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IN THE SUPREME COURT FOR THE STATE OF IOWA
No. 25-1382

Bremer County LACV006841

ERIN BARKER,
Plaintiff-Appellant,

vs.

J. MATTHEW GLASCOCK,
Defendant-Appellee.

Appeal From the Iowa District Court for Bremer County
Honorable Gregg R. Rosenbladt, Judge

Plaintiff-Appellant's Brief And Oral Argument Request

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STATEMENT OF THE ISSUES

I. Whether the District Court Erred in Holding That the Certificate of Merit Did Not Satisfy the Affidavit Requirement of Iowa Code §147.140

ROUTING STATEMENT

This case should be transferred to the Iowa Court of Appeals, as the issue is one to be decided by existing legal principles. Iowa R. App. P. 6.1101(3)(a).

NATURE OF THE CASE

Plaintiff-Appellant Erin Barker filed her Petition and Jury Demand asserting medical malpractice claims against Dr. J. Matthew Glascock, Mary Duetmeyer, and Waverly Health Center Foundation on October 23, 2023. (D0004, Petition and Jury Demand at 1 (10/23/23).) On February 21, 2025, Defendants filed a Motion for Summary Judgment. (D0029, Motion for Summary Judgment at 1 (02/21/25).) Erin dismissed Ms. Duetmeyer and Waverly while resisting summary judgment regarding Dr. Glascock. (D0043, Partial Dismissal at 1 (04/01/25); D0044, Resistance to MSJ at 1 (04/01/25).) On July 25, 2025, the district court granted Dr. Glascock's Motion for Summary Judgment, finding that the Certificate of Merit filed for Erin's expert, Dr. Jin Soo Yoo, did not comply

with Iowa Code §147.140.. (D0050, Order Granting MSJ at 1-2 (07/28/25).) Erin's Notice of Appeal was filed on August 25, 2025. (D0051, Notice of Appeal at 1 (08/25/25).)

STATEMENT OF THE FACTS

On October 23, 2023, Erin filed a Petition and Jury Demand asserting medical malpractice against Dr. Glascock. (D0004 at 1.) Dr. Glascock's Answer was filed on February 16, 2024. (D0007, Answer at 1 (02/16/24).) Pursuant to Iowa Code §147.140, Erin obtained a Certificate of Merit, prepared and executed by Dr. Yoo, which was served on March 7, 2024. (D0030, Defendants' Statement of Fact at ¶4 (02/21/25); D0030 – Ex. A, Certificate of Merit at 3 (02/21/25).) In the Certificate, Dr. Yoo opines that Dr. Glascock "deviated from the appropriate standard of care that a reasonably prudent and careful healthcare provider would have used" in his treatment of Erin. (D0030 – Ex. A at ¶3.)

Dr. Yoo "certify[ied] under oath that the contents set forth" in the Certificate "are true and correct." (D0030 – Ex. A at 3.) The Certificate does not contain the phrase "under penalty of perjury." (D0030 at ¶9.) It does state at the start that Dr. Yoo was "duly sworn." (D0030 – Ex. A at 1.) The Certificate was notarized by a Notary Public for the State of North

Carolina, County of Durham, before whom "personally appeared Jin Soo Yoo, M.D.," who was known by the Notary Public "to be the person in the above-entitled action." (D0030 – Ex. A at 3.)

Additional facts will be discussed as needed.

ARGUMENT

I. Dr. Yoo's Certificate of Merit Aligns With Over a Century of Iowa Precedent Regarding Affidavits and Oaths, Satisfying Iowa Code §147.140

A. Error Preservation

To preserve error, a party must raise the issue before the district court and have it decided upon. *Meier v. Senecaut*, 641 N.W.2d 532, 537 (Iowa 2002). Erin asserted that her Certificate of Merit complied with the affidavit requirement of Iowa Code §147.140 in her Resistance to Dr. Glascock's Motion for Summary Judgment, which the district court addressed in its Order. (D0042, Pltf. Memo of Authorities at 2–10 (04/01/25); D0050 at 1–2).) Error is preserved.

B. Standard of Review

The grant of summary judgment is reviewed to determine "whether a genuine issue of material fact exists and whether the district court correctly applied the law." *Ratcliff v. Graether*, 697 N.W.2d 119, 123

(Iowa 2005). Questions of statutory interpretation are for corrections of errors at law. *State v. Watkins*, 914 N.W.2d 827, 837 (Iowa 2018).

C. Discussion

Iowa Code §147.140, governing the certificate of merit requirements in a medical malpractice case, provides that a plaintiff in such a case must "serve upon the defendant a certificate of merit affidavit signed by an expert witness" within sixty days of the defendant's Answer. Iowa Code §147.140(1)(a). Iowa courts have emphasized the affidavit requirement as a necessary standard to accomplish the statute's purpose. *See Miller v. Catholic Health Initiatives-Iowa, Corp.*, 7 N.W.3d 367, 373 (Iowa 2024) (highlighting that §147.140 "uses the term 'affidavit' six times, including in the title of the enactment.") However, neither §147.140, specifically, nor Chapter 147, generally, defines "affidavit" in the context of the statute. The term is given meaning in other areas of the Iowa Code, defined as "a written declaration made under oath, without notice to the adverse party, before any person authorized to administer oaths within or without the state." Iowa Code §622.58. This is the definition applied in certificate of merit cases. *See Banwart v.*

Neurosurgery of N. Iowa, P.C., 18 N.W.3d 267, 273 (Iowa 2025); *Miller*, 7 N.W.3d at 375.

Miller acknowledged that the affidavit requirement may be satisfied by a sworn statement made under oath or through "the signer's self-attestation" certifying the statement is given "under penalty of perjury." 7 N.W.3d at 375 (*citing* Iowa Code §622.1(2)). To satisfy the affidavit requirement, Dr. Yoo's Certificate was notarized by a North Carolina notary with a signature and stamp. (D0030 – Ex. A at 3.) The Certificate begins with "after being duly sworn the undersigned deposes and states" and concludes with "I Jin Soo Yoo, M.D., on this 7th day of March, 2024, do hereby certify under oath that the contents set forth herein are true and correct," followed by Dr. Yoo's signature. (D0030 – Ex. A at 1, 3.)

It should be noted that notarial acts performed by a notary public of another state are recognized to the same effect "as if performed by a notarial officer of this state." Iowa Code §9B.11(4). Iowa's statute on foreign affidavits echoes a similar effect: "An affidavit taken out of the state…before a notarial officer as provided in chapter 9B…are of the same credibility as if taken within the state." Iowa Code §622.86. For an

act that "relates to a statement made in or a signature executed on a record, the individual making the statement or executing the signature shall appear personally before the notarial officer." Iowa Code §9B.6. Additionally, a notarial officer "who takes a verification of a statement on oath…shall determine, from personal knowledge or satisfactory evidence…that the individual appearing before the notarial officer and making the verification has the identity claimed[.]" Iowa Code §9B.5. As the Notary Public confirmed on the Certificate, Dr. Yoo "personally appeared," with his identity being verified. (D0030 – Ex. A at 3.)

While Iowa Code gives notaries public the power to administer oaths and take confirmations and sets forth the requirements for notarial acts, it does not "set forth the form required for a valid oath." *State v. Walker*, 574 N.W.2d 280, 285 (Iowa 1998). However, this is consistent with the purpose of the affidavit requirement; namely, to ensure that the expert providing the standard of care and their opinion understands "the obligation to be truthful" and makes their oath or affirmation in a way that binds their conscience. *Miller*, 7 N.W.3d at 375 (*quoting State v. Carter*, 618 N.W.2d 374, 378 (Iowa 2000)). This binding of conscience is

the essence of an affidavit and is what has guided over a century of Iowa case law providing the framework for assessing an affidavit.

In *State v. Hulsman*, it was held that:

> The purpose of an oath is to secure the truth, and hence any form thereof which is ordinarily calculated to appeal to the conscience of the person to whom it is administered, and by which he signifies that his conscience is bound, is sufficient.

147 Iowa 572, 126 N.W. 700, 701 (Iowa 1910). Forty years later, that purpose was echoed in *Dalbey Brothers Lumber Co. v. Crispin*:

> If the attention of the person making the affidavit is called to the fact that it must be sworn to and, in recognition of this, he is asked to do some corporal act and he does it, the instrument constitutes a statement under oath, irrespective of any other formalities.

12 N.W.2d 277, 279 (Iowa 1943). *Dalbey* elaborated on some of the bare elements of a valid oath, holding, "there must be in some form, in the presence of an officer authorized to administer it, an unequivocal and present act by which the affiant consciously takes upon himself the obligation of an oath." *Id.*

This emphasis on the conscience is central to a century of case law. *See Walker*, 574 N.W.2d at 286 ("From the facts presented, the jury could have found that Walker's conscience was bound by the events which took place in the legal services office."); *Carter*, 618 N.W.2d at 376 ("[M]any of

the formalities once commonly associated with an oath or affirmation have been discarded…Instead, we look to see if the oath or affirmation was accomplished in such a way that the person's conscience was bound."); *City of Cedar Rapids v. Atsinger*, 617 N.W.2d 272, 276 (Iowa 2000) ("We are convinced that the factor of binding one's conscience, which was highlighted in *Walker*, is not to be accomplished alone in the oath-taking process. Some person must be present to ensure that this occurs."); *Trustees of Iowa Laborers Dist. Council Health and Welfare Trust v. Ankeny Community School Dist.*, No. 10-1880, 2011 WL 4378084, at *7 (Iowa Ct. App. Sept. 21, 2011) ("The LLU's attorney signed the notice, and the notice was 'subscribed and sworn' before an Iowa Notary Public. Such a jurat evidences the claim was sworn by the person signing it."); *State v. Hiatt*, No. 12-0555, 2013 WL 1749917, at *5 (Iowa Ct. App. April 24, 2013) ("Nevertheless, as Hiatt correctly points out, no specific form of oath or affirmation is required in Iowa as long as the oath or affirmation given impresses on the conscience of the witness the need for the truth.").

Yet, the Certificate was rejected contrary to this precedent. The district court did not discuss any of it, saying only that "although it is

notarized, [the Certificate] is not in the form of an affidavit and was not executed under oath and under penalty of perjury. There is no jurat." (D0050 at 2.) First, while this is likely the use of "and" to mean "or," it should be clarified that nothing requires an affiant to be *both* under oath *and* to sign under penalty of perjury, as the latter is a statutory alternative to the former. Iowa Code §622.1. *Cf. Redmond v. Carter*, 247 N.W.2d 268, 276 (Iowa 1976) (LeGrand, J., concurring) (*quoting In Re Opinion of the Justices*, 41 So.2d 559, 563 (1959)) (recognizing that substituting "and" for "or" is permitted in ascertaining intent as they are "sometimes carelessly used, and interchangeable.").

More importantly, the district court provides no explanation as to where the Certificate fails as an affidavit, other than the "jurat." A review of the existing precedent, however, demonstrates that the Certificate does meet the requirements of an affidavit. Language such as "being duly sworn," "certify under oath," and "personally appeared" leaves no doubt that Dr. Yoo signed the Certificate before an authorized official with a full understanding of the impact of this corporal act. (D0030 – Ex. A at 1, 3.) The notarization affirms this, verifying both Dr. Yoo's identity and his understanding of the obligation at hand. *Id*. Those actions are indicative

of the intent to bind the conscience and Dr. Yoo's "conscious[ness] of the fact that he was swearing to the correctness" of his statement. *Dalbey*, 12 N.W.2d at 279.

The evidence showing Dr. Yoo's understanding and intent meets the requirements for binding one's conscience under oath, regardless of any deficiency of jurat. In *Dalbey*, the court set forth a challenged lien, which stated that the signer "on oath depose and say…the statements and allegations…made are true," which was "subscribed and sworn to" in front of a notary who knew him "to be the person named in and who executed the foregoing instrument[.]" 12 N.W.2d at 279. *Dalbey* found the language and notarization on the lien sufficient to satisfy the "purpose of an oath [which] is to secure the truth." *Id*. (citing *Hulsman*, 126 N.W. at 701). Specifically, *Dalbey* noted that while the courts were "not entirely agreed as to the effect of the omission of a jurat," the majority finds the omission not fatal, "so long as it appears, either from the rest of the instrument or from evidence aliunde, that the affidavit was…duly sworn to before an authorized officer." *Id*. at 280 (citing 1. Am.Jur. 946, par. 19). Because of this, *Dalbey* found:

> And so, in the instant case, it is shown that Robert T. Dalbey signed and thus *subscribed* to the statement wherein he

> stated the account attached to the mechanic's lien filed was correct. It is also shown to our satisfaction, on the authority of the citations heretofore set forth, that the lien was "sworn to."

Id. (emphasis in original).

By *Dalbey's* reasoning, the Certificate meets the same obligation when considering the similarity in notary language and the notary public's verification of Dr. Yoo's identity. (D0030 – Ex. A at 1, 3.) Additionally, any emphasis on a *jurat* confirming that an official administered an oath ignores the finding that an affidavit may appear to be sworn and "will be sufficient in this respect if *either the body or jurat or both*, recite that affiant was sworn." *Dalbey*, 12 N.W.2d at 280 (emphasis added). The body of the Certificate, making clear its contents were to be sworn to, combined with the act of signing in front of the notary, makes it an affidavit regardless of the jurat.

Walker also supports finding the Certificate sufficient. 574 N.W.2d at 287. Under scrutiny in this case was a subpoena which Walker asserted was insufficient to place him under oath for the purpose of perjury charges. *Id*. at 282. The court found that no specific form or oral oath was required to make a "verification upon oath or affirmation," or declare that a statement is true before a notarial officer. *Id*. at 285 (*citing*

Iowa Code §§9E.2(2), 9E.2(5)). Instead, the oath was valid to bind the conscience when it called attention to the requirement that the affidavit must be sworn and the affiant is asked to do some corporal act. *Id*. (citing *Hulsman*, 147 Iowa at 573, 126 N.W. at 701; *Dalbey*, 234 Iowa at 155, 12 N.W.2d at 279). *Walker* also looked to the affiant's acts and conduct as proof of the undertaking of this obligation. *Id*. at 286 (citing *Atwood v. State*, 146 Miss. 662, 111 So. 865 (1927)).

Based on this, the court found "substantial evidence" that "Walker was under oath at the time he signed the proof of service," pointing to "his actions that day, combined with the form of the proof of service and his prior experience with notarization…" to come to this conclusion. *Id*. Walker's act of "affirmatively [seeking] notarization" indicated his intent to be bound by the legal effect of the document. *Id*. The language at the top of the document called to Walker's attention his certification of the statement that he had personally served the witness. *Id*. at 287. In particular, the significance of the word "certify" was supported by previous interpretations, demonstrating Walker's intent to "attest [to the service] as being true or as represented." *Id*. (quoting Black's Law Dictionary 228 (6th ed. 1990)). Lastly, Walker's signature at the bottom

represented an adequate corporal act "recognizing the import of information provided in the document." *Id*. (citing *Dalbey*, 234 Iowa at 155–56, 12 N.W.2d at 279).

The Certificate here mirrors the factors identified in *Walker*. As shown by the seal, Dr. Yoo sought and obtained notarization which affirmed his personal appearance. (D0030 – Ex. A at 3.) The language in the document, stating the statement is "duly sworn," is sufficient to call to his attention that he is binding his conscience to this obligation. (D0030 – Ex. A at 3.) Like the proof of service in *Walker*, the certificate here uses the term "certify," indicating Dr. Yoo's intent to attest to the truthfulness of the enclosed statements. 574 N.W.2d at 287. (D0030 – Ex. A at 3.) Additionally, Dr. Yoo's signature appears at the end of the document, similarly proving the corporal act he took in front of an authorized officer. 574 N.W.2d at 287. (D0030 – Ex. A at 3.) Despite the Certificate's clear alignment with other valid oaths under Iowa law, the district court erroneously denied its clear validity as an affidavit.

In its Order, the district court holds that *Miller* and *Banwart v. Neurosurgery of N. Iowa, P.C.* "are directly on point concerning the arguments raised in this case." (D0050 at 1.) The distinctions between

those cases and Erin's, however, set the present Certificate apart and more closely in line with the long-held purpose of binding the conscience. In *Miller*, the expert's report was signed, but "did not include an affidavit, sworn oath, or any declaration that she signed under penalty of perjury." 7 N.W.3d at 371. Nor did the expert report contain any notarization or verification by an authorized official. *Id*. at 372. Not only did the *Miller* report fail to strictly adhere to §147.140, but it also failed to show that the expert took upon herself the obligation of truthfulness. *See id*. at 375.

That is not to deny *Miller* as an important precedent, as it expressly adheres to the requirement that an affidavit requires the affiant to bind their conscience. The failure of the certificate in *Miller* was due to its lack of anything ensuring the signing doctor "'recognize[d] the obligation to be truthful' when making the statement." *Id*. (*quoting* Carter, 618 N.W.2d at 376). The Court reiterated that when determining "compliance with the oath requirement, 'we look to see if the oath or affirmation was accomplished in such a way that the person's conscience was bound.'" *Id*. (*quoting* Carter, 618 N.W.2d at 376). *Miller*'s reliance on *Carter* makes clear that such binding is not dependent on discarded formalities. *Carter*, 618 N.W.2d at 376.

Banwart tells a similar story to *Miller*, with the plaintiff there serving two certificates of merit, both of which stated, "In compliance with Iowa Code Section 147.140, [the expert] does hereby affirm and state, as follows…" 18 N.W.2d at 271. Although signed by the experts, no jurat, signature by a witness, or statement indicating an oath or penalty of perjury was present. *Id*. *Banwart* held that because of these deficits, the certificates failed "to fulfill an essential purpose of the statute." *Id*. at 275. Unlike *Banwart*, the Certificate here does fulfill the purpose, both through the language used to bring Dr. Yoo's attention to the obligation of the oath, and the notarization and signature showing his conscience was bound in the presence of another. (D0030 – Ex. A at 3.)

Banwart does, however, provide some guidance on the sufficiency of an oath taken before a notary public, and the role it plays in satisfying the jurat requirement, which the district court failed to recognize. The district court specifically concludes that although the Certificate is notarized, it "is not in the form of an affidavit" and that "[t]here is no jurat." (D0050 at 1.) *Banwart*, however, points out that, in regard to the plaintiff's certificates, "[n]o jurat (notarization) or other signature by a witness appears on either certificate." *Id*. at 271. *Banwart* makes a point

to clarify the meaning of the jurat by including the parenthetical on notarization and emphasizing the necessity of a witness to the affiant's act. *Id*; *see also Walker*, 574 N.W.2d at 286 ("It has been noted that a jurat is not conclusive evidence of administration of an oath.") (*citing* 67 C.J.S. *Oaths & Affirmations* §7 (1978)).

And again, in this discussion, *Banwart* emphasizes the importance of a witness to the act of swearing. Unlike what the district court implies, *Banwart* does not identify any singular form or requirement for an oath, but rather looks to the existing precedent to affirm the requirement "'that it be accomplished in the presence of an authorized official.'" *Banwart*, 18 N.W.3d at 274 (*quoting Carter*, 618 N.W.2d at 377). This is not a passing reference, with the Court expressly *reaffirming Carter*'s holding. *Id*.

The district court's contrast between the Certificate's notarization and the jurat contradicts *Banwart*'s reasoning; their decision ignores not only the long history of cases on oaths in general, but also the recent developments in certificate of merit cases that the district court purports to rely on. *See, e.g.*, *Shontz v. Mercy Medical Center-Clinton, Inc.*, No. 23-0719, 2024 WL 2868931, at *1 (Iowa June 7, 2024) (relying on *Miller* and observing that "the oath, like the declaration under penalty of perjury,

binds the conscience of the person and emphasizes the obligation to be truthful.") (internal quotations omitted).

Although the above demonstrates that Iowa law has been well-developed to provide sufficient guidance on this issue, many of these cases rely on foreign law. Should these authorities be considered, it is clear that they merely reinforce the same principles of a valid oath and the emphasis on securing the truth and the affiant's conscience.

First, it should be noted which foreign cases are *inapplicable* to the present situation. For example, *Miller* cites to *Tunia v. St. Francis Hospital*; however, this case was based on New Jersey law that required the formal administration for the oath requirement. 832 A.2d 936, 939 (N.J. 2003). This conflicts with Iowa law, which does not require any formal administration of an oath. *See Walker*, 574 N.W.2d at 287. Rather, *Miller* relied on *Tunia* only to address the issue of substantial compliance, which is not at issue here. 7 N.W.3d at 374–75. *Miller* also relied on *Mountain View Hospital, Inc. v. Eight Jud. Dist. Ct.*, only to the extent that it cited the case, with no analysis or discussion, in a string of other cases. *Id.* at 377; 128 Nev. 180, 273 P.3d 861, 866 (2012). Additionally, *Mountain View Hospital* was a case of first impression in

Nevada, contrasting with the century of Iowa law on the undertaking of an obligation. 273 P.3d at 865. The certificate in *Mountain View* also differed from Dr. Yoo's affidavit, as it lacked *any* statement that the expert "swore under oath that the statements contained in his letter were true and correct[.]" *Id*. at 863.

On the other hand, Iowa has relied on foreign cases that have not only addressed the oath issue, but have also affirmed the underlying purpose to bind the conscience, regardless of form. *Dalbey*, for example, expressly relied on *Attwood v. State*, a Mississippi case, which held:

> The form of the oath is immaterial so long as it appeals to the conscience of the party making it, and binds him to speak the truth. Whenever the attention of the affiant is called to the fact that his statement is not mere assertion, but must be sworn to, and he is then called upon to do some corporal act, and does it, this is sufficient to constitute an oath.

146 Miss. 662, 111 So. at 866 (Miss. 1927); 234 Iowa at 155, 12 N.W.2d at 279. *Dalbey* also noted other jurisdictions upholding the overarching purpose of an oath in securing the truth. 234 Iowa at 155, 12 N.W.2d at 279; *see State v. Gay*, 59 Minn. 6, 21, 60 N.W. 676, 676 (Minn. 1894) ("An oath, in its broadest sense, includes all form of attestation by which a party signifies that he is bound in conscience to perform an act faithfully and truthfully."); *O'Reilly v. People*, 86 N.Y. 154 ("To make a valid

oath…there must be, in some form, in the presence of an officer authorized to administer it, an unequivocal and present act by which the affiant consciously takes upon himself the obligation of an oath."

Walker similarly relied on other jurisdictions' findings of what "constitute[s] a valid oath." 574 N.W.2d at 287. In Alaska, an oath was sufficient when the lien claimant signs a written statement in the presence of a notary, who certified the signature. *Anchorage Sand & Gravel Co. v. Wooldridge*, 619 P.2d 1014, 1016 (Alaska 1980). Another found that the signing of a complaint in the presence of a judge, who also signed the complaint, was compliant, even when "statutory formalities were not observed." *State v. Anderson*, 285 P.2d 1073, 1077–78 (Kan. 1955). Others still have held that the oath need not be performed with "any particular ceremony," but that the affiant's signature, affixed in the presence of a notary, was a corporal act sufficient to show that he took "upon himself the obligation of an oath." *Moore v. Peterson*, 358 N.W.2d 193, 194 (Neb. 1984); *see also State v. Snyder*, 304 So.2d 334, 335–36 (La.1974); *Blackburn v. Motor Vehicles Div.*, 576 P.2d 1267, 1269–70 (Ore. 1978); *Mickelsen v. Craigco, Inc.*, 767 P.2d 561, 564 (Utah 1989); *State v. Lewis*, 539 P.2d 677, 678–79 (Wah. 1975).

Iowa law has already set forth the guidelines for determining the validity of an affidavit or oath. Like many other jurisdictions, Iowa has recognized that it is not the form that establishes the obligation:

> The busy business world of today inevitably spawns informality in the performance of ceremonial functions, particularly those which are (at least in some respects) the vestiges of a more ritualistic era. We look, modernly, to substance more than form. In the field of law into which this case falls the manifested intent with which an act is done should weigh more heavily than the observance of punctiliousness in its ceremonial aspects. Symbolism should not be confused with solemnization.

Walker, 574 N.W.2d at 288 (*quoting People v. Walker*, 55 Cal.Rptr. 726, 732 (1967)). Dr. Yoo's intent to bind his conscience is evident from the language of the Certificate, the appearance before the notary, and the corporal act of signing before a witness. The Certificate is an affidavit.

CONCLUSION

Dr. Yoo signed the Certificate of Merit "after being duly sworn" certifying "under oath that the contents…are true and correct" having "personally appeared" before a notary. This corporal and witnessed act and the language contained in the Certificate meet the requirements for an affidavit as established by 115 years of precedent. The district court

erred in granting Appellee's Motion for Summary Judgment, and the Plaintiff-Appellant requests this court reverse and remand the order.

REQUEST FOR ORAL ARGUMENT

Appellant respectfully requests to be heard in oral argument.

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CERTIFICATE OF SERVICE AND FILING

I hereby certify e-filing of the Plaintiff-Appellant's Brief via EDMS with the Appellate Court on October 17, 2025, with the following counsel served by EDMS:

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Pursuant to Rule 16.315(1)(b), this constitutes service of this Brief on Defendant-Appellate.

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Dated October 17, 2025.

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