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4 SCOTT DOUGLAS ORA, IN PRO PER

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7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**

10 SCOTT DOUGLAS ORA, individually, and in )  
his derivative capacity as trustee of the Leo Robin )  
11 Trust, on behalf of the Leo Robin Trust )

12 Plaintiff,

13 v.

14 HOLLYWOOD CHAMBER OF COMMERCE, )  
15 HOLLYWOOD CHAMBER'S BOARD OF )  
DIRECTORS, HOLLYWOOD WALK OF )  
16 FAME, WALK OF FAME COMMITTEE; and )  
DOES 1 through 100 Inclusive, )

17 Defendants.

**CASE NO.: 21STCV23999**

**PLAINTIFF SCOTT DOUGLAS  
ORA'S EX PARTE APPLICATION  
FOR NOTICE OF MOTION AND  
MOTION FOR RECONSIDERATION  
OF RULING THAT SUSTAINED THE  
DEFENDANTS' DEMURRER BUT  
MODIFY TO ALLOW PLAINTIFF  
WITH LEAVE TO AMEND**

) Date: June 8, 2022

) Time: 8:30 a.m.

) Dept.: 58

) Judge: Honorable Bruce G. Iwasaki

18 **Accompanying Documents:**

19 (Filed Concurrently with the memorandum of  
20 points and authorities; Declaration of Scott  
21 Douglas Ora in support of Plaintiff's Ex Parte  
Application; Declaration of Scott Douglas Ora  
in support of Motion For Reconsideration;  
Exhibits; and [Proposed] Order)

22 Action Filed: June 29, 2021

First Amended Complaint: March 17, 2022

23 **COPYRIGHT NOTICE**

24 **Copyright © 2021 Scott Douglas Ora. All Rights Reserved. Copyright claimed**  
25 **in the contents of the entire pleading, exclusive of the text from statutes,**  
26 **regulations, case law, correspondence and websites of the Hollywood Chamber**  
27 **of Commerce and Hollywood Walk of Fame, articles (including photographs)**  
28 **by the Los Angeles Times and Variety, and any excerpts quoted therefrom**  
**within this pleading.**

1                    **NOTICE OF MOTION FOR PLAINTIFF'S EX PARTE APPLICATION**

2  
3 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

4                    **PLEASE TAKE NOTICE** that on June 8, 2022 at 8:30 a.m., or as soon thereafter as this  
5 matter may be heard before the Honorable Bruce G. Iwasaki in Department 58 of the above-entitled  
6 Court, located at 111 N. Hill Street, Los Angeles, CA 90012, Plaintiff Scott Douglas Ora will and  
7 hereby does apply ex parte for:

8                    1            Application for the Court to Grant Reconsideration of the Ruling that sustained the  
9 Defendant's Demurrer

10                    2.            An order of modification to the order made on May 17, 2022 to allow Plaintiff with  
11 leave to amend.

12                    This application is made pursuant to California Rules of Court, Rules 3.1200 et seq. and  
13 3.1332, and supporting case law. Plaintiff's request is based on the following reasons:

14                    1.            This request is brought ex parte due to the exigency that exists for the Honorable  
15 Court for Reconsideration of Ruling that sustained the Defendant's Demurrer and an order of  
16 modification to the order made on May 17, 2022 to allow Plaintiff with leave to amend, which  
17 statutory time to file this instant motion is June 7, 2022 as determined below in ¶ 5. On May 26,  
18 2022, the Hollywood Chamber served the Plaintiff with the Court's ruling. (Ora Decl. Ex Parte ¶  
19 14). Further, the circumstances exist for this ex parte application because Plaintiff would suffer  
20 irreparable harm. (Ora Decl. Ex Parte ¶ 17).

21                    2.            Exigent circumstances exist for this ex parte application because Plaintiff would  
22 suffer irreparable harm as explained in the accompanying Declaration of Scott Douglas Ora in  
23 support of Motion for Reconsideration. Further, the judgment is imminent and the statutory time to  
24 file this instant motion is within 10 days of the service of the Notice of Ruling on May 26, 2022  
25 pursuant to California Code of Civil Procedure Section 1008(a). The rule for notices, and filing and  
26 service of papers under California Code of Civil Procedure Section 1013(g) provides, "Electronic  
27 service shall be permitted pursuant to Section 1010.6 and the rules on electronic service in the  
28 California Rules of Court." In turn, California Code of Civil Procedure Section 1010.6(a)(4)(B)  
provides, in part, "Any period of notice, or any right or duty to do any act or make any response  
within any period or on a date certain after the service of the document, which time period or date is  
prescribed by statute or rule of court, shall be extended after service by electronic means by two

1 court days,..." Accordingly, the "10 days of the service" should "be extended after service by  
2 electronic means by two court days," which means the statutory time to file this instant motion  
3 would be 12 days after service of the Notice of Ruling or June 7, 2022. (Ora Decl. Ex Parte ¶ 17).

4 3. Plaintiff began his preparation of the Plaintiff's Opposition to Defendant Hollywood  
5 Chamber of Commerce's Motion for Sanctions against Plaintiff [California Code Of Civil  
6 Procedure 128.5/128.7] ("Opposition to Motion for Sanctions") on May 18, 2022 following the  
7 ruling of the Court on the Defendants' Demurrer on May 17, 2022. During the preparation of the  
8 Plaintiff's Opposition to the Motion for Sanctions, the Plaintiff learned of new information. (Ora  
9 Decl. Reconsider. ¶ 5) which is contained herein. (Ora Decl. Reconsider. ¶ 6-8) Further, Plaintiff  
10 learned new information on May 27, 2022 from the Defendant's Reply to the Plaintiff's Opposition  
11 to the Motion for Sanctions. (Ora Decl. Reconsider. ¶ 9). There are also new developments. (Ora  
12 Decl. Reconsider. ¶ 13).

13 4. If relief is not granted, Plaintiff will suffer irreparable harm because the Plaintiff was  
14 greatly prejudiced by the Hollywood Chamber's Motion for Sanctions which is totally and  
15 completely without merit. Given there is no evidence of a frivolous FAC, the primary purpose of  
16 the Hollywood Chamber's Motion for Sanctions was to prejudice Plaintiff to influence the  
17 upcoming hearing on the ruling on the Defendants' Demurrer scheduled on May 17, 2022. (Ora  
18 Decl. Reconsider. ¶ 12)

19 5. The Defendants will not be prejudiced if the Court grants relief because the request makes  
20 no change to the ruling made on May 17, 2022 that sustained the Defendant's Demurrer but limited  
21 to modification to the order to allow Plaintiff with leave to amend.

22 This ex parte application is based upon this Notice of Motion for the Plaintiff's Ex Parte  
23 Application and the Notice of Motion for Reconsideration of Ruling, the attached Memorandum of  
24 Points and Authorities, the Declaration of Scott Ora in support of Plaintiff's Ex Parte Application  
25 and the Declaration of Scott Douglas Ora in support of Motion For Reconsideration and Exhibits  
26 attached thereto, as well as the Proposed Order and such further oral and/or documentary evidence  
27 as may be presented at the hearing on this ex parte application.

28 As set forth in the attached Declaration of Scott Douglas Ora in support of Plaintiff's Ex  
Parte Application, Plaintiff gave timely notice of his Ex Parte to all parties, specifying his intention  
to seek Ex Parte relief, along with the specific reason for seeking such relief from the Court, on  
June 7, 2022. (Ora Decl. Ex Parte ¶ 18)

1 California Rules of Court, Rule 3.1203 sets forth that an Ex Parte Application may be made  
2 provided the party seeking the Ex Parte Application informs "all parties no later than 10:00 a.m. the  
3 court day before" when and where the Application will be made. California Rules of Court, Rule  
4 3.1204 provides that the notice must specify the nature of the relief to be requested along with the  
5 date, time and location of the hearing. Therefore, Defendants were provided proper notice based  
6 upon the Rules of Court deadline regarding this Ex Parte Application.

7 **All parties were given proper and timely notice of this ex parte application on June 7,**  
8 **2022 by 10:00 a.m.** (Ora Decl. Ex Parte ¶ 18), Exhibit H.

9 Executed in Sherman Oaks, California  
10 DATED: June 7, 2022

11 By: Scott Douglas Ora  
12 Scott Douglas Ora  
13 In Pro Per  
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1                    **NOTICE OF MOTION FOR RECONSIDERATION OF RULING FOR**  
2                    **MODIFICATION TO THE ORDER TO ALLOW PLAINTIFF WITH LEAVE TO AMEND**

3  
4 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

5                    **PLEASE TAKE NOTICE** that on June 8, 2021 at 8:30 a.m., or as soon thereafter as this  
6 matter may be heard before the Honorable Bruce G. Iwasaki in Department 58 of the above-entitled  
7 Court, located at 111 N. Hill Street, Los Angeles, CA 90012, Plaintiff Scott Douglas Ora will and  
8 hereby will and does move this Court pursuant to *Code of Civil Procedure* § 1008(a) for  
9 reconsideration of the ruling dated May 17, 2022 in which the Court's ruling sustained the  
10 Defendants' Demurrer with Motion to Strike ("Defendants' Demurrer") without leave to amend.  
(Ora Decl. Ex Parte ¶ 11).

11                    The Plaintiff respectfully requests that the Court modify this ruling on the grounds that there  
12 is new information following the ruling made by the Court on May 17, 2022 for the Defendants'  
13 Demurrer. The Plaintiff respectfully requests that this Court order a modification to the order made  
14 on May 17, 2022 to allow Plaintiff with leave to amend.

15                    Plaintiff began his preparation of the Plaintiff's Opposition to Defendant Hollywood  
16 Chamber of Commerce's Motion for Sanctions against Plaintiff [California Code of Civil Procedure  
17 128.5/128.7] ("Opposition to Motion for Sanctions") on May 18, 2022 following the ruling of the  
18 Court on the Defendants' Demurrer on May 17, 2022. During the preparation of the Plaintiff's  
19 Opposition to the Motion for Sanctions, the Plaintiff learned of new information. (Ora Decl.  
20 Reconsider. ¶ 5) which is contained herein. (Ora Decl. Reconsider. ¶ 6-8) Further, Plaintiff learned  
21 new information on May 27, 2022 from the Defendant's Reply to the Plaintiff's Opposition to the  
22 Motion for Sanctions. (Ora Decl. Reconsider. ¶ 9). There are also new developments. (Ora Decl.  
Reconsider. ¶ 13).

23                    The Plaintiff could not have discovered this information prior to the date of the ruling on  
24 May 17, 2022 because he learned of the new information during the preparation of the Plaintiff's  
25 Opposition to the Motion for Sanctions which began on May 18, 2022 following the ruling of the  
Court on the Defendants' Demurrer on May 17, 2022. (Ora Decl. Reconsider. ¶ 5).

26                    In light of these developments regarding new information about the Hollywood Chamber's  
27 Motion for Sanctions and related matters, the Plaintiff now pursues a Motion for Reconsideration of  
28

1 Ruling that sustained the Defendants' Demurrer. The Plaintiff seeks an order of modification to the  
2 order made on May 17, 2022 to allow Plaintiff with leave to amend. (Ora Decl. Reconsider. ¶ 11).

3 If relief is not granted, Plaintiff will suffer irreparable harm because the Plaintiff was greatly  
4 prejudiced by the Hollywood Chamber's Motion for Sanctions which is totally and completely  
5 without merit. Given there is no evidence of a frivolous FAC, the primary purpose of the  
6 Hollywood Chamber's Motion for Sanctions was to prejudice Plaintiff to influence the upcoming  
7 hearing on the ruling on the Defendants' Demurrer scheduled on May 17, 2022. (Ora Decl.  
8 Reconsider. ¶ 12).

9 **Because of the imminent judgment and looming deadline for the filing of this Ex parte,**  
10 **it was a work in process prior to the tentative ruling issued for the Motion for Sanctions, it**  
11 **presumes the tentative ruling will be adopted as the final ruling and it is not updated for the**  
12 **final ruling.**

13 The motion will be based on this Notice of Motion for Reconsideration of Ruling and the  
14 Notice of Motion for the Plaintiff's Ex Parte Application and the Memorandum of Points and  
15 Authorities served and filed herewith, on the Declaration of Scott Douglas Ora in support of  
16 Plaintiff's Ex Parte Application and the Declaration of Scott Douglas Ora in support of Motion For  
17 Reconsideration and Exhibits attached thereto, as well as the Proposed Order, on the papers and  
18 records on file herein and on such oral and documentary evidence as may be presented at the  
19 hearing of the motion.

20 Executed in Sherman Oaks, California  
21 DATED: June 7, 2022

22 By: Scott Douglas Ora  
23 Scott Douglas Ora  
24 In Pro Per  
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v

PLAINTIFF'S EX PARTE APPLICATION FOR NOTICE OF MOTION AND MOTION FOR RECONSIDERATION OF RULING THAT  
SUSTAINED THE DEFENDANTS' DEMURRER BUT MODIFY TO ALLOW PLAINTIFF WITH LEAVE TO AMEND

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff has filed this Ex Parte Application for Notice of Motion and Motion for  
4 Reconsideration of Ruling that sustained the Defendants' Demurrer but modify to allow Plaintiff  
5 with leave to amend ("Motion for Reconsideration") to move this Court pursuant to California  
6 Code of Civil Procedure Section 1008(a) for reconsideration of the order dated May 17, 2022 in  
7 which the Court sustained the Defendants' Demurrer with Motion to Strike ("Defendant's  
8 Demurrer") without leave to amend. The Plaintiff's Motion for Reconsideration seeks an order  
9 of modification to the order made on May 17, 2022 to allow Plaintiff with leave to amend.

10 The Plaintiff respectfully requests that the Court modify this ruling on the grounds that there  
11 is new information following the ruling made by the Court on May 17, 2022 for the Defendants'  
12 Demurrer. The Plaintiff respectfully requests that this Court order a modification to the order made  
13 on May 17, 2022 to allow Plaintiff with leave to amend.

14 Plaintiff began his preparation of the Plaintiff's Opposition to Defendant Hollywood  
15 Chamber of Commerce's Motion for Sanctions against Plaintiff [California Code of Civil Procedure  
16 128.5/128.7] ("Opposition to Motion for Sanctions") on May 18, 2022 following the ruling of the  
17 Court on the Defendants' Demurrer on May 17, 2022. During the preparation of the Plaintiff's  
18 Opposition to the Motion for Sanctions, the Plaintiff learned of new information. (Ora Decl.  
19 Reconsider. ¶ 5) which is contained herein. (Ora Decl. Reconsider. ¶ 6-8) Further, Plaintiff learned  
20 new information on May 27, 2022 from the Defendant's Reply to the Plaintiff's Opposition to the  
21 Motion for Sanctions. (Ora Decl. Reconsider. ¶ 9). There are also new developments. (Ora Decl.  
22 Reconsider. ¶ 13).

23 The Plaintiff could not have discovered this information prior to the date of the ruling on  
24 May 17, 2022 because he learned of the new information during the preparation of the Plaintiff's  
25 Opposition to the Motion for Sanctions which began on May 18, 2022 following the ruling of the  
26 Court on the Defendants' Demurrer. (Ora Decl. Reconsider. ¶ 5).

27 It is gained from the new information that Plaintiff was prejudiced by the Hollywood  
28 Chamber's made-up Motion for Sanctions that took place prior to the ruling by the Court on May  
17, 2022. This is supported by the evidence that the Motion for Sanctions is totally and completely  
without merit. Further, the Hollywood Chamber's Motion for Sanctions reveals that it failed to  
exercise due diligence in seeking sanctions against the Plaintiff. Based on all of the new  
information, the Plaintiff will demonstrate that the primary purpose of the Hollywood Chamber's

1 Motion for Sanctions was to prejudice the Plaintiff and influence the ruling of the Court made on  
2 May 17, 2022.

3 In light of these developments regarding new information about the Hollywood Chamber's  
4 Motion for Sanctions and related matters, the Plaintiff now pursues a Motion for Reconsideration of  
5 Ruling that sustained the Defendants' Demurrer. The Plaintiff seeks an order of modification to the  
6 order made on May 17, 2022 to allow Plaintiff with leave to amend. (Ora Decl. Reconsider. ¶ 11).

7 If relief is not granted, Plaintiff will suffer irreparable harm because the Plaintiff was greatly  
8 prejudiced by the Hollywood Chamber's Motion for Sanctions which is totally and completely  
9 without merit. Given there is no evidence of a frivolous FAC, the primary purpose of the  
10 Hollywood Chamber's Motion for Sanctions was to prejudice Plaintiff to influence the hearing held  
11 on May 17, 2022 for the ruling on the Defendants' Demurrer. (Ora Decl. Reconsider. ¶ 12).

## 12 **II. FACTUAL AND PROCEDURAL BACKGROUND**

13 On June 29, 2021, Plaintiff filed the Verified Complaint against the Hollywood Chamber of  
14 Commerce, Hollywood Chamber's Board Of Directors, Hollywood Walk of Fame, Walk of Fame  
15 Committee (collectively, "Defendants" or "Hollywood Chamber") for breach of contract, negligence  
16 and permanent injunctive relief to install the star on the Hollywood Walk of Fame ("Walk of  
17 Fame") awarded to Robin more than 31 years ago. (Ora Decl. Ex Parte ¶ 2). On December 10, 2021,  
18 following the Hollywood Chamber's failure to respond after it was served the Plaintiff's Complaint on  
19 July 23, 2021, the Court's ruling granted Defendants' Motion to Set Aside/Vacate Default based on  
20 the extremely low bar of excusable neglect. (Ora Decl. Ex Parte ¶ 3). On February 16, 2022, the  
21 Court's ruling sustained the Defendant's Demurrer with Motion to Strike filed by Hollywood  
22 Chamber with leave to amend and focused on three issues concerning the formation and  
23 performance of the contract. (Ora Decl. Ex Parte ¶ 4).

24 On March 17, 2022, Plaintiff filed the Verified First Amended Complaint ("FAC") against  
25 the Hollywood Chamber for breach of contract, negligence and permanent injunctive relief to install  
26 the star on the Walk of Fame awarded to Robin more than 31 years ago. (Ora Decl. Ex Parte ¶ 5).  
27 On April 18, 2022, the Hollywood Chamber filed with the Court and served Plaintiff the  
28 Defendant's Demurrer. On May 3, Plaintiff filed with the Court and served Plaintiff Opposition to  
the Defendants' Demurrer. (Ora Decl. Ex Parte ¶ 8). On May 10, 2022, the Hollywood Chamber  
filed with the Court and served Plaintiff the Defendant's Reply to Plaintiff's Opposition to the  
Hollywood Chamber's Demurrer. (Ora Decl. Ex Parte ¶ 9). On May 17, 2022, the Court's ruling  
sustained the Defendant's Demurrer filed by Hollywood Chamber without leave to amend and

1 focused on the nonperformance of the Plaintiff, as stated, "Plaintiff has still not shown the existence  
2 of a contract and even if he has, there are insufficient facts to demonstrate performance of the  
3 conditions precedent." (Ora Decl. Ex Parte ¶ 11). On May 26, 2022, the Hollywood Chamber served  
4 to the Plaintiff the Notice of Ruling for the Court's order made on May 17, 2021 for the Defendant's  
Demurrer ("Notice of Ruling").

5 On April 19, 2022, counsel for the Hollywood Chamber sent a letter to Plaintiff outlining the  
6 Hollywood Chamber's position regarding Plaintiff's FAC and its intention to seek sanctions. (Ora  
7 Decl. Ex Parte ¶ 7). On May 11, 2022, the Hollywood Chamber filed with the Court and served  
8 Plaintiff the Hollywood Chamber's Motion for Sanctions Against Plaintiff [California Code of Civil  
9 Procedure 128.5/128.7]. On May 23, 2022, the Plaintiff filed with the Court and served Hollywood  
10 Chamber the Plaintiff's Opposition to Hollywood's Motion for Sanctions Against Plaintiff  
11 [California Code of Civil Procedure 128.5/128.7] (Ora Decl. Ex Parte ¶ 13). (Ora Decl. Ex Parte ¶  
12 14). On May 27, 2022, the Hollywood Chamber filed with the Court and served Plaintiff the  
13 Defendant's Reply to the Plaintiff's Opposition to the Hollywood's Motion for Sanctions Against  
Plaintiff [California Code of Civil Procedure 128.5/128.7] (Ora Decl. Ex Parte ¶ 15).

14 On May 18, 2022, the Plaintiff began preparation of Plaintiff's Opposition to Hollywood's  
15 Motion for Sanctions Against Plaintiff [California Code of Civil Procedure 128.5/128.7]. (Ora Decl.  
16 Ex Parte ¶ 12).

17 On June 6, 2022, a hearing is scheduled to be held on the Hollywood Chamber's Motion for  
18 Sanctions Against Plaintiff [California Code of Civil Procedure 128.5/128.7]. The tentative ruling  
19 for the Motion for Sanctions issued by the Court in advance was that "The motion for sanctions is  
denied." Attached hereto as Exhibit G is a true and correct copy of the tentative ruling.

20 On June 7, 2022, via electronic mail, pursuant to California Rules of Court, Rule 3.1203, by  
21 10:00 a.m., Defendants were given notice of Plaintiff Scott Douglas Ora's Ex Parte Application for  
22 Notice of Motion and Motion for Reconsideration of Ruling that sustained the Defendant's  
23 Demurrer but modify to allow Plaintiff with leave to amend for June 8, 2022 at 8:30 a.m. in the  
24 above-captioned court in Department 58. Attached hereto as Exhibit F is a true and correct copy of  
the notice provided to Defendants. (Ora Decl. Ex Parte ¶ 18).

25 Exigent circumstances exist for this ex parte application because Plaintiff would suffer  
26 irreparable harm as explained in the accompanying Declaration of Scott Douglas Ora in support of  
27 Motion for Reconsideration. Further, the judgment is imminent and the statutory time to file this  
28 instant motion is within 10 days of the service of the Notice of Ruling on May 26, 2022 pursuant to

1 California Code of Civil Procedure Section 1008(a). The rule for notices, and filing and service of  
2 papers under California Code of Civil Procedure Section 1013(g) provides, "Electronic service shall  
3 be permitted pursuant to Section 1010.6 and the rules on electronic service in the California Rules  
4 of Court." In turn, California Code of Civil Procedure Section 1010.6(a)(4)(B) provides, in  
5 part, "Any period of notice, or any right or duty to do any act or make any response within any  
6 period or on a date certain after the service of the document, which time period or date is prescribed  
7 by statute or rule of court, shall be extended after service by electronic means by two court days,..."  
8 Accordingly, the "10 days of the service" should "be extended after service by electronic means by  
9 two court days," which means the statutory time to file this instant motion would be 12 days after  
10 service of the Notice of Ruling or June 7, 2022. (Ora Decl. Ex Parte ¶ 17).

11 In light of these developments regarding new information about the Hollywood Chamber's  
12 Motion for Sanctions and related matters, the Plaintiff now pursues a Motion for Reconsideration of  
13 Ruling that sustained the Defendants' Demurrer. The Plaintiff seeks an order of modification to the  
14 order made on May 17, 2022 to allow Plaintiff with leave to amend. (Ora Decl. Reconsider. ¶ 11).

15 If relief is not granted, Plaintiff will suffer irreparable harm because the Plaintiff was greatly  
16 prejudiced by the Hollywood Chamber's Motion for Sanctions which is totally and completely  
17 without merit. Given there is no evidence of a frivolous FAC, the primary purpose of the  
18 Hollywood Chamber's Motion for Sanctions was to prejudice Plaintiff to influence the hearing held  
19 on May 17, 2022 for the ruling on the Defendants' Demurrer. (Ora Decl. Reconsider. ¶ 12).

### 20 **III. ARGUMENT**

21 **A. There is New Information for the Court to Reconsider Ruling and Modify the Order  
22 made on May 17, 2022 to Allow Plaintiff with Leave to Amend**

23 **1. The Plaintiff Has Made A Declaration Of Scott Douglas Ora In Support Of Motion  
24 For Reconsideration**

25 This Court has the statutory power to reconsider a prior order and modify the order. The  
26 California statute governing reconsideration motions is California Code of Civil Procedure Section  
27 1008(a) which provides, "When an application for an order has been made to a judge, or to a court,  
28 and refused in whole or in part, or granted, or granted conditionally, or on terms, any party affected  
by the order may, within 10 days after service upon the party of written notice of entry of the order  
and based upon new or different facts, circumstances, or law, make application to the same judge or  
court that made the order, to reconsider the matter and modify, amend, or revoke the prior order.

1 "The party making the application shall state by affidavit what application was made before,  
2 when and to what judge, what order or decisions were made, and what new or different facts,  
3 circumstances, or law are claimed to be shown" under Section 1008(a). Plaintiff has submitted  
4 herewith the Declaration of Scott Douglas Ora in support of Motion for Reconsideration.

## 5 **2. The Plaintiff Has Timely Filed The Motion For Reconsideration**

6 There are important requirements. First, it must be timely filed. The statutory time to file  
7 this instant motion is "within 10 days of the service of the Notice of Ruling on May 26, 2022  
8 pursuant to California Code of Civil Procedure Section 1008(a). The rule for notices, and filing and  
9 service of papers under California Code of Civil Procedure Section 1013(g) provides, "Electronic  
10 service shall be permitted pursuant to Section 1010.6 and the rules on electronic service in the  
11 California Rules of Court." In turn, California Code of Civil Procedure Section 1010.6(a)(4)(B)  
12 provides, in part, "Any period of notice, or any right or duty to do any act or make any response  
13 within any period or on a date certain after the service of the document, which time period or date is  
14 prescribed by statute or rule of court, shall be extended after service by electronic means by two  
15 court days,..." Accordingly, the "10 days of the service" should "be extended after service by  
16 electronic means by two court days," which means the statutory time to file this instant motion  
17 would be 12 days after service of the Notice of Ruling or June 7, 2022. (Ora Decl. Ex Parte ¶ 17).

## 18 **3. This Court Should Reconsider Its Prior Order Because The Plaintiff Has Made A 19 Sufficient Showing Of New Facts and Circumstances**

20 "The burden under section 1008 is comparable to that of a party seeking a new trial on  
21 the ground of newly discovered evidence: the information must be such that the moving party  
22 could not, with reasonable diligence, have discovered or produced it at the trial. ( *Baldwin v. Home*  
23 *Savings of America* (1997) 59 Cal.App.4th 1192, 1198 Case law after the 1992 amendments  
24 to section 1008 has relaxed the definition of "new or different facts," but it is still necessary that the  
25 party seeking that relief offer some fact or circumstance not previously considered by the court."  
26 (See *Garcia v. Hejmadi* 58 Cal.App.4th 674, 689-690 (Cal. Ct. App. 1997) *New York Times Co. v.*  
27 *Superior Court* (2005)135 Cal.App.4th 206, 212-13.

28 On May 26, 2022, the Hollywood Chamber served to the Plaintiff the Notice of Ruling for  
the Court's order made on May 17, 2021 for the Defendant's Demurrer ("Notice of Ruling"). (Ora  
Decl. Ex Parte ¶ 14). (Ora Decl. Reconsider. ¶ 12). What follows is the new facts and circumstances  
not previously considered by the Court that Plaintiff discovered after the Court's ruling on May 17,  
2022.

1 The Plaintiff began his preparation of the Plaintiff's Opposition to Defendant Hollywood  
2 Chamber of Commerce's Motion for Sanctions against Plaintiff [California Code of Civil Procedure  
3 128.5/128.7] ("Opposition to Motion for Sanctions") on May 18, 2022 following the ruling of the  
4 Court on the Defendants' Demurrer on May 17, 2022. During the preparation of the Plaintiff's  
5 Opposition to the Motion for Sanctions, the Plaintiff learned of new information. The Plaintiff could  
6 not have discovered this information prior to the date of the ruling on May 17, 2022 because the  
7 Plaintiff learned of the new information during the preparation of the Plaintiff's Opposition to the  
8 Motion for Sanctions which began on May 18, 2022. (Ora Decl. Reconsider. ¶ 5)

9 The Plaintiff learned new information from the preparation of the Plaintiff's Opposition to  
10 Motion for Sanctions, as stated, "The Hollywood Chamber has attempted to invent a case that  
11 sanctions should be imposed under Code of Civil Procedure Section 128.5 and/or Code of Civil  
12 Procedure Section 128.5 because the FAC is frivolous. The Plaintiff has demonstrated that the  
13 Hollywood Chamber has failed to meet its burden. Accordingly, sanctions under California Code of  
14 Civil Procedure Section 128.5 are inappropriate because the FAC is totally and completely with  
15 substantial merit and whose primary purpose was for the Hollywood Chamber to install the star on  
16 the Walk of Fame awarded to Robin; sanctions under California Code of Civil Procedure Section  
17 128.7 are also inappropriate because the claims and other legal arguments made by Plaintiff are  
18 warranted by existing law and the allegations and other factual contentions have evidentiary  
19 support." (Oppo. Sanctions 13:26-14:6) (Ora Decl. Reconsider. ¶ 6)

20 Further, the Plaintiff learned new information from the preparation of the Plaintiff's  
21 Opposition to Motion for Sanctions, as stated, "California Code of Civil Procedure Section 128.5(c)  
22 states, in relevant part, '...In determining what sanctions, if any, should be ordered, the court shall  
23 consider whether a party seeking sanctions has exercised due diligence.' The Hollywood Chamber's  
24 Motion for Sanctions reveals that it failed to exercise due diligence in seeking sanctions against the  
25 Plaintiff. The Plaintiff has demonstrated that all the claims made by the Hollywood Chamber in the  
26 Hollywood Chamber's Motion for Sanctions have no merit. The Motion for Sanctions looks like a  
27 new version of the Defendants Demurrer to the Plaintiff's FAC with citation of statutory law and  
28 related cases to sanctions but no analysis or documentation to support its conclusion. It appears as if  
the Hollywood Chamber has an ulterior motive for filing the Motion for Sanctions, discussed later,  
were the sole reason for its actions. Because the Hollywood Chamber failed to exercise due  
diligence in seeking sanctions against the Plaintiff, it would be inappropriate to impose sanctions on  
the Plaintiff." (Oppo. Sanctions 8:4-14) (Ora Decl. Reconsider. ¶ 7)

1 Furthermore, the Plaintiff learned new information from the preparation of the Plaintiff's  
2 Opposition to Motion for Sanctions, as stated, "In the meantime, the Hollywood Chamber is  
3 expending significant time to file the Hollywood Chamber's Motion for Sanctions that is in itself  
4 frivolous. The Plaintiff has demonstrated that all the claims made by the Hollywood Chamber in the  
5 Hollywood Chamber's Motion for Sanctions have no merit. As a result, the Motion for Sanctions is  
6 properly deemed to be either totally and completely without merit, presented primarily for an  
7 improper purpose, not warranted by existing law, and lacked evidentiary merit – or any combination  
8 thereof, or all four under California Code of Civil Procedure Section 128.7(b)." (Oppo. Sanctions  
12:20-26) (Ora Decl. Reconsider. ¶ 8)

9 "Further, the true motive for the Hollywood Chamber's Motion for Sanctions can be gained  
10 by its rational in the conclusion, "Awarding monetary sanctions to cover the cost of responding to  
11 this lawsuit and striking Plaintiff Ora's frivolous Motion would serve to deter Plaintiff Ora from  
12 bringing frivolous complaints or amended complaints unsupported by law in the future." (Motion  
13 for Sanctions 19:7-9) Given there is no evidence of a frivolous FAC, the sole purpose of the  
14 Hollywood Chamber's Motion for Sanctions was to intimidate him to pull his FAC interfering with  
15 Plaintiff's litigation right to amend his Complaint. In other words, the 800-pound gorilla Hollywood  
16 Chamber is attempting to use its powerful status that it can act without regard to the rights of the  
17 Plaintiff or the law." (Oppo. Sanctions 13:2-10) (Ora Decl. Reconsider. ¶ 8)

17 The Plaintiff learned new information on May 27, 2022 from the Defendant's Reply to the  
18 Plaintiff's Opposition to the Motion for Sanctions. First, the Hollywood Chamber's Motion for  
19 Sanctions stated, "Defendant HOLLYWOOD CHAMBER OF COMMERCE ("the Chamber" or  
20 "Defendant"), hereby respectfully submits the following Memorandum of Points and Authorities in  
21 support of its Motion for Sanctions under California Code of Civil Procedure Sections 128.5 and  
22 128.7 against Plaintiff SCOTT DOUGLAS ORA ("Plaintiff Ora" or "Plaintiff") on the grounds that  
23 he filed, and continue to pursue, a frivolous complaint against the Chamber, asserting claims that  
24 are totally and completely without merit, do not have evidentiary support, and, are not likely to have  
25 evidentiary support." (Def. Sanctions 7:1-7). Then, the Plaintiff learned new information from the  
26 Defendant's Reply to the Plaintiff's Opposition to the Motion for Sanctions that the Hollywood  
27 Chamber stepped up their attack on the Plaintiff to include bad faith, as stated, "Plaintiff's  
28 opposition brief fails to demonstrate why Plaintiff and his actions should not be subject to sanctions  
pursuant to California Code of Civil Procedure §§ 128.5 and 128.7, on the grounds that he presented  
to this Court a frivolous, bad faith First Amended Complaint ("FAC") against Defendant



1 HOLLYWOOD CHAMBER OF COMMERCE ("the Chamber" or "Defendant"), asserting claims  
2 that are totally and completely without merit, and which do not have evidentiary support." (Def.  
3 Sanctions Reply 2:2-7) (Ora Decl. Reconsider. ¶ 9)

4 Further, the Plaintiff learned from the Defendant's Reply to the Plaintiff's Opposition to the  
5 Motion for Sanctions, as stated, "And, contrary to what Plaintiff alleges in his Opposition..., the  
6 Court has never made any concession or statement to the effect that there was "a contract [between  
7 the parties] which means that the Plaintiff was successful in demonstrating that the Robin contract  
8 was formed between the Hollywood Chamber and Mrs. Robin and Bob Hope." Plaintiff's allegation  
9 is false and clearly shows bad faith, which warrants the granting of the Chamber's Motion for  
10 Sanctions." (Def. Sanctions Reply 4:5-9) The Defendants have taken this out of context so for the  
11 record here is what the Plaintiff's Opposition to Motion for Sanctions said, "In the Court's ruling on  
12 May 17, 2022 that sustained the Defendants' Demurrer filed by Hollywood Chamber, it recognized  
13 the potential contract, "In other words, there are two theories here: (1) the nomination was an offer,  
14 which was accepted by Mr. Grant, with the two conditions precedent, or (2) Mr. Grant's letter  
15 constituted an offer, to which there was no acceptance. Under the former theory, which is what the  
16 FAC asserts, Plaintiff has failed to show performance of the two conditions precedent. Under the  
17 latter theory, there is no contract at all." Further recognition was given by the Court of the viability  
18 of the existence of a contract, as stated, "Plaintiff has still not shown the existence of a contract and  
19 even if he has, there are insufficient facts to demonstrate performance of the conditions precedent."  
20 (Oppo. Sanctions 3:24-4:4) Further, "This appears to be a concession that there is indeed a contract  
21 which means that the Plaintiff was successful in demonstrating that the Robin Contract was  
22 formed between the Hollywood Chamber and Mrs. Robin and Bob Hope." (Oppo.Sanctions 6:22-  
23 25) (Ora Decl. Reconsider. ¶ 9) **It is unequivocal that there is absolutely no bad faith here by  
24 the Plaintiff.**

25 Finally, another new development, after the Honorable Judge Bruce G. Iwasaki made his  
26 ruling on the Defendants' Demurrer, he acknowledged that he observed on the Court docket the  
27 upcoming Defendants' Motion for Sanctions and said these words of wisdom to the Defendants  
28 counsel, "I would think about it." When the Defendants counsel questioned whether the Defendants  
should make changes and refile it, the Judge simply repeated, "I would think about it!" As expected,  
the outcome of the Motion for Sanctions was denied but achieved its purpose to prejudice the  
Plaintiff and influence the ruling of the Court. (Ora Decl. Reconsider. ¶ 13)

1 A last minute development, on June 6, 2022, a hearing is scheduled to be held on the  
2 Hollywood Chamber's Motion for Sanctions Against Plaintiff [California Code of Civil Procedure  
3 128.5/128.7]. The tentative ruling by the Court provided, as follows: "Defendant's motion does not  
4 separate out the alleged conduct between sections 128.5 and 128.7 and treats the statutes the same.  
5 Counsel has not otherwise provided any evidence that Plaintiff has engaged in bad-faith tactics to  
6 delay proceedings; moreover, the Court has already granted Defendant's request for nonmonetary  
7 sanctions by dismissing the case. While Defendant's second demurrer was sustained without leave,  
8 the Court does not find the existence of bad faith merely because Plaintiff did not substantially  
9 modify his complaint, nor does this create a presumption that sanctions are warranted. A single  
10 demurrer to the initial complaint which was sustained with leave to amend does not necessarily  
11 warrant imposition of sanctions. The motion for monetary sanctions is denied." Attached hereto as  
12 Exhibit G is a true and correct copy of the tentative ruling. (Ora Decl. Reconsider. ¶ 13)

13 In light of these developments regarding new information about the Hollywood Chamber's  
14 Motion for Sanctions and related matters, the Plaintiff now pursues a Motion for Reconsideration of  
15 Ruling that sustained the Defendants' Demurrer. The Plaintiff seeks an order of modification to the  
16 order made on May 17, 2022 to allow Plaintiff with leave to amend. (Ora Decl. Reconsider. ¶ 11)

17 If relief is not granted, Plaintiff will suffer irreparable harm because the Plaintiff was greatly  
18 prejudiced by the Hollywood Chamber's Motion for Sanctions which is totally and completely  
19 without merit. Given there is no evidence of a frivolous FAC, the primary purpose of the  
20 Hollywood Chamber's Motion for Sanctions was to prejudice Plaintiff to influence the upcoming  
21 hearing on the ruling on the Defendants' Demurrer scheduled on May 17, 2022. (Ora Decl.  
22 Reconsider. ¶ 12).

#### 23 **4. The Court Should Grant Reconsideration of the Order made on May 17, 2022 with** 24 **modification to the Order**

25 The Plaintiff proposes that the Court Grant Reconsideration of the Order made on May 17,  
26 2022 with modification to the order. The Plaintiff's Motion for Reconsideration seeks to modify the  
27 order made on May 17, 2022 to allow Plaintiff with leave to amend.

#### 28 **B. Plaintiff was Prejudiced by the Hollywood Chamber's Made-Up Motion for** **Sanctions**

#### **1. The Motion for Sanctions is Totally and Completely Without Merit, Presented** **Primarily for an Improper Purpose**

1 The Plaintiff learned new information from the preparation of the Plaintiff's Opposition to  
2 Motion for Sanctions. **After taking a critical look at the Hollywood Chamber's Motion for**  
3 **Sanctions in preparation of Plaintiff's Opposition to Motion for Sanctions, the Plaintiff**  
4 **realized that the Motion for Sanctions is totally and completely without merit**, as stated, "The  
5 Hollywood Chamber has attempted to invent a case that sanctions should be imposed under Code of  
6 Civil Procedure Section 128.5 and/or Code of Civil Procedure Section 128.5 because the FAC is  
7 frivolous. The Plaintiff has demonstrated that the Hollywood Chamber has failed to meet its burden.  
8 Accordingly, sanctions under California Code of Civil Procedure Section 128.5 are inappropriate  
9 because the FAC is totally and completely with substantial merit and whose primary purpose was  
10 for the Hollywood Chamber to install the star on the Walk of Fame awarded to Robin; sanctions  
11 under California Code of Civil Procedure Section 128.7 are also inappropriate because the claims  
12 and other legal arguments made by Plaintiff are warranted by existing law and the allegations and  
13 other factual contentions have evidentiary support." (Oppo. Sanctions 13:26-14:6) (Ora Decl.  
14 Reconsider. ¶ 6) **Given that the Motion for Sanctions is totally and completely without merit,**  
15 **the Plaintiff believes it was presented primarily for an improper purpose.**

16 The Plaintiff learned new information on May 27, 2022 from the Defendant's Reply to the  
17 Plaintiff's Opposition to the Motion for Sanctions. First, the Hollywood Chamber's Motion for  
18 Sanctions stated, "Defendant HOLLYWOOD CHAMBER OF COMMERCE ("the Chamber" or  
19 "Defendant"), hereby respectfully submits the following Memorandum of Points and Authorities in  
20 support of its Motion for Sanctions under California Code of Civil Procedure Sections 128.5 and  
21 128.7 against Plaintiff SCOTT DOUGLAS ORA ("Plaintiff Ora" or "Plaintiff") on the grounds that  
22 he filed, and continue to pursue, a frivolous complaint against the Chamber, asserting claims that  
23 are totally and completely without merit, do not have evidentiary support, and, are not likely to have  
24 evidentiary support." (Def. Sanctions 7:1-7). **Then, the Plaintiff learned new information from**  
25 **the Defendant's Reply to the Plaintiff's Opposition to the Motion for Sanctions that the**  
26 **Hollywood Chamber stepped-up their attack on him to emphasize bad faith**, as stated,  
27 "Plaintiff's opposition brief fails to demonstrate why Plaintiff and his actions should not be subject  
28 to sanctions pursuant to California Code of Civil Procedure §§ 128.5 and 128.7, on the grounds that  
he presented to this Court a **frivolous, bad faith** First Amended Complaint ("FAC") against  
Defendant HOLLYWOOD CHAMBER OF COMMERCE ("the Chamber" or "Defendant"),  
asserting claims that are totally and completely without merit, and which do not have evidentiary  
support." ." (Def. Sanctions Reply 2:2-7) (Ora Decl. Reconsider. ¶ 9)

1 Further, the Plaintiff learned from the Defendant's Reply to the Plaintiff's Opposition to the  
2 Motion for Sanctions, **greater insight of the attempt by the Hollywood Chamber to conjure up**  
3 **a case that sanctions should be imposed**, as stated, "And, contrary to what Plaintiff alleges in his  
4 Opposition..., the Court has never made any concession or statement to the effect that there was "a  
5 contract [between the parties] which means that the Plaintiff was successful in demonstrating that  
6 the Robin contract was formed between the Hollywood Chamber and Mrs. Robin and Bob Hope."  
7 Plaintiff's allegation is false and clearly shows bad faith, which warrants the granting of the  
8 Chamber's Motion for Sanctions." (Def. Sanctions Reply 4:5-9) The Defendants have taken this out  
9 of context so for the record here is what the Plaintiff's Opposition to Motion for Sanctions said, "In  
10 the Court's ruling on May 17, 2022 that sustained the Defendants' Demurrer filed by Hollywood  
11 Chamber, it recognized the potential contract, "In other words, there are two theories here: (1) the  
12 nomination was an offer, which was accepted by Mr. Grant, with the two conditions precedent, or  
13 (2) Mr. Grant's letter constituted an offer, to which there was no acceptance. Under the former  
14 theory, which is what the FAC asserts, Plaintiff has failed to show performance of the two  
15 conditions precedent. Under the latter theory, there is no contract at all." Further recognition was  
16 given by the Court of the viability of the existence of a contract, as stated, "Plaintiff has still not  
17 shown the existence of a contract and even if he has, there are insufficient facts to demonstrate  
18 performance of the conditions precedent." (Oppo. Sanctions 3:24-4:4) Further, **"This appears to be**  
19 **a concession** that there is indeed a contract which means that the Plaintiff was successful in  
20 demonstrating that the Robin ∞ Contract was formed between the Hollywood Chamber and Mrs.  
21 Robin and Bob Hope." (Oppo.Sanctions 6:22-25) (Ora Decl. Reconsider. ¶ 9) **It is unequivocal**  
**that there is absolutely no bad faith here by the Plaintiff. It is more the case that the**  
**Hollywood Chamber is displaying bad faith by their conduct to take the Plaintiff's words out**  
**of context to support an untenable position.**

## 22 **2. The Hollywood Chamber's Motion for Sanctions Reveals that it Failed To Exercise** 23 **Due Diligence in Seeking Sanctions Against the Plaintiff**

24 Further, the Plaintiff learned new information from the preparation of the Plaintiff's  
25 Opposition to Motion for Sanctions. **After taking a critical look at the Hollywood Chamber's**  
26 **Motion for Sanctions in preparation of Plaintiff's Opposition to Motion for Sanctions, the**  
27 **Plaintiff learned the Hollywood Chamber failed to exercise due diligence in seeking sanctions**  
28 **against the Plaintiff**, as stated, "California Code of Civil Procedure Section 128.5(c) states, in  
relevant part, '...In determining what sanctions, if any, should be ordered, the court shall consider

1 whether a party seeking sanctions has exercised due diligence.' The Hollywood Chamber's Motion  
2 for Sanctions reveals that it failed to exercise due diligence in seeking sanctions against the  
3 Plaintiff. The Plaintiff has demonstrated that all the claims made by the Hollywood Chamber in the  
4 Hollywood Chamber's Motion for Sanctions have no merit. The Motion for Sanctions looks like a  
5 new version of the Defendants Demurrer to the Plaintiff's FAC with citation of statutory law and  
6 related cases to sanctions but no analysis or documentation to support its conclusion. **It appears as**  
7 **if the Hollywood Chamber has an ulterior motive for filing the Motion for Sanctions,**  
8 **discussed later, were the sole reason for its actions.** Because the Hollywood Chamber failed to  
9 exercise due diligence in seeking sanctions against the Plaintiff, it would be inappropriate to impose  
sanctions on the Plaintiff." (Oppo. Sanctions 8:4-14) (Ora Decl. Reconsider. ¶ 7)

### 10 **3. The True Motive for the Hollywood Chamber's Motion for Sanctions**

11 Furthermore, the Plaintiff learned new information from the preparation of the Plaintiff's  
12 Opposition to Motion for Sanctions. **After taking a critical look at the Hollywood Chamber's**  
13 **Motion for Sanctions in preparation of Plaintiff's Opposition to Motion for Sanctions, the**  
14 **Plaintiff began to understand the true motive for the Hollywood Chamber's Motion for**  
15 **Sanctions,** as stated, "In the meantime, the Hollywood Chamber is expending significant time to  
16 file the Hollywood Chamber's Motion for Sanctions that is in itself frivolous. The Plaintiff has  
17 demonstrated that all the claims made by the Hollywood Chamber in the Hollywood Chamber's  
18 Motion for Sanctions have no merit. As a result, the Motion for Sanctions is properly deemed to be  
19 either totally and completely without merit, presented primarily for an improper purpose, not  
20 warranted by existing law, and lacked evidentiary merit – or any combination thereof, or all four  
under California Code of Civil Procedure Section 128.7(b)." (Oppo. Sanctions 12:20-26) (Ora Decl.  
Reconsider. ¶ 8)

21 "Further, **the true motive for the Hollywood Chamber's Motion for Sanctions can be**  
22 **gained** by its rational in the conclusion, "Awarding monetary sanctions to cover the cost of  
23 responding to this lawsuit and striking Plaintiff Ora's frivolous Motion would serve to deter  
24 Plaintiff Ora from bringing frivolous complaints or amended complaints unsupported by law in the  
25 future." (Motion for Sanctions 19:7-9) **Given there is no evidence of a frivolous FAC, the sole**  
26 **purpose of the Hollywood Chamber's Motion for Sanctions was to intimidate him** to pull his  
27 FAC interfering with Plaintiff's litigation right to amend his Complaint. In other words, the 800-  
pound gorilla Hollywood Chamber is attempting to use its powerful status that it can act without  
regard to the rights of the Plaintiff or the law." (Oppo. Sanctions 13:2-10) (Ora Decl. Reconsider. ¶

1 8) More so, after analyzing the facts in preparation of the Plaintiff's Opposition to the Motion  
2 for Sanctions, the Plaintiff has demonstrated that the primary purpose of the Hollywood  
3 Chamber's Motion for Sanctions was to prejudice the Plaintiff and influence the ruling of the  
4 Court made on May 17, 2022.

#### 4. The Plaintiff was Outnumbered by the Hollywood Chamber's Multiple Filings

5 A party filing a motion must serve and file a supporting memorandum in compliance with  
6 the rules under California Rules of Court, Rule 3.1113. For example, page limits must be complied  
7 with as set forth in California Rules of Court, Rule 3.1113(d), which provides in part, "Except in a  
8 summary judgment or summary adjudication motion, no opening or responding memorandum may  
9 exceed 15 pages...." The Hollywood Chamber circumvented this rule by filing the Motion for  
10 Sanctions on May 11, 2022 (Ora Decl. Ex Parte ¶ 11). As stated above from the Plaintiff's  
11 Opposition to Motion for Sanctions, the Motion for Sanctions looks like a new version of the  
12 Defendants Demurrer to the Plaintiff's FAC with citation of statutory law and related cases to  
sanctions but no analysis or documentation to support its conclusion.

13 Leading up to the hearing on May 17, 2022 where the Court made the ruling (Ora Decl. Ex  
14 Parte ¶ 11), on April 18, 2022, the Hollywood Chamber filed with the Court and served Plaintiff the  
15 Defendants' Demurrer (Ora Decl. Ex Parte ¶ 6) and on May 3, 2022, the Plaintiff filed with the  
16 Court and served Plaintiff's Opposition to the Defendants' Demurrer. (Ora Decl. Ex Parte ¶ 8).  
17 Down the stretch right before the hearing, on May 10, 2022, the Hollywood Chamber filed with the  
18 Court and served Plaintiff the Defendant's Reply to Plaintiff's Opposition to the Hollywood  
19 Chamber's Demurrer. (Ora Decl. Ex Parte ¶ 9) and on May 11, 2022, the Hollywood Chamber filed  
20 with the Court and served Plaintiff the Hollywood Chamber's Motion for Sanctions Against  
21 Plaintiff. (Ora Decl. Ex Parte ¶ 10). **Given that the Motion for Sanctions is totally and**  
22 **completely without merit, the Plaintiff was outnumbered 3 to 1 by the Hollywood Chamber's**  
23 **multiple filings circumventing the limit rules** under California Rules of Court, Rule 3.1113(d).  
24 **The primary purpose of the Hollywood Chamber's Motion for Sanctions was to self-**  
**indulgently prejudice the Plaintiff and influence the ruling of the Court made on May 17,**  
**2022.**

#### 5. The Hollywood Chamber's Rambo Style Tactics with the Motion for Sanctions Against the Plaintiff is Highly Prejudicial

27 It is gained from the new information that Plaintiff was prejudiced by the Hollywood  
28 Chamber's made-up Motion for Sanctions that took place prior to the ruling by the Court on May

1 17, 2022. This is supported by the evidence that the Motion for Sanctions is totally and completely  
2 without merit. Further, the Hollywood Chamber's Motion for Sanctions reveals that it failed to  
3 exercise due diligence in seeking sanctions against the Plaintiff. Based on all of the new  
4 information, the Plaintiff asserts that the primary purpose of the Hollywood Chamber's Motion for  
5 Sanctions was to influence the ruling of the Court made on May 17, 2022. The Plaintiff was  
6 outnumbered 3 to 1 by the Hollywood Chamber's Motion for Sanctions circumventing the limit  
7 rules under California Rules of Court, Rule 3.1113(d) which was to influence the ruling of the Court  
8 made on May 17, 2022. The primary purpose of the Hollywood Chamber's Motion for Sanctions  
9 was to prejudice the Plaintiff to impact the ruling by the Court on May 17, 2022.

10 **The conduct by the Hollywood Chamber in bringing the Defendants Motion for**  
11 **Sanctions is outrageous and highly prejudicial.** The Rambo style tactics like that employed here  
12 by the Hollywood Chamber is covered in this scholarly article Gideon Kanner, *Welcome Home*  
13 *Rambo: High-Minded Ethics and Low-Down Tactics in the Courts*, 25 Loy. L.A. L. Rev. 81 (1991)  
14 In *Horn v. Atchison T. & S. F. Ry. Co.*, (1964) 61 Cal.2d 602, the Court was critical regarding the  
15 unsavory tactics used by the Plaintiff's attorneys, "The sum result of counsel's remarks was such as  
16 to create an atmosphere of bias and prejudice which manifestly was calculated to deprive defendant  
17 of a fair trial. Certainly such conduct cannot be condoned." The same could be said here in the  
18 instant case. **The purpose of the Hollywood Chamber's Motion for Sanctions was calculated to**  
19 **prejudice and to deprive the Plaintiff for his case to be decided on the merits. Certainly such**  
20 **conduct by the Hollywood Chamber cannot be condoned.**

#### 21 **C. The Honorable Judge Bruce G. Iwasaki Majestically with Judicial Wisdom**

#### 22 **Presiding Over the Hearing**

23 The Honorable Judge Bruce G. Iwasaki majestically with judicial wisdom presiding over the  
24 hearing allowed the Plaintiff and the Defendants an opportunity to express their arguments. After  
25 the Judge made his ruling on the Defendants' Demurrer, he acknowledged that he observed on the  
26 Court docket the upcoming Defendants' Motion for Sanctions and said these words of wisdom to  
27 the Defendants counsel, "I would think about it." When the Defendants counsel questioned whether  
28 the Defendants should make changes and refile it, the Judge simply repeated, "I would think about  
it!" As expected, the outcome of the Motion for Sanctions was denied but achieved its purpose to  
prejudice the Plaintiff and influence the ruling of the Court. (Ora Decl. Reconsider. ¶ 13)





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Executed in Sherman Oaks, California  
DATED: June 7, 2022

Respectfully Submitted,

By: Scott Douglas Ora  
Scott Douglas Ora  
In Pro Per

**DECLARATION OF SCOTT DOUGLAS ORA**  
**IN SUPPORT OF MOTION FOR RECONSIDERATION**

I, Scott Douglas Ora, am the Plaintiff in this matter, and I declare as follows:

1. I make this declaration based on personal knowledge, and would and could testify to the truthfulness of the contents herein.

2. I make this declaration in support of Plaintiff's Ex Parte Application for Motion for Reconsideration of Ruling that sustained the Defendant's Demurrer with Motion to Strike ("Defendant's Demurrer") but modify to allow Plaintiff with leave to amend.

3. On May 26, 2022, the Hollywood Chamber served to the Plaintiff the Notice of Ruling for the Court's order made on May 17, 2021 for the Defendant's Demurrer ("Notice of Ruling"). (Ora Decl. Ex Parte ¶ 14).

4. The statutory time to file this instant motion is within 10 days of the service of the Notice of Ruling on May 26, 2022 pursuant to California Code of Civil Procedure Section 1008(a). The rule for notices, and filing and service of papers under California Code of Civil Procedure Section 1013(g) provides, "Electronic service shall be permitted pursuant to Section 1010.6 and the rules on electronic service in the California Rules of Court." In turn, California Code of Civil Procedure Section 1010.6(a)(4)(B) provides, in part, "Any period of notice, or any right or duty to do any act or make any response within any period or on a date certain after the service of the document, which time period or date is prescribed by statute or rule of court, shall be extended after service by electronic means by two court days,..." Accordingly, the "10 days of the service" should "be extended after service by electronic means by two court days," which means the statutory time to file this instant motion would be 12 days after service of the Notice of Ruling or June 7, 2022. (Ora Decl. Ex Parte ¶ 17) According to the minute order, the presiding Judge was the Honorable Bruce G. Iwasaki in Department 58. A copy of the Notice of Ruling is hereto attached as Exhibit A.

5. I began my preparation of the Plaintiff's Opposition to Defendant Hollywood Chamber of Commerce's Motion for Sanctions against Plaintiff [California Code Of Civil Procedure 128.5/128.7] ("Opposition to Motion for Sanctions") on May 18, 2022 following the ruling of the Court on the Defendants' Demurrer. During the preparation of the Plaintiff's Opposition to the Motion for Sanctions, I learned of new information. I could not have discovered this information prior to the date of the ruling on May 17, 2022 because I learned of the new information during the preparation of the Plaintiff's Opposition to the Motion for Sanctions which began on May 18, 2022 following the ruling of the Court on the Defendants' Demurrer.

1           6. I learned new information from the preparation of the Plaintiff's Opposition to Motion for  
2 Sanctions, as stated, "The Hollywood Chamber has attempted to invent a case that sanctions should  
3 be imposed under Code of Civil Procedure Section 128.5 and/or Code of Civil Procedure Section  
4 128.5 because the FAC is frivolous. The Plaintiff has demonstrated that the Hollywood Chamber  
5 has failed to meet its burden. Accordingly, sanctions under Code of Civil Procedure Section 128.5  
6 are inappropriate because the FAC is totally and completely without substantial merit and whose  
7 primary purpose was for the Hollywood Chamber to install the star on the Walk of Fame awarded to  
8 Robin; sanctions under Code of Civil Procedure Section 128.7 are also inappropriate because the  
9 claims and other legal arguments made by Plaintiff are warranted by existing law and the  
10 allegations and other factual contentions have evidentiary support." (Oppo. Sanctions 13:26-14:6)

11           7. Further, I learned new information from the preparation of the Plaintiff's Opposition to  
12 Motion for Sanctions, as stated, "Code of Civil Procedure Section 128.5(c) states, in relevant part,  
13 '...In determining what sanctions, if any, should be ordered, the court shall consider whether a party  
14 seeking sanctions has exercised due diligence.' The Hollywood Chamber's Motion for Sanctions  
15 reveals that it failed to exercise due diligence in seeking sanctions against the Plaintiff. The Plaintiff  
16 has demonstrated that all the claims made by the Hollywood Chamber in the Hollywood Chamber's  
17 Motion for Sanctions have no merit. The Motion for Sanctions looks like a new version of the  
18 Defendants Demurrer to the Plaintiff's FAC with citation of statutory law and related cases to  
19 sanctions but no analysis or documentation to support its conclusion. It appears as if the Hollywood  
20 Chamber has an ulterior motive for filing the Motion for Sanctions, discussed later, were the sole  
21 reason for its actions. Because the Hollywood Chamber failed to exercise due diligence in seeking  
22 sanctions against the Plaintiff, it would be inappropriate to impose sanctions on the Plaintiff."  
23 (Oppo. Sanctions 8:4-14)

24           8. Furthermore, I learned new information from the preparation of the Plaintiff's Opposition  
25 to Motion for Sanctions, as stated, "In the meantime, the Hollywood Chamber is expending  
26 significant time to file the Hollywood Chamber's Motion for Sanctions that is in itself frivolous. The  
27 Plaintiff has demonstrated that all the claims made by the Hollywood Chamber in the Hollywood  
28 Chamber's Motion for Sanctions have no merit. As a result, the Motion for Sanctions is properly  
deemed to be either totally and completely without merit, presented primarily for an improper  
purpose, not warranted by existing law, and lacked evidentiary merit – or any combination thereof,  
or all four under Code of Civil Procedure Section 128.7(b)." (Oppo. Sanctions 12:20-26)

1 "Further, the true motive for the Hollywood Chamber's Motion for Sanctions can be gained  
2 by its rational in the conclusion, "Awarding monetary sanctions to cover the cost of responding to  
3 this lawsuit and striking Plaintiff Ora's frivolous Motion would serve to deter Plaintiff Ora from  
4 bringing frivolous complaints or amended complaints unsupported by law in the future." (Motion  
5 for Sanctions 19:7-9) Given there is no evidence of a frivolous FAC, the sole purpose of the  
6 Hollywood Chamber's Motion for Sanctions was to intimidate him to pull his FAC interfering with  
7 Plaintiff's litigation right to amend his Complaint. In other words, the 800-pound gorilla Hollywood  
8 Chamber is attempting to use its powerful status that it can act without regard to the rights of the  
9 Plaintiff or the law." (Oppo. Sanctions 13:2-10)

9 9. I learned new information on May 27, 2022 from the Defendant's Reply to the Plaintiff's  
10 Opposition to the Motion for Sanctions. First, the Hollywood Chamber's Motion for Sanctions  
11 stated, "Defendant HOLLYWOOD CHAMBER OF COMMERCE ("the Chamber" or  
12 "Defendant"), hereby respectfully submits the following Memorandum of Points and Authorities in  
13 support of its Motion for Sanctions under California Code of Civil Procedure ("Code Civ. Proc.")  
14 Sections 128.5 and 128.7 against Plaintiff SCOTT DOUGLAS ORA ("Plaintiff Ora" or "Plaintiff")  
15 on the grounds that he filed, and continue to pursue, a frivolous complaint against the Chamber,  
16 asserting claims that are totally and completely without merit, do not have evidentiary support, and,  
17 are not likely to have evidentiary support." (Def. Sanctions 7:1-7). Then, I learned new information  
18 from the Defendant's Reply to the Plaintiff's Opposition to the Motion for Sanctions that the  
19 Hollywood Chamber stepped it up their attack on me to include bad faith, as stated, "Plaintiff's  
20 opposition brief fails to demonstrate why Plaintiff and his actions should not be subject to sanctions  
21 pursuant to California Code of Civil Procedure §§ 128.5 and 128.7, on the grounds that he presented  
22 to this Court a frivolous, bad faith First Amended Complaint ("FAC") against Defendant  
23 HOLLYWOOD CHAMBER OF COMMERCE ("the Chamber" or "Defendant"), asserting claims  
24 that are totally and completely without merit, and which do not have evidentiary support." (Def.  
25 Sanctions Reply 2:2-7)

26 Further, I learned from the Defendant's Reply to the Plaintiff's Opposition to the Motion for  
27 Sanctions, as stated, "And, contrary to what Plaintiff alleges in his Opposition..., the Court has  
28 never made any concession or statement to the effect that there was "a contract [between the  
parties] which means that the Plaintiff was successful in demonstrating that the Robin contract was  
formed between the Hollywood Chamber and Mrs. Robin and Bob Hope." Plaintiff's allegation is  
false and clearly shows bad faith, which warrants the granting of the Chamber's Motion for

Sanctions." (Def. Sanctions Reply 4:5-9) The Defendants have taken this out of context so for the record here is what the Plaintiff's Opposition to Motion for Sanctions said, "In the Court's ruling on May 17, 2022 that sustained the Defendants' Demurrer filed by Hollywood Chamber, it recognized the potential contract, "In other words, there are two theories here: (1) the nomination was an offer, which was accepted by Mr. Grant, with the two conditions precedent, or (2) Mr. Grant's letter constituted an offer, to which there was no acceptance. Under the former theory, which is what the FAC asserts, Plaintiff has failed to show performance of the two conditions precedent. Under the latter theory, there is no contract at all." Further recognition was given by the Court of the viability of the existence of a contract, as stated, "Plaintiff has still not shown the existence of a contract and even if he has, there are insufficient facts to demonstrate performance of the conditions precedent." (Oppo. Sanctions 3:24-4:4) Further, "This appears to be a concession that there is indeed a contract which means that the Plaintiff was successful in demonstrating that the Robin  $\propto$  Contract was formed between the Hollywood Chamber and Mrs. Robin and Bob Hope." (Oppo.Sanctions 6:22-25) **It is unequivocal that there is absolutely no bad faith here by the Plaintiff.**

10. On June 6, 2022, a hearing is scheduled to be held on the Hollywood Chamber's Motion for Sanctions Against Plaintiff [California Code of Civil Procedure 128.5/128.7]. The tentative ruling for the Motion for Sanctions issued by the Court was that "The motion for sanctions is denied." Attached hereto as Exhibit G is a true and correct copy of the tentative ruling.

11. In light of these developments regarding new information about the Hollywood Chamber's Motion for Sanctions and related matters, the Plaintiff now pursues a Motion for Reconsideration of Ruling that sustained the Defendants' Demurrer. The Plaintiff seeks an order of modification to the order made on May 17, 2022 to allow Plaintiff with leave to amend.

12. If relief is not granted, Plaintiff will suffer irreparable harm because the Plaintiff was greatly prejudiced by the Hollywood Chamber's Motion for Sanctions which is totally and completely without merit. Given there is no evidence of a frivolous FAC, the primary purpose of the Hollywood Chamber's Motion for Sanctions was to prejudice Plaintiff to influence the upcoming hearing on the ruling on the Defendants' Demurrer scheduled on May 17, 2022.

13. Finally, another new development, after the Honorable Judge Bruce G. Iwasaki made his ruling on the Defendants' Demurrer, he acknowledged that he observed on the Court docket the upcoming Defendants' Motion for Sanctions and said these words of wisdom to the Defendants counsel, "I would think about it." When the Defendants counsel questioned whether the Defendants should make changes and refile it, the Judge simply repeated, "I would think about it!" As expected,

1 the outcome of the Motion for Sanctions was denied but achieved its purpose to prejudice the  
2 Plaintiff and influence the ruling of the Court.

3 A last minute development, on June 6, 2022, a hearing is scheduled to be held on the  
4 Hollywood Chamber's Motion for Sanctions Against Plaintiff [California Code of Civil Procedure  
5 128.5/128.7]. The tentative ruling issued in advance by the Court provided, as follows:

6 "Defendant's motion does not separate out the alleged conduct between sections 128.5 and 128.7  
7 and treats the statutes the same. Counsel has not otherwise provided any evidence that Plaintiff has  
8 engaged in bad-faith tactics to delay proceedings; moreover, the Court has already granted  
9 Defendant's request for nonmonetary sanctions by dismissing the case. While Defendant's second  
10 demurrer was sustained without leave, the Court does not find the existence of bad faith merely  
11 because Plaintiff did not substantially modify his complaint, nor does this create a presumption that  
12 sanctions are warranted. A single demurrer to the initial complaint which was sustained with leave  
13 to amend does not necessarily warrant imposition of sanctions. The motion for monetary sanctions  
14 is denied." Attached hereto as Exhibit G is a true and correct copy of the tentative ruling.

15 14. I respectfully request that the court grant this Motion for Reconsideration.

16 I declare under the penalty of perjury under the laws of the State of California that the  
17 foregoing is true and correct.

18 Executed in Sherman Oaks, California  
19 DATED: June 7, 2022

20 By: Scott Douglas Ora  
21 Scott Douglas Ora  
22 In Pro Per  
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**DECLARATION OF SCOTT DOUGLAS ORA**  
**IN SUPPORT OF PLAINTIFF'S EX PARTE APPLICATION**

I, Scott Douglas Ora, am the Plaintiff in this matter, and I declare as follows:

1. I make this declaration based on personal knowledge, and would and could testify to the truthfulness of the contents herein. I make this declaration in support of Plaintiff Scott Douglas Ora's Ex Parte Application for Notice of Motion and Motion for Reconsideration of Ruling that sustained the Defendant's Demurrer but modify to allow Plaintiff with leave to amend.

2. On June 29, 2021, Plaintiff filed the Verified Complaint against the Hollywood Chamber of Commerce, Hollywood Chamber's Board Of Directors, Hollywood Walk of Fame, Walk of Fame Committee (collectively, "Defendants" or "Hollywood Chamber") for breach of contract, negligence and permanent injunctive relief to install the star on the Hollywood Walk of Fame ("Walk of Fame") awarded to Robin more than 31 years ago.

3. On December 10, 2021, following the Hollywood Chamber's failure to respond after it was served the Plaintiff's Complaint in July 2021, the Court's ruling granted Defendants' Motion to Set Aside/Vacate Default based on the extremely low bar of excusable neglect.

4. On February 16, 2022, the Court's ruling sustained the Defendant's Demurrer with Motion to Strike filed by Hollywood Chamber with leave to amend and focused on three issues concerning the formation and performance of the contract.

5. On March 17, 2022, Plaintiff filed the Verified First Amended Complaint ("FAC") against the Hollywood Chamber for breach of contract, negligence and permanent injunctive relief to install the star on the Walk of Fame awarded to Robin more than 31 years ago.

6. On April 18, 2022, the Hollywood Chamber filed with the Court and served Plaintiff the Defendant's Demurrer with Motion to Strike.

7. On April 19, 2022, counsel for the Hollywood Chamber sent a letter to Plaintiff outlining the Hollywood Chamber's position regarding Plaintiff's FAC and its intention to seek sanctions.

8. On May 3, Plaintiff filed with the Court and served Plaintiff Opposition to the Defendants' Demurrer with Motion to Strike.

9. On May 10, 2022, the Hollywood Chamber filed with the Court and served Plaintiff the Defendant's Reply to Plaintiff's Opposition to the Hollywood Chamber's Demurrer with Motion to Strike.

1           10. On May 11, 2022, the Hollywood Chamber filed with the Court and served Plaintiff the  
2 Hollywood Chamber's Motion for Sanctions Against Plaintiff [California Code of Civil Procedure  
3 128.5/128.7].

4           11. On May 17, 2022, the Court's ruling sustained the Defendant's Demurrer with Motion to  
5 Strike ("Defendant's Demurrer") filed by Hollywood Chamber without leave to amend and focused  
6 on the nonperformance of the Plaintiff as stated, "Plaintiff has still not shown the existence of a  
7 contract and even if he has, there are insufficient facts to demonstrate performance of the conditions  
8 precedent."

9           12. On May 18, 2022, I began preparation of Plaintiff's Opposition to Hollywood's Motion  
10 for Sanctions Against Plaintiff [California Code of Civil Procedure 128.5/128.7].

11           13. On May 23, 2022, the Plaintiff filed with the Court and served Hollywood Chamber the  
12 Plaintiff's Opposition to Hollywood's Motion for Sanctions Against Plaintiff [California Code of  
13 Civil Procedure 128.5/128.7]

14           14. On May 26, 2022, the Hollywood Chamber served to the Plaintiff the Notice of Ruling  
15 for the Court's order made on May 17, 2021 for the Defendant's Demurrer ("Notice of Ruling").

16           15. On May 27, 2022, the Hollywood Chamber filed with the Court and served Plaintiff the  
17 Defendant's Reply to the Plaintiff's Opposition to the Hollywood's Motion for Sanctions Against  
18 Plaintiff [California Code of Civil Procedure 128.5/128.7]

19           16. On June 6, 2022, a hearing is scheduled to be held on the Hollywood Chamber's Motion  
20 for Sanctions Against Plaintiff [California Code of Civil Procedure 128.5/128.7]. The tentative  
21 ruling for the Motion for Sanctions issued by the Court in advance was that "The motion for  
22 sanctions is denied." Attached hereto as Exhibit H is a true and correct copy of the tentative ruling..

23           17. Exigent circumstances exist for this ex parte application because Plaintiff would suffer  
24 irreparable harm as explained above in the accompanying Declaration of Scott Douglas Ora in  
25 support of Motion for Reconsideration. Further, the judgment is imminent and the statutory time to  
26 file this instant motion is within 10 days of the service of the Notice of Ruling on May 26, 2022  
27 pursuant to California Code of Civil Procedure Section 1008(a). The rule for notices, and filing and  
28 service of papers under California Code of Civil Procedure Section 1013(g) provides, "Electronic  
service shall be permitted pursuant to Section 1010.6 and the rules on electronic service in the  
California Rules of Court." In turn, California Code of Civil Procedure Section 1010.6(a)(4)(B)  
provides, in part, "Any period of notice, or any right or duty to do any act or make any response  
within any period or on a date certain after the service of the document, which time period or date is



1 prescribed by statute or rule of court, shall be extended after service by electronic means by two  
2 court days,..." Accordingly, the "10 days of the service" should "be extended after service by  
3 electronic means by two court days," which means the statutory time to file this instant motion  
4 would be 12 days after service of the Notice of Ruling or June 7, 2022.

5 18. EX PARTE NOTICE: On June 7, 2022, via electronic mail, pursuant to California Rules  
6 of Court, Rule 3.1203, by 10:00 a.m., Defendants were given notice of Plaintiff Scott Douglas Ora's  
7 Ex Parte Application for Notice of Motion and Motion for Reconsideration of Ruling that sustained  
8 the Defendant's Demurrer but modify to allow Plaintiff with leave to amend for June 8, 2022 at 8:30  
9 a.m. in the above-captioned court in Department 58. Attached hereto as Exhibit H is a true and  
correct copy of the notice provided to Defendants.

10 I declare under the penalty of perjury under the laws of the State of California that the  
11 foregoing is true and correct.  
12

13 Executed in Sherman Oaks, California  
14 DATED: June 7, 2022

15 By: Scott Douglas Ora  
16 Scott Douglas Ora  
17 In Pro Per  
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# **EXHIBIT A**

REID E. DAMMANN (SBN: 249031)  
rdammann@grsm.com  
VIOLAINE BRUNET (SBN: 305609)  
vbrunet@grsm.com  
GORDON REES SCULLY MANSUKHANI, LLP  
633 West Fifth Street, 52<sup>nd</sup> floor  
Los Angeles, CA 90071  
Telephone: (213) 576-5000  
Facsimile: (213) 680-4470

Attorneys for Defendant  
HOLLYWOOD CHAMBER OF COMMERCE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

SCOTT DOUGLAS ORA, individually, and in )	CASE NO. 21SCV23999
his derivative capacity as trustee of the Leo )	
Robin Trust, on behalf of the Leo Robin Trust )	<b>NOTICE OF RULING OF HOLLYWOOD</b>
Plaintiff, )	<b>CHAMBER OF COMMERCE'S</b>
v. )	<b>DEMURRER WITH MOTION TO</b>
HOLLYWOOD CHAMBER OF )	<b>STRIKE TO PLAINTIFF'S FIRST</b>
COMMERCE, HOLLYWOOD CHAMBER'S )	<b>AMENDED COMPLAINT</b>
BOARD OF DIRECTORS, HOLLYWOOD )	
WALK OF FAME, WALK OF FAME )	
COMMITTEE; and DOES 1 through 100 )	
Inclusive. )	
Defendants. )	Dept.: 58
	Judge: Hon. Judge Bruce G. Iwasaki

**TO PLAINTIFF SCOTT DOUGLAS ORA:**

**PLEASE TAKE NOTICE** that on May 17, 2022, at 9:30 a.m., in Department 58, Judge Bruce G. Iwasaki heard Defendant Hollywood Chamber of Commerce's (the "Chamber") Demurrer with Motion to Strike to Plaintiff's First Amended Complaint.

At that time, the Court sustained Chamber's Demurrer Without Leave to Amend in its entirety. A true and correct copy of the (1) Court's Minute Order dated May 17, 2022 sustaining the Chamber's Demurrer is attached hereto as Exhibit A. The action is dismissed as to all

Gordon Rees Scully Mansukhani, LLP  
633 West Fifth Street, 52nd floor  
Los Angeles, CA 90071

1 Defendants. A true and correct copy of the (2) Court's Order of Dismissal dated May 18, 2022 is  
2 attached hereto as Exhibit B.

3  
4 Dated: May 26, 2022

GORDON REES SCULLY MANSUKHANI, LLP

5  
6 By: 

Reid E. Dammann  
Violaine Brunet  
HOLLYWOOD CHAMBER OF  
COMMERCE

# EXHIBIT A

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Stanley Mosk Courthouse, Department 58

**21STCV23999**

**SCOTT DOUGLAS ORA vs HOLLYWOOD CHAMBER OF  
COMMERCE, et al.**

May 17, 2022

9:30 AM

Judge: Honorable Bruce G. Iwasaki  
Judicial Assistant: M.F. Lopez  
Courtroom Assistant: R.E. Lee

CSR: None  
ERM: None  
Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): Scott Douglas Ora - In Pro Per (via LACC)

For Defendant(s): Violaine Brunet (via LACC); Reid Dammann (via LACC)

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**NATURE OF PROCEEDINGS:** Hearing on Defendant's Hollywood Chamber of Commerce's Demurrer - with Motion to Strike (CCP 430.10)

The matter is called for hearing.

Hearing on Demurrer and Motion to Strike is held.

The Court gives the following tentative ruling:

The demurrer is sustained in its entirety, without leave to amend.

**BACKGROUND:**

Plaintiff Scott Douglas Ora filed a First Amended Complaint (FAC) against the Hollywood Chamber of Commerce (Chamber), Hollywood Chamber's Board of Directors, the Hollywood Walk of Fame, and the Walk of Fame Committee alleging breach of contract and negligence. Plaintiff also seeks injunctive relief.

The lawsuit concerns the award of a posthumous star on the Hollywood Walk of Fame that was allegedly offered to Plaintiff's grandfather. The FAC alleged that in 1988, Plaintiff's grandmother and actor Bob Hope (collectively, "Sponsors") submitted a Nomination Application to the Walk of Fame Committee to sponsor Plaintiff's grandfather, Leo Robin, for a star. (FAC, ¶¶ 20, 54, 68.) On June 28, 1990, Johnny Grant, then Chairman of the Committee, sent an acceptance letter of the nomination. (Id. at ¶ 60.) However, two conditions had to be met at the time: (1) a fee of \$4,000 must be paid and (2) the recipient must schedule the ceremony within five-years; if not, a new application must be submitted. (Id. at ¶¶ 15-16, 56.)

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

## Civil Division

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21STCV23999

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Courtroom Assistant: R.E. Lee

CSR: None  
ERM: None  
Deputy Sheriff: None

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Plaintiff's grandmother died in May 1989; Bob Hope died in July 2003. (FAC, ¶¶ 57, 64.) The acceptance letter from Mr. Grant was reportedly "returned to sender." (*Id.* at ¶ 62.)

Plaintiff alleged that he discovered the award of a posthumous star for his grandfather in July 2017. (FAC, ¶ 20.) In July 2018, he mailed a check of \$4,000 to pay for the star under the terms in 1990, but which was rejected as a new application had to be submitted with the updated fee. (*Id.* at ¶¶ 36-37, 41.) The FAC alleged that a contract was formed after Mr. Grant sent a letter of acceptance to Plaintiff's Grandmother and Bob Hope in June 1990. (FAC, ¶ 69.)

This Court previously sustained a demurrer by Defendant Hollywood Chamber of Commerce as to all causes of action on February 22, 2022. The FAC was filed in March.

Defendant filed another demurrer and motion to strike in April 2022, making similar contentions as in its earlier demurrer – that there was no contract between the sponsors and the Chamber, any breach of contract claim is time-barred and uncertain due to Plaintiff's standing, and the Chamber did not owe Plaintiff a duty of care.

## LEGAL STANDARD

A demurrer for sufficiency tests whether the complaint states a cause of action. (*Hahn v. Mirda* (2007) 147 Cal.App.4th 740, 747.) When considering demurrers, courts read the allegations liberally and in context. The defects must be apparent on the face of the pleading or via proper judicial notice. (*Donabedian v. Mercury Ins. Co.* (2004) 116 Cal.App.4th 968, 994.) A demurrer tests the pleadings alone and not the evidence or other extrinsic matters. Therefore, it lies only where the defects appear on the face of the pleading or are judicially noticed. (Code Civ. Proc., §§ 430.30, 430.70.) At the pleading stage, a plaintiff need only allege ultimate facts sufficient to apprise the defendant of the factual basis for the claim against him. (*Semole v. Sansoucie* (1972) 28 Cal. App. 3d 714, 721.) A "demurrer does not, however, admit contentions, deductions or conclusions of fact or law alleged in the pleading, or the construction of instruments pleaded, or facts impossible in law." (*S. Shore Land Co. v. Petersen* (1964) 226 Cal.App.2d 725, 732 [internal citations omitted].)

## DISCUSSION

### *Breach of Contract*

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Stanley Mosk Courthouse, Department 58

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CSR: None  
ERM: None  
Deputy Sheriff: None

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Defendant argues that Plaintiff's grandmother's nomination "offer" was revoked upon her death, that it did not constitute an offer, that the letter from Mr. Grant was not an "acceptance," that the FAC fails to allege performance by the grandmother, there is no privity between Plaintiff and the Sponsors, and the claim is time-barred. In addition, Defendant asserts that Plaintiff lacks standing because he was not a party to any contract.

Plaintiff contends that the acceptance letter by Mr. Grant created a binding contract. He argues that the death of his grandmother did not revoke the offer because Bob Hope was still alive at that time as a co-Sponsor. Plaintiff primarily cites to law review articles for the proposition that the death of an offeror does not terminate the offer. He also argues that Defendant breached the contract by not re-sending the acceptance letter to Bob Hope.

A breach of contract requires sufficient facts to establish: (1) existence of a contract between the parties; (2) plaintiff's performance or excuse for nonperformance; (3) defendant's breach; and (4) damages to plaintiff from the breach. (*Wall Street Network, Ltd. v. New York Times Co.* (2008) 164 Cal.App.4th 1171, 1178.)

"An essential element of any contract is the consent of the parties, or mutual assent. [Citations.] Mutual assent usually is manifested by an offer communicated to the offeree and an acceptance communicated to the offeror. [Citations.] ' " 'An offer is the manifestation of willingness to enter into a bargain, so made as to justify another person in understanding that his assent to that bargain is invited and will conclude it.' " [Citations.] [Citation.] The determination of whether a particular communication constitutes an operative offer, rather than an inoperative step in the preliminary negotiation of a contract, depends upon all the surrounding circumstances. [Citation.] The objective manifestation of the party's assent ordinarily controls, and the pertinent inquiry is whether the individual to whom the communication was made had reason to believe that it was intended as an offer." (*Donovan v. Rrl Corp.* (2001) 26 Cal.4th 261, 270-271.)

However, " "[p]reliminary negotiations or an agreement for future negotiations are not the functional equivalent of a valid, subsisting agreement. "A manifestation of willingness to enter into a bargain is not an offer if the person to whom it is addressed knows or has reason to know that the person making it does not intend to conclude a bargain until he has made a further manifestation of assent." ' " (*Careau & Co. v. Security Pacific Business Credit, Inc.* (1990) 222 Cal.App.3d 1371, 1389.)

Plaintiff's entire argument relies upon the theory that the letter submitted by the Sponsors constituted an offer in the first instance. The Court disagrees with that notion. Plaintiff



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

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ERM: None  
Deputy Sheriff: None

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acknowledges that Defendant receives an average of two hundred nomination applications per year. (FAC, ¶ 13.) The decision to approve a nominee is “entirely within the Chamber’s discretion.” (FAC, Ex. 18.) The nomination does not constitute the “manifestation of willingness to enter into a bargain, so made as to justify another person in understanding that his assent to that bargain is invited and will conclude it.” (*City of Moorpark v. Moorpark Unified School Dist.* (1991) 54 Cal.3d 921, 930.) This is especially true given that there are conditions precedent to receiving the star. (See Rest.2d Contracts, § 26 [“A manifestation of willingness to enter into a bargain is not an offer if the person to whom it is addressed knows or has reason to know that the person making it does not intend to conclude a bargain until he has made a further manifestation of assent.”].) Plaintiff admits that there is a \$40,000 fee and that a ceremony be held on an agreed upon date and time. (FAC, ¶ 56.) Thus, the Court views the nomination as a “mere invitation to others to make offers,” rather than constituting an offer itself. (*City of Moorpark, supra*, 54 Cal.3d at p. 931.)

Instead, the letter from Mr. Grant appears to be the initial offer itself because the Chamber has accepted the nomination and expressed willingness to grant the star, contingent upon the fee being paid and scheduling of the ceremony.

Since the Court finds that the acceptance letter constituted an offer to the Sponsors, the FAC fails to indicate that there was acceptance by the Sponsors. (Civ. Code § 1585.) Thus, the FAC has not sufficiently pled the existence of a contract.

Furthermore, Plaintiff has failed to address the statute of limitations issue that was previously mentioned by the Court: “Plaintiff states that because he only discovered the acceptance in 2017, California’s discovery rule should delay tolling of the statute of limitations until his cause of action was discovered. However, no such rule exists delaying Plaintiff’s need to perform on their obligations under the contract.” Accordingly, even if there was a contract, it would be time-barred by the statute of limitations of four years. (Code Civ. Proc., § 337, subd. (a).) Plaintiff still provides no authority that would exempt him from the statute of limitations.

Plaintiff’s reliance on Bob Hope being alive from 1988 through 2003 as a co-sponsor creates another flaw in his reasoning. He has no privity, standing, or any other sort of relationship with Bob Hope.

*Even assuming there is a contract, Plaintiff has not sufficiently pled performance or excuse for nonperformance.*

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

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A condition precedent is an event that must be performed before some right accrues or some act must be performed. (Civ. Code, §§ 1434, 1436.) Plaintiff has the burden to show that the condition precedent has occurred. (*Consolidated World Investments, Inc. v. Lido Preferred Ltd.* (1992) 9 Cal.App.4th 373, 380; *Richman v. Hartley* (2014) 224 Cal.4th 1182, 1182 [“a party’s failure to perform a condition precedent will preclude an action for breach of contract.”].)

Again, even if the Court were to accept that the 1988 letter constituted an offer, the FAC concedes that there were two condition precedents that must be met before the Chamber had any obligation to install the star: payment of the fee and scheduling of the ceremony. (FAC, ¶ 56.) Plaintiff has failed to allege that he performed either of these conditions in a timely manner. He attempts to argue that he submitted the \$4,000 belatedly to the Chamber in July 2018; however, as his own FAC concedes, the recipient must schedule the ceremony within two years. Otherwise, it will expire, and a new application must be submitted. (FAC, ¶ 16.)

This Court previously noted that Plaintiff himself alleged breach by the Sponsors, or, at the least, a failure to perform:

“However, the complaint further states that Defendants’ purported acceptance in 1990 came with the following two conditions: 1) The recipient pay \$4,000 dollars, and 2) that an award ceremony be scheduled by the recipient within five years of the award, or the application must be resubmitted. (Complaint p. 4.) Plaintiff alleges that he completed said requirement in 2018. As Plaintiff alleges that he completed his end of the bargain 13 years after the deadline of 1995 (five years after the award was granted), it was in fact Plaintiff that breached the contract per their complaint. Plaintiff’s remedy is also luckily included in the terms of his complaint: resubmit an application. As Defendants correctly point out, Defendants’ acceptance was conditioned on payment and scheduling of a ceremony. A lack of performance on those requirements excuses a lack of performance by Defendants.”

While Plaintiff seemingly tries to argue that the Defendant first breached the agreement by “placing the acceptance letter in its files where it has since remained in the Hollywood Chamber’s records ever since and made no attempt to send it,” this does not constitute an excuse for nonperformance of the conditions precedent for the contract to take effect initially. In addition, this argument would suggest that the Sponsors never accepted the offer to begin with, which undermines the existence of any contract at all. In other words, there are two theories here: (1) the nomination was an offer, which was accepted by Mr. Grant, with the two conditions precedent, or (2) Mr. Grant’s letter constituted an offer, to which there was no acceptance. Under the former theory, which is what the FAC asserts, Plaintiff has failed to show performance of the

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

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ERM: None  
Deputy Sheriff: None

---

two conditions precedent. Under the latter theory, there is no contract at all.

The Court concludes that there is no likelihood that Plaintiff can amend the complaint once again to state a cause of action. There is no contract; the suit is late; Plaintiff lacks standing. Plaintiff's breach of contract claim has failed to allege a claim on which the Court can grant relief, and the Demurrer is sustained without leave to amend.

*Negligence*

To plead a cause of action for negligence, one must allege (1) a legal duty owed to plaintiffs to use due care; (2) breach of duty; (3) causation; and (4) damage to plaintiff. (*County of Santa Clara v. Atlantic Richfield Co.* (2006) 137 Cal. App. 4th 292, 318.)

Plaintiff did not amend his complaint to address the Court's prior concerns:

"Plaintiff further alleges that Defendants acted negligently in not attempting to re-send the letter informing Plaintiff's grandmother of the award in 1990. (Complaint p. 23-25.) Negligence claims require a special relationship between the parties in which a duty is owed to the injured party. (*Bily v. Arthur Young & Co.* (1992) 3 Cal.4th 370, 398.) Plaintiff alleges that a duty was created by the formation of the contract. (Complaint p. 23-25.) However, as discussed above, no such contract was formed, meaning that Plaintiff has alleged no duty for Defendants to violate."

Plaintiff has still not shown the existence of a contract and even if he has, there are insufficient facts to demonstrate performance of the conditions precedent. That is, there is no duty, because there was no contract. Plaintiff's declaration under Code of Civil Procedure section 377.30 that the cause of action survives his grandmother does not assist him when no contract existed between the Sponsors and the Chamber.

Plaintiff's recitation of the implied promise of good faith and fair dealing does not resolve this issue. The duty of good faith and fair dealing presupposes the existence of a contract to begin with, which Plaintiff has failed to plead here given the lack of performance.

Finally, Plaintiff appears to argue that the Chamber owed him a duty of care. (FAC, ¶ 85.) However, he again alleges this duty in the context of the contract, stating that Defendant "breached its duty of care to assist Ora several times when he attempted to engage with it regarding Robin's star." (Id. at ¶ 86.) Thus, because Plaintiff has not alleged that Defendant violated a duty that arose separate from the alleged contract, the cause of action for negligence

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Stanley Mosk Courthouse, Department 58

**21STCV23999**

**SCOTT DOUGLAS ORA vs HOLLYWOOD CHAMBER OF  
COMMERCE, et al.**

May 17, 2022

9:30 AM

Judge: Honorable Bruce G. Iwasaki  
Judicial Assistant: M.F. Lopez  
Courtroom Assistant: R.E. Lee

CSR: None  
ERM: None  
Deputy Sheriff: None

---

has not been sufficiently pled. (*Erllich v. Menezes* (1999) 21 Cal.4th 543, 554 [“If every negligent breach of a contract gives rise to tort damages the limitation would be meaningless, as would the statutory distinction between tort and contract remedies.”].) Moreover, Plaintiff has failed to articulate how this defect can be corrected. (*Goodman v. Kennedy* (1976) 18 Cal.3d 335, 349.)

Accordingly, the demurrer to the cause of action for negligence is sustained without leave to amend.

*Motion to Strike*

Because the Court has sustained Defendant’s Demurrer without leave to amend in its entirety, the motion to strike is denied as moot.

**CONCLUSION**

The Court sustains the demurrer without leave to amend. Defendant is ordered to give notice of this ruling.

The matter is argued and the tentative ruling becomes the order of the Court.

The Court on its own motion, orders the dismissal of the following defendants:

The Court orders Hollywood Chamber's Board of Directors, Hollywood Walk of Fame and Walk of Fame Committee in Amended Complaint (1st) filed by Scott Douglas Ora on 03/17/2022 dismissed without prejudice.

The following event(s) is/are advanced to this date and vacated:  
12/01/2022 9:00 AM Final Status Conference in Department 58  
12/05/2022 9:00 AM Jury Trial in Department 58

Moving party is to submit a [Proposed] Order and Judgment.

Moving party is to give notice.

Non-Appearance Case Review Re Receipt of [Proposed] Order and Judgment is scheduled for 06/06/2022 at 09:30 AM in Department 58 at Stanley Mosk Courthouse.

# EXHIBIT

## B

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b></p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012</p>	<p align="center"><b>FILED</b> Superior Court of California County of Los Angeles <b>05/17/2022</b> Sherri R. Carter, Executive Officer / Clerk of Court</p>
<p>PLAINTIFF(S): Scott Douglas Ora</p>	<p>By: <u>M. Lopez</u> Deputy</p>
<p>DEFENDANT(S): Hollywood Chamber of Commerce et al</p>	
<p align="center"><b>ORDER OF DISMISSAL</b></p>	<p>CASE NUMBER: <b>21STCV23999</b></p>

On the motion of the Court, and  
 \_\_\_ pursuant to the provisions of section \_\_\_\_\_ of the Civil Code of Procedures,  
 \_\_\_ pursuant to Local Policy and / or Local Rules,  
 it is hereby ordered that the within action is dismissed  
 \_\_\_ with prejudice as to ☒ without prejudice as to  
 \_\_\_ entire action ☐ complaint only  
 \_\_\_ cross complaint of \_\_\_\_\_  
☒ other Hollywood Chamber's Board of Directors, et al.

It is further ordered that \_\_\_\_\_  
 to recover costs as provided by law  
 \_\_\_ in the sum of \$ \_\_\_\_\_  
 \_\_\_ per filing memorandum of costs (1033 CCP et. Seq.)



*B. G. Iwasaki*

Dated: 05/18/2022

Bruce G. Iwasaki / Judge

Judicial Officer

**ORDER OF DISMISSAL**

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b></p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012</p>	<p align="center"><b>FILED</b> Superior Court of California County of Los Angeles <b>05/17/2022</b></p>
<p>PLAINTIFF/PETITIONER: Scott Douglas Ora</p>	<p align="center">Sherri R. Carter, Executive Officer / Clerk of Court By: <u>M. Lopez</u> Deputy</p>
<p>DEFENDANT/RESPONDENT: Hollywood Chamber of Commerce et al</p>	
<p align="center"><b>CERTIFICATE OF MAILING</b></p>	<p>CASE NUMBER: <b>21STCV23999</b></p>

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Order - Dismissal upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Reid Dammann  
GORDON REES SCULLY MANSUKHANI, LLP  
633 W. FIFTH STREET, 52ND FL  
LOS ANGELES, CA 90071

Scott Douglas Ora  
4735 Sepulveda Bl  
Apt 460  
Sherman Oaks, CA 91403

Violaine Brunet  
GORDON REES SCULLY MANSUKHANI, LLP  
633 West Fifth Street, 52nd floor  
Los Angeles, CA 90071

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 05/18/2022

By: M. Lopez  
Deputy Clerk

**CERTIFICATE OF MAILING**

Gordon Rees Scully Mansukhani, LLP  
633 West Fifth Street, 52nd floor  
Los Angeles, CA 90071

**PROOF OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: Gordon Rees Scully Mansukhani, LLP 633 West Fifth Street, 52nd Floor, Los Angeles, CA 90071. On May 26, 2022, I served the within documents:

**NOTICE OF RULING OF HOLLYWOOD CHAMBER OF COMMERCE'S  
DEMURRER WITH MOTION TO STRIKE TO PLAINTIFF'S FIRST AMENDED  
COMPLAINT**

<input type="checkbox"/>	<b>By Personal Delivery:</b> By personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
<input type="checkbox"/>	<b>By U.S. Mail:</b> By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in United States mail in the State of California at Los Angeles, addressed as set forth below.
<input type="checkbox"/>	<b>By Overnight Delivery:</b> By placing a true copy thereof enclosed in a sealed envelope, at a station designated for collection and processing of envelopes and packages for overnight delivery by FedEx as part of the ordinary business practices of Gordon & Rees LLP described below, addressed as follows:
<input checked="" type="checkbox"/>	<b>By Email:</b> By transmitting via Email the document(s) listed above to the email address(es) set forth below on this date before 5:00 p.m.

Scott Douglas Ora  
4735 Sepulveda Blvd., Apt. 460  
Sherman Oaks, CA 91403  
Tel: (818) 618-2572  
Email: [sdo007@aol.com](mailto:sdo007@aol.com)  
***Plaintiff in Pro Per***

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 26, 2022 at Los Angeles, California.



ERIKA FACUNDO



# **EXHIBIT B**

1 SCOTT DOUGLAS ORA  
4735 Sepulveda Blvd. Apt. 460  
2 Sherman Oaks, CA. 91403  
Phone Number: (818)618-2572  
3 Email: sdo007@aol.com

4 SCOTT DOUGLAS ORA, IN PRO PER

5  
6  
7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**

10 SCOTT DOUGLAS ORA, individually, and in )  
his derivative capacity as trustee of the Leo Robin )  
11 Trust, on behalf of the Leo Robin Trust )

12 Plaintiff,

13 v.

14 HOLLYWOOD CHAMBER OF COMMERCE, )  
15 HOLLYWOOD CHAMBER'S BOARD OF )  
DIRECTORS, HOLLYWOOD WALK OF )  
16 FAME, WALK OF FAME COMMITTEE; and )  
DOES 1 through 100 Inclusive, )

17 Defendants.

**CASE NO.: 21STCV23999**

**SCOTT DOUGLAS ORA'S  
OPPOSITION TO DEFENDANT  
HOLLYWOOD CHAMBER OF  
COMMERCE'S MOTION FOR  
SANCTIONS AGAINST PLAINTIFF  
[CALIFORNIA CODE OF CIVIL  
PROCEDURE 128.5/128.7];  
MEMORANDUM OF POINTS AND  
AUTHORITIES; AND EXHIBITS**

Date: June 6, 2022

Time: 9:30 a.m.

Dept.: 58

Judge: Honorable Bruce G. Iwasaki

**Accompanying Documents:**

Exhibits including Plaintiff's Oppositions to  
Demurrer to Complaint and Demurrer to First  
Amended Complaint and Court's Rulings; First  
Amended Complaint and Complaint; and  
[Proposed] Order filed concurrently herewith

Action Filed: June 29, 2021

First Amended Complaint: March 17, 2022

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in the contents of the entire pleading, exclusive of the text from statutes,  
regulations, case law, correspondence and websites of the Hollywood Chamber  
of Commerce and Hollywood Walk of Fame, articles (including photographs)  
by the Los Angeles Times and Variety, and any excerpts quoted therefrom  
within this pleading.

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## I. INTRODUCTION

Plaintiff submits this memorandum of points and authorities in Opposition to Defendant Hollywood Chamber of Commerce's Motion for Sanctions against Plaintiff [California Code Of Civil Procedure 128.5/128.7] ("Motion for Sanctions") regarding the star on the Hollywood Walk of Fame awarded to lyricist Leo Robin ("Robin"). Plaintiff Scott Douglas Ora, individually, and in his derivative capacity as trustee of the Leo Robin Trust, on behalf of the Leo Robin Trust, ("Plaintiff" or "Ora"), filed the Verified Complaint on June 29, 2021 and the Verified FAC on March 17, 2022 against the Hollywood Chamber of Commerce, Hollywood Chamber's Board Of Directors, Hollywood Walk of Fame, Walk of Fame Committee (collectively, "Defendants" or "Hollywood Chamber") for breach of contract, negligence and permanent injunctive relief to install the star on the Hollywood Walk of Fame ("Walk of Fame") awarded to Robin more than 31 years ago.

The Hollywood Chamber brings this motion on the grounds that Plaintiff filed, and continue to pursue, a frivolous complaint against the Chamber, asserting claims that are totally and completely without merit, do not have evidentiary support, and, are not likely to have evidentiary support. Defendant seeks an award of sanctions in the amount of its costs and attorneys' fees incurred in responding to Plaintiff Ora's lawsuit, i.e., at least \$16,134.00, pursuant to Code Civ. Proc. §128.5 and/or §128.7. And, the Chamber also requests a nonmonetary sanction in the form of the striking of Plaintiff's FAC against the Chamber, pursuant to Code Civ. Proc. §128.7(b)(2).

Plaintiff vigorously fights all of these claims argued by the Hollywood Chamber on the grounds that the Complaint against the Hollywood Chamber is nonfrivolous because the claims by Plaintiff are totally and completely with merit, have substantial evidentiary support, and, are likely to have more evidentiary support. Plaintiff seeks for the Court to deny the award of sanctions for the costs and attorneys' fees incurred by the Defendants in responding to Plaintiff's lawsuit. Further, the Court should deny a nonmonetary sanction in the form of the striking of Plaintiff's FAC against the Hollywood Chamber. Finally, the Plaintiff seeks an award of sanctions the Court deems proper in responding to this frivolous Motion for Sanctions made by the Defendants.

In the Court's ruling on February 16, 2022 that sustained the Defendant's Demurrer with Motion to Strike filed by Hollywood Chamber with leave to amend, it focused on three issues concerning the formation and performance of the contract. The Plaintiff's FAC strictly made changes to the First Cause of Action for Breach of Contract that indeed cured these defects. The Plaintiff has addressed all the concerns of the Court by amending the Complaint and filing the FAC. The Opposition to Defendants' Demurrer to FAC primarily addressed these same issues. It would

1 have been pointless to rehash the other arguments made by the Defendants that have already been  
2 resolved to the satisfaction of the Court including the purported claims that the Plaintiff lacks  
3 standing to pursue a breach of contract claim against the Hollywood Chamber and the FAC, in its  
4 entirety, should be dismissed because it is time-barred on its face.

5 In the Court's ruling on May 17, 2022 that sustained the Defendant's Demurrer with Motion  
6 to Strike filed by Hollywood Chamber without leave to amend, it focused on the nonperformance of  
7 the Plaintiff as stated, "Plaintiff has still not shown the existence of a contract and even if he has,  
8 there are insufficient facts to demonstrate performance of the conditions precedent." At the same  
9 time that the Court believes there are "insufficient facts to demonstrate performance" it also has  
10 come around to believe "Plaintiff has still not shown the existence of a contract and even if he has."  
11 This appears to be a concession that there is indeed a contract which means that the Plaintiff was  
12 successful in demonstrating that the Robin ⚡ Contract was formed between the Hollywood  
13 Chamber and Mrs. Robin and Bob Hope.

14 Assuming there is a contract but for nonperformance, then the Plaintiff has standing to  
15 pursue a breach of contract claim and would also have privity, standing, and a close relationship  
16 with Bob Hope; As a result, the first cause of action for breach of contract can't move forward  
17 solely because of nonperformance. The second cause of action for Negligence and the remedy for  
18 Permanent Injunctive Relief are dependent on the breach of contract claim; but for nonperformance  
19 of the contract, the Negligence cause and the Permanent Injunctive Relief remedy would be able to  
20 proceed forward. Although the Plaintiff came up short, he accomplished significantly in addressing  
21 the Court's concerns in his FAC. This demonstrably shows that the following claim by Defendants  
22 is outlandish, "On March 17, 2022, Plaintiff Ora filed a First Amended Complaint ("FAC"), which  
23 is almost a duplicate of the Complaint filed against the [Hollywood] Chamber on June 29, 2021."  
24 (Sanctions Memo 7:14-15) Plaintiff's was extremely diligent to address the issues raised by the  
25 Court in preparing his FAC and the results strongly support this albeit he fell short.

26 Plaintiff's Motion for Sanctions is accompanied herewith by supportive documents which  
27 are hereto attached including Plaintiff's Opposition including Exhibit A - Plaintiff Scott Douglas  
28 Ora's Opposition to Defendant Hollywood Chamber of Commerce's Demurrer to Plaintiff's First  
Amended Complaint, Exhibit B - Court ruling on Hollywood Chamber of Commerce's Demurrer to  
Plaintiff's Complaint, Exhibit C - Plaintiff Scott Douglas Ora's Opposition to Defendant Hollywood  
Chamber of Commerce's Demurrer to Plaintiff's Complaint, Exhibit D - Court ruling on Hollywood



1 Chamber of Commerce's Demurrer to Plaintiff's First Amended Complaint, Exhibit E - First  
2 Amended Complaint and Exhibit F - Complaint.

## 3 II. STATEMENT OF FACTS

4 The Plaintiff's interpretation is straight forward. The Nomination Application (hereto  
5 attached as Exhibit A) submitted by the Sponsors to the Hollywood Walk of Fame has "all the  
6 specified terms of a bona fide offer." (FAC ¶ 68). The Plaintiff borrows this authority cited by the  
7 Defendants to support interpretation of an offer, "Under California law, an "offer" is "a  
8 manifestation of willingness to enter into bargain, so made as to justify another person in  
9 understanding that his assent to that bargain is invited and will conclude it." *Fosson v. Palace*  
10 (*Waterland*), *Ltd.*, 78 F.3d 1448, 1452-1453 (9th Cir. 1996) " (Dem. FAC Memo. 7:7-10). Applying  
11 this Court holding, it's abundantly clear that the Nomination Application submitted by the Sponsors  
12 of Robin's ☛ with all the terms to receive a star on the Walk of Fame is a "manifestation of  
13 willingness to enter into bargain, so made as to justify another person in understanding that his  
14 assent to that bargain is invited and will conclude it." *Id.*

15 The June 18, 1990 letter (hereto attached as Exhibit B) signed by Johnny Grant, Chairman of  
16 the 1990 Walk of Fame Committee, which was allegedly sent to Ms. Robin was an acceptance  
17 letter. (FAC ¶ 69). The Plaintiff also borrows this authority cited by the Defendants to support  
18 interpretation of an acceptance, "[U]nder California law, "acceptance is the manifestation of assent  
19 to the terms thereof made by the offeree in a manner invited or required by the offer." *Fosson v.*  
20 *Palace (Waterland), Ltd.*, 78 F.3d 1448, 1452-1453 (9th Cir. 1996) (Dem. FAC Memo. 7:18-21).  
21 Applying this Court holding, it's crystal clear that the June 18, 1990 letter signed by Johnny Grant,  
22 Chairman of the 1990 Walk of Fame Committee to notify Mrs. Robin of the award of the  
23 posthumous star on the Walk of Fame is exactly what the offer invited -- a "manifestation of assent  
24 to the terms thereof made by the offeree in a manner invited or required by the offer." *Id.*

25 As stated in *Marzec v. Cal. Public Employees Retirement Sys.* (2015) 236 Cal.App.4th 889,  
26 909, "Thus, to survive demurrer, plaintiffs need only set forth a reasonable interpretation of their  
27 contracts." The Plaintiff's explication of the Robin ☛ Contract is not only reasonable but the correct  
28 interpretation. In the Court's ruling on May 17, 2022 that sustained the Defendant's Demurrer filed  
by Hollywood Chamber, it recognized the potential contract, "In other words, there are two theories  
here: (1) the nomination was an offer, which was accepted by Mr. Grant, with the two conditions  
precedent, or (2) Mr. Grant's letter constituted an offer, to which there was no acceptance. Under  
the former theory, which is what the FAC asserts, Plaintiff has failed to show performance of the

1 two conditions precedent. Under the latter theory, there is no contract at all." Further recognition  
2 was given by the Court of the viability of the existence of a contract, as stated, "Plaintiff has still  
3 not shown the existence of a contract and even if he has, there are insufficient facts to demonstrate  
4 performance of the conditions precedent."

### 5 **III. LEGAL STANDARD**

6 *Weil and Brown Civil Procedure Before Trial* Section 9.1211 and Section 9.1214 note that  
7 "Applicable law on sanctions makes it clear that sanctions are discretionary". The Court is not  
8 required to impose a monetary sanction or any sanction at all. (CCP section 128.7(c); *Kojababian vs*  
9 *Genuine Home Loans Inc.* (2009) 174 Cal.4th 408, 421.) "Section 128.7 is not designed as a fee  
10 shifting provision or to compensate innocent litigants. Its primary purpose is to deter sanctionable  
11 conduct". Sanctions imposed for violations...shall be limited to what is sufficient to deter repetition  
12 of the conduct or comparable conduct by others similarly situated. (Code of Civil Procedure Section  
13 128.7(d); *Trans Action Commercial Investors v Jelinck* (1997) 60 Cal.App. 4th 352.) *Weil and*  
14 *Brown Civil Procedure Before Trial* Section 9:1231 and Section 9:1232 note, "In evaluating the  
15 amount of sanctions, the court must consider" whether a party seeking sanctions has exercised due  
16 diligence. (CCP 128.7(c).) The effect: this apparently permits the court to consider to what extent  
the fees incurred by the party seeking sanctions were self inflicted due to the failure to mitigate or  
resulted from his or her own misconduct.

### 17 **IV. ARGUMENT**

#### 18 **A. The First Amended Complaint Is Totally And Completely Without Substantial Merit And** 19 **Primary Purpose Was For The Hollywood Chamber To Install The Star On The Walk Of** 20 **Fame Awarded To Robin**

##### 21 **1. Code of Civil Procedure Section 128.5 provides for Sanctions**

22 Code of Civil Procedure Section 128.5 provides for sanctions against a party and/or its  
23 counsel based upon its pursuit of a complaint that is totally and completely without merit. Code of  
24 Civil Procedure Section 128.5(a), Code of Civil Procedure Section 128.5(b)(2) and Code of Civil  
25 Procedure Section 128.5(c) states, in relevant part, as follows:

26 (a) A trial court may order a party, the party's attorney, or both, to pay the reasonable  
27 expenses, including attorney's fees, incurred by another party as a result of actions or tactics, **made**  
28 **in bad faith, that are frivolous or solely intended to cause unnecessary delay ...**

(b) For the purposes of this section: (1) "Actions or tactics" include, but are not limited to,  
the making or opposing of motions or the filing and service of a complaint ...

1           **(2) “Frivolous” means totally and completely without merit or for the sole purpose of**  
2 **harassing an opposing party ...**

3           (c) If, after notice and a reasonable opportunity to respond, the court determines that  
4 subdivision (b) has been violated, the court may, subject to the conditions stated below, impose an  
5 appropriate sanction upon the attorneys, law firms, or parties that have violated subdivision (b) or  
6 are responsible for the violation. **In determining what sanctions, if any, should be ordered, the**  
**court shall consider whether a party seeking sanctions has exercised due diligence.**

7           “A Trial Court may order a party, the parties’ attorney, or both to pay the reasonable  
8 expenses including attorneys’ fees, incurred by the other party as a result of bad-faith actions or  
9 tactics that were frivolous or solely intended to cause unnecessary delay”. (Code of Civil Procedure  
10 Section 128.5(a).) The court in *Marriage of Sahafzadeh-Tach* (2009) 39 Cal.App.5th 124, opined  
11 that “whether an action is frivolous is governed by an objective standard: any reasonable attorney  
12 would agree it is totally and completely without merit”. (Citations omitted.) There must also be a  
13 showing of an improper purpose, i.e. subjective bad faith on the part of the attorney or party to be  
14 sanctioned. *Levy v. Slum* (2001) 92 Cal.App.4th 625, 635. (Citations omitted.) {Party seeking  
15 section 128.5 sanctions must show action was “meritless or frivolous, and that it was pursued in bad  
16 faith” (*Marriage of Sahafzadeh-Taeh* at 135.) The ultimate burden establishing sanctionable  
17 conduct is with the moving party. (*San Diegan for Open Government v. City of San Diego* (2016)  
18 247 Cal.App.4th. 1306, 1320.) It is an error to award sanctions if: (1) it is not unreasonable for the  
19 moving parties attorney to think the issues raised were arguable; and (2) there is no evidence of  
20 subjective bad faith or improper motive. (*Garcia v. Sterling* (1985) 176 Cal.App.3d 17, 20.) In  
21 evaluating whether a motion is frivolous, courts must not construe the sanctions statute in a manner  
22 that would conflict with the primary duty of an attorney to represent his or her client zealously”  
(*Guillemin v. Stein* (2002) 104 Cal.App.4th 156,168); Bus. & Prof. Code 6068(c).

## 22           **2. The First Amended Complaint is Totally and Completely with Substantial Merit**

23           Code of Civil Procedure Section 128.5 provides for sanctions against a party and/or its  
24 counsel based upon its pursuit of a complaint that is totally and completely without merit. The  
25 Hollywood Chamber primary argument for sanctions, as stated, "First, Plaintiff Ora’s FAC fails to  
26 state a claim of breach of contract and negligence as no contract was ever formed between the  
27 Sponsors and Chamber (the alleged “Robin Contract” dated June 18, 1990 discussed in the FAC  
28 and Complaint). And, Plaintiff cannot cure such a defect, and his claim therefore lacks merit."  
(Motion for Sanctions 12:1-4)

1 The Plaintiff has demonstrated that the FAC is totally and completely with substantial merit  
2 based on Opposition to the Plaintiff's Opposition to Defendant Hollywood Chamber's Demurrer to  
3 Plaintiff's First Amended Complaint and the Court's ruling on Hollywood Chamber's Demurrer to  
4 Plaintiff's Complaint hereto provided as Exhibit A and Exhibit B, respectively.

5 In the Court's ruling on February 16, 2022 that sustained the Defendant's Demurrer with  
6 Motion to Strike filed by Hollywood Chamber with leave to amend, it focused on three issues  
7 concerning the formation and performance of the contract. The Plaintiff's FAC strictly made  
8 changes to the First Cause of Action for Breach of Contract that he believed cured these defects.  
9 The Plaintiff has addressed all the concerns of the Court by amending the Complaint and filing the  
10 FAC. The Opposition to Defendants' Demurrer to FAC primarily addressed these same issues. It  
11 would have been pointless to rehash the other arguments made by the Defendants that have already  
12 been resolved to the satisfaction of the Court including the purported claims that the Plaintiff lacks  
13 standing to pursue a breach of contract claim against the Hollywood Chamber and the FAC, in its  
14 entirety, should be dismissed because it is time-barred on its face. All of these issues had been  
15 previously addressed by the Plaintiff in his Opposition to Defendants' Demurrer to FAC.

16 The Plaintiff demonstrated with substantial legal authority summarized in the Table of  
17 Authorities for each of the Oppositions that shows that the FAC is totally and completely with  
18 substantial merit. In contrast, the Hollywood Chamber's Demurrer to the Plaintiff's Complaint had  
19 no Table of Authorities.

20 In the Court's ruling on May 17, 2022 that sustained the Defendant's Demurrer with Motion  
21 to Strike filed by Hollywood Chamber without leave to amend, it focused on the nonperformance of  
22 the Plaintiff as stated, "Plaintiff has still not shown the existence of a contract and even if he has,  
23 there are insufficient facts to demonstrate performance of the conditions precedent." At the same  
24 time that the Court believes there are "insufficient facts to demonstrate performance" it also has  
25 come around to believe "Plaintiff has still not shown the existence of a contract and even if he has."  
26 This appears to be a concession that there is indeed a contract which means that the Plaintiff was  
27 successful in demonstrating that the Robin & Contract was formed between the Hollywood  
28 Chamber and Mrs. Robin and Bob Hope.

29 The Hollywood Chamber has made other spurious claims in its Motion for Sanctions. First,  
30 the Hollywood Chamber claims in its introduction, "The causes of action and allegations raised in  
31 Plaintiff's FAC are identical or almost identical to the ones raised in Plaintiff's Verified Complaint  
32 filed on June 29, 2021." (Motion for Sanctions 7:15-17) Then the Hollywood Chamber makes a

1 similar claim again in its legal arguments, "Plaintiff Ora filed a First Amended Complaint ("FAC")  
2 raising the same allegations and causes of action." (Motion for Sanctions 11:25-26) The Hollywood  
3 Chamber repeats a similar claim yet again in its conclusion, "Plaintiff Ora filed a First Amended  
4 Complaint, an almost duplicate of the June 29, 2021 Complaint." (Motion for Sanctions 19:3-4)

5 The Plaintiff Opposition to Defendant Hollywood Chamber's Demurrer to Plaintiff's First  
6 Amended Complaint explains in its arguments in regard to the contract with great detail the changes  
7 made to the FAC along with substantial legal authority. (Plaintiff's Oppo. 3:18- 14:8) Further,  
8 recognition was given by the Court of the existence of a contract based on the Court's ruling, "In  
9 other words, there are two theories here: (1) the nomination was an offer, which was accepted by  
10 Mr. Grant, with the two conditions precedent...Under the former theory, which is what the FAC  
11 asserts, Plaintiff has failed to show performance of the two conditions precedent...." Further  
12 recognition was given by the Court of the viability of the existence of a contract, as stated, "Plaintiff  
13 has still not shown the existence of a contract and even if he has, there are insufficient facts to  
14 demonstrate performance of the conditions precedent." Furthermore, a quick comparison of the  
15 FAC with the Complaint will show there are seven additional pages or approximately five percent  
16 larger. The FAC is neither identical, the same or an almost duplicate as claimed by the Hollywood  
17 Chamber. This analysis in the Plaintiff's Opposition to Defendant Hollywood Chamber's Demurrer  
18 to Plaintiff's First Amended Complaint and recognition by the Court of the viability of the existence  
19 of a contract and casual comparison between the larger FAC (5% more) and the Complaint  
20 demonstrates that the FAC is totally and completely with substantial merit.

### 21 **3. The Primary Purpose of the First Amended Complaint was for the Hollywood** 22 **Chamber to Install the Star on the Walk Of Fame Awarded to Robin**

23 The Hollywood Chamber makes the outrageous claim, "Plaintiff Ora filed a First Amended  
24 Complaint ("FAC") raising the same allegations and causes of action. As a result, the FAC is  
25 properly deemed to be either totally and completely without merit, presented primarily for an  
26 improper purpose, not warranted by existing law, and lacked evidentiary merit – or any combination  
27 thereof, or all four." (Motion for Sanctions 11:25-28) Given the Hollywood Chamber has claimed  
28 the "FAC is properly deemed to be either totally and completely without merit," they are making the  
argument that the FAC was "primarily for an improper purpose," which can only mean that they are  
suggesting bad faith.

The primary purpose of the First Amended Complaint was for the Hollywood Chamber to  
install the star on the Walk Of Fame Awarded to Robin. There is no evidence whatsoever in the

1 Motion for Sanctions to support this outrageous claim of bad faith imputed on the Plaintiff by the  
2 Hollywood Chamber.

3 **4. The Hollywood Chamber Did Not Exercise Due Diligence in Seeking Sanctions**  
4 **Against the Plaintiff**

5 Code of Civil Procedure Section 128.5(c) states, in relevant part, "**...In determining what**  
6 **sanctions, if any, should be ordered, the court shall consider whether a party seeking**  
7 **sanctions has exercised due diligence.**

8 The Hollywood Chamber's Motion for Sanctions reveals that it failed to exercise due  
9 diligence in seeking sanctions against the Plaintiff. The Plaintiff has demonstrated that all the claims  
10 made by the Hollywood Chamber in the Hollywood Chamber's Motion for Sanctions have no merit.  
11 The Motion for Sanctions looks like a new version of the Defendants Demurrer to the Plaintiff's  
12 FAC with citation of statutory law and related cases to sanctions but no analysis or documentation  
13 to support its conclusion. It appears as if the Hollywood Chamber has an ulterior motive for filing  
14 the Motion for Sanctions, discussed later, were the sole reason for its actions. Because the  
15 Hollywood Chamber failed to exercise due diligence in seeking sanctions against the Plaintiff, it  
16 would be inappropriate to impose sanctions on the Plaintiff.

17 **5. Sanctions under Code of Civil Procedure Section 128.5 are inappropriate because**  
18 **the First Amended Complaint is Totally and Completely with Substantial Merit and Its**  
19 **Primary Purpose was for the Hollywood Chamber to Install the Star on the Walk Of Fame**  
20 **Awarded to Robin**

21 The Hollywood Chamber has attempted to conjure a case that sanctions should be imposed  
22 under Code of Civil Procedure Section 128.5 because the FAC is frivolous. The Plaintiff has  
23 demonstrated that the Hollywood Chamber has failed to meet its burden. Accordingly, sanctions  
24 under Code of Civil Procedure Section 128.5 are inappropriate because the FAC is totally and  
25 completely with substantial merit and whose primary purpose was for the Hollywood Chamber to  
26 install the star on the Walk Of Fame awarded to Robin.

27 **B. The Claims And Other Legal Arguments Made By Plaintiff Are Warranted By Existing**  
28 **Law And The Allegations And Other Factual Contentions Have Evidentiary Support**

**1. Code of Civil Procedure Section 128.7 provides for Sanctions**

Code of Civil Procedure Section 128.7(b) states, in relevant part, as follows:

By presenting to the court, whether by signing, filing, submitting, or later advocating, a  
pleading, petition, written notice of motion, or other similar paper, **an attorney or unrepresented**

1 **party is certifying that to the best of the person’s knowledge, information, and belief, formed**  
2 **after an inquiry reasonable under the circumstances,** all of the following conditions are met: ...

3 (1) It is not being presented primarily for an improper purpose, such as to harass or to cause  
4 unnecessary delay or needless increase in the cost of litigation.

5 (2) The claims, defenses, and other legal contentions therein are warranted by existing law  
6 or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the  
establishment of new law.

7 (3) The allegations and other factual contentions have evidentiary support or, if specifically  
8 so identified, are likely to have evidentiary support after a reasonable opportunity for further  
9 investigation or discovery.

10 Under Code of Civil Procedure Section 128.7(b) the signature of attorney on a pleading filed  
11 with the court reflects his or her certification that the pleading is not being presented for an  
12 improper purpose; the legal contentions are warranted by law; and the allegations and factual  
13 contentions have evidentiary support or are likely to have such support after a reasonable  
14 opportunity to further investigate. (*Levy v. Slum* (2001) 92 Cal.App.4th 625, 636.) A claim is  
15 factually frivolous if it is not well grounded in fact and it is legally frivolous if it is not warranted by  
16 existing law or a good faith argument for the extension, modification, or reversal of existing law.  
17 (*Guillemin v. Stein* (2002) 104 Cal.App.4th 156,167.) The moving party must show the parties  
18 conduct in asserting the “claim was objectively unreasonable”. The claim is objectively  
19 unreasonable if “any reasonable attorney would agree that it is totally and completely without  
20 merit.” (*Marriage of Flaherty* 31 Cal.3d 637, 650.) Frivolous means either (1) “Totally and  
21 completely without merit; or, (2) For the sole purpose of harassing an opposing party”. Any  
22 sanction shall be limited to what is sufficient to deter repetition of improper conduct or comparable  
23 conduct to others similarly situated. Code of Civil Procedure Section 128.7(d): In determining  
24 whether to impose sanctions the court must resolve all doubts in favor of the pleadings signor.  
(*Calloway v. Marvel Entertainment Group* (2d Cir 1988) 854 F2d 1452.); A party moving for  
sanctions against an opposing party bears a heavy burden proving that 128.7 has been violated.  
(*Bockrath v. Aldrith Chemical* 21 Cal.4th 71 at 83.)

## 25 **2. The Allegations and Other Factual Contentions have Evidentiary Support**

26 The Plaintiff filed the Verified Complaint on June 29, 2021 and the Verified FAC on March  
27 17, 2022 against the Hollywood Chamber, which are hereto attached as Exhibit F and Exhibit E,  
28 respectively. First, the Verified FAC has nothing but factually based allegations about what took

1 place nearly 32 years ago when Robin was first awarded a star on the Walk of Fame and what has  
2 happened since the Plaintiff's discovery on July 6, 2017 along with 26 exhibits to further support the  
3 papers. Second, the Plaintiff submitted this as a verified complaint in which he signed under penalty  
4 of perjury.

5 In the hearing on the Defendant Hollywood Chamber of Commerce's Motion to Set  
6 Aside/Vacate Default and the Motion to Quash Service of Summons where the Honorable Judge  
7 John P. Doyle was presiding, he made observations about the pleading papers saying, "Both parties  
8 did a good job in their pleadings." Later on in the hearing, the Judge had more to say to the Plaintiff  
9 about the Plaintiff's Complaint, "I enjoyed reading your Complaint." Further, the Judge who was on  
10 the bench for more than 30 years said respectfully, "I have never seen anything like it." The  
11 comments by the Judge who has seen everything can be understood as evidentiary support.

12 The Hollywood Chamber has not presented any evidence to show that any of the factual  
13 allegations lack evidentiary support. There is a good reason for this. The Plaintiff exercised extreme  
14 due diligence in preparing the Complaint and the FAC to make sure that he had solid support for all  
15 his factual allegations.

### 16 **3. The Claims and Other Legal Arguments Made by Plaintiff are Warranted by** 17 **Existing Law**

18 Code of Civil Procedure Section 128.7(b) states, in relevant part, an attorney or  
19 unrepresented party is certifying that to the best of the person's knowledge, information, and belief,  
20 formed after an inquiry reasonable under the circumstances. The Plaintiff exercised extreme due  
21 diligence to make certain that he met this requirement that "to the best of the person's knowledge,  
22 information, and belief, formed after an inquiry reasonable under the circumstances." The Plaintiff  
23 believed and still believes he conducted an inquiry reasonable under the circumstances.

24 The Plaintiff demonstrated with substantial legal authority summarized in the Table of  
25 Authorities for each of the Oppositions that shows that the FAC is warranted by existing law. The  
26 arguments put forth earlier by the Plaintiff regarding Code of Civil Procedure Section 128.5 are also  
27 applicable for the Code of Civil Procedure Section 128.7. That information will not, therefore, be  
28 repeated here, but Plaintiff refers the Court to a discussion of these issues in Plaintiff's discussion on  
Code of Civil Procedure Section 128.5.



1           **4. Sanctions under Code of Civil Procedure Section 128.7 are inappropriate because**  
2 **the Claims and Other Legal Arguments made by Plaintiff are Warranted by Existing Law**  
3 **and the Allegations and Other Factual Contentions Have Evidentiary Support**

4           The Hollywood Chamber has attempted to make-up a case that sanctions should be imposed  
5 under Code of Civil Procedure Section 128.5 because the FAC is frivolous. The Plaintiff has  
6 demonstrated that the Hollywood Chamber has failed to meet its burden. Accordingly, sanctions  
7 under Code of Civil Procedure Section 128.7 are inappropriate because the claims and other legal  
8 arguments made by Plaintiff are warranted by existing law and the allegations and other factual  
9 contentions have evidentiary support.

10           **C. Plaintiff's Conduct Maybe Zealous Advocacy But Not Bad Faith**

11           **1. The Plaintiff's Mission In Pursuit Of Justice for the Hollywood Chamber to Honor**  
12 **its Obligation to Install Robin's ☼**

13           The Plaintiff's mission in pursuit of justice for the Hollywood Chamber to honor Its  
14 obligation to install Robin's ☼ is expressed in allegation 65 of the FAC, "When it appeared as if  
15 things were finally moving forward with arrangements for Robin's ☼, in a letter Ora sent to the  
16 Walk of Fame Committee on July 19, 2018, not knowing the bitter journey would continue, he said,  
17 "I can't help but feel that this award is a bittersweet moment for the family of Leo Robin. It reminds  
18 me of the bittersweet duet that Leo wrote, "Thanks for the Memory," sung by Bob Hope and Shirley  
19 Ross in The Big Broadcast of 1938 where they play a divorced couple reminiscing about their time  
20 together. It's unfortunate that the original sponsors -- my grandmother and Bob Hope -- are not here  
21 today to accept the honors and that generations of Leo's family who were here when the award was  
22 offered are no longer around -- my dear parents and Leo's wonderful four sisters and brother, all  
23 who adored him. This leaves the younger generations of Leo's family to attend -- his grandchildren  
24 and many nieces and nephews -- all who adored and idolized him." As previously explained, Ora's  
25 hopes were dashed when the Hollywood Chamber reneged and the family has since lost more  
26 family members, including two nephews, who will never see Robin's ☼."

27           The Plaintiff's pursuit of justice is continued in allegation 66 of the FAC, "On September 9,  
28 1990, Wendy Lynn Ora, his younger sister, passed away soon after, just shy of three months, the  
acceptance letter was sent out on June 18, 1990 from the Hollywood Chamber to Mrs. Robin. At the  
time on July 6, 2017 when Ora got the official records from Hillside Memorial Park that verify the  
passing of his grandmother, Hillside Memorial Park also provided documentation on Wendy Ora's  
DOD, "Wendy Ora: DOB: 2/16/1961 DOD: 9/9/1990." Ora carries the torch of his grandfather's

1 legacy and dedicates this mission in pursuit of justice for the Hollywood Chamber to honor its  
2 obligation to install Robin's ★ to his beloved sister who was still around when the star was awarded  
3 to her grandfather."

## 4 **2. The Line Between Zealous and Improper Advocacy Is Not Always Well-Defined**

5 The line between zealous and improper advocacy is not always well-defined. Under Code of  
6 Civil Procedure Section 128.7(b), a person who signs a pleading certifies, among other things, that  
7 the pleading is not being presented for an improper purpose and contains positions that are not  
8 frivolous. Code of Civil Procedure Section 128.7(c) authorizes the trial court to impose sanctions on  
9 attorneys or parties who violate the certification. In an enlightening decision, the court of appeal in  
10 *Ponce v. Wells Fargo Bank*, 21 Cal.App.5th 253, 230 Cal.Rptr.3d 236, 238 (2018) held that a  
11 nonfrivolous complaint cannot be presented for an improper purpose. In other words, "the  
12 nonfrivolous nature of the claims . . . necessarily establishes [the plaintiffs'] good faith." Although  
13 the border may be blurred between zealous advocacy and bad faith, sanctions are not proper against  
14 a party whose pleading is not frivolous.

## 13 **3. Plaintiff's Conduct Maybe Zealous Advocacy But Not Bad Faith**

14 Plaintiff's conduct maybe zealous advocacy but not bad faith. Plaintiff's advocacy in  
15 conducting his litigation and filing his FAC, as established earlier, was not presented for an  
16 improper purpose and contains positions that are not frivolous. Accordingly, the Plaintiff's FAC was  
17 indeed not frivolous. Thus, sanctions are not proper against the Plaintiff since his pleading is not  
18 frivolous.

## 18 **D. Hollywood Chamber's Conduct Is Bad Faith and the Hollywood Chamber should be** 19 **Subject to Sanctions**

### 20 **1. The Hollywood Chamber's Motion for Sanctions is in Itself Frivolous**

21 In the meantime, the Hollywood Chamber is expending significant time to file the  
22 Hollywood Chamber's Motion for Sanctions that is in itself frivolous. The Plaintiff has  
23 demonstrated that all the claims made by the Hollywood Chamber in the Hollywood Chamber's  
24 Motion for Sanctions have no merit. As a result, the Motion for Sanctions is properly deemed to be  
25 either totally and completely without merit, presented primarily for an improper purpose, not  
26 warranted by existing law, and lacked evidentiary merit – or any combination thereof, or all four  
27 under Code of Civil Procedure Section 128.7(b).  
28

1           **2. The Sole Purpose of Hollywood Chamber's Motion for Sanctions was to Intimidate**  
2           **Him To Pull His FAC interfering with Plaintiff's litigation right to amend his Complaint**

3           Further, the true motive for the Hollywood Chamber's Motion for Sanctions can be gained  
4 by its rational in the conclusion, "Awarding monetary sanctions to cover the cost of responding to  
5 this lawsuit and striking Plaintiff Ora's frivolous Motion would serve to deter Plaintiff Ora from  
6 bringing frivolous complaints or amended complaints unsupported by law in the future." (Motion  
7 for Sanctions 19:7-9) Given there is no evidence of a frivolous FAC, the sole purpose of the  
8 Hollywood Chamber's Motion for Sanctions was to intimidate him to pull his FAC interfering with  
9 Plaintiff's litigation right to amend his Complaint. In other words, the 800-pound gorilla Hollywood  
10 Chamber is attempting to use its powerful status that it can act without regard to the rights of the  
11 Plaintiff or the law.

12           Code of Civil Procedure Section 128.5(c) states, in relevant part, "...In determining what  
13 sanctions, if any, should be ordered, the court shall consider whether a party seeking sanctions has  
14 exercised due diligence. The Hollywood Chamber's Motion for Sanctions reveals that it failed to  
15 exercise due diligence in seeking sanctions against the Plaintiff. The Hollywood Chamber failure to  
16 exercise due diligence in seeking sanctions against the Plaintiff is another factor that should be  
17 considered in determining that the Motion for Sanctions is properly deemed to be either totally and  
18 completely without merit, presented primarily for an improper purpose.

19           **3. The Hollywood Chamber and its attorneys have brought the Motion for Sanctions**  
20           **for an improper purpose and they should be subject to sanctions under Code of Civil**  
21           **Procedure Section 128.7(h)**

22           Code of Civil Procedure Section 128.7(h) provides, "A motion for sanctions brought by a  
23 party or a party's attorney primarily for an improper purpose, such as to harass or to cause  
24 unnecessary delay or needless increase in the cost of litigation, shall itself be subject to a motion for  
25 sanctions. It is the intent of the Legislature that courts shall vigorously use its sanctions authority to  
26 deter that improper conduct or comparable conduct by others similarly situated." The Hollywood  
27 Chamber and its attorneys have brought the Motion for Sanctions for an improper purpose and they  
28 should be subject to sanctions under Code of Civil Procedure Section 128.7(h).

29           **V. CONCLUSION**

30           The Hollywood Chamber has attempted to invent a case that sanctions should be imposed  
31 under Code of Civil Procedure Section 128.5 and/or Code of Civil Procedure Section 128.5  
32 because the FAC is frivolous. The Plaintiff has demonstrated that the Hollywood Chamber has

1 failed to meet its burden. Accordingly, sanctions under Code of Civil Procedure Section 128.5 are  
2 inappropriate because the FAC is totally and completely without substantial merit and whose primary  
3 purpose was for the Hollywood Chamber to install the star on the Walk of Fame awarded to Robin;  
4 sanctions under Code of Civil Procedure Section 128.7 are also inappropriate because the claims  
5 and other legal arguments made by Plaintiff are warranted by existing law and the allegations and  
6 other factual contentions have evidentiary support.


7 Based on the foregoing, the Plaintiff respectfully requests that this Court deny the  
8 Hollywood Chamber's request for an award of sanctions against Plaintiff because of the failure of  
9 the Hollywood Chamber to meet its burden pursuant to Code of Civil Procedure Section 128.5  
10 and/or Code of Civil Procedure Section 128.7. Further, the Plaintiff also requests that this Court  
11 deny the nonmonetary sanction in the form of the striking of Plaintiff's FAC against the Hollywood  
12 Chamber because of the failure of the Hollywood Chamber to meet its burden pursuant to Code of  
13 Civil Procedure Section 128.7(b)(2).

14 Finally, the Plaintiff respectfully requests that this Court impose sanctions in an amount it  
15 deems proper against the Hollywood Chamber and its attorneys under Code of Civil Procedure  
16 Section 128.7(h). The Hollywood Chamber expended significant time to file the Hollywood  
17 Chamber's Motion for Sanctions that is itself frivolous. The Plaintiff has demonstrated that all the  
18 claims made by the Hollywood Chamber in the Hollywood Chamber's Motion for Sanctions have  
19 no merit and the sole purpose of the Hollywood Chamber's Motion for Sanctions was to intimidate  
20 Plaintiff to pull his FAC interfering with Plaintiff's litigation right to amend his Complaint. As a  
21 result, the Motion for Sanctions is properly deemed to be either totally and completely without  
22 merit, presented primarily for an improper purpose, not warranted by existing law, and lacked  
23 evidentiary merit – or any combination thereof, or all four under Code of Civil Procedure Section  
24 128.7(b). The Hollywood Chamber and its attorneys have brought the Motion for Sanctions for an  
25 improper purpose and this Court should impose sanctions under Code of Civil Procedure Section  
26 128.7(h).

27 Executed in Sherman Oaks, California

28 DATED: May 23, 2022

Respectfully Submitted,

By:   
Scott Douglas Ora  
In Pro Per

# **EXHIBIT C**

SCOTT DOUGLAS ORA  
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**FILED**  
Superior Court of California  
County of Los Angeles

MAY 03 2022

Sherri R. Carter, Executive Officer/Clerk of Court  
By [Signature] Deputy  
Glorietta Robinson

SCOTT DOUGLAS ORA, IN PRO PER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

SCOTT DOUGLAS ORA, individually, and in )  
his derivative capacity as trustee of the Leo Robin )  
Trust, on behalf of the Leo Robin Trust )

Plaintiff,

v.

HOLLYWOOD CHAMBER OF COMMERCE, )  
HOLLYWOOD CHAMBER'S BOARD OF )  
DIRECTORS, HOLLYWOOD WALK OF )  
FAME, WALK OF FAME COMMITTEE; and )  
DOES 1 through 100 Inclusive, )

Defendants.

**CASE NO.: 21STCV23999**

**PLAINTIFF SCOTT DOUGLAS  
ORA'S OPPOSITION TO  
DEFENDANT HOLLYWOOD  
CHAMBER OF COMMERCE'S  
DEMURRER TO PLAINTIFF'S  
FIRST AMENDED COMPLAINT;  
MEMORANDUM OF POINTS AND  
AUTHORITIES**

Date: May 17, 2022

Time: 9:30 a.m.

Dept.: 58

Judge Honorable Bruce G. Iwasaki

**Accompanying Documents:**

Exhibits including Nomination Application  
with terms (Offer) and Acceptance Letter; and  
[Proposed] Order filed concurrently herewith

Action Filed: June 29, 2021

First Amended Complaint: March 17, 2022

Trial Date: December 5, 2022

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in the contents of the entire pleading, exclusive of the text from statutes,  
regulations, case law, correspondence and websites of the Hollywood Chamber  
of Commerce and Hollywood Walk of Fame, articles (including photographs)  
by the Los Angeles Times and Variety, and any excerpts quoted therefrom  
within this pleading.

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05/03/2022

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1 Hope, in their application submitted to the...Walk of Fame resulting in a binding written contract."

2 **b. The Acceptance By The Hollywood Chamber mirrors the offer made by Mrs.**  
3 **Robin and actor Bob Hope**

4 In the law of contracts, the mirror image rule, also referred to as an unequivocal and  
5 absolute acceptance requirement, states that an offer must be accepted exactly with no  
6 modifications. The offeror is the master of one's own offer. This common law rule has been  
7 modified by statute in some circumstances under modern practice. California Civil Code Section  
8 1585 provides, in part, " An acceptance must be absolute and unqualified.... A qualified acceptance  
9 is a new proposal "

10 Although the facts in the cases cited by the Defendants are greatly distinguishable from  
11 those here, like night and day, the test in one case is useful. In *Roth v. Malson* (1998) 67  
12 Cal.App.4th 552, 562, the appellate court put forth a two-prong standard: "The controlling  
13 principles can be easily summarized: A contract requires an offer and acceptance. As a general  
14 proposition, an acceptance must manifest an unconditional agreement to all the terms of the offer  
15 and an intention to be bound thereby. More particularly, an acceptance must comport with two  
16 separate but related principles. First, an acceptance must not change, add to, or qualify the terms of  
17 the offer. Second, in manifesting an intent to be bound an acceptance must be clear, positive and  
18 unambiguous; an acceptance, though consistent with the terms of the offer, can be so equivocal that  
19 it fails to clearly express an intention to be bound."

20 Applying this two-prong standard here, first, the acceptance letter sent by the Hollywood  
21 Chamber did not change, add to, or qualify the terms of the offer. Second, in manifesting an intent  
22 to be bound the acceptance letter sent by the Hollywood Chamber was clear, positive and  
23 unambiguous to be an acceptance. Further, the acceptance letter was consistent with the terms of the  
24 offer and unequivocal to clearly express an intention to be bound. The acceptance letter sent by the  
25 Hollywood Chamber complies with both principles. Therefore, the acceptance by the Hollywood  
26 Chamber mirrors the offer made by Mrs. Robin and actor Bob Hope to form the Robin ☼ Contract.

27 **3. The Hollywood Chamber Breached The Robin ☼ Contract For Nonperformance**

28 **a. The Hollywood Chamber interfered with and failed to cooperate with Bob Hope's**  
**performance of the Robin ☼ Contract**

Plaintiff alleges that the Hollywood Chamber was first to breach the Robin ☼ Contract in  
allegation No. 70, as follows: In every contract there is an implied promise of good faith and fair  
dealing as set forth in the Restatement (Second) of Contracts Section 205 (1981). In general, this

1 implied promise means that each party will not do anything to unfairly interfere with the right of  
2 any other party to receive the benefits of the contract. For examples, the implied covenant of good  
3 faith and fair dealing means that parties cannot evade the spirit of the bargain, lack diligence or  
4 slack off, perform incorrectly on purpose, willful rendering of imperfect performance or interfere  
5 with or fail to cooperate in the other party's performance. The Hollywood Chamber soon after June  
6 18, 1990 interfered with and failed to cooperate with the sponsors performance when the acceptance  
7 letter was "Returned to Sender" and placed the envelope with the acceptance letter in its files where  
8 it has since remained in the Hollywood Chamber's records ever since and made no attempt to resend  
9 it and "no follow-up letters and no calls to...(Bob) Hope." (Verified in allegation no. 45) Therefore,  
10 the Hollywood Chamber breached its duty of good faith and fair dealing which constitutes a breach  
11 of the Robin ⚡ Contract because of its actions of placing the acceptance letter in its files and  
12 thereby interfered with and failed to cooperate in Bob Hope's performance of the Robin ⚡ Contract.

13 Further, the Plaintiff alleges in allegation no. 71, as follows: On May 13, 1993, actor Bob  
14 Hope, who was presumably a sponsor for his fourth star (Verified in allegation no. 45), known as  
15 the Live theatre special plaque, on the Walk of Fame in the category Live Performance, was  
16 awarded his live performance star and attended the ceremony. All the while as he received this  
17 honor, Bob Hope who had the same contractual obligation as Mrs. Robin's for the sponsorship of  
18 Robin's ⚡, had the opportunity at this time to schedule Leo Robin's ceremony and the financial  
19 ability as a man of immense wealth to have paid for Robin's ⚡ but for the obstruction by the  
20 Hollywood Chamber who placed the award letter in its files and always kept it a secret from Bob  
21 Hope. (Verified in allegation no. 63) Consequently, the Hollywood Chamber breached its duty of  
22 good faith and fair dealing which constitutes a breach of the Robin ⚡ Contract because of its  
23 actions of placing the acceptance letter in its files and thereby interfered with and failed to  
24 cooperate in Bob Hope's performance of the Robin ⚡ Contract.

25 **b. The Hollywood's Chamber's Breach of Implied Covenant of Good Faith and Fair**  
26 **Dealing**

27 As set forth in the Restatement (Second) of Contracts Section 205 (1981), "[e]very contract  
28 imposes upon each party a duty of good faith and fair dealing in its performance and its  
enforcement." The Hollywood Chamber breached these duties by its conduct which frustrated the  
purpose of the Robin ⚡ Contract. The Hollywood Chamber failed to refrain from destroying or  
injuring the sponsors right to receive the fruits of the contract. The Hollywood Chamber conduct  
was bad faith, and was identified by, among other things, interference with and failure to cooperate

1 in the sponsor's performance when the acceptance letter was "Returned to Sender" and placed the  
2 envelope with the acceptance letter in its files where it has since remained in the Hollywood  
3 Chamber's records ever since and made no attempt to resend it and "no follow-up letters and no  
4 calls to...(Bob) Hope." Further, when Bob Hope received his fourth star on the Hollywood Walk of  
5 Fame, he had the opportunity at this time to schedule Leo Robin's ceremony and the financial ability  
6 as a man of immense wealth to have paid for Robin's ⚡ but for the obstruction by the Hollywood  
7 Chamber who placed the award letter in its files and always kept it a secret from Bob Hope.

8 **c. Waiver by the Hollywood Chamber's Willingness to perform with the Robin ⚡**  
9 **Contract**

10 The Hollywood Chamber was first to breach but also waived its right to take advantage of a  
11 defense that the sponsors committed a first breach. The waiver by the Hollywood Chamber is based  
12 on its conduct. The conduct of the parties following a first breach scenario will determine whether a  
13 first breach defense has been waived. For example, the Hollywood Chamber demonstrated a  
14 willingness of continued performance with the Robin ⚡ Contract after a purported breach.

15 The Plaintiff alleges the willingness by the Hollywood Chamber to perform with the Robin  
16 ⚡ Contract in allegation no. 72, as follows: On July 17, 2018, Ms. Martinez sent Ora an email  
17 where she stipulated, "From what I gather you are now willing to have the star dedication happen  
18 with a ceremony? There is the sponsorship fee involved of 40,000.00. Please let me know when  
19 you would like to do the ceremony and once you give me a date we can move forward. I do have to  
20 get it re-instated by the Chair. Please let me know if you do want to move forward."

21 **d. The Hollywood Chamber Breached the Robin ⚡ Contract for Nonperformance**

22 The Plaintiff alleges in allegation no. 73, as follows: On July 19, 2018, in an overnight  
23 envelope, Ora sent Ms. Martinez the date he selected in 2019 for Leo's star ceremony, April 6th, his  
24 birthday, along with a check for \$4,000, the fee that his grandmother and Bob Hope, the co-  
25 sponsors, had agreed to pay when they first filled out the application back in 1988. Ora did  
26 everything in his power to fulfill performance of the Robin ⚡ Contract as quickly as possible  
27 following Ora's discovery of Robin's star on July 6, 2017 (delayed by the Hollywood Chamber's  
28 actions and inactions) which included a scheduled induction ceremony and Ora's tendered payment  
of the original offer of \$4,000 in accordance with the Robin ⚡ Contract (Verified allegation no.36).

Plaintiff alleges in allegation no. 74, as follows: On July 23, 2018, a further breach of the  
Robin ⚡ Contract by the Hollywood Chamber occurred when Ms. Martinez sent Ora's letter to her  
back to him along with the check he'd made payable to the Hollywood Historic Trust for \$4,000 and

1 cancelled the ceremony..." (Verified in allegation no. 37)

2 In summary, the Hollywood Chamber breached its duty of good faith and fair dealing which  
3 constitutes a breach of the Robin ☛ Contract because of its actions of placing the acceptance letter  
4 in its files and thereby interfered with and failed to cooperate in Bob Hope's performance of the  
5 Robin ☛ Contract. Subsequently, the Hollywood Chamber displayed a willingness to perform with  
6 the Robin ☛ Contract which waived its right to take advantage of a defense that the sponsors  
7 committed a first breach. Finally, on July 23, 2018, a further breach of the Robin ☛ Contract by the  
8 Hollywood Chamber occurred when Ms. Martinez sent Ora's letter to her back to him along with the  
9 check he'd made payable to the Hollywood Historic Trust for \$4,000 and cancelled the ceremony.

10 **C. Second Cause Of Action For Negligence**

11 **1. The Hollywood Chamber Owed Plaintiff A Duty of Care**

12 The Defendants' singular focus in the Second Cause of Action for Negligence is regarding  
13 the pleading of a duty. Defendants argue that the "[Hollywood] Chamber did not owe Plaintiff a  
14 duty of care" (Dem. FAC Memo. 11:26) because "Plaintiff and the [Hollywood] Chamber are not in  
15 contractual privity with each other. There is no contract between them. Therefore, Plaintiff does not,  
16 and cannot, allege a duty arising from contract or statute." (Dem. FAC Memo. 11:14-16).

17 The Plaintiff alleged the rule which imposes the duty of care: "[E]xpress contractual terms  
18 give rise to implied duties, violations of which may themselves constitute breaches of contract.  
19 "Accompanying every contract is a common-law duty to perform with care, skill, reasonable  
20 expedience, and faithfulness the thing agreed to be done, and a negligent failure to observe any of  
21 these conditions is a tort, as well as a breach of the contract." The rule which imposes this duty is of  
22 universal application as to all persons who by contract undertake professional or other business  
23 engagements requiring the exercise of care, skill and knowledge; the obligation is implied by law  
24 and need not be stated in the agreement [citation].'" *Holguin v. Dish Network LLC*. (2014) 229  
25 Cal.App.4th 1310 (FAC ¶ 79)

26 The Plaintiff also alleged that the Hollywood Chamber owed a duty of care to Ora: "The  
27 Hollywood Chamber didn't only commit negligence with its handling of the acceptance letter back  
28 in 1990, but history repeated itself by the Hollywood Chamber's negligence in its recent dealings  
with Ora regarding Robin's ☛. Again, the Court must decide how a reasonably careful person would  
have acted in Defendants' situation. This means that the Hollywood Chamber undertakes to exercise  
reasonable care when Ora attempted to engage with it regarding Robin's ☛. The Hollywood  
Chamber owed a duty of care in exercising their performance competently and with reasonable care

05/03/2022

# **EXHIBIT D**

1 SCOTT DOUGLAS ORA  
4735 Sepulveda Blvd. Apt. 460  
2 Sherman Oaks, CA. 91403  
Phone Number: (818)618-2572  
3 Email: sdo007@aol.com

4 SCOTT DOUGLAS ORA, IN PRO PER

5  
6  
7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**  
10

11 SCOTT DOUGLAS ORA, individually, and in )  
his derivative capacity as trustee of the Leo Robin )  
12 Trust, on behalf of the Leo Robin Trust )

13 Plaintiff,

14 v.

15 HOLLYWOOD CHAMBER OF COMMERCE, )  
16 HOLLYWOOD CHAMBER'S BOARD OF )  
DIRECTORS, HOLLYWOOD WALK OF )  
17 FAME, WALK OF FAME COMMITTEE; and )  
DOES 1 through 100 Inclusive, )

18 Defendants.  
19

**CASE NO.: 21STCV23999**

**PLAINTIFF SCOTT ORA'S  
VERIFIED FIRST AMENDED  
COMPLAINT FOR BREACH OF  
CONTRACT, NEGLIGENCE AND  
PERMANENT INJUNCTIVE RELIEF  
TO INSTALL THE STAR ON THE  
HOLLYWOOD WALK OF FAME  
AWARDED TO LYRICIST LEO  
ROBIN MORE THAN 31 YEARS AGO**

**JURY TRIAL DEMANDED**

Dept.: 58  
Judge: Honorable Bruce G. Iwasaki  
Action Filed: June 29, 2021  
Trial Date: December 5, 2022

21  
22 **COPYRIGHT NOTICE**

23 **Copyright © 2021 Scott Douglas Ora. All Rights Reserved. Copyright claimed**  
24 **in the contents of the entire pleading, exclusive of the text from statutes,**  
25 **regulations, case law, correspondence and websites of the Hollywood Chamber**  
26 **of Commerce and Hollywood Walk of Fame, articles (including photographs)**  
27 **by the Los Angeles Times and Variety, and any excerpts quoted therefrom**  
28 **within this pleading.**

1           66.     On September 9, 1990, Wendy Lynn Ora, his younger sister, passed away soon after,  
2 just shy of three months, the acceptance letter was sent out on June 18, 1990 from the Hollywood  
3 Chamber to Mrs. Robin. At the time on July 6, 2017 when Ora got the official records from Hillside  
4 Memorial Park that verify the passing of his grandmother, Hillside Memorial Park also provided  
5 documentation on Wendy Ora's DOD, "Wendy Ora: DOB: 2/16/1961 DOD: 9/9/1990." Ora carries  
6 the torch of his grandfather's legacy and dedicates this mission in pursuit of justice for the  
7 Hollywood Chamber to honor its obligation to install Robin's ⚡ to his beloved sister who was still  
8 around when the star was awarded to her grandfather. A true and correct copy of the emails between  
9 Ora and Hillside Memorial Park on July 6, 2017 and between Ora and Ms. Martinez on July 11,  
2017 regarding the documentation of Mrs. Robin's passing are attached hereto as Exhibit 19.

10  
11                               **V. CAUSES OF ACTION**  
12                               **FIRST CAUSE OF ACTION**  
                                  **(Breach of Contract)**

13           67.     Plaintiff realleges and incorporates by reference the allegations in paragraphs 1  
14 through 66 above as if fully set forth herein.<sup>12</sup>

15           68.     In 1988, Robin's wife, Cherie Robin, and actor Bob Hope sponsored Leo for a  
16 posthumous star on the Walk of Fame with the submission of an application, which is documented  
17 in Ora's letter to the Walk of Fame Committee on July 11, 2017. (Verified in allegation no. 54) This  
18 application submitted by the sponsors is further corroborated by the story issued on May 23, 2019  
19 by Ashley Lee from the *LA Times* in her investigated story, *Leo Robin never got his Walk of Fame*  
20 *star. Now his grandson is fighting for it*, wherein there is a photograph of the application contents  
21 with the caption, "Materials from the original 1988 application for Leo Robin's posthumous star,  
22 sent by his wife." (Verified in allegation no. 55) This application has all the specified terms of a  
bona fide offer. (Verified in allegation no. 56).

23           69.     On June 18, 1990, an acceptance letter signed by Johnny Grant, Chairman of the  
24 1990 Walk of Fame Committee, was sent to Mrs. Robin. This is documented in Ora's letter on July  
25 11, 2017 to the Walk of Fame committee saying, "I also appreciate your providing me with the  
26 background of how Leo was awarded this star including...how on June 18, 1990 the Committee sent

27 <sup>12</sup> All of these allegations are foundational and critical for this cause; in particular, there are many cited  
28 with substantial evidentiary support.

1 a letter to the same address that was used on Mrs. Robin's original application, notifying her of the  
2 award." (Verified in allegation no. 60) Ms. Lee on May 23, 2019 also tweeted, "at first I didn't  
3 believe that Leo Robin's star had really slipped through the cracks" with a photo (shot by J. Chun of  
4 The Times) of that acceptance letter and the envelope stamped "RETURN TO SENDER." (Verified  
5 in allegation no. 62) The acceptance letter sent by the Hollywood Chamber on June 18, 1990 was an  
6 absolute acceptance, with no additional conditions or qualifications, of the offer made by the  
7 sponsors, Cherie Robin and actor Bob Hope, in their application submitted to the Hollywood Walk  
8 of Fame resulting in a binding written contract ("Robin ★ Contract").

9 70. In every contract there is an implied promise of good faith and fair dealing as set  
10 forth in the Restatement (Second) of Contracts § 205 (1981). In general, this implied promise means  
11 that each party will not do anything to unfairly interfere with the right of any other party to receive  
12 the benefits of the contract. For examples, the implied covenant of good faith and fair dealing  
13 means that parties cannot evade the spirit of the bargain, lack diligence or slack off, perform  
14 incorrectly on purpose, willful rendering of imperfect performance or interfere with or fail to  
15 cooperate in the other party's performance. The Hollywood Chamber soon after June 18, 1990  
16 interfered with and failed to cooperate with the sponsors performance when the acceptance letter  
17 was "Returned to Sender" and placed the envelope with the acceptance letter in its files where it has  
18 since remained in the Hollywood Chamber's records ever since and made no attempt to resend it  
19 and "no follow-up letters and no calls to...(Bob) Hope." (Verified in allegation no. 45) Therefore,  
20 the Hollywood Chamber breached its duty of good faith and fair dealing which constitutes a breach  
21 of the Robin ★ Contract because of its actions of placing the acceptance letter in its files and  
22 thereby interfered with and failed to cooperate in Bob Hope's performance of the Robin ★ Contract.

23 71. On May 13, 1993, actor Bob Hope, who was presumably a sponsor for his fourth star  
24 (Verified in allegation no. 45), known as the *Live theatre special plaque*, on the Walk of Fame in  
25 the category Live Performance, was awarded his live performance star and attended the ceremony.  
26 All the while as he received this honor, Bob Hope, who had the same contractual obligation as Mrs.  
27 Robin's for the sponsorship of Robin's ★, had the opportunity at this time to schedule Leo Robin's  
28 ceremony and the financial ability as a man of immense wealth to have paid for Robin's ★ but for  
the obstruction by the Hollywood Chamber who placed the award letter in its files and always kept  
it a secret from Bob Hope. (Verified in allegation no. 63) Consequently, the Hollywood Chamber  
breached its duty of good faith and fair dealing which constitutes a breach of the Robin ★ Contract



1 because of its actions of placing the acceptance letter in its files and thereby interfered with and  
2 failed to cooperate in Bob Hope's performance of the Robin ☼ Contract.

3 72. On July 17, 2018, Ms. Martinez sent Ora an email where she stipulated, "From what  
4 I gather you are now willing to have the star dedication happen with a ceremony?? There is the  
5 sponsorship fee involved of 40,000.00. Please let me know when you would like to do the ceremony  
6 and once you give me a date we can move forward. I do have to get it re-instated by the Chair.  
7 Please let me know if you do want to move forward. Thanks, Ana 'Handling the stars for many  
8 moons!' Producer, Hollywood Walk of Fame, Vice President of Media Relations, Hollywood  
9 Chamber of Commerce." (Verified in allegation no. 35)

10 73. On July 19, 2018, in an overnight envelope, Ora sent Ms. Martinez the date he  
11 selected in 2019 for Leo's star ceremony, April 6<sup>th</sup>, his birthday, along with a check for \$4,000, the  
12 fee that his grandmother and Bob Hope, the co-sponsors, had agreed to pay when they first filled  
13 out the application back in 1988. Ora did everything in his power to fulfill performance of the  
14 Robin ☼ Contract as quickly as possible following Ora's discovery of Robin's star on July 6, 2017  
15 (delayed by the Hollywood Chamber's actions and inactions) which included a scheduled induction  
16 ceremony and Ora's tendered payment of the original offer of \$4,000 in accordance with the Robin  
17 ☼ Contract (Verified in allegation no. 36).

18 74. On July 23, 2018, a further breach of the Robin ☼ Contract by the Hollywood  
19 Chamber occurred when Ms. Martinez sent Ora's letter to her back to him along with the check he'd  
20 made payable to the Hollywood Historic Trust for \$4,000 and cancelled the ceremony as stated in  
21 her letter she wrote to him: "Dear Mr. Ora, I received your check for \$4,000 which [I] am sending  
22 back to you. The approval of Mr. Robins star lapsed many years ago. It would need to be reinstated  
23 by the Walk of Fame Committee, which will next meet in June 2019. It is very likely the committee  
24 would require that the fee be raised to the current approved level. I am happy to present this to the  
25 committee for their consideration, but we are unable to accept or hold the check which you have  
26 sent. The application is at [www.walkoffame.com](http://www.walkoffame.com). Sincerely, Ana Martinez, Vice President, Media  
27 Relations." (Verified in allegation no. 37)

28 75. The statutes of limitations ("SOL") for the Robin ☼ Contract is governed by  
California Code of Civil Procedure Section 337 which provides that a lawsuit for the breach of a  
written contract generally must be filed within four years of the date the contract was breached. In  
addition, California's "delayed-discovery rule" provides for a longer SOL in special cases. The  
discovery rule "postpones accrual of a cause of action until the plaintiff discovers, or has reason to

1 discover, the cause of action.” Ora could not have reasonably discovered facts supporting the cause  
2 of action within the applicable SOL period until his discovery of Robin's 🌟 when he stumbled  
3 across it on the web on July 6, 2017 (Verified in allegations no. 22 and no. 23); as soon as Ora  
4 discovered Robin's 🌟, he immediately and diligently investigated to find out what happened on the  
5 same day saying, "The only thing I could think of was to call the Hollywood Walk of Fame. When I  
6 spoke to Ana Martinez there, I told her what I had just discovered and asked if it could possibly be  
7 true...she confirmed it was true and said 'Nothing like this has ever happened before.'" (Verified in  
8 allegation no. 24). It would not have been possible to have made this discovery earlier because the  
9 acceptance letter was "Retuned to Sender" and been kept secretly in the Hollywood Chamber's files  
10 ever since. (Verified in allegation no. 45) Consequently, for this lawsuit, the SOL for the breach of a  
11 written contract must be filed within four years of the date of the discovery by Ora of Robin's 🌟 on  
12 July 6, 2017. This is the earliest date for determining when the SOL began running.

13 76. There are valid arguments that the date for determining when the SOL began running  
14 could even be later under the circumstances. "Under the [delayed] discovery rule, the SOL begins to  
15 run when the plaintiff suspects or should suspect that [his or] her injury was caused by wrongdoing,  
16 that someone has done something wrong to [him or] her" (*Jolly v. Eli Lilly & Co.* (1988) 44 Cal.3d  
17 1103, 1110). The delayed discovery suspends or delays the SOL deadline by not starting the SOL  
18 time period until the Plaintiff discovers or by the exercise of reasonable diligence should have  
19 discovered, both: (1) the harm; and (2) that was caused by the wrongdoing of the Defendants. Based  
20 on *Jolly*, it's possible to show that the SOL didn't start to run until the *LA Times* ran their story on  
21 May 23, 2019, wherein Ora learned from Ms. Lee reporting, "The envelope was returned to its  
22 sender and has since remained in the Chamber of Commerce's records" and also tweeted, "at first I  
23 didn't believe that Leo Robin's star had really slipped through the cracks" with a photo of that  
24 acceptance letter and the envelope stamped "RETURN TO SENDER." (Verified in allegation no.  
25 45) Therefore, the definitive SOL for the breach of a written contract must be filed within four years  
26 of the date Ora discovered on May 23, 2019 this harm caused by the Defendants' wrongdoing.

27 77. As a result of the actions, inactions and omissions of Defendants resulting in the  
28 breach of the Robin 🌟 Contract, as set forth above, Plaintiff herein seeks general, compensatory and  
consequential damages in amounts to be shown in accordance with proof at the time of trial.

# **EXHIBIT E**

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HOLLYWOOD CHAMBER OF COMMERCE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

SCOTT DOUGLAS ORA, individually, and  
in his derivative capacity as trustee of the  
Leo Robin Trust, on behalf of the Leo Robin  
Trust

Plaintiff,

v.

HOLLYWOOD CHAMBER OF  
COMMERCE, HOLLYWOOD  
CHAMBER'S BOARD OF DIRECTORS,  
HOLLYWOOD WALK OF FAME, WALK  
OF FAME COMMITTEE; and DOES 1  
through 100 Inclusive.

Defendants.

CASE NO. 21STCV23999

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
DEFENDANT HOLLYWOOD  
CHAMBER OF COMMERCE'S  
MOTION FOR SANCTIONS  
AGAINST PLAINTIFF  
[CALIFORNIA CODE OF CIVIL  
PROCEDURE 128.5/128.7]**

Reservation No.: 931559711846

Date: June 6, 2022

Time: 9:30 a.m.

Dept.: 58

Judge: Hon. Judge Bruce G. Iwasaki

**Accompanying Documents:**

[Notice of Motion for Sanctions;  
Declaration of Violaine Brunet and  
[Proposed] Order filed concurrently  
herewith]

Complaint Filed: June 29, 2021

First Amended Complaint: March 17,  
2022

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Defendant HOLLYWOOD CHAMBER OF COMMERCE (“the Chamber” or “Defendant”), hereby respectfully submits the following Memorandum of Points and Authorities in support of its Motion for Sanctions under California Code of Civil Procedure (“Code Civ. Proc.”) Sections 128.5 and 128.7 against Plaintiff SCOTT DOUGLAS ORA (“Plaintiff Ora” or “Plaintiff”) on the grounds that he filed, and continue to pursue, a frivolous complaint against the Chamber, asserting claims that are totally and completely without merit, do not have evidentiary support, and, are not likely to have evidentiary support. Defendant seeks an award of sanctions in the amount of its costs and attorneys’ fees incurred in responding to Plaintiff Ora ’s lawsuit, i.e., at least **\$16,134.00**, pursuant to Code Civ. Proc. §128.5 and/or §128.7. And, the Chamber also requests a nonmonetary sanction in the form of the striking of Plaintiff’s FAC against the Chamber, pursuant to Code Civ. Proc. §128.7(b)(2).

## **I. INTRODUCTION**

On February 15, 2022, this Court sustained the Chamber’s Demurrer with leave to amend. On March 17, 2022, Plaintiff Ora filed a First Amended Complaint (“FAC”), which is almost a duplicate<sup>1</sup> of the Complaint filed against the Chamber on June 29, 2021. The causes of action and allegations raised in Plaintiff’s FAC are identical or almost identical to the ones raised in Plaintiff’s Verified Complaint filed on June 29, 2021<sup>2</sup>. This means that Plaintiff has not cured any defects in Plaintiff’s FAC, which is to be expected as he cannot cure them. No contract has ever existed between the Chamber and anyone alleged in Plaintiff’s Complaint.

## **II. STATEMENT OF FACTS**

As alleged in the FAC, Plaintiff’s grandmother, Cherie Robin, (“Ms. Robin”) and actor Bob Hope (“Mr. Hope”) (collectively, the “Sponsors”) submitted a Nomination Application to the Walk of Fame Committee sponsoring the songwriter Leo Robin, Plaintiff’s grandfather, (“Leo Robin”) for a posthumous star on the Walk of Fame in 1988. (FAC ¶¶20, 54, 67). On June 18, 1990, the Walk of Fame Committee (“Committee”) sent a letter signed by Johnny Grant, Chairman of the Committee to Ms. Robin, notifying her of the award, to wit, that Leo

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<sup>1</sup> Plaintiff Ora added a few allegations to the FAC. However, the defects discussed in the Court’s February 16, 2022 are still not cured. See par. 63, 70, 72, and 73.

<sup>2</sup> Id.

Robbin had been selected to receive a posthumous star on the Hollywood Walk of Fame. (FAC ¶¶26, 60, 68). For the star to be awarded, certain requirements had to be met first. (FAC ¶¶15-16, and 56). In 1990, the nomination process required that the recipients or sponsors satisfy two conditions, to wit, (1) schedule the presentation ceremony within 5 years of the selection, and (2) pay a fee in the amount of \$4,000, payable at time of selection, which was collected to pay for the creation and installation of the star, as well as for the general maintenance of the Walk of Fame. (*Id.*) Otherwise, a new Nomination Application had to be submitted. (FAC ¶16). The FAC contains no allegations to show that these two requirements were ever fulfilled. Ms. Robin passed away on May 28, 1989. (FAC ¶¶26, 61). On July 27, 2003, Mr. Hope also passed away. (FAC ¶63).

### III. LEGAL AUTHORITY FOR MOTION

Section 128.5 of the Code of Civil Procedure provides for sanctions against a party and/or its counsel based upon its pursuit of a complaint that is totally and completely without merit. Code Civ. Proc. §128.5 (a), (b). Section 128.5 states, in relevant part, as follows:

(a) **A trial court may order a party, the party’s attorney, or both, to pay the reasonable expenses, including attorney’s fees, incurred by another party as a result of actions or tactics, made in bad faith, that are frivolous or solely intended to cause unnecessary delay ...**

(b) For the purposes of this section:

(1) “Actions or tactics” include, but are not limited to, the making or opposing of motions or **the filing and service of a complaint ...**

(2) “Frivolous” means **totally and completely without merit** or for the sole purpose of harassing an opposing party ...

(emphasis added); see also *Marriage of Flaherty* (1982) 31 C3d 637, 649-650, 1 (sanctions for “frivolous” appeal)]

“[A]n action is deemed frivolous or in bad faith if it is prosecuted for improper motive (including harassment or delay) *or* if it is total and completely without merit.” *Finnie v. Town of Tiburon* (1998) 199 Cal.App.3d 1, 12 [emphasis in original]; *see also, Winick Corp. v. County Sanitation Dist. No. 2* (1986) 185 Cal.App.3d 1170, 1180 (imposition of sanctions proper where an “action was prosecuted for an improper motive *or* the action undisputedly has no merit” [emphasis in original]). “The prosecution of a frivolous action may in itself be evidence from

1 which a finding of subjective bad faith may be made.” *West Coast Dev. v. Reed* (1992) 2  
2 Cal.App.4th 693, 702. “Whether an action is frivolous is governed by an objective standard:  
3 Any reasonable attorney would agree it is totally and completely without merit.” *In re Marriage*  
4 *of Rees & Guy* (1999) 73 Cal.App.4th 1214, 1220-1221 [emphasis added].

5 In *Wilhelm v. Pray, Price, Williams & Russell* (1986) 186 CA3d 1324, 1334, the Court  
6 of Appeal found that sanctions for “frivolous” pleadings were properly imposed **when Plaintiff**  
7 **filed an amended complaint that was only superficially different**. Weil & Brown, California  
8 Practice Guide Civil Procedure (The Rutter Group June 2021) Ch. 9(III)-C, [9:1036].

9 Also, section 128.5 sanctions are appropriate, not just to a complaint as a whole, but also  
10 as to individual causes of action that are totally without merit. *San Diegans for Open*  
11 *Government v. City of San Diego* (2016) 247 Cal.App.4th 1306. For example, in *San Diegans*  
12 *for Open Government*, plaintiff “SDOG” brought a complaint against the City of San Diego and  
13 its City Attorney, asserting causes of action for, 1) violation of the California Public Records  
14 Act, 2) declaratory relief, and 3) taxpayer waste. Ultimately, SDOG voluntarily dismissed the  
15 taxpayer waste claim with prejudice; the trial court granted judgment in SDOG’s favor on the  
16 other two causes of action. **Defendants filed a motion for Section 128.5 sanctions against**  
17 **SDOG on the grounds that it had no evidence to support its taxpayer waste cause of action,**  
18 **beyond that which it invented, and that SDOG acted in bad faith in attempting to use such**  
19 **non-meritorious claim to leverage a settlement.** The trial court denied the sanctions motion,<sup>3</sup>  
20 but the Court of Appeal rejected these three grounds and reversed.

21 The appellate court explained that **Section 128.5 imposes an objective standard, i.e.,**  
22 **looking at the merits of the claim from a “reasonable person’s perspective”**, and the trial  
23 court had failed to properly apply this standard “by concluding the lack of evidence of subjective  
24 bad faith by SDOG or its counsel required denial of the sanctions motion.” *Id.* at 1318.

25  
26 <sup>3</sup>, The trial court denied the sanctions motion on grounds that the appellate court found to be  
27 flawed, i.e., merely that the claim had survived demurrer; that the *defendants* had not provided  
28 evidence that they did *not* waste taxpayer funds (as opposed to plaintiff providing evidence that  
they did, or anything else to shift the burden of proof); and, that the assertion of bad faith by  
SDOG was speculative.

Similarly, Section 128.7 of the California Code of Civil Procedure<sup>4</sup> provides for sanctions against an attorney or **unrepresented party**. *See e.g., Eichenbaum v. Alon* (2003) 106 Cal.App.4th 967, 970 (affirming award of sanctions against plaintiff and his attorneys under Section 128.7); *see also, Bucur v. Ahmad* (2016) 244 Cal.App.4th 175, 189-191, 195 (affirming award of 128.7 sanctions against plaintiffs and their counsel, and awarding further 128.7 sanctions against them, jointly and severally, for a frivolous appeal).

Also, Section 128.7(b) states, in relevant part, as follows:

**By presenting to the court, whether by signing, filing, submitting, or later advocating, a pleading, petition, written notice of motion, or other similar paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, all of the following conditions are met:**

...  
(1) It is not being presented primarily for an improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.

(2) The claims, defenses, and other legal contentions therein are **warranted by existing law** or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law.

(3) The allegations and other factual contentions **have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.**

...  
(c) **If, after notice and a reasonable opportunity to respond, the court determines that subdivision (b) has been violated, the court may**, subject to the conditions stated below, **impose an appropriate sanction** upon the attorneys, law firms, or **parties that have violated subdivision (b)** or are responsible for the violation. In determining what sanctions, if any, should be ordered, the court shall consider whether a party seeking sanctions has exercised due diligence.

(1) ... If warranted, **the court may award to the party prevailing on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion** ... (emphasis added)

...  
(d) ... Subject to the limitations in paragraphs (1) and (2), the sanction may consist of, or include, **directives of a nonmonetary nature**, an order to pay a penalty into court, or, if imposed on motion and warranted for effective deterrence, an **order directing payment to the movant of some or all of the reasonable attorney's fees and other expenses incurred as a direct result of the violation** ... (emphasis added)

The objective standard that applies to a motion under Section 128.5 likewise applies to Section 128.7 sanctions. *San Diegos for Open Government*, 247 Cal.App.4th at 1318.

Further, pursuant to Section 128.7(d) of the California Code of Civil Procedure, the Court may impose monetary sanctions against a party who violates subdivision (b) and may strike a factually or legally baseless pleading.

In considering whether and what sanctions are appropriate under Section 128.7, the court applies an objective standard in measuring counsel or a party's "actual belief" upon its filing the pleading. *Bockrath v. Aldrich Chemical Co.* (1999) 21 Cal.4th 71, 82. As the California Supreme Court has stated, "the actual-belief standard requires more than a hunch, a speculative belief, or wishful thinking: it requires a well-founded belief." *Id.* at 82 (emphasis added). "A claim is objectively unreasonable if 'any reasonable attorney would agree that [it] is totally and completely without merit.'" *Peake v. Underwood* (2014) 227 Cal.App.4th 428, 440, 448-449 (**upholding award of 128.7 sanctions where the subject claims were clearly without factual or legal merit, no colorable argument to support a change in existing law was offered, and defense counsel gave notice of the grounds for his position that the claims were without merit**).

Under these standards, it is evident that Plaintiff Ora's filing and ongoing pursuit of his FAC against the Chamber is totally and completely without merit, being presented primarily for an improper purpose, is not warranted by existing law, and does not have evidentiary merit. Accordingly, sanctions under Section 128.5 and/or Section 128.7 are properly awarded in favor of the Chamber, in the amount of their costs and attorneys' fees to date. Furthermore, the nonmonetary sanction of the striking of Plaintiff Ora's FAC against the Chamber is also warranted here.

#### IV. LEGAL ARGUMENTS

Plaintiff Ora's claims against the Chamber completely lack of merit on multiple grounds. For this reason, on February 16, 2022, the Court sustained the Chamber's Demurrer with leave to amend. However, on March 17, 2022, Plaintiff Ora filed a First Amended Complaint ("FAC") raising the same allegations and causes of action. As a result, the FAC is properly deemed to be either totally and completely without merit, presented primarily for an improper purpose, not warranted by existing law, and lacked evidentiary merit – or any combination thereof, or *all four*.

1 First, Plaintiff Ora's FAC fails to state a claim of breach of contract and negligence **as no**  
2 **contract was ever formed between the Sponsors and Chamber** (the alleged "Robin Contract"  
3 dated June 18, 1990 discussed in the FAC and Complaint). **And, Plaintiff cannot cure such a**  
4 **defect, and his claim therefore lacks merit.**

5 Second, Plaintiff lacks standing to pursue a breach of contract claim against the Chamber  
6 as he is not a party to any contract with the latter.

7 Third, the FAC, in its entirety, should be dismissed because it is time-barred on its face,  
8 pursuant to Sections 337(a) and 430.10(e) of Cal. Civ. Proc. If the Chamber breached the terms  
9 of the alleged "Robin Contract" dated June 18, 1990 which is denied here for all the above-  
10 mentioned reasons – as no such contract was ever formed – the statute of limitations expired in  
11 June 1994.

12 Finally, the Second Cause of Action for Negligence also fails. Plaintiff fails to state facts  
13 sufficient to constitute a cause of action against the Chamber because Plaintiff cannot show that  
14 the Chamber owed him any duty.

15 A. **There Is No Contract Between the Sponsors and Chamber.**

16 1. **The Offer of Plaintiff's Grandmother Was Revoked by the Death of**  
17 **Plaintiff's Grandmother.**

18 A complaint for breach of contract must allege the following: (1) the existence of a  
19 contract; (2) plaintiff's performance or excuse for non-performance; (3) defendant's breach; and  
20 (4) damages to plaintiff therefrom. (*Acoustics, Inc. v. Trepte Construction Co.* (1971) 14  
21 Cal.App.3d 887, 913.) A plaintiff must show the existence of a contract – the threshold element,  
22 and both an offer and an acceptance required to create a contract. If these two elements are not  
23 proven, then no contract was created. CACI Nos. 307, and 309. The elements of a valid contract  
24 include an offer and an acceptance, consideration, and mutual assent to terms essential to the  
25 formation of a contract." Section 1550 of California Civil Code. "Both the offer and  
26 acceptance [are] required to form a valid contract." 2 Richard A. Lord & Samuel Williston,  
27 *Williston on Contracts* § 6:1 (4th ed. May 2021 Update). "An offer to contract is a proposal in  
28 the form of an express or implied promise to exchange a promise or an act for a specified return

1 promise or act of another, and it is therefore obvious that the latter's assent is necessary in order  
2 to complete the transaction. This manifestation of assent constitutes the acceptance." *Id.* Also,  
3 "[a]cceptance of an offer is necessary to create a simple contract, since it takes two to make a  
4 bargain." *Id.*

5 As explained further below, the submission of a Nomination Application by the Sponsors  
6 to the Hollywood Walk of Fame does not constitute "an offer." However, for the sake of  
7 argument, assuming that Plaintiff's grand-mother made any "offer" to contract to Defendant by  
8 submitting an application in 1988, such offer was revoked by her death. Indeed, a "proposal is  
9 revoked . . . [b]y the death or legal incapacity to make decisions of the proposer," pursuant to  
10 California Civil Code §1587(d). Indeed, "[d]eath or incapacity of the offeror terminates the  
11 power of acceptance even though the offeree has no knowledge or notice of it. The theory is  
12 that, at the time of acceptance, **there is no offeror capable of contracting.**" (emphasis added)  
13 (citing California Civil Code §1587(d); *Shaw v. King* (1923) 63 C.A. 18, 24; *Board of Home*  
14 *Missions & Church Extension of Methodist Episcopal Church v. Manley* (1933) 129 C.A. 541,  
15 543; *Fritz v. Thompson* (1954) 125 C.A.2d 858, 863, 271 P.2d 205; Rest.2d, Contracts § 48; 1  
16 Corbin (Rev. ed.), § 2.34; 1 Williston 4th (2007 ed.), §§ 5:19, 5:20; 17A Am.Jur.2d (2016 ed.),  
17 Contracts § 62.)) 1 Witkin, Summary 11th Contracts § 158 (2021).

18 Plaintiff's grandmother passed away on May 28, 1989. (FAC ¶18). Therefore, as of May  
19 28, 1989, the "offer"<sup>5</sup> of Plaintiff's grandmother was revoked by her passing. Therefore,  
20 Plaintiff has failed to identify a valid contract.

## 21 **2. No Contract Was Ever Formed.**

### 22 **▪ The Nomination Application Submitted By The Sponsors Did Not Amount** 23 **To An "Offer."**

24 Here, the submission of a Nomination Application by the Sponsors to the Hollywood  
25 Walk of Fame does not constitute "an offer." Under California law, an "offer" is "a  
26 manifestation of willingness to enter into bargain, so made as to justify another person in  
27 understanding that his assent to that bargain is invited and will conclude it." *Fosson v. Palace*

28 <sup>5</sup> Again, we denied that the Nomination Application submitted by the Sponsors constitutes an "offer."



(*Waterland*), *Ltd.*, 78 F.3d 1448, 1452-1453 (9th Cir. 1996). In the present case, as stated in the FAC, the “Walk of Fame Selection Committee receives an average of two hundred nomination applications a year,” and every year, “the Walk of Fame Committee selects approximately 20 to 24 . . . celebrities to receive stars on the Walk of Fame.” (FAC ¶13). Therefore, the Nomination Application submitted by the Sponsors do not amount to an “offer.”

▪ **The June 18, 1990 Letter Signed By the Walk of Fame Committee Did Not Constitute “An Acceptance.”**

The June 18, 1990 letter signed by Johnny Grant, Chairman of the 1990 Walk of Fame Committee, which was allegedly sent to Ms. Robin, did not constitute “an acceptance” either. (FAC ¶68). “[U]nder California law, ‘acceptance is the manifestation of assent to the terms thereof made by the offeree in a manner invited or required by the offer.’” *Fosson v. Palace (Waterland)*, *Ltd.*, 78 F.3d 1448, 1452-1453 (9th Cir. 1996). Therefore, this June 18, 1990 letter was at most an “offer.” Indeed, said letter stated that “Leo Robin ha[d] been selected to receive a posthumous start on the Hollywood Walk of Fame,” and that certain requirements must be satisfied in order for the star to be posthumously awarded to Leo Robin. (FAC ¶68).

Plaintiff’s contention is that the June 18, 1990 letter was an “acceptance.” However, even under Plaintiff’s theory, such letter did not constitute an “acceptance.” An “acceptance” with conditions (\$4,000 and scheduling a ceremony.) is not an acceptance either, but an “offer.” An “acceptance” with conditions is not an acceptance, but an offer. *Roth v. Malson* (1998) 67 Cal.App.4th 552, 556-557.) “A qualified acceptance is a new proposal.” Cal. Civ. Proc. § 1585. See Witkin, Summary of California Law, Contracts § 183 (11th ed.2021); see also *Roth v. Malson* (1998) 67 C.A.4th 552; *Hunkins-Willis Lime & Cement Co. v. Los Angeles Warehouse Co.* (1908) 155 C. 41, 45; *Love v. Gulyas* (1948) 87 C.A.2d 608, 613.

**3. In Any Event, There Was A Lack of Performance on the Sponsors’ Part.**

“The obligations of the parties to a contract are either dependent or independent. The parties’ obligations are dependent when the performance by one party is a condition precedent to the other party’s performance. In that event, one party is excused from its obligation to perform if the other party fails to perform.” *Colaco v. Cavotec SA* (2018) 25 Cal.App.5th 1172, 1182-

1183 (internal citations omitted).

Here, the Hollywood Walk of Fame offered to award the posthumous star to Leo Robin in exchange of (1) the payment of \$4,000, payable after the selection, which represents the cost of a star and the payment for the creation and installation of the star as well as general maintenance of the Walk of Fame, at the time, and (2) the scheduling of the ceremony within five years. (FAC, ¶¶15, and 16). In California, the doctrine of mutuality of obligation requires that the promises on each side of a contract must be binding obligations in order to be consideration for each other. See Witkin, Summary of California Law, Contracts § 228 (9th ed. 1987) (citing *Mattei v. Hopper*, 51 Cal.2d 119, 330 P.2d 625, 626 (1958)). “In a bilateral contract, the promise of one party is consideration for that of another.” Witkin, at § 215.

The FAC contains no allegations to show that these two requirements were ever fulfilled by the Sponsors. And, no rule, including California’s discovery rule, excuses or allows one of the contracting parties to delay the performance on their obligations under an alleged contract.<sup>6</sup>

**4. An Offer May Be Accepted Only By Person To Whom It Is Made**

Plaintiff cannot accept the offer of the Hollywood Walk of Fame, on behalf of the Sponsors, who passed away more than a decade ago. (FAC § 63). **“One of the necessary elements of any proposed contract is the person with whom the contract is to be made.** As result, an offer made to one person cannot be accepted by another, even though the offeree purports to assign the offer.” (emphasis added) Williston on Contracts § 6:27 (4th ed. May 2021 Update). Here, the FAC fails on the first prong of a claim for breach of contract because there is no contract between Plaintiff and the Chamber. Thus, Plaintiff’s claim for breach of contract against the Chamber fails to allege sufficient facts to constitute a cause of action.

**B. Any Breach Of Contract Claim Is Barred By The Four Year Statute Of Limitations, And Plaintiff Cannot Avail Himself Of The “California Delayed Discovery Rule” To Extend The Statute Of Limitations As He Is Not A Contracting Party To Any Contract With The Chamber.**

Plaintiff’s First Cause of Action, Breach of Contract, should be dismissed as it is outside its governing statute of limitations. Cal. Civ. Proc. Section 337(a) provides that an action upon

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<sup>6</sup> Again, we denied that a contract was ever formed.

any contract, obligation or liability founded upon an instrument in writing, must be brought within four years. Therefore, if the Chamber breached the terms of the alleged “Robin Contract” dated June 18, 1990 which is denied here – as no such contract was ever formed – the statute of limitations expired in June 1994.

Further, Plaintiff, who is not a contracting party as discussed further below, cannot raise any statutes of limitations rules nor the “California delayed discovery rule,” because he has no breach of contract claim against the Chamber. Indeed, it is known that

“[t]hese four-year statutes for breach of contract apply to actions between the contracting parties, **not actions against other persons who may be named in the contract but did not sign it and other persons not in privity to parties to the contractual relationship.** By definition, **actions between persons who are not contracting parties or privies are not breach of contract actions . . .** The contract is the source of the rights and duties of the contracting parties, and the four-year statute for contract causes of action does not apply unless the obligation sued upon is immediately founded on the written contract.” (emphasis added) 1 Carr, Schwing California Affirmative Defenses § 25:12 (2d ed. May 2021 Update).

**C. The First Cause of Action for Breach of Contract Fails To State A Claim and Is Uncertain.**

**1. Plaintiff Lacks Standing To Pursue A Breach Of Contract Claim Against Hollywood Chamber Of Commerce (“The Chamber”) As He Is Not A Party To Any Contract With The Chamber.**

Plaintiff’s cause of action for breach of contract against the Chamber fails because he is not a party to a contract with the Chamber. An individual who is not a party to a contract has no standing to enforce the contract or to recover damages thereunder. (*Hatchwell v. Blue Shield of California* (1988) 198 Cal.App.3d 1027, 1034, in which it is stated that “[s]omeone who is not a party to [a] contract has no standing to enforce the contract.”) The FAC cannot cure the deficiency related to standing.

Cal. Civ. Proc. § 367 requires that every action must be prosecuted in the name of the real party in interest. The real party in interest is the person to whom the obligation is owed. (*People v. Superior Court* (1972) 23 Cal.App.3d 128, superseded, *People v. Superior Court* (1973) 9 Cal.3d 283; see also *Dino v. Pelayo* (2006) 145 CA4th 347, 353, 51 CR3d 620, 624, fn. 2; *Cloud*

1 *v. Northrop Grumman Corp.* (1998) 67 CA4th 995, 1004, 79 CR2d 544, 549, and *Gantman v.*  
2 *United Pac. Ins. Co.* (1991) 232 CA3d 1560, 1566; *Jasmine Networks, Inc. v. Sup.Ct. (Marvell*  
3 *Semiconductor, Inc.)* (2009) 180 CA4th 980, 991). As stated above, Plaintiff is not the real party  
4 in interest, thus the Chamber owed him no obligation. He, therefore, lacks standing to pursue his  
5 claims against the Chamber.

6 **2. The Complaint Fails To Plead The Essential Terms Of The Contract Or**  
7 **Attach A Copy Of The Contract Allegedly Breached.**

8 The First Cause of Action for breach of contract fails because the written contract on  
9 which this action is founded - the alleged “Robin Contract” (the Chamber denies that such  
10 contract was ever formed) - is not attached to the Complaint nor are all the terms of the alleged  
11 “Robin contract” set forth verbatim or stated in their legal effect. (Complaint ¶68). The essential  
12 terms of the contract must be pleaded or a copy of the contract must be attached to the complaint  
13 in order to state a cause of action for breach of contract. 4 Witkin, California Proc. (4th ed.),  
14 Pleading §§ 479 to 481, 517 to 518. Here, Plaintiff has failed to meet this standard, and indeed,  
15 cannot meet this standard because the alleged “Robin Contract” was never formed.

16 Under the above pertinent legal authority, Plaintiff’s First Cause of Action or Breach of  
17 Contract raised in Plaintiff’s Complaint and FAC (which is almost a duplicate of Plaintiff’s  
18 Complaint)<sup>7</sup> is non-meritorious. No contract was ever formed between the Chamber and  
19 Sponsors, as determined by the Court on February 16, 2022. Therefore, this cause of action is  
20 manifestly without merit, unsupported by law, and frivolous within the meaning of Sections  
21 128.5, and 128.7.

22 **D. The Chamber Did Not Owe Plaintiff A Duty of Care.**

23 Under California law, where no contractual relationship exists between two parties, a  
24 duty of care between those parties exists only where imposed by statute or where it arises as a  
25 result of the general character of the activity or of a “special relationship” between the parties.  
26 (*Bily v. Arthur Young & Co.* (1992) 3 Cal.4th 370, 398; *Ratcliff Architects v. Vanir Construction*  
27

28 <sup>7</sup> Plaintiff Ora added a few allegations to the FAC. However, the defects discussed in the Court’s February 16, 2022  
are still not cured. See par. 63, 70, 72, and 73.

1 *Management, Inc.* (2001) 88 Cal.App.4th 595, 604 (citing *J'Aire Corp. v. Gregory* (1979) 24  
2 Cal.3d 799, 803.). The existence of a duty is to be determined, “by reference to the body of  
3 statutes, rules, principles and precedents which make up the law and it must be determined only  
4 by the court.” (*Stout v. City of Porterville* (1983) 148 Cal.App.3d 937, 941-42, citing Prosser,  
5 Torts (4th ed. 1971) § 37, p. 206.) “An action in negligence requires a showing that the  
6 defendant owed the plaintiff a legal duty, that the defendant breach the duty, and that the breach  
7 was a proximate or legal cause of the injuries suffered by the plaintiff.” (*Ratcliff, supra*, 88  
8 Cal.App.4th at p. 604.)

9 Absent duty, there is no liability, no matter how easily the injury might have been  
10 prevented. California Practice Guide Civil Procedure Trial Claims and Defenses, Ch. 6(I)-B  
11 (citing *J.L. v. Children’s Institute, Inc.* (2009) 177 CA4th 388, 396; *Bily v. Arthur Young & Co.*  
12 (1992) 3 C4th 370, 397.) Duty is a legal issue and must be determined by the courts. (See *Bily*,  
13 *supra*, 3 Cal.4th at p. 397; *Ratcliff, supra*, 88 Cal.App.4th at p. 604.)

14 Here, Plaintiff and the Chamber are not in contractual privity with each other. There is  
15 no contract between them. Therefore, Plaintiff does not, and cannot, allege a duty arising from  
16 contract or statute; thus, the only conceivable source of a duty owing to Plaintiff is the existence  
17 of a special relationship. “ ‘Typically, in special relationships, the plaintiff is particularly  
18 vulnerable and dependent upon the defendant who, correspondingly, has some control over the  
19 plaintiff’s welfare. . . A defendant who is found to have a “special relationship” with another  
20 may owe an affirmative duty to protect the other person from foreseeable harm, or to come to the  
21 aid of another in the face of ongoing harm or medical emergency.’ ” (*Carlsen v. Koivumaki*  
22 (2014) 227Cal.App.4th 879, 893.) Such relationship does not exist here, nor is it alleged in the  
23 FAC. Ms. Robin and Mr. Hope are the ones who submitted the Nomination Application  
24 sponsoring Leo Robin in 1988. (FAC ¶¶20, 54, 67).

25 As a result, as a matter of substantive law, Plaintiff cannot state a negligence claim for  
26 damages arising from the Chamber because the Chamber did not owe Plaintiff a duty of care.

27 Therefore, this cause of action is manifestly without merit, unsupported by law, and  
28 frivolous within the meaning of Sections 128.5, and 128.7.

V. CONCLUSION

On June 29, 2021, Plaintiff Ora filed a frivolous Complaint. Although the Court sustained the Chamber's Demurrer on February 16, 2022, Plaintiff Ora filed a First Amended Complaint, an almost duplicate<sup>8</sup> of the June 29, 2021 Complaint. In the meantime, the Chamber is expending significant time and money to respond to these Complaints. Based on the facts of the case, Plaintiff Ora fails and will never be able to state a claim of breach of contract and negligence. Awarding monetary sanctions to cover the cost of responding to this lawsuit and striking Plaintiff Ora's frivolous Motion would serve to deter Plaintiff Ora from bringing frivolous complaints or amended complaints unsupported by law in the future.

Based on the foregoing, the Chamber respectfully requests that this Court grant the Chamber an award of sanctions against Plaintiff Ora in the amount of its costs and attorneys' fees incurred (i.e., at least **\$16,134.00**), pursuant to Code Civ. Proc. §128.5 and/or §128.7. And, the Chamber also requests a nonmonetary sanction in the form of the striking of Plaintiff's FAC against the Chamber, pursuant to Code Civ. Proc. §128.7(b)(2).

Dated: May 11, 2022

GORDON REES SCULLY MANSUKHANI,  
LLP

By:



Reid E. Dammann  
Violaine Brunet  
HOLLYWOOD CHAMBER OF  
COMMERCE

<sup>8</sup> Plaintiff Ora added a few allegations to the FAC. See par. 63, 70, 72, and 73. However, the defects discussed in the Court's February 16, 2022 are still not cured.

Gordon Rees Scully Mansukhani, LLP  
633 West Fifth Street, 52nd floor  
Los Angeles, CA 90071

**PROOF OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: Gordon Rees Scully Mansukhani, LLP 633 West Fifth Street, 52nd Floor, Los Angeles, CA 90071. On May 11, 2022, I served the within documents:

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEFENDANT HOLLYWOOD CHAMBER OF COMMERCE'S MOTION FOR SANCTIONS AGAINST PLAINTIFF [CALIFORNIA CODE OF CIVIL PROCEDURE 128.5/128.7]**

<input type="checkbox"/>	<b>By Personal Delivery:</b> By personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
<input checked="" type="checkbox"/>	<b>By U.S. Mail:</b> By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in United States mail in the State of California at Los Angeles, addressed as set forth below.
<input type="checkbox"/>	<b>By Overnight Delivery:</b> By placing a true copy thereof enclosed in a sealed envelope, at a station designated for collection and processing of envelopes and packages for overnight delivery by FedEx as part of the ordinary business practices of Gordon & Rees LLP described below, addressed as follows:
<input checked="" type="checkbox"/>	<b>By Email:</b> By transmitting via Email the document(s) listed above to the email address(es) set forth below on this date before 5:00 p.m.

Scott Douglas Ora  
4735 Sepulveda Blvd., Apt. 460  
Sherman Oaks, CA 91403  
Tel: (818) 618-2572  
Email: [sdo007@aol.com](mailto:sdo007@aol.com)  
***Plaintiff in Pro Per***

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 11, 2022 at Covina, California.

  
ERIKA FACUNDO

# **EXHIBIT F**



Gordon Rees Scully Mansukhani, LLP  
633 West Fifth Street, 52nd floor  
Los Angeles, CA 90071

REID E. DAMMANN (SBN: 249031)  
rdammann@grsm.com  
VIOLAINE BRUNET (SBN: 305609)  
vbrunet@grsm.com  
GORDON REES SCULLY MANSUKHANI, LLP  
633 West Fifth Street, 52<sup>nd</sup> floor  
Los Angeles, CA 90071  
Telephone: (213) 576-5000  
Facsimile: (213) 680-4470

Attorneys for Defendant  
HOLLYWOOD CHAMBER OF COMMERCE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

SCOTT DOUGLAS ORA, individually, and  
in his derivative capacity as trustee of the  
Leo Robin Trust, on behalf of the Leo Robin  
Trust

Plaintiff,

v.

HOLLYWOOD CHAMBER OF  
COMMERCE, HOLLYWOOD  
CHAMBER'S BOARD OF DIRECTORS,  
HOLLYWOOD WALK OF FAME, WALK  
OF FAME COMMITTEE; and DOES 1  
through 100 Inclusive.

Defendants.

) CASE NO. 21STCV23999

)  
) **REPLY IN SUPPORT OF**  
) **DEFENDANT'S MOTION FOR**  
) **SANCTIONS AGAINST PLAINTIFF**  
) **[CODE CIV. PROC. §§ 128.5/128.7]**

) Reservation No.: 931559711846

) Date: June 6, 2022

) Time: 9:30 a.m.

) Dept.: 58

) Judge: Hon. Judge Bruce G. Iwasaki

) Complaint Filed: June 29, 2021

) First Amended Complaint: March 17,  
2022

**I. INTRODUCTION**

Plaintiff's opposition brief fails to demonstrate why Plaintiff and his actions should not be subject to sanctions pursuant to California Code of Civil Procedure §§ 128.5 and 128.7, on the grounds that he presented to this Court a frivolous, bad faith First Amended Complaint ("FAC") against Defendant HOLLYWOOD CHAMBER OF COMMERCE ("the Chamber" or "Defendant"), asserting claims that are totally and completely without merit, and which do not have evidentiary support.

Pursuant to Sections 128.5(f)(1)(B), and (D) and 128.7(c)(1) of the California Code of Civil Procedure, on April 19, 2022, counsel for the Chamber sent a letter to Plaintiff outlining the Chamber's position regarding Plaintiff's FAC and its intention to seek sanctions. However, despite having (1) the opportunity to think thoroughly about his position and the FAC for more than month, and (2) knowledge of the Court's Order dated February 16, 2022 dismissing the Complaint, Plaintiff chose to not voluntarily withdraw and/or amend the FAC. Further, Plaintiff did not respond to the Chamber's April 19, 2022 letter nor did he try to contract counsel for the Chamber to discuss any possible amendments to the FAC. Therefore, Plaintiff consciously made his choice to file a frivolous and meritless FAC against the Chamber. See Exhibit 1 attached to Declaration of Violaine Brunet In Support of Defendant Hollywood Chamber Of Commerce's Motion for Sanctions against Plaintiff [California Code Civil Procedure 128.5/128.7] ("Brunet Decl.").

Lastly, despite having been informed that the attorney of record Reid E. Dammann had not been served, Plaintiff refused to serve the filings on the Chamber. Therefore, throughout this action, counsel for the Chamber had to review the Court's docket and download the relevant documents from the Court's website. See Exhibit 2 of Brunet Decl.

Accordingly, this Court should award sanctions to the Chamber in the amount of its attorneys' fees and costs in the amount of **\$16,134.00**.

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**A. The Court Should Disregard Plaintiff’s Disingenuous Justifications For Why He Filed a First Amended Complaint.**

**1. Plaintiff Fails to Justify Filing His First Amended Complaint for (1) Breach of Contract, (2) Negligence and (3) Permanent Injunctive Relief to Install the Star on the Hollywood Walk of Fame Awarded to Lyricist Leo Robin More Than 31 Years Ago.”**

Plaintiff’s First Amended Complaint contained the identical causes of actions and allegations raised in Plaintiff’s Complaint, as shown by the title of each pleading – (1) “Plaintiff Scott Ora’s Verified Complaint **for Breach of Contract, Negligence and Permanent Injunctive Relief to Install the Star on the Hollywood Walk of Fame Awarded to Lyricist Leo Robin More Than 31 Years Ago** (“Plaintiff’s Complaint”) (emphasis added), and (2) Plaintiff Scott Ora’s Verified First Amended Complaint **for Breach of Contract, Negligence and Permanent Injunctive Relief to Install the Star on the Hollywood Walk of Fame Awarded to Lyricist Leo Robin More Than 31 Years Ago** (“Plaintiff’s First Amended Complaint”) (emphasis added). Plaintiff had not cured any defects in Plaintiff’s FAC as they cannot be cured.

**1) Breach of Contract – the First Amended Complaint (“FAC”) Has Not Sufficiently Pled the Existence of a Contract.**

In the Court’s Order dated February 16, 2022 (“Ruling”), the Court affirmed that no contract was ever formed between Mrs. Robin and Mr. Hope (“the Sponsors”) and the Chamber. Indeed, it stated that “as Defendants point out, **no contract was formed** on the sending of the 1990 letter, but rather at most an offer was made. As Plaintiff did not schedule a ceremony within 5 years or pay the fee, as the “offer” required, Plaintiff never accepted the offer and **no contract was ever formed.**” (emphasis added). However, in Plaintiff’s First Amended Complaint<sup>1</sup>, Plaintiff reiterated the same arguments, and allegations to support his conclusory statement that a contract existed between the two parties.

In its May 18, 2022 Ruling on the Chamber’s Demurrer to Plaintiff’s First Amended Complaint, the Court once again pointed out that Plaintiff had still not cured the defect – Plaintiff

<sup>1</sup> Pages 21-24 of Plaintiff’s FAC.

1 did not sufficiently pled the existence of a contract<sup>2</sup>. Indeed, the Court stated that “[s]ince the  
2 Court finds that the acceptance letter constituted an offer to the Sponsors, the FAC fails to  
3 indicate that there was acceptance by the Sponsors. (Civ. Code § 1585.) **Thus, the FAC has not**  
4 **sufficiently pled the existence of a contract.**” (emphasis added).

5 And, contrary to what Plaintiff alleges in his Opposition<sup>3</sup>, the Court has never made any  
6 concession or statement to the effect that there was “a contract [between the parties] which  
7 means that the Plaintiff was successful in demonstrating that the Robin contract was formed  
8 between the Hollywood Chamber and Mrs. Robin and Bob Hope.” Plaintiff’s allegation is false  
9 and clearly shows bad faith, which warrants the granting of the Chamber’s Motion for Sanctions.

## 10 2) Negligence

11 Once again, in its May 18, 2022 Ruling, the Court stated that “Plaintiff did not amend his  
12 complaint to address the Court’s prior concerns” regarding his negligence claim. Indeed, as the  
13 Court pointed out:

14 **Plaintiff has still not shown the existence of a contract** and even if he  
15 has, there are insufficient facts to demonstrate performance of the  
16 conditions precedent. That is, **there is no duty, because there was no**  
17 **contract.** Plaintiff’s declaration under Code of Civil Procedure section  
18 377.30 that the cause of action survives his grandmother does not assist  
19 him when no contract existed between the Sponsors and the Chamber.”  
(emphasis added)

20 “[B]ecause Plaintiff has not alleged that Defendant violated a duty that  
21 arose separate from the alleged contract, **the cause of action for**  
22 **negligence has not been sufficiently pled.** (emphasis added).

## 23 3) Permanent Injunctive Relief to Install the Star on the Hollywood Walk of 24 Fame Awarded to Lyricist Leo Robin More Than 31 Years Ago

25 In his Opposition<sup>4</sup>, Plaintiff states that “[t]he [p]rimary [p]urpose of the First Amended  
26 Complaint was for the Hollywood Chamber to [i]nstall the [s]tar on the Walk of Fame awarded  
27 to [R]obin.” However, Plaintiff did request the same type of remedy – injunctive relief – for the  
28 same cause of action, breach of contract in its Complaint<sup>5</sup>. See also Plaintiff’s First Amended

<sup>2</sup> See also page 6, ll.17-24 of Plaintiff’s Opposition to Defendant Hollywood Chamber of Commerce’s Motion for Sanctions Against Plaintiff (“Plaintiff’s Opposition”).

<sup>3</sup> Page 6, ll.22-24 of Plaintiff’s Opposition.

<sup>4</sup> Page 7, ll. 18-19 of Plaintiff’s Opposition.

<sup>5</sup> Pages 31-32, ll.5-22 of Plaintiff’s FAC.

Complaint<sup>6</sup>. Plaintiff did not cure the defect, as requested by the Court in its February 16, 2022 Ruling. In this Ruling, the Court stated the following:

Plaintiffs also allege a third cause of action titled ‘permanent injunctive relief’. (Complaint, p. 31-32.) However, Plaintiffs describe this cause of action as arising from Defendant “failing to fulfill its obligation in accordance with the agreement”. (Complaint, p. 31.) **Thus, this “cause of action” is actually a request for a type of remedy (injunctive relief) for the alleged breach of contract. As there does not appear to have been a contract, there is no legal theory by which Plaintiffs may obtain injunctive relief.** (emphasis added).

**B. Defendant Is Entitled to Sanctions Under California Code of Civil Procedure Section 128.5 and 128.7.**

Plaintiff’s Opposition fails to demonstrate with factual or applicable legal analysis why his actions do not warrant sanctions on the grounds of that the claims raised in his FAC are totally and completely without merit, and do not have evidentiary support. As shown in this Motion for Sanctions, Plaintiff has not cured any defects pointed by the Court in its February 16, 2022 Ruling. Any conduct in the course of litigation (other than in the course of discovery) may be sanctionable if the court finds it “frivolous.” (Code Civ. Proc., § 128.5(a); *Ellis v. Roshei Corp.* (1983) 143 Cal.App.3d 642, 649.) Plaintiff’s actions show nothing more than the intent to harass and force Defendant to incur needless costs of litigation for a breach of contract claim that is not warranted by existing law. Despite the February 16, 2022 Ruling sustaining the Chamber’s Demurrer and May 18, 2022 Ruling sustaining the Chamber’s Demurrer Without Leave to Amend, Plaintiff still argues that his “allegations and [o]ther [f]actual [c]ontentions have [e]videntiary [s]upport” and that his “[c]laims and [o]ther [l]egal [a]rguments . . . are [w]arranted by [e]xisting [l]aw” in his Opposition<sup>7</sup>. Under these circumstances, sanctions are warranted, in the amount of its costs and attorneys’ fees incurred in responding to Plaintiff Ora’s lawsuit, i.e., at least **\$16,134.00**, pursuant to Code Civ. Proc. §128.5 and/or §128.7.

**I. CONCLUSION**

Based on the foregoing, the Chamber respectfully requests that this Court grant the

<sup>6</sup> Pages 33 and 34, ll.18-2 of Plaintiff’s FAC.


<sup>7</sup> Pages 9 and 10 of Plaintiff’s Opposition.

1 Chamber an award of sanctions against Plaintiff Ora, pursuant to Code Civ. Proc. §128.5 and/or  
2 §128.7 in the amount of its costs and attorneys' fees incurred in the amount of **\$16,134.00**.

3 Dated: May 27, 2022

GORDON REES SCULLY MANSUKHANI,  
LLP

By:

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7 Reid E. Dammann  
Violaine Brunet  
8 HOLLYWOOD CHAMBER OF  
COMMERCE  
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Gordon Rees Scully Mansukhani, LLP  
633 West Fifth Street, 52nd floor  
Los Angeles, CA 90071

**PROOF OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: Gordon Rees Scully Mansukhani, LLP 633 West Fifth Street, 52nd Floor, Los Angeles, CA 90071. On May 27, 2022, I served the within documents:

**REPLY IN SUPPORT OF DEFENDANT'S MOTION FOR SANCTIONS AGAINST PLAINTIFF [CODE CIV. PROC. §§ 128.5/128.7]**

<input type="checkbox"/>	<b>By Personal Delivery:</b> By personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
<input type="checkbox"/>	<b>By U.S. Mail:</b> By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in United States mail in the State of California at Los Angeles, addressed as set forth below.
<input type="checkbox"/>	<b>By Overnight Delivery:</b> By placing a true copy thereof enclosed in a sealed envelope, at a station designated for collection and processing of envelopes and packages for overnight delivery by FedEx as part of the ordinary business practices of Gordon & Rees LLP described below, addressed as follows:
<input checked="" type="checkbox"/>	<b>By Email:</b> By transmitting via Email the document(s) listed above to the email address(es) set forth below on this date before 5:00 p.m.

Scott Douglas Ora  
4735 Sepulveda Blvd., Apt. 460  
Sherman Oaks, CA 91403  
Tel: (818) 618-2572  
Email: [sdo007@aol.com](mailto:sdo007@aol.com)  
**Plaintiff in Pro Per**

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 27, 2022 at Los Angeles, California.

  
ERIKA FACUNDO

# **EXHIBIT G**



## ONLINE SERVICES

## Tentative Rulings

## DEPARTMENT 58 LAW AND MOTION RULINGS

**Case Number:** 21STCV23999 **Hearing Date:** June 6, 2022 **Dept:** 58

JUDGE BRUCE G. IWASAKI

## DEPARTMENT 58

**Hearing Date:** June 6, 2022

**Case Name:** Scott Douglas Ora v. Hollywood Chamber of Commerce, et al.

**Case No.:** 21STCV23999

**Matter:** Motion for Sanctions under CCP 128.5 and 128.7

**Calendar No:** 11

**Moving Party:** Defendant Hollywood Chamber of Commerce

**Responding Party:** Plaintiff Scott Douglas Ora

**Tentative Ruling:** The motion for sanctions is denied.

**Background**

Plaintiff Scott Douglas Ora filed a complaint against the Hollywood Chamber of Commerce (Defendant or Chamber), Hollywood Chamber's Board of Directors, the Hollywood Walk of Fame, and the Walk of Fame Committee alleging breach of contract and negligence.

The lawsuit concerns the award of a posthumous star on the Hollywood Walk of Fame that was allegedly offered to Plaintiff's grandfather. On February 22, 2022, the Court sustained a demurrer by Defendant as to all causes of action. Plaintiff then filed the First Amended Complaint and Defendant again demurred. On May 17, 2022, the Court sustained the demurrer without leave and dismissed the case in its entirety.

On May 11, Defendant Chamber moved for sanctions against Plaintiff under Code of Civil Procedure sections 128.5 and 128.7. Defendant contends that Plaintiff's amended complaint after the first demurrer was presented for an improper purpose, not warranted by existing law, and without merit. Defendant primarily relies on the same arguments in its demurrer for these

contentions and requests \$16,134 in fees. Defendant reportedly served the motion on Plaintiff via e-mail on April 19 and via U.S. mail on April 29, 2022.

Plaintiff opposes the motion for sanctions. He argues that sanctions are discretionary and that his complaint has merit. Plaintiff references various events in support of this argument. For example, he notes that Judge Doyle previously complimented the Complaint. Plaintiff also assumes that the Court's hypothetical statement of the existence of a contract is a "concession that there is indeed a contract which means that the Plaintiff was successful in demonstrating that the Robin [star] Contract was formed between the Hollywood Chamber and Mrs. Robin and Bob Hope."

He contends that Defendant did not exercise due diligence prior to seeking sanctions and that his "zealous advocacy" should not be misconstrued as improper. Finally, Plaintiff counters that Defendant should be subject to sanctions under Code of Civil Procedure section 128.7, subdivision (h).

Defendant replied, reiterating that Plaintiff's First Amended Complaint was substantially similar to his first Complaint and that counsel previously e-mailed a letter to Plaintiff on April 19, 2022, notifying him of her intentions to seek sanctions.

## Legal Standard

### *Safe harbor provisions*

If the alleged sanctionable conduct is the filing and service of a complaint, both Code of Civil Procedure sections 128.5 and 128.7 have a safe harbor provision, which requires that the moving party serve the motion on the sanctionable party at least 21-days before it is filed with the Court. (Code Civ. Proc., §§ 128.5, subd. (f)(1)(B); 128.7, subd. (c)(1).) This affords the party an opportunity to cure the improper pleading. (*Ibid*; see *Li v. Majestic Industry Hills LLC* (2009) 177 Cal.App.4th 585, 591 ["By mandating a 21-day safe harbor period to allow correction or withdrawal of an offending document, section 128.7 is designed to be remedial, not punitive."].)

The 21-day "safe harbor" provision is strictly enforced. "Substantial compliance" is insufficient. (See *Cromwell v. Cummings* (1998) 65 Cal.App.4th Supp.10, 15 ["Correspondence to opposing counsel which threatens sanctions of an unknown nature at an unspecified time against unidentified persons, and which lacks citation to controlling authority, does not fulfill these statutory purposes."].)

The motion provided to the opposing party must be the same as the motion that is filed with the court. (*Hart v. Avetoom* (2002) 95 Cal.App.4th 410, 414.) The notice served must contain a hearing date and must comply with all the requirements of Code of Civil Procedure section 1010, including the time and place of the motion hearing. (Code Civ. Proc., §§ 128.5, subd. (f)(1)(B); 128.7, subd. (c)(1); *Galleria Plus, Inc. v. Hanmi Bank* (2009) 179 Cal.App.4th 535, 538 [document served stating sanctions motion would be filed "on or after" specified date did not provide notice of hearing date and did not satisfy "safe harbor" requirement.].)

### *Sanctions under Code of Civil Procedure section 128.5*

A court may order a party to pay the reasonable expenses, including attorney's fees, "incurred by another party as a result of actions or tactics, made in bad faith, that are frivolous or solely intended to cause unnecessary delay." (Code Civ. Proc., § 128.5, subd. (a).) Frivolous means "totally and completely without merit or for the sole purpose of harassing an opposing party." (Code Civ. Proc., § 128.5, subd. (b)(2).)

Bad faith is “ ‘generally implying or involving actual or constructive fraud, or a design to mislead or deceive another, or a neglect or refusal to fulfill some duty or contractual obligation, not prompted by an honest mistake..., but by some interested or sinister motive[.]...not simply bad judgment or negligence, but rather...the conscious doing of a wrong because of dishonest purpose or moral obliquity;...It contemplates a state of mind affirmatively operating with furtive design or ill will.’ ” (*Pugh v. See’s Candies* (1988) 203 Cal.App.3d 743, 764.)

The standard under section 128.5 is subjective bad faith. (*In re Marriage of Sahafzadeh-Taeb & Taeb* (2019) 39 Cal.App.5th 124, 135 [“finding that the legislative history and amendments to section 128.5 requires a “subjective bad faith standard.”].) Sanctions should be awarded only in the clearest of cases, to penalize the most egregious misconduct. (*Optical Surplus, Inc. v. Superior Court* (1991) 228 Cal.App.3d 776, 784-785.)

#### *Sanctions under Code of Civil Procedure section 128.7*

Sanctions under section 128.7 is more limited and, like its rule 11 counterpart in the Federal Rules of Civil Procedure, “should be utilized only in ‘the rare and exceptional case where the action is clearly frivolous, legally unreasonable or without legal foundation, or brought for an improper purpose.’ ” (*Kumar v. Ramsey* (2021) 71 Cal.App.5th 1110, 1120-1121.) “Because our adversary system requires that attorneys and litigants be provided substantial breathing room to develop and assert factual and legal arguments, [section 128.7] sanctions should not be routinely or easily awarded even for a claim that is arguably frivolous.” (*Peake v. Underwood* (2014) 227 Cal.App.4th 428, 448 [“[Section 128.7] sanctions should be ‘made with restraint.’ ”].) Thus, the fact that a plaintiff fails to successfully defend against a demurrer or summary judgment alone is insufficient to support sanctions. (*Ibid.*)

An attorney, or party in pro per, must sign every pleading before presenting it to the Court. (Code Civ. Proc., § 128.7, subd. (a).) By signing, that person makes implied certifications that (1) the paper is “not being presented primarily for an improper purpose, such as to harass or to cause unnecessary delay or needless increases in the costs of litigation; (2) The claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument...; (3) The allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; [and] (4) The denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.” (Code Civ. Proc., § 128.7, subds. (b)(1)-(4).) The certification is required to be made “to the best of the [signer’s] knowledge, information, and belief, formed after an inquiry reasonable under the circumstances.” (Code Civ. Proc., § 128.7, subd. (b).)

The moving party has the burden of proving that the opposing party’s action or tactic was totally and completely without merit. “A court has broad discretion to impose sanctions if the moving party satisfies the elements of the sanctions statute.” (*Peake v. Underwood, supra*, 227 Cal.App.4th at p. 441.) The movant must show the party’s conduct in asserting the claim was objectively unreasonable. (*Id.* at p. 440.) A claim is objectively unreasonable if “ ‘any reasonable attorney would agree that [it] is totally and completely without merit.’ ” (*Ibid.*)

In evaluating whether an inquiry is reasonable, the court considers factors such as how much time the party investigated the issue, complexity of the factual issues, the size of the threatened liability, and whether the opposing party controls the relevant facts. (Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2021) ¶ 9:1163.)

## Discussion

Defendant's counsel, Ms. Brunet, averred that she served a copy of the motion on two separate dates. She stated that she served the motion via U.S. mail on April 29, 2022. (Brunet Decl., May 11, 2022, ¶ 4.) Ms. Brunet also stated that she e-mailed a letter to Plaintiff on April 19, 2022. (Brunet Decl., May 27, 2022, ¶ 2.) If April 29, 2022 was the date that Defendant served Plaintiff with the notice, this does not comply with the 21-day safe harbor provision because the motion was filed with the Court on May 11, 2022.

If Defendant contends that the April 19, 2022 letter begins the safe harbor provision, the Court finds that this too is insufficient. On that date, counsel reportedly sent an e-mail to Plaintiff, warning him that if he did not withdraw his First Amended Complaint, Defendant would file a motion for sanctions "after the expiration of the 21-day period." (Brunet Decl., May 27, 2022, ¶ 2, Ex. 1.) The letter does not state the amount of sanctions, merely providing a blank space: that Defendant seeks "at least \_\_\_\_." Nor does the letter contain a specified hearing date. (*Galleria Plus, Inc. v. Hanmi Bank, supra*, 179 Cal.App.4th at p. 538.) While the letter indicates that the motion is enclosed, Defendant failed to provide any attachments for the Court to meaningfully review whether the enclosures were the actual papers served on the Court.

Based on the provided letter, the Court finds that the e-mail notice is at best an informal notice, which is insufficient to comply with the safe harbor provisions. (*Barnes v. Department of Corrections*, (1999) 74 Cal.App.4th 126, 136 ["a formal noticed motion is necessary to comply with the statute...[an] informal notice of an intent to seek sanctions in the future cannot serve as a substitute to the requirements set forth in section 128.7 for a formal noticed motion."].)

Furthermore, there is no proof of service of the notice of motion in this case. Defendant's counsel's declaration does not indicate whether the same papers that were served on Plaintiff are the same as those filed with the Court. (*CPF Vaseo Associates, LLC v. Gray*, (2018) 29 Cal.App.5th 997, 1007.) The Court cannot conclude that Defendant properly complied with the safe harbor provisions of sections 128.5 and 128.7 and denies the request for sanctions.

Apart from the procedural defects in Defendant's motion, the Court finds that Plaintiff's two complaints do not rise to the level of "bad faith" and frivolous nature that sections 128.5 and 128.7 are intended to address. Plaintiff's claim was insufficiently thought through and unwisely pursued. It was close to frivolous, but not quite.

Defendant has the burden to show that the pleadings were "totally and completely without merit." (*Kumar v. Ramsey, supra*, 71 Cal.App.5th 1110, 1126 ["the evidentiary burden to escape sanctions under section 128.7 is light."].) While Plaintiff's status as a pro per litigant does not weigh on any determination of merits, the Court does not find that the complaints were made in bad faith, but rather appears to reflect Plaintiff's lack of legal and procedural sophistication.

Defendant's reliance on *Wilhelm v. Pray, Price, Williams & Russell* (1986) 186 Cal.App.3d 1324, 1334 is misplaced. Notwithstanding the fact that section 128.5 has since been amended to include a 21-day safe harbor provision, the trial court in that case previously sustained three demurrers, resulting in a third amended complaint that contained only superficial amendments.<sup>[1]</sup> Here, Plaintiff has only amended his complaint once, in response to the first demurrer being sustained with leave to amend.

Defendant's motion does not separate out the alleged conduct between sections 128.5 and 128.7 and treats the statutes the same. Counsel has not otherwise provided any evidence that Plaintiff has engaged in bad-faith tactics to delay proceedings; moreover, the Court has already granted Defendant's request for nonmonetary sanctions by dismissing the case. While Defendant's second demurrer was sustained without leave, the Court does not find the existence of bad faith merely because Plaintiff did not substantially modify his complaint, nor does this create a presumption that sanctions are warranted. A single demurrer to the initial complaint which was sustained with leave to amend does not necessarily warrant imposition of sanctions. The motion for monetary sanctions is denied.

Plaintiff's counter-request for sanctions is denied because a separate request and motion were not made. (Code Civ. Proc., § 128.7, subd. (c)(1).)

[1] Defendant relies on *San Diegans for Open Government v. City of San Diego* (2016) 247 Cal.App.4th 1306 for the proposition that the "objective standard that applies to a motion under Section 128.5 likewise applies to Section 128.7 sanctions." That case has since been overruled through legislative amendments to section 128.5. (*In re Marriage of Sahafzadeh-Taeb & Taeb* (2019) 39 Cal.App.5th 124, 128 ["We publish this opinion to make explicit that no vestige remains of the holdings in [*San Diegans for Open Government*] concerning the requirements of section 128.5."].)

# **EXHIBIT H**

**From:** sdo007@aol.com,

**To:** rdammann@grsm.com, vbrunet@grsm.com,

**Subject:** Scott Douglas Ora vs Hollywood Chamber Of Commerce, Et al. Case No. 21STCV23999 -- Notice of Ex Parte Application

**Date:** Tue, Jun 7, 2022 9:28 am

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Good morning Mr. Dammann Reid and Ms. Brunet Violaine:

Please take notice that the Plaintiff will be appearing ex parte on Wednesday, June 8, 2022 at 8:30 a.m. before the Honorable Bruce G. Iwasaki in Department 58 in Los Angeles Superior Court, Central Division, located at 111 North Hill Street, Los Angeles, California, Room 516, 5th Floor. Plaintiff will be requesting for the Court to Grant Reconsideration of the Ruling made on May 17, 2022 that sustained the Defendants' demurrer without leave to amend. Plaintiff seeks modification to the order to allow Plaintiff with leave to amend.

Please take further notice that, pursuant to California Rules of Court, rule 3.670(h)(3)(B), Plaintiff intends to appear for the ex parte by telephone.

A copy of the ex parte application will follow shortly.

Kindest regards,

Scott D. Ora