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6 Attorneys for Defendants  
CC-LA JOLLA, INC., CC-LA JOLLA, L.L.C.,  
7 CC-DEVELOPMENT GROUP, INC.,  
CLASSIC RESIDENCE MANAGEMENT  
8 LIMITED PARTNERSHIP

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SAN DIEGO

11 DONALD R. SHORT, JAMES F. GLEASON,  
12 CASEY MEEHAN, MARILYN SHORT,  
PATTY WESTERVELT, AND DOTTIE  
13 YELLE, individually, and on behalf of all others  
similarly situated,

14 Plaintiff,

15 v.

16 CC-LA JOLLA, Inc., a Delaware Corporation,  
17 CC-LA JOLLA, L.L.C., a Delaware limited  
liability company, CC-DEVELOPMENT  
18 GROUP, INC., CLASSIC RESIDENCE  
MANAGEMENT LIMITED PARTNERSHIP, an  
19 Illinois Limited Partnership, and DOES 1 to 110,  
inclusive,

20 Defendants.  
21

Case No. GIC877707

**DECLARATION OF MARY  
FUJIMOTO IN SUPPORT OF  
DEFENDANTS' OPPOSITION TO  
PLAINTIFFS' MOTION FOR  
CLASS CERTIFICATION**

Judge: Hon. Yuri Hofmann  
Dept: C-60

Date Action Filed: December 29, 2006  
Trial Date: Not yet set

1 I, Mary Fujimoto, declare as follows:

2 1. I am a resident at La Jolla Village Towers, a Classic Residence by Hyatt, where I have  
3 lived for over eighteen months, since Spring 2006. I have personal knowledge of the facts set forth  
4 below and if called upon, could and would competently attest to them.

5 2. During the summer of 1993 (much before the property was purchased by Classic  
6 Residence by Hyatt in 1998), my neighbor (Luana Roberts) and I received a mailing inviting us to a  
7 gathering/reception for the projected La Jolla Village Towers, a new retirement community soon to be  
8 built in our area. I lived in a 5 bedroom, 3-1/2 bath ranch home in La Jolla, overlooking La Jolla  
9 Cove and a spectacular ocean view. I was not quite ready to consider a retirement community but my  
10 neighbor was, so we decided to go. Through numerous gatherings where we were even served lunch  
11 (offices were in trailers with a replica of how the apartments would look as well as a large scale model  
12 of the two towers with a care center in the middle) we were given all information by the sales staff. I  
13 watched the construction of La Jolla Village Towers, taking pictures of the progress of construction to  
14 send to our cousin in South Lake Tahoe (recently widowed) who showed interest and was planning to  
15 visit us in San Diego to consider one of the retirement places for herself.

16 3. Our cousin, Martha T. Moore, selected an apartment on the 18th floor of La Jolla  
17 Village Towers, after visiting White Sands, Pacific Regents and several others in the area. She  
18 decided on La Jolla Village Towers because of its location and because the plans for the Towers  
19 included an on-site, affiliated care center. In the fall of 1996, when the Towers opened, Martha  
20 moved into her lovely apartment (1808). She took advantage of all the activities and enjoyed new  
21 friends and her new life here. Most of the one bedrooms were empty—she had only one neighbor  
22 (1812) down her hall, and the building was not fully occupied. We were invited each month for  
23 dinner (the meals were always wonderful) and we, in turn, invited Martha and her friends for dinner at  
24 our home. Martha and I became close and when I separated from my husband (her cousin) in late  
25 1996, she helped me by inviting me often to the Towers and I, in turn, invited her to my new home, a  
26 townhouse nearby in La Jolla.

27 4. Martha was very grateful when Classic Residence by Hyatt purchased the property  
28 following the bankruptcy in 1998, and liked all the many changes made by Hyatt. I was impressed

1 with the many changes that I saw made by Classic Residence by Hyatt and especially the elegant  
2 meals and the way the place was being managed. There was security which was not there before and  
3 exciting plans to build the care center— making it even more a place where I would want to live. The  
4 whole place took on an elegant appearance and it was exciting to watch.

5         5. I became Martha's trustee in the fall of 1999. I also had Durable Power of Attorney  
6 for Healthcare, and therefore, in 2001, moved Martha into the care center at the Community since she  
7 was diagnosed with Alzheimer's Disease. Classic Residence by Hyatt made it possible with Kelly  
8 Parkins' help, to get Martha's apartment emptied (donating, storing and some choice furniture moved  
9 into the one bedroom apartment at the care center to appear like her old apartment). From that point  
10 on, I have hosted our local La Jolla AARP Chapter meetings at the Towers for marketing gatherings  
11 including lunch, conducted by Ms. Parkins. Ms. Parkins handled these gatherings so well that all the  
12 questions asked by the attendees were answered to their satisfaction and all were impressed by the  
13 tour of the Towers as well as the care center. Through these gatherings we always had one or two out  
14 of the group move into the Towers. The first of these gatherings was held in May, 2002 (Janice  
15 Powell and her husband, now deceased, moved into the Towers from this group) and a mixed plus  
16 AARP group held in 2004, and the last with my friends from political and various groups in  
17 September 2005, two signed up for the new Towers. I also placed a deposit in Towers II.

18         6. In late 2005, I had a very bad fall while living on my own in La Jolla. I decided that it  
19 was not a good idea to continue living alone and I made a decision to move to the Community. My  
20 main reason for coming to the Community was because of the promise of long term care in the care  
21 center at the same monthly rate that I would pay for my Independent Living Apartment, plus any  
22 associated monthly fee increases, and my children will not have to worry about me.

23         7. Ms. Parkins was my sales representative at La Jolla Village Towers. I brought my  
24 neighbor who placed a deposit on the new Towers as well as a friend (Margie Shafer) who had already  
25 placed a deposit in a Rancho Bernardo continuing care facility and said she would never live in a  
26 high-rise building. I insisted she see the Towers and brought her to Ms. Parkins and that same day she  
27 selected 1907, did all her paperwork with Ms. Parkins, and decided to sell her place in La Jolla.  
28 Margie has never regretted moving here, even though all her deposit money from Rancho Bernardo

1 was not returned. In turn, she pressured me to move to the Towers, which I finally did last year after  
2 placing my deposit in the fall of 2005. Like so many other residents, I had my deposit in Tower II  
3 even though I moved into Tower I.

4 8. Prior to making the decision to move to the Community, I had the opportunity to  
5 compare several other continuing care communities including Wessley Palms, White Sands, Pacific  
6 Regents, a facility in the Carlsbad area, facilities in the Palo Alto area, and facilities in the Los  
7 Angeles area. Nothing compared to Classic Residence by Hyatt at La Jolla Village Towers. In my  
8 opinion this Community was, by far, the very best - nothing compares with it.

9 9. When I decided to become a resident of the Community, I did not make that decision  
10 based on any representations contained in brochures or other marketing materials or on any  
11 representations made to me by the sales department that I later determined to be false. In fact, I do not  
12 think that I scrutinized any of the materials that I was given because I trusted Classic Residence by  
13 Hyatt and Ms. Parkins. I have never felt that I was misled in any manner by any representative of  
14 Classic Residence by Hyatt when deciding to come to the Community.

15 10. I was never told, nor was it my understanding, that a portion of my entrance fees for  
16 the Community would be set aside in a separate account for pre-paid long-term care. Rather, I  
17 understood that that the payment of my entrance fee entitled me to reside in the Towers as long as I  
18 am able to do so, while paying the set monthly fee for my apartment, and then be allowed to move to  
19 the care center, if necessary, and receive care in the care center for the rest of my life, while  
20 continuing to pay the same monthly fees I would have paid for my apartment in the Towers.

21 11. I understood that my monthly fees could be raised by Classic Residence by Hyatt upon  
22 30 days notice, as set forth in our contract.

23 12. Since I joined the Community, there has never been a service offering independent  
24 living residents 24-hour emergency medical response from an on-site nurse. The fact that Martha (our  
25 cousin), in the 3-1/2 years she had spent in the care center, always had a registered nurse on a 24-hr  
26 basis covering all floors, was most reassuring. The night she passed away, I had a call around 2:30  
27 am, asking that I come right away because she was slipping away. I arrived in 15 minutes, just before  
28 she expired. After working for medical groups for over 15 years, my feelings are that I would get

1 myself over to Emergency Room care where they are fully equipped to treat me rather than wasting  
2 my time (and even dying) in getting a nurse to check me out first. I find that you can get the services  
3 of quick emergency response that you pay for on a monthly basis—patients at the care center have  
4 them. I have never had a problem with the current emergency response program. When I fell in the  
5 garage, my ex-husband, George, who also resides here at the Towers, took me to Urgent Care at  
6 UCSD nearby. It's very comforting to think we are so close to all these medical facilities. Otherwise,  
7 an ambulance would have been called.

8       13. I have not received services from the care center. However, my cousin, who is now  
9 deceased, spent 3 ½ years at the care center between 2001 and the time of her death in June, 2005.  
10 My cousin suffered from Alzheimer's Disease. I visited her regularly and spent a great deal of time  
11 with her in the care center. My impressions of the care center were very positive and I believe that the  
12 quality of care my cousin received in the care center was very high. My son is a doctor in Northern  
13 California. He visited the care center when my cousin was living there and said that this was the  
14 nicest such facility he had ever seen. The nurses in the care center took good care of her. I had no  
15 problems communicating with or understanding any of the caregivers at the care center nor did I feel  
16 that the care center was understaffed. I hired a private duty aide for less than a month following her  
17 second hip fracture surgery (less than 7 hrs. a day) but there was no need for additional help during  
18 the years that followed. I do not believe that anyone ever told her that she would need to hire a private  
19 duty aide to provide assistance.

20       14. The construction at the Community was well under way when I moved here. In fact,  
21 one of the reasons that I decided to move here was that I anticipated the Community to be even nicer  
22 than before as a result of the ongoing construction. In 2004, I put a deposit even though certain  
23 facilities at the Community have been impacted by construction, my experience is that management  
24 has gone out of their way to minimize any associated inconveniences. For example, all residents have  
25 been offered complimentary passes (and transportation) to the Hyatt Aventine sports and swimming  
26 facility during the construction because of the effects that construction has had on the Community  
27 pool and exercise facilities. I have not had any problems with noise or dirt during construction.  
28

1           15.     I have not had reason to believe that the Community has failed to be diligent about  
2 keeping expenses and residents' fees to a minimum. I understand that any increases in monthly fees  
3 have been warranted and necessary.

4           16.     I consider my living environment at the Community to be luxurious. Even with the  
5 current inconvenience of construction, my expectations of living in a luxury residential community are  
6 being met. The Community has been diligent about keeping construction-related disruptions to a  
7 minimum in order to preserve the luxurious atmosphere of our Community.

8           17.     Since becoming a resident of the Community in Spring 2006, I have been a member of  
9 the Visiting Committee, the Community investment group, took part in weekly exercise classes, and  
10 the Linus Group (which provides blankets to premature babies in local hospitals).

11          18.     I have been very happy and satisfied as a resident of this Community. My only  
12 dissatisfaction has arisen since the lawsuit was filed against the Community. Since the filing, the  
13 residents in the Community have become more divisive. This makes me very sad because, at one  
14 time, we all enjoyed each other so much. Things have changed. Some residents in favor of the  
15 Plaintiffs' position in the lawsuit have even been canvassing residents to support the lawsuit in the  
16 Community dining room. It is my understanding that most people who have signed petitions in favor  
17 of the lawsuit have not reviewed all of the legal documents and are not knowledgeable about the  
18 issues involved in the litigation. The outcome of receiving money is all I hear.

19          19.     I have reviewed the Third Amended Complaint filed in this action, and all the exhibits  
20 to that complaint. Those documents do not contain any false statements that I relied on to decide to  
21 sign the contract and move to the Community.

22          20.     Prior to reviewing the Third Amended Complaint, I had never seen Exhibits 1, 2, 3, 4,  
23 5, and 6 to the Third Amended Complaint. Not only do all of these documents pre-date my residency  
24 at the Community, I also did not see these documents in my earlier involvement in the Community.

25          21.     Prior to reviewing the Third Amended Complaint, I do not recall ever seeing the  
26 marketing documents attached as Exhibits 7 and 9 to the Third Amended Complaint.

1           22.    I do not recall seeing or receiving the Resident Handbook Addendum attached as  
2 Exhibit 8 to the Third Amended Complaint.

3           23.    Prior to reviewing the Third Amended Complaint, I had never seen the website print  
4 outs attached as Exhibit 10, 11 and 12 to the Third Amended Complaint. In fact, I have never visited  
5 the Classic Residence by Hyatt website.

6           I declare under penalty of perjury under the laws of the State of California that the above is  
7 true and correct, and that this Declaration was executed at San Diego, California, on this 29<sup>th</sup> day of  
8 November, 2007.

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11 By: Mary G. Fujimoto  
12 Mary Fujimoto  
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