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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BRETT LAUTER,)	Case No. CV 15-08481 DDP (KSx)
)	
Plaintiff,)	
)	
v.)	ORDER RE: DEFENDANT MICHAEL
)	ROSENBLATT'S MOTION TO DISMISS
MICHAEL ROSENBLATT; ECHO)	THE THIRD AMENDED COMPLAINT
BRIDGE ENTERTAINMENT, LLC;)	
PLATINUM DISC. LLC; ECHO)	
BRIDGE HOME ENTERTAINMENT;,)	[Dkt 191]
)	
Defendants.)	
)	

Presently before the Court is Defendant Michael Rosenblatt ("Rosenblatt")'s Motion to Dismiss the Third Amended Complaint ("TAC"). Having considered the submissions of the parties, the court grants the motion in part, denies the motion in part, and adopts the following Order.

I. Background

As set forth in this Court's prior Order, Plaintiff Brett Lauter ("Lauter") is the sole proprietor of Pan Global

1 Entertainment ("PGE"). Plaintiff acquires distribution rights to
2 movies and other media and licenses those rights to other
3 distributors, such as tv channels, video on demand services,
4 websites, and DVD distributors. Plaintiff alleges that Defendant
5 Rosenblatt is the founder, Chairman, CEO, President, managing
6 partner, member, and majority shareholder of Defendant Echo Bridge
7 Entertainment ("EBE") and related entities.

8 On June 15, 2011, Plaintiff and EBE entered into a "Multi
9 Picture Deal/Acquisition of Digital Rights" Agreement ("the
10 Agreement") with respect to ten films. The Agreement granted EBE a
11 digital distribution license for the ten films in exchange for
12 royalty payments to Lauter. Plaintiff alleges that EBE breached
13 the Agreement by packaging free digital copies of the films
14 together with DVD copies of the same film and other films that
15 Lauter did not own, and by failing to pay royalties owed to
16 Lauter.¹

17 Lauter obtained a default judgment against EBE in state court
18 for the unpaid royalties. Lauter attempted to contact EBE
19 regarding subsequent alleged breaches of the Agreement, but
20 received no response. Lauter concluded that, as a result of EBE's
21 silence, continued breach, and perceived insolvency, the Agreement
22 terminated in February 2014. Nevertheless, Lauter alleges, EBE and
23 associated entities continue to distribute the films.

24 After the initial filing of this lawsuit, Lauter alleges, EBE
25 shut down its office and disconnected all phone and e-mail
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27 ¹ As discussed further below, Plaintiff's TAC asserts all
28 causes of action against all Defendants, including Rosenblatt.

1 accounts. Sometime later, Defendant BHCIF, one of EBE's lenders,
2 foreclosed upon EBE's assets to satisfy a debt of \$37 million.
3 Lauter alleges that EBE had assets sufficient to cover its debts,
4 but that BHCIF, an alleged insider, nevertheless obtained EBE's
5 assets for only \$15 million in canceled debt.

6 Soon after, BHCIF transferred some of EBE's former assets to
7 another entity, Defendant Echo Bridge Acquisition Corporation
8 ("EBAC"). Within three months, EBAC had obtained all of EBE's
9 former assets. Lauter alleges that BHCIF and EBAC were not good
10 faith transferees of EBE's assets, but rather are EBE's successors.
11 Lauter further alleges that EBAC now distributes some of Lauter's
12 films in violation of his exclusive distribution rights.

13 Lauter's Second Amended Complaint ("SAC") asserted claims
14 against EBE, EBAC, and BHCIF entities for (1) Breach of Contract,
15 (2) Equitable Accounting, (3) Rescission of Contract, (4) Relief
16 from Transfer under the Uniform Voidable Transaction Act (UVTA),
17 (5) Interference with Prospective Economic Advantage, (6) Copyright
18 Infringement, including contributory and vicarious infringement,
19 (7) Unfair Competition in violation of California Business &
20 Professions Code § 17200, and (8) unfair competition in violation
21 of 15 U.S.C. §1125 (a) [Lanham Act § 43 (a)]. The SAC alleged the
22 latter four claims against Defendant Rosenblatt in his individual
23 capacity as well.

24 On motions to dismiss brought by EBAC and Rosenblatt, this
25 Court dismissed certain claims against EBAC and all claims against
26 Rosenblatt. The court granted Plaintiff leave to amend, but
27 limited that leave to the scope laid out in the order of dismissal.

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1 Plaintiff then filed the operative Third Amended Complaint. The
2 TAC alleges six causes of action for (1) Breach of Contract, (2)
3 Equitable Accounting, (3) Rescission of Contract, (4) UVTA claims,
4 (5) copyright infringement, including contributory and vicarious
5 infringement, and (6) unfair competition in violation of California
6 Business & Professions Code Section 17200. Unlike the SAC, all
7 causes of action are alleged against all Defendants, including
8 Rosenblatt. Rosenblatt now moves to dismiss all claims against
9 him.

10 **ii. Legal Standard**

11 A complaint will survive a motion to dismiss when it contains
12 "sufficient factual matter, accepted as true, to state a claim to
13 relief that is plausible on its face." Ashcroft v. Iqbal, 556 U.S.
14 662, 678 (2009) (quoting Bell Atl. Corp. v. Twombly, 550 U.S. 544,
15 570 (2007)). When considering a Rule 12(b)(6) motion, a court must
16 "accept as true all allegations of material fact and must construe
17 those facts in the light most favorable to the plaintiff." Resnick
18 v. Hayes, 213 F.3d 443, 447 (9th Cir. 2000). Although a complaint
19 need not include "detailed factual allegations," it must offer
20 "more than an unadorned, the-defendant-unlawfully-harmed-me
21 accusation." Iqbal, 556 U.S. at 678. Conclusory allegations or
22 allegations that are no more than a statement of a legal conclusion
23 "are not entitled to the assumption of truth." Id. at 679. In
24 other words, a pleading that merely offers "labels and
25 conclusions," a "formulaic recitation of the elements," or "naked
26 assertions" will not be sufficient to state a claim upon which

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1 relief can be granted. Id. at 678 (citations and internal
2 quotation marks omitted).

3 "When there are well-pleaded factual allegations, a court
4 should assume their veracity and then determine whether they
5 plausibly give rise to an entitlement of relief." Id. at 679.
6 Plaintiffs must allege "plausible grounds to infer" that their
7 claims rise "above the speculative level." Twombly, 550 U.S. at
8 555. "Determining whether a complaint states a plausible claim for
9 relief" is a "context-specific task that requires the reviewing
10 court to draw on its judicial experience and common sense." Iqbal,
11 556 U.S. at 679.

12 **III. Discussion**

13 **A. New Causes of Action against Rosenblatt**

14 Rosenblatt argues that the first four causes of action against
15 him should be dismissed because they were not alleged against him
16 in the Second Amended Complaint. Thus, Rosenblatt contends, the
17 Third Amended Complaint's addition of these new causes of action
18 against him exceeds the scope of this Court's leave to amend the
19 SAC. The court agrees.

20 This Court's prior Order explained, at length, the
21 deficiencies in certain of Plaintiff's allegations against EBAC and
22 the infirmities in all of his claims against Rosenblatt. (Dkt.
23 183.) The Order specifically observed in the first instance that
24 only some of the SAC's causes of action were alleged against
25 Rosenblatt individually. (Dkt. 183 at 18.) Although the court
26 granted Plaintiff leave to amend his complaint a third time, the
27 court limited that leave "to the scope described in this Order,"

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1 and specified that such limitation was applicable to amended claims
2 against Rosenblatt as well. (Dkt. 183 at 22 n. 11.)

3 Plaintiff suggests that the TAC does not allege any new claims
4 against Rosenblatt because the SAC alleged that EBE is Rosenblatt's
5 alter ego, and therefore any claims alleged against the corporation
6 in the SAC were also alleged against Rosenblatt individually.
7 (Opposition at 11.) That argument, however, is inconsistent with
8 the SAC itself. The first four causes of action in the SAC, in
9 contrast with the latter four, specifically name only the corporate
10 Defendants, while the latter four causes of action are alleged
11 against "All Defendants," including Rosenblatt. This differential
12 treatment is difficult to reconcile with Lauter's argument that the
13 alter ego allegations were themselves sufficient, or intended, to
14 name Rosenblatt in all of the SAC's causes of action. Furthermore,
15 apart from incorporated references to background facts, the SAC's
16 allegations regarding the first four causes of action make no
17 mention of Rosenblatt, any conduct by Rosenblatt, or any alter ego
18 theory. The latter four causes of action, in contrast, all
19 specifically mention Rosenblatt, his actions, and Plaintiff's alter
20 ego theory.

21 The Second Amended Complaint did not include causes of action
22 against Rosenblatt for breach of contract, accounting, rescission,
23 or voidable transactions. Thus, when the court dismissed all
24 claims against Rosenblatt, with leave to amend those claims, the
25 scope of the court's grant of leave to amend did not extend so far

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1 as to permit the filing of new claims against Rosenblatt.²
2 Accordingly, Rosenblatt's motion to dismiss claims one through four
3 against him is granted.

4 B. Copyright Infringement Claims

5 Plaintiff alleges his fifth cause of action, "Copyright
6 Infringement, Contributory Copyright Infringement & Vicarious
7 Copyright Infringement" against all Defendants, including
8 Rosenblatt. Plaintiff alleges that Rosenblatt is personally
9 liable, is liable as an alter ego of EBE, and is liable pursuant to
10 California Corporations Code Section 17707.07. The court addresses
11 each theory of liability in turn.

12 1. Section 17707.07

13 California Corporations Code Section 17707.07(a)(3) provides
14 that a cause of action against a dissolved limited liability
15 company may be enforced against members of the dissolved company to
16 the extent that company assets were distributed to the members upon
17 dissolution. Cal. Corp. Code § 17707.07(B); CB Richard Ellis, Inc.
18 v. Terra Nostra Consultants, 230 Cal. App. 4th 405, 412 (2014).

19 The TAC alleges that EBE "de facto" dissolved on June 16, 2015, and
20 that "contemporaneous" with that dissolution, Rosenblatt received a
21 distribution of funds from EBE entities. (TAC ¶¶ 106, 109.)
22 Rosenblatt argues that the allegation that he received a
23 distribution of funds is not plausible, and that this Court should
24 view it with "heightened scrutiny" because Lauter did not allege

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26 ² The court notes that Lauter's opposition to Rosenblatt's
27 motion to dismiss the SAC did not request leave to add any new
28 claims against Rosenblatt. (Dkt. 128.)

1 this fact in prior iterations of the TAC. (Reply at 5.) This
2 argument is not persuasive. First, the fact that Lauter may only
3 recently have discovered this potential basis for Rosenblatt's
4 liability has no bearing on the plausibility of Lauter's factual
5 allegations. Second, Lauter's allegation that Rosenblatt received
6 a distribution is not merely a formulaic recitation of a legal
7 element, but is supported by further factual allegations that
8 Rosenblatt was EBE's sole member. (FAC ¶ 106.) As such,
9 Rosenblatt might plausibly have received a distribution of EBE
10 assets upon EBE's de facto dissolution.

11 Rosenblatt also asserts that this court should not accept as
12 true Lauter's allegation that at all relevant times, Rosenblatt was
13 a member of EBE. (Reply at 5.) Rosenblatt bases this argument on
14 the fact that his own sworn declaration states that he resigned
15 from EBE effective June 1, 2015. (Mot. at 2; Dkt. 133-5.)
16 Although Rosenblatt implicitly acknowledges that a dispute of fact
17 would generally be irrelevant at the pleading stage, Rosenblatt
18 suggests that Lauter's allegation about Rosenblatt's membership in
19 EBE should nevertheless be rejected because the TAC itself refers
20 to and incorporates Rosenblatt's sworn declaration.

21 This argument also fails. First, it is not clear from the
22 face of the TAC that Rosenblatt had resigned as a member of EBAC by
23 the time of its alleged dissolution. Even accepting Rosenblatt's
24 declaration at face value, it states only that a Separation
25 Agreement with EBE "denoted [Rosenblatt's] effective resignation
26 date from EBE as June 1, 2015." (Dkt. 133-5 ¶ 3.) The scope of
27 that resignation, however, remains to be seen. Indeed, the TAC
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1 alleges that Rosenblatt only resigned as President and CEO, not as
2 a member. (TAC ¶ 106.) Second, no fair reading of the TAC could
3 suggest that Lauter alleges that the facts contained within
4 Rosenblatt's declaration are true. The TAC alleges, in the context
5 of alleging that Rosenblatt and EBE are alter egos, that Rosenblatt
6 concealed and misrepresented "the identity of the responsible
7 ownership, management and financial interest, or concealment of
8 personal business activities. Rosenblatt refuses to reveal the
9 manner of his alleged separation from EBE entities [Rosenblatt
10 Declaration, Document 133-5]" TAC ¶ 114-5 (internal
11 citation original). Thus, although Rosenblatt is correct that the
12 TAC refers to his declaration, it is clear in context that
13 Plaintiff disputes, rather than concedes, the veracity of
14 Rosenblatt's sworn statement. Whether Rosenblatt remained a member
15 of EBE at the time of its dissolution, and is therefore potentially
16 liable under Section 17707.07, is a question of fact that remains
17 to be answered.³

18 2. Individual Liability

19 As this Court explained when dismissing the claims against
20 Rosenblatt in the SAC, although corporate officers generally are
21 not personally liable for corporate acts, individuals "may become
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23 ³ Rosenblatt also argues that he cannot be liable under
24 Section 17707.07 because the statute only allows for the recovery
25 of distributed assets. (Mot. at 11-12.) Lauter, for his part,
26 does not dispute that his recovery would be limited to LLC assets.
27 (Opposition at 13.) See CB Richard Ellis, Inc., 230 Cal. App. 4th
28 at 414-15. Any limitations on the amount of Lauter's potential
recovery, however, do not appear pertinent to whether Rosenblatt
may be individually liable in the amount of the distributed company
assets.

1 liable if they directly authorize or actively participate in
2 wrongful or tortious conduct." Taylor-Rush v. Multitech Corp., 217
3 Cal. App. 3d 103, 113 (1990). This Court further explained that
4 allegations that Rosenblatt "was aware of" tortious conduct and
5 "had the right and ability to supervise" employees were not
6 sufficient to allege Rosenblatt's active participation in
7 infringing conduct. Unlike the SAC, however, the TAC now alleges
8 that Rosenblatt not only "had the right and ability" to supervise
9 specifically-named EBE employees who issued false royalty
10 statements, withheld royalties, and unlawfully distributed Lauter's
11 films, but also that Rosenblatt "intentionally induced and
12 encouraged direct infringement" and indeed "instructed" employees
13 to commit wrongful acts. (TAC ¶¶ 233-34.)

14 Rosenblatt argues that this theory of liability is
15 unsustainable because Plaintiff's new allegation that Rosenblatt
16 "instructed" employees to infringe is inconsistent with Lauter's
17 prior allegation in the SAC that Rosenblatt merely "had the right
18 and ability" to supervise employees. As an initial matter, it is
19 not clear whether an amended pleading's inconsistency with a prior
20 allegation is necessarily fatal to the former. See Royal Primo
21 Corp. v. Whitewater W. Indus., Ltd, No. 15-CV-04391-JCS, 2016 WL
22 1718196 at *3 (N.D. Cal. Apr. 29, 2016). Here, however, there is
23 no inconsistency between the allegations of the SAC and the TAC.
24 First, far from contradicting the SAC, the TAC makes an identical
25 allegation that Rosenblatt had that ability and right to supervise
26 EBE employees. The TAC's new allegation, that Rosenblatt directly
27 instructed employees to commit wrongful acts, does not conflict

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1 with that allegation. Indeed, absent the opportunity and authority
2 to direct employee activities, Rosenblatt could not possibly have
3 effectively instructed EBE employees to do anything. Contrary to
4 Rosenblatt's assertion, the allegations that Rosenblatt both had
5 the power to supervise employees and exercised that power is in no
6 way "paradoxical." (Reply at 13:13.)

7 3. Alter Ego

8 The TAC, like the SAC, alleges that Rosenblatt is an alter ego
9 of EBE. (TAC ¶¶ 114, 247). As this Court explained when dismissing
10 Lauter's prior claims against Rosenblatt, "[t]he alter ego doctrine
11 arises when a plaintiff comes into court claiming that an opposing
12 party is using the corporate form unjustly and in derogation of the
13 plaintiff's interests. In certain circumstances the court will
14 disregard the corporate entity and will hold the individual
15 shareholders liable for the actions of the corporation." Nielson
16 v. Union Bank of Cal., N.A., 290 F. Supp. 2d 1101, 1115 (C.D. Cal.
17 2003). The purpose of the alter ego doctrine is to avoid injustice
18 when there is an abuse of the corporate privilege. Id.

19 Only "exceptional circumstances" allow a court to disregard
20 the corporate form and find liability as to individuals. Leek v.
21 Cooper, 194 Cal. App. 4th 399, 411 (2011). A wide variety of
22 factors may be pertinent to the alter ego inquiry, depending on the
23 circumstances of the particular case. Assoc. Vendors, Inc. v.
24 Oakland Meat Co., 210 Cal. App. 2d 825, 838 (1962). These factors
25 include, but are not limited to, commingling of funds, unauthorized
26 diversion of corporate funds to other uses, failure to maintain
27 adequate corporate records, sole or family ownership of all of the

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1 stock in a corporation, failure to adequately capitalize a
2 corporation, use of a corporation as a conduit for the business of
3 an individual, disregard of legal formalities, and diversion of
4 assets from a corporation to a stockholder to the detriment of
5 creditors. Schwarzkopf, 626 F.3d at 1038; Zoran Corp. v. Chen, 185
6 Cal. App. 4th 799, 811-12 (2010); Assoc. Vendors, 210 Cal. App. 2d
7 at 838-39; but see Leek, 194 Cal. App. 4th at 415 (“An allegation
8 that a person owns all of the corporate stock and makes all of the
9 management decisions is insufficient to cause the court to
10 disregard the corporate entity.”). A plaintiff must allege facts
11 demonstrating both a unity of interest between the corporation and
12 its owner and that it would be unjust to treat the wrongful acts as
13 those of the corporation alone. Gerritsen v. Warner Bros. Entm't
14 Inc., 112 F. Supp. 3d 1011, 1042 (C.D. Cal. 2015).

15 Rosenblatt focuses primarily on the first of these factors,
16 arguing that Lauter has again failed to adequately allege a unity
17 of interest between the EBE entities and Rosenblatt himself.⁴
18 Lauter first alleges that EBE failed to maintain adequate corporate
19 records because certain annual reports filed in Massachusetts
20 contained false information. (TAC ¶ 114-1.) Although Rosenblatt
21 does not dispute that the reports are “corporate records” of a
22 sort, publicly filed reports are not the types of records pertinent
23 to an alter ego analysis. Rather, the analysis looks to whether a
24 corporation maintained internal documents and records, such as

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26 ⁴ Lauter’s Opposition is not particularly responsive to
27 Rosenblatt’s arguments, and largely sets forth disputes of fact
28 rather than address the adequacy of the TAC’s allegations. (Opp.
at 13-16.)

1 corporate minutes, typical of a functional and independent
2 corporation. See, e.g., Mid-Century Ins. Co. v. Gardner, 9 Cal.
3 App. 4th 1205, 1213, 11 Cal. Rptr. 2d 918, 922 (1992).

4 Plaintiff similarly alleges that EBE disregarded legal
5 formalities by filing improper paperwork with state entities and
6 failing to comply with state statutes regarding payment of
7 corporate debts. (TAC ¶ 114-6.) The "formalities" relevant to an
8 alter ego analysis, however, typically refer to internal corporate
9 processes, such holding board meetings, maintaining corporate
10 records, and issuing stock and dividends. See, e.g.,
11 Boeing Co. v. KB Yuzhnoye, No. CV1300730ABAJWX, 2016 WL 2851297, at
12 *27 (C.D. Cal. May 13, 2016); Willig v. Exiqon, Inc., No. SA CV
13 11-399 DOC RNB, 2012 WL 10375, at *10 (C.D. Cal. Jan. 3, 2012);
14 Lounge 22, LLC v. Am. Furniture Rentals, Inc., No.
15 CV0903330SJOVBKX, 2009 WL 10675495, at *3 (C.D. Cal. July 2, 2009).

16 Lauter also points to the fact that, in the early stages of
17 this litigation, Rosenblatt and EBE were both represented by the
18 same attorney. (TAC ¶ 114-2.) Given Rosenblatt's former role as
19 EBE's sole corporate officer, that fact is not illustrative of an
20 alter ego relationship, particularly in light of Rosenblatt's
21 subsequent retention of independent counsel.

22 Plaintiff does, however, allege some facts that give rise to
23 an inference of alter ego liability. Foremost, Lauter alleges, as
24 he did in the SAC, that EBE was undercapitalized. (TAC ¶¶ 114-3,
25 114-4.) This is a potentially "critical fact," if accompanied by
26 other indicators of an alter ego relationship. See Katzir's Floor
27 & Home Design, Inc. v. M-MLS.com, 394 F.3d 1143, 1149 (9th Cir.

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1 2004); Mid-Century Ins., 9 Cal. App. 4th at 1213. The TAC does
2 include such supporting allegations. Lauter alleges, for example,
3 that Rosenblatt was EBE's sole member and manager, and that any
4 resignation that took effect prior to EBE's dissolution pertained
5 only to Rosenblatt's corporate duties, not his membership. (TAC ¶
6 106.) Furthermore, unlike the SAC, the TAC alleges that Rosenblatt
7 used EBE as a vehicle for copyright infringement. (TAC ¶ 114-9.)
8 Although the SAC did not allege that Rosenblatt engaged in any non-
9 corporate acts, the TAC, as discussed above, does allege that
10 Rosenblatt personally directed EBE employees to engage in
11 infringing activities. (TAC ¶¶ 233-34.) The TAC further alleges
12 that when Lauter sued, EBE transferred its assets to other entities
13 and closed up shop, and that Rosenblatt's counsel "boasted to
14 Lauter that 'any judgment [he] would get against the EBE entities
15 would get in line with all other unsecured creditors.'" (TAC ¶¶
16 114-8, 114-9.)

17 Thus, although some of the TAC's allegations are not
18 reflective of an alter ego relationship between EBE and Rosenblatt,
19 on balance, Plaintiff has plausibly alleged the existence of such a
20 relationship and the inequitable result that would flow from
21 treating EBE's acts as the corporation's alone.

22 C. Copyright Act Preemption

23 Lastly, Rosenblatt argues that Lauter's Sixth Cause of Action
24 for unfair competition under California Business & Professions Code
25 Section 17200 is preempted by the Copyright Act. The Copyright Act
26 preempts rights under common law or state statutes that "are
27 equivalent to any of the exclusive rights within the general scope
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1 of copyright” 17 U.S.C. § 301(a). In conducting a
2 preemption analysis, the reviewing court must first determine
3 whether the subject matter of the arguably preempted claim falls
4 within the subject matter of copyright and, if so, determine
5 whether the rights asserted are equivalent to the copyright rights
6 set forth in 17 U.S.C. § 106. Lions Gate Entm't Inc. v. TD
7 Ameritrade Servs. Co., Inc., 170 F. Supp. 3d 1249, 1264 (C.D. Cal.
8 2016).

9 Here, Plaintiff’s unfair competition claim against Rosenblatt
10 centers on Rosenblatt’s alleged unauthorized distribution of
11 Lauter’s films and fabrication of royalty statements related
12 thereto. (TAC ¶¶ 259-60.) The subject matter of these allegations
13 falls within the subject matter of copyright and seeks to vindicate
14 the same rights. Although Lauter’s opposition argues that his
15 claims involve an “extra element” unrelated to copyright, those
16 “extra elements” pertain to breach of contract, voidable transfer,
17 and other causes of action against Rosenblatt that, for the reasons
18 discussed above, must be dismissed. Because Lauter’s unfair
19 business practices claim under California Business & Professions
20 Code Section 17200 is predicated upon other unlawful activity, and
21 his only remaining claim against Rosenblatt is the copyright claim,
22 the two claims are duplicative, and the former is preempted by the
23 Copyright Act.

24 **IV. Conclusion**

25 For the reasons stated above, Rosenblatt's Motion to Dismiss
26 is GRANTED in part and DENIED in part. Rosenblatt's motion is
27 granted with respect to Plaintiff's first four causes of action for
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1 (1) Breach of Contract, (2) Equitable Accounting, (3) Rescission
2 of Contract, and (4) Relief from Transfer under the Uniform
3 Voidable Transaction Act. Those claims against Rosenblatt are
4 DISMISSED. Rosenblatt's motion is also granted with respect to
5 Plaintiff's Sixth Cause of Action. Plaintiff's Sixth Cause of
6 Action against Rosenblatt for unfair competition is DISMISSED.
7 Rosenblatt's motion is DENIED with respect to Plaintiff's Fifth
8 Cause of Action.

9 No further amendment of the Third Amended Complaint shall be
10 permitted, absent leave of the court.

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13 IT IS SO ORDERED.

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16 Dated: August 10, 2018

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DEAN D. PREGERSON

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United States District Judge

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