

Case assigned to Judge Mitchell H. Yee

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ALAN ROSENBERG, ANNE-MARIE JOHNSON,
14 DIANE LADD and KENT MCCORD

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF LOS ANGELES

17 BC406900

18 ALAN ROSENBERG, ANNE-MARIE
JOHNSON, DIANE LADD and KENT
19 MCCORD, individually and derivatively
on behalf of the SCREEN ACTORS
20 GUILD,

Case No. _____

COMPLAINT For Injunctive Relief

21 Plaintiffs,
22 vs.

23 ADAM ARKIN, MOLLY BALLARD,
MARK BLUM, AMY BRENNEMAN,
JOHN CARTER BROWN, SUZANNE
24 BURKHEAD, TOM CHANTLER, PAUL
CHRISTIE, DAVE COREY, ROY
25 COSTLEY, REBECCA DAMON,
MAUREEN DONNELLY, CECE
26 DUBOIS, NANCY DUERR, ABBY
DYLAN, MORGAN FAIRCHILD, SAM
27 FREED, STEVE FIRED, NANCY
GILES, TRACI GODFREY, DAVID-
28 HARTLY-MARGOLIN, TOD HISSONG,

CIT/CASE: BC406900 LEA/DEF#:
RECEIPT #: 02118722093
DATE PAID: 02/03/09 09:09:28 AM
PAYMENT: \$350.00 0310
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CARD:

1 MIKE HODGE, KEN HOWARD,
2 JAMES HUSTON, JIM HUTCHISON,
3 ED KELLY, ART LYNCH, RICHARD
4 MASUR, MARY MCDONALD-LEWIS,
5 HELEN MCNUTT, BILL MOOTOS,
6 SUE-ANNE MORROW, DEBRA
7 NELSON, PAMELA REED, SAM
8 ROBARDS, STEPHEN SCHMIDT,
9 MATT SERVITTO, KATE WALSH,
10 SHARON WASHINGTON, LIZ ZAZZI,
11 the SCREEN ACTORS GUILD, and
12 DOES 1 through 20, inclusive

13 Defendants.

14 Plaintiffs Alan Rosenberg, Anne-Marie Johnson, Kent McCord and Diane Ladd,
15 individually and derivatively on behalf of the Screen Actors Guild ("SAG") (collectively,
16 "Plaintiffs") allege as follows:

17 NATURE OF THE ACTION

18 1. Contrary to first principles of corporate democracy – including associational
19 rights to notice, to debate, to vote and to collectively decide governance matters – and in
20 violation of California law, certain members of the SAG National Board of Directors
21 unilaterally co-opted and replaced SAG's duly-elected leadership of SAG.

22 2. This action seeks judicial intervention to restore to SAG its democratically
23 elected leadership, and to immediately enjoin those individuals claiming to hold SAG
24 leadership positions from taking any actions on SAG's behalf.

25 THE PARTIES

26 3. Plaintiff Alan Rosenberg is, and at all relevant times was, a resident of the
27 State of California, County of Los Angeles, serving as the President for, member of the
28 National Board of Directors and a member of SAG.

4. Plaintiff Anne-Marie Johnson is, and at all relevant times was, a resident of
the State of California, County of Los Angeles, serving as the First Vice President for,
member of the National Board of Directors and a member of SAG.

1 5. Plaintiff Kent McCord is, and at all relevant times was, a resident of the
2 State of California, County of Los Angeles, serving as a member of SAG's National
3 Board of Directors, duly elected by the SAG Hollywood Division, as well as a SAG
4 member.

5 6. Plaintiff Diane Ladd is, and at all relevant times was, a resident of the State
6 of California, County of Los Angeles, serving as a member of SAG and of its Board of
7 Directors, duly elected by the SAG Hollywood Division.

8 7. Plaintiffs are informed and believe, and based thereon alleges, that
9 defendant Adam Arkin is a resident of a state unknown, and is a member of SAG and
10 serving as a member of its Board of Directors.

11 8. Plaintiffs are informed and believes, and based hereon alleges, that
12 defendant Molly Ballard, is a resident of a state unknown, and is a member of SAG and
13 serving as a member of its Board of Directors.

14 9. Plaintiffs are informed and believe, and based hereon allege, that
15 defendant Mark Blum, is a resident of a state unknown, and is a member of SAG and
16 serving as a member of its Board of Directors.

17 10. Plaintiffs are informed and believe, and based hereon allege, that
18 defendant Amy Brenneman, is a resident of a state unknown, and is a member of SAG
19 and serving as a member of its Board of Directors.

20 11. Plaintiffs are informed and believe, and based hereon allege, that
21 defendant John Carter Brown, is a resident of a state unknown, and is a member of SAG
22 and serving as a member of its Board of Directors.

23 12. Plaintiffs are informed and believe, and based hereon allege, that
24 defendant Suzanne Burkhead, is a resident of a state unknown, and is a member of
25 SAG and serving as a member of its Board of Directors.

26 13. Plaintiffs are informed and believe, and based hereon allege, that
27 defendant Tom Chantler, is a resident of a state unknown, and is a member of SAG and
28 serving as a member of its Board of Directors.

1 14. Plaintiffs are informed and believe, and based hereon allege, that
2 defendant Paul Christie, is a resident of a state unknown, and is a member of SAG and
3 serving as a member of its Board of Directors.

4 15. Plaintiffs are informed and believe, and based hereon allege, that
5 defendant Dave Corey, is a resident of a state unknown, and is a member of SAG and
6 serving as a member of its Board of Directors.

7 16. Plaintiffs are informed and believe, and based hereon allege, that
8 defendant Roy Costley, is a resident of a state unknown, and is a member of SAG and
9 serving as a member of its Board of Directors.

10 17. Plaintiffs are informed and believe, and based hereon allege, that
11 defendant Rebecca Damon, is a resident of a state unknown, and is a member of SAG
12 and serving as a member of its Board of Directors.

13 18. Plaintiffs are informed and believe, and based hereon allege, that
14 defendant Maureen Donnelly, is a resident of a state unknown, and is a member of SAG
15 and serving as a member of its Board of Directors.

16 19. Plaintiffs are informed and believe, and based hereon allege, that
17 defendant Cece Dubois, is a resident of a state unknown, and is a member of SAG and
18 serving as a member of its Board of Directors.

19 20. Plaintiffs are informed and believe, and based hereon allege, that
20 defendant Nancy Duerr, is a resident of a state unknown, and is a member of SAG and
21 serving as a member of its Board of Directors.

22 21. Plaintiffs are informed and believe, and based hereon allege, that
23 defendant Abby Dylan, is a resident of a state unknown, and is a member of SAG and
24 serving as a member of its Board of Directors.

25 22. Plaintiffs are informed and believe, and based hereon allege, that
26 defendant Morgan Fairchild, is a resident of a state unknown, and is a member of SAG
27 and serving as a member of its Board of Directors.

28 23. Plaintiffs are informed and believe, and based hereon allege, that

1 defendant Sam Freed, is a resident of a state unknown, and is a member of SAG and
2 serving as a member of its Board of Directors.

3 24. Plaintiffs are informed and believe, and based hereon allege, that
4 defendant Steve Fired, is a resident of a state unknown, and is a member of SAG and
5 serving as a member of its Board of Directors.

6 25. Plaintiffs are informed and believe, and based hereon allege, that
7 defendant Nancy Giles, is a resident of a state unknown, and is a member of SAG and
8 serving as a member of its Board of Directors.

9 26. Plaintiffs are informed and believe, and based hereon allege, that
10 defendant Traci Godfrey, is a resident of a state unknown, and is a member of SAG and
11 serving as a member of its Board of Directors.

12 27. Plaintiffs are informed and believe, and based hereon allege, that
13 defendant David-Hartly-Margolin, is a resident of a state unknown, and is a member of
14 SAG and serving as a member of its Board of Directors.

15 28. Plaintiffs are informed and believe, and based hereon allege, that
16 defendant Todd Hissong, is a resident of a state unknown, and is a member of SAG and
17 serving as a member of its Board of Directors.

18 29. Plaintiffs are informed and believe, and based hereon allege, that
19 defendant Mike Hodge, is a resident of a state unknown, and is a member of SAG and
20 serving as a member of its Board of Directors.

21 30. Plaintiffs are informed and believe, and based hereon allege, that
22 defendant Ken Howard, is a resident of a state unknown, and is a member of SAG and
23 serving as a member of its Board of Directors.

24 31. Plaintiffs are informed and believe, and based hereon allege, that
25 defendant James Huston, is a resident of a state unknown, and is a member of SAG and
26 serving as a member of its Board of Directors.

27 32. Plaintiffs are informed and believe, and based hereon allege, that
28 defendant Jim Hutchison, is a resident of a state unknown, and is a member of SAG and

1 serving as a member of its Board of Directors.

2 33. Plaintiffs are informed and believe, and based hereon allege, that
3 defendant Ed Kelly, is a resident of a state unknown, and is a member of SAG and
4 serving as a member of its Board of Directors.

5 34. Plaintiffs are informed and believe, and based hereon allege, that
6 defendant Art Lynch, is a resident of a state unknown, and is a member of SAG and
7 serving as a member of its Board of Directors.

8 35. Plaintiffs are informed and believe, and based hereon allege, that
9 defendant Richard Masur, is a resident of a state unknown, and is a member of SAG and
10 serving as a member of its Board of Directors.

11 36. Plaintiffs are informed and believe, and based hereon allege, that
12 defendant Mary McDonald-Lewis, is a resident of a state unknown, and is a member of
13 SAG and serving as a member of its Board of Directors.

14 37. Plaintiffs are informed and believe, and based hereon allege, that
15 defendant Helen McNutt, is a resident of a state unknown, and is a member of SAG and
16 serving as a member of its Board of Directors.

17 38. Plaintiffs are informed and believe, and based hereon allege, that
18 defendant Bill Mootos, is a resident of a state unknown, and is a member of SAG and
19 serving as a member of its Board of Directors.

20 39. Plaintiffs are informed and believe, and based hereon allege, that
21 defendant Sue-Anne Morrow, is a resident of a state unknown, and is a member of SAG
22 and serving as a member of its Board of Directors.

23 40. Plaintiffs are informed and believe, and based hereon allege, that
24 defendant Debra Nelson, is a resident of a state unknown, and is a member of SAG and
25 serving as a member of its Board of Directors.

26 41. Plaintiffs are informed and believe, and based hereon allege, that
27 defendant Pamela Reed, is a resident of a state unknown, and is a member of SAG and
28 serving as a member of its Board of Directors.

1 42. Plaintiffs are informed and believe, and based hereon allege, that
2 defendant Sam Robards, is a resident of a state unknown, and is a member of SAG and
3 serving as a member of its Board of Directors.

4 43. Plaintiffs are informed and believe, and based hereon allege, that
5 defendant Stephen Schmidt, is a resident of a state unknown, and is a member of SAG
6 and serving as a member of its Board of Directors.

7 44. Plaintiffs are informed and believe, and based hereon allege, that
8 defendant Matt Servitto, is a resident of a state unknown, and is a member of SAG and
9 serving as a member of its Board of Directors.

10 45. Plaintiffs are informed and believe, and based hereon allege, that
11 defendant Kate Walsh, is a resident of a state unknown, and is a member of SAG and
12 serving as a member of its Board of Directors.

13 46. Plaintiffs are informed and believe, and based hereon allege, that
14 defendant Sharon Washington, is a resident of a state unknown, and is a member of
15 SAG and serving as a member of its Board of Directors.

16 47. Plaintiffs are informed and believe, and based hereon allege, that
17 defendant Liz Zazzl, is a resident of a state unknown, and is a member of SAG and
18 serving as a member of its Board of Directors.

19 48. Nominal defendant Screen Actors Guild is a non-profit corporation duly
20 organized under the laws of the State of California with its principal place of business
21 located in the County of Los Angeles, California.

22 49. Plaintiffs are unaware of the true names and capacities of defendants Does
23 1 through 20, inclusive, and therefore sue these defendants by such fictitious names.
24 Plaintiffs are informed and, based thereon, allege that each of the Doe Defendants bears
25 responsibility for the events and happenings herein referred to, and caused damage to
26 Plaintiffs as herein alleged. When the true names and capacities of defendants DOES 1
27 through 20, inclusive, have been ascertained, Plaintiffs will amend the complaint to set
28 forth such facts. Defendants and DOES 1 through 20 are referred to herein collectively

1 as "Defendants."

2 50. At some or all of the times mentioned herein, one or more of the
3 Defendants acted as the agent and/or employee of one or more of the other Defendants
4 and, in performing the acts herein complained of, acted within the course and scope of
5 any such agency and/or employment.
6

7 **FACTS COMMON TO ALL CLAIMS**

8 51. SAG came into existence as a not-for-profit corporation in accordance with
9 the laws of California in or about July 1933, and has since endeavored to represent
10 zealously the interests of performing artists in the motion picture industry, seeking to
11 ensure fair and constructive terms and conditions of work and revenue in one of
12 America's leading industries at home and abroad.

13 52. SAG's executive branch includes President Alan Rosenberg, Secretary-
14 Treasurer Connie Stevens, First Vice President Anne-Marie Johnson, Second Vice
15 President Sam Freed, and Third Vice President David Hartley-Margolin.

16 53. Pursuant to Article V, Section 1 of SAG's Constitution and By-laws, the
17 National Board of Directors (the "Board") constitutes SAG's governing body. Currently
18 there are seventy-one (71) members of the Board, inclusive of the above executives.
19 Although each member of the Board is permitted to vote, under Article V, Sec. 1(F) of
20 the Constitution and By-laws, voting is weighted to reflect membership in order to
21 democratically represent membership. By way of example, the 71 members of the
22 Board have a total of 141.73 votes. Although the Hollywood Division has 33 members
23 on the Board which comprises 46.48% of the members, it in fact comprises 75.438
24 votes, or 53.23% of the total votes on the Board.

25 54. Under Article V, Section 1 (J)(1) and (3), the Board meets four times
26 annually "unless otherwise determined by a two-thirds vote of the Board of Directors"
27 and only upon "no less than three business days notice."

28 55. In keeping with the custom and practice of SAG's Board, issues of

1 substance affecting SAG members have been debated fully by SAG's Board, pursuant
2 to proper notice give to all members of the Board, so that all points of view can be aired
3 and considered, and all membership representatives provided an opportunity to be
4 heard and to cast reasoned and informed votes.

5 56. In 2008, the National Executive Director and Chief Negotiator for SAG, Mr.
6 Doug Allen, engaged in serious negotiations with employers, e.g., studios and
7 producers, for a TV/Theatrical contract. During that time, Mr. Allen worked with a
8 TV/Theatrical Committee, duly constituted to reflect the full national membership and all
9 SAG divisions –including the minority Regional Divisions – in accordance with SAG's
10 Committee Guidelines. These negotiations proved exceptionally challenging because of
11 the need to protect performers' rights and earnings in light of the "new media" electronic
12 formats rapidly supplanting standard motion picture and television mediums.

13 57. On or about January 26, 2009, SAG General Counsel Duncan Crabtree-
14 Ireland publicized that a bare majority of 52.52% of the Board allegedly passed a motion
15 by "written assent," a procedure constituting a radical departure from the means by
16 which SAG has consistently addressed issues and engaged in the negotiations with
17 employers.

18 58. The authors of the Written Assent deliberately contacted only those Board
19 Members who agreed with them or whom they believed could be persuaded if deprived
20 of the counter arguments by other Board Members. Thus, SAG's members were
21 deprived not only of the views of Board Members who did not agree with the Written
22 Assent, but also of Board Members who, if allowed to hear all sides of the issues, likely
23 would not have approves of the resolutions in the Written Assent. At a minimum,
24 members are entitled to have their elected representatives address and consider such
25 important issues – such as the terms and conditions of the members' very livelihood – a
26 right which has been and continues to be unlawfully denied by Defendants.

27 59. The Written Assent dispensed with the need for prior notice or actual Board
28 meeting, discharged Mr. Allen from his position, and disbanded the TV/Theatrical

1 Committee. In their place, the Written Assent appointed David White as National
2 Executive Director and John McGuire as Chief Negotiator. In addition, the Written
3 Assent replaced the duly-constituted TV/Theatrical Committee with a non-representative
4 "Taskforce" of only ten (10) members. Replacing the full Committee with a limited
5 Taskforce deprives SAG members of their right to full representation.

6 60. The Written Assent is fundamentally flawed for a variety of reasons:

7 a. at least thirty (30) of the seventy-one (71) members of the Board
8 were never contacted regarding the Written Assent or any of its resolutions. Indeed,
9 twenty-seven (27) members of the Hollywood Division Board members were not given
10 notice of the motion presented for "written assent" constituted 43.54% of the total Board
11 votes. The authors of the Written Assent thus deliberately bypassed at least thirty (30)
12 Board Members who could not even consider the propriety of these issues, including
13 Board Members and SAG President Alan Rosenberg, Secretary-Treasurer Connie
14 Stevens and First Vice-President Anne-Marie Johnson.

15 b. the forty-one (41) purported assents fall far short of the two-thirds
16 vote required for a special meeting set forth in Article V, Sec 1 (J)(1) and (3) of the SAG
17 Constitution and By-laws. Thus, the Written Assent purports to hold a meeting *in*
18 *absentia* without notice or approval of the requisite number of Board Members.

19 c. although the Written Assent purports to rely on Constitution Article
20 V, Sec. 1(J)(4), that provision by its terms does not override the notice and two-thirds
21 requirements of the Constitution. Subparagraph (4) expressly makes written assents
22 subject to the higher percentages required by the Constitution, including Paragraphs (1)
23 "a two-thirds vote" and (3) two-thirds vote "or by written consent of two-thirds of the
24 Board," and the use of written consents in such a manner is contrary to all SAG custom
25 and practice.

26 d. the California law under which SAG was organized requires
27 unanimous approval of a non-profit corporation's directors before a written consent, in
28 lieu of a noticed meeting, may be utilized. SAG members intend for their representatives

1 and SAG to comply with the law in all respects, especially on fundamental principles of
2 self-government, and the Written Assent fails to meet the demands of SAG members or
3 of governing law.

4 61. At present, the authors of the Written Assent are moving to effect their
5 resolutions, negotiate without lawful authorization, and deprive SAG's members of full
6 representation.

7 62. Defendants White and McGuire and the Task Force claim to represent and
8 bind SAG, notwithstanding their lack of lawful authority. Unless they are enjoined
9 immediately, SAG and its members will be irreparably harmed.

10 63. A meeting of the Task Force in place of the fully duly-constituted
11 TV/Theatrical Negotiating Committee was held on February 2, 2009, during which they
12 discussed and determined "SAG's" negotiation position regarding the terms of
13 employment of all of the SAG members who would be bound by any agreement entered
14 into the employers. The Task Force does not reflect the numbers of members nor
15 composition from SAG's various divisions adhered to by SAG pursuant to its rules and
16 procedures prior to the Written Assent.

17 64. A negotiating meeting with employers was -- until abruptly postponed on
18 the night of February 2, 2009 -- scheduled to convene February 3, 2009.

19 65. SAG members will suffer irreparable harm if Defendants and/or the Task
20 Force negotiate for them. The authors of the Written Assent are amenable to terms that
21 Chief Negotiator Allen and the full duly-constituted Committee would not accept because
22 they deemed such terms hostile to the best interests of SAG and its members. Should
23 the unauthorized Negotiator and Task Force entertain, let alone agree to such terms,
24 employers will claim SAG bound thereby or, at a minimum, be encouraged to pursue
25 such terms to the detriment of SAG and its members.

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DERIVATIVE CLAIM ALLEGATIONS

66. Plaintiffs bring this action directly and derivatively on behalf of SAG to redress the injuries suffered by the organization as a direct result of Defendants' violations of the state laws, and SAG's Constitution and By-laws, as alleged herein.

67. Plaintiffs filed this litigation without providing notice as notice was futile. Defendants have demonstrated their unwillingness and/or inability to act in compliance with their fiduciary obligations and/or to sue themselves and/or their fellow directors and allies in the top ranks of the corporation for the violations of law complained of herein.

FIRST CAUSE OF ACTION

BREACH OF FIDUCIARY DUTY

(Against All Defendants)

68. Plaintiffs incorporate by reference paragraphs 1 through 67, inclusive, as though set forth in full herein.

69. Defendants owed Plaintiffs the highest fiduciary duty of good faith, fair dealing, loyalty and due care.

70. Defendants breached their fiduciary duties to Plaintiffs by failing to exercise reasonable care, and by engaging in acts that flouted California law, including California Corporations Code section 7211(b), which provides that "[a]n action required or permitted to be taken by the board may be taken without a meeting, *if all members of the board shall individually or collectively consent in writing to that action.* The written consent or consents shall be filed with the minutes of the proceedings of the board."

71. Plaintiffs are informed and believe, and based thereon allege, that, as a direct and proximate result of Defendants' wrongful conduct, Plaintiffs have been injured in a manner remediable only by the issuance of injunctive relief.

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SECOND CAUSE OF ACTION
VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE
§§ 17200, ET SEQ.
(Against All Defendants)

72. Plaintiffs incorporate by reference paragraphs 1 through 71, inclusive, as though set forth in full herein.

73. Plaintiffs are informed and believe, and based thereon allege, that Defendants' wrongful conduct alleged above constitutes unlawful, unfair, and/or fraudulent business acts or practices in violation of California *Business and Professions Code* §§ 17200, *et seq.*

74. As a result of Defendants' above-described wrongful conduct, Defendants have engaged in wrongful conduct including, but not limited to:

- a. breaching fiduciary duties owed to Plaintiffs; and
- b. acting in contravention of California Corporations Code section 7211(b), which provides that "[a]n action required or permitted to be taken by the board may be taken without a meeting, *if all members of the board shall individually or collectively consent in writing to that action.* The written consent or consents shall be filed with the minutes of the proceedings of the board."

75. Defendants' wrongful conduct is ongoing and therefore presents a continuing threat of irreparable harm to Plaintiffs. There is no adequate remedy at law for Defendants' wrongful conduct. Plaintiffs are therefore entitled to a temporary restraining order, a preliminary injunction, and a permanent injunction as follows:

- a. Defendants, their respective employees, agents, servants, assigns, and those in active concert or participation with them, are barred from taking any action pursuant to the "written assent" circulated on January 26, 2009 via email to the members of the National Board of Directors of SAG, until and if the terms of that written assent are lawfully presented to and approved by a binding vote of the full SAG Board at a properly noticed and lawful Board meeting; and

1 b. Any actions already taken pursuant to and described in the "written
2 assent" are void, until and if the terms of that written assent are lawfully presented to and
3 approved by a vote of the full SAG Board at a properly noticed and lawful Board
4 meeting; and

5 c. Plaintiffs Alan Rosenberg, Anne-Marie Johnson, Diane Ladd and
6 Kent McCord are restored possession of all rights, duties and functions inhering in the
7 offices each held prior to the written assent; and

8 d. The "SAG Negotiation Taskforce" is prohibited from taking any
9 action on behalf of SAG, including but not limited to, negotiation of the TV/Theatrical
10 Agreement and Live Action Basic Cable Agreement.

11 WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

- 12 1. For the injunctive relief described above;
 - 13 2. For costs of suit incurred herein;
 - 14 3. For attorneys' fees;
 - 15 4. For such other and further relief as the Court may deem just and proper.
- 16
17

18 Dated: February 3, 2009

BROWNE WOODS GEORGE LLP
Eric M. George
Sonia Y. Lee
Keith J. Wesley

19
20
21 By 

Eric M. George

22
23 Attorneys for Plaintiffs Alan Rosenberg, Anne-Marie
24 Johnson, Kent McCord and Diane Ladd