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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 ELLIOTT BROIDY'S REPLY MEMORANDUM IN SUPPORT OF HIS MOTION TO STRIKE SENSITIVE AND IMMATERIAL PORTIONS OF THE COMPLAINT

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

Under Code of Civil Procedure section 436(a), this Court is expressly empowered to strike "irrelevant, false or improper" materials included in any pleading. Plaintiff included such materials in her complaint—salacious, irrelevant, and wholly improper materials with absolutely no bearing on any of her causes of action. In so doing, she violated both a binding confidentiality agreement *and* a binding agreement to arbitrate her disputes with Elliott Broidy. Now, she seeks to keep these irrelevant and improper materials in her complaint so that she can use the Court to make public what she lawfully cannot. Mr. Broidy timely moved to strike these materials, and his motion should be granted.

Plaintiff's primary arguments in opposition are that (a) the materials are relevant because they somehow support her malpractice claim against her former attorney, defendant Keith Davidson; and (b) the materials are relevant because they contradict a brief statement Mr. Broidy made after the confidential settlement was leaked to the *Washington Post*. Neither assertion is correct. Because the materials are irrelevant as a matter of law (they have no bearing on her claims), and improper (their inclusion violates the settlement agreement), the Court should strike them.

I. PLAINTIFF CONCEDES CERTAIN ALLEGATIONS.

As a threshold matter, plaintiff does not dispute—and thus now concedes—that several of the challenged statements have no bearing on any of her claims. These statements include the following about Mr. Broidy:

- Her statement that he "masturbat[ed] to the thought of" plaintiff. Compl. ¶ 20(b).
- Her assertion that he "told her he was unwilling to [have his prostate removed] because it would stop him from having sex, which he told her was more important to him than life itself." Compl. ¶ 20(c).
- Her assertion that that he "wanted to 'skull fuck'" plaintiff. Compl. ¶ 20(f).
- Her assertion that he "would describe his wife as a 'bitch.'" Compl. ¶ 20(f).
- Her statement that they customarily "used the rhythm and withdrawal methods to avoid pregnancy." Compl. ¶ 20(g).

Given that even plaintiff cannot now conceive of any possible connection between these salacious allegations and her claims, the Court should strike them without further consideration.

II. THE ALLEGATIONS ARE IRRELEVANT TO HER MALPRACTICE CLAIM.

Plaintiff's primary argument as to the remaining allegations is that they are relevant to a single claim—her malpractice claim against Mr. Davidson—because they describe the "case-within-a-case" she must prove to demonstrate that the agreed-upon settlement payment was "inadequate" as a result of Mr. Davidson's malpractice. This assertion is not only wrong as a matter of law, but *contradicted by plaintiff's verified complaint.* Plaintiff does not, and cannot, plead a "valuation" malpractice claim. As she offers no other justification for including these irrelevant, inflammatory allegations, they must be stricken.

A. Plaintiff's New Theory Is Contradicted By Her Verified Complaint.

One would search plaintiff's verified complaint in vain for the theory her attorneys now claim is their paramount reason for including the spurious allegations against Mr. Broidy. ***That is because it's not there.*** Plaintiff does ***not*** allege Mr. Davidson committed malpractice by undervaluing her claims. Rather, plaintiff asserts—under oath—that the settlement amount was not only "substantial" but was in fact ***greater*** than it should have been because Davidson wanted to inflate his own fees. Specifically, plaintiff alleges:

- The settlement agreement "required a substantial payment from Mr. Broidy (thus inflating Mr. Davidson's fee)." Compl. ¶ 6.
- The agreement "included provisions rendering it unconscionably lopsided in favor of Mr. Broidy for the purpose of increasing his fee at Ms. Bechard's expense." Compl. ¶ 86(b).

Not only does plaintiff not contend her claim was undervalued (she rather asserts it was overvalued), plaintiff throughout her complaint forecloses her latest argument by asserting that the payment provisions are valid, binding, and enforceable, *see* Compl. ¶¶ 57-62, 64, and that she was fully aware and agreed that the settlement sum represented a fair value for the release of her claims and confidentiality:

- Plaintiff "would receive $1,600,000… In exchange for the money, Mr. Davidson told Ms. Bechard she would give up all rights to sue Mr. Broidy for past conduct." Compl. ¶ 25.
- "Mr. Davidson told Ms. Bechard the following about the settlement agreement: (a) Ms. Bechard would receive $1,600,000 over eight quarterly installment payments, minus Mr. Davidson's 35 percent fee…. (b) In exchange for the

> money, Ms. Bechard and Mr. Broidy would never again speak of the affair and would give up the right to sue one another for everything that had previously happened between them." Compl. ¶ 26.

Plaintiff does not plead, and therefore has no need at all to prove, that Mr. Davidson committed malpractice by undervaluing her claim. Her assertion that she is required to plead the purported underlying facts to prove her "claim-within-a-claim" thus fails on its face.

B. Plaintiff's New Theory Is Inconsistent With Her *Actual* Malpractice Claim.

Plaintiff's actual malpractice claim stems not from Mr. Davidson's failure to properly value her claim—an argument invented in whole cloth in response to Mr. Broidy's meritorious motion to strike—but from his alleged insertion of purportedly unconscionable terms (a liquidated damages provision and an attorneys' eyes only provision) without her informed consent. Compl. ¶¶ 86; 89-92. In addition, plaintiff alleges that Mr. Davidson failed to properly deliver money and client files, improperly included false statements in the settlement, and failed to disclose an alleged conflict of interest. Compl. ¶¶ 89-92.[1] Plaintiff's underlying claims against Mr. Broidy—or lack thereof—have no bearing whatsoever on these, her ***actual*** claims.

C. Plaintiff's New Theory Is Factually Unsupported And Legally Insupportable.

Similarly, plaintiff's newly concocted argument that Davidson convinced her to give up "valuable claims" is wholly unsupported by any *other* allegations in her complaint, and in fact her supposed "valuable claims" are incognizable on their face. Plaintiff now asserts that she *had* to include scandalous and irrelevant facts as evidence that she had "preexisting causes of action

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[1] Plaintiff alleges Mr. Davidson breached his duty of care:

> by failing to accurately inform her of the terms of the Settlement Agreement, by drafting and coercing her to sign a Settlement Agreement with unconscionable terms, by failing to perform legal services with the care and competence of a reasonable attorney, by failing to require adequate security to Ms. Bechard under the Settlement Agreement, by failing to promptly deliver money and client files to which Ms. Bechard is entitled, by failing to accurately and fully disclose the relationship between Mr. Davidson and Mr. Cohen and the conflicts therefrom, by recommending and inserting terms to which no properly informed client in Ms. Bechard's position would agree and which no reasonable counsel for her would recommend, and by the repeated improper and unethical conduct referred to in this action.

Compl. ¶ 91.

against Broidy (e.g., for palimony) [that] were valuable and that Davidson committed malpractice by convincing Ms. Bechard to give up those valuable claims[.]" Opp. at 7. Yet, ***nowhere*** in the complaint does plaintiff articulate any "preexisting causes of action" that she gave up as the result of Davidson's malpractice. For example, despite mentioning the supposed lost "palimony" claim ***eight*** separate times in her opposition brief, there is ***not one*** mention of such a palimony claim in her complaint. If plaintiff was truly concerned about showing that she lost the right to bring this cause of action—as she now asserts—she would need to allege facts showing that she had such a claim to bring. In fact, she had no such claim: a palimony claim requires cohabitation—which is not alleged here (and could not have been). *See Bergen v. Wood*, 14 Cal. App. 4th 854, 858 (1993).

Similarly, despite repeatedly asserting in opposition that certain facts are supposedly relevant to the valuation of plaintiff's underlying claim for "exposure to herpes," there is no such cause of action. Rather, "*transmission of the disease*" may give rise to several different theories of tort liability, such as negligence or battery. *Behr v. Redmon*, 193 Cal. App. 4th 517, 525 (2011) (emphasis added). But to bring such a claim, plaintiff would have had to allege that *she* contracted the disease—which she does not do. *Id.*

Plaintiff's after-the-fact attempt to recharacterize the allegations in her complaint is disingenuous. The inclusion of an indiscriminate laundry list of "some of what Mr. Davidson learned," not couched in terms of lost causes of actions, was clearly not included for the purpose of "valuation," but rather to humiliate Mr. Broidy. In fact, plaintiff admits that certain facts are included because they "speak[] volumes about Broidy's character and credibility," Opp. at 13, even though his character is entirely irrelevant to her straightforward breach of contract claim.

Further, even if plaintiff could revise her complaint via her opposition (she cannot), this new theory would still fail as a matter of law. Her new theory—that but-for Mr. Davidson's malpractice she would have obtained a larger settlement—is the exact type of speculative harm the courts have rejected for "more than 120 years." *Viner v. Sweet*, 30 Cal. 4th 1232, 1241 (2003); *see also Shopoff & Cavallo LLP v. Hyon*, 167 Cal. App. 4th 1489, 1510 (2008) (courts may dismiss, as a matter of law, malpractice claims that fail to identify a non-speculative injury).

As plaintiff has now made abundantly clear, her real purpose was not to bring some "valuation" claim, but to malign and embarrass Mr. Broidy, and intrude upon his private affairs.

III. THE *WASHINGTON POST* DID NOT MAKE THE STATEMENTS RELEVANT.

Plaintiff's only other argument as to why any of her statements should not be stricken relate to two *Washington Post* articles—both post-dating the leak of the settlement agreement's existence. Plaintiff argues that the allegations in paragraphs 21 and 53 are relevant because they contradict Mr. Broidy's allegedly false statements made in a short response to media stories about the agreement. This, too, is incorrect as a matter of black-letter law. The fact that plaintiff wishes to avoid a confidentiality restriction in her settlement agreement with Mr. Broidy so she can publicly correct statements she contends are misleading does not somehow make the statements legally relevant to her actual causes of action.

IV. THE CHALLENGED ALLEGATIONS ARE IRRELEVANT TO ALL CLAIMS.

The challenged allegations are, in fact, entirely irrelevant to *every* cause of action in this case, and should be stricken. *See Oiye v. Fox*, 211 Cal. App. 4th 1036, 1069-70 (2012) (Court empowered to "prevent court files from becoming the conduits of disclosure of sensitive private information" by exercising the authority to strike). Plaintiff's sole claim against Mr. Broidy is for money damages based on his non-payment of an asserted contractual obligation. Compl. ¶¶ 56-62. Plaintiff sues Mr. Avenatti for purportedly conspiring to publish the details of the settlement agreement. Compl. ¶¶ 67, 73. And she sues Mr. Davidson for publishing the settlement agreement, failing to give her legal paperwork, and allegedly persuading her to sign the settlement agreement despite its inclusion of an attorneys'-eyes-only provision and liquidated damages clause. Compl. ¶¶ 86, 89-92. Not one of the challenged statements is relevant to proving or disproving *any* of these claims. Rather, each maligns Mr. Broidy and invades his privacy rights for no legitimate purpose, serving only to embarrass him and litigate in the media.

We briefly review the remaining allegations—and plaintiff's purported justifications for them—below. *None* are actually relevant to any legal issue in this case.

- **Paragraph 2**: Plaintiff alleges that "Mr. Broidy repeatedly said that he loved [Ms. Bechard] and would support her financially." This allegation is wholly irrelevant to every claim in this case. Plaintiff's only contention of relevance—that this fact

relates to the underlying value of plaintiff's claim for palimony and therefore her unpleaded malpractice claim—fails, as detailed *supra*.

- **Paragraph 3**: Plaintiff alleges that Mr. Broidy "started to become violent and engage in profoundly disturbing behavior" and that he "refused to wear a condom, and [] had sex with Ms. Bechard without telling her that he had genital herpes." These purported "facts" reveal deeply personal information about Mr. Broidy—protected by his constitutional right to privacy, *see* Motion to Seal or Alternatively Strike Sensitive and Immaterial Portions of the Complaint at 13, and have absolutely no bearing on any cause of action alleged in the complaint. Plaintiff claims that this is relevant for the "valuation" of the underlying claim and as "relevant background." However, as detailed *supra,* the valuation is irrelevant, and this is not pertinent background to her *breach of contract* claim against Mr. Broidy.

- **Paragraph 18**: Plaintiff states that "Mr. Broidy's behavior had become destructive." This statement is irrelevant to any element of breach of contract, and has no bearing on whether Mr. Davidson committed malpractice. While plaintiff alleges that this is the "violent backdrop of Broidy and Davidson's attempt to compel Ms. Bechard to agree to the one-sided terms" of the agreement, Opp. at 8, plaintiff never alleges that Mr. Broidy compelled her to agree to any specific terms – especially not with threats of violence. Further, she alleges she agreed to one-sided terms (*i.e.*, the liquidated damages clause, the purportedly false statements in the settlement, and the attorneys' eyes only provision) because they were *unknown* to her—not because she was forced. *See* Compl. ¶¶ 6, 51, 53. Thus, his allegedly "destructive" behavior has no relevance to any cause of action alleged; plaintiff includes it only for the purpose of publicly disparaging and maligning Mr. Broidy in violation of the settlement agreement.

- **Paragraph 19**: Plaintiff alleges that Mr. Davidson "reviewed voluminous text messages, including photographs, between Ms. Bechard and Mr. Broidy." That there were many text messages and pictures between Ms. Bechard and Mr. Broidy is unrelated to whether Mr. Davidson breached his fiduciary duties or committed malpractice by failing to inform Ms. Bechard about certain terms of the agreement. Rather, the purpose of including this statement appears to be to invite third parties and the media to look for compromising photographs of the parties.

- **Paragraph 20(a)**: The statement that "Mr. Broidy was obsessed with Playboy Playmates" does not relate to any element of any cause of action. Plaintiff solely alleges that this section "merely concerned ***Ms. Bechard***" – completely ignoring this personal and irrelevant "fact" about Mr. Broidy.

- **Paragraph 20(b)**: Here plaintiff states that the relationship was "both sexual and deeply personal," that Broidy told plaintiff that "he loved her" and would "financially support her," that he "shared personal information about his children" and that "Mr. Broidy and Ms. Bechard referred to one another as daddy and mommy." Plaintiff's sole justification for including these deeply personal "facts" is that they support her unpleaded malpractice claim based on her newfound and legally unsupportable palimony claim. These allegations invade Mr. Broidy's right to privacy in his intimate affairs, and bear no relationship to the *actual* claims in this case.

- **Paragraph 20(c)**: Plaintiff alleges information about Mr. Broidy's prostate cancer,

claiming she saved his life by discovering it. Again, plaintiff's sole purported justification is her imaginary malpractice claim based on her equally imaginary palimony claim, which are neither pleaded nor legally cognizable. The condition of Mr. Broidy's prostate is irrelevant to any actual claim in this case.

- **Paragraph 20(d)**: Plaintiff alleges that Mr. Broidy became "increasingly violent and disturbing," that he was possessive, and that he told Ms. Bechard she was "fat and needed to fix it." Plaintiff does not even attempt to argue these purported "facts" are relevant to *any* claim, asserting instead that they are "backdrop" and relate to "valuation." In fact, however, they are entirely irrelevant to every claim plaintiff actually pleaded, *and* to her theoretical, unpleaded and incognizable malpractice claim. They serve only to malign Mr. Broidy.

- **Paragraph 20(e)**: Plaintiff alleges that Mr. Broidy's attitude began to change as a result of "working for Donald Trump," and that "Mr. Broidy said that Mr. Trump was an idiot, who could not even pronounce the names of countries correctly." Plaintiff also states that Broidy "began to hurt [her] during sex[]." Plaintiff does not even attempt to argue how the majority of paragraph 20(e)—Mr. Broidy's purported opinion of President Trump—is at all relevant to any cause of action. Instead, she asserts solely that her statement about her intimate acts with Mr. Broidy relates to valuation of her (unpleaded and incognizable) malpractice claim. That statement invades Mr. Broidy's privacy in his intimate affairs, and, again, has no relevance to any actual pleaded claim in the case.

- **Paragraph 20(f)**: Plaintiff asserts that this paragraph describes her "close personal relationship" with Mr. Broidy. In fact, however, the paragraph includes numerous scandalous and inflammatory statements, including those that plaintiff does not even bother to defend, that Mr. Broidy called his wife a "bitch" and wanted to "skull fuck" plaintiff. Plaintiff also asserts that paragraph provides support for her supposed "herpes" claim. Neither argument is supportable. Plaintiff's relationship with Mr. Broidy is not at issue in this case as she does not seek to undo her settlement agreement and sues him solely for breach of contract. Moreover, plaintiff cannot plead any claim based on her attorney's purported failure to value a claim based on Mr. Broidy's alleged sexually transmitted disease. *See supra* at 5. The true purpose of this paragraph—as with all of these allegations—is to malign and embarrass Mr. Broidy.

- **Paragraph 20(g)**: Plaintiff alleges that she and Mr. Broidy used the "rhythm and withdrawal methods to avoid pregnancy," and that on September 24, 2017 Broidy "pushed Ms. Bechard to drink excessively so that she would be more compliant toward his physical abuse." Plaintiff offers *no* justification for including her and Mr. Broidy's normal method of birth control—a private fact that has no conceivable relevance to any claim—and asserts the rest of this paragraph is relevant solely to her non-existent "valuation" malpractice claim. The spurious allegation that Mr. Broidy abused plaintiff has no relevance to her actual breach of contract claim, or any other actual claim in the case, and serves only to publicly harm Mr. Broidy.

- **Paragraphs 21, 27, 28, and 31**: Plaintiff alleges that Mr. Broidy "began to demand she get an abortion," and that she had previously intended to keep the baby. She alleges that Mr. Davidson told her that Mr. Broidy would sue her for child support if

she kept the baby, and she should "be very very careful." Plaintiff asserts she feared these alleged "threats" and terminated her pregnancy as a result. Plaintiff's primary argument is that these statements are not about Mr. Broidy, but rather about Mr. Davidson—*i.e.*, she is in most instances only conveying what Mr. Davidson supposedly told her *about* Mr. Broidy. Again, however, the gist of these statements is to *harm Mr. Broidy*, and they have no legal relevance to any cause of action.

- **Paragraph 22**: Plaintiff alleges that she was "scared" of Mr. Broidy because she knew he had a gun in his car, and had told her he knew people who could make other people disappear. Plaintiff asserts this scandalous statement—included to imply that Mr. Broidy is violent and/or connected to organized crime—is relevant to her unpleaded "valuation" claim, but otherwise offers no justification for it. In fact, it has no connection to any actual pleaded cause of action.

- **Paragraph 26(a)**: Plaintiff alleges that Mr. Broidy told Mr. Davidson he was "broke" and would have to borrow funds to pay the settlement payment. While perhaps mild compared to the other statements made by plaintiff, this assertion invades Mr. Broidy's financial privacy and has no relevance to any cause of action.

- **Paragraph 53**: Plaintiff alleges that the settlement agreement contains various false statements designed to benefit Mr. Broidy. Again, however, as plaintiff *does not seek* to set aside the settlement agreement or its confidentiality provisions, this allegation is irrelevant.

V. THE ALLEGATIONS ARE IMPROPER AS WELL AS IRRELEVANT.

There is no legal basis for plaintiff to have included any of her challenged statements in her complaint. The intimate details of Mr. Broidy's medical conditions and purported sex acts are unnecessary in every respect to the resolution of this case. The allegations, such as that Mr. Broidy used the "rhythm and withdrawal method," that he "encouraged [plaintiff] to have liposuction," and that he refused prostate cancer surgery, cannot conceivably relate to any cause of action in this case. Moreover, the vast majority of the allegations intrude impermissibly on Mr. Broidy's constitutional right to medical privacy and privacy in his intimate affairs. *See* Motion to Seal or Alternatively Strike Sensitive and Immaterial Portions of the Complaint (the "Alternative Motion") (filed July 23, 2018) at 13-14; Reply ISO Alternative Motion (filed August 3, 2018) at 4-5; Reply ISO Alternative Motion (filed August 30, 2018) at 4-5, 8.

The inexorable conclusion is that the true purpose of plaintiff's inclusion of these scandalous, inappropriate, and *irrelevant* alleged "facts" is that plaintiff wants the Court to do what she cannot—publicize her underlying claims against Elliott Broidy in violation of the

settlement's confidentiality and arbitration provisions. This is improper, and the Court should not permit her to do it. *See Swapna v. Deshraj*, No. 16-CV-05482, 2018 WL 1142005, at *4 (N.D. Cal. Mar. 2, 2018) ("This action is not an opportunity to detail the intimate details of the parties' marriage, sexual habits, or allegations of domestic violence. The parties shall desist from using this forum to air their grievances with each other regarding these matters unless they can make some showing that these matters are relevant to Plaintiff's legal claims."); *In re Fletcher,* 424 F.3d 783, 788-89 (8th Cir. 2005) (trial court granted motion to strike because appellant "included scandalous allegations," the inclusion of which was to "harass and embarrass" and to "shamelessly publicize the case in the media prior to trial.")

As these allegations form ***no part*** of her cause of action against any defendant, the Court should exercise its power to strike this material as irrelevant and improper.

VI. THE MOTION IS NOT OVERBROAD.

In a last-ditch attempt to argue that the meritorious motion to strike should be denied, plaintiff contends this court should disregard the entire motion because "at least ***some*** of the factual allegations discussed at length above are relevant to one or more of Ms. Bechard's claims." Opp. at 14. This contention—that if a single allegation is proper, the entire motion to strike should be denied—is nonsense, and is unsupported by the cases upon which plaintiff relies. *Hill v. Wrather*, 158 Cal. App. 2d 818, 823 (1958) and *Triodyne v. Superior Court*, 240 Cal. App. 2d 536, 542 (1966) stand for the uncontroversial proposition that where a motion to strike is *so* broad as to effectively function as a special demurrer, it may be denied as overbroad. In *Hill*, an *entire* cross-complaint was stricken, 158 Cal. App. 2d at 823, and in *Triodyne*, the motion was "not directed to any particular allegations," 240 Cal. App. 2d at 542. Mr. Broidy's motion is targeted, specific, and addresses only a small portion of plaintiff's complaint. If the Court believes that any of the challenged statements are relevant to plaintiff's claims, it should retain those statements and strike the others.

VII. AT MINIMUM, THE ALLEGATIONS SHOULD BE SEALED.

The challenged statements are irrelevant, and improper, and should be stricken. In the alternative, however, they should *at minimum* be sealed. Plaintiff does not dispute that sealing is

appropriate here, *see* Opp. at 15-16, and it is, for the reasons explained in Mr. Broidy's Alternative Motion and the replies in support thereof. It also serves to protect the parties' valid contractual interests in confidentiality while their claims are arbitrated. *See* Mot. to Compel Arbitration and Reply in Support.

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 ELLIOTT BROIDY'S REPLY MEMORANDUM IN SUPPORT OF HIS MOTION TO STRIKE SENSITIVE AND IMMATERIAL PORTIONS OF THE COMPLAINT – 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