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COBBS TRUST
6

7 **UNITED STATES BANKRUPTCY COURT FOR THE**
8 **CENTRAL DISTRICT OF CALIFORNIA**

9 In re:) Case No. 2:17-bk-24993-RK
10 MARY CUMMINS-COBB,) Chapter 7
Debtor) Adv. Proc. No. 2:18-ap-01066-RK
11)
12 KONSTANTIN KHIONIDI, as Trustee of the) PARTIALLY UNOPPOSED *EX PARTE*
COBBS TRUST,) APPLICATION FOR AN ORDER
13) CONTINUING DISCOVERY CUTOFF AND
Plaintiff,) PRETRIAL CONFERENCE
14 vs.)
15 MARY CUMMINS-COBB,)
Defendant.)

16 Judge: Honorable Robert N. Kwan
17 Courtroom: 1675
18 Edward R. Roybal Federal Building
25 E. Temple Street, Suite 1682
19 Los Angeles, CA 90012
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1 **INTRODUCTION**

2 Plaintiff Konstantin Khionidi, as Trustee of the COBBS Trust requests that this Court
3 continue the existing October 31, 2018 discovery cutoff and the December 11, 2018 Pretrial
4 Conference for a period of sixty days. Although debtor and Defendant Mary Cummins-Cobb
5 does not oppose the proposed new dates, she has recently attached unacceptable conditions to
6 her execution of a proposed stipulation. Therefore, she does not oppose the dates proposed, but
7 does oppose, as of October 22, 2018, the draft Stipulation that would have obviated this
8 Application.

9 Pursuant to LBR 7026-1(c)(2), the parties have met and conferred on this extension on
10 October 12, 15, 16, 19 and 21, and Debtor and defendant Mary Cummins-Cobb has stipulated in
11 writing to the continued dates as (1) Cummins has propounded written discovery late that she
12 believes is necessary for her defense to this adversary proceeding and (2) she has noticed
13 depositions after the current discovery cutoff. Declaration of Philip H. Stillman, ¶ 2. In addition, I
14 gave notice to Cummins that if she did not execute a Stipulation today, Plaintiff would be left with
15 no choice but to file this Application on October 22.

16 However, despite Plaintiff preparing a Stipulation and providing it to Cummins on October
17 12, 2018, and her agreement to it in writing, Cummins has so far failed to execute it, despite
18 repeated requests from Plaintiff's counsel. Instead, on October 12, she agreed to the Stipulation,
19 and then after receiving it, stated that she needed to review it "over the weekend." From
20 Monday, October 15 through today, despite almost daily requests for her signature on the
21 Stipulation or any requested changes, she has failed to either sign the Stipulation or request
22 changes to the Stipulation or give any reason for failing to do so. At this point, and considering
23 Cummins' written agreement to continue the Scheduling Order dates, it appears that she is
24 simply refusing to execute the Stipulation in an attempt to delay Plaintiff from seeking relief
25 before the discovery cutoff. Accordingly, after a final attempt and warning on October 21, Plaintiff
26 must now submit this Application to Continue The Scheduling Order Dates by application rather
27 than by Stipulation.

28 From Plaintiff's perspective, the extension is necessary because (1) Cummins has refused

1 to substantively respond to Plaintiff's written discovery propounded on August 27, 2018, (2) has
2 refused to produce any financial records at all without a blanket protective order of the type
3 prohibited by the Ninth Circuit in *Foltz v. State Farm Mutual Automobile Insurance Co.*, 331 F.3d
4 1122, 1131 (9th Cir. 2003), (3) has flatly refused to appear for her duly noticed deposition on
5 October 26, 2018, (4) has refused to provide alternative dates for her deposition although such
6 dates were repeatedly requested from October 12 through and including October 19, and (5) has
7 refused to agree to any deposition at all without a blanket protective order covering the transcript.

8 In addition to the foregoing, Plaintiff is informed and believes that Cummins has interfered
9 with Plaintiff's attempted service of a deposition subpoena on a key witness, Jennifer
10 Charnofsky, who the debtor contends in her Schedule E/F holds a security interest in an
11 automobile that does not appear to belong to the Debtor and which security interest was never
12 filed with the Department of Motor Vehicles.¹ Cummins apparently resides with Ms. Charnofsky
13 and has apparently coached her to avoid service.

14 Although Plaintiff has timely propounded all of its needed discovery so as to be completed
15 prior to the current discovery cutoff, because of the debtor's obstinate refusal to cooperate and
16 refusal to produce the required documents, it is impossible to know whether any follow-up
17 discovery is necessary. Moreover, given the Debtor's refusal to appear for her deposition without
18 an improper blanket protective order and her suspected interference with service of the
19 Charnofsky deposition subpoena, it is impossible to know whether any other deposition must be
20 noticed.

21 Although Cummins has stipulated to the proposed continued dates, Cummins has so far
22 refused to sign a Stipulation or provide any comments on any portion of the Stipulation that is
23 unacceptable.² Because the discovery cutoff is now, more than a week later, looming large,

25 ¹ In an email received on October 22, Cummins now claims that despite her testimony in her
26 Schedule A/B, Part 2, *she does not own the Prius*. See Stillman Decl., Exhibit 12. This is a perfect
27 example of Cummins' shifting stories.

28 ² As of October 22, 2018, Cummins now insists that her blanket protective order be included
in the Stipulation, which is plainly improper.

1 Plaintiff has been left with no choice but to seek the Court's assistance and intervention on an *ex*
2 *parte* basis. In the spirit of good faith, Plaintiff has attempted repeatedly to reach some
3 compromise on these issues since September 18, without any success. In fact, Debtor, who is *in*
4 *pro per*, has instead engaged in inappropriate *ad hominem* attacks on Plaintiff's counsel and
5 Plaintiff's prior deceased counsel, while refusing to propose any resolution.³ Despite the Debtor's
6 untimely discovery, and again in the spirit of good faith, Plaintiff has offered to respond to the
7 untimely discovery if Debtor will cooperate in getting Plaintiff's discovery completed, but even that
8 reasonable offer was rejected.

9 Accordingly, Plaintiff respectfully requests that this Court enter an Order extending the
10 current discovery cutoff from October 31, 2018 through December 31, 2018 and the Pretrial
11 Conference from December 11, 2018 to February 12, 2019 for Plaintiff only, given that the Debtor
12 has caused these delays in the hope of preventing Plaintiff from completing his discovery prior to
13 the discovery cutoff.

14 **STATEMENT OF FACTS**

15 A. Factual Background To This Action.

16 The debtor is an experienced litigant, who has litigated and lost several actions in the state
17 courts in Texas, which resulted in a judgment for defamation of over \$6 million. That judgment
18 was affirmed on appeal in a scathing opinion that found that the Debtor acted willfully and
19 maliciously with a specific intent to harm Amanda Lollar, a plaintiff in the Texas case. That
20 judgment was domesticated in the Los Angeles Superior Court and the judgment duly assigned
21

22 ³ See *e.g.*, Email Chain dated September 20, wherein Cummins states:
23 You are not a good person. Look at all the defamatory and false statements you made
24 about me in your motion. You're trying to smear me to the Judge. This proves you are
25 intentionally defaming me. This is personal for you. An ethical and professional
26 attorney would not defame opposing party. You have violated the code of ethics and
27 professionalism of the state bar. You were also friends with JJ for years. He was a
28 convicted criminal with many complaints and lawsuits against him for fraud, theft, not
paying child support... You even helped him with those lawsuits. I would never be
friends with a horrible person like that. It means you approved of JJ's behavior and
wouldn't have a problem doing the same illegal things.

That email chain is attached to the Stillman Decl. as Exhibit 13.

1 to the Plaintiff, Mr. Khionidi, as Trustee of the Cobbs Trust. Post-judgment discovery was
2 undertaken by Plaintiff through James J. Little, but during the post-judgment discovery, Cummins
3 filed this Chapter 7 bankruptcy, staying those efforts. Mr. Little died suddenly on January 13,
4 2018.

5 B. Plaintiff's Discovery.

6 Plaintiff filed this adversary proceeding objecting to Cummins' discharge pursuant to 11
7 U.S.C. § 727(a) for making false statements on her schedules and failing to disclose income and
8 assets. Plaintiff's written discovery is largely focused on obtaining information and documents
9 pertaining to the information or omitted information in Plaintiff's schedules.

10 In addition, Plaintiff sought a determination that the domesticated California judgment is
11 nondischargeable as a "willful and malicious injury" based on the collateral estoppel effect of the
12 Texas Judgment and the domesticated judgment, given that both the trial court in Texas and the
13 Court of Appeals determined that Cummins' defamation of Ms. Lollar was intentional and
14 malicious. See June 14, 2012 Transcript of Decision in *Bat World Sanctuary et al. v. Cummins*,
15 Tarrant County District Court Case No. 352-248169-10, p. 4, lines 7-14, attached to the
16 Declaration of Philip Stillman as Exhibit 3 ("I think the plaintiff has clearly proven that a
17 defamation in this case was egregious as well as malicious as well as intentional."). The trial
18 court awarded Ms. Lollar \$3 million in exemplary damages against Cummins. See Texas
19 Judgment, attached as Exhibit 4 to the Stillman Decl.

20 1. **Plaintiff's Timely Propounded Written Discovery.**

21 On August 27, 2018, Plaintiff propounded a set of interrogatories and a set of requests for
22 production of documents to Cummins. Theoretically, had that discovery been fully responded-to,
23 no further written discovery would have been necessary. Stillman Decl., ¶ 8. Although Cummins
24 "responded" on September 28, the responses were not signed, the interrogatories were not
25 verified, and neither of the Responses stated the interrogatory or request before the alleged
26 response in violation of Local Bankruptcy Rule 7026-3(c). No documents were produced
27 whatsoever and still have not been produced, ostensibly because Cummins intended to but did
28 not, seek a protective order from this Court. Stillman Decl., ¶ 8.

1 After receiving the responses, Plaintiff attempted to negotiate a limited protective order for
2 documents that were truly confidential without success. Although Plaintiff asked Cummins to
3 provide specific documents or categories of documents that she felt were truly confidential, she
4 only identified tax returns – a category that Plaintiff agreed could be subject to a protective order.
5 However, despite repeated requests from October 2 through the present, “tax returns” were the
6 only category that Cummins identified. Stillman Decl., ¶ 10. Mr. Stillman’s recent efforts to
7 confer on the subject are memorialized in an “email chain” dated October 12, 2018 and attached
8 to the Stillman Decl. as Exhibit 5.

9 **2. Plaintiff’s Timely Propounded Notices Of Taking Deposition.**

10 Plaintiff served a Notice of Deposition (without documents) for Debtor’s deposition on
11 October 12 for October 26. Plaintiff also served notice of a third party deposition of Jennifer
12 Charnofsky for October 30. Ms. Charnofsky is a key witness and apparent roommate of
13 Cummins, listed in Debtor’s Schedules as allegedly having a security interest in a car that Debtor
14 listed as hers in her Schedule E/F but which appears to have been registered to a California non-
15 profit with no record of any security interest.

16 In response, Cummins informed Plaintiff that she refused to appear for her deposition on
17 the date noticed and refused to appear on *any* date unless Plaintiff agreed to a blanket protective
18 order over the entire transcript. See email dated October 17, 2018, attached to the Stillman Decl.
19 as Exhibit 7. At the same time, Cummins refused to provide any other dates for her deposition
20 despite repeated requests that she provide alternative dates for her deposition. See Email dated
21 October 18, requesting alternate dates and agreeing to a limited protective order, attached to the
22 Stillman Decl. as Exhibit 8. Cummins clearly stated to Plaintiff’s counsel that she would not be
23 appearing for her deposition.⁴

24 In addition, Cummins complained about a “thug” – in reality a licensed process server –
25 was lurking outside Ms. Charnofsky’s residence, to which Cummins took great exception.

26 _____
27 ⁴ This is an important issue, because Plaintiff’s counsel is in Miami Beach, Florida and must
28 make arrangements to travel to the deposition and should not be forced to do so if Cummins will not
appear.

1 However, Ms. Charnofsky's address is given in Cummins' Schedules as [REDACTED]
2 [REDACTED]. Contrary to Cummins' Petition, where she lists her home
3 address as "27th and Raymond," she testified in her State Court Debtor's Examination conducted
4 on October 15, 2017 as [REDACTED]. See Testimony from
5 Debtor's Exam, attached to the Stillman Decl. as Exhibit 9. Plaintiff has finally to obtained
6 personal service on Ms. Charnofsky on Saturday, October 20.

7 Given the advance notice to Cummins required by Fed. R. Civ. P. 45 on October 15, 2018
8 and given her apparent awareness of a process server attempting to serve Ms. Charnofsky, it is
9 apparent that Cummins has coached Ms. Charnofsky to avoid service. Mr. Charnofsky's
10 deposition is set for October 30 – again within the discovery cutoff set by this Court.⁵ Thus, *all* of
11 Plaintiff's discovery was timely propounded, and but for Cummins' total refusal to produce
12 documents, adequately respond to interrogatories and appear for her deposition, all of Plaintiff's
13 anticipated discovery would have been completed prior to October 31.

14 C. Cummins' Discovery.

15 On October 2, 2018, Cummins propounded written discovery to Plaintiff. Since the
16 responses are due after the October 31, 2018 discovery cutoff, they are untimely. Moreover,
17 Cummins served Notice of Taking Deposition of Amanda Lollar,⁶ but set the deposition for
18 November 8, 2018, again after the discovery cutoff. Although Plaintiff could object to the late
19 responses, as discussed above, Plaintiff agreed that if Cummins stipulated to an extension of the
20 Scheduling Order deadlines and was entered as an Order by this Court, Plaintiff would have
21 been willing to respond to the otherwise improper discovery. However, Cummins has refused
22 and required Plaintiff to prepare this motion instead.

23 D. The Protective Order Dispute By Which Cummins Is Attempting To Justify Her Discovery
24 Delays.

25 _____
26 ⁵ Plaintiff's counsel was informed that service has been obtained on Ms. Charnofsky on
27 Saturday, October 20.

28 ⁶ Ms. Lollar lives in Texas and obviously cannot be compelled to have her deposition taken
in Los Angeles. Fed. R. Civ. P. 45(c)(1)(A).

1 Cummins has flatly refused to produce records *or be deposed* without a blanket protective
2 order that provides that in the event that the protective order is allegedly violated, *the case will be*
3 *dismissed*. Other than tax returns, she has refused to identify any categories of documents.
4 Thus, as to her deposition and the written discovery propounded to her, she has flatly refused to
5 (1) produce documents, (2) appear for her deposition and (3) identify for what categories of
6 documents she believes a protective order is warranted. She also refuses to provide alternative
7 dates for her deposition. Counsel has attempted as recently as Sunday, October 21 try to reach
8 some accommodation with Cummins to resolve all of these issues without success. Stillman
9 Decl. ¶ 20. An extension of the discovery cutoff will hopefully permit the Debtor to either agree to
10 some sort of limited protective order or to file a motion for a protective order so that discovery can
11 be completed.

12 The issue of a protective order sought by Cummins is particularly problematic in this case,
13 as she has indicated that copies of potentially responsive documents are not only in the
14 possession of other third parties, but that those third parties have allegedly made some of those
15 records publicly available. Plaintiff is deeply concerned that agreeing to *any* sort of protective
16 order will simply be an opportunity for Cummins to attempt to harass Plaintiff and his counsel with
17 ancillary litigation alleging that Plaintiff or Plaintiff's counsel violated any protective order, and not
18 third parties. Even as to the one category of confidential documents that Cummins has identified
19 – her tax returns – she contends that others have apparently already posted them “on the
20 internet” somewhere. Plaintiff's counsel wants to be accommodating, but cannot simply agree to
21 a blanket order of the type disapproved by the Ninth Circuit in *Foltz v. State Farm Mutual*
22 *Automobile Insurance Co.*, 331 F.3d 1122, 1131 (9th Cir. 2003) in order to obtain otherwise
23 appropriate discovery. In fact, several judges have expressly incorporated the requirements of
24 *Foltz* into Standing Orders. For example, District Court Judge Susanne Segal, in her Procedures
25 No. 10 states:

26 Stipulated Protective Orders: Parties frequently file stipulated protective orders that
27 do not satisfy Rule 26 and the Ninth Circuit's standards for protective orders. All
28 proposed protective orders must describe the documents to be protected with
particularity. See *Rivera v. Nibco, Inc.*, 364 F.3d 1057, 1063 n. 3 (9th Cir. 2004).
Therefore, the documents, information, items or materials that are subject to the

1 protective order shall be described in a meaningful fashion (for example, "personnel
2 records," or "market surveys," etc.). It is not sufficient to use only conclusory terms
3 such as "confidential or proprietary information." Also, the Court cannot agree to
4 "seal all confidential documents." . . . All proposed protective orders must include a
5 statement establishing the requisite good cause. *Foltz v. State Farm Mut. Auto Ins.*
6 *Co.*, 331 F.3d 1122, 1130 (9th Cir. 2003) (court's protective order analysis requires
7 examination of good cause) (citing *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206,
8 1210-11, 1212 (9th Cir. 2002); *San Jose Mercury News, Inc. v. United States Dist.*
9 *Court*, 187 F.3d 1096, 1102 (9th Cir. 1999); *Beckman Indus., Inc. v. Int'l Ins. Co.*,
10 966 F.2d 470, 476 (9th Cir.1992). The Court may only enter a protective order upon
11 a showing of good cause. *Kamakana v. City and County of Honolulu*, 447 F.3d
12 1172, 1176 (9th Cir. 2006) (parties must make a "particularized showing" under
13 Rule 26(c)'s good cause showing for court to enter protective order); *Phillips*, 307
14 F.3d at 1210-11 (Rule 26(c) requires a showing of good cause for a protective
15 order); *Makar-Wellbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999)
16 (even stipulated protective orders require good cause showing).

17 This Standing Order of Judge Segal is repeated verbatim in the Standing Orders of virtually all of
18 the District Court judges in the Central District of California. However, Cummins has refused to
19 comply with the propounded discovery and noticed depositions without a protective order in
20 advance that expressly is contrary to *Foltz* and the guidance provided by the Standing Orders in
21 the District Court.

22 ARGUMENT

23 I.

24 GOOD CAUSE EXISTS FOR EXTENDING THE DEADLINES IN THE SCHEDULING ORDER

25 Obviously, discovery should be completed in this case for an orderly resolution of all
26 issues in this case. Plaintiff has propounded all of the necessary discovery and noticed all
27 necessary depositions to be *completed* prior to the current discovery cutoff of October 31.
28 Cummins has not. Despite strongly advocating her need to take discovery from, among others,
the Plaintiff and Ms. Lollar, Cummins waited until beyond the last minute to propound her
untimely discovery, while at the same time doing her best to prevent Plaintiff from completing his
timely served discovery.

As set forth above, Cummins is refusing to provide documents or appear for her
deposition without a protective order in place that provides for dismissal of the adversary
proceeding if the protective order is violated. Yet, despite repeated requests, Cummins has
refused to identify any category of documents that would comply with either *Foltz* or the Standing

1 Orders of the District Court judges. Although Cummins has claimed that she will file a motion for
2 a protective order as early as September 20, she has failed to do so, instead delaying her
3 responses to discovery on that basis.

4 Even though Plaintiff's counsel has been willing to compromise with Cummins on the
5 timing of her deposition, without Cummins providing any alternative dates prior to the discovery
6 cutoff, Plaintiff is left with seeking the Court's intervention to extend the discovery cutoff to enable
7 Plaintiff to take Cummins' deposition and that of Ms. Charnofsky after October 31. Moreover,
8 since Cummins has refused to produce needed documents directly relevant to the information
9 listed on her bankruptcy schedules that Plaintiff believes is false and needed for her deposition,
10 Cummins' refusal to produce documents prior to the discovery cutoff has prejudiced Plaintiff's
11 preparation of the case for trial. Only with an extension of the discovery cutoff will Plaintiff be
12 able to obtain the documents through a motion to compel, and if necessary, engage in limited
13 follow-up discovery based thereon.

14 Although Cummins' conduct is the basis for this Application, although Cummins' discovery
15 is late and depositions that she desired are scheduled after the discovery cutoff and she is
16 insisting that *Plaintiff* produce third parties residing in Texas as a condition for Cummins agreeing
17 to be deposed, Plaintiff's counsel had been willing to overlook those defects if the discovery
18 cutoff is extended by agreement. Thus, in the spirit of compromise, Plaintiff's counsel has
19 attempted to work with Cummins to accommodate her desires for discovery to be completed in
20 an orderly manner, to no avail. In return, Plaintiff's counsel has received insults, threats, threats
21 to complain to the State Bar – in short, any type of threat that the Defendant could conjure up.

22 Finally, good cause exists *because Cummins has agreed to the requested extension of*
23 *the Scheduling Order*. Despite her written agreement in emails, Cummins has delayed the
24 resolution of this matter by failing to execute a stipulation to that effect prepared on October 12
25 and revised on October 19. Plaintiff's counsel is not clear why Cummins has delayed executing a
26 Stipulation to which she has agreed, but as of October 22, appears to be insisting on a blanket
27 protective order as part of the Stipulation, which, as set forth above, is unacceptable and
28 improper.

1
2 **CONCLUSION**

3 For the foregoing reasons, Plaintiff Konstantin Khionidi, as Trustee of the Cobbs Trust
4 hereby requests that this Court enter an Order (1) extending the discovery cutoff from October
5 31, 2018 through December 31, 2018 and (2) continue the Pretrial Conference from December
6 11 to February 12, 2019. In light of the circumstances in this case, Plaintiff believes that the
7 extension should only apply to Plaintiff's discovery, considering that the need for such relief was
8 caused by the Debtor. However, Plaintiff had initially agreed to a *mutual* extension when
9 Defendant originally stipulated to the continued dates and therefore in fairness, does not oppose
10 that relief, if the Court believes that is appropriate. Given the Defendant's stipulation to the dates
11 proposed by Plaintiff, Plaintiff does not believe that a hearing is required on this matter.

12 Respectfully Submitted,

13 STILLMAN & ASSOCIATES

14 

15 Dated: October 22, 2018

16 By: _____

17 Philip H. Stillman, Esq.
18 Attorneys for KONSTANTIN KHIONIDI, as Trustee of
19 the COBBS TRUST
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Stillman & Associates
3015 North Bay Road, Suite B
Miami Beach, Florida 33140

A true and correct copy of the foregoing document entitled (*specify*):

PLAINTIFF'S EX PARTE APPLICATION TO CONTINUE TO EXTEND THE DISCOVERY CUTOFF AND PRETRIAL CONFERENCE; DECLARATION OF PHILIP STILLMAN; PROPOSED ORDER

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) October 22, 2018, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Defendant Mary Cummins-Cobb, *in pro per*, mmmarycummins@gmail.com (via email)

Hon. Robert Kwan
US Bankruptcy Court, Central District of California, Room 303
255 E. Temple Street, Suite 1682
Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

10/22/2018 <i>Date</i>	Philip H. Stillman <i>Printed Name</i>	/s/ Philip H. Stillman <i>Signature</i>
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