



1           3. I had a pickup prototype in my guitar, and Wajcman admits in his declaration that I  
2 demonstrated it for him. I did not work with Wajcman to develop another prototype. The first  
3 production run of the pickups was completed by January of 1966, and I demonstrated the pickups  
4 to my friend Walter Hoyer at Hoyer Guitars during that month. I have never seen Wajcman play  
5 guitar or otherwise demonstrate a pickup.

6           4. Wajcman made no contribution to my decisions on which professional names to use, and  
7 I never sought Wajcman's opinion on which professional name to use or what name the business  
8 would use. I used Lawrence Electro Sound as early as 1961.

9           5. I first started using the name "Bill Lawrence" in 1947 when I was a teenager playing in  
10 the Hot Club 47 in Cologne, Germany. My very first business card read "Bill Lawrence Stich,  
11 Jazz Guitarist." In 1962, when I started playing Fender guitars and became their endorser in  
12 Germany, I again began using "Bill Lawrence" as my professional name. Wajcman had no role  
13 in deciding which name I would use, and we did not invent any names together.

14           6. Wajcman has no personal knowledge of my agreements with Framus. I did not tell  
15 Guitar Player magazine that Framus owned the name Billy Lorento.

16           7. Lawrence Electrosound marketed "Lawrence True Sound Pickups" and therefore  
17 Wajcman did not market "Bill Lawrence" pickups. Wajcman was not an originator of the idea of  
18 replacement pickups for musical instruments in the world market.

19           8. There were no "Bill Lawrence" products. I am Bill Lawrence, and I was the designer and  
20 endorser of the "Lawrence" products sold in Germany. Wajcman did not design or build any  
21 coil-winding machine. I built a small, single unit coil winder in 1962, and had already designed a  
22 multiple-coil winder, based on my small coil winder, for higher production rates. That coil  
23 winder was capable of winding ten coils simultaneously. The document in Exhibit 1 is neither a  
24 patent application nor does it include a listing of inventors. The document in Exhibit 1 shows  
25

1 that DM 30.- was paid ( less than \$8.00) for a Users Sample Protection Registration. Wajcman  
2 made no contributions to improving the sound with his recommendation to use the opening in the  
3 cover and the elevated bobbin – the same look like the Framus Pickups since 1958.

4 9. There was no "Bill Lawrence" guitar pickup idea and design. Wajcman was managing  
5 at least eight nightclubs and bars between 1965–1970, and once in awhile, he had some time for  
6 Lawrence Electro Sounds. Wajcman never invested \$200,000 in the pickup business. At that  
7 time \$200,000 had the buying power in Germany as \$800,000 in the United States. With a  
8 \$200,000 investment, we could have built a medium-size, modern guitar factory capable of  
9 making some forty professional guitars per day. If Wajcman would have even invested \$20,000  
10 into Lawrence Electro Sounds, we could have set-up a first class production facility for making  
11 pickups with much better tooling and equipment.  
12

13 10. Wajcman sold Lawrence Electro Sound to Hoyer Guitars in 1969 or 1970 for DM25,000  
14 (\$6,500) claims he was never paid by Hoyer, left Germany to live with his family in Israel and  
15 never filed at the German courthouse a Demand for Payment-- a fast, simple process to collect  
16 money in Germany.  
17

18 11. I have never seen, and I never signed, the document in Exhibit 2 which recently appeared  
19 in August 2006 during litigation. Exhibit 2 does not represent my writing style and contains  
20 words that I wouldn't use. The partial, blurred writing at the bottom on page 2 does not represent  
21 my signature.

22 12. I have never seen any of the CPA letters in Exhibit 3.

23 13. My records show that Lawrence Sound Research, Inc. had excellent profits. At the  
24 request of Third National Bank, Lawrence Sound Research, Inc. entered into Chapter 11 in order  
25 to reject a complementary contract. I invited Wajcman to join my company, Lawrence Sound  
Research, Inc., to handle outside business matters, primarily sales. I have never seen the letters

1 relied upon by Wajcman to state the company's financial condition. I have neither the original  
2 nor a copy of the documents in Exhibit 4 and therefore contest its accuracy and authenticity.

3 14. Lawrence Sound Research had an existing sales agreement with Kent Musical  
4 Corporation for one million dollars. When Wajcman joined Lawrence Sound Research as an  
5 officer and Executive Vice President, it became his fiduciary duty to work in the best interests of  
6 Lawrence Sound Research, and part of his responsibility was to renegotiate the existing sales  
7 contract. The Kent Agreement pertained only to the trade name Bill Lawrence and not to any  
8 trademark.  
9

10 15. I started a custom retail shop in Hollywood to work on guitars and install replacement  
11 pickups. No approval was necessary from Kent Musical Instruments because Lawrence Sound  
12 Research had the right to sell replacement pickups direct. I started The Lawrence Connection,  
13 Inc to sell replacement pickups made by Lawrence Sound Research, Inc. Wajcman convinced  
14 me to sign over to him my fifty percent shares of The Lawrence Connection, Inc because he said  
15 he would help me protect my assets.

16 16. On June 22, 1984, I flew from Nashville and attended the summer Namm show in  
17 Chicago and met with Hans Peter Wilfer. On June 26, 1984, both Hans Peter and I flew from  
18 Chicago to Germany.

19 17. I am Bill Lawrence and known internationally for my work with leading companies in  
20 our industry, notably Gibson Guitars and Fender Musical Instruments. I never came to the  
21 conclusion that it was not worth to fight for my name. I never said, "I can build up a new name  
22 faster and cheaper." I never told Wajcman that I was planning to return to Germany.  
23

24 18. In April 2000, Peter Karlin, Wajcman's attorney, attached a partial copy of the 1984  
25 Purchase Agreement with a letter to my attorney. Before receiving a partial copy of the  
document in Exhibit 7 in 2000, it was never used or relied upon.

1 19. I never saw the Purchase Agreement or the attached exhibits in Exhibit 8. Before  
2 receiving a copy of the documents in Exhibit 8 during litigation, it was never used or relied upon.

3 20. I am not aware of any sale of any "Bill Lawrence" mark from the Bank to Degalim and  
4 did not want any such sale. I do not recall the document in Exhibit 9, and this document was  
5 never used or relied upon. This document is not what Wajcman purports it to be because  
6 Wajcman's signature, as an officer and director of Lawrence Sound Research, is mysteriously  
7 missing.  
8

9 21. For the record, Circa 1984--most of my files in my office, including many legal and  
10 personal documents, letters, and contracts, suddenly disappeared. A few have recently  
11 reappeared in litigation.

12 22. I was not aware of any agreement between the Bank and Degalim. I do not recall the  
13 documents in Exhibits 10 or 11. The first time I saw these documents was during litigation circa  
14 2005.

15 23. I did not see Wajcman use the Bill Lawrence mark continuously for 20 years.

16 24. Wajcman does not say for what years he sold pickups in which states, and I have seen no  
17 proof that he sold pickups in all fifty states. I exhibited at 10 NAMM trade shows and attended  
18 more than 12 other Namm shows since 1993. I never saw Wajcman exhibit or attend at any  
19 NAMM trade show prior to 2001.  
20

21 25. I have submitted official records, certified by the San Diego Recorder's Office with the  
22 county seal, to show that Wajcman had no valid dba using the Bill Lawrence trade name from  
23 1990 through 2000. Wajcman continues to submit unofficial Internet printouts as evidence.

24 26. I have never claimed to be a United States citizen. I did not contact Wajcman  
25 periodically at his home or at any telephone number nor did he contact me. I did not know that  
Wajcman was selling "Bill Lawrence" pickups because Jzchak Wajcman did not and does not

1 sell "Bill Lawrence" pickups and because I have never seen any of Wajcman's pickups in any  
2 music store.

3 27. I did not know of or approve of the Bank selling a Bill Lawrence mark or trade name to  
4 Degalim.

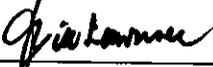
5 28. My professional name Bill Lawrence, with my picture, has been a matter of record in  
6 numerous books and other publications for several decades. Patent examiners of the United  
7 States Patent and Trademark Office, notably Stanley Witkowsky, continue to use my  
8 publications as definitive documents in evaluating patent validity.

9 29. Jzchak Wajcman is not an expert or authority in the music industry.  
10

11  
12 **Declaration**

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is of my  
14 personal knowledge, and that if called upon to testify, that I would so testify.

15 Dated: September 22, 2006.

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17 \_\_\_\_\_  
18 Bill Lawrence

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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of  
BILL LAWRENCE'S DECLARATION IN OPPOSITION TO PETITIONER'S MOTION FOR SUMMARY  
JUDGMENT  
on the following attorney of record for Petitioner, by depositing same with  
the United States Postal Service on this 22<sup>nd</sup> Day of September, 2006,  
addressed as follows:

Jay S. Kopelowitz  
Kopelowitz & Associates  
12702 Via Cortina, Suite 700  
Del Mar, California 92014

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Gregory Richardson