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July 31, 2018
VIA CASEANYWHERE

The Honorable Gail Andler (Ret.)
500 N. State College Blvd., 14th Floor
Orange, CA 92868

Re: BIG3 Basketball LLC v. Sport Trinity, LLC (JAMS No. 1100089671), Letter Brief re Deposition of H.E Ahmed Al-Rumaihi

Dear Judge Andler:

We write in response to Claimant BIG3 Basketball LLC's ("Claimant" or "BIG3") July 20, 2018 letter brief. In its Letter Brief, BIG3 demands that Ahmed Al-Rumaihi, a resident, citizen, and career diplomat of Qatar with substantial personal and professional commitments there, be ordered to travel nearly 7,000 miles from his home and work in Doha to appear for deposition in the United States. BIG3 cites no impediment preventing it from deposing Mr. Al-Rumaihi by videoconference and instead essentially argues that the inconvenience to its counsel is entitled to greater weight than the disruption a week of traveling will cause to Mr. Al-Rumaihi and his personal and professional life. Mr. Al-Rumaihi lives in Qatar with his family, including his minor children who attend school there. Mr. Al-Rumaihi should not suffer the burden of having to travel to New York and absent himself from his personal responsibilities and professional duties simply because Claimant self-servingly insists it is difficult logistically to conduct a deposition by videoconference. The law makes clear that the desire of Claimant to avoid travel does not outweigh the burdens and hardships imposed on the witness it seeks to depose. The law also makes clear that the party opposing the taking of a deposition by electronic means bears the burden of establishing why the deposition should be conducted in person – a burden that Claimant simply cannot meet. Respondent and Third Party Claimant Sport Trinity, LLC ("Sport Trinity") requests that Your Honor order the deposition to take place via videoconference.

As JAMS itself warns arbitration participants, "[i]f not carefully regulated . . . , deposition discovery in arbitration can become extremely expensive, wasteful and time-consuming."¹ Claimant's insistence on conducting Mr. Al-Rumaihi's deposition in person in the United States presents that very risk. Claimant identifies no compelling facts justifying departure from the general rule that the location of a deposition is determined by the residence or place of business of the deponent, not on the location of the court or what is most convenient for deposing counsel. Further, that general rule applies regardless of whether, as here, a compulsory counterclaim has been filed by an entity in which the deponent is a member. This disruption and burden on Mr. Al-Rumaihi's personal and professional life is unwarranted. Between preparation time for his deposition, travel of 14 hours each way, and the actual deposition itself, Mr. Al-Rumaihi would be absent from his personal and professional commitments, for approximately one week.

¹ <https://www.jamsadr.com/arbitration-discovery-protocols/>



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Claimant's articulated reasons for holding the deposition in the United States are insufficient to justify the burden and inconvenience that would be imposed on Mr. Al-Rumaihi. Claimant spends the bulk of its letter brief fixating on the extent to which Mr. Al-Rumaihi might have lived in and traveled to the United States in the past. But as settled case law holds, the relevant inquiry is not whether Mr. Al-Rumaihi personally availed himself to jurisdiction in the forum state, nor whether he lived in or traveled to the United States in the past. The relevant inquiry is whether Mr. Al-Rumaihi presently travels to the United States. He does not, and has no current plans to do so. Moreover, Claimant has failed to demonstrate to Your Honor, with a particularized showing, as to why a videoconference deposition would be prejudicial under the specific facts of this case. Claimant does not satisfy this burden with conclusory assertions that it cannot evaluate the demeanor of Mr. Al-Rumaihi or present exhibits to him effectively by videoconference. Both such excuses have been repeatedly rejected by courts across the country.

For all these reasons, as discussed in greater detail below, Claimant's request to depose Mr. Al-Rumaihi in the United States should be denied.

I. BACKGROUND

Mr. Al-Rumaihi is a Qatari citizen and resident with substantial personal and professional ties to the country. As a personal matter, he resides in Doha with his family. Three of his children are young – aged 11, 13, 14 – and attend school there. His eldest daughter, who is 20, also resides with the family when she is not attending university. As a professional matter, in addition to his private business commitments in Qatar, Mr. Al-Rumaihi has been a diplomat and high ranking official for the Qatari government for much of his career. His service began with the Ministry of Foreign Affairs in early 2007, where he was in charge of United States and Economic Relations. In 2008 he was posted to the Embassy of the State of Qatar as an Economic and Political Counselor and headed Congressional Affairs of the State of Qatar. At various points between 2009 through 2014, he was the Acting Ambassador (Chargé D'affaires) of Qatar to the United States. From 2011 to 2012, he became the Deputy Chief of the Permanent Mission of the State of Qatar. From 2012 to 2014, he rose to Consul General (Head of Mission).² In 2014, Mr. Al-Rumaihi was appointed head of the \$100 billion internal division of the government-owned Qatari Investment Authority ("QIA"). In March 2017, Mr. Al-Rumaihi was appointed member of the Supreme Council for Economic Affairs and Investments ("SCEAI"), to which QIA reports, and he maintains that position today. The SCEAI is the highest decision making body concerning energy, investment and economic affairs in Qatar. The SCEAI, which is chaired by His Highness the Amir,

² Claimant now speculates, without any evidence or citation to any U.S. immigration laws, that Mr. Al-Rumaihi might somehow be a U.S. citizen based on the amount of time he has allegedly spent in the United States. Letter Brief at 2 n.2. Besides being untrue, Claimant itself has alleged that Mr. Al-Rumaihi is a Qatari citizen in (1) the Complaint that BIG3 and two of its founders filed against Sport Trinity in California, Case No. No. 2:18-cv-3466 DMG (SKx) (C.D. Cal.) (Complaint ¶ 10); (2) the First Amended Complaint in that action (FAC ¶ 10); and (3) Claimant's Supplement to Amended Notice of Removal in *Champions Basketball Inc. v. BIG3 Basketball, LLC*, No. 17-cv-07389 (LTS) (S.D.N.Y. Sept. 10, 2017).



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approves investment strategy, assigns funds and approves the budget as well as certain QIA Regulations. In addition to his official commitments, Mr. Al-Rumaihi is Director of Ory Capital Partners, a boutique investment firm, and the Vice-Chair of Hassad Food Co., both located in Qatar.

While Mr. Al-Rumaihi has previously lived in and traveled to the United States (often as part of his diplomatic and official duties), he has not done so for some time. In fact, his personal, business and official commitments have prevented and continue to prevent his travel to the United States.

As Your Honor is aware, Claimant, not Mr. Al-Rumaihi, initiated this arbitration matter in February of 2018 for alleged breaches of a unit purchase agreement and LLC agreement executed in July of 2017 between BIG3 and Sport Trinity. Mr. Al-Rumaihi is designated as a member of Sport Trinity, but is not a party to this action in his personal capacity. While on May 31, 2018, Sport Trinity filed compulsory counterclaims for a determination of fair value, an accounting and books and records inspection, among other claims, Mr. Al-Rumaihi has not filed any counterclaim in his personal capacity.

II. ARGUMENT

A. Claimant's Letter Brief Ignores Or Misstates The Applicable Law

As a threshold matter, Claimant fails to even cite or address the relevant legal rules governing the parties' discovery dispute. Ignoring JAMS' procedural rules and the standards courts apply for determining the location of a deposition, Claimant fixates on Mr. Al-Rumaihi's past alleged business dealings, travels, and periods of residence in the United States. Perhaps those alleged facts might be relevant were Your Honor presented with a dispute regarding the extent to which Mr. Al-Rumaihi purposefully availed himself to jurisdiction in California by conducting activities within state. But the instant dispute concerns the location of a requested deposition of a foreign citizen and a career diplomat and government official, not personal jurisdiction. There is no procedural, legal, or practical obstacle to holding Mr. Al-Rumaihi's deposition by videoconference. In fact, the JAMS' Procedural Rules expressly permit it.

1. Under JAMS' Procedural Rules, Discovery Disputes Are Resolved Based On Considerations Of Fairness, Efficiency And Practicality

While it is within an Arbitrator's discretion to order a deposition be held in the forum district, doing so is far from obligatory. Under the JAMS procedural rules governing this arbitration,³ if the parties do not agree to the location of a deposition, the dispute shall be determined by the Arbitrator. JAMS Rule 17(c).

³ The parties' Unit Purchase Agreement ("UPA") specifies that Delaware law applies and disputes shall be administered pursuant to applicable JAMS rules and procedures. See UPA ¶ 7.1. The parties' Second Amended and Restated Limited Liability Company Agreement ("LLC Agreement") specifies that the arbitration will be administered pursuant to JAMS' "Comprehensive Arbitration Rules and Procedures." LLC Agreement ¶ 9.1.



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In resolving a discovery dispute, JAMS' Arbitration Discovery Protocols counsel the Arbitrator to consider the "reasonable need for [the] requested discovery," including:

1. "Relevance of the requested discovery to the material issues in dispute or the outcome of the case."
2. "Whether denial of the requested discovery would, in the arbitrator's judgment (after appropriate scrutinizing of the issues), deprive the requesting party of what is reasonably necessary to allow that party a fair opportunity to prepare and present its case."
3. "Whether the requested information could be obtained from another source more conveniently and with less expense or other burden."

Claimant does not – and cannot – explain why forcing Mr. Al-Rumaihi to be deposed in the United States rather than by videoconference would serve any of the above factors, nor JAMS' expressly articulated commitment to "providing the most efficient, cost-effective arbitration process that is possible in the particular circumstances of each case."⁴

2. The General Rule Is That The Location Of A Deposition Is Determined By The Residence Or Place Of Business Of The Deponent, Not The Location Of The Court Or Deposing Counsel

Under Delaware law, the place of deposition is a matter "within the discretion of the Court." *Schreiber v. Carney*, No. 6202, 1982 WL 8773 at *2 (Del. Ch. Dec. 3, 1982) (holding that depositions of two directors be taken at defendant's place of business in Texas). While committed to the Court's discretion, Delaware has long recognized a general rule that the deposition of an individual defendant should be taken at his or her residence or place of employment. *Id.* at *1; see *FMAC Loan Receivable Trust 1997-C v. Ostrie*, 2005 WL 2000772 at *1 (Del. Ch. Aug. 12, 2005) (deposition of plaintiff's agent should occur in his state of residence, because "[t]his is the most convenient scenario for [the witness].").

Delaware's focus on the location of the deponent is consistent with federal common law, which holds that "the location of a deposition is determined by the residence or place of business of the deponent, not on the location of the court where the case is pending." *McArthur v. Rock Woodfired Pizza & Spirits*, 318 F.R.D. 136, 139 (W.D. Wash. 2016); *Davis v. Hartford Life & Accident Ins. Co.*, 2016 WL 3843478, at *3 (W.D. Ky. July 13, 2016) (same). As explained in *Metrex Research Corp. v. United States*, 151 F.R.D. 122 (D. Colo. 1993), "in the absence of exceptional or unusual circumstances, when a deponent resides at a substantial distance from the deposing party's residence, the deposing party

⁴ <https://www.jamsadr.com/arbitration-discovery-protocols/>



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should be required to take the deposition at a location in the vicinity in which the deponent resides, even if the deponent is a party." *Id.* at 125.

With respect to corporate defendants, Delaware follows federal law. See *Lasher v. Sterwin Labs.*, No. CIV. A. 5924, 1980 WL 10017, at *1 (Del. Ch. Jan. 28, 1980). Under federal law, the focus remains on the residence of the deponent. See, e.g., *Zakre v. Norddeutsche Landesbank Girozentrale*, 2003 WL 22208364, at *1 (S.D.N.Y. Sept. 23, 2003) (holding that deposition of board member of corporate defendant take place by videoconference from Germany, where board member resided).

Claimant erroneously argues that under federal law, there is a presumption that corporate officers be deposed in the company's principal place of business. See Claimant's Letter Brief at 5. Actually, the "presumption [is] that depositions of corporate officers shall take place in the state of the corporate officer's residence or the corporation's principal place of business." *In re Connolly Geaney Ablitt & Willard*, P.C., 2018 WL 1989472, at *2 (Bankr. D. Mass. Apr. 27, 2018) (emphasis added); *Dwyer v. Deutsche Lufthansa, AG*, 2007 WL 526606, at * 2 (E.D.N.Y. Feb. 13, 2007) (same).

The filing of counterclaims does not alter this presumption. Sport Trinity's counterclaims arise out the same transaction or occurrence as BIG3's claims – Sport Trinity's substantial investment in BIG3 and the parties' rights and obligations under the UPA and LLC Agreement. Sport Trinity's counterclaims are thus compulsory counterclaims. See Fed. R. Civ. P. 13(a) ("A pleading must state as a counterclaim any claim that – at the time of its service – the pleader has against an opposing party if the claim: arises out of the transaction or occurrence that is the subject matter of the opposing party's claim . . ."); Chancery Court Rule 13(a) (same). Sport Trinity thus does not stand in the same shoes as a plaintiff, as it was not given a choice of forum. See *Kuest Corp. v. Aitrol, Inc.*, 2006 WL 3592941, at *1 (W.D. Tex. Dec. 8, 2006) (removal and filing of counterclaims "does not serve to displace the general rule").

The relevant burden is Claimant's, which it has failed to meet. See, e.g., *Six West Retail Acquisition v. Sony Theatre Mgm't Corp.*, 203 F.R.D. 98, 99 & 107–08 (S.D.N.Y. 2001) (considering appropriate location for depositions of corporate executives who worked and resided in Japan, noting the "general presumption that a defendant's deposition will be held in the district of his residence[.]" and considering whether plaintiff had overcome the presumption).

B. All The Relevant Factors Militate In Favor Of Deposition by Videoconference

There are no compelling facts to overcome the general rule that "a party seeking discovery must go where the desired witnesses are normally located." *Davis*, 2016 WL 3843478, at *3. "[T]he familiar presumption in favor of locating a deposition at the deponent's residence or place of business 'can be overcome by a showing that factors of cost, convenience, and litigation efficiency militate in favor of' a different location." *Dagen v. CFC Grp. Holdings Ltd.*, No. 00 CIV. 5682 (CBM), 2003 WL 21910861, at *3 (S.D.N.Y. Aug. 11, 2003). "Ultimately, however, the court must consider each case on its own facts and



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the equities of the particular situation." *Rapoca Energy Co., L.P. v. Amci Exp. Corp.*, 199 F.R.D. 191, 193 (W.D. Va. 2001).

1. Deposing Mr. Al Rumaihi In The United States Would Impose Undue Burdens

As explained above, Mr. Al-Rumaihi is a Qatari citizen and resident with responsibilities and personal commitments in Qatar. In addition to the care and support of his family, Mr. Al-Rumaihi has private business ventures, as well as continuing governmental commitments as a result of his long diplomatic career and ongoing relations and service to the government. Having the deposition in the United States would disrupt his personal and professional commitments. For these reasons, the convenience factor weighs heavily in favor of holding his deposition by videoconference. See *Dagen v. CFC Group Holdings Ltd.*, Case No. 00 Civ. 54682(CBM), 2003 WL 21910861, at *4 (S.D.N.Y. Aug. 11, 2003) (requiring deposition of corporate officer in Hong Kong, where he lived and work, because witness' absence from the workplace would have an adverse impact on the witness and the company); *Zakre*, 2003 WL 22208364, at *2 (ordering deposition in Germany where witness is located); *Six West*, 203 F.R.D. at 108 (ordering depositions in Japan because witnesses were "high-ranking executives of a major corporation, whose busy schedules would obviously be disrupted by a trip to the United States").

Whether Mr. Al-Rumaihi has lived and traveled in the United States **in the past** is irrelevant. "[T]he proper inquiry is not whether the deponent travels often or used to travel to the forum, but whether the deponent frequently **travels** to the forum district or the proposed deposition situs." *In re Joseph Walker & Co., Inc.*, 472 B.R. 696, 702 (Bankr. D.S.C. 2012) (emphasis original); see *Six West*, 203 F.R.D. at 108 (rejecting plaintiff's argument that witness regularly traveled to forum district on business and that scheduling deposition on one of the trips would lessen disruption to the witness's schedule and the defendant's business). It is also irrelevant "whether a deponent is . . . a frequent traveler; a requirement to travel to a place where one does not do business or typically visit is likely to be at least as inconvenient for the frequent traveler as for the occasional traveler." *In re Outsidewall Tire Litig.*, 267 F.R.D. 466, 473 (E.D. Va. 2010).

2. The Convenience Of Claimant's Counsel Does Not Justify The Burdens Imposed On Mr. Al-Rumaihi

The implication of Claimant's Letter Brief is that Claimant's travel schedule and convenience should be considered as a significant factor in the Court's analysis. As was the case in *Irrigation Tech. Leasing Assocs. v. Superior Fanning Co.*, the party asking to compel non-residents to travel to New York for depositions "cite[s] no unusual hardship in deposing [the deponents in their place of business]. The only apparent burden is the customary one of attorney expense and traveling." No. 90 Civ. 7982 (JMC), 1992 WL 350806 at *1 (S.D.N.Y. Nov. 17, 1992). But "the convenience of counsel is less compelling than



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any hardship to the witnesses." *Morin v. Nationwide Fed. Credit Union*, 229 F.R.D. 362, 363 (D. Conn. 2005).

3. The Remaining Factors Militate In Favor Of Holding The Deposition By Videoconference

Claimant does not cite any other relevant factor weighing in favor of holding the deposition in the United States. See *Cadent Ltd. v. 3M Unitek Corp.*, 232 F.R.D. 625, 629 (C.D. Cal. 2005) ("factors include location of counsel for the parties in the forum district, the number of corporate representatives a party is seeking to depose, the likelihood of significant discovery disputes arising which would necessitate-resolution by the forum court; whether the persons sought to be deposed often engage in travel for business purposes; and the equities with regard to the nature of the claim and the parties' relationship.").

With respect to the location of the parties' attorneys, counsel for Mr. Al-Rumaihi (and Sport Trinity) are located in San Francisco, Los Angeles and Fort Lauderdale, and counsel for Claimant is located in Los Angeles and San Francisco. As such, an in-person deposition, regardless of location, would necessarily require significant travel. By contrast, conducting the deposition by videoconference would conserve substantial party resources and allow all counsel for both parties to be present in and participate in the deposition to the extent necessary, without expending time and money traveling. Conducting depositions by videoconference is now a routine and commonly accepted procedure in complex commercial litigation – particularly in arbitrations where there is a heightened focus on efficient and judicious case management. To require that Mr. Al-Rumahi be deposed in any fashion other than by videoconference would resemble the paradigm of inefficient case management.

The remaining *Cadent* factors likewise weigh in favor of Qatar. Claimant specifically requested the deposition of Mr. Al-Rumaihi. Claimant is aware that Mr. Al-Rumaihi resides in Qatar and has business in Qatar. Claimant should not be heard to complain about the complexities or costs associated with securing testimony from a foreign national – complexities and costs it surely should have anticipated when it commenced arbitration against Sport Trinity. Nor is there any present concern that significant discovery disputes would impede Mr. Al-Rumaihi's deposition by videoconference. Counsel for both parties can agree to ground rules for the deposition prior to it taking place, a videoconference deposition can just as easily (and indeed more easily) be postponed pending resolution of any dispute by Your Honor, and, in any event the mere possibility of a discovery dispute does not necessarily weigh in favor of conducting the deposition in New York. *Talliff USA*, 2004 WL at *2.⁵

⁵ As Claimant points out, Mr. Al-Rumaihi, among many others, has been named as a defendant in *Broidy Capital Mgm't, et al. v. State of Qatar, et al.*, Case No. 2:18-cv-02421-JFW-E (C.D. Cal.). However, Mr. Al-Rumaihi has not yet been served in that action - perhaps because of its flimsy (and fatally deficient)



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C. Claimant Does Not Satisfy Its Burden Of Showing Why Mr. Al-Rumaihi's Deposition Cannot Proceed By Videoconference

The Federal Rules, JAMS' rules, and Delaware law expressly permit testimony to be elicited by videoconference. See Fed. R. Civ. P. 30(b)(4) (court on motion may order that deposition be taken "by telephone or other remote means"); Delaware Court of Chancery Rule 30(b)(7) (same); JAMS Rule 22(g) (arbitration hearing "or any portion thereof, may be conducted telephonically or videographically with the agreement of the Parties or at the discretion of the Arbitrator").

"Holding a deposition by videoconference is 'frequently a preferred solution to mitigate the burden of a deposition location inconvenient to one or both sides.'" *Packard v. City of New York*, No. 115CV07130ATSDA, 2018 WL 3019111, at *2 (S.D.N.Y. June 18, 2018). "Generally, leave to take depositions by remote electronic means should be granted liberally." *Brown v. Carr*, 253 F.R.D. 410, 412 (S.D. Tex. 2008). In fact, the Federal Rules do not even require that a telephonic or videoconference deposition only be taken upon a showing of necessity, financial inability, or other hardship. See *Jahr v. U Int'l. Corp.*, 109 F.R.D. 429, 432 (M.D.N.C. 1986). Further, the burden is on Claimant to demonstrate to the Court, with a particularized showing, as to why a telephonic or videoconference deposition would be prejudicial under the specific facts of this case, a burden which Claimant simply cannot meet. *Id.* at 430.

Claimant argues that an in-person deposition is necessary to evaluate Mr. Al-Rumaihi's credibility. "This reason, without more, does not amount to good cause. . . . [T]o deny a request to conduct a telephonic deposition solely because of the opponent's inability to observe the witness would be tantamount to repealing Fed. R. Civ. P. 30(b)(4)." *Loughin v. Occidental Chem. Corp.*, 234 F.R.D. 75, 77 (E.D. Pa. 2005); *Gee v. Suntrust Mortgage, Inc.*, 2011 WL 5597124, at *3 (N.D. Cal. Nov. 15, 2011) ("[Defendant's] argument that conducting the depositions via videoconference would be detrimental to its ability to question and observe the deponents is unconvincing. Parties routinely conduct depositions via videoconference, and courts encourage the same, because doing so minimizes travel costs and permits the jury to make credibility evaluations . . .").

Claimant also argues that "fluid presentation" of exhibits would somehow be impaired in a videoconference. Claimant, however, is not presenting testimony to a jury, it is asking questions of Mr. Al-Rumaihi, and he may review a binder of numbered exhibits with the assistance of counsel just as easily from a conference room in Qatar as he can from a conference room in New York. Moreover, with the advancement of technology and the sophistication of court reporting companies, videoconference depositions have become more prevalent as counsel is able to present documents to deponents, in real

allegations some of which are addressed in multiple motions to dismiss currently pending before the court in that action.



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time, via iPad or laptop to preserve pre-deposition strategies, if desired.⁶ Simply, the Claimant's purported concern over exhibits is not a compelling reason to deny a request to conduct the deposition by videoconference. See *United States v. One Gulfstream G-V Jet Aircraft Displaying Tail No. VPCES*, 304 F.R.D. 10, 18–19 (D.D.C. 2014) ("The Court is not persuaded that the potential use of exhibits necessitates requiring Nguema to travel to the United States for a deposition, as the Government can overcome this challenge by organizing its exhibits ahead of time and supplementing the exhibits as is needed during the deposition."); *Catipovic v. Turley*, 2013 WL 1718061, at *10 (N.D. Iowa Apr. 19, 2013) (purported "hurdle" of using exhibits at a videoconference deposition in Hungary "is relatively easily overcome" because "the relevant documents can be emailed, faxed, or sent to Hungary" in advance).

D. Until Such Time As Document Production Is Complete And Your Honor Sets A Location For The Deposition, It Is Premature To Set A Date For Sport Trinity's Deposition

Claimant's efforts to take Sport Trinity's deposition in the United States, besides being legally baseless, are premature.⁷ Discovery should proceed in an orderly, efficient manner, which means that once the parties provide their responsive documents and disclosures – information required to frame the issues and defenses in the action – appropriate deposition discovery would be warranted. However, Claimant's initial production is severely lacking. For example, more than half of Claimant's production is publicly-available press articles related to BIG3. Claimant has yet to produce a single internal BIG3 document, nor any financial documents. Sport Trinity is hindered in its ability to prepare for depositions without access to BIG3's disclosures and responsive documents. Further, setting a date for Sport Trinity's deposition is also premature pending Your Honor's ruling to permit a videoconference deposition – resolving the parties' dispute regarding the location and manner of a Sport Trinity deposition. Once that determination is made, the parties may meet and confer on mutually-convenient dates.

⁶ Remote Video Depositions, It's Almost Like You Are Right There, available at <https://subrogation.org/download/article/RemoteVideoDepositions9321.pdf>

⁷ In its Letter Brief, Claimant has failed to address the manner, as well as location, of Ayman Sabi's deposition. As a result, Claimant has waived the right to dispute that Mr. Sabi's deposition be taken in South Florida, and/or by videoconference. See *Thor Merritt Square, LLC v. Bayview Malls LLC*, No. CIV.A. 4480-VCP, 2010 WL 972776, at *5 (Del. Ch. Mar. 5, 2010) ("The failure to raise a legal issue in an opening brief generally constitutes a waiver of the ability to raise that issue in connection with a matter under submission to the court."); *Arik v. Astrue*, No. C 08-5564 SBA, 2010 WL 6490066, at *3 n.1 (N.D. Cal. Mar. 29, 2010) ("Arguments that are 'not specifically and distinctly argued in [the] opening brief' are waived.") (quoting *Dream Games of Ariz., Inc. v. PC Onsite*, 561 F.3d 983, 995 (9th Cir. 2009) (internal quotation marks and citations omitted)).



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III. CONCLUSION

For the foregoing reasons, Sport Trinity requests that Your Honor deny Claimant's request for an order compelling Mr. Al-Rumaihi to travel to the United States for a deposition in this action.

Very truly yours,

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