No. 26-7035

IN THE
United States Court of Appeals for the District of Columbia Circuit

MARTHA BRENNAN CAMIRE, *et al.*,

Plaintiffs-Appellants,

v.

ALCOA USA CORPORATION, *et al.*,

Defendants-Appellees.

On Appeal from the United States District Court
for the District of Columbia
Case No. 1:24-cv-01062
(The Honorable Loren L. AliKhan)

BRIEF OF AMICI CURIAE IOWA AND 14 ADDITIONAL STATES IN SUPPORT OF APPELLEE AND AFFIRMANCE

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INTEREST OF AMICI CURIAE STATES

Core to the police power is States' authority to regulate insurance. Every State regulates insurance within that State. For example, in Iowa the Iowa Insurance Division regulates insurance activities; that includes monitoring the solvency of insurance companies domiciled in Iowa.

Iowa has long had one of the largest life insurance industries in the United States. Among the Iowa-domiciled life insurance companies subject to IID regulation is the entity Plaintiffs here accuse of being irresponsibly risky, Athene, as well as the related Athene Annuity and Life Company ("AAIA"). Iowa's regulators are responsible for coordinating group supervision of all insurance operations controlled by Athene and its parent company, Apollo Global Management ("Apollo"), including insurance companies across a variety of U.S. and non-U.S. jurisdictions.

The district court here correctly granted the Motion to Dismiss because Plaintiffs lack standing. *See* Dkt. 41 at 6. Allowing the case to proceed on the basis that Iowa—or other States—are not doing their job in ensuring that insurance companies domiciled in those States are acting responsibly would have been error.

As the district court recognized, Plaintiffs raised three bases for actual harm but all fail. *Id.* First, Plaintiffs contended their benefits were "degraded" due to the transfer; second, that an alternative investment would better promote their interests; and third, that misuse of the plan hurts interests that ERISA protects. *Id.* at 6–7. The district court correctly recognized each base fails.

Ultimately, Plaintiffs' disagreement with the pension decisions made by Defendant here is a collateral attack on State regulation of insurance. *See*, *e.g.*, Dkt. 28 ("Amended Complaint") at ¶¶ 32–34. It is a collateral attack on the legitimacy and vital role of insurance commissioners in ensuring that products are safe and that residents of their States are protected. And there is no basis in law or fact to justify this collateral attack.

This Court should affirm the district court's dismissal.

SUMMARY OF THE ARGUMENT

I. Plaintiffs lack standing because they lack a concrete injury to confer standing in support of their claims. "Whether Plaintiffs' plan is managed by Alcoa, Athene, or one of the annuity providers that Plaintiffs prefer, the payments to Plaintiffs remain exactly the same." Dkt. 41 at

11. Plaintiffs allege that there is some additional risk of harm—decades in the future—to their pensions. Factually they are wrong. And they cannot manufacture standing, either. *Cf. id.* at 9.

II. Plaintiffs not only lack a concrete injury, they lack an injury at all. Pension risk transfers are a safe tool that are fully regulated by adept and well-equipped state regulators. Not a single pensioner has lost a single penny from a pension risk transfer transaction in decades. And the specific insurance company here—Athene and its sibling companies—are well-regulated by Iowa's insurance division to ensure that their products are safe and secured. Without an injury, there is no standing to sue.

ARGUMENT

This lawsuit reflects litigation across the country that could upend the vital tool of pension risk transfers—tools that companies use to ensure that retirees receive the benefits that they have earned while ensuring the safety of those pension funds. In the last three decades, not one retiree has lost "a penny under a PRT annuity" regulated by state regulators. *Statement of the 2023 Advisory Council on Employee Welfare*

and Pension Benefit Plans to the U.S. Department of Labor Regarding Interpretive Bulletin 95-1, at 4 (Aug. 29, 2023).

Fortunately here, the district court issued a careful decision assessing each of the potential fonts for injury raised by Plaintiffs. And it found that each separate argument failed. No harm, and no imminent harm, means no standing. The contingencies that have never occurred and likely will never occur are insufficiently "concrete" to justify standing in this context. *See Cunningham v. Cornell Univ.*, 145 S. Ct. 1020, 1032 (2025).

Plaintiffs also cannot show standing for a second reason not explored by the district court: pension risk transfers regulated by States are safe products. Beyond a potential injury-in-fact being "concrete," *see id.*, it also must be an injury. But the retirement products challenged here are safe, economical, and regulated by expert regulators across the country. *See* Dkt. 41 at 15. Indeed, as the Court recognized, there is no injury at all.

For both those reasons, this case was properly dismissed.

I. Plaintiffs Lack A "Concrete" Injury.

Standing based on "threatened injury" must involve "certainly impending" harm to be the equivalent of an injury-in fact. *Clapper v. Amnesty Int'l USA*, 568 U.S. 398, 409 (2013) (quotation omitted). But here the threatened injury is ephemeral and chronologically distant. The district court got it right: to rule otherwise would be to conclude that in any case that involves an insurance matter, plaintiffs may have Article III standing because it might affect some margin the risk profile of the product. The Supreme Court has never endorsed such a broad standing theory.

A. Plaintiffs lack injury-in-fact.

"Standing is the 'irreducible constitutional minimum' required to make 'Cases' or 'Controversies' justiciable under Article III, § 2 of the Constitution." *Indus. Servs. Grp., Inc. v. Dobson*, 68 F.4th 155, 167 (4th Cir. 2023). Plaintiffs must establish that they "(1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision." *Spokeo, Inc. v. Robins*, 578 U.S. 330, 338 (2016).

An injury-in-fact is "'an invasion of a legally protected interest which is (a) concrete and particularized and (b) actual or imminent, not conjectural or hypothetical.'" *Ctr. for Biological Diversity v. Envtl. Protec. Agency*, 861 F.3d 174, 182 (D.C. Cir. 2017) (quoting *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560 (1992)). "Plaintiffs who do not have a legally cognizable injury lack standing to bring suit in federal court." *Garey v. James S. Farrin, P.C.*, 35 F.4th 917, 921 (4th Cir. 2022). That requires "that the dispute is traditionally thought to be capable of resolution through the judicial process." *United States v. Texas*, 599 U.S. 670, 676 (2023) (quotation omitted).

Standing is a limit on the authority of federal courts to hear cases. *Spokeo*, 578 U.S. at 338. And courts may not find standing relying on a daisy-chain of "highly attenuated . . . possibilities." *Clapper*, 568 U.S. at 410. Here, the district court properly dismissed for lack of standing, avoiding discovery. Dkt. 41 at 16. The alternative would be to impose burdensome, expensive, and labor-intensive discovery that should not occur if a plaintiff lacks standing and, thus, a court lacks subject matter jurisdiction.

The Supreme Court has established that even equitable remedies under ERISA require meeting the injury-in-fact standard to establish standing. *Thole v. U.S. Bank N.A.*, 590 U.S. 538, 544 (2020). The district court correctly assessed what *Thole* required in determining that finding standing would be improper here. *See Thole*, 590 U.S. at 544.

The district court correctly concluded that Plaintiffs lacked standing and, thus, that the complaint should be dismissed without prejudice.

II. Plaintiffs Lack a Concrete "Injury"—Pension Risk Transfers Regulated by State Insurance Regulators Are Safe.

A. State Based Insurance Regulations Are Robust and Effective.

Insurance is "a business to which the government has long had a 'special relation.'" *California Auto Ass'n v. Maloney,* 341 U.S. 105, 109 (1951). Since the public interest and general welfare have been found to require regulating the insurance industry to ensure adequate protection for customers, it is properly subject to the exercise of the government's police power. *Id.*; *Hardware Dealers Mut. Fire Ins. Co. v. Glidden*, 284 U.S. 151, 157–158 (1931); *Health Ins. Ass'n of Am. v. Harnett*, 376 N.E.2d 1280 (N.Y. 1978) ("The business of writing insurance is not a right; it is

a privilege granted by the State subject to the conditions imposed by the State . . . and to its control and supervision"). Congress delegated the regulation of insurance to the States with the McCarran Ferguson Act in 1945. 15 U.S.C. § 6701(b); *Grp. Life & Health Ins. Co. v. Royal Drug Co.*, 440 U.S. 205, 217–18 (1979) (Congress acted to preserve state-based insurance regulation).

Today, insurance is regulated by the 56 insurance commissioners or directors in each of the U.S. states and territories. Each state regulator is chiefly responsible for overseeing the financial health of insurance companies domiciled within the state. The regulatory mechanisms in place are effective and thus render rare life insurance company bankruptcies. And when insolvency does occur, regulatory intervention ensures that recoveries of amounts due policyholders are maximized, which is further enhanced through the backstop of state guaranty associations. Guaranty associations, created by state statutes, provide benefits to policyholders of a bankrupt insurer up to a statutory cap.

And state regulators cooperate through the National Association of Insurance Commissioners ("NAIC"). The effectiveness of the U.S. state-based insurance regulatory framework in safeguarding consumers and

ensuring market solvency is rooted in States' ability both to act collectively when needed on national issues and to adapt and innovate to unique local circumstances and market conditions. America's insurance commissioners and their teams work to ensure that the insurance market and the economy at large is strong and stable. Nearly 11,000 insurance regulators are supporting efforts to both expand coverage and lower risk, making coverage more attainable for consumers and markets more stable.

B. State-Regulated Insurance Companies are Safe.

Financial regulators understand that measuring risk can be complex and include several factors. Plaintiffs' purported risk analysis elides complexity and nuance. But the simplified syllogism that pension risk transfers involving some of the most sophisticated nation-wide companies and regulated by the most sophisticated state insurance regulators fails. For this reason, virtually all financial regulators apply a risk-based capital model to measure solvency. The NAIC was among the first regulatory bodies to apply such a model when it was adopted in 1993. Since then, it has been continuously maintained and updated. The risk-

based capital model seeks to measure the adequacy of an insurer's capital and surplus in relation to its insurer-specific risks.

The risk-based capital model quantifies the minimum amount of capital and surplus that must be held in relation to each risk, including asset risk (market and credit), insurance risk, interest rate risk and business risk. As an example of how this model is risk-sensitive, the capital requirements for investments are based on the credit quality of each individual investment held by an insurer. The higher the credit risk, the more capital must be held. Generally, insurers hold many multiples (3-to-5 times) of the minimum requirement to maintain rating agency financial strength ratings.

One significant area that affects the risk held by an insurer is its use of reinsurance. Much in the same way insurance transfers financial risk associated with a possible event from an individual or business to an insurance company, reinsurance provides for the further transfer of insured risks to a reinsurance company. By doing so, the insurer can reduce its exposure to risk it has insured. Nearly every insurer uses some amount of reinsurance. Reinsurance ensures insurers can write a meaningful level of insurance protection to policyholders without risking

insolvency associated with severe claim experience. It also facilitates the raising of capital that is needed to support the global insurance market by allowing risk to be moved to where capital can be accessed.

The most common type of reinsurance contract in the life and annuity industry is proportional reinsurance, which transfers a share (e.g. 25%, 60%, etc.) of all significant risks of an insurance policy to a reinsurer. There are several forms of proportional reinsurance that can be used, but all forms have the same economic effect of transferring a proportional share of all significant risks of an insurance policy to the reinsurer.

That guarantee is not merely customary, it is required by Appendix A-791 of the NAIC Accounting Practices and Procedures Manual which is adopted by law in all states. *See* NAIC Accounting Practices and Procedures Manual as of March 2025, *available at* https://perma.cc/77VB-28FX.

Appendix A-791 requires that all significant risks, including investment risk, must be fully transferred to the reinsurer to take credit for the reinsurance. If the risk of the investments is not transferred, no credit for the reinsurance is taken for accounting or capital requirement

purposes. Insurers assess and document that risk when entering into reinsurance agreements, which is subject to verification by independent auditors during financial statement audits and by regulators during exams and transaction reviews.

When a proportional reinsurance agreement meets the risk transfer requirements, the required capital is reduced by the share of the risk that has been transferred. The corollary of that is that the reinsurer, having assumed the risk, will have to establish the required capital on its balance sheet to account for the risk that it has assumed. In other words, the capital requirements simply follow the risk to the insurer (or reinsurer) holding the risk.

While the ceding insurer has mitigated the risk of the reinsured business itself, it remains exposed to credit risk of the reinsurer. That is because the ceding insurer remains directly liable to policyholders, subject to indemnification by the reinsurer. Risk is mitigated through reinsurance only as much as the reinsurer can collect the amounts contractually due under the reinsurance agreement. To mitigate that collectability risk, cedants require collateral to be retained.

The most common collateral arrangements are in the form of Funds Withheld Coinsurance ("FwH") and Modified Coinsurance ("Modco"). Unlike pure coinsurance, where all the assets and liabilities are fully removed from the ceding insurer's balance sheet, FwH and Modco arrangements withhold assets equal to the liabilities. All the risks associated with the retained assets are still transferred to the reinsurer, and the net economics of the assets and liabilities are settled between the parties on a quarterly or more frequent basis. Still, the benefit to the structure is that the ceding insurer has immediate access to the retained assets upon a default of the reinsurer.

Modco is thus a safer form of reinsurance than pure coinsurance. Indeed, all States have adopted laws and regulations that require Modco-type collateral except in instances where the reinsurer has been explicitly licensed to conduct uncollateralized reinsurance in that state.

Because the ceding company retains collateral in FwH and Modco reinsurance, the assets and liabilities continue to be reported on a gross basis, but the capital requirements will move from the ceding insurer to the reinsurer. So any insurer with significant FwH or Modco reinsurance,

will appear to have a lower surplus to liability ratio for the ceding company.

That in no way reflects the solvency of a ceding insurer when compared to an insurer that uses less reinsurance or uses pure coinsurance. So rather than appear to have more free capital than they do, *see*, *e.g.*, Dkt. 28 at ¶ 60, the opposite is true. That is why regulators use the risk-based capital model for such an assessment. The treatment of Modco under the NAIC accounting and capital model is not an oversight on the part of regulators. Rather, the risk-based capital model is intentionally designed to incorporate the effects of reinsurance and reinsurance collateral arrangements. That is expressly recognized in the NAIC Risk Based Capital Instructions:

> When the default risk in modified coinsurance (MODCO) and other reinsurance transactions with funds withheld is transferred, this transfer should be recognized by reducing the RBC for the ceding company and increasing it for the assuming company. In the event that the entire asset credit or variability in statement value risk associated with the assets supporting the business reinsured is not transferred to the assuming company for the entire duration of the reinsurance treaty, the RBC for the ceding company should not be reduced.

Thus state-regulated insurance products can have similar risk profiles to ERISA-regulated entities. For actual numbers, Defendant could look to its chosen vendor Athene's annual Form 10-K public disclosure filed with the Securities and Exchange Commission. As of its 2023 10-K, Athene held $17.8 billion of capital to support its liabilities. That is a significant surplus over liabilities and a strong reason to consider the safety of this state-regulated insurance product.

This example represents just a slice of the type of regulatory work that States and state insurance regulators perform in modeling the safety and security of these products for consumers.

C. State Regulators Require Insurers to Fully Fund Pension Obligations In Excess of 100%.

Beyond the risk-based capital requirements and impacts of reinsurance, it is important to note that risk-based capital requirements reflect what is required to be funded in excess of the liability. The liabilities themselves are valued under the very conservative reserving standards established by the NAIC. As a simple rule of thumb, reserves are intended to be valued to be enough in 70% of economic scenarios over a 10-year time horizon and RBC adds capital requirements to cover up to 95% of economic worst-case scenarios. Even then, insurers typically hold

3-5 times that level of required capital. The result is that not only are insurers required to fully fund the expected liabilities that will be owed, but they also must maintain funds to cover nearly all possible adverse scenarios.

If an insurer fails to maintain this level of capitalization, state regulators are required to intervene to preserve maximum benefit coverage for policyholders. To avoid needing such intervention, regulators also monitor insurers on an ongoing basis and will usually identify any weakening of a particular insurer or insurer group long prior to triggering regulatory intervention. Regulators possess many tools to address such issues before the triggering of formal regulatory intervention. As regulatory intervention begins at 100% Company Action Level risk-based capital, even in the rare cases where formal regulatory intervention does occur, it occurs while the insurer has still fully funded its liabilities plus retains a surplus buffer.

In contrast, ERISA plan sponsors need not have fully funded pension liabilities at all times. Public data widely reflects the fact that U.S. pension plans have been significantly underfunded. The Milliman 100 Pension Funding Index, which covers the 100 largest pension plans

in the U.S., shows that since 2008, the largest pension plans have had assets less than liabilities in all but 3 years. *See* Zorast Wadia, Pension Funding Index April 2025, Milliman (Apr. 9, 2025), available at https://perma.cc/74F7-LP2Q. State-regulated insurance companies are not allowed to underfund their liabilities in that manner.

As noted before, Athene has approximately $220 billion of assets available to pay $200 billion of AAIA liabilities, conservatively valued. Simply, that means that the first level of formal regulatory intervention would occur if Athene experienced $15 billion of losses on its investment portfolio, leaving it with $205 billion of assets, which would still be enough to cover its liabilities. Assuming timely intervention by the regulator, Athene would not be permitted to stop making benefit payments. Rather, the insurance regulators would reduce any further loss of assets to ensure that benefit payments could continue. That contrasts with the Plaintiffs' claim that the investment is risky and could lead to nonpayment. Regulatory intervention of an insurer in Athene's capital position is highly unlikely, and any intervention would have the goal of preventing an interruption in benefits.

Only if the remaining $205 billion of Athene's post-intervention assets were fully depleted without fully discharging its policyholder obligations would policyholders rely on guaranty associations to collect benefits. In such a case, the remaining shortfall in benefits after using the $205 billion of assets, if any, would be a fraction of the benefits owed. Thus, even in a worst-case liquidation scenario, there is no circumstance that would result in Plaintiffs relying on state guaranty associations to collect their full benefits. Even the economically remote possibility of Athene going into receivership would not risk Plaintiffs' pensions.

D. Multi-jurisdictional Insurance Groups are Subject to Coordinated Supervision Requirements

The district court correctly recognized that the properly state-regulated entity Athene does not have "a *substantial* probability of harm" to the pensioners. *See* Dkt. 41 at 15 (quoting *Pub. Citizen, Inc. v. Nat'l Highway Traffic Safety Admin.*, 489 F.3d 1279, 1295 (D.C. Cir. 2007)). Plaintiffs failed contentions otherwise do not convince. While Plaintiffs make several incorrect or unsubstantiated claims about Bermuda's regulatory environment, they ignore how regulation of multi-jurisdictional insurance groups is coordinated. *See* Dkt. 28 ¶¶ 51–53. Plaintiffs allege that, "In Bermuda, 'capital requirements are lower,

investment limitations are virtually non-existent, and transparency is minimal to zero.'" Dkt. 28 at ¶ 52. But Plaintiffs misunderstand the relationship between Bermuda-based subsidiaries and American regulators.

State insurance regulators have been reviewing life reinsurance transactions involving Bermuda reinsurers for roughly a decade. Iowa's insurance regulators have found that capital requirements in Bermuda are comparable with or higher than in the U.S., and investment limitations more stringent than in the U.S. Where differences often are observed is in the valuation of reserves. Bermuda uses a fair value and principles-based reserving framework, while States use an amortized cost and prescriptive framework. *See* International Association of Insurance Supervisors, *Issues Paper on structural shifts in the life insurance sector* (Mar. 2025) (on file with IAIS), *available at* https://perma.cc/ZAB4-KXTT. For that reason, collaboration between state insurance regulators and the Bermuda Monetary Authority ("BMA") is essential for ensuring reserve valuation remains prudent in cross-border reinsurance transactions.

Both state insurance regulators and the BMA must approve any reinsurance transactions between affiliates. Those approvals usually involve several months of intensive review to understand key assumptions that may result in differences between the jurisdictions. The NAIC has developed tools to assist in these reviews including the development of a "Reinsurance Worksheet" published by the NAIC Macroprudential Working Group. The NAIC also continues to build additional tools to facilitate ongoing monitoring, including an Actuarial Guideline under development by the NAIC Life Actuarial Task Force to give U.S. regulators more transparency into asset adequacy on an ongoing basis.

Those efforts do not imply that NAIC is developing those tools because NAIC views Bermuda as having lax regulatory standards. Indeed, the NAIC has recognized Bermuda as a reciprocal jurisdiction after a rigorous review. That means that NAIC regulators concluded that the Bermuda regulatory system is effective in producing comparable outcomes to the NAIC system. *See* National Association of Insurance Commissioners, *NAIC List of Reciprocal Jurisdictions* 2 (2024), *available at* https://perma.cc/R6FG-WRDX. The only qualified reciprocal

jurisdictions are Bermuda, Japan, and Switzerland—putting Bermuda in a highly select group of countries.

As their example of Bermuda's alleged lower capital requirements, the Plaintiffs state, "[t]he Bermuda Solvency Capital Requirement (BSCR) requires insurers to hold similar levels of capital against both corporate bonds and [Collateralized Loan Obligations] CLOs, even though some CLO tranches have a larger downside risk than bonds with the same credit rating." Dkt. 1 ¶ 48 (quotation omitted). America's risk-based capital system also requires insurers to hold the same level of capital against both corporate bonds and CLOs. So the critique is odd as leveled against Bermuda. The same critique could be leveled against United States-based regulators. Indeed, the NAIC Capital Adequacy Task Force currently has a project underway to develop tailored risk-based capital requirements for CLOs and there is no reason to believe Bermuda will fail to follow NAIC's approach.

Nor should NAIC's attention on this area imply that CLOs are inherently greater risk than equivalently rated corporate bonds. Performance of CLOs has in fact been better than equivalently rated corporate bonds since the investment first was introduced in the mid-

1990s. *See* Meredith Coffey, *CLOS: SUPERIOR PERFORMANCE*, LSTA 30 (July 13, 2022), *available at* https://perma.cc/5Q69-A29W. NAIC is investigating how CLOs will be expected to perform in severe economic scenarios that have yet to be encountered. In those scenarios, losses could be more severe than equivalently rated corporate bonds, particularly in lower rated and residual tranches. But that investigation does not affect the investment-grade CLOs that Athene and other life insurers primarily invest in.

States have adopted requirements for Insurance Company Holdings Systems. *See*, *e.g.*, Iowa Code chapter 521A (requirements include appropriate group supervision mechanisms when applicable, filing confidential group capital calculation reports, an enterprise risk report, a liquidity stress test, and required pre-approval of certain transactions between affiliates among other reporting above and beyond the domestic insurance entity). For example, for all groups with reinsurance affiliates in Bermuda, Iowa's state regulator and Bermuda's regulator will jointly review the impacts to each applicable entity and to the group of all terms in the reinsurance treaty before approval. As part of that approval, both State and Bermuda-based regulators will ensure

the terms of agreements are arm's length, despite the affiliated nature of the agreement.

Insurance groups meeting certain minimum threshold of size and international activity are also required to be designated as an "internationally active insurance group" subject to the requirements of the International Association of Insurance Supervisors. *See*, *e.g.*, Iowa Code §§ 521A.1(10), 521A.4. That includes the Insurance Core Principles and ComFrame, which form the globally accepted framework for insurance supervision. ComFrame is an extra layer of principles above the Insurance Core Principles meant to provide further supervision of internationally active insurance groups, given their systemic importance due to complexity, size and international reach. *See Insurance Core Principles and ComFrame*, International Association of Insurance Supervisors (Dec. 5, 2024), *available at* https://perma.cc/3P2L-FVZL.

Relevant here, Athene was designated as an internationally active insurance group in February 2024. That designation increased the supervisory requirements for Athene, including imposing the U.S. version of a global insurance capital standard. It also requires the establishment of a Recovery Plan, which provides supervisors with the

company's detailed plan of how it would restore its financial health after a period of severe stress or financial instability. To reiterate, these requirements apply to Athene at a group level, inclusive of operations in all jurisdictions—including Bermuda. Designation as an internationally active insurance group also means that the company will be subject to the International Association of Insurance Supervisors' data collection and review to monitor financial stability and macroprudential impacts to the insurance industry and the broader financial sector.

CONCLUSION

For these reasons, this Court should affirm the grant of the motion to dismiss.

November 6, 2026

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CERTIFICATE OF COMPLIANCE

Pursuant to Fed. R. App. P. 32(g) and Local R. 29(b), I certify the following:

1. This brief complies with the type-volume limitation of Fed. R. App. P. 29(a)(4) because it contains 4,336 words, excluding those parts exempted by Fed. R. App. P. 32.

2. This brief complies with the typeface and type style requirements of Fed. R. App. P. 32(a)(5) and Fed. R. App. P. 32(a)(6) because the brief has been prepared in Century Schoolbook 14-point font using Microsoft Word for Microsoft Office 365.

3. This brief complies with the electronic filing requirements because the text of the electronic brief is identical to the text of the paper copy and because the electronic version of this brief has been scanned for viruses and no viruses were detected.

November 6, 2026

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CERTIFICATE OF SERVICE

I certify that the foregoing was filed with the Clerk using the appellate CM/ECF system on November 6, 2026. All counsel of record are registered CM/ECF users, and service will be accomplished by the CM/ECF system.

November 6, 2026

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