

**PUBLIC MATTER**

**FILED**

**AUG 02 2016**

**STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES**

1 STATE BAR OF CALIFORNIA  
OFFICE OF CHIEF TRIAL COUNSEL  
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INTERIM CHIEF TRIAL COUNSEL  
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ACTING DEPUTY CHIEF TRIAL COUNSEL  
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6 845 South Figueroa Street  
Los Angeles, California 90017-2515  
7 Telephone: (213) 765-1334

8  
9 STATE BAR COURT

10 HEARING DEPARTMENT - LOS ANGELES

11  
12 In the Matter of: ) Case No. 15-O-15839  
13 RICHARD ARTHUR SCHULENBERG, ) FIRST AMENDED NOTICE OF  
No. 38223, ) DISCIPLINARY CHARGES  
14 )  
15 A Member of the State Bar )

16 **NOTICE - FAILURE TO RESPOND!**

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

- 19 (1) **YOUR DEFAULT WILL BE ENTERED;**  
20 (2) **YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU**  
**WILL NOT BE PERMITTED TO PRACTICE LAW;**  
21 (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;**  
22 (4) **YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.**  
23 **SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE**  
24 **OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN**  
25 **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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1 The State Bar of California alleges:

2 JURISDICTION

3 1. Richard Arthur Schulenberg ("respondent") was admitted to the practice of law in the  
4 State of California on January 5, 1966, was a member at all times pertinent to these charges, and  
5 is currently a member of the State Bar of California.

6 COUNT ONE

7 Case No. 15-O-15839  
8 Rules of Professional Conduct, rule 4-100(A)  
[Failure to Maintain Client Funds in Trust Account]

9 2. On or about October 31, 2012, Narul Anthony Hack, the President of Greensboro  
10 Real Estate Holdings, LLC ("Greensboro"); Terence Mackenzie, Chief Executive Officer of  
11 Connect Universal, LLC ("Connect"); and respondent entered into an Escrow Agreement.

12 3. The Escrow Agreement was prepared in conjunction with a Letter of Intent/MOU  
13 between Greensboro and Connect. The Letter of Intent/MOU involved Connect facilitating the  
14 delivery of a 500,000,000 Euro Bank Guarantee from Barclays Bank for the benefit of  
15 Greensboro.

16 4. Pursuant to the Escrow Agreement, Mr. Hack was to deposit \$325,000 into  
17 respondent's client trust account at Wells Fargo Bank, account no. xxxxx74934<sup>1</sup> ("respondent's  
18 client trust account"), which was "to serve as an insurance security deposit/transmission fee."  
19 Pursuant to the instructions of the Escrow Agreement, respondent agreed to maintain the  
20 \$325,000 in respondent's client trust account as an Escrow Agent until he was notified in a  
21 writing, jointly signed by Messrs. Hack and Mackenzie, "that the Transaction [had] been  
22 successfully consummated." Respondent signed the Escrow Agreement, and had actual  
23 knowledge of the terms of the Escrow Agreement at all times relevant to the charges herein.

24 5. On or about October 31, 2012, Mr. Hack's attorney, on behalf of Greensboro,  
25 transferred \$325,000 ("Escrow Funds") into respondent's client trust account pursuant to the  
26 Escrow Agreement.

27 \_\_\_\_\_  
28 <sup>1</sup> The full account number is omitted for privacy reasons.

1           6. Between on or about October 31, 2012, and on or about November 5, 2012,  
2 respondent transferred the Escrow Funds to the accounts of various individuals and entities  
3 without the knowledge, authorization, and consent of Mr. Hack, without being notified in writing  
4 jointly signed by Messrs. Hack and Mackenzie that the transaction had been successfully  
5 consummated, and contrary to the terms of the Escrow Agreement.

6           7. By failing to maintain the Escrow Funds in respondent's client trust account,  
7 respondent willfully violated Rules of Professional Conduct, rule 4-100(A).

8   COUNT TWO

9   Case No. 15-O-15839  
10   Business and Professions Code, section 6106  
   [Moral Turpitude –Misappropriation]

11           8. On or about October 31, 2012, Narul Anthony Hack, the President of Greensboro  
12 Real Estate Holdings, LLC ("Greensboro"); Terence Mackenzie, Chief Executive Officer of  
13 Connect Universal, LLC ("Connect"); and respondent entered into an Escrow Agreement.

14           9. The Escrow Agreement was prepared in conjunction with a Letter of Intent/MOU  
15 between Greensboro and Connect. The Letter of Intent/MOU involved Connect facilitating the  
16 delivery of a 500,000,000 Euro Bank Guarantee from Barclays Bank for the benefit of  
17 Greensboro.

18           10. Pursuant to the Escrow Agreement, Mr. Hack was to deposit \$325,000 into  
19 respondent's client trust account at Wells Fargo Bank, account no. xxxxx74934<sup>2</sup> ("respondent's  
20 client trust account"), which was "to serve as an insurance security deposit/transmission fee."  
21 Pursuant to the instructions of the Escrow Agreement, respondent agreed to maintain the  
22 \$325,000 in respondent's client trust account as an Escrow Agent until he was notified in a  
23 writing, jointly signed by Messrs. Hack and Mackenzie, "that the Transaction [had] been  
24 successfully consummated." Respondent signed the Escrow Agreement, and had actual  
25 knowledge of the terms of the Escrow Agreement at all times relevant to the charges herein.  
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27 \_\_\_\_\_  
28 <sup>2</sup> The full account number is omitted for privacy reasons.

1 11. In his capacity as an escrow agent pursuant to the Escrow Agreement, respondent  
2 owed Mr. Hack a fiduciary duty to either maintain the \$325,000 in respondent's client trust  
3 account or disburse the funds consistent with the terms of the Escrow Agreement.

4 12. On or about October 31, 2012, Mr. Hack's attorney, on behalf of Greensboro,  
5 transferred \$325,000 ("Escrow Funds") into respondent's client trust account pursuant to the  
6 Escrow Agreement.

7 13. Between on or about October 31, 2012, and on or about November 5, 2012,  
8 respondent intentionally or with gross negligence misappropriated the Escrow Funds by  
9 transferring the Escrow Funds to the accounts of various individuals and entities without the  
10 knowledge, authorization, and consent of Mr. Hack, without being notified in a writing jointly  
11 signed by Messrs. Hack and Mackenzie that the transaction had been successfully consummated,  
12 and contrary to the terms of the Escrow Agreement.

13 14. By knowingly or with gross negligence misappropriating the Escrow Funds,  
14 respondent willfully committed an act(s) of moral turpitude, dishonesty, or corruption in  
15 violation of Business and Professions Code section 6106.

16 COUNT THREE

17 Case No. 15-O-15839  
18 Business and Professions Code, section 6068(a)  
19 [Failure to Comply With Laws-Breach of Common Law Fiduciary Duty]

20 15. On or about October 31, 2012, Narul Anthony Hack, the President of Greensboro  
21 Real Estate Holdings, LLC ("Greensboro"); Terence Mackenzie, Chief Executive Officer of  
22 Connect Universal, LLC ("Connect"); and respondent entered into an Escrow Agreement.

23 16. The Escrow Agreement was prepared in conjunction with a Letter of Intent/MOU  
24 between Greensboro and Connect. The Letter of Intent/MOU involved Connect facilitating the  
25 delivery of a 500,000,000 Euro Bank Guarantee from Barclays Bank for the benefit Greensboro.

26 17. Pursuant to the Escrow Agreement, Mr. Hack was to deposit \$325,000 into  
27 respondent's client trust account at Wells Fargo Bank, account no. xxxxx74934<sup>3</sup> ("respondent's

28 <sup>3</sup> The full account number is omitted for privacy reasons.

1 client trust account”), which was “to serve as an insurance security deposit/transmission fee.”  
2 Pursuant to the instructions of the Escrow Agreement, respondent agreed to maintain the  
3 \$325,000 in respondent’s client trust account as an Escrow Agent until he was notified in a  
4 writing, jointly signed by Messrs. Hack and Mackenzie, “that the Transaction [had] been  
5 successfully consummated.” Respondent signed the Escrow Agreement, and had actual  
6 knowledge of the terms of the Escrow Agreement at all times relevant to the charges herein.

7 18. In his capacity as an escrow agent pursuant to the Escrow Agreement, respondent  
8 owed Mr. Hack a fiduciary duty to either maintain the \$325,000 in respondent’s client trust  
9 account or disburse the funds consistent with the terms of the Escrow Agreement.

10 19. On or about October 31, 2012, Mr. Hack’s attorney, on behalf of Greensboro,  
11 transferred \$325,000 (“Escrow Funds”) into respondent’s client trust account pursuant to the  
12 Escrow Agreement.

13 20. Between on or about October 31, 2012, and on or about November 5, 2012,  
14 respondent misappropriated the Escrow Funds by transferring the Escrow Funds to the accounts  
15 of various individuals and entities without the knowledge, authorization, and consent of  
16 Mr. Hack, without being notified in a writing jointly signed by Messrs. Hack and Mackenzie that  
17 the transaction had been successfully consummated, and contrary to the terms of the Escrow  
18 Agreement.

19 21. By transferring the Escrow Funds out of respondent’s client trust account in violation  
20 of the terms of the Escrow Agreement, respondent breached his fiduciary duties toward Mr.  
21 Hack and Greensboro, and thereby failed to support the Constitution and the laws of the United  
22 States and of this state in willful violation of Business and Professions Code, section 6068(a).

23 COUNT FOUR

24 Case No. 15-O-15839

25 Business and Professions Code, section 6106  
26 [Moral Turpitude-Misrepresentation]

27 22. On or about October 31, 2012, Narul Anthony Hack, the President of Greensboro  
28 Real Estate Holdings, LLC (“Greensboro”); Terence Mackenzie, Chief Executive Officer of  
Connect Universal, LLC (“Connect”); and respondent entered into an Escrow Agreement.

1           23. The Escrow Agreement was prepared in conjunction with a Letter of Intent/MOU  
2 between Greensboro and Connect. The Letter of Intent/MOU involved Connect facilitating the  
3 delivery of a 500,000,000 Euro Bank Guarantee from Barclays Bank for the benefit of  
4 Greensboro.

5           24. Pursuant to the Escrow Agreement, Mr. Hack was to deposit \$325,000 into  
6 respondent's client trust account at Wells Fargo Bank, account no. xxxxx74934<sup>4</sup> ("respondent's  
7 client trust account"), which was "to serve as an insurance security deposit/transmission fee."  
8 Pursuant to the instructions of the Escrow Agreement, respondent agreed to maintain the  
9 \$325,000 in respondent's client trust account as an escrow agent until he was notified in a  
10 writing, jointly signed by Messrs. Hack and Mackenzie, "that the Transaction [had] been  
11 successfully consummated." Respondent signed the Escrow Agreement, and had actual  
12 knowledge of the terms of the Escrow Agreement at all times relevant to the charges herein.

13           25. In his capacity as an escrow agent pursuant to the Escrow Agreement, respondent  
14 owed Mr. Hack a fiduciary duty to either maintain the \$325,000 in respondent's client trust  
15 account or disburse the funds consistent with the terms of the Escrow Agreement.

16           26. On or about October 31, 2012, Mr. Hack's attorney, on behalf of Greensboro,  
17 transferred \$325,000 ("Escrow Funds") into respondent's client trust account pursuant to the  
18 Escrow Agreement.

19           27. Between on or about October 31, 2012, and on or about November 5, 2012,  
20 respondent transferred the Escrow Funds to the accounts of various individuals and entities  
21 without the knowledge, authorization, and consent of Mr. Hack, without being notified in a  
22 writing jointly signed by Messrs. Hack and Mackenzie that the transaction had been successfully  
23 consummated, and contrary to the terms of the Escrow Agreement. Between on or about  
24 November 5, 2012, and on or about January 13, 2013, Mr. Hack's attorney, on behalf of  
25 Mr. Hack, had at least six telephone conversations with respondent. During each of the  
26 telephone conversations, respondent represented to Mr. Hack's attorney that respondent

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28 <sup>4</sup> The full account number is omitted for privacy reasons.

1 continued to maintain the Escrow Funds in respondent's client trust account, when respondent  
2 knew, or was grossly negligent in not knowing, that the Escrow Funds were not maintained in  
3 respondent's client trust account and that the representations were false.

4 28. By knowingly or with gross negligence misrepresenting to Mr. Hack's attorney that  
5 he continued to maintain the Escrow Funds in respondent's client trust account, respondent  
6 willfully committed an act(s) of moral turpitude, dishonesty, or corruption in violation of  
7 Business and Professions Code section 6106.

8 COUNT FIVE

9 Case No. 15-O-15839  
10 Rules of Professional Conduct, rule 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

11 29. On or about October 31, 2012, Narul Anthony Hack, the President of Greensboro  
12 Real Estate Holdings, LLC ("Greensboro"); Terence Mackenzie, Chief Executive Officer of  
13 Connect Universal, LLC ("Connect"); and respondent entered into an Escrow Agreement.

14 30. The Escrow Agreement was prepared in conjunction with a Letter of Intent/MOU  
15 between Greensboro and Connect. The Letter of Intent/MOU involved Connect facilitating the  
16 delivery of a 500,000,000 Euro Bank Guarantee from Barclays Bank for the benefit Greensboro.

17 31. Pursuant to the Escrow Agreement, Mr. Hack was to deposit \$325,000 into  
18 respondent's client trust account at Wells Fargo Bank, account no. xxxxx74934<sup>5</sup> ("respondent's  
19 client trust account"), which was "to serve as an insurance security deposit/transmission fee."  
20 Pursuant to the instructions of the Escrow Agreement, respondent agreed to maintain the  
21 \$325,000 in respondent's client trust account as an escrow agent until he was notified in a  
22 writing, jointly signed by Messrs. Hack and Mackenzie, "that the Transaction [had] been  
23 successfully consummated." Respondent signed the Escrow Agreement, and had actual  
24 knowledge of the terms of the Escrow Agreement at all times relevant to the charges herein.

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27 \_\_\_\_\_  
28 <sup>5</sup> The full account number is omitted for privacy reasons.

1           32. In his capacity as an escrow agent pursuant to the Escrow Agreement, respondent  
2 owed Mr. Hack a fiduciary duty to either maintain the \$325,000 in respondent's client trust  
3 account or disburse the funds consistent with the terms of the Escrow Agreement.

4           33. On or about October 31, 2012, Mr. Hack's attorney, on behalf of Greensboro,  
5 transferred \$325,000 ("Escrow Funds") into respondent's client trust account pursuant to the  
6 Escrow Agreement.

7           34. Between on or about October 31, 2012, and on or about November 5, 2012,  
8 respondent transferred the Escrow Funds to the accounts of various entities without the  
9 knowledge, authorization, and consent of Mr. Hack, without being notified in a writing jointly  
10 signed by Messrs. Hack and Mackenzie that the transaction had been successfully consummated,  
11 and contrary to the terms of the Escrow Agreement.

12           35. On or about November 9, 2012, and on or about November 12, 2012, Mr. Hack's  
13 attorney, on behalf of Greensboro, sent emails to respondent, which respondent received,  
14 requesting confirmation from respondent that he continued to maintain the Escrow Funds in his  
15 client trust account. On or about January 14, 2013, Mr. Hack's attorney, on behalf of  
16 Greensboro, sent an email to respondent, which respondent received, demanding the return of the  
17 Escrow Funds.

18           36. To date, respondent has neither returned any portion of the Escrow Funds to Mr.  
19 Hack nor provided Mr. Hack or his attorney with an accounting of the Escrow Funds.

20           37. By failing to render an appropriate accounting to Mr. Hack or his attorney regarding  
21 the Escrow Funds, respondent willfully violated Rules of Professional Conduct, rule 4-  
22 100(B)(3).

23   COUNT SIX

24   Case No. 15-O-15839  
25   Rules of Professional Conduct, rule 4-100(B)(4)  
26   [Failure to Pay Client Funds Promptly]

27           38. On or about October 31, 2012, Narul Anthony Hack, the President of Greensboro  
28 Real Estate Holdings, LLC ("Greensboro"); Terence Mackenzie, Chief Executive Officer of  
Connect Universal, LLC ("Connect"); and respondent entered into an Escrow Agreement.



1           39. The Escrow Agreement was prepared in conjunction with a Letter of Intent/MOU  
2 between Greensboro and Connect. The Letter of Intent/MOU involved Connect facilitating the  
3 delivery of a 500,000,000 Euro Bank Guarantee from Barclays Bank for the benefit Greensboro.

4           40. Pursuant to the Escrow Agreement, Mr. Hack was to deposit \$325,000 into  
5 respondent's client trust account at Wells Fargo Bank, account no. xxxxx74934<sup>6</sup> ("respondent's  
6 client trust account"), which was "to serve as an insurance security deposit/transmission fee."

7 Pursuant to the instructions of the Escrow Agreement, respondent agreed to maintain the  
8 \$325,000 in respondent's client trust account as an escrow agent until he was notified in a  
9 writing, jointly signed by Messrs. Hack and Mackenzie, "that the Transaction [had] been  
10 successfully consummated." Respondent signed the Escrow Agreement, and had actual  
11 knowledge of the terms of the Escrow Agreement at all times relevant to the charges herein.

12           41. In his capacity as an escrow agent pursuant to the Escrow Agreement, respondent  
13 owed Mr. Hack a fiduciary duty to either maintain the \$325,000 in respondent's client trust  
14 account or disburse the funds consistent with the terms of the Escrow Agreement.

15           42. On or about October 31, 2012, Mr. Hack's attorney, on behalf of Greensboro,  
16 transferred \$325,000 ("Escrow Funds") into respondent's client trust account pursuant to the  
17 Escrow Agreement.

18           43. Between on or about October 31, 2012, and on or about November 5, 2012,  
19 respondent transferred the Escrow Funds to the accounts of various entities without the  
20 knowledge, authorization, and consent of Mr. Hack, without being notified in a writing jointly  
21 signed by Messrs. Hack and Mackenzie that the transaction had been successfully consummated,  
22 and contrary to the terms of the Escrow Agreement.

23           44. On or about January 14, 2013, Mr. Hack's attorney, on behalf of Greensboro, sent an  
24 email to respondent, which respondent received, demanding the return of the Escrow Funds.

25           45. To date, respondent has failed to return any portion of the Escrow Funds to Mr. Hack.  
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27 \_\_\_\_\_  
28 <sup>6</sup> The full account number is omitted for privacy reasons.

1           46. By failing to return any portion of the Escrow Funds to Mr, Hack, respondent has  
2 failed to pay promptly, as requested by a client, any portion of the \$325,000 in respondent's  
3 possession, in willful violation of Rules of Professional Conduct, rule 4-100(B)(4).

4  
5                                   **NOTICE - INACTIVE ENROLLMENT!**

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

14                                   **NOTICE - COST ASSESSMENT!**

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

20                                   Respectfully submitted,

21                                   THE STATE BAR OF CALIFORNIA  
22                                   OFFICE OF CHIEF TRIAL COUNSEL

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DATED: August 1, 2016

By: \_\_\_\_\_  
Eli D. Morgenstern  
Senior 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-15839

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, CA 90017-2515, 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)) - 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 U.S. Certified Mail: (CCP §§ 1013 and 1013(a))

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 0639 26 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)

Table with 4 columns: Person Served, Business-Residential Address, Fax Number, Courtesy Copy to. Row 1: Arthur Margolis, Margolis & Margolis LLP, 2000 Riverside Dr. Los Angeles, CA 90039, 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: August 2, 2016

SIGNED: [Signature] JULI FINNILA Declarant