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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

SONNY LOW, J.R. EVERETT and JOHN BROWN, on Behalf of Themselves and All Others Similarly Situated, Plaintiffs, vs. TRUMP UNIVERSITY, LLC, a New York Limited Liability Company and DONALD J. TRUMP, Defendants. [Caption continued on following page.]	No. 3:10-cv-0940-GPC(WVG) CLASS ACTION PLAINTIFFS' OMNIBUS REPLY IN FURTHER SUPPORT OF JOINT MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS' MOTION FOR APPROVAL OF CLASS REPRESENTATIVE SERVICE AWARDS DATE: March 30, 2017 TIME: 1:00 p.m. CTRM: 2D JUDGE: Hon. Gonzalo P. Curiel

ART COHEN, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. DONALD J. TRUMP, Defendant.	No. 3:13-cv-02519-GPC-WVG CLASS ACTION

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I. INTRODUCTION

The numbers are in, and they end any debate about the fairness of this Settlement: Eligible Class Members are expected to receive ***over 80 cents on the dollar*** of what they spent on Trump University ("TU") Live Events.[1] That means a Class Member who purchased a 3-day seminar and Gold Elite program will likely receive a check for about ***$30,000***. No rational actor could expect to do better at trial, especially in a case where damages were decertified and Class Members may have been required to put up individualized proof of their damages to get any relief.

As a reflection of the Settlement's fairness, the Class has reacted positively. About 3,730 claimants timely submitted Claim Forms, and no government entity objected. In contrast, two – or ***0.05%*** – filed objections.[2] First, weeks after submitting a sworn Claim Form, expressly waiving any right to sue defendants, Sherri Simpson now objects to the lack of a second opt out. Why? It appears that Simpson was later solicited, based on her appearance on a PAC ad about TU, by Gary Friedman and attorneys who led Jill Stein's failed election-recount campaign, to object to a settlement that even she calls "laudable."[3] Second, Harold Doe wants triple his money back, but as regrettable as his financial situation may be, it is no basis to object.

Plaintiffs respectfully request that the Court overrule the objections, grant final approval, and award the Class Representatives $15,000 each for Service Awards.

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[1] Capitalized terms have the same meanings as in the Stipulation of Class Action Settlement ("Agreement"), unless noted.

[2] Two Class Members sent letters to Class Counsel that purport to be objections, but they did not file them. Ramona Kleemann faxed a letter, asking for more money. *See* Reply Declaration of Rachel L. Jensen ("Jensen Reply Decl."), Ex. 1. Carolyn Class wrote to express her disagreement with the lawsuit. *Id.*, Ex. 2. As neither filed, they waived any right to object. *See Low* Dkt. ("LDkt.") 584 & *Cohen* Dkt. ("CDkt.") 282 at 12; *infra* n.13. Plaintiffs do not here address White's intervention motion as he is not a Class Member, it is fully briefed, and it should be ruled on separately.

[3] *See* LDkt. 593 at 10; *see also* https://www.washingtonpost.com/opinions/jill-stein-has-done-the-nation-a-tremendous-public-service/2016/12/15/22d92956-c2e3-11e6-9578-0054287507db_story.html?utm_term=.6cd8fb8e318b (last visited on Mar. 16, 2017); http://johngaltfla.com/wordpress/2016/02/27/meet-some-of-the-victims-of-donald-trump-and-his-university/ (last visited on Mar. 16, 2017).

II. THE RECOVERY RATE IS EXPECTED TO EXCEED 80%

While the Settlement Administrator continues to process Claim Forms, we estimate Eligible Class Members will receive over 80% of their Net Purchase Amounts. *See* Reply Declaration of Edward A. Wulff ("Wulff Reply Decl."), ¶¶5-7. To date, 2,741 unique purchases, totaling $21.3 million, have been verified by cross-checking defendants' purchase data. *See* Jensen Reply Decl., ¶6. Though these numbers would indicate a recovery rate in excess of 95%, to be conservative, we estimate an 80% rate because hundreds of Claim Forms, some with documentation, remain under review.[4] *See id.*, ¶7; Wulff Reply Decl., ¶¶5-7. In addition, claimants will be given a chance to cure deficiencies. *See id*. We anticipate the total amount of verified purchases could rise to $25 million, and still yield an 80% recovery rate.[5]

This estimated rate of recovery is exceptional and clearly meets the standard under *Churchill Vill., L.L.C. v. GE*, 361 F.3d 566, 575-76 (9th Cir. 2004). Class Members could not realistically hope for a better recovery at a jury trial, especially for the foreseeable future during Trump's presidency. This factor is determinative.

III. THE REMAINING FACTORS ALSO FAVOR APPROVAL

A. The Class Has Reacted Positively, and No Government Agency Has Objected

We are now in a position to provide complete information about the reaction of the Class and government participation. After an extensive notice program and wall-to-wall media coverage, the reaction of the Class has been overwhelmingly positive. In response to the Class Notices, 3,730 likely unique claimants filed Claim Forms. *See* Jensen Reply Decl., ¶5. In contrast, only two filed objections: One seeks to opt out of a settlement she calls "laudable," and one seeks more money due to his

[4] At least 54 unverified Claim Forms enclose some form of documentation. *See* Wulff Reply Decl., ¶6. Many of the unverified Claim Forms are facially invalid as relating to other seminar companies (*e.g.*, Trump Institute), non-Class products (*e.g.*, webinars), non-U.S. purchases, or reference politicians. *See* Jensen Reply Decl., ¶7 & Wulff Ex. 2 (claimant says that "Trump/Schumer/Pelosi" were her TU instructors).

[5] Though not to be factored in for approval, the NYAG's office will likely distribute funds to Class Members from the $4 million paid to settle its Action.

finances. §III.B, C. Given the media attention these cases attracted, "the absence of a large number of objections . . . raises a strong presumption that the terms of a proposed class settlement action are favorable." *See Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004). Further, no government entity objected in response to defendants' CAFA notice to the Attorneys General of all 50 states, DC, and the U.S. LDkt. 585-1 & CDkt. 283-1. These factors favor approval.

B. Simpson's Objection Should Be Overruled

Only one Class Member complains about the lack of a second opt out: Sherri Simpson. Simpson's Claim Form submission, which was done without reservation, belies her counsel's characterization as a placeholder in case her objection was denied.

1. Simpson Lacks Standing to Assert Her Objection

"Simply being a member of a class is not enough to establish standing. One must be an ***aggrieved*** class member."[6] *In re First Capital Holdings Corp. Fin. Prods. Sec. Litig.*, 33 F.3d 29, 30 (9th Cir. 1994) (cited by *Glasser v. Volkswagen of Am., Inc.*, 645 F.3d 1084, 1088 (9th Cir. 2011)). Constitutional standing requires (1) injury in fact, (2) causation, and (3) redressibility. *See Steel Co. v. Citizens for a Better Env't*, 523 U.S. 83, 103-04 (1998) (cited in *In re Hydroxycut Mktg. & Sales Practices Litig.*, No. 09md2087 BTM(KSC), 2013 U.S. Dist. LEXIS 133413, at *61 (S.D. Cal. Sep. 17, 2013) (Moskowitz, C.J.) (striking settlement objections for lack of standing)).

Simpson failed to carry her burden to show she is aggrieved by the provision she challenges. *See Brown v. Hain Celestial Grp., Inc.*, No. 3:11-cv-03082-LB, 2016 U.S. Dist. LEXIS 20118, at *29-*30 (N.D. Cal. Feb. 18, 2016) (questioning objectors' standing where none argued relief was insufficient). Indeed, she demonstrated just the opposite by calling the Settlement "a laudable result" (one she is unlikely to beat[7]) and

[6] Here, and throughout, emphasis is supplied and internal citations and quotation marks are omitted, unless otherwise noted.

[7] It is improbable Simpson would achieve greater than 80% given that attorneys' fees in individual contingent fee cases range from 30-40%. *See In re Ocean Power Techs., Inc.*, No. 3:14-CV-3799, 2016 U.S. Dist. LEXIS 158222, at *91 (D.N.J. Nov. 15, 2016). Moreover, Simpson would be starting from scratch and unlikely to recover

submitting a Claim Form to participate in it weeks before seeking to opt out. *See* Wulff Reply Decl., Ex. 1. Nowhere does Simpson claim she would have opted out ***instead of*** filing a claim. Instead, on February 1, 2017, Simpson logged onto the Settlement Website and submitted a Claim Form, waiving any right to sue defendants:

> I declare under penalty of perjury that the information I provided on this Form is true and correct, to the best of my recollection. . . . ***I understand that I am bound by the terms of any judgment in these actions and may not bring a separate lawsuit for these claims***.

Id. at 3. Simpson (who is an attorney) failed to include any comment to the effect that she was merely preserving her rights. And at no point before, during, or after its submission did she communicate ***any*** question, concern, or reservation of rights. *See id.*; Declaration of Charles Marr ("Marr Decl."), ¶5; Declaration of Amber L. Eck ("Eck Decl."), ¶3. Having sworn that she "may not bring a separate lawsuit," Simpson cannot object and seek to do just that. *See Kakani v. Oracle Corp.*, No. C 06-06493 WHA, 2007 U.S. Dist. LEXIS 47515, at *20 (N.D. Cal. June 19, 2007) (holding that "[w]orkers who voluntarily send in a claim form" are bound by release).

Simpson's attorneys try to dodge this fact by appearing to falsely state that, "***[i]n the exercise of caution***, Ms. Simpson has also submitted the claim form that was distributed along with the 2017 Class Notice." LDkt. 593 at 10 n.4. But it was not caution that inspired her; Simpson had no intention to opt out then. As of late February, Gary Friedman apparently had no clients and began soliciting Class Members from the PAC ad. We know this because Robert Guillo, who appeared in the same political ad as Simpson, testified that a male attorney from New York City tried to solicit him to object to the Settlement by phone on February 23, 2017. *See* Declaration of Robert Guillo ("Guillo Decl."), ¶4. Guillo's caller ID traced the number to Myriam Gilles (*id.*, ¶5), who is a professor at Cardozo School of Law (*see id.*) and wife to Simpson's lawyer, Gary Friedman.[8] Guillo turned Friedman down.

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anything for years, due to the accommodations afforded sitting Presidents.

[8] *See* http://blogs.reuters.com/alison-frankel/2015/09/29/disgraced-plaintiffs-lawyer-gary-friedman-on-why-his-leaks-shouldnt-topple-the-largest-antitrust-

Id., ¶6. Friedman's conduct violated New York ethical rules barring phone solicitation. *See* N.Y. R. Prof'l Conduct 7.3(a)(1). Based on Guillo's experience, it is likely Friedman also solicited Simpson by phone in violation of the same rule, given that she lives in Florida, whereas Friedman is based in New York and her other counsel are in New York and California. *See* LDkt. 593.

Further, while Simpson's objection is purportedly based on language in the 2015 Notice of Pendency, there is no causal link between that notice and Simpson's failure to opt out. The 2015 Class Notice advised Class Members to opt out by the deadline or forfeit any right to sue, and Simpson does not claim to believe otherwise. It is a testament to this Settlement that her lawyers resorted to mischaracterizing one parenthetical on page 7 of the 2015 Long-form Notice to cobble together an objection. *Compare* LDkt. 593 at 1, *with* LDkt. 411-1, Ex. A (2015 Long-form Notice) at 8. Far from lulling Class Members into inaction, the ***very first page*** sent this urgent message:

YOUR LEGAL RIGHTS AND OPTIONS IN THESE LAWSUITS	
DO NOTHING	**Stay in these lawsuits. Await the outcomes. Give up certain rights for the possibility of receiving money at a later time.** By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or settlement. But, you give up any rights to sue Trump University and Trump separately about the same legal claims in these lawsuits.
ASK TO BE EXCLUDED	**Get out of the lawsuits. Get no money from any recovery. Keep rights.** If you ask to be excluded from these lawsuits and money or benefits are later awarded, you will not share in those monies or benefits. But, you keep any rights to sue Trump University and Trump separately about the same legal claims in these lawsuits.

LDkt. 411-1, Ex. A at 1. The paragraph containing the parenthetical that Simpson's attorneys rely on as the basis for her objection relayed the same urgent message:

> By doing nothing, you are staying in one or both of the Classes. If you stay in, and the Plaintiffs obtain money or benefits, either as a result of the trial or a settlement, you will be notified about how to obtain a share (or how to ask to be excluded from any settlement). ***Keep in mind that if you do nothing now***, regardless of whether the Plaintiffs win or lose the trial, ***you will not be able to sue (by way of separate lawsuit) Trump University and Trump about the same legal claims that are the subject of these lawsuits.*** You will also be legally bound by all of the Orders and judgments the Court makes in these class actions.

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settlement-in-u-s-history/ (last visited on March 17, 2017).

Id. at 7. And the parenthetical upon which Simpson seizes related only to obtaining a share (or not) from a settlement. At the time the 2015 Class Notice was disseminated, there was no settlement, and it left open the possibility of an automatic distribution for which no claim form would be necessary, and affirmative action would be needed to be excluded from participating. This Settlement requires that a Claim Form be submitted, and the Settlement Notice notified Class Members about how to obtain a share or be excluded: submit a Claim Form or refrain from doing so. LDkt. 583-1, Ex. A-1 at 1. Simpson decided to submit a Claim Form. Wulff Reply Decl., Ex. 1.

It is telling that Simpson does not claim she read the 2015 Long-form Notice, much less the parenthetical. This is no accident. The Court-approved 2015 Mailed Notice, which was mailed to Simpson, did ***not*** contain that parenthetical and explains:

> If you remain in either or both Classes, you will be legally bound by all orders and judgments the Court makes. If you do not want to be a part of either or both lawsuits, you must take steps to exclude yourself (sometimes called "opting-out"). . . ***If you want to start or continue your own lawsuit against Trump University and Trump regarding their Live Events, you must exclude yourself.***

LDkt. 381-3 & CDkt. 61-3, Ex. 2 at 2.[9] The 2015 Notices were crystal clear that a Class Member had to opt out by the deadline or forfeit bringing a separate suit. If Simpson had any questions or concerns, she could have brought it up with counsel for the Class on any one of their many calls. She did not. *See* Eck Decl., ¶3.

As Simpson has not shown any injury or causation, she is not an "aggrieved" class member. Should the Court have any reservation about her lack of standing, plaintiffs ask the Court to order Simpson to appear for an evidentiary hearing so she can be examined under oath about her standing and her counsel. *See Hydroxycut*, 2013 U.S. Dist. LEXIS 133413, at *59-*60. Further, the circumstances surrounding

[9] This Court approved the following 2015 Class Notices of Pendency: A Long-form Notice to be posted on the website and mailed to Class Members upon request; a Mailed Notice to be mailed by the Notice Administrator, Epiq, to known Class Members; and a Summary Notice to be published in the USA Today. LDkt. 419 at 10. Epiq mailed the Mailed Notice to Simpson on October 1, 2015, but it came back undeliverable, so they re-mailed that notice. *See* Marr Decl., ¶4. The second mailing was not returned. *See id.* Simpson never requested a 2015 Long-form Notice. *Id.*, ¶5.

her objection suggest it is attorney-driven, and plaintiffs should have an opportunity to examine the attorneys under oath about the genesis of the objection, any solicitation efforts, and the motivations behind it. *See id.* Finally, counsel should be questioned about their misleading footnote concerning Simpson's claim. *See* LDkt. 593 at 10 n.4.

2. There Is No Due Process Right to a Second Opt Out

If the Court reaches the objection's merits, it should be overruled because the Ninth Circuit has expressly rejected any right to a second opt out. In *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615 (9th Cir. 1982), the Ninth Circuit held:

> [W]e have found ***no authority of any kind suggesting that due process requires that members of a Rule 23(b)(3) class be given a second chance to opt out***. We think it does not. . . . Moreover, to hold that due process requires a second opportunity to opt out after the terms of the settlement have been disclosed to the class would impede the settlement process so favored in the law.

Id. at 634-35; *see also Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1289 (9th Cir. 1992) (Class had "notice of the action and afforded an opportunity to opt out. . . . Class Members also were given notice of the proposed settlement and afforded the opportunity to object. This is all that Rule 23 requires.").

Simpson fails to acknowledge this binding authority, even though the Parties quoted it in their preliminary approval motion. *See* LDkt. 583 & CDkt. 281 at 14 (citing *Officers for Justice*, 688 F.2d at 623); *Allen v. Similasan Corp.*, 306 F.R.D. 635, 641 (S.D. Cal. 2015) (discussing "counsel's duty to remain apprised of binding precedent" and bring it to court's attention). Simpson also cites zero authority in this Circuit for her 'right.' *See* LDkt. 593 at 5-6. That is because none exists.[10]

[10] Simpson's cases do not help her cause. General principles of notice and opt outs are beside the point. LDkt. at 5-6 (citing *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 815 (1985) (requiring ***one*** opt-out opportunity); *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 363 (2011) (same); *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306 (1950) (pre-Rule 23 notice standards); *Maywalt v. Parker & Parsley Petroleum Co.*, 67 F.3d 1072, 1079 (2d Cir. 1995) (***rejecting*** objection to notice); *Litwin v. iRenew Bio Energy Solutions, LLC*, 226 Cal. App. 4th 877, 883-84 (2014) (notice said class had to appear in court to preserve objection, decided by state rules)).

3. The Court Was Well Within Its Discretion to Approve the Settlement Without a Second Opt Out

Alternatively, Simpson argues that this Court should exercise its discretion to require a second opt out pursuant to Rule 23(e)(4). *See* LDkt. 593 at 6. Her argument ignores the fact that this Court has ***already*** exercised its discretion in ruling on this issue – just not to Simpson's liking. With the benefit of *Officers for Justice* and Rule 23(e)(4), the Court decided at the preliminary approval stage that a second opt out was not warranted here. *See* LDkt. 584 & CDkt. 282 at 13; LDkt. 583 & CDkt. 281 at 14 (quoting *Officers for Justice*, 688 F.2d at 634-35; citing Rule 23(e)(4)). In so doing, the Court found that Class Members were afforded individual notice of the class action and a chance to opt out, and the Court's Class Notice Order expressly warned that failure to timely opt out would deem one a "'Member of the Class ***for all purposes*** and bound by all further orders and judgments of the Court.'" LDkt. 584 & CDkt. 282 at 7, 13 (quoting LDkt. 419 at 11 & CDkt. 130 at 10-11). The Court's decision was well within its discretion and comports with Ninth Circuit caselaw.

The Court's order also makes good sense. As *Officers for Justice* found, "[a]llowing objectors to opt out would discourage settlements because class action defendants would not be inclined to settle where the result would likely be a settlement applicable only to class members with questionable claims, with those having stronger claims opting out to pursue their individual claims separately." 688 F.2d at 635. This applies here, where defendants bargained for a no-second-opt-out clause to bring them global peace, not uncertain exposure. Further, a second opt out is unnecessary to protect Class Members' interests as Rule 23 places that responsibility squarely on the Court's shoulders to ensure that the Settlement is fair to the Class. *See In re Lloyd's Am. Trust Fund Litig.*, No. 96 Civ. 1262 (RWS), 2002 U.S. Dist. LEXIS 22663, at *33-*34 (S.D.N.Y. Nov. 26, 2002) ("If the proposed settlement is fair, adequate and reasonable, due process does not afford Class Members a second opportunity to opt out.").

Simpson's out-of-Circuit cases do not prove otherwise.[11] LDkt. 593 at 7-8. As the district court in *Denney v. Jenkins* observed: "[C]ourts have consistently rejected arguments that due process requires a second opportunity to opt out when the final terms of a proposed settlement become known – even in those cases where the initial opt-out period expires ***before*** a settlement agreement is reached." 230 F.R.D. 317, 345 (S.D.N.Y. 2005), *aff'd in part*, *Denney*, 443 F.3d at 271. On appeal, the Second Circuit found the objectors' gamble not to opt out earlier did not confer a right to place "new bets" later on. 443 F.3d at 271. Here, too, Simpson has no right to place a new bet at this stage. If she did, the first notice would have been an expensive waste; the Court's Class Notice Order rendered a nullity; and opt outs, who played by the rules and may now have regrets due to the excellent recovery, would be penalized.

Simpson's suggestion that the circumstances here warrant a second opt out is rich in irony. *See* LDkt. 593 at 8. Her objection is why there is ***not*** one: Defendants paid $25 million to avoid the uncertainty that political opponents might solicit opt outs to force a high-profile trial. *See* n.3. And, as explained above, the 2015 Class Notice cited by Simpson's attorneys clearly advised Class Members to opt out or forfeit any right to sue. Finally, Simpson's vague complaint about the release has no merit. *See Class Plaintiffs*, 955 F.2d at 1287 ("[A] federal court may release not only those claims alleged in the complaint, but also a claim based on the identical factual predicate as that underlying the claims in the settled class action."); *Klein v. O'Neal, Inc.*, 705 F. Supp. 2d 632, 664 (N.D. Tex. 2010) ("In a class action settlement setting, defendants seek and pay for global peace – *i.e.*, the resolution of as many claims as

[11] *Denney v. Deutsche Bank AG*, 443 F.3d 253, 271 (2d Cir. 2006); *Hainey v. Parrott*, 617 F. Supp. 2d 668, 678-79 (S.D. Ohio 2007); and *In re Auto. Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2004 U.S. Dist. LEXIS 29163, at *7-*9 (E.D. Pa. May 10, 2004), ***rejected*** objections to the notice. *Olden v. LaFarge Corp.*, 472 F. Supp. 2d 922, 935 (E.D. Mich. 2007), rejected an objection to allowing new opt outs. And *Dare v. Knox County*, 457 F. Supp. 2d 52, 53 (D. Me. 2006), involved a settlement that expanded the "searches and actors" at issue, whereas the 2015 Class Notices described the claims and actors that are the subject of the Settlement.

possible."). If Simpson was eager to file a fraud claim, she could have done so years ago when the Court declined to certify it. LDkt. 298. Her objection is meritless.[12]

C. Doe's Objection Is Procedurally Infirm and Lacks Merit

Harold Doe submitted a *pro se* objection, seeking over $100,000 in part due to his financial situation. *See* CDkt. 299 at 1. But as the Court noted, his "letter does not fully comply with the requirements for written objections set forth in the Court's December 20, 2016 Order." CDkt. 298. It lacks a statement demonstrating Class membership, phone number, or documentation. *Compare* CDkt. 299, *with* CDkt. 282 at 12. Doe has, thus, waived any right to object. *See* CDkt. 282 at 12. The objection also lacks merit. As regrettable as Doe's situation may be, it is not a valid objection.[13] *Officers for Justice*, 688 F.2d at 624 ("Of course, the very essence of a settlement is compromise, a yielding of absolutes and an abandoning of highest hopes."). And to be clear, Class Counsel made no promises about the recovery here. Eck Decl., ¶4.

IV. NO ONE HAS OBJECTED TO THE SERVICE AWARDS

As shown in the opening papers, $15,000 is a fair amount to award the Class Representatives for their Herculean efforts on behalf of the Class Members. Not one person disagrees. Hearing no objection, we ask the Court to award the full amount.

V. CONCLUSION

Plaintiffs respectfully ask the Court to finally approve the Settlement, overrule the objections with the orders submitted herewith, and approve the Service Awards.

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[12] In the event this Court overrules the objection, and she appeals, plaintiffs will request an appeal bond. *See, e.g., Miletak v. Allstate Ins. Co.*, No. C 06-03778 JW, 2012 U.S. Dist. LEXIS 125426 (N.D. Cal. Aug. 27, 2012) (ordering objector to post $60,000 bond for appellate and administrative costs to service class during appeal).

[13] Doe submitted a Claim Form and will receive his *pro rata* share of the Settlement if it is approved. Kleemann's request for more money fails to raise a valid objection for the same reason as Doe's. *See* Jensen, Ex. 1. Class believes she got her money's worth from her 3-day TU seminar, so she does not raise any deficiency in the Settlement, as opposed to disagreement with the lawsuit itself. *Id.*, Ex. 2.

DATED: March 23, 2017

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CERTIFICATE OF SERVICE

I hereby certify that on March 23, 2017, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the attached Electronic Mail Notice List, and I hereby certify that I caused to be mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on March 23, 2017.

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