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SUPREME COURT, STATE OF COLORADO
2 East 14th Avenue
Denver, CO 80203

U.S. District Court for the District of Colorado
Civil Action No. 21-CV-00956-MEH

Plaintiff:

Alexis Skillett,

v.

Defendants:

Allstate Fire and Casualty Insurance Company, d/b/a Allstate Insurance Company, and Collin Draine.

▲ COURT USE ONLY ▲

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Case No. 2021SA187

BRIEF OF AMICUS CURIAE THE CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA IN SUPPORT OF DEFENDANTS

CERTIFICATE OF COMPLIANCE

I hereby certify that this brief complies with all requirements of C.A.R. 28(a)(2)-(3), C.A.R. 29, and C.A.R. 32, including all formatting requirements set forth in these rules. Specifically, the undersigned certifies that:

The brief complies with C.A.R. 29(d) because it contains 4,138 words.

I acknowledge that my brief may be stricken if it fails to comply with any of the requirements of C.A.R. 28(2)-(3), C.A.R. 29, and C.A.R. 32.

s/Stephen G. Masciocchi
Signature of attorney or party

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INTEREST OF AMICUS CURIAE

The Chamber of Commerce of the United States of America ("U.S. Chamber") is the world's largest business federation. It represents approximately 300,000 direct members and indirectly represents the interests of more than three million businesses and professional organizations of every size, in every sector, and from every region of the country.

An important function of the U.S. Chamber is to represent the interests of its members in matters before Congress, the Executive Branch, and the courts. To that end, the U.S. Chamber regularly files amicus curiae briefs in cases of vital concern to the nation's business community and to the employees and their families that the nation's business community supports. This is such a case.

ISSUE PRESENTED

Whether an employee of an insurance company who adjusts an insured's claim in the course of employment may for that reason be liable personally for statutory bad faith under Colorado Revised Statutes sections 10-3-1115 and -1116 ("statutes").

STATEMENT OF THE CASE

Plaintiff Alexis Skillett has sued Collin Draine, the individual who adjusted her claim for Underinsured Motorist Coverage under her Allstate insurance policy.

App. at 2, ¶ 22; 7, ¶¶ 87–90. It is undisputed that Draine (i) is not a party to the insurance policy, (ii) is an employee of Allstate, and (iii) was acting within the scope of his employment. App. at 44. Skillett alleges that Draine acted unreasonably, App. at 7, ¶¶ 88–89, but she doesn't allege more serious conduct. She seeks to recover from Draine two times the covered benefit under the Allstate policy, plus attorney fees and court costs. App. at 7, ¶ 90.

SUMMARY OF ARGUMENT

1. The statutes do not subject individual employee-adjusters to liability for statutory bad faith. This conclusion is compelled by the plain language of the statutes, read in the context of Article 3, Part 11 and related provisions of Title 10. In arguing to the contrary, Plaintiff ignores critical language, including language prefatory to the definition of "person" on which she relies so heavily.

This Court need not resort to legislative history, as the court did in *Riccatone v. Colorado Choice Health Plans*, 2013 COA 133. But even if the Court considers legislative history, that history conclusively shows that the Legislature intended to impose liability for statutory bad faith only on insurers, not their employees.

2. Multiple public policy rationales militate against recognizing an unprecedented new action for statutory bad faith against individual adjusters. Imposing adjuster liability will have financially ruinous consequences for adjusters

and significantly negative impacts on businesses, insurers, insureds, and the courts. It will benefit no one but plaintiffs' counsel. The Court should reject this unwarranted expansion of statutory bad-faith liability.

ARGUMENT

I. ADJUSTERS ARE NOT LIABLE FOR STATUTORY BAD FAITH.

A. Relevant Principles Of Statutory Interpretation

In interpreting a statute, the Court's "aim [is] to effectuate the legislature's intent." *Carrera v. People*, 2019 CO 83, ¶ 17. The Court "look[s] first to the language of the statute, giving its words and phrases their plain and ordinary meanings." *McCoy v. People*, 2019 CO 44, ¶ 37. To determine ordinary meaning, the Court "read[s] statutory words and phrases in context" and "construe[s] them according to the rules of grammar and common usage." *Id.* And it "must take care to construe the legislative scheme 'as a whole' by 'giving consistent, harmonious, and sensible effect to all of its parts.'" *Carrera*, 2019 CO 83, ¶ 17 (quoting *McCoy*, 2019 CO 44, ¶ 38).

Conversely, the Court "must avoid constructions that would render any words or phrases superfluous or lead to illogical or absurd results." *McCoy*, 2019 CO 44, ¶ 38. This requirement to avoid illogical or absurd results applies at

the outset of the statutory interpretation process, when the Court construes a statute's plain language. *See id.*; *Carrera*, 2019 CO 83, ¶ 17.

B. As Established By The Statutes' Plain Language, The Legislature Intended To Impose Liability For Statutory Bad Faith Only On Insurers, Not On Adjusters.

Resolution of the question presented turns on the proper interpretation of C.R.S. §§ 10-3-1115 and -1116 (2020), read in the context of sections 10-3-1101 to -1118 concerning unfair competition and deceptive practices in the insurance business. These provisions impose liability for statutory bad faith only on insurers. Though the *Riccatone* court reached this conclusion by considering the statutes' legislative history, *see* 2013 COA 133, ¶¶ 37–43, this Court need only consider the plain statutory language to reach the same result.

Under section 10-3-1116(1), first-party claimants "as defined in section 10-3-1115" have a private right of action when their benefits have been unreasonably delayed or denied. They may recover "reasonable attorney fees and court costs and two times the covered benefit." C.R.S. § 10-3-1116(1). Section 1116 does not specify who may be liable, but this issue is informed by section 1115, which prohibits unreasonable delay or denial of benefits, and which is cross-referenced in section 1116. *See Am. Fam. Mut. Ins. Co. v. Barriga*, 2018 CO 42, ¶ 9 ("Sections 10-3-1115 and 10-3-1116 operate concomitantly through cross-reference.").

Section 1115 contains two critical subsections:

> **(1) (a)** A person engaged in the business of insurance shall not unreasonably delay or deny payment of a claim for benefits owed to or on behalf of any first-party claimant.
>
> . . .
>
> **(2)** Notwithstanding section 10-3-1113(3), for the purposes of an action brought pursuant to this section and section 10-3-1116, an insurer's delay or denial was unreasonable if the insurer delayed or denied authorizing payment of a covered benefit without a reasonable basis for that action.

C.R.S. § 10-3-1115(1)(a) & (2).

Section 10-3-1115(1)(a) prohibits a "*person engaged in the business of insurance*" from unreasonably delaying or denying payment of claimed benefits. C.R.S. § 10-3-1115(1)(a) (emphasis added). Section 1115 doesn't define this italicized term. But in defining unreasonable conduct in the very next subsection, the Legislature explained that, for purposes of an action brought under sections 1115 and 1116, "*an insurer's* delay or denial was unreasonable if *the insurer* delayed or denied authorizing payment of a covered benefit without a reasonable basis." *Id.* § 10-3-1115(2) (emphasis added).

Subsections (1)(a) and (2) thus equate "person engaged in the business of insurance" with "insurer." This Court has assumed as much. *See Barriga*, 2018 CO 42, ¶ 9 ("Section 10-3-1115(1)(a) prohibits *an insurer* from unreasonably

delaying or denying the payment of a claim for benefits to an insured, while section 10-3-1116(1) creates a cause of action to address *insurer behavior* that violates the prohibition found in section 10-3-1115(1)(a)." (emphasis added)).

In short, given that section 1115(2) defines what constitutes "unreasonable" delay or denial, and given that it defines that term as conduct engaged in only by an *insurer*, an action for double damages and attorney fees can be brought under the statutes only against an insurer or its functional equivalent. *Cf. Cary v. United of Omaha Life Ins. Co.*, 68 P.3d 462, 463 (Colo. 2003) (articulating four factors that made third-party benefits administrator the functional equivalent of insurer). No other interpretation of the statutes is reasonable because, if persons or entities other than insurers were potentially liable, the statutes would leave the critical term "unreasonable" undefined as to those parties.

Adjusters like Draine undeniably are not insurers. An "insurer" is a "person engaged as principal, indemnitor, surety, or contractor in the business of making contracts of insurance." C.R.S. § 10-1-102(13). And "insurance" is "a contract whereby one, for consideration, undertakes to indemnify another or to pay a specified or ascertainable amount or benefit upon determinable risk contingencies, and includes annuities." *Id.* § 10-1-102(12). Here, Draine is neither an insurer nor

a party to an insurance contract with the Plaintiff; therefore, he cannot be liable for statutory bad faith.

C. The Statutes Are Unambiguous.

The *Riccatone* court opined that there was another reasonable interpretation of who might be liable by looking to the definitions section of Article 3, Part 11. 2013 COA 133, ¶¶ 33–35. Specifically, under section 10-3-1102(3), the term "person" is defined as individuals or entities "engaged in the insurance business," including "adjusters." Plaintiff goes further. She insists that "person" as used in section 1115(1)(a) has the same meaning as in section 1102(3), and thus, the *only* reasonable interpretation of the statutes is that individual adjusters may be liable for unreasonable delay or denial of benefits. Op. Br. at 10–11.

But Plaintiff overlooked the prefatory language in section 1102. Prior to defining terms, the statute states, "As used in this part 11, *unless the context otherwise requires* . . . ." C.R.S. § 10-3-1102 (emphasis added). It thus critical to consider the context within which the Legislature used the term *person*.

Notably, in other sections of Part 11, the Legislature used the term "person" without qualification, in contexts consistent with the term's definition in section 1102(3). *See, e.g.*, C.R.S. §§ 10-3-1103 ("[n]o person" shall engage in unfair or deceptive trade practices in the business of insurance); 10-3-1107 (insurance

commissioner may conduct a hearing when he or she has reason to believe "any person" has engaged in a deceptive trade practice); 10-3-1108(1) (if, after a hearing, the commissioner believes a charged "person" engaged in the unfair or deceptive act, the commission may impose penalties); 10-3-1109 (if any "person" violates a cease-and-desist order issued under section 1108, the commissioner may impose a monetary penalty or suspend the "person's" license).[1]

Quite distinct from the uses of "person" in those regulatory provisions, when it came to civil actions by first-party claimants, the Legislature chose more specific language—"person engaged in the business of insurance." *Id.* § 10-3-1115(1)(a). It imposed civil liability for statutory bad faith only for "an insurer's" unreasonable delay or denial, meaning "the insurer" delayed or denied benefits "without a reasonable basis for that action." *Id.* § 10-3-1115(2). And it created exceptions and defenses only for insurers. *See id.* §§ 10-3-1115(7) (exception for "insurer's" delay or denial due to participation in child support enforcement); 10-3-1118(1), (5) ("an insurer" can establish a failure-to-cooperate defense to a first-party claim,

[1] This is not to suggest that all these sections and corresponding subsections apply to an adjuster like Draine, who is employed by an insurance company. For instance, employee-adjusters like Draine are not required to be licensed, and thus, would not be subject to license revocations. The Court need not resolve which, if any, of these provisions apply to Draine, because that issue is not before it.

and if it does, "the insurer" is not liable in a civil action under sections 10-3-1115 and -1116). Therefore, the "context otherwise requires" that for statutory bad faith purposes, the term "person engaged in the business of insurance" means an insurer.

In sum, reading all of Part 11 together, and viewing the terms used in section 1115 in context, there is one reasonable interpretation: Only insurers may be liable to first-party claimants for statutory bad faith. The Court thus need not resort to legislative history to reach the same conclusion as the *Riccatone* court.

D. Even If There Were An Ambiguity, The Legislative History Definitively Confirms The Legislature's Intent That Only Insurers May Be Liable Under The Statutes.

Even if the Court were to deem it necessary to consider legislative history, that history underscores the Legislature's intent to impose double damages and attorney fees for unreasonable delay or denial of benefits only on insurers, not on their individual employees. The *Riccatone* court surveyed the legislative history and sensibly concluded that the relevant history dispelled any statutory ambiguity. 2013 COA 133, ¶¶ 37–43.

The court began with the title of the bill that added sections 1115 and 1116 to Part 11: an act "concerning strengthening penalties for the unreasonable conduct of an *insurance carrier*, and making an appropriation in connection therewith." *Riccatone*, 2013 COA 133, ¶ 38 (quoting H.B. 08-1407, 2008 Colo. Sess. Laws

2171). The term "insurance carrier" plainly refers to an insurance company, not to an individual employee like Draine. The *Riccatone* court also compiled informative clarifications by the bill's chief sponsor, House Speaker Romanoff, who repeatedly corroborated the intent to impose double damages and attorney fees in cases of unreasonable conduct by "insurers," "insurance companies," and "insurance carriers." *Id.* ¶¶ 39–43; *cf. Kisselman v. Am. Fam. Mut. Ins. Co.*, 292 P.3d 964, 972 (Colo. App. 2011) (in evaluating a bill's legislative history, court gives substantial weight to statements by the bill's sponsors).

As articulated in *Riccatone*, and as explicated by the defendants in their principal briefs, the legislative history dispels any conceivable confusion over who is a proper defendant in an action for statutory bad faith: insurers.

II. PUBLIC POLICY MILITATES STRONGLY AGAINST ALLOWING STATUTORY BAD FAITH CLAIMS AGAINST ADJUSTERS.

Imposing liability for statutory bad faith on an individual insurance adjuster acting in his capacity as an employee of an insurance company raises numerous public policy concerns. The U.S. Chamber urges the Court to consider two broad policy concerns of particular interest to Colorado and American businesses: Unfair litigation tactics and impacts on all kinds of businesses and their employees.

A. Joining Employee-Adjusters As Parties Is An Unfair And Unwarranted Litigation Tactic.

Let's face it. When plaintiffs' lawyers bring suits against insurers for bad faith breach of insurance policies, they join adjusters like Draine as a litigation tactic, and an unfair one at that. Where, as here, the defendant is an out-of-state insurer, joining an in-state employee like Draine destroys diversity jurisdiction. *See* 1 NEW APPLEMAN INSURANCE BAD FAITH LITIGATION § 7.02[2] (2d ed. 2021) ("One major reason for suing an adjuster who is a local citizen along with a nonlocal insurer is to prevent removal of a suit filed in state court to federal court by defeating the diversity of citizenship necessary for removal.").

Indeed, the federal district court certified the instant issue to this Court in the context of a dispute over whether Draine had been fraudulently joined. The federal court expressly noted the probable impact of this Court's decision on the *venue* of future cases involving statutory bad faith claims. App. at 45–46.

Furthermore, suing adjusters is a cynical ploy to terrorize individual employees and thereby attempt to exert unfair settlement leverage. Such a strategy may increase settlement value in a particular case, not by making a second source of recovery available to insureds, *see infra* Section II.B.5, but by holding the insurer and its employee hostage to the collateral consequences of having the

employee serve as a defendant in a civil suit for double damages, *see infra* Section II.B.1. It also makes litigation more complex, contentious, and expensive.

B. Permitting Adjusters To Be Sued For Statutory Bad Faith Will Impact Not Only Adjusters But Insurers, Insureds, Businesses, Employees, And The Courts.

The U.S. Chamber has another overarching policy concern: Permitting such tactics in this case and others will have deleterious effects on adjusters, insurers, insureds, businesses and those they employ, and the courts.

1. Allowing individual liability for bad faith will significantly impact adjusters.

Allowing adjusters to be sued personally for statutory bad faith forebodes all manner of personal and professional hardships. Having a judgment entered against her, or simply being named as a defendant in a lawsuit, can affect an employee's credit rating and ability to obtain future employment. Suits and judgments are public records. When an adjuster applies for a credit card, a mortgage, or a new job, those public records could be held against her.

Adjusters potentially face even more exposure than insurers. "[W]hile the insurer's potential liability is circumscribed by the policy limits, and the other conditions, limits and exclusions of the policy, the adjuster has no contract with the insured and would face liability without the chance to limit its exposure by contract." *Sanchez v. Lindsey Morden Claims Servs., Inc.*, 84 Cal. Rptr. 2d 799,

802 (Cal. Ct. App. 1999). Indeed, the threat of personal exposure for insurance adjusters could discourage workers from entering the profession in Colorado and could spur those already in the profession to leave the profession or the state.

Finally, Plaintiff suggests that absent personal liability for unreasonable conduct, adjusters can engage in despicable conduct with impunity. Op. Br. at 11. Not so. Say, for instance, an individual adjuster engaged in fraudulent or criminal behavior by intentionally falsifying evidence to deny a claim. The adjuster would face not just civil but criminal liability. *See, e.g.*, C.R.S. §§ 18-5-211 (establishing liability for criminal insurance fraud); 10-1-129 (attorney general and district attorneys may investigate criminal insurance fraud). What adjusters should not have to fear, however, is being dragged into court simply for doing their jobs, within the scope of their employment—especially when the insurer, not the adjuster, is ultimately responsible for any coverage decision.

2. Recognizing personal liability for adjusters portends a slippery slope of individual liability.

Many individuals participate in investigating insurance claims. Adjusters handle claim files, accident investigators conduct physical investigations, medical examiners perform independent medical evaluations (IMEs), attorneys take examinations under oath, and insurance company managers and executives establish and implement claims-handling guidelines and procedures. If the

definition of "person" under section 1102(3) somehow controls and is read as broadly Plaintiff reads it, all these individuals and more are potentially liable for statutory bad faith, as the definition includes "any individual . . . engaged in the insurance business." And they would face the same personal and professional hardships as adjusters, as described above.

3. Individual adjuster liability will dramatically impact insurers.

As noted above, the threat of exposure to personal liability for statutory bad faith could very well discourage people from entering the insurance profession and might motivate those in the profession to leave. This will undoubtedly impact the ability of insurers to recruit and retain qualified professionals and will drive up the costs of doing so.

Furthermore, the fear of individual liability could make insurance adjusters and other insurance professionals less reliable employees. This prospect has been acknowledged in analogous contexts by both this Court and the Court of Appeals. In *Riccatone*, the Court of Appeals expressly warned that extending liability under section 1116 through a broad interpretation of "person engaged in the business of insurance" "would have a chilling effect" on the use of claims administrators in the insurance industry. 2013 COA 133, ¶ 44.

Likewise, in *Martinez v. Lewis*, where this Court decided not to impose a common-law duty of good faith on physicians who perform IMEs, this Court observed the potential for a similar chilling effect:

> Imposing liability on physicians in a case such as the one before us would undermine insurance providers' ability to rely on IMEs, either because physicians would be more likely to submit a report favorable to the examinee in order to avoid a subsequent law suit in which the examinee alleges the IME physician negligently made the report to the insurance company or because physicians would be less likely to perform IMEs altogether given the liability risks.

969 P.2d 213, 219 (Colo. 1998).

The same types of concerns are implicated here. Insurers may choose, or be forced to, leave the state rather than navigate these complications.

4. Individual adjuster liability will drive up costs for businesses and the insurance-buying public.

Adopting a broad interpretation of "person engaged in the business of insurance" will also be bad for businesses and individuals who rely on insurance. The U.S. Chamber anticipates it would drive up both litigation costs and insurance policy premiums. As one court put it in declining to impose a duty sounding in tort on an insurance adjuster:

> [L]arge litigation or transactional costs, and considerable uncertainty, probably would flow from imposition of a new duty. The nature and extent of insurer duties to

> insureds has been a prolific source of litigation, despite the best efforts of insurers to eliminate litigation-generating issues by drafting complex, flexible, precise policies.

Sanchez, 84 Cal. Rptr. 2d at 803. These excessive litigation and transaction costs would be passed onto policyholders, both businesses and individuals alike, through increased premiums.

We can also expect premiums to rise due to defensive claims handling that would be the natural consequence of imposing personal liability on adjusters. Adjusters will be motivated to pay invalid claims and overpay valid ones. They might also investigate fraud less aggressively.

Additionally, even if adjuster liability yields a windfall for select insureds like the Plaintiff here, it will likely increase costs for others. Insurers base premiums on, among other things, claims histories. Adjuster liability and the additional costs it entails could alter that calculus.

Finally, nothing in section 1116(1) limits an insured to bringing a first-party claim under an auto insurance policy (the plaintiffs in *Riccatone* sought to impose liability for statutory bad faith on third-party administrators of a health insurance plan). Colorado businesses and consumers purchase all kinds of insurance: auto, health, life, property, environmental liability, professional liability, comprehensive general liability, and many others. All types of insurance premiums could rise if

individual adjusters and other employees can be held personally liable under the statutes. This would impose an enormous burden on companies doing business in Colorado and the insurance-buying public.

5. There will be no added benefits to insureds.

Ironically, Colorado insureds will reap no benefits from looking to adjusters for recovery. "Every insurer owes its insured a non-delegable duty of good faith and fair dealing." *Cary*, 68 P.3d at 466. Insurers are already on the hook for both common-law bad faith, *id.*, and statutory bad faith, C.R.S. §§ 10-3-1115(1)(a) & (2), -1116(1). Since employee-adjusters' actions are imputed to the insurer, suing the adjuster would only create a redundant source of recovery. *See Hamill v. Pawtucket Mut. Ins. Co.*, 892 A.2d 226, 231–32 (Vt. 2005) ("[I]n most cases, imposing tort liability on independent adjusters would create a redundancy unjustified by the inevitable costs that eventually would be passed on to insureds."). If insureds can establish liability for statutory bad faith, their insurers are reliable sources of recovery; by contrast, they are unlikely to obtain substantial, much less complete, relief from adjusters.[2]

[2] The mean annual wage of insurance adjusters in Colorado is $72,090. *See* U.S. BUREAU OF LAB. STAT., ANNUAL MEAN WAGE OF ADJUSTERS, EXAMINERS, AND INVESTIGATORS, BY STATE (2020), https://www.bls.gov/oes/current/oes131031.htm#st.

6. Because adjusters aren't liable under insurance contracts, derivative tort liability makes no sense.

"The duty of good faith is not strictly a contractual duty, but is an obligation imposed by law *on the basis of the contractual relationship*." 1 NEW APPLEMAN § 7.02[1] (emphasis added). "Absent an insurance contract, the policy rationales for imposing a duty on a claims adjuster cease to exist." *Lodholtz v. York Risk Servs. Grp., Inc.*, 778 F.3d 635, 645 (7th Cir. 2015). Given that adjusters aren't parties to insurance contracts, the vast majority of state courts have thus rejected adjuster liability for bad faith, whether common-law or statutory. *See id.* at 641 n.11; 1 NEW APPLEMAN § 7.02[2] n.9.

In Colorado, there is no strict privity requirement, but a party must act as the functional equivalent of an insurer before the Court will subject it to liability for common-law bad faith. *See Cary*, 68 P.3d at 463 (listing four factors that rendered a third-party claims administrator the functional equivalent of an insurer). An adjuster plainly isn't an insurer under the *Cary* factors, or, as explained above, under the statutory definition of insurer. *See* C.R.S. § 10-1-102(13).

Further, no reasonable insured could believe that under the terms of an insurance policy, the insurer's employees have somehow agreed to pony up their personal assets to cover a claim. Yet Plaintiff and her counsel want to hold Draine liable for "two times the covered benefit," as if Draine were responsible for paying

the covered benefit. Theoretically, a plaintiff could choose to sue *only* an adjuster, and not the insurer, for statutory bad faith, even though the adjuster is a stranger to the insurance contract. This underscores the absurdity of adjuster liability.

7. Recognizing adjuster liability would force Colorado courts to invent a new body of adjuster liability law.

Finally, recognizing adjuster liability would burden Colorado courts, and not just with more—and more contentious—litigation. As the California court in *Sanchez* warned, courts would have to develop a whole new body of legal doctrine to address this new liability:

> Adjuster liability would be an empty slate, upon which the courts would have to write a whole new body of "adjuster liability" law. They would have to do so without the aid of contracts devised by knowledgeable and imaginative private parties to give structure to the risks. Years surely would pass before the new law of "adjuster liability" was to any extent fleshed out and a degree of certainty restored.

Sanchez, 84 Cal. Rptr. 2d at 803.

This is especially true here, where the statutes define what constitutes an unreasonable delay or denial only for insurers, and where the statutes and related provisions carve out exceptions and defenses that apply only to insurers. *See supra* Section I.C. The Court would have to establish a standard for imposing liability on adjusters and create exceptions and defenses for adjusters out of whole cloth.

In short, adjuster liability for statutory bad faith might be good for plaintiffs' counsel, but it would be bad for everyone else: bad for business, bad for adjusters, bad for insurers, bad for insureds, bad for courts, and bad public policy. The Court should reject it.

CONCLUSION

For the foregoing reasons, the U.S. Chamber respectfully urges the Court to answer the certified question "no" and hold that individual employee-adjusters are not liable for statutory bad faith in Colorado.

DATED this 1st day of November, 2021.

Respectfully submitted,

s/ Stephen G. Masciocchi

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ATTORNEYS FOR AMICUS CURIAE THE CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA

CERTIFICATE OF SERVICE

I certify that on November 1, 2021, I served a copy of the foregoing document to the following by

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