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FILED
LOS ANGELES SUPERIOR COURT

JUL 02 2007

JOHN A. CLARKE, CLERK
BY A E LA FLEUR-CLAYTON, DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 FREDERIC G. MARKS, et. al.,

12 Plaintiffs,

13 vs.

14 WAYNE JOYNER, et. al.,

15 Defendants.

CASE NO. BC 352639

(Hon. Kenneth R. Freeman – Dept 64)

**DECLARATION OF JOHN P. GODSIL
REGARDING DEPOSITION EXCERPTS
OF PLAINTIFFS JEAN MOLLENHAUER
AND GREGG ROOTEN**

Trial: June 21-26, 2007

18 I, John P. Godsil, declare:

19 1. I am an attorney at law duly licensed to practice in the State of California. I am
20 employed by Freeman, Freeman & Smiley, LLP, counsel of record for the defendants in the
21 foregoing action. If called and sworn as a witness, I could and would competently testify to
22 the following facts which are within my personal knowledge.

23 2. Consistent with the June 26, 2007 discussion among counsel for the parties and
24 the Court, I am submitting with this declaration certain excerpts from the deposition transcripts
25 of plaintiffs Jean Mollenhauer and Gregg Rooten.

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3. Attached as Exhibit 1 are the following excerpts from the May 2, 2007 deposition of Jean Mollenhauer:

- a. Page 34, line 18 through page 35, line 5.
- b. Page 33, line 14 through page 33, line 17.
- c. Page 36, line 10 through page 36, line 13.
- d. Page 33, line 25 through page 34, line 11.
- e. Page 39, line 25 through page 40, line 3.
- f. Page 40, line 9 through page 40, line 23.

4. Attached as Exhibit 2 are the following excerpts from the April 4, 2007 deposition of Gregg Rooten:

- a. Page 33, line 14 through page 33, line 25.
- b. Page 24, line 24 through page 26, line 8.
- c. Page 27, line 5 through page 27, line 8.
- d. Page 41, line 24 through page 42, line 7.
- e. Page 39, line 4 through page 40, line 7.
- f. Page 42, line 19 through page 43, line 12.
- g. Page 55, line 18 through page 55, line 20.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 2nd day of July 2007 in Los Angeles, California.



John P. Godsil

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE COUNTY OF LOS ANGELES
3 CENTRAL DISTRICT

Certified Copy

4 -----
5 FREDERIC G. MARKS, JOSEPH HENTZ,)
6 STUART SMITH, JEAN MOLLENHAUER,)
7 ROGAN COOMBS, JOSEPH DROLL,)
8 GREG ROOTEN, THOMAS R. WOOD,)
9 MARILYN WOOD, GREG STAININGER,)
10 and JOHN FOUNTAIN,)
11 Plaintiffs,)

12 vs.)

No. BC352639

13 WAYNE JOYNER and THE UNIVERSAL)
14 SCIENTIFIC PUBLICATIONS COMPANY)
15 TRUST, THE UNIVERSAL SCIENTIFIC)
16 PUBLICATIONS COMPANY, INC., THE)
17 NATURAL ESTATE TRUST, and DOES 1)
18 through 50, Inclusive,)
19 Defendants.)

20 -----
21 (Caption continued on next page.)
22

23 DEPOSITION OF JEAN MOLLENHAUER

24 WEDNESDAY, MAY 2, 2007

25 PAGES 1 - 75

1 requested a refund?

2 A. Yes.

3 Q. And when was that?

4 A. In the late '70s sometime.

5 Q. And who did you ask for that refund?

6 A. I wrote a letter to Andrew Galambos.

7 Q. And did Mr. Galambos respond to your letter?

8 A. No.

9 Q. Did anyone on behalf of Mr. Galambos respond to
10 your letter?

11 A. Mr. Joyner.

12 Q. And is that the letter that you reference in
13 Exhibit 1 which --

14 A. Yes.

15 Q. -- which is your declaration in opposition to
16 the summary judgment motion?

17 A. Yes. Yes.

18 Q. We'll get to that letter in a moment. In the
19 interim I'd like you to take a look at page 15. At the
20 bottom there is Section 6.7, "Extension of Agreement."

21 You don't have to read the entire provision.
22 I'm just going to focus on the first two sentences.

23 A. Okay.

24 Q. There is an indication that the scheduled
25 delivery date for Books 1 and 2 would be December 31,

1 1987, correct?

2 A. Right.

3 Q. And Book 1 was not delivered by that date,
4 correct?

5 A. Right. Correct.

6 ~~Q. And you've told me that you never entered into
7 an agreement with Mr. Galambos or any of his entities to
8 extend that delivery date; is that correct?~~

9 MR. GOLDEN: That calls for a legal conclusion.
10 I'll instruct her not to answer that question.

11 BY MR. GODSIL:

12 Q. Are you aware of the delivery date set forth in
13 paragraph 6.7 being extended?

14 MR. GOLDEN: You mean to a date certain?

15 MR. GODSIL: To any date. We'll start with any
16 date, and then we'll go to a date certain.

17 THE WITNESS: Maybe I don't understand the
18 question, but it had to be extended because it didn't
19 come out then.

20 BY MR. GODSIL:

21 Q. And what do you mean by that?

22 A. You said am I aware that the date was extended.

23 Q. Correct, the delivery date.

24 A. You mean to another date?

25 Q. Yes.

1 A Yes.

2 Q. Do you have an understanding of who those
3 individuals are today?

4 A. I'm not sure.

5 Q. Do you have an understanding of when it was
6 anticipated, at the time that you signed the agreement,
7 that Book 1 would be published?

8 A. Would you say it again, please.

9 Q. Sure. At the time that you signed this
10 agreement, your copy of it, did you have an
11 understanding of when Book 1 would be published?

12 A. Oh, when? Okay. No. I could just assume at
13 that time.

14 Q. Was there ever a point in time where you
15 entered into an agreement to extend any delivery date of
16 Book 1?

17 A. No, I don't think so.

18 Q. Do you have an understanding that there are
19 certain provisions within the agreement relating to a
20 potential refund to be paid to you?

21 A. At the beginning I know there was a certain
22 amount of time. I don't remember how long it was, but
23 that you could ask for a refund. That time passed,
24 right.

25 Q. Was there ever a point in time that you

1 A. I mean another specific date? I don't know how
2 to answer it because -- ask me again.

3 Q. You don't understand the question.

4 A. I guess not. I mean it obviously was extended.

5 Q. And why do you say that?

6 A. Because it wasn't published then. It wasn't
7 delivered then, so then it had to be extended, right?

8 Q. And how was it extended?

9 A. I don't know.

10 Q. Did you ever have any discussions with anyone
11 related to Professor Galambos regarding extending the
12 scheduled delivery date for Book 1?

13 A. No, I don't think so. I don't remember.

14 Q. Okay. We were talking a few moments ago about
15 your request for a refund.

16 A. Uh-huh.

17 Q. That's "yes"?

18 A. Yes.

19 Q. Okay. And you made reference to a letter from
20 Mr. Joyner. And we'll mark as Exhibit 3 a letter dated
21 March 28, 1988. If you can just confirm that that's the
22 letter that you were referring to.

23 (Exhibit 3 was marked for identification.)

24 MR. GOLDEN: Off the record.

25 (Discussion held off the record.)

1 A. Yes.

2 Q. Do you have an understanding of who those
3 individuals are today?

4 A. I'm not sure.

5 Q. Do you have an understanding of when it was
6 anticipated, at the time that you signed the agreement,
7 that Book 1 would be published?

8 A. Would you say it again, please.

9 Q. Sure. At the time that you signed this
10 agreement, your copy of it, did you have an
11 understanding of when Book 1 would be published?

12 A. Oh, when? Okay. No. I could just assume at
13 that time.

14 Q. Was there ever a point in time where you
15 entered into an agreement to extend any delivery date of
16 Book 1?

17 A. No. I don't think so.

18 Q. Do you have an understanding that there are
19 certain provisions within the agreement relating to a
20 potential refund to be paid to you?

21 A. At the beginning I know there was a certain
22 amount of time. I don't remember how long it was, but
23 that you could ask for a refund. That time passed
24 right.

25 Q. Was there ever a point in time that you

1 requested a refund?

2 A. Yes.

3 Q. And when was that?

4 A. In the late '70s sometime.

5 Q. And who did you ask for that refund?

6 A. I wrote a letter to Andrew Galambos.

7 Q. And did Mr. Galambos respond to your letter?

8 A. No.

9 Q. Did anyone on behalf of Mr. Galambos respond to
10 your letter?

11 A. Mr. Joyner.

12 Q. And is that the letter that you reference in
13 Exhibit 1 which --

14 A. Yes.

15 Q. -- which is your declaration in opposition to
16 the summary judgment motion?

17 A. Yes. Yes.

18 Q. We'll get to that letter in a moment. In the
19 interim I'd like you to take a look at page 15. At the
20 bottom there is Section 6.7, "Extension of Agreement."

21 You don't have to read the entire provision.
22 I'm just going to focus on the first two sentences.

23 A. Okay.

24 Q. There is an indication that the scheduled
25 delivery date for Books 1 and 2 would be December 31,

1 ~~conveyed to Mr. Joyner in response to his letter which~~
2 ~~we've marked as Exhibit 3?~~

3 MR. GOLDEN: Sure.

4 THE WITNESS: I told him that -- so in other
5 words, it's okay?

6 MR. GOLDEN: Just to the best of your memory,
7 tell him what you told Mr. Joyner in the letter.

8 THE WITNESS: All right. Mr. Joyner said that
9 "Anyone with gratitude and sensitivity would not request
10 a refund under these circumstances. You can't get your
11 money back, but with a little more patience, you will
12 get the product you purchased."

13 MR. GOLDEN: What did you say to Mr. Joyner in
14 response?

15 THE WITNESS: I said to Mr. Joyner that --
16 well, all right. What I said to him was that I had a
17 great deal of gratitude and sensitivity to Mr. Galambos.
18 I have known him a lot longer than Mr. Joyner had.

19 However, if I couldn't get my money back, that
20 was all right. That wasn't what I was annoyed at. You
21 know, I mean if it's the law, it's the law. You can't
22 get your money back. I can't fight that. And I'm going
23 to get the book so -- some day, so that was all right.

24 BY MR. GOLDEN:

25 Q. Okay. So you were content with not getting a

1 refund in 1988?

2 A. That part didn't bother me so much. Yeah.

3 Yeah, I was content. It was just at request.

4 ~~Q. And you were annoyed with Mr. Joyner because of~~
5 ~~his statement that --~~

6 A. Well, that's a personal thing, yeah.

7 (Reporter interruption.)

8 ~~BY MR. GODSIL:~~

9 Q. You were annoyed on a personal level with
10 Mr. Joyner for the statement he made in his letter to
11 you, correct?

12 A. Right.

13 Q. And that was in connection with having a level
14 of sensitivity regarding Professor Galambos, correct?

15 A. Correct.

16 Q. But as to the refund request, you were content
17 with not getting a refund for your purchase of Book 1,
18 correct?

19 A. Correct.

20 Q. And following your letter that you sent to
21 Mr. Joyner in approximately April of 1988, did you take
22 any steps to -- any further steps to obtain a refund?

23 A. No.

24 ~~MR. GODSIL: We'll mark the complaint in this~~
25 ~~action as Exhibit 4.~~

SUPERIOR COURT OF THE STATE OF CALIFORNIA.

FOR THE COUNTY OF LOS ANGELES

CERTIFIED
COPY

FREDERIC G. MARKS, ET AL.,)	CASE No. BC 352639
)	
Plaintiffs,)	
)	
v.)	
)	
WAYNE JOYNER, et al.,)	
)	
Defendants.)	
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DEPOSITION OF GREGG ROOTEN,

Taken on Wednesday, April 4, 2007

**P O R T E R
S I P E S &
A S S O C I A T E S
C O U R T R E P O R T E R S**

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REPORTED BY:
 PATRICIA M. PORTER
 CSR No. 3730
 File No. 07-239

3045 STONER AVENUE
 LOS ANGELES, CALIFORNIA 90066-1107
 PHONE 310-787-4499
 FAX 310-915-0090
 pmcsr@earthlink.net

Ex-2

1 Q. Just in his capacity as a professor and you
2 as a student?

3 A. Yes.

4 Q. Well, I have no further questions at this
5 time.

10:46:44AM

7 EXAMINATION

9 BY MR. GODSIL:

10 Q. Good morning, Mr. Rooten. My name is John
11 Godsil. I represent the defendants in the case
12 other than Mr. Hayes. And I have a number of
13 questions for you.

10:46:49AM

14 You attended Western State school of law in
15 the early 1980's. Is that correct?

10:47:03AM

16 A. Yes.

17 Q. And you graduated 1983 Juris Doctor?

18 A. Yes.

19 Q. During your course of study, did you have
20 an opportunity to take any classes regarding
21 contracts?

10:47:14AM

22 A. Yes.

23 Q. And which classes were those?

24 A. Contracts one -- it was -- a one-year
25 course that everybody took.

10:47:23AM

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A. Yes.

Q. Are you aware that Mr. Lange stole the money from the TUSPCO trust?

A. That's what I've heard.

Q. Have you heard anything else about the recovery of funds stolen from the TUSPCO trust?

A. No.

Q. Do you have any idea whether or not there is any money left in the TUSPCO trust?

A. No.

Q. Do you know who William Martin is?

A. Yes.

Q. Who is he?

A. I just remember him as also a customer from -- in the FEI market.

Q. As a customer?

A. Yes.

Q. Have you ever attended any courses that were presented by Mr. Martin?

A. No.

Q. Have you heard anything about Mr. Martin, other than that he's a customer of the FEI market?

A. Not really.

Q. Did you ever ask for a refund of the money that you paid for the books pursuant to the

10:33:22AM

10:33:47AM

10:34:15AM

10:34:27AM

10:34:54AM

1 pre-publication subscription agreement?

2 A. Yes.

3 Q. And why did you request a refund?

4 A. Well, at the time I was facing financial
5 personal difficulties, and didn't think the books
6 were ever forthcoming so I thought I would try to
7 get the money back.

10:35:10AM

8 Q. And when was that?

9 A. That was in the summer of 1992.

10 Q. Is there any other reason why you requested
11 a refund?

10:35:26AM

12 A. That was the main reason.

13 Q. Is there any other reason that you can
14 think of?

15 A. No.

10:35:33AM

16 Q. And did you threaten to sue Professor
17 Galambos if he did not provide you with a refund in
18 1992?

19 A. Yes, I believe there was a letter -- I
20 indicated that I would be willing to take legal
21 action if he wasn't -- you know, providing the
22 refund.

10:35:58AM

23 Q. And why did you not follow through and file
24 a lawsuit?

25 A. Because I had financial difficulties, I

10:36:15AM

1 needed the money and filing a lawsuit would cost
2 more money than -- than it was worth.

3 Q. So filing the lawsuit would just cost too
4 much?

5 A. Right.

10:36:30AM

6 Q. Are you also seeking a refund now in this
7 lawsuit?

8 A. No, that's not the goal.

9 Q. What is the goal?

10 A. The goal is to get the books published that
11 were promised by the contract.

10:36:46AM

12 Q. Are you aware that in the exhibit A, part
13 of the relief that the plaintiffs are seeking is
14 money damages?

15 A. Yes, that was one of -- several
16 possibilities. It's not my personal favorite one,
17 but yes.

10:37:05AM

18 Q. So you personally are not interested in
19 obtaining a refund?

20 MR. GOLDEN: Objection. Argumentative.

10:37:17AM

21 BY MS. SEKELY:

22 Q. You can still answer the question.

23 MR. GOLDEN: You can -- you can state your
24 preference.

25 THE WITNESS: Okay. The refund is not my

10:37:26AM

1 ~~primary personal goal, but I know that it's part of~~
2 ~~the lawsuit and if that's the way it turns out, then~~
3 ~~I'll go along with it.~~

4 ~~BY MS. SERELY:~~

5 Q. Is there any other reason why you didn't
6 file a lawsuit in 1992, other than the financial
7 strain that it would cause?

10:37:48AM

8 A. No.

9 ~~Q. Since 1992, did you ever ask anyone at~~
10 ~~TUSPCO for a refund?~~

10:38:17AM

11 A. No.

12 Q. Did you have ask Charles Hayes for a
13 refund?

14 A. No.

15 Q. Did you ever ask Wayne Joyner for a refund?

10:38:26AM

16 A. No.

17 Q. Did you receive Volume I of Book 1?

18 A. Yes.

19 Q. When did you receive that?

20 A. I don't recall the date.

10:38:49AM

21 Q. Did you receive all three -- did you
22 receive three copies of Volume I?

23 A. Yes.

24 Q. What did you think of that publication?

25 A. I thought it was huge.

10:39:10AM

1 A. Yes.

2 Q. And as part of this letter, Mr. Joyner
3 informs you that as to Book 1, a refund would not be
4 paid. Is that correct?

5 A. Yeah, they claimed that there was no money
6 in the trust to make the refund, so --

10:57:19AM

7 Q. So you agree with my statement? That is,
8 that as part of this letter, Mr. Joyner informed you
9 that no refund would be paid in connection with the
10 monies that you spent for Book 1?

10:57:36AM

11 A. Right. Yes.

12 Q. And in response to this letter, did you do
13 anything further in connection with seeking either a
14 refund or delivery of Book 1?

15 A. No. Because it says that they would
16 continue to provide the books and had given me the
17 refund on the one that was outside of the trust. So
18 I just went ahead and relied on -- saying okay, I'll
19 just have to wait for the books, because there is no
20 money coming.

10:57:59AM

21 Q. So you elected in July of 1992 to simply
22 wait and see what occurred. Is that fair?

10:58:23AM

23 A. Yes.

24 Q. When was the next time that, following July
25 of 1992, that you took an affirmative step to seek

10:58:42AM

1 either a refund or delivery of Book 1?

2 A. This lawsuit.

3 Q. Again, that was filed in May of 2006,
4 correct?

5 A. Yeah.

10:58:54AM

6 Q. That's yes?

7 A. Yes.

8 ~~MR. GODSIL: Off the record.~~

9 (Discussion held off the record.)

10 BY MR. GODSIL:

10:59:35AM

11 Q. I have a couple of questions about the
12 pre-publication subscription agreement. Do you have
13 any reason to believe that the pre-publication
14 subscription agreement that you executed, and a copy
15 of which is at your home, is different than Exhibit
16 2 in any fashion, other than the name of the
17 subscriber and perhaps the items you purchased?

10:59:48AM

18 A. As far as I know, no.

19 Q. You understand that the pre-publication
20 subscription agreement is obviously a written
21 agreement. Correct?

11:00:31AM

22 A. Yes.

23 Q. Are you aware of any unwritten terms which
24 are part of the agreement that you entered into with
25 ~~USDCO for the purchase of Book 1 that are not~~

11:00:40AM

1 ~~A. No, that's not what it says. My intent was~~
2 ~~that the books were due, that they hadn't been~~
3 ~~produced, so give me my money back.~~

4 Q. And according to you, the agreement had
5 been terminated by lapse of time. Correct?

10:53:24AM

6 A. I'd have to read -- I forgot what section
7 6.4 was. It's a long time since I read this, so I'd
8 have to read what it says.

9 Q. Okay. Well, we'll mark as Exhibit 3 a
10 pre-publication subscription agreement. This one
11 was between Mr. Hurwitz and TUSPCO.

10:53:39AM

12 (The document referred to was marked
13 as Deposition Exhibit 3 for
14 identification and attached hereto.)

15 MR. GODSIL: John, do you need a copy of
16 this?

10:53:55AM

17 MR. GOLDEN: No.

18 BY MR. GODSIL:

19 Q. Mr. Rooten, have you had an opportunity to
20 read section 6.4?

10:54:26AM

21 A. Yes.

22 Q. Was it your view in June of 1992 that your
23 pre-publication subscription agreement had been
24 terminated by the lapse of time?

25 A. With respect to Books 1 and 2, yes. It

10:54:41AM

1 says that if they weren't delivered by September --
2 or I mean by 1987, December 31, I could request a
3 refund. So that was the basis of the letter.

4 Q. And so as to Books 1 and 2, the
5 pre-publication subscription agreement had been
6 terminated by the lapse of time by June 5, 1992?

10:54:57AM

7 A. Yes.

8 ~~Q. Were you ever made aware by anyone~~
9 connected with TUSPCO that the company or Professor
10 Galambos had instituted a no-refund policy in
11 connection with monies paid for Book 1?

10:55:34AM

12 A. A no-refund policy? No.

13 Q. We'll mark as the next exhibit -- we're up
14 to four, Exhibit 4, it's a July 9, 1992 letter from
15 Wayne Joyner to you. It's one of the documents that
16 you produced this morning.

10:56:08AM

17 (The document referred to was marked
18 as Deposition Exhibit 4 for
19 identification and attached hereto.)

20 BY MR. GODSILL

10:56:44AM

21 Q. Mr. Rooten, have you had a chance to review
22 Exhibit 4?

23 A. Yes.

24 Q. And was this the letter that you received
25 from Mr. Joyner in July of 1992?

10:57:05AM

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either a refund or delivery of Book 1?

A. This lawsuit.

Q. Again, that was filed in May of 2006, correct?

A. Yeah.

Q. That's yes?

A. Yes.

MR. GODSIL: Off the record.

(Discussion held off the record.)

BY MR. GODSIL:

Q. I have a couple of questions about the pre-publication subscription agreement. Do you have any reason to believe that the pre-publication subscription agreement that you executed, and a copy of which is at your home, is different than Exhibit 2 in any fashion, other than the name of the subscriber and perhaps the items you purchased?

A. As far as I know, no.

Q. You understand that the pre-publication subscription agreement is obviously a written agreement. Correct?

A. Yes.

Q. Are you aware of any unwritten terms which are part of the agreement that you entered into with TUSPCO for the purchase of Book 1 that are not

10:58:54AM

10:59:35AM

10:59:48AM

11:00:31AM

11:00:40AM

1 contained within this --

2 A. No --

3 Q. -- this document? There are no other
4 terms, correct?

5 A. Correct.

11:00:57AM

6 Q. If you take a look at section 1.3,
7 approximately the fifth entry, there is a definition
8 of Book 1. Do you see that?

9 A. Yes.

10 Q. Are you aware of any other definition of
11 Book 1?

11:01:11AM

12 A. No.

13 ~~Q. If you could read the following sentence to
14 yourself, I have a couple of questions about that.~~

15 ~~A. Okay.~~

11:01:39AM

16 ~~Q. At the time that you executed your
17 pre-publication subscription agreement, did you have
18 any understanding of what that sentence meant?~~

19 ~~A. Just that the book would be published even
20 if he couldn't -- if AJG couldn't do it himself and
21 that the publication date was scheduled to be 1987.~~

11:01:59AM

22 ~~Q. And if AJG couldn't publish Book 1 himself,
23 who would be responsible for the publication?~~

24 ~~A. Well, it says his authorized~~

25 ~~representatives of FEI and the proprietary heirs of~~

11:02:24AM

1 defendants to deliver the V-201 portion of the book.

2 What did you mean by that statement?

3 A. Book 1 was to include two courses, V-50 and
4 V-201. And the part that has been published was
5 V-50. So V-201 has not been published yet.

11:33:53AM

6 Q. And when was that book to be delivered?

7 A. 1987.

8 Q. Was the delivery date ever extended?

9 MR. GOLDEN: Objection. Vague and
10 ambiguous. You can answer if you --

11:34:07AM

11 THE WITNESS: It was never extended to my
12 knowledge, other than the fact that they couldn't do
13 it, and would ask for more time, even as evidenced
14 by some of the letters that I brought in. It was
15 always an indication that yeah, it's coming, yeah,
16 it's coming, yeah, it's coming.

11:34:21AM

17 BY MR. GODSIL:

18 Q. Was the delivery date for the V-201 portion
19 of Book 1 ever extended to a date certain?

20 A. No.

11:34:38AM

21 ~~Q. The next response to the 50 2, you~~
22 ~~indicate and again, this is a description of an~~
23 ~~alleged breach of the pre-publication subscription~~
24 ~~agreement, you indicate, quote, their refusal to~~
25 ~~provide a status report as to their progress in any~~

11:34:49AM

FREEMAN, FREEMAN & SMILEY, LLP
PENTHOUSE SUITE 1200
3415 SEPULVEDA BOULEVARD
LOS ANGELES, CALIFORNIA 90034-6060
(310) 255-6100

PROOF OF SERVICE

I, Brenda Goff, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Freeman, Freeman & Smiley, LLP, 3415 S. Sepulveda Boulevard, Suite 1200, Los Angeles, California 90034.

On July 2, 2007, I served the within document:

DECLARATION OF JOHN P. GODSIL REGARDING DEPOSITION EXCERPTS OF PLAINTIFFS JEAN MOLLENHAUER AND GREGG ROOTEN

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below, before 5:00 p.m. on this date; *and*
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as set forth below.
- by placing the document(s) listed above in a sealed *Overnite Express* envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to an *Overnite Express* agent for delivery.

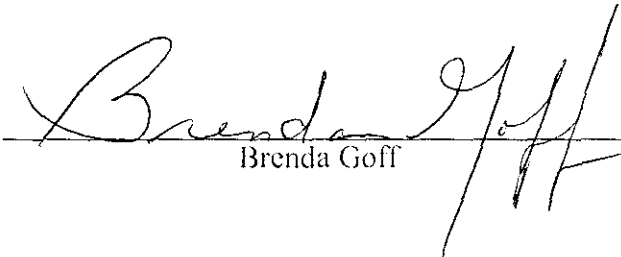
Jonathan K. Golden, Esq.
Law Offices of Jonathan Golden
1900 Avenue of the Stars
Suite 1900
Los Angeles, California 90067

Tel.: (310) 553-3830
Fax: (310) 553-1337

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 2, 2007 at Los Angeles, California.


Brenda Goff