ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
CHARLES H. JUNG (217909) / ANDREW R. KISLIK (118772)
NASSIRI & JUNG LLP
707 Wilshire Blvd., 46th Floor
Los Angeles, California 90017

TELEPHONE NO.: (213) 626-6200 FAX NO. *(Optional):*
E-MAIL ADDRESS *(Optional):*
ATTORNEY FOR *(Name):* Plaintiff Wayne Kamemoto

*FOR COURT USE ONLY*

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF** Los Angeles
STREET ADDRESS: 111 N. Hill St.
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Stanley Mosk Courthouse

PLAINTIFF/PETITIONER: Wayne Kamemoto
DEFENDANT/RESPONDENT: KSFB Management, LLC, et al.

# NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER:
21STCV05236

***(Check one):*** [x] **UNLIMITED CASE** (Amount demanded exceeded $25,000) [ ] **LIMITED CASE** (Amount demanded was $25,000 or less)

**TO ALL PARTIES :**

1. A judgment, decree, or order was entered in this action on *(date)*: April 5, 2021

2. A copy of the judgment, decree, or order is attached to this notice.

Date: April 14, 2021

Charles H. Jung
(TYPE OR PRINT NAME [x] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

(SIGNATURE)



Form Approved for Optional Use
Judicial Council of California
CIV-130 [New January 1, 2010]

**Superior Court of California**

**County of Los Angeles**

**Department 78**

WAYNE KAMEMOTO;

Plaintiff,

vs.

KSFB MANAGEMENT, LLC, et al.

Defendants.

Case No.: 21STCV05236
Hearing Date: April 1, 2021

**FINAL RULING RE:**

**PLAINTIFF WAYNE KAMEMOTO'S MOTION FOR PRELIMINARY INJUNCTION**

**DEFENDANTS KSFB MANAGEMENT, LLC, NKSFB, LLC, AND MICKEY SEGAL'S MOTION TO COMPEL ARBITRATION**

Plaintiff Wayne Kamemoto's Motion for Preliminary Injunction is GRANTED.

Defendants KSFB Management, LLC, NKSFB, LLC, and Mickey Segal's Motion to Compel Arbitration is DENIED.



## FACTUAL BACKGROUND

This is an action for declaratory and injunctive relief. The First Amended Complaint ("FAC") alleges as follows. Plaintiff Wayne Kamemoto ("Kamemoto") was employed by Defendants KSFB Management, LLC ("KSFB") and NKSFB, LLC ("NKSFB"). (FAC ¶ 2.) On January 8, 2021, Plaintiff was terminated, both explicitly and constructively. (FAC ¶ 3.) Plaintiff seeks declaratory and injunctive relief against enforcement of the Non-Competition Covenant, the Non-Solicitation Covenants in the

Agreements, and the similar noncompetition and non-solicitation covenants in the NKSFB Agreements, the TMAC LLC Agreement, and other agreements Defendants are seeking to enforce. (FAC ¶ 39.)

## PROCEDURAL HISTORY

Plaintiff filed the Complaint on February 9, 2021, and the FAC on February 26, 2021 alleging two causes of action for:

1. Declaratory relief
2. Injunctive relief

On February 24, 2021, this case was transferred to Dept. 78.

On March 1, 2021, Department 86 of this Court denied Plaintiff's Ex Parte Application for a Temporary Restraining Order without prejudice.

On March 4, 2021, Plaintiff filed the instant Motion for Preliminary Injunction.

On March 4, 2021, Defendants filed the instant Motion to Compel Arbitration.

On March 18, 2021, Plaintiff filed an Opposition to the Motion to Compel.

On March 18, 2021, Defendants filed an Opposition to Motion for Preliminary Injunction.

On March 24, 2021, both parties filed respective Replies.

## DISCUSSION



### I. REQUEST FOR JUDICIAL NOTICE

Defendants request judicial notice of three declarations filed in support of Defendants' opposition to Kamemoto's Ex Parte Application for Temporary Restraining Order, and the Notice of the Court's ruling. The Court GRANTS these requests.

### II. OBJECTIONS

Plaintiff objects to evidence submitted by Defendants in opposition to the Motion for Preliminary Injunction. The objections are OVERRULED.

## III. MOTION FOR PRELIMINARY INJUNCTION

Code of Civil Procedure, section 526, subdivision (a) provides that the court "may" grant an injunction in the following cases:

> (1) When it appears by the complaint that the [moving party] is entitled to the relief demanded, and the relief, or any part thereof, consists in restraining the commission or continuance of the act complained of, either for a limited period or perpetually.
>
> (2) When it appears by the complaint or affidavits that the commission or continuance of some act during the litigation would produce waste, or great or irreparable injury, to a party to the action.
>
> (3) When it appears, during the litigation, that a party to the action is doing, or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the rights of another party to the action respecting the subject of the action, and tending to render the judgment ineffectual.
>
> (4) When pecuniary compensation would not afford adequate relief.
>
> (5) Where it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief.
>
> (6) Where the restraint is necessary to prevent a multiplicity of judicial proceedings.
>
> (7) Where the obligation arises from a trust.
>
> (Code Civ. Proc., § 526, subd. (a).)



In determining whether to issue a preliminary injunction, a trial court considers: (1) the likelihood that the party seeking the injunction will prevail on the merits of its case at trial, and (2) the interim harm that the party seeking the injunction is likely to sustain if the injunction is denied as compared to the harm that the defendant is likely to suffer if the court grants a preliminary injunction. (*Integrated Dynamic Solutions, Inc. v. VitaVet Labs, Inc.* (2016) 6 Cal.App.5th 1178, 1183; *Donahue Schriber*

*Realty Group, Inc. v. Nu Creation Outreach* (2014) 232 Cal.App.4th 1171, 1177.) "'The latter factor involves consideration of such things as the inadequacy of other remedies, the degree of irreparable harm, and the necessity of preserving the status quo.' [Citation.]" (*Ibid.*) Further, in the latter factor, the court considers the balance of harm presented, i.e., the comparative consequences of the issuance and nonissuance of the injunction. (*Common Cause v. Board of Supervisors* (1989) 49 Cal.3d 432, 442.)

"The presence or absence of each factor is usually a matter of degree, and if the party seeking the injunction can make a sufficiently strong showing of likelihood of success on the merits, the trial court has discretion to issue the injunction notwithstanding that party's inability to show that the balance of harms tips in his favor." (*Id.* at 447.) Further, "If the denial of an injunction would result in great harm to the plaintiff, and the defendants would suffer little harm if it were granted, then it is an abuse of discretion to fail to grant the preliminary injunction." (*Robbins v. Superior Court* (1985) 38 Cal.3d 199, 205.)

The party seeking the preliminary injunction bears the burden of proof and persuasion on both factors. (*Drakes Bay Oyster Co. v. California Coastal Com.* (2016) 4 Cal.App.5th 1165, 1172.)

**1. Interim Harm to Kamemoto**

An injunction will not issue unless the moving party establishes both a threat of immediate and irreparable interim harm, and the inadequacy of legal remedies. (*Choice-in-Education League v. Los Angeles Unified School Dist.* (1993) 17 Cal.App.4th 415, 431; *Triple A Machine Shop v. California* (1989) 213 Cal.App.3d 131, 138.) "The more likely it is that plaintiffs will ultimately prevail, the less severe must be the harm that they allege will occur if the injunction does not issue." (*Right Site Coalition v. Los Angeles Unified School Dist.* (2008) 160 Cal.App.4th 336, 338.)



Kamemoto seeks to enjoin enforcement by defendants of clauses in his contracts that prohibit him from competing with defendants or soliciting clients of defendants for a period of time after his employment with defendants ends. Kamemoto argues that he is suffering from "lost or at-risk employment opportunities" due to the non-compete contracts' "interference with his ability to freely compete." (Motion at pp. 5, 10.) He contends that "Without an injunction, Plaintiff will suffer lost opportunities, the inability to

engage in new employment in his field, the inability to use his extensive knowledge and expertise – developed over 26 years – for his career, and the loss of goodwill and relationships with customers and industry contacts." (Motion at p. 12.)Kamemoto argues that "if a preliminary injunction is not issued preventing Defendants from enforcing the noncompetition and nonsolicitation agreements," then he will be harmed in his ability to be employed in his chosen profession and will suffer a loss of income "irreparably harming his ability to meet his family's needs." (Motion at p. 12.)

In support of his motion Kamemoto declares that "Michael Brown, the managing partner of Roger A Brown & Company, a leading and established provider of business management services to high net-worth clients, expressed interest in working with [him]," but when Kamemoto informed Brown that Segal threated him with litigation to enforce the non-compete clause, Brown attempted to negotiate with Segal but could not pay the $4 million demanded by Segal. Brown ultimately decided to not hire Kamemoto due to Defendants' attempts to enforce the non-compete clause and the prospect of long and expensive litigation. (Kamemoto Decl. ¶¶ 3-8.)[1] Kamemoto also submits the declaration of Mark Yokoi ("Yokoi") a business manager who was interested in hiring Kamemoto due to his well-respected reputation. (Yokoi Decl., ¶ 2.) He declares that "I understand that Kamemoto's former employer has taken legal action against Kamemoto related to his departure and future employment. Knowing that NKSFB is one of the largest business management firms in the country, I decided not to pursue the possibility of working with Kamemoto because my firm cannot afford the large amount of time and money associated with a potential legal dispute involving NKSFB." (Yokoi Decl., ¶ 5.) Yokoi further declares in support of Kamemoto's allegations of harm: "we are in the type of business where being sidelined, even for a short while, hurts your reputation. Not being available and not having a presence in the media or with colleagues sends a negative message to clients and the industry. Continuity, reputation, and maintaining a high profile are crucial in our profession and it may be extremely hard to recover from damage to any of them." (Yokoi Decl., ¶ 6.)



[1] As defendants counsel pointed out at the hearing on this motion, Mr. Brown filed a declaration in support of defendant's opposition disputing the statements in part. It is difficult however to evaluate this denial since Mr. Brown claimed the parties had agreed that the conversations were confidential settlement negotiations and Mr. Brown therefore declined to provide a full statement of what was said at the meeting.

The fact that Kamemoto faces serious and irreparable injury is also shown by ruling *Brown v. TGS Management Company, LLC* (2020) 57 Cal.App.5th 303, which will be discussed in more detail below. In *Brown* the Plaintiff requested declaratory relief declaring that confidentiality, non-solicitation and non-competition clauses in his contract with his former employer violated Business & Professions Code 16600 and were void because they restricted his ability to practice his chosen profession after he left his employment with defendant. The arbitrator denied this request finding (1) it was moot since the two-year postemployment period during which plaintiff was prevented from competing had already passed by the date of the arbitration award, (2) without knowing how plaintiff would conduct himself in the future, it was not possible to tell whether this conduct would in fact violate the restrictions, and (3) plaintiff was not entitled to the relief because he had "unclean hands."

Typically arbitration awards are not reviewable for errors of fact or law and, on this basis, the trial court confirmed the award. The appellate court, reversed, holding that the confidentiality, non-solicitation and non-competition clauses at issue there were "*facially void*" because they violated the important public policy set forth in Business & Professions Code section 16600. Given this fact, the Court held that the arbitrator exceeded his powers in refusing to issue a declaration as requested whether or not the plaintiff could demonstrate injury. *Brown*, 57 Cal. App. 5th, *supra,* at 315-316. The same is true here since the restricting clauses discussed in *Brown* are virtually identical to the confidentiality, non-solicitation and non-competition clauses here.

There is one additional factor the Court has considered in connection with the question of whether Mr. Kamemoto is at risk of suffering irreparable harm in the absence of this preliminary injunction. Mickey Segal is the Managing Partner of Defendant NKSFB. On March 18, 2021 Mr. Segal filed a declaration in in opposition to the Motion for Preliminary Injunction. In that declaration Mr. Segal states that he has never told Kamemoto or anyone else that it is his intention to enforce the non-solicitation and non-competition clauses at issue here to prevent Kamemoto from being hired by another business management firm. He also states "It is not my intention to enforce these provisions to prevent Plaintiff from being hired by another business management firm."

The literal accuracy of this last statement depends upon what Mr. Segal meant by "my." On March 4, 2021 Defendants' attorney William Mullen filed

a declaration in support of the Motion to Compel Arbitration and Stay Proceedings. Attached as exhibit F to that declaration is a Demand for Arbitration filed by defendants with the American Arbitration Association on February 26, 2021. Although this Demand is not signed by Mr. Segal, it does seem slightly inconsistent. The first three causes of action are for Breach of Contract –Non-Solicitation Provisions, Breach of Contract – Confidentiality Provisions and Breach of Contract – Non-Competition Provisions. Each of these causes of action contains a recitation of the clause in question as well as the "post-employment" period of time the clause is alleged to restrict Kamemoto from competing with Defendants. The prayer, which requests "a temporary restraining order, as well as a preliminary and/or permanent injunction… Including, but not limited to, enjoining Respondents from taking away NKFSB and KSFB clients and employees" also makes clear that Defendants' are in fact attempting to enforce the "*facially void*" non-competition and non-solicitation clauses to interfere with Kamemoto's ability to practice his chosen profession.

So at pretty much every level the evidence clearly shows that there is a threat of irreparable injury to Kamemoto if a preliminary injunction is not granted .

**2 Interim Harm to Defendants**

Taking Mr. Segal at his word for purposes of the analysis of potential harm to Defendants if a preliminary injunction is granted, there is on the other hand no evidence that any injury at all that will befall them If the preliminary injunction is granted. In fact their evidence is to the contrary. Defendants argue that they do not intend to enforce the non-compete and non-solicitation clauses. Therefore a preliminary injunction enjoining Defendants from doing just that cannot cause them any injury.

Defendant's do claim that a preliminary injunction issued by this Court which enjoins them from enforcing facially void illegal anticompetitive restrictions will prejudice their ability to convince an arbitrator that such an injunction is not warranted because the clauses are not facially void and illegal. This contention will be discussed in section IV of this ruling. At this point, suffice it to say that Code of Civil Procedure section 1281.8 and defendants contracts which they assert require arbitration both expressly permit the Court to issue such preliminary injunctions.



**3. Kamemoto's Likelihood of Prevailing on the Merits**

"The ultimate goal of any test to be used in deciding whether a preliminary injunction should issue is to minimize the harm which an erroneous interim decision may cause." (*Jay Bharat Developers, Inc. v. Minidis* (2008) 167 Cal.App.4th 437, 443.) A court may not grant a preliminary injunction, regardless of the balance of interim harm, unless there is some possibility that the[moving party] will ultimately prevail on the merits of its claim. (*Costa Mesa City Employees' Assn. v. City of Costa Mesa* (2012) 209 Cal.App.4th 298, 309.) In this case Kamemoto has established much more than "some possibility" that he will prevail.

Business & Professions Code Section 16600 states: "Except as provided in this chapter, every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void." (Bus. & Prof. Code, § 16600.) Where non-compete and non-solicitation clauses are broadly worded so as to "restrain the employees from practicing their chosen profession," the clauses are void. (*Dowell v. Biosense Webster, Inc.* (2009) 179 Cal.App.4th 564, 575.) The "inelasticity" of this prohibition is illustrated by *Brown v. TGS Management Company, LLC* (2020) 57 Cal.App.5th 303, (which the Court asked the parties to address on this motion) and by *Edwards v. Arthur Anderson, LLC* (2008) 44 Cal. 4th 937, the seminal California Supreme Court case on the scope of the prohibitions set forth in Business & Professions Code Section 16600 et. Seq.

As the Court stated in *Brown:* "Section 16600 expresses California's strong public policy of protecting the right of its citizens to pursue any lawful employment and enterprise of their choice. [Citations.] California courts 'have consistently affirmed that section 16600 evinces a settled legislative policy in favor of open competition and employee mobility.'" *Brown v. TGS Management Company, LLC* (2020) 57 Cal.App.5th, *supra*, at 314–315. *Brown* also makes clear that *any* restrictions on competition or solicitation by a former employee after his or her employment is terminated are illegal *per se* unless expressly permitted by section 16600, et. seq.

Defendant's counsel attempts to distinguish *Brown* by pointing out that *Brown* involved a decision on whether to reject or confirm an arbitrator's award, not a decision on whether to grant or deny a preliminary injunction. While this fact has relevance to the discussion in Section IV of this Ruling, the decision to vacate an arbitrator's award has much more significance than a decision on whether to grant or not grant a preliminary injunction

since arbitrator's awards ordinarily cannot be challenged on the grounds that they do not correctly apply the law or are unsupported by the facts.

Defendant's counsel also attempts to distinguish *Brown* by pointing out that the restrictive provisions in the contract at issue in *Brown* were in some cases for a longer period than the restrictive provisions here. *Brown,* however, was based on and cited *Edwards*, which, as noted, is the seminal California case on the meaning of Section 16600. In *Edwards* restrictive provisions were for a period of one year and 18 months, similar to the restrictions here. Based on this fact the defendant attempted to argue that this period of restriction was "reasonable" and therefore did not violate the statute. This contention was rejected in *Edwards,* the Court making clear that non-competition agreements are invalid under section 16600 in California, even if narrowly drawn, unless they explicitly fall within the applicable statutory exceptions of section 16601, 16602, or 16602.5.(*Edwards, supra,* 44 Cal 4th, at 949-950,

The non-competition and non-solicitation clauses at issue here are found in sections 4.7.1 and 4.7.2 of the Management Agreement, and also in sections 2.11 and 2.12 of the Management Services Agreement These clauses prohibit Kamemoto from continuing to do business with his clients should he leave his employment by Defendants. (FAC ¶ 17.) Section 2.11 of the Management Services agreement states: "neither the Management Service Provider nor any Principal shall, within the territory [the United States] and for the period set forth in Section 2.11(b) below, directly or indirectly, own, manage, operate, control or participate in the ownership, management, operation or control of, or have any interest financial or otherwise, in, or act as a partner, manager, member, principal, executive, employee, agent, representative, solicitor, consultant, independent contractor or any other Representative of, or licensor to, any business engaged in the provision of Family Office Services or any similar services that are competitive with any portion of the Business, except as expressly contemplated by this Agreement." (FAC ¶ 15.)

These clauses, on their face, are void and illegal under Business & Professions code sections 16600, et. Seq., and Kamemoto has clearly established that he is likely to succeed on the merits of this action.

Accordingly, the Motion for Preliminary Injunction is GRANTED.

## IV. MOTION TO COMPEL ARBITRATION

As noted above, the Appellate Court in *Brown,* reviewing the matter *de novo*, reversed a trial court's order confirming an arbitration award. The Court held that the non-compete and non-solicitation clauses in the contracts there at issue were "facially void *ab initio* and unenforceable." Because of this fact, the Court held that the arbitrators "exceeded their powers" by issuing an award which enforced those provisions and that the trial court committed error by confirming that award.

It goes without saying that in order for this Court to grant a motion to compel arbitration, there must be an "arbitrable issue" raised by the pleadings. The only issue raised in Kamemoto's complaint here is the legality of the non-solicitation and non-competition clauses in his relevant contracts. Since these clauses are functionally equivalent to the "facially void" clauses at issue in *Brown,* granting the Motion to Compel Arbitration of these claims would be an exercise in futility. Put another way, there is "no arbitrable issue" here because the clauses are void and unenforceable under California law and any decision to the contrary by an arbitrator could not withstand review either by the trial court on a Motion to Confirm an award or by the Appellate Court.

At the hearing on this motion on April 1, 2021 counsel for Defendants for the first time raised a claim that the restraints at issue here are permissible under Business & Professions Code section 16601. In this connection Counsel asked the Court to review the declaration of Mickey Segal dated March 4, 2021 and its exhibits and the Court has done so.

As summarized in *Brown,* Section 16601 permits non-compete agreements when executed by "One who sells the goodwill of a business, or all of one's ownership interest in a business entity (which includes partnerships or corporations), or substantially all of the operating assets and goodwill, to a buyer who will carry on the business. [2] in these cases it is permissible for the seller to "agree with the buyer not to carry on a similar business within a specified geographic area, if the business will be carried on by the buyer."

Reviewing the Segal declaration, the only sale identified in that declaration is a January 1, 2019 sale by David Weise and Associates of "all of its assets and business, including its client relationships," to Defendant NKFSD. With respect to this sale, Mr. Segal states that Plaintiff had been



[2] *Brown,* 57 Cal. App. 5th, *supra,* at 314, Fn. 3

"employed as a business manager" by David Weise and Associates since approximately 2005.

The Segal Declaration does go on to describe a number of agreements entered into by Defendants and Mr. Kamemoto subsequent to this sale and the Court has reviewed those agreements. None are relevant to the issue before the Court.

At the time of the sale Mr. Kamemoto had been an employee of David Weise and Associates for 14 years. As an employee he did not "own" any of the business or assets that were being sold, including the "client relationships." Nor did he own the goodwill associated with the business. So by definition he could not sell these relationships or the goodwill of the business because he did not own either. Nor could he later "contribute" that goodwill to Defendants because it along with the business relationships had already been sold to by David Weise and Associates to Defendants.

In short, none of the Agreements attached to the Segal Declaration remotely meet requirement for the application of Section 16601 that Mr. Kamemoto be a person who "sold the goodwill of a business, or all of [his] ownership interest in a business entity (which includes partnerships or corporations), or substantially all of the operating assets and goodwill, to a buyer who will carry on the business."

It is of course unusual for a trial Court to refuse to enforce an arbitration agreement solely on the grounds that the complaint at issue does not raise any "arbitrable issue." But it was equally unusual for the appellate Court in *Brown* to overrule both the trial court and the arbitrator and hold as a matter of law that the trial court's order confirming the arbitrator's award which declined to find that the anticompetitive clauses at issue here were facially void and illegal must be reversed.

The Court believes that both decisions are based on the same principle. As the Court stated in *Dowell v.Biosense Webster, Inc.* (2009) 179 Cal. App.4$^{th}$564, 575' "Section 16600 expresses California's strong public policy of protecting the rights of its citizens to pursue any lawful employment and enterprise of their choice. California courts have consistently affirmed that section 16600 evinces a settled legislative policy in favor of open competition and employee mobility."

In *Brown* the Court found and believed that this policy required it to reverse both the trial court and arbitrator because the anti-competitive clauses at issue there were *facially* illegal and void. The same is true of the functionally equivalent non-solicitation and non-competition clauses which are the sole subject of this action.

Accordingly, Defendants' Motion to Compel Arbitration is DENIED.

In making these rulings the Court emphasizes, as it did at the April 1, 2021 hearing on these motions, that the Court's ruling denying the Motion to Compel Arbitration and Stay Action is a ruling based upon the allegations of the complaint in this action. It may be that, as the Court noted in *Brown*[3], that Defendants have other tort or violation of trade secret claims that do not require enforcement of the facially void and illegal postemployment non-solicitation and non-competition clauses that are the sole subject of this action. In the event Defendants file a motion to compel arbitration with respect any such claims, the Court will evaluate that motion under generally governing principles

Plaintiff to give notice.

DATED: April 5, 2021

Hon. Robert S. Draper
Judge of the Superior Court

04/08/2021

[3] *Id.*, at 319

**PROOF OF SERVICE**

**CASE NAME:** **KAMEMOTO v. KSFB MANAGEMENT, LLC, et al.**
**COURT:** **LOS ANGELES COUNTY SUPERIOR COURT**
**CASE NO:** **21STCV05236**

I am employed in the City and County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 707 Wilshire Blvd, 46th Floor, Los Angeles, California 90017. On the date below, I served the within document(s) described as follows:

- **NOTICE OF FINAL RULING RE: PLAINTIFF WAYNE KAMEMOTO'S MOTION FOR PRELIMINARY INJUNCTION AND DEFENDANTS KSFB MANAGEMENT, LLC, NKSFB, LLC, AND MICKEY SEGAL'S MOTION TO COMPEL ARBITRATION ENTERED APRIL 5, 2021**

on the interested parties in this action as follows:

**[X]** **BY EMAIL:** My email address is caleb@njfirm.com and service of the aforementioned document(s) occurred to the email addresses shown below on the date shown below.

Patricia L. Glaser (pglaser@glaserweil.com)
Adam Pines (apines@glaserweil.com)
Rory S. Miller (rmiller@glaserweil.com)
William C.Mullen (wmullen@glaserweil.com)
Glaser Weil Fink Howard Avchen & Shapiro LLP
10250 Constellation Blvd., 19th Floor
Los Angeles, CA 90067

**[X]** **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed April 14, 2021 at Los Angeles, California.

CALEB PETERSON