

STEEFEL, LEVITT & WEISS

A PROFESSIONAL CORPORATION
ONE EMBARCADERO CENTER - 30TH FLOOR - SAN FRANCISCO, CA 94111-3719
Telephone: (415) 788-0900 · Facsimile: (415) 788-2019

1 MICHAEL J. COFFINO (State Bar No. 88109)
2 DAVID T. VANALEK (State Bar No. 197810)
3 STEEFEL, LEVITT & WEISS
4 A Professional Corporation
5 One Embarcadero Center, 30th Floor
6 San Francisco, CA 94111-3719
7 Telephone: (415) 788-0900
8 Facsimile: (415) 788-2019
9 E-mail: mcoffino@steefel.com; dvanalek@steefel.com

6 Attorneys for Defendants
7 AMERICAN GREETINGS CORPORATION and EGREETINGS
8 NETWORK, INC.

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

12 BLICKMAN TURKUS, L.P., dba BT
13 COMMERCIAL REAL ESTATE, a
14 California limited partnership,

14 Plaintiff,

15 v.

16 EGREETINGS NETWORK, INC., aka
17 Egreetings, a Delaware corporation, and
18 AMERICAN GREETINGS
19 CORPORATION, an Ohio corporation,

18 Defendants.

CASE NO. C 05-1091 MJJ

**DECLARATION OF COLLEEN
WILLIAMS IN SUPPORT OF
DEFENDANTS' MOTION FOR PARTIAL
SUMMARY JUDGMENT**

Date: September 13, 2005

Time: 9:30 a.m.

Location: Courtroom 11, 19th Floor

Judge: Hon. Martin J. Jenkins

20 I, Colleen Williams, declare as follows:

21 1. During the period February 2002 and August 2004, on behalf of Egreetings
22 Network, Inc., I had various responsibilities regarding the leasing of property located at 149 New
23 Montgomery, San Francisco, California for Egreetings Network, Inc., a defendant in this action.
24 These included the master lease, agreements for subletting the leased premises at 149 New
25 Montgomery, and agreements with brokers to sublet the property. As such, I am familiar with the
26 various documents that the parties signed in connection with the lease of the property located at
27 149 New Montgomery. In addition, I was responsible for the day-to-day communications
28

1 regarding leasing and subleasing issues that arose in connection with property located at 149 New
2 Montgomery, including sublease proposals and agreements. As a result, the facts set forth in this
3 declaration are based upon my personal knowledge, and if called upon to testify as to the truth of
4 those facts, I could and would competently do so.

5 2. On or about April 13, 1999, Egreetings Network, Inc. (“EGN”), as Tenant,
6 and Jonathan Parker, Thomas M. Monahan, Harold Parker Properties, L.P., and Harold A. Parker,
7 Trustee, and Gertrud V. Parker, Trustee, of the Harold A. Parker Company Trust dated May 11,
8 1988, as Landlord, entered into a 10-year commercial lease concerning certain portions of the
9 office building located at 149 New Montgomery Street in San Francisco, California (“Master
10 Lease”). Attached to this declaration as Exhibit A is a true and correct copy of the Master Lease.

11 3. In October 1999 and March 2000, the Landlord and EGN amended the
12 Master Lease to add more space to the leased premises. Attached to this declaration as Exhibits B
13 and C, respectively, are true and correct copies of those amendments to the Master Lease.

14 4. On or about March 19, 2001, EGN and Blickman Turkus, which is also
15 known as BT Commercial Real Estate Services, the Plaintiff in this action, entered into an
16 Exclusive Subleasing Agreement (“Subleasing Agreement”). The Subleasing Agreement had an
17 original expiration date of October 1, 2001. Attached to this declaration as Exhibit D is a true and
18 correct copy of the Subleasing Agreement.

19 5. In October 2001, the parties entered into an Extension of the Exclusive
20 Subleasing Agreement, which changed the expiration date of the Subleasing Agreement to March
21 31, 2002 (“First Extension”). Attached to this declaration as Exhibit E is a true and correct copy
22 of the First Extension of the Subleasing Agreement.

23 6. On or about April 18, 2002, EGN and Plaintiff signed a second Extension
24 of the Subleasing Agreement, which moved the expiration date to December 31, 2002 (“Second
25 Extension”). The parties also amended paragraph 6 regarding commissions and the Schedule of
26 Sublease Commissions. Attached to this declaration as Exhibit F is a true and correct copy of the
27 Second Extension of the Subleasing Agreement.

28 7. Near the end of December 2002, EGN and Plaintiff signed a final
Declaration of Williams In Support Of Defendants’ Motion For Partial Summary Judgment (No.C 05-1091
MJJ)

1 Extension of the Subleasing Agreement (“Final Extension”), which changed the expiration date to
2 September 30, 2003. The Final Extension also amended paragraph 6 regarding commissions and
3 the Schedule of Sublease Commissions. Attached to this declaration as Exhibit G is a true and
4 correct copy of the Final Extension of the Subleasing Agreement.

5 8. In March 2003, Plaintiff presented and EGN accepted a sublease proposal
6 for Howard S. Wright Construction Company (“Wright Construction Sublease”). Thereafter,
7 EGN never entered into another sublease agreement with a subtenant at the property. Attached to
8 this declaration as Exhibit H is a true and correct copy of the Wright Construction Sublease.

9 9. On or about July 31, 2003 and August 7, 2003, Plaintiff presented to me
10 sublease proposals from two cooperating brokers: one from Transwestern Commercial Services
11 on behalf of the proposed subtenant Godfrey Q & Partners and one from MSB Partners on behalf
12 of proposed subtenant Woodberry Events. Attached to this declaration as Exhibits I and J,
13 respectively, are true and correct copies of these sublease proposals.

14 10. In late August 2003, I asked Plaintiff to temporarily suspend marketing
15 efforts for the leased premises.

16 11. At no time did I ever receive an abandonment notice regarding the Master
17 Lease and leased premises from the Landlord.

18 12. At no time did I receive a written acceptance of any surrender of the leased
19 premises from the Landlord.

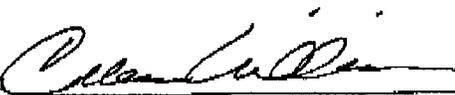
20 13. At no time prior to December 29, 2003 did I become aware of the
21 Landlord’s taking any action to take away or limit EGN’s exclusive possession of the premises.

22 14. On or about September 14, 2004, and again on October 22, 2004, Plaintiff
23 sent a letter and invoice concerning a purported unpaid commission in the amount of
24 \$127,209.78. Attached to this declaration as Exhibits K and L, respectively, are true and correct
25 copies of the letter and invoice.

26 //
27 //
28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under penalty of perjury under the laws of the state of California and under the laws of the United States of America that the foregoing is true and correct and that I executed this declaration this 8 day of August 2005, in Cleveland, Ohio.

By 
Colleen Williams