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**FILED**

SEP 29 2011

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA



6 Plaintiff Joseph Ciampi, in pro se

7  
8 UNITED STATES DISTRICT COURT

9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 (SAN JOSE DIVISION)

11 C/LHK  
12 JOSEPH CIAMPI

Case No. C 09-02655 LHK (PSG)

13  
14 Plaintiff,

**PLAINTIFF'S RESPONSE TO  
DEFENDANTS' OPPOSITION TO  
MOTION TO ENFORCE THE  
SETTLEMENT AGREEMENT  
AND A SECOND MOTION FOR  
SANCTIONS AGAINST DEFENDANTS  
AND THEIR ATTORNEYS**

15 v.

**FRCiv.P 71, 70(a), 37, 26 & 16(f)**

16 CITY OF PALO ALTO, a government  
17 entity; LYNNE JOHNSON, an individual;  
18 CHIEF DENNIS BURNS, an individual;  
19 OFFICER KELLY BURGER, an  
20 individual; OFFICER MANUEL  
21 TEMORES, an individual; OFFICER  
22 APRIL WAGNER, an individual;  
23 AGENT DAN RYAN; SERGEANT  
24 NATASHA POWERS, an individual.

**JUDGE: LUCY H. KOH**  
United States Judge

RE: Court Docs. 189, 195 & 198

25  
26 Defendants.

27 **1. Introduction:**

28 On August 9, 2011 Defendants and Plaintiff came to terms on a Settlement Agreement which was placed on the record in Judge Maria-Elena James' court. Subsequently, Defendants,

1 specifically Donald Larkin, the assistant city attorney of Palo Alto inserted several terms into the  
2 written settlement agreement that were NOT placed on record during the August 9, 2011  
3 Settlement and thus were NOT agreed to by Plaintiff. On September 1, 2011 during a second  
4 Settlement Conference, Mr. Larkin/Defendants agreed to use the exact language in the written  
5 settlement agreement that was used during the August 9, 2011 Settlement Conference which was  
6 placed on the record. Mr. Larkin again inserted several terms which were NEVER placed on the  
7 record during the August 9, 2011 Settlement Conference. These terms are: "*past and present*  
8 *agents, servants, employees, directors, contractors, and representatives,*" which are cited in  
9 paragraphs 6 and 7 of Mr. Larkin's written Settlement Agreement, Court Doc. 208-2.

10 Plaintiff has provided Defs. and Mr. Larkin two written settlement agreements signed by  
11 Plt. based entirely on the August 9, 2011 Settlement, however, Defs. and Mr. Larkin refuse to  
12 sign and execute the written settlement agreements, Exh. 911 of Court Doc. 200, Exhs. 926 and  
13 927.

14 Defendants claim that THIRD/NON-PARITES were included in the Settlement even  
15 though none of the THIRD/NON-PARTIES were at the Conference nor were they ever even  
16 identified by Defendants prior to the Settlement Conference or during the Settlement Conference  
17 as being a part of the settlement agreement.

18 Plaintiff claims that no THIRD/NON-PARITES are a part of the Settlement Agreement  
19 because they were never placed on the record during the Settlement Conference directly or  
20 indirectly through being identified as being represented by Defendants.

21 **2. Defendants Acknowledge that third parties not included in the Settlement:**

22 Defendants have stated, "*The City agrees that the scope of the release was not intended*  
23 *to preclude future actions against third parties,*" lines 7-8 pg 2 of Defs. Pos. Statement, Court  
24 Doc. 204. Defendants have stated, "*The City agrees with Ciampi that scope of the release was*  
25 *not intended to preclude future actions against third parties,*" lines 23-24 of pg. 2 of Defs. Opp.  
26 To Mot. to Enf. Agreement, Court Doc. 208. Defendants acknowledge that THIRD/NON-  
27 PARTES are not a part of the Settlement Agreement. Warren Page, Kustom Signals, Andrew  
28

1  
2           Hinz and Taser International are THIRD/NON-PARTIES with respect to Case No. C09-  
3 02655 and the August 9, 2011 Settlement Agreement. Therefore there is no justification to  
4 include Warren Page, Kustom Signals, Andrew Hinz and Taser International into the written  
5 Settlement Agreement.

6           Def., Mr. Larkin and Mr. Sherman state the what was placed on the record during the  
7 August 9, 2011 Settlement Conference is as follows:

8           *"The material terms agreed to in court were:*

- 9           1. *Payment by the City to Ciampi of \$35,000, inclusive of costs and attorneys' fees;*  
10           2. *A general release with a waiver of Civil Code section 1542;*  
11           3. *A full and complete dismissal; and*  
12           4. *No admission of fault, liability of wrongdoing by either party."*

13           Lines 8-13 of pg. 4 of Court Doc. 208.

14           That's it. Defs. Mr. Larkin and Mr. Sherman themselves acknowledge that there were  
15 NO THIRD/NON-PARTIES placed on the record.

16           Mr Larkin and Defs. have stated to the Court and Plt that, *"The written agreement*  
17 *prepared by the City contains only those material terms, with a release that reflects the exact*  
18 *language used by the Court to describe the scope of the agreement,"* lines 16-18 of pg. 4 of  
19 Court Doc. 208.

20           Mr. Larkin has inserted the material terms of *"past and present agents, servants,*  
21 *employees, directors, contractors, and representatives,"* in the written agreement prepared by  
22 him and the City of Palo Alto, Sections 6 and 7 of Court Doc. 208-2.

23           The material terms of *"past and present agents, servants, employees, directors,*  
24 *contractors, and representatives,"* are not found anywhere in the August 9, 2011 transcript, Exh.  
25 918 of Court Doc. 200 as such these terms do not reflect the exact language used by the Court to  
26 describe the scope of the agreement.

27           Mr. Larkin has knowingly and intentionally made a false statement to the Court and Plt.  
28 regarding the terms and language that he has placed in the written settlement agreement in order

1 to mislead the Court and Plt. to the contents of the written agreement which Mr. Larkin has  
 2 prepared all in order to defraud Plt. Ciampi of his lawfully held rights and claims against  
 3 THIRD/NON-PARTIES. Mr. Larkin's act constitutes a violation of

4 **Cal. Bus. And Prof. Codes § 6128(a) § 6068 (d) and § 6106 and Cal State Bar Rules: 5-**  
 5 **200(A)(B)(C).**

6 The question is, will Judge Koh address this prima facie false statement made by attorney  
 7 Don Larkin and hold him accountable? See ¶¶s 15 through 27 of Plts.' Decl.

8 **3. Actual Identity of Warren Page, Kustom Signals, Andrew Hinz and Taser**

9 **International:**

10 Defs. provided Plt. with their designated expert reports on January 31, 2011, (Exh. 916-2  
 11 of Court Doc. 200 and submitted the expert reports to the court on February 14, 2011 as Exhibits  
 12 16 and 20 of Court Doc. 125. These expert reports identify Warren Page as an expert who is an  
 13 employee for Kustom Signals Inc. and Andrew Hinz as an expert who is an employee of Taser  
 14 International Inc. The two expert reports specifically identify Warren Page and Andrew Hinz as  
 15 experts in their respective fields yet no where in either report is Warren Page and Andrew Hinz  
 16 referred to or identified as "*past and present agents, servants, employees, directors, contractors,*  
 17 *and representatives of the City of Palo Alto.*" Warren Page identifies himself as the lead  
 18 Engineer for Kustom Signals and Andrew Hinz refers to himself as the Director of Technical  
 19 Services for Taser International thereby eliminating them as having any connection with the City  
 20 of Palo Alto.

21 As of the date of the signing this document, Defs. have not produced any fee agreement  
 22 or contract for services with Warren Page, Kustom Signals, Andrew Hinz and Taser International  
 23 pursuant to FRCiv.P 26(a)(2)(B)(vi). On September 12, 2011 the court, Judge Koh, ordered  
 24 Defs. to produce any indemnification agreement with Warren Page, Kustom Signals, Andrew  
 25 Hinz and Taser International, Court Doc. 202. Defs., Mr. Larkin, stated that the City of Palo  
 26 Alto does not have an indemnification agreement with Warren Page, Kustom Signals, Andrew  
 27 Hinz and Taser International and did not produce any other contract with Warren Page, Kustom  
 28

1 Signals, Andrew Hinz and Taser International which would identify Warren Page's, Kustom  
2 Signals', Andrew Hinz's and Taser International's relationship to the City of Palo Alto. Since  
3 Defs. have not produced any contract between the City of Palo Alto and Warren Page, Kustom  
4 Signals, Andrew Hinz and Taser International there is no contract. Since there is no contract,  
5 Warren Page, Kustom Signals, Andrew Hinz and Taser International cannot be and will not be  
6 construed as being any of the terms: "*past and present agents, servants, employees, directors,*  
7 *contractors, and representatives of the City of Palo Alto,*" even if the City of Palo Alto and Mr.  
8 Larkin produce a contract at a later date.

9  
10 As far as Plt. is concerned, even if the court allows Defs. to insert the terms: "*past and*  
11 *present agents, servants, employees, directors, contractors, and representatives of the City of*  
12 *Palo Alto,*" into the written settlement agreement, Plt. is under no legal obligation to recognize  
13 Warren Page, Kustom Signals, Andrew Hinz and Taser International as being any of the generic  
14 terms since the City of Palo Alto did not produce a contract between it and Warren Page, Kustom  
15 Signals, Andrew Hinz and Taser International.  
16 Any future contracts provided by Defs. and or the City of Palo Alto regardless of the date entered  
17 into shall not be recognized by Plaintiff as a part of the Settlement Agreement between Plt. and  
18 the City of Palo Alto or cause Plaintiff to lose his rights to his claims against Warren Page,  
19 Kustom Signals, Andrew Hinz and Taser International.

20 Plaintiff hereby recognizes now and forever Warren Page as an employee of Kustom  
21 Signals Inc. and a "designated expert." and "Witness." Plaintiff hereby recognizes now and  
22 forever that Warren Page is not any of the following terms: "*past and or present agent, servant,*  
23 *employee, director, contractor, and representative of the City of Palo Alto.*"

24 Plaintiff hereby recognizes now and forever Andrew Hinz as an employee of Taser  
25 International Inc. and a "designated expert." and "Witness." Plaintiff hereby recognizes now and  
26 forever that Andrew Hinz is not any of the following terms: "*past and or present agent, servant,*  
27 *employee, director, contractor, and representative of the City of Palo Alto.*"

28 **By way of analogy of a third/non party vs. that of actual party:**

1 If Andrew Hinz had been placed on the current lawsuit, he would not be identified as an  
2 employee of the City of Palo Alto but of Taser International. On August 9, 2011, Case No. C09-  
3 02655 was calendared to go to trial on September 26, 2011. Plt. could have settled with the City  
4 exactly as Plt. has done on August 9, 2011 and the trial would have continued with Andrew Hinz  
5 as the lone remaining defendant, because Andrew Hinz was not represented at the Settlement  
6 Conference and has not settled any claims with Plaintiff. Therefore, the City of Palo Alto is not  
7 liable for anything that Mr. Hinz has done and Mr. Hinz is not a part of the municipality of the  
8 City of Palo Alto.

9  
10 **4. Government Code 995.9:**

11 During the September 14, 2011 Hearing, Defs.' Attorneys Don Larkin and Steven  
12 Sherman asserted to the Court and Plt. that Gov. Code 995.9 would provide Andrew Hinz, Taser  
13 International, Warren Page and Kustom Signals the lawful authority to file a cross-complaint  
14 against the City of Palo Alto **requiring the City to indemnify them** should Plt. file a lawsuit  
15 against Andrew Hinz, Taser International, Warren Page and Kustom Signals.

16 This was and is a false statement for Gov. Code 995.9 does not provide any authority to any  
17 person or entity to file a civil suit against any public entity, Gov. Code 995.9 provides  
18 permission to public entities to defend or indemnify or defend and indemnify any witness who  
19 has testified on behalf of the public entity in any criminal, civil, or administrative action.  
20 Additionally Gov. Code 995.9 actually prohibits a public entity from defending or indemnifying  
21 a witness if the testimony giving rise to the action against the witness was false in any material  
22 respect, or was otherwise not given by the witness with a good faith belief in its truth, which  
23 would be the circumstance of any action brought by Plt. against Andrew Hinz, Taser  
24 International, Warren Page and Kustom Signals.

25 Mr. Larkin and Mr. Sherman knowingly made a false statement and a false representation  
26 of the meaning of Gov. Code 995.9 to the Court and Plt. on September 14, 2011 in order to  
27 mislead the Court and Plt to the true meaning of Gov. Code 995.9 with the intent and motive to  
28 defraud Plt. of his lawfully held rights and claims against Andrew Hinz, Taser International,

1 Warren Page and Kustom Signals by inducing Plt go accept the City's fraudulent settlement  
 2 agreement, See ¶¶s 6 through 14 of Plts.' Decl. The above act constitutes a violation of Cal.  
 3 Bus. And Prof. Codes § 6128(a) § 6068 (d) and § 6106 and California State Bar Rules 5-200  
 4 (A)(B)(C). The question is, will Judge Koh address this self-evident prima facie false statement  
 5 made by attorney Don Larkin and hold him accountable? See ¶¶s 15 through 27 of Plts.' Decl.

6 Additionally, Don Larkin stated to the Court and Plt, "*However, should the City agree to*  
 7 *a settlement agreement that specifically authorizes an action against Andrew Hinz and Warren*  
 8 *Page, we would expect a cross-complaint for indemnification pursuant to Government Code*  
 9 *section 995.9, which authorizes a public agency to indemnify a witness who testifies on behalf of*  
 10 *the agency.*" Lines 22 through 26 of pg. 2 of Court Doc. 204.

11 This is a very slick use of words. Mr. Larkin states, "*we would expect a cross-*  
 12 *complaint,*" inferring that Andrew Hinz and Warren Page could file a cross-complaint pursuant  
 13 to 995.9 without actually stating that 995.9 provides authority to bring a cross-complaint.  
 14 However by stating that they would "*expect a cross-complaint*" the intent is to cause the reader  
 15 to believe that Gov. Code 995.9 actually provides the authority to do so even though it does not.  
 16 This is also an intentional act to mislead the Court and Plt as to the true meaning of Gov. Code  
 17 995.9 in order to induce Plt. to agree to Defs.' fraudulent Settlement Agreement.

18 **5. Doi v. Halekulani Coporation, 276 F.3d 1131 (9th Cir., 2002).**

19 Plaintiff appreciates Defs. introducing Doi v. Halekania into the argument. As usual,  
 20 Defs. twist the ruling away from what it actually states and means in order to get the ruling to  
 21 meet their fraudulent agenda.

22 It is well established that an oral agreement placed on the record and memorialized is  
 23 binding, *Doi v. Halekulani Coporation*, 276 F.3d 1131 at 1139 (9th Cir., 2002). Further more,  
 24 the court found that nothing can be added to or removed from the written agreement that was  
 25 placed on the record in the oral agreement, *Doi, Supra*, 276 F. 3d at 1134, 1138 and 1139.  
 26 Appellant, Doi, wanted to challenged the existence of terms added in the written agreement,  
 27 specifically a list of Appellee's entities which Appellant, Doi agreed not to work at as a part of  
 28

1 the oral agreement placed on record in open court. Appellant, Doi claimed that the terms were  
2 not placed on the record in open court and therefore the terms should not be a part of the written  
3 agreement. The problem for Appellant, Doi, is the terms she claimed were not placed on the  
4 record in open court were in fact placed on the record in open court and therefore should be  
5 included in the written agreement. *Doi, Supra*, 276 F. 3d at 1138.

6 The actual transcript from the oral agreement states, "*She, (Appellant), also agrees not to*  
7 *reapply to any related entities of Halekulani Corporation, and those entities will be listed and*  
8 *set forth in the release document.*" Right Column *Doi, Supra*, 276 F. 3d at 1134.

9 If Defs., Mr. Larkin and Mr. Sherman **had** stated during the August 9, 2011 Settlement  
10 Conference on the record in open court, "*the City and the entities whether public or private that*  
11 *will be listed in the release document.*," then Mr. Larkin and Mr. Sherman would have a case  
12 that supports the Defs.', Mr. Larkin's and Mr. Sherman's position. The fact is Mr. Larkin and  
13 Mr. Sherman made no reference on the oral record to add or remove anything or anyone in the  
14 written settlement agreement that was not specified on the record during the Settlement  
15 Conference.

16 Furthermore, no one, no person, nobody during the Settlement Conference defined the  
17 terms "nobody," "anything," and "anyone." These terms were never defined or placed into  
18 context of use during the Settlement Conference on the oral record. Defs. and Mr. Larkin have  
19 unilaterally added their own subjective definitions of what these terms mean and refer to in the  
20 written settlement without obtaining a stipulation from Plt. agreeing to their use of the  
21 definitions. Plt. does not agree with the definitions used by Defs. and Mr. Larkin's definitions  
22 of terms placed in the written agreement and or the use of context which are both contrary to  
23 how Plt. interpreted the definitions and use of context of the terms during the oral agreement.  
24 As such any use of definitions and or context of the terms "nobody," "anything," and "anyone"  
25 in the written agreement are objected to by Plt. However if the Defs. require a definition and use  
26 of context Plt. has provided them in the written agreement, Exh. 927.



1 Mr. Larkin and Mr. Sherman DID NOT make any reference of any terms and or  
2 definitions during the Settlement Conference that would be listed in the written settlement  
3 agreement. As it is, *Doi v. Halekulani Coporation*, 276 F.3d 1131 (9th Cir., 2002) actually  
4 supports Plts.' position by denying the Court the option of striking and or vacating the Settlement  
5 as well as requiring that the written agreement state specifically what was placed on the record  
6 orally in open court without adding or removing any terms from it and any terms that were NOT  
7 specifically referred to. Defs. and their attorney Don Larkin have wrongly applied the above  
8 case in and attempt to justify their spurious argument.

9  
10 **6. Definition of "City."**

11 Defendants claim that the term, "City" encompasses the "City's" "*past and present*  
12 *agents, servants, employees, directors, contractors, and representatives,*" Lines 23-26 of pg. 2  
13 and lines 1-2 of pg. 3 of Court Doc. 208.

14 If it were true that the term "City" includes the "City's" "*past and present agents,*  
15 *servants, employees, directors, contractors, and representatives*" as Defendants claim then IT IS  
16 NOT necessary to include the terms: "*past and present agents, servants, employees, directors,*  
17 *contractors, and representatives*" in the written Settlement Agreement for the term "City" is  
18 already used in Defs. written Settlement Agreement, Court Doc. 208-2 and therefore already  
19 includes the terms "*past and present agents, servants, employees, directors, contractors, and*  
20 *representatives*" without actually stating them just as Defs., Mr. Larkin and Mr. Sherman did  
21 during the August 9, 2011 Settlement Conference.

22 The reason why Defs., Mr. Larkin and Mr. Sherman need to include the terms: the  
23 "City's" "*past and present agents, servants, employees, directors, contractors, and*  
24 *representatives*" is because the Defs., Mr Larkin and Mr. Sherman know that the term "City"  
25 does not apply to THRID/NON-PARTIES such as Kustom Signals, Warren Page, Taser  
26 International, Andrew Hinz, and Michael Gennaco.

27 Since Defs. believe that the terms: "*past and present agents, servants, employees,*  
28 *directors, contractors, and representatives,*" are included in the definition of "City" then there is

1 no reason or justification to change the language of the written settlement agreement from the  
2 oral language that was placed on the record on August 9, 2011.

3 As such the court should deny Defendants' demand that the terms "*past and present*  
4 *agents, servants, employees, directors, contractors, and representatives,*" be included in the  
5 written agreement when in fact they were not stated or even referred to in the Aug. 9, oral  
6 agreement.

7 By attempting to insert the terms, "*past and present agents, servants, employees,*  
8 *directors, contractors, and representatives,*" into the written settlement agreement in order to  
9 include Kustom Signals, Warren Page, Taser International, Andrew Hinz, and Michael Gennaco  
10 without placing Kustom Signals, Warren Page, Taser International, Andrew Hinz, and Michael  
11 Gennaco in the written settlement agreement demonstrates the dishonesty of Defs. and their  
12 attorneys, Don Larkin and Steven Sherman. As a result the true intent of misleading Plt. and  
13 fraudulently stealing the claims Plaintiff has against Kustom Signals, Warren Page, Taser  
14 International, Andrew Hinz, and Michael Gennaco in revealed, a violation of **Cal. Bus. and**  
15 **Prof. Codes 6068(d), 6106, and 6128(a).** Mr. Sherman and Mr. Larkin both have worked  
16 together in attempting to defraud Plt. of his claims. Mr. Larkin and Mr. Sherman have also  
17 violated **Cal State Bar rules 5-200 (A)(B)(C)** by attempting to insert terms into the written  
18 Settlement Agreement that are not a part of the Settlement falsely claiming that the terms were a  
19 part of the Settlement.

20 It is clear from the September 14, 2011 hearing and Mr. Larkin's statements that he is  
21 including Kustom Signals, Warren Page, Taser International, Andrew Hinz, and Michael  
22 Gennaco in the written settlement agreement under one of the titles/terms: "*past and present*  
23 *agents, servants, employees, directors, contractors and representatives.*"

24 Thus when Mr. Larkin and Defendants state in their fraudulent settlement agreement,  
25 "*The terms and conditions of this AGREEMENT shall constitute the entire agreement in*  
26 *compromise and settlement of the lawsuit as to CITY, as well as any and all other claims and*  
27 *matters that could have or should have asserted against CITY and its past and present agents,*  
28

1 *servants, employees, directors, contractors, and representatives,”* (Sec. 7 of Court Doc 208-2),  
2 Mr. Larkin and Defendants are actually stating, “...*should have asserted against CITY and its*  
3 *past and present agents, servants, employees, directors, contractors, (Kustom Signals, Warren*  
4 *Page, Taser International, Andrew Hinz, and Michael Gennaco), and representatives,”* See  
5 Exh. 928-2

6 On August 9, 2011 Defendants placed on the record and bound themselves to the  
7 following language and terms,

8 “*Steven Sherman on behalf of the Palo Alto defendants, Officer Temores, Officer Temores,*  
9 *Officer Wagner and the City.”*

10 Now Defendants want to retroactively change the language and terms of the agreement  
11 and statements made on August 9, 2011 in the written settlement agreement to, “*Steven Sherman*  
12 *on behalf of the Palo Alto defendants, Officer Temores; Officer Burger; Officer Wagner; past*  
13 *and present agents, servants, employees, directors, contractors, (Kustom Signals, Warren Page,*  
14 *Taser International, Andrew Hinz, and Michael Gennaco); and representatives of the City; and*  
15 *the City.”*

16 The \$39,000.00 question is, since Defendants want to include Kustom Signals, Warren  
17 Page, Taser International, Andrew Hinz, and Michael Gennaco into the written Settlement  
18 Agreement, why do not the Defs., Mr. Larkin and Mr. Sherman just had their names to the  
19 written settlement as they have done with the generic terms of: the “*City’s*” “*past and present*  
20 *agents, servants, employees, directors, contractors, and representatives*

21 The \$39,000.00 answer is, there is not a court in America that would allow such a  
22 significant change to a lawfully binding agreement, See Exh. 928-2 and Defendants are using the  
23 generic terms of the “*City’s*” “*past and present agents, servants, employees, directors,*  
24 *contractors, and representatives,”* in order to deceive Plaintiff into waiving his rights and claims  
25 against Kustom Signals, Warren Page, Taser International and Andrew Hinz through their  
26 fraudulent act.

27 **7. Sanctions/Extortion/State Bar Rule 5-100:**  
28

1           Plt. has presented self-evident prima facie evidence that attorney Don Larkin violated Cal  
 2 State Bar Rule 5-100(A) and Cal. Bus. and Prof. Codes 6068(d), 6106, and 6128(a) when Mr.  
 3 Larkin threatened to seek administrative, disciplinary and monetary damages against Plt. Ciampi  
 4 in order to coerce Plaintiff into signing Mr. Larkin's fraudulent agreement, which is and would  
 5 be an advantage to Mr. Larkin and the Defs. whom Mr. Larkin represents, pgs. 3, 4 and 5 of  
 6 Court Doc. 200. By signing Mr. Larkin's fraudulent agreement, Plt. Ciampi would have lost  
 7 valuable rights and claims against Taser International and others.

8           Mr. Larkin responds by stating, "*In fact, a motion to enforce the settlement agreement is*  
 9 *the proper means to require a party to sign a settlement agreement agreed to in a settlement on*  
 10 *the record,*" lines 26-27 of pg. 4 of Court Doc. 208. Mr. Larkin's statement is true, but that is  
 11 not the act and that is not the offense of which Mr. Larkin committed. The act of filing a motion  
 12 and seeking sanctions is perfectly legal and ethical, what is not ethical or legal is to "threaten" a  
 13 person with some negative consequence in order to compel the person to perform some act  
 14 against their will even if the negative consequence is legal.

15           By way of analogy, if a newspaper reporter obtains information about a public official  
 16 having an adulterous affair, it is perfectly legal for that reporter to reveal to the public the very  
 17 embarrassing and damaging affair. Likewise, it would be lawful for Mr. Larkin to file a Motion  
 18 and Sanctions with the court in order to get Plt. to sign Mr. Larkin's written settlement  
 19 agreement, just as Plt. has done.

20           However, if the reporter were to communicate to the public official that he knows about  
 21 the affair and threatens the public official by stating that he will reveal the affair unless the  
 22 public official signs off on a contract giving the reporter a financially lucrative contract then the  
 23 act is illegal. Likewise, by threatening to take away money and claims from Plt. Ciampi while  
 24 simultaneously threatening administrative and disciplinary action against Plt. Mr. Larkin violated  
 25 the law and State Bar Rules.

26           As can be seen it is not the act of revealing the affair or seeking sanctions that are  
 27 illegal, it is the act of "threatening" to reveal the affair or seek sanctions that is illegal which is  
 28

1 what Mr. Larkin did and the prima facie evidence is there is in black and white as Exh. 922 of  
2 Court Doc. 200 and delineated pgs. 3-5 of Court Doc. 200.

3 In another case in which Mr. Larkin was party representing the City of Palo as the City  
4 Attorney and which Judge Koh presided over, Judge Koh ruled that even if the City, Mr. Larkin,  
5 violated the Constitution, it was acceptable because the apposing party did not prove intent. ¶¶s  
6 23 & 24 of Plts.' Decl and Exh. 924. It appears that Judge Koh ignored the pillar of the U.S.  
7 legal system, (*Ignorantia juris non excusat* or *ignorantia legis neminem excusat*), **Ignorance of**  
8 **the Law is Excuses No Excuse.** *Ratzlaf v. U.S.*, 510 U.S. 135, 149, 151 (1994); *U.S. v. Freed*,  
9 401 U.S. 601, 612 (1971)

10 Defs. and their attorneys have made numerous false statements and misrepresentations to  
11 the Court and Plt. and even suppressed evidence, losing on a Motion to Compel, all to the  
12 prejudice to Plt., See ¶27 of Plts.' Decl.

13 *"However, Mr. Sherman and Defendants now have a better understanding of both the*  
14 *technology at issue and the information Plaintiff seeks. Thus, there is little justification for future*  
15 *errors of this nature, and the Court will not look favorably on such errors, should they*  
16 *recur."* THE COURT, Lines 12-15 of pg. 5 of Court Doc. 176.

17 *"The Court finds it troubling that Mr. Sherman seems to believe that he submitted an*  
18 *exhibit that he did not in fact submit."* THE COURT, Lines 18-20 of pg. 11 of Court Doc. 176

19 "Mr. Sherman is on notice that if the number of errors continues to accumulate, the Court  
20 may reach a different conclusion. Mr. Sherman and Defendants are admonished pay close  
21 attention to detail and to be as accurate as possible in future discovery responses and  
22 representations to the Court." THE COURT, Lines 2-5 of pg. 13 of Court Doc. 176.

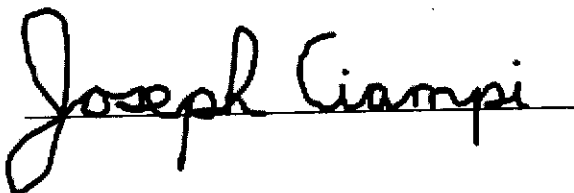
23 The question is, will Judge Koh address this self-evident prima facie evidence and hold  
24 Mr. Larkin and Mr. Sherman accountable? See ¶¶s 15 through 27 of Plts.' Decl.

25 **8. In Summary:** Based upon factual evidence and law presented to the court, Plaintiff  
26 requests that the court enforce the August 9, 2011 Settlement placed on the record which is  
27 provided to the Court as Exhibit 927 of this Motion to Enforce the Settlement Agreement.  
28

1 Where a party incurs needless time and expense in filing a motion to enforce a settlement  
 2 agreement that was made on the record, sanctions in the form of costs and attorneys' fees are  
 3 appropriate. (see e.g. *Armstrong v. City & County of San Francisco*, C 01-2611 VRW MEJ, 2004  
 4 WL 2713068 (N.D. Cal. June 15, 2004) In recommending sanctions, the *Armstrong* Court stated  
 5 that, because "... a representative of Plaintiffs' counsel acknowledged the enforceability of the  
 6 settlements in open court, the Court finds that Defendant incurred needless time and expense in  
 7 filing this motion to enforce.") Plt. has spent 47 hours working on this Motion in order to  
 8 preserve Plts.' Rights from being stolen by Defs. and their attorneys. Plt. requests that the Court  
 9 Administer a fair and objective monetary sanction to pay Plt. for the 47 hours and the 21 plus  
 10 days of emotional distress caused by Defs. unlawful and unethical actions. ¶¶s 26 & 37 fo Plts.'  
 11 Decl. Plt. believes that \$40.00 for each hour of being unnecessarily burdened and oppressed  
 12 while actually working on preserving Plts.' rights and claims to be fair. Plt. also believes that  
 13 \$100.00 a day for each day, (the number of days to be determined/calculated from September 9,  
 14 2011 to the date of the Court issuing its Order on this Motion), that Plt. has incurred anxiety and  
 15 emotional distress as direct result of Defs. and their attorneys' Don Larkin's and Steven  
 16 Sherman's outrageous behavior and unlawful and unethical acts of attempting to steal Plts.'  
 17 rights and claims against THIRD/NON-PARITES by using deception, fraud and extortion.  
 18 Much of the offensive acts committed by Defs. are a direct result of Defs., and their attorneys  
 19 refusal to disclose the fee agreement with their designated experts, (Lines 9-27 of pg. 13 and 1-  
 20 25 of pg. 14 of court Doc. 14.), [FRCiv.P 26(a)(2)(B)(vi)], as such sanctions for being  
 21 burdensome and oppressive are warranted pursuant to FRCiv.P 37(c)(1)(A)(C).

22  
 23 Plaintiff

24  
 25 Dated: September 29, 2011

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27 Plaintiff JOSEPH CIAMPI in pro se  
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Plaintiff Joseph Ciampi, in pro se  
P.O. Box 1681  
Palo Alto, California 94302  
Phone (650) 248-1634  
Email: t.ciampi@hotmail.com

Plaintiff Joseph Ciampi, in pro se

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
(SAN JOSE DIVISION)

JOSEPH CIAMPI

Plaintiff,

CITY OF PALO ALTO, a government entity;  
LYNNE JOHNSON, an individual; CHIEF  
DENNIS BURNS, an individual; OFFICER  
KELLY BURGER, an individual; OFFICER  
MANUEL TEMORES, an individual; OFFICER  
APRIL WAGNER, an individual; AGENT DAN  
RYAN; SERGEANT NATASHA POWERS,  
an individual.

Defendants.

) NO. C09-02655 LHK (PSG)  
)  
)  
) **DECLARATION OF JOSEPH**  
) **CIAMPI IN SUPPORT OF**  
) **PLAINTIFF'S RESPONSE TO**  
) **DEFENDANTS' OPPOSITION**  
) **TO ENFORCE SETTLEMENT**  
) **THE AGREEMENT AND A**  
) **SECOND MOTION FOR**  
) **SANCTIONS AGAINST**  
) **DEFENDANTS AND THEIR**  
) **ATTORNEYS**  
)  
)  
)

In support of Plaintiff's Response to Defendants' Opposition To Enforce The Settlement Agreement And A Second Motion For Sanctions Against Defendants and Their Attorneys.

I, Joseph Ciampi, declare as follows:

1           1.       I am the Plaintiff in the above-entitled action. I was born in San Francisco,  
2 California. I have lived in downtown Palo Alto for the last 18 consecutive years.

3           2.       I have personal knowledge of all facts stated in this declaration and if called to  
4 testify, I could and would testify competently thereto.

5           3.       On August 9, 2011 Defendants and myself, came to terms on a Settlement which  
6 was placed on the record in Judge Maria-Elena James' court. Subsequently, Defendants,  
7 specifically Donald Larkin, the assistant city attorney of Palo Alto inserted several terms into the  
8 written settlement agreement that were NOT placed on record during the Settlement and thus  
9 were NOT agreed to by me. On September 1, 2011 during a second Settlement Conference, Mr.  
10 Larkin/Defendants agreed to use the exact language in the written settlement agreement that was  
11 used during the August 9, 2011 Settlement Conference which was placed on the record. Mr.  
12 Larkin again inserted several terms which were NEVER placed on the record during the August  
13 9, 2011 Settlement Conference. These terms are: "*past and present agents, servants, employees,*  
14 *directors, contractors, and representatives,*" which are cited in paragraphs 6 and 7 of Mr.  
15 Larkin's written Settlement Agreement, Court Doc. 208-2.

16           4.       On September 9, 2011 I wrote up an agreement that accurately reflects the oral  
17 agreement placed on the record during the August 9, 2011 Settlement Conference Exh. 911 of  
18 Court Doc. 200. I signed this agreement and provided it to the Defendants, to Mr Larkin,  
19 however Mr. Larkin refuses to uphold the agreement by signing and executing the agreement  
20 which I have given him.

21           5.       Additionally, on September 26, 2011 I provided Defs. and Mr. Larkin a written  
22 settlement agreement containing all of terms that the City and myself bound ourselves on August  
23 9, 2011, Exh. 927. This written agreement uses the identical format that Mr. Larkin has used in  
24 his written settlement agreement, Court Doc. 208-2, with the exception that it does not include  
25 the terms, "*past and present agents, servants, employees, directors, contractors, and*  
26 *representatives,*" the terms that were never placed on the record during the August 9, 2011  
27  
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1 Settlement Conference. I have signed and executed this Settlement Agreement however Defs.  
2 and Mr. Larkin have refused to sign and execute this Settlement, Exh. 926.

3 6. On September 14, 2011, Defendants and Plaintiff's dispute regarding the  
4 Settlement was heard during a Pre-Trial Conference and Motion Hearing before Judge Lucy Koh  
5 that had already been calendared.

6 7. During the Sept. 14, 2011 hearing Defs.' Attorneys Don Larkin and Steven  
7 Sherman asserted to the court, Judge Koh, that Government Code 995.9 would cause the City of  
8 Palo Alto to be liable for any damages that resulted if I were to file a lawsuit against Andrew  
9 Hinz, Taser International, Warren Page, Kustom Signals and Michael Gennaco, (known as the  
10 THIRD/NON-PARTIES). Specifically, Mr. Larkin and Mr. Sherman, stated that should I file a  
11 lawsuit against Andrew Hinz, Taser International, Warren Page, Kustom Signals and Michael  
12 Gennaco, the (THIRD/NON-PARTIES) could in turn file a lawsuit against the City of Palo Alto  
13 demanding that the City of Palo Alto defend and indemnify (THIRD/NON-PARTIES) against  
14 any and all damages that would result due to my lawsuit against the (THIRD/NON-PARTIES).

15 8. Defs. also asserted the bogus liability in Defs.' Position statement lines 22-26 of  
16 pg. 2 of Court Doc. 204 in which Defs.' attorney Don Larkin states, "*However, should the City*  
17 *agree to a settlement agreement that specifically authorizes an action against Andrew Hinz and*  
18 *Warren Page, we would expect a cross-complaint for indemnification pursuant to Government*  
19 *Code section 995.9, which authorizes a public agency to indemnify a witness who testifies on*  
20 *behalf of the agency.*"

21 9. These assertions to the court are false and a deliberate attempt on the part of the  
22 Defendants' attorneys to mislead Plt. and the court a violation of California State Bar rule 5-200  
23 (A)(B)(C):

24 *"In presenting a matter to a tribunal, a member:*

25 *(A) Shall employ, for the purpose of maintaining the causes confided to the member such means*  
26 *only as are consistent with truth;*

27 *(B) Shall not seek to mislead the judge, judicial officer, or jury by an artifice or*  
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1 *false statement of fact or law;*

2 *(C) Shall not intentionally misquote to a tribunal the*

3 *language of a book, statute, or decision."*

4 Additionally Mr. Larkin violated and Mr. Sherman violated Cal. Bus. And Prof. Codes §  
5 6128(a) § 6068 (d) and § 6106

6 10. On September 14, 2011 while in Judge Koh's court, Mr. Larkin and Mr. Sherman  
7 misquoted Gov. Code 995.9 to the court, to Judge Koh, by asserting that Gov. Code 995.9 states  
8 that it gives Andrew Hinz and Warren Page the lawful authority to file a cross-complaint against  
9 the City should I file a lawsuit against Andrew Hinz and Warren Page which in fact is not true.  
10 Gov. Code 995.9 does not give Andrew Hinz and Warren page lawful authority to file a cross-  
11 complaint.

12 11. Mr. Larkin and Mr. Sherman were so successful at misleading the court,  
13 misleading Judge Koh, that Judge Koh also asserted to me during the September 14, 2011  
14 hearing that the City of Palo Alto would be liable for any damages incurred by Kustom Signals,  
15 Warren Page, International, Andrew Hinz and Michael Gennaco should I file a lawsuit against  
16 them.

17 12. I explained to Judge Koh that Gov. Code 995.9 actually prohibited the City from  
18 being liable for the actions of THIRD/NON-PARITES, Kustom Signals, Warren Page, Taser  
19 International, Andrew Hinz and Michael Gennaco.

20 13. Instead of enforcing the Settlement Agreement as it was placed on the record,  
21 Judge Koh stated to me that she would rule in favor of the Defs' position allowing them to  
22 include Kustom Signals, Warren Page, Taser International, Andrew Hinz and Michael Gennaco  
23 into the settlement agreement even though they were never placed on the record during the  
24 Settlement Conference in which Defs. and myself bound ourselves to the settlement.

25 14. At least once, and I believe twice Judge Koh threatened me by stating that she  
26 would vacate the settlement and reset the trial date. In essence Judge Koh was stating to me that  
27 either I go along with the Defs.' fraudulent written Settlement Agreement which would take  
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1 away my claims against Kustom Signals, Warren Page, Taser International, Andrew Hinz and  
2 Michael Gennaco or she would take away my settlement with the City of Palo Alto and the  
3 \$35,000.00 due me as a result of that settlement.

4 15. Mr. Larkin has attempted to coerce and extort me to go along with his fraudulent  
5 written settlement agreement, now Judge Koh appeared to be doing the exact same thing.

6 16. Judge Koh was attempting to get me to comply with the Defs.' written settlement  
7 agreement even though I recall that Judge Koh inferred during the Sept. 14 hearing that she had  
8 not even read the Defs.' written Settlement Agreement at that time by claiming that she could not  
9 find the written agreement in my Motion.

10 17. During the Sept. 14, Hearing Judge Koh appeared to be vacating the case and  
11 setting the trial date thus stealing my settlement with the City. Due to the coercive tactic  
12 employed by Judge Koh I agreed to accept any decision Judge Koh came to after reviewing the  
13 Motion to Enforce the Settlement and the Response and Reply.

14 18. As such I do not expect Judge Koh to rule in my favor regardless if the facts and  
15 law that are presented to her support my position. This is further verified by the fact that Judge  
16 Koh consistently ruled against me throughout the case contrary to the facts and law, See Court  
17 Docs. 155, 159, 162, 163, 164 and 169.

18 19. Judge Koh not only ruled against the facts and the law but also contradicted  
19 herself, See pgs. 6-10 of Court Doc. 163 ending with Judge Koh stating, "THERE DOES  
20 APPEAR TO BE A FACTUAL DISPUTE AS TO WETHER THE OFFICERS HAD  
21 REASONABLE SUSPICION THAT MR. CIAMPI WAS UNDER THE INFLUENCE OF A  
22 CONTROLLED SUBSTANCE," Pg. 38 Lines 1-4 of Court Doc. 150.

23 20. Additionally, the integrity of Judge Koh is called into question when she refused  
24 to identify where she obtained the evidence of "*Officer Safety*," which she used in part to  
25 dismiss my civil rights claims, lines 13-18 of pg. 3 of Court Doc. 159 and Court Doc. 162.

26 21. Furthermore, Judge Koh falsely stated that I did not cite any case law which  
27 supported my claim that my Fourth Amendment Rights had been violated, lines 22-23 of Court  
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1 Doc. 155. I cited a number of cases which supported my position, yet Judge Koh has refused to  
2 explain how these cases do not apply, lines 22-28 of Court Doc. 159.

3 22. All of the above have caused me to believe that Judge Koh is inherently biased  
4 for Defendants and prejudiced against me. During the Sept. 14 hearing Judge Koh asked out of  
5 concern for Michael Gennaco, ("*Are you, (Ciampi), really going to sue Michael Gennaco for*  
6 *writing that report?*") paraphrased from notes and memory. It is clear to me that given Judge  
7 Koh's concern for Michael Gennaco that Judge Koh was not completely honest in her ruling in  
8 which she refused to disqualify herself back in September 2010. ¶¶ 2-4 of pg. 2 of Court Doc.  
9 53-1.

10 23. Judge Koh's prejudice appears not to be isolated to myself but actually extends to  
11 many United States Citizens who reside in the lower economic status, See Exhibit 924-2 through  
12 924-8.

13 24: In the Frost case Judge Koh seems to excuse Mr. Larkin from violating Frost's  
14 Constitutional rights because Mr. Larkin did not know that he was violating Frost's  
15 Constitutional Rights, voiding the legal pillar of the justice system, "ignorance of the law is no  
16 excuse," (*Ignorantia juris non excusat* or *ignorantia legis neminem excusat.*), Exhs. 924-7 & 8  
17 where Judge Koh is quoted as stating, "Even assuming the defendant has proven discriminatory  
18 effect, the defense's motion to dismiss for discriminatory prosecution must be denied for failure to  
19 prove discriminatory intent." That would be like saying to an officer, "I didn't know I was going  
20 85mph in a 65mph zone because I was just moving along with the flow of traffic."

21 25. I have to expect that despite proving beyond a reasonable doubt the extortion and  
22 violation of State Bar rule 5-100(A) committed by Mr. Larkin, (pgs. 3-5 of Court Doc. 200),  
23 Judge Koh will excuse Mr. Larkin's act as another harmless error as she has done numerous  
24 times in the past regarding Mr. Sherman's violations, Court Docs, 143, 156, 160, 166, 169, 176,  
25 and 179.

26 26. If calling Mr. Larkins act a harmless accidental error in not sufficient to excuse  
27 Mr. Larkin's offense, I imagine that Judge Koh will refuse to acknowledge and or address the  
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1 allegation and Mr. Larkin's act altogether in order to avoid having to make a ruling on the matter  
 2 presented to her just Judge Koh did in issuing her Order Denying Motion Requesting  
 3 Appropriate Action Regarding Violations of the Law and Rules Committed By Attorney Steven  
 4 Sherman. Skillfully using the art of obfuscation, Judge Koh avoids having to hold attorney  
 5 Steven Sherman accountable for numerous violations, see Court Docs. 143, 156, 160, 176 and  
 6 179.

7       27.     **For Example:** I had to file a Motion to compel Defs. to provide me the MAV  
 8 videos that contained the watermark, Court Doc. 55, because Defs. and Mr. Sherman would not  
 9 provide me a copy of the videos containing the watermark. Judge Grewal would ultimately grant  
 10 my motion. In lines 17-19 of pg. 2 of Court Doc 65. **Mr. Sherman stated**, "*At this time,*  
 11 *plaintiff's request to receive actual "original MAV recordings containing the digital watermark"*  
 12 *infringes on Kustom Signal's proprietary software and MAV system created for police use.*" In  
 13 lines 11-12 of pg. 4 of Court Doc. 65 Mr Sherman stated, "*Other than the copies provided,*  
 14 *(copies that do not have the watermark), his request is asking for trade secret information, (MAV*  
 15 *videos that have the watermark), and will not be provided.*" In lines 12-13 of pg. 7 of Court  
 16 Doc. 156 **Mr. Sherman stated**, "*I have never contended that the watermark itself is*  
 17 *proprietary.*" I exposed this false statement to the court in Claim Three of Court Doc. 143.  
 18 Judge Koh concluded by stating: "*Accordingly, it does not appear that Mr. Sherman*  
 19 *misrepresented the proprietary nature of the software used to read the watermark and verify the*  
 20 *authenticity of the watermarked recordings.*" Lines 4-6 of pg. 6 of Court Doc. 176. Judge Koh  
 21 completely ignores and refuses to address the fact that Mr. Sherman falsely misrepresented to the  
 22 Court and Plt. ONE: that the MAV videos were proprietary erroneously justifying his and Defs.  
 23 refusal to provide me a copy of the MAV videos with the watermark and TWO: that Mr.  
 24 Sherman falsely stated to the court that he never stated that I could not have a copy of the MAV  
 25 videos containing the watermark. If Mr. Sherman never stated that I could not have a copy of the  
 26 MAV videos with the watermark, then why did I need Judge Grewal to order Mr. Sherman to  
 27 provide me a copy? See Claim 3 of Court Doc 179. From lines 14-16 of pg. 9 of Court Doc.  
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1 156. Additionally Mr. Sherman stated, "Some of the items that Mr. Ciampi is seeking are going  
 2 to be difficult to comply with because He's seeking proprietary software and I cannot produce  
 3 copies, copyrighted items that he is seeking. It's like asking for a copy of Microsoft windows. I  
 4 cannot produce it." Lines 15-20 of pg. 7 of Court Doc. 53-2. Mr. Sherman falsely stated to the  
 5 Court that we only downloaded the 2008 year taser gun activation data from the two taser guns  
 6 during the December 17, 2010 inspection. However, Mr Sherman is heard stating and  
 7 documenting on a video recording during the December 17, 2010 inspection that all of the taser  
 8 guns' activation data would be downloaded which would include the year 2007, See lines 25-28  
 9 of pg. 6 and lines 3-15 of pg. 7 of Court Doc. 160. Judge Koh does not even mention these facts  
 10 in her Order, Claim 4 of Court Doc. 176 thereby protecting Mr. Sherman from being held  
 11 accountable once again. Within the cited Court Docs, 143, 156, 160, 176 and 179 I prove that  
 12 attorney Steven Sherman submitted two falsified taser gun activation data reports to the court in  
 13 order to cover up two previously submitted falsified taser gun activation reports, four falsified  
 14 reports in all, however Judge Koh refuses to acknowledge these facts using her skills in  
 15 obfuscation in order to protect Attorney Steven Sherman from being held accountable. See  
 16 **section FOUR** of Court Doc. 143; **Plaintiff's Accusation Number 4** of Court Doc. 156; **Fourth**  
 17 **Accusation Taser Gun Activation Data** of Court Doc. 160; **D Claim 4** of Court Doc. 176 and  
 18 **Claim 4** of Court Doc. 179. As can be clearly seen, I do not expect Judge Koh to hold Mr.  
 19 Larkin, Mr. Sherman and Defs. accountable for their actions.

20 28. Given Judge Koh's threat to vacate the settlement and not wanting to loose the  
 21 \$35,000.00 settlement, I briefly considered signing the Defendants' fraudulent written Settlement  
 22 Agreement in which I would be giving up my claims against THRID/NON-PARTIES, however I  
 23 quickly came to my senses that I did not have to do that and should not do that out of being  
 24 coerced by Judge Koh and the Defendants, Exh. 925.

25 29. Should the court and or Judge Koh rule against me and allow Defendants to insert  
 26 the terms: *past and present agents, servants, employees, directors, contractors, and*  
 27 *representatives* into the written settlement agreement I will accept Judge Koh's ruling, however I  
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1 do not and will not recognize Kustom Signals, Warren Page, Taser International, Andrew Hinz,  
2 and Michael Gennaco as being a part of the "City" nor labeled/defined as any of the terms  
3 inserted into the written agreement by Defendants and therefore are not a part of the Settlement  
4 Agreement even if the *terms past and present agents, servants, employees, directors,*  
5 *contractors, and representatives* are inserted into the written settlement agreement for Kustom  
6 Signals, Warren Page, Taser International, Andrew Hinz, and Michael Gennaco were never  
7 identified as being any of the terms that Defs. want to insert into the Settlement Agreement.  
8 Therefore, regardless of how Judge Koh rules, I will retain my rights to file a lawsuit against  
9 Kustom Signals, Warren Page, Taser International, Andrew Hinz, and Michael Gennaco.

10 30. Should the court and or Judge Koh, vacate the settlement I will consider it theft of  
11 my \$35,000.00 settlement. Should the court and or Judge Koh allow Defs. to include *any past*  
12 *and present agents, servants, employees, directors, contractors, representatives,* Kustom Signals,  
13 Warren Page, Taser International, Andrew Hinz, and Michael Gennaco into the written  
14 settlement agreement I will consider it theft of my rights and claims to seek relief from  
15 THRID/NON-PARITES who were not included in the August 9, 2011 settlement agreement  
16 which both the Defendants and I bound ourselves to.

17 31. Attached hereto as Exhibit "924" is a true and correct copy of an email from  
18 Attorney Kate Wells sent to Danny Meyer and then forwarded Plaintiff Joseph Ciampi and a  
19 Palo Alto Online News story both of which describe and infer Judge Koh's biasness for law  
20 enforcement.

21 32. Attached hereto as Exhibit "925" is a true and correct copy of an email sent to  
22 Palo Alto Assistant City Attorney Don Larkin from Plaintiff Joseph Ciampi.

23 33. Attached hereto as Exhibit "926" is a true and correct copy of an email sent to  
24 Plaintiff Joseph Ciampi from Palo Alto Assistant City Attorney Don Larkin and a copy of a  
25 second email sent to Palo Alto Assistant City Attorney Don Larkin from Plaintiff Joseph Ciampi  
26 describing how Mr. Larkin refuses to sign the Settlement Agreement.

1           34. Attached hereto as Exhibit "927" is a true and correct copy of the written  
2 Settlement Agreement signed by Plaintiff Joseph Ciampi and provided to Defendants and Mr.  
3 Larkin.

4           35. Attached hereto as Exhibit "928" is a true and correct copy of an exhibit clearly  
5 demonstrating what the Defendants, Mr Larkin and Mr. Sherman wish to add to the written  
6 Settlement Agreement that was not placed on the record in compliance with the binding oral  
7 agreement.

8           36. I worked on this Response to Defs.' Opposition to my Motion to from 9:00pm to  
9 10:00pm 9/25/2011; and from 8:30am to 10:30am and 6:30pm to 8:00pm and 9:15pm to  
10 11:15pm on 9/26/2011; and from 8:00pm to 12:00 midnight on 9/27/2011; and from 12:00am to  
11 2:00am and 9:30am to 1:00pm and 6:00pm to 9:00pm and 9:30pm to 11:30pm on 9/28/2011 and  
12 from 12:00am to 2:00am and 10:00am to 1:00pm on 9/29/2011 for a total of 26 hours. I worked  
13 approximately 31 hours from September 9, 2011 through September 12, 2011 in preparing a  
14 Motion in order to protect my lawful rights and claims from being stolen by Defs., Mr. Larkin  
15 and Mr. Sherman, See lines 15-20 of pg. 31 of Court Doc. 200. I have worked directly on my  
16 Motion to Enforce the Settlement Agreement for a minimum of 47 hours.

17           37. I have been excessively and unnecessarily burdened and oppressed by the  
18 unethical and unlawful tactics used by Defs. and their attorneys to defraud me of my rights and  
19 my claims against THIRD/NON-PARTIES. Defs. and their attorneys, Mr. Larkin and Mr.  
20 Sherman have unnecessarily delayed the execution of the Settlement Agreement for over month.  
21 The possibility of loosing my claims due to Mr. Larkin's and Mr. Sherman's false and  
22 misleading statements and misrepresentations to the court and myself in order to defraud me of  
23 my rights and claims has caused me extreme anxiety and emotional distress.

24           38. "YOU WILL BE SPENDING A LOT OF MONEY AND TIME ON THIS  
25 CASE." Judge Koh, Lines 13 and 14 of pg. 24 of Court Doc. 53-2 (Transcript of Aug. 27, 2010  
26 CMC). Judge Koh followed through on her promise. I've dribbled up the length of the court  
27 and slam-dunked the basketball through the hoop for the winning goal as time expired only to be  
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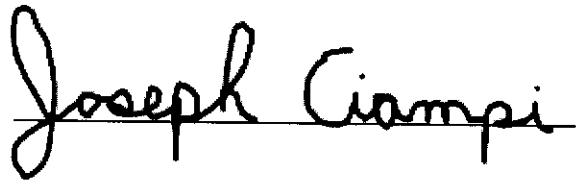
called for an offensive fall even though no defender was within twenty feet of me the entire time. This did not happen once, but repeatedly throughout my case. It is demoralizing and demonstrates how the poor get cheated of justice.

39. I did not lose this case, I won at every stage, Defs. and their attorneys had to cheat to win, just like Barry Bonds needed to cheat to win. Defs. are cowards for fearing the truth and bullies for using falsified evidence in order to incriminate a United States Citizen of a crime. "The Court is well-aware that Temores's MAV recording lacks audio, as the Court viewed the silent recording of the incident numerous times." Line 23-25 of Court Doc. 176. There is no doubt that Judge Koh was wrongfully influenced by Temores' falsified MAV video in coming to her decision to dismiss my civil rights claims. [www.freewillbill.com](http://www.freewillbill.com)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 29th day of September at Palo Alto, California.

Plaintiff

Dated: September 29, 2011



Plaintiff Joseph Ciampi in pro se

**EXHIBIT 924**

Hotmail - t.ciampi@hotmail.com - Windows Live - Windows Internet Explorer

http://by164w.bay164.mail.live.com/default.aspx#/mail/InboxLight.aspx?n=1205717706!n=770889886&st=from%3A%20me

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Google Search More >>

Hotmail - t.ciampi@hotmail.com - Windows Live

**[REDACTED]**

me 5/19/11  
 To: t.ciampi@hotmail.com, lioness@got.net  
 Reply

From: me (dhm\_at\_best\_dot\_com@yahoo.com)  
 Sent: Thu 5/19/11 2:58 PM  
 To: t.ciampi@hotmail.com  
 Cc: lioness@got.net

To: cianpi

This morning I forwarded Koh's ruling and your two opposition papers to a list of activists. Below is a reply apparently intended for you. Kate Wells works as an attorney in Santa Cruz.

d.

----- Forwarded Message -----  
**From:** Kate Wells <lioness@got.net>  
**To:** me <dhm\_at\_best\_dot\_com@yahoo.com>  
**Sent:** Thu, May 19, 2011 12:54:36 PM  
**Subject:** RE: homeless taser case - palo alto

This is a good example of Koh's pro law enforcement bias. From what I read, I believe you have a viable action for violation of your 4<sup>th</sup> amendment rights. I have 2 cases before her at the moment and she has been consistently hostile to my clients who have alleged violations of their constitutional rights. At a CMC in one of my cases she had the nerve to say: "What is this, another attorney's fees case?" In that case, my client was roughed up by the cops and falsely arrested and incarcerated - she obviously feels that he is not worthy of compensation for the violation of his rights. Not an auspicious start to her appointment to the bench  
 Kate Wells

State Bar of CA :: Kathleen Elizabeth Wells - Windows Internet Explorer

http://members.calbar.ca.gov/fal/Member/Detail/107051

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State Bar of CA :: Kathleen Elizabeth Wells

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## Kathleen Elizabeth Wells - #107051

### Current Status: Active

This member is active and may practice law in California.

See below for more details.

### Profile Information

*The following information is from the official records of The State Bar of California.*

**Bar Number:** 107051

**Address:**  
2600 Fresno St  
Santa Cruz, CA 95062  
Map it

**Phone Number:** (831) 479-4475

**Fax Number:** (831) 479-4476

**e-mail:** licness@got.net

**Undergraduate School:**  
Occidental Coll; Los Angeles CA

**Law School:**  
Monterey COL; Monterey CA

**County:** Santa Cruz  
**District:** District 5

**Sections:**  
None

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## Palo Alto Online News

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### Judge upholds Palo Alto sit-lie law

*Panhandler Victor Frost will have a jury trial on violations charges*

by Sue Dremann  
Palo Alto Online Staff

Photo



Palo Alto panhandler Victor Frost must stand trial for violating the city's sit-lie ordinance, Santa Clara County Superior Court Judge Lucy Koh has ruled in upholding the sit-lie ban.

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In a written ruling signed Feb. 26, Koh ruled against Frost on all of his claims: that his First Amendment rights had been violated; that the law was enforced in a discriminatory manner; and that the ordinance violated the state's equal-protection clause.

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Koh, who now presides in San Jose, was not present in court on Tuesday (March 2) for a pretrial hearing. Frost says he will continue to fight his citations. A four-day jury trial will begin April 19 in Palo Alto.

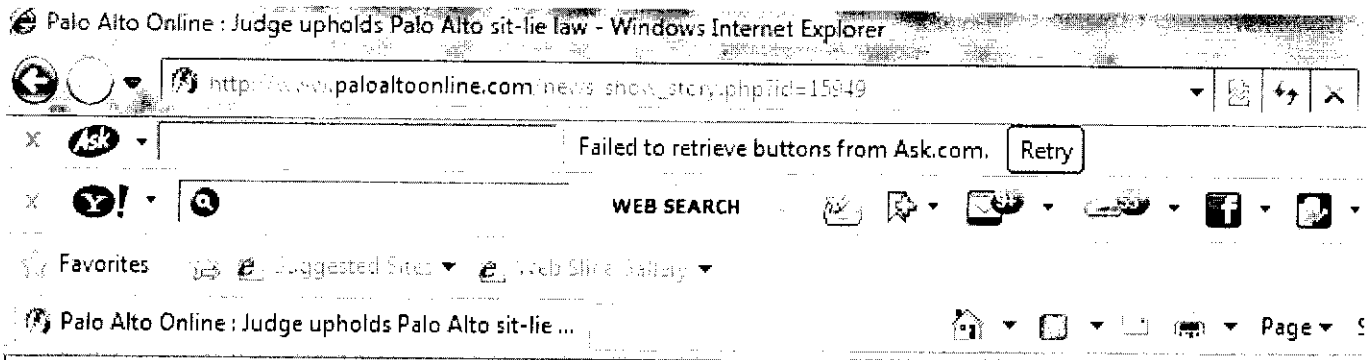
Frost is a regular fixture with his milk crate and signs in front of Whole Foods Market. He received 12 citations from city police for violating the sit-lie ordinance but Koh reduced the number to six in an earlier ruling.

Frost is allegedly the only person to have refused compliance with the ordinance. Many other persons have been warned and moved on, but Frost stayed put, the city claims.

The ordinance, which was first adopted in 1997 to cover University Avenue and expanded in 2007 to encompass the downtown area, seeks to prevent persons from obstructing the sidewalk in the downtown retail area between peak hours of 11 a.m. to 11 p.m.

The Palo Alto City Council found the area is unusually congested and individuals sitting or lying create a potential safety hazard and significant risk to the free flow of pedestrians.

But Frost provided the court with photographs of restaurants and patrons sitting at outdoor tables who were likewise violating the law and another sidewalk-encroachment ordinance. The city has admitted the law was not being applied by its code enforcement officers, but again took up enforcement when Frost complained.



Deputy Public Defenders Mark Dames and Meghan Piano, argued the uneven enforcement was proof of the city's discriminatory intent against homeless persons and that homelessness is a protected class under the First Amendment.

But Donald Larkin, assistant city attorney, argued the First Amendment challenge was not yet "ripe" because Frost had not yet been convicted or sentenced.

Koh's ruling denied the First Amendment challenge, based on previous state and federal decisions that a case is not ripe as an "applied challenge" if a defendant has not been convicted and sentenced.

Frost's attorneys claimed prosecutorial discrimination because he is homeless and treated to a different standard than wealthy persons.

Higher courts have ruled if criminal prosecution is deliberately based upon a standard such as race or a "discriminated" or "suspect" classification, the case must be dismissed.

But "classifications based on wealth are not suspect," Koh wrote, citing a federal case, *Kadrmas vs. Dickinson Public Schools*. And Frost's panhandling also does not support his First Amendment right to free expression, Koh wrote.

But Koh did note that affidavits regarding the city's lack of enforcement of its encroachment ordinance against business violators does constitute "some evidence of discriminatory effect."

"The mere showing" of a failure to prosecute, however, doesn't mean Frost's prosecution was prompted by intentional discrimination, she said, citing appellate decisions.

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"Even assuming the defendant has proven discriminatory effect, the defense's motion to dismiss for discriminatory prosecution must be denied for failure to prove discriminatory intent," she wrote.

Defense attorneys said the city ordinance violated the state's equal-protection clause, but Koh disagreed.

Frost's case is analogous to a City of Santa Ana ordinance that was supported by the California Supreme Court, she noted.

In the Santa Ana case the ordinance was against camping and storage of personal property in designated public areas. The court supported the law because it banned the use of public property for purposes for which it was not designated.

Likening the case to Frost's, Koh wrote, "Sitting or lying down is not the customary use of the public sidewalks. The declared purpose of the ordinance does not suggest that it is to be enforced solely against the homeless."

In their declarations to the court, Palo Alto Police Lt. Sandra Brown and Sgt. Natasha Powers said they had given many warnings to violators who were not homeless. Powers said she had given 50 warnings and Brown's included businesses, their patrons, high school and college students, nonprofit solicitors and a group of people performing yoga exercises. All complied and were not given citations, they said.

Frost said he is not giving up.

"My main complaint is I'm being fined for myself and the rest of the panhandlers," he said.



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Frost said he is not giving up.

"My main complaint is I'm being fined for myself and the rest of the panhandlers," he said.

Assistant City Attorney Donald Larkin said Frost has a right to a jury trial.

"I'm pleased with Judge Koh's ruling. Overall, she listened to the argument we made and she gave Victor a fair shot. I think it was a good ruling," he said.

He said the First Amendment argument could resurface following Frost's trial.

The city could look at changing some aspects of the encroachment ordinance to the advantage of businesses, he said. Currently, the ordinance requires an 8-foot sidewalk clearance for push carts to pass through. The city doesn't issue push-cart permits anymore, so there could be an allowance for lesser clearance, he said.

Koh's ruling comes as San Francisco wrestles with a contentious sit-lie proposal. Mayor Gavin Newsom is proposing two ordinances to reduce harassment of pedestrians and merchants by so-called street-persons -- a citywide ban and a ban along some retail areas. Similar ordinances are in effect in other cities, including Santa Cruz, Seattle, Wash., and Austin, Texas.

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**EXHIBIT 925**

[REDACTED]

From: Tony Ciampi  
To: donald.larkin@cityofpaloalto.org

9/21/11  
Reply

From: **Tony Ciampi** (t.ciampi@hotmail.com)  
Sent: Wed 9/21/11 12:22 AM  
To: donald.larkin@cityofpaloalto.org

4 attachments (total 718.0 KB)

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Don,

You know I just can't get over the fact that you with the help of Judge Koh are essentially stealing my claims that I have against Andrew Hinz, Taser International, Warren Page and Kustom Signals.

Officer Burger shot me in the face with his taser gun without warning while my hands were in the air next to my head, while I was not resisting or fleeing. He then proceeded to unnecessarily torture me with electricity.

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Hotmail - t.ciampi@hotmail.com - Windows Live

[REDACTED]

Instead of being arrested for using excessive force with a taser gun likely to cause great bodily harm, you and the PAPD destroyed the real videos and provided fabricated videos to the court in order to cover up what Burger did and then to falsely and wrongfully incriminate me of a crime. You tried to put me in prison using falsified videos. Mr. Sherman seems to actually enjoy what the PAPD did to me out of some sadistic character trait.

On the contrary, whenever I see you, that guilty and shameful look comes across your face and eyes.

You claim that the videos have not been tampered with, well then, provide me with the three exact scenes from Temores' MAV video that correspond to the three scenes from the taser videos attached to this email.

If you don't do it, that tells me that you know the videos have been falsified and that Warren Page and Andrew Hinz covered up this fact.

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[REDACTED]

I could probably win a seven figure judgment against Kustom and Taser in a lawsuit. I could probably settle with them in the low six figure range.

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I want to settle and move on but as far as signing away my claims against Page and Hinz "as-is", I'm going to have to think about it some more for I DID NOT settle those claims on August 9 and I am being coerced to add those claims to the agreement.



I doubt that you would do it, but since I did not have an opportunity to actually engage Hinz and Page in settlement talks, I would seriously consider signing your version of the settlement agreement if you added my two new claims to the settlement amount in exchange for dropping my claims against Hinz and Page specifically and all other Non-Parties as well. You wouldn't have to go to council to get approval.

Tony

**EXHIBIT 926**

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Inbox

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Back to messages

2 messages 0 unread Show all

Larkin, Donald  
To Tony Ciampi

9/26/11  
Reply

From: **Larkin, Donald** (Donald.Larkin@CityofPaloAlto.org)  
Sent: Mon 9/26/11 3:03 PM  
To: Tony Ciampi (t.ciampi@hotmail.com)

Tony,

You agreed to a "full and complete" dismissal and a general release. The terms that you have proposed do not accomplish that, so I am unable to accept them as stated. If you wish to sign the City's proposed settlement agreement, I would be happy to provide you with the check at any time during normal business hours.

Regards,

Donald Larkin  
Assistant City Attorney  
City of Palo Alto  
(650) 329-2171  
[donald.larkin@cityofpaloalto.org](mailto:donald.larkin@cityofpaloalto.org)

[REDACTED]

Tony Ciampi 9/26/11  
To: donald.larkin@cityofpaloalto.org, molly.stump@cityofpaloalto.org Reply

1 attachment (32.8 KB) Hotmail Active View

927 revis...pdf  
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Don, I don't understand,

the very first two sentences of the agreement state: *"This Settlement Agreement and General Release ("AGREEMENT") is entered into by and between the City of Palo Alto ("CITY") and Joseph Ciampi ("CLAMPI")."*  
and parag. 3 of recitals states: *"CLAMPI and CITY desire to fully and completely compromise and settle any and all disputes between them,"*  
and parag. 6 of agreement state: *"CLAMPI and CITY agree, as stated at the August 9, 2011 hearing. "This is it. Everything ends today, arising out of this incident. Nobody can do anything to anybody anymore." CT p. 5, 9-10."*

That's all your language. The agreement is a full and complete dismissal and general release between the City and myself exactly what was settled on August 9, 2011. So why won't you sign and execute the agreement?

Tony Ciampi  
650-248-1634

[REDACTED]

**EXHIBIT 927**



**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release ("AGREEMENT") is entered into by and between the City of Palo Alto ("CITY") and Joseph Ciampi ("CIAMPI").

**RECITALS**

1. CIAMPI commenced a civil action against the City of Palo Alto and others (collectively "CITY") in the United States District Court, Northern District, Case No. C09-02655 LHK (PSGx) seeking to recover damages for state torts, constitutional violations, wrongful prosecution, physical and psychological damages, attorney fees and other damages allegedly sustained as the result of, arising out of or relating to an incident that occurred on March 15, 2008 (the "INCIDENT").
2. In order to avoid the costs, risks, and uncertainties of litigation, the parties to the above-referenced litigation now desire to settle and compromise all claims, including any and all liens, through this Settlement Agreement and General Release.
3. CIAMPI and CITY desire to fully and completely compromise and settle any and all disputes between them, including any and all issues and claims that have, could or should have been raised in the lawsuit, as well any other lawsuits or claims that arise from or relate to the March 15, 2008 INCIDENT.

**AGREEMENT**

NOW THEREFORE, the parties agree as follows:

1. **Payment to CIAMPI.** CITY shall pay to plaintiff the sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000). FIFTEEN THOUSAND DOLLARS AND 00/100, (\$15,000) shall be paid by negotiable check payable to Joseph Ciampi immediately upon execution of this agreement by CIAMPI. CITY shall cause an additional TWENTY THOUSAND DOLLARS AND 00/100 (\$20,000) to be held in an interest bearing account pending the outcome of a fee arbitration between CIAMPI and his prior counsel, David Beauvais. (see Transcript of Proceedings, August 9, 2011 ("CT") p. 3, 4-5 and Notice of Lien filed by David Beauvais on November 9, 2009). Should David Beauvais fail to file a request for Arbitration with the Alameda County Bar Association within 30 days of execution of this agreement it shall be declared a failure on the part of David Beauvais to enforce the contractual lien between David Beauvais and CIAMPI and as a result the \$20,000.00 shall be dispersed to CIAMPI within one day of CIAMPI filing notice with the CITY that David Beauvais failed to enforce the contractual lien. Should David Beauvais and CIAMPI come to terms on their own, CITY shall disperse the \$20,000.00 to David Beauvais and CIAMPI immediately upon

1927-2

receiving a stipulation from and signed by both David Beauvais and CIAMPI delineating how the \$20,000.00 shall be dispersed.

**2. Fees and Costs.** Each party will bear their own attorneys' fees and costs. CT p. 3, 11-12.

**3. Waiver of Civil Code Section 1542.** CIAMPI understands that Civil Code of State of California Section 1542 provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in their favor at the time of executing the release, which, if known by them, must have materially affected their settlement with the debtor"

and that he is expressly waiving his rights under the aforesaid statute. Further, any rights under any similar law of any state or territory of the United States are hereby expressly waived. CT p.3, 12-13.

**4. Non-Admission of Liability.** There is no admission of fault, liability or wrongdoing by any party. Nothing in this AGREEMENT shall constitute precedent or evidence in any other proceeding, with the exception that this AGREEMENT shall be admissible evidence in any proceeding to enforce the terms hereof. CT p. 3, 13-14.

**5. Dismissal.** Promptly upon receipt of the sum agreed herein as consideration for this compromise and release and execution of this settlement agreement, the parties shall dismiss with prejudice any and all litigation or claims which may be filed against each other as a result of, related to or arising out of the incident. The parties will take all steps necessary, including the preparation and filing of any documents required, to effect these dismissals. CT p. 3, 12-13; 4, 14-25.

**6. Release.** All claims, actions, causes of action and demands of any kind or nature that have accrued as of August 9, 2011, arising out of the INCIDENT are released and discharged. CT p. 5, 9-10. CIAMPI and CITY agree, as stated at the August 9, 2011 hearing, "This is it. Everything ends today, arising out of this incident. Nobody can do anything to anybody anymore." CT p. 5, 9-10.

The term "nobody" is understood to mean "no person" including and limited to CIAMPI, CITY and individual defendants named in case C09-02655 and any and all employees of the CITY whom the CITY is liable for who could have been named as defendants in Case No. C09-02655 or named in any litigation that could arise out of the March 15, 2008 incident.

The term "anything" is understood to mean "a thing of any kind" including but not limited to any and all causes of action or claims of whatever character and all matters alleged and which could or would have been alleged that the CITY and the CITY'S employees would be responsible and liable for during the pendency of the action entitled

United States District Court, Northern District, State of California, and assigned Case No. C09-02655 LHK (PSGx) entitled,

JOSEPH CIAMPI,

Plaintiff,

v. CITY OF PALO ALTO, a government entity;

LYNNE JOHNSON, an individual; CHIEF DENNIS BURNS, an individual; OFFICER

KELLY BURGER, an individual; OFFICER MANUEL TEMORES, an individual;

OFFICER APRIL WAGNER, an individual; AGENT DAN RYAN; SERGEANT

NATASHA POWERS, individual,

Defendants,

and any and all claims or liability, whether asserted or not, relating to or arising out of the INCIDENT which the CITY and the CITY'S employees would be responsible and liable for.

The term "anybody" is understood to mean "any person" including and limited to CIAMPI, CITY and individual defendants named in Case No. C09-02655 and any and all employees of the CITY whom the CITY is liable for who could have been named as defendants in Case No. C09-02655 or named in any litigation that could arise out of the March 15, 2008 incident.

7. **Entire Agreement.** The terms and conditions of this AGREEMENT shall constitute the entire agreement in compromise and settlement of the lawsuit as to CITY, as well as any and all other claims and matters that could have or should have asserted against CITY and its employees that the CITY would be liable for as of the date of entering into the agreement on August 9, 2011.

APPROVED AS TO FORM AND CONTENT:

CITY OF PALO ALTO

By: \_\_\_\_\_

MOLLY S. STUMP

City Attorney

Dated: \_\_\_\_\_, 2011


By: \_\_\_\_\_

JAMES KEENE

City Manager

Dated: \_\_\_\_\_, 2011

APPROVED AS TO FORM AND CONTENT:

By: 

Joseph Anthony Ciampi

Plaintiff

Dated: 9/26, 2011

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**EXHIBIT 928**

The August 9, 2011 agreement placed on the record and bound to by Defendants and Plaintiff states:

**MR. CIAMPI:** "Joseph Ciampi in pro se"  
**MR. SHERMAN:** "Steven Sherman on behalf of the Palo Alto defendants, Officer Temores, Officer Burger, Officer Wagner, and the City."

**THE COURT:** "The defendants will be paying the plaintiff the sum \$35,000."

From August 15, 2011 through September 30, 2011 Defendants, attorneys for Defs. have persisted in inserting the following language and NON-Defendants and Non Parties into the written settlement agreement that are not found anywhere in the agreement which Defendants bound themselves to on August 9, 2011

**MR. CIAMPI:** "Joseph Ciampi in pro se"  
**MR. SHERMAN:** "Steven Sherman on behalf of the Palo Alto defendants, Officer Temores, Officer Burger, Officer Wagner, the CITY and its, (the City's), past and present agents, servants, employees, directors, contractors, representatives, Warren Page, Kustom Signals, Andrew Hinz, Taser International and Michael Gennaco.

August 9, 2011

September 30, 2011

It is clearly evident that the City, Mr. Larkin and Mr. Sherman are intentionally being deceptive by using the generic terms of past and present agents, servants, employees, directors, contractors, representatives for if they were honest in what they truly want to include the settlement agreement they would state and add Warren Page, Kustom Signals, Andrew Hinz, Taser International and Michael Gennaco to the written agreement since they are the "contractors" that they want to include in the Settlement Agreement. The reason why Mr. Larkin and Mr. Sherman do not specifically identify Warren Page, Kustom Signals, Andrew Hinz, Taser International and Michael Gennaco in the written settlement agreement is because they are intentionally and knowingly being deceptive with the intent of deceiving Plaintiff into waiving his rights against Warren Page, Kustom Signals, Andrew Hinz, Taser International and Michael Gennaco in the fraudulent written settlement agreement even though Plaintiff DID NOT waive any rights regarding Warren Page, Kustom Signals, Andrew Hinz, Taser International and Michael Gennaco. when Plt. bound himself to settle with the Defendants on August 9, 2011.

**PROOF OF SERVICE**

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STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

I, Joseph Ciampi, live in the aforesaid County, State of California; I am over the age of 18 years. My address is: P.O. Box 1681 Palo Alto, CA 94302.

On September 29, 2011 I served **PLAINTIFF'S RESPONSE TO DEFENDANTS' OPPOSITION TO MOTION TO ENFORCE THE SETTLEMENT AGREEMENT AND A SECOND MOTION FOR SANCTIONS AGAINST DEFENDANTS AND THEIR ATTORNEYS** on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope/package, addressed as follows:

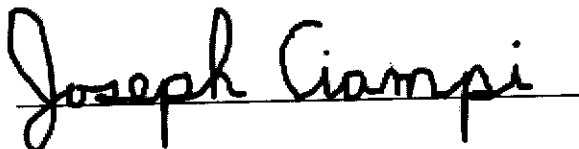
Steven A. Sherman, Esq. Bar No. 113621  
FERGUSAN, PRAET & SHERMAN  
A Professional Corporation  
1631 East 18<sup>th</sup> Street  
Santa Ana, California 92705-7101  
(714) 953-5300 Telephone  
(714) 953-1143 Facsimile  
Ssherman@law4cops.com

Attorney for Defendants

I placed such envelope/package for deposit, sealed, with postage thereon fully paid and the correspondence to be deposited in the United States mail at Palo Alto, California on the same day.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 29, 2011, at Palo Alto, California.



Plaintiff JOSEPH CIAMPI in pro se