UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BRITTANY MUNOZ and GEORGIA CLEARY,

Plaintiffs,

-against-

PHOTOBUCKET CORPORATION, et al.

Defendants.

No. 13-CIV-898 (JGK)

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS MYSPACE, LLC AND SPECIFIC MEDIA, LLC'S MOTION FOR JUDGMENT ON THE PLEADINGS OR, ALTERNATIVELY, TO DISMISS

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Defendants Myspace, LLC and Specific Media, LLC (collectively, "Myspace")[1] respectfully submit this Memorandum of Law in Support of their Motion for Judgment on the Pleadings or, alternatively, to Dismiss plaintiffs' Complaint.

INTRODUCTION

Plaintiff Brittany Munoz's ("Munoz") situation, while unfortunate, does not entitle her or her mother, plaintiff Georgia Cleary ("Cleary"), to maintain an action against Myspace. The Communications Decency Act ("CDA"), 47 U.S.C. § 230, bars any cause of action that seeks to hold an interactive-computer-service provider liable for content published by a third-party user, just as in this case. Ms. Munoz published explicit photos of herself on a photo-sharing website when she was a youth, and other youths republished those photos on her Myspace page and elsewhere. Because plaintiffs' tort-based claims seek to impose on Myspace the exact type of liability that the CDA forbids, Myspace is entitled to judgment.

Further, even if plaintiffs' action were not barred by federal law, it would still be barred by Florida's four year statute of limitations, made applicable through New York's borrowing statute. Plaintiffs assert that their cause of action arose "on or prior to November 10, 2007" when the explicit photos were published "to the world at large." Plaintiffs had until November 10, 2011 to bring this suit, and Ms. Munoz's age in 2007 did not toll the limitations period under Florida law. Well-settled case law confirms that plaintiffs cannot escape this restriction to take advantage of a more favorable tolling statute in this jurisdiction. Nor do they or can they state a colorable claim. Thus, this action cannot proceed under any circumstances.

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[1] Defendants named "Myspace," "Myspace, Inc.," "Myspace, Corp.," "Specific Media Group," and "Specific Media Group, Ltd." are not legal entities, and thus, the action must be dismissed as against them for that reason. *See Stevens v. City of New York*, 10-cv-5455 (PGG), 2011 WL 3251501, at *5, n.5 (S.D.N.Y. July 22, 2011) ("Defendant Department of Corrections is not a legal entity and the action must be dismissed against it for that reason.").

FACTUAL ALLEGATIONS

Plaintiffs Munoz and Cleary are Florida residents. (Compl. ¶¶ 8, 12.) They allege that, in summer 2007, when Ms. Munoz was a minor, she posted "highly private, explicit and personal video recordings to her webpage on Photobucket.com," a photo-sharing website. (*Id*. ¶ 86.) Ms. Munoz also had an account on Myspace.com, a social networking website owned by Specific Media. (*Id*. ¶ 104.) Plaintiffs, on information and belief, posit that Photobucket.com was linked to Ms. Munoz's Myspace account. (*Id.* ¶ 104.)

According to plaintiffs, on or before November 10, 2007, defendants Philip Dayton and Nia Buffalino ("Individual Defendants") accessed those photos, and an alleged flaw in Myspace's website allowed those photos to be shared with individuals Ms. Munoz knows, those in her community and the entire world. (*Id*. ¶¶ 93, 104-105.)

In their 24 count Complaint, plaintiffs brings seven causes of action against Myspace: negligence (Count 9), product liability-negligent design (Count 10), product liability-manufacturing/assembly defect (Count 11), product liability-failure to warn (Count 12), product liability-breach of implied warranty (Count 13), gross negligence (Count 24), and negligent infliction of emotional distress (Count 25). (*Id*. ¶¶ 193-250, 318-327.) None of those causes of action state a colorable claim.

ARGUMENT

A motion for judgment on the pleadings pursuant to Federal Rule of Civil Procedure 12(c) is analyzed under the same standard applicable to a motion to dismiss for failure to state a claim under Rule 12(b)(6). *Bank of New York v. First Millennium, Inc.*, 607 F.3d 905, 922 (2d Cir. 2010). To survive either motion, "a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face" and allow the court "to

draw the reasonable inference that the defendant is liable for the misconduct alleged." *Ashcroft v. Iqbal*, 129 S. Ct. 1937, 1949 (2009) (internal quotation marks omitted); *accord Bank of New York*, 607 F.3d at 922.

Where an affirmative defense is apparent from the face of the complaint, it is appropriately raised in a motion to dismiss or motion for judgment on the pleadings. *Staehr v. Hartford Fin. Services Group, Inc.*, 547 F.3d 406, 425 (2d Cir. 2008) ("A defendant may raise an affirmative defense in a pre-answer Rule 12(b)(6) motion if the defense appears on the face of the complaint."). If the complaint's allegations cannot overcome the defense, the court must rule in the defendant's favor. *See, e.g., Cantor Fitzgerald Inc. v. Lutnick*, 313 F.3d 704, 710 (2d Cir. 2002) (affirming dismissal of tort claim barred under Nevada or California statute of limitations made applicable under New York borrowing statute); *Gibson v. Craigslist, Inc.*, No. 08 Civ. 7735 (RMB), 2009 WL 1704355, at *2 (S.D.N.Y. June 15, 2009) (dismissing complaint because plaintiff's affirmative defense under 47 U.S.C. § 230 appeared on the face of the complaint). Alternatively, the court must grant the defendant's motion if "it appears beyond doubt that the [plaintiff] can prove no set of facts in support of his claim which would entitle him to relief." *Williams v. Infra Commerc Anstalt*, 131 F. Supp. 2d 451, 454 (S.D.N.Y. 2001).

Because the face of the Complaint confirms that all of plaintiffs' claims are barred by federal law and the Florida statute of limitations, defendants are entitled to judgment as a matter of law. Alternatively, plaintiffs' claims must be dismissed because they have not alleged any facts demonstrating that they are entitled to relief.

I. Plaintiffs' Claims Are Barred By The Communications Decency Act.

Plaintiffs' claims against Myspace, which are based on Myspace's alleged republication of material Ms. Munoz posted online that was allegedly republished by third-parties, are barred

by the CDA. "Section 230(c) [of the CDA] immunizes internet service providers from defamation and other, non-intellectual property, state law claims arising from third-party content." *Murawski v. Pataki*, 514 F. Supp. 2d 577, 591 (S.D.N.Y. 2007) (citing 47 U.S.C. § 230). Under this section, "[n]o provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider," 47 U.S.C. § 230(c)(1), and "[n]o cause of action may be brought and no liability may be imposed under any State or local law that is inconsistent with [§ 230]." *Id*. § 230(e)(3).

"Courts across the country have repeatedly held that the CDA's grant of immunity should be construed broadly." *Atl. Recording Corp. v. Project Playlist, Inc.*, 603 F. Supp. 2d 690, 699 (S.D.N.Y. 2009) (collecting cases). With that framework in mind, courts find a defendant immune from suit if three factors are present: (1) the defendant is a provider of an interactive computer service; (2) the postings at issue are information provided by another information content provider; and (3) plaintiff's claims seek to treat the defendant as a publisher or speaker of third party content. *Gibson*, 2009 WL 1704355 at *3. Myspace undeniably satisfies this test here.

First, there is no dispute that Myspace provides an interactive computer service. An "interactive computer service" is defined as:

> [A]ny information service, system, or access software provider that provides or enables computer access by multiple users to a computer server, including specifically a service or system that provides access to the Internet and such systems operated or services offered by libraries or educational institutions.

47 U.S.C. § 230(f)(2). "Courts generally conclude that a website falls within this definition." *Ascentive, LLC v. Opinion Corp.*, 842 F. Supp. 2d 450, 473 (E.D.N.Y. 2011) (collecting cases from the First, Fourth, and Ninth Circuits); *accord Seldon v. Magedson*, 11 CIV. 6218 (PAC),

2012 WL 4475274, at *16 (S.D.N.Y. July 10, 2012) ("A website, such as ripoffreport.com, is considered to be an 'interactive computer service' that falls within the potential scope of section 230 immunity."). They have also specifically found that CDA immunity extends to Myspace and similar social networking websites. *See, e.g., Doe v. Myspace, Inc.*, 528 F.3d 413, 415 (5th Cir. 2008) ("Online social networking is the practice of using a Web site or other interactive computer service to expand one's business or social network."); *Fraley v. Facebook, Inc.*, 830 F. Supp. 2d 785, 801–802 (N.D.Cal.2011) ("Facebook meets the definition of an interactive computer service under the CDA."). Moreover, plaintiffs effectively admit that Myspace is an interactive computer service as they concede that it operates a "social networking," "world-wide-web based, service providing Internet website." (Compl. ¶ 102.)

Second, the published material at issue was not created or provided by Myspace. Rather, plaintiffs admit that Ms. Munoz was responsible for creating and publishing the explicit photos and that the Individual Defendants – *i.e.*, Philip Dayton and Nia Buffalino – were allegedly responsible for republishing it. (Compl. ¶¶ 86, 93, 104-105.) Plaintiffs do not claim or even suggest that Myspace played any role whatsoever in creating or authoring the photos. *See Gibson*, 2009 WL 1704355 at *4 (S.D.N.Y. June 15, 2009) (second prong was satisfied where "the Amended Complaint acknowledges that an 'unknown individual,' not the Defendant, placed the advertisement . . . on the Craigslist website"); *Ascentive*, 842 F. Supp. 2d at 474 (interactive computer service provider immune as "Classic does not claim or even imply that PissedConsumer creates or authors the negative postings on its website").

Third, regardless of how they are characterized, plaintiffs' claims seek to treat Myspace as a publisher or speaker of third party content. *Doe v. Myspace, Inc.* is instructive on this point. In *Myspace, Inc.*, a mother and minor daughter brought negligence and gross negligence claims

against Myspace for allegedly failing to implement safety measures to prevent minors from using its web-based social network. *See* 528 F.3d at 418. Citing to numerous cases, the Court of Appeals held that the plaintiffs' action was barred by section 230, notwithstanding the plaintiffs' attempt to portray their claims as falling outside the scope of the CDA. *Id.* at 420. The court unmasked the plaintiffs' claims as "merely another way of claiming that Myspace was liable for publishing the communications and they speak to Myspace's role as a publisher of online third-party-generated content." *Id.* It further reasoned:

> Parties complaining that they were harmed by a Web site's publication of user-generated content have recourse; they may sue the third-party user who generated the content, but not the interactive computer service that enabled them to publish the content online.

Id. at 419. The ruling in *MySpace* is consistent with rulings in other Circuits[2] as well as decisions within this District.[3]

In the instant case, the Complaint makes abundantly clear that plaintiffs' claims are no different than the claims asserted in *Myspace*. Plaintiffs raise common law tort claims in an

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[2] *See, e.g., Johnson v. Arden*, 614 F.3d 785 (8th Cir. 2010) (holding internet service provider was immune pursuant to the CDA from state tort claims); *Chicago Lawyers' Comm. for Civil Rights Under Law, Inc. v. Craigslist, Inc.*, 519 F.3d 666, 668 (7th Cir. 2008) (holding claims were barred by CDA); *Universal Commc'n Sys., Inc. v. Lycos, Inc.*, 478 F.3d 413, 420 (1st Cir. 2007) (holding state law claims were barred as it was apparent plaintiffs sought to treat service provider as "publisher" under section 230); *Green v. Am. Online (AOL)*, 318 F.3d 465 (3d Cir. 2003) (holding internet service provider was statutorily immune from liability in tort, for its alleged negligent failure to properly police its network); *Batzel v. Smith*, 333 F.3d 1018 1032-33 (9th Cir. 2003) (holding that even if operator of internet services could have reasonably concluded that the information was sent for internet publication, he was immunized from liability for the defamatory speech as a "provider or user of interactive computer services" under the CDA); *Ben Ezra, Weinstein & Co. v. America Online, Inc.*, 206 F.3d 980, 986 (10th Cir. 2000) (holding negligence claim barred by CDA); *Zeran v. Am. Online, Inc.*, 129 F.3d 327, 330 (4th Cir. 1997) (CDA barred claims against defendant ISP that allegedly delayed in removing defamatory messages posted by unidentified third party, refused to post retractions of those messages, and failed to screen for similar postings thereafter).

[3] *See, e.g., Seldon v. Magedson*, 2012 WL 4475274, at *16 (dismissing tort claim as barred by CDA); *Coppage v. U-Haul Int'l, Inc.*, 10-civ-8313 (RMB), 2011 WL 519227, at *2 (S.D.N.Y. Feb. 15, 2011) (dismissing negligence and other claims against provider of website Movinghelp.com because all three factors were satisfied); *Gibson*, 2009 WL 1704355, at *3 (dismissing complaint asserting Craigslist breached duty of care by allegedly failing to prevent the sale of a handgun arising out of a handgun sales ad posted on its site subsequently used to shoot the plaintiff); *Murawski*, 514 F. Supp. 2d at 591 (holding Ask.com provider was immune from defamation for third-party posts on its website).

attempt to hold Myspace liable for failing to implement measures that would have allegedly prevented the Individual Defendants from republishing Ms. Munoz's explicit photos. (Compl. ¶¶ 102-109.) Just as in *Myspace, Inc.*, plaintiffs' claims "speak to Myspace's role as a publisher of online third-party generated content." 528 F.3d at 420. Therefore, Myspace is entitled to judgment as a matter of law. *See Zeran*, 129 F.3d at 330 (negligence claim barred by CDA); *Gibson,* 2009 WL 1704355, at *3 (dismissing complaint asserting Craigslist breached duty of care by allegedly failing to prevent harm ensuing from ad posted on its site); *Prickett v. InfoUSA, Inc.*, 561 F. Supp. 2d 646 (E.D.Tex. 2006) (CDA immunity for negligence and intentional infliction of emotional distress claims); *Doe II v. MySpace Inc.*, 96 Cal. Rptr. 3d 148 (2009) (Cal. Ct. App. 2009) (CDA immunized claims for negligence, gross negligence and product liability against Myspace).

II. Even Absent CDA Preemption, Plaintiffs' Claims Are Time-Barred.

Even if this action were not barred by federal law, plaintiffs' claims would still be barred by Florida's statutes of limitations, which are made applicable through New York's borrowing statute. Therefore, this Court should enter judgment in favor of Myspace.

"[A] court ordinarily must apply the choice-of-law rules of the State in which it sits." *Piper Aircraft Co. v. Reyno*, 454 U.S. 235, 248 n. 8 (1981). "When a nonresident sues in New York's courts on a cause of action accruing outside the state, [its] borrowing statute (CPLR 202) requires that the cause of action be timely under the limitation periods of both New York and the jurisdiction where the claim arose." *Kat House Prods., LLC v. Paul, Hastings, Janofsky & Walker, LLP*, 71 A.D.3d 580, 580, 897 N.Y.S.2d 90, 91 (1st Dep't 2010) (holding tort claim accruing in California was time barred under its one year statute of limitations). The borrowing

statute "guards against forum shopping by out-of-state plaintiffs …." *In re Coudert Bros. LLP*, 673 F.3d 180, 190 (2d Cir. 2012). It provides:

> An action based upon a cause of action accruing without the state cannot be commenced after the expiration of the time limited by the laws of either the state or the place without the state where the cause of action accrued, except that where the cause of action accrued in favor of a resident of the state the time limited by the laws of the state shall apply.

N.Y. C.P.L.R. § 202.

"For purposes of the New York borrowing statute, a cause of action accrues where the injury is sustained rather than where the defendant committed the wrongful acts." *Williams v. Ifra Commerc Anstalt*, 131 F. Supp. 2d 451, 455 (S.D.N.Y. 2001) (citing *Global Fin. Corp. v. Triarc Corp.*, 93 N.Y.2d 525, 529, 715 N.E.2d 482, 485 (1999)). "When an alleged injury is purely economic, the place of injury usually is where the plaintiff resides and sustains the economic impact of the loss." *Global Fin. Corp.*, 93 N.Y.2d at 529, 715 N.E.2d at 485; *accord Cantor Fitzgerald Inc. v. Lutnick*, 313 F.3d 704, 710 (2d Cir. 2002) (holding breach of fiduciary duty claims were barred under Nevada or California law under New York borrowing statute as injury was purely economic); *Miller v. IBM World Trade Corp.*, 06-CIV-4452 (DLC), 2007 WL 700902, at *3 (S.D.N.Y. Mar. 8, 2007) (holding breach of warranty and other tort claims governed by California law under New York borrowing statute as injury was purely economic).

In the instant case, plaintiffs are Florida residents and they do not allege to have resided in any other state. (Compl. ¶¶ 6-14.) Their alleged injuries are economic as they all sound in negligence and product liability. *See, e.g., Holloway v. Ernst & Young LLP*, 82 A.D.3d 611, 918 N.Y.S.2d 726 (1st Dep't 2011) (holding Pennsylvania plaintiff's negligence, negligent misrepresentation, and breach of fiduciary duty claims were time-barred under Pennsylvania statute of limitations); *Levine v. Philip Morris Inc.*, 798 N.Y.S.2d 710 (Sup. Ct. N.Y. Co. 2004)

(plaintiff's negligence, product liability, and breach of implied warranty claims are barred by California's one-year statute of limitations for those claims, which is made applicable by New York's borrowing statute). As such, plaintiffs' claims accrued in Florida and they are subject to its statute of limitations and the accompanying tolling rules. *See Smith Barney, Harris Upham & Co. Inc. v. Luckie*, 245 A.D.2d 17, 665 N.Y.S.2d 74 (1st Dep't 1997) (pursuant to New York's borrowing statute, two-year limitations period in Florida Blue Sky laws applied to preclude claims); *Portfolio Recovery Assocs., LLC v. King*, 14 N.Y.3d 410, 417-18, 927 N.E.2d 1059, 1062 (2010) (holding New York's borrowing statute mandated that Delaware statute of limitations and tolling rules be applied).

Florida imposes a four (4) year statute of limitations on actions based on negligence and products liability. Fla. Stat. Ann. § 95.11(3); *see, e.g., Babush v. Am. Home Products Corp.*, 589 So. 2d 1379, 1381 (Fla. Dist. Ct. App. 1991) ("The statute of limitations applicable to this products liability case is four years."). "The statute commences to run 'from the time the facts giving rise to the cause of action were discovered or should have been discovered with the exercise of due diligence ....'" *Babush*, 589 So. 2d at 1381. This "discovery" occurs when the plaintiff either has notice of (1) the negligent act giving rise to the cause of action, or (2) the physical injury caused by the negligent act. *City of Miami v. Brooks*, 70 So.2d 306, 307–08 (Fla. 1954) ("[T]he running of the statute is not postponed by the fact that the actual or substantial damages do not occur until a later date.").

According to plaintiffs, the Individual Defendants exploited an alleged defect in Myspace's website "on and prior to November 10, 2007," (Compl. ¶¶ 104-105), and published Munoz's photos to individuals she knew, "the community in which Munoz resided at the time" and "to the world at large." (*Id.* at ¶ 93). On these alleged facts, plaintiffs discovered (or should

have discovered) the existence of their claims on November 10, 2007 and thus should have brought suit by November 10, 2011. Ms. Munoz's age at the time she sustained her alleged injuries does not affect the limitations period. *See Williams v. Dow Chem. Co.*, 01-CIV-4307 (PKC), 2004 WL 1907311, at *2 (S.D.N.Y. Aug. 25, 2004) ("[B]ecause Florida does not toll the statute of limitations during a plaintiff's age of minority . . . the dismissal applies to both Linda and Garrett McElver."); *Velazquez v. Metro. Dade County*, 442 So. 2d 1036 (Fla. Dist. Ct. App. 1983) (citing seminal decision *Slaughter v. Tyler*, 171 So. 320 (Fla. 1936) and holding that where emancipated minor had access to the courts through his natural parents, the statute of limitations was not tolled during his minority). Accordingly, plaintiffs' claims are time barred.

III. Plaintiffs' Complaint Cannot Survive Dismissal As It States No Colorable Claim.

Even if Myspace were not entitled to judgment, the Complaint must be dismissed as it fails to state a claim. First, plaintiffs' product liability claims cannot survive dismissal because they have not alleged any physical damage to their persons or property. *See Butler v. Pittway Corp.*, 770 F.2d 7, 9 (2d Cir. 1985) ("[I]t is well settled that a plaintiff in New York is relegated to contractual remedies and cannot maintain a tort action when a product, although not itself unduly dangerous, does not function properly, resulting in economic loss other than physical damage to persons or property."). Nor is there anything to support plaintiffs' assertion that the Myspace website is a "product" in terms of products liability. *See Intellect Art Multimedia, Inc. v. Milewski*, 899 N.Y.S.2d 60 (Sup. Ct. N.Y. Co. 2009) (dismissing products liability claim because "this court is not persuaded that this website in the context of plaintiff's claims is a 'product'").

Second, plaintiffs do not and cannot state claims for negligence because they plead no facts establishing any elements of negligence. *Lombard v. Booz-Allen & Hamilton, Inc.*, 280

F.3d 209, 215 (2d Cir. 2002) ("Under New York law, the elements of a negligence claim are: (i) a duty owed to the plaintiff by the defendant; (ii) breach of that duty; and (iii) injury substantially caused by that breach."). No facts demonstrate that Myspace owed Ms. Munoz or her mother a duty of care to prevent the Individual Defendants from allegedly hacking into its website. Nor are there any facts establishing that Myspace breached any duty owed and caused plaintiffs' purported injuries. Plaintiffs merely recite the elements of a cause of action and make conclusory statements as to injuries allegedly sustained.[4] (*See, e.g.,* Compl. ¶ 121 (claiming to have suffered "extreme embarrassment, shame, ridicule and humiliation"); ¶ 198 (alleging Myspace "had a duty to users of the website, including plaintiff Munoz").) This will not suffice to state a claim. *See Coppage*, 2011 WL 519227, at *3 (S.D.N.Y. Feb. 15, 2011) (dismissing claim where plaintiff did not establish the existence of any alleged duty). Further, as it concerns gross negligence, plaintiffs do not even attempt to allege any of the necessary elements. *See Net2Globe Intern., Inc. v. Time Warner Telecom of New York*, 273 F. Supp. 2d 436, 450 (S.D.N.Y. 2003) (dismissing claim because facts did not amount to gross negligence as "[g]ross negligence, when invoked to pierce an agreed-upon limitation of liability in a commercial contract, *must smack of intentional wrongdoing* …. It is conduct that evinces *a reckless indifference* to the rights of others ….") (citation omitted).

Third, plaintiffs' negligent infliction of emotional distress claim cannot stand because they (1) do not allege to have suffered physical injury or been in danger of physical harm; (2) do not demonstrate Myspace owed them a duty of care; and (3) do not plead facts establishing Myspace's actions arose to the level of extreme or outrageous conduct. *See Saterson v. Planet*

[4] Moreover, because New York does not recognize a cause of action based on negligence where the suit seeks recovery of economic loss, plaintiffs are not entitled to relief for lost economic loss, loss of academic opportunities, or any of the future losses. *See 532 Madison Ave. Gourmet Foods, Inc. v. Finlandia Center, Inc.*, 96 N.Y.2d 280, 290, 750 N.E.2d 1097, 1102-03 (2001) (holding plaintiffs' negligence claims based on economic loss alone fall beyond the scope of any duty owed by defendants).

Ins. Co., 93 CIV 6885 (MBM), 1994 WL 689084, at *8 (S.D.N.Y. Dec. 8, 1994) ("Plaintiffs' pleaded facts fail to allege that they were placed in fear of their personal safety, and, as discussed above, fail also to suggest that defendant engaged in 'extreme or outrageous conduct.'"); *Graber v. Bachman*, 27 A.D.3d 986, 988, 812 N.Y.S.2d 659 (3d Dep't 2006) (dismissing negligent infliction of emotional distress claim because "plaintiff was required to show a breach of a duty owed to her which unreasonably endangered her physical safety, or caused her to fear for her own safety"); *Shaw v. QC–Medi New York, Inc.*, 10 A.D.3d 120, 124-25, 778 N.Y.S.2d 791, 795 (4th Dep't 2004) (emotional distress claim rejected where defendants owed no duty to mother of victim). Rather, plaintiffs assert only conclusory statements. (*See, e.g.*, Compl. ¶¶ 121, 198.) Thus, plaintiffs' complaint could not withstand dismissal even if it were not barred by the CDA.

CONCLUSION

For the foregoing reasons, defendants Myspace, LLC and Specific Media, LLC respectfully request that this Court grant judgment in their favor or, in the alternative, dismiss plaintiffs' action with prejudice.

Dated: New York, New York
June 7, 2012

Respectfully submitted,

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