

1 David W. Peters, SB#155449  
2 402 West Broadway, Suite 400  
3 San Diego, CA 92101  
4 (619) 275-2000 / FAX (888) 453-1262

5 Attorneys for Defendants Saadan Elias  
6 Yaroub and the Living Revocable Sardo  
7 Crivello Trust 08-08-74

8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA

10 CHRIS ORTIZ,  
11 Plaintiff,

12 v.

13 SAADAN ELIAS YAROUB, DBA  
14 AUTO SPOT; FRED DEMEO, INC.,  
15 SARDO CRIVELLO, TRUSTEE OF  
16 THE SARDO CRIVELLO TRUST 08-  
17 08-74, and DOES ONE to TEN,  
18 inclusive, inclusive,

19 Defendants.

NO: 04CV1124 JAH (POR)

REQUEST FOR JUDICIAL  
NOTICE

Re: Representations made in  
telephonic appearance of  
8 February 2004 at 9:00 a.m.  
before The Honorable Magistrate  
Judge Louisa Porter

20 To: The above-referenced Court, all opposing counsel and other applicable  
21 parties.

22 The undersigned counsel for Defendants Sardo and Yaroub hereby asks  
23 this Court to take judicial notice of the matters set forth below.  
24

25 As discussed below, Mr. Landers made a number of false representations  
26 to this Court in the 8 February 2005 telephonic hearing which can be disproven  
27  
28

1 by the attachments hereto. His purpose for doing this was to induce this Court to  
2 restore this case to active status and assign dates through trial, even though the  
3 parties had already agreed to clear settlement terms. This Court should be very  
4 concerned about his reasons for doing this, because his primary objection was to  
5 anti-fraud provisions, which are warranted based on other information provided  
6 herein. Specifically, as discussed in Section \_\_\_\_, below, Mr. Landers (or his  
7 client) is unwilling to certify the claims in the complaint as true, provide  
8 government-issued identification (to confirm the payee's identity), provide  
9 certification of his client's disability, and report his client's income from this  
10 lawsuit for tax purposes.  
11  
12  
13

14 As this Court heard in the 8 February 2005 telephonic appearance, Mr.  
15 Landers basically offered a \$500.00 discount from the \$7,500 settlement amount  
16 he had initially demanded in order to avoid complying with these simple and  
17 reasonable "anti-fraud" provisions, which were in the initial settlement offer he  
18 accepted (see Section \_\_\_\_, below and Exhibits "A" and "B"). In short, even  
19 though he agrees that the \$7,500 settlement amount is acceptable to he and his  
20 client, he wants to transfer the case to "active" status so that he can use the  
21 authority of this Court to "browbeat" Defendants into abandoning their insistence  
22 on the anti-fraud provisions of the settlement agreement he accepted. This Court  
23 is urged to investigate the information provided herewith (and, of course, afford  
24  
25  
26  
27  
28

1 Mr. Landers an appropriate opportunity to respond) to determine whether he is  
2 attempting to [mis]use this Court's authority for the sole purpose of gaining an  
3 inappropriate advantage over Defendants by using the vexation of continued  
4 litigation as a means of avoiding fair and appropriate safeguards to avoid  
5 fraudulent claims.  
6

7  
8  
9 **1. During the telephonic hearing of 8 February 2005, Attorney Roy**  
10 **Landers made a series of misrepresentations of material fact to the**  
11 **Court, each of which can be disproven by the exhibits attached**  
12 **hereto:**

13 a. **Mr. Landers falsely represented to the Court that the settlement**  
14 **terms to which he is objecting were not contained in the original**  
15 **offer which was submitted in this matter.**

16 Exhibit "A" shows that each of the provisions to which Mr. Landers is  
17 now objecting (and which he represented to the Court had not been  
18 included in Defendants' original settlement offer) are shown at  
19 Section 2, items "a" through "g" on page 3 thereof. Exhibit "B" shows  
20 Mr. Landers' written confirmation of acceptance, and confirmation  
21 that our office would prepare the settlement agreement, which his  
22 office usually handles. Exhibit "H" [at 3:9-21] shows that the letter  
23 was received and the only counter Mr. Landers office made was that  
24 \$500 more than the \$7,001 offered would be acceptable.  
25  
26  
27  
28

- 1  
2  
3 b. Mr. Landers falsely represented to the Court that one of the  
4 terms Defendants were requesting was that all income Plaintiff  
5 has received from this and any other lawsuit be reported to the  
6 tax authorities.

7  
8 During the 8 February 2005 telephonic appearance in this case, Mr.  
9 Landers indicated to the Court that one of his objections, which  
10 remained unresolved, was a requirement that Plaintiff report all  
11 income Plaintiff had received from this and every other lawsuit  
12 Plaintiff had filed. While it is true that the provision of which Mr.  
13 Landers complained to the Court did appear in the original draft of the  
14 settlement agreement (i.e., Exhibit "A" at Section 2a on page 3  
15 thereof), Mr. Landers knew at the time he made this representation to  
16 the Court (i.e., during the 8 February 2005 telephonic appearance)  
17 that Defendants had removed this provision: Exhibit "E" (the same  
18 section, 2a) shows that the words "and/or any other" had been  
19 removed so that the passage reads "[a]ll payments made to him/her  
20 pursuant to this lawsuit will be reported . . ." This revision, together  
21 with the email message on the cover page of Exhibit "E" had to have  
22 been received by Mr. Landers' office, because he wrote back the  
23 same day with Exhibit "F", the first sentence of which states "I am in  
24  
25  
26  
27  
28

1 receipt of your revised proposed settlement agreement and once  
2 again it is simply unacceptable.” Thus when Mr. Landers represented  
3 to this Court on February 8 that Defendants were requiring Plaintiff to  
4 report his/her income from all the lawsuits s/he has filed to the tax  
5 authorities, he had to know this statement was false.  
6  
7  
8

- 9 c. **Mr. Landers falsely represented to this Court that certain**  
10 **mandatory language was required for the Doctor’s certification**  
11 **of plaintiff’s disability.**

12 Exhibit “E” (at Section 2e thereof) clearly states:  
13

14 “The following form is intended to provide guidance as to  
15 the appropriate minimum standards such a form might  
16 take (but the physician should be encouraged to use the  
17 terms and phraseology most appropriate for the  
18 situation):”

19 Thus, because Mr. Landers had received and reviewed Exhibit “E”  
20 prior to the telephonic appearance of 8 February 2005 in which he  
21 represented that the proposed language was mandatory, he had to  
22 know that this statement was false. Please notice that some of this  
23 language had been added and therefore is highlighted by underlines  
24 in the comparison draft he received, for purposes of attracting  
25 attention to newly added provisions. Accordingly, even if Mr. Landers  
26  
27  
28

1 had not read the entire agreement, he would certainly have had to  
2 scan the changes to the sections he previously indicated were  
3 unobjectionable, given my claim that I had made changes to them (in  
4 my email at first page of Exhibit "E" and his letter, Exhibit "F" which  
5 indicated that the revisions to the document were still unacceptable  
6 (note that he has never proposed any terms which would be  
7 acceptable to his client to address any of these "anti-fraud"  
8 provisions).

9  
10  
11  
12  
13 d. **Mr. Landers falsely represented to this Court that the proposed**  
14 **settlement terms would most likely require his client to pay for a**  
15 **physician's visit.**

16 Doctors familiar with a patient's disability will generally be willing to  
17 write a letter confirming the disability at no charge. There was no  
18 requirement that Plaintiff visit a doctor, and most individuals who  
19 have been disabled for some time (or are receiving benefits) will have  
20 already been examined by a doctor to confirm their disability status.  
21 This safeguard is extremely important in ADA/access cases because  
22 of the growing incidence of disability fraud (i.e., see Exhibit "I" re  
23 \$140,000,000 in fraudulent claims for motorized wheelchairs alone,  
24 and Section II, below).

- 1  
2  
3 e. **Mr. Landers falsely represented to this Court that Defendants**  
4 **had offered to pay \$500 extra for the “anti-fraud” and other**  
5 **terms in the settlement agreement, to which he now objects.**

6 In the 8 February 2005 conference call, Mr. Landers tried to give this  
7 Court the impression that Defendants had offered \$500 more to get  
8 Plaintiff to agree to the “anti-fraud” provisions he now finds  
9 objectionable. This Court is reminded that the first offer ever made to  
10 the Landers firm was made via my 3 December 2005 letter (Exhibit  
11 “A”) which contained those terms. The declaration of Erica Berent (at  
12 3:14-21), and Exhibits “A” and “B” clearly confirm that Mr. Landers’  
13 office was the party which demanded \$500.00 in excess of the  
14 \$7,001 initially offered. Mr. Landers comments that: (1) the “anti-  
15 fraud” provisions had not been contained in the original offer, and (2)  
16 Defendants had offered to pay \$500.00 extra for these provisions,  
17 were intended to create the impression that his original acceptance  
18 (Exhibit “B”) would not have been subject to those terms and that  
19 Defendants had been the unreasonable ones in this matter (and that  
20 dates for trial, etc., should be imposed). Only a quick review of the  
21 documents is needed to confirm Mr. Landers’ claims were false.  
22  
23  
24  
25  
26  
27  
28

1 f. Mr. Landers falsely represented to the Court that he had provided the  
2 undersigned with handwritten “interlineated” comments which would  
3 provide guidance as to how the sections to which he objects might be  
4 modified to be acceptable to his client

5 Exhibit “G” shows the Settlement Agreement with Mr. Landers’  
6 “interlineated” comments— basically, he just strikes most of Section 2  
7 and provides no guidance whatsoever about alternative provisions  
8 which could accomplish the important goals of identifying his client,  
9 certifying the client’s disability, reporting the settlement payment for  
10 tax purposes, etc. Mr. Landers suggested to this Court in the above-  
11 referenced hearing essentially, that if Defendants would simply read  
12 his interlineated remarks, we would know how to modify the  
13 settlement agreement to accomplish our objectives in a manner  
14 acceptable to his client. Basically, Mr. Landers just wants a check  
15 without complying with the corresponding safeguards which are  
16 appropriate to prevent misuse of the court system.

17 While the foregoing misrepresentations may seem minor when taken  
18 individually, if considered in the context of the more serious issues described in  
19 Exhibit “O” a clear pattern of providing false information to courts and counsel  
20 becomes evident.

21 **2. The problem of fraud in connection with claims for compensation**  
22 **relating to disability is widespread, and appropriate safeguards are**  
23



1 reasonable to ensure that payors are not rewarding inappropriate  
2 claims/claimants.

3  
4 Exhibit "I" shows that more than \$140,000,000 in inappropriate claims for  
5 motorized wheelchairs have recently been identified by Medicare. One  
6 attorney in Central California recently had to drop a number of lawsuits  
7 when his plaintiff was seen walking. Another professional plaintiff is  
8 believed to use as many as 13 aliases. Because of the unfortunate acts by  
9 a few (including those described in the following section), this Court is  
10 urged to recognize the importance of "anti-fraud" provisions like those in  
11 the initial (Exhibit "A") and revised (Exhibit "E") drafts of the settlement  
12 agreement in this matter, and inquire into why Plaintiff Chris Ortiz is  
13 unwilling to honor the provisions to which s/he originally agreed (Exhibit  
14 "B"). Mr. Landers wants to use pretrial tactics and expense to "wear down"  
15 Defendants so that they will drop their requests for the "anti-fraud"  
16 provisions of Section 2 of the settlement agreement.  
17  
18  
19  
20  
21  
22

23 **3. There is substantial evidence that the Landers lawfirm has engaged in**  
24 **fraudulent practices to [mis]use the authority of the Federal Courts**  
25 **for inappropriate gain:**

26 a. **There is substantial evidence that some of Mr. Landers' clients**  
27 **had not visited the locations at which he claimed they had**  
28 **suffered "physical damage" and "severe emotional distress" on**

1                   **over 100 occasions.**

2  
3                   Exhibit “O” hereto clearly shows that 3 of Mr. Landers’ “frequent filers”  
4                   had no information whatsoever about many of the locations where  
5                   Mr. Landers claimed they had suffered “physical damage” and  
6                   “severe emotional distress.” Defendants insistence on the “anti-  
7                   fraud” provisions to which Plaintiff had agreed becomes especially  
8                   important in light of these facts.  
9  
10

11  
12                   **b. There is no doubt that Mr. Landers authorized his daughter to**  
13                   **sign a pleading in his absence.**

14  
15                   Exhibit “M” at 2:15-24 confirms the finding of Magistrate Judge  
16                   Lorenz that Attorney Landers used a paralegal to sign a declaration  
17                   for him, which numerous other aspects of misconduct identified by  
18                   Judge Lorenz are mentioned throughout the document.  
19

20  
21                   **c. Extraordinary differences exist between the signatures of one of Mr.**  
22                   **Landers’ clients on documents file in this Court. Exhibit “N” shows a**  
23                   **series of documents provided and/or filed by the Landers law firm**  
24                   **[purportedly] on behalf of Plaintiff Gaynor Carlock. Even the most**  
25                   **casual reader could not conclude that they were all made by the**  
26  
27  
28

1 same person; note the similarity between the signature of Mr.  
2 Landers' daughter, Natasha (Exhibit "B" to Exhibit "N") and the  
3 signature claimed to be Carlock's at Exhibit "C" to Exhibit "N."  
4

5 Defendants have made numerous access renovations on the property, including  
6 the addition of a large ramp, an accessible parking area and appropriate signage.  
7  
8 They have already paid the \$7,500.00 to our attorney-client trust account and are  
9 willing to pay it to this Court for safekeeping; however, this Court is urged to  
10 investigate why Mr. Landers, or his client, is so unwilling to honor provisions to  
11 which they agreed some time ago and which are solely used to prevent fraud.  
12

13  
14 Respectfully submitted,

15 Dated: 28 February 2005  
16

17  
18   
19

20 Attorney David Warren Peters, counsel for  
21 Defendants Yaroub and Sardo Trust

22 -- BY FACSIMILE --  
23  
24  
25  
26  
27  
28

1  
2 David W. Peters, SB#155449  
3 Lawyers Against Lawsuit Abuse, APC  
4 402 West Broadway, Suite 400  
5 San Diego, CA 92101  
6 (619) 275-2000 / FAX (888) 453-1262

7 Attorneys for Defendants Yaroub and  
8 Sardo Trust

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 CHRIS ORTIZ,  
12 Plaintiff,

13 v.

14 SAADAN ELIAS YAROUB, DBA  
15 AUTO SPOT; FRED DEMEO, INC.,  
16 SARDO CRIVELLO, TRUSTEE OF  
17 THE SARDO CRIVELLO TRUST 08-  
18 08-74, and DOES ONE to TEN,  
19 inclusive, inclusive,

20 Defendants.

NO: 04CV1124 JAH (POR)

PROOF OF SERVICE OF:

REQUEST FOR JUDICIAL  
NOTICE

21 PROOF OF SERVICE

22 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

23 I, the undersigned, hereby declare that I am a resident of the State of California  
24 and am employed in the County of San Diego, State of California. I am over the  
25 age of 18 and not a party to the within action; my business address is Lawyers  
26 Against Lawsuit Abuse, APC, 402 West Broadway, Suite 400, San Diego, CA  
92101.

27 On 28 February 2005, I served the foregoing document described as:

1  
2 1. Request for Judicial Notice of Defendants Sardo and Yaroub, together with  
3 Exhibits "A" through "O" thereto

4 on the parties in this action by serving:

5 Mr. Roy Landers, Esq.  
6 7840 Mission Center Court, Suite 101  
7 San Diego, CA 92108

8  
9 (X) By Envelope - by placing ( ) the original (X) a true copy thereof enclosed in  
10 sealed envelope(s) addressed as above and delivering such envelope(s):

11 (X) By Mail: As follows: I am "readily familiar" with this firm's practice of collection  
12 and processing correspondence for mailing. Under that practice it would be  
13 deposited with the U.S. Postal Service on that same day with postage thereon  
14 fully prepaid at San Diego, California in the ordinary course of business. I am  
15 aware that on motion of the party served, service is presumed invalid if postal  
16 cancellation date or postage meter date is more than one day after date of deposit  
17 for mailing in affidavit.

18 ( ) By Personal Service: I delivered such envelope(s) by hand to the offices of the  
19 addressee(s).

20 Executed on 28 February 2005, at San Diego, California.

21 (X ) FEDERAL I declare that I am employed in the office of a member of the bar  
22 of this Court at whose direction the service was made.

23  
24  
25  
26  
27  
28



David Warren Peters