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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 STEPHANIE CLIFFORD a.k.a.
14 STORMY DANIELS a.k.a. PEGGY
15 PETERSON, an individual,

16 Plaintiff,

17 v.

18 DONALD J. TRUMP a.k.a. DAVID
19 DENNISON, an individual,
20 ESSENTIAL CONSULTANTS, LLC, a
21 Delaware Limited Liability Company,
22 and DOES 1 through 10, inclusive,

23 Defendants.

Case No. 2:18-CV-02217-SJO-FFM

**DECLARATION OF BRENT H.
BLAKELY IN SUPPORT OF
MOTION TO COMPEL
ARBITRATION**

Assigned for All Purposes to the
Hon. S. James Otero

Date: April 30, 2018
Time: 10:00 a.m.
Location: 350 West 1st Street
Courtroom 10C, 10th Floor
Los Angeles, CA 90012

Action Filed: March 6, 2018

1 7. Attached hereto as **Exhibit G** is a true and correct copy of the article
2 entitled, “*One Night with Stormy Daniels, the Hero America Needs*,” which was
3 published by *Rolling Stone* on or about March 9, 2018, at the following URL:
4 [https://www.rollingstone.com/culture/features/one-night-with-stormy-daniels-the-](https://www.rollingstone.com/culture/features/one-night-with-stormy-daniels-the-hero-america-needs-w517692)
5 [hero-america-needs-w517692](https://www.rollingstone.com/culture/features/one-night-with-stormy-daniels-the-hero-america-needs-w517692).

6 8. On March 21, 2018, I met with counsel for Clifford, Ahmed Ibrahim, in
7 person at my offices to discuss the instant Motion to Compel Arbitration (“Motion”).
8 Charles J. Harder, counsel for Defendant Donald J. Trump, was also present in
9 person. Michael Avenatti, also counsel for Clifford, participated by telephone.
10 During the conference, we discussed our respective positions regarding the Motion,
11 along with the authorities upon which we rely, and I specifically informed counsel for
12 Clifford that, pursuant to *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440,
13 444 (2006), Clifford’s defenses to the enforcement of the Settlement Agreement as a
14 whole must be decided by the arbitrator, not the Court. In response, counsel for
15 Clifford cited the following cases: *Sanford v. MemberWorks, Inc.*, 483 F.3d 956, 964
16 (9th Cir. 2007), *Three Valleys Mun. Water Dist. v. E.F. Hutton & Co.*, 925 F.2d 1136,
17 1144 (9th Cir. 1991), *Goldman, Sachs & Co. v. City of Reno*, 747 F.3d 733, 741, 747
18 (9th Cir. 2014) and *Granite Rock Co. v. Int’l Bhd. of Teamsters*, 561 U.S. 287, 303-
19 304 (2010). For the reasons set forth in EC’s accompanying memorandum of points
20 and authorities, these cases are highly distinguishable from this case.

21 9. Thus, no agreement to eliminate the need for the Motion was reached. A
22 true and correct copy of my email exchange with Mr. Avenatti summarizing our
23 discussions is attached hereto as **Exhibit H**.

24 10. Attached hereto as **Exhibit I** is a true and correct copy of my March 27,
25 2018 letter to counsel for Clifford, Michael Avenatti, setting forth the basis upon
26 which defendant Michael Cohen intends to file an anti-SLAPP motion pursuant
27 California Code of Civil Procedure § 425.16 in connection with Clifford’s second
28 cause of action against Mr. Cohen for defamation.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 2, 2018, at Los Angeles, California.

/s/ Brent H. Blakely
BRENT H. BLAKELY