IN THE INDIANA COURT OF APPEALS
CAUSE NO. 02A03-1507-PL-959

PARKVIEW HOSPITAL Appellant,	) Interlocutory Appeal from the) Allen Circuit Court)
v.	) Cause No. 02C01-1405-PL-221))
THOMAS E. FROST, by SHIRLEY A. RIGGS, his guardian, Appellee,	)) The Honorable Craig J. Bobay,) Special Judge

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BRIEF OF THE *AMICUS CURIAE*

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I. STATEMENT OF THE INTEREST OF AMICUS CURIAE

The mission of the Indiana Trial Lawyers Association (ITLA) is to preserve the constitutional principles of the right to civil trial by jury, and an independent judiciary, for the benefit of all persons in Indiana. ITLA is also the main voice ensuring that victims of negligence are not charged unreasonable amounts by their medical providers.

The ITLA is aware that, for many years, I.C. 32-33-4, the "Hospital Lien Statute," ("Statute") had allowed hospitals to charge different amounts to patients depending on the circumstances requiring the patients' care. The ITLA believes that the amount a hospital receives as payment, and the amount a patient is obligated to pay, should not change just because the patient was harmed due to the negligence of others.

The Statute was enacted in 1933 to make sure that hospitals are reasonably compensated for their services. But the ITLA believes that the Statute was never meant to be a profit generator for hospitals. Patients have always had the right to question the "reasonableness" of charges included in a hospital lien. Indiana's discovery rules allow a patient to obtain information from a hospital which may lead to the discovery of admissible evidence on the issue of the "reasonableness" of charges included by a hospital in its lien. Since "chargemaster" rates are now broadly viewed with extreme skepticism, it is only fair that patients may conduct discovery into how hospitals arrive at them. This discovery right is one embedded in the Statute, and cannot be thwarted by any contract between the patient and the hospital.

The ITLA has an interest in preserving the vital right of patients like Thomas Frost to challenge the reasonableness of a hospital's charges under the Statute. The interests of the ITLA in this appeal are aligned with Mr. Frost.

II. SUMMARY OF ARGUMENT

The Indiana Hospital Lien Statute ("Statute") allows a hospital to hold a lien for "the reasonable value of its services." But I.C.32-33-4-4(e) of the Statute allows a patient to contest the "reasonableness of the charges claimed by the hospital." Thomas Frost contests the reasonableness of the charges included in liens filed by Parkview Hospital against his liability recovery in this case.

When the "reasonableness" of charges in a lien under the Statute is at issue, a patient must be allowed to conduct full discovery regarding how the charges came to be. This includes all matters reasonably calculated to lead to the discovery of admissible evidence on this topic, such as the actual cost of providing the care, and any profit built into the charges. When a hospital contends that the rates stem from its "chargemaster," then the chargemaster itself is subject to discovery. It is impossible for the finder of fact to make a determination as to the reasonableness of the charges without knowing the costs to the hospital of providing the services.

The word "reasonableness" is not defined in the Statute, so it is appropriate to look to other Indiana authority regarding the use of the word in the context of medical billing. Six years ago, the Indiana Supreme Court held that, given the complexities of healthcare pricing, jurors can consider the reimbursement rates negotiated between healthcare providers and commercial insurance carriers to help determine the "reasonable value" of medical services. *Stanley v. Walker*, 906 N.E.2d 852 (Ind. 2009). Guided by the basic economic principle that reasonable value can be defined by the price a buyer is willing to pay and a seller is willing to accept in an open market, the *Stanley* Court determined that evidence of reimbursement rates established on the open market through arms' length negotiations are probative of reasonable value. What is

admissible to the trier of fact when determining the "reasonable value of medical expenses" should be no different in a personal injury case like *Stanley* than in a claim to quash a hospital lien under the Statute. The Statute may only be used by a hospital if the need for care was due to personal injuries received as a result of negligence. To find otherwise would subject the patient to the risk of being awarded less money by a jury for bills than what the hospital demands. Accordingly, it is proper that Frost be permitted to conduct discovery of reimbursement rates negotiated between Parkview Hospital and other entities.

The Statute trumps any contract signed by a patient with a hospital. A hospital is not compelled to file a lien under the Statute, but once it makes that election, it must abide by the rules of the Statute. Parkview Hospital inappropriately argues that the case of *Allen v. Clarian Health Partners, Inc.*, 980 N.E.2d 306 (Ind. 2012), supersedes Mr. Frost's right to question the "reasonableness" of Parkview's charges under the Statute.

The ITLA membership is aware of a recurring problem in this State whereby hospitals are refusing to comply with the Statute by thwarting necessary discovery into the reasonableness of their charges, and ignoring the right of patients to question charges. Parkview's attempt to circumvent the Statute subjects Frost, and other patients like him in Indiana, to substantial financial prejudice. This prejudice to Mr. Frost is precisely the type of harm that the Statute prohibits.

This Court should affirm the trial court's correct denial of Parkview's Motion for Partial Summary Judgment, which sought to halt normal discovery regarding the reasonableness of its charges. The trial court's decision to allow evidence of other discounts Parkview allows may be considered by the trier of fact on the "reasonableness" issue.

III. ARGUMENT

A. PATIENTS MUST HAVE THE RIGHT TO PERFORM MEANINGFUL DISCOVERY REGARDING THE "REASONABLENESS" OF HOSPITAL CHARGES

Indiana Code 32-33-4, the "Hospital Lien Statute" ("Statute"), specifically allows a patient to contest the reasonableness of charges included in a lien. I.C. 32-33-4-4(e). Patients must be permitted to conduct discovery of any information which may lead to the discovery of admissible evidence regarding a hospital's charges. The trial court's decision to deny Parkview's Motion for Partial Summary Judgment was correct, and this case should be remanded for the completion of discovery.

The Statute allows a hospital to hold a lien in most cases for "the *reasonable* value of its services or expenses (including any amount designated as a copayment or deductible) on any judgment for personal injuries rendered in favor of any person." I.C. 32-33-4-1 [emphasis added]. Before filing a lien, a hospital's charges *must first* be reduced by the amount of any benefits to which the patient is entitled under the terms of any contract, health plan, or medical insurance.[1] I.C. 32-33-4-3(b)(5). [emphasis added].

Indiana Code 32-33-4-4(e) allows that a patient "desiring to contest a lien or the *reasonableness* of the charges claimed by the hospital may do so by filing a motion to quash or

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[1]While not at issue on this appeal, Frost's counsel has indicated that he was qualified for Medicaid shortly after his accident. If so, Parkview should have submitted its charges to Medicaid for payment and discount before filing any lien, as required by Section 3(b)(5) of the Statute. This exact issue was the subject of *St. Vincent Anderson Regional Hospital v. Rashauna White,* appellate cause number 48A05-1412-CT-546. St. Vincent dismissed its appeal shortly after the White and ITLA's *amicus* briefs were filed. It appears that hospitals, including Parkview, are continuing to violate the Statute by refusing to submit charges to Medicaid prior to filing liens. *See* Appellant's App., p.104 ("If a patient has Medicaid, a hospital lien may be filed.").

reduce the claim in the circuit court in which the lien was perfected, making all other parties of interest respondents." [emphasis added]. The word "reasonable" is used repeatedly in the Statute, and cannot be ignored.

The word "reasonable" is not defined in the Statute. The lack of a special definition does not require this Court to engage in an "interpretation" of the Statute. A statute which is clear and unambiguous on its face has no need for interpretation. *Peele v. Gillespie*, 658 N.E.2d 954, 958 (Ind.App. 1995). The Court must examine and treat it as a whole, giving the statute its apparent and obvious meaning. *Id*. The Court is to presume words appearing in the statute were intended to have meaning, and it should endeavor to give those words their plain and ordinary meaning absent a clearly manifested purpose to do otherwise. *Id.*

The word "reasonable" is generally defined as "just", "sensible," "not extreme, immoderate, or excessive," and "not expensive." WEBSTER'S NEW DICTIONARY, Third College Edition, p.1118 (1988). It has similarly been defined as "fair, proper, just, moderate, suitable under the circumstances." BLACK'S LAW DICTIONARY 143 (5th ed. 1979). Indiana law is consistent with this, but is more specific with regard to defining "reasonable medical expenses."

In this case, Parkview contends that its chargemaster rates are the "just" or "reasonable" amounts to be charged to Thomas Frost. The chargemaster is a master price list setting a price for every good and service a hospital provides. *See, e.g.,* George A. Nation III, *Determining the Fair and Reasonable Value of Medical Services: The Affordable Care Act, Government Insurers, Private Insurers and Uninsured Patients*, 65 Baylor L. Rev. 425, 427 (2013).

Academics, industry experts, and courts have universally recognized, however, that the

rates contained in a hospital's chargemaster are **not** reasonable:

- "Another important characteristic of healthcare is that chargemaster or list prices are not fair and reasonable. They are grossly inflated because they are set to be discounted rather than paid."[2]

- "[T]he charge-master rates have become so inflated that even hospital officials admit that the rates now serve as little more than the starting point from which hospitals begin negotiations with insurers over what the agreed fees will be."[3]

- "Hospital administrators themselves cannot explain where their chargemaster prices come from. One hospital administrator is quoted saying: 'There is no rationality to the chargemaster and costs still do not have much relevance."[4]

- It "is not possible to say generally that providers' full bills represent the real value of their services, nor that the discounted payments they accept from private insurers are mere arbitrary reductions."[5]

Even our Indiana Supreme Court held that medical charges are not based on any notion of rationality: "Currently, the relationship between charges and costs is 'tenuous at best.' In fact, hospital executives reportedly admit that most charges have 'no relation to anything, and certainly not to cost." *Stanley v. Walker*, 906 N.E.2d 852, 857 (Ind. 2009). *Stanley* addressed the exact issue before this Court in Thomas Frost's case: what may the trier of fact know about medical charges and discounts? The answer is needed for the trier of fact to determine the

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[2] George A. Nation III, Determining the Fair and Reasonable Value of Medical Services: The Affordable Care Act, Government Insurers, Private Insurers and Uninsured Patients, 65 Baylor L. Rev. 425, 429 (2013).

[3] Michael K. Beard & Dylan H. Marsh, Arbitrary Healthcare Pricing and the Misuse of Hospital Lien Statutes by Healthcare Providers, 38 Am. J. Trial Advoc. 255, 256 (2014).

[4] Erin C. Fuse Brown, Irrational hospital pricing, 14 Hous. J. Health L. & Pol'y 11, 19 (2014).

[5] Howell v. Hamilton Meats & Provisions, Inc., 257 P.3d 1130, 1142-43 (Cal. 2011).

"reasonable value" of medical expenses connected to a liability claim against a third party. Since hospital liens under the Statute also only apply in liability cases, the standard concerning the discovery and admissibility of evidence concerning the "reasonable value" should be identical. Otherwise, a patient injured by a third party will be subject to a jury potentially awarding him less than the amount charged by the hospital, leaving him still owing the hospital the chargemaster rate.

Parkview claims that its chargemaster rates are the "reasonable" rates, and cannot be questioned. This flies in the face of nearly universal scholarly opinion on the subject. Yet, if Parkview wishes to argue this to the trier of fact, the trial court may permit it to do so. At the same time, Frost must be permitted to conduct reasonable discovery regarding Parkview's particular chargemaster rates, and offer relevant evidence gathered thereby to the trier of fact in support of his argument that the rates are unreasonable.

The main issue before this Court concerns the routine rules of discovery. Indiana Trial Rule 26(B)(1) provides that, in general, parties "may obtain discovery regarding any matter, not privileged, which is relevant to the subject-matter involved in the pending action . . . It is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence." Information about what a hospital charges, accepts, and why it does either is "relevant" under IRE 401, which requires only that the information have "any tendency to make a fact more or less probable," and to be "of consequence in determining the action."

In the seminal case of *Hickman v. Taylor,* 329 U.S. 495, 500 (1947), the United States Supreme Court lauded the liberal and expansive goals relative to the modern rules of civil

procedure, noting that "civil trials no longer need be carried on in the dark." *Id*. at 501. The Court agreed that the discovery rules are to be accorded a broad and liberal treatment, noting that "No longer can the time-honored cry of 'fishing expedition' serve to preclude a party from inquiring into the facts underlying his opponent's case." *Id.* at 507. Discovery, along with pretrial procedures, make a trial "less a game of blindman's bluff and more a fair contest with the basic issues and facts disclosed to the fullest practicable extent. Only strong public policies weigh against disclosure." *United States v. Proctor Gamble & Co.,* 356 US 677, 682 (1958).

Similarly, our Indiana Supreme Court has embraced this commitment to the broad scope and purpose of the Indiana Trial Rules, noting that "Our discovery rules are designed to allow a liberal discovery procedure, the purposes of which are to provide parties with information essential to the litigation of all relevant issues, to eliminate surprise and to promote settlement." *Canfield v. Sandock,* 563 NE2d 526, 528 (Ind. 1990). Indiana has also recognized that under the Trial Rules, the pre-trial discovery process is intended to be honored and complied with by both sides with minimal involvement of the court. *Id.*

In this case, Parkview has not invoked any privilege to justify its refusal to disclose information about the chargemaster rates, or discounts it provides to other parties from these rates. The discovery sought by Frost is relevant to the subject-matter involved in this litigation. It is reasonably calculated to lead to the discovery of admissible evidence. The trial court has thus properly ruled that this information is discoverable, and that evidence of discounts given by Parkview from its chargemaster rates will be admissible.

B. THE *ALLEN* CASE HAS NO APPLICABILITY WHEN A HOSPITAL ELECTS TO FILE A LIEN

Although Parkview has not invoked any privilege to justify its refusal to produce evidence explaining, and justifying, its chargemaster rates, it has argued that a "contract" executed by Thomas Frost's mother concerning part of the charges renders moot the entire question. But this contract has no relevance to this case, since Parkview elected to pursue collection of its bills under the Statute instead.

This contract, the "AGREEMENT TO PAY," his mother signed before her son received some medical treatment, would have given Parkview the right to pursue him directly for charges related to that contract, as allowed by *Allen v. Clarian Health Partners, Inc.*, 980 N.E.2d 306 (Ind. 2012). This contract called for the collection not only of all "charges" (presumably chargemaster rates), but also for interest of 18% APR, as well as attorney fees and costs of collections [Appellant's App., p.44].

Indiana courts have long recognized and respected the freedom to contract. *Trotter v. Nelson*, 684 N.E.2d 1150, 1152 (Ind.1997). However, a court may declare an otherwise valid contract unenforceable if it contravenes the public policy of Indiana. *Id*. Indiana courts have noted that we first look to the Constitution, *the legislature*, and the judiciary for explicit declarations of public policy. *Id*. [emphasis added]. In fact, the main situation usually cited where courts have refused to enforce private agreements on public policy grounds is when a contract contravenes a statute. *Id.*

The Statute states that a "corporation maintaining a hospital in Indiana or a hospital owned, maintained, or operated by the state or a political subdivision of the state *is entitled* to

hold a lien. I.C. 32-33-4-1. It is not mandatory that a hospital file a lien. But if a hospital chooses to do so, it must be bound by the rules of the Statute. A hospital cannot undermine the Statute by getting a patient to sign a contract. The right of a patient to question the reasonableness of charges under Section 4(e) of the Statute would have no meaning otherwise. This Court should affirm the trial court's determination that the *Allen* case has no applicability where a hospital chooses to file a lien under the Statute.

C. RECENT AMENDMENTS TO THE HOSPITAL LIEN STATUTE AFFIRM THE IMPORTANCE OF PATIENT RIGHTS

The Statute was originally adopted in 1933 during the Great Depression, long before private health insurance and other medical plans became widespread, and long before programs like Medicare were adopted. Meta Calder, *Florida's Hospital Lien Laws*, 21 Fla. St. University Law Review, 341, 370 (Fall 1993). The underlying purpose of the Statute was to insure that hospitals are compensated for their services. *Parkview Hosp., Inc. v. Roese*, 750 N.E.2d 384, 387 (Ind. Ct. App. 2001).

The Statute has long given hospitals the right to file a lien for all reasonable and necessary charges for hospital care, treatment, or maintenance of patients if the injuries giving rise to the claim required the hospital care. *Id.* at 386-387. But from its laudable beginnings during the Depression, collection practices of hospitals over the years became increasingly aggressive and, in many cases, resulted in litigation. Major amendments to the Statute, effective July 1, 2013, made it clear that the Legislature intended to bolster the rights of patients, making them as important as the right of hospitals to collect money.

1. *The Statute allowed hospitals to use aggressive billing tactics.*

The Statute historically gave hospitals a means to be compensated for their services, but it also often put patients harmed due to the negligence of others in a much worse financial position.

For instance, the old version of I.C. 32-33-4-3(b)(5) [2002] required hospitals to reduce charges only by the "amount of any medical insurance proceeds" before filing the lien. But it did not require hospitals to give patients the benefit of pre-negotiated health insurance discounts normally required by the contracts between the insurers and the hospitals. That meant that hospitals could file liens for their "gross" chargemaster rates, minus the amount received from insurers. The remainder left patients exposed to the collection of much higher sums than if they had not had a liability claim at all.

Also, the old Statute allowed a patient to keep 20% of a recovery. I.C. 32-33-4-3(c)[2002 version]. But this 20% was only after attorney fees, case expenses, and payoffs on properly perfected hospital liens. *Id.* The patients were still exposed to pay any other medical bills not covered by the Statute, like doctors' bills, out of this 20%. *Id.* But if a hospital was forced to reduce its lien recovery due to the "20%" provision, it could still go after the patient for the balance after the lien was released. *Cullimore v. St. Anthony Medical Center, Inc.,* 718 N.E.2d 1221 (Ind. Ct. App. 1999). This point, later affirmed in *Clarian Health Partners v. Evans*, 848 N.E.2d 763 (Ind. Ct. App. 2006), allowed this practice of "balance billing" to expose the patient to the collection of the entire unpaid balance.

That might have been fair, if the charges were reasonable. But hospitals often failed to give the insured patients the benefit of the insurance discounts, and claimed the full "chargemaster" rates. As noted above, chargemaster rates usually contain highly inflated prices

at several times that of actual costs to the hospital. *See also* Steven Brill, *Bitter Pill: Why Medical Bills Are Killing Us,* Time (February 20, 2013).

The complexities of modern health care pricing now make it difficult to determine whether the amount charged, the amount accepted by providers, or some amount in between represents the "reasonable value" of medical services. One authority reports that hospitals historically billed insured and uninsured patients similarly. Mark A. Hall & Carl E. Schneider, *Patients As Consumers: Courts, Contracts, and the New Medical Marketplace*, 106 Mich. L. Rev. 643, 663 (2008). But with the advent of managed care, some insurers began demanding deep discounts, and hospitals shifted costs to less influential patients. *Id*. Insurers generally pay about forty cents per dollar of billed charges, with hospitals accepting such amounts in full satisfaction of the billed charges. *Id*.

As more medical providers are paid under fixed payment arrangements, hospital charge structures have become less correlated to hospital operations and actual costs. The Lewin Group, *A Study of Hospital Charge Setting Practices* (2005). Currently, the relationship between charges and costs is "tenuous at best." *Id*. at 7. In fact, hospital executives reportedly admit that most charges have "no relation to anything, and certainly not to cost." Hall, *Patients As Consumers,* at 665. Our Indiana Supreme Court recognized this in *Stanley v. Walker*, 906 N.E.2d 852, 857 (Ind. 2009).

The old Indiana Hospital Lien Statute became a vehicle for hospitals to maximize their revenue by using the full gross chargemaster rates. For example, this was particularly helpful to hospitals where the patients were Medicare recipients. Ordinarily, a hospital would be obligated to submit bills of such a patient to Medicare, after which it would be discounted, some payment

would be made, and the beneficiary would be left with some modest balance. But the hospitals litigated for, and won, the right not to have to submit its bills to Medicare if the patient was the victim of negligence. *Parkview Hosp., Inc. v. Roese*, 750 N.E.2d 384 (Ind. Ct. App., 2001). Due to this, many Medicare beneficiaries were treated no differently than an uninsured patient. In the case of the wrongful death of a Medicare beneficiary, the Statute thus exposed the general assets of the patient's estate to collection in satisfaction of hospital charges that did not have to be submitted to Medicare, and which were not satisfied in full through the lien mechanism, as allowed by *Clarian Health Partners v. Evans*, 848 N.E.2d 763 (Ind. Ct. App. 2006). Thus, making a wrongful death claim could have unwittingly bankrupted the patient's estate. Similarly, a hospital used to have no duty to submit charges to Medicaid if it instead wished to file a lien under the Statute for the full chargemaster rates.

The Hospital Lien Statute was a powerful tool for hospitals, ensuring that payment to them had priority over nearly everyone else in a liability claim, including ordinary doctors. But due to the aggressive tactics of hospitals, a groundswell of public support caused the Legislature to drastically amend it.

2. *The new Hospital Lien Statute enacted on July 1, 2013, greatly increased the rights of patients.*

The new Hospital Lien Statute, still codified as I.C. 32-33-4, looks very different from the 2002 version. A simple comparison shows the Legislature wanted to ensure that the amount of money a hospital receives for its services would not depend on the circumstances that required the care (e.g., a third party liability claim). Every substantive change expanded the rights of patients, and curtailed the rights of hospitals.

For instance, the Legislature nullified *Parkview Hospital, Inc. v. Roese*, 750 N.E.2d 384 (Ind. App. 2001) by adding Medicare to the list of exemptions under I.C. 32-33-4-3(b)(3). Now, if a patient is a Medicare recipient, the Statute simply is not applicable. In addition, it added a completely new Section (3.5) to enumerate several patient rights that must be considered after a lien is properly perfected.

In addition, I.C. 32-33-4-3(b)(5) was changed to expand the lien prerequisite greatly, stating that the hospital charges "must . . . first be reduced by the amount of any benefits", such as Medicaid, "to which the patient is entitled under the terms of any contract, health plan, or medical insurance." This section now explicitly requires hospitals to give patients the benefits of all adjustments by the "contract" or "health plan." This change eliminates the unfair practice of "balance billing", which had been allowed by *Clarian Health Partners v. Evans*, 848 N.E.2d 763, (Ind.App. 2006).

It should be noted that the Legislature had no reason to include Medicaid in the list of exemptions in Section 1 of the Statute. Medicare was listed as an exclusion to specifically repudiate the *Roese* case, which removes that program from this discussion. Since the Legislature did not list Medicaid under the exclusions in Section 1, its participants are still subject to the Statute. This simply means that hospitals may still file liens for the "amount designated as a copayment or deductible" after they comply with Section 3(b)(5) by submitting charges for payment and adjustment. The current Statute applies to Medicaid. This means that hospitals must first submit bills for payment and adjustment to Medicaid for qualified patients.

Afterward, hospitals are free to file a lien if there is any remainder properly owed by the patient.[6]

The recent amendments to the Statute make it evident that ensuring patient rights to only be charged a fair amount are just as important as the goal of compensating hospitals. The ITLA is concerned that at the heart of Parkview's position is a simple quest to obtain the highest profits possible. It seems to be doing quite well in this regard already. Parkview benefits from the favorable tax status of being a "not-for-profit" entity. "Not-for-profit" hospitals are required to file a Form 990 with the federal government each year. The reports are available online at: http://foundationcenter.org/findfunders/990finder. In its 2013 Form 990 filing, Parkview reported hundreds of thousands of dollars in charitable gifts[7] to causes which have nothing to do with its core not-for-profit mission of providing medical care.[8]

Regardless of the corporate strategy behind such gifts, or the worthiness of these charities, the ITLA believes that it would be especially unfortunate for Parkview to fund this largesse at the expense of the victims of negligence. All patients should have the right to know that the amounts they are charged are "reasonable."

IV. CONCLUSION

The ITLA respectfully requests that this Court affirm the trial court's denial of Parkview's Motion for Partial Summary Judgment, hold that Indiana hospitals must allow full discovery regarding charges included in liens filed under the Statute, and hold that evidence of

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[6] Indiana Medicaid currently requires members to pay premiums, contributions, and co-pays in many instances. *See* http://member.indianamedicaid.com/programs--benefits/important-things-to-know/payment-expectations.aspx.

[7] For instance, a $500,000 cash grant to the Embassy Theatre capital campaign.

[8] "Our mission is to improve the health of the communities we serve." *See* http://www.parkview.com/en/about-us/Pages/default.aspx.

discounts Parkview gives other entities is admissible to the trier of fact on the issue of

"reasonableness" of the charges pursuant to I.C. 32-33-4-4(e).

Respectfully submitted,
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WORD COUNT CERTIFICATION

Pursuant to Rule 44(C), (E), and (F), Indiana Rules of Appellate Procedure, I verify that the Amicus Curiae Brief contains 4548 words as reflected by the word count system of Wordperfect.

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The undersigned hereby certifies that a true and accurate copy of the foregoing Brief of the Amicus Curiae was served via U.S. Mail, First Class, postage prepaid on the 30th day of November, 2015, addressed to the following:

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The undersigned further certifies that the foregoing Brief of the Amicus Curiae was sent, pursuant to Appellate Rule 23(C)(3), postage pre-paid, via U.S. Mail, on the 30th day of November, 2015, properly addressed as follows:

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