



1 refusing to post a supersedeas bond, Prenda (and the other parties) cannot establish  
2 that it “is without fault in creating the crisis that requires ex parte relief, or that the  
3 crisis occurred as a result of excusable neglect.” *Mission Power Eng’g Co. v. Cont’l*  
4 *Casualty Co.*, 883 F. Supp. 488, 492 (C.D. Cal. 1995). Prenda’s application is  
5 therefore **DENIED**.

6 Further, Steele, Hansmeier, Duffy, Gibbs, AF Holdings, Ingenuity 13, and  
7 Prenda are hereby **ORDERED TO SHOW CAUSE** why they have contravened the  
8 Court’s order to pay the attorney’s-fee award. The Court hereby imposes a penalty of  
9 \$1,000 per day, per person or entity,<sup>1</sup> until this attorney’s-fee award is paid or a bond  
10 for the same amount is posted. This penalty shall be paid to the Clerk of Court on the  
11 same day the attorney’s-fee award is paid or the bond is posted. This penalty must be  
12 paid unless it is evident that the award was paid or the bond was posted on or before  
13 May 20, 2013. Failure to comply will result in additional sanctions.

14 Upon motion and posting of a supersedeas bond, the Court will stay execution  
15 of the attorney’s-fee award. Fed. R. Civ. P. 62(d).

16 Finally, as a housekeeping matter, the Court requests Brett Gibbs to file  
17 requests for withdrawal of attorney in this and the related cases. Brett Gibbs appears  
18 to have withdrawn from these cases. (OSC Hr’g Tr. 87:1–8, Mar. 11, 2013 (“I am no  
19 longer employed by Prenda or any other corporation or LLC that is involved in these  
20 cases.”).) Given the circumstances and the relationship between Gibbs and his *clients*,  
21 the Court will approve his requests for withdrawal.

22 **IT IS SO ORDERED.**

23 May 21, 2013

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26 **OTIS D. WRIGHT, II**  
27 **UNITED STATES DISTRICT JUDGE**

28 <sup>1</sup> That is, Steele, Hansmeier, Duffy, Gibbs, AF Holdings, Ingenuity 13, and Prenda.