Benjamin Schonbrun, SBN 118323
SCHONBRUN DESIMONE SEPLOW
HARRIS HOFFMAN & HARRISON LLP
723 Ocean Front Walk
Venice, California 90291
Telephone: (310) 396-0731
Facsimile: (310) 399-7040

Dan Getman, Esq. (*pro hac vice*)
Dgetman@GetmanSweeney.com
GETMAN & SWEENEY, PLLC
9 Paradies Lane
New Paltz, NY 12561
Telephone: (845) 255-9370
Facsimile: (845) 255-8649

Susan Martin (*pro hac vice*)
Jennifer Kroll (*pro hac vice*)
MARTIN & BONNETT, PLLC
1850 N. Central Ave., Suite 2010
Phoenix, Arizona 85004
Telephone: (602) 240-6900
Facsimile: (602) 240-2345

Edward Tuddenham
228 W. 137th St.
New York, New York 10030
Telephone: (212) 234-5953
Facsimile: (512) 532-7780

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

GABRIEL CILLUFFO, KEVIN SHIRE, and BRYAN RATTERREE individually and behalf of all other similarly situated persons,

Plaintiffs,

vs.

CENTRAL REFRIGERATED SERVICES, INC., CENTRAL LEASING, INC., JON ISAACSON, and JERRY MOYES,

Defendants.

Case No. ED CV 12-00886 VAP (OPx)
Honorable Virginia A. Phillips, Dept. 2

PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANTS' MOTION FOR RECONSIDERATION

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Rules

INTRODUCTION

Defendants ask the Court to reconsider its November 8th decision ordering the arbitration of Plaintiffs' FLSA claims to proceed collectively. Doc. 61. Defendants' motion should be denied because Defendants failed to comply with Local Rule 7-3 requiring that the Parties meet and confer regarding the motion at least ten (10) days prior to filing. Defendants instead filed this motion only six (6) days after the Parties conferred on the motion and then improperly stated that such conference took place on the date Defendants sent an email requesting a call to meet and confer. Further, Defendants' motion is baseless and should be denied because Defendants utterly fail to meet the standard for reconsideration pursuant to Local Rule 7-18.

ARGUMENT

I. Defendants' Motion Should Be Denied Because Defendants Failed to Comply with Local Rule 7-3 and Incorrectly Asserted that the Meet and Confer Took Place on the Date Defendants Requested a Conference

Defendants violated Local Rule 7-3 by failing to wait ten days following the conference of counsel to file their motion. This is not the first time that Defendants have violated the rules of this Court. *See* Doc. 53, n. 1 (violation of L.R. 11-5.3 and standing order, at 7). *See also* Doc. 61, n.1 (noting that "[t]he vehicle by which Defendants are pursuing their request -- a 'Position Statement' -- is not supported by the FRCP, Local Rules, or this Court's Standing Order.").

Defendants misrepresent to this Court that the conference required by Local Rule 7-3 took place "beginning on November 9, 2012." Doc. 67 at p. 3. This statement is false. Contrary to Defendants' claim, no conference took place until a telephone call was held on November 13, 2012. Defendants sent an email to lead Plaintiffs' counsel Dan Getman, whose offices are on the East Coast at approximately 2:00 p.m. Pacific time on Friday, November 9, 2012 requesting a conference either that day or Monday "if possible." Plaintiffs' lead counsel notified Defendants' counsel a few hours later that he was out of town and unable to meet

and confer until Tuesday, to which Defendants' counsel responded, "Thank you, Dan. I will call you on Tuesday." Declaration of Susan Martin, Exhibit A hereto.

It was not until Tuesday afternoon, November 13, 2012 that the parties conferred by telephone. No conference took place before this time. Under Local Rule 7-3, no motion should have been filed until November 23, 2012. Defendants filed their motion on November 19, 2012, only six days after the conference, unfairly disadvantaging Plaintiffs' counsel.[1] Local Rule 7-3 provides in relevant part:

> counsel contemplating the filing of any motion shall first contact opposing counsel to discuss thoroughly, *preferably in person,* the substance of the contemplated motion and any potential resolution. If the proposed motion is one which under the F.R.Civ.P. must be filed within a specified period of time (*e.g.*, a motion to dismiss pursuant to F.R.Civ.P. 12(b), or a new trial motion pursuant to F.R.Civ.P. 59(a)), then this conference. shall take place at least five (5) days prior to the last day for filing the motion; otherwise, the conference shall take place at least ten (10) days prior to the filing of the motion.

Local Rule 7-3 is mandatory. Defendants' email requesting a conference was not a conference. There was no discussion of the motion between the Parties as required by Local Rule 7-3. The Local Rule is clear that the "conference shall take place" a minimum of ten days prior to the filing of the motion. Defendants' improper shortening of Plaintiff's time to respond so as to require briefing over the

---

[1] If Defendants had waited the requisite ten days and filed their motion on November 23, 2012, the earliest they could have noticed their motion would have been December 24, 2012. This schedule would have provided Plaintiff until December 3, 2012 to respond instead of November 26, 2012, the Monday after Thanksgiving.

Thanksgiving holiday violates the Local Rules, demonstrates a lack of good faith and should be rejected. *See Singer v. Live Nation Worldwide, Inc.*, SACV 11-0427 DOC, 2012 WL 123146 (C.D. Cal. Jan. 13, 2012) (denying motion for summary judgment where "The attempted in-writing 'conference' of counsel [three days before a motion was filed] is insufficient under these circumstances."); *Alcatel-Lucent USA, Inc. v. Dugdale Communications, Inc.*, CV 09-2140PSGJCX, 2009 WL 3346784 (C.D. Cal. Oct. 13, 2009) ("The meet and confer requirements of Local Rule 7-3 are in place for a reason, and counsel is warned that nothing short of strict compliance with the local rules will be expected in this Court. Thus, the motion is also denied for failure to comply with Local Rule 7-3."); *Superbalife, Int'l v. Powerpay*, CV 08-5099, 2008 WL 4559752 (C.D. Cal. Oct. 7, 2008) (brief phone call requesting extension and confirming email were insufficient to constitute compliance with required rule regarding conferences and accordingly, motion was denied).

II. Reconsideration is Barred By Local Rule 7-18

Motions for reconsideration are disfavored and rarely granted. *Brown v. U.S.*, CV 09-8168 ABC, CR 03-847 ABC, 2011 WL 333380, at *1 (C.D. Cal. Jan. 31, 2011) (citation omitted); *see also RE/MAX MEGA GROUP v. Maxum Indem. Co.*, CV 09-06310 DDP (CTx), 2010 WL 5360142, at *1 (C.D. Cal. Dec. 21, 2010) (reconsideration is an "extraordinary remedy"). Such motions are subject to the "stringent standards" of Local Rule 7-18. *Brown*, 2011 WL 333380 at *1. Defendants' motion for reconsideration should be denied because Defendants have no grounds to move for reconsideration and their motion violates Local Rule 7-18 which provides:

> A motion for reconsideration of the decision on any motion may be made only on the grounds of (a) a material difference in fact or law from that presented to the Court before such decision that in the exercise of reasonable diligence could not have been known to the party

> moving for reconsideration at the time of such decision, or (b) the emergence of new material facts or a change of law occurring after the time of such decision, or (c) a manifest showing of a failure to consider material facts presented to the Court before such decision. No motion for reconsideration shall in any manner repeat any oral or written argument made in support of or in opposition to the original motion.

Courts do not grant a reconsideration motion unless the moving party establishes that one of these enumerated conditions occurred. *Quevedo v. Macy's, Inc.*, CV 09–01522 GAF (MANx), 2011 WL 6961598, at *2 (C.D. Cal. Oct. 31, 2011). Defendants do not even pretend to meet this standard. First, they certainly have not shown any material difference in fact or law from that presented to the Court. Secondly, they have not shown new material facts or a change of law since the decision, and finally, they have not made a "manifest" showing of any material facts the Court failed to consider. To the contrary, Defendants' reconsideration motion does only one thing – it repeats written argument made in support of the original motion -- the argument that *Stolt-Nielsen* bars a collective action – and that is the one thing specifically forbidden by Local Rule 7-18. Defendants' motion should be denied for failure to comply with Local Rule 7-18 and for rehashing arguments already made in violation of the Local Rule.

In their argument for reconsideration, Defendants do not even mention much less deny that the doctrine of *expressio unius est exclusio alterius* is a commonly applied method for discerning the drafting party's intent. Defendants do not contest that Utah law recognizes and applies the *expressio unius* doctrine.[2] Defendants do

---

[2] In *Kocherhans v. Orem City*, 266 P.3d 190, 195-96 (Utah Ct. App. 2011, the Utah Court of Appeals wrote that,

> [the] interpretive maxim *expressio unius est exclusio alterius,* or "the expression of one thing is the exclusion of another," applies "where in

(footnote continued)

not deny that they drafted the arbitration clause and that as such, any ambiguity in its terms is to be construed against them.[3] Defendants do not argue that this Court wrongly applied established principle of *expressio unius*. Defendants point to no factor in Local Rule 7-18, as to which this Court's ruling requires reconsideration.

Even disregarding the failure to comply with Local Rule 7-18, none of the arguments raised in support of Defendants' motion have merit.

A. *Stolt-Nielsen* Does Not Bar Collective Arbitration in This Case

Defendants argue that the Court's order to arbitrate Plaintiffs' FLSA claims collectively is somehow precluded by *Stolt-Nielsen S.A. v. AnimalFeeds International Corp.*, 130 S. Ct. 1758 (2010) and that the Court overlooked this. However, Defendants addressed Plaintiffs' argument and raised *Stolt-Nielsen* in their reply brief on the motion to compel stating:

> the natural association of ideas the contrast between a specific subject matter which is expressed and one which is not mentioned leads to an inference that the latter was not intended to be included within the statute." *See Monson v. Carver,* 928 P.2d 1017, 1024–25 (Utah 1996) (internal quotation marks omitted). Without any legal arguments to the contrary, it appears reasonable to interpret the legislature's decision as one not expressly requiring deputy positions in light of its grant of considerable discretion to a municipality in arranging its mode of governance. With this view in mind, we conclude that Kocherhans has failed to demonstrate that the City was required by section 1106 to concentrate its deputy-like responsibilities in a single at-will "deputy" department head position, rather than to disburse those functions, as the City appears to have done, among the merit division managers within each city department.

And see, Buckle v. Ogden Furniture & Carpet Co., 216 P. 684, 685-86 (Utah 1923) (applying *expressio unius* doctrine to legislature's listing of causes of action which may be tried in distant jurisdictions).

[3] *See e.g. Fire Ins. Exchange v. Oltmanns,* 285 P.3d 802 (Utah Ct. App. 2012) (ambiguous contracts construed against drafter).

> Plaintiffs incorrectly argue that a provision limiting class and consolidated actions does not encompass collective actions. Collective in this context means the same as class and consolidated. Moreover, under *Stolt-Nielsen,* Plaintiffs' distinction is irrelevant.

Def. Reply, Doc. 45, p.15, fn.7. Defendants' argument is nonsensical and was properly rejected by the Court. *Stolt-Nielsen* does not say anything about whether arbitration clauses prohibiting consolidated or class actions also prohibit collective actions. There was no failure to consider material facts by the Court in rejecting Defendants' argument. Indeed, other courts have rejected Defendants' claim regarding *Stolt-Nielsen*. *See, e.g., Velez v. Perrin Holden & Davenport Capital Corp.*, 769 F. Supp. 2d 445, 446 (S.D.N.Y. 2011) (where applicability of *Stolt-Nielsen* was addressed in briefing and court ordered arbitration of FLSA claims under arbitration rules of Financial Industry Regulatory Authority ("FINRA") despite FINRA prohibition of class actions because "'collective action' is not encompassed within the term 'class action'"). *See* 1:10-cv-03735, Doc. 32, at p. 7.

Further, in arguing that under *Stolt-Nielsen*, courts cannot interpret an arbitration agreement to allow collective arbitrations unless the parties have *specifically* agreed to do so, Defendants misrepresent the ruling in *Stolt-Nielsen*. The case arose from a dispute between AnimalFeeds, a supplier of animal feed, and Stolt-Nielsen, a maritime shipping company that transported AnimalFeeds products. *Stolt-Nielsen*, 130 S. Ct at 1764. The parties entered into a form contract used in the maritime trade referred to as a "charter party." *Id.* The arbitration clause in the charter party was silent with respect to whether class arbitration was permitted, but the parties went a step further and stipulated that they had reached no agreement regarding class arbitration. *Id.* at 1765. Nevertheless, AnimalFeeds filed a demand for class arbitration and the arbitration panel allowed arbitration to proceed on a class-action basis. Stolt-Nielsen appealed and the case eventually ended up before the Supreme Court.

The Court's analysis began by noting that the arbitration panel's ruling in favor of class arbitration "was not based on a determination regarding the parties' intent." *Id.* at 1768, fn. 4. Rather, in permitting class arbitration "the panel simply imposed its own conception of sound policy." *Id.* at 1769. Such policymaking clearly went beyond the authority granted to the arbitrators by the arbitration agreement itself. Consequently, the Court had little choice but to vacate the class arbitration decision. *Id.* at 1770. However, rather than remand the case to the arbitrators to reconsider, the Court then went on to analyze for itself whether the charter party permitted class arbitration. *Id.*

The Court began with the principle that interpretation of an arbitration agreement is controlled by state law as well the Federal Arbitration Act. *Id.* at 1773. In "construing an arbitration clause, courts and arbitrators must give effect to the contractual rights and expectations of the parties," *id.* at 1773-74, and may not compel a party "to submit to class arbitration unless there is a contractual basis for concluding that the party *agreed* to do so." *Id.* at 1775. Normally, in the absence of an explicit statement in an agreement regarding class arbitration, the next step would be to examine the contract as a whole to determine whether, properly construed, it evidenced such an agreement. However, the Court in *Stolt-Nielsen* had "no occasion to decide what contractual basis may support a finding that the parties agreed to authorize class-action arbitration," *id.* at 1776, fn 10, because of Stolt-Neilsen's and AnimalFeeds' stipulation that "no agreement ha[d] been reached on that issue." *Id.* at 1766. Given that stipulation, there was nothing to interpret. In the stipulated absence of an agreement to permit class arbitration, the FAA precluded the arbitration panel from imposing class arbitration. *Id.* at 1776. The Court summed up its analysis this way: "[W]e see the question as being whether the parties '*agreed to authorize* class arbitration. Here, where the parties stipulated that there was 'no agreement' on that question, it follows that the parties cannot be compelled to submit their dispute to class arbitration." *Id.*

Two important principles arise from *Stolt-Nielsen:* First, the question of whether an arbitration agreement permits class arbitration cannot be decided on policy grounds, but instead must be decided based on the intent of the parties. Second, the fact that an agreement does not explicitly reference class arbitration does not decide the issue unless, as in *Stolt-Neilsen,* the parties stipulate that there was no agreement on class arbitration. Absent such a stipulation – and there is none here – the ordinary rules of contract interpretation must be applied to discern whether an agreement, properly construed, reflects an intent to permit class arbitration. *See generally, Smith & Wollensky Restaurant Group, Inc., v. Passow et al.*, 831 F. Supp. 2d 390 (D. Mass. 2011) (finding that absent a stipulation barring class actions *Stolt Neilson* requires an arbitrator to "decide what contractual basis may support a finding that the parties agreed to authorize class-action arbitration"); *Galakhova v. Hooters of America, Inc.,* 34-2010-00073111-CU-OE-GDS (CA. Sup. Ct., Sacramento County July 27, 2010 (same) (Exhibit B attached hereto); *Fisher v. Gen. Steel Domestic Sales, LLC,* No. 10-cv-01509-WYD-BNB, 2010 WL 3791181 (D. Colo. Sept. 22, 2010) (analyzing holding of *Stolt-Nielsen*).

Contrary to Defendants' assertions, *Stolt-Nielsen* in no way holds that an arbitration agreement must expressly and specifically state that the parties agree to collective arbitration in order to find that the parties intended such collective arbitration to be permitted. As the District Court for the Northern District of California in *Vazquez v. ServiceMaster Global Holding Inc.* explained:

> [I]n *Stolt–Nielson,* the Supreme Court was using the word "'silent' in the sense that they had not reached any agreement," not in the literal sense that there were no words in the contract discussing class arbitration one way or the other. *See* 130 S. Ct. at 1768. **The Supreme Court has never held that a class arbitration clause must explicitly mention that the parties agree to class arbitration in order for a decisionmaker to conclude that the parties consented to class**

> **arbitration.** Rather, the Supreme Court has held that parties must *consent* to class arbitration. *Id.* at 1775… In *Stolt–Nielson* itself, the Supreme Court indicated that it would be appropriate for the decisionmaker to consider the "sophisticat[ion]" of the parties, and even the "tradition of class arbitration" in the field, when determining whether a contract was truly "silent" as to class arbitration. 130 S. Ct. at 1775. In this case, the failure to mention class arbitration in the arbitration clause itself does not necessarily equate with the "silence" discussed in *Stolt–Nielson.*

C 09–05148 SI, 2011 WL 2565574, at *3 fn 1 (N.D. Cal. June 29, 2011) (emphasis added). *See also Jock v. Sterling Jewelers Inc.*, 646 F.3d 113, 124, 125-26 (2d Cir. 2011) ("*Stolt–Nielsen*... did not create a bright-line rule requiring that arbitration agreements can only be construed to permit class arbitration where they contain express provisions permitting class arbitration… *Stolt–Nielsen* did not hold that the intent to agree to [class] arbitration must be stated expressly in an arbitration agreement").

Here, this Court correctly applied ordinary rules of contract interpretation, specifically the doctrine of *expressio unius est exclusio alterius*. The Court was presented with and considered the sophistication of the parties, the tradition of collective actions in FLSA claims, and full briefing as to whether the parties' agreement was truly "silent" as to collective arbitration. And here, the Court found that Defendants, who are admittedly sophisticated corporate entities, drafted the arbitration clause. The contract between the parties clearly shows that Defendants were concerned that Plaintiffs might claim that they were employees and thus be subject to the Fair Labor Standards Act,[4] but still specifically left out collective

[4] Indeed, Defendants' contract clearly is written with knowledge of possible FLSA (footnote continued)

actions from the waiver that included consolidated and class actions. Thus, under the doctrine of *expressio unius est exclusio alterius*, the Court correctly held that the arbitration agreement, properly construed, reflected an intent to permit class arbitration. *Stolt-Nielsen*, and the other cases cited by Defendants do not invalidate the reasoning of the Court that the arbitration agreement authorizes FLSA collective actions.

B. The Consolidation and Class Waiver Does *Not* Refer to "Both Parties" But To "The Parties"

Defendants make a new argument that the parties' intent was to preclude collective arbitration when they write that "The arbitration clause refers to "both parties" and does **not** ever refer to "*all* parties" or use any other collective or group wording that could suggest that a collective action claim was authorized." Def. Reconsid. Br., Doc. 67, p. 19. First, this argument is improper as it is an argument that could have been made through the exercise of diligence by Defendants in their motion to compel or their reply brief. This argument could have been raised by Defendants in their reply to Plaintiffs' argument on the motion to compel — that the exclusion of collective actions from the waiver should be read as consent to collective action arbitrations — but they never did so and the new argument is thus waived. *See, e.g., Elephant Butte Irr. Dist. of New Mexico v. U.S. Dept. of Interior*, 538 F.3d 1299, 1303-04 (10th Cir. 2008) (plaintiffs waived argument raised for the first time on motion for reconsideration because argument could have been raised in

---

claims arising from the independent contractor Agreement giving Defendants total control over the drivers, by stating, "The parties agree that this [exclusive possession, control and use] provision is set forth solely to conform with FMCSA regulations, and shall not be used for any other purposes, including any attempt to classify CONTRACTOR as an employee of COMPANY." Defendants were well aware of the existence of possible employment claims such as the FLSA, when drafting the Agreement, but they simultaneously excluded collective actions from the waiver contained in the arbitration clause. *See, e.g.*, Doc. 27-1, at p. 8 of 184.

response to defendant's original motion); *Lesende v. Borrero*, 06–4967 (DRD), 2011 WL 6001097, at *4 (D.N.J. Nov. 30, 2011) (same); *Dolis v. Gilson*, 07 C 1816, 2010 WL 1687886, at *4 (N.D. Ill. Apr. 26, 2010) (same); *Townhouses of Highland Beach Condominium Ass'n, Inc. v. QBE Ins.*, 504 F. Supp. 2d 1307, 1312 (S.D. Fla. 2007) (defendant waived argument raised for the first time on motion for reconsideration because argument could have been raised in original motion).

Second, the argument is meritless. The wording "both parties" is hardly determinative, even if it had been used, which it was not in the waiver provision. The word "both" does not necessarily convey individuality as opposed to grouping. There is no dispute that the contract is between all of the drivers and the company, but that does nothing to address whether the claims of the drivers under their contracts with the company can be tried collectively. Further, the waiver of consolidated and class actions clause itself refers to "the parties" not to "both parties" as Defendants suggest.[5]

C. The November 8th Order Did Not Contradict the September 24th Order

Defendants' reconsideration motion also claims that this Court's September 24th ruling "**implicitly** granted" their motion to compel individual arbitration of the FLSA claims and the November 8th clarification order "directly contradicts" the September 24 Order" which they claim was caused by Plaintiffs' failure to advise the Court that its September 24th ruling sent the FLSA claims to individual

---

[5] The consolidation and class waiver says "If a court or arbitrator decides for any reason not to enforce this ban on consolidated or class arbitrations, *the parties* agree that this provision, in its entirety, will be null and void" (emph. added) and "the parties agree that this Agreement is not an exempt 'contract of employment.'" Thus, in fact, the agreement explicitly does refer to "the parties" in broad plural rather than "both parties" exclusively in the section dealing with the consolidation and class waiver.

arbitration. Doc. 67, p. 20-21. These suggestions are an offensive and nonsensical attempt to bring Defendants' reconsideration motion closer to the permitted reconsideration terms of Local Rule 7-18. Plaintiffs' counter-statement was based on a careful and truthful reading of the September 24th Order. This Court's November 8th clarification made clear that the September 24th Order did not find the arbitration agreement to explicitly bar collective actions. Defendants' attempt to re-characterize the briefing and this Court's rulings are improper and provide no grounds for reconsideration.

D. Collective Arbitrations are More Efficient

Defendants argue that the Court's order directing that the FLSA claims be arbitrated collectively would be inefficient and costly. Here again, Defendants are asserting an argument that they failed to assert on the motion to compel or reply. Further, while the question here is what the agreement permits, if efficiency and low cost were determinative, individual arbitrations would be forbidden on all claims.

A collective FLSA arbitration handling hundreds of similar claims in a single proceeding is far more efficient than having hundreds of separate arbitrations separately determine the same questions, where each Plaintiff and each Defendant will have to separately choose and pay for separate arbitrators to hear the same questions over and over again. Furthermore, some claimants may have FLSA claims and no other claims, or some may choose to participate in the FLSA collective action though not to bring their own individual arbitration raising the forced labor claim. Compelling individual adjudication of the FLSA claims that all raise the same legal and factual issues would clearly be more onerous and less efficient than determination of the claims through a single arbitration.

Congress intended the collective action provision set forth in 29 U.S.C. §216(b) to further efficiency and lower the cost for employees such as the Plaintiffs to bring their FLSA claims. "A collective action allows [] plaintiffs the advantage of lower individual costs to vindicate rights by the pooling of resources. The judicial

system benefits by efficient resolution in one proceeding of common issues of law and fact arising from the same alleged discriminatory activity." *Hoffmann-La Roche Inc. v. Sperling*, 493 U.S. 165, 170 (1989). The Court recognized this very principle in *Hoffman v. Construction Protective Services, Inc.*, No. EDCV 03–01006, 2004 WL 5642136, at *5 (C.D. Cal. 2004) (Phillips, J) ("Congress has stated its policy that [these] plaintiffs should have the opportunity to proceed collectively. A collective action allows ... plaintiffs the advantage of lower individual costs to vindicate rights by the pooling of resources. The judicial system benefits by efficient resolution in one proceeding of common issues of law and fact arising from the same alleged discriminatory activity."). A collective arbitration will be more, not less efficient.

In any event, efficiency of the outcome is no basis for reversing the decision, correctly made, that the arbitration agreement here permits collective FLSA arbitration.

CONCLUSION

For the foregoing reasons Plaintiffs respectfully request that Defendants' motion for reconsideration should be denied.

Dated: November 26, 2012

MARTIN & BONNETT, PLLC

By: */s/ Susan Martin*
Susan Martin (*Pro Hac Vice*)
Jennifer Kroll (*Pro Hac Vice)*
1850 N. Central Ave. Suite 2010
Phoenix, AZ 85004

Dan Getman (*pro hac vice*)
Dgetman@GetmanSweeney.com
Lesley Tse (*pro hac vice*)
GETMAN & SWEENEY, PLLC
9 Paradies Lane
New Paltz, NY 12561

Benjamin Schonbrun, SBN 118323
SCHONBRUN DESIMONE SEPLOW
HARRIS HOFFMAN & HARRISON LLP
723 Ocean Front Walk
Venice, California 90291

Edward Tuddenham (*pro hac vice*)
228 W. 137th St.
New York, New York 10030

Attorneys for Plaintiffs