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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SCOTTSDALE INSURANCE
COMPANY, an Ohio corporation,

Plaintiff and Interpleading Party,

v.

THE MILTON H. GREENE
ARCHIVES, INC., an Oregon
corporation; THE SONI LAW FIRM, an
unknown business entity doing business
in California; VNU BUSINESS MEDIA,
INC., a Delaware corporation
(erroneously sued in an underlying action
as BPI Communications); and DOES 1 to
100, inclusive,

Defendants.

CASE NO. CV 10-1090 DSF (JEMx)

**FINDINGS OF FACT RELATING
TO RELEASE OF INTERPLEAD
FUNDS**

Judge: Hon. Dale S. Fischer
Magistrate Judge: John E. McDermott
Courtroom: 840

Pursuant to Federal Rules of Civil Procedure, Rule 52, and Central
District Local Rule, Rule L.R. 52-1, and following consideration of the issues
presented in this matter, and based upon the evidence presented, this Court makes
the following findings of fact relating to the release of funds to SCOTTSDALE
INSURANCE COMPANY ("Scottsdale") and VNU BUSINESS MEDIA, INC., a
Delaware corporation (erroneously sued in an underlying action as BPI
Communications) ("VNU"):

1 **FINDINGS OF FACT**

2 1. On February 12, 2010, Scottsdale filed the instant action for declaratory
3 relief and interpleader against THE SONI LAW FIRM ("Soni"), VNU, and THE
4 MILTON H. GREENE ARCHIVES, INC. ("Greene").

5 2. This federal interpleader action arises out of an underlying federal
6 copyright action entitled *The Milton H. Greene Archives v. Julien's Auction House,*
7 *LLC, et al.*, United States District Court for the Central District of California, Case
8 No. CV 05-7686 AHM ("the Greene Action"), filed in October of 2005.

9 3. On February 12, 2010, Scottsdale filed a Notice of Deposit Into Court
10 and deposited \$400,896.45 with the Clerk of the District Court, the funds in dispute
11 ("the Interplead Funds"), a copy of which is attached hereto as Exhibit 1.

12 4. On May 23, 2011, this Court issued its Findings of Fact and
13 Conclusions of Law Re the Priority of The Soni Law Firm's Claim to the Disputed
14 Funds Relative to Scottsdale Insurance Co.'s and VNU Business Media, Inc.'s
15 Claims, holding that Scottsdale and VNU's respective claims each had priority over
16 the claims asserted by Soni, a copy of which is attached hereto as Exhibit 2.

17 5. Soni filed a Notice of Appeal to the Ninth Circuit regarding the Court's
18 Findings of Fact and Conclusions of Law Re the Priority of The Soni Law Firm's
19 Claim to the Disputed Funds Relative to Scottsdale Insurance Co.'s and VNU
20 Business Media, Inc.'s Claims.

21 6. Scottsdale and VNU have entered into a Settlement Agreement
22 regarding their respective claims to and the Court's disbursement of the Interplead
23 Funds and have stipulated and agreed as to the manner in which the Interplead
24 Funds will be disbursed and divided as between Scottsdale and VNU, a copy of
25 which is attached hereto as Exhibit 3.

26 7. Soni requested a stay and that the Interplead Funds not be released by
27 the Court, and the Court ordered briefing on the matter.

28 8. On October 21, 2011, the Court found that there are no grounds for the

1 stay requested by Soni, as outlined by the Court's October 21, 2011 Order, a copy of
2 which is attached hereto as Exhibit 4.

3 9. Scottsdale and VNU agreed to apportion the Interplead Funds pursuant
4 to the Settlement Agreement, as follows:

5 Two Hundred Thousand Dollars and zero cents (\$200,000) of the
6 Interplead Funds shall be paid to Plaintiff Scottsdale Insurance
7 Company. The check shall be made payable to the "Scottsdale
8 Insurance Company" and shall be sent to TODD R. HAAS, SELMAN
9 BREITMAN LLP, 101 West Broadway, Suite 1330, San Diego, CA,
10 92101, Telephone: (619) 564-3600, Facsimile: (619) 564-3636

11 The remaining balance of the Interplead Funds plus any accrued interest
12 shall be paid to Defendant VNU. The check shall be made payable to
13 "Cozen O'Connor as attorneys for Chubb Insurance Group A/S/O VNU
14 Business Media, Inc." and shall be sent to Reeve J. Segal, Cozen
15 O'Connor, 601 S. Figueroa Street, Suite 3700, Los Angeles, CA 90017,
16 Telephone: (213) 892-7900, Facsimile: (866) 485-7993

17 11/9/11

18 Dated: _____ 

19 Hon. Dale S. Fischer
20 United States District Judge

1 SHERYL W. LEICHENGER (SBN 161688)
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2 TODD R. HAAS (SBN 190868)
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4 San Diego, CA 92101
Telephone: (619) 564-3600
5 Facsimile: (619) 564-3636

6 Attorneys for Plaintiff and Interpleading Party
SCOTTSDALE INSURANCE
7 COMPANY

8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 SCOTTSDALE INSURANCE
COMPANY, an Ohio corporation,
12
13 Plaintiff and Interpleading Party,

14 v.

15 THE MILTON H. GREENE
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17 INC., a Delaware corporation
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18 as BPI Communications); and DOES 1 to
100, inclusive,

19 Defendants.
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CASE NO. CV 10-1090 DSF (JEMx)

PROOF OF SERVICE

Judge: Hon. Dale S. Fischer

Magistrate Judge: John E. McDermott

Courtroom: 840

21 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

22 I am employed in the County of San Diego, State of California. I am over the age of
23 18 years and am not a party to the within action; my business address is 101 West
24 Broadway, Suite 1330, San Diego, CA 92101. On **November 8, 2011**, I served the
following document(s) described as:

25 **NOTICE OF LODGING AND PROPOSED FINDINGS OF FACT**
26 **RELATING TO RELEASE OF INTERPLEAD FUNDS**

27 on the interested parties in this action as follows:
28

<p>1 Surjit P. Soni, Esq. 2 M. Danton Richardson, Esq. 3 Leo E. Lundberg, Jr., Esq. 4 THE SONI LAW FIRM 5 35 N. Lake Avenue, Suite 720 6 Pasadena, CA 91101</p>	<p>Attorneys For Plaintiff</p> <p>Tel: (626) 683-7600 Fax: (626) 683-1199</p> <p>Email: danton@sonilaw.com</p>
<p>5 Barry E. Mallon, Esq. 6 Borchien Lai, Esq. 7 Manatt Phelps Phillips 8 11355 West Olympic Blvd. 9 Los Angeles, CA 90064-1614</p>	<p>Attorneys for Defendant Julien's Auction House; Juliensauction.com; and Darren Julien</p> <p>Tel: (310) 312-4000 Fax: (310) 312-4224 Email: blai@manatt.com</p>
<p>9 Reeve Segal, Esq. 10 Cozen O'Connor 11 777 South Figueroa Street, Suite 2850 12 Los Angeles, CA 90017</p>	<p>Attorneys for Defendant VNU Business Media, Inc.</p> <p>Tel: (213) 892-7900 or (800) 563-1027 Fax: (213) 892-7999 Email:</p>
<p>12 Eric Hanson, Esq. 13 Cozen O'Connor 14 1201 Third Avenue, Suite 5200 15 Seattle, WA 98101-3071</p>	<p>Co-Counsel for Defendant VNU Business Media, Inc.</p> <p>Tel: (206) 224-1291 Fax: (206) 621-8783 Email: ehanson@cozen.com</p>

- 16 **BY MAIL:** By placing a true copy thereof in a sealed envelope addressed as
17 above, and placing it for collection and mailing following ordinary business
18 practices. I am readily familiar with the firm's practice of collection and
19 processing correspondence, pleadings, and other matters for mailing with the
20 United States Postal service on that same day with postage thereon fully
21 prepaid at San Diego, California in the ordinary course of business. I am
22 aware that on motion of the party served, service is presumed invalid if the
23 postal cancellation date or postage meter date is more than one day after date
24 of deposit for mailing in affidavit.
- 21 **BY ELECTRONIC SERVICE:** I transmitted a copy of the foregoing
22 documents(s) via electronic service through CM/ECF to the addressee(s).
- 22 **BY OVERNIGHT COURIER:** I caused the above-referenced document(s)
23 to be delivered to for delivery to the addressee(s).
- 23 **BY E-MAIL:** I transmitted a copy of the foregoing documents(s) via e-mail
24 to the addressee(s).

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 **November 8, 2011**, at San Diego, California.

27 /s/ Patricia S. Mandich
28 PATRICIA S. MANDICH