


Exhibit 31

November 13, 2017

John "Jack" Evans, Esq.


Dear Jack:

This letter sets forth the terms of the Severance Agreement and General Release ("Agreement") that we are offering to aid in your employment transition.

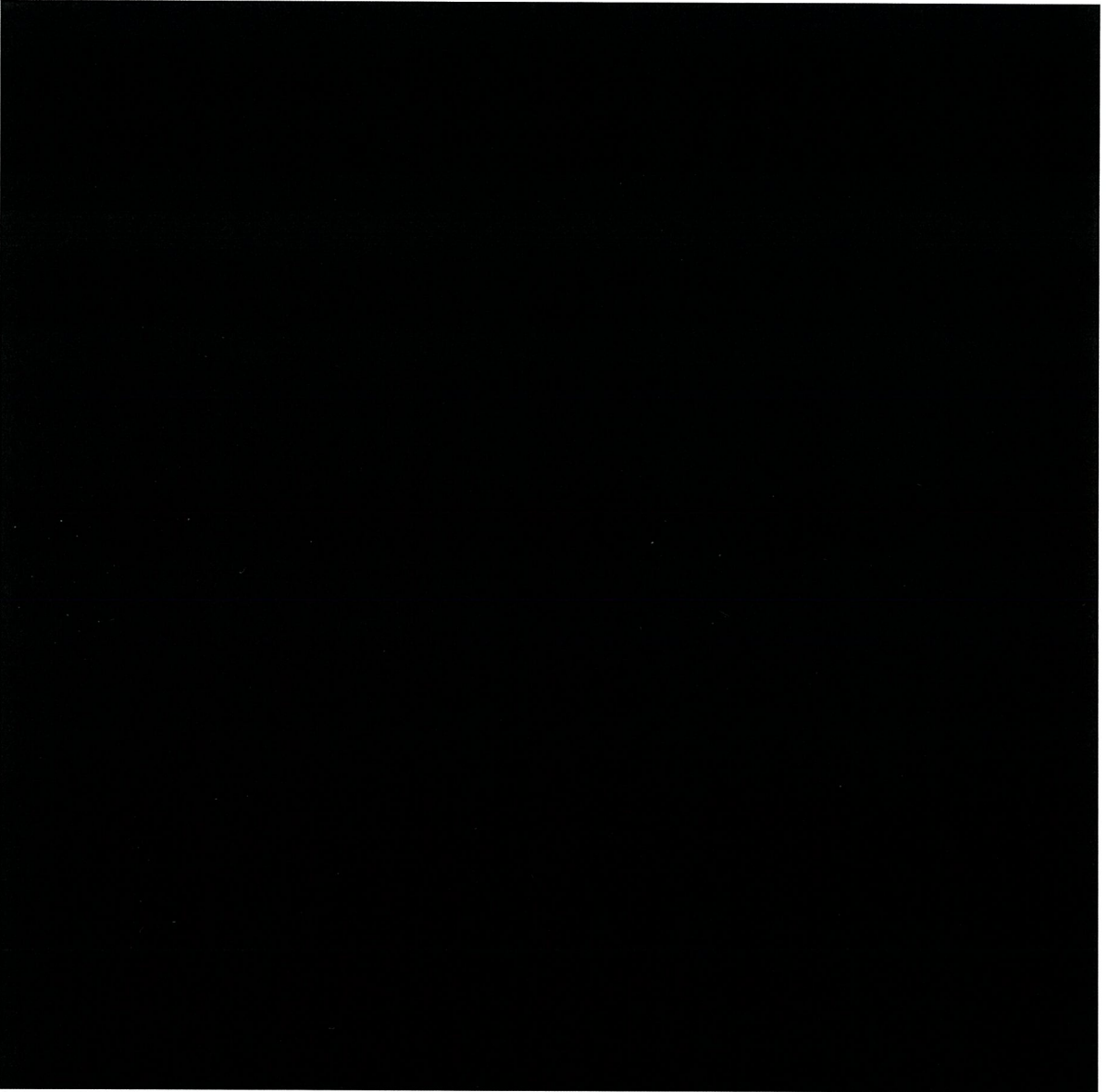
1. **Separation:** Your last day of work with the Firm will be Friday, November 17, 2017.
2. **Payment:** Provided that you sign this Agreement and return it, you will be sent a lump sum payment in the gross amount of \$30,000.00, less applicable taxes and deductions required by law.
3. **Acknowledgment:** You understand and agree that, absent this Agreement, you would not otherwise be entitled to the payment specified in Paragraph 2, and that you are not entitled to any other payment from the Firm.

4. 

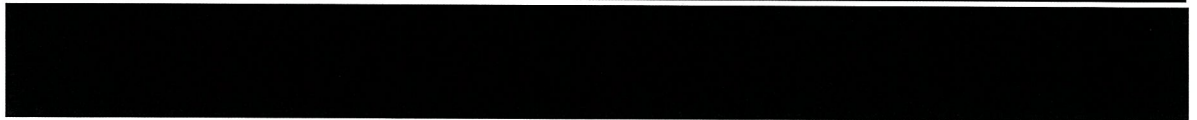
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6.



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7. [REDACTED]

8. [REDACTED]

9. [REDACTED]

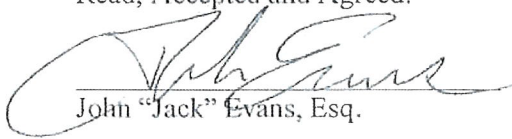
10. **Waiver:** By signing this Agreement, you acknowledge that:
- a. You have carefully read, and understand, this Agreement; and
 - b. You knowingly and voluntarily release the Firm from any and all claims you may have, as described in Paragraph 4, in exchange for the payment you will receive by signing this Agreement, and that this payment is in addition to any benefit you would have received if you did not sign this Agreement.

Very truly yours

[REDACTED]

Janet Gallagher
Director, Human Resources & Operations
Manatt, Phelps & Phillips, LLP

Read, Accepted and Agreed:


John "Jack" Evans, Esq.

Date 11/18/17

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