

1 Marc E. Angelucci, Esq. (SBN 211291)
2 LAW OFFICE OF MARC E. ANGELUCCI
3 P.O. Box 6414
4 Crestline, California 92325
5 Telephone: (626) 319-3081
6 Facsimile: (626) 236-4127
7 Email: marc.angelucci@yahoo.com
8 Attorney for Defendant,
9 JDC Land Company, LLC

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF MARIPOSA, MARIPOSA COURTHOUSE

9 COUNTY OF MARIPOSA,
10
11 PLAINTIFF,
12 v.
13 JDC LAND COMPANY, LLC, *ET AL.*,
14 DEFENDANTS.

CASE NO.: 10887

**SUPPLEMENTAL DECLARATION OF
MARC ANGELUCCI RE DISCOVERY
FOR JANUARY 21, 2020 INFORMAL
DISCOVERY CONFERENCE**

IDC Date: January 30, 2020
Time: 3:00p.m.
Hon.: F. Dana Walton

16 I, Marc Angelucci, Declare:

- 17
18 1. When I wrote and sent out the first declaration for the January 30, 2020 discovery conference, I
19 sent it off quickly to make sure it was received timely, and I did not think I would have time to
20 review all of the documents produced by California Receivership Group (“CRG”) in response to
21 documents demands, as there are several thousand documents. However, it turns out that about
22 two-thirds of the documents are duplicative, many of them appearing numerous times, even as
23 many as 15-20 times. Many of the documents were also pleadings, no emails. So I was able to
24 review them faster than I thought. Accordingly, I am filing this supplemental declaration.
25
26
27
28

Collusive Emails, Insults at Jerry Cox, etc.

1
2 2. The limited emails produced, which did not include those of Andrew Adams or anyone else at
3 CRG, show that Mark Adams, as a neutral agent of the Court, repeatedly strategized with Silver &
4 Wright on everything. They called each other repeatedly, asked each other's advice, cheered each
5 other on, asking not to forward one of their emails to Jerry's attorney and not to respond to
6 something because "it'll flag" the issue, and exchanged insults about Jerry Cox and his counsel,
7 calling Jerry Cox a "fool," a "piece of work," comparing him to a donkey, calling Jerry's people
8 are "shenanigans" and "cronies." In one email, Mark Adams tells Silver & Wright, "I vote for just
9 going after Angelucci." Mark Adams also told Matthew Silver, "His game will end with a
10 foreclosure sale." Attached as **Exhibit A**, which are true and correct copies of just some of the
11 documents I received from CRG. I list some of the statements below, with page references:
12

- 13
14 - 8/7/17 Mark to Eddie Gao: "**Sounds like a clone of Cox**" [Referring to a donkey].
- 15 - 8/16/17 Mark to Matthew: "He really is a **piece of work.**" (P. 54.)
- 16 - 9/11/17 Matthew to Mark: "**What a fool for admitting he was on the property with his**
17 **cronies** after they were barred from being there." (P. 61.)
- 18 - 9/11/17 Matthew to Mark: "Let's not make a martyr out of him." (P. 62.)
- 19 - 11/13/17 Mark to Matthew: "Something for us to discuss before further email sparring with
20 Imran."
- 21 - 5/10/18 Mark to Matthew: "these all seem reasonable to me. With your permission I will send
22 to Imran and see if we can get this wrapped up." Matthew's reply: "**Yes but please don't**
23 **forward my email.**" (P. 48.)
- 24 - 6/22/18 Mark to Matthew: "He's [Jerry's] unbelievable." (P. 52.)
- 25 - 7/12/18: Mark to Matthew: "**His 'game' will end with a foreclosure sale.**" (P. 53.)
- 26 - 10/15/18 Matthew to Mark: "No point in responding to them on the issue, **it'll only flag it.**"
27 (P. 58.)
- 28 - 10/15/18 Matthew to Mark: "**Get ready for the conspiracies.**" (P. 59.)

- 1 - 5/21/19 Mark to S&W: "Yesterday's hearing was very satisfying, needless to say. The only
2 thing I'd add in any response that you file is that he and his attorney are being sanctioned for
3 abuse of the litigation process." (P. 4.)
- 4 - 5/23/19 Mark to S&W: "I think it would be worthwhile getting the motion on the file before
5 next week's sale hearing just as a reminder of who is the problem here. Agree? I don't think its
6 as important to get the hearing any time soon since if the property sells, the fees will get paid
7 out of the proceeds and **not by chasing Angelucci**. ... And whatever did go down **I vote for**
8 **just going after Angelucci** so there's not some weird sympathy ploy by Cox." (P. 8.)
- 9 - 8/20/19 Mark to S&W: "**Cox and shenanigans**." (P. 18.)
- 10 - 9/12/17 Mark to S&W: "They're driving up costs with all these **shenanigans**."
- 11 - 10/11/17 Mark to S&W: "BTW, Imran called me a 2 and I figured why not so I talked to
12 him. **He was actually acting like a regular lawyer** talking about options etc. (P. 24.)
- 13 - 10/20/17 Mark to Matthew: "I've lost confidence in Mr. Cox's trustworthiness." (P. 38.)
- 14 - 1/11/18 Mark to S&W: "**Cox's shenanigans...**" (P. 27.)
- 15 - 1/18/18 S&W to Mark: "Up for a call?" Mark replies: "we're still sorting through what
16 Andrew is going to say tomorrow." (P. 28.)
- 17 - 8/12/19 Mark Adams to John Fujii: "...**Cox's interpretation of his 'vindication.'**" (P. 17.)
- 18 - 1/4/20 Mark to Matthew: "We just got formal notice yesterday that they dismissed the whole
19 thing." Matthew replies: "Good! Congrats."

Emails Regarding Bids

20 3. There are also interesting emails about the bids that I am not sure how to interpret, perhaps due to
21 me not being on the case until later, but although I may be mistaken its sound like Mark Adams
22 may be concealing that he did have a bid, but did not want to conceal it because that contractor did
23 not recommend demolition, or perhaps other reasons. If I am mistaken then I apologize. But I
24 think this should come to the Court's attention. Those emails are:

- 25 - 10/19/17: Building Director Michael Kinslow advises Matthew Silver and Mark Adams to use
26 Design Professional of Record (DPR) to do the bids and the work. Matthew replies that he'll
27 defer to Mark Adams on that. Mark Adams replies, "**we're a long way from having any**
28

1 **serious discussion with Cox on any of this. Its not something to devote much time to**
2 **especially right now."** Mike replies: "Understood. Thanks Mark!" (Pp. 33, 43.)

- 3 - 10/24/17 Matthew to Mark: "**My understanding is that you've received one bid for the**
4 **property's remediation and that was from a contractor."** (P. 41.)
- 5 - 11/13/17 Mark to S&W: "I am otherwise ready to file a report recommending what Browers
6 told us was needed. **But he didn't recommend demolishing all the structures..."** (P. 71.)
- 7 - 1/19/18 Mark to S&W: "**I'm not getting weak-kneed but as I reviewed Bonar's declaration**
8 **(as always trying to use the Court's eyes) I thought more and more: why wouldn't Adams**
9 **use his services? He's licensed, knows the property AND Adams says he can't get anyone**
10 **to bid on the work."** (P. 31.)
- 11 - 1/19/18 Matthew to Mark: "The County has no position on who you use to bring the property
12 into compliance (per your motion, assuming defend funds your work)." Mark replies: "**I think**
13 **its right that doesn't need to be raised unless he questions me on it. ... But I'll consider**
14 **whether its good strategy to not resist (at least too hard) bringing Bonar in. And**
15 **assuming the court goes along on the funding order I think who would do the work is not**
16 **likely to be important anyway."** (P. 32.)
- 17 - 5/10/18 Mark to Matthew: "**And if pushed will represent that I intend to let his contractor**
18 **and designer live up to their bids."** (P. 49.)

19 **CRG Refuses to Produce Communications to/from Andrew Adams or Others at CRG.**

- 20 4. CRG's refusal to produce communications and emails to and from Andrew Adams or others at
21 CRG not only violates Andrew Adams' statement to the Court on January 21, 2020 that he
22 understands the other employees are included, but it is all the more trouble on account of the fact
23 that for the past few months it has been Andrew Adams, not Mark Adams, who sends emails and
24 communicates regarding the case, while Mark Adams has been silent. This may be due to the
25
26
27
28

1 federal lawsuit, or because the State Bar has reopened its investigation into Mark Adams (they
2 did). But whatever the reason, it means numerous emails to and from Andrew Adams that are
3 responsive to the document demands are being concealed, especially emails from the past few
4 months. This is a serious hinderance on JDC ability to prepare its defense at the discharge hearing
5 coming up in only a few weeks. And there is no justification for this. Even if the word “YOU”
6 was not defined to include everyone at CRG (it was), CRG is still required by law to include
7 everyone. Interrogatories directed to a corporation or other entity require it to disclose information
8 known to all persons in its employ, not merely the particular officer or agent designated to verify
9 the responses: “While a corporation or public agency may select the person who answers
10 interrogatories in its behalf, it has a corresponding duty to obtain information from *all sources*
11 *under its control*—information which may not be personally known to the answering agent.”
12 *Gordon v. Sup.Ct. (U.Z. Mfg. Co.)* (1984) 161 CA3d 157, 167-168, 207 CR 327, 333 (emphasis
13 added); Weil & Brown, Civ. Proc. Before Trial (TRG 2019) § 8:1056. No matter how many times
14 Andrew Adams claims that I agreed to limit the emails to Mark Adams, that is simply not true, and
15 the emails I already submitted to the Court previously prove that. JDC needs complete answers
16 and full production of the documents responsive to the discovery, as the Court ordered.

Incomplete Responses to Special Interrogatories

- 20
- 21 5. Moreover, attached as **Exhibit B** and incorporated fully herein is a true and correct copy of CRG’s
22 responses to Special Interrogatories. I’d note to the Court that CRG did not answer numbers 1, 3,
23 4, 5, 9, 10, 11, and 12, but instead only stated those are “answered in the Final Report...” But that
24 is not a sufficient answer. Discovery responses may not just refer to outside documents, and if the
25 question requires reference to some other document, it should be identified and its contents
26 summarized so that the answer *by itself* is fully responsive to the interrogatory. *Deyo v. Kilbourne,*
27
28

1 (1978) 84 CA3d 771, 783-784. Some of the questions for which there is no answers include
2 questions about efforts to obtain bids. Referring to the Final Report would be insufficient anyway,
3 even if it was proper, because I did not see a single contractor that CRG attempted to obtain bids
4 from actually *named* in the report or the declaration attached to it.

5 **CRG Should be Sanctioned for Refusing to Produce Documents it Agreed to Produce.**

6
7 6. I am acting completely in good faith when I say that Andrew Adams and CRG should be
8 sanctioned for refusing to produce the emails and communications to and from Andrew Adams
9 and others at CRG that they agreed in Court on January 21, 2020 to include. They are falsely
10 stating that I agreed to this, which I did not. This is simply not good faith and it is totally
11 hindering JDC's ability to prepare its defense. I have tried diligently for a long time and in good
12 faith to get responses to my discovery, and these answers are not sufficient.

13
14 **Request for Permission to Move to Compel the County's Answers to Discovery**

15 7. I am also acting completely in good as I now ask the Court for permission to move to compel the
16 County to answer discovery based on the connections shown by these emails, and well as the
17 inconsistencies (Matthew Silver stating CRG has a bid, while CRG says they have none). The
18 Court's order did *not* say I needed to show "conspiracy," but only a sufficient connection between
19 the County and CRG to justify compelling the County to answer discovery. I believe that
20 connection shown from these emails, in which CRG repeatedly strategizes with Silver & Wright
21 on everything that occurs. CRG certainly did not do this with JDC or its counsel, so this cannot be
22 dismissed as mere conferring. They communicated like an attorney-client relationship, advising
23 each other, consulting each other, calling Jerry Cox a "fool," comparing him to a donkey and
24 making other insults about him, his people and his counsel, and asking each other not to forward
25 their emails and not to respond to certain things or it would "flag" the issue. Is that how a neutral
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

arm of the Court is supposed to behave? Also, in an email, Silver & Wright state that they understand Mark Adams did receive one bid for the rehabilitation (p. 41), and Mark Adams does not deny it or respond with any specifics, but we know that Mark Adams claims he could not obtain a single bid for the rehabilitation. This type of inconsistency also justifies obtaining discovery from the County to compare the discovery from both. One might produce documents or information that the other did not produce. And CRG's refusal to produce emails from Andrew Adams and others at CRG makes it all the more important to obtain discovery from the County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 1/27/20 at Glendale, California.

Marc Angelucci
