

Honorable David G. Estudillo

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

NATHEN BARTON,

Plaintiff

v.

JOE DELFGAUW, XANADU  
MARKETING INC., STARTER HOME  
INVESTING INC, &  
JOHN DOE 1-10

Defendant(s).

CASE NO. **3:21-cv-05610-DGE**

REPLY TO DKT 443 AND  
MOTIONS TO STRIKE PORTIONS  
OF DKTS 443 AND 404

**I. MOTIONS TO STRIKE PORTIONS OF DKT 403 AND 404**

1. Barton moves to strike allegations in Dkt. 443 (starting at 9:15): “For example, a 718 number formerly belonging to Wendy Wilson; (360) 989 number formerly belonging to Franchesca Perez, a (972) number which was determined to be his primary number in LeadPoint, and (469) 347 number formerly belonging to Antonio Huerta.” FRCP 56(c)(1) says “A party asserting that a fact . . . is genuinely disputed must support the assertion by: A) citing to particular parts of materials in the record . . .” The highlighted allegations are not in the

1 record and “Unsupported allegations made in briefs are not sufficient to defeat a motion for  
2 summary judgment,” Stanley v. Univ. of S. California, 178 F.3d 1069, 1076 (9th Cir. 1999).

3 2. Barton moves to strike Dkt 443, page 11 line 27 starting at “See screenshots taken of”  
4 through Dkt 443, page 12 line 14, as well as Exhibit D. The content of  
5 *Renttoownhomefinder.com* has no relevance to this case and should be struck.

6 3. Barton moves to strike Dkt. 444-1 and by implication the transcripts in Dkt. 444-2. No  
7 testimony establishes when these recordings were created, perhaps before or after all the  
8 events in this lawsuit. No one testified that the recordings have not been altered or that the  
9 voices soliciting goods or services speak for any Defendant in this lawsuit. No one identified  
10 the Agents in the calls. No one demonstrated the recordings are relevant.

11 4. Barton moves to strike Dkt. 444-2. The Agents in the Dkt. 444-2 transcripts don’t mention  
12 any Defendant in this lawsuit. The agent in Dkt. 444-7 is from an auto insurance company  
13 and the alleged source of an alleged text message is from the auto insurance company.

14 Where is the relevance and when/where did the Client consent to being recorded?

15 Agent (0:03): Hello, good day my name is Joshua from (inaudible) auto insurance, and it looks  
16 like you just responded from a text message we sent out to you, to help you save  
17 money on your auto insurance (inaudible), so I wanted to get just a couple  
minutes and get you started with that. So, do you currently own a vehicle?

18 The next transcript (starting at the bottom of page 4) fares no better. The caller is from “rent  
19 to own home finder”. How is that related to Xanadu or Starter Home? Then someone else is  
20 from “Lexington Law”. How is that related to Xanadu or Starter Home? The next transcript  
21 (starting at the middle of page 7) and the transcript after that (middle of page 8) are the same.

22 Who is “rent to own finder”? In the next transcript (starting at the bottom of page 8) the  
23 Client asks: “Uh, did you say that you’re with Zanadu marketing?” and the Agent denies

24 working for “Zanadu” – “Uh, no sir, it’s not marketing sir”. Then the call is transferred to

1 “inaudible” and no one ever testified that a Defendant in this lawsuit is “inaudible”. The  
2 transcript at the top of page 10 never identifies who the Agent is working for, or that the call  
3 is being recorded. The transcript at the upper middle of page 12 doesn’t name a Defendant in  
4 this lawsuit. The transcript starting in the upper middle of page 14 doesn’t mention a  
5 defendant in this lawsuit or that the call is being recorded. Nor does the transcript starting at  
6 the bottom of page 14, or the next one starting at the bottom of page 15. Or the last one.

7 5. Barton moves to strike Dkt. 444-3. No one has ever testified that this hearsay document is  
8 relevant or fits an exception to the hearsay rule.

## 9 II. Reply to Dkt. 443

10 As a child Barton enjoyed watching the comedic exploits of the Apple Dumpling Gang,  
11 Don Knotts and Tim Conway, as they schemed their way through the plot. Their machinations  
12 always failed because they just could not shoot straight, literally and figuratively. Neither can  
13 these Defendants. For example, in Dkt. 443 page 2 they make a litany of incredible claims:

- 14 • “Mr Barton has included a declaration in the body of his motion for summary  
15 judgment. That declaration as improperly before the court”. **Response:** No local rule  
16 forbids this, nor does FRCP 56, and Opposing Counsel cites no authority.
- 17 • “In both declarations he references several videos and they are not noted as exhibits  
18 attached to his Declaration in Docket 424”. **Response:** This is because they are  
19 videos and on 7/30/2024 the Court ordered Barton to mail the video evidence to the  
20 Court and Opposing Counsel, which Barton did. See Dkt. 392.
- 21 • “As of this date there are 442 entries in the court docket and none of them reference .  
22 . . . these videos”. **Response:** If none of the 442 docket entries “reference . . . these  
23 videos”, why does Opposing Counsel ask the court to “strike any reference to them”?  
24 If none of the 442 docket entries “reference . . . these videos”, why does Dkt. 423, 10,  
14-15 say: “exhibits NB323/NB324 on the USB drive in Dkt. 392.”

Page 3 fares no better.

1 • “Dkt. 252 to which Barton cites for support of the “fact” that he received texts and  
2 calls is a declaration attached to Mr. Barton’s Motion for Summary Judgment filed in  
3 November of 2022. That document is not “testimony.” and should not be taken as  
4 such.” **Response:** In Dkt 443 pages 3-5 they stipulated to all the text messages in  
5 Dkt. 252.

6 • “It is undisputed, however, that text messages were sent to [phone number (360) xxx-  
7 1019] by Xanadu Marketing Inc and Starter Home Investing, Inc. on behalf of  
8 affiliate marking partners.” **Response:** Dkt. 416 says “the parties stipulated that the  
9 opt-in provided consent to text messages only for a “specific list of partners” and that  
10 “[n]one of the text messages Starter Home or Xanadu sent to (360) 910 1019 was  
11 from this specific list of partners.””

12 Nor does page 4.

13 • “It is not stipulated and further it is disputed and denied by Defendants that phone  
14 numbers (360) 318-7867, (360)-230-6935; (360) 203-6631, (360) 203-6632, (360)  
15 203-6633, (360) 203-6634 . . . the court does not have jurisdiction or authority to rule  
16 on those texts and calls . . .” **Response:** These telephone numbers were voice calls.  
17 Dkt. 423 didn’t ask the Court to rule on the voice call numbers.

18 Or page 5.

19 • “[Barton] did not include all the calls he felt he had received in any of the multiple  
20 times he amended his complaint”. **Response:** Barton addressed this in Dkt. 423, 25:  
21 12-20. They do not cite any authority that a TCPA plaintiff must specifically list  
22 every call in the complaint, and they chose not to conduct discovery on the calls.

23 Or page 6.

24 • “It was always Mr. Delfgauw and the entities’ position that a software update  
deleted some information”. **Response:** Barton debunked this claim in Dkt. 436,  
2:8-24, and despite Barton also pointing this out to Opposing Counsel in Dkts.  
428 433, Opposing Counsel continues to ignore this elephant in the room.

**The 1019 phone number is presumptively a residential phone line**

*Leadpoint* is about a (718) number, not a (360) number, and the Defendants didn’t read  
[Hall v. Smosh Dot Com](#), 72 F.4th 983, 985 (9th Cir. 2023). Here and in *Hall* the subscriber  
provided a phone number to a minor child. The *Hall* district court dismissed the lawsuit

1 *reasoning that Hall failed to allege she was the "actual user" of the phone or the "actual*  
2 *recipient" of the five text messages at issue. The ninth circuit held the owner and subscriber of a*  
3 *phone with a number listed on the Do-Not-Call Registry has suffered an injury in fact when*  
4 *unsolicited telemarketing calls or texts are sent to the number in putative violation of the TCPA.*

5 Kerrie Barton, mother of the minor here, testified in Dkt. 388-2 [the Motion incorrectly  
6 said her testimony was in Dkt. 388-1] that the 1019 was her son's phone, her son took it between  
7 the two households, her son was bothered or annoyed by the text messages, sometimes she  
8 grounded her son and didn't let him bring the phone to his father's house, the phone got wet and  
9 was damaged on a father-son trip (after which she observed a new phone), her son didn't blame  
10 his father for the wet phone, and Barton paid for the phone service.

11 See Dkt. 388-2 starting at page 2 line 15:

12 Q. And do you have any children with Mr. Barton?

13 A. Yes. I have one son.

14 Q. And how old is he?

15 A. He's 13.

16 Q. Okay. And I'm assuming you have some sort of a joint custody arrangement?

17 A. Yes.

18 Q. Okay. Does your son -- I've agreed with Mr. Barton previously that we're not gonna name  
19 his name. Your 13-year-old son with Mr. Barton, does he have a cell phone that you're  
20 aware of?

21 A. Yes, I think.

22 Q. Does he bring that with him when he's at your place?

23 A. Yes, he does when he has it.

24 Q. Does he ever call or text you from a cell phone?

A. Sometimes. Not very often, though.

Q. Do you know what that phone number is, the last four digits?

A. The last number that I know of was -- the last four digits were 1019.

1 continuing on Dkt 388-2 page 5 line 18

2 **Q. As his mother, do you believe your son is bothered by -- bothered or annoyed by text**  
3 **messages that come onto his phone?**

4 A. Yes.

5 continuing on Dkt 388-2 page 8 line 18

6 Q. All right. When our son comes to my house from your house, has he ever forgotten to  
7 bring his phone?

8 A. Yes.

9 Q. When our son has come from your house to my house, has he ever been grounded and not  
10 allowed to bring his phone?

11 A. Yes.

12 Q. Has our -- when -- when our son has come from your house to our house, has he ever  
13 come with his phone having a dead battery?

14 A. Yes.

15 continuing on Dkt 388-2 page 10 line 10

16 Q. When you -- when our son returns to your house from my house, do you check what cell  
17 phone he has with him or if he has a cell phone with him?

18 A. No.

19 Q. You mentioned that, recently, there were issues with the 1019 phone. What do you know  
20 about those issues?

21 A. I know that what our son told me was that on an outing with you to a lake or some body  
22 of water, that somehow the phone got wet and it wasn't working anymore.

23 Q. Did our son blame me?

24 A. No.

Q. Have -- since you heard about the damage to that phone, have you ever seen that phone  
again?

A. No.

Q. Did J[redacted], shortly after, come to your house from my house with a new phone?

A. Yes.

Q. If I told you that Jonathan got his 1019 phone and phone number in 2020, would that  
surprise you or do you believe that could be correct?

1 A. I don't know.

2 continuing on Dkt 388-2 page 11 line 13

3 Q. Okay. Who, to your knowledge, has paid for the 1019 phone number?

4 A. You have.

5 Let's further compare with *Hall*. The *Hall* plaintiff allowed her son to use the phone "at  
6 times". Presumably like Barton, Ms. Hall had a different cell phone for herself, "as she did not  
7 allege that she was "the *actual user* of the phone number to which Defendants sent the text  
8 messages [or] the *actual recipient* of those messages."

9 Opposing Counsel argues that a parent and three children (Kerrie Barton's son is one of  
10 Barton's three) can only share one residential phone line between them. Would this Court say to  
11 Elon Musk (father of 12 with three women) – only one residential phone line for the lot of them?

12 Published opinion [Chennette v. Porch.com](#), 50 F.4th 1217, 1225 (9th Cir. 2022) holds  
13 that *plaintiffs' [NDNC] registered cell phones that are used for both personal and business*  
14 *purposes are presumptively "residential" within the meaning of § 227(c)*. "[T]he presumption is  
15 if a cell phone subscriber registers the number, it is "residential."” [Dawson v. Porch.Com](#), 2:20-  
16 cv-00604-RSL, 9 (W.D. Wash. Nov. 13, 2024). The Defendants conceded the point by failing to  
17 address any of the five *Chennette* factors.

18 **Defendants present another sham declaration**

19 Dkt. 443, 10:15-17 says:

20 Barton opted in because when he opted in, he interacted with text  
21 message and we know that because the IP address that corresponds with  
22 the optin, [sic] is the same IP address matches the corresponding click  
23 from the text messages.

24 Four reasons why this doesn't work. First, "Conclusory, non-specific statements in  
affidavits are not sufficient, and 'missing facts' will not be 'presumed.'" [Eun Jung v. Liberty Mut.](#)

1 [Fire Ins.](#), No. C22-5127RSL, 5 (W.D. Wash. Feb. 27, 2023). Second, it was tried before and  
 2 Barton addressed it in Dkt. 406 starting at page 6, line 12 through page 10. He further debunked  
 3 link clicking starting at page 12, line 6. Third, it doesn't work because in Dkt. 416:

4 But the parties stipulated that the opt-in provided consent to text  
 5 messages only for a "specific list of partners" and that "[n]one of the text  
 6 messages Starter Home or Xanadu sent to (360) 910 1019 was from this  
 7 specific list of partners." (Dkt. No. 378 at 2, ¶ 6.) Assuming that to be  
 8 true, Defendants/Counterclaimants cannot claim they had a  
 9 representation of consent to send text messages from the non-partner  
 10 entities to begin with.

11 And fourth, Delfgaw provided yet another sham declaration. They say "The Opt-In IP  
 12 address was 71.238.123.34. The IP address from the text was 71.238.123.34." and they point to  
 13 "Ex. C" which appears to be Dkt. 444-3. This? Doesn't this leap require a missing fact or two?

	ip	datetime
n	71.238.123.34	4/1/2021 14:04
n	71.238.123.34	4/9/2021 18:29
14	8.8.8.8	4/13/2021 17:58
n		4/13/2021 17:58
15	8.8.8.8	4/30/2021 15:50
n		4/30/2021 15:50

16 Is their new allegation the 4/1/2021 event is an opt in, and the 4/9/2021 event is a link  
 17 click? If so, they testified otherwise. *Educationschoolmatching.com*, owned by Xanadu  
 18 Marketing (Dkt 378 ¶9) is the sole website at issue in this lawsuit. Dkt. 276, 4:4-6. Xanadu was  
 19 noticed for a 30(b)(6) deposition and testified about this 4/9/2021 event. The deposition notice is  
 20 in Dkt. 407-1 and their testimony is in Dkt. 407-4.

21 They were asked to provide a witness prepared to testify 12) All the reasons why each  
 22 line of data (Figure 2 in the deposition notice) is in this table and 13) All the ways a line of data  
 23 can be added to this data table. Figure 2 is the data from Dkt. 205-2 and during the deposition it  
 24

1 was renamed to Exhibit C. Barton Dec Dkt. 407 ¶2. Xanadu Marketing testified about the April  
2 9<sup>th</sup> event again and again and again, unshakable that it was an opt in. Starting at Dkt. 407-4,  
3 page 7, line 11:

4 Q But you can't testify for sure that each of these one, two, three, four, five, six, you can't  
5 testify that each of these six rows represent an opt-in?

6 A I can only go with what the data shows me and the data is there six times. I mean I  
7 suppose I can find out, but **it looks like the April 1st, the April 9th were the opt-ins.**  
8 The 13th and the 30th I'm not a hundred percent sure.

9 Q So the six of these rows are or are not opt-ins.

10 A I don't know. It could be. We've had times before where people have sent the text  
11 message and it showed up because it went into the system and that's why there was no IP  
12 because they were sending a message, so that has happened as well. **I know that the first  
13 two are opt-ins.** I don't know about the other four, but I can find out.

14 Q **When you say the first two, you mean the April 1 and the April 9?**

15 A **Yep.**

16 continuing on Dkt. 407-4 page 9 line 7

17 Q Is the April 1, 2020 row an opt-in or not.

18 A April 1 and April 9th look like opt-ins based upon the IP address, yes.

19 Q They just look like opt-ins.

20 A They're opt-ins.

21 continuing on Dkt. 407-4 page 9 line 23

22 Q Can you testify that the April 1st, 2021 must be an opt-in?

23 A I can, will and am testifying that those two are opt-ins.

24 continuing on Dkt. 407-4 page 92 line 15

Q So I am opening Exhibit XA1 and I'm looking for Admission 102. Admit or deny that  
opt-ins that you alleged caused you injury by Barton are all from 71.238.123.34. Is that  
correct that all the opt-ins that you claim caused you injury from me are from this IP  
address?

A **I am claiming that the first two opt-ins from April 1st and April 9th are from that IP  
address, yes.**

Q **And those are the ones that in your countersuit you claim caused you injury?**

1 A It could have been responses to -- it could have been a variety of things that caused injury,  
2 but **those are the ones that opted in that started the whole injury.**

3 continuing on Dkt. 407-4 page 116 line 20

4 Q Or January 12, 2021. **When did you say the opt-ins occurred?**

5 A **April 1st and April 9th, I believe.**

6 continuing on Dkt. 407-4 page 118 line 24

7 Q Is this the only information you have that says that I opted in from this IP address?

8 A This is the information we have that matched the IP address **to the opt-in on April 1st  
9 and on April 9th**

10 Xanadu Marketing testified about the April 9 event again and again, unshakable that it  
11 was an opt in. Clicking a link in a received text is not an opt in and Xanadu knew the difference.

12 Xanadu testified starting on Dkt. 407-4 page 53 line 11:

13 Q So if you sent a text message to the 1019 number and I clicked on a link, it would then  
14 show up in this report [Figure 2 / Exhibit C / Dkt. 205-1]?

15 A Yes. It could show up in this report, yes.

16 Q Yes it could show up or it would show up.

17 A It should show up. Let me say it like that. It should show up. **It should be in this report**

18 Now they want to change their testimony that April 9 was a link click but [Snapp v.](#)  
19 [United Transp. Union](#), 889 F.3d 1088, (9th Cir. 2018) prevents them from doing so without a  
20 good reason or explanation. "Cypress may raise an objection if Hynix seeks to introduce  
21 contradictory evidence without good reason or explanation." [Cypress Ins. Co. v. SK Hynix Am.,](#)  
22 [Inc.](#), Case No. 2:17-CV-00467-RAJ, 3 (W.D. Wash. Feb. 14, 2019).

23 **The Defendants concede Delfgaw's personal involvement in the wrongdoing**

24 Dkt. 423 starting at page 16 cited example after example of Delfgaw's actions and  
inactions that led to Barton's injuries. All Mr. Delfgaw could muster in response was a sham  
declaration that fails *Eun Jung*. Like Dkt. 444 ¶18, saying: "I do not decide which numbers get  
contacted and which do not", opposite of his deposition testimony. Dkt. 423, 18:22-19:9. And

1 that “[Delfgaw] did not write the program or provide the information, verify the information, or  
2 otherwise enter the information.” *Id* at ¶18. And finally: “I have less than five employees, of  
3 whom I have personally trained two”, a Jason Parish (never disclosed as a witness in the case)  
4 and an Anna Cole who testified she didn’t work for Starter Home or Xanadu in 2021 or 2022.<sup>1</sup>

5 Q First I understand that we established that you're Angie Cole.

6 A Angela, but yes.

7 Q Angela Cole. Do you work for Starter Home, Incorporated or Xanadu Marketing,  
8 Incorporated?

9 A No.

10 ∴

11 Q Do you work for Mr. Delfgaw?

12 A I work for Tex Caliber.xx

13 ∴

14 Q Okay. Was that what you did in 2021?

15 A Yep.

16 Q And you did the same in 2022?

17 A Correct.

18 Delfgaw’s declaration on this subject is conclusory, self-serving, and lacks detailed facts  
19 and supporting evidence. It also did not rebut, disavow, or refute:

- 20 1. Delfgaw knows his entities are calling without consent.
- 21 2. He expects consumers to make his companies stop calling them
- 22 3. He chooses to believe that “when people get a text that they don't want, they reply  
23 stop” instead of checking if telephone numbers have changed hands.
- 24 4. He is personally aware entities are entering false information into his websites and  
he set the policy of not verifying the accuracy of the information.
5. Delfgaw himself choose not to use Captcha to remove bots from  
*educationschoolmatching.com*

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<sup>1</sup> Starting at page 4 line 22 of Exhibit A of Barton’s declaration.

1 6. He and his companies don't look to see if individual opt ins are legitimate. He  
2 testified in his individual capacity "We go by the statistics of the opt-out rate".

3 7. Delfgauw chose not to scrub the calling numbers against the NDNC database.

4 8. Delfgauw knew Tort Experts didn't want their goods and services solicited via  
5 texts, and Delfgauw knowingly caused it to be anyway, resulting in Barton  
6 receiving three texts the 1019 phone would not have received had Delfgauw  
7 obeyed the contract.

8 The Defendants said: "Mr. Delfgauw actively controls the day-to-day  
9 operations of Xanadu and Starter Home." (Dkt. 394, 3:9-10.) which makes sense  
10 because he testified (Dkt. 398-1 17:9):

11 I mean I run the company [Starter Home]. I assign people to do their jobs  
12 and so I guess I'm not exactly sure what you're -- what you're asking. I  
13 mean when you own a company and you're the manager, you tell people  
14 what to do.

15 Corporations don't break the law, corporate agents do. Delfgauw testified  
16 that he ran Starter Home, he managed Starter Home, and he told Starter Home's  
17 workers "what to do". Washington State law says:

18 "Washington courts extend personal liability to corporate officers who  
19 supervised, directed, or approved wrongful business conduct" [Hoffman](#)  
20 [v. Logan](#), No. 81887-2-I, 9 (Wash. Ct. App. Jul. 26, 2021).

21 And see [Dawson v. Porch.Com](#), 2:20-cv-00604-RSL, 25 (W.D. Wash. Nov. 13, 2024).

22 With regards to liability for a CEMA violation [plaintiff must show  
23 defendant] "assist[ed] the transmission" [which means] acts taken to  
24 provide "substantial assistance or support" enabling another to  
"formulate, compose, send, originate, initiate, or transmit a commercial  
electronic text message when the actor "knows or consciously avoids  
knowing" that the message is unlawful. RCW 19.190.010(1). To the  
extent Ehrlichman built, authorized, directed, and participated in  
GoSmith's text message campaign, his conduct would qualify as assisting  
in the transmission for purposes of CEMA.

1 **I don't like calling people liars**

2 But some people struggle with the truth. Opposing Counsel said (starting at Dkt. 443,  
3 page 10, line 27): *The checking of the box is consent; that box is not pre checked, a person*  
4 *actually has to check the box when they check that box. It says right on the check, "I agree to*  
5 *receive solicitations calls to up to 3 times per week, as many times as 3 times per week, possibly*  
6 *more."* Where does the image text say: *as many times as 3 times per week, possibly more?*

7   
8  By checking and clicking submit I agree and expressly grant my consent to the site  
9 and their partners\* to contact me regarding programs and offers via email or  
10 telephone using automated technology to any wireless number I have provided in  
11 order to provide me with important information and exclusive offers. I understand that  
12 message & data rates may apply. I also acknowledge that I may receive up to 3  
13 messages per week. Reply STOP to the message to end all messages. Text HELP for  
14 customer service or call (800) 370-6254. I have read and agree to the Terms of Service  
15 and the Privacy Policy. Consent to such promotional message is not a condition of  
16 purchase.\*

11 **Conclusion**

12 Mr. Delfgaw should be held personally liable for all the calls because he did not contest  
13 any of the evidence of his personal involvement in the calls that caused Barton's injury.

14 In Dkt. 423 alleged Starter Home sent 43 text messages but the Defendants corrected  
15 Barton's math and stipulated to all 44 text messages in Dkt. 252. It is uncontested 16 of them  
16 were initiated on behalf of Xanadu. The Court should enter a judgement against Starter Home  
17 for 44 x \$500 CEMA violations (\$22,000), against Xanadu for 16 x \$500 CEMA violations  
18 (\$8,000), and against Mr. Delfgaw for 44 x \$500 CEMA violations (\$22,000).

19 The proposed jury instructions *they filed* stipulated that all of the text messages were  
20 solicitations. Was it also filed due to mistake, fraud and a lack of meeting of the minds? No.  
21 Binding ninth circuit caselaw says the 1019 number is presumed residential and the Defendants  
22 didn't rebut a single *Chennette* factor. Nor did they contest that the 1019 number was placed on  
23 the NDNC registry more than 31 days prior to all calls at issue.

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(signed)

January 6, 2025

(Dated)

Nathen Barton  
(469) 347 2139  
4618 NW 11<sup>th</sup> Cir  
Camas WA 98607  
[FarmersBranch2014@gmail.com](mailto:FarmersBranch2014@gmail.com)

LCR 7(e)(3) Certification

I hereby certify this Reply contains 4,200 or fewer words.



Nathen Barton

January 6, 2025

Date

**I. CERTIFICATE OF SERVICE**

I hereby certify that on January 6, 2025, I electronically filed the foregoing with the Clerk of the Court using the Court’s CM/ECF System, which will automatically generate a Notice of Electronic Filing to all parties in the case who are registered users of the CM/ECF System, which includes the Defendant. The said Notice of Electronic Filing specifically identifies recipients of electronic notice.

/s/ Nathen Barton

Nathen Barton