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Attorneys for Defendant
AWEBER SYSTEMS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO, CENTRAL DIVISION

GEORGE SHARP,

Plaintiff,

vs.

STOCKTIPS.COM, AMERADA CORP.,
LALUNA SERVICES, INC., TELUPAY
INTERNATIONAL, INC., ECRYPT
TECHNOLOGIES, INC., ALKAME
HOLDINGS, INC., WELL POWER, INC.,
TIGER OIL AND ENERGY, INC., COASTAL
INTEGRATED SERVICES, INC., EMPIRE
STOCK TRANSFER, INC., QUICKSILVER
STOCK TRANSFER, INC., ROBERT
BANDFIELD, AWEBER SYSTEMS, INC.
ADRIAN HERMAN THOMAS, HAROLD
GEWERTER and DOES 8 through 500,
inclusive,

Defendants.

Case No. 37-2015-0008210-CU-NP

**DEFENDANT AWEBER SYSTEMS,
INC.'S DEMURRER TO GEORGE
SHARP'S FIRST AMENDED
COMPLAINT**

Date: October 7, 2016
Time: 1:30 p.m.
Judge: Timothy Taylor
Dept.: 72
Complaint filed: March 11, 2015
Trial Date: Not Assigned

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CIVIL BUSINESS OFFICE 9
CENTRAL DIVISION
2016 AUG -9 P 3 05
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA
AUG 9 '16 PM 1:46
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1 **TO EACH PARTY AND THEIR COUNSEL OF RECORD:**

2 Defendant AWEBER SYSTEMS, INC. ("AWeber") demurs to George Sharp's Complaint
3 for violations of California Restrictions on Unsolicited Commercial E-mail Advertisers, pursuant
4 to Cal. Bus. & Prof. Code § 17529.5, on the grounds it fails to state facts sufficient to constitute a
5 cause of action pursuant to California Code of Civil Procedure Section 430.10(e). Namely, under
6 the facts alleged, AWeber is immune from liability under the Communications Decency Act (47
7 U.S.C. § 230) and under Cal. Bus. and Prof. Code Section 17529.5(b)(1)(D) and several of Mr.
8 Sharp's emails are barred by the one year statute of limitations.

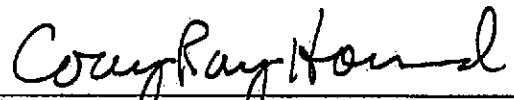
9 **WHEREFORE**, Defendant AWeber prays as follows:

- 10 a. The demurrer be sustained without leave to amend; and
11 b. For other such relief as the Court deems just and proper.

12
13
14 Dated: August 9, 2016

Respectfully submitted,

MORGAN, LEWIS & BOCKIUS LLP

15
16
17 By 

18 Christopher J. Banks
19 Corey R. Houmand
20 Jacob J.O. Minne

21 Attorneys for Defendant
22 AWEBER SYSTEMS, INC.
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Attorneys for Defendant
AWEBER SYSTEMS, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO, CENTRAL DIVISION**

GEORGE SHARP,

Plaintiff,

vs.

STOCKTIPS.COM, AMERADA CORP.,
LALUNA SERVICES, INC., TELUPAY
INTERNATIONAL, INC., ECRYPT
TECHNOLOGIES, INC., ALKAME
HOLDINGS, INC., WELL POWER, INC.,
TIGER OIL AND ENERGY, INC., COASTAL
INTEGRATED SERVICES, INC., EMPIRE
STOCK TRANSFER, INC., QUICKSILVER
STOCK TRANSFER, INC., ROBERT
BANDFIELD, AWEBER SYSTEMS, INC.
ADRIAN HERMAN THOMAS, HAROLD
GEWERTER and DOES 8 through 500,
inclusive,

Defendants.

Case No. 37-2015-0008210-CU-NP

**DEFENDANT AWEBER SYSTEMS,
INC.'S MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF ITS
DEMURRER TO GEORGE SHARP'S
FIRST AMENDED COMPLAINT**

Date: October 7, 2016
Time: 1:30 p.m.
Judge: Timothy Taylor
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MEMORANDUM OF POINTS AND AUTHORITIES

Defendant AWeber Systems, Inc. (“AWeber”) respectfully submits this memorandum of points and authorities to support its demurrer to Plaintiff George Sharp’s (“Mr. Sharp”) First Amended Complaint (“FAC” or “Complaint”).

I. INTRODUCTION

Mr. Sharp’s Complaint is fundamentally flawed in that it seeks to hold AWeber, an email distribution platform, liable for sending emails written by the other Defendants in this case. If such a claim had merit, the Internet as we know it would not exist today, as Facebook, Google, Twitter and every online company that publishes user generated content would be compelled to censor every action by its users or otherwise be held accountable.

This is not the law. Section 230 of the Communications Decency Act (47 U.S.C. § 230) immunized companies from liability for the alleged misdeeds of those who use their systems. Because AWeber fits squarely within the protections of Section 230, the federal statute preempts Mr. Sharp’s claim. Moreover, Mr. Sharp’s Complaint also fails to establish a claim under Cal. Bus. & Prof. Code § 17529.5. This statute likewise provides a safe harbor for email service providers that are only involved in the routine transmission of the e-mail advertisement over their computer networks—exactly the actions that Mr. Sharp alleges here against AWeber. Cal. Bus. & Prof. Code § 17529.5(b)(1)(D).

Finally, forty-eight of the seventy-two emails upon which Mr. Sharp bases his Complaint are barred by the one year statute of limitations under Cal. Bus. & Prof. Code § 17529.5. See Cal. Civ. Proc. Code. § 340(e). Mr. Sharp alleges he received these forty-eight emails between December 2013 and January 2014, yet he filed his original complaint over one year later in March 2015. Because each of these defects is fundamental to the Complaint, AWeber’s demurrer should be sustained without leave to amend.

II. FACTUAL ALLEGATIONS

Mr. Sharp alleges that he is an anti-penny stock crusader who prosecutes civil actions against penny stock fraud. FAC ¶ 1. Mr. Sharp further alleges that AWeber is a cloud based email and social medial marketing provider that disseminates customer created emails at the

1 behest of its clients. *Id.* ¶ 10. The other Defendants are companies that allegedly are or service
2 penny stocks. *See generally, id.* ¶¶ 5–18.

3 Mr. Sharp alleges that AWeber and the other Defendants “participated and/or conspired in
4 a scheme to disseminate spam emails” which “contained false and misleading information” used
5 to inflate the price of Defendants Tiger’s and Coastal’s penny stocks. *Id.* ¶ 15. As alleged,
6 Defendants Tiger, Coastal, Gewerter, Bandfield, Empire and Quicksilver paid Defendant Thomas
7 to create newsletters under the guise of Stock Tips, and these misleading communications were
8 allegedly disseminated using AWeber’s email services. *Id.* ¶ 36.

9 **III. GENERAL AUTHORITY**

10 A party may, by way of demurrer, object to a complaint as a whole or to any causes of
11 actions stated therein. Cal. Civ. Proc. Code § 430.50. A demurrer is proper when the complaint
12 does not state facts sufficient to constitute a cause of action. Cal. Civ. Proc. Code § 430.10(e).
13 Although all properly pled material facts are deemed true for the purposes of a demurrer, any
14 contentions, deductions, and legal or factual conclusions are not considered. *Blank v. Kirwan*, 39
15 Cal.3d 311, 318, 703 P.2d 58, 61 (1985). Additionally, when a demurrer is sustained, the party
16 seeking to amend the complaint has the burden to demonstrate it can be cured. *See Cooper v.*
17 *Leslie Salt*, 70 Cal.2d 627, 636, 70 P.2d 406, 412 (1969).

18 **IV. ARGUMENT**

19 Mr. Sharp’s Complaint fails to state a cause of action against AWeber. Even assuming
20 that AWeber disseminated the emails in question, AWeber is immune from liability under Section
21 230 of the Communications Decency Act (“CDA”). Further, the California statute under which
22 Mr. Sharp brings his claim provides an express safe harbor for email service providers that are
23 only involved in the routine transmission of e-mails over their computer networks. Cal. Bus. &
24 Prof. Code § 17529.5(b)(1)(D). Mr. Sharp has failed to allege any facts contrary to this safe
25 harbor provision.

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1 A. The Demurrer Should Be Sustained Because AWeber is an Internet Service
2 Provider Immune From Civil Liability Under Section 230 of the CDA.

3 Under Section 230 of the CDA “[n]o provider or user of an interactive computer service
4 shall be treated as the publisher or speaker of any information provided by another information
5 content provider.” 47 U.S.C. § 230(c). The CDA expressly preempts conflicting state laws,
6 providing “[n]o cause of action may be brought and no liability may be imposed under any State
7 or local law that is inconsistent with this section.” 47 U.S.C. § 230(e)(3). In determining
8 immunity under the CDA, courts apply a three element test, asking if “(1) Defendant is a
9 ‘provider or user of an interactive computer service;’ (2) the information for which Plaintiff seeks
10 to hold Defendant liable is ‘information provided by another information content provider;’ and
11 (3) Plaintiff’s claim seeks to hold Defendant liable as the ‘publisher or speaker’ of that
12 information.” *Sikhs for Justice “SFJ,” Inc. v. Facebook, Inc.*, 144 F. Supp. 3d 1088, 1092–93
13 (N.D. Cal. 2015). Under the facts alleged in the FAC, AWeber is shielded from liability under
14 the CDA.

15 First, AWeber is a provider of an “interactive computer service.” This CDA defines this
16 term in § 230(f)(2) as “any information service, system, or access software provider that provides
17 or enables computer access by multiple users to a computer server.” This is a broad definition
18 and “services providing access to the Internet as a whole are only a subset of the services to
19 which the statutory immunity applies.” *Batzel v. Smith*, 333 F.3d 1018, 1030 (9th Cir. 2003). As
20 Mr. Sharp explains in his Complaint, AWeber is an information service, including a computer
21 server, accessed by many users, such as Defendant Thomas. *See* FAC ¶ 10 (AWeber “manages
22 email lists for its clients and disseminates customer created emails . . . at the behest of its
23 clients.”); ¶ 36 (“Defendant THOMAS, deliberately and for his own benefit, uploaded a list of
24 email addresses to his account at Defendant AWEBER”); ¶ 37 (AWeber “enabled the
25 dissemination of . . . emails”) (emphasis added). Further, “the language of § 230(c)(1) confers
26 immunity not just on ‘providers’ of such services, but also on ‘users’ of such services.” *Batzel*,
27 333 F.3d at 1030.

28

1 *Second*, the information for which Mr. Sharp seeks to hold AWeber liable is “information
2 provided by another information content provider.” This is admitted in Mr. Sharp’s Complaint,
3 because it states that AWeber “manages email lists for its clients and disseminates **customer**
4 **created emails** . . . at the behest of its clients.” FAC ¶ 10 (emphasis added). The Complaint
5 continues that “THOMAS [not AWeber] constructed newsletters under the guise of the alter egos
6 ‘Stock Tips’ and ‘Mike Statler’ promoting the stocks of TIGER and COASTAL” that now form
7 the basis for the Complaint. *Id.* ¶ 36. There are no allegations in the FAC that AWeber ever
8 participated in or contributed to the content of the emails it allegedly disseminated.

9 *Third*, Mr. Sharp’s claim seeks to hold the AWeber liable as “the publisher or speaker” of
10 that information. Our Supreme Court has explained that the language of Section 230 “broadly
11 shield[s] all providers from liability for ‘publishing’ information received from third parties.”
12 *Barrett v. Rosenthal*, 40 Cal. 4th 33, 53, 146 P.3d 510, 522 (2006). Here, the allegedly unlawful
13 conduct is “the dissemination of emails.” FAC ¶ 37. Such acts fit squarely within the immunity
14 provided by Section 230, which “does not permit Internet service providers or users to be sued as
15 ‘distributors.’” *Id.* at 63.

16 Other courts have reached similar results, shielding email and similar service providers
17 from liability. *Batzel*, 33 F.3d at 1018 (Email listserv protected from liability under the CDA for
18 allegedly defamatory emails); *Gentry v. eBay, Inc.*, 99 Cal. App. 4th 816, 121 Cal. Rptr. 2d 703
19 (2002) (Finding eBay immune from liability for false statements by its users distributed through
20 its platform); *Choyce v. SF Bay Area Independent Media Center*, Case No. 13–CV–01842–JST,
21 2013 WL 6234628 at *9 (N.D. Cal. Dec. 2 2013) (Internet hosting provider that allegedly
22 “sponsor[ed] and operate[d]” a website found immune under Section 230); *Lancaster v. Alphabet*
23 *Inc.*, Case No. 15-cv-05299, 2016 WL 3648608, at *2–3 (N.D. Cal. July 8, 2016) (dismissing
24 complaint because Section 230 immunity applied based on Google and YouTube’s removal of
25 plaintiff’s videos). Overall, immunity for AWeber against the actions of its users fits squarely
26 with the CDA and its policy “to preserve the vibrant and competitive free market that presently
27 exists for the Internet and other interactive computer services, unfettered by Federal or State
28 regulation.” 47 U.S.C. § 230(b)(2).

1 This immunity is also consistent with Cal Bus & Prof Code § 17529.5, the statute under
2 which Mr. Sharp brings his cause of action. Under the state statute, “there shall not be a cause of
3 action under this section against an electronic mail service provider that is only involved in the
4 routine transmission of the e-mail advertisement over its computer network.” Cal. Bus & Prof.
5 Code § 17529.5(b)(1)(D). Here, because the facts alleged show that AWeber has done nothing
6 more than transmit the emails drafted by other defendants, no cause of action can be maintained
7 upon these allegations, and AWeber’s demurrer should be sustained.

8 **B. Mr. Sharp’s Allegations Are Barred By the Statute of Limitations.**

9 Mr. Sharp alleges that he received forty-eight emails from December 2013 to January
10 2014. FAC ¶ 29. The statute of limitations for him to bring an action under Cal. Bus & Prof.
11 Code § 17529.5 for these emails was one year. Cal. Code Civ. Proc. § 340(a); *See also Asis*
12 *Internet Services v. Consumerbargainingiveaways, LLC*, 622 F. Supp. 2d 935, 944 (N.D. Cal.
13 2009). Sharp filed his initial complaint in March 2015, so his action is barred as to these emails.

14 **C. No Leave to Amend Should Be Granted.**

15 No leave to amend should be granted here. The Complaint fails not for what it does not
16 say, but because the facts alleged—that AWeber provides an interactive computer service and
17 that it would be held liable for content created by another—places it squarely within the zone of
18 statutory immunity. 47 U.S.C. § 230(c)(2); *see also id.* § 230(e)(2) (“No cause of action may be
19 brought ... under any State or local law that is inconsistent with this section”). An amended
20 pleading cannot run away from these facts, which grant immunity to AWeber under the Federal
21 statute. *See Owens v. Kings Supermarket*, 198 Cal. App. 3d 379, 384, 243 Cal. Rptr. 627, 630
22 (Ct. App. 1988) (“the policy against sham pleading permits the court to take judicial notice of the
23 prior pleadings and requires that the pleader explain the inconsistency. If he fails to do so the
24 court may disregard the inconsistent allegations and read into the amended complaint the
25 allegations of the superseded complaint.”) Having been established that AWeber is immune, Mr.
26 Sharp should not be allowed to once again bring a cause of action preempted by the CDA.

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V. CONCLUSION

This demurrer should be sustained because 47 U.S.C. § 230 immunizes Defendant AWeber for the alleged violations. AWeber is an internet computer service provider that is not responsible, in whole or in part, for the creation or development of the content in question. Accordingly, AWeber's demurrer should be sustained without leave to amend.

Dated: August 9, 2016

Respectfully submitted,

MORGAN, LEWIS & BOCKIUS LLP

By Corey R. Houmand
Christopher J. Banks
Corey R. Houmand
Jacob J.O. Minne

Attorneys for Defendant
AWEBER SYSTEMS, INC.

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Attorneys for Defendant
AWEBER SYSTEMS, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO, CENTRAL DIVISION**

GEORGE SHARP,

Plaintiff,

vs.

STOCKTIPS.COM, AMERADA CORP.,
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STOCK TRANSFER, INC., ROBERT
BANDFIELD, AWEBER SYSTEMS, INC.
ADRIAN HERMAN THOMAS, HAROLD
GEWERTER and DOES 8 through 500,
inclusive,

Defendants.

Case No. 37-2015-0008210-CU-NP

**DECLARATION PURSUANT TO
CCP 430.41 (a)(3) OF COREY R.
HOUMAND IN SUPPORT OF
DEFENDANT AWEBER SYSTEMS,
INC.'S DEMURRER TO GEORGE
SHARP'S FIRST AMENDED
COMPLAINT**

Date: October 7, 2016
Time: 1:30 p.m.
Judge: Timothy Taylor
Dept.: 72
Complaint filed: March 11, 2015
Trial Date: Not Assigned

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CENTRAL DIVISION

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I, Corey R. Houmand, declare as follows:

1. I have personal knowledge of the facts stated in this Declaration and could testify competently to them if asked to do so.

2. I submit this Declaration to support Defendant AWeber Systems, Inc. ("AWeber") Demurrer to Plaintiff George Sharp's ("Mr. Sharp") First Amended Complaint ("FAC" or "Complaint").

3. On the morning of August 5, 2016, I telephoned Plaintiff George Sharp to discuss the substance of Defendant AWeber's demurrer. During the telephone call, I explained that AWeber intended to file a demurrer to Mr. Sharp's First Amended Complaint on the grounds that AWeber is immune from liability under the Communications Decency Act (47 U.S.C. § 230) and under Cal. Bus. and Prof. Code Section § 17529.5(b)(1)(D) and that several of Mr. Sharp's emails are barred by the one year statute of limitations. At the conclusion of the call, we had not reached an agreement resolving these objections that are the subject of AWeber's demurrer.

Dated: August 9, 2016

Respectfully submitted,

MORGAN, LEWIS & BOCKIUS LLP

By Corey R. Houmand
Corey R. Houmand
Attorney for Defendant
AWEBER SYSTEMS, INC.

DB2/ 30492144.1

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POS-030

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CENTRAL DIVISION

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SAN DIEGO COUNTY, CA

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
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TELEPHONE NO.: +1.650.843.4000 FAX NO. (Optional): +1.650.843.4001
 E-MAIL ADDRESS (Optional): choumand@morganlewis.com
 ATTORNEY FOR (Name): AWeber Systems, Inc.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
 STREET ADDRESS: 330 West Broadway, San Diego, CA 92101
 MAILING ADDRESS: 330 West Broadway, San Diego, CA 92101
 CITY AND ZIP CODE: San Diego, CA 92101
 BRANCH NAME: Central

PETITIONER/PLAINTIFF: George Sharp

RESPONDENT/DEFENDANT: StockTips.com, et al.

PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

CASE NUMBER:
37-2015-00008210-CU-NP-CTL

(Do not use this Proof of Service to show service of a Summons and Complaint.)

- I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.
- My residence or business address is:
Morgan, Lewis & Bockius LLP
1400 Page Mill Road, Palo Alto, CA 94304
- On (date): August 9, 2016 I mailed from (city and state): Palo Alto, CA the following **documents** (specify):

The documents are listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)).

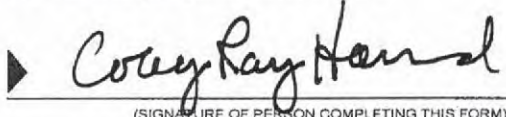
- I served the documents by enclosing them in an envelope and (check one):
 - depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - placing** the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
- The envelope was addressed and mailed as follows:
 - Name** of person served:
 - Address** of person served:

The name and address of each person to whom I mailed the documents is listed in the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (POS-030(P)).

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

Date: August 9, 2016

Corey R. Houmand
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)


(SIGNATURE OF PERSON COMPLETING THIS FORM)

FAXED

INFORMATION SHEET FOR PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL

(This information sheet is not part of the Proof of Service and does not need to be copied, served, or filed.)

NOTE: This form should not be used for proof of service of a summons and complaint. For that purpose, use *Proof of Service of Summons* (form POS-010).

Use these instructions to complete the *Proof of Service by First-Class Mail—Civil* (form POS-030).

A person over 18 years of age must serve the documents. There are two main ways to serve documents: (1) by personal delivery and (2) by mail. Certain documents must be personally served. You must determine whether personal service is required for a document. Use the *Proof of Personal Service—Civil* (form POS-020) if the documents were personally served.

The person who served the documents by mail must complete a proof of service form for the documents served. You cannot serve documents if you are a party to the action.

INSTRUCTIONS FOR THE PERSON WHO SERVED THE DOCUMENTS

The proof of service should be printed or typed. If you have Internet access, a fillable version of the Proof of Service form is available at www.courtinfo.ca.gov/forms.

Complete the top section of the proof of service form as follows:

First box, left side: In this box print the name, address, and telephone number of the person for whom you served the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. The address for the court should be the same as on the documents that you served.

Third box, left side: Print the names of the Petitioner/Plaintiff and Respondent/Defendant in this box. Use the same names as are on the documents that you served.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. The case number should be the same as the case number on the documents that you served.

Complete items 1–5 as follows:

1. You are stating that you are over the age of 18 and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. Provide the date and place of the mailing and list the name of each document that you mailed. If you need more space to list the documents, check the box in item 3, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Documents Served)* (form POS-030(D)), and attach it to form POS-030.
4. For item 4:
 - Check box a if you personally put the documents in the regular U.S. mail.
 - Check box b if you put the documents in the mail at your place of business.
5. Provide the name and address of each person to whom you mailed the documents. If you mailed the documents to more than one person, check the box in item 5, complete the *Attachment to Proof of Service by First-Class Mail—Civil (Persons Served)* (form POS-030(P)), and attach it to form POS-030.

At the bottom, fill in the date on which you signed the form, print your name, and sign the form. By signing, you are stating under penalty of perjury that all the information you have provided on form POS-030 is true and correct.

SHORT TITLE: George Sharp v StockTips.com, et al.	CASE NUMBER: 37-2015-00008210-CU-NP-CTL
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ATTACHMENT TO PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL (DOCUMENTS SERVED)

(This Attachment Is for use with form POS-030)

The documents that were personally served by first-class mail are as follows *(describe each document specifically)*:

Defendant AWeber Systems, Inc.'s Demurrer to George Sharp's First Amended Complaint
Defendant AWeber Systems, Inc.'s Memorandum of Points and Authorities in Support of Its Demurrer to George Sharp's First Amended Complaint
Declaration Pursuant to CCP 430.41 (a)(3) of Corey R. Houmand in Support of Defendant AWeber Systems, Inc.'s Demurrer to George Sharp's First Amended Complaint
[Proposed] Order Granting Defendant AWeber Systems, Inc.'s Demurrer to George Sharp's First Amended Complaint

SHORT TITLE: George Sharp v StockTips.com, et al.	CASE NUMBER: 37-2015-00008210-CU-NP-CTL
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ATTACHMENT TO PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL (PERSONS SERVED)

(This Attachment is for use with form POS-030)

NAME AND ADDRESS OF EACH PERSON SERVED BY MAIL:

<u>Name of Person Served</u>	<u>Address (number, street, city, and zip code)</u>
George Sharp	3525 Del Mar Heights Road, #620, San Diego, CA 92130 &email: georgeasharp@gmail.com; george@george-sharp.com
Robert J. Huston III	10 Jetty Drive, Corona Del Mar, CA 92625 Email courtesy copies to: bob_huston@yahoo.com
Donald J. Stoecklein	401 West A Street, Suite 1150, San Diego, CA 92101 Email courtesy copies to: djs@slgseclaw.com
Kenneth H. Stone	The Stone Law Group; The Fletcher Building, 624 Broadway, Suite 303, San Diego CA 92101; khstone@hotmail.com