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6 Attorneys for Plaintiff
7 COUPONS, INC.

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

11 COUPONS, INC.,
12 Plaintiff,
13 vs.
14 JOHN STOTTLEMIRE, and DOES 1-10,
15 Defendants.

Case No. 5:07-CV-03457 HRL

**DECLARATION OF NEIL A. GOTEINER
IN SUPPORT OF COUPONS' MOTION TO
DIRECT THE PARTIES TO RETURN TO
EARLY NEUTRAL EVALUATION
PURSUANT TO ADR L.R. 5-2, AND CIVIL
L.R. 7**

Date: January 27, 2009
Time: 10:00 a.m.
Courtroom: 2
Judge: Honorable Howard R. Lloyd

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19 I, Neil A. Goteiner, declare and say:

20 1. I am a partner with Farella Braun + Martel LLP in San Francisco, California, and
21 submit this declaration in support of Coupons, Inc.'s motion for this Court to refer the parties to
22 Mr. Harold McElhinny for a continuation of the ENE process.

23 2. Starting on November 21, 2008, I began to exchange email with Mr. Stottlemire
24 regarding his breach of the confidentiality term of the Settlement Agreement which he combined
25 with his mischaracterizations of events prior to settlement. I referred him to his website
26 announcement, (a shot of his website is attached hereto as Exhibit A), and a series of blogs and
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DECLARATION OF N. GOTEINER ISO
MOTION TO DIRECT PARTIES TO RETURN
TO ENE / USDC 5:07-CV-03457 HRL

1 publications reporting conversations with him (some of which are collected in Exhibit B attached
2 hereto).

3 3. I also proposed on November 21 that he remedy his breach and attempt to repair
4 the damage to Coupons by making a statement to the press and on his website explaining the true
5 facts leading up to the settlement. He declined, maintaining, among other things, that he did not
6 breach the Settlement Agreement.

7 4. I notified Mr. McElhinny in writing of Mr. Stottlemire's breach and of Coupons'
8 resulting rescission of the Settlement Agreement. I also repeatedly proposed to Mr. Stottlemire
9 between November 21st and November 26th that the parties return to Mr. McElhinny for guidance
10 in attempting to repair the breach and to settle the matter.

11 5. On November 26, 2008, Mr. Stottlemire explicitly rejected Coupons' proposal to
12 return to Mr. McElhinny. Mr. Stottlemire also stated that he did not breach the Settlement
13 Agreement and would be considering a motion to enforce the Settlement Agreement if the Court
14 declined to hold a status conference.

15 I declare under penalty that the foregoing is true and correct and that I could so
16 competently testify if called upon to do so. Executed in San Francisco, California on
17 December 5, 2008.

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_____/s/
Neil A. Goteiner

