

1 Timothy J. Tatro, Cal. State Bar No. 175633
Peter A. Zamoyski, Cal. State Bar No. 185579
2 TATRO & ZAMOYSKI, LLP
12264 El Camino Real, Suite 400
3 Del Mar, CA 92130-3063
TEL: (858) 244-5032
4 FAX: (858) 847-0032

5 Attorneys for Plaintiff
DE ANZA COVE HOMEOWNERS
6 ASSOCIATION, INC.

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10 DE ANZA COVE HOMEOWNERS
ASSOCIATION, INC., a California non-profit
11 corporation,

12 Plaintiff,

13 v.

14 CITY OF SAN DIEGO, a California
municipality;
15 and DOES 1-100, inclusive,

16 Defendants.
17

Case No. GIC 821191

**DECLARATION OF CHRIS HAND OF
NATIONAL SECURITY SAN DIEGO**

18
19 I, CHRIS HAND, declare that:

20 1. I am an individual who manages and operates the entire San Diego region for National
21 Security. I make this declaration based upon personal knowledge and would and could
22 competently testify hereto in court if so requested.

23 2. National Security's San Diego office is located at 2515 Camino Del Ro South, Suite 217,
24 San Diego, CA 92108.

25 3. National Security was hired by De Anza Harbor Resort and Golf, LLC and its management
26 company Terra Vista ("DHRG") and began providing security services in approximately early
27 November 2003. At that time for DHRG, we provided security guards at the front entrance of the
28 mobilehome park, located at 2727 De Anza Road. We were told by DHRG that this was public

1 land and that public access to the park, beaches, and boardwalk was allowed. We were asked, in
2 essence, to simply give a security presence and to keep our eyes out for suspicious people.
3 Otherwise, we allowed people to freely come and go and for visitors to park their vehicles in the
4 overflow parking areas located both on the east and west sides of the Bay Club. We also made sure
5 that the gates in the short fence along the northern portion of the mobilehome park were open 24
6 hours a day to give residents and the public free access to and from the park.

7 4. Hawkeye Asset Management came onto the mobilehome park and began managing the
8 property starting on approximately November 24, 2003. Hawkeye approached National Security
9 and asked us to continue as the security company providing security guards for the park.

10 5. Hawkeye asked that our security services expand from what we had been doing for DHRG.
11 National Security provided 24-hour security with three shifts of two guards per shift.

12 6. When Hawkeye took over the management of the mobilehome park, Jim Kusic of Hawkeye
13 told me that the mobilehome park was no longer public land and was now "Private Property." A
14 sign was erected by Hawkeye at the entrance of the mobilehome park that reads:



15
16
17
18
19
20
21
22 7. Mr. Kusic informed us that we were to stop every vehicle that entered the mobilehome park.
23 I was told by Mr. Kusic that only mobilehome park residents were allowed to drive into the park
24 and that every driver had to show us their driver's license. We were told to inform anyone
25 attempting to enter the park that this was private property, and that nobody except park residents
26 and their visitors could access the park, beaches, and boardwalk.

27 8. If a person informed us that they were visiting a resident at the mobilehome park, Mr. Kusic
28 told the guards at National Security to demand and note: (1) the person's driver's license, (2) the

1 driver's home telephone number and address, (3) the vehicle's make, model, and license plate
2 number, and (4) the mobilehome space that the resident was visiting. Mr. Kosic also told us to take
3 photographs of every driver and car that looked suspicious or would not provide us identification.
4 We were also told to photograph any person who walked into the mobilehome park if they looked
5 suspicious or out-of-place.

6 9. Hawkeye told us that visitor parking was no longer permitted in the mobilehome park,
7 unless the visitor could park at the mobilehome space where they were visiting. Parking in the
8 overflow parking areas was no longer allowed by Hawkeye. We were told that people would have
9 to park in the Mission Bay parking lot, then walk into the mobilehome park through the entrance,
10 and walk to a resident's home.

11 10. Hawkeye also changed the access to the mobilehome park from the north. They had our
12 guards lock the gates and unlock them only for limited hours during the morning and late
13 afternoon.

14 11. A 10-foot fence with barbed wire on top was recently erected along the north side of the
15 mobilehome park, and a single gate placed in the fence. Hawkeye told us that they were putting up
16 the fence because people were hopping the existing fence when the gates were locked and breaking
17 the gates. We were not consulted about the construction of the 10-foot barbed-wire-topped fence.
18 Once the gate was made in the barbed-wire fence, we were again instructed by Hawkeye to keep
19 the gate locked except for limited hours during the morning and late afternoon.

20 12. Mr. Kosic also instructed National Security to have our guards travel through the
21 mobilehome park and stick "Warning No Parking—Towing" signs on vehicles in the overflow
22 parking areas:



1 13. In addition, he told us that we needed to be very strict by sticking the ‘Tow Away’ signs
2 on all vehicles throughout the mobilehome park, regardless of however slight the parking violation.
3 For example, he wanted our guards to make sure to post these signs on residents’ cars even if just a
4 slight portion of the car was extending from the resident’s space over the roadway gutter. Our
5 guards received numerous complaints from residents.

6 14. In approximately February 2004, Mr. Kasic was agitated and told us that we were not being
7 aggressive enough. He wanted more ‘Tow Away’ stickers applied by our guards. He strongly
8 emphasized that we needed to stop every vehicle and take down all the information that he had
9 requested. He also said that our guards needed to take more photographs of the cars entering the
10 mobilehome park. Mr. Kasic told me that, even if there was a line of cars out to the road along
11 Mission Bay, he didn’t care—we were to stop every car and take all this information down. Our
12 guards felt, almost universally, uncomfortable with Mr. Kasic’s requests that we act more
13 aggressively regarding taking more photographs of people and their cars, taking down each driver’s
14 full personal information, and ticketing parked cars.

15 15. In February 2004, Hawkeye also decided to put in a series of speed bumps, I believe five or
16 more, at the entrance of the mobilehome park, and another series of speed bumps for the exit lane
17 from the mobilehome park. Hawkeye also recently installed a number of ultra-bright klieg lights
18 along the entrance of the mobilehome park. Despite the fact that our guards were the ones at the
19 front entrance, neither I nor National Security was ever consulted about the speed bumps or lights
20 that would be installed. We requested only one or two speed bumps, if possible, at the entrance. In
21 our opinion, the number and type of speed bumps and klieg lights were excessive and severe. One
22 or two speed bumps, at most, are all that are justified based on what our company experienced at
23 the entrance to the mobilehome park.

24 16. Importantly, neither I nor National Security was ever told by Mr. Kasic or anyone at
25 Hawkeye that there were any Court orders or that the status quo was supposed to have been
26 preserved. Hawkeye never told us that there was a Temporary Restraining Order, issued on
27 November 21, 2003, or a Preliminary Injunction. We had no idea about these Court orders. To the
28 contrary, we simply accepted as true that the mobilehome park had been converted to Private

1 Property and that Hawkeye could create whatever rules it decided and could enforce those rules as
2 it chose. We simply tried to follow the instructions, within reason, that Hawkeye gave us.

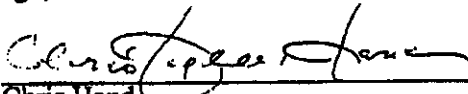
3 17. I learned from Hawkeye that as of April 1, 2004, National Security will no longer provide
4 security at the mobilehome park. No reason was provided in the letter sent by Hawkeye and
5 Mr. Kasic did not return my three telephone messages. Days later, Ms. Tere Catalano called me
6 and told me that we hadn't been doing our job properly, would not tell me any specific matter that
7 wasn't done properly, told me that residents were complaining about us, and added that Hawkeye
8 wanted a security company with "more experience with these matters" whose guards were armed.

9 18. Although my company, National Security, can provide guards who are licensed to carry
10 firearms, it is my professional opinion that armed guards are not needed at the mobilehome park.
11 The reasons for this are simple and based on our first-hand knowledge of the security issues at the
12 mobilehome park since early November 2003. Since our company began providing security at the
13 mobilehome park, there has not been a single incident involving a weapon. There have been no
14 reports by my guards of the need to have armed guards present, and there have been no reports of
15 any situation where someone has been armed with a knife, gun, or any other kind of weapon. In
16 fact, since we began providing security at the mobilehome park in November 2003, there has been
17 only one physical confrontation—with a non-resident. In my experience, armed guards are
18 sometimes needed to guard banks and significant amounts of money—not a mobilehome park with
19 mostly elderly residents.

20 19. The collective opinion of my security guards and myself is that Hawkeye Asset
21 Management was and is being too aggressive with park residents. It appears that the over-
22 aggressiveness is purposely designed to make the residents upset and want to move out.

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

25 Executed on March 2, 2004 at San Diego, California.

26 
27 Chris Hand