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

11 VERA SEROVA, an individual, on behalf of  
12 herself and all others similarly situated,

13 Plaintiff,

14 vs.

15 SONY MUSIC ENTERTAINMENT, a  
16 Delaware general partnership; JOHN BRANCA,  
17 as Co-Executor of the Estate of Michael J.  
18 Jackson; EDWARD JOSEPH CASCIO, an  
19 individual; JAMES VICTOR PORTE, an  
20 individual; MJJ PRODUCTIONS, INC., a  
21 California Corporation; ANGELIKSON  
22 PRODUCTIONS LLC, a New York Jersey  
23 Limited Liability Company; and DOES 1  
24 through 50, inclusive,

25 Defendants.

cc  
**FILED**  
Superior Court of California  
County of Los Angeles

**MAR 07 2017**

Sherri R. Carter, Executive Officer/Clerk  
By Veronica Hillard Deputy  
Veronica Hillard

Case No. BC 548468

**PLAINTIFF VERA SEROVA'S  
OPPOSITION TO DEFENDANTS  
EDWARD JOSPEH CASCIO, JAMES  
VICTOR PORTE AND ANGELIKSON  
PRODUCTIONS, LLC'S MOTION FOR  
AWARD OF ATTORNEYS' FEES AND  
COSTS**

Case Assigned for All Purposes to  
Judge Ann I. Jones

Date: March 21, 2017  
Time: 9:00 a.m.  
Dept.: 308

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1 **I. INTRODUCTION**

2 Defendants Edward Joseph Cascio, James Victor Porte, and Angelikson Productions,  
3 LLC (collectively, the "Angelikson Defendants") may only be awarded their attorney's fees  
4 and costs if they are "prevailing defendants" under the anti-SLAPP statute. The Angelikson  
5 Defendants are not "prevailing defendants" because they failed to strike any of Plaintiff Vera  
6 Serova's ("Plaintiff") causes of action from her complaint. The only endeavor they  
7 succeeded in was excluding Defendant Cascio's statement on the Oprah Winfrey Show from  
8 Plaintiff's Consumer Legal Remedies Act ("CLRA") and California's Unfair Competition  
9 Law ("UCL") claims. They did not manage to strike the actual target of their anti-SLAPP  
10 motion: the UCL and CLRA claims themselves.

11 The operative complaint alleges that, in addition to Cascio's statements on the Oprah  
12 Winfrey Show, the Angelikson Defendants are liable for violations of the UCL and CLRA  
13 based on the misrepresentation they made to Sony Music Entertainment, John Branca, and  
14 MJJ Productions, Inc. (collectively, the "Jackson Defendants") that was repeated on the  
15 cover of the *Michael* album and in a video ad for the album. The complaint also contains  
16 unchallenged allegations of the Angelikson Defendants' secondary liability under the CLRA  
17 and UCL for conspiring with each other, aiding and abetting the Jackson Defendants, and  
18 furnishing the means to them for falsely advertising the *Michael* album. Those allegations  
19 survived the Angelikson Defendants' motion to strike. Thus, contrary to what Angelikson  
20 Defendants claim in their motion for fees and costs (Angelikson Defs.' Mot. at 1-2), the UCL  
21 and CLRA claims are still viable and pending against them.

22 The Angelikson Defendants' request for fees should be denied as the Angelikson  
23 Defendants cannot be said to have prevailed when they still face all of the same causes of  
24 action that they faced before bringing their motion to strike.

25 **II. RELEVANT FACTUAL BACKGROUND**

26 **A. The Operative Complaint**

27 On January 11, 2016, Plaintiff filed her First Amended Complaint ("FAC") alleging  
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1 violations of the CLRA and UCL against the Angelikson Defendants and the Jackson  
2 Defendants, and fraud against the Angelikson Defendants only. Plaintiff's claims are based  
3 on the defendants' misrepresentations that three songs recorded by a Michael Jackson sound-  
4 alike and released on Sony Music's *Michael* album (the "Cascio songs") were performed by  
5 Michael Jackson.

6 The misrepresentations, on which Plaintiff bases her claims against all defendants,  
7 including the Angelikson Defendants, include (1) a video ad for the *Michael* album, in which  
8 the narrator states "a brand new album from the greatest artist of all time", (2) the *Michael*  
9 album's back cover that states "This album contains 9 previously unreleased vocal tracks  
10 performed by Michael Jackson", (3) the album's title — *Michael*; and (4) artwork on the  
11 album cover that is composed primarily of images of Michael Jackson. FAC ¶27.

12 In support of her CLRA claim against the Angelikson Defendants, Plaintiff alleges:

13 Defendants Cascio, Porte, and Angelikson are subject to direct liability for this cause  
14 of action because they each performed actions proscribed under Civil Code section  
15 1770 in transactions intended to result and that resulted in the sale of goods to  
16 consumers. Defendants Cascio, Porte, and Angelikson are also liable for: (a)  
17 conspiring with one another to violate the CLRA; (b) furnishing the means for the  
18 accomplishment of the CLRA violations described above (by providing Sony and the  
19 Estate with "Breaking News," "Monster," and "Keep Your Head Up,"); (c) aiding  
20 and abetting the CLRA violations of one another and the other Defendants; (d) the  
21 CLRA violations of one another under agency, alter ego, and/or joint venture  
22 principles; and (e) false and misleading statements that were not made directly to  
23 Plaintiff and Class members, but which were made to a third person with the intent  
24 and expectation that the substance of the misrepresentation would be communicated  
25 to Plaintiff and Class members and would influence their conduct in the transactions  
26 at issue.

27 FAC ¶50.

28 Plaintiff asserts the same allegations of direct and secondary liability of the Angelikson  
Defendants under her UCL claim. FAC ¶58.

Plaintiff's fraud claim against the Angelikson Defendants is based on the same  
misrepresentations. FAC ¶¶60-63.

#### 25 B. The Angelikson Defendants' Special Motion to Strike

26 On February 3, 2016, the Angelikson Defendants, concurrently with the Jackson  
27 Defendants, filed a motion to strike Plaintiff's First and Second Causes of Action for  
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1 violations of the CLRA and UCL pursuant to California Code of Civil Procedure §425.16.  
2 Specifically, Angelikson Defendants moved to strike from the FAC statements that Plaintiff  
3 alleges can be attributed to the Angelikson Defendants, including: (1) statements defendant  
4 Cascio made on the Oprah Winfrey Show citing FAC ¶25; (2) statements Angelikson  
5 Defendants made “[i]n marketing and defending’ the Album” citing FAC ¶27; (3) statements  
6 in which “Defendants represented to the public that Michael Jackson performed the lead  
7 vocals on’ the Cascio Tracks” citing FAC ¶31; and (4) statements made “[i]n ‘transactions  
8 that were intended to result in ... the sale of goods or services to consumers” citing FAC ¶46.  
9 Angelikson Motion to Strike at 4. The statements made “[i]n ‘marketing and defending’ the  
10 Album” in Paragraph 27 of the FAC incorporate by reference the *Michael* video ad, and the  
11 title, artwork and statement on the *Michael* album cover. FAC ¶¶24, 27.

12 Angelikson Defendants argued, among other things, that their private statements to the  
13 Jackson Defendants were statements on a matter of public interest, and that these statements,  
14 along with their statements made “[i]n marketing the Album” as alleged in Paragraph 27,  
15 concerned “creation, dissemination, exhibition, advertisement, and/or promotion of a musical  
16 or artistic work.” Angelikson Motion to Strike at 5-7.

17 In other words, in addition to Cascio’s statement on the Oprah Winfrey Show, the  
18 Angelikson Defendants sought to strike their alleged misrepresentation to the Jackson  
19 Defendants that Michael Jackson performed the Cascio songs and the statements on the covers  
20 of the *Michael* album and in the video ad that repeated this misrepresentation.

21 **C. Joint Stipulation Phasing the Defendants’ Motions to Strike**

22 The April 18, 2016 Joint Stipulation and Order re Defendants’ Anti-SLAPP Motions  
23 (“Joint Stip.”) set forth two phases in which the defendants’ special motions to strike would  
24 be briefed and decided. The first phase was limited to the questions of law: ruling on the  
25 defendants’ burden under the first prong of the anti-SLAPP analysis and determining  
26 whether the various representations on which Plaintiff bases her UCL and CLRA claims  
27 constitute non-commercial speech and/or are inextricably intertwined with non-commercial  
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1 speech, and whether the album covers and video ad include any statements that a reasonable  
2 trier of fact could decide are sufficiently false or misleading to support a claim under the  
3 UCL or CLRA. Joint Stip. ¶2. The parties assumed, solely for purposes of this  
4 determination, that Michael Jackson did not sing the lead vocals on the Cascio songs. *Id.*  
5 Plaintiff's burden to establish a prima facie case was postponed "for one or more subsequent  
6 phases, if necessary." Joint Stip. ¶4.

7 Pursuant to the Joint Stipulation and Order, Plaintiff briefed and the parties presented  
8 argument only on the issues of the first phase of the defendants' anti-SLAPP motions.

9 **D. The Court's Ruling on Defendants' Motions to Strike**

10 On December 9, 2016, this Court granted in part and denied in part the defendants'  
11 motions to strike within the scope of phase one. With regards to the claims challenged by the  
12 Angelikson Defendants, the Court found that 1) the Angelikson Defendants met their burden  
13 under the first prong of the anti-SLAPP analysis (Order at 10); 2) Cascio's statement on the  
14 Oprah Winfrey Show was non-commercial speech (Order at 13); 3) the statements on the  
15 album covers and in the video ad were commercial speech (Order at 15); and 4) assuming  
16 Jackson did not perform the lead vocals on the Cascio songs, the front and back covers of  
17 *Michael* and the video ad were likely to deceive a reasonable consumer (Order at 16).  
18 Accordingly, the Court granted the Angelikson Defendants' motion only "to the extent that  
19 Plaintiff alleges violations of the UCL and CLRA based on ... the Oprah Winfrey interview"  
20 and did not dismiss the UCL and CLRA claims against the Angelikson Defendants.

21 **III. ARGUMENT**

22 **A. Angelikson Defendants Are Not Prevailing Parties Because They Did Not**  
23 **Achieve A Practical Benefit From The Anti-SLAPP Ruling.**

24 Angelikson Defendant's motion for attorney fees should be denied because the  
25 Angelikson Defendants are not "prevailing defendants" under Section 425.16(c). While the  
26 anti-SLAPP statute provides for an award of attorney fees to successful defendants, "a fee  
27 award is not required when the motion, though partially successful, was of no practical  
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1 effect.” *Lin v. City of Pleasanton*, 176 Cal. App. 4th 408, 426 (2009). A party who partially  
2 prevails on an anti-SLAPP motion is considered a prevailing party “*unless the results of the*  
3 *motion were so insignificant that the party did not achieve any practical benefit from*  
4 *bringing the motion.*” *Id.* (emphasis added); *Mann v. Quality Old Time Serv., Inc.*, 139 Cal.  
5 App. 4th 328, 340 (2006). As one court explained, “the critical issue is which party realized  
6 its objectives in the litigation. Since the defendant’s goal is to make the plaintiff go away  
7 with its tail between its legs, ordinarily the prevailing party will be the defendant.” *Coltrain*  
8 *v. Shewalter*, 66 Cal. App. 4th 94, 107 (1998). Conversely, where the Plaintiff is not sent  
9 away with its tail between its legs, but in fact is still standing squarely on its feet, the  
10 defendant’s motion cannot be said to have been successful.

11 The policy behind this rule is simple: “There is no reason to encourage a defendant  
12 to bring an anti-SLAPP motion where the factual and legal grounds for the claims against the  
13 defendant remain the same after the resolution of the anti-SLAPP motion.” *Mann*, 139 Cal.  
14 App. 4th at 340.

15 Thus, courts compare the position of the moving party before and after resolution of  
16 an anti-SLAPP motion to determine whether the moving party achieved a practical benefit.  
17 “The crucial question is one of practicality; did anything of substance (technical victories  
18 notwithstanding) change in the posture of the case and the claims being lodged against the  
19 defendant after it brought the special motion to strike than were in existence beforehand.”  
20 *Brown v. Electronic Arts, Inc.*, 722 F. Supp. 2d 1148, 1155 (2010) (denying fee motion). In  
21 making this analysis, courts consider the following factors: (1) the extent to which the  
22 defendant’s litigation posture was advanced by the motion, (2) whether the same factual  
23 allegations remain to be litigated, (3) whether discovery and motion practice have been  
24 narrowed, (4) the extent to which future litigation expenses and strategy were impacted by  
25 the motion. *Mann*, 139 Cal. App. 4th at 345.

26 For example, in *Moran v. Endres*, 135 Cal. App. 4th 952 (2006), the court denied the  
27 motion for attorney’s fees even though the defendants obtained dismissal of a cause of action  
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1 for conspiracy. *Id.* at 954. The court held that the dismissal had no practical effect (and  
2 therefore the defendant was not entitled to its fees) because other numerous substantive tort  
3 claims remained unaffected. *Id.* The court concluded that the defendants achieved an  
4 “illusory victory” because:

5 ... both before and after the special motion to strike, these plaintiffs had to prove  
6 commission of the torts they alleged, and defendants had to defend that case. ...  
7 [D]efendants’ motion accomplished nothing, except that plaintiffs were put to the  
8 cost of defending the motion. [1] The possible recovery against defendants did not  
9 change. [2] The factual allegations which defendants had to defend did not change.  
10 [3] The work involved in trying the case did not change. [4] Defendants’ burden  
11 [...] did not change. The case was essentially the same after the ruling on the  
12 special motion to strike as it was before. The results of the motion were minimal  
13 and insignificant, fully justifying the court's finding that defendants should not  
14 recover fees.

15 *Id.* at 955. As in *Moran*, here, the exclusion of the Cascio’s statement on the Oprah Winfrey  
16 Show from the CLRA and UCL causes of action had no practical effect on the case.

17 First, there is less justification for a fee award here than in *Moran*, because the  
18 Angelikson Defendants did not even manage to get a single claim against them dismissed.  
19 *Brown*, 722 F. Supp. 2d at 1155 (denying fee motion where all of the same causes of action  
20 remained after anti-SLAPP motion was granted with leave to amend the complaint and  
21 plaintiff did so amend). The Angelikson Defendants’ litigation posture was not advanced by  
22 their motion for this very reason.

23 During the first prong of the anti-SLAPP analysis, “the court must decide whether  
24 the defendant has made a threshold showing that the challenged cause of action arose from  
25 the defendant’s protected activity.” *Copenbarger v. Morris Cerullo World Evangelism*, 215  
26 Cal. App. 4th 1237, 1244 (2013) (emphasis added). Thus, a part of the defendant’s burden is  
27 to identify the statements they have made, which they consider protected by the anti-SLAPP  
28 statute.

29 In their motion to strike, the Angelikson Defendants identified multiple statements  
30 they had made which they claimed were protected, including the statement on the Oprah  
31 Winfrey Show and the representation about the singer of the Cascio songs that was made to  
32 the Jackson Defendants with the intent that it would be repeated to Plaintiff and the class

1 members—and ultimately was repeated to them on the album cover and in the video ad. The  
2 Court found that the Angelikson Defendants had met their burden under the first prong of the  
3 anti-SLAPP analysis, but invalidated Plaintiff's CLRA and UCL claims against the  
4 Angelikson Defendants only to the extent they were based on the statement on the Oprah  
5 Winfrey Show. The misrepresentation to the Jackson Defendants, and the misrepresentations  
6 on the album cover and in the video that repeated it, survived as the basis of the claims.

7 Moreover, the FAC alleges the Angelikson Defendants' liability under the CLRA  
8 and UCL for conspiring with one another to violate the statutes; furnishing the means for  
9 violation by providing the Jackson Defendants with the Cascio songs; aiding and abetting the  
10 violations of one another and the Jackson Defendants; and the violations of one another  
11 under agency, alter ego, and/or joint venture principles. These allegations were not  
12 challenged by the Angelikson Defendants' motion to strike. All of the aforementioned  
13 allegations remain viable and sustain the CLRA and UCL causes of action. Because the  
14 Angelikson Defendants were unsuccessful in striking the CLRA and UCL causes of action,  
15 they cannot recover for work on these causes of action. *Mann*, 139 Cal. App. 4th at 342 ("[A]  
16 prevailing party generally may not recover for work on causes of action on which the party  
17 was unsuccessful.").

18 Second, the Angelikson Defendants must litigate the same factual allegations to  
19 defend against the Plaintiff's claims as they had to before filing their motion to strike. The  
20 core facts to be litigated between Plaintiff and the Angelikson Defendants remain unchanged,  
21 including that Michael Jackson did not perform the Cascio songs; that the Angelikson  
22 Defendants jointly and severally created the songs, provided the songs to the Jackson  
23 Defendants and misrepresented to the Jackson Defendants that the songs were performed by  
24 Jackson with the intent that this misrepresentation would be repeated to consumers; as well  
25 as Plaintiff's reliance on these misrepresentations.

26 Third, the work involved in trying the case is the same, including discovery and any  
27 potential motion practice. Cascio's statement on the Oprah Winfrey Show plays no part in  
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1 class certification and the corresponding class discovery. Instead, class certification will turn  
2 on statements consumers saw at the point of sale. (See Plaintiff's Opp'n to Angelikson  
3 Defendants' Demurrers to FAC at 4-5.) The exclusion of Cascio's statement to Oprah from  
4 the UCL and CLRA claims does not lessen discovery on the merits because discovery  
5 regarding the Angelikson Defendants' participation in promotional activities for the album  
6 will still be required to establish their fraud and aiding and abetting in the Jackson  
7 Defendants' false advertising.

8 Fourth, the Angelikson Defendants' burden has not been lessened as they still have  
9 to defend against the same claims. *Moran*, 135 Cal. App. 4th at 955 (denying fee motion  
10 where "Defendants' burden concerning their jurisdictional defense did not change."). Even  
11 if the UCL and CLRA claims had been stricken, the Angelikson Defendants would have  
12 faced the same facts and burdens in defending against Plaintiff's fraud claim which is based  
13 on the same allegations. *Baral v. Schnitt*, 1 Cal. 5th 376, 396 (2016) ("Allegations of  
14 protected activity supporting the stricken claim are eliminated from the complaint, unless  
15 they also support a distinct claim on which the plaintiff has shown a probability of  
16 prevailing.").

17 In contrast, in *Mann*, the defendants filed an anti-SLAPP motion to strike four causes  
18 of action, including defamation and trade libel, but the court only granted the motion as to  
19 the libel cause of action. 139 Cal. App. 4th at 335. Notwithstanding their partial success, the  
20 defendants were found to be a prevailing party because the elimination of the libel cause of  
21 action narrowed the scope of the lawsuit, limited discovery and reduced the plaintiff's  
22 potential damages and settlement posture. *Id.* at 340. Finding that the attorney's work on  
23 successful and unsuccessful causes of action was overlapping, the Court of Appeal reduced  
24 the attorney's fee award to an amount that "reflects the fact that defendants prevailed on  
25 important issues that materially changed the litigation, but does not reward them for legal  
26 efforts that were meritless." *Id.* at 346; see also *ComputerXpress, Inc. v. Jackson*, 93 Cal.  
27 App. 4th 993, 1019 (2001) (awarding defendant its fees on the causes of action on which the  
28

1 defendant prevailed, but no fees on the surviving causes of action).

2 Unlike the defendants in *Mann* and *ComputerXpress*, the Angelikson Defendants are  
3 legally and factually in the same position as they were in before they filed their motion,  
4 notwithstanding the Court's order excluding Cascio's statement to Oprah from the UCL and  
5 CLRA causes of action. Accordingly, the Angelikson Defendants cannot even claim to  
6 be partially successful defendants.<sup>1</sup>

7 In short, the Angelikson Defendants "sought to dismiss the case against them, but  
8 instead obtained a ruling which in every practical sense meant nothing. That does not entitle  
9 them to fees." *Moran*, 135 Cal. App. 4th at 956.

10 **B. Angelikson Defendants Are Not Prevailing Parties Because The Anti-**  
11 **SLAPP Motions Have Not Been Entirely Resolved.**

12 The Court's Order from December 9, 2016 ruled that the defendants had met their  
13 burden under the first prong of the anti-SLAPP analysis, and questions of law did not  
14 preclude Plaintiff from meeting her burden under the second prong of the analysis. Because  
15 the Court reached the second prong of the anti-SLAPP analysis, but resolved only the  
16 questions of law pertaining to it, it became necessary to litigate phase two of the special  
17 motions to strike, as prescribed in the April 18, 2016 Joint Stipulation and Order, and allow  
18 Plaintiff to fully meet her burden by presenting evidence in support of her probability of  
19 prevailing on the challenged claims. *Baral*, 1 Cal. 5th at 396 ("[At the second step,] the  
20 burden shifts to the plaintiff to demonstrate that each challenged claim based on protected  
21 activity is legally sufficient and factually substantiated") (emphasis added).

22 Because phase two of the defendants' motions to strike has not been litigated and  
23 factual questions of the second prong of the anti-SLAPP analysis remain to be resolved, the  
24 Angelikson Defendants cannot be considered prevailing parties on their anti-SLAPP motion.  
25 It would be absurd to penalize Plaintiff by making her pay the Angelikson Defendants'

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26  
27 <sup>1</sup>To the extent the Court disagrees, the Court should reduce the fees claimed by the  
28 Angelikson Defendants to reflect the significance of the overall relief obtained, in accordance  
with *Mann* and *ComputerXpress*.

1 attorneys' fees for the CLRA and UCL claims when the Court has not ruled out Plaintiff's  
2 probability of prevailing on these claims.

3 **IV. CONCLUSION**

4 For all of the foregoing reasons, the Court should find that the Angelikson Defendants  
5 were not prevailing defendants under Code of Civil Procedure section 425.16(c) and deny the  
6 Angelikson Defendants' motion for award of attorneys' fees and costs.

7  
8 Date: March 7, 2017

MOSS BOLLINGER LLP

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10 By:



11 Jeremy F. Bollinger  
12 Attorneys for Plaintiff VERA SEROVA  
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