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6
7

FILED
Superior Court of California
County of Los Angeles

MAR 23 2015

Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva Deputy
Cristina Grijalva

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT – UNLIMITED

11 FRANK SIVERO, an Individual,
12 Plaintiff,
13 v.
14 FOX TELEVISION STUDIOS, INC., a
California corporation, 21st CENTURY FOX
15 AMERICA, INC., a New York corporation,
and DOES 1 - 100, inclusive,
16 Defendants.
17

CASE NO. BC561200
The Honorable Rita Miller, Judge
ANSWER OF DEFENDANT
TWENTIETH CENTURY FOX FILM
CORPORATION

File Date: October 21, 2014
Trial Date: None

24 Defendant Twentieth Century Fox Film Corporation, added as Defendant
25 (“Defendant”), by its attorneys, Mitchell Silberberg & Knupp LLP, hereby answers the Complaint
26 of Plaintiff Frank Sivero (“Plaintiff”) as follows:
27

CIT/CASE: BC561200
LEA/DEF#:
RECEIPT #: 00195707057
DATE PAID: 03/23/15 01:30 PM
PAYMENT: \$435.00
RECEIVED: 310
CHECK: \$435.00
CASH: \$0.00
CHARGE: \$0.00
CASH: \$0.00

03 / 23 / 2015
Mitchell Silberberg & Knupp LLP
6728115.2

I.

PARTIES AND GENERAL ALLEGATIONS

A. PLAINTIFF

1. In answer to Paragraph 1 of the Complaint, Defendant is informed and believes, and therefore alleges, that Plaintiff is an actor. Defendant specifically denies that the character "Louie" in *The Simpsons* television series was based on Plaintiff or any character that he has ever played. Defendant further specifically denies that it has any liability to Plaintiff, for the reasons set forth in the Complaint or otherwise, or at all. Except as expressly admitted or alleged, Defendant lacks knowledge or information sufficient to form a belief as to the truth of said allegations, and on that basis denies each and every such allegation contained in this paragraph.

B. DEFENDANTS

2. In answer to Paragraph 2 of the Complaint, Defendant alleges that erroneously sued, former defendant Fox Television Studios, Inc. has been dismissed from this case, and therefore this paragraph does not require an answer.

3. In answer to Paragraph 3 of the Complaint, Defendant alleges that erroneously sued, former defendant 21st Century Fox America, Inc. has been dismissed from this case, and therefore this paragraph does not require an answer.

4. In answer to Paragraph 4 of the Complaint, Defendant admits that Matthew Groening is a co-creator of *The Simpsons* television series. Except as expressly admitted or alleged Defendant lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 4, and on that basis denies each and every such allegation contained therein.

5. In answer to Paragraph 5 of the Complaint, Defendant lacks knowledge or information sufficient to form a belief as to the truth of said allegations, and on that basis denies each and every such allegation contained therein. Defendant further specifically denies that it has any liability to Plaintiff, for the reasons set forth in the Complaint or otherwise, or at all.

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1 6. In answer to Paragraph 6 of the Complaint, Defendant denies each and every
2 allegation contained therein. Defendant further specifically denies that it has any liability to
3 Plaintiff, for the reasons set forth in the Complaint or otherwise, or at all.

4 7. In answer to Paragraph 7 of the Complaint, Defendant denies each and every
5 allegation contained therein. Defendant further specifically denies that it has any liability to
6 Plaintiff, for the reasons set forth in the Complaint or otherwise, or at all.

7 **C. FACTS**

8 1. In answer to (Second) Paragraph 1¹ of the Complaint, Defendant lacks knowledge
9 or information sufficient to form a belief as to the truth of said allegations, and on that basis denies
10 each and every allegation contained in this paragraph.

11 2. In answer to (Second) Paragraph 2 of the Complaint, Defendant lacks knowledge or
12 information sufficient to form a belief as to the truth of said allegations, and on that basis denies
13 each and every allegation contained in this paragraph.

14 3. In answer to (Second) Paragraph 3 of the Complaint, Defendant specifically denies
15 that the character "Louie" is based on Plaintiff or any character he has played. Defendant further
16 denies that it has any liability to Plaintiff, for the reasons set forth in the Complaint or otherwise,
17 or at all. Except as expressly denied, Defendant lacks knowledge or information sufficient to form
18 a belief as to the truth of the remaining allegations of said (Second) Paragraph 3, and on that basis
19 denies each and every allegation contained in this paragraph.

20 4. In answer to (Second) Paragraph 4 of the Complaint, Defendant lacks knowledge or
21 information sufficient to form a belief as to the truth of said allegations, and on that basis denies
22 each and every allegation contained in this paragraph.

23 5. In answer to (Second) Paragraph 5 of the Complaint, Defendant denies each and
24 every allegation contained therein.

25 6. In answer to (Second) Paragraph 6 of the Complaint, Defendant admits that *The*
26 *Simpsons* television series first aired in or around 1989, and that Mr. Groening was a co-creator of
27 *The Simpsons*. Defendant also admits that *The Simpsons* television series is about the Simpsons

28 ¹ Defendant notes that the Paragraph numbering in the Complaint restarts at number 1 here.

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1 family and that the series aired on American television. Except as expressly admitted, alleged, or
2 denied, Defendant lacks knowledge or information sufficient to form a belief as to the truth of the
3 remaining allegations of (Second) Paragraph 6, and on that basis denies each and every such
4 allegation contained therein.

5 7. In answer to (Second) Paragraph 7 of the Complaint, Defendant admits that from
6 time to time *The Simpsons* television series has featured parodies of real-life people. Defendant
7 denies that *The Simpsons* television series is (or was) “known for basing characters” on “real life
8 people [or] real life characters.” Except as expressly admitted, alleged, or denied, Defendant lacks
9 knowledge or information sufficient to form a belief as to the truth of the remaining allegations of
10 (Second) Paragraph 7, and on that basis denies each and every such allegation contained therein.

11 8. In answer to Paragraph 8 of the Complaint, Defendant denies each and every
12 allegation contained therein.

13 9. In answer to Paragraph 9 of the Complaint, Defendant denies each and every
14 allegation contained therein.

15 10. In answer to Paragraph 10 of the Complaint, Defendant admits that a character
16 named “Louie” has appeared on *The Simpsons* television series. Defendant alleges that the
17 contents of the television series, and each episode thereof purportedly at issue in this action speak
18 for themselves, and refers to the television series and those episodes for a description of their
19 content. Except as expressly admitted or alleged, Defendant denies each and every allegation
20 contained in said Paragraph 10.

21 11. In answer to Paragraph 11 of the Complaint, Defendant admits that *The Simpsons*
22 television series was adapted into a movie entitled “*The Simpsons Movie*,” and that the film was a
23 Gracie Films production, and a Matt Groening production, with animation produced by Film
24 Roman and Rough Draft Studios. Defendant admits that this film was released in or around July
25 of 2007. Except as expressly admitted or alleged, Defendant denies each and every allegation
26 contained in said Paragraph 11.

27 12. In answer to Paragraph 12 of the Complaint, Defendant admits that *The Simpsons*
28 television series was adapted into a video game entitled “*The Simpsons: Hit and Run*.” Defendant

1 alleges that the contents of the video game speak for themselves, and refers to the video game for
2 a description of its content. Except as expressly admitted or alleged, Defendant denies each and
3 every such allegation contained in said Paragraph 12.

4 13. In answer to Paragraph 13 of the Complaint, Defendant admits that *The Simpsons*
5 television series was adapted into a mobile video game entitled "*The Simpsons: Tapped Out*."
6 Defendant alleges that the contents of the mobile video game speak for themselves, and refers to
7 the game for a description of its content. Except as expressly admitted or alleged, Defendant
8 denies each and every such allegation contained in said Paragraph 13.

9 14. In answer to Paragraph 14 of the Complaint, Defendant admits that *The Simpsons*
10 television series is available throughout certain areas of the world, generating revenue. Defendant
11 admits that *The Simpsons*-related products exist, and alleges that the contents of those products
12 speak for themselves. Except as expressly admitted or alleged, Defendant denies each and every
13 such allegation contained in said Paragraph 14.

14 15. In answer to Paragraph 15 of the Complaint, Defendant denies each and every
15 allegation contained therein.

16 16. In answer to Paragraph 16 of the Complaint, Defendant denies each and every
17 allegation contained therein.

18 17. In answer to Paragraph 17 of the Complaint, Defendant lacks knowledge or
19 information sufficient to form a belief as to the truth of said allegations, and on that basis denies
20 each and every allegation contained in this paragraph.

21 18. In answer to Paragraph 18 of the Complaint, Defendant specifically denies that the
22 character "Louie" is based on Plaintiff or any character that he has ever played, and further
23 specifically denies that it has any liability to Plaintiff, for the reasons set forth in the Complaint or
24 otherwise, or at all. Except as expressly denied, Defendant lacks knowledge or information
25 sufficient to form a belief as to the truth of said allegations, and on that basis denies each and
26 every remaining allegation contained in this paragraph.

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II.

JURISDICTION

19. In answer to Paragraph 19 of the Complaint, Defendant alleges that erroneously sued, former defendant Fox Television Studios, Inc. has been dismissed from this case, and therefore this paragraph does not require an answer.

20. In answer to Paragraph 20 of the Complaint, Defendant alleges that erroneously sued, former defendant 21st Century Fox America, Inc. has been dismissed from this case, and therefore this paragraph does not require an answer.

21. In answer to Paragraph 21 of the Complaint, Defendant can neither admit nor deny this allegation because it is incomprehensible.

III.

CAUSES OF ACTION

COUNT 1

COMMON-LAW INFRINGEMENT OF RIGHT OF PUBLICITY

(Against ALL DEFENDANTS)

22. In answer to Paragraph 22 of the Complaint, Defendant realleges and incorporates herein by reference its responses to Paragraphs 1 through 21 as though fully set forth herein.

23. In answer to Paragraph 23 of the Complaint, Defendant denies each and every allegation contained therein.

24. In answer to Paragraph 24 of the Complaint, Defendant denies each and every allegation contained therein, and further denies that Plaintiff has suffered damages, in the amount alleged in the Complaint or otherwise, or at all.

25. In answer to Paragraph 25 of the Complaint, Defendant denies each and every allegation contained therein, and further specifically denies that it has any liability to Plaintiff, for the reasons set forth in the Complaint or otherwise, or at all. Defendant further denies that Plaintiff has suffered damages, in the amount set forth in the Complaint or otherwise, or at all.

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1 COUNT II

2 MISAPPROPRIATION OF LIKENESS

3 VIOLATION OF PLAINTIFF'S RIGHT OF PUBLICITY

4 (Against ALL DEFENDANTS)

5 26. In answer to Paragraph 26 of the Complaint, Defendant realleges and incorporates
6 herein by reference its responses to Paragraphs 1 through 25 as though fully set forth herein.

7 27. In answer to Paragraph 27 of the Complaint, Defendant denies each and every
8 allegation contained therein.

9 28. In answer to Paragraph 28 of the Complaint, Defendant denies each and every
10 allegation contained therein, and further specifically denies that it has any liability to Plaintiff, for
11 the reasons set forth in the Complaint or otherwise, or at all.

12 29. In answer to Paragraph 29 of the Complaint, Defendant is without information or
13 belief regarding whether Plaintiff gave any consent, and on that basis denies the allegations of said
14 paragraph. Defendant further alleges that no such consent was necessary for any reason.
15 Defendant specifically denies that the character "Louie" is based on Plaintiff or any character that
16 he has ever played, and further specifically denies that it has any liability to Plaintiff, for the
17 reasons set forth in the Complaint or otherwise, or at all.

18 30. In answer to Paragraph 30 of the Complaint, Defendant is without information or
19 belief regarding whether Plaintiff gave any authorization, and on that basis denies the allegations
20 of said paragraph. Defendant further alleges that no such authorization was necessary for any
21 reason. Defendant specifically denies that the character "Louie" is based on Plaintiff or any
22 character that he has ever played, and further specifically denies that it has any liability to
23 Plaintiff, for the reasons set forth in the Complaint or otherwise, or at all.

24 31. In answer to Paragraph 31 of the Complaint, Defendant denies each and every
25 allegation contained therein, and further denies that Plaintiff has suffered damages, in the amount
26 alleged in the Complaint or otherwise, or at all.

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COUNT III

MISAPPROPRIATION OF IDEAS

(Against ALL DEFENDANTS)

32. In answer to Paragraph 32 of the Complaint, Defendant realleges and incorporates herein by reference its responses to Paragraphs 1 through 31 as though fully set forth herein.

33. In answer to Paragraph 33 of the Complaint, Defendant denies each and every allegation contained therein. Defendant specifically denies that the character "Louie" is based on Plaintiff or any character that he has ever played, and further specifically denies that it has any liability to Plaintiff, for the reasons set forth in the Complaint or otherwise, or at all.

34. In answer to Paragraph 34 of the Complaint, Defendant lacks knowledge or information sufficient to form a belief as to the truth of said allegations, and on that basis denies each and every allegation contained in this paragraph.

35. In answer to Paragraph 35 of the Complaint, Defendant denies each and every allegation contained therein, and further specifically denies that it has any liability to Plaintiff, for the reasons set forth in the Complaint or otherwise, or at all.

36. In answer to Paragraph 36 of the Complaint, Defendant denies each and every allegation contained therein, and further specifically denies that it has any liability to Plaintiff, for the reasons set forth in the Complaint or otherwise, or at all.

37. In answer to Paragraph 37 of the Complaint, Defendant denies each and every allegation contained therein, and further specifically denies that it has any liability to Plaintiff, for the reasons set forth in the Complaint or otherwise, or at all.

COUNT IV

INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

(Against ALL DEFENDANTS)

38. In answer to Paragraph 38 of the Complaint, Defendant realleges and incorporates herein by reference its responses to Paragraphs 1 through 37 as though fully set forth herein.

1 39. In answer to Paragraph 39 of the Complaint, Defendant denies each and every
2 allegation contained therein, and further specifically denies that it has any liability to Plaintiff, for
3 the reasons set forth in the Complaint or otherwise, or at all.

4 40. In answer to Paragraph 40 of the Complaint, Defendant denies each and every
5 allegation contained therein, and further specifically denies that it has any liability to Plaintiff, for
6 the reasons set forth in the Complaint or otherwise, or at all. Defendant further denies that
7 Plaintiff has suffered damages, in the amount alleged in the Complaint or otherwise, or at all.

8 41. In answer to Paragraph 41 of the Complaint, Defendant denies each and every
9 allegation contained therein, and further specifically denies that it has any liability to Plaintiff, for
10 the reasons set forth in the Complaint or otherwise, or at all. Defendant further denies that
11 Plaintiff has suffered damages, in the amount alleged in the Complaint or otherwise, or at all.

12 42. In answer to Paragraph 42 of the Complaint, Defendant denies each and every
13 allegation contained therein, and further specifically denies that it has any liability to Plaintiff, for
14 the reasons set forth in the Complaint or otherwise, or at all.

15 43. In answer to Paragraph 43 of the Complaint, Defendant denies each and every
16 allegation contained therein, and further denies that Plaintiff has suffered damages, in the amount
17 alleged in the Complaint or otherwise, or at all.

18
19 **COUNT V**

20 **UNJUST ENRICHMENT**

21 **(Against ALL DEFENDANTS)**

22 44. In answer to Paragraph 44 of the Complaint, Defendant realleges and incorporates
23 herein by reference its responses to Paragraphs 1 through 43 as though fully set forth herein.

24 45. In answer to Paragraph 45 of the Complaint, Defendant denies each and every
25 allegation contained therein.

26 46. In answer to Paragraph 46 of the Complaint, Defendant denies each and every
27 allegation contained therein, and further specifically denies that it has any liability to Plaintiff, for
28 the reasons set forth in the Complaint or otherwise, or at all.

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47. In answer to Paragraph 47 of the Complaint, Defendant denies each and every allegation contained therein, and further denies that Plaintiff has suffered damages, in the amount alleged in the Complaint or otherwise, or at all.

ALLEGATION OF DAMAGE
(Inadequate Remedy at Law)

48. In answer to Paragraph 48 of the Complaint, Defendant denies each and every allegation contained therein, and specifically denies that Plaintiff has suffered damages, in the amount alleged in the Complaint or otherwise, or at all.

AFFIRMATIVE DEFENSES

As separate and distinct affirmative defenses to Plaintiff's alleged claims for relief, Defendant alleges the following without admission that such allegations are affirmative defenses on which Defendant bears the burden of proof:

FIRST AFFIRMATIVE DEFENSE
(Failure to State a Claim)

1. The Complaint fails to state facts sufficient to constitute a claim for relief.

SECOND AFFIRMATIVE DEFENSE
(Statute of Limitations)

2. The Complaint is barred, in whole or in part, by the applicable statute(s) of limitations, including but not limited to Sections 339(1), 339(3), 338(d) and/or 343 of the California Code of Civil Procedure.

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THIRD AFFIRMATIVE DEFENSE

(Laches)

3. To the extent any of the acts alleged in the Complaint occurred, the Complaint is barred, in whole or in part, by the doctrine of laches in that Plaintiff knowingly delayed for an unreasonable time, under circumstances permitting and requiring diligence, to assert the purported claims alleged in the Complaint against Defendant, to the substantial detriment and prejudice of Defendant.

FOURTH AFFIRMATIVE DEFENSE

(Estoppel)

4. To the extent any of the acts alleged in the Complaint occurred, the Complaint is barred, in whole or in part, by the doctrine of estoppel in that by Plaintiff's acts, conduct, or omissions, Plaintiff represented to or concealed material facts from Defendant, having knowledge of those facts, with the intention that Defendant would rely on Plaintiff's representations or concealment, and thereby induced Defendant to act on such representation or concealment to its detriment.

FIFTH AFFIRMATIVE DEFENSE

(First Amendment)

5. The Complaint is barred, in whole or in part, by the First Amendment.

SIXTH AFFIRMATIVE DEFENSE

(Transformative Use)

6. The Complaint is barred, in whole or in part, by the Transformative Use defense.

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SEVENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

7. The Complaint is barred, in whole or in part, by Plaintiff's failure to mitigate damages.

EIGHTH AFFIRMATIVE DEFENSE

(Preemption)

8. The Complaint is barred, in whole or in part, because the claims asserted therein are preempted by the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*, including but not limited to 17 U.S.C. § 301.

NINTH AFFIRMATIVE DEFENSE

(Lack of Privity)

9. The Complaint is barred, in whole or in part, due to lack of privity of contract.

TENTH AFFIRMATIVE DEFENSE

(Waiver)

10. To the extent any of the acts alleged in the Complaint occurred, the Complaint is barred, in whole or in part, by the doctrine of waiver in that Plaintiff had knowledge, either actual or constructive, of Plaintiff's rights and either had an actual intention to relinquish such rights or engaged in acts, conduct, or omissions so inconsistent with such rights so as to induce a reasonable belief on the part of Defendant that such rights had been waived, relinquished and/or abandoned.

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ELEVENTH AFFIRMATIVE DEFENSE

(Authorization, License, Acquiescence, Ratification, Consent)

11. Without admitting that authorization, permission, or consent was required, to the extent any of the acts alleged in the Complaint occurred, the Complaint is barred, in whole or in part, because those acts were authorized, acquiesced in, ratified, or consented to by Plaintiff.

TWELFTH AFFIRMATIVE DEFENSE

(Lack of Mutual Assent)

12. Without admitting the existence of any express or implied-in-fact contract or any other duties, the Complaint is barred, in whole or in part, by the lack of mutual assent to the purported material contract terms.

THIRTEENTH AFFIRMATIVE DEFENSE

(Statute of Frauds)

13. Without admitting the existence of any express or implied-in-fact contract or any other duties, the Complaint is barred, in whole or in part, by the statute of frauds, including but not limited to the provisions contained in Section 1624 of the California Civil Code.

FOURTEENTH AFFIRMATIVE DEFENSE

(Independent Creation)

14. The Complaint is barred, in whole or in part, because Defendant did not use Plaintiff's alleged ideas, and Defendant's "Louie" character was independently created and developed.

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FIFTEENTH AFFIRMATIVE DEFENSE

(Unjust Enrichment)

15. The Complaint is barred, in whole or in part, on the ground that Plaintiff would be unjustly enriched if he were granted the relief sought.

SIXTEENTH AFFIRMATIVE DEFENSE

(Abandonment/Rescission of Contract)

16. Without admitting the existence of any express or implied-in-fact contract or any other duties, the Complaint is barred, in whole or in part, because any obligations that Defendants may have had, which Defendants expressly deny, are barred by reason of the provisions in California Civil Code Section 1689, *et seq.*, concerning abandonment and mutual rescission of contracts.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Excuse from Performance)

17. Without admitting the existence of any express or implied-in-fact contract or any other duties, Defendant's performance of any express or implied contractual duty upon which Plaintiff bases any of the causes of action in the Complaint is excused as a consequence of Plaintiff's breach of his own contractual or fiduciary duties.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

18. The Complaint is barred, in whole or in part, by the doctrine of unclean hands.
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1 **OTHER DEFENSES**

2 **(Reservation of Rights)**

3 19. Defendant does not presently know all of the facts and circumstances respecting
4 Plaintiff's claims. Defendant reserves the right to amend this Answer should it later discover facts
5 demonstrating the existence of additional affirmative defenses.

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Defendants pray for judgment as follows:

- 9 1. That Plaintiff take nothing by his Complaint and that his First, Second, Third,
10 Fourth, and Fifth claims for relief be dismissed with prejudice;
- 11 2. That all of the relief sought by Plaintiff's Complaint be denied;
- 12 3. That Defendant recovers all reasonable attorneys' fees and costs incurred in this
13 proceeding; and
- 14 4. For such other and further relief as the Court may deem proper.

15
16 DATED: March 23, 2015

Respectfully submitted,

17 MITCHELL SILBERBERG & KNUPP LLP

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19 By: 

20 Robert H. Rotstein
21 Daniel A. Kohler
22 Attorneys for Defendant
23 Twentieth Century Fox Film Corporation
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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am the Assistant Secretary of Twentieth Century Fox Film Corporation, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I have read the ANSWER OF DEFENDANT TWENTIETH CENTURY FOX FILM CORPORATION, and know its contents. I am informed and believe and on that ground allege that matters stated therein are true.

Executed on March 23, 2015, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Jill Ratner
Print Name


Signature

Deadline.com

03 / 23 / 2015

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles , State of California, I am over the age of
4 eighteen years and am not a party to this action; my business address is Mitchell Silberberg &
5 Knupp LLP, 11377 West Olympic Boulevard, Los Angeles, CA 90064-1683, and my business
6 email address is sgd@msk.com.

7 On March 23, 2015, I served a copy of the foregoing document(s) described as ANSWER
8 OF DEFENDANT TWENTIETH CENTURY FOX FILM CORPORATION on the interested
9 parties in this action at their last known address as set forth below by taking the action described
10 below:

11 Alex H. Herrera, Esq.
12 HESS, HESS & HERRERA, P.C.
13 468 North Camden Drive, Suite 200
14 Beverly Hills, CA 90210
15 Telephone: (213) 373-1119
16 Facsimile: (213) 403-5143
17 E-Mail: alexherrera@me.com

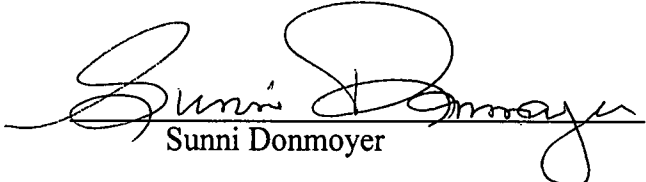
Attorneys for Plaintiff
FRANK SIVERO

18 **BY PLACING FOR COLLECTION AND MAILING:** I placed the above-mentioned
19 document(s) in sealed envelope(s) addressed as set forth above, and placed the envelope(s)
20 for collection and mailing following ordinary business practices. I am readily familiar
21 with the firm's practice for collection and processing of correspondence for mailing with
22 the United States Postal Service. Under that practice it would be deposited with the U.S.
23 Postal Service on that same day with postage thereon fully prepaid at 11377 West Olympic
24 Boulevard, Los Angeles, California 90064-1683 in the ordinary course of business.

25 **BY ELECTRONIC MAIL:** I served the above-mentioned document electronically on
26 the parties listed at the email address(es) above and, to the best of my knowledge, the
27 transmission was complete and without error in that I did not receive an electronic
28 notification to the contrary.

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

Executed on March 23, 2015, at Los Angeles, California.


Sunni Donmoyer

03 / 23 / 2015