, the plaintiff must plead and prove
13 a genuine intent to return to the business once the alleged unlawful barrier is removed:

14 An ADA plaintiff must show at each stage of the proceedings either
15 that he is deterred from returning to the facility or that he intends to
16 return to the facility and is therefore likely to suffer repeated injury.
17 ***He lacks standing if he is indifferent to returning to the store or if***
18 ***his alleged intent to return is not genuine***, or if the barriers he seeks
19 to enjoin do not pose a real and immediate threat to him due to his
20 particular disability.

21 ...

22 The threat of repeated injury in the future is “real and immediate”
23 so long as the encountered barriers either ***deter him from returning***
24 or continue to exist at a place of public accommodation ***to which he***
25 ***intends to return.***²⁴

26 50. Thus, to maintain an ADA/Unruh action in federal court, thereby avoiding
27 California’s procedural reforms on Unruh Act damages claims, a plaintiff must plead and prove
28 not only that they personally encountered an ADA violation at a defendant business, but that they

25 ²² *Lujan v. Defenders of Wildlife* (1992) 504 U.S. 555, 560-61.

26 ²³ *Spokeo, Inc. v. Robins* (2016) 136 S.Ct. 1540, 1549.

27 ²⁴ *Chapman v. Pier 1 Imports, Inc.* (9th Cir. 2011) 631 F.3d 939, 953 (en banc) (emphasis
28 added).

1 genuinely intend to return to the business once the alleged violation is cured. If the plaintiff did
2 not personally encounter the alleged violation, or was not prevented or deterred by it from
3 accessing the business, or if the plaintiff *did* encounter the alleged violation but has no genuine
4 intent to return to the business, the federal court must dismiss the ADA claim for lack of
5 standing.²⁵ Once that occurs, federal courts will typically decline to exercise jurisdiction over
6 the Unruh Act damages claim and will dismiss the suit in its entirety.

7 51. It bears repeating that these federal standing requirements are prerequisites to
8 bringing a lawsuit ***whether or not the business in question violated the ADA***. Put another way,
9 even if a defendant business is intentionally violating the ADA, an ADA lawsuit can only go
10 forward if the particular plaintiff who sues that business pleads and proves they personally
11 encountered a barrier and have a genuine intent to return. “Only those plaintiffs who have been
12 *concretely harmed* by a defendant’s statutory violation may sue that private defendant over that
13 violation in federal court Article III grants federal courts the power to redress harms that
14 defendants cause plaintiffs, not a freewheeling power to hold defendants accountable for legal
15 infractions.”²⁶

16 52. Thus, plaintiffs and plaintiffs’ attorneys who file ADA/Unruh suits in federal
17 court must fulfill the federal courts’ standing requirements or suffer dismissal. For this reason,
18 the requirement that an ADA/Unruh plaintiff plead and prove Article III standing is not some
19 immaterial technicality: it is a bedrock requirement of the federal court system, and a critical
20 protection against abusive, fraudulent litigation.

21 //

22 ²⁵ Whether a plaintiff personally encounters a barrier or genuinely intends to return to a business
23 is separate from the issue of the plaintiff’s *motivation* for doing so. In 2017, a Ninth Circuit
24 panel concluded that “tester” standing is allowable under the ADA, *i.e.*, that a plaintiff can have
25 standing even if their only motivation for visiting a business is to test its compliance with the
26 ADA. *See Civil Rights Educ. & Enforcement Ctr. v. Hosp. Properties Trust*, 867 F.3d 1093 (9th
27 Cir. 2017) 1101-02. Regardless of a given plaintiff’s subjective motivation, the plaintiff must
28 actually personally encounter a barrier and have a genuine intent to return to the business to have
standing.

²⁶ *TransUnion, LLC v. Ramirez* (2021) 141 S.Ct. 2190, 2205 (emphasis original, citations
omitted).

1 **II. POTTER HANDY’S SCHEME TO USE UNLAWFUL ADA/UNRUH CASES TO**
2 **PRESSURE SMALL BUSINESSES INTO PAYING CASH SETTLEMENTS**

3 **A. Potter Handy’s Attorneys Collude with a Stable of Repeat ADA/Unruh**
4 **Plaintiffs to File Deceitful Boilerplate Lawsuits Containing False Statements**

5 53. For many years, Potter Handy, using the pseudonym “Center for Disability
6 Access,” has been one of the top filers of ADA and Unruh Act lawsuits in the State of California.
7 The overwhelming majority of the firm’s cases are boilerplate lawsuits, typically filed on behalf
8 of a few repeat plaintiffs and solely intended to extract cash settlements from small businesses.
9 As the California Legislature has determined, indiscriminate, boilerplate lawsuits are contrary to
10 the intent of the Unruh Act and unfairly taint the reputation of innocent disabled consumers who
11 are merely trying to go about their daily lives accessing public accommodations.

12 54. Relevant here, over the statute of limitations period, Potter Handy has not merely
13 filed vast numbers of boilerplate ADA/Unruh lawsuits; it has unlawfully deceived federal courts
14 and sued businesses by falsely alleging in those lawsuits that its Serial Filers meet federal
15 standing requirements. (*See* Bus. & Prof. Code, § 6128(a).) Each of these lawsuits falsely
16 alleges that the Serial Filer in question *actually* personally encountered and was deterred by
17 certain physical barriers, and that the Serial Filer *genuinely* intends to return to the sued
18 business.²⁷ Collectively, these cases comprise the overwhelming majority of the firm’s litigation
19 matters, and a substantial percentage of all disability lawsuits filed in the State of California.
20 Potter Handy’s Serial Filers—all of whom fulfill the definition of “high frequency litigants”
under California law and would have to comply with California’s procedural reforms on abusive

21 ²⁷ Potter Handy has long been alleged to engage in fraud. Notably, in 2005, a former Potter
22 Handy client named Phillip DiPrima asked to dismiss cases that Potter Handy had filed on his
23 behalf, submitting a sworn declaration accusing Defendants Mark Potter and Russell Handy of
24 multiple fraudulent acts. Relevant here, Mr. DiPrima accused Defendants Potter and Handy of
25 (1) alleging ADA violations in complaints filed in Mr. DiPrima’s name that Mr. DiPrima did not
26 experience and had not told Potter Handy he experienced; and (2) entering into settlements on
27 Mr. DiPrima’s behalf without obtaining commitments to fix the alleged ADA violations, solely
28 to maximize their own compensation. Defendants Potter and Handy retaliated against Mr.
DiPrima by suing him for libel, but on information and belief the majority of Mr. DiPrima’s
allegations were never fully investigated or adjudicated.

A copy of Mr. DiPrima’s declaration is attached as **Exhibit B** and incorporated into the People’s
complaint by reference.

Unruh Act litigation if they filed cases in state court—prominently include Orlando Garcia, Brian Whitaker, Scott Johnson, Christopher Langer, and Rafael Arroyo, as well as other individuals.²⁸

55. On information and belief, Potter Handy, or its agents and investigators, gives the Serial Filers instructions as to which regions, neighborhoods, or kinds of businesses to target. Potter Handy and the attorney Defendants typically sue small businesses that are unlikely to have the resources necessary to defend themselves against frivolous litigation, and they rarely file lawsuits against large corporations, which represent only a small proportion of Defendants’ targets. Indeed, the People’s review of the over 800 cases that Defendants filed on behalf of Serial Filer Orlando Garcia indicates that he mostly sues small businesses, such as convenience stores, laundromats, liquor stores, beauty salons, and small restaurants and retail shops. Based on the People’s review, Potter Handy also appears to target businesses in marginalized communities, particularly those that have large populations of immigrants and residents who do not speak English or for whom English is a second language, who may be less familiar with the intricacies of the American legal system or otherwise may be easier to frighten into complying with monetary demands cloaked in the trappings of legal process. Notably, beginning in late 2020 and early 2021, Defendants, conspiring with and aided and abetted by Serial Filers Orlando Garcia and Brian Whitaker, began filing dozens of lawsuits against small businesses in San Francisco’s Chinatown—a neighborhood with a high proportion of immigrants and monolingual Cantonese speakers.

56. On information and belief, once Potter Handy has identified particular businesses, neighborhoods, or regions for the Serial Filers to target, they coordinate with the Serial Filers to give them instructions on where to go. This coordination is best demonstrated by an early 2021

²⁸ Certain of the Serial Filers, including Orlando Garcia, are also plaintiffs in large numbers of Unruh Act “website accessibility” claims Potter Handy files, typically in California Superior Court. Website accessibility claims are generally interpreted as not being subject to many of California’s reforms on abusive Unruh Act litigation. The fact that Potter Handy chooses to file large numbers of website accessibility cases in Superior Court is further evidence that the firm’s decision to file physical-barrier cases in federal court is solely intended to circumvent California’s reforms on boilerplate Unruh Act litigation.

1 geographical shift by Mr. Garcia and Mr. Whitaker, two of Potter Handy's most prolific Serial
2 Filers, who suddenly moved their activities from Los Angeles to the San Francisco Bay Area,
3 despite being residents of Los Angeles County.

4 57. Brian Whitaker, on whose behalf Potter Handy filed approximately 1,100 federal
5 ADA/Unruh cases in the Los Angeles area between 2018 and early 2021, stopped initiating new
6 cases there in early 2021. On information and belief, this was in part due to the fact that some of
7 the federal district court judges in the Central District of California, which includes Los Angeles,
8 had become familiar with Defendants' abusive practices and began either dismissing their
9 lawsuits or declining to exercise jurisdiction over the state-law Unruh Act claims that give Potter
10 Handy the ability to demand damages.²⁹ Conversely, on information and belief Defendants
11 viewed the Northern District of California (covering the Bay Area) as a more plaintiff-favorable
12 and profitable venue to file cases in, in part due to the existence of that court's General Order
13 No. 56. That Order expressly encourages settlement in ADA cases, doing so by requiring that
14 businesses obtain a court order prior to conducting any discovery (often necessary to discover the
15 Serial Filers' lack of standing) while requiring them to participate in early in-person settlement
16 meetings and to allow plaintiffs' counsel to conduct site inspections.³⁰ Accordingly, just as Mr.
17 Whitaker tapered off his activities in Los Angeles in early 2021, Defendants began filing an
18 enormous number of federal cases on his behalf in federal courts in San Francisco, Oakland, and
19 San Jose, eventually reaching over 500 new cases filed between January 2021 and February
20 2022.

23 ²⁹ An example of one judge's familiarity with Potter Handy comes from the March 2020 ruling
24 in *Whitaker v. PQ Americana, Inc.* (C.D. Cal. March 20, 2020) 2020 U.S. Dist. LEXIS 71958, at
25 *7-9: "Plaintiff's conclusory allegation of deterrence, especially when viewed in light of his
26 extensive filings, is insufficient to support standing The Court's conclusion is buttressed by
the fact that Plaintiff has filed hundreds of disability discrimination lawsuits and, consistent with
the Court's 'judicial experience and common sense,' could not possibly return to each of the
places he has sued."

27 ³⁰ See General Order No. 56: Americans With Disabilities Act Access Litigation (Amended Jan.
28 1, 2020), <<https://cand.uscourts.gov/wp-content/uploads/general-orders/GO-56.pdf>>.

1 58. Similarly, Orlando Garcia, on whose behalf Potter Handy filed nearly 500
2 physical-barrier ADA/Unruh cases in Los Angeles’s federal courts beginning in 2019, suddenly
3 stopped initiating cases there in early 2021. Instead, like they did with Mr. Whitaker,
4 Defendants began filing cases on Mr. Garcia’s behalf in San Francisco, Oakland, and San Jose,
5 reaching over 320 physical-barrier ADA/Unruh cases filed in the Northern District of California
6 in a ten-month period from May 2021 to March 2022.³¹

7 59. This sudden, close-in-time shift from Los Angeles to the Bay Area by two of the
8 most notorious Serial Filers in Potter Handy’s stable—both of whom live in Los Angeles
9 County—could only have been coordinated by and at the direction of Defendants.³² Moreover, it
10 underscores the fact that the Serial Filers’ lawsuits are not intended to remedy ADA violations
11 personally encountered by the Serial Filers in their day-to-day lives in their own communities,
12 but to maximize financial returns for Defendants and the Serial Filers themselves by targeting
13 vulnerable small businesses in plaintiff-friendly judicial venues.

14 60. Once Potter Handy and its Serial Filers have identified new targets, the Serial
15 Filers “visit” the businesses. However, they often do not actually go to the targeted businesses in
16 person, let alone personally encounter any physical barriers.³³ Instead, they sometimes engage in
17 “drive-by” visits, in which they do not actually enter the business but instead drive past it or pass
18 it by on the sidewalk—all for the purpose of creating plausible deniability that they visited the

19 ³¹ Prior to moving his activities to the Bay Area, in late 2020 and early 2021, Defendants filed
20 over 80 ADA/Unruh cases in *state court* on Mr. Garcia’s behalf against hotels, alleging those
21 hotels had deficient websites. As noted *supra*, plaintiffs asserting website-related violations in
22 state court do not have to comply with the Unruh Act’s procedural reforms that apply in
physical-barrier cases.

23 ³² In fact, Mr. Garcia admitted in a June 2021 deposition in the case *Garcia v. Four Café Inc.*
24 (C.D. Cal., Aug. 13, 2020, No. 2:20-cv-07278), that he had not left southern California between
2016 and June 2021. Additional detail is provided in footnote 59, *infra*.

25 ³³ Indeed, the most prolific Serial Filer that colludes with Potter Handy, Scott Johnson—who has
26 been the plaintiff in over 6,250 ADA cases since 2003—has repeatedly been accused of not
27 actually visiting the businesses he sues. *See Serial ADA filer sets sights on Bay Area merchants,*
28 *submitting 1,000 complaints in two years*, The Mercury News (June 28, 2021),
<<https://www.mercurynews.com/2021/06/28/serial-ada-filer-sets-sights-on-bay-area-merchants-submitting-1000-complaints-in-two-years/>>.

1 business and personally encountered an unlawful barrier, as needed to invoke federal
2 jurisdiction. On these “visits,” the Serial Filers are sometimes accompanied by helpers or
3 assistants who scout out businesses and sometimes document potential ADA violations in their
4 stead. For example, Orlando Garcia is often accompanied and assisted by his ex-wife, while
5 Brian Whitaker is often accompanied and assisted by his girlfriend and various friends.

6 61. On other occasions, on information and belief, the Serial Filers do not visit the
7 businesses themselves at all and simply coordinate with Potter Handy as to which businesses
8 should be sued. Potter Handy will then send one of its paid investigators to visit the business in
9 person days or weeks after the purported “visit” to take photographs and measurements, giving
10 Defendants the bare information necessary to file a minimally sufficient federal court complaint
11 that pleads the existence of an ADA violation at that business. Because the Serial Filers often do
12 not actually encounter any barriers themselves or keep track of what particular barrier
13 supposedly deterred them from patronizing the businesses (which they never actually had any
14 real intent of visiting or patronizing), Defendants must conduct this kind of follow-up
15 investigation to obtain the site-specific information needed to fill out a boilerplate complaint
16 template. However, even this information is of questionable reliability, casting further doubt on
17 the veracity of Defendants’ practices and whether the Serial Filers actually encounter ADA
18 violations. Mr. Evens Louis, one of Defendants’ investigators, has testified that when he visits
19 businesses at Potter Handy’s direction, he will sometimes take measurements using the “body
20 transference” method—*i.e.*, he measures the width of store aisles by counting off steps with his
21 feet, and measures counter heights by extrapolating to where the countertop comes in
22 relationship to his navel.³⁴

23 62. After the investigators finish their work, Defendants file an ADA/Unruh lawsuit
24 in federal court, typically one to six months after the date of the alleged visit. In each and every
25 physical-barrier ADA/Unruh case that Defendants file in federal court on behalf of one of their
26

27 ³⁴ A partial transcript of the trial of *Garcia v. Josefina Rodriguez* (C.D. Cal., Aug. 11, 2021, No.
28 2:20-cv-05647), including Mr. Louis’s testimony regarding body transference measurements at
pages 28-35, is attached as **Exhibit C** and incorporated by reference.

1 Serial Filers, Defendants submit a boilerplate federal court complaint styled using the same basic
2 pleading pattern and containing the same basic allegations. For example, during 2021 and 2022,
3 Defendants’ physical-barrier ADA/Unruh complaints contained variations of the following
4 allegations:³⁵

- 5 a. First, that the Serial Filer is a California resident with physical disabilities,
6 who cannot walk and must use a wheelchair for mobility.
- 7 b. Second, that the Serial Filer attempted to visit the sued defendant’s business
8 during a particular month (*e.g.*, June 2021) “with the intention to avail himself
9 of its good or services motivated in part to determine if the defendants comply
10 with the disability access laws.” Potter Handy does *not* allege the specific
11 date on which the Serial Filer supposedly visited the business, despite having
12 this information available to it. On information and belief, this omission is
13 intentional, designed (in part) to make it more difficult for the defendant
14 business to determine after reviewing the complaint whether the Serial Filer
15 actually visited the business or encountered any barriers.
- 16 c. Third, that the business contained some kind of physical barrier in violation of
17 the ADA, almost always phrased in extremely generic terms. For example,
18 Potter Handy frequently alleges that “on the date of the plaintiff’s visit, the
19 defendants failed to provide wheelchair accessible paths of travel in
20 conformance with the ADA Standards as it relates to wheelchair users like the
21 plaintiff.” Other purported physical barriers Potter Handy frequently alleges
22 in its Serial Filer suits include a lack of wheelchair accessible sales counters,
23 wheelchair accessible parking, and wheelchair accessible outdoor dining
24 surfaces.
- 25 d. Fourth, that the Serial Filer personally encountered at least one such physical
26 barrier, usually one that is alleged in a very generic fashion. Examples of

27 ³⁵ An example of one such federal complaint filed by Potter Handy on behalf of Orlando Garcia
28 is attached as **Exhibit D** and incorporated by reference.

1 such alleged barriers include “a slope of about 20%, which was too steep for
2 plaintiff”; or that “the ramp that runs up to the entrance did not have a level
3 landing”; or that “the sales and service counters were too high”; or a “lack of
4 sufficient knee or toe clearance under the outside dining surfaces for
5 wheelchair users.”³⁶

- 6 e. Fifth, that the Serial Filer “believes there are other features of the [named kind
7 of violation in question, *e.g.*, ‘paths of travel’] that likely fail to comply with
8 the ADA Standards.”
- 9 f. Sixth, that “[t]he barriers identified above are easily removed without much
10 difficulty or expense. They are the types of barriers identified by the
11 Department of Justice as presumably readily achievable to remove and, in
12 fact, these barriers are readily achievable to remove. Moreover, there are
13 numerous alternative accommodations that could be made to provide a greater
14 level of access if complete removal were not achievable.”
- 15 g. Seventh, that the Serial Filer “was specifically deterred” from returning and
16 patronizing the business “due to his actual personal knowledge of the barriers
17 gleaned from his encounter with them,” but that the Serial Filer “will return to
18 [the business] to avail himself of its good or services and to determine
19 compliance with the disability access laws once it is represented to him that
20 [the business] and its facilities are accessible. Plaintiff is currently deterred
21 from doing so because of his knowledge of the existing barriers and his
22 uncertainty about the existence of yet other barriers on the site.”
- 23 h. Eighth, that the allegations state a violation of the ADA, 42 U.S.C. § 12101 *et*
24 *seq.*, as necessary to satisfy federal jurisdictional requirements and keep the
25 case in federal court.

26 ³⁶ See, *e.g.*, *Garcia v. Fruitvale Bottles & Liquor* (N.D. Cal., May 14, 2021, No. 3:21-cv-03619);
27 *Garcia v. Algazzalli* (N.D. Cal., June 28, 2021, No. 3:21-cv-04923); *Johnson v. NVP Associates*
28 (N.D. Cal., Jan. 25, 2022, No. 5:22-cv-00483); *Garcia v. Stone* (N.D. Cal., June 6, 2021, No.
3:21-cv-04394).

i. Ninth, that the allegations also state a violation of the Unruh Act, California Civil Code § 51-53, as necessary to demand damages.

j. Tenth, a request for injunctive relief under the ADA and for actual damages, at a statutory minimum of \$4,000 per violation, pursuant to the Unruh Act.

63. Importantly, the physical barriers that Potter Handy alleges its Serial Filers encountered are sometimes false, incorrect, or do not rise to the level of a legal violation under the circumstances of the particular case—especially for lawsuits filed against businesses in older buildings, which must only make alterations where doing so is “readily achievable.” (42 U.S.C. §§ 12182(a)(1), (b)(2)(A)(iv).) Indeed, in the very small proportion of cases that are litigated to judgment on the merits, Defendants have sometimes lost because the courts conclude that the construction alterations necessary to cure the businesses’ alleged violations would not be readily achievable, and as a result there is no ADA violation at all.³⁷ Defendants’ assertion of non-meritorious violations is in part because the sheer volume of cases Defendants file makes it very difficult for them to administer their own cases or keep track of which violations supposedly exist at which businesses.³⁸ However, the merits of the allegations in any given case are

³⁷ See, e.g., Order and Judgment Re Court Trial, *Garcia v. Josefina Rodriguez*, (C.D. Cal., July 13, 2021, No. 2:20-cv-05647) at 3 (not readily achievable to fix a sloped floor because it would cost the business \$16,140 to fix); Order re Defendants’ Motion for Summary Judgment, *Garcia v. Deanna Antoinette Ductoc* (C.D. Cal., Nov. 16, 2021, No. 2:20-cv-09097) (granting summary judgment for a small bakery sued by Defendants, finding it was not readily achievable to install a permanent ADA-compliant ramp at the bakery’s entrance because it would cost the business at least \$43,000); see also, e.g., Order Re: Renewed Application for Default Judgment, *Garcia v. Jesus Macias* (C.D. Cal., Feb. 22, 2022, No. 2:20-cv-09888) (in response to an application for default judgment, *sua sponte* considering the issue of whether removing an alleged barrier was readily achievable, concluding it was not, and dismissing the lawsuit).

³⁸ Defendants’ difficulties in managing the huge volume of boilerplate lawsuits they file are demonstrated by their failures in *Garcia v. Chew Lun Benevolent Association* (N.D. Cal., June 14, 2021, No. 4:21-cv-04547). In that case, federal Magistrate Judge Sallie Kim was forced to issue no less than **four** Orders to Show Cause due to Defendants’ repeated failure to timely file necessary motions, appear at hearings for their own motions, or appropriately respond to prior Orders to Show Cause. In response, Defendant Josie Zimmerman submitted a declaration stating that Potter Handy “is in the midst of reassigning cases to ensure more consistent attorney appearances throughout the life of a case” and Defendant Tehniat Zaman submitted a declaration stating that Potter Handy “has hired additional attorneys and staff to assure no future deadlines are overlooked.” Ultimately, Judge Kim sanctioned Defendants, referring Defendants Amanda (continued on next page)

1 essentially irrelevant to Potter Handy’s business model, which is based on settling large numbers
2 of deceitful ADA/Unruh cases *before* the Serial Filers’ allegations are adjudicated—very often
3 within a few months of filing.

4 64. Shortly after filing a federal ADA/Unruh lawsuit, Potter Handy demands that the
5 sued business enter into a settlement agreement, typically refusing to settle for less than \$10,000
6 and often demanding significantly more. Although many businesses would prevail if they
7 litigated to judgment, either because the Serial Filer lacks standing or because the business is
8 already fully compliant with the ADA (either because the violation does not exist at all, or
9 because curing the alleged violation is not readily achievable for the business), in the vast
10 majority of cases businesses simply settle as quickly as possible, without ever litigating the
11 merits of the Serial Filers’ allegations. This is because even the expense of *successfully*
12 defending an ADA/Unruh lawsuit can easily cost a business over \$50,000 or \$100,000 in costs
13 and fees.

14 65. In part, the high cost of defending against one of Potter Handy’s fraudulent
15 lawsuits is because Defendants demand large cash settlements even if the sued business quickly
16 fixes all potential violations, will not dismiss cases they know they would lose if litigated to
17 judgment, intentionally run up their attorney’s fees so they can make higher settlement demands,
18 and generally refuse to engage in good faith negotiations, thereby wearing out their small
19 business targets and further pressuring them into settling cases.³⁹ For example, in *Langer v.*
20 *Badger Co.*, discussed at more length *infra*, Defendants Handy and Carson were sanctioned by
21 the federal Southern District of California (Chief Judge Larry Alan Burns) for intentionally
22 proceeding with a Serial Filer ADA claim against a business that had already shut down,

23 _____
24 Lockhart Seabock and Tehniat Zaman to the Northern District of California’s Standing
25 Committee on Professional Conduct for failing to “meet the minimum standards of conduct for
this Court.”

26 ³⁹ As one federal court noted in ruling on a fee request, Defendants submitted “unreasonably
27 inflated billing records.” Order Granting in Part Plaintiff’s Application for Default Judgment
28 and Request to Affix Attorney’s Fees, *Garcia v. LA Florence Property, Inc.* (C.D. Cal., Jan. 27,
2021, No. 2:20-cv-08383).

1 eliminating the Serial Filer’s standing to seek an injunction and rendering the ADA claim moot.
2 Perhaps even more egregiously, Defendants Potter and Grace were recently sanctioned by the
3 federal Southern District of California (Judge John Houston) for filing a case on behalf of
4 longtime Serial Filer Enrique Lozano. In 2001, Defendants filed and subsequently settled an
5 ADA case on behalf of Mr. Lozano against Beamspeed, an internet service provider located in
6 Calexico, California. In 2014, Defendants filed *another* case on Mr. Lozano’s behalf against
7 Beamspeed, ***alleging the exact same disabled parking violation Defendants had already agreed***
8 ***was cured in the 2001 case’s settlement.*** After lengthy proceedings in the District Court and
9 Ninth Circuit, in March 2022 Judge Houston sanctioned Defendants, finding they had filed and
10 maintained a “baseless lawsuit” and had “ignore[ed] Defendants’ counsel’s repeated requests for
11 a copy of the settlement agreement and then doubl[ed] the settlement demand when they finally
12 provided a copy of the agreement to Defendant’s counsel, rather than dismissing the action.”⁴⁰

13 66. Faced with Defendants’ aggressive, unlawful business practices, most targeted
14 businesses, particularly small “mom and pop” businesses without significant financial resources
15 to draw on, have no practical choice but to accede to Defendants’ demands and settle, often
16 paying a minimum of between \$10,000 and \$20,000 to do so. These settlement agreements
17 typically require the businesses to cure any ADA violations that may exist on the premises, but
18 Defendants rarely monitor businesses’ compliance after a settlement, instead focusing their
19 resources and energies on filing new lawsuits in order to keep the money flowing.

20 67. Largely because of this all-encompassing focus on filing and settling as many
21 cases as possible, and contrary to the Serial Filers’ allegations that they are deterred from
22 patronizing the sued businesses because of the existence of the alleged violations but intend to
23 return once the violations are cured, ***Potter Handy’s Serial Filers almost never return to the***
24 ***businesses they sue after a settlement is reached.*** Monitoring and ensuring compliance with the
25 ADA is an expensive, time-intensive endeavor that is, at best, an ancillary goal of Defendants
26 and their Serial Filer clients. Their primary, overriding goal is to maximize their own financial

27 ⁴⁰ Order Granting Rule 11 Sanctions and Sanctions Under 28 U.S.C. § 1927, *Lozano v. Cabrera*
28 *et al.* (S.D. Cal., March 2, 2022, No. 3:14-cv-00333).

gain by filing and settling as many boilerplate lawsuits as possible, and time a Serial Filer spends returning to a business to monitor compliance is time the Serial Filer cannot spend seeking out new targets. Thus, instead of coordinating with the Serial Filers to ensure they actually return to businesses after settlements and monitor compliance, on information and belief Defendants encourage their Serial Filers to instead seek out new targets, all so they can maximize their own profits.

68. Defendants' business practice has produced lucrative results for Potter Handy. A review of the PACER federal court filing system reveals that since December 2019, Defendants have filed and settled over **500** physical-barrier ADA/Unruh cases on behalf of Serial Filer Orlando Garcia alone. On information and belief, Defendants typically settle Serial Filer cases for between \$10,000 and \$20,000. Conservatively assuming an average settlement figure of \$10,000 per case, ***Defendants have extracted over \$5,000,000 from California's small businesses from the cases filed on behalf of just one of their Serial Filers in just over two years.***⁴¹ Extrapolating to the thousands of physical-barrier ADA/Unruh cases Defendants have filed on behalf of Brian Whitaker, Scott Johnson, and their other Serial Filers over the past four years, it is reasonable to conclude that California's small businesses have paid Defendants ***tens of millions of dollars*** during the statute of limitations period, all to settle lawsuits containing false standing allegations, none of which could have been brought had Defendants not intentionally made those false allegations. This is not what the Unruh Act was intended for; it is a shakedown perpetrated by unethical lawyers who have abused their status as officers of the court.

B. Defendants Know That the Serial Filers Do Not Have Standing to Sue, But They Nonetheless Sign Off on False Standing Allegations in Order to Assert Federal Jurisdiction and Avoid Dismissal

69. Defendants' intentional use of false standing allegations to obtain federal

⁴¹ How much of this money is paid to the Serial Filers themselves is unclear, but appears to be minimal. According to Mr. Garcia's testimony in *Garcia v. Josefina Rodriguez*, he estimates making \$40,000 per year from filing ADA lawsuits, but he does not file tax returns and cannot estimate how much he makes from each filed case. See **Exhibit C**, at p. 77:4-18.

jurisdiction and maintain their scheme is remarkable, in part because of how open their lawbreaking is and how little Defendants do to hide it. Defendants have time and again been given ample notice that their clients' standing allegations are false or otherwise not credible, negating any possible argument that Defendants are unaware that the standing allegations contained in their Serial Filer complaints are false. Notably, certain of the Defendants have personally attended depositions of their Serial Filer clients where the clients gave testimony that contravenes standing; other Defendants have been sanctioned by the federal courts for persisting with fraudulent standing allegations; and the firm as a whole has repeatedly had Serial Filer cases dismissed for lack of standing. Moreover, the vast number of cases filed, which makes it literally impossible for the Serial Filers to genuinely intend to return to each of the businesses they sue, is sufficient by itself to give Defendants notice that the standing allegations they bring are false. And finally, the People's investigation has revealed multiple individual cases in which the Defendants have made demonstrably false standing allegations in Serial Filer cases. Each of these facts is evidence that collectively prove Defendants intentionally use or consent to the use of false standing allegations to maintain their scheme of deceiving the courts and businesses they sue into believing they have federal standing, as necessary to evade the amended Unruh Act's restrictions on abusive, boilerplate litigation. (*See* Bus. & Prof. Code, § 6128(a) ("Every attorney is guilty of a misdemeanor who...is guilty of any deceit or collusion, or consents to any deceit or collusion, with intent to deceive the court or any party.").)

1. The Serial Filers' Sworn Deposition Testimony, Given in the Presence of Potter Handy Counsel

70. Defendants have repeatedly been confronted with sworn testimony from their Serial Filer clients that undercuts or disproves the standing allegations Defendants sign off on and advocate for in every ADA/Unruh lawsuit they file. Several of these instances are recounted here.

71. In October 2019, Potter Handy filed an ADA/Unruh suit on behalf of Serial Filer Chris Langer against the owners of India's Tandoori and Yuko Kitchen, two restaurants located on the same block on Wilshire Boulevard in Los Angeles, alleging they had "failed to provide

1 accessible parking.”⁴² The following September, Mr. Langer was deposed in that case and was
2 represented at his deposition by Defendant Elliott Montgomery.⁴³ During the deposition, Mr.
3 Langer was confronted about his purported intent to return, a vital part of the federal standing
4 analysis, and defense counsel showed him a list of some 310 of the approximately 1,600
5 businesses he had sued in ADA cases by that time. Despite having his recollection refreshed
6 with the list and a number of pauses in the proceedings, Mr. Langer could only identify *six*
7 businesses he had returned to out of the 310 on the list. Mr. Langer also affirmatively admitted
8 not having returned to three of the businesses he had sued: a cannabis dispensary, a wine center,
9 and a plant nursery.

10 72. Moreover, during the deposition, Defendant Montgomery repeatedly objected to
11 questions relating to Mr. Langer’s standing to sue, going so far as to instruct his client not to
12 answer the questions—a fact demonstrating Defendant Montgomery’s knowledge that his client
13 lacked standing, and that the questions were threatening to expose that fact. Indeed, counsel for
14 the business was forced to admonish Defendant Montgomery that “I’m entitled to find out if he
15 goes back to businesses he sues. That’s a matter of Constitutional standing.”

16 73. Similarly, in August 2020, Potter Handy filed an ADA/Unruh suit on behalf of
17 Serial Filer Orlando Garcia against the Flavor of India restaurant located on Orange Grove
18 Avenue in Burbank, alleging it had “failed to provide wheelchair accessible dining surfaces” and
19 thus he had encountered a “lack of sufficient knee or toe clearance under the dining surfaces.”⁴⁴

20 That December, Mr. Garcia was deposed in that case and was represented at the deposition by
21 Defendant Montgomery, who once again instructed his Serial Filer client not to answer certain
22 questions relating to standing. As in Mr. Langer’s deposition, Mr. Garcia admitted never
23 returning to 15 of the businesses he had sued, could not recall how many of the more than 100

24 //

25 ⁴² *Langer v. Americana Plaza LLC* (C.D. Cal., Oct. 17, 2019, No. 2:19-cv-08978)

26 ⁴³ A copy of a portion of the transcript of Mr. Langer’s deposition in this matter is attached as
27 **Exhibit E** and incorporated by reference.

28 ⁴⁴ *Garcia v. 1971 Fateh LLC* (C.D. Cal., Aug. 22, 2020, No. 2:20-cv-07661).

1 businesses he'd sued in January 2020 that he had returned to afterward, and ultimately could
2 only remember returning to a grand total of *two* businesses he had sued during the year 2020.⁴⁵

3 74. Also in August 2020, Potter Handy filed an ADA/Unruh suit on behalf of Mr.
4 Garcia against the Four Café restaurant located on Colorado Boulevard in Los Angeles, again
5 alleging it had “failed to provide wheelchair accessible dining surfaces” that Mr. Garcia
6 supposedly personally encountered.⁴⁶ In June 2021, Mr. Garcia was deposed in that matter and
7 was represented at that deposition by Defendant Bradley Smith.⁴⁷ In that deposition, Mr. Garcia
8 made multiple admissions that undercut his claims of standing. Notably, he claimed to discard
9 receipts from businesses he visits, such that the only documentary evidence of his visits are
10 emails to his counsel, over which his counsel claims attorney-client privilege. Moreover, Mr.
11 Garcia could not name a single restaurant he had visited between June and December 2020, and
12 when asked what restaurants he had returned to after suing them, could only name a single
13 business.⁴⁸

14 2. *Court Orders Sanctioning Defendants, Awarding Attorney’s Fees to Sued*
15 *Businesses, and Throwing Out Serial Filer Cases for Lack of Standing*

16 75. Even beyond their own clients’ sworn testimony, many of Defendants’
17 ADA/Unruh cases have been dismissed by the federal courts for failure to prove standing—a
18 result that would inform any attorney that their clients’ standing allegations are not true. In at
19 least one case, certain of the Defendants have even been personally sanctioned by the federal
20 courts for falsely alleging the Serial Filers have standing when Defendants know they do not.

23 ⁴⁵ A copy of a portion of the transcript of Mr. Garcia’s deposition in this matter is attached as
24 **Exhibit F** and incorporated by reference.

25 ⁴⁶ *Garcia v. Four Café Inc.* (C.D. Cal., Aug. 13, 2020, No. 2:20-cv-07278).

26 ⁴⁷ A copy of a portion of the transcript of Mr. Garcia’s deposition in this matter is attached as
27 **Exhibit G** and incorporated by reference.

28 ⁴⁸ By the People’s estimation based on a review of federal court records available on PACER,
between June and December 2020 Mr. Garcia filed approximately 90 lawsuits against different
restaurants, bars, and other food service establishments.

1 76. In May 2020, Defendants Russell Handy and Christina Carson were sanctioned by
2 the federal Southern District of California, Chief Judge Larry Alan Burns, for making fraudulent
3 standing allegations in a case they had brought on behalf of Mr. Langer against a defendant that
4 later went out of business, making it impossible for Mr. Langer to return to that business. The
5 court stated:

6 Furthermore, the pleadings specifically allege that Langer intended
7 to return to Dave's Tavern and patronize it just as soon as barriers
8 are removed. Counsel knew or were willfully blind to the fact that
9 this was false, yet they kept prosecuting the ADA claim anyway. In
10 fact, they continued to tell the Court Langer was going to return to
11 the tavern long after they knew he would not or could not. (*See*
12 Docket no. 14 (Opp'n to Mot. to Dismiss for Lack of Jurisdiction)
13 at 14:10–16:16 (arguing that Langer had standing to seek injunctive
14 relief, because Langer intended to return to Dave's Tavern but that
15 barriers there prevented him from doing so).) They also used this
16 falsehood as a basis for arguing that the Court could not decline
17 supplemental jurisdiction over Langer's state law claim. (*See id.* at
18 16:17–20:17.) At the very least, this amounts to a fraud on the Court.

19 ...

20 The Court finds that attorneys Russell Handy and Chris Carson
21 intentionally and willfully disobeyed its February 28 order. They
22 did this in order to keep a claim alive that they had reason to know
23 had become moot, and to conceal the truth from the Court and to
24 thwart the Court's own efforts to carry out its jurisdictional
25 obligations. It is also clear they either had actual or constructive
26 knowledge that Dave's Tavern was closed, or were on inquiry notice
27 well before the Court's February 28 order, and litigated in bad faith
28 even after being warned. They are therefore subject to sanctions.⁴⁹

29 77. Perhaps even more indicative of Defendants' intentional use of false standing
30 allegations to deceive the courts and targeted businesses, in January 2022 Judge Virginia Phillips
31 of the Central District of California granted over \$36,000 in attorney's fees to a prevailing Los
32 Angeles business after a bench trial in the case *Garcia v. Guadalupe Alcocer*. In that case, an
33 ADA/Unruh lawsuit Potter Handy filed on Mr. Garcia's behalf in September 2020 against Su
34 Casa De Cambio, a check-cashing store, the firm alleged the store "failed to provide wheelchair

35 ⁴⁹ Order Imposing Sanctions, *Langer v. Badger Co., LLC* (S.D. Cal., May 15, 2020, No. 18-cv-
36 934).

1 accessible service counters and “[a] problem that plaintiff encountered was that the sales
2 counters were too high and there was no lowered portion of the service counters suitable for
3 wheelchair users.” In the eventual trial in that case, in which Mr. Garcia was represented by
4 Defendant Ballister, Mr. Garcia’s claims were dismissed for lack of standing, and the court
5 thereafter granted attorney’s fees to the prevailing defendant, finding the case was frivolous,
6 stating:

7 [T] he Court determined Plaintiff failed to establish standing for his
8 ADA claim... ***The Court considers Plaintiffs’ litigation history to***
9 ***determine whether this action was frivolous or unreasonable. The***
Court concludes that it is.

10 Plaintiff has filed hundreds of ADA cases in the Central District of
11 California. Many of those cases have resulted in settlements but
12 some have been dismissed for lack of standing. For example,
13 recently two of Plaintiff’s ADA lawsuits, identical to this one, were
14 dismissed for lack of standing within the Central District of
15 California, months before the trial in this matter took place. The
16 Honorable Stephen V. Wilson of this Court dismissed Plaintiff’s
17 ADA claim for lack of standing on April 21, 2021. Likewise, the
18 Honorable Dale S. Fischer also of this Court dismissed Plaintiff’s
19 ADA claim for lack of standing on July 12, 2021. Both of these
20 lawsuits were dismissed with reasoned opinions that detailed the
21 ADA standing requirement and discussed at length how Plaintiff
22 had failed to meet that requirement. These orders of dismissal
23 provided Plaintiff with notice that the same issue would arise in this
24 case and its negative determination would be fatal to his ADA claim
25 here, yet he continued to pursue this action.

26 Moreover, the evidence Plaintiff presented at trial in support of his
27 claimed standing to pursue his ADA claim was not credible. To wit,
28 Plaintiff admitted that he had sued at least 14 check-cashing stores
in Los Angeles and has not returned to any of those locations; he
visited Defendants’ store on August 18, 2020 for the first time and
has not returned. He also admitted he has a checking and savings
account at a bank, he does not pay bills with money orders or send
money by Western Union or MoneyGram, and there are multiple
check-cashing stores located closer to his residence than
Defendants’ check-cashing location, which is 10.5 miles away from
his residence and took him over an hour using public transportation
to reach. The evidence presented here was similar to that presented
in the actions pending before Judge Wilson and Judge Fischer and
which those Judges found failed to satisfy the standing requirement
to pursue an ADA claim for injunctive relief. In other words,

1 Plaintiff knew or should have known the evidence he intended to
2 present in this case as to his purported standing would be found
insufficient.

3 Plaintiff's litigation history shows he was aware of the standing
4 requirements for ADA claims and on multiple occasions has failed
5 to satisfy those requirements. This conduct, taken together with his
6 lack of credibility in this case, strongly weigh in favor of finding the
7 present action both frivolous and unreasonable. Plaintiff did not
8 have a reasonable basis to allege an injury-in-fact that would support
9 Article III standing. Plaintiff knew or should have known that he
lacked standing in this case. This action raised no standing issues
that had not already been resolved unambiguously by prior decisions
within the Ninth Circuit and the Central District of California. The
Court finds Plaintiff's bases for filing this lawsuit were frivolous,
unreasonable, and groundless. Accordingly, the Court concludes an
award of attorneys' fees in favor of Defendants is justified here.⁵⁰

11 78. Even beyond instances where the courts have awarded sanctions or fees,
12 Defendants have had multiple Serial Filer cases dismissed for failure to credibly plead and prove
13 standing. Indeed, a number of federal courts have recognized that the volume of Potter Handy's
14 cases and their Serial Filers' pattern of meaningless travel indicate the Serial Filers have no
15 credible intent to return to the businesses they sue.

16 79. For example, as early as August 2018, the Central District of California (Judge
17 Andre Birotte Jr.) dismissed one of Mr. Langer's cases for lack of standing. That occurred in an
18 ADA/Unruh case Potter Handy had filed in January 2018 against H&R, LLC, the owner of a
19 strip mall located on Highland Avenue in Los Angeles, alleging "there was an insufficient
20 number of accessible parking spaces on the day of plaintiff's visit." After Potter Handy moved
21 for a default judgment in May 2018, Judge Birotte noted that Mr. Langer lived in San Diego
22 County, the nearest part of which was 78 miles from the sued business, stating "Plaintiff's
23 alleged intent to return does not appear genuine.... The declarations of Plaintiff and his attorney
24 say nothing as to why Plaintiff would return to this particular establishment, or if he intends to
25 return to the same area on regular basis.... Plaintiff's lengthy filing history indicates a pattern of

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27 ⁵⁰ Order Granting Motion for Attorneys' Fees, *Garcia v. Guadalupe Alcocer* (C.D. Cal., Jan. 19,
28 2022, No. 2:20-cv-08419) at 7-9 (citations omitted, emphasis added). A copy of this full order is
attached as **Exhibit H**.

1 meaningless travel. According to the Court’s own calculations, since 2017, Plaintiff has filed
2 approximately seven lawsuits a week in the Central District of California. This rate of filing
3 counters his sentiment to return to this Strip Mall, let alone return to all hundreds of offending
4 locations.”⁵¹

5 80. Likewise, in March 2020, the Central District of California (Judge Dale Fischer)
6 dismissed one of Brian Whitaker’s ADA/Unruh cases for lack of standing. Potter Handy filed
7 that case on behalf of Mr. Whitaker in December 2019 against the Le Pain Quotidien restaurant
8 on American Way in Glendale, alleging it “failed to provide accessible dining surfaces” and
9 “[p]laintiff personally encountered these barriers.” Judge Fischer dismissed that case in March
10 2020, stating that “Plaintiff’s conclusory allegation of deterrence, especially when viewed in
11 light of his extensive filings, is insufficient to support standing.” “The Court’s conclusion is
12 buttressed by the fact that Plaintiff has filed hundreds of disability discrimination lawsuits and,
13 consistent with the Court’s ‘judicial experience and common sense,’ could not possibly return to
14 each of the places he has sued.”⁵²

15 81. Likewise, in June 2020, Judge Fischer dismissed another of Mr. Whitaker’s
16 ADA/Unruh cases against a different restaurant for lack of standing. Potter Handy filed that
17 case, *Whitaker v. LSB Property Management, LLC*, against the Legends Restaurant & Sports Bar
18 on 2nd Street in Long Beach, alleging it “failed to provide accessible dining surfaces” and that
19 “[p]laintiff personally encountered these barriers.” Judge Fischer dismissed that case for lack of
20 standing in June 2020, stating that the fact that “Plaintiff filed several virtually identical lawsuits
21 against other businessowners along [the street],” Mr. Whitaker’s status as a high frequency
22
23
24
25

26 ⁵¹ *Langer v. H&R LLC* (C.D. Cal. Aug. 13, 2018, No. 2:18-CV-00596) 2018 U.S. Dist. LEXIS
27 225938, at *6, *8-10.

28 ⁵² *Whitaker v. PQ Americana, LLC* (C.D. Cal. March 20, 2020, No. 2:19-cv-10495) 2020 U.S.
Dist. LEXIS 71958, at *7-9.

litigant, and Mr. Whitaker's failure to provide any supporting evidence, all "cast doubt on the plausibility of Plaintiff's allegations that he is deterred from visiting the Restaurant."⁵³

82. And once again, in December 2020, Judge Michael Fitzgerald of the Central District dismissed another one of Mr. Whitaker's ADA/Unruh cases for lack of standing. In that case, *Whitaker v. BPP East Union LLC*, Potter Handy had filed suit in July 2020 on behalf of Mr. Whitaker against the Dirt Dog Pasadena restaurant in Pasadena, alleging it "failed to provide wheelchair accessible dining surfaces" and "failed to provide wheelchair accessible sales counters." In December 2020, the Court concluded:

Whitaker is a serial litigant, having filed 990 ADA/Unruh Civil Rights Act cases in the district courts in this state.... Whitaker, who does not own a vehicle and does not have a driver's license, traveled to these twenty-four businesses from his residence in Downtown Los Angeles. He travels thirty percent by train and bus, thirty percent by Uber, thirty-nine percent with friends and one percent with Access, a free service.... Plaintiff's alleged intent to return to the restaurant here does not appear genuine, given that he has made the same assertion with respect to the 990 other businesses he has sued.... Plaintiff's allegations are simply not *credible* in light of the shockingly high number of ADA cases that Plaintiff [filed] in the last few years.⁵⁴

83. As for Orlando Garcia, in April 2021, the Central District of California (Judge Stephen Wilson) dismissed his lawsuit against the Flavor of India restaurant, stating that, "[w]hile motivation is irrelevant to the question of standing and status as an ADA tester does not deprive Plaintiff of standing, Plaintiff's status as an ADA tester alone does not confer standing either." Judge Wilson found that Mr. Garcia's "professed intent to return is wholly incredible." In particular, Judge Wilson noted that Mr. Garcia's testimony at his deposition and an evidentiary hearing was inconsistent, both as to where Mr. Garcia actually was on the day he supposedly visited Flavor of India and how he supposedly traveled during the COVID-19 pandemic. Moreover, Mr. Garcia admitted having never eaten Indian food despite claiming an

⁵³ *Whitaker v. LSB Property Mgmt., LLC* (C.D. Cal., June 22, 2020, No. 2:19-cv-9607) 2020 U.S. Dist. LEXIS 108874, at *10-12.

⁵⁴ *Whitaker v. BPP East Union LLC*, (C.D. Cal., Dec. 11, 2020, No. 2:20-cv-06818) (emphasis original).

1 intent to return to an Indian food restaurant. Judge Wilson dismissed the case for lack of
2 standing, finding that “Plaintiff’s demeanor and memory during his testimony undermines the
3 credibility of his intent to return. Additionally, the record as a whole undermines Plaintiff’s
4 stated intent to return.”⁵⁵

5 84. Mr. Garcia again was found not to have standing in July 2021, in his lawsuit that
6 Potter Handy had filed on his behalf in June 2020 against the Indiana Market store on Indiana
7 Street in Los Angeles, alleging it had “failed to provide wheelchair accessible paths of travel”
8 and failed to provide wheelchair accessible sales counters.” After the eventual bench trial, one
9 of the very few trials to occur in Mr. Garcia’s more-than-800 lawsuits, the Central District of
10 California (Judge R. Gary Klausner) entered judgment for the store:

11 Plaintiff must now *show* a credible threat of future injury. He has
12 failed to do so. The Court does not find credible Plaintiff’s
13 testimony that he would go back to the [store]. The store is over 10
14 miles from his house. He does not drive and must take public
15 transportation to get there. On top of all that, Plaintiff has filed over
16 500 ADA complaints over the years, and these filings are one of his
main sources of income. Based on his prolific litigation history, the
store’s distance from his home, and testimony, it is unrealistic to
believe that Plaintiff ever intends to visit the [store] again.⁵⁶

17 85. In light of all of these court decisions, Defendants have personal knowledge that
18 the Serial Filers regularly do not visit the businesses they sue and have no genuine intent to
19 return afterward. Yet Defendants nevertheless continue to allege federal standing using the
20 same Serial Filers (despite their personal knowledge of Serial Filers’ practices) without doing
21 anything to ensure their Serial Filers are actually visiting businesses and returning to them after
22 settlements. Thus, Defendants intentionally submit false standing allegations in their Serial Filer
23 lawsuits, all with the intent of deceiving the courts and sued businesses in order to maintain
24 standing and avoiding California’s reforms on boilerplate Unruh Act lawsuits.

25
26 ⁵⁵ *Garcia v. 1971 Fateh LLC* (C.D. Cal. April 21, 2021, No. 2:20-cv-07661-SVW-AS) 2021 U.S.
Dist. LEXIS 166534, at *4-9.

27 ⁵⁶ Order and Judgment Re Court Trial, *Garcia v. Josefina Rodriguez* (C.D. Cal., July 13, 2021,
28 No. 2:20-cv-05647).

3. *It Is Literally Impossible for the Serial Filers to Have a Genuine Intent to Return to Each and Every One of the Thousands of Businesses They Sue*

86. As a number of the above-quoted federal court decisions have noted, the sheer volume of federal ADA/Unruh cases that Defendants file discredits the Serial Filers' allegations that they personally encounter barriers at each sued business and genuinely intend to return to each business.⁵⁷ Between 2018 and the present, Defendants filed **over 800 federal cases** on behalf of Orlando Garcia, approximately **1,700 federal cases** on behalf of Brian Whitaker, and thousands more on behalf of Chris Langer, Scott Johnson, Rafael Arroyo, and the other Serial Filers.⁵⁸ Particularly in light of the fact that the Serial Filers' sworn testimony makes clear that they cannot even keep track of all the businesses they sue, Defendants know it is literally impossible for the Serial Filers to have personally encountered each alleged barrier and to genuinely intend to return to each business.

87. Defendants' deceitful, unlawful conduct is particularly blatant and indisputable with respect to Mr. Garcia and Mr. Whitaker. As discussed above, beginning in 2021 Defendants started filing hundreds and hundreds of cases against Bay Area businesses on behalf of Mr. Garcia and Mr. Whitaker, both of whom live in Los Angeles County, a 350-400 mile drive away. Over the past year, Defendants have unleashed these two Serial Filers on the Bay Area's small business community, filing hundreds of indiscriminate ADA/Unruh Act lawsuits containing false standing allegations against restaurants, beauty parlors, laundromats, a print shop, a veterinary hospital, and a host of different retail shops, among other kinds of businesses. And yet, to the People's knowledge, these two Serial Filers have no preexisting connection to

⁵⁷ See also, e.g., *Bouyer v. LAXMI Hospitality LLC* (C.D. Cal. Dec. 9, 2020, No. 2:20-cv-7802) ("These conclusory allegations amount to mere 'some day' intentions that the Ninth Circuit has found are insufficient to establish Article III standing. Plaintiff, who has filed over 450 similar actions in the Central District in recent years, has failed to present any concrete plans or other specific information about when he intends to return to Defendant's Property. The Court therefore concludes that Plaintiff has failed to plead or submit sufficient facts to establish his standing[.]")

⁵⁸ A spreadsheet listing all cases that Potter Handy filed on behalf of Orlando Garcia in federal court, as well as all removed state court cases alleging website accessibility violations, is attached as **Exhibit I** and is incorporated by reference into the People's complaint.

1 San Francisco or the larger Bay Area; indeed, Mr. Garcia even admitted in a June 2021
2 deposition (with Defendant Bradley Smith present) that he had not left southern California
3 between 2016 and June 2021.⁵⁹

4 4. Cases Where Defendants Made Demonstrably False Standing Allegations

5 88. Anecdotal evidence provides further support for what the deposition transcripts,
6 federal court decisions, and sheer number of Potter Handy cases already make clear: the Serial
7 Filers do not actually personally encounter barriers at the businesses they sue, let alone have a
8 genuine intent to return. The People list the seven cases below as examples further
9 demonstrating that Defendants intentionally, falsely allege their Serial Filers have standing in
10 order to extract settlements from small businesses, and to shine a light on the human impact of
11 the Defendants' unlawful business practices. In all seven of these cases, the complaints were
12 signed by Defendant Amanda Lockhart Seabock, listing Defendants Prathima Price and Dennis
13 Price as additional counsel.

14 89. Hon's Wun-Tun House. In April 2021, Potter Handy filed an ADA/Unruh suit on
15 behalf of Serial Filer Brian Whitaker against Hon's Wun-Tun House, a Cantonese restaurant
16 located on Kearny Street in San Francisco's historic Chinatown.⁶⁰ In the complaint, Defendants
17 repeated their standard boilerplate allegations, identifying only a single physical barrier that Mr.
18 Whitaker supposedly encountered during an alleged visit in March 2021: a "lack of sufficient
19 knee or toe clearance under the outside dining surfaces for wheelchair users." This allegation
20 was false; in March 2021, ***Hon's Wun-Tun House was open for takeout only, it had no outdoor***

21
22 ⁵⁹ Mr. Garcia's testimony on this point is internally inconsistent, casting further doubt on his
23 credibility. See **Exhibit G** at 13:16-14:-22, 23:13-14, 25:14-23 (first stating under oath he had
24 not left Southern California between 2016 and the June 17, 2021 deposition, and then shortly
25 thereafter claiming he had gone to San Francisco the week before the deposition, and then also
26 claiming he had additionally stayed in San Jose within the preceding 12 months). Mr. Garcia
27 also testified in his deposition that it is a "struggle" and "exhausting" to leave his home, and
stated that to travel long-distance he would need another person to drive him in his van. These
facts, which are known to Defendants, further demonstrate it is impossible that he could return to
hundreds of different businesses many hundreds of miles from where he lives. See **Exhibit G** at
14:23-15:10.

28 ⁶⁰ *Whitaker v. Hon's Wun-Tun House LLC*, (N.D. Cal., April 27, 2021, No. 3:21-cv-03041).

1 **dining tables at all, and it was not providing sit-down dining services for anyone.** In fact,
2 during that time, it was blocking its entrance with two tables to ensure no customers could enter.
3 Mr. Whitaker could not possibly have personally encountered an inaccessible outdoor dining
4 surface in March 2021, as alleged.

5 90. Latte Express. Also in April 2021, Potter Handy filed an ADA/Unruh suit on
6 behalf of Serial Filer Brian Whitaker against Latte Express, a small shop in San Francisco's
7 historic Chinatown that sells coffee, pastries, and Vietnamese sandwiches, and which is located
8 immediately next door to Hon's Wun-Tun House.⁶¹ In the complaint, Defendants repeated their
9 standard boilerplate allegations, identifying the exact same physical barrier that Mr. Whitaker
10 had supposedly encountered in March 2021 at Hon's Wun-Tun House: a "lack of sufficient knee
11 or toe clearance under the outside dining surfaces for wheelchair users." But, like Hon's Wun-
12 Tun House, **Latte Express was not open for indoor or outdoor dining in March 2021—only**
13 **takeout—and, in fact, it did not even set any dining tables outside during that time period.** As
14 with Hon's Wun-Tun House, Mr. Whitaker could not possibly have personally encountered an
15 inaccessible outdoor dining surface in March 2021, as alleged.

16 91. Lyle Tuttle Tattoo Shop and Tattoo Museum. Also in April 2021, Potter Handy
17 filed an ADA/Unruh suit on behalf of Serial Filer Brian Whitaker against the historic Lyle Tuttle
18 Tattoo Shop and Tattoo Museum, located on Columbus Avenue in the North Beach
19 neighborhood of San Francisco.⁶² In the complaint, Defendants repeated their standard
20 boilerplate allegations, identifying only a single physical barrier that Mr. Whitaker supposedly
21 encountered during March 2021: "an unramped step at the entrance of Lyle Tuttle." However,
22 Mr. Whitaker could not possibly have encountered this alleged barrier, because **the Lyle Tuttle**
23 **shop was open by appointment-only in March 2021, was closed to walk-ins, and Mr. Whitaker**
24 **never made an appointment.** In fact, at that time the Lyle Tuttle shop had signage in front of its
25 business stating that appointments were required. Nonetheless, if Mr. Whitaker had actually
26

27 ⁶¹ *Whitaker v. Eva C. Jeong* (N.D. Cal. filed April 1, 2021, No. 3:21-cv-02362).

28 ⁶² *Whitaker v. The Tattoo Museum LLC* (N.D. Cal. April 14, 2021, No. 3:21-cv-02662).

1 attempted to enter the shop by pushing the doorbell to summon an employee, he would have
2 found that the shop had a removable wheelchair ramp that would have allowed him full access to
3 the business, disproving his allegation of personally encountering a barrier preventing him from
4 entering. Further disproving the allegation that Mr. Whitaker actually encountered the alleged
5 barrier, when the shop’s counsel asked Defendants for proof that Mr. Whitaker was even in San
6 Francisco at the time of his supposed visit, the only “proof” Defendants could provide were two
7 photographs of the shop that were clearly taken from a vehicle in the travel lane on Columbus
8 Avenue—indicating Mr. Whitaker never visited the business, or merely passed it by in a vehicle
9 without ever encountering the step.⁶³

10 92. Dim Sum Corner. In June 2021, Potter Handy filed an ADA/Unruh suit on behalf
11 of Serial Filer Orlando Garcia against Dim Sum Corner, a newly renovated restaurant located on
12 Grant Avenue in San Francisco’s historic Chinatown, which had taken and passed a CASp
13 inspection prior to opening.⁶⁴ In the complaint, Defendants repeated their standard boilerplate
14 allegations, identifying only two barriers Mr. Garcia supposedly encountered in June 2021: “the
15 ramp that runs up to the entrance did not have a level landing. What is more, the ramp had a
16 slope of about 12.5%. Finally, there were 2- to 2.5-inch rises (small steps) from the sidewalk to
17 the outdoor dining area.” However, in Dim Sum Corner’s motion to dismiss, its counsel
18 submitted a declaration and photograph proving that the entrance to the restaurant (which has a
19 wide, modern ADA-compliant door activated by a manual push button) is almost completely flat
20 and has no ramp, let alone one with a steep slope of 12.5%.⁶⁵ Dim Sum Corner’s counsel also
21 provided evidence of an accessible outdoor dining space. Defendants then amended their
22 complaint to entirely change the alleged entrance violation to “a noticeable undulating slope at
23

24 ⁶³ One of these photographs is attached to this Complaint as **Exhibit J** and is incorporated herein
25 by reference.

26 ⁶⁴ *Garcia v. Betty Jean Louie II Limited Partnership* (N.D. Cal., June 30, 2021, No. 3:21-cv-
05036).

27 ⁶⁵ A photograph of Dim Sum Corner’s entrance is attached to this Complaint as **Exhibit K** and is
28 incorporated herein by reference.

1 the front entrance,” stating that “[t]he idea of navigating this slope in his wheelchair gave
2 plaintiff discomfort and would have caused him difficulty and, therefore, he did not attempt to
3 enter the restaurant.” Defendants also eliminated the allegation that the outdoor dining area had
4 small steps, replacing it with a completely new allegation that a particular outdoor table was
5 inaccessible by virtue of having a central pedestal. Despite Defendants’ original claims being
6 disproven, Defendants refused to dismiss their frivolous case, which Dim Sum Corner ultimately
7 settled—a further example of Defendants leveraging false allegations to obtain cash settlements,
8 even from businesses that clearly were in compliance with the ADA.

9 93. Pacific Printing Company. Also in June 2021, Potter Handy filed an ADA/Unruh
10 suit on behalf of Serial Filer Orlando Garcia against Pacific Printing Company, a small print
11 shop in San Francisco’s historic Chinatown.⁶⁶ In the complaint, Defendants repeated their
12 standard boilerplate allegations, identifying only a single physical barrier that Mr. Garcia
13 supposedly encountered during June 2021: “an unramped step (vertical rise of about 3 inches) at
14 the door entrance that was about three inch in height. There was no ramp for wheelchair users.”
15 However, as of June 2021, Pacific Printing Company’s business was still very slow given the
16 decrease in business caused by the COVID-19 pandemic, and the owner kept the business’s door
17 locked out of fear of anti-Chinese violence, only opening it to regular clients and other known
18 customers. The owner never saw anyone in a wheelchair wanting to come into the store or
19 patronize her business. Because the shop’s door was locked in June 2021, the owner would have
20 had to specially open it for Mr. Garcia in order for him to encounter the alleged step. However,
21 Mr. Garcia was never seen, meaning he could not possibly have personally encountered the step
22 as alleged.

23 94. Coupa Café. Outside of San Francisco, in May 2021, Potter Handy filed an
24 ADA/Unruh suit on behalf of Serial Filer Brian Whitaker against Coupa Café, a restaurant
25 located on Main Street in Redwood City, California.⁶⁷ In the complaint, Defendants repeated
26

27 ⁶⁶ *Garcia v. Teresa C. Luk* (N.D. Cal., June 29, 2021, No. 3:21-cv-04986).

28 ⁶⁷ *Whitaker v. Marston CC Corp.* (N.D. Cal., May 18, 2021, No. 4:21-cv-03700).

1 their standard boilerplate allegations, identifying only a single barrier Mr. Whitaker supposedly
2 encountered in May 2021: “the lack of sufficient knee or toe clearance under the outside dining
3 surfaces for wheelchair users.” However, the business reviewed its surveillance camera footage
4 for the month of May 2021 and saw that only one wheelchair user had visited the business, and
5 that wheelchair user was known to the business as a regular customer who successfully made a
6 purchase without issue. As a result, Defendants’ allegations that Mr. Whitaker personally visited
7 the business and encountered a barrier were false.

8 95. Amy’s Salon. Also outside of San Francisco, in January 2021, Potter Handy filed
9 an ADA/Unruh suit on behalf of Serial Filer Scott Johnson against the owners of the building
10 that housed Amy’s Salon, in Campbell, California.⁶⁸ In the complaint, Defendants repeated their
11 standard boilerplate allegation that “Plaintiff went to Amy [sic] Salon in November 2020 with
12 the intention to avail himself of its goods or services motivated in part to determine if the
13 defendants comply with the disability access law.... Amy [sic] Salon is a facility open to the
14 public, a place of public accommodation, and a business establishment.” However, as the
15 defendant building owner told the *Sacramento Bee*, Amy’s Salon was closed in November, and
16 the facility only allows pre-vetted customers inside, making it impossible for Mr. Johnson to
17 have actually visited the business as he claimed.⁶⁹

18 96. When viewed together, this anecdotal data proves what small businesses across
19 California have long claimed: that the Serial Filer clients do not actually personally encounter the
20 barriers Defendants allege they encountered. Combined with the deposition testimony, federal
21 court cases, and sheer number of cases filed, the only possible conclusion is that Defendants
22 intentionally make false standing allegations to deceive the courts and sued businesses into
23 believing federal jurisdiction is appropriate, all for the purpose of avoiding California’s reforms
24 on abusive Unruh Act litigation and shaking down small businesses for cash settlements.

25
26 ⁶⁸ *Scott Johnson v. John A. Hughes et al.* (N.D. Cal., Jan. 29, 2021, No. 5:21-cv-00706).

27 ⁶⁹ Stanton, *Serial ADA filer sets sights on Bay Area merchants, submitting 1,000 complaints in*
28 *two years*, *Sacramento Bee* (June 28, 2021), <<https://www.mercurynews.com/2021/06/28/serial-ada-filer-sets-sights-on-bay-area-merchants-submitting-1000-complaints-in-two-years/>>.

1 **C. Defendants’ Unlawful Practices Have Subverted the Intent of the Unruh Act**
2 **and Devastated Small Businesses in San Francisco and Across California**

3 97. By circumventing the Unruh Act’s restrictions on abusive litigation to use it as a
4 cudgel to pressure small businesses to pay cash settlements, Defendants and the Serial Filers they
5 conspire with have smeared the reputation of honest disabled plaintiffs and disability-rights
6 attorneys, setting back the cause of disabled persons across California. As California law states,
7 Defendants’ business practices “unfairly taint[] the reputation of other innocent disabled
8 consumers who are merely trying to go about their daily lives accessing public accommodations
9 as they are entitled to have full and equal access under the state’s Unruh Civil Rights Act[.]”
(Code Civ. Proc., § 425.55(a)(2).)

10 98. These deceitful lawsuits have caused enormous damage to California’s small
11 businesses, the victims of Potter Handy’s scheme. In San Francisco and the surrounding Bay
12 Area, Asian-American communities have been especially affected, after already suffering greatly
13 from the COVID-19 pandemic and a rise in anti-Asian hate crimes:

- 14 • “I couldn’t sleep because I don’t know what to do. This whole case — I can’t
15 afford it.” — Fanly Chen, owner of the GoApple store in San Francisco’s
16 Chinatown.⁷⁰
- 17 • “You feel like oh by god, everything is starting to come back, business is
18 booming and then you fall from heaven. Not from heaven to Earth but to
19 hell.” — Kakey Chang, owner of My Breakfast House in San Carlos.⁷¹
- 20 • “The last year was so difficult and probably the hardest year that everyone has
21 ever worked in this industry. So everyone was on this high, and all of the
22

23
24 ⁷⁰ Egelko, Said, *Disability lawsuits hit S.F. Chinatown and state. Are they helpful or a*
25 *moneymaking scheme?* San Francisco Chronicle (Updated Aug. 2, 2021),
26 <<https://www.sfchronicle.com/bayarea/article/Disability-lawsuits-hit-S-F-Chinatown-and-state-16356130.php>>.

27 ⁷¹ *ADA lawsuits hit hard in San Mateo County*, The Daily Journal (Updated Aug. 2, 2021),
28 <https://www.smdailyjournal.com/news/local/ada-lawsuits-hit-hard-in-san-mateo-county/article_276e60d6-ede4-11eb-8e21-cbe32ea45061.html>

sudden this [lawsuit] happened.” — Tony Han, owner of Tai Pan in Palo Alto.⁷²

99. Defendants have victimized businesses across much of California, but perhaps no community has been as harshly impacted by Defendants’ scheme as San Francisco’s historic Chinatown, a cultural center of the Bay Area’s Chinese-American population that is home to large populations of immigrants, many of whom are monolingual speakers of Cantonese and other languages. The following paragraphs list several examples of how Defendants’ unlawful business practices have harmed the Chinatown community.

100. Renmin Yan, the owner of Hon’s Wun-Tun House on Kearny Street in San Francisco, came to the United States from Guangzhou, China 15 years ago. Her first language is Cantonese. She worked as a waitress for 11 years after immigrating, taking part-time English classes at the City College of San Francisco for four years, until she was too tired from her busy work schedule to continue. She was finally able to purchase Hon’s Wun-Tun House from its previous owner in late 2018, eventually employing eight fulltime and parttime employees by March 2020. When the COVID-19 pandemic struck, the restaurant lost at least half of its revenue and, despite a rent reduction from its landlord, was forced to reduce its total workers to two fulltime and two part-time (including Ms. Yan herself). As described above, she was only providing takeout orders in March 2021, when Defendants falsely claimed that Brian Whitaker encountered an inaccessible outdoor dining table. Ms. Yan saw, after receiving the lawsuit, that she had only 21 days to respond and hired an attorney for \$6,500. She was later assisted by another lawyer provided by the Chinese Chamber of Commerce, but ultimately settled with Defendants. Ms. Yan estimates it will take at least 2-3 months for her business to recuperate the settlement figure. Had Defendants not falsely alleged Mr. Whitaker’s standing, they would not have been able to pursue a federal court lawsuit, force Ms. Yan to pay money to retain a lawyer, or pressure Ms. Yan into settling.

⁷² Forestieri, *Spate of ADA lawsuits hits hundreds of local businesses still reeling from the pandemic*, The Almanac (Aug. 13, 2021), <<https://www.almanacnews.com/news/2021/08/13/spate-of-ada-lawsuits-hits-hundreds-of-local-businesses-still-reeling-from-the-pandemic>>.

1 101. Johnny Ly, the owner of Latte Express on Kearny Street in San Francisco, came
2 to the United States from Cambodia 22 years ago. His first language is Cambodian, and he has
3 basic English reading skills from ESL classes. When he and his wife arrived in the United
4 States, they worked in donut shops in Los Angeles and bakeries in the Bay Area. About five
5 years ago, after a year running a donut shop on San Francisco's Market Street, they were able to
6 purchase Latte Express, which they run with the help of their son, with no other employees.
7 After COVID-19 hit in March 2020, they lost over half of their revenue despite the landlord
8 lowering their rent. They have not made a profit since 2020 and do not anticipate doing so in
9 2022. As described above, Mr. Ly was only providing takeout orders in March 2021, when
10 Defendants falsely claimed that Brian Whitaker encountered an inaccessible outdoor dining
11 table. Mr. Ly did not understand the lawsuit and did not have the money to hire a lawyer, so he
12 brought the packet to his son-in-law, a general contractor who then sent workers to Latte Express
13 to correct any potential ADA violations that might exist there. Mr. Ly's son believes the
14 contractor sent photographs of the fixes to Defendants, but Mr. Ly never heard from Defendants
15 again. Unfortunately, a review of the federal courts' PACER case management system reveals
16 that Defendants—far from accepting Latte Express's good faith attempts to cure any possible
17 ADA violations—simply moved for and obtained an entry of default against Mr. Ly in June
18 2021.⁷³

19 102. Teresa Chow Luk, the owner of Pacific Printing Company on Clay Street in San
20 Francisco, came to the United States from Macau in 1979. Her first language is Cantonese, and
21 she is not fluent in English. Since arriving, she has worked at Pacific Printing Company, which
22 she now owns with her husband. Prior to the March 2020 shutdown caused by COVID-19, she
23 had four employees in addition to herself and her husband. The print shop was shut down for
24 three months, and after it reopened there was hardly any business. Ms. Luk estimates a net loss
25 of over 50% of her revenues from March 2020 to June 2021, during which time she did not take
26 a salary. In fact, since COVID-19 struck, her employees have been on-call only, and she and her
27

28 ⁷³ *Whitaker v. Eva C. Jeong* (N.D. Cal., June 2, 2021, No. 3:21-cv-02362) Docket No. 13.

1 husband only came into work because it was better than sitting at home. Even after reopening,
2 Ms. Luk has kept the front door locked because of her fear of anti-Chinese violence, opening it
3 only for regular clients and known customers, and generally bringing orders outside to the curb
4 for her customers to pick up. She does not know when the business will earn a profit again.
5 Since being sued by Defendants, the Chinese Chamber of Commerce has assisted Ms. Luk in
6 obtaining a lawyer, and she is negotiating a settlement with Defendants—yet another example of
7 Defendants using their false standing allegations to pressure small businesses without resources
8 into cash settlements.

9 103. Beyond these few representative stories, thousands of other small businesses
10 across California have been forced to pay their hard-earned funds, not to actually remedy ADA
11 violations and increase accessibility, but to fill Defendants’ pockets. Potter Handy’s unlawful
12 scheme can no longer be tolerated.

13 **III. DEFENDANTS’ VIOLATIONS OF THE UNFAIR COMPETITION LAW**

14 **A. The Unfair Competition Law, Business & Professions Code § 17200**

15 104. California’s Unfair Competition Law defines unfair competition to include any
16 “unlawful, unfair or fraudulent business act or practice.” (Bus. & Prof. Code, § 17200.)
17 “Unlawful” practices include violations of criminal laws, as well as violations of the California
18 Rules of Professional Conduct. (*See Stop Youth Addiction, Inc. v. Lucky Stores* (1998) 17
19 Cal.4th 553; *People ex rel. Herrera v. Stender* (2012) 212 Cal.App.4th 614.) Accordingly, an
20 attorney or law firm that commits a crime or violates the California Rules of Professional
21 Conduct has by extension violated the Unfair Competition Law. (*See* Bus. & Prof. Code,
22 §§ 17200, 17201, 17203 & 17206(a).)

23 105. Business and Professions Code section 17206 imposes civil liability of not more
24 than \$2,500 for each violation of any act of unfair competition, as defined by Business and
25 Professions Code section 17200.

26 106. Business and Professions Code section 17203 authorizes the Court to order
27 restitution of any money or property which may have been acquired by means of unfair
28 competition, as defined in Business and Professions Code section 17200.

1 107. Business and Professions Code section 17203 also authorizes the Court to issue an
2 order to enjoin any person who engages, has engaged, or proposes to engage in unfair
3 competition, as defined in Business and Professions Code section 17200.

4 **B. Predicate Violations**

5 108. Attorneys who practice in California federal courts are required to follow the
6 standards of professional conduct required of members of the State Bar of California, including
7 those set forth in the State Bar Act (Bus. & Prof. Code, §§ 6000 *et seq.*) and the Rules of
8 Professional Conduct. (*See, e.g.*, N.D. Cal. Local Rule 11-4; C.D. Cal. Local Rule 83-3.1.2.)
9 Several of these standards of professional conduct set forth legal requirements and prohibitions
10 that may serve as predicate violations for a UCL claim alleging “unlawful” business practices
11 and, at the same time, are exempt from California’s litigation privilege.

12 1. *Business & Professions Code § 6128(a): Attorney Deceit and Collusion*

13 109. Business and Professions Code section 6128, subdivision (a) states that “[e]very
14 attorney is guilty of a misdemeanor who...[i]s guilty of any deceit or collusion, or consents to
15 any deceit or collusion, with intent to deceive the court or any party.” (Bus. & Prof. Code, §
16 6128(a).) Any attorney who knowingly makes, adopts, or approves a false statement in a legal
17 filing or as part of litigation, or knowingly consents to another person making, adopting, or
18 approving a false statement in a legal filing or as part of litigation, with the intent to deceive the
19 court or another party, has violated Section 6128(a) and is guilty of a misdemeanor. The
20 California Supreme Court has held that Section 6128(a) is specifically exempt from the litigation
21 privilege. (*Action Apartment Assn., Inc. v. City of Santa Monica* (2007) 41 Cal.4th 1232, 1244
22 (citations omitted).)

23 2. *Rule of Professional Conduct 3.1: Meritorious Claims*

24 110. California Rule of Professional Conduct 3.1 states that a lawyer shall not “bring
25 or continue an action, conduct a defense, or assert a position in litigation...without probable
26 cause and for the purpose of harassing or maliciously injuring any person.” (R. Prof. Conduct, §
27 3.1(a)(1).) Because Rule of Professional Conduct 3.1 only applies in the context of litigation, it
28 is “more specific than” and exempt from the litigation privilege. (*Action Apartment, supra*, 41

Cal.4th at 1246 (statute exempt from litigation privilege where it is “more specific than the litigation privilege and would be significantly or wholly inoperable if its enforcement were barred when in conflict with the privilege”).)

3. Rule of Professional Conduct 3.3: Candor Toward the Tribunal

111. California Rule of Professional Conduct 3.3(a)(1) states that a lawyer shall not “knowingly make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer.” California Rule of Professional Conduct 3.3(b) states that “[a] lawyer who represents a client in a proceeding before a tribunal and who knows that a person intends to engage, is engaging or has engaged in criminal or fraudulent conduct related to the proceeding shall take reasonable remedial measures to the extent permitted by Business and Professions Code section 6068, subdivision (e) and rule 1.6.” Like Rule 3.1, Rule 3.3 only applies in the context of litigation, and it is therefore exempt from the litigation privilege.

4. UCL Claims Based on Alleged Violations of These Exempt Predicate Offenses are Themselves Exempted from the Litigation Privilege

112. The People’s civil prosecution of Defendants is brought under the “unlawful” prong of the UCL, to enforce violations of Business and Professions Code section 6128(a), Rule of Professional Conduct 3.1, and Rule of Professional Conduct 3.3, all of which are exempt from the litigation privilege. As a result, the People’s UCL claim is likewise exempt from the litigation privilege:

Where, as here, the “borrowed” statute is more specific than the litigation privilege and the two are irreconcilable, unfair competition law claims based on conduct specifically prohibited by the borrowed statute are excepted from the litigation privilege.... Civil statutes for the protection of the public should be interpreted broadly in favor of their protective purpose.⁷⁴

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⁷⁴ *People v. Persolve* (2013) 218 Cal.App.4th 1267, 1276-77; *see also Zhang v. Superior Court* (2013) 57 Cal.4th 364, 373-74 (a plaintiff may not use the UCL to reframe or recharacterize a claim if the underlying predicate is itself barred by the litigation privilege, but if the underlying predicate is not itself barred, the UCL claim may proceed).

C. Defendants Violate the Unfair Competition Law in the Federal ADA/Unruh Lawsuits They File on Behalf of the Serial Filers

113. When the Defendants file their federal ADA/Unruh complaints on behalf of their Serial Filers, take action to prosecute a federal ADA/Unruh case filed on behalf of their Serial Filers, or settle one of their Serial Filers' federal ADA/Unruh cases, they are intentionally signing off on, endorsing, adopting, and making the false allegations that the Serial Filer personally encountered a barrier at the sued business, was prevented or deterred from accessing the business because of that barrier, and genuinely intends to return to the sued business. They do so with the intent to deceive the federal courts and the small businesses they sue into believing the Serial Filers have standing, such that the small businesses they sue are forced to settle or engage in prolonged, expensive litigation.

114. In doing so, the Defendants violate Business and Professions Code section 6128(a) by committing deceit and collusion, and consenting to deceit and collusion, with the intent to deceive the federal court and the sued business into believing the Serial Filer has standing and therefore can bring a federal court case. They also violate Rule of Professional Conduct 3.1 by bringing and maintaining an action without probable cause—*i.e.*, an action for which the plaintiff lacks standing—for the purpose of maliciously injuring the sued business by forcing it to pay a settlement. And they violate Rule of Professional Conduct 3.3 by knowingly making, and failing to correct, the false standing allegations. The Defendants' predicate violations of these laws constitute unlawful business practices under the UCL.

115. All of the Defendants share information with each other and coordinate, collude, and conspire with each other, and aid and abet each other, to advance Potter Handy's primary goal—filing and settling deceitful federal ADA/Unruh Serial Filer cases.⁷⁵ Each of the Defendants, even when they are not personally committing the above-listed predicate violations

⁷⁵ As recognized in a number of cases, information and knowledge held by any one of the Defendants may be imputed to each of the other Defendants. *State Compensation Ins. Fund v. Drobot* (C.D. Cal., July 11, 2014) 2014 WL 12579808, at *7 (recognizing that what some attorneys know will be communicated to other attorneys in the same firm); *Genentech, Inc. v. SanofiAventis Deutschland GMBH* (N.D. Cal., Mar. 20, 2010) 2010 WL 1136478, at *7 (recognizing the reality that attorneys working in the same firm share information).

1 and therefore violating the UCL, intentionally aids and abets the other Defendants by giving
2 them substantial assistance and encouragement, all while knowing that the others' conduct is
3 unlawful.

4 116. That Defendants act in concert is demonstrated by the fact that each of them has
5 assisted in representing the Serial Filers in the various ADA/Unruh cases filed by Potter Handy,
6 often taking on different roles that are part of the overall unlawful scheme to file deceitful
7 ADA/Unruh cases. As Defendant Potter's May 2021 declaration states, he manages the firm's
8 personnel, while the other Defendants are assigned to a variety of roles across the firm's cases.⁷⁶
9 Defendants Handy, Dennis Price, and Amanda Lockhart Seabock also actively oversee the firm's
10 other attorneys, a fact corroborated not only by Defendant Potter's declaration but by these
11 attorneys' prominent appearance on the complaints they file on behalf of Orlando Garcia.
12 Indeed, a review of the more than 800 publicly available court complaints filed on behalf of
13 Orlando Garcia in federal physical-barrier cases reveals that Defendant Handy was the signing
14 attorney in **479 cases** and Defendant Amanda Lockhart Seabock was the signing attorney in **321**
15 **cases**, while Defendant Dennis Price was listed as counsel on the complaints filed in **807 cases**.

16 117. Other Defendants also appear prominently in this fashion. Defendant Raymond
17 Ballister Jr. was listed as counsel on the complaints filed in **488 cases**, Defendant Prathima Price
18 was listed as counsel on the complaints filed in **321 cases**, and Defendant Phyl Grace was listed
19 as counsel on the complaints filed in **150 cases**, while Defendant Carson was the signing attorney
20 in seven cases, and both Defendant Zaman and Defendant Christopher Seabock signed one
21 complaint or amended complaint. Defendants Zaman, Christopher Seabock, Montgomery,
22 Gutierrez, Masanque, Smith, and Zimmerman frequently appear in different capacities in the
23 various Serial Filer cases as needed to accomplish certain tasks or perform the day-to-day
24 functions of litigation, such as by responding to motions to dismiss, filing for entries of default,
25 appearing at mediations, attending in-person inspections at sued businesses, and handling a host
26 of other administrative and procedural tasks.

27
28 ⁷⁶ Exhibit A, at ¶¶ 2, 7, 8.

118. For example, as already discussed, Defendants Montgomery and Smith have appeared to represent the Serial Filers in their various depositions where their sworn testimony shows they lack standing. And as an additional example, in *Garcia v. Honey Baked Ham Inc.* (C.D. Cal., Jan. 29, 2020, No. 2:20-cv-00951), which included Defendants Handy, Dennis Price, Grace, and Ballister on the complaint, Defendant Elliott Montgomery appeared to file an amended complaint, Defendant Christopher Seabock appeared to file a stipulation and a report, Defendant Isabel Rose Masanque appeared to file an opposition to a motion for summary judgment, and Defendant Tehniat Zaman appeared to file a second amended complaint. All of the Defendants operate together as a single unit to file deceptive Serial Filer ADA/Unruh cases based on false standing allegations, with the intent of deceiving the courts and opposing parties.

119. In addition to the violations they personally committed, Defendants Mark Potter, Russell Handy, and Dennis Price, as partners of Defendant Potter Handy LLP, maintain ultimate supervisory and managerial responsibility over all of the other Defendants. For her part, Defendant Amanda Lockhart Seabock is a supervising attorney who oversees other attorneys' work. As such, Defendants Potter Handy LLP, Mark Potter, Russell Handy, Dennis Price, and Amanda Lockhart Seabock have the right to control the activities of the remainder of the Defendants, and therefore are principals of the remainder of the Defendants, who are their agents. Moreover, Defendants Potter, Handy, Dennis Price, and Amanda Lockhart Seabock know of their subordinates' unlawful violations and have failed to take reasonable remedial action. Accordingly, Defendants Potter Handy LLP, Mark Potter, Russell Handy, Dennis Price, and Amanda Lockhart Seabock are liable for any and all violations of the UCL committed by any one of the other Defendants.⁷⁷

CAUSES OF ACTION

FIRST CAUSE OF ACTION (all Defendants)
(Business and Professions Code § 17200 *et seq.*)

120. The People repeat, re-allege, and incorporate herein each and every allegation in paragraphs 1 through 119, above.

⁷⁷ See also Rule of Professional Conduct § 5.1.

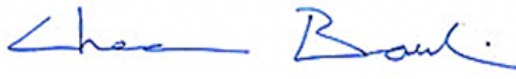
awards that Defendants received in each and every federal Serial Filer case that Defendants filed or settled within the four-year statute of limitations period.

127. That pursuant to Business and Professions Code section 17206, Defendants be ordered to pay cumulative⁷⁸ civil penalties of Two Thousand Five Hundred Dollars (\$2,500.00) for each violation of Business and Professions Code section 17200, according to proof.

128. That Plaintiff be awarded its costs of suit.

Dated: April 11, 2022

Respectfully submitted,

By: 
CHESA BOUDIN
District Attorney of the City and County of San Francisco

By: 
GEORGE GASCÓN
Los Angeles County District Attorney

Attorneys for Plaintiff
PEOPLE OF THE STATE OF CALIFORNIA

⁷⁸ Bus. & Prof. Code § 17205.

Exhibit A – Declaration of Mark Potter filed May 13, 2021

CENTER FOR DISABILITY ACCESS
Raymond Ballister Jr., Esq., SBN 111282
Russell Handy, Esq., SBN 195058
Dennis Price, Esq., SBN 279082
Mail: 8033 Linda Vista Road Suite 200
San Diego CA 92111
(858) 375-7385; (888) 422-5191 fax
dennisp@potterhandy.com

Attorneys for Plaintiff ORLANDO GARCIA

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Orlando Garcia,
Plaintiff,

v.

Duquesne Properties, LLC, a
California Limited Liability
Company,
Defendants.

Case No. 2:20-cv-11426-GW-AFM

**Amended Declaration of Mark Potter
in Support of Plaintiff's Motion for
Attorney's Fees and Litigation
Expenses**

1. I, the undersigned, am one of the attorneys for plaintiff, Orlando Garcia, and in that capacity of have familiarity with this case. I can competently testify to the following based on my own knowledge and experience.
2. I am the managing partner of the Center for Disability Access. I manage the firm's personnel and I maintain and review the firm's billing. I maintain all the business records, including the billing and invoices. The billing attached as Exhibit 2 is an invoice generated by our case management software based on contemporaneous time keeping data. It contains a true and accurate reproduction of the tasks and billing kept in this case and truly and accurately reflects the tasks completed by the attorneys and staff who worked on this case and kept in the normal

1 course of business. While the document reflects a “billed client” our
2 firm works on contingency in most circumstances. This billing includes a
3 number of entries that have been removed from the total as “unbilled”
4 as an exercise of billing judgment.

5 3. Beginning in November 2020, my firm adjusted its practices in response
6 to criticism levied by various courts. Previously, following precedent that
7 allowed for awards based on recreated billing, *PLCM Group v. Drexler*
8 (2000) 22 Cal.4th 1084, 1096 & FN4 (claim based on detailed
9 reconstructed records upheld); *Weber v. Langholz* (2nd Dist. 1995) 39
10 Cal.App.4th 1578, 1587 (upholding fee awards based on counsel’s
11 declaration, even though time records and billing statements not
12 provided); *Sommers v. Erb* (4th Dist. 1992) 2 Cal.App.4th 1644, 1651
13 (fee claim based on estimated number of hours), it had been firm
14 practice to only prepare billing statements when necessary, due to the
15 overhead of doing contemporaneous billing when most cases would not
16 need it. We changed two aspects of our billing to accommodate these
17 concerns and to put to rest negative inferences that had been made
18 about the firm’s billing. First, we began tracking contemporaneous time
19 keeper data, and second, we transitioned to making more use of legal
20 assistants and paralegals and beginning to bill for paralegal time,
21 whereas previously this was treated as an overhead cost.

22 4. We bill our investigators at \$200 per on-site investigation. This case
23 involved one investigation (\$200). My investigator did not present me a
24 formal invoice.

25 5. The exhibit 7 is Plaintiff’s notice of acceptance of defendant’s offer of
26 judgment.

27 6. I founded the Center for Disability Access, have devoted more than 95%
28 of my practice to disability issues for 20 years. I was a former officer of

1 the California's for Disability Rights, Chapter Number One—the oldest
2 and most prestigious disability civil rights advocacy organization in
3 California, as well as a board member of the prestigious Southern
4 California Rehabilitation Services. I have given ADA seminars
5 throughout the state of California and published in numerous disabled
6 rights periodicals. I have litigated over 2,000 disability cases. My
7 expertise and experience with ADA cases is almost unparalleled in
8 California. I have been interviewed on CNN as an ADA legal expert.

9
10 7. I have tested several different staffing strategies with my law firm and
11 have found our current system to be the most efficient in terms of both
12 cost and reduction of the number of hours spent litigating a case. Our
13 firm operates using a method of specialization that allows relatively new
14 attorneys to become intimately familiar with particular areas of
15 litigation and handle those aspect efficiently and effectively.

16 8. While the overall number of attorneys that play a role in the
17 development of one of our ADA cases might be higher than that seen in
18 other firms, each attorney is working discrete aspects of our cases and
19 does not spend time duplicating effort. For example, we have a
20 discovery team. The attorneys on the discovery team become intimately
21 familiar with the Rules of Civil Procedure, the Local Rules of each
22 District Court and the various court Standing Orders regarding
23 discovery. This means that these attorneys do not have to bill or spend
24 any time reviewing discovery standards, rules or any local requirements
25 before getting right to drafting. Moreover, they are intimately familiar
26 with the templates that we use and most efficient way to assembling the
27 discovery. This is true of the various teams that we have put together in
28

1 my firm. Thus, merely considering the raw number of attorneys that
2 have contributed to the overall development of a case is not indicative of
3 duplicative billing or inefficient handling, but quite the opposite. Having
4 prosecuted thousands of these cases, often hundreds simultaneously,
5 and having to meet the demands of time and efficiency, I can attest that
6 this is the most efficient method of prosecuting these ADA/Unruh cases.

7
8 9. I assess each billing statement prior to submission to the court as
9 anticipated by *Hensley* and remove any tasks that might be considered
10 duplicated effort or the result of an attorney familiarizing themselves
11 with the case. Any entry relating to reviewing the work of another
12 attorney is omitted. I believe this staffing model is optimal and allows
13 not just efficient litigation, but efficient training of junior attorneys in a
14 short period of time. Each attorney's experience and focus is detailed
15 below.

16 10. Attorney Russell Handy graduated Magna Cum Laude from California
17 Western, has taught as an adjunct professor, has clerked for the Ninth
18 Circuit Court of Appeals, and has devoted his private practice to
19 disability litigation for the last 19 years. He has prosecuted over a
20 thousand ADA cases, has prosecuted over 40 ADA trials and appeared at
21 either state or federal appellate court forums on ADA cases over 30
22 times. He has argued disability cases before the California Supreme
23 Court and was awarded the California Magazine's Attorney of the Year
24 (CLAY) award for 2010 for his disability work that resulted in a
25 significant ruling for disability litigants under the Unruh Civil Rights Act.
26 (See *Munson v. Del Taco, Inc.* (2009) 46 Cal.4th 66). He has appeared
27 on ABC's show 20/20 as an expert in ADA litigation. In 2011, the San
28

1 Diego Daily Transcript named him one of San Diego's "Top Attorneys
2 2011." He is qualified to bill at \$650 per hour.

3 11. Attorney Dennis Price graduated from Loyola Law School in Los Angeles
4 in 2011 where he served on the Moot Court Honors Board representing
5 the school in appellate competitions. During school and immediately
6 after, Mr. Price clerked for the California Court of Appeal and then
7 worked as a staff attorney at Bet Tzedek Legal Services, a large non-
8 profit public interest firm working on behalf of disadvantaged
9 communities, prior to joining Potter Handy in 2012. Mr. Price has been
10 involved in hundreds of disability rights cases, participating in all stages
11 of litigation from intake to trial. Mr. Price works as a supervising and
12 training attorney and is heavily involved in the firm's appellate practice,
13 having obtained multiple favorable decisions in both the California
14 Court of Appeal and the Ninth Circuit, including *Arroyo v. Kazmo* (9th
15 Cir. 2021) 2021 WL 531556; *Johnson v. Rehamn* (9th Cir. 2020) 830
16 Fed.Appx 215; *Sarfaty v. City of Los Angeles* (9th Cir. 2019) 765 Fed.Appx
17 280; *Gray v. County of Kern* (9th Cir. 2017) 704 Fed. Appx. 649; *Lozano*
18 *v. Aqua 2000 Purified Water Vending Company, LLC* (Cal. App. 1st 2015)
19 2015 WL 7302240 and *Murillo v. Citrus College* (Cal. App. 2nd 2014)
20 2014 WL 4249759. A recently promoted partner of the firm, he is
21 qualified to bill at \$550 per hour.

22 12. Before graduating from law school in 2009, Mark Handy worked as a
23 producer at AOL (formerly called America Online) and as a business
24 journalist at The San Francisco Chronicle and TheStreet.com, where he
25 covered Wall Street as a reporter, editor, and columnist. He also co-
26 authored a New York Times Business best seller when he was a reporter
27 at TheStreet.com. In all, Mr. Handy covered business and Wall Street for
28 about 15 years. He received a bachelor's degree in history from Brigham

1 Young University in Provo, Utah, and a Juris Doctor degree from the
2 University of Idaho College of Law in 2009. For the last 12 years, he has
3 been working for the Center for Disability Access in a variety of
4 positions, including public records research, analyzing financial
5 statements for the readily achievable analysis, legal research and
6 drafting components of legal briefs as directed by and under the
7 supervision of firm ownership. Currently, Mr. Handy has been tasked
8 with drafting Title III ADA barrier complaints. Given his experience as a
9 skilled legal assistant and paralegal, he is qualified to bill at \$200 an
10 hour.

11 13. Supervising Attorney Amanda Seabock received her undergraduate
12 degree in Communications and German from the University of
13 Pittsburgh. She graduated from California Western School of Law in
14 2011, where she was an elected representative to the Student Bar
15 Association, a Student Ambassador, and wrote for the school newspaper.
16 Ms. Seabock earned the designation of "Distinguished Advocate" in
17 Appellate Advocacy as well as an Am Jur award in an invitation only
18 Advanced Appellate Skills class.

19 Ms. Seabock joined Potter Handy in 2012, first as an intern and then as
20 an attorney. She is admitted in all federal courts in California and has
21 appeared on behalf of the firm in each at varying stages of litigation. She
22 has managed the firm's discovery team and drafted motions for
23 summary judgment and complaints. Beginning in 2018, Ms. Seabock
24 took over the role as managing attorney for the Northern District of
25 California. There, she supervised all cases and attorneys in that district.
26 As of Spring 2020, Ms. Seabock heads the settlement team, negotiating
27 and finalizing all ADA settlements. Ms. Seabock is qualified to bill at
28 \$500 per hour.

1 14. My firm employs a team of legal assistants with a similar delegation
 2 system as the attorneys listed above, with tasks specialized by area of the
 3 case rather than being assigned a particular case load. In a deviation
 4 from our past practices, in November 2020, my firm began tracking and
 5 billing paralegal and legal assistant time, rather than subsuming those
 6 costs into overhead, in an effort to reduce costs of litigation. This time is
 7 properly billed at \$100.00. Except as noted for Marcus Handy, I do not
 8 seek any modifier for experience for the various assistants and
 9 paralegals involved in the case, but bill all of our support staff at the
 10 same baseline rate. I believe this is a reasonable rate, given that this
 11 district has approved rates nearly double that for paralegals in the past.
 12 *Perri v. CA 199 Arcadia* (C.D. Cal. November 24, 2020) 2020 WL
 13 6939839, *8 (referencing a \$175 paralegal rate as a baseline bottom
 14 rate for a biller without qualifications); *Dudley v. TrueCoverage LLC* (C.D.
 15 Cal. March 22, 2019) 2019 WL 3099661, *6. (awarding \$175 to
 16 paralegals)

17
 18 15. Our disability rights work has helped to shape ADA law with numerous,
 19 precedent setting opinions including, but not limited to the following
 20 cases: *Fortyune v. City of Lomita* (9th Cir. 2014), 766 F.3d. 1098, 2014
 21 WL 4377467; *Munson v. Del Taco, Inc.* (2009) 46 Cal.4th 66; *Nicholls v.*
 22 *Holiday Panay Marina, L.P.*, (2009) 93 Cal.Rptr.3d 309; *Miller v.*
 23 *California Speedway Corp.* (9th Cir. 2008) 536 F.3d 1010; *Munson v. Del*
 24 *Taco, Inc.* (9th Cir. 2008) 522 F.3d 997; *Fortyune v. American Multi-*
 25 *Cinema, Inc.*, (9th Cir. 2004) 364 F.3d 1075; *Pickern v. Holiday Quality*
 26 *Foods, Inc.*, (9th Cir. 2002) 293 F.3d 1133; and *Botosan v. Paul McNally*
 27 *Realty*, (9th Cir. 2000) 216 F.3d 827.
 28

1 16. Because the nature of my practice is wholly dependent on billing at a
2 market rate, I have extensive experience with respect to what attorneys
3 specializing in disability law and civil rights bill for civil litigation and
4 what courts are routinely awarding and can attest that the rates billed by
5 the Center for Disability Access for its attorneys are well within market
6 rates.

7 17. The previous declaration submitted was based on 2020 information and
8 had not been updated for 2021 billing information. In 2021, we
9 modified our billing based on newly published data and recent
10 decisions.
11

12 I declare, under penalty of perjury of the laws of the United States, that the
13 foregoing is true and accurate.

14 Dated: May 12, 2021

CENTER FOR DISABILITY ACCESS

15
16 By: /s/ Mark Potter
17 Mark Potter, Esq.
18 Attorneys for Plaintiff
19
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Exhibit B – Declaration of Phillip DiPrima filed October 11, 2005

1 Phillip DiPrima
2 135 1/2 Madison Avenue
3 Monrovia, CA 91016
4 (626) 357-1860

5 Plaintiff *in pro per*

6
7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
10

11 PHILLIP DIPRIMA,
12 Plaintiff,

13 v.

14 RIGOBERTO SERRANO, et. al,
15 Defendants.
16

NO: 04-CV-05042-DSF (SSx)

DECLARATION OF PLAINTIFF
PHILLIP DIPRIMA IN
CONNECTION WITH DISMISSAL
OF CASE

17
18 Declaration of Philip DiPrima

19 I, Philip DiPrima, do hereby declare as follows:
20
21

22 1. I have firsthand, personal knowledge of the facts set forth in this declaration,
23 and if called upon to do so, would and could testify competently thereto.
24
25

26 2. I have been a client of the Center for Disability Access, LLP ("CFDA"), and
27 Attorney Mark Dee Potter ("Potter") since approximately 2000 and am personally
28 familiar with Attorney Potter, Attorney Russell Handy, Gary Handy and most of the

1 other current and former staff of the organization, having met Attorneys Mark
2 Potter and Russell Handy in person and spoken with each of them, as well as
3 Gary Handy, and other CFDA staff on a number of occasions.
4

5
6 3. The purpose of this declaration is to make a record of my reasons for
7 terminating my representation by CFDA and Attorneys Potter and Handy, as well
8 as for dismissing several lawsuits they have filed in my name. I understand that
9 the filing of a lawsuit necessarily places burdens on those who may be called to
10 defend it-- dismissing a lawsuit unilaterally can also give rise to certain
11 assumptions and inferences— accordingly, my reasons for preparing this
12 declaration at this time and in this manner is to make a clear record of the facts
13 and circumstances leading up to my decision to terminate my representation by
14 CFDA, as well as information I have learned since which made me decide that all
15 remaining lawsuits CFDA has filed in my name should be dismissed. I also
16 understand that some, if not all, of the issues discussed herein have been referred
17 to the Standing Disciplinary Committee of the United States District Court of the
18 Central District of California; because representatives of that Committee have
19 requested a declaration of the facts and circumstances I had previously expressed
20 in letter form, as well as other information which had not been included in the
21 letters, I have attempted to compile in a single declaration with as much
22 information relevant to these matters as possible. I recently became aware that
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1 CFDA:

- 2
- 3
- 4 a. Filed at least two (2) declarations with Federal Courts which appeared
- 5 to bear my signature (one of which I believe was copied from another
- 6 document), but both which I did not sign (see Paragraphs 10 and 12
- 7 below);
- 8
- 9
- 10 b. Made at least one false representation, in writing, to a Federal Judge,
- 11 indicating that I could not return a document on time because of a
- 12 problem with my motorized wheelchair, when that was not the case
- 13 (see Paragraph 14, below and Exhibit "H");
- 14
- 15
- 16
- 17 c. Employed a former attorney, who resigned with disciplinary charges
- 18 pending from the State Bar, as my frequent, if not primary, point of
- 19 contact at CFDA-- and for all practical purposes an attorney
- 20 representing me-- without ever informing me that he was not entitled to
- 21 practice law in California (see Paragraph 15 below);
- 22
- 23
- 24
- 25 d. Included allegations of inaccessibility in complaints they filed in my
- 26 name which I did not actually experience at the defendant's location
- 27 and which I did not report to CFDA that I experienced at such location
- 28

1 (see Paragraphs 5 and 8, below);
2
3

4 e. Claimed that I was injured in nearly every complaint they filed on my
5 behalf (even though I never reported or sustained any such injuries,
6 except for 2 cases discussed below), which claims appear to have
7 solely and inappropriately invoked insurance coverage in a number of
8 cases (see Paragraph 7, below);
9
10

11 f. Presented at least one settlement agreement to opposing counsel in
12 cases they had filed in my name, which agreement appeared to bear
13 my signature but which I did not sign (see Paragraph 13, below);
14
15
16

17 g. Failed, until after I terminated their services and demanded it, to
18 provide a detailed accounting of the various deductions they took from
19 the financial settlement proceeds of each of the lawsuits they settled
20 on my behalf (see Paragraph 16, below);
21
22
23

24 h. Settled a number of cases they had filed with my approval, but failed to
25 ensure that appropriate written commitments to access renovations
26 were obtained from defendants (my objective), but appeared to focus
27 solely on maximizing compensation for themselves (their goal); (see
28

Paragraph 23 below); and

i. Took, or refrained from taking, a variety of actions in the lawsuits they filed on my behalf, all of which would operate to increase their claim to fees, about which they did not did not consult me, even though such actions could operate to increase the income lawfully reportable to me, and reduce my share of any potential recovery (see Paragraph 16 below); and

j. Sought damages under California Business & Professions Code § 17200 on my behalf in most, if not all, of the complaints it filed on my behalf; I never authorized this claim, was never consulted about it being included in complaints filed to help me improve disabled access, and was never given copies of the complaints CFDA filed on my behalf (see Paragraphs 6 and 26, below).

4. Attached hereto as Exhibit "A" is a true and correct copy of a representation agreement I executed in one of the lawsuits CFDA filed on my behalf, except that I have excised or obscured all personally identifiable information. I believe this document is representative of those typically executed by claimants who wish to

1 be represented by CFDA.

2
3
4 5. Although I did authorize CFDA and/or Attorney Potter to file a number of
5 access lawsuits on my behalf, I did not authorize any individual in CFDA (or
6 anyone else, for that matter) to claim that I had experienced access impediments
7 at a particular property which I did not actually, personally experience, or which
8 did not actually deter me or impede my path of travel. For example, the lack of
9 disabled parking has never been an access impediment for me because I do not
10 drive (and CFDA staff knew this, including Attorneys Potter and Handy), but I have
11 recently learned that in most, if not all, of the lawsuits CFDA filed in my name, it
12 was claimed that I had encountered, and was deterred or impeded by, a lack of
13 properly configured disabled parking. This is significant to me because I
14 understand that these are civil rights claims, and that they form the basis for the
15 jurisdiction of the Federal Courts in which each of the cases CFDA prepared on
16 my behalf were filed; more significantly, if defendants with limited resources are
17 required to defend claims which really do not apply, they may be left with less
18 money to put toward access renovations, which were the real goal of my lawsuits.
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25 6. As a general rule, I did not receive copies of most documents prepared on
26 my behalf by CFDA and/or Attorney Potter; if I had received them, I would have
27 read them, because it is my nature, and I would have informed CFDA of any
28

1 inaccuracies I noticed, or matters I thought should be changed, before signing
2 them.
3

4
5 7. I have never told anyone at CFDA, including Attorney Potter, that I was
6 injured— not even to a minor extent— at any of the properties I visited and
7 reported to them; despite this, in nearly every complaint Attorney Potter and CFDA
8 filed on my behalf, they claimed that I had suffered injuries. In the first two
9 lawsuits CFDA filed on my behalf— against Super A Market and Rosemead Taco
10 Bell— I was asked if I had experienced frustration, and I truthfully reported that I
11 had; in fact, I recall that the frustration of not being able to get into these locations
12 did produce a very brief physical reaction (such as an increase in blood pressure
13 or stomach acid); however, after that time, I was neither asked, nor reported any
14 further such information, nor did I experience any further such manifestations. I
15 was not injured in any of the other locations, and also did not suffer emotional
16 distress of any sort— certainly not of any level which would produce physical
17 symptoms. The foregoing is significant because, attached hereto as Exhibits U1 to
18 U5 are true and correct copies of five (5) insurance checks, from five different
19 cases, which I had not seen before they arrived in my files (as they were received
20 from CFDA, except that I have obscured the dollar amounts of each) a few days
21 ago, in response to my written request to the CFDA. The five checks total more
22 than \$35,000, and I have not had a chance to go through all of my files to see if
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1 there are more. It is my understanding that insurance coverage is rarely invoked
2 in ADA/access lawsuits, because most insurance policies do not cover
3 access/discrimination claims, and that when it is invoked, it often results from the
4 claims of injury many access attorneys insert in close to 100% of the access
5 lawsuits they file; in this case, it is my understanding that CFDA has filed as many
6 as 2,000 access lawsuits and claimed the plaintiff was injured in most, if not all, of
7 them. I was not aware of this information until after I had already terminated my
8 representation by CFDA. Except as stated above, I was not injured in any of the
9 other locations for which CFDA filed lawsuits on my behalf, never told anyone I
10 was, was never asked about injuries by CFDA reps, and never provided any
11 information to them which would cause a reasonable person to conclude that any
12 injury had occurred.
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19 8. As just one example of the practice of CFDA of including claims which I did
20 not authorize or report, the Complaint in DiPrima v. Bender & Serrato., Case
21 Number 03-CV-03197 MMM (RNBx), in the United States District Court, Central
22 District of California Western Division (a true and correct copy of that Complaint
23 with unauthorized allegations is attached hereto as Exhibit "B.") alleges that when
24 I visited the property there was "a lack of properly configured disabled parking; a
25 lack of van accessible designated disabled parking" (page 3, lines 23-24); in
26 paragraph 13, the Complaint further incorrectly states "[a]s a result of the
27
28

1 inaccessible facilities, Plaintiff was humiliated, embarrassed and frustrated,
2 suffering emotional injuries. Moreover, as a result of the inaccessible facilities,
3 Plaintiff suffered some minor physical manifestations of that emotional injury.”
4 Each of these statements is completely false, and I never reported any such
5 injuries or distress to anyone at CFDA and never authorized them to put such
6 claims in the lawsuits they filed on my behalf; because they did not provide copies
7 of the lawsuits they filed on my behalf, I had no way of knowing they were making
8 claims like this in my name. I never reported any access issue at that property to
9 CFDA other than the written report I provided to CFDA (a true and correct copy of
10 which is attached hereto as Exhibit “C”), which indicated only that I was unable to
11 move my motorized wheelchair through the property because of lack of a ramp. I
12 never told anyone that I had encountered any other access impediments,
13 including without limitation Attorney Potter or anyone else at CFDA, at the
14 property. As further detailed in Paragraph 25, and Exhibits “V1” to “V51” below,
15 many of the complaints CFDA filed on my behalf contained allegations or
16 insinuations of access impediments which did not operate to deter, impede or
17 discriminate against me, and which I did not report to CFDA as having done so;
18 we are still in the process of obtaining a true and correct copy of each complaint
19 CFDA filed in my name, as a number of them were not included in the files I
20 received.
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1 9. It is my understanding that CFDA typically requires plaintiffs to make a
2 written report of access problems they encounter at commercial properties in
3 order for CFDA to consider taking on a particular case. (A true, correct and
4 representative copy of the form they have provided me for this purpose is attached
5 hereto as Exhibit "C"); I believe that this form is similar to the form CDFA requires
6 its other claimants to provide in order to report access issues at a particular site. I
7 have completed and remitted to them a copy of this form for each of the
8 businesses at which I encountered inaccessibility. I have never complained about
9 handicap parking violations, physical or bodily injury, or emotional distress. I do
10 not drive and have only suffered inconvenience gaining access or moving through
11 a particular business.
12
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17 10. Attached hereto as Exhibit "D" (the "First Forged Declaration") is a true and
18 correct copy of a declaration which I understand had been filed with the Court in
19 connection with the lawsuit entitled Phillip DiPrima v. Vichai Nuntalogawithoon,
20 and more specifically Case Number CV 04-4549 DT (PLAx), United States District
21 Court, Central District of California, Western Division. I never signed this
22 document. I never authorized (or asked) anyone to sign my name to it. Although I
23 was asked to sign it, and in fact saw it on July 13, 2005 for the first time, I decided
24 not to sign it because I already had concerns forming about CFDA and its'
25 attorneys. Gary Handy had asked me in a telephone conversation if he could sign
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1 my name or photocopy it onto this declaration and I adamantly told him "no." It
2 now appears to be a photocopy of my signature, probably taken from another
3 document. Because I customarily fax any document I sign to CFDA from the UPS
4 Store near my home, it should be easy to verify that I did not sign the declaration
5 as represented by CFDA because there would be no fax sent from that store at
6 the date and time represented; additionally, there would be no "fax signature" at
7 the top of the document indicating it had been sent from one of the pay locations I
8 use to send faxes (which was my habit whenever any document was needed in a
9 hurry, as this one would certainly be), nor would there be any cover sheet, which
10 each of the pay locations I use to send faxes customarily applies to faxes they
11 send. Additionally, the First Forged Declaration contained the following statements
12 which are incorrect: Line 2 – I wanted to purchase a gift for my granddaughter as
13 a surprise, not "for my granddaughter who wanted fish and an aquarium". Line 4 –
14 "The photographs taken by my Attorney's office's investigator and attached as
15 exhibit 2 to the memorandum of points and authorities, truly and accurately reflect
16 the front entrance of the Monrovia Tropical Fish store on the day that I visited it." I
17 could not have agreed to this statement because I never saw the pictures and
18 therefore could not agree to that. While these inconsistencies may seem minor,
19 they are the sort of irregularities I would have identified and changed if the
20 document had been submitted to me for review, and it was my practice to make
21 such changes to other documents which had been submitted for my signature. I
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1 believe the signature on this document was probably copied from another
2 document I did sign and believe the unevenness of the signature line may partially
3 evidence this.
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5
6 11. Attached hereto as Exhibit "E" is an audio tape which contains true and
7 correct copies of voice messages from Attorney Mark Potter and Gary Handy.
8 This tape is extremely significant because it contains the date and time stamp
9 automatically generated by the voicemail system I use; in the tape, Attorney Potter
10 and Mr. Handy are inquiring about the First Forged Declaration (mentioned in the
11 immediately preceding paragraph), which they had submitted to me for my
12 signature and which I had not returned. Note that the file stamp on the First
13 Forged Declaration bears the date July 15th 2005, but that the messages were left
14 on my voicemail on July 27th and August 1, 2005, which proves that they were
15 calling to ask me to return the signed declaration to them at a time when they had
16 already filed the First Forged Declaration with a Federal Court. I have reviewed
17 the files in this matter and believe there were no other open cases for which they
18 would have needed a declaration from me at this time. Because the calls they
19 would have placed to me would all have been long-distance calls, I believe their
20 telephone bills will further confirm that the calls were placed after the First Forged
21 Declaration had already been filed. As I have been able to discern them from the
22 tape, the messages state:
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2 a. July 27, 2005 (10:22 a.m.):
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4 "Yeah, Phil, this is Gary Handy. Can you give me a call here at
5 the office when you get this? Today is the 27th, July 27th at
6 10:20 AM and the phone number is 619-226-9010 and it's
7 about the, that declaration that I faxed to you last Friday. I
8 appreciate it. Thank you very much."

9 b. August 1, 2005 (11:35 a.m.):
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11 "Yes, Phil this is Gary Handy. Can you give me a call at the
12 office? I need to talk to you about this declaration. The phone
13 number is 619-226-9010. Thank you very much."

14 c. August 1, 2005 (2:02 p.m.):
15

16 "Phil DiPrima, Mark Potter... hey I...a...had your fax read to me
17 by my office and..uh.. I know you didn't want to have any
18 communications, but there are some things that we have to
19 have communication about..uh..um..so as to not prejudice your
20 cases. Uh...there's one case, ta...emergency motion has been
21 brought by the defendant, I need to talk to you so I...um..am
22 sure..um.. I'll have operate with your authority on that
23 case...uh, um... and..um..also not to be able to comply clearly
24 with your request by the end of the business tomorrow. I'm out
25 of town now and so give me a call 619-226-9010 uh..I look
26 forward to talking to you in the near future and it's gonna be
27 difficult to get a hold of me but we should work
28 on..um...uh...communicating so we can (eh-huh) work on a
variety of aspects of this. 800-383-7027."

d. Other voice messages I received from CFDA representatives at about
this same time follow:

"Philip Di Prima, Mark Potter. Number is 800-383-7027. I'm
calling to talk to you about...uh...Nuntalagawithoon or whatever

1 the name of that case is. It's the fish store. Look forward to
2 talking to you." (phone rings in background).

3
4 "Yeah, Phil this is Gary. Please give me a call at the office. I
5 need to talk to you about that declaration that we talked about
6 on Friday. It never arrived back here signed and uh...da... I
7 wondered if you mailed it to the wrong address or what I faxed it
8 to the wrong address. So if you would give me a call at 619-226-
9 9010 I'd really appreciate it. Thanks very much."

10
11 Next Message, Urgent message.

12 "Yea, Phil, this is Gary Handy calling on the case of ...um...uh...
13 Give me a call at the office, I want to talk to you about that
14 declaration on the Shen Case. The phone number here is 619-
15 226-9010. Thank you very much."

16 "Phil Di Prima...Mark Potter. My cell phone # is 619-757-8107.
17 Hey, I got some disturbing news today. Hey..it's just that
18 it's...very important that we talk about... I... uh..and if you don't
19 talk to me about it, you really should talk to another lawyer..the
20 one that you are talking to just to be sure that you don't get
21 yourself into any trouble. This news I got today is ah...it's really
22 disturbing and I don't..can't imagine why and it... it's just
23 baffling, and so if you would give me a call back we can have a
24 dialog and we can get to the bottom of it. But., uh...well, I'd
25 really appreciate a call back at 619-757-8107."

26
27 12. Attached hereto as Exhibit "F" is a true and correct copy of a declaration (the
28 "Second Forged Declaration") filed in the lawsuit entitled Philip DiPrima v. Bernard
B. Bender, et. al., and more specifically Case Number CV03-3197 MMM (RNBx)
United States District Court, Central District of California, Western Division; the
Second Forged Declaration was dated December 4th 2003 and filed December 5th

1 2003. I did not sign a declaration in this matter. I never saw this declaration until
2 approximately one month ago. There are errors in this declaration as well, each of
3 which I would have corrected if the document had been submitted to me to review
4 and sign. For example, Line 3 – claims that “...Specifically, I encountered a lack
5 of disabled parking...and inaccessible bathroom facilities.” Again, I do not drive
6 and since I was unable to access the business I could not use the bathroom
7 facilities; if this declaration had been submitted to me for review, I would not have
8 signed it without correcting these inaccuracies. I never authorized (or asked)
9 anyone to sign my name to this declaration. The signature on the Second Forged
10 Declaration is clearly not my signature and it appears to be an outright forgery—
11 note how different it is from every other signature shown in these exhibits, even
12 the First Forged Declaration. Because I customarily fax any document I sign to
13 CFDA from the UPS Store near my home, it should be easy to verify that I did not
14 sign the declaration as represented by CFDA because there would be no fax sent
15 from that store at the date and time represented; additionally, there would be no
16 “fax signature” at the top of the document indicating it had been sent from one of
17 the pay locations I use to send faxes (which was my habit whenever any
18 document was needed in a hurry, as this one would certainly be), nor would there
19 be any cover sheet, which each of the pay locations I use to send faxes
20 customarily applies to faxes they send.
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1 13. Attached hereto as Exhibit "G1" is a true and correct copy of the signature
2 page of a settlement agreement I actually signed in the matter entitled Philip
3 DiPrima v. Arcadia Gateway Centre Associates, Ltd., et. al., Case Number 2:04-
4 cv-05320, in the United States District Court, Central District of California Western
5 Division. Attached hereto as Exhibit "G2" is a nearly identical document (the "First
6 Forged Settlement Agreement"), which I did not sign. Although I did sign the
7 settlement agreement attached hereto as Exhibit "G1", I did not sign the First
8 Forged Settlement Agreement (Exhibit "G2") in the manner shown or as indicated
9 thereon. I never authorized (or asked) anyone to sign my name to it. The
10 signatures in the both copies of the settlement agreement in this case are different
11 in several ways and I believe the one given to Defendant Dennis Pink and Arcadia
12 Gateway Centre Associates Ltd. to be fraudulent. It should be easy to confirm
13 whether a signature of mine on a document is genuine— because I live over 100
14 miles from CFDA, I have had to fax most documents I transmit to them, and
15 because I do not have a fax machine, I will typically go to one of two locations
16 nearby which offer paid facsimile transmission services to the public. Thus,
17 because nearly every document transmitted to CFDA would have been sent by
18 one of these two companies, and because I would have had to pay for such fax
19 transmission, one would only need to compare telephone records with the "fax
20 signatures" automatically printed at the top of most documents sent by facsimile.
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1 14. Attached hereto as Exhibit "H" is a true and correct copy of a document I
2 received from Court records, entitled "Plaintiff's Response to Court's Order Dated
3 June 21, 2005, to Show Cause Re Dismissal for Failure to Prosecute & Request
4 for Two Week Extension Until August 8, 2005, to File Motion for Default Judgment
5 by Court, & Order Thereon" in the case DiPrima v. Shen. In this document
6 Attorney Potter apparently signed on my behalf, he indicates, at page 1, lines 25
7 and 26:
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10 "However, due to a malfunction of the Plaintiff's wheelchair, he has
11 been unable to return the signed Declaration. He had anticipated that
12 he would get this Declaration back to counsel no later than last
13 Friday, July 22, 2005, but has been unable to do so."

14 This statement is completely false, I never represented to anyone at CFDA that I
15 was unable to obtain or return any document because of a problem with my
16 wheelchair at or about this time, and did not represent that I had a problem with
17 my wheelchair at this time— nor did I have any such problem. If I did have a
18 problem with my wheelchair, I have other family and friends available to help me
19 with simple matters like obtaining and signing a declaration, and would not have
20 sought an extension to the court-imposed deadline under such circumstances.
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25 15. I have spoken on a number of occasions to Mr. Gary Handy, who I
26 understand to have been continually employed by CFDA during most, if not all of
27 the time I have been represented by the firm. I believed Gary Handy was an
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1 attorney during this time, because he appeared to be personally handling matters
2 in a number of my cases as if he were the attorney in those cases. He regularly
3 contacted me and provided immediate legal advice and consultation on my
4 matters (i.e., without having to consult with anyone else, or obtain their approval)
5 just as any other attorney would, and when I had a legal question, would answer it
6 directly, rather than indicating that I would have to speak with an attorney. In fact,
7 I spoke more often to Gary Handy than any other Attorney in the firm. I am also
8 familiar with Attorney Russell Handy, who is related to Gary Handy, and can
9 recognize the difference between the two on the telephone. Attached hereto as
10 Exhibit "I" is a true and correct copy of a printout from the State Bar's website
11 which shows that Gary Handy resigned from the practice of law with disciplinary
12 charges pending on or about February 25th, 1995; the fact that Gary Handy was
13 not legally entitled to practice law in California was never disclosed to me. I was
14 clearly under the impression that Gary Handy was an Attorney with CFDA, and
15 was never informed otherwise.

16 16. During the time I was represented by CFDA, I never received an accounting
17 of the proceeds of any of the lawsuits filed in my name through CFDA, and only
18 received checks for a small portion, up to a few thousand dollars when each case
19 concluded, without any sort of statement of the specific costs and time entries for
20 deductions from the settlement proceeds. In the accounting I have received only

1 after requesting it on termination of my representation by CFDA, nearly every
2 entry for services is undated and is combined with a number of tasks in a single
3 “block” entry. I am informed and believe that such record keeping is discouraged
4 by most reputable law firms and insurance agencies, because it makes it nearly
5 impossible to tell how much time was spent on any particular matter or exactly
6 how much something cost. In virtually every case, Attorney Potter has billed
7 about 6 hours to review the client intake sheet (a representative copy of which is
8 attached hereto as Exhibit “C”), and to make a site visit to the property (even
9 though I was also charged for an investigator to take photographs and
10 measurements at the property), while attorney Handy has billed typically another 4
11 hours or so to make a visit to the building department (even though I have seen
12 few, if any, records in any of the files which could not be obtained free from a
13 number of title companies or realtors, or online); surely for the approximately 200
14 hours I have probably been billed for Mr. Handy’s time visiting building
15 departments over the 50 lawsuits they have filed for me, there would be some
16 documents he would have obtained— this probably amounts to about \$50,000 in
17 attorney time altogether. Even though the various complaints are nearly identical,
18 I have typically been charged over 10 hours of attorney time per case for work
19 which appears either to have not been done or which could have been done by a
20 paralegal in an hour or two. I have also been charged as many as three hours or
21 more for developing discovery documents, even though those documents are
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1 nearly identical to discovery documents propounded in other cases (i.e., not just
2 my cases— those of other plaintiffs represented by CFDA); I never authorized
3 discovery to be conducted in any of my cases. Of course, all of these costs add to
4 the amount defendants must pay, reduce the resources they have available for
5 access improvements, and increase the amount of time the case is in the system.
6 Because in each case the time and costs billed exceeded the settlement revenue,
7 I should have been consulted before such significant expenses were undertaken.
8 For example, I would never have authorized propounding discovery before a letter
9 had been sent, early on in the case, advising the defendant that I only wanted
10 certain, specific access renovations made, and would like to keep the litigation
11 expense as small as possible— as far as I can tell, no such letter was ever sent in
12 any of my cases. Overall, it appears to me that CFDA engaged in filing “gotcha”
13 lawsuits in my name, whereby the defendant was forced to guess as what would
14 be necessary to resolve the litigation, and costs would continue to mount until they
15 guessed the right settlement offer and terms. Because I live in the same
16 community in which most of the defendants are located, I would not have wanted
17 my cases handled in this matter. Gary Handy would often tell me about how a
18 number of the members of CFDA, including he and Attorney Potter, were
19 members of the Church of Jesus Christ of the Latter Day Saints (more commonly
20 known as the “Mormons”); he would refer to certain claims as “righteous” and I
21 assumed that because of this, and the name of the firm, access was the primary
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1 priority of CFDA (not increasing fees), and that they would know best how to
2 obtain it. I have since learned that many access attorneys send letters early in
3 litigation advising defendants of the plaintiff's desired settlement terms, and
4 believe such a practice could have helped keep costs down in each of these
5 cases.
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9 17. As stated previously, I was not consulted about how the lawsuits CFDA filed
10 on my behalf would be conducted and now understand that CFDA did, or may
11 have, consistently made tactical decisions which operated to unnecessarily
12 increase the legal fees in the cases they filed in my name. For example, I
13 understand that CFDA did not customarily send a letter to defendants advising
14 them of my settlement requirements at the outset of a case. In addition, because
15 CFDA included claims and issues in the complaints which I had not reported to
16 them (and which I did not encounter at the applicable defendant's location) it is
17 impossible to know how much less time and effort it would have taken to settle the
18 case but for the additional claims CFDA included. Had they done this, I believe
19 the lawsuits CFDA filed on my behalf could have been concluded with fewer legal
20 fees on both sides. Overall, it appears to me that CFDA handles the cases of its
21 clients as if it was the true owner of their claims— basically, it makes all the
22 decisions about which cases to advance and which to ignore or dismiss, which
23 actions and expenses to undertake in any particular case, when and on what
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1 terms to settle, and the claimant basically just gets a check at the end without an
2 explanation of how the claimant's share of the proceeds was determined. I was
3 never shown any certification of a defendant's financial situation to justify their
4 inability to provide certain access renovations I might need. In this way, it appears
5 to me that CFDA is really the true litigant in this matter, and the claims of its clients
6 are little more than business assets.
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10 18. CFDA and its' attorneys did not keep me informed on the progress of my
11 cases and almost never sent me documents they prepared on my behalf, except
12 in situations where some response from me was required.
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16 19. I have learned that approximately 5 of my cases have been dismissed for
17 lack of prosecution because CFDA representatives did not appear in Court and/or
18 did not meet Court-ordered deadlines. I believed many of these cases were still
19 active until I learned that they had been dismissed without my approval in this
20 manner. I never authorized CFDA to refrain from advancing these cases and
21 provided information to them initially for the purpose of improving disabled access
22 at these sites— there was certainly no change in my need for access at the
23 businesses I use in my neighborhood. It would appear CFDA made a decision—
24 perhaps a business decision— to refrain from taking action on these cases without
25 consulting me, probably because they had more pressing issues at the time. I
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1 was never informed that there could be significant, if not irreparable
2 consequences, to my claims in each of these cases, if further action was not
3 taken.
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6 20. CFDA has filed lawsuits after they sent a letter to me deciding not to take the
7 case. Attached hereto as Exhibit "J" is a true and correct copy of one such letter;
8 attached hereto as Exhibit "K" is a true and correct copy of the complaint which
9 was nevertheless filed against the same defendant, filed after the date of the
10 letter. Attached hereto as Exhibit "L" is a true and correct copy of another such
11 letter; attached hereto as Exhibit "M" is a true and correct copy of the complaint
12 which was nevertheless filed against that same defendant, filed after the date of
13 the letter.
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18 21. CFDA even filed a lawsuit against a business that was in bankruptcy. They
19 both verbally and in writing told me that they would not proceed against K-Mart
20 because they were in bankruptcy, however, I have since found that they did file
21 against K-Mart and lost. Attached hereto as Exhibit "N" is a true and correct copy
22 of K-Mart's bankruptcy petition; attached hereto as Exhibit "O" is a true and
23 correct copy of the complaint they filed against K-Mart, and attached hereto as
24 Exhibit "P" is a true and correct copy of the document which shows they lost.
25 Additionally, CFDA filed against the property owner, Gradiazio, and may have
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1 procured a settlement; attached hereto as Exhibit "Q" is a true and correct copy of
2 the complaint they filed against Gradiazio, and attached hereto as Exhibit "R" is a
3 true and correct copy of the PACER docket showing that the case settled; I have
4 never been informed of any proposed settlement, never signed any settlement
5 agreement in this matter and never received any financial proceeds from this
6 settlement, to the very best of my knowledge.
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10 22. After discovering the above discrepancies and fraudulent activity, I
11 dismissed CFDA and its' attorneys as my representatives and requested no
12 further contact in anyway by anyone associated with their firm. After they received
13 the registered letter and faxed copy of my dismissal letter, they continued to call
14 and even show up at my door after dark on at least two occasions. Within
15 approximately two (2) hours of my informing CFDA representatives that I no
16 longer wished to be contacted by them, Attorney Potter arrived at my door; I have
17 also seen his investigator near my house on several occasions. The audiotape
18 attached hereto as Exhibit "E" contains at least one message left after I asked for
19 no further contact, which has been generally transcribed as:
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25 August 1, 2005 (2:02 p.m.):

26 "Phil DiPrima, Mark Potter... hey I...a...had your fax read to me
27 by my office and..uh.. I know you didn't want to have any
28 communications, but there are some things that we have to
have communication about..uh..um..so as to not prejudice your

1 cases. Uh...there's one case, ta...emergency motion has been
2 brought by the defendant, I need to talk to you so I...um..am
3 sure..um.. I'll have operate with your authority on that
4 case...uh, um... and..um..also not to be able to comply clearly
5 with your request by the end of the business tomorrow. I'm out
6 of town now and so give me a call 619-226-9010 uh..I look
7 forward to talking to you in the near future and it's gonna be
8 difficult to get a hold of me but we should work
9 on..um...uh...communicating so we can (eh-huh) work on a
10 variety of aspects of this. 800-383-7027.”

11 23. I began to question the practices of CFDA when I learned that they had
12 reached agreement with the defendants in a matter about the access renovations
13 which would be made (specifically DiPrima v. Arcadia Hub Shopping Center, LP;
14 case no. 2004CV01547) without consulting me. When I asked Anson Kuo, an
15 employee of CFDA at the time to tell me what access renovations had been
16 agreed to in this case, he was unable to do so, so I asked to speak with Gary
17 Handy. Basically, all I received was the drawing, a true and correct copy of which
18 is attached hereto as Exhibit “S” which relates only to parking stalls (again, this is
19 not what I need for access to the property). To date, I return to this facility and
20 see that none of the changes I need for access have been made; if it is true that
21 CFDA concluded a settlement in this matter, then it was concluded without my
22 authorization (as I believe they had an obligation to consult with me about the
23 renovations which would be made in exchange for the settlement of my claims).
24 Since my primary goal in reporting access impediments to CFDA was to improve
25 access at these facilities for myself (because nearly every report I made relates to
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1 properties in my own neighborhood) and other members of the disabled
2 community, CFDA could not possibly have accomplished my objectives in this
3 matter if it reached a financial settlement without requiring the defendant to make
4 appropriate access renovations. Because the law firm is named "Center for
5 Disability Access, LLP" and because its representatives consistently create the
6 impression that their work helps improve access for the disabled, I assumed that
7 they would know best which renovations needed to be made at a particular
8 property; I have since learned that CFDA files many "single issue" access
9 lawsuits—the problem with these is that a defendant might conclude that because
10 a firm named "Center for Disability Access, LLP" filed a lawsuit against them for
11 just one issue, that there was only one thing which needed to be fixed. I believe
12 that this practice could operate to harm the disabled community, because
13 defendants might reasonably conclude that their facilities are compliant once
14 they've made the changes requested by CFDA. Although I acknowledge that the
15 law might allow CFDA to recover attorneys' fees if only one nonconformity is
16 identified, and for business reasons they may prefer to identify a single strong
17 issue, I was induced to retain CFDA, as opposed to many other firms filing these
18 lawsuits, because I believed that its primary goal was to get the necessary access
19 renovations made at a property, and I no longer believe this is the case.
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28 24. Attached hereto as Exhibit "T is a true and correct copy of a printout I

1 understand to have been made of the website of CFDA during the time it
2 represented me. I only came into receipt of this document recently, and was not
3 aware that CFDA used the Great Seal of the State of California on it's website
4 during the time it represented me; if I had known this, I would not have allowed the
5 firm to represent me because it seems to me that it could confuse a defendant or
6 prospective plaintiff into thinking that CFDA was somehow affiliated with the
7 government of the State of California.
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12 25. Attached hereto as Exhibits "V1" through "V51" are copies of all complaints I
13 have acquired which CFDA has, to date, filed in my name; if a complaint does not
14 have a court file-stamp, it may have been obtained from CFDA, and should
15 therefore be compared to the file-stamped copy. Many of them allege (at or about
16 paragraph 10) that a lack of van accessible disabled parking existed at the facility
17 and at paragraphs 12, 13, 15, 18, and 31, that these impediments operated to
18 deter my use of the facility; as mentioned in paragraph 5, above, I was never, and
19 could not have been deterred by a lack of disabled parking because I do not drive,
20 and both Mr. Potter, Mr. Handy, and a number of other representatives of CFDA
21 know that I cannot drive. Additionally, generally at or about paragraph 13 each
22 complaint alleges that I suffered some sort of injury. Not only did I never tell
23 anyone at CFDA that I was injured at any of these locations, I was not injured at
24 any of these locations (except to the very limited extent described in paragraph 7,
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1 above). It is my understanding that CFDA has filed as many as 2,000
2 ADA/access lawsuits and has included some claim of injury in most, if not all, of
3 them. I have recently learned that the reason for including this claim is that it can
4 trigger insurance coverage for some defendants, and that many disabled
5 individuals can suffer very minor injuries from the frustration of inaccessibility,
6 such as an increase in blood pressure, a headache, stomach ache or other
7 physical manifestation. I, however, except as indicated above, was not injured in
8 any of these cases and object to CFDA's fabrication of such claims purportedly on
9 my behalf; as mentioned previously, as a general rule CFDA did not send me
10 copies of the pleadings they filed on my behalf.
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16 26. As I understand it, California Business & Professions Code §17200 can
17 require a defendant to pay to individuals harmed by unlawful, unfair or deceptive
18 business practices some or all of the profits such defendant business has earned
19 from those practices. Generally, it is my understanding that this statute can
20 provide an important basis for injunctive relief, but is inappropriate for individual
21 plaintiffs to use to seek monetary damages, particularly after the successful
22 passage of California's Proposition 64 in 2004. My understanding is that B&PC
23 17200 allegations should only be used to cause a business to disgorge
24 inappropriate profits to be repaid to groups of claimants— never for an individual
25 claimant to profit therefrom; I observed nothing in the files I received to suggest
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1 that CFDA paid any portion of the settlements it received into such a fund for
2 recovery by those harmed by unfair practices in which the defendants engaged.
3
4 My understanding is that, as a business practice, the use of 17200 claims to
5 procure settlements which are not shared with other claimants is inappropriate, at
6 best, and I have never authorized nor condoned it, nor was I ever consulted about
7 it by CFDA. Once again, my goal in providing information about access issues I
8 encountered to the CFDA was for the purpose of improving disabled access for
9 myself, and others with similar disabilities. I further understand that California's
10 existing antidiscrimination laws provide significant financial damages for plaintiffs
11 who have been deterred by access impediments. Accordingly, I was never
12 consulted by anyone at CFDA about whether I wanted BP&C 17200 allegations in
13 the complaints they filed on my behalf, and if I had been consulted, would have
14 declined to authorize their inclusion.
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20 27. As previously declared in Paragraph 7, above, attached hereto as Exhibits
21 "U1" to "U5" are five insurance checks from the various cases shown thereon,
22 from Allstate, One Beacon, Zurich and Farmers; while I have obscured the dollar
23 amounts in these matters, these documents were obtained from my files received
24 from CFDA and I would be pleased to provide them directly to the Court or
25 Disciplinary Committee on request.
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1 28. Although I requested copies of the files in each of the cases CFDA filed on
2 my behalf, the copies have only been received from the offices of CFDA a few
3 days ago; accordingly, my review of these files and matters is not yet complete,
4 and I may identify additional documents and issues which should be included
5 herewith and may need to supplement this information.
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9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct and that this declaration was executed on September
11 13, 2005, at Monrovia, California.
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14 Dated: 9-13-2005

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Phillip DiPrima

Exhibit C – Excerpts of the Trial Transcript of *Garcia v. Josefina Rodriguez*, No. 2:20-cv-5647 (C.D. Cal. July 1, 2021)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HONORABLE **R. GARY KLAUSNER**, JUDGE PRESIDING

ORLANDO GARCIA,)
)
)
)
 Plaintiffs,)
) CV NO. **20-5647**
 VS)
)
 JOSEFINA RODRIGUEZ, et al.,)
)
)
 Defendants.)
 _____)

Reporter's Transcript of Proceedings
COURT TRIAL
Los Angeles, California
THURSDAY, JULY 1, 2021
9:00 A.M.

ANNE KIELWASSER, CRR, RPR, CSR
Federal Official Court Reporter
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
anne.kielwasser@gmail.com

A P P E A R A N C E S

ON BEHALF OF THE PLAINTIFF:

Raymond George Ballister, Jr.
Center for Disability Access
8033 Linda Vista Road Suite 200
San Diego, CA 92111
858-375-7385
Fax: 888-422-5191
E-mail: Rayballister@potterhandy.com

ON BEHALF OF THE DEFENDANTS:

Charles L Murray, III
Charles Murray Law Offices
8605 Santa Monica Boulevard PMB 82716
West Hollywood, CA 90069-4109
213-627-5983
Fax: 213-627-6051
E-mail: Cmurray@cm3law.com

INTERPRETER: FRANCISCO PORRAS

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1 COURT CLERK: Do you swear or affirm that the
2 testimony you're about to give in the case now before this
3 Court will be the truth, the whole truth and nothing but the
4 truth, so help you God?

5 **THE WITNESS:** I do.

6 COURT CLERK: Thank you. You may be seated.

7 May I please ask that you state your full name for
8 the record and spell your last name.

9 **THE WITNESS:** Full name is Evans Handel Louis.
10 Last name is L-O-U-I-S.

11 **THE COURT:** Okay, Counsel, you may inquire.

12 **MR. BALLISTER:** Thank you, Your Honor.

13 **WITNESS, EVANS H. LOUIS, SWORN**

14 DIRECT EXAMINATION

15 BY MR. BALLISTER:

16 Q. Good morning, Mr. Louis. Thank you for coming in to
17 court today.

18 A. Good morning.

19 Q. You understand we're in court on the case of Orlando
20 Garcia versus Josefina Rodriguez. Do you understand that?

21 A. Yes.

22 Q. Did you provide the Court with a direct testimony
23 declaration testimony in this case?

24 A. I did, yes.

25 Q. And have you reviewed that direct testimony declaration

1 A. Yes.

2 Q. All right, and you met him this morning down in the
3 cafeteria, correct?

4 A. Yes.

5 Q. And you have not ever spoken with him with respect to
6 your pre-filing investigation visit to the Indiana Market,
7 correct?

8 A. That is correct.

9 Q. All right.

10 **MR. BALLISTER:** I have nothing further.

11 **THE COURT:** Cross?

12 CROSS-EXAMINATION

13 BY MR. MURRAY:

14 Q. Mr. Louis, good morning.

15 A. Good morning.

16 Q. How many times have you been retained by the firm that
17 Mr. Ballister works for?

18 A. I don't know exactly.

19 Q. Give me an estimate.

20 A. Five hundred, more or less.

21 Q. Five hundred more or less?

22 A. Yes.

23 Q. And how much do you get paid for each investigation?

24 A. I don't get by the investigation. I get paid by the
25 hour.

1 Q. How much do you get paid?

2 A. \$25 per hour.

3 Q. Okay. So, how much did you get paid for taking
4 photographs in this case?

5 A. I don't know.

6 Q. You don't have an invoice?

7 A. I do. My invoices -- they're not broken down by case,
8 they're broken down by my hours of the day.

9 Q. Do you by chance have an invoice on you now?

10 A. I do not.

11 Q. Did you look at invoices prior to your coming in to
12 testify?

13 A. No.

14 Q. Now, do you remember signing a declaration for this
15 case, correct?

16 A. Yes.

17 Q. In terms of --

18 **MR. BALLISTER:** Vague as to --

19 BY MR. MURRAY:

20 Q. A declaration for your direct testimony in this case for
21 trial.

22 A. Yes.

23 Q. Did you prepare that declaration?

24 A. No.

25 Q. What did you do in order --

1 Did you help prepare the declaration?

2 A. No.

3 Q. Well, what did you do to facilitate the declaration
4 being made?

5 A. I provided my written report to the office; and based on
6 the declaration, they used that report to write the
7 declaration.

8 Q. So, is it fair to say that for every scene that you go
9 to, you prepare a report for the office?

10 A. Yes.

11 Q. Okay, how much money --

12 Have you --

13 Do you do investigations for any other law firms
14 other than Center For Disability Access?

15 A. No.

16 Q. Okay. So, and you're an independent contractor; is that
17 correct?

18 A. Yes.

19 Q. You're not a licensed investigator, are you?

20 A. No.

21 Q. And how long have you been --

22 How many years have you been doing work for Center
23 of Disability Access?

24 A. Since 2013.

25 Q. Since 2013. And how long has Center For Disability

1 Access been your sole client, if you will?

2 A. 2013.

3 Q. Okay. You might have a -- you may actually be an
4 employee instead of an independent contractor. Have you
5 looked into that?

6 A. No.

7 Q. How much money did you make last year?

8 **MR. BALLISTER:** Object to the question on the
9 grounds it unfairly invades his right of privacy.

10 **THE COURT:** Overruled. But you're going to have to
11 define the question more than how much money you make. How
12 much money he made from this particular organization?

13 **MR. MURRAY:** Well, Your Honor, he has testified
14 that he's worked -- he's a captured investigator.

15 **THE COURT:** I just want the question defined: How
16 much money did he make from what?

17 **MR. MURRAY:** Let me be a little bit more clear.

18 **THE COURT:** If you're asking how much money you
19 make the whole year, then I will sustain the objection.

20 BY MR. MURRAY:

21 Q. Mr. Louis, how much money have you received --

22 How much money did you make from Center of
23 Disability Access last year?

24 A. I don't know.

25 Q. Just give it --

1 \$50,000?

2 A. I would be guessing.

3 Q. \$40,000?

4 A. Let's just say fifty.

5 Q. Okay. So, you make about -- is it fair to say that you
6 make about \$50,000 a year from Center of Disability Center
7 Access; is that right?

8 A. I said I don't know, but I mean if I have to guess I'll
9 say yes.

10 Q. I don't want you to guess, sir. I'm entitled to an
11 estimate.

12 A. I cannot estimate because I don't remember.

13 **THE COURT:** Well, let me ask you a question. I'm
14 assuming you filed an income tax.

15 **THE WITNESS:** Yes.

16 **THE COURT:** When you file an income tax, do you put
17 down how much you make?

18 **THE WITNESS:** Yes.

19 **THE COURT:** Can you --

20 Do you remember what you put down as to how much
21 you made?

22 **THE WITNESS:** Not specifically for -- for this, no.

23 **THE COURT:** Do you have other jobs other than this?

24 **THE WITNESS:** I do have other sources, yes.

25 **THE COURT:** And you don't remember what you put on

1 your income tax as to how much you made for this -- this job.

2 **THE WITNESS:** Not specifically. I did not review
3 it for this case today.

4 **THE COURT:** Well, he didn't ask for a specific. He
5 asked for an estimate. You can't even estimate what you made
6 from them?

7 **THE WITNESS:** Well, I'll have to --
8 Well, I'll say \$50,000.

9 **THE COURT:** Okay. So that would be your estimate.

10 **THE WITNESS:** Yes.

11 **THE COURT:** Okay.

12 Go ahead.

13 BY MR. MURRAY:

14 Q. And is it fair to say that you've made about \$50,000 a
15 year since 2013 --

16 A. Yes.

17 Q. -- from Center of Disability Access, correct?

18 A. Yes.

19 Q. Who did you communicate with from the law firm in order
20 to prepare your declaration?

21 A. No one.

22 Q. Okay. So, tell me how this works, is a declaration just
23 e-mailed to you?

24 A. Yes.

25 Q. And then you just sign it?

1 A. I don't just sign it. I review it, sometimes I make
2 corrections. I don't remember what it was in this case, but
3 I review it, and I have to approve it.

4 Q. So, you don't know if you made corrections or not in
5 this case, is that correct?

6 A. That is correct.

7 Q. And you prepared a report based upon your investigation;
8 is that correct?

9 A. Yes.

10 Q. Okay. Do you know if you --

11 Has that report been produced as an exhibit in this
12 case?

13 A. No.

14 Q. Okay. How many times have you testified at trial?

15 A. Less than five times.

16 Q. Okay. So, is it fair to say that most of the cases that
17 you have worked on have settled; is that correct?

18 A. Yes.

19 Q. Okay. And on average, what's your average bill, do you
20 think, per investigation?

21 A. I have never broken it down by investigation.

22 Q. Well, do you recall being at this facility on May 12,
23 2020?

24 A. Yes.

25 Q. Do you have an independent recollection?

1 A. Of being there?

2 Q. Yes.

3 A. Yes.

4 Q. Okay. So you have a good memory, then. Is that right?

5 A. Umm, I don't know how to answer that question.

6 Q. Do you actually remember the date, like: I was there on
7 May 12, 2020. Do you really remember that, or do you have to
8 look at documents?

9 A. Oh, I'm sorry, I misunderstood. Yes, I have to look at
10 documents.

11 Q. What documents did you look at?

12 A. My photos and my notes.

13 Q. Okay, the photos that Mr. Ballister had showed to you in
14 exhibits 2A through 2I, those have Bate stamps in the top
15 right corner, have identification in the top right there.

16 A. Yes.

17 Q. Did you put those there?

18 A. The camera did.

19 Q. What type of camera do you use?

20 A. My iPhone.

21 Q. Okay. So, does your iPhone automatically --

22 I have an iPhone, and I haven't seen that. Is that
23 a function on the iPhone?

24 A. Yes. It's a function on an app. I download it
25 specifically to date the photos, yes.

1 Q. Okay. And when did you input that information? Did you
2 input it after you took the photographs?

3 A. I did not input the information at all. It just
4 automatically appears.

5 Q. It automatically appears?

6 A. Yes.

7 Q. Okay. Now, tell me about the evolution. How do you get
8 these cases? Who contacts you?

9 A. There are two ways to get them. One is through an
10 e-mail, the other way is through a phone call, if there is
11 something urgent, then I'll get a phone call.

12 Q. Do you recall who you had communication with in this
13 case in order to go down to the supermarket?

14 A. In this case it was an e-mail.

15 Q. Okay. Do you have a copy of that e-mail with you?

16 A. No.

17 Q. Do you know who e-mailed you that?

18 A. I'm sorry. Say that again?

19 Q. Do you know who e-mailed you?

20 A. No.

21 Q. Do you know when that e-mail is generated?

22 A. No.

23 Q. Do you know if it was an attorney who e-mailed you, a
24 secretary, a paralegal?

25 A. I don't know.

1 **THE COURT:** He already said he doesn't know.

2 BY MR. MURRAY:

3 Q. Did you look at that e-mail before you came here today
4 to testify?

5 A. No.

6 Q. Why not?

7 A. I was just reviewing my -- my notes and my pictures.

8 Q. So, you have notes?

9 A. I took notes. The notes that I submitted to the office,
10 yes.

11 Q. Okay. So, you did review your notes before testifying
12 today, correct?

13 A. Yes.

14 Q. When did you review them?

15 A. Today.

16 Q. Where? In your car? At home?

17 A. Yeah, I reviewed them in my car.

18 Q. Do you have a paper copy of your notes with you right
19 now?

20 A. Yes, I do.

21 Q. Are they in your bag?

22 A. They're in my folder, I mean, with my paper, yes.

23 Q. Okay. In your declaration, you had indicated --

24 You actually made some measurements; is that
25 correct?

1 A. Yes.

2 Q. And did you carry a tape measure with you on that day?

3 A. No.

4 Q. What?

5 A. No.

6 Q. Why not?

7 A. I didn't -- I didn't find the opportunity --

8 Oh, did I carry a tape measure? Yes, I did.

9 Q. So, I just want to be clear. Earlier you testified you
10 did not carry a tape measure with you? Are you changing your
11 testimony now?

12 A. I am. I did carry a tape measure.

13 Q. Okay. Do you always carry a tape measure?

14 A. Always carry a tape measure when I go on cases.

15 Q. And you indicated in your declaration that you had
16 measured the aisles?

17 A. Yes.

18 Q. In the super market?

19 A. Yes.

20 Q. And you also measured the counter?

21 A. Yes.

22 Q. Now, did you go there to shop? To buy anything?

23 A. No.

24 Q. Why not?

25 A. My purpose for going to this market was to conduct this

1 investigation.

2 Q. But you don't have any, like, receipts that shows that
3 you were there, correct?

4 A. That is correct.

5 Q. Do you have any receipts that show that you were in the
6 area at the time?

7 **MR. BALLISTER:** The question is argumentative and
8 it exceeds the scope of his testimony. He's testified --

9 **THE COURT:** It's irrelevant if he has those
10 receipts, as to whether or not he was in the area. Next
11 question.

12 BY MR. MURRAY:

13 Q. Can you look at the photograph you took in your exhibit
14 book?

15 **MR. MURRAY:** And that's for purposes -- 2A through
16 2I.

17 BY MR. MURRAY:

18 Q. Can you take a look at those photographs?

19 A. Okay.

20 Q. Tell me when you finish looking at them.

21 A. Okay. I'm finished.

22 Q. In any of those photographs, are there any images that
23 shows that you've had a measuring tape, measuring the aisles?

24 A. No.

25 Q. Are there any images showing that you were measuring the

1 counter?

2 A. No.

3 Q. Okay. Is there a reason why, sir, you did not take
4 measurements when you went to the supermarket?

5 A. Well, I --

6 **THE COURT:** Before you get there, did you take
7 measurements in the supermarket?

8 **THE WITNESS:** I did.

9 BY MR. MURRAY:

10 Q. So, sir, could you answer my question? Is there any
11 reason why you did not take pictures of the tape measure, you
12 know, if you lay a tape measure on the floor --

13 A. I did not use a measuring tape to take my measurements.

14 Q. Oh, I thought you said you did have a tape measure?

15 A. I did.

16 Q. You did?

17 A. Yes.

18 Q. Okay, so how did you make measurements?

19 A. I used body transference.

20 Q. You used body transference?

21 A. Yes.

22 Q. Can you explain what that is?

23 A. Sure. Body transference is when, for instance, I know
24 my feet are exactly 12 inches long, so I'll put my feet in a
25 certain area of the floor, and then I'll measure from there.

1 Q. So, you're telling me --

2 So, let's just take your declaration here that --

3 Well, let's talk about the aisle, the paths of
4 travel, you measured them to be 36 inches wide. Some as
5 narrow as 14 inches.

6 **MR. BALLISTER:** That misstates the declaration.

7 **THE COURT:** Why don't you restate the question,
8 Counsel.

9 **MR. MURRAY:** Your Honor, I didn't hear you.

10 **THE COURT:** Why don't you restate question.

11 BY MR. MURRAY:

12 Q. Body transference. Is that a science?

13 A. I don't know. Not as far as I know.

14 Q. Are you certified in the science of body transference?

15 A. No.

16 Q. Do you have any certification to make -- to take
17 measurements by body transference?

18 A. No.

19 Q. And you did have a tape measure with you, correct?

20 A. Yes.

21 Q. So is there a --

22 Don't you --

23 In your opinion, sir, don't you think that a tape
24 measure would be more reliable than body transference?

25 **MR. MURRAY:** Calls for speculation.

1 **THE COURT:** Sustained. His opinion wouldn't be
2 relevant.

3 **MR. MURRAY:** Well, Your Honor, if he's hired --

4 **THE COURT:** What he thinks wouldn't be relevant.
5 What he did is relevant. I mean, do you want to ask him
6 whether or not this case is a good case or not? It's not
7 relevant what he thinks.

8 **MR. MURRAY:** I can ask him, Your Honor, if you'd
9 like.

10 BY MR. MURRAY:

11 Q. What's your level of education?

12 A. Some college.

13 Q. Did you get a degree?

14 A. No.

15 Q. An associates degree?

16 A. No.

17 Q. Did you take any classes on this body transference?

18 A. No.

19 Q. In the report that you provided to the Center For
20 Disability Access, did you indicate that the measurements
21 were by body transference?

22 A. No.

23 Q. Why not?

24 A. I did not include it in there.

25 Q. Okay. And so --

1 How big is your foot?

2 A. 12 inches.

3 Q. 12 inches. Okay. Do you have a picture of your foot
4 that we know is 12 inches?

5 A. No.

6 Q. Okay. Were there --

7 And you took no images then of you taking measures
8 by this body transference mechanism; is that correct?

9 A. Yes.

10 Q. Okay. And in terms of, how do you measure a counter?

11 A. Using body transference again. When I stand from the
12 floor up, I know all the way up to my bellybutton is a
13 certain height, in this case 42 inches, and I extrapolate
14 from there.

15 Q. Okay. And so you actually stood at the counter in this
16 case?

17 A. Yes.

18 Q. And was there a clerk there at the counter?

19 A. I don't remember. I don't know.

20 Q. I mean, did the clerk --

21 Wouldn't somebody find it strange that you're --
22 you pushed your belly up against the counter?

23 **MR. BALLISTER:** Calls for speculation.

24 **THE COURT:** Sustained.

25 BY MR. MURRAY:

1 Q. Do you recall who was in the store at the time?

2 A. No.

3 Q. You didn't make any notes of how many employees were in
4 the store?

5 A. No.

6 Q. Okay. And so do you recall, independently, sir, how
7 tall the counter was?

8 A. Independently, without reviewing my notes?

9 Q. Yes.

10 A. No. I have to review my notes to remember that.

11 Q. And your notes are in your bag?

12 A. Oh, I remember from reading the notes. Like, right now
13 I know that it's 40 inches is what I wrote down.

14 Q. All right. So, you -- it's based on you reading your
15 report --

16 Let me withdraw the question.

17 When you say "my notes," is that different from the
18 report?

19 A. No.

20 Q. So, do you have notes and the report?

21 A. I have -- okay, so, obviously I don't have a computer
22 with me when I do these assessments. So, I do keep some
23 notes after each investigation, I jot them down, and then I
24 fill the reports based on what I wrote down in my notes.

25 Q. Now, you've done this in about 500 cases. Is that fair

1 to say? In excess of 500. Is that correct?

2 A. Yes.

3 Q. And you've never met Mr. Garcia, the gentleman in front
4 of you; is that correct?

5 A. I've met him once before.

6 Q. Okay, to testify at a trial?

7 A. No.

8 Q. What was the occasion that you met Mr. Garcia?

9 A. We were at a joint site inspection together.

10 Q. Okay. Do you know how many times you had worked on
11 cases where Mr. Garcia has been the plaintiff?

12 A. No.

13 Q. When you were provided the information to go out and do
14 a site inspection, are you given the name of the plaintiff?

15 A. The site inspection?

16 Q. When you go out and investigate the scene, are you given
17 the name of the person that purportedly encountered the
18 violation?

19 A. I'm given the last name, yes.

20 Q. Okay. And you keep a record of that, correct?

21 A. No.

22 Q. You don't keep a record of the names of the individuals
23 associated with the cases that you investigate; is that
24 correct?

25 A. That is correct, yes.

1 Q. Okay. Have you taken any classes on this body
2 transference?

3 A. No.

4 Q. In your opinion, sir, why do you believe that this body
5 transference makes accurate measurements?

6 A. I -- umm -- well, basically, if I -- based on the number
7 of investigations that I've done, I think I can tell the
8 difference based on body transference, just looking at the
9 width of a certain place, whether it's 36 inches or if it's
10 closer to 17 inches.

11 Q. So, you base that on the number of investigations that
12 you've done? Is that correct?

13 A. Well, each investigation is different. So I'm basing it
14 based on my experience and basically my visual cues that I'm
15 getting at this specific investigation.

16 Q. Have you ever, sir, in your life compared the
17 measurements between a tape measure and body transference
18 measure?

19 A. Every time.

20 Q. Okay. So, in this case, you testified that you did not
21 take tape measurements?

22 A. In the store, yes, correct.

23 Q. Is this the only case in which you have not taken tape
24 measurements?

25 A. No.

1 Q. How many of the cases in your approximately 500-plus
2 cases, how many of those cases have you not taken tape
3 measurements?

4 A. I don't know.

5 Q. Half?

6 A. I don't know.

7 Q. When you went to the supermarket here, you did recall
8 that you had a tape measure, correct?

9 A. Yes.

10 Q. And did you have that tape measure on your body or was
11 it in your car?

12 A. It was in my pocket.

13 Q. It was in your pocket. Okay.

14 Have you reported to the Center For Disability
15 Access that you take measurements based on body transference?

16 A. Yes.

17 Q. Have they approved that method?

18 A. I don't know if it's been approved or disapproved, but
19 they've been -- they are aware.

20 Q. Does your report specifically say that: I took these
21 measurements based upon body transference?

22 A. I don't believe so, no.

23 Q. Okay. And in any of the reports that you prepared for
24 the Center of Disability Access, have you indicated in those
25 reports where the measurements were taken by body

1 transference versus tape measurement?

2 A. I do have in my report a box that I highlight when I do
3 this, but I don't remember specifically for this case whether
4 or not I did it. But I -- it is on my report as an option
5 for me to highlight. But I don't remember specifically for
6 this case.

7 Q. Okay. Since you just reviewed the report this morning,
8 you don't recall how much money you charged to make a report
9 in this case?

10 A. No.

11 Q. Have you done any other work in this case other than
12 prepare a report and show up to trial?

13 A. No.

14 Q. Have you talked to any counsel about you testifying in
15 this case?

16 **MR. BALLISTER:** That's vague. Attorney-client work
17 privilege.

18 **THE COURT:** Overruled.

19 **MR. MURRAY:** You can answer it, sir.

20 I didn't hear you.

21 **THE WITNESS:** Please repeat the question.

22 BY MR. MURRAY:

23 Q. Have you talked to any attorney from Center of
24 Disability Access in terms of preparing for you to testify
25 today?

1 A. Yes.

2 Q. Who?

3 A. Mr. Ballister.

4 Q. When did you speak with Mr. Ballister?

5 A. Spoke with Mr. Ballister this morning and two days ago.

6 Q. Okay. On the telephone?

7 A. Yes.

8 Q. And did Mr. Ballister go over your report with you?

9 **THE COURT:** That would be stated as attorney-client
10 privilege.

11 **MR. BALLISTER:** And work product.

12 BY MR. MURRAY:

13 Q. How much are you being paid for your testimony today?

14 A. \$25 an hour.

15 Q. Does that include travel?

16 A. It does.

17 Q. When did you start?

18 A. Today I started a little bit after 7:30.

19 Q. And is that your arrangement that any time you testify
20 in court is \$25 an hour?

21 A. It's just my standard fee for whenever I -- when it
22 includes testifying in court.

23 Q. Okay. It's fair to say that you're very familiar with
24 doing investigations for Center of Disability Access,
25 correct?

1 oath.

2 Do you swear or affirm that the testimony you're
3 about to give in the case now before this Court will be the
4 truth, the whole truth and nothing but the truth, so help you
5 God?

6 **THE WITNESS:** I do.

7 **THE COURT:** Okay, and would you please state your
8 full name for the record and are spell your last name.

9 **THE WITNESS:** My name is Orlando Garcia. My last
10 name, G-A-R-C-I-A.

11 **THE COURT:** Okay, counsel, you may inquire.

12 **MR. BALLISTER:** Thank you.

13 **THE COURT:** Let me inform both counsel, I'm going
14 to give you a time amount in the case, because the first
15 witness went on three times longer than it should have. You
16 both have two hours to finish the case.

17 **MR. BALLISTER:** Thank you.

18 **THE COURT:** And in case there is any question, two
19 hours per side, not two hours total.

20 **MR. BALLISTER:** Not two hours per witness.

21 **THE COURT:** Not two hours per witness.

22 **MR. BALLISTER:** Thank you.

23 **WITNESS, ORLANDO GARCIA, SWORN**

24 DIRECT EXAMINATION

25 BY MR. BALLISTER:

1 Q. Mr. Garcia, can you hear me?

2 A. Yes.

3 Q. You state your name is Orlando Garcia, correct?

4 A. Yes.

5 Q. And you are the plaintiff in this case, the case of
6 Orlando Garcia versus Josefina Rodriguez, correct?

7 A. Yes.

8 Q. All right, you signed a direct testimony declaration in
9 this case, correct?

10 A. Yes.

11 Q. And have you reviewed that direct testimony declaration?

12 A. Yes.

13 Q. And do you know the facts therein to be true and
14 accurate?

15 A. Yes, I do.

16 Q. And did you read your direct testimony declaration
17 before you signed it?

18 A. Yes, I did.

19 Q. Okay. You are a person with disability, correct?

20 A. Yes.

21 Q. All right. And you have cerebral palsy, is that
22 correct?

23 A. Yes.

24 Q. Is that since berth?

25 A. Yes, it is.

1 Q. Do you have any other limitations other than the
2 quadriplegic that resulted from your cerebral palsy? Other
3 limitations?

4 A. Just my hands, hand motion, dexterity.

5 Q. Do both hands have a limitation of range of motion?

6 A. Yes.

7 Q. Okay. How old are you, sir?

8 A. Fifty-eight.

9 Q. Okay. And have you ever been known by any other name
10 other than Orlando Garcia?

11 A. No.

12 Q. All right. Did you in fact make a visit to the Indiana
13 Market located at 568 South Indiana Street in Los Angeles?

14 A. Yes.

15 Q. What was your purpose in going there?

16 A. I wanted to get something to snack on, something to
17 drink.

18 Q. And do you have any other purpose, a secondary purpose
19 in going there?

20 A. To also check to see if there were compliant.

21 Q. And by "compliant," you mean disable accessible?

22 A. Yes.

23 Q. Did you in fact go to the Indiana Market?

24 A. Yes, I did.

25 Q. Did you enter the Indiana Market?

1 A. Yes, I did.

2 Q. And how did you get inside the Indiana Market?

3 A. I went in through the entrance with my wheelchair.

4 Q. Would that be the front door off the public sidewalk
5 into the store?

6 A. Yes.

7 Q. Did you take any photographs when you were inside the
8 Indiana Market?

9 A. Yes, I did.

10 Q. And did you provide those photographs to my office?

11 A. Yes, I did.

12 Q. And do you recall the date that you were at the Indiana
13 Market?

14 A. Yes.

15 Q. What date was it?

16 A. February 19, 2020.

17 Q. All right. That exhibit book in front of you, are you
18 going to be able to open that? I'll help you.

19 A. Yes, thank you.

20 **MR. BALLISTER:** Okay, the record should show that I
21 opened the exhibit book in front of Mr. Garcia.

22 BY MR. BALLISTER:

23 Q. Mr. Garcia, in the exhibit book there are exhibits 1, 2
24 and 3, and I'd like you to turn to, if you can, to Exhibit
25 1A.

1 A. Okay.

2 Q. And do you see that?

3 A. Yes.

4 Q. Do you recognize what's shown in that photograph?

5 A. Yes, I do.

6 Q. And what is shown in that photograph?

7 A. It's the -- I believe that's the last aisle towards the
8 back of the store.

9 Q. By last aisle, can you tell me how many sales
10 merchandise aisles there are in the store?

11 A. Four.

12 Q. Okay. And when you say the last aisle, you mean that's
13 the aisle farthest from the public sidewalk?

14 A. Yes, it is.

15 Q. And did you take that photograph?

16 A. Yes, I did.

17 Q. And when did you take it? What day?

18 A. February 19, 2020.

19 Q. Approximately what time were you there?

20 A. It was about 4:45.

21 Q. In the afternoon?

22 A. Yes.

23 Q. All right. And do you see anything in that photograph
24 that you recognize other than the interior of the store?

25 A. I recognize the pillars.

1 Q. That's part of the store. Anything in the photograph
2 other than the interior of the store?

3 A. The ice cream freezer, I recognize the ice cream
4 freezer.

5 Q. What is this light colored bump from the lower part of
6 the photograph towards the right-hand side?

7 A. That it is my knee, sir.

8 Q. So, you recognize your knee in this photograph?

9 A. Yes, sir.

10 Q. Okay. And your knee was just inadvertently in the
11 photograph when you were trying to photograph the interior of
12 the store, correct?

13 A. Yes. I didn't realize I was photographing my knee.

14 Q. I'd like you to turn to Exhibit 1B.

15 A. Okay.

16 Q. Do you recognize what's shown in this photograph?

17 A. Yes.

18 Q. And what does this photograph show?

19 A. It shows, I believe, that's like the next aisle over,
20 and it's blocked by some metal shelves. And also that's
21 the -- my wheelchair is on the bottom right there, the
22 armrest, which was on the bottom.

23 Q. Do you see that you're indicating with your right hand,
24 you're pounding on the left-hand armrest on the wheelchair;
25 is that correct?

1 A. Yes.

2 Q. And is that what the gray item is at the bottom of the
3 photograph?

4 A. Yes. It's black and silver.

5 Q. And that's part of your wheelchair?

6 A. Yes, it is.

7 Q. And would you point again what part it is?

8 A. Right here.

9 Q. And you're indicating the left hand armrest on your
10 wheelchair, correct?

11 A. Yes.

12 Q. Did you take that photograph?

13 A. Yes, I did.

14 Q. And did you take it on the way you were there?

15 A. Yes, I did.

16 Q. That would be February 19, 2020, correct?

17 A. Yes.

18 Q. You indicated that one of these aisles was, it appears
19 to be blocked in this photograph by something red. What are
20 you referring to in that photograph?

21 A. It looks like some sort of like a rack where they put
22 bread or snacks or something.

23 Q. You're talking about the red wire device just to the
24 right of the green rectangle?

25 A. Yes.

1 Q. And to the left of what appeared to be spices or some
2 products to the right?

3 A. Yes.

4 Q. And was this rack impeding or blocking the progress down
5 the aisles that's shown in this photograph?

6 A. Yes, it was.

7 Q. I'd like you to turn to photograph -- or Exhibit No. 1C.
8 Do you see that?

9 A. Yes.

10 Q. Did you take this photograph?

11 A. Yes, I did.

12 Q. And do you recognize what the photograph shows?

13 A. Yes.

14 Q. And what does it show?

15 A. It shows a freezer, and also shows a -- potato chips
16 racks, and also the floor, the front door.

17 Q. That right side area of the photograph, on the
18 right-hand side, you're indicating that's the front entrance
19 to the store?

20 A. Yes, it is.

21 Q. And outside of that, what appears to be a doorway, there
22 is a car parked there, correct?

23 A. Yes.

24 Q. And that would be the public sidewalk out there as well?

25 A. Yes, it is.

1 Q. And did you take this photograph on February 19, 2020?

2 A. Yes, I did.

3 Q. Was anyone with you --

4 Did you have any assistance? Was anyone with you
5 on February 19, 2020?

6 A. No.

7 Q. Approximately how much time did you spend inside the
8 store?

9 A. Maybe like five minutes, maybe. It wasn't that long.

10 Q. And did you notice that there was a customer sales or
11 transaction counter anywhere inside the store?

12 A. Yes, it was over to the right of this picture.

13 Q. It was where?

14 A. On the left side when you walk in, when you walk in,
15 it's towards your left.

16 Q. Okay. So, walking into the store, the sales counter is
17 on the left side?

18 A. Yes.

19 Q. And did you take a look at that sales counter?

20 A. Yes, I did.

21 Q. And did it appear -- did it appear to be unusual in any
22 way from your point of view?

23 A. It looked kind of high to me.

24 Q. It looked kind of high?

25 A. Yes.

1 Q. Did you report that sales counter to my office that it
2 appeared to be high to you?

3 A. Yes.

4 Q. Did you purchase anything at the Indiana Market the day
5 you were there?

6 A. No, I didn't.

7 Q. Is it your custom to use stores where the sales counter
8 appears to you to be too high to be comfortable for you to
9 use?

10 **MR. MURRAY:** Objection. Leading.

11 **THE COURT:** Overruled.

12 BY MR. BALLISTER:

13 Q. You can answer the question?

14 A. Can you repeat it?

15 Q. Yeah. Is it your habit or custom to try to use sales
16 counters in stores that appear to you to be too high for you
17 to comfortably use?

18 A. No, no, I don't.

19 Q. And why is that? Why don't you attempt that?

20 A. I struggle, and, you know, maintain, I can't, unless I
21 pay with my debit card or something, and, you know, it's
22 higher, very hard.

23 Q. And it's hard because of why?

24 A. Because of my limited range of motion and my dexterity,
25 my hands.

1 Q. When you were inside the Indiana Market, did you look at
2 the merchandise aisles?

3 A. Yes.

4 Q. And you say there were four of them in there?

5 A. Yes.

6 Q. And going back to Exhibit 1A, does it depict the
7 merchandise aisles inside the Indiana Market?

8 A. Yes.

9 Q. And looking at that merchandise aisles when you were
10 there on February 19, 2020, did it appear to you that you'd
11 be able to navigate or travel down that merchandise aisle in
12 your wheelchair?

13 A. No.

14 Q. Were you using the same wheelchair on February 19, 2020
15 as you are sitting in here in court today?

16 A. Yes.

17 Q. The same wheelchair.

18 A. Same wheelchair.

19 Q. Did you look down all four of these merchandise aisles
20 in the store?

21 A. Yes.

22 Q. And did any of them appear to provide sufficient clear
23 path of travel for you to maneuver your wheelchair down a
24 merchandise aisle, any of them appear to be wide enough?

25 A. No, sir.

1 Q. And so was it your observation that none of them
2 appeared to be wide enough for you to maneuver your
3 wheelchair in any of the merchandise aisles, correct?

4 A. Correct.

5 Q. When you were at the store, did you see any sales clerk,
6 any what appeared to be an employee at the store?

7 A. Yes.

8 Q. Okay. Was a man or a woman?

9 A. It was a woman.

10 Q. And where was she located?

11 A. She was near the -- the -- sales counter.

12 Q. The sales counter?

13 A. Yes.

14 Q. I want you to look to Exhibit 2H. Which one is that?

15 A. That's F.

16 Q. We don't want F. We want H.

17 A. H. Okay.

18 Q. Are you looking at Exhibit 2H?

19 A. Yes.

20 Q. Do you recognize what's shown in that photograph?

21 A. Sales counter.

22 Q. And does that appear to be the sales counter that you
23 saw at the Indiana Market the day you were there?

24 A. Yes.

25 Q. Did you take any photographs of the sales counter the

1 day you were there?

2 A. No.

3 Q. And you heard testimony this morning from Mr. Louis
4 that, Evans Louis, that he took that photograph, correct?

5 A. Yes.

6 Q. And date stamp is May 12, 2020, which he says is the
7 date he took that photograph, correct?

8 A. Correct.

9 Q. Were you there with Mr. Louis on February -- I mean, May
10 12, 2020?

11 A. No.

12 Q. And again, turn to the next Exhibit in order, that would
13 be 2I.

14 A. This one right here?

15 Q. Are you looking at Exhibit 2I?

16 A. Yes.

17 Q. Thank you. And do you recognize what's shown in that
18 photograph?

19 A. Looks like the sales counter.

20 Q. Does that show -- does that photograph show the sales
21 counter at the Indiana Market the day you were there in
22 February 19, 2020?

23 A. Yes.

24 Q. All right. I'm going to ask you once again, going back
25 to your photographs, 1A. Are you looking at 1A?

1 A. Yes.

2 Q. And it's your testimony that that beige color bump down
3 in the lower right-hand corner of the photograph, that's a
4 picture that shows your -- your knee, correct, your pant leg?

5 **THE COURT:** That's been asked and answered.

6 **MR. BALLISTER:** All right.

7 I have nothing else at this time.

8 **THE COURT:** Cross?

9 CROSS-EXAMINATION

10 BY MR. MURRAY:

11 Q. Mr. Garcia, good morning.

12 A. Good morning.

13 Q. Counsel, your attorney, went over exhibits 1A through
14 1C. Do you recall that?

15 A. Yes.

16 Q. And you testified that these are the three exhibits that
17 you took in the supermarket; is that correct?

18 A. Yes.

19 Q. Okay. And those are the only three photographs?

20 A. Yes.

21 Q. So, I --

22 Those are the only photographs that you took; is
23 that correct?

24 A. Yes.

25 Q. And you communicated -- or you transmitted the

1 photographs to your counsel after taking them, correct?

2 A. Yes.

3 Q. Do you know when you did that?

4 A. Umm, I'm not sure.

5 Q. Do you recall the date that you were at the facility?

6 A. Yes.

7 Q. What day?

8 A. February 19, 2020.

9 Q. Do you remember that independently, or did you have to
10 look at documents to remind yourself?

11 A. I did have to look at it.

12 Q. Have you ever --

13 I didn't hear your answer, sir?

14 A. I did look at the document.

15 Q. What document did you look at to refresh your memory?

16 A. For the case.

17 Q. What document for the case do you recall you looked at
18 to refresh your memory that you were at the supermarket on
19 February 19, 2020?

20 A. My declaration.

21 Q. Your declaration?

22 A. Yeah.

23 Q. Okay. Is that the declaration you signed in this case?

24 A. Yes.

25 Q. Have you ever seen your initial disclosures, the

1 disclosures, the Rule 26 disclosures that were made by your
2 counsel in this case?

3 **THE COURT:** If you know.

4 **THE WITNESS:** I'm not sure.

5 **MR. BALLISTER:** Also, attorney-client
6 communication.

7 **THE COURT:** Overruled.

8 **MR. MURRAY:** Your Honor, may I show the witness the
9 Rule 26 disclosures?

10 **THE COURT:** He said he's never seen them before.

11 **MR. MURRAY:** I'd like to see if maybe this document
12 would refresh his memory.

13 **THE COURT:** Just look at the document. Now, after
14 you've looked at the document, you can turn it over.

15 And then you can ask your next question.

16 **MR. MURRAY:** The disclosures provided --

17 **THE COURT:** Let him look at the document. After he
18 looks at the document, he can turn it over, because it is not
19 an exhibit.

20 Okay, now you can ask your question.

21 BY MR. MURRAY:

22 Q. The disclosures indicated by your counsel indicate that
23 there were four photographs that you took.

24 Did you in fact take four photographs?

25 **THE COURT:** If you remember.

1 **THE WITNESS:** I might have.

2 BY MR. MURRAY:

3 Q. So, your testimony earlier today was that these were the
4 only two photographs that you took, exhibits, what is it 1A
5 through C.

6 **MR. BALLISTER:** That misstates his testimony.
7 These are the only photographs that he testified that he took
8 inside the store.

9 **THE COURT:** Well, why don't you finish your
10 question, already stated either way. He hadn't finished his
11 question, Counsel.

12 BY MR. MURRAY:

13 Q. You earlier testified that you only took three
14 photographs related to this supermarket, correct?

15 **MR. BALLISTER:** Again, misstates the testimony.

16 **THE COURT:** That wasn't exactly his testimony. No.
17 2, it doesn't make any difference if he recalls that
18 testimony. It makes a difference whether the Court recalls
19 that testimony, and I did hear the testimony.

20 What he thought he said is irrelevant in this case.
21 What he said and what the Court heard is relevant.

22 Go ahead.

23 And attorneys do that all the time. I don't know
24 why. "Didn't you say?" That's an improper question.

25 "Didn't you say this earlier?" Because he can't testify to

1 what he said. The Court hears what he says, and the jury
2 hears what he says.

3 Okay, go ahead counsel.

4 BY MR. MURRAY:

5 Q. Mr. Rodriguez, so do you know what the fourth photograph
6 would be of?

7 A. It would be the outside of the store.

8 Q. Is there a reason why you did not transmit that
9 photograph to counsel?

10 **MR. BALLISTER:** That evades attorney-client
11 communication.

12 **THE COURT:** Overruled.

13 BY MR. MURRAY:

14 Q. Did you hear the question?

15 A. Is there a reason why I didn't?

16 Q. Is there a reason why you didn't give that fourth
17 photograph to your counsel?

18 A. I don't know.

19 Q. Okay. And you don't know what that fourth photograph
20 is?

21 **THE COURT:** At this time you don't know what it is?

22 **THE WITNESS:** I'm thinking maybe the outside of the
23 store.

24 **THE COURT:** But you don't know. You haven't seen
25 the fourth photograph today.

1 **THE WITNESS:** No, not today.

2 **THE COURT:** So you don't know what that is.

3 **THE WITNESS:** You're right.

4 **THE COURT:** Okay.

5 Next question.

6 **MR. MURRAY:** Can I have --

7 (Discussion off the record.)

8 BY MR. MURRAY:

9 Q. Prior to filing the complaint in this case, did you
10 review the complaint yourself?

11 A. Yes.

12 Q. And you approved the complaint before filing?

13 **MR. BALLISTER:** Again, that invades attorney-client
14 communication.

15 **THE COURT:** Overruled.

16 **THE WITNESS:** Can you say that again?

17 BY MR. MURRAY:

18 Q. You approved the complaint before it's filed, correct?

19 A. Yes.

20 Q. And is the complaint, each complaint mailed to you or
21 e-mailed to you?

22 A. Yes.

23 Q. Yes, what. E-mail or mail?

24 A. E-mail.

25 Q. Okay. I'd like to show you a copy of the complaint.

1 A. Okay.

2 Q. And if you go to paragraph 8. The complaint indicates
3 that you went to the store sometime in February 2020,
4 correct?

5 A. Yes.

6 Q. Are you looking at paragraph 8?

7 **MR. BALLISTER:** He's asking you --

8 He wants you to confirm that that's what it says.

9 We'll stipulate that's what paragraph 8 says.

10 **THE COURT:** The Complaint speaks for itself.

11 BY MR. MURRAY:

12 Q. Do you keep notes, sir, in terms of the dates that you
13 visit the facilities?

14 A. I say in my e-mails that I sent --

15 Q. I don't understand your response.

16 A. I -- I -- you know, I say in that e-mail that I -- when
17 I submit the complaint, on the intake.

18 Q. And how --

19 Do you keep an independent record of each facility
20 that you visited and the dates that you visited?

21 A. Well, my intake and also the photographs.

22 Q. And what does your intake entail? What does that mean?

23 A. The name of the business, the date that I went there,
24 and the complaint.

25 Q. And do you write it down?

1 A. On the -- on the -- yeah, on the e-mail.

2 Q. So, you incorporate it in an e-mail; is that correct?

3 A. Yes.

4 Q. Okay. And is there a reason why --

5 And you filed over 500 complaints for ADA
6 violations, correct?

7 A. Correct.

8 Q. Do you have a job?

9 A. No.

10 Q. So, do you -- is your sole source of income from earning
11 money from filing ADA cases?

12 **MR. BALLISTER:** Objection. That question invades
13 his right of financial privacy under the California
14 Constitution.

15 **THE COURT:** Overruled.

16 BY MR. MURRAY:

17 Q. You can answer.

18 A. Can you say that again?

19 Q. Is your sole source of income from filing ADA cases?

20 A. I also receive a survivor benefit.

21 Q. Survivor benefits? Okay, is it fair to say that the
22 majority of your income is from filing ADA cases?

23 A. Yes.

24 Q. Do you utilize the services of any other counsel for
25 filing ADA cases?

1 A. I don't understand that.

2 Q. Do you use any other lawyers to file all these ADA
3 violation cases?

4 A. No.

5 Q. And how long have you been filing these ADA violation
6 cases?

7 A. About four or five years.

8 Q. Four or five years?

9 A. Approximately, yeah.

10 Q. And you -- you filed -- on record, you have over 500
11 cases that you filed, correct?

12 A. Correct.

13 Q. So, how much income do you earn in a year from filing
14 ADA cases?

15 **MR. BALLISTER:** That violates his right of
16 privacy --

17 **THE COURT:** Overruled.

18 **THE WITNESS:** I'm not sure.

19 BY MR. MURRAY:

20 Q. You have no estimate, sir?

21 A. No, sir.

22 Q. Well, do you file tax returns every year?

23 A. I haven't.

24 Q. So, you don't file --

25 When is the last time you filed a tax return?

1 **THE COURT:** That would be irrelevant, Counsel.

2 Next question.

3 BY MR. MURRAY:

4 Q. So, you don't have any estimate in terms of how much
5 money you make per year from filing ADA cases?

6 A. No, I don't. I haven't -- I haven't, you know -- I
7 don't know. No.

8 Q. Do you think it's 30,000, \$40,000 a year?

9 **MR. BALLISTER:** Calls for speculation.

10 **THE COURT:** Can you give us an estimate of how much
11 you make per year?

12 **THE WITNESS:** Maybe about -- yeah about \$40,000.

13 BY MR. MURRAY:

14 Q. \$40,000 a year?

15 A. Yeah.

16 Q. Do you have, like, an estimate in terms of how much
17 money you make on each case?

18 A. No.

19 Q. \$2000, \$3000?

20 **MR. BALLISTER:** He already testified he has no
21 estimate.

22 **THE COURT:** Sustained. And I'm assuming each case
23 is different.

24 **THE DEFENDANT:** Yes, sir.

25 **THE COURT:** Okay.

1 Next question.

2 BY MR. MURRAY:

3 Q. On paragraph 14 of your complaint. Could you read that?

4 Do you see that?

5 A. "The barriers relate to impact the plaintiff.

6 Disability. Plaintiff. Person as he encountered these

7 barriers." [SIC]

8 Q. Did you in fact personally encounter the barriers in

9 this case?

10 A. Yes, I did.

11 Q. And you encountered the counter barrier; is that

12 correct?

13 A. I saw the counter barrier.

14 Q. Did you encounter the counter barrier?

15 A. I'm not sure what that means.

16 Q. You believe the barrier -- one of the barriers in this

17 case is the counter or was the counter, correct?

18 A. Yes.

19 Q. Did you encounter the counter? Not to sound like a

20 poet.

21 A. If I would have bought something, I would encounter it.

22 Q. Did you buy something?

23 A. No.

24 Q. Okay. So is it your testimony then, since you didn't

25 buy anything, you did not encounter the counter?

1 A. Yes.

2 Q. Yes? Okay. And if you go to Paragraph 18. Before I
3 look at Paragraph 18, you didn't take any photographs of the
4 counter, correct?

5 A. No, I didn't.

6 Q. Is there a reason why you did not?

7 A. No. The lady was standing there, you know, I have no --
8 I noticed that it was kind of high.

9 Q. And is there a reason why you didn't take a picture of
10 it?

11 A. There is no reason, no.

12 Q. Okay. You thought it was important to take pictures of
13 the aisles, correct?

14 A. Yes.

15 Q. Is there a reason why you didn't take a picture of the
16 counter?

17 A. Well, I mean, you know, when I submit the intake, I know
18 that they're going to send an investigator, and he's going
19 to, you know, see if what I'm saying is true.

20 Q. So, did you report to the Center For Disability Access
21 that you personally encounter the counter?

22 A. No.

23 Q. No?

24 A. I don't think so. I mean, I noticed it but, you know, I
25 didn't encounter it.

1 Q. Okay. So, you approve this filing where it indicates
2 that you encountered all the barriers, correct?

3 A. Okay, yes.

4 Q. It's fair to say that you've reviewed over 500
5 complaints relating to your ADA actions, correct?

6 A. Correct.

7 Q. Okay. If you look at Paragraph 18, could you read the
8 first sentence?

9 A. Right here? "The barrier identified above are easily
10 removed without much difficulty or expenses."

11 Q. And, sir, you don't know that as a fact, do you?

12 **MR. BALLISTER:** That's an allegation.

13 **THE COURT:** Sustained.

14 BY MR. MURRAY:

15 Q. Do you know how much it costs to remove these barriers?

16 **MR. BALLISTER:** Exceeds the scope of his direct.

17 **THE COURT:** I'm sorry?

18 **MR. BALLISTER:** It exceeds the scope of his direct
19 testimony.

20 **THE COURT:** Sustained.

21 You can recall him as your witness later, but this
22 witness has not testified to anything that deals with the
23 cost of refurbishing the premise.

24 BY MR. MURRAY:

25 Q. Have you met any of the experts in this case?

1 A. Umm, the gentleman that testified earlier.

2 **MR. BALLISTER:** He's referring to the other,
3 Mr. Slater, and the lady that was seated here.

4 BY MR. MURRAY:

5 Q. Have you met Mr. Slater?

6 A. Earlier.

7 Q. Do you know how much Mr. Slater is being paid?

8 A. No, I don't.

9 Q. Do you know how much Mr. Slater has charged?

10 A. No, I don't.

11 Q. Have you ever spoken with Soyoung?

12 A. No.

13 Q. Do you know how much she's charging?

14 A. No, I don't.

15 Q. Do you know how much she's been paid?

16 A. No, sir.

17 Q. Have you ever discussed these barriers with any of the
18 experts that have been retained in this case?

19 A. No.

20 Q. Okay. Do you recall filing a declaration in terms of
21 filing a motion for summary judgment in this case?

22 A. Yes.

23 Q. And you indicated to the Court in that declaration that
24 when you were done shopping, you looked around for a lower
25 sales counter so you could pay for the items. Do you

1 remember signing that declaration?

2 A. Yes.

3 Q. Okay. What items, sir, did you have that you were
4 trying to purchase?

5 A. I don't have them.

6 Q. Well, you stated in your declaration: "When I was done
7 shopping, I looked around for a lower sales counter so I
8 could use -- that I could use to pay for my items."

9 **THE COURT:** There is no question. What's your
10 question?

11 BY MR. MURRAY:

12 Q. So the question is, which items were you trying to pay
13 for?

14 **THE COURT:** He's already answered. There were no
15 items.

16 Next question.

17 BY MR. MURRAY:

18 Q. Did you hold any items, take any items off the shelves
19 that you wanted to purchase?

20 A. No, I didn't.

21 Q. Now, you consider yourself an ADA advocate; is that
22 correct?

23 A. Yes, sir.

24 Q. Do you recall that -- I'm going to represent to you that
25 in February or for February 2020, I've been able to locate 12

1 lawsuits that you filed for ADA violations. Does that sound
2 about right?

3 A. Yes, it does.

4 Q. And do you recall the dates of each of those locations
5 that you visited?

6 A. No, I don't.

7 Q. Okay. Is there a reason why those dates are not
8 included in the complaint?

9 **MR. BALLISTER:** Calls for speculation. It goes to
10 the drafting of the complaint.

11 **THE COURT:** Sustained.

12 BY MR. MURRAY:

13 Q. When you reported that you were present at this
14 supermarket on February 19th of 2020, was it daytime or
15 nighttime?

16 A. It was daytime.

17 Q. Do you have a photograph of your car in the parking lot?

18 A. I wasn't in the car.

19 Q. Okay. How did you get to the supermarket?

20 A. I was on the -- I got to the area on the -- in the train
21 and the bus.

22 Q. So you took a train to go to the supermarket?

23 A. I was on the train, I got off on the -- on Indiana, and
24 got the bus to Whittier.

25 Q. Okay. And you live in the area; is that correct?

1 A. I don't live in the area. I don't live too far from the
2 area.

3 Q. What?

4 A. I don't live that far from the area. It's about ten
5 miles from where I stayed.

6 Q. So, have you ever frequented the store before?

7 A. No, I haven't.

8 Q. Okay. How did you find out about the store?

9 A. I was passing by it.

10 Q. So, where were you going? To East LA?

11 A. I was coming from East LA.

12 Q. Okay, and what were you doing in East LA?

13 A. I was on Whittier Boulevard.

14 Q. What were you doing on Whittier Boulevard?

15 A. I was just, you know, hanging out, going up and down the
16 street.

17 Q. Were you looking for ADA cases?

18 A. I did find some.

19 Q. Okay. Do you have any receipts from that day that you
20 were on Whittier Boulevard?

21 A. No, I don't.

22 Q. Do you have any receipts that you had taken the train on
23 that day on February 19?

24 A. They don't give me receipts.

25 Q. Do you have any evidence that shows that you were in the

1 area on February 19, 2020 in San Pedro?

2 A. Where?

3 Q. Well --

4 **THE COURT:** Counsel, at this time we're going to
5 take our morning recess. We'll be back in 15 minutes. Both
6 sides used two hours -- both sides have used 20 minutes
7 already. So, you have an hour and 40 minutes left.

8 Okay, we'll be in recess.

9 (Recess taken.)

10 **THE COURT:** Okay, let the record reflect that the
11 witness is present, and we're in cross-examination.

12 BY MR. MURRAY:

13 Q. Mr. Garcia, do you go by any other name?

14 A. No, sir.

15 **THE COURT:** Can that microphone be moved closer?
16 It's hard to hear him. Thank you, very much.

17 BY MR. MURRAY:

18 Q. Is it fair to say that you filed about 12 to 15 lawsuits
19 a month?

20 A. Yes.

21 Q. Okay, and as federal records indicated, you have filed
22 approximately 12 lawsuits of ADA violations -- or alleged ADA
23 violations in February of 2020. Does that sound about right?

24 A. Yes.

25 Q. And other than the e-mails that you had indicated, do

1 you keep any independent records of where you go, where you
2 visit, what you encounter? Anything like that?

3 A. No.

4 Q. Do you have -- do you take notes?

5 A. No.

6 Q. Okay. Do you use your cell phone to take the photos?

7 A. Yes.

8 Q. Okay. And, I'm curious, how do you know where to go
9 visit for ADA violations? Does the Center For Disability
10 Access give you access to --

11 **MR. BALLISTER:** Calls for speculation, lacks
12 foundation.

13 **THE COURT:** Sustained.

14 BY MR. MURRAY:

15 Q. Where do you live? What's your address? Well, let me
16 ask you this: What was your address in February of 2020?

17 A. 6052 Fayette Street, Los Angeles, 90042. It's Highland
18 Park.

19 Q. So, you live in Highland Park?

20 A. Yes.

21 Q. Okay. And Highland Park is actually, kind of near
22 Dodger Stadium, isn't it?

23 A. Yes, it is.

24 Q. And how long have you lived in Highland Park?

25 A. Pretty much all my life, on and off.

1 Q. Now, you have filed declarations in this case that this
2 market was near you, and that's one of the reasons -- it's a
3 convenient place for you to shop, correct?

4 A. Yes, it's not that far from me.

5 Q. And technically you state that: *I live less than 10*
6 *miles away from Indiana Market, and it's a convenient place*
7 *for me to shop.*

8 Do you recall signing a declaration attesting to
9 that?

10 A. Yes.

11 Q. And so how do you know the mileage between Highland Park
12 and San Pedro?

13 **MR. BALLISTER:** Question is vague and ambiguous as
14 to what San Pedro means.

15 **THE COURT:** I'm sorry, is there any testimony that
16 San Pedro is involved?

17 **MR. BALLISTER:** He's asked the question.

18 **THE COURT:** Why don't you restate the question.

19 BY MR. MURRAY:

20 Q. Approximately where is this market located?

21 A. The market is located on Indiana Street.

22 Q. Okay. And is that near your house in Highland Park?

23 A. It's not right next to it, but it's close by. I mean, I
24 go to the area. My doctor is on Whittier Boulevard. That's
25 why I know the area. I know it very well, you know, I go

1 there frequently.

2 Q. What part of town is 568 South Indiana?

3 A. I would say that's like East LA.

4 Q. East LA?

5 A. Yes.

6 Q. So it's your testimony that going to this market in East
7 LA is a convenient place for you to shop; is that correct?

8 A. Yeah. I go up and down Indiana, you know, like when I
9 go to the Doctor, that's the -- that's the path of travel I
10 take.

11 Q. Well, you filed a declaration in this case saying that
12 you live less than 10 miles away, and it's a convenient place
13 for you to shop. Correct?

14 A. Okay.

15 Q. Correct?

16 A. Correct.

17 Q. So, tell me, do you drive?

18 A. I don't drive.

19 Q. Did you drive in February of 2020?

20 A. No.

21 Q. Okay. And how do you get -- when you're not driving,
22 how do you get -- or when you're a passenger, I should say --
23 how do you get from Highland Park to the supermarket?

24 A. Well, there is -- the train is right there in Highland
25 Park, the gold line train, and it runs, it passes right --

1 you know, one of the stations is Indiana.

2 Q. Okay. And so how long is that train ride?

3 A. I don't know, about 15 minutes.

4 Q. How long does it take for you to get from your house to
5 the Highland Park train station?

6 A. I'd say maybe about three or four minutes.

7 Q. Three or four minutes? Okay, so on the day that you
8 were there, were you coming home?

9 A. Yes, I was.

10 Q. Okay. And you had been in East LA finding other ADA
11 cases, correct?

12 A. Yes.

13 Q. Okay. And so do you recall what you were doing on that
14 day prior to you allegedly being at the Indiana Market?

15 A. I was on my way to the train station.

16 Q. Prior to you going to the Indiana Market, what were you
17 doing prior to that?

18 A. Coming from Whittier, Whittier Boulevard.

19 Q. In East LA?

20 A. Yes.

21 Q. And what were you doing in East LA? Did you have lunch?

22 A. I did eat something.

23 Q. You testified before a break that you were at the
24 supermarket about 4:45, correct?

25 A. Yes.

1 Q. How do you know it was 4:45?

2 A. It's in the picture.

3 Q. It's in the picture?

4 A. Yeah, the information of the picture.

5 Q. Okay. Is that timestamped? Can you look at photographs
6 1 through C, 1A through 1C?

7 **MR. BALLISTER:** We'll stipulate there is no
8 apparent or -- you know, stated timestamp on those exhibits.

9 **THE COURT:** Thank you.

10 BY MR. MURRAY:

11 Q. So, sir, how do you know that it was 4:45 that you were
12 there?

13 A. It's part of the information from the picture that my
14 phone takes.

15 Q. Okay. And that's your cell phone?

16 A. Yes.

17 Q. So, where were you then prior to you entering Indiana
18 Market? You were on Whittier Boulevard. What were you
19 doing?

20 A. I was hanging out, you know, just looking at different
21 stores, and just, you know...

22 Q. What time did you arrive on East LA on that day?

23 A. It must have been about 1:00, 2:00 o'clock.

24 Q. Okay. And so from 2:00 to 2:45, you were in East LA; is
25 that correct?

1 A. From 2:00 to 2:45.

2 Q. 2:00 to 2:45?

3 A. Yes.

4 Q. Is that right? And so, what did you do during that time
5 period in East LA?

6 **MR. BALLISTER:** Asked and answered.

7 **THE COURT:** Sustained.

8 BY MR. MURRAY:

9 Q. Did you go eat anywhere?

10 A. I did eat some fruit.

11 Q. Okay, do you have receipts evidencing --

12 **THE COURT:** It's been asked and answered. He's
13 already said he doesn't have receipts from that day. We're
14 going redundantly over and over the same questions.

15 **MR. MURRAY:** I apologize, Your Honor.

16 **THE COURT:** Okay.

17 BY MR. MURRAY:

18 Q. And you stated that you remember a woman behind the
19 counter?

20 A. I remember seeing a woman there, yes.

21 Q. Okay. And was that based upon your independent
22 recollection or your notes?

23 A. I remember seeing that woman there.

24 Q. Is that based upon you having reviewed your notes in
25 this case, or you just have a good memory and you remember

1 February 19, 2020, Indiana Market?

2 A. Yes. I remember going in there, and I remember there
3 was a woman there. She was Hispanic.

4 Q. Did you talk to her?

5 A. No, I didn't.

6 Q. Did you ask her if you can buy some merchandise?

7 A. No, I didn't.

8 Q. And then after you left the market, what did you do?

9 A. After I left the market, I went to the train station.

10 Q. And then?

11 A. Then I got on the train.

12 Q. Did you buy a train ticket to go home?

13 A. No, I just tap my card.

14 Q. Okay. And then what did you do, when you arrived at
15 Highland Park, did you go anywhere?

16 A. I don't remember.

17 Q. Did you ever ask to get documents from your train pass
18 to show the points of entry on February 19, 2020?

19 A. No, I didn't.

20 Q. Okay. Do you think it would have been helpful in this
21 case had you had a photograph of you inside?

22 **THE COURT:** That's argumentative, Counsel. Next
23 question.

24 **MR. MURRAY:** I have no further questions.

25 **THE COURT:** Okay.

Exhibit D – Complaint, *Garcia v. Nam Hoy Fook Yum Benevolent Society*, No. 3:21-cv-04989 (N.D. Cal. June 29, 2021)

CENTER FOR DISABILITY ACCESS
Amanda Seabock, Esq., SBN 289900
Prathima Price, Esq., SBN 321378
Dennis Price, Esq., SBN 279082
Mail: 8033 Linda Vista Road, Suite 200
San Diego, CA 92111
(858) 375-7385; (888) 422-5191 fax
amandas@potterhandy.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Orlando Garcia,

Plaintiff,

v.

**Nam Hoy Fook Yum Benevolent
Society**, a California Nonprofit
Corporation

Defendants.

Case No.

**Complaint For Damages And
Injunctive Relief For Violations
Of: Americans With Disabilities
Act; Unruh Civil Rights Act**

Plaintiff Orlando Garcia complains of Nam Hoy Fook Yum Benevolent Society, a California Nonprofit Corporation; and alleges as follows:

PARTIES:

1. Plaintiff is a California resident with physical disabilities. Plaintiff suffers from Cerebral Palsy. He has manual dexterity issues. He cannot walk. He uses a wheelchair for mobility.

2. Defendant Nam Hoy Fook Yum Benevolent Society owned the real property located at or about 903 Grant Ave, San Francisco, California, upon which the business "Impressions Orient" operates, in June 2021.

3. Defendant Nam Hoy Fook Yum Benevolent Society owned the real

1 property located at or about 903 Grant Ave, San Francisco, California, upon
2 which the business “Impressions Orient” operates, currently.

3 4. Plaintiff does not know the true names of Defendants, their business
4 capacities, their ownership connection to the property and business, or their
5 relative responsibilities in causing the access violations herein complained of,
6 and alleges a joint venture and common enterprise by all such Defendants.
7 Plaintiff is informed and believes that each of the Defendants herein is
8 responsible in some capacity for the events herein alleged, or is a necessary
9 party for obtaining appropriate relief. Plaintiff will seek leave to amend when
10 the true names, capacities, connections, and responsibilities of the Defendants
11 are ascertained.

12
13 **JURISDICTION & VENUE:**

14 5. The Court has subject matter jurisdiction over the action pursuant to 28
15 U.S.C. § 1331 and § 1343(a)(3) & (a)(4) for violations of the Americans with
16 Disabilities Act of 1990, 42 U.S.C. § 12101, et seq.

17 6. Pursuant to supplemental jurisdiction, an attendant and related cause
18 of action, arising from the same nucleus of operative facts and arising out of
19 the same transactions, is also brought under California’s Unruh Civil Rights
20 Act, which act expressly incorporates the Americans with Disabilities Act.

21 7. Venue is proper in this court pursuant to 28 U.S.C. § 1391(b) and is
22 founded on the fact that the real property which is the subject of this action is
23 located in this district and that Plaintiff's cause of action arose in this district.

24
25 **FACTUAL ALLEGATIONS:**

26 8. Plaintiff went to the Store in June 2021 with the intention to avail
27 himself of its goods or services motivated in part to determine if the
28 defendants comply with the disability access laws. Not only did Plaintiff

1 personally encounter the unlawful barriers in June 2021, but he wanted to
2 return and patronize the business several times but was specifically deterred
3 due to his actual personal knowledge of the barriers gleaned from his
4 encounter with them.

5 9. The Store is a facility open to the public, a place of public
6 accommodation, and a business establishment.

7 10. Unfortunately, on the date of the plaintiff's visit, the defendants failed
8 to provide wheelchair accessible paths of travel in conformance with the ADA
9 Standards as it relates to wheelchair users like the plaintiff.

10 11. The Store provides paths of travel to its customers but fails to provide
11 wheelchair accessible paths of travel.

12 12. A problem that plaintiff encountered was that there were unramped
13 steps at the entrance of the Store.

14 13. Plaintiff believes that there are other features of the paths of travel that
15 likely fail to comply with the ADA Standards and seeks to have fully compliant
16 paths of travel available for wheelchair users.

17 14. On information and belief, the defendants currently fail to provide
18 wheelchair accessible paths of travel.

19 15. These barriers relate to and impact the plaintiff's disability. Plaintiff
20 personally encountered these barriers.

21 16. As a wheelchair user, the plaintiff benefits from and is entitled to use
22 wheelchair accessible facilities. By failing to provide accessible facilities, the
23 defendants denied the plaintiff full and equal access.

24 17. The failure to provide accessible facilities created difficulty and
25 discomfort for the Plaintiff.

26 18. The defendants have failed to maintain in working and useable
27 conditions those features required to provide ready access to persons with
28 disabilities.

1 19. The barriers identified above are easily removed without much
2 difficulty or expense. They are the types of barriers identified by the
3 Department of Justice as presumably readily achievable to remove and, in fact,
4 these barriers are readily achievable to remove. Moreover, there are numerous
5 alternative accommodations that could be made to provide a greater level of
6 access if complete removal were not achievable.

7 20. Plaintiff will return to the Store to avail himself of its goods or services
8 and to determine compliance with the disability access laws once it is
9 represented to him that the Store and its facilities are accessible. Plaintiff is
10 currently deterred from doing so because of his knowledge of the existing
11 barriers and his uncertainty about the existence of yet other barriers on the
12 site. If the barriers are not removed, the plaintiff will face unlawful and
13 discriminatory barriers again.

14 21. Given the obvious and blatant nature of the barriers and violations
15 alleged herein, the plaintiff alleges, on information and belief, that there are
16 other violations and barriers on the site that relate to his disability. Plaintiff will
17 amend the complaint, to provide proper notice regarding the scope of this
18 lawsuit, once he conducts a site inspection. However, please be on notice that
19 the plaintiff seeks to have all barriers related to his disability remedied. See
20 *Doran v. 7-11*, 524 F.3d 1034 (9th Cir. 2008) (holding that once a plaintiff
21 encounters one barrier at a site, he can sue to have all barriers that relate to his
22 disability removed regardless of whether he personally encountered them).

23
24 **I. FIRST CAUSE OF ACTION: VIOLATION OF THE AMERICANS**
25 **WITH DISABILITIES ACT OF 1990** (On behalf of Plaintiff and against all
26 Defendants.) (42 U.S.C. section 12101, et seq.)

27 22. Plaintiff re-pleads and incorporates by reference, as if fully set forth
28 again herein, the allegations contained in all prior paragraphs of this

1 complaint.

2 23. Under the ADA, it is an act of discrimination to fail to ensure that the
3 privileges, advantages, accommodations, facilities, goods and services of any
4 place of public accommodation is offered on a full and equal basis by anyone
5 who owns, leases, or operates a place of public accommodation. See 42 U.S.C.
6 § 12182(a). Discrimination is defined, inter alia, as follows:

- 7 a. A failure to make reasonable modifications in policies, practices,
8 or procedures, when such modifications are necessary to afford
9 goods, services, facilities, privileges, advantages, or
10 accommodations to individuals with disabilities, unless the
11 accommodation would work a fundamental alteration of those
12 services and facilities. 42 U.S.C. § 12182(b)(2)(A)(ii).
- 13 b. A failure to remove architectural barriers where such removal is
14 readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). Barriers are
15 defined by reference to the ADA Standards.
- 16 c. A failure to make alterations in such a manner that, to the
17 maximum extent feasible, the altered portions of the facility are
18 readily accessible to and usable by individuals with disabilities,
19 including individuals who use wheelchairs or to ensure that, to the
20 maximum extent feasible, the path of travel to the altered area and
21 the bathrooms, telephones, and drinking fountains serving the
22 altered area, are readily accessible to and usable by individuals
23 with disabilities. 42 U.S.C. § 12183(a)(2).

24 24. When a business provides paths of travel, it must provide accessible
25 paths of travel.

26 25. Here, accessible paths of travel have not been provided in conformance
27 with the ADA Standards.

28 26. The Safe Harbor provisions of the 2010 Standards are not applicable

1 here because the conditions challenged in this lawsuit do not comply with the
2 1991 Standards.

3 27. A public accommodation must maintain in operable working condition
4 those features of its facilities and equipment that are required to be readily
5 accessible to and usable by persons with disabilities. 28 C.F.R. § 36.211(a).

6 28. Here, the failure to ensure that the accessible facilities were available
7 and ready to be used by the plaintiff is a violation of the law.

8
9 **II. SECOND CAUSE OF ACTION: VIOLATION OF THE UNRUH CIVIL**
10 **RIGHTS ACT** (On behalf of Plaintiff and against all Defendants.) (Cal. Civ.
11 Code § 51-53.)

12 29. Plaintiff repleads and incorporates by reference, as if fully set forth
13 again herein, the allegations contained in all prior paragraphs of this
14 complaint. The Unruh Civil Rights Act (“Unruh Act”) guarantees, inter alia,
15 that persons with disabilities are entitled to full and equal accommodations,
16 advantages, facilities, privileges, or services in all business establishment of
17 every kind whatsoever within the jurisdiction of the State of California. Cal.
18 Civ. Code §51(b).

19 30. The Unruh Act provides that a violation of the ADA is a violation of the
20 Unruh Act. Cal. Civ. Code, § 51(f).

21 31. Defendants’ acts and omissions, as herein alleged, have violated the
22 Unruh Act by, inter alia, denying, or aiding, or inciting the denial of, Plaintiff’s
23 rights to full and equal use of the accommodations, advantages, facilities,
24 privileges, or services offered.

25 32. Because the violation of the Unruh Civil Rights Act resulted in difficulty,
26 discomfort or embarrassment for the plaintiff, the defendants are also each
27 responsible for statutory damages, i.e., a civil penalty. (Civ. Code § 55.56(a)-
28 (c).)

PRAYER:

Wherefore, Plaintiff prays that this Court award damages and provide relief as follows:

1. For injunctive relief, compelling Defendants to comply with the Americans with Disabilities Act and the Unruh Civil Rights Act. Note: the plaintiff is not invoking section 55 of the California Civil Code and is not seeking injunctive relief under the Disabled Persons Act at all.

2. For equitable nominal damages for violation of the ADA. See *Uzuegbunam v. Preczewski*, --- U.S. ---, 2021 WL 850106 (U.S. Mar. 8, 2021) and any other equitable relief the Court sees fit to grant.

3. Damages under the Unruh Civil Rights Act, which provides for actual damages and a statutory minimum of \$4,000 for each offense.

4. Reasonable attorney fees, litigation expenses and costs of suit, pursuant to 42 U.S.C. § 12205; and Cal. Civ. Code §§ 52.

Dated: June 28, 2021

CENTER FOR DISABILITY ACCESS

By: _____



Amanda Seabock, Esq.
Attorney for plaintiff

**Exhibit E – Excerpts of the Deposition of Christopher Langer in
Langer v. Americana Plaza LLC, No. 2:19-cv-08978 (C.D. Cal. Sept.
17, 2020)**

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CERTIFIED COPY

CHRIS LANGER,

Plaintiff,

vs.

AMERICANA PLAZA LLC, a
Delaware limited liability
company; YUKO WATANABE; AULAKH
& MULTANI, INC., a California
corporation; and DOES 1-10,

Defendants.

Case No.:
2:19-cv-08978-MWF-AS

Volume 1
Pages 1 - 131

ZOOM DEPOSITION OF
CHRISTOPHER WILLIAM LANGER
SAN DIEGO, CALIFORNIA
THURSDAY, SEPTEMBER 17, 2020

ATKINSON-BAKER, INC.
(800) 288-3376
www.depo.com

REPORTED BY: CANDACE YOUNT, CSR No. 2737
FILE NO. AE0598B

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHRIS LANGER,)	
)	
Plaintiff,)	
)	Case No.
vs.)	2:19-cv-08978-MWF-AS
)	
AMERICANA PLAZA LLC, a)	
Delaware limited liability)	
company; YUKO WATANABE; AULAKH)	
& MULTANI, INC., a California)	
corporation; and DOES 1-10,)	
)	
Defendants.)	
<hr/>		

Deposition of CHRISTOPHER WILLIAM LANGER, taken on
behalf of Defendant, at San Diego, via Zoom, commencing
at 10:02 a.m., Thursday, September 17, 2020, before
Candace Yount, CSR No. 2737.

A P P E A R A N C E S:

FOR PLAINTIFF:

Potter Handy, LLP
BY: Elliott C. Montgomery, Esq.
8033 Linda Vista Road
Suite 200
San Diego, California 92111
(858) 375-7385
elliottm@potterhandy.com

FOR DEFENDANTS AMERICANA PLAZA LLC, YUKO WATANABE
AND AULAKH & MULTANI, INC.:

Law Office of James S. Link
BY: James S. Link, Esq.
215 N. Marengo Avenue
Third Floor
Pasadena, California 91101
(626) 793-9570
james.s.linkd@att.net

1	I N D E X		
2	WITNESSES		PAGE
3	CHRISTOPHER WILLIAM LANGER		
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1 Thursday, September 17, 2020 10:02 a.m.

2 P-R-O-C-E-E-D-I-N-G-S

3 ---000---

4 THE REPORTER: My name is Candace Yount, a
5 California Certified Shorthand Reporter.

6 This deposition is being held via
7 videoconferencing equipment. The witness and reporter
8 are not in the same room. The witness will be sworn in
9 remotely.

10 Mr. Langer, would you raise your right hand.

11

12 CHRISTOPHER WILLIAM LANGER,
13 having declared under penalty
14 of perjury to tell the truth, was
15 examined and testified as follows:

16

17 EXAMINATION

18 BY MR. LINK:

19 Q. Mr. Langer, please state your full name for the
20 record and spell it, please.

21 A. Christopher William Langer
22 C-H-R-I-S-T-O-P-H-E-R, William W-I-L-L-I-A-M, Langer
23 L-A-N-G-E-R.

24 Q. Thank you.

25 Mr. Langer, just to go over a few ground rules

1 BY MR. LINK:

2 Q. It says I'm sharing the screen.

3 MR. MONTGOMERY: I think, counsel, I believe
4 you're sharing the incorrect window. I'm seeing a file
5 window with a list of documents as opposed to the
6 document itself.

7 MR. LINK: I clicked on the damn document. I
8 don't know why it's not coming up.

9 Let me start it over again.

10 (Pause in proceedings.)

11 MR. LINK: Has to come up now.

12 MR. MONTGOMERY: (Shaking head.) Same as it
13 was before.

14 MR. LINK: Okay. I'll have to come back to
15 that. I don't know why it's not coming up. It's
16 showing in the share screen whatever, dialogue box I
17 guess we'll all it.

18 All right. I'll figure it out later. We'll
19 come back to that.

20 BY MR. LINK:

21 Q. Mr. Langer, do you have a favorite Japanese
22 restaurant that you eat at?

23 A. A favorite?

24 Q. Yup.

25 A. No.

1 Q. Do you have -- Do you eat at Japanese
2 restaurants?

3 A. Yes.

4 Q. What are the names of the Japanese restaurants
5 that you eat at?

6 A. Well, I kind of include Chinese and Japanese in
7 the same category for some reason.

8 I go to the Panda Country, and they deliver
9 here in San Diego a lot.

10 And there's another -- You know what? I've
11 been going to a Japanese restaurant and, you know what,
12 for some reason, I just cannot remember the name of it
13 right here, and near my home also.

14 And I've been going there so long, I don't even
15 know of the name of it.

16 Q. How long have you been going to that
17 restaurant?

18 A. 20 years, at least.

19 Q. Other than the Panda Country, which sounds more
20 Chinese than Japanese --

21 A. Correct.

22 Q. -- and the Japanese restaurant near your home,
23 have you eaten at other Japanese restaurants?

24 A. Yes.

25 Q. What are their names?

1 the name of any other Chinese or Japanese restaurants
2 that you've eaten at?

3 A. Yeah. There's a Japanese restaurant that I go
4 to in . . . It's down here in Pacific Beach a lot.
5 It's called -- There's one on Garnet, Tak -- Tak . . .

6 You know, I can't -- I can't -- I can't bring
7 up the name right now. I apologize.

8 Q. You said it was in Pacific Beach on Garnet; is
9 that correct?

10 A. Yeah.

11 Q. How often have you eaten there?

12 A. It's been a while, since I usually -- I would
13 normally go out on a little, you know, meeting/hang out
14 with a friend of mine. We would go there almost every,
15 you know, time we got together.

16 And now he -- he moved away after -- since a
17 couple of years ago, so I -- You know, it hasn't been a
18 habit of mine. It's a -- What's the name of that place?
19 It's annoying me right now that I can't remember it,
20 but . . .

21 But, you know, we would go there and, like,
22 once every -- I don't know. I'm just guessing. Every
23 couple of months, two, three, four months, we would go
24 down to -- it's going to come to me, but I don't
25 remember right now.

1 Q. When was the last -- I'm sorry. Were you
2 finished?

3 A. Yeah.

4 Q. When was the last time you ate at that
5 restaurant in Pacific --

6 A. It's called Ichiban.

7 Q. Ichiban?

8 A. Yes.

9 The last time I ate there was probably a couple
10 years ago was the last time I went there.

11 Q. How many different Japanese restaurants do you
12 think you've eaten at in the last two years?

13 A. Just -- Maybe just -- I -- I don't know. Do
14 you want me to guess?

15 Q. I want you to give me an estimate if you can.
16 Two, three, four, five?

17 A. Like, two, three, four, something like that.

18 Q. Have you sued any Japanese restaurants?

19 A. Excuse me?

20 Q. Have you brought suit against any Japanese
21 restaurants?

22 MR. MONTGOMERY: Objection: Relevance.

23 But you can answer.

24 THE WITNESS: Not that I can remember right
25 now, no.

1 (Pause in proceedings.)

2 THE WITNESS: Yes, I think I have. I think I
3 sued the Khun Dom on -- on Melrose. I think it's
4 Melrose.

5 BY MR. LINK:

6 Q. Can you spell that for the court reporter best
7 you can, please?

8 A. I'll try. K-H-U-N D-O-M, Khum Dom.

9 Q. Okay. Do you have a favorite Indian restaurant
10 that you eat at?

11 A. Excuse me?

12 Q. Do you have a favorite Indian restaurant that
13 you eat at?

14 A. I don't really have a favorite.

15 Q. How often do you eat at Indian restaurants?

16 A. Not very often.

17 Q. When was the last time you ate at an Indian
18 restaurant?

19 A. It was probably a couple of years ago.

20 Q. Do you remember the name of it?

21 A. Aladdin.

22 Q. Where is the Aladdin located?

23 A. Clairemont Mesa Boulevard in San Diego.

24 (Pause in proceedings.)

25

1 BY MR. LINK:

2 Q. Other than the Aladdin restaurant, have you
3 eaten at other Indian restaurants in the last two years?

4 A. Not that I can remember, no.

5 Q. How many Indian --

6 A. There is one -- Actually, there is one on . . .

7 I don't recall the name of it but it's in --
8 like, in the -- at the -- Within the last two years, I
9 ate at . . .

10 I don't -- I don't recall the name of it,
11 but -- and it's right near downtown San Diego. But I
12 remember eating there. And I just can't tell you the
13 name of the restaurant. It was just a little Kabobs
14 place. Something Kabobs. Bob's Kabobs or something
15 like that. I don't know.

16 Q. When you go to a restaurant like Aladdin's, are
17 you going with somebody or are you eating by yourself?

18 A. A lot of times, I just eat by myself.

19 Q. Have you ever eaten in an Indian restaurant in
20 Los Angeles County?

21 A. Yes, but I couldn't tell you the name or the
22 address or anything like that.

23 Q. How long ago did you eat in an Indian
24 restaurant in San Di -- in Los Angeles County?

25 A. Years ago.

1 Q. When you say years ago, are you talking five
2 years ago?

3 A. Could be.

4 Q. Could it be more than five years ago?

5 A. I don't think so.

6 MR. LINK: Can we take a quick break? I want
7 to see if I can get this sharing.

8 MR. MONTGOMERY: Oh, okay.

9 MR. LINK: For whatever reason, it worked last
10 time but not this time.

11 Are we off the record, then.

12 MR. LINK: Yeah, we're off the record.

13 (Recess taken at 10:55 a.m.)

14 (Proceedings resumed at 10:59 a.m.):

15 MR. LINK: Why don't we go back on the record
16 if we can there. Hopefully this'll work for the next
17 go-around.

18 I'm showing a photograph from the restroom in
19 Yuko Kitchen. Can you see -- I'm going to mark this as
20 Exhibit A.

21 (The document referred to was marked
22 as Exhibit A by the Reporter.)

23 BY MR. LINK:

24 Q. Mr. Langer, can you see the photograph?

25 A. Yeah, I can -- I can see it. Yes.

1 Thursday, September 17, 2020 12:30 p.m.

2 P-R-O-C-E-E-D-I-N-G-S

3 ---000---

4 BY MR. LINK:

5 Q. On July 3, 2019, Mr. Langer, you drove from
6 your home in San Diego to the Americana Plaza located at
7 Wilshire Boulevard and Dunsmuir Avenue in Los Angeles;
8 correct?

9 A. What was the date you said there?

10 Q. July 3, 2019?

11 A. Correct.

12 Q. Was anyone with you on that trip from San Diego
13 to the Americana Plaza?

14 A. No.

15 Q. When you left your home on Galveston Street
16 heading toward Los Angeles County, did you make any --
17 any stops along the way?

18 A. Not that I recall, no.

19 Q. When you started the trip from San Diego to
20 Los Angeles, were you intending to go to the Americana
21 Plaza?

22 A. No.

23 Q. Where were you intending to go?

24 A. To the La Brea Tar Pits.

25 Q. Have you ever been to the La Brea Tar Pits

1 before July 3, 2019?

2 A. Yes. I went there one other time a long time
3 ago.

4 Q. How long ago?

5 A. Jeez. It was maybe eight or 10 years.

6 Q. Was there any special attraction at the Tar
7 Pits that drew you there on July 3, 2019?

8 A. No. Just the stuff that they have. I liked --
9 I did like the, you know, where you could watch the
10 scientists clean -- you know, do the actual stuff. I
11 like that.

12 Q. Were you able to do that on July 3, 2019?

13 A. Yes.

14 Q. When did you arrive at the La Brea Tar Pits?

15 A. I'm not sure of the time. I -- I would -- I'm
16 just guessing or estimating, you know, somewhere an hour
17 before or after, like noon or something like that.

18 Q. So somewhere around 11:00 to 1 o'clock?

19 A. Yes.

20 Q. Had you had lunch already before you arrived at
21 the La Brea Tar Pits?

22 A. Yes.

23 Q. Where did you eat?

24 A. I . . . It's not clear to me if I -- if I had
25 eaten at the Jack-In-The-Box across the --

1 Jack-In-The-Box on Wilshire or at another restaurant.

2 The days are foggy to me so I don't want
3 to . . . I want to -- I want to just be as honest as I
4 can so I'm going to say, I think it was either down at
5 Daniel's or D something restaurant on Wilshire, which is
6 just past Fairfax -- on the other side of Fairfax or --
7 Either that or I'm confusing the days. It was either
8 that or Jack-In-The-Box on -- on -- on -- on Wilshire.

9 Q. Okay. Have you eaten at the Jack-In-The-Box on
10 Wilshire before January -- before July 3, 2019?

11 A. I believe so. I -- Yes.

12 Q. How many times?

13 A. I believe I've been to that Jack-In-The-Box
14 probably in -- maybe three or four times total in my
15 life.

16 Q. You mentioned a restaurant Daniels.

17 How many times have you eaten at Daniels?

18 A. I've been there a couple of times.

19 (Pause in proceedings.)

20 BY MR. LINK:

21 Q. From leaving your home and going to the La Brea
22 Tar Pits, did you stop anywhere in between?

23 A. Yes. I stopped at -- at the -- at the
24 Americana Plaza. And I stopped at -- It's either
25 Daniels or -- I don't know -- I'm not sure if it's

1 Daniel's or Dee's or, it's something D. But, you know,
2 there or Jack-In-The-Box, one of the two.

3 Q. Did you stop at Jack-In-The-Box or -- We'll
4 just call it Daniels for the sake of the deposition?

5 A. Okay.

6 Q. Did you stop at Jack-In-The-Box or Daniels
7 before you stopped at the Americana Plaza?

8 A. No.

9 (Pause in proceedings.)

10 BY MR. LINK:

11 Q. What time did you leave your home on July 3,
12 2019?

13 A. I'm not positive. Somewhere around 9:00 or
14 10 o'clock, something like that.

15 (Pause in proceedings.)

16 BY MR. LINK:

17 Q. How close was the Americana to the La Brea Tar
18 Pits?

19 A. I don't know. It's -- It's maybe -- I'm
20 guessing -- or estimating, let's say. Maybe, like, a
21 block or two.

22 (Pause in proceedings.)

23 THE WITNESS: It could be up to, like, an
24 eighth of a mile or something like that, but in my mind,
25 it's right across the street from the Jack-In-The-Box.

1 BY MR. LINK:

2 Q. Why did you go to the Americana Plaza before
3 you went to the Tar Pits?

4 A. To eat.

5 (Pause in proceedings.)

6 BY MR. LINK:

7 Q. Had you ever seen the Americana Plaza before
8 July 3, 2019?

9 A. Not that I can recall right now. It's
10 possible.

11 Q. Had you ever read anything about Yuko Kitchen
12 prior to July 3, 2019?

13 A. No.

14 Q. Had you ever read anything prior to July 3,
15 2019, about India's Tandoori restaurant at the
16 Americana?

17 A. No.

18 Q. Had you read anything at all about the
19 Americana Plaza in general?

20 A. No.

21 Q. When you traveled from San Diego to the
22 Americana Plaza, did you use any form of GPS to direct
23 you to the Americana Plaza or the La Brea Tar Pits?

24 A. No.

25 Q. Was the van equipped with GPS? And that would

1 be the Dodge van. Was it equipped with any sort of GPS?

2 A. No.

3 (Pause in proceedings.)

4 BY MR. LINK:

5 Q. Do you use a cellphone?

6 A. Yes.

7 Q. Does it have any sort of GPS program on there?

8 A. I don't know.

9 Q. Do you use physical paper maps or Thomas Guides
10 to find your way to various locations like the La Brea
11 Tar Pits?

12 A. No. I know my way there.

13 (Pause in proceedings.)

14 BY MR. LINK:

15 Q. Did you return home immediately after your
16 visit to the La Brea Tar Pits?

17 A. Yes. I was also attempting to go to the
18 Los Angeles Museum of Art, but it turns out they were
19 closed. It was a Wednesday, and they were closed on
20 Wednesdays. I didn't know that when I left.

21 (Pause in proceedings.)

22 BY MR. LINK:

23 Q. Have you ever been to that museum before?

24 A. Excuse me?

25 Q. Have you ever been to that museum before?

1 A. No.

2 Q. Have you ever been to that museum since?

3 A. No.

4 (Pause in proceedings.)

5 BY MR. LINK:

6 Q. Did you have to stop for fuel on the way to the
7 La Brea Tar -- on the way to the La Brea Tar Pits from
8 your home?

9 A. I don't think so.

10 Q. Did you have to stop for fuel on the way back
11 from the La Brea Tar Pits to your home?

12 A. I don't think so.

13 (Pause in proceedings.)

14 BY MR. LINK:

15 Q. Do you have any friends in Los Angeles County?

16 (Pause in proceedings.)

17 THE WITNESS: Uh . . . Yeah, but nobody that I
18 visit, that I can remember right now.

19 BY MR. LINK:

20 Q. Do you have any relatives that live in Los
21 Angeles County that you visit?

22 A. No.

23 Q. Do you have any relatives in Los -- in Los
24 Angeles County, whether you visit them or not?

25 A. Not that I know of. I mean, no, actually, no.

1 Q. On October 17, 2019, did you have any plans to
2 return to the Americana Plaza?

3 A. Say that again.

4 Q. On October 17, 2019, did you have any plans to
5 return to the Americana Plaza?

6 A. I don't . . . I . . . I don't know. I don't
7 know what October 17th means.

8 So if you could maybe just be a little more
9 specific, it might help my memory. But I -- I don't
10 know what that date means.

11 Q. October 17, 2019, is the date you filed the
12 Complaint in this action.

13 So on that date, did you have any plans to
14 return to the Americana Plaza?

15 A. I would like to return there now, as -- as --
16 as -- as soon as they are in compliance.

17 Q. Do you know if they're in compliance or not?

18 A. No.

19 Q. Why would you like to return to the Americana
20 Plaza?

21 A. Well, for one, to see if they are in
22 compliance, and to eat.

23 (Pause in proceedings.)

24 BY MR. LINK:

25 Q. All right. We're going to dive in for another

1 exhibit.

2 A. Sure.

3 Q. Hopefully.

4 (Pause in proceedings.)

5 BY MR. LINK:

6 Q. Do I have an exhibit up?

7 A. No.

8 Q. This is just so doggone weird.

9 (Pause in proceedings.)

10 (Document displayed on screen.)

11 BY MR. LINK:

12 Q. Okay. Now do I have an exhibit up?

13 A. Yes.

14 Q. I do? Okay. Thank you.

15 Sorry. I'm just not timing this right.

16 MR. LINK: I'm going to -- This exhibit I've
17 called Langer Complaints for Visits in July 2019.

18 We'll mark this as exhibit E.

19 (The document referred to was marked
20 as Exhibit E by the Reporter.)

21 BY MR. LINK:

22 Q. Mr. Langer, I will represent to you that I have
23 reviewed the dockets and pulled a number of cases from
24 the Court and found that the following complaints you
25 alleged visits in July 2019.

1 So I wanted to go through this list with you
2 and -- and see if you remember these.

3 So I'd ask you to take a look at this.

4 Can you still see it when I made it a little
5 smaller?

6 A. Yeah.

7 Q. Okay. I'll scroll through it. It's
8 unfortunate that others can't do the scrolling at their
9 own pace, but just -- I'd ask you to take a look at it
10 and see, you know, the names, the places, that sort of
11 thing.

12 (Scrolling down document.)

13 BY MR. LINK:

14 Q. The second column, by the way, is the date that
15 the complaint was filed.

16 There's a fifth column that's blank, which is
17 date -- visit date which I don't have from these
18 complaints -- from reviewing these complaints.

19 Have you seen the entire list at this point?
20 It's 20 cases.

21 A. If you'd scroll all the way down.

22 (Scrolling down document.)

23 THE WITNESS: Yes, yes.

24 BY MR. LINK:

25 Q. Okay. Let me just start at the top, make it

1 easy.

2 The first -- The first case that I found was a
3 business called 7 Star.

4 Do you recall that business?

5 MR. MONTGOMERY: So I'm going to object at this
6 point to relevance; also to proportionality. And I'm
7 going to end, frankly, given the Ninth Circuit's rulings
8 in D'Lil versus Best Western and Civil Rights Education
9 Enforcement Center versus Hospitality Properties Trust,
10 I'm going to object to these.

11 I'm going to allow the witness to ask a couple,
12 but -- to answer a few questions on these. But unless
13 there's some relevance that is discovered during the
14 questioning, I do not intend to allow this witness to
15 answer questions as to all of these businesses.

16 But you can answer that question.

17 THE WITNESS: Can you -- Can you repeat the
18 question?

19 BY MR. LINK:

20 Q. Do you remember the business called 7 Star?

21 A. I believe, yes.

22 Q. Okay. What was that business?

23 MR. MONTGOMERY: Same objection.

24 You can answer.

25 THE WITNESS: That is a marijuana dispensary.

1 BY MR. LINK:

2 Q. Do you remember when you -- the date of the
3 visit of that marijuana dispensary?

4 MR. MONTGOMERY: Same objection.

5 You can answer.

6 THE WITNESS: No.

7 BY MR. LINK:

8 Q. Do you have any estimate for me as to the date
9 of that visit the? First third of the month? The
10 second third of the month? The third third of the
11 month?

12 A. No.

13 (Pause in proceedings.)

14 BY MR. LINK:

15 Q. Have you ever been back to 7 Star?

16 MR. MONTGOMERY: Same objection.

17 You can answer.

18 THE WITNESS: No.

19 BY MR. LINK:

20 Q. Let's go to Number 2. Golbahar Investments
21 LLC, but the business was called Twenty Twenty Wine?
22 Do you remember the business Twenty Twenty
23 Wine?

24 MR. MONTGOMERY: Same objection.

25 You can answer.

1 THE WITNESS: Yes.

2 BY MR. LINK:

3 Q. What is Twenty Twenty Wine?

4 A. It's a . . . I want to say liquor store but
5 it's more of a wine center.

6 Q. Okay. Do you remember the day you were at
7 Twenty Twenty Wine?

8 A. No.

9 Q. Can you give me an estimate whether it was in
10 the, you know, first third of the month, the second
11 third of the month, the third third of the month?

12 A. No.

13 Q. Have you ever been back to Twenty Twenty Wine
14 since July 2019?

15 A. No.

16 Q. The next one on the list, Number 3, is Home
17 Gardens Inc. in Murrieta.

18 Do you remember that comp -- that business?

19 MR. MONTGOMERY: Same objection.

20 You can answer.

21 THE WITNESS: Yes.

22 BY MR. LINK:

23 Q. What was -- What is Home Gardens Inc.?

24 A. It's outdoor stuff for your home.

25 Q. Nursery, plant stuff, that sort of thing?

1 A. Yeah.

2 Q. Okay.

3 A. And sculptures.

4 Q. Okay. Do you recall what day in July 2019 you
5 were at Home Gardens Inc.?

6 A. No.

7 Q. Can you give me an estimate as to the time of
8 the month -- month of July 2019 you might have been
9 there?

10 A. No.

11 Q. Have you ever been back to Home Gardens Inc.?

12 A. No.

13 Q. Number 4 is 5 Star Marijuana in Chula Vista.

14 Do you remember 5 Star Marijuana in Chula
15 Vista?

16 MR. MONTGOMERY: So I'm going to object again,
17 and this time, given the previous answers and the lack
18 of relevance, I'm going to instruct the witness not to
19 answer.

20 And just to be clear, I'm objecting on
21 relevancy: That it's not the portion pertaining to the
22 case; and this has become overly burdensome and,
23 frankly; harassing; that these questions are an attempt
24 to relitigate Plaintiff's other ADA cases in spite of
25 the fact these other cases are not relevant or even

1 necessarily admissible given the Ninth Circuit rulings
2 in D'Lil versus Best Western and Civil Rights Education
3 Enforcement Center versus Hospitality Properties Trust.

4 And given that, the only validity of these
5 questions appears to be to track the free movement of my
6 client for no litigation purpose, which would also be in
7 violation of the California Constitution right to
8 privacy?

9 It's on those bases I will object and instruct
10 my witness not -- instruct my client not to answer.

11 MR. LINK: Elliott, you're wrong. Because what
12 if I find that he's in Chula Vista when he's supposed to
13 be in L.A.?

14 Now, he hasn't answered any dates, but I'm
15 certainly entitled to find that out.

16 And you're also wrong because I'm entitled to
17 find out if he goes back to businesses he sues. That's
18 a matter of Constitutional standing. That's where these
19 questions are going.

20 And the fact of the matter is, if you look at
21 the Whitaker vs. L -- I believe it's LSB's, and Whitaker
22 vs. PQ America, and, in fact, Langer vs. -- oh, I'm not
23 going to remember the name of the case. I'll look it up
24 real fast.

25 All -- Those three court decisions have

1 basically said that I'm entitled to a -- or -- or it is
2 relevant to explore the other litigation to determine
3 the credibility of whether or not the Plaintiff would
4 return in any specific -- to any specific property.

5 So all of this has to do with Constitutional
6 standing. Instruction not to answer, I -- I -- I
7 strongly suggest not, because that one we will have to
8 deal with, and that one's one where you can't win that.

9 The case is -- The other -- The other case that
10 I was trying to remember the other name was Langer vs.
11 H&R LLC.

12 And I want to make sure this is right. Yeah,
13 that's the right one.

14 These are all your cases, Elliott, and when I
15 say "your cases," your firm's cases. And every one of
16 those cases deals with the other litigation as being
17 relevant to the standing to sue in that particular case.

18 And, as a matter of fact, Judge Fisher in the
19 two Whitaker cases said that the will never said it's
20 not usable. It says it's only cautioned, that you use
21 it with caution.

22 And she's right. They never said it's
23 inadmissible.

24 So I urge -- I urge you to allow me to ask the
25 same questions I've been asking. I've not gone into did

1 he buy anything? I've not gone into, you know, what the
2 issues were in the case. I've done none of that, just
3 to limit this to, A, figure out if he's somewhere where
4 he says he -- where he says he's in L.A. but he's
5 actually somewhere else, and as well as the standing
6 issues.

7 MR. MONTGOMERY: Counsel, unfortunately, we
8 disagree. And I understand that, in those other cases,
9 those other judges may -- at the District level may have
10 interpreted the Ninth Circuit cases differently than I
11 have.

12 But I stand by my objection and will instruct
13 the witness not to answer these questions on those
14 grounds.

15 If -- However, if you want to ask around them
16 and it becomes relevant what some of these other cases
17 would be, I'm happy to instruct the witness to answer if
18 I do see some relevance and if it becomes proportional
19 but right now it's not.

20 MR. LINK: Well, Elliott, you know, we're going
21 to have to -- We'll have to deal with this
22 post-deposition, then, because if you can't see the
23 relevance of standing to sue, I'm lost.

24 Because this is directly relevant to standing
25 to sue. It's directly relevant. And I know he says he

1 doesn't remember but it's directly relevant to where the
2 Hell he was at any particular location at any particular
3 time.

4 MR. MONTGOMERY: Right. So, I understand your
5 position. I disagree.

6 And, frankly, just inquiring on the basis of no
7 fact other than you're curious about where he was on any
8 given day in July is not even close to meeting the
9 proportionality requirements to ask him about each and
10 every single one of the cases up on there.

11 So if that's the only basis to relevance, I'm
12 going to stand on the objection.

13 MR. LINK: No, no, no, no. That's not the only
14 basis for relevance.

15 Where he was -- Where he was -- And maybe
16 curious is the bad word. I'm only -- I suppose at this
17 point, I'm only curious because he doesn't seem to
18 remember his movements, period.

19 But the fact of the matter is, I've had cases
20 where I've proven a plaintiff said he was in one case in
21 one location and turned out to be in another.

22 So I have a right to ask those questions.

23 But this is relevant on standing. This is
24 clearly relevant on standing, and I'm not going to
25 say -- and I'm not going to admit that it's -- that --

1 that the only relevance is where he may have been on a
2 particular day in July 2019.

3 MR. MONTGOMERY: Do you have any evidence or
4 proffer of evidence that you can show me that might
5 make -- because you're going to have to show the Court
6 eventually ways, to make relevant the fact that
7 Mr. Langer might not have been where he says he was on
8 the day that he made a visit to the property at issue in
9 this case?

10 MR. LINK: Well, Hell no, because he's not
11 telling me where he was. He's not -- He's not going
12 to -- He's not going to tell me. He's not going to
13 remember any single one of them; okay? He's not going
14 to remember any one of them. So I have no idea. I have
15 no idea when he claims to be at other properties or not.

16 But the fact of the matter is, it's still very
17 relevant on standing.

18 MR. MONTGOMERY: We also disagree on standing.
19 And I think I've explained my position on that based on
20 D'Lil and the CREEC case, CREEC being an acronym for
21 Civil Rights Education and Enforcement Center.

22 Just to make sure regarding the location, I
23 believe you have asked my client where he -- where he
24 went that day. I don't think you've talked about all of
25 the day, just where he went when he left his home and

1 when he came back.

2 If you want to ask other questions and -- or
3 you want to ask generally, did you go to any of these
4 other places on the same day, I'd be open to that.

5 But just assuming that my client's previous
6 testimony is a lie and wanting to go through these other
7 cases just to impeach him off of what he's just told you
8 I don't think is relevant and I think It's both not
9 proportion and harassing.

10 MR. LINK: Well, if I actually happen to have
11 the dates -- and I don't, Elliott -- I could seek
12 impeachment testimony all I want. That's relevant;
13 okay?

14 So what -- what you're arguing is, you don't
15 want me to establish facts that are necessary for me to
16 prove a lack of standing to sue. That's -- That's where
17 you -- That's what you're doing in this deposition.
18 You're cutting that off.

19 MR. MONTGOMERY: I disagree.

20 MR. LINK: Okay. Well, we'll move forward.
21 But the deposition -- He's going to have to be deposed
22 again.

23 MR. MONTGOMERY: Well, let me explain -- Let me
24 repeat: If there's something that comes up that makes
25 that relevant, and both parties are required to make the

1 proportionality determination during the discovery
2 process so it's not just me, it's not just you.

3 If something comes up that makes it relevant
4 and proportional and the other issues that I raised
5 aren't at issue anymore, I'll be happy to let the
6 witness answer but right now there's no foundation being
7 laid and I'll stand by my objections.

8 BY MR. LINK:

9 Q. Mr. Whitaker (sic), you have sued roughly 1600
10 businesses in your lifetime; correct?

11 A. I don't know the number.

12 Q. How many -- How many do you believe that is?

13 A. I don't know. I don't have a --

14 Q. Is it more than a thousand?

15 A. I -- It may be, but I don't know.

16 Q. In -- How many businesses have you returned to
17 in all of your time suing businesses under the ADA? How
18 many businesses have you returned to that you've sued?

19 A. I don't have a number. I've been -- I've been
20 to some of them.

21 Q. To some of them.

22 Does "some" mean five?

23 A. I -- I couldn't give you a number. I don't
24 know.

25 Q. You have no idea how many businesses you've

1 returned to; is that correct?

2 A. Not offhand. I -- I know that I -- I know I've
3 been to some.

4 Q. Okay. How -- How many is some?"

5 A. I don't know.

6 Q. What business -- Give me the names of the
7 businesses you've returned to.

8 (Pause in proceedings.)

9 THE WITNESS: I know that I've -- I've returned
10 to the antique mall in Long Beach.

11 (Pause in proceedings.)

12 BY MR. LINK:

13 Q. Other than the antique mall in Long Beach, have
14 you returned to any other business?

15 A. I've been to the Rainbow Bar & Grill.

16 Q. When did you sue the Rainbow Bar & Grill?

17 A. I don't know.

18 Q. When you returned to the Rainbow Bar & Grill,
19 was it accessible?

20 A. That was -- That was a bathroom case, and I did
21 not have occasion to use the restroom on that visit, so
22 I -- I honestly have to say that I did not inspect the
23 bathroom when I went -- when I went back.

24 Q. Okay. You've told us about going back to the
25 antique mall and the Rainbow Bar & Grill.

1 Any other -- Any other location that you've
2 gone back to that you have sued?

3 A. I've been to Islands in Venice. It's a
4 restaurant.

5 Q. Was the Islands in Venice accessible when you
6 went back?

7 A. Yes.

8 Q. When was -- When did you return to the Islands
9 in Venice?

10 A. I don't remember.

11 Q. Okay. Now we have antique mall, Rainbow Bar &
12 Grill, Islands in Venice.

13 Any other businesses you've returned to?

14 A. I went to the McDonald's on Whittier Boulevard.

15 Q. When did you go -- When did you return to the
16 McDonald's on Whittier Boulevard?

17 A. I don't recall.

18 Q. Was it a -- Was it accessible when you
19 returned?

20 A. Yes.

21 Q. What were the issues that you sued about?

22 A. That was a parking issue.

23 Q. Okay. Antique mall, Rainbow Bar, Islands,
24 McDonald's on Whittier.

25 Any other business you've returned to? That

1 you sued?

2 A. I think it's -- I think it might be a Center
3 City -- Center City Parking downtown Los Angeles. I
4 believe that's at -- It's on Hill Street at -- at Third.
5 Third.

6 Q. When did you go back --

7 A. It might be between Third and -- Anyways,
8 Third -- Go ahead.

9 Q. When did you go back to Center City Parking in
10 Los Angeles?

11 A. I don't remember. I don't recall.

12 Q. Was it accessible when you returned?

13 A. Yes.

14 Q. Do you remember the purpose for the trip to
15 Center City Parking in Los Angeles?

16 A. No.

17 Q. Do you remember the purpose for the trip to
18 Whitaker when you stopped at the McDonald's?

19 MR. MONTGOMERY: Objection. I'm sorry. I
20 believe -- I'm not sure you were calling my client
21 Whitaker or if you referencing something else.

22 MR. LINK: I thought -- I thought I said
23 "Whittier." Did I say "Whittier"?

24 THE REPORTER: No.

25

1 BY MR. LINK:

2 Q. All right. Let me -- Let me repeat the
3 question. My apology.

4 What was the purpose of the trip to Whittier
5 when you went to the McDonald's?

6 A. I don't recall.

7 Q. All right. We have antique mall, Rainbow Bar &
8 Grill, Islands, McDonald's, Center City Parking.

9 Any other businesses you returned to that --
10 that you had sued?

11 (Pause in proceedings.)

12 THE WITNESS: Denny's.

13 BY MR. LINK:

14 Q. Where?

15 A. In Los Angeles on Vermont.

16 Q. Okay.

17 A. Right at the 101.

18 Q. Okay. When did you return to the Denny's on
19 Vermont?

20 A. I don't recall.

21 Q. Was it accessible when you returned?

22 A. No.

23 Q. What was the purpose of the trip when you
24 stopped at the Denny's in -- on Vermont?

25 A. I don't recall.

1 Q. Okay. Antique mall, Rainbow Bar & Grill,
2 Islands, McDonalds, Center City (sic) Parking, Denny's
3 on Vermont.

4 Any other businesses that you've returned to
5 that you sued?

6 A. Not that I can recall right now.

7 Q. Well, maybe we can . . . refresh recollection.
8 I don't know.

9 I'm going to venture into another exhibit, if
10 possible.

11 A. Okay.

12 (Pause in proceedings.)

13 MR. LINK: I'm going to start sending --
14 Elliott, if we do this again, I'm going to do the
15 exhibits in advance.

16 MR. MONTGOMERY: (Laughing.)

17 MR. LINK: This is not going quite as smoothly
18 as I had hoped.

19 MR. MONTGOMERY: I appreciate that. That would
20 work.

21 MR. LINK: I mean, this has just become too
22 choppy and too problematic.

23 MR. MONTGOMERY: Is it possible -- We don't
24 need to go off the record.

25 But can we take just a quick break so I can

1 grab get some water real quick?

2 MR. LINK: Sure. Go ahead while I try to cue
3 this stupid thing up.

4 MR. MONTGOMERY: Okay. And we're still --
5 still on the record. Just -- I'll be right back.

6 MR. LINK: Fine.

7 (Pause in proceedings.)

8 (Document displayed on screen.)

9 BY MR. LINK:

10 Q. I hope you guys are seeing an exhibit.

11 A. Yeah. Looks like a list.

12 Q. Good.

13 MR. LINK: I'm going to mark this as Exhibit F.

14 (The document referred to was marked
15 as Exhibit F by the Reporter.)

16 BY MR. LINK:

17 Q. This is a case list that was produced in
18 discovery by your counsel, Mr. Langer. I will tell you
19 that I have modified this case list by putting in the
20 column to the very far left which provides numbers for
21 the case -- the case listings. And if I didn't say so,
22 I'll mark this as exhibit F.

23 Are you -- Mr. -- The print's very small,
24 Mr. Langer. That's the way it came to me. Are you able
25 to see this?

1 A. Yeah, I can -- I can kind of see that.

2 Q. Okay.

3 A. I mean, yeah, if I -- if I look real close.

4 Q. Okay. I would ask that you look at this list.
5 It's alphabetical. At least, it looks like it's mostly
6 alphabetical.

7 And tell me if anything on this list refreshes
8 recollection of businesses that you've returned to after
9 you sued them.

10 MR. MONTGOMERY: So, before -- I'm going to
11 object and partially because I haven't been able to see
12 this entire exhibit. Could you please just briefly
13 scroll all the way down so I can see what it is.

14 MR. LINK: Oh, sure. I was -- I was just
15 trying to do it slowly so Mr. Langer could take a look
16 at the list.

17 Again, Elliott, this was produced by your
18 office, probably not you, I don't -- It might have been
19 Lucy. I'm not sure.

20 And, like I --

21 MR. MONTGOMERY: I don't -- Sorry. Go ahead.

22 MR. LINK: I was just going to say like I say,
23 it looks like it's for the most part alphabetical.

24 And, admittedly, I've added the far left column
25 just to give -- give some numbers to the list. I can

1 probably dig out the list and replace the exhibit if you
2 have an objection to the numbers on the left.

3 MR. MONTGOMERY: I do if only because it
4 doesn't appear they're lined up with the cases.

5 And I'll try and find the copy that was
6 produced by my office to make sure it's the same. I
7 don't doubt your representation that all you did was
8 the -- add the numbers to the side but, because it
9 doesn't appear -- Like, you can see where that number --
10 between Number 299 and 300, it looks like there's
11 actually a case that's been skipped, so . . .

12 MR. LINK: There could have been. I basically
13 used the numbers based on the lines or, if you will, the
14 table cells from -- from your list.

15 MR. MONTGOMERY: Okay. I -- I don't have any
16 objections to this being used to refresh the
17 recollection of my client.

18 I would have an objection -- I probably have
19 several objections if we intend to go through what looks
20 like over -- at least over 300 cases and ask about each
21 of them.

22 So, you know, I'm okay with this so far, and
23 I'm a little concerned that this is going to become
24 overly burdensome and harassing but right now I have no
25 objection.

1 MR. LINK: Okay.

2 BY MR. LINK:

3 Q. Mr. Langer, I'm going to go -- I might as well
4 scroll backwards, or up, or whatever, at this point.

5 I ask you just to take a look at this page to
6 see if anything on this page refreshes recollection that
7 you've returned to a business or businesses that you
8 sued.

9 A. I'm looking at this page.

10 Go ahead. If you could just hit the page
11 button, that would be great.

12 Q. Hold on. You know what? I can't because --
13 Wait a minute.

14 A. I think if you --

15 Q. Yeah, yeah. No. The little share box got in
16 the way.

17 MR. LINK: But it's -- The problem is, it's a
18 little bit bigger than a screenful, I think. It's a lot
19 bigger than a screenful.

20 Okay. So let me go -- Let's -- Let's take --
21 Let's take the numbers and, Elliott, you're probably
22 accurate.

23 Let's take 242 to 278, and there may be some
24 skipped cases in here, but let's just take the numbers
25 242 to 278 and see if you can tell me if this refreshes

1 your recollection on businesses that you may have
2 returned to.

3 A. All right. Let me just look at this.

4 Q. Yeah, please. Take your time.

5 A. (Examining document.) No.

6 Q. Okay. We'll go to -- Ask you to look at 210 to
7 241. Same question: Refresh your recollection on
8 businesses you may have returned to.

9 A. (Examining document.) No.

10 Q. Okay. I'm sorry, I think I said 210.

11 There's a 209 there. Did you look at 209 also?

12 A. Yes.

13 Q. Okay. And the answer's still no?

14 A. That's correct.

15 Q. Okay. Let's do -- Oh, let's do 175 to 208, see
16 if there's any businesses there that you recognize that
17 you may have returned to after having sued them.

18 A. (Examining document.) No.

19 Q. 136 to 174, same question: Refresh your
20 recollection on businesses you may have returned to?

21 A. (Examining document.) No.

22 Q. Let's do . . . I guess we can just do 98 to
23 135, same question: Refresh your recollection as to
24 businesses you may have returned to that you sued?

25 A. (Examining document.) No.

1 Excuse me one moment.

2 MR. LINK: Not a problem.

3 THE WITNESS: (Answering door.)

4 Thank you.

5 MR. LINK: No problem.

6 BY MR. LINK:

7 Q. 68 to 97. See any businesses in here that you
8 may have returned to?

9 A. (Examining document.)

10 MR. MONTGOMERY: Objection. So I'm going to
11 object to that question. It's a different form than the
12 others and --

13 MR. LINK: I'll re -- I'll -- Elliott, I'll
14 withdraw it and reask it.

15 MR. MONTGOMERY: Okay.

16 BY MR. LINK:

17 Q. From 68 to 97, I'd ask you to review it to see
18 if it refreshes your recollection as to any business
19 that you may have returned to that you have sued.

20 A. I see a couple of Denny's there, so I've --
21 I've already mentioned those.

22 Q. Okay. Okay. Let's do 26 -- I guess just do 26
23 to 67.

24 Does this list refresh your recollection as to
25 any business you may have sued -- or, excuse me -- any

1 business you may have returned to that you have sued?

2 A. No.

3 Q. 1 to 25. Again, same question: Does this --
4 Does -- Do the cases 1 to 25 refresh your recollection
5 as to any business that you may have returned to after
6 you sued them?

7 A. (Examining document.) No.

8 Q. If I didn't say so before, I'll represent that
9 the list that was produced was for cases that were filed
10 by you, Mr. Langer, in 2018 and 2019.

11 Now, I have a list of -- I have it listed as
12 310 cases. Your counsel, Mr. Elliott (sic), may be
13 correct. That number may actually be -- be wrong; it
14 may be more than that.

15 Do you have any knowledge that you filed more
16 than 310 cases in 2018 and 2019?

17 A. No.

18 Q. Do you have any idea how many cases were
19 actually filed on your behalf in 2018 and 2019?

20 A. No.

21 Q. I note that there's a case listed of Raphael
22 Arroyo versus somebody by the name of Brimer.

23 Have -- Were you a co-plaintiff with Raphael
24 Arroyo in any case?

25 MR. MONTGOMERY: Objection: Relevance.

1 I'm going to let the witness answer but I'm not
2 going to allow any further questions if we start getting
3 into individual cases or anything like that.

4 You can go ahead and answer.

5 THE WITNESS: I don't re -- I don't recall.

6 (Pause in proceedings.)

7 BY MR. LINK:

8 Q. Not to make anybody seasick but I'm scrolling
9 all the way down to the bottom.

10 Very last case is Langer/Whitaker versus
11 Sueyoshi.

12 MR. LINK: Madam Court Reporter,
13 S-U-E-Y-O-S-H-I. I guess you're seeing this as well;
14 aren't you? Sorry. Probably didn't need to spell that.

15 BY MR. LINK:

16 Q. Do you remember teaming up with Mr. Whitaker in
17 filing a lawsuit against Sueyoshi?

18 A. No.

19 (Pause in proceedings.)

20 BY MR. LINK:

21 Q. I will represent to you, and I can show you the
22 case, the Complaint if necessary, that involved a
23 Fatburger at 7450 Santa Monica Boulevard, West
24 Hollywood, in which it's alleged that you, Mr. Langer,
25 were at the restaurant in January 2019 and Mr. Whitaker

1 was at the restaurant in October 2019.

2 Did you coordinate your visits between the two
3 of you, Mr. Langer and Mr. Whitaker?

4 MR. MONTGOMERY: Objection: Relevance,
5 proportionality.

6 And at this time, I'm going to instruct the
7 witness not to answer for the same reasons that we
8 discussed before.

9 And I can go over them again. But it's the
10 same objection as to the previous time I instructed him
11 not to answer.

12 MR. LINK: Okay. Stop sharing. We're going to
13 come up with another exhibit here.

14 (Pause in proceedings.)

15 MR. LINK: Hopefully I do this correctly.

16 (Document displayed on screen.)

17 BY MR. LINK:

18 Q. Now, if I did this correctly, Mr. Langer and
19 Mr. Elliott (sic), you should be seeing on screen a
20 photograph of the back of a . . . I don't know. Is
21 that a Scion or a Toyota vehicle?

22 Do you see that?

23 A. Yes.

24 MR. MONTGOMERY: I do.

25 And, Mr. Link, I apologize. My last name

Exhibit F – Excerpts of the Deposition of Orlando Garcia in *Garcia v. 1971 Fateh, LLC*, No. 2:20-cv-07661 (C.D. Cal. Dec. 15, 2020)

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ORLANDO GARCIA,)
)
Plaintiff,)
)
VS.) NO. 2:20-CV-07661-
) SVW-JPR
1971 FATEH, LLC, A CALIFORNIA)
LIMITED LIABILITY COMPANY;)
FLAVOR OF INDIA ENTERPRISES,)
INC., A CALIFORNIA CORPORATION;)
and DOES 1 - 10,)
)
Defendants.)
_____)

VIDEOCONFERENCE DEPOSITION OF

ORLANDO GARCIA

LOS ANGELES, CALIFORNIA

TUESDAY, DECEMBER 15, 2020

ATKINSON-BAKER, INC.
(800) 288-3376
www.depo.com

REPORTED BY: LAURI PULLMAN, CSR. NO. 8985

FILE NO. AE07FB6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ORLANDO GARCIA,)
)
Plaintiff,)
)
VS.) NO. 2:20-CV-07661-
) SVW-JPR
1971 FATEH, LLC, A CALIFORNIA)
LIMITED LIABILITY COMPANY;)
FLAVOR OF INDIA ENTERPRISES,)
INC., A CALIFORNIA CORPORATION;)
and DOES 1 - 10,)
)
Defendants.)
_____)

Videoconference Deposition of ORLANDO GARCIA, taken
on behalf of the Defendants, at Los Angeles, California,
on Tuesday, December 15, 2020, at 10:03 a.m. before
LAURI PULLMAN, Certified Shorthand Reporter No. 8985.

1 APPEARANCES OF COUNSEL:

2

3 FOR THE PLAINTIFF:

4 CENTER FOR DISABILITY ACCESS
5 BY: ELLIOTT MONTGOMERY, ESQ.
6 8033 Linda Vista Road
Suite 200
7 San Diego, California 92111
858.375.7385

7

8 FOR THE DEFENDANTS:

8

9 JAMES S. LINK, COUNSELLOR AND ADVOCATE AT LAW
10 BY: JAMES S. LINK, ESQ.
215 North Marengo Avenue
11 Third Floor
Pasadena, California 91101
626.793.9570

12

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25

1 ORLANDO GARCIA,
2 having been first duly sworn, was
3 examined and testified as follows:
4

5 DEPOSITION OFFICER: Do you solemnly swear that
6 the testimony that you are about to give in this matter
7 shall be the truth, the whole truth, and nothing but the
8 truth, so help you God?

9 THE WITNESS: I do.
10

11 EXAMINATION

12 BY MR. LINK:

13 Q. Mr. Garcia, my name is James Link. I am the
14 attorney for 1971 Fateh and Flavor of India, the
15 defendants in this case. Once again, good morning.

16 A. Good morning, sir.

17 Q. Can you please state and spell your full name
18 for the record.

19 A. Orlando Garcia, O-r-l-a-n-d-o G-a-r-c-i-a.

20 Q. Thank you. Mr. Garcia, have you ever had your
21 deposition taken before?

22 A. No, sir.

23 Q. Um, at the risk of maybe repeating what your
24 counsel told you about depositions, I just want to go
25 over a couple of ground rules. The most important one,

1 The response is, "Plaintiff does not have any
2 document in response to this request in his" -- excuse
3 me -- "in his control, custody or possession."

4 Mr. Garcia, why is it that you have no receipts
5 of any kind or statements regarding the purchase of
6 Indian food in the last 12 months?

7 A. I haven't eaten any Indian food in the last
8 12 months.

9 Q. When is the last time you ate Indian food?

10 A. I don't know. I don't remember ever eating
11 Indian food.

12 Q. Did you have any intention of eating Indian
13 food at my client's restaurant, Flavor of India?

14 A. Yes.

15 Q. Why was that if you don't eat Indian food?

16 A. I was hungry and it was getting late and I
17 needed to eat, and I saw the restaurant and it sounded,
18 you know, like, good. It sounded good to me. The
19 Flavor of India. You know, I wanted to try it. I never
20 tried it.

21 Q. Since you visited my client's restaurant,
22 Flavor of India, have you eaten Indian food?

23 A. No.

24 Q. Do you remember suing a restaurant called
25 Bhanu's, and I'll spell that, B-h-a-n-u apostrophe s,

1 Q. Now, you said that sometime in the 1990s was
2 the last time you owned a vehicle other than the vehicle
3 that you got from your mother.

4 Did you own a vehicle between the years 1990
5 and 1993?

6 A. I think so, yes.

7 Q. Did you own a vehicle between the years 1993
8 and 1996?

9 A. I think I might have, yes.

10 Q. Did you own a vehicle between 1997 and 1999?

11 A. I might have, yes.

12 Q. Did you own a vehicle in the year 2000?

13 A. No, not that I remember.

14 Q. From the year 2000 to approximately May of
15 2020, was your mode of transportation to go places
16 public transit?

17 A. Yes.

18 Q. Did you have anyone regularly drive you to
19 places from 2000 to roughly May 2020?

20 A. Just Access Services.

21 Q. How often did you use Access Services?

22 A. Pretty regularly, but once I -- once I started
23 using the train, I preferred using the train. I really
24 don't -- I mean, Access is a wonderful service, but, you
25 know, I don't really like being tied down.

1 Q. I understand. Access Services, you have to
2 call them and wait for them, correct?

3 A. Yes, and they also have a system called shared
4 rides, and they take me to go pick up other people and
5 drop them off, and you're tied down. And, you know,
6 when you're in a wheelchair you struggle with pressure
7 sores, so being tied down for an hour or two is not --
8 it didn't feel good.

9 Q. Okay. Understood. When was the last time --
10 when was the last time you used Access Services?

11 A. I am not sure, because I hardly use them.

12 Q. Was it more than one year ago?

13 A. No. No, I used them within a year.

14 Q. How many times in 2020 did you use Access
15 Services?

16 MR. MONTGOMERY: Objection. Relevance, but you
17 can answer.

18 THE WITNESS: It might be around five to ten
19 times.

20 BY MR. LINK:

21 Q. Mr. Garcia, hopefully I have up on screen the
22 driver's license you produced to us.

23 Do you see that?

24 A. Yes.

25 Q. We will mark the driver's license as Exhibit 3.

1 (The document referred to was marked by the
2 reporter as Defendants' Exhibit No. 3 for Identification
3 and is attached hereto.)

4 BY MR. LINK:

5 Q. Is the address on the driver's license correct?

6 A. Yes.

7 Q. How long have you lived at that address at
8 Fayette Street in Los Angeles?

9 A. I think since maybe a little after 2013 -- no,
10 right before 2013, about 2012, maybe.

11 Q. Approximately seven to eight years you've lived
12 at that address, correct?

13 A. Yes.

14 Q. Have you ever lived in Allentown Pennsylvania?

15 A. No.

16 Q. Prior to living at the Fayette Street address,
17 where did you live?

18 A. In Glendale.

19 Q. How long did you live in Glendale?

20 A. Um, maybe about ten years.

21 Q. On January 31, 2020, you visited the outside of
22 Flavor of India, correct?

23 A. Yes.

24 Q. Is there a reason why you waited until
25 August 22, 2020, to file the lawsuit?

1 A. I don't think I did file at that time.

2 Q. When do you think you filed it?

3 A. Sometime in January. I mean, if it was the
4 31st of January when I visited, it must have been
5 February, the beginning of February maybe.

6 Q. On screen you should see the complaint filed in
7 this case.

8 Do you see that?

9 A. Yes.

10 Q. We will mark the complaint filed in this case,
11 Orlando Garcia v. 1971 -- at the top -- F-a-t-e-h
12 Limited Liability Company, as Exhibit 4.

13 (The document referred to was marked by the
14 reporter as Defendants' Exhibit No. 4 for Identification
15 and is attached hereto.)

16 BY MR. LINK:

17 Q. At the very top of the page, Mr. Garcia, you'll
18 see that the complaint was filed on August 22, 2020.

19 Do you see that?

20 A. Yes.

21 Q. Do you have any reason or understanding why the
22 complaint was not filed until August 22, 2020?

23 A. No.

24 Q. What time of day was it when you visited Flavor
25 of India on January 31, 2020?

1 A. I am guessing it would have to be somewhere
2 after 8:00 o'clock p.m.

3 Q. Now, you said "guess." Is after 8:00 p.m. a
4 reasonable estimate of the time you visited my client's
5 property?

6 A. Yes.

7 Q. Did you go inside the restaurant?

8 A. No.

9 Q. Is there a reason why you didn't go inside the
10 restaurant?

11 A. Well, I looked at the tables and I saw that I
12 wasn't going to be able to eat on one of them, and I saw
13 the door and it just looked pretty heavy to me. And I
14 didn't want to go in there just to hear we are sorry,
15 but there is no tables outside, and I got frustrated and
16 I left.

17 Q. What was the temperature on January 31, 2020,
18 at the time you visited my client's property?

19 A. It was starting to get cold. It was starting
20 to drop. I was dressed warm.

21 Q. Did you see a menu posted outside of Flavor of
22 India when you visited the outside on January 31, 2020?

23 A. Not that I can remember.

24 Q. Did you make any inquiry about the food served
25 at Flavor of India at any time?

1 A. No. I checked the tables first. When I saw
2 the barrier that was there, I didn't bother to do that.

3 Q. Why did you take the photos that have been
4 produced to us of the outside of the Flavor of India?

5 A. Because there was a barrier and that's what I
6 do. If I see a barrier, I take a picture of it.

7 Q. Did you have any knowledge if there were
8 accessible tables on the inside of Flavor of India?

9 A. No.

10 Q. Have you ever asked if there were accessible
11 tables on the inside of Flavor of India?

12 A. No. I -- I didn't even think I could eat
13 inside.

14 Q. Did you see any sign outside Flavor of India
15 that said the waitstaff would come and take your order
16 outside?

17 A. No, I didn't.

18 Q. Why did you want to eat outside on a chilly
19 January 31, 2020, night instead of eating inside?

20 MR. MONTGOMERY: Objection. Argumentative, but
21 you can answer.

22 THE WITNESS: I prefer eating outside, sir, and
23 I am -- the cold air doesn't bother me. I prefer cold
24 air, natural air, you know. I don't like being inside.

25 ///

1 BY MR. LINK:

2 Q. Did you try to open the door to the Flavor of
3 India restaurant on January 31, 2020?

4 A. No, I didn't. I -- that takes a lot of energy.

5 Q. How did you know it would take a lot of energy?

6 A. Because I've gone through it over and over at
7 other places.

8 Q. But you had no idea how heavy the door would be
9 at Flavor of India, correct?

10 A. Um, no, I didn't. Once I saw the barrier, I
11 knew that there was no tables out there.

12 Q. How did you intend to order your food from
13 Flavor of India?

14 A. If there would have been a table, then I would
15 have put the energy into trying to open the door and
16 drive myself in there on my power chair, which it's
17 difficult swinging a door open and using the joystick at
18 the same time.

19 Q. Explain to me how you would open a door where
20 the handle is on the right side of the door.

21 A. I would have to -- there would have to be
22 clearance on the right side of that door, and I would
23 need to pull up on the side. And if the door is light
24 enough, then I can swing it open and then, you know,
25 grab the control on my chair, and before it swings back

1 closed, wedge myself in there.

2 Q. Okay.

3 A. And sometimes by that time there is somebody,
4 you know, another customer maybe, you know -- there's
5 been times where somebody sees me doing that and they
6 will come to the rescue and hold the door open. It
7 takes a lot of energy.

8 Q. Do you know what the door pressure was for the
9 entry door for the Flavor of India restaurant on
10 January 31, 2020?

11 A. No.

12 Q. Do you know what the regulations require for
13 door pressure for restaurants or other locations?

14 A. I think the pressure is 5.

15 Q. Were you aware that Flavor of India had a
16 policy that if a person in a wheelchair came in and
17 wanted to move outside that they would move an
18 accessible table outside for that person?

19 A. No, I wasn't aware of that. Was there a sign
20 out there?

21 Q. On August 22, 2020, did you have any plans to
22 return to the Flavor of India restaurant?

23 A. Yes. I mean, the next time I was there I would
24 have went back.

25 Q. Did you have any plans to go back to the

1 Burbank area on August 22, 2020?

2 MR. MONTGOMERY: Objection. Vague, but you can
3 answer.

4 MR. LINK: Did we lose Mr. Garcia?

5 MR. MONTGOMERY: He has left the Zoom. I think
6 his phone or computer may have cut out.

7 MR. LINK: Okay. Why don't we go off the
8 record.

9 (Discussion held off the record.)

10 (Record read.)

11 THE WITNESS: Did I have any plans to go?

12 BY MR. LINK:

13 Q. Yes.

14 A. Offhand, I think, I don't remember.

15 Q. What was the reason you left your home on
16 January 31, 2020?

17 A. To get out.

18 Q. Did you have any particular destination in
19 mind?

20 A. Burbank, the mall, the outside mall.

21 Q. What outside mall is that?

22 A. Well, it used to be called the Golden Mall, I
23 think. There used to be a trolley there, like a little
24 train. It's changed a lot. I am not sure if it's still
25 called that.

1 Q. Where was this Golden Mall located?

2 A. It's downtown Burbank off of San Fernando Road,
3 I think. It spans a couple of blocks. There is a lot
4 of restaurants and shops there.

5 Q. Is Flavor of India in that outdoor mall?

6 A. Yes.

7 Q. When you left home on January 31, 2020, did you
8 begin your trip with a bus or the train?

9 A. With the train.

10 Q. Where did you pick up the train?

11 A. In Highland Park.

12 Q. Well, what is the stop there in Highland Park?

13 A. I am thinking maybe Avenue 59 or 57 -- the Gold
14 Line.

15 Q. How far did you have to travel in your
16 wheelchair to get to the train stop?

17 A. Maybe about half a mile.

18 Q. Is that stop the closest stop to your
19 residence?

20 A. Yes.

21 Q. Did you go straight from your home to Flavor of
22 India?

23 A. No.

24 Q. What was your first stop after you left your
25 home on January 31, 2020?

1 A. After I left my home I went to the Gold Line
2 and I caught the train to Union Station.

3 Q. Did you take a transfer from Union Station and
4 go directly to Burbank?

5 A. Yes, sir.

6 Q. What station did you depart the train in
7 Burbank?

8 A. It's the train station which is close to the
9 mall.

10 Q. After you departed the train, where did you go
11 next?

12 A. Straight to the mall.

13 Q. Did you visit any businesses in the mall other
14 than Flavor of India?

15 A. Yes. Well, I didn't go into any of the
16 businesses. It's all outside.

17 Q. Did you make a stop in any other business other
18 than Flavor of India?

19 A. I am sure I did.

20 Q. What business did you stop at prior to Flavor
21 of India?

22 A. I really don't remember.

23 Q. How long did you stay at the mall on
24 January 31, 2020?

25 A. About three -- three hours.

1 Q. Is that the mall in Burbank that has the AMC
2 movie theatre?

3 A. That's the indoor mall. It's right there also.
4 I think there is a couple of theaters around there.

5 Q. Did you purchase anything at the mall prior to
6 visiting Flavor of India?

7 A. Not that I can remember.

8 Q. Can you tell me what shops are in the mall near
9 Flavor of India?

10 A. Um, not offhand. No, I can't.

11 Q. How many times have you been to the mall that
12 we are talking about where Flavor of India is located?

13 A. Um, I've been there a lot of times. But, you
14 know, every time I go back it looks different.

15 Q. When was the first time you were at the mall in
16 Burbank where Flavor of India is located?

17 A. It was back in the 80s.

18 Q. How many times in the 1980s did you visit the
19 mall where Flavor of India is located?

20 MR. MONTGOMERY: Objection. Relevance. You
21 can answer.

22 THE WITNESS: I am not really that sure.

23 BY MR. LINK:

24 Q. Did you visit the mall where Flavor of India is
25 located in the 1990s?

1 A. Yes.

2 Q. How many times?

3 MR. MONTGOMERY: Same objection. You can
4 answer.

5 THE WITNESS: I am not really sure.

6 BY MR. LINK:

7 Q. Could it have been more than ten times in the
8 1990s that you visited the mall in Burbank where Flavor
9 of India is located?

10 A. Yes.

11 Q. Could it be more than 20 times that you visited
12 that mall?

13 A. It could be.

14 Q. When you visit that mall located at -- excuse
15 me, located in Burbank where Flavor of India is located,
16 what is your purpose in going there?

17 A. I go to hang out.

18 Q. Do you go to do any shopping?

19 A. Sometimes, if I need something.

20 Q. What stores have you shopped at in the past at
21 that mall?

22 A. Sears. There used to be a toy store there I
23 used to take my younger son, and there used to be a
24 RadioShack. There was a -- I think there is a 50s diner
25 there that I had lunch with my mom there a couple of

1 times.

2 Q. Do you remember the name of the 50s diner?

3 A. No, I don't, but it's still there.

4 Q. Any other restaurants that you've eaten at, at
5 the mall where Flavor of India is located?

6 A. I think Subway. Um, there is a food court
7 inside the mall. I've eaten there lots of times.

8 Q. Was there a Ben & Jerry's ice cream there at
9 that mall?

10 A. I think so.

11 Q. Have you ever eaten there?

12 A. Um, yes, I think I have.

13 Q. Other than the 50s diner, Subway, and Ben &
14 Jerry's, and I guess other than the food court, have you
15 eaten in any other restaurants at the mall where Flavor
16 of India is located?

17 A. I am sure I have.

18 Q. Can you name them?

19 A. No.

20 Q. On January 31, 2020, can you remember going
21 into any restaurant to eat prior to visiting Flavor of
22 India?

23 A. Yes -- not go in, but there was other
24 restaurants there, but, you know -- I passed by a lot of
25 restaurants there.

1 Q. Did you buy any food from those restaurants?

2 A. No.

3 Q. During the three hours that you were at the
4 mall in Burbank on January 31, 2020, did you do any
5 shopping?

6 A. No, I didn't.

7 Q. What did you do for the three hours that you
8 were at the mall in Burbank on January 31, 2020?

9 A. Um, just hang out right there. You know, drive
10 around, look at the shops, you know, kind of
11 window-shop, and just looking at -- just hanging out.

12 Q. After you took the photographs at Flavor of
13 India, where did you go?

14 A. Took the bus.

15 Q. Where did you take the bus to?

16 A. I took it to Cypress Park so I could transfer.

17 MR. MONTGOMERY: Counsel, I believe I can still
18 hear your computer or cell phone.

19 MR. LINK: Elliott, off the record.

20 (Discussion held off the record.)

21 MR. LINK: Let's go back on the record.

22 BY MR. LINK:

23 Q. So let me make sure I am clear.

24 You took the train from your home -- after
25 getting to the train, you took the train from your home

1 to the Burbank mall, but took the bus back; is that
2 correct?

3 A. Yes.

4 Q. Um, did you spend any time in Cypress Park
5 prior to transferring to the bus to go to Highland Park?

6 A. Yes.

7 Q. What did you do in Cypress Park?

8 A. There was a street vendor there selling food.
9 I ordered some food and I ate half of it, and I gave the
10 other half to a homeless person that was sleeping next
11 to the bus stop, and I caught the bus home.

12 Q. Did you do anything else in Cypress Park other
13 than get food?

14 A. No, sir.

15 Q. What time of day did you leave your home on
16 January 31, 2020?

17 A. I don't remember.

18 Q. Was it in the morning that you left your home?

19 A. I don't think so.

20 Q. So it's a reasonable estimate that you left
21 your home in the afternoon on January 31, 2020, correct?

22 A. Yes.

23 Q. How long did it take you to get from your home
24 in Huntington Park to the Burbank mall on January 31,
25 2020?

1 A. You mean Highland Park?

2 Q. I said Huntington, didn't I? My apology,
3 Highland Park, yes.

4 A. Yes, I think about a couple of hours.

5 Q. So just because my question was bad, from your
6 home in Highland Park to the Burbank mall it took you a
7 couple of hours, correct?

8 A. I am guessing about -- yes, about a couple of
9 hours. I had to wait for the second train.

10 Q. I am going to pull up another exhibit.
11 You should see on screen a chart that is
12 entitled "Garcia January 2020 visits by location."

13 Do you all see that?

14 A. Yes.

15 Q. I will mark the chart as Exhibit 5.

16 (The document referred to was marked by the
17 reporter as Defendants' Exhibit No. 5 for Identification
18 and is attached hereto.)

19 BY MR. LINK:

20 Q. I am going to scroll down to line Nos. 79 to
21 86. I don't know if I can get them all on one page. I
22 guess they're pretty close. I can.

23 Item No. 84 is Flavor of India. Do you see
24 that?

25 A. Yes.

1 MR. MONTGOMERY: I am going to object at this
2 time that neither the witness nor counsel for plaintiff
3 have seen this document before and we are unable to see
4 the entire document right now.

5 BY MR. LINK:

6 Q. Okay, and I will represent on the record that I
7 prepared this document myself, reviewing all of the
8 complaints and noting the locations, the case number,
9 the name of the restaurant or business, and short names
10 for the access issues that were alleged.

11 There is -- Item No. 79 is a business called
12 Açai Jungle Bowls Cafe on Victory Boulevard in Burbank.

13 Did you visit Açai Jungle Bowls the same day
14 you went to Flavor of India?

15 MR. MONTGOMERY: Objection. Relevance, but you
16 can answer.

17 THE WITNESS: I am not sure if I visited that
18 same day, that restaurant. That's one of my cases. I
19 am not -- right now I can't really tell you that yes, I
20 did.

21 BY MR. LINK:

22 Q. Do you have any recollection of when you
23 visited Açai Jungle Bowls in Burbank?

24 A. Not offhand I don't.

25 Q. There is Item No. 80, which is a Hobby Lobby in

1 Burbank.

2 Do you remember visiting the Hobby Lobby?

3 MR. MONTGOMERY: Objection. Relevance. You
4 can answer.

5 THE WITNESS: Sounds familiar.

6 BY MR. LINK:

7 Q. Did you visit the Hobby Lobby on January 31,
8 2020?

9 A. Offhand I don't remember if I did that day.

10 Q. Item No. 81 is Five Guys. I believe that's a
11 hamburger spot.

12 Did you visit Five Guys on January 31, 2020?

13 MR. MONTGOMERY: Same objection, but you can
14 answer.

15 THE WITNESS: Offhand I -- I don't remember if
16 I did.

17 BY MR. LINK:

18 Q. Item No. 82 is Giamela's Submarine Sandwiches
19 in Burbank.

20 Did you visit Giamela's on January 31, 2020?

21 MR. MONTGOMERY: Objection. Relevance.

22 Counsel, are you going to go through this whole list?

23 MR. LINK: I am going through the Burbank list.

24 MR. MONTGOMERY: All right. So how long is
25 this list going to be?

1 MR. LINK: It goes up to 86.

2 MR. MONTGOMERY: I am sorry. I can't see the
3 whole document, so I don't know --

4 MR. LINK: I just scrolled to the next page.

5 MR. MONTGOMERY: You can answer.

6 THE WITNESS: Offhand I don't remember, sir.

7 BY MR. LINK:

8 Q. Do you know the Submarine King restaurant in
9 Burbank?

10 A. It sounds familiar.

11 Q. Did you see the -- excuse me.

12 Did you visit the Submarine King restaurant on
13 January 31, 2020?

14 A. It sounds like it -- it does sounds familiar, I
15 mean--

16 Q. It's familiar, but did you sue -- excuse me, I
17 said sue.

18 Did you visit the Submarine King at 261 West
19 Olive Avenue in Burbank on January 31, 2020?

20 MR. MONTGOMERY: Objection. Asked and
21 answered, but you can answer.

22 THE WITNESS: I might have.

23 BY MR. LINK:

24 Q. Item 85 is Moana Hawaiian BBQ on 150 North
25 San Fernando Boulevard, Burbank.

1 Did you visit Moana Hawaiian BBQ on January 31,
2 2020?

3 MR. MONTGOMERY: Objection. Relevance, and I
4 don't believe that's actually the name that's listed on
5 the chart, but you can answer.

6 THE WITNESS: I am not sure, sir.

7 BY MR. LINK:

8 Q. Well, I probably mispronounced it, but it was
9 spelled M-o-a-n-a Hawaiian BBQ.

10 Item 86 is the last Burbank location on the
11 list. It's Ike's sandwiches at 3201 (sic) North San
12 Fernando Boulevard in Burbank.

13 Did you visit Ike's sandwiches on January 31,
14 2020?

15 A. I am not sure, sir.

16 Q. As we went through this list of Burbank
17 locations, did it refresh your recollection in any way
18 that you spent some of your time in Burbank on
19 January 31, 2020, away from the mall where Flavor of
20 India is located?

21 A. Well, that's -- the mall spanned a couple of
22 blocks and that's pretty much where I was at, in those
23 blocks. It's all outside and, you know, they span, you
24 know, like maybe three or four blocks and that's --
25 that's the area I was in. I was in the mall. To me

1 that's the Golden Mall that I remember.

2 Q. Did you venture out into San Fernando Boulevard
3 on January 31, 2020?

4 A. Not away from the mall, I didn't.

5 Q. I am going to scroll back up to page 1, and I
6 am trying to get the whole page to fit on one screen.

7 Are you seeing the whole page, 1 through 15, on
8 the screen?

9 A. Yes, sir.

10 Q. Are you able to read the Exhibit 5 at that
11 size?

12 A. Not really.

13 Q. Okay. Are you able to read it at the size that
14 I've presently blown it up at?

15 A. Yes.

16 Q. I would ask you to take a look at the first
17 page, and when you've gotten down to Item 14, I will
18 scroll -- scroll up a little bit or down a little bit to
19 get you Item 15.

20 A. Okay.

21 Q. Okay. I scrolled down to Item 15.

22 Have you been able to get all the way through
23 the first page, Mr. Garcia?

24 A. Okay.

25 Q. My question is, on those 15 businesses located

1 on the first page, have you ever returned to any of
2 them?

3 MR. MONTGOMERY: Objection. Relevance, but you
4 can answer.

5 THE WITNESS: No.

6 BY MR. LINK:

7 Q. Um, on page 15 -- or excuse me, page 1, there
8 are a number of addresses fairly close together on West
9 Pico Boulevard.

10 Do you remember if you visited all of those
11 businesses on one day?

12 MR. MONTGOMERY: Objection. Relevance, not in
13 proportion to the needs of the case, and both overly
14 burdensome and, at this point, harassing.

15 These questions are an apparent attempt to
16 litigate client's other 88 cases despite the fact that
17 they are not relevant or even admissible, given the
18 Ninth Circuit's rulings in D'Lil -- spelled D,
19 apostrophe, l-i-l -- v. Best Western and the case Civil
20 Rights Education and Enforcement Center v. Hospitality
21 Properties Trust.

22 And given that, the only validity to these
23 questions appear to be to track the free movement of my
24 client for no valid litigation purpose, which is a
25 breach of his constitutional right to privacy under the

1 California Constitution, and on that basis I am
2 instructing my client not to answer that question.

3 MR. LINK: The D'Lil case did not render other
4 cases inadmissible. The D'Lil case very clearly said we
5 must proceed with caution. It never said they are
6 inadmissible.

7 The recent Whittaker and Langer cases proclaim
8 that the travels of a plaintiff are indeed relevant for
9 purposes of determining standing to sue. Elliott, I
10 figure you're going to stand on your objection, but I
11 wanted to make a record as well.

12 BY MR. LINK:

13 Q. Scrolling down to the next page, Items 16
14 through 31. Again, Mr. Garcia, I would ask you to take
15 a look at this page, most particularly at the
16 businesses, and I will scroll down a little bit so you
17 can catch the last two.

18 A. Okay.

19 Q. There is the last two.

20 A. Okay.

21 Q. Have you returned to any of these businesses
22 that are listed on page 2 of Exhibit 5, Items 16 through
23 31?

24 MR. MONTGOMERY: Same objection, and I will
25 instruct the witness not to answer.

1 MR. LINK: Oh, come on, Elliott. Wait a minute
2 on that one. I have a right to know if he has returned
3 to businesses. If he hasn't returned to businesses,
4 that's directly relevant to this lawsuit.

5 MR. MONTGOMERY: At this point if you're
6 planning on going through the list, which I don't even
7 know how long the list is because I haven't seen the
8 whole document --

9 MR. LINK: Eight pages.

10 MR. MONTGOMERY: Right, but that doesn't tell
11 me the numbers. But if you're going to go through every
12 single business on here and every single lawsuit, I am
13 not going to allow him to answer. I gave you a first
14 page, I gave you a bunch of businesses in the same city.
15 I am not going to allow this witness to have to go
16 through and answer every question about every other
17 lawsuit that you have. So I will instruct the witness
18 not to answer.

19 MR. LINK: Elliott, that's not my question. My
20 question is did he return to any of these businesses.

21 MR. MONTGOMERY: And my objection is that it is
22 not relevant, not in proportion to the needs of the
23 case, and at this point overly burdensome and harassing,
24 the same objection.

25 MR. LINK: And you're instructing him not to

1 answer.

2 MR. MONTGOMERY: I am.

3 MR. LINK: Then, Elliott, we are not going to
4 be able to finish this deposition. We are going to have
5 to suspend the deposition and call it a Volume 1, and
6 this one is definitely going to have to be on a motion
7 to compel for the response.

8 MR. MONTGOMERY: Before we do that, do you have
9 any other questions you want to ask? Because I want to
10 make sure that if there is a second deposition as a
11 result of the motion to compel, that we get rid of all
12 the questions we can now. And I am saying that to make
13 sure that any future deposition would be limited in
14 scope, because I would -- because I would object to any
15 questions outside of the scope at a further deposition.

16 MR. LINK: It is my intention to continue on
17 with other questions and to have to bring the motion
18 that I shouldn't be having to bring.

19 BY MR. LINK:

20 Q. Do you have any procedure for finding out if
21 businesses that you have sued have been fixed?

22 A. Whenever I revisit, I do check.

23 Q. How many businesses have you revisited that you
24 have sued in the year 2020?

25 MR. MONTGOMERY: Objection. Relevance, but you

1 can answer.

2 THE WITNESS: Offhand, what I can remember,
3 maybe like two that I can remember. I mean, I might
4 have forgotten.

5 BY MR. LINK:

6 Q. What were the two businesses that you returned
7 to that you have sued in 2020?

8 A. There was a Vons in Pasadena and there is also
9 a mobile phone place. I am not sure if that's the name
10 of the place, but I passed by there and I noticed that
11 they did take down the pop-up tent that was up, and at
12 the Vons they did replace the door. It's as light as a
13 feather now. You barely turn the handle and it opens
14 very easily, and the handle is lowered now. It was too
15 high for me to reach. It wasn't really a doorknob; it
16 was just a handle that they had put up. So that got
17 fixed.

18 Q. Other than the Vons in Pasadena and the mobile
19 phone business, have you returned to any other
20 businesses that you have sued in the year 2020?

21 MR. MONTGOMERY: Objection. Asked and
22 answered, but you can answer.

23 THE WITNESS: I have but I don't remember the
24 name.

25 ///

1 BY MR. LINK:

2 Q. How many businesses have you returned to that
3 you have sued in the year 2020?

4 MR. MONTGOMERY: Objection. Asked and
5 answered, but you can answer.

6 THE WITNESS: I am not sure.

7 BY MR. LINK:

8 Q. Is it more than two businesses?

9 A. I am not sure.

10 Q. You have sued my clients in the complaint for
11 the failure to provide an accessible path of travel to
12 the restroom.

13 How is the path of travel to the restroom not
14 accessible?

15 MR. MONTGOMERY: Same objection, but you can
16 answer.

17 THE WITNESS: That path of travel to the
18 restroom was discovered by the investigator. I didn't
19 go into the restaurant.

20 BY MR. LINK:

21 Q. Have you viewed any of the investigator's
22 photographs of the hallway?

23 A. Yes.

24 Q. Does it show that the path of travel to --
25 strike that. Let me start over.

1 India intended not to serve disabled people?

2 A. No.

3 Q. What difficulty did you suffer because the
4 outside tables of Flavor of India were not accessible to
5 you?

6 A. I wasn't able to order food and sit out there
7 and eat. It frustrated me. I went home. I had to eat
8 something different.

9 Q. Did you suffer any discomfort because the
10 outside tables at Flavor of India were not accessible to
11 you?

12 A. Just frustration.

13 Q. Did you suffer any embarrassment because the
14 outside tables were not accessible to you?

15 A. No.

16 Q. Did you suffer any other injury as a result of
17 the accessible tables not being accessible to you other
18 than you couldn't order food and you were frustrated?

19 A. No.

20 Q. After you had food at Cypress Park and made the
21 transfer on the bus back to Highland Park, did you stop
22 anywhere between the bus stop and your home?

23 A. No, I didn't.

24 Q. I didn't hear that.

25 A. No.

1 Q. Mr. Garcia, you sued 103 businesses for visits
2 you've made in January, 2020; is that accurate?

3 A. I am sure I have. I don't know how accurate it
4 is, but I am sure I have.

5 Q. How many of those businesses have been
6 remediated with the accessible features added to the
7 businesses?

8 MR. MONTGOMERY: Objection to the extent it
9 calls for an expert opinion, but you can answer.

10 THE WITNESS: I am not sure.

11 BY MR. LINK:

12 Q. Do you have any estimate for me as to how many
13 of those businesses have been remediated?

14 MR. MONTGOMERY: Same objection, but you can
15 answer.

16 THE WITNESS: Um, can you ask it in a different
17 way? I am not sure what remediated --

18 BY MR. LINK:

19 Q. Remediated means fixed so that the inaccessible
20 features have been repaired.

21 Do you have any estimate for me as to how many
22 of those 103 businesses have been remediated?

23 MR. MONTGOMERY: Same objection, but you can
24 answer.

25 THE WITNESS: Yes, I am not sure.

1 BY MR. LINK:

2 Q. Is it more than ten, to your knowledge, that
3 have been remediated?

4 MR. MONTGOMERY: Same objection. You can
5 answer.

6 THE WITNESS: I am not sure, sir.

7 BY MR. LINK:

8 Q. How many of those 103 businesses have you
9 returned to?

10 A. I am not sure.

11 Q. In January 2020 you had no vehicle that you
12 could operate; is that correct?

13 A. Correct.

14 Q. So in the 103 businesses that you sued, you
15 either took the train or the bus to get there, correct?

16 A. Correct.

17 MR. LINK: Elliott, subject to the fact that we
18 are going to be bringing a motion to compel further
19 responses, this deposition is going to have to be listed
20 as Volume 1 and not concluded, unless you change your
21 mind about me going through those -- those pages of --
22 what is it, Exhibit 5.

23 MR. MONTGOMERY: I have not, but it can be
24 listed as Volume 1 subject only to an order to reopen.

25 MR. LINK: Elliott, I have a right not to

1 conclude this deposition, to suspend it and to proceed
2 with a motion.

3 MR. MONTGOMERY: Right, sorry if I wasn't
4 clear. I was saying okay.

5 MR. LINK: Okay. Okay. Then the deposition is
6 concluded -- excuse me. This volume of the deposition
7 is concluded. Thank you, Mr. Garcia, for appearing.

8 THE REPORTER: Counsel, would you like a
9 certified copy?

10 MR. MONTGOMERY: Plaintiff would.

11 MR. LINK: And electronic for me is sufficient.

12
13 (Deposition session concluded at 12:19 p.m.)

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Exhibit G – Excerpts of the Deposition of Orlando Garcia in *Garcia v. Four Café Inc.*, No. 2:20-cv-07278 (C.D. Cal. June 17, 2021)

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13	Deposition of:	ORLANDO GARCIA (Appearing Remotely)
14		
15	Date and Time:	Thursday, June 17, 2021 9:34 a.m.
16		
17	Place:	Highland Park, California (Deponent's location)
18		
19	Reporter:	Linda A. Simpson, CSR, RPR, RMR, CRR, CCRR
20		Certificate No. 2266

1 Transcript of the deposition of ORLANDO GARCIA,
2 taken remotely stenographically by Linda A. Simpson,
3 Certified Shorthand Reporter, Certificate No. 2266, and a
4 Deposition Officer of the State of California, commencing
5 on Thursday, June 17, 2021, 9:34 a.m., at the deponent's
6 location, Highland Park, California.

7

8 APPEARANCES OF COUNSEL:

9

For the Plaintiff:

10

(Appearing Remotely)
Potter Handy, LLP
Attorneys at Law
BY: BRADLEY SMITH, ESQ.
8033 Linda Vista Road, Suite 200
San Diego, California 92111
858.375.7385
BradleyS@PotterHandy.com

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For the Defendants:

16

(Appearing Remotely)
Sahelian Law Offices
Attorneys at Law
BY: ARA SAHELIAN, ESQ.
23276 South Pointe, Suite 216
Laguna Hills, California 92653
949.859.9200
sahelianlaw@me.com

21

Also Present (Appearing Remotely):

22

Diego Montoya, Legal Assistant

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24

25

1 Highland Park, California - Thursday, June 17, 2021

2 * * * * *

3 THE REPORTER: Good morning. I am an officer
4 designated under Rule 28 of the Federal Rules. My name
5 is Linda Simpson, CSR Number 2266. My business address 09:11
6 is 1314 East Chapman Avenue, Orange, California, which is
7 where I am located at this time. Today's date is
8 Thursday, June 17, 2021. The deponent's name is Orlando 09:11
9 Garcia. This deposition is being taken stenographically.

10 At this time I will ask counsel to identify
11 yourselves and state whom you represent. We will begin
12 with the noticing party.

13 MR. SAHELIAN: This is Ara Sahelian, and I represent
14 the defendant, I believe today it's Four Cafe, and I also
15 have my assistant, Diego.

16 MR. SMITH: And Brad Smith. I represent Orlando
17 Garcia, the plaintiff.

18 THE REPORTER: I will now swear in the witness. 09:12
19 Sir, will you raise your right hand, please. 09:13

20 ORLANDO GARCIA,
21 called as a witness, having been first duly sworn, was
22 examined and testified as follows:

23 EXAMINATION

24 Q. BY MR. SAHELIAN: Mr. Garcia, have you had 09:36
25 your deposition taken previously?

1 A. No.

2 Q. What was the first year you filed an
3 accessibility lawsuit?

09:43

4 A. I'm not sure. I believe it was about four or
5 five years ago.

6 Q. Do you remember the first, very first lawsuit
7 you filed?

8 A. The very first. I think it was a Walgreens.

09:44

9 Q. Okay. Was that a State or a Federal case?

10 A. Don't remember.

11 Q. Who was your attorney?

12 A. Mark Potter.

13 Q. Okay. Have you had any other attorneys other
14 than Potter Handy?

15 A. No.

16 Q. So you'll have to excuse my ignorance when it
17 comes to cerebral palsy, so help me out. Do your legs
18 function at all?

09:45

19 A. A little bit.

20 Q. Are you able to move your legs?

21 A. Little, little bit.

22 Q. I'm sorry?

23 A. A little bit.

24 Q. Okay. Are you able to stand for any short
25 period of time?

09:45

1 A. For a short --. Yeah, I can stand for, you
2 know, not long.

3 Q. Okay. If you used crutches, would you be able
4 to walk or take a few steps?

5 A. No.

6 Q. Okay. Are you able to lift your legs at all?

7 A. It's kind of hard.

8 Q. So as you're --. I'm guessing you're seated
9 right now; correct?

10 A. Yes.

11 Q. If you wanted to lift one or the other leg,
12 would you be able to do it?

09:45

13 A. With my hand.

14 Q. Okay. Without your hands?

15 A. Not --. No.

16 Q. Okay. What about your arms? What condition
17 are they in?

18 A. What condition are they in? I mean, I don't
19 know (indicating).

09:46

20 Q. All right. Are you able to lift yourself off
21 a chair and onto say a bed using your arms?

22 A. Yeah.

23 Q. Okay. Are you able to lift yourself off a
24 chair and say onto a toilet using your arms?

25 A. Yes.

1 Q. Okay. Are you able to move yourself off a 09:46
2 chair and transfer into a car using your arms?

3 A. Yes.

4 Q. Without any help from anyone else?

5 A. Yeah. It may take me a while.

6 Q. Okay. Are you able to drive?

7 A. No, not --. I used to be. 09:47

8 Q. Okay. When did you stop driving?

9 A. I don't know, about 20-something years ago.

10 Q. Was that because of an incident? Why did you
11 stop driving?

12 A. Um, I don't know. I just didn't -- I didn't 09:48
13 have a car, and I just -- you know, it was -- I got an
14 Access, yeah. I don't like driving.

15 Q. Okay. So you drove for, what, ten or 20 years
16 before you stopped?

17 A. I'm guessing so, yeah. I started like in -- 09:48
18 like in 1980, somewhere around there, like 30, '80 start
19 driving.

20 Q. Do you have a live-in girlfriend or are you
21 married?

22 A. No.

23 Q. Does anyone live with you?

24 A. My son.

25 Q. Okay. Is your son your principal primary

1 helper?

09:48

2 A. Pretty much so.

3 Q. Do you ask your son to help you when you have
4 a need to go somewhere?

5 A. Yeah, sometimes.

6 Q. Otherwise if you have to go somewhere, who
7 helps you?

8 A. Well, you know, I'll go on the bus or I'll go
9 on the train. You know, I like my independence.

09:49

10 Q. Sure. So in the past five years, has your
11 condition changed at all, your physical condition?

09:49

12 A. I think, yeah, I can feel it has a little bit,
13 yeah.

14 Q. Have you gotten a little weaker?

15 A. Yes.

16 Q. Would you attribute that to just simply aging?

09:50

17 A. Yeah, I guess so, yeah.

18 Q. Okay. So how do you --? I believe you said
19 you're not employed; correct?

20 A. Right.

21 Q. So how do you keep yourself occupied?

22 A. Well, at the present moment, when -- you know,
23 all these cases are keeping me busy.

24 Q. Okay. Let's say -- what are we now? 2021.

09:51

25 In 2016, five years ago, before you began filing these

1 lawsuits, how did you keep yourself busy?

2 A. Well, I would go to Rancho Los Amigos, and I
3 used to go and chill over there.

4 THE REPORTER: "I used to go" to?

5 THE WITNESS: To Rancho Los Amigos.

6 Q. BY MR. SAHELIAN: And how many times a week
7 did you do that?

8 A. I would go like once a week. You know. And,
9 you know, meet people, talk to people in wheelchairs,
10 and, you know, just -- it felt good, you know.

11 Q. Sure. So what did you do the rest of the
12 time?

13 A. Stay home.

14 Q. Prior to 2016, did you ever travel?

15 A. Not really.

16 Q. Okay. Have you been to any city other than
17 Los Angeles or Southern California -- let's just say have
18 you ever left Southern California in the last five years?

19 A. In the last five years?

20 Q. Yes.

21 A. Southern California. No.

22 Q. And what city do you live in right now?

23 A. Highland Park.

24 Q. Can you give me the major intersection where
25 you live?

1 A. York and Figueroa.

2 Q. So would it be fair to say that in the year
3 2016 you did not travel at all?

09:53

4 A. Outside of California?

5 Q. Outside of Southern California.

6 A. Yeah, pretty -- I guess, yeah.

7 Q. Yeah, meaning you did not leave Southern
8 California; correct?

9 A. Correct.

10 Q. Okay. What about the year 2017? Do you have
11 any recollection of leaving Southern California?

09:53

12 A. Leaving --. No.

13 Q. What about the year 2018? Any recollection of
14 leaving Southern California?

15 A. No.

16 Q. Same question for 2019.

09:54

17 A. No.

18 Q. 2020?

19 A. No.

20 Q. Okay. What about this year? Have you left
21 Southern California at all?

22 A. No.

23 Q. If you're having to get ready to leave the
24 house, I imagine it can't be easy because you have to get
25 yourself situated in the wheelchair and prepare. Can you

09:54

1 take us through as to what it would take you to prepare
2 yourself to leave the house if you had to?

09:55

3 A. Well, you know, I take a shower, get dressed.

4 Q. Okay. How difficult is that for you?

5 A. It's a struggle.

6 Q. Okay.

7 A. It's a workout.

8 Q. Are you able to do it now by yourself?

9 A. I can do it. You know, it's just -- it takes
10 forever. It's pretty exhausting.

09:55

11 Q. Yeah, I know. I hear you. I imagine it takes
12 you a long time to put a pair of slacks on and put a
13 sweatshirt on; correct?

14 A. Yeah.

15 Q. Do you usually do it, put your slacks on while
16 you're on the wheelchair or on the bed? How do you
17 manage to do it?

09:56

18 A. I -- I prefer to do it on my bed.

19 Q. Yeah. And as far as putting your sweatshirt
20 on, do you have to rely on maybe placing your elbows on a
21 table or something to be able to do it?

22 A. No. No.

23 Q. You can raise your arms and get your
24 sweatshirt over your head?

09:56

25 A. Yes.

1 Q. Okay. Are you able to lift your arms and
2 reach say for a coffee mug in a kitchen cabinet?

3 A. That's kind of hard.

4 Q. Okay.

5 A. It's hard for me to extend my arms.

6 Q. So do you have things situated in the kitchen
7 where everything is within reach for you?

8 A. Pretty much so. You know. I really don't eat
9 a lot. You know, I don't drink -- you know, I drink
10 mostly water.

11 Q. Okay. Are you able to do simple chores in the
12 kitchen, like maybe rinse a cup or wash a dish or
13 something? Are you able to do that much?

14 A. It's kind of hard. My son usually helps me
15 with that.

16 Q. Okay. How do you manage to shop for groceries
17 and similar items?

18 A. I mean, I usually send my son or we have them
19 delivered. Instacart.

20 Q. Do you at all go to say a Ralphs or, you know,
21 a typical supermarket to be able to, you know, get the
22 food you want?

23 A. Sometimes I do. I mean, you know, lately, you
24 know, I've been having Instacart, you know, discovered
25 Instacart, and I like that. It's a big help.

09:57

09:57

09:58

09:58

1 Q. Yeah, we've all discovered that during the
2 pandemic. Yeah. In terms of the stamina that it takes
3 for you to get ready to leave the house, besides getting
4 dressed, is it tiring for you to leave the house and get 09:59
5 into a car?

6 A. Yeah. I guess -- yeah, you know, I guess, you
7 know, it's a -- it's definitely a workout.

8 Q. Yeah.

9 A. I look at it as a workout.

10 Q. How do you manage -- well, let's talk about 09:59
11 your wheelchair. Do you have an electric wheelchair?

12 A. Yeah.

13 Q. Yeah. Do you know, is it a specially custom-
14 tailored wheelchair or is it a scooter?

15 A. It's a -- it's a chair. It's a power chair.
16 You know, it reclines. You know, it has the -- where the 10:00
17 legs move, move up and down and --

18 Q. Yeah. So you're able to essentially lay flat
19 in the wheelchair; correct?

20 A. Yes. That's for --

21 Q. If you wanted --

22 A. -- pressure relief.

23 Q. I'm sorry, go ahead.

24 A. For pressure relief.

25 Q. So if you wanted to raise your legs and lower

1 your back, you're able to do that and change the pressure
2 points on your body; correct?

10:00

3 A. Yes.

4 Q. Okay. Do you get sores at all from not being
5 active?

6 A. No. I -- what I'm -- right now I'm dealing
7 with is hemorrhoids.

8 Q. I see. How often do you have to recline in
9 order to make yourself comfortable?

10:01

10 A. About every two hours.

11 Q. Okay. Now I imagine if your wheelchair has
12 all the features you've just described, I imagine it is a
13 heavy wheelchair; correct?

14 A. Yes.

15 Q. Okay. And it has motors to do all that? It
16 has motors to move it forward and backwards, and it has
17 motors to help you recline and lift your legs; correct?

10:01

18 A. Yes.

19 Q. Okay. How do you transport your wheelchair
20 when you're traveling?

21 A. Well, I have a van. You know, I purchased a
22 van a couple months ago, maybe five months ago. But
23 other than that, I'm usually on the train or the bus.
24 You know, I like -- I like being on the bus.

10:02

25 Q. And prior to five months ago, how did you get

1 your wheelchair from Point A to Point B?

10:02

2 A. On the -- on the bus or the train or Access.

3 I don't really -- I don't really like coming --. You

4 know, I thank God for Access, don't get me wrong, but

5 just they strap you down and they take you on these share

6 rides for a couple hours and -- and that -- I feel like

7 I'm going to get a pressure sore.

8 Q. Yeah. So with Access, essentially it's a

9 minibus that comes to your house, and it's got a little

10:03

10 elevator in it that helps you get your wheelchair into

11 the bus; correct?

12 A. Yeah, it's a van.

13 Q. It's a van? Okay. And the driver will tie

14 down your wheelchair so it doesn't move around; correct?

15 A. Yes, they put belts on you.

16 Q. And you can preorder your ride so they know

17 where to take you?

18 A. Yes.

19 Q. And then how do you get them to come back and

10:03

20 bring you back home?

21 A. You got to stick to a return trip, and they'll

22 pick you up when you sched -- the hour, you can just

23 schedule it.

24 Q. Okay. Is that done with your cell phone?

25 Let's say you went to downtown LA to visit a friend or

1 something, and if you wanted -- a couple of hours later
2 you wanted to get back home. How do you get a ride?

10:04

3 A. I usually go on the bus or -- or on the train.
4 You know, if I got to use Access, I got to do it -- I got
5 to schedule that 24 hours prior to wherever I want to go.

6 Q. Including your return trip?

7 A. Yes.

8 Q. Okay. So in terms of using Access versus
9 train or bus, what sort of percentage do you rely on for
10 each?

10:04

11 A. I would say maybe 90 percent of the time I
12 like riding the bus and the train. I only use Access if
13 it's going to be really far and I don't know the area.
14 And maybe it's going to be nighttime, you know, or
15 something like that, yeah. That's the only time I use
16 Access.

10:05

17 Q. Have you ever been on an airplane?

18 A. No.

19 Q. If you for instance had to go to San Diego,
20 how would you do it?

10:05

21 A. I would have to have my son drive me.

22 Q. Would you take public transportation?

23 A. To San Diego? I don't know. I might. You
24 know. It's -- I never really thought about it. But, you
25 know, I have a van. You know, my son can help. He'll

10:06

1 take me.

2 Q. I'm sorry, could you repeat that? You have a
3 van and what?

4 A. My son will take me.

5 Q. I see. Is your son employed?

6 A. Yes, he is.

7 Q. Okay. What are his usual employment hours?

8 A. I'm not sure. They -- they change. They
9 change him around. 10:07

10 Q. Is it usually in the daytime or nighttime?

11 A. Well, sometimes when he has to close, he's
12 there into the night. But then sometimes he has to open.
13 During the day.

14 Q. So he works at a retail shop?

15 A. It's a restaurant. 10:07

16 Q. It's a restaurant. I see. And what is your
17 son's name?

18 A. Orlando Garcia.

19 Q. Is it Junior?

20 A. Yeah, he's Orlando, you know, F. Garcia.

21 Q. Okay. And you said he works at a restaurant.
22 Is he a manager at a restaurant? 10:07

23 A. Yeah.

24 Q. Does he own a restaurant?

25 A. No.

1 Q. Do you have any helpers other than your son
2 that's provided by the State of California or the City of
3 Los Angeles?

4 A. No.

5 Q. Have you ever gotten on a plane?

10:08

6 A. Didn't you just ask me that?

7 Q. I'm sorry?

8 A. Didn't you just ask me that?

9 Q. I don't recall asking you that.

10 A. No.

11 Q. If you had to get on a plane, would you be
12 able to?

13 A. I don't know. I mean, I'm sure that, you
14 know, they'd have to accommodate me somehow.

10:08

15 Q. Have you planned an airplane trip at all? For
16 instance, have you spoken to someone familiar with
17 transporting a wheelchair on an airplane?

10:09

18 A. No.

19 Q. So if you had to for instance travel to San
20 Francisco, how would you do it?

21 A. Either drive over there or -- I don't know. I
22 mean, there's the plane, there's the train. I haven't --

23 Q. What is the longest train ride you've had?

10:09

24 A. I don't remember, sir.

25 Q. Have you taken the train to San Diego at all?

1 A. I believe I did, yeah, when I was little.

2 Q. How long ago you said?

3 A. I don't know, about 30 years ago, 35? I went
4 with my mother.

10:10

5 Q. I see. Have you taken the train to San Diego
6 recently?

7 A. No.

8 Q. What is the farthest that you have traveled by
9 car in the last five years?

10 A. The farthest? I guess to San Francisco.

10:11

11 Q. When was that?

12 A. Last week.

13 Q. And how often do you go to San Francisco?

14 A. Last week. I went last week.

15 Q. I see. Okay. And where did you stay?

16 A. Um, I stayed -- I forgot the name of the city.
17 I don't remember the name of the city, sir.

10:11

18 Q. What hotel did you stay in?

10:11

19 A. It was the Royal -- Royal something.

20 Q. Royal something?

21 A. Yeah. I can't remember right now.

22 Q. How long did you stay?

23 A. For three days.

24 Q. Did you use your credit card to pay for the
25 hotel?

1 A. Yes, I did.

2 Q. Okay. Can you tell me which credit card? You
3 don't have to give me the number. Is it a MasterCard or
4 a Visa? 10:12

5 A. I'm not sure. I think it's a Visa.

6 Q. How many credit cards do you have?

7 A. About four.

8 Q. Okay. Are any of them debit cards?

9 A. I have a couple of debit cards. 10:13

10 Q. So does that make the total number of cards
11 that you have six cards?

12 A. I just recently got two cards, two credit
13 cards. You know, I have two debit cards, and I had
14 two -- three credit cards, so I have about five credit
15 cards now and about two debit cards, so that's about
16 what? Seven cards. 10:13

17 Q. Do you use one specifically for travel
18 expenses?

19 A. I guess, yeah. You know, now that I think
20 about it.

21 Q. Can you tell me which one that is? 10:13

22 A. Um, at the moment, no.

23 Q. Can you tell me --

24 A. I pay cash sometimes.

25 Q. Can you tell me which banks the credit cards

1 are with? 10:14

2 A. Citibank and Chase.

3 Q. So you have two with Citi and two with Chase?

4 A. No. I have -- I have one with -- with

5 Citibank. U.S. -- no, it's U.S. Bank. I have one with

6 U.S. Bank, I have one -- and I have two with Chase. And 10:14

7 then I have two with Citi card. I think it's Citi --

8 Citi card. Yeah, Citi -- Citibank.

9 Q. So you have two with Chase and two with

10 Citibank, correct, and one with U.S. Bank?

11 A. Yeah.

12 Q. Any others? 10:15

13 A. No.

14 Q. How many times have you stayed at a hotel in

15 the last 12 months?

16 A. I don't know, like maybe five or six.

17 Q. Can you tell me where you stayed? 10:15

18 A. Not offhand, no.

19 Q. Can you tell me where each was located?

20 A. Um, stayed in Long Beach. I stay in Pasadena.

21 I stayed in San Jose. And close to San Francisco. There 10:16

22 was another one. Eagle Rock. Yeah, Eagle Rock. And

23 then there was one out there by Riverside.

24 Q. Did you say Riverside? 10:16

25 A. I think so, yeah. I'm not sure. I forget

1 the -- the city over there, but it was -- it was out
2 there. Somewhere over there.

3 Q. So you said the first one was Long Beach.
4 What was the purpose of staying at a hotel in Long Beach?

5 A. It was, you know, staycation. You know,
6 stayed with my son and, you know, we were there. We -- 10:17
7 we like to stay at -- at hotels or motels and just stay
8 away from the house sometimes.

9 Q. So what is a staycation?

10 A. You don't know?

11 Q. I'm asking you.

12 A. It's when you stay at a motel. It's not a
13 vacation. You know. It's a staycation. I don't know. 10:17
14 I don't really know the definition of that. This is --
15 it's a saying that everybody uses.

16 Q. To you what does it mean?

17 A. When you stay at the -- kind of like a little
18 vacation, stay --. I don't know. I don't really know.

19 Q. Okay. So what was the first staycation that
20 you took in the last five years?

21 A. I don't remember.

22 Q. Did you take any staycations in 2016? 10:18

23 A. I don't remember.

24 Q. Any in 2017?

25 A. Not that I remember.

1 Q. You have no recollection of staying at any
2 hotel in the year 2016?

3 A. I don't remember. I mean, I don't want to -- 10:19
4 I don't want to guess.

5 Q. Any recollection of staying at a hotel in the
6 year 2017?

7 A. I don't remember, sir.

8 Q. Excuse me, I've got a spider coming after me.
9 Bear with me just one moment. I was hoping to crush it 10:19
10 with my wheelchair, but it didn't work.

11 (Laughter.)

12 A. Yeah, they get away from that. I try that a
13 lot.

14 Q. Yeah, so much for that. All right. Same
15 question, 2018, did you stay at any hotels?

16 A. Yeah, I don't remember, sir. I really don't 10:20
17 remember.

18 Q. Okay. Well, when was the first time you
19 decided you'd want to take a staycation?

20 A. Well, you know what? We've done it throughout
21 the years, you know. Yeah. We've done it, you know, 10:20
22 just throughout the years, and... Yeah.

23 Q. But you don't remember whether you --

24 A. You know, sometimes we do it.

25 Q. So you don't remember whether you had a

1 staycation in the year 2016?

2 A. I don't remember. Yeah, I don't remember.

10:20

3 Q. Same question for 2017?

4 A. I don't think I did that -- I don't think I
5 did. Or maybe I did. I had a girlfriend for a while so,
6 you know, sometimes we'd go to the motel.

7 Q. What was her name?

8 A. Racquel.

10:21

9 Q. Last name?

10 A. Yanez.

11 Q. How do you spell that?

12 A. Y-A-N-E-Z.

13 Q. And where does she live?

14 A. She lives in Watts.

15 Q. Do you still stay in touch with her?

16 A. No.

10:22

17 Q. You have her telephone number?

18 A. Not no more.

19 Q. Okay. So did you take any staycations in the
20 year 2020?

21 A. I don't remember.

22 Q. I'm sorry, did you say you do not remember?

10:22

23 A. I do not remember.

24 Q. Do you remember taking any staycations in the
25 year 2019?

1 A. I may have. Yeah. Yeah, I think I did.

2 Q. Okay. Where did you go?

3 A. I don't -- exactly? I don't remember, sir. I
4 don't want to guess. You know.

5 Q. Did you pay for it using your credit card?

10:22

6 A. Yeah.

7 Q. And let me be clear. Did you pay for your
8 hotel room using a credit card?

9 A. Yes.

10 Q. And do you remember which hotel it was?

11 A. No, I don't.

12 Q. Do you remember what city it was in?

13 A. No.

14 Q. So what is the very first staycation that you
15 recall taking in the last 12 months?

10:23

16 A. Think it was in Pasadena.

17 Q. Where did you stay?

10:24

18 A. I think it was a Hyatt Hotel. Yeah. I'm
19 guessing, you know. I'm not -- not sure, sir.

20 I'm --. Yeah, I mean, (shakes head).

21 Q. Which credit card did you use?

22 A. I don't remember, sir.

23 Q. But you used a credit card?

24 A. You have to, yeah.

10:24

25 Q. So if you wanted to find out where you stayed,

1 you'd essentially take a look at your credit card
2 charges; correct?

3 A. Yeah, yeah.

4 Q. How many days did you stay in Pasadena at the
5 Hyatt?

6 A. I think it was like one day.

7 Q. Who were you with?

10:24

8 A. My son.

9 Q. And what made you choose the Hyatt?

10 A. It was closer to my house. And that was
11 basically it, and it was close to my house. And I wasn't
12 sure if my son, you know, has scheduled changes or, you
13 know, sometimes they'll call him in, and so I try to book
14 that time, you know, something close to the house. In
15 case he did have to go to work, he could still come to --
16 to the hotel.

10:25

10:25

17 Q. So when you stayed at the Pasadena Hyatt, you
18 said you stayed for a day; right?

19 A. Yes.

20 Q. Yes? Okay. And was that within again the
21 last 12 months or within the last six months?

22 A. I don't remember, sir.

23 Q. If you stayed at the Pasadena Hyatt, did you
24 order food to your room?

10:26

25 A. No, I didn't.

1 Q. Okay. Did you go down to the restaurant at
2 the hotel and order food?

3 A. No, I didn't.

4 Q. How did you get food to your room?

10:26

5 A. My son went to the market and bought some food
6 and came home -- came -- came back with it.

7 Q. So essentially you went to the Pasadena Hyatt,
8 you went to your room, you stayed there, and you had your
9 son bring you food to your room; correct?

10 A. Yeah.

11 Q. Did you do any sight-seeing in Pasadena?

10:27

12 A. No.

13 Q. You just stayed in your room?

14 A. Yeah. Yeah, we just went and watched TV and,
15 you know, and just enjoy each other's company.

16 Q. I see. And besides the Pasadena Hyatt, where
17 else do you have a recollection of doing a staycation in
18 the past 12 months?

10:27

19 A. Stayed in Long Beach. I don't remember the
20 name of the motel -- hotel at this moment, and I don't
21 want to guess. Unless you want me to guess.

22 Q. Okay. Did you by chance file a lawsuit
23 against the Hyatt?

24 A. I'm not sure. I might have.

10:28

25 Q. Okay. Did you ever go back to the Hyatt?

1 A. I don't think so.

2 Q. So you said your son manages a restaurant. So 10:28
3 when your son is busy, do you usually stay by yourself in
4 your house or apartment or do you move around by yourself
5 using public transportation?

6 A. I don't --. It depends. You know, it just 10:29
7 depends. You know, sometimes I'm at home. You know,
8 it's a nice day or I feel bored, I'll go out.

9 Q. So let's say you're bored and you want to go
10 out. How does that exactly work with you? Do you have
11 to plan a day in advance to call for a ride?

12 A. No, I get on the bus. You know, I love the 10:29
13 bus. I love the train. And I don't really like Access.
14 You know? It's a good service. Thank God for it.

15 Q. Right.

16 A. But I don't really like Access. You know, I'd
17 rather be on the bus. You know, I like being with the
18 people and being -- seeing, you know, streets.

19 Q. Sure. Now, let's talk about the bus. Do you
20 have to pay anything to get on the bus? 10:30

21 A. No.

22 Q. How do you check in to the bus? Do you have a
23 card?

24 A. Yes.

25 Q. What is that card called?

1 A. It's an Access card.

2 Q. Okay. And it's for any of the buses that run
3 throughout the City of LA that you can use this Access
4 card for?

5 A. Yeah, and the train too.

10:31

6 Q. Okay. And you pay nothing to get on the bus
7 or the train; is that what you said?

8 A. Yes.

9 Q. I'm sorry?

10 A. Yes.

11 Q. Okay. Does the system keep track of how many
12 trips you take on the bus or a train?

10:31

13 A. I don't know.

14 Q. Do you have the card with you right now?

15 A. Let me see. (Indicating.) Here it is.

16 Q. I see. And what is it called? What is the
17 card called?

18 A. It's called Access/TAP.

10:32

19 Q. I'm sorry, Access what?

20 A. TAP.

21 Q. Okay. And do you have a particular number?

22 A. It's 183380.

10:32

23 Q. That's your membership number?

24 A. It's the number they got on there, sir.

25 Q. Okay. And does it have your name on it too?

1 A. Yes, it does.

2 MR. SAHELIAN: All right. Let's take a break. I
3 need a break. We'll be back in -- how about seven
4 minutes, counsel?

5 MR. SMITH: Sounds good.

10:33

6 MR. SAHELIAN: Okay. Thanks.

7 (Recess.)

8 MR. SAHELIAN: Back on the record.

10:45

9 Q. How are you feeling, Mr. Garcia?

10 A. Good. A little sleepy.

10:45

11 Q. Oh. We can't have that. Is there any reason
12 that you can't give me your best testimony today?

13 A. No.

14 Q. Okay. Are you in pain?

15 A. No.

16 Q. Okay. Do you take any pain medication?

17 A. No.

18 Q. Who is your physician, your primary physician?

10:46

19 A. I just switched to Kaiser, so I really don't
20 have -- or remember his name.

21 Q. Okay. Prior to Kaiser, who was your primary
22 physician?

23 A. I go to Dr. Lee in East LA. I don't remember
24 his address right now.

25 Q. Which hospital is he associated with?

1 A. I'm not sure.

10:46

2 Q. Have you had Dr. Lee as your primary physician
3 for a while?

4 A. Just for a couple years. Before that I used
5 to go to the Family Medicine Center in Glendale.

6 Q. And for your orthopedic work, who do you go to
7 for your orthopedic issues?

8 A. What do you mean by that?

10:47

9 Q. For your legs, arms, or your spine, if you
10 have issues, is there a hospital that you go to?

11 A. No, not really. When I was younger, I did
12 used to go to the Orthopaedic Hospital.

13 Q. Okay. But have you sought orthopedic help in
14 the last five years?

15 A. No.

16 Q. Do you do any physical therapy?

10:47

17 A. No.

18 Q. So as we speak today, you don't have an
19 orthopedic doctor that takes care of you for your
20 orthopedic needs?

21 A. (Shakes head.)

22 Q. That's a no; correct?

23 A. I guess, yeah. I mean --

24 Q. What do you mean you guess?

10:48

25 A. Yeah, I don't -- I mean, I don't really

1 understand the question, you know, like --

2 Q. Do you understand what the word orthopedic
3 means?

4 A. No.

5 Q. Okay. Someone who takes care of your arms,
6 legs, issues that come up with muscles, bones.

7 A. Yeah, well, I hardly ever get issues like
8 that.

9 Q. Okay. Do you exercise at all? Do you go to a
10 physical therapy location if you will?

10:48

11 A. No, I -- I exercise on my bed.

12 Q. All right. You said you use the bus and the
13 train to get around when your son is not around; correct?

10:49

14 A. Yes.

15 Q. Now how far have you been from your place of
16 residence by yourself on the bus or the train?

17 A. I don't know. I travel all the way -- all
18 over LA.

19 Q. Okay. Give me an example of what the farthest
20 you've been to on the bus or train by yourself.

10:49

21 A. I go -- I go like Rancho -- Rancho Los Amigos
22 is in Downey, and I live in Huntington Park. You know,
23 it's like I go over there. You know, I don't know how
24 many miles that is. Maybe about 15 miles.

25 Q. Is that the farthest?

1 A. That I can think of right now. I mean, I
2 might have went a little further. I mean, I just -- out
3 of the blue, I don't remember.

10:50

4 Q. What city is Rancho Los Amigos in?

5 A. In Downey.

6 Q. Downey. And how many miles away again is it
7 from your place of residence?

8 A. It's about 15 miles.

9 Q. Okay. So if you had to go to Downey, how many
10 buses would you have to take?

10:50

11 A. Probably about two and -- and a couple of
12 trains.

13 Q. And you can do all this by yourself; correct?

14 A. Yeah.

15 Q. Okay. If you had to go to Pasadena from your
16 place of residence, how would you do that?

17 A. Get on the bus.

18 Q. Okay. How many buses would you have to take?

19 A. Two.

10:51

20 Q. And how long would it take?

21 A. I don't know, maybe half an hour, an hour.

22 Q. And what would you do if you had to go to the
23 restroom if you were on the bus?

24 A. I would have to find a restroom to go to.

25 Q. Which means you'd have to get off the bus;

1 correct?

2 A. Yeah.

10:51

3 Q. Then what would you do? Try to find a...

4 A. An accessible restroom.

5 Q. How do you do that?

6 A. Well, I go into a business and see if they
7 have a restroom and, you know, hope that it is accessible
8 and hope that there's nobody sitting in the handicap
9 stall like there usually is.

10 Q. How long can you typically go without having
11 to go to the restroom?

10:52

12 A. That depends on how much liquid I drink.

13 Q. Good answer. Can you tell me if you've been
14 as far as Westwood on the bus or train from your place by
15 yourself?

16 A. Westwood? I might have. That's out there in
17 the valley?

10:53

18 Q. No. It's north of the airport.

19 A. I might have, yeah.

20 Q. When was it?

21 A. I don't remember, sir.

22 Q. Okay. And what is the longest trip that you
23 have taken by yourself on the bus or train?

10:53

24 A. The longest trip I've taken. That would be I
25 think to Palo -- Palo Verde by the beach.

10:53

1 Q. Are you looking at your phone to get some of
2 the answers --

3 A. No, sir.

4 Q. -- that I have asked you?

5 A. (Shakes head.)

6 Q. Because I've noticed you're looking down.

7 A. Well, I mean, I don't know the answers that --
8 that you're going to throw at me, so I wouldn't have them
9 on my phone.

10:54

10 Q. I see. Are you communicating with anyone
11 while you and I are speaking?

12 A. No.

13 Q. So from the standpoint of fatigue, how long
14 can you travel before feeling really tired?

10:54

15 A. I don't know, sir. I don't know. It doesn't
16 really --. You know, it's like a day -- day-to-day thing
17 with me. You know? Sometimes --

18 Q. Do you travel on --? Sorry. You travel on
19 the bus or train for eight hours before -- without
20 experiencing fatigue?

21 A. No. I'm -- I fall asleep a lot. You know, on
22 the train.

10:55

23 Q. When you're on the bus and you need to
24 recline, --

25 A. I recline.

1 Q. -- what do you do?

2 A. I recline.

3 Q. Is there enough room for you to lift your legs
4 up and lower the backrest?

5 A. Yes. I mean, I don't re -- sometimes I don't
6 recline all the way back. You know? I just do it where
7 I feel comfortable. You know? Just do adjust and shift,
8 you know.

10:55

9 Q. So what about a four-hour trip from your
10 house? Is that doable for you without feeling
11 discomfort? That's roundtrip.

12 A. So you -- I mean, I always feel like
13 discomfort. You know? It's just -- I don't know, I...
14 You know, I mean -- I mean, I wake up with -- with back
15 pain. You know, but I don't -- you know, I ignore it.
16 You know, I just ignore it. I just bring it with me.
17 You know, it's time to get up, let's go.

10:56

18 Q. You have me confused because about an hour or
19 two ago I asked you if you had any pain at all, and you
20 said no. And now you're telling me you wake up with
21 pain. So I'm a little bit confused. Can you explain why
22 your answer is a little bit different now?

10:56

23 A. Because -- it's like I tell you, you know, I
24 ignore my pain. I don't -- I don't -- I don't absorb it.
25 So to me it's just an everyday thing, you know.

10:57

1 Q. So tell me about all the pain you have.

2 A. Well, I get my -- my back gets stiff. My arms
3 tighten up when it's cold. You know, or, you know, my
4 cerebral palsy, you know, my muscles will tighten up.
5 And, you know, other than that --

6 Q. What do you do? What do you do when your back
7 hurts? What do you do to alleviate the pain?

8 A. Try to stretch.

9 Q. How do you stretch? Do you do it while seated
10 on the wheelchair or seated on the bed or what?

11 A. On the bed. You know, I -- I try to work out
12 on the bed. You know, I have a dumbbell, and I meditate,
13 you know, and, you know, I exercise with my -- I have a
14 ball that I put between my legs, and I squeeze my legs,
15 you know, depending on -- work on my core muscles so it
16 will help me transfer.

17 Q. So how do you exercise when your muscles
18 tighten up? How do you --? What do you do to stretch?

19 A. I don't know, sir, I -- I don't know. I don't
20 really know the answer to all that.

21 Q. I see. So how often throughout the day do you
22 have to do this?

23 A. I don't know. Depends, you know, on -- on --
24 sometimes my legs, you know, they fall off the -- the --
25 the pedal, and -- and I have to put them back on the

10:57

10:58

10:58

1 pedal and, you know, it's just --

2 Q. How often do you have to stretch throughout
3 the day?

4 A. I don't know, sir. I don't count.

10:59

5 Q. Is it more than five?

6 A. I don't know.

7 Q. More than ten?

8 A. I don't know.

9 Q. More than two?

10 A. I don't -- I really don't -- I don't count,
11 sir.

12 Q. So when you're trying to do your stretching,
13 you said you get on your bed; right?

14 A. If I'm on my bed, yeah. If I'm on the chair,
15 then it's on the chair. It's wherever I'm at.

16 Q. How do you stretch on the chair?

10:59

17 A. I recline, you know, or I'll just, you know,
18 push my -- my -- you know, my back, you know, straight
19 up, you know, in a --. I slouch a lot, so I got to
20 remind myself to not slouch.

21 Q. All right. So when you're at home, is it
22 easier to stretch and relax while you're on your bed?

11:00

23 A. Yeah. Definite.

24 Q. Okay. Very good. So how long can you sit up
25 without feeling discomfort?

1 A. I don't know, pretty much all day. I mean,
2 I -- you know, my back will hurt; but, I mean, I don't
3 know, I mean, I just -- I don't think about it. I'm
4 thinking about it because you're telling me about it. 11:00

5 Q. Okay. So let's talk about your lawsuits.
6 You've sued a number of restaurants; correct?

7 A. Yeah.

8 Q. So can you tell me a year ago today, let's say
9 we're in -- right now in June. A year ago June of 2020,
10 do you recall what restaurants you went to in June of
11 2020? 11:01

12 A. No, sir.

13 Q. What about July of 2020?

14 A. I have a lot of cases, sir. I mean, no. I
15 don't -- no, I -- you know, I don't want to -- I don't
16 want to guess, you know. 11:01

17 Q. So can you recall going to any restaurant
18 between June of 2020 and December of 2020?

19 A. I went to a lot of restaurants.

20 Q. Can you name a few?

21 A. No.

22 Q. Not a single one? I noticed you're looking
23 down. Are you looking down on your phone or is someone
24 helping you with the answers? 11:02

25 A. Sir, I look down all the time. I noticed you

1 look up. Are you reading something up there?

2 Q. So is someone helping you with the answers?

3 A. No.

4 Q. Is that a yes or a no?

5 A. No. I don't need help with my answers, sir.

6 Q. All right. So can you name any restaurant
7 that you went to between June of 2020 and December of
8 2020?

11:02

9 A. Not offhand.

10 Q. Not a single one?

11 A. Excuse me?

12 Q. Not a single one?

13 A. No.

14 Q. All right. Do you have them written down
15 somewhere?

16 A. No. I mean, I send out the cases, you know,
17 the emails, you know, I mean...

11:03

18 Q. I'm sorry, I didn't get that. You send out
19 emails? I don't know what that means.

20 A. Yeah, when I -- when I -- when I send out a --
21 a complaint, I do it through an email. You know, and
22 that's why I -- you know, how I keep track of, you know,
23 and they send me the different documents, you know.

11:03

24 That's how I keep track, you know.

25 You know, I thought I was -- I was here for,

1 you know, the restaurant in -- on Colorado. But you're
2 asking me a bunch of other questions -- you know? -- and,
3 you know, I don't want to guess. You know?

4 Q. Sir, I don't understand what this means about
5 sending an email. So take me through the steps one at a
6 time. What would be the thing that happened to cause you
7 to send an email to whoever it is that you're sending an
8 email to?

11:04

9 A. It's an intake, called an intake. When I --
10 when I -- when -- you know, when I go and -- and I look
11 at a business to see they're compliant and I find that
12 they are not compliant, then I send out an email. It's
13 an intake.

11:04

14 Q. And I'm guessing you're sending this out to
15 whom? Who's getting the email?

16 A. The attorney's office.

17 Q. Okay. Which attorney's office?

18 A. The one that handles my case.

19 Q. What's the name?

20 A. Potter Handy.

11:05

21 Q. Okay. So essentially what you're telling me
22 is when you witness a violation -- right? --

23 A. Yeah.

24 Q. -- okay? -- you immediately send an email to
25 your attorneys; correct?

1 ** MR. SMITH: Ara, I'm going to have to object on this
2 line of questioning. You're getting close to attorney-
3 client privilege.

4 Mr. Garcia, I'd ask you not to answer any of
5 these questions. I've advised you not to answer any of
6 them.

11:05

7 MR. SAHELIAN: I get it, Brad. I'm not asking what
8 he says, just he brought up the mechanism. I'm just
9 trying to get the mechanism established.

10 MR. SMITH: I understand. He said he sends us an
11 email. We all know that. I think anything further,
12 you're getting close to getting into the attorney-client
13 privilege also.

14 MR. SAHELIAN: I get it, Brad. I'm not going to go
15 there.

16 MR. SMITH: I know.

17 Q. BY MR. SAHELIAN: So tell me about how you
18 decide to go to a particular restaurant.

11:06

19 A. How do I decide? I don't know. I just go.

20 Q. I don't know what "I just go" means. So help
21 me out here. You wake up in the morning and you're
22 feeling good. Okay? And you get dressed. How do you
23 decide what restaurant to go to?

11:07

24 A. I'm on the bus, go to the restaurant, I push
25 the button, I get off the -- I get off the bus, and I go

11:07

1 in the restaurant.

2 Q. Okay. So when was the first time that you
3 made the decision to go to a restaurant strictly for the
4 purpose of testing for ADA compliance?

5 A. I don't remember.

6 Q. Was it five years ago?

11:07

7 A. Maybe.

8 Q. Was it ten years ago?

9 A. No.

10 Q. When did you file your first lawsuit?

11 A. About four or five years ago.

12 Q. Okay. And was that a restaurant that you
13 sued?

14 A. I think it was a Walgreens.

15 Q. Why did you sue them?

16 A. I got stuck in the bathroom.

11:08

17 Q. What was the problem?

18 A. The problem was I couldn't -- I can only use
19 one arm, and I need to use it for my -- my wheelchair to
20 move. I pulled up in front of the door, I was in -- I
21 was in the bathroom, I was done using it, I pulled up;
22 and in order for me to open the door, I couldn't open the
23 door because I'm blocking the door because I'm right in
24 front of the door. There was no clearance on the right,
25 not enough clearance on the right, yeah. And --

11:08

1 Q. And that was the first time you filed suit?

2 A. I think so.

3 Q. Okay. And how did you find your attorneys?

4 Was it Yellow Pages, online, how did that happen?

5 A. I don't remember.

6 Q. You have no recollection at all how you found

11:09

7 an attorney?

8 A. No, sir.

9 Q. Did you interview several attorneys?

10 A. No, I think somebody recommended me to him.

11 Q. I see. Okay.

12 A. Yeah.

13 Q. Now do you work with an investigator?

14 A. No.

15 Q. Do you talk to an investigator at all?

11:09

16 A. No.

17 Q. Do you know any of the investigators at Potter

18 Handy?

19 A. Um, I met an investigator the last time when

20 you were supposed to be there, and you weren't there, I

21 met him.

22 Q. What's his name?

11:10

23 A. I don't remember right now.

24 Q. You have no recollection of his name?

25 A. He told me his name. But I -- I might --

1 yeah, I forgot. You know, I'm not that good with -- with
2 names.

3 Q. Can you tell me what he looks like?

4 A. He's an African-American.

5 Q. And how old is he?

6 A. I don't know.

7 Q. Roughly, is he 80 years old or 20?

8 A. I don't know. He could be maybe in his 40s,
9 30s.

11:10

10 Q. Okay. How often do you speak to him?

11 A. That was the only time.

12 Q. Have you spoken to any other investigators
13 relative to your cases?

14 A. No.

15 Q. Do you take any measurements yourself when you
16 go to a restaurant and you find an item that might be out
17 of compliance?

18 A. I do carry a -- a tape measure, you know, to
19 see if it's, you know, comply or something, you know, the
20 bathroom.

11:11

21 Q. What else do you take with you?

22 A. That's it.

23 Q. Okay. What about your phone? Do you have an
24 iPhone?

25 A. I --. Yes, I do.

1 Q. You take pictures with it?

2 A. Sometimes.

3 Q. If you find a compliance issue, would that be
4 a reason for you to take a picture?

11:11

5 A. Yeah.

6 Q. Okay. And where do you keep all these
7 pictures?

8 A. On my phone.

9 Q. Do you transfer them to your laptop or
10 desktop?

11 A. Sometimes I do if it gets too full.

12 Q. And how long do you keep these pictures?

11:12

13 A. I don't know. I -- I don't get rid of them.

14 Q. Very good. So do you have pictures going back
15 five years?

16 A. I'm pretty sure I do.

17 Q. Do you keep a daily log of where you go to?

18 A. No.

19 Q. Do you keep a record of any kind?

11:12

20 A. Just my emails.

21 Q. So besides the photographs, do you take notes
22 when you visit a restaurant, for instance, that you find
23 to be noncompliant?

24 A. No.

25 Q. Well, when you take a measurement, do you

11:13

1 write it down?

2 A. I hardly take measurements. You know, it's
3 pretty much pretty clear, you know, that, you know, it's
4 too high for me, you know? You know.

5 Q. But you carry a tape measure with you?

6 A. Yeah, I do.

7 Q. And you said you use it. So when you do use
8 it, do you jot the figure down somewhere? 11:13

9 A. No, I'll just open the tape measure and take a
10 picture of it.

11 Q. I see. So your photographs are your
12 essentially records of where you've been to; correct?

13 A. Correct.

14 Q. Okay. And you use an iPhone again; correct?

15 A. Yes, sir.

16 Q. Okay. Now, can you tell me if you took any 11:14
17 photographs of any restaurants in the Pasadena area in
18 the last three months?

19 A. In the last three months? Not that I know of. 11:14

20 Q. But if you had to look, you'd be able to go on
21 your phone and check to see if that's correct?

22 A. Yeah.

23 Q. You could do a search on your phone based on
24 location; correct?

25 A. I'm guessing so, yeah.

1 Q. Have you ever done it? 11:15
2 A. Based on location?
3 Q. Correct.
4 A. No.
5 Q. Have you searched for photographs based on the
6 date the photograph was taken?
7 A. Yeah.
8 Q. What about based on the city?
9 A. No.
10 Q. You are aware that you can do that; right? 11:15
11 A. Um, I think you -- yeah, I think so. I mean,
12 it's kind of -- it's kind of confusing though, you know?
13 I guess once I do it a couple times, I get better at it.
14 Q. And how long have you had your iPhone with
15 you?
16 A. Since pretty much when they came out. 11:16
17 Q. So you've had an iPhone for at least five
18 years; correct?
19 A. Yes.
20 Q. And based on the photographs that you've
21 taken, you can go back essentially and find out which
22 restaurant you went to at any time; correct?
23 A. Pretty much so, yes.
24 Q. Did you take any pictures at the Four Cafe? 11:17
25 A. Yes, I did.

1 Q. What pictures do you have of the Four Cafe?

2 A. The pictures of the tables.

3 Q. Where were they located?

4 A. The tables?

5 Q. Yes.

6 A. Outside. 11:17

7 Q. How many pictures did you take?

8 A. A couple.

9 Q. Is that two or five? How many pictures?

10 A. About two or three.

11 Q. Okay. Would you take a look at your phone and

12 tell me how many you have?

13 A. Let me look. 11:18

14 MR. SMITH: Mr. Sahelian. I've sent you the

15 pictures that he took of Four Cafe.

16 MR. SAHELIAN: I'm asking the plaintiff.

17 MR. SMITH: Okay. Just letting you know you have

18 them.

19 MR. SAHELIAN: You can call me Ara, Brad. You don't 11:18

20 have to be that formal.

21 Q. Mr. Garcia, you're currently looking for those 11:19

22 pictures; correct?

23 A. Yes.

24 ** Q. Okay. I tell you what. I'm going to take

25 your word that those pictures are on your phone because

1 it might take you some time to find them. So we can move
2 on with the questioning because I don't want to make
3 everybody wait while you're looking for the pictures.
4 But perhaps you can send us those photographs through
5 your attorneys later once you find them.

11:20

6 So when you are looking for a restaurant, do
7 you go online and do a search before you head out?

8 A. No. You know, I just go out and ride the
9 buses, you know, and I visit different businesses. You
10 know. If I see a business where I might want to buy
11 something or go in there and, you know, buy what I need
12 and -- and I also check to see if they are compliant when
13 I eat, you know, you know. You know?

11:20

14 If they have a table where I can sit and, you
15 know, I'll sit there and, you know, and I'll eat, eat
16 some of my food, you know.

11:21

17 Q. So ordinarily how many restaurants do you eat
18 at during a week?

19 A. I don't know, like two, three.

11:21

20 Q. Is it usually lunch or dinner?

21 A. Um, I usually -- I usually eat half my food,
22 and then I save the rest, and then I eat the rest later
23 on.

24 Q. So is it usually lunch or dinner that you go
25 to restaurants for?

1 A. Lunch or dinner. Both. Either one.

2 Q. Breakfast?

3 A. I mean, if I'm out early enough. You know,
4 I'm usually a night person. I like being out later on
5 during the evening.

11:22

6 Q. And how long have you been dining out for two
7 or three times a week? For a year, two years, five
8 years?

9 A. I don't know, sir. I really don't remember,
10 you know.

11:22

11 Q. Well, currently, in the past 90 days, would
12 you say you've averaged two or three times a week eating
13 out?

14 A. Yeah.

15 Q. Okay. And you have the credit card records to
16 validate that?

17 A. I pay cash a lot of times.

18 Q. Where do you get the cash?

11:23

19 A. I have it.

20 Q. Where do you get it?

21 A. I don't know, from the bank. I mean, I --

22 Q. Which bank?

23 A. Chase.

24 Q. So you go up to the counter and you ask for
25 cash?

1 A. Yeah.

2 Q. Do you usually get \$20 bills, \$100 bills?

11:23

3 What do you usually get?

4 A. 20s.

5 Q. Okay. And how much do you withdraw typically?

6 A. I don't know, a couple hundred.

7 Q. Which location? You said Chase; right?

11:24

8 A. Yes.

9 Q. Which location do you go to to withdraw your
10 cash?

11 A. It's on -- on Figueroa and 56th, I think.

12 Q. So if you were to average it out, how often do
13 you pay by credit card versus cash?

14 A. Maybe -- I don't really like using my credit
15 card. You know, I'd rather have the cash and use my
16 cash.

11:24

17 Q. So what are the percentages of the times?

18 A. I don't know, like 20 percent of the time I
19 use the credit card. 80 percent of the time I'm using
20 cash.

11:25

21 Q. So if you dine out, what, two to three times a
22 week you said and you use cash, so you must withdraw at
23 least a 50 to \$100 a week to cover for your dining
24 pleasure; is that correct?

25 A. I guess. Yeah. I mean, I really don't think

11:26

1 about it.

2 Q. I see.

3 A. You know?

4 Q. And you've been doing this now two or three
5 times a week for, what, the last 90 days at least?

6 A. I'm thinking yeah, I guess. So...

7 Q. You seem to be guessing a lot. Is that
8 because you're struggling remembering things or what?

11:26

9 Why are you guessing so much?

10 A. Well, because you're asking me questions that
11 I -- that, you know, I don't know. You just asking me
12 questions, you know, I thought I'll -- you know, we were
13 going to talk about the -- the case. And you're -- you
14 know, you keep on throwing these left-field questions at
15 me. You know? What does this have to do with the case?

16 Q. It has a lot to do with the case. Your
17 attorney will tell you later. So as far as paying for
18 restaurants, other than paying for cash or other than
19 using credit cards on occasion, do you keep a record of
20 which restaurant you've dined at?

11:26

21 A. Not really. I mean, you know, the regular
22 receipt, they usually just pile up. You know, I mean,
23 you know, it's just -- I don't know.

11:27

24 Q. Where do you keep your receipts?

25 A. I carry a fanny pack, you know? I put it in

1 the fanny pack. They are all crumbled up. So I throw 11:27
2 them away after a while, you know. I don't really keep
3 track of all that.

4 Q. So you would have no way of knowing what
5 restaurant you dined at that you didn't file suit
6 against; is that correct?

7 A. Well, I mean, I'll have my email that I sent 11:28
8 and to file the complaint.

9 Q. So if you decided not to file a lawsuit
10 against a restaurant, would you have a way of remembering
11 which restaurant it was that you dined at?

12 A. Just my memory.

13 Q. Okay. So name five restaurants in the last 90 11:28
14 days that you dined at that you did not sue.

15 A. Okay. Black Angus. Black Angus. Um, think 11:29
16 we went to the Cheesecake Factory. Folario's (phon).

17 Yeah. And Milo's. Mando's Family Restaurant. Rick's 11:29
18 Burger. Taco Bell. 11:30

19 Q. Did you keep a receipt for each of those?

20 A. No, sir.

21 Q. Did you pay by credit card?

22 A. I don't remember if I did. You know? I most 11:30
23 likely paid cash.

24 Q. So can you name one or more restaurants that
25 you've been back to in the last 90 days to verify

1 compliance after filing a lawsuit?

11:31

2 A. I went to --

3 Q. I notice you're looking down. Is there a
4 reason why you're looking down? You're looking at your
5 phone perhaps?

6 A. Sir, do you see where I'm looking? This is my
7 phone here (indicating). Okay? See where I'm looking?
8 (Indicating.) Do you see that? I'm looking that way.
9 My phone's right here. What was the --? What's the
10 issue with the phone?

11:32

11 Q. Your answer?

12 A. I'm not looking at my phone.

13 Q. Your answer as far as the restaurants?

14 A. I'm thinking. I'm trying to think. Should I
15 look like this when I'm thinking? Is that any better for
16 you? I think I went to North Woods Inn.

11:32

17 Q. What else?

18 A. Um, that's all I can remember right now, sir.

11:32

19 Q. That's the only restaurant you've been back to
20 to check for compliance after filing suit; is that
21 correct? Is that your testimony?

22 A. Right now, I'm guessing, you know, that --.
23 For now, yeah, I mean, I -- I don't know there's been
24 others. You know, I haven't -- you know -- I can't
25 remember right now, I mean. You don't want me to guess;

11:33

1 right?

2 Q. So give me the name of every single restaurant
3 that you can think of right now that you have been back
4 to after filing a lawsuit.

5 A. I don't remember, sir.

11:33

6 Q. I noticed you're uncomfortable in your chair.
7 Did you need a break?

8 A. No. But, you know, my legs are stiffening up
9 a little.

10 Q. Why don't we take a ten-minute break, and
11 we'll be back.

12 A. Sir. I wanted to ask. I'm not allowed to
13 look down?

14 Q. That's a discussion you'll have to have with
15 your attorney. I can't answer that question.

16 Okay. We're going to take ten minutes.

11:34

17 (Recess.)

11:47

18 Q. BY MR. SAHELIAN: Mr. Garcia, I believe you
19 took a trip to the Four Cafe with your attorney a few
20 days ago; correct?

21 A. Yes.

22 Q. Okay. And I believe you arrived there with
23 your attorney, she went in, there was an investigator
24 there, and he went in as well. But you stayed out; is
25 that correct?

11:47

1 A. Yes.

2 Q. And you had no interest in going in. Can you
3 tell me why?

4 A. No.

5 Q. Why didn't you go in?

6 A. I don't know. I didn't. I wasn't asked to go
7 in. Was I supposed to go in?

11:48

8 Q. Why did you think you went to the restaurant?

9 A. Excuse me?

10 Q. Why did you think you were going back to the
11 restaurant?

12 A. Why did I think I was going back to the
13 restaurant. I don't understand that question.

14 Q. All right. So you went back to the Four Cafe
15 a few days ago; correct?

16 A. I don't know about a few days. It was like
17 maybe couple weeks ago.

11:48

18 Q. All right. In your mind, what did you think
19 the purpose was of going back?

20 A. I don't know. It was part of a -- like a
21 walk-through or something, you know, and that was my
22 first walk-through, and I remember they were trying to
23 take pictures of me and trying to talk to me, and you
24 were supposed to be there. And you weren't.

11:49

25 Q. Mr. Garcia --

1 A. It was because of you.

2 Q. So what did you think in your mind was the
3 purpose of you being there?

4 A. Because I had to be there. Because you wanted
5 me there.

6 Q. I see. So did you have any interest in going
7 in and checking to see if the bathroom facilities were
8 compatible for your needs?

11:49

9 A. On that day? No, I was there -- I was there
10 because you wanted me there.

11 Q. So you had no interest at all to see if you
12 could use the bathrooms or not? Is that your answer?

13 A. I didn't have to use the restroom, sir.

14 Q. Okay. I see. But you had no interest in
15 knowing that sometime in the future you might need to use
16 the restroom perhaps on your next trip to the restaurant?

11:50

17 A. Well, you don't have a case against them
18 once -- once -- you know, once the -- the barriers are
19 fixed, then I intend to go back, you know, to check and,
20 you know, they are fixed.

21 But, I mean, you know, I wasn't there to dine.
22 I was there because you wanted me there.

23 Q. So who told you that there were barriers at
24 the restrooms?

11:50

25 A. You talking about right now?

1 Q. No. I said on that day, did anybody tell you
2 that there were barriers at the restroom?

3 A. You didn't say that.

4 MR. SAHELIAN: Madam Court Reporter, could you read
5 the question, please.

11:51

6 (The record was read as follows:

7 "So who told you that there were barriers at
8 the restrooms?")

11:50

9 MR. SMITH: I'm going to object to attorney-client
10 privilege. Actually I wasn't there, but this attorney
11 and Mr. Garcia had a conversation. I'll object to that
12 extent.

11:51

13 Q. BY MR. SAHELIAN: Your answer?

14 A. Can you repeat the question?

11:51

15 THE REPORTER: You want me to read again?

16 MR. SAHELIAN: Please.

17 (The record was read as follows:

18 "So who told you that there were barriers at
19 the restrooms?")

11:50

11:52

20 MR. SMITH: Again, Mr. Garcia, I'm objecting. I
21 wasn't there. You were told by an attorney that there
22 were barriers in the restroom, you have to answer this
23 question.

24 THE WITNESS: I don't have to answer, I'm not going
25 to answer you.

11:52

1 MR. SMITH: All right.

2 Q. BY MR. SAHELIAN: Did you know whether there
3 were barriers at the restroom or not?

4 A. No, I -- no, I didn't go in.

5 Q. Were you at all interested to find out whether
6 there were barriers at the restroom?

7 A. On that particular day, I was there because I
8 was supposed to be there. I wasn't there to inspect the
9 restrooms. I wasn't thinking that. I was just there
10 because you wanted me there, and I was being harassed.
11 People -- the owners wanted to speak to me. And, you
12 know, the whole time, you know, you -- I thought you were
13 going to be there. You weren't there. So I don't know.

11:52

14 You know what I mean? You're very tricky guy.

11:53

15 THE REPORTER: I'm sorry, very what?

16 THE WITNESS: A tricky guy. He's a tricky guy.

17 MR. SAHELIAN: Madam Court Reporter, could you
18 please ask that question one more time.

19 (The record was read as follows:

20 "Were you at all interested to find out
21 whether there were barriers at the restroom?")

11:52

22 THE WITNESS: I answered that already.

11:53

23 Q. BY MR. SAHELIAN: Is that the --? The
24 question calls for a yes or no answer. So is it a yes or
25 a no?

11:53

1 A. Yes.

2 Q. Okay. So if you were interested, why didn't
3 you go in to check out the bathrooms?

4 A. That's not what I was there for.

5 Q. Were you interested at all to see if the, for
6 instance, the indoor dining was suitable for your
7 wheelchair?

11:54

8 A. At the moment, I was just there because I was
9 supposed to be there. I wasn't -- my interest wasn't
10 really --. I don't know. You know what I mean? I
11 wasn't there to dine, I wasn't there, you know, looking
12 for -- I mean, there was an investigator there, you know,
13 so he was doing the job, you know, so I wasn't thinking
14 about all that.

15 Q. Were you not at all curious as to whether the
16 bathrooms were suitable for your wheelchair?

11:54

17 A. I really don't remember. You know, I was
18 curious.

19 Q. Did you not want to know at all whether the
20 bathrooms were suitable for your wheelchair?

21 A. I always want to know that.

11:55

22 Q. All right. So how did you think you were
23 going to find out without going inside?

24 A. Sir, I wasn't there for that.

25 Q. That wasn't my question. Madam Court

1 Reporter, could you please ask the question again. 11:55

2 (The record was read as follows:

3 "Did you not want to know at all whether the 11:55
4 bathrooms were suitable for your wheelchair?

5 "Answer. I always want to know that. 11:55

6 "Question. All right. So how did you think
7 you were going to find out without going
8 inside?")

9 Q. BY MR. SAHELIAN: Your answer. 11:56

10 A. I wasn't there for -- I wasn't there for that.
11 I was there with my attorney. They were doing the -- the
12 walk-through, and that's what I was there for. Okay?

13 Q. So how do you propose to find out whether the
14 bathrooms at the Four Cafe are suitable for your 11:56
15 wheelchair?

16 A. Once my attorneys let me know that, you know,
17 the barriers have been, you know, fixed, then, you know,
18 I'll go back and check.

19 Q. Did somebody tell you that the barriers were
20 not fixed?

21 A. No.

22 Q. So how do you know that there are barriers
23 there?

24 A. Well, I mean, the tables were the main 11:57
25 complaint.

1 Q. The subject is the bathrooms. Did somebody
2 tell you there are barriers in the bathrooms?

3 ** MR. SMITH: Objection if it calls for attorney-
4 client privilege -- again I wasn't there -- it was
5 attorney conversation, so object to that extent.

6 Mr. Garcia, if you had a conversation about
7 the bathrooms with an attorney, you don't have to answer 11:57
8 that question.

9 THE WITNESS: Okay. I don't have to answer that
10 question, sir.

11 Q. BY MR. SAHELIAN: So did you in your mind, in
12 your mind, did you believe that there were barriers at
13 the bathroom?

14 A. In my mind?

15 Q. Yes.

16 A. In my mind, um, yeah, I believe that there 11:58
17 were barriers in the bathroom.

18 Q. Okay. List the barriers that in your mind you
19 thought existed at the bathroom on that day.

20 ** MR. SMITH: Objection, calls for speculation.

21 Mr. Garcia, to the point you're going to have to guess or
22 speculate on that, you don't have to answer. 11:58

23 THE WITNESS: Okay. No answer.

24 Q. BY MR. SAHELIAN: So you have absolutely no
25 idea as to what barriers existed on that day in the

1 bathrooms at the Four Cafe; is that your testimony?

2 A. Yes, it is.

3 Q. And so not knowing what barriers existed,
4 didn't you want to find out whether there were any
5 barriers?

11:58

6 A. I always want to find out.

7 Q. So why didn't you go in?

8 A. Because the owners there were trying to talk
9 to me.

10 Q. Which owner?

11 A. I don't know. It's some people that came out
12 of that restaurant that work there that, you know, they
13 wanted to talk to me.

11:59

14 Q. Really? Okay. What did they look like?

15 A. I don't --

16 Q. What was his name? Did you ask him?

17 A. No. My attorney told me not to talk to them.

18 Q. Okay. So --

19 A. He wasn't supposed to be talking to me, and
20 you were supposed to be there representing him.

21 Q. So who talked to you?

22 A. I was talking to my attorney. That's it.

23 Q. Okay. So who tried to talk to you at the Four
24 Cafe?

11:59

25 A. Some man. I don't know --

1 Q. Okay.

2 A. -- who he was, what he looked like, you know,
3 some man.

4 Q. You don't have a recollection of what he
5 looked like?

6 A. I didn't even look his way. I didn't even
7 look his way. You know, my attorney told me --

8 Q. (Simultaneous dialog.)

9 A. My attorney told me not to talk to him, so I
10 just looked away.

11 Q. So what did he look like?

12 A. I wasn't looking at him.

13 Q. What did he tell you?

14 A. He wanted to talk to me, and my attorney start
15 to -- told me not to talk to him. And -- and he was
16 saying that we're going to go to court. And are the
17 barriers, you know, fixed for you?

12:00

18 Q. So what did he ask you exactly or tell you?

19 A. I don't remember.

20 Q. You don't remember what he liked like, you
21 don't remember what he said. So tell me what exactly do
22 you remember?

23 A. I remember there was a man that came out of
24 the restaurant wanting to talk to me. My attorney told
25 me not to talk to him, so I didn't even look his way, and

12:01

1 he was making a big fuss, he was making a big scene,
2 wanting to talk. Another man came out of the restaurant
3 and snapped a picture of me. And I remember my attorney 12:01
4 talking to you, wanting to know why you weren't there.

5 Q. So you have no recollection of exactly what he
6 said to you; correct?

7 A. Correct.

8 Q. Not even a sentence?

9 A. Not even a sentence.

10 Q. Is that because you have an impaired memory?

11 A. I don't know. 12:01

12 Q. How would you rate your memory as? Would you
13 say your memory is good or better than average or less
14 than average?

15 A. I think it's good.

16 Q. It's good. So how do you explain the fact
17 that you cannot remember what you describe to be a 12:02
18 traumatic experience in front of a restaurant where
19 people allegedly harassed you? You seem to have no
20 recollection as to exactly what was said to you and who
21 said what.

22 MR. SMITH: Objection --

23 Q. BY MR. SAHELIAN: How do you explain that?

24 ** MR. SMITH: Objection as far as misstating the
25 facts. Mr. Garcia, for the facts that were misstated, if 12:02

1 it makes you so you can't answer that question, you don't
2 have to answer it. You can ask for clarifying questions.

3 THE WITNESS: Okay. I -- I don't want to answer
4 you.

5 Q. BY MR. SAHELIAN: So you can't tell me a
6 single sentence this man told you; correct?

7 ** MR. SMITH: Objection, asked -- hold on. Objection,
8 asked and answered. Mr. Garcia, without going around and
9 around, you've answered that question already. You don't
10 have to answer it.

11 THE WITNESS: Okay.

12:03

12 Q. BY MR. SAHELIAN: Do you remember anything he
13 told you? Anything at all?

14 MR. SMITH: Same objection. Asked and answered.

15 Q. BY MR. SAHELIAN: Your answer, Mr. Garcia?

16 A. Yeah, I don't have to answer; right?

17 MR. SMITH: If you've already answered it, you don't
18 have to, no.

19 THE WITNESS: Okay.

20 Q. BY MR. SAHELIAN: As you sit here today,
21 Mr. Garcia, do you have any knowledge of the condition of
22 the bathrooms at the Four Cafe?

23 A. I've never been in there.

12:04

24 Q. That wasn't my question. Madam Court
25 Reporter, kindly read the question.

1 (The record was read as follows:

2 "As you sit here today, Mr. Garcia, do you 12:03
3 have any knowledge of the condition of the
4 bathrooms at the Four Cafe?")

5 THE WITNESS: Of the conditions of the bathrooms at 12:04
6 the Four Cafe. Just don't -- on the -- the -- I don't -- 12:04
7 I forgot what it's called but what the -- what the
8 investigator found.

9 Q. BY MR. SAHELIAN: Which investigator?

10 A. Investigator that went out there.

11 Q. What's his name? 12:04

12 A. I don't know.

13 Q. What does he look like?

14 A. Well, the investigator that was out there when
15 I was out there, he was African-American and really nice
16 guy.

17 Q. So what did he tell you?

18 MR. SMITH: Objection, attorney-client privilege.

19 MR. SAHELIAN: I don't --

20 ** MR. SMITH: You don't have to answer that.

21 MR. SAHELIAN: I don't think so, Mister -- Mister
22 Brad. I don't think so. 12:05

23 MR. SMITH: Well, we can disagree on that.

24 MR. SAHELIAN: The investigator is not an attorney
25 at all. And there's no privilege if there was a

1 discussion that took place. Not at all.

2 MR. SMITH: It's --

3 MR. SAHELIAN: We can take this up with the
4 Magistrate Judge, but there's no attorney-client
5 privilege.

6 ** MR. SMITH: We disagree with that. We'll take it up
7 with the Magistrate. Mr. Garcia, you don't have to
8 answer that question.

9 Q. BY MR. SAHELIAN: All right. So as you sit
10 here today, do you know the height of the paper towel
11 dispenser in both of the restrooms at the restaurant?

12:05

12 A. No.

13 Q. As you sit here today, do you know what the
14 height of the mirror, both mirrors are in both bathrooms
15 at the restaurant?

16 A. The exact height? No.

12:06

17 Q. As you sit here today, do you know if the grab
18 bars behind and on the side of the toilet are within 33
19 and 36 inches off the finish floor?

20 A. No, I don't, sir.

21 Q. As you sit here today, do you know if the soap
22 dispenser is within 40 inches of the finish floor?

23 A. No.

24 Q. As you sit here today, do you know if the
25 drainpipe is insulated in either of the bathrooms?

12:07

1 A. No.

2 Q. As you sit here today, do you know if the
3 forces required to open the bathroom doors exceeds five
4 pounds?

5 A. No, sir.

6 Q. As you sit here today, do you know if the
7 toilet seat dispensers are within reach for a wheelchair
8 user?

12:07

9 A. No.

10 Q. As you sit here today, do you know if the
11 flush controls in either restroom are on the open side of
12 the toilet?

13 A. Um, I believe the investigator found that the
14 flush control was against the wall.

15 MR. SAHELIAN: Well, Brad, he just waived the client
16 privilege.

12:07

17 MR. SMITH: Actually I believe he said that he
18 believes. I think that was just speculation.

19 MR. SAHELIAN: I see.

20 MR. SMITH: Mr. Garcia, if you have to answer these
21 questions, just make sure that they are accurate and not
22 based upon a belief.

23 THE WITNESS: Okay.

24 MR. SMITH: On your actual knowledge.

25 Q. BY MR. SAHELIAN: So when you filed this

1 lawsuit, Mr. Garcia, against the Four Cafe, did you have 12:08
2 any knowledge of the condition of the bathrooms?

3 A. No.

4 Q. None at all?

5 A. No.

6 Q. Did you read the lawsuit at all?

7 A. Yeah.

8 Q. You did? Do you have difficulty reading? 12:08

9 A. No.

10 Q. Would you say you're able to read at the same
11 level as someone with a 10th grade education?

12 A. I struggle with reading. I do struggle a
13 little with reading. 12:09

14 Q. So when it comes to this case, before the
15 lawsuit was filed, did you read the lawsuit, the
16 Complaint?

17 A. Yeah.

18 Q. And you went through every page?

19 A. Not every page, but I went through what the
20 investigator had found and what my complaints were.

21 Q. What page was that on?

22 A. I don't remember what page it was on. 12:09

23 Q. And what did it say?

24 A. Um, well, I talked about there was some chairs
25 piled up in the bathroom.

1 Q. What else?

2 A. And I think the mirror was too high.

3 Q. What else?

12:10

4 A. And the toilet seat was too high.

5 Q. It's interesting that you now have a
6 recollection when you didn't a while ago.

7 A. Is it?

8 Q. How do you --? What do you attribute that to?

9 A. Well, probably because you're asking me it.

12:10

10 Q. I see. And tell me, were you not interested
11 at all on the day you went there to see if the chairs
12 were still in the bathroom?

13 A. I was there because you wanted me there. You
14 weren't there. And it just -- everything just changed
15 around. I mean, why weren't you there?

16 MR. SAHELIAN: Madam Court Reporter, could you ask
17 that question again?

12:11

18 (The record was read as follows:

19 "And tell me, were you not interested at all
20 on the day you went there to see if the chairs
21 were still in the bathroom?")

12:11

22 THE WITNESS: I wasn't thinking about that.

12:11

23 Q. BY MR. SAHELIAN: Why not?

24 A. Because the investigator was there. I mean, I
25 don't know.

1 Q. Did you have any interest in finding out 12:11
2 whether you could get your wheelchair into the bathroom
3 to see if you could make your way around the bathroom and
4 use it?

5 A. I always have that interest.

6 MR. SAHELIAN: That wasn't my question. Madam Court
7 Reporter, could you ask the question again please. 12:12

8 (The record was read as follows:

9 "Did you have any interest in finding out 12:11
10 whether you could get your wheelchair into the
11 bathroom to see if you could make your way
12 around the bathroom and use it?")

13 MR. SMITH: And, Mr. Sahelian, are you asking that
14 question again?

15 MR. SAHELIAN: The question is before the witness.

16 MR. SMITH: I believe --. Then I'll object. I
17 believe he's asked and answered on that one.

18 MR. SAHELIAN: What was his answer?

19 MR. SMITH: He always has that interest.

20 Madam Clerk, would you read that back? Madam 12:12
21 Reporter. I'm sorry.

22 THE REPORTER: I'm not sure what you want me to
23 read.

24 MR. SMITH: Mr. Sahelian's original question,
25 Mr. Garcia's answer to that. 12:13

1 THE REPORTER: I'm not sure what you need me to
2 read. Sorry.

3 MR. SMITH: No worries. I'll just make the
4 objection.

5 Mr. Garcia, you can answer that.

6 THE WITNESS: Do I have to answer that?

7 MR. SMITH: Yeah, I believe it is the same now. It
8 will be the same answer you had before.

9 THE WITNESS: Yeah, I'm -- yeah, I'm always
10 interested in that.

11 Q. BY MR. SAHELIAN: So if you're always
12 interested, why didn't you go in to see?

13 A. I don't know, sir.

12:13

14 Q. Did you go inside at all to see if the service
15 counter was suitable for your wheelchair?

16 A. No, I didn't.

17 Q. Have you been to the Four Cafe since you filed
18 suit other than this one incident?

12:14

19 A. No, sir.

20 Q. When do you plan to go back?

21 A. Soon as my attorneys tell me that the barriers
22 have been fixed.

23 Q. Has anybody told you that the barriers have
24 not been fixed?

25 MR. SMITH: Objection to the extent that that calls

1 for attorney-client privileged information. And,
2 Mr. Garcia, if anyone other than your attorney has told 12:15
3 you the barriers have been fixed, you can answer that
4 question.

5 THE WITNESS: Yeah. No. No one's told me.

6 Q. BY MR. SAHELIAN: Has anybody told you that
7 there are barriers as you sit here today that still exist
8 at the bathrooms at the restaurant?

9 MR. SMITH: Same objection, attorney-client
10 privilege. Mr. Garcia, if anyone besides one of your 12:15
11 attorneys has told you that information, you may answer
12 that question.

13 THE WITNESS: No one else has told me anything.

14 Q. BY MR. SAHELIAN: In your mind, as you sit
15 here today, do you believe there are barriers that exist
16 at the bathrooms at the restaurant?

17 A. Yes.

18 Q. And what are they?

19 A. Well, no, strike that. I change my -- my 12:16
20 question out loud -- my answer on that.

21 I don't really know. The barrier I found were
22 the tables. You keep taking into the bathroom. Okay? 12:16
23 So, you know, that's all I could tell you.

24 MR. SAHELIAN: Madam Court Reporter, could you ask
25 my question again, please. 12:16

1 (The record was read as follows:

2 "In your mind, as you sit here today, do you 12:15
3 believe there are barriers that exist at the
4 bathrooms at the restaurant?

5 "Answer. Yes.

6 "Question. And what are they?")

7 THE WITNESS: The toilet's too high, the mirror's 12:17
8 too high, the handle to the toilet is on the wrong side.
9 And I don't know if the chairs are still in there.

10 Q. BY MR. SAHELIAN: And you believe all those
11 barriers exist as you sit here today?

12 A. No. I don't -- I don't believe that they
13 exist today. Okay? They might have been fixed. As of 12:17
14 now. Who knows?

15 Q. Okay. So you're not sure therefore whether
16 barriers exist today at all?

17 A. I don't know if they fixed them.

18 Q. I'm asking you.

19 A. Well, how am I supposed to know if I'm not 12:17
20 there?

21 Q. I see. So on the day you were there, did you
22 know one way or the other whether barriers still existed
23 at the bathrooms or not on the date of your visit?

24 MR. SMITH: Which -- objection, which visit? The
25 original visit?

1 Q. BY MR. SAHELIAN: Your second visit. With
2 your attorney.

3 MR. SMITH: Okay.

4 THE WITNESS: I don't really know, sir.

12:18

5 Q. BY MR. SAHELIAN: So on the day you visited
6 the restaurant with your attorney, you had no idea
7 whether the barriers existed still at the restaurant
8 bathrooms or not; correct?

12:18

9 A. Correct.

10 Q. Okay. And you had no interest at all in going
11 in to find out. Is that your testimony?

12 A. I had no interest at all. Yeah.

12:19

13 Q. You had no interest at all on that day to see
14 whether the restrooms had barriers or not; is that your
15 testimony?

12:19

16 A. I wasn't there for that. I wasn't there to
17 check the bathrooms. So how could my interest be to
18 check the bathrooms if I wasn't there to check the
19 bathrooms?

20 Q. Did you read the First Amended Complaint that
21 you filed?

12:20

22 A. I think so.

23 Q. Okay. How would you know if you read the
24 First Amended Complaint?

25 A. Excuse me?

1 Q. How would you know if you read the First
2 Amended Complaint or not?

3 A. I would read it.

4 Q. Okay. What barriers did the First Amended
5 Complaint list?

12:20

6 A. The ones I told you earlier.

7 Q. Which were what?

8 A. The chairs, the --

9 Q. And where were the chairs located?

10 A. They were located -- I'm not sure right now,
11 sir.

12 Q. Okay.

13 A. Think they were in the bathroom or -- or maybe
14 blocking the door or something.

12:21

15 Q. What else?

16 A. The toilet seat was too high, mirror was too
17 high.

18 Q. The toilet seat was too high? Okay. The
19 mirror was too high. What else?

20 A. And the -- the -- the -- what do you call it?
21 The -- the -- you know, the little thing to flush the
22 toilet was on the wrong side. It was against the wall.

23 Q. Okay. Fair enough. Which restroom were these
24 violations found in?

12:21

25 A. I read it, but I don't remember right now.

1 But I did read that.

2 Q. So you knew there were violations that the
3 Complaint listed in reference to one of the bathrooms.
4 You were aware of that on your visit recently with your
5 attorney to the restaurant; correct?

12:22

6 A. Yeah, I guess. Yeah.

7 Q. Okay. And you had no curiosity --

8 A. (Simultaneous dialog.)

9 Q. I'm sorry? And you had no curiosity in
10 finding out whether these items were addressed or not at
11 all?

12 A. (No response.)

12:22

13 Q. Are you reading something, Mr. Garcia?

14 A. No, I'm not reading something.

15 Q. Are you reading something?

16 A. No. I'm thinking. I'm thinking to -- you
17 know, I'm listening to your question. I'm thinking.

18 Q. So I'll ask you again. You had no curiosity
19 in finding out whether these issues were addressed or not
20 on the date of your visit?

12:23

21 A. I mean, I'm always curious about that. You
22 know? Like, you know, I didn't know I was supposed to go
23 in there. You know? That was my first time doing that.
24 You know? So I was kind of -- it was new to me.
25 Everything was new to me, you know, and -- and -- and you

1 were supposed to be there so that you could talk to your
2 client, you know, which you weren't. So your client was
3 out there trying to talk to me.

12:23

4 Q. So, Mr. Garcia, is there somewhere in the
5 complaints that you write where you say you want to come
6 back and repatronize a particular business or a
7 restaurant?

8 A. Yeah. I think.

9 Q. You think?

10 A. Can you repeat that?

11 Q. Yeah. Is there a clause or a sentence or a
12 paragraph in each of the complaints that you file in
13 State Court or Federal Court that states that you want to
14 come back and you want to return to the restaurant and
15 dine, but you're prevented from doing so because of
16 barriers; correct?

12:24

12:24

17 A. Right.

18 Q. Okay. So were you not interested at all to
19 find out if those barriers still existed?

20 A. I already answered that, sir.

21 Q. Okay. I don't know what your answer is. You
22 gave me multiple answers, each one a different version of
23 "I don't know." So do you know or don't you know?

12:25

24 MR. SMITH: Objection, misstates the witness. I
25 believe he's answered this question before.

1 Q. BY MR. SAHELIAN: What was your answer?

2 MR. SMITH: We can have -- we have it on the record.
3 Madam Court Reporter can read it back.

4 MR. SAHELIAN: Well, can you tell me, counsel,
5 because I've gotten seven different versions of this
6 answer.

7 MR. SMITH: Let's go through the report and see what
8 the seven different versions are.

9 MR. SAHELIAN: No, I think we'll continue.

10 Q. So what does that mean to you, Mr. Garcia,
11 when in the Complaint it says you are being deterred from 12:25
12 patronizing a particular business? In your mind, what
13 does that mean to you?

14 A. What that means to -- what it means to me is
15 that they're -- they're in business and they're serving
16 the public, but yet there's a barrier there where I can't
17 get the same service. 12:26

18 Q. And did your investigator tell you that there
19 were barriers at both restrooms or just one?

20 MR. SMITH: Objection.

21 THE WITNESS: My --

22 ** MR. SMITH: Attorney-client privilege. Mr. Garcia,
23 you don't have to answer that question.

24 MR. SAHELIAN: Is your investigator, Mr. Smith, a 12:26
25 licensed lawyer?

1 MR. SMITH: Wait. Can you ask that question again?

2 MR. SAHELIAN: Yeah. Is your investigator an
3 attorney?

4 MR. SMITH: Mr. Garcia, if you know that, you can
5 answer it.

6 MR. SAHELIAN: You're the one that made the
7 objection, Mr. Smith. Was your investigator an attorney?

8 MR. SMITH: I don't believe we're here for my
9 deposition. I'm not going to answer questions,
10 Mr. Sahelian.

12:27

11 MR. SAHELIAN: You're the one making an objection.

12 MR. SMITH: I've advised my client not to answer.
13 If he knows if the investigator's an attorney or not, he
14 can answer it.

15 MR. SAHELIAN: You're making an objection, claiming
16 that the attorney-client privilege applies when it comes
17 to a conversation between Mr. Garcia and the
18 investigator, (simultaneous dialog) --

19 MR. SMITH: Yes, and my --

20 MR. SAHELIAN: Let me finish. And I'm just asking
21 you a very simple question and that is: Is your
22 investigator a licensed attorney, yes or no?

12:27

23 MR. SMITH: And I believe we're not here for me to
24 answer questions.

25 MR. SAHELIAN: Well, you made the objection, so you

1 need to back it up.

2 MR. SMITH: I have made the objection, attorney-
3 client privilege. I've advised my client not to answer.
4 He can take my advice or not.

5 MR. SAHELIAN: Can you cite me a single case in
6 which a nonattorney can have client privilege with a
7 party litigant?

8 MR. SMITH: Again, I've made my objection. I've
9 advised my client not to answer, and we can move on, if
10 he chooses not to answer.

12:28

11 MR. SAHELIAN: Well, all right. Well, I guess this
12 is one where we're just going to have to take up with the
13 Court.

14 Q. So, Mr. Garcia, typically before a Complaint
15 is filed, as in the one before the Court here, the Four
16 Cafe, do you get a copy of it?

17 A. Yes.

18 Q. And how much time do you get to read it?

19 A. Long as I want, I guess.

12:29

20 Q. Okay. Do you have to approve it before it's
21 filed?

22 A. Um, I think I got to sign it, yeah.

23 Q. You sign the Complaints; right?

12:29

24 A. Yeah.

25 Q. Those Complaints that are filed in Federal

1 Court, you sign each one of them; right?

2 A. Yeah.

3 Q. Okay. And you sign them before they are
4 filed; correct?

5 A. Okay, yeah.

6 Q. And you go through each and every paragraph?

7 A. Um, I try to.

12:29

8 Q. Okay. Would there be a reason why you
9 wouldn't want to go through each and every paragraph?

10 A. No.

11 Q. So when it comes to the Four Cafe lawsuit,
12 you've read every single paragraph in that Complaint;
13 correct?

14 A. (No response.)

12:30

15 Q. You're hesitating. You don't remember?

16 A. I'm thinking, sir. You know, I get a lot of
17 paperwork. You know, and I read a lot. And you're
18 asking me if I read every single paragraph. You know,
19 so, I mean, I'm trying to answer honestly to you, but,
20 you know, I see in your face that that's not helping.

12:30

21 So I think I read pretty much, you know --. I
22 mean, I remember reading, you know, the barriers and
23 stuff, you know. I don't remember reading the whole
24 thing, you know. So I can't like tell you every single
25 thing in there.

12:31

1 Q. So is there somewhere on there in the
2 Complaint that says that you want to come back and dine
3 at that restaurant?

4 A. Yeah. Yeah.

5 Q. You remember reading that?

12:31

6 A. Yeah, I think I did.

7 Q. For sure?

8 A. Yeah.

9 Q. And that you couldn't go back because there
10 are barriers that exist; correct?

11 A. Yeah.

12 Q. Okay. So when did you plan to go back?

12:32

13 A. As soon as my attorneys tell me it's fixed.

14 Q. And so far, your attorneys have not?

15 ** MR. SMITH: Objection, calls for attorney-client
16 privilege. Mr. Garcia, you don't have to answer that.

17 MR. SAHELIAN: Yeah.

18 Q. So you haven't visited the restaurant other
19 than the time you were there with the -- with your
20 attorneys; correct?

21 A. Correct.

22 Q. So as we sit here today, have you made plans
23 to revisit the restaurant?

12:32

24 A. Not until my attorneys let me know.

25 Q. Okay. Is there a particular barrier right

1 now -- as we sit here, is there a particular barrier that
2 is preventing you from going back to the restaurant?

3 A. I have a case against them. You know?

4 Q. That wasn't my question. My question is: Is
5 there a barrier right now as we sit here today that
6 prevents you from going back to the Four Cafe?

12:33

7 A. I don't really understand that question. Can
8 you --

9 Q. All right. Is there a particular violation of
10 the Americans with Disabilities, architectural or
11 accessibility guidelines as we sit here today that
12 prevents you from going back to the Four Cafe?

12:33

13 A. I really don't understand that question, sir.

14 Q. Okay. Is there anything at the restaurant in
15 terms of any barrier that prevents you from going back to
16 the restaurant today?

12:34

17 A. I don't know. I'm not over there.

18 Q. So what would prevent you from going back to
19 the restaurant and eating there?

20 A. Well, you know, for one thing, the -- the --
21 the tables on the outside, you know, there's no table I
22 can sit out and eat.

23 Q. You know that for sure now, that there's no
24 (simultaneous dialog) --

25 A. No, I don't know that. I don't know what's

1 over there. I've already told you that.

12:34

2 Q. When you were there, was there an accessible
3 table outside for you?

4 MR. SMITH: Objection as to ambiguity for the word
5 "there." Is that the first visit or the second visit?

6 Q. BY MR. SAHELIAN: On the visit with your
7 attorneys.

8 A. I think they -- I think they have a table out
9 there.

10 Q. Okay. So why aren't you going back to the
11 restaurant to eat?

12 A. I already told you.

12:35

13 Q. So there's an accessible table there, you saw
14 it with your own two eyes, so what's preventing you from
15 going back to the restaurant to eat?

16 A. I still have a case with them, you know, I
17 mean --

18 Q. What has that got to do with it?

19 A. I don't know.

12:35

20 Q. Where does it say just because you have a case
21 with a restaurant you can't go back and eat there? Did
22 you read that somewhere?

23 A. No, I -- I mean, you know, I'm, you know,
24 waiting till we settle the case, and then I'm going to go
25 back there. I'm going to let a little time go by so

1 that, you know, I mean, they're -- they -- they are angry
2 over there.

12:36

3 Q. All right. So how many restaurant cases have
4 you settled?

5 A. I'm not sure.

6 Q. Is it over five?

7 A. I don't think so.

8 Q. In your entire time of being a plaintiffs'
9 attorney in ADA law -- strike that.

10 In your entire time of being a plaintiff in
11 ADA lawsuits, you don't recall if you settled more than
12 five cases against restaurants?

12:36

13 A. Five cases?

14 Q. Correct.

15 A. Yeah, I have.

16 Q. Okay. How about ten?

17 A. Yeah.

18 Q. How about 20?

19 A. Maybe. Yeah.

20 Q. You're not sure?

21 A. Not sure. I have a lot of cases, not just
22 with restaurants.

23 Q. Okay. How many cases have you filed in the
24 last say three, four years?

12:37

25 A. More than 500.

1 Q. Okay. So you don't think 20 or more are
2 restaurants?

3 A. It could be.

4 Q. You're not sure?

5 A. I'm not sure, sir.

6 Q. Okay. Tell me which cases -- strike that.

7 Name the restaurants that come to mind that you've 12:37
8 settled with. That you've sued and settled with.

9 A. Okay, I know that it was North Woods. Um,
10 Baja Fresh was another one. Pepe's Chicken. That's what 12:38
11 I can -- that's what come to mind right now, sir.

12 Q. Nothing else?

13 A. At the moment, no.

14 Q. Out of the 600 lawsuits that you've filed,
15 those are the only three restaurants that you recall ever 12:38
16 having settled with; is that correct? Is that your
17 testimony?

18 A. At the moment, sir, yes.

19 Q. Okay. So when did you settle North Woods?
20 What year?

21 A. I don't remember.

22 Q. Was it after the U.S. Civil War or before?

23 A. (No response.) 12:39

24 Q. Was it after 2015?

25 A. I think so.

1 Q. Was it after 2018?

2 A. I'm not sure.

3 Q. You're not sure. Okay. So it could be before
4 2018?

5 ** MR. SMITH: Objection, calls for speculation.

6 Mr. Garcia, to the extent that you have to speculate on
7 this date, don't answer the question.

8 THE WITNESS: Okay.

9 Q. BY MR. SAHELIAN: So when did you go back to
10 revisit North Woods after you settled the case?

12:39

11 A. It's been maybe about seven months ago.

12 Q. Okay. Did you have a record, a receipt, or a
13 credit card receipt or a regular --

14 A. No, I don't.

15 Q. -- (simultaneous dialog) receipt?

16 A. No, sir.

12:40

17 Q. You didn't. Do you have any record of being
18 there? How about a photograph of you being there?

19 A. No, sir.

20 Q. Do you have any evidence at all that you went
21 back to North Woods?

22 A. Just the people that were with me.

23 Q. Okay. Who was with you?

24 A. My son's mom.

12:40

25 Q. What's her name?

1 A. Marilyn.

2 Q. Last name?

3 A. Robles.

4 Q. Would she remember you think?

5 A. Remember what? If I was there?

6 Q. Afterwards. After you filed suit.

7 A. Oh, I -- I mean, I don't know if she knows 12:41
8 that I sued them. But, you know, she was there when --
9 you know, when I went.

10 Q. Okay. So what's the address? What city is
11 North Woods in?

12 A. Rosemead.

13 Q. Rosemead. City of Rosemead?

14 A. It's on Rosemead Boulevard.

15 Q. And do you distinctly remember going back? 12:41

16 A. You know, sir, I've been there after that, I
17 think.

18 Q. After you settled the case?

19 A. Yes, I think I've been there more than once
20 after I settled the case.

21 Q. At the same branch that you sued?

22 A. Yes.

23 Q. Okay. But you don't remember when?

24 A. No, I don't remember the exact date. We go
25 there. It's kind of like our favorite restaurant, you 12:42

1 know, one of our favorite restaurants, yeah.

2 Q. Baja Fresh you said you sued. Which branch?
3 Which city?

4 A. In Huntington Park. It's on Figueroa. I
5 think it's --

6 Q. When did the case settle?

7 A. I don't remember exactly.

8 Q. Was it after 2018?

12:42

9 A. I believe so.

10 Q. When did you go back?

11 A. Well, I pass by there all the time.

12 Q. When did you go back to eat there?

13 A. I didn't eat. I passed by. You know? They
14 have a door --. They have a --

15 Q. Pepe's Chicken? I'm sorry, what did you say?

16 A. They have a doorbell, a doorbell now, you
17 know, because there's a -- there's a hump or a -- a show
18 going into the building still. They put a doorbell.

12:43

19 Q. Which business are you talking about?

20 A. Baja -- I think it's Baja Fresh or -- I'm
21 pretty sure it's Baja Fresh.

22 Q. So did you ever go back to eat there?

23 A. Yeah. I've been back to eat with her.

12:44

24 Q. Okay. When did you go back?

25 A. I don't remember when, but I've been back. I

1 mean, it's not that far from my house.

2 Q. Okay. Did you keep a record?

3 A. No.

4 Q. Do you have a receipt?

5 A. No, I don't.

6 Q. Did you use your credit card?

7 A. No.

8 Q. So do you have any evidence at all,

9 documentary evidence that you were there?

12:44

10 A. No, I was invited, you know, so, I mean, I
11 didn't pay for it.

12 Q. Who invited you?

13 A. My son and mom.

14 Q. Marilyn Robles?

15 A. Marilyn Robles.

16 Q. So Pepe's Chicken, when did you settle the
17 case?

18 A. I don't remember.

19 Q. What city is it in?

12:44

20 A. That's in Downey. Or Lynwood maybe.

21 Q. Do you know what street it's on?

22 A. It's off of Atlantic.

23 Q. How many times have you been back since you
24 settled the case with them?

25 A. I haven't ate there. I've passed. I pass by

1 there all the time, and the tables are -- have been 12:45
2 removed. He did not -- he chose to remove all tables.
3 Instead of putting an accessible table, he chose just not
4 to have tables.

5 Q. I'm guessing that's outdoors; right?

6 A. Yes, sir.

7 Q. So you have no recollection of any other
8 restaurants that you've settled a case with that you've 12:45
9 gone back to visit?

10 A. Let me think here. I can't remember. I don't 12:46
11 have to answer.

12 Q. Are you a smoker?

13 A. No, sir.

14 Q. Did you ever smoke?

15 A. Yes.

16 Q. How long ago?

17 A. It's been a long time. My son smokes. 12:46

18 Q. Do you remember you wanted to take a --? Or
19 let me rephrase that. Do you remember wanting to take a 12:47
20 staycation in Pasadena at any time?

21 A. Yeah.

22 Q. Okay. Tell me more about your plans for a
23 staycation in Pasadena.

24 MR. SMITH: Objection, asked and answered.

25 Mr. Garcia, is this the same staycation we

1 talked about at the beginning?

2 MR. SAHELIAN: Mr. Smith, you need to not coach your
3 client. Thank you.

4 MR. SMITH: I'm objecting, asked and answered. I 12:48
5 just had to make sure it's the same trip.

6 MR. SAHELIAN: Asked and answered is not a proper
7 objection. You know that, I know that. Unless you
8 graduated last year, anybody knows that. So...

9 MR. SMITH: We've already been over this. You got
10 an answer. You're going to ask the question again.

11 MR. SAHELIAN: Thank you.

12 MR. SMITH: Anyone just graduated last year knows
13 that they shouldn't ask the same question twice.

14 MR. SAHELIAN: Yeah. Really. Okay. Thank you,
15 Mr. Smith. Now stop the coaching and let me ask the
16 questions.

17 Q. So tell me about your plans, how you came to 12:48
18 want a staycation in Pasadena. How did it happen?

19 A. How did it happen? We just wanted to stay
20 at a -- at a hotel, and -- and, um, you know, I chose
21 Pasadena because it was closer to the house.

22 Q. All right.

23 A. You know, because of his work schedule, you
24 know, sometimes, you know, they -- they call him in. You 12:48
25 know, sometimes he doesn't have to work. You know, so he

1 wants something close to house so he -- in case he does
2 have to work, you know, he can just come out of work and
3 he goes straight over there. You know, it was only going
4 to be for a day, you know, it was just, you know, you
5 know, just get away from the house, you know, that's...

6 Q. Okay. So tell me, how did you go about
7 finding a hotel to stay in Pasadena?

8 A. I was looking on the Internet.

12:49

9 Q. Okay. What site were you looking at?

10 A. Hotels.com.

11 Q. So what hotels came up for you to choose from?

12 A. I don't remember, sir.

13 Q. What criteria were you looking for?

14 A. What do you mean by that?

15 Q. What features of a hotel were you looking for?

12:49

16 A. (No response.)

17 Q. In other words, were you looking for a hotel
18 that looked like it had white brick outside or red brick
19 or was across a park or --

20 A. I don't remember all that, sir.

21 Q. Well, surely you must know what you were
22 looking for in terms of -- in terms of --

12:50

23 A. Of bricks?

24 Q. Well, I mean, the choices are so many. How
25 did you reduce the number of choices available to

1 something that you wanted?

2 A. Yeah, I -- right now I don't really remember
3 that, sir. I don't want to guess. I don't want to lie
4 to you. You know, I don't want you to trick me into
5 saying something. You know? I just don't remember that.

12:50

6 Q. So you have no recollection at all --? Well,
7 let me start from the beginning here. Do you have any
8 recollection at all of going on the Internet and looking
9 for a hotel in Pasadena?

10 A. Yeah.

12:51

11 Q. Okay. When was that?

12 A. I've done it a couple times. You know, like,
13 you know.

14 Q. So what do you look for when you're looking
15 for a hotel in Pasadena?

16 A. Well, I try to -- maybe free parking, make
17 sure they have accessible tub with grab bars, and there's
18 clearance around the toilet. That's -- yeah, I don't
19 know, just -- it depends. You know, it depends.

12:51

12:52

20 Q. Depends on what?

21 A. It depends if it's just going to be me, my
22 son, or sometimes, you know, it will be, you know, the
23 mom and my stepdaughter.

24 Q. Okay, when was the last time you stayed at a
25 hotel with -- I'm guessing it's Marilyn Robles?

1 A. Yeah.

2 Q. The last time you stayed at a hotel with her?

3 A. Last week. 12:52

4 Q. Where?

5 A. In -- it was up -- it was near San Francisco.

6 Q. Okay. Which hotel?

7 A. Think it was a Crowne Royal.

8 Q. You think? You're not sure?

9 A. Well, no, I'm not sure, sir.

10 Q. Did you use your credit card? 12:53

11 A. Yeah.

12 Q. And how did you manage to choose that

13 restaurant -- strike that -- that hotel?

14 A. How did I manage to choose that hotel? 12:53

15 Q. Yeah. Yes.

16 A. How did I manage to choose that hotel. Well,

17 we wanted to stay close to San Francisco. And, you know,

18 on the maps, there's a feature, and it will say hotels. 12:54

19 So I clicked on it, and it brings up all these different

20 hotels. You know? And I just clicked on a certain

21 price, and that hotel came up. You know.

22 Q. What price were you looking for?

23 A. I don't remember. You know, but I try to keep

24 it around \$100, you know, for the room. 12:54

25 Q. \$100 is your maximum?

Exhibit H – Order Granting Motion for Attorney’s Fees, *Garcia v. Guadalupe Alcocer*, No. 2:20-cv-08419 (C.D. Cal. Jan. 19, 2022)

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Orlando Garcia,

Plaintiff,

v.

Guadalupe Alcocer and Digital

Currency Services, Inc.,

Defendants.

Case No. 2:20-cv-08419-VAP-JEMx

**Order GRANTING Motion for
Attorneys' Fees (Dkt. No. 79)**

Before the Court is Defendants Digital Currency Services, Inc. and Guadalupe Alcocer's ("Defendants") "Motion for an Award of Attorney Fees in Favor of Defendant Digital Currency Services, Inc. and Against Plaintiff Orlando Garcia in the Amount of \$40,200.00" ("Motion), filed on December 15, 2021. (See Dkt. No. 79.) After considering all the papers filed in support of, and in opposition to, the Motion, the Court finds this matter appropriate for resolution without oral argument pursuant to Local Rule 7-15, VACATES the hearing on January 24, 2022 at 2:00 p.m., and GRANTS the Motion for the following reasons.

I. BACKGROUND

On September 15, 2020, Plaintiff Orlando Garcia ("Plaintiff") commenced this action against Defendants alleging violations under the

1 Americans with Disabilities Act (“ADA”) and the California Unruh Civil Rights
2 Act on September 15, 2020. Plaintiff alleged Defendants’ check-cashing
3 store failed to maintain a lowered transaction counter. The Court declined to
4 exercise supplemental jurisdiction over Plaintiff’s California Unruh Civil
5 Rights Act claim on September 18, 2020.

6 On July 9, 2021, the Court denied Defendants’ motion to dismiss this
7 action on standing grounds. The Court concluded Plaintiff sufficiently had
8 alleged standing on the basis of deterrence, as well as standing as an ADA
9 tester, because he alleged a genuine intent to return to Defendants’ check-
10 cashing location.

11 The Court held a one-day bench trial on Plaintiff’s remaining ADA
12 claim on November 16, 2021, during which the parties submitted
13 documentary evidence and elicited testimony from Plaintiff.

14 Following the trial, the Court issued Findings of Fact and Conclusions
15 of Law on December 1, 2021. The Court found Plaintiff lacked Article III
16 standing to pursue his ADA claim because, despite having alleged tester
17 standing and deterrence as a result of the non-ADA-compliant counter he
18 experienced at Defendants’ check-cashing location, Plaintiff did not prove at
19 trial that he had a credible, genuine intent to return to the check-cashing
20 location. The Court dismissed the action with prejudice and entered
21 Judgment.

22 Defendants filed the instant Motion on December 15, 2021. Plaintiff
23 filed Opposition to the Motion on January 3, 2022. Defendants filed a Reply
24 to the Opposition on January 5, 2022.

II. LEGAL STANDARD

The ADA provides that “the court in its discretion, may allow the prevailing party . . . a reasonable attorney’s fee, including litigation expenses and costs.” 42 U.S.C. § 12205. When the prevailing party is the defendant, attorneys’ fees should be awarded only if “the plaintiff’s action was frivolous, unreasonable, or without foundation.” Brown v. Lucky Stores, 246 F.3d 1182, 1190 (9th Cir. 2001). The purpose of awarding fees to a prevailing defendant is “to deter the bringing of lawsuits without foundation.” CRST Van Expedited, Inc. v. E.E.O.C., 578 U.S. 419, 432 (2016) (quoting Christiansburg Garment Co. v. E.E.O.C., 434 U.S. 412, 420 (1978)).

III. DISCUSSION

In the Motion, Defendants ask the Court to award them their attorneys’ fees as the prevailing party under 42 U.S.C. § 12205. According to Defendants, the Court has jurisdiction to award them their fees and such fees should be awarded because Plaintiff’s ADA claim was frivolous, unreasonable, and groundless. (See Mot.) Defendants present their attorney’s billing records and ask that his hourly rate of \$500 and the total number of hours he expended on this litigation be deemed reasonable. In total, Defendants seek \$40,200 in attorneys’ fees.

In Opposition, Plaintiff asks the Court to deny the Motion because he claims this case was based on “colorable arguments of law” and he relied on binding Ninth Circuit authority to support his belief that he had standing to bring his ADA claim. (See Opp’n.) He also contends the Court should not award fees against Plaintiff simply because the Court disagrees with

1 Plaintiff's litigation tactics as a serial ADA Plaintiff. Finally, Plaintiff does not
2 contest that the billing rate or number of hours expended by defense
3 counsel are reasonable, but he "does take issue with the amount of time
4 billed for the present motion." (Id. at 3.)

5 The Court first addresses whether Defendants are entitled to an
6 award of attorneys' fees as the prevailing party, then will discuss whether
7 Plaintiff's lawsuit was frivolous, unreasonable, or groundless, and the
8 reasonableness of the fees requested.¹

9 10 **A. Whether Defendants are the Prevailing Party**

11 As acknowledged by Defendants, there is some authority in the Ninth
12 Circuit to suggest when an action has been dismissed for lack of standing
13 and, thus, lack of subject matter jurisdiction, the Court thereafter lacks
14 authority to award attorneys' fees. See, e.g., Skaff v. Meridien N. Am.
15 Beverly Hills, LLC, 506 F.3d 832, 837 (9th Cir. 2007) ("We must follow the

17 ¹ In Opposition, Plaintiff argues vigorously against the Court's conclusion
18 that he lacked standing in this case. The Court will not revisit the issue
19 here, especially because Plaintiff has not filed a motion for reconsideration
20 of the Court's previous ruling. The Court points out, however, even ADA
21 testers must demonstrate they have suffered an injury in fact and they are
22 likely to be wronged in a similar way by an immediate threat of repeated
23 injury. See Chapman v. Pier 1 Imports (US) Inc., 631 F.3d 939, 946, 948
24 (9th Cir. 2011). To do so, Plaintiff must have also shown either that he
25 intended to return to Defendants' check-cashing location or that he was
26 deterred by the non-ADA-compliant counter and would return to that
check-cashing location but for that barrier. Id. at 950; Feezor v. Sears,
Roebuck & Co., 608 F. App'x 476, 477 (9th Cir. 2015); Doran v. 7-Eleven,
Inc., 524 F.3d 1034, 1040 (9th Cir. 2008). As discussed at length in the
Court's Findings of Fact and Conclusions of Law, the Court did not find
Plaintiff's so-called intent to return credible for several reasons. As such,
he failed to prove this essential element to demonstrate he had standing
to pursue his ADA claim for injunctive relief.

1 rule that if a plaintiff does not allege standing in its complaint, we have no
 2 jurisdiction to hear the case. A court that lacks jurisdiction at the outset of a
 3 case lacks the authority to award attorneys' fees."); Oliver v. In-N-Out
 4 Burgers, 945 F. Supp. 2d 1126, 1131 (S.D. Cal. 2013) ("A court that
 5 dismisses an action for lack of jurisdiction due to standing does not have
 6 authority to award attorney's fees."); Lopez v. Coombe Hesperia Road, LLC,
 7 No. EDCV 20-52-JGB (SHKx), 2020 WL 8413518, *2 (C.D. Cal. Dec. 11,
 8 2020) ("because the Court found that it does not have subject matter
 9 jurisdiction over Plaintiff's ADA claims . . . the Court lacks the authority to
 10 award attorneys' fees.").

11 The United States Supreme Court, however, has held that "a
 12 favorable ruling on the merits is not a necessary predicate to find that a
 13 defendant has prevailed" under a statutory attorneys' fees provision. See
 14 CRST Van Expedited Inc., 578 U.S. at 421. Applying that precedent, the
 15 Ninth Circuit in turn has held that a defendant may be considered a
 16 prevailing party even if a case has been dismissed for lack of subject matter
 17 jurisdiction. See Amphastar Pharm. Inc. v. Aventis Pharma SA, 856 F.3d
 18 696, 709 (9th Cir. 2017). Accordingly, the Court concludes it has jurisdiction
 19 to award the fees requested here. See id. at 710 ("[t]o rule that a district
 20 court cannot award attorneys' fees even when it determines that a [plaintiff]
 21 brought a frivolous suit just because the jurisdictional bar applies would
 22 undermine one of the key purposes . . . to discourage 'parasitic' suits."); see
 23 also Strojnik v. 1017 Coronado, Inc., No. 19-cv-02210-BAS-MSB, 2021 WL
 24 120899, at *4-5 (S.D. Cal. Jan. 13, 2021) (awarding attorneys' fees to a
 25 prevailing defendant under an ADA claim after dismissing complaint with
 26 prejudice); Vogel v. Sym Properties LLC, No. CV 15-09855-AB (ASX), 2017

1 WL 4586348, at *2 (C.D. Cal. Aug 4, 2017) (“Given the trend of abusive ADA
2 litigation, special diligence and vigilant examination of the standing
3 requirement are necessary and appropriate to ensure the litigation serves
4 the purposes for which the ADA was enacted.”).

5 The Court next considers whether Defendants are the prevailing
6 party. To make such a determination, the Court must consider if a material
7 change in the legal relationship between the parties has occurred as a result
8 of the Court’s dismissal of Plaintiff’s lawsuit on the basis of lack of standing,
9 which revealed the Court lacked subject matter jurisdiction. See
10 Buckhannon Bd. & Care Home, Inc. v. W. Va. Dep’t of Health & Hum. Res.,
11 532 U.S. 598, 604-605 (2001). The Ninth Circuit has made clear that
12 dismissing a case for lack of subject matter jurisdiction is “a significant
13 victory and permanently changes the legal relationship of the parties.”
14 Amphastar Pharm. Inc., 856 F.3d at 709. Accordingly, Defendants are the
15 prevailing party here. Id.; see also Rutherford v. Evans Hotels, LLC, No. 18-
16 cv-435 JLS (MSB), 2021 WL 1945729, at *2-3 (S.D. Cal. May 14, 2021)
17 (concluding the defendant who obtained a dismissal for lack of standing and
18 subject matter jurisdiction was the prevailing party); Strojnik v. Portola Hotel,
19 LLC, No. 19-cv-07579-VKD, 2021 WL 4172921, at *2 (N.D. Cal. Sept. 14,
20 2021) (same, collecting cases).

21
22 **B. Whether this Action was Frivolous, Unreasonable, or Groundless**

23 Next, the Court must consider whether Plaintiff “had no reasonable
24 foundation on which to bring the suit” and whether he “knew or should have
25 known that the Court would not have jurisdiction.” See Amphastar Pharm.
26 Inc., 856 F.3d at 710 (finding the plaintiff’s claim to be frivolous because the

1 plaintiff “had no reasonable foundation on which to bring the suit” and “knew
2 or should have known that the Court would not have jurisdiction”). This
3 standard is also met if “the plaintiff continued to litigate after” his claim
4 “clearly became” groundless or without foundation. Hughes v. Rowe, 449
5 U.S. 5, 15 (1980). While bad faith in bringing the lawsuit is not required, a
6 showing of bad faith could support a finding that the lawsuit was “frivolous,
7 unreasonable or groundless.” Advocs. for Individuals with Disabilities, LLC
8 v. MidFirst Bank, No. CV-16-01969-PHX-NVW, 2018 WL 3545291, at *11 (D.
9 Ariz. July 24, 2018).

10 Here, as discussed supra, the Court determined Plaintiff failed to
11 establish standing for his ADA claim. Dismissal for lack of standing does not
12 by itself make a claim frivolous or unreasonable. See Amphastar Pharms.
13 Inc. v. Aventis Pharma SA, No. EDCV-09-0023 MJG, 2017 WL 10543563, at
14 *8 (C.D. Cal. Nov. 20, 2017) (“The Court is mindful that it must ‘resist the
15 understandable temptation to engage in post hoc reasoning by concluding
16 that, because plaintiff did not ultimately prevail, his action must have been
17 unreasonable or without foundation.” (quoting Christiansburg, 434 U.S. at
18 421-22)). The Court, however, may also take into consideration Plaintiff’s
19 litigation history, for example, to make a determination as to whether he had
20 a reasonable foundation to bring the suit or has in some other way acted
21 unreasonably or in bad faith. Id. (“The Court does not find Amphastar’s
22 claim frivolous because it did not prevail, but rather because, as the facts
23 became known to the Court, it became clear that Amphastar had no
24 reasonable foundation on which to bring the suit.”); see also Strojnik, 2021
25 WL 120899 at *4 (considering the plaintiff’s extensive litigation history and
26 use of misrepresentations and other tactics in previous settlements and the

1 current litigation in determining whether to award attorneys' fees to the
2 defendant).

3 The Court considers Plaintiffs' litigation history to determine whether
4 this action was frivolous or unreasonable. The Court concludes that it is.

5 Plaintiff has filed hundreds of ADA cases in the Central District of
6 California. Many of those cases have resulted in settlements but some
7 have been dismissed for lack of standing. For example, recently two of
8 Plaintiff's ADA lawsuits, identical to this one, were dismissed for lack of
9 standing within the Central District of California, months before the trial in
10 this matter took place. The Honorable Stephen V. Wilson of this Court
11 dismissed Plaintiff's ADA claim for lack of standing on April 21, 2021. See
12 Garcia v. 1971 Fateh, LLC, No. 2:20-cv-7661-SVW-ASx, Dkt. No. 33 (C.D.
13 Cal. Apr. 21, 2021). Likewise, the Honorable Dale S. Fischer also of this
14 Court dismissed Plaintiff's ADA claim for lack of standing on July 12, 2021.
15 See Garcia v. Digital Currency Servs., Inc., No. 2:20-cv-8986-DSF, Dkt. No.
16 29 (C.D. Cal. July 12, 2021). Both of these lawsuits were dismissed with
17 reasoned opinions that detailed the ADA standing requirement and
18 discussed at length how Plaintiff had failed to meet that requirement. These
19 orders of dismissal provided Plaintiff with notice that the same issue would
20 arise in this case and its negative determination would be fatal to his ADA
21 claim here, yet he continued to pursue this action.

22 Moreover, the evidence Plaintiff presented at trial in support of his
23 claimed standing to pursue his ADA claim was not credible. To wit, Plaintiff
24 admitted that he had sued at least 14 check-cashing stores in Los Angeles
25 and has not returned to any of those locations; he visited Defendants' store
26 on August 18, 2020 for the first time and has not returned. He also admitted

1 he has a checking and savings account at a bank, he does not pay bills with
2 money orders or send money by Western Union or MoneyGram, and there
3 are multiple check-cashing stores located closer to his residence than
4 Defendants' check-cashing location, which is 10.5 miles away from his
5 residence and took him over an hour using public transportation to reach.
6 The evidence presented here was similar to that presented in the actions
7 pending before Judge Wilson and Judge Fischer and which those Judges
8 found failed to satisfy the standing requirement to pursue an ADA claim for
9 injunctive relief. In other words, Plaintiff knew or should have known the
10 evidence he intended to present in this case as to his purported standing
11 would be found insufficient.

12 Plaintiff's litigation history shows he was aware of the standing
13 requirements for ADA claims and on multiple occasions has failed to satisfy
14 those requirements. This conduct, taken together with his lack of credibility
15 in this case, strongly weigh in favor of finding the present action both
16 frivolous and unreasonable. See Strojnik, 2021 WL 120899 at *4 ("The fact
17 remains that Mr. Strojnik files lawsuits with broad, non-specific allegations
18 that he knows will be dismissed for lack of standing."). Plaintiff did not have
19 a reasonable basis to allege an injury-in-fact that would support Article III
20 standing. Plaintiff knew or should have known that he lacked standing in
21 this case. This action raised no standing issues that had not already been
22 resolved unambiguously by prior decisions within the Ninth Circuit and the
23 Central District of California. The Court finds Plaintiff's bases for filing this
24 lawsuit were frivolous, unreasonable, and groundless. Accordingly, the
25 Court concludes an award of attorneys' fees in favor of Defendants is
26 justified here.

1 **C. Amount of Attorneys' Fees**

2 Defendants seek \$40,200.00 in attorneys' fees, consisting of 80.4
3 hours of work defending this action at a rate of \$500 per hour.

4 Courts use a two-step lodestar approach to calculate attorneys' fees.
5 Welch v. Metro. Life Ins. Co., 480 F.3d 942, 945 (9th Cir. 2007). The first
6 step is to calculate a "lodestar" by "multiplying the number of hours [the
7 Court] finds the prevailing party reasonably expended on the litigation by a
8 reasonable hourly rate." McGrath v. Cnty. of Nev., 67 F.3d 248, 252 (9th Cir.
9 1995) (citation omitted). "In determining the appropriate lodestar amount,
10 the district court may exclude from the fee request any hours that are
11 excessive, redundant, or otherwise unnecessary." Welch, 480 F.3d at 946
12 (internal quotations omitted).

13 "The [fee] applicant has an initial burden of production, under which it
14 must 'produce satisfactory evidence' establishing the reasonableness of the
15 requested fee." United States v. \$28,000 in U.S. Currency, 802 F.3d 1100,
16 1105 (9th Cir. 2015). "This evidence must include proof of market rates in
17 the relevant community (often in the form of affidavits from practitioners) . . .
18 and detailed documentation of the hours worked." Id. (citations omitted).

19 The second step is to determine whether the lodestar amount is
20 reasonable or needs to be augmented. Id. The Ninth Circuit has adopted
21 the following factors to determine whether the fees requested by the
22 prevailing party are reasonable: time and labor required; the novelty and
23 difficulty of the questions involved; the skill needed to perform the legal
24 service properly; the preclusion of other employment by the attorney due to
25 acceptance of the case; the customary fee, whether the fee is fixed or
26 contingent; time limitations imposed by the client or the circumstances; the

1 amount involved and the results obtained; the experience, reputation, and
 2 ability of the attorney; the “undesirability” of the case; the nature and length
 3 of the professional relationship with the client; and awards in similar cases.
 4 Kerr v. Screen Extras Guild, Inc., 526 F.2d 67, 69-70 (9th Cir. 1975),
 5 abrogated on other grounds by City of Burlington v. Dague, 505 U.S. 557
 6 (1992). Many of the Kerr factors are subsumed within the lodestar
 7 calculation. See Jordan v. Multnomah Cnty., 815 F.2d 1258, 1262 (9th Cir.
 8 1987).

9 While the court must consider the Kerr factors, it need not discuss all
 10 of them “because most are not matters on which anything is at issue or
 11 needs to be said.” McGinnis v. Ky. Fried Chicken of Cal., 51 F.3d 805, 809
 12 (9th Cir. 1994). Typically, the reasonableness determination “will involve
 13 considering both the proponent’s evidence and evidence submitted by the
 14 fee opponent ‘challenging the accuracy and reasonableness of the facts
 15 asserted by the prevailing party.’” \$28,000 in U.S. Currency, 802 F.3d at
 16 1105 (quoting Camacho v. Bridgeport Fin., Inc., 523 F.3d 973, 980 (9th Cir.
 17 2008)). There is a strong presumption, however, that the lodestar figure
 18 represents a reasonable fee. See Jordan, 815 F.2d at 1262 (citing Pa. v.
 19 Del. Valley Citizens' Council for Clean Air, 478 U.S. 546, 565 (1986)).
 20

21 **1. Reasonable Hourly Rate**

22 The Ninth Circuit has explained “determining a reasonable or
 23 prevailing rate of compensation is inherently difficult.” Chalmers v. City of
 24 Los Angeles, 796 F.2d 1205, 1210 (9th Cir. 1986) reh’g denied, amended on
 25 other grounds, 808 F.2d 1373 (9th Cir. 1987) (internal quotation marks and
 26 citation omitted). “[T]he established standard when determining a

1 reasonable hourly rate is the ‘rate prevailing in the community for similar
2 work performed by attorneys of comparable skill, experience, and
3 reputation.’” Camacho, 523 F.3d at 979 (quoting Barjon v. Dalton, 132 F.3d
4 496, 502 (9th Cir. 1997)).

5 “[T]he burden is on the fee applicant to produce satisfactory evidence
6 – in addition to the attorney’s own affidavits – that the requested rates are in
7 line with those prevailing in the community for similar services by lawyers of
8 reasonably comparable skill, experience and reputation.” Camacho, 523
9 F.3d at 980 (quoting Blum v. Stenson, 465 U.S. 886, 895 n. 11 (1984)).

10 “Generally, the relevant community is the forum in which the district court
11 sits.” Barjon, 132 F.3d at 500. In the event that the moving party fails to
12 provide affidavits from local attorneys or from a fee expert to show that the
13 requested rates match the prevailing market rates, the district court may rely
14 on its own knowledge of customary rates and its familiarity with the legal
15 market. See Ingram v. Oroudijian, 647 F.3d 925, 928 (9th Cir. 2011).

16 Here, instead of submitting affidavits from local attorneys or from a
17 fee expert, defense counsel cites to fee awards other attorneys have
18 obtained in ADA cases filed in the Central District of California and a fee
19 award he obtained from a Judge on the Los Angeles Superior Court to
20 establish the reasonableness of his requested hourly rate. The Court
21 concludes this evidence establishes defense counsel’s requested rate is “in
22 line with those prevailing in the community for similar services by lawyers of
23 reasonably comparable skill, experience and reputation.” Camacho, 523
24 F.3d at 980. Even in relying on its own knowledge of the customary rates
25 within the legal market of the Central District of California, the Court
26

1 concludes defense counsel's requested hourly rate is reasonable. Ingram,
2 647 F.3d at 928.

3 Defense counsel obtained his license to practice law in California in
4 December 1980 and has practiced law continuously since then. (Link Decl.
5 ¶ 2.) He has defended disability access cases for more than eighteen
6 years. (Id. ¶ 5.) Given counsel's extensive litigation experience over the
7 course of forty years, with nearly twenty years of specialized work on ADA
8 cases, the Court concludes his hourly rate of \$500 is reasonable and
9 consistent with customary rates in the legal market of the Central District of
10 California. The Court also notes Plaintiff does not object to the
11 reasonableness of defense counsel's requested hourly rate.

12 13 **2. Hours Reasonably Expended**

14 In determining the reasonableness of the number of hours expended,
15 the Court must examine detailed time records to determine whether the
16 hours claimed are adequately documented and whether any of them are
17 unnecessary, duplicative, or excessive. See Chalmers, 796 F.2d at 1210
18 (citing Hensley v. Eckerhart, 461 U.S. 424, 433-34 (1983)). The trial court,
19 due to its familiarity with the case, is in the best position to evaluate the
20 reasonableness of the hours requested. Moreno v. City of Sacramento, 534
21 F.3d 1106, 1116 (9th Cir. 2008).

22 Here, defense counsel has submitted his billing records for the time
23 he expended in defense of this action from February 8, 2021 through
24 December 14, 2021, including 3 hours of anticipated time to prepare the
25 Reply. While the billing records detail his work, they contain block billing
26 entries; i.e., counsel lists every task he accomplished each day, but fails to

1 identify how much time he spent on each individual task and instead
2 provides the total time he spent defending the action on a daily basis. Such
3 a presentation complicates the Court's ability to review whether the time
4 expended on each litigation task was reasonable. See Welch, 480 F.3d at
5 948 (explaining block billing presents difficulty in determining
6 reasonableness of the time expended on litigation tasks). Accordingly, the
7 Court will impose a reduction of 10% for each billing entry containing block
8 billing. The Court calculates 39.5 hours of the billed time falls victim to the
9 block billing issue, meaning the Court will reduce that time by 3.95 hours.

10 The Court will also reduce the request for an award of time spent on
11 routine administrative tasks. For example, defense counsel billed on
12 February 8, 2021 for his preparation of a certificate of interested parties, on
13 February 12, 2021 for his review of a "conference order," and on May 11,
14 2021 for his review of the Court's scheduling order. The billing entries on
15 these dates reflect block billing and contain other tasks as well, so in the
16 interest of fairness the Court will reduce the time for these tasks by .5 hours
17 total.

18 Next, although Plaintiff does not take issue overall with the number of
19 hours defense counsel spent defending his clients in this case, Plaintiff does
20 take issue with the number of hours counsel spent preparing the instant
21 Motion. The Court has considered the matter and agrees the 9.4 hours
22 defense counsel expended to prepare the Motion and the Reply are
23 excessive, considering the papers are similar to those counsel has filed at
24 least in the case assigned to Judge Wilson, discussed supra, and are not
25 particularly lengthy or thorough. The Court will reduce the time for these
26 tasks by 2.4 hours.

1 Having reviewed every billing entry submitted, other than the
2 foregoing reductions, the Court finds the time expended by counsel to have
3 been reasonable. The vast majority of counsel's time was spent on tasks
4 related to preparing for and attending the trial in this matter, then preparing
5 the instant Motion. Counsel did not spend time on extraneous or
6 unnecessary tasks, save those identified above, and did not pursue much if
7 any discovery. Instead he appears to have focused on attempting to have
8 this action dismissed, then settle the action at mediation, then prepare the
9 case for trial. These tasks are legitimate and the time spent on each was
10 reasonable, with the caveats noted above. Accordingly, the Court finds
11 reasonable 73.55 hours of time defense counsel spent defending his clients
12 against this action.²

13 14 **3. Final Lodestar Amount**

15 Multiplying the reasonable hourly rate of \$500 by the number of
16 reasonable hours expended defending this case (73.55), the Court awards
17 Defendants a total of \$36,775 in reasonable attorneys' fees.

18 Defendants do not seek a fee multiplier and the Court sees no reason
19 to depart from the lodestar amount. See Intel Corp. v. Terabyte Int'l Inc., 6
20 F.3d 614, 622 (9th Cir. 1993). ("In appropriate cases, the district court may
21 adjust the 'presumptively reasonable' lodestar figure based on the factors
22 listed in Kerr.") A fee multiplier is not appropriate here, as the facts and
23 circumstances of this case do not justify such an enhancement.

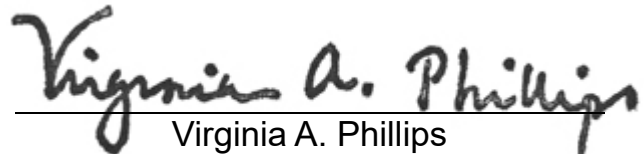
24 ² The Court also notes, as with the hourly billing rate, Plaintiff does not
25 oppose or object to the number of hours defense counsel expended
26 defending this case, except as to the time spent preparing the instant
Motion, discussed supra.

IV. CONCLUSION

For the foregoing reasons, the Court GRANTS Defendants' Motion for Attorneys' Fees and awards Defendants \$36,775 in reasonable attorneys' fees, to be paid by Plaintiff.

IT IS SO ORDERED.

Dated: 1/19/22


Virginia A. Phillips
United States District Judge

United States District Court
Central District of California

**Exhibit I – Spreadsheet Listing Federal Lawsuits filed by Potter
Handy LLP on behalf of Orlando Garcia between 2018 and March
27, 2022**

LEGEND TO EXHIBIT I - ORLANDO GARCIA FEDERAL CASE SPREADSHEET

Column A: The case number assigned by the federal court.

Column B: Whether the case was filed in the federal Central or Northern District of California

Column C: Date of filing or removal (removal only applicable for hotel-website cases).

Column D: Lists the first named defendant on the original complaint. The first named defendant may be different from the doing-business name of the sued business.

Column E: The city in which the complaint alleged the sued business is located.

Column F: The date on which the complaint alleged Mr. Garcia visited the business.

Column G: The initials of the Potter Handy attorneys whose names appear on the complaint(s).

- AS: Amanda Lockhart Seabock
- CS: Christopher Seabock
- CC: Chris Carson
- DP: Dennis Price
- PG: Phyl Grace
- PP: Prathima Price
- RB: Raymond Ballister Jr.
- RH: Russell Handy
- TZ: Tehniat Zaman

Column H: The last name of the Potter Handy attorney who signed the complaint.

- Carson: Chris Carson
- Handy: Russell Handy
- C. Seabock: Christopher Seabock
- Seabock: Amanda Lockhart Seabock

Column I: How the case appears to have resolved according to a review of the federal docket.

- Closed: Case closed without indication of dismissal or settlement
- Consolidated: Case consolidated with another matter
- D. Judgment: Judgment entered for the defendant
- Default J: Default judgment entered for the plaintiff
- Dismissed: Case dismissed without a settlement or judgment.
- Open: Case still open as of the filing of the People's lawsuit
- P. Judgment: Judgment entered for the plaintiff
- Remanded: Case remanded to state court (only applicable for hotel website cases)
- Settled: Docket contains a notice of settlement or other indication the case settled
- Stayed: Case stayed pending an appeal to the Ninth Circuit in another matter
- Unclear: Docket is not sufficiently clear for the People to determine case outcome

ORLANDO GARCIA CASES

Removed state-court cases against hotels alleging website-accessibility violations appear in italicized font.

A: Case No.	B: Court	C: Date Filed	D: First Named Defendant	E: Location	F: Date of Visit	G: Attorneys	H: Signed	I:Disposition
2:18-cv-06203	C.D. Cal.	7/18/2018	Big 5 Corp.	Los Angeles	May 2018	CC, DP, PG, RB	Carson	Settled
2:19-cv-00070	C.D. Cal.	1/4/2019	FVDD, LLC	Downey	Dec. 2018	CC, DP, PG, RB	Carson	Settled
2:19-cv-00273	C.D. Cal.	1/14/2019	Beverly Corner, LLC	South Gate	Dec. 2018	CC, DP, PG, RB	Carson	Default J.
2:19-cv-00274	C.D. Cal.	1/14/2019	S.G.D. Property, Inc	South Gate	Dec. 2018	CC, DP, PG, RB	Carson	Settled
2:19-cv-00299	C.D. Cal.	1/15/2019	Broadway Triangle, LLC	Los Angeles	Dec. 2018	CC, DP, PG, RB	Carson	Settled
2:19-cv-00300	C.D. Cal.	1/15/2019	Workman Building, LLC	Los Angeles	Dec. 2018	CC, DP, PG, RB	Carson	Settled
2:19-cv-01467	C.D. Cal.	2/28/2019	Serozh Davityan	Los Angeles	Feb. 2019	CC, DP, PG, RB	Carson	Settled
2:19-cv-03132	C.D. Cal.	4/22/2019	144 N. Central Avenue Investors LP	Glendale	March 2019	CC, DP, PG, RB	Handy	Settled
2:19-cv-10454	C.D. Cal.	12/11/2019	David Ahdoot	Los Angeles	Nov. 2019	DP, PG, RB, RH	Handy	Settled
2:19-cv-10457	C.D. Cal.	12/11/2019	Walmart Inc.	South Gate	Nov. 2019	DP, PG, RB, RH	Handy	Settled
2:19-cv-10681	C.D. Cal.	12/18/2019	Guacamaya Oasis, Inc	Downey	Oct. 2019	DP, PG, RB, RH	Handy	Settled
2:19-cv-10720	C.D. Cal.	12/19/2019	Cambridge Properties, L.P.	Los Angeles	Sept. 2019	DP, PG, RB, RH	Handy	Settled
2:19-cv-10721	C.D. Cal.	12/19/2019	Big 5 Corp.	Monterey Park	Oct. 2019	DP, PG, RB, RH	Handy	Settled
2:19-cv-10722	C.D. Cal.	12/19/2019	HMH Property Investments, LP	Los Angeles	Nov. 2019	DP, PG, RB, RH	Handy	Settled
2:19-cv-10723	C.D. Cal.	12/19/2019	Birrieria Gonzalez Lounge, Inc.	Los Angeles	Nov. 2019	DP, PG, RB, RH	Handy	Dismissed
2:20-cv-00101	C.D. Cal.	1/4/2020	Ottari Enterprises, LLC	Monterey Park	Oct. 2019	DP, PG, RB, RH	Handy	Settled
2:20-cv-00102	C.D. Cal.	1/4/2020	For You Bargain, Inc	Monterey Park	Oct. 2019	DP, PG, RB, RH	Handy	Settled
2:20-cv-00103	C.D. Cal.	1/4/2020	Mode Plus Corporation	Monterey Park	Oct. 2019	DP, PG, RB, RH	Handy	Settled
2:20-cv-00324	C.D. Cal.	1/13/2020	Richard Wagner	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00325	C.D. Cal.	1/13/2020	Karen Li Lo	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Dismissed
2:20-cv-00326	C.D. Cal.	1/13/2020	The Dodsworth Building, LLC	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00328	C.D. Cal.	1/13/2020	Buxton Sports Inc	Pasadena	Dec. 2019	DP, PG, RB, RH	Handy	Settled
2:20-cv-00571	C.D. Cal.	1/20/2020	Sebastiano Sterpa	Burbank	Dec. 2019	DP, PG, RB, RH	Handy	Settled
2:20-cv-00572	C.D. Cal.	1/20/2020	James J. Kim	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00573	C.D. Cal.	1/21/2020	Ruben Martirosyan	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Dismissed
2:20-cv-00574	C.D. Cal.	1/21/2020	Market at 1010, LLC	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Dismissed
2:20-cv-00615	C.D. Cal.	1/22/2020	919-921 Broadway LLC	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00616	C.D. Cal.	1/22/2020	Robert Khayat	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Settled

2:20-cv-00617	C.D. Cal.	1/22/2020	Fusion Excel Corp.	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00684	C.D. Cal.	1/23/2020	Jacob Stephen Thomas	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00685	C.D. Cal.	1/23/2020	1360 East Colorado, LLC	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00793	C.D. Cal.	1/27/2020	Ohanes Kejejian	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00794	C.D. Cal.	1/27/2020	Pokitomik, LLC	Los Angeles	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00842	C.D. Cal.	1/28/2020	Voskevaz Market Wholesale Inc	Los Angeles	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00843	C.D. Cal.	1/28/2020	A1 Imports and Liquor, Inc.	Los Angeles	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00847	C.D. Cal.	1/28/2020	A.O.P.N. Corp.	Burbank	Dec. 2019	DP, PG, RB, RH	Handy	Settled
2:20-cv-00852	C.D. Cal.	1/28/2020	I & M Import, Inc.	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00854	C.D. Cal.	1/28/2020	Pietros Italian Restaurant, Inc.	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00856	C.D. Cal.	1/28/2020	Bobbys Place Inc.	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00857	C.D. Cal.	1/28/2020	NMM Investments LLC	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00895	C.D. Cal.	1/28/2020	King Wok Inc.	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Closed
2:20-cv-00950	C.D. Cal.	1/29/2020	Ross Stores, Inc.	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00951	C.D. Cal.	1/29/2020	The Honey Baked Ham Company, LLC	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Open
2:20-cv-00952	C.D. Cal.	1/29/2020	Staples The Office Superstore, LLC	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00953	C.D. Cal.	1/29/2020	Etehad L.L.C.	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00954	C.D. Cal.	1/29/2020	WJ Commercial Venture, L.P.	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Dismissed
2:20-cv-00955	C.D. Cal.	1/30/2020	Premiercap Land Company of California, LLC	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00956	C.D. Cal.	1/30/2020	Greenmeadow Enterprises	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Dismissed
2:20-cv-00957	C.D. Cal.	1/30/2020	Hawaiian BBQ and Roll, Inc.	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-00959	C.D. Cal.	1/30/2020	Bell Bird Farm, Inc.	Bell	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01006	C.D. Cal.	1/30/2020	Baxter Properties, LLC	Bell	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01007	C.D. Cal.	1/31/2020	Miguel Lopez	Bell	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01008	C.D. Cal.	1/31/2020	Jesus Diaz	Bell	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01280	C.D. Cal.	2/10/2020	Tawfiq Khalil	Los Angeles	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01281	C.D. Cal.	2/10/2020	Pairaj Noinoum	Los Angeles	Jan. 2020	DP, PG, RB, RH	Handy	Dismissed
2:20-cv-01282	C.D. Cal.	2/10/2020	Erock Enterprises LLC	Los Angeles	Jan. 2020	DP, PG, RB, RH	Handy	Settled

2:20-cv-01283	C.D. Cal.	2/10/2020	Janet Barrett	Los Angeles	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01285	C.D. Cal.	2/10/2020	Maywood Craft, Inc.	Maywood	Jan. 2020	DP, PG, RB, RH	Handy	Default J.
2:20-cv-01288	C.D. Cal.	2/10/2020	La Zapopana Meat Market, Inc.	Cudahy	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01343	C.D. Cal.	2/11/2020	Red Owl Liquor Mart, Inc.	Cudahy	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01344	C.D. Cal.	2/11/2020	EK Lynwood, LLC	Lynwood	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01345	C.D. Cal.	2/11/2020	Nick Cafarchia	Los Angeles	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01346	C.D. Cal.	2/11/2020	Krystal Enterprises LLC	Los Angeles	Jan. 2020	DP, PG, RB, RH	Handy	Default J.
2:20-cv-01347	C.D. Cal.	2/11/2020	Jovensons LLC	Los Angeles	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01388	C.D. Cal.	2/12/2020	Ramin Bral	Los Angeles	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01389	C.D. Cal.	2/12/2020	Karapet Dilbiyan	Glendale	Jan. 2020	DP, PG, RB, RH	Handy	Dismissed
2:20-cv-01390	C.D. Cal.	2/12/2020	Y. Kim, LLC	Lynwood	Dec. 2019	DP, PG, RB, RH	Handy	Settled
2:20-cv-01391	C.D. Cal.	2/12/2020	Karmen M. Kneizeh	Downey	Dec. 2019	DP, PG, RB, RH	Handy	Settled
2:20-cv-01392	C.D. Cal.	2/12/2020	Ross Stores, Inc.	South Gate	Dec. 2019	DP, PG, RB, RH	Handy	Settled
2:20-cv-01394	C.D. Cal.	2/12/2020	Thrifty Payless, Inc.	Maywood	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01442	C.D. Cal.	2/13/2020	Always Best, Inc.	Maywood	Jan. 2020	DP, PG, RB, RH	Handy	Default J.
2:20-cv-01443	C.D. Cal.	2/13/2020	El Pueblito LLC	Maywood	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01444	C.D. Cal.	2/13/2020	J and B Property Holdings No. 2, LLC	Maywood	Jan. 2020	DP, PG, RB, RH	Handy	Dismissed
2:20-cv-01490	C.D. Cal.	2/14/2020	Suh	Lynwood	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01491	C.D. Cal.	2/14/2020	Dollar Tree Stores, Inc.	Maywood	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01492	C.D. Cal.	2/14/2020	Young Sool Kim	Maywood	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01823	C.D. Cal.	2/26/2020	Marshalls of CA, LLC	Pasadena	Jan. 2020	DP, PG, RB, RH	Handy	Settled
2:20-cv-01833	C.D. Cal.	2/26/2020	Berendo Property Partners LLC	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01848	C.D. Cal.	2/26/2020	Maria Sanchez	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Default J.
2:20-cv-01885	C.D. Cal.	2/27/2020	J. Park Enterprises, Inc.	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01886	C.D. Cal.	2/27/2020	Ristar, Inc.	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Open
2:20-cv-01887	C.D. Cal.	2/27/2020	First Metro Realty, LLC	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Default J.
2:20-cv-01888	C.D. Cal.	2/27/2020	Douglas Kwi Ching	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01889	C.D. Cal.	2/27/2020	Rosa Martinez	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Dismissed
2:20-cv-01890	C.D. Cal.	2/27/2020	Erick D. Diaz	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01891	C.D. Cal.	2/27/2020	Steve Edelson	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Open
2:20-cv-01893	C.D. Cal.	2/27/2020	Maria Pedraza	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Default J.

2:20-cv-01895	C.D. Cal.	2/27/2020	Nuchanart Ungamrung	Pasadena	Feb. 2020	AS, DP, PG, RB, RH	Handy	Dismissed
2:20-cv-01897	C.D. Cal.	2/27/2020	Pasadena College Shopping Center, LLC	Pasadena	Feb. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01898	C.D. Cal.	2/27/2020	SC-Fortune Properties LLC	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01901	C.D. Cal.	2/27/2020	Kazam M. Baker	Glendale	Jan. 2020	AS, DP, PG, RB, RH	Handy	P. Judgment
2:20-cv-01908	C.D. Cal.	2/27/2020	Profound LLC	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01913	C.D. Cal.	2/27/2020	Sean A. Sanchez	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01951	C.D. Cal.	2/28/2020	Panda Express	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01952	C.D. Cal.	2/28/2020	Thrifty Payless, Inc.	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01963	C.D. Cal.	2/28/2020	Bethlehem E. Lazinos	Cudahy	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01964	C.D. Cal.	2/28/2020	Esteban Perfecto Parian	Bell	Jan. 2020	AS, DP, PG, RB, RH	Handy	P. Judgment
2:20-cv-01969	C.D. Cal.	2/28/2020	Double V Inc.	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Default J.
2:20-cv-01971	C.D. Cal.	2/28/2020	KFT Enterprises No. 2, L.P.	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01975	C.D. Cal.	2/28/2020	Golf Galaxy, LLC	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-01979	C.D. Cal.	2/28/2020	1300 South Vermont LLC	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02015	C.D. Cal.	2/29/2020	Jang Moon Choi	Maywood	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02018	C.D. Cal.	2/29/2020	Safta, LLC	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02019	C.D. Cal.	2/29/2020	In Suk Ahn	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02134	C.D. Cal.	3/4/2020	Paula Silva	San Gabriel	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02135	C.D. Cal.	3/4/2020	Glenda R. Moreno	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Default J.
2:20-cv-02136	C.D. Cal.	3/4/2020	Insil Kim	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02176	C.D. Cal.	3/6/2020	Sean A. Sanchez	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02177	C.D. Cal.	3/6/2020	Mishel Shokrian	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02178	C.D. Cal.	3/6/2020	Sonny Nhon Ton	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02179	C.D. Cal.	3/6/2020	Jin Hyuk Lee	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Dismissed
2:20-cv-02239	C.D. Cal.	3/9/2020	Supernova Development Inc.	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02240	C.D. Cal.	3/9/2020	Blaze Pizza, LLC	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02253	C.D. Cal.	3/9/2020	Concepcion Fuentes	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Open
2:20-cv-02255	C.D. Cal.	3/9/2020	Batia Levkovitz	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Default J.
2:20-cv-02258	C.D. Cal.	3/9/2020	Pico Fedora Place LLC	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02296	C.D. Cal.	3/10/2020	Dona Mireya, Inc.	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02409	C.D. Cal.	3/13/2020	Rose Hook, L.P.	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02475	C.D. Cal.	3/16/2020	Joy SM, Inc	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Dismissed

2:20-cv-02476	C.D. Cal.	3/16/2020	Sunshine SS 3360, Inc.	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02478	C.D. Cal.	3/16/2020	Food Industries International, Inc.	Los Angeles	Feb. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02479	C.D. Cal.	3/16/2020	Elliot Megdal	Los Angeles	Feb. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02481	C.D. Cal.	3/16/2020	Kerdman Pasadena Associates LLC	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02482	C.D. Cal.	3/16/2020	Jade Memorial LLC	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02487	C.D. Cal.	3/16/2020	Panera, LLC	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02489	C.D. Cal.	3/16/2020	G.F.C. Atlantic Associates, LLC	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02491	C.D. Cal.	3/16/2020	Mancora Peruvian Cuisine Inc.	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Default J.
2:20-cv-02492	C.D. Cal.	3/16/2020	Raymond E. Drascich	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02545	C.D. Cal.	3/17/2020	Sanidodo, LLC	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Default J.
2:20-cv-02558	C.D. Cal.	3/18/2020	5930 W. Coast Highway, LLC	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02560	C.D. Cal.	3/18/2020	Jeanne Chen	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Dismissed
2:20-cv-02563	C.D. Cal.	3/18/2020	Cirilo F. Sanchez	Los Angeles	Jan. 2020	AS, DP, PG, RB, RH	Handy	Dismissed
2:20-cv-02565	C.D. Cal.	3/18/2020	Sreymom Nouk	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Default J.
2:20-cv-02587	C.D. Cal.	3/19/2020	Pintoh Thai, Inc.	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Dismissed
2:20-cv-02588	C.D. Cal.	3/19/2020	Rafat Salib	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02591	C.D. Cal.	3/19/2020	Bchara Mouannes	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Default J.
2:20-cv-02595	C.D. Cal.	3/19/2020	Milky Way Factory Inc	Pasadena	Feb. 2020	AS, DP, PG, RB, RH	Handy	Default J.
2:20-cv-02596	C.D. Cal.	3/19/2020	Wayla Inc	Pasadena	Feb. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02601	C.D. Cal.	3/19/2020	MTY Franchising USA, Inc	Pasadena	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02634	C.D. Cal.	3/20/2020	Jose Landazuri	Lynwood	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-02792	C.D. Cal.	3/26/2020	Khanh Thuong Hong	Lynwood	Jan. 2020	AS, DP, PG, RB, RH	Handy	Default J.
2:20-cv-02893	C.D. Cal.	3/27/2020	Kongsak Phithayanukarn	Los Angeles	Dec. 2019	AS, DP, PG, RB, RH	Handy	Dismissed
5:20-cv-00623	C.D. Cal.	3/27/2020	The F & C Jara Properties Second Limited Partnership	Fontana	March 2020	AS, DP, PG, RB, RH	Handy	Dismissed
2:20-cv-02944	C.D. Cal.	3/30/2020	Primitivo Santana	Lynwood	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-03031	C.D. Cal.	3/31/2020	Mwilliam LLC	Lynwood	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-03032	C.D. Cal.	3/31/2020	Erminia Cannavina	Lynwood	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-03033	C.D. Cal.	3/31/2020	Noel Padilla	Lynwood	Jan. 2020	AS, DP, PG, RB, RH	Handy	Default J.
2:20-cv-03259	C.D. Cal.	4/8/2020	Atlantic Santa Ana LLC	Cudahy	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled

2:20-cv-03261	C.D. Cal.	4/8/2020	Thrifty Payless	Lynwood	Feb. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-05046	C.D. Cal.	6/8/2020	N.A. Mark Inc	South Gate	March 2020	AS, DP, RB, RH	Handy	Default J.
2:20-cv-05084	C.D. Cal.	6/9/2020	Anna Lee Hoey	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05134	C.D. Cal.	6/10/2020	Kafco Partnership	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05137	C.D. Cal.	6/10/2020	5515 Meeya, Inc	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Default J.
2:20-cv-05183	C.D. Cal.	6/10/2020	Thrifty Payless, Inc	Los Angeles	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05184	C.D. Cal.	6/11/2020	Adel Edward Zaki, M.D.	Glendale	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05243	C.D. Cal.	6/12/2020	Heriberto Nunez	Lynwood	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05245	C.D. Cal.	6/12/2020	Cal Empire, L.P.	South Pasadena	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05297	C.D. Cal.	6/15/2020	North America Enterprise Investment Inc	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05298	C.D. Cal.	6/15/2020	Eagle Rock Center, LLC	Los Angeles	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05452	C.D. Cal.	6/18/2020	Kermanig, LLC	Glendale	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05463	C.D. Cal.	6/19/2020	G & L Enterprises	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05466	C.D. Cal.	6/19/2020	Ramon S. Parra	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05467	C.D. Cal.	6/19/2020	Jean Maroun	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05543	C.D. Cal.	6/23/2020	LA Libertad Investments LLC	Lynwood	Jan. 2020	AS, DP, RB, RH	Handy	Default J.
2:20-cv-05544	C.D. Cal.	6/23/2020	A & B Group, LLC	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05643	C.D. Cal.	6/25/2020	LS Western, L.P.	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05646	C.D. Cal.	6/25/2020	LS Western, L.P.	Glendale	March 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-05647	C.D. Cal.	6/25/2020	Josefina Rodriguez	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	D. Judgment
2:20-cv-05648	C.D. Cal.	6/25/2020	Michael Maroko	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05649	C.D. Cal.	6/25/2020	Orlando A. Cetina Sr.	Los Angeles	May 2020	AS, DP, RB, RH	Handy	Default J.
2:20-cv-05650	C.D. Cal.	6/25/2020	Redcar Highland Owner, LLC	Los Angeles	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05697	C.D. Cal.	6/25/2020	Salvador Loera	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05705	C.D. Cal.	6/26/2020	Paula Goldstein	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	D. Judgment
2:20-cv-05900	C.D. Cal.	6/30/2020	PCG Burbank GL LLC	Burbank	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05901	C.D. Cal.	6/30/2020	Louis C. Talamantes	Burbank	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05902	C.D. Cal.	6/30/2020	Kwoon K. Wong	Los Angeles	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05950	C.D. Cal.	7/2/2020	Capref Burbank, LLC	Burbank	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05951	C.D. Cal.	7/2/2020	Chipotle Mexican Grill, Inc	N. Hollywood	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-05952	C.D. Cal.	7/2/2020	Palm Avenue Associates LLC	Burbank	Jan. 2020	AS, DP, RB, RH	Handy	Open
2:20-cv-05980	C.D. Cal.	7/3/2020	Pierre J. Rodnunsky	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06148	C.D. Cal.	7/10/2020	3DCS Real Estate LLC	Pasadena	Feb. 2020	AS, DP, RB, RH	Handy	Settled

2:20-cv-06150	C.D. Cal.	7/10/2020	Gary Ohanian	N. Hollywood	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06151	C.D. Cal.	7/10/2020	Chalermchai Sirichalermchai	N. Hollywood	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06153	C.D. Cal.	7/10/2020	Yong-Tai Kim	Maywood	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06161	C.D. Cal.	7/10/2020	5225 Lankershim, LLC	N. Hollywood	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06163	C.D. Cal.	7/10/2020	John B. Narguizian	N. Hollywood	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06164	C.D. Cal.	7/10/2020	RGIG, LLC	N. Hollywood	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06204	C.D. Cal.	7/12/2020	Masood Eghbali	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06276	C.D. Cal.	7/15/2020	DBD Slauson LLC	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06353	C.D. Cal.	7/17/2020	Joseph N. Treves	N. Hollywood	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06372	C.D. Cal.	7/17/2020	Woodlawn Properties, L.P.	Pasadena	Feb. 2020	AS, DP, RB, RH	Handy	D. Judgment
2:20-cv-06672	C.D. Cal.	7/27/2020	5860 N. Figueroa Street, LLC	Los Angeles	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06673	C.D. Cal.	7/27/2020	Martha Nava Lemon	Los Angeles	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06674	C.D. Cal.	7/27/2020	Victoria Ortiz	Los Angeles	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06676	C.D. Cal.	7/27/2020	Paca	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06717	C.D. Cal.	7/28/2020	R.A. Glendale LLC	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06718	C.D. Cal.	7/28/2020	15028 Magnolia, LLC	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06719	C.D. Cal.	7/28/2020	Essex 416 on Broadway	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06767	C.D. Cal.	7/29/2020	3828 Whittier Boulevard LLC	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06769	C.D. Cal.	7/29/2020	William Flumenbaum	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06770	C.D. Cal.	7/29/2020	Fig Crossing LLC	Los Angeles	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06899	C.D. Cal.	7/31/2020	Sergio S. Diaz	Los Angeles	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06900	C.D. Cal.	7/31/2020	L Rose LLC	Los Angeles	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06956	C.D. Cal.	7/31/2020	Victory Seven, LLC	Burbank	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06957	C.D. Cal.	7/31/2020	Edward M. Giamela	Burbank	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-06973	C.D. Cal.	8/3/2020	The Americana at Brand, LLC	Glendale	Feb. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-07098	C.D. Cal.	8/7/2020	Michele Drinkwater	Burbank	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07286	C.D. Cal.	8/13/2020	Roza Abrahamian	Los Angeles	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07278	C.D. Cal.	8/13/2020	Echo Dog LLC	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Closed
2:20-cv-07279	C.D. Cal.	8/13/2020	314 North Brand Boulevard, LLC	Glendale	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07282	C.D. Cal.	8/13/2020	Geoge Garikian	Eagle Rock	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07283	C.D. Cal.	8/13/2020	CECN, LLC	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled

2:20-cv-07287	C.D. Cal.	8/13/2020	La Libertad Investments, LLC	Lynwood	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07336	C.D. Cal.	8/14/2020	Giang Liet Hong	Lynwood	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07387	C.D. Cal.	8/16/2020	Nick Kades	Azusa	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07388	C.D. Cal.	8/17/2020	KW Fund V - Brand, LLC	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07396	C.D. Cal.	8/17/2020	Kristina Properties, LLC	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07398	C.D. Cal.	8/17/2020	520 N. Glendale Avenue, LLC	Glendale	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07452	C.D. Cal.	8/18/2020	Joseph Conzonire	Alhambra	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07545	C.D. Cal.	8/20/2020	Taqueria 2620, LLC	Los Angeles	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07555	C.D. Cal.	8/20/2020	Antonio Arellano	Los Angeles	July 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-07556	C.D. Cal.	8/20/2020	Delfina Vidozola Rodriguez; El Huarache Azteca Restaurant, Inc.	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07557	C.D. Cal.	8/20/2020	Busterco, LLC	Los Angeles	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07592	C.D. Cal.	8/20/2020	Aeyeong Kim	Los Angeles	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07596	C.D. Cal.	8/21/2020	Steve Edelson	Los Angeles	Jan. 2020	AS, DP, RB, RH	Handy	Open
2:20-cv-07599	C.D. Cal.	8/21/2020	Jayson Russi	Alhambra	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07659	C.D. Cal.	8/22/2020	Moana Hawaiian B.B.Q.	Burbank	Jan. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-07661	C.D. Cal.	8/22/2020	1971 Fateh, LLC	Burbank	Jan. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-07662	C.D. Cal.	8/22/2020	Gardena Group Holdings, LLC	Lynwood	Jan. 2020	AS, DP, PG, RB, RH	Handy	Settled
2:20-cv-07663	C.D. Cal.	8/22/2020	Joseph C. Louie	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07812	C.D. Cal.	8/27/2020	Starbucks Corporation	Commerce	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07813	C.D. Cal.	8/27/2020	F & E Investments & Properties	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07814	C.D. Cal.	8/27/2020	Eurostar, Inc.	Huntington Park	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07822	C.D. Cal.	8/27/2020	Kennie Sanchez Sr.	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Unclear
2:20-cv-07824	C.D. Cal.	8/27/2020	Guadalupe S. Jauregui	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07923	C.D. Cal.	8/30/2020	Mbb Partners	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07924	C.D. Cal.	8/30/2020	Maria Trinidad Mariscal	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Unclear
2:20-cv-07925	C.D. Cal.	8/30/2020	April L. Mnoian	Monrovia	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07926	C.D. Cal.	8/30/2020	The Americana At Brand, LLC	Glendale	March 2020	AS, DP, RB, RH	Handy	Closed

2:20-cv-07929	C.D. Cal.	8/30/2020	301 N. Brand Boulevard, LLC	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07930	C.D. Cal.	8/30/2020	California Poke House Group, Inc.	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07925	C.D. Cal.	8/30/2020	April L. Mnoian	Monrovia	July 2020	AS, CS, DP, RB, RH	C. Seabock	Settled
2:20-cv-07933	C.D. Cal.	8/31/2020	First Florence Realty, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07934	C.D. Cal.	8/31/2020	Plaza Fiesta HP, LLC	Huntington Park	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07935	C.D. Cal.	8/31/2020	7004 Pacific Boulevard Partnership, LTD	Huntington Park	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07936	C.D. Cal.	8/31/2020	Beverly Vermont, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07937	C.D. Cal.	8/31/2020	Sigue Corporation	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07938	C.D. Cal.	8/31/2020	Beverly Boulevard Properties 1, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-07939	C.D. Cal.	8/31/2020	RM Company	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-07940	C.D. Cal.	8/31/2020	Serrano Marketplace, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08013	C.D. Cal.	9/2/2020	Sehan Los Angeles, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08014	C.D. Cal.	9/2/2020	Guillermo Molina	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-08056	C.D. Cal.	9/3/2020	Joel L. King	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08057	C.D. Cal.	9/3/2020	437 S Western, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08104	C.D. Cal.	9/4/2020	347 S Western, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08109	C.D. Cal.	9/4/2020	The Vons Companies, Inc.	Torrance	Feb. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-08326	C.D. Cal.	9/11/2020	DCY, Limited Liability Company	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08330	C.D. Cal.	9/11/2020	Susie Chonga Lee	Los Angeles	Aug. 2020	AS, CS, DP, RB, RH	Handy	Open
2:20-cv-08336	C.D. Cal.	9/11/2020	Martin Koss	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08338	C.D. Cal.	9/11/2020	Thrifty Payless, Inc.	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08341	C.D. Cal.	9/11/2020	Othoniel H. Perez	Huntington Park	Aug. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-08376	C.D. Cal.	9/14/2020	Alex Rodarte	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08378	C.D. Cal.	9/14/2020	Familia Rowan Properties, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08380	C.D. Cal.	9/14/2020	Maria Viramontes	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Open
2:20-cv-08383	C.D. Cal.	9/14/2020	LA Florence Property, Inc.	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Default J.
2:20-cv-08384	C.D. Cal.	9/14/2020	William Hwang	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08416	C.D. Cal.	9/15/2020	Howard Julian Yang	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08417	C.D. Cal.	9/15/2020	Kiho Kim	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Dismissed

2:20-cv-08418	C.D. Cal.	9/15/2020	Kayoung Two, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Unclear
2:20-cv-08419	C.D. Cal.	9/15/2020	Guadalupe Alcocer	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	D. Judgment
2:20-cv-08420	C.D. Cal.	9/15/2020	Jason J. Kim	Los Angeles	Aug. 2020	AS, DP, RB, RH, TZ	Zaman	Open
2:20-cv-08421	C.D. Cal.	9/15/2020	Jingille Choie	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08422	C.D. Cal.	9/15/2020	3rd & Alexandria LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08462	C.D. Cal.	9/16/2020	Roben M. Khatchaturian	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08482	C.D. Cal.	9/16/2020	Dream Investment Group, LLC	Huntington Park	Aug. 2020	AS, DP, RB, RH	Handy	Open
2:20-cv-08485	C.D. Cal.	9/16/2020	Chu Yong Chang	Huntington Park	Aug. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-08510	C.D. Cal.	9/16/2020	Raymond Minku Cho	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-08511	C.D. Cal.	9/16/2020	Glen Lew	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08512	C.D. Cal.	9/16/2020	BAS Properties, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08513	C.D. Cal.	9/17/2020	Vartoosh Mansour	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08514	C.D. Cal.	9/17/2020	Lemonade Restaurant Group, LLC	Glendale	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08601	C.D. Cal.	9/21/2020	Bong S. Chang	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-08603	C.D. Cal.	9/21/2020	Bixgold, Inc.	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-08605	C.D. Cal.	9/21/2020	Bong S. Chang	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08606	C.D. Cal.	9/21/2020	Kiho Kim	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08655	C.D. Cal.	9/22/2020	Setco and Sons, Inc.	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08821	C.D. Cal.	9/25/2020	Lucia Lo Medico	Whittier	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08864	C.D. Cal.	9/28/2020	Hie Su Moon	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-08905	C.D. Cal.	9/29/2020	The Americana at Brand, LLC	Glendale	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08951	C.D. Cal.	9/30/2020	Viroj Watana	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08972	C.D. Cal.	9/30/2020	Shops on Hill, LLC	Pasadena	March 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-08980	C.D. Cal.	9/30/2020	601 South Ardmore, LP	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08986	C.D. Cal.	9/30/2020	Digital Currency Services, Inc. (Check Cashing)	Los Angeles	Sept. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-08988	C.D. Cal.	9/30/2020	Katherine K. Etter	Los Angeles	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-08999	C.D. Cal.	9/30/2020	Tania Arias Calderon (Insurance Agency)	Los Angeles	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09005	C.D. Cal.	9/30/2020	A and C Investments Enterprises, LLC (H&R Block)	Bell	Sept. 2020	AS, DP, RB, RH	Handy	Settled

2:20-cv-09006	C.D. Cal.	9/30/2020	Vidal Arroyo	Bell	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09009	C.D. Cal.	9/30/2020	Kenmore 3450, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09017	C.D. Cal.	9/30/2020	JMSDO LLC	Bell	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09097	C.D. Cal.	10/2/2020	Deanna Antoinette Ductoc	Huntington Park	Sept. 2020	AS, DP, RB, RH	Handy	D. Judgment
2:20-cv-09099	C.D. Cal.	10/5/2020	Maria E. Gonzalez (MoneyGram)	Huntington Park	Sept. 2020	AS, DP, RB, RH	Handy	Open
2:20-cv-09100	C.D. Cal.	10/5/2020	Florence Avenue TK, LLC	Bell	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09134	C.D. Cal.	10/6/2020	Hooshang Radnia	Huntington Park	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09135	C.D. Cal.	10/6/2020	Las Palmas Center	Huntington Park	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09136	C.D. Cal.	10/6/2020	Kyung Hee Lee	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09175	C.D. Cal.	10/6/2020	Amusement Industry C-VII LLC (money transfer)	Huntington Park	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09176	C.D. Cal.	10/7/2020	Sehan Los Angeles, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09177	C.D. Cal.	10/7/2020	JCZ Partners, LLC (Insurance)	Huntington Park	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09178	C.D. Cal.	10/7/2020	Fouad F. Guirguis	Huntington Park	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09223	C.D. Cal.	10/8/2020	2501 Florence Development, LLC	Huntington Park	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09341	C.D. Cal.	10/12/2020	Amigo Plaza RE Holdings, LLC	Huntington Park	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09342	C.D. Cal.	10/12/2020	Steven Ngu	Huntington Park	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09343	C.D. Cal.	10/12/2020	Peter Bok Hwangbo	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-09344	C.D. Cal.	10/12/2020	Lee Properties, LTD.	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Open
2:20-cv-09345	C.D. Cal.	10/12/2020	Annco Properties LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09404	C.D. Cal.	10/13/2020	Vermont Investments Group, LLC	Bell	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09405	C.D. Cal.	10/13/2020	4741 Florence LLC	Bell	Sept. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-09406	C.D. Cal.	10/14/2020	Alex Meruelo	Bell	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09407	C.D. Cal.	10/14/2020	Jun Youn Yoo	Bell	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09483	C.D. Cal.	10/16/2020	Diane D. Graham	Pasadena	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09485	C.D. Cal.	10/16/2020	760 E. Colorado Blvd., LLC	Pasadena	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09585	C.D. Cal.	10/20/2020	George Harb	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09586	C.D. Cal.	10/20/2020	Atlantic Repetto LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09587	C.D. Cal.	10/20/2020	Pinkberry, Inc.	Burbank	Jan. 2020	AS, DP, RB, RH	Handy	Settled

2:20-cv-09589	C.D. Cal.	10/20/2020	Sehan Los Angeles, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09733	C.D. Cal.	10/23/2020	Tim Bui	Maywood	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09735	C.D. Cal.	10/23/2020	Hovik Khatchaturian	Glendale	Jan. 2020	AS, DP, RB, RH	Handy	D. Judgment
2:20-cv-09741	C.D. Cal.	10/23/2020	Burbank Oil	Burbank	Dec. 2019	AS, DP, RB, RH	Handy	Default J.
2:20-cv-09788	C.D. Cal.	10/26/2020	Bell Palm Plaza Limited Partnership	Bell	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09801	C.D. Cal.	10/26/2020	Joseph Cheng	Maywood	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09884	C.D. Cal.	10/28/2020	Downtown Brand, LLC	Glendale	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09886	C.D. Cal.	10/28/2020	Donna M. Harnsberger	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	D. Judgment
2:20-cv-09887	C.D. Cal.	10/28/2020	Mary A. Gallanis	Glendale	Dec. 2019	AS, DP, RB, RH	Handy	Settled
2:20-cv-09888	C.D. Cal.	10/28/2020	Jesus Macias	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-09890	C.D. Cal.	10/28/2020	Joel K. Heller	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09961	C.D. Cal.	10/29/2020	Shops On Hill, LLC	Pasadena	March 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-09962	C.D. Cal.	10/29/2020	Vahik Khachatourian	Los Angeles	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09963	C.D. Cal.	10/29/2020	Ohanes Dimejian	Pasadena	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09991	C.D. Cal.	10/30/2020	Virginia Lappas	Pasadena	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-09993	C.D. Cal.	10/30/2020	EK Lynwood, LLC	Lynwood	March 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10080	C.D. Cal.	11/3/2020	Universal Shopping Plaza	San Gabriel	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10191	C.D. Cal.	11/5/2020	5166 Lankershim Boulevard, LLC	N. Hollywood	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10315	C.D. Cal.	11/11/2020	649 South Olive Tenant LLC	Los Angeles	Sept. 19, 2020	AS, RB, RH, ZB	Handy	Unclear
2:20-cv-10331	C.D. Cal.	11/12/2020	George T. Farmer	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10332	C.D. Cal.	11/12/2020	George T. Farmer	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-10333	C.D. Cal.	11/12/2020	Gottlieb-Ehrenberg Figueroa Property LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10334	C.D. Cal.	11/12/2020	Los Angeles Pyramid LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Open
2:20-cv-10335	C.D. Cal.	11/12/2020	Reginald Lowe	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	P. Judgment
2:20-cv-10336	C.D. Cal.	11/12/2020	Ida P. Abrahamian	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10338	C.D. Cal.	11/12/2020	Juan Puente	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10389	C.D. Cal.	11/12/2020	CW Hotel Limited Partnership	Santa Monica	Sept. 23, 2020	AS, RB, RH, ZB	Handy	Remanded
2:20-cv-10396	C.D. Cal.	11/13/2020	Jeffrey Back	Glendale	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10397	C.D. Cal.	11/13/2020	Amber Investment Group Inc.	Bell Gardens	Oct. 2020	AS, DP, RB, RH	Handy	Settled

2:20-cv-10490	C.D. Cal.	11/17/2020	Yolanda Nogueira	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10528	C.D. Cal.	11/18/2020	Hyoung Chan Lee	Bell	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10598	C.D. Cal.	11/20/2020	FIG4181 LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10603	C.D. Cal.	11/20/2020	Greenland LA Metropolis Hotel Development	Los Angeles	Sept. 17, 2020	AS, RB, RH, ZB	Handy	Stayed
2:20-cv-10608	C.D. Cal.	11/20/2020	HPT TRS IHG-2, Inc	Los Angeles	Sept. 23, 2020	AS, RB, RH, ZB	Handy	Stayed
2:20-cv-10653	C.D. Cal.	11/23/2020	Donel Investments, LLC	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-10698	C.D. Cal.	11/24/2020	Ana C Romero	Maywood	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10700	C.D. Cal.	11/24/2020	Camden Joonz, LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-10701	C.D. Cal.	11/24/2020	Chung Sook Lee	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Open
2:20-cv-10703	C.D. Cal.	11/24/2020	Carsten Co. LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10711	C.D. Cal.	11/24/2020	LA OSM Wilshire LLC	Los Angeles	Sept. 15, 2020	AS, RB, RH, ZB	Handy	Stayed
2:20-cv-10746	C.D. Cal.	11/25/2020	UHL Figueroa LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10747	C.D. Cal.	11/25/2020	Populus Financial Group, inc.	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10752	C.D. Cal.	11/25/2020	Gateway Hotel L.P.	Santa Monica	Sept. 20, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:20-cv-10757	C.D. Cal.	11/25/2020	RKC Investment LLC	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10764	C.D. Cal.	11/25/2020	B R Grigsby Associates, LLC	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-10816	C.D. Cal.	11/30/2020	LJRB Investments, LLC	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-10817	C.D. Cal.	11/30/2020	Maura Calixto Velasquez	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Default J.
2:20-cv-10818	C.D. Cal.	11/30/2020	VIP Plaza Investment, Inc	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-10883	C.D. Cal.	11/30/2020	Ektar H. Bhuiyan	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11068	C.D. Cal.	12/6/2020	Alice Daglas	Bell	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11069	C.D. Cal.	12/6/2020	Ken-Lar, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11070	C.D. Cal.	12/7/2020	RHM Development, Inc	Huntington Park	Sept. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11071	C.D. Cal.	12/7/2020	James Washington	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11072	C.D. Cal.	12/7/2020	Maytal Capital, LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11073	C.D. Cal.	12/7/2020	Mark Betkouski	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11074	C.D. Cal.	12/7/2020	Alexandria Motel	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11075	C.D. Cal.	12/7/2020	Charles C. Kim	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Open
2:20-cv-11114	C.D. Cal.	12/7/2020	Vayo Management LLC	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-11137	C.D. Cal.	12/9/2020	Genevieve Morales	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-11138	C.D. Cal.	12/9/2020	Harold V. Peters	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11183	C.D. Cal.	12/10/2020	ZAX Properties LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled

2:20-cv-11185	C.D. Cal.	12/10/2020	8631 S. Figueroa LLC	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-11204	C.D. Cal.	12/10/2020	Vineland Partner I	N. Hollywood	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11232	C.D. Cal.	12/10/2020	Morning View Hotels BH I, LLC	Los Angeles	Oct. 26, 2020	AS, RB, RH, ZB	Handy	Settled
2:20-cv-11237	C.D. Cal.	12/11/2020	Shahin Moezinia Halavi	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-11276	C.D. Cal.	12/13/2020	Nalini Solanki	Los Angeles	Sept. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-11278	C.D. Cal.	12/13/2020	Mario Hummel	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-11279	C.D. Cal.	12/13/2020	Moussa LA, LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11280	C.D. Cal.	12/13/2020	Eleanor T. Derrick	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11281	C.D. Cal.	12/14/2020	MCS Edgewood Center LLC	Azusa	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11292	C.D. Cal.	12/14/2020	LBVH Hotel LLC	Beverly Hills	Oct. 28, 2020	AS, RB, RH, ZB	Handy	Settled
2:20-cv-11294	C.D. Cal.	12/14/2020	Palmetto Hospitality of Santa Monica II	Santa Monica	Sept. 20, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:20-cv-11300	C.D. Cal.	12/14/2020	Palmetto Hospitality of Burbank, LLC	Burbank	Oct. 24, 2020	AS, RB, RH, ZB	Handy	Stayed
2:20-cv-11320	C.D. Cal.	12/14/2020	Anncos Properties LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11321	C.D. Cal.	12/14/2020	Omid Ghayam	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11322	C.D. Cal.	12/15/2020	Kamran Nemanpour	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-11323	C.D. Cal.	12/15/2020	Salvador Llamas	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Settled
8:20-cv-02351	C.D. Cal.	12/15/2020	Resort Rental, LLC	San Clemente	Oct. 4, 2020	AS, RB, RH, ZB	Handy	Remanded
2:20-cv-11355	C.D. Cal.	12/16/2020	Great Highway LLC	Azusa	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11441	C.D. Cal.	12/16/2020	Horace C. Bowers	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Dismissed
5:20-cv-02603	C.D. Cal.	12/16/2020	Ontario Lodging Associates, LLC	Ontario	Oct. 15, 2020	AS, RB, RH, ZB	Handy	Settled
2:20-cv-11386	C.D. Cal.	12/17/2020	Trinh Nguyen	Azusa	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11425	C.D. Cal.	12/18/2020	Elena Siu-Yuen Chang	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11426	C.D. Cal.	12/18/2020	Duquesne Properties	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	P. Judgment
2:20-cv-11427	C.D. Cal.	12/18/2020	Chung Shun Yu	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11429	C.D. Cal.	12/18/2020	Towne Investment Co	Los Angeles	July 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11430	C.D. Cal.	12/18/2020	Vally Hi Trading, Inc	Azusa	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11442	C.D. Cal.	12/18/2020	Welcome El Segundo, LLC	El Segundo	Nov. 7, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:20-cv-11497	C.D. Cal.	12/20/2020	Paul Naccachian	Azusa	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11757	C.D. Cal.	12/20/2020	New Santa Monica Beach Hotel L.L.C.	Santa Monica	Nov. 14, 2020	AS, RB, RH, ZB	Handy	Settled

2:20-cv-11536	C.D. Cal.	12/22/2020	MJT Properties LLC	Los Angeles	Nov. 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-11537	C.D. Cal.	12/22/2020	HPTLA Properties Trust	El Segundo	Nov. 9, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:20-cv-11574	C.D. Cal.	12/23/2020	Pai and Chan Pharmacy Corp. II	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11576	C.D. Cal.	12/23/2020	3049 8th Street, L.P.	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11577	C.D. Cal.	12/23/2020	Charles W. Lee	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11582	C.D. Cal.	12/23/2020	Hanjin International Corp	Los Angeles	Sept. 15, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:20-cv-11637	C.D. Cal.	12/28/2020	Raul Caudillo	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11644	C.D. Cal.	12/28/2020	Juan Martin	Pasadena	March 2020	AS, DP, RB, RH	Handy	Dismissed
2:20-cv-11648	C.D. Cal.	12/28/2020	HIT Portfolio I NTC Owner, LP	El Segundo	Nov. 8, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:20-cv-11663	C.D. Cal.	12/28/2020	Hilton El Segundo, LLC	El Segundo	Nov. 9, 2020	AS, RB, RH, ZB	Handy	Stayed
5:20-cv-02666	C.D. Cal.	12/28/2020	Patel & Joshi Hospitality Corp.	Ontario	Oct. 16, 2020	AS, RB, RH, ZB	Handy	Open
2:20-cv-11687	C.D. Cal.	12/29/2020	Younk Sik Han	Lynwood	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11698	C.D. Cal.	12/29/2020	WH Manhattan Beach L.P.	El Segundo	Nov. 10, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:20-cv-11699	C.D. Cal.	12/29/2020	Chamber Maid L.P.	W. Hollywood	Nov. 10, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:20-cv-11739	C.D. Cal.	12/29/2020	Hossein Z. Ziary	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:20-cv-11742	C.D. Cal.	12/29/2020	Reza Mahmoudiana	Los Angeles	Sept. 2020	AS, DP, RH, RB	Handy	Open
2:20-cv-11746	C.D. Cal.	12/29/2020	Sheryl P. Dickerson	Los Angeles	Oct. 2020	AS, DP, RH, RB	Handy	Settled
2:20-cv-11750	C.D. Cal.	12/30/2020	HKJ Gold, Inc.	Los Angeles	Nov. 2020	AS, DP, RH, RB	Handy	Dismissed
2:20-cv-11751	C.D. Cal.	12/30/2020	Amigo's Building Materials & Hardware, Inc.	Los Angeles	Dec. 2020	AS, DP, RH, RB	Handy	Open
3:21-cv-00213	N.D. Cal.	1/1/2021	CHSP Union Square II LLC	San Francisco	Dec. 22, 2020	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-00012	C.D. Cal.	1/4/2021	Hermosa Hotel Investments, LLC	Hermosa Beach	Nov. 7, 2020	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-00087	C.D. Cal.	1/6/2021	Oasis West Realty LLC	Beverly Hills	Nov. 14, 2020	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-01530	C.D. Cal.	1/6/2021	Silver Creek Properties LLC	Simi Valley	Dec. 10, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-00207	C.D. Cal.	1/8/2021	Ayres Hawthorne, L.P.	Hawthorne	Nov. 2, 2020	AS, RB, RH, ZB	Handy	Settled
2:21-cv-00202	C.D. Cal.	1/11/2021	Yeon Joo Park	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00203	C.D. Cal.	1/11/2021	El Cerro, LLC	Los Angeles	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00205	C.D. Cal.	1/11/2021	Dream Investment Group LLC	Huntington Park	Aug. 2020	AS, DP, RB, RH	Handy	Open
2:21-cv-00247	C.D. Cal.	1/12/2021	CJM Building LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled

2:21-cv-00249	C.D. Cal.	1/12/2021	Luci Ortega Wiltout	S. Pasadena	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00250	C.D. Cal.	1/12/2021	Figueroa Plaza, LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Open
2:21-cv-00251	C.D. Cal.	1/12/2021	Alex Shuikeung Hung	Whittier	Dec. 2020	AS, DP, RB, RH	Handy	Open
2:21-cv-00252	C.D. Cal.	1/12/2021	Alfred E. Smith Sr.	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00253	C.D. Cal.	1/12/2021	JHBS 2646, LLC	Los Angeles	July 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00259	C.D. Cal.	1/12/2021	PCKT Family, LLC	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00289	C.D. Cal.	1/13/2021	Wolverines Owner LLC	W. Hollywood	Nov. 16, 2020	AS, RB, RH, ZB	Handy	Open
2:21-cv-00294	C.D. Cal.	1/13/2021	George Efstathiou	Bell	Dec. 2020	AS, DP, RB, RH	Handy	Dismissed
2:21-cv-00298	C.D. Cal.	1/13/2021	Homayoon Shamolian	Azusa	Sept. 2020	AS, DP, RB, RH	Handy	Open
2:21-cv-00299	C.D. Cal.	1/13/2021	Ulderico Cortes	Azusa	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00301	C.D. Cal.	1/13/2021	LTA, LLC	Azusa	Dec. 2020	AS, DP, RB, RH	Handy	Settled
5:21-cv-00061	C.D. Cal.	1/13/2021	SL&C Ontario LLC	Ontario	Oct. 16, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-00350	C.D. Cal.	1/14/2021	BRE El Segundo Property Owner B LLC	El Segundo	Nov. 8, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-00355	C.D. Cal.	1/14/2021	Arthur M. Kazarian	Los Angeles	Sept. 2020	AS, DP, RB, RH	Handy	Dismissed
2:21-cv-00358	C.D. Cal.	1/14/2021	RECP Sydell Wilshire LLC	Los Angeles	Nov. 16, 2020	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-00361	C.D. Cal.	1/14/2021	Dawn Dee Motel and Apartments	Santa Monica	Sept. 21, 2020	AS, RB, RH, ZB	Handy	Settled
8:21-cv-00078	C.D. Cal.	1/14/2021	Ayres-Fountain Valley, L.P.	Fountain Valley	Nov. 19, 2020	AS, RB, RH, ZB	Handy	Settled
8:21-cv-00079	C.D. Cal.	1/14/2021	Ayres-Laguna Woods, L.P.	Laguna Woods	Oct. 6, 2020	AS, RB, RH, ZB	Handy	Settled
8:21-cv-00081	C.D. Cal.	1/14/2021	PCH Beach Resort, LLC	Huntington Beach	Oct. 4, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-00401	C.D. Cal.	1/15/2021	Mor, LLC	Bell	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00402	C.D. Cal.	1/15/2021	Nowell Plaza, LLC	Bell	Aug. 2020	AS, DP, RB, RH	Handy	Dismissed
2:21-cv-00403	C.D. Cal.	1/15/2021	Nurira, LLC	Commerce	Jan. 2020	AS, DP, RB, RH	Handy	Open
2:21-cv-00404	C.D. Cal.	1/15/2021	Bell Palm Plaza Limited Partnership	Bell	Jan. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00416	C.D. Cal.	1/15/2021	Don Chente Investments LLC	Bell	Aug. 2020	AS, DP, RB, RH	Handy	Open
2:21-cv-00421	C.D. Cal.	1/15/2021	Sai Pride, LLC	Bell Gardens	Oct. 2020	AS, CT, DP, RB, RH	Handy	Settled
8:21-cv-00089	C.D. Cal.	1/15/2021	Country Side Inn of Yorba Linda, L.P.	Yorba Linda	Oct. 11, 2020	AS, RB, RH, ZB	Handy	Settled
2:21-cv-00470	C.D. Cal.	1/19/2021	Orlando A. Cetina, Sr.	Los Angeles	Oct. 2020	AS, CS, DP, RB, RH	Handy	Settled
2:21-cv-00478	C.D. Cal.	1/19/2021	Shahin Halavi	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
8:21-cv-00103	C.D. Cal.	1/19/2021	Marriott Hotel Services, Inc	Anaheim	Oct. 7, 2020	AS, RB, RH, ZB	Handy	Stayed

2:21-cv-00520	C.D. Cal.	1/20/2021	Catarino Lorenzana	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00521	C.D. Cal.	1/20/2021	Jamshid Kamrouz	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Dismissed
8:21-cv-00121	C.D. Cal.	1/21/2021	Western Investment	Anaheim	Oct. 7, 2020	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-00590	C.D. Cal.	1/22/2021	Herman Feuerstein	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00592	C.D. Cal.	1/22/2021	Herman Feuerstein	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00596	C.D. Cal.	1/22/2021	Bettina Terramani	Monterey Park	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00598	C.D. Cal.	1/22/2021	James J. Condie	Alhambra	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00600	C.D. Cal.	1/22/2021	Imat, Inc.	Lynwood	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00643	C.D. Cal.	1/23/2021	People Union LLC	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00644	C.D. Cal.	1/23/2021	Barbara J. Matranga	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00646	C.D. Cal.	1/25/2021	Queenbee LLC	Lynwood	July 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00647	C.D. Cal.	1/25/2021	Herbert Balter	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00648	C.D. Cal.	1/25/2021	Herbert Balter	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00649	C.D. Cal.	1/25/2021	Kon Son Park	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Dismissed
2:21-cv-00652	C.D. Cal.	1/25/2021	Nae K. Kim	Los Angeles	Jan. 2021	AS, CS, DP, RB, RH	Handy	Settled
2:21-cv-00656	C.D. Cal.	1/25/2021	Fredy G. Pedro	Los Angeles	Dec. 2020	AS, DP, RH, RB	Handy	Default J.
2:21-cv-00678	C.D. Cal.	1/26/2021	Flora Bral	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00679	C.D. Cal.	1/26/2021	Wang Soo Lee	Los Angeles	Oct. 2020	AS, DP, RB, RH	Handy	Dismissed
2:21-cv-00680	C.D. Cal.	1/26/2021	Reyna Erendida Vidal	Bell	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00681	C.D. Cal.	1/26/2021	EB Foods HP Corporation	Huntington Park	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00682	C.D. Cal.	1/26/2021	Laura Lee Zuber	Huntington Park	Aug. 2020	AS, DP, RB, RH	Handy	Open
2:21-cv-00683	C.D. Cal.	1/26/2021	Hyong Kwon Chong	Los Angeles	Jan. 2021	AS, DP, RB, RH	Handy	Open
2:21-cv-00730	C.D. Cal.	1/26/2021	5300 N Figueroa, LLC	Los Angeles	Jan. 2021	AS, DP, RB, RH	Handy	Settled
2:21-cv-00768	C.D. Cal.	1/27/2021	Jagan N. Bansal	Los Angeles	Jan. 2021	AS, DP, RB, RH	Handy	Settled
2:21-cv-00771	C.D. Cal.	1/28/2021	Atlantic Repetto LLC	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00772	C.D. Cal.	1/28/2021	John Dack Low	S. Pasadena	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00773	C.D. Cal.	1/28/2021	Richard Wong	Alhambra	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00774	C.D. Cal.	1/28/2021	8 LA Pizzas, LLC	Alhambra	Dec. 2020	AS, DP, RB, RH	Handy	Dismissed
2:21-cv-00775	C.D. Cal.	1/28/2021	Michael Crossley	Alhambra	Dec. 2020	AS, DP, RB, RH	Handy	Open
2:21-cv-00776	C.D. Cal.	1/28/2021	Hwan Zew	Bell Gardens	Jan. 2021	AS, DP, RB, RH	Handy	Settled
2:21-cv-00777	C.D. Cal.	1/28/2021	Hooshang Radnia	Bell Gardens	Jan. 2021	AS, DP, RB, RH	Handy	Settled
2:21-cv-00841	C.D. Cal.	1/29/2021	Apple Seven Services SPE San Diego, Inc.	Burbank	Oct. 24, 2020	AS, RB, RH, ZB	Handy	D. Judgment
2:21-cv-00857	C.D. Cal.	1/29/2021	La Peer Hotel Owner LLC	W. Hollywood	Oct. 26, 2020	AS, RB, RH, ZB	Handy	Stayed

2:21-cv-00952	C.D. Cal.	2/2/2021	Gerhold F. Vonriedl	South Gate	Aug. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-00954	C.D. Cal.	2/2/2021	Group XIII Properties LP	Bell Gardens	Jan. 2021	AS, DP, RB, RH	Handy	Open
2:21-cv-00988	C.D. Cal.	2/3/2021	Torrance Inn JV, LLC	El Segundo	Nov. 7, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-01067	C.D. Cal.	2/5/2021	CPLG Properties L.L.C.	Ventura	Dec. 5, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-01153	C.D. Cal.	2/9/2021	Billa Bros	Norwalk	Jan. 2021	AS, DP, RB, RH	Handy	Settled
8:21-cv-00256	C.D. Cal.	2/9/2021	Omea Corporation	Anaheim	Oct 8., 2020	AS, RB, RH, ZB	Handy	Dismissed
8:21-cv-00257	C.D. Cal.	2/9/2021	HPT TRS IHG-2, Inc	Irvine	Oct. 9, 2020	AS, RB, RH, ZB	Handy	Settled
2:21-cv-01199	C.D. Cal.	2/10/2021	Nae K. Kim	Los Angeles	Jan. 2021	AS, DP, RB, RH	Handy	Settled
2:21-cv-01206	C.D. Cal.	2/10/2021	811 Fair Oaks Avenue, LLC	South Pasadena	March 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-01242	C.D. Cal.	2/11/2021	Guadalupe Velez	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-01294	C.D. Cal.	2/12/2021	Mission Arroyo, LLC	South Pasadena	March 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-01298	C.D. Cal.	2/12/2021	George Birnbaum	Glendale	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-01299	C.D. Cal.	2/12/2021	LNS Family Inc	Los Angeles	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-01301	C.D. Cal.	2/12/2021	TIC Investment Company	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-01303	C.D. Cal.	2/12/2021	H Selvin Property - PHS, L.P.	Thousand Oaks	Dec. 6, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-01315	C.D. Cal.	2/12/2021	CPLG Thousand Oaks LLC	Thousand Oaks	Dec. 6, 2020	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-01363	C.D. Cal.	2/16/2021	Starfish Vermont, Inc	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-01366	C.D. Cal.	2/16/2021	EGN, Inc	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-01369	C.D. Cal.	2/16/2021	Sidewalk Grill, Inc	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Dismissed
2:21-cv-01373	C.D. Cal.	2/16/2021	Razmik Mutaftyan	Glendale	March 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-01376	C.D. Cal.	2/16/2021	Cancun Properties, LLC	Bell Gardens	Jan. 2021	AS, DP, RB, RH	Handy	Settled
8:21-cv-00307	C.D. Cal.	2/16/2021	Tonho International Inc.	Irvine	Oct. 10, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-01468	C.D. Cal.	2/18/2021	Imperial Chopsticks	Los Angeles	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-01469	C.D. Cal.	2/18/2021	Bhalerao Investment, LLC	Whittier	Dec. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-01472	C.D. Cal.	2/18/2021	110 Sunshine Smoothies, LLC	Hollywood	Feb. 2020	AS, DP, RB, RH	Handy	Default J.
2:21-cv-01473	C.D. Cal.	2/18/2021	Nutri Retails	Hollywood	Feb. 2020	AS, DP, RB, RH	Handy	Settled
2:21-cv-01515	C.D. Cal.	2/19/2021	Gage Plaza LLC	Huntington Park	Jan. 2021	AS, DP, RB, RH	Handy	Settled
2:21-cv-01516	C.D. Cal.	2/19/2021	TCRF Redondo TOD, LLC	Redondo Beach	Nov. 5, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-01517	C.D. Cal.	2/19/2021	Antoino Guterrez	Huntington Park	Jan. 2021	AS, DP, RB, RH	Handy	Open
2:21-cv-01518	C.D. Cal.	2/19/2021	Santana Heras	Huntington Park	Jan. 2021	AS, DP, RB, RH	Handy	Open
2:21-cv-01523	C.D. Cal.	2/19/2021	TUJHMM, Inc.	Lebec	Dec. 13, 2020	AS, RB, RH, ZB	Handy	Consolidated
8:21-cv-00354	C.D. Cal.	2/19/2021	James Chen	Costa Mesa	Oct. 12, 2020	AS, RB, RH, ZB	Handy	Dismissed
3:21-cv-01275	N.D. Cal.	2/23/2021	KHP III SF Sutter LLC	San Francisco	Jan. 31, 2021	AS, RB, RH, ZB	Handy	Dismissed

8:21-cv-00355	C.D. Cal.	2/23/2021	LHMLP	Laguna Hills	Oct. 12, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-01764	C.D. Cal.	2/25/2021	Plamex Investment, LLC	Lynwood	Jan. 2021	AS, DP, RB, RH	Handy	Stayed
2:21-cv-01781	C.D. Cal.	2/25/2021	G6 Hospitality Property LLC	Camarillo	Dec. 6, 2020	AS, RB, RH, ZB	Handy	Consolidated
2:21-cv-01783	C.D. Cal.	2/25/2021	G6 Hospitality Property LLC	Ventura	Dec. 5, 2020	AS, RB, RH, ZB	Handy	Consolidated
3:21-cv-01360	N.D. Cal.	2/25/2021	417 Stockton St, LLC	San Francisco	Feb. 1, 2021	AS, RB, RH, ZB	Handy	Settled
3:21-cv-01363	N.D. Cal.	2/25/2021	SF Vertigo LLC	San Francisco	Feb. 2, 2021	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-01819	C.D. Cal.	2/26/2021	Vista Hospitality Inc.	Los Angeles	Jan. 3, 2021	AS, RB, RH, ZB	Handy	Stayed
8:21-cv-00374	C.D. Cal.	2/26/2021	PHG Irvine Park Place, LLC	Irvine	Oct. 12, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-01901	C.D. Cal.	3/1/2021	Sanjay R. Patel	South El Monte	Jan. 2, 2021	AS, RB, RH, ZB	Handy	Consolidated
3:21-cv-01442	N.D. Cal.	3/1/2021	Brittney Beck Atiken	San Francisco	Feb. 2021	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-01936	C.D. Cal.	3/2/2021	Madhubhai M. Patel	Monterey Park	Jan. 7, 2021	AS, RB, RH, ZB	Handy	Consolidated
2:21-cv-01989	C.D. Cal.	3/4/2021	Bar Investors J.V.	Goleta	Dec. 3, 2020	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-02025	C.D. Cal.	3/4/2021	Best West Norwalk Inn	Norwalk	Jan. 2, 2021	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-02027	C.D. Cal.	3/4/2021	KHP III Goleta, LLC	Goleta	Nov. 30, 2020	AS, RB, RH, ZB	Handy	Remanded
2:21-cv-02055	C.D. Cal.	3/5/2021	Oxnard Inn, LLC	Oxnard	Dec. 6, 2020	AS, RB, RH, ZB	Handy	Remanded
8:21-cv-00418	C.D. Cal.	3/5/2021	L&O Aliso Viejo, LLC	Aliso Viejo	Oct. 5, 2020	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-02133	C.D. Cal.	3/9/2021	Harlay Hospitality, Inc.	Norwalk	Jan. 1, 2021	AS, RB, RH, ZB	Handy	Consolidated
2:21-cv-02157	C.D. Cal.	3/10/2021	Royal Palace Hotels Partnership, L.P.	Los Angeles	Jan. 4, 2021	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-02221	C.D. Cal.	3/11/2021	Virginia Motel, LLC	Rosemead	Jan. 9, 2021	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-02273	C.D. Cal.	3/15/2021	Ashna Inc.	Monterey Park	Jan. 8, 2021	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-02316	C.D. Cal.	3/16/2021	Santa Barbara Hotel Lessee LLC	Santa Barbara	Dec. 2, 2021	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-02332	C.D. Cal.	3/17/2021	Wilshire Royale Hotel, Inc.	Burbank	Jan. 16, 2021	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-02338	C.D. Cal.	3/17/2021	Chaoyang Tianma Enterprise (Group) Corp	Pasadena	Jan. 5, 2021	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-02405	C.D. Cal.	3/18/2021	Raj K. Bhakta	Pasadena	Jan. 5, 2021	AS, RB, RH, ZB	Handy	Remanded
8:21-cv-00503	C.D. Cal.	3/18/2021	Garr Properties, Inc	Anaheim	Nov. 16, 2020	AS, RB, RH, ZB	Handy	Open
2:21-cv-02466	C.D. Cal.	3/20/2021	Amratlal N. Patel	Los Angeles	Jan. 23, 2021	AS, RB, RH, ZB	Handy	Remanded
2:21-cv-02473	C.D. Cal.	3/22/2021	Hotel2Suites LLC	Montebello	Jan. 9, 2021	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-02477	C.D. Cal.	3/22/2021	CWI Santa Barbara Hotel, LP	Santa Barbara	Dec. 3, 2020	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-02539	C.D. Cal.	3/23/2021	RLJ II - EM Downey, LP	Downey	Jan. 13, 2021	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-02549	C.D. Cal.	3/24/2021	Sossie Khatchikian	Pasadena	March 2020	AS, DP, RB, RH	Handy	Settled

2:21-cv-02607	C.D. Cal.	3/25/2021	Maruti Investments, Inc.	Los Angeles	Jan. 23, 2021	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-02643	C.D. Cal.	3/26/2021	KHP IV Santa Barbara LLC	Santa Barbara	Dec. 6, 2020	AS, RB, RH, ZB	Handy	Stayed
8:21-cv-00558	C.D. Cal.	3/26/2021	BRE SSP Property Owner LLC	Irvine	Oct. 10, 2020	AS, RB, RH, ZB	Handy	Remanded
2:21-cv-02687	C.D. Cal.	3/29/2021	Wilorna Enterprises, LLC	Los Angeles	Sept. 13, 2020	AS, RB, RH, ZB	Handy	Remanded
2:21-cv-02804	C.D. Cal.	4/1/2021	Montebello Hills Travelodge	Rosemead	Jan. 10, 2021	AS, RB, RH, ZB	Handy	Remanded
2:21-cv-02967	C.D. Cal.	4/6/2021	Shri Ganesh Sai, LLC	Bell	Jan. 29, 2021	AS, RB, RH, ZB	Handy	Stayed
2:21-cv-03180	C.D. Cal.	4/14/2021	Win-Win Hotel Investment Partners, Ltd.	Wilmington	Feb. 24, 2021	AS, RB, RH, ZB	Handy	Remanded
2:21-cv-03616	C.D. Cal.	4/28/2021	SBD Management, Inc.	Gardena	Feb. 24, 2021	AS, RB, RH, ZB	Handy	Dismissed
2:21-cv-02758	C.D. Cal.	5/2/2021	Bell Gardens Hospitality, LLC	Bell Gardens	Jan. 20, 2021	AS, RB, RH, ZB	Handy	Dismissed
3:21-cv-03549	N.D. Cal.	5/12/2021	12th & 13th Webster Street, LLC	Oakland	May 2021	AS, DP, PP	Seabock	Open
4:21-cv-03548	N.D. Cal.	5/12/2021	Feng Haung Investment L.L.C.	Oakland	May 2021	AS, DP, PP	Seabock	Open
4:21-cv-03546	N.D. Cal.	5/12/2021	Howard Yu; Jenny Yu;	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-03618	N.D. Cal.	5/14/2021	Clarence Yee	Oakland	May 2021	AS, DP, PP	Seabock	Open
3:21-cv-03619	N.D. Cal.	5/14/2021	Fruitvale Bottles & Liquor, Inc.	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-03704	N.D. Cal.	5/18/2021	Ipswich Properties, LLC	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-03706	N.D. Cal.	5/18/2021	Mash Petroleum Inc.	San Leandro	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-03715	N.D. Cal.	5/18/2021	Milton H M Fong	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-03745	N.D. Cal.	5/19/2021	Dan Jee	Oakland	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-03748	N.D. Cal.	5/19/2021	David Wong	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-03746	N.D. Cal.	5/19/2021	Golden Day, LLC	Oakland	May 2021	AS, DP, PP	Seabock	Settled
5:21-cv-03744	N.D. Cal.	5/19/2021	Guang-Min Lee	San Jose	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-03747	N.D. Cal.	5/19/2021	Hoa Huynh; Tuyet Doan	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-03743	N.D. Cal.	5/19/2021	Jesus Garcia Maciel	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-03749	N.D. Cal.	5/19/2021	Raymond San; Rowena San	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-03898	N.D. Cal.	5/24/2021	Javier Villa	San Jose	May 2021	AS, DP, PP	Seabock	Settled
5:21-cv-03908	N.D. Cal.	5/25/2021	Ly Cong Truong	San Jose	May 2021	AS, DP, PP	Seabock	Open
2:21-cv-04530	C.D. Cal.	6/2/2021	Shruja Hospitality, Inc.	N. Hollywood	March 1, 2021	AS, RB, RH, ZB	Handy	Remanded
5:21-cv-04213	N.D. Cal.	6/3/2021	H & D Prop, LLC	San Jose	May 2021	AS, DP, PP	Seabock	Open

5:21-cv-04214	N.D. Cal.	6/3/2021	Johnson Kwok	San Jose	May 2021	AS, DP, PP	Seabock	Settled
5:21-cv-04212	N.D. Cal.	6/3/2021	SOS-II	San Jose	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04394	N.D. Cal.	6/6/2021	Kristopher Stone	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04393	N.D. Cal.	6/9/2021	2105 Lincoln LLC	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04392	N.D. Cal.	6/9/2021	Daniel Ng	Alameda	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04398	N.D. Cal.	6/9/2021	J&W Lau Investment Properties LLC	Alameda	May 2021	AS, DP, PP	Seabock	Open
4:21-cv-04397	N.D. Cal.	6/9/2021	M Power Co., Inc.	Alameda	May 2021	AS, DP, PP	Seabock	P. Judgment
3:21-cv-04399	N.D. Cal.	6/9/2021	Peter K. Y. Yee	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04548	N.D. Cal.	6/14/2021	Accornero 1400 Park Street Partners, LLC	Alameda	May 2021	AS, DP, PP	Seabock	Closed
4:21-cv-04547	N.D. Cal.	6/14/2021	Chew Lun Benevolent Association	Alameda	May 2021	AS, DP, PP	Seabock	Open
3:21-cv-04543	N.D. Cal.	6/14/2021	Michael John Wright	Alameda	May 2021	AS, DP, PP	Seabock	Open
3:21-cv-04546	N.D. Cal.	6/14/2021	Park Street Properties II, LLC	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04580	N.D. Cal.	6/15/2021	13-01315 Park Street, LLC	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04576	N.D. Cal.	6/15/2021	Dan Nichols	Alameda	May 2021	AS, DP, PP	Seabock	Open
4:21-cv-04582	N.D. Cal.	6/15/2021	Jena Ng	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04579	N.D. Cal.	6/15/2021	Melvin Dagovitz	Alameda	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04575	N.D. Cal.	6/15/2021	Peter J. Beck	Alameda	May 2021	AS, DP, PP	Seabock	Open
3:21-cv-04581	N.D. Cal.	6/15/2021	Taylorawg, LLC	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04585	N.D. Cal.	6/15/2021	TCH LLC	Alameda	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04612	N.D. Cal.	6/16/2021	Brian H. Kelly	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04609	N.D. Cal.	6/16/2021	Jack John Dudum	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04616	N.D. Cal.	6/16/2021	Juan Carlos Vasquez	Alameda	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04606	N.D. Cal.	6/16/2021	Michael J Alexander	Alameda	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04608	N.D. Cal.	6/16/2021	Paul F. Marchi	Alameda	May 2021	AS, DP, PP	Seabock	Open
4:21-cv-04617	N.D. Cal.	6/16/2021	Town Tavern, LLC	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04709	N.D. Cal.	6/21/2021	Allan P. Chin	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04693	N.D. Cal.	6/21/2021	Masa, Inc.	Alameda	May 2021	AS, DP, PP	Seabock	Dismissed
3:21-cv-04824	N.D. Cal.	6/23/2021	Jarrell C. Jung	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04832	N.D. Cal.	6/24/2021	Pascoon Properties	Alameda	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04879	N.D. Cal.	6/25/2021	B & B Restaurant Group LLC	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04905	N.D. Cal.	6/25/2021	JBSTELEGRAPH LLC	Oakland	May 2021	AS, DP, PP	Seabock	Settled

4:21-cv-04907	N.D. Cal.	6/26/2021	Betty Jean Louie II Limited Partnership	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04906	N.D. Cal.	6/26/2021	Chul Sjik An	Oakland	May 2021	AS, DP, PP	Seabock	Open
3:21-cv-04915	N.D. Cal.	6/28/2021	4822 Telegraph Ave LLC	Oakland	May 2021	AS, DP, PP	Seabock	Open
4:21-cv-04913	N.D. Cal.	6/28/2021	Eddie Wing Yuen Yee	Oakland	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04921	N.D. Cal.	6/28/2021	Jae Sik Lee	Oakland	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04926	N.D. Cal.	6/28/2021	Jerry Boddum	Oakland	May 2021	AS, DP, PP	Seabock	Default J.
4:21-cv-04917	N.D. Cal.	6/28/2021	Lucky Enterprises, Inc.	Oakland	May 2021	AS, DP, PP	Seabock	Open
4:21-cv-04916	N.D. Cal.	6/28/2021	Pine Grant Investment Co., LTD	San Francisco	June 2021	AS, DP, PP	Seabock	Open
3:21-cv-04923	N.D. Cal.	6/28/2021	Rahban A. Algazzali	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04922	N.D. Cal.	6/28/2021	Ral Properties, LLC	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04924	N.D. Cal.	6/28/2021	S.F. Partners	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04914	N.D. Cal.	6/28/2021	Ti Hang Lung, Co., Inc.	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04987	N.D. Cal.	6/29/2021	Gin Sun Hall Benevolent Association	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04985	N.D. Cal.	6/29/2021	Henry Yan	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04989	N.D. Cal.	6/29/2021	Nam Hoy Fook Yum Benevolent Society	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04984	N.D. Cal.	6/29/2021	Ronald Y. Wu	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04986	N.D. Cal.	6/29/2021	Teresa Luk; Chiu-Ki Luk	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-04990	N.D. Cal.	6/29/2021	Vocam Telegraph LLC	Oakland	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04992	N.D. Cal.	6/29/2021	Ying On Merchants and Labor Benevolent Association, Incorporated	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
4:21-cv-04988	N.D. Cal.	6/29/2021	Yvette Properties, Inc.	San Francisco	June 2021	AS, DP, PP	Seabock	Open
3:21-cv-05036	N.D. Cal.	6/30/2021	Betty Jean Louie II Limited Partnership	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05080	N.D. Cal.	6/30/2021	C. Kang Corporation	Alameda	May 2021	AS, DP, PP	Seabock	Closed
3:21-cv-05086	N.D. Cal.	6/30/2021	Chan Tong, LLC	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05085	N.D. Cal.	6/30/2021	Chi Fai Kam	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05088	N.D. Cal.	6/30/2021	Chung Enterprises, L.P.	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05037	N.D. Cal.	6/30/2021	Clement-Rorick	Oakland	May 2021	AS, DP, PP	Seabock	Open
3:21-cv-05081	N.D. Cal.	6/30/2021	Jack Dudum	Alameda	May 2021	AS, DP, PP	Seabock	Open

4:21-cv-05038	N.D. Cal.	6/30/2021	Jessica J. Kwon	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05083	N.D. Cal.	6/30/2021	KHC Investment Company	San Francisco	June 2021	AS, DP, PP	Seabock	Open
4:21-cv-05082	N.D. Cal.	6/30/2021	Latitude Wine Bars LLC	Alameda	May 2021	AS, DP, PP	Seabock	Settled
4:21-cv-05087	N.D. Cal.	6/30/2021	Lee On Dong Association	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05035	N.D. Cal.	6/30/2021	Michael Wiesner	Alameda	May 2021	AS, DP, PP	Seabock	Open
4:21-cv-05079	N.D. Cal.	6/30/2021	Tegsti Woldemichael	Oakland	May 2021	AS, DP, PP	Seabock	Open
3:21-cv-05084	N.D. Cal.	6/30/2021	Tom Family Benevolent Association	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
4:21-cv-05156	N.D. Cal.	7/6/2021	Kung Wo Company	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05157	N.D. Cal.	7/6/2021	Prima Materia LLC	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05371	N.D. Cal.	7/14/2021	Annie Wang	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05370	N.D. Cal.	7/14/2021	Chin Wing Cheun Benevolent Association, Incorporated	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05369	N.D. Cal.	7/14/2021	Kwong Sang Investment, LLC	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05374	N.D. Cal.	7/14/2021	Rahban Algazzali	Oakland	May 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05420	N.D. Cal.	7/15/2021	JQ Properties, LP	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
4:21-cv-05472	N.D. Cal.	7/16/2021	3RE5 LLC	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05473	N.D. Cal.	7/16/2021	Grant 1010, LLC	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05475	N.D. Cal.	7/16/2021	Hung On Tong Society	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05476	N.D. Cal.	7/16/2021	Magical Ice Cream Inc.	San Francisco	June 2021	AS, DP, PP	Seabock	Open
3:21-cv-05474	N.D. Cal.	7/16/2021	Yvonne Leung	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
4:21-cv-05510	N.D. Cal.	7/19/2021	Arthur Chan	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05509	N.D. Cal.	7/19/2021	Hip Sing Benevolent Association	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
3:21-cv-05539	N.D. Cal.	7/20/2021	Quong Fook Tong	San Francisco	June 2021	AS, DP, PP	Seabock	Open
4:21-cv-05935	N.D. Cal.	8/1/2021	IPV Associates, LLC	San Francisco	June 2021	AS, DP, PP	Seabock	Open
3:21-cv-06226	N.D. Cal.	8/12/2021	Hoy-Sun Ning Yung Benevolent Association Of America	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
4:21-cv-06259	N.D. Cal.	8/13/2021	1000 Stockton Street LLC	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06258	N.D. Cal.	8/13/2021	888 Stockton, LLC	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06256	N.D. Cal.	8/13/2021	Hop Wo	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06257	N.D. Cal.	8/13/2021	Sharon Kay So Epprecht	San Francisco	July 2021	AS, DP, PP	Seabock	Settled

3:21-cv-06290	N.D. Cal.	8/15/2021	Kate Wong	Oakland	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06297	N.D. Cal.	8/16/2021	Hando Kim	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
4:21-cv-06299	N.D. Cal.	8/16/2021	Lee Sing Yee Association, Inc.	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06344	N.D. Cal.	8/17/2021	Armin T. Wright	Oakland	July 2021	AS, DP, PP	Seabock	Open
3:21-cv-06340	N.D. Cal.	8/17/2021	Cindy Z. Silva	Oakland	July/Aug 2021	AS, DP, PP	Seabock	Open
3:21-cv-06319	N.D. Cal.	8/17/2021	George L. Yee	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06343	N.D. Cal.	8/17/2021	John Allen	Oakland	July/Aug 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06358	N.D. Cal.	8/17/2021	Phillip Chu	Oakland	July/Aug 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06341	N.D. Cal.	8/17/2021	R-Go Corporation	Oakland	July/Aug 2021	AS, DP, PP	Seabock	Open
4:21-cv-06342	N.D. Cal.	8/17/2021	Tarayana, LLC	Oakland	July 2021	AS, DP, PP	Seabock	Settled
4:21-cv-06320	N.D. Cal.	8/17/2021	Zhuo Xin Huang	San Francisco	July 2021	AS, DP, PP	Seabock	Open
3:21-cv-06451	N.D. Cal.	8/20/2021	Reza Saffarian	Oakland	July 2021	AS, DP, PP	Seabock	Open
3:21-cv-06447	N.D. Cal.	8/20/2021	Vo Nguyen	Oakland	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-06541	N.D. Cal.	8/24/2021	Mosleh A. Aljamal	Oakland	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-06540	N.D. Cal.	8/24/2021	Stalwart Venture LLC	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06544	N.D. Cal.	8/25/2021	B. Patisserie, LLC	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
4:21-cv-06548	N.D. Cal.	8/25/2021	Divisadero Sports Bar LLC	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06547	N.D. Cal.	8/25/2021	Downonthebayou Productions	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06543	N.D. Cal.	8/25/2021	Foothill Blvd LLC	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
4:21-cv-06545	N.D. Cal.	8/25/2021	Francisco Rico	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06542	N.D. Cal.	8/25/2021	Hoan Q. Ly; Anh M. Do	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06546	N.D. Cal.	8/25/2021	Owyang Family Corporation	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06586	N.D. Cal.	8/26/2021	Elieth D. Caldera- Guerrero	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06587	N.D. Cal.	8/26/2021	Moufeed K. Mohamed	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06598	N.D. Cal.	8/26/2021	Mustafa Elsumeri	Oakland	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-06588	N.D. Cal.	8/26/2021	Wai Lau	San Francisco	July 2021	AS, DP, PP	Seabock	Open
4:21-cv-06634	N.D. Cal.	8/27/2021	Abdul Mohsen Alawdi	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06632	N.D. Cal.	8/27/2021	Eag Kath	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06631	N.D. Cal.	8/27/2021	Foothill Point LLC	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06636	N.D. Cal.	8/27/2021	Juanita Catanho	Oakland	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06635	N.D. Cal.	8/27/2021	Najib Himed	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06633	N.D. Cal.	8/27/2021	Wing and a Prayer, LLC	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled

4:21-cv-06683	N.D. Cal.	8/30/2021	Chick Chuen Wong	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
4:21-cv-06668	N.D. Cal.	8/30/2021	HMR Associates 2, LLC	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
4:21-cv-06682	N.D. Cal.	8/30/2021	KR and AJ, LLC	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06680	N.D. Cal.	8/30/2021	Lim Family Benevolent Society	San Francisco	July 2021	AS, DP, PP	Seabock	Open
3:21-cv-06678	N.D. Cal.	8/30/2021	Richard D. Dennin	San Francisco	July 2021	AS, DP, PP	Seabock	Open
3:21-cv-06679	N.D. Cal.	8/30/2021	Willie Wong	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06681	N.D. Cal.	8/30/2021	Yee Fung Toy Family Association	San Francisco	July 2021	AS, DP, PP	Seabock	Open
4:21-cv-06757	N.D. Cal.	8/31/2021	Adrienne June Wu	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06728	N.D. Cal.	8/31/2021	Byron Der	San Francisco	July 2021	AS, DP, PP	Seabock	Open
3:21-cv-06730	N.D. Cal.	8/31/2021	Byron Der	San Francisco	July 2021	AS, DP, PP	Seabock	Open
3:21-cv-06727	N.D. Cal.	8/31/2021	Connie Leung	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
4:21-cv-06780	N.D. Cal.	8/31/2021	Mohsen S. Mohamed	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06750	N.D. Cal.	8/31/2021	SF Mission Properties LLC	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-06754	N.D. Cal.	8/31/2021	Sing & Yuen Properties, LLC	San Francisco	July 2021	AS, DP, PP	Seabock	Open
3:21-cv-06779	N.D. Cal.	8/31/2021	Zaroon, Inc.	Oakland	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-06899	N.D. Cal.	9/6/2021	Community Fund 2, LLC	Oakland	Aug. 2021	AS, DP, PP	Seabock	Open
4:21-cv-06896	N.D. Cal.	9/6/2021	Joseph P. Torrano	San Francisco	July 2021	AS, DP, PP	Seabock	Open
3:21-cv-06910	N.D. Cal.	9/7/2021	Mahmud Ghanem	Oakland	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-06911	N.D. Cal.	9/7/2021	Simran Boparai LLC	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
4:21-cv-07058	N.D. Cal.	9/13/2021	Brendan Frost	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07203	N.D. Cal.	9/17/2021	Amarjean Basrai	Fremont	Aug. 2021	AS, DP, PP	Seabock	Settled
4:21-cv-07214	N.D. Cal.	9/17/2021	Amjad Youssef Salah	Union City	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07224	N.D. Cal.	9/17/2021	Galardi Group, Inc.	Fremont	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-07213	N.D. Cal.	9/17/2021	Gene R. Housley	Castro Valley	Aug. 2021	AS, DP, PP	Seabock	Settled
4:21-cv-07216	N.D. Cal.	9/17/2021	Larry Kuzni	Castro Valley	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07222	N.D. Cal.	9/17/2021	Melissa West Phillips	Hayward	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-07219	N.D. Cal.	9/17/2021	Piroz Yousofi	Fremont	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-07212	N.D. Cal.	9/17/2021	Roger J. Olivas	Fremont	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07217	N.D. Cal.	9/17/2021	Salwa G. Aboumrads	Fremont	Aug. 2021	AS, DP, PP	Seabock	Open
4:21-cv-07287	N.D. Cal.	9/19/2021	Hera Alikian	Castro Valley	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07286	N.D. Cal.	9/19/2021	Taquerias Limon, LLC	Fremont	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07307	N.D. Cal.	9/20/2021	99 Cents Only Retails LLC	Fremont	Aug. 2021	AS, DP, PP	Seabock	Settled

3:21-cv-07289	N.D. Cal.	9/20/2021	Forpaws Spay & Neuter Clinic	Fremont	Aug. 2021	AS, DP, PP	Seabock	Settled
4:21-cv-07305	N.D. Cal.	9/20/2021	Fremont Blacow LLC	Fremont	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07317	N.D. Cal.	9/20/2021	Fremont Square Retail LLC	Fremont	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-07290	N.D. Cal.	9/20/2021	Harman Management Corporation	Fremont	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07304	N.D. Cal.	9/20/2021	North Coast Rentals, LLC	Fremont	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07288	N.D. Cal.	9/20/2021	Thanh Van Thi Uong	Fremont	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-07353	N.D. Cal.	9/22/2021	Morteza Tabar	San Francisco	July 2021	AS, DP, PP	Seabock	Open
3:21-cv-07407	N.D. Cal.	9/23/2021	Abdulla Said	Oakland	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07402	N.D. Cal.	9/23/2021	Divisadero Professional Offices LLC	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07406	N.D. Cal.	9/23/2021	Nashwan M. Ali	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07408	N.D. Cal.	9/23/2021	Paul Pang	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
4:21-cv-07403	N.D. Cal.	9/23/2021	Yvonne H. Cotton	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07483	N.D. Cal.	9/27/2021	Ahmed Mohamed	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07508	N.D. Cal.	9/27/2021	Myles M. LLC	Castro Valley	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-07531	N.D. Cal.	9/27/2021	Vu Le	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
4:21-cv-07534	N.D. Cal.	9/28/2021	648 Pacific LLC	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
4:21-cv-07553	N.D. Cal.	9/28/2021	Armando Gonzalez	Fremont	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-07536	N.D. Cal.	9/28/2021	Frederick Lo; Amy Lo	San Francisco	June 2021	AS, DP, PP	Seabock	Settled
4:21-cv-07533	N.D. Cal.	9/28/2021	James Jso Min Sung	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
4:21-cv-07550	N.D. Cal.	9/28/2021	Joe C. Betchart	Union City	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07542	N.D. Cal.	9/28/2021	Kashmir Dhugga	Hayward	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-07532	N.D. Cal.	9/28/2021	Maria Link	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07537	N.D. Cal.	9/28/2021	New Wayne's Liquor, Inc.	San Francisco	July 2021	AS, DP, PP	Seabock	Open
4:21-cv-07535	N.D. Cal.	9/28/2021	Rick and Linda Der Investments LLC	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07545	N.D. Cal.	9/28/2021	Son Hoang	Castro Valley	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07588	N.D. Cal.	9/29/2021	Abdo Almowld	Oakland	Aug. 2021	AS, DP, PP	Seabock	Open
4:21-cv-07641	N.D. Cal.	9/29/2021	Alemayo Kahsai	Oakland	July 2021	AS, DP, PP	Seabock	Open
4:21-cv-07636	N.D. Cal.	9/29/2021	Larry Everett Weed	Hayward	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-07640	N.D. Cal.	9/29/2021	Sandra Wagoner	Hayward	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07638	N.D. Cal.	9/29/2021	VSHA Nevada, LLC	Hayward	Aug. 2021	AS, DP, PP	Seabock	Settled

3:21-cv-07594	N.D. Cal.	9/29/2021	Yasina Salma	Oakland	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07656	N.D. Cal.	9/30/2021	Jacqueline Cooper	San Francisco	July 2021	AS, DP, PP	Seabock	Open
3:21-cv-07657	N.D. Cal.	9/30/2021	Madison 18 Residences LLC, Coin Laundry Pros Inc	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07655	N.D. Cal.	9/30/2021	SBMANN5, LLC	Oakland	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-07753	N.D. Cal.	10/5/2021	Carmel Rafael	Hayward	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07754	N.D. Cal.	10/5/2021	Charlene Tambara	Fremont	Aug. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-07862	N.D. Cal.	10/7/2021	Patricia Maya	Hayward	Aug. 2021	AS, DP, PP	Seabock	Open
4:21-cv-08072	N.D. Cal.	10/15/2021	Antonios D. Panagiotopoulos	San Francisco	July 2021	AS, DP, PP	Seabock	Settled
3:21-cv-08071	N.D. Cal.	10/15/2021	WA-SFCT LLC	San Francisco	July 2021	AS, DP, PP	Seabock	Open
3:21-cv-08468	N.D. Cal.	10/31/2021	Christine Zhu	San Leandro	Oct. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-08576	N.D. Cal.	11/3/2021	Dorothy L. Carbone	San Leandro	Oct. 2021	AS, DP, PP	Seabock	Open
3:21-cv-08581	N.D. Cal.	11/3/2021	D'Souza Enterprises LLC	San Leandro	Oct. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-08585	N.D. Cal.	11/3/2021	El Mezcal, Inc.	Hayward	Oct. 2021	AS, DP, PP	Seabock	Open
3:21-cv-08561	N.D. Cal.	11/3/2021	Evelyn Hertz	Hayward	Oct. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-08575	N.D. Cal.	11/3/2021	Evelyn Malone	San Leandro	Oct. 2021	AS, DP, PP	Seabock	Open
3:21-cv-08577	N.D. Cal.	11/3/2021	Guadalajara Enterprises, Inc.	San Leandro	Oct. 2021	AS, DP, PP	Seabock	Open
3:21-cv-08579	N.D. Cal.	11/3/2021	Guadalajara Enterprises, Inc.	San Leandro	Oct. 2021	AS, DP, PP	Seabock	Open
3:21-cv-08560	N.D. Cal.	11/3/2021	Joseph Bernardini	Hayward	Oct. 2021	AS, DP, PP	Seabock	Open
4:21-cv-08583	N.D. Cal.	11/3/2021	Kunimatsu Iwane	San Leandro	Oct. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-08582	N.D. Cal.	11/3/2021	Masudi, LLC	San Leandro	Oct. 2021	AS, DP, PP	Seabock	Open
3:21-cv-08573	N.D. Cal.	11/3/2021	Pablo Cornejo	Hayward	Oct. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-08584	N.D. Cal.	11/3/2021	Ramesh Sood	San Lorenzo	Oct. 2021	AS, DP, PP	Seabock	Open
4:21-cv-08574	N.D. Cal.	11/3/2021	Sun-Hayward, LLC	Hayward	Oct. 2021	AS, DP, PP	Seabock	Open
3:21-cv-08594	N.D. Cal.	11/4/2021	Cyntha Hertz	Hayward	Oct. 2021	AS, DP, PP	Seabock	Settled
4:21-cv-08774	N.D. Cal.	11/11/2021	Jay Song Choe	Hayward	Oct. 2021	AS, DP, PP	Seabock	Settled
4:21-cv-08780	N.D. Cal.	11/12/2021	Joja Pi	Hayward	Oct. 2021	AS, DP, PP	Seabock	Open
3:21-cv-08782	N.D. Cal.	11/12/2021	Seung Lee; Jassal Bros. LLC	San Lorenzo	Oct. 2021	AS, DP, PP	Seabock	Open
3:21-cv-08902	N.D. Cal.	11/17/2021	Ahad Bshaarat	Hayward	Oct. 2021	AS, DP, PP	Seabock	Open
3:21-cv-08935	N.D. Cal.	11/17/2021	Alfred Delgadillo	Hayward	Oct. 2021	AS, DP, PP	Seabock	Open

3:21-cv-08934	N.D. Cal.	11/17/2021	Hayward Commercial Investors, LLC	Hayward	Oct. 2021	AS, DP, PP	Seabock	Closed
3:21-cv-08946	N.D. Cal.	11/18/2021	Man Kim	Hayward	Oct. 2021	AS, DP, PP	Seabock	Open
5:21-cv-09115	N.D. Cal.	11/23/2021	Gary James Sunseri	San Jose	Nov. 2021	AS, DP, PP	Seabock	Open
4:21-cv-09116	N.D. Cal.	11/23/2021	Jang W. Lee	San Jose	Nov. 2021	AS, DP, PP	Seabock	Settled
5:21-cv-09117	N.D. Cal.	11/23/2021	LAC Hong Inc.	San Jose	Nov. 2021	AS, DP, PP	Seabock	Open
5:21-cv-09182	N.D. Cal.	11/29/2021	Hardial S. Pannu	San Jose	Nov. 2021	AS, DP, PP	Seabock	Open
5:21-cv-09185	N.D. Cal.	11/29/2021	Jenny Ha Nguyen	San Jose	Nov. 2021	AS, DP, PP	Seabock	Open
5:21-cv-09179	N.D. Cal.	11/29/2021	Madurai Appu Inc.	Santa Clara	Nov. 2021	AS, DP, PP	Seabock	Open
3:21-cv-09191	N.D. Cal.	11/29/2021	Phuong Nguyen	San Lorenzo	Nov. 2021	AS, DP, PP	Seabock	Open
5:21-cv-09180	N.D. Cal.	11/29/2021	Saifullah Memon	Santa Clara	Nov. 2021	AS, DP, PP	Seabock	Open
5:21-cv-09183	N.D. Cal.	11/29/2021	Tasso G. Pattas	San Jose	Nov. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-09189	N.D. Cal.	11/29/2021	Yip Holdings Six, LLC	San Lorenzo	Nov. 2021	AS, DP, PP	Seabock	Open
3:21-cv-09236	N.D. Cal.	11/30/2021	Delatorre Properies LLC	San Jose	Nov. 2021	AS, DP, PP	Seabock	Open
3:21-cv-09234	N.D. Cal.	11/30/2021	Gawhar Fadhle	Oakland	Aug. 2021	AS, DP, PP	Seabock	Open
3:21-cv-09223	N.D. Cal.	11/30/2021	Randy Chuong	San Leandro	Nov. 2021	AS, DP, PP	Seabock	Open
3:21-cv-09363	N.D. Cal.	12/3/2021	Wescott Investment II LLC	Santa Clara	Nov. 2021	AS, DP, PP	Seabock	Open
3:21-cv-09511	N.D. Cal.	12/9/2021	14366 E 14th St, LLC;	San Leandro	Oct. 2021	AS, DP, PP	Seabock	Open
5:21-cv-09512	N.D. Cal.	12/9/2021	Hana Bottle Shop LLC	Santa Clara	Nov. 2021	AS, DP, PP	Seabock	Open
4:21-cv-09509	N.D. Cal.	12/9/2021	Parmjit Kaur	San Lorenzo	Oct. 2021	AS, DP, PP	Seabock	Open
4:21-cv-09657	N.D. Cal.	12/15/2021	Robert A. Singh	San Mateo	Dec. 2021	AS, DP, PP	Seabock	Open
3:21-cv-09788	N.D. Cal.	12/20/2021	Ellsworth-Poplar LLC	San Mateo	Dec. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-09785	N.D. Cal.	12/20/2021	Gateway Crossing Inc.	San Mateo	Dec. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-09789	N.D. Cal.	12/20/2021	Jong Kim	San Leandro	Oct. 2021	AS, DP, PP	Seabock	Open
4:21-cv-09808	N.D. Cal.	12/20/2021	Karen Doherty	San Mateo	Dec. 2021	AS, DP, PP	Seabock	Settled
4:21-cv-09790	N.D. Cal.	12/20/2021	Mohammad Alzghoul	San Jose	Nov. 2021	AS, DP, PP	Seabock	Open
3:21-cv-09811	N.D. Cal.	12/20/2021	Nny, LLC	San Mateo	Dec. 2021	AS, DP, PP	Seabock	Open
4:21-cv-09809	N.D. Cal.	12/20/2021	Ronald Q. Robertson	San Mateo	Dec. 2021	AS, DP, PP	Seabock	Open
4:21-cv-09791	N.D. Cal.	12/20/2021	Wilkie H. Wong	San Mateo	Dec. 2021	AS, DP, PP	Seabock	Open
3:21-cv-09956	N.D. Cal.	12/22/2021	Jannclan LLC	San Mateo	Dec. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-09965	N.D. Cal.	12/23/2021	Jack Jow	San Mateo	Dec. 2021	AS, DP, PP	Seabock	Open
4:21-cv-09964	N.D. Cal.	12/23/2021	Jana Gluckman	San Leandro	Oct. 2021	AS, DP, PP	Seabock	Settled
4:21-cv-09957	N.D. Cal.	12/23/2021	Kaleem U. Chaudhry	San Mateo	Dec. 2021	AS, DP, PP	Seabock	Settled
3:21-cv-09966	N.D. Cal.	12/23/2021	Kay Park	San Carlos	Dec. 2021	AS, DP, PP	Seabock	Open

3:21-cv-09963	N.D. Cal.	12/23/2021	Kim S. Teav	San Mateo	Oct. 2021	AS, DP, PP	Seabock	Open
4:22-cv-00121	N.D. Cal.	1/9/2022	JDGL Properties, LLC	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
4:22-cv-00127	N.D. Cal.	1/9/2022	Jose Rodriguez	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00122	N.D. Cal.	1/9/2022	Organic Tomato Inc	San Carlos	Dec. 2021	AS, DP, PP	Seabock	Open
4:22-cv-00135	N.D. Cal.	1/10/2022	2950 Middlefield Partners LLC	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Settled
4:22-cv-00161	N.D. Cal.	1/10/2022	Anastasia Chapralis	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Settled
3:22-cv-00133	N.D. Cal.	1/10/2022	Bulmaro Gonzalez	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
4:22-cv-00131	N.D. Cal.	1/10/2022	C.N. Khov, Inc	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00136	N.D. Cal.	1/10/2022	Donald Beeson	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
4:22-cv-00137	N.D. Cal.	1/10/2022	Elie S. Khano	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
4:22-cv-00130	N.D. Cal.	1/10/2022	Gary F. Seller	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00132	N.D. Cal.	1/10/2022	Marcial Gonzalez	Menlo Park	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00158	N.D. Cal.	1/10/2022	Martin Pena	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00160	N.D. Cal.	1/10/2022	Rona Maskan LLC	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00159	N.D. Cal.	1/10/2022	Shahrokh Satvatmanesh	Menlo Park	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00134	N.D. Cal.	1/10/2022	Tony Gundogdu	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00173	N.D. Cal.	1/11/2022	AJ Royal Market Inc	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00166	N.D. Cal.	1/11/2022	Carlos Perez	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00163	N.D. Cal.	1/11/2022	Emerald City Liquors, Inc	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00193	N.D. Cal.	1/11/2022	Grarceila Davenport	Menlo Park	Dec. 2021	AS, DP, PP	Seabock	Settled
4:22-cv-00164	N.D. Cal.	1/11/2022	Jose Moreno	Menlo Park	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00175	N.D. Cal.	1/11/2022	Lynne Frank	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
4:22-cv-00172	N.D. Cal.	1/11/2022	Mark C. Gillman	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
4:22-cv-00169	N.D. Cal.	1/11/2022	P2L8E LLC	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
4:22-cv-00192	N.D. Cal.	1/11/2022	Peninsula Company	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00167	N.D. Cal.	1/11/2022	Thrifty Payless, Inc.	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00168	N.D. Cal.	1/11/2022	Thrifty Payless, Inc.	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00171	N.D. Cal.	1/11/2022	Vijaya Foods, Inc.	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Open
5:22-cv-00199	N.D. Cal.	1/12/2022	Bowers Plaza GP	Santa Clara	Nov. 2021	AS, DP, PP	Seabock	Open
3:22-cv-00197	N.D. Cal.	1/12/2022	Enrique Santiago	Menlo Park	Dec. 2021	AS, DP, PP	Seabock	Open
4:22-cv-00198	N.D. Cal.	1/12/2022	RDF Investments LLC	San Jose	Dec. 2021	AS, DP, PP	Seabock	Open
4:22-cv-00285	N.D. Cal.	1/14/2022	James O. Bibbler	Redwood City	Dec. 2021	AS, DP, PP	Seabock	Settled
5:22-cv-00286	N.D. Cal.	1/14/2022	Oro Sol Corporation	San Jose	Dec. 2021	AS, DP, PP	Seabock	Open

3:22-cv-00321	N.D. Cal.	1/16/2022	Moscini Pizza, Inc.	Menlo Park	Dec. 2021	AS, DP, PP	Seabock	Open
4:22-cv-00917	N.D. Cal.	2/14/2022	Ali M. Fadel	San Bruno	Jan. 2022	AS, DP, PP	Seabock	Open
4:22-cv-00913	N.D. Cal.	2/14/2022	Chicken 4 U, Inc.	Millbrae	Jan. 2022	AS, DP, PP	Seabock	Open
4:22-cv-00912	N.D. Cal.	2/14/2022	Dan Lyons	Burlingame	Jan. 2022	AS, DP, PP	Seabock	Open
4:22-cv-00918	N.D. Cal.	2/14/2022	Mar Y Mar Inc.	San Bruno	Jan. 2022	AS, DP, PP	Seabock	Open
4:22-cv-00919	N.D. Cal.	2/15/2022	Esther Gomez	San Bruno	Jan. 2022	AS, DP, PP	Seabock	Open
4:22-cv-00920	N.D. Cal.	2/15/2022	Martha G. Cruz	San Bruno	Jan. 2022	AS, DP, PP	Seabock	Open
4:22-cv-00921	N.D. Cal.	2/15/2022	Yomies Rice X Yogurt LLC	Millbrae	Jan. 2022	AS, DP, PP	Seabock	Open
4:22-cv-01128	N.D. Cal.	2/24/2022	Elmasyoon Investments, Inc.	S. San Francisco	Jan. 2022	AS, DP, PP	Seabock	Open
4:22-cv-01137	N.D. Cal.	2/24/2022	Mary Louise Orr	S. San Francisco	Jan. 2022	AS, DP, PP	Seabock	Open
4:22-cv-01165	N.D. Cal.	2/24/2022	Yong Pong Joun	S. San Francisco	Jan. 2022	AS, DP, PP	Seabock	Open
4:21-cv-01395	N.D. Cal.	2/25/2022	Chancellor Hotel Associates	San Francisco	Feb. 4, 2021	AS, DP, PP	Handy	Open
4:21-cv-01357	N.D. Cal.	2/25/2022	DCP Sf Columbus Ave Owner LLC	San Francisco	Feb. 3, 2021	AS, DP, PP	Handy	Stayed
4:22-cv-01219	N.D. Cal.	2/28/2022	Trans'-Global LLC	S. San Francisco	Jan. 2022	AS, DP, PP	Seabock	Open
4:22-cv-01523	N.D. Cal.	3/10/2022	Muhamad Ahmad Edais	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
3:22-cv-01524	N.D. Cal.	3/10/2022	Kueui Chang Yeh	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
3:22-cv-01525	N.D. Cal.	3/10/2022	Toni Leonetti	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
3:22-cv-01526	N.D. Cal.	3/10/2022	Gina Kim	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
4:22-cv-01522	N.D. Cal.	3/10/2022	Woolsey Street LLC	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
4:22-cv-01527	N.D. Cal.	3/10/2022	A&A Laundry LLC	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
3:22-cv-01613	N.D. Cal.	3/15/2022	Geronima S. Belen-Bautista	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
4:22-cv-01612	N.D. Cal.	3/15/2022	Asad Joseph	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
3:22-cv-01763	N.D. Cal.	3/20/2022	John Agelopoulos	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
3:22-cv-01764	N.D. Cal.	3/20/2022	Michelle Mei Xiao Yip	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
4:22-cv-01765	N.D. Cal.	3/20/2022	Mary L. Ghattas	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
3:22-cv-01768	N.D. Cal.	3/21/2022	Andoni S. Tannous	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
3:22-cv-01770	N.D. Cal.	3/21/2022	El Salvador De Pais, Inc.	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
4:22-cv-01769	N.D. Cal.	3/21/2022	S&D Rantisi, LLC	San Francisco	Feb. 2022	AS, DP, PP	Seabock	Open
3:22-cv-01935	N.D. Cal.	3/27/2022	Wisfe Aish	San Francisco	Feb. 2022	AS, PP	Seabock	Open
3:22-cv-01936	N.D. Cal.	3/27/2022	Hasmukh Patel	San Francisco	Jan. 2022	AS, PP	Seabock	Open

**Exhibit J – Photo of Lyle Tuttle Tattoo Shop and Museum, 841
Columbus Avenue, San Francisco**



**Exhibit K – Photo of the Entrance to Dim Sum Corner, 601 Grant
Avenue, San Francisco**

