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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SHERA BECHARD,

Plaintiff,

v.

ELLIOTT BROIDY, an individual; KEITH DAVIDSON, an individual; MICHAEL AVENATTI, an individual; DAVIDSON & ASSOCIATES, PLC, a professional limited liability company; and DOES 1 through 20, inclusive,

Defendants.

KEITH M. DAVIDSON & ASSOCIATES, PLC,

Cross-Claimant,

v.

SHERA BECHARD; and ELLIOTT BROIDY,

Cross-Defendants.

Case No. BC712913

The Hon. Elizabeth A. White (Dept. 48)

FILED CONDITIONALLY UNDER SEAL PURSUANT TO COURT ORDER DATED JULY 6, 2018 PROVISIONALLY SEALING COMPLAINT AND ALL REFERENCES THERETO

SPECIALLY APPEARING DEFENDANT ELLIOT BROIDY'S REPLY MEMORANDUM IN SUPPORT OF HIS MOTION TO SEAL OR ALTERNATIVELY STRIKE SENSITIVE AND IMMATERIAL PORTIONS OF THE COMPLAINT (REPLY TO MEDIA INTERVENERS' 8-24-18 OPPOSITION)

Hearing Date: September 7, 2018
Time: 8:30 a.m.
Dept.: 48

HEARING ORDERED BY THE COURT

Action Filed: July 6, 2018
Trial Date: None Set

In an untimely opposition, members of the media assert that if they are denied the right to learn that plaintiff ***in a contract action*** claims her ex-lover has prostate cancer and liked to "skull fuck" her, the Constitution will be irreparably harmed. This assertion is patently false. To the contrary, it is Mr. Broidy's constitutional right to privacy in his intimate affairs that is at risk here. The proposed sealing is narrowly tailored to protect this compelling interest, and should be granted. Moreover, one suspects that if the Constitution were actually threatened here in some way, then the Media Interveners would have sought relief in a timely manner instead of delaying their opposition for over a month. Their delay speaks volumes.

I. LIMITED SEALING—OR STRIKING—IS APPROPRIATE HERE.

This is not a divorce action. This is not a claim for sexual assault or sexual harassment. This is a ***breach of contract*** action. Plaintiff claims Mr. Broidy breached a confidential settlement agreement by failing to pay her monies thereunder. Other than the liquidated damages clause, plaintiff does ***not*** seek to undo or set aside the settlement.

Plaintiff acknowledges that her voluntary agreement, ***which she seeks to enforce***, prevents her from publicly discussing *anything* about her relationship with Mr. Broidy. Compl. ¶ 26(b). Plaintiff further concedes that the agreement expressly requires her to file any breach claim against Mr. Broidy in confidential, private arbitration. *See* Pltf. Opp. To Mot. To Compel Arbitration at 5. Plaintiff's complaint nonetheless goes on to describe, in vivid detail, plaintiff's version of the parties' underlying, ***settled*** dispute. Plaintiff's alleged "facts" were and are emphatically disputed. But their inclusion here, in this breach of contract action that should have been filed in private arbitration, serves no purpose other than to vitiate the confidentiality provisions of the settlement and expose alleged details about Mr. Broidy's intimate affairs to the public. In short, plaintiff seeks to make the Court disclose what she cannot.

Contrary to the Media Interveners' opposition, which relies on inapposite cases with drastically different facts, California law amply supports both sealing and striking the challenged portions of the complaint. At least half the challenged allegations directly implicate Mr. Broidy's constitutional right to privacy in his health, sexual relationships, and intimate affairs. This right—protected by both the California and federal constitutions—constitutes a compelling

interest that warrants the minimal sealing requested here. Sealing is also warranted as to the remaining allegations—though striking is the better remedy—because they are salacious, defamatory, and entirely irrelevant: they form no part of any cause of action against any defendant. Their disclosure serves no purpose other than to vitiate Mr. Broidy's bargained-for contractual right to confidentiality and publicly punish him for exercising his rights. This, too, provides a compelling interest in support of the limited requested sealing.

II. THE OPPOSITION IS UNTIMELY AND SHOULD BE DISREGARDED.

On July 18, 2018, at the Media Interveners' Request, this Court entered an order requiring ***all*** motions to seal to be filed by noon on July 23, and ***all*** oppositions to be filed by noon on July 30, 2018. Mr. Broidy requested the usual statutory timeline, which the Media Interveners opposed—demanding the expedited schedule ordered by the Court. Mr. Broidy complied with the order. So did Mr. Avenatti. Media Interveners did not.[1] Now, the Media Interveners inexplicably seek to untimely oppose Mr. Broidy's motion a month after the Court-ordered deadline—burdening both this Court and Mr. Broidy with addressing new arguments after briefing has closed. Such gamesmanship should not be countenanced. Given that the Media Interveners forced the ***parties*** to brief their rights on an expedited basis, it would be unjust to allow them alone to ignore the Court-ordered briefing schedule that *they* demanded by arguing (as they do again here) that the Constitution required expedited briefing. This has all the appearances of the boy who cried wolf. This Court should reject Media Interveners' untimely arguments on this basis alone.

III. THE MOTION SHOULD BE GRANTED.

A. Sealing Is Appropriate To Protect Mr. Broidy's Constitutional Rights.

There is no more "compelling interest" protected by the Constitution than the right to privacy—on equal, if not even more established footing, than the public's right of access to the courts. *See, e.g.*, *Griswold v. Connecticut*, 381 U.S. 479, 485-86 (1965) (identifying "a right of privacy older than the Bill of Rights" established by "several fundamental constitutional

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[1] While the *hearing* date identified in the Court's July 18, 2018 order was subsequently vacated due to Mr. Broidy's CCP section 170.6 challenge, the Court-ordered briefing schedule was not.

guarantees"); *Lawrence v. Texas*, 539 U.S. 558, 578 (2003)("[I]ntimacies of [a] physical relationship . . . are a form of 'liberty' protected by the Due Process Clause" which "extends to intimate choices by unmarried as well as married persons."). The right to privacy in one's intimate relationship is a "compelling individual privacy interest in maintaining as secret such sensitive personal information." *Matter of the Application of WP Company LLC*, 201 F. Supp. 3d 109, 126 (D.C. Cir. 2016) (denying media access to sealed materials containing "intimate personal details regarding [person's] sexual preferences and partners").

Here, plaintiff describes numerous purported "facts" that directly infringe upon Mr. Broidy's constitutional rights to medical privacy and privacy in his intimate affairs:

- He "refused to wear a condom." Compl. ¶¶ 2, 20(f).
- He "had sex with [plaintiff] without telling her he had genital herpes." Compl. ¶¶ 3, 20(f).
- He "masturbat[ed] to the thought" of plaintiff. Compl. ¶20(b).
- He called plaintiff "mommy." Compl. ¶ 20(b).
- He has prostate cancer. Compl. ¶ 20(c).
- He refused treatment for cancer because "having sex" was "more important to him than life itself." Compl. ¶ 20(c).
- He "would tell [plaintiff] that he wanted to 'skull fuck' her." Compl. ¶ 20(f).
- They "used the rhythm and withdrawal method to avoid pregnancy." Compl. ¶ 20(f).

California law is clear: the kinds of allegations at issue in this motion are precisely the kinds of allegations to which "the public's general right of access to court records recognized in rule 2.550 *must give way*." *Oiye v. Fox*, 211 Cal. App. 4th 1036, 1070 (2012) (emphasis added). These compelling privacy interests—to sexual privacy, to medical privacy, and to privacy in one's intimate affairs—are longstanding exceptions to the public's right to know; indeed, it is difficult to imagine information *less* worthy of public disclosure than the allegations that Mr. Broidy seeks to strike or seal. *See, e.g.*, *Boler v. Superior Court*, 201 Cal. App. 3d 467, 473 (1987) ("The constitutional right of sexual privacy, both within and without the marital relationship, is a fundamental liberty."); *see also People v. Valdivia*, 16 Cal. App. 5th 1130, 1170 (2017) (rejecting disclosure of "intimate communications" between sexual partners); *Hill v. Nat'l*

Collegiate Athletic Assn., 7 Cal. 4th 1, 41 (1994) ("confidential information about bodily condition" implicates right to privacy); *Board of Med. Quality Assurance v. Gherardini*, 93 Cal. App. 3d 669, 678 (1979) (rejecting disclosure of "a person's medical profile").

Contrary to Media Interveners' claims, *see* Opp. at 16-17, allegations in a complaint are *not* "submitted as a basis for adjudication" and thus, are *not* subject to the sealed records rules. *Mercury Interactive Corp. v. Klein*, 158 Cal. App. 4th 60, 104 n.35 (2007); *Overstock.com, Inc. v. Goldman Sachs Groups, Inc.*, 231 Cal. App. 4th 471, 494 (2014) (the "pleadings, including complaints, are not typically evidentiary matters that are submitted to a jury in adjudicating a controversy... [w]hile the complaint identified the claims to be tried, ***neither its substantive allegations***, nor its exhibits, ***had been submitted to the court as a basis for adjudication***....").[2] Media Interveners are simply wrong when they assert that the "presumption of access" attaches to the allegations in a complaint. *Id.* Rather, the allegations of a complaint are subject to the somewhat softer requirements for sealing materials *not* submitted as a basis for adjudication, such as discovery. *Id.*

Either standard—the liberal standard that actually applies or the more restricted one claimed by Media Interveners[3]—is easily met here. Indeed, Media Interveners cite no authority that requires disclosure of such constitutionally-protected intimate facts ***at the pleadings stage*** in any case, let alone a ***breach of contract*** case. Instead, Media Interveners rely on general platitudes about what the First Amendment and "the public interest" supposedly require. Absent from those generalizations is the Constitutionally-required *balancing* of the public's right to know against Mr. Broidy's right to privacy, or showing that disclosure serves "a *compelling interest* in 'facilitating the ascertainment of truth in connection with legal proceedings.'" *Winfred D. v. Michelin N. Am., Inc.*, 165 Cal. App. 4th 1011, 1040 (2008) (emphasis in original);

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[2] Unless otherwise noted, all internal citations and quotations have been omitted and all emphases has been added throughout.

[3] The more restricted standard holds that sealing is warranted when the Court finds (1) an overriding interest requiring secrecy; (2) substantial probability that a privacy interest will be prejudiced absent sealing, (3) narrow tailoring to protect that interest; and (4) no less restrictive means to protect that interest. *NBC Subsidiary (KNBC-TV), Inc. v. Superior Ct.*, 20 Cal. 4th 1178, 1208 (1999).

see also id. ("federal and state Constitutions protect the right of sexual privacy, including evidence of extramarital affairs, in civil litigation"); *NBC Subsidiary (KNBC-TV), Inc. v. Super. Ct.*, 20 Cal. 4th 1178, 1201 (1999) ("right of access must be balanced 'by considering the information sought and the opposing interests invaded'").

As Media Interveners acknowledge, the constitutional right to privacy ***must*** be ***balanced*** against the public's right of access. Opp. at 11.[4] As the California Supreme Court explained in *NBC Subsidiary*, the purposes of "open trials" are (i) "promoting public confidence" in the judicial system, (ii) providing a means "by which citizens scrutinize and 'check' the use and possible abuse of judicial power," and (iii) enhancing "the truth-finding function of the proceeding." 20 Cal. 4th at 1201-02. The "argument that the public has a generalized right to be informed [] cannot serve as a substitute for a showing of specific utility of public access to the information." *Mercury Interactive Corp. v. Klein*, 158 Cal. App. 4th 60, 105 (2007).

Here, the balance overwhelmingly favors minimally redacting the tawdry details of Mr. Broidy's purported intimate acts with plaintiff from the complaint. There is simply no "public utility" in disseminating the "sexual and deeply personal," Compl. ¶ 20, details about Mr. Broidy's relationship with plaintiff. "[T]he right of access applies only to [] materials that are *relevant* to the matters before the trial court." *Overstock.com, Inc.*, 231 Cal. App. 4th at 497. As further explained below, plaintiff's salacious allegations do not form part of *any* claim in this case, and they certainly do not relate to plaintiff's claims against Mr. Broidy. No one—least of all the public—benefits from knowing what kind of cancer Mr. Broidy fights, or whether he uses a condom. *See Overstock.Com, Inc.*, 231 Cal. App. 4th at 500 (holding that public right of access "does not extend to irrelevant material," and that "impertinent, redundant or scandalous material that is without legal effect . . . serves a negative rather than a positive role"); *see also United States v. Mitchell*, No. 2:08CR125, 2010 WL 890078, at *6 (D. Utah Mar. 8, 2010) (rejecting media's requests for sealed records because disclosure was less likely "to add

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[4] Media Interveners misleadingly suggest that *Burkle v. Burkle*, 135 Cal. App. 4th 1045, 1059 (2006), rejected privacy as grounds for sealing, Opp. at 12; it actually holds only that a constitutionally protected interest, like any compelling interest, must be balanced against access.

appreciably to the public understanding of the issues than it is to merely appeal to more prurient interest in the case").

"[W]ithout proper public purpose or corresponding assurance of public benefit," the "public dissemination" of information that "impinge[s] upon . . . precious privacy rights" does not "serve the public interest" and only enables "commercial exploitation" that "cater[s] to prurient interests." *Application of KSTP Television*, 504 F. Supp. 360, 362 (D. Minn. 1980) (denying news station's requests to unseal records); *see also United States v. Dimora*, 862 F. Supp. 2d 697, 709 (N.D. Ohio 2012) (refusing to unseal records that would "appea[l] only to the curiosity and prurient interest of some members of the public"). Unsealing lurid allegations about Mr. Broidy's prostate cancer, sexual tastes, and plaintiff's unintended pregnancy, among other things, would only "contribute to the already sensational and prurient atmosphere surrounding the case," and "serve neither the First Amendment nor the interests of justice." *Flagg ex rel. Bond v. City of Detroit*, 268 F.R.D. 279, 312 (E.D. Mich. 2010).

B. Mr. Broidy Was Not Required To Declare He Would Be Harmed.

Lacking any authority that public disclosure of the intimate details of Mr. Broidy's bedroom is necessary to litigate a contract claim, Media Interveners argue that the Court cannot determine that disclosure of these allegations is harmful because Mr. Broidy did not submit a statement saying so. Opp. at 9-10. As a threshold matter, this requirement does not apply to the allegations here, as they are not "submitted as a basis for adjudication," *see Overstock.com, Inc.*, 231 Cal. App. 4th at 494. Moreover, Mr. Broidy was not, and is "not required to state the obvious in a declaration" and explain "that [h]e would be personally embarrassed to have" allegations that he has communicable genital herpes, masturbates, and enjoys skull fucking "copied into court records." *Oiye*, 211 Cal. App. 4th at 1070. The evidence of harm *is the allegations themselves*. The California Civil Code and common law have long considered certain allegations—including those levied in this case—so pernicious that their utterance alone is injurious *per se*. *E.g.*, Cal. Civ. Code § 46 (enumerating utterances—including those alleging "infectious, contagious, or loathsome disease[s]," as well as those that "impute . . . a want of chastity"—as among the kinds of accusations "which, by natural consequence, caus[e] actual

damage"); *see also* Restatement (Second) of Torts § 572 ("One who publishes a slander that imputes to another an existing venereal disease or other loathsome and communicable disease is subject to liability without proof of special harm.").

The cases cited by Media Interveners requiring detailed showings of harm occurred both at a later stage—when the materials were submitted for adjudication—and where the harm was *not* self-evident—*i.e.*, it wasn't clear how or if a party would actually be injured by disclosure. Where the harm is public disclosure of constitutionally protected private information—as it is here—such showings are not required. *E.g.*, *Oiye*, 211 Cal. App. 4th at 1070 ("We regard medical records as presumptively private, such that plaintiff was not required to state the obvious in a declaration....[The courts have] recognized that medical records are constitutionally private and statutorily confidential"). Sealing is fully warranted here.

C. Sealing—Or Striking—Protects Contractual Privacy Interests.

In addition to the constitutionally protected materials, plaintiff also attempts to disparage and humiliate Mr. Broidy, and harm his family, by publicly describing various disgusting, false allegations he bargained to keep private. These allegations also form ***no part*** of her cause of action against any defendant. Instead, plaintiff seeks to use this Court to evade the settlement agreement's confidentiality provisions. The Court instead should exercise its power to strike this material as irrelevant and improper. Cal. Code Civ. Proc. § 436(a).

In the event the Court does not strike this material, then it, too, should be sealed. Though it is rare for a settlement agreement by itself to constitute an overriding interest supporting sealing, this is such a circumstance. *See Universal City Studios, Inc. v. Super. Ct.*, 110 Cal. App. 4th 1273, 1284 (2003); *Publicker Industries, Inc. v. Cohen*, 733 F.2d 1059, 1073 (3d Cir. 1984). The primary consideration Mr. Broidy received under the settlement agreement was plaintiff's agreement not to speak publicly about her allegations against him. Compl. ¶ 26(b). He further bargained to avoid ***this very situation*** by requiring that all disputes be subject to ***confidential*** arbitration. *See* Mot. to Compel Arbitration (filed August 3, 2018) at 4. This is not a case where confidentiality was a "side issue" or simply part of the bargain: it ***was*** the bargain. Making plaintiff's claims against Mr. Broidy public—in this public forum, in violation of his bargained-

for agreement—vitiates this consideration.

1. Plaintiff's Allegations Should Be Stricken.

Given the gratuitous nature of plaintiff's allegations regarding Mr. Broidy, the most appropriate remedy is to simply strike them. *Mercury Interactive Corp. v. Klein*, 158 Cal. App. 4th 60, 104 n.35 (2007). Media Interveners argue that striking portions of plaintiff's complaint is inappropriate because *Mercury* addressed striking *exhibits* to the complaint rather than the complaint itself. Opp. at 15-16. This argument is meritless. The Code of Civil Procedure ***expressly*** authorizes the Court to strike "irrelevant, false, or improper matter inserted ***in any pleading***." Cal. Code Civ. Proc. § 436(a). Indeed, this power of the California courts is longstanding, and has been expressly and repeatedly recognized to include the right to strike allegations. *Mercury*, 158 Cal. App. 4th at 103-104; *Overstock.com*, 231 Cal. App. 4th at 494.

Plaintiff was required only to state "the facts constituting [her] cause[s] of action, in ordinary and concise language." Cal. Code Civ. Proc. § 425.10 (a)(1); *Mercury*, 158 Cal. App. 4th at 104 n.35. Yet, in her complaint, plaintiff instead includes numerous contentions—in addition to those discussed above—that are "entirely unnecessary" to her claims:

- Mr. Broidy "started to become violent and engage in profoundly disturbing behavior." Compl. ¶ 3.
- Mr. Broidy "became increasingly violent and disturbing" and "would not allow [plaintiff] to date anyone else." Compl. ¶ 20(d).
- Mr. Broidy forbade plaintiff from working so she would "be financially dependent on him." Compl. ¶ 20(d).
- Mr. Broidy "admired Mr. Trump's uncanny ability to sexually abuse women and get away with it." Compl. ¶ 20(e).
- Mr. Broidy "began to hurt [plaintiff] physically during their sexual activities." Compl. ¶ 20(f).
- Mr. Broidy "pushed [plaintiff] to drink excessively so that she would be more compliant to his physical abuse." Compl. ¶ 20(g).
- Mr. Broidy demanded plaintiff get an abortion. Compl. ¶¶ 21, 27-28, 31.
- Mr. Broidy "carried a gun his car, and [] told [plaintiff] that he had connections who could make people disappear." Compl. ¶ 22.

Mr. Broidy vigorously denies all of these allegations. But regardless of their veracity, ***they don't***

belong in plaintiff's complaint. As detailed further in Mr. Broidy's Reply in Support of His Separate Motion to Strike at 6-9, these allegations form no part of plaintiff's cause of action against *any* defendant. Plaintiff's sole claim against Mr. Broidy is for money damages based on his non-payment of a contractual obligation she claims is due. Plaintiff sues Mr. Avenatti for purportedly conspiring to publish the details of the settlement agreement. And she sues her own lawyer for publishing the settlement agreement, for failing to give her legal paperwork, and for allegedly persuading her to sign the settlement agreement despite its inclusion of an attorneys'-eyes-only provision and a liquidated damages clause she now dislikes. *See* Compl. ¶¶ 56-62, 63-68, 69-72, 75-84, 93-98.

None of the challenged, gratuitous statements are relevant to proving or disproving *any* of these claims. While a few—though not most—relate *to the claims she released* through the settlement agreement with Mr. Broidy, the validity of that settlement is not at issue in this lawsuit. In fact, plaintiff expressly *affirms* the settlement, and seeks to *enforce* the settlement. She ***does not*** contend the payment amount—$1.6 million—was not fair consideration. To the contrary, she acknowledges the payment was "substantial" and, under oath, affirms that she expressly agreed to settle her claims in return for that sum. Compl. ¶¶ 6, 26.[5]

The intimate details of Mr. Broidy's medical conditions and purported sex acts are unnecessary in every respect to the resolution of this case. In this circumstance, the inexorable conclusion is that plaintiff's *real* reason for including all these statements is to have this Court do what she cannot—publicize her underlying dispute with Mr. Broidy. This is wholly improper. The allegations should be stricken.

2. Plaintiff's Allegations Should Be Sealed.

Even in the event the Court were to determine that some small portion of the allegations do relate to plaintiff's claims (and they don't), the Court should seal them. As plaintiff acknowledges, her bargain with Mr. Broidy was that the parties would agree to mutual releases in return for the settlement payment ***and*** her agreement to keep her relationship with him

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[5] Media Interveners' assertion that the "heart of the action" is Mr. Broidy's relationship with plaintiff, *see* Opp. at 18, is wrong; the case is about the breach of the settlement agreement.

confidential. Compl. ¶ 26. This confidentiality provision was essential to the agreement, protected not only by a requirement for confidential arbitration, but also by a vigorous liquidated damages provision and an attorneys'-eyes-only provision. Compl. ¶¶ 26, 50, 51.

While a confidentiality agreement is not normally sufficient, in itself, to warrant sealing, it is so here, for two reasons. First, as explained above, the allegations in the complaint are not "submitted for adjudication," and thus are not subject to the stringent sealing requirements espoused in *NBC Subsidiary*. Second, this is the case suggested by *NBC Subsidiary* and by *Publicker* where "unbridled disclosure of the nature of the controversy would deprive the litigant of his right to enforce a legal obligation." *Publicker,* 733 F.2d at 1073-74. Once the Court makes the allegations public, Mr. Broidy loses the entire value of his bargained-for agreement. Even if the Court thereafter orders the claim to arbitration, Mr. Broidy would be forced into the public fight he took every possible step—and the parties agreed—to avoid. The Court should not permit this unfair result, particularly given the tangential nature of plaintiff's allegations. *See, e.g., Oiye*, 211 Cal. App. 4th at 1070 (protection from disclosure is "particularly" appropriate where the information is only "tangentially related to the litigation").

IV. THERE IS NO "STRONG PUBLIC INTEREST" IN DISCLOSURE.

Media Interveners' final argument—that the challenged statements somehow implicate a "heightened" public interest because they relate to "public policy ramifications"—is simply false. The majority of plaintiff's complaint—including *all* her allegations regarding the purportedly unconscionable terms in the settlement agreement—is public. All that remains under seal are the alleged intimate details of plaintiff's relationship with her former lover. That is not a matter of public policy, or public concern. To the contrary, it is a matter that has been repeatedly recognized by the highest courts to be private, and worthy of constitutional protection.

Dated: August 30, 2018

LATHAM & WATKINS LLP
Marvin S. Putnam
Jessica Stebbins Bina

By _____
Jessica Stebbins Bina
Attorneys for Specially Appearing
Defendant Elliott Broidy

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to this action. My business address is Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071-1560. My email address is jeeah.yang@lw.com.

On **August 30, 2018**, I served the following document described as:

SPECIALLY APPEARING DEFENDANT ELLIOT BROIDY'S REPLY MEMORANDUM IN SUPPORT OF HIS MOTION TO SEAL OR ALTERNATIVELY STRIKE SENSITIVE AND IMMATERIAL PORTIONS OF THE COMPLAINT (REPLY TO MEDIA INTERVENERS' 8-24-18 OPPOSITION) – FILED CONDITIONALLY UNDER SEAL PURSUANT TO COURT ORDER DATED JULY 6, 2018 PROVISIONALLY SEALING COMPLAINT AND ALL REFERENCES THERETO

by serving a true copy of the above-described document in the following manner:

BY OVERNIGHT MAIL

The above-described document was transmitted via overnight mail to the following individuals on **August 30, 2018**:

Michael J. Avenatti AVENATTI & ASSOCIATES, APC 520 Newport Center Drive, Suite 1400 Newport Beach, CA 92660 mavenatti@eaganavenatti.com	Peter K. Stris Elizabeth R. Brannen Dana Berkowitz Kenneth J. Halpern John Stokes STRIS & MAHER LLP 725 S. Figueroa Street, Suite 1830 Los Angeles, CA 90017 peter.stris@strismaher.com elizabeth.brannen@strismaher.com dana.berkowitz@strismaher.com ken.halpern@strismaher.com john.stokes@strismaher.com
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I declare that I am employed in the office of a member of the Bar of, or permitted to practice before, this Court at whose direction the service was made and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 30, 2018,** at Los Angeles, California.

Jeeah Yang