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10 Attorneys for Plaintiff  
 BE IN, INC., a New York corporation

DAVIS WRIGHT TREMAINE LLP

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 13 IN THE UNITED STATES DISTRICT COURT  
 14 THE NORTHERN DISTRICT OF CALIFORNIA  
 15 SAN JOSE DIVISION

16 BE IN, INC.,	)	Case No. CV12-03373-LHK
	)	
17 Plaintiff,	)	
	)	<b>DECLARATION WILLIAM E.</b>
18 v.	)	<b>WALLACE III IN SUPPORT OF</b>
	)	<b>MOTION TO WITHDRAW AS</b>
19 GOOGLE, INC., a California corporation,	)	<b>COUNSEL FOR PLAINTIFF</b>
20 RICHARD ROBINSON, and DOES 1 through	)	
3, inclusive,	)	
	)	Judge: Hon. Lucy H. Koh
21 Defendants.	)	Hearing Date: April 18, 2013
	)	Hearing Time: 1:30pm
	)	Courtroom: 8, 4th Floor
	)	Judge: Hon. Lucy H. Koh
	)	Trial Date: None set

24 I, William E. Wallace, declare as follows:

- 25 1. I am a partner with the law firm Clifford Chance US LLP ("Clifford Chance"). I have  
 26 personal knowledge of the facts stated in this declaration and, if called upon to do so, I  
 27 would and could competently testify thereto.
- 28 2. Be In, Inc has retained Clifford Chance to represent it in the above-captioned litigation

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("Litigation"). In doing so, Be In signed an Engagement Letter agreeing to pay Clifford Chance's expenses and fees associated with its representation of Be In in the Litigation.

- 3. Clifford Chance attorneys are listed as attorneys for Be In the pleadings filed in this action, however, as indicated therein, the Clifford Chance attorneys have not yet obtained a *pro hac vice* in this case.
- 4. Be In has breached and remains in breach of its agreements with or obligation to Clifford Chance as to expenses and fees.
- 5. As a result of Be In's failure to pay fees and expenses, continued representation of Be In will present an unreasonable financial burden upon Clifford Chance and it is and will be unreasonably difficult for Clifford Chance to effectively carry out its representation of Be In.
- 6. In several oral and written communications dating back to November 2012, I gave Be In due notice of Clifford Chance's intent to withdraw from representing Be In the Litigation if Be In did not remedy its breach of its payment obligations.
- 7. On January 20, 2013, I provided Be In with final notice that Clifford Chance intended to withdraw from the Litigation if Be In did not remedy its breach by January 31, 2013, and I suggested that Be In secure substitute counsel.
- 8. I am informed and believe Be In has secured replacement counsel in the Litigation.
- 9. I provided Be In with a copy of the instant motion on February 11, 2013, prior to filing.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed this this 19th day of February, 2013.

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/s/ William E. Wallace III  
William E. Wallace III