

UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: Various, Inc.		Case Number: 13-12439-CSS	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Quy Dong			
Name and address where notices should be sent: Theodore A Cohen Sheppard Mullin Richter & Hampton LLP 333 South Hope Street, 43rd Floor, Los Angeles, CA, 90071-1422		Telephone number: (213) 617-4237 email: tcohen@sheppardmullin.com	COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above):			<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number:		email:	
1. Amount of Claim as of Date Case Filed: \$ <u>According to proof. See attached complaint.</u>			RECEIVED NOV 06 2013 BMC GROUP
If all or part of the claim is secured, complete item 4.			
If all or part of the claim is entitled to priority, complete item 5.			
<input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>Empl discrim. See attached complaint. EPLI covered.</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:		Basis for perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).	
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of aa			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction			

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- ☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Quy Dong

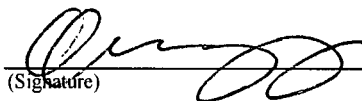
Title: _____

Company: _____

Address and telephone number (if different from notice address above):
7198 Via Romera

San Jose CA 95139

Telephone number: (408) 888-5821 email: quy_dong@hotmail.com


(Signature)

11/3/2013
(Date)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

1 SEYFARTH SHAW LLP
2 Catherine M. Dacre (SBN 141988)
3 cdacre@seyfarth.com
4 Andrew M. McNaught (SBN 209093)
5 amcnaught@seyfarth.com
6 Emily E. Barker (SBN 275166)
ebarker@seyfarth.com
560 Mission Street, 31st Floor
San Francisco, California 94105
Telephone: (415) 397-2823
Facsimile: (415) 397-8549

7 Attorneys for Defendant
8 VARIOUS, INC. and
FRIENDFINDER NETWORKS INC.

ORIGINAL FILED

JUN 28 2013

Richard W. Weidner
Clerk, U.S. District Court
Northern District of California
San Jose

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12 **ADR**

13 QUY DONG,

14 **E-filing** Plaintiff,

15 VARIOUS, INC.; FRIENDFINDER
16 NETWORKS, INC.; and DOES 1 THROUGH
17 10, INCLUSIVE,

18 Defendants.

CV 13-02992

Case No.

HRL

UNLIMITED JURISDICTION

**DEFENDANTS VARIOUS, INC.'S AND
FRIENDFINDER NETWORKS INC.'S
NOTICE OF REMOVAL OF CIVIL
ACTION**

[28 U.S.C. § 1446]

Trial Date: NONE SET
Date Action Filed: MAY 28, 2013
Summons/Complaint: MAY 29, 2013

21 **TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN**
22 **DISTRICT OF CALIFORNIA AND TO PLAINTIFF AND HER COUNSEL OF**
23 **RECORD:**

24 PLEASE TAKE NOTICE that Defendants VARIOUS, INC. and FRIENDFINDER
25 NETWORKS INC. (collectively "Defendants") file this Notice of Removal pursuant to 28
26 U.S.C. sections 1441 and 1446, asserting federal question jurisdiction pursuant to 28 U.S.C.
27 section 1331, to effect the removal of the above-captioned action from the Superior Court of
28 California, County of Santa Clara.

NOTICE OF REMOVAL BY DEFENDANTS VARIOUS, INC. AND FRIENDFINDER NETWORKS INC.

BACKGROUND

1
2 1. On May 28, 2013, Plaintiff QUY DONG ("Plaintiff") filed a Complaint against
3 Defendants in the Superior Court of California, County of Santa Clara, entitled: *QUY DONG, v.*
4 *VARIOUS, INC.; FRIENDFINDER NETWORKS, INC.; and DOES 1-10, inclusive*, Case No.
5 113CV246959.

6 2. Plaintiff's Complaint purports to allege claims for relief against Defendants
7 stemming from Plaintiff's termination of employment with defendant Various, Inc. Plaintiff
8 bases her claims on, among other things, alleged violations by Defendants of the Family and
9 Medical Leave Act ("FMLA") for alleged failure to grant FMLA leave, and alleged retaliation
10 under the FMLA. Plaintiff also asserts claims pursuant to the California Family Rights Act, Cal.
11 Gov. Code § 12945.2, *et seq.* ("CFRA"), the California Fair Employment and Housing Act,
12 Government Code §§12900 - 12996 ("FEHA"), and pleads a tort claim for Wrongful
13 Termination in Violation of Public Policy.

14 **TIMELINESS OF REMOVAL**

15 3. On May 29, 2013, Plaintiff served Defendants with the Summons and Complaint.

16 4. This Notice of Removal is timely filed as it is filed within thirty (30) days of the
17 service upon Defendants of a copy of the Summons and Complaint. 28 U.S.C. § 1446(b);
18 *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344 (1999) (30-day deadline to
19 remove commences upon service of the summons and complaint).

20 **BASES FOR REMOVAL**

21 **FEDERAL QUESTION JURISDICTION**

22 5. Plaintiff asserts claims under the FMLA, a federal statute codified at 29 U.S.C.
23 sections 28, *et seq.* ("FMLA"). This action therefore presents a federal question over which this
24 Court has original jurisdiction. 28 U.S.C. § 1331 (conferring original jurisdiction upon federal
25 courts for actions arising under the laws of the United States).

26 6. Plaintiff asserts the remainder of her claims under the CFRA, the FEHA, and
27 California common law. Plaintiff's claims under California law arise from her employment with
28

1 defendant Various, Inc., and are based on the same factual allegations as those underlying her
2 FMLA claims. Therefore, the claims are so related that they form part of the same case or
3 controversy. Accordingly, this Court has supplemental jurisdiction over all of Plaintiff's claims
4 pled under California law, pursuant to 28 U.S.C. section 1367(a).

5 **VENUE**

6 7. Venue lies in the United States District Court for the Northern District of
7 California pursuant to 28 U.S.C. sections 1441, 1446(a), and 84 (a). This action originally was
8 brought in the Superior Court of the State of California, County Santa Clara and thus should be
9 removed to the San Jose Division of the Northern District of California per Northern District
10 Civil Local Rule 3-2 subsections (c) & (e).

11 **NOTICE OF REMOVAL**

12 8. This Notice of Removal will be promptly served on Plaintiff and filed with the
13 Clerk of the Superior Court of the State of California in and for the County of Santa Clara.

14 9. In compliance with 28 U.S.C. section 1446(a), a copy of Plaintiffs' Summons and
15 Complaint, Civil Cover Sheet, Answer and all other process, pleadings, and orders served on
16 Defendants in the state court action are attached as **Exhibit A**.

17 WHEREFORE, Defendants pray that this civil action be removed from the Superior
18 Court of the State of California, County of Santa Clara to the United States District Court for the
19 Northern District of California, San Jose Division.

20 DATED: June 28, 2013

Respectfully submitted,

SEYFARTH SHAW LLP

23 By: 

24 Catherine M. Dacre
25 Andrew M. McNaught
26 Emily E. Barker

27 Attorneys for Defendants
28 VARIOUS, INC. and
FRIENDFINDER NETWORKS INC.

15785309v.1

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

VARIOUS, INC.; FRIENDFINDER NETWORKS, INC.; & DOES 1 THROUGH 10, INCLUSIVE,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

QUY DONG

FOR COURT USE ONLY
SOLO PARA USO DE LA CORTE

SUM-100

MAY 28 2013

County of Santa Clara, California

Deputy Clerk

D. W. ...

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. (AVISO!) Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos eventuales por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of Santa Clara
191 North First Street, San Jose, California 95113

CASE NUMBER:
(Número del Caso):

113CV246959

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Sonya L. Smallets, Esq., Minnis & Smallets LLP, 315 Noe St., San Francisco, CA, 94114 p: (415) 551-0885.

DATE:
(Fecha) **MAY 28 2013**

DAVID H. YAMASAKI

Chief Executive Officer, Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Various, Inc.**

under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Sonya L. Smallets, Esq. (226190) MINNIS & SMALLETS LLP 315 Noe Street San Francisco, California 94114 TELEPHONE NO.: (415) 551-0883 FAX NO.: (415) 683-7157 ATTORNEY FOR (Name): Quy Dong		FOR COURT USE ONLY <div style="font-size: 1.2em; font-weight: bold;">MAY 28 2013</div> David H. Hernandez, Clerk of the Superior Court County of Santa Clara, California By: <u>D. Wendel</u> Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: Downtown Superior Court		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">13CV246959</div> JUDGE: DEPT:	
CASE NAME: Dong v. Various Inc., et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check One box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DPD/WD (23) Non-P/DPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DPD/WD tort (35) Employment <input checked="" type="checkbox"/> Wrongful termination (38) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

BY FAX

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): **9**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 5/23/2013

Sonya L. Smallets, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 (Rev. July 1, 2007)**CIVIL CASE COVER SHEET**Page 1 of 2
Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

Sonya L. Smalleys, Esq. (SBN226190)
Aaron P. Minnis, Esq. (SBN202935)
Sean D. McHenry, Esq. (SBN284175)
MINNIS & SMALLETS LLP
315 Noe Street
San Francisco, California 94114
T: (415) 551-0885
F: (415) 683-7157
E: sonya@minnissandsmallets.com

Attorney for Plaintiff
QUY DONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA—UNLIMITED JURISDICTION

QUY DONG,

Plaintiff,

vs.

VARIOUS, INC.; FRIENDFINDER
NETWORKS, INC.; & DOES 1
THROUGH 10, INCLUSIVE,

Defendants.

Case No.:

113CV246959

COMPLAINT FOR DAMAGES

- (1) Violation of CRFA
- (2) Retaliation in Violation of CFRA
- (3) Violation of FMLA
- (4) Retaliation in Violation of FMLA
- (5) Disability Discrimination in Violation of FEHA
- (6) Failure to Provide Reasonable Accommodation in Violation of FEHA
- (7) Failure to Engage in Interactive Process in Violation of FEHA
- (8) Retaliation in Violation of FEHA
- (9) Wrongful Termination in Violation of Public Policy

Jury Trial Demanded

BY FAX

COMES NOW Plaintiff QUY DONG for causes of action, and alleges as follows:

(ENDORSED)
FILED

MAY 28 2013

David H. Yarnes, Clerk of the Superior Court
County of Santa Clara, California
By: D. Wendel Deputy Clerk

I. ALLEGATIONS

1. Plaintiff QUY DONG ("Ms. Dong") is a former employee of FriendFinder Networks, Inc. and Various, Inc., who resides in Santa Clara County.

2. Defendants VARIOUS, INC. and FRIENDFINDER NETWORKS, INC. ("Defendants") provide online dating and social networking services. Defendant Various, Inc. is incorporated in the state of California. Defendant Various, Inc. is identified as plaintiff's employer on her W-2. Defendant FriendFinder Networks, Inc. is incorporated in the state of Nevada. Defendant FriendFinder Networks, Inc. is identified as plaintiff's employer on personnel documents plaintiff was provided during her employment.

3. Plaintiff worked for Defendants in Sunnyvale In Santa Clara County. Defendants were plaintiff's employer.

4. The true names and capacities, whether individual, corporate or otherwise, of DOES 1 through 10 are at this time unknown to plaintiff, who therefore sues said defendants by such fictitious names. Plaintiff will ask leave to amend this complaint to reflect their true names and capacities when the same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each of said defendants is responsible, jointly and severally, for the events and injuries described herein and caused damages thereby as alleged herein.

5. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein each and every co-defendant was and is the joint employer, predecessor-in-interest, successor-in-interest, agent, counselor, employee, servant, partner, franchisee and/or joint venturer of each of other co-defendant, and in doing the actions hereinafter mentioned, was and/or is acting within the scope of its authority within such agency, employment, counseling, service, partnership, franchise and/or joint venture or single

1 enterprise, and with the permission and consent of each co-defendant.
2 Plaintiff alleges that each of said defendants is responsible, jointly and
3 severally, for the events and injuries described herein and caused damages
4 thereby to plaintiff as alleged herein.

5 6. Ms. Dong was hired by defendants in January of 2005 as a
6 Marketing Coordinator. Over the next several years, she was promoted
7 several times, from Marketing Coordinator to Financial Analyst to Senior
8 Financial Analyst. In January of 2012, she was promoted again, this time to
9 Operations Manager. Throughout her employment, Ms. Dong received
10 excellent performance reviews. She led several operational initiatives that
11 saved the company approximately one million dollars. Her performance was
12 rewarded with multiple salary increases. In May of 2012, she was given yet
13 another raise.

14 7. In March 2012, defendants hired Renee Kemmerrer as Corporate
15 Controller. Ms. Dong reported directly to Ms. Kemmerrer.

16 8. Ms. Kemmerrer created an abusive work environment. For
17 example, Ms. Dong heard Ms. Kemmerrer tell non-exempt employees who
18 reported to her that overtime work was not allowed and she would not
19 authorize it, but she expected them to stay at work off the clock to complete
20 the work that needed to be done. In another instance, Ms. Kemmerrer told
21 Ms. Dong that she suspected a colleague was an alcoholic. Ms. Dong told
22 Ms. Kemmerrer that she did not think that that was true, as Ms. Dong knew
23 that the colleague was diabetic and thus not supposed to drink alcohol. Ms.
24 Kemmerrer then told Ms. Dong that she was building a case to fire that
25 employee. In yet another instance, Ms. Dong told Ms. Kemmerrer that she
26 thought her year-old daughter was suffering an allergic reaction to an
27 antibiotic, with the intention of asking Ms. Kemmerrer for permission to
28 leave work early to take care of her daughter. Ms. Kemmerrer, however,

1 dismissed Ms. Dong's concerns and told her to go back to her desk and get
2 back to work.

3 9. By June 2012, Ms. Dong had witnessed enough incidents of
4 inappropriate conduct by Ms. Kemmerrer that she felt compelled to bring the
5 matter to the attention of Chief Executive Officer Anthony Previte. Ms. Dong
6 told Mr. Previte that there were things going on at the company that could
7 be illegal. By way of example, Ms. Dong told Mr. Previte that when she told
8 Ms. Kemmerrer that her daughter was ill, Ms. Kemmerrer brushed off her
9 concerns. Ms. Dong told Mr. Previte that she did not know what she should
10 do to address the situation.

11 10. Mr. Previte told Ms. Dong that he was not surprised to hear this,
12 as the executive management team had seen Ms. Kemmerrer engage in
13 inappropriate behavior. Mr. Previte told Ms. Dong to "hang in there," as
14 management supposedly was working on a solution to the situation. Mr.
15 Previte then emailed Myra Tallerico, the highest ranking human resources
16 official in defendants' California offices, and directed her to assist Ms. Dong.

17 11. Instead of helping Ms. Dong, Ms. Tallerico - along with Carmela
18 Monti, Vice President of Human Resources, and Sophia Mankund, the
19 recently hired Consolidations Manager - called Ms. Dong into Ms. Tallerico's
20 office and proceeded to grill her for four hours about the contents of Mr.
21 Previte's email. They repeatedly told her that she should have kept Ms.
22 Kemmerrer's "dirty laundry" to herself, rather than bringing it to the
23 attention of Mr. Previte. Thereafter, Ms. Kemmerrer, Ms. Mankund, and Ms.
24 Tallerico falsely accused Ms. Dong of incompetence and misconduct on
25 several occasions, attempting to destroy her excellent reputation with senior
26 management.

27 12. By early July of 2012, Ms. Dong was experiencing significant
28 depression and anxiety as a result of the way that she was being treated at

1 work. She was unable to sleep. She was experiencing great difficulty
2 concentrating. Ms. Dong therefore sought treatment from her primary care
3 physician. He instructed Ms. Dong to take time off work to enable her to
4 obtain treatment for anxiety and depression.

5 13. Ms. Dong's physician provided Ms. Dong with a doctor's note to
6 give to her employer. The note indicated that Ms. Dong was suffering from
7 work-related stress and that she was expected to be off work for
8 approximately one to two weeks. Ms. Dong emailed the doctor's note to Ms.
9 Tallerico and to Chau Nguyen, Human Resources Generalist, that same day.
10 In the email, Ms. Dong told Ms. Tallerico and Ms. Nguyen that she
11 anticipated being out of work for two weeks, based on the advice she had
12 received from her doctor.

13 14. In addition, on the same day, Ms. Dong's husband took a copy of
14 the doctor's note to defendants' Sunnyvale office, giving it to the
15 receptionist, to further ensure that they had received the note. At the same
16 time, Ms. Dong's husband picked up the paperwork necessary for Ms. Dong
17 to file a workers' compensation claim, which Ms. Dong completed.

18 15. On July 16, Ms. Dong had a follow-up appointment with her
19 physician. During the appointment, he instructed Ms. Dong to take an
20 additional month of medical leave.

21 16. That day, Ms. Dong received an email from Ms. Nguyen, asking
22 Ms. Dong if she would be returning to work on July 18. Ms. Nguyen told Ms.
23 Dong that she needed to submit a doctor's note if she needed to be out for
24 additional time. Ms. Nguyen specifically instructed Ms. Dong to submit the
25 doctor's note by emailing it to her or by fax.

26 17. Ms. Dong responded to Ms. Nguyen later that day, sending her a
27 doctor's note taking her off work for an additional month. Ms. Nguyen
28

1 responded to Ms. Dong, confirming that she had received the note. Ms.
2 Nguyen did not request any additional information from Ms. Dong.

3 18. Two days later, Defendants sent Ms. Dong a letter, terminating
4 her employment for "excessive absenteeism."

5 19. After her termination, Ms. Dong learned for the first time that
6 Tobi Wu, a human resources employee with whom Ms. Dong had had no
7 previous dealings regarding her medical leave, had emailed Ms. Dong an
8 FMLA application on July 5. Ms. Wu's email was sent to Ms. Dong's spam
9 folder by her email program, so she did not see it. Neither Ms. Nguyen -
10 who was copied on Ms. Wu's email and with whom Ms. Dong was actively in
11 communication - nor Ms. Tallerico ever told Ms. Dong that she needed to
12 complete any additional paperwork in order to take a medical leave.

13 20. Plaintiff timely filed administrative charges with DFEH and
14 obtained her right to sue.

15 21. Defendants' actions were undertaken for improper purposes as
16 alleged above and were willful, oppressive and in conscious disregard of
17 plaintiff's rights, and were designed and intended to cause and did, in fact,
18 cause plaintiff to suffer severe emotional distress, pain and suffering, and
19 substantial economic damage and, therefore, justify the awarding of
20 exemplary and punitive damages.

21 22. The above allegations are incorporated by reference in each and
22 every cause of action stated below.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

II. CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violation of CFRA)

Against All Defendants

23. Plaintiff was eligible for medical leave under the California Family Rights Act.

24. Plaintiff requested leave for Plaintiff's own serious health condition that made her unable to perform the functions of her job.

25. Plaintiff provided reasonable notice of her need for medical leave.

26. Defendants refused to grant Plaintiff's request for medical leave.

27. Plaintiff was harmed.

28. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

SECOND CAUSE OF ACTION

(Retaliation in Violation of CFRA)

Against All Defendants

29. Plaintiff was eligible for medical leave under the California Family Rights Act.

30. Plaintiff requested medical leave.

31. Defendants discharged Plaintiff.

32. Plaintiff's request to take a medical leave motivated Defendants' decision to discharge Plaintiff.

33. Plaintiff was harmed.

34. Defendants' retaliatory conduct was a substantial factor in causing Plaintiff's harm.

THIRD CAUSE OF ACTION

(Violation of FMLA)

Against All Defendants

35. Plaintiff was eligible for medical leave under the Family and Medical Leave Act.

36. Defendants are employers covered by the FMLA.

37. Plaintiff was entitled to leave under the FMLA.

38. Plaintiff provided sufficient notice of her intent to take leave.

39. Defendants denied her FMLA benefits to which she was entitled.

FOURTH CAUSE OF ACTION

(Retaliation in Violation of FMLA)

Against All Defendants

40. Plaintiff was eligible for medical leave under the Family Medical Leave Act.

41. Plaintiff requested medical leave.

42. Defendants discharged Plaintiff.

43. Plaintiff's request to take a medical leave was a negative factor in Defendants' decision to discharge Plaintiff.

44. Plaintiff was harmed.

FIFTH CAUSE OF ACTION

(Disability Discrimination in Violation of FEHA)

Against All Defendants

45. Defendants are employers within the meaning of FEHA.

46. Plaintiff was an employee of Defendants.

47. Plaintiff has a mental condition that limits her in a major life activity, including working.

48. Defendants knew of Plaintiff's disability.

1 49. Plaintiff was able to perform the essential functions of her job
2 with reasonable accommodations for her condition.

3 50. Defendants terminated Plaintiff.

4 51. Plaintiff's disability and her need for reasonable accommodations
5 was a substantial motivating reason in Defendants' decision to discharge
6 Plaintiff.

7 52. Defendants' conduct was a substantial factor in causing Plaintiff's
8 harm.

9 **SIXTH CAUSE OF ACTION**

10 **(Failure to Provide Reasonable Accommodation in Violation of FEHA)**

11 **Against All Defendants**

12 53. Defendants are employers within the meaning of FEHA.

13 54. Plaintiff was an employee of Defendants.

14 55. Defendants knew that Plaintiff has a mental condition that limits
15 her in a major life activity, including working.

16 56. Plaintiff was able to perform the essential functions of her job
17 with reasonable accommodations for her condition.

18 57. Defendants failed to provide reasonable accommodations for
19 Plaintiff's disability.

20 58. Plaintiff was harmed.

21 59. Defendants' failure to provide reasonable accommodations was
22 substantial factor in causing Plaintiff's harm.

23 **SEVENTH CAUSE OF ACTION**

24 **(Failure to Engage in Interactive Process in Violation of FEHA)**

25 **Against All Defendants**

26 60. Defendants are employers within the meaning of FEHA.

27 61. Plaintiff was an employee of Defendants.

28 62. Plaintiff has a mental disability that was known to Defendants.

1 63. Plaintiff requested that Defendants make reasonable
2 accommodations of her disability so that she would be able to perform the
3 essential functions of her job.

4 64. Plaintiff was willing to participate in an interactive process to
5 determine whether reasonable accommodations could be made.

6 65. Defendants failed to participate in a timely good faith interactive
7 process.

8 66. Plaintiff was harmed.

9 67. Defendants' failure to engage in a good faith interactive process
10 was a substantial factor in causing Plaintiff's harm.

11 **EIGHTH CAUSE OF ACTION**

12 **(Retaliation in Violation of FEHA)**

13 **Against All Defendants**

14 68. Defendants are employers within the meaning of FEHA.

15 69. Plaintiff was an employee of Defendants.

16 70. Plaintiff opposed discriminatory activity that she reasonably
17 believed to be unlawful under FEHA.

18 71. Defendants terminated Plaintiff.

19 72. Plaintiff's opposition to activity she reasonably believed to be
20 discriminatory was the motivating reason for Defendants' decision to
21 terminate Plaintiff.

22 73. Plaintiff was harmed.

23 **NINTH CAUSE OF ACTION**

24 **(Wrongful Termination in Violation of FEHA)**

25 **Against All Defendants**

26 74. Plaintiff was employed by Defendants.

27 ///

28 ///

1 75. Defendants terminated Plaintiff because she exercised her rights
2 under FEHA to request accommodation for a mental disability, and under
3 CFRA and FMLA to request and take medical leave.

4 76. Said termination violated fundamental public policy, as reflected
5 in FEHA, CFRA, and FMLA.

6 77. The termination caused Plaintiff harm.

7 **III. PRAYER FOR RELIEF**

8 WHEREFORE, plaintiff seeks relief as follows:

9 For First, Second, Fifth, Sixth, Seventh, & Eighth Causes of Action:

10 Economic damages;

11 Non-economic damages for pain, suffering and emotional distress;

12 Exemplary damages;

13 Legal interest;

14 Injunctive relief;

15 Statutory attorney's fees;

16 Costs of suit; and

17 Such other relief as the court deems just.

18 For the Third & Fourth Causes of Action:

19 Economic damages;

20 Legal interest;

21 Liquidated damages in an amount equal to the sum of the economic
22 damages and legal interest;

23 Equitable relief;

24 Statutory attorney's fees;

25 Expert witness fees;

26 Costs of suit; and

27 Such other relief as the court deems just.

28

For the Ninth Cause of Action:

Economic damages;
Non-economic damages for pain, suffering and emotional distress;
Exemplary damages;
Legal interest;
Costs of suit; and
Such other relief as the court deems just.

DATED: May 24, 2013

By: _____

AARON P. MINNIS, ESQ.

Attorney for Plaintiff
QUY DONG

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 N. First St., San Jose, CA 95113

ATTACHMENT CV-5012
113 CV 246959

CASE NUMBER: _____

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 80 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within 30 days of the date you were served with the *Summons and Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions,
you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 99 Notre Dame Avenue, San Jose (408-882-2900 x-2926), www.sccselfservice.org (Select "Civil") or from:

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1loc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: Honorable Peter Kirwan Department: 8

The 1st CMC is scheduled for: (Completed by Clerk of Court)

Date: SEP 24 2013 Time: 3:00 PM In Department: 8

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ In Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
ALTERNATIVE DISPUTE RESOLUTION
INFORMATION SHEET / CIVIL DIVISION**

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation. Including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- < ADR can save time. A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- < ADR can save money. Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- < ADR provides more participation. Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- < ADR provides more control and flexibility. Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- < ADR can reduce stress. ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

- < Mediation is an informal, confidential, flexible and non-binding process in the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.
- < Mediation may be appropriate when:
 - < The parties want a non-adversary procedure
 - < The parties have a continuing business or personal relationship
 - < Communication problems are interfering with a resolution
 - < There is an emotional element involved
 - < The parties are interested in an injunction, consent decree, or other form of equitable relief
- < Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- < The parties are far apart in their view of the law or value of the case
- < The case involves a technical issue in which the evaluator has expertise
- < Case planning assistance would be helpful and would save legal fees and costs
- < The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-

< Arbitration is a less formal process than a trial, with no jury. The arbitrator hears the evidence and arguments of the parties, then makes a written decision. The parties can agree to binding or non-binding arbitration. In binding arbitration, the arbitrator's decision is final and completely resolves the case, without the opportunity for appeal. In non-binding arbitration, the arbitrator's decision could resolve the case, without the opportunity for appeal, unless a party timely rejects the arbitrator's decision within 30 days and requests a trial. Private arbitrators are allowed to charge for their time.

Arbitration may be appropriate when:

- < The action is for personal injury, property damage, or breach of contract
- < Only monetary damages are sought
- < Witness testimony, under oath, needs to be evaluated
- < An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

< Civil Judge ADR allows parties to have a mediation or settlement conference with an experienced judge of the Superior Court. Mediation is an informal, confidential, flexible and non-binding process in which the judge helps the parties to understand the interests of everyone involved, and their practical and legal choices. A settlement conference is an informal process in which the judge meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations. The request for mediation or settlement conference may be made promptly by stipulation (agreement) upon the filing of the Civil complaint and the answer. There is no charge for this service.

Civil Judge ADR may be appropriate when:

- < The parties have complex facts to review
- < The case involves multiple parties and problems
- < The courthouse surroundings would be helpful to the settlement process

< Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute.

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

< Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a resolution.

What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; collections; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; fraud; harassment; health care; housing; insurance; intellectual property; labor; landlord/tenant; media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; sports; trade secret; and wrongful death, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, information about ADR procedures, or answers to other questions about ADR?

Contact:
Santa Clara County Superior Court
ADR Administrator
408-882-2530

Santa Clara County DRPA Coordinator
408-792-2704

ALTERNATIVE DISPUTE RESOLUTION INFORMATION SHEET/ CIVIL DIVISION

CV-5003 REV 6/08

1 SEYFARTH SHAW LLP
2 Catherine M. Dacre (SBN 141988)
3 cdacre@seyfarth.com
4 Andrew M. McNaught (SBN 209093)
5 amcnaught@seyfarth.com
6 Emily E. Barker (SBN 275166)
ebarker@seyfarth.com
560 Mission Street, 31st Floor
San Francisco, California 94105
Telephone: (415) 397-2823
Facsimile: (415) 397-8549

7 Attorneys for Defendants
8 VARIOUS, INC. and
FRIENDFINDER NETWORKS INC.

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA CLARA

12 QUY DONG,

13 Plaintiff,

14 v.

15 VARIOUS, INC.; FRIENDFINDER
16 NETWORKS, INC.; and DOES 1 THROUGH
17 10, INCLUSIVE,

18 Defendants.

Case No. 113CV246959

UNLIMITED JURISDICTION

DEFENDANT VARIOUS, INC.'s AND
FRIENDFINDER NETWORKS INC.'s
ANSWER TO PLAINTIFF'S
UNVERIFIED COMPLAINT

Trial Date: NONE SET
Date Action Filed: MAY 28, 2013

19 VARIOUS, INC. and FRIENDFINDER NETWORKS INC. ("Answering Defendants")
20 hereby submit their Answer to plaintiff QUY DONG's ("Plaintiff") Complaint for Damages, as
21 follows:

22 **GENERAL DENIAL**

23
24 Pursuant to California Code of Civil Procedure section 431.30(d), Answering Defendants
25 generally deny each and every allegation in the Complaint. In further answer to the Complaint,
26 Answering Defendants deny that Plaintiff has suffered any injury, damage, or loss in any nature
27 or manner whatsoever by reason of any act or omission of Answering Defendants, or any of
28 them.

ENTORSED

2013 JUN 27 P 3:38

S. Gancayco-Adiao

SEPARATE DEFENSES

FIRST SEPARATE DEFENSE

(Failure to State Claim for Relief – All Causes of Action)

The Complaint fails to state a claim upon which relief may be granted against Answering Defendants.

SECOND SEPARATE DEFENSE

(Statute of Limitations – All Causes of Action)

Each of Plaintiff's claims as set forth in the Complaint is barred by the applicable statutes of limitations, including but not limited to California Code of Civil Procedure §§ 335.1, 337(1), 338, 339(1), and California Government Code sections 12940, 12960 and 12965, *et seq.*, all other statutes of limitations in Code of Civil Procedure §§ 337-343 *et seq.*, and the Family and Medical Leave Act, 29 U.S.C. Section 2617(c).

THIRD SEPARATE DEFENSE

(Good Cause – All Causes of Action)

Each of Plaintiff's claims as set forth in the Complaint is barred because Answering Defendants had good cause for their conduct.

FOURTH SEPARATE DEFENSE

(Management Discretion – All Causes of Action)

Any and all conduct of which Plaintiff complains or which is attributable to Answering Defendants was a just and proper exercise of management discretion undertaken for fair, honest and lawful reasons.

FIFTH SEPARATE DEFENSE

(Waiver – All Causes of Action)

Each of Plaintiff's claims as set forth in her Complaint is barred to the extent Plaintiff has waived her right(s) to recover, if any.

//

//

//

SIXTH SEPARATE DEFENSE

(Unclean Hands – All Causes of Action)

Each of Plaintiff's claims as set forth in the Complaint is barred to the extent Plaintiff is guilty of unclean hands in connection with the allegations set forth in the Complaint.

SEVENTH SEPARATE DEFENSE

(Good Faith – All Causes of Action)

Defendants and their agents acted reasonably and in good faith at all times material herein based on all relevant facts and circumstances known by them at the time they so acted. Accordingly, Plaintiff is barred from any and all recovery, including but not limited to recovery of penalties, in this action.

EIGHTH SEPARATE DEFENSE

(Equitable Estoppel – All Causes of Action)

Answering Defendants allege upon information and belief that Plaintiff is equitably estopped from asserting the claims alleged in her Complaint because Plaintiff has, by her own conduct, intentionally induced, caused, and/or contributed to the alleged conduct of which Plaintiff now complains.

NINTH SEPARATE DEFENSE

(Business Necessity– All Causes of Action)

Any and all of the acts alleged to have been performed by Defendants, if performed at all, were justified by legitimate, nondiscriminatory, and non-retaliatory business necessity and were not otherwise unlawful.

TENTH SEPARATE DEFENSE

(Privilege/Justification - All Causes of Action)

Any recovery on Plaintiff's Complaint, or any purported cause of action alleged therein, is barred because assuming *arguendo* that discriminatory or retaliatory reasons had been a motivating factor in any decisions toward Plaintiff, which Defendant expressly denies, Defendant would have made the same decisions toward Plaintiff in any case for legitimate, non-discriminatory, non-retaliatory business reasons.

ELEVENTH SEPARATE DEFENSE

(At-Will Employment – All Causes of Action)

Plaintiff's employment with defendant FriendFinder Networks, Inc. was at will, pursuant to California Labor Code §2922, and thus could be terminated by either party at any time with or without cause.

TWELFTH SEPARATE DEFENSE

(Presumption Of At-Will Employment – All Causes of Action)

Plaintiff was presumed to be an at-will employee, pursuant to California Labor Code Section 2922. Plaintiff cannot offer any facts to rebut or overcome this presumption of at-will employment.

THIRTEENTH SEPARATE DEFENSE

(Employment Decisions Contrary to Employer's Policies – All Causes of Action)

Plaintiff may not recover punitive damages for allegedly unlawful employment decisions to the extent that those decisions are contrary to policies that Answering Defendants, or either of them, instituted in good faith against wrongful conduct.

FOURTEENTH SEPARATE DEFENSE

(After-Acquired Evidence—All Causes of Action)

Plaintiff's claims are barred and/or Plaintiff's damages are limited to the extent that she engaged in misconduct of which Answering Defendants were unaware at the time of her terminations.

FIFTEENTH SEPARATE DEFENSE

(Laches — All Causes of Action)

Answering Defendants allege that Plaintiff's action should be barred by the doctrine of *laches* because Plaintiff unreasonably delayed bringing her action against Answering Defendants, which has substantially prejudiced Answering Defendants.

//

//

//

1 **SIXTEENTH SEPARATE DEFENSE**

2 **(Preemption by Workers' Compensation— All Causes of Action)**

3 The exclusive remedy for the alleged damages to Plaintiff is provided by the Workers'
4 Compensation Act, California Labor Code section 3200, *et seq.* Additionally, to the extent
5 Plaintiff receives workers' compensation benefits and/or an award attributable to an injury for
6 which they seek compensation here, then such benefits and/or awards should offset, in whole or
7 in part, any award they have received for the same injury.

8 **SEVENTEENTH SEPARATE DEFENSE**

9 **(Offset— All Causes of Action)**

10 Any recovery on Plaintiff's Complaint, or any purported cause of action alleged therein,
11 is barred in whole or in part because Defendant is entitled to an offset for any monies Plaintiff
12 received from any source after Plaintiff ceased to be employed under the doctrine prohibiting
13 double recovery set forth by *Witt v. Jackson*, 57 Cal. 2d 57 (1961) and its progeny.

14 **EIGHTEENTH SEPARATE DEFENSE**

15 **(Failure To Mitigate Damages— All Causes of Action)**

16 To the extent of Plaintiff's failure to mitigate her alleged damages, any damages awarded
17 to Plaintiff should be barred or reduced accordingly.

18 **NINETEENTH SEPARATE DEFENSE**

19 **(Civ. Code § 3294 Unconstitutional on its Face — All Causes of Action)**

20 California Civil Code section 3294, relating to the imposition of punitive damages, is
21 invalid on its face, or as applied to Defendants in this action, pursuant to Article I, Section 10,
22 Article IV, Section 2, and the First, Fifth, Sixth, Eighth and Fourteenth Amendments to the
23 Constitution of the United States, and Articles I and IV of the California Constitution.

24 **TWENTIETH SEPARATE DEFENSE**

25 **(No Punitive Damages — All Causes of Action)**

26 Defendant is not liable for any alleged exemplary or punitive damages because such
27 damages violate its rights under the United States and California Constitutions, including, but not
28 limited to, its right to due process and against excessive fines. Plaintiff has also failed to allege

1 sufficient facts showing "fraud, oppression or malice" as required for recovery of punitive
2 damages. Plaintiff has also failed to allege sufficient facts showing conduct by an "officer,
3 director or managing agent" of Defendant in support of her claim for punitive damages.

4 **TWENTY-FIRST SEPARATE DEFENSE**

5 **(Attorneys' Fees— All Causes of Action)**

6 Plaintiff knew or should have known that her claims are without any reasonable basis in
7 law and equity and cannot be supported by a good faith argument for extension, modification or
8 reversal of existing law. As a result of Plaintiff's filing of this lawsuit, Defendants have been
9 required to obtain the services of the undersigned attorneys and have and will continue to incur
10 substantial costs and attorneys' fees in defense of this frivolous case. Defendants are, therefore,
11 entitled to recover reasonable attorneys' fees, expenses, and costs incurred by and through this
12 action in accordance with the California Code of Civil Procedure Section 128.5.

13 **TWENTY-SECOND SEPARATE DEFENSE**

14 **(Conduct Does Not Violate Public Policy—Ninth Cause of Action)**

15 Answering Defendants' conduct did not violate the language or public policy of the State
16 of California, the Constitution of the State of California, or any California statute or regulation,
17 and therefore cannot form the basis for a claim of unfair competition, tortious interference, or
18 related claims.

19 **TWENTY-THIRD SEPARATE DEFENSE**

20 **(Exhaustion Of Administrative Remedies — All Causes of Action)**

21 To the extent Plaintiff has asserted claims that were not raised in a complaint or untimely
22 raised filed with the Department of Fair Employment and Housing or the U.S. Equal
23 Employment Opportunity Commission, Plaintiff failed to exhaust her administrative remedies
24 and such claims are barred.

25 //

26 //

27 //

1 **TWENTY-FOURTH SEPARATE DEFENSE**

2 **(Scope of Administrative Charge — All Causes of Action)**

3 Plaintiff's causes of action are barred in whole or in part to the extent the Complaint's
4 allegations do not appear in any timely and proper administrative charge filed by Plaintiff before
5 commencing this lawsuit.

6 **TWENTY-FIFTH SEPARATE DEFENSE**

7 **(Legitimate Non-Discriminatory Factors—All Causes of Action)**

8 Plaintiff may not obtain any of the relief requested in her Complaint because any adverse
9 employment action(s) taken against her were based on legitimate, non-discriminatory and non-
10 retaliatory factors unrelated to Plaintiff's purported disability, or participation in any alleged
11 protected activity, and were free from unlawful discrimination or retaliation of any kind.

12 **TWENTY-SIXTH SEPARATE DEFENSE**

13 **(Scope of Authority—All Causes of Action)**

14 Plaintiff's causes of action, in whole or in part, are barred against Defendants to the
15 extent that the actions of Defendants' agents, employees, and representatives, if the actions
16 occurred, were not actions taken with the course and scope of their employment.

17 **TWENTY-SEVENTH SEPARATE DEFENSE**

18 **(Failure To Take Advantage Of Preventive/Corrective Opportunities—All**
19 **Causes of Action)**

20 Defendant exercised reasonable care to prevent and/or correct any unlawfully
21 discriminatory and/or retaliatory workplace conduct allegedly experienced by Plaintiff. Plaintiff
22 unreasonably failed to take advantage of any preventive or corrective opportunities provided by
23 Defendant or to avoid harm otherwise, and thus Plaintiff's claims are barred or, alternatively, her
24 relief is limited. *State Dept. of Health Servs. v. Superior Ct. of Sacramento County (McGinnis)*,
25 31 Cal. 4th 1026 (2000).

26 //

27 //

28

1 **TWENTY-EIGHTH SEPARATE DEFENSE**

2 **(Mixed-Motive; Bar to Monetary Recovery—All Causes of Action)**

3 To the extent Plaintiff demonstrates her protected status was a substantial motivating
4 factor for any challenged employment action, Defendant would have taken the same action
5 absent the substantial motivating factor. As such, the Court may not award Plaintiff damages,
6 backpay, or order reinstatement. *Harris v. City of Santa Monica*, 56 Cal. 4th 211 (2013).

7 **TWENTY-NINTH SEPARATE DEFENSE**

8 **(No Protected Activity—Second, Fourth, and Eighth Causes of Action)**

9 Plaintiff's retaliation claims are precluded as plaintiff has not engaged in any protected
10 activity upon which to base a retaliation claim.

11 **THIRTIETH SEPARATE DEFENSE**

12 **(Interactive Process / Accommodation – All Causes of Action)**

13 Plaintiff's claims are barred because she failed to participate in good faith, or at all, in an
14 interactive process with Defendant regarding her purported need for a reasonable
15 accommodation for her alleged disability. To the extent she did, Defendant engaged in a timely,
16 good faith interactive process with Plaintiff to determine effective reasonable accommodation for
17 any physical and or mental disability, and further provided reasonable accommodation.
18

19 **THIRTY-FIRST SEPARATE DEFENSE**

20 **(Inability to Perform Essential Functions – All Causes of Action)**

21 Plaintiff's claims based on her purported disability fail to the extent that she could not
22 perform the essential functions of the job, with or without reasonable accommodation.

23 **THIRTY-SECOND SEPARATE DEFENSE**

24 **(Undue Hardship –All Causes of Action)**

25 Providing Plaintiff a reasonable accommodation that would enable her to perform the
26 essential functions of her position would place an undue hardship upon Defendant.
27
28

THIRTY-THIRD SEPARATE DEFENSE

(No Liquidated Damages -- Third and Fourth Causes of Action)

Plaintiff is not entitled to liquidated or punitive damages because Defendant made good faith efforts to comply with the FMLA, the ADA, and all applicable anti-discrimination laws.

THIRTY-FOURTH SEPARATE DEFENSE

(No Injury--All Causes of Action)

Plaintiff sustained no injury or damages by reason of any act of Defendant.

THIRTY-FIFTH SEPARATE DEFENSE

(Failure to Exhaust Internal Grievance Procedures -- All Causes of Action)

Plaintiff's claims are barred in whole or in part to the extent she failed to exhaust available internal dispute-resolution procedures before filing the Complaint.

THIRTY-SIXTH SEPARATE DEFENSE

(Failure to Comply with FMLA and CFRA Requirements -- First, Second, Third, Fourth and Ninth Causes of Action)

Plaintiff's FMLA and CFRA claims are barred to the extent she failed to comply with the obligations and requirements of either or both statutes.

ADDITIONAL DEFENSES

Defendants presently have insufficient knowledge or information upon which to form a belief whether there may be additional, as yet unstated, defenses and reserve the right to assert additional defenses in the event that discovery indicates that such defenses are appropriate.

PRAYER

WHEREFORE, the Answering Defendants pray for judgment as follows:

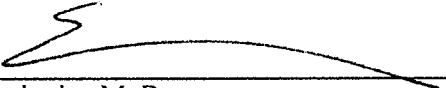
1. That judgment be entered in favor of Answering Defendants and against Plaintiff on all causes of action;
2. That Plaintiff take nothing by her Complaint, and that this Complaint be dismissed with prejudice;

1 3. That the Court award Answering Defendants their costs of suit and attorneys'
2 fees; and

3 4. That the Court award Answering Defendants such further relief as the Court may
4 deem just and proper.

5
6
7 DATED: June 27, 2013

Respectfully submitted,
SEYFARTH SHAW LLP

8
9
10 By: 
11 Catherine M. Dacre
12 Andrew M. McNaught
13 Emily E. Barker

14 Attorneys for Defendants
15 VARIOUS, INC. and
16 FRIENDFINDER NETWORKS INC.

17
18
19
20
21
22
23
24
25
26
27
28
15774161v.1

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 560 Mission Street, 31st Floor, San Francisco, California 94105. On June 27, 2013, I served the within document(s):

**DEFENDANT VARIOUS, INC.'S AND FRIENDFINDER NETWORKS INC.'S
ANSWER TO PLAINTIFF'S UNVERIFIED COMPLAINT**

☐ I sent such document from facsimile machines (415) 397-8549 on June 27, 2013. I certify that said transmission was completed and that all pages were received and that a report was generated by said facsimile machine which confirms said transmission and receipt. I, thereafter, mailed a copy to the interested party(ies) in this action by placing a true copy thereof enclosed in sealed envelope(s) addressed to the parties listed below.

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California, addressed as set forth below.

☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

☐ by placing the document(s) listed above, together with an unsigned copy of this declaration, in a sealed envelope or package provided by an overnight delivery carrier with postage paid on account and deposited for collection with the overnight carrier at San Francisco, California, addressed as set forth below.

☐ by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.

☐ electronically by using the Court's ECF/CM System.

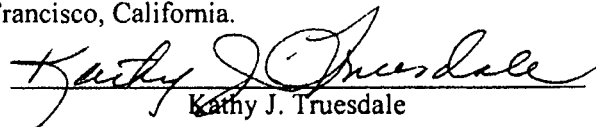
Sonya L. Smallets
Minnis & Smallets LLP
315 Noe St., San Francisco, CA 94114

Phone: 415-551-0885
Fax: 415-683-7157
Email: sonya@minnisandsmallets.com
Attorneys for Plaintiff

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid 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 day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 27, 2013, at San Francisco, California.


Kathy J. Truesdale

SheppardMullin

Sheppard Mullin Richter & Hampton LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071-1422
213.620.1780 main
213.620.1398 main fax
www.sheppardmullin.com
Writer's Direct Line
213-617-4237
tcohen@sheppardmullin.com

November 5, 2013

VIA FEDEX

BMC Group, Inc.
Attn: FriendFinder Networks Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

Re: In Re PMGI, et al.
Two (2) Proofs O Claim
Creditor: Quy Dong
First Debtor: FriendFinder Networks, Inc., Case No. 13-12405
Second Debtor: Various, Inc., Case No. 13-12439

Dear BMC Group, Inc.:

We are counsel to Quy Dong, a creditor of both above-referenced debtors. Enclosed herewith for filing in the above-referenced cases are **two (2)** Proofs of Claim of Ms. Dong containing her original signature, as follows:

1. Proof of Claim of Quy Dong in FriendFinder Networks, Inc., Case No. 13-12405; and
2. Proof of Claim of Quy Dong in Various, Inc., Case No. 13-12439.

Please note that the Proofs of Claim contain supporting documentation.

We have also enclosed herewith copies of each of the foregoing claims, together with a return FedEx envelope. Please file the original Proofs of Claim, and return to us in the enclosed FedEx envelope stamped/conformed copies of both Proofs of Claim.

Very truly yours,


Theodore A. Cohen

for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:412434826.1
Enclosures

From: (213) 620-1780
 Alice Montoya
 Sheppard Mullin Richter & Hamp
 333 South Hope Street - 48th Floor

Origin ID: EMTA



J13201306280326

Los Angeles, CA 90071

SHIP TO: (213) 620-1780 X 14000 BILL SENDER

FriendFinder Networks Claims Proces
BMC Group, Inc
18675 Lake Drive East

CHANHASSEN, MN 55317

Ship Date: 05NOV13
 ActWgt: 5.0 LB
 CAD: 100134291/INET3430

Delivery Address Bar Code



Ref # 38BF-192770
 Invoice #
 PO #
 Dept #

RECEIVED**NOV 06 2013****BMC GROUP**

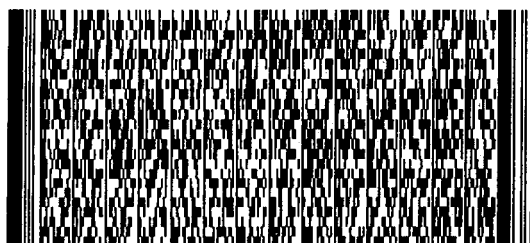
WED - 06 NOV 10:30A
PRIORITY OVERNIGHT

TRK# 7970 8806 7055

0201

XH FBLA

55317
 MN-US
 MSP



51AG1/D5E6/1A9E

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.