UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

IN RE: APPLE iPHONE 3G AND 3GS MMS MARKETING AND SALES PRACTICES LITIGATION	MDL NO. 2116 2:09-md-2116 SECTION: J
THIS DOCUMENT RELATES TO ALL CASES	JUDGE BARBIER MAGISTRATE JUDGE WILKINSON

DEFENDANT AT&T MOBILITY LLC'S OPPOSITION TO PLAINTIFFS' MOTION TO COMPEL FURTHER DISCOVERY RESPONSES

INTRODUCTION

The Court should deny plaintiffs' motion to compel further discovery because the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16, precludes the type of wide-ranging discovery that plaintiffs seek. Under the FAA, discovery that relates to a motion to compel arbitration is strictly limited to ensure that the burdens of discovery do not obliterate the benefits of speedy and efficient arbitration. To effectuate "the statutory policy of rapid and unobstructed enforcement of arbitration agreements," the FAA "call[s] for an expeditious and summary hearing [on a motion to compel arbitration], with only ***restricted inquiry*** into factual issues." *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 22-23 (1983) (emphasis added).

Plaintiffs seek full-blown discovery pursuant to Federal Rule of Civil Procedure 26, as if the FAA did not exist. But their demands for extensive arbitration discovery contravene the Supreme Court's instruction that the FAA requires arbitrable disputes to be moved "out of court

and into arbitration as quickly and easily as possible." *Preston v. Ferrer*, 552 U.S. 346, 357 (2008). "Arbitration loses much of its value if one party can force protracted litigation and expensive discovery merely by raising questions about the party's intent in adopting a particular contract provision." *Va. Sprinkler Co. v. Road Sprinkler Fitters Local Union No. 669*, 868 F.2d 116, 121 (4th Cir. 1989); *see also O.R. Sec., Inc. v. Prof'l Planning Assocs., Inc.*, 857 F.2d 742, 745-46 (11th Cir. 1988) (FAA requires "expedited judicial action" without delay for "discovery, motions, and perhaps trial").

Here, there is no need for the voluminous discovery that plaintiffs seek. As the Court has previously recognized, the enforceability of the named plaintiffs' arbitration agreements presents questions of law that can be resolved on the basis of the terms of the arbitration agreements and information that is already within plaintiffs' possession. *See* Tr. of Jan. 15, 2010 status conference (Dkt. No. 21) at 22; *see also id.* at 21 (noting that whether an arbitration agreement is unconscionable is a legal, not factual, issue); *id.* at 25 (noting that arbitrability is a legal issue).

That ATTM's arbitration motions present legal issues susceptible of resolution without extensive discovery is underscored by *AT&T Mobility LLC v. Concepcion*, currently pending before the U.S. Supreme Court. In *Concepcion*, the Supreme Court will address the legal question of whether the FAA requires the enforcement of ATTM's arbitration provision—materially equivalent to the ATTM arbitration provisions at issue in this case—notwithstanding California law, which has erected a near-categorical ban against agreements to arbitrate on an individual basis. If the Supreme Court holds that ATTM's arbitration provision in *Concepcion* is enforceable as a matter of federal law despite California's broad prohibition on class-arbitration waivers in consumer contracts, the named plaintiffs' state-law challenges to ATTM's arbitration provisions would almost certainly fail as well—particularly because a number of states have already enforced the arbitration provisions of ATTM or its predecessors.

ARGUMENT

Plaintiffs repeatedly assert that the question whether their arbitration agreements are enforceable is "fact intensive." *See, e.g.*, Mem. in Supp. of Mot. to Compel Further Discovery (Dkt. No. 181-3) ("Mot. to Compel Discovery") at 1, 2, 4, 5. But this Court has recognized that ATTM's arbitration motions involve questions of law:

> What I'm saying, one way or another, you're signing up for some agreement. It's in the agreement. Whatever it is, it is. I just don't understand what kind of discovery you're going to need on that. It seems to me they could tee that up as a legal issue.

Tr. of Jan. 15, 2010 status conference (Dkt. No. 21) at 22; *see also id.* at 21 (noting that whether an arbitration agreement is unconscionable is a legal, not factual, issue); *id.* at 25 (noting that arbitrability is a legal issue).

Plaintiffs recognize that whether their challenges to their arbitration agreements are viable as a matter of state law generally turns on whether the plaintiffs' agreements are procedurally and substantively unconscionable. Mot. to Compel Discovery at 5.[1] Contrary to plaintiffs' assertions, analyzing those questions does not require extensive discovery into the arbitration agreements or any other facts and circumstances concerning putative class members who are not parties before the Court. Instead, the Court need only consider (i) the manner in which the named plaintiffs themselves entered into their arbitration agreements; and (ii) whether ATTM's cost-free arbitration provision is fair to each of the named plaintiffs. These questions are already answered by the arbitration provisions, the evidence already provided by ATTM, and/or information in the possession of plaintiffs themselves. Thus, no further discovery is called for or permissible.

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[1] Plaintiffs ignore the question the Supreme Court is considering in *Concepcion*: whether the FAA requires enforcing ATTM's arbitration provision as a matter of federal law despite contrary state law.

A. The FAA Strictly Limits The Discovery Available Pending A Motion To Compel Arbitration.

Plaintiffs contend that Rule 26 of the Federal Rules of Civil Procedure furnishes the applicable legal standard that governs the scope of discovery to which they are entitled at this stage. Mot. to Compel Discovery at 3. They are wrong. As the Supreme Court has made clear, because the very purpose of an arbitration agreement is to avoid the expense and delay of judicial proceedings, when a motion to compel arbitration has been filed, the FAA "call[s] for an expeditious and summary hearing, with only ***restricted inquiry*** into factual issues." *Moses H. Cone*, 460 U.S. at 22 (emphasis added). Otherwise, the expense of litigating the enforceability of an arbitration agreement threatens to eliminate the "simplicity, informality, and expedition" of arbitration (*Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 628 (1985)), thereby undermining the FAA's goals—not to mention the point of agreeing to arbitrate in the first place.

Once a motion to compel arbitration has been filed, "a federal court may consider only issues relating to the making and performance of the agreement to arbitrate." *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 404 (1967) (citing 9 U.S.C. §§ 3-4). Accordingly, a court may not permit discovery into the merits of the underlying claims. *See, e.g.*, *CIGNA HealthCare of St. Louis, Inc. v. Kaiser*, 294 F.3d 849, 855 (7th Cir. 2002) (permitting "discovery on the merits" before "the issue of [the] arbitrability [of the dispute] is resolved puts the cart before the horse"). Likewise, discovery into arbitrability itself also is strictly limited: The "FAA provides for discovery * * * in connection with a motion to compel arbitration ***only if*** 'the making of the arbitration agreement or the failure, neglect, or refusal to perform the same be in issue.'" *Simula, Inc. v. Autoliv, Inc.*, 175 F.3d 716, 726 (9th Cir. 1999) (quoting 9 U.S.C. § 4) (emphasis added). This rule follows from "the unmistakably clear congressional purpose that the arbitration procedure, when selected by the parties to a contract, be speedy and not subject to

delay and obstruction in the courts." *Prima Paint*, 388 U.S. at 404; *see also Moses H. Cone*, 460 U.S. at 22 ("Congress's clear intent, in the [FAA], [was] to move the parties to an arbitrable dispute out of court and into arbitration as quickly and easily as possible").

Plaintiffs suggest that, because they have the burden to show that their arbitration agreements are unenforceable, they must be given free reign with respect to discovery, to the point of being allowed to obtain "much of the same discovery necessary to consideration of the class certification question." Mot. to Compel Discovery at 7. That contention would turn the FAA on its head by subjecting parties to an arbitration agreement to the broad discovery they contracted to avoid. Moreover, the Fifth Circuit has rejected plaintiffs' premise, explaining that a party opposing a motion to compel arbitration is ***not*** automatically entitled to "an opportunity to pursue discovery related to [an] issue" simply because he or she "bears the burden of proof" in order to "defeat arbitration." *Bell v. Koch Foods of Miss., LLC*, 358 F. App'x 498, 501 (5th Cir. 2009) (internal quotation marks omitted). Rather, because the FAA allows "only ***restricted inquiry*** into factual issues," the party seeking discovery to oppose arbitration on grounds of "unconscionability" or other defenses must show "what evidence relevant to these defenses he suspected to find through discovery." *Ameriprise Fin. Servs., Inc. v. Etheredge*, 277 F. App'x 447, 449-50 (5th Cir. 2008) (emphasis added; internal quotation marks omitted).

Other courts similarly recognize that the FAA bars discovery unless the party opposing arbitration "present[s] ***a factually based predicate*** that establishes what the party knows, what it expects to discover, and ***why that information matters***." *Ex parte Horton Family Hous., Inc.*, 882 So. 2d 838, 841 (Ala. 2003) (emphasis added; internal quotation marks omitted); *see also, e.g.*, *Kulpa v. OM Fin. Life Ins. Co.*, 2008 WL 351689, at *1 (S.D. Miss. Feb. 6, 2008) (barring discovery to oppose motion to compel arbitration for lack of "a sufficiently compelling reason to conduct discovery"); *Honig v. Comcast of Ga. I, LLC*, 537 F. Supp. 2d 1277, 1283-84 & n.3

(N.D. Ga. 2008) (barring discovery as an attempt to "contravene the policy of the FAA that issues of arbitrability should be determined promptly," because the plaintiff "has not proffered any evidence" of his own and "fail[ed] to demonstrate that this discovery is necessary"); *Bank One, N.A. v. Coates*, 125 F. Supp. 2d 819, 828-29 (S.D. Miss. 2001) ("it does not follow from the fact that [the opposing party] takes the position that he did not agree to arbitration that discovery is needed to determine whether" there was an arbitration agreement), *aff'd*, 34 F. App'x 964 (5th Cir. 2002); *Hawkins v. Aid Ass'n for Lutherans*, 2001 WL 34388865, at *7 (E.D. Wis. Oct. 31, 2001) (barring discovery because "[p]laintiffs have not raised any matters relevant to the existence of an agreement to arbitrate that requires discovery"), *aff'd*, 338 F.3d 801 (7th Cir. 2003); *Gold v. Deutsche A.G.*, 1998 WL 126058, at *3 (S.D.N.Y. Mar. 19, 1998) (refusing request for discovery to oppose motion to compel arbitration because plaintiff made no allegations concerning how he agreed to arbitrate that would necessitate further discovery), *appeal dismissed*, 199 F.3d 1322 (2d Cir. 1999). Plaintiffs here have made no such showing.

Plaintiffs were on notice of these clearly established limitations (*see* Response Br. of ATTM on Discovery (Dkt. No. 41) at 2-7), and this Court expressly admonished plaintiffs that wide-ranging discovery was not necessary to resolve ATTM's motions to compel arbitration. Nevertheless, nine days after ATTM moved to compel arbitration, plaintiffs served ATTM with ***dozens*** of wide-ranging discovery requests—including 37 requests for production, 20 requests for admission, and 15 interrogatories.[2] Plaintiffs have failed to make any specific showing why they need this additional discovery to respond to ATTM's motions to compel arbitration.

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[2] Although plaintiffs insist that they need additional discovery from ATTM, they have not yet availed themselves of all the discovery ATTM has offered. ATTM provided written responses to plaintiffs' Interrogatories, Requests for Admission, and Requests for Production, along with more than 400 pages of documents. ATTM has also offered to produce over 750 additional pages pending entry of an appropriate protective order to ensure the proper handling of confidential materials. ATTM sent a draft proposed protective order to plaintiffs on October 1, 2010, but plaintiffs have made no response.

B. There Is No Need For Discovery Concerning The Manner In Which The Named Plaintiffs Entered Into Their Arbitration Agreements.

Plaintiffs have indicated that they will try to avoid their arbitration agreements by challenging them as "unconscionable" under state law. Further discovery is unnecessary, however, to resolve those challenges.

Allegations of procedural unconscionability depend on the circumstances under which the parties entered into an agreement. For example, under Alabama law, in order to prove procedural unconscionability, a plaintiff must "'shop around' in order to show that there was no meaningful alternative" to the product or service they sought. *Pitchford v. AmSouth Bank*, 285 F. Supp. 2d 1286, 1295 (M.D. Ala. 2003). Whether the plaintiffs can meet this burden, of course, is not something that can be illuminated by discovery from ATTM. And in Mississippi, courts examine whether the contract term is obscured by "inconspicuous print or the use of complex, legalistic language." *Norwest Fin. Miss., Inc. v. McDonald*, 905 So. 2d 1187, 1193 (Miss. 2005). This question is answered by the terms of ATTM's arbitration agreement itself.

In fact, the factors that the laws of various states take into account in assessing procedural unconscionability ***all*** relate to the circumstances under which the agreement was made.[3] Here, every named plaintiff was a party to the relevant transaction, unless they receive service on someone else's account (for example, a spouse or parent). Accordingly, they have ready access to this information. Thus, as a federal district court in Mississippi has observed—in a decision affirmed by the Fifth Circuit—"there is no apparent need for discovery as to [a party's] knowledge of" the circumstances under which that party agreed to arbitrate, because they "are matters only [they themselves] could know." *Coates*, 125 F. Supp. 2d at 828.

Plaintiffs never deny that they entered into arbitration agreements with ATTM, nor have

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[3] *See* Mem. of Points and Authorities in Supp. of ATTM's Mots. to Compel Arbitration (Dkt. No. 111) at 13-14, 22, 26-27, 29-30, 34-35, 37-38, 41-43, 47, 50-52, 56-57, 61-62.

they challenged any of the evidence ATTM submitted with its motions to compel arbitration to prove that they did so.[4] Instead, plaintiffs appear to believe that, simply because it is their hope to represent a class of customers, they are entitled to discovery on the circumstances under which *other* customers agreed to arbitrate their disputes. For example, they suggest that "[i]n order to rule on ATTM's Arbitration Motion, this Court must have the facts necessary to determine * * * whether the arbitration clause has been agreed to by ***class members in general***." Mot. to Compel Discovery at 4 (emphasis added). But the very case they cite says that "the court must determine whether ***the parties*** agreed to arbitrate the dispute." *Banc One Acceptance Corp. v. Hill*, 367 F.3d 426, 429 (5th Cir. 2004) (emphasis added; internal quotation marks omitted). At this stage, there are no "class members" in this action, and ATTM has not moved to compel any of these putative class members to arbitrate their disputes. Instead, ATTM's arbitration motions apply only to the named plaintiffs—the only plaintiffs before this Court—and so the relevant question is whether those individuals are ***themselves*** bound by arbitration agreements. The arbitration agreements of other putative class members are simply irrelevant.[5]

C. The Substantive Fairness Of The Named Plaintiffs' Arbitration Agreements Can Be Determined From The Text Of Those Agreements.

Plaintiffs argue that they need discovery about the arbitration agreements of other

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[4] Plaintiffs make much of the fact that ATTM submitted "evidentiary declarations" with its motions to compel arbitration (Mot. to Compel Discovery at 2), and characterize those motions as "extraordinarily fact-intensive" (*id*.), as if to suggest that ATTM's introduction of certain evidence opens the door to the reams of discovery that plaintiffs desire. But the declarations ATTM submitted, and the exhibits to them, simply served to provide evidence on the narrow issues necessary to decide the motions—the existence and contents of the named plaintiffs' arbitration agreements. This does not, as they suggest, render their discovery requests on the unrelated issues they wish to pursue automatically "germane." *Id*.

[5] The only authority plaintiffs cite to suggest that discovery is necessary for them to show that their agreements to arbitrate were procedurally unconscionable is *Trujillo v. Apple Computer, Inc.*, 578 F. Supp. 2d 979, 992-95 (N.D. Ill. 2008), which they characterize as a "fact intensive analysis" resulting in a finding of procedural unconscionability. Mot. to Compel Discovery at 5. But the court's procedural unconscionability finding in *Trujillo* was not based on discovery; it was based on the parties' own submissions to the court. Here, plaintiffs do not deny that they (or the customers on whose accounts they receive service) expressly acknowledged that they had an opportunity to review ATTM's terms of service when they accepted those terms.

customers because such information "is *directly relevant* to how the arbitration clauses impact Plaintiffs' individually." Mot. to Compel Discovery at 8 (emphasis in original). But the fairness of ATTM's arbitration provision can be determined from the terms of the provision itself. For similar reasons, another federal court prohibited plaintiffs from undertaking discovery "on the subject of '[w]hat the arbitration entails—its costs, its procedures, etc.'" because "the court can fathom no reason that" such information could not be ascertained from the arbitration agreement and the arbitration provider's rules, which "set forth the procedures and rules" that would apply. *Coates*, 125 F. Supp. 2d at 828–29. Accordingly, while plaintiffs argue that they need "[e]xemplars of all versions and drafts of all documents AT&T contends require arbitration of the disputes in this class action" (Mot. to Compel Discovery at 3), those requests are wholly overbroad and improper. ATTM has submitted the arbitration agreements that govern each named plaintiff's disputes with ATTM. Those are the arbitration provisions that matter; the arbitration agreements of other customers (much less drafts of arbitration agreements) have no bearing on the enforceability of those agreements. Similarly, plaintiffs are wrong to assert that they are entitled to discovery on the subjective "reasons" why ATTM has made use of agreements to arbitrate on an individual basis. *Id.* The company's subjective intent is wholly irrelevant to whether express contractual agreements are substantively fair to the parties and therefore must be enforced.

Plaintiffs also argue that discovery is needed to ascertain whether arbitration under ATTM's arbitration provision is "prohibitively expensive." Mot. to Compel Discovery at 6. Perhaps in some cases it may be necessary to develop evidence (such as an arbitral provider's rules) concerning the costs of arbitration. Here, however, the terms of ATTM's arbitration provision make that entirely unnecessary, because ATTM pays ***the full cost*** of arbitration for

relatively small claims.[6]

Nor does the fact that plaintiffs wish to represent a nationwide class entitle them to discovery concerning the arbitration agreements and experiences of putative class members. Plaintiffs argue otherwise (*see* Mot. to Compel Discovery at 8-9), but ignore that the relevant question is whether the plaintiffs' agreements are fair to the named plaintiffs themselves, not whether other customers' arbitration agreements are fair to other customers or to "everyone" at large. The Eighth Circuit, for example, has resoundingly rejected such arguments in refusing to honor discovery requests aimed at the experiences of customers other than the named plaintiffs. *Pleasants v. Am. Express Co.*, 541 F.3d 853, 859 (8th Cir. 2008). As the *Pleasants* court has explained, "whether other consumers have elected to arbitrate claims under other contracts is not material to the determination of" the plaintiff's unconscionability challenge in that case. *Id.*; *see also Honig*, 537 F. Supp. 2d at 1284 n.3 (rejecting request for discovery "as to whether Plaintiff and the members of the proposed [nationwide] Class agreed to arbitrate their claims," because such discovery was not "necessary" when it was undisputed that the plaintiff had signed the agreement containing the arbitration provision, and because "allowing such discovery would contravene the policy of the FAA that issues of arbitrability should be determined promptly") (alteration in original; internal quotation marks omitted). As these cases demonstrate, any such discovery is unnecessary and improper.

D. ATTM's Objections To Plaintiffs' Discovery Requests Are Proper.

Plaintiffs complain that ATTM has objected to many of their discovery requests on the ground that they are "overly burdensome," contending that "[i]t is ATTM's duty to search for

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[6] The sole exception is if a customer's claims are deemed frivolous by an arbitrator under the standards of Fed. R. Civ. P. 11(b). Mem. of Points and Authorities in Supp. of ATTM's Mots. to Compel Arbitration (Dkt. No. 111) at 4. Unsurprisingly, plaintiffs do not contend that this exception would apply to their claims; even if it did, discovery is unnecessary to identify the applicable costs for frivolous consumer claims. Under the AAA rules, a consumer's fees are capped at $125 for claims that (like plaintiffs') are for less than $10,000. *See id.* at 33.

and produce this material or to specifically identify the time and expense involved in responding to such a request." Mot. to Compel Discovery at 12. This is not the way discovery works under the FAA. When a motion to compel arbitration is pending, plaintiffs may not impose the burdens and delays of full discovery under the Federal Rules of Civil Procedure. As the Supreme Court has indicated in *Moses H. Cone*, the FAA demands a less intrusive approach.

For example, plaintiffs demand—among other things—an inquisition into how ATTM formed contracts with ***all*** of its customers nationwide; a complete internal history of all of ATTM's service agreements that have required the resolution of disputes by arbitration; and a file-by-file account of all disputes that have been submitted to ATTM's dispute-resolution program during the last three years, as well as an account of all complaints resolved *without* recourse to arbitration—a process that involves over $1 billion a year in credits. Case after case holds that such wide-ranging discovery is entirely improper in the context of a motion to compel arbitration.

In short, plaintiffs' requests are overly burdensome because they are in stark contrast to the "simplicity, informality, and expedition" of arbitration (*Mitsubishi Motors*, 473 U.S. at 628) and the FAA's call "for an expeditious and summary hearing, with only restricted inquiry into factual issues." *Moses H. Cone*, 460 U.S. at 22. It would be absurd—and directly contrary to the purpose of the FAA—to condition enforcement of any arbitration provision on the production of the wide-ranging information plaintiffs demand, the collection, review, redaction, and production of which would require enormous time and expense. Their requests can serve no purpose at this stage other than to burden ATTM, by vexatiously multiplying the cost to ATTM of enforcing its agreements to resolve its customers' disputes in arbitration. If plaintiffs had their way, businesses would routinely be forced to assume the threshold costs of discovery before arbitration takes place; those costs would quickly approach or exceed the expense of the full-on

merits litigation that plaintiffs agreed to forgo when they agreed to resolve their disputes with ATTM by arbitration on an individual basis.

These principles apply equally to plaintiffs' complaints regarding other objections asserted by ATTM. For example, they claim that it is improper for ATTM to object to requests that "seek[] information equally available to plaintiffs and/or publicly available." Mot. to Compel Discovery at 13. That objection would be appropriate in any event, but here it would be directly contrary to the aims of the FAA to promote efficient, informal resolution of disputes, if ATTM were required to conduct research for plaintiffs that they could conduct themselves. Once again, such requests are aimed at burdening ATTM by artificially inflating the costs of enforcing the plaintiffs' agreement to arbitrate. The same is true of plaintiffs' insistence that ATTM must, under Fed. R. Civ. P. 26(b)(5), produce a log of any requested information that is privileged or subject to other protection. Mot. to Compel Discovery at 15. The potential need for a privilege log arises out of document requests that categorically implicate materials covered by the attorney-client privilege and attorney work product doctrine (for example, requests for documents about why the company drafted an arbitration agreement). The burden, in time and expense, of producing such a log in the context of a motion to compel arbitration, is again at odds with the FAA's promotion of expeditious and summary court proceedings, and its requirement that disputes be moved "out of court and into arbitration as quickly and easily as possible." *Preston*, 552 U.S. at 357.[7]

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[7] Plaintiffs' additional complaints about ATTM's objections are equally meritless. They complain that ATTM responded to several of their requests with a "subset" of the requested documents, characterizing this as a "unilateral modification of Plaintiffs' RFPs [that] is not permissible or justified." On the contrary, ATTM offered partial responses to these requests—even where such information was unnecessary for plaintiffs to respond to ATTM's motions to compel, and therefore improper under the FAA—when it was possible to do so without undue burden, in an attempt to cooperate, to demonstrate its good faith, and to promote swift resolution of its motions to compel arbitration. For plaintiffs to now complain that ATTM responded with

CONCLUSION

The Court should deny plaintiffs' motion to compel further discovery.

Respectfully submitted,

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October 26, 2010

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some material where it could have refused to produce *any at all* suggests that plaintiffs are less interested in actually obtaining the information than they are in imposing burdens on ATTM.

Plaintiffs also suggest that ATTM's objections to vague and ambiguous terms in their discovery requests are improper because "[a] party cannot refuse to produce documents on the grounds that a request is vague or ambiguous" unless "the responding party cannot, in good faith, frame an intelligent reply." Mot. to Compel Discovery at 10. But ATTM's objections are not at odds with this principle: ATTM has not refused to produce documents *solely* on the grounds that a request was vague or ambiguous. Nevertheless, ATTM made its objections to make clear that its responses were based on its "good faith" efforts to understand the requests, and to preserve its rights should plaintiffs later contend that their requests should have been understood differently.

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of October, 2010, I served the foregoing by causing it to be filed with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to case participants.

/s/ Archis A. Parasharami
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