**IN THE UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF NEW HAMPSHIRE**

| | |
|---|---|
| LEAGUE OF WOMEN VOTERS OF NEW HAMPSHIRE, *et al.*,<br><br>Plaintiffs,<br><br>v.<br><br>STEVE KRAMER, *et al.*,<br><br>Defendants. | Civil Action No. 1:24-cv-00073-SM-TSM |

**REPLY IN SUPPORT OF**
**DEFENDANT LINGO TELECOM, LLC'S**
**MOTION TO DISMISS THE AMENDED COMPLAINT**

# TABLE OF CONTENTS

**Page**

## TABLE OF AUTHORITIES

**Page(s)**

**CASES**

**CONSTITUTIONAL PROVISIONS**



**STATUTES**



**OTHER AUTHORITIES**

## INTRODUCTION

Plaintiffs' suit against Lingo asks this Court to be the first ever in the country to allow claims under Section 11(b) of the Voting Rights Act ("VRA") against a telephone company—and, here, against one that was a mere bystander to the *real* misconduct, the creation and dissemination of fake robocalls. Their opposition brief does not cite any cases holding the phone company liable for allegedly threatening calls that the company had no role in creating—because there are no such cases. Although the opposition brief recites time and again that Lingo allegedly provided improper Caller-ID attestations to other voice providers under the FCC's STIR/SHAKEN framework, that technical framework does not make Lingo responsible for intimidating, threatening, or coercing voters, knowingly misrepresenting the origin of the New Hampshire Robocalls, or delivering calls missing the disclosures required under New Hampshire law. Nor would any error in fully implementing the STIR/SHAKEN framework mean that Lingo "initiated" the Robocalls within the meaning of the Telephone Consumer Protection Act ("TCPA").



Steve Kramer, Life Corporation, and/or Voice Broadcasting—*not* Lingo—developed the New Hampshire Robocalls' content and decided when and where to place them. Nothing in Plaintiffs' opposition comes close to suggesting that they can hold Lingo responsible. It only confirms that Plaintiffs' claims against Lingo are untethered to the text of the statutes they invoke and without precedent from any court. Lingo is committed to regulatory compliance and election integrity, but its passive involvement in this matter does not convert it into a legally responsible party. This Court should dismiss the claims against Lingo with prejudice because another round of amendment cannot cure the fundamental flaws in Plaintiffs' theory.

## ARGUMENT

### I. PLAINTIFFS HAVE NOT PLEADED PLAUSIBLE ELECTION-LAW CLAIMS AGAINST LINGO.

Plaintiffs' opposition only underscores that their election-law claims against Lingo suffer

from multiple fatal defects. They *agree* (at 26) that Lingo is a "provider[] of traditional telephony services." But they do not cite *any* case holding the *phone company* liable under Section 11(b) of the VRA or the relevant provisions of New Hampshire election law. For good reason: Even if the New Hampshire Robocalls were intimidating, threatening, or coercive (they were not), it would defy common sense—as well background common law principles and the protections of Section 230—to conclude that a phone company is liable for the contents of calls it cannot review.

**A. Plaintiffs Do Not Plausibly Allege That Lingo Violated The VRA.**

Plaintiffs' opposition reveals the fundamental mismatch between their allegations against Lingo and the requirements for liability under the VRA. They insist (at 7) that "[i]t is threatening, intimidating, and coercive to call thousands of voters to tell them that voting in one election will strip them of their right to vote in another." But Plaintiffs do not allege that *Lingo* called anyone—or even that it knew the calls' content. Rather, Plaintiffs allege only that "Lingo applied A-level STIR/SHAKEN attestations of the purported originating phone number" and "did nothing to verify that Life was authorized to use the phone number." Opp. 11. Even if that were true, it would not come close to stating a claim against Lingo under Section 11(b) of the VRA.



The STIR/SHAKEN framework and related "Know Your Customer protocols" (Opp. 13) have nothing to do with the *content* of the calls—they are a means to improve the reliability of Caller ID through attestations between voice providers.[1] Plaintiffs say that Lingo "'dressed the call with a veil of legitimacy.'" Opp. 11 (quoting *Nat'l Coal. on Black Civic Participation v. Wohl*, 661 F. Supp. 3d 78, 123 (S.D.N.Y. 2023)). But they make no allegation that Lingo threatened, intimidated, or coerced anyone, as would be required to state a claim under Section 11(b). And,

[1] Plaintiffs cite (at 14) the FCC's view that Lingo "apparently willfully and repeatedly" violated the FCC's requirement to fully implement the STIR/SHAKEN framework. Lingo NAL ¶ 16. But whether Lingo willfully violated *that* requirement has nothing to do with whether it knew Kramer and Life were misrepresenting Caller ID information.

in any event, *Kramer* attempted to mislead listeners into believing the calls were true by faking President Biden's voice and spoofing the Caller ID. Lingo did *neither* of those things—and there is no allegation that any call recipient was even aware of the improper STIR/SHAKEN attestations.

Ultimately, Plaintiffs attempt to impose liability on Lingo because it supposedly "played a key role in the scheme" and "enabled" Kramer's calls.[2] Opp. 11. But they do not and cannot cite *any* case holding a phone company liable under Section 11(b) of the VRA. In *Wohl*, for example, the plaintiffs sued the masterminds of the scheme (the equivalent of Kramer) and the company that "broadcast[ed]" the robocalls (the equivalent of Life/Voice)—but *not* the telephone companies whose networks the calls merely transited (the equivalent of Lingo). *See* 661 F. Supp. 3d at 92. For good reason: It would make no sense, and violate longstanding common law principles, to conclude that a passive communications conduit is liable for the *content* of calls it does not and cannot lawfully review. *See* Lingo MTD 5–10. This Court should not be the first to do so.



Moreover, Plaintiffs have not plausibly alleged that the New Hampshire Robocalls contained a message "that a reasonable recipient, familiar with the context of the message, would interpret as a threat of injury"—their *own* interpretation of Section 11(b). *Nat'l Coal. on Black Civic Participation v. Wohl*, 512 F. Supp. 3d 500, 509 (S.D.N.Y. 2021). Everyone agrees that deception alone does not violate Section 11(b). *See* Opp. 9; DOJ Br. 15–16. And here, Kramer's deception stood alone: The complaint does not plausibly allege that the New Hampshire Robocalls

[2] Plaintiffs appear to be arguing for some form of conspiracy or aiding-and-abetting liability. But Congress knew how to impose secondary liability in this context, *see* 42 U.S.C. § 1985(3) (prohibiting conspiracies to prevent voting "by force, intimidation, or threat"), and it did not do so in Section 11(b), *cf. Cent. Bank of Denver, N.A. v. First Interstate Bank of Denver, N.A.*, 511 U.S. 164, 177–78 (1994) (refusing to read secondary liability into Section 10(b) of the Securities Exchange Act). In any event, Plaintiffs cannot allege that Lingo reached any agreement with Kramer (as required for conspiracy), much less that it "conscious[ly], voluntar[ily], and culpabl[y] participat[ed] in [Kramer's] wrongdoing." *Twitter, Inc. v. Taamneh*, 598 U.S. 471, 493 (2023).

"objectively intimidate[d], threaten[ed], or coerce[d] a reasonable voter." DOJ Br. 14.

Contrary to Plaintiffs' characterization, the New Hampshire Robocalls did not tell recipients "that voting in one election will strip them of their right to vote in another." Opp. 7. Rather, the calls urged them to "save your vote for the November election." Am. Compl. ¶ 55. At most, the calls deceptively implied that primary voters would not be able to vote in the general election—a far cry from "communications inspiring fear of legal consequences, economic harm, dissemination of personal information, and surveillance." *Wohl*, 661 F. Supp. 3d at 113. In *Wohl*, the robocalls told recipients that if they "were to vote by mail, [their] personal information 'will be' used by creditors and law enforcement to collect debts," "execute . . . warrants," and "track people for mandatory vaccinations." 512 F. Supp. 3d at 511–12. The allegations here are nothing like those. Indeed, Plaintiffs "immediately dimiss[ed] the robocalls," *Nat'l Coal. on Black Civic Participation v. Wohl*, 498 F. Supp. 3d 457, 484 (S.D.N.Y. 2020); *see* Am. Compl. ¶¶ 59–62, reinforcing that they were not objectively threatening, *see* DOJ Br. 13–14 (evidence of subjective reaction "remains relevant under this objective standard").



**B. Plaintiffs Do Not Plausibly Allege That Lingo Violated State Law.**

Plaintiffs' opposition similarly confirms that their New Hampshire law claims against Lingo fail. Here too, Plaintiffs rely solely on the allegation that Lingo provided incorrect STIR/SHAKEN attestations for the New Hampshire Robocalls. *See* Opp. 13. But Kramer and Life Corp. "misrepresent[ed] the origin" of the robocalls to recipients *and to Lingo* by spoofing the Caller ID—Lingo did not represent anything about the calls' origin to Plaintiffs because STIR/SHAKEN attestations are made only to other providers. *See Call Authentication Trust Anchor*, Report and Order and Further Notice of Proposed Rulemaking, 35 FCC Rcd 3241, 3241 ¶ 1 (2020) (spoofing occurs when "*the caller* falsifies caller ID information") (emphasis added). Nor did Lingo "know" that the calls were spoofed. Plaintiffs barely defend this claim, asserting

only that Lingo's "pattern of conduct" shows knowledge. Opp. 14. But Plaintiffs cannot bootstrap the unproven allegations of others, and Plaintiffs allege only that Lingo's STIR/SHAKEN attestations were incorrect, not that Lingo knowingly mislabeled the robocalls. Am. Compl. ¶ 98.

For similar reasons, Plaintiffs have not plausibly alleged that Lingo "deliver[ed] or knowingly cause[d] to be delivered a prerecorded political message" without the disclosures required by NH RSA 664:14-a, II. *Contra* Opp. 13–14. Lingo could not, and did not, play any role in shaping the content of the New Hampshire Robocalls, including any disclosures. Plaintiffs have no response to the common-law rule that the term "delivers" does not encompass entities such as "a telephone company." Restatement (Second) of Torts § 581, cmt. on subsection (1) (Am. L. Inst. 1977). And the statute "presupposes only two parties: the person delivering the message"—here, Kramer—"and the person receiving the message." *O'Brien v. Buckley*, 2012 WL 10829809, at *3 (N.H. Super. Dec. 21, 2012). Lingo is neither.



**C. Plaintiffs Do Not Plausibly Allege Proximate Cause As To Lingo.**

The election-law claims against Lingo fail for the independent reason that Plaintiffs have not alleged proximate cause. Plaintiffs forfeited this issue by not addressing it at all with respect to their VRA claim and including only a perfunctory footnote with respect to their New Hampshire claims. *See Nat'l Foreign Trade Council v. Natsios*, 181 F.3d 38, 60 n.17 (1st Cir. 1999).[3] Because proximate cause is a required element for all three claims, that failure requires dismissal.

The "plain language" of Section 11(b) (DOJ Br. 14) necessarily incorporates the presumption that statutory causes of action are limited by proximate cause, *Lexmark Int'l, Inc. v. Static Control Components, Inc.*, 572 U.S. 118, 132 (2014)—especially where, as here, any cause

[3] In its statement of interest, DOJ asserts that Section 11(b) does not require proximate causation. DOJ Br. 14–15. This Court need and should not consider an argument Plaintiffs failed to make. In any event, the argument is incorrect.

of action is implied. And a Section 11(b) defendant must at least "foreseeably" (DOJ Br. 15) cause a "chilling effect" or attempt conduct that would do so. *Wohl*, 512 F. Supp. 3d at 511. Plaintiffs allege no such connection here.

Likewise, because Lingo had no role in the content of the New Hampshire Robocalls, it cannot be held responsible for voter confusion, which is the relevant injury. *See O'Brien v. N.H. Democratic Party*, 166 N.H. 138, 143–45 (2014). Plaintiffs (at 14) confuse Lingo's role as a neutral provider with their theory of the case—showing proximate cause here requires tying Lingo to the content of the calls, not to neutral carriage. Plaintiffs do not argue that New Hampshire law operates differently than federal or Massachusetts law (*see* Opp. 14 n.5), and have no response to Lingo's New Hampshire authority. *See* Lingo MTD at 13.

**D. Plaintiffs Lack Causes Of Action For Their Election-Law Claims.**

The election-law claims fail for the further reason that Plaintiffs have not invoked causes of action under the VRA or New Hampshire law. Plaintiffs forfeited this point as to the VRA, and their Section 11(b) claim may be dismissed on that basis alone. *See Natsios*, 181 F.3d at 60 n.17.

Plaintiffs have not identified any of the textual indicia required to imply a private right of action under the VRA—Section 11(b)'s prohibition on conduct that "intimidate[s], threaten[s], or coerce[s]" voters does not use "rights-creating language," *Schilling v. Washburne*, 592 F. Supp. 3d 492, 497–99 (W.D. Va. 2022), nor does the provision demonstrate "congressional intent to provide a private remedy for a violation," *Andrews v. D'Souza*, 696 F. Supp. 3d 1332, 1351 (N.D. Ga. 2023). DOJ asserts that Congress enacted Section 11(b) to enforce the nondiscrimination provisions of the Fifteenth Amendment. DOJ Br. 7 n.2 (citing *South Carolina v. Katzenbach*, 383 U.S. 301, 307 (1966)). But *Katzenbach* did not address "[Section] 11" because it had not yet been applied and that aspect of the challenge "[was] premature." 383 U.S. at 316–17. The Supreme Court has since explained that the Elections Clause is the source of Congress's authority to regulate

"the 'Times, Places and Manner'" of elections and reviewed challenges to race-neutral restrictions by reference to the Elections Clause. *Arizona v. Inter Tribal Council of Arizona, Inc.*, 570 U.S. 1, 9 (2013). Because Section 11(b) regulates elections by prohibiting certain speech and not discrimination, it arises under the Elections Clause and falls outside the VRA's provision allowing private suits "to enforce the voting guarantees of the fourteenth or fifteenth amendment." 52 U.S.C. § 10302(a)–(c); *see Andrews*, 696 F. Supp. 3d at 1351; *LULAC v. Pub. Int. Legal Found.*, 2018 WL 3848404, at *3 (E.D. Va. Aug. 13, 2018).

Plaintiffs also have not alleged the injury required to invoke their New Hampshire causes of action. As Lingo has explained, the Supreme Court of New Hampshire's decision in *O'Brien* compels dismissal because merely receiving a noncompliant call does not cause a voter-confusion injury, and Plaintiffs have not alleged such an injury. Lingo MTD 16–18. That discussion in *O'Brien* is not dicta (*contra* Opp. 14–15)—it was the primary reason that court rejected the plaintiff's argument for standing based on a voter's affidavit, *see O'Brien*, 166 N.H. at 145. In any event, this court is bound by the "considered dicta" of a state's "highest tribunal," *Posadas de Puerto Rico Assocs., Inc. v. Asociacion de Empleados de Casino de Puerto Rico*, 873 F.2d 479, 482 (1st Cir. 1989)—not merely the considered dicta of the U.S. Supreme Court, *see* Opp. 15 n.6.



**E. Plaintiffs Cannot Overcome Lingo's Statutory Immunity.**

Plaintiffs' election-law claims are also independently barred by Section 230. 47 U.S.C. § 230(c)(1); Lingo MTD 18–21. Plaintiffs do not dispute that their claims would hold Lingo liable for the *content* of Kramer's New Hampshire Robocalls. *See* Opp. 25–29. And their arguments—that Lingo either was not an "interactive computer service" provider or that it developed the calls' unlawful content—conflict with the plain text and longstanding interpretations of Section 230.

Plaintiffs contend that Lingo was not an interactive computer service provider because "the Individual Plaintiffs [did not have] access to a computer server via the receipt of phone calls on

their residential landlines." Opp. 25. But Congress's definition of "interactive computer service" does not require that *Plaintiffs* accessed content through a computer server. Under the statute, an "interactive computer service" means "*any* information service, system, or access software provider that provides or enables computer access by *multiple users* to a computer server." 47 U.S.C. § 230(f)(2) (emphases added). Lingo's VoIP service necessarily allows multiple users—including enterprise and trunk carriers—to access its servers. *See Vonage Holdings Corp.*, Memorandum Opinion and Order, 19 FCC Rcd 22404, 22425 ¶ 34 n.115 (2004). And the fact that the Individual Plaintiffs here received the calls "on a residential landline" (Opp. 28) makes no difference: Section 230 "does not require [Lingo] to distribute content over the internet. For example, Twitter is still an interactive computer service even if some messages are delivered via text messages because users can access the service via the internet." *United States v. Stratics Networks Inc.*, 2024 WL 966380, at *12 (S.D. Cal. Mar. 6, 2024).[4]



Nor are Plaintiffs correct that Lingo is not immune because it "took an active role in developing the unlawful [New Hampshire] Robocalls." Opp. 28. Plaintiffs do not and cannot allege that Lingo played any role whatsoever in developing the *content* of the Robocalls. Rather, Plaintiffs argue only that, through improper STIR/SHAKEN attestations, Lingo "failed to *prevent* the false and malicious calls from being detected before they could reach voters." *Id.* at 29 (cleaned up; emphasis added). But the First Circuit has squarely held that allegations a provider's "conduct may have made it marginally easier for others to develop and disseminate misinformation" are "not enough to overcome Section 230 immunity." *Universal Commc'n Sys., Inc. v. Lycos, Inc.*, 478 F.3d 413, 420 (1st Cir. 2007). And the "downstream distribution" of third-party content does

[4] Plaintiffs also protest that they did not exercise a "great degree" of control over the content of the calls. Opp. 25. But the language they cite comes from the congressional findings, not the operative statutory definition. 47 U.S.C. § 230(a)(2)–(3).

not render an entity liable for the development of such content. *Monsarrat v. Newman*, 28 F.4th 314, 319 (1st Cir. 2022).

Neither of Plaintiffs' cases suggests otherwise. In *Ayyadurai v. Floor64, Inc.*, 270 F. Supp. 3d 343 (D. Mass. 2017), the defendant was *neither* "the 'creator' nor 'developer' of the [defamatory] statements at issue," because he "simply selected a user-submitted comment and re-posted it, without modifying the content of the comment." *Id.* at 368. And in *FTC v. Accusearch*, 570 F.3d 1187 (10th Cir. 2009), a website "pa[id] its researchers to acquire telephone records," and thus lacked immunity because it was "responsible" for development of the *content*. *Id.* at 1200. By contrast, a provider does not make a "material contribution" to content by "merely . . . augmenting the content generally;" instead, it must "materially contribut[e] *to its alleged unlawfulness*." *Fair Hous. Council of San Fernando Valley v. Roommates.Com, LLC*, 521 F.3d 1157, 1167–68 (9th Cir. 2008) (en banc) (emphasis added). This test draws "the crucial distinction between" taking actions to display "actionable content and . . . responsibility for what makes the displayed content illegal or actionable." *Jones v. Dirty World Ent. Recordings LLC*, 755 F.3d 398, 414 (6th Cir. 2014). Lingo was not responsible for the unlawful content here.



## II. PLAINTIFFS DO NOT PLAUSIBLY ALLEGE A TCPA CLAIM AGAINST LINGO.

Finally, Plaintiffs do not state a claim against Lingo under the TCPA, because they do not and cannot allege that Lingo "initiate[d]" the New Hampshire Robocalls. 47 U.S.C. § 227(b)(1)(B). Plaintiffs insist this Court should not even look to the plain language of the TCPA (*see* Opp. 18)—because they cannot possibly state a claim under the plain meaning of the statute.[5] *See* S. Rep. No. 102-178, at 9 (1991) (statute "appl[ies] to the persons initiating the telephone call"

[5] This Court can and should find Plaintiffs have not stated a TCPA claim against Lingo under the plain meaning of "initiate." *See PDR Network, LLC v. Carlton & Harris Chiropractic, Inc.*, 588 U.S. 1, 27 (2019) (Kavanaugh, J., concurring) (explaining the "District Court is not bound by the FCC's interpretation" of "the TCPA"); *contra* Opp. 18–19.

not "to the common carrier or other entity that transmits the call").

Instead, Plaintiff urge this Court to apply the FCC's totality-of-the-circumstances test. *See* Opp. 16–17. But Plaintiffs have no response to the multiple cases Lingo cited (Lingo MTD at 22) where courts applied that test and dismissed similar claims as a matter of law. Lingo neither took "the steps necessary to physically place [the] telephone call[s]" nor was "so involved in the placing of [the] specific telephone call[s] as to be deemed to have initiated [them]." *Off. of the Att'y Gen. v. Smartbiz Telecom LLC*, 688 F. Supp. 3d 1230, 1237 (S.D. Fla. 2023) (citations omitted). The *only* things Lingo allegedly did were "serv[ing] as the originator for thousands of the [New Hampshire] Robocalls" and improperly "provid[ing] each of the [New Hampshire] Robocalls an 'A-level' attestation." Opp. 20. And although the FCC concluded that Lingo "apparently willfully and repeatedly violated section 64.6301(a) of the Commission's rules, which requires voice service providers to 'fully implement the STIR/SHAKEN authentication framework,'" Lingo NAL ¶ 16, it did *not* find that Lingo apparently violated the TCPA.



Unsurprisingly so. Lingo's alleged conduct does not satisfy *any* of the factors listed in Plaintiffs' own best case. *See Cunningham v. Montes*, 378 F. Supp. 3d 741, 748 (W.D. Wis. 2019) (cited at Opp. 17, 18, & 21). Lingo did not "control[] the call's message," "control[] the timing or initiation of the call," or "control[] who receives the call." *Id.* Its "service is 'reactive in nature,' meaning that it places calls in a manner that is arranged by the customer." *Id.* It does not "'willfully enable[] fraudulent spoofing of telephone numbers'" or "'assist[] telemarketers in blocking Caller ID'" by "offering th[ose] functionalit[ies] to clients." *Id.* And there are *no* allegations that Lingo "knowingly" allowed Kramer or Life to use its network "'for unlawful purposes.'" *Id.* Thus, even under Plaintiffs' test, they have not stated a TCPA claim against Lingo.

## CONCLUSION

Lingo respectfully requests that the Court dismiss all claims against it with prejudice.

August 6, 2024

Respectfully submitted,

/s/ *Michele E. Kenney*
Michele E. Kenney (NH Bar No. 19333)
**PIERCE ATWOOD LLP**
One New Hampshire Avenue, Suite 350
Portsmouth, NH 03801
(603) 433-6300
mkenney@pierceatwood.com

*/s/ Helgi C. Walker*
Helgi C. Walker* (D.C. Bar # 454300)
Jacob T. Spencer* (D.C. Bar # 1023550)
**GIBSON, DUNN & CRUTCHER LLP**
1050 Connecticut Ave., N.W.
Washington, DC 20036
Tel: 202.955.8500
Fax: 202.467.0539
HWalker@gibsondunn.com

*/s/ Thomas M. Johnson, Jr.*
Thomas M. Johnson, Jr.* (D.C. Bar # 976185)
Frank Scaduto* (D.C. Bar # 1020550)
Boyd Garriott* (D.C. Bar # 1617468)
**WILEY REIN LLP**
2050 M Street NW
Washington, DC 20036
Tel: 202.719.7000
Fax: 202.719.7049
TMJohnson@wiley.law

*Counsel for Lingo Telecom, LLC*
**Admitted Pro Hac Vice*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on August 6, 2024, the foregoing was electronically filed with the Court and served upon the following:

William C. Saturley
Nathan R. Fennessy
Nicholas A. Dube
Preti Flaherty, PLLP
57 N. Main Street
PO Box 1318
Concord, NH 03302-1318
Counsel for Plaintiffs
***Via ECF System***

Mark R. Herring
Matthew R. Nicely
Caroline L. Wolverton
Amanda S. McGinn
Joseph T. DiPiero
Maria Julia Hershey
Sara M. Hanna
Akin Gump Strauss Hauer & Feld
Robert S. Strauss Tower
2001 K Street, N.W.
Washington, DC 20006-1037
Counsel for Plaintiffs
***Via ECF System***

Courtney Hostetler
John Bonifaz
Ben Clements
Amira Mattar
Free Speech For People
48 N. Pleasant Street, Ste. 304
Amherst, MA 01002
Counsel for Plaintiffs
***Via ECF System***

Steve Kramer
2160 Napoleon Ave.,
New Orleans, LA 70115
***Via US Mail***

Ezra D. Church
Terese M. Schireson
Morgan Lewis & Bockius LLP
2222 Market Street
Philadelphia, PA 19103
Counsel for Defendant Life Corporation
***Via ECF System***

Wayne E. George
Morgan Lewis & Bockius LLP
One Federal Street
Boston, MA 02110-4104
Counsel for Defendant Life Corporation
***Via ECF System***

Benjamin T. King
Douglas Leonard & Garvey PC
14 South Street, Ste 5
Concord, NH 03301
Counsel for Defendant Life Corporation
***Via ECF System***

*/s/ Helgi C. Walker*
Helgi C. Walker (D.C. Bar # 454300)