

DEC 16 2025

CLERK OF THE SUPERIOR COURT

By Quinta Acapio Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

MARCUS VAUGHN, et al,

No. RG17-882082

Plaintiffs/Petitioners,

ORDER ON (1) MOTION TO COMPEL  
ARBITRATION (HENDRIX) AND (2)  
MOTION TO COMPEL ARBITRATION  
(PARKER)

v.

TESLA, INC, et al,

Date: 12/12/25

Defendants/Respondents.

Time: 9:30 a.m.

Dept.: 15

The Court heard the motion of Tesla to compel arbitration (Hendrix) and the motion of Tesla to compel arbitration (Parker) on December 12, 2025, in Department 15, the Honorable Peter Borkon presiding. Counsel appeared on behalf of Plaintiffs and on behalf of Defendant. After consideration of the issues, as well as the oral argument of counsel, IT IS ORDERED: Both of Tesla's motions to compel arbitration (Hendrix) and (Parker) are DENIED.

1 **WAIVER – LAW**

2 In *Quach v. California Commerce Club, Inc.* (2024) 16 Cal.5<sup>th</sup> 562, 583, the California  
3 Supreme Court held that the California Arbitration Act (“CAA”) was intended to put arbitration  
4 agreements on the same level as other contracts, but not to create special rules that favor  
5 arbitration. The California Supreme Court adopted the reasoning and conclusion in *Morgan v.*  
6 *Sundance, Inc.* (2022) 142 S.Ct. 1708. *Quach* held: “In determining whether a party to an  
7 arbitration agreement has lost the right to arbitrate by litigating the dispute, a court should treat  
8 the arbitration agreement as it would any other contract, without applying any special rules based  
9 on a policy favoring arbitration.”  
10

11 *Quach*, 16 Cal.5<sup>th</sup> at 584–585, reasoned: “The waiving party's knowledge of the right  
12 may be “actual or constructive.” ... Its intentional relinquishment or abandonment of the right  
13 may be proved by evidence of words expressing an intent to relinquish the right or of conduct  
14 that is so inconsistent with an intent to enforce the contractual right as to lead a reasonable  
15 factfinder to conclude that the party had abandoned it. ... The waiver inquiry is exclusively  
16 focused on the waiving party's words or conduct; neither the effect of that conduct on the party  
17 seeking to avoid enforcement of the contractual right nor that party's subjective evaluation of the  
18 waiving party's intent is relevant. ... To establish waiver, there is no requirement that the party  
19 opposing enforcement of the contractual right demonstrate prejudice or otherwise show harm  
20 resulting from the waiving party's conduct.” (See also *Sierra Pacific Industries Wage and Hour*  
21 *Cases* (Dec. 9, 2025) 2025 WL 3524981 [applying *Quach*].)  
22

23 ///

24 ///

1 **WAIVER – FACTS**

2 In October 2023, when opposing Plaintiffs’ motion for class certification Tesla asserted  
3 that “From at least 2016 onwards, all or almost all workers that Tesla hired directly signed  
4 arbitration agreements, thereby agreeing to arbitrate all disputes arising out of or relating to their  
5 employment.” Plaintiffs thereafter sought production of all arbitration agreements in Request for  
6 Production of Documents (“RPD”), No. 188. In November 2023, the Court advised Tesla that if  
7 it failed to produce arbitration agreements in discovery that Tesla might not be permitted to seek  
8 arbitration under those agreements. (Pltf oppo at 6-7.)  
9

10 On May 24, 2024, Plaintiffs moved to have Plaintiffs Hendrix and Parker appointed as  
11 additional class representatives. On June 5, 2024, Tesla filed its non-opposition to adding  
12 Plaintiffs Hendrix and Parker as class representatives, “conditioned on completion of further  
13 discovery and developments in the case, including whether the new class representatives are in  
14 fact qualified (standing, adequacy, typicality, etc.) to serve as class representatives.” (6/5/24  
15 Tesla Non-Opp.).  
16

17 On June 10, 2024, the Court granted the motion to have Hendrix and Parker approved as  
18 adequate and typical class representatives. The Order states: “The court will permit Tesla to file  
19 a motion for reconsideration “based on further discovery or developments in the case.” ... The  
20 court ORDERS that Tesla must file any motion for reconsideration so it can be heard Wednesday  
21 8/14/24.” (*Vaughn v. Tesla, Inc.* (Cal. Super. 6/10/2025) 2024 WL 5319306.)  
22

23 On June 20, 2024, Plaintiffs filed the Third Amended Complaint (“3AC”) adding  
24 Plaintiffs Hendrix and Parker. (6/20/24 3AC). The 3AC’s caption asserts “individual” claims for  
25 Hendrix and Parker. The 3AC at para 3 states “Hendrix, and Parker are seeking, on behalf of  
26 themselves, and the Class and subclasses they seek to represent, declaratory and injunctive relief;

1 back pay; front pay; etc.” The 3AC at paras 34-45 alleges facts in support of individual claims  
2 by Hendrix and Parker.

3 The July 12, 2024 CMC statement states: “Tesla reserves rights to challenge the new  
4 named plaintiffs’ status as class representatives as memorialized in the Court’s orders on the  
5 relevant motions.” Tesla did not, however, file motions to compel Hendrix and Parker to  
6 arbitrate their claims so they could be heard on Wednesday August 14, 2024. Tesla delayed  
7 filing motions to compel Hendrix and Parker to arbitrate their claims until November 21, 2025.  
8

9 Between June 20, 2024, when Hendrix and Parker were added to the complaint and  
10 November 21, 2025, when Tesla filed the motions to compel arbitration, the parties have  
11 vigorously prosecuted and defended this case. On December 7, 2023, Parker’s deposition began,  
12 but it was cut short. (Schwartz, Dec, para 9-12.) On June 20, 2025, Tesla served deposition  
13 notices for Parker and Hendrix. (Schwartz, Dec, para 18.) On July 1, 2025, Plaintiffs responded  
14 to Tesla’s Sample Class Member Interrogatories on Mr. Parker’s behalf. (Schwartz, Dec, para  
15 21.) On November 17, 2025, the Court decertified the class.  
16

17 Between June 20, 2024, when Hendrix and Parker were added to the complaint and  
18 November 17, 2025, when the Court decertified the class, the Court has conducted regular Case  
19 Management Conferences, and the discovery referee has conducted numerous conferences. The  
20 Court has issued many orders related to discovery, jury instructions, and various other matters.  
21

22 On November 21, 2025, Tesla filed the motions to compel arbitration.

23 ///

24 ///

25 ///

1 **WAIVER – ANALYSIS**

2 The Court finds that plaintiffs have demonstrated by clear and convincing evidence that  
3 Tesla knew of the contractual right to arbitration and intentionally relinquished or abandoned it.  
4 (*Quach v. California Commerce Club, Inc.* (2024) 16 Cal.5th 562, 569.)

6 **Tesla knew of the contractual right to arbitration**

7 The Court finds by clear and convincing evidence that Tesla knew that many of its  
8 employees had signed arbitration agreements. Tesla argued arbitration in opposition to class  
9 certification. Tesla has been to the Court of Appeal twice in this case on the issue of arbitration.  
10 (*Vaughn v. Tesla, Inc.* (Cal. Ct. App., May 21, 2019, No. A154753) 2019 WL 2181391 [plaintiff  
11 Marcus Vaughn]; *Vaughn v. Tesla, Inc.* (2023) 87 Cal.App.5th 208 [plaintiffs Monica Chatman  
12 and Evie Hall].)

14 The Court finds by clear and convincing evidence that Tesla knew that Hendrix and  
15 Parker had signed arbitration agreements. The Court can reasonably infer that when Plaintiffs  
16 added Hendrix and Parker as named plaintiffs that Tesla reviewed their personnel files and  
17 discovered that they had the arbitration agreements that Tesla now seeks to enforce. (*Quach*, 16  
18 Cal.5th at 586 [“we conclude it is “highly probable” that Commerce Club knew of its right to  
19 compel arbitration”].)

22 **Tesla relinquished or abandoned its right to seek to enforce the arbitration agreements.**

23 Before turning to the facts of whether Tesla intentionally relinquished or abandoned its  
24 right to seek to enforce the arbitration agreements, the parties have a foundational dispute over  
25 whether Hendrix and Parker started the prosecution of their individual claims (1) on June 20,  
26

1 2024, when they were added to the complaint or (2) on November 17, 2025, when the Court  
2 decertified the class. (Tesla Reply at 5:21-24.) The Court finds that Hendrix and Parker started  
3 the prosecution of their individual claims in this case when they were added to the complaint on  
4 June 20, 2024.

5 As a matter of law, a plaintiff is added to the case as a party no later than the date they are  
6 added to a complaint filed in court. (*Chambers v. Santa Cruz City School Dist.* (1987) 193  
7 Cal.App.3d 518, 520 fn2 [“when a new party is added to the action, the action commences as to  
8 him on the date of the order adding him as a party or on the date of filing of the pleading naming  
9 his as a new party”].) Hendrix and Parker were added to the case on June 20, 2024. The 3AC in  
10 the caption and at paras 3 and 34-45 state they are asserting individual claims. Tesla could have  
11 filed its motions to compel Hendrix and Parker to arbitrate their claims at any time after June 20,  
12 2024.  
13

14 As a matter of experience in this case, Tesla filed motions to compel arbitration regarding  
15 plaintiffs Marcus Vaughn, Monica Chatman, and Evie Hall when they were named plaintiffs in  
16 this case even though the case was a putative class action at the time. (*Vaughn v. Tesla, Inc.*  
17 (Cal. Ct. App., May 21, 2019, No. A154753) 2019 WL 2181391[plaintiff Vaughn]; *Vaughn v.*  
18 *Tesla, Inc.* (2023) 87 Cal.App.5th 208 [plaintiffs Chatman and Hall].) If Tesla could file motions  
19 to compel arbitration regarding plaintiffs Vaughn, Chatman, and Hall when they were plaintiffs  
20 in a putative class action, then Tesla could certainly file motions to compel arbitration regarding  
21 plaintiffs Hendrix and Parker when they were added as named plaintiffs to the complaint.  
22

23 Plaintiffs filed a motion to amend the complaint to add 531 persons as additional  
24 plaintiffs. The Court denied that motion. (*Vaughn v. Tesla, Inc.* (Cal. Super. 2/26/25) 2025 WL  
25 747598.) Those 531 persons were not named plaintiffs in this case even though they might have  
26

1 been absent class members who would have benefited from and been bound by any class  
2 judgment on the identified issues. If those persons had been added to the complaint as plaintiffs,  
3 then Tesla could have filed a motion to compel arbitration as to each person who had an  
4 arbitration agreement with Tesla. In contrast, Hendrix and Parker were already named plaintiffs  
5 in this case. Being identified as a party in a complaint has significance.

6 The Court now turns to the facts on the issue of waiver.

7  
8 First, Tesla actively engaged the judicial machinery generally while Hendrix and Parker  
9 have been plaintiffs. It is inconsistent for a party to seek judicial resolution of issues in court and  
10 to subsequently assert that the dispute should not be resolved in court. (*Semprini v. Wedbush*  
11 *Securities Inc.* (2024) 101 Cal.App.5th 518, 530 [waiver where for “nine months Wedbush  
12 engaged in conduct inconsistent with an intent to compel arbitration, including motion practice  
13 and discovery”]; *Hofer v. Boladian* (2025) 111 Cal.App.5th 1, 17 [“waiver by a party who  
14 waited six months to move to compel arbitration—using the interim months to seek provisional  
15 relief, to propound discovery, to indicate in its case management statement a desire for a jury  
16 trial as well as arbitration, and to post jury fees”].)

17  
18 Second, Tesla has actively engaged the judicial machinery specifically with regard to  
19 Parker. In October 2023, the parties agreed that Parker’s deposition would proceed on December  
20 7, 2023. On December 7, 2023, Parker’s deposition began, but it was cut short. On December  
21 20, 2023, Tesla resumed Parker’s deposition. (Schwartz, Dec, para 9-12.) On June 20, 2025,  
22 Tesla again served a deposition notice for Parker regarding his adequacy and typicality as class  
23 representative. (Schwartz, Dec, para 18-19, PX 16.) On July 1, 2025, Plaintiffs responded to  
24 Tesla’s Sample Class Member Interrogatories on Mr. Parker’s behalf. (Schwartz, Dec, para 21.)  
25  
26



1 Third, Tesla has actively engaged the judicial machinery specifically with regard to  
2 Hendrix. On June 20, 2025, Tesla served a deposition notice for Hendrix regarding her adequacy  
3 and typicality as class representative. (Schwartz, Dec, para 18-19, PX 17.).

4 Fourth, Tesla deferred seeking arbitration for the 17 months from June 20, 2024, when  
5 Hendrix and Parker were added to the complaint until November 21, 2025, when Tesla filed the  
6 motions to compel arbitration. The Court can infer from that delay that Tesla intentionally  
7 relinquished or abandoned its right to seek to enforce the arbitration agreements. (See cases  
8 cited at Oppo pp 11-12 and fn 7.)

9 Tesla argues that the Court should excuse its delay under several theories. First, Tesla  
10 argues that it has at various times stated that it was reserving the right to take actions at later  
11 dates. On June 5, 2024, Tesla filed its non-opposition to adding Plaintiffs Hendrix and Parker as  
12 class representatives, “conditioned on completion of further discovery and developments in the  
13 case.” (6/5/24 Tesla Non-Opp.). The July 12, 2024 CMC statement states: “Tesla reserves rights  
14 to challenge the new named plaintiffs’ status as class representatives as memorialized in the  
15 Court’s orders on the relevant motions.”

16 Tesla’s statement on June 5, 2024, that it might do something in the future based on  
17 “completion of further discovery and developments in the case” is immaterial because Tesla  
18 knew as of June 5, 2024, that Parker and Hendrix had arbitration agreements. This is not a  
19 situation where Tesla discovered new facts or reasonably delayed filing a motion until there was  
20 a material change in the law. Furthermore, Tesla’s statements that it might do something in the  
21 future is not equivalent to actually doing something. In *Quach*, 16 Cal.5th at 570, the California  
22 Supreme Court held that a defendant waived its right to seek arbitration where it had asserted the  
23 affirmative defense of arbitration but had waited 13 months to file its motion to compel  
24  
25  
26



1 arbitration. *Martin v. Yasuda* (9th Cir. 2016) 829 F.3d 1118, 1125-1126, states: “A statement by  
2 a party that it has a right to arbitration in pleadings or motions is not enough to defeat a claim of  
3 waiver.”

4         Second, Tesla argues that the class certification order of 5/17/24 suggested that it did not  
5 need to file motions to compel arbitration against Hendrix and Parker until they filed separate  
6 civil actions. (*Vaughn v. Tesla, Inc.* (Cal. Super. 5/17/24) 2024 WL 2786025.) The class  
7 certification order states both “Each Tesla worker who wants to recover damages must file a  
8 separate lawsuit” (2024 WL 2786025 at \*1) and “Tesla may raise issues regarding arbitration  
9 when Tesla workers file civil actions” (2024 WL 2786025 at \*21). Following the class  
10 certification order, Hendrix and Parker were then added as parties to this civil action on June 20,  
11 2024. As of June 20, 2024, Hendrix and Parker were plaintiffs in a civil action and Tesla could  
12 have filed motions to compel arbitration after that date.

13  
14         Third, Tesla argues that filing a motion to compel Hendrix and Parker to arbitrate would  
15 have been futile because after the class certification order the case was limited to the class claims  
16 for injunctive and declaratory relief. A court order granting class certification might shift the  
17 focus of the case to the class claims but it does not dismiss the claims of the named plaintiffs.  
18 The plaintiffs retain their individual claims and while they assert claims on behalf of a certified  
19 class.

20  
21         Fourth, Tesla argues that filing a motion to compel Hendrix and Parker to arbitrate would  
22 have been futile because the arbitration agreements state that the arbitrator may resolve only  
23 individual claims and after the class certification order there were no individual claims. This  
24 misreads the class certification order, which states that the Court would resolve the three  
25 common particular fact issues on a class basis and that Tesla workers would need to prosecute  
26

1 their claims for damages as individuals. Hendrix and Parker started prosecution of their  
2 individual claims for damage when they were added to the 3AC.

3 The motion of Tesla to compel arbitration (Hendrix) is DENIED based on waiver. The  
4 motion of Tesla to compel arbitration (Parker) is DENIED based on waiver.

5  
6 TEMPORAL SCOPE OF ARBITRATION AGREEMENT

7  
8 Plaintiff Hendrix started working at Tesla on or about December 10, 2020, but did not  
9 sign the Tesla arbitration agreement until March 29, 2021. The Hendrix arbitration agreement  
10 states that it applies to “disputes that may arise in connection with your employment” and that  
11 “your first date of employment will be 4/05/2021.” (Flesch Dec., Exh A.) Therefore, even if  
12 there were no waiver, Hendrix would not be required to arbitrate any claims that arose during the  
13 four months from her first date of work at Tesla on or about December 10, 2020, until she signed  
14 the arbitration agreement on March 29, 2021. (*Vaughn v. Tesla, Inc.* (2023) 87 Cal.App.5th 208,  
15 219-226.)

16 In reply, Tesla argues that under the Balance Staffing arbitration agreement it can compel  
17 Hendrix to arbitrate her claims that arose from December 10, 2020, through March 29, 2021.  
18 Tesla did not raise that argument in the opening memoranda. The Court will not consider this  
19 new argument supported by the evidence presented for the first time in reply. The argument  
20 based on the Balance Staffing arbitration agreement is waived. (*Jay v. Mahaffey* (2013) 218  
21 Cal.App.4th 1522, 1537-1538 [“The general rule of motion practice, which applies here, is that  
22 new evidence is not permitted with reply papers”]; *American Indian Model Schools v. Oakland*  
23 *Unified School District* (2014) 227 Cal.App.4th 258, 275-276 [“We will not ordinarily consider  
24 issues raised for the first time in a reply brief”].)  
25  
26

1 The motion of Tesla to compel arbitration (Hendrix) is DENIED because the temporal  
2 scope of the Tesla arbitration agreement does not cover her total period of employment.

3  
4 **OTHER ISSUES ARUGED IN THE MOTIONS**

5 The Court does not reach the other issues presented in the motions. At the hearing on  
6 12/12/25 counsel for plaintiff offered new evidence that counsel asserted supported a new  
7 argument found in the new case *Sierra Pacific Industries Wage and Hour Cases* (Dec. 9, 2025)  
8 2025 WL 3524981. The Court does not consider the new evidence or the new argument. (*Jay v.*  
9 *Mahaffey, supra; American Indian Model Schools, supra.*)

10  
11  
12 **CONCLUSION ON MERIT OF MOTIONS**

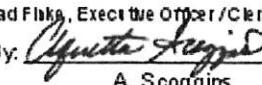
13 The Court DENIES the motions regarding Parker and Hendrix based on waiver. The  
14 Court DENIES the motion regarding Hendrix based on temporal scope.

15  
16 **REQUEST TO STAY**

17 Tesla's request to stay the case pending outcome of arbitration is moot given that the  
18 Court has denied the motions to compel arbitration. If Tesla seeks appellate review of this order,  
19 then Tesla may file a motion to stay the claims of Hendrix and Parker while Tesla pursues its  
20 appellate remedy. (CCP 1294(a) ["Notwithstanding Section 916, the perfecting of such an  
21 appeal [from an order dismissing or denying a petition to compel arbitration] shall not  
22 automatically stay any proceedings in the trial court during the pendency of the appeal"].)

23  
24 Dated: December 16, 2025

25   
Peter Borkon  
26 Judge of the Superior Court

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		<b>FILED</b> Superior Court of California County of Alameda 12/16/2025 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Scoggins
PLAINTIFF/PETITIONER: Marcus Vaughn et al		
DEFENDANT/RESPONDENT: Tesla, Inc. et al		
<b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</b>		CASE NUMBER: RG17882082

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the ORDER ON (1) CMC AND (2) CLASS NOTICE OF DECERTIFICATION, ORDER ON (1) MOTION TO COMPEL ARBITRATION (HENDRIX) AND (2) MOTION TO COMPEL ARBITRATION (PARKER) entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Advantage Technical resourcing, Inc.

Sara Ann Begley  
sara.begley@hklaw.com

Hon. Jeffrey Brand

Rachel Susan Brass  
Gibson Dunn & Crutcher LLP  
rbrass@gibsondunn.com

California Civil Rights Department  
victoria.ellis@calcivilrights.ca.gov

California Civil Rights Department  
Victoria.Ellis@calcivilrights.ca.gov

Raymond A. Cardozo  
REED SMITH LLP  
rcardozo@reedsmith.com

Chartwell Staffing Services Inc

Monica Chatman

Citistaff Solutions Inc.

Chad Finke, Executive Officer / Clerk of the Court

Dated: 12/16/2025

By:



A. Scoggins, Deputy Clerk

SHORT TITLE: Vaughn VS Tesla, Inc.

CASE NUMBER: RG17882082

Alexander L. Conti  
Conti Law

Paul Cowie  
Sheppard, Mullin, Richter & Hampton LLP

Kensley Davis  
POLSINELLI LLP  
kensley.davis@polsinelli.com

David deRubertis  
The deRubertis Law Firm, APC  
david@derubertislaw.com

Victoria Rose Ellis  
victoria.ellis@calcivilrights.ca.gov

Employbridge, LLC

Katherine Gallo

Katherine Gallo

Katherine Gallo  
kgallo@discoveryreferee.com

Katherine Lynn Gallo  
Kgallo@discoveryreferee.com

Gary D Nelson Associates, Inc

Michael A Gregg  
Littler Mendelson, P. C.

Evie Hall

Tiffany S. Hansen  
Polsinelli LLP  
thansen@polsinelli.com

Matthew C. Helland  
NICHOLS KASTER, LLP  
helland@nka.com

Chanel Hendrix

Thomas Edward Hill  
Holland & Knight LLP  
thomas.hill@hklaw.com

Marqui Jennifer Hood  
California Civil Rights Law Group  
marqui@civilrightscsca.com

Tyree Jones  
Polsinelli PC  
tjones@polsinelli.com

Michael S. Kun  
Epstein Becker & Green, P.C.

Jane Beasley Mackie  
Bryan Schwartz Law, P.C.  
jane@bryanschwartzlaw.com

Titus McCaleb

Jasjit Mundh  
NICHOLS KASTER, LLP  
jmundh@nka.com

Cimone Annmarie Nunley  
California Civil Rights Lawgroup  
cimone@civilrightsca.com

Lawrence A. Organ  
California Civil Rights Law Group  
larry@civilrightsca.com

Garret Parker

Nancy E. Pritikin  
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Jennifer Abby Reisch  
Bryan Schwartz Law, P.C.  
jennifer@bryanschwartzlaw.com

Michael Rubin  
Altshuler Berzon LLP  
mrubin@altshulerberzon.com

Austin Schulz  
Polsinelli LLP  
aschulz@polsinelli.com

Bryan Schwartz  
BRYAN SCHWARTZ LAW  
bryan@bryanschwartzlaw.com

Christina Theresa Tellado  
Polsinelli  
ttellado@polsinelli.com

Tesla, Inc.  
tjones@polsinelli.com

Kritika Thukral  
POL SINELLI LLP  
kthukral@polsinelli.com

Sarah T. Tremer  
Holland & Knigh LLP  
sarah.tremer@hklaw.com

Marcus Vaughn

Volt Information Sciences, Inc

SHORT TITLE: Vaughn VS Tesla, Inc.

CASE NUMBER: RG17882082

larry@civilrightsca.com  
marqui@civilrightsca.com  
cimone@civilrightsca.com  
bryan@bryanschwarzlaw.com  
jennifer@bryanschwarzlaw.com  
jane@bryanschwarzlaw.com  
helland@nka.com  
david@derubertisalaw.com  
ttellado@polsinelli.com  
aschulz@polsinelli.com  
sbegley@polsinelli.com  
tjones@polsinelli.com  
rcardozo@reedsmith.com  
kloevenguth@polsinelli.com  
stremer@polsinelli.com  
mvu@polsinelli.com  
cdelreal@polsinelli.com  
dfeinstein@polsinelli.com  
cbarbaree@polsinelli.com  
Julia.peng@reedsmith.com  
gsandoval@reedsmith.com