In the
Supreme Court of Ohio

STEVEN SINLEY,	)	Case No. 2020-1158
	)	
Plaintiff-Appellee,	)	On Appeal from the
	)	Cuyahoga County
v.	)	Court of Appeals,
	)	Eighth Appellate District
SAFETY CONTROLS TECHNOLOGY, INC., *et al.*	)	
	)	Court of Appeals
	)	Case No. 109065
Defendant-Appellant.	)	

BRIEF OF *AMICUS CURIAE* THE CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA IN SUPPORT OF DEFENDANT-APPELLANT SUPERIOR DAIRY, INC.

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The Chamber of Commerce of the United States of America respectfully submits this brief as *amicus curiae* in support of Defendant-Appellant Superior Dairy, Inc.

STATEMENT OF INTEREST OF *AMICUS CURIAE*

The Chamber of Commerce of the United States of America is the world's largest business federation. It represents approximately 300,000 direct members and indirectly represents the interests of more than 3 million companies and professional organizations of every size, in every industry sector, and from every region of the country. An important function of the Chamber is to represent the interests of its members in matters before Congress, the Executive Branch, and the courts. To that end, the Chamber regularly files *amicus curiae* briefs in cases that raise issues of concern to the nation's business community, including cases involving the enforceability of arbitration agreements.

The Chamber's members, including members doing business in Ohio, regularly employ arbitration agreements. Arbitration allows them to resolve disputes promptly and efficiently while avoiding the costs associated with traditional litigation. Arbitration is speedy, fair, inexpensive, and less adversarial than litigation in court. Based on the principles embodied in the Federal Arbitration Act and the U.S. Supreme Court's consistent affirmation of the legal protection the FAA provides for arbitration agreements, the Chamber's members have structured millions of contractual relationships around arbitration agreements.

The Chamber has a strong interest in ensuring that arbitration agreements are enforced according to their terms and that the FAA applies uniformly nationwide. Yet the decision below reflects a minority view that, before statutory claims may be arbitrated in accordance with an arbitration clause in a collective bargaining agreement, the relevant statute must be listed *by name* in the agreement. That "magic words" approach, if permitted to stand, threatens to undermine the

FAA's mandate to enforce arbitration agreements according to their terms, and to deprive businesses and workers alike of the benefits of arbitration.

INTRODUCTION AND SUMMARY OF ARGUMENT

The arbitration agreement in this case covers "any violation of laws *or statutes* by the Union or the Company, as alleged by an employee." (Frank Aff. Exh. "A", p. 11, § 4; Dec. ¶ 4) (emphasis added). The agreement then listed a number of federal and Ohio statues, while making clear that the list of enumerated statutes was "without limitation." *Id.*

Notwithstanding this express and unqualified agreement to arbitrate "any" statutory claim, the Court of Appeals held that the plaintiff was not required to arbitrate his claim under Ohio Rev. Code Section 2745.01. The court first declined to apply a presumption in favor of arbitrability because the case involves statutory claims and the arbitration provision is located in a collective bargaining agreement. And the court then concluded that because the particular Ohio statute was not mentioned by name in the agreement, the statutory claim the employee brought was not covered by the arbitration agreement.

Both of those conclusions violate the Federal Arbitration Act and the U.S. Supreme Court's FAA precedents.

As the U.S. Supreme Court recently reiterated, the FAA requires, as a matter of substantive federal law, "that ambiguities about the scope of an arbitration agreement must be resolved in favor of arbitration." *Lamps Plus, Inc. v. Varela*, 139 S. Ct 1407, 1418-19 (2019) (citing *Mitsubishi Motors Corp. v. Soler Chrysler/Plymouth*, 473 U.S. 614, 626 (1985); *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24-25 (1983)). The *Mitsubishi* Court explicitly held that "there is no reason to depart from" the FAA's presumption in favor of arbitrability "where a party bound by an arbitration agreement raises claims founded on statutory rights." 473 U.S. at 626. And there cannot be a different rule for collective bargaining agreements: controlling U.S.

Supreme Court precedent explains that there should be no "distinction between the status of arbitration agreements signed by an individual employee and those agreed to by a union representative." *14 Penn Plaza LLC v. Pyett*, 556 U.S. 247, 258 (2009). Applying the FAA's required presumption of arbitrability would make this case easy to resolve: Because all doubts about the scope of an arbitration clause must be resolved in favor of arbitration, the arbitration clause's express coverage of claims alleging "any violation of laws or statutes" must be interpreted to cover claims under Section 2745.01.

But even if the lower court were correct that the FAA's thumb on the scale in favor of arbitration did not apply here, the arbitration clause would nonetheless cover the statutory claim at issue. The court below relied upon the clear-and-unmistakable standard articulated in *Wright v. Universal Maritime Service Corp.*, 525 U.S. 70 (1998). That case expressly "decline[d] to consider the applicability of the FAA" (*id.* at 77 n.1)—raising questions about whether the standard in *Wright* applies at all to cases (like this one) controlled by the FAA. Moreover, the *Wright* standard does not require every conceivable state and federal statute to be listed by name in the arbitration agreement. As the majority of courts have held, it is more than sufficient for an arbitration provision to refer to statutory causes of action in general (as is the case here). For good reason: that standard "does not require magic words or prescribe any bright-line approach requiring enumeration of statutes." *Darrington v. Milton Hershey School*, 958 F.3d 188, 194-95 (3d Cir. 2020). Imposing a heightened requirement to list each statute conflicts with the FAA's directive to enforce arbitration agreements according to their terms and instead impermissibly "singles out arbitration agreements for disfavored treatment." *Kindred Nursing Ctrs. Ltd. P'ship v. Clark*, 137 S. Ct 1421, 1425 (2017) (holding that the FAA preempts a "clear-statement" rule that required explicit mention of arbitration agreements in order for a power of attorney to have authority to enter into an arbitration agreement).

Finally, the lower court's creation of a heightened standard for the enforcement of arbitration agreements, if allowed to stand, threatens to deprive both businesses and workers of the important benefits that arbitration provides. Indeed, the U.S. Supreme Court has been "clear in rejecting the supposition that the advantages of the arbitration process somehow disappear when transferred to the employment context." *Circuit City Stores, Inc. v. Adams*, 532 U.S. 105, 123 (2011) (citing *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20, 30-32 (1991)). And the best available empirical evidence supports that observation.

Yet the approach below, if adopted, creates an unworkable standard that calls for more words but reduced comprehension. The only winners are lawyers who will litigate over whether workers can circumvent their arbitration agreements. Because the FAA instead requires parties to honor that obligation, this Court should reverse.

STATEMENT OF THE CASE AND FACTS

The Chamber adopts Superior Dairy's Statement of the Case and Facts.

ARGUMENT IN SUPPORT OF PROPOSITIONS OF LAW

Proposition of Law No. I:

> *The presumption of arbitrability applies in R.C. 2711.03 and 9 U.S.C. § 3 motions to compel arbitral resolution of statutory claims. Arbitration should not be denied unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute.*

Proposition of Law No. II:

> *A "clear and unmistakable" waiver of a judicial forum for resolving employee statutory claims can exist in a private or public-sector collective bargaining agreement without exhaustively listing every conceivable, possible state and federal statute. A collectively-bargained waiver of a judicial forum for employee statutory claims is to be treated and viewed no differently than the complete waiver of the statutory right or claim itself.*

A. The FAA's Presumption Of Arbitrability Applies To Arbitration Agreements Covering Statutory Claims That Are Located In Collective Bargaining Agreements.

There is no dispute that the FAA governs the arbitration agreement in this case. When interpreting that agreement, the lower court nonetheless refused to apply the FAA's presumption of arbitrability. That refusal contravenes U.S. Supreme Court precedent interpreting the FAA.

First, as the U.S. Supreme Court held nearly four decades ago, under the FAA, "as a matter of *federal law*, any doubts concerning the scope of arbitrable issues should be resolved *in favor of arbitration*, whether the problem at hand is *the construction of the contract language itself* or an allegation of waiver, delay, or a like defense to arbitrability." *Moses H. Cone*, 460 U.S. at 24-25 (emphasis added). In other words, "questions of arbitrability must be addressed with a healthy regard for the federal policy of arbitration," *id.* at 24, and thus "an order to arbitrate the particular grievance should not be denied unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute," *AT&T Technologies, Inc. v. Communications Workers of America*, 475 U.S. 643, 650 (1986) (quotation marks omitted). The Court cited *Moses H. Cone* just two Terms ago in reiterating that the "FAA itself" requires, as a matter of substantive federal law, "that ambiguities about the scope of an arbitration agreement must be resolved in favor of arbitration"—and that the FAA therefore preempts any state-law rule to the contrary. *Lamps Plus*, 139 S. Ct. at 1418-19.

Second, the presumption of arbitrability applies equally to agreements to arbitrate statutory claims. The U.S. Supreme Court made that clear in *Mitsubishi Motors* (the other case cited with approval in *Lamps Plus*), quoting the above language from *Moses H. Cone* and then explaining that "[t]here is no reason to depart from these guidelines where a party bound by an arbitration agreement raises claims founded on statutory rights." *Mitsubishi Motors*, 473 U.S. at 626. Indeed, the Court cautioned, "we are well past the time when judicial suspicion of the desirability of arbitration and of the competence of arbitral tribunals inhibited the development of arbitration as

an alternative means of dispute resolution." *Id.* at 626-27. Accordingly, the FAA "provides no basis for disfavoring agreements to arbitrate statutory claims by skewing the otherwise hospitable inquiry into arbitrability." *Id.* at 627.

Third, there is no collective bargaining exception to application of the FAA's presumption in favor of arbitration. "Nothing in the law suggests a distinction between the status of arbitration agreements signed by an individual employee and those agreed to by a union representative." *14 Penn Plaza*, 556 U.S. at 258. The *14 Penn Plaza* Court thus explained that the rationale in *Mitsubishi Motors* and *Gilmer*—cases requiring arbitration of statutory claims under agreements signed by individual employees—"fully applies in the collective-bargaining context." *Id.* The Court expressly departed from "broad dicta" in past cases "that were highly critical of the use of arbitration for the vindication of statutory ... rights," explaining that such skepticism "rested on a misconceived view of arbitration that this Court has since abandoned." *Id.* at 265. And with respect to collective bargaining in particular, the Court recognized that the fact that collective bargaining agreements are negotiated by labor unions on behalf of individual employees "does not justify singling out an arbitration agreement for disfavored treatment." *Id.* at 270.

To be sure, the U.S. Supreme Court in *Wright* previously declined to apply any presumption of arbitrability and instead required a collective bargaining agreement to contain a "clear and unmistakable" agreement to arbitrate statutory claims. 525 U.S. at 78, 80. But the Court in *Wright* expressly "decline[d] to the consider the applicability of the FAA to the present case." *Id.* at 77 n.7. And, perhaps more significant, its reasoning cannot be squared with the Court's subsequent decision in *14 Penn Plaza*, which controls here.[1]

[1] The Court had no occasion in *14 Penn Plaza* to decide whether to overrule *Wright*'s "clear and unmistakable" standard, because the case came to the Court on the premise that the collective-bargaining agreement clearly and unmistakably required arbitration of the plaintiffs' statutory

For example, *Wright* was predicated on the view that a different standard is "applicable to a *union-negotiated* waiver of employees' statutory right to a judicial forum." 525 U.S. at 80 (emphasis added). On that basis, the Court sought to distinguish *Gilmer*, in which an "equivalently broad arbitration clause" that applied to "any dispute, claim or controversy ... was held to embrace federal statutory claims." *Id.* The *Wright* Court acknowledged that a "'clear and unmistakable' standard was not applicable" in *Gilmer*, but stated that *Gilmer* did not control because "*Gilmer* involved an individual's waiver of his own rights, rather than a union's waiver of the rights of represented employees." *Id.* at 80-81.

14 Penn Plaza says the exact opposite. As noted above, the Court held that *Gilmer*'s discussion of why the agreement by the individual employee in that case to arbitrate his claims under the federal Age Discrimination in Employment Act "fully applies in the collective-bargaining context," because "[n]othing in the law suggests a distinction between the status of arbitration agreements signed by an individual employee and those agreed to by a union representative." *14 Penn Plaza*, 556 U.S. at 258. Instead, "[a]s in any contractual negotiation, a union may agree to the inclusion of an arbitration provision in a collective-bargaining agreement in return for other concessions from the employer," and "[c]ourts generally may not interfere in this bargained-for exchange." *Id.* at 257. Accordingly, the *14 Penn Plaza* Court's rejection of a collective-bargaining-specific standard for the enforcement of arbitration agreements controls, and it requires application of the FAA's presumption in favor of arbitration in the context of both collective bargaining agreements and agreements signed by individual workers.

In short, the FAA's presumption in favor of arbitrability applies with full force in the collective-bargaining context and to agreements to arbitrate statutory claims.

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claims. *See 14 Penn Plaza*, 556 U.S. at 272-73. But *Wright*'s reasoning in adopting that standard is inconsistent with *14 Penn Plaza*.

B. An Arbitration Agreement Need Not List Every Possible State or Federal Statutory Claim In Order To Be Enforceable Under The FAA.

Congress enacted the Federal Arbitration Act to "reverse the longstanding judicial hostility to arbitration agreements," "to place [these] agreements upon the same footing as other contracts," and to "manifest a liberal federal policy favoring arbitration agreements." *EEOC v. Waffle House, Inc.*, 534 U.S. 279, 289 (2002) (quotation marks omitted). The FAA therefore directs "courts to enforce arbitration agreements according to their terms." *Epic Sys. Corp. v. Lewis*, 138 S. Ct. 1612, 1619 (2018). Specifically, the principal substantive provision of the FAA, Section 2, provides that an arbitration agreement "shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of *any* contract." 9 U.S.C. § 2 (emphasis added). "That statutory provision establishes an equal-treatment principle," requiring States "to put arbitration agreements on an equal plane with other contracts." *Kindred*, 137 S. Ct. at 1426-27.

For several reasons, the rule announced below—that a statute must be listed by name in a collective bargaining agreement before a claim under that statute is subject to arbitration—fails to satisfy these principles.

To begin with, although the lower court purported to apply the "clear and unmistakable" standard from *Wright*, that unique standard for collective bargaining agreements can no longer stand in light of the reasoning in *14 Penn Plaza*, for all of the reasons discussed above. Similarly, the Sixth Circuit case cited by the lower court, *Bratten v. S.S.I. Services, Inc.*, 185 F.3d 625 (6th Cir. 1999), was decided before *14 Penn Plaza* and echoes the *Wright* Court's conclusion that there should be a "demanding standard" that applies solely to collective bargaining agreements. *Id.* at 631. *Bratten*, too, cannot be squared with *14 Penn Plaza*.

Next, even assuming the *Wright* standard retains any validity in interpreting arbitration agreements covered by the FAA, the majority of courts that have made that assumption have held

that the *Wright* standard is satisfied by reference "to statutory causes of action generally." *Abdullayeva v. Attending Homecare Servs., LLC*, 928 F.3d 218, 224 (2d Cir. 2019) (quotation marks omitted); *see also* Superior Dairy Br. 18-19 (collecting other cases in the majority). While courts are divided on the issue, the Third Circuit's recent opinion in *Darrington* persuasively explains that "[t]he standard enunciated in *Wright* does not require magic words or prescribe any bright-line approach requiring enumeration of statutes." *Darrington*, 958 F.3d at 194-95 (compelling arbitration of federal statutory discrimination claim pursuant to an arbitration provision requiring arbitration of "any dispute alleging discrimination"). Indeed, the Third Circuit further explained, such a bright-line rule may "invite drafting mistakes and cause unintended gaps as the statutory landscape changes." *Id.* at 194; *see also id.* at 194 & n.6 (rejecting *Bratten* and similar cases because "*Wright* requires nothing more than it says").

In addition, *Wright* itself provides no support for a requirement to enumerate every possible statutory claim. The "very general" arbitration agreement in *Wright*—which provided solely for arbitration of "[m]atters under dispute" with no mention of statutory claims at all (525 U.S. at 80)—stands in stark contrast with the arbitration agreement in this case, which explicitly requires arbitration of "any" alleged violation "of statutes." As the Third Circuit put it, "[t]he plain and ordinary meaning of 'any' in the context of affirmative sentences like the ones in the CBA is 'every' or 'all.'" *Darrington*, 958 F.3d at 195. And thus, as here, "[t]he CBA's arbitration provision is broad, but it is also clear and unmistakable." *Id.*; *see also, e.g.*, *Singletary v. Enersys, Inc.*, 57 F. App'x 161, 164 (4th Cir. 2013) (holding that provision requiring arbitration of "[a]ny and all claims ... under any federal or state employment law" included plaintiff's federal statutory claims; "[a]lthough the language is indeed quite broad, it could not be more clear").

"Any" statutory claims means what it says; it encompasses claims alleging violations of any particular statute. That approach also accords with how Ohio law interprets contracts in

general and agreements outside of the arbitration context. As this Court has made clear, "[w]e interpret words used in contracts according to their plain and ordinary meaning" absent an alternative meaning "evident from the face or overall content of the contract" or a "manifestly absurd result." *Cheatham I.R.A. v. Huntington Nat'l Bank*, 157 Ohio St. 3d 358, 365 ¶ 28 (2019). (Neither of those exceptions applies here.) And, for example, the Sixth Circuit has enforced under Ohio law the waiver of a claim under Section 2745—the very statute at issue here—through a written release covering "all claims, demands, and causes of action," whether "known or unknown." *Seals v. Gen. Motors Corp.*, 546 F.3d 766, 772 (6th Cir. 2008). Given that a claim under Section 2745 can be waived entirely through a general broad release that does not list the statute by name, it would be anomalous and improper for Ohio law to require a heightened standard for an agreement to arbitrate claims under that statute. After all, "'by agreeing to arbitrate a statutory claim, a party does not forgo the substantive rights afforded by the statute; it only submits to their resolution in an arbitral, rather than a judicial, forum.'" *Gilmer*, 500 U.S. at 26 (quoting *Mitsubishi*, 473 U.S. at 628).

The magic-words approach adopted below thus reflects an application of Ohio law that subjects arbitration agreements "to uncommon barriers" that do not "survive the FAA's edict against singling out those contracts for disfavored treatment." *Kindred*, 137 S. Ct. at 1427. The analysis in *Kindred* applies here clearly. That case involved a Kentucky "clear-statement rule" that required power of attorney documents to mention arbitration agreements in particular before a legal representative could "enter into an arbitration agreement for someone else." *Id.* at 1425-26. The U.S. Supreme Court held such a rule ran afoul of the FAA and its equal treatment principle because it "fails to put arbitration agreements on an equal plane with other contracts." *Id.* at 1426-27. As the Court observed, the Kentucky rule was "too tailor-made to arbitration agreements" because it relied "on the uniqueness of an agreement to arbitrate as its basis." *Id.* (quotation marks

omitted). Here, the arbitration-specific character of the rule is even clearer—it expressly applies only to arbitration agreements and only in one specific context (collective bargaining).

Moreover, one strong indication that the rule at issue in *Kindred* impermissibly singled out arbitration agreements was that the "clear-statement rule appears not to apply to other kinds of agreements relinquishing the right to go to court or obtain a jury trial. Nothing in the decision below (or elsewhere in Kentucky law) suggests that explicit authorization is needed before an attorney-in-fact *can sign a settlement agreement* or consent to a bench trial on her principal's behalf." 137 S. Ct. at 1427 n.1 (emphasis added). As just discussed, the same is true here: outside of the context of arbitration provisions in collective bargaining agreements, Ohio law does not require a statute to be listed by name before a claim under that statute can be the subject of a different contractual agreement, such as a release in a settlement.

Finally, a rule requiring each statute to be listed by name in an arbitration agreement cannot be justified on the basis that it provides workers with more detailed information about the claims subject to arbitration. To begin with, that premise is misguided; the rule will only yield longer and more complicated arbitration agreements and require constant revision of arbitration agreements to keep up with changes in the legal landscape. But in all events, the U.S. Supreme Court has held that the FAA preempts state laws "'requiring greater information or choice in the making of arbitration agreements.'" *Doctor's Associates, Inc. v. Casarotto*, 517 U.S. 681, 687 (1996) (quoting 2 I. Macneil et al., Federal Arbitration Law § 19.1.1, pp. 19:4-19:5 (1995)). Thus, in *Casarotto*, the Court held that the FAA preempted a Montana law requiring notice of an arbitration provision to appear in underlined capital letters on the first page of the contract. *Id.* at 683, 687-88. As the Court explained, the Montana law "directly conflicts with § 2 of the FAA because the State's law conditions the enforceability of arbitration agreements on compliance with a special notice requirement not applicable to contracts generally." *Id.* at 687.

In short, the FAA does not require statutes to be identified by name in an arbitration agreement before claims under those statutes are subject to arbitration, and the FAA preempts any state-law rule that would impose such a heightened requirement.

C. The Lower Court's Approach Threatens To Undermine The Benefits Of Arbitration.

The lower court's decision is not only wrong as a matter of law, but it also yields unfortunate practical consequences for businesses and workers alike.

By making it harder to agree to arbitrate statutory claims, the decision threatens to undermine the "real benefits to the enforcement of arbitration provisions," including "allow[ing] parties to avoid the costs of litigation." *Circuit City*, 532 U.S. at 122-23; *see also, e.g.*, *14 Penn Plaza*, 556 U.S. at 257 ("Parties generally favor arbitration precisely because of the economics of dispute resolution."). The U.S. Supreme Court has been "clear in rejecting the supposition that the advantages of the arbitration process somehow disappear when transferred to the employment context." *Circuit City*, 532 U.S. at 123 (citing *Gilmer*, 500 U.S. at 30-32). On the contrary, the Court emphasized that the lower costs of arbitration compared to litigation "may be of particular importance in employment litigation, which often involves smaller sums of money than disputes concerning commercial contracts." *Id.*; *see also, e.g., Batista v. South Florida Woman's Health Assocs., Inc.*, --- F. App'x ----, 2021 WL 318207, at *2 (11th Cir. Feb. 1, 2021) (employment dispute involving "$551" in damages).

Empirical evidence supports these observations. Arbitration typically is more efficient than litigation, allowing employees to resolve their claims more quickly than they would in court. *See, e.g.*, Nam D. Pham, Ph.D. & Mary Donovan, *Fairer, Better, Faster: An Empirical Assessment of Employment Arbitration*, NDP Analytics 5, 11–12 (2019), available at https://www.instituteforlegalreform.com/uploads/sites/1/Empirical-Assessment-Employment-Arbitration.pdf ("[E]mployee-plaintiff arbitration cases that were terminated with monetary

awards averaged 569 days . . . . In contrast, employee-plaintiff litigation cases that terminated with monetary awards required an average of 665 days . . . ."); Michael Delikat & Morris M. Kleiner, *An Empirical Study of Dispute Resolution Mechanisms: Where Do Plaintiffs Better Vindicate Their Rights?*, 58 Disp. Resol. J. 56, 58 (Nov. 2003 – Jan. 2004) (reporting findings that arbitration was 33% faster than analogous litigation).

In addition, employee-claimants achieve outcomes in arbitration equal to—if not better than—outcomes in litigation. Indeed, a 2019 study conducted on behalf of the Chamber's Institute for Legal Reform found that employees were *three times* more likely to win in arbitration than in court. Pham, *supra*, at 5-7 (surveying more than 10,000 employment arbitration cases and 90,000 employment litigation cases resolved between 2014 to 2018). The same study found that employees who prevailed in arbitration "won approximately double the monetary award that employees received in cases won in court." *Id.* at 5-6, 9-10.

As another scholar found, "there is no evidence that plaintiffs fare significantly better in litigation [than in arbitration]." Theodore J. St. Antoine, *Labor and Employment Arbitration Today: Mid-Life Crisis or New Golden Age?*, 32 Ohio St. J. on Disp. Resol. 1, 16 (2017) (quotation marks omitted; alterations in original). Rather, arbitration is generally "favorable to employees as compared with court litigation." *Id.*; *see also* Lewis L. Maltby, *Private Justice: Employment Arbitration and Civil Rights*, 30 Colum. Hum. Rts. L. Rev. 29, 46 (1998).

In short, arbitration of workplace disputes substantially benefits businesses and workers alike. Accordingly, these practical considerations weigh against the lower court's decision, which, if allowed to stand, will result in the loss of these benefits in a number of cases in Ohio—to the detriment of employees, businesses, and the state's entire economy.

CONCLUSION

For the foregoing reasons, the Chamber respectfully requests that this Court reverse the Court of Appeals' decision and accept Superior Dairy's position on the two propositions of law at issue.

Respectfully submitted,

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I hereby certify that a copy of the foregoing Brief of *Amicus Curiae* the Chamber of Commerce of the United States of America was served on February 16, 2021 by email upon the following counsel:

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