ELECTRONICALLY FILED JUL 19, 2021 CLERK OF SUPREME COURT

IN THE SUPREME COURT OF IOWA

NO. 21-0227

TODD RAND,
PLAINTIFF-APPELLANT,

vs.

SECURITY NATIONAL CORPORATION d/b/a
SECURITY NATIONAL BANK, an Iowa Corporation,
DEFENDANTS-APPELLEES,

APPEAL FROM THE IOWA DISTRICT COURT IN AND FOR
WOODBURY COUNTY
Case No. LACV182837
THE HONORABLE STEVEN J. ANDREASEN

PLAINTIFF-APPELLANT'S REPLY BRIEF

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I. INTRODUCTION.

Throughout the many pages of briefing submitted by SNB and amicus curiae, they do not address these fundamental facts of the case: (1) The District Court found that a reasonable jury could find that SNB misrepresented Iowa law to the Plaintiff regarding the basis for the fees they charged to the Estate (Ruling, p. 8, App. 519). (2) Plaintiff personally incurred attorneys fees and other damages due to the resulting excessive fees sought by SNB and the Crary firm. Moreover, neither SNB nor amicus curiae state how Plaintiff would have been able to recover the damages caused to him personally within the probate proceedings. The arguments made by SNB and amicus curiae, if accepted, would cause tort victims to be left without a remedy. The District Court mistakenly accepted their arguments, as the law of Iowa should not be that victims of claims such as breach of fiduciary duty, negligent misrepresentation, and fraud are unable to seek damages in a tort action.

The following Reply Brief addresses the arguments set forth in SNB's Brief, as well as the arguments made by amicus curiae where noted. As the arguments made by amicus curiae are not substantively different than those offered by SNB, Plaintiff's reply to both briefs will be set forth concurrently.

Moreover, as many of the arguments set forth in the briefing of SNB and amicus curiae were anticipated in Plaintiff's opening Brief, the following Reply Brief will only respond to certain arguments where additional briefing is appropriate.

II. RESPONSE TO THE ARGUMENTS OF DEFENDANT SNB AND AMICUS CURIAE THAT THE STATUTORY REMEDY FOR PLAINTIFF'S CLAIMS PRECLUDES AN INDEPENDENT CAUSE OF ACTION IN TORT.

Defendant SNB argues repeatedly in their Brief that Plaintiff's claims are a dispute over probate fees. (*See, e.g. "*A claim of breach of fiduciary duty and fraud related to the fees sought by an executor is a matter that is 'essential to or related to rights derived from an interest in a decedent's estate.'" Brief, p. 19). The balance of Defendant SNB's Brief, as well as the Brief of amicus curiae, rest upon that faulty assumption as to the nature of Plaintiff's claims. Nowhere in Plaintiff's Petition does he allege a fee dispute – this is a claim sounding in tort, for which Plaintiff had no remedy in the probate proceedings. (Petition; App. 1-21).

In the probate court, Plaintiff successfully disputed the excessive fees that SNB and the Crary law firm tried to collect. Contrary to the arguments of SNB and amicus curiae, Plaintiff's claims in the present litigation are related to the fact that SNB should be held liable to him in tort because SNB

intentionally misled him about Iowa law regarding fees, which caused him to incur damages, including attorneys' fees and emotional distress.

Neither SNB or amicus curiae cite a case which supports their argument that Rand's claims are within the jurisdiction of the probate court, nor do they sufficiently respond to Plaintiff's argument that the jurisdictional parameters of the Iowa Probate Code do not give the probate court the ability to decide his tort claims. Since neither Defendant nor amicus curiae break down the pertinent statute item by item, Plaintiff will do so:

> In addition to the jurisdiction granted the district court under the trust code, chapter 633A, or elsewhere, the district court sitting in probate shall have jurisdiction of:
>
> 1. *Estates of decedents and absentees.* The probate and contest of wills; the appointment of personal representatives; the granting of letters testamentary and of administration, settlement and distribution of estates of decedents and absentees, whether such estates consist of real or personal property or both.
> 2. *Construction of wills.* …
> 3. *Conservatorships and guardianships.* …
> 4. *Trusts and trustees.* …
> 5. *Actions for Accounting.* …

Iowa Code § 633.10. Plaintiff's claims are not a legal proceeding to probate or contest a will, to appoint a personal representative, grant letters testamentary and of administration, settle and distribute estates of decedents and absentees (Section 633.10(1)), nor is it a proceeding for the construction of a will, a claim related to a conservatorship or guardianship, a trust or

trustee, or an action for accounting (Section 633.10(2)-(5)). The fee claims of SNB and the Crary law firm were properly decided by the probate court, which correctly reduced their claimed fees. Plaintiff's Petition in the present case nowhere challenges that fact[1] - the decision of the probate court establishes as a matter of law that both SNB and the Crary firm sought excessive fees which were not warranted under the facts or the law. What the probate proceeding did not establish, nor could it establish, was whether SNB should be held liable in tort for their actions which caused damages to Plaintiff.

Contrary to the arguments made by SNB and amicus curiae, this Court should declare as a matter of law that Plaintiff's claims are not "essentially related" to rights derived from an interest in the Roger Rand Estate. Moreover, Defendant SNB's challenge (SNB Brief, pp. 22-23) to the cases cited by Plaintiff miss the essence of those rulings which apply to the present case. *See Matter of Estate of Lamb*, 584 N.W.2d 719, 723 (Iowa Ct. App.

[1] An example of how the amicus brief thoroughly misunderstands Plaintiff's claims is set forth in their Brief at page 11: "Rand succeeded in that effort (his challenge of the claimed fees), meaning that the court established a reasonable fee and thus the probate code works as it was designed. If Rand, was dissatisfied with that order, he should have appealed it." Plaintiff was of course not dissatisfied with the order, and did not appeal it – the reason the present case was brought was because the probate court did not have the ability the award the relief he seeks in this action, such as the attorneys fees that he personally incurred.

1998) ("The district court's probate jurisdiction, however, does not include dispute over matters unrelated or nonessential to the administration of a decedent's estate. *See Estate of Randeris v. Randeris,* 523 N.W.2d 600, 604 (Iowa App.1994); *Matter of Guardianship of Matejski,* 419 N.W.2d 576, 578 (Iowa 1988); *Davis v. Travelers Insurance Co.,* 196 N.W.2d 526, 528–29 (Iowa 1972).") In *Lamb*, the court held that the petitioner's request for attorney fees and expenses related to their efforts to compel delivery of a will were compensable because Iowa Code Section 633.285, part of the Probate Code, required delivery to Petitioner of the will. *Matter of Estate of Lamb*, 584 N.W.2d 719, 723 (Iowa Ct. App. 1998) ("We hold that an application to compel delivery of a decedent's will and recovery of resulting attorney fees and expenses fall within the district court's probate jurisdiction and the district court properly considered petitioner's application.") Unlike *Lamb*, the present tort case does not relate to a provision giving the probate court jurisdiction. Accordingly, the present case is "unrelated or non-essential to the administration" as those words are used by *Lamb*.

Furthermore, Defendant cites Section 633.160 in support of their argument that the probate court does have jurisdiction of Plaintiff's claims. (Brief, pp. 20-21) However, there is no language they can specifically point to in Section 633.160 which gives the court the ability to grant the relief

requested by Plaintiff in the current proceedings. Plaintiff's claims are not for neglect in collecting credits or other assets, for neglect in paying money or delivering property; for failure to account or close estate, for ***loss to estate*** for embezzlement or commingling assets, ***for loss to estate*** for self-dealing, or for ***loss to estate*** arising from wrongful acts or omissions. Defendant SNB's argument heavily relies on the following language which does not support their position: "(Every fiduciary shall be liable) … for any other negligent or willful act or nonfeasance in the fiduciary's administration of the estate by which loss to the estate arises." (Brief, p. 21.) SNB's deception of Plaintiff and the other beneficiaries was not part of the administration of the estate and it was not part of the administration of the estate ***by which loss to the estate arises***. Plaintiff's claims are for his personal losses, not losses to the Estate of Roger Rand. Accordingly, SNB's argument that Plaintiff's claims are precluded because "the district court may surcharge an executor for misconduct that results in loss to an estate" (Brief p. 21) misses the point, and constitutes a tacit admission that Plaintiff does not have a remedy in probate for the damages he incurred personally.

In sum, if the legislature had intended Plaintiff to bring his tort claim in the probate court, it would have explicitly said so. It would have been easy for the legislature to add the language in Code Section 633.10 or

633.160 that said that fiduciaries would also (in addition to the losses by the estate) be liable for losses they cause to individuals such as Plaintiff, but they did not do so. The legislature instead limited the language of the Code sections describing probate jurisdiction to fiduciary actions causing damage to the estate, not damage to others (including beneficiaries). Accordingly, this Court should hold that Plaintiff's various claims can be brought through a tort claim outside of probate court.

III. RESPONSE TO DEFENDANT SNB'S CLAIM THAT PLAINTIFF'S CLAIMS ARE BARRED DUE TO COLLATERAL ESTOPPEL.

Defendant SNB also claims that Plaintiff's causes of action are barred by collateral estoppel, otherwise referred to in their Brief as issue preclusion. The problem with SNB's argument is apparent in the way that they frame the issue: "Principles of Collateral Estoppel bar relitigation of the fee dispute in tort." (Brief p. 23). The present case is in no way a "relitigation" of the questions presented during the probate proceedings, nor is the current litigation a "fee dispute." As set forth in detail in the preceding section, the present case is a tort claim arising out of misconduct by the Defendant which caused damages to the Plaintiff. That issue was not decided by the probate court, nor could it have been for the reasons set forth above. What was decided by the probate court was the fact that SNB and the Crary firm

sought to charge excessive fees – a fact which they downplay in these proceedings, but has been established as a matter of law through the probate procedures, which SNB did not appeal.

Iowa law is clear that the party invoking issue preclusion (in this case, SNB) must establish four elements:

> (1) the issue in the present case must be identical, (2) the issue must have been raised and litigated in the prior action, (3) the issue must have been material and relevant to the disposition of the prior case, and (4) the determination of the issue in the prior action must have been essential to the resulting judgment.

Winger v. CM Holdings, L.L.C., 881 N.W.2d 433, 451 (Iowa 2016). None of those elements have been met by SNB. Is the issue of the damages personally suffered by Plaintiff due to SNB's various torts identical to the issues in the probate proceeding? No. Was Plaintiff's personal damages due to SNB's torts raised and litigated in the probate action? No. Was Plaintiff's personal damages due to SNB's torts material and relevant to the disposition of the probate action? No. Was the determination of Rand's personal damages due to SNB's torts an issue in the prior action essential to the resulting judgment? No.

Another way to state the issue is whether Plaintiff's claims in the present proceedings were "actually litigated" in the prior probate action.

Iowa appellate courts have defined what it means for an issue to have been "actually litigated" narrowly:

> The element of issue preclusion of concern in this case is whether the issue of Winnebago's liability was "raised and litigated" in the alternate-care proceeding. Iowa law is clear that issue preclusion requires that the issue was "actually litigated" in the prior proceeding. *Spiker v. Spiker,* 708 N.W.2d 347, 353 (Iowa 2006); *Hoth v. Iowa Mut. Ins. Co.,* 577 N.W.2d 390, 391–92 (Iowa 1998); *see also* Restatement (Second) of Judgments § 27 ("When an issue of fact or law is actually litigated and determined by a valid and final judgment, and the determination is essential to the judgment, the determination is conclusive in a subsequent action between the parties, whether on the same or a different claim.").
>
> An issue is not actually litigated if the defendant might have interposed it as an affirmative defense but failed to do so; nor is it actually litigated if it is raised by a material allegation of the party's pleading but is admitted (explicitly or by virtue of a failure to deny) in a responsive pleading; nor is it actually litigated if it is raised in an allegation by one party and is admitted by the other before evidence on the issue is adduced at trial; nor is it actually litigated if it is the subject of a stipulation between the parties. A stipulation may, however, be binding in a subsequent action between the parties if the parties have manifested an intention to that effect. Furthermore, under the rules of evidence applicable in the jurisdiction, an admission by a party may be treated as conclusive or be admissible in evidence against that party in a subsequent action.
>
> In the case of a judgment entered by confession, consent, or default, none of the issues is actually litigated. Therefore, the rule of this Section does not apply with respect to any issue in a subsequent action. The judgment may be conclusive, however, with respect to one or more issues, if the parties have entered an agreement manifesting such an intention.
>
> Restatement (Second) of Judgments § 27 cmt. *e; see also United States v. Young,* 804 F.2d 116, 118 (8th Cir.1986) ("A fact established in prior litigation not by judicial resolution but by stipulation has not

> been 'actually litigated' and thus is the proper subject of proof in subsequent proceedings."); 50 C.J.S. *Judgments* § 813, at 381 (1997) ("Facts determined by admissions and stipulations ordinarily are not entitled to collateral estoppel effect, because facts so determined are not actually litigated, unless the parties to the stipulation manifest an intent to be bound in a subsequent action." (Footnotes omitted.)).

Winnebago Indus., Inc. v. Haverly, 727 N.W.2d 567, 572 (Iowa 2006).

SNB tries to get around this obvious hole in their argument by claiming that the issue of damages was, in fact, litigated in the probate court ("This final ruling (by the probate court) has the preclusive effect, under collateral estoppel principles, of barring Plaintiff's attempt to relitigate and seek greater damages from SNB to the probate fee dispute" Brief p. 27). Plaintiff is in no way attempting to relitigate the fees owed by the Roger Rand Estate to SNB and the Crary law firm – as noted above, the probate decision confirms that the fees they sought were excessive. Nor is Plaintiff seeking "greater damages from SNB to the probate fee dispute." No damages incurred by Plaintiff were at issue in the probate proceedings, nor could Plaintiff receive damages from SNB in the probate proceeding.

Therefore, collateral estoppel is not applicable in any way to defeat Plaintiff's claims in this litigation, so SNB's arguments must be rejected.

IV. RESPONSE TO DEFENDANT SNB'S ARGUMENT THAT THE "DISTRICT COURT PROPERLY DETERMINED THAT THE ALLEGED BREACHES OF FIDUCIARY DUTY ASSERTED BY PLAINTIFF ARE NOT RECOGNIZED UNDER IOWA LAW."

The primary basis for Defendant SNB's argument that the fiduciary duties alleged by Plaintiff do not exist is their claim that the alleged duties do not arise under Iowa Code Chapter 633. ("The District Court correctly held that none of these alleged fiduciary duties exist within the statutory requirements of Iowa Code Chapter 633" Brief p. 28; "Plaintiff did not allege that any acts of SNB violated express provisions of Chapter 633" Brief p. 30). This argument is faulty because it does not address pertinent Iowa law regarding the existence of fiduciary duties in a particular case, which are not limited by statutes, but must be examined factually on a case-by-case basis.

In *Kurth v. Van Horn*, 380 N.W.2d 693 (Iowa 1986), the court stated:

> A fiduciary relationship has been generally defined in this way: A fiduciary relation exists between two persons when one of them is under a duty to act for or to give advice for the benefit of another upon matters within the scope of the relation.
>
> Restatement (Second) of Torts § 874 comment a, at 300 (1979). A fiduciary relationship has also been defined as [a] very broad term embracing both technical fiduciary relations and those informal relations which exist wherever one man trusts in or relies upon another. One founded on trust or confidence reposed by one person in the integrity and fidelity of another. A "fiduciary relation" arises whenever confidence is reposed on one side, and domination and influence result on the other; the relation can be legal, social, domestic, or merely personal. Such relationship exists when there is a reposing of faith, confidence and trust, and the placing of reliance by one upon the judgment and advice of the other.
>
> Black's Law Dictionary 564 (5th ed. 1979) (citations omitted).

> Some relationships necessarily give rise to a fiduciary relationship. Such relationships would include those between an attorney and client, guardian and ward, principal and agent, executor and heir, trustee and *cestui que trust. Id.*
>
> Some of the indicia of a fiduciary relationship include the acting of one person for another; the having and the exercising of influence over one person by another; the reposing of confidence by one person in another; the dominance of one person by another; the inequality of the parties; and the dependence of one person upon another.
>
> *First Bank of Wakeeney v. Moden,* 235 Kan. 260, 262, 681 P.2d 11, 13 (1984) (per curiam). *See generally* 36A C.J.S. *Fiduciary,* at 386–87 (1961). Because the circumstances giving rise to a fiduciary duty are so diverse, any such relationship must be evaluated on the facts and circumstances of each individual case. Annot., 70 A.L.R.3d 1344, 1347–48 (1976).

Id. at 695–96. First of all, *Kurth* notes the existence of a fiduciary duty between executor and heir, which SNB cannot challenge. SNB's mistake is then attempting to define the parameters of those fiduciary duties through a narrow reading of the relevant statutes, which *Kurth* (as well as the black letter law it cites) makes it clear that the facts and circumstances of a case dictate those parameters.

Plaintiff will not restate all of the facts set forth in his opening Brief which establish the parameters of SNB's fiduciary duties, but will simply note their admission to Plaintiff: Defendant SNB told Plaintiff Rand that they had a duty to take care of him, and therefore he did not need to hire an attorney, during the meeting at SNB's Wealth Management office on

October 24, 2016 (Rand 5/8/19 depo. pp. 36:4-37:6; 124:22-125:7, App. 432, 437). No matter how hard they try to avoid that fact, SNB cannot escape the very fiduciary duties to Plaintiff which they admitted that they owed to him.

V. RESPONSE TO DEFENDANT SNB'S ARGUMENT THAT THE DISTRICT COURT CORRECTLY GRANTED SUMMARY JUDGMENT ON PLAINTIFF'S CLAIM FOR NEGLIGENT MISREPRESENTATION.

In response to SNB's arguments regarding Plaintiff's negligent misrepresentation claim, Plaintiff primarily relies on the arguments made in his opening Brief, but will briefly address the following issues.

First, SNB claims that there was no misrepresentation because there was no duty to inform, and that mere silence is not a misrepresentation, citing case law such as *Wilden Clinic, Inc. City of Des Moines*, 229 N.W.2d 286, 292-293 (Iowa 1975), which noted as follows:

> 'The law distinguishes between passive concealment and active concealment, or in other words, between mere silence and the suppression or concealment of a fact, the difference consisting in the fact that concealment implies a purpose or design, while the simple failure to disclose a fact does not. Mere silence is not representation, and a mere failure to volunteer information does not constitute fraud. Thus, as a general rule, to constitute fraud by concealment or suppression of the truth there must be something more than mere silence or a mere failure to disclose known facts. Where there is no obligation to speak, silence cannot be termed 'suppression,' and therefore is not a fraud. Either party may, therefore, be innocently silent as to matters upon which each may openly exercise his judgment.

> ‘Silence, in order to be an actionable fraud, must relate to a material matter known to the party and which it is his legal duty to communicate to the other contracting party, whether the duty arises from a relation of trust, from confidence, from inequality of condition and knowledge, or other attendant circumstances. In other words, there must be a concealment—that is, the party sought to be charged must have had knowledge of the facts which, it is asserted, he allowed to remain undisclosed—and the silence must, under the conditions existing, amount to fraud, because it is an affirmation that a state of things exists which does not, and because the uninformed party is deprived to the same extent that he would have been by positive assertion. Concealment or nondisclosure becomes fraudulent only when there is an existing fact or condition, as distinguished from mere opinion, which the party charged is under a duty to disclose.
>
> ‘Concealment in the sense opposed to mere nonactionable silence may consist of withholding information asked for, or of making use of some device to mislead, thus involving act and intention, or of concealing special knowledge where there is a duty to speak. The term generally implies that the person is in some way called upon to make a disclosure. It may be said, therefore, that in addition to a failure to disclose known facts, there must be some trick or contrivance intended to exclude suspicion and prevent inquiry, or else that there must be a legal or equitable duty resting on the party knowing such facts to disclose them.’

Id. at 292–93 (quoting 37 Am.Jur.2d *Fraud and Deceit*, section 145). The very language of this ruling reveals how it is inapposite to the present case. This is not a case of mere silence, but a case involving a bank which conveyed information to Plaintiff which misrepresented Iowa law regarding fees. Moreover, as noted above, Defendant SNB affirmatively told Plaintiff that they had a duty to take care of him, and therefore he did not need to hire an attorney, during the meeting at SNB’s Wealth Management office on

October 24, 2016 (Rand 5/8/19 depo. pp. 36:4-37:6; 124:22-125:7, App. 432, 437).

Accordingly, when SNB argues that there was no duty to disclose to Plaintiff that he had the ability to seek a different executor or negotiate a lower executor fee, their argument ignores that the fact that by affirmatively representing to Plaintiff that he could put his complete trust in them and he did not have to seek other counsel, they had the duty to tell Plaintiff the whole truth about his rights, and there is no dispute that they did not do so. *See, e.g., OCM Principal Opportunities Fund, L.P. v. CIBC World Markets Corp.*, 157 Cal. App. 4th 835, 854, 68 Cal. Rptr. 3d 828, 847 (2007), *as modified* (Dec. 26, 2007)("when the defendant purports to convey the "whole truth" about a subject, 'misleading half-truths' " about the subject may constitute positive assertions for the purpose of negligent misrepresentation claim).

SNB also asserts that Plaintiff cannot show any damages suffered as a result of the September, 2016 letter. Again, a reasonable jury could conclude that based on the content of the letter and the continuing actions of SNB, Plaintiff was forced to hire counsel and go through the expensive and arduous process of contesting an excessive fee, and he would not have incurred those damages but for SNB's misrepresentations.

As to the continuing nature of SNB's misrepresentations, an example can be found on October 23, 2017, when Larry Storm of the Crary firm filed the fee applications of both SNB and the Crary firm, which provided Plaintiff Rand with the form headed "STATUTORY MAXIMUM FOR EXECUTOR/ADMINISTRATOR". (Petition, page 5, App. 5; Gagnon 5/7/19 depo. pp. 39:19-40:22, App. 458). This action continued the tortious misconduct, as it is just as misleading as the one in the "Estate Administration Overview" sent to Plaintiff by SNB on September 20, 2016. Again, SNB was mispresenting Iowa law regarding fees.

VI. RESPONSE TO DEFENDANT SNB'S ARGUMENT THAT THE DISTRICT COURT "PROPERLY FOUND THAT PLAINTIFF COULD NOT MAINTAIN HIS COMMON LAW CAUSE OF ACTION FOR FRAUD."

In response to Defendant's arguments regarding Plaintiff's fraud claims, he relies on the arguments made in his opening Brief, as well the arguments set forth above regarding his negligent misrepresentation claim, as the facts supporting both claims overlap.

SNB, following the lead of the District Court, relies heavily on *Youngblut v. Youngblut*, 945 N.W.2d 25 (Iowa 2020), which in turn relies upon *Gigilos v. Stavropoulos*, 204 N.W.2d 619 (Iowa 1973). Neither case controls the outcome of the present proceedings, and in fact, they illustrate why Plaintiff's claims are not subject to collateral estoppel. In *Giglios*, the

court dismissed a tort claim for fraud based upon the admission of a will in probate proceedings. The court dismissed the case because it was "clear the action is a collateral attack on the order admitting the will to probate. A direct attack was available to plaintiffs in the form of an action to set aside the will. It appears such a direct attack was later separately undertaken but the plaintiffs have not succeeded in contesting the will." *Id.* at 620. Nowhere in the present case does Plaintiff make a collateral attack on the probate proceedings that occurred in the Roger Rand Estate. Plaintiff is not trying to overturn or nullify any of those decisions. He is simply seeking remedies for the damages caused to him personally, which were outside of the purview of the probate court.

VII. RESPONSE TO DEFENDANT SNB'S ARGUMENT THAT "THE DISTRICT COURT PROPERLY GRANTED SUMMARY JUDGMENT WITH RESPECT TO PLAINTIFF'S CLAIM FOR ATORNEY'S FEES, EMOTIONAL DISTRESS, AND PUNITIVE DAMAGES".

As to these arguments made by SNB, Plaintiff relies on the arguments made in his opening Brief.

CONCLUSION

For all of the foregoing reasons, Plaintiff-Appellant Todd Rand submits that the decision of the District Court, which dismissed all of his claims pursuant to Defendant-Appellee's Motion for Summary Judgment,

should be reversed and remanded with directions to submit all of his claims to trial by jury.

REQUEST FOR ORAL ARGUMENT

Plaintiff-Appellant requests to be heard orally upon submission of this matter.

Respectfully submitted,

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COST CERTIFICATE

I hereby certify that the true actual cost of printing the foregoing Plaintiff-Appellant's Reply Brief was the sum of $0.00.

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1. This brief complies with the type-volume limitation of Iowa Rule App. P. 6.903(1)(g)(1) or (2) because:

(X) This brief contains 4,335 words, excluding the parts of the brief exempted by Iowa R. App. P. 6.903(1)(g)(1); or

( ) This brief uses a monospaced typeface and contains ____ lines of text, excluding the parts of the brief exempted by Iowa R. App. P. 6.903(1)(g)(2).

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DATED this 19th day of July, 2021.

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CERTIFICATE OF SERVICE AND FILING

I hereby certify that on the 19th day of July, 2021, the foregoing Plaintiff-Appellant's Reply Brief and Request for Oral Argument was filed electronically with the Clerk of Court using the CM/ECF system, which sent notification of such filing to the following:

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