

**Appendix 3**

ELLIS GEORGE LLP  
Eric M. George (SBN 166403)  
egeorge@ellisgeorge.com  
Trent Copeland (SBN 136890)  
tcopeland@ellisgeorge.com  
2121 Avenue of the Stars, 30th Floor  
Los Angeles, California 90067  
Telephone: (310) 274-7100  
Facsimile: (310) 275-5697

K&L GATES LLP  
Ryan Q. Keech (SBN 280306)  
Ryan.Keech@klgates.com  
Kevin S. Asfour (SBN 228993)  
Kevin.Asfour@klgates.com  
Keian Vahedy (SBN 316708)  
Keian.Vahedy@klgates.com  
10100 Santa Monica Blvd., 8th Floor  
Los Angeles, California 90067  
Telephone: (310) 552-5000  
Facsimile: (310) 552-5001

Attorneys for Plaintiff Jacquelyn “Jackie”  
Lacey (in her individual capacity and as trustee  
of the D and J Lacey Family Trust)

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

JACQUELYN “JACKIE” LACEY, in  
her individual capacity; and  
JACQUELYN “JACKIE” LACEY as  
trustee of the D and J Lacey Family  
Trust dated November 23, 2016,

Plaintiff,

v.

STATE FARM GENERAL  
INSURANCE COMPANY, an Illinois  
corporation, and DOES 1-50, inclusive,

Defendant.

Case No. 2:24-cv-05205-FMO-MAA

*Judge: Hon. Fernando M. Olguin*

**PLAINTIFF JACQUELYN  
“JACKIE” LACEY’S BRIEF IN  
SUPPORT OF OBTAINING  
RELEVANT, NON-PRIVILEGED  
DOCUMENTS FROM  
DEFENDANT STATE FARM  
GENERAL INSURANCE  
COMPANY**

Pursuant to the Special Master’s instructions on April 7, 2025, Plaintiff Jacquelyn Lacey, individually, and as trustee of the D and J. Lacey Family Trust Dated November 23, 2016 (“Plaintiff”) submits this brief to further address defendant State Farm General Insurance Company’s (“State Farm”) unjustified withholding of relevant, non-privileged documents and communications in its privilege log.

**I. PRELIMINARY STATEMENT**

This motion presents a focused and practical request: that the Court exercise its authority under California Evidence Code § 915(a) and (b) to conduct an in camera review of a discrete set of documents for which Defendant State Farm asserts attorney-client privilege or work product protection, despite lacking a sufficient factual or legal basis for doing so. The essential issue before the Court is whether State Farm may shield from discovery internal claims handling communications – many involving no attorneys, and created in the ordinary course of business – based solely on generalized and repetitive assertions of privilege that fail to meet the threshold burden required by law.

At the center of this case is a fundamental question: Did State Farm act in bad faith when it denied or delayed coverage for the Laceys’ claim? That inquiry necessarily turns on the conduct and state of mind of the decision-makers—specifically, State Farm’s claims adjusters—whose internal communications and reasoning during the claims process are directly at issue. Yet State Farm now seeks to withhold precisely those communications through boilerplate assertions of privilege, despite failing to demonstrate that any recognized legal privilege in fact applies.

Plaintiff challenges only a narrow subset of the documents identified in State Farm’s privilege log—specifically, those highlighted in red and green in Exhibit B to Plaintiff’s April 4, 2025 Letter Brief to the Special Master. The red entries concern communications between claims representatives made during the ordinary course of claims handling, while the green entries reflect internal discussions about purported

508432015.1

1 "opinions" of outside counsel, though it is unclear whether those opinions were ever  
2 formally requested or provided as legal advice. Crucially, many of these documents  
3 were created at or near key decision points—when the claim was first tendered, when  
4 coverage was denied, and when it was later accepted under a reservation of rights—  
5 making them highly relevant to the bad faith analysis.

6 State Farm's privilege log does not provide individualized or substantive  
7 justifications for withholding these documents. Instead, it relies on uniform, cut-and-  
8 paste assertions that offer no meaningful detail on the nature or context of the  
9 communications. This lack of specificity precludes both Plaintiff and the Court from  
10 evaluating the legitimacy of the privilege claims. Moreover, State Farm has already  
11 selectively disclosed portions of the same communications, raising serious concerns  
12 about waiver and fairness.

13 Evidence Code § 915(b) is tailored for precisely this type of discovery dispute.  
14 Where, as here, a prima facie showing has been made that the claimed privilege may  
15 not apply, and the proponent has failed to substantiate its claim, the Court is expressly  
16 authorized to conduct an in camera review to resolve the issue. This mechanism is  
17 not only appropriate but necessary to safeguard the integrity of the discovery process,  
18 particularly where withheld documents go to the heart of the case.

19 Plaintiff's request is modest, narrowly tailored, and consistent with both  
20 statutory authority and principles of fairness. A limited in camera review of these  
21 selected documents (or a subset of these challenged documents) will allow the Court  
22 to determine whether State Farm's privilege claims are valid or merely an attempt to  
23 shield relevant, discoverable evidence. Because these documents bear directly on the  
24 conduct and state of mind of the claims personnel whose decisions are central to the  
25 bad faith claim, Plaintiff respectfully requests that the Court grant the request for in  
26 camera review pursuant to Evidence Code § 915(a) and (b).

## II. LEGAL STANDARD

Under California Evidence Code section 915(a), when a party claims that a communication is privileged, the court may conduct an *in camera* review to determine whether that claim is valid, especially where there is a dispute or uncertainty regarding the scope or waiver of the privilege.<sup>1</sup> *People v. Superior Court*, 25 Cal.4th 703, 725 (2001) (“A trial court has broad discretion to review materials *in camera* to determine whether a claimed privilege applies.”); *see also Costco Wholesale Corp. v. Superior Court*, 47 Cal.4th 725, 739 (2009) (Court did not preclude *in camera* review entirely. It suggested that *in camera* review may be proper when there’s a sufficient showing that the privilege may not apply — *e.g.*, because of waiver, third-party involvement, or a lack of legal content.)

As the Ninth Circuit has counseled, it is not the purpose of the attorney-client privilege “to permit an attorney to conduct his client’s business affairs in secret.” *Matter of Fischel*, 557 F.2d 209, 211 (9th Cir. 1977). Therefore, caution should be taken to apply the privilege strictly to ensure that “[a]n attorney’s involvement in, or recommendation of, a transaction does not place a cloak of secrecy around all the incidents of such a transaction.” *Id.* at 212. Countless authorities make clear that “a litigant cannot cloak business information in privilege by involving an attorney in the communication of business matters.”

## III. STATE FARM IS WITHHOLDING RELEVANT, NON-PRIVILEGED DOCUMENTS WITHIN ITS PRIVILEGE LOG

### A. State Farm Cannot Make a *Prima Facie* Showing That the “Dominant Purpose” For Its Redacted/ Withheld Documents Is For Legal Advice.

<sup>1</sup> While section 915 would preclude reviewing the billing records in their entirety, to the extent they disclose privileged information, it does not preclude the review of redacted versions. *Lincoln General Ins. Co. v. Ryan Mercaldo LLP*, No. 13 CV 2192-W (DHB), 2015 WL 12672143 at \*5 (S.D. Cal. July 31, 2015) (ordering that plaintiff reduce amount of redactions to billing records to “provide more information about the general nature of the services performed without revealing privileged communications, or attorney thought processes.”)

1 California law requires that a party asserting the attorney-client privilege bears  
2 the burden of establishing the preliminary facts necessary to support its application.  
3 *Costco, supra*, 47 Cal.4th at 733; *Wellpoint Health Networks, Inc. v. Superior Court*,  
4 59 Cal.App.4th 110, 119 (1997). As the party seeking to withhold responsive  
5 documents based on the attorney-client privilege or work product doctrine, State  
6 Farm must show why Plaintiff's request for production and/or *in camera* review  
7 should not be granted. *Mancini v. Ins. Corp.*, Case No. 07-cv-1750-L(NLS), 2009  
8 WL 1765295, at \*1 (S.D. Cal. June 18, 2009).

9 The California Supreme Court in *Costco* held that the "proper procedure" to  
10 determine whether the attorney-client privilege applies is to consider "the dominant  
11 purpose of the relationship" rather than the dominant purpose of a particular  
12 communication. *Costco, supra*, 47 Cal.4th at 734 ("**If... the dominant purpose of  
13 the relationship was not that of attorney and client, the communications would  
14 not be subject to the attorney-client privilege and therefore would generally be  
15 discoverable.**") *Id.* at 740 (emphasis added).

16 As explained by *Ivy Hotel San Diego, LLC v. Houston Casualty Co.*, Case No.  
17 10-cv-2183-L, 2011 WL 4914941 (S.D. Cal. Oct. 17, 2011), in the context of a bad  
18 faith case, "[t]he attorney-client privilege would not be applicable if [the insurance  
19 company's] dominant purpose was to have [the law firm] provide business advice or  
20 act as an claims adjuster." *Id.* at \*4; *Aetna Cas. & Surety Co. v. Superior Court*, 153  
21 Cal.App.3d 467, 476 (1984) ("Where the evidence sought is directly at issue... a  
22 party should not be allowed to use privilege as both a sword and a shield."); *Zurich  
23 American Ins. Co. v. Superior Court*, 155 Cal.App.4th 1485, 1503 (2007)  
24 ("**Communications by corporate employees that are not made at the direction of  
25 counsel or for the purpose of legal advice are not privileged.**")

26 State Farm cannot meet its burden here, as its counsel's factual assertions are  
27 not sufficient to establish State Farm's privilege case. *See, e.g., League of California  
28 Cities v. Superior Court*, 241 Cal.App.4th 976, 991 (2015) (upholding trial court's

508432015.1

1 finding that litigation attorney’s representations were insufficient to establish  
2 privilege and applicability of Evidence Code section 915). It is not enough to claim  
3 that as long as an attorney provides any legal advice, that *per se* turns “the dominant  
4 purpose” of the relationship into one of attorney-client rather than adjuster-insurance  
5 corporation. This argument is untenable because it ignores *Costco*’s instruction to  
6 evaluate the purpose of the relationship as a whole. Indeed, in *Costco*, the  
7 communication at issue was made directly to legal counsel for the purpose of  
8 obtaining legal advice. In contrast, many of the communications at issue here do not  
9 involve legal counsel, and were exchanged between claims adjusters discussing  
10 routine claim handling activities. These communications are business-oriented, not  
11 legal in nature, and do not fall within the scope of the attorney-client privilege.  
12 Additionally, other communications were originated from a claims adjuster/handler  
13 and were sent directly to “State Farm Claim File” without any indication of how,  
14 when or where an attorney communication was involved. *Costco, supra*, 47 Cal.4th  
15 at 739 (“The privilege... applies only when the client intends to seek legal advice and  
16 the communication is made for that purpose.”)

17 Many courts have explained that while the attorney might be retained to both  
18 adjust a claim and provide legal advice, the question of whether the communications  
19 are privileged hinges on what purpose predominated. *See, e.g., Cason v. Federated*  
20 *Life Ins. Co.*, Case No. C-10-0792 EMC, 2011 WL 1807427, 2 (N.D. Cal. May 11,  
21 2011). Because the test is a holistic one, a few needles of legal advice amongst a  
22 haystack of claims adjusting does not turn a predominantly claims adjusting  
23 relationship into an attorney-client relationship. There are also multiple district court  
24 cases in which parties have been ordered to produce communications after a finding  
25 that the dominant purpose under the *Costco* analysis was not attorney-client. *See,*  
26 *e.g., Syncora Guarantee Inc. v. EMC Mortg. Corp.*, Case No. MC 13-80037 SI, 2013  
27 WL 2552360, \*3 (N.D. Cal. Jun. 10, 2013) (finding that “dominant purpose” of  
28 relationship under *Costco* was not that of attorney-client, ordering production).

508432015.1

Suffice to say, the dominant purpose of State Farm’s redacted and withheld communications is to seek business advice and discuss claims handling functions, not legal advice. See *Costco, supra*, 47 Cal.4th at 735; *Davis v. City of Santa Ana*, 51 Cal.App.5th 1094, 1115 (2020). Its privilege log identifies 519 redactions and documents, each uniformly withheld as: “legal communications, oversight, opinions and strategy involving litigation counsel.” Approximately 44 entries (color-coded as green) and 248 entries (color-coded as red) are claims file notes created by and between State Farm’s claims representatives in the ordinary course of business. And as argued before the Special Master, these entries do not comport with the description. State Farm fails to identify even a single attorney that was either (a) the author or contributor of the “privileged” documents; or (b) a party to an allegedly confidential communication with State Farm. And the examples of this are both

| Team Manager Comments                                                                                                                                                                                                  |        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Date and Time Change Made: 11-18-2020 09:35:08 AM                                                                                                                                                                      |        |
| Changed By: Marks, Richard                                                                                                                                                                                             |        |
| Jamie, please review for authority to disclaim coverage to David Lacey for defense and indemnification and provide a defense to Jacquelyn Lacey subject to a ROR for the suit filed against David and Jacquelyn Lacey. |        |
| Date: 08-05-2024                                                                                                                                                                                                       | Page 3 |

STATE FARM CONFIDENTIAL INFORMATION  
Distribution on a Business Need to Know Basis Only

SF-CF (PLUP) 000074

| FIRE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Claim Number: 75-12X4-70C | RBZ000XR |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------|
| Jacquelyn Lacey is the Los Angeles District Attorney who was running for re-election. Local BLM members had been protesting Mrs. Lacey's re-election as he failed to meet with them as allegedly agreed. On the date of loss the group was protesting in front of the Lacey's home early in the morning. At approximately 5 a.m., the three protesters, (plaintiffs) approached the door of the insureds and rang the doorbell. When the insureds failed to answer the door on the first ring, the protesters rang the doorbell again. Mr. Lacey opened the door with handgun and pointed it at the protesters telling them to get off of his porch and threatened to shoot them. The insureds are represented by personal counsel. A criminal complaint was filed against Mr. Lacey for misdemeanor assault. |                           |          |
| The three plaintiffs Dr. Melina Abdullah, Dahlia Ferlito and Justin Marks filed suit in Los Angeles County Superior Court for Negligence, Civil Rights Violations, Assault and Battery, and Intentional Infliction of Emotional Distress.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                           |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                           |          |
| Please advise if you have any questions or suggestions. Richard Marks 11/18/20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |          |

expansive and egregious.

For example, State Farm’s privilege log contains voluminous copy-and-paste entries stating, “redaction of claim note reflecting legal communications, oversight, opinions, and strategy involving coverage counsel,” withheld as “ACP, AWP.” But

508432015.1

upon review of the documents themselves, the authors identified are claims adjusters,

|                                                                                                                                                                                                                                    |                             |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------|
| 03-30-2021 - 12:07 PM CDT                                                                                                                                                                                                          | Performer: Brookins, Pierre | Office: COWNPHX |
| File Note: Casualty Pending                                                                                                                                                                                                        |                             |                 |
| Participant:                                                                                                                                                                                                                       | COL / Line (Participant):   |                 |
| Category: Pending                                                                                                                                                                                                                  | Sub Category:               |                 |
| Investigation                                                                                                                                                                                                                      |                             |                 |
| <ul style="list-style-type: none"><li>Finalize potential for damages</li><li>MSJ outcome for Jacquelyn Lacey</li><li>Coverage questions surrounding false imprisonment for David Lacey</li><li>Review Amended Complaints</li></ul> |                             |                 |
| Liability                                                                                                                                                                                                                          |                             |                 |
| <ul style="list-style-type: none"><li>Finalize Liability</li></ul>                                                                                                                                                                 |                             |                 |
| Damages/ Evaluation                                                                                                                                                                                                                |                             |                 |
| <ul style="list-style-type: none"><li>Obtain damage docs that outline claimants damages</li><li>Respond to PL counsel regarding rates</li></ul>                                                                                    |                             |                 |
| 03-30-2021 - 11:20 AM CDT                                                                                                                                                                                                          | Performer: Brookins, Pierre | Office: COWNPHX |
| File Note: Casualty Claim Note                                                                                                                                                                                                     |                             |                 |
| Participant: ELLIS GEORGE CIPOLLONE                                                                                                                                                                                                | COL / Line (Participant):   |                 |
| Category: Authority                                                                                                                                                                                                                | Sub Category:               |                 |
| NI atty has provided this letter challenging the rate that we have advised that we are willing to pay in this matter. Insured Cumis Counsel is providing case law showing cases where higher rates have been considered            |                             |                 |
|                                                                                                                                                                                                                                    |                             |                 |
| 03-16-2021 - 6:22 PM CDT                                                                                                                                                                                                           | Performer: Bray, Joyce      | Office: COWNPHX |

Date: 08-05-2024

Page 4

not lawyers (*e.g.*, Richard Marks, Pierre Brookins, Jamie Johnson, and Stacey Allman). The communications are internal, identifying the recipients of the communications as “State Farm Claim File,” rather than a person. See *e.g.*, SF-CF-(PLUP) 000074-75:

See also, SF-CF (PLUP) 000028:

Each of the above examples, *albeit limited given the page limits*, are claims file notes entered by claims adjusters assigned to handle the Lacey’s claim file in the regular course of their business, none of which are addressed to counsel for legal opinions, nor are they attorney-work product. Rather, these internal notes reference the adjusters’ recommendations, pending activities, and discussion with other State Farm claims representatives regarding the Lacey’s insurance claim. *National Steel Products Co. v. Superior Court*, 164 Cal.App.3d 476, 489 (1985) (“Internal memoranda or claims file materials, although they may discuss legal theories, litigation tactics or potential liability, are not privileged unless they are written by or at the direction of counsel and prepared for the purpose of transmitting information to counsel for legal advice.”)

What *Costco* also reaffirmed is the long-standing principle that “a client cannot protect unprivileged information from discovery by transmitting it to an attorney.”

508432015.1

1 *Costco, supra*, 47 Cal.4th at 735. Indeed, “[b]ecause an in-house lawyer often has  
2 other functions in addition to providing legal advice, the lawyer’s role on a particular  
3 occasion will not be self-evident as it usually is in the case of outside counsel.”  
4 *Minebea Co., Ltd. v. Papst*, 228 F.R.D. 13, 21 (D.D.C. 2005). Accordingly, “courts  
5 impose a higher burden on in-house counsel to ‘clearly demonstrate’ that advice was  
6 given in a legal capacity.” *Neuberger Berman Real Estate Income Fund, Inc. v. Lola*  
7 *Brown Trust No. 1B*, 230 F.R.D. 398, 411 n.20 (D. Md. 2005) (citation omitted).

8 And the principle applies equally here with regard to State farm’s coverage  
9 counsel. To justify withholding communications with coverage counsel, the  
10 “lawyer’s role as a lawyer must be primary to her participation” in the  
11 communication. *In re Vioxx Prods. Liability Litig.*, 501 F. Supp. 2d 789, 798 (E.D.  
12 La. 2007). Communications with in-house counsel are not privileged to the extent  
13 they “would have been made because of a business purpose,” regardless of whether  
14 there may have been a “perceived additional interest in securing legal advice.”  
15 *McCaugherty v. Siffermann*, 132 F.R.D. 234, 238 (N.D. Cal. 1990). *See also, e.g.,*  
16 *Upjohn Co. v. U.S.*, 449 U.S. 383, 395-96 (1981) (ACP only protects  
17 communications from client to attorney, and not disclosure of underlying facts).  
18 Based on the foregoing, *Plaintiff has made* a factual showing that State Farm’s claims  
19 file notes may not be privileged.

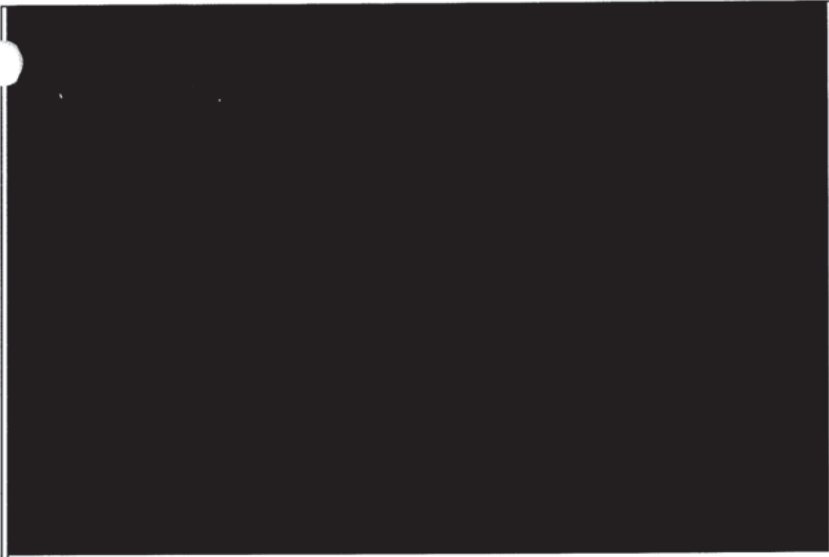
20 **B. In Camera Review Is Warranted Because the Claims Adjusters’**  
21 **Conduct Is the Core of the Bad Faith Claim and Cannot Be Shielded.**

22 This case turns on what State Farm’s claims personnel did, when they did it,  
23 and why. The internal communications reflect the evaluative process that led to State  
24 Farm’s decisions regarding its initial denial of coverage to David Lacey. Indeed,  
25 State Farm seeks to withhold from disclosure even the very first entry into its claims  
26 file titled “**New Suit Notification.**” This communication has been entirely redacted  
27 and reflects the entry as having been made into the file by a claims representative –  
28 without reference to an attorney (or even a communication with an attorney)

508432015.1

1 whatsoever. The wholesale redaction reflected in SF-CF (HO) 000110 is a further  
2 illustration of this point:.

3 SF-CF (HO) 000110

|                                                                                    |                             |                           |          |
|------------------------------------------------------------------------------------|-----------------------------|---------------------------|----------|
| FIRE                                                                               |                             | Claim Number: 75-G151-9K3 | RBZ00015 |
|  |                             |                           |          |
| 11-02-2020 - 9:55 AM CST                                                           | Performer: Brookins, Pierre | Office: COWNPHX           |          |
| File Note: New Suit Notification                                                   |                             |                           |          |
| Participant:                                                                       | COL / Line (Participant):   |                           |          |
| Category: Litigation                                                               | Sub Category:               |                           |          |

15 In sum, to allow State Farm to hide those very communications would defeat  
16 the truth-seeking purpose of discovery in bad faith litigation. *Lipton v. Superior*  
17 *Court*, 48 Cal.App.4th 1599, 1619 (1996) (“A party may not use the privilege as both  
18 a sword and a shield.”)  
19

20 Courts frequently conduct *in camera* review of communications in appropriate  
21 circumstances. *See, e.g., Minebea Co., Ltd. v. Papst*, 228 F.R.D. 13, 21 (D.D.C.  
22 2005) (ordering communications produced after *in camera* review: “Because an in-  
23 house lawyer often has other functions in addition to providing legal advice, the  
24 lawyer's role on a particular occasion will not be self-evident.”). Here, review is  
25 imperative given the lack of integrity of State Farm’s privilege log more generally.

26 *First*, the issue remains that the description for every entry in State Farm’s  
27 privilege log is nearly the same: “Redaction of claim note reflecting legal  
28 communications, oversight, opinions and strategy involving litigation counsel.”

1 These kinds of inaccuracies alone can justify *in camera* review. *See, e.g., Hohider v.*  
2 *United Parcel Service, Inc.*, 257 F.R.D. 80, 84 (W.D. Pa. 2009) (*in camera* review is  
3 justified where “doubts” are present regarding the assertions and descriptions in a  
4 privilege log).

5 *Second*, with regard to communications between State Farm’s claims  
6 representatives and coverage counsel, there is also no basis to withhold unless such  
7 communications include the request or receipt of “legal advice.” Communications  
8 reflecting or containing coverage counsel’s “impressions” or opinions of litigation  
9 counsel and/or litigation counsels’ strategy are not privileged. California courts are  
10 especially skeptical of overbroad privilege assertions in bad faith insurance litigation,  
11 where the insurer’s claims conduct is directly at issue. *See, Booth v. Allstate Ins. Co.*,  
12 198 Cal.App.3d 1357, 1366 (1989) (“An insurer cannot assert privilege to shield  
13 evidence of bad faith.”)

14 Here, State Farm has not provided sufficient information for Plaintiff to even  
15 evaluate whether its coverage counsel was engaged in anything other than “claims  
16 investigation activities.” Indeed, it is hard to imagine what legal advice, if any, State  
17 Farm could be seeking day after day for the entirety of its claim handling. There is  
18 no basis for redacting claims representative documents, especially where this bad  
19 faith action challenges State Farm’s “oversight, opinions and strategy,” all of which  
20 prejudiced Plaintiff in the underlying matter. *See Nei v. Travelers Home and Marine*  
21 *Ins. Co.*, 326 F.R.D. 652 (2018) holding that attorney-client privilege does not apply  
22 when an attorney acts as a claims adjuster, supervisor, or investigation monitor rather  
23 than a legal advisor).

#### 24 **IV. CONCLUSION**

25 For the foregoing reasons, the Special Master should order those red and green  
26 color-colored entries from State Farm’s privilege log be submitted to the Special  
27 Master for *in camera* review and, if appropriate based on such review, order them  
28 produced to Plaintiff.

508432015.1

1 Dated: April 14, 2025

2 Respectfully Submitted,

3 ELLIS GEORGE LLP

4  
5 By: /s/ Trent Copeland

6 Eric M. George  
7 Trent Copeland

8 Attorneys for Plaintiffs  
9 Jacquelyn “Jackie” Lacey and  
10 Jacquelyn “Jackie” Lacey as trustee  
11 of the D and J. Lacey Family Trust  
12 Dated November 23, 2016  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28