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David M. Soderland
Brant A. Godwin
Dunlap & Soderland, PS
901 Fifth Avenue, #3003
Seattle, WA 98164
206-682-0902
dsoderland@dunlapsoderland.com
bgodwin@dunlapsoderland.com

Honorable Ronald B. Leighton

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

CAROLYN ANDERSON,)
)
Plaintiff,)
)
vs.)
)
DOMINO'S PIZZA, INC., DOMINO'S)
PIZZA, LLC, FOUR OUR FAMILIES,)
INC., and CALL-EM-ALL, LLC,)
)
Defendants.)
)

CIVIL ACTION NO. C11-902-RBL
DECLARATION OF BRANT A.
GODWIN RE: PLAINTIFF'S
56(d) MOTION
Hearing Date: December 23, 2011

I, Brant Godwin, am an attorney with Dunlap & Soderland, P.S., counsel for Defendants Domino's Pizza, Inc. and Domino's Pizza, LLC in the above captioned matter. I am over 18 years of age and otherwise qualified to make the following declarations based on personal firsthand knowledge.

- 1. Attached, as Exhibit 1 is a true and correct copy of the Certificate of Service for Domino's summary judgment motion dated April 27, 2011.

DECLARATION OF BRANT A. GODWIN - 1

LAW OFFICES
DUNLAP & SODERLAND, P.S.
901 FIFTH AVENUE, SUITE 3003
SEATTLE, WA 98164
(206) 682-0902 (206) 682-1551

- 1 2. Attached, as Exhibit 2 is a true and correct copy of an email chain between plaintiff's
2 counsel and our office regarding what additional discovery Anderson's counsel needs in
3 order to respond to the motion for summary judgment and striking the motion.
- 4 3. Attached, as Exhibit 3 is a true and correct copy of the Certificate of Service for
5 Domino's Third discovery answers dated May 5, 2011.
- 6 4. Attached, as Exhibit 4 is a true and correct copy of the Certificate of Service for Call-Em-
7 All's discovery answers dated September 15, 2011.
- 8 5. Attached, as Exhibit 5 is a true and correct copy of the Certificate of Service for
9 Domino's First discovery answers dated May 12, 2010.
- 10 6. Attached, as Exhibit 6 is a true and correct copy of an email from Brant Godwin dated
11 November 8, 2011, showing proof of service of all three sets of discovery to Domino's,
12 reformatted as per the request of Rob Williamson.
- 13 7. Attached, as Exhibit 7 is a true and correct copy of an email from plaintiff's counsel's
14 office dated December 8, 2011 requesting ESI for the first time.
- 15 8. Attached, as Exhibit 8 is a true and correct copy of an email form Brant Godwin
16 providing answers to preliminary ESI questions submitted by plaintiff's counsel.
- 17 9. Attached, as Exhibit 9 is a true and correct copy of a Joint Status Report prepared by all
18 counsel, on plaintiff's letterhead and filed by plaintiff's counsel. This report sets the
19 discovery cut-off related to class certification for October 31, 2011.
- 20 21 22 23 24 25 26 10. Attached, as Exhibit 10 are true and correct portions of Domino's employee Scott
 Senne's deposition transcript, taken October 28, 2011 wherein he referenced the PULSE

DECLARATION OF BRANT A. GODWIN - 2

1 system.

2 11. Attached, as Exhibit 11 are true and correct copies of portions of Domino's employee
3 Chris Roeser's deposition transcript, taken October 28, 2011, wherein he referenced the
4 opt-in program.

5 12. Attached, as Exhibit 12 is a true and correct copy of an email dated December 8, 2011
6 from plaintiff's counsel that raises concerns related to Domino's discovery answers for
7 the first time.

8 13. Prior to December 8, 2011, the only concerns plaintiff's counsel expressed regarding
9 Domino's discovery answers related to formatting issues; namely, he wanted the answers
10 placed on the same page as his questions.

11 14. Attached, as Exhibit 13 are true and correct copies of portions of Four Our Families,
12 Inc.'s Answers to Second Discovery from plaintiff, wherein Four Our Families, Inc.
13 clarifies that they have never heard of Domino's opt-in system.

14 15. Attached, as Exhibit 14 is a true and correct copy of the Stipulated Protective Order
15 regarding disclosure in the Spillman v. Domino's Pizza, LLC case, number 10-349-BAJ-
16 SCR.

17 16. Attached, as Exhibit 15 is a true and correct copy of portions of the deposition transcript
18 of Brad Herman.

19 17. Attached, as Exhibit 16, is a true and correct copy of portions of the deposition transcript
20 of Michael Brown.

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25 DECLARATION OF BRANT A. GODWIN - 3

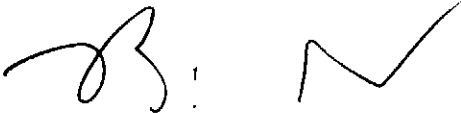
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LAW OFFICES
DUNLAP & SODERLAND, P.S.
901 FIFTH AVENUE, SUITE 3003
SEATTLE, WA 98164
(206) 682-0902 (206) 682-1551

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18. Attached, as Exhibit 17, is a true and correct copy of portions of the deposition transcript of Joseph Devereaux.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 16th day of December, 2011 at Seattle, Washington.



Brant A. Godwin, WSBA# 34424

DECLARATION OF BRANT A. GODWIN - 4

LAW OFFICES
DUNLAP & SODERLAND, P.S.
901 FIFTH AVENUE, SUITE 3003
SEATTLE, WA 98164
(206) 682-0902 (206) 682-1551

EXHIBIT 1

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IN KING COUNTY SUPERIOR COURT
STATE OF WASHINGTON

CAROLYN ANDERSON,

Plaintiff,

Vs.

DOMINO'S PIZZA INC., DOMINO'S
PIZZA, LLC and FOUR OUR FAMILIES,
INC.,

Defendants.

No. 10-2-15941-0SEA

CERTIFICATE OF SERVICE

I, Stacy Hughes, certify under penalty of perjury under the laws of the State of Washington that on April 22, 2011, I caused to be served and filed on the persons listed below the following documents in the following manners:

- 1. Domino Pizzas' Motion for Summary Judgment;
- 2. Domino Pizzas' Proposed Order for Summary Judgment;
- 3. Declaration of Brant Godwin with attachments;
- 4. Declaration of Michael Brown;
- 5. Certificate of Service.

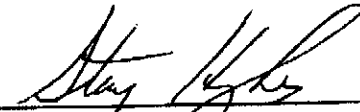
Counsel for Plaintiff:
Rob Williams
17253 Agate Street NE
Bainbridge Island, WA 98110

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Nicole Brown
5920 100th St SW Ste 25
Tacoma, WA 98499-2751

VIA U.S. Mail

DATED at Seattle, Washington this April 22, 2011.



Stacy Hughes

EXHIBIT 2

Brant Godwin

From: Dave Soderland
Sent: Wednesday, April 27, 2011 10:25 AM
To: Brant Godwin
Subject: FW: Domino's

From: Dave Soderland
Sent: Wednesday, April 27, 2011 10:24 AM
To: 'Rob Williamson'
Cc: Kim Williams; Nelson C. Fraley II
Subject: RE: Domino's

Rob: I'll check with Dominos but my recommendation will be to stipulate to allow you to add Call Em All. Dave

From: Rob Williamson [mailto:roblin@williamslaw.com]
Sent: Wednesday, April 27, 2011 10:20 AM
To: Dave Soderland
Cc: Kim Williams; Nelson C. Fraley II
Subject: RE: Domino's

I am beginning to worry that you are too nice. I will, however, accept your offer for now. Will you agree to stipulate that we can amend and add Call Em All? Nelson?

From: Dave Soderland [mailto:dsoderland@dunlapsoderland.com]
Sent: Wednesday, April 27, 2011 9:10 AM
To: Rob Williamson
Subject: RE: Domino's

Rob: We will agree to re-note our motion for the end of July. That should give you the time you need. Dave

From: Rob Williamson [mailto:roblin@williamslaw.com]
Sent: Tuesday, April 26, 2011 4:15 PM
To: Dave Soderland
Cc: Kim Williams
Subject: RE: Domino's

Thanks again.

From: Dave Soderland [mailto:dsoderland@dunlapsoderland.com]
Sent: Tuesday, April 26, 2011 4:06 PM
To: Rob Williamson
Subject: RE: Domino's

I'll check with Dominos Dave

From: Rob Williamson [mailto:roblin@williamslaw.com]
Sent: Tuesday, April 26, 2011 4:10 PM
To: Dave Soderland
Cc: Kim Williams
Subject: RE: Domino's

We have just served written discovery and answers will be due around May 25. If there are any objections or they are not timely answered, we will need more time. We also want to depose Scott Senne and Amy Phillips. Finally we need to conduct third party discovery of Call Em All. Since we are in State Court we must first move for a commission from our judge here, register or enroll that commission in the proper county in Texas, then conduct the discovery. Alternatively we might join Call Em All, which would require either your and Four Our Family's stipulation or our motion, and either way we serve them and since they are out of state Call Em All will =undoubtedly not appear or answer until the full 60 days run and then who knows how much cooperation we will obtain from them regarding discovery. So the short answer is that June 3 is not enough time. Thanks for checking this out and please determine if the motion can be continued for at least 90 days

From: Dave Soderland [mailto:dsoderland@dunlapsoderland.com]
Sent: Tuesday, April 26, 2011 3:52 PM
To: Dave Soderland; Rob Williamson
Cc: Kim Williams
Subject: RE: Domino's

Rob and Kim: Dominos will agree to a short continuance. The judge has June 3 open. Will that give you enough time?
Dave

From: Dave Soderland
Sent: Monday, April 25, 2011 5:03 PM
To: 'Rob Williamson'
Cc: Kim Williams
Subject: RE: Domino's

I've forwarded your request to my client and should have a response soon. Dave

From: Rob Williamson [mailto:roblin@williamslaw.com]
Sent: Monday, April 25, 2011 8:25 AM
To: Dave Soderland
Cc: Kim Williams
Subject: Domino's
Importance: High

We arrived home from Eastern Washington to find your motion in our mailbox, delivered Saturday. Our daughter graduates from Scripps on May 15, 2011, and then we are staying in the area for a few days and I will then drive her car home. So I cannot argue the motion set for 5/20, now will I have time before hand to work on a brief. Further I want to depose at least one more witness based on the testimony of the witness proffered by Domino's whom we did depose. Would you agree to move the motion for approximately 8 weeks so we can complete our discovery?

Rob Williamson
17253 Agate Street NE
Bainbridge Island, WA 98110

Office (Direct): (206) 780-4457
Cell: (206) 321-1917
Fax: (206) 780-5557

EXHIBIT 3

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IN KING COUNTY SUPERIOR COURT, STATE OF WASHINGTON

CAROLYN ANDERSON,)	
)	
Plaintiff,)	CLASS ACTION
)	
vs.)	NO. 10-2-15941-0SEA
)	
DOMINO'S PIZZA, INC.; DOMINO'S)	CERTIFICATE OF SERVICE
PIZZA, LLC and FOUR OUR FAMILIES,)	
INC.,)	
)	
Defendants.)	

I, Brant A. Godwin, certify under penalty of perjury under the laws of the State of Washington that on May 5, 2011, I caused to be served on the persons listed below in the manner shown:

1. Domino's Pizza, Inc. and Domino's Pizza, LLC Responses to Plaintiff's Third Requests for Production;
2. Certificate of Service.

TO:
Counsel for Plaintiff:
 Kim Williams
 Williamson & Williams
 17253 Agate Street N.E.
 Bainbridge Island, WA 98110
 kim@williamslaw.com

CERTIFICATE OF SERVICE – 1

LAW OFFICES
 DUNLAP & SODERLAND. P.S.
 901 FIFTH AVENUE, SUITE 3003
 SEATTLE, WA 98164
 (206) 682-0902 (206) 682-1551

1 **Counsel for Four Our Families:**

2 Nicole Brown
3 Fabion, Johnson, Reeder & Fraley
4 5920 – 100th Street S.W.,#25
5 Lakewood, WA 98499
6 nbrown@fjr-law.com

6 Via Email.

7 DATED in Seattle, Washington this 5th day of May, 2011.

8
9 
10 _____
11 Brant A. Godwin

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CERTIFICATE OF SERVICE - 2

LAW OFFICES
DUNLAP & SODERLAND. P.S.
901 FIFTH AVENUE, SUITE 3003
SEATTLE, WA 98164
(206) 682-0902 (206) 682-1551

EXHIBIT 4

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies as follows:

3 I am employed at Corr Cronin Michelson Baumgardner & Preece LLP, attorneys of
4 record for Defendant Call-Em-All, LLC herein.

5 I hereby certify that on this date, I served the attached foregoing upon the following
6 persons in the manner noted:

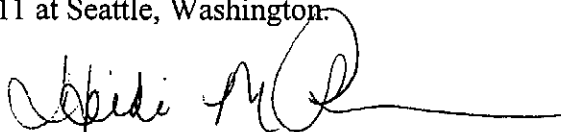
7
8 Kim Williams
9 Rob Williamson
10 Williamson & Williams
11 17253 Agate St. NE
12 Bainbridge Island, WA 98110
13 *Attorneys for Plaintiffs*
14 *Via E-Mail*

David M. Soderland
Dunlap & Soderland, P.S.
901 Fifth Avenue, Suite 3003
Seattle, WA 98164
Attorneys for Domino's Pizza, LLC
Via Hand-Delivery

15 Nelson C. Fraley II
16 Faubion, Reeder, Fraley & Cook, P.S.
17 5920 – 100th St. SW #25
18 Lakewood, WA 98499
19 *Attorneys for Defendant Four Our Families, Inc.*
20 *Via E-Mail*

21 I declare under penalty of perjury under the laws of the state of Washington
22 that the foregoing is true and correct.

23 DATED: September 9, 2011 at Seattle, Washington.

24 

Heidi M. Powell

EXHIBIT 5

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IN KING COUNTY SUPERIOR COURT, STATE OF WASHINGTON

CAROLYN ANDERSON,)	
)	
Plaintiff,)	CLASS ACTION
)	
vs.)	NO. 10-2-15941-0SEA
)	
DOMINO'S PIZZA, INC.; DOMINO'S)	CERTIFICATE OF SERVICE
PIZZA, LLC and FOUR OUR FAMILIES,)	
INC.,)	
)	
Defendants.)	
)	

I, Gail M. Garner, certify under penalty of perjury under the laws of the State of Washington that on May 12, 2010, I caused to be served on the persons listed below in the manner shown:

1. Plaintiff's First Interrogatories and Requests for Production and Defendants Domino's Pizza, Inc. and Domino's Pizza LLC Answers to Plaintiff's First Interrogatories and Requests for Production;
2. Certificate of Service.

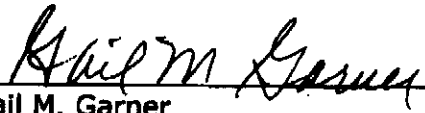
TO:
Counsel for Plaintiff:
 Kim Williams
 Williamson & Williams
 187 Parfitt Way S.W., #250
 Bainbridge Island, WA 98110
 T: 206-780-4447
 F: 206-789-5557

CERTIFICATE OF SERVICE - 1

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Via US Mail.

DATED in Seattle, Washington this 12th day of May, 2010.



Gail M. Garner

CERTIFICATE OF SERVICE - 2

EXHIBIT 6

Brant Godwin

From: Brant Godwin
Sent: Tuesday, November 08, 2011 10:01 AM
To: 'robin@williamslaw.com'
Cc: 'andy@lustigmanfirm.com'; Nelson Fraley; Nicole Brown; Dave Soderland
Subject: Domino's Discovery
Attachments: 1st.pdf; 2nd.pdf; 3rd.pdf; Discovery--Verifications.pdf

Rob:

Attached please find Domino's prior discovery answers in the format you requested. Answers and responses to Second and Third discovery are unchanged except for the changed formatting you requested and to reflect that documents provided with earlier responses are not being attached again. The only substantive change is to Answer to Interrogatory Number 11 in the first set of discovery. This answer was supplemented to include information related to the *Spillman* case.

Also attached are two verification pages. It appeared from my records that we never sent your office a verification page for second discovery. This is now corrected. The other verification page is for the changes made to Answer Number 11 to first discovery.

Call or email with any questions.

Mr. Lustigman & Mr. Fraley: Let me know if you want hard copies of this discovery. Otherwise, I will assume email form is acceptable. Thanks.

BRANT A. GODWIN

DUNLAP & SODERLAND, PS
901 Fifth Ave., Suite 3003
Seattle, WA 98164
T: (206) 682-0902
F: (206) 682-1551
bgodwin@dunlapsoderland.com

This e-mail, and any attachments thereto, is intended only for the use of the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at (206) 682-0902 and permanently delete the original and any printout thereof.

EXHIBIT 7

Brant Godwin

From: Lisa Hanlon [lisa@williamslaw.com]
Sent: Thursday, December 08, 2011 11:45 AM
To: Dave Soderland; Brant Godwin; Nelson Fraley; ALustigman@olshanlaw.com; Nicole Brown; Shaffer, Scott A.; kcorr@corrchronin.com; cdimock@corrchronin.com
Cc: Rob Williamson; Kim Williams
Subject: Anderson v. Domino's, et al - Discovery to Domino's
Attachments: Plaintiff's Request for Electronically Stored Information.pdf; Plaintiff4thRFPsDomino's.pdf; 30b6Dominos.pdf

Good Morning –

Attached are the following documents:

Plaintiff's Fourth RFPs to Defendants Domino's Pizza, Inc. and Domino's Pizza LLC
Plaintiff's Request to Defendants Domino's Pizza, Inc. and Domino's Pizza LLC for Electronically Stored Information
Notice of 30(b)6 Deposition to Defendants Domino's Pizza, Inc. and Domino's Pizza LLC

Lisa

*Lisa Hanlon
Assistant to Rob Williamson & Kim Williams*

PLEASE NOTE OUR NEW ADDRESS:

Williamson & Williams
17253 Agate Street NE
Bainbridge Island, WA 98110
Phone: 206.780.4447
Fax: 206.780.5557

To preserve resources, we will not ordinarily send this document to you separately by mail unless requested.

EXHIBIT 8

Brant Godwin

From: Brant Godwin
Sent: Wednesday, November 30, 2011 11:30 AM
To: 'Rob Williamson'
Cc: Dave Soderland
Subject: Domino's ESI Requests
Attachments: 20111130104229.pdf

Rob:

I am attaching Domino's answers to the six questions we discussed related to ESI during our conference a couple of weeks ago.

Call or email with any questions.

BRANT A. GODWIN

DUNLAP & SODERLAND, PS
901 Fifth Ave., Suite 3003
Seattle, WA 98164
T: (206) 682-0902
F: (206) 682-1551
bgodwin@dunlapsoderland.com

This e-mail, and any attachments thereto, is intended only for the use of the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please notify me via return e-mail and via telephone at (206) 682-0902 and permanently delete the original and any printout thereof.

EXHIBIT 9

HONORABLE Marsha J. Pechman

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CAROLYN ANDERSON,

Plaintiff,

No. 11-00902 MJP

JOINT STATUS REPORT

vs.

DOMINO'S PIZZA, INC., DOMINO'S
PIZZA, LLC, FOUR OUR FAMILIES, INC.,
and CALL-EM-ALL, LLC,

Defendants.

Plaintiff and Defendants, in compliance with the Court's July 5, 2011 Order, inform the Court as follows.

1. **Nature and complexity of case.** Plaintiff contends Defendants made or caused to be made illegal pre-recorded telephone calls to her and other members of the proposed class, in violation of state and federal law. This action was originally filed in state court and removed by Defendant Call-Em-All, LLC after the state court complaint was amended to add said Defendant. Defendants deny Plaintiff's claims and allegations. This case may be complex given class certification issues, including whether this action should be certified as a nationwide (or any) class action. Defendants contend that class

1
2 certification is not appropriate in this case. This case was removed to this Court on May 31,
3 2011. Plaintiff's motion for class certification should be filed by December 1, 2011.

4 2. **Method of ADR.** The parties agree that mediation should be used.

5 3. **Timing of ADR.** Plaintiff believes ADR should occur within four months
6 of the filing of this Report. Defendants believe it should occur within 6 months.

7 4. **Deadline to Join Additional Parties.** September 15, 2011.

8 5. **Proposed discovery plan.** The FRCP 26(f) conference took place on July
9 20, 2011. The FRCP 26(a) initial disclosures will be served on August 9, 2011. Plaintiff
10 will seek discovery to enable her to file a motion for class certification and establish
11 liability. Defendants believe that initial discovery should be limited to discovery about
12 plaintiff's individual claims and the class action requirements of Rule 23 of the Federal
13 Rules of Civil Procedure, and that discovery relating to absent class members be deferred
14 until after the Court's ruling on class certification. Plaintiff believes she will require more
15 than twenty-five interrogatories but otherwise believes no changes in the limitations on
16 discovery imposed under the Federal and Local Civil Rules are necessary. Defendants do
17 not agree Plaintiff will require extra interrogatories and no changes in the limitations on
18 discovery imposed under the Federal and Local Civil Rules are necessary. The parties will
19 manage discovery so as to minimize expense. To the extent any party brings a dispositive
20 motion, any other party may seek discovery related thereto.

21 6. **Completion of Discovery.** Plaintiff believes discovery related to class
22 certification and should be can be completed by October 31, 2011 so that her Motion for
23 Class Certification may be timely filed. Following the Court's ruling on class certification,
24 the parties would request leave to submit to the Court a discovery plan related to merits.
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2 7. **No consent to Magistrate Judge.** The parties do not consent to a
3 Magistrate Judge conducting the proceedings in this case.

4 8. **Bifurcation.** The parties agree bifurcation is not necessary.

5 9. **Pretrial Statements.** Plaintiff believes the pretrial statements and pretrial
6 order called for by Local Rules CR 16(e), (h), and (l) and 16.1 should be dispensed with in
7 whole. Defendants do not so agree.

8 10. **Other Suggestions for Shortening Trial.** None at this time.

9
10 11. **Date case ready for trial.** Plaintiff and Defendant Four Our Families
11 believe the case will be ready for trial as of April 1, 2012. Defendants Domino's Pizza,
12 Domino's Pizza, LLC and Call-Em-All believe they will be ready for trial as of June 1,
13 2012.

14 12. **Jury or non-jury.** There is no jury demand.

15 13. **Number of trial days required.** The parties believe the case will be
16 resolved on motions practice and there probably will be no trial. If there is a trial it should
17 require no more than five days.

18
19 14. **Trial counsel.** Names, addresses, and telephone numbers of all trial counsel
20 are as follows:

21 **FOR PLAINTIFF:**

22 Rob Williamson
23 Kim Williams
24 WILLIAMSON & WILLIAMS
25 17253 Agate Street NE
26 Bainbridge Island, WA 98110
(206) 780-4447

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FOR DEFENDANTS DOMINO'S PIZZA, INC., and DOMINO'S PIZZA, LLC

David Soderland
DUNLAP & SODERLAND, P.S.
901 Fifth Avenue, Suite 3003
Seattle, WA 98164
(206) 682-0902

FOR DEFENDANT FOUR OUR FAMILIES, INC.

Nelson Fraley
Nicole Brown
FAUBION, REEDER, FRALEY & COOK, PS
5920 - 100th Street SW, #25
Lakewood, WA 98499
(253) 581-0660

FOR DEFENDANT CALL EM ALL, LLC

Andrew Lustigman
Scott Shaffer
OLSHAN GRUNDMAN FROME
ROSENZWEIG & WOLOSKY LLP
Park Avenue Tower
65 East 55th Street
New York, NY 10022
(212) 451-2300

Kelly Corr (local counsel)
CORR CRONIN MICHELSON
BAUMGARDNER & PREECE LLP
1001 4th Avenue, Suite 3900
Seattle, WA 98154
(206) 685-8600

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DATED: July 26, 2011

WILLIAMSON & WILLIAMS

/s/ Rob Williamson

Rob Williamson, WSBA #11387

Attorney for Plaintiff

DUNLAP & SODERLAND, P.S.

/s/ David Soderland

David Soderland, WSBA #6927

Attorney for Defendant Domino's Pizza

FAUBION, REEDER, FRALEY & COOK, PS

/s/ Nicole Brown

Nicole Brown, WSBA #40704

Attorney for Defendant Four Our Families, Inc.

OLSHAN GRUNDMAN FROME

ROSENZWEIG & WOLOSKY LLP

/s/ Andrew Lustigman

Andrew Lustigman (pro hac)

Attorneys for Defendant Call-Em All, LLC

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CERTIFICATE OF SERVICE

I hereby certify that on July 26, 2011, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all Counsel of record who receive CM/ECF notification and that the remaining parties be served in accordance with the Federal Rules of Civil Procedure.

DATED: July 26, 2011

s/Rob Williamson

Rob Williamson, WSBA #11387
17253 Agate Street NE
Bainbridge Island, WA 98110
Telephone: (206) 780-4447
Fax: (206) 780-5557
Email: roblin@williamslaw.com

EXHIBIT 10

Anderson v. Domino's Pizza

Deponent: **Scott Senne**

Taken: **10/28/2011**



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IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CAROLYN ANDERSON,

Plaintiff,

vs.

Case No. 2:11-cv-00902 RBL

DOMINO'S PIZZA, INC., DOMINO'S
PIZZA, LLC, FOUR OUR FAMILIES,
INC., and CALL-EM-ALL, LLC,

Defendants.

DEPOSITION OF SCOTT SENNE

Taken by the Plaintiff on Friday, October 28, 2011, at the
offices of Huron Reporting & Video Conferencing, 623 W. Huron
Street, Ann Arbor, Michigan, at 11:00 a.m.

APPEARANCES:

For the Plaintiff:

MR. ROB WILLIAMSON
Williamson & Williams
17253 Agate Street, NE
Bainbridge Island, Washington 98110
(206) 780-4447
roblin@williamslaw.com

For Defendant Domino's:

MR. DAVID SODERLAND
Dunlap & Soderland, PS
901 Fifth Avenue, Suite 3003
Seattle Washington 98164
(206) 973-3835
dsoderland@dunlapsoderland.com



1 For Defendant Domino's: MR. SCOTT MANDEL (P45337)
2 Corporate Counsel Domino's Pizza, LLC
3 30 Frank Lloyd Wright Drive
4 Ann Arbor, Michigan 48105
(734) 930-3987
mandels@dominos.com

5 For Defendant Four Our Families
(via telephone): MR. NELSON FRALEY
6 MS. NICOLE BROWN
7 Faubion, Reeder, Fraley & Cook, PS
5920 100th Street, SW, #25
8 Lakewood, Washington 98499
(253) 581 0660
9 nfraley@fjr-law.com
nbrown@fjr-law.com

10 For Defendant Call-Em-All
11 (via telephone): MR. SCOTT SHAFFER
12 Olshan Grundman Frome
Rosenzweig & Wolosky, LLP
13 Park Avenue Tower
65 East 55th Street
14 New York, New York 10022
(212) 451-2300
15 SShaffer@olshanlaw.com

16 REPORTED BY: Ms. Diane Bennett, CSR-4019, RPR
17 Certified Shorthand Reporter
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1 Q. If a vendor is going to appear at an expo for the first time
2 and they are brought to your attention in one of the different
3 ways you've described, is there any vetting done by you or
4 people under your control to screen them or otherwise make
5 sure they're suitable?

6 A. If they are -- if they resemble anything that is something
7 that Domino's Corporate is working with, then I immediately
8 contact that department to see if they would have any problems
9 with them being invited.

10 And if somebody is in direct competition, then we
11 would get back with the vendor and give them our apologies and
12 tell them, "No, we can't invite you."

13 Q. Okay. Give me an example of a vendor who would be offering a
14 service that's in direct competition.

15 A. I don't remember the name of a vendor, but I know there was
16 one that wanted to come that was in direct competition with
17 our Pulse computer system, the software.

18 Q. So the one form of screening, as it were, is to make sure they
19 aren't in competition; is that correct?

20 A. Correct.

21 Q. Is there any other kind of screening?

22 A. No.

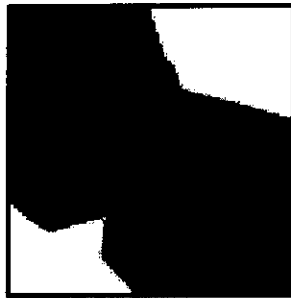
23 Q. Okay. What if a vendor said that we wanted to offer a service
24 where franchisees could insert, in every Domino's pizza box
25 they distribute, a flyer for Newt Gingrich, would you

EXHIBIT 11

Anderson v. Domino's Pizza

Deponent: **Christopher Roeser**

Taken: **10/28/2011**



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IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CAROLYN ANDERSON,
Plaintiff,

vs.

Case No. 2:11-cv-00902 RBL

DOMINO'S PIZZA, INC., DOMINO'S
PIZZA, LLC, FOUR OUR FAMILIES,
INC., and CALL-EM-ALL, LLC,
Defendants.

DEPOSITION OF CHRISTOPHER ROESER

Taken by the Plaintiff on Friday, October 28, 2011, at the
offices of Huron Reporting & Video Conferencing, 623 W. Huron
Street, Ann Arbor, Michigan, at 9:05 a.m.

APPEARANCES:

For the Plaintiff: MR. ROB WILLIAMSON
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For Defendant Domino's: MR. DAVID SODERLAND
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1 For Defendant Domino's:

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5 For Defendant Four Our Families
(via telephone):

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10 For Defendant Call-Em-All
11 (via telephone):

MR. SCOTT SHAFFER
Olshan Grundman Frome
Rosenzweig & Wolosky, LLP
Park Avenue Tower
65 East 55th Street
New York, New York 10022
(212) 451-2300
SShaffer@olshanlaw.com

16 REPORTED BY:

Ms. Diane Bennett, CSR-4019, RPR
Certified Shorthand Reporter

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1 in the company.

2 Q. Oh, okay. And tell me in your words what you understood the
3 exchange here was about.

4 Is it fair -- I'm sorry -- is it fair to say it
5 began by a direct communication by you from Mr. Hermann?

6 A. That's correct.

7 Q. Okay. So this literally came out of the blue?

8 A. That's correct.

9 Q. You never heard of him, didn't know anything about him until
10 this showed up; is that correct?

11 A. That's correct.

12 Q. Okay.

13 A. So would you like me just to --

14 Q. I'm sorry. Yes.

15 A. Okay. So there are three emails linked together here. The
16 first on August 21st, 2009, is from Mr. Hermann to Joanne and
17 I. And he somehow -- he's indicating that he had heard about
18 some functionality that we were building on our website.
19 Functionality would allow franchisees to collect automated
20 phone call opt-ins on our website. He had heard about that
21 and that's what he's referring to when he says "regarding your
22 new phone opt-in process".

23 So he was asking me a couple questions about that.
24 He wanted to know if he could let his other clients know --
25 his other Domino's franchisee clients is what I inferred that



1 he meant -- about that program and also wanted to know about
2 the legal terms since there were some legal restriction or
3 legal parameters involved in the program. So he's asking
4 Joanne and I if he can share that information with some of his
5 other clients.

6 Q. All right. So when he writes this Dear -- "Hi Joanne & Chris"
7 like you're old buddies --

8 A. Yeah.

9 Q. -- you, in fact, had no relationship with him at the time?

10 A. That's right. That's right.

11 Q. But you gathered he heard about this phone opt-in process and
12 he was writing about it?

13 A. Uh-huh. Yes.

14 Q. Tell me again what the phone opt-in process was.

15 A. So as owners of the dominos.com website, we managed the
16 functionality and the customers' experience with the website,
17 so we built some new functionality on the website, in right
18 about this time, that allowed franchisees to collect phone
19 numbers of customers who had opted, who would opt in to
20 receive automated phone calls.

21 So these franchisees would notify us that they are
22 interested in taking advantage of this functionality on the
23 website and they would collect opt-ins through the website but
24 we had to build that because we owned the website.

25 Q. All right. When did this functionality -- is "functionality"



1 another word for just something you can do on the website?

2 A. Yeah. Yeah.

3 Q. Okay. I wanted to put it that way so Dave would be tracking
4 this conversation.

5 A. Okay. Yeah.

6 MR. SODERLAND: And you might need to define what
7 "website" is for me, too, Rob.

8 BY MR. WILLIAMSON:

9 Q. When had this functionality been -- I assume like anything,
10 you tinkered with it before it got running -- but when did it
11 like finally get running on the site?

12 A. It was I believe mid August 2009, so it was right about the
13 time of this email.

14 Q. And I need to understand what it meant.

15 I mean it would have a list of customers who had
16 opted in to getting phone called; is that right?

17 A. Yes. So you're asking me like how it worked?

18 Q. Yes, please.

19 A. Okay. So, just taking an individual case, so a customer could
20 visit our website on what we call a computer --

21 MR. SODERLAND: Got it. Got it.

22 A. -- and go to the website, navigate to a page, an opt-in page
23 where they could opt in to receive emails from the company,
24 they could opt in to receive text messages from Domino's.

25 The third thing they could do, as of this time _,

1 was opt in to receive automated phone calls. If they checked
2 that box that, yes, they wanted to receive automated phone
3 calls from their local store manager is the way it was kind of
4 presented to them, they would enter their phone number and
5 their mailing address. So we could identify who their store
6 was, we used their mailing address to tie them to their local
7 store.

8 We would then, on the back end behind the scenes at
9 the website, we would take that phone number and pass that
10 number directly to the franchisee so they could do with it
11 whatever they wanted to do, presumably it would be to feed
12 their automated phone process.

13 BY MR. WILLIAMSON:

14 Q. Okay. This would be, if they chose, if the franchisee even
15 came onto the site to get the information?

16 A. If the --

17 Q. In other words, how would a franchisee know that that
18 functionality or that data was now available?

19 A. Well, it's kind of a, it was word of mouth, more or less, that
20 the franchisee would hear that this functionality was
21 available to them to take advantage of.

22 We actually built this, we put this process in place
23 because a large franchisee, an influential franchisee in our
24 system, asked us to. And --

25 Q. Who is that, by the way?

1 We could get that information if we wanted it?

2 A. I think that's something we could probably piece together. I
3 don't have that with me today but I think that's something
4 that's retrievable.

5 Q. Okay. Did the attorney that took your deposition a few weeks
6 ago ask about this, the names of these other franchisees?

7 A. No.

8 MR. WILLIAMSON: See, he's not as clever as I am.

9 MR. SODERLAND: Very few people are as clever as
10 you, Rob.

11 BY MR. WILLIAMSON:

12 Q. Let's go back. I'm a customer and I am somehow on the website
13 and I can somehow get to a place where I can say, "I'm willing
14 to opt in or not."

15 Tell me, describe how that would work for the
16 customer. Is it part of them making an order?

17 A. It's not part of them making an order.

18 Q. Okay. All right.

19 A. So when you land on the website, on the home, on the main
20 landing page of the website, you've got a few different
21 options from there with different buttons. There's different
22 things you can do.

23 Q. Sure.

24 A. One of them is "order now" and you click that and then you go
25 make your order.

1 Q. Let me interrupt. I gather that -- I'm totally used to you
2 order and call up and "I want a pepperoni".

3 I gather you're moving away from that and, even
4 though it's a local transaction, people are in fact making
5 orders online through the hub or whatever; is that correct?

6 A. That's correct.

7 Q. And is that more than -- is that a majority of orders now for
8 Domino's?

9 A. Not quite yet a majority.

10 Q. All right.

11 A. It's about 30 percent, so it's a good number, and that number
12 is gradually increasing.

13 Q. Good. All right. And so if a customer goes to the site, I
14 mean they may go online for other reasons, they're interested
15 in this or that, but I guess most of the time customers are
16 coming on to make an order; is that right?

17 A. That's right.

18 Q. And if they want to make an order, they go to that button; is
19 that correct?

20 A. Uh-huh. That's correct.

21 Q. And then if they then place their order, does that in any way
22 route them to this other business where they can opt in for
23 emails and so forth?

24 A. For emails, yes. So on the checkout page, as part of the
25 last, the last step in the order process, we allow them to opt



1 into emails.

2 Q. Okay.

3 A. But at the time we had the phone opt-in functionality on the
4 site, customers had to navigate, had to find their way to a
5 separate page that was outside of the ordering process to opt
6 in.

7 Q. All right.

8 A. And the way that they would do that was at the bottom of the
9 website, there are different links, like in the footer, small
10 links, like some of them would say "additional information",
11 another one would be "legal", like "terms of use" of the
12 website.

13 Q. I assume the nutritional information page didn't have anything
14 on it; right?

15 A. That would have been our preference as well. There's legal,
16 you know, terms. And then one of the links was "opt in to
17 receive offers" or, you know, so then it was that link that
18 would take them to that separate page.

19 Q. Let's come back to that one in a minute.

20 If you did place an order, it was always the case
21 that you could opt in or not to get emails; is that correct?

22 A. That's correct.

23 Q. So from the beginning -- well, not from the beginning.

24 When did that functionality or that opt-in option
25 first appear?

- 1 A. Before my time at the company. So --
- 2 Q. So it was there when you got there?
- 3 A. It was there when I got there.
- 4 Q. And you make an order and at the very end there is a, "If you
5 would like to get emails about specials" or I don't know what
6 it said, "you can check this box", something like that?
- 7 A. That's correct.
- 8 Q. Okay. And these were meant to be -- and I'm not saying this
9 derogatorily -- these were solicitation emails?
- 10 A. That's correct.
- 11 Q. And it wasn't one of these where you have to uncheck; you had
12 to affirmatively check the box to say, "I want to get them";
13 is that right?
- 14 A. I believe it was a prechecked box.
- 15 Q. Okay. That's fine.
- 16 A. Yeah.
- 17 Q. And then the person, though, would have to put in their email,
18 I guess, or would you know?
- 19 A. The email address was required, required in order to, yeah, to
20 opt in.
- 21 Q. So did you have to put in the email address to make the order?
- 22 A. To make the order.
- 23 Q. All right. And then at the bottom, I understand it was
24 already checked?
- 25 A. That's correct.



- 1 Q. So people had to, in effect, uncheck it if they didn't want to
2 get the emails?
- 3 A. Correct.
- 4 Q. But there was never one on the order for phone calls, faxes,
5 anything else; is that correct?
- 6 A. That's correct.
- 7 Q. All right. Then for a while there was a separate link at the
8 bottom of the web page where people could independently opt
9 in; is that right?
- 10 A. That's correct.
- 11 Q. All right. And there, they could opt in to get phone calls?
- 12 A. Correct.
- 13 Q. And by that, I mean the prerecorded phone calls?
- 14 A. Yes.
- 15 Q. As opposed to a live telemarketer?
- 16 A. Correct.
- 17 Q. Anything else they could opt in to get?
- 18 A. Emails.
- 19 Q. Separately?
- 20 A. Separately.
- 21 Q. Okay.
- 22 A. And text messages.
- 23 Q. Oh, okay. Okay.
- 24 A. Those three.
- 25 Q. So some number of customers would go to that link at the

1 bottom of the web page and then they would be permitted to opt
2 in to one of those three?

3 A. That's correct.

4 Q. All right. And that page looks different now? It doesn't
5 have, like, telephone calls on it?

6 A. That's correct. It does not have phone calls. It still has
7 email and text.

8 Q. And when a customer gets into that site, when it got into it
9 back when it had all three, were the boxes all checked?

10 A. No. They were all unchecked.

11 Q. So you had to check each of the three?

12 A. That's correct.

13 Q. And I presume, at least with getting a call, you would have to
14 put in a phone number, affirmatively put it in, or not?

15 A. Yes. You would have to put an address in, a mailing address
16 in for all of them, you know, for each.

17 Then for the text message, of course you would have
18 to put a mobile phone number in; for the automated prerecorded
19 phone call, you would have to put a phone number in; for the
20 email address, you'd have to put an email address in.

21 Q. And on occasion I guess someone might put in their mobile for
22 the one and their landline for the other?

23 And sometimes it would be the same, I gather?

24 A. I would assume.

25 Q. Correct?

1 some pricing, shopping around, doing some pricing comparison.

2 So there's a lot of activity on the site other than ordering.

3 And, you know, so if customers are kind of poking
4 around the site, doing other things, they'll notice these
5 links at the bottom.

6 Q. Sure.

7 A. And we've got customers that come to the website just to look
8 at the nutritional information.

9 Q. Sure.

10 A. And, you know, so as they're navigating through the site, they
11 come across the opt-in link or the opt-in page and say, "Okay,
12 this is a good idea. I'm interested in Domino's. I'll sign
13 up".

14 Q. Did Domino's have the ability to track the number of hits, as
15 it were, onto that link?

16 A. Yes.

17 Q. Okay. And then would it have the ability to determine, within
18 that group of hits, how many checked one or more of the boxes?

19 A. I don't think so. Not to that level, not to that level of
20 detail.

21 Q. And with the three boxes, I gather there were three, at least
22 for a while, there were three opt-in boxes, as it were;
23 correct?

24 A. Yes.

25 Q. You had to both affirmatively check the box, it wasn't

1 other Domino's marketing, but I do know there was a whole slew
2 of vendors of third-party, you know, non-Domino's
3 organizations.

4 Q. And does Domino's Pizza use every single vendor at the show?

5 A. I don't know that.

6 Q. Does Domino's Pizza use any of the vendors at the show?

7 A. You know, I'm afraid I'm just not involved enough with the,
8 you know, who's there to know who's used and who's not used.
9 I just don't. I'm sorry. I'm not familiar enough.

10 Q. In discussion of the opt-in function on the website, when was
11 that created?

12 A. Oh, mid August 2009.

13 Q. And do you know whether Mike Brown, the franchisee, used the
14 opt-in feature?

15 A. I don't know that.

16 Q. Chris, we're just checking our notes real quick to see if I
17 have any additional questions.

18 A. Okay.

19 MS. BROWN: All right. We're all done.

20 MR. WILLIAMSON: Scott, your turn.

21 EXAMINATION

22 BY MR. SHAFFER (via telephone):

23 Q. Can you hear me?

24 A. Yes.

25 Q. Okay. My name's Scott Shaffer. I represent Call-Em-All.

EXHIBIT 12

Brant Godwin

From: Rob Williamson [roblin@williamslaw.com]
Sent: Thursday, December 08, 2011 9:20 AM
To: Dave Soderland; Brant Godwin
Cc: Kim Williams
Subject: Discovery Issues

Importance: High

We would request Domino's to withdraw its General Objections.

We would request that Domino's agree to answer the following Interrogatories within 30 days of today:

1,2,5,8,9,10,14,14,15,18,21,and 22

We would request further production of documents with respect to these RfP's: 1,2,3,4,5,14,17,18,19,18 (Mis-numbered in our Third Requests), 21, 22 and 25.

Finally we would request that all of our discovery be answered with respect to documents or information in ESI. We are separately serving a notice regarding ESI in a short while.

We will not have time to bring our motion to compel by the end of the day, today, so as a practical matter we can meet and confer Monday, if you don't mind. We can also agree that we have conferred because I assume Domino's will not provide any of the information we want.

Rob Williamson
17253 Agate Street NE
Bainbridge Island, WA 98110

Office (Direct): (206) 780-4457
Cell: (206) 321-1917
Fax: (206) 780-5557

EXHIBIT 13

HONORABLE RONALD B. LEIGHTON

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

CAROLYN ANDERSON,

Plaintiff,

No. C11-902RBL

vs.

DOMINO'S PIZZA, INC., DOMINO'S
PIZZA, LLC and FOUR OUR FAMILIES,
INC.,

Defendants.

**DEFENDANT FOUR OUR FAMILIES,
INC. ANSWERS TO PLAINTIFF'S
SECOND INTERROGATORIES AND
REQUESTS FOR PRODUCTION**

TO: FOUR OUR FAMILIES, INC.,

Please respond to these Interrogatories and Requests for Production propounded herein pursuant to the Federal Rules of Civil Procedure. It is requested that you produce the items and materials requested herein for inspection and copying at the Law Offices of Williamson and Williams on the 40th calendar day after service, at 10:00 a.m. This request may be satisfied by providing copies of all such items to the undersigned prior to that date.

DATED: This 9th day of December, 2011.

WILLIAMSON & WILLIAMS

/s/ Kim Williams

Kim Williams, WSBA #9077

Defendant FOFI's Answers to Plaintiff's Second Set
of Interrogatories- 1 of 9
(11-00902)

S:\CASES7\Four Our Families class action\Discovery\Word Docs\FOFI Answers to Pts 2nd
set of rogs.doc

FAUBION, REEDER, FRALEY, & COOK, P.S.
5920 100th St. SW #25
Lakewood, WA 98499
(253) 581-0660

1 Pulse is how FOFI stores operate.

2 **REQUESTS FOR PRODUCTION**

3 **REQUEST FOR PRODUCTION NO. 16:** Produce all documents that describe
4 PULSE, or the PULSE program, and the Telephone Opt-In Program including any documents
5 showing your utilization of it.
6

7 **RESPONSE:**

8 Objection. This answering Defendant has no knowledge of a "Telephone Opt-In
9 Program" about which this Request for Production refers and there is no definition provided
10 by the Plaintiff.

11 
Nicole Brown, WSBA 40704

12 Without waiving said objection, there are no documents to provide as this answering
13 Defendant is unsure of the request posed. Mr. Brown has no first-hand knowledge about the
14 "Telephone Opt-In Program" to which reference is made and or it's coordination with Pulse.
15 Mr. Brown's use of PULSE, in regards to the "calls", is described in Interrogatory No. 24.

16 **ATTORNEY'S CR 26 CERTIFICATION**

17 The undersigned attorney certifies pursuant to Fed. R. Civ. P. 26(g) that he or she has
18 read each response and objection to these discovery requests, and that to the best of his or her
19 knowledge, information and belief formed after a reasonable inquiry, each is (1) consistent
20 with the Civil Rules and warranted by existing law or a good faith argument for the extension,
21 modification, or reversal of existing law; (2) not interposed for any improper purpose, such as
22 to harass or to cause unnecessary delay or needless increase in the costs of litigation; and (3)
23 not unreasonable or unduly burdensome or expensive, given the needs of the case, the
24 discovery already had in the case, the amount in controversy, and the importance of the issues

25 Defendant FOFI's Answers to Plaintiff's Second Set
26 of Interrogatories- 5 of 10
(11-00902)

S:\CASES7\Four Our Families class action\Discovery\FOFI Answers to PIs 2nd set of
rogs.doc

FAUBION, REEDER, FRALEY, & COOK, P.S.
5920 100th St. SW #25
Lakewood, WA 98499
(253) 581-0660

EXHIBIT 14

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

TONI SPILLMAN, individually and
on behalf of the Class

v.

DOMINOS PIZZA, LLC and RPM
PIZZA, INC.

* CIVIL ACTION NO. 10-349-BAJ-SCR
*
*
* JUDGE JACKSON
*
*
* MAGISTRATE JUDGE RIEDLINGER
*

STIPULATED PROTECTIVE ORDER¹

NOW INTO COURT, through undersigned counsel, comes plaintiff, TONI SPILLMAN, Individually and as Representative of the Class, who respectfully moves this Court as follows:

SCOPE OF PROTECTIVE ORDER REGARDING CONFIDENTIALITY

1. The terms of this Protective Order shall govern the disclosure, use, and disposition of Protected Information in the above-captioned litigation.
2. This Protective Order applies to confidential materials, documents and things, including, without limitation, designated testimony adduced at depositions upon oral examination or upon written questions, answers to interrogatories, documents and tangible things produced, and answers to requests for admissions.

1. Paragraphs 17 and 33 have been modified to address the filing and disposition of Protected Information filed with the court under seal. The modifications are in bold type.
PD.5224951.1

DESIGNATION OF PROTECTED INFORMATION

3. Protected Information shall be designated as follows:

- A. Material designated "PROTECTED" in connection with this law suit.
- B. Material designated "FOR ATTORNEY'S EYES ONLY" in connection with this law suit.

4. Material furnished subject to the terms of this Agreement designated "PROTECTED" shall be made available solely for the purposes of addressing issues associated with this suit.

5. Other highly sensitive, trade secret, competitive, confidential, proprietary material subject to the terms of this agreement designated "FOR ATTORNEY'S EYES ONLY" shall be made available solely for the purposes of addressing issues associated with this suit.

6. In designating information as Protected Information the designating party will make such designation as to information that it in good faith believes qualifies as Protected Information. The Protected Information designated shall be designated by marking "PROTECTED" or "FOR ATTORNEY'S EYES ONLY" on the thing or each page of the document containing the information being sought to be protected. With the exception of documents produced in native format, a document need not be treated or considered as Protected Information unless and until it is marked "PROTECTED" or "FOR ATTORNEY'S EYES ONLY," or parties are notified in writing that a document is to be treated and considered as Protected Information.

PD.5224951.1

7. In the event that one copy of a document is properly designated as Protected Information as set out above, and one or more copies of the document or the original are not so designated, the copies or original shall also be treated as Protected Information if the receiving party is actually aware of such fact. In any event, if written notice of the inconsistent designation is given to the receiving party and the originals or copies previously not so designated are then designated Protected Information, the receiving party shall be charged with maintaining the appropriate confidence after such designation.

8. All deposition and hearing transcripts shall be deemed Protected Information subject to the provisions of this agreement.

9. "PROTECTED" or "FOR ATTORNEY'S EYES ONLY" documents shall not lose their confidential character simply because the documents are designated as exhibits to a deposition, regardless of whether the deposition or depositions transcript is itself later designated, in whole or in part, as Protected Information.

10. Any document produced in native format shall be designated as "PROTECTED," even if the document itself is not so labeled. In the event a party to this agreement raises a challenge to the confidential/protected nature of a document produced in native format, the burden shall be on the party raising the challenge to demonstrate the need for removal of the PROTECTED designation.

USE OF PROTECTED INFORMATION

11. All Protected Information subject to the order shall be subject to the following restrictions:
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- a. The documents and information shall be used solely for the purpose of this captioned litigation, and shall not be used for the benefit of any other purpose or litigation;
- b. The documents and information shall not be shown or communicated in any way inconsistent with this Protective Order to anyone other than those categories of persons designated herein; and
- c. No person receiving Protected Information pursuant to the terms of this Protective Order shall disclose it to anyone except as expressly allowed by this Protective Order.

12. Each party shall cause its employees, counsel, witnesses, experts or others to maintain and protect the confidentiality of the Protective Information in accordance with the terms of this Protective Order. All persons having access to Protected Information shall be put on notice that violation of the Protective Order shall subject them to sanctions.

13. Each individual who received Protected Information agrees to subject himself or herself to the jurisdiction of this Court for purposes of any and all proceedings relating to compliance with or violation of this Protective Order.

PERSONS WITH WHOM PROTECTED INFORMATION MAY BE SHARED

14. Access to Protected Information shall be as follows:

A. Materials designated "PROTECTED" shall be restricted solely to the following persons:

- (i) Counsel of record for the parties and attorneys employed by law firms who are counsel of record for the parties, together with their respective clients in this proceeding;
- (ii) Clerical personnel and paralegals employed by such attorneys and parties, but only in the course of assisting the attorneys in this proceeding;

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- (iii) Employees of each of the parties, to the extent that such employees reasonably require access to such documents for the purpose of assisting in this proceeding;
 - (iv) Any consulting or testifying experts who (1) have been retained by a party or its attorneys as an expert in this proceeding and (2) prior to gaining such access, have signed a document in the form of Exhibit "A" attached hereto;
 - (v) Judges and magistrates, court personnel, special masters, mediators, and court reporters and videographers attending or transcribing a deposition or court proceeding containing materials designated as "PROTECTED;"
 - (vi) Any other person who is designated to receive materials designated as "PROTECTED" by (1) stipulation of all parties or (2) order of the Court. Prior to access, however, each person so designated shall sign a document in the form of Exhibit "A," attached hereto, which document shall be exchanged with counsel for the designating or producing party at least seven (7) days in advance of the disclosure of materials designated as "PROTECTED."
- (B) Access to materials designated "FOR ATTORNEY'S EYES ONLY"

shall be restricted solely to the following persons:

- (i) Counsel of record for the parties and attorneys employed by law firms who are counsel of record for the parties;
- (ii) Clerical personnel and paralegals employed by such attorneys and parties, but only in the course of assisting the attorneys in this proceeding;
- (iii) Any consulting or testifying experts who (1) have been retained by a party or its attorneys as an expert in this proceeding and (2) prior to gaining such access, have signed a document in the form of Exhibit "A" attached hereto;
- (iv) Judges and magistrates, court personnel, special masters, mediators, and court reporters and videographers attending or transcribing a deposition

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or court proceeding containing materials designated as “FOR ATTORNEY’S EYES ONLY;”

- (v) Any other person who is designated to receive materials designated as “FOR ATTORNEY’S EYES ONLY” by (1) stipulation of all parties or (2) order of the Court. Prior to access, however, each person so designated shall sign a document in the form of Exhibit “A,” attached hereto, which document shall be exchanged with counsel for the designating or producing party at least seven (7) days in advance of the disclosure of materials designated as “PROTECTED.”

15. All documents, testimony, and other materials designated as containing Protected Information, as well as duplicates, notes, memoranda and other documents referring in whole or in part to the confidential materials, shall be maintained in strictest confidence by all parties and their counsel

16. This Protective Order does not limit the right of the designating or producing party to use its own Protective Information for any purpose, including exchanging its own Protected Information with its own testifying or consulting experts.

17. In the event any material designated as Protected Information under this Order is used, described, characterized, excerpted or referenced in, or attached to, any court proceeding or submission in connection with this litigation: (i) it shall not lose its confidential status through such use; (ii) the parties shall take all steps reasonably required to protect its confidentiality during such proceedings; and (iii) the party shall file such material **as an exhibit to a related pleading, motion, memorandum or other paper** under seal. Envelopes used to seal such material shall carry the notation: “SUBJECT TO PROTECTIVE ORDER – FILED UNDER SEAL” and shall comply with all requirements of the Court for

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filing material under seal. Envelopes so marked shall be delivered sealed to the Clerk of the Court and the contents thereof shall not be made available for public inspection. Counsel for the designating party shall have the opportunity to oppose any request for public inspection. A party need not file confidential material under seal if it obtains the written consent of the designating party to the unsealed filing.

19. The parties, their attorneys, and expert witnesses may retain copies of Protected Information through the end of this proceeding. All retained documents shall be subject to the recovery provisions set forth herein.

20. If Protected Information in the possession of a party to this action is subpoenaed or requested by any court, administrative agency, legislative body, or any other person not a party to this action that has the legal power to require production of information (“Outside Request”), the entity to whom the Outside Request is directed shall (i) immediately notify in writing the counsel for the designating or producing party, advising counsel of the response time for the Outside Request, and providing a copy of the Request, and (ii) notify the requesting court, person, or entity of the existence of this Protective Order and that the information demanded has been identified as Protected Information pursuant to this Protective Order. The responsibility for attempting to prevent the disclosure or production of such Protected Information shall rest with the party who designated the information as Protected Information, and it shall respond within the time designated in the Outside Request. However, the party receiving the Outside Request shall not produce the Protected Information for ten (10) business days after the other parties’ receipt of written notice of the PD.5224951.1

Outside Request, unless the other parties provide written notice that the other parties waive the protections of this Order with respect to the Outside Request. A party's voluntary compliance with an Outside Request for that party's Protected Information shall not be construed as a waiver of the provisions of this Protective Order.

21. Nothing in this Order shall bar or otherwise restrict any attorney in this proceeding from rendering advice to his client with respect to litigation and, in the course thereof, referring to or relying upon his/her examination of Protected Information.

22. Non-parties providing information may designate such information as Protected Information in accordance with this Protective Order. The Protected Information designations contained thereon, if any, shall have the same force and effect as if those designations were pursuant to the terms of this Protective Order. The provisions of this Protective Order relating to the challenge of the assertion of Protected Information shall apply to information provided by non-parties that is designated as Protected Information.

23. Notwithstanding the foregoing, all documents produced by any non party, either voluntarily or pursuant to a subpoena, shall be deemed "PROTECTED" subject to the provisions of this agreement.

RAISING CHALLENGES

24. This Protective Order shall be without prejudice to the right of the parties to request additional or differing protection.

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25. With the exception of documents produced in native format, the party designating information as Protected Information shall identify the information as such with a further designation of why the information should be so designated.

26. If a dispute arises as to whether certain information should be designated as Protected Information under this Protective Order, prior to bringing any such question before the Court, the parties shall try first to dispose of such dispute by meeting and conferring, in person or otherwise, in good faith on an informal basis, absent an agreement. With the exception of documents produced in native format, the burden shall rest on the designating party to establish with the Court that the information sought should be designated as Protected Information.

27. Without waiver of the foregoing and with the exception of documents produced in native format, any party may bring before the Court at any appropriate time the question of:

- (i) whether any particular information is or is not appropriately designated as Protected Information;
- (ii) the need to be relieved of any obligation contained in this Order;
- (iii) a modification or withdrawal of this Order;
- (iv) any other action affecting discovery, the use of documents or information, or this Order.

28. All issues of discovery, the use of documents and information (including Protected Information), and regarding this Protective Order, its terms or construction,

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compliance therewith, or enforcement thereof, shall be brought before and decided by this Court.

29. If the designating party, upon receipt of a signed Acknowledgment in the form of Exhibit "A" that has been executed by any person or entity specified in Paragraphs 14(A)(vi) or 14(B)(v), objects to the disclosure of Protected Information to the proposed recipient, the designating party shall provide written notice of the objection to the receiving party within seven (7) days of receipt, and no Protected Information shall be provided to the proposed recipient until this Court resolves the objection.

INADVERTENT OR UNINTENTIONAL DISCLOSURE

30. An inadvertent or unintentional disclosure of Protected Information will not be construed as a waiver, in whole or in part, of (i) any party's claims of Protected Information either as to the specific information inadvertently or unintentionally disclosed or as to any other Protected Information disclosed prior to or after that date, or (ii) any party's right to designate said material as Protected Information pursuant to this Protective Order. This Protective Order does not in any way deprive any party of its right to contest another party's claims to protection for Protected Information. The other party shall not be in violation of this Protective Order with respect to disclosures to other persons made by the other party prior to the designation of that information as Protected Information pursuant to this Protective Order.

31. Should any documents, testimony, or information designated as Protected Information be disclosed, inadvertently or otherwise, to any person or party not authorized

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under this Protective Order, then the party responsible for the disclosure shall use its best efforts to (i) promptly retrieve the disclosed documents, testimony, or information from such unauthorized person or party; (ii) promptly inform such person or party of all the provisions of this Protective Order; (iii) request such person or party sign the Acknowledgment attached as Exhibit "A"; and (iv) deliver a copy of the signed Acknowledgment to counsel for the designating party. Nothing in this paragraph shall limit the right of the party that designated the Protected Information to seek any appropriate sanction or remedy against the party that inadvertently or otherwise disclosed the Protected Information to a person or party not authorized under this Protective Order.

32. Privileged material that is inadvertently or unintentionally produced shall be returned to the producing party either upon request or promptly upon discovery of the inadvertent or unintentional disclosure, whichever occurs first. As the inadvertent or unintentional production of alleged privileged information shall not be construed or argued to be a waiver of the privilege, neither shall its return be construed as an admission that a privilege exists. This provision shall not be deemed a waiver of the right of any party to challenge a claim of privilege.

RELEASE AND DESTRUCTION OF PROTECTED INFORMATION

33. The Protective Order shall survive the final termination of this action and shall remain in effect after the conclusion of this litigation. Within ninety (90) days after the conclusion of this proceeding (including any appeal from any awards or judgments), and subject to further order of the Court or written stipulation of the parties, upon written request PD.5224951.1

each party shall either (i) return all Protected Information to the party that designated the information and Protected Information or (ii) destroy all documents, exhibits, deposition transcripts, and all copies and summaries, or their pertinent parts that contain Protected Information. The destruction of materials as specified in items (i) and (ii) above includes pertinent portions of all notes, memoranda, summaries, or other documents (excluding pleadings, attorney notes, and work product) in the possession, custody, or control of any party or any entity or other person who had access to such Protected Information, including each party's attorneys, witnesses and experts. **Protected Information filed with the Court under seal as an exhibit shall be disposed of as provided by Local Rule 79.3.**

MISCELLANEOUS PROVISIONS

34. This Protective Order may only be modified (a) by a written agreement signed by all interested parties, or (b) by subsequent order of the Court.

35. Nothing herein shall be deemed a waiver of any right of the parties hereto under state and federal law, or the doctrines of attorney-client privilege, or attorney work product, or other protective doctrine.

Baton Rouge, Louisiana, June 23, 2011.


STEPHEN C. RIEDLINGER
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

**ACKNOWLEDGMENT OF CONFIDENTIAL MATERIAL AND AGREEMENT TO
BE BOUND BY THE TERMS OF THE PROTECTIVE ORDER**

I, _____ declare as follow:

1. I have read the Protective Order issued in this proceeding and agree to be bound by its terms
2. I understand that authorized disclosure or use of documents and information designated as "PROTECTED" or "FOR ATTORNEY'S EYES ONLY" will breach this agreement and may subject me to sanctions, among other things.
3. I submit to the jurisdiction of the United States District Court for the Middle District of Louisiana, for resolution of any and all disputes regarding the Protective Order, including its interpretation, meaning and construction; disputes regarding or arising from documents and information provided pursuant to or subject to the Protective Order; and, allegations of breach or noncompliance with the Protective Order. I further agree to accept service by mail of any pleading or notice pertaining to this Protective Order, including without limitation its meaning, and specifically including any motion for sanctions.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____

Declarant

Street Address (no post office box)

City, State, Zip

EXHIBIT 15

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A P P E A R A N C E S

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FOUR OUR FAMILIES, INC.**

09:31 1 A I don't recall their name.
2 Q Telephone, e-mail, do you remember that even?
3 A It would have been e-mail.
4 Q All right. And did you then get some kind of form
09:31 5 or something to fill out to attend?
6 A Yes. Pretty standard.
7 Q Pardon me?
8 A It was a pretty standard fill out the form.
9 Q Okay. Do you know if in that form or otherwise
09:31 10 you would have told corporate or advised corporate of the
11 services you would be offering people?
12 A I imagine so, but I don't know with certainty.
13 Q When you -- between the time you communicated with
14 somebody about applying and filled out the form and then
09:32 15 actually attending, did you have any communication with
16 anyone at Domino's corporate?
17 A Very little. I had very little communication
18 throughout the entire process with Domino's corporate.
19 Q What about at the rally itself, did you meet
09:32 20 anybody from Domino's corporate?
21 A I do recall one conversation with someone at
22 Domino's corporate.
23 Q Do you remember who that was?
24 A I don't. I'm sorry.
09:32 25 Q Okay. Do you know if anybody from Domino's

10:11

1 Okay. And then the last --

2 MR. SHAFFER: Excuse me one minute. I just
3 need to use the men's room.

4 MR. WILLIAMSON: We will take a break.

10:11

5 (Off the record.)

6 MR. WILLIAMSON: We are going to start up if
7 you are ready.

8 MR. FRALEY: We are ready.

9 MR. WILLIAMSON: I have a last set of

10:19

10 exhibits and set of questions and we will be done.

11 (Deposition Exhibit No. 9 marked.)

12 Q (By Mr. Williamson) This is marked as Exhibit 9
13 and it was provided to me by Mr. Soderland and it appears
14 to be an e-mail from you to Mr. Roesor August 2009. Do

10:19

15 you see that?

16 A Yes.

17 Q Do you recall sending that e-mail to him?

18 A Not specifically, but certainly conceptually, yes.

19 Q It says, I've been working with several franchises

10:19

20 regarding your new phone opt-in process. Do you read that
21 there?

22 A Uh-huh.

23 Q You have to say yes.

24 A I'm sorry, yes.

10:19

25 Q That's all right. You've been doing great. This

10:19 1 was a little bit before the FTC rule became effective.
2 Did you know on August 21, though, that it was going to be
3 effective in 10 days?
4 A Certainly.

10:20 5 Q So you were, I presume, concerned that after that
6 to the extent you continued to work with franchisees you
7 would also have to get past that written permission
8 hurdle?
9 A Yes.

10:20 10 Q What was the new phone opt-in process as you
11 understood it?
12 A Well, at some point I became aware that Domino's
13 corporate website, which had always collected I think
14 e-mail opt-ins and text opt-ins -- and I don't know if
10:20 15 this is in all areas -- and I believe it was just for RPM
16 Pizza that they were considering collecting phone opt-ins
17 after you ordered a pizza online as opposed to calling up
18 and ordering it.
19 I got wind of something along those lines.

10:20 20 Clearly, I said -- I was always trying to -- obviously, I
21 always wanted to get in with Domino's corporate, but they
22 really weren't interested in working with me. This was
23 one opportunity. Somebody at corporate might actually be
24 doing something. So I sent this e-mail out and I think
10:21 25 the most interesting thing is they never replied back. I

10:21 1 didn't know that it was even read and forwarded to
2 somebody. But I was like, really, and went and checked my
3 e-mails and it just died.

4 Q So there was never a response?

10:21 5 A No.

6 Q And you didn't follow up?

7 A No, I'm not -- that's not my strong point.

8 Q And do you know who told you about -- did you know
9 who Mr. -- I think it is pronounced Roesor or Ms. Owings
10 were? Did somebody give you those names do you think?

11 A No, I would just have to -- it was probably RPM
12 Pizza that put me in touch with them, but I don't know for
13 certainty.

14 Q And, again, the phone opt-in process you
10:22 15 understood was a way that customers who ordered online
16 could also at the same time opt in with their phone
17 numbers to receive calls from Domino's?

18 A Yes. So like when you create your account you
19 could indicate I would like to receive something FTC
10:22 20 compliant, as of September 1st, 2009, it would have to be,
21 you know, to request to receive promotional calls on your
22 phone.

23 Q So when you said when you create your account, you
24 mean a Domino's customer, when he or she creates their
10:22 25 account?

EXHIBIT 16

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1 Q. Okay. Do you remember roughly how big the first
2 download was, how many numbers?

3 A. I don't know. An estimate, I think I tried
4 5,000 calls the first time. I don't have the records in
5 front of me --

6 Q. Okay.

7 A. -- of what the charges were on my credit card.

8 Q. Okay. And was the database then that large at
9 that time, were there 5,000 phone numbers that you were
10 able to download into the system?

11 A. Yes.

12 Q. Okay. Did you have more than that and you just
13 limited the first download to 5,000 numbers?

14 A. Yeah.

15 Q. Okay.

16 A. I would do it by location of each store.

17 Q. Oh, all right. And how did you get those phone
18 numbers?

19 A. I downloaded them from the store.

20 Q. Okay. And how did the store have them?

21 A. From the customer calling in --

22 Q. Okay.

23 A. -- and then they would give their telephone --
24 we would get it on caller ID and confirm it, which is a
25 safety thing, and then we'd put their address in, and make

1 their pizza up, and then they're in our database at that
2 point.

3 Q. And was the database that was available kept by
4 each store?

5 A. Yes.

6 Q. So, you've got like six databases?

7 A. Yes.

8 Q. All right. So, do you remember -- if you don't,
9 that's okay -- which store's database you used for the
10 first call?

11 A. No, I don't remember that.

12 Q. Okay. Did you, over the course of the few
13 months that you did this, make calls from each of the
14 stores?

15 A. Yes.

16 Q. Did you sometimes do more than one store?

17 A. Yes.

18 Q. Did the script change over the six -- three
19 months or so you did this?

20 A. Yes.

21 Q. Okay. At any point did anyone with Call-Em-All
22 interface with you about you might want to change the
23 script to this or that, or was it always your decision?

24 A. My decision.

25 Q. Okay.

EXHIBIT 17

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
 IN AND FOR THE COUNTY OF KING

CAROLYN ANDERSON,)
)
 Plaintiff,)
)
 vs.)
) No. 10-2-15941-0 SEA
 DOMINO'S PIZZA, INC.,)
 DOMINO'S PIZZA, LLC and FOUR)
 OUR FAMILIES, INC.,)
)
 Defendants.)
)

30(b)(6) DEPOSITION UPON ORAL EXAMINATION OF
 JOSEPH DEVEREAUX
 (BY TELEPHONE)

Taken at 901 Fifth Avenue
 Suite 3003
 Seattle, Washington
 April 13, 2011
 10:00 a.m.

Reported by: Sharon Rindal, CCR No. 2680

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**(By Telephone) SCOTT MANDEL
Domino's Pizza, LLC
30 Frank Lloyd Wright Drive
Ann Arbor, Michigan 48105**

Also Present: Nicole Brown

10:30 1 Q Does it discourage it?

10:30 2 A Yes.

10:30 3 Q So there is something in writing somewhere that says

10:30 4 thou shalt not fax advertisements?

10:30 5 A There may be. I'm not sure. I'm not sure, but I know

10:30 6 that there's been problems with that, so I know that

10:30 7 that's been discouraged.

10:30 8 Q But you're not sure if it's in writing as opposed

10:30 9 to --

10:30 10 A I'm not sure if it's in writing, if it's a policy or

10:30 11 something along those lines.

10:30 12 Q Who would know the answer to that question?

10:30 13 A I probably could.

10:30 14 Q But you don't, so I want to know who would know.

10:31 15 A I'm trying to think. Somebody. *Amy Phillips from

10:31 16 the marketing group would be somebody I could ask, and

10:31 17 I could also check myself.

10:31 18 Q What about who would know or not if telemarketing is

10:31 19 discouraged?

10:31 20 A The same.

10:31 21 Q Have you ever heard of any franchisee, in fact,

10:31 22 telemarketing -- and by that I mean either by

10:31 23 prerecorded calls or live telemarketers -- to its

10:31 24 customers?

10:31 25 A The only other one I am aware of is RPM.

10:32 1 Q Who?

10:32 2 A RPM.

10:32 3 Q Is that the name of a franchise?

10:32 4 A That's the name of their franchise entity.

10:32 5 Q Where is RPM located?

10:32 6 A They have stores in the South in the state of

10:32 7 Mississippi, the state of Louisiana, and I believe

10:32 8 some in Alabama, as well.

10:32 9 Q And how did you learn about RPM's involvement with

10:32 10 telemarketing?

10:32 11 A Because they were named on a complaint regarding that

10:32 12 issue.

10:32 13 Q Do you know what sort of telemarketing it was that RPM

10:32 14 was alleged to have performed?

10:32 15 A It was similar to a robo-call, a telemarketing type

10:33 16 thing similar to a Call-Em-All service, to my

10:33 17 understanding.

10:33 18 Q Do you know if RPM used Call-Em-All?

10:33 19 A I do not.

10:33 20 Q Do you know if that lawsuit has been resolved?

10:33 21 A It's getting -- a motion for summary judgment to have

10:33 22 it completely dismissed is forthcoming, but part of it

10:33 23 has already been dismissed, is my understanding.

10:33 24 Q Do you know the court in which it was filed?

10:33 25 A Yes.

10:33 1 Q Why don't you tell us?

10:33 2 A U.S. District Court, Middle District of Louisiana.

10:33 3 MR. SODERLAND: Middle District of

10:33 4 Louisiana.

10:33 5 Q (By Mr. Williamson) Do you know the case number?

10:33 6 A Yes.

10:33 7 Q Okay.

10:33 8 A It's 10-2 -- I'm sorry, start again. Actually, I

10:34 9 guess I don't have the case number.

10:34 10 Q What's the name of the plaintiff?

10:34 11 A No idea, I'm sorry.

10:34 12 MR. SODERLAND: Do you have the case

10:34 13 number, Joe?

10:34 14 THE WITNESS: I do, yes. I'm sorry,

10:34 15 I was looking at the Notice of Deposition, and I was

10:34 16 going to start to read that number off of it

10:34 17 accidentally.

10:34 18 A The case number is 3:10-CV-00349-FJPSCR.

10:34 19 Q (By Mr. Williamson) Do you have that complaint before

10:34 20 you right now?

10:34 21 A I do.

10:34 22 Q Do you have any other documents with you right now?

10:35 23 A No.

10:35 24 Q You don't have a deposition from -- you have the

10:35 25 Deposition Notice that I sent you; is that right?

10:35 1 A That's correct.

10:35 2 Q Okay. So you -- okay.

10:35 3 MR. SODERLAND: One of your

10:35 4 questions, Counsel, asked for other litigation, which

10:35 5 is why he has the complaint in front of him now,

10:35 6 either 14 or 15 on your wish list.

10:35 7 (Off-the-record discussion.)

10:35 8 Q (By Mr. Williamson) Other than RPM, you are unaware

10:35 9 of any practice of any franchisee of telemarketing as

10:35 10 part of its marketing program; is that correct?

10:35 11 A I am not aware of any other franchisee that has used

10:35 12 telemarketing.

10:35 13 Q Are you aware of any franchisee that has ever tried to

10:36 14 market using faxes?

10:36 15 A No. I mean, not specifically of a name, but . . .

10:36 16 Q Well, that suggests that you know it happened, you

10:36 17 just don't know the name.

10:36 18 A Yes.

10:36 19 Q So is it correct that a franchisee or more has tried

10:36 20 to telemarket -- I'm sorry, tried to market using

10:36 21 faxes?

10:36 22 A It's my understanding, yes.

10:36 23 Q And who would know the answer to the question of what

10:36 24 franchisees have tried to market using faxes?

10:36 25 A I don't know.

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies as follows:

3 I am employed at Dunlap & Soderland, PS, attorneys of record for Defendants Domino's
4 Pizza, Inc. and Domino's Pizza, LLC.
5

6 On December 16, 2011, I caused a true and correct copy of the foregoing document to be
7 delivered to the following via email:

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8 I declare under penalty of perjury under the laws of the State of Washington that the
9 foregoing is true and correct.

10 DATED at Seattle, Washington this 16th day of December, 2011.

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12 _____
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