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12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**
 14 **WESTERN DIVISION**

16 LEGALZOOM.COM, INC., a Delaware
 17 corporation,

18 Plaintiff,

19 v.

20 **ROCKET LAWYER**
 21 **INCORPORATED**, a Delaware
 corporation,

22 Defendant.

Case No. 2:12-cv-09942-GAF-AGR

**ROCKET LAWYER
 INCORPORATED'S OPPOSITION TO
 LEGALZOOM'S EX PARTE
 APPLICATION TO CONTINUE
 TRIAL AND RELATED DATES**

Judge: Judge Gary A. Feess
 Courtroom: 740
 255 East Temple Street
 Los Angeles, CA 90012
 Action Filed: November 20, 2012

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1 **I. INTRODUCTION**

2 Rocket Lawyer opposes LegalZoom’s ex parte Application to continue the
3 trial date and all related dates because LegalZoom has been the cause of its own
4 emergency.¹ In particular,

- 5 • LegalZoom propounded overly broad discovery requests leading to the large
6 volume of data produced by Rocket Lawyer that LegalZoom now requests
7 additional time to review;
- 8 • LegalZoom has delayed in seeking Rocket Lawyer’s advertisements and
9 conversion data and delayed in meeting its own discovery burden;
- 10 • LegalZoom requested information not ordinarily tracked in search engine
11 advertising, which demonstrates counsel’s lack of knowledge regarding
12 industry advertising practices;
- 13 • Counsel for LegalZoom refused to learn about industry advertising practices
14 from their client, despite repeated requests by Rocket Lawyer to do so; and
- 15 • Due to their lack of understanding of how advertising data is tracked,
16 LegalZoom’s counsel provided vague, unclear, and shifting guidance
17 regarding what information they wanted.

18 Under Rule of Civil Procedures 16(b), a scheduling order should only be
19 modified upon a showing of good cause, demonstrated by the moving party’s
20 diligence in complying with the schedule it seeks to modify. *See Dunfee v. Truman*,
21 Civil No. 12-cv-1925-BEN (DHB), 2013 U.S. Dist. LEXIS 147598, *5 (S.D. Cal.
22 Oct. 11, 2013). In addition, an ex parte application should only be granted where
23 the moving party has established that “it is without fault in creating whatever it is
24 that it perceives as a crisis condition.” *Mission Power Eng. Co. v. Continental*
25 *Casualty Co.*, 883 F. Supp. 488, 493 (C.D. Cal. 1995).²

26 ¹ “LegalZoom” means “LegalZoom.com. Inc.,” “Rocket Lawyer” means Rocket
27 Lawyer Incorporated, “Application” means LegalZoom’s Ex Parte Application and
28 Application to Continue the Trial and Related Dates Set By the Court’s January 22,
2014 Order for Good Cause; “Vu Decl.” means the Declaration of Hong-An Vu
filed in support of this Opposition; “Winograd Decl.” means the Declaration of
Patricia Jones Winograd filed in support of the Application; and “Nguyen Decl.”
means the Declaration of Mary Ann Nguyen filed in support of the Application.

² LegalZoom has also not complied with the Court’s rules and the local rules by
failing to file a proposed order with new dates and/or a new schedule. *See Case*
Management and Scheduling Order, at 4 (ECF. No. 26); C.D. Cal. Local Rule 7-20.

1 LegalZoom cannot demonstrate good cause to revise the Court’s scheduling
2 order, *ex parte* or otherwise, and thus, the Application should be denied.

3 **II. RELEVANT DISCOVERY HISTORY**

4 **A. Early Discovery and First Continuance**

5 LegalZoom initiated this action in November 2012, but discovery was stayed
6 for mediation in April 2013 until August 22, 2013. *See* ECF No. 24. Rather than
7 focusing on discovery, LegalZoom filed a premature motion for summary judgment,
8 which was filed before the parties had even responded to written discovery or
9 produced a single document. *Vu Decl.* at ¶ 2. LegalZoom later conceded that it
10 filed the motion even though it “did not expect to win at [that] stage.” *Id.* at ¶ 3,
11 Ex. A.

12 On October 2, 2013, the parties filed a stipulation to continue case deadlines,
13 which the Court approved on October 6, 2013. *See* ECF Nos. 41 and 43.

14 In fall 2013, the parties engaged in numerous meet and confers to resolve
15 discovery matters, including, exchanging search terms for discovery. *Vu Decl.* at ¶
16 4. Rocket Lawyer agreed to most of LegalZoom’s search terms ultimately searching
17 over 70 terms, whereas LegalZoom delayed in providing search terms, ignored
18 requests to add search terms, and ultimately refused to add most of the terms
19 proposed by Rocket Lawyer. *See id.* at ¶ 5, Ex. B. LegalZoom also ignored Rocket
20 Lawyer’s request that the parties discuss providing financial data. *Id.* At the
21 parties’ January 8, 2014 meet and confer, finally LegalZoom promised to investigate
22 and respond regarding search terms. *Id.* at ¶ 6.

23 **B. Discussions Regarding Producing Advertisements and Second**
24 **Continuance**

25 On January 16, 2014, LegalZoom sought to meet and confer about when
26 Rocket Lawyer would provide data, including ad copy and performance data
27

28 It is unknown how much relief LegalZoom seeks from the current scheduling order.

1 relating to such ads. *See* Winograd Decl. at ¶ 2, Ex. F. LegalZoom had not raised
2 this issue since its November 5, 2013 letter, which prompted Rocket Lawyer to
3 supplement its Interrogatory responses and to prioritize reviewing advertisements
4 and documents about LegalZoom to be produced in the ordinary course. Vu Decl. at
5 ¶ 7.

6 On January 22, 2014, the Court approved a second continuance of all case
7 deadlines. *See* ECF No. 47. A week later the parties made their first productions.
8 Vu Decl. at ¶ 8. Rocket Lawyer’s production included emails concerning
9 advertisements, discussions regarding ad copy language, landing pages, and other
10 information requested by LegalZoom. *Id.*

11 On February 5, 2014, after receiving no response regarding search terms for
12 over a month, Rocket Lawyer wrote to LegalZoom about its production and
13 outstanding discovery matters, stating, “**The discovery deadline has been pushed**
14 **off twice now and we are starting to get the sense that LegalZoom—the party**
15 **that initiated this litigation—is not taking the discovery process seriously.”** *Id.* at
16 ¶ 9, Ex. C (emphasis added). This was the second time Rocket Lawyer raised
17 concerns about LegalZoom’s delay and its effect on the case schedule.³ *See id.* On
18 February 14, 2014, LegalZoom finally responded by rejecting nearly all of Rocket
19 Lawyer’s proposed terms and refusing to review or produce documents relating to
20 non-Rocket Lawyer keyword bidding and LegalZoom’s affiliate program. *Id.* at ¶
21 10, Ex. E.

22 On February 25, 2014, the parties met and conferred regarding LegalZoom’s
23 January 16, 2014 letter, at which time LegalZoom requested that Rocket Lawyer
24

25 ³ Rocket Lawyer granted LegalZoom two extensions to supplement discovery,
26 finally stating, “As discussed yesterday, we will agree to your request to extend the
27 date to supplement discovery responses to Tuesday, December 2, but we cannot
28 agree to any additional extensions. We would like to move discovery along so that
the parties have sufficient time to complete discovery, including expert discovery,
and to also engage in any additional dispositive motion practice before the motions
deadline.” *Id.* at ¶ 9, Ex. D.

1 expedite the *hard copy* advertisements that may be in a binder at the Rocket Lawyer
2 offices. *Id.* at ¶ 11. Rocket Lawyer informed LegalZoom that (i) it did not have a
3 hard copy file of all advertisements, (ii) it would work try to generate and provide a
4 list of search engine advertisements, and (iii) that advertisements that appear only on
5 Rocketlawyer.com, such as landing pages, have to be reviewed and produced in the
6 ordinary course of production to the extent they exist. *Id.* Rocket Lawyer also
7 requested that counsel ask LegalZoom what information they would like in a list,
8 which they agreed to provide. *Id.*

9 On February 28, 2014, Rocket Lawyer expressed its hope that LegalZoom
10 had reviewed the mediation communications “to better understand what they are
11 asking” in advance of a meet and confer session. *Id.* at ¶ 12, Ex. F. On March 3,
12 2014, Rocket Lawyer made its second production, whereas LegalZoom finally *re-*
13 *produced* its first production with metadata on March 4. *Id.* at ¶ 13.

14 On March 6, 2014, the parties met and conferred regarding what information
15 LegalZoom would like in a list of search engine advertisements. *Id.* at ¶ 14. Rocket
16 Lawyer asked *again* that counsel talk to their client about how internet marketing
17 data is tracked and to better understand what information they wanted. *Id.* at ¶ 14.
18 LegalZoom’s counsel promised to provide information regarding the scope of its
19 request for search engine advertisements compared to the data provided in
20 mediation. *Id.* at ¶ 14.

21 On March 18, 2014, *after nearly two weeks of silence from LegalZoom,*
22 Rocket Lawyer emailed LegalZoom to inform them that the lists of advertisements
23 were being created, and again asked LegalZoom for some clarity regarding the
24 advertisement data. *Id.* at ¶ 15, Ex. G. Rocket Lawyer also made a third
25 production. *Id.* at ¶ 16.

26 On March 20, 2014, LegalZoom finally responded, expanding its request to
27 “**all ads of any sort** that have been published by Rocket Lawyer” over the last 5+
28 years and also demanded (for the first time) the exact date of each advertisement.

1 See Winograd Decl. at ¶ 2, Ex. F. Despite making this new, overbroad, and unduly
2 burdensome request, LegalZoom imposed a two business-day deadline to produce
3 the data or it would seek an extension of the case deadlines. See *id.* On March 21,
4 2014, LegalZoom made its second production. Vu Decl. at ¶ 16.

5 On March 24, 2014, Rocket Lawyer produced three spreadsheets containing
6 search engine advertisement data, including, ad copy, click rates, conversion rates,
7 costs, and the quarter in which an ad was published in Excel files that are
8 searchable, sortable, and filterable. *Id.* at ¶ 18. Rocket Lawyer also explained the
9 data it produced, and *again* suggested that counsel discuss this topic with their client
10 to better understand how the advertising data is tracked. *Id.* at ¶ 18. Four days later,
11 on March 28, 2014 around 3:00 p.m., Rocket Lawyer produced the remaining data
12 and an additional 700+ documents. *Id.* at ¶ 19. Without reviewing the data,
13 LegalZoom again requested an extension of time.⁴ See Nguyen Decl. at ¶ 8, Ex. C.

14 On April 2, 2014, LegalZoom provided notice of its *ex parte* to continue the
15 case and trial deadlines. See *id.* at ¶ 9, Ex. D. Rocket Lawyer responded by again
16 explaining how LegalZoom still does not understand search engine marketing, that
17 Rocket Lawyer does not have exact dates for when advertisements are published
18 because the search engine algorithms control this aspect of internet advertising,⁵ and
19 that while it initially opposed any extension, it would agree to a four-day
20 continuance. See *id.*

21 Counsel for the parties discussed the extension, at which time counsel for
22 LegalZoom revealed that 1) she had not asked her client to explain the search engine
23 advertising process and data maintained, 2) despite asking for “all” advertisements
24 run over a 5-year span, she was surprised by the volume and needed more time, and

25 ⁴ On March 31, 2014, LegalZoom informed Rocket Lawyer that it could not access
26 the documents produced on March 28. Rocket Lawyer learned that the problem was
27 that counsel for LegalZoom misplaced the password to access the documents. If
28 receiving this data were truly an emergency, LegalZoom could have contacted
counsel for Rocket Lawyer for access on March 28 or over the weekend. See *id.*

⁵ https://support.google.com/adwords/answer/2497976?hl=en&ref_topic=3121763

1 that 3) she had done nothing to investigate whether her client has historic copies of
2 its website despite seeking “historic screenshots” from Rocket Lawyer.⁶ *Id.* at ¶ 21.
3 Rocket Lawyer expressed its concern regarding counsel’s dilatory conduct in not
4 seeking guidance from her client regarding search engine marketing; explained
5 further why it objected to providing *all* free advertisements; and provided
6 LegalZoom assistance in finding historic screenshots of websites through
7 www.archive.org. *Id.*

8 On April 4, 2014, Rocket Lawyer produced over 4,000 documents. *Id.* at ¶
9 22. After business hours, LegalZoom produced two pages of documents containing
10 a summary of its quarterly revenue and spend related to advertising. *Id.*

11 **C. Discovery to Date**

12 To date, Rocket Lawyer has produced over 7,000 documents (over 15,400
13 pages not including native files) and is preparing another few thousand documents
14 for production the week of April 7. *Id.* at ¶ 23. Rocket Lawyer has also produced
15 ten spreadsheets with data relating to over one million of its search engine
16 advertisements over the last five years. *Id.* LegalZoom, on the other hand, has
17 produced just over 1,000 documents (about 2,600 pages) to date, at least 150 of
18 which were blank pages and company logos. *Id.* at ¶ 24. LegalZoom has expressed
19 the desire to take depositions and has anticipated a motion to compel for months, but
20 has not noticed—or even discussed scheduling for—any depositions or moved to
21 compel. *Id.* While LegalZoom now seeks more time, while Rocket Lawyer is
22 prepared to proceed under the current schedule. *Id.* at ¶ 25.

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24
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26 ⁶ To the extent that historic screenshots of RocketLawyer.com exist, they are
27 captured in the searches and will be reviewed and produced if responsive. Vu Decl.
28 at ¶ 20. Counsel has a misperception that companies maintain copies of all pages
that appear on their website over time. Such a practice would take a massive
amount of storage space not available to Rocket Lawyer and most likely,
LegalZoom.

1 **III. LEGALZOOM HAS NOT DEMONSTRATED GOOD CAUSE TO**
2 **WARRANT MODIFYING THE COURT’S SCHEDULING ORDER**

3 Federal Rule of Civil Procedure 16(b)(4) provides that the Court’s scheduling
4 order “may be modified only for good cause and with the judge’s consent.” Fed. R.
5 Civ. P. 16(b)(4); *see also* Case Management and Scheduling Order, at 4 (ECF No.
6 26). “Rule 16(b)’s ‘good cause’ standard primarily considers the diligence of the
7 party seeking the amendment.” *Dunfee*, 2013 U.S. Dist. LEXIS 147598 at *5. To
8 demonstrate diligence and “good cause,” the moving party must demonstrate (1) that
9 her noncompliance with a Rule 16 deadline occurred or will occur, notwithstanding
10 her diligent efforts to comply, because of the development of matters which could
11 not have been reasonably foreseen or anticipated at the time of the Rule 16
12 scheduling conference and (2) that she was diligent in seeking amendment of the
13 Rule 16 order, once it became apparent that she could not comply with the order.
14 *Id.* at *7.

15 **A. LegalZoom Cannot Demonstrate Good Cause Under Rule 16(b)**

16 **1. LegalZoom Has Been Dilatory In Discovery and Caused its**
17 **“Emergency”**

18 On November 5, 2013, LegalZoom informed Rocket Lawyer that its
19 interrogatory responses identifying its free advertisements were insufficient. *See*
20 Winograd Decl. at ¶ 2, Ex. E. LegalZoom did not raise the issue of advertisements
21 again until two months later on January 16, 2014. *See id.* at ¶ 2, Ex. F. LegalZoom
22 provides no explanation for this delay. Following LegalZoom’s January 16 letter,
23 the parties did not meet and confer until February 25 at the request of Rocket
24 Lawyer. At that time, Rocket Lawyer informed LegalZoom that (i) LegalZoom had
25 access to Rocket Lawyer’s current website, (ii) that historic “advertisements” on
26 Rocketlawyer.com could only be produced in the ordinary course of productions,
27 and (iii) that Rocket Lawyer would work to produce a list of search engine
28 advertisements which may be generated from a database. Vu Decl. at ¶ 26.

1 LegalZoom was supposed to provide parameters for this list, but no
2 parameters were ever provided. LegalZoom also promised at the March 6 meet and
3 confer to provide guidance on why advertisements other than those for the three
4 services at issue were relevant. No such guidance was provided until March 20,
5 2014, two weeks later. The “guidance” was that LegalZoom wanted “data,
6 documents, and information. . . relating to **all ads of any sort** that have been
7 published by Rocket Lawyer during the relevant time period” (emphasis added). At
8 no time during this litigation have the parties thought that all advertisements were at
9 issue, as reflected in the First Amended Complaint, Summary Judgment Motion, or
10 the agreed to search terms Rocket Lawyer is using.

11 Rocket Lawyer sensed that counsel did not fully understand the internet
12 marketing practices at issue or what they were seeking. As such, Rocket Lawyer
13 suggested repeatedly since *at least February 25, 2014* that counsel confer with their
14 client about search engine advertising and what/how related data is tracked.
15 Counsel refused to do so, and thus provided unclear and shifting directions.⁷

16 LegalZoom’s purported inability to meet the expert disclosure deadline is due
17 to its unexplained, combined delay of at least 3.5 months in pursuing discovery, its
18 overly broad requests, its counsel’s refusal to learn about the internet marketing to
19 better describe what LegalZoom was requesting, and its continued insistence on
20 receiving information that does not exist. LegalZoom cannot be prejudiced by its
21 own actions in the face of a court ordered deadline. *See Dunfee*, 2013 U.S. Dist.
22 LEXIS 147598at *5 (denying request to modify schedule where discovery was open
23 for over a year because “[i]f that party was not diligent, the inquiry should end”).

24 ⁷ This lack of understanding is further demonstrated by the insistence on exact dates
25 that an ad was published. As explained to counsel, Rocket Lawyer does not have
26 the exact date an advertisement was published because the search engines run
27 algorithms taking into account how much was bid on a key term and the relevance
28 of the advertisement to the term searched to determine whether and when an ad
should be published. Rocket Lawyer has provided the quarter in which an ad
campaign was run and cannot be compelled to provide more. *Jacobs v. Sullivan*,
No. 1:05-cv-01625-LJO-GSA-PC, 2012 WL 3704743 at *12 (E.D. Cal. Aug. 27,
2012) (“Defendants cannot be compelled to produce documents that do not exist”).

1 Rocket Lawyer has repeatedly tried to explain internet marketing (and related
2 data) to LegalZoom’ counsel. It has provided LegalZoom with a website where
3 LegalZoom can find historic versions of websites. Rocket Lawyer has been trying
4 to cooperate with LegalZoom to best provide them with information. Rocket
5 Lawyer should not have to endure a delay of this case because of LegalZoom’s
6 conduct and rigidity. This Application should be denied.

7 **2. LegalZoom Delayed In Seeking Ex Parte Relief**

8 “The moving party must also show that it used the entire discovery period
9 efficiently and could not have, with due diligence, sought to obtain the discovery
10 earlier in the discovery period. *Mission Power*, 883 F. Supp. at 493.

11 If the produced data was so integral to LegalZoom’s case, it should have
12 worked more collaboratively with Rocket Lawyer to reach an agreement on the
13 scope of the data to be produced, moved to compel if it thought Rocket Lawyer was
14 not meeting its obligations, or sought to revise the scheduling order at an earlier
15 date. Rocket Lawyer informed LegalZoom in no uncertain terms that it was unable
16 to produce the requested documents by March 24, 2014 as demanded and that it
17 would oppose any request to extend the deadlines. *See* Winograd Decl. at ¶ 2, Ex.
18 G. After Rocket Lawyer produced the last of the relevant data on March 28, 2014,
19 LegalZoom waited until March 31, 2014 to view such data. Again, on April 2,
20 2014, Rocket Lawyer confirmed that it was unwilling to agree to extend the
21 deadlines any farther out than one week.

22 And yet, LegalZoom waited until April 4, 2014—months after LegalZoom
23 first raised the issue of the advertisements, two months after Rocket Lawyer again
24 noted to LegalZoom that it did not seem to be taking discovery seriously, over a
25 month after there was apparent disagreement over the type of information to be
26 provided, and 11 days after Rocket Lawyer stated its position regarding the case
27 deadlines—to move for relief. LegalZoom’s delay in seeking relief once it was
28 aware of this purported “emergency” warrants denial of this Application.

1 **B. LegalZoom’s Characterization of the Information Is Misleading**

2 Although LegalZoom emphasizes that 1.5 million advertisements were
3 produced by March 28, 2014 requiring additional time, this data was produced in the
4 format most convenient to LegalZoom.⁸ Rocket Lawyer went above and beyond its
5 discovery obligations to produce its advertisements in Excel format which allows
6 the parties to search, sort, filter, and tally the data. The majority of this data is not
7 relevant to LegalZoom’s allegations in this case, because Rocket Lawyer provided
8 its free advertisements for the relevant services regardless of whether (i) the
9 advertisement was placed on any search term that had a combination of “legal” and
10 “zoom” (“LegalZoom Keywords”) or (ii) the free advertisement disclosed any
11 applicable state fees. Vu Decl. at ¶ 18.

12 Rocket Lawyer even created separate sheets with data relating to the
13 advertisements on LegalZoom Keywords. *Id.* The data is not only thorough as to
14 the alleged services, it is organized and can be easily analyzed. Furthermore, many
15 of the advertisements are similar with small variation in language that do not require
16 much analysis, especially where LegalZoom’s primary concern is whether state fees
17 were disclosed or not. *Id.* By simply highlighting the “conversions” column,
18 LegalZoom can calculate the total number of conversions on the advertisements at
19 issue. *Id.*

20 **C. LegalZoom’s Discovery Conduct Undermines Good Cause**

21 To date, LegalZoom has produced just over 1,000 documents, of which at
22 least 150 are non-substantive documents. Over the last month and a half, a pattern
23 emerged—LegalZoom would send a letter and Rocket Lawyer would make an
24 additional production. Rocket Lawyer has agreed to search over 70 search terms—

25 _____
26 ⁸ LegalZoom simultaneously uses the volume of data provided to say that it needs
27 more time, but also argues that it is entitled to more data relating to “all ads of any
28 sort” If Rocket Lawyer is ordered to respond to LegalZoom’s overly broad request,
LegalZoom will likely again ask for another extension because “all ads” will be far
more voluminous than what has already been provided and will require more
analysis because more irrelevant data will be present.

1 many of which were proposed by LegalZoom. LegalZoom has agreed to search
2 only over 20 terms, and has rejected searching and even proposing search terms
3 related to “state fee AND incorp*” or “state fee AND LLC”—ads central to this
4 dispute. *Id.* at 10. LegalZoom’s expectation of what Rocket Lawyer should have
5 done in discovery does not comport with its own behavior. LegalZoom’s failure to
6 pursue discovery and failure to comply with its own discovery burden demonstrates
7 that LegalZoom does not have “good cause” for relief under Rule 16.

8 **D. The Court Has Already Granted Two Continuances**

9 In October 2012, the Court granted a request to continue the case deadlines
10 because discovery. After this continuance, Rocket Lawyer expressed concern that
11 LegalZoom’s requests for extensions of agreed to deadlines may prevent the parties
12 from meeting the discovery and case deadlines in this case.

13 In January 2014, LegalZoom requested an extension of several months of all
14 case deadlines, which the Court granted. ECF Nos. 46 and 46-1. On February 5,
15 2014, after hearing no response from LegalZoom for over a month regarding Rocket
16 Lawyer’s discovery concerns, Rocket Lawyer again expressed concerns about
17 LegalZoom’s dilatory discovery conduct.

18 Rocket Lawyer—the defendant in this action—has been mindful of the
19 Court’s schedule and is prepared to continue with the current case deadlines. It is
20 prepared to exchange expert reports, and it is prepared to continue producing
21 documents and data. Perhaps LegalZoom is content to let this case linger for years;
22 however, Rocket lawyer is ready to push this case toward completion, given that it
23 has been a defending itself against baseless allegations for a year and a half—a
24 significant distraction to it a start-up. After ample opportunity to take discovery, the
25 Court should force LegalZoom—the one who initiated this action—to move
26 forward.

27 ///

28 ///

1 **IV. CONCLUSION**

2 For the foregoing reasons, the Court should deny LegalZoom's application.

3 Dated: _April 7, 2014

Respectfully submitted,

4

By: /s/ Hong-An Vu

5

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1 **PROOF OF SERVICE**

2 I, the undersigned, certify and declare that I am over the age of 18 years,
3 employed in the County of Los Angeles, State of California, and not a party to the
4 above-entitled cause. On **April 7, 2014**, I electronically filed the following
5 document(s) using the CM/ECF system:

6 **ROCKET LAWYER INCORPORATED'S OPPOSITION TO LEGALZOOM'S**
7 **EX PARTE APPLICATION TO CONTINUE TRIAL AND RELATED DATES**

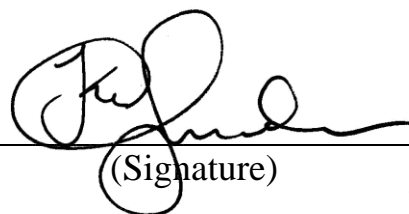
8 Participants in the case who are registered CM/ECF users will be served by the
9 CM/ECF system. I further certify that some of the participants in the case are not
10 registered CM/ECF users. I have mailed the foregoing document by First Class Mail,
11 Federal Express, postage prepaid, or have dispatched it to a third party commercial
12 carrier for delivery within 3 calendar days, to the following non-CM/ECF participants:

13 Mary Ann Thi Nguyen
14 **GLASER WEIL FINK JACOBS**
15 **HOWARD AVCHEN AND SHAPIRO LLP**
10250 Constellation Boulevard, 19th Floor
Los Angeles, CA 90067

16 I declare under penalty of perjury that I am employed in the office of a member
17 of the bar of this Court at whose direction this service was made and that the
18 foregoing is true and correct.

19 Executed on **April 7, 2014**, at Los Angeles, California.

20
21
22 Kemi Oyemade
23 (Type or print name)

24
25
26
27
28 
(Signature)