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IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

STRIDER CONSTRUCTION CO. INC., Plaintiff, vs. IDAHO WATER RESOURCE BOARD, Defendant.	Case No. CV01-22-10932 PLAINTIFF'S OPPOSITION TO MOTION TO COMPEL STRIDER TO PRODUCE PHYSICAL EVIDENCE IN RESPONSE TO DEFENDANT'S SECOND SET OF REQUESTS FOR PRODUCTION.

I. INTRODUCTION

This Court's August 2, 2023 Order Denying Defendant's Motion to Order Return of State Property expressly stated that The Idaho Water Resource Board ("IWRB") lacked ownership in the J-Seal and that Strider Construction Co. ("Strider") had no obligation to return the J-Seal to IWRB.[1] The Court directed IWRB to request *inspection* of the J-Seal by way of formal discovery.

[1] IWRB makes a bald allegation that Strider is in violation of the August 2, 2023 Court Order. This is simply not true, as the Court did not order anything of Strider.

See Order Denying Defendant's Motion to Order Return of State Property at p. 7. Following this Order, IWRB issued its Second Set of Requests for Production to which Strider responded and agreed to make the J-Seal available for inspection at Strider's Wenatchee, Washington office or at a mutually agreeable time at Strider's counsel's office in Boise.

This entire dispute is a question as to "when" and "where" the inspection of the J-Seal will occur—not "if" the inspection will occur. As IWRB was and is aware given the briefing and argument in IWRB's fist Motion, the J Seal has been and currently is at Strider's Wenatchee office. Contrary to IWRB's inaccurate contentions, Strider has offered multiple dates and multiple locations for the inspection to occur, both in Wenatchee and in Boise. Though the J-Seal was only available in Wenatchee on the date demanded by IWRB, it has been and remains available for inspection but Strider disagrees that it must make it available at any cost as suggested by IWRB (*i.e*. flying to Boise, Idaho unnecessarily when Strider representatives will be there in the near future). IWRB complains that Strider is unilaterally determining what is "mutually agreeable" yet it is IWRB that demands that Strider bring the J-Seal to a location of IWRB's choosing, on a date of IWRB's choosing, *and* allow IWRB to inspect the J-Seal without Strider representative present.

This matter should not be before this Court as there is simply nothing to compel. Strider has repeatedly agreed to make the J-Seal available for inspection, offering multiple options, including in Boise, and, moreover, as early as October 4, 2023 (the date this motion is set to be heard). IWRB's motion is a waste of Strider's and this Court's time and resources. IWRB's Memorandum in Support of its Motion to Compel is replete with spurious allegations that Strider is making concerted efforts to not allow IWRB to inspect the J-Seal. It is a blatant misrepresentation to this Court by IWRB that Strider "fail[ed] to respond that inspection [of J-seal material] will be permitted" or "fail[ed] to permit inspection". These allegations are based on

IWRB's strained attempts to create a narrative based on cherry-picked portions of an email exchange.[2] The simple facts, ignored by IWRB, are as follows: (1) Strider never agreed to bring the J-Seal to Boise on September 13, 2023; (2) Strider offered to bring the J-Seal to Boise on November 8, 2023 (the date of Strider's Motion for Partial Summary Judgment) or on a different mutually agreeable date; (3) Strider offered to bring the J-Seal to the site inspection (previously scheduled for November and currently without a date certain it will occur); and (4) Strider repeatedly confirmed the J-Seal was available at its current location, in Wenatchee, Washington.[3]

In addition, on September 21, 2023, Strider notified IWRB that the counsel for Strider would bring the J-Seal to Boise on October 4, 2023, since counsel was traveling to Boise for the three hearings before this Court.

Strider has fully complied with its discovery obligations, making every effort to produce the J-Seal for IWRB's inspection. Strider respectfully requests this Court deny IWRB's Motion to Compel Strider to Produce Physical Evidence In Response to Defendant's Second Set of Requests for Production and award Strider its reasonable costs in responding to IWRB's motion.

II. STATEMENT OF FACTS

On June 13, 2023, IWRB served Strider with its second set of requests for production. Declaration of Jennifer Reinhardt-Tessmer ("Reinhardt-Tessmer Decl.") at ¶2. This set of requests included Request for Production No. 19 which asked Strider to "produce all physical evidence in your possession related to the lawsuit (including but not limited to, the J-seal material from the

[2] Notably, IWRB omits from its motion Strider's email response dated September 11, 2023 – two days prior to IWRB's filing of the underlying motion – in which Strider *again* offers the J-Seal for inspection and attempts to reach an agreement as to time and place.
[3] IWRB's position that Strider did not provide enough details is not credible. It is unclear what details IWRB required, but if IWRB had requested available dates and a physical address, Strider would have provided.

replaced J-seal and the new J-seal)…at the law offices of [IWRB's counsel]…in Boise, Idaho." Reinhardt-Tessmer Decl., Exhibit A.[4]

On July 18, 2023, Strider served IWRB its response to IWRB's second set discovery requests. *Id.* at Exhibit C. Pertinent here, with respect to the J-Seal samples, Strider, in addition to other objections, responded as follows:

> Strider objects to the request to the extent it demands the material be produced at the law offices of [IWRB's Counsel]. Subject to the foregoing, Strider responds that it will make the old J-seal and new J-seal material samples available for inspection by IWRB under supervision of Strider at Strider's Wenatchee offices, or its representatives **at a mutually agreeable time** at Meuleman Law Group, PLLC in Boise, Idaho.

See Declaration of Lindsay Watkins In Support of Plaintiff's Opposition to Defendant's Motion to Compel filed herewith ("Watkins Decl.") at ¶2 (emphasis added). Since its July 18, 2023 discovery responses, Strider has notified IWRB multiple times that the J-Seal is available for inspection where it was being stored in Wenatchee or it will be made available for inspection at a mutually agreeable time in Boise, providing multiple options for this to occur. Watkins Decl., Exhibit A. Further, after learning three separate motions were to be heard before this Court on October 4, 2023, Strider notified IWRB that the J-Seal would be transported to Boise on October 4. Declaration of Nicholas Korst ("Korst Decl."), Exhibit A. On the day this opposition was due to be filed, IWRB responded, now agreeing to Strider being present (conditioned on Strider's presence not delaying the inspection) but still not offering to strike the underlying motion to compel. *Id.*

IWRB's motion is premised on a request it made to Strider that the J-Seal be made available in Boise on a single date unilaterally selected by IWRB. Strider never refused to make the J-Seal

[4] Importantly, IWRB should be in possession of the "new J-Seal material" it currently demands to inspect, as Strider provided a sample of the new J-Seal material as part of the submittal process. Declaration of Jim Gebhardt In Support of Strider's Opposition to IWRB's Second Motion to Amend Case Schedule, ¶7.

available for inspection, it simply disagreed as to the one date proposed by IWRB. Moreover, IWRB materially misrepresents the record. First, IWRB relies heavily on an August 16, 2023 email, asserting that in the email, IWRB somehow requested the J-Seal be made available in Boise. *See e.g.,* IWRB's Motion at p. 5. The email, however, contains no such request. *See* Reinhardt-Tessmer Decl., Exhibit D. Rather, in the email, IWRB requested that the 30(b)(6) deposition of Strider and the personal depositions of Jim and Kyle Gebhardt be taken in Boise in mid-September and further generally requested that "evidence" be available in that time frame with specific logistics to be agreed up—no specific reference, however, is made to the J-Seal in the email or that it be available for inspection in Boise. *Id.* IWRB's August 16 email also discussed multiple other topics that counsel for both parties had been discussing, including IWRB's request to stipulate to an extension of expert report deadlines (to which Strider agreed), a proposed visit to the project site, IWRB's request for a protective order (to which Strider agreed), and supplemental document productions by both parties. *Id.*

In response, Strider objected to the depositions taking place in Boise and to several other issues raised in IWRB's email.[5] Reinhardt-Tessmer Decl. at Exhibit D, p. 2. Strider did not assert an objection with respect to the J Seals because no specific request was made which warranted an objection. Watkins Decl. at ¶3. IWRB's allegation that Strider's failure to specifically object to bringing the J-Seals to Boise in response to IWRB's August 16 email somehow resulted in an agreement it would is belied by the email itself, especially given the context of the discussion and the lack of any specific reference to the J-Seal or demand that it be available in Boise. *See* Reinhardt-Tessmer Decl. at Exhibit E, p. 2.

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[5] Strider subsequently filed a Motion for Protective Order regarding the location of depositions, which is pending as of the date of this filing.

Rather, it was not until close of business (4:38 PM PST) on August 24, in an email that excluded Strider's co-counsel, that IWRB **first** asked if the J-Seal was available on September 13 in Boise. *See Id.* at Exhibit F. Though Strider's counsel to whom the email was sent was traveling for the Labor Day holiday, Strider's counsel nevertheless made attempts to identify if there was an avenue to accommodate IWRB's request. Watkins Decl. at ¶5. Given the short timeframe requested, however, it was not possible without significant expense. *Id.* Though Strider's counsel planned to communicate this to IWRB's counsel during business hours upon returning, when Ms. Reinhardt-Tessmer emailed on the holiday (September 4, 2023 – Labor Day) referencing travel plans, Ms. Watkins immediately responded. *Id.* at ¶6. If there was any confusion as to whether Strider was bringing the J-Seal on September 13, 2023, IWRB could have contacted Strider *prior* to booking travel for its expert to inquire as to its open question. IWRB did not. Instead, leaving just five business days, IWRB apparently proceeded with making travel plans without confirmation the J-Seal would be in Boise.

Notably, as part of Strider's response on September 4, 2023, Strider indicated that if IWRB wanted to proceed with the inspection, however, it was available on that date in Wenatchee. *Id.* In addition, Strider proposed that it be inspected in November during the site inspection. *Id.* Further, in response to IWRB's subsequent objection (and mischaracterization of events), Strider stated:

> [Strider's] discovery response provides that the J Seal would be available at a mutually agreeable time at either the Wenatchee office or the Boise office. **You just recently requested that they be made available on a single date in Boise. That date is not a mutually agreeable time for Strider. That date can occur, however, in Wenatchee.** This response is entirely consistent with the discovery responses and Strider's obligations. You indicate your expert is flying, you have provided no basis for why they inspection cannot occur in Wenatchee. If the inspection must occur in Boise, I will review with Strider and provide some available dates. I am not aware of a mutually agreeable date before the deposition. We can discuss some additional dates for the deposition if that is an issue. If you need to inspect before the deposition, the J Seal is available in Wenatchee.

Id. at ¶7. Following this email, on September 8, 2023, Strider's counsel emailed IWRB's counsel *again* indicating the J Seal was available for inspection in Wenatchee and providing an earlier date for inspection *in Boise*:

> As I indicated in my earlier email, there is not a mutually agreeable date in Boise for the J Seal inspection prior to the scheduled dep [on September 19]. **Again, however, it has been and is available for inspection in Wenatchee prior to the noted deps. Let me know if there is a date that works for you to confirm.**
>
> We do intend to submit a motion for partial summary judgment to be heard **November 8 at 4pm**, so provided that date is not modified, that **would be a mutually agreeable date for inspection in Boise or as previously proposed during the site visit.** If you want to move the depositions until after that I can check on availability Also I have yet to hear back on my email regarding the site inspection. When will you be providing an update and additional detail as to the site inspection.

Watkins Decl. at ¶8 and Ex. A at p. 3 (emphasis added). Though IWRB produced its response to this email, asserting that Strider had somehow not provided specifics as to when the J-Seal would be available, IWRB notably omits from its Motion and its exhibits, Strider's response to this email, in which Strider stated as follows:

From: Lindsay Watkins
Sent: Monday, September 11, 2023 4:48 PM
To: Jennifer Reinhardt-Tessmer
Cc: Joe Meuleman; Madison Hyland; Steven Andersen; David Gardner; Nicholas Korst; Ashton Ruff
Subject: RE: strider evidence

Jennifer,

Your attempts to misrepresent my email correspondence and what has occurred is inappropriate and unproductive. When you requested one specific date in Boise to inspect the J Seal, we were looking into options to make that possible. Unfortunately, those did not come to fruition. When you inquired to confirm, I immediately informed you that the date in Boise was not a mutually agreeable date (consistent with the discovery responses), but the material would be available in Wenatchee on that same date. In addition, I have both (a) continued to inform you that it is ready and available in Wenatchee and (b) have offered available dates in Boise. What other specifics do you need? It is a physical piece of evidence. It is currently in Wenatchee at Strider's offices but Strider is willing to agree on a mutually agreeable date to bring it to Boise (and has offered multiple options). Let me know what additional questions you have or specifics you would like to know.

Id. at p. 1. Ms. Reinhardt-Tessmer did not respond to this email or call to confer, but instead filed the Motion to Compel falsely asserting Strider has "refus[ed] to produce physical evidence," resisted IWRB's "request at every turn," and is playing a "strange game of creating a moving

target, backtracking, failing to commit and imposing unreasonable stipulations.“ *See* Motion at p. 7-8.

IWRB also omits two other pertinent pieces of information in its Motion. First, on September 11, 2023, IWRB, of its own volition, vacated the scheduled depositions of Strider representatives. *Id.* at ¶9. Second, Strider and IWRB have already stipulated to exchanging expert reports in December. *Id.* at ¶10. In other words, there is no pressing need for the inspection to occur immediately and the underlying motion was completely unnecessary.

III. ARGUMENT AND AUTHORITY

Federal case law may provide persuasive authority to interpret Idaho Rules of Civil Procedure when the Idaho rules and Federal Rules of Civil Procedure are substantially similar. *Black v. Ameritel Inns, Inc.,* 139 Idaho 511, 515, 81 P.3d 416 (2003). Both the Federal Rules of Civil Procedure and Idaho Rules of Civil Procedure allow a party seeking discovery to “move for an order compelling an answer, designation, production, or inspection” if the opposing party “fails to respond that inspection will be permitted, or fails to permit inspection, as requested under rule 34.” I.R.C.P. 37(a)(3)(A); *See* Fed.R.Civ.P. 37(a)(3)(B).

A. Strider Appropriately Offered Production of the Requested J-seal Material in Wenatchee or at a Mutually Agreeable Time in Boise.

Once a party seeking to inspect a tangible thing serves a request that this inspection be permitted, the responding party may say “it is willing to permit discovery but at a different time or place or in a different manner than that requested. Unless the difference in time, place, or manner is of unusual importance this is likely to be satisfactory to the requesting party.” *Jayne H. Lee, Inc. v. Flagstaff Industries Corp.,* 173 F.R.D. 651, 655 (D. Md. 1997)(Quoting 8A Charles A. Wright, Arthur R. Miller & Richard L. Marcus, *Federal Practice and Procedure* § 2207 at 386–87 (2d ed.1994)). Under F.R.C.P. 34, which is similar to I.R.C.P. 34, there are “three appropriate

responses to a request for production: (1) an objection to the scope, time, method and manner of the requested production; (2) an answer agreeing to the requested scope, time, place and manner of the production; or (3) a response offering a good faith, reasonable alternative production, which is definite in scope, time, place or manner." *Jayne H. Lee, Inc.,* 173 F.R.D. at 656.

In this case, Strider's response to IWRB's Request for Production No. 19 seeking examination of the J-Seal material was a good faith, reasonable alternative production. It is a physical piece of material that is currently in Wenatchee, Washington. Since IWRB first requested a date in Boise to inspect the J-Seal (on August 24, 2023), neither Strider nor any of its representatives have traveled to Boise. Watkins Decl. at ¶10. Strider, therefore, agreed to allow inspection by IWRB in Wenatchee or at a mutually agreeable time in Boise. Reinhardt-Tessmer Decl., Exhibit C. Though Strider objected to the extent the request sought Strider deliver the material to IWRB's counsel's office, Strider's only condition to IWRB's inspection was that a Strider representative be present during the inspection of material that will likely be key evidence in this dispute. *Id.* If IWRB did not want to travel to Wenatchee, it must simply reach an agreement on when it will be available in Boise. There is no requirement that—solely to avoid IWRB from incurring the time and expense of traveling to Wenatchee—Strider must incur that time and expense, especially when there are multiple alternatives that would significantly reduce time and expense for *both* parties. Ultimately, IWRB's assertions are baseless. Strider did not turn discovery into a game and Strider never refused to produce the J-Seal material. In fact, the opposite is true. **Strider has (a) informed IWRB on no less than five (5) occasions that the J-Seal material is ready and available for inspection in Wenatchee, and (b) also provided IWRB three potential options for dates the J-Seal material could be brought to Boise for inspection.**

Watkins Decl. at ¶2 and 6-8. In contrast, IWRB's only request has been September 13, 2023 in Boise, a date Strider indicated was not a mutually agreeable date. *Id.* at ¶8.

Additionally, though IWRB goes to great lengths to assert (inaccurately) that Strider has somehow delayed matters, there has been no such delay and time, place, or manner is **not** of unusual importance. There are no depositions currently scheduled and IWRB has postponed the physical inspection of the dam to late December at the earliest. The discovery cutoff is not until January 22, 2024 and expert depositions can occur as late as January 26, 2024. Considering there were no pressing time constraints, nor was there an objection by Strider to the inspection occurring, there was simply no need for IWRB's filing of the underlying Motion.

B. Strider Complied With its Discovery Obligations. There is No Basis For A Motion To Compel.

If a party's request pursuant to I.R.C.P. 34 to inspect physical material is rebuffed, the party seeking discovery may move the court to compel discovery. I.R.C.P. 37(a). However, "before seeking court assistance" in a discovery dispute "a party must first attempt to resolve the matter with the opposing party." *Dauska v. Green Bay Packaging Inc.,* 291 F.R.D. 251, 258 (E.D. Wisc. 2013). The party seeking the discovery must request material from the opposing party, consult with the opposing party if there are differences, and then, if the discovery dispute is still not resolved, may file a motion to compel discovery. *Dauska*, 291 F.R.D. at 258 (citing Fed.R.Civ.P.37(a)).

Here, as an initial matter, Strider did not rebuff IWRB's request. It repeatedly agreed to produce the J-Seal for inspection. Moreover, the parties were engaged in resolving the discovery dispute (*i.e.* scheduling and logistics) without the need for court intervention. Rather than meet and confer to attempt to reach a reasonable resolution, IWRB brought this motion because Strider did not transport the J-Seal to Boise on the exact date requested by IWRB.

IWRB misrepresents a single email exchange to accuse Strider of being evasive and not allowing the inspection for some nefarious reason. Strider never agreed to bring the J-seal material to Boise on September 13, 2023. Strider continued—and continues—to be open to finding a mutually agreeable date the J-Seal could be produced in Boise and even notified IWRB that the J-Seal will be in Boise on October 4, 2023. Korst Decl., Exhibit A. Strider had also proposed November 2023, when the parties intended to perform a site visit, or November 8, 2023, when Strider would be in Boise for a motion before this Court, as potential times that IWRB could inspect the material. Reinhardt-Tessmer Decl., at ¶12. Instead of responding to these multiple proposals or scheduling an inspection in Wenatchee at a time convenient for IWRB, IWRB hastily moved for an order to compel production.

An order compelling discovery may be appropriate where a party has refused to provide evidence, but that is not the case here. Strider has provided the evidence to be inspected, but IWRB has simply disregarded ample opportunity offered to it to inspect.

In addition, IWRB's claim they are attempting to "move the case forward with deposition discovery, but…cannot do so because of Strider's refusal to produce physical evidence" is disingenuous. The agreement on deposition scheduling was not conditioned on the J-Seal inspection taking place prior to the depositions. In reality, the depositions were vacated because Strider objected to the location of the depositions and moved for a protective order for the depositions to occur remotely or at Strider's principal place of business.

The indisputable fact is that IWRB could have and can perform their inspection at any time in Wenatchee or a mutually agreeable date in Boise as early as October 4, 2023. Finally, though IWRB complains of the travel to Wenatchee, it omits that its expert would be flying into Boise for the inspection regardless. IWRB presents no explanation for why its expert could not simply travel

to Wenatchee or a nearby location or why instead Strider should simply cede to IWRB's unreasonable demand at Strider's sole, unnecessary expense.

C. Strider is entitled to be present during IWRB's inspection of the J-Seal.

One issue not raised by IWRB in its Motion is the protocol for the inspection when it does occur. IWRB has suggested that it intends to physically remove the J-Seal from Strider's presence, perform the inspection, then return it to Strider. Strider objected and demanded representative(s) of Strider be present. On the date this filing was due, IWRB finally agreed that a Strider representative may be present, subject to some conditions. Korst Decl., Exhibit A.

While this issue now appears moot, it is important to note that IWRB provides no legal authority that provides a party cannot be present during a physical inspection of evidence owned by the party requesting to be present. Strider objects to IWRB raising such caselaw or authority in its reply, but even a cursory review confirms Strider is entitled to participate in the inspection of limited, physical material. *See Rattay v. Medtronic*, Inc., No. CIV.A. 5:05CV177, 2007 WL 1417158, at *3 (N.D.W. Va. May 10, 2007) (court allowed defendant to observe the testing by plaintiff where the inspection of the medical device was the actual device at issue in the case); *See also Klick v. R. D. Werner Co.,* 38 Ill. App. 3d 575, 578, 348 N.E.2d 314, 316–17 (1976) (court held plaintiff should be allowed to have a representative present during testing where the object tested is the basis of the claim and because object to be tested was the plaintiff's evidence, and plaintiff had the right and duty to his client to control it so it will not be damaged or tampered with in any way).

D. Strider Is Entitled To Its Reasonable Fees Incurred To Respond to IWRB's Motion to Compel.

Idaho Rules of Civil Procedure require the court to order the movant to pay the reasonable attorney's fees and expenses incurred by the opposing party responding to the motion if the motion is denied. I.R.C.P. (a)(5)(B). The only exception is that the court may not award expenses if the

motion was "substantially justified or other circumstances make an award of expenses unjust." I.R.C.P. (a)(5)(B).

A motion is "substantially justified" if it raises an issue of "genuine dispute, or if reasonable people could differ as to the appropriateness of the contested action." *Doe v. Lexington-Fayette Urban County Government*, 407 F.3d 755, 765 (6th Cir. 2005)(citing *Pierce v. Underwood,* 487 U.S. 552, 565, 108 S.Ct. 2541, 101 L.Ed.2d 490 (1988)).

For the reasons stated herein, IWRB's motion to compel did not arise out of a genuine dispute nor could reasonable people conclude the motion was anything other than unjustified. After providing its discovery responses on July 18, 2023, Strider never once told IWRB it would not produce the J-Seal for inspection or even that the J-Seal was not available on the requested date. IWRB simply did not like the current location of the physical material. Nevertheless, IWRB has not made any attempt to even request or confer on a date when Strider could transport (for IWRB) the material to Boise despite multiple proposed options. IWRB presents no evidence that Strider has been evasive or acted improperly (because none exists). Rather, it is IWRB that has created this issue, failed to respond (to at least two emails with potential options in the very location demanded by IWRB), and refused to provide any other alternative. This discovery "dispute" could have been resolved with a phone call between counsel, but instead required Strider to incur costs to respond to an unnecessary motion to compel riddled with unwarranted, disparaging comments– especially considering Strider notified IWRB, six (6) days prior to this opposition being due, that in light of Strider's counsel traveling for the three pending motions, counsel would bring the J-Seal to Boise on October 4. IWRB counsel neither responded nor withdrew its motion.

A review of the briefing before the Court allows only one conclusion: IWRB was unjustified in moving the court to compel Strider to produce the J-Seal when the J-Seal has and is

available for inspection. The motion was unnecessary and Strider requests an award of reasonable fees necessary to respond to IWRB's motion pursuant to I.R.C.P. 37(a)(5)(A).

IV. CONCLUSION

By both omitting and misrepresenting correspondence, IWRB's Motion seeks to mislead this Court and distract from IWRB's unreasonable positions in what can only be viewed as an attempt to vex and harass Strider and unnecessarily drive up costs of this litigation. As set forth in correspondence to IWRB's counsel to which IWRB did not respond, this matter is simple: the J-Seal material is a physical piece of material. It is currently in one location (Wenatchee) and at a mutually agreeable time, it can be taken to Boise. Rather than respond and attempt to confer on a mutually agreeable date—or any other date for that matter—IWRB filed this Motion, polluting the record, disparaging Strider, demanding Strider pay for IWRB's costs and wasting Court resources. Then, after Strider provided yet another option for inspection in Boise as early as October 4. There is no merit to IWRB's Motion filed without justification. It should be denied and Strider awarded its fees and costs.

DATED: This 27th day of September, 2023.

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By: /s/ Joe Meuleman
Joe Meuleman
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CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of September, 2023, a true and correct copy of the within and foregoing instrument was served upon:

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[ ] Via Facsimile
[✖] **Via iCourt E-File and Serve**

DATED: This 27th day of September, 2023.

/s/ Joe Meuleman