Case No. B310811
IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT, DIVISION ONE

SOUTHERN CALIFORNIA GAS COMPANY,
Petitioner,

vs.

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA,

Respondent.

Petition for Review from Public Utilities Commission Resolution ALJ-391 & Decision D.21-03-001

APPLICATION FOR LEAVE TO FILE AMICUS CURIAE BRIEF IN SUPPORT OF RESPONDENT AND PROPOSED AMICUS CURIAE BRIEF

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July 30, 2021

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APPLICATION TO FILE AMICUS CURIAE BRIEF IN SUPPORT OF RESPONDENT

TO THE HONORABLE PRESIDING JUSTICE:

Proposed amicus curiae Sierra Club makes this application to file the accompanying brief in this case pursuant to California Rules of Court, Rule 8.200(c).[1]

The Sierra Club, founded in 1892, is the nation's oldest and largest grassroots environmental organization. Sierra Club is a national nonprofit organization headquartered in Oakland with 67 chapters and about 769,500 members nationwide and approximately 160,100 members in California. Sierra Club and its members are dedicated to exploring, enjoying, and protecting the wild places of the earth; to practicing and promoting the responsible use of the earth's ecosystems and resources; to educating and enlisting humanity to protect and restore the quality of the natural and human environment; and to using all lawful means to carry out these objectives. Sierra Club's environmental concerns encompass a broad range of energy issues, including the need to reduce the nation's dependence on fossil fuels and limit greenhouse gas emissions. Sierra Club is a prominent advocate for zero emissions resources to meet the

[1] No party or counsel for any party in this appeal authored the proposed amicus brief in whole or in part, and no one other than amicus and their counsel of record, made any monetary contribution intended to fund its preparation or submission.

country's energy capacity needs, as well as widespread electrification of the transportation and building sectors.

Sierra Club has previously submitted amicus briefs in cases involving questions about the scope of protections for the rights guaranteed by the First and Fourteenth Amendments, including in *Janus v. Am. Federation of State, County, & Mun. Employees Council 31*, 138 S. Ct. 2448 (2018) (concerning the fair-share rule for unions); *Grocery Mfrs. Ass'n v. Sorrell*, No. 15-1504 (2d Cir. 2015) (concerning labels to inform consumers of genetically engineered foods); and *S.B. Beach Properties v. Berti*, 39 Cal. 4th 374, 377 (2006) (concerning the scope of Code of Civil Procedure § 425.16).

The Court's decision in this matter will significantly impact Sierra Club's interests because the novel legal theories that Southern California Gas Company (SoCalGas) offers would permit regulated parties—such as state-sanctioned monopolies like SoCalGas—to evade regulatory oversight of their compliance with valid regulations and statutes.

This litigation stems in part from Sierra Club's discovery of SoCalGas's undisclosed affiliation with an entity, Californians for Balanced Energy Solutions (C4BES), that supports the use of natural gas. 1 Pet'r's App. (PA) 180–181. The California Public Utilities Commission subsequently investigated and determined that SoCalGas had improperly shuffled ratepayer funds to C4BES. 1 PA 181. Sierra Club's participation in these

proceedings makes it uniquely positioned to offer context for SoCalGas's novel constitutional claims.

Dated: July 30, 2021.

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PROPOSED AMICUS CURIAE BRIEF

I. Introduction

Southern California Gas Company (SoCalGas) is a public utility that benefits from a state-sanctioned monopoly. That monopoly comes with certain benefits: SoCalGas gets to provide natural gas to all of Southern California except San Diego. And it comes with certain restrictions: SoCalGas is highly regulated by the California Public Utilities Commission (Commission) to ensure that its monopoly status benefits ratepayers, not just SoCalGas.

This case concerns one of those restrictions, one that SoCalGas concedes is valid. SoCalGas may not use the money that it collects from ratepayers to fund its own advocacy goals. For example, SoCalGas might lobby for a prohibition on solar panels on its own dime, using shareholder funds, but it cannot take from the ratepayers' pockets to do so, using ratepayer funds.

The Commission initiated an investigation into whether SoCalGas misused ratepayer funds on advocacy to enrich its shareholders. That investigation arose after Sierra Club pointed out to the Commission, during a separate rulemaking proceeding, that SoCalGas was astroturfing—masking its involvement in an organization to create an impression that advocacy is grassroots when it is not. SoCalGas funded and supported Californians for Balanced Energy Solutions (C4BES) to carry out SoCalGas's

opposition to state and local climate policies.[2] This led the Commission to investigate whether ratepayer funds had been used to fund CB4ES. Answer of Resp't to Pet. 12–13.

As it turned out, SoCalGas did book the costs of forming an astroturf group to a ratepayer-funded account. *See id.* at 17 & n.23; *see also* Presiding Officer's Decision Ordering Remedies for SoCalGas's Activities That Misaligned With Comm'n Intent for Codes and Standards Advocacy, Rulemaking 13-11-005 (Apr. 21, 2021), https://bit.ly/2TBWBxa. And so, the Commission decided to investigate further to determine the extent of the Company's abuse of ratepayer funds. This took the form of discovery requests for (1) access to SoCalGas's accounting system, containing information on which accounts have been used to fund the advocacy costs at issue and (2) contracts between SoCalGas and certain vendors that contain identification and account numbers that could be used to understand the raw data contained in the accounting system.

SoCalGas has resisted turning over that information, claiming that doing so violates its First Amendment right to association.[3] The Commission rejected this claim in Resolution

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[2] SoCalGas makes several unsubstantiated attacks on Sierra Club in its brief. Pet. at 10, 17, 25–26. Sierra Club has already refuted those claims in a letter to this Court. *See* Sierra Club Resp. to Erroneous Allegations by SoCalGas, Doc. No. 28.

[3] SoCalGas also at times appears to raise a challenge based solely in the First Amendment's free speech guarantee. *See,*

ALJ-391, determining that its targeted investigation did not violate any associational right of SoCalGas.

That decision was correct, and this Court should deny SoCalGas's petition for review. The right of association protected by the First Amendment protects persons who come together so that they can more effectively advocate on behalf of their shared beliefs. This right protects, for example, the members of a group committed to advancing civil rights from government action that would lead to the harassment of its members, and the subsequent pressure to refrain from joining or remaining in the group. SoCalGas offers an entirely different, and entirely novel, theory of associational rights: that its relationship with the people it hires to advance its own viewpoint—anyone from public relations consultants, to caterers, to printers— is protected. That theory finds no support in precedent, and this Court should not entertain it.

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e.g., Pet. at 28. But SoCalGas does not develop or support this separate claim, and so it is likely waived. *See, e.g.*, *Cahill v. San Diego Gas & Elec. Co.*, 194 Cal. App. 4th 939, 956 (2011) ("When an appellant fails to raise a point, or asserts it but fails to support it with reasoned argument and citations to authority, we treat the point as waived.") (internal quotation marks omitted).

II. Argument

A. The Commission's investigation did not implicate SoCalGas's associational rights.

The First Amendment protects group association, but it is not implicated any time two people, or entities, are in a room. The protection extends to association for a specific purpose: "association for the advancement of beliefs and ideas." *NAACP v. State of Ala. ex rel. Patterson*, 357 U.S. 449, 460 (1958). Thus, it protects people (or entities) who come together to advocate for a cause, whether it be "political, economic, religious or cultural." *Id.* at 460–461. And it protects associations when they act as a "medium through which [ ] individual members seek to make more effective the expression of their own views." *Id.* at 459.

The precedents that outline the constitutional protection for group association make it clear that it protects "the right of citizens to associate . . . for the advancement of *common* political goals and ideas." *Timmons v. Twin Cities Area New Party*, 520 U.S. 351, 357 (1997) (emphasis added).

Sometimes the implication for association rights is direct, where a group is singled out for punishment because of the views it holds. Thus, in *Healy v. James*, a college's decision not to recognize a local chapter of Students for a Democratic Society as a student group implicated associational rights because the decision meant that the students could not gather to "use [ ] campus facilities for meetings and other appropriate purposes." 408 U.S. 169, 181 (1972). And in *Elrod v. Burns*, patronage hiring

systems implicated associational rights because they penalized persons for their association with the party out of power. *See* 427 U.S. 347, 355 (1976) ("An individual who is a member of the out-party maintains affiliation with his own party at the risk of losing his job.").

Other times, association rights are indirectly implicated because of the effects of the government action on the ability of people to collectively pursue views. In *NAACP*, a discovery request for the National Association for Advancement of Colored People's members implicated associational rights because it was "likely to affect adversely the ability of [the NAACP] and its members to pursue their *collective effort* to foster beliefs which they admittedly have the right to advocate." 357 U.S. at 462–463 (emphasis added). In *Shelton v. Tucker*, the requirement that a teacher disclose every single group in which he participated implicated associational rights for similar reasons. *See* 364 U.S. 479, 486–87 (1960) (explaining that the disclosure would likely be used to punish "teachers who belong to unpopular or minority organizations"). And in *NAACP v. Button*, a state statute that restricted NAACP's ability to solicit plaintiffs to pursue civil-rights litigation implicated associational rights because it risked "smothering . . . litigation on behalf of *the rights of members of an unpopular minority*." 371 U.S. 415, 434 (1963) (emphasis added).

SoCalGas's theory of the right of association finds no support in these cases. It argues that its contractual relationships with its "consultants, business partners and"

(unspecified) "others" are protected associations. 2 Pet'r's App. (PA) 373. They are not.

Commercial entities, of course, may sometimes band together to advocate for a shared viewpoint, and that joint advocacy may be protected. *See, e.g.*, *Sanitation & Recycling Indus., Inc. v. City of New York*, 107 F.3d 985, 998 (2d Cir. 1997) (evaluating a restriction on trade associations). But the discovery request here does not relate to that kind of activity. Instead, the activity that SoCalGas wants to protect here are the bilateral contracts that SoCalGas has signed with various vendors to carry out work solely *on SoCalGas's own behalf*.

The record here shows that the vendors work to carry out SoCalGas's objectives, not those of the vendors. 2 PA 373 (SoCalGas's declaration referring to "SoCalGas'[s] political interests"). One vendor, for example, describes the relationship as involving the provision of "professional government relations services" to and "work for" SoCalGas. 2 PA 376–377. Another described the work as "professional duties" for SoCalGas that "include public affairs and assisting clients with public messaging." 2 PA 380. A third referred to "public affairs work" for SoCalGas. 2 PA 383. The declarations that SoCalGas provided to the Commission describe these contracts as offering services for hire, not as a vehicle through which these vendors could carry out their support for the use of natural gas.

These declarations do not identify associational activity within the meaning of the First Amendment. The work under

these contracts furthers *SoCalGas's* views alone. A person cannot, put in the simplest terms, associate with himself. This likely explains why SoCalGas identifies no case that treats these outsourcing relationships as protected associations.

The line of cases that SoCalGas *does* rely on only prove the point. The disclosure of the NAACP's membership roster implicated an associational right because the NAACP "and its members [were] in every practical sense identical," in light of its organizing document's statements that the NAACP was "but the medium through which its individual members seek to make more effective the expression of their own views." *NAACP*, 357 U.S. at 459. An injunction that prevented "a cooperative union of workers" from vindicating its members' rights under labor-rights statutes implicated an associational right because the union existed to further "collective activity undertaken to obtain meaningful access to the courts" for its members. *United Transp. Union v. State Bar of Mich.*, 401 U.S. 576, 585 (1971); *see also Button*, 371 U.S. at 435–436 (invalidating "a statute broadly curtailing group activity leading to litigation").

The contrast between these associational relationships and the relationship between SoCalGas and its vendors is stark. SoCalGas's relationship with the vendors has none of the indicia of an associational relationship. The vendors are not "members" of SoCalGas in any sense; indeed, SoCalGas has no formal members or supporters who display the traditional indicia of members. Nor are SoCalGas and its vendors in any practical

sense "identical," due to their shared interests in seeing movement on an issue. And SoCalGas's advocacy does not further any rights or interests of its vendors. In short, courts have found a protected associational relationship where people joined together to take collective action to further their shared viewpoints. Here, however, SoCalGas merely hired people to further its own viewpoint.

Examining the harms that the constitutional protection for associational rights prevents makes the oddity of SoCalGas's arguments even clearer. Take cases involving disclosure of members' identities, for example. There, disclosure creates a risk that members will face reprisal because their association reveals that they hold a viewpoint that others disfavor. *See, e.g.*, *Americans for Prosperity Found. v. Bonta*, 141 S. Ct. 2373, 2388 (2021) (referring to organization's "evidence that they and their supporters have been subjected to bomb threats, protests, stalking, and physical violence"); *NAACP*, 357 U.S. at 463 (referring to NAACP members' "fear of exposure of their beliefs shown through their associations and of the consequences of this exposure"). That risk, in turn, harms the protected association because it "discourage[s] new members from joining the organizations and induce[s] former members to withdraw." *Bates v. City of Little Rock*, 361 U.S. 516, 524 (1960). In cases involving disclosure of members' views, the disclosure creates a risk that members will not feel free to voice their views. *See, e.g.*, *Dole v. Serv. Emps. Union, AFL-CIO, Loc. 280*, 950 F.2d 1456, 1461 (9th

Cir. 1991) (stating that disclosure "might well cause some Union members to cease speaking freely at meetings, or to cease attending them at all"). That risk, in turn, harms the protected association because it decreases the association's ability to bring people together to discuss and act on the issues the association was formed to address. *See id.* at 1460–461.

What harms does SoCalGas assert may befall it or the vendors here? Neither SoCalGas's declaration, nor those of its vendors, suggest they will face any reprisal because third parties will find out their viewpoints.[4] Neither SoCalGas nor its vendors argue that they will refrain from joining advocacy coalitions or withdraw from existing coalitions.

The harms SoCalGas identifies are far afield than the harms in the associational rights precedents. SoCalGas says only that it "will be less willing to engage in contracts and communications knowing that" its work with "consultants, business partners and others on SoCalGas'[s] political interests

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[4] SoCalGas states, in passing, that the Commission "seeks to deter and suppress SoCalGas's expressive activity." Pet. at 39. It offers no support for this assertion. Nor does the record support it. SoCalGas does not dispute that it did, in fact, charge ratepayer accounts for its advocacy efforts (correcting this violation only after the Commission discovered it). *See* Answer of Resp't to Pet. at 17 & n.23. The Commission's decision to investigate whether, and if so when, SoCalGas committed other instances of misusing ratepayer funds for advocacy cannot rationally be seen as an intentional effort to suppress that advocacy, as opposed to an effort to ensure that SoCalGas pays for that advocacy in a lawful way.

may be required to be disclosed," presumably meaning it will perform that work in-house instead. 2 PA 373. And its vendors say that they are concerned about harms to their *competitive edge* not to their ability to advocate for any viewpoint they hold. 2 PA at 377 (referring to "disclosure to my competitors of sensitive strategic information, the cost of responding to inquiries, and the breach of privacy"); 2 PA 381 (referring to "financial and strategic information being released to my competitors, the cost of responding to inquiries, and the breach of privacy that comes with disclosure of my contract"); 2 PA 384 (referring to "the breach of privacy that comes with disclosure of my thoughts, processes, decisions, and strategies"). The right of association guards against harms that limit an association's ability to act collectively on collectively shared views, not against commercial harms such as the loss of an opportunity to charge more for one's services. *Compare Hurley v. Irish-Am. Gay, Lesbian & Bisexual Grp. of Bos.*, 515 U.S. 557, 577 (1995) (invalidating the application of a non-discrimination ordinance to "an expressive parade" where, "as with a protest march, the parade's overall message is distilled from the individual presentations along the way"), *with New York State Club Ass'n, Inc. v. City of New York*, 487 U.S. 1, 12 (1988) (denying a facial challenge to a non-discrimination ordinance on the grounds that it hampered protected associational rights in part because it covered an association "where business deals are often made and personal

contacts valuable for business purposes, employment and professional advancement are formed").

In sum, SoCalGas's theory of the First Amendment is an aggressive, novel one that finds no support in precedent. This is not a case where SoCalGas is claiming that a government action has affected its ability to join with other likeminded entities to advocate for their shared viewpoints. This is a case where SoCalGas asserts that a government action has affected its relationships with those it pays to help SoCalGas further its own views. SoCalGas has simply not shown that the Commission's discovery request implicates any protected right of association, and this Court can decide this case on that basis.

B. In any event, SoCalGas's generic claim of a burden or chill is not sufficient to trigger heightened review.

Even if a discovery request that covers an entity's contracts with the vendors that it uses to carry out its own advocacy efforts could implicate its right to *associate*, SoCalGas has offered only a generic, unsupported assertion of a burden on that right. That is fatal to its association claim. And so, this Court need not resolve the parties' dispute over what form of heightened review would apply, or whether it is satisfied.

SoCalGas states that it must show one of two things to establish that a discovery request imposes a burden on an associational right sufficient to trigger heightened review. Pet. at 36. It can show that the disclosure of the requested information "will result in . . . harassment, membership withdrawal, or

discouragement of new members." *Dole*, 950 F.2d at 1459–60 (internal quotation marks omitted). Or it can show that the disclosure of the requested information "will result in . . . other consequences which objectively suggest an impact on, or 'chilling' of, the members' associational rights." *Id.*

It cannot make the first showing. As discussed, neither SoCalGas's declaration, nor the declarations it submitted from its vendors, identify *any* risk of harassment, much less of the kind present in associational rights cases. *See, e.g.*, *Bonta*, 141 S. Ct. at 2381 (finding a burden on associational rights where "petitioners had suffered from threats and harassment in the past," such as a statement from a contractor that he could "slit [the] throat" of the CEO "and that donors were likely to face similar retaliation in the future if their affiliations became publicly known"). As also discussed, SoCalGas has no membership, and so no vendor could "withdraw" from a membership in SoCalGas.

SoCalGas cannot make the second showing either; its declaration is equivocal, and non-specific. It does not suggest that the Commission's discovery request will have any effect on SoCalGas's associational activities as that term is used in the relevant precedents, such as its participation in trade association advocacy groups. Instead, it states that SoCalGas will have to account for "the potential disclosure of such communication in the future" and "[a]s a result, it"—which is presumably a reference to the discovery request here—"will have a chilling effect on those

communications and associations and could limit our future associations." 2 PA 373. To start, SoCalGas does not state that the Commission's targeted discovery "will" have effects that "objectively suggest" harm to SoCalGas's associational rights. *Contra Dole*, 950 F.2d at 1460. For one thing, the record here provides no basis to believe that the Commission will request similar information in the future. This request is, after all, the product of SoCalGas's specific misconduct. Unless SoCalGas means to commit future violations, SoCalGas has not provided any "objective and articulable facts, which go beyond broad allegations or subjective fears" for its claim of chill. For another, SoCalGas does not even state that there has been any effect on its protected associational activity, or even that there will be, only that the discovery request "could" do so. 2 PA 373.

SoCalGas's declaration also does not identify any other harm that will flow from disclosure to the Commission—that is, the "other consequences" that *Dole* references—that could, in turn, objectively show an effect on its associational rights. It does not claim, for example, that the Commission might impose some negative consequence on it after receiving the information. And it is fanciful to suggest that SoCalGas—which holds a state-sanctioned *monopoly*—is in any way vulnerable. *Contra Shelton*, 364 U.S. at 486 (noting that "the pressure upon a teacher to avoid any ties which might displease those who control his professional destiny would be constant and heavy").

The closest the SoCalGas declaration comes to identifying a negative consequence of disclosure is by arguing that, in one instance, the Commission conveyed unspecified "information" to a newspaper. 2 PA 374. This appears to be a reference to an article reporting on SoCalGas's practice of charging ratepayers for its advocacy. *See* Sammy Roth, *SoCalGas shouldn't be using customer money to undermine state climate goals, critics say*, L.A. Times (Nov. 22, 2019), https://lat.ms/3l0hRb9. Nothing in the article suggests, nor does SoCalGas's declaration state, that any information the newspaper obtained was confidential, harmful to its interests, or even that it had not already been disclosed in the course of a Commission proceeding. That some "information" was given to one newspaper once does not suggest that the Commission will disclose the information at issue here to the press, particularly given that SoCalGas has deemed it confidential. This amounts to nothing more than "broad allegations or subjective fear" that, under the precedent that SoCalGas urges this Court to apply, are not sufficient to establish a burden on associational rights. *Dole*, 950 F.2d at 1460.

The declarations of SoCalGas' vendors are similarly lacking. One vendor states that disclosure to the Commission of "non-public communications . . . will drastically alter how [they] associate with SoCalGas." 2 PA 376. But they offer no details about how, much less details that show that the alteration would affect protected activity, such as by decreasing it. Indeed, the same declarant later equivocates, stating only that the disclosure

has made them "reconsider whether [they] want to work and associate with SoCalGas in the future." 2 PA 377. They do not say what the outcome of that reconsideration is; presumably, they would say if they had decided to cut ties with SoCalGas. The other declarations similarly do not show, much less describe in any detail, an actual effect on association. 2 PA 380–381; 2 PA 383–384.

SoCalGas cherry picks a phrase from *Buckley*, arguing that it need only show "a reasonable probability" of a chill on its associational rights. Pet'r's Reply in Supp. of Pet. at 26 (quoting *Buckley v. Valeo*, 424 U.S. 1, 74 (1976)). It takes this phrase entirely out of context. There, the Court confronted an argument that a campaign-disclosure requirement was overbroad because it covered minor parties and independents, both of whom had little to no chance of winning an election. The Court *rejected* the idea that these groups need not demonstrate that disclosure would harm their associational interests simply because doing so might be difficult. *Buckley*, 424 U.S. at 72–73. Instead, it required them to "show only a reasonable probability that the compelled disclosure of a party's contributors' names will subject them to threats, harassment, or reprisals from either Government officials or private parties." *Id.* at 74. And it specified how they could do that: "specific evidence of past or present harassment of members due to their associational ties, or of harassment directed against the organization itself." *Id.* In other words, the Court rejected the idea that an organization can simply say, "I

am chilled" and trigger heightened scrutiny, even for organizations that, unlike SoCalGas, might be so small, or so new, that it would be difficult to make a showing of actual chill. It instead required a specific showing of a specific kind of harm.

SoCalGas runs the same play with the phrase "arguable . . . infringement" from *Perry*. Pet'r's Reply in Supp. of Pet. at 26 (quoting *Perry v. Schwarzenegger*, 591 F.3d 1147, 1160 (9th Cir. 2010)). This too is taken out of context. In *Perry*, the court stated that to trigger heightened scrutiny, a plaintiff "must demonstrate a prima facie showing of arguable [F]irst [A]mendment infringement." 591 F.3d at 1160 (ellipses and internal quotation marks omitted). It then explained how a plaintiff could do so: by satisfying the two-part test from *Dole*. *Id.* at 1161–64. So, *Perry* also does not stand for the proposition that someone can simply assert chill.

The same goes for *Bonta*, which SoCalGas quotes to support its argument that a mere claim of chill will always establish a burden on association rights. Pet'r's Reply in Supp. of Pet. at 26. *Bonta* identified a history of threats to the two association plaintiffs. 141 S. Ct. at 2381. And it relied on donor-disclosure cases, in which the organizations *had* shown a risk of harm to their members if their affiliation was disclosed. *See id.* at 2382 (discussing *NAACP*).[5]

[5] To the extent that *Bonta* could be read as accepting a lack of burden on some entities' donors, that was due only to the fact

Despite SoCalGas's claims otherwise, precedent requires it to show that the discovery request here will have consequences that objectively show that its associational rights are burdened. It has not done so, and that ends its claim. This Court thus need not address its arguments that the discovery request here does not meet heightened review.

III. Conclusion

This Court should deny SoCalGas's petition that seeks to vacate the Commission's discovery orders and to enjoin the Commission from accessing records as part of its investigation into the scope of SoCalGas's misuse of ratepayer funds for its own corporate purposes.

Dated: July 30, 2021.

Respectfully submitted,

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that it was considering a facial challenge to a scheme where "[t]he lack of tailoring to the State's investigative goals" was "present in every case." 141 S. Ct. at 2387. That is, no matter what the burden on any given association subject to the donor-disclosure requirement was, the scheme would never satisfy tailoring. *Id.* This case does not involve a one-size-fits-all policy but instead a specific set of discovery requests to one party—SoCalGas—based on cause to believe that (and eventual proof that) SoCalGas had unlawfully charged ratepayers for its own advocacy efforts.

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CERTIFICATE OF COMPLIANCE

Pursuant to Rule 8.204(c)(l) of the California Rules of Court, I hereby certify that the foregoing was produced using 13-point Century Schoolbook type including footnotes and contains approximately 4,548 words, which is less than the total words permitted by the rules of court. In making this certification, I have relied on the word count of the Microsoft Word computer program used to prepare this brief.

Dated: July 30, 2021.

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PROOF OF SERVICE

I am a citizen of the United States of America and employed in the City and County of San Francisco; I am over the age of 18 years and not a party to the within entitled action; my business address is 50 California Street, Suite 500, San Francisco, California 94111.

I hereby certify that on July 28, 2021, I electronically filed the document herein (Civil Case Information Statement) using the TrueFiling system which automatically served all of the parties to this action:

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I certify under penalty of perjury that the foregoing is true and correct.

Executed on July 30, 2021, in Oakland, California.

Rikki Weber