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10 Attorneys Specially Appearing for Defendants

11 **THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13 CHRISTINA GARNER, an individual;

14 Plaintiff,

15 vs.

16 SHANA RAYWOOD dba REBECCA
17 HAMILTON, an individual; QBW SERVICES,
18 LLC, a Florida limited liability company; and
19 DOES 1-20, inclusive,

20 Defendants.

Case No.: BC664530

DECLARATION OF SHANA RAYWOOD

The Honorable Frederick C. Shaller, Dept. 46

SPECIAL APPEARANCE

Date: August 31, 2017
Time: 8:30am
Dept.: 46
Reservation No.: 170728238355

[Concurrently-filed with Motion to Quash
Service of Summons, or in the Alternative, to
Dismiss or Stay for *Forum Non Conveniens*]

21 I, Shana Raywood, hereby declare as follows:

22 1. I am the defendant in the above-captioned matter, and I submit this declaration in
23 support of the Motion to Quash Service of Summons, or in the Alternative, to Dismiss or Stay for
24 *Forum Non Conveniens*. I have personal knowledge of the facts contained herein, and if called upon to
25 testify, I could and would competently do so.

26 2. I am the owner of defendant QBW Service, LLC ("QBW"), a Florida-registered limited
27 liability company with a principal place of business located at 300 E Oakland Park Blvd., Suite #162,
28

1 Oakland Park, FL 33334. I am a New York Times best-selling author and I live at my residence at 210
2 Tall Tree Rd., Athens, GA 30606 (the "Residence"). Both QBW and I were served with the lawsuit at
3 my Residence.

4 3. I spend most if not all of my time at my Residence, and intend to remain there for the
5 foreseeable future. My and QBW's business, which is to contract with and provide independent
6 authors with book covers, promotional images, and other marketing incentives, does not have anything
7 to do with the California market. The independent authors, a vast majority of whom are located in
8 states other than California, decide for themselves where to market their newly-advertised works.

9 4. I and QBW conduct hardly any sales in California, have never resided, owned, leased
10 property, nor worked in California, and maintain no operational structure in California whatsoever.
11 QBW's main contractors live and work in Tennessee within driving distance of the Residence, my
12 assistants on running the subject boxed sets live in Oregon and Ohio, my cover designer lives in
13 Pennsylvania, my agent lives in Italy, my social media director lives in New Jersey, and my
14 promotional image designer lives in New York.

15 5. A vast majority of my and QBW's sales are to states other than California, and also
16 include other countries across the Atlantic Ocean in Europe, such as France. On one occasion, QBW
17 and I became involved with an independent author, Plaintiff, allegedly residing in California, who now
18 maintains a dispute here locally apparently based on my Facebook comments and QBW's contracts
19 with her.

20 6. QBW and I did not negotiate, sign, or perform the contracts attached to the Complaint
21 with Plaintiff in California. And, although the we provide marketing materials to Plaintiff for her
22 books along with other incentives, there is nothing in the contracts directing Plaintiff to market her
23 independent works to California. We have no way of knowing where Plaintiff or any one of our other
24 hundreds of authors, will choose to market their own, independently-written novels.

25 7. Furthermore, QBW does not market their products toward California, has scarcely
26 contracted with any other author in California, and I do not even write the books that ultimately get
27 marketed under these contracts. As for the Facebook posts, the Facebook groups alleged in the
28

1 Complaint contained authors from throughout the United States, and I had no intention to target any
2 conduct at California specifically. I made the subject Facebook postings while located in Georgia.

3 8. To assist the Court, I and QBW would be willing to stipulate several helpful conditions,
4 including a submission to personal jurisdiction and a waiver of procedural defenses, such as statute of
5 limitations, should this Court dismiss or stay this lawsuit in California. Specifically, we would
6 stipulate to the following should this Court dismiss or stay the lawsuit: (i) submission to jurisdiction in
7 Georgia or Florida; (ii) compliance with future discovery orders; (iii) agreement to make past and
8 present employees reasonably available to testify at cost if so ordered; (iv) tolling of statute of
9 limitations; (v) agreement to make documents available pursuant to order; (vi) agreement that
10 depositions proceed; and (vii) agreement to pay any final judgments rendered in Georgia or Florida.

11
12 I declare under penalty of perjury under the laws of the United States and the State of
13 California, that the foregoing is true and correct. Executed this 28th day of July in Athens, Georgia.

14
15 
16 _____
SHANA RAYWOOD

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF ORANGE)

5 I am employed in the County of Orange, State of California. I am over the age of 18 and
6 not a party to the within action. My business address is 85 Enterprise, Suite 310, Aliso
7 Viejo, CA 92656.

8 On July 31, 2017, I served the following document(s) described as follows:

9 **DECLARATION OF SHANA RAYWOOD**

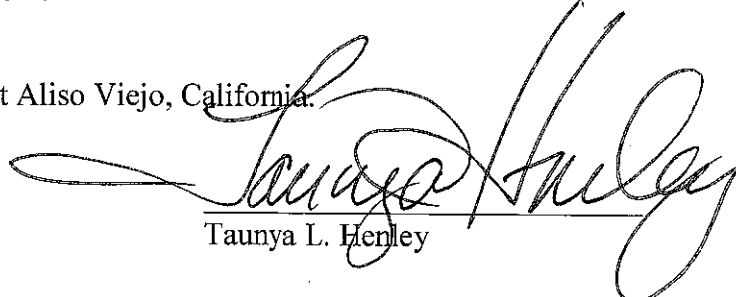
10 On the following interested parties in this action:

11 Michelle Seañez, Esq.
12 Seañez Legal
13 13351 Riverside Drive, Suite 400
14 Sherman Oaks, CA 9123
15 Tel: (818) 538-6850
16 Fax: (818) 561-3994
17 *Attorney for Plaintiff*

18 **VIA MAIL -- CCP §1013(a)**. I caused a true copy of said document(s) to be placed in a
19 sealed envelope, addressed as above and placed for collection and processing under the
20 firm's ordinary course of business. I am readily familiar with Kushner Carlson's practice
21 of collecting, processing and depositing correspondence for mailing. Under this practice,
22 envelopes would be deposited with the United States Postal Service at Aliso Viejo,
23 California the same day with postage thereon fully prepaid.

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 July 31, 2017, at Aliso Viejo, California.

27 
28 Taunya L. Henley