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No. 95416-0

SUPREME COURT OF THE STATE OF WASHINGTON

CHAN HEALTHCARE GROUP, PS,
Petitioner,

v.

LIBERTY MUTUAL FIRE INSURANCE COMPANY and LIBERTY
MUTUAL INSURANCE COMPANY,
Respondents.

**AMICUS CURIAE BRIEF OF THE CHAMBER OF COMMERCE
OF THE UNITED STATES OF AMERICA**

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INTRODUCTION

Under the Full Faith and Credit Clause, where an issue has been raised, litigated, and decided as part of the final judgment of the courts of one state, it cannot be relitigated in another state by the parties that are bound by that judgment. This finality and comity rule applies whether the judgment was entered in a class action or an individual action. And it applies whether the issue sought to be relitigated addresses the merits of the claims or a potential infirmity in the judgment that would, if present, prevent the judgment from having preclusive effect.

Petitioner urges a carve-out to these general principles that would permit parties in Washington to relitigate issues actually decided by another state's courts based on subjective (and intrusive) calls about whether the sister-state court's written opinions were sufficiently detailed or precise. Such a rule would effectively convert Washington courts into an appellate review body for the rest of the country, superintending the quality and comprehensiveness of sister-court opinions (and vice versa, should other states follow Washington's lead) whenever a dissatisfied party seeks relief in more than one state.

That result eviscerates the finality and comity that the Full Faith and Credit Clause guarantees. And in the context of class action settlements, it would raise a host of practical problems for all participants in the

process—plaintiffs, defendants, and the courts. Specifically, it would prolong class litigation by discouraging multistate settlements, even when such a resolution is sensible, efficient, and beneficial to both plaintiffs and defendants. And it would cause these harms with no corresponding benefit to absent class members, who are already amply protected by the right to opt out or object.

IDENTITY AND INTEREST OF *AMICUS CURIAE*

The Chamber of Commerce of the United States of America (“Chamber”) is the world’s largest business federation. The Chamber represents about 300,000 direct members and indirectly represents more than three million businesses and professional organizations of every size, in every sector, and from every geographic region of the country. An important function of the Chamber is to represent the interests of its members in matters before the courts, Congress, and the Executive Branch. To that end, the Chamber regularly files *amicus curiae* briefs in cases that raise issues of concern to the nation’s business community.

The Chamber’s membership includes businesses engaged in commerce in each of the 50 states, many of which have a nationwide reach. Businesses with national or multistate presence in industries from health care to retail, software to manufacturing, and everything in between, commonly face class actions involving plaintiffs from different

states challenging a particular business practice, transaction, or event. Accordingly, the Chamber's members have a keen interest in ensuring that when such a challenge is resolved, often by settlement, the settlement resolves the case, rather than operating as the opening salvo in a long-running multistate war of collateral attacks where the same issues may be relitigated over and over. If the parties want to preserve the opportunity to relitigate certain issues for certain plaintiffs in some jurisdictions, opt-out mechanisms are available, as is the possibility of carving out such claims from the settlement. But allowing post hoc collateral attacks on a comprehensive settlement to relitigate issues that have already been heard and adjudged not only contravenes the Full Faith and Credit Clause, it creates friction among sister-state courts and harms plaintiffs, defendants, and courts alike.

ISSUE ADDRESSED BY *AMICUS CURIAE*

Whether the Full Faith and Credit Clause bars a Washington health care provider from relitigating the issue of adequate representation through a collateral attack on an Illinois class action judgment, when the provider received notice of the settlement; had a full opportunity to opt out, object, and appeal in the Illinois case; and when both the Illinois trial court and court of appeals expressly considered and rejected an objection raised by a similarly situated Washington health care provider based on

purported differences between Washington and Illinois health care providers' claims, and determined that the class representative adequately represented Washington providers.

STATEMENT OF THE CASE

In October 2014, Liberty Mutual Insurance Company (“Liberty Mutual”) reached a proposed settlement in an Illinois class action related to its use “of a computerized database to determine the amounts payable for treatments covered by personal injury protection (PIP) coverage under automobile insurance policies.” Division I Op. (“Op.”) at 2-3; *Lebanon Chiropractic Clinic, P.C. v. Liberty Mut. Ins. Co.*, No. 14-L-521, 2015 WL 13134975 (Ill. Cir. Ct. Feb. 23, 2015). Chan Healthcare Group (“Chan”), a Washington chiropractic practice, received adequate notice of the settlement and neither opted out nor objected. Op. at 2. A different Washington chiropractor (Dr. David Kerbs), represented by Chan’s present counsel, objected that Lebanon was not an adequate representative of Washington health care providers due to “conflicts of interest” created by alleged differences between Illinois and Washington consumer protection laws. Op. at 3. The Illinois trial court acknowledged but rejected the objection and approved the settlement. Op. at 3.

Thereafter, Dr. Kerbs appealed in Illinois, and Chan filed this suit in Washington. Op. at 3-4. The Illinois Court of Appeals considered and

rejected Dr. Kerbs' objection that the *Lebanon* class representative, an Illinois chiropractor, was not an adequate representative of Washington providers. Op. at 11. The Illinois appellate court held that Dr. Kerbs had not identified "outcome-determinative differences in Washington law and Illinois law," after assessing his claims including, *inter alia*, that "Washington law requires payment of all reasonable charges," "Illinois has no comparable PIP statute" and "no comparable insurance regulation requiring insurers to investigate a PIP claim," and "Washington providers receive nothing under the Lebanon settlement." Op. at 12 & n.40 (quoting *Lebanon Chiropractic Clinic, P.C. v. Liberty Mut. Ins. Co.*, No. 5-15-0111, 2016 WL 546909, at *11, *14 (Ill. Ct. App. Feb. 9, 2016)).

For his part, Chan did not participate in the Illinois appeal, but instead sought a declaratory judgment in Washington that the Illinois judgment was not entitled to full faith and credit because the *Lebanon* class representative did not adequately represent Washington providers. He argued that the "Washington PIP statute and regulation ... uniquely require payment of 'all reasonable' bills and investigation of a bill before failing to pay it in full" and that Washington providers "were subject to a unique carve-out that gave them nothing under the terms of the settlement for their Safeco reductions." Pet'r Suppl. Br. at 2. The superior court granted Chan's motion. But Division I reversed, holding that

“Washington courts do not relitigate questions of due process previously *raised, litigated, and decided* by a sister-state court when approving a class settlement.” Op. at 8 (emphasis in original).

ARGUMENT

I. Relitigation Of Due Process Issues Actually Decided By Sister-State Judgments Contravenes The Purpose Of The Full Faith And Credit Clause.

The Full Faith and Credit Clause requires each State to give “Full Faith and Credit ... to the public Acts, Records, and judicial Proceedings of every other State.” U.S. Const. art. IV, § 1. The “animating purpose of the full faith and credit command ... ‘was to alter the status of the several states as independent foreign sovereignties, ... and to make them integral parts of a single nation throughout which a remedy upon a just obligation might be demanded as of right, irrespective of the state of its origin.’” *Baker ex rel. Thomas v. Gen. Motors Corp.*, 522 U.S. 222, 232 (1998) (quoting *Milwaukee Cty. v. M.E. White Co.*, 296 U.S. 268, 277 (1935)).

With respect to judgments, “the full faith and credit obligation is exacting.” *Id.* at 233. “For claim and issue preclusion (res judicata) purposes, ... the judgment of the rendering State gains nationwide force.” *Id.*; see also *OneWest Bank, FSB v. Erickson*, 185 Wn.2d 43, 56, 367 P.3d 1063 (2016) (“[A] Washington court must give full faith and credit to the foreign judgment and regard the issues thereby adjudged to be precluded

in a Washington proceeding.”) (internal quotation marks omitted). This command applies with equal force to class action judgments. *See Matsushita Elec. Indus. Co. v. Epstein*, 516 U.S. 367, 374 (1996) (“[A] judgment entered in a class action, like any other judgment entered in a state judicial proceeding, is presumptively entitled to full faith and credit under the express terms of the Act.”).

There is no “‘public policy exception’ to the full faith and credit due judgments.” *Baker*, 522 U.S. at 233 (emphasis omitted). But a state need not “accord full faith and credit” to a “constitutionally infirm judgment,” *Kremer v. Chem. Constr. Corp.*, 456 U.S. 461, 482 (1982), or to a judgment issued without jurisdiction, *Underwriters Nat’l Assurance Co. v. N.C. Life & Accidental Health Ins. Guar. Ass’n*, 455 U.S. 691, 704 (1982). *See also State v. Berry*, 141 Wn.2d 121, 128, 5 P.3d 658 (2000) (collateral attack on sister-state judgment permissible “only if the [sister-state] court lacked jurisdiction or constitutional violations were involved”). As the Supreme Court has explained, the “full faith and credit clause is one of the provisions incorporated into the Constitution by its framers for the purpose of transforming an aggregation of independent, sovereign States into a nation.” *Sherrer v. Sherrer*, 334 U.S. 343, 355 (1948). Accordingly, there are no “‘considerations of local policy or law which could rightly be deemed to impair the force and effect which the

full faith and credit clause and the Act of Congress require to be given to [a money] judgment outside the state of its rendition.” *Baker*, 522 U.S. at 234 (quoting *Magnolia Petroleum Co. v. Hunt*, 320 U.S. 430, 438 (1943)) (alteration in original).

The narrow exceptions to full faith and credit are therefore not gateways to relitigation of issues fairly raised, heard, and decided by another state’s court. Rather, in keeping with the Clause’s animating purposes of finality and comity, where another state’s court has resolved jurisdictional or constitutional challenges to its authority, that resolution is itself entitled to full faith and credit.

This Court has already recognized that rule for jurisdictional objections. *OneWest Bank*, 185 Wn.2d at 57 (“We agree that we cannot question McKee’s domicile because the personal jurisdiction issue was already litigated and decided in the Idaho conservatorship proceedings.”); *see also Underwriters Nat’l Assurance Co.*, 455 U.S. at 706 (“[A] judgment is entitled to full faith and credit—even as to questions of jurisdiction—when the second court’s inquiry discloses that those questions have been fully and fairly litigated and finally decided in the court which rendered the original judgment.”) (internal quotation marks omitted).

The same rule applies to alleged constitutional infirmities, including the question of whether an absent class member was adequately represented by a class representative and therefore is bound by the judgment. *See, e.g., Epstein v. MCA, Inc.*, 179 F.3d 641, 650 (9th Cir. 1999) (Absent class members’ “challenge to the adequacy of representation in the Delaware proceedings was answered by specific reference to the findings made on the issue in those proceedings.”); *In re Diet Drugs (Phentermine/Fenfluramine/Dexfenfluramine) Prods. Liab. Litig.*, 431 F.3d 141, 146 (3d Cir. 2005) (“Once a court has decided that the due process protections did occur for a particular class member or group of class members, the issue may not be relitigated.”).¹

That rule is necessary to effectuate the purpose of the Full Faith and Credit Clause, mitigate the “risk that two or more States will exercise their power over the same case or controversy,” and avoid “the uncertainty, confusion, and delay that necessarily accompany relitigation

¹ The Supreme Court of the United States has not decided the question, but has indicated surprise at a collateral attack on an adequacy issue addressed by the judgment-issuing court. *See Matsushita Elec. Indus. Co.*, 516 U.S. at 379 n.5 (“[R]espondents contend that the settlement proceedings did not satisfy due process because the class was inadequately represented. Respondents make this claim in spite of the Chancery Court’s express ruling, following argument on the issue, that the class representatives fairly and adequately protected the interests of the class. We need not address the due process claim, however, because it is outside the scope of the question presented in this Court.”) (citations omitted).

of the same issue.” *Underwriters Nat’l Assurance Co.*, 455 U.S. at 704. And it fully preserves an absent class member’s due process right to adequate representation, because it is predicated upon a court’s judgment, subject to full appellate review on direct appeal, that the dictates of due process are satisfied.²

In fact, Chan does not appear to dispute (Pet’r Suppl. Br. 10) that a sister state’s “*meaningful analysis* of the requirements of due process” is entitled to full faith and credit, arguing only that no credit is warranted when a due process objection was “summarily overruled.” But here, as Liberty Mutual explains (Resp’ts Suppl. Br. 3-6), there was nothing summary about the Illinois trial and appellate courts’ resolution of objections identical to those Chan raises here. And more fundamentally, if “full faith and credit” is extended only to judgments that engage in analysis that a sister state deems “meaningful,” that provides no “faith and credit” at all. The second guessing of sister-state opinion-writing that Chan proposes is antithetical to the comity and finality interests underlying the Full Faith and Credit clause.

² Moreover, if an absent class member believes a settlement is unfair or does not wish to have his due process rights adjudicated in a particular forum, he can always opt out, which Chan declined to do. But what the Full Faith and Credit clause prohibits is seeking a second bite at the apple in another state on issues raised, heard, and decided by a judgment that the absent class member accepted as binding by declining to opt out.

II. Permitting Class Members To Relitigate Adequate-Representative Issues Will Harm The Interests Of All Parties.

The constitutional full faith and credit command, like its statutory analogue for federal courts, 28 U.S.C. § 1738, is a critical underpinning to the fair and efficient resolution of class actions challenging business practices or events that affect residents of multiple states. And this is increasingly important to the nation's interconnected economy. Without the finality that the Full Faith and Credit Clause provides, multistate class action settlements would be discouraged. The class-action device, meant to foster judicial economy, would be undermined, and no litigation involving parties from multiple states could ever conclusively be resolved.

These outcomes harm potential plaintiffs as well as defendants, and impair judicial economy for all participants, including the courts. And the harms are not outweighed by any benefit in terms of due process, which is amply protected by the opportunity to either opt out or object and fully litigate due process issues regarding a class judgment in the originating court.

A. Opening the Door to Collateral Attack Discourages Multistate Class Settlements and Decreases Efficiency.

Washington public policy favors settlement of class actions. *Pickett v. Holland Am. Line-Westours, Inc.*, 145 Wn.2d 178, 190, 35 P.3d 351 (2001) (declining to adopt a doctrine that “would directly stifle

litigants' willingness to settle class action claims, a result contrary to the policy favoring settlements"). With good reason. Studies show that plaintiff recoveries from class actions stem overwhelmingly from settlements rather than litigated judgments. A study of one industry indicated that 90 percent of class actions resulted in a class settlement after a class was certified. See Nicholas M. Pace et al., Rand Institute for Civil Justice, *Insurance Class Actions in the United States* xxi (2007).³ And classes are often certified for settlement purposes in advance of any decision on a certification motion. A study sampling from four federal district courts indicated that more than a third of cases in which classes were certified involved certification for settlement purposes only. Thomas E. Willging et al., Federal Judicial Center, *Empirical Study of Class Actions in Four Federal District Courts: Final Report to the Advisory Committee on Civil Rules* 35 (1996).⁴ Class members who disagree with a settlement offer, on the other hand, may always opt out.

Resolving class claims on a multistate basis is only possible, however, when such settlements are not subject to collateral attack in the courts of another state. See, e.g., *Hosp. Mgmt. Assocs., Inc. v. Shell Oil Co.*, 591 S.E.2d 611, 619, 356 S.C. 644 (2004) ("Without limited review,

³ Available at <https://goo.gl/88MiHd>.

⁴ Available at <http://goo.gl/Ks8Pcu>.

a nationwide class action could be vulnerable to collateral actions in the 49 other states in which it was not litigated initially. It would seem to be a waste of judicial resources to require reviewing courts to conduct an extensive substantive review when one has already been undertaken in a sister state.”). At present, nationwide class settlements approved by Washington courts are binding in other states, including with respect to due process issues decided by Washington courts. *See, e.g., Coe v. James Hardie Bldg. Prods., Inc.*, No. H040160, 2015 WL 4575925, at *8 (Cal. Ct. App. July 30, 2015) (holding plaintiffs were barred from collaterally attacking a nationwide class action settlement approved by King County Superior Court because “the state court that approved the class action settlement has deemed the class action notice sufficient to comply with due process”). And vice versa—at least if Division I is affirmed.

If defendants cannot, however, rely on a sister-state court affording finality to a judgment rendered in another state—including on due process issues that were actually decided—then businesses will have to litigate and resolve otherwise settled challenges on a state-by-state basis. Defendants would have far less incentive to enter into to settlements if they lacked assurance that absent class members who received fair notice but declined to opt out will be barred from renewing settled claims. Such endless opportunities to relitigate the same issue are precisely the opposite of the

“efficiency and economy of litigation” that is the primary purpose of the class action mechanism. *Cf. China Agritech, Inc. v. Resh*, 138 S. Ct. 1800, 1806 (2018).

Moreover, the courts would expose themselves to a merry-go-round of class settlement issues that would never stop, as dissatisfied parties continue to seek out disagreements between reviewing courts on the same facts. Indeed, that is exactly the history of the present case. *See Chan Healthcare Grp., PS v. Liberty Mut. Fire Ins. Co.*, 844 F.3d 1133, 1135-36 (9th Cir. 2017) (detailing several seriatim cases brought regarding essentially the same claims). Such endless relitigation of the same issues is far from the finality and nationwide applicability that the Full Faith and Credit Clause was designed to guarantee. *See Underwriters Nat’l Assurance Co.*, 455 U.S. at 706 n.13 (discussing the “need for finality in our federal system” regarding jurisdiction where there “is no reason to expect that the second decision will be more satisfactory than the first”).

B. The Loss of Finality Harms All Class Action Participants with No Corresponding Benefit in Terms of Due Process.

Protecting absent class members’ due process rights does not require courts to jettison finality and efficiency as Chan’s proposed rule would do. Absent class members cannot be bound by a judgment for which they were inadequately represented. *Phillips Petroleum Co. v.*

Shutts, 472 U.S. 797, 812 (1985). But it does not follow that due process allows limitless opportunities to litigate inadequacy; various mechanisms protect the due process rights of absent class members.⁵

A class member who is concerned about the adequacy of a class representative has multiple remedies, all of which were bypassed by Chan here. For example, he can opt out and preserve his own choice of forum (as 798 class members did, *Lebanon Chiropractic Clinic*, 2016 WL 546909, at *13). Or he can file an objection with the settlement-approving court, and an associated direct appeal (as Dr. Kerbs did, Op. at 3).

But due process does not enable an absent class member to watch from the wings as an adequacy issue is litigated, only to try for a second bite at the apple by asserting that the first court's analysis was insufficiently "meaningful." If "each class member" could "relitigate each issue," it would "render[] the class action mechanism pointless." *In re Diet Drugs*, 431 F.3d at 147. Because one opportunity to litigate

⁵ There is no reason, moreover, that Chan's proposed rule would not also affect Washington-only class settlements. The requirement of no constitutional infirmity applies equally to ordinary preclusion as to full faith and credit. *See Kremer*, 456 U.S. at 482 ("A State may not grant preclusive effect in its own courts to a constitutionally infirm judgment, and other state and federal courts are not required to accord full faith and credit to such a judgment.") Accordingly, a rule allowing collateral attacks on class action settlements from other states could equally encourage members of Washington-only classes to attempt to undermine judgments entered into by Washington courts.

objections provides ample due process protection, there is no need to adopt a rule that opens sister-state judgments to collateral attack in Washington courts, and every reason not to, given the resulting negative consequences for plaintiffs, defendants, and the courts alike.

CONCLUSION

The decision of Division I should be affirmed.

September 24, 2018

Respectfully submitted,



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