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DAYLIGHT CHEMICAL INFORMATION SYSTEMS, INC. AND DR. YOSEF
6 TAITZ

7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 CHARLES EDWARD LINCOLN, III,

12 Plaintiff,

13 vs.

14 DAYLIGHT CHEMICAL
INFORMATION SYSTEMS,
15 INCORPORATED, YOSEF TAITZ,
ORLY TAITZ, INC., APPEALING
16 DENTISTRY, LAW OFFICE OF
ORLY TAITZ (RICO ENTERPRISE),
17 DR. ORLY TAITZ, ESQ., D.D.S., J.D.,
DEFEND OUR FREEDOMS
18 FOUNDATION, AND
ALL JOHN AND JANE DOES 1-10,

19 Defendants.
20
21

) Case No. SACV10-1573 AG (PLAx)

) **DEFENDANTS, DAYLIGHT
CHEMICAL INFORMATION
SYSTEMS AND YOSEF TAITZ'
AMENDED NOTICE OF MOTION
TO DISMISS PURSUANT TO
FEDERAL RULE OF CIVIL
PROCEDURE 12(b)(1) & (6)**

) **Date : January 10, 2011
Time : 10:00 a.m.
Crtrm : "10D"**

) First Amended Complaint filed: 11/05/10

22
23 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:

24 PLEASE TAKE NOTICE that Defendants, DAYLIGHT CHEMICAL
25 INFORMATION SYSTEMS, INC. and YOSEF TAITZ (collectively "Defendants")
26 hereby file this Amended Notice of Motion to include the Table of Contents and the
27 Table of Authorities required by Local Rule 11-8, which were inadvertently omitted

28 ///

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1 when Defendants filed their Motion to Dismiss (entered in the Court file as
2 Document No. 6) on December 13, 2010. Attached hereto as Exhibit "A" are the
3 Table of Contents and Table of Authorities for Defendants' Motion to Dismiss.
4

5 Dated: December 16, 2010

Respectfully submitted,

6 BRADLEY & GMELICH

7
8 By: Arnold S. Levine
Jonathan A. Ross
9 Arnold S. Levine

10 Attorneys for Defendants, DAYLIGHT
11 CHEMICAL INFORMATION SYSTEMS,
12 INC. AND DR. YOSEF TAITZ
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Exhibit “A”

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III. A PARTY MAY BRING A MOTION TO DISMISS UNDER FEDERAL RULE 12(B)(1) IF THE FACTS SHOW THAT THIS COURT HAS NO SUBJECT MATTER JURISDICTION OF THE ACTION 5

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Denise Adair Lewis, am employed in the aforesaid County, State of California; I am over the age of 18 years and not a party to the within action; my business address is 700 North Brand Blvd., 10th Floor, Glendale, California 91203.

On December 16, 2010, I served the foregoing **DEFENDANTS, DAYLIGHT CHEMICAL INFORMATION SYSTEMS AND YOSEF TAITZ' AMENDED NOTICE OF MOTION TO DISMISS PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 12(b)(1) & (6)** on the interested parties in the foregoing action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

SEE ATTACHED SERVICE LIST

(BY UNITED STATES MAIL) As follows:

I deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

(BY E-MAIL OR ELECTRONIC TRANSMISSION) Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(BY MESSENGER SERVICE) I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed above and providing them to a professional messenger service for service.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on December 16, 2010, at Glendale, California.

Denise Adair Lewis
(print or type name)


(signature)

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SERVICE LIST
Charles Lincoln v. Daylight Chemical
Case No. SACV10-1573 AG (PLAx)

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