



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

YUCAIPA AMERICAN ALLIANCE FUND II, L.P.,)
a Delaware limited partnership, and YUCAIPA)
AMERICAN ALLIANCE (PARALLEL) FUND II,)
L.P., a Delaware limited partnership)

Plaintiffs,)

v.)

C.A. No. 5465-VCS)

LEONARD RIGGIO, STEPHEN RIGGIO, GEORGE)
CAMPBELL JR., MICHAEL J. DEL GIUDICE,)
WILLIAM DILLARD, II, PATRICIA L. HIGGINS,)
IRENE R. MILLER, MARGARET T. MONACO,)
LAWRENCE S. ZILAVY, and BARNES & NOBLE,)
INC., a Delaware Corporation,)

Defendants.)

**ANSWER OF DEFENDANTS LEONARD RIGGIO,
STEPHEN RIGGIO, AND LAWRENCE ZILAVY**

Defendants Leonard Riggio, Stephen Riggio, and Lawrence S. Zilavy (“Zilavy”)

(collectively, “Defendants”), by their undersigned attorneys, answer the Verified Complaint as follows:

1. Defendants deny the allegations of paragraph 1, except admit: (i) that on November 17, 2009, the Board of Directors of Barnes & Noble, Inc. (the “Company” or “B&N”) adopted a Rights Agreement; and (ii) that on February 17, 2010, the Board adopted the First Amendment to the Rights Agreement (together with the Rights Agreement adopted on November 17, 2009, the “Rights Plan”), and respectfully refer the Court to the Rights Plan for the contents thereof.

2. Defendants deny the allegations of paragraph 2.

3. Defendants deny the allegations of paragraph 3.

4. Defendants state that they are without knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence in paragraph 4, except admit that the Company has publicly disclosed that it intends to hold the 2010 Annual Meeting no later than September 30, 2010. Defendants deny the allegations of the second and third sentences in paragraph 4.

5. Defendants deny the allegations of paragraph 5, except state that no response is required to the allegations of paragraph 5 to the extent they purport to describe Plaintiffs' claims.

6. Defendants deny the allegations of paragraph 6, except state that no response is required to the allegations of paragraph 6 to the extent they purport to describe Plaintiffs' claims.

7. Defendants deny the allegations of paragraph 7, except state that no response is required to the allegations of paragraph 7 to the extent they purport to describe Plaintiffs' claims.

8. Defendants deny the allegations of paragraph 8, except state that no response is required to the allegations of paragraph 8 to the extent they purport to describe Plaintiffs' claims.

9. Defendants deny the allegations of paragraph 9, except admit: (i) that Leonard Riggio previously served as CEO; and (ii) that Leonard Riggio serves as Chairman of the Board.

10. Defendants deny the allegations in paragraph 10, except admit: (i) that on August 7, 2009, the Company entered into a Stock Purchase Agreement with Leonard Riggio and Louise Riggio relating to the purchase and sale of all of the issued and outstanding capital

stock of Barnes & Noble College Booksellers (“B&N College”), and respectfully refer the Court to the Company’s Form 8-K filed with the Securities and Exchange Commission on August 10, 2009, for the true and complete contents of the Stock Purchase Agreement; and (ii) that pursuant to the terms of the Stock Purchase Agreement, prior to the closing of the transaction, B&N College distributed to the sellers certain assets that are not related to B&N College’s core business, including common stock in the Company and that, in connection with such distribution, 667,058 shares of the common stock in the Company previously held by B&N College were transferred to certain members of the Company’s management team and employees, and respectfully refer the Court to the Company’s Form 8-K filed with the SEC on October 1, 2009, for the contents thereof.

11. Defendants deny the allegations of paragraph 11, except admit: (i) that the Company’s By-Laws and its Certificate of Incorporation provide for a classified board and respectfully refer the Court to those documents for the contents thereof; and (ii) that the Company’s Board is divided into three classes elected for three-year terms.

12. Defendants deny the allegations of paragraph 12, except admit: (i) that Ronald Burkle filed Forms 13D/A with the Securities and Exchange Commission on November 13, 2009, and November 17, 2009, and respectfully refer the Court to those forms for the contents thereof; (ii) that on November 17, 2009, the Board adopted a Rights Agreement; (iii) that on July 10, 1998, the Board adopted a Rights Agreement that expired on July 20, 2008; and (iv) that the Company’s Certificate of Incorporation contains a provision that opts out of Section 203 of the General Corporation Law of the State of Delaware.

13. Defendants deny the allegations of paragraph 13, and respectfully refer the Court to the Rights Plan for the contents thereof.

14. Defendants deny the allegations of paragraph 14.

15. Defendants deny the allegations of paragraph 15.

16. Defendants deny the allegations of paragraph 16.

17. Defendants state that they are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 17.

18. Defendants state that they are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 18.

19. Defendants state that they are without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 19.

20. Defendants deny the allegations of paragraph 20, except admit: (i) that Leonard Riggio was Chief Executive Officer of the Company from 1986 to 2002; (ii) that Leonard Riggio has been Chairman from 1986 to the present; (iii) that Stephen Riggio was Chief Executive Officer from 2002 through early 2010; and (iv) that Leonard Riggio is the largest individual stockholder of the Company.

21. Defendants deny the averment of paragraph 21, except admit: (i) that Stephen Riggio is the younger brother of Leonard Riggio; (ii) that Stephen Riggio has been a director of the Company since September 1993; (iii) that Stephen Riggio joined the Company in 1975; (iv) that Stephen Riggio served as Vice President and General Manager of the Company's direct mail division from 1981 to 1987; (v) that Stephen Riggio was appointed Executive Vice President of Merchandising in 1987; (vi) that Stephen Riggio was the Company's Chief Operating Officer from 1995 to 1997; (vii) that Stephen Riggio was appointed Vice-Chairman in 1997; (viii) that Stephen Riggio was Chief Executive Officer from February 2002 through March

18, 2010; and (ix) that William Lynch has been Chief Executive Officer from March 18, 2010 to the present.

22. Defendants admit the allegations of paragraph 22.

23. Defendants admit the allegations of paragraph 23.

24. Defendants admit the allegations of paragraph 24.

25. Defendants deny the allegations in paragraph 25, except admit: (i) that Patricia L. Higgins (“Higgins”) served on the board of directors of Barnes & Noble.com from 1999 to 2004; (ii) that Higgins has served on the B&N Board since June 2006; (iii) that Higgins is a member of the Audit Committee and the Corporate Governance and Nominating Committee; (iv) that Higgins beneficially owns 32,553 shares of B&N common stock; and (v) that in 2008, she received over \$200,000 in director compensation.

26. Defendants deny the allegations of paragraph 26, except admit: (i) that Irene R. Miller (“Miller”) has been a member of the Board of the Company since May 1995; (ii) that Miller served as the Company’s Chief Financial Officer from September 1993 to June 1997; (iii) that Miller was Vice-Chairman of the Company from September 1995 to June 1997; and (iv) that Miller received nearly \$200,000 in director compensation in 2008.

27. Defendants admit the allegations of paragraph 27.

28. Defendants deny the allegations of paragraph 28, except admit: (i) that Zilavy has been a member of the Board since June 2006; and (ii) that Zilavy received more than \$140,000 in director compensation in 2008.

29. Defendants admit the allegations of paragraph 29.

30. Defendants admit the allegations of paragraph 30.

31. Defendants deny the allegations of paragraph 31, except respectfully refer the Court to the Company's publicly filed financial statements for the contents thereof and respectfully refer the Court to the public record for the value of the Company's common stock between 2005 and 2010.

32. Defendants deny the allegations of paragraph 32, except respectfully refer the Court to the Company's publicly filed financial statements for the contents thereof.

33. Defendants deny the allegations of paragraph 33.

34. Defendants deny the allegations of paragraph 34.

35. Defendants deny the allegations of paragraph 35.

36. Defendants admit the allegations of paragraph 36.

37. Defendants deny the allegations of paragraph 37.

38. Defendants deny the allegations of paragraph 38, except admit: (i) that on August 7, 2009, the Company entered into a Stock Purchase Agreement with Leonard Riggio and Louise Riggio relating to the purchase and sale of all of the issued and outstanding capital stock of B&N College; and (ii) that the Company filed a Form 8-K with the Securities and Exchange Commission on August 10, 2009, and respectfully refer the Court to that filing for the contents thereof.

39. Defendants deny the allegations of paragraph 39, except admit that the Company filed a Form 8-K with the Securities and Exchange Commission on October 1, 2009, and respectfully refer the Court to that filing for the contents thereof.

40. Defendants deny the allegations of paragraph 40, except admit that Barron's published an article on August 14, 2009, and respectfully refer the Court to that article

for the contents thereof, and respectfully refer the Court to the public record for the per share value of the Company's common stock on August 14, 2009.

41. Defendants deny the allegations of paragraph 41.

42. Defendants deny the allegations of paragraph 42, except admit: (i) that between August 17 and September 18, 2009, six derivative actions were filed in this Court, and respectfully refer the Court to those complaints for the contents thereof; (ii) that the Court subsequently consolidated those actions and a consolidated complaint was filed on November 3, 2009; and (iii) that on March 17, 2010, the plaintiffs filed an amended consolidated stockholder derivative complaint, C.A. No. 4813-VCS.

43. Leonard Riggio denies the allegations of paragraph 43, except admits: (i) that he and Ronald Burkle spoke via telephone in late 2008; (ii) that during that conversation Mr. Burkle addressed, among other things, Yucaipa's investment in the Company; and (iii) that he knew Mr. Burkle prior to that time. Stephen Riggio and Zilavy lack knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 43, except admit, on information and belief: (i) that Leonard Riggio and Ronald Burkle spoke via telephone in late 2008; (ii) that during that conversation Mr. Burkle addressed, among other things, Yucaipa's investment in the Company; and (iii) that Leonard Riggio knew Mr. Burkle prior to that time.

44. Leonard Riggio denies the allegations of paragraph 44, except admits: (i) that he and Ronald Burkle had a meeting in late 2008 or early 2009; and (ii) that Mr. Burkle addressed, among other things, additional investments in the Company by Yucaipa during that meeting. Stephen Riggio and Zilavy lack knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 44, except admit, on information and belief: (i) that

Leonard Riggio and Ronald Burkle had a meeting in late 2008 or early 2009; and (ii) during that meeting, Mr. Burkle addressed, among other things, additional investments in the Company by Yucaipa.

45. Defendants state that they are without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 45, except admit that Yucaipa filed a series of Forms 13D/A during 2008 and 2009 and respectfully refer the Court to those filings for the contents thereof.

46. Defendants deny the allegations of paragraph 46, except admit: (i) that the Company filed a Form 8-K with the Securities and Exchange Commission on August 10, 2009, and respectfully refer the Court to that filing for the contents thereof; and (ii) that Ronald Burkle wrote a letter to the Board dated August 14, 2009, and respectfully refer the Court to that letter for the contents thereof.

47. Defendants deny the allegations of paragraph 47, except state that they lack sufficient information to form a belief as to the truth of the allegations concerning Yucaipa's state of mind, admit that the Company's By-Laws and its Certificate of Incorporation provide for a classified board and respectfully refer the Court to those documents for the contents thereof, and admit that Yucaipa purchased additional shares of the Company's stock during a short period of time preceding the adoption of the Rights Plan.

48. Defendants deny the allegations of paragraph 48, except admit that Yucaipa filed a Form 13D/A with the Securities and Exchange Commission on November 13, 2009, and respectfully refer the Court to that filing for the contents thereof.

49. Defendants deny the allegations of paragraph 49, except admit that Yucaipa filed a Form 13D/A with the Securities and Exchange Commission on November 17, 2009, and respectfully refer the Court to that filing for the contents thereof.

50. Defendants deny the allegations of paragraph 50, except admit: (i) that the Board adopted a Rights Agreement on November 17, 2009, and respectfully refer the Court to that document for the contents thereof; (ii) that the Company issued a press release on November 17, 2009, and respectfully refer the Court to that press release for the content thereof; and (iii) that the Board has announced its intention to put the Rights Plan to a shareholder vote no later than November 17, 2010.

51. Defendants deny the allegations of paragraph 51, except admit that the Board adopted the Rights Plan and respectfully refer the Court to the Rights Plan for the contents thereof.

52. Defendants deny the allegations of paragraph 52, except admit that the Board adopted the Rights Plan and respectfully refer the Court to the Rights Plan for the contents thereof.

53. Defendants deny the allegations of paragraph 53, except admit that the Board adopted the Rights Plan and respectfully refer the Court to the Rights Plan for the contents thereof.

54. Defendants deny the allegations of paragraph 54, except admit that the Board adopted the Rights Plan and respectfully refer the Court to the Rights Plan for the contents thereof.

55. Defendants deny the allegations of paragraph 55 and subparagraphs 55(a) through 55(f).

56. Defendants deny the allegations of paragraph 56, except admit: (i) that the Company issued a press release on November 17, 2009, and respectfully refer the Court to that press release for the contents thereof; and (ii) that on July 10, 1998, the Board adopted a Rights Agreement, and respectfully refer the Court to the Company's Form 8-K filed with the Securities and Exchange Commission on July 16, 1998, for the contents of that Rights Agreement.

57. Defendants deny the allegations of paragraph 57.

58. Defendants deny the allegations of paragraph 58, except admit that the Company's By-Laws and Certificate of Incorporation address, among other things, the structure of the Company's Board and shareholder voting requirements and respectfully refer the Court to those documents for the contents thereof.

59. Defendants deny the allegations of paragraph 59.

60. Defendants deny the allegations of paragraph 60, except admit that Mr. Burkle sent a letter to Leonard Riggio dated December 23, 2009, and respectfully refer the Court to that letter for the contents thereof.

61. Defendants deny the allegations of paragraph 61, except admit that Yucaipa sent a letter to the Board dated January 28, 2010, and respectfully refer the Court to that letter for the contents thereof.

62. Defendants deny the allegations of paragraph 62, except admit that Yucaipa sent a letter to the Board dated January 28, 2010, and respectfully refer the Court to that letter for the contents thereof.

63. Defendants deny the allegations of paragraph 63.

64. Defendants deny the allegations of paragraph 64, except admit that the Board sent a letter to Yucaipa dated February 17, 2010, and respectfully refer the Court to that letter for the contents thereof.

65. Defendants deny the allegations of paragraph 65, except admit: (i) that Yucaipa sent a letter to the Board dated January 28, 2010, and respectfully refer the Court to that letter for the contents thereof; (ii) that on February 17, 2010, the Board adopted an amendment to the Rights Agreement adopted on November 17, 2009; and (iii) that the Company filed a Form 8-K with the Securities and Exchange Commission on February 17, 2010, and respectfully refer the Court to that filing for the contents thereof.

66. Defendants deny the allegations of paragraph 66, except admit that the Board adopted the Rights Plan and respectfully refer the Court to the Rights Plan for the contents thereof.

67. Defendants deny the allegations of paragraph 67, except admit that the Board adopted the Rights Plan and respectfully refer the Court to the Rights Plan for the contents thereof.

68. Defendants deny the allegations of paragraph 68, except admit that Yucaipa sent a letter to the Board dated February 25, 2010, and respectfully refer the Court to that letter for the contents thereof.

69. Defendants deny the allegations of paragraph 69, except admit that Yucaipa sent a letter to the Board dated February 25, 2010, and respectfully refer the Court to that letter for the contents thereof.

70. Defendants deny the allegations of paragraph 70, except admit: (i) that Yucaipa sent a letter to the Board dated February 25, 2010, and respectfully refer the Court to

that letter for the contents thereof; and (ii) that members of the Board met with Mr. Burkle on March 29, 2010, in New York, New York.

71. Defendants deny the allegations of paragraph 71.

72. Defendants deny the allegations of paragraph 72 and subparagraphs 72(a) through 72(e).

73. Defendants deny the allegations of paragraph 73, except state that they lack information sufficient to form a belief as to the truth of the allegations concerning Yucaipa's state of mind and respectfully refer the Court to the Rights Plan for the contents thereof.

74. Defendants deny the allegations of paragraph 74.

75. Defendants deny the allegations of paragraph 75, except admit that the Board has publicly disclosed that it intends to hold the 2010 Annual Meeting no later than September 30, 2010, and respectfully refer the Court to the Company's By-Laws for the contents thereof.

76. Defendants deny the allegations of paragraph 76.

77. Defendants deny the allegations of paragraph 77.

78. Defendants deny the allegations of paragraph 78.

COUNT I – BREACH OF FIDUCIARY DUTY
(Refusal to Amend the Poison Pill: Violation of *Unocal*)

79. Defendants repeat and reallege their answers contained above as if fully set forth herein.

80. Defendants decline to respond to the allegations of paragraph 80 as they call for a legal conclusion to which no response is required.

81. Defendants decline to respond to the allegations of paragraph 81 as they call for a legal conclusion to which no response is required.

82. Defendants deny the allegations of paragraph 82.

83. Defendants decline to respond to the allegations of paragraph 83 as they call for a legal conclusion to which no response is required, except deny the allegations of paragraph 83 to the extent they allege any wrongdoing by Defendants.

COUNT II – BREACH OF FIDUCIARY DUTY
(Refusal to Amend the Poison Pill: Violation of *Blasius*)

84. Defendants repeat and reallege their answers contained above as if fully set forth herein.

85. Defendants decline to respond to the allegations of paragraph 85 as they call for a legal conclusion to which no response is required.

86. Defendants deny the allegations of paragraph 86.

87. Defendants deny the allegations of paragraph 87.

88. Defendants decline to respond to the allegations of paragraph 88 as they call for a legal conclusion to which no response is required, except deny the allegations of paragraph 88 to the extent they allege any wrongdoing by Defendants.

COUNT III – BREACH OF FIDUCIARY DUTY
(Refusal to Amend the Poison Pill Constituted Gross Negligence)

89. Defendants repeat and reallege their answers contained above as if fully set forth herein.

90. Defendants decline to respond to the allegations of paragraph 90 as they call for a legal conclusion to which no response is required.

91. Defendants deny the allegations of paragraph 91.

92. Defendants decline to respond to the allegations of paragraph 92 as they call for a legal conclusion to which no response is required, except deny the allegations of paragraph 92 to the extent they allege any wrongdoing by Defendants.

COUNT IV – BREACH OF FIDUCIARY DUTY
(Refusal to Amend the Poison Pill Constituted Bad Faith)

93. Defendants repeat and reallege their answers contained above as if fully set forth herein.

94. Defendants decline to respond to the allegations of paragraph 94 as they call for a legal conclusion to which no response is required.

95. Defendants deny the allegations of paragraph 95.

96. Defendants decline to respond to the allegations of paragraph 96 as they call for a legal conclusion to which no response is required, except deny the allegations of paragraph 96 to the extent they allege any wrongdoing by Defendants.

COUNT V – BREACH OF FIDUCIARY DUTY
(Entire Fairness)

97. Defendants repeat and reallege their answers contained above as if fully set forth herein.

98. Defendants deny the allegations of paragraph 98 and subparagraphs 98(a) through 98(h), and respectfully refer the Court to the Rights Plan for the contents thereof.

99. Defendants deny the allegations of paragraph 99.

100. Defendants decline to respond to the allegations of paragraph 100 as they call for a legal conclusion to which no response is required, except deny the allegations of paragraph 100 to the extent they allege any wrongdoing by Defendants.

COUNT VI – BREACH OF FIDUCIARY DUTY
(Adoption of the Poison Pill With a 20% Trigger And With Exclusive Benefits to the Riggio Family: Violation of *Unocal*)

101. Defendants repeat and reallege their answers contained above as if fully set forth herein.

102. Defendants decline to respond to the allegations of paragraph 102 as they call for a legal conclusion to which no response is required.

103. Defendants decline to respond to the allegations of paragraph 103 as they call for a legal conclusion to which no response is required.

104. Defendants deny the allegations of paragraph 104.

105. Defendants decline to respond to the allegations of paragraph 105 as they call for a legal conclusion to which no response is required, except deny the allegations of paragraph 105 to the extent they allege any wrongdoing by Defendants.

COUNT VII – BREACH OF FIDUCIARY DUTY
(Adoption of the Poison Pill With a 20% Trigger And With Exclusive Benefits
to the Riggio Family: Violation of *Blasius*)

106. Defendants repeat and reallege their answers contained above as if fully set forth herein.

107. Defendants decline to respond to the allegations of paragraph 107 as they call for a legal conclusion to which no response is required.

108. Defendants decline to respond to the allegations of paragraph 108 as they call for a legal conclusion to which no response is required.

109. Defendants deny the allegations of paragraph 109.

110. Defendants deny the allegations of paragraph 110.

111. Defendants deny the allegations of paragraph 111.

112. Defendants decline to respond to the allegations of paragraph 112 as they call for a legal conclusion to which no response is required, except deny the allegations of paragraph 112 to the extent they allege any wrongdoing by Defendants.

COUNT VIII – BREACH OF FIDUCIARY DUTY
(Adoption of the Poison Pill With a 20% Trigger And With Exclusive Benefits to the Riggio Family Constituted Gross Negligence)

113. Defendants repeat and reallege their answers contained above as if fully set forth herein.

114. Defendants decline to respond to the allegations of paragraph 114 as they call for a legal conclusion to which no response is required.

115. Defendants deny the allegations of paragraph 115.

116. Defendants decline to respond to the allegations of paragraph 116 as they call for a legal conclusion to which no response is required, except deny the allegations of paragraph 116 to the extent they allege any wrongdoing by Defendants.

COUNT IX – BREACH OF FIDUCIARY DUTY
(Adoption of the Poison Pill With a 20% Trigger And With Exclusive Benefits to the Riggio Family Constituted Bad Faith)

117. Defendants repeat and reallege their answers contained above as if fully set forth herein.

118. Defendants decline to respond to the allegations of paragraph 118 as they call for a legal conclusion to which no response is required.

119. Defendants deny the allegations of paragraph 119.

120. Defendants decline to respond to the allegations of paragraph 120 as they call for a legal conclusion to which no response is required, except deny the allegations of paragraph 120 to the extent they allege any wrongdoing by Defendants.

COUNT X – DECLARATORY JUDGMENT

121. Defendants repeat and reallege their answers contained above as if fully set forth herein.

122. Defendants decline to respond to the allegations of paragraph 122 as they call for a legal conclusion to which no response is required.

123. Defendants deny the allegations of paragraph 123.

124. Defendants decline to respond to the allegations of paragraph 124 as they call for a legal conclusion to which no response is required, except deny the allegations of paragraph 124 to the extent they allege any wrongdoing by Defendants.

COUNT XI – DECLARATORY JUDGMENT

125. Defendants repeat and reallege their answers contained above as if fully set forth herein.

126. Defendants decline to respond to the allegations of paragraph 126 as they call for a legal conclusion to which no response is required.

127. Defendants deny the allegations of paragraph 127.

128. Defendants decline to respond to the allegations of paragraph 128 as they call for a legal conclusion to which no response is required, except deny the allegations of paragraph 128 to the extent they allege any wrongdoing by Defendants.

GENERAL DENIAL

With respect to all paragraphs in the Complaint in which Plaintiffs pray for damages or other relief, Defendants deny that Plaintiffs are so entitled under law.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The Complaint fails to state a claim upon which relief may be granted.

Second Affirmative Defense

This action is barred, in whole or in part, by Article XI of the Company's Certificate of Incorporation and applicable Delaware law, including 8 *Del. C.* § 102(b)(7).

Third Affirmative Defense

Defendants are not liable because their actions are protected by the business judgment rule.

Fourth Affirmative Defense

Under 8 *Del. C.* § 141(e), Defendants are permitted to rely in good faith upon information, opinions, reports or statements presented by professionals or experts, who were selected with reasonable care, on matters within their professional or expert competence.

Defendants reserve the right to raise any additional defenses not asserted herein of which they become aware through discovery or other investigation.

WHEREFORE, Defendants respectfully request that the Court:

- (1) enter judgment in favor of Defendants and against Plaintiffs, and dismiss the Complaint with prejudice;
- (2) award Defendants their costs and attorneys' fees; and
- (3) grant such other and further relief as the Court deems just and proper.

OF COUNSEL:
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Dated: June 1, 2010

/s/ Gregory P. Williams
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*Counsel for Defendants Leonard Riggio,
Stephen Riggio, and Lawrence S. Zilavy*

CERTIFICATE OF SERVICE

I hereby certify that, on the 1st day of June 2010, true and correct copies of the foregoing document were caused to be served on counsel of record at the following address as indicated:

BY E-FILE

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/s/ Blake Rohrbacher

Blake Rohrbacher (#4750)