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Attorney for Plaintiffs Steven and Suzanne Rogers-Dial, and Automotive Specialists, LLC

**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF CALIFORNIA**

STEVEN ROGERS-DIAL, an individual;  
SUZANNE ROGERS-DIAL, an individual,  
and AUTOMOTIVE SPECIALISTS, LLC,  
a California limited liability company;

Plaintiffs

vs.

RINCON BAND OF LUISEÑO INDIANS;  
BO MAZZETTI; STEPHANIE SPENCER;  
CHARLES KOLB; STEVE STALLINGS;  
KENNY KOLB; AND DOES 6-25;

Defendants

Case No. 10 CV 2656 - WQH(POR)

**DECLARATION OF ROBERT MORENO  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR PRELIMINARY INJUNCTION**

**DECLARATION OF ROBERT MORENO**

I, Robert Moreno, declare:

1. I am over the age of eighteen and have personal knowledge of the following facts. If called upon to testify to such facts, I could and would competently do so.

- 1 2. My business, known as Automotive Specialists, LLC ("AUTOMOTIVE  
2 SPECIALISTS"), is a California limited liability company owned by me.  
3 AUTOMOTIVE SPECIALISTS has been doing business on the non-tribal-owned land  
4 located at 33777 Valley Center Road, Valley Center, California 92082 ("Property"), within  
5 the County of San Diego, since 2004. Adjoining my leasehold interest is the property  
6 occupied by co-Plaintiffs ROGERS-DIAL, where they reside and were operating a  
7 business on the Property known as S & S Dump Truck Service, Inc.
- 8 3. AUTOMOTIVE SPECIALISTS has been leasing and doing business on the Property  
9 for about seven years, pursuant to lease agreements with Marvin Donius ("Donius"),  
10 our landlord. My company is in the business of providing towing and impound services  
11 for various law enforcement agencies, including the California Highway Patrol and the San  
12 Diego County Sheriff's Department. AUTOMOTIVE SPECIALISTS also provides  
13 emergency roadside vehicle assistance and towing on behalf of the Southern California  
14 Automobile Club ("AAA").  
15
- 16 4. However, once the Defendants placed concrete barriers in front of the  
17 AUTOMOTIVE SPECIALISTS business, effectively blocking the access to my company's  
18 storage lot, we were prevented from removing or bringing any vehicles onto the Property.  
19
- 20 5. I understand that before Defendants began making their specious claims about oil leaking  
21 from impounded vehicles, they claimed that an environmental harm existed because  
22 of the burned debris that remained after the local, and devastating, fires of October  
23 2007. It is my belief that after the fires ended, the debris was removed, and any residual  
24 fire damage has been removed and/or repaired.  
25

1 6. I further understand that the Defendants have also claimed that environmental harm is  
2 being caused by AUTOMOTIVE SPECIALISTS because of supposedly leaking oil from  
3 impounded vehicles on the AUTOMOTIVE SPECIALISTS' Property. This is not true.  
4 The vehicles typically remain impounded for short periods of time, before being retrieved  
5 by their owners. Not only are these vehicles usually not "junk yard-type" cars, but within  
6 AUTOMOTIVE SPECIALISTS' lot the impounded cars are parked in Plaintiff's facility on  
7 concrete. Even if some drops of oil were to leak from an engine, the oil would remain on  
8 the concrete. In fact, concrete is generally impervious to the movement of liquids  
9 through its surface. If necessary, Plaintiffs are prepared to offer expert testimony  
10 confirming that it is not possible for any claimed oil leakage to travel through the concrete  
11 and down into any aquifer that may be below. In other words, there is no basis or merit to  
12 the claim that AUTOMOTIVE SPECIALISTS is causing harm to the underground water  
13 supply of Defendants' adjoining land.  
14

15 7. As another example of Defendants' wrongful conduct, during the summer of 2009  
16 Defendants, and/or individuals acting on their behalf, used a chain saw to cut down the  
17 main business sign, about 10' x 10' in size, which was on the Property. Defendants also  
18 took down and removed the business sign of AUTOMOTIVE SPECIALISTS, which was  
19 located on AUTOMOTIVE SPECIALISTS' leased Property. I personally witnessed these  
20 actions by Defendants, as they occurred. After these incidents, I filed a report with the  
21 San Diego County Sheriff's Department at their Valley Center Substation.  
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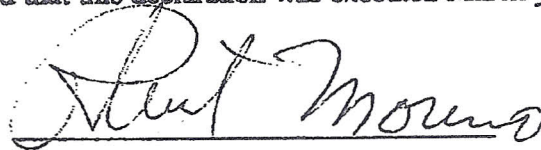


- 1  
2 8. After Defendants obtained their preliminary injunction, the Defendants erected concrete  
3 barriers, which were chained together, which effectively blocked the Plaintiffs, including  
4 AUTOMOTIVE SPECIALISTS from entering or leaving the Property in their vehicles,  
5 including their residence and respective places of business. These concrete barriers  
6 presently remain in place. On September 29, 2010, I sent a letter to the attorney for  
7 our landlord, complaining that Defendants' actions will force my company to go out of  
8 business. A true and correct copy of this letter was attached to and incorporated into  
9 Plaintiffs' First Amended Complaint as Exhibit "C".  
10
- 11 9. I believe that the Defendants have been, and continue to be, engaged in a systematic  
12 effort to force my company and the other Plaintiffs off of the Property, and to thereby  
13 become able to acquire the Property. Defendants are continuing with this effort,  
14 notwithstanding my company's lawful and binding leasehold interest. The increasing  
15 harm to AUTOMOTIVE SPECIALISTS, as well as to the other Plaintiffs, is a matter of  
16 serious concern. Needless to say, the emotions and anger on the part of Plaintiffs are  
17 growing, and have now reached a critical point as Defendants try to increase their  
18 stranglehold on Plaintiffs.  
19
- 20 10. The immediate injuries to be sustained by the Plaintiffs should the Court not enjoin  
21 the Defendants from their actions include the destruction of the business of  
22 AUTOMOTIVE SPECIALISTS', which has been operated on the Property. I have  
23 already been advised by the California Highway Patrol and the San Diego County Sheriff's  
24 Department that the towing and impound agreements between AUTOMOTIVE  
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1 SPECIALISTS and these law enforcement agencies will be terminated if  
2 AUTOMOTIVE SPECIALISTS' cannot resume use of its leased Property.

3 11. For the above reasons, I respectfully ask the Court to temporarily enjoin, as soon as  
4 possible, the Defendants from continuing their blockade of the Property. In the absence  
5 of such an order, AUTOMOTIVE SPECIALISTS cannot remain in business.

6 12. I declare, under the penalty of perjury under the laws of the State of California, that  
7 the foregoing is true and correct, and that this declaration was executed March 17, 2011,  
8 at Valley Center, California.  
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11 Robert Moreno, Declarant  
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