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6 **Attorneys for Plaintiff, ASIS Internet Services**

7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 **ASIS INTERNET SERVICES, a California**
corporation,

11
12 **Plaintiff,**
vs.

13 **OPTIN GLOBAL, INC., a Delaware**
14 **Corporation, also dba Vision Media Limited**
15 **Corp., USA Lenders Network, USA Lenders,**
and USA Debt Consolidation Service; et al.,

16 **Defendants.**
17

Case No. C-05-5124 JCS

SUPPLEMENTAL CASE MANAGEMENT STATEMENT

DATE: February 2, 2007

TIME: 1:30 p.m.

CTRM: A, 15TH FLOOR, SAN FRANCISCO

18 Pursuant to Civil L.R. 16-14(d), the parties to the above-entitled action certify that they
19 met and conferred prior to the subsequent case management conference scheduled in this
20 case and jointly submit this Supplemental Case Statement and Proposed Order and request
21 the Court to adopt it as a Supplemental Case Management Order in this case.

22 **DESCRIPTION OF SUBSEQUENT CASE DEVELOPMENTS**

23 The following progress or changes have occurred since the last case management
24 statement filed by the parties:

25 1. Plaintiff has entered into settlement agreements and dismissed many Defendants
26 herein classed as "Mortgage Brokers" under the Complaint.

27 2. Defendant LEADS LIMITED failed to respond to the Second Amended
28 Complaint, its default was granted by the Clerk of the Court and Plaintiff has submitted an

1 Application for Default Judgment against Leads Limited, Inc. (Docket #155).

2 Defendant Quicken contends the Application seeks an award of damages, and Quicken
 3 Loans contends that non-defaulting defendants should be dismissed with prejudice based on
 4 the authorities cited by Plaintiff in its Application at paragraph 6. In re Uranium Antitrust
 5 Litigation, 617 F.2d 1248, 1261 (7th Cir. 1980) (where, as here, joint and several liability is
 6 alleged (see Application at paragraph 6), plaintiff “may not split its claim and proceed to
 7 damages against the defaulters and then proceed to a separate damages award against the
 8 answering defendants. . However, should [plaintiff] elect to dismiss its claims against the
 9 answering defendants, with prejudice, the liability of each defendant would be absolved and
 10 [plaintiff] could proceed to a determination as to the defaulters immediately.”) Quicken Loans
 11 also contends that judgment on liability should not be entered against defaulting defendants to
 12 the extent plaintiff alleges liability is joint.

13 Plaintiff disagrees with this analysis, but will look again at the authorities. If it appears
 14 that entry of a Default Judgment should await final adjudication, Plaintiff will withdraw its
 15 Application for Entry of a Default Judgment.

16 3. Plaintiff, ASIS INTERNET SERVICES, and the remaining Defendants in this
 17 action, OPTIN GLOBAL, INC. (VISION MEDIA, PEONIE CHEN and RICK YANG);
 18 STATESIDE MORTGAGE and BRUCE LERNER; QUICKEN LOANS, INC.; and
 19 AZOOGLEADS.COM, INC., have exchanged initial disclosures. The parties have exchanged
 20 written discovery requests as follows:

21 <u>PLAINTIFF'S REQUESTS TO:</u>	<u>RESPONSES RECEIVED:</u>
22 STATESIDE	12/18/06
23 OPTIN GLOBAL	12/12/06
24 QUICKEN	1/8/07
	Request for Production, Set Two, served 1/23/07
26 AZOOGLE	Interrogatories, Request for Production of Documents, 27 Request for Admissions (Set One) Served 1/23/07

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DEFENDANTS' REQUESTS TO PLAINTIFF: RESPONSES SERVED:

QUICKEN 12/12/06 –Interrogatories, Request for Production

QUICKEN 1/23/07-Request for Admissions

AZOOGL E Responses Due 2/20/07--Interrogatories, Requests for Production

Defendant Quicken has also noticed the deposition of Plaintiff, (upon a date agreeable to Plaintiff) although an agreement has not been reached by all parties as to whether the deposition should proceed on this date.

Defendant AZOOGLE has not agreed to produce its witnesses in California, but has agreed to allow the depositions of Ryan McVey and any organizational deponent to be conducted via video teleconference. The attorneys for all parties are located in California.

Counsel for Plaintiff and for Defendant Quicken, (James Snell), have been meeting and conferring to resolve discovery requests that each have made. The discussions appear productive, and it is anticipated Plaintiff and Defendant Quicken will have these matters resolved shortly.

Defendant Azoogle objects to the noticed date for the deposition of Plaintiff's organizational representative, since Azoogle will not receive Plaintiff's discovery responses until almost two weeks later, and since Azoogle has not been informed of any conflict that would prevent a later deposition. Counsel for Plaintiff and for Azoogle also have been meeting and conferring to resolve issues relating to Plaintiff's supplemental disclosures. While the discussions have been somewhat productive, it is not clear whether all issues will be resolved without intervention of the Court.

Plaintiff respectfully requests the Court set an informal discovery conference to obtain some direction from the Court on any of the above issues the parties are unable to resolve.

SINGLETON LAW GROUP

Dated: January 25, 2007

/s/ Jason K. Singleton
Jason K. Singleton,
Richard E. Grabowski, Attorneys for Plaintiff,
ASIS INTERNET SERVICES

