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11 GREATER LOS ANGELES ZOO ASSOCIATION

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF LOS ANGELES, CENTRAL DISTRICT  
14

15 THE CITY OF LOS ANGELES,

16 Plaintiff,

17 v.

18 GREATER LOS ANGELES ZOO  
ASSOCIATION, a California nonprofit  
19 corporation, and DOES 1-50, inclusive,

20 Defendants.  
21  
22  
23  
24  
25

Case No. 24STCV33753

Assigned to Hon. Kerry Bensinger  
Dept. 31

**DECLARATION OF DAWN  
PETERSEN-AMEND IN SUPPORT OF  
DEFENDANT GREATER LOS  
ANGELES ZOO ASSOCIATION'S  
OPPOSITION TO PLAINTIFF'S  
AMENDED MOTION FOR  
PRELIMINARY INJUNCTION**

*[Filed concurrently: Opposition; Request  
for Judicial Notice; Compendium of  
Evidence]*

Hearing Date: May 14, 2025  
Time: 8:30 AM  
Dept.: 31

1                                    **DECLARATION OF DAWN PETERSEN-AMEND**

2            I, Dawn Petersen-Amend, declare:

3            1.        I am the Interim President of Greater Los Angeles Zoo Association (“GLAZA”),  
4            the defendant in the above-captioned action. I was GLAZA’s Interim President for four months  
5            in 2019, and I have again been GLAZA’s Interim President since September of 2023. I have been  
6            employed with GLAZA since 2010 and have served as its General Counsel from 2014 to the  
7            present. I am an attorney at law duly licensed to practice before all Courts of the State of  
8            California. I make this Declaration in support of GLAZA’s opposition to the City of Los Angeles’s  
9            (the “City”) amended motion for preliminary injunction. I have personal knowledge of the matters  
10           set forth herein, and if called as a witness, I could and would testify competently to the facts set  
11           forth herein.

12           **GLAZA is a Separate and Distinct Entity from the Zoo and Will Continue to Support the**  
13           **Zoo After the Interim Agreement Expires**

14           2.        GLAZA is a nonprofit public benefit organization organized under the California  
15           Nonprofit Public Benefit Corporation Law and operates for charitable, scientific, literary, and  
16           education purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986,  
17           as amended.

18           3.        GLAZA was incorporated in 1963, three years before the Los Angeles Zoo &  
19           Botanical Gardens (the “Zoo”) opened. The Zoo replaced the Griffith Park Zoo.

20           4.        GLAZA is a separate and distinct entity from both the Plaintiff and the Zoo.

21           5.        GLAZA is governed by a Board of Trustees (the “Board”) and managed by its own  
22           officers. No City or Zoo official sits on GLAZA’s Board. Currently there are twenty-five (25)  
23           Trustees, and the Trustees include individuals who have deep connections in the community and  
24           with animal welfare, fundraising and finance.

25           6.        GLAZA’s Articles of Incorporation and bylaws do not provide the City the right to  
26           appoint Trustees or officers. A true and correct copy of GLAZA’s current Articles of Incorporation  
27           is attached as Exhibit 9 to GLAZA’s Compendium of Evidence (the “Compendium”). A true and  
28           correct copy of GLAZA’s current bylaws is attached as Exhibit 10 to the Compendium.

1           7.       GLAZA manages funds that have been donated to GLAZA, including funds  
2 donated for the benefit of the Zoo. As an independent nonprofit public benefit organization,  
3 GLAZA also raises and uses funds for its own operations including, but not limited to, paying  
4 certain employees. Almost all of the donations that GLAZA receives are made payable to it,  
5 including but not limited to smaller donations via credit card and larger gifts or bequests from  
6 major donors and estates via checks. On rare occasions, GLAZA may receive a check made  
7 payable to the Zoo and such checks are generally very small, one-time donations.

8           8.       GLAZA maintains funds donated to it in various types of accounts, depending on  
9 donor intent. Funds donated to GLAZA for GLAZA's own use are maintained in GLAZA's  
10 restricted accounts. Funds donated to GLAZA with a restricted purpose for the Zoo are maintained  
11 by GLAZA in donor restricted accounts. GLAZA also maintains "unrestricted funds," which are  
12 funds donated to GLAZA without any restricted purpose. Pursuant to the Interim Agreement,  
13 GLAZA makes available to the Zoo the first \$300,000 of unrestricted funds raised each year into  
14 the Zoo Assistance Fund ("ZAF"). GLAZA receives unrestricted gifts and bequests, which are  
15 given to GLAZA with no specific restriction from the donor or the donor's estate, that are held in  
16 GLAZA's endowment. GLAZA also receives restricted bequests that are placed in a restricted  
17 account in the endowment. These various types of accounts that GLAZA maintains are separately  
18 coded in GLAZA's general ledger.

19           9.       GLAZA has an Investment Policy Statement that sets forth GLAZA's investment  
20 policies and objectives for GLAZA's endowment fund as determined by GLAZA's Board of  
21 Trustees for an investment manager and an investment advisor. The Investment Policy Statement  
22 contains guidelines and restrictions for GLAZA's endowment fund, as agreed upon by GLAZA's  
23 Board of Trustees and the investment manager. A true and correct copy of the current Investment  
24 Policy is attached as Exhibit 11 to the Compendium. The Investment Policy Statement  
25 incorporates the requirements of the California Uniform Prudent Management of Institutional  
26 Funds Act ("UPMIFA").

27           10.       GLAZA's Investment Policy Statement limits the amount of its annual distribution  
28 and provides that GLAZA's Board of Trustees can approve additional distributions if specific

needs arise. The Investment Policy Statement also provides that where certain needs arise at the Zoo which require funding in excess of the annual endowment distribution, the Zoo director may submit a request to the Board of Trustees who will review and vote on the request after receiving a recommendation from GLAZA's Finance Committee.

11. GLAZA's Investment Policy Statement, Articles of Incorporation, and bylaws do not provide the City with control over GLAZA's endowment or assets.

12. In the past, GLAZA has used its own restricted funds (but not funds donated for a restricted purpose for the Zoo), distributions from its endowment, and unrestricted funds to pay its own operating expenses and legal expenses. Such use is consistent with GLAZA's organizational purpose and consistent with California law and the typical operation of non-profit organizations in California and throughout the country.

13. In August and September of 2023, GLAZA and the City negotiated a "Term Sheet" for the Interim Agreement between GLAZA and the City. *See* Amended Declaration of Denise M. Verret in Support of Plaintiff's Motion for Preliminary Injunction ("Am. Verret Decl."), ¶ 8; Exhibit 4 to Plaintiff's Amended Compendium of Evidence ("Plaintiff's Amended Compendium"). During negotiations, the City proposed terms which provided: "In the event of the termination of the Operating Agreement, with no extension or successor agreement in place, GLAZA agrees that all monies remaining in GLAZA funds and accounts shall be paid over in full to the Zoo within 60 days of such termination." A true and correct copy of the City's proposed term sheet is attached as Exhibit 12 to the Compendium. GLAZA rejected these terms, and they were not included in the final term sheet. *See* Am. Verret Decl., Ex. 4 at Attachment A, p. 7. The final Interim Agreement executed by GLAZA on May 29, 2024, and by the City on May 30, 2024, which governs the parties' relationship, also does not require GLAZA to turn over all of its funds to the City if the Interim Agreement terminates with no extension or successor agreement in place. *See* Compl. Ex. 1, § 12. Rather, the Interim Agreement only requires GLAZA to pay to the City "all monies remaining in GLAZA funds and accounts for the specific benefit of the Zoo" in the event of GLAZA's dissolution. *Id.*, § 13.

14. I am a non-voting staff member for GLAZA's Ad Hoc Future Committee, which is

evaluating GLAZA's continuation after the Interim Agreement with the City expires on June 30, 2025.

15. GLAZA has no plans to dissolve after the Interim Agreement expires on June 30, 2025.

16. After the Interim Agreement expires, GLAZA will continue to manage the spending of funds donated for a restricted purpose for the Zoo, as it has in the past including when there was no operating agreement in place between the City and GLAZA. GLAZA is obligated to ensure that these restricted funds are used consistent with their restricted or specific purpose (i.e., according to the terms of the gift). GLAZA will also continue to manage unrestricted endowment funds after the Interim Agreement expires.

17. With the Interim Agreement expiring on June 30, 2025, GLAZA's Board of Trustees recently approved a Grantmaking Policy for Use of GLAZA's Endowment Fund by the Zoo, effective July 1, 2025 (the "Zoo Grantmaking Policy"), and a Reimbursement Policy for Distribution of Zoo Restricted Funds (the "Restricted Funds Reimbursement Policy"). A true and correct copy of the Resolution of the Board of Trustees of GLAZA, which attaches the Zoo Grantmaking Policy and Restricted Funds Reimbursement Policy, is attached as Exhibit 2 to the Compendium.

18. Pursuant to the Zoo Grantmaking Policy and Restricted Funds Reimbursement Policy, GLAZA has procedures in place for ensuring that all distributions made by GLAZA to the Zoo from its endowment and from the donor restricted funds continue to be consistent with donor intent and GLAZA's purposes, including and specifically, GLAZA's purpose to support the Zoo and its mission.

19. GLAZA maintains several insurance policies, including a Non-Profit Asset Protection Policy with RLI Insurance Company ("RLI"). GLAZA reported this lawsuit to RLI, and RLI has agreed to participate in GLAZA's defense in this lawsuit, subject to a reservation of rights.

**The City's Failure to Improve the Zoo and Its Mismanagement of Funds**

20. The Zoo has failed to improve the Zoo with funds available to it and has

mismanaged the funds that it has received.

21. The Zoo has failed to begin repairs of the François' langur monkey exhibit. The François' langurs were removed from their exhibit for several months after one temporarily escaped the exhibit nearly a year ago in June 2024.

22. The Zoo requested \$2 million from GLAZA for emergency repairs and renovations to the enclosure for the François' langur monkey exhibit. GLAZA raised the funds within one week.

23. Ms. Verret directed GLAZA to deposit \$1.5 million of the funds in a bank account called City of Los Angeles, per a bank letter from JP Morgan Chase. Ms. Verret directed GLAZA to retain the remaining \$500,000 to pay for aesthetic and interpretative components of the renovation.

24. GLAZA deposited the \$1.5 million with the City as instructed on or about September 16, 2024.

25. On January 2, 2025, a Zoo accountant contacted GLAZA and said GLAZA's deposit could not be found. Eric Happe, GLAZA's Director of Finance, had to inform the accountant where the funds had been deposited. As of that date, the City had not made any repairs to the François' langur monkey exhibit.

26. If GLAZA had retained possession of these funds, it would have kept them in an investment account where additional funds could be earned to benefit the Zoo.

27. Treetops is the primary large – and the only covered – event space at the Zoo and is used for large events and for most large site rentals. GLAZA used Treetops to host the Beastly Ball over many years up through and including 2023. As has always been the case, the vast majority of funds raised at the Beastly Ball were unrestricted donations raised for GLAZA's charitable purposes. The only funds raised at the Beastly Ball that are specifically restricted for the Zoo are donations pledged for Zoo-specific causes during a paddle raise event.

28. In mid-May 2024, shortly before the Beastly Ball, Treetops experienced a structural failure and was immediately closed. When the closure occurred, a 500-student prom was scheduled to be held the following evening and rentals were already set up underneath the roof.

1 For safety reasons, the adjacent carousel, which GLAZA funded and built, was also closed for  
2 several months.

3 29. Treetops remains closed and is not able to be used for site rentals, including serving  
4 as a space for the Beastly Ball.

5 30. It is the Zoo's responsibility to repair the Treetops structure. To my knowledge,  
6 neither the City nor the Zoo have repaired the Treetops structure and neither the City nor the Zoo  
7 have requested funding from GLAZA to address this site's structural failure.

8 31. Due to the ending of the City's contractual relationship with GLAZA and a lack of  
9 enthusiasm for the Beastly Ball from its primary supporters – GLAZA's Board of Trustees and  
10 their colleagues and friends – GLAZA determined that the expenses associated with hosting a  
11 Beastly Ball in 2025 would not be a good use of funds for the purposes of raising additional  
12 charitable contributions. I explained the reasons for the cancellation of the Beastly Ball to Ms.  
13 Verret in my October 30, 2024, and November 1, 2024, emails attached as Exhibit 22 to Plaintiff's  
14 Amended Compendium.

15 32. Similar to the Treetops event space, the Zoo closed the viewing platform at the  
16 Cambodia area of the Elephants of Asia exhibit to the public on November 6, 2024 due to the  
17 structural failure of the supporting beams. Fixing the structural failure is the responsibility of the  
18 Zoo. To my knowledge, neither the City nor the Zoo have taken steps to fix this structural failure  
19 or request funding from GLAZA to address this site's structural failure.

20 33. The viewing platform is a popular site rental and fundraising space and its closure  
21 has eliminated another revenue-generating location in the Zoo.

22 34. On April 22, 2025, Ms. Verret announced that the Zoo is relocating its two  
23 remaining Asian elephants to the Tulsa Zoo.

24 35. GLAZA first became aware of Ms. Verret's decision to relocate these elephants  
25 when she announced it to the general public on April 22, 2025. GLAZA will likely have to return  
26 approximately \$97,000 to donors who donated funds to be used for the elephants. This includes a  
27 \$73,000 donation that GLAZA solicited just last year in 2024 at the Zoo's request for rubber  
28 flooring in the elephant barn. It is unclear why the Zoo would request donations for flooring for

1 the elephant barn within a year of deciding to relocate those elephants to another zoo. Based on  
2 my years of experience of interacting with GLAZA's donors, the Zoo's decision to relocate the  
3 elephants a short time after asking GLAZA to raise funds for the elephants will lead to donors  
4 losing confidence in the Zoo, that will in turn discourage them from future giving to the Zoo. It is  
5 unclear whether Ms. Verret and the City/Zoo have an understanding of how to properly manage  
6 donor relationships. It is seriously concerning that Ms. Verret has apparently made the decision to  
7 have the City take over the Zoo's fundraising efforts after the expiration of the Interim Agreement  
8 on June 30, 2025 after being unable to find an outside vendor – either for-profit or non-profit –  
9 willing to handle this task through the City's RFP process.

10 36. GLAZA conducted fundraising for the Cape Vulture exhibit and completed  
11 fundraising seven years ago in 2018. The City did not timely use the funds available to it to  
12 complete the exhibit, which resulted in increased costs of approximately \$1 million. A grant from  
13 the State of California provided funds to cover increased costs in 2022. The exhibit was only  
14 recently completed in late December 2024.

15 37. GLAZA's donors provided over \$400,000 in funding for the renovation of Swan  
16 Lake at the Zoo between 2017 and 2020. The City did not timely use the funds available to it to  
17 complete the renovation, which resulted in increased costs of \$285,000. A grant from the State of  
18 California provided \$100,000 in funds to cover some of those increased costs in 2024. The Zoo  
19 used \$185,999 from the Zoo Development Surplus Fund ("ZSDF") to fund the balance. The area  
20 finally opened very recently on April 22, 2025.

21 38. When GLAZA learned that the Zoo planned to open Swan Lake, it asked Ms. Verret  
22 to delay the opening by a few weeks to May 17, 2025, so that a long-term donor family who had  
23 donated significant funds to the renovation could preview Swan Lake before it opened to the  
24 public. This is a standard courtesy to offer to donors to help ensure that they continue to donate.  
25 However, Ms. Verret ignored GLAZA's request, and the Zoo opened Swan Lake to the public on  
26 April 22, 2025, before the donor preview could occur. Like the mishandling of the donation for  
27 the elephant flooring noted above, these types of failures by Ms. Verret and the City/Zoo to  
28



1 properly handle donor relations can and do have serious implications for future donations to the  
2 Zoo.

3 39. The Angela Collier Garden (“ACG”) project is intended to turn an approximately  
4 2-acre area adjacent to The Children’s Discovery Center Park in the Zoo into a large, flexible  
5 community and event space that could be used to raise substantial rental revenue for the Zoo. The  
6 project was developed in 2017 by GLAZA’s President at the time, Connie Morgan, and the Zoo  
7 Director at that time, John Lewis. Ms. Verret incorrectly implies that the Project was conceived  
8 during the Covid-19 pandemic to meet a need for outdoor gathering space but this is not correct.  
9 *See* Am. Verret Decl. ¶ 20.

10 40. GLAZA donors pledged over \$6 million to fully fund the ACG project based on its  
11 initial projected cost.

12 41. GLAZA has paid over \$1 million to design and engineering firms for design and  
13 engineering plans and studies.

14 42. The State of California provided a grant of \$2.21 million for four capital projects,  
15 which included the ACG, and three other projects: the Cape Vulture exhibit, Swan Lake, and an  
16 inclusive restroom design study. \$1 million of the State’s grant was to be used for the ACG.

17 43. After GLAZA spent significant sums on design and engineering services, the Zoo  
18 decided to include the ACG project in the Zoo’s Vision Plan and associated environmental impact  
19 report, even though the ACG project had been separate from the Zoo’s Vision plan for several  
20 years and GLAZA was close to obtaining the required permit for construction of the ACG project.

21 44. In September of 2023, the Friends of Griffith Park filed a lawsuit to stop the Zoo’s  
22 Vision Plan, which has substantially delayed commencement of construction of the ACG project.

23 45. As of November 2024, the Zoo estimated that the ACG project will cost  
24 approximately \$12.2 million, which is 200% more than its original cost, if it begins in 2025.  
25 Delaying this project beyond 2025 will likely lead to more cost increases.

26 46. The \$1 million grant from the State was going to expire if it was not spent by the  
27 end of 2024. However, GLAZA asked for and obtained an extension from the State to the end of  
28 2025 to use the funds. Specifically, this is a reimbursement grant, so qualifying expenditures must

1 be made prior to the new December 31, 2025, deadline. As a result, this State grant again will be  
2 in jeopardy within months if the City persists in delaying the commencement of this project.

3 47. Given these developments, multiple donors for the ACG project have withdrawn  
4 their pledges or instructed GLAZA to redirect their donations to other projects or to GLAZA's  
5 restricted funds. For example, one donor rescinded a \$500,000 pledge last summer due to lack of  
6 progress on the ACG project.

7 48. In the Zoo's proposed budget for 2025-2026 that it submitted to the City in  
8 November of 2024, the Zoo refers to the event space as "The Children's Discovery Center Park  
9 and Garden" instead of the "Angela Collier Garden."

10 49. GLAZA has referred to the space as the "Angela Collier Garden" since receiving a  
11 "naming gift" from the Angela Collier Foundation. The decision to not refer to the event space as  
12 the "Angela Collier Garden" reflects the Zoo's lack of acknowledgment to the donors and its intent  
13 to recharacterize the event space as a project developed by the Zoo rather than by GLAZA.

14 50. The Muriel Ranch Contact Yard at the Zoo is a space where visitors can interact  
15 with some of the Zoo's animals under the supervision of volunteers and staff.

16 51. The Maxwell H. Gluck Foundation is a separate private family foundation which  
17 provided financial support for the Muriel Ranch Contact Yard through GLAZA.

18 52. The Zoo closed the Contact Yard to the public in February 2024, claiming it was  
19 due to aging animals and decaying infrastructure. However, the types of animals in the Contact  
20 Yard, such as goats and sheep, can be easily replaced and I am not aware of any decaying  
21 infrastructure, except for a single handwashing station outside of the Contact Yard that was run  
22 down. The Zoo did not ask GLAZA to replace or refurbish the handwashing station.

23 53. After learning of the closure, GLAZA, the Maxwell H. Gluck Foundation, and Zoo  
24 staff met to discuss the future of the Contact Yard. The Maxwell H. Gluck Foundation offered to  
25 continue supporting staffing for the Contact Yard and to provide additional financial support for  
26 repairs to the infrastructure and for animal care or new animals. The Zoo declined to accept this  
27 support. The Maxwell H. Gluck Foundation then demanded the return of their remaining balance  
28 of their donations for the Contact Yard and revoked continued funding from the foundation.

1 GLAZA returned \$62,606.97 to the Maxwell H. Gluck Foundation in March 2024, pursuant to its  
2 request.

3 54. The Muriel Ranch Contact Yard is inside the area of the Winnick Family Children's  
4 Zoo. The nursery area in the Winnick Family Children's Zoo was also closed for several months.  
5 The Zoo stated that the pergola above the nursery area was failing and that the area was not safe.  
6 Based on a recent visit to the area, it appears the pergola has been minimized and painted, but not  
7 replaced. To my knowledge, neither the City nor the Zoo have requested funding from GLAZA  
8 to repair or replace the pergola.

9 55. In the Zoo's proposed budget submitted to the City Council in November 2024, it  
10 admitted that the AZA and USDA had inspected the Zoo and identified several concerns related  
11 to maintenance and necessary repairs. Ms. Verret and the Zoo have not asked GLAZA to provide  
12 any funding for those repairs, despite admitting in the proposed budget that one of the AZA  
13 inspection team's major concerns "was a lack of funding dedicated to deferred maintenance and  
14 capital improvements at the Zoo for both public and back-of-house areas." A true and correct copy  
15 of an excerpt from the Zoo's Proposed Budget is attached as Exhibit 13 to the Compendium.

16 56. Sadly, the number of animals at the Zoo has declined markedly since 2019. The  
17 total number of mammals, avians, reptiles, amphibians, fish, and invertebrates has decreased from  
18 2,852 in June 2019 to only 1,738 as of March 2024. Each category of animals has decreased in  
19 numbers over that time.

20 57. Member attendance has also declined over that period of time. In fiscal year 2018-  
21 2019, member attendance was 605,413 and general daytime attendance was 1,552,340. In the last  
22 complete fiscal year for 2023-2024, member attendance decreased to 458,038, and general daytime  
23 attendance was down to 1,397,083. The number of member households also decreased from  
24 52,630 in fiscal year 2018-2019 to 37,621 as of March 31, 2025. Membership revenue decreased  
25 from \$6,229,909 in fiscal year 2018-2019 to \$4,906,687 in fiscal year 2023-2024.

26 58. Donors have rescinded donations because the City has failed to use the donated  
27 funds for their intended purpose.

28 59. Docents, who are committed volunteers who are among those individuals who are

likely to include the Zoo in their estate plans, have told me that because the City is ending its relationship with GLAZA, they intend to change their estate plans to no longer include the Zoo as a beneficiary because while they would be comfortable giving to GLAZA, they would not be comfortable with that money now going to the City.

60. In the fall of 2024, GLAZA decided to temporarily suspend the 2025 docent class. I explained in detail the reasons for the suspension of the 2025 docent class in my November 4, 2024, email to Ms. Verret that is attached as Exhibit 23 to Plaintiff's Amended Compendium. In summary, new docents make significant investments, both financially and in their personal and professional schedules, to become docents. New docents must attend a 19-week course and make a two-year commitment to work a minimum of 100 hours per year. Due to the Interim Agreement expiring, GLAZA will no longer be at the Zoo for the time period required for new docent to complete the 3-month mentorship component of the training nor assist them in satisfying their 2-year commitment to volunteer at the Zoo. Also, the docents currently involved in administering the docent program were unsure of their future at the Zoo due to the uncertainty surrounding the program in connection with the Zoo selecting a new vendor to manage the program. Based on these factors, the current Docent Chair, the incoming Docent Chair, and GLAZA's Director of Volunteer Programs met with me and we decided that it would be best to be transparent with the new class of potential docents and postpone the training until the future of the program was more certain.

61. As noted in my email to Ms. Verret, despite the temporary suspension of the 2025 docent class, GLAZA has continued to recruit and train volunteers.

**Zoo Director Denise Verret's Use of GLAZA's Funds  
That Are Not for the Exclusive Benefit of the Zoo**

62. Denise Verret was appointed the Director of the Los Angeles Zoo and Botanical Gardens (the "Zoo") in 2019. Ms. Verret held a party at the Zoo to celebrate her appointment, and directed GLAZA to provide a total of \$26,000 in funding for her party, including re-directing \$3,500 that had been budgeted for a "Roaring Nights VIP Reception" that was to be held for significant donors to GLAZA. A true and correct copy of Ms. Verret's August 1, 2019, email to