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Attorneys for Defendant
Church of Scientology International

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

J.K. PROPERTIES, INC.

Plaintiff,

vs.

CHURCH OF SCIENTOLOGY
INTERNATIONAL, ET AL

Defendants.

Case No. RIC 461032

RESPONSE TO PLAINTIFF AND
CROSS-DEFENDANT, J.K.
PROPERTIES, INC.'S AMENDED
OBJECTIONS TO EVIDENCE

Date: March 10, 2008
Time: 8:30
Dept: 7

CHURCH OF SCIENTOLOGY
INTERNATIONAL,

Cross-complainant,

vs.

J.K. PROPERTIES, INC.,

Cross-defendants.

I. INTRODUCTION

Defendant and Cross-Complainant Church of Scientology International herewith files Response to plaintiff/cross-defendant J.K. Properties' **AMENDED** Objections to Evidence. J.K. has objected to virtually every piece of evidence presented by the Church

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RIVERSIDE

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1 with frivolous boilerplate objections. It is one thing to make objections with arguable
2 merit and to defend the objection and give *some* basis for it. But J.K. does neither.
3 Rather, it makes boilerplate claims accompanied otherwise by silence, requiring the
4 Church to argue each. The objections are also quite different from the initial objections,
5 thus requiring this second formal response.

6 For example, J.K. objects on foundational grounds to the introduction of numerous
7 exhibits which its own president, Anil Mehta, authenticated at his deposition, and which it
8 produced in discovery, constituting letters sent from J.K.'s attorney to Church counsel. It
9 also objects to all letters sent from the Church to J.K. which it conceded were received,
10 and are the basis for its own defenses in the Cross-complaint.

11 J.K. relies upon many of the same exhibits it objects to, while not disputing the
12 significance of the exhibits argued by the Church in the motion for summary judgment.

13 J.K. also consistently objects to deposition testimony of its own principals and
14 agents on the grounds that it is "irrelevant" or "contains settlement discussions." Yet not
15 a single admission from any purported "settlement discussion" is offered by the Church
16 and no objection was made during any deposition to that effect. And, J.K. does not
17 identify what is allegedly objectionable as having been adduced in a settlement
18 discussion, nor does J.K. state how or why these would be objectionable.

19 Moreover, prior to J.K.'s filing of its unlawful detainer complaint, there were a
20 number of communications between the parties in an attempt to resolve this matter before
21 having to resort to the courts. J.K.'s claim for damages is based in major part upon an
22 assertion that an "agreement" somehow arose out of these discussions – while at the same
23 time it seeks to exclude all such communications about this purported agreement as
24 "settlement." The objection is frivolous.

25 J.K. also inanely asserts boilerplate objections to virtually all evidence as irrelevant
26 and immaterial to the central issues which J.K. itself has raised in this case.

27 In short, the objections constitute inapplicable generalities and pointless make-
28 work. All objections should be overruled.

1 Please note that J.K.'s Amended objections have omitted many of the frivolous
2 objections set forth in its initial set of objections, such as complaints that deposition
3 testimony was out of context; that testimony of its principals is not admissible against it;
4 the inaccurate assertion that Mr. Mehta was not provided an interpreter; and others. As
5 all prior objections are presumably no longer at issue, such prior objections will not be
6 addressed herein.

7
8 **RESPONSE TO SPECIFIC OBJECTIONS**

9 **Exhibit A - Declaration of Catherine Fraser**

10 **Objection No. 1**

11 *Page 1, line 9. "... which makes and distributes religious films and lectures."*
12 This statement by Ms. Fraser is relevant because it simply identifies who the
13 defendant/cross-complainant is and what it does. J.K. leased apartments to a religious
14 organization for its staff members. That fact is relevant.

15
16 **Objection No. 2**

17 *Page 1, lines 19-21 and Exhibit F to Motion for Summary Judgment. "On August*
18 *7, 2006, Golden Era provided a 90-day notice to Anza and Excel that it was vacating the*
19 *remaining 53 units in the apartment complex. (A true and correct copy is appended*
20 *hereto as Exhibit F.)"* Ms. Fraser's declaration sets forth her personal knowledge to state
21 that a legal notice letter was sent on August 7, 2006 on behalf of the Church division,
22 Golden Era Productions ("Golden Era"), giving notice that it would vacate the premises at
23 issue and to authenticate the letter sent, by stating therein:

24 1. I make the following statements of my own
25 personal knowledge and if called to testify thereto, could and
would do so competently.

26 2. I am and have been an employee of the Church of
27 Scientology International, Golden Era Productions division
for more than 10 years. My responsibilities include corporate
and legal matters for Golden Era Productions.

28 Ms. Fraser properly authenticates documents in this paragraph reflecting acts

1 undertaken by her personally or at her specific direction and control. "A writing may be
2 authenticated by anyone who saw the writing made or executed, including a subscribing
3 witness." Evidence Code §1413. Testimony from a percipient witness, speaking from
4 personal knowledge as to the execution of a writing, is sufficient. *People v. Estrada*
5 (1979) 93 Cal.App.3d 76, 100, 155 Cal.Rptr. 731.

6 The objection is frivolous make-work, because the *verified* unlawful detainer
7 Complaint in this action alleges the identical fact to which J.K. here objects - that the
8 Church gave notice to leave but did not. (See Complaint, ¶7(a).) Indeed, that is basis of
9 the Complaint.

10
11 **Objection No. 3**

12 *Page 1, lines 21-22 and Exhibit G to Motion for Summary Judgment. "The*
13 *Church subsequently withdrew that notice. (A true and correct copy is appended hereto*
14 *as Exhibit G.)"* J.K. objects on foundational grounds to Ms. Fraser's statement that the
15 Church withdrew its notice to vacate. Again, Ms. Fraser's declaration sets forth her
16 personal knowledge to state that a legal letter was sent on behalf of Golden Era, by stating
17 therein:

18 1. I make the following statements of my own
19 personal knowledge and if called to testify thereto, could and
20 would do so competently.

21 2. I am and have been an employee of the Church of
22 Scientology International, Golden Era Productions division
23 for more than 10 years. My responsibilities include corporate
24 and legal matters for Golden Era Productions.

25 The Objection is frivolous, since J.K.'s Opposition to the Motion for Summary
26 Judgment makes the identical assertion of fact. (See Memorandum, Opposition to
27 Summary Judgment, page 3, lines 12 ½ - 14.) Moreover, Ms. Fraser properly
28 authenticates documents in this paragraph reflecting acts undertaken at her direction and
control. "A writing may be authenticated by anyone who saw the writing made or
executed, including a subscribing witness." Evidence Code §1413. Testimony from a
percipient witness, speaking from personal knowledge as to the execution of a writing, is

1 sufficient. *People v. Estrada* (1979) 93 Cal.App.3d 76, 100, 155 Cal.Rptr. 731.

2
3 **Objection No. 4**

4 *Page 1, lines 22-25 and Exhibit H to Motion for Summary Judgment. "However,*
5 *J.K. took the position that the notice could not be withdrawn and demanded the property*
6 *be vacated by November 5, 2006. (A true and correct copy of the letter from J.K.'s*
7 *attorney to this effect is appended hereto as Exhibit H.)" J.K. asserts boilerplate*
8 *foundation, hearsay, relevance and "settlement discussions" grounds to object to Ms.*
9 *Fraser's statement that J.K. informed the Church that its notice to vacate could not be*
10 *withdrawn and required that the property be vacated by November 5, 2006. However,*
11 *this foundational fact is also alleged in the verified Complaint, at ¶7(b) so is obviously*
12 *relevant. Ms. Fraser's statement is not hearsay, and a letter from a landlord demanding a*
13 *tenant vacate a premises is hardly "settlement" discussions conceding an issue of liability.*
14 *Indeed, if the 3 foregoing objections were sustained and the evidence of these events*
15 *stricken, there would be no basis for the unlawful detainer complaint.*

16 Ms. Fraser sets forth in paragraphs 1 and 2 of her Declaration, sufficient personal
17 knowledge to state that a letter was received by J.K. Properties, which she authenticates
18 as Exhibit H to the Summary Judgment Motion.

19
20 **Objections No. 5 and 6**

21 *Declaration page 1, line 28 to page 2, line 8, and Exhibit I to Motion for Summary*
22 *Judgment. "At my direction, on November 4, 2006, a representative of the Church, Linda*
23 *Greilich, spoke by telephone with Pinkel Jogani, one of the principals of J.K.,*
24 *endeavoring to negotiate an extension of the lease. Arising out of that call, Ms. Greilich*
25 *faxed a letter to Mr. Jogani on November 4, 2006, which stated: "Dear Mr. Jogani, this*
26 *is to put in writing what we agreed per our phone conversation of today's date that we,*
27 *Golden Era Productions, will give you 90 days notice to move out, and we will pay you*
28 *60 days bonus of rent when we move out." (A true and correct copy I caused to be sent*

1 *by Ms. Greilich is appended hereto as Exhibit I.)*” Ms. Fraser sets forth her personal
2 knowledge of what she instructed her subordinate to do in calling J.K.’s principal Mr.
3 Jogani, and to authenticate the resulting letter Ms. Fraser had her subordinate Ms.
4 Greilich fax to Mr. Jogani. Testimony from a percipient witness, speaking from personal
5 knowledge as to the execution of a writing, is sufficient. *People v. Estrada* (1979) 93
6 Cal.App.3d 76, 100, 155 Cal.Rptr. 731.

7 The letter otherwise speaks for itself and is not hearsay. The call and letter are
8 manifestly relevant, as they gave rise to the very document which J.K.’s principals assert
9 is the basis for over \$100,000 of damages it claims. Indeed, these objections are
10 exemplary of the make-work nature of these pointless objections, since the letter (SJ
11 Motion, Exhibit I), from Ms. Greilich was also authenticated by J.K.’s president, Anil
12 Mehta at his deposition. (The entirety of Anil Mehta’s deposition with all exhibits is
13 herewith lodged with the Court. See Page 4, identifying the letter as Exhibit A to
14 deposition and page 17 at which Mr. Mehta authenticates the letter.) A writing may be
15 authenticated by evidence that the party against whom it is offered has already admitted
16 its authenticity. *California Metal Enameling Co. v. Waddington* (1977) 74 Cal.App.3d
17 391, 395.

18 Obviously the exhibit is not “irrelevant”, since it forms part of the basis for J.K.’s
19 argument that it is entitled to an offset for what J.K. incorrectly asserts is a “contract.”

20
21 **Objection No. 7**

22 *Page 2, lines 6-8 and Exhibit J to Motion for Summary Judgment. “On November*
23 *5, 2006, J.K.’s, attorney wrote and characterized the letter from Ms. Greilich not as an*
24 *agreement, but as an “offer.” (A true and correct copy is appended hereto as Exhibit*
25 *J.)”*¹ Ms. Fraser also properly authenticates this letter from J.K.’s agent which was

26
27
28 ¹ Note there is a typo in the description of the letter, as the date of the letter is
November 6, 2006, not November 5, 2006. It is Exhibit J to the Motion for Summary
Judgment.

1 received by her within the scope of her duties and within Ms. Fraser's personal
2 knowledge, written to her counsel by J.K.'s counsel.

3 Moreover, J.K.'s president Anil Mehta authenticated the same letter at his
4 deposition. (See description of letter listed at p. 4 as Exhibit B, and p. 21 of deposition at
5 which he authenticates the letter.) A writing may be authenticated by evidence that the
6 party against whom it is offered has already admitted its authenticity. *California Metal*
7 *Enameling Co. v. Waddington* (1977) 74 Cal.App.3d 391, 395.

8
9 **Objection No. 8**

10 *Declaration, page 2, lines 9-16, and Exhibit K to Motion for Summary Judgment.*

11 *"In a further letter sent to Church counsel and forwarded to me from Mr. Bhatia, on*
12 *November 14, 2006, he stated: "Please note that there is no agreement between the*
13 *parties to date, including any discussion between the parties on November 5, 2006.*
14 *Golden Era's letter does not bind my clients... Please be clear: there will be no*
15 *agreement until both parties execute a written extension of the lease, after all terms have*
16 *been resolved... Otherwise, please note that my clients will move forward on their*
17 *unlawful detainer claim." (A true and correct copy is appended hereto as Exhibit Ex.*
18 *K.)"*

19 Ms. Fraser is competent to authenticate the letter received from J.K. which
20 reflected the central issue in the case before the unlawful detainer was filed, and the letter
21 from J.K. otherwise speaks for itself. Moreover, J.K.'s president Anil Mehta
22 authenticated the same letter as Exhibit H. at page 30 of his deposition. A writing may be
23 authenticated by evidence that the party against whom it is offered has already admitted
24 its authenticity. *California Metal Enameling Co. v. Waddington* (1977) 74 Cal.App.3d
25 391, 395.

26 J.K. is also estopped from objecting to these statements since J.K. has already
27 acted upon these writings as "authentic," by filing its lawsuit herein on the basis of these
28 very facts. *Evidence Code* Section 1414(b); *People v. Lynn* (1984) 159 Cal.App.3d 715,

1 735. It is outrageous that J.K. would send a letter to the Church, produce it in discovery,
2 and then object that its own letter is not authenticated.

3
4 **Objection No. 9**

5 *Declaration, p. 2, lines 17-21. "Meanwhile, the parties engaged in settlement*
6 *discussions, however, such discussions failed to result in resolution of the case or*
7 *agreement on an amended lease. No agreement was achieved, and no new lease or*
8 *addendum to the existing lease was signed. Reaching no agreement on an extension of*
9 *the lease..."* Ms. Fraser is competent to assert the matters stated as the representative of
10 the Church involved in these discussions. The fact of settlement discussions is not
11 remotely barred by any rule of Evidence – only admissions of liability are barred. Nor is
12 the statement "irrelevant," as it goes to the heart of a defense raised by J.K. for its failure
13 to pay the security deposit.

14
15 **Objection No. 10**

16 *Declaration, p. 2, lines 21-23, and Exhibit N. "... on July 15, 2007, as a courtesy*
17 *to plaintiff, I instructed counsel to give a new 30-day notice to J.K. Properties that it*
18 *would be vacating the premises on August 15, 2007. (A true and correct copy is appended*
19 *hereto as Exhibit N.)"* Obviously Ms. Fraser is competent to testify as to the instructions
20 she personally gave to counsel resulting in a letter she required to be sent to J.K. from
21 counsel, and to authenticate the letter which was subsequently sent to J.K. Properties.
22 Moreover, the letter, which gave a final 30-day notice it would leave the premises, is the
23 centerpiece of J.K.'s argument that it should have 90 days rather than 30 days notice. As
24 with other objections, this is disingenuous, make-work.

25
26 **Objection No. 11**

27 *Paragraph 10, page 2, line 26 - page 3, line 2, and Exhibit O. "Mr. Jones sent me*
28 *a letter regarding the results of the walk-through, indicating "I must commend your*

1 organization on the overall condition of the apartments. I found no damages to any of the
2 apartments including the appliances that was not more than normal wear and tear." (A
3 true and correct copy is attached as Ex. O.)

4 The assertion that testimony is "irrelevant" is outrageous. It forms the basis of the
5 proof that the security deposit was required to be returned, and Ms. Fraser is competent to
6 testify as to the receipt of the letter from J.K.'s agent to the effect that there was no
7 damage to the property; and to authenticate such letter.

8 Moreover, Ms. Fraser declares she personally walked through the apartments with
9 Mr. Jones to inspect them before CSI vacated them and that Mr. Jones personally sent her
10 a letter. Witnesses may testify about things they have personally seen or heard or
11 otherwise experienced through their own senses. Evidence Code Section 702. J.K. has
12 offered no evidence to refute these facts.

13 Moreover, J.K.'s property manager William Jones also testified to the same effect
14 and authenticated the letter at hand in his deposition. (A copy of Mr. Jones' deposition is
15 herewith lodged with the Court, where he authenticates the letter he sent at pages 17-18,
16 and the letter is marked as Exhibit B to the deposition.)

17
18 **Objection No. 12**

19 *Declaration page 3, lines 4-5. "The Church pays Mr. Moxon's firm a reduced rate*
20 *flat retainer fee of \$4,500 per week for his work, the hours of which vary from week to*
21 *week." The sole objection to Ms. Fraser's testimony as to the funds paid to counsel is*
22 *"irrelevant." Obviously it is relevant to the issue of attorneys fees for at issue in this case.*

23
24 **Objection No. 13**

25 *Declaration page 3, lines 5-6. "Mr. Moxon has set forth his hours in a separate*
26 *declaration." The statement by Ms. Fraser simply points out that the specific attorney*
27 *hours are in a separate declaration from counsel. This objection is pointless and inane.*

28

Objections to Moxon [First] Declaration

Objection No. 14

1
2
3 *Declaration, page 1, lines 7-9. "On at least 10 occasions, I communicated both in*
4 *writing and orally with plaintiff's counsel in this case, pointing out the lack of merit of*
5 *plaintiff's theories of recovery for the charges set forth in the "Final Statement of*
6 *Account" and its attachment. "The statement at hand concerns the Church's many*
7 *attempts to reason with J.K. over the unmeritorious and unsupportable positions J.K. was*
8 *taking. It is highly relevant to the fees issue, and lack of good faith by J.K. It is not*
9 *remotely a "settlement" discussion.*

Objection No. 15

10
11
12 *Declaration page 1, lines 10-21. "The first such communication was a letter to*
13 *counsel following receipt of plaintiff's position respecting monies claimed owed, on*
14 *August 24, 2007. This lengthy letter set forth and refuted each of J.K.'s theories. (A true*
15 *and correct copy of this letter is attached hereto as Exhibit 1.)*

16 *3. Thereafter, on October 30, 2007, I wrote:*

17 *Your letter asserts a failure to pay "the sum owing" as to this*
18 *property and states that you intend to amend the complaint to*
19 *assert a fraud cause of action. I write again in an effort to*
20 *resolve this matter and urge you to reconsider this highly*
21 *inadvisable course of conduct.*

22 *I am setting forth the key points of the chronology here*
23 *for your information in an effort to prevent the need to*
24 *respond later to legal positions by your client which lack*
25 *merit and which are based upon conclusions not warranted*
26 *by the correct facts. "*

27 *Again, the statement at hand concerns the Church's many attempts to reason with J.K.*
28 *over the unmeritorious and unsupportable positions J.K. was taking. It is relevant to the*

1 fees issue, and lack of good faith by J.K. It is not remotely a “settlement” discussion.
2 Nor is it hearsay - its sets forth personal knowledge of the speaker re-iterating his own
3 prior statement not for the truth of the matter asserted, but that the statement was made.
4

5 **Objection No. 16**

6 *Declaration page 1, line 23- Page 2, line 2. “My letter thereafter set forth the*
7 *essential facts addressed in the instant summary judgment motion. The letter concluded:*

8 *Given that your client has not sought to rent any of the other*
9 *units it received last summer, the exemplary condition which*
10 *the property was maintained by the Church, and that the*
11 *Church is not in possession, there is no basis for damages in*
12 *this case and thus no reason to continue any litigation and the*
13 *unnecessary further expenditure of funds.”*

14 Again, the statement at hand concerns the Church’s many attempts to reason with J.K.
15 over the unmeritorious and unsupportable positions J.K. was taking. It is relevant to the
16 fees issue, and lack of good faith by J.K. It is not remotely a “settlement” discussion.
17 Nor is it hearsay - it sets forth personal knowledge of the speaker re-iterating his own
18 prior statement not for the truth of the matter asserted, but that the statement was made.
19

20 **Objection No. 17, 18 and 19**

21 Moxon Declaration, *“Plaintiff and its counsel ignored the letter. I thereafter spoke*
22 *to Mr. Jones about the issues in the case and offered to address any point he might wish*
23 *to avoid further litigation, but he declined.*

24 *4. Attorney Mason Yost took over primary responsibility of the case for plaintiff*
25 *thereafter, and indicated he intended to file an amended complaint addressing these same*
26 *theories of recovery. I spoke to him about the lack of merit and contradictory nature of*
27 *the plaintiff’s theories by telephone, and then again during the several depositions of his*
28 *clients. All of these efforts were unavailing.*

1 5. *Because of plaintiff's frivolous positions, I was required to take 4 depositions of*
2 *present and former Anza Management Company employees and one of the principals of*
3 *J.K. Properties to acquire the evidence set forth in the motion for summary judgment.*
4 *Again, the statements from the Moxon Declaration concern the Church's many attempts*
5 *to reason with J.K. and its counsel over the unmeritorious and unsupportable positions*
6 *J.K. was taking, and to avoid the need for expenses and waste of time (such as the instant*
7 *motion)."*

8 These statements are relevant to the fees issue, and lack of good faith by J.K. The
9 statements are not remotely a "settlement" discussion and concern no admission of
10 liability. Nor are the statements hearsay - they set forth personal knowledge of the
11 speaker re-iterating his own prior statement not for the truth of the matter asserted, but
12 that the statement was made.

13
14

Objection No. 20

15 *Declaration page 2, lines 4-19. "My client pays my firm a reduced rate flat*
16 *retainer fee of \$4,500 per week for my work for it, which runs from no time some weeks to*
17 *as much as 45 hours some other weeks, depending upon litigation circumstances. The*
18 *average is 20 hours per week for such services, which equates to \$225 per hour on this*
19 *reduced rate. However, I request my normal fee of \$300/hr as a reasonable fee for my*
20 *work on this case, which is a low fee for my level of experience as a litigator in this*
21 *community."* The sole objection to the statement of hours expended and fees incurred is
22 objected to as "irrelevant." It is both relevant and necessary to the Church's fees claim as
23 a matter of law.

24
25

Objection No. 22

26 *Declaration page 3, lines 7-8. "The court reporter fees for the four depositions in*
27 *this case, and the fees for the translator demanded by J.K. Properties' representative,*
28 *cost \$ 3,574.24."* This is simply the required statement of costs incurred by counsel for

1 deposition fees, which is also necessary for the fees and costs requested herein.
2 Obviously it is relevant. Mr. Moxon swears to personal knowledge of the fees incurred.

3
4 **Objection No. 23**

5 **EXHIBIT C**

6 **Deposition Testimony of Debra Berutich**

7 J.K. objects to the entirety of Ms. Berutich's deposition testimony on the boiler-
8 plated grounds of relevance and "no lines noted." Both assertions are without merit. The
9 Church provided J.K. an amended Statement of Material Facts immediately after the last
10 hearing with all lines referenced for each deposition reference, and filed it with the Court.
11 Lines on deposition pages are not an evidentiary requirement in any event, but were
12 provided in a [failed] attempt to eliminate the issue from contention with J.K.

13 Without the slightest hint of why the testimony by Ms. Berutich is allegedly
14 "irrelevant," the Church will forbear from re-examining each of the issues for which the
15 testimony was utilized in the memorandum. Ms. Berutich's testimony in general is
16 directly relevant to the issues raised by both J.K.'s complaint and CSI's cross-complaint.
17 At issue in this case are CSI's rental payments made, the inspection done after CSI moved
18 out of the apartments and the state of the property at that time. Ms. Berutich was one of
19 the persons directly handling those items, she was the superior of Mr. William Jones the
20 property manager, she was responsible for accepting funds from tenants and she was a
21 signatory to the final statement of account justifying why the security deposit was not
22 returned. Each of these issues is relevant to the issues raised in the motion for summary
23 judgment.

24
25 **Objection No. 24**

26 **Exhibit D**

27 **Deposition Testimony of Anil Mehta**

28 J.K. objects to this deposition testimony on the same boiler-plated grounds of

1 relevance and “no lines noted.”² Both assertions are without merit. The Church
2 provided J.K. an amended Statement of Material Facts immediately after the last hearing
3 with all lines referenced for each deposition reference and filed it with the Court.

4 Mr. Mehta’s testimony is directly relevant since he is the president of the plaintiff
5 and cross-defendant in this action, J.K. Properties, and was personally involved in events
6 giving rise to this action. His testimony goes directly to each of the issues raised in the
7 Complaint, the Cross-claim and the Motion for Summary Judgment. All of his testimony
8 is relevant and admissible.

9
10 **Objection No. 25**

11 **Exhibit E**

12 **Deposition Testimony of William Jones:**

13 J.K. objects to all of Mr. Jones’ deposition testimony on the same boiler-plate
14 grounds relevance and “no lines noted.” CSI thus incorporates its same responses to
15 J.K.’s objections made above. Mr. Jones was the regional manager in charge of the
16 property at issue in this case. He was also the person who conducted the walk-through
17 with Ms. Fraser at the time that CSI moved out of the apartments. Therefore, he is the
18 most competent witness to discuss the highly relevant issues of damages to the property
19 and proof to entitlement to return of the security deposit.

20
21 **Objection No. 26**

22 **Exhibit F**

23 This objection is an example of make-work, boilerplate objections to all exhibits.
24 The exhibit is a letter dated August 7, 2006 to J.K. and its agents giving notice that the
25 Church would vacate the premises. Although J.K. objects, the letter is specifically
26 identified in the verified unlawful detainer Complaint filed by J.K. (See paragraph 7.)

27 _____
28 ² J.K. has deleted its frivolous and factually false objection that Mr. Mehta was not
provided with an interpreter.

1 Indeed, this notice to vacate *gave rise to* J.K.'s Complaint.

2 It is also authenticated by Ms. Fraser in her declaration at paragraph 5 and
3 authenticated again for good measure in the Third Declaration of Kendrick Moxon,
4 paragraph 7. It is not offered for the truth of the assertions therein, but that the letter was
5 sent and it otherwise speaks for itself.

6
7 **Objection No. 27**

8 **Exhibit G**

9 This is a letter dated November 1, 2006 from Church counsel to J.K. and its
10 agents, objected to on foundation and hearsay grounds. Although objected to here, the
11 letter is referenced and relied upon in J.K.'s Opposition Memorandum, page 3, lines 11 ½
12 -14 without noting its date. The letter was authenticated by Ms. Fraser in her declaration
13 at paragraph 5, and authenticated yet again in the Third Declaration of Kendrick Moxon,
14 at paragraph 5. It is not offered for the truth of the assertions therein, but that the letter
15 was sent and it otherwise speaks for itself.

16
17 **Objection No. 28**

18 **Exhibit H**

19 This is a letter dated November 3, 2006 from J.K.'s counsel to Church counsel and
20 its agents, objected to on foundation, settlement, relevance and hearsay grounds. The
21 letter was authenticated by Ms. Fraser in her declaration at paragraph 5, and authenticated
22 yet again in the Third Declaration of Kendrick Moxon, the original recipient of the letter
23 at paragraph 6. It is not offered for the truth of the assertions therein, but that the letter
24 was sent and it otherwise speaks for itself. The letter is relevant to the issues in the cross-
25 complaint and the Motion for Summary Judgment, as a notice that J.K. rejected the effort
26 to withdraw the notice to vacate, triggering the unlawful detainer action. It has nothing to
27 do with the settlement rule, as it makes no admission of liability and does not concern
28 settlement in any event.

1 **Objection No. 29**

2 **Exhibit I**

3 This is a letter dated November 5, 2006 from Church representative Linda Greilich
4 to J.K.'s agent, objected to on boilerplate relevance, hearsay, "settlement" and foundation.
5 The letter was authenticated by Ms. Fraser in her declaration at paragraph 6. It was *also*
6 authenticated by J.K.'s agent Anil Mehta as Exhibit A to his deposition, at page 17. See,
7 *California Metal Enameling Co. v. Waddington* (1977) 74 Cal.App.3d 391, 395, (a
8 writing may be authenticated by evidence that the party against whom it is offered has
9 already admitted its authenticity).

10 The letter forms the entire basis of the argument that there was a "contract"
11 between the Church and J.K. giving rise to a defense that it need not return the security
12 deposit. As a result, J.K. is estopped from objecting to these statements since J.K. has
13 already acted upon these writings as "authentic," by filing its lawsuit herein on the basis
14 of these very facts. *Evidence Code* Section 1414(b); *People v. Lynn* (1984) 159
15 Cal.App.3d 715, 735. The boilerplate objection is unjustifiable make-work.

16
17 **Objection No. 30**

18 **Exhibit J**

19 This is a letter dated November 6, 2006 from J.K.'s counsel to Church counsel
20 objected to on boilerplate relevance, hearsay, "settlement" and foundation.

21 The letter constitutes a critical document in these proceedings, rejecting the alleged
22 "contract" from Linda Greilich upon which J.K. now claims there was an agreement
23 justifying its refusal to return the security deposition. It is therefore quite relevant.

24 The letter was authenticated by Ms. Fraser in her declaration at paragraph 7. It
25 was further authenticated in the Third Declaration of Kendrick Moxon, paragraph 7.

26 It was *also* authenticated by J.K.'s agent Anil Mehta as Exhibit B to his deposition,
27 at page 21. See, *California Metal Enameling Co. v. Waddington* (1977) 74 Cal.App.3d
28 391, 395, (a writing may be authenticated by evidence that the party against whom it is

1 offered has already admitted its authenticity).

2 The document makes no admission of liability triggering the settlement objection
3 rule, and has nothing to do with settlement in any event.
4

5 **Objection No. 31**

6 **Exhibit K**

7 This is a letter dated November 14, 2006 from J.K.'s counsel to Church counsel,
8 objected to on boilerplate grounds of relevance, hearsay, "settlement" and foundation.
9 The letter constitutes an refutation of J.K.'s present position that the letter from Ms.
10 Greilich constituted an "agreement," by flatly stating that it did not, and resulting in the
11 filing of the unlawful detainer case shortly thereafter.

12 The document was authenticated by Ms. Fraser in her declaration at paragraph 8,
13 and in the Third Moxon Declaration at paragraph 8. It was *also* authenticated by J.K.'s
14 agent Anil Mehta as Exhibit G to his deposition, at pages 28-30. *California Metal*
15 *Enameling Co. v. Waddington* (1977) 74 Cal.App.3d 391, 395, (a writing may be
16 authenticated by evidence that the party against whom it is offered has already admitted
17 its authenticity). The letter speaks for itself and is not a "settlement" discussion.
18

19 **Objection No. 32**

20 **Exhibit M**

21 **J.K.'S Opposition To Demurrer**

22 J.K. objects to its opposition to CSI's demurrer as "irrelevant." The opposite is
23 true. J.K. has taken two different positions in this action. The first position, (as
24 evidenced by its complaint) was (1) to have CSI immediately move out of its property and
25 (2) an admission that, since the lease had expired, the tenancy had reverted to a month to
26 month, a fact shown by J.K.'s opposition to CSI's demurrer.

27 J.K. also takes the conflicting position, that it is entitled to 90 days notice *during*
28 *the* unlawful detainer action. Thus, Exhibit M has been presented to show that J.K.

1 admitted that the lease agreement had expired and that its agreement with CSI had
2 reverted to a month to month tenancy which -- never, after 1998, required any more than
3 30-day notice to vacate. It was filed by J.K. and constiutes an admission by J.K.

4
5 **Objection No. 33**

6 **Exhibit N**

7 This is a letter from Church counsel dated July 16, 2007 giving J.K. 30-day notice
8 to vacate, objected to on the basis of relevance, hearsay, foundation. The letter was
9 authenticated by Ms. Fraser in her declaration at paragraph 9 and again in the Moxon
10 Declaration at paragraph 9 thereto. J.K. argues this specific 30-day notice was
11 insufficient, thus asserting the significance of the letter notice at the same time it objects
12 to introduction of the properly authenticated letter on relevance grounds.

13 J.K. is estopped from objecting to these statements since J.K. has already acted
14 upon these writings as "authentic," by filing its lawsuit herein on the basis of these very
15 facts.. *Evidence Code* Section 1414(b); *People v. Lynn* (1984) 159 Cal.App.3d 715, 735,
16 206 Cal.Rptr. 181. See also, *California Metal Enameling Co. v. Waddington* (1977) 74
17 Cal.App.3d 391, 395, 141 Cal.Rptr. 443 (a writing may be authenticated by evidence that
18 the party against whom it is offered has already admitted its authenticity).

19 The relevance and hearsay objections are pointless, boilerplate make-work.
20

21 **Objection No. 34**

22 **Exhibit O**

23 This letter from J.K.'s agent William Jones notes the lack of any damages to the
24 property, and was authenticated by Ms. Fraser who received the letter.

25 It was also authenticated by Mr. Jones himself in his deposition at page 17, and by
26 J.K.'s agent Ms. Berutich at Ex. E, p. 57. "A writing may be authenticated by anyone who
27 saw the writing made or executed, including a subscribing witness." *Evidence Code* §
28 1413. Testimony from a percipient witness, speaking from personal knowledge as to the

1 execution of a writing, is sufficient. *People v. Estrada* (1979) 93 Cal.App.3d 76, 100,
2 155 Cal.Rptr. 731. Witnesses may testify about things they have personally seen or heard
3 or otherwise experienced through their own senses. Evidence Code Section 702.
4 Obviously it is relevant to refute J.K.'s present position and constitutes a party-admission
5 that the security deposit should have been returned.

6
7 **Objection No. 36**

8 **Exhibit Q**

9 This is the Final Statement of Account sent to the Church by J.K. and signed by its
10 agents. It was authenticated by Ms. Fraser who received it from J.K. It was also
11 authenticated by Mr. Mehta who is one of the signatories of the document, as exhibits L
12 and M of his deposition, at pages 55-57 of his deposition.

13 Finally, the document was authenticated in the deposition of Deborah Berutich and
14 discussed at length in her deposition, at pp. 65-76. (Exhibit C to Summary Judgment
15 Motion.)

16 The document was also produced in discovery by J.K. It is Obviously not hearsay,
17 but constitutes the central document reflecting the position of J.K. in this case and the
18 entirety of its defense to refusal to pay the security deposit.

19
20 **Objection No. 37**

21 **Exhibit R**

22 This is the reporter's transcript of the hearing in this case on J.K.'s motion to
23 amend its complaint, during which it asserted the same justifications for failing to return
24 the security deposit which it argues here. This Court rejected those assertions at that time,
25 so the ruling is obviously relevant - though not binding.

26 J.K. also asserts that this Court's Reporter's signature on the transcript lacks
27 sufficient foundation. Other than to say the objection is frivolous, we're speechless on
28 that one.

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Objection No. 38

Third Declaration of Kendrick Moxon

This declaration was submitted prior to the filing of J.K.'s amended objections to eliminate any further evidentiary disputes of foundation as to the exhibits at issue. As such foundation could have been provided as late as the hearing itself, the authenticating declaration was timely filed – particularly given the fact that J.K. withdrew its prior objections and filed entirely new objections thereafter.

Objection No. 39

Revised Separate Statement

Following the prior hearing at which the Court asked Mr. Jones to amend his objections, Mr. Jones originated to counsel that he felt there should be line numbers referencing each deposition reference. As an accommodation, a revised Separate Statement of Material Facts was provided to him and the Court which did just that – added line numbers for the benefit of the Court and J.K. Although completely revising Objection, J.K. objects that the Revised Statement is filed late and is “irrelevant.” It is neither. Such numbers could have been provided at the time of the hearing and are solely an accommodation to J.K., the Court and to clarify the record herein.

Objection No. 40

Second Declaration of Kendrick Moxon

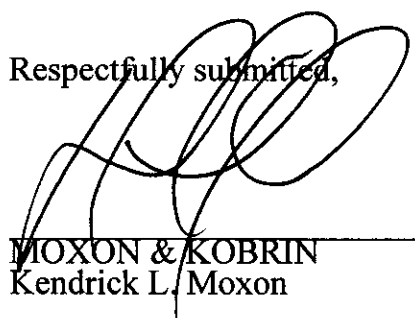
The Second Moxon Declaration, filed February 9, 2009, simply updated the fees request as of the day before the hearing on this matter on February 10, 2009, stating hours fees which obviously could not have been known before they were expended. It is not late. It is relevant and appropriate and could even be filed after the hearing.

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Dated: March 3, 2009

Respectfully submitted,



~~MOXON & KOBRIN~~
Kendrick L. Moxon

John A. Boyd
THOMPSON & COLEGATE

Attorneys for Defendant
CHURCH OF SCIENTOLOGY
INTERNATIONAL

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action.

On March 3, 2009, I served the foregoing document described as:

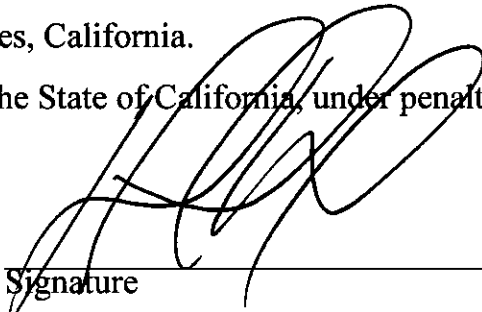
RESPONSE TO PLAINTIFF AND CROSS-DEFENDANT, J.K. PROPERTIES, INC.'S AMENDED OBJECTIONS TO EVIDENCE

by personal service on interested parties in this action as follows:

Kevin Jones
2016 Riverside Drive
Second Floor
Los Angeles, CA 90039

Executed on March 3, 2009 at Los Angeles, California.

I declare in accordance with the laws of the State of California, under penalty of perjury, that the foregoing is true and correct.



Signature