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11 DOT CONNECT AFRICA TRUST

12 **UNITED STATES DISTRICT COURT**

13 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

14 DOTCONNECT AFRICA TRUST

15 Plaintiff,

16 v.

17 INTERNET CORPORATION FOR  
18 ASSIGNED NAMES AND  
19 NUMBERS, a California corporation;  
20 ZA Central Registry, a South African  
21 non-profit company; DOES 1 through  
22 50, inclusive,

23 Defendants.

Case No. 2:16-cv-00862-RGK (JCx)

Honorable R. Gary Klausner

**JOINT RULE 26(f) REPORT**

Hearing: June 6, 2016

Time: 9:00 AM

Courtroom: 850

Report Due: May 30, 2016

1 Pursuant to Rule 26(f) of the Federal Rules of Civil Procedure (“FRCP”),  
2 Local Rule (“L.R.”) 26-1, and this Court’s Order dated March 18, 2016, plaintiff  
3 DotConnectAfrica Trust (“DCA”) and defendants the Internet Corporation for  
4 Assigned Names and Numbers (“ICANN”) and ZA Central Registry (“ZACR”)  
5 (collectively, the “Parties”) submit this Joint Rule 26(f) Report.

6 The Parties make the following representations and recommendations:

7 **A. Statement of the Case**

8 *Plaintiff’s Statement of the Case*

9 DCA was formed for the purpose of applying to the Internet Corporation for  
10 Assigned Names and Numbers (“ICANN”) for the right to operate the generic top-  
11 level domain (“gTLD”) .Africa. DCA spent years and countless resources aimed at  
12 achieving that goal. In consideration of ICANN’s promises to abide by its own  
13 Bylaws, Articles of Incorporation and the rules and procedures set forth in the gTLD  
14 Applicant’s Guidebook, and in conformity with the laws of fair competition, DCA  
15 paid ICANN the mandatory application fee of \$185,000.00. At each stage of the  
16 .Africa application process, DCA worked diligently to follow the rules and  
17 procedures promulgated by ICANN.

18 Despite the detailed rules that ICANN put in place to ensure that rights to new  
19 gTLDs are awarded transparently through fair competition among applicants,  
20 ICANN used its authority and oversight over the process to ensure that a different  
21 applicant, Defendant ZA Central Registry (“ZACR”), would obtain the rights to  
22 .Africa despite ZACR’s defective application. As a result, ICANN and ZACR  
23 deprived DCA of the right to compete for .Africa in accordance with the rules  
24 ICANN has established for the new gTLD program, in breach of ICANN’s Articles  
25 of Incorporation and Bylaws.

26 As a means to challenge ICANN’s actions, DCA sought review of ICANN’s  
27 application process through ICANN’s own Independent Review Process (“IRP”).  
28 After extensive arbitration, the IRP Panel found that ICANN violated its own rules

1 with respect to DCA's application, and consequently, directed ICANN to refrain  
2 from delegating .Africa and permit DCA's application to proceed through the  
3 remainder of the new gTLD application process. Although the IRP Panel established  
4 the binding nature of its Declaration, ICANN failed to act in accordance with the  
5 IRP Panel's decision, forcing DCA to restart its ICANN application, and proceeding  
6 with every intention to delegate the .Africa gTLD to ZACR.

7 As a result, DCA filed this action. DCA has alleged and will prove that  
8 ICANN breached its contract with DCA when ICANN failed to adjudicate DCA's  
9 application in accordance with ICANN's Bylaws, Articles of Incorporation and the  
10 rules set forth in the gTLD Applicant's Guidebook. DCA has alleged and will prove  
11 that ICANN made intentional and negligent misrepresentations about the gLTD  
12 application adjudication process to DCA. DCA has alleged and will prove that  
13 ICANN knowingly approved ZACR's fraudulent application, and therefore  
14 Defendants engaged in unfair competition and unfair business practices. DCA has  
15 alleged and will prove that ZACR intentionally interfered with DCA's contract with  
16 ICANN.

17 Because ICANN failed to follow the binding IRP ruling, DCA was forced to  
18 file this action. DCA seeks injunctive and declaratory relief related to the IRP  
19 Declaration's findings. DCA seeks an order from this Court declaring that the IRP  
20 Declaration is binding on ICANN. DCA seeks an injunction from this Court (1)  
21 requiring ICANN to abide by the IRP ruling and place DCA's application at the  
22 proper place in the evaluation process, and (2) directing ICANN to refrain from  
23 delegating the rights to .Africa until DCA's application has been fully processed.  
24 DCA seeks an order from this Court declaring that the registry agreement between  
25 ZACR and ICANN is null and void and that ZACR's application does not meet  
26 ICANN standards. Finally, DCA seeks an order from this Court declaring that the  
27 covenant not to sue in ICANN's Guidebook is unenforceable, unconscionable,  
28 procured by fraud and/or void as a matter of law and public policy.

1            ICANN's Statement of the Case

2            ICANN is tasked with coordinating portions of the Internet's domain name  
3 system ("DNS"), which permits Internet users to find websites and to communicate  
4 within the global Internet. ICANN also evaluates potential "generic top-level  
5 domain" ("gTLD") operators and recommends that TLDs be added to the DNS. A  
6 TLD is the portion of a domain name to the right of the last dot, such as .COM, .NET  
7 and .ORG. Throughout its history, ICANN has sought to expand the number of  
8 accessible gTLDs in the DNS in order to promote consumer choice and competition.  
9 To that end, in 2012, ICANN launched the "New gTLD Program," which resulted  
10 in 1,930 applications for new gTLDs, including Plaintiff's application for the  
11 .AFRICA gTLD and another application for the .AFRICA gTLD submitted by  
12 defendant ZACR.

13            In connection with the New gTLD Program, ICANN published the gTLD  
14 Applicant Guidebook ("Guidebook"), which sets forth all of the requirements and  
15 criteria by which new gTLD applications are evaluated. Module 6 of the Guidebook  
16 sets forth the terms and conditions for the New gTLD Program that all applicants,  
17 including Plaintiff, acknowledged and accepted by submitting a gTLD application.  
18 Among those terms is the Covenant Not to Sue barring all claims and lawsuits  
19 against ICANN or its Affiliated Parties (as defined in Guidebook Module 6) arising  
20 out of ICANN's or those Affiliated Parties' evaluation of any new gTLD application.

21            When Plaintiff submitted its application to ICANN to operate the generic top-  
22 level domain ("gTLD") .AFRICA ("Application") in 2012, Plaintiff knew there was  
23 a risk that the gTLD would not be delegated to Plaintiff, in particular because: (i) the  
24 explicit terms of the Guidebook indicate that ICANN reserves the right to determine  
25 not to proceed with any new gTLD application; and (ii) because Plaintiff applied to  
26 operate a gTLD that constituted a geographic region, which requires that Plaintiff  
27 demonstrate that its Application had the support or non-objection of 60% of the  
28 governments of Africa.

1           Nevertheless, when Plaintiff submitted its Application, Plaintiff did not have  
2 the requisite support or non-objection of 60% of African governments. The African  
3 Union Commission (“AUC”) which had previously submitted a letter in support of  
4 Plaintiff’s Application, withdrew its earlier letter. Despite this withdrawal of the  
5 earlier letter denouncing any support for Plaintiff, Plaintiff preceded to submit that  
6 withdrawn letter to ICANN with its Application. Moreover, Plaintiff still has not  
7 been able to garner the required support even over the last four years while the  
8 Application has been pending.

9           While the Covenant Not to Sue, which Plaintiff agreed to in submitting the  
10 Application, bars any and all claims relating to the Application, an applicant that is  
11 dissatisfied with the manner in which ICANN evaluated its application is not left  
12 without recourse. ICANN’s Bylaws expressly allow an aggrieved applicant to file  
13 a “request for independent review” (an “IRP”) which asks independent panelists to  
14 evaluate whether an action of ICANN’s Board was consistent with ICANN’s  
15 Articles of Incorporation and Bylaws.

16           Here, Plaintiff took advantage of this accountability mechanism. Although  
17 both sides submitted evidence on a wide variety of issues, the IRP Panel issued a  
18 Declaration in Plaintiff’s favor on a single issue related to ICANN’s decision to stop  
19 processing Plaintiff’s Application as a result of “consensus advice” that ICANN’s  
20 Governmental Advisory Committee had issued with respect to Plaintiff’s  
21 Application. The IRP Panel recommended that ICANN resume processing  
22 Plaintiff’s Application from the point where ICANN had stopped processing the  
23 Application, thereby giving Plaintiff the opportunity to try to gather the support or  
24 non-objection of 60% of the governments of Africa, an opportunity Plaintiff did not  
25 previously have.

26           Days after the IRP Panel issued its Declaration, ICANN’s Board adopted the  
27 IRP Panel’s recommendations in full. As a result, ICANN resumed the processing  
28 of Plaintiff’s Application at the Geographic Names Panel review stage. ICANN

1 gave Plaintiff several more months to present evidence that 60% of the governments  
2 of Africa supported the Application. In the end, despite the additional extensions of  
3 time to do so, Plaintiff did not submit proper evidence of that support or non-  
4 objection. Instead, Plaintiff told ICANN that it would continue to rely exclusively  
5 on the “support” it submitted with its Application—support that had been expressly  
6 withdrawn (or that never existed in the first place).

7 In sum, ICANN fully complied with its obligations under the Guidebook, its  
8 Bylaws and its Articles of Incorporation. ICANN also fully complied with the IRP  
9 Panel’s Declaration. This lawsuit is simply Plaintiff’s strategic attempt to hold up  
10 the delegation of .AFRICA for operation by Plaintiff’s competitor ZACR.

11 Every cause of action in Plaintiff’s First Amended Complaint (“FAC”)  
12 directly relates to Plaintiff’s Application and is thus barred by the Covenant Not to  
13 Sue. Independent of the Covenant Not to Sue, many of Plaintiff’s claims are  
14 otherwise defective. In particular, Plaintiff alleges that ICANN breached its contract  
15 with Plaintiff. However, the actual terms of that contract expressly permit ICANN  
16 to do exactly what Plaintiff alleges to be the breach.

17 *ZACR’s Statement of the Case*

18 ZACR is a South African non-profit company with its principal place of  
19 business in Midrand, South Africa. ZACR was originally formed in 1988 under the  
20 name UniForum S.A. for the purpose of promoting open standards and systems in  
21 computer hardware and software. In 1995, the company was assigned the  
22 administration rights for the South African domain name, “co.za.” Today ZACR  
23 has registered over 1 million co.za domain name registrations – or about 95% of the  
24 total registrations for “.za.” Due to its well-known reputation for independence and  
25 neutrality, as well as technical competence and operational excellence, ZACR is the  
26 single largest domain name registry on the African continent.

27 After ICANN launched the “New gTLD Program” in January 2012, ZACR  
28 filed an application for the .Africa gTLD. Both ZACR and DCA submitted their

1 respective applications for the .Africa gTLD in Spring/Summer 2012. ZACR also  
2 applied for, and subsequently obtained, the .CapeTown, .Joburg and .Durban gTLDs  
3 at the same time. These names have subsequently been launched to the Internet  
4 public. The ICANN selection criteria made clear that because the .Africa gTLD  
5 represented the name of a geographic region, an applicant would need to provide  
6 documentation showing support from at least 60% of the governments in the region.

7 ZACR submitted its application to ICANN with the full support of the African  
8 Union member states via the African Union. Specifically, the AUC, which serves  
9 as the Secretariat of the African Union, provided a letter supporting ZACR's  
10 application. The only nonmember, Morocco, separately provided a letter supporting  
11 ZACR's application.

12 Importantly, ZACR received the support of the African Union only after the  
13 AUC publicized an Expression of Interest ("EOI") process and a Request for  
14 Proposal ("RFP") in 2011. This was an open bid process. In anticipation of the new  
15 gTLD program, the AUC decided to hold an RFP to support a single, qualified  
16 applicant for the African Union. The AUC was specifically mandated by member  
17 states to set up structures and modalities for the implementation of the .Africa gTLD.  
18 ZACR is informed that DCA chose not to participate in the RFP. Ultimately, ZACR  
19 prevailed in the RFP process, and received the support of the AUC in its application  
20 for the .Africa gTLD.

21 Every cause of action alleged against ZACR in Plaintiff's FAC is defective  
22 for failure to state a claim. ZACR has not engaged in any conspiracy with ICANN  
23 or the AUC to strip DCA of the .Africa gTLD. Rather, ZACR competed fairly,  
24 abided by the ICANN Guidebook and legitimately entered into a Registry  
25 Agreement with ICANN.

26 **B. Statement of Subject Matter Jurisdiction.**

27 This Court has diversity jurisdiction over the subject matter of this action  
28 pursuant to 28 U.S.C. §1332(a). The Parties are non-profit entities with principal

1 places of business in Nairobi, Kenya; Los Angeles, California; and Midrand, South  
2 Africa, respectively.

3 Plaintiff alleges that the amount in controversy is at least \$8,491,928.75, thus  
4 exceeding the \$75,000 jurisdiction threshold.

5 Defendants disagree with this allegation regarding the amount in controversy.

6 **C. Statement of Legal Issues.**

7 The Parties anticipate the following legal issues will be presented in this  
8 action:

- 9 • whether ICANN breached its agreement with DCA to review  
10 DCA's .Africa Application in accordance with ICANN's Articles  
11 of Incorporation, Bylaws and the Applicant Guidebook;
- 12 • whether ICANN intentionally or negligently misrepresented its  
13 agreement with DCA to review DCA's .Africa Application in  
14 accordance with its Articles of Incorporation, Bylaws and the  
15 Applicant Guidebook, inducing DCA to act in reliance on these  
16 representations;
- 17 • whether ICANN and ZACR participated in anticompetitive and  
18 unfair business practices by not proceeding with DCA's  
19 Application for .Africa;
- 20 • whether ZACR tortiously interfered with DCA's contract with  
21 ICANN;
- 22 • whether ICANN knowingly encouraged and approved ZACR's  
23 application for the .Africa gTLD, which Plaintiff alleges was  
24 fraudulent;
- 25 • whether ICANN followed the IRP Declaration "recommend[ing]  
26 that ICANN continue to refrain from delegating the .Africa gTLD  
27 and permit DCA Trust's application to proceed through the  
28 remainder of the new gTLD application process;"



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- whether Plaintiff fails to state a claim upon which relief may be granted against ICANN and/or ZACR;
- whether Plaintiff is barred from asserting the FAC, and each and every claim for relief against ICANN, by the release and covenant not to sue contained in Module 6 of the Guidebook;
- whether Plaintiff is barred from asserting the FAC by the doctrines of unclean hands, laches, waiver, and/or estoppel;
- whether the FAC is barred in whole or in part because Plaintiff failed to make reasonable efforts to mitigate Plaintiff’s purported injury or damage;
- whether Plaintiff’s equitable and injunctive relief claims are barred because Plaintiff has available remedies at law;
- whether the FAC is barred because ICANN’s actions, as alleged in the FAC, were undertaken in good faith, with the absence of malicious intent, and were the result of lawful conduct carried out in furtherance of ICANN’s public mission, Articles of Incorporation, and Bylaws;
- whether Plaintiff’s claims are barred in whole or in part, or alternatively Plaintiff’s recovery should be reduced, because the alleged damages, if any, are speculative;
- whether Plaintiff’s claims are barred in whole or in part by the competition privilege; and
- whether Plaintiff’s claims are barred in whole or in part under *Noerr-Pennington* and any related doctrines.

**D. Statement of Parties and Non-Parties.**

Plaintiff DCA is a non-profit organization established under the laws of the Republic of Mauritius, with its principal place of business in Nairobi, Kenya.

Defendant ICANN is a not-for-profit public benefit corporation established

1 under the laws of the State of California, with its principal place of business in Los  
2 Angeles County, California.

3 Defendant ZACR is a non-profit corporation established under the laws of  
4 South Africa with its principal place of business in Midrand, South Africa.

5 Plaintiff and Defendants do not anticipate the appearance of additional parties.

6 **E. Statement of Damages.**

7 DCA contends that ICANN is liable for compensatory, general, and punitive  
8 damages according to proof at trial, but not less than \$8,491,928.75 plus recoverable  
9 attorney's fees, costs, and interest. The damages include the amounts of monies lost  
10 as a proximate result of ICANN's breach of contract, intentional and negligent  
11 misrepresentation, fraud, and unfair competition.

12 ICANN and ZACR contend that they are not liable to DCA for any amount.

13 **F. Statement of Insurance.**

14 No insurance applies to DCA's claims.

15 No insurance applies to ICANN's defenses.

16 No insurance applies to ZACR's defenses.

17 **G. Statement of Motions.**

18 Defendants ICANN and ZACR each plan to file a motion for summary  
19 judgment; Plaintiff expects to file a motion for partial summary judgment; ICANN  
20 has filed a notice of appeal regarding the preliminary injunction ruling; Defendant  
21 ZACR has filed a motion to dismiss the first amended complaint and a motion to  
22 reconsider and vacate the preliminary injunction ruling; the Parties may also file  
23 discovery motions.

24 **H. Statement of Manual for Complex Litigation.**

25 The Parties do not deem the case sufficiently complex to warrant use of the  
26 manual.

27 **I. Statement of Status of Discovery.**

28 Discovery is underway in this case.

1            Plaintiff's Discovery

2            DCA has propounded requests for production of documents on Defendant  
3 ICANN and a Rule 30(b)(6) notice. ICANN's response to DCA's requests for  
4 production is due thirty days after the Parties meet and confer.

5            Defendants' Discovery

6            ICANN and ZACR each intend to serve requests for admissions, requests for  
7 documents, and interrogatories on Plaintiff.

8            **J. Discovery Plan.**

9            The Parties agree that normal limitations on discovery tools and subject matter  
10 under the Federal and Local Rules are appropriate. The parties anticipate that  
11 discovery will be needed relating to the subjects outlined in section C. The parties  
12 will enter into an agreed upon Protective Order.

13            Plaintiff's Anticipated Discovery

14            DCA intends to serve requests for admissions, requests for documents, and  
15 interrogatories on Defendants. In addition, DCA intends to depose:

- 16            • Ms. Heather Dryden, Chair of ICANN's Government Advisory  
17            Committee;
- 18            • Mr. Cherine Chalaby, a member of the Board of Directors of ICANN and  
19            member of the Subcommittee on Ethics and Conflicts of ICANN's Board  
20            of Governance Committee;
- 21            • Mr. Mark McFadden, a staffer at InterConnect Communications ("ICC");
- 22            • Ms. Trang Nguyen, Director of gTLD Operations at ICANN;
- 23            • Ms. Cheri Bolen, an employee at ICANN.

24            Defendants' Anticipated Discovery

25            ICANN and ZACR each intend to serve requests for admissions, requests for  
26 documents, and interrogatories on Plaintiff. ICANN and ZACR also intend to  
27 depose Plaintiff's founder and executive director, Sophia Bekele Eshete.

28            ///

1           **K. Proposed Discovery Cut-Off.**

2           The parties have met-and-conferred regarding the proposed schedule for the  
3 litigation and have been unable to reach agreement. Plaintiff’s proposed schedule is  
4 approximately three months faster than defendants’ proposed schedule. The parties  
5 intend to address the proposed schedule with the Court at the Rule 26 Conference.

6           Plaintiff proposes December 20, 2016 as the cut-off for fact discovery.

7           ICANN and ZACR propose March 20, 2017 as the cut-off for fact discovery.

8           **L. Proposed Expert Discovery.**

9           Plaintiff proposes October 25, 2016, as the deadline for the identification of  
10 expert witnesses, with a discovery cutoff of December 20, 2017 for any expert  
11 discovery.

12           ICANN and ZACR propose January 23, 2017 as the deadline for the  
13 identification of expert witnesses, with a discovery cutoff of March 20, 2017 for  
14 any expert discovery.

15           **M. Statement Regarding Dispositive Motions.**

16           Plaintiff proposes December 13, 2016 as the deadline to file dispositive  
17 motions.

18           ICANN and ZACR propose March 13, 2017 as the deadline to file dispositive  
19 motions.

20           **N. Statement Regarding Settlement.**

21           The Parties are open to mediation.

22           **O. Trial Estimate.**

23           Plaintiff estimates that it will take approximately 10 – 12 days to try this case.  
24 ICANN and ZACR estimate that the trial will require 6-8 days.

25           **P. Trial Counsel.**

26           Ethan J. Brown and Sara C. Colón of Brown, Neri & Smith, LLP for Plaintiff  
27 DCA.

28           Jeffrey A. LeVee, Kate Wallace, Rachel T. Gezerseh and Charlotte

1 Wasserstein of Jones Day for Defendant ICANN.

2 David W. Kesselman and Amy T. Brantly of Kesselman Brantly Stockinger  
3 LLP for Defendant ZACR.

4 **Q. Independent Expert or Master.**

5 The Parties do not believe that an Independent Expert or Master is appropriate.

6 **R. Timetable.**

7 Attached hereto as **Exhibit A** is a timetable that includes both Plaintiff's and  
8 Defendants' proposed schedules of pretrial and trial dates.

9 **S. Other Issues.**

10 The Parties are not currently aware of any other issues affecting this action.

11 **T. Patent Cases.**

12 Not applicable.

13 **U. Magistrate Judge Presiding Preference.**

14 The Parties do not consent to a magistrate judge presiding over this matter.

15

16 Dated: May 26, 2016

Respectfully submitted,  
**BROWN NERI SMITH & KHAN, LLP**

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18 By: s/ Ethan J. Brown  
Ethan J. Brown

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Attorneys for Plaintiff  
DOTCONNECTAFRICA TRUST

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23 Dated: May 26, 2016

**JONES DAY**

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By: s/ Jeffrey A. LeVee  
Jeffrey A. LeVee

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Attorneys for Defendant  
INTERNET CORPORATION FOR  
ASSIGNED NAMES AND  
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Dated: May 26, 2016

**KESSELMAN BRANTLY  
STOCKINGER LLP**

By: s/ David Kesselman  
David Kesselman

Attorneys for Defendant  
ZA CENTRAL REGISTRY

**EXHIBIT A****SCHEDULE OF PRETRIAL AND TRIAL DATES FOR CIVIL CASES**

CASE NAME: *DotConnectAfrica Trust v. Internet Corp. For Assigned Names & Numbers, et al.*

CASE NO: 2:16-cv-00862-RGK (JCx)

Matter	Weeks Before Trial	Plaintiff Requests	Defendants' Request
Last Day to File Motions to Add Parties and Amend Pleadings	Scheduling Conference Date plus sixty (60) days	08/06/16	08/06/16
Last Day to Serve Initial Expert Reports	19	10/25/16	1/23/17
Last Day to Serve Rebuttal Expert Reports	15	11/22/16	2/20/17
Last Day to File Motions (Except <i>Daubert</i> and all other Motions in Limine)	12	12/13/16	3/13/17
Last Day to Conduct Settlement Proceedings	12	12/13/16	3/13/17
Last Day to File <i>Daubert</i> Motions	Expert Discovery Cut-Off Date plus seven (7) days	12/13/16	3/13/17
Fact Discovery Cut-Off	11	12/20/16	3/20/17
Expert Discovery Cut-Off	11	12/20/16	3/20/17
Last Day to File Motions in Limine	45 days	01/20/17	4/20/17
Last Day for Plaintiff to Serve Proposed Jury Instructions	35 days	01/31/17	05/01/17
Last Day for Defendants to Serve Objections to Proposed Jury Instructions	28 days	02/07/17	05/08/17
Last Day to File Oppositions to Motions in Limine	25 days	02/10/17	05/11/17
Last Day to File Memoranda of Contentions of Fact of Law, Joint Separate Statement of Undisputed Facts, Joint Witness List,	Final Pre-Trial Conference Date less twenty-one (21) days	02/10/17	05/11/17

1	and Joint Exhibit List			
2	Last Day for Plaintiff to Serve Objections to Defendant's Proposed Jury Instructions	21 days	02/14/17	05/15/17
3				
4	Last Day to File Joint Jury Instructions	16 days	01/23/17	05/18/17
5	Last Day for Counsel to Meet to Stipulate	10 days	02/17/17	05/25/17
6	Last Day to File Narrative Statements of Expert Witness Qualifications and Testimony	Final Pre-Trial Conference Date less five (5) days	01/23/17	05/25/17
7				
8	Last Day to File Reply Documents to Motions in Limine	10 days	02/24/17	05/25/15
9				
10	Last Day to Submit Proposed Voir Dire	Final Pre-Trial Conference Date less seven (7) days	02/24/17	05/25/17
11				
12	Final Pre-Trial Conference <b>(Friday at 1:30 p.m.)</b>	2	03/03/17	06/02/17
13				
14	Exhibit Conference <b>(Friday at 3:30 p.m.)</b>	Friday Before Trial	03/03/17	06/02/17
15				
16	Last Day to File Proposed Findings of Fact and Conclusions of Law (if court trial)	1	03/06/17	06/05/17
17				
18	Trial: Jury <b>(Tuesday at 9:00 a.m.)</b>	June 6, 2017 9:00 a.m.	03/07/17	06/06/17
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**ATTORNEY ATTESTATION**

I hereby attest that the concurrence in the filing of this document has been obtained from the signatory indicated by a “conformed” signature (/s/) within this e-filed document.

Dated: May 26, 2016

/s/ Ethan J. Brown

Ethan J. Brown

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**CERTIFICATE OF SERVICE**

I, Ethan J. Brown, hereby declare under penalty of perjury as follows:

I am a partner at the law firm of Brown Neri Smith & Khan, LLP, with offices at 11766 Wilshire Blvd., Los Angeles, California 90025. On May 26, 2016, I caused the foregoing **JOINT RULE 26(f) REPORT** to be electronically filed with the Clerk of the Court using the CM/ECF system which sent notification of such filing to counsel of record.

Executed on May 26, 2016

/s/ Ethan J. Brown