


**From:** Brett Murdock [brett@murdocklaw.com](mailto:brett@murdocklaw.com)   
**Subject:** Fwd: Agreement / Settlement  
**Date:** February 5, 2025 at 9:10 AM  
**To:** [tammy@tammy.kim](mailto:tammy@tammy.kim)

BM

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----- Forwarded message -----

**From:** Brian T. Hildreth <[bhildreth@bmhlaw.com](mailto:bhildreth@bmhlaw.com)>  
**Date:** Fri, Jan 31, 2025 at 6:25 PM  
**Subject:** Agreement / Settlement  
**To:** [brett@murdocklaw.com](mailto:brett@murdocklaw.com) <[brett@murdocklaw.com](mailto:brett@murdocklaw.com)>

Brett:

My client has agreed to a very neutral stip and order to resolve this case. In order to reach a settlement, however, my client is also requiring Ms. Kim execute an affidavit containing the language in the attached. This affidavit document would not be submitted to the Court in this matter.

-Brian

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Kim affadavit.docx



THIS IS WHAT THEY WANTED  
TAMMY KIM TO SIGN. FALSE  
ALLIGATIONS AND A REWRITING  
OF HISTORY. FEELS LIKE  
COERCION.

Affidavit of Tammy Kim; 

1. In the Winter, Spring, and Summer of 2023, as an Irvine City Councilwoman, I was a member of two-person ad hoc Committee to negotiate the terms of an Agreement with Live Nation for a permanent amphitheater in Irvine, California at the Great Park.
2. As a Councilwoman and a Committee member, my duty was to the City of Irvine and to faithfully negotiate in good faith under the Exclusive Negotiating Agreement with Live Nation.
3. While negotiating, I was aware that Oliver Chi, City Manager, was trying to create a permanent amphitheater which could be run by the City of Irvine (similar to the Greek Theater in LA).
4. I met with and solicited information from AEG, a competitor to LiveNation, and I am also aware that Mr. Chi and other staff members did the same.
5. I am also aware that while the negotiations were supposed to be conducted with two members of the City Council, Mike Carroll and me, Mr. Chi was leaking details to other Councilmembers, Larry Agran and Kathleen Treseder, which constitutes a violation of the Brown Act by constituting a “serial meeting.”
6. I personally had conversations with Councilmember Kathleen Treseder outside of the two member subcommittee about the amphitheater negotiation and due to the Brown Act one of us should not have participated in that hearing.
7. I am also aware that Mr. Chi and/or staff at his direction assisted Kathleen Treseder with drafting a motion to eliminate LiveNation from consideration for the permanent amp and that Mr. Chi coordinated to have Councilmember Agran and myself join in Treseder’s motion to violate the terms of the Exclusive Negotiating Agreement and to take away years of good faith work that been conducted in the joint design and planning for a permanent music venue at the Great Park.
8. The vote which occurred on July 25, 2023 was a violation of the terms of the ENA which had been coordinated by Oliver Chi for the benefit of him and his staff to take over control of the amphitheater and design and construction.
9. Irvine Meadows Amphitheater and FivePoint Amphitheater were fantastic live music venues in Irvine.
10. The Irvine City Council voted multiple times to exclusively negotiate with LiveNation for a permanent concert venue at the Great Park.
11. LiveNation, Starpointe Ventures, and Patrick Strader were not treated fairly by the Irvine City Manager, Kathleen Treseder, and the overall process and was deprived of the opportunity to have a good faith hearing on the proposal.

## Support for Anthony Kuo

Anthony Kuo is an upstanding citizen of the highest moral standing.

I served on the Irvine City Council with him from 2018-2022.

I witnessed firsthand as he represented Irvine as a City Councilmember with the highest level of aptitude and conduct.

## Language to Include

### Confidentiality and Non-Disparagement:

#### **Confidentiality**

**1. Confidentiality Obligation.** Respondent, **Kim**, agrees to keep strictly confidential the existence, terms, and conditions of this Settlement Agreement, as well as any discussions, negotiations, or communications leading to or concerning this Agreement (collectively, the “Confidential Information”). Kim shall not disclose, directly or indirectly, any Confidential Information to any third party, except:

(a) as required by law, subpoena, or court order, provided that Kim gives prior written notice to the other Party and takes all reasonable steps to protect confidentiality;

(b) to Kim’s attorneys, tax advisors, or accountants, who must be informed of and bound by this confidentiality obligation; or

(c) with the express prior written consent of the other Party.

**2. Remedies for Breach.** Any unauthorized disclosure of Confidential Information by Kim shall be deemed a material breach of this Agreement. In the event of such a breach:

(a) the harmed Party shall be entitled to **injunctive relief**, without the necessity of posting bond, to prevent further unauthorized disclosures;

(b) Kim shall pay **liquidated damages of \$100,000** per breach, in addition to any other legal or equitable relief available; and

(c) the harmed Party shall be entitled to recover its **attorneys’ fees and costs** incurred in enforcing this provision.

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#### **Non-Disparagement**

**1. Non-Disparagement Obligation.** Kim agrees that, at all times following the execution of this Agreement, Kim shall not make or cause to be made any statements, whether oral, written, electronic, or otherwise, that could reasonably be construed as derogatory, defamatory, or critical of the following parties:

- Ron Scolesdang
- Mike Carroll
- Anthony Kuo

- Patrick Strader
- Brian Probolsky
- Adam Probolsky
- James Mai
- LiveNation
- Dave Ellis

This prohibition applies to **all forms of communication**, including but not limited to social media, emails, text messages, publications, interviews, or verbal statements to third parties.

**2. Remedies for Breach.** Any violation of this provision shall be deemed a material breach of this Agreement. In the event of a breach:

(a) the harmed Party shall be entitled to **injunctive relief** to prevent further disparagement;

(b) Kim shall pay **liquidated damages of \$100,000** per breach, in addition to any other legal or equitable relief available; and

(c) the harmed Party shall be entitled to recover its **attorneys' fees and costs** incurred in enforcing this provision.

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### **Severability**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such provision shall be severed, and the remainder of this Agreement shall remain in full force and effect.

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### **Governing Law & Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising under or related to this Agreement shall be resolved exclusively in the state or federal courts located in **Orange County, California**, and the Parties consent to personal jurisdiction and venue in such courts.

### **No Duress**

Kim acknowledges that **this Agreement is entered into voluntarily, without coercion, duress, or undue influence**. Kim affirms that they have had the opportunity to consult with legal counsel, fully understand the terms of this Agreement, and execute it of their own free will.

### **Testimony and Perjury Acknowledgment**

Kim agrees to cooperate in answering further questions regarding some of the topics covered here and that if called upon to testify in any civil or criminal proceeding related to the matters covered by this Agreement, Kim shall provide truthful testimony consistent with the terms of this Agreement.

Kim acknowledges that knowingly providing false testimony under oath constitutes **perjury** under applicable law.

Failure to provide testimony consistent with this Agreement shall constitute a material **breach** of this Agreement, subjecting Kim to the remedies provided herein, including but not limited to **injunctive relief, liquidated damages of \$100,000 per breach, and recovery of attorneys' fees and costs** incurred by the other Party in enforcing this provision.

#### **SLAPP Waiver and Ballot Removal Stipulation**

Kim **expressly waives any and all rights** to assert any **anti-SLAPP (Strategic Lawsuit Against Public Participation) protections** in connection with any claims arising from this Agreement.

Further, Kim **stipulates** to an order for removal from the ballot before the appropriate judge. Kim agrees to take **all necessary steps and best efforts** to ensure her removal from the ballot, including but not limited to filing any required stipulations, declarations, or legal documents in support of her removal.

If the Court does **not** order Kim's removal from the ballot, **this Agreement shall be null and void in its entirety**, and petitioner may reassert the claim for Attorney's Fees and Costs Incurred.