PUBLIC MATTER

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STATE BAR COURT
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STATE BAR OF CALIFORNIA
OFFICE OF CHIEF TRIAL COUNSEL
GREGORY P. DRESSER, No. 136532
INTERIM CHIEF TRIAL COUNSEL
MELANIE J. LAWRENCE, No. 230102
ASSISTANT CHIEF TRIAL COUNSEL
ANTHONY J. GARCIA, No. 171419
SUPERVISING SENIOR TRIAL COUNSEL
DREW MASSEY, No. 244350
DEPUTY TRIAL COUNSEL
845 South Figueroa Street
Los Angeles, California 90017-2515
Telephone: (213) 765-1204

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of: DAVID Q. MEYER, No. 287761, A Member of the State Bar.	Case Nos. 15-O-15106; 15-O-15107; 15-O-15108; 15-O-15543 FIRST AMENDED NOTICE OF DISCIPLINARY CHARGES

NOTICE - FAILURE TO RESPOND!

IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT THE STATE BAR COURT TRIAL:

(1) YOUR DEFAULT WILL BE ENTERED;
(2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU WILL NOT BE PERMITTED TO PRACTICE LAW;
(3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION AND THE DEFAULT IS SET ASIDE, AND;
(4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE. SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN ORDER RECOMMENDING YOUR DISBARMENT WITHOUT FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ., RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

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The State Bar of California alleges:

JURISDICTION

1. DAVID Q. MEYER ("Respondent") was admitted to the practice of law in the State of California on December 10, 2012, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

ALLEGATIONS AS TO ALL COUNTS

2. On or about May 15, 2015, Respondent entered into an agreement with Ford and Weinberg, an escrow company. Specifically, Respondent agreed to act as the "Escrow Trust Account Manager" for Ford and Weinberg. Respondent and Ford and Weinberg agreed that their relationship would not be an attorney/client relationship and that Ford and Weinberg was not a client of Respondent.

3. Pursuant to the agreement, Respondent would accept funds into his client trust account that Ford and Weinberg had agreed to hold in escrow for third parties. Respondent would act as escrow holder and then transfer the funds to other bank accounts at Ford and Weinberg's direction. Respondent's primary point of contact with Ford and Weinberg was Michael Goldham.

4. In each case herein, a third party entered into an escrow agreement with Ford & Weinberg in which the third party would deposit a sum of money to be held in escrow with Respondent, and those funds would not be disbursed until the occurrence of specified events or with the mutual consent of the parties.

5. At all relevant times, Respondent never learned, sought to learn, or took any action to learn the terms of the escrow agreements which governed the funds that he held in trust.

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COUNT ONE

Case No. 15-O-15106
Business and Professions Code, section 6068(a)
[Failure to Obey Laws – Breach of Fiduciary Duty]

6. *On or about July 31, 2015, Respondent, acting in his capacity as escrow holder for a* transaction between Parray & Wallen Group, Inc. ("Parray & Wallen") and Cal & Schwartz, received $102,500 from George Arslanian, Parray & Wallen's attorney, which was deposited into Respondent's client trust account held at Wells Fargo, bearing account number XXXXXX4212. As the holder of escrow funds, Respondent owed a fiduciary duty to Parry & Wallen and Cal & Schwartz. Pursuant to the Collateral Issuance Agreement and Memorandum of Understanding governing the transaction between Parry & Wallen and Ford and Weinberg, Respondent could not disburse any portion of the $102,500 prior to the occurrence of any of the certain specified events in the agreement or without the mutual consent of the parties. On or about August 4, 2015, Respondent, prior to the occurrence of any of the certain specified events in the agreement and without the mutual consent of the parties, disbursed the held funds by paying $1,025 to himself, deducting wire transfer fees, and transferring $96,104.60 to Bank of Oklahoma account number XXXXXX041. On August 26, 2015 Respondent, prior to the occurrence of any of the certain specified events in the agreement and without the mutual consent of the parties, deducted fees and disbursed an additional $5,280.40 of the funds received from Mr. Arslanian to HSBC account number XXXXX613. In doing the aforementioned, Respondent mishandled and failed to safeguard the $102,500 entrusted to him as escrow agent breaching Respondent's fiduciary duty owed to Parray & Wallen. By breaching fiduciary duties owed to Parray and Wallen, Respondent failed to support the Constitution and laws of the United States and of this state, in willful violation of Business and Professions Code section 6068(a).

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COUNT TWO

Case No. 15-O-15106
Business and Professions Code, section 6106
[Moral Turpitude – Breach of Fiduciary Duties]

7. On or about July 31, 2015, Respondent, acting in his capacity as escrow holder for a transaction between Parray & Wallen Group, Inc. ("Parray & Wallen") and Cal & Schwartz, received $102,500 from George Arslanian, Parray & Wallen's attorney, which was deposited into Respondent's client trust account held at Wells Fargo, bearing account number XXXXXX4212. As the holder of escrow funds, Respondent owed a fiduciary duty to Parry & Wallen and Cal & Schwartz. Pursuant to the Collateral Issuance Agreement and Memorandum of Understanding governing the transaction, Respondent could not disburse any portion of the $102,500 prior to the occurrence of any of the certain specified events in the agreement or without the mutual consent of the parties. On or about August 4, 2015 and August 26, 2015, Respondent, prior to the occurrence of any of the certain specified events in the agreement and without the mutual consent of the parties, dishonestly or grossly negligently breached his fiduciary duties by transferring the funds he held in escrow and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

COUNT THREE

Case No. 15-O-15106
Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

8. On or about July 31, 2015, Respondent, acting in his capacity as escrow holder for a transaction between Parray & Wallen Group, Inc. ("Parray & Wallen") and Cal & Schwartz, received $102,500 from George Arslanian, Parray & Wallen's attorney, which was deposited into Respondent's client trust account held at Wells Fargo, bearing account number XXXXXX4212. Pursuant to the Collateral Issuance Agreement and Memorandum of Understanding governing the transaction, Respondent could not disburse any portion of the $102,500 prior to the occurrence of any of the certain specified events in the agreement or

without the mutual consent of the parties. Also, Respondent was required to maintain at least $102,500 in his Wells Fargo CTA on behalf of Parray and Wallen. Between on or about August 4, 2015 and on or about August 26, 2015 Respondent withdrew and/or transferred all $102,500 from his client trust account. Respondent failed to maintain the $102,500 in entrusted funds held in Respondent's client trust account, in willful violation of Rules of Professional Conduct, rule 4-100(A).

COUNT FOUR

Case No. 15-O-15107
Business and Professions Code, section 6068(a)
[Failure to Obey Laws – Breach of Fiduciary Duty]

9. On or about May 19, 2015, Respondent, acting in his capacity as escrow holder for a transaction between Hayside Consulting Limited ("Hayside Consulting") and Cal & Schwartz, received $12,482 from Hayside Consulting, which was deposited into Respondent's client trust account held at Wells Fargo, bearing account number XXXXXX4212. From on or about May 27, 2015 through on or about May 28, 2015, Hayside Consulting transmitted an additional $89,964 into Respondent's client trust account for a total escrow deposit of $102,446. As the holder of escrow funds, Respondent owed a fiduciary duty to Hayside Consulting and Cal & Schwartz. Pursuant to the Collateral Issuance Agreement and Memorandum of Understanding governing the transaction, Respondent could not disburse any portion of the funds prior to the occurrence of any of the certain specified events in the agreement or without the mutual consent of the parties. On or about May 21, 2015, Respondent, prior to the occurrence of any of the certain specified events in the agreement and without the mutual consent of the parties, deducted fees and disbursed a portion of the held funds by transferring $11,342.98 to Bank of Oklahoma account number XXXXXX041. On May 29, 2015 Respondent, prior to the occurrence of any of the certain specified events in the agreement and without the mutual consent of the parties, deducted fees and disbursed an additional $78,604.39 of the funds received from Hayside Consulting to the same Bank of Oklahoma account. On June 1, 2015, Respondent deducted fees and made a wire transfer in the amount of $4,900 to an account at HSBC and further took $3,000 for himself. On June 5, 2015, Respondent deducted fees and

made another wire transfer in the amount of $4,445.63 to the Bank of Oklahoma account. In doing the aforementioned, Respondent mishandled and failed to safeguard the $102,446 entrusted to him as escrow agent breaching Respondent's fiduciary duty owed to Hayside Consulting. By breaching fiduciary duties owed to Hayside Consulting, Respondent failed to support the Constitution and laws of the United States and of this state, in willful violation of Business and Professions Code section 6068(a).

COUNT FIVE

Case No. 15-O-15107
Business and Professions Code, section 6106
[Moral Turpitude – Breach of Fiduciary Duties]

10. On or about May 19, 2015, Respondent, acting in his capacity as escrow holder for a transaction between Hayside Consulting Limited ("Hayside Consulting") and Cal & Schwartz, received $12,482 from Hayside Consulting, which was deposited into Respondent's client trust account held at Wells Fargo, bearing account number XXXXXX4212. From on or about May 27, 2015 through on or about May 28, 2015, Hayside Consulting transmitted an additional $89,964 into Respondent's client trust account for a total escrow deposit of $102,446. As the holder of escrow funds, Respondent owed a fiduciary duty to Hayside Consulting and Cal & Schwartz. Pursuant to the Collateral Issuance Agreement and Memorandum of Understanding governing the transaction, Respondent could not disburse any portion of the funds prior to the occurrence of any of the certain specified events in the agreement or without the mutual consent of the parties. On or about May 21, 2015, May 29, 2015, June 1, 2015, and June 5, 2015, Respondent, prior to the occurrence of any of the certain specified events in the agreement and without the mutual consent of the parties, dishonestly or grossly negligently breached his fiduciary duties by transferring the funds he held in escrow and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

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COUNT SIX

Case No. 15-O-15107
Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

11. On or about May 19, 2015, Respondent, acting in his capacity as escrow holder for a transaction between Hayside Consulting Limited ("Hayside Consulting") and Cal & Schwartz, received $12,482 from Hayside Consulting, which was deposited into Respondent's client trust account held at Wells Fargo, bearing account number XXXXXX4212. From on or about May 27, 2015 through on or about May 28, 2015, Hayside Consulting transmitted an additional $89,964 into Respondent's client trust account for a total escrow deposit of $102,446. Pursuant to the Collateral Issuance Agreement and Memorandum of Understanding governing the transaction, Respondent could not disburse any portion of the funds prior to the occurrence of any of the certain specified events in the agreement or without the mutual consent of the parties. Also, Respondent was required to maintain at least $102,446 in his Wells Fargo CTA on behalf of Hayside Consulting. Between on or about May 21, 2015 and on or about June 5, 2015 Respondent withdrew and/or transferred all $102,446 from his client trust account. Respondent failed to maintain the $102,446 in entrusted funds held in Respondent's client trust account, in willful violation of Rules of Professional Conduct, rule 4-100(A).

COUNT SEVEN

Case No. 15-O-15108
Business and Professions Code, section 6068(a)
[Failure to Obey Laws – Breach of Fiduciary Duty]

12. From on or about August 4, 2015 through on or about August 21, 2015, Respondent, acting in his capacity as escrow holder for a transaction between Amitkainth Limited ("Amitkainth") and Cal & Schwartz, received a total of $102,430 from Amitkainth, which was deposited into Respondent's client trust account held at Wells Fargo, bearing account number XXXXXX4212. As the holder of escrow funds, Respondent owed a fiduciary duty to Amitkainth and Cal & Schwartz. Pursuant to the Collateral Issuance Agreement and Memorandum of Understanding governing the transaction, Respondent could not disburse any

portion of the funds prior to the occurrence of any of the certain specified events in the agreement or without the mutual consent of the parties. On or about August 18, 2015, Respondent, prior to the occurrence of any of the certain specified events in the agreement and without the mutual consent of the parties, deducted fees and disbursed a portion of the held funds by transferring $10,495.96 to a BOK Financial Corporation ("BOKF") bank account. On August 24, 2015 Respondent, prior to the occurrence of any of the certain specified events in the agreement and without the mutual consent of the parties, deducted fees and disbursed an additional $84,673.89 of the funds received from Amitkainth to a BOKF bank account. On August 25, 2015, Respondent took a $1,000 "escrow fee" from the funds. On August 26, 2015, Respondent deducted fees and made a wire transfer in the amount of $4,896.41 to a BOKF bank account. In doing the aforementioned, Respondent mishandled and failed to safeguard the $102,430 entrusted to him as escrow agent breaching Respondent's fiduciary duty owed to Amitkainth. By breaching fiduciary duties owed to Amitkainth, Respondent failed to support the Constitution and laws of the United States and of this state, in willful violation of Business and Professions Code section 6068(a).

COUNT EIGHT

Case No. 15-O-15108
Business and Professions Code, section 6106
[Moral Turpitude – Breach of Fiduciary Duties]

13. From on or about August 4, 2015 through on or about August 21, 2015, Respondent, acting in his capacity as escrow holder for a transaction between Amitkainth Limited ("Amitkainth") and Cal & Schwartz, received a total of $102,430 from Amitkainth, which was deposited into Respondent's client trust account held at Wells Fargo, bearing account number XXXXXX4212. As the holder of escrow funds, Respondent owed a fiduciary duty to Amitkainth and Cal & Schwartz. Pursuant to the Collateral Issuance Agreement and Memorandum of Understanding governing the transaction, Respondent could not disburse any portion of the funds prior to the occurrence of any of the certain specified events in the agreement or without the mutual consent of the parties. On or about August 18, 2015, August

20, 2015, August 25, 2015, and August 26, 2015, Respondent, prior to the occurrence of any of the certain specified events in the agreement and without the mutual consent of the parties, dishonestly or grossly negligently breached his fiduciary duties by transferring the funds he held in escrow and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

COUNT NINE

Case No. 15-O-15108
Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

14. From on or about August 4, 2015 through on or about August 21, 2015, Respondent, acting in his capacity as escrow holder for a transaction between Amitkainth Limited ("Amitkainth") and Cal & Schwartz, received a total of $102,430 from Amitkainth, which was deposited into Respondent's client trust account held at Wells Fargo, bearing account number XXXXXX4212. Pursuant to the Collateral Issuance Agreement and Memorandum of Understanding governing the transaction, Respondent could not disburse any portion of the funds prior to the occurrence of any of the certain specified events in the agreement or without the mutual consent of the parties. Also, Respondent was required to maintain at least $102,430 in his Wells Fargo CTA on behalf of Amitkainth. Between on or about August 18, 2015 and on or about August 26, 2015 Respondent withdrew and/or transferred all $102,430 from his client trust account. Respondent failed to maintain the $102,430 in entrusted funds held in Respondent's client trust account, in willful violation of Rules of Professional Conduct, rule 4-100(A).

COUNT TEN

Case No. 15-O-15543
Business and Professions Code, section 6068(a)
[Failure to Obey Laws – Breach of Fiduciary Duty]

15. On or about August 20, 2015, Respondent, acting in his capacity as escrow holder for a transaction between AMP Consultants ("AMP") and Cal & Schwartz, received $12,482

from AMP, which was deposited into Respondent's client trust account held at Wells Fargo, bearing account number XXXXXX4212. As the holder of escrow funds, Respondent owed a fiduciary duty to AMP and Cal & Schwartz. Pursuant to the Collateral Issuance Agreement and Memorandum of Understanding governing the transaction, Respondent could not disburse any portion of the funds prior to the occurrence of any of the certain specified events in the agreement or without the mutual consent of the parties. On or about August 26, 2015, Respondent, prior to the occurrence of any of the certain specified events in the agreement and without the mutual consent of the parties, disbursed a portion of the held funds by transferring $11,369.39 to Bank of Oklahoma account number XXXXXX041. On or about October 26, 2015, Respondent removed the remaining $1112.61 from the funds held in trust as his fee. In doing the aforementioned, Respondent mishandled and failed to safeguard the $12,482 entrusted to him as escrow agent breaching Respondent's fiduciary duty owed to AMP. By breaching fiduciary duties owed to AMP, Respondent failed to support the Constitution and laws of the United States and of this state, in willful violation of Business and Professions Code section 6068(a).

COUNT ELEVEN

Case No. 15-O-15543
Business and Professions Code, section 6106
[Moral Turpitude – Breach of Fiduciary Duties]

16. On or about August 20, 2015, Respondent, acting in his capacity as escrow holder for a transaction between AMP Consultants ("AMP") and Cal & Schwartz, received $12,482 from AMP, which was deposited into Respondent's client trust account held at Wells Fargo, bearing account number XXXXXX4212. As the holder of escrow funds, Respondent owed a fiduciary duty to AMP and Cal & Schwartz. Pursuant to the Collateral Issuance Agreement and Memorandum of Understanding governing the transaction, Respondent could not disburse any portion of the funds prior to the occurrence of any of the certain specified events in the agreement or without the mutual consent of the parties. On or about August 20, 2015 and October 26, 2015, Respondent, prior to the occurrence of any of the certain specified events in

the agreement and without the mutual consent of the parties, dishonestly or grossly negligently breached his fiduciary duties by transferring the funds he held in escrow and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

COUNT TWELVE

Case No. 15-O-15543
Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

17. On or about August 20, 2015, Respondent, acting in his capacity as escrow holder for a transaction between AMP Consultants ("AMP") and Cal & Schwartz, received $12,482 from AMP, which was deposited into Respondent's client trust account held at Wells Fargo, bearing account number XXXXXX4212. Pursuant to the Collateral Issuance Agreement and Memorandum of Understanding governing the transaction, Respondent could not disburse any portion of the funds prior to the occurrence of any of the certain specified events in the agreement or without the mutual consent of the parties. Also, Respondent was required to maintain at least $12,482 in his Wells Fargo CTA on behalf of AMP. Between on or about August 25, 2015 and October 26, 2015, Respondent withdrew and/or transferred all $12,482 from his client trust account. Respondent failed to maintain the $12,482 in entrusted funds held in Respondent's client trust account, in willful violation of Rules of Professional Conduct, rule 4-100(A).

NOTICE - INACTIVE ENROLLMENT!

YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE RECOMMENDED BY THE COURT.

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NOTICE - COST ASSESSMENT!

IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.10.

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF CHIEF TRIAL COUNSEL

DATED: July 8, 2016

By: _____
Drew Massey
Deputy Trial Counsel

DECLARATION OF SERVICE

by

U.S. FIRST-CLASS MAIL / U.S. CERTIFIED MAIL / OVERNIGHT DELIVERY / FACSIMILE-ELECTRONIC TRANSMISSION

CASE NUMBER(s): **15-O-15106; 15-O-15107; 15-O-15108; 15-O-15543**

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 845 South Figueroa Street, Los Angeles, California 90017, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

FIRST AMENDED NOTICE OF DISCIPLINARY CHARGES

☐ **By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))**

☒ **By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))**

- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County
- of Los Angeles.

☐ **By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))**

- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS').

☐ **By Fax Transmission: (CCP §§ 1013(e) and 1013(f))**

Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.

☐ **By Electronic Service: (CCP § 1010.6)**

Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ *(for U.S. First-Class Mail)* in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: *(see below)*

☒ *(for Certified Mail)* in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,
Article No.: *9414 7266 9904 2010 0685 63* *at Los Angeles, addressed to:* *(see below)*

☐ *(for Overnight Delivery)* together with a copy of this declaration, in an envelope, or package designated by UPS,
Tracking No.: _____ addressed to: *(see below)*

Person Served	Business-Residential Address	Fax Number	Courtesy Copy to:
DAVID Q. MEYER	101 W Broadway Ste 1770 San Diego, CA 92101	Electronic Address	

☐ **via inter-office mail regularly processed and maintained by the State Bar of California addressed to:**

N/A

I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS'). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: July 8, 2016

SIGNED: Kim Wimbish
KIM WIMBISH
Declarant