

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE COUNTY OF LOS ANGELES - WEST DISTRICT

3 DEPARTMENT M HON. MARK A. YOUNG, JUDGE

4 STRATEGIC LEGAL PRACTICES,)
5 A.P.C.,)

6 PLAINTIFF,)

7 VS.)

CASE NO. 21SMCV01472

8 CONSUMER LAW EXPERTS, P.C.,)
9 ET AL.,)

10 DEFENDANTS.)
-----)

11
12
13 REPORTER'S TRANSCRIPT OF PROCEEDINGS
14 THURSDAY, JULY 27, 2023

15
16 APPEARANCES:

17 FOR PLAINTIFF: LAVELY & SINGER, P.C.
BY: MARTIN D. SINGER, ESQ.
18 TODD S. EAGAN, ESQ.
KELSEY J. LEEKER, ESQ.
19 2049 CENTURY PARK EAST, SUITE 2400
LOS ANGELES, CALIFORNIA 90067
20 310.556.3501

21 FOR DEFENDANTS: LAW OFFICES OF GEOFFREY LONG, A.P.C.
BY: GEOFFREY S. LONG, ESQ.
22 1601 N. SEPULVEDA BOULEVARD
SUITE 729
23 MANHATTAN BEACH, CALIFORNIA 90266
310.480.5946

24
25 (SEE NEXT PAGE FOR CONTINUED APPEARANCES)

26
27 REPORTED BY: CAROL LYNN COX, CSR 5128
28 OFFICIAL REPORTER PRO TEMPORE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPEARANCES (CONTINUED) :
FOR DEFENDANTS: LAW OFFICES OF RONALD RICHARDS &
 ASSOCIATES, A.P.C.
 BY: RONALD N. RICHARDS, ESQ.
 P.O. BOX 11480
 BEVERLY HILLS, CALIFORNIA 90213
 310.556.1001

 COLEMAN FROST, LLP
 BY: TRISTAN MACKPRANG, ESQ.
 201 NEVADA STREET
 EL SEGUNDO, CALIFORNIA 90245
 424.277.1650

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I N D E X
THURSDAY, JULY 27, 2023

ALPHABETICAL/CHRONOLOGICAL INDEX OF WITNESSES
(NONE)

E X H I B I T S
(NONE)

1 CASE NAME: STRATEGIC LEGAL PRACTICES VS.
2 CONSUMER LAW EXPERTS, ET AL.
3 CASE NUMBER: 21SMCV01472
4 DEPARTMENT M: HON. MARK A. YOUNG, JUDGE
5 REPORTER: CAROL LYNN COX, CSR NO. 5128
6 APPEARANCES: AS HERETOFORE NOTED
7 SANTA MONICA CALIFORNIA
8 THURSDAY JULY 27, 2023
9 MORNING SESSION 9:18 A.M.
10 -000-

11 THE COURT: ALL RIGHT. GOING TO NUMBER 13,
12 STRATEGIC LEGAL PRACTICES VERSUS CONSUMER LAW EXPERTS.
13 GOOD MORNING AGAIN, EVERYBODY. WE DO HAVE A COURT
14 REPORTER TODAY AGAIN, MS. COX. GOOD MORNING ONCE MORE,
15 MS. COX.

16 THE REPORTER: GOOD MORNING, YOUR HONOR.

17 THE COURT: AS WITH TUESDAY, I WOULD ASK THAT
18 EVERYONE IDENTIFY THEMSELVES WHEN THEY SPEAK AND JUST
19 GO A LITTLE BIT SLOWER THAN NORMAL. OBVIOUSLY,
20 MS. COX, IF AT ANY POINT IN TIME YOU'RE NOT SURE WHAT'S
21 BEING SAID, PLEASE DON'T HESITATE TO INTERRUPT.

22 SO I'M JUST GOING TO GO DOWN COUNSEL WHO I
23 HAVE CHECKED IN. THEN IF I DON'T CALL YOUR NAME, IF
24 YOU WOULDN'T MIND, JUST IDENTIFY YOURSELVES.

25 STARTING WITH TODD EAGAN.

26 MR. EAGAN: GOOD MORNING, YOUR HONOR. TODD
27 EAGAN OF LAVELY & SINGER ON BEHALF OF STRATEGIC LEGAL
28 PRACTICES.

1 THE COURT: GOOD MORNING.

2 RONALD RICHARDS?

3 MR. RICHARDS: GOOD MORNING, YOUR HONOR.

4 RONALD RICHARDS, LAW OFFICES OF RONALD RICHARDS &
5 ASSOCIATES, A.P.C., ON BEHALF OF MR. STOTZ, MS. ANVAR,
6 AND C.L.E.

7 THE COURT: GOOD MORNING, MR. RICHARDS.

8 JUSTIN MACKPRANG?

9 MR. MACKPRANG: GOOD MORNING, YOUR HONOR.

10 TRISTAN MACKPRANG ON BEHALF OF MICHAEL RESNICK.

11 THE COURT: GOOD MORNING, MR. MACKPRANG.

12 GEOFFREY LONG?

13 MR. LONG: GOOD MORNING, YOUR HONOR. GEOFFREY
14 LONG ON BEHALF OF DEFENDANTS ERIC STOTZ, BENJEMAN BECK,
15 ELEAZAR KIM, CAROLINA SANTOS, AND LOREN GARZA.

16 THE COURT: GOOD MORNING, MR. LONG.

17 KELSEY LEEKER?

18 MS. LEEKER: GOOD MORNING, YOUR HONOR. KELSEY
19 LEEKER FOR PLAINTIFF STRATEGIC LEGAL PRACTICES.

20 THE COURT: GOOD MORNING.

21 MARTIN SINGER? GOOD MORNING, MR. SINGER.

22 MR. SINGER: GOOD MORNING, YOUR HONOR. MARTIN
23 SINGER ON BEHALF OF THE PLAINTIFF STRATEGIC LEGAL
24 PRACTICES.

25 THE COURT: ALL RIGHT. SO WE ARE HERE FOR THE
26 SECOND PART OF THE SUMMARY JUDGMENT MOTIONS, THOSE
27 INVOLVING C.L.E. AND THE INDIVIDUAL DEFENDANTS.

28 THE COURT DID UPDATE ITS TENTATIVE, KIND

1 OF UPDATED IT. I MEAN I WAS WORKING ON VARIOUS PARTS
2 OF IT. OBVIOUSLY, STARTING ON PAGE 30, WE DEAL WITH
3 C.L.E. AND THOSE DEFENDANTS. BUT WITH RESPECT TO KIND
4 OF THE STATUS OF THE COURT'S THINKING ON THE LAW AND
5 THE C.U.T.S.A. PREEMPTION ISSUE, THAT WAS ADDRESSED AND
6 I THINK I POINTED IT OUT MORE AT THE BEGINNING IN THE
7 BRIEF DISCUSSION UNDER MR. BECK'S ARGUMENTS.

8 MR. RICHARDS, I ASSUME YOU'RE HANDLING THE
9 ARGUMENT ON BEHALF OF C.L.E. DEFENDANTS.

10 MR. RICHARDS: THAT'S CORRECT, YOUR HONOR.

11 THE COURT: ALL RIGHT. AND DID YOU WANT TO BE
12 HEARD AS TO ANY PRELIMINARY ISSUES OR DID YOU WANT TO
13 JUST SIMPLY SAVE ANY ARGUMENT FOR REBUTTAL?

14 MR. RICHARDS: JUST THERE WAS ONE THING I
15 WANTED TO CORRECT WITH RESPECT TO A STATEMENT THE COURT
16 WAS GIVEN AT THE LAST HEARING, PRELIMINARILY THAT
17 SOMEHOW SUMMARY JUDGMENTS ARE A DRASTIC REMEDY WHEN
18 ACTUALLY THAT'S NOT THE LAW ANYMORE. SUMMARY JUDGMENTS
19 ARE AN INTEGRAL PART OF THE RULES OF CIVIL PROCEDURE.
20 THE SUMMARY JUDGMENT PROCESS IS HIGHLY DESIRABLE.
21 THAT'S DUCKSWORTH V. TRI-MODAL DISTRIBUTION, 47
22 CAL.APP.5TH 542 AT PAGE 540, AND PERRY V. BAKEWELL
23 HAWTHORNE, 2 CAL.APP.5TH 536.

24 I WOULD JUST ALSO POINT OUT THAT THEIR
25 REQUESTS AT THE LAST HEARING ABOUT POTENTIALLY AMENDING
26 THE COMPLAINT, FOR THOSE REQUESTS I PULLED TWO CASES
27 THAT I WANTED TO PUT ON THE RECORD FOR THE COURT. ONE
28 CASE IS PAYTON V. GENERAL SUBCONTRACTORS, THAT'S

1 27 CAL.APP.5TH 832. THAT'S A SECOND DISTRICT CASE,
2 JUDGE LU AND BRIAN HOFFSTADT AND JUDGE GERSHMAN PENNED
3 IT.

4 IN PARTICULAR, IT SAID THAT WHEN THERE'S
5 AN UNREASONABLE DELAY IN SEEKING TO AMEND A COMPLAINT,
6 THE COURT CITED A CASE FROM THREE YEARS, AN ORIGINAL
7 COMPLAINT THAT THEY SOUGHT TO AMEND FROM THREE YEARS
8 AGO, AND THEY CITED IN THE OPINION THAT PREJUDICE COULD
9 INCLUDE TIME AND EXPENSE ASSOCIATED WITH OPPOSING A
10 LEGAL THEORY THAT PLAINTIFF'S BELATEDLY SEEK TO CHANGE
11 AND THEY HAD KNOWN ABOUT THE FACTS FOR FIVE YEARS.

12 BUT PARTICULARLY IMPORTANT ABOUT THIS
13 OPINION IS THAT WHEN THEY TRIED TO DO THIS AT A SUMMARY
14 JUDGMENT MOTION, THE COURT -- AND IT WAS AFFIRMED ON
15 APPEAL -- UPHELD THE DENIAL OF THE AMENDMENT BECAUSE IT
16 WOULD REQUIRE THE DEFENDANTS TO SHOOT AT A MOVING
17 TARGET IN THEIR SUMMARY JUDGMENT MOTION.

18 IN THAT SPECIFIC OPINION, THEY CITED
19 MELICAN V. REGENTS UNIVERSITY OF CALIFORNIA, THAT'S 151
20 CAL.APP.4TH 168. THE COURT ALSO POINTED OUT THAT IN
21 THIS PARTICULAR CASE, YOU CAN'T COMPLAIN ABOUT AN
22 IMPERFECTLY DRAFTED CAUSE OF ACTION IF YOU DIDN'T
23 INCLUDE IT AT ALL.

24 SO THE DIFFERENCE IN THIS CASE IS IT JUST
25 SEEMS LIKE PLAINTIFF IS TRYING TO COME UP WITH CAUSES
26 OF ACTION THAT WEREN'T PLEAD IN THEIR COMPLAINT AND ARE
27 JUST SEEKING TO BASICALLY REDO THE IMPORTANT
28 INTERSECTION IN A SUMMARY JUDGMENT MOTION WHICH

1 BASICALLY TAKES THE PLEADINGS AS THEY'RE PLEAD. IT
2 ALLOWS THE DEFENDANTS TO ATTACK THE PLEADINGS THAT ARE
3 PLEAD, AND IT DOESN'T ALLOW THE DEFENDANT OR THE PARTY
4 OPPOSING THE SUMMARY JUDGMENT, IN THIS CASE THE
5 PLAINTIFF, TO AMEND THE PLEADINGS AND TO MAKE THEM A
6 MOVING TARGET.

7 THERE WAS A COMMENT MADE, WELL, WHY DIDN'T
8 WE DEMURRER? WE WOULD HAVE AMENDED OUR PLEADING. WE
9 DON'T NEED TO DEMURRER TO A COMPLAINT IF IT MISSES A
10 PREEMPTION ISSUE. WE TAKE THE COMPLAINT AS WE FOUND
11 IT. THERE'S NOTHING INAPPROPRIATELY ABOUT TACTICALLY
12 LOOKING AT THE COMPLAINT AND SEEING THAT ALL THE CAUSES
13 OF ACTION ARE FROM THE SAME NUCLEUS FACTS, AS THE COURT
14 POINTED OUT, ALL LEAD TO A MISAPPROPRIATION.

15 OF COURSE WE SAW THAT ISSUE. WE WEREN'T
16 GOING TO COMMIT MALPRACTICE BY WARNING MR. SINGER'S
17 OFFICE THAT, OH, BY THE WAY, YOUR COMPLAINT IT ENTIRELY
18 PREEMPTED. THERE'S NOTHING INAPPROPRIATE ABOUT
19 APPLYING THE WELL-PLOWED SUMMARY JUDGMENT LAW THAT A
20 PARTY MAY NOT AVOID A SUMMARY JUDGMENT BY ARGUING
21 THINGS THAT AREN'T IN THE PLEADINGS.

22 THIS CASE, AS THE COURT IS AWARE, WENT ON
23 FOR MANY YEARS. OUR CLIENTS HAVE SPENT A LOT OF MONEY
24 AND RESOURCES DEFENDING A MYRIAD OF ALLEGATIONS. AND
25 AS THE COURT POINTED OUT IN ITS TENTATIVE, UNDISPUTED
26 MATERIAL FACT 25 AND 26 AND 27, IT'S UNDISPUTED THAT
27 THERE WAS NO CLIENTS EVER TAKEN BY OUR CLIENTS. WE'VE
28 ALLEGED ALL SORTS OF COMMENTS TO THE COURT ABOUT THIS

1 CASE AND ITS ABUSIVE NATURE WITH RESPECT TO DISCOVERY.

2 I ALSO WANT TO POINT OUT FOR THE RECORD
3 THAT UNDISPUTED MATERIAL FACTS 41, 104, 167, AND 230
4 WERE ALL NEVER ADDRESSED WHICH ALL WENT TO THIS DEFECT
5 INFORMATION. WE CITED SIX OR SEVEN WEBSITES WHERE THIS
6 INFORMATION IS COMMONLY AVAILABLE.

7 AT THE LAST HEARING, IT WAS A BIG DEAL
8 THAT THERE WAS SOME MEMO LEFT IN THE FILE. THERE WAS
9 NO EVIDENCE SUPPORTING THE CONTENTION THAT ALL THE
10 INFORMATION ABOUT DEFECTS IS READILY AVAILABLE ONLINE.

11 SO THE COURT HAS BEFORE IT LITERALLY A
12 FACTUAL PREDICATE OF PREEMPTIVE MATERIAL, COMMON
13 KNOWLEDGE INFORMATION, NOT A SINGLE CLIENT WAS TAKEN,
14 AND ALL WE REALLY HAVE NOW IN MY LEGAL OPINION IS JUST
15 A DESPERATE ATTEMPT TO TRY TO AVOID A FALLACY IN THE
16 PLEADINGS AND AN OMISSION, THAT THE DEFENDANTS AFTER
17 YEARS OF BEING DEFENDANTS ARE ENTITLED TO RELY ON THE
18 PLEADINGS THAT THE PLAINTIFF ADVANCED.

19 I WILL REMIND THE COURT THAT THEY AGREED
20 TO SUBMIT THE SECOND AMENDED COMPLAINT A YEAR AGO SO WE
21 COULD TIMELY FILE THE SUMMARY JUDGMENTS. THE COURT
22 GRANTED THEM A CONTINUANCE. THEY DID NOTHING FOR
23 MONTHS AND MONTHS AND MONTHS.

24 IT REALLY JUST SEEMS LIKE ONCE WE'VE
25 PROVIDED A COGENT WINNING LEGAL THEORY, WE'RE NOW
26 DEALING WITH A MASSIVE SCRAMBLE TO BASICALLY AVOID THE
27 CONSEQUENCES OF THE PLEADING THAT THEY PUT AT ISSUE.
28 THEY'RE ATTORNEYS. THEY REPRESENT ATTORNEYS.

1 I WOULD JUST ASK THE COURT -- THE COURT
2 OBVIOUSLY SPENT DOZENS OF HOURS ON THIS. BOTH SIDES
3 HAVE AGREED IN ORAL ARGUMENT THAT THIS IS ONE OF THE
4 FINEST COURTS IN THE DISTRICT. MR. SINGER SAID THAT
5 LAST WEEK. I AGREE. I MEAN YOUR TENTATIVES ARE ALWAYS
6 ON TIME, ALWAYS VERY DETAILED. I'VE LOST SUMMARY
7 JUDGMENTS IN FRONT OF YOU AND TOLD THE CLIENT WE WERE
8 JUST WRONG BECAUSE THE JUDGE SAID WE WERE WRONG AND HIS
9 OPINION WAS WELL-REASONED.

10 WE ALL DON'T WIN EVERY SUMMARY JUDGMENT.
11 YOU KNOW I'VE LOST SOME BAD ONES IN FRONT OF YOU THAT
12 HURT. BUT THIS ONE, CLEARLY THE PLEADINGS HAVE BEEN
13 THE ISSUE, MR. LONG AND I SAW THEM, WE ADDRESSED THEM.
14 I THINK TO JUST REGURGITATE THE ENTIRE OPPOSITION
15 PAPERS IS KIND OF UNFAIR BECAUSE YOU REALLY DID GO
16 THROUGH ALL THE MOTIONS AND ALL THE ISSUES.

17 I WOULD JUST ASK THE COURT TO ADHERE TO
18 THE TENTATIVE AND BASICALLY IN THE ARGUMENT, LET'S
19 STICK WITH THINGS THAT ARE ACTUALLY IN THE PAPERS AND
20 NOT GET INTO THINGS THAT ARE EXTRINSIC TO THE RECORD ON
21 THE SUMMARY JUDGMENT BECAUSE THAT IS A UNIQUE VEHICLE
22 WHERE WE'RE MOVING FOR A JUDGMENT.

23 I JUST THINK IT'S UNFAIR TO TRY TO NOW
24 CHANGE THE GOALPOST AFTER WE'VE BEEN WAITING TEN MONTHS
25 FOR THE SUMMARY JUDGMENT DATE AND THEN TWO YEARS TO GET
26 TO THIS DAY ON A LAW FIRM THAT HAS HAD TO HEMORRHAGE
27 ITSELF TO DEFEND ITSELF AGAINST SOMETHING THAT THEY
28 MADE NO MONEY ON.

1 WHAT'S EVEN MORE IRONIC, YOUR HONOR,
2 THERE'S NOT A SINGLE DEFENDANT ATTORNEY IN THIS CASE
3 THAT EVEN WORKS FOR C.L.E. ANYMORE. THEY LEFT AND WENT
4 ON TO OTHER PLACES. DID THEY GET SUED? NO.

5 I MEAN IN THE MARKETPLACE, ATTORNEYS
6 BORROW DOCUMENTS. THEY SHARE THINGS. THIS IS A
7 COLLEGIAL PROFESSION. SINCE WHEN DID TALKING ABOUT THE
8 LAW, COPYING ANOTHER LAWYER'S LEGAL ANALYSIS, LOOKING
9 ONLINE FOR DOCUMENTS ALL OF A SUDDEN BE SOMETHING THAT
10 IS A MONETARY ISSUE HERE?

11 I WOULD JUST ASK THE COURT, AS I DID FROM
12 THE FIRST DAY I CAME ON THIS CASE, THERE'S NEVER BEEN A
13 CASE, THERE NEVER WILL BE A CASE, AND THIS IS JUST
14 BEING USED NOW TO TRY TO DRAIN THE C.L.E. LAW FIRM WHO
15 WOULD JUST LIKE THIS CASE TO END AND HOPEFULLY IT WILL
16 END TODAY.

17 THE COURT: A COUPLE POINTS, AND THEN I'LL
18 HEAR FROM MR. SINGER.

19 FIRST OF ALL, I HAVEN'T HEARD A FORMAL
20 REQUEST TO AMEND THE COMPLAINT BUT THERE WAS SOME
21 DISCUSSION ABOUT IT AT TUESDAY'S HEARING.

22 SECOND, THE POINT YOU BROUGHT UP,
23 MR. RICHARDS, REGARDING I THINK IT WAS THE BUYBACK
24 LIST, I THINK MR. SINGER'S POINT WAS NOT -- MAYBE IT'S
25 A COMBINATION, BUT THE WAY I TOOK IT IS EVEN IF
26 EVERYTHING THAT'S CONTAINED IN THE BUYBACK LIST IS
27 PUBLICLY AVAILABLE, IT WAS CONVERTED INTO A TRADE
28 SECRET THROUGH THE COUNTLESS HOURS OR THE HUNDREDS OF

1 HOURS THAT WERE SPENT COMPILING THE BUYBACK LIST AND
2 HOW IT WAS USED. I THINK THAT WAS AT LEAST PART OF
3 THAT ARGUMENT.

4 NOW, I WOULD POINT OUT THE TENTATIVE, IT
5 IS STILL A TENTATIVE, MR. SINGER. I KNOW IF YOU LOOK
6 AT THE SECTION FOR MR. BECK WITH RESPECT TO THE
7 C.U.T.S.A. PREEMPTION, YOU'LL SEE THE COURT IS -- I
8 UPDATED MY TENTATIVE BECAUSE AFTER THAT HEARING I WENT
9 THROUGH THE RECORD AGAIN, DIFFERENT CASES, AND SO I
10 FELT LIKE THAT WAS IMPORTANT TO PUT IN. BUT I DON'T
11 WANT YOU TO THINK THAT JUST SIMPLY BECAUSE THE COURT
12 HAS UPDATED ITS TENTATIVE THAT IT IS A FINAL DECISION
13 WITH RESPECT TO THE C.U.T.S.A. PREEMPTION.

14 THEN FINALLY, MR. SINGER, I'LL LEAVE IT TO
15 YOUR DISCRETION. I DO HAVE TUESDAY'S ARGUMENT WELL IN
16 MY MIND. I TOOK GOOD NOTES. SO I DON'T FEEL YOU NEED
17 TO REPEAT EVERYTHING THAT'S IN TUESDAY'S ARGUMENT. I
18 DO THINK THEY ARE OBVIOUSLY TIED AT THE HIP. BUT
19 WHATEVER YOU WOULD LIKE TO ADDRESS, YOU MAY.

20 MR. SINGER: THANK YOU VERY MUCH, YOUR HONOR.
21 IT'S NOT MY INTENT TO REPEAT THINGS THAT WE ARGUED ON
22 TUESDAY.

23 BUT I DO WANT TO POINT OUT THAT IT IS
24 CORRECT, AS MR. RICHARDS INDICATED, THAT ON TUESDAY, I
25 POINTED OUT THAT WE WERE SEEKING LEAVE. WE WOULD SEEK
26 LEAVE TO FILE AN AMENDED COMPLAINT. I AM REQUESTING
27 AGAIN THAT WE BE ALLOWED TO AMEND THE COMPLAINT BEFORE
28 THE COURT RULES ON THE SUMMARY JUDGMENT MOTION.

1 WE DID FILE BEFORE THIS HEARING LATE LAST
2 NIGHT, WE FILED A MOTION FOR LEAVE TO FILE A THIRD
3 AMENDED COMPLAINT AND THE HEARING IS SCHEDULED FOR
4 AUGUST 22ND. MY UNDERSTANDING IS THAT MOTION WAS NOT
5 ONLY FILED BUT IT WAS ACCEPTED BY THE COURT EARLY IN
6 THE MORNING, LIKE 1:00 IN THE MORNING. I COULD BE
7 MISTAKEN. SO WE DID FILE A MOTION.

8 I THINK WHAT'S SIGNIFICANT AS TO WHY WE
9 FILED THE MOTION, YOUR HONOR, NOTWITHSTANDING WHAT
10 MR. RICHARDS SAID ABOUT WHAT THEY'VE DONE -- FIRST, LET
11 ME JUST STATE THAT ALTHOUGH WE DO CONTEND THAT WE'VE
12 PROPERLY ALLEGED, BECAUSE THIS IS IN MY OPINION ONE OF
13 THE KEY FACTS OR THINGS THAT ARE RELIED UPON BY THE
14 COURT IN DETERMINING THIS C.U.T.S.A. PREEMPTION IS THE
15 CONCEPT AS TO WHETHER THE S.L.P. PROPERTY RIGHTS HAVE
16 BEEN VIOLATED BY C.L.E. AND ANVAR, STOTZ, AND THE OTHER
17 DEFENDANTS.

18 THE COURT POINTED OUT, FOR EXAMPLE,
19 CERTAIN ALLEGATIONS. YOU USED THE WORDS, YOU KNOW,
20 "PURSUANT TO THE MISAPPROPRIATION," FOR EXAMPLE, AND
21 "DUTY OF LOYALTY," AND THE COURT STATES THAT WE DIDN'T
22 ALLEGE CERTAIN STATUTES, ALTHOUGH WE ALLEGED OTHER
23 STATUTES.

24 SO THE PURPOSE OF THE AMENDMENT AND THE
25 PURPOSE OF THE HEARING ON TUESDAY AND OUR OPPOSITION
26 THAT WE FILED FOR THESE MOTIONS, CONTRARY TO WHAT
27 MR. RICHARDS IS SAYING, WE BELIEVE WE HAVE ESTABLISHED
28 THE EVIDENCE AND WE HAVE THE RIGHT TO FILE AN AMENDED

1 COMPLAINT. THE AMENDED COMPLAINT WILL CONFIRM TO THE
2 EVIDENCE THAT IS ESTABLISHED.

3 AND LET ME MAKE SOMETHING CLEAR, YOUR
4 HONOR. WE FILED THIS MOTION FOR LEAVE TO AMEND --
5 EXCUSE ME, THE SECOND AMENDED COMPLAINT LAST YEAR. IT
6 WAS NOT UNTIL MARCH OF THIS YEAR AND AFTER DEFENDANTS'
7 COUNSEL WAS SANCTIONED THAT THEY DUMPED 12,000
8 DOCUMENTS -- I SHOULDN'T USE THE WORD "DUMPED" AND I
9 APOLOGIZE -- THAT THEY PRODUCED OVER 10,000 DOCUMENTS
10 IN THIS CASE.

11 SIMILARLY, THEY DIDN'T PRODUCE KEY
12 DOCUMENTS IN THIS CASE THAT RELATE TO OUR CLAIMS
13 AGAINST C.L.E. UNTIL TWO WEEKS AGO WHEN I TOOK THE
14 DEPOSITION OF THE CORPORATE DESIGNEE. AND WE PUT THOSE
15 ARGUMENTS INTO OUR OPPOSITION TO THE SUMMARY JUDGMENT
16 WITH C.L.E. IT'S EXHIBIT 179. I'M GOING TO GET TO
17 THAT IN A MINUTE.

18 BUT THE POINT IS THAT WE BELIEVE THAT IF
19 WE HAVE THE ABILITY TO HAVE THE EVIDENCE WHICH THE
20 AMENDED COMPLAINT WILL CONFIRM TO THE EVIDENCE THAT
21 EXISTS TO SHOW THAT IN FACT THAT WE HAVE VIABLE CLAIMS.

22 IN TERMS OF THE DELAY, THERE HAS BEEN NO
23 DELAY OR PREJUDICE IN OUR OPINION TO DEFENDANTS. IT
24 WAS ONLY IN THE REPLY PAPERS. THEY DIDN'T RAISE THIS
25 ISSUE IN THEIR MOTION. IF THEY HAD FILED THEIR MOTION
26 SAYING LOOKING AT THE PLEADINGS IS THE ONLY WAY YOU CAN
27 ALLEGE, WE WOULD HAVE SOUGHT LEAVE TO AMEND. IT WAS IN
28 THE REPLY PAPERS, YOUR HONOR, WHERE WE DO NOT HAVE AN

1 OPPORTUNITY TO RESPOND WHERE THEY RAISED FOR THE FIRST
2 TIME THAT YOU CANNOT ASSERT DEFENSES TO DEFEAT SUMMARY
3 JUDGMENT UNLESS -- BECAUSE OF THEIR TECHNICAL READING
4 OF THE COMPLAINT.

5 I STILL AGREE AS TO MY ARGUE ON TUESDAY
6 THERE IS A TECHNICAL READING OF THE COMPLAINT. BUT IF
7 WE LOOK AT THE FACTS AND THE EVIDENCE THAT EXISTS -- BY
8 THE WAY, THE COMMENT ABOUT NO DAMAGES FOR C.L.E.,
9 C.L.E. PAID MR. BECK APPROXIMATELY A FEW YEARS AFTER HE
10 LEFT \$890,000. THEY'VE MADE MULTI-MILLIONS OF DOLLARS.
11 THIS FIRM WAS A LETTER-WRITING FIRM. IT CONVERTED TO
12 BE A FIRM THAT NOW COULD COMPETE WITH S.L.P. BECAUSE OF
13 THE MISAPPROPRIATION OF THE DOCUMENTS.

14 BUT IN ANY EVENT, YOUR HONOR, WE BELIEVE
15 THAT THE AMENDED SHOULD BE AND THE MOTION FOR LEAVE TO
16 FILE THE AMENDED COMPLAINT SHOULD BE HEARD AND THAT
17 WHATEVER DECISION YOU MAKE, YOUR HONOR -- I'M NOT
18 SAYING WE SHOULDN'T CONTINUE WITH THE HEARING, IT'S UP
19 TO YOU -- BUT WE DEFER ANY DECISION UNTIL THE MOTION
20 FOR LEAVE TO FILE AN AMENDED COMPLAINT BECAUSE I
21 BELIEVE THE MOTION FOR LEAVE TO FILE THE AMENDED
22 COMPLAINT AND THE AMENDED COMPLAINT WILL CURE ANY OF
23 THE ALLEGED DEFECTS AND ALSO HAVE FURTHER CLARIFICATION
24 FOR YOU.

25 ONE OF THE REASONS, YOUR HONOR, IS I STILL
26 BELIEVE -- AND I'M NOT GOING TO FLATTER YOU AS
27 MR. RICHARDS DID -- BUT BOTTOM LINE IS I THINK THE
28 TENTATIVE RULING, THERE ARE SOME MISSTATEMENTS AND

1 MISCONSTRUING OF THE FACTS WHICH IS INDEPENDENT OF OUR
2 REASON TO AMEND THE COMPLAINT. SO WE DO HAVE THAT
3 MOTION PENDING.

4 SO LET ME NOW FIRST GET INTO THE
5 SUBSTANTIVE ARGUMENT BASED ON THE NEW TENTATIVE, YOUR
6 HONOR. ONE OF THE THINGS, YOUR HONOR, IS THAT OUR
7 CONCERN IS ON PAGE 13 IN THE SECOND PARAGRAPH OF THE
8 TENTATIVE, I BELIEVE THAT THE TENTATIVE MISSTATES WHAT
9 OUR CLAIMS ARE. IN THE SECOND PARAGRAPH IT'S STATED,
10 THE FIRST TWO LINES HERE -- --

11 THE COURT: MR. SINGER, HOLD ON.

12 MR. SINGER: I'M SORRY, YOUR HONOR. I WAS
13 TALKING OVER YOU.

14 THE COURT: OH, NO, NO. IT'S ALWAYS DIFFICULT
15 ON COURT CONNECT. SOMETIMES OUR PAGES DON'T LINE UP
16 BECAUSE YOU PRINTED IT OUT AND I HAVE IT IN A WORD
17 VERSION. YOU HAVE IT PRINTED OUT. IN THIS CASE IT
18 DOES. I THINK YOU WERE GOING TO SAY, "HERE THE S.A.C.
19 ALLEGES"?

20 MR. SINGER: YES, YES.

21 THE COURT: ALL RIGHT. GO AHEAD. I'M ON THE
22 RIGHT PAGE.

23 MR. SINGER: AND I WILL MAKE IT CLEAR IN THE
24 FUTURE. I DIDN'T REALIZE BECAUSE IT'S TRUE, IF IT'S ON
25 YOUR COMPUTER IT MAY NOT HAVE PAGE NUMBERS. BUT YOU
26 ARE CORRECT. AND I WILL CLARIFY BECAUSE THERE ARE A
27 FEW OTHER REFERENCES IN THE TENTATIVE RULING IF I CAN
28 ADDRESS.

1 SO IT SAYS, "HERE, THE S.A.C. ALLEGES THAT
2 EACH TORT CAUSE OF ACTION IS BASED ON THE SAME NUCLEUS
3 OF FACTS AS THE ALLEGED MISAPPROPRIATION OF TRADE
4 SECRETS." THAT IS IN MY OPINION THE KEY ERROR THAT
5 EXISTS. AND IF YOU FOLLOW THIS AND YOU FOLLOW THE REST
6 OF THE TENTATIVE DECISION, THAT IS WHAT IS ALLEGED
7 HERE.

8 NOW, AS I POINTED OUT IN THE LAST HEARING,
9 AND I THINK THE REASON THERE IS THIS ISSUE IS AGAIN,
10 THE TENTATIVE DECISION IS CONFLATING PARAGRAPH 40 WITH
11 PARAGRAPH 30 OF THE COMPLAINT. AND THIS IS IMPORTANT,
12 YOUR HONOR. THE REFERENCE TO TRADE SECRETS IN
13 PARAGRAPH 40 IS SIMPLY LANGUAGE FROM A CONTRACT. IT
14 WAS NOT ONLY IN PARAGRAPH 40, IT APPEARS IN A FEW OTHER
15 PARAGRAPHS WHERE WE QUOTE THE LANGUAGE WHICH BASICALLY
16 SAYS THAT TRADE SECRETS ARE AMONG THE MATERIAL THAT
17 SHOULD BE KEPT PROPRIETARY AND CONFIDENTIAL AND CANNOT
18 BE DISCLOSED.

19 THEREFORE, THE KEY PARAGRAPH AGAIN, AS I
20 POINT OUT, IS PARAGRAPH 30 OF THE SECOND AMENDED
21 COMPLAINT. PARAGRAPH 30 NEVER USES THE WORD TRADE
22 SECRETS. IN FACT, IF YOU REREAD THE SECOND AMENDED
23 COMPLAINT, NOT THAT I'M REQUESTING YOU TO DO SO, BUT I
24 CAN REPRESENT TO YOU, YOUR HONOR, THE SECOND AMENDED
25 COMPLAINT NOT ONCE AT ALL IN ANY ALLEGATION DO WE CLAIM
26 THAT THE DEFENDANTS MISAPPROPRIATED TRADE SECRETS AT
27 ALL. IT DOESN'T EXIST.

28 THAT'S ONE OF THE REASONS IN SEEKING TO

1 AMEND THE COMPLAINT ON THIS ISSUE. BUT SO IT'S CLEAR,
2 THE WORD TRADE SECRETS MAY APPEAR IN THE LANGUAGE OF
3 THE CONTRACT, BUT THAT'S NOT WHAT WE'RE CLAIMING.
4 THAT'S THE WHOLE BASIS OF THE ARGUMENT THAT'S BEEN MADE
5 BY MR. RICHARDS. HE SAYS THESE QUALIFY AS TRADE
6 SECRETS. AS I POINTED OUT, YOU DON'T NEED TO HAVE
7 TRADE SECRETS FOR US TO BE ABLE TO GET AROUND THE
8 C.U.T.S.A. PREEMPTION. I MEAN WE'RE NOT HAVING TRADE
9 SECRETS.

10 SO WHAT WE'RE CLAIMING IN PARAGRAPH -- --
11 THE COURT: WELL, I WAS JUST GOING TO SAY, I
12 MEAN YOU DIDN'T USE THE WORD TRADE SECRETS WHICH IS I
13 THINK WHAT DEFENDANTS POINTED OUT. DEFENSE HAS THEIR
14 ARGUMENT AS TO WHY YOU DIDN'T CALL THEM TRADE SECRETS.
15 BUT YOU ARE CALLING THEM CONFIDENTIAL AND PROPRIETARY
16 INFORMATION.

17 I THINK THE COURT'S POINT IS IT'S
18 NON-PUBLIC INFORMATION. WHETHER YOU CALL IT
19 CONFIDENTIAL AND PROPRIETARY INFORMATION OR TRADE
20 SECRETES, IT WOULD FALL UNDER THE UMBRELLA OF
21 C.U.T.S.A. BECAUSE OF THE NATURE OF INFORMATION THAT IS
22 BEING ALLEGED TO HAVE BEEN MISAPPROPRIATED.

23 MR. SINGER: SO, YOUR HONOR, I RESPECTFULLY
24 DISAGREE. AND THIS IS THE SAME ARGUMENT THAT I RAISED
25 ON TUESDAY, BECAUSE IT DOESN'T HAVE TO BE NON-PUBLIC
26 FOR US TO HAVE ACTIONABLE CLAIMS. I'M GOING TO POINT
27 OUT ANOTHER CASE THAT I DIDN'T REFER TO AT THE HEARING
28 ON TUESDAY.

1 AS I POINTED OUT, THERE IS NO -- WHAT THE
2 COURT'S RULING HAS STATED, MR. BECK AND HIS ARGUMENT IS
3 THESE ARE PUBLIC DOCUMENTS, WE HAVE PROTECTION IN THOSE
4 PUBLIC DOCUMENTS. THERE IS NO DIFFERENCE TO MY CLIENT
5 BEING ABLE TO MAKE A CLAIM IF AN EMPLOYEE COMES INTO
6 ITS OFFICE AND PHYSICALLY REMOVES 300 CASE FILES WITH
7 12,000 DOCUMENTS.

8 IT WOULD BE LIKE SAYING, OKAY, HE CAME
9 INTO YOUR OFFICE, HE'S TAKING THESE DOCUMENTS ON HIS
10 COMPUTER, WHICH MAKES IT WORSE, AND WE'RE SAYING, YES,
11 MANY OF THEM ARE PUBLICLY FILED, SOME OF THEM ARE
12 NON-PUBLIC AS THE DEFECT HOT LIST, BUT THERE IS
13 PROTECTION FOR THAT UNDER THE LAW. IF THERE IS
14 PROTECTION FOR THOSE, QUOTE, PROPERTY RIGHTS, THEN THE
15 C.U.T.S.A. DOES NOT HAVE A -- C.U.T.S.A. SHOULD NOT
16 PREEMPT OUR CLAIMS.

17 ONE OF THE THINGS THAT YOU ALSO POINTED
18 OUT IN THE SECOND AMENDED COMPLAINT IS THAT ONE OF THE
19 REASONS THAT YOU FIND THAT WE MAY NOT HAVE ASSERTED A
20 PROPER CAUSE OF ACTION IS ALTHOUGH WE HAVE ALLEGED, FOR
21 EXAMPLE, LABOR CODE 2860 AND THEN THE PENAL CODE 502,
22 WE DIDN'T SPECIFY THOSE STATUTES, ALTHOUGH WE MENTIONED
23 SOME OF THE STATUTES IN OTHER PORTIONS OF THE
24 COMPLAINT. THAT'S ONE OF THE OTHER REASONS WHY WE'RE
25 SEEKING TO AMEND THE COMPLAINT IF IT'S NECESSARY. BUT
26 WE DON'T BELIEVE IT'S NECESSARY OR SHOULD BE NECESSARY
27 IN ORDER FOR YOU TO FIND THAT THE PROPERTY RIGHT IS
28 PROTECTED WITHOUT THE IDENTITY OF THE STATUTE BECAUSE,

1 AS I STATED ON TUESDAY, 90 PERCENT OF ALL PLEADINGS,
2 MANY TIMES YOU DON'T REFER TO STATUTES. YOU JUST LAY
3 OUT THE ALLEGATIONS.

4 WHAT OUR ALLEGATIONS ARE IS THAT PRIMARILY
5 MR. BECK LITERALLY STOLE MATERIAL, USED IT BY C.L.E.,
6 AND THERE IS NO DISPUTE. MR. RICHARDS AND MR. LONG CAN
7 MAKE ALL THEIR STATEMENTS. HERE'S THE UNDISPUTED FACTS
8 THAT THEY DID NOT DISPUTE IN THEIR REPLY PAPERS AND
9 THIS IS WHAT IS SO IMPORTANT. C.L.E. NON-EX -- IN
10 OTHER WORDS, AN EMPLOYEE, AN ATTORNEY AT C.L.E. WHO
11 NEVER WORKED FOR S.L.P. USED THE VIRTUAL IDENTICAL
12 PLEADINGS THAT WERE STOLEN BY MR. BECK WHEN THEY FILED
13 THEIR MOTIONS. AND WHAT HAVE THEY DONE? THEY'VE MADE
14 OVER \$600,000 IN ATTORNEYS FEES AS A RESULT OF THAT
15 MISAPPROPRIATION. YOU DON'T HAVE TO TAKE JUDICIAL
16 NOTICE, BUT WE WENT ON THE COURT RECORDS TO SEE HOW
17 MUCH MONEY THEY GOT.

18 IT'S ALSO IMPORTANT TO NOTE THAT PRIOR TO
19 MR. BECK STEALING THESE FILES, C.L.E. HAD NEVER EVER
20 EVEN FILED A MOTION TO COMPEL. THEY FILED ONE AND THEN
21 THEY WITHDREW IT WHEN MR. BECK JOINED THE FIRM; NEVER
22 EVER FILED ANY DISCOVERY MOTIONS. THEY HAD BEEN IN
23 EXISTENCE FOR THREE, FOUR YEARS. BUT I'M NOT GOING TO
24 GET INTO THAT ISSUE RIGHT NOW OTHER THAN TO POINT OUT
25 THAT THERE IS A PROPERTY VALUE THAT EXISTS.

26 YOU DON'T NEED TO PROVE -- MAYBE THE
27 PROBLEM IS WE USED THE WORDS PROPRIETARY AND
28 CONFIDENTIAL. IT'S JUST PROPERTY. THEY TOOK OUR

1 PROPERTY. YES, SOME OF IT IS CONFIDENTIAL, SOME OF IT
2 IS PROPRIETARY, BUT IT'S PROPERTY THEY TOOK. SOME OF
3 IT IS PUBLIC. YOU DON'T HAVE THE RIGHT TO DO IT UNDER
4 THE LAW.

5 IN FACT, PENAL CODE 502 SAYS YOU DON'T
6 HAVE THE RIGHT TO DO AS THEY SAY. IT'S ACTIONABLE AND
7 ONE OF THE THINGS WE'VE RAISED IN LEAVE TO FILE A THIRD
8 AMENDED COMPLAINT.

9 ALSO, ON PAGE 14 ON YOUR TENTATIVE, AND
10 AGAIN I'M GOING TO POINT OUT WHERE IT IS. IT'S THE
11 NEXT-TO-THE-LAST PARAGRAPH. BUT SINCE YOU HAVE IT
12 DIFFERENTLY, IT'S WHERE YOU DISCUSS THE TUCKER ELLIS
13 CASE, YOUR HONOR.

14 THE COURT: I DO HAVE IT.

15 MR. SINGER: IT'S YOUR DISCUSSION OF THE
16 TUCKER ELLIS CASE. WHAT YOU PUT -- WHAT YOU REFERRED
17 TO, AND I BELIEVE THIS TENTATIVE ALSO INCORRECTLY
18 STATES WHAT IS OUR TORT CLAIMS IN THIS ACTION WHERE IT
19 STATES, "THE SECOND AMENDED COMPLAINT DEFINES THE WORK
20 PRODUCT AND THE CLIENT FILES AS TRADE SECRETS."

21 AGAIN, MAYBE BECAUSE WE USED THE WORD
22 CONFIDENTIAL AND PROPRIETARY INFORMATION, THAT WORD,
23 BUT I DON'T BELIEVE THAT'S EQUIVALENT TO TRADE SECRETS,
24 BUT UNDERSTOOD THAT YOUR HONOR AND THE COURT HAS TAKEN
25 THAT INTERPRETATION. IT SAYS IT DEFINES IT AS TRADE
26 SECRETS AND THAT DOES NOT APPEAR IN THE SECOND AMENDED
27 COMPLAINT. YES, THE WORDS PROPRIETARY AND
28 CONFIDENTIAL. AND WE HAVE CONCEDED AND ACKNOWLEDGED

1 THAT SOME OF THE MOST VALUABLE THINGS THAT WERE TAKEN.

2 THIS IS WHAT'S IMPORTANT, YOUR HONOR, AND
3 THIS IS THE REASON THAT WE THINK IT WAS IMPORTANT. AS
4 WE POINTED OUT IN OUR OPPOSITION AND THE DETAILED
5 DECLARATION FROM SEAN PAULI, WHICH IS NOT DISPUTED BY
6 MR. BECK OR ANY OF THE DEFENDANTS, IT'S NOT SIMPLY
7 FILING A MOTION TO COMPEL. EVERY LAWYER THAT GOES
8 BEFORE YOU SHOULD KNOW HOW TO FILE A MOTION, ALTHOUGH
9 MS. ANVAR DIDN'T, YOU KNOW, UNTIL MR. BECK LITERALLY
10 JOINED THAT FIRM. BUT IT WAS THE TEMPLATE THAT WAS
11 CREATED. THIS IS IMPORTANT.

12 IN LEMON LAW CASES, A PLAINTIFF'S LAW FIRM
13 HAS THE ABILITY TO GET PENALTIES, TREBLE DAMAGES, AND
14 HAS A RIGHT TO GET LEGAL FEES. AND WHAT WAS CREATED
15 AFTER MANY YEARS OF FINE-TUNING THESE DOCUMENTS IS TO
16 PRESENT A DOCUMENT TO THE COURT THAT WOULD LEAD THE
17 COURT THAT WOULD LEAD THE COURT -- AND IT'S NOT JUST
18 THE MOTION, YOUR HONOR. IT'S NON-PUBLIC DOCUMENTS,
19 YOUR HONOR, SUCH AS THE LETTERS THAT LEAD UP TO A
20 MOTION TO COMPEL. THE OTHER DOCUMENTS THAT ARE USED,
21 THE DOCUMENT REQUEST ITSELF THAT TECHNICALLY ARE NOT --
22 YES, IT'S CLEARLY IN THE PUBLIC BECAUSE YOU'RE SERVING
23 THEM, BUT IT'S COMING UP WITH THE RIGHT DOCUMENT
24 REQUEST. NOT EVERY LAWYER KNOWS WHAT ARE THE PROPER
25 DOCUMENT REQUESTS.

26 THIS IS WHAT IS SIGNIFICANT AS WE POINT
27 OUT. IT'S THE NON-EX S.L.P. ATTORNEYS THAT ARE USING
28 THE SAME TEMPLATE THAT WE CREATED. THAT'S A PROPERTY

1 RIGHT THAT WE OWN AND --

2 THE COURT: MR. SINGER, LET ME ASK YOU. IT
3 JUST STRIKES ME THAT COULDN'T A C.L.E. ATTORNEY GO TO
4 ANY S.L.P. CASE, GO TO E-COURT FOR THE DIGITAL FILING
5 OF THAT CASE, AND PICK UP ANY MOTIONS TO COMPEL THAT
6 S.L.P. FILED IN THOSE CASES AND THEN HAVE THAT SAME
7 WORK PRODUCT?

8 MR. SINGER: THEY COULD POTENTIALLY DO THAT,
9 BUT THAT'S NOT WHAT THEY DID. HERE'S THE ISSUE,
10 THOUGH. I COULD UNDERSTAND -- AND IT'S TRUE, THEY
11 COULD. SOMEBODY CAN GO ONLINE AND, YOU KNOW, POSSIBLY
12 DO WHAT YOU POINT OUT; LET'S FIND AN S.L.P. MOTION.
13 BUT FINDING THE S.L.P. MOTION IS NOT WHAT'S THE
14 PROPRIETARY AND CONFIDENTIAL INFORMATION THAT WAS KNOWN
15 BY MR. BECK THAT WAS CONVEYED TO -- THAT WAS CONVEYED
16 TO THE C.L.E. LAWYERS.

17 THEY KNEW THAT THIS IS THE FORMAT THAT YOU
18 WOULD JUSTIFY AND GET ATTORNEYS FEES AND THIS IS THE
19 FORMAT THAT GIVES YOU THE ABILITY TO GET TREBLE
20 DAMAGES. IT'S NOT JUST COPYING. LOOK, I CAN GO AND
21 PICK THE BEST LAWYERS, YOU KNOW, DAN PETROCELLI; PICK
22 ANY LAWYER THAT HAS FILED A MOTION. I SAID MAYBE I'M
23 GOING TO FIND A COPY. OR PICK ANY OTHER LAWYER, YOU
24 KNOW, TOP LAWYERS IN THE COUNTRY, YOU KNOW, WHATEVER.

25 IT'S THE COMBINATION OF NOT JUST KNOWING
26 THE DOCUMENT BUT KNOWING THIS IS THE DOCUMENT THAT WILL
27 ALLOW ME TO GET TREBLE DAMAGES, THAT WILL ALLOW ME TO
28 GET SIGNIFICANT ATTORNEYS FEES SUCH THAT C.L.E.

1 RECEIVED OVER \$600,000 IN ATTORNEYS FEES ON THEIR
2 MOTIONS AND AS A RESULT OF THEM USING THIS INFORMATION.
3 IT'S NOT JUST THE DOCUMENT. ANYONE CAN GO ON IT. BUT
4 BECK KNEW ABOUT THIS PROPRIETARY INFORMATION, THAT
5 THESE WERE TEMPLATES USED, AND HE KEPT THEM. THAT'S
6 THE KEY, HE KEPT THEM.

7 I SHOULD POINT OUT ONE OF THE ISSUES ALSO,
8 AND YOU POINTED IT OUT I BELIEVE ON PAGE -- PENAL CODE
9 502, YOU MADE SOME REFERENCE THAT, OH, MAYBE HE HAD THE
10 RIGHT. THAT'S ON PAGE 14. ALSO IN THE NEXT-TO-THE
11 LAST PARAGRAPH. SO THE PARAGRAPH THAT EXISTS BEFORE
12 TUCKER ELLIS, THERE IS ALSO, YOUR HONOR, THE TENTATIVE
13 RULING I BELIEVE IS INCORRECT --

14 THE COURT: I'M ON THERE. I HAVE IT.

15 MR. SINGER: -- ON PENAL CODE 502. YOU MAKE
16 REFERENCE THAT UNDER PENAL CODE 502, A PRIVATE
17 STATUTORY REMEDY THAT IS NOT PREEMPTED. EVEN IF SUCH A
18 CLAIM WAS NOTICED, PLAINTIFF ALLEGED THAT BECK WAS
19 AUTHORIZED TO ACCESS THE COMPUTER SYSTEM AS HE WAS
20 EMPLOYED BY PLAINTIFF AND ALLEGEDLY HAD ACCESS TO THOSE
21 SYSTEMS. THUS, BECK'S ACCESS WOULD NOT BE CONSIDERED
22 UNAUTHORIZED ACCESS TO PLAINTIFF'S COMPUTER DATA.

23 HERE IS THE POINT, THOUGH, YOUR HONOR.
24 THE ISSUE OF UNAUTHORIZED ACCESS IS IN THE FEDERAL
25 STATUTE. IT IS NOT IN THE STATE STATUTE WHICH IS 502.
26 SO THE DISTINCTION IS -- AND THERE MAY HAVE BEEN
27 INDEPENDENT RESEARCH DONE, BUT THE CONCEPT OF
28 UNAUTHORIZED ACCESS IS IRRELEVANT AS TO WHETHER THERE'S

1 A VIOLATION OF 502 WHICH WE PUT IN OUR THIRD AMENDED
2 COMPLAINT BECAUSE THE 502(C) (2) WHICH I HAVE IN FRONT
3 OF ME DOESN'T DEAL WITH THE ISSUE OF UNAUTHORIZED
4 ACCESS.

5 I WILL SLOWLY READ IT, WHAT IT SAYS, AND
6 IT IS A CLEAR VIOLATION OF WHAT HAPPENED BY MR. BECK
7 AND WAS USED BY C.L.E. WHICH IS TO KEEP THESE COMPUTER
8 FILES.

9 IT STATES, "KNOWINGLY," THE DEFENDANT
10 "KNOWINGLY ACCESSES AND WITHOUT PERMISSION TAKES,
11 COPIES, OR MAKES USE OF ANY DATA FROM A COMPUTER,
12 COMPUTER SYSTEM, OR COMPUTER NETWORK, OR TAKES OR
13 COPIES ANY SUPPORTING DOCUMENTATION, WHETHER EXISTING
14 OR RESIDING INTERNAL OR EXTERNAL TO A COMPUTER,
15 COMPUTER SYSTEM, OR COMPUTER NETWORK."

16 THAT IS EXACTLY WHAT HAPPENED HERE. HE
17 HAD NO PERMISSION. HE LEFT THE OFFICE AT LIKE 1:00 IN
18 THE AFTERNOON OR 2:00 IN THE AFTERNOON AND HE KEPT
19 DOWNLOADING DOCUMENTS NONSTOP UNTIL 9:00 P.M. AND
20 WITHOUT PERMISSION. HE TOOK THEM. INDEPENDENT OF THE
21 FACT THAT IT'S A BREACH OF CONTRACT, INDEPENDENT IT'S A
22 CLEAR VIOLATION OF 502(C) (2) WHICH IF IT'S NECESSARY,
23 YOUR HONOR, TO SHOW THAT THIS IS A PROPERTY RIGHT, THIS
24 IS A CLEAR PROPERTY RIGHT THAT THEY TOOK. THAT'S ONE
25 OF THE REASONS IN OUR POTENTIAL AMENDED COMPLAINT.

26 AND I DON'T DISAGREE WITH YOU, YOUR HONOR,
27 IF YOU THINK WE NEED TO ASSERT THE STATUTE. WE CLEARLY
28 HAVE DONE SO IN THE PROPOSED THIRD AMENDED COMPLAINT.

1 BUT IN ANY EVENT, WE BELIEVE THAT WHAT HE
2 DID -- AND IT'S NOT JUST GOING ONLINE LIKE
3 MR. RICHARDS WOULD ARGUE. OH, YOU COULD JUST GO AND
4 GET -- TAKE SOMEONE'S. IT'S THE KNOWLEDGE THAT THIS
5 WAS THE TEMPLATE THAT WAS USED FOR SEVERAL YEARS AT
6 S.L.P. THAT GETS YOU THE BENEFITS WHICH IS WHAT C.L.E.
7 DID, SO MUCH SO, AND MR. BECK MADE THE BENEFIT HIMSELF.

8 CAN YOU IMAGINE HE'S MAKING APPROXIMATELY
9 \$250,000 A YEAR IN SALARY, AND WITHIN A COUPLE YEARS,
10 BECAUSE OF ALL THE SUCCESS BEING GENERATED WITH S.L.P.
11 TEMPLATES -- I'M NOT SAYING HE'S NOT AN GOOD LAWYER.
12 HE MAY BE AN EXCELLENT LAWYER. THAT'S NOT THE ISSUE --
13 BUT HIS SALARY ALMOST TRIPLES OR QUADRUPLES TO
14 \$890,000?

15 NOW, HAD HE DONE IT WITHOUT THEM RAIDING
16 S.L.P. -- LET'S NOT FORGET, THIS IS NOT A CASE OF
17 SIMPLY DOCUMENTS. THE CASE INVOLVES TWO ISSUES HERE.
18 ONE IS C.L.E. CAME TO S.L.P., MS. ANVAR, "WE LOVE YOUR
19 LITIGATION MODEL. LET'S SPLIT THINGS 50-50." THEY
20 CAN'T MAKE A DEAL. FOR APPROXIMATELY A YEAR, THEY GET
21 MR. BECK, TO CONVINCHE HIM TO COME. HE THEN TAKES ALL
22 THEIR DOCUMENTS, AND THEN THEY GO AND RAID THE FIRM.
23 THEY HIRE EIGHT LAWYERS, FOUR PEOPLE FROM THE INTAKE
24 AND MARKETING DEPARTMENT.

25 SO THIS CASE IS NOT SIMPLY TAKING THE
26 PROPRIETARY. NOW, IT'S TRUE, YOUR HONOR, AND THAT'S
27 ONE OF THE REASONS WHY MAYBE WE NEED TO CLARIFY THINGS
28 FURTHER IN OUR AMENDED COMPLAINT, THAT THIS IS A

1 LAWSUIT WHERE IT WASN'T LIKE LET'S JUST GET THE
2 DOCUMENTS. LET'S GET THE PEOPLE THAT KNOW WHAT THEY'RE
3 DOING. AND LET'S NOT JUST GET THE LAWYERS. AS
4 MR. RICHARDS SAID, THE LAWYERS GO ALL THE TIME. HAVE
5 YOU EVER HEARD OF WHERE ONE LAW FIRM WHO DOES THE SAME
6 THING WITH ANOTHER LEMON LAW FIRM GETS -- FIRST THEY
7 RECRUIT THE HEAD OF THE INTAKE DEPARTMENT, AND THERE'S
8 EVIDENCE THAT ALTHOUGH SHE LEFT AND WE AGREE THAT IT'S
9 NOT ACTIONABLE, SHE STARTS SOLICITING PEOPLE TO JOIN
10 HER AT C.L.E. BECAUSE THEY HAD A CONCERTED EFFORT TO
11 BASICALLY TAKE THIS FIRM'S SUCCESS AND IT'S ACTIONABLE,
12 JUST LIKE THEY TAKE THE DOCUMENTS.

13 NOW, I WANT TO POINT OUT ON THE ISSUE OF
14 THOSE CASES --

15 THE COURT: MR. SINGER, JUST REAL QUICK BEFORE
16 YOU POINT THAT OUT. HOW MANY TIMES IN YOUR EXPERIENCE
17 AND IN ALL OF OUR EXPERIENCES HAVE WE READ ABOUT OR
18 HEARD ABOUT ENTIRE PRACTICE GROUPS LEAVING ONE FIRM AND
19 GOING OVER TO ANOTHER FIRM, THE EMPLOYMENT LAW GROUP,
20 THE INTELLECTUAL PROPERTY GROUP OF SOME MAJOR FIRM?
21 IRELL & MANELLA RIGHT NOW, HALF OF THEIR INTELLECTUAL
22 PROPERTY GROUP HAS LEFT, KIND OF LEFT AND GONE. I MEAN
23 PEOPLE HAVE ENDED UP AT LEWIS BRISBOIS IN THEIR
24 EMPLOYMENT LAW GROUP. BUT AT ONE POINT LIKE THEIR
25 ENTIRE EMPLOYMENT LAW DEPARTMENT HAD LEFT.

26 I MEAN ISN'T THAT A COMMON LAW FIRM
27 EVENT -- NOT COMMON, BUT NOT ABNORMAL?

28 MR. SINGER: I WOULD AGREE THAT THAT HAPPENS

1 FREQUENTLY WHERE GROUPS OF LAWYERS LEAVE TO START THEIR
2 OWN FIRM, BUT THE GROUPS OF LAWYERS DON'T STEAL THE
3 PROPERTY. NUMBER TWO, BUT THIS IS THE MORE IMPORTANT
4 ISSUE, THAT'S NOT WHAT HAPPENED HERE.

5 THIS WOULD BE A DIFFERENT SITUATION IF
6 MR. BECK DECIDED, "YOU KNOW WHAT, I'M GOING TO START MY
7 OWN LAW FIRM. I'M GOING TO START MY OWN LAW FIRM.
8 I'VE DECIDED WHAT TO DO." THAT'S NOT WHAT HE DID HERE.
9 IN FACT, WHO KNOWS IF WE'D BE HERE TODAY. IF HE STOLE
10 THE DOCUMENTS, WE MIGHT BE HERE TODAY. BUT THAT'S NOT
11 WHAT HAPPENED HERE.

12 IT'S A TOTALLY DIFFERENT SITUATION IF
13 MR. BECK, MR. KIM, MR. G, MS. ZHANG DECIDED, "YOU KNOW
14 WHAT, WE'RE UNHAPPY HERE. WE DON'T LIKE WORKING FOR
15 MR. SHAHIAN AND WE DON'T WANT TO WORK HERE AT S.L.P.
16 AND WE'RE NOT GOING TO BECOME PARTNERS. LET'S START
17 OUR OWN FIRM." BUT THAT'S NOT WHAT HAPPENED HERE. IT
18 DIDN'T HAPPEN LIKE THAT BECAUSE THEY WENT AFTER THE
19 INTAKE AND THE MARKETING DEPARTMENT AND THEY ALSO TOOK
20 THE DOCUMENTS THAT THEY KNEW WERE SUCCESSFUL.

21 NOW, THEY MAY HAVE REMEMBERED IT AND THEY
22 COULD HAVE LOOKED AT IT. BUT THE DISTINCTION HERE
23 IS -- AND, BY THE WAY, MY CLIENT DIDN'T FILE A LAWSUIT
24 IN 2021 JUST BECAUSE THEY LOST THE LAWYERS. MY CLIENT
25 FILED THE LAWSUIT WHEN, ALL OF A SUDDEN, THEY SAW THE
26 HEAD OF THE INTAKE DEPARTMENT, THREE MORE KEY PEOPLE IN
27 THE INTAKE DEPARTMENT. AS WE'VE POINTED OUT, THE ISSUE
28 THAT WE HAVE WITH MS. SANTOS IS NOT THAT SHE SOLICITED,

1 BUT SHE KNEW THROUGH CONFIDENTIAL INFORMATION WHO WAS
2 THE BEST INTAKE DEPARTMENT PEOPLE TO TAKE AND SHE TOOK
3 THEM.

4 SO THIS IS NOT LIKE JUST STARTING A LAW
5 FIRM. AND THE DISTINCTION IS IN MOST LAW FIRMS AND
6 MOST PRACTICES OF LAW -- LOOK, I'VE BEEN PRACTICING FOR
7 40 YEARS, YOUR HONOR, AND I'M SURE MR. RICHARDS HAS
8 BEEN PRACTICING FOR QUITE A WHILE -- IS THAT YOU DON'T
9 RELY ON AN INTAKE/MARKETING DEPARTMENT IN A REGULAR LAW
10 FIRM. CASES YOU COME TO ARE BASED ON A DIFFERENT WAY
11 THAT WE GET BUSINESS. IT IS DIFFERENT IN THE LEMON LAW
12 FIELD. THAT'S THE DIFFERENCE. THE LEMON LAW FIELD IS
13 DIFFERENT THAN IT IS IN MOST OTHER TYPES OF PRACTICE;
14 HOW YOU GET CLIENTS, HOW YOU -- WHAT IS AN INTAKE
15 DEPARTMENT? WHAT DO YOU DO FOR MARKETING?

16 MOST LAWYERS IN AN EMPLOYMENT LAW FIRM,
17 THEY DON'T HAVE AN INTAKE OR MARKETING DEPARTMENT. SO
18 WE DON'T DISAGREE, YOUR HONOR, THAT THAT IS TRUE, BUT
19 THAT'S NOT WHAT HAPPENED IN THIS CASE.

20 SO I JUST WANT TO POINT OUT ON THE
21 ISSUE OF THE -- AND I WANT TO MOVE ON -- IS WE DID CITE
22 THE TUCKER ELLIS CASE, BUT WE DO BELIEVE THE PROPERTY,
23 ALTHOUGH WE CALLED IT CONFIDENTIAL AND PROPRIETARY
24 INFORMATION IN PARAGRAPH 30, WE FOUND ANOTHER CASE.
25 ONE OF THE DISTINCTIONS THAT I THINK YOU POINTED OUT
26 WHEN YOU REFERRED TO THE TUCKER ELLIS CASE AND THE
27 TUCKER ELLIS CASE MAY NOT MENTION TRADE SECRETS, BUT I
28 DO BELIEVE THAT AN EXCELLENT CASE THAT CLEARLY IS

1 RELEVANT AND IS APPLICABLE TO THE FACTS IN THIS CASE IS
2 THE CASE OF PILLSBURY, MADISON & SUTRO, YOU KNOW, ONE
3 OF THE TOP FIRMS IN THE COUNTRY, V. SCHECTMAN. IT'S
4 55 CAL.APP.4TH, 1279-1287. IT'S A 1997 CASE.

5 WE POINT OUT THAT LABOR CODE 2860 IN AND
6 OF ITSELF AS REFERRED TO IN THE TUCKER ELLIS CASE
7 CREATES A PROPERTY RIGHT. AND THAT CASE INVOLVED
8 PROPERTY RIGHTS. THE ISSUE IN THE TUCKER ELLIS CASE
9 WAS THE LAW FIRM HAD ITS WORK PRODUCT. THE EX-LAWYER,
10 I DON'T KNOW IF HE WAS AN ASSOCIATE OR PARTNER, CLAIMED
11 THAT THE LAW FIRM COULD NOT GIVE AWAY HIS WORK PRODUCT.
12 AGAIN, IT'S NOT NECESSARILY NON-PUBLIC INFORMATION.
13 THAT CASE DIDN'T INVOLVE NON-PUBLIC INFORMATION. IT
14 WAS WORK PRODUCT POTENTIALLY. BUT IN ANY EVENT, THAT
15 CASE INVOLVED AN ISSUE OF PROPERTY.

16 BUT THE PILLSBURY MADISON CASE, THIS IS A
17 VERY IMPORTANT CASE BECAUSE THIS DEALS WITH THE
18 C.U.T.S.A. ISSUE AND THE ISSUE OF PREEMPTION AND IT
19 POINTS OUT THAT CLAIMS BY A LAW FIRM AGAINST AN
20 ATTORNEY WHO OBTAINS FILES OF A LAW FIRM IS DISTINCT
21 FROM C.U.T.S.A.

22 IN FACT, THE COURT STATED THAT BECAUSE THE
23 DEFENDANTS RELIED ON THE C.U.T.S.A. ARGUMENT CLAIMING
24 THAT, QUOTE, "THE LEGION OF CASES IN THE TRADE SECRET
25 AREA WHERE RELIEF IS DENIED TO EMPLOYERS WHOSE
26 EMPLOYEES HAVE TAKEN DOCUMENTS THAT FAILED TO RISE TO
27 THE LEVEL OF TRADE SECRETS." THAT'S IN FACT THE
28 ARGUMENT THAT'S BEING MADE IN THIS CASE, THAT THE

1 DOCUMENTS THAT WERE TAKEN DON'T RISE TO THE LEVEL OF
2 TRADE SECRETS.

3 THE COURT SAID, "AS DISCUSSED BELOW, TRADE
4 SECRET LAW PROTECTS AN INTEREST IN DISTINCT FROM THE
5 DOCUMENTS THEMSELVES AND DOES NOT APPLY HERE."

6 THE COURT ALSO STATED, "SCHECTMAN'S
7 RELIANCE ON CASES INVOLVING TRADE SECRETS IS ALSO
8 MISPLACED." NO ONE HAS CLAIMED THESE DOCUMENTS ARE
9 TRADE SECRETS. AND I SHOULD POINT OUT -- I'LL GET BACK
10 TO THE QUOTE -- WE'RE NOT CLAIMING TRADE SECRETS.
11 CERTAINLY DEFENDANTS ARE ARGUING IT'S NOT A TRADE
12 SECRET. SO THAT'S THE SAME FACTUAL ISSUE THAT WE HAVE
13 IN THIS CASE.

14 THE COURT POINTED OUT -- OR STATED, NOT
15 POINTED OUT -- "SCHECTMAN'S ASSERTION OF AN INTEREST OR
16 JUSTIFICATION SUPERIOR TO ANY INTEREST GROUNDED SOLELY
17 ON THE BASIS OF OWNERSHIP IS NOT READILY DISTINGUISHED
18 FROM A PICKPOCKET'S INTEREST IN A STRANGER'S PURSE.
19 WHETHER OR NOT HE MIGHT BE ABLE TO ARTICULATE AN END
20 JUSTIFYING THE MEANS HE PROPOSES, WHICH IS NO LESS THAN
21 TO LAY CLAIM TO DOCUMENTS WHICH DO NOT ARGUABLY
22 IMPLICATE ANY PERSONAL PRIVACY INTEREST, HE WOULD STILL
23 FAIL TO STATE A SUFFICIENT REASON TO SUBVERT SOCIETY'S
24 INTEREST IN PRESERVING PRIVATE PROPERTY."

25 THEN THE COURT STATED, "ANY LITIGANT OR
26 POTENTIAL LITIGANT WHO CONVERTS, INTERDICTS, OR
27 OTHERWISE PURLOINS DOCUMENTS IN THE PURSUIT OF
28 LITIGATION OUTSIDE THE LEGAL PROCESS DOES SO WITHOUT

1 THE GENERAL PROTECTIONS AFFORDED BY THE LAWS OF
2 DISCOVERY AND RISK BEING FOUND TO HAVE VIOLATED
3 PROTECTED RIGHTS."

4 YOUR HONOR, THAT IS IN FACT WHAT HAPPENED
5 IN THIS CASE. THE PURLOINED DOCUMENTS ESTABLISH A
6 PROPERTY RIGHT. AND THE COURT DEALT WITH THE ISSUE OF
7 C.U.T.S.A., AND THAT IS, I THINK THE ISSUE IS PERHAPS
8 OUR DEFINITIONAL TERM, I SHOULD POINT OUT, NOT THAT
9 IT'S NECESSARY, BUT WHEN WE DRAFTED THE PROPOSED THIRD
10 AMENDED COMPLAINT AND THE MOTION, WE DID USE DIFFERENT
11 WORDS, STILL CONFIRMING IT'S PROPRIETARY DOCUMENTS AND
12 SOME OF IT IS CONFIDENTIAL.

13 BUT THAT CASE POINTS OUT THAT THE MAIN
14 ARGUMENT YOU HAVE, YOUR HONOR -- THERE'S TWO ARGUMENTS
15 WHEN I READ THE TENTATIVE THAT I UNDERSTAND YOUR
16 POSITION IS:

17 ONE, C.U.T.S.A. CONTROLS BECAUSE THE BASIC
18 CLAIM IS TRADE SECRETS AND WE'RE NOT CLAIMING IT'S
19 TRADE SECRETS. AND WE MAY NOT HAVE ALLEGED PROPERLY
20 THAT IT IS A PROPERTY RIGHT, BUT I BELIEVE WE HAVE.
21 BUT IF IT'S NECESSARY TO ADD THE STATUTORY REFERENCES,
22 WE'VE DONE THAT IN THE PROPOSED THIRD AMENDED
23 COMPLAINT.

24 AND THE OTHER ISSUE IS WHICH WE TRY TO DO
25 IN THE THIRD AMENDED COMPLAINT, TO THE EXTENT WE DIDN'T
26 MAKE IT CLEAR IN THESE ALLEGATIONS -- AND THE PURPOSE
27 OF THIS IS NOT TO HAVE A MOVING TARGET, AS MR. RICHARDS
28 TRIED TO POINT OUT. IT'S NOT A MOVING TARGET. IT'S TO

1 HAVE THE ALLEGATIONS CONFIRMED TO THE EVIDENCE THAT
2 ESTABLISHES IT. THIS IS NO DIFFERENT THAN IF A PARTY
3 IS READY TO GO TO TRIAL, THERE'S NO SUMMARY JUDGMENT
4 PER SE, AND MANY TIMES THE COURTS ALLOW PARTIES AND IT
5 SHOULD BE ALLOWED THAT THE COMPLAINT CAN BE AMENDED TO
6 CONFORM TO THE EVIDENCE AND THAT'S WHAT WE'RE TRYING TO
7 DO HERE.

8 THIS ISSUE OF PREJUDICE AND DELAY,
9 MR. RICHARDS WAITED -- TWO THINGS HE DID. I SHOULDN'T
10 POINT OUT INDIVIDUALLY. THE DEFENDANTS DID IN THIS
11 CASE. FOUR MONTHS AFTER THEY FILED THEIR MOTION, THEY
12 PRODUCED 10,000 DOCUMENTS. THEN -- INCLUDING KEY
13 DOCUMENTS LITERALLY A FEW WEEKS BEFORE THIS HEARING.
14 THEN THEY DON'T RAISE THIS ISSUE UNTIL THE REPLY
15 PAPERS. IT WASN'T RAISED IN THEIR MOTION THAT YOU HAVE
16 TO ADDRESS ONLY THE ALLEGATIONS OF THE COMPLAINT. AND
17 I'M NOT SAYING THAT'S THE WRONG LAW. BUT WE KNEW WE
18 COULD ESTABLISH SIGNIFICANT EVIDENCE IN THIS CASE TO
19 SHOW THAT OUR CLAIMS ARE ACTIONABLE BECAUSE OF THIS
20 PROPERTY RIGHT THAT EXISTED.

21 I'M GOING TO TRY TO GO THROUGH QUICKLY.
22 ONE OF THE THINGS ALSO YOU RAISED IN THE TENTATIVE IS
23 THE ISSUE OF DAMAGES FOR THE BREACH OF THE TORT CLAIMS.
24 I THINK IT'S IMPORTANT TO POINT THIS OUT.

25 ON PAGE 15 OF YOUR TENTATIVE, BUT I'M
26 GOING TO POINT OUT WHERE THE REFERENCE IS SO IT WILL BE
27 EASIER. THE PARAGRAPH AFTER TUCKER ELLIS -- EXCUSE ME.
28 THE SAME PARAGRAPH WHERE YOU REFER TO TUCKER ELLIS, AT

1 THE END OF THAT PARAGRAPH. IT'S IN THE PRINTOUT ON
2 PAGE 15. IT'S THE TOP PARAGRAPH WHERE THE COURT POINTS
3 OUT THAT, YOU KNOW, EVEN IF IT'S OUR CLIENT FILES OR
4 THE PROPERTY OF THE CLIENT WAS TAKEN, THIS RELATES TO
5 THE TORT CLAIMS, PLAINTIFF WAS NOT DAMAGED APART FROM
6 THEIR ATTORNEYS ALLEGED TAKING THE INFORMATION, USING
7 THAT INFORMATION TO GAIN A COMPETITIVE ADVANTAGE FOR
8 THEMSELVES AND C.L.E. I BELIEVE THAT THAT IS
9 INCORRECT, YOUR HONOR.

10 MY CLIENT HAS SUFFERED SIGNIFICANT DAMAGES
11 IN THE USE OF THAT PROPERTY. AS I POINTED OUT, THERE'S
12 NO DISPUTE THAT THAT PROPERTY WAS USED BY C.L.E.
13 FORGET ABOUT BECK. HE COULD TRY TO CLAIM THIS IS HIS
14 WORK PRODUCT, BUT IT WAS USED BY C.L.E. BY THE NON-EX
15 S.L.P. LAWYERS, AND I'M SURE THEY USED THE VEHICLE HOT
16 LIST.

17 WE ALSO PUT IN INFORMATION, ANOTHER POINT
18 WE POINTED OUT, YOUR HONOR, IN MR. PAULI'S DECLARATION,
19 NOT REFERRED IN THE TENTATIVE AND I DIDN'T REFER TO IN
20 THE LAST EARLIER ORAL ARGUMENT, THEY ALSO BEGAN TO
21 TARGET AND FILE LAWSUITS ON MANY OF THE CLAIMS THAT WE
22 WERE FILING THAT WE HAD TARGETED BECAUSE THEY KNEW
23 BASED ON THAT VEHICLE HOT LIST AS TO WHAT CARS TO GO
24 AFTER AND FILE THOSE LAWSUITS.

25 BUT HERE'S THE ISSUE ON DAMAGES. NOT ONLY
26 IS THERE NO DISPUTE THAT THEY TOOK IT, NOW INDEPENDENT
27 OF THE RIGHT IF WE PREVAIL AND YOU ALLOW US TO PURSUE
28 THESE TORT CLAIMS, THE LAW ALLOWS US TO GET

1 DISGORGEMENT. SO THAT'S ONE ELEMENT OF DAMAGES. AND
2 WE WILL BE ABLE TO PROVE DISCOURAGEMENT SIGNIFICANT.
3 WE BELIEVE THAT C.L.E. HAS MADE MILLIONS OF DOLLARS AND
4 MR. BECK HAS MADE HUNDREDS AND HUNDREDS OF THOUSANDS OF
5 DOLLARS IN TERMS OF THE ISSUE OF DISGORGEMENT. BUT
6 LET'S ASSUME YOU DON'T EVEN GET TO THE ISSUE OF
7 DISGORGEMENT.

8 THESE DOCUMENTS THAT WERE TAKEN, EVEN IF
9 SOME OF THEM ARE PUBLIC -- AS I POINTED OUT, IT'S NOT
10 JUST THAT YOU CAN GET THIS DOCUMENT. SO IF S.L.P.
11 WANTED TO SELL THE DOCUMENTS -- WE EASILY CAN GET AN
12 EXPERT TO CONFIRM IT OR WE CAN HAVE OUR CLIENTS
13 TESTIFY -- LET'S ASSUME THEY WANTED TO SELL IT TO A LAW
14 FIRM OR SELL IT TO SOME GROUP OF LAWYERS THAT ARE
15 SAYING, "I'M TIRED OF DOING IMMIGRATION LAW. I'D LIKE
16 TO DO LEMON LAW. WE'D LIKE TO OPEN UP A LEMON LAW
17 FIRM." AND MY CLIENT WILL SAY, "WELL, YOU KNOW WHAT, I
18 CREATED THESE TEMPLATES. I'VE SPENT HUNDREDS OF
19 THOUSANDS OF DOLLARS AND HUNDREDS AND HUNDREDS OF HOURS
20 CREATING THESE TEMPLATES, NOT ONLY FOR MOTIONS BUT I'VE
21 GOT MY VEHICLE HOT LIST, I'VE GOT MY BUYBACK DOCUMENTS
22 TO SHOW YOU WHICH OF THE CARS YOU'RE GOING TO MAKE A
23 LOT MORE MONEY, I'VE GOT MY INTAKE FORM, SALES FORCE
24 DOCUMENTS." MY CLIENT -- THOSE DOCUMENTS THAT WERE
25 TAKEN WOULD BE WORTH HUNDREDS OF THOUSANDS OF DOLLARS
26 TO SELL. IT WOULD BE NO DIFFERENT THAN, YOU KNOW, IT'S
27 NOT JUST SELLING A PRACTICE. BUT IF SOMEBODY WANTED --
28 WE WILL BE ABLE TO PROVE THAT THESE

1 DOCUMENTS HAVE SIGNIFICANT VALUE. AND, BY THE WAY, IT
2 HAD SIGNIFICANT VALUE. WE HAVEN'T GOTTEN THE DISCOVERY
3 FROM C.L.E., BUT I GUARANTEE YOU IF WE KEEP THE CASE
4 GOING AND WE GET THE DISCOVERY, WE WILL SEE THAT
5 C.L.E.'S EARNINGS AND INCOME WENT UP SIGNIF- -- IF THEY
6 WERE ABLE TO QUADRUPLE OR TRIPLE WHAT MR. BECK MADE, I
7 CAN'T IMAGINE WHAT THEY OBTAINED. IN TERMS OF WHY?
8 BECAUSE THEY USED OUR PROPERTY. THAT'S WHAT'S
9 ACTIONABLE.

10 AGAIN, YOUR HONOR, IF YOU BELIEVE BASED ON
11 THE LAW THAT WE NEED TO ALLEGE MORE SPECIFICITY BY
12 MENTIONING THE STATUTES OR BY, YOU KNOW, SAYING THAT
13 THEY SOLICITED EMPLOYEES, BUT THEN YOU SAID PURSUANT TO
14 THE MISAPPROPRIATION BUT DELETE THE WORDS "PURSUANT TO
15 THE MISAPPROPRIATION."

16 ON THE ISSUE OF BREACH OF DUTY OF LOYALTY,
17 I'M NOT GOING TO REARGUE THOSE ARGUMENTS OTHER THAN,
18 YOUR HONOR, I DO BELIEVE WE HAVE CLAIMS AGAINST
19 MR. BECK ON THE SHAPNA SHARMA DUTY OF LOYALTY AND THE
20 AIDING AND ABETTING BY C.L.E., THAT'S EXHIBIT 30 AND
21 31, ALSO THE EXPERT REPORT.

22 AGAIN, I THINK BASED ON YOUR TENTATIVE
23 BECAUSE IT SAID "PURSUANT TO THE MISAPPROPRIATION,"
24 ALTHOUGH OUR CONCEPT OF THE MISAPPROPRIATION, AND MAYBE
25 IT WAS UNARTFULLY ALLEGED, IT WAS NOT MISAPPROPRIATION
26 OF DOCUMENTS. OUR CLAIM IS THE MISAPPROPRIATE OF
27 TAKING THINGS FROM C.L.E. -- EXCUSE ME, FROM S.L.P.

28 OUR CLAIM OF MISAPPROPRIATION IS TWOFOLD.

1 YES, ONE ASPECT OF THE MISAPPROPRIATION IS THE
2 DOCUMENTS AND CLEARLY EXPERT REPORT IS SOMETHING THEY
3 KNEW IS A GOOD EXPERT REPORT. IT WAS ASKED OF MR. BECK
4 WHEN C.L.E. KNEW HE WAS STILL THERE. THEY COULDN'T
5 WAIT. YOU KNOW WHY? THEY DIDN'T KNOW IF HE WOULD.
6 THEY COULDN'T EVEN WAIT BECAUSE THEY NEEDED IT
7 IMMEDIATELY. THEY ASKED HIM FOR IT WHILE HE WAS
8 WORKING THERE. SO THAT CLEARLY IS A BREACH OF DUTY OF
9 LOYALTY AND THEIR AIDING AND ABETTING.

10 AS I POINTED OUT, IN OUR THIRD AMENDED
11 COMPLAINT WE CAN CLEARLY CLEAR UP ANY AMBIGUITY,
12 WHATEVER, TO CONFIRM THAT EXISTS.

13 NOW I WANT TO GET BRIEFLY INTO ANOTHER
14 ISSUE WHICH IS THIS CONCEPT OF INTERFERENCE WITH
15 CONTRACT WITH THE C.L.E. PARTIES BECAUSE IT WAS
16 RAISED -- I DIDN'T RAISE THE ISSUE IN THE ARGUMENT ON
17 TUESDAY, AND I KNOW THAT IN THE TENTATIVE WITH C.L.E.,
18 INDEPENDENT OF C.U.T.S.A., YOU'VE SAID WE HAVE NOT
19 ALLEGED FACTS.

20 I THINK THAT IT'S IMPORTANT THAT THIS
21 DOCUMENT THAT WE HAVE, IF YOU CAN LOOK FOR EXHIBIT 179,
22 YOUR HONOR. IT IS A MULTI-PAGE DOCUMENT. I APOLOGIZE.
23 UNFORTUNATELY, WHEN IT'S PRODUCED BY MR. RICHARDS AND
24 MR. LONG, THEY HAVE A PROPENSITY TO MAKE THINGS
25 DIFFICULT BY NOT NUMBER STAMPING DOCUMENTS SO I COULD
26 HAVE EASILY POINTED OUT THE PAGE NUMBER OR BATES
27 NUMBER.

28 ANYWAY, EXHIBIT 179 IS VERY SIGNIFICANT ON

1 THIS CLAIM FOR INTERFERENCE WITH CONTRACTUAL RELATIONS.
2 THIS WAS LITERALLY PRODUCED A FEW WEEKS, A FEW WEEKS
3 BEFORE THIS HEARING. SO OBVIOUSLY WE DIDN'T HAVE THE
4 DOCUMENT THAT WE COULD EVEN RELY UPON. BUT THIS IN MY
5 OPINION, THIS DOCUMENT CONFIRMS IN MANY RESPECTS WHY WE
6 HAVE VALID CLAIMS FOR INTERFERENCE WITH CONTRACT
7 RELATIONS BY THE C.L.E. PARTY.

8 WHAT EXHIBIT 179 IS IS A CONSUMER LAW
9 EXPERT'S EMPLOYEE CONFIDENTIALITY AGREEMENT THAT THEY
10 REQUIRE ALL THEIR EMPLOYEES TO SIGN, JUST LIKE S.L.P.
11 HAS IT. AS YOU CAN SEE FROM OUR COMPLAINT, WE HAD
12 LAWYERS, WE HAD LOW-LEVEL INTAKE DEPARTMENT EMPLOYEES,
13 THE HEAD OF THE DEPARTMENT SIGN CONFIDENTIALITY
14 AGREEMENTS. WE'VE ALLEGED THAT WITH SANTOS AND GARZA.

15 WHAT IS SIGNIFICANT IS AS A LEMON LAW AND
16 EVEN A STRUGGLING -- NOT A STRUGGLING, A BEGINNING
17 C.L.E. AS IN LEMON LAW, THEY REQUIRE BASICALLY THE SAME
18 OBLIGATIONS THAT S.L.P. REQUIRES OF THEIR EMPLOYEES;
19 CONFIDENTIALITY, YOU DON'T HAVE ANY RIGHT TO TAKE ANY
20 DOCUMENTS WHEN YOU LEAVE. SO THIS IS WHAT'S
21 SIGNIFICANT TO SHOW THE INTERFERENCE WITH THE CONTRACT.
22 IT'S NOT JUST THE LANGUAGE OF THE AGREEMENT THAT HAS
23 VIRTUALLY IDENTICAL TYPE OBLIGATIONS.

24 IF YOU TURN TO PAGE -- THE FIFTH PAGE OF
25 THE DOCUMENT AFTER THE MOTION. IT IS THE FOURTH AND
26 FIFTH PAGE. THIS IS MR. BECK'S DOCUMENT THAT HE
27 SIGNED. THE SAME THING APPEARS VERY SIMILAR.

28 SO IF YOU LOOK AT THIS FIRST AGREEMENT,

1 THE NEXT-TO-THE-LAST PAGE, IT'S PARAGRAPH H, AS IN
2 HARRY, YOU CAN SEE WHAT DID THEY DO WHEN THEY HIRED THE
3 S.L.P. LAWYERS. YOU CAN LOOK AT THE PAGE AND YOU CAN
4 LOOK AT ARTICLE VI, ROMAN VI, "MISCELLANEOUS
5 PROVISIONS," AND YOU LOOK AT THE FONT. IN FACT, IF YOU
6 LOOK AT THAT FONT AND THEN YOU LOOK AT THE FONT FOR THE
7 OTHER THREE PAGES, IT'S IDENTICAL.

8 NOW WE GO TO PARAGRAPH H AND YOU CAN SEE
9 WHAT THEY DID IN PARAGRAPH H. FIRST OF ALL, I DON'T
10 KNOW WHEN THEY DRAFTED IT. THAT'S A DIFFERENT ISSUE.
11 BUT IF YOU LOOK AT PARAGRAPH H, IT CONFIRMS THEY KNEW
12 WHAT WAS GOING ON. FIRST OF ALL, THEY PUT IT IN A
13 DIFFERENT FONT. IT SAYS, "THE COMPANY DOES NOT WANT
14 AND YOU MUST NEVER USE OR DISCLOSE DURING YOUR
15 EMPLOYMENT WITH THE COMPANY ANY CONFIDENTIAL OR
16 PROPRIETARY INFORMATION" -- THEY QUOTE THE WORDS FROM
17 OUR CONTRACT -- "OR TRADE SECRETS FROM ANY PREVIOUS
18 EMPLOYER," AND IT'S PUT IN WITH A DIFFERENT FONT.

19 WHAT'S SIGNIFICANT IS IT'S NOT EVEN DATED,
20 THIS CONTRACT. THEN IT SAYS YOU SHOULDN'T -- THE LAST
21 PAGE, "YOU MUST NOT KEEP ANY CONFIDENTIAL OR TRADE
22 SECRET ITEMS OR MATERIALS RELATED TO YOUR FORMER
23 EMPLOYERS OR USE SUCH MATERIALS."

24 WELL, CLEARLY, FIRST OF ALL, C.L.E. KNEW
25 ABOUT IT BECAUSE C.L.E. THEN BEGAN USING IT WHEN THE
26 NON EX-S.L.P. ATTORNEYS WHO WORKED FOR THE FIRM FILED
27 THEIR MOTIONS. AGAIN, YOUR HONOR, IT'S THE SAME WHAT
28 THEY DO WITH THE OTHER EMPLOYEES.

1 THE NEXT CONTRACT, I'M NOT GOING TO BORE
2 THE COURT. THE COURT CAN LOOK AT IT. BUT PARAGRAPH H,
3 WHEN THE COURT IS INCLINED TO LOOK AT THESE AGREEMENTS,
4 PARAGRAPH H IN EVERY AGREEMENT HAS A DIFFERENT FONT.
5 NO REASON TO PUT IN A DIFFERENT FONT. IT SHOWS YOU
6 THAT THEY HAD THE FORM AGREEMENT THAT THEY WOULD
7 OTHERWISE USE, WHICH IS VIRTUALLY IDENTICAL SO THEY
8 KNOW THAT S.L.P. HAS IT AND THE OTHER LAW FIRMS HAVE
9 IT, AND THEY CERTAINLY ACKNOWLEDGE IT WHEN THEY DRAFTED
10 PARAGRAPH H. SO THAT, I BELIEVE, IS EVIDENCE THAT THEY
11 KNEW.

12 WE'VE REQUESTED TO SEE THE COPY OF THE
13 DOCUMENTS THAT THEY HAD WITH OTHER S.L.P. EMPLOYEES
14 DURING THE DEPOSITION AND THAT WAS INSTRUCTED NOT TO
15 PROVIDE THE DOCUMENTS. SO THAT MAY BE PART OF A MOTION
16 TO COMPEL THAT WE WILL TRY TO HAVE SCHEDULED WITH YOU.

17 ONE OTHER ISSUE ON THIS ISSUE OF
18 INTERFERENCE WITH CONTRACT IS THAT MR. BECK BECAME A
19 PARTNER OF C.L.E. AND HE KNEW AT THE TIME THAT THEY
20 HIRED SANTOS AND GARZA THAT THEY HAD THOSE SIMILAR
21 CONTRACTS. SO THAT I BELIEVE THAT THESE ARE ADDITIONAL
22 FACTS TO SUPPORT OUR CLAIM FOR INTENTIONAL INTERFERENCE
23 WITH CONTRACT.

24 SO THEY KNEW THEY HAD THE OBLIGATION. BUT
25 THAT DISTINCT -- I MEAN I'VE NEVER SEEN THIS. YOU'D
26 THINK THAT AT LEAST THEY WOULD RETYPE THE DOCUMENT WITH
27 A WHOLE NEW FONT. THEY JUST FIGURED LET'S MAKE IT EASY
28 AND SIMPLE. THAT'S THE WAY THIS FIRM OPERATES.

1 RATHER THAN DRAFT A BRAND NEW AGREEMENT SO
2 THAT THE FONT LOOKS THE SAME, HOW DIFFICULT COULD IT
3 HAVE BEEN WITH A COMPUTER TO TAKE THE DOCUMENT, CREATE
4 A DOCUMENT. THEY JUST CHANGED THE FONT OF PARAGRAPH H.
5 THIS IS EXACTLY THE WAY THEY OPERATE. WHY USE OUR OWN
6 FORMATS? WHAT DO WE NEED TO TAKE THEIR DOCUMENT?
7 BECAUSE THAT'S THE EASY WAY TO DO THINGS.

8 I BELIEVE WE HAVE EVIDENCE ON THE AIDING
9 AND ABETTING ON THE BREACH OF FIDUCIARY DUTY AT C.L.E.
10 ON VIRTUE OF THE BUYBACK SCRIPT, THE VEHICLE DEFECT
11 LIST. EXHIBIT 85, YOU CAN LOOK AT IT AGAIN. I KNOW
12 THAT THE ARGUMENT WAS MADE BY MR. RICHARDS THIS IS
13 NONSENSE. IF YOU LOOK AT THAT DOCUMENT, YOU'RE NOT
14 GOING TO GET THAT INFORMATION. IT'S GOING TO TAKE
15 HUNDREDS OF HOURS TO FIGURE THAT OUT. WHAT ARE YOU
16 GOING TO DO? YOU'LL FIND ONE CAR. I WISH C.L.E. WOULD
17 HAVE DONE THAT. IT WOULD HAVE TAKEN YEARS TO DEVELOP
18 THAT LIST BECAUSE THAT'S HOW LONG IT TOOK MY CLIENT TO
19 DO SO.

20 ONE OTHER BRIEF ARGUMENT I WANT TO MAKE,
21 AND WE ALSO BELIEVE WE HAVE CLAIMS OF AIDING AND
22 ABETTING, BREACH OF DUTY OF LOYALTY AS TO MR. KIM. I'M
23 NOT GOING TO GET INTO SANTOS AND GARZA. AGAIN, I
24 BELIEVE, YOUR HONOR, THEY'RE THE SAME AND THE ONLY
25 REASON I'M POINTING OUT MR. KIM IS --

26 MR. RICHARDS: THIS IS C.L.E.

27 MR. SINGER: -- I BELIEVE THERE IS A POTENTIAL
28 MISTAKE IN THE TENTATIVE RULING. THAT IS ON PAGE 17.

1 SO LET ME BACK UP. IT'S ON PAGE --

2 THE COURT: WAIT. WAIT A MINUTE.

3 MR. SINGER: PAGE 19.

4 THE COURT: WAIT A SECOND, MR. SINGER.

5 MR. SINGER: YOUR HONOR, I'LL GET THE
6 REFERENCE WHERE IT IS.

7 THE COURT: HOLD ON. MY OWN CONCERN ABOUT
8 THAT IS WE'RE FOCUSED HERE ON THE C.L.E. DEFENDANTS.
9 WE'VE ALREADY HAD THE ARGUMENT. OBVIOUSLY, IF WE START
10 TALKING ABOUT -- WE'VE TALKED ABOUT BECK IN GENERAL
11 BECAUSE OBVIOUSLY OF THE AIDING AND ABETTING. THAT'S
12 WHERE THE MAJORITY OF THE COURT'S C.U.T.S.A. ANALYSIS
13 CAME.

14 BUT I DON'T WANT TO OPEN THE DOOR. NOW
15 MR. LONG WOULD PROBABLY NEED TO ADDRESS SOMETHING.
16 WE'VE ALREADY BEEN GOING AT THIS FOR OVER AN HOUR OR
17 HOUR AND TWENTY MINUTES. SO I THINK IT PROBABLY WAS
18 ALREADY ADDRESSED.

19 MR. SINGER: I'M SORRY.

20 THE COURT: I WOULD LIKE TO MOVE ON.

21 MR. SINGER: MY APOLOGIES, YOUR HONOR. I
22 DON'T BELIEVE I ADDRESSED IT AT THE LAST HEARING. IT
23 WILL TAKE ME -- GIVE ME TWO MINUTES. I'M LOOKING AT MY
24 COMPUTER. IT WILL TAKE TWO MINUTES.

25 MR. RICHARDS: I WOULD JUST OBJECT FOR THE
26 RECORD. WE'RE HERE FOR C.L.E.'S SUMMARY JUDGMENT.
27 HOW DO WE GET TO NOW WHERE HE'S REARGUING ABOUT THE
28 OTHER DEFENDANTS?

1 THE COURT: MR. RICHARDS, THAT WAS MY
2 OBJECTION.

3 MR. RICHARDS: ALL RIGHT.

4 THE COURT: LET ME JUST HEAR FROM MR. SINGER
5 WHAT HE BELIEVES TO BE THE MISTAKE. IT'S ALWAYS
6 HELPFUL TO THE COURT. IF I NEED MR. LONG TO BRIEFLY
7 ADDRESS IT, HE CAN. LET'S JUST SEE WHERE WE ARE.

8 MR. SINGER: IT'S ONLY BECAUSE I DON'T RECALL
9 IF IT WAS IN THE PRIOR TENTATIVE. BUT IF IT WAS, I
10 DIDN'T RAISE IT AND I APOLOGIZE. IT'S JUST ONE LAST
11 AND IT WILL TAKE TWO MINUTES OR LESS.

12 THAT IS, ON PAGE 17, THE COURT CORRECTLY
13 QUOTES KIM'S CONTRACT WHERE IT REFERS TO -- HERE, LET
14 ME POINT THIS OUT. KIM HAD AN ADDITIONAL CONTRACT TO
15 BECK. KIM SIGNED AN ADDITIONAL AGREEMENT.

16 BUT ON PAGE 19 OF THE BRIEF -- ON THE
17 TENTATIVE DECISION, IT SAYS THAT WE NEED TO PROVE THAT
18 THE FILES THAT WERE TAKEN WERE NON-PUBLIC INFORMATION
19 OR OTHERWISE MARKED AS CONFIDENTIAL AND PROPRIETARY.
20 THAT'S WHAT IT SAYS IN PAGE 19 OF THE TENTATIVE.

21 HOWEVER, THE CONTRACT THAT WAS SIGNED BY
22 KIM THAT IS LISTED ON PAGE 17 DEFINES CONFIDENTIAL
23 INFORMATION INCLUDES, BUT THIS IS THE MOST IMPORTANT
24 THING, INCLUDES BUT IS NOT LIMITED TO ALL INFORMATION
25 NOT GENERALLY KNOWN TO THE PUBLIC.

26 SO WHAT I'M SAYING IS THAT BASED ON THE
27 LANGUAGE OF THE CONTRACT AS TO KIM SPECIFIC JUST TO THE
28 BREACH OF CONTRACT CLAIM, HIS CONTRACT THAT HE SIGNED

1 IS NOT LIMITED TO NON-PUBLIC INFORMATION. SO EVEN
2 THOUGH THAT WAS YOUR ARGUMENT THAT THESE ARE DOCUMENTS
3 THAT COULD BE AVAILABLE TO THE PUBLIC AND THAT'S IT.

4 NOTHING FURTHER, YOUR HONOR.

5 THE COURT: OKAY.

6 MR. RICHARDS?

7 MR. RICHARDS: THANK YOU. A COUPLE THINGS,
8 YOUR HONOR.

9 MOST OF MR. SINGER'S ARGUMENT,
10 RESPECTFULLY, WAS A REPEAT OF TUESDAY'S ARGUMENT. IT'S
11 NOT REALLY IN MY OPINION APPROPRIATE TO JUST REARGUE
12 THE ENTIRE HOUR, AND I'M CERTAINLY NOT GOING TO DO THAT
13 IN REBUTTAL. I JUST WANT TO FOCUS ON THINGS THAT I
14 THINK ARE IMPORTANT FOR THE C.L.E. SUMMARY JUDGMENT.

15 WE HAD NO OBLIGATION TO TELL
16 MR. SINGER'S FIRM WHAT SUMMARY JUDGMENT LAW IS IN OUR
17 MOVING PAPERS. WE'RE ALLOWED TO POINT OUT ARGUMENT
18 THAT VIOLATES BASIC SUMMARY JUDGMENT PRINCIPLES WHICH
19 IS YOUR CABIN TO THE PLEADINGS. THAT'S NOT A NEW
20 ARGUMENT. THAT'S A RESPONSE TO IMPROPER THEORIES AND
21 ARGUMENTS OUTSIDE OF THE PLEADINGS.

22 WE DON'T NEED TO TELL THEM IN ADVANCE YOU
23 CAN'T DO THIS OR THIS IN AN OPPOSITION. YOU HAVE TO
24 FILE A SEPARATE STATEMENT. I MEAN, HONESTLY, I'M
25 SURPRISED AT THAT ARGUMENT.

26 YOU ADDRESSED ALL THE ARGUMENTS ABOUT
27 TRADE SECRETS ON TUESDAY AND YOU ADDRESSED THEM IN YOUR
28 REVISED TENTATIVE. YOU CAN'T HIDE SEPARATE CAUSES OF

1 ACTION. THE SUMMARY JUDGMENT IS CONFINED TO THE RECORD
2 BEFORE YOU. THERE WAS NO EX PARTE TO ADVANCE ANY SORT
3 OF MOTION TO AMEND. THERE IS NOTHING BEFORE YOU ABOUT
4 ANYTHING THAT'S AN AMENDED PLEADING.

5 I MEAN THE BASIC CONCEPT OF THE CASE IS
6 FAIRNESS. IT IS COMPLETELY UNFAIR AFTER THE COURT
7 POSTS NOT ONE BUT TWO TENTATIVES TO THEN ALL OF A
8 SUDDEN SAY, "YOU KNOW, I'M JUST GOING TO CHANGE
9 EVERYTHING AND ADD TWO MORE SUBSTANTIVE CAUSES OF
10 ACTION, ONE AGAINST C.L.E. AND ONE AGAINST MR. BECK."
11 THAT'S COMPLETELY UNFAIR. THAT'S WHY CASE AFTER CASE
12 SAYS YOU CAN'T HAVE A MOVING TARGET AND WHY THERE'S A
13 SEPARATE BODY OF LAW FOR SUMMARY JUDGMENTS, AND
14 MR. LONG AND I RELIED ON THOSE LAWS. WE'VE BEEN DOING
15 THIS -- I'VE BEEN DOING THIS ALMOST 30 YEARS. THESE
16 ARE NOT NEW CONCEPTS.

17 IT'S UNFAIR TO OUR CLIENTS TO SAY, YOU
18 KNOW, YOU'VE MADE A LOT OF GOOD POINTS. THE COURT HAS
19 MADE A LOT OF GOOD POINTS. SO LET'S JUST TRY A
20 DIFFERENT MOVE; ATTACK THE SHIP IN A DIFFERENT
21 DIRECTION. UNFORTUNATELY, YOU CAN'T DO THAT.

22 THE STRATEGIC TIMING OF A SUMMARY JUDGMENT
23 IS CRITICAL. WHEN YOU'RE JUST CALLING BALLS AND
24 STRIKES, UNFORTUNATELY THEY STRIKE OUT IF THEY TRY TO
25 BRING THINGS THAT AREN'T BEFORE THE COURT.

26 IMAGINE WHAT CHAOS WE WOULD HAVE IF WHEN
27 YOU LOSE A SUMMARY JUDGMENT ON THE TENTATIVE, YOU COULD
28 THEN SAY, "JUDGE, I'M GOING TO FILE A MOTION IN THE

1 MIDDLE OF THE NIGHT AND LET'S NOT RULE ON IT SO I CAN
2 NOW CHANGE THE LEGAL THEORIES." THAT'S EXACTLY WHAT
3 YOU CAN'T DO.

4 MR. SINGER OVER AND OVER AGAIN KEEPS
5 SAYING PROPRIETARY AND CONFIDENTIAL IN HIS ARGUMENT.
6 HE SLIPS UP OVER AND OVER AGAIN BECAUSE THESE ARE, OF
7 COURSE, TRADE SECRETS. ALL THE NUCLEUS FACTS ARE TRADE
8 SECRETS. THEY'RE JUST SIMPLY PREEMPTED. HE HAD A
9 REMEDY. I'M NOT HERE TO TELL HIM HOW HE SHOULD HAVE
10 PLEAD C.U.T.S.A. HE SHOULD HAVE PLEAD IT AND SUED.
11 HE DIDN'T WANT THE EXPOSURE OF THE ATTORNEYS FEES.

12 ALSO, THE 502 ARGUMENT, YOU KNOW, WHEN I
13 HEAR CRIMINAL LAW, I GET EXCITED BECAUSE THE COURT
14 KNOWS MY BACKGROUND. PENAL CODE 502 HAS A SCOPE OF
15 EMPLOYMENT EXEMPTION. NOBODY GETS CHARGED WORKING AT A
16 COMPANY FOR ACCESSING THEIR COMPUTER. BY DEFINITION,
17 IT'S NOT UNAUTHORIZED.

18 I'LL GIVE THE COURT A 2007 CASE, CHRISMAN
19 V. CITY OF LOS ANGELES, 155 CAL.APP.4TH 29 AT PAGE 36.
20 THIS WAS AN L.A.P.D. OFFICER THAT WAS PULLING CELEBRITY
21 NAMES. HE COULD NOT BE CHARGED WITH PENAL CODE 502.
22 OUR CLIENTS ARE NOT BEING SUED FOR THAT, BUT THAT WAS
23 JUST PART OF WHAT MR. SINGER IS REFERENCING.

24 HE ALSO RESPECTFULLY MIS-CITES THE
25 PILLSBURY CASE, THE ONE AT 55 CAL.APP.4TH 1279. THAT
26 WAS AN INJUNCTION CASE WHERE A LAW FIRM, PILLSBURY,
27 JUST ENJOINED STEVEN SCHECTMAN FROM PROPERTY THAT ONLY
28 HAD VALUE TO THEM. THERE WAS NO MONETARY VALUE. THE

1 COURT IN THAT CASE SIMPLY SAID WE'RE NOT GOING TO LET
2 YOU TAKE THIS DISCOVERY AND THEN NOT PRODUCE -- TAKE
3 THESE DOCUMENTS FROM THE LAW FIRM AND THEN NOT PRODUCE
4 THEM IN DISCOVERY AND HAVE AN ADVANTAGE AND IGNORE THE
5 CIVIL DISCOVERY DISPUTES. I COMPLAINED ABOUT THIS ON
6 TUESDAY.

7 MR. SINGER CANNOT JUST TAKE A CASE AND
8 CITE IT FOR A PROPOSITION THAT WASN'T BEFORE THE COURT
9 OF APPEAL. THAT'S NOT AN APPROPRIATE CITATION. THE
10 ISSUE IN THAT CASE WAS NOT A C.U.T.S.A. ISSUE. IT WAS
11 SIMPLY YOU CAN'T TAKE THIS PROPERTY, THE INJUNCTION IS
12 AFFIRMED, AND YOU CANNOT WITHHOLD IT IN DISCOVERY IN A
13 LAWSUIT SO YOU CAN GET AN ADVANTAGE. IT ABSOLUTELY HAS
14 NOTHING TO DO WITH THE FACTS OF THIS CASE.

15 COURT OF APPEAL OPINIONS AND COMMON LAW IS
16 MADE BY THE FACTS AND ISSUES PRESENTED TO THE COURT.
17 YOU CAN'T THEN JUST TAKE A CASE AND SAY, AH-HA, I FOUND
18 A CASE THAT HAS NOTHING TO DO WITH OUR FACTS AND IT'S
19 BINDING ON THIS COURT. THAT'S NOT APPROPRIATE.
20 MR. SINGER KNOWS THAT. HE'S VERY EXPERIENCED.

21 WITH RESPECT TO THE NEW ARGUMENT THAT THEY
22 COULD HAVE SOLD THESE DOCUMENTS. NOW HE IS SAYING
23 S.L.P. IS A PUBLISHER. THERE'S NOTHING IN THIS RECORD
24 THAT THEY'VE EVER TRIED TO SELL A DOCUMENT, TRIED TO
25 SELL A COMPOSITION. THERE'S NOTHING IN THEIR
26 COMPLAINT.

27 I NOW HAVE HEARD EVEN MORE GRASPING AT
28 STRAWS, RESPECTFULLY, THAT OUR OWN CONTRACT, EXHIBIT

1 179, HE DOESN'T LIKE THE FONT. IT WAS LIGHTER. WELL,
2 PRINTERS LOSE INK. WHAT IS HE SAYING, THAT WE SHOULD
3 HAVE CHANGED THE DOCUMENT OUR CLIENT GAVE US? IF THERE
4 WAS SOME NEFARIOUS PURPOSE, THEN OBVIOUSLY SOMETHING
5 WOULD HAVE BEEN CHANGED. IT'S A DOCUMENT. IT'S NOT
6 EVIDENCE IN THE CASE THAT THE DOCUMENT SAYS WE DON'T
7 WANT DOCUMENTS FROM YOUR PRIOR EMPLOYER. THERE'S
8 NOTHING IN THE RECORD THAT SAYS THAT THERE'S ANY
9 DOCUMENT C.L.E. HAS EVER USED OR HAS OR CARES ABOUT
10 BECAUSE NONE OF THESE DOCUMENTS ARE IMPORTANT OR
11 UNIQUE.

12 I MEAN THERE'S JUST A LOT OF, YOU KNOW,
13 SELF-VALUING OR PATS ON THE BACK THAT WE HAVE THESE
14 GREAT DOCUMENTS THAT EVERYBODY WANTS TO USE. BUT AS
15 THE COURT POINTED OUT, LAWYERS AND DEPARTMENTS LEAVE
16 LAW FIRMS ALL THE TIME AND THEY BRING THAT
17 INSTITUTIONAL KNOWLEDGE. THEY BRING ALL THE DOCUMENTS.

18 MR. SINGER WAS STRUGGLING WHEN YOU ASKED
19 HIM, WELL, COULDN'T THEY JUST GET THE MOTIONS TO COMPEL
20 WITH THE DOCUMENTS PRODUCTIONS ATTACHED IF THEY PULLED
21 THE COURT FILE? IT WAS SUCH A GREAT QUESTION.
22 INSTEAD, YOU JUST DIDN'T GET A STRAIGHTFORWARD ANSWER.
23 THE ANSWER IS YES, OF COURSE. IT TAKES TWO SECONDS TO
24 RUN AN ATTORNEY'S NAME THROUGH PACER. YOU GET EVERY
25 CASE HE HAS EVER FILED. YOUR HONOR, I HAVE DOCKET
26 BIRD. YOU CAN CROSS-REFERENCE EVERYTHING THE ATTORNEY
27 HAS EVER DONE. YOU CAN RUN THEIR NAME THROUGH WESTLAW.
28 IT GIVES YOU EVERY MOTION THE ATTORNEY HAS EVER FILED.

1 I MEAN I DON'T WANT TO BORE THE COURT WITH
2 EVERY EXPENSIVE DATABASE, BUT THE ONE THING I'M VERY
3 COGNIZANT OF IS DATABASES. AND ALL THIS STUFF IS
4 UPLOADED, EVERYTHING THAT'S FILED. ALL YOU'VE GOT TO
5 DO IS RUN A QUICK SEARCH TERM AND IT SPITS OUT. THERE
6 IS NOTHING INAPPROPRIATE OR LIKE THAT.

7 THE CONCEPT THAT THE PLAINTIFF IS JUST NOT
8 GRASPING ON AND WE'VE HAD TO SPEND TWO HOURS LISTENING
9 TO A LOT OF PAIN-INVOKING ARGUMENTS, IT'S SIMPLY THAT
10 THEY FILED A COMPLAINT THAT INVOKES TRADE SECRETS AND
11 IT'S PREEMPT.

12 IT DOESN'T MEAN THAT FOR THE REST OF TIME
13 THEY CAN'T SUE SOMEBODY FOR STEALING, ALLEGEDLY TAKING,
14 OR WHAT HAVE YOU WHAT THEY CONSIDER PROPRIETARY. THEY
15 JUST HAVE TO DO IT IN THE AREA THAT THE LEGISLATURE HAS
16 SAID IS PREEMPTED BY A SPECIFIC STATUTE. AND WHEN HE'S
17 TALKING ABOUT C.L.E. INTERFERING WITH A CONTRACT, IT'S
18 PREEMPTED. THIS IS NOT A PERSONAL ISSUE.

19 AGAIN, THEY MADE THE LITIGATION CHOICE.
20 WHEN YOU LOOK AT THE COMPLAINT, ALL ROADS LEAD BACK TO
21 THE SAME NUCLEUS FACTS THAT SAY THE SIMPLE THING;
22 MISAPPROPRIATION OF CONFIDENTIAL PROPRIETARY
23 INFORMATION IS THE NUCLEUS OF THE ALLEGED FACTS
24 UNDERPINNING ALL OF THE CAUSES OF ACTION. THERE IS
25 NOTHING SEPARATE.

26 SO THE COURT -- YOUR HONOR, I'M AMAZED AND
27 IMPRESSED AND I CANNOT THANK YOU ENOUGH. YOU WENT
28 THROUGH 582 PAGES OF SEPARATE STATEMENTS AND YOU PULLED

1 OUT A SECTION WHERE, TO BE FAIR, YOU SAID LET'S ANALYZE
2 THE SINE QUA NON OF WHY A LAW FIRM WOULD GET UPSET WHEN
3 LAWYERS LEAVE.

4 AND I DO AGREE WITH MR. SINGER ON THIS.
5 WE DON'T HUNT FOR CLIENTS ON THE INTERNET. I WOULD SAY
6 MR. SINGER AND I GET MOST OF OUR CLIENTS BY WORD OF
7 MOUTH AND REPUTATION AND MERIT. THAT I AGREE WITH.

8 HOWEVER, IF I LOSE A CLIENT AND IF I LOST
9 A BUNCH OF CLIENTS THROUGH SOME IMPROPER ACT, THAT
10 WOULD BE SOMETHING THAT WOULD BE A DEMONSTRATIVE LOSS
11 THAT I WOULD BE UPSET ABOUT BECAUSE I REALLY NOW HAVE
12 LOST CLIENTS AND I WANT TO KNOW WHY THEY WERE WORKING
13 FOR ME, WERE THEY MOVING MY CLIENTS WHO ARE HIGH-PAYING
14 CLIENTS, LIKE MR. SINGER'S, OUT THE BACK DOOR. THAT IS
15 A TANGIBLE, VERY FRUSTRATING THING TO OCCUR. ALL OF US
16 HAVE HAD PARTNERS AND ASSOCIATES LEAVE OUR OFFICE.
17 HOWEVER, IN THIS CASE, SEPARATE STATEMENT OF FACT 25,
18 26, AND 27 WERE UNDISPUTED.

19 SO FOR THE PURPOSE OF THIS SUMMARY
20 JUDGMENT MOTION, THE COURT -- IT'S BLACK LETTER LAW
21 THAT ONCE SOMETHING IS UNDISPUTED, THAT ANY OBJECTION
22 TO THAT EVIDENCE IS WAIVED. ANY OBJECTION SUPPORTING
23 THE *FACT ARE WAIVED. THAT'S AT HURLEY V. STATE FARM,
24 10 CAL.APP.4TH 533 AT PAGE 540.

25 SO THEY SAID THEY WERE UNDISPUTED. SO THE
26 COURT HAS BEFORE IT IN THE SUMMARY JUDGMENT LITERALLY A
27 LAW FIRM THAT NEVER STOLE A CLIENT, THAT HIRED PEOPLE,
28 AND MR. SINGER IS IGNORING THE FACT THAT MOST OF THESE

1 EMPLOYEES HATED PAYAM, THEIR BOSS. THERE WAS A
2 TREMENDOUS AMOUNT OF ABUSE OF THESE EMPLOYEES. THAT'S
3 WHY THEY LEFT THE FIRM. SO IT WASN'T LIKE THESE
4 EMPLOYEES JUST DECIDED TO MAGICALLY LEAVE.

5 LAW FIRMS ARE ALLOWED TO HIRE HUMAN
6 BEINGS. PEOPLE ARE ALLOWED TO LEAVE FIRMS IN
7 CALIFORNIA AND PEOPLE ARE ALLOWED TO WORK WHEREVER THEY
8 WANT. TO WEAPONIZE THIS, AND THIS IS A CASE WHERE NOW
9 IN THIS RECORD ON SUMMARY JUDGMENT, THE COURT HAS ZERO
10 FACTS BEFORE IT THAT ANY CLIENTS WERE EVEN TAKEN.

11 WHAT DO YOU HAVE BEFORE YOU? YOU HAVE A
12 MISAPPROPRIATION OF CONFIDENTIAL AND PROPRIETARY
13 INFORMATION THAT COULD ONLY BE PREEMPTED BY C.U.T.S.A.
14 THERE IS NO OTHER CONDUCT THAT IS ALLEGED IN THIS
15 SECOND AMENDED COMPLAINT.

16 I THINK IT WOULD BE A MISCARRIAGE OF
17 JUSTICE TO SUGGEST THAT AFTER THEY LITERALLY LOSE
18 EVERYTHING, TO EVEN HAVE THE HUTZPAH TO COME INTO THIS
19 COURT AND SAY, YOU KNOW, LET'S JUST NOT RULE ON
20 ANYTHING BECAUSE THEY WANT TO START ALL OVER AGAIN
21 WOULD LITERALLY TURN SUMMARY JUDGMENTS UPSIDE DOWN. IT
22 WOULD ENCOURAGE UNFAIR PLAY. IT WOULD BE UNFAIR TO ALL
23 THE LITIGANTS. NO ONE WOULD TRUST THE COURT ANYMORE
24 BECAUSE AFTER YOU LOSE THE TENTATIVE -- THIS IS WHY,
25 YOUR HONOR, YOU CANNOT DISMISS A CASE WITH A SUMMARY
26 JUDGMENT MOTION PENDING AFTER YOUR OPPOSITION IS DUE,
27 AND THE SAME THING ON A DEMURRER.

28 THAT'S WHY THERE'S A LARGE BODY OF LAW

1 THAT WHEN THE WRITING IS ON THE WALL, IT'S TIME FOR THE
2 GAME TO BE CALLED. YOU CANNOT NOW TRY TO START ALL
3 OVER AGAIN. AND THIS IS A SEPARATE ISSUE THAN AT
4 TRIAL. MR. SINGER RESPECTFULLY KEEPS TALKING ABOUT A
5 TRIAL. WE ARE IN A DIFFERENT BODY OF LAW. WE ARE IN
6 SUMMARY JUDGMENT LAW.

7 AND THIS WASN'T A SURPRISE THAT WE WERE
8 FILING A SUMMARY JUDGMENT. WE MADE THE RESERVATION
9 MONTHS AGO. AT EVERY STATUS CONFERENCE, WE SAID WE'RE
10 FILING SUMMARY JUDGMENT.

11 MR. SINGER KEEPS SUGGESTING THAT SOMEHOW
12 BECAUSE HE LOST THE SUMMARY JUDGMENT, HE JUST WANTS A
13 DO OVER. WELL, MR. SINGER IS TREATED NO DIFFERENTLY IN
14 THIS COURT OR HIS CLIENT THAN ANY OTHER LITIGANT. AND
15 I HAVE NEVER SEEN A SITUATION WHERE YOU LOSE TWO
16 TENTATIVES AND YOU THINK THAT YOU CAN JUST SAY, "WELL,
17 NOW I WANT TO AMEND AND ADD DIFFERENT CAUSES OF
18 ACTION."

19 I COULDN'T FIND A CASE AT 1:30 IN THE
20 MORNING WHEN I GOT NOTIFIED THAT SOMETHING WAS GOING TO
21 HAPPEN TODAY, THAT THERE WAS GOING TO BE A REQUEST TO
22 MAYBE POSSIBLY AMEND THE COMPLAINT WHICH IS NOT IN THE
23 RECORD -- WE WOULD OBJECT TO ANYTHING NEW BEING PUT IN
24 THE RECORD -- THAT ALL OF A SUDDEN THE LANDSCAPE
25 CHANGES. I'VE NEVER HEARD OF IT. I'VE NEVER SEEN IT.
26 NO ONE WOULD EVER FILE A SUMMARY JUDGMENT AFTER YOU GET
27 THE JUDGE'S ROADMAP OF WHY YOU LOST. YOU COULD THEN GO
28 BACK AND FIX IT.

1 THIS IS PART OF WHY SUMMARY JUDGMENTS ARE
2 FAVORED BECAUSE IT FORCES THE PARTIES TO PRESENT THE
3 EVIDENCE THEY BELIEVE THEY HAVE AT THE TIME THE SUMMARY
4 JUDGMENT IS FILED. IN THIS CASE, THEY JUST BLEW THE
5 LEGAL THEORY. IT'S NOT THE END OF THE WORLD. THEY
6 STILL HAVE A CASE, ONE CAUSE OF ACTION LEFT. THEY CAN
7 DEAL WITH THAT. THEY HAVE OTHER DEFENDANTS.
8 PROSPECTIVELY, IF SOMEONE EVER DOES THIS TO THEM AGAIN,
9 THEY CAN DO THIS.

10 BUT THE ONE THING THAT WAS MISSING FROM
11 ALL OF MR. SINGER'S ARGUMENTS WAS YOUR TENTATIVE ON
12 C.L.E. WHICH C.L.E. HAS NO DUTY WHATSOEVER TO S.L.P.
13 THEY DON'T HAVE A CONTRACT. THEY DON'T HAVE ANY
14 OBLIGATIONS TO THEM. THEY ARE A COMPETITOR. THEY CAN
15 HIRE WHOEVER THEY WANT.

16 MR. SINGER WAIVED ANY ARGUMENTS TO YOUR
17 TENTATIVE WHICH WAS ACTUALLY THE SHORTEST PART OF YOUR
18 TENTATIVE AND NEVER ADDRESSED A SINGLE THING IN YOUR
19 TENTATIVE AS RELATES TO C.L.E. HE JUST WANTS TO ARGUE
20 ABOUT CONJECTURE, WHAT C.L.E. DID AND DIDN'T DO, THAT
21 HE'S BLAMING MR. LONG AND I FOR GIVING HIM 10,000
22 DOCUMENTS. HE DOESN'T IDENTIFY WHY WE DIDN'T NUMBER
23 THEM, WHY THAT'S PREJUDICIAL. I MEAN FOR 10,000
24 DOCUMENTS, I'M SURPRISED YOU GOT NOTHING THAT SHOWED
25 C.L.E. TOOK ANYTHING.

26 I MEAN THE DOCUMENTS THAT WERE PRODUCED BY
27 MR. BECK DO NOT GO AGAINST C.L.E. THEY'RE NOT ON
28 C.L.E.'S SERVER. WHATEVER MR. BECK DID, HE DID.

1 WHATEVER HE DOWNLOADED, HE DOWNLOADED. THAT DOESN'T
2 MEAN HE WASN'T ALLOWED TO DOWNLOAD THEM. BUT THERE'S
3 NO EVIDENCE IN THIS RECORD FOR THE SUMMARY JUDGMENT
4 THAT SAYS C.L.E. SOMEHOW GOT THESE DOCUMENTS.

5 MR. SINGER TESTIFIED THEY MADE \$600,000
6 BECAUSE THEY WENT THROUGH A PACER SEARCH OR A COURT
7 SEARCH. THERE'S NO EVIDENCE OF THAT. MR. SINGER
8 DIDN'T PROVIDE ANY TESTIMONY.

9 I MEAN I'M JUST POINTING OUT TO THE COURT
10 IN THE DESPERATION TO TRY TO CHANGE THE RULES, WHERE IF
11 YOU KNOW MR. SINGER WAS ON OUR SIDE AND WE WERE ON HIS
12 SIDE, HE'D BE ARGUING THE EXACT SAME THING.

13 I THINK AT SOME POINT, YOU KNOW, EVEN
14 THOUGH WE'RE BOTH OLD DOGS, YOU HAVE TO FOLLOW THE
15 RULES. YOU CANNOT JUST DO WHAT HE'S ASKING TO DO. IT
16 WOULD LITERALLY CREATE AN ABOMINATION OF THE PROCEDURAL
17 RULES.

18 SO IN THIS PARTICULAR CASE, HE JUST SIMPLY
19 LOST ON A LEGAL ISSUE AND IT HAPPENS. IT HURTS. IT
20 HAPPENS TO THE BEST OF US. BUT IN NO WAY DOES HE GETS
21 TO HAVE THREE BITES OF THE APPLE.

22 I WOULD JUST ASK THE COURT TO PLEASE, FOR
23 THE BENEFIT OF MY CLIENTS, STICK TO ITS TENTATIVE AND
24 LET'S RESOLVE THIS CASE.

25 I WOULD ALSO OBJECT THAT I HAVE THE LAST
26 WORD. I'M THE MOVING PARTY. SO UNLESS THERE'S GOING
27 TO BE MORE ARGUMENT, I WOULD SUBMIT.

28 THE COURT: ALL RIGHT. THANK YOU.

1 MR. EAGAN, DID YOU AND MR. LONG GET
2 TOGETHER, I DON'T KNOW IF MR. RICHARDS, AND WORK OUT AN
3 AGREEMENT AS TO SEALING?

4 MR. EAGAN: YOUR HONOR, THANK YOU. WE HAVE
5 NOT WORKED OUT AN AGREEMENT. I HAD INTENDED TO SEND A
6 LETTER SORT OF OUTLINING CONCESSIONS THAT WE'RE
7 PREPARED TO MAKE. IT DIDN'T GO OUT YESTERDAY. THERE
8 WERE SOME MOVING PARTS THAT I HAD TO TAKE INSTRUCTION
9 ON.

10 WE COULD SUBMIT -- I SUPPOSE WE COULD
11 SUBMIT A JOINT BRIEFING TO THE COURT ON THE ISSUE OR I
12 COULD WALK THROUGH THE ISSUES WITH THE COURT PRESENTLY.
13 WE WANT TO MAKE THE BEST USE OF YOUR TIME, YOUR HONOR.

14 MR. RICHARDS: I'M HAPPY TO GET ON A CALL WITH
15 MR. EAGAN, YOUR HONOR, AND GO THROUGH THE LIST. I
16 DON'T THINK WE NEED TO TAKE UP YOUR TIME. I MEAN I
17 DON'T HAVE AN ISSUE WITH DOING THAT NOW. AFTER COURT,
18 I'LL CALL HIM UP.

19 THE COURT: IT MIGHT HAVE TO TAKE UP MY TIME
20 BUT IT MIGHT NOT. I'D LIKE TO SEE IF IT DOESN'T FIRST.
21 THEN IF THERE IS NOT SOME SORT OF AGREEMENT, YOU KNOW,
22 WITH A PROPOSAL SENT TO THE COURT, THEN THE COURT FINDS
23 THE NECESSARY FACTORS WOULD OBVIOUSLY GRANT THAT MOTION
24 TO SEAL.

25 AS I SAID BEFOREHAND, I DO THINK THERE'S
26 QUITE A LOT OF DOCUMENTS THAT WERE SUBMITTED AS PART OF
27 THE PAULI DECLARATION THAT DO NEED TO BE SEALED. I DO
28 CERTAINLY UNDERSTAND THAT.

1 SO WHAT I WOULD SUGGEST -- SORRY. JUST
2 GIVE ME A MOMENT. I SUGGEST THE COURT TRAIL THE EX
3 PARTE APPLICATION -- I THINK IT'S AN EX PARTE
4 APPLICATION TO AMEND THE MOTION FOR SEALING -- MAYBE TO
5 AUGUST 8, IF THAT WORKS FOR EVERYBODY, AND THEN HAVE
6 THE PARTIES PREPARE A JOINT STATEMENT RE SEALING WHERE
7 YOU COULD JUST OUTLINE YOUR POSITION AND HAVE THAT
8 FILED WITH THE COURT AUGUST 2ND, IF THAT WORKS FOR
9 EVERYBODY, OR MAYBE AUGUST 3RD.

10 MR. RICHARDS: THAT'S FINE FOR DEFENDANTS.

11 MR. EAGAN: WE CAN ACCOMMODATE THAT SCHEDULE,
12 YES, YOUR HONOR.

13 THE COURT: WE WILL KEEP IT AUGUST 2 THEN.
14 ALL RIGHT. SO THE COURT WILL DO THAT.

15 I'M GOING TO TAKE THIS MATTER UNDER
16 SUBMISSION. I WILL ALSO OBVIOUSLY BE LOOKING AT THE
17 MOTION FOR LEAVE TO AMEND. I DO SEE IT'S UPLOADED. I
18 JUST HAVEN'T HAD A CHANCE OBVIOUSLY TO LOOK AT IT YET.

19 I'LL SEE EVERYBODY ON AUGUST 8. THANK YOU
20 ONCE AGAIN FOR THE ARGUMENT. I DO APPRECIATE IT. HAVE
21 A GREAT REST OF YOUR WEEK.

22 THANK YOU, MS. COX.

23 (AT 10:39 THE PROCEEDINGS CONCLUDED.)
24
25
26
27
28

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE COUNTY OF LOS ANGELES - WEST DISTRICT
3

4 DEPARTMENT M

HON. MARK A. YOUNG, JUDGE

5 STRATEGIC LEGAL PRACTICES,)
6 A.P.C.,)

7 PLAINTIFF,)

8 VS.)

CASE NO. 21SMCV01472

9 CONSUMER LAW EXPERTS, P.C.,)
10 ET AL.,)

11 DEFENDANTS.)

REPORTER'S CERTIFICATE

12 _____)

13 I, CAROL LYNN COX, CSR NO. 5128, OFFICIAL
14 REPORTER PRO TEMPORE FOR THE SUPERIOR COURT OF THE
15 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DO HEREBY
16 CERTIFY THAT THE FOREGOING REPORTER'S TRANSCRIPT OF
17 PROCEEDINGS, PAGES 1 THROUGH 53, INCLUSIVE, REPORTED
18 BY ME VIA L.A. COURT CONNECT, COMPRISES A TRUE AND
19 CORRECT TRANSCRIPT OF THE PROCEEDINGS SO TAKEN IN THE
20 ABOVE-ENTITLED CAUSE ON JULY 27, 2023.

21 SUBSCRIBED THIS 2ND DAY OF AUGUST, 2023.

22
23
24 

25
26
27 CAROL LYNN COX, CSR NO. 5128
28 OFFICIAL REPORTER PRO TEMPORE

A			
A.M 1:9	ADHERE 7:17	51:2	53:4
A.P.C 1:5,21 2:2,5 54:5	ADVANCE 41:22 42:2	ALLOWS 5:2 31:28	APPLY 28:5
ABETTING 33:20	ADVANCED 6:18	ALPHABETICAL/... 3:6	APPLYING 5:19
34:9 38:9,22 39:11	ADVANTAGE 31:7 44:4,13	AMAZED 46:26	APPRECIATE 53:20
ABILITY 11:19	AFFIRMED 4:14 44:12	AMBIGUITY 34:11	APPROPRIATE 41:11 44:9,19
19:13 20:19	AFFORDED 29:1	AMEND 4:5,7 5:5 8:20 9:27 11:4,27 13:2 15:1 16:25 42:3 49:17,22 53:4,17	APPROXIMATELY 12:9 23:8,20
ABLE 15:7 16:5 28:19 32:2,28 33:6	AFTERNOON 22:18 22:18	AMENDED 5:8 6:20 9:26 10:3,28 11:1,5 11:20 12:15,16,20 12:21,22 14:20,22 14:24 16:18 18:8,19 18:26 22:1,25,28 23:28 29:10,22,25 30:5 34:10 42:4 48:15	AREA 27:25 46:15
ABNORMAL 24:27	AGO 4:8 6:20 11:13 49:9	AMENDING 3:25	ARGUABLY 28:21
ABOMINATION 51:16	AGREE 7:5 12:5 24:8 24:28 47:4,7	AMENDMENT 4:15 10:24	ARGUE 12:5 23:3 50:19
ABOVE-ENTITLED 54:20	AGREED 6:19 7:3	AMOUNT 48:2	ARGUED 9:21
ABSOLUTELY 44:13	AGREEMENT 35:9 35:22,28 37:4,6 38:1 40:15 52:3,5,21	ANALYSIS 8:8 39:12	ARGUING 5:20 28:11 51:12
ABUSE 48:2	AGREEMENTS 35:14 37:3	ANALYZE 47:1	ARGUMENT 3:9,13 7:3,18 9:3,15,17 13:5 15:4,14,24 16:2 27:23,28 29:14 31:20 34:16 38:12 38:20 39:9 41:2,9,10 41:17,20,25 43:5,12 44:21 51:27 53:20
ABUSIVE 6:1	AH-HA 44:17	ANGELES 1:2,19 43:19 54:2,15	ARGUMENTS 3:7 11:15 29:14 33:17 41:21,26 46:9 50:11 50:16
ACCEPTED 10:5	AHEAD 13:21	ANSWER 45:22,23	ARTICLE 36:4
ACCESS 21:19,20,21 21:22,24,28 22:4	AIDING 33:20 34:9 38:8,21 39:11	ANVAR 2:5 10:16 19:9 23:18	ARTICULATE 28:19
ACCESSES 22:10	AL 1:9,2 54:9	ANYMORE 3:18 8:3 48:23	ASKED 34:3,7 45:18
ACCESSING 43:16	ALLEGATION 14:25	ANYWAY 34:28	ASKING 51:15
ACCOMMODATE 53:11	ALLEGATIONS 5:24 10:19 17:3,4 29:26 30:1,16	APART 31:5	ASPECT 34:1
ACKNOWLEDGE 37:9	ALLEGE 10:22 11:27 33:11	APOLOGIES 39:21	ASSERT 12:2 22:27
ACKNOWLEDGED 18:28	ALLEGED 5:28 10:12,22 12:23 14:3 14:6 15:22 16:20 21:18 29:19 31:6 33:25 34:19 35:14 46:23 48:14	APOLOGIZE 11:9 34:22 40:10	ASSERTED 16:19
ACT 47:9	ALLEGEDLY 21:20 46:13	APPEAL 4:15 44:9 44:15	ASSERTION 28:15
ACTION 4:22,26 5:13 14:2 16:20 18:18 42:1,10 46:24 49:18 50:6	ALLEGES 13:19 14:1	APPEAR 15:2 18:26	ASSOCIATE 27:10
ACTIONABLE 15:26 18:6 24:9,11 30:19 33:9	ALLOW 5:3 20:27,27 30:4 31:27	APPEARANCES 1:16,25 2:1 1:6	ASSOCIATED 4:9
ADD 29:21 42:9 49:17	ALLOWED 9:27 30:5 41:17 48:5,6,7	APPEARS 14:14 35:27	ASSOCIATES 2:2,5 47:16
ADDITIONAL 37:21 40:14,15		APPLE 51:21	ASSUME 3:8 32:6,13
ADDRESS 9:19 13:28 30:16 39:15 40:7		APPLICABLE 27:1	ATTACHED 45:20
ADDRESSED 3:5 6:4 7:13 39:18,22 41:26 41:27 50:18		APPLICATION 53:3	ATTACK 5:2 42:20

ATTORNEYS 6:28 6:28 8:5 17:14 19:27 20:18,28 21:1 31:6 36:26 43:11	BEHALF 1:27 2:5,10 2:14,23 3:9	BROUGHT 8:22	6:1 8:2,12,13,13,15 11:10,12 13:17 15:27 16:6 18:13,16 20:4,5 23:16,17,25 26:19,22,24,26,27 26:28 27:1,2,4,6,7,8 27:13,15,16,17,28 28:13 29:5,13 30:11 30:18 33:3 42:5,11 42:11 43:18,25,26 44:1,7,10,14,17,18 45:6,25 47:17 48:8 48:25 49:19 50:4,6 51:18,24 54:7
AUGUST 10:4 53:5,8 53:9,13,19 54:21	BEINGS 48:6	BUNCH 47:9	CASES 3:26 9:9 19:12 20:6 24:14 26:10 27:24 28:7
AUTHORIZED 21:19	BELATEDLY 4:10	BUSINESS 26:11	CAUSE 4:22 14:2 16:20 50:6 54:20
AVAILABLE 6:6,10 8:27 41:3	BELIEVE 10:27 11:18 12:14,21,26 13:8 16:26 18:17,23 21:8,13 23:1 26:22 26:28 29:20 31:8 32:3 33:10,18 37:10 37:21 38:8,21,24,27 39:22 50:3	BUYBACK 8:23,26 9:1 32:21 38:10	CAUSES 4:25 5:12 41:28 42:9 46:24 49:17
AVOID 5:20 6:15,26	BELIEVES 40:5	<hr/> C <hr/>	CELEBRITY 43:20
AWARE 5:22	BENEFIT 23:7 51:23	C.L.E. 2:6,27 3:3,9 8:3 8:14 10:16 11:13,16 12:8,9 17:5,9,10,19 20:3,16,28 22:7 23:6 23:18 24:10 31:8,12 31:14 32:3 33:3,20 33:27 34:4,15,17 35:7,17 36:24,25 37:19 38:9,16,26 39:8 41:14 42:10 45:9 46:17 50:12,12 50:19,20,25,27 51:4	CENTURY 1:19
<hr/> B <hr/>	BENEFITS 23:6	C.L.E.'S 33:5 39:26 50:28	CERTAIN 10:19,22
B 3:12	BENJEMAN 2:14	C.U.T.S.A 3:5 9:7,13 10:14 15:8,21 16:15 16:15 27:18,21,23 29:7,17 34:18 39:12 43:10 44:10 48:13	CERTAINLY 28:11 37:9 41:12 52:28
BACK 28:9 39:1 45:13 46:20 47:14 49:28	BEST 20:21 26:2 51:20 52:13	CABIN 41:19	CERTIFICATE 54:10
BACKGROUND 43:14	BEVERLY 2:4	CAL.APP.4TH 4:20 27:4 43:19,25 47:24	CERTIFY 54:16
BAD 7:11	BIG 6:7	CAL.APP.5TH 3:22 3:23 4:1	CHANCE 53:18
BAKEWELL 3:22	BINDING 44:19	CALIFORNIA 1:1,19 1:23 2:4,7 1:7 4:19 48:7 54:1,15	CHANGE 4:10 7:24 42:8 43:2 51:10
BALLS 42:23	BIRD 45:26	CALL 1:23 15:14,18 52:14,18	CHANGED 38:4 45:3 45:5
BASED 13:5 14:2 26:10 31:23 33:10 33:22 40:26	BIT 1:19	CALLED 26:23 49:2	CHANGES 49:25
BASIC 29:17 41:18 42:5	BITES 51:21	CALLING 15:15 42:23	CHAOS 42:26
BASICALLY 4:27 5:1 6:26 7:18 14:15 24:11 35:17	BLACK 47:20	CAR 38:16	CHARGED 43:15,21
BASIS 15:4 28:17	BLAMING 50:21	CARES 45:9	CHECKED 1:23
BATES 34:26	BLEW 50:4	CAROL 1:27,5 54:13 54:27	CHOICE 46:19
BEACH 1:23	BODY 42:13 48:28 49:5	CAROLINA 2:15	CHRISMAN 43:18
BECK 2:14 9:6 12:9 16:2 17:5,12,19,21 19:6,9 20:15 21:4,18 22:6 23:7,21 25:6,13 31:13 32:4 33:6,19 34:3 37:18 39:10 40:15 42:10 50:27 50:28	BORROW 8:6	CARS 31:23 32:22	CITATION 44:9
BECK'S 3:7 21:21 35:26	BOSS 48:1	CASE 1:7,1,3 3:28 4:1,6,21,24 5:4,22	CITE 26:21 44:8
BEGAN 31:20 36:25	BOTTOM 12:27		CITED 4:6,8,18 6:5
BEGINNING 3:6 35:16	BOULEVARD 1:22		CITY 43:19
	BOX 2:3		CIVIL 3:19 44:5
	BRAND 38:1		CLAIM 14:25 16:5
	BREACH 22:21 30:23 33:16 34:8 38:9,22 40:28		
	BRIAN 4:2		
	BRIEF 3:7 38:20 40:16		
	BRIEFING 52:11		
	BRIEFLY 34:13 40:6		
	BRING 42:25 45:16 45:17		
	BRISBOIS 24:23		

21:18 28:21 29:18 31:13 33:26,28 35:1 37:22 40:28 CLAIMED 27:10 28:8 CLAIMING 15:3,10 27:23 28:10 29:18 CLAIMS 11:12,21 13:9 15:26 16:16 18:18 27:19 30:19 30:23 31:5,21,28 33:18 35:6 38:21 CLARIFICATION 12:23 CLARIFY 13:26 23:27 CLEAR 11:3 13:23 15:1 22:6,22,24 29:26 34:11 CLEARLY 7:12 19:22 22:27 26:28 34:2,8,11 36:24 CLIENT 6:13 7:7 16:4 18:20 25:23,24 31:3,4,10 32:17,24 38:18 45:3 47:8,27 49:14 CLIENTS 5:23,27,27 26:14 32:12 42:17 43:22 47:5,6,9,12,13 47:14 48:10 51:23 CODE 16:21,21 18:5 21:8,15,16 27:5 43:14,21 COGENT 6:25 COGNIZANT 46:3 COLEMAN 2:5 COLLEGIAL 8:7 COMBINATION 8:25 20:25 COME 4:25 23:21 26:10 48:18 COMES 16:5 COMING 19:23 COMMENT 5:7 12:8 COMMENTS 5:28 COMMIT 5:16	COMMON 6:12 24:26,27 44:15 COMMONLY 6:6 COMPANY 36:13,15 43:16 COMPEL 17:20 19:7 19:20 20:5 37:16 45:19 COMPETE 12:12 COMPETITIVE 31:7 COMPETITOR 50:14 COMPILING 9:1 COMPLAIN 4:21 COMPLAINED 44:5 COMPLAINT 3:26 4:5,7,26 5:9,10,12 5:17 6:20 8:20 9:26 9:27 10:3 11:1,1,5 11:20 12:4,6,16,20 12:22,22 13:2 14:11 14:21,23,25 15:1 16:18,24,25 18:8,19 18:27 22:2,25,28 23:28 29:10,23,25 30:5,16 34:11 35:11 44:26 46:10,20 48:15 49:22 COMPLETELY 42:6 42:11 COMPOSITION 44:25 COMPRISES 54:18 COMPUTER 13:25 16:10 21:19,22 22:7 22:11,12,12,14,15 22:15 38:3 39:24 43:16 CONCEDED 18:28 CONCEPT 10:15 21:27 33:24 34:14 42:5 46:7 CONCEPTS 42:16 CONCERN 13:7 39:7 CONCERTED 24:10 CONCESSIONS 52:6	CONCLUDED 53:23 CONDUCT 48:14 CONFERENCE 49:9 CONFIDENTIAL 14:17 15:15,19 17:28 18:1,22,28 20:14 26:1,23 29:12 36:15,21 40:19,22 43:5 46:22 48:12 CONFIDENTIALI... 35:9,13,19 CONFINED 42:1 CONFIRM 11:1,20 32:12 34:12 CONFIRMED 30:1 CONFIRMING 29:11 CONFIRMS 35:5 36:11 CONFLATING 14:10 CONFORM 30:6 CONJECTURE 50:20 CONNECT 13:15 54:18 CONSEQUENCES 6:27 CONSIDER 46:14 CONSIDERED 21:21 CONSUMER 1:8,2 1:12 35:8 54:8 CONTAINED 8:26 CONTEND 10:11 CONTENTION 6:9 CONTINUANCE 6:22 CONTINUE 12:18 CONTINUED 1:25 2:1 CONTRACT 14:13 15:3 22:21 34:15 35:6,21 36:17,20 37:1,18,23 40:13,14 40:21,27,28,28 44:28 46:17 50:13 CONTRACTS 37:21	CONTRACTUAL 35:1 CONTRARY 10:26 CONTROLS 29:17 CONVERTED 8:27 12:11 CONVERTS 28:26 CONVEYED 20:15 20:15 CONVINCE 23:21 COPIES 22:11,13 COPY 20:23 37:12 COPYING 8:8 20:20 CORPORATE 11:14 CORRECT 3:10,15 9:24 13:26 54:19 CORRECTLY 40:12 COUNSEL 1:22 11:7 COUNTLESS 8:28 COUNTRY 20:24 27:3 COUNTY 1:2 54:2,15 COUPLE 8:17 23:9 41:7 COURSE 5:15 43:7 45:23 COURT 1:1,11,13,17 2:1,7,11,16,20,25,28 3:11,15,27 4:6,14,20 5:13,22,25,28 6:11 6:19,21 7:1,1,17 8:11,17 9:7,11,28 10:5,14,18,21 13:11 13:14,15,21 15:11 17:16 18:14,24 19:16,17,17 20:2 21:14 24:15 27:22 28:3,6,14,25 29:6 31:2 37:2,2,3 39:2,4 39:7,20 40:1,4,6,12 41:5 42:6,18,25 43:13,18 44:1,8,15 44:16,19 45:15,21 46:1,26 47:20,26 48:9,19,23 49:14 51:6,9,22,28 52:11 52:12,17,19,22,22
--	--	---	--

53:2,8,13,14 54:1,14 54:18	DEFECTS 6:10 12:23	DEVELOP 38:17	DOCKET 45:25
COURT'S 3:4 15:17 16:2 39:12	DEFEND 7:27	DIFFERENCE 4:24 16:4 26:12	DOCUMENT 19:16 19:21,23,25 20:26 20:26 21:3 32:10 34:21,22 35:4,5,25 35:26 37:26 38:3,4,6 38:13 44:24 45:3,5,6 45:9
COURTS 7:4 30:4	DEFENDANT 5:3 8:2 22:9	DIFFERENT 9:9 25:5,12 26:10,11,13 29:10 30:2 32:26 36:10,13,18 37:4,5 42:20,20 49:5,17	DOCUMENTATI... 22:13
COX 1:27,5,14,15,20 53:22 54:13,27	DEFENDANTS 1:10 1:21 2:2,14,27 3:3,9 4:16 5:2 6:16,17 10:17 11:23 14:26 15:13 19:6 27:23 28:11 30:10 39:8,28 50:7 53:10 54:10	DIFFERENTLY 18:12 49:13	DOCUMENTS 8:6,9 11:8,9,12 12:13 16:3 16:4,7,9 19:15,18,20 22:19 23:17,22 24:2 24:12 25:10,20 27:26 28:1,5,8,21,27 29:5,11 30:12,13 32:8,11,21,24,24 33:1,26 34:2,25 35:20 37:13,15 41:2 44:3,22 45:7,10,14 45:17,20 50:22,24 50:26 51:4 52:26
CREATE 38:3 51:16	DEFENDING 5:24	DIFFICULT 13:14 34:25 38:2	DOGS 51:14
CREATED 19:11,14 19:28 32:18	DEFENSE 15:13	DIRECTION 42:21	DOING 24:3 32:15 42:14,15 52:17
CREATES 27:7	DEFENSES 12:2	DISAGREE 15:24 22:26 26:18	DOLLARS 12:10 32:3,5,19,25
CREATING 32:20	DEFER 12:19	DISCLOSE 36:14	DOOR 39:14 47:14
CRIMINAL 43:13	DEFINES 18:19,25 40:22	DISCLOSED 14:18	DOWNLOAD 51:2
CRITICAL 42:23	DEFINITION 43:16	DISCOURAGEME... 32:2	DOWNLOADED 51:1,1
CROSS-REFERE... 45:26	DEFINITIONAL 29:8	DISCOVERY 6:1 17:22 29:2 33:2,4 44:2,4,5,12	DOWNLOADING 22:19
CSR 1:27,5 54:13,27	DELAY 4:5 11:22,23 30:8	DISCRETION 9:15	DOZENS 7:2
CURE 12:22	DELETE 33:14	DISCUSS 18:12	DRAFT 38:1
	DEMONSTRATIVE 47:10	DISCUSSED 28:3	DRAFTED 4:22 29:9 36:10 37:9
D	DEMURRER 5:8,9 48:27	DISCUSSION 3:7 8:21 18:15	DRAIN 8:14
D 1:17 3:1	DENIAL 4:15	DISGORGEMENT 32:1,5,7	DRASTIC 3:17
DAMAGED 31:5	DENIED 27:25	DISMISS 48:25	DUCKSWORTH 3:21
DAMAGES 12:8 19:13 20:20,27 30:23 31:10,25 32:1	DEPARTMENT 1:3 1:4 23:24 24:7,25 25:19,26,27 26:2,9 26:15,17 35:12,13 54:3	DISPUTE 17:6,8 31:12,26	DUE 48:26
DAN 20:21	DEPARTMENTS 45:15	DISPUTED 19:5	DUMPED 11:7,8
DATA 21:22 22:11	DEPOSITION 11:14 37:14	DISPUTES 44:5	DUTY 10:21 33:16,19 34:8 38:9,22 50:12
DATABASE 46:2	DESIGNEE 11:14	DISTINCT 27:20 28:4 37:25	
DATABASES 46:3	DESIRABLE 3:20	DISTINCTION 21:26 25:22 26:5	
DATE 7:25	DESPERATE 6:15	DISTINCTIONS 26:25	
DATED 36:19	DESPERATION 51:10	DISTINGUISHED 28:17	
DAY 7:26 8:12 54:21	DETAILED 7:6 19:4	DISTRIBUTION 3:21	
DEAL 3:2 6:7 22:3 23:20 50:7	DETERMINING 10:14	DISTRICT 1:2 4:1 7:4 54:2	
DEALING 6:26			
DEALS 27:17			
DEALT 29:6			
DECIDED 25:6,8,13 48:4			
DECISION 9:12 12:17,19 14:6,10 40:17			
DECLARATION 19:5 31:18 52:27			
DEFEAT 12:2			
DEFECT 6:4 16:12 38:10			

E	ESTABLISHED 10:27 11:2	EXPERTS 1:8,2,12 54:8	17:20,20,22 20:6,22 25:25 30:11 36:26 45:25,28 46:4,10 50:4 53:8
E 3:1,12	ESTABLISHES 30:2	EXPOSURE 43:11	FILES 16:6 17:19 18:20 22:8 27:20 31:3 40:18
E-COURT 20:4	ET 1:9,2 54:9	EXTENT 29:25	FILING 19:7 20:4 31:22 49:8,10
EAGAN 1:18,25,26 1:27 52:1,4,15 53:11	EVENT 12:14 23:1 24:27 27:14	EXTERNAL 22:14	FINAL 9:12
EARLIER 31:20	EVERYBODY 1:13 45:14 53:5,9,19	EXTRINSIC 7:20	FINALLY 9:14
EARLY 10:5	EVIDENCE 6:9 10:28 11:2,19,20 12:7 24:8 30:1,6,18 37:10 38:8 45:6 47:22 50:3 51:3,7	F	FIND 16:19,27 20:12 20:23 38:16 49:19
EARNINGS 33:5	EX 42:2 53:2,3	FACT 5:26 11:21 14:22 18:5 22:21 25:9 27:22,27 29:4 36:5 47:17,23,28	FINDING 20:13
EASIER 30:27	EX-LAWYER 27:9	FACTS 4:11 5:13 6:3 10:13 12:7 13:1 14:3 17:7 27:1 34:19 37:22 43:7 44:14,16 44:18 46:21,23 48:10	FINDS 52:22
EASILY 32:11 34:26	EX-S.L.P 36:26	FACTUAL 6:12 28:12	FINE 53:10
EAST 1:19	EXACT 51:12	FAIL 28:23	FINE-TUNING 19:15
EASY 37:27 38:7	EXACTLY 22:16 38:5 43:2	FAILED 27:26	FINEST 7:4
EFFORT 24:10	EXAMPLE 10:18,20 16:21	FAIR 47:1	FIRM 7:26 8:14 12:11,11,12 17:21 19:10,12 23:22 24:5 24:6,18,19,20,26 25:2,7,7,17 26:5,10 26:16 27:9,11,19,20 32:14,17 36:26 37:28 41:16 43:26 44:3 47:2,27 48:3
EIGHT 23:23	EXCELLENT 23:12 26:28	FAIRNESS 42:6	FIRM'S 24:11
EL 2:7	EXCITED 43:13	FALL 15:20	FIRMS 26:5 27:3 37:8 45:16 48:5,6
ELEAZAR 2:15	EXCUSE 11:5 30:27 33:27	FALLACY 6:15	FIRST 8:12,19 10:10 12:1 13:4,10 24:6 35:28 36:9,12,24 52:20
ELEMENT 32:1	EXEMPTION 43:15	FARM 47:23	FIVE 4:11
ELLIS 18:12,16 21:12 26:22,26,27 27:6,8 30:27,28	EXHIBIT 11:16 33:20 34:21,28 35:8 38:11 44:28	FAVORED 50:2	FIX 49:28
EMPLOYED 21:20	EXIST 14:27	FEDERAL 21:24	FLATTER 12:26
EMPLOYEE 16:5 17:10 35:9	EXISTED 30:20	FEEL 9:16	FOCUS 41:13
EMPLOYEES 27:26 33:13 35:10,12,18 36:28 37:13 48:1,2,4	EXISTENCE 17:23	FEES 17:14 19:14 20:18,28 21:1 43:11	FOCUSED 39:8
EMPLOYER 36:18 45:7	EXISTING 22:13	FELT 9:10	FOLLOW 14:5,5 51:14
EMPLOYERS 27:25 36:23	EXISTS 11:21 12:7 14:5 17:25 21:11 34:12	FIDUCIARY 38:9	FONT 36:5,6,6,13,18 37:4,5,27 38:2,4 45:1
EMPLOYMENT 24:19,24,25 26:16 36:15 43:15	EXPENSE 4:9	FIELD 26:12,12	FORCE 32:23
ENCOURAGE 48:22	EXPENSIVE 46:2	FIFTH 35:24,26	FORCES 50:2
ENDED 24:23	EXPERIENCE 24:16	FIGURE 38:15	
ENJOINED 43:27	EXPERIENCED 44:20	FIGURED 37:27	
ENTIRE 7:14 24:18 24:25 41:12	EXPERIENCES 24:17	FILE 6:8,21 9:26 10:1 10:2,7,28 12:16,20 12:21 18:7 19:8 25:23 31:21,24 41:24 42:28 45:21 49:26	
ENTIRELY 5:17	EXPERT 32:12 33:21 34:2,3	FILED 10:2,5,9,26 11:4,25 16:11 17:12	
ENTITLED 6:17	EXPERT'S 35:9		
EQUIVALENT 18:23			
ERIC 2:14			
ERROR 14:4			
ESQ 1:17,18,18,21 2:3,6			
ESTABLISH 29:5 30:18			

FOREGOING 54:16	GOING 1:11,22 5:16 11:16 12:26 13:18 15:11,26 17:23 18:10 20:23 23:2 24:19 25:6,7,16 30:21,26 32:22 33:4 33:17 36:12 37:1 38:14,14,16,23 39:16 41:12 42:8,28 44:1 49:20,21 51:26 53:15	43:13 HEARD 3:12 8:19 12:16 24:5,18 44:27 49:25 HEARING 3:16,25 6:7 8:21 9:8 10:1,3 10:25 12:18 14:8 15:27 30:13 35:3 39:22 HELPFUL 40:6 HEMORRHAGE 7:26 HERETOFORE 1:6 HESITATE 1:21 HIDE 41:28 HIGH-PAYING 47:13 HIGHLY 3:20 HILLS 2:4 HIP 9:18 HIRE 23:23 48:5 50:15 HIRED 36:2 37:20 47:27 HOFFSTADT 4:2 HOLD 13:11 39:7 HON 1:3,4 54:3 HONESTLY 41:24 HONOR 1:16,26 2:3 2:9,13,18,22 3:10 8:1 9:20 10:9 11:4 11:28 12:14,17,25 13:6,6,12 14:12,24 15:23 18:13,24 19:2 19:18,19 21:12,23 22:23,26 23:26 26:7 26:18 29:4,14 31:9 31:18 33:10,18 34:22 36:27 38:24 39:5,21 41:4,8 45:25 46:26 48:25 52:4,13 52:15 53:12 HOPEFULLY 8:15 HOT 16:12 31:15,23 32:21 HOUR 39:16,17 41:12	HOURS 7:2 8:28 9:1 32:19 38:15 46:8 HUMAN 48:5 HUNDREDS 8:28 32:4,4,18,19,19,25 38:15 HUNT 47:5 HURLEY 47:23 HURT 7:12 HURTS 51:19 HUTZPAH 48:18
	GOOD 1:13,14,16,26 2:1,3,7,9,11,13,16 2:18,20,21,22 9:16 23:11 34:3 42:18,19		I
	GOTTEN 33:2 GRANT 52:23 GRANTED 6:22 GRASPING 44:27 46:8 GREAT 45:14,21 53:21 GROUNDED 28:16 GROUP 24:19,20,22 24:24 32:14 GROUPS 24:18 25:1 25:2 GUARANTEE 33:3		IDENTICAL 17:11 35:23 36:7 37:7 IDENTIFY 1:18,24 50:22 IDENTITY 16:28 IGNORE 44:4 IGNORING 47:28 IMAGINE 23:8 33:7 42:26 IMMEDIATELY 34:7 IMMIGRATION 32:15 IMPERFECTLY 4:22 IMPLICATE 28:22 IMPORTANT 4:12 4:27 9:10 14:11 17:9 17:18 19:2,3,11 25:3 27:17 30:24 34:20 40:23 41:14 45:10 IMPRESSED 46:27 IMPROPER 41:20 47:9 INAPPROPRIATE 5:18 46:6 INAPPROPRIATE... 5:11 INCLINED 37:3 INCLUDE 4:9,23 INCLUDES 40:23,24 INCLUDING 30:12 INCLUSIVE 54:17 INCOME 33:5
G	H		
G 25:13 GAIN 31:7 GAME 49:2 GARZA 2:15 35:14 37:20 38:23 GENERAL 3:28 29:1 39:10 GENERALLY 40:25 GENERATED 23:10 GEOFFREY 1:21,21 2:12,13 GERSHMAN 4:2 GIVE 27:11 39:23 43:18 53:2 GIVEN 3:16 GIVES 20:19 45:28 GIVING 50:21 GO 1:19,22 7:15 13:21 20:3,4,11,20 21:3 23:3,22 24:4 30:3,21 31:23 36:8 49:27 50:27 52:7,15 GOALPOST 7:24 GOES 19:7	H 3:12 36:1,8,9,11 37:2,4,10 38:4 HALF 24:21 HANDLING 3:8 HAPPEN 25:18 49:21 HAPPENED 22:6,16 25:4,11,17 26:19 29:4 HAPPENS 24:28 51:19,20 HAPPY 52:14 HARRY 36:2 HATED 48:1 HAWTHORNE 3:23 HEAD 24:7 25:26 35:13 HEAR 8:18 40:4		

INCORRECT 21:13 31:9	INTERNAL 22:14	47:20,26 48:9,26	KNOWINGLY 22:9 22:10
INCORRECTLY 18:17	INTERNET 47:5	49:6,8,10,12,26 50:4	KNOWLEDGE 6:13 23:4 45:17
INDEPENDENT 13:1 21:27 22:20,21 31:26 34:18	INTERPRETATION 18:25	JUDGMENTS 3:17 3:18 6:21 7:7 42:13 48:21 50:1	KNOWN 4:11 20:14 40:25
INDEX 3:6	INTERRUPT 1:21	JUDICIAL 17:15	KNOWS 19:24 25:9 43:14 44:20
INDICATED 9:24	INTERSECTION 4:28	JULY 1:14 3:2 1:8 54:20	<hr/> L <hr/>
INDIVIDUAL 2:27	INVOKES 46:10	JUSTICE 48:17	L.A 54:18
INDIVIDUALLY 30:10	INVOLVE 27:13	JUSTIFICATION 28:16	L.A.P.D 43:20
INFORMATION 6:5 6:6,10,13 15:16,18 15:19,21 18:22 20:14 21:2,4 26:1,24 27:12,13 31:6,7,17 36:16 38:14 40:18 40:23,24 41:1 46:23 48:13	INVOLVED 27:7,15	JUSTIFY 20:18	LABOR 16:21 27:5
INJUNCTION 43:26 44:11	INVOLVES 23:17	JUSTIFYING 28:20	LANDSCAPE 49:24
INK 45:2	INVOLVING 2:27 28:7	JUSTIN 2:8	LANGUAGE 14:13 14:15 15:2 35:22 40:27
INSTITUTIONAL 45:17	IRELL 24:21	<hr/> K <hr/>	LARGE 48:28
INSTRUCTED 37:14	IRONIC 8:1	KEEP 22:7 33:3 36:21 53:13	LATE 10:1
INSTRUCTION 52:8	IRRELEVANT 21:28	KEEPS 43:4 49:4,11	LAVELY 1:17,27
INTAKE 23:23 24:7 25:19,26,27 26:2,14 26:17 32:23 35:12	ISSUE 3:5 5:10,15 6:27 7:13 8:10 11:25 14:9 15:1 17:24 20:9 21:24 22:3 23:12 24:13 25:4,27 26:21 27:8,15,18,18 28:12 29:6,7,24 30:8,14,23 31:25 32:5,6 33:16 34:14,16 36:10 37:17,17 44:10,10 46:18 49:3 51:19 52:11,17	KELSEY 1:18 2:17 2:18	LAW 1:8,21 2:2 1:2 1:12 2:4 3:4,18 5:19 7:26 8:8,14 16:13 18:4 19:12,12 24:5,6 24:19,24,25,26 25:7 25:7 26:4,5,6,9,11 26:12,16 27:9,11,19 27:20 28:4 30:17 31:28 32:13,15,16 32:16 33:11 35:8,15 35:17 37:8 41:16 42:13 43:13,26 44:3 44:15 45:16 47:2,20 47:27 48:5,28 49:5,6 54:8
INTAKE/MARKE... 26:9	ISSUES 3:12 7:16 21:7 23:17 44:16 52:12	KEPT 14:17 21:5,6 22:18	LAWSUIT 24:1 25:23,25 44:13
INTEGRAL 3:19	ITEMS 36:22	KEY 10:13 11:11 14:4,19 21:6 25:26 30:12	LAWSUITS 31:21,24
INTELLECTUAL 24:20,21	<hr/> J <hr/>	KIM 2:15 25:13 38:22 38:25 40:14,15,22 40:27	LAWYER 19:7,24 20:22,23 23:11,12
INTENDED 52:5	J 1:18	KIM'S 40:13	LAWYER'S 8:8
INTENT 9:21	JOIN 24:9	KIND 2:28 3:3 7:15 24:22	LAWYERS 20:16,21 20:24 23:23 24:3,4 25:1,2,24 26:16 31:15 32:14 35:12 36:3 45:15 47:3
INTENTIONAL 37:22	JOINED 17:21 19:10	KNEW 20:17 21:4 25:20 26:1 30:17 31:22 34:3,4 36:11 36:24 37:11,19,24	
INTERDICTS 28:26	JOINT 52:11 53:6	KNOW 7:11 9:5 10:19 19:8,9 20:11 20:21,24,24 24:2 25:6,13 27:2,10 31:3 32:17,26 33:12 34:5 34:5,17 36:10 37:8 38:11 42:8,18 43:12 45:12 47:12 48:19 51:11,13 52:2,21	
INTEREST 28:4,15 28:16,18,22,24	JUDGE 1:3,4 4:2,2 7:8 42:28 54:3	KNOWING 20:25,26	
INTERFERENCE 34:14 35:1,6,21 37:18,22	JUDGE'S 49:27		
INTERFERING 46:17	JUDGMENT 2:26 3:20 4:14,17,28 5:4 5:19,20 7:10,21,22 7:25 9:28 11:15 12:3 30:3 39:26 41:14,16 41:18 42:1,22,27		

LAY 17:2 28:21	47:26 48:17,21	MADISON 27:2,16	33:26
LEAD 5:14 19:16,17	51:16	MAGICALLY 48:4	MISAPPROPRIA...
19:19 46:20	LITIGANT 28:25,26	MAIN 29:13	14:26 15:22
LEAVE 9:14,25,26	49:14	MAJOR 24:20	MISAPPROPRIA...
10:2 11:4,27 12:15	LITIGANTS 48:23	MAJORITY 39:12	5:14 10:20 12:13
12:20,21 18:7 25:1	LITIGATION 23:19	MAKING 23:8	14:3 17:15 33:14,15
35:20 45:15 47:3,16	28:28 46:19	MALPRACTICE	33:23,24,25,28 34:1
48:4,6 53:17	LITTLE 1:19	5:16	46:22 48:12
LEAVING 24:18	LLP 2:5	MANELLA 24:21	MISCARRIAGE
LEEKER 1:18 2:17	LONG 1:21,21 2:12	MANHATTAN 1:23	48:16
2:18,19	2:13,14,16 7:13 17:6	MARCH 11:6	MISCELLANEOUS
LEFT 6:8 8:3 12:10	34:24 38:18 39:15	MARK 1:3,4 54:3	36:4
22:17 24:8,22,22,25	40:6 42:14 50:21	MARKED 40:19	MISCONSTRUING
48:3 50:6	52:1	MARKETING 23:24	13:1
LEGAL 1:5,1,12,27	LOOK 9:5 12:7 20:20	25:19 26:15,17	MISPLACED 28:8
2:19,23 4:10 6:14,25	26:6 34:21 35:28	MARKETPLACE	MISSES 5:9
8:8 19:14 28:28 43:2	36:3,4,5,6,6,11 37:2	8:5	MISSING 50:10
50:5 51:19 54:5	37:3 38:11,13 46:20	MARTIN 1:17 2:21	MISSTATEMENTS
LEGION 27:24	53:18	2:22	12:28
LEGISLATURE	LOOKED 25:22	MASSIVE 6:26	MISSTATES 13:8
46:15	LOOKING 5:12 8:8	MATERIAL 5:26 6:3	MISTAKE 38:28
LEMON 19:12 24:6	11:26 39:23 53:16	6:12 14:16 17:5	40:5
26:11,12 32:16,16	LOOKS 38:2	MATERIALS 36:22	MISTAKEN 10:7
35:15,17	LOREN 2:15	36:23	MODEL 23:19
LET'S 7:18 20:12	LOS 1:2,19 43:19	MATTER 53:15	MOMENT 53:2
23:16,19 24:1,2,3	54:2,15	MEAN 3:1 7:5 8:5	MONETARY 8:10
25:16 32:6,13 37:27	LOSE 42:27 45:2	15:8,12 24:22,26	43:28
40:7 42:19 43:1 47:1	47:8 48:17,24 49:15	37:25 41:24 42:5	MONEY 5:23 7:28
48:19 51:24	LOSS 47:10	45:12 46:1,12 50:23	17:17 32:23
LETTER 47:20 52:6	LOST 7:6,11 25:24	50:26 51:2,9 52:16	MONICA 1:7
LETTER-WRITING	47:8,12 49:12,27	MEANS 28:20	MONTHS 6:23,23,23
12:11	51:19	MELICAN 4:19	7:24 30:11 49:9
LETTERS 19:19	LOT 5:23 32:23 42:18	MEMO 6:8	MORNING 1:9,13,14
LEVEL 27:27 28:1	42:19 45:12 46:9	MENTION 26:27	1:16,26 2:1,3,7,9,11
LEWIS 24:23	52:26	MENTIONED 16:22	2:13,16,18,20,21,22
LIGHTER 45:1	LOVE 23:18	MENTIONING	10:6,6 49:20
LIMITED 40:24 41:1	LOW-LEVEL 35:12	33:12	MOTION 4:14,17,28
LINE 12:27 13:15	LOYALTY 10:21	MERIT 47:7	9:28 10:2,4,7,9 11:4
LINES 13:10	33:16,19 34:9 38:22	MICHAEL 2:10	11:25,25 12:15,19
LIST 8:24,26 9:1	LU 4:2	MIDDLE 43:1	12:21 13:3 17:20
16:12 31:16,23	LYNN 1:27,5 54:13	MILLIONS 32:3	19:7,8,18,20 20:12
32:21 38:11,18	54:27	MIND 1:24 9:16	20:13,22 29:10
52:15		MINUTE 11:17 39:2	30:11,15 35:25
LISTED 40:22	M	MINUTES 39:17,23	37:15 42:3,28 45:28
LISTENING 46:8	M 1:3,4 54:3	39:24 40:11	47:20 48:26 52:23
LITERALLY 6:11	MACKPRANG 2:6,8	MIS-CITES 43:24	53:4,17
17:5 19:9 30:13 35:2	2:9,10,11	MISAPPROPRIATE	MOTIONS 2:26 7:16

10:26 17:13,22 20:5 21:2 32:20 36:27 45:19 MOUTH 47:7 MOVE 26:21 39:20 42:20 MOVING 4:16 5:6 7:22 29:27,28 41:17 42:12 47:13 51:26 52:8 MULTI-MILLIONS 12:10 MULTI-PAGE 34:22 MYRIAD 5:24	NON 36:26 47:2 NON-EX 17:9 19:27 31:14 NON-PUBLIC 15:18 15:25 16:12 19:18 27:12,13 40:18 41:1 NONSENSE 38:13 NONSTOP 22:19 NORMAL 1:19 NOTE 17:18 NOTED 1:6 NOTES 9:16 NOTICE 17:16 NOTICED 21:18 NOTIFIED 49:20 NOTWITHSTAND... 10:9 NUCLEUS 5:13 14:2 43:7 46:21,23 NUMBER 1:3,11 25:3 34:25,26,27 50:22 NUMBERS 13:25	OH 5:17 13:14 21:9 23:3 OKAY 16:8 41:5 OLD 51:14 OMISSION 6:16 ONCE 1:14 6:24 14:25 47:21 53:20 ONES 7:11 ONLINE 6:10 8:9 20:11 23:2 OPEN 32:16 39:14 OPERATE 38:5 OPERATES 37:28 OPINION 4:8,13,18 6:14 7:9 10:12 11:23 14:4 35:5 41:11 OPINIONS 44:15 OPPORTUNITY 12:1 OPPOSING 4:9 5:4 OPPOSITION 7:14 10:25 11:15 19:4 41:23 48:26 ORAL 7:3 31:20 ORDER 16:27 ORIGINAL 4:6 OUTLINE 53:7 OUTLINING 52:6 OUTSIDE 28:28 41:21 OWNERSHIP 28:17	PAIN-INVOKING 46:9 PAPERS 7:15,19 11:24,28 17:8 30:15 41:17 PARAGRAPH 13:7,9 14:10,11,13,14,19 14:20,21 15:10 18:11 21:11,11 26:24 30:27,28 31:1 31:2 36:1,8,9,11 37:2,4,10 38:4 PARAGRAPHS 14:15 PARK 1:19 PART 2:26 3:19 9:2 37:15 43:23 50:1,17 52:26 PARTE 42:2 53:3,3 PARTICULAR 4:4 4:21 51:18 PARTICULARLY 4:12 PARTIES 30:4 34:15 50:2 53:6 PARTNER 27:10 37:19 PARTNERS 25:16 47:16 PARTS 3:1 52:8 PARTY 5:3,20 30:2 35:7 51:26 PATS 45:13 PAULI 19:5 52:27 PAUL'S 31:18 PAYAM 48:1 PAYTON 3:28 PENAL 16:21 18:5 21:8,15,16 43:14,21 PENALTIES 19:13 PENDING 13:3 48:26 PENNED 4:2 PEOPLE 23:23 24:2 24:9,23 25:26 26:2 47:27 48:6,7 PERCENT 17:1 PERMISSION 22:10
N	O	P	
N 1:22 2:3 3:1 NAME 1:1,23 45:24 45:27 NAMES 43:21 NATURE 6:1 15:21 NECESSARILY 27:12 NECESSARY 16:25 16:26,26 22:22 29:9 29:21 52:23 NEED 5:9 9:16 15:6 17:26 22:27 23:27 33:11 38:6 39:15 40:6,17 41:22 52:16 52:27 NEEDED 34:6 NEFARIOUS 45:4 NETWORK 22:12,15 NEVADA 2:6 NEVER 6:4 8:12,13 14:21 17:11,19,21 36:14 37:25 47:27 49:15,25,25 50:18 NEW 13:5 37:27 38:1 41:19 42:16 44:21 49:23 NEXT-TO-THE 21:10 NEXT-TO-THE-L... 18:11 36:1 NIGHT 10:2 43:1	OOO- 1:10 OBJECT 39:25 49:23 51:25 OBJECTION 40:2 47:21,22 OBLIGATION 37:24 41:15 OBLIGATIONS 35:18,23 50:14 OBTAINED 33:7 OBTAINS 27:20 OBVIOUSLY 1:19 3:2 7:2 9:18 35:3 39:9,11 45:4 52:23 53:16,18 OCCUR 47:15 OFFICE 5:17 16:6,9 22:17 47:16 OFFICER 43:20 OFFICES 1:21 2:2,4 OFFICIAL 1:28 54:13,28	P.C 1:8,17 54:8 P.M 22:19 P.O 2:3 PACER 45:24 51:6 PAGE 1:25 3:2,22 13:7,22,25 18:9 21:8 21:10 30:25 31:2 34:26 35:24,24,26 36:1,3,21 38:28 39:1 39:3 40:12,16,20,22 43:19 47:24 PAGES 13:15 36:7 46:28 54:17 PAID 12:9	

22:17,20 PERRY 3:22 PERSONAL 28:22 46:18 PETROCELLI 20:21 PHYSICALLY 16:6 PICK 20:5,21,21,23 PICKPOCKET'S 28:18 PILLSBURY 27:2,16 43:25,26 PLACES 8:4 PLAINTIFF 1:6,17 2:19,23 4:25 5:5 6:18 21:18,20 31:5 46:7 54:6 PLAINTIFF'S 4:10 19:12 21:22 PLAY 48:22 PLEAD 4:26 5:1,3 43:10,10 PLEADING 5:8 6:27 42:4 PLEADINGS 5:1,2,5 5:21 6:16,18 7:12 11:26 17:1,12 41:19 41:21 PLEASE 1:21 51:22 POINT 1:20 3:24 6:2 8:22,24 9:4,23 11:18 14:20 15:17,26 17:24 18:10 19:26 20:12 21:7,23 24:13 24:16,24 26:20 27:5 28:9 29:8,28 30:10 30:24,26 31:17 40:14 41:17 51:13 POINTED 3:6 4:20 5:14,25 9:25 10:18 14:8 15:6,13 16:1,17 19:4 21:8 25:27 26:25 28:14,15 31:11,18 32:9 34:10 34:26 45:15 POINTING 38:25 51:9 POINTS 8:17 27:19	29:13 31:2 42:18,19 PORTIONS 16:23 POSITION 29:16 53:7 POSSIBLY 20:11 49:22 POSTS 42:7 POTENTIAL 22:25 28:26 38:27 POTENTIALLY 3:25 20:8 27:14 PRACTICE 24:18 26:13 32:27 PRACTICES 1:5,1 1:12,28 2:19,24 26:6 54:5 PRACTICING 26:6,8 PREDICATE 6:12 PREEMPT 16:16 46:11 PREEMPTED 5:18 21:17 43:8 46:16,18 48:13 PREEMPTION 3:5 5:10 9:7,13 10:14 15:8 27:18 PREEMPTIVE 6:12 PREJUDICE 4:8 11:23 30:8 PREJUDICIAL 50:23 PRELIMINARILY 3:16 PRELIMINARY 3:12 PREPARE 53:6 PREPARED 52:7 PRESENT 19:16 50:2 PRESENTED 44:16 PRESENTLY 52:12 PRESERVING 28:24 PREVAIL 31:27 PREVIOUS 36:17 PRIMARILY 17:4 PRINCIPLES 41:18 PRINTED 13:16,17 PRINTERS 45:2	PRINTOUT 31:1 PRIOR 17:18 40:9 45:7 PRIVACY 28:22 PRIVATE 21:16 28:24 PRO 1:28 54:14,28 PROBABLY 39:15 39:17 PROBLEM 17:27 PROCEDURAL 51:16 PROCEDURE 3:19 PROCEEDINGS 1:13 53:23 54:17,19 PROCESS 3:20 28:28 PRODUCE 11:11 44:2,3 PRODUCED 11:9 30:12 34:23 35:2 50:26 PRODUCT 18:20 20:7 27:9,11,14 31:14 PRODUCTIONS 45:20 PROFESSION 8:7 PROPENSITY 34:24 PROPER 16:20 19:24 PROPERLY 10:12 29:19 PROPERTY 10:15 16:14,27 17:25,28 18:1,2 19:28 22:23 22:24 24:20,22 25:3 26:22 27:7,8,15 28:24 29:6,20 30:20 31:4,11,12 33:8 43:27 44:11 PROPOSAL 52:22 PROPOSED 22:28 29:9,22 PROPOSES 28:20 PROPOSITION 44:8 PROPRIETARY 14:17 15:15,19 17:27 18:2,22,27	20:14 21:4 23:26 26:23 29:11 36:16 40:19 43:5 46:14,22 48:12 PROSPECTIVELY 50:8 PROTECTED 16:28 29:3 PROTECTION 16:3 16:13,14 PROTECTIONS 29:1 PROTECTS 28:4 PROVE 17:26 32:2 32:28 40:17 PROVIDE 37:15 51:8 PROVIDED 6:25 PROVISIONS 36:5 PUBLIC 16:3,4 18:3 19:22 32:9 40:25 41:3 PUBLICLY 8:27 16:11 PUBLISHER 44:23 PULLED 3:26 45:20 46:28 PULLING 43:20 PURLOINED 29:5 PURLOINS 28:27 PURPOSE 10:24,25 29:26 45:4 47:19 PURSE 28:18 PURSUANT 10:20 33:13,14,23 PURSUE 31:27 PURSUIT 28:27 PUT 3:27 6:27 9:10 11:14 18:16 22:1 31:17 36:12,18 37:5 49:23
		Q	
		QUA 47:2 QUADRUPLE 33:6 QUADRUPLES 23:13 QUALIFY 15:5	

QUESTION 45:21	21:9,16 30:26 39:6	REQUESTING 9:26 14:23	RISK 29:2
QUICK 24:15 46:5	REFERENCES 13:27 29:21	REQUESTS 3:25,26 19:25	ROADMAP 49:27
QUICKLY 30:21	REFERENCING 43:23	REQUIRE 4:16 35:10 35:17	ROADS 46:20
QUITE 26:8 52:26	REFERRED 18:16 26:26 27:6 31:19	REQUIRES 35:18	ROMAN 36:4
QUOTE 14:15 16:14 27:24 28:10 36:16	REFERS 40:13	REREAD 14:22	RONALD 2:2,3,2,4,4
QUOTES 40:13	REGARDING 8:23	RESEARCH 21:27	RULE 43:1 48:19
<hr/> R <hr/>	REGENTS 4:19	RESERVATION 49:8	RULES 3:19 9:28 51:10,15,17
RAID 23:22	REGULAR 26:9	RESIDING 22:14	RULING 12:28 13:27 16:2 21:13 38:28
RAIDING 23:15	REGURGITATE 7:14	RESNICK 2:10	RUN 45:24,27 46:5
RAISE 11:24 30:14 34:16 40:10	RELATE 11:12	RESOLVE 51:24	<hr/> S <hr/>
RAISED 12:1 15:24 18:7 30:15,22 34:16	RELATED 36:22	RESOURCES 5:24	S 1:18,21 3:12
READ 22:5 24:17 29:15	RELATES 31:4 50:19	RESPECT 3:3,15 6:1 9:6,13 44:21	S.A.C 13:18 14:1
READILY 6:10 28:17	RELATIONS 35:1,7	RESPECTFULLY 15:23 41:10 43:24 44:28 49:4	S.L.P 10:15 12:12 17:11 19:27 20:4,6 20:12,13 23:6,10,16 23:18 25:15 31:15 32:10 33:27 35:10 35:18 36:3 37:8,13 44:23 50:12
READING 12:3,6	RELEVANT 27:1	RESPECTS 35:5	SALARY 23:9,13
READY 30:3	RELIANCE 28:7	RESPOND 12:1	SALES 32:23
REAL 24:15	RELIED 10:13 27:23 42:14	RESPONSE 41:20	SANCTIONED 11:7
REALIZE 13:24	RELIEF 27:25	REST 14:5 46:12 53:21	SANTA 1:7
REALLY 6:14,24 7:15 41:11 47:11	RELY 6:17 26:9 35:4	RESULT 17:14 21:2	SANTOS 2:15 25:28 35:14 37:20 38:23
REARGUE 33:17 41:11	REMEDY 3:17 21:17 43:9	RETYPE 37:26	SAVE 3:13
REARGUING 39:27	REMEMBERED 25:21	REVISED 41:28	SAW 5:15 7:13 25:25
REASON 13:2 14:9 19:3 28:23 37:5 38:25	REMIND 6:19	RICHARDS 2:2,3,2,3 2:4,4,7 3:8,10,14 8:23 9:24 10:10,27 12:27 15:5 17:6 23:3 24:4 26:7 29:27 30:9 34:23 38:12,26 39:25 40:1,3 41:6,7 52:2,14 53:10	SAYING 10:27 11:26 12:18 16:8,10 23:11 30:17 32:15 33:12 40:26 43:5 44:22 45:2
REASONS 12:25 14:28 16:19,24 22:25 23:27	REMOVES 16:6	RIGHT 1:11 2:25 3:11 10:28 13:21,22 16:27 17:24 18:3,6 19:14,23 20:1 21:10 22:23,24 24:21 27:7 29:6,20 30:20 31:27 35:19 40:3 51:28 53:14	SAWS 5:15 7:13 25:25
REBUTTAL 3:13 41:13	REPEAT 9:17,21 41:10	REPLY 11:24,28 17:8 30:14	SAYS 14:1,16 15:5 18:5,25 22:5 36:13 36:20 40:17,20 42:12 45:6,8 51:4
RECALL 40:8	REPLY 11:24,28 17:8 30:14	REPORT 33:21 34:2 34:3	SCHECTMAN 27:3 43:27
RECEIVED 21:1	REPORTED 1:27 54:17	REPORTER 1:28,5 1:14,16 54:14,28	SCHECTMAN'S 28:6,15
RECORD 3:27 6:2 7:20 9:9 39:26 42:1 44:23 45:8 48:9 49:23,24 51:3	REMOVES 16:6	REPORTER'S 1:13 54:10,16	SCHEDULE 53:11
RECORDS 17:16	REPEAT 9:17,21 41:10	REPRESENT 6:28 14:24	SCHEDULED 10:3 37:16
RECRUIT 24:7	REPORT 33:21 34:2 34:3	REPUTATION 47:7	SCOPE 43:14
REDO 4:27	REPORTED 1:27 54:17	REQUEST 8:20 19:21,24 49:21	
REFER 15:27 17:2 30:28 31:19	REPORTER 1:28,5 1:14,16 54:14,28	REQUESTED 37:12	
REFERENCE 14:12	REPORTER'S 1:13 54:10,16		

SCRAMBLE 6:26	SERVER 50:28	41:9,16 47:14 50:11	STATEMENTS 17:7
SCRIPT 38:10	SERVING 19:22	SINGLE 6:13 8:2	46:28
SE 30:4	SESSION 1:9	50:18	STATES 10:21 18:18
SEAL 52:24	SEVEN 6:5	SITUATION 25:5,12	18:19 22:9
SEALED 52:27	SHAHIAN 25:15	49:15	STATUS 3:4 49:9
SEALING 52:3 53:4	SHAPNA 33:19	SIX 6:5	STATUTE 16:28
53:6	SHARE 8:6	SLIPS 43:6	21:25,25 22:27
SEAN 19:5	SHARMA 33:19	SLOWER 1:19	46:16
SEARCH 46:5 51:6,7	SHIP 42:20	SLOWLY 22:5	STATUTES 10:22,23
SECOND 2:26 4:1	SHOOT 4:16	SOCIETY'S 28:23	16:22,23 17:2 33:12
6:20 8:22 11:5 13:7	SHORTEST 50:17	SOLD 44:22	STATUTORY 21:17
13:9 14:20,22,24	SHOW 11:21 22:23	SOLELY 28:16	29:21
16:18 18:19,26 39:4	30:19 32:22 35:21	SOLICITED 25:28	STEAL 25:2
48:15	SHOWED 50:24	33:13	STEALING 17:19
SECONDS 45:23	SHOWS 37:5	SOLICITING 24:9	46:13
SECRET 8:28 27:24	SIDE 51:11,12	SOMEBODY 20:11	STEVEN 43:27
28:4,12 36:22	SIDES 7:2	32:27 46:13	STICK 7:19 51:23
SECRETES 15:20	SIGN 35:10,13	SOMEONE'S 23:4	STOLE 17:5 25:9
SECRETS 14:4,12,16	SIGNED 35:27 40:15	SORRY 13:12 39:19	47:27
14:22,26 15:2,6,7,9	40:21,28	53:1	STOLEN 17:12
15:12,14 18:20,23	SIGNIF- 33:5	SORT 42:2 52:6,21	STOTZ 2:5,14 10:16
18:26 26:27 27:27	SIGNIFICANT 10:8	SORTS 5:28	STRAIGHTFORW...
28:2,7,9,10 29:18,19	19:26 20:28 30:18	SOUGHT 4:7 11:27	45:22
36:17 41:27 43:7,8	31:10 32:2 33:1,2	SPEAK 1:18	STRANGER'S 28:18
46:10	34:28 35:15,21	SPECIFIC 4:18 40:27	STRATEGIC 1:5,1
SECTION 9:6 47:1	36:19	46:16	1:12,27 2:19,23
SEE 1:25 9:7 17:16	SIMILAR 35:27	SPECIFICITY 33:11	42:22 54:5
33:4 35:11 36:2,8	37:20	SPECIFY 16:22	STRAWS 44:28
37:12 40:7 52:20	SIMILARLY 11:11	SPEND 46:8	STREET 2:6
53:17,19	SIMPLE 37:28 46:21	SPENT 5:23 7:2 9:1	STRIKE 42:24
SEEING 5:12	SIMPLY 3:13 9:11	32:18	STRIKES 20:3 42:24
SEEK 4:10 9:25	14:13 19:6 23:17,25	SPITS 46:5	STRUGGLING
SEEKING 4:5,27	43:8 44:1,11 46:9	SPLIT 23:19	35:16,16 45:18
9:25 14:28 16:25	51:18	STAMPING 34:25	STUFF 46:3
SEEN 37:25 49:15,25	SINE 47:2	START 25:1,6,7,16	SUBCONTRACT...
SEGUNDO 2:7	SINGER 1:17,17,27	39:9 48:20 49:2	3:28
SELF-VALUING	2:21,21,22,23 7:4	STARTING 1:25 3:2	SUBMISSION 53:16
45:13	8:18 9:5,14,20 13:11	26:4	SUBMIT 6:20 51:27
SELL 32:11,13,14,26	13:12,20,23 15:23	STARTS 24:9	52:10,11
44:24,25	18:15 20:2,8 21:15	STATE 1:1 10:11	SUBMITTED 52:26
SELLING 32:27	24:15,28 38:27 39:3	21:25 28:23 47:23	SUBSCRIBED 54:21
SEND 52:5	39:4,5,19,21 40:4,8	54:1,15	SUBSTANTIVE 13:5
SENT 52:22	43:4,23 44:7,20	STATED 13:9 16:2	42:9
SEPARATE 41:24,28	45:18 47:4,6,28 49:4	17:1 27:22 28:6,14	SUBVERT 28:23
42:13 46:25,28	49:11,13 50:16 51:5	28:25	SUCCESS 23:10
47:17 49:3	51:7,11	STATEMENT 3:15	24:11
SEPULVEDA 1:22	SINGER'S 5:16 8:24	41:24 47:17 53:6	SUCCESSFUL 25:20

SUDDEN 8:9 25:25 42:8 49:24	28:1 31:4 32:8,25 38:17 40:18 48:10 54:19	THEORY 4:10 6:25 50:5	30:23 31:5,28
SUE 46:13		THING 3:14 24:6 35:27 40:24 46:2,21 47:15 48:27 50:10 50:18 51:12	TOTALLY 25:12
SUED 8:4 43:10,22	TAKES 5:1 22:10,12 23:21 45:23	THINGS 5:21 7:19,20 8:6 9:21 10:13 13:6 16:17 18:7 19:1 23:19,27 30:9,22 33:27 34:24 38:7 41:7,13 42:25	TRADE 8:27 14:3,12 14:16,21,26 15:2,5,7 15:8,12,14,19 18:20 18:23,25 26:27 27:24,27 28:2,3,7,9 28:10,11 29:18,19 36:17,21 41:27 43:7 43:7 46:10
SUFFERED 31:10	TALKED 39:10		TRAIL 53:2
SUFFICIENT 28:23	TALKING 8:7 13:13 39:10 46:17 49:4	THINK 3:6 7:14,23 8:23,24 9:2,11,18 10:8 12:27 13:18 14:9 15:13,17 19:3 22:27 26:25 29:7 30:24 33:22 34:20 37:26 39:17 41:14 48:16 49:16 51:13 52:16,25 53:3	TRANSCRIPT 1:13 54:16,19
SUGGEST 48:17 53:1,2	TANGIBLE 47:15		TREATED 49:13
SUGGESTING 49:11	TARGET 4:17 5:6 29:27,28 31:21 42:12	THIRD 10:2 18:7 22:1,28 29:9,22,25 34:10	TREBLE 19:13 20:19 20:27
SUITE 1:19,22	TARGETED 31:22	THOUSANDS 32:4 32:19,25	TREMENDOUS 48:2
SUMMARY 2:26 3:17,18,20 4:13,17 4:28 5:4,19,20 6:21 7:6,10,21,25 9:28 11:15 12:2 30:3 39:26 41:14,16,18 42:1,13,22,27 47:19 47:26 48:9,21,25 49:6,8,10,12,26 50:1 50:3 51:3	TECHNICAL 12:3,6	THREE 4:6,7 17:23 25:26 36:7 51:21	TRI-MODAL 3:21
SUPERIOR 1:1 28:16 54:1,14	TECHNICALLY 19:21	THURSDAY 1:14 3:2 1:8	TRIAL 30:3 49:4,5
SUPPORT 37:22	TELL 41:15,22 43:9	TIED 9:18	TRIED 4:13 29:28 44:24,24
SUPPORTING 6:9 22:13 47:22	TEMPLATE 19:10 19:28 23:5	TIME 1:20 4:9 7:6 12:2 24:4 37:19 45:16 46:12 49:1 50:3 52:13,16,19	TRIPLE 33:6
SUPPOSE 52:10	TEMPLATES 21:5 23:11 32:18,20	TIMELY 6:21	TRIPLES 23:13
SURE 1:20 26:7 31:15	TEMPORE 1:28 54:14,28	TIMES 17:2 24:16 30:4	TRISTAN 2:6,10
SURPRISE 49:7	TEN 7:24	TODAY 1:14 8:16 25:9,10 49:21	TRUE 13:24 20:10 23:26 26:18 54:18
SURPRISED 41:25 50:24	TENTATIVE 2:28 5:25 7:18 9:4,5,8,12 12:28 13:5,8,8,27 14:6,10 18:9,17 21:12 29:15 30:22 30:25 31:19 33:22 34:17 38:28 40:9,17 40:20 41:28 42:27 48:24 50:11,17,18 50:19 51:23	TODD 1:18,25,26	TRUST 48:23
SUTRO 27:2	TENTATIVES 7:5 42:7 49:16	TOLD 7:7	TRY 6:15 7:23 8:14 29:24 30:21 31:13 37:16 42:19,24 49:2 51:10
SYSTEM 21:19 22:12 22:15	TERM 29:8 46:5	TOP 20:24 27:3 31:2	TRYING 4:25 30:6
SYSTEMS 21:21	TERMS 11:22 32:5 33:7	TORT 14:2 18:18	TUCKER 18:12,16 21:12 26:22,26,27 27:6,8 30:27,28
	TESTIFIED 51:5		TUESDAY 1:17 9:22 9:24 10:25 12:5 15:25,28 17:1 34:17 41:27 44:6
T	TESTIFY 32:13		TUESDAY'S 8:21 9:15,17 41:10
T 3:12	TESTIMONY 51:8		TURN 35:24 48:21
TACTICALLY 5:11	THANK 9:20 41:7 46:27 51:28 52:4 53:19,22		TWENTY 39:17
TAKE 5:10 17:15 23:4 24:11,12 26:2 35:19 38:3,6,14 39:23,24 40:11 44:2 44:2,7,11,17 52:8,16 52:19 53:15	THEORIES 41:20 43:2		TWO 3:26 7:25 11:13 13:10 23:17 25:3 29:14 30:9 39:23,24 40:11 42:7,9 45:23

46:8 49:15 TWOFOLD 33:28 TYPE 35:23 TYPES 26:13	27:3 43:19 47:23 VALID 35:6 VALUABLE 19:1 VALUE 17:25 33:1,2 43:28,28 VARIOUS 3:1 VEHICLE 7:21 31:15 31:23 32:21 38:10 VERSION 13:17 VERSUS 1:12 VI 36:4,4 VIAL 11:21 VIOLATED 10:16 29:2 VIOLATES 41:18 VIOLATION 22:1,6 22:22 VIRTUAL 17:11 VIRTUALLY 35:23 37:7 VIRTUE 38:10 VS 1:7,1 54:7	33:1 37:28 38:5,7 51:20 WE'RE 6:25 7:22 15:3,8,10 16:10,24 25:14,16 28:10 29:18 30:6 39:8,26 41:17 44:1 49:9 51:14 52:6 WE'VE 5:27 6:24 7:24 10:11 18:7 25:27 29:22 35:14 37:12 39:9,10,16 42:14 46:8 WEAPONIZE 48:8 WEBSITES 6:5 WEEK 7:5 53:21 WEEKS 11:13 30:13 35:2,2 WELL-PLOWED 5:19 WELL-REASONED 7:9 WENT 5:22 6:4 8:3 9:8 17:16 25:18 33:5 46:27 51:6 WEREN'T 4:26 5:15 WEST 1:2 54:2 WESTLAW 45:27 WHATSOEVER 50:12 WIN 7:10 WINNING 6:25 WISH 38:16 WITHDREW 17:21 WITHHOLD 44:12 WITNESSES 3:6 WORD 11:8 13:16 14:21 15:2,12 18:21 18:22 47:6 51:26 WORDS 10:19 17:10 17:27 18:27 29:11 33:14 36:16 WORK 18:19 20:7 25:15 27:9,11,14 31:14 48:7 52:2 WORKED 17:11 36:26 52:5	WORKING 3:1 25:14 34:8 43:15 47:12 WORKS 8:3 53:5,8 WORLD 50:5 WORSE 16:10 WORTH 32:25 WOULDN'T 1:24 WRITING 49:1 WRONG 7:8,8 30:17
U			X
UMBRELLA 15:20 UNARTFULLY 33:25 UNAUTHORIZED 21:22,24,28 22:3 43:17 UNDERPINNING 46:24 UNDERSTAND 20:10 29:15 52:28 UNDERSTANDING 10:4 UNDERSTOOD 18:24 UNDISPUTED 5:25 5:26 6:3 17:7 47:18 47:21,25 UNFAIR 7:15,23 42:6 42:11,17 48:22,22 UNFORTUNATELY 34:23 42:21,24 UNHAPPY 25:14 UNIQUE 7:21 45:11 UNIVERSITY 4:19 UNREASONABLE 4:5 UPDATE 2:28 UPDATED 3:1 9:8,12 UPHELD 4:15 UPLOADED 46:4 53:17 UPSET 47:2,11 UPSIDE 48:21 USE 11:8 15:12 22:11 29:10 31:11 36:14 36:23 37:7 38:5 45:14 52:13 USES 14:21	W WAIT 34:5,6 39:2,2,4 WAITED 30:9 WAITING 7:24 WAIVED 47:22,23 50:16 WALK 52:12 WALL 49:1 WANT 3:11,12 6:2 9:11,23 24:13 25:15 26:20,21 34:13 36:13 38:20 39:14 41:13 43:11 45:7 46:1 47:12 48:8,20 49:17 50:15 52:13 WANTED 3:15,27 32:11,13,27 WANTS 45:14 49:12 50:19 WARNING 5:16 WASN'T 24:1 30:15 44:8 48:3 49:7 51:2 WAY 5:17 8:25 11:26 12:8 25:23 26:10	WE'VE 5:27 6:24 7:24 10:11 18:7 25:27 29:22 35:14 37:12 39:9,10,16 42:14 46:8 WEAPONIZE 48:8 WEBSITES 6:5 WEEK 7:5 53:21 WEEKS 11:13 30:13 35:2,2 WELL-PLOWED 5:19 WELL-REASONED 7:9 WENT 5:22 6:4 8:3 9:8 17:16 25:18 33:5 46:27 51:6 WEREN'T 4:26 5:15 WEST 1:2 54:2 WESTLAW 45:27 WHATSOEVER 50:12 WIN 7:10 WINNING 6:25 WISH 38:16 WITHDREW 17:21 WITHHOLD 44:12 WITNESSES 3:6 WORD 11:8 13:16 14:21 15:2,12 18:21 18:22 47:6 51:26 WORDS 10:19 17:10 17:27 18:27 29:11 33:14 36:16 WORK 18:19 20:7 25:15 27:9,11,14 31:14 48:7 52:2 WORKED 17:11 36:26 52:5	X X 3:1,12
			Y
			YEAR 6:20 11:5,6 23:9,20 YEARS 4:6,7,11 5:23 6:17 7:25 12:9 17:23 19:15 23:5,9 26:7 38:17 42:15 YESTERDAY 52:7 YOUNG 1:3,4 54:3
			Z
			ZERO 48:9 ZHANG 25:13
			0
			1
			1 54:17 1:00 10:6 22:17 1:30 49:19 10 47:24 10,000 11:9 30:12 50:21,23 10:39 53:23 104 6:3 11480 2:3 12,000 11:7 16:7 1279 43:25 1279-1287 27:4 13 1:11 13:7 14 18:9 21:10 15 30:25 31:2 151 4:19 155 43:19 1601 1:22

167 6:3	47 3:21		
16771,Signature			
54:25	<hr/> 5 <hr/>		
168 4:20	50-50 23:19		
17 38:28 40:12,22	502 16:21 18:5 21:9		
179 11:16 34:21,28	21:15,16,25 22:1		
35:8 45:1	43:12,14,21		
19 39:3 40:16,20	502(C)(2) 22:2,22		
1997 27:4	5128 1:27,5 54:13,27		
<hr/>	53 54:17		
2	533 47:24		
<hr/>	536 3:23		
2 3:23 53:13	540 3:22 47:24		
2:00 22:18	542 3:22		
2007 43:18	55 27:4 43:25		
201 2:6	582 46:28		
2021 25:24	<hr/>		
2023 1:14 3:2 1:8	6		
54:20,21	<hr/>		
2049 1:19	600,000 17:14 21:1		
21SMCV01472 1:7,3	51:5		
54:7	<hr/>		
22ND 10:4	7		
230 6:3	<hr/>		
2400 1:19	729 1:22		
25 5:26 47:17	<hr/>		
250,000 23:9	8		
26 5:26 47:18	<hr/>		
27 1:14 3:2 1:8 4:1	8 53:5,19		
5:26 47:18 54:20	832 4:1		
2860 16:21 27:5	85 38:11		
29 43:19	890,000 12:10 23:14		
2ND 53:8 54:21	<hr/>		
<hr/>	9		
3	<hr/>		
<hr/>	9:00 22:19		
30 3:2 14:11,20,21	9:18 1:9		
26:24 33:20 42:15	90 17:1		
300 16:6	90067 1:19		
31 33:21	90213 2:4		
310.480.5946 1:23	90245 2:7		
310.556.1001 2:4	90266 1:23		
310.556.3501 1:20			
36 43:19			
3RD 53:9			
<hr/>			
4			
<hr/>			
40 14:10,13,14 26:7			
41 6:3			
424.277.1650 2:7			