ESTTA Tracking number: **ESTTA580001**
Filing date: **01/04/2014**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92054855
Party	Plaintiff Hybrid Promotions, LLC
Correspondence Address	CHRISTA D PEREZ FRIEDMAN STROFFE GERARD PC 19800 MACARTHUR BLVD , SUITE 1100 IRVINE, CA 92612 UNITED STATES cperez@fsglawyers.com
Submission	Motion to Reopen
Filer's Name	Christa D. Perez
Filer's e-mail	cperez@fsglawyers.com
Signature	/christa d perez/
Date	01/04/2014
Attachments	Motion to Reopen Hybrid.pdf(510207 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

HYBRID PROMOTIONS, LLC, Petitioner, v. FASHION EXCHANGE, LLC Respondent	Cancellation No. 92054855 PETITIONER'S MOTION TO REOPEN TESTIMONY PERIOD

PETITIONER'S MOTION TO REOPEN TESTIMONY PERIOD

Petitioner, Hybrid Promotions, LLC (hereinafter "Petitioner") by and through its attorneys, Friedman, Stroffe & Gerard, P.C., hereby requests that the Board reopen the testimony period in above-captioned Petition to Cancel proceeding ("Petition") and that the remaining trial dates be reset.

BACKGROUND

1. Petitioner filed its Petition for Cancellation on November 23, 2011. Respondent, Fashion Exchange, LLC (hereinafter "Respondent"), by and through its attorney, Law Office of Morris Fateha PC, filed an Answer on February 8, 2012.

2. Petitioner and Respondent each propounded discovery requests to the other, and responded, in part, to such discovery requests in October, 2012 and November, 2012, respectively.

3. Petitioner's counsel and Respondent's counsel met and conferred via telephone on December 3, 2012 regarding the discovery responses and discussed the need for supplemental responses to discovery requests. Counsel also discussed settling the matter and the parties entering into a co-existence agreement.

4. Respondent made two separate motions to extend discovery on December 11, 2012 and February 16, 2013, both of which were granted. In each motion, Respondent indicated that the parties were discussing supplemental discovery responses and that settlement discussions were ongoing, including entering into a co-existence agreement.

5. On February 19, 2013, the undersigned advised Respondent's counsel that Petitioner would require a confidentiality agreement prior to disclosing certain of Petitioner's sales information, and reminding Respondent that Petitioner had not yet received its response to supplemental discovery requests sent on November 29, 2012. A copy of the undersigned's February 19, 2013 letter is attached hereto as Exhibit A.

6. On April 21, 2013, Respondent's counsel provided a signed protective order to the undersigned.

7. On August 18, 2013, the counsel to the parties again discussed settlement and the terms of a co-existence agreement. On August 19, 2013, the undersigned sent to Respondent's counsel a draft co-existence agreement for review and comment, a copy of which is attached hereto as Exhibit B. On August 27, 2013, the undersigned forwarded Petitioner's sales information to Respondent's counsel as requested in order to finalize the co-existence agreement between the parties.

8. The undersigned follow up with Respondent's counsel regarding the status of the co-existence agreement. Upon receiving the order to show cause from the Board dated December 4, 2013, the undersigned sent Respondent's counsel an email on December 12, 2013 (a copy of which is attached hereto as Exhibit C) again inquiring about the status of the co-existence agreement and alerting counsel to the deadline for a response to the Board.

9. On December 13, 2013, Respondent's counsel sent the undersigned an email, a copy of which is attached hereto as Exhibit D, indicating that Respondent no longer wished to settle the matter, was demanding exorbitant royalty payments from Petitioner, and threatening a lawsuit against Petitioner.

ARGUMENT

1. Petitioner failed to file a brief in connection with the Petition and the Board issued an order to show cause why the Board should not treat this failure as a concession of the Petition. Petition responded to the Board's order confirming that Petitioner has not lost interest in the Petition and requesting that the Board grant Petitioner's motion reopen the testimony period.

2. Where the time for taking required action, as originally set or as previously reset, has expired, a party desiring to take the required action must file a motion to reopen the time for taking that action. Pursuant to Fed. R. Civ. P. 6(b)(1)(B), Petitioner must show that its failure to act during the time previously allotted therefor was the result of excusable neglect. Accordingly, Petitioner intends to show that its failure to submit evidence and/or testimony during the testimony period and subsequently filing a brief was the result of excusable neglect.

3. According to the Supreme Court in Pioneer Investment Services Company v. Brunswick Associates Ltd. Partnership, 507 U.S. 380 (1993), adopted by the Board in Pumpkin Ltd. v. The Seed Corps, 43 USPQ2d 1582 (TTAB 1997), the determination of the existence of excusable neglect must take into account all relevant circumstances surrounding the party's omission or delay, including (1) the danger of prejudice to the nonmovant, (2) the length of the delay and its potential impact on judicial proceedings, (3) the reason for the delay, including whether it was within the reasonable control of the movant, and (4) whether the movant acted in good faith.

4. In the present case, Petitioner was actively working toward settlement of this matter in good faith, and believed that Respondent was acting in a similar manner. For well over one year (since December, 2012), Petitioner and Respondent had been discussing settlement and working out a co-existence agreement. The parties engaged in discovery, counsel met and conferred via telephone on multiple occasions, Respondent had signed a protective order and Petitioner provided confidential sales information, all for the purpose of working out a co-existence arrangement. A draft co-existence agreement was provided to Respondent in August, 2013. Counsel to the parties had discussed a mutual desire to avoid the time and expense of a protracted legal action and that it was in both parties' best interests to settle. In good faith, Petitioner, perhaps naively, assumed that the parties would be able to finalize the co-existence arrangement and thus it was unnecessary expend the time and expense of preparing a brief in connection with the Petition. Only after the time for filing the brief had passed and the Board issued the order to show cause did Respondent object to the

proposed co-existence arrangement, make demand for royalties, and threaten a lawsuit against Petitioner.

5. Taking into account all relevant circumstances surrounding Petitioner's omission in offering evidence and/or testimony during the testimony period and subsequently filing a brief, Petitioner respectfully submits that there is no danger of prejudice to Respondent, who has indicated a willingness to commence further legal action against Petitioner in connection with use of the subject mark as evidenced in Respondent's email attached as Exhibit D. The facts and evidence that are relevant to an infringement case are exactly the same as are relevant in the Petition before the Board and thus there is no reason to believe that Respondent would be prejudiced in any way. Further, Respondent failed to raise the demands earlier in the settlement discussions which actually prejudiced Petitioner, essentially duping Petitioner into believing that that matter had essentially been resolved with just a few remaining details to work out.

6. Reopening the testimony period and resetting the parties' respective testimony and rebuttal periods will extend the length of the proceedings, however, the parties have already completed a substantial portion of discovery and thus it will not be necessary to reopen the discovery period for a long period of time. Further, reopening the testimony period will likely have little or no impact on the judicial proceedings, as the parties can simply complete supplemental discovery and move directly to pretrial disclosures. Petitioner notes that Respondent has previously requested several extensions of time and has therefor been responsible for extending the length of the proceedings as well with no objection by Petitioner.

7. As stated previously, the reason for the delay was Petitioner good faith belief that the parties had settled this matter and all that remained was the "paperwork." It would appear that Petitioner's trust in Respondent was misplaced. After preliminary discussions and engaging in discovery, Petitioner believed that the matter could be resolved amicably and thought it would be in both parties best interests to settle the matter rather than incur the time and expense of preparing and filing documents with the Board. In an abundance of caution, Petitioner did not dismiss the Petition, however, Petitioner fully expected the resolution of this matter to culminate in the signing of the co-existence agreement. While one could argue that reason for the delay in responding was within Petitioner's control, we respectfully submit that it was not within Petitioner's reasonable control because the reasonable person in Petitioner's position would have believed that the matter was nearly settled and that Respondent was acting in good faith.

8. Finally, Petitioner respectfully submits that at all times it has acted in good faith in this matter. It accommodated Respondent's requests for extensions of time, accepted late discovery responses, even acquiesced to Respondent's failure to respond to Petitioner's supplemental discovery requests, all in the belief that the parties were working towards and amicable resolution in which both parties could carry on with their respective businesses in peaceful co-existence. Petitioner naively believed that it was acting in both parties' best interests by saving the time and expense of preparing and filing further documents in connection with the Petition.

In conclusion, Petitioner respectfully submits that its failure to submit evidence and/or testimony during the testimony period and subsequently filing a brief in

connection with the Petition was the result of excusable neglect. Taking into account all relevant circumstances surrounding Petitioner's omission, Petitioner has shown that there is no danger of prejudice to Respondent and the delay will have little or no impact on the proceedings. Further, Petitioner has at all times acted in good faith, and was in fact misled by the Respondent whose actions act the true cause of the delay in the proceedings.

WHEREFORE, Petitioner respectfully requests that the Board grant Petitioner's motion to reopen the testimony period filed concurrently herewith and reset the parties' respective testimony and rebuttal periods.

Dated: January 3, 2014 Respectfully submitted,

FRIEDMAN STROFFE & GERARD, P.C.

By: _____

Christa D. Perez
Attorneys for Petitioner

Exhibit A

F|S|G
LAWYERS

Christa Perez
Direct dial: (949) 265-1110
cperez@fsglawyers.com

February 19, 2013

VIA FACSIMILE AND US MAIL

Morris Fateha, Esq.
2084 East 8th Street, 2nd Floor
Brooklyn, NY 11223

Re: HYBRID PROMOTIONS, LLC V FASHION EXCHANGE, LLC
UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD
Cancellation No. 92054855

Dear Mr. Fateha:

We received Fashion Exchange, LLC's supplement discovery requests. We note that all of the "supplemental" requests were part of the original discovery request and were answered by our client. To the extent specific answers or documents were not provided, we provided objections to same for the reasons set forth therein. Accordingly, we will not be formally responding to the same set of questions and requests again. As indicated in our email communication of February 14, 2013, we are willing to provide you with the sales data you have requested but we require that your client execute a confidentiality agreement prior to disclosure of same.

If you are amenable to such agreement, please forward a confidentiality agreement for our review and approval as soon as possible.

Please also note that we did not receive responses to our supplemental interrogatories that were delivered on or about November 29, 2012. Please advise as to when you will be providing those. I look forward to hearing from you.

Sincerely,

Christa Perez

Christa Perez

Exhibit B

Christa Perez

From:	Christa Perez
Sent:	Monday, August 19, 2013 8:14 PM
To:	'morrisfateha@aol.com'
Subject:	Co-Existence Agreement
Attachments:	DMSDB1_146393_1.DOC
Importance:	High

Hi Morris,

As discussed, attached is an initial draft of the Co-Existence Agreement between Hybrid Promotions, LLC and Fashion Exchange, LLC. We will need to add some further detail in certain provisions, but I think this draft essentially covers all of the terms we discussed. Please review the Agreement and let me know if you have any questions or comments.

I look forward to resolving this matter soon.

Regards,

Christa

Christa D. Perez
Partner
Friedman Stroffe & Gerard, P.C.
19800 MacArthur Blvd., Suite 1100
Irvine, CA 92612-2425
T: 949.265.1100
F: 949.265.1199
Direct Dial: 949.265.1116
E: Cperez@fsglawyers.com
Website: www.fsglawyers.com

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MUTUAL CO-EXISTENCE AGREEMENT

THIS MUTUAL CO-EXISTENCE AGREEMENT (this "Agreement") is entered into this ___ day of August, 2013 by and between HYBRID PROMOTIONS, LLC, a California limited liability company ("Hybrid") and FASHION EXCHANGE, LLC, a New York limited liability company ("Fashion Exchange"), with reference to the following facts:

WHEREAS, Hybrid is a manufacturer and distributor of apparel and related products;

WHEREAS, since at least as early as 1999, Hybrid adopted and has used the *HYBRID* mark to identify its apparel products;

WHEREAS, Hybrid's mark HYBRID is the subject of trademark Application Serial No. 85245387, for use on goods in Class 25, namely: Knit tops, namely, tank tops, t-shirts, sweatshirts, hooded sweatshirts (the "Hybrid Application");

WHEREAS, Fashion Exchange is also a manufacturer and distributor of apparel products;

WHEREAS, Fashion Exchange has used the *HYBRID & COMPANY* trademark in connection with certain apparel products since at least March, 2006;

WHERAS, Fashion Exchange's mark *HYBRID & COMPANY* is the subject of trademark Registration No. 3723220, for use on goods in Class 25, namely: Baby tops; Bathing suits; Body suits; Clothing, namely, wrap-arounds; Coats; Coats of denim; Crop tops; Denim jackets; Denims; Dress suits; Dresses; Dry suits; Fabric belts; Fabric sold as an integral component of finished clothing items, namely, men's, ladies' and childrens' outerwear in the nature of parkas, puffer jackets, coats, raincoats, wind resistant jackets, sweaters and footwear; Footwear; Gym suits; Halter tops; Hoods; Infant and toddler one piece clothing; Jackets; Jerseys; Jogging suits; Judo suits; Karate suits; Leather belts; Mantles; Mufflers; Muscle tops; One-piece play suits; Pants; Parts of clothing, namely, gussets for tights, gussets for stockings, gussets for bathing suits, gussets for underwear, gussets for leotards and gussets for footlets; Play suits; Rain suits; Rugby tops; Shifts; Shirts; Shirts for suits; Short sets; Shoulder wraps; Ski suits; Ski suits for competition; Skirt suits; Slacks; Snow boarding suits; Snow suits; Suit coats; Suits; Swaddling clothes; Sweat suits; Tank tops; Ties; Tops; Track suits; Tube tops; Vests; Wraps ("Fashion Exchange Registration");

WHEREAS, Hybrid filed a cancellation action (Cancellation No. 92054855) against the Fashion Exchange Registration on November 23, 2011, alleging, among other things, priority of use of the HYBRID mark;

WHEREAS, there is diversity with respect to the vast majority of the parties'

respective target consumers, and the parties have received no complaints of confusion and believe that there has been no actual confusion as a result of their concurrent use of the HYBRID mark over the past more than seven (7) years of concurrent use;

WHEREAS, Hybrid's and Fashion Exchange' use of the HYBRID mark is sufficiently dissimilar in sight, sound and appearance as to allow both of their products to be marketed under their respective versions of the HYBRID mark with minimal or no resulting confusion to prospective purchasers of either parties' goods or services;

WHEREAS, Hybrid's and Fashion Exchange' use of the HYBRID mark in connection their respective goods and services are marketed in sufficiently dissimilar ways as to allow both of their products and services to be marketed under the HYBRID mark with minimal or no resulting confusion to prospective purchasers of either parties' goods or services;

WHEREAS, the parties have determined that no likelihood of confusion to the public or to prospective purchasers of either party's products should arise by virtue of the continued concurrent use of the HYBRID mark in connection with their respective goods and services in accordance with this Agreement;

WHEREAS, the Parties desire to avoid any possible confusion to the public arising in the future by virtue of their concurrent use of the HYBRID mark by amicable agreement.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Fashion Exchange agrees not to use the term "HYBRID" alone, and Hybrid agrees not to use the term "HYBRID" followed by the ampersand (&) and any other word, and further agrees not to use the term "HYBRID" together with the term "Company." The parties agree that these marks can be distinguished from the HYBRID mark because of the inclusion of additional words in said marks, (b) there is little, if any, likelihood of confusion between these marks and Hybrid's marks or the university, and (c) it is not necessary for Emu Ridge to amend the description of goods for the HYBRID AUSTRALIA and HYBRID RIDGE applications or any future applications for these particular marks.

2. Subject to the terms and conditions set forth in this Agreement, Fashion Exchange shall consent to Hybrid's registration of its HYBRID mark in connection with the Hybrid Application and any future applications. Fashion Exchange also agrees to execute and file with the United States Patent and Trademark Office any and all documents which may be necessary or proper to effectuate the terms of this Agreement, including Hybrid's registration of the HYBRID mark.

3. Subject to the terms and conditions of this Agreement, the parties agree not to oppose any of each others' pending or future applications for the HYBRID mark, or to petition to cancel any resulting or existing registrations for the HYBRID mark, or otherwise object to or interfere with the use or registration of such marks, by litigation or otherwise, provided that (a) Fashion Exchange will not use the HYBRID mark or file any applications for use of the HYBRID mark on or in connection with any goods listed in the Hybrid Application, and (b) Hybrid will not use the HYBRID mark or file any applications for use of the HYBRID mark on or in connection with [denim].

4. Upon Fashion Exchange's execution of this Agreement, Hybrid agrees to withdraw without prejudice Cancellation No. 92054855.

5. Subject to the terms and conditions of this Agreement, the parties agree to reasonably cooperate, share information, evidence and, if necessary, testimony to give reasonable aid and assistance to each other in any good faith effort to police and enforce the HYBRID mark should third parties attempt to use or register such marks. This Agreement shall not obligate either party to commence litigation or contested proceedings that party does not wish to commence, nor shall it obligate either party to settle, resolve, or otherwise terminate litigation or contested proceedings in a manner it does not, in its own discretion, wish to settle, resolve, or otherwise terminate.

6. The parties will take all reasonable efforts to avoid any likelihood of confusion between their use of the HYBRID mark, including a commitment that Fashion Exchange will not intentionally target customers [in the mass market/big box distribution channel, including retailers such as WalMart, Kmart and Target], and Hybrid will not intentionally target customers in [describe Fashion Exchange distribution channel].

7. If either party becomes aware of an incident of actual confusion resulting from the use of the HYBRID mark, they will: (a) notify the other party of the incident within ten (10) business days; (b) work in good faith with the other party promptly to alleviate the specific incident of confusion; and (c) work in good faith with the other party promptly to ensure that similar incidents of confusion will not occur in the future.

8. If either party adopts a unique, distinctive, and stylized version of the HYBRID mark, the other party will not adopt or use a stylized version of the HYBRID mark that is substantially similar to the other's stylized HYBRID mark.

9. Fashion Exchange will not expressly or impliedly represent itself or its goods or services as being affiliated in any manner with Hybrid or as authorized, sponsored or endorsed by or otherwise connected with Hybrid.

10. Hybrid will not expressly or impliedly represent itself or its goods or services as being affiliated in any manner with Fashion Exchange or as authorized,

sponsored or endorsed by or otherwise connected with Fashion Exchange.

11. Any notice required or permitted pursuant to this Agreement shall be in writing, delivered by either hand delivery, the United States Postal Service, postage prepaid, by first class priority or overnight mail, any national overnight delivery service, via fax transmittal at the fax numbers as either Party may designate, or via e-mail at such e-mail address(es) as a party may designate. Any Notice shall be deemed received by the recipient party on the date of its actual receipt thereof. Notices shall be sent to the Parties:

For Fashion Exchange:

Fashion Exchange, LLC
Attn: Jack Saadia
214 West 39th Street, Room 401
New York, NY 10018
Phone: _____
Fax: _____

With copies to:

Morris Fateha, Esq.
Law Offices of Morris Fateha, P.C.
911 Avenue U
Brooklyn, NY 11223
Phone: (718) 627-4600
Fax: (718) 627-4601
morrisfateha@aol.com

For Hybrid:

Hybrid Promotions, LLC
Attn: Brad Shapiro
10711 Walker Street
Cypress, CA 90630
Phone: _____
Fax: _____

With copies to:

Bryan M. Friedman, Esq.
Friedman Stroffe & Gerard, P.C.
19800 MacArthur Boulevard

Suite 1100
Irvine, CA 92612-2425
Phone: (949) 265-1106
Fax: (949) 265-1199
bfriedman@fsglawyers.com

12. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and any successors of part or all of the business covering the subject matter of this Agreement.

13. This Agreement will be interpreted, enforced and governed by and under the laws of the state of California, without regard to principles of choice of law.

14. This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements or understandings, whether written or oral, between the Parties and/or their respective counsel. Any amendment or modification of this Agreement must be in writing and signed by duly authorized representatives of all the Parties.

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

HYBRID PROMOTIONS, LLC		**FASHION EXCHANGE, LLC**	
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Exhibit C

Christa Perez

From: Christa Perez
Sent: Tuesday, August 27, 2013 3:09 PM
To: 'morrisfateha@aol.com'
Subject: RE: Co-Existence Agreement
Attachments: Hybrid Apparel - Sales Information.xlsx

Hi Morris,

Just following up to confirm receipt and see if you had any suggested changes to the Co-Existence Agreement.

Also, attached is the sales information that is the subject of the protective order. As you can see, Hybrid largest customer is WalMart and the majority of sales are for men's/young men's/boys. You will also note that there is no denim.

I look forward to hearing from you soon and wrapping up this matter.

Regards,

Christa

Christa D. Perez
Partner
Friedman Stroffe & Gerard, P.C.
19800 MacArthur Blvd., Suite 1100
Irvine, CA 92612-2425
T: 949.265.1100
F: 949.265.1199
Direct Dial: 949.265.1116
E: Cperez@fsglawyers.com
Website: www.fsglawyers.com

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From: Christa Perez
Sent: Monday, August 19, 2013 8:14 PM
To: 'morrisfateha@aol.com'
Subject: Co-Existence Agreement
Importance: High

Hi Morris,

As discussed, attached is an initial draft of the Co-Existence Agreement between Hybrid Promotions, LLC and Fashion Exchange, LLC. We will need to add some further detail in certain provisions, but I think this draft essentially covers all of the terms we discussed. Please review the Agreement and let me know if you have any questions or comments.

I look forward to resolving this matter soon.

Exhibit D

Christa Perez

From: Christa Perez
Sent: Thursday, December 12, 2013 5:20 PM
To: 'morrisfateha@aol.com'
Subject: RE: Co-Existence Agreement
Attachments: DMSDB1_146393_1.DOC

Morris,

I am sure you received the notice from TTAB this week regarding progress on this matter. It has been several months since I provided you a draft of the Co-Existence Agreement and the sales information that you requested. We need to finalize this matter ASAP. I sincerely hope that you have not been intentionally unresponsive. I do not want to be in the position of advising the TTAB that your settlement negotiations were not in good faith.

Please advise when I can expect any comments from you. I have attached another copy of the draft agreement for your review. We must resolve this matter prior to the deadline imposed by the TTAB.

Thank you.

Christa

Christa D. Perez
Partner
Friedman Stroffe & Gerard, P.C.
19800 MacArthur Blvd., Suite 1100
Irvine, CA 92612-2425
T: 949.265.1100
F: 949.265.1199
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E: Cperez@fsglawyers.com
Website: www.fsglawyers.com

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From: Christa Perez
Sent: Tuesday, August 27, 2013 3:09 PM
To: 'morrisfateha@aol.com'
Subject: RE: Co-Existence Agreement

Hi Morris,

Just following up to confirm receipt and see if you had any suggested changes to the Co-Existence Agreement.

PROOF OF SERVICE

Hybrid Promotions, LLC v. Fashion Exchange, LLC
Petition to Cancel No.: 92054855

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 19800 MacArthur Boulevard, Suite 1100, Irvine, California 92612-1086.

On January 3, 2014, I served the foregoing document(s) described as follows:

PETITIONER'S MOTION TO REOPEN TESTIMONY PERIOD

on the interested parties in this action by placing **[x]** a true copy **[ ]** the original thereof enclosed in a sealed envelope and addressed as follows:

Counsel for Respondent
Law Offices of Morris Fateha, P.C.
911 Avenue U
Brooklyn, NY 11223

[x] (MAIL) I am readily familiar with Friedman Stroffe & Gerard's ordinary business practice of collection and processing correspondence for mailing. Under the practice it would be deposited with the U.S. Postal Service on the same day with postage thereof fully prepaid at Irvine, California in the ordinary course of business. I followed this business practice and I placed the envelope for collection and mailing on the date identified above. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

[x] (FEDERAL) I declare under the laws of the United States of America that I am employed in the office of a member of the Bar of this Court at whose direction the service was made and that the foregoing is true and correct.

Executed on January 3, 2014, at Irvine, California.

_____
Christa D. Perez