

9/17

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ENDORSED
FILED
San Francisco County Superior Court

SEP 17 2004

GORDON PARK-LI, Clerk
BY: _____
Deputy Clerk

6 Attorneys for Defendants
7 HCV PACIFIC PARTNERS LLC
and RANDALL J. VERRUE

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 CITY AND COUNTY OF SAN FRANCISCO
11 UNLIMITED JURISDICTION

12 JERROLD BOSCOE, individually and dba
13 WESTERN PACIFIC DEVELOPMENT
SERVICES, et al.,

14 Plaintiffs,

15 vs.

16 HCV PACIFIC PARTNERS LLC, a
17 limited liability company, et al.,

18 Defendants.

CASE NO. 411531

**DEFENDANTS' OPPOSITION TO
PLAINTIFFS' MOTION IN LIMINE TO
EXCLUDE EVIDENCE OF PLAINTIFFS'
CALIFORNIA STATE BAR
INVESTIGATION AND RESIGNATION,
AND UNRELATED LITIGATIONS, LIENS
AND JUDGMENTS INVOLVING
PLAINTIFF**

Date: September 21, 2004
Time: 9:00 a.m.
Dept: 501

Complaint filed: August 15, 2002
Trial Date: September 21, 2004

Assigned for all purposes to the Hon. James J.
McBride

23 AND RELATED CROSS-ACTION
24

1 **I. INTRODUCTION**

2 **A. Boscoe's Perjurious Statements About His State Bar Resignation**

3 Plaintiffs in this case admit that Jerrold Boscoe ("Boscoe") was the subject of
4 investigation by the California State Bar some 30 years ago over what Boscoe and his counsel
5 modestly refer to as "a dispute with an employee that was later settled." (Plaintiffs' Brief, 2:12-
6 13). Plaintiffs further admit that Boscoe subsequently resigned from the Bar, though they insist
7 that Boscoe's resignation had nothing to do with the pending State Bar investigation, but came
8 about "for unrelated reasons . . . because he had discontinued his law practice and was working
9 in the real estate industry." (*Id.*, 2:13-14, emphasis in original). This was also Boscoe's sworn
10 deposition testimony in this case when he was asked to explain the missing chapter of his life
11 (i.e., the 11 years he practiced as an attorney) from his resume. As we show herein, Boscoe
12 committed perjury at his deposition when asked to explain the reasons and circumstances of his
13 resignation from the Bar.

14 Boscoe's former law partners – Anthony Caputo and Justice William Newsom (Ret.) –
15 both unequivocally have stated¹ (and are prepared to testify at trial) that Boscoe resigned from the
16 Bar because they caught him in the theft of more than \$75,000 from clients and the office
17 secretary. (Caputo Decl., ¶¶ 3-4). Caputo and Justice Newsom demanded his immediate
18 resignation from the Bar and reported Boscoe's theft to the Placer County District Attorney. (*Id.*,
19 ¶ 6). Facing criminal prosecution and disbarment, Boscoe told Caputo and Justice Newsom that
20 he would resign from the practice of law and never practice again, in part as an effort to minimize
21 the shame and damage done to his law partners. Boscoe then fled Tahoe City, abandoning his
22 clients and his family, leaving his debts unpaid. (*Id.*, ¶ 7). A complaint was lodged against Boscoe
23 with the California State Bar, resulting in Boscoe's hasty resignation from the Bar and the
24 beginning of his career as an "executive trainee" at McKeon Construction Company. (*Id.*, ¶ 8).

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26 ///

27 _____
28 ¹ The Declaration of Anthony Caputo is attached as Exhibit 1 hereto; a letter from Justice Newsom
acknowledging the accuracy of the facts in Mr. Caputo's declaration is attached as Exhibit 2 hereto.

1 **B. Pacific Santa Fe Debacle**

2 Fast forward some 25 years later to 1999, where Boscoe – after having been involved as a
3 party in some 65 lawsuits and now a self-described “real estate development feasibility
4 consultant” – is embroiled in a yet another dispute, this time with a company by the name of
5 Pacific Santa Fe Corporation. Boscoe claims that Pacific Santa Fe owes him money on an
6 Oregon/Washington cross-border real estate transaction in which Boscoe brought the buyers and
7 the seller together (much like the case at bar). Pacific Santa Fe claims that Boscoe had vastly
8 inflated his fees by a self-aggrandizing interpretation of the contract, and that Boscoe – being
9 unlicensed as broker – was barred by operation of Washington law from recovering any fee for
10 the transaction and, further, was barred by the same statute from even filing a lawsuit on his
11 claim. The case winds up in mediation, where Boscoe attempts to characterize his activities as
12 those of a “consultant” rather than a “broker,” and claims that he is seeking a “consulting fee”
13 rather than a “commission” (just as he is doing in the case at bar). Boscoe is found to be entitled
14 to nothing under the law by virtue of his failure to have a broker’s license, and he only leaves the
15 mediation with any recovery at all because Pacific Santa Fe’s founder voluntarily decides to pay
16 Boscoe the amount he was always promised (rather than the inflated fees Boscoe was claiming).

17 **C. The \$1.3 Million Bank of the West Judgment Against Boscoe**

18 At the same time Boscoe is involved in this dispute with Pacific Santa Fe, he is also
19 attempting to persuade HCV Pacific Partners LLC (“HCV”) that, based on his long and
20 successful career in the real estate industry, and his alleged access to the very top of the Pope
21 organization, HCV should retain his professional services. While touting his credentials, Boscoe
22 neglects to mention to HCV that his “successful” career has been littered with the detritus of
23 some three-score lawsuits, that he has been running from a \$1.3 million Bank of the West
24 judgment for well over a decade,² and that Pope not only terminated its consulting relationship
25 with him the year before but told Boscoe they had no interest in doing further business with him.

26 ² Bank of the West’s judgment lien was filed in this case on February 20, 2004, and is attached hereto as
27 Exhibit 3. The judgment itself was originally filed in multiple counties in California, and then subsequently in
28 Oregon and Washington as Bank of the West attempted to track Boscoe in his peripatetic course around the West
Coast.

1 **II. ARGUMENT**

2 **A. The Evidence Defendants Seek to Introduce is Directly Relevant to Boscoe's**
3 **Credibility**

4 Cal. Evid. Code § 351 provides that "all relevant evidence is admissible." Cal. Evid. Code
5 § 210 provides that relevant evidence "means evidence, including evidence relevant to the
6 credibility of a witness or hearsay declarant, having any tendency in reason to prove or disprove
7 any disputed fact that is of consequence to the determination of the action." Plaintiffs'
8 unsupported contentions of irrelevance and immateriality have no merit. Cal. Evid. Code § 352
9 states: "The court in its discretion may exclude evidence if its probative value is *substantially*
10 *outweighed*³ by the probability that its admission will (a) necessitate undue consumption of time
11 or (b) create substantial danger of undue prejudice, of confusing the issues, or of misleading the
12 jury." Moreover, Cal. Evid. Code § 210 provides that evidence as to the credibility of a witness
13 is relevant.

14 Plaintiffs argue that Boscoe's resignation from the Bar (and the reasons for it), the Pacific
15 Santa Fe dispute, and the outstanding \$1.3 million judgment against Boscoe are irrelevant to the
16 issues in the case at bar, and even if relevant, are unduly prejudicial or time consuming or will
17 mislead the jury. Plaintiffs are wrong. The information is directly relevant to the issues in this
18 case, as this is very much a he-said, she-said case, in which Boscoe's credibility (or lack thereof)
19 is of paramount importance. The jury is entitled to know that Boscoe committed perjury in his
20 deposition and that the real reason for his resignation from the Bar was that he was caught
21 stealing from clients and faced criminal proceedings and disbarment.

22 The jury is also entitled to know that Boscoe fraudulently doctored the resume he
23 provided HCV to excise the eleven years he practiced as an attorney, and instead claimed that he
24 was doing something else during those years so that his misfeasance would not be discovered.
25
26
27

28 ³ Emphasis added.

1 The jury is further entitled to know that, because of his experience with Pacific Santa Fe
2 in 1999, Boscoe was aware when he signed the contract with HCV that he needed a broker's
3 license in order to get a fee from any transaction in which HCV acquired real property.

4 And lastly, the jury is entitled to know that Boscoe, who held himself out to HCV as a
5 bona fide success in his chosen profession, was in fact an unemployed charlatan constantly
6 embroiled in litigation whose main success consisted of hiding from his judgment creditors for
7 well over a decade.

8 By their motion, plaintiffs seek to whitewash Boscoe's less-than-illustrious history and
9 career so that they may then present a picture to the jury of a Boscoe they know in fact does not
10 exist — the honest, successful real estate consultant whose opinion was so sought after by HCV
11 that it agreed to pay him between \$8 and \$10 million for his invaluable counsel. *That* is a false
12 picture. Plaintiffs are asking the court to ignore their client's history simply because it may cause
13 the jury to doubt Boscoe's credibility. But the fact that the truth may prejudice Boscoe's case is
14 not sufficient reason to let a false Boscoe, freshly painted innocent, trot out a fabricated tale of
15 woe to gull the jury.

16 The standard for determining admissibility is whether the evidence is more prejudicial
17 than probative, not whether it is merely prejudicial. In this case, the information is highly
18 probative because it undercuts the entire tenor of the story Boscoe proposes to foist upon the jury
19 to establish his credibility and shows that the whole "elder statesman of the real estate industry"
20 facade that Boscoe has put on is nothing more than a shtick to prejudice the jury in his favor.
21 Moreover, it gives the lie to Boscoe's assertion that he never got a real estate broker's license
22 because he never thought it was necessary. As of the Pacific Santa Fe debacle, Boscoe knew he
23 needed a broker's license; the real reason Boscoe never applied for a broker's license was because
24 he knew the background check would reveal the circumstances of his resignation from the Bar as
25 well as the multiple outstanding judgments against him and that his license would be denied.

26 **B. Boscoe Testified Falsely About His Reasons for Resigning from the Bar**

27 On June 12, 2003, Boscoe committed perjury when asked about the circumstances of his
28 resignation from the State Bar of California. Counsel for defendants asked the following

1 questions, to which Boscoe responded as follows:

2 Q: Why did you leave the practice of law?

3 A. I wanted to move forward with my career in real estate with George
4 McKeon.

5 Q. Was there any other reason?

6 A. Not to me.

7 Q. Were you under investigation by the state bar at that time?

8 A. No.

9 Q. Were you ever under investigation by the state bar?

10 A. Not to my knowledge.

11 (Boscoe Depo. Vol. III, 126:23-127:8, attached hereto as Exhibit 4).

12 As Caputo's declaration and Justice Newsom's letter reveal, Boscoe's story about
13 resigning from the Bar because he was excited about starting a new career in real estate is a
14 complete fabrication. It was not because Boscoe wanted to answer warranty service calls⁴ that he
15 gave up a lucrative law practice which had offices in Sacramento, Tahoe City and San Francisco;
16 rather, "Boscoe's resignation from the Bar in 1972 was directly related to the investigation being
17 conducted by the State Bar, as he was facing probable disbarment for his theft of client funds,"
18 and Boscoe "agreed to resign from the Bar and pay restitution under the threat of disbarment and
19 possible criminal proceedings." (Caputo Decl., ¶ 8).

20 After a break in the deposition, and coaching by his own counsel, Boscoe admitted that he
21 knew about the State Bar investigation, but then proceeded to make additional false statements
22 relating to the events surrounding the investigation and his resignation, going so far as to feign
23 ignorance regarding the last name of his longtime office secretary, the woman from whom he had
24 stolen more than \$50,000. Boscoe's testimony was as follows:

25 _____
26 ⁴ Boscoe testified that his first job with McKeon Construction was answering calls from homeowners about
27 warranty problems with their homes, e.g., coming out to the house to check on leaky faucets. Boscoe's testimony was
28 as follows:

29 Q. What caused you to go with the McKeon Company?

30 A. I loved the development and construction industry, and George offered me that
31 opportunity.

32 Q. And what did you do with the McKeon Company?

33 A. I started out as pickup and service worker.

34 Q. What is that?

35 A. Oh, that's where people call up and complain about warranty, and you go out to their
36 home and fix the leaky plumbing or their drywall there might be a problem with,
37 electrical issues.

38 (Boscoe Depo. Vol. I, 9:25-10:6, attached hereto as Exhibit 5)

1 MR. KATZ: Earlier, Mr. Farmer, you asked him whether he knew he was under
 2 investigation, and I think his answer will be the same, but I would prefer
 3 some clarification. So would you clarify your answer, Mr. Boscoe.
 4 A. I knew that a complaint had been filed against me with the state bar, but I
 5 was unfamiliar with whether there was any investigation ongoing pursuant
 6 to that complaint.
 7 Q. (BY MR. FARMER) In connection with that complaint, did you or any
 8 representative of yours have discussions with members or employees of
 9 the state bar or the state bar investigative apparatus?
 10 A. I don't know if they did.
 11 Q. Did you have representation, a lawyer representing you --
 12 A. Yes.
 13 Q. -- in connection with the state bar matter?
 14 A. Yes.
 15 Q. I'll refer to it as the state bar matter, if that's okay, or complaint.
 16 A. That's fine.
 17 Q. What was the nature of the complaint?
 18 A. That I had misappropriated monies that my secretary had given me. She
 19 was with me as a controller and office manager for four years or so.
 20 Q. Were they client funds?
 21 A. They were her funds.
 22 Q. And how did she happen to give them to you?
 23 A. To invest, and she was upset with how I invested them.
 24 Q. Did she complain to authorities other than the state bar?
 25 A. Not to my knowledge. After I let her go she filed the complaint.
 26 Q. Did you enter into any kind of agreement with the state bar to resign with
 27 regard -- as a result of the complaint and any investigation that may have
 28 ensued from that?
 A. I didn't enter into any agreement or participate in any proceedings or any
 investigation with the state bar. I paid her back her money.
 Q. When was her complaint made in relation to our resignation from the state
 bar?
 A. About a year and a half before.
 Q. Did her complaint have anything to do with your decision to resign?
 A. No. No.
 Q. What was her name?
 A. Elizabeth. Elizabeth -- Elizabeth. . . .
 Q. Why did you pay her back?
 A. Well, there was a claim that she wanted her money back, and so I got it
 back to her. I gave it back to her.
 Q. What had you done with the money?
 A. I had invested it in other opportunities that I felt were appropriate and she
 didn't.

24 (Boscoe Depo. Vol. III, 137:14-140:2, attached hereto as Exhibit 6).

25 The alleged "clarification" made by Boscoe during his testimony is simply another false
 26 recasting of history by Boscoe. First, Boscoe never invested his secretary's money; instead, he
 27 spent her entire life savings on himself. (Caputo Decl., ¶ 4). Second, Boscoe's claim that his
 28 resignation was unrelated to his secretary's complaint to the State Bar is untrue; Boscoe's

1 resignation was directly related to her complaint. (*Id.*, ¶¶ 6-8). Third, adding insult to injury,
2 Boscoe falsely stated that he fired his secretary after this misunderstanding, when in fact she quit
3 because the discovery that Boscoe had stolen her life savings left her "devastated" and "unable
4 emotionally to continue her employment." (*Id.*, ¶ 4). Fourth, Boscoe's assertion that he paid his
5 secretary back is grossly untrue; Ms. Costa "did not obtain any significant recovery of her life
6 savings from Boscoe." (*Id.*, ¶ 7).

7 **C. The Pacific Santa Fe Dispute Shows Boscoe Knew He Needed a Broker's**
8 **License**

9 Because of his experience with Pacific Santa Fe in 1999, Boscoe was aware when he
10 signed the contract with HCV that he needed a broker's license in order to get a fee from any
11 transaction in which HCV acquired real property.

12 Robert Ketner and Boscoe were business partners on the Pacific Santa Fe transaction, in
13 which Boscoe sought to receive a fee for bringing a buyer in to purchase Pacific Santa Fe's real
14 property. Ketner is expected to testify that he (i) personally informed and discussed with Boscoe
15 the Washington law relating to licensing of real estate brokers and salespersons, (ii) provided
16 Boscoe with a copy of Sections 18.85 and 18.86 of the Revised Code of Washington, which
17 regulate the activities of real estate brokers and unlicensed persons, and (iii) sent Boscoe a
18 memorandum stating that the aforementioned code sections were to be a "guide post for the
19 operation" of their partnership and that they would have to follow the code sections "to a T" in all
20 their real estate transactions.

21 The Pacific Santa Fe transaction is highly relevant to the central issue of this case,
22 specifically, whether Boscoe is entitled to recover the Success Fee without a real estate broker's
23 license. This transaction singularly demonstrates that Boscoe was on actual notice of the
24 Washington real estate brokerage laws regulating the real estate services he rendered to HCV, and
25 accordingly, either knew or reasonably should have known that he was performing *illegal* real
26 estate brokerage services for HCV under the July 1, 1999 Agreement.

1 **D. Evading a \$1.3 Million Judgment for Over a Decade Is Inconsistent With**
2 **Boscoe's Claim That He Has Had a Successful Career**

3 Boscoe has been running from a \$1.3 million judgment obtained by Bank of the West
4 since 1985. The Bank of the West judgment was originally recorded in multiple counties in
5 California, and then subsequently in Oregon and Washington as Bank of the West attempted to
6 trace Boscoe's whereabouts. To date, Boscoe has not paid a single dime on this judgment. Rather,
7 Boscoe has successfully managed to stay one step ahead of judgment creditors by, among other
8 things, moving from state to state, living under his wife's name, putting his assets in his wife's
9 name, and using his twin brother's credit cards.

10 The Bank of the West judgment is directly relevant to defendants' cross-complaint for
11 fraud. In an effort to convince HCV to hire him, Boscoe held himself out to HCV as a bona fide
12 success, with over 30 years experience in the real estate industry. In truth, however, Boscoe's
13 history was largely one of failure, in which virtually every deal he was involved in led to a
14 lawsuit. By 1999, Boscoe was largely unemployed, had been fired from consulting positions at
15 Pope Resources, Windermere Builders Services, and 1st Builders, was evading multiple judgment
16 creditors⁵ and was desperate to strike any kind of deal for compensation he could with HCV. Had
17 HCV known the true facts about Boscoe's colorful career, the simple fact is that they would never
18 have hired him. The truth of the matter is not as Boscoe would have it — Boscoe was not a
19 successful consultant who work was so valuable and widely recognized in the real estate industry
20 that companies vied for the privilege of paying him millions of dollars a year. Nonetheless,
21 Boscoe hopes to present the jury with this wholly false image of "success" in order to convince
22 them that he is the kind of person a company would pay millions of dollars to for analysis and
23 advice, and that a year of his time is worth \$8 to \$10 million dollars (as he claims in this case).

24 In the absence of any evidence of Boscoe's income (since he has refused to produce it and
25 his counsel instructed him not to answer questions relating to past income at his deposition), it is
26

27 ⁵ Boscoe is also currently subject to a judgment by Wells Fargo in excess of \$100,000, which has been
28 unpaid for more than 20 years, and was also pursued for many years on a \$623,000 judgment (plus interest) in favor
of Ticor Title Insurance Company, which Boscoe now claims to have settled for \$19,000.

1 eminently reasonable to argue that the existence of millions of dollars in outstanding judgments
2 against him shows that Boscoe did not earn significant income during the last decade but instead
3 has lived hand to mouth on the indulgence of his wife and relatives, limping by on whatever
4 meager sums he was able to extract from companies for his short-term consultations.


5 **III. CONCLUSION**

6 Based on the foregoing, Defendants respectfully request that the Court deny plaintiffs'
7 motion in limine to exclude evidence of Boscoe's California State Bar investigation and
8 resignation, unrelated litigation, and liens and judgments involving Boscoe.

9 DATED: September 13, 2004

Respectfully submitted,

10 COLLETTE & ERICKSON LLP
11 WILLIAM S. FARMER
12 JOHN V. ERICKSON
13 ROBERT S. LAWRENCE
14 TIMOTHY M. WONG



15 By: Robert S. Lawrence
16 Attorneys for Defendants
17 HCV PACIFIC PARTNERS LLC and
18 RANDALL J. VERRUE

EXHIBIT 1

1 WILLIAM S. FARMER (State Bar No. 46694)
JOHN V. ERICKSON (State Bar No. 52356)
2 ROBERT S. LAWRENCE (State Bar No. 207099)
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6 Attorneys for Defendants
HCV PACIFIC PARTNERS LLC
7 and RANDALL J. VERRUE

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 CITY AND COUNTY OF SAN FRANCISCO

11 UNLIMITED JURISDICTION

12 JERROLD BOSCOE, individually and dba
WESTERN PACIFIC DEVELOPMENT
13 SERVICES, et al.,

14 Plaintiffs,

15 vs.

16 HCV PACIFIC PARTNERS LLC, a
limited liability company, et al.,

17 Defendants.

CASE NO. 411531

**DECLARATION OF ANTHONY CAPUTO
IN SUPPORT OF DEFENDANTS'
OPPOSITION TO PLAINTIFFS' MOTION
IN LIMINE TO EXCLUDE EVIDENCE OF
PLAINTIFFS' CALIFORNIA STATE BAR
INVESTIGATION AND RESIGNATION,
AND UNRELATED LITIGATIONS, LIENS
AND JUDGMENTS INVOLVING
18 PLAINTIFF**

Date: September __, 2004
Time: 9:00 a.m.
Court: 501

Complaint filed: August 15, 2002
Trial Date: September 7, 2004

Assigned to the Hon. James J. McBride for all
purposes

18
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22
23 AND RELATED CROSS-ACTION
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1 I, Anthony Caputo, declare:

2 1. I am the principal of Caputo Law Offices in San Diego, California, and I am
3 admitted to practice in the State of California. I have personal knowledge of the facts set forth in
4 this declaration and, if called as a witness, could and would testify competently thereto.

5 2. During 1970-71, I practiced law with Jerrold A. Boscoe in Tahoe City, California.
6 The name of our firm was Boscoe, Newsom & Caputo. The other attorney in practice with us was
7 William Newsom (later to become Justice William Newsom of the California First District Court
8 of Appeal). Boscoe was actively at that time practicing law on a daily basis and I worked with
9 him on variety of cases including a notorious homicide that occurred on a ranch outside of
10 Auburn, the county seat of Placer County, which involved the brutal beating death on Halloween,
11 1970 or so, by a wealthy Sacramento appliance dealer of his son-in-law.

12 3. In 1971, Justice Newsom and I were told by Peter Hack, a client of Boscoe's, that
13 Boscoe had misappropriated approximately \$25,000 of Mr. Hack's money. These funds were
14 supposed to reside in Boscoe's client trust account, but upon review of the bank statements, it
15 became clear that Mr. Hack's funds had been taken from the client trust account by Boscoe.

16 4. Mr. Hack's revelation immediately led to the discovery that Boscoe had also taken
17 the life savings of the office secretary, an elderly woman by the name of Elizabeth Costa, who
18 had entrusted Boscoe with well in excess of \$50,000. Instead of investing this money on Ms.
19 Costa's behalf as he had promised, Boscoe spent Ms. Costa's entire life savings on himself,
20 leaving her without any funds for her future years. She was devastated and was unable
21 emotionally to continue her employment.

22 5. When Justice Newsom and I confronted Boscoe with evidence of his defalcations,
23 Boscoe admitted that he had stolen the money, but promised that he would make restitution
24 through his family and he immediately left for Sacramento where his father lived, who had had a
25 substantial medical practice and career.

26 6. Justice Newsom and I were so disturbed by Boscoe's conduct that we
27 subsequently had a meeting with the Placer County District Attorney, Dan Higgins, and the
28 office's chief prosecutor, Keith Sparks (later to become Justice Keith Sparks of the California

1 Third District Court of Appeal), during which we reported Boscoe's theft of his client's funds and
2 secretary's savings.

3 7. After this meeting with the District Attorney, I was told by Peter Hack that
4 Boscoe's father had made good on the funds Boscoe had stolen from him. Elizabeth Costa,
5 however, was not so lucky, and she did not obtain any significant recovery of her life savings
6 from Boscoe nor did she return to work. Shortly after this, Boscoe suddenly and surprisingly
7 disappeared from Tahoe City, leaving behind clients, family and debts.

8 8. A complaint regarding Boscoe's conduct was lodged with the California State Bar,
9 either by means of referral from the District Attorney's office or directly by Mr. Hack or Ms.
10 Costa. Boscoe's resignation from the Bar in 1972 was directly related to the investigation being
11 conducted by the State Bar, as he was facing probable disbarment for his theft of client funds. My
12 understanding based upon the Bar's abating its investigation and its interview of me was that
13 Boscoe admitted to the bar his defalcations in writing and agreed to resign from the Bar and pay
14 restitution under threat of disbarment and possible criminal proceedings.

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

17 Executed at San Diego, California on this 17th day of August, 2004.

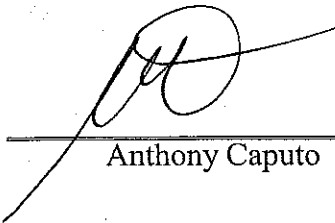
18
19
20 
21 _____
22 Anthony Caputo
23
24
25
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28

EXHIBIT 2

WILLIAM A. NEWSOM.

September 3, 2004

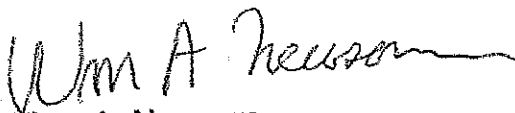
Robert S. Lawrence, Esq.
Collette & Erickson, LLP
555 California Street, 43rd Floor
San Francisco CA 95104-1791

File Name: Jed Boscoe v. HCV Pacific Partners

Mr. Lawrence:

I have read the declaration of Anthony Caputo dated August 17, 2004 concerning matters that transpired while Jed Boscoe practiced law in Tahoe City with the firm of Boscoe, Newsom and Caputo. All of the matters alleged therein are, to the best of my knowledge and belief, true and accurate. If I was called to testify, I would confirm them.

Sincerely,


William A. Newsom

WAN:mb

P.O. Box 160, Dutch Flat, CA 95714
Office Telephone: 530-389-2804 • Office Fax: 530-389-2789
e-mail: wanewsom@earthlink.net

EXHIBIT 3

1 BRUCE W. ROBERTSON SBN 111153
2 ROBERTSON & LEWIS
3 10 Almaden Blvd Suite 500
4 San Jose, CA 95113
5 Tel. 408-294-3600
6 Attorney for Judgment Creditor
7 BANK OF THE WEST

FILED
San Francisco County Superior Court

FEB 20 2004

GORDON PARK-LI, Clerk
BY: *[Signature]*
Deputy Clerk

[Handwritten] #289,20

11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF SAN FRANCISCO

13 JERROLD BOSCOE, individually)
14 and dba WESTERN PACIFIC)
15 DEVELOPMENT SERVICES: WESTERN)
16 PACIFIC CONSULTING, INC.: AND)
17 JEROME M. BOSCOE, INDIVIDUALLY)
18 and dba THE HASKELL COMPANY,)
19 Plaintiffs)

Case No. CGC-02-411531
(Unlimited Jurisdiction)

NOTICE OF JUDGMENT LIEN

18 v.

19 HCV PACIFIC PARTNERS LLC, a)
20 limited liability company;)
21 PORT LUDLOW ASSOCIATES LLC, A)
22 LIMITED LIABILITY COMPANY,)
23 RANDALL J. VERRUE and DOES 1)
24 through 30, inclusive,)

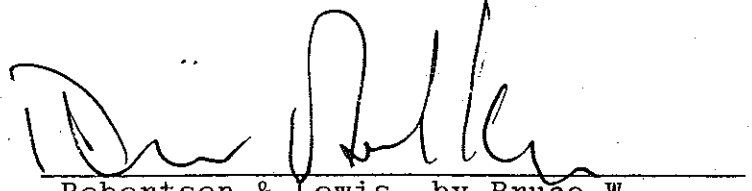
24 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

25 PLEASE TAKE NOTICE that BANK OF THE WEST, Judgment Creditor,
26 obtained a judgment against JERROLD BOSCOE, in the Superior Court
27 for the County of Santa Clara which remains unpaid at the present time
28 in the total amount, principal and accrued unpaid interest as of
29 February 23, 2004, of One Million Three Hundred Fifty Six Thousand

NOTICE OF JUDGMENT LIEN

1 Thousand Seven Hundred Ninety dollars and thirty Nine Cents,
2 (\$ 1,356,790.39) which interest calculation is attached hereto
3 as Exhibit

4
5 Date: February 20, 2004



Robertson & Lewis, by Bruce W.
Robertson, Attorney for Judgment
Creditor BANK OF THE WEST.

CLS INTEREST ACCRUAL

Jerrold Boscoe

Judgement

RATE 10.0% Fixed

BASED ON 360 DAYS

DATE	INTEREST PAID TO	PRINCIPAL PAYMENT	INTEREST PAYMENT	INTEREST RATE	PRINCIPAL BALANCE	DAILY ACCRUAL	INTEREST OWED
12/01/03				10.000%	760,817.04	211.338	594,493.98
12/02/03				10.000%	760,817.04	211.338	594,705.32
12/03/03				10.000%	760,817.04	211.338	594,916.66
12/04/03				10.000%	760,817.04	211.338	595,128.00
12/05/03				10.000%	760,817.04	211.338	595,339.33
12/06/03				10.000%	760,817.04	211.338	595,550.67
12/07/03				10.000%	760,817.04	211.338	595,762.01
12/08/03				10.000%	760,817.04	211.338	595,973.35
12/09/03				10.000%	760,817.04	211.338	596,184.69
12/10/03				10.000%	760,817.04	211.338	596,396.02
12/11/03				10.000%	760,817.04	211.338	596,607.36
12/12/03				10.000%	760,817.04	211.338	596,818.70
12/13/03				10.000%	760,817.04	211.338	597,030.04
12/14/03				10.000%	760,817.04	211.338	597,241.38
12/15/03				10.000%	760,817.04	211.338	597,452.71
12/16/03				10.000%	760,817.04	211.338	597,664.05
12/17/03				10.000%	760,817.04	211.338	597,875.39
12/18/03				10.000%	760,817.04	211.338	598,086.73
12/19/03				10.000%	760,817.04	211.338	598,298.07
12/20/03				10.000%	760,817.04	211.338	598,509.40
12/21/03				10.000%	760,817.04	211.338	598,720.74
12/22/03				10.000%	760,817.04	211.338	598,932.08
12/23/03				10.000%	760,817.04	211.338	599,143.42
12/24/03				10.000%	760,817.04	211.338	599,354.76
12/25/03				10.000%	760,817.04	211.338	599,566.10
12/26/03				10.000%	760,817.04	211.338	599,777.43
12/27/03				10.000%	760,817.04	211.338	599,988.77
12/28/03				10.000%	760,817.04	211.338	600,200.11
12/29/03				10.000%	760,817.04	211.338	600,411.45
12/30/03				10.000%	760,817.04	211.338	600,622.79
12/31/03				10.000%	760,817.04	211.338	600,834.12
01/01/04				10.000%	760,817.04	211.338	601,045.46
01/02/04				10.000%	760,817.04	211.338	601,256.80
01/03/04				10.000%	760,817.04	211.338	601,468.14
01/04/04				10.000%	760,817.04	211.338	601,679.48
01/05/04				10.000%	760,817.04	211.338	601,890.81
01/06/04				10.000%	760,817.04	211.338	602,102.15
01/07/04				10.000%	760,817.04	211.338	602,313.49
01/08/04				10.000%	760,817.04	211.338	602,524.83
01/09/04				10.000%	760,817.04	211.338	602,736.17

CLS INTEREST ACCRUAL

Jerrold Boscoe
 Judgement
 RATE 10.0% Fixed
 BASED ON 360 DAYS

DATE	INTEREST PAID TO	PRINCIPAL PAYMENT	INTEREST PAYMENT	INTEREST RATE	PRINCIPAL BALANCE	DAILY ACCRUAL	INTEREST OWED
01/10/04				10.000%	760,817.04	211.338	602,947.50
01/11/04				10.000%	760,817.04	211.338	603,158.84
01/12/04				10.000%	760,817.04	211.338	603,370.18
01/13/04				10.000%	760,817.04	211.338	603,581.52
01/14/04				10.000%	760,817.04	211.338	603,792.86
01/15/04				10.000%	760,817.04	211.338	604,004.19
01/16/04				10.000%	760,817.04	211.338	604,215.53
01/17/04				10.000%	760,817.04	211.338	604,426.87
01/18/04				10.000%	760,817.04	211.338	604,638.21
01/19/04				10.000%	760,817.04	211.338	604,849.55
01/20/04				10.000%	760,817.04	211.338	605,060.88
01/21/04				10.000%	760,817.04	211.338	605,272.22
01/22/04				10.000%	760,817.04	211.338	605,483.56
01/23/04				10.000%	760,817.04	211.338	605,694.90
01/24/04				10.000%	760,817.04	211.338	605,906.24
01/25/04				10.000%	760,817.04	211.338	606,117.58
01/26/04				10.000%	760,817.04	211.338	606,328.91
01/27/04				10.000%	760,817.04	211.338	606,540.25
01/28/04				10.000%	760,817.04	211.338	606,751.59
01/29/04				10.000%	760,817.04	211.338	606,962.93
01/30/04				10.000%	760,817.04	211.338	607,174.27
01/31/04				10.000%	760,817.04	211.338	607,385.60
02/01/04				10.000%	760,817.04	211.338	607,596.94
02/02/04				10.000%	760,817.04	211.338	607,808.28
02/03/04				10.000%	760,817.04	211.338	608,019.62
02/04/04				10.000%	760,817.04	211.338	608,230.96
02/05/04				10.000%	760,817.04	211.338	608,442.29
02/06/04				10.000%	760,817.04	211.338	608,653.63
02/07/04				10.000%	760,817.04	211.338	608,864.97
02/08/04				10.000%	760,817.04	211.338	609,076.31
02/09/04				10.000%	760,817.04	211.338	609,287.65
02/10/04				10.000%	760,817.04	211.338	609,498.98
02/11/04				10.000%	760,817.04	211.338	609,710.32
02/12/04				10.000%	760,817.04	211.338	609,921.66
02/13/04				10.000%	760,817.04	211.338	610,133.00
02/14/04				10.000%	760,817.04	211.338	610,344.34
02/15/04				10.000%	760,817.04	211.338	610,555.67
02/16/04				10.000%	760,817.04	211.338	610,767.01
02/17/04				10.000%	760,817.04	211.338	610,978.35
02/18/04				10.000%	760,817.04	211.338	611,189.69

CLS INTEREST ACCRUAL

Jerrold Boscoe

Judgement

RATE 10.0% Fixed

BASED ON 360 DAYS

DATE	INTEREST PAID TO	PRINCIPAL PAYMENT	INTEREST PAYMENT	INTEREST RATE	PRINCIPAL BALANCE	DAILY ACCRUAL	INTEREST OWED
02/19/04				10.000%	760,817.04	211.338	611,401.03
02/20/04				10.000%	760,817.04	211.338	611,612.36
02/21/04				10.000%	760,817.04	211.338	611,823.70
02/22/04				10.000%	760,817.04	211.338	612,035.04
02/23/04				10.000%	760,817.04	211.338	612,246.38

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118,000.00 +
15,601.00 +
133,601.00 +
.....
0.00 =
.....
760.00 +
760.00 =
.....
760,817.04 +
595,979.35 +
1,356,796.39 =
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D.C

PROOF OF SERVICE BY MAIL

1. I am over the age of 18 and not a party to this cause. I am a resident of or employed in the county where the mailing occurred. My residence or business address is (specify): 3147 Folsom Street, San Francisco, CA. 94110

2. I served the NOTICE OF JUDGMENT LIEN by enclosing a true copy in a sealed envelope addressed to each person whose name and address is shown below and depositing the envelope in the United States mail with the postage fully prepaid.

(1) Date of mailing: FEB 20 '04 (2) Place of mailing (city and state): San Francisco, CA

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

Date: February 20 '04

Jim C. Hillman

(TYPE OR PRINT NAME)

Signature of Jim C. Hillman

(SIGNATURE)

NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

SERVICE LIST

4. a. Name of person served:

b. Address (number, street, city, and ZIP):

RICHARD L. KATZ (042902)
HINTON, ALFERT & SUMNER
1646 N. CALIFORNIA ROAD, #500
WALNUT CREEK, CA 94596

c. Name of person served:

d. Address (number, street, city, and ZIP):

RICHARD L. KATZ (042902)
THE GAMMA BLDG #223
101 LARKSPUR LANDING CIR
LARKSPUR, CA 94939

e. Name of person served:

f. Address (number, street, city, and ZIP):

THOMAS V. LORAN (095255)
PILLSBURY WINTRHROP LLP
50 FREMONT ST.
P.O. BOX 7880
SAN FRANCISCO, CA 94120-7880

g. Name of person served:

h. Address (number, street, city, and ZIP):

WILLIAM S. FARMER (046894)
COLLETTE & ERICKSON
555 CALIFORNIA ST #4360
SAN FRANCISCO, CA 94104

i. Name of person served:

j. Address (number, street, city, and ZIP):

List of names and addresses continued in attachment.

EXHIBIT 4

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

JERROLD BOSCOE, individually)
and dba WESTERN PACIFIC)
DEVELOPMENT SERVICES; and)
JEROME M. BOSCOE, individually)
and dba THE HASKELL COMPANY,)

Plaintiff(s),)

vs.)

HCV PACIFIC PARTNERS LLC, a)
limited liability company;)
PORT LUDLOW ASSOCIATES LLC, a)
limited liability company,)
RANDALL J. VERRUE and DOES 1)
through 10, inclusive,)

Defendant(s).)

COPY

No. 411531

VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION

OF

JERROLD BOSCOE

VOLUME III

9:45 A.M.

JUNE 12, 2003

200 SECOND AVENUE WEST

SEATTLE, WASHINGTON

PATSY D. JACOY, JA-CO-YP-D371K7

1 limited to some criminal defense and some personal
2 injury work?

3 A. It was a general, small office type legal
4 practice.

5 Q. I think you said the first day that it didn't
6 have anything to do with real estate work; is that
7 right?

8 A. I wasn't a real estate lawyer, no.

9 Q. Did you do any business organizational work?

10 A. I set up a couple of nonprofit homeowner
11 associations with George McKeon, and I can't remember
12 what else I did, if anything.

13 Q. You had had a previous work experience with
14 George McKeon at that time?

15 A. You mean when George was a client?

16 Q. When you had your law practice.

17 A. Yeah, I had had some working experience. We
18 were joint venture partners on a project in Sacramento
19 County.

20 Q. When did you leave the practice of law?

21 A. Formally I left it in, I think it was '71, I
22 think.

23 Q. Why did you leave the practice of law?

24 A. I wanted to move forward with my career in
25 real estate with George McKeon.

1 Q. Was there any other reason?

2 A. Not to me.

3 Q. Were you under investigation by the state bar
4 at that time?

5 A. No.

6 Q. Were you ever under investigation by the
7 state bar?

8 A. Not to my knowledge.

9 Q. Have you ever been convicted of a felony?

10 A. No.

11 Q. Were you under investigation for any crimes
12 at the time that you resigned from the practice of law?

13 A. Not to my knowledge.

14 Q. Have you ever had any discussions with Robert
15 Ketner about the requirement for having a broker's
16 license in the state of Washington in connection with
17 any kind of real estate transaction, intermediation?

18 A. Bob Ketner and I talked about the fact that
19 his license would be transferred to Western Pacific
20 Development Services on an as-needed and as-appropriate
21 basis. That would form one of the contributions
22 Mr. Ketner would make to our co-ventures if we needed
23 it. The same was true, by the way, in Oregon.

24 Q. With regard to Mr. Ketner having a license in
25 Oregon --

EXHIBIT 5

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

JERROLD BOSCOE, individually)
and dba WESTERN PACIFIC)
DEVELOPMENT SERVICES; and)
JEROME M. BOSCOE, individually))
and dba THE HASKELL COMPANY,)

COPY

Plaintiff(s),)

vs.)

No. 411531

HCV PACIFIC PARTNERS LLC, a)
limited liability company;)
PORT LUDLOW ASSOCIATES LLC, a)
limited liability company,)
RANDALL J. VERRUE and DOES 1)
through 10, inclusive,)

Defendant(s).)

VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION

OF

JERROLD BOSCOE

VOLUME I

9:00 A.M.

JUNE 10, 2003

200 SECOND AVENUE WEST

SEATTLE, WASHINGTON

PATSY D. JACOY, JA-CO-YP-D371K7

1 Company?

2 A. Yes.

3 Q. Could you tell the jury, please, who the
4 McKeon Company is.

5 A. The McKeon organization is -- at the time I
6 joined it was approximately an 85-year-old firm
7 domiciled in -- came out of the Mission District in San
8 Francisco. Mr. McKeon, George McKeon, was the third in
9 line of the male senior McKeons to manage and own the
10 company. It was a home-building company, principally.
11 We were also very much involved in redevelopment of
12 downtown Los Angeles, Phoenix, Chicago, San Mateo and
13 Sacramento.

14 Q. Did the McKeon Company have a national
15 reputation?

16 A. We were home builder of the year nationally
17 in 1969 and '70. We were the tenth largest for sale
18 builder in the world. We were the world's largest
19 builder of condominiums. We were the Bank of America's
20 single largest domestic account.

21 Q. What caused you to go with the McKeon
22 Company?

23 A. I loved the development and construction
24 industry, and George offered me that opportunity.

25 Q. And what did you do with the McKeon Company?

1 A. I started out as pickup and service worker.

2 Q. What is that?

3 A. Oh, that's where people call up and complain
4 about warranty, and you go out to their home and fix
5 the leaky plumbing or their drywall there might be a
6 problem with, electrical issues.

7 Q. What did you do after that?

8 A. I then went into the sales and leasing for
9 the San Diego division of McKeon.

10 Q. And what did that involve?

11 A. New home sales at Wintergarden Greens, a
12 development outside of El Cajon, California. And then
13 I progressed out of that area into construction as a
14 foreman and a superintendent for the San Diego
15 division, which was one of our larger divisions.

16 Q. Okay.

17 A. Then I progressed over to construction
18 manager for the southeast division, which was
19 Mississippi, Florida, Georgia. And then I returned
20 back to Los Angeles and took over as regional
21 administrator for Los Angeles County, Ventura County,
22 Indio County, Riverside and San Bernardino.

23 Q. And as regional administrator, what type of
24 activity were you involved in?

25 A. I oversaw all of the construction and sales

EXHIBIT 6

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

JERROLD BOSCOE, individually)
and dba WESTERN PACIFIC)
DEVELOPMENT SERVICES; and)
JEROME M. BOSCOE, individually))
and dba THE HASKELL COMPANY,)

Plaintiff(s),)

vs.)

HCV PACIFIC PARTNERS LLC, a)
limited liability company;)
PORT LUDLOW ASSOCIATES LLC, a)
limited liability company,)
RANDALL J. VERRUE and DOES 1)
through 10, inclusive,)

Defendant(s).)

COPY

No. 411531

VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION

OF

JERROLD BOSCOE

VOLUME III

9:45 A.M.

JUNE 12, 2003

200 SECOND AVENUE WEST

SEATTLE, WASHINGTON

PATSY D. JACOY, JA-CO-YP-D371K7

1 MR. FARMER: I figured if he could answer
2 that he was doing pretty good.

3 MR. KATZ: You now can join the team of
4 lawyers who have become inarticulate at inopportune
5 times during depositions.

6 (Discussion off the record.)

7 VIDEO OPERATOR: The time is 3:29 p.m. This
8 concludes tape number two in Volume III of the
9 deposition of Jerrold Boscoe.

10 (Recess taken.)

11 VIDEO OPERATOR: The time is 3:39 p.m. This
12 begins tape number three in Volume III of the
13 deposition of Jerrold Boscoe.

14 MR. KATZ: Earlier, Mr. Farmer, you asked him
15 whether he knew he was under investigation, and I think
16 his answer will be the same, but I would prefer some
17 clarification. So would you clarify your answer,
18 Mr. Boscoe.

19 A. I knew that a complaint had been filed
20 against me with the state bar, but I was unfamiliar
21 with whether there was any investigation ongoing
22 pursuant to that complaint.

23 Q. (BY MR. FARMER) In connection with that
24 complaint, did you or any representative of yours have
25 discussions with members or employees of the state bar

1 or the state bar investigative apparatus?

2 A. I don't know if they did.

3 Q. Did you have representation, a lawyer
4 representing you --

5 A. Yes.

6 Q. -- in connection with the state bar matter?

7 A. Yes.

8 Q. I'll refer to it as the state bar matter, if
9 that's okay, or complaint.

10 A. That's fine.

11 Q. What was the nature of the complaint?

12 A. That I had misappropriated monies that my
13 secretary had given me. She was with me as a
14 controller and office manager for four years or so.

15 Q. Were they client funds?

16 A. They were her funds.

17 Q. And how did she happen to give them to you?

18 A. To invest, and she was upset with how I
19 invested them.

20 Q. Did she complain to authorities other than
21 the state bar?

22 A. Not to my knowledge. After I let her go she
23 filed the complaint.

24 Q. Did you enter into any kind of agreement with
25 the state bar to resign with regard -- as a result of

1 the complaint and any investigation that may have
2 ensued from that?

3 A. I didn't enter into any agreement or
4 participate in any proceedings or any investigation
5 with the state bar. I paid her back her money.

6 Q. When was her complaint made in relation to
7 your resignation from the state bar?

8 A. About a year and a half before.

9 Q. Did her complaint have anything to do with
10 your decision to resign?

11 A. No. No.

12 Q. What was her name?

13 A. Elizabeth. Elizabeth -- Elizabeth. I can
14 get that name. I don't remember.

15 Q. Was any lawsuit filed in connection with her
16 concerns or her complaint?

17 A. Not to my knowledge.

18 Q. She didn't sue you at any time?

19 A. Not to my knowledge, that I know.

20 Q. How much money was at stake?

21 A. I think it was under 100,000.

22 Q. And what was the --

23 A. I think we paid her back over 100,000.

24 Q. Why did you pay her back?

25 A. Well, there was a claim that she wanted her

1 money back, and so I got it back to her. I gave it
2 back to her.

3 Q. What had you done with the money?

4 A. I had invested it in other opportunities that
5 I felt were appropriate and she didn't.

6 Q. Where was your office at this time?

7 A. Lake Tahoe and Downieville, California.

8 Q. Where at Lake Tahoe?

9 A. Tahoe City.

10 Q. Did you believe that you -- and when I say
11 you I mean Western Pacific Consulting, Inc. and later
12 Western Pacific Development Services -- needed a
13 broker's license in order to legally enter into the
14 transaction with HCV to be paid a success fee?

15 A. No, I didn't believe that.

16 Q. Did you give it any consideration?

17 A. Not that I recall.

18 Q. Do you have any understanding at this time as
19 to whether that's something that you needed to have;
20 that is, a broker's license in connection with the
21 HCV --

22 A. If I was paid a commission I would imagine I
23 would have to have that.

24 Q. Your understanding is if it's something other
25 than a commission, it doesn't constitute a broker's

PROOF OF SERVICE

Re: Case Name: Boscoe, et al. v. HCV Pacific Partners LLC, et al.
Court Case No.: 411531

I am employed in the City and County of San Francisco, California. I am over the age of eighteen (18) years and am not a party to the within cause; my business address is 555 California Street, Suite 4350, San Francisco, California 94104. On the date hereon, I served the foregoing document, described as:

DEFENDANTS' OPPOSITION TO PLAINTIFFS' MOTION IN LIMINE TO EXCLUDE EVIDENCE OF PLAINTIFFS' CALIFORNIA STATE BAR INVESTIGATION AND RESIGNATION AND UNRELATED LITIGATIONS, LIENS AND JUDGMENTS INVOLVING PLAINTIFF

on the following:

PLEASE SEE THE ATTACHED SERVICE LIST

___ **(By Mail)** By causing a true copy of said document(s), enclosed in a sealed envelope addressed as above and with postage thereon fully prepaid, to be placed in United States mail at San Francisco, California.

___ **(By Federal Express)** By causing a true copy of said document(s), enclosed in appropriate packaging and addressed as above and with delivery fee thereon fully prepaid, to be delivered to the Federal Express pickup station at 555 California Street, San Francisco, California, where said package was routinely accepted for next-day delivery.

X **(By Personal Service)** By causing a true copy of said document(s), enclosed in a sealed envelope and addressed as above, to be hand-delivered.

___ **(By Fax)** By causing a true copy of said document(s) to be transmitted by facsimile copying machine to the telephone numbers known by or represented to me to be the receiving telephone number for facsimile copy transmission of the parties/persons/firms listed above. The transmission was reported as complete and without error.

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

Executed on September 17, 2004, at San Francisco, California.


TAHLISE M. HINES

SERVICE LIST

Peter J. Hinton, Esq.
Hinton, Alfert & Sumner
1646 N. California Blvd., #600
Walnut Creek, CA 94596

Richard Katz, Esq.
Hinton, Alfert & Sumner
1646 N. California Blvd., #600
Walnut Creek, CA 94596