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BEFORE THE LABOR COMMISSIONER

OF THE STATE OF CALIFORNIA

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| BRYSON D. JUAN TILLER,<br><br>Petitioner,<br><br>vs.<br><br>STEVEN J. DORN, an individual,<br><br>Respondent. | CASE NO. TAC 45358<br><br>**DETERMINATION OF CONTROVERSY** |

## I. INTRODUCTION

The above-captioned matter, a Petition to Determine Controversy under Labor Code section 1700.44, came on regularly for hearing on July 14, 2017 in Los Angeles, California, before the undersigned attorney for the Labor Commissioner assigned to hear this case. Petitioner BRYSON D. JUAN TILLER, (hereinafter, referred to as "Petitioner" or "TILLER") was represented by attorney Grahmn N. Morgan of Dinsmore & Shohl LLP. Respondent STEVEN J. DORN, (hereinafter, referred to as "Respondent" or "DORN") appeared and was represented by Rebecca L. Torrey of Elkins Kalt Weintraub Reuben Gartside LLP. The matter was taken under submission.

Based on the evidence presented at this hearing and on the other papers on file in this matter, the Labor Commissioner hereby adopts the following decision.

## II. BACKGROUND FACTS

1. In 2014, TILLER, a singer songwriter, hired DORN to act as his personal manager. On or about October 14, 2014, TILLER and DORN entered into an agreement titled "Bryson Tiller Management Agreement" (hereinafter, referred to as "Agreement").

2. The Agreement provided that DORN was to be paid twenty percent (20%) of all net compensation TILLER received from "any and all existing entertainment industry related sources (including, … all forms of music publishing income … ), and from any and all entertainment industry related agreements that Bryson Tiller enters into during the Initial Term and the Option Periods, if applicable."

3. The terms of the Agreement also contemplated DORN would arrange appearances on TILLER's behalf. Specifically, Section 5 of the Agreement provides that TILLER would "faithfully, conscientiously and diligently fulfill, perform and appear at all production, recording and studio sessions, and other *appearances that [Dorn] arrange[d]* and agree[d] upon with Bryson Tiller." (Emphasis added).

4. The Agreement stated DORN would attempt to procure and negotiate songwriting and publishing agreements for TILLER. Section 1 of the Agreement provides DORN would "negotiate, counsel and confer with all individuals and entities desirous of engaging Bryson Tiller for his *songwriting and production services ...*" (Emphasis added). Moreover, Section 3.b. of the Agreement provided DORN would receive income from "any and all *engagements*, arrangements, agreements and contracts" that DORN "originated and Bryson Tiller accepted or entered into during the Initial Term and the Option Periods, if applicable." (*Id.* at Section 3.b.) (Emphasis added).

5. In early 2015, TILLER was an emerging new talent that remained unsigned by any record label or publishing company. It was quickly apparent both record companies and publishing companies were eager to contract with TILLER. DORN testified TILLER wanted to be independent of a record label and collectively they decided their focus should lie in attempting to procure a publishing deal for TILLER, which would

provide necessary capital. Consequently, from January 2015 through April 2015, DORN focused on securing TILLER a publishing deal.

**A. Attempts to Procure a Publishing Agreement**

***Artist Publishing Group***

6. In January 2015, DORN had an in-person meeting with Matt McFarlane from Artist Publishing Group in California and exchanged several email communications with Jeff Vaughn, Senior Director of A&R for Artist Publishing Group. All of these communications with Artist Publishing Group were conducted with the intent to secure TILLER a publishing deal.

***Universal Music Publishing Group***

7. On or around February of 2015, DORN met on multiple occasions with two different representatives from Universal Music Publishing Group (UMPG) in California. Evidence submitted established that UMPG made an initial offer on March 13, 2015. The deal memo/term sheet provided by UMPG specifically states:

> Term/MDRC: Since Bryson is not yet signed and may be independent for some time, UMPG has proposed starting off doing an album cycle deal (1 + 2) but if Bryson doesn't enter into a recording agreement within 12 months from entering into an agreement with UMPG, then the term would automatically convert to a term of 3 years (or recoupment).

8. The terms of the UMPG contract clearly contemplated a minimum delivery and release commitment (or "MDRC") of one album's worth of songs during the initial term of the agreement, with the publisher having the option to extend the term of the agreement to include TILLER's second and third album. Notably, the UMPG deal memo/term sheet established that UMPG needed to **recoup** their investment and if TILLER had not signed with a label within 12 months, the requirement to do an additional album cycle deal would be extended. In short, TILLER was required to deliver new material in this deal memo.

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***Pulse Publishing***

9. On or around March 9, 2015, DORN met in person with Scott Cutler from Pulse Publishing in an effort to secure a publishing deal.

***OVO/Warner Chappell Music Publishing***

10. On March 12, 2015, DORN had dinner with Ryan Press from Warner/Chappell/OTEK Publishing in an effort to secure a publishing deal. On or around April 15, 2015, Chris Head, Associate Director of Legal and Business for Warner Chappell Music, Inc., sent a proposed "term sheet" or "deal memo" from OTEK Publishing & Warner/Chappell Music setting forth the services that TILLER would have rendered under any agreement entered into with OTEK Publishing:

> Delivery Commitment: Your client's "Delivery Commitment" for each period shall consist of *one (1) "Qualifying LP"* (as defined below) together with satisfactory notice of delivery thereof. All qualifying LPs are to be studio LPs comprised *of previously unreleased compositions* on which your client is the sole featured artist, released in the U.S. in CD format by a Major Record Company (i.e., WMG, Sony, Universal, or another company then exclusively distributed and marketing by one of such companies and releasing such LP) ***and which embodies at least four and one-half (4.5) newly written, previously-unreleased 100% "Subject Compositions"*** **(as defined below)** (or the fractional equivalent), on the standard version of such LP (i.e. not embodied solely on a so-called "bonus track", "deluxe", "expanded", "limited edition" or another similar version of such LP) which are payable at no less than 100% of the then-current full minimum statutory rate in the United States ("Qualify LPs" per our standard definition) . . .

11. By its terms, the OTEK Publishing deal memo contemplated TILLER would render songwriting services in the performance of any agreement between TILLER and OTEK and would specifically be required to produce and deliver at least *4.5 newly written compositions* during each term of the agreement.

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***BMG***

12. On or around March 11, 2015, DORN met with Zack Katz from BMG and exchanged several email communications related to publishing with BMG representatives in an effort to secure a publishing deal.

13. BMG made an offer after DORN met with BMG representatives on March 13, 2015. The BMG Co-Publishing deal memo also contemplated securing TILLER's songwriting services during the term of the agreement as it notes that BMG would obtain the "exclusive rights" to TILLER's "songwriting services," requires that TILLER deliver "all new Compositions promptly after creation," and specifically sets forth those "existing compositions" that would also be included under any agreement.

14. On or around June 2015, TILLER terminated the relationship. On May 24, 2016, DORN filed an action in the Circuit Court in the Commonwealth of Kentucky against TILLER seeking unpaid commissions. In defense of this action, TILLER filed the instant petition to determine controversy on October 31, 2016, alleging that DORN violated the Talent Agencies Act (hereinafter, referred to as the "Act") by acting as licensed talent agents without obtaining a license from the Labor Commissioner.

15. In his Petition, TILLER seeks an order determining that DORN violated the Act, a determination that the Agreement between Respondent and Petition is illegal, unenforceable, and void ab initio, and seeks disgorgement of all monies or things of value received by Respondent; Petitioner's costs and attorney's fees and such other and further relief in his favor as the Labor Commissioner may deem just and proper.

16. Specifically, TILLER's primary allegation centers on the argument that DORN violated the Act by promising, offering and attempting to procure a publishing deal that contemplated future creative services.

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## III. LEGAL ANALYSIS

**Issues**

A. Did Respondent violate the Talent Agencies Act by operating as a talent agency within the meaning of Labor Code section 1700.4(a) by attempting to procure a publishing agreement?

B. If Respondent violated the Act, is the Petitioner entitled to disgorgement of monies collected by Respondent during the parties' relationship?

1. Labor Code section 1700.4(a) defines talent agency as:

> A person or corporation who engages in the occupation of procuring, offering, promising, or attempting to procure employment or engagements for an artist or artists.

2. Petitioner is an artist within the meaning of Labor Code section 1700.4(b). Moreover, Labor Code section 1700.5 provides that no person shall engage in or carry on the occupation of a talent agency without first procuring a license therefor from the Labor Commissioner. It was stipulated that Respondent has never held a California talent agency license.

### A. Does an Attempt to Procure a Publishing Agreement Implicate the Talent Agencies Act?

3. The majority of the testimony centered on TILLER's allegation that DORN's e-mails, conversations and in-person meetings with representatives from various publishing companies were both promises and attempts to procure employment or engagements for an artist and therefore a violation of the Act. Labor Code section 1700.4(a) defines a talent agency as, "a person or corporation who engages in the occupation of procuring, offering, promising, or attempting to procure employment or engagements for an artist or artists." The central issue here is whether the procuring,

offering, promising or attempting to procure a music publishing agreement constitutes contemplated "employment or engagements for an artist."

4. Employment is not defined under the Act. The Supreme Court case of *Malloy v. Board of Education* 102 Cal. 642, 36 P. 948 defined 'employment' to mean, "employment implies a contract on the part of the employer to hire and on the part of the employee to perform services." Section 2(E) of Industrial Welfare Commission (IWC) Order 12-2000, regulating the wages, hours and working conditions in the motion picture industry defines 'employ' as, "a means to engage, suffer, or permit to work." Furthermore, Black's Law Dictionary (5th ed. 1979) defines 'employment' as "An [a]ct of employing or state of being employed; that which engages or occupies, that which consumes time or attention; also an occupation, profession, trade, post or business." Each definition of employment requires an act on behalf of the employed.

5. Clearly, 'employment' or 'engagement' requires a duty of the employee to act. One cannot be an employee if there is no affirmative duty to render services. Therefore, the central issue here is whether DORN's meetings with music publishing companies is an attempt to procure an engagement. In other words, did the publishing agreements DORN attempted to secure anticipate an affirmative duty by the artist to act? Alternatively, did these music-publishing agreements contemplate the rendering of future services by TILLER?

6. In *Sebert v. DAS Comm.; LTD*, (TAC-19800) the Labor Commissioner held that the discussion of a similar minimum delivery obligation in negotiations for a publishing agreement implicated the Act because the provision made clear that songwriting services were contemplated in the court of negotiations:

> Put another way, DAS argues that the proposed agreement was purely a deal for the administration of existing and newly created compositions, and did not require Sebert to render any services. (See *Kilcher v. Vainshtein* (Cal. Lab. Com., May 30, 2001) TAC No. 02-99). This argument is unsustainable. The combined recording agreement and publishing agreement gave Warner Bros. *the option to require Sebert to create and record up to six albums.* With respect to at least two and up to four of those albums, a request by Warner Bros. for an album would give rise to a *concomitant obligation on the part of Sebert to create and provide the newly written composition to*

> *Arthouse. Furthermore, the publishing agreement set forth a "minimum delivery obligation," which, if not complied with, might give rise to a breach of contract claim against Sebert, especially in light of the initial and other advances payable under the agreement's provisions.* Finally, there were certain circumstances under which the publishing agreement imposed *a minimum delivery commitment of ten newly written compositions and a minimum record and release commitment of six compositions.* In short, it is clear that the publishing agreement contemplated Sebert rendering services under its provisions. Since the solicitation and negotiation of the publishing agreement involved the *attempted procurement of an engagement* for Sebert, DAS violated the TAA by engaging in those activities without being licensed as a talent agency in compliance with section 1700.5. *Sebert v. DAS Comms., LTD* (TAC-19800, at p. 21) (emphasis added).

7. The offer from OTEK to TILLER, which was sent after DORN's meetings attempting to solicit such an offer, explicitly provides that TILLER would be required for each contract period to deliver one Qualifying LP consisting of "at least four and one-half (4.5) newly written, previously unreleased" compositions.

8. Moreover, in *Sebert v. DAS Comms., LTD,* (TAC-19800), the Labor Commissioner held that because one publishing agreement negotiated by the respondent contemplated the provision of services by the artist, the respondent must have envisioned the possibility that the artist could have been required to render similar services under any agreement entered into with five other publishing houses the respondent met with during the same time period:

> During the period December 2005 to September 2008, DAS solicited interest in a publishing agreement for Sebert from five other publishing houses: EMI Music Publishing U.S., EMI Music Publishing U.K., Universal Music Publishing, Sony Music Publishing, and Global Publishing. These solicitation activities were pursued by both McAvenna and Sonenberg. DAS contends that these unlicensed activities did not contravene the TAA because DAS was not seeking an engagement or employment for Sebert; specifically, DAS asserts that it never pursued publishing deals that would have required Sebert to provide services to a publishing company. This assertion, however, is belied by the contemplated publishing agreement with Arthouse, the final version of which was put together based on the negotiations between DAS and Arthouse. That agreement *plainly shows that DAS envisioned the possibility of negotiating a publishing agreement that would require Sebert to render services. Because that distinct possibility was known to exist, DAS was engaged in the attempted procurement of publishing agreements that it understood might result in the engagement or employment of Sebert.* To engage in such activities legally, DAS was required to be licensed as a talent agency. It follows that DAS's attempted

> procurement of publishing agreements on behalf of Sebert violated the requirements of section 1700.5. *Sebert v. DAS Comms., LTD* (TAC-19800, at p. 22) (emphasis added).

9. Thus, because the OTEK, UMPG, and BMG deal memos contemplated TILLER providing services to these publishing companies, DORN anticipated the "possibility of negotiating a publishing agreement that would require [TILLER] to render services" when he was meeting with all five of the publishing companies identified. *Sebert v. DAS Comms., LTD*, (TAC-19800, at p. 22).

10. The conclusion that DORN contemplated future services when seeking a publishing deal is further bolstered by the fact that TILLER was not looking to sign with a record label. It is reasonable to conclude based on the deal memos submitted, that any publishing deal would require the publisher to recoup their investment. The logical means to assure recoupment is the publisher requiring TILLER to create and release new musical compositions. In short, that need for TILLER to create future songs within specified times is exactly what the publishing companies required before entering into a publishing deal with TILLER. Based on the various deal memos presented at the hearing, this requirement was not a surprise to anyone. To conclude, DORN's promises and attempts to secure publishing deals *under these detailed and specific facts and documents provided at the hearing* are attempts to procure future engagements and therefore these attempts are subject to the Act's licensing requirements.

### *1. Kilcher* and *Bautista*

11. DORN argues that prior key decisions by the Labor Commissioner, specifically in *Kilcher v. Vainshtein* (TAC 02-99), and *Bautista v. Romero* (TAC 3-04), stand for the proposition that involvement in obtaining music publishing agreements do not subject managers to the licensing requirements of the Act. These two cases are easily distinguishable. In *Kilcher* we held that music publishing agreements which do not

contemplate the future performances of creative services by the artist to not constitute "employment or engagement" within the meaning of section 1700.4(a) (*Kilcher*, at p. 23).

12. Similarly, in *Bautista*, we held, "these agreements merely authorize Romero to pitch composed and/or recorded copyrighted music…" Therefore, these agreements on their face do not implicate the Talent Agencies Act. *Bautista v. Romero* (TAC 3-04, at p. 11-12) As discussed above, the publishing agreements at issue here and in contrast to the publishing agreements at issue in both *Kilcher* and *Bautista* contemplate future creative services and therefore implicate the Act.

**2. "Managers Negotiate Publishing Deals"**

13. Respondent argues in his post-trial brief that "the business of music publishing involve the management of the intellectual property of music composers and songwriters. Among the various tasks a publisher performs for an artist are the registration of copyrights in songs, clearing songs for public performances, issuing mechanical licenses to record companies to reproduce a composition on records and CDs, licensing music streaming services, movies, TV and advertising, collecting fees and royalties for authorized uses and sometimes instituting legal action for the unauthorized use of a composition. While music publishing companies perform complicated, specialized tasks necessary for composers and songwriters, they do not get involved in the business of procuring performances or employment for musicians. … Advising, arranging and negotiating music publishing deals is the work of business managers and entertainment attorneys."

14. Respondent's contentions, as stated immediately above, may or may not be true but DORN fails to address the facts here. The publishing contracts not only contemplate but rather require the completion of **"at least four and one half (4.5) newly written, previously unreleased 100% 'Subject Compositions.'"** The artist stands to receive a substantial sum of money for future creative services. We cannot ignore the substance of the transaction simply because it is titled a publishing deal. That would be to

ignore substance over form. This we cannot do. If as DORN argues, every act of promising, attempting or procuring publishing deals by managers should be exempt from the Act's licensing requirements; this is a job for the legislature. As discussed below, managers have attempted to have the negotiation of publishing agreements exempt from the Act but those efforts were unsuccessful.

**3. Recording Contract Exemption and Efforts to Exempt Publishing Contracts**

15. Labor Code section 1700.4(b) exempts the activities of "procuring, offering, or promising to procure recording contracts for an artist or artists…" from the definition of a "talent agency." In *Chinn v. Tobin* (1997) TAC No. 17-96 at page 6, fn. 1, we concluded that the exemption does not expressly extend to the procurement of music publishing contracts or songwriting services. As we explained,

> "…The Talent Agencies Act has long been construed by the courts as a remedial statute intended for the protection of artists. "[T]he clear object of the Act is to prevent improper persons from being [talent agents] and to regulate such activity for the protection of the public…." *Buchwald v. Superior Court* (1967) 254 Cal.App.2d 347, 351. See also *Waisbren v. Peppercorn Productions* (1995) 41 Cal.App.4th 246. As with all remedial legislation, exemptions must be narrowly construed and cannot be extended beyond their express provisions. To do otherwise would defeat the remedial purpose of the legislation.
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> Respondent argues, however, that the rights granted him under the music publishing provision of the Artist Agreement are expressly defined to include only those musical compositions that are "recorded by [Petitioners] under this [Artist] Agreement" and that these music publishing rights were therefore dependent upon and "merely incidental to" the recording contract, and thus, that these music publishing rights fall within the statutory exemption for recording contracts. This argument ignores the fact that music publishing and recording are two separate endeavors, that musicians who

> compose and record their own songs may have separate music publishing and recording contracts, that there are recording artists who are not songwriters, and that there are songwriters who are not recording artists. We therefore conclude that music publishing and songwriting does not fall within the recording contract exemption, regardless of whether the right to publish an artist's music is limited only to compositions that are contained on that artist's record.

16. The legislative history for the "recording contract exemption," supports our conclusion in *Chinn* that musical publishing contracts and songwriting services do not fall within the "recording contract exemption." During the 1977-1978 Legislative Session, Assembly Bill 2535 ("AB 2535") (Chap. 1382, Stats. 1978), which was eventually adopted as the Talent Agencies Act of 1978, was introduced in order to bring Booking Agents, including Musician Booking Agencies and Personal Managers, under the jurisdiction of the Labor Commissioner; to change the name of the Act and definition of Artists' Manager to Talent Agencies; and to license Personal Managers. (See *Max Herman, President, American Federation of Musicians, Local 47 – February 27, 1978 Press Release* included in Legislative History for AB 2535). In the bill, a "talent agency" was defined "to be a person or corporation who engaged in the occupation of procuring, offering, promising, or attempting to procure employment or engagements for an artist or artists. Talent agencies may, in addition, counsel, or direct artists in the development of their professional careers." (See *Assembly Bill Final History for AB 2535, p.5, included in Legislative History for AB 2535*). During the legislative session, the Conference of Personal Managers proposed several amendments to the bill including the following: **"Any person may procure for an artist** an agreement for "recording, producing, manufacturing, distributing or selling records or tapes or **any agreement for the composing or publishing of musical compositions."** (See *Testimony before The Assembly Standing Committee for Labor, Employment and Consumer Affairs on April 25, 1978, p. 180* included in Legislative History for AB 2535) (Emphasis added). The final

bill did not include this proposed amendment. In 1982, however, the Act was amended by Assembly Bill 997 to adopt several of the proposed amendments previously put forth by the Conference of Personal Managers. Significantly, the definition of "talent agent" was amended to provide that "the activities of procuring, offering, or promising to procure recording contracts for an artist or artists shall not of itself subject a person or corporation to regulation or licensing under this chapter." (See *Report of the California Entertainment Commission dated 5/23/1985*, p. 9 included in Legislative History for AB 2535). The Legislature rejected the Conference of Personal Manager's request to broaden the definition to include "producing, manufacturing, distributing or selling records or tapes or any agreement for the composing or publishing of musical compositions." Consequently, its intent to limit the exemption to "recording," is clear.

17. Based on the Legislative History for the "recording contract exemption," as well as our prior decision in *Chinn*, we also hold in this case that the exemption is narrowly interpreted and does not included publishing contracts. Thus, Respondent's attempts to secure a publishing contract is not covered by the "recording contract" exemption. Had the legislature intended to exempt publishing contracts they had the opportunity to do so, but ultimately did not. To conclude, attempted procurement and negotiation of publishing deals that clearly contemplate future creative services without a talent agency license constitutes a violation of the Act. (*Yoakam v. Hartley* TAC 8774, p.12-15).

**B. Dorn's Actions Violated the TAA.**

18. The Talent Agencies Act is explicitly clear that any "attempt" to procure employment or engagements for an artist falls under the Act. (Cal. Labor Code §1700.4(a)). The Labor Commissioner has held that "initiating or attending meetings with executives in order to advertise the artist's talent and make them aware of the artist's availability violates the Act." *Cham v. Spencer/Cowings Entertainment, LLC,* (TAC 19-05, at p. 15) (citing *Anders v. D'Avola* (TAC 63-93) and *Bajer v. BNB Associates, Ltd.* (TAC 12-96)). The record is clear that DORN engaged in multiple communications and

in-person meetings with publishing companies with an eye toward receiving offers from those entities for TILLER. As evidenced by the deal memos/term sheets that were received shortly after those communications and meetings, the distinct possibility was "known to exist" that TILLER could be required to render services under any agreement entered into with these entities and as a result, DORN's acts violated the TAA. *Sebert v. DAS Communications, LTD.,* (TAC-19800, at p. 22). Since the clear object of the Act is to prevent improper persons from becoming [talent agents] and to regulate such activity for the protection of the public, a contract between an unlicensed artists' manager and an artist is void. (*Buchwald v. Superior Court* (Year) 254 Cal.App.2d 347.

**C. The Terms of the Management Agreement Violate the TAA.**

19. Moreover, the Talent Agencies Act also prohibits an unlicensed agent from "offering" or "promising" to procure employment or engagements for an artist. (Cal. Labor Code §1700.4). The terms of the Agreement evidence DORN's "offer" or "promise" to procure songwriting and production agreements for TILLER. (holding that DORN would "negotiate, counsel and confer with all individuals and entities desirous of engaging Bryson Tiller for his songwriting and production services … )." Other sections of the Agreement also establish that DORN promised or offered to attempt to procure appearances for TILLER, to handle requests for TILLER's "services," and to procure "engagements" for TILLER.

**D. Disgorgement**

20. On May 12, 2015, DORN was paid $60,000 for services rendered under the Agreement. TILLER seeks reimbursement of the $60,000 paid to DORN pursuant to the Agreement. TILLER argues TILLER brought this action within one year of DORN filing suit to recover compensation under the Agreement, which is itself a violation of the Act, therefore the Labor Commissioner has the authority to require DORN to reimburse TILLER for the amounts previously received under the illegal agreement. (*Id.* at p. 37)

21. Labor Code section 1700.44(c) provides that no action or proceeding shall be brought pursuant to [the Talent Agencies Act] with respect to any violation which is alleged to have occurred more than one year prior to the commencement of this action or proceeding. As a result, the Labor Commissioner has historically held that a request for affirmative relief must stem from a violation occurring within one-year prior to the filing of the petition.

22. TILLER filed his Petition to Determine Controversy on October 31, 2016, thereby limiting petitioner's request for affirmative relief to respondents' violations occurring after October 31, 2015. It was on May 12, 2015, DORN was paid $60,000 for services rendered under the Agreement. Having made no showing that TILLER paid commissions to DORN during the one-year period preceding the filing of the petition; TILLER is not entitled to his affirmative relief requested in the form of disgorgement of commissions. Respondent has no enforceable rights stemming from the Agreement.

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## ORDER

For the reasons set forth above, IT IS HEREBY ORDERED that:

1. The management contract between Petitioner TILLER and Respondent DORN is invalid and unenforceable under the Talent Agencies Act. Furthermore, DORN has no rights or entitlements to any monies arising from such engagements.
2. TILLER's request for disgorgement is denied.

**IT IS SO ORDERED.**

DATED: November 3, 2017

Respectfully submitted,

By: _____
DAVID L. GURLEY
Attorney for the Labor Commissioner

**ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER**

Dated: November 3, 2017

By: _____
JULIE A. SU
State Labor Commissioner

**PROOF OF SERVICE**

**STATE OF CALIFORNIA** )
) **S.S.**
**COUNTY OF LOS ANGELES** )

I, Lindsey Lara, declare and state as follows:

I am employed in the State of California, County of Los Angeles. I am over the age of eighteen years old and not a party to the within action; my business address is: 300 Oceangate, Suite 850, Long Beach, CA 90802.

On November 6, 2017, I served the foregoing document described as: **DETERMINATION OF CONTROVERSY,** on all interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Grahmn N. Morgan
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☒ **(BY CERTIFIED MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence shall be deposited with fully prepaid postage thereon for certified mail with the United States Postal Service this same day in the ordinary course of business at our office address in Long Beach, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☒ **(BY E-MAIL SERVICE)** I caused such document(s) to be delivered electronically via e-mail to the e-mail address of the addressee(s) set forth above.

☒ **(STATE)** I declare under penalty of perjury, under the laws of the State of California that the above is true and correct.

Executed this 6 day of November 2017, at Long Beach, California.

Lindsey Lara
Declarant