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4

5 Attorneys for Defendant  
6 MASTHEAD STUDIOS LTD.

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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **WESTERN DIVISION**  
11

12 BETHESDA SOFTWARES LLC,  
13 Plaintiffs,  
14 v.  
15 MASTHEAD STUDIOS LTD.,  
16 Defendants.

**CASE NO. CV 11-7534-JFW(Ex)**  
**OPPOSITION OF DEFENDANT**  
**MASTHEAD STUDIOS LTD. TO**  
**PLAINTIFF'S APPLICATION FOR**  
**ENTRY OF A DEFAULT**  
**JUDGMENT; DECLARATION OF**  
**ATANAS ATANASOV IN SUPPORT**  
**OF OPPOSITION**

**DATE: December 21, 2011**  
**TIME: 1:30 p.m.**  
**CTRM: Hon. John F. Walter**

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20 Defendant Masthead Studios Ltd. ("Masthead") respectfully submits this  
21 Opposition to Plaintiff Bethesda Softworks LLC's ("Bethesda") Application for entry  
22 of a default judgment against Masthead.

23  
24 **I. ARGUMENT**

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26 Bethesda's Application should be denied for several reasons.  
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1           **A. The Complaint Was Never Properly Served on Masthead.**

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3           As an initial matter, it appears that the Complaint was not properly served on  
4 Masthead, a Bulgarian company. Bethesda's first attempt to serve the Complaint in  
5 September 2011 was improper because Bethesda failed to effect service in accordance  
6 with the standards set forth under The Hague Convention and Bulgarian law. In a  
7 second attempt to effect service, Bethesda obtained from the Sofia District Court in  
8 Bulgaria an order authorizing service on Atanas Atanasov, Masthead's President, at  
9 Masthead's offices located at 102 Oborishte Street, Floor 3, Sofia, Bulgaria.  
10 Declaration of Daniel E. Loeb ("Loeb Decl."), Ex. 3 at 33. In the event that Mr.  
11 Atanasov was not found at that address, however, the Bulgarian court ordered that  
12 service could be effected upon a second address: 33 Tsvetan Lazarov Blvd. *Id.*

13  
14           Bethesda concedes that it did **not** follow these Court instructions. Indeed, the  
15 Loeb Declaration admits that service was purportedly made at the 102 Oborishte  
16 Street address upon a **different** individual, Georgi Alexandrov Petrov, who is **not** an  
17 officer or director of Masthead. Loeb Decl. at ¶ 12; Declaration of Atanas Atanasov  
18 ("Atansaov Decl.") at ¶ 15. But the Bulgarian court did **not** authorize service in this  
19 manner – its order expressly authorized service only on Mr. Atanasov at that particular  
20 address. Hence, not only was Bethesda's Complaint **never** properly served on  
21 Masthead, but Bethesda's entry of the **default** against Masthead **was improper**, as no  
22 response by Masthead has ever been required. *See Timbuktu Educational v.*  
23 *Alkaraween Islamic Bookstore*, No. C 06-03025 JSW, 2007 WL 1544790, at \*4 (N.D.  
24 Cal. May 25, 2007) (denying motion for default judgment where service of process  
25 was improper).

1           **B. If Service of the Complaint on Masthead Was Proper, Then**  
2           **Masthead's Default Was Due To Excusable Neglect.**  
3

4           It is well established that “default judgments are ordinarily disfavored” and  
5 “[c]ases should be decided upon their merits whenever reasonably possible.” *Eitel v.*  
6 *McCool*, 782 F.2d 1470, 1472 (9th Cir. 1986). The following factors should be  
7 considered when exercising discretion as to the entry of a default judgment: “(1) the  
8 possibility of prejudice to the plaintiff, (2) the merits of plaintiff’s substantive claim,  
9 (3) the sufficiency of the complaint, (4) the sum of money at stake in the action; (5)  
10 the possibility of a dispute concerning material facts; (6) whether the default was due  
11 to excusable neglect, and (7) the strong policy underlying the Federal Rules of Civil  
12 Procedure favoring decisions on the merits.” *Id.* at 1471-72.  
13

14           In light of these factors, even if Masthead was properly served with process,  
15 Bethesda’s application for a default judgment should be denied, the default against  
16 Masthead should be stricken, and Masthead should be permitted to file its Answer to  
17 the Complaint, as Masthead’s failure to respond to it was due entirely to excusable  
18 neglect.  
19

20           More particularly, in March 2009, Masthead had agreed to develop a massively  
21 multiplayer online game (the “MMOG”) for Interplay Entertainment Corporation  
22 (“Interplay”), and it is a dispute between Bethesda and Interplay, pending in the  
23 District Court of Maryland, that is really at the heart of the present litigation. *See*  
24 *Bethesda Softworks LLC v. Interplay Entertainment Corp.*, 8:09-cv-02357-DKC (D.  
25 Md.). Consequently, after Bethesda initially attempted to serve its Complaint on  
26 Masthead in September 2011, Interplay notified Masthead that Bethesda’s Complaint  
27 papers had not been properly served and that Interplay would handle any response to  
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1 them that might ultimately be required from Masthead. Atanasov Decl. at ¶ 11.  
2 Further, Masthead's US counsel separately advised it that Bethesda had not served its  
3 Complaint in accordance with the requirements of The Hague Convention, and that,  
4 therefore, no response to the Complaint was required from Masthead. Atanasov Decl.  
5 at ¶ 12. Accordingly, Masthead reasonably believed that it was not required to take  
6 any action with respect to the copy of the Complaint purportedly served on it in  
7 September. Atanasov Decl. at ¶ 13.

8  
9 Moreover, Masthead's failure to respond to the second purported service of the  
10 Complaint (which was actually not proper for the reasons addressed in Section I. A.  
11 above, so no response was in fact required) resulted solely from clerical error.  
12 Although this second copy of the Complaint was served on October 20, 2011, on Mr.  
13 Petrov (in violation of the Bulgarian court's order), Mr. Petrov did not inform Mr.  
14 Atanasov of such purported service on it because Mr. Petrov mistakenly believed that  
15 such papers were the same as those previously sent to Masthead in September.  
16 Atanasov Decl. at ¶ 15.<sup>1</sup> And, although Mr. Atanasov received two notices from  
17 Bethesda in November, he mistakenly believed, based upon his prior communication  
18 with Interplay, that Interplay would respond to Bethesda's Complaint on Masthead's  
19 behalf if any response were needed.

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21 **C. Bethesda's Substantive Claims Lack Merit.**

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23 Bethesda's application for a default judgment should also be denied because its  
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25  
26 <sup>1</sup> It was certainly reasonable for Mr. Petrov to believe that these papers were of no different or  
27 added legal effect than those previously served on Masthead in September 2011, given that  
28 Bethesda's attorney, Mr. Loeb, had expressly advised Masthead in the attachment to Mr. Loeb's  
September 14, 2011 letter that Masthead would have 60 days (that is, up to and including November  
13, 2011) to return the waiver of service form, which time had not yet expired. *See* Atanasov Decl.  
at Ex. A, Notice of a Lawsuit, Paragraph 2.

1 substantive claims against Masthead lack merit. As Mr. Atanasov's Declaration  
2 makes clear, none of Masthead's limited work for Interplay made use of any of the  
3 intellectual property assets that Bethesda contends it owns in its dispute with  
4 Interplay. Atanasov Decl. at ¶¶ 6 and 7. Masthead's work for Interplay consisted of  
5 creating background artwork scenes based upon actual scenery from California and  
6 Nevada, and creating generic animal and "mutant" characters for potential use in the  
7 MMOG. Atanasov Decl. at ¶ 7. None of Masthead's work, therefore, infringed upon  
8 any copyrighted elements of the video game "Fallout" that might be owned by  
9 Bethesda and on which Bethesda bases its claims. Atanasov Decl. at ¶ 7. Moreover,  
10 as noted above in Section I. B., the issue of ownership of these intellectual property  
11 rights is currently the subject of a **separate lawsuit between Bethesda and Interplay**  
12 **that is currently pending in Maryland.** Atanasov Decl. at ¶ 9. Still further,  
13 Masthead stopped work for Interplay in or about May 2011, and has no plans to  
14 perform any further work unless and until the dispute between Interplay and Masthead  
15 is resolved in Interplay's favor. Atanasov Decl. at ¶ 8. Accordingly, Bethesda's  
16 request for injunctive relief is moot.

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18 Because Bethesda's substantive claims against Masthead lack merit, Bethesda's  
19 application for a default judgment should be denied.

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21 **D. Denial Of Bethesda's Application Would Result In No Prejudice To**  
22 **Bethesda.**

23  
24 Bethesda's Application for a default judgment should also be denied because  
25 Bethesda will suffer no prejudice in the absence of a default judgment. Indeed, when  
26 Bethesda attempted to serve its initial copy of the Complaint on September 14, 2011,  
27 Bethesda advised Masthead that it would have 60 days to notify Bethesda whether  
28



1 Masthead would waive service, and an additional 30 days thereafter to answer it.  
2 Atanasov Decl. at ¶ 10. Accordingly, Bethesda’s own initial offer did not require  
3 Masthead to respond to the Complaint until December 13, 2011, a date that has not yet  
4 arrived as of the date that this Opposition is being filed. Accordingly, Bethesda will  
5 suffer no prejudice in the event that its application for a default judgment is denied.

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7 **E. Bethesda Is Not Entitled To Attorneys’ Fees And Costs.**

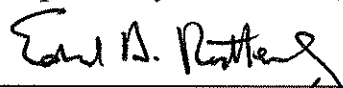
8  
9 Bethesda’s request for attorneys’ fees and costs is plainly improper. Federal  
10 Rule of Civil Procedure 4(d) provides for the recovery of attorneys’ fees incurred in  
11 connection with any motion to collect service expenses from “a defendant located in  
12 the United States” that, without good cause, refuses to waive service (emphasis  
13 added). Hence, Rule 4(d) does not apply to Masthead, a Bulgarian company. Further,  
14 Bethesda did not even wait the 60 days stated in its offer before it retained a Bulgarian  
15 law firm to use the Bulgarian courts to try to effect service via the Hague Convention.  
16 Accordingly, Bethesda’s request for attorneys’ fees and costs should be denied.

17  
18 **II. CONCLUSION**

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20 In light of the strong policy in favor of decisions on the merits, and for all the  
21 foregoing reasons, Bethesda’s application for a default judgment against Masthead,  
22 and for an award of attorneys’ fees and costs, should be denied in its entirety.

23  
24 DATED: December 5, 2011

25 Respectfully Submitted,

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27 EDWARD A. RUTTENBERG  
LEOPOLD, PETRICH & SMITH, P.C.  
Attorneys for Defendant  
28 MASTHEAD STUDIOS LTD.

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**DECLARATION OF ATANAS ATANASOV**

I, Atanas Atanasov, declare:

1. I am the President of Masthead Studios, Ltd. ("Masthead"), the defendant in the present action. I live and work in Sofia, Bulgaria.

2. This Declaration is submitted in support of Masthead's Opposition to the Application of plaintiff Bethesda Softworks LLC ("Bethesda") for a default judgment. If called as a witness at the trial of this matter, I would and could competently testify to the facts contained herein, which are personally known to me.

3. Masthead is a Bulgarian company that specializes in developing interactive gaming and entertainment software.

4. In or about March 2009, Masthead entered into a Product Development Agreement (the "Agreement") with Interplay Entertainment Corp. ("Interplay"), a Delaware corporation, for Masthead to develop a massively multiplayer online game ("MMOG") referred to as "Project V13" (the "Project").

5. Masthead entered into the Agreement with Interplay prior to Bethesda's commencement of litigation against Interplay concerning ownership of the intellectual property assets in the video game series known as "Fallout".

6. In connection with the Agreement, Masthead did only limited work with respect to the development of the Project. None of that work used any intellectual property assets from Fallout.

7. Most of the work that Masthead did on the Project involved creating some background artwork for scenes, most of which was based upon actual scenery from California and Nevada. The only other work that Masthead performed on the Project was artwork for animals and "mutant" characters typical of many post-apocalyptic video games. Nothing that Masthead created in connection with the Project used or infringed upon any copyrighted elements of Fallout.



1           8.     Masthead stopped all work on the Project in or about May 2011 and has  
2 no plans to do any further work on the Project unless and until the dispute between  
3 Interplay and Bethesda is resolved in a matter that makes clear that Masthead can  
4 continue working on the Project without facing further claims from Bethesda. Thus,  
5 there is no basis or need for Bethesda's request for injunctive relief in this case. The  
6 Project is not near completion. There is no completed MMOG in connection with the  
7 Project and there is considerable work that still needs to be done even to get to a beta  
8 testing level of an MMOG in connection with the Project.

9           9.     It is my understanding that there is a current lawsuit in Maryland between  
10 Interplay and Bethesda that will determine who has the rights to the intellectual  
11 property in issue. It is also my understanding that a trial of that lawsuit is scheduled  
12 to commence on December 12, 2011 that will ultimately determine who has the rights  
13 to the intellectual property in issue.

14           10.    On or about September 14, 2011, I received a copy of the Complaint  
15 against Masthead filed by Bethesda in this action. It was sent to the office that I work  
16 in Bulgaria, located at Cvetan Lazarov Blvd. 33 floor 6, Sofia, Bulgaria by hand, by  
17 Federal Express and by email. The complaint sent via Federal Express had a cover  
18 letter attached to it from Daniel Loeb at Fried, Frank, Harris, Shriver & Jacobson,  
19 stating that Masthead had 60 days to respond as to whether it would waive service,  
20 and if it did, it would then have 30 days to answer the complaint. That would put  
21 Masthead's time to answer the complaint at December 13, 2011 if it chose to waive  
22 service. A copy of that letter is attached hereto as Exhibit A.

23           11.    Shortly after I received these papers, I informed Interplay of them.  
24 Interplay advised me that the papers had not been properly served and that Interplay  
25 would handle any response to them that might ultimately be required by Masthead.

26           12.    I also contacted a US law firm with which I have worked in the past,  
27 Davis & Gilbert, LLP ("Davis & Gilbert"), to confirm whether the Complaint papers  
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1 had been properly served on Masthead. Davis & Gilbert confirmed that the service of  
2 the Complaint papers was not in accordance with the Hague Convention and that  
3 Masthead therefore did not have an obligation to respond to the Complaint.

4 13. Because I believed that Interplay would respond to the Complaint on  
5 behalf of Masthead if a response were necessary, and because I was informed that  
6 service had not yet effectively been made on Masthead, I did not take any further  
7 action with respect to the Complaint sent to me on or about September 14, 2011 by  
8 Bethesda.

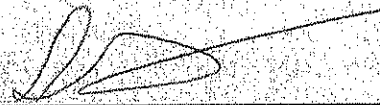
9 14. Subsequently, in November, I received two additional notices via Federal  
10 Express from Bethesda. Based upon my prior conversation with Interplay, I  
11 mistakenly believed that any required response to these notices was being handled by  
12 Interplay. I did not inform Davis & Gilbert of these notices, as I was relying on  
13 Interplay, pursuant to its assurances with me, to deal with anything that needed to be  
14 done in connection with them.

15 15. Unknown to me at the time, sometime during the week of October 20,  
16 2011, an employee of Masthead, Georgi Alexandrov Petrov, who is not a director or  
17 officer of it and who works in Masthead's office located at Oborishte str. 102 floor 3,  
18 Sofia, Bulgaria, received via hand delivery another copy of the Complaint, which this  
19 time had a copy translated in Bulgarian and which indicated that it was issued through  
20 the courts in Bulgaria. Mr. Petrov did not inform me that he had received such a copy  
21 of the Complaint until December 2, 2011, after I asked everyone in that office if they  
22 had received any further legal papers from Bethesda. Mr. Petrov advised me that he  
23 mistakenly believed that these papers were the same as the previous papers that we  
24 had received and thus did not inform me previously of having received them. I only  
25 learned of this on December 2, 2011 after Davis & Gilbert asked whether any new  
26 service had been attempted on Masthead, as they had become aware of new filings by  
27 Bethesda for a default judgment in this Court. These new papers were not served on  
28

1 me personally, nor were they served at the office where I work, which is located at  
2 Cvetan Lazarov Blvd. 33 floor 6, Sofia, Bulgaria. This is another reason why I did  
3 not learn about them until December 2, 2011.  
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5

6 I declare under penalty of perjury under the laws of the United States of  
7 America that the foregoing is true and correct.  
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10 Executed this 5 day of DECEMBER 2011 in Sofia, Bulgaria  
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13  
14 ATANAS ATANASOV  
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FRIED, FRANK, HARRIS, SHRIVER & JACOBSON LLP

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September 14, 2011

Direct Line: 202.639.7062  
Fax: 202.639.7004  
Daniel.Loeb@friedfrank.com

By Federal Express

Atanas Atanasov  
Masthead Studios LTD  
33 Tsvetan Lazarov Blvd  
Floor 6  
Sofia, Bulgaria

Re: *Bethesda Softworks LLC v. Masthead Studios LTD*, Case No. LACV11-754-  
JFW(Ex)

Dear Mr. Atanasov:

I am counsel to Bethesda Softworks LLC. Enclosed herewith is a copy of the complaint filed by Bethesda Softworks LLC against Masthead Studios, LTD. This complaint was filed in the United States District Court for the Central District of California on September 13, 2011. Also enclosed is a copy of the stamped summons, the exhibits filed with the complaint, and three motions (along with accompanying memoranda of points and authorities, declarations and exhibits) that Bethesda intends to file with the court today. One of these motions requests immediate injunctive relief from the court in the form of a temporary restraining order. We are providing you copies of these documents to give you notice of this lawsuit that was filed against your company and these motions that will be filed today.

I have also enclosed copies of a notice of this lawsuit, a request for waiver of service, and two copies of a waiver of service form. Also enclosed is a prepaid Federal Express form to return to me one copy of the signed waiver of service form.

Sincerely,

  
Daniel B. Loeb

Enclosures



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

BETHESDA SOFTWARE LLC,

Plaintiff,

vs.

MASTHEAD STUDIOS LTD.,

Defendant.

CASE NO: LACV11-7534-JFW(Ex)

*Hon. John F. Walter*

**NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE**

**To: Atanas Atanasov**

**Why are you getting this?**

A lawsuit has been filed against Masthead Studios LTD in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid the expenses of formal service, you must return the signed waiver within 60 days from September 14, 2011, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

**What happens next?**

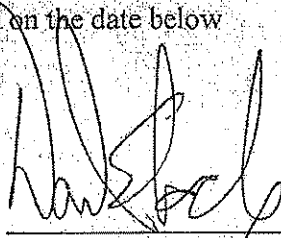
If you return the signed waiver, Bethesda Softworks LLC will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 90 days from September 14, 2011, which is the date this notice was sent, to answer the complaint.

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require Masthead Studios LLC to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.



I certify that this request is being sent to you on the date below

A handwritten signature in black ink, appearing to read "Daniel E. Loeb", written over a horizontal line.

Dated: September 14, 2011

Daniel E. Loeb

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

BETHESDA SOFTWARE LLC,

Plaintiff,

vs.

MASTHEAD STUDIOS LTD.,

Defendant.

CASE NO. LACV11-7534-JFW(Ex)

*Hon. John F. Walter*

WAIVER OF SERVICE OF SUMMONS

To: Daniel E. Loeb

I hereby acknowledge receipt of your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I agree, on behalf of Masthead Studios LTD, to save the expense of serving of a summons and complaint in this lawsuit by not requiring that I be served in the manner provided by Rule 4 of the Federal Rules of Civil Procedure.

I understand that Masthead Studios LTD will retain all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that Masthead Studios LTD must file and serve an answer or a motion under Rule 12 within 90 days from September 14, 2011, the date when this request was sent. If I fail to do so, a default judgment will be entered against Masthead Studios LTD.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signed

**DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS**

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary costs of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

“Good cause” does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant’s property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

BETHESDA SOFTWARE LLC,

Plaintiff,

vs.

MASTHEAD STUDIOS LTD.,

Defendant.

CASE NO. LACV11-7534-JFW(Ex)

*Hon. John F. Walter*

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To: Daniel E. Loeb

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I agree, on behalf of Masthead Studios LTD, to save the expense of serving of a summons and complaint in this lawsuit by not requiring that I be served in the manner provided by Rule 4 of the Federal Rules of Civil Procedure.

I understand that Masthead Studios LTD will retain all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that Masthead Studios LTD must file and serve an answer or a motion under Rule 12 within 90 days from September 14, 2011, the date when this request was sent. If I fail to do so, a default judgment will be entered against Masthead Studios LTD.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signed



**DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS**

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary costs of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

“Good cause” does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant’s property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is **2049 Century Park East, Suite 3110, Los Angeles, California 90067-3274.**

On December 5, 2011, I served the foregoing document described as **OPPOSITION OF DEFENDANT MASTHEAD STUDIOS LTD. TO PLAINTIFF'S APPLICATION FOR ENTRY OF A DEFAULT JUDGMENT; DECLARATION OF ATANAS ATANASOV IN SUPPORT OF OPPOSITION** on the interested parties in this action.

by placing the original and/or a true copy thereof enclosed in (a) sealed envelope(s), addressed as follows:

**SEE ATTACHED SERVICE LIST**

**BY REGULAR MAIL:** I deposited such envelope in the mail at 2049 Century Park East, Suite 3110, Los Angeles, California 90067-3274. The envelope was mailed with postage thereon fully prepaid.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

**BY FACSIMILE MACHINE:** I transmitted a true copy of said document(s) by facsimile machine, and no error was reported. Said fax transmission(s) were directed as indicated on the service list.

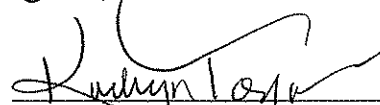
**BY ELECTRONIC MAIL:** I transmitted a true copy of said document(s) by electronic mail, and no error was reported. Said electronic mail transmission(s) were directed as indicated on the service list.

**BY OVERNIGHT MAIL:** I deposited such documents at the Federal Express Drop Box located at 2049 Century Park East, Suite 3110, Los Angeles, California 90067-3274. The envelope was deposited with delivery fees thereon fully prepaid.

**BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by hand to the above addressee(s).

(Federal) I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 5, 2011, at Los Angeles, California.

  
Kathryn Toyama

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