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1 HUESTON HENNIGAN LLP
2 Robert N. Klieger, State Bar No. 192962
3 rklieger@hueston.com
4 Marshall A. Camp, State Bar No. 231389
5 mcamp@hueston.com
6 Andrew K. Walsh, State Bar No. 273763
7 awalsh@hueston.com
8 523 West 6th Street, Suite 400
9 Los Angeles, CA 90014
10 Telephone: (213) 788-4340
11 Facsimile: (888) 775-0898

12 John C. Hueston, State Bar No. 164921
13 jhueston@hueston.com
14 620 Newport Center Drive, Suite 1300
15 Newport Beach, CA 92660
16 Telephone: (949) 229-8640
17 Facsimile: (888) 775-0898

18 Attorneys for Cross-Defendant
19 Shari Redstone

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 COUNTY OF LOS ANGELES

22 SUMNER M. REDSTONE,

23 Plaintiff,

24 vs.

25 MANUELA HERZER; SYDNEY HOLLAND;
26 and DOES 1 through 10, inclusive,

27 Defendants.

28 AND RELATED CROSS-CLAIMS

FILED
Superior Court of California
County of Los Angeles

FEB 27 2017

Sherri R. Carter, Executive Officer/Clerk

By Judi Lara, Deputy

Case No. BC638054

**CROSS-DEFENDANT SHARI
REDSTONE'S NOTICE OF DEMURRER
AND DEMURRER TO AND MOTION TO
STRIKE CROSS-COMPLAINANT SYDNEY
HOLLAND'S CROSS-COMPLAINT;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Assigned to Hon. Robert L. Hess

Action Filed: October 25, 2016

Date: May 9, 2017

Time: 8:30 a.m.

Department: 24

RES ID: 170227198837

03/03/2017

1 **TO ALL PARTIES TO THIS ACTION AND TO THEIR RESPECTIVE**
2 **ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE THAT** on May 9, 2017 at 8:30 a.m., or as soon thereafter as
4 the matter may be heard in Department 24 of the above-entitled Court, located at 111 North Hill
5 Street, Los Angeles, California 90012, Cross-Defendant Shari Redstone will and hereby does
6 demur to the fifth and sixth causes of action in the Cross-Complaint, for interference with
7 contractual relations and inducing breach of contract, and further moves to strike the prayer for
8 expectancy damages on the first, second, and third causes of action for common law invasions of
9 privacy. *See* Cross-Compl. ¶¶ 46, 55 (seeking damages for “the loss of Redstone’s bequests to
10 Sydney in his estate plan.”).

11 This Demurrer and Motion to Strike is made on the grounds that the Cross-Complaint fails
12 to plead facts sufficient to state causes of action for interference with contractual relations and
13 inducing breach of contract and prays for damages that are not recoverable as a matter of law on
14 the privacy claims. This Demurrer and Motion to Strike is based upon Code of Civil Procedure
15 §§ 430.10(e) and 435, California Rules of Court 3.1320 and 3.1322, this Notice of Demurrer and
16 Demurrer, the attached Memorandum of Points and Authorities, the concurrently filed Declaration
17 of Andrew K. Walsh, any matters of which the Court may take judicial notice, all papers and
18 records on file herein, and such evidence and argument as may be presented to the Court at or
19 before the hearing.

20 Dated: February 27, 2017

HUESTON HENNIGAN LLP

21
22 By: _____

23 Robert N. Klieger
24 Attorneys for Cross-Defendant
25 Shari Redstone
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DEMURRER TO COMPLAINT

Cross-Defendant Shari Redstone demurs to the cross-complaint of Cross-Complainant Sydney Holland on the following grounds:

Fifth Cause of Action – Intentional Interference with Contractual Relations

1. The Cross-Complaint fails to allege facts sufficient to state the fifth cause of action, for intentional interference with contractual relations, because it does not adequately plead the existence of an underlying, enforceable agreement. *See Bed, Bath & Beyond of La Jolla, Inc. v. La Jolla Vill. Square Venture Partners*, 52 Cal. App. 4th 867, 879-80 (1997).
2. The Cross-Complaint also fails to allege facts sufficient to state the fifth cause of action, for intentional interference with contractual relations, because it does not adequately plead an actionable breach of the underlying agreements. *See In re Marriage of Edwards*, 38 Cal. App. 4th 456, 460-61 (1995).
3. The Cross-Complaint also fails to allege facts sufficient to state the fifth cause of action, for intentional interference with contractual relations, because it does not adequately plead that Shari Redstone had knowledge of the underlying agreements. *See Winchester Mystery House, LLC v. Global Asylum, Inc.*, 210 Cal. App. 4th 579, 596-97 (2012).

Sixth Cause of Action – Inducing Breach of Contract

1. The Cross-Complaint fails to allege facts sufficient to state the sixth cause of action, for inducing breach of contract, because it does not adequately plead the existence of an underlying enforceable agreement. *See Bed, Bath & Beyond of La Jolla, Inc. v. La Jolla Vill. Square Venture Partners*, 52 Cal. App. 4th 867, 879-80 (1997).
2. The Cross-Complaint fails to allege facts sufficient to state the sixth cause of action, for inducing breach of contract, because it does not adequately plead an actionable breach of the underlying agreements. *See In re Marriage of Edwards*, 38 Cal. App. 4th 456, 460-61 (1995).

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3. The Cross-Complaint fails to allege facts sufficient to state the sixth cause of action, for inducing breach of contract, because it does not adequately plead that Shari Redstone had knowledge of the underlying agreements. *See Winchester Mystery House, LLC v. Global Asylum, Inc.*, 210 Cal. App. 4th 579, 596-97 (2012).

Dated: February 27, 2017

HUESTON HENNIGAN LLP

By: _____
Robert N. Klieger
Attorneys for Cross-Defendant
Shari Redstone

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MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 In 2010, Sumner M. Redstone (“Redstone”), then 87-years-old, began dating Sydney
4 Holland (“Sydney”),¹ a woman nearly 50 years his junior whose last boyfriend, former Callaway
5 Golf executive Bruce Parker, died suddenly after Sydney had taken up residence in his posh
6 Wilshire Boulevard condominium. Sydney, who claimed that Parker had promised to marry her
7 and to pay her a \$10,000 monthly allowance in exchange for her services as his “companion, social
8 and business partner, and confidante,” vacated Parker’s condominium only after extracting a
9 substantial payment from Parker’s family.

10 Soon after she began dating Redstone, Sydney moved into his Beverly Park residence.
11 Over the next five years, Sydney and her cohort, Manuela Herzer, isolated Redstone from his
12 family and friends, replaced his trusted advisors, and obtained from him more than \$150 million in
13 cash, stock, real estate, jewelry, and designer clothing through a campaign of emotional and
14 financial abuse. Redstone finally threw Sydney out in August 2015, after learning that she was
15 engaged to marry another man with whom she had been having an affair for almost a year.
16 Redstone threw Manuela out six weeks later. It was only then that Redstone was able to reconnect
17 with his daughter Shari, his grandchildren, and his great-grandchildren.

18 Redstone filed this elder abuse action against Sydney and Manuela in October 2016. On
19 December 15, 2016, Sydney filed her Cross-Complaint against Redstone’s daughter Shari and three
20 of his nurses. Sydney alleges that Redstone, like Parker before him, had promised to pay Sydney
21 for her services as a confidante and companion, albeit at a much higher rate—*i.e.*, lifetime support
22 for her and her daughter and half of Redstone’s estate upon his passing. This was *on top of* the
23 more than \$75 million Sydney had already taken from Redstone. Sydney asserts that it was prying
24 by Shari and the nurses—rather than Sydney’s own affair, engagement to another man, and
25 constant abuse of Redstone—that resulted in her expulsion from his life and estate plan. By her
26

27 ¹ In her Cross-Complaint, Sydney Holland refers to herself as “Sydney” and to Cross-Defendant
28 Shari Redstone as “Shari.” For ease of reference, Ms. Holland and Ms. Redstone are also referred
to by their first names in this demur and motion to strike.

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1 Cross-Complaint, Sydney seeks to recover tens of millions of dollars for emotional distress and the
2 loss of Redstone's bequests in his estate plan.

3 Shari demurs to the fifth and sixth causes of action in Sydney's Cross-Complaint, in which
4 Sydney claims that Shari caused Redstone to breach supposed oral and implied agreements to
5 financially support Sydney during his lifetime and to bequeath her half his estate upon his death.
6 Those causes of action fail because the alleged agreements are invalid under the statute of frauds
7 and, in any event, have not been breached, and because Sydney has not adequately pled that Shari
8 had knowledge of the agreements and their terms. Shari also moves to strike Sydney's prayer for
9 expectancy damages on her remaining claims for common law invasions of privacy, for which only
10 emotional distress damages are recoverable.

11 If Sydney truly believes that she is entitled to be restored to Redstone's estate plan, her
12 recourse is a petition under section 17200 of the Probate Code. It is not through a contrived civil
13 action against his daughter. For the reasons discussed below, the Court should sustain Shari's
14 demurrer to the interference claims and should grant her motion to strike the prayer for expectancy
15 damages on the claims for common law invasion of privacy.

16 **II. SUMMARY OF ALLEGATIONS**

17 Sydney and Redstone met and began dating in the fall of 2010. Cross-Compl. ¶ 15. The
18 two allegedly became engaged in 2011. *Id.* ¶ 16. Although the two never married, Sydney resided
19 with Redstone at his Beverly Park residence until September 2015. *Id.* ¶ 35.

20 Sydney alleges that, shortly after meeting Redstone in or around October 2010, the two
21 entered into an oral contract. *Id.* ¶¶ 64-65, 74-75. Sydney further alleges that several months later,
22 in early 2011, she and Redstone entered into an implied contract. *Id.* ¶¶ 66-67, 76-77. The terms
23 of the alleged oral and implied contracts are identical. Under each, Sydney agreed "to render
24 certain services to Redstone during the period of their relationship, including, but not limited to
25 being a confidante, companion, executive assistant, personal assistant, personal valet, stylist,
26 household manager, organizer, social secretary and health care manager." *Id.* ¶¶ 65, 67, 75, 77. In
27 exchange, Redstone agreed to "provide for all of Sydney's financial support and needs for the rest
28 of her life in the same style and manner that was established during the parties' relationship;

1 include Sydney as a beneficiary in his personal trust as to one-half (1/2) of the Beverly Park home
2 and as to one-half of all of his cash, bonds, PSUs, stocks, and other non-real property investments
3 existing at his death; and provide for all of Holland's daughter's financial support and needs for the
4 rest of her life including, but not limited to, her education." *Id.* ¶¶ 64, 66, 74, 76.

5 Beginning in the fall of 2014, Shari allegedly began requesting that Redstone's nurses share
6 with her "private on-goings in the Redstone residence." *Id.* ¶ 29. Redstone's nurses purportedly
7 "became moles for Shari, sharing Redstone's most sensitive medical information, tracking
8 meetings Redstone and Sydney held with lawyers, and disclosing the most intimate details of
9 Redstone and Sydney's life together." *Id.* ¶ 31. Sydney claims that this intrusion upon "the
10 sanctity that Sydney was entitled to in her own home" caused her "great distress, anxiety,
11 helplessness, embarrassment, and depression." *Id.* ¶¶ 31, 45.

12 Sydney also claims that, after Redstone threw her out of his residence, Shari made or
13 induced others to make statements to Redstone that caused him to "take Sydney and her daughter
14 out of his estate plan" in breach of their oral and implied agreements. *Id.* ¶¶ 41, 68-69, 78-79. In
15 addition to compensation for alleged emotional distress, Sydney also seeks to recover as damages
16 the value of the cash and other assets she would have received upon Redstone's death had she not
17 been removed from his estate plan. *Id.* ¶¶ 46, 55, 70-71, 80-81.

18 **III. LEGAL STANDARD**

19 "A demurrer tests the legal sufficiency of the complaint." *Hernandez v. City of Pomona*, 49
20 Cal. App. 4th 1492, 1497 (1996). In reviewing the sufficiency of a complaint against a general
21 demurrer, courts "treat the demurrer as admitting all material facts properly pleaded, but not
22 contentions, deductions or conclusions of fact or law." *Blank v. Kirwan*, 39 Cal. 3d 311, 318
23 (1985). "[C]onclusions of fact or law, opinions, speculation or allegations which are contrary
24 either to law or judicially noticed facts" must be disregarded. *McAllister v. Cnty. of Monterey*, 147
25 Cal. App. 4th 253, 289 (2007). Moreover, facts must be alleged with "reasonable precision and
26 with particularity sufficient to acquaint a defendant with the nature, source and extent of his cause
27 of action." *Doe v. City of Los Angeles*, 42 Cal. 4th 531, 550 (2007). A demurrer will be sustained
28

1 when, once stripped of deficient allegations and legal conclusions, the complaint fails to state facts
2 sufficient to constitute a cause of action. Civ. Proc. Code § 430.10(e).

3 **IV. ARGUMENT**

4 **A. The Cross-Complaint Fails To Plead Facts Sufficient To State The Fifth And**
5 **Sixth Causes Of Action, For Intentional Interference With Contractual**
6 **Relations And Inducing Breach of Contract**

7 In her fifth and sixth causes of action, for interference with contractual relations and
8 inducing breach of contract, Sydney claims that Shari made, or caused others to make, statements
9 to Redstone that caused him to breach alleged oral and implied agreements to financially support
10 Sydney and her daughter during his life, and to bequeath Sydney half of his estate upon his death.
11 Cross-Compl. ¶¶ 63-82. The allegations of the Cross-Complaint are not adequate to state these
12 causes of action for the following three independent reasons, each of which is sufficient on its own
13 to sustain Shari's demurrer.

14 **1. Sydney Does Not Adequately Plead The Existence Of Enforceable Oral**
15 **And Implied Agreements**

16 Sydney's fifth and sixth causes of action fail in the first instance because Sydney does not
17 adequately plead the existence of a valid, enforceable agreement with which Shari allegedly
18 interfered. It is well established that "a cause of action for intentional interference with contractual
19 relations requires an underlying *enforceable* contract." *Bed, Bath & Beyond of La Jolla, Inc. v. La*
20 *Jolla Vill. Square Venture Partners*, 52 Cal. App. 4th 867, 879 (1997) (emphasis added). The same
21 is true of a cause of action for inducing breach. *See Bledsoe v. Watson*, 30 Cal. App. 3d 105, 108
22 (1973). A demurrer may therefore be sustained where the contract with which the defendant
23 allegedly interfered "falls within the statute of frauds and does not comply with its requirements."
24 *Westside Estate Agency, Inc. v. Randall*, 6 Cal. App. 5th 317, 323 (2016) (internal quotations
25 omitted); *see also Malerbi & Assocs. v. Seivert*, 191 Cal. App. 2d 760, 763 (1961) ("The question
26 of whether or not the pleaded contract meets the test of the statute of frauds may be posed by a
27 general demurrer.").

1 Under the statute of frauds that is codified in section 21700 of the Probate Code, a contract
2 to make or not to revoke a will, devise, or other instrument that is not in writing can be established
3 only by “[c]lear and convincing evidence of an agreement between the decedent and the claimant .
4 . that is enforceable in equity.” Prob. Code § 21700(a)(4). Equity will provide relief only where
5 “unconscionable injury . . . would result from denying enforcement of the contract after one party
6 has been induced by the other seriously to change his position in reliance on the contract.” *Byrne v.*
7 *Laura*, 52 Cal. App. 4th 1054, 1068 (1997). A plaintiff must do more than plead that the defendant
8 is equitably estopped from asserting the statute of frauds. *See Gressley v. Williams*, 193 Cal. App.
9 2d 636, 641 (1961). “The party pleading estoppel must allege *the facts* giving rise thereto, and all
10 the essential elements must be pleaded.” *Id.* (emphasis added).

11 Under the alleged oral and implied agreements with which Shari purportedly interfered,
12 Redstone promised to “include Sydney as a beneficiary in his personal trust as to one-half (1/2) of
13 the Beverly Park home and as to one-half of all of his cash, bonds, PSUs, stocks, and other non-real
14 property investments existing at his death.” Cross-Compl. ¶¶ 64, 66, 74, 76. Those alleged
15 agreements therefore fall within the statute of frauds. Sydney, however, does not plead the
16 necessary elements for equitable estoppel even in conclusory terms, much less through specific
17 factual allegations. Sydney does not allege that she entered into a relationship with Redstone,
18 moved into his residence, or otherwise changed her position *in reliance upon* the purported oral and
19 implied agreements. *See Byrne*, 52 Cal. App. 4th at 1069. Nor does she allege that she would be
20 “unconscionably injured” if the lack of a writing precluded any recovery beyond the more than \$75
21 million she has already obtained from Redstone. *Id.* Because Sydney does not plead the necessary
22 elements for equitable estoppel, the alleged oral and implied agreements are barred by the statute of
23 frauds and cannot serve as the basis for an interference claim. *See Bed, Bath & Beyond*, 52 Cal.
24 App. 4th at 879; *Bledsoe*, 30 Cal. App. 3d at 108.

25 The fact that the alleged oral and implied agreements also included promises by Redstone
26 that fall outside of Probate Code § 21700—namely, that Redstone would financially support
27 Sydney and her daughter prior to his passing—cannot save her claim. Where a contract includes
28 multiple promises, some of which are covered by the statute of frauds and others of which are not,

1 the promises not covered by the statute of frauds may be excised and enforced *only* insofar as they
2 “would otherwise be severable under standard rules of divisibility.” *Texaco, Inc. v. Ponsoldt*, 939
3 F.2d 794, 801 (9th Cir. 1991) (applying California law). “Generally speaking, the test of whether a
4 contract is divisible is that if the consideration is single, the contract is entire, but if the
5 consideration is apportioned, the contract may be regarded as severable.” *Simmons v. Cal. Inst. of*
6 *Tech.*, 34 Cal. 2d 264, 275 (1949). Here, Sydney claims that her promise to serve as Redstone’s
7 “confidante, companion, executive assistant, personal assistant, personal valet, stylist, household
8 manager, organizer, social secretary and health care manager” was the consideration for Redstone’s
9 promises both to support Sydney and his daughter while he is alive and to provide for them in his
10 estate plan upon his passing. Cross-Compl. ¶¶ 65, 67, 75, 77. Because the consideration is single,
11 the alleged oral and implied agreements are not divisible, and the statute of frauds bars Sydney’s
12 interference claims in their entirety.

13 **2. Sydney Does Not Adequately Plead An Actionable Breach Of The**
14 **Purported Oral And Implied Agreements**

15 Even if Sydney had adequately pled an enforceable oral or implied agreement (which she
16 has not), her interference claims would still fail because she has does not plead any actionable
17 breach. The only breach of the alleged agreements identified in the Cross-Complaint is Redstone
18 “tak[ing] Sydney and her daughter out of his estate plan.” Cross-Compl. ¶ 41.² California law is
19 clear, however, that the breach of a promise to provide for someone in a will or similar instrument
20 does not accrue until the promisor’s death. *See In re Marriage of Edwards*, 38 Cal. App. 4th 456,
21 460-61 (1995) (“No breach occurs until death, at which time a cause of action first accrues.”);
22 *Ludwicki v. Guerin*, 57 Cal. 2d 127, 130 (1961) (holding that “[a] contract to make a will is
23 breached only if it has not been complied with at the time of the promisor’s death”). Because
24 Redstone is still alive, *see* Cross-Compl. ¶ 41, the alleged agreements have yet to be breached.
25 Sydney cannot maintain claims against Shari for allegedly causing Redstone to breach those
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27
28 ² Sydney appears also to claim that Redstone breached the alleged oral and implied agreements by
filing his complaint in this action. Cross-Compl. ¶ 41. However, Sydney does not explain how the
filing of an elder abuse action could possibly constitute a breach of those agreements.

1 agreements before a breach has actually occurred. *See Trembath v. Digardi*, 43 Cal. App. 3d 834,
2 836-37 (1974).

3 **3. Sydney Does Not Adequately Plead Shari's Knowledge Of The Alleged**
4 **Oral And Implied Agreements**

5 Sydney's interference claims also fail for a third, independent reason: She does not
6 adequately plead Shari's knowledge of the alleged agreements between Sydney and Redstone,
7 which is an essential element of the claims. *See Pac. Gas & Elec. Co. v. Bear Stearns & Co.*, 50
8 Cal. 3d 1118, 1126 (1990); *Bledsoe*, 30 Cal. App. 3d at 108. It is not enough for a plaintiff to
9 allege knowledge in conclusory terms. Rather, a plaintiff must allege facts showing that the
10 defendant was aware of both the existence and terms of the underlying contract. *See Winchester*
11 *Mystery House, LLC v. Global Asylum, Inc.*, 210 Cal. App. 4th 579, 596-97 (2012).

12 Sydney does not plead any *facts* to support her conclusory assertion that "Shari knew that
13 Redstone entered into the agreement with Sydney." Cross-Compl. ¶¶ 68, 78. "It is settled law that
14 a pleading must allege facts and not conclusions, and that material facts must be alleged directly
15 and not by way of recital." *Ankeny v. Lockheed Missiles & Space Co.*, 88 Cal. App. 3d 531, 537
16 (1979)); *see Trindale v. Reach Media Grp., LLC*, 2013 WL 3977034, at *15 (N.D. Cal. July 31,
17 2013) (granting motion to dismiss interference claim where complaint included "bare" allegation of
18 knowledge of underlying contractual relationship). Sydney does not even state whether "the
19 agreement" of which Shari purportedly had knowledge was the alleged oral or implied agreement,
20 much less explain how Shari became aware of that agreement and its terms. For this and the other
21 reasons discussed above, Sydney's fifth and sixth causes of action fail to state a claim for relief.

22 **B. The Court Should Strike Sydney's Prayer For Expectancy Damages On Her**
23 **Privacy Claims**

24 In addition to sustaining Shari's demurrer to Sydney's interference claims, the Court should
25 also strike Sydney's prayer for expectancy damages on her remaining causes of action for common
26 law invasion of privacy. Civ. Proc. Code § 436; *see Smith v. Superior Ct.*, 10 Cal. App. 4th 1033,
27 1036-42 (1992) (issuing peremptory writ directing trial court to enter order striking prayer for
28 damages that could not be recovered on stated claim).

1 Sydney's privacy claims are based on her contention that, beginning in the fall of 2014,
2 Shari requested and received information concerning "private on-goings in the Redstone
3 residence," including "the most intimate details of Redstone and Sydney's life together." Cross-
4 Compl. ¶¶ 29-31. Sydney seeks to recover as damages on those claims not only compensation for
5 the emotional distress she allegedly suffered as a result of Shari's alleged invasions of privacy, but
6 also "the loss of Redstone's bequests to Sydney in his estate plan." Cross-Compl. ¶¶ 46, 55.
7 Setting aside Sydney's failure to plead any causal connection between the alleged invasions of
8 privacy and Redstone's decision to remove Sydney from his estate plan, those simply are not the
9 type of damages that can be recovered on a privacy claim.

10 "The gist of the cause of action in a privacy case is not injury to the character or reputation,
11 but a direct wrong of a personal character resulting in injury to the feelings." *Fairfield v. Am.*
12 *Photocopy Equip. Co.*, 138 Cal. App. 2d 82, 86 (1955). "The injury is mental and subjective." *Id.*
13 A plaintiff who proves a common law invasion of privacy may recover "compensation for injury to
14 his peace of mind and to his feelings." *Id.* at 88; see *Miller v. Nat. Broad. Co.*, 187 Cal. App. 3d
15 1463, 1484-85 (1986) (damages recoverable on an intrusion claim consist of "emotional distress
16 damages, i.e., anxiety, embarrassment, humiliation, shame, depression, feelings of powerlessness,
17 anguish, etc."). Special damages directly related to alleged emotional distress, such as
18 psychotherapy charges, may also be recovered. See *Diaz v. Oakland Tribune, Inc.*, 139 Cal. App.
19 3d 118, 136 (1983). However, damages for injury to "property, business, pecuniary interest, or the
20 standing of the individual in the community" cannot. See *Fairfield*, 138 Cal. App. 2d at 86.

21 This does not mean that Sydney would have no remedy if Shari had, in fact, unduly
22 influenced Redstone to remove Sydney from his estate plan. As a former devisee, Sydney has
23 standing to petition in Probate Court to set aside her removal as a beneficiary of Redstone's trust.
24 Prob. Code § 17200; see *David v. Hermann*, 129 Cal. App. 4th 672, 682-85 (2005) (affirming
25 adjudication under § 17200 that trust amendment was invalid on account of alleged incapacity and
26 undue influence). What Sydney cannot do is make an end run around the Probate Code by seeking
27 the same recovery under the guise of a privacy claim. See *Beckwith v. Dahl*, 205 Cal. App. 4th
28 1039, 1052 (2012) ("If we were to permit, much less encourage, dual litigation tracks for

1 disgruntled heirs, we would risk destabilizing the law of probate and creating uncertainty and
2 inconsistency in its place. We would risk undermining the legislative intent inherent in creating the
3 Probate Code as the preferable, if not exclusive, remedy for disputes over testamentary
4 documents.”).


5 For each of these reasons, the Court should strike Sydney’s prayer for expectancy damages
6 on her first, second, and third causes of action for common law invasions of privacy.

7 **V. CONCLUSION**

8 For the foregoing reasons, Shari respectfully requests that the Court (1) sustain her
9 demurrer to Sydney’s fifth and sixth causes of action, for alleged interference with contractual
10 relations and inducing breach of contract; and (2) strike Sydney’s prayer for expectancy damages
11 on her first, second, and third causes of action, for alleged common law invasions of privacy.

12 Dated: February 27, 2017

HUESTON HENNIGAN LLP

13
14 By: 
15 Robert N. Klieger
16 Attorneys for Cross-Defendant
17 Shari Redstone
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03/03/2017

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18
3 and not a party to the within action. My business address is 523 West 6th Street, Suite 400, Los
4 Angeles, CA 90014.

5 On February 27, 2017, I served the foregoing document described as: **CROSS-
6 DEFENDANT SHARI REDSTONE'S NOTICE OF DEMURRER AND DEMURRER TO
7 AND MOTION TO STRIKE CROSS-COMPLAINANT SYDNEY HOLLAND'S CROSS-
8 COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES** on each interested party
9 in this action as stated below:

7 **Counsel for Manuela Herzer**

8 Ronald Richards, Esq.
9 LAW OFFICES OF RONALD RICHARDS &
10 ASSOCIATES, A.P.C.
11 P.O. Box 11480
12 Beverly Hills, CA 90213
13 ron@ronaldrichards.com

Counsel for Sydney Holland

Mark Holscher, Esq.
KIRKLAND & ELLIS LLP
333 S. Hope Street
Los Angeles, CA 90071
mark.holscher@kirkland.com

**Counsel for Jeremy Jagiello and Joseph
Octaviano**

Bonnie Moore, Esq.
FAEGRE BAKER DANIELS
1990 S. Bundy Drive, Suite 620
Los Angeles, CA 90025
bonita.moore@FaegreBD.com

11 Geoffrey S. Long, Esq.
12 LAW OFFICES OF GEOFFREY LONG,
13 A.P.C.
14 1601 N. Sepulveda Blvd., #729
15 Manhattan Beach, CA 90266
16 glong0607@gmail.com

Counsel for Giovanni Paz

Matthew E. Hess, Esq.
1801 Century Park East
24th Floor
Los Angeles, CA 90067
matthew.hess@hesslawyers.com

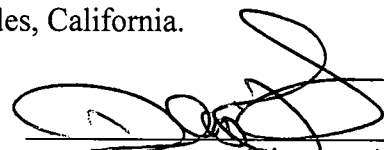
15 Louis R. Miller, Esq.
16 Jason H. Tokoro, Esq.
17 MILLER BARONDESS LLP
18 1999 Avenue of the Stars, Suite 1000
19 Los Angeles, CA 90067
20 smiller@millerbarondess.com
21 jtokoro@millerbarondess.com

19 (BY MAIL) By placing a true copy of the foregoing document(s) in a sealed envelope
20 addressed as set forth above. I placed each such envelope for collection and mailing
21 following ordinary business practices. I am readily familiar with this Firm's practice for
22 collection and processing of correspondence for mailing. Under that practice, the
23 correspondence would be deposited with the United States Postal Service on that same day,
24 with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of
25 business. I am aware that on motion of the party served, service is presumed invalid if
26 postal cancellation date or postage meter date is more than one day after date of deposit for
27 mailing in affidavit.

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

26 Executed on February 27, 2017, at Los Angeles, California.

27 Debi Del Grande
28 (Type or print name)

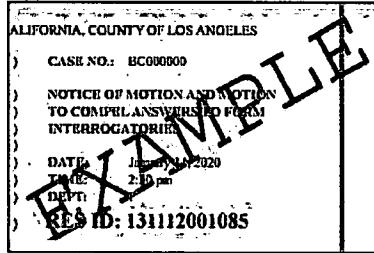

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03/03/2017

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INSTRUCTIONS

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RESERVATION INFORMATION

Reservation ID: 170227198837
Transaction Date: February 27, 2017
Case Number: BC638054
Case Title: SUMNER M REDSTONE VS MANUELA HERZER ET AL
Party: SHARI REDSTONE (Cross-defendant)
Courthouse: Stanley Mosk Courthouse
Department: 24
Reservation Type: Demurrer - with Motion to Strike
Date: 5/9/2017
Time: 08:30 am

FEE INFORMATION (Fees are non-refundable)

First Paper Fee: (See below)

Description	Receipt	Fee
First Paper (Unlimited Civil)	1170227K6864-1	\$435.00
Motion to Strike (not anti-SLAPP)	1170227K6864-2	\$60.00
Total Fees:		\$495.00

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03/03/2017