No. S272113

IN THE SUPREME COURT
OF THE STATE OF CALIFORNIA

MICHAEL R. RATTAGAN,

Plaintiff and Appellant,

v.

UBER TECHNOLOGIES, INC.,

Defendant and Respondent.

United States Court of Appeals for the Ninth Circuit
Case No. 20-16796
Appeal from U.S. District Court for Northern California
Case No. 3:19-cv-01988-EMC
Honorable Edward M. Chen

APPLICATION FOR LEAVE TO FILE AMICUS BRIEF; AMICUS CURIAE BRIEF OF KNIGHT LAW GROUP IN SUPPORT OF PETITIONER

KNIGHT LAW GROUP LLP
Roger R. Kirnos, SBN 283163
rogerk@knightlaw.com
Lauren A. Ungs, SBN 273374
laurenu@knightlaw.com
*Christopher Swanson, SBN 278413
chriss@knightlaw.com
10250 Constellation Blvd. Suite 2500
Los Angeles, California 90067
(310) 552-2250 / Fax (310) 552-7973

Attorneys for Amicus Curiae KNIGHT LAW GROUP LLP

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES

Page

Cases

Statutes

Rules

APPLICATION FOR LEAVE TO FILE AMICUS BRIEF

Under California Rules of Court, rule 8.520(f)(1), Knight Law Group LLP requests permission to file the attached *amicus curiae* brief in support of petitioner Michael R. Rattagan.[1]

Knight Law Group LLP ("Knight Law") is a law firm that regularly handles cases involving defective vehicles, including claims on behalf of consumers against auto manufacturers for fraudulent inducement of contract that are committed by a manufacturer's fraudulent concealment of known defects. Because Knight Law has significant experience in this area, Knight Law is aware of the extent to which manufacturers regularly attempt to argue that the economic loss rule is a bar to all fraudulent inducement of contract claims, including those based on fraudulent concealment. Moreover, Knight Law is counsel of record in *Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th 828[2] which addressed the applicability of the

---

[1] No party or counsel for a party authored this proposed brief in whole or in part, and no person or entity other than amici, their members, or their counsel made any monetary contribution intended to fund the preparation or submission of this proposed brief. (See Cal. Rules of Court, rule 8.520(f)(4).)

[2] On February 1, 2023, this Court issued a grant and hold of *Dhital*, but denied a request for depublication.

economic loss rule to claims for fraudulent inducement by concealment and for which this Court issued a grant-and-hold order pending the merits decision in *Rattagan*.

Both to provide perspective on this real-life landscape and to provide valuable perspective on the case law underlying the instant dispute, Knight Law offers this *amicus* brief.

Dated: March 1, 2023

Respectfully submitted,

By 
Christopher Swanson

Attorneys for Amicus Curiae
KNIGHT LAW GROUP LLP

AMICUS CURIAE BRIEF

INTRODUCTION

Courts created the economic loss rule in the context of strict products liability and negligence—i.e., unintentional torts. Unfortunately, the automotive defense bar has misconstrued the rule's application in courts across the State in an effort to shield manufacturers from punishment for defrauding consumers at the point of sale. Specifically, manufacturers regularly misstate this Court's holding in *Robinson Helicopter Co., Inc. v. Dana Corp*. (2004) 34 Cal.4th 979 (*Robinson*) as declaring that the economic loss rule bars fraudulent concealment claims of any type.

Relying on this Court's repeated holdings in multiple cases that fraudulent inducement claims are separate from breach-of-contract claims, the Court of Appeal in *Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th 828 (*Dhital*) rejected Nissan's misinterpretation of *Robinson*. This Court subsequently issued a grant-and-hold order in *Dhital*, pending this Court's ruling on the Ninth Circuit's broad question regarding whether the economic loss rule bars claims for fraudulent concealment. As to whether the economic loss rule bars fraudulent inducement claims committed by way of fraudulent concealment, the answer

is easy—indeed, in the instant case, even respondent Uber Technologies concedes that it doesn't.

Yet, the automotive defense bar is now regularly petitioning trial courts to ignore *Dhital* in light of the grant-and-hold order. The automotive defense bar continues to make the same misstatements that the Court of Appeal in *Dhital* correctly identified as clear misinterpretations of the law.

Therefore, we respectfully submit this brief and request that this Court answer the certified question *in full*, which encompasses *both* fraudulent inducement and fraud in the performance of a contract by way of fraudulent concealment. The Court should make clear what the *Dhital* court and Uber Technologies see as clear—namely, that the economic loss rule has no bearing at all on fraudulent inducement claims.

LEGAL ARGUMENT

I. The automobile industry routinely misstates this Court's ruling in *Robinson Helicopter*

The automobile industry has routinely misstated this Court's holding in *Robinson Helicopter Co., Inc. v. Dana Corp*. (2004) 34 Cal.4th 979 (*Robinson*) in the following ways, as the *Dhital* court correctly observed:

First, they incorrectly claim that *Robinson's* fraud-in-the-performance of a contract analysis should be applied to *all* claims, including fraud by inducement. (See *Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th 828, 839 ["We do not agree with the trial court's and Nissan's reading and application of *Robinson*. *Robinson* did not hold that any claims for fraudulent inducement are barred by the economic loss rule. Quite the contrary, the *Robinson* court affirmed that tort damages *are* available in contract cases where the contract was fraudulently induced"].)

Second, they incorrectly claim that *Robinson* expressly and only bars any and all claims for fraud by concealment. (See *Dhital*, *supra*, 84 cal.app.5th at fn. 4 [Nissan was "incorrect in asserting that the *Robinson* court 'held' fraud claims involving

affirmative misrepresentations are the only ones that survive the economic loss rule"].) In fact, *Robinson* discussed numerous exceptions to the economic loss rule, before describing a test applicable to whether fraud committed during the performance of a contract was barred by the economic loss rule. *Robinson* expressly did not address whether the concealment claim in *that* fraud-during-performance case was a violation of an independent duty and not barred by the economic loss rule. (See *Robinson*, *supra*, 34 Cal.4th at 991.)

The arguments made by Nissan in *Dhital* are not unique. They are made by auto manufacturers in cases across California as the basis for those companies' challenges to claims for fraudulent inducement. The auto manufacturers regularly cite *Robinson* as their only or their key legal authority. But as discussed above, and in *Dhital*, and as recognized by Uber Technologies in the instant case, there is simply nothing in the case law that supports an argument that the economic loss rule bars fraudulent inducement claims.

And, these claims are important to consumers who have been duped into agreeing to purchase vehicles that the auto manufacturers know are defective. Of course, knowledge will

eventually have to be proved with evidence, but what the automotive industry and Chamber of Commerce argue for is a categorical bar to prevent consumers from even being able to allege liability for selling knowingly defective products. In this way consumer companies, including the auto manufacturers, can skirt liability by merely staying silent about a known defect.

Indeed, fraudulent inducement by the auto industry has been recognized and punished by juries across the state of California and upheld on appeal. (See, e.g., *Anderson v. Ford Motor Company* (2022) 74 Cal.App.5th 946, 971 ["punitive damages punished Ford for oppression, fraud, or malice related to its pre-sale fraud and concealment"]; *Bowser v. Ford Motor Company* (2022) 78 Cal.App.5th 587, 603 [Ford warranty program manager wrote that: "'We unfortunately exceeded our own cylinder pressure specs in normally performing engines. We don't want to have our cylinder pressure specs published or documented by having them subpoenaed or we might face a class action.' He added, 'I recommend we delete these e-mails'"]; *Johnson v. Ford Motor Co.* (2005) 35 Cal.4th 1191, 1212-1213 [reversing reduction of punitive damages for fraudulent inducement based on concealment].) Volkswagen also admitted

to perpetrating a decade-long fraud on millions of consumers and multiple state and national governments.

Yet, the manufacturers continue to make the same specious arguments, based on clear misstatements of what *Robinson* held.

II. The Ninth Circuit's certified question encompasses fraudulent concealment that induces someone to enter into a contract.

This Court accepted the Ninth Circuit's broadly stated certified question: "Under California law, are claims for fraudulent concealment exempted from the economic loss rule?"

This question necessarily encompasses two types of fraudulent concealment claims: (1) fraudulent inducement to enter into a contract; and (2) fraud in the performance of a contract. California law—both statutory and case law—unequivocally provides that claims for fraudulent inducement (including fraud by affirmative misrepresentation and by concealment) are *not* barred by the economic loss rule.

This Court recently issued a grant-and-hold order in *Dhital* pending a merits decision in the instant case. In *Dhital,* the court held that fraudulent inducement is a long-standing exception to the economic loss rule and that the exception applies

whether the fraud is perpetrated by concealment or affirmative misrepresentations. (*Dhital, supra,* 84 Cal.App.5th at 841.) No California appellate court has held to the contrary.

In light of the pendency of *Dhital,* the Chamber of Commerce amicus brief urges the Court not to reach the fraudulent inducement prong of the Ninth Circuit's certified question. (Chamber amicus, pp. 27-28.) The Court should decline that invitation and reach the issue.

The Ninth Circuit's certified question is broad. On its face, it encompasses *all* fraud by concealment claims. There is no reason to defer reaching the issue to have the *Dhital* parties brief it. In terms of fraudulent inducement, there is no split in California authority and, thus, there would have been no reason for this Court to have otherwise granted review (other than the breadth of the Ninth Circuit's certified question here).

Indeed, parties in *Rattagan* all agree that fraudulent inducement is *not* barred by the economic loss rule, whether the fraud is by concealment or an affirmative misrepresentation. Again, this isn't controversial. But because the auto manufacturers regularly muddy the water by misinterpreting *Robinson*, it would be useful for the Court to address the issue.

The Court should simply confirm what it has said before, that fraudulent inducement by concealment is not barred by the economic loss rule—which would then resolve the question in both *Dhital* and *Spellman*.

III. It is widely accepted that claims for fraudulent inducement are not barred by the economic loss rule in California.

Lest there be any doubt that case law is well-settled as to the fact that fraudulent inducement claims are categorially outside of the economic loss rule, we provide a brief recap. Although the auto industry routinely mischaracterizes *Robinson*'s holding as creating the *only* exception to the economic loss rule, the economic loss rule actually has limited application, and this Court has created numerous exceptions in *Robinson* and other cases.

The economic loss rule "is deceptively easy to state: in general, there is no recovery in tort for negligently inflicted 'purely economic losses,' meaning financial harm unaccompanied by physical or property damage." (*Sheen v. Wells Fargo Bank, N.A.* (2022) 12 Cal.5th 905, 922 (*Sheen*), citing *Southern California Gas Leak Cases* (2019) 7 Cal.5th 391at 400.)

"[T]he rule functions to bar claims in negligence for pure economic losses in deference to a contract between litigating parties." (*Sheen*, *supra*, 12 Cal.5th at p. 923.) The economic loss rule primarily applies to *unintentional* torts in negligence and strict liability cases. (*Robinson Helicopter Co., Inc. v. Dana Corp*. (2004) 34 Cal.4th 979, fn. 7 ["[t]he economic loss rule is designed to limit liability in commercial activities that negligently or inadvertently go awry."].)

One of the long-standing torts that is not barred by the economic loss rule is fraudulent inducement, which is inherently a violation of a legal obligation not stemming from the terms of the contract itself.

"[F]raudulent inducement of contract—as the very phrase suggests—is not a context where the 'traditional separation of tort and contract law' [citations] obtains. To the contrary, this area of the law traditionally has involved both contract and tort." (*Lazar v. Superior Court* (1996) 12 Cal.4th 631, 645.) "[W]e permit the plaintiff to recover exemplary damages in cases in which the breached contract was induced through promissory fraud." (*Freeman & Mills, Inc. v. Belcher Oil Co*. (1995) 11 Cal.4th 85, 108 [Mosk, J., concurring and dissenting opinion].)

"Tort damages have been permitted in contract cases where a breach of duty directly causes physical injury, for breach of the covenant of good faith and fair dealing in insurance contracts, for wrongful discharge in violation of fundamental public policy, or where the contract was fraudulently induced." (*Erlich v. Menezes* (1999) 21 Cal.4th 543, 551; accord *Robinson Helicopter Co., Inc. v. Dana Corp*. (2004) 34 Cal.4th 979, 989-90.)

"Punitive damages may be awarded where a defendant fraudulently induces the plaintiff to enter into a contract." (*Las Palmas Associates v. Las Palmas Center Associates* (1991) 235 Cal.App.3d 1220, 1239.) "The most widely recognized exception [for tort damages when there is a contract] is when the defendant's conduct constitutes a tort as well as a breach of contract. For example, when one party commits a fraud during the contract formation ... the injured party may recover in contract and tort." (*Harris v. Atlantic Richfield Co.* (1993) 14 Cal.App.4th 70, 77-78.)

"[T]he economic loss rule does not bar plaintiffs' claim here for fraudulent inducement by concealment. Fraudulent inducement claims fall within an exception to the economic loss

rule recognized by our Supreme Court." (*Dhital*, *supra,* 84 Cal.App.5th at 843.)

Similarly, California courts have permitted the recovery of damages for both fraudulent inducement and violation of the Song-Beverly Act or breach of contract. In *Anderson, supra,* 74 Cal.App.5th 946, Ford argued that damages for violations of the Song-Beverly Act and fraud/CLRA claims were based on substantially the same conduct. The court disagreed, holding that "the punitive damages and statutory penalties were based on different conduct that took place at different times. The punitive damages were based on conduct underlying the fraud/CLRA causes of action and took place before the sale. The civil penalty was based on defendant's postsale failure to comply with its Song-Beverly Act obligations . . ." (*Id.* at 966; see also *Bowser v. Ford Motor Company* (2022) 78 Cal.App.5th 587, 627 ["the Bowsers are entitled to compensatory damages (and attorney fees) under the Song-Beverly Act as well as punitive damages for fraud."].)

Unlike fraud in the performance of a contract (which has additional considerations), fraudulent inducement is *necessarily* separate from a breach of a contract itself, as it occurs

prior to the formation of the contract. It is the violation of an *independent* legal obligation not to commit fraud (as codified by the legislature), not the violation of a term of the contract itself.

Therefore, this Court should clarify in its opinion that fraudulent inducement is not barred by the economic loss rule. This should be an easy and uncontroverted issue based on existing California law, which is why respondent Uber Technologies readily concedes that fraudulent inducement is not barred by the economic loss rule. A failure to clarify this issue will result in the auto industry repeating their unsupported misreading of this Court's prior rulings, including *Robinson*.

IV. The California Legislature has expressly made fraudulent inducement to enter into a contract, by concealment or otherwise, an actionable tort.

The Chamber of Commerce argues in its amicus brief that the California legislature is better suited to creating any new exceptions to the economic loss rule. (Chamber amicus, pp. 28-29.) But as discussed, the economic loss rule was created for discrete areas of law involving non-willful conduct and/or conduct that was simply a violation of a contractual duty. The economic

loss rule has *never* applied to fraudulent inducement; this is not a "new" exception. To the contrary, this is well-settled law.

Moreover, the Legislature has *already* enacted legislation barring fraudulent inducement (by concealment or otherwise). As this Court has observed: "[W]e should be mindful that our Legislature more than a century ago codified the common law cause of action for promissory fraud in inducing a contract, along with actions for promissory fraud and fraud, generally." (*Lazar v. Superior Court* (1996) 12 Cal.4th 631, 644.) "Actual fraud, within the meaning of this Chapter, consists in any of the following acts, committed by a party to the contract, or with his connivance, with intent to deceive another party thereto, or to induce him to enter into the contract." (Civil Code § 1572; see also Civil Code §§ 1709-1710.)

Thus, there is no role for the Legislature here. As the situation now stands, there is just a raft of auto defense attorneys arguing that *Robinson* barred fraudulent inducement claims. The situation calls out for this Court to re-confirm what the Court of Appeal in *Dhital* and the parties in the instant case all recognize: The law is well-settled that fraudulent inducement claims implicate the violation of duties that are independent of

contract duties. As such, they are outside of the economic loss rule. The Court should so hold.

V. Concealment

Fraud by its very definition is *intentional* – no company *accidentally* defrauds its customers. This is the same for fraud by concealment or by false representation. "The elements of fraud, which give rise to the tort action for deceit, are (a) misrepresentation (false representation, concealment, or nondisclosure)..." (*Lazar, supra,* 12 Cal.4th at 638.)

In short, fraud is fraud, whether achieved by concealment or a false statement. "Active concealment or suppression of facts by a nonfiduciary 'is the equivalent of a false representation, i.e., actual fraud.' [Citation.]" (*Vega v. Jones, Day, Reavis & Pogue* (2004) 121 Cal.App.4th 282, 291.)

"Where failure to disclose a material fact is calculated to induce a false belief, the distinction between concealment and affirmative misrepresentation is tenuous. Both are fraudulent. An active concealment has the same force and effect as a representation which is positive in form." (*Outboard Marin Corp. v. Superior Court* (1975) 52 Cal.App.3d, 30, 37; see also *Stevens v. Superior Court* (1986) 180 Cal.App.3d 605, 608-609; *Lovejoy v.*

AT&T Corp. (2001) 92 Cal.App.4th 85, 95; see also *Gutierrez v. Carmax Auto Superstores California* (2018) 19 Cal.App.5th 1234, 1255.)

In *Khan v. Shiley, Inc.* (1990) 217 Cal.App.3d 848, the court held that "a manufacturer of a product may be liable for fraud when it conceals material product information from potential users. This is true whether the product is a mechanical heart valve or frozen yogurt." (*Id*. at 858.)

Respondent Uber Technologies also concedes that fraudulent inducement *by concealment* is not barred by the economic loss rule. This is a concession born by necessity, since no California court has ruled that fraudulent inducement achieved by any means is barred by the economic loss rule.

The auto industry's suggestion that *Robinson* only created an exception for "affirmative" fraudulent affirmative misrepresentations is simply incorrect. As discussed, the *Robinson* Court acknowledged the existing exceptions—including for fraudulent inducement—before discussing an exception in the context of fraud in the performance of a contract. As to concealment, the *Robinson* Court simply stated that "we need not address the issue of whether Dana's intentional concealment

constitutes an independent tort." (*Robinson Helicopter*, supra, 34 Cal.4th at 991.) Allowing fraud by concealment to be treated differently from an affirmative statement would simply shift the manner in which fraud is perpetrated, at the expense of transparent transactions.

CONCLUSION

For these reasons, the Court should answer the certified question in the affirmative and acknowledge the long-standing exception to the economic loss rule for fraudulent inducement by concealment. Simply put, the Court should answer the Ninth Circuit's question in its entirety now. It should not defer briefing on fraudulent inducement until *Dhital* or some other later date.

March 1, 2023

KNIGHT LAW GROUP LLP
Roger R. Kirnos
Lauren A. Ungs
Christopher Swanson

By 
Christopher Swanson

Attorneys for Amicus Curiae
KNIGHT LAW GROUP LLP

CERTIFICATE OF WORD COUNT

(Cal. Rules of Court, rule 8.204(c)(1).)

The text of this brief consists of 3,153 words as counted by the program used to generate this brief.

Dated: March 1, 2023

Christopher Swanson

PROOF OF SERVICE

I am employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is 10250 Constellation Boulevard, Suite 2500, Los Angeles, CA 90067.

On March 1, 2023, I served the foregoing document(s) described as: **APPLICATION FOR LEAVE TO FILE AMICUS BRIEF; AMICUS CURIAE BRIEF OF KNIGHT LAW GROUP IN SUPPORT OF PETITIONER** on the interested party(ies) in this action, addressed as follows:

SEE ATTACHED SERVICE LIST

(X) I electronically filed the document(s) with the Clerk of the Court by using the TrueFiling system. Participants in the case who are registered TrueFiling users will be served by the TrueFiling system.

Executed March 1, 2023 at Los Angeles, California.

(X) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

WAYNE PAGDILAO

SERVICE LIST

Via TrueFiling

Andrew A. August, SBN 112851
aaugust@steyerlaw.com
STEYER LOWENTHAL BOODROOKAS ALVAREZ & SMITH LLP
235 Pine Street, 15th Floor
San Francisco, California 94104
(415) 421-3400 / Fax (415) 421-2234

Cynthia E. Tobisman, SBN 197983
ctobisman@gmsr.com
Alana H. Rotter, SBN 236666
arotter@gmsr.com
Jeffrey E. Raskin, SBN 223608
jraskin@gmsr.com
Laura G. Lim, SBN 319125
llim@gmsr.com
GREINES, MARTIN, STEIN & RICHLAND LLP
6420 Wilshire Boulevard, Suite 1100
Los Angeles, California 90048
(310) 859-7811 / Fax (310) 276-5261

Attorneys for Michael Rattagan, Petitioner

Clara J. Shin, Esq.
cshin@cov.com
Jeffrey M. Davidson, Esq.
jdavidson@cov.com
Amy S. Heath, Esq.
aheath@cov.com
COVINGTON & BURLING, LLP
Salesforce Tower
415 Mission Street, Suite 5400
San Francisco, CA 94105

Lindsey C. Barnhart, Esq.
lbarnhart@cov.com
COVINGTON & BURLING, LLP
3000 El Camino Real
5 Palo Alto Square, 10th Floor
Palo Alto, CA 94306

Attorneys for Uber Technologies, Inc., Respondent

Office of the Clerk
United States Court of Appeals for the Ninth Circuit
CA09_Records@ca9.uscourts.gov
95 7th Street
San Francisco, California 94103
Case No. 20-16796

STATE OF CALIFORNIA
Supreme Court of California

PROOF OF SERVICE

STATE OF CALIFORNIA
Supreme Court of California

Case Name: **RATTAGAN v. UBER TECHNOLOGIES**
Case Number: **S272113**
Lower Court Case Number:

1. At the time of service I was at least 18 years of age and not a party to this legal action.

2. My email address used to e-serve: **rogerk@knightlaw.com**

3. I served by email a copy of the following document(s) indicated below:

Title(s) of papers e-served:

Filing Type	Document Title
BRIEF	APPLICATION FOR LEAVE TO FILE AMICUS BRIEF; AMICUS CURIAE BRIEF OF KNIGHT LAW GROUP IN SUPPORT OF PETITIONER

Service Recipients:

Person Served	Email Address	Type	Date / Time
Christopher Swanson Knight Law Group LLP	chriss@knightlaw.com	e-Serve	3/1/2023 5:01:10 PM
Millie Cowley Horvitz & Levy LLP	mcowley@horvitzlevy.com	e-Serve	3/1/2023 5:01:10 PM
Mike Terry STEYER LOWENTHAL BOODROOKAS ALVARES & SMITH LLP	mterry@steyerlaw.com	e-Serve	3/1/2023 5:01:10 PM
Laura Lim Greines, Martin, Stein & Richland LLP 319125	llim@gmsr.com	e-Serve	3/1/2023 5:01:10 PM
Records Unit United States Court of Appeals for the Ninth Circuit	CA09_Records@ca9.uscourts.gov	e-Serve	3/1/2023 5:01:10 PM
Connie Christopher Horvitz & Levy LLP	cchristopher@horvitzlevy.com	e-Serve	3/1/2023 5:01:10 PM
Jeffrey Davidson Covington & Burling LLP 248620	jdavidson@cov.com	e-Serve	3/1/2023 5:01:10 PM
Cynthia Tobisman Greines Martin Stein & Richland LLP 197983	ctobisman@gmsr.com	e-Serve	3/1/2023 5:01:10 PM
Allan Steyer Steyer, Lowenthal, Boodrookas, Alvarez, & Smith LLP	asteyer@steyerlaw.com	e-Serve	3/1/2023 5:01:10

100318			PM
Beth Brinkmann Covington & Burling 129937	bbrinkmann@cov.com	e-Serve	3/1/2023 5:01:10 PM
Lindsey Barnhart Covington & Burling, LLP 294995	LBarnhart@cov.com	e-Serve	3/1/2023 5:01:10 PM
Cassandra Johnson Horvitz & Levy LLP	cstgeorge@horvitzlevy.com	e-Serve	3/1/2023 5:01:10 PM
Alana Rotter Greines, Martin, Stein & Richland LLP 236666	arotter@gmsr.com	e-Serve	3/1/2023 5:01:10 PM
Roger Kirnos Knight Law Group 283163	rogerk@knightlaw.com	e-Serve	3/1/2023 5:01:10 PM
Richard Lee Covington & Burling LLP 338126	rlee@cov.com	e-Serve	3/1/2023 5:01:10 PM
Rebecca Powell Horvitz & Levy LLP 310909	rpowell@horvitzlevy.com	e-Serve	3/1/2023 5:01:10 PM
Martin Anderson Anderson Law Firm 178422	firm@andersonlaw.net	e-Serve	3/1/2023 5:01:10 PM
Andrew August Steyer Lowenthal Boodrookas Alvarez & Smith LLP 112783	aaugust@steyerlaw.com	e-Serve	3/1/2023 5:01:10 PM
Cameron Fraser Horvitz & Levy LLP 326692	cfraser@horvitzlevy.com	e-Serve	3/1/2023 5:01:10 PM
Tionna Dolin Strategic Legal Practices, APC 299010	tdolin@slpattorney.com	e-Serve	3/1/2023 5:01:10 PM
Lisa Perrochet Horvitz & Levy, LLP 132858	lperrochet@horvitzlevy.com	e-Serve	3/1/2023 5:01:10 PM
Rebecca Nieto Greines Martin Stein & Richland LLP	rnieto@gmsr.com	e-Serve	3/1/2023 5:01:10 PM
Chris Hsu Greines Martin Stein & Richland LLP	chsu@gmsr.com	e-Serve	3/1/2023 5:01:10 PM
Amy Heath Covington & Burling LLP 312516	aheath@cov.com	e-Serve	3/1/2023 5:01:10 PM
Denis Listengourt Covington & Burling LLP	dlistengourt@cov.com	e-Serve	3/1/2023 5:01:10 PM
Payam Shahian Strategic Legal Practices, APC	pshahian@slpattorney.com	e-Serve	3/1/2023 5:01:10

228406			PM
Jeremy Rosen Horvitz & Levy LLP 192473	jrosen@horvitzlevy.com	e-Serve	3/1/2023 5:01:10 PM
Clara Shin Covington & Burling LLP 214809	cshin@cov.com	e-Serve	3/1/2023 5:01:10 PM

This proof of service was automatically created, submitted and signed on my behalf through my agreements with TrueFiling and its contents are true to the best of my information, knowledge, and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

3/1/2023

Date

/s/Roger Kirnos

Signature

Kirnos, Roger (283163)

Last Name, First Name (PNum)

Knight Law Group

Law Firm