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94 DEC 22 PM 4:10
LEGAL PROCESS #4

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Attorneys for Defendants RALEY'S;
CHARLES L. COLLINGS; JAMES E. TEEL;
and JOYCE RALEY TEEL

IN THE SUPERIOR AND MUNICIPAL COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

CHARLES C. NORDBY,
Plaintiff,
v.

RALEY'S; CHARLES L. COLLINGS;
JAMES E. TEEL; and MRS. JAMES
E. (JOYCE RALEY) TEEL; and
DOES 1 through 25, inclusive,
Defendants.

No. 544344

DEMURRER AND NOTICE OF HEARING
ON DEMURRER

Date: January 20, 1995
Time: 9:00 a.m.
Dept: #28
Trial Date: TBA

off call - 1.12.95
reply call - 1.18.95

TO: PLAINTIFF CHARLES C. NORDBY, in pro per:

PLEASE TAKE NOTICE that on January 12, 1995, at 9:00 a.m.,
or as soon thereafter as the matter may be heard in Department 28
of the above-entitled court, located at 800 H Street, Sacramento,
California, Defendants RALEY'S, CHARLES L. COLLINGS, JAMES E.
TEEL and JOYCE RALEY TEEL (erroneously sued herein as "MRS. JAMES
E. (JOYCE RALEY) TEEL"), jointly and severally, will and hereby
do demur to the complaint of CHARLES C. NORDBY on each of the
following grounds, specified in summary below, and more
particularly in the accompanying Memorandum of Points and

1 Authorities served and filed herewith:

2 1. Pursuant to Code of Civil Procedure Section 430.10(e),
3 the complaint fails to state facts sufficient to constitute a
4 cause of action against any of the Defendants because the
5 complaint is barred by the statute of limitations, which defense
6 is apparent from the face of the complaint, the facts alleged
7 therein, and from such other matters as the court may judicially
8 notice.

9 2. Pursuant to Code of Civil Procedure Section 430.10(e),
10 the complaint fails to state facts sufficient to constitute a
11 cause of action against any of the Defendants because the
12 complaint is barred by the equitable doctrine of laches, which
13 defense is apparent from the face of the complaint, the facts
14 alleged therein, and from such other matters as the court may
15 judicially notice.

16 The demurrer will be based upon this Demurrer, Notice of
17 Hearing on Demurrer, the Memorandum of Points and Authorities
18 served and filed herewith, on matters as to which the court may
19 take judicial notice pursuant to CCP Section 430.70, Evidence
20 Code Sections 452, 453, upon the pleadings and papers herein, and
21 on such other oral or documentary evidence as may be presented at
22 or before the time of hearing.

23 WHEREFORE, Defendants RALEY'S, CHARLES L. COLLINGS, JAMES E.
24 TEEL and JOYCE RALEY TEEL jointly and severally pray that their
25 Demurrer be sustained, that the Complaint be dismissed, for costs

26 / / /

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1 of suit incurred herein, and for such other and further relief as
2 the Court deems just and proper.

3 Pursuant to Local Rule 3.05, the Court will make a
4 tentative ruling on the merits of this matter by 2:00
5 p.m., the Court day before the hearing. To receive the
6 tentative ruling, call the department in which the
7 matter is to be heard. If you do not call the court
and the opposing party by 4:30 p.m. the court day
before the hearing, no hearing will be held. (See
Local Rule 3.05(B)).

8 DATED: December 22, 1994

DOWNEY, BRAND, SEYMOUR & ROHWER

9
10 By

 (for)

Peter E. Glick

11 Attorneys for Defendants
12 RALEY'S, CHARLES L. COLLINGS,
13 JAMES E. TEEL and JOYCE RALEY
14 TEEL
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1 PROOF OF SERVICE

2 I am a resident of the State of California, over the
3 age of eighteen years, and not a party to the within action. My
4 business address is Downey, Brand, Seymour & Rohwer, 555 Capitol
5 Mall, 10th Floor, Sacramento, California 95814-4686. On
6 December 22, 1994, I served the within documents:

7 DEMURRER AND NOTICE OF HEARING ON DEMURRER; MEMORANDUM
8 OF POINTS AND AUTHORITIES IN SUPPORT OF DEMURRER; AND
9 DECLARATION OF PETER E. GLICK REGARDING NOTICE TO
10 OPPOSING PARTY OF HEARING ON DEMURRER

11 ☐

12 by transmitting via facsimile the document(s) listed
13 above to the fax number(s) set forth below on this
14 date before 5:00 p.m.

15 ☒

16 by placing the document(s) listed above in a sealed
17 envelope with postage thereon fully prepaid, in the
18 United States mail at Sacramento, California addressed
19 as set forth below.

20 ☐

21 by causing personal delivery by _____ of the
22 document(s) listed above to the person(s) at the
23 address(es) set forth below.

24 ☐

25 by personally delivering the document(s) listed above
26 to the person(s) at the address(es) set forth below.

27 CHARLES C. NORDBY
28 3411 Shady Lane
Sacramento, CA 95821

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

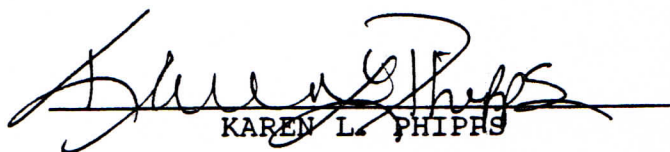
9 ☒

10 (State) I declare under penalty of perjury under the
11 laws of the State of California that the above is true
12 and correct.

13 ☐

14 (Federal) I declare that I am employed in the office
15 of a member of the bar of this court at whose
16 direction the service was made.

1 Executed on December 22, 1994, at Sacramento,
2 California.

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KAREN L. PHIPPS

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6 and JOYCE RALEY TEEL

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8 IN THE SUPERIOR AND MUNICIPAL COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SACRAMENTO

10
11 CHARLES C. NORDBY,) No. 544344
12 Plaintiff,)
13 v.) MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
14 RALEY'S; CHARLES L. COLLINGS;)
JAMES E. TEEL; and MRS. JAMES)
15 E. (JOYCE RALEY) TEEL; and)
DOES 1 through 25, inclusive,)
16 Defendants.)
17)
18

19

20 SUMMARY OF ARGUMENT

21 For twenty years Charles C. Nordby has been pursuing a
22 relentless campaign against Raley's and its principals. The
23 vendetta is apparently motivated by grievances that Mr. Nordby
24 has had against Raley's since 1974, when he was hired as Director
of Security, a position he resigned in 1976.

25 After two decades of what can only be described as a bizarre
26 and twisted fascination with Raley's and its principals, Mr.
27 Nordby has filed a lawsuit for what appears to be a single cause
28 of action sounding in tort, "Fraud".

1 The complaint is subject to general demurrer for failure to
2 state facts sufficient to constitute a cause of action. The bar
3 of statute of limitations and laches is apparent from the face of
4 the complaint. Mr. Nordby alleges that he was defrauded in 1974
5 and it is clear from the face of the complaint that Mr. Nordby
6 knew of the underlying facts which he contends constitutes the
7 basis of an action decades before bringing this action.

8 The law is clear. The statute of limitations for an action
9 for intentional misrepresentation is three years. And, although
10 the three years may be "tolled" in cases where the plaintiff did
11 not discover the facts constituting the alleged fraud, the
12 authorities are in accord that, in order to benefit from the
13 tolling, the plaintiff must plead, as well as prove, the required
14 facts constituting the exception to the three year statute of
15 limitations.

16 Even if the statute of limitations has been tolled, the
17 doctrine of laches appears from the face of the complaint. The
18 complaint alleges facts sufficient to demonstrate prejudicial
19 delay to the defendants.

20 STATEMENT OF FACTS

21 Charles Nordby alleges that he was hired by Raley's in 1974
22 (Complaint at Para. FR-1a, Page 3; FR-7a(2) at Page 18). He
23 alleges that an oral contract of employment existed between
24 himself and Raley's. (Complaint at Para. FR-2a(1)(2)(3) at Page
25 6). He alleges that Mr. Charles Collings made representations to
26 him for the purposes of inducing employment. (Complaint at Para.
27 FR-2a(1), Page 6, Line 8). Plaintiff alleges that defendant
28 JAMES TEEL was involved in the employment process. (Complaint at

1 Para. FR-2a(4) at Page 6, Line 21). Plaintiff alleges that the
2 representations were made by defendants in 1974. (Complaint at
3 FR-1, Page 3). Plaintiff alleges that the representations
4 included such statements as Mr. Collings' statements concerning
5 his "Christian beliefs" and that Mr. Collings' "word was his
6 bond". (Complaint at Para. FR-2a(1)(2) at Page 6). Plaintiff
7 alleges that Mr. Collings "misrepresented the final inducement to
8 plaintiff of a bonus commitment which caused plaintiff to
9 substantially change his position at the item of making the oral
10 contract". (Complaint at Para. Fr-2a(5) at Page 6).

11 Plaintiff alleges that, notwithstanding the oral contract to
12 provide a bonus, no bonus was provided in 1974, nor in 1975, nor,
13 ultimately in 1976. (Complaint at Para. 7a(2)(3)(4) at Pages 18-
14 19). When plaintiff learned in 1976 that no bonuses would be
15 paid, he "immediately resigned". (Complaint at Para. 7a(4) at
16 Page 19, Line 11). Plaintiff's "detrimental reliance" occurred
17 "on or about June 10, 1974" when plaintiff "finally relented and
18 moved his family to Sacramento" in alleged reliance on
19 defendants' alleged misrepresentations. (Complaint at Para. FR-
20 5a(2) at Page 16, Line 13).

21 The foregoing appear to be the only material, comprehensible
22 facts supporting plaintiff's untimely allegations of fraud.
23 Other than alleging representations of belief, opinion, or other
24 non-actionable or otherwise vague and uncertain statements, these
25 "representations" appear to constitute the entire gist of
26 plaintiff's complaint for fraud. To paraphrase, plaintiff's
27 complaint can be reduced to the following:

28 / / /

1 In 1974 I was hired by Charles Collings on behalf of
2 Raley's as Security Director. Mr. Collings represented
3 to me that I would receive a bonus. Mr. Collings told
4 me that because he was a "good Christian" and because
5 his "word was his bond" no written contract was
6 necessary. I justifiably relied on the representation
7 and took the job to my detriment in 1974. I did not
8 receive a bonus in 1974. I did not receive a bonus in
9 1975. And, when I did not receive a bonus in 1976 I
10 "immediately resigned". Twenty years later, I now seek
11 damages of \$4,860,000, "unjust enrichment" of
12 \$588,000,000.00, and exemplary damages of
13 \$10,000,000.00.

14 For the reasons set forth below, the complaint, reduced to
15 these material facts, and even taken as true for the purposes of
16 this demurrer are not sufficient to state a cause of action for
17 fraud.

18 ARGUMENT

19 A. THE COMPLAINT FAILS TO STATE FACTS SUFFICIENT TO 20 CONSTITUTE A CAUSE OF ACTION OF FRAUD

21 The party against whom a complaint or cross-complaint has
22 been filed may object, by demurrer, to the pleading on the ground
23 that the pleading does not state facts sufficient to constitute a
24 cause of action. Code of Civil Procedure Section 430.10(e).
25 When any ground for objection to a complaint appears on the face
26 thereof, or from any matter of which the court is required to
27 take judicial notice, the objection on that ground may be taken
28 by a demurrer. Code of Civil Procedure Section 430.30(a). The
"general demurrer" for failure to state facts sufficient to
constitute a cause of action lies where the dates alleged in the
complaint indicate the claim is barred by the statute of
limitations. Such a complaint fails to "state facts sufficient
to constitute a cause of action" because the action is barred by

29 / / /

1 the statute of limitations. Miller v. Parker (1933) 128
2 Cal.App. 775, 776.

3 1. THE SINGLE CAUSE OF ACTION FOR FRAUD IS
4 BARRED BY THE STATUTE OF LIMITATIONS
5 WHICH APPEARS ON THE FACE OF THE
6 COMPLAINT

7 The statute of limitations for fraud is set forth in Code of
8 Civil Procedure Section 338(d). An action for relief on the
9 ground of fraud or mistake must be brought within three years.
10 The cause of action is not to be deemed to have accrued until
11 discovery by the aggrieved party of the facts constituting the
12 fraud or mistake. Code of Civil Procedure Section 338(d).

13 Plaintiff alleges in his complaint that he was "defrauded on
14 or about October 1, 1974" (Complaint at Para. FR-1 at Page 3).
15 Not one fact alleged as a "representation" of material fact in
16 Attachment FR-2a or Fr-3a to the complaint is alleged to have
17 occurred later than 1976.

18 When, then, did plaintiff's cause of action for fraud accrue
19 in this case?

20 Giving plaintiff some benefit of reasonable doubt, it would
21 be when he first learned he wasn't going to get the bonus and
22 compensation he claims was misrepresented to him. He possessed
23 such actual knowledge in 1974.

24 Giving plaintiff a more liberal benefit of doubt, the cause
25 of action would have certainly accrued by 1975 when he learned
26 for the second time that he wasn't going to get the bonus and
27 compensation he claims was misrepresented to him. He possessed
28 such actual knowledge in 1975.

Giving plaintiff the ultimate reasonable benefit of the

1 doubt, the cause of action most certainly accrued in 1976.
2 Plaintiff describes what occurred when he learned, not for the
3 first time, but for the third that there were to be no bonuses:

4 "When the third payment of bonuses came up in 1976,
5 plaintiff again asked defendant Collings about his
6 bonus, to which at that time defendant Collings replied
7 that plaintiff should not expect to get a bonus, that
8 none of the defendant's receive bonuses. At this
9 point, plaintiff considered that the nonpayment of a
10 bonus was just a renege on the part of one person, a
11 breach of trust and reliance. plaintiff had no
12 information at this time that defendant Collings in
13 fact had only made the promise of a bonus in order to
14 induce plaintiff to provide services and expertise to
15 Raley's without any intention of payment. Plaintiff
16 immediately resigned his position, stating that the
17 nonpayment of a bonus for the third time was
18 inappropriate." (Complaint, Para. 7a(4) at Page 19,
19 Lines 5-12 [emphasis added]).

20 Obviously, plaintiff knew in 1974 and 1975 that there would
21 be no bonuses. He admits as much. But even giving plaintiff the
22 benefit of the doubt, he clearly knew that there were not going
23 to be any bonuses in 1976. Having alleged, as the substance of
24 the misrepresentation, the reliance, and the damages, Mr. Nordby
25 admits that he knew that these representations "were false" in
26 1976 when no bonuses were, in fact paid.

27 2. PLAINTIFF'S ATTEMPTS TO "ARTFULLY PLEAD"
28 AROUND THE STATUTE OF LIMITATIONS IS
UNAVAILING

29 Plaintiff, obviously aware of the apparent statute of
30 limitations defense, pleads the following:

31 "Plaintiff was unaware of the fraud by defendants until
32 April 10, 1994 when plaintiff's son, Charles C. Nordby
33 Jr., who had moved to Sacramento from Santa Rosa on
34 April 7th, 1994 was looking over the facts of the case
35 and realized that there were elements of fraud.
36 Plaintiff, and plaintiff's two other sons, Jack Nordby
37 and Frank Nordby, each had some of the information, but
38 until April 10, 1994 no one person had seen all of the
information at one time." (Complaint at Para. 8a(6) at

Page 20, Lines 5-9).

This conclusory, and unbelievable statement is not only a sham, but it is wholly insufficient as a matter of law to operate as a tolling of the statute. A general demurrer was sustained where the action was barred by the statute of limitations in the case of Casualty Insurance Company v. Rees Investment Co. (1971) 14 Cal.App.3d 716. The court articulated the following rule which can't be any better stated:

"When, as here, it is apparent on the face of a pleading that the time limit of an applicable statute of limitations has run, in order to avoid the bar of the statute it is incumbent upon the pleader to state, **with particularity**, facts, rather than conclusions, which excuse his failure to learn of the fraud within the statutory period. (Weir v. Snow 210 Cal.App.3d 283 [26 Cal.Rptr. 868]; Sides v. Sides 119 Cal.App.2d 349.

The rule is set forth in 2 Witkin, California Procedure (2d ed. 1970) Actions, section 339, pages 1180-1181, in these words: 'C.C.P. 338(4) adds the statement (commonly found in fraud statutes of limitation: See 63 Harv. L. Rev. 1217): "The cause of action in such case not to be deemed to have accrued until the discovery by the aggrieved party of the facts constituting the fraud or mistake." Literally interpreted, this language would give the plaintiff an unlimited period to sue if he could establish ignorance of the facts. But the courts have read into the statute a duty to exercise diligence to discover the facts. The rule is that plaintiff must **plead and prove the facts showing:** (a) Lack of knowledge. (b) Lack of means of obtaining knowledge (in the exercise of reasonable diligence the facts could not have been discovered at an earlier date). (c) How and when he did actually discover the fraud or mistake. Under this rule constructive or presumed notice of knowledge are equivalent to knowledge.... So, when the plaintiff has notice or information of circumstances to put a reasonable person on inquiry, or has the opportunity to obtain knowledge from sources open to his investigation (such as public records or corporation books), the statute commences to run.'" [emphasis in original] Casualty Ins. Co. v. Rees Investment Co. (1971) 14 Cal.App.3d 716, 719-720.

/ / /

1 Has plaintiff pleaded "with particularity, facts, rather
2 than conclusions" (Casualty Insurance Co. v. Rees Investment Co.,
3 supra at 720)? No. In fact, plaintiff's conclusions are absurd.
4 To reward plaintiff's twenty year delay in prosecuting what he
5 believes to be a legitimate claim of misrepresentation by tolling
6 the statute of limitations would be to undermine any pretext that
7 a statute of limitations could ever exist. What plaintiff is
8 really saying is that, although he knew all of the facts since
9 1974, it wasn't until someone (his two sons) got together in 1994
10 and reviewed all of the facts that he "realized that there were
11 elements of fraud". This is preposterous. It is tantamount to
12 inviting any plaintiff to say that, although one had actual, if
13 not constructive notice of the actionable facts for ten, twenty,
14 thirty, forty or more years, the statute of limitations doesn't
15 start running until one consults with someone who suggests that
16 the facts could constitute a legal cause of action. Such is not
17 the law, and for obvious good reason. The statute of limitations
18 permits late accrual of the cause of action from "discovery, by
19 the aggrieved party, of the facts constituting the fraud or
20 mistake". CCP Section 338(d). If the legislature had intended
21 the statute to start running from the date the party first knew
22 that facts already within their knowledge constituted elements of
23 a legal claim for relief, the statute would so provide. One can
24 imagine the literal flood of late claims as lawyers review
25 ancient facts, applying recent law to resurrect long-dead claims.
26 Section 338(d) is a statute of limitations, not a Statute of
27 Lazarus.
28 / / /

1 Has plaintiff pleaded "lack of knowledge" (Casualty
2 Insurance Co. v. Rees Investment Co., supra, at 720)? No. Has
3 plaintiff pleaded "lack of means of obtaining knowledge" (Id.).
4 No. Has plaintiff pleaded that "in the exercise of reasonable
5 diligence the facts could not have been discovered in 1974, 1975,
6 1976 or earlier than 1994? No. Has plaintiff pleaded "how and
7 when he did actually discover the fraud"? No, only in the most
8 conclusory statement.

9 Constructive or presumed notice of knowledge are equivalent
10 to knowledge. (Casualty Insurance Co., supra, at 720). To avoid
11 the statute of limitations, plaintiff has the burden of pleading
12 and proving that he had no actual or presumptive knowledge of
13 facts sufficient to put him on inquiry. National Automobile &
14 Casualty Insurance Co. v. Payne (1968) 261 Cal.App.2d 403, 408-
15 409. Plaintiff is presumed to have known that the
16 representations (made in 1974) inducing plaintiff to enter into
17 an oral contract for employment (from which he resigned in 1976)
18 were false when plaintiff did not deliver the bonuses and
19 compensation allegedly promised by defendants in 1974.

20 Statutes of limitations are upheld regardless of hardship or
21 of the underlying merits of the claim. State Farm Fire &
22 Casualty Co. v. Superior Court (1989) 210 Cal.App.3d, 604, 612.
23 Even if the court, for the purposes of this demurrer, admits as
24 true the underlying allegations of fact in the complaint, the
25 defense of Statute of Limitations cannot be rebutted. The only
26 amendment capable of curing the defect would be an admission of
27 perjury and a repudiation of the admissions set forth in the
28 complaint.

1 B. THE SINGLE CAUSE OF ACTION FOR FRAUD IS BARRED BY THE
2 DOCTRINE OF LACHES

3 Laches may be raised by demurrer, but only if the complaint
4 shows on its face unreasonable delay plus prejudice or
5 acquiescence". Conti v. Board of Civil Service Comm'rs. (1969) 1
6 Cal.3d 351, 362. A demurrer is properly sustained if the
7 complaint reveals a significant delay after knowledge of the
8 facts without explanation for the period of delay. Leeper v.
9 Beltrami (1959) 53 Cal.2d 195, 211.

10 Plaintiff's cause of action for fraud seeks damages for
11 "unjust enrichment" which are essentially quasi contractual, or
12 equitable in nature. In fact, a careful reading of the complaint
13 compels the conclusion that plaintiff's grievance is essentially
14 a twenty year old breach of oral contract action dressed up as a
15 tort. As such, plaintiff is essentially asking the court to
16 equitably avoid the statute of frauds, as well as the statute of
17 limitations. Since laches operates as a defense to such claims
18 for equitable relief, defendants request the court apply the
19 doctrine in this case.

20 In order to prove laches, defendant must show both
21 unreasonable delay and prejudice. Where such facts appear on the
22 face of the complaint, a general demurrer may be sustained.
23 Conti v. Board of Civil Service Comm'rs, supra, at 362.

24 1. THERE IS UNREASONABLE DELAY

25 As argued above, there is absolutely no excuse for a twenty
26 year delay in prosecuting plaintiff's claim. If plaintiff felt
27 aggrieved by the failure of Raley's to pay him compensation in
28 1976 he could not have reasonably waited until 1994 to seek such

1 compensation. Defendant submits this argument as a matter of
2 law.

3 2. THE DELAY WAS PREJUDICIAL

4 The failure to prosecute the claims within a reasonable
5 period of time severely prejudices defendants' ability to defend.
6 Evidence tending to prove or disprove both liability and damages
7 may be difficult to obtain. One of the most significant
8 witnesses to the whole incident, the individual with ultimate
9 authority to hire and fire at Raley's was Mr. Thomas P. Raley,
10 who passed away in 1993. Paragraph FR-7a(5) at Page 19 suggests
11 the importance of Mr. Raley as a witness in this case. Further
12 evidence of delay is in plaintiff's exaggerated demand of
13 \$588,000,000.00 in "unjust enrichment". If plaintiff believed
14 that Raley's was being unjustly enriched as a result of their
15 alleged failure to honor their "oral contract" shouldn't
16 plaintiff have diligently prosecuted his claim in 1976 instead of
17 waiting twenty years later for the alleged "unjust enrichment" to
18 reach the alleged magnitude of \$588 Million?

19 Defendants request that the court sustain the demurrer on
20 the ground that laches appear from the face of the complaint.

21 **CONCLUSION**

22 Plaintiff alleges he was defrauded in 1974. The complaint
23 alleges facts which occurred no later than 1976. Plaintiff has
24 failed to satisfy the burden of pleading with particularity the
25 specific circumstances which would give relief to the three year
26 statute of limitations for fraud. The complaint fails to state

27 / / /

28 / / /

1 facts sufficient to constitute a cause of action for Fraud and
2 should be dismissed without leave to amend.

3 DATED: December 22, 1994

Respectfully submitted,

4 DOWNEY, BRAND, SEYMOUR & ROHWER

5
6 By: Peter E. Glick

PETER E. GLICK
Attorneys for Defendants
7 RALEY'S, CHARLES L. COLLINGS,
8 JAMES E. TEEL and JOYCE
9 RALEY TEEL
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5 Attorneys for Defendants RALEY'S;
CHARLES L. COLLINGS; JAMES E. TEEL; and
6 JOYCE RALEY TEEL
7

8 IN THE SUPERIOR AND MUNICIPAL COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SACRAMENTO
10

11 CHARLES C. NORDBY,
12 Plaintiff,
13 v.

) No. 544344
)
)

) DECLARATION OF PETER E. GLICK
) REGARDING NOTICE TO OPPOSING
) PARTY OF HEARING ON DEMURRER
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14 RALEY'S; CHARLES L. COLLINGS;
JAMES E. TEEL; and MRS. JAMES
15 E. (JOYCE RALEY) TEEL; and
DOES 1 through 25, inclusive,
16 Defendants.
17

) Date: January 12, 1995
) Time: 9:00 a.m.
) Dept: #28
) Trial Date: TBA
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18 I, Peter E. Glick, declare as follows:
19

20 1. I am an attorney at law and a partner in the firm of
Downey, Brand, Seymour and Rohwer, attorneys for Defendants in
21 this action. I have personal knowledge of the following facts
22 and am competent to testify to the same if called to do so.
23

24 2. On December 15, 1994, at 9:30 a.m., I called the
telephone number for Mr. Charles C. Nordby who is appearing in
25 this action in pro per. After ascertaining that Mr. Nordby was
26 not represented by counsel in this action, I informed Mr. Nordby
27 who I was and who I represented. I informed him that my clients
28 intended to demur both generally and specially to the complaint

1 on file herein on the grounds that the complaint was barred by
2 the statute of limitations, laches, and uncertainty. I asked Mr.
3 Nordby if he would voluntarily dismiss the complaint and he
4 declined. I informed him of the hearing date of January 12, 1995
5 at 9:00 a.m. in Department 28 of this court and asked if he had
6 any objections to this date. He indicated no objection.

7 3. Mr. Nordby confirmed to me that he had no fax machine
8 and that service at his home address listed on the complaint, via
9 mailbox drop, would be sufficient if no one was home at the time
10 of service.

11 4. I also informed Mr. Nordby that my clients reserved all
12 rights in connection with recovery of any fees, costs, or damages
13 incurred as a result of having to bring this demurrer.

14 I declare under penalty of perjury under the laws of the
15 State of California that the foregoing is true and correct of my
16 own personal knowledge and that this declaration was executed on
17 December 12, 1994 at Sacramento, California.

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19 
20 Peter E. Glick
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