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14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA  
 16 SAN FRANCISCO DIVISION

17 KOS MEDIA, LLC and  
 MARKOS MOULITSAS ZÚNIGA,  
 18  
 19 PLAINTIFFS,  
 20  
 21 VS.  
 22 RESEARCH 2000 AND DELAIR D. ALI,  
 23  
 24 DEFENDANTS.

Case No.: 3:10-CV-02894 MEJ-  
 [Assigned for all purposes to Hon.  
 Maria-Elena James, Courtroom B]  
**STATUS REPORT AND  
 REQUEST FOR CONTINUANCE  
 OF RESPONSE DATE FOR  
 FILING MOTION FOR  
 DEFAULT JUDGMENT**

Complaint filed: June 30, 2010.

1 Plaintiffs Kos Media, LLC and MARKOS MOULITSAS ZÚNIGA (Plaintiffs),  
2 respectfully submit this Status Report and request an additional 28 days to file their  
3 Motion for Default Judgment.

#### 4 **BACKGROUND**

##### 5 1) The Parties

6 Plaintiff Kos Media LLC (“Kos Media”) is based in Berkeley California. It  
7 owns and operates the DailyKos (<http://www.dailykos.com>), the largest progressive  
8 community blog in the United States. Markos Moulitsas Zúniga is the founder,  
9 publisher, and sole owner of Kos Media. Defendant Research 2000 is a polling firm  
10 based in Olney, Maryland. Delair D. Ali (“Ali”) is the owner and CEO of Research  
11 2000.

##### 12 2) The Complaint

13 As part of its role as a news organization, Kos Media commissioned a number  
14 of polls from Research 2000, beginning in September 2007. Kos Media and Research  
15 2000, through Moulitsas and Ali, entered into a series of agreements through which  
16 Kos Media would pay Research 2000 for political polling performed based on certain  
17 professional standards, including requirements for the number of individuals surveyed  
18 for each poll. Defendants breached their agreement with Kos Media by failing to  
19 perform the polls which they were contracted to provide, instead falsifying the data  
20 provided to the Kos Media.

21 The Complaint sets forth the following causes of action: 1) Breach of Contract;  
22 2) Unfair Business Practices under Cal. Bus. & Prof. Code §§ 17200 et seq.; 3) Breach  
23 of Implied Warranty; 4) Intentional Misrepresentation; 5) Negligent  
24 Misrepresentation; 6) Constructive Fraud; and 7) Conversion.

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