

ORIGINAL

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUN 29 2012

John A. Crane, Executive Officer/Clerk
BY Shaunya Wesley Deputy

9 Attorneys for Plaintiffs/Cross-Defendants
10 CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO
11 CONTINGENCY NON-APPEARANCE AND CANCELLATION POLICY NO.
12 B0638C091985

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

15 CERTAIN UNDERWRITERS AT
16 LLOYD'S OF LONDON SUBSCRIBING
17 TO CONTINGENCY NON-
18 APPEARANCE AND CANCELLATION
19 POLICY NO. B0638C091985,
20 Plaintiffs,

Case No.: BC462973
ASSIGNED FOR ALL PURPOSES TO: THE
HONORABLE MALCOLM MACKEY
DEPT.: 55

21 vs.
22 AEG LIVE LLC; THE MICHAEL
23 JACKSON COMPANY LLC and DOES 1-
24 75, inclusive,
25 Defendants.

PLAINTIFFS/CROSS-DEFENDANTS
CERTAIN UNDERWRITERS AT
LLOYD'S OF LONDON SUBSCRIBING
TO CONTINGENCY NON-APPEARANCE
POLICY NO. B0638C091985's NOTICE OF
MOTION AND MOTION FOR,
SUMMARY ADJUDICATION OF ISSUES
AS TO DEFENDANT AEG LIVE, LLC

26 THE MICHAEL JACKSON COMPANY
27 LLC,
28 Cross-Complaint

[Filed concurrently with Separate Statement of
Material Undisputed Facts ; Request for
Judicial Notice; Declaration of Paul K.
Schrieffler; and [Proposed] Order]

29 vs.
30 CERTAIN UNDERWRITERS AT
31 LLOYD'S OF LONDON; NORTH
32 AMERICAN CAPACITY INSURANCE
33 CO.; HOMELAND INSURANCE
34 COMPANY OF NEW YORK, and ROES
35 1 through 15, inclusive
36 Cross-Defendants.

Date: September 12, 2012
Time: 8:30 a.m.
Dept.: 55

TRIAL DATE: NONE
ACTION FILED: JUNE 29 2012

CIT/CASE: BC462973 LEA/DEF:
RECEIPT #: CCH465980098
DATE PAID: 06/29/12 03:51
PAYMENT: \$500.00
RECEIVED:
CHECK: 500.00
CASH:
CHARGE:

PLAINTIFFS/CROSS-DEFENDANTS CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON
SUBSCRIBING TO CONTINGENCY NON-APPEARANCE POLICY NO. B0638C091985'S NOTICE OF
MOTION AND MOTION FOR SUMMARY ADJUDICATION OF ISSUES AS TO DEFENDANT AEG
LIVE, LLC

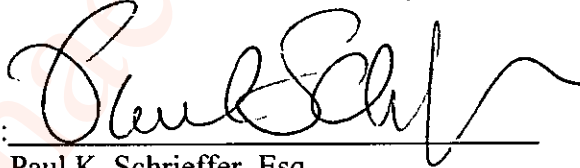
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1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on September 12, 2012 at 8:30 a.m. in Department 55 of
3 the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012,
4 Plaintiffs/Cross-Defendants CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON
5 SUBSCRIBING TO CONTINGENCY NON-APPEARANCE AND CANCELLATION
6 POLICY NO. B0638C091985 ("Underwriters" or "plaintiffs"), will, and hereby do, move for
7 summary adjudication of issues against AEG LIVE LLC ("AEG") pursuant to Code of Civil
8 Procedure §437c(f) as to the complaint's third cause of action for "declaratory relief – no duty
9 to indemnify" as Underwriters do not have a duty to indemnify AEG under the policy as a
10 matter of law because AEG has not suffered a compensable loss under the policy.

11
12 Date: June 29, 2012

P. K. SCHRIEFFER LLP.

13
14 By: 

15 Paul K. Schrieffer, Esq.

16 Rena M. Stone, Esq.

17 Wayne H. Hammack, Esq.

18 Attorneys for Plaintiffs/Cross-Defendants, CERTAIN
19 UNDERWRITERS AT LLOYD'S OF LONDON
20 SUBSCRIBING TO CONTINGENCY NON-
21 APPEARANCE AND CANCELLATION POLICY
22 NO. B0638C091985

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TABLE OF AUTHORITIES

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1 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR**
2 **SUMMARY ADJUDICATION OF ISSUES**

3 1. **INTRODUCTION AND BASIS OF MOTION**

4 This is a declaratory relief lawsuit filed by plaintiffs Certain Underwriters at Lloyd's,
5 London ("Underwriters" or "plaintiffs") arising from the death of Michael Jackson and the
6 ensuing cancellation of the "This Is It" concerts scheduled to take place in the O2 Arena in
7 London, England beginning in July of 2009. Defendant AEG Live, LLC ("AEG") is a named
8 assured under a first party contingency non-appearance and cancellation policy ("the policy")
9 issued by Underwriters in connection with the tour.

10 As more fully set forth below, on June 4, 2012, AEG served verified responses to
11 Underwriters' discovery, stating for the first time since this action was filed in June of last year
12 that it has no compensable loss that could be covered by the policy, and that it does not contend
13 it is entitled to coverage under the policy. This astounding admission follows ten months of
14 repeated delays by AEG and its counsel in responding to valid discovery served by
15 Underwriters. Indeed, as chronicled below, after receipt of Underwriters' interrogatories,
16 requests for admission and document demands in July of 2011, AEG requested, and was given,
17 multiple extensions to respond to discovery into November 2011 by Underwriters' counsel. As
18 the Court recalls, after Underwriters finally refused to grant AEG any additional extensions,
19 AEG filed a motion to stay discovery and trial pending the outcome of the *Katherine Jackson, et*
20 *al. v. AEG Live LLC, et al.* (L.A.S.C. case no. BC443397) wrongful death case. AEG's motion
21 was denied and AEG then filed a petition for writ of mandate, seeking an order from the Court
22 of Appeal reversing this court's order on AEG's stay motion. AEG's writ petition too was
23 denied by the Second District.

24 AEG also sought to limit Underwriters' access to its documents and responses to
25 discovery via a motion for protective order, which was referred by the court to court-appointed
26 discovery referee, Justice John Zebrowski (Ret.). Justice Zebrowski heard AEG's motion to
27

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1 limit Underwriters' discovery and, on April 2, 2012, denied the motion, affording AEG another
2 forty-five days to respond to Underwriters' discovery. The order stated in part:

3 [I]t appears most likely that at least some of the information compiled to respond to
4 Katherine Jackson's discovery requests would also provide responses to some of the
5 Underwriters' discovery requests. In fact, AEG itself, in its motion to stay, has argued
6 that the nature of the subject matter is overlapping ... [t]he date of the Declaration of
7 Stebbins [one of AEG's counsel] in which the claim of overburden appears is November
8 7, 2011. Hence, almost five months have passed since the date of this declaration [as of
9 Justice Zebrowski's April 2, 2012 report to this court].

10 Justice Zebrowski went on to state in his report that AEG's "motion process, the
11 proceedings in Court, and the start-up of this discovery reference proceeding has already
12 afforded AEG many additional months in which to clear its work logjam ... AEG's preparation
13 on issues arising out of the death of Michael Jackson should therefore be much advanced as
14 compared to last November."

15 Thus, after seeking to block Underwriters' valid discovery before this court, before the
16 Second District and before Justice Zebrowski, AEG was finally required to respond to
17 Underwriters' discovery on June 4, 2012, including responding to the fundamental question of
18 whether AEG contends it has sustained a covered loss under the policy. AEG responded that it
19 has not.

20 As more fully set forth below, AEG's responses to Underwriters' long-ago served
21 discovery include:

22 Do YOU contend that AEG Live LLC is entitled to coverage under policy no.
23 B0638C09185 . . . with respect to YOUR claim of loss with respect to the cancellation of
24 the CONCERTS?

25 AEG answered in part:

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1 No...

2 (AEG 's Response to Special Interrogatory Number 1; See Underwriters' Separate
3 Statement of Material Undisputed Material Facts (UMF 31)

4 Moreover, AEG's responses to Judicial Council Form Interrogatories, as well as to other special
5 interrogatories served by Underwriters, stated in part: "While AEG Live does contend that
6 AEG LIVE is covered by the Policy and that the Policy is valid, AEG Live no longer contends
7 that it has suffered a loss compensable by the Policy."

8 Part of AEG's document production following June 4, 2012 (on an allegedly "rolling"
9 basis), is an amendment to the initial tour agreement between AEG and the Michael Jackson
10 Company LLC (also a defendant in this case; the "First Amendment".) This document in
11 redacted form was filed as an exhibit in the Probate Court in case number BP11732, *The Estate*
12 *of Michael Joseph Jackson* by Special Administrators, John Baranca and John McClain, via
13 their *Ex Parte* Petition for Order authorizing special administrators to enter or cause wholly
14 owned entity to enter proposed business transaction with AEG Live, Inc.; "Exhibit B" to this
15 publically filed probate document is the redacted First Amendment Agreement, which is
16 referenced at UMF 12 in support of this motion. (Underwriters have requested that the Court
17 take judicial notice of this filing in the probate court and in particular of the "First Amendment"
18 within "Exhibit B" of that filing.)

19 Having now conceded that it has no loss under Underwriters' policy after years of delay
20 and obfuscation, AEG was asked by Underwriters via counsel to withdraw its claim. To date,
21 AEG has failed to do so. Underwriters therefore seek an adjudication from this court on the
22 complaint's third cause of action seeking declaratory relief regarding indemnity under the policy
23 (1) that it is undisputed that AEG has no right to indemnity under the policy; and (2) that
24 Underwriters are entitled to summary adjudication in their favor against AEG on the third cause
25 of action as a matter of law.

26 ////

27 ////

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STAVAGE

1 2. **UNDERWRITERS' MOTION IS PROPERLY BEFORE THE COURT**

2 Code of Civil Procedure § 437c(f)(1) provides that a party may move for
3 summary adjudication as to the merits of a cause of action or an affirmative defense. A
4 motion for summary adjudication may be brought concurrently with, or in the alternative
5 to, a motion for summary judgment. Cal. Rules of Court Rule 3.1350(b).

6 3. **FACTUAL BACKGROUND**

7 a. **The Policy And Its Underwriting**

8 Underwriters issued contingency non-appearance and cancellation policy no.
9 B0638C091985 to AEG to, *inter alia*, named assured AEG Live LLC ("AEG"), doing business
10 as Concerts West. Undisputed Material Fact No. 1.¹ The policy was written to provide
11 indemnity to AEG and/or the other named assured, Michael Jackson Company LLC, for their
12 Ascertained Net Loss and Additional Costs as set out in Insurance Clause 1.1, 1.2 and 3.1 of the
13 Policy. UMF 2.

14 The policy provides in pertinent part as follows:

15 1. INSURANCE CLAUSE

16 1.1 Subject always to the terms, conditions, limitations and exclusions
17 contained herein or endorsed hereon this Insurance is to indemnify [AEG
18 and/or Jackson LLC] for their Ascertained Net Loss should any Insured
19 Performance(s) or Event(s) specified in the Tour Schedule be necessarily
20 Cancelled, Abandoned, Postponed or Interrupted. [emphasis added.]

21 Provided that:

22 (1.1.1) the necessary Cancellation, Abandonment,
23 Postponement or Interruption is caused by a peril
24 described in 2.1 to 2.7 below and

25 (1.1.2) such peril beyond the control of

26 (i) [AEG and/or Jackson LLC] and

27 _____
28 ¹ All further references to the undisputed material facts will be to "UMF ____."

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(ii) [Michael Jackson];

(1.1.3) the circumstances giving rise to the loss first occurs during the Period of Insurance stated in the Schedule.

1.2 This Insurance also indemnifies the Assured for proven additional costs or charges reasonably and necessarily paid by the Assured to avoid or diminish a loss herein insured.

UMF 3.

The policy's coverage attached (subject to the terms, conditions, limitations and exclusions of the policy), with respect to certain "perils," i.e.:

Death 2.1 DEATH of any Insured Person.
Accident/ Illness 2.2 ACCIDENT to or ILLNESS of any Insured Person which, in the opinion of an independent medical practitioner approved by the Insurers, entirely prevents any Insured Person from appearing or continuing to appear in any or all of the Insured Performance(s) or Event(s).

UMF 4.

The policy's declaration page, under "interest," stated that the insurance "[was] to indemnify the Assured for their Ascertained Net Loss and Additional Costs as set out in Insurance Clauses 1.1, 1.2 and 3.1" of the policy's wording, and applied to the first thirty (30) concerts of Jackson' tour, taking place at the O2 Arena in London and commencing on July 13, 2009. UMF 5.

The policy at 3. DEFINITIONS 3.1, defines Ascertained net Loss in part as follows:

3.1 Ascertained Net Loss means such sums in excess of any deductible stated in the Schedule as represent:

(3.1.1) that part of the Expenses which have been irrevocably expended in connection with the Insured Performance(s) or Event(s), less such part of the Gross Revenue received or receivable less any saving the Assured is able to effect to mitigate such loss...

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EXHIBIT

1 UMF 6.

2 **b. Jackson's Death, The Tender Under The Policy And Underwriters'**
3 **Investigation**

4 Michael Jackson died at age 50 on June 25, 2009 in his Holmby Hills home.

5 UMF 7. In the weeks and months before his death, Jackson had been rehearsing the "This Is It"
6 tour, which was scheduled to begin on July 13, 2009 at the O2 Arena in London, England and
7 continue through March 2010. As noted, AEG, the tour's promoter was a named assured under
8 the contingency non-appearance and cancellation policy issued by Underwriters to insure the
9 first thirty (30) "This Is It" concerts. UMF 1.

10 On November 20, 2009, months after AEG had first given notice of the claim in July
11 2009, AEG's counsel attorney Howard Weitzman wrote to counsel for Underwriters and for the
12 domestic carriers on the policy, One Beacon and North American Capacity, and provided a copy
13 of Jackson's official death certificate, which Weitzman claimed:

14 ... establishes that Mr. Jackson's death was a covered peril under paragraph 2.1 of the
15 cancellation policy and occurred within the Period of Insurance. Given that Mr.
16 Jackson's death certificate establishes AEG's entitlement to full indemnity under the
17 policy, we request that liability be admitted and agreed within thirty days of this letter.
18 UMF 8.

19 On December 3, 2009, Underwriters responded to Mr. Weitzman's letter and, *inter alia*,
20 asked for information necessary to allow Underwriters to evaluate AEG's claim, including, for
21 example, Jackson's medical records, the L.A. County Coroner's report, autopsy results, blood
22 tests, documents relating to Dr. Conrad Murray and Jackson's drug use, etc. UMF 9.
23 Underwriters also asked AEG to submit a signed and sworn proof of claim "to substantiate the
24 'occurrence, nature, cause and amount of loss claimed under this insurance' as required under
25 the policy." UMF 10.
26

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07/25/12

1 Underwriters' discovery requests. In fact, AEG itself, in its motion to stay, has argued
2 that the nature of the subject matter is overlapping ... [t]he date of the Declaration of
3 Stebbins [one of AEG's counsel] in which the claim of overburden appears is November
4 7, 2011. Hence, almost five months have passed since the date of this declaration [as of
5 Justice Zebrowski's April 2, 2012 report to this court]. UMF 27.

6 Justice Zebrowski's report, adopted by the Court, also noted that AEG's "motion process, the
7 proceedings in Court, and the start-up of this discovery reference proceeding has already
8 afforded AEG many additional months in which to clear its work logjam. . . AEG's preparation
9 on issues arising out of the death of Michael Jackson should therefore be much advanced as
10 compared to last November." UMF 28.

11 On June 4, 2012, nearly one year after Underwriters served their discovery requests on
12 AEG, AEG served its verified responses. UMF 29. Those responses establish, as a matter of
13 law, that AEG is not entitled to coverage under the policy at issue in this litigation.

14 **b. AEG Concedes That It Has No Cognizable Claim For Coverage Under The**
15 **Policy**

16 AEG's discovery responses conclusively establish that it has no cognizable claim for
17 benefits under the policy and that Underwriters accordingly have no duty to indemnify AEG. In
18 AEG's responses to Underwriters' first set of form interrogatories, AEG provided, *inter alia*, the
19 following response:

20 **FORM INTERROGATORY NO. 8.1:**

21 Do you attribute any loss of income or earning capacity to the incident?

22 **RESPONSE TO FORM INTERROGATORY NO. 8.1:**

23 AEG LIVE incorporates each of its General Objections as though fully set forth in
24 response to this Form Interrogatory. . . [¶] Subject to and without waiving its
25 objections, AEG LIVE responds as follows: While AEG LIVE does contend that AEG
26 LIVE is covered by the Policy and that the Policy is valid, AEG LIVE no longer
27 contends that it has suffered a loss compensable by the Policy. At the time AEG LIVE

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2/28/2010

1 tendered the claim under the Policy, AEG LIVE had suffered losses in excess of thirty
2 million dollars in connection with the cancellation of the "This Is It" Tour. The majority
3 of these losses were production costs advanced to Michael Jackson and to The Michael
4 Jackson Company, AEG LIVE's co-assured under the Policy. These losses now lie
5 solely with The Michael Jackson Company, AEG LIVE's co-assured, and no longer with
6 AEG LIVE. [Emphasis added.] UMF 30.

7 Similarly, AEG stated in response to Underwriters' special interrogatory no. 1:

8 **SPECIAL INTERROGATORY NO. 1:**

9 Do YOU contend that AEG Live LLC is entitled to coverage under policy no.
10 B0638C091985, issued to AEG Live LLC by UNDERWRITERS and effective from
11 April 24, 2009 to January 19, 2010, with respect to YOUR claim of loss with respect to
12 the cancellation of the CONCERTS? ...

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

14 AEG LIVE has yet to complete its discovery, investigation, and preparation for trial...
15 AEG LIVE incorporates each of its General Objections as though fully set forth in
16 response to this Interrogatory. . [¶]. . . AEG LIVE responds as follows: No. While
17 AEG LIVE does contend that AEG LIVE is covered by the Policy and that the Policy is
18 valid, AEG LIVE no longer contends it has suffered a loss compensable by the Policy.
19 ... [Emphasis added.] UMF 31.

20 AEG provided a similar response to special interrogatory no. 2, which asks for all facts
21 upon which AEG bases any claim that it is entitled to coverage under the policy. UMF 32.

22 Similarly, in response to Underwriters' request for admission no. 142, AEG stated:

23 **REQUEST FOR ADMISSION NO. 142:**

24 Admit that to date, YOU have not provided information to UNDERWRITERS
25 substantiating YOUR total quantum of losses sustained which YOU maintain are
26 covered under the policy.
27

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1 Corporation, 201 Cal.App.4th 139, 148 (2011) [Where insured not threatened with a loss by the
2 lawsuits, suits did not trigger insurer's duty to defend.] The insuring agreement in the policy
3 before this Court requires Underwriters to indemnify AEG with respect to its "ascertained net
4 loss" as defined in the policy. Here, and as AEG concedes, AEG has incurred no such loss.
5 Underwriters accordingly do not have a duty to indemnify AEG² under the policy as a matter of
6 law, and are entitled to summary adjudication on the complaint's third cause of action as a
7 matter of law.

8 **c. Notwithstanding Its Admission Of No Compensable Claim Under The**
9 **Policy, AEG Has Not Responded To Underwriters' Demand That It**
10 **Withdraw Its Claim Under The Policy**

11 On June 12, 2012, after reviewing AEG's discovery responses, Underwriters
12 demanded that AEG withdraw its claim under the policy by no later than June 19, 2012. UMF
13 39. In the demand letter, Underwriters noted what appear to be many misstatements regarding
14 AEG's claimed entitlement to benefits under the policy, including statements made to this Court
15 and the appellate court,³ despite its apparent knowledge that no such benefits were in fact owed
16 to it. To date, despite its multiple acknowledgements that it has not suffered a loss under the
17 policy, AEG has not agreed to withdraw its claim. UMF 40. Underwriters accordingly ask that
18 this court grant summary adjudication on the complaint's third cause of action as Underwriters
19 have no duty to indemnify as a matter of law.

20 **5. CONCLUSION**

21 Given AEG's admissions, Underwriters are entitled to a declaration that they have no
22 duty to indemnify AEG under Contingency Non-Appearance and Cancellation Policy No.

23 // // //

24
25 ² In essence, without a loss to AEG, there is nothing for Underwriters to indemnify.

26 ³ For example, in AEG's petition for writ of mandate filed with the Court of Appeal on January 30, 2012,
27 AEG stated that "Insurers, by seeking to litigate this case now, attempt to force AEG Live to make an impossible
28 choice: abandon its claim under the policy now – and lose \$17.5 million in proceeds to which it is legally
entitled..." [Emphasis added.] UMF 42.

1 B0638C091985, and to the entry of summary adjudication in Underwriters' favor and against
2 AEG on the complaint's third cause of action for "declaratory relief – duty to indemnify."
3

4 Respectfully submitted,

5 Date: June 29, 2012

6 P. K. SCHRIEFFER LLP

7
8
9 By: 

10 Paul K. Schrieffer, Esq.
11 Rena M. Stone, Esq.
12 Wayne H. Hammack, Esq.
13 Attorneys for Plaintiffs/Cross-Defendants, CERTAIN
14 UNDERWRITERS AT LLOYD'S OF LONDON
15 SUBSCRIBING TO CONTINGENCY NON-
16 APPEARANCE AND CANCELLATION POLICY
17 NO. B0638C091985
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1 **PROOF OF SERVICE**

2 Assigned for all purposes to Hon. Malcolm H. Mackey, Dept. 55 Los Angeles Superior Court, Central District, 111
3 No. Hill St., Los Angeles, CA 90012; Phone# (213) 974-5683

4 **Certain Underwriters v. AEG Live LLC, et al., Case No.: BC462973**

5 I am employed in the county of Los Angeles, State of California. I am over the age of eighteen
6 years and not a party to the within entitled action; my business address is 100 N. Barranca Avenue, Suite
7 1100, West Covina, California 91791.

8 On **June 29, 2012** I served the foregoing document(s) described as **PLAINTIFFS/CROSS-**
9 **DEFENDANTS CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON**
10 **SUBSCRIBING TO CONTINGENCY NON-APPEARANCE POLICY NO.**
11 **B0638C091985's NOTICE OF MOTION AND MOTION FOR, SUMMARY**
12 **ADJUDICATION OF ISSUES AS TO DEFENDANT AEG LIVE, LLC** placing the true
13 copies thereof enclosed in sealed envelopes addressed as follows:

10 Howard Weitzman
11 Patricia A. Millett
12 Kinsella Weitzman Iser Kump & Aldisert LLP
13 808 Wilshire Blvd., 3rd Floor
14 Santa Monica, CA 90401
15 Tel: (310) 566-9800
16 Fax: (310) 566-9850

Attorneys for Defendants, The Michael Jackson
Company LLC and third party The Estate of
Michael Jackson

15 Marvin Putnam, Esq.
16 Jessica L. Stebbins, Esq.
17 O'Melveny & Myers LLP
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19 Los Angeles, CA 90067
20 Tel: (310) 553-6700
21 Fax: (310) 246-6779

Attorneys for Defendant, AEG Live LLC

20 Marc J. Shrake
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25 Facsimile: 213-622-7594

Attorneys for Defendants/Cross-Complainants,
NORTH AMERICAN CAPACITY
INSURANCE COMPANY and HOMELAND
INSURANCE COMPANY OF NEW YORK

25 () **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing
26 correspondence and processing correspondence for mailing. Under that practice it would be
27 deposited with the U.S. postal service on that same day with postage thereon fully prepaid at
28 West Covina, California in the ordinary course of business.

27 **(XX) BY PERSONAL SERVICE:** I delivered such envelope(s) by hand to the office(s) of the
28 addressee(s) noted above.

() **BY FEDERAL EXPRESS:** I caused said envelope(s) to be sent by Federal Express to

5/27/12

1 the address(s) noted above.

2 () BY FACSIMILE: I caused said document(s) to be transmitted by facsimile during

3 () BY ELECTRONIC EMAIL: Based on a court or an agreement of the parties to accept service by
4 e-mail or electronic transmission, I caused the documents to be sent to the persons at the email
5 addresses listed in the service list below. I did not receive, within a reasonable time after the
6 transmission, any electronic message or other indication that the transmission was unsuccessful
7 during normal business hours of 8:00 a.m. to 5:00 p.m. to the addressee(s) noted above.

8 Executed on **June 29, 2012** at West Covina, California.

9 (XX) STATE I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct.



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12 R&R Messenger
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