

1 **HAHN LOESER & PARKS LLP**
Gabe P. Wright (SBN 208647)
2 One America Plaza
600 W. Broadway, Suite 1500
3 San Diego, CA 92101
Telephone: 619.810.4300
4 Facsimile: 619.810.4301
gwright@hahnlaw.com
5

6 **THOMPSON COBURN LLP**
JEFFREY N. BROWN (SBN 105520)
7 jbrown@thompsoncoburn.com
10100 Santa Monica Blvd., Suite 500
8 Los Angeles, California 90067
Tel: 310.282.2500 / Fax: 310.282.2501
9

10 EDWARD W. GRAY, JR. (SBN 80966)
egray@thompsoncoburn.com
11 1909 K Street, NW Suite 600
Washington, D.C. 20006
12 Tel: 202.585.6967 / Fax: 202.585.6969

13 **ALLEN CHESSON & GRIMES**
DOUGLAS GRIMES (*pro hac vice application pending*)
14 dgrimes@allenchesson.com
505 N. Church Street
15 Charlotte, NC 28202
Tel: 704.755.6012
16

17 Attorneys for Defendant CYBERLUX
CORPORATION
18

19 **UNITED STATES DISTRICT COURT**
20 **SOUTHERN DISTRICT OF CALIFORNIA**

21 ATLANTIC WAVE HOLDINGS,
LLC, a Virginia limited liability
22 company; and SECURE
COMMUNITY, LLC, a Virginia
23 limited Liability company,
24 Plaintiffs,
v.
25 CYBERLUX CORPORATION, a
26 Nevada Corporation;
27 Defendant.
28

Case No. 3:24-cv-00482-RBM-VET

**DEFENDANT CYBERLUX
CORPORATION'S RESPONSE TO
ORDER TO SHOW CAUSE RE
SUBJECT MATTER JURISDICTION
(DOC. NO. 33)**

Dist. Judge: Ruth Bermudez Montenegro

**NO ORAL ARGUMENT UNLESS
ORDERED BY THE COURT**

1 Defendant Cyberlux Corporation (“Cyberlux”) submits this Response to Order
2 to Show Cause Regarding Subject Matter Jurisdiction as directed by the Court in its
3 February 27, 2025, Order (“Order”). (Doc. No. 33.)

4 **I. PRELIMINARY STATEMENT**

5 As the Court is aware, there are numerous proceedings between Plaintiffs
6 Atlantic Wave Holdings, LLC and Secure Community, LLC (“Plaintiffs”), and
7 Cyberlux. This action is Plaintiffs’ second attempt to enforce their Virginia judgment
8 in California.

9 Their prior attempt commenced on December 13, 2023, when Plaintiffs filed a
10 Complaint in San Diego Superior Court, which was subsequently removed to this
11 Court on January 30, 2024, captioned *Atlantic Wave Holdings, LLC v. Cyberlux*
12 *Corporation* (Case No. 3:34-cv-00196-RBM-VET) (“AW I”).

13 In AW I, Plaintiffs sought enforcement of their Virginia judgment through
14 judicial foreclosure, injunctive relief, and appointment of a receiver. (Doc. No. 9-2, ¶
15 2, Ex. A (AW I Complaint).) After removal, Cyberlux filed an Amended
16 Counterclaim against Plaintiffs asserting, *inter alia*, that Plaintiffs are prohibited from
17 enforcing the Virginia judgment because it was entered pursuant to a settlement
18 agreement with a payment plan with which Cyberlux is complying. (*See* Doc. No. 9-
19 1, at 6:23-9:25.) Instead of litigating AW I in this Court, Plaintiffs filed a Motion to
20 Dismiss without prejudice for “the preservation of counts for future inclusion in
21 collection actions.” (AW I Doc. No. 12.)

22 In AW I, on July 1, 2024, the Court ordered the parties to show cause why
23 Defendants’ Amended Counterclaims should not be dismissed under the doctrine of
24 forum non convenience for litigation in Virginia pursuant to the parties’ settlement
25 agreement. (AW I Doc. No. 31.) On July 10, 2024, the Court stayed AW I to give
26 Defendants an opportunity to file their claims in Virginia. (*Id.*, No. 34.) This Court
27 then dismissed AW I without prejudice. (*Id.*, No. 35.) The parties are, therefore,
28 currently engaged in litigation regarding the judgment and settlement agreement in

1 Virginia pursuant to the terms of the settlement agreement.¹ Cyberlux should not be
2 denied the right to have its claims regarding the judgment and settlement agreement
3 adjudicated in Virginia as suggested by the Court in AW I before Atlantic Wave can
4 attempt to domesticate and pursue the judgment in California.

5 Well before the dismissal of AW I, on March 5, 2024, Plaintiffs initiated a
6 second attempt to enforce their judgment in California by availing themselves of the
7 procedures pursuant to section 1710.25² of the California Code of Civil Procedure
8 (“Application”). (Doc. No. 1-9.) These procedures are only available if there is not
9 already an action based on the judgment pending in the state. Civ. Proc. Code §
10 1710.55(b). Despite AW I still pending, Plaintiffs filed a petition falsely asserting,
11 under oath, that “no action based on the sister state judgment is currently pending in
12 any court in this state.” (Doc No. 1-5, § 9.)

13 Plaintiffs claim in their petition that Cyberlux owes \$1,149,866.85. In doing
14 so, they omit any reference to the fact that the judgment balance is to be paid pursuant
15 to a payment plan set out in the parties’ settlement agreement. Cyberlux, therefore,
16 returned the dispute to this Court with a timely removal based on diversity jurisdiction
17 so that it may contest Plaintiffs’ right to domesticate and enforce the judgment, which
18 violates the settlement agreement. (Doc. No. 1.)

19 _____
20 ¹ The parties are in litigation over the settlement agreement and its relationship to
21 the judgment in *Cyberlux Corporation and Mark D. Schmidt v. Atlantic Wave*
22 *Holdings, LLC and Secure Community, LLC*, Virginia Circuit Court, County of
23 Richmond, Case No. CL24002960-00 and *Cyberlux Corporation and Mark D.*
24 *Schmidt v. Atlantic Wave Holdings, LLC and Secure Community, LLC*, Virginia
25 Circuit Court, County of Richmond, Case No. CL24002919-00. (Doc. No. 28, ¶¶ 4,
26 5.) Cyberlux seeks declaratory relief and an injunction barring enforcement of the
27 judgment based on compliance with the settlement agreement. (*Id.*) Atlantic Wave
28 has initiated its own Virginia lawsuit, captioned *Atlantic Wave Holdings, Inc. et al.*
v. Cyberlux Corporation and Mark D. Schmidt, Virginia Circuit Court, County of
Richmon, Case No. CL2403910-00.

² Domestication is pursuant to the California Sister-State Money-Judgment Act
 (“SSMJA”).

1 The parties subsequently fully briefed Cyberlux’s motion to vacate the
2 judgment (“Motion”). In that briefing, Cyberlux disputes Plaintiffs’ right to
3 domesticate and enforce the judgment. Cyberlux also argues Plaintiffs failed to
4 comply with the SSMJA. (Doc No. 9-1, at 5:20-11:2.) Moreover, because Cyberlux
5 is afforded the same defenses in responding to the petition as though Plaintiffs had
6 filed a complaint, it also argues that the judgment should be vacated because it is not
7 final and unconditional, and was procured with fraud, including, but not limited to,
8 Plaintiffs’ intentional omission of the settlement agreement and its payment terms
9 despite its incorporation in the consent judgment. (*Id.*, at 5:26-9:25.) The Application
10 and Motion, therefore, embody a dispute between the parties valued at over \$1
11 million.

12 The Court’s Order seeks briefing on two jurisdictional doctrines: (1) whether
13 the Constitutional requirement of Article III standing is satisfied with a case and
14 controversy (*id.* 2-4); and (2) whether diversity jurisdiction exists (*id.* 4-5). This brief
15 prioritizes the discussion of diversity jurisdiction because the existence of the required
16 “civil action” demonstrates a case and controversy for the purpose of Article III
17 standing.

18 **II. DIVERSITY JURISDICTION EXISTS IN THIS ACTION**

19 Cyberlux pled subject matter jurisdiction based on diversity of citizenship.
20 (Doc. No. 1). Cyberlux, therefore, has the burden of showing this is a “civil action
21 where the matter in controversy exceeds the sum or value of \$75,000, exclusive of
22 interest and costs, and is between [] citizens of different States” 28 U.S.C. §
23 1332(a).

24 ///
25 ///
26 ///
27 ///
28 ///

1 The Court questions only whether this is a “civil action” and whether the
2 amount “in controversy” is sufficient. As discussed below, the dispute satisfies both
3 requirements.³

4 **A. This is a “Civil Action”**

5 1. A “Civil Action” is a Broad Term Defined Exclusively by Federal Law
6 and Applying When an Individual Seeks a Remedy in Court

7 “Federal and not state law determines whether the state court action is a ‘civil
8 action’ within the meaning of the diversity jurisdiction statute ... and also whether it
9 is a ‘civil action’ within the meaning of the removal statute.” *Quinn v. Book Named*
10 *“Sixty Erotic Drawings From Juliette”*, 316 F. Supp. 289, 292 (D. Mass. 1970)
11 (internal citations omitted); see also *Stoll v. Hawkeye Cas. Co. of Des Moines, Iowa*,
12 185 F.2d 96, 99 (8th Cir. 1950) (“The question whether a civil action is removable
13 and has been properly removed is one for the consideration of the federal court and is
14 not controlled by State law.”)

15 The federal removal statute – 28 U.S. Code § 1441 – uses the term “civil
16 action,” which was used as a substitute for “suit of a civil nature.” See Reviser’s Notes
17 relative to Sec. 1441 in Title 28 U.S.C.A; *Stoll*, 185 F.2d at 98 (“The term ‘civil
18 action’ was used in Sec. 1441 as a substitute for ‘suit of a civil nature.’”). “The
19 generally accepted definition of the term ‘suit’ is that of Chief Justice Marshall in
20

21 ³ Additionally, Federal Question jurisdiction arises as a result of the fact that the
22 assets Atlantic Wave seeks to seize through this judgment involve property of the
23 United States government pursuant to Federal Acquisition Regulation (“FAR”) Part
24 49, 48 C.F.R. 52.249-6, 48 C.F.R. 42.245-1(e), FAR Part 45, 45.104, 45.107, 45.4,
25 45.603 of Federal Acquisition Regulations, the Armed Services Procurement Act,
26 10 U.S.C. § 2301, *et. seq.*, 41 U.S.C. § 101, *et seq.* Government contractors may
27 remove actions pursuant to 28 U.S.C. § 1442. *Latiolais v. Huntington Ingalls, Inc.*,
28 951 F.3d 286, 296 (5th Cir. 2020); *Isaacson v. Dow Chem. Co.*, 517 F.3d 129, 140
(2nd Cir. 2008); *Arness v. Boeing North American, Inc.* 997 F.Supp. 1268, 1271-75
(C.D. Cal. 1998).

1 *West v. City of Charleston.*” *Stoll*, 185 F.2d at 98. In analyzing whether jurisdiction
2 was present, Chief Justice Marshall observed:

3 The term is certainly a very comprehensive one and is understood to
4 apply to any proceeding in a court of justice, by which an individual
5 pursues that remedy in a court of justice, which the law affords him. The
6 modes of proceeding may be various, but if a right is litigated between
7 parties in a court of justice, the proceeding by which the decision of the
8 court is sought, is a suit.

7 *Weston v. City Council of Charleston*, 27 U.S. 449, 464, 7 L. Ed. 481 (1829)
8 (emphasis added); *see, also, Gaines v. Fuentes*, 92 U.S. 10, 19-20, 23 L.Ed. 524
9 (1875); *Boom Co. v. Patterson*, 98 U.S. 403, 407, 25 L.Ed. 206 (1878); *Upshur*
10 *County v. Rich*, 135 U.S. 467, 474, 10 S.Ct. 651, 34 L.Ed. 196; (1890) *Federal*
11 *Housing Administration v. Burr*, 309 U.S. 242, 245-247, 60 S.Ct. 488, 84 L.Ed. 724
12 (1940).

13 2. This Matter is a Civil Action No Different From the Properly Removed
14 AW I, With Plaintiffs Seeking to Enforce a Disputed Sister-State
15 Judgment

16 The District of Maryland confronted a virtually identical scenario when it held
17 that an action to enforce a foreign judgment was removable as a “civil action.” *Weiner*
18 *v. Blue Cross of Maryland, Inc.* 730 F. Supp. 674 (D. Md. 1990). The court’s analysis
19 and reasoning are instructive and sound.

20 In *Weiner*, the Weiners secured a judgment in Florida state court that they
21 sought to enforce in Maryland state court. 730 F. Supp., at 676. As with the current
22 matter, the Weiners did not seek to add a new debtor and did not file a complaint. *Id.*
23 Instead, like the current matter, they utilized the simplified procedures afforded by
24 the state’s Uniform Enforcement of Foreign Judgments Act (“UEFJA”), permitting
25 them to file the Florida judgment in Maryland state court. *Id.*, at 677. Similar to this
26 case, Defendants removed and the Weiners moved to remand, contending that the
27 proceeding was not a “civil action,” but instead an ancillary proceeding to the Florida
28 action. *Id.*, at 676.

1 The *Weiner* court observed that, prior to the enactment of the UEFJA, “the
2 procedure to enforce the judgment of one jurisdiction in another required the filing of
3 a new suit in the second jurisdiction to enforce the judgment of the first.” *Weiner*, 730
4 F. Supp. at 676. “The suit on the judgment was an independent action . . . and thus
5 removable under 28 U.S.C. § 1441.” *Id.* (internal citations omitted). The court held
6 that the streamlined procedures afforded by Maryland’s adoption of the UEFJA does
7 not alter the removability of the dispute because it does not alter the parties’ rights
8 and defenses as follows:

9 While the Uniform Enforcement Act eliminates the need for filing of a
10 complaint and following other procedures, it does not purport to alter any
11 substantive rights or defenses that otherwise would be available either to
12 the judgment creditor or the judgment debtor if suit were filed to enforce
13 that foreign judgment. **Since the judgment debtor would be entitled to
14 remove to federal court an independent action to enforce a judgment
15 that satisfied the provisions of 28 U.S.C. § 1441, the adoption by a
16 state of an act merely to streamline the procedure should not alter
17 the right of removal which was created by Congress. To conclude
18 otherwise allows for the impermissible possibility that state
19 procedural enactments alter federal policy on a state-by-state basis.**
20 See, e.g., *Grubbs v. General Electric Credit Corp.*, 405 U.S. 699, 705, 92
21 S.Ct. 1344, 1348, 31 L.Ed.2d 612 (1972) (removal statute should have
22 “uniform nationwide application”). See also *Colonial Bank & Trust Co.
23 v. Cahill*, 424 F.Supp. 1200, 1203 (N.D.Ill.1976) (creation of new
24 remedy in lieu of judicial proceeding does not preclude removal
25 jurisdiction).

26 **Moreover, to conclude that the removability of an enforcement
27 action is dependent upon whether a complaint or a copy of the
28 judgment is filed celebrates form over substance and confers the
option of removability on the plaintiff when Congress intended that
option to be exercised by the defendant. See 28 U.S.C. § 1441.**

29 *Weiner*, 730 F. Supp. at 677-78 (emphasis added). The court “conclude[d] that when
30 the holder of a judgment seeks its enforcement in another state, the initiation of that
31 proceeding, by whatever form established by the state, is a civil action as used in 28
32 U.S.C. § 1441.” *Id.* at 678.

33 ///
34 ///
35 ///
36 ///

1 In the present case, California’s characterization of procedures pursuant to the
2 SSMJA as ancillary is not relevant.⁴ Indeed, “the adoption by a state of an act merely
3 to streamline the procedure should not alter the right of removal which was created
4 by Congress.” *Weiner*, 730 F. Supp., at 677.

5 As with the UEFJA in *Weiner*, California’s SSMJA does not alter the rights
6 and defenses of the parties. *E.g.*, *Washoe Develop. Co. v. Guaranty Fed. Bank* (1996)
7 47 Cal.App.4th 1518, 1521-1522. “A judgment entered pursuant to [the SSMJA] may
8 be vacated on any ground which would be a defense to an action in this state on the
9 sister state judgment” Civ. Proc. Code § 1710.40(a). Ultimately, it is federal, not
10 state, law that dictates whether a dispute is a “civil action.” *Quinn*, 316 F. Supp. at
11 292.

12 After AW I was properly removed to this Court, Plaintiffs blatantly utilized the
13 SSMJA to forum shop their way back into state court. Their petition presents the same
14 civil action as before in a streamlined package. This state procedure does not alter the
15 reality that this is a “civil action” pursuant to 28 U.S.C. § 1332(a). To hold otherwise
16 would permit California plaintiffs to choose whether to present identical disputes as
17 removable civil actions or non-removable ancillary proceedings.

18 **B. The Amount in Controversy Requirement is Satisfied**

19 The Court questions whether the amount stated in the judgment is in
20 controversy because it was already awarded, and Plaintiffs assert no actionable claims
21 for damages. (Order 5:8-11.) The amount stated in the judgment is in controversy as
22 _____

23 ⁴ Unlike *Weiner*, the cases cited in the Order as to whether the registration procedure
24 under the SSJMA constitutes an “action” did not analyze this question of “civil
25 action” for purposes of federal jurisdiction and standing. *See* Doc. No. 33 at 3
26 (discussing *WV 23 Jumpstart, LLC v. Mynarcik*, 85 Cal. App. 5th 596, 605 (2022)
27 (deciding California court’s lack of personal jurisdiction – not the original court –
28 over judgment debtor was not defense under the SSMJA)), 5 (discussing *Blizzard
Energy, Inc. v. Schaefers*, 71 Cal. App. 5th 832, 843 (2021) (permitting amendment
of Kansas state judgment on reverse alter-ego theory to add judgment debtor in
California state court).)

1 is Plaintiffs’ claimed right to enforce the judgment.

2 Plaintiffs’ judgment is worthless in California. “[I]t can only be enforced in this
3 state by an action or special proceeding.” Civ. Proc. Code § 1913(a). Plaintiffs initially
4 pursued an “action” in AW I, and there was no question that there was a sufficient
5 amount in controversy. Plaintiffs’ repackaged dispute in the form of an application
6 does not diminish the amount in controversy.

7 Plaintiffs’ SSMJA filing does not automatically entitle them to enforce their
8 judgment in California as though it was already awarded. For example, no sister-state
9 judgment may be entered if there is already a pending action based on the sister-state
10 judgment in California. Civ. Proc. Code § 1710.55(b). Cyberlux has claimed there
11 was already a pending action. [Doc. No. 9-1, at 6:5-19.] Moreover, as mentioned, the
12 judgment may be vacated on any ground which would be a defense to an action in
13 this state on the sister state judgment. *Id.*, § 1710.40. This includes when the judgment
14 is not final and unconditional or when it was obtained by extrinsic fraud. *See* comment
15 to Cal. Civ. Proc. Code § 1710.40; *Casey v. Hill* (2022) 79 Cal.App.5th 937, 976.
16 Cyberlux has raised, and articulated, both of these grounds in its prior briefing to the
17 Court. (Doc. No. 9-1, at 6:23-10:18.)

18 In its Motion, Cyberlux has disputed Plaintiffs’ right to domesticate the
19 judgment and has raised grounds to vacate the judgment. (Doc. No. 9-1.) If Cyberlux
20 prevails, the judgment will remain worthless in California. If it does not, Plaintiffs
21 may be entitled to take over \$1 million of Cyberlux’s California property. This is a
22 controversy, and the amount satisfies the diversity jurisdictional requirement.

23 **III. ARTICLE III STANDING IS PRESENT IN THIS ACTION**

24 In questioning Article III standing, the Court observes that this removal is
25 “unique” because Plaintiffs did not file a complaint and instead sought to domesticate
26 their judgment pursuant to the SSMJA. (Order, at 3:14-15.) Based on review of the
27 Notice of Removal and Application, the Court doubts whether Plaintiffs have asserted
28 “injuries caused by Defendants’ alleged conduct and redressable by a federal court . .

1 . . .” (*Id.*, at 3:19-21.)

2 Again, Plaintiffs have merely repackaged their AW I action, which was
3 commenced with a complaint, as a petition. This change in procedure has no impact
4 on Constitutional Article III standing. Indeed, in *Weiner*, there was no question of
5 standing despite the absence of a complaint and utilization of similar streamlined
6 procedure.

7 Plaintiffs’ petition seeks redress for alleged economic injuries, which support
8 the Article III injury in fact requirement. E.g. *Village of Arlington Heights v.*
9 *Metropolitan Housing develop. Corp.* (1977) 429 U.S. 252. Indeed, as with many
10 breach of contract cases, Plaintiffs claim Cyberlux is required to pay them to satisfy
11 an obligation. (Doc. No. 1-9.) Stated another way, Plaintiffs claim Cyberlux has
12 injured them by refusing to satisfy its financial obligation.

13 The relief Plaintiffs seek will redress the alleged injury, as required by Article
14 III. *Lujan v. Defenders of Wildlife* (1992) 504 US 55, 559-560. Indeed, Plaintiffs seek
15 the right to levy and take Cyberlux’s California property to satisfy their sister-state
16 judgment. They can only do that if a court domesticates the judgment. Civ. Proc. Code
17 § 1913(a). Because diversity jurisdiction exists, this Court has the authority to rule on
18 Cyberlux’s pending Motion and grant or deny Plaintiffs the right to enforce their
19 sister-state judgment in California.

20 This dispute was presented as a complaint in AW I and there was no question
21 that Plaintiffs had standing. Whether presented as a petition or complaint, this dispute
22 satisfies the case and controversy requirement of Article III.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **IV. CONCLUSION**

2 When the Court looks to federal law as opposed to state procedures and state
3 law, and examines the dispute that was previously presented in the form of a
4 complaint and answer in AW I as well as the full briefing in this case, it is clear that
5 Article III standing exists and diversity jurisdiction is appropriate. Cyberlux asks the
6 Court to proceed with considering its pending Motion to Vacate.

7

8 DATED: March 4, 2025

HAHN LOESER & PARKS LLP

9

10

11

By: /s/ Gabe P. Wright

12

Gabe P. Wright

13

Attorneys for Defendant CYBERLUX
CORPORATION

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

[FRCP 5(B)]

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in the County of San Diego, State of California. I am over the age of 18 years and am not a party to the within action; my business address is 600 W. Broadway, Suite 1500, San Diego, CA 92101. My electronic service address is vvalle@hahnlaw.com.

On March 4, 2025, I served the following document(s) described as:

- 1. CYBERLUX CORPORATION’S RESPONSE TO ORDER TO SHOW CAUSE REGARDING SUBJECTION MATTER JURISDICTION.**

on the interested parties in this action as follows:

BY ELECTRONIC MAIL: A copy of the foregoing document was electronically filed using the CM/ECF system which will send a notice of electronic filing to all CM/ECF participants listed below:

David M. Keithly, SBN 292101
Sara Ross, SBN 346153
Mortenson Taggart Adams LLP
300 Spectrum Center Drive,
Ste. 1200
Irvine, CA 92618
Email: dkeithly@mortensontaggart.com
sross@mortensontaggart.com

Attorneys for Plaintiffs
Atlantic Wave Holdings, LLC
Secure Community, LLC

1 BY ELECTRONIC MAIL: I caused the documents to be transmitted by
2 electronic mail to the party(s) identified on the below service list using the e-mail
3 address(es) shown. I did not receive, within a reasonable time after transmission, any
4 electronic message or other indication that the transmission(s) were unsuccessful.

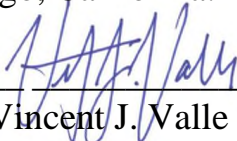
5 James K. Sadigh, SBN 140199
6 9777 Wilshire Blvd., Suite 400
7 Beverly Hills, CA 90212
8 Email: jamessadigh@aol.com
9 Attorneys for Plaintiffs
Atlantic Wave Holdings, LLC
Secure Community, LLC

10 BY U.S. MAIL (as indicated above): I deposited such envelope in an internal
11 collection basket. The envelope was mailed with postage thereon fully prepaid from
12 San Diego, California. I am readily familiar with the firm’s practice of collection and
13 processing correspondence for mailing. It is deposited with the U.S. Postal Service
14 on that same day in the ordinary course of business. I am aware that on motion of
15 party served, service is presumed invalid if a postal cancellation date or postage meter
16 date is more than one day after date of deposit for mailing in affidavit.

17 James K. Sadigh, SBN 140199
18 9777 Wilshire Blvd., Suite 400
19 Beverly Hills, CA 90212
20 Email: jamessadigh@aol.com
21 Attorneys for Plaintiffs
22 Atlantic Wave Holdings, LLC
23 Secure Community, LLC

24 I declare that I am employed in the office of a member of the bar of the court
25 at whose direction the service was made.

26 Executed on March 4, 2025, at San Diego, California.

27 
28 _____
Vincent J. Valle