Case No. 81346

In the Supreme Court of Nevada

AIRBNB, INC., a foreign corporation,

Appellant,

vs.

ERIC RICE, individually; JEFFERSON TEMPLE, as special administrator of the Estate of RAHEEM RICE; and BRYAN LOVETT,

Respondents.

APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable GLORIA STURMAN, District Judge
District Court Case No. A-19-801549-C

ANSWERING BRIEF OF RESPONDENTS ERIC RICE AND JEFFERSON TEMPLE, AS SPECIAL ADMINISTRATOR OF THE ESTATE OF RAHEEM RICE

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NRAP 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a), and must be disclosed. These representations are made in order that the judges of this court may evaluate possible disqualification or recusal.

Eric Rice is an individual.

Jefferson Temple is the special administrator of the Estate of Raheem Rice.

Michael C. Kane at THE702FIRM represents them here and in the district court. Daniel F. Polsenberg, Joel D. Henriod, Abraham G. Smith, and Erik J. Foley at Lewis Roca Rothgerber Christie LLP represent Messrs. Rice and Temple before this Court.

Dated this 2nd day of August, 2021.

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ROUTING STATEMENT

The Respondent agrees with the Appellant's Routing Statement, i.e., that "retention by the Supreme Court is appropriate because the appeal raises a principal issue of public policy involving arbitrability under the Federal Arbitration Act."

ISSUE PRESENTED

Did the district court properly decide that accepting the terms and conditions on a website—which contained a provision requiring arbitration of the question of arbitrability—does not demonstrate "clear and unmistakable evidence" that plaintiffs agreed to arbitrate the question of arbitrability, in perpetuity, of *any* dispute, regardless of its relationship to the subject-matter of the agreement containing the provision?

STATEMENT OF FACTS

A. Plaintiffs Visit Airbnb's Website and Accept Its Terms of Service

Defendant/Appellant Airbnb, Inc. ("Defendant") seeks to reverse the Order of the district court, which determined that the parties did not agree to delegate the arbitrability of this dispute to an arbitrator. Plaintiffs Eric Rice ("Eric") and the late Raheem Rice ("Raheem")[1] each visited the Airbnb website at some point. (App. 0-21, 37, 40-42, 46-49, 70-72). In doing so, each was required to accept Airbnb's Terms of Service. The terms included an arbitration provision, which read,

> You and Airbnb mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement or interpretation thereof, or to the use of the Airbnb platform, the Host Services, the Group Payment Service, or the Collective Content (collectively, "Disputes") will be settled by binding arbitration (the "Arbitration Agreement").

(App. 23, 66). The provision also stated, "If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our

[1] Raheem Rice has passed away and is represented in this litigation by Jefferson Temple, the Special Administrator of the Estate of Raheem Rice. For convenience, Raheem Rice and Eric Rice are collectively referred to herein as "Plaintiffs," notwithstanding that Raheem Rice is represented by his estate.

Dispute, you and Airbnb agree that the arbitrator will decide that issue." *Id.*

1. The Raheem Rice Contract

Raheem created an account on the Airbnb website on May 22, 2018, and accepted the Terms of Service on that date. (App. 21, 40, 47-49). There is no indication in the record that Raheem ever booked the rental of an Airbnb property, nor does Defendant allege otherwise.

2. The Eric Rice Contract

Eric created an account on the Airbnb website on October 3, 2016, and accepted the Terms of Service on that date. (App. 21, 41-42, 70-72). He again accepted the Terms of Service on January 14, 2018. (*Id.*). There is no indication in the record that Eric ever booked the rental of an Airbnb property, nor does Defendant allege otherwise.

B. Raheem Is Shot Walking to a Party

In June 2018, Raheem was on his way to a party at a house, now known to have been rented through Defendant Airbnb's vacation rental service. (App. 4). While Raheem was walking to the Property, an unknown individual opened fire on the crowd, killing Raheem Rice. (*Id.*).

Raheem's father, Plaintiff Eric Rice, and Raheem's estate brought this wrongful death suit in the district court. (App. 1-15).

C. The Plaintiffs' Connection to the Airbnb Rental

The connection between Raheem, Eric, and their respective acceptance of the Terms of Service, on one hand, and this Airbnb rental, on the other hand, are highly attenuated at best. Defendant carefully drafted its Opening Brief to obscure the fact that this rental was booked by a third party, and not by either Plaintiff. (App. 44).

1. Raheem Rice

Raheem did not book the property where the incident occurred. (App 44). Indeed, there is no indication that he was even aware the home he was visiting was an Airbnb rental. (App. 317). Defendant does not allege otherwise. He was simply a visitor to the property.

2. Eric Rice

Eric is the father of decedent Raheem Rice. (AOB at 11). It is undisputed that Eric did not attend the party. (*See id.*). Moreover, there is no indication, and Defendant does not allege, that Eric ever booked an Airbnb rental, visited the subject property, or was even aware his

son Raheem was going to the party. Eric's only connection to the property is that his son died there. (*See id.*).

D. Defendant Moves to Compel Arbitration Based upon Plaintiffs' Unrelated Visit to the Airbnb Website

Raheem's father, Plaintiff Eric Rice, and Raheem's estate brought this wrongful death suit in the district court. (App. 1-15). Defendant filed a Motion to Compel Arbitration, seeking to enforce the arbitration agreement in the Terms of Service, which Plaintiffs accepted on unrelated visits to the Airbnb website. (App. 17). The district court determined that the dispute did not arise from the agreement containing the arbitration provision, thus, it was not necessary to send the question regarding the scope of the arbitration provision, itself, to the arbitrator.[2] (App. 339). This appeal followed.

[2] Though the district court's order could have been more clear as to the bases its conclusions, the district court was fully briefed. In determining that "the cause of action arises under the wrongful death statute," the district court implicitly found that the claims did not arise from the parties' contract, i.e., Eric and Raheem's acceptance of the Terms of Service on Airbnb's website. (App. 340).

SUMMARY OF THE ARGUMENT

Contrary to Defendant's argument, *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 139 S. Ct. 524 (2019) left open the very question at issue here. There, the Court addressed the narrow question of whether a court could determine the arbitrability of a dispute—notwithstanding an agreement to delegate that issue to the arbitrator—when it found that arguments for arbitrability were "wholly groundless." *Id.* at 528. The Court made clear, however, that it left open the question of whether the parties had "clear[ly] and unmistakabl[y]" intended to arbitrate the arbitrability of any given dispute. *Id.* at 531. This dispute falls squarely in this gap.

To determine whether an agreement to arbitrate the arbitrability of a dispute is valid and applicable, the Court must consider several issues. First, the parties must have entered into a valid arbitration agreement. *Id.* at 530. Second, the dispute must arise out of that contract or a related transaction. 9 U.S.C. § 2. And third, the parties must have "clear[ly] and unmistakabl[y]" intended to delegate the question of arbitrability to the arbitrator. *Henry Schein, Inc.*, 139 S. Ct. at 531.

Neither Plaintiff has ever actually rented an Airbnb property. Their purported arbitration agreement derives from their acceptance of terms of service on the Defendant's website. (AOB at 10, I App. 21, 41-42, 70-72). Though Rasheem was shot and killed outside an Airbnb rental property, there is no indication he was even aware that the property was an Airbnb rental. And his father, Eric, was nowhere near the property. This dispute does not arise from Plaintiff's acceptance of the Terms of Service.

Thus, this arbitration agreement fails the key test: Plaintiffs did not "clearly and unmistakably" agree to arbitrate the arbitrability of a remote and unrelated wrongful death claim.

ARGUMENT

Under *Henry Schein*, courts must consider whether there is clear and unmistakable evidence that the parties intended to delegate the question of arbitrability to an arbitrator. *Henry Schein, Inc.*, 139 S. Ct. at 531. To answer this question, the court must determine if a valid arbitration agreement exists, and whether the dispute arises from the contract underlying the arbitration agreement.

These are the issues that were properly argued before the district court, notwithstanding that the district court's brief Order omits the underlying rationale. However, to the extent the Court determines that the district court's decision rested on more narrow grounds, it should nevertheless affirm the order on the alternative bases described herein.

I.

HENRY SCHEIN LEFT OPEN THE QUESTION AT ISSUE HERE—I.E., WHETHER THE PARTIES CLEARLY AND UNMISTAKABLY INTENDED TO ARBITRATE THE QUESTION OF ARBITRABILITY

Defendant's reliance on *Henry Schein* is misplaced. Contrary to Defendant's implication, *Henry Schein* does not hold that any agreement to arbitrate the question of arbitrability, itself, extends to every possible dispute between the parties, in perpetuity; nor does it hold that the district court is powerless to consider the validity of the delegation clause to the given dispute. Instead, the Court considered a much narrower question:

> Even when a contract delegates the arbitrability question to an arbitrator, some federal courts nonetheless will short-circuit the process and decide the arbitrability question themselves if the argument that the arbitration agreement applies to the particular dispute is "wholly groundless." The question presented in this

> case is whether the "wholly groundless" exception is consistent with the Federal Arbitration Act.

Henry Schein, Inc., 139 S. Ct. at 527–28. The Court concluded that the "wholly groundless" exception was not consistent with the Federal Arbitration Act. *Id.*

Nevertheless, the Court recognized that trial courts were not stripped of all authority in such disputes. "To be sure, before referring a dispute to an arbitrator, the court determines whether a valid arbitration agreement exists." *Id.* at 530. More to the point, the Court also recognized that district courts need not compel arbitration of the arbitrability question unless there is "clear and unmistakable evidence" that the parties intended to delegate such authority over the instant dispute to an arbitrator:

> We express no view about whether the contract at issue in this case in fact delegated the arbitrability question to an arbitrator. The Court of Appeals did not decide that issue. Under our cases, courts "should not assume that the parties agreed to arbitrate arbitrability unless there is ***clear and unmistakable*** evidence that they did so." On remand, the Court of Appeals may address that issue in the first instance . . . .

Id. at 531 (emphasis added) (quoting *First Options of Chicago, Inc. v. Kaplan*, 514 U.S. 938, 939 (1995)).

That the Court in *Henry Schein* declined to rule on whether the parties had, in fact, agreed to arbitrate arbitrability is particularly telling. There, the Court was aware that the agreement expressly incorporated a requirement to arbitrate the question of arbitrability. *Id.* at 528. Therefore, implied in the ruling is the principle that the mere existence of an agreement to arbitrate arbitrability is not dispositive of whether the parties agreed to arbitrate arbitrability of *that* dispute, or indeed, every possible dispute.

The issue before the Court here lies directly within the question the U.S. Supreme Court expressly reserved to the lower courts to address "in the first instance." *Id.* at 531. Thus, the district court properly considered, "in the first instance" whether there was "***clear and unmistakable*** evidence" that the parties agreed to arbitrate the arbitrability of this dispute. *Id.* (emphasis added).

II.

THE PARTIES DID NOT CLEARLY AND UNMISTAKABLY INTEND TO ARBITRATE THE ARBITRABILITY OF A WRONGFUL DEATH CLAIM THAT WAS UNRELATED TO THEIR VISIT TO DEFENDANT'S WEBSITE

When considering whether to compel arbitration of the question or arbitrability, itself, the court must consider three factors: (1) whether

the parties have a valid arbitration provision; (2) whether the controversy arises from the contract or transaction encompassing that arbitration provision; and (3) whether the parties clearly and unmistakably agreed to delegate the question of arbitrability to the arbitrator. Where either of the first two factors is lacking, the third factor necessarily fails.

Because the answer to each question here is "no," the Court should affirm the district court's order.

A. The Applicable Arbitration Agreement Is Not Valid, Because Plaintiffs Are Not a Party to It

"[B]efore referring a dispute to an arbitrator, the court determines whether a valid arbitration agreement exists." *Henry Schein, Inc.*, 139 S. Ct. at 530. Defendant appears to argue that, so long as the parties have *ever* entered into an arbitration agreement that delegates the question of arbitrability to an arbitrator, then *any* dispute the parties *ever* have must be referred to an arbitrator to determine arbitrability. Defendant is wrong.

"Henry Schein 'did not change . . . the rule that courts must first decide whether an arbitration agreement exists at all.'" *Williams v. Medley Opportunity Fund II, LP*, 965 F.3d 229, 237 n.7 (3d Cir. 2020)

(quoting *Lloyd's Syndicate 457 v. FloaTEC, L.L.C.*, 921 F.3d 508, 515 (5th Cir. 2019)). For example, it is axiomatic that nonsignatories to an arbitration agreement are not bound by it. *Kramer v. Toyota Motor Corp.,* 705 F.3d 1122, 1127 (9th Cir. 2013); *Schoenfeld v. Mercedes-Benz USA, LLC*, No. 3:20-CV-159, 2021 WL 1185808, at *4 (S.D. Ohio Mar. 30, 2021).

Consequently, nonsignatories cannot be bound to an arbitration agreement that may apply to the dispute simply because they previously signed an unrelated arbitration agreement with one of the same parties. But that is exactly what Defendant attempts to do here. Though Defendant barely mentions it in its Opening Brief, the decedent was walking to a party being held at a home rented through Airbnb by a third party. (App. 44). Indeed, it does not appear that the decedent was even aware the property was an Airbnb rental. (App. 317). Thus, the only valid arbitration agreement that could apply is the one between Defendant and that third party. And it is not disputed that neither the decedent nor his father, Plaintiff Eric Rice, were ever signatories to that agreement.

Therefore, as it relates to this dispute, there is no valid arbitration agreement that could apply to Plaintiffs.

B. There Is No Question to Refer to an Arbitrator, Because This Dispute Does Not Arise from Any Arbitration Agreement that Could Apply to Plaintiffs

An agreement to arbitrate whether a dispute is arbitrable, is still subject to the requirement that the controversy arise from the associated contract or transaction. The statute is controlling: "A written provision in . . . a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction . . . shall be valid, irrevocable, and enforceable . . . ." 9 U.S.C. § 2; *accord Henry Schein, Inc.*, 139 S. Ct. at 529.

1. Whether a Dispute Arises from the Underlying Contact Is a Different Question than Whether the Dispute Is Within the Scope of an Arbitration Provision

The scope of an arbitration provision may be answered by an arbitrator, so long as the agreement so delegates that question. Whether the dispute arises from the underlying contract, on the other hand, is properly decided by the district court.

As a matter of law, if the controversy does not arise out of the contract containing the arbitration provision, then the Federal Arbitration Act does not apply. *See* 9 U.S.C. § 2; *Henry Schein, Inc.*, 139 S. Ct. at 529. Defendants misplace their reliance on *Henry Schein*. But the question there was whether a district court could ignore an agreement to arbitrate arbitrability "if the argument that the arbitration agreement applies to the particular dispute is 'wholly groundless.'" *Id.* at 528 (emphasis added). In other words, the district court has no say regarding arbitrability on the basis that the dispute is not within the scope of the arbitration agreement.

But that is a separate consideration from whether the "controversy thereafter ar[ose] out of" "a contract evidencing a transaction involving commerce." 9 U.S.C. § 2. Thus, where the parties to a controversy have executed a contract containing an arbitration agreement, the district court may, in the first instance, decide if the dispute "aris[es] out of such contract." *Id.* If so, and if the contract contains an agreement to arbitrate arbitrability, the district court must then pass the dispute to the arbitrator to determine if the dispute is within the scope of the arbitration agreement. But if the dispute does not arise out of the

contract containing the arbitration provision (including a provision to arbitrate arbitrability), the analysis is over.

In other words, there is no reason to allow an arbitrator to determine if the dispute is within the scope of the arbitration provision if the dispute does not even arise out of the subject contract. Indeed, many arbitration agreements may be narrower in scope than the breadth of potential disputes that could arise from the contract as a whole.

2. An Arbitration Clause Cannot Compel Arbitration of Disputes Having No Relationship to the Underlying Contract

In *Coors Brewing Co.,* the Tenth Circuit recognized the absurdity of applying an arbitration clause from a sales contract to a tort claim:

> [I]f two small business owners execute a sales contract including a general arbitration clause, and one assaults the other, we would think it elementary that the sales contract did not require the victim to arbitrate the tort claim because the tort claim is not related to the sales contract. In other words, with respect to the alleged wrong, it is simply fortuitous that the parties happened to have a contractual relationship.

Coors Brewing Co. v. Molson Breweries, 51 F.3d 1511, 1516 (10th Cir. 1995). Similarly here, "it is simply fortuitous" that Defendant had an entirely unrelated agreement with Plaintiffs that contained an arbitration provision.

The Tenth Circuit holding is not an outlier. For example, the California Court recognized that

> *[Henry] Schein* presupposes a dispute arising out of the contract or transaction, i.e., ***some minimal connection between the contract and the dispute***. That is so because under the FAA, contractual arbitration clauses are "valid, irrevocable, and enforceable" if they purport to require arbitration of any "controversy thereafter arising out of such contract." *Schein* expressly understood that the Act requires enforcement of arbitration clauses with respect to disputes "thereafter arising out of such contract." ***The FAA requires no enforcement of an arbitration provision with respect to disputes unrelated to the contract in which the provision appears.*** Appellants' argument that an arbitration provision creates a perpetual obligation to arbitrate any conceivable claim that [a party] might ever have against them is plainly inconsistent with the FAA's explicit relatedness requirement.

Moritz v. Universal City Studios LLC, 268 Cal. Rptr. 3d 467, 475–76 (2020) (emphasis added) (quoting 9 U.S.C. § 2; *Henry Schein*, 139 S. Ct. at 529); *accord Moritz v. Universal City Studios LLC*, 268 Cal. Rptr. 3d 467, 474 (2020) ("[N]o reasonable person in their position would have understood the . . . arbitration provisions to require arbitration of any future claim of whatever nature or type, no matter how unrelated to the agreements nor how distant in the future the claim arose."); *Portier v. NEO Tech. Sols.*, No. 3:17-CV-30111-TSH, 2019 WL 7945683, at *8 (D.

Mass. Dec. 31, 2019) ("In contrast to the instant case, the *Schein* contract applied to the subject of the parties' dispute. Here, on the other hand, the Agreements by their terms do not apply to claims arising from a serious data breach that occurred after the termination of an employee's employment and execution of an Agreement.").

3. Compelling Arbitration of Disputes Having No Relationship to the Underlying Contract Would Lead to Absurd Results

The requirement that the dispute arise from the contract encompassing the arbitration provision makes sense. Consider the alternative, for example, where an individual buys a vehicle years ago, and that purchase agreement contained an agreement to arbitrate the question of arbitrability. Years after selling that vehicle, that same individual could be in a motor vehicle accident involving the same make vehicle. Under Defendant's analysis, if that individual sought damages from the manufacturer, he would be bound by that prior arbitration agreement, even though it contemplated a different vehicle and an encompassed an entirely different transaction. That would be an absurd result.

In this case, the current dispute does not arise out of any purported arbitration agreement between Defendant and Plaintiffs. The purported agreement between the Plaintiffs and Defendant was accepted between 2016 and 2018. (App. 21, 41-42, 70-72). But there is no indication that either Plaintiff ever actually rented an Airbnb. More importantly, it is undisputed that a third-party rented the home at the center of this dispute. (App. 44).

Accordingly, the Plaintiffs are not a party to the contract governing this rental. Conversely, to the extent there is any valid agreement between Plaintiffs and Defendant, this dispute does not arise out of that agreement.

C. The Parties Did Not Clearly and Unmistakably Intend to Delegate the Question of Arbitrability of Every Possible Dispute to an Arbitrator

Because the Plaintiffs are not party to the only valid arbitration agreement that could apply to this dispute, and because the dispute does not arise out of the contract to which they are a party, it necessarily follows that they did not "clearly and unmistakably" intend to delegate arbitrability of this dispute to an arbitrator.

But, even if the Court determines that a valid arbitration agreement exists, and that the dispute arises from the contract or transaction encompassing that agreement, it still must separately determine whether the parties intended to delegate the question of arbitrability to an arbitrator. Courts "should not assume that the parties agreed to arbitrate arbitrability unless there is *clear and unmistakable* evidence that they did so." *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 139 S. Ct. 524, 531 (2019) (emphasis added) (quoting *First Options of Chicago, Inc. v. Kaplan*, 514 U.S. 938, 944 (1995)).

The "'clear and unmistakable' requirement . . . pertains to the parties' manifestation of intent . . . ." *Rent-A-Ctr., W., Inc. v. Jackson*, 561 U.S. 63, 70 n.1 (2010). An agreement to delegate the question of arbitrability is controlling "only where the court is satisfied that the parties agreed [to delegate gateway issues as to] that dispute." *Slaughter v. Nat'l R.R. Passenger Corp.*, 460 F. Supp. 3d 1, 7 (D.D.C. 2020) (emphasis added) (alteration in original) (quoting *Granite Rock Co. v. Int'l Bhd. of Teamsters*, 561 U.S. 287, 297 (2010)).

But here, there is no "clear and unmistakable" manifestation of the parties' intent to arbitrate the question of arbitrability. Eric was

walking to a party at a home that he likely wasn't even aware was an Airbnb rental property. (App. 317). Eric lost his life and Raheem lost his son. That the Plaintiffs had previously looked at the Airbnb website—without renting any properties—does not convey a clear and unmistakable intent to arbitrate such a remote and unrelated dispute. It is "simply fortuitous that the parties happened to have a contractual relationship." *Coors Brewing Co.*, 51 F.3d at 1516. That coincidence is far from a "clear and unmistakable" manifestation of intent to arbitrate the issue of arbitrability in this instance.

III.

IF THE DISTRICT COURT'S DECISION APPEARS TO REST ON A NARROWER BASIS, THIS COURT SHOULD STILL AFFIRM ON ALTERNATIVE GROUNDS

Though the district court's Order is sparse on detail underlying its rationale, a review of the briefing and oral argument shows that the Court considered these issues, albeit in less detail than described here.[3] Specifically, Plaintiffs argued that (1) the parties did not intend to arbitrate this dispute, (App. 290); (2) any arbitrable disputes must arise out

[3] As is typical on appeal.

of the Plaintiffs use of the Airbnb website, (App. 291); (3) this dispute does not arise out of the Terms of Service, (*Id.*); and (4) the property rental at issue was booked by a third-party, a contract to which Plaintiffs were not a party, (App. 292). These and more issues were discussed in greater detail in oral argument. (App. 308-33).

Though the district court did not address these bases in its order, it cannot be disputed that it was briefed on them. Indeed, in determining that "the cause of action arises under the wrongful death statute," the district court implicitly found that the claims did not arise from the parties' contract, i.e., Eric and Raheem's acceptance of the Terms of Service on Airbnb's website. (App. 340). As discussed above, this is fatal to Defendant's appeal. *See supra* Part II.B.

Nevertheless, to the extent the Court finds that the district court ruled only on grounds related to the application of Nevada's wrongful death statute, it can and should affirm the Order on the alternative bases addressed herein. *Washoe Cnty. v. Otto*, 128 Nev. 424, 435, 282 P.3d 719, 727 (2012) (recognizing that this Court may affirm the district court if it reached the proper result, albeit on alternative grounds); *LVCVA v. Secretary of State*, 124 Nev. 669, 689 n. 58, 191 P.3d 1138,

1151 n. 58 (2008) ("[W]e will affirm the district court if it reaches the right result, even when it does so for the wrong reason.").

CONCLUSION

Because (1) the Plaintiffs were not a party to the only valid arbitration agreement that could apply to this transaction; (2) the dispute does not arise from any agreement between Plaintiffs and Defendant and; (3) the parties did not manifest a clear and unmistakable intent to delegate the arbitrability of any possible dispute to an arbitrator; this dispute is therefore not subject to any agreement to arbitrate arbitrability. Therefore, because *Henry Schein* left this question to the courts, the decision of the district court should be affirmed.

Dated this 2nd day of August, 2021.

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CERTIFICATE OF COMPLIANCE

1. I certify that this brief complies with the formatting, typeface, and type-style requirements of NRAP 32(a)(4)–(6) because it was prepared in Microsoft Word 2010 with a proportionally spaced typeface in 14-point, double-spaced Century Schoolbook font.

2. I certify that this brief complies with the type-volume limitations of NRAP 32(a)(7) because, except as exempted by NRAP 32(a)(7)(C), it contains 4,042 words.

3. I certify that I have read this brief, that it is not frivolous or interposed for any improper purpose, and that it complies with all applicable rules of appellate procedure, including NRAP 28(e). I understand that if it does not, I may be subject to sanctions.

Dated this 2nd day of August, 2021.

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CERTIFICATE OF SERVICE

I certify that on August 2, 2021, I submitted the foregoing "Answering Brief of Respondents Eric Rice and Jefferson Temple, as special administrator of the Estate of Raheem Rice" for filing *via* the Court's eFlex electronic filing system. Electronic notification will be sent to the following:

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