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8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 SAN JOSE DIVISION

12 FACEBOOK, INC., *et al.*,
 13 Plaintiffs,
 14 vs.
 15 CONNECTU, INC.
 16 Defendant.

CASE NO. 07-Civ-01389
 QUINN EMANUEL'S
 MISCELLANEOUS
 ADMINISTRATIVE REQUEST FOR
 AN ORDER DISBURSING
 SETTLEMENT PROCEEDS IN
 ACCORDANCE WITH
 ARBITRATION AWARD

18 QUINN EMANUEL URQUHART &
 19 SULLIVAN, LLP,
 20 Third Party.

[Declaration of Adam B. Wolfson in
 support thereof filed concurrently
 herewith]
 [Proposed Order Disbursing Settlement
 Funds concurrently lodged herewith]
 Hearing Date: N/A
 Courtroom: 8
 Judge: Hon. James S. Ware

1 Pursuant to Civil Local Rule 7-11, Quinn Emanuel Urquhart & Sullivan LLP
2 (“Quinn Emanuel”) hereby submits this Miscellaneous Administrative Request for
3 an Order directing Boies, Schiller & Flexner LLP (“BSF”), as escrow agent, to
4 satisfy a New York State Court judgment obtained by Quinn Emanuel from funds
5 currently held in escrow following this Court’s enforcement of the February 2008
6 settlement of this action.

7 In support of this request, Quinn Emanuel states as follows:

8 1. In November 2008, this Court refused the request of Cameron
9 Winklevoss, Tyler Winklevoss, and Divya Narendra (collectively, the “Former
10 Clients”) to stay enforcement of their February 2008 settlement with Facebook, Inc.
11 Subsequently, the Ninth Circuit also refused the request of the Former Clients to
12 stay enforcement of the settlement, and the parties exchanged the bargained-for
13 settlement consideration. Quinn Emanuel understands that the settling parties have
14 fully performed their obligations under the settlement.

15 2. When this Court ordered enforcement of the February 2008 settlement,
16 the Court ordered that a portion of the cash consideration received by the Former
17 Clients as settlement proceeds be placed into escrow with BSF for the benefit of
18 Quinn Emanuel, which previously represented the Former Clients and had a claim
19 for unpaid attorneys’ fees, as to which the firm had commenced a AAA arbitration
20 proceeding.

21 3. BSF, at the time one of the Former Clients’ counsel, has held the
22 escrow since that time.

23 4. On August 25, 2010, a AAA arbitration panel entered an arbitral
24 decision that, among other things, awarded Quinn Emanuel its attorneys’ fees and
25 interest and directed that the arbitral award be paid from the escrowed settlement
26 proceeds held by BSF.

27 5. On November 8, 2010, the New York Supreme Court entered an order
28 enforcing the arbitral award in Quinn Emanuel’s favor. On November 29, 2010, the

1 Clerk of that Court entered judgment in favor of Quinn Emanuel. Copies of the
2 November 8 Order and November 29 Judgment are attached, respectively, as
3 Exhibits B and C to the accompanying Declaration of Adam B. Wolfson.

4 6. On December 9, 2010, the Former Clients appealed from the New York
5 Supreme Court judgment enforcing the arbitral award. The Former Clients have,
6 however, taken no steps to secure a stay of the judgment under New York law. The
7 judgment is therefore currently enforceable and the arbitral award that it enforced
8 directs that Quinn Emanuel be paid from the escrow held by BSF.

9 7. On September 23, 2010, in response to Quinn Emanuel's inquiry, BSF
10 advised that, notwithstanding the arbitral award in the firm's favor, BSF would not
11 release funds from the escrow account to satisfy the award without an order from
12 this Court directing that it do so. On December 3, 2010, in response to Quinn
13 Emanuel's further inquiry, BSF confirmed that, notwithstanding the judgment of the
14 New York Supreme Court, BSF required an order from this Court to release funds
15 from the escrow to satisfy the judgment. A copy of BSF's December 3, 2010 email,
16 which included a copy of its earlier email, is attached as Exhibit A to the
17 accompanying Declaration of Adam B. Wolfson.

18 8. BSF has stated that, "before we can disburse Trust Assets, we need to
19 receive an order of Judge Ware directing the distribution of Trust Assets, both to
20 protect the interests of all parties and to ensure that BSF performs its duties in
21 accordance with its obligations to the Court which created the Trust and is not
22 subject to future claims."

23 9. BSF has not sought from this Court the order that it says it requires in
24 order to satisfy the New York Supreme Court judgment and the arbitral award.

25 10. To provide BSF with the comfort that it says it requires, Quinn Emanuel
26 respectfully requests that this Court enter an order directing BSF to satisfy the arbitral
27 award and the New York Supreme Court's judgment within three (3) days of the entry
28

1 of this Court's order unless a New York court has, by that time, ordered that
2 enforcement of the judgment be stayed pending appeal.

3 DATED: December 17, 2010

QUINN EMANUEL URQUHART &
SULLIVAN. LLP

4 By

5 /s/ Bruce Van Dalsem
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CERTIFICATE OF SERVICE

I hereby certify that this document(s) filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non registered participants on December 17, 2010.

DATED: December 17, 2010 Respectfully submitted.

By /s/ Bruce Van Dalsem
Bruce Van Dalsem