June 19, 2003

"ATTORNEY FOR ALIZE Gary Gough 1442 Irvine Blvd. Suite 125 Tustin, California 92780 Phone: 714-505-7020 Fax: 714-505-7022

To Gary Gough,

Your behavior is akin to a brain fart that came out of the Devil's feces chamber. Your demeanor is that of a worthless piece of spit. This is our reply to your empty name calling of us in your letter to us dated 6/13/03. If you are going to call people names at least tell the TRUTH like we do. We are thoroughly amazed at how your three paged letter is so charged with BULL CRAP!!! Is this the best that you can do you world class bully coward is conjure up biased "hear say" rumors from the non-credible witnesses of Alize's staff who will say any lie in order to keep their jobs? Where is your unbiased evidence?

You stated in your letter page 2, paragraph 4, that, I may run the serious risk of producing slander or libel and you gave us your unsolicited advice that we consult an attorney. Did you get your law degree from the House of Pancakes? You need to consult an attorney because, according to the LAW of defamation of character, it is only deemed SLANDER or LIBEL if what we say or write is FALSE. Also, the burden of proof is on you that we are lying and that we have caused monetary damage to Alize. The only way that you can prove that you are telling the truth is if you employ non-credible witnesses who commit perjury, pay off the local police who break the law, or bribe a corrupt judge who is in contempt of his own court. However, you are right about one thing, you will be more than happy to pervert anything that we say or write into something that it never ever was.

YOUR OWN WORDS CONTRADICT YOU. You stated in your letter page 1, paragraph 2, that, "ACCORDING TO ALIZE'S LEASE WE ARE NOT SUBJECT TO BE EVICTED WITHOUT JUST CAUSE". Then, throughout your letter you lie, slander, and libel our character by falsely claiming that, 1) "I demonstrated belligerent behavior" and 2) "My demeanor was abusive" and 3) "I was totally out of line" and 4) "I went far beyond what would be expected in a civilized disagreement" and 5) "My behavior was emotionally charged" and 6) "I felt I needed to advise your client's assistant manager that I would not throw any furniture at her or hit her" and 7) "The situation was volatile" and 8) "That we display anti-social behavior". [Reader's Note: Notice how this flunky attorney has to use adjectives to describe fictitious behavior versus verbs to describe factual actions as he has no factual evidence to substantiate his claims]. To support your claim did you find any broken furniture in the Alize Office? Did any of the Alize Staff produce any recent medical reports indicating bruises or broken bones? Did anyone file a police report against us? Where is your video camera recording what we said or did on 6/5/03 in the Alize Office? WOW! HOW DARE WE EXERCISE OUR FREEDOM OF SPEECH OR HUMAN RIGHTS IN A DIGNIFIED MANNER!!! FOR IF WE DO SO WE WILL BE VICTIMIZED BY THE PERPETRATOR'S SICK TWISTED IMAGINATION.

If what you say about us was true, then, according to Alize's Lease, we woulda, shoulda, coulda be evicted and immediately as ALIZE HAS JUST CAUSE TO EVICT US.

YOUR OWN WORDS CONTRADICT YOU. You said in your letter page 2, paragraph 5, that, "My client is legally obligated to honor the terms of the Lease". Ah! The bully coward wants his cake and desires to eat it too. If we are the potentially dangerous people that you claim we are, then why in the world woulda, shoulda, coulda Alize wish to retain us? As far as your comment goes, "To try to pressure my client into releasing you from the terms of the Lease", we reply as follows: If we were potentially dangerous people who are acting in a potentially violent manner in order to get out of our Lease then Alize woulda, shoulda, coulda let us go for Alize's own safety.

YOUR OWN WORDS CONTRADICT YOU. You said in your letter page 3, paragraph 1, that, "If

my client were to allow tenants who demonstrate anti-social behavior or attempt to damage the business of my client to break their Lease, it would only encourage more anti-social behavior or reward those who attempt to damage the business of my client". Why should we risk acting potentially dangerous so we can go to jail and/or be bankrupt by a lawsuit just to get out of our Lease that expires in eight months? ALIZE IS THE ANTI-SOCIAL ENTITY THAT IS TERRORIZING US BY MAKING IT AN UNSAFE ENVIRONMENT FOR US TO LIVE AND BY BEING VERBALLY ABUSIVE TOWARDS US JUST BECAUSE WE EXERCISE OUR FREEDOM OF SPEECH AND VOICED A LEGITIMATE COMPLAINT. Therefore, of course we want to leave, and immediately. No one in their right mind desires to live in a CONCENTRATION CAMP, especially when they have to pay rent to ADOLPH HITLER.

YOUR OWN WORDS CONTRADICT YOU. If it were so, that we are attempting to act in an anti-social behavior or attempting to damage Alize's business in order to break our Lease then the crucial question is why do we want to dissolve our Lease in the first place? We can well afford the rent. We aren't mentally ill or criminally insane. Things don't just happen in a vacuum. So you can't just claim that for no reason we suddenly want to have our Lease dissolved and so are acting in an anti-social behavior or attempting to damage Alize's business in order to do so.

YOUR OWN WORDS CONTRADICT YOU. You stated in your letter page 2, paragraph 4, that, "I am intrigued by the eloquence of your writing style..." and in your letter page 3, paragraph 2, that, "It is apparent to me that you are intelligent tenants." Yet you already have stated above that we are potentially threatening violent anti-social people. People who communicate use the truth to get what they need. People who tell lies resort to violence to get what they want.

Whether or not Alize is willing to dissolve Alize's Lease, after Alize's Lease expires, the bottom line is that we are LEAVING. So Alize loses.

YOU DISTORT THE TRUTH. You stated in your letter page 1, paragraph 3 that our intention was to QUIT the Alize's Lease early because we had issues with our CABLE TV. We never ever said that we intend to BREAK our Lease. We said that legally all parties pertaining to Alize's Lease can agree to DISSOLVE Alize's Lease. We said that we wish to dissolve Alize's Lease since we have issues with ALIZE.

YOU DISTORT THE TRUTH. You stated in your letter page 2 paragraph 1, that, "I am deeply disturbed that the situation was so volatile that you felt it necessary to warn my client's assistant manager that you would not attack her as if the assistant manager indeed felt threatened by your behavior". Then in your letter page 2, paragraph 2, you stated that, "Because of this...my client felt it necessary to call the Orange County Police Department. This was done to provide notice to the Orange County Police Department of a possible threat to one's life...to provide protection to my client's employees". If your client (Vanessa Nicholas) was not afraid then why did she call the police? The answer is that your client Vanessa Nicholas was not afraid since I never said any such things and because I acted in an assertive and calm manner, which any video camera would have clearly confirmed. She called the police for the sole purpose of vilifying us. Moreover, you stated in your letter page 2, paragraph 2, that the police came but we did not answer our door. How would you know? Are you our apartment's wall? It so happens we went to buy food after we left the Alize office on 6/5/03. If the police needed to talk to us why didn't they leave a note on our door? Furthermore, you stated in your letter page 2, paragraph 2, that, "I...strongly advised you to contact Deputy Sheriff Lisa Von Nordheim...to discuss the incident..." If the police wanted to talk to us, we were standing in the Alize parking lot when they pulled up to the Alize office. So why didn't they talk to us? I'll tell you why. They did not even recognize that we were the ones that Alize called them about as we were not the least bit agitated since we had done absolutely nothing wrong.

You said in your letter page 3, paragraph 3, that, "If you attempt to entire the Leasing Office or accost any of Alize's employees we will immediately call the police to have you removed from the premises." Why don't you have Alize put this in writing so we can SUE Alize for RETALIATION?

You said in your letter page 2, paragraph 3, that, "...this matter has not yet been resolved..." This

Page Three

is because you and Alize are not interested in resolving anything, only in making trouble by escalating everything.

Most Sincerely Yours,

Michael and Elana Laham 2 Enterprise, Apartment #8316 Aliso Viejo, CA 92656

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NO.	COMM.	PAGES	FILE	DURATION	X/R	IDENTIFICATION		DATE	TIME	DIAGNOSTIC
44	OK	003	143	00:00:26	XMT	a 27462		MAY-12	10:23	C107A2008BDD0
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57	OK	002	156	00:00:36	XMT	817145368942		MAY-20	07:00	0107A2000A070
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60	OK	001	159	00:00:28	RCV			MAY-20	11:38	0507C0000A070
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98	OK	004	197	00:00:42	RCV	LARRY TELLIER	JUN-04	14:20	C407C0009A070
99	OK	001	198	00:02:21	RCV		JUN-04	15:33	050FC00000070
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07	OK	001/001	206	00:00:39	XMT	8 819495463306	JUN-09	06:43	0107A20008030
08	OK	001/001	207	00:00:38	XMT	8 819495463306	JUN-09	07:25	0107A20008030
Ø9	OK	005	208	00:01:17	XMT	& 66884	JUN-09	09:57	C107A2009A030
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43	OK	005	242	00:03:07	XMT	8 817145057022	JUN-25	06:39	0107A2000A030 <i>)</i>
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GARY J. GOUGH

ATTORNEY AT LAW
1442 IRVINE BLVD., SUITE 125
TUSTIN, CALIFORNIA 92780

Telephone (714) 505-7020 Fax (714) 505-7022

June 13, 2003

Michael and Elana Laham 2 Enterprise, Apt. 8316 Aliso Viejo, CA 92656

Re: Your Tenancy at 2 Enterprise, Apt. 8316, Aliso Viejo, California 92656 (the "Premises")

Dear Mr. And Mrs. Laham:

This office represents the Alize Apartments, (the "Landlord") in all matters arising from your tenancy of the Premises referenced above.

As you are aware, there is a lease (the "Lease") between my client and yourselves covering the Premises for the term ending February 29, 2004. Because you have entered into this Lease and accepted a \$1,000.00 rent concession, during the term covered by the Lease, you are protected from rent increases for the term of the Lease and are not subject to being evicted without just cause. On the other hand, since you have agreed to the Lease, you have certain obligations, not the least of which is that you are obligated to continue to pay rent on the Premises through February 29, 2004. Early termination of the Lease on your part, would subject you to either (1) being liable for the remainder of the Lease until a suitable replacement tenant is found or (2) being liable for a lease break penalty in the amount of \$2,000.00. In either case, you will be liable for repaying the \$1,000.00 rent concession that you received when you took possession of the Premises.

There is no provision under the Lease or under the law for you to be excused from your obligations under the Lease because of the issues you may have with my client regarding the cable TV on the Premises.

I understand that you demonstrated belligerent behavior and your demeanor was abusive to employees of my client on or about June 5, 2003 when you confronted these employees in the office regarding various issues. I further understand that your behavior was totally out of line

and went far beyond what one would expect in a civilized disagreement on certain landlord and tenant issues. In fact, this behavior was so emotionally charged that I have been advised that Elana felt that it was necessary to advise my client's Assistant Manager that Elana would "not throw any furniture at her or hit her". Since I believe that there is no conceivable reason why Elana would be entitled to throw any furniture at or hit my client's employees, I am deeply disturbed that the situation was so volatile that Elana felt it necessary to warn my client's Assistant Manager that Elana would not attack her, as if the Assistant Manager indeed felt threatened by Elana's behavior.

Because of this and as you are well aware of, my client felt it necessary to call the Orange County Police Department. This was done to (1) provide notice to the Orange County Police Department of a possible threat to one's life or health (2) actually provide protection to my client's employees and (3) give you advance warning that any perceived threat would be dealt with quickly and decisively. I understand that when the police attempted to contact you to discuss the situation, you did not answer your door, which further aggravated the situation and no doubt, suggested to the police that you have something to hide. Please be aware that the police take this situation very seriously as should you. Because of this, I would strongly advise you to contact Deputy Sheriff Lisa Von Nordheim (#1778) at (949) 425-1800 to discuss the incident and at least give them your side of the dispute.

As this matter has not yet been resolved, I would suggest that you avoid coming into the offices of my client for the time being. Your response to this letter may be addressed to me at the office address and telephone number set forth in the letterhead of this letter.

B

X

In the meantime, I am aware of your recent letter of June 9, 2003 addressed to my client. On one hand, I applaud the fact that you have chosen to write, apparently recognizing the wisdom of avoiding a face-to-face confrontation with my client's employees. I am intrigued by the eloquence of your writing style and trust that this provides you with a much more professional and safer forum for expressing your grievances than talking face to face with my client's employees. As your main theme centers upon the necessity of being truthful, I trust that you will practice what you preach and exercise due care in being legally truthful (and not expressing mere unsupported or libelous opinion) in the signs you choose to display or the verbal opinions you choose to express. I do not believe it is necessary to point out to you that if you fail to exercise due care in what you say or write, you run a serious risk of incurring personal liability for slander or libel. If you feel motivated to "spread the word" on what you perceive to be unfair or grievous business practices, I would strongly suggest that you consult your own attorney to review what you intend to say or write. That advice alone can save you many thousands of dollars.

On the other hand, if your primary motivation in communicating what you believe to be damaging testimony is to try to pressure my client into releasing you from the terms of the Lease, I would strongly suggest that your efforts could be better spent elsewhere. You entered into a legally binding Lease to rent the Premises for a period of slightly over 12 months. My client is legally obligated to honor the terms of that Lease. You will be expected to do the same.

X.

I am sure you understand that if my client were to allow tenants who demonstrate antisocial behavior or attempt to damage the business of my client to break their lease, it would only encourage more antisocial behavior or reward those who attempt to damage the business of my client. Obviously, it is counterproductive for my client to give in to tenants who are only trying to make things difficult for my client.

X

It is apparent to me that you are intelligent tenants who can understand the necessity of my client to try to treat all tenants fairly and equitably. Please rest assured that if you attempt to break the terms of your lease, you will not be treated any differently than any other tenant who may choose to break the terms of their lease. You will be held liable for your actions and your commitments under the Lease. I trust you will conduct yourself accordingly.

To ensure the safety of the Alize office staff and to avoid any interruption of their business activities, my client has requested that you do not come to the leasing office until this matter is resolved. If you attempt to enter the leasing office or accost any of Alize's employees we will immediately call the police to have you removed from the premises.

Sincerely,

GARY J. GOUGH

Attorney at Law

GJG/ss

cc: Erin Hilgert

GARY J. GOUGH ATTORNEY AT LAW 1442 IRVINE BLVD., SUITE 125 TUSTIN, CALIFORNIA 92780



Michael & Elana Laham 2 Enterprise, Apt. 8316 Aliso Viejo, CA 92656