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 FLURRY, INC.

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

12 In re iPhone Application Litigation

CASE NO. 5:10-CV-05878 LHK (PSG)

**DECLARATION OF GAIL E. LEES IN
 SUPPORT OF STIPULATED
 AGREEMENT FOR AN ORDER TO
 EXTEND TIME FOR DEFENDANTS
 FLURRY, INC. AND PINCH MEDIA, INC.
 TO ANSWER OR OTHERWISE
 RESPOND TO FIRST CONSOLIDATED
 CLASS ACTION COMPLAINT**

The Honorable Lucy H. Koh

1 I, Gail E. Lees, declare as follows:

2 1. I am an attorney licensed to practice law in all courts in the State of California and am
3 admitted to practice before the United States District Court, Northern District of California. I am a
4 partner in the law firm of Gibson, Dunn & Crutcher LLP and am one of the attorneys responsible for
5 the representation of Defendants Flurry, Inc. (“Flurry”) and Pinch Media, Inc. (“Pinch Media”) in this
6 matter. I make this declaration of my own personal knowledge, unless the context indicates
7 otherwise, and, if called as a witness, I could and would testify competently to the facts stated below.

8 2. On April 21, 2011, Plaintiffs Jonathan Lalo, Dustin Freeman, Anthony Chiu, Daniel
9 Rodimer and Jared Parsley (“Plaintiffs”) filed a First Consolidated Class Action Complaint
10 (“Complaint”) (ECF No. 71).

11 3. The Court’s April 7, 2011 Order Regarding Case Schedule and Case Management
12 (ECF No. 66) provided that defendants would have 30 days from the filing of the Complaint to
13 respond to the Complaint.

14 4. Flurry had previously appeared in this action, but on May 9, 2011, Plaintiffs served
15 Flurry with a Summons with the Complaint attached.

16 5. I have been in discussions with Plaintiffs’ counsel, Scott Kamber, regarding whether
17 Plaintiffs have effected valid service of the Complaint upon Defendant Pinch Media, but I have
18 agreed to accept service of the Complaint on behalf of Pinch Media in the event Pinch Media has not
19 yet been validly served.

20 6. Flurry is the parent corporation of Pinch Media, and in addition to the service issue
21 discussed above, I have been in discussions with Mr. Kamber regarding whether Flurry and Pinch
22 Media should be treated as separate entities or a single entity for purposes of this litigation.

23 7. In light of our discussions, Mr. Kamber and I agreed, subject to the Court’s approval,
24 that it would be appropriate if both Flurry and Pinch Media had until June 13, 2011—the same date
25 certain other defendants will be responding to the Complaint—to respond to the Complaint.

26 8. Neither Flurry nor Pinch Media has previously requested an extension of the deadline
27 to respond to the Complaint, and the requested extension will not alter the date of any other event or
28 any other deadline already fixed by Court order.

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct and that this declaration was executed on May 18, 2011, at New York,
3 New York.

4 DATED: May 18, 2011

/s/ Gail E. Lees

Gail E. Lees

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