IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

CYNTHIA CLARK, individually and on behalf of all others similarly situated, Plaintiffs, v. BANK OF AMERICA, N.A., Defendant.	No. SAG-18-cv-3672

BRIEF OF *AMICI CURIAE* THE BANK POLICY INSTITUTE AND THE CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA IN SUPPORT OF DEFENDANT BANK OF AMERICA, N.A.'S MOTION TO CERTIFY AN INTERLOCUTORY APPEAL UNDER 28 U.S.C. § 1292(b)

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INTEREST OF *AMICI CURIAE*

Amici curiae support Defendant Bank of America, N.A.'s motion to certify an interlocutory appeal (ECF No. 42) because mortgage escrow accounts—and certainty as to their regulation—are essential to the success of the nation's real estate markets.[1]

BPI. The Bank Policy Institute ("BPI") is a nonpartisan policy, research, and advocacy group that represents the nation's leading banks and their customers. BPI's member banks employ nearly 2 million Americans, make 72% of the nation's loans, and serve as an engine for financial innovation and economic growth. In Maryland alone, BPI's members have over a thousand branches, hold over $111 billion in deposits, and have made over $14 billion in mortgage loans.[2] Among BPI's members are national banks that face costly uncertainty about the application of federal preemption to various state-law interest requirements for mortgage escrow accounts.

Chamber. The Chamber of Commerce of the United States of America ("Chamber") 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.

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[1] No counsel for a party authored this brief in whole or in part. No persons other than *amici*, their members, or their counsel contributed money intended to fund this brief's preparation or submission.

[2] *See* Bank Policy Institute, *The Economic Impact of the Bank Policy Institute Members*, available at http://everyday.bpi.com/ (last accessed Mar. 17, 2020) (selecting Maryland).

Amici submit this brief to assist this Court's understanding of the need for an immediate appeal of its February 24, 2020 Order. ECF No. 40 ("Order"); *see* ECF No. 39 ("Memorandum Opinion"). In particular, *amici* seek to inform this Court about the consequences of the Order's preemption ruling for mortgage escrow accounts' critical function in the U.S. lending system; the interference that various state-law interest requirements impose on that function; and the likelihood of needless, protracted litigation over such requirements absent interlocutory review.

INTRODUCTION

The National Bank Act ("NBA") preempts state laws that "prevent or significantly interfere with the national bank's exercise of its powers." *Barnett Bank of Marion Cty., N.A.* v. *Nelson*, 517 U.S. 25, 33 (1996); *see also* 12 U.S.C. § 25b(b)(1)(B). The threshold for what constitutes "significant interference" is "not very high." *Monroe Retail, Inc.* v. *RBS Citizens, N.A.*, 589 F.3d 274, 283 (6th Cir. 2009). One of the most important powers of national banks is the ability to set the terms and prices on the mortgage loans that they make. *See* 12 U.S.C. § 371(a) (authorizing national banks to "make, arrange, purchase or sell loans or extensions of credit secured by liens on interests in real estate"); *id.* § 24 (Seventh) (vesting national banks with "all such incidental powers as shall be necessary to carry on the business of banking"); *Watters* v. *Wachovia Bank, N.A.*, 550 U.S. 1, 13 (2007) ("Beyond genuine dispute, state law may not significantly burden a national bank's own exercise of its real estate lending power, just as it may not curtail or hinder a national bank's efficient exercise of any other power, incidental or enumerated under the NBA.").

A key part of millions of mortgages are mortgage escrow accounts, which are designed to aid consumers in managing their tax, insurance, and utility payments and to protect the banks' interest in the underlying collateral property. Relying on the NBA, as well as the

interpretation of the Office of the Comptroller of the Currency ("OCC") that the NBA preempts state laws concerning mortgage escrow accounts, 12 C.F.R. § 34.4(a)(6), hundreds of national banks—holding billions of dollars in mortgage escrow accounts—have, for decades, set the terms and prices of the mortgages they issue and their associated escrow accounts. Without such preemption, the pricing and terms of mortgage escrow accounts would be subject to a patchwork of 50 different state regulatory regimes. The NBA was designed to prevent such "unduly burdensome and duplicative state regulation." *Watters*, 550 U.S. at 11.

This Court's decision that, after the enactment of the Dodd–Frank Act (which adopted the *Barnett Bank* standard), the NBA does not preempt the interest requirement for mortgage escrow accounts found in Maryland Commercial Law § 12-109, Mem. Op. at 17–18, thus is contrary to settled industry expectations, contrary to the NBA as consistently interpreted by the Supreme Court and the OCC, and threatens to disrupt millions of present and future mortgages. Requiring banks to pay interest on mortgage escrow accounts—as this Court and two others have ordered, *see Lusnak* v. *Bank of Am., N.A.*, 883 F.3d 1185, 1188 (9th Cir. 2018); *Hymes* v. *Bank of Am., N.A.*, 408 F. Supp. 3d 171, 198 (E.D.N.Y. 2019)—would force the banks to alter the terms and pricing of the mortgages themselves or reduce the use of mortgage escrow accounts in general. Clearly, this question is of "special consequence," and this Court "should not hesitate to certify an interlocutory appeal." *Mohawk Indus., Inc.* v. *Carpenter*, 558 U.S. 100, 111 (2009).

ARGUMENT

Congress has provided that this Court may certify an order for interlocutory appeal where the order "involves a controlling question of law as to which there is substantial ground for difference of opinion," and "an immediate appeal from the order may materially advance the ultimate termination of the litigation." 28 U.S.C. § 1292(b). The Order here easily satisfies all these factors. Because this Court's preemption ruling clearly presents a legal question that would

terminate this litigation,[3] *amici* principally address the other factors that courts consider when certifying interlocutory review under § 1292(b).

I. MORTGAGE ESCROW ACCOUNTS ARE A UBIQUITOUS AND ESSENTIAL RISK-MITIGATION TOOL THAT FACILITATE MILLIONS OF LOANS EACH YEAR.

Because the Order risks impacting billions of dollars held in mortgage escrow accounts maintained at national banks, and millions of mortgage loans annually, an immediate appeal would provide Fourth Circuit precedent for a large number of cases and thus "avoid protracted and expensive litigation." *Int'l Refugee Assistance Project* v. *Trump*, 404 F. Supp. 3d 946, 950 (D. Md. 2019) (quoting *Fannin* v. *CSX Transp., Inc.*, 1989 WL 42583, at *2 (4th Cir. Apr. 26, 1989)). The system-wide costs and benefits here weigh overwhelmingly in favor of interlocutory review. Indeed, BPI's member banks alone have originated more than $14 billion in mortgage loans in Maryland—many of which depend on mortgage escrow accounts to provide security for homeowners and lenders alike.

Mortgage escrow accounts are a fundamental element of the entire mortgage process. Mortgage escrow accounts arose from the experience of the Great Depression, when homes were foreclosed upon due to homeowners' "inability to pay property taxes." U.S. Gen. Accounting Office, *Study of the Feasibility of Escrow Accounts on Residential Mortgages Becoming Interest Bearing* 6 (1973) ("GAO Study"). Because a tax lien could be superior to a mortgage lien, banks faced losing all or part of the value of their security interests in foreclosed-upon property. *See* Bruce E. Foote, Cong. Research Serv., *Mortgage Escrow Accounts: An*

[3] *See* Memorandum in Support of Defendant's Motion to Certify the Court's February 24, 2020 Order for Interlocutory Appeal and to Stay Further Proceedings Pending Interlocutory Appeal, *Clark* v. *Bank of Am., N.A.*, No. SAG-18-cv-3672, ECF No. 42-1, at 5, 20 (D. Md. Mar. 10, 2020) ("Def.'s Mem.").

Analysis of the Issues 1 (1998) ("CRS Report"). A homeowner's failure to pay insurance premiums could also seriously jeopardize the value of the collateral in the event of a catastrophic loss. *See* GAO Study at 5.

Mortgage escrow accounts provided a solution to these problems, "enabl[ing] [lenders] to protect their investments" by ensuring "that tax, insurance, and other obligations [were] met." *Id.* These accounts allow tax authorities and insurers to collect payments "more economically," reduce the number of delinquencies and defaults, and avoid the "bad check problem that is associated with dealing with individual taxpayers" and insureds. CRS Report at 3; *see* GAO Study at 5.

The benefits of mortgage escrow accounts redound to homeowners as well, helping them budget funds for necessary expenses and offering a convenient method for paying those expenses, thus reducing the prospect of losing their homes. *See* GAO Study at 5. Of perhaps even greater importance, mortgage escrow accounts allow lenders "to offer loans to borrowers at reduced interest rates." *Hymes*, 408 F. Supp. 3d at 176.

Today, national banks hold billions of dollars in mortgage escrow accounts—allowing banks to manage credit risks, make mortgage loans to borrowers with riskier credit profiles, and help borrowers stay current with tax and insurance payments. *See* GAO Study at 5. Indeed, mortgage escrow accounts are crucial to the success of the home mortgage system: in 2016 alone, nearly six million mortgage originations—approximately 79% of the total—"included an escrow account for taxes or homeowner insurance." *See* Fed. Hous. Fin. Agency & Consumer Fin. Prot. Bureau, *A Profile of 2016 Mortgage Borrowers: Statistics from the National Survey of Mortgage Originations* 1, 27, 30 (2018).

As a result, the Order's anti-preemption ruling will impact far more than Plaintiffs' own mortgage escrow accounts—the Order could affect the pricing and terms of millions of current and future mortgages, as well as the pricing and terms of their associated escrow accounts. A decision here from the Fourth Circuit would "avoid [such] protracted and expensive litigation" and minimize costly uncertainty. *Int'l Refugee Assistance Project*, 404 F. Supp. 3d at 950 (quoting *Fannin*, 1989 WL 42583, at *2).

II. THERE ARE SUBSTANTIAL GROUNDS FOR DISAGREEMENT ABOUT WHETHER COMMERCIAL LAW § 12-109 IMPOSES A SIGNIFICANT BURDEN ON NATIONAL BANKS' POWERS UNDER THE NBA.

Under § 1292(b), substantial grounds for difference of opinion exist when "novel and difficult questions of first impression are presented." *Int'l Refugee Assistance Project*, 404 F. Supp. 3d at 950 (citation omitted); *see also*, *e.g.*, *Mohawk Indus., Inc.*, 558 U.S. at 111 (courts "should not hesitate" to certify when ruling "involves a new legal question or is of special consequence"); *Swint* v. *Chambers Cty. Comm'n*, 514 U.S. 35, 46 (1995) (certification is appropriate for "interlocutory orders deemed pivotal and debatable"). Substantial grounds for difference of opinion likewise exist when there is conflicting authority on an issue, whether from other courts or from an administrative agency. *See Int'l Refugee Assistance Project*, 404 F. Supp. 3d at 950 (courts); *Muniz* v. *Winn*, 462 F. Supp. 2d 175, 183–84 (D. Mass 2006) (agency), *rev'd on other grounds sub nom. Muniz* v. *Sabol*, 517 F.3d 29 (1st Cir. 2008). The Order presents both of these substantial grounds for disagreement.

Specifically, this Court concluded that § 12-109's "interference" with national banks' powers under the NBA is "minimal," because it requires "a small amount of interest" to be paid on the funds held in mortgage escrow accounts. Mem. Op. at 15. That conclusion—which approved state-law interest imposition at the rate of more than $1.5 million for every $100 million

that national banks hold in mortgage escrow accounts[4]—resolved a difficult question of first impression in the Fourth Circuit in a manner that conflicts with the OCC and other courts.

A. The NBA's Preemptive Effect after the Dodd–Frank Act is a Novel and Difficult Question.

With respect, the Order reached, at best, a "debatable" conclusion about a difficult and novel question in the Fourth Circuit. *See Swint*, 514 U.S. at 46. This Court acknowledged that it was deciding a question of first impression in the Fourth Circuit. Mem. Op. at 9; *see also Hymes*, 408 F. Supp. 3d at 184 (noting that preemption of state escrow interest laws "appears to be a question of first impression everywhere other than in the Ninth Circuit"). Moreover, this Court recognized it was resolving a difficult question that has divided other courts. *See* Mem. Op. at 12 (noting different constructions of Dodd–Frank in *Lusnak* and *Hymes*).

This Court rejected the views of national banks' primary regulator, finding that OCC regulations were entitled to neither *Chevron* nor *Skidmore* deference. Mem. Op. at 10–11.[5] But this Court cited no evidence—which the OCC is best positioned to marshal and analyze—to support the Court's conclusion that § 12-109's interference is "minimal" in light of the "small amount of interest" that banks are required to pay. Mem. Op. at 15. Given that state-law interest requirements undeniably impact the billions of dollars that national banks hold in mortgage escrow

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[4] *See* Fed. Res. Economic Data, *1-Year Treasury Constant Maturity Rate*, available at https://fred.stlouisfed.org/series/DGS1 (last accessed Mar. 17, 2020) (showing rate of 1.56% on January 2, 2020); *see also* Md. Code Ann., Com. Law § 12-109(b)(1) (requiring interest to be paid "at an annual rate not less than the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as published by the Federal Reserve in 'Selected Interest Rates (Daily)--H.15,' as of the first business day of the calendar year").

[5] The question of what level of deference is owed to the OCC is addressed by the parties and the OCC, and so *amici* do not address it here. *See* Def.'s Mem. at 13–17; *Amicus Curiae* Office of the Comptroller of the Currency's Memorandum in Support of Defendant Bank of America, N.A.'s Motion for Certification of Interlocutory Appeal, *Clark* v. *Bank of Am., N.A.*, No. SAG-18-cv-3672, ECF No. 50, at 5–8 (D. Md. Mar. 17, 2020) ("OCC *Amicus*").

accounts, which facilitate millions of loans each year to support the U.S. housing market, this Court's conclusion about the interference imposed by § 12-109 certainly meets the standard of being "pivotal and debatable." *See Swint*, 514 U.S. at 46.

This Court sought to support its conclusion with the view that "§ 12-109's 'interference' is minimal, when compared with statutes that the Supreme Court has previously found were preempted," some of which "essentially nullified the bank's authority under federal law." Mem. Op. at 15. *Amici* respectfully submit that this Court's application of the Supreme Court's precedents was difficult and debatable. *See Hymes*, 408 F. Supp. 3d at 194 (noting that "[t]he Supreme Court has never explained in detail what [the 'significantly interferes with'] standard entails"). This Court concluded that "§ 12-109 does not reach any similar level of interference" as the Supreme Court's precedents because it does not "hamper[] the banks' ability to exercise the relevant federal authority *in any form*." Mem. Op. at 15 (emphasis added); *see id.* ("Maryland's law still allows BofA to require escrow accounts for its borrowers."). But the state law at issue in *Franklin National Bank of Franklin Square* v. *New York*, 347 U.S. 373 (1954), for example, did not prohibit national banks from exercising their power to receive savings deposits *in any form*.

Instead, the New York law in *Franklin National Bank* (a pre-*Barnett* case) only prohibited national banks from using the word "savings" in their advertisements, and the Supreme Court nonetheless concluded the NBA preempted it. *Id.* at 379. Similarly, here, § 12-109 does not prohibit national banks from receiving mortgage escrow funds in any form, but prohibits their being held without payment of interest—in many ways a more significant limitation than prohibiting a phrase in advertisements. By requiring that a state law "essentially nullif[y]" or "in essence, abrogate[] the banks' authority" to be preempted, Mem. Op. at 15, this Court effectively

read "significantly interfere with" out of the "prevent or significantly interfere with" standard—a standard that Congress has now codified. 12 U.S.C. § 25b(b)(1)(B); *see, e.g.*, *Loughrin* v. *United States*, 573 U.S. 351, 358 (2014) (applying the "cardinal principle" of statutory construction that courts must give effect to "every clause and word of a statute" (citation omitted)).

Indeed, elsewhere, this Court acknowledged it "is not unsympathetic to BofA's contention that the cumulative effect of compliance with inconsistent state regimes will impact its ability to conduct real estate loans." Mem. Op. at 16. Such inconsistent state regulation is particularly burdensome here because mortgage escrow accounts are "an integral part of or a logical outgrowth of the lending function." OCC Conditional Approval No. 276, 1998 WL 363812, at *9 (May 8, 1998). Section 12-109 places the viability of that integral function at risk by requiring an interest payment that is more than *three* times the current average of 0.46% paid by FDIC-insured U.S. depository institutions on 12-month certificates of deposit.[6] As a consequence, the question of significant interference—a preemption standard that is "not very high," *Monroe Retail, Inc.*, 589 F.3d at 283—is difficult and debatable at the very least.

Likewise, the Order supported its conclusion by reasoning that § 12-109's interference is "minimal" because "[t]he law merely provides that, if BofA chooses to maintain escrow accounts, then it must pay a small amount of interest to the borrowers on their funds." Mem. Op. at 15. But, how can a court conclude, without findings of fact or relevant institutional expertise like that possessed by the OCC, that an interest rate is "small" and does not substantially interfere with a bank's ability to lend, particularly in the aggregate? Both of the other courts to

[6] *See* Fed. Deposit Ins. Corp., *Weekly National Rates and Rate Caps – Weekly Update*, available at https://www.fdic.gov/regulations/resources/rates/ (last accessed Mar. 17, 2020) (showing average national rate of 0.46% paid by U.S. depository institutions on 12-month certificates of less than $100,000).

address the NBA's preemptive effect in this context acknowledged that "[a] state escrow interest law 'setting punitively high rates' could very well significantly interfere with national banks' power to administer escrow accounts." *Hymes*, 408 F. Supp. 3d at 196 (quoting *Lusnak*, 883 F.3d at 1195 n.7). But this Court offered no limiting principle for escrow interest requirements at all, concluding that § 12-109 does not amount to a substantial interference—regardless of the rate imposed—because national banks can still theoretically "require escrow accounts for [their] borrowers." *See* Mem. Op. at 15. The Order thus gives states the power to destroy national banks' lending powers with interest requirements that drastically reduce the amount of home loans national banks make, drastically increase the rates at which they make them, or both.

The Order also starts down a very slippery slope. This Court's reasoning would permit Maryland to impose minimum, and above-market, rates on a host of different types of deposit accounts. Even if it could be argued that no one rate represented "significant interference," collectively they undeniably would amount to the "unduly burdensome and duplicative state regulation" that the NBA preempts. *See*, *e.g.*, *Watters*, 550 U.S. at 11. Accordingly, courts have repeatedly recognized that *any* state-law imposition on the pricing or other terms of a national bank's products constitutes significant interference. *See*, *e.g.*, *Baptista* v. *JPMorgan Chase Bank, N.A.*, 640 F.3d 1194, 1198 (11th Cir. 2011) (check cashing fees for non-account holders); *Monroe Retail, Inc.*, 589 F.3d at 284 (account service fees); *SPGGC, LLC* v. *Ayotte*, 488 F.3d 525, 534 (1st Cir. 2007) (gift card expiration dates and fees); *Smith* v. *Wells Fargo Bank, N.A.*, 158 F. Supp. 3d 91, 105 (D. Conn. 2016) (loan disclosures).

This Court distinguished that line of cases because "Congress, in Dodd-Frank, expressed its judgment that national banks can and should adhere to statutes like § 12-109." Mem. Op. at 17; *see Hymes*, 408 F. Supp. 3d at 196 (distinguishing the same cases because "none featured

a law like section 1639d(g)(3)," but instead "relied on comprehensive OCC rules, interpretive letters, and the like to discern congressional intent"). In essence, both this Court and the district court in *Hymes* interpreted § 1639d of Dodd–Frank to tip the scales against a finding of preemption. *E.g.*, Mem. Op. at 14 ("§ 1639d represents a congressional determination that mortgage lenders should be subject to state escrow interest laws."); *Hymes*, 408 F. Supp. 3d at 196 ("[S]ection 1639d evinces a policy judgment that there is little incompatibility between requiring mortgage lenders to maintain escrow accounts and requiring them to pay a reasonable rate of interest on sums thereby received."). But at the same time, this Court agreed with the district court in *Hymes* that "Congress did not contemplate preemption in any manner with its use of 'applicable' in § 1639d(g)(3)." Mem. Op. at 14 n.4; *see Hymes*, 408 F. Supp. 3d at 187 (§ 1639d(g)(3) "has nothing to say about preemption one way or the other"). In light of these inconsistencies—to say nothing of the different readings of § 1639d reached by the district court and Ninth Circuit in *Lusnak*, *see* Def.'s Mem. at 18–19 & n.8—*amici* respectfully submit that the NBA's preemptive effect after Dodd-Frank is subject to substantial grounds for difference of opinion.

B. The Order Conflicts with the OCC's Interpretation of its Own Preemption Regulation.

This Court's Order also conflicts with the views of the OCC on whether state-law interest requirements on mortgage escrow accounts significantly interfere with the operations of a national bank. *See* 12 C.F.R. § 34.4(a)(6) ("A national bank may make real estate loans . . . without regard to state law limitations concerning . . . [e]scrow accounts, impound accounts, and similar accounts."). As the OCC today reaffirms, state escrow interest laws "allow[] states to impose costly operational and administrative burdens on national banks' lending activities" in a manner contrary to Congressional intent. OCC *Amicus* at 10 (quotations and citation omitted). Indeed, even the Attorney General of Maryland has agreed that § 12-109 does not apply to federal savings

associations because it has been "preempted by federal law." Opinion No. 90-025, 78 Md. Op. Att'y Gen. 218, 1990 WL 595325, at *1 (May 29, 1990).

Both of these substantial grounds for difference of opinion will fester in the district courts without interlocutory review, perpetuating costly uncertainty in the nation's mortgage markets until the Order is eventually appealed. As this Court recognized, "[w]hen national banks are unable to operate under uniform, consistent, and predictable standards, their business suffers." Mem. Op. at 16 (quoting *Nat'l City Bank of Ind.* v. *Turnbaugh*, 463 F.3d 325, 332 (4th Cir. 2006)).

For example, other Maryland courts may disagree that a required interest rate of more than 1.5% for mortgage escrow accounts imposes merely a "minimal" degree of interference on national banks' power over mortgage escrow accounts. *See* Mem. Op. at 15. In fact, other Maryland courts may conclude that charging more than 1.5%—more than a 200% increase over current market rates for 12-month certificates of deposit (*see supra* n. 6)—constitutes the sort of "punitively high rate[]" that other courts have acknowledged the NBA may preempt. *Hymes*, 408 F. Supp. 3d at 196 (quoting *Lusnak*, 883 F.3d at 1195 n.7). In addition, courts throughout the country may well agree with the OCC that state-law requirements on mortgage escrow accounts, including any mandated interest payments, significantly interfere with national banks' core lending powers. *See* 12 C.F.R. § 34.4(a)(6). Subjecting national banks to such "inconsistent state regimes" would adversely "impact [their] ability to conduct real estate loans," as this Court readily acknowledged. Mem. Op. at 16.

In all events, the Fourth Circuit will eventually be called on to decide the NBA's preemptive effect on state laws requiring interest to be paid on mortgage escrow accounts. Failing to certify the Order risks spawning years of "protracted and expensive litigation" over various state-law interest requirements, *see Int'l Refugee Assistance Project*, 404 F. Supp. 3d at 950

(quoting *Fannin*, 1989 WL 42583, at *2)—to say nothing of the future proceedings in these cases (and labor of this Court and the parties) that would be mooted by the Fourth Circuit's reversal of the Order after final judgment. Congress enacted § 1292(b) to prevent such costly delays.

CONCLUSION

Section 1292(b) was enacted to ensure the immediate review of new and consequential legal questions, such as the NBA's preemptive effect on state laws that affect the pricing of national banks' products. Here, the Order risks affecting millions of loans and billions of dollars held by national banks based on this Court's resolution of a novel legal question. Delaying the Fourth Circuit's eventual review of this legal question would only encourage protracted litigation, increasing the costs of uncertainty for national banks, homeowners, and the mortgage market as a whole. Accordingly, this Court should grant Bank of America's motion for certification—allowing the Fourth Circuit to minimize uncertainty for courts, market participants, and homeowners by providing definitive guidance on a disputed and far-reaching legal question.

Respectfully submitted,

Dated: March 17, 2020

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CERTIFICATE OF SERVICE

I certify that on March 17, 2020, I caused a true and correct copy of the foregoing to be served by electronic means, via the Court's CM/ECF system, on all counsel registered to receive electronic notices.

Dated: March 17, 2020

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