

United States District Court  
For the Northern District of California

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

GREGORY INGALLS and TONY HONG,  
individually and on behalf of all others  
similarly situated,

No. C 16-03533 WHA

Plaintiffs,

v.

SPOTIFY USA, INC., a Delaware  
corporation, DOES 1–10, inclusive,

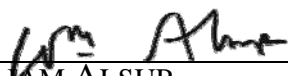
Defendants.

**REQUEST FOR  
SUPPLEMENTAL BRIEFING  
AND EXTENDING DEADLINE  
FOR DEFENDANT’S REPLY**

Defendant Spotify USA, Inc., has moved to compel arbitration. In its motion, Spotify contends, *inter alia*, that the parties delegated the issue of arbitrability to arbitration. Yesterday, our court of appeals decided *Mohamed v. Uber Technologies, Inc.*, No. 15-16178 (9th Cir. Sept. 7, 2016), which reversed the district court’s decision that a delegation clause was unenforceable. Our plaintiffs cited the district court decision in *Mohamed v. Uber* extensively in their opposition. By **SEPTEMBER 14, AT NOON**, plaintiffs shall supplement their opposition brief to address the decision by our court of appeals. Plaintiffs’ supplemental brief shall **NOT EXCEED FIVE PAGES**. The deadline for Spotify’s reply brief shall be extended to **SEPTEMBER 21, AT NOON**. The hearing scheduled for **SEPTEMBER 29** remains in place.

**IT IS SO ORDERED.**

Dated: September 8, 2016.

  
WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE