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 22 PORSCHE CARS NORTH AMERICA, INC.

17 **UNITED STATES DISTRICT COURT**
 18 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**
 19

20 WILLIAM M. TURNER, individually
 21 and on behalf of all others similarly
 22 situated,

22 Plaintiff,

23 vs.

24 PORSCHE CARS NORTH AMERICA,
 25 INC., a Delaware corporation, and DOES
 2 through 20, inclusive,

26 Defendants.

Case No.: 2:23-cv-06465-MWF-MRW,MAA

District Judge: Michael W. Fitzgerald
Magistrate Judge: ~~Michael R. Wilner~~
 Maria A. Audero

~~PROPOSED~~ STIPULATED
 PROTECTIVE ORDER
 SEE COURT'S REVISIONS

Complaint Filed: June 29, 2023
 (Los Angeles Superior Court Case
 No. 23STCV15246)

Third Amended Complaint Filed:
 March 25, 2024

Trial Date: January 13, 2026

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action involves production of confidential, proprietary, or
3 private information for which special protection from public disclosure and from use
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the parties hereby stipulate to and petition the Court to enter the following Stipulated
6 Protective Order. The parties acknowledge that this Order does not confer blanket
7 protections on all disclosures or responses to discovery and that the protection it
8 affords from public disclosure and use extends only to the limited information or
9 items that are entitled to confidential treatment under applicable legal principles. The
10 parties further acknowledge, as set forth in Section 11.3, below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal;
12 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
13 standards that will be applied when a party seeks permission from the Court to file
14 material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action involves trade secrets, customer and pricing lists and other valuable
17 research, development, commercial, financial, technical and/or proprietary
18 information for which special protection from public disclosure and from use for any
19 purpose other than prosecution of this action is warranted. Such confidential and
20 proprietary materials and information consist of, among other things, confidential
21 business or financial information, information regarding confidential business
22 practices, or other confidential research, development, or commercial information
23 (including information implicating privacy rights of third parties, including
24 personally identifiable information of absent putative class members), information
25 otherwise generally unavailable to the public, or which may be privileged or
26 otherwise protected from disclosure under state or federal statutes, court rules, case
27 decisions, or common law. Accordingly, to expedite the flow of information, to
28 facilitate the prompt resolution of disputes over confidentiality of discovery materials,

1 to adequately protect information the parties are entitled to keep confidential, to
2 ensure that the parties are permitted reasonable necessary uses of such material in
3 preparation for and in the conduct of trial, to address their handling at the end of the
4 litigation, and serve the ends of justice, a protective order for such information is
5 justified in this matter. It is the intent of the parties that information will not be
6 designated as confidential for tactical reasons and that nothing be so designated
7 without a good faith belief that it has been maintained in a confidential, non-public
8 manner, and there is good cause why it should not be part of the public record of this
9 case.

10 2. DEFINITIONS

11 2.1 Action: this pending federal law suit entitled, *Turner, et al. v. Porsche*
12 *Cars North America, Inc.*, case number 2:23-cv-06465-MWF (MAAx MRWx).

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for protection
17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
18 Cause Statement.

19 2.4 Conflicted Expert: Any consultant, investigator, or Expert (a) who is an
20 employee of an automobile manufacturer competitor of any Porsche Cars North
21 America, Inc. (“PCNA”) or related entity; or (b) who was in the employ of an
22 automobile manufacturer competitor of any PCNA or related entity anytime between
23 1 year prior to the time disclosure is made; or (c) who is serving as a consultant to an
24 automobile manufacturer competitor of any PCNA or related entity on matters
25 relating to excessive oil consumption or other engine lubrication or oil related issues.
26 Protected Material may not be disclosed to a Conflicted Expert without written
27 agreement by the Designating Party or a Court order prior to the disclosure.

1 2.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as
2 their support staff).

3 2.6 Designating Party: A Party or Non-Party that designates information or
4 items that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL.”

6 2.7 Disclosure or Discovery Material: All items or information, regardless of
7 the medium or manner in which it is generated, stored, or maintained (including,
8 among other things, testimony, transcripts, and tangible things), that are produced or
9 generated in disclosures or responses to discovery in this matter.

10 2.8 Expert: A person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as
12 an expert witness or as a consultant in this Action.

13 2.9 In-House Counsel: Attorneys who are employees of a party to this Action.
14 In-House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 2.10 Non-Party: Any natural person, partnership, corporation, association, or
17 other legal entity not named as a Party to this action.

18 2.11 Outside Counsel of Record: Attorneys who are not employees of a party
19 to this Action but are retained to represent or advise a party to this Action and have
20 appeared in this Action on behalf of that party or are affiliated with a law firm which
21 has appeared on behalf of that party, and includes support staff.

22 2.12 Party: Any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.13 Producing Party: A Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

27 2.14 Professional Vendors: Persons or entities that provide litigation support
28 services (e.g., photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 2.15 Protected Material: Any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL.”

5 2.16 Receiving Party: A Party that receives Disclosure or Discovery Material
6 from a Producing Party.

7 3. SCOPE

8 The protections conferred by this Stipulation and Order cover not only
9 Protected Material (as defined above), but also (1) any information copied or
10 extracted from Protected Material; (2) all copies, excerpts, summaries, or
11 compilations of Protected Material; and (3) any testimony, conversations, or
12 presentations by Parties or their Counsel that might reveal Protected Material.

13 Any use of Protected Material at trial shall be governed by the orders of the
14 trial judge. This Order does not govern the use of Protected Material at trial. The
15 Parties, however, shall meet and confer before trial on a procedure and process to deal
16 with the use and/or display of Protected Material at trial and submit a joint proposal
17 to the Court for approval. If the Parties cannot agree on such a joint proposal, the
18 Parties shall submit separate/competing proposals for the Court’s consideration prior
19 to issuing an appropriate order.

20 4. DURATION

21 Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Order shall remain in effect until a Designating Party agrees
23 otherwise in writing or a court order otherwise directs. Final disposition shall be
24 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
25 or without prejudice; and (2) final judgment herein after the completion and
26 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
27 including the time limits for filing any motions or applications for extension of time
28 pursuant to applicable law.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this
4 Order must take care to limit any such designation to specific material that qualifies
5 under the appropriate standards. The Designating Party must designate for protection
6 only those parts of material, documents, items, or oral or written communications that
7 qualify so that other portions of the material, documents, items, or communications
8 for which protection is not warranted are not swept unjustifiably within the ambit of
9 this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
11 that are shown to be clearly unjustified or that have been made for an improper
12 purpose (e.g., to unnecessarily encumber the case development process or to impose
13 unnecessary expenses and burdens on other parties) is not permitted.

14 If it comes to a Designating Party's attention that information or items that it
15 designated for protection do not qualify for protection, that Designating Party must
16 promptly notify all other Parties that it is withdrawing the inapplicable designation.

17 5.2 Manner and Timing of Designations. Except as otherwise provided in this
18 Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated
19 or ordered, Disclosure or Discovery Material that qualifies for protection under this
20 Order must be clearly so designated before the material is disclosed or produced.
21 However, nothing in this paragraph or the Order shall prohibit a Designating Party
22 from promptly designating Discovery Material as CONFIDENTIAL after its initial
23 disclosure or production of that material if that party has a good faith basis for such
24 designation and that designation was omitted due to inadvertence or mistake, once it
25 comes to that party's attention.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic documents,
28 but excluding transcripts of depositions or other pretrial or trial proceedings), that the

1 Producing Party affix or have affixed at a minimum, the legend “CONFIDENTIAL”
2 (hereinafter “CONFIDENTIAL legend”), to each page that contains protected
3 material. If only a portion or portions of the material on a page qualifies for protection,
4 the Producing Party also must clearly identify the protected portion(s) (e.g., by
5 making appropriate markings in the margins).

6 A Party or Non-Party that makes original documents available for inspection
7 need not designate them for protection until after the inspecting Party has indicated
8 which documents it would like copied and produced. During the inspection and before
9 the designation, all of the material made available for inspection shall be deemed
10 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
11 copied and produced, the Producing Party must determine which documents, or
12 portions thereof, qualify for protection under this Order. Then, before producing the
13 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
14 to each page that contains Protected Material. If only a portion or portions of the
15 material on a page qualifies for protection, the Producing Party also must clearly
16 identify the protected portion(s) (e.g., by making appropriate markings in the
17 margins).

18 (b) for testimony given in depositions that the Designating Party identify,
19 within 30 days after the transcript is delivered, as Protected Material. All deposition
20 testimony taken in this case shall be treated as Protected Material until the expiration
21 of the thirtieth day after the transcript is delivered to any party or the witness. Within
22 this time period, a Designating Party may serve a Notice of Designation to all parties
23 of record as to specific portions of the testimony that are designated Protected
24 Material, and thereafter only those portions identified in the Notice of Designation
25 shall be protected by the terms of this Order.

26 (c) for information produced in some form other than documentary and for any
27 other tangible items, that the Producing Party affix in a prominent place on the
28 exterior of the container or containers in which the information is stored the legend

1 “CONFIDENTIAL.” If only a portion or portions of the information warrants
2 protection, the Producing Party, to the extent practicable, shall identify the protected
3 portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
5 failure to designate qualified information or items does not, standing alone, waive the
6 Designating Party’s right to secure protection under this Order for such material.
7 Upon timely correction of a designation, the Receiving Party must make reasonable
8 efforts to assure that the material is treated in accordance with the provisions of this
9 Order. A timely correction will depend on the circumstances; but in general the Parties
10 agree that a correction must be made within three (3) calendar days of when the
11 inadvertent failure to designate becomes apparent to the Designating Party.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
14 designation of confidentiality at any time that is consistent with the Court’s
15 Scheduling Order.

16 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
17 resolution process under Local Rule 37.1 et seq. ^{and} or follow the procedures for informal,
18 telephonic discovery hearings on the ~~Court’s~~ ^{Magistrate Judge Audero’s} website.

19 6.3 The burden of persuasion in any such challenge proceeding shall be on
20 the Designating Party. Frivolous challenges, and those made for an improper purpose
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
22 expose the Challenging Party to sanctions. Unless the Designating Party has waived
23 or withdrawn the confidentiality designation, all parties shall continue to afford the
24 material in question the level of protection to which it is entitled under the Producing
25 Party’s designation until the Court rules on the challenge.

26 7. ACCESS TO AND USE OF PROTECTED MATERIAL

27 7.1 Basic Principles. A Receiving Party may use Protected Material that is
28 disclosed or produced by another Party or by a Non-Party in connection with this 9

1 Action only for prosecuting, defending, or attempting to settle this Action. Protected
2 Material may be disclosed only to the categories of persons and under the conditions
3 described in this Order. When the Action has been terminated, a Receiving Party must
4 comply with the provisions of Section 12 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
9 otherwise ordered by the court or permitted in writing by the Designating Party, a
10 Receiving Party may disclose any information or item designated

11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
13 employees of said Outside Counsel of Record to whom it is reasonably necessary to
14 disclose the information for this Action;

15 (b) the officers, directors, and employees (including In-House Counsel) of the
16 Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party, other than a
18 Conflicted Expert (see Section 2.4), to whom disclosure is reasonably necessary for
19 this Action and who have signed the “Acknowledgment and Agreement to Be Bound”
20 (Exhibit A);

21 (d) the Court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
24 to whom disclosure is reasonably necessary for this Action and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information or a
27 custodian or other person who otherwise possessed or knew the information;
28 permission. The Designating Party shall bear the burden and expense of seeking

1 protection in that court of its confidential material and nothing in these provisions
2 should be construed as authorizing or encouraging a Receiving Party in this Action to
3 disobey a lawful directive from another court.

4 8. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
5 IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a Non-
7 Party in this Action and designated as "CONFIDENTIAL." Such information
8 produced by Non-Parties in connection with this litigation is protected by the
9 remedies and relief provided by this Order. Nothing in these provisions should be
10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to produce
12 a Non-Party's confidential information in its possession, and the Party is subject to
13 an agreement with the Non-Party not to produce the Non-Party's confidential
14 information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non- Party
16 that some or all of the information requested is subject to a confidentiality agreement
17 with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this Action, the relevant discovery request(s), and a reasonably
20 specific description of the information requested; and

21 (3) make the information requested available for inspection by the Non-
22 Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court within 14
24 days of receiving the notice and accompanying information, the Receiving Party may
25 produce the Non-Party's confidential information responsive to the discovery request.
26 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
27 any information in its possession or control that is subject to the confidentiality
28 agreement with the Non-Party before a determination by the court. Absent a court

1 order to the contrary, the Non-Party shall bear the burden and expense of seeking
2 protection in this court of its Protected Material.

3 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
5 Protected Material to any person or in any circumstance not authorized under this
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
9 persons to whom unauthorized disclosures were made of all the terms of this Order,
10 and (d) request such person or persons to execute the “Acknowledgment and
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

12 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
13 PROTECTED MATERIAL

14 When a Producing Party gives notice to Receiving Parties that certain
15 inadvertently produced material is subject to a claim of privilege or other protection,
16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
17 Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence 502(d) and (e), the
18 Parties agree that inadvertent disclosure of a communication or information covered
19 by the attorney-client privilege or work product protection or another applicable
20 privilege or immunity, shall not constitute a waiver of such protection. This
21 agreement, as adopted by this Order, shall be applicable to and govern all deposition
22 transcripts and/or videotapes, documents produced in response to requests for
23 production of documents, answers to interrogatories, responses to requests for
24 admissions, affidavits, declarations, and all other information or material produced,
25 made available for inspection, or otherwise submitted by any of the parties in this
26 litigation pursuant to the Federal Rules of Civil Procedure, court order, local rule, or
27 stipulation of the parties, as well as testimony adduced at trial or during any hearing.

28 The Producing Party must notify the Receiving Party promptly, in writing, upon

1 discovery that privileged or otherwise protected Information has been inadvertently
2 produced (the “Identified Material”). Upon receiving written notice from the
3 Producing Party that privileged and/or work product material has been inadvertently
4 produced, all such information, and all copies thereof, shall be returned to the
5 Producing Party within ten (10) business days of receipt of such notice. The Receiving
6 Party shall also attempt, in good faith, to retrieve and return or destroy all copies of
7 the Identified Materials in electronic format. The Receiving Party may make no use
8 of the Identified Materials during any aspect of this matter or any other matter,
9 including in depositions or at trial, unless the Identified Materials are later designated
10 by the Producing Party or a court as not privileged or protected. The Producing Party
11 will provide a privilege log providing information required by the Federal Rules of
12 Civil Procedure and applicable case law to the Receiving Party when the Producing
13 Party provides the Receiving Party notice of the Identified Materials.

14 The Receiving Party may contest the privilege or work product designation by
15 the Producing Party, and the Receiving Party shall give the Producing Party written
16 notice of the reason for said disagreement. The Receiving Party may not challenge
17 the privilege or immunity claim by arguing that the inadvertent disclosure itself is a
18 waiver of any applicable privilege. The Parties shall meet and confer in good faith to
19 attempt to resolve the dispute without resort to Court intervention. If the Parties
20 cannot resolve their dispute through such meet and confer discussions, within fifteen
21 (15) business days after the Parties have reached an impasse after meet and confer
22 efforts, the Parties shall file a joint discovery letter brief no longer than three pages.

23 In the event the Court rules that the challenged material is privileged or
24 protected, the receiving party shall return such materials to the producing party within
25 ten (10) business days of such Order.

26 Any physical analyses, memoranda, or notes that were internally generated
27 based upon such Identified Material shall immediately be placed in sealed envelopes,
28 and shall be destroyed in the event that (a) the Receiving Party does not contest that

1 the information is privileged, or (b) the Court rules that the information is privileged.
2 Such analyses, memoranda, or notes may only be removed from the sealed envelopes
3 and returned to its intended purpose in the event that (a) the Producing Party agrees
4 in writing that the information is not privileged, or (b) the Court rules that the
5 information is not privileged.

6 11. MISCELLANEOUS

7 11.1 Right to Further Relief. Nothing in this Order abridges the right of any
8 person to seek its modification by the Court in the future.

9 11.2 Right to Assert Other Objections. By stipulating to the entry of this
10 Protective Order no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any
13 ground to use in evidence of any of the material covered by this Protective Order.
14 Likewise, nothing in this Order shall prohibit a party from redacting personally
15 identifiable information of third parties and absent putative class members to protect
16 their privacy.

17 11.3 Filing Protected Material. A Party that seeks to file under seal any
18 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
19 only be filed under seal pursuant to a court order authorizing the sealing of the specific
20 Protected Material at issue. If a Party's request to file Protected Material under seal
21 is denied by the court, then the Receiving Party may file the information in the public
22 record unless otherwise instructed by the Court.

23 12. FINAL DISPOSITION

24 After the final disposition of this Action, as defined in paragraph 4, within 60
25 days of a written request by the Designating Party, each Receiving Party must return
26 all Protected Material to the Producing Party or destroy such material. As used in this
27 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
28 summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
2 must submit a written certification to the Producing Party (and, if not the same person
3 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
4 category, where appropriate) all the Protected Material that was returned or destroyed
5 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
6 compilations, summaries or any other format reproducing or capturing any of the
7 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
8 archival copy of all pleadings, motion papers, trial, deposition, and hearing
9 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
10 reports, attorney work product, and consultant and expert work product, even if such
11 materials contain Protected Material. Any such archival copies that contain or
12 constitute Protected Material remain subject to this Protective Order as set forth in
13 Section 4 (DURATION).

14 13. Any violation of this Order may be punished by any and all appropriate
15 measures including, without limitation, contempt proceedings and/or monetary
16 sanctions.

17 *[Signatures on Next Page]*
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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: September 25, 2024

LAW + BRANDMEYER, LLP



By

Kent T. Brandmeyer
Yuk K. Law
Zachary Schwake

*Attorneys for Plaintiff
William M. Turner*

DATED: September 25, 2024

**NELSON MULLINS RILEY &
SCARBOROUGH LLP**

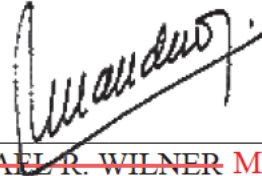


By

Jahmy S. Graham
Jennifer Koo
Brandon A. Prince
Michael E. Seager

*Attorneys for Defendant
Porsche Cars North America, Inc.*

IT IS SO ORDERED this 21st day of November, 2024.



HON. ~~MICHAEL R. WILNER~~ **MARIA A. AUDERO**
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of ----
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on [_____] in the case of *Turner, et al. v. Porsche Cars North
America, Inc.*, case number 2:23-cv-06465-MWF (~~MRW~~^{MAAx}). I agree to comply with and
to be bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment in
the nature of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person or
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint [print or type full name] of [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____
City and State where sworn and signed: _____
Printed name: _____
Signature: _____

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on September 25, 2024, I electronically filed the foregoing
3 with the Clerk of Court using the CM/ECF system and I served a copy of the foregoing
4 pleading on all counsel for all parties, via the CM/ECF system and/or mailing same
5 by United States Mail, properly addressed, and first-class postage prepaid, to all
6 counsel of record in this matter.

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8
9 /s/ Jahmy S. Graham
10 Jahmy S. Graham
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