

1 Steven W. Blake, Esq., SBN 235502
Andrew E. Hall, Esq., SBN 257547
2 Danielle S. Ward, Esq., SBN 270220
BLAKE LAW FIRM
3 533 2nd Street, Suite 250
Encinitas, CA 92024
4 Phone: (858) 232-1290
Email: *steve@blakelawca.com*
5 Email: *andrew@blakelawca.com*

6 Attorneys for Defendant,
STEPHEN LAKE
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO – CENTRAL DIVISION**
10

11 AMY SHERLOCK, an individual and on
12 behalf of her minor children, T.S. and S.S.,
13 ANDREW FLORES, an individual,

14 Plaintiffs,

15 vs.

16 GINA M. AUSTIN, an individual; AUSTIN
LEGAL GROUP, a professional corporation,
17 LARRY GERACI, an individual, REBECCA
BERRY, an individual; JESSICA
18 MCELFRESH, an individual; SALAM
RAZUKI, an individual; NINUS MALAN, an
individual; FINCH, THORTON, AND
19 BARID, a limited liability partnership;
ABHAY SCHWEITZER, an individual and
20 dba TECHNE; JAMES (AKA JIM)
BARTELL, an individual; NATALIE
21 TRANG-MY NGUYEN, an individual,
AARON MAGAGNA, an individual;
22 BRADFORD HARCOURT, an individual;
SHAWN MILLER, an individual; LOGAN
23 STELLMACHER, an individual;
EULENTIAS DUANE ALEXANDER, an
24 individual; STEPHEN LAKE, an individual,
ALLIED SPECTRUM, INC., a California
25 corporation, PRODIGIOUS COLLECTIVES,
LLC, a limited liability company, and DOES 1
26 through 50, inclusive,

27 Defendants.
28

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Case No. **37-2021-00050889-CU-AT-CTL**

**DEFENDANT STEPHEN LAKE'S
OPPOSITION TO EX PARTE APPLICATION
FOR STAY OF ACTION**

Hearing Date: April 7, 2023
Hearing Time: 9:00 a.m.

Case Filed: December 3, 2021
Department: Dept. C-75
Judge: Hon. James A. Mangione
Trial Date: Not Set

1 **TO THE COURT, ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 Defendant STEPHEN LAKE (“Defendant” or “LAKE”), hereby opposes the ex parte, now
3 noticed, application of Plaintiffs, attorney Andrew Flores, Amy Sherlock and her two minor
4 children, T.S. and S.S. (“Plaintiffs”) for an order seeking a stay of this action. The Opposition is
5 based on the following argument below and the accompanying Declaration of Stephen Lake.

6 **A. INTRODUCTION**

7 Plaintiffs seek to stay the *entire* action pending the outcome of their appeal on the granting
8 of Defendant GINA AUSTIN (“AUSTIN”) and AUSTIN LEGAL GROUP’s (“ALG”) anti-SLAPP
9 motion. First and foremost, it should be noted that Plaintiffs filed an identical request to stay – also
10 based, like this one, on *CCP* § 916(a) – which was denied back on October 27, 2022. [*See Dkt. No.*
11 *181*]. Nothing has changed. For the same reasons the Court outlined in denying Plaintiffs’ request
12 in October, Plaintiffs’ second bite at the apple should also be denied.

13 That notwithstanding, the claims asserted against LAKE are not “embraced” in the appeal of
14 the AUSTIN and ALG decision. The only remaining claims against LAKE do not include or
15 reference to AUSTIN or ALG. In fact, though the First Amended Complaint attacks certain
16 properties and conditional use permits associated with the properties, there is no crossover between
17 the interests of LAKE and either AUSTIN or ALG. Thus, Plaintiffs cannot reasonably argue that the
18 claims against Defendant are “embraced” by the appeal, nor do Plaintiffs even feign an attempt to
19 do so.

20 As it relates to LAKE, Plaintiffs request should be denied and the case should be permitted
21 to move forward.

22 **B. STATEMENT OF FACTS**

23 *1. Background*

24 LAKE is the brother-in-law of SHERLOCK. *Declaration of Stephen Lake (“Lake Dec”)* ¶
25 2. LAKE and SHERLOCK’s husband, Michael “Biker” Sherlock (“BIKER”), were long-time
26 friends and companions. *Id.* Thus, in or around June 2012, with BIKER’s business, Dregs
27 Skateboards, was hit hard by the recession and began experiencing financial issues. This created
28 stress on BIKER on many levels – on him personally and especially on his relationship with

1 SHERLOCK. *Id.* At the same time, the family observed BIKER becoming increasingly depressed
2 and anxious. His prior abundance of confidence shrunk, he began having fainting spells and seizures,
3 and became generally confused, all of which contributed to his inability to find meaningful
4 employment. LAKE believed, however, that BIKER was an entrepreneur at heart and, more
5 importantly, was his friend and brother, so he stepped in to help. *Id.*

6 On June 20, 2012, LAKE’s family trust loaned Biker Sherlock Enterprises, Inc. \$150,000 to
7 purchase Chakra balance boards for a new business that BIKER was starting. The loan was secured
8 by a promissory note that required monthly payments in the amount of \$3,041.46 for 48 consecutive
9 months. *Lake Dec* ¶ 3. LAKE never received a single payment. *Id.* On March 14, 2013, LAKE was
10 presented a debtor settlement agreement from BIKER’s bankruptcy attorney whereby LAKE ended
11 up with 3,330 balance boards as collateral for the money he loaned; those boards has no value to
12 him. *Id.* Because he was struggling through a difficult time and trying to earn back the respect of his
13 wife, LAKE honored his wish to keep the transaction between he and LAKE. *Id.*

14 After BIKER’s business was shut down, he found himself unemployed and struggling to find
15 a job in a difficult San Diego job market with a high cost of living. To help BIKER through this
16 difficult time, once again without telling anyone, LAKE loaned him \$5,000 on three separate
17 occasions so he could pay his bills and take care of his family. *Lake Dec* ¶ 4.

18 2. *The Ramona Property*

19 Sometime toward the end of 2013, LAKE was approached by BIKER, who indicated that he
20 was made aware that San Diego was going to allow licensed medical marijuana stores to open in
21 specified geographical locations. *Lake Dec* ¶ 5. It was LAKE’s impression that BIKER was
22 extremely excited about the prospects of entering the industry and I was happy to see that old fire lit
23 back up in my friend. *Id.*

24 In July 2014, BIKER approached LAKE about a property he was looking at in Ramona –
25 1210 Olive Street, Ramona, CA 92065 (“Ramona Property”). *Lake Dec* ¶ 6. At first, LAKE balked
26 at the prospect of purchasing the Ramona Property. He eventually reconsidered. *Id.* This was due
27 not only to the fact that LAKE wanted to help BIKER but because LAKE became aware of another
28 group that was interested in the Ramona Property spearheaded by Renny Bowden (“Bowden”). *Id.*

1 Because neither Bowden nor BIKER had the capital to purchase the Ramona Property and the prior
2 owner was not interested in leasing the property, BIKER and Bowden approached LAKE with the
3 idea that he would purchase the Ramona Property, build it out, and then lease the property back to
4 them as part of a larger business that they intended to pursue. *Id.* Bowden and LAKE had a
5 longstanding friendship – he was my college roommate for 8-10 months– and I found his potential
6 involvement such an unlikely coincidence that it comforted me in my decision to move forward. *Id.*
7 As such, on or about January 8, 2015, LAKE purchased the Ramon Property as his sole and separate
8 property. *Id.*

9 After closing, LAKE contemplated with how to proceed. LAKE was not then, nor has he
10 ever been, involved in the marijuana industry. *Lake Dec ¶ 7.* His discomfort with the industry
11 coupled with my lack of knowledge fueled my decision to proceed as a landlord. At no point did
12 BIKER ever have a financial interest in the Ramona Property and the Ramona Property was then,
13 and remains to this day, in LAKE’s name. *Id.*

14 3. *The Balboa Property*

15 Prior to April 24, 2015, David Chadwick (“Chadwick”) formed Leading Edge Real Estate,
16 LLC (“LERE”), for which he served as CEO. *Lake Dec ¶ 8.* At some point unknown to LAKE,
17 Chadwick, BIKER, BIKER’s partner, Brad Harcourt (“Harcourt”), all partnered up to pursue the
18 purchase of 8863 Balboa Avenue, Unit E, San Diego, CA 92123 (“Balboa Property”). On or about
19 June 30, 2015, Chadwick resigned as CEO of LERE, at which point BIKER, on information and
20 belief, was appointed as CEO. *Id.*

21 Chadwick’s resignation occurred after several events pertinent to this dispute. On June 9,
22 2015, LAKE and his wife, through their family trust, the Lake Family Trust (“Trust”), made a
23 \$289,560.68 loan to LERE as a 3rd party deposit into escrow and as what was intended to be a two-
24 week bridge loan. *Lake Dec ¶ 9.* LAKE only made the loan because of BIKER’s involvement in
25 LERE. The loan was memorialized via a promissory note. *Id.* The loan was to be used to purchase
26 8863 Balboa Avenue, Unit E, San Diego, CA 92123 (“Balboa Property”). Notably, LAKE and
27 BIKER had a clear, direct conversation of the importance of the loan being paid back in a timely
28 manner; BIKER and his business partners, including Harcourt, agreed and pledged that if the loan

1 were not timely paid back, the Balboa Property would be deeded to LAKE as payment with the
2 intent that LAKE would sell the Balboa Property to recoup his investment. BIKER in particular,
3 because of his prior history of obtaining loans from LAKE and failing to pay them back, was
4 adamant in pledging the Balboa Property as collateral for LAKE's loan. *Id.*

5 There were immediate problems with the Balboa Property. One such problem had to do with
6 the HOA at the premises, which had recently amended its governing documents to prohibit the
7 operation of any marijuana dispensaries. *Lake Dec* ¶ 10. On June 16, 2015, BIKER, Chadwick, and
8 Harcourt received a legal opinion advising that any attempts to overturn this amendment would be
9 very unlikely. Thus, BIKER and the others were unable to legally use the Balboa Property for its
10 intended use. LAKE was not made aware of this potential issue with the HOA, including the fact
11 that the HOA had amended its CC&Rs to prohibit operation of dispensaries, at the time he made the
12 Balboa Loan. *Id.*

13 On September 9, 2015, the promissory note went into default. *Lake Dec* ¶ 11. LAKE
14 discussed the default with both BIKER and Harcourt and made it clear that they needed to make
15 good on the terms of the note and security agreement. LAKE conveyed to both that he had no desire
16 to be a part of the business and simply wanted the loan proceeds repaid. *Id.* BIKER and Harcourt
17 pledged to follow through as they agreed. Given these reassurances, LAKE allowed BIKER and
18 Harcourt more time to procure financing to pay off the Balboa Loan. *Id.*

19 Over the next several weeks, BIKER and Harcourt met with other potential investors to raise
20 funds to pay off the Balboa Loan. *Lake Dec* ¶ 12. They were unsuccessful. LAKE became
21 increasingly frustrated as their continued default on the Balboa Loan was beginning to cause him
22 financial distress. *Id.* Moreover, though BIKER was like family to him, BIKER nevertheless had a
23 history of failing to repay loans to LAKE – like, for example, the Chakra loan. LAKE communicated
24 his concern to BIKER and reiterated that LAKE was only trying to help him and never wanted to be
25 a part of the business. *Id.*

26 In or around early October 2015, BIKER and Harcourt determined that they could not find
27 an investor and decided to try to secure funding to purchase the Balboa Property and the property
28 went into escrow. *Lake Dec* ¶ 13. However, by October 22 or 23, 2015, the Balboa fell out of escrow

1 due to, on information and belief, BIKER's and Harcourt's inability to provide personal guarantees.
2 *Id.*

3 By October 26, 2015, BIKER and Harcourt still had not procured financing. *Lake Dec* ¶ 14.
4 LAKE went to lunch with BIKER and Harcourt to discuss options as, again, LAKE simply wanted
5 to be repaid and wanted nothing to do with the business. The solutions offered by BIKER and
6 Harcourt included: (1) to make me the managing member of LERE with 100% capital interest in the
7 company and (2) to transfer the Balboa Property over to my company, High Sierra Equity LLC
8 ("High Sierra") in an effort to pay off the defaulted loan. *Id.*

9 On November 18, 2015, I met with BIKER and Harcourt at Harcourt's office in La Jolla,
10 where we discussed the solutions presented by BIKER and Harcourt during our October 26, 2015
11 meeting. *Lake Dec* ¶ 15. LAKE was hesitant to agree to the proposed arrangement but ultimately
12 decided that this was better than receiving nothing on the Balboa Loan and, in cooperation with
13 BIKER and Harcourt, they documented the transaction. *Id.* They ultimately settled on an agreement
14 that LERE would be cancelled and would quitclaim the Balboa Property over to High Sierra. *Id.*

15 Immediately thereafter, BIKER, Harcourt, and LAKE went to lunch, where LAKE recalls
16 BIKER and Harcourt discussing that they intended to cancel their other LLCs and corporations that
17 BIKER and Harcourt had established for the Balboa business venture since it had failed and cost
18 Harcourt a lot of money. *Lake Dec* ¶ 16.

19 *4. BIKER's Passing*

20 On December 2, 2015, LAKE called BIKER to check in, as he did frequently. *Lake Dec* ¶
21 17. After just a few minutes, LAKE could tell that BIKER was having a tough morning and decided
22 to meet up with him in person. When LAKE arrived at BIKER's residence, he found Harcourt was
23 there and that they were going over paperwork and signing documents, which LAKE did not find
24 unusual given that BIKER and Harcourt were business partners and had previously discussed during
25 our November 18, 2015 meeting their intent to dissolve several business entities. *Id.* To the best of
26 LAKE's knowledge, BIKER intended to move forward with the arrangement he, Harcourt, and
27 LAKE agreed to on November 18, 2015 to dissolve LERE and quitclaim the Balboa Property to
28 High Sierra as payment for the Balboa Loan. *Id.*

1 On December 3, 2015, BIKER was found deceased with a gunshot wound to the head that
2 was determined to be self-inflicted. To the best of LAKE’s knowledge, BIKER’s death was
3 designated as a suicide and remains characterized as such to this day. *Lake Dec* ¶ 18.

4 The next several days were a blur but it was “all hands on deck” at the SHERLOCK house
5 to help clean, organize, and to find anything banking or insurance related with which to help the
6 family. *Lake Dec* ¶ 19.

7 On December 14, 2015, LAKE met with SHERLOCK for coffee to discuss how to proceed
8 with some of the outstanding business issues. *Lake Dec* ¶ 20. They discussed the arrangement with
9 the Balboa Property resulting in High Sierra taking the Balboa Property back as payment for the
10 Balboa Loan. *Id.* LAKE recalls SHERLOCK being happy that LAKE was protected and able to keep
11 the Balboa Property in the family. LAKE reiterated to her, as he had BIKER, that outside of loaning
12 the money and trying to understand the issues with the HOA in an effort to help my friends get their
13 business off the ground and ultimately repay me, LAKE was not a part of the business and never
14 intended or wanted to be. *Id.*

15 *5. Business Wind-Up After BIKER’s Passing*

16 Starting around December 17, 2015, Harcourt contacted Edith Gutierrez at the City of San
17 Diego to set up a meeting with he, LAKE, and SHERLOCK to figure out how to proceed after
18 BIKER’s passing. *Lake Dec* ¶ 21. LAKE kept SHERLOCK apprised of these discussions. Notably,
19 Ms. Gutierrez confirmed that the Balboa Conditional Use Permit (“CUP”) had “already been
20 approved and recorded so nothing on the permit will change *as the permit runs with the land.*” *Id.*

21 LAKE kept SHERLOCK apprised of the communications with Ms. Gutierrez and made
22 efforts to put her in touch with Ms. Gutierrez to effectuate the transfer of the CUP to SHERLOCK
23 as the “financially responsible party.” *Lake Dec* ¶ 22. For example, on December 17, 2015, LAKE
24 reached out to SHERLOCK via text message to ask whether she had time to visit Edith at the city to
25 “transfer the name on Balboa,” by which LAKE meant transfer the name of the financially
26 responsible party on the CUP from BIKER to SHERLOCK. *Id.* On January 12, 2016, LAKE reached
27 out to Ms. Gutierrez asking for a good time for he and SHERLOCK to visit her “to change the
28 account into her name.” LAKE was working *with SHERLOCK* to transfer the CUP into *her* name.

1 *Id.*

2 At some point prior to December 24, 2015, Bowden, who was simply trying to help the
3 family during the difficult time after BIKER's passing and who stood to gain nothing from doing
4 so, met with Ms. Gutierrez, who advised that SHERLOCK would need to provide a death certificate
5 and marriage certificate in order to be named as a financially responsible party. *Lake Dec* ¶ 23.
6 Throughout the course of 2016, LAKE met with SHERLOCK on at least four separate occasions,
7 each one lasting 2+ hours, to discuss everything that was going on, from life to any way he could
8 help with the businesses. *Lake Dec* ¶ 24. LAKE did this because SHERLOCK is family and he cared
9 about her deeply; despite her misguided and ill-informed lawsuit against him, he still does. *Id.*

10 On April 13, 2016, Harcourt emailed LAKE the details to finalize the quitclaim of the Balboa
11 Property from LERE to High Sierra as we had agreed back in November 2015. *Lake Dec* ¶ 25.
12 LAKE, SHERLOCK, and Harcourt collectively made the decision not to fight with the Balboa HOA
13 to try and overturn their Amended CC&Rs. *Lake Dec* ¶ 26. They all, SHERLOCK included, decided
14 that they did not want to risk any more of their money on fighting what felt like a losing battle,
15 particularly given that LAKE never wanted to be a part of the project in the first place and had no
16 intent of throwing any more money at it. *Id.*

17 LAKE vividly recalls SHERLOCK agreeing and expressing her desire to “turn the chapter.”
18 *Lake Dec* ¶ 27. In particular, SHERLOCK has procured a \$1 million payout from BIKER's life
19 insurance policy and she was not willing to risk any of that money in furtherance of BIKER's Balboa
20 business venture. During this time, SHERLOCK expressed her hard feelings toward BIKER and
21 indicated her desire to distance herself from his legacy. *Id.* In fact, SHERLOCK referred to BIKER
22 as a “lying, cheating, thief with no honor” and she was reluctant to give BIKER a legacy that was
23 “false.” It was LAKE's understanding that this included any involvement with the Balboa Property
24 or the project that BIKER had once been involved with. At the same time, SHERLOCK praised
25 LAKE and his wife Kelly as being “absolutely amazing” and expressing how “grateful” she was for
26 them. *Id.*

27 Having no intention of having anything to do with the business, LAKE resolved to sell the
28 Balboa Property in an effort to recoup proceeds from the Balboa Loan. *Lake Dec* ¶ 28. LAKE is

1 100% certain that SHERLOCK was aware of his intent to sell the Balboa Property to recover all of
2 the money he had invested through the Balboa Loan. *Id.* In or around August 2016, the Balboa
3 Property went into escrow for \$375,000. Escrow closed on September 19, 2016, and the funds were
4 received. *Id.*

5 *6. Interplay With The Alleged “Enterprise”*

6 LAKE is not nor, nor has he ever been, in the marijuana or cannabis business or industry.
7 *Lake Dec* ¶ 29. LAKE does not know Gina Austin, he has never been a client of Gina Austin or the
8 Austin Legal Group, and he has never had any business dealings with Gina Austin or the Austin
9 Legal Group. Neither Gina Austin nor the Austin Legal Group had any interest in or affiliation with
10 either the Balboa Property or the Ramona Property or the CUPs associated with either of those
11 properties. *Lake Dec* ¶ 30. Other than his involvement as owner of the Ramona Property and lender,
12 and subsequent owner of the Balboa Property after BIKER’s default, LAKE had no involvement
13 with the Lemon Grove Property or CUP nor the Federal Property or CUP. *Lake Dec* ¶ 31.

14 **C. LEGAL ARGUMENT**

15 As Plaintiffs point out, the purpose of *CCP* § 916(a) is to stay all further trial court
16 proceedings on “the matters embraced” in or “affected by” the appeal. Notably, **the trial court may**
17 **proceed upon any other matter embraced in the action and not affected by the judgment or**
18 **order.** *Id.* The purpose is to prevent a judge from altering the appealed judgment or order by
19 conducting other proceedings that may affect it, thereby causing the appeal to be futile. *Varian Med.*
20 *Sys., Inc. v. Delfino* (2005) 35 Cal.4th 189, 189. The Court must consider the possible outcomes of
21 the appeal in relation to the proceeding and its possible results; whether a matter is embraced in or
22 affected by a judgment or order within the meaning of *CCP* § 916 depends on whether the
23 proceedings on the matter would have any effect on the “effectiveness” of the appeal. *Id.*

24 *1. No Grounds Are Offered For The Court To Overrule Its October 27, 2022 Ruling On*
25 *Plaintiffs’ Same Request.*

26 First and foremost, the Court entertained this same motion by Plaintiffs back on October 26,
27 2022. Based on the same arguments now raised again in this motion, the Court *denied* Plaintiffs’
28 request. Nothing has changed and Plaintiffs have offered no reason as to why the Court should

1 overturn its prior ruling.

2 2. *The Claims Against LAKE Are Not “Embraced” or “Affected By” The AUSTIN/ALG*
3 *anti-SLAPP*

4 Plaintiffs reliance on *Varian* misstates the holding. Notably, the *Varian* court held that an
5 appeal of an order granting or denying an anti-SLAPP motion *automatically stays* all further trial
6 court proceedings on the merits ***of the causes of action targeted by the motion***. *Varian Medical*
7 *Systems, Inc. v. Delfino* (2005) 35 Cal.4th 180, 191-192.

8 As Plaintiffs argue, the “gravamen of Plaintiffs FAC is that ALG is engaging in criminal
9 conduct pursuant to a conspiracy with her clients to unlawful acquire and engage in unlicensed
10 commercial cannibal activity via the Strawman Practice.” *Motion to Stay*, 7:5-7. There is *nothing* in
11 the record demonstrating that LAKE was a client or associate of AUSTIN or ALG. On the contrary,
12 LAKE denies ever having any type of relationship or business dealings with AUSTIN or ALG. *Lake*
13 *Dec* ¶ 30. While, arguably, claims involving AUSTIN/ALG and their clients might be “embraced”
14 by the appeal, there is no indication whatsoever that LAKE was in any way affiliated with
15 AUSTIN/ALG or engaged in the purported “Strawman Practice.” Indeed, the only “clients”
16 identified in Plaintiffs’ Motion are Lawrence Geraci and Salam Ruzuki. *Motion to Stay*, 6:26.

17 The causes of action targeted by the AUSTIN anti-SLAPP are ***wholly unrelated to Plaintiffs’***
18 ***claims against Defendant***. The claims against Defendant stem from his involvement with the Balboa
19 Property and the Ramona Property. *See FAC* ¶¶ 67, 70. However, in her anti-SLAPP motion, Austin
20 declared under the penalty of perjury that she had no involvement with Ramona Property and her
21 involvement with the Balboa Property was helping Mr. Sherlock fill out a CUP application, which
22 has nothing to do with the claims against AUSTIN that are the subject of the anti-SLAPP. *See ROA*
23 45, Austin Declaration, ¶¶ 2-3. Nowhere in the FAC are AUSTIN or ALG mentioned in conjunction
24 with any claims against LAKE.

25 There is no tie to the remaining causes of action against Defendant and AUSTIN. Plaintiff’s
26 First and Seventh Causes of Action for Violation of the Cartwright Act and Conspiracy have
27 respectively been dismissed. Plaintiff’s Second Cause of Action for Conversion is not stated against
28 Austin – only Defendant, Harcourt, Prodigious, and Allied. Plaintiff’s Third Cause of Action for

1 Civil Conspiracy likewise makes no reference to AUSTIN and is stated only against Defendant and
2 Harcourt. Plaintiff’s Fourth Cause of Action for Declaratory Relief is, again, not stated against
3 AUSTIN but only against Lake, Harcourt, Razuki, Malan, Prodigious, and Allied. **Clearly,**
4 ***Plaintiffs’ Third and Fourth causes of action are not “embraced” by the appeal as these causes***
5 ***of action have nothing to do with AUSTIN or ALG.*** Plaintiff’s Fifth and final Cause of Action
6 alleged against Defendant for Unfair Competition offers nothing that would even remotely tie
7 Defendant and AUSTIN other than a general and boilerplate reference to “all defendants.” This is
8 insufficient to create an inference that the Fifth Cause of Action is embraced by the appeal,
9 particularly when the rest of the FAC fails whatsoever to tie AUSTIN and LAKE.

10 Finally, LAKE’s “involvement” was as a purchaser of the Ramona Property and a lender on
11 the Balboa Property. There is nothing in any of Plaintiffs’ pleadings or moving papers that indicate
12 that AUSTIN had any interest in *either* property; in fact, to the best of LAKE’s knowledge, she had
13 no interest. *Lake Dec ¶ 30.*

14 Put simply, there is nothing in the application or the AUSTIN anti-SLAPP that would provide
15 any indication that the causes of action targeted by the AUSTIN anti-SLAPP are the same or even
16 similar to those asserted against LAKE. Nor is there any concern whatsoever that any ruling on the
17 claims against LAKE would impact in any way the effectiveness of the AUSTIN anti-SLAPP
18 judgment on appeal. Plaintiffs certainly offers nothing in the application papers that would support
19 a stay of the claims against Defendant.

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D. CONCLUSION

For the above stated reasons, along with those relied upon the Court in denying the same motion brought by Plaintiffs back on October 26, 2022, the *ex parte* application should be denied. Alternatively, the Court should permit the action to continue as to those matters not “embraced” by the appeal, including the third and fourth causes of action.

Dated: March 24, 2023

BLAKE LAW FIRM

By: 

STEVEN W. BLAKE, ESQ.
ANDREW E. HALL, ESQ.
Attorneys for Defendant,
STEPHEN LAKE