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January 2, 2026

Via Email to Comments.mailbox@njcourts.gov

Michael J. Blee, J.A.D.
Acting Administrative Director of the Courts
Attention: MCL Application – Daniel’s Law Litigation
Hughes Justice Complex, P.O. Box 037
Trenton, New Jersey 08623-0037

**Re: Multicounty Litigation Application – New Jersey State Court Daniel’s
Law Litigation**

Dear Judge Blee,

This Firm represents Defendant OWMN, Ltd. (“OWMN”) in the matter *Atlas Data Privacy Corp., et al. v. OWMN, Ltd.*, MID-L-992-24 (“OWMN Action”), one of many cases commenced by Plaintiff Atlas Data Privacy Corporation (“Atlas”) and a handful of individuals in which they assert claims for violation of Daniel’s Law (“Atlas Cases”). On or about November 3, 2025, Plaintiffs filed an application (“Atlas MCL App.”) to designate their case against OWMN along with 110 other cases as a multicounty litigation (“MCL”). On December 3, 2025, a Notice to the Bar noted the Supreme Court’s receipt of that application and requested comments and objections by January 4, 2025. OWMN submits this letter pursuant to that Notice and respectfully objects to including the OWMN Action in any MCL.

As set forth in more detail below, the OWMN Action is unique and should not be included in any MCL for myriad reasons. Unlike defendants in other Atlas Cases, OWMN does not publish the third-party data at issue through its website and only licenses access to unique compilations of its data to its clients on a case-by-case basis under strict confidentiality and non-disclosure agreements. Unlike defendants in other Atlas Cases, OWMN filed a motion to dismiss that remains pending and discovery has

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been stayed. Unlike defendants in other Atlas Cases, OWMN intends to pursue counterclaims against Atlas and third-party claims against the private investigator with whom Atlas conspired to defraud OWMN and steal its trade secrets. The claims and defenses in the OWMN Action will rise and fall on their own, without any regard to dispositions in other Atlas Cases. Because including OWMN in any MCL will prejudice OWMN without providing any material benefit to Plaintiffs or the Judiciary, OWMN respectfully objects to Plaintiffs' MCL Application.

BACKGROUND

A. OWMN is a digital marketing company

Doing business as "Bridge Marketing Corporation," OWMN is a multichannel digital marketing company that supplies its clients with various data to help them tailor email and other digital marketing campaigns to their target demographics. Among the data points it uses to facilitate placement of advertising initiatives to its clients' desired audiences, OWMN acquires publicly-available email addresses and street addresses from various sources and organizes that information into proprietary lists for its clients. It primarily uses the street addresses to validate email addresses and confirm their owners' locations. For example, if a local client seeks to advertise its widgets to customers in North Jersey, OWMN might use street addresses associated with email addresses to ensure that the emails sent as part of the digital campaign are, in fact, directed only to residents of North Jersey.

Unlike defendants in other Atlas Cases, OWMN does not provide background check services or make anyone's residential address or telephone number available through its website. The only information available on OWMN's website is information that describes OWMN's services and how prospective clients can set up a personalized meeting with OWMN to initiate a business-to-business relationship. Based on the client's particular marketing campaign, OWMN may create a bespoke compilation of data points and provide the client with a restricted license to use that unique bulk data set. OWMN does not sell or license isolated address data for a single individual and does not collect, let alone disclose, any telephone number data. As a condition to accessing the proprietary data list, OWMN requires its clients to execute non-disclosure agreements with strict confidentiality obligations that protect OWMN's trade secrets and prevent dissemination of OWMN's data.

To promote data privacy, OWMN's website includes a mechanism that any person can use to request that OWMN delete or correct information about them.¹ None of the Plaintiffs or Atlas's assignors utilized that webpage to submit a request to OWMN for nondisclosure of their street addresses.

B. Atlas unlawfully manufactures Daniel's Law violations against OWMN

Atlas is a well-funded technology company that was formed for the purpose of manufacturing and profiting off alleged violations of Daniel's Law. Because OWMN does not make any person's street address or telephone number available through its website, neither Atlas nor any other Plaintiff could possibly have had any basis for believing that OWMN possessed or published any of their addresses or phone numbers, but Atlas decided to target OWMN anyway.

As OWMN learned only through Atlas's disclosures in this lawsuit, Atlas silently collected tens of thousands of nondisclosure requests from its customers over the course of months. Because Atlas had no mechanism to generate revenue if OWMN acted on its assignors' nondisclosure requests, Atlas did not deliver these nondisclosure requests to OWMN on a rolling basis, but instead designed its delivery of those nondisclosure requests to OWMN in a manner guaranteed to ensure no person at OWMN would actually see them. Atlas has represented that it bombarded OWMN with over 47,000 emails allegedly including nondisclosure requests on behalf of over 19,000 of its assignors between December 30, 2023 and January 6, 2024.

OWMN did not actually receive any of the thousands of emails Atlas allegedly sent. As a technology company, Atlas was well aware that the transmission of tens of thousands of emails from the same domain in such a short period of time would either be (a) rejected by OWMN's email service provider at the server level or (b) flagged as suspicious and dangerous and diverted to a spam folder. In either case, OWMN has no record of actually receiving any portion of Atlas's mail bomb.

C. Atlas engaged Full Nelson to commit torts against OWMN

Because OWMN's proprietary and confidential database is not accessible to the public, Atlas had no legitimate method for ascertaining whether OWMN possessed any data concerning Atlas's assignors. Thus, Atlas hired Full Nelson Investigations, a Florida-based private investigator that is not licensed in New Jersey. Its principal, David

¹ BRIDGE Privacy Center, <https://www.thebridgecorp.com/our-approach-to-data-privacy/>

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Nelson, contacted OWMN and falsely represented that he needed OWMN's services for a marketing campaign. He agreed to pay OWMN \$1,000 for a restricted license to access names and addresses of persons in designated zip codes in New Jersey and executed confidentiality and nondisclosure agreements that barred him from disclosing that information to anyone. After OWMN provided David Nelson with the data set he requested, he violated the contracts by failing to pay OWMN and by disclosing OWMN's names and addresses to Atlas. Atlas then used the purloined data it obtained through its fraud as a basis for filing this lawsuit against OWMN. As a result, David Nelson, Full Nelson Investigations, and Atlas are liable to OWMN for breach of contract, fraud, unfair competition, violation of the New Jersey Trade Secrets Act, and violation of the New Jersey Computer Related Offenses Act.

PROCEDURAL HISTORY

A. Proceedings in the Third Circuit and New Jersey Supreme Court

In 2024, several defendants who had been sued by Atlas on similar claims to those asserted against OWMN and removed their cases to federal court ("Federal Atlas Defendants") had moved to dismiss Daniel's Law claims on the ground that those claims are unconstitutional. In December 2024, the District of New Jersey denied the motion but *sua sponte* certified its decision for immediate interlocutory review. After full briefing by the parties and *amicus*, the Third Circuit certified questions to the New Jersey Supreme Court concerning its interpretation of Daniel's Law that were relevant to the Third Circuit's constitutional analysis.

On October 21, 2025, the New Jersey Supreme Court filed an order accepting a reformulation of the questions certified to it by the Third Circuit and set a briefing schedule. The proceedings in both the New Jersey Supreme Court and the Third Circuit remain pending.

B. Procedural History in the OWMN Action

On August 31, 2024, Plaintiffs' complaint against OWMN was dismissed for lack of prosecution because Plaintiffs made no attempt to serve OWMN's registered agent with its complaint. The complaint was reinstated on December 20, 2024 and service was effectuated the same day.

On January 31, 2025, OWMN filed a motion to dismiss the complaint on three separate and independent grounds: (1) Section 230 of the Communications Decency

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Act's ("CDA") grants broad immunity to OWMN and preempts Plaintiffs' claims seeking to hold it liable for publishing third-party content; (2) Plaintiffs do not allege OWMN acted negligently or with any scienter, and their claim to hold Defendant strictly liable for allegedly violating a content-based restriction of speech violates the free speech guarantees provided by the United States Constitution and the New Jersey Constitution; and (3) the complaint violates Rule 1:4-1(a) by omitting the addresses of all natural person plaintiffs and the names of "Jane Doe-1" and "Jane Doe-2."

Briefing and argument on OWMN's constitutional challenge have been stayed pending resolution of similar challenges currently pending in the New Jersey Supreme Court and the Third Circuit.

On August 15, 2025, the Court began hearing oral argument on the CDA issues presented on OWMN's motion to dismiss. Shortly after the hearing commenced, OWMN's counsel reiterated the point made in its brief that OWMN has always been willing to *voluntarily* search its databases to determine if they contain the names and addresses of any Atlas covered persons and remove any it finds, but that OWMN had been unable to do so because Atlas had refused to tell OWMN the names, addresses and phone numbers they wanted withdrawn from publication. At that point, the Court suspended oral argument and advised the parties to prepare a consent order for Atlas to provide a list of the names, addresses and phone numbers of Atlas assignors who were the subject of this litigation. This Court distinguished the OWMN Action from the other Atlas Cases in which Atlas's much more restrictive protective order had been entered, or was being litigated.

On September 3, 2025, for the first time, Atlas disclosed to OWMN the names, addresses, and telephone numbers it wanted suppressed from OWMN's database. Within ten business days of receiving this initial nondisclosure request, OWMN took appropriate action to identify which names it actually had in its database and to remove those names, thereby completely satisfying any obligations under Daniel's Law. OWMN's willingness to do so from the outset of the case, voluntarily and without regard to the legal viability of Plaintiffs' claims, sets OWMN apart from defendants in other Atlas Cases who are unwilling or unable to do the same.

On October 24, 2025, the Court held oral argument on OWMN's motion to dismiss that OWMN is immune from Plaintiffs' claims under the CDA. At the beginning of that argument, OWMN advised the Court that it had suppressed all data at issue on Plaintiffs' claims promptly after receiving their nondisclosure requests, as facially required by Daniel's Law and as demanded in the complaint. After acknowledging

OWMN's voluntary compliance, the Court pointedly asked Plaintiffs' counsel, "So, what's the claim against this defendant? Now they've complied. . . . I just don't know why you would want them arguing in this case against you to have your case dismissed under the C[D]A when it appears that they are willing – have complied. And, now I assume you will continue to comply when you've been provided with the notices and – which the only issue at that point becomes whether or not they're – you're entitled to attorneys fees or damages; right?"² Plaintiffs' counsel admitted that was "correct," *i.e.*, unlike other Atlas Cases, the only issue that remains in the OWMN Action is whether Plaintiffs are entitled to attorneys' fees and damages.

On December 31, 2025, the Court entered an order denying OWMN's motion to dismiss under the CDA. The Court has not yet ruled on the remaining two arguments asserted in OWMN's motion to dismiss.

ARGUMENT

Directive # 02-19 (effective Feb. 22, 2019) prescribes the criteria to be applied in determining whether MCL designation is warranted.

I. THE MCL APPLICATION IS PREMATURE BECAUSE OWMN'S MOTION TO DISMISS IS STILL PENDING

OWMN's motion to dismiss remains pending with respect to the two independent arguments that were not addressed in the Court's December 31, 2025 Order, with OWMN's constitutional challenge having been stayed pending proceedings in the New Jersey Supreme Court and the Third Circuit addressing similar constitutional challenges. OWMN would be prejudiced if the OWMN Action were included in an MCL consolidation and transferred to a different judge before OWMN's motion to dismiss has been adjudicated by the judge who has been presiding over that motion.

II. THE OWMN ACTION IS UNIQUE AND DOES NOT INVOLVE ISSUES IN COMMON WITH OTHER ATLAS CASES

Plaintiffs claim in their MCL application that the Atlas Cases defendants "have already categorized themselves as falling into a few groups based on the type of service they provide, such as people search providers, reverse phone lookup providers, consumer reporting agencies or property information or real estate services" [Atlas MCL App.

² Tr. at 8:21-22, 9:14-21.

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at 8]. OWMN has never categorized itself as falling into any of those groups and plainly does not fit any one of them. OWMN's website cannot be used to search for individual persons or their addresses or phone numbers, does not offer consumer credit reporting services, and does not provide property information or real estate services. As demonstrated by the fraud Atlas perpetrated on OWMN through its agent Full Nelson Investigations, no person can gain access to a license for OWMN's data without a contract to pay a substantial price and without executing confidentiality and nondisclosure agreements that prohibit dissemination of OWMN's data and usage of OWMN's data without a specifically-authorized purpose. OWMN's confidentiality agreement and restricted license agreement prohibit any person from disseminating that data or utilizing it for an unlawful purpose.

The OWMN Action is unique and does not involve any issues in common with other Atlas Cases. All of the evidence that Plaintiffs would need to establish in the OWMN Action are unique to OWMN and have no connection to their claims against other defendants. For example, Plaintiffs need to establish: (a) that each one their alleged nondisclosure requests were actually received by OWMN, rather than being rejected at the server level or diverted to spam; (b) that OWMN actually had the addresses or telephone numbers they seek to suppress, as Atlas was incapable to establishing that fact pre-discovery due to the strict confidentiality protections that OWMN maintains; (c) that OWMN actually disclosed each address or phone number to one of its clients, which cannot be done on a blanket basis because OWMN does not make its proprietary data available to the public through its website like defendants in other Atlas Cases; and (d) in the event the New Jersey Supreme Court holds that Daniel's Law does require some mental state as a condition for liability, that OWMN's employees actually acted with such mental state, which Plaintiffs have not even alleged in their complaint against OWMN. None of these essential elements of Plaintiffs' claims can be established with any facts or arguments developed in any other Atlas Case, making the OWMN Action unique and unsuitable for MCL designation.

Furthermore, in the event OWMN's motion to dismiss were denied, OWMN intends to file a counterclaim against Atlas and a third-party complaint against Full Nelson Investigations concerning their defrauding OWMN to obtain names and addresses from OWMN's database. OWMN's affirmative claims plainly do not bear any overlap with defendants in other Atlas Cases.

III. THERE IS NO COMMONALITY OF INJURY OR DAMAGES BETWEEN THE OWMN ACTION AND THE OTHER ATLAS CASES

Atlas seeks damages in a fixed amount for each one of its alleged assignors on whose behalf Atlas allegedly transmitted nondisclosure requests to OWMN. In the OWMN Action, Atlas alleges that it sent 47,000 nondisclosure requests on behalf of 19,302 assignors. The identity of assignors that are, and those that are not, in OWMN's database is unique to OWMN as opposed to any other defendant in Atlas's other cases. For example, none of the named plaintiffs in the OWMN complaint, who are also named plaintiffs in many of the other Atlas Cases, were in OWMN's database and therefore never had a claim against OWMN. Because there are different plaintiffs or assignors in each case, Plaintiffs would need to uniquely establish for the OWMN Action the identity of each assignor and facts that establish whether each assignor actually has a claim against OWMN. Regardless of whether one of Atlas's assignors in the OWMN Action is part of one of the other Atlas Cases, Plaintiffs would still need to specifically establish in this case whether a nondisclosure request for each assignor was actually received by OWMN and whether OWMN disclosed each specific assignor's address or phone number more than ten business days thereafter. As noted above, OWMN does not make its proprietary data available to the public through its website, but instead licenses unique batches of data to its clients on a case-by-case basis as appropriate for each client's unique marketing campaign. The individualized inquiry on each of these issues prevents any commonality of injury or damages between the OWMN Action and the other Atlas Cases.

IV. THERE IS NO VALUE INTERDEPENDENCE BETWEEN THE OWMN ACTION AND THE OTHER ATLAS CASES

As set forth above, no material aspect of Plaintiffs' claims against OWMN, or OWMN's affirmative claims against Atlas and Full Nelson, has any overlap with the other Atlas Cases. None of the damages that Plaintiffs seeks against defendants in other Atlas Cases have anything to do with the damages that Plaintiffs seek against OWMN. Consequently, there is no value interdependence between the OWMN Action and the other Atlas Cases.

V. THERE IS NO REMOTENESS BETWEEN THE COURT AND THE ACTUAL DECISION-MAKERS IN THE OWMN ACTION

Plaintiffs' claim that, for some defendants in other Atlas Cases, "decisions typically pass through layers of local, regional, and national outside defense counsel, as

well as each defendant's in-house counsel or management team," does not apply to the OWMN Action. [Atlas MCL App. at 6]. Unlike some of the defendants in the other Atlas Cases, OWMN is a relatively small company with a simple ownership structure. The principals of OWMN have full authority to manage the claims asserted by and against it. It has no in-house counsel and the attorneys representing it are licensed to practice in New Jersey. OWMN is not represented by a "lead or coordinating defense counsel" [*see id.*], but rather makes all of its own decisions based on its own set of unique facts. This lack of remoteness between OWMN's decision makers and the Court weighs against including the OWMN Action in any MCL designation.

VI. CENTRALIZATION WILL UNREASONABLY DELAY THE PROGRESS, INCREASE THE EXPENSE, COMPLICATE THE PROCESSING, AND CAUSE PREJUDICE IN THE OWMN ACTION

Plaintiffs commenced many of the Atlas Cases nearly two years ago in February 2024. Those cases have progressed significantly differently over that period of time: some defendants have filed motions to dismiss, with varying degrees of success, while other defendants have filed answers; some cases have made substantial progress through discovery, while discovery has been stayed in other cases; some cases have high levels of informal cooperation and consent for pretrial procedures while the parties have been more at odds with significant motion practice in other cases. The wide variation in the development of these cases over the past couple years makes it impractical for these cases to now proceed through a single, centralized track.

As set forth above, no aspect of Plaintiffs' claims against OWMN, or OWMN's affirmative claims against Atlas and Full Nelson, has any overlap with the other Atlas Cases. As there are no efficiencies that could possibly be gained by consolidating the OWMN Action with the other Atlas Cases against unrelated defendants, centralization could only delay the progress of this case, increase the expenses, and complicate the processing.

Unlike some of those other defendants, OWMN does not make any covered person's address or phone number available to the public on its website, did not actually receive any of Plaintiffs' alleged nondisclosure requests, and immediately suppressed any address or phone number data of Atlas's assignors in its database upon receipt for the first time during this litigation. OWMN's meritorious defenses to Plaintiffs' claims may be diluted or disregarded entirely if the OWMN Action is considered alongside over a hundred other cases where such defenses are unfounded or entirely absent.

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Plaintiffs are seeking damages that appear to be in excess of \$20 million, which makes this a bet-the-company litigation for OWMN. Due process for a litigation of this magnitude and significance warrants allowing OWMN to serve its own discovery requests, take its own depositions, and manage pre-trial proceedings without interference from other defendants or their counsel who may pursue different defense strategies. OWMN could be severely prejudiced if its ability to pursue its own defense were hindered by centralization.

VII. CENTRALIZED MANAGEMENT IS NEITHER FAIR NOR CONVENIENT TO OWMN, ITS WITNESSES, OR ITS COUNSEL

As set forth above, the massive monetary damages that Plaintiffs are seeking would put OWMN out of business. Given the devastating impact this litigation could have on OWMN, the interests of due process demand allowing OWMN to conduct its own defense as it sees fit without interference by other defendants who may be pursuing different defense strategies. OWMN should not be subjected to the increased costs of dealing not only with Plaintiffs but counsel for over a hundred other parties for discovery and other pretrial matters.

Plaintiffs' claim that "Defendants are already working together across multiple counties, and have developed common arguments and strategies for dealing with most issues" [Atlas MCL App. at 10] does not hold true in the OWMN Action. OWMN has always and invariably developed its own arguments and strategies for dealing with Plaintiffs' claims and has never delegated any of that authority to any other defendant.

OWMN has appeared before Judge Kaplan on numerous occasions since the outset of this litigation. Whether it is in formal written submissions, oral exchanges on the record, or informal oral exchanges off the record, OWMN has expended considerable time, money, and effort explaining to Judge Kaplan how it operates, the context of Atlas's unfounded allegations, and OWMN's legal positions on a wide array of issues. It would be unfair for the OWMN Action to be transferred to a different judge who not only would lack the same familiarity with the unique circumstances of the OWMN Action, but whose view of Atlas and the merits of its claims have been colored by the positions and events of other Atlas Cases without any input by OWMN.

VIII. THERE IS NO RISK OF DUPLICATIVE OR INCONSISTENT RULINGS, ORDERS, OR JUDGMENTS ABSENT COORDINATION

As set forth above, OWMN has unique defenses that defendants in other Atlas Cases do not and could not assert. To the extent other defendants have asserted arguments that are similar to those asserted by OWMN, each defendant has the prerogative to articulate those defenses differently and rely on different evidence and legal authority. Because OWMN carefully selects and develops its own positions to be uniquely tailored to the claims it is asserting and defending against, there is no risk of duplicative or inconsistent rulings, orders, or judgments between the OWMN Action and other Atlas Cases. To the extent other defendants support their arguments with different facts than OWMN, any differences in rulings, orders, or judgments would be justified by OWMN's unique approach to those issues.

IX. COORDINATED DISCOVERY WOULD BE DISADVANTAGEOUS

Even before it filed its motion to dismiss, OWMN served a request under Rule 4:18-2 for the production of documents referenced in the unique allegations of Plaintiffs' complaint against OWMN. Plaintiffs refused to produce this discovery to OWMN unless OWMN consented to the entry of the same protective order to which they claim defendants in other Atlas Cases had consented. Because Plaintiffs' preferred form of protective order is unsuitable in the OWMN Action, OWMN could not agree to the same form of order. After hearing OWMN's objection, the Court declined to enter that form of order in the OWMN Action and instead directed the parties to develop a much simpler form of order, which was ultimately entered. If the OWMN Action were included in an MCL consolidation with other Atlas Cases and OWMN were bound by the form of protective order it has rejected for good cause, OWMN would lose the benefit of its bargain and the order that has been entered, and be prejudiced in the discovery process.

Our rules of discovery take into consideration relevance and proportionality, and those factors will inevitably vary from case to case with differences in the defenses promoted among defendants, differences in damages sought, and differences in the financial capacity of each defendant. OWMN would be severely prejudiced if its own circumstances were disregarded and those concepts of fairness in discovery were measured against the circumstances of unrelated parties in unrelated cases.

OWMN has the right to engage its own expert witnesses to address the claims that specifically target OWMN. Even if there are similar issues addressed by experts in other Atlas Cases, OWMN's expert witnesses must have the freedom to articulate their own

views and opinions. Centralization would inhibit OWMN's right to manage expert discovery.

X. THE OWMN ACTION DOES NOT REQUIRE SPECIALIZED EXPERTISE OR CASE PROCESSING BY A DEDICATED MCL JUDGE OR STAFF

The claims asserted by Plaintiffs and the claims OWMN may assert against Plaintiffs and Full Nelson are not factually complicated and do not require specialized expertise. For example, this is not a case involving highly technical issues for a medical device or complex issues of causation for a mass toxic tort. Rather, these claims involve ordinary issues that any experienced Judge of the Superior Court is well-equipped to consider, such as whether emails were actually received or whether Full Nelson breached well-written contracts with OWMN. Because the OWMN Action does not require specialized expertise or case processing by a dedicated MCL Judge or staff, this factor does not weigh in favor of MCL designation.

XI. CENTRALIZATION WOULD RESULT IN AN INEFFICIENT UTILIZATION OF JUDICIAL RESOURCES

As set forth above, no aspect of Plaintiffs' claims against OWMN, or OWMN's affirmative claims against Atlas and Full Nelson, has any overlap with the other Atlas Cases. Given the absence of any overlap in evidence and the unique presentation of legal arguments application to the claims asserted by and against Atlas in the OWMN Action, centralization would not result in an efficient utilization of judicial resources.

XII. THERE ARE NO ISSUES OF INSURANCE, LIMITS ON ASSETS, OR POTENTIAL BANKRUPTCY IN THE OWMN ACTION THAT COULD BE ADDRESSED IN COORDINATED PROCEEDINGS

OWMN has no relationship to any of the defendants in the other Atlas Cases that would have any bearing on the solvency of OWMN or its ability to satisfy any monetary judgment entered against it. Because coordinated proceedings would have no effect on issues of insurance, limits on assets, or potential bankruptcy in the OWMN Action, this factor does not weigh in favor of including the OWMN Action in any MCL designation.

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XIII. THE REMOVAL OF SOME ATLAS CASES TO FEDERAL COURT IS NOT RELEVANT TO CONSOLIDATION OF THE STATE COURT ATLAS CASES

None of the cases Atlas has filed against any other defendant pending in Federal court or any of the other state courts have any bearing on the merits of any claims or defenses that have been or will be asserted in the OWMN Action. Because none of the cases commenced by Atlas are related to or have any interdependence with the OWMN Action, this factor weighs against including the OWMN Action in any MCL designation.

CONCLUSION

For the foregoing reasons, OWMN respectfully objects to inclusion of the OWMN Action in any MCL.

Respectfully submitted,

/s/ Jeffrey M. Garrod

JEFFREY M. GARROD