

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

SONATE CORPORATION,)	
)	
Plaintiff,)	Civil Action No. 22-cv-00812-WWB-EJK
v.)	
)	
DUNKIN' BRANDS GROUP, INC.,)	
DUNKIN' BRANDS, INC. and)	
BEYOND MEAT, INC.)	
)	
Defendants.)	
)	

**DEFENDANTS DUNKIN' BRANDS GROUP, INC. AND
DUNKIN' BRANDS, INC.'S MOTION TO DISQUALIFY PLAINTIFF'S COUNSEL**

Defendants Dunkin' Brands Group, Inc. ("Dunkin Brands Group") and Dunkin' Brands, Inc. ("Dunkin' Brands") ("Dunkin' Brands Group" and "Dunkin' Brands" are collectively referred to "Dunkin' Defendants") move to disqualify Troutman Pepper Hamilton Sanders, LLP ("Troutman") from its representation of the Plaintiff in this case.

I. INTRODUCTION

For all practical purposes, Troutman has sued a current client. This creates a clear conflict of interest, and the firm must be disqualified from representing the Plaintiff in this case.

First, since well before the initiation of this action, Troutman has been representing a wholly owned subsidiary of the Dunkin' Defendants, Dunkin' Donuts Franchising, LLC ("Dunkin' Franchising") in a lawsuit in New Jersey (the "New Jersey Action"). Dunkin' Franchising, however, has no employees, no in-house legal team, and almost no documents of its own. It exists simply to serve as a franchisor, *i.e.*, the legal entity which contracts with the thousands of Dunkin' franchisees around the country. The work of

Dunkin' Franchising is carried out by Dunkin' Brands and Inspire Brands, its parent company.

Troutman understood the nature of the Dunkin' organization, and therefore had its engagement letter addressed to and signed by Derek Ensminger, the Senior Litigation Counsel for Inspire Brands. Troutman has worked directly and exclusively with Mr. Ensminger and other employees of Dunkin' Brands and Inspire Brands to defend the New Jersey Action. Yet because the companies conduct their business as a cohesive, streamlined organization, Mr. Ensminger and those same employees of Inspire and Dunkin' Brands are also responsible for this litigation. In other words, the Dunkin' Defendants are expected to work to defend themselves *with* Troutman in the defense of the New Jersey Action while at the same time defending themselves *from* Troutman in the instant case – a case in which Troutman is seeking from them millions of dollars in damages and attorneys' fees, as well as injunctive relief.

Second, Troutman seemingly insists that, regardless of the wholly overlapping nature of their client's business with that of its parents the Dunkin' Defendants, it can sue the Dunkin' Defendants because Dunkin' Franchising is a distinct legal entity. Even if the separate legal existence of the Dunkin' entities eliminated this conflict, which it does not, the conflict here goes well beyond the question of whether Troutman can be adverse to a corporate affiliate of a current client. Here, the Plaintiff's claims against the Dunkin' Defendants *directly and adversely* impact Troutman's client Dunkin' Franchising. Specifically, the Amended Complaint (Count 5) claims that the Dunkin' Defendants are contributorily liable for the actions of Dunkin' franchisees, and seeks damages and injunctive relief asserting that the Dunkin' Defendants have the ability to direct the

franchisees' conduct (see Dkt. 17, ¶¶ 135, 136, 138, 139, and 140 of the Amended Complaint).

However, it is Troutman's client Dunkin' Franchising that has the direct contractual relationship with those franchisees, not the parent entities Troutman sued in this case. As set forth in detail below, it is Troutman's client Dunkin' Franchising that will be bound by the injunction sought in this case. Given Troutman's conflict of interest, the Court should disqualify Troutman from representing Sonate against the Dunkin' Defendants in this case.

II. BACKGROUND

A. The Concurrent Representation

Troutman filed the instant suit on April 28, 2022 against Dunkin' Brands and Dunkin' Brands Group. [Dkt. 1.] Sometime prior to that date, Troutman became counsel for the plaintiff in this case, Sonate Corporation ("Plaintiff" or "Sonate"). From the outset, Plaintiff has been represented by at least three attorneys from Troutman – partner James A. Washburn, partner Ben L. Wagner, and associate Lindsay Mitchell Henner. [Dkt. 1; Dkt. 18.]

On or around January 2022, and well prior to the filing of the instant case, Troutman was engaged to defend Dunkin' Franchising in the lawsuit *Catherine Doe, a minor by and through Carren Doe, her mother and natural guardian v. Dunkin' Donuts Franchising LLC, et al.*, Case No. CAM L 003165-21, in New Jersey Superior Court, Law Division (the "New Jersey Action"). [Ex. A, Ensminger Decl. ¶ 3.] Troutman partner Tracy E. Diamond and associate Jason Moreira are the attorneys of record for Dunkin' Franchising in the New Jersey Action. [*Id.* ¶ 4.] Troutman's defense of Dunkin'

Franchising in the New Jersey action has continued and is ongoing, and that matter is well into the discovery phase of the case. [*Id.* ¶ 6.]

B. Overlapping Legal Teams

Derek Ensminger, Senior Litigation Counsel for Inspire Brands, Inc. (“Inspire”) (the ultimate parent company of both Dunkin’ Franchising and the Dunkin’ Defendants in this action), is the in-house counsel responsible for and directly supervising Dunkin’ Franchising’s involvement in the New Jersey Action. [*Id.* ¶¶ 1, 5.] Mr. Ensminger has worked directly with Ms. Diamond at Troutman, and in fact has provided Dunkin’ Brands’ confidential information, including Dunkin’ corporate witness details, to Ms. Diamond in connection with the New Jersey Action. [*Id.* ¶¶ 5, 16, 17.]

As in the New Jersey Action, Mr. Ensminger is the attorney supervising and directly responsible for all aspects of the defense of the Dunkin’ Defendants in the instant litigation. [*Id.* ¶ 7.] Mr. Ensminger was in the process of providing Dunkin’ Brands documents to Ms. Diamond in the New Jersey Action when he received notice that Ms. Diamond’s firm had filed a multi-million-dollar lawsuit against his organization. [*Id.* ¶ 8.]

Troutman’s engagement letter for the representation of Dunkin’ Franchising in the New Jersey action was addressed to, and signed by, Mr. Ensminger as counsel and representative for Inspire – not Dunkin’ Franchising. [*Id.* ¶ 9.] The engagement letter does not include a provision to suggest that Troutman could, while representing Dunkin’ Franchising, be adverse to or initiate a lawsuit against its affiliates. [*Id.* ¶ 10.] Troutman did not obtain Dunkin’ Franchising’s consent, or the consent of the Dunkin’ Defendants, before undertaking its representation of Sonate or filing the instant litigation against the Dunkin’ Defendants. [*Id.* ¶ 11.]

C. Overlapping Sources for Documents and Potential Witnesses

Dunkin' Brands is the primary operating entity of the Dunkin' organizational structure, under the Dunkin' Brands Group umbrella. [*Id.* ¶ 12.] Dunkin' Franchising's only activity is to act as the franchisor of Dunkin' franchisees. [*Id.* ¶ 14.] Dunkin' Franchising has no employees; all of its operations are carried out by employees of its parent Dunkin' Brands or Inspire Resources, LLC (like the Dunkin' Defendants, a subsidiary of Inspire) [*Id.* ¶ 15.] The individual serving as the corporate representative for Dunkin' Franchising in the New Jersey Action is an employee of Dunkin' Brands, not Dunkin' Franchising. [*Id.* ¶ 16.] Moreover, almost all of the relevant confidential documents in the New Jersey Action being provided by Mr. Ensminger to Troutman (at Troutman's direction) are Dunkin' Brands documents, not those of Dunkin' Franchising. [*Id.* ¶ 17.] Troutman is aware of this overlap. The discovery served on Dunkin' Franchising in the New Jersey Action expressly defines the responsive parties to include not just Dunkin' Franchising but Dunkin' Brands as well, requiring Troutman to work directly with those entities on the defense. [*Id.* ¶ 18.]

D. Effect of the Requested Relief in the Instant Litigation

In addition to the overlapping legal teams and resources of Dunkin' Franchising and the Dunkin' Defendants, Troutman, in its representation of Sonate, alleges that the franchisees of Dunkin' Franchising are directly liable for trademark infringement and that the Dunkin' Defendants are contributory liable for those franchisees' actions. [First Amended Compl., Dkt. 17 ¶¶ 135-140]. As the franchisor, Dunkin' Franchising is the entity with contractual privity with Dunkin' franchisees. [Ensminger Decl. ¶ 14.] Dunkin' Franchising is therefore the entity contractually obligated to ensure compliance with

Dunkin' Brands' brand and marketing guidelines. [*Id.* ¶ 22.] The relief requested in the instant litigation, an injunction prohibiting any further infringement by the Dunkin' Defendants and those acting in concert with them, will directly and adversely impact Troutman's client Dunkin' Franchising. [*Id.* ¶¶ 21, 23.] It is practically and legally impossible for Troutman's client Sonate to win the injunctive relief it seeks *without enjoining Troutman's client Dunkin' Franchising*. Any injunction issued in the instant litigation will enjoin Troutman's client, Dunkin' Franchising, as well. [*Id.* ¶ 23.]

E. Dissatisfaction of Dunkin' Franchising

Troutman's attorneys working with Mr. Ensminger never discussed the intention of their firm to file a lawsuit against the Dunkin' Defendants. [*Id.* ¶ 25.] Because of the concurrent representation, Mr. Ensminger feels uneasy divulging confidential information (such as operations information regarding the Dunkin' franchise structure) to Troutman in the New Jersey Action. [*Id.* ¶ 26.] Mr. Ensminger is concerned that Troutman's loyalty is divided as a result of its concurrent representation of Dunkin' Franchising and Sonate in the instant litigation. [*Id.* ¶ 27.]

III. LEGAL STANDARD

Motions to disqualify are governed by two sources: (1) the local rules and (2) federal common law. *See Herrmann v. Gutterguard, Inc.*, 199 F. App'x 745, 752 (11th Cir. 2006). "The party bringing the motion to disqualify bears the burden of proving the grounds for disqualification." *Id.* (citing *In re BellSouth Corp.*, 334 F.3d 941, 961 (11th Cir. 2003)). "Because a party is presumptively entitled to the counsel of his choice, that right may be overridden only if 'compelling reasons' exist." *Id.* (citing *In re BellSouth Corp.*, 334 F.3d at 961). Where a district court's disqualification order is based on an

allegation of an ethical violation, “[t]he court must clearly identify a specific Rule of Professional Conduct which is applicable to the relevant jurisdiction and must conclude that the attorney violated that rule.” *Herrmann*, 199 F. App’x at 752.

IV. DISCUSSION

A. Troutman’s Representation of Plaintiff Requests Relief Directly Adverse to Its Client Dunkin’ Franchising.

The Middle District of Florida’s Local Rules state that “[a] lawyer appearing in the Middle District must remain familiar with, and is bound by, the rules governing the professional conduct of a member of The Florida Bar.” See M.D. Fla. L.R. 2.01(e). Florida Bar Rule 4-1.7 reads as follows:

Except as provided in subdivision (b),¹ a lawyer must not represent a client if:

- (1) the representation of 1 client will be directly adverse to another client; or
- (2) there is a substantial risk that the representation of 1 or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

R. Regulating Fla. Bar 4-1.7. Further, the comments to Rule 4-1.7 state that “[s]ubdivision (a)(1) applies only when the representation of 1 client would be directly adverse to the

¹ Subdivision (b) provides that a lawyer may represent a client, notwithstanding the existence of a conflict of interest under subdivision (a), if (1) the lawyer reasonably believes that they can provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not require the lawyer to assert a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and (4) each affected client gives informed consent, either in writing or clearly stated on the record at a hearing. This “exception” to subdivision (a) is inapplicable because Dunkin’ Franchising has not given informed consent to this conflict of interest. [Ensminger Decl. ¶ 11.]

other and where the lawyer's responsibilities of loyalty and confidentiality of the other client might be compromised." See Comment to R. Regulating Fla. Bar 4-1.7.

The commentary to Florida Bar Rule 4-1.13 clarifies that a lawyer who represents a corporate entity "is not presumed to also represent, solely by virtue of representing or having represented the client, an organization (such as a corporate parent or subsidiary) that is affiliated with the client." R. Regulating Fla. Bar 4-1.13, cmt. titled "Representing related organizations". However, "[t]here are exceptions to this general proposition, such as when an affiliate actually is the alter ego of the organizational client" *Id.* (providing non-exhaustive examples of exceptions). One such exception is where the representation seeks relief that is directly adverse to the interests of the affiliate client. See *Hilton v. Barnett Banks, Inc.*, Case No. 94-1036-CIV-T-24(A), 1994 WL 776971, 1994 U.S. Dist. LEXIS 19444, at *4-8 (M.D. Fla. Dec. 30, 1994).

In *Hilton v. Barnett Banks, Inc.*, counsel for the plaintiff represented a subsidiary of the defendant at the time counsel took on the representation of the plaintiff. *Id.* at *2. The subsidiary was not a named defendant in the action. *Id.* However, the Court found that, because the plaintiff requested injunctive relief against the defendant and its affiliates, counsel's representation of the plaintiff was directly adverse to the interests of its current client – the defendant's subsidiary. *Id.* at *8-9. Thus, the Court disqualified counsel from representing the plaintiff in the action. *Id.* at * 10.

Here, the relief requested in Troutman's representation² of Sonate is directly adverse to the interests of its current client Dunkin' Franchising. Plaintiff's First Amended

² Rule 4-1.10 states that "[w]hile lawyers are associated in a firm, none of them may knowingly represent a client when any 1 of them practicing alone would be prohibited from doing so by rule 4-1.7 . . . except as provided elsewhere in this rule, or unless the

Complaint alleges trademark infringement by Dunkin' franchisees and contributory infringement by Dunkin' through its instruction of Dunkin' franchisees to participate in the GREAT TASTE PLANT-BASED campaign. [Dkt. 17 ¶¶ 135-140]. Dunkin' Franchising is the franchise entity of the Dunkin' organization. [See Ensminger Decl. ¶ 14.] Put simply, Dunkin' Franchising is the entity which enters into franchise agreements with Dunkin' franchisees and is contractually entitled to enforce compliance with Dunkin' branding and marketing guidelines. [*Id.* ¶¶ 14, 22.]

Further, Plaintiff seeks injunctive relief against "Defendants and all of their respective officers, **agents**, servants, representatives, employees, attorneys, and **all other persons acting in concert with them.**" [Dkt. 17 at p. 48] (emphasis added). The first prayer for relief seeks to prohibit the use of certain phrases in the "marketing, promotion, advertising, sale, or distribution" of any meat substitute. *Id.* These meat substitutes were sold at Dunkin' franchisee owned stores. [See Ensminger Decl. ¶ 22.] The second prayer for relief seeks to prohibit the Defendants from "[e]ncouraging or assisting others to use" the identified phrases, again seeking to prohibit action by Dunkin' Franchising and its franchisees. [Dkt. 17 at p. 49.] Any injunctive relief received by Plaintiff against the Dunkin' Defendants in this matter will also enjoin Dunkin' Franchising, which would be required to comply with, and instruct all franchisees to comply with, any injunction. [Ensminger Decl. ¶ 23.] Thus, Troutman's representation of Sonate in this matter is directly adverse to its client Dunkin' Franchising in violation of Rule 4-1.7.

prohibition is based on a personal interest of the prohibited lawyer See Fla. Bar R. 4-1.10. Thus, the conflict of interest caused by Ms. Diamond's representation of Dunkin' Franchising is imputed to the entire firm of Troutman.

B. Troutman's Concurrent Representation of Dunkin' Franchising is a Conflict Under the ABA Model Rules for Professional Conduct.

The Rules Regulating the Florida Bar adopt the legal ethics regime set forth in the ABA Model Rules for Professional Conduct, which were “adopted in substantially the same form by the Supreme Court of Florida.” *In re Captran Creditors Trust*, 104 F.R. 442, 444 (Bankr. M.D. Fla. 1989); see also *EBSCO Gulf Coast Dev. v. Salas*, 2017 U.S. Dist. LEXIS 226746, at *16-17 (N.D. Fla. May 5, 2017) (looking to an ABA formal opinion in parsing an attorney's obligations under R. Regulating Fla. Bar 4-1.7). Model Rule 1.7 of the ABA Model Rules of Professional Conduct prohibits a law firm from accepting a representation that is adverse to an affiliate of a current client if “circumstances are such that the affiliate should also be considered a client of the lawyer.” ABA Model R. Prof. Conduct 1.7, cmt. 34.

In determining whether such circumstances exist, courts look to “whether there is a sufficient unity of interest between [the affiliates]” that the concurrent adverse representation “reasonably diminishes the level of confidence and trust in counsel.” *Certain Underwriters v. Argonaut Ins. Co.*, 264 F. Supp. 2d 914, 922 (N.D. Cal. 2003). Such circumstances exist where there is a high degree of operational overlap between the affiliates and overlap in the management of the legal matters. See *Trimble Inc. v. Perdiemco LLC*, 802 F. App'x 557, 559-60 (Fed. Cir. 2020).

In *Trimble*, the fact that the affiliates at issue shared office space, phone and computer networks coupled with significant overlap in the individuals managing the legal matters of both cases was sufficient to require disqualification. See *id.* Likewise, in *Argonaut*, the court required disqualification where both matters were managed by the same person and there was significant overlap in the management operations of both

entities. *Argonaut*, 264 F. Supp. 2d at 923-24. Where such significant operational and legal affair overlap exists, “treating the two [affiliates] as a single entity for conflicts purposes is appropriate. *Id.* at 924.

In this action, disqualification is warranted because significant overlap exists between the operations of Dunkin’ Franchising and Dunkin’ Defendants and in the legal management of both actions. Dunkin’ Franchising is a wholly owned subsidiary of both Dunkin’ Defendants. [Ensminger Decl., Decl. ¶ 13.] Dunkin’ Franchising and the Dunkin’ Defendants share a common goal: extension of the Dunkin’ franchise and the sale of coffee, doughnuts and other baked goods. [*Id.* ¶ 14.] Because it has no employees of its own, all of Dunkin’ Franchising’s operations are carried out by employees of Dunkin’ Brands Inc. or Inspire Resources, LLC (a separate subsidiary under the ultimate parent, Inspire). [*Id.* ¶ 15.] In fact, the corporate representative for Dunkin’ Franchising in the New Jersey Action is an employee of Dunkin’ Brands Inc. [*Id.* ¶ 16.] And confidential documents of Dunkin’ Brands and Inspire have been produced to Troutman in connection with its representation of Dunkin’ Franchising in the New Jersey Action. [*Id.* ¶ 17.] For all intents and purposes, Troutman’s representation of Dunkin’ Franchising is a representation of Dunkin’ Brands – the entity it has initiated this action against.

Given the operational overlap, it is unsurprising that Dunkin’ Franchising and Dunkin’ are also represented by the same in-house legal team at Inspire, the Dunkin’ entities’ parent company. [*Id.* ¶¶ 5, 7.] Indeed, the same individual who signed Troutman’s engagement letter for the New Jersey Action and supervises that matter also supervises the defense of the Dunkin’ Defendants in the instant Sonate litigation. [*Id.* ¶¶ 5, 7, 9.] The engagement letter is even addressed to Inspire, demonstrating that

Troutman fully understood that its representation of Dunkin' Franchising was for all practical purposes a representation of the parent. [*Id.* ¶ 9.] The engagement letter also does not include any provision to suggest that Troutman could, while representing Dunkin' Franchising, be adverse to (let alone initiate a lawsuit against) the Dunkin' Defendants – entities with whom Troutman is engaging directly in its defense of the New Jersey Action. [*Id.* ¶ 10.]

In deciding whether to disqualify a law firm, a court should also look to the purpose of the rule violated. See *Arrowpac Inc. v. Sea Star Line, LLC*, No. 3:12-cv-1180-J-32JBT, 2013 U.S. Dist. LEXIS 144308, at *43 (M.D. Fla. Apr. 30, 2013). The purposes underlying Rule 4-1.7 are “(1) to protect confidences that a client may have shared with his attorney and (2) to safeguard loyalty as a feature of the attorney-client relationship.” See *id.* (citing *Prudential Ins. Co. of Am. v. Anodyne, Inc.*, 365 F. Supp. 2d 1232, 1237 (S.D. Fla. 2005)). A client is entitled to his lawyer’s “undivided loyalty” as his “advocate” and “champion”. *Fla. Ins. Guar. Ass’n Inc. v. Carey Can.*, 749 F. Supp. 25, 258 (S.D. Fla. 1990).

Troutman’s duty of loyalty to Dunkin’ Franchising is divided as a result of its representation of Sonate in this litigation. Dunkin’ Franchising’s in-house counsel (the same in-house counsel for the Dunkin’ Defendants) is concerned that Troutman’s attorneys in the New Jersey Action never raised this conflict issue with him. [Ensminger Decl. ¶ 25.] Troutman’s concurrent representation also gives him pause in divulging confidential information (such as operations information regarding the Dunkin’ franchise structure) to Troutman in the New Jersey Action. [*Id.* ¶ 26, 27.] This is precisely the loyalty concern Rule 4-1.7 is designed to prevent. Because the underlying purpose of ensuring

undivided loyalty to one's client has been negated by Troutman's actions in this litigation, disqualification is appropriate.

C. The Factors to be Considered When Deciding Whether Disqualification is Necessary Weigh in Favor of Troutman's Disqualification.

"[S]ome courts have looked to balancing tests to determine whether disqualification is warranted." *See Arrowpac Inc.*, 2013 U.S. Dist. LEXIS 144308, at *44-45. Some factors to be considered are (1) the nature of the ethical violation; (2) the prejudice to the parties; (3) the effectiveness of counsel in light of the violations; (4) the public's perception of the profession; and (5) whether or not the attempt to disqualify an attorney is used as a tactical device or a means of harassment. *Id.*

Each factor weighs in favor of disqualification in this case. The nature of the ethical violation – a client conflict that implicates an attorney's duty of loyalty – is one of the foundations of the professional relationship. *See United States v. Sheperd*, 27 F. 4th 1075, 1083 (5th Cir. 2022) ("One of the most indispensable duties that any counsel owes his client is the duty of loyalty.").

As to the second factor, the instant case is in its infancy. This Motion is brought nearly two weeks before responsive pleadings are even due, and well before the discovery phase. Thus, any prejudice to Sonate caused by the disqualification of Troutman would be minimal. *See Arrowpac Inc.*, 2013 U.S. Dist. LEXIS 144308, at *44-45 (stating that prejudice caused by disqualification of counsel would be minimal as case was in its infancy and motion to disqualify was brought before discovery or motion practice). On the other hand, the New Jersey Action has recently concluded written discovery and depositions have already been scheduled. [Ensminger Decl., ¶ 6.] Dunkin'

Franchising would suffer material prejudice if forced to select alternate counsel at this stage in the New Jersey Action. [*Id.* ¶ 28.]

Further, the practical impact of Troutman's continued representation – seeking injunctive relief that will directly and adversely impact a current client – raises serious concerns as to whether Troutman can effectively and vigorously represent Dunkin' Franchising. See *Arrowpac Inc.*, 2013 U.S. Dist. LEXIS 144308, at *45. Finally, allowing Troutman to continue representing Sonate under the current circumstances would further create problems with the public's perception of the profession. See *id.* at 46.

Having established that Troutman's conduct constitutes a violation of Florida Bar Rule 4-1.7 and ABA Model Rule 1.7 and shown that each of the five factors weigh in favor of disqualification, disqualification of Troutman is both appropriate and necessary in order to cure the conflict created by Troutman's conduct. See *Hilton v. Barnett*, at *5 ("firm is per se ineligible to participate in an action" if there is a conflict under Rule 4-1.7).

V. CONCLUSION

Troutman's concurrent representation of Sonate and Dunkin' Franchising creates an unethical conflict of interest under Rule 4-1.7. As a result, the Court should disqualify the firm of Troutman Pepper Hamilton Sanders, LLP from this action.

Respectfully submitted this 15th day of June, 2022.

/s/ John D. Goldsmith

Florida Bar No. 0444278

TRENAM, KEMKER, SCHARF, BARKIN,
FRYE, O'NEILL & MULLIS, P.A.

101 E. Kennedy Boulevard, Suite 2700

Tampa, Florida 33602

Phone: 813-223-7474

Fax: 813-227-0456

jgoldsmith@trenam.com

idawkins@trenam.com

svanboskerck@trenam.com

LOCAL RULE 3.01(g) CERTIFICATION

In compliance with Local Rule 3.01(g), counsel for the Dunkin' Defendants conferred with the General Counsel of Troutman by telephone on June 8, 2022 and June 10, 2022 concerning this Motion. The parties were unable to agree as to the resolution of any part of this motion. See M.D. Fla. R. 3.01(g).

CERTIFICATE OF SERVICE

This is to certify that I have on June 15, 2022 served a copy of the foregoing DEFENDANTS DUNKIN' BRANDS GROUP, INC. AND DUNKIN' BRANDS, INC.'S MOTION TO DISQUALIFY PLAINTIFF'S COUNSEL by filing via the Court's CM/ECF electronic filing system, which will automatically serve notice of the filing on all counsel of record.

/s/ John D. Goldsmith

Attorney of Record