SCC File No. 38534

IN THE SUPREME COURT OF CANADA
(ON APPEAL FROM THE COURT OF APPEAL FOR ONTARIO)

B E T W E E N:

UBER TECHNOLOGIES INC., UBER CANADA, INC., UBER B.V.
and RASIER OPERATIONS B.V.

Appellants
(Respondents)

-and-

DAVID HELLER

Respondent
(Appellant)

- and -

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Interveners

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THE INTERNATIONAL CHAMBER OF COMMERCE
(Pursuant to Rule 42 of the *Rules of the Supreme Court of Canada*)

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PART I: OVERVIEW AND FACTS

1. The International Chamber of Commerce ("**ICC**") intervenes before the Court to offer the experience and expertise of its independent arbitration body – and the world's leading international arbitral institution – the International Court of Arbitration of the ICC ("**ICC Court**") in respect of the arbitration law issues raised by this appeal.

2. The manner in which issues relating to the enforcement of arbitration agreements, and the application of the *competence-competence* principle, are addressed and resolved in various jurisdictions is critical to the viability and efficiency of arbitration as a means to resolve international commercial disputes. These issues are of significant concern to the ICC Court as they engage directly its mandate to administer arbitrations conducted under the ICC Rules of Arbitration ("**ICC Rules**").

3. Today, international arbitration is properly seen as a transnational system of justice founded on highly consistent principles and governed in an increasingly harmonized fashion around the world.[1] At the heart of the system are the 1958 *Convention on the Recognition and Enforcement of Foreign Arbitral Awards* (the "**New York Convention**") and the 1985 *UNCITRAL Model Law on International Commercial Arbitration* (the "**Model Law**"), which both seek to harmonize the legal framework governing international arbitration.

4. The New York Convention, currently in force in 160 countries, focuses on the form and effect of international arbitration agreements as well as on the recognition and enforcement of foreign arbitral awards; the Model Law, which has been adopted in 80 countries (111 jurisdictions), governs arbitral procedure and the intervention of domestic courts in international arbitrations.[2]

5. Such transnational instruments of legal harmonization can succeed only if they are interpreted and applied in a reasonably consistent manner from one country to another. This point was emphasized by this Court in *GreCon*, when placing significant weight on the

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[1] Alexis Mourre, President of the International Court of Arbitration, International Chamber of Commerce, "Keynote Address" (delivered at the GAR Live Istanbul, 20 June 2009) [unpublished].

[2] See New York Convention Contracting States, online: <www.newyorkconvention.org/countries>; UNCITRAL, Status: UNCITRAL Model Law on International Commercial Arbitration (1985), with amendments as adopted in 2006, online: <uncitral.un.org/en/texts/arbitration/modellaw/commercial_arbitration/status>.

interpretation of Article II(3) of the New York Convention by foreign courts.[3] The 2006 amendments to the Model Law, adopted by the Ontario legislature in 2017, include an express exhortation to this effect by urging courts to promote uniformity in the interpretation and application of the Model Law.[4]

6. The Court's judgment in this appeal will form part of an important international body of arbitration case law. The ICC submits that in resolving the issues raised by this appeal, the Court should be informed by the goal of harmonizing international arbitration law. In this regard, treating allegations of invalidity of the arbitration agreement as an automatic exception to the *competence-competence* principle would impede efforts to achieve this important goal.

PART II: STATEMENT OF POSITION

7. The ICC takes no position on the disposition of this appeal. Its submissions are informed by the ICC Court's experience and expertise in international arbitration and are directed to the following issues:

(A) *Whether the competence-competence principle applies where a challenge to the jurisdiction of the arbitrator is based on the alleged invalidity of the arbitration agreement*. In accordance with this Court's judgments in *Dell*[5] and *Seidel*[6], as well as the strong emerging international consensus, the ICC submits that, in commercial cases,[7] allegations of invalidity ought to be addressed in the same manner as other jurisdictional challenges pursuant to the *competence-competence* principle; and

(B) *The proper approach for determining the suitability of arbitration, including ICC arbitration, for resolving certain categories of disputes*. The ICC submits that suitability cannot be determined in the abstract. Such determination ought to be made having regard

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[3] *GreCon Dimter Inc v JR Normand Inc*, 2005 SCC 46 at para 39. See also Frédéric Bachand, *L'intervention du juge canadien avant et durant un arbitrage commercial international* (Paris: LGDJ, 2005/Cowansville: Éditions Yvon Blais, 2005) at 49-55 (para 73-82), 73-77 (para 111-118).

[4] *International Commercial Arbitration Act 2017*, SO 2017, c 2, Sched 5 [***ICAA***], Schedule 2, Article 2A.

[5] *Dell Computer Corp v Union des consommateurs*, 2007 SCC 34 [***Dell***].

[6] *Seidel v TELUS Communications Inc*, 2011 SCC 15 [***Seidel***].

[7] The Model Law is expressly limited to commercial arbitration, as is its scope in Ontario. Likewise, Canada's accession to the New York Convention included the following commercial reservation: "The Government of Canada declares that it will apply the Convention only to differences arising out of legal relationships, whether contractual or not, which are considered as commercial under the laws of Canada, except in the case of the Province of Quebec where the law does not provide for such limitation."

to clearly-expressed legislative policy choices, applying the *competence-competence* principle and the allocation of judicial and arbitral responsibilities reflected in the Model Law.

PART III: ARGUMENT

A. The Application of the *Competence-Competence* Principle to Validity Objections

1. The *Competence-Competence* Principle in Canadian Law

8. The *competence-competence* principle is a cornerstone of arbitration. It is part of the Model Law and has therefore been incorporated into the legislative landscape of all Model Law jurisdictions, including Canada. It is at the heart of all judicial inquiries involving a challenge to the existence, validity or scope of an arbitration agreement; and it serves to guide the exercise by courts of their supervisory function over arbitrations conducted within their jurisdictions when jurisdictional objections are raised. It is also incorporated into the ICC Rules.[8]

9. The *competence-competence* principle has both positive and negative dimensions. In its positive dimension, the principle enables arbitrators to rule on their own jurisdiction. In its negative dimension, the principle limits the intervention of courts by conferring *priority* on arbitrators to determine their jurisdiction in the first instance. These two dimensions of the principle, working together, oblige a court, when faced with a challenge concerning the jurisdiction of an arbitrator, to refrain from hearing that challenge until the arbitrator has had the opportunity to consider and decide the challenge.[9]

10. Delineating the respective roles of courts and arbitrators under the *competence-competence* principle requires balancing two competing policy objectives: (a) certainty as to the jurisdiction of the arbitral tribunal; and (b) the efficiency of arbitration as a viable dispute resolution mechanism:

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[8] See Article 6(3) and (4), *ICC Rules*.

[9] See Emmanuel Gaillard & John Savage, *Fouchard, Gaillard, Goldman on International Commercial Arbitration* (The Hague: Kluwer Law International, 1999) at para 660; Emmanuel Gaillard & Yas Banifatemi, "Negative Effect of Competence-Competence: The Rule of Priority in Favour of the Arbitrators" in Emmanuel Gaillard & Domenico Di Pietro, eds, *Enforcement of Arbitration Agreements and International Arbitral Awards: the New York Convention in Practice* (London: Cameron May, 2008) 257 at 258-60.

> *La thèse du plein contrôle de la compétence arbitrale est fondée sur l'idée qu'il est préférable que toute objection soit tranchée par le juge le plus rapidement possible, afin d'éviter que les parties investissent temps et argent dans une instance arbitrale dont le fondement juridique pourrait subséquemment s'avérer inexistant. À l'opposé, la thèse favorisant un contrôle plus restreint par le juge saisi de la demande de renvoi est justifiée par un désir de limiter les manoeuvres dilatoires auxquelles se livrent trop souvent des parties qui, pour des raisons tactiques, cherchent à retarder l'arbitrage en forçant la tenue devant les tribunaux judiciaires de débats préliminaires sur la compétence arbitrale.*[10]

11. In *Dell*, this Court was called upon to choose between these two objectives. The Court resolved the debate in favour of efficiency. Specifically, the Court determined that courts, when faced with a challenge to the jurisdiction of an arbitrator on the basis of the alleged invalidity or inapplicability of the arbitration agreement, should refer the matter to the arbitrator for determination in the first instance, save where the challenge raises a pure question of law or one of mixed fact and law that requires for its disposition only superficial consideration of the documentary evidence. This approach was re-affirmed by the Court in *Seidel*.[11]

12. Permitting courts to depart from the *competence-competence* principle when confronted with a jurisdictional challenge based on the alleged invalidity of the arbitration agreement would encourage parties to engage in precisely the kind of delaying tactics that the principle is designed to avoid and produce the mischief that this Court warned against in *Dell*.[12]

13. Legislative enactments, such as section 7(2) of the *Arbitration Act, 1991* and article 8(1) of *ICAA*, conferring on courts the discretion to refuse to stay proceedings on the basis that the arbitration agreement is invalid do not, on their own, oust the application of the *competence-competence* principle.[13] Rather, consistent with the *Dell* framework, the *competence-competence* principle should inform the exercise of the court's discretion. Such legislative provisions should also be interpreted in a manner consistent with the Model Law, which treats questions relating to the validity of an arbitration agreement as a jurisdictional matter attracting the application of the *competence-competence* principle.

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[10] See Frédéric Bachand & Pierre Bienvenu, "L'arrêt Dell et le contrôle de la compétence arbitrale au stade du renvoi à l'arbitrage" (2007) 37 RGD 477 at 478-79.
[11] *Dell*, *supra* note 5 at paras 84-86; *Seidel*, *supra* note 6 at para 29.
[12] *Dell*, *supra* note 5 at para 86.
[13] See *Arbitration Act 1991*, SO 1991, c 17, s 7(2). Ontario law makes no distinction in the application of the *competence-competence* principle between domestic and international arbitrations. See *Ontario Medical Association v Willis Canada Inc*, 2013 ONCA 745 at paras 24-30, 37.

14. As confirmed by the Court in *Seidel*, absent clear legislative language to the contrary, there is no basis to treat challenges relating to the validity of the arbitration agreement any differently than other jurisdictional challenges, such as those relating to the scope of the arbitration agreement.[14]

2. The *Competence-Competence* Principle in Other Model Law Jurisdictions

15. Article 8(1) of the Model Law requires a court, when presented with a stay (or referral) application, to refer the parties to arbitration unless it finds that the arbitration agreement is null and void, inoperative or incapable of being performed.[15] The text of article 8(1) of the Model Law does not provide clear guidance as to the nature and scope of a court's review of the arbitrator's jurisdiction.[16] However, there is strong support in the jurisprudence emerging from many Model Law jurisdictions in favour of a *prima facie* review by courts of the arbitrator's jurisdiction.[17]

16. Under a *prima facie* review, courts will refer the parties to arbitration when "the applicant is able to establish a *prima facie* case that: (i) there is a valid arbitration agreement between the parties to the court proceedings; (ii) the dispute in the court proceedings (or any part thereof) falls within the scope of the arbitration agreement; and (iii) the arbitration agreement is not null and void, inoperative or incapable of being performed".[18]

17. Similarly, articles 6(3) and (4) of the ICC Rules call for the arbitration to proceed in spite of a jurisdictional objection "if and to the extent the [ICC] Court is *prima facie* satisfied that an

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[14] *Seidel*, *supra* note 6 at paras 28-30. See also *TELUS Communications v Wellman*, 2019 SCC 19 at para 46.
[15] Article 8(1), *Model Law*; see also *ICAA*, *supra* note 4, at Schedule 2, Article 8(1).
[16] See Frédéric Bachand, "Does Article 8 of the Model Law Call for Full or Prima Facie Review of the Arbitral Tribunal's Jurisdiction?" (2006) 22 Arb Int'l 463 at 463.
[17] See *Tomolugen Holdings Ltd and another v Silica Investors Ltd and other appeals*, [2015] SGCA 57 (Singapore) [***Tomolugen Holdings***]; The "*Titan Unity*", [2013] SGHC 315 (19 December 2013) at para 34 (Singapore); *Wing Bo Building Construction Co Ltd v Discreet Ltd*, [2016] HKCFI 485 at para 48 (Hong Kong); *PCCW Global Ltd v Interactive Communications Service Ltd*, [2006] HKCA 434 at para 48 (Hong Kong); *Shin-Etsu Chem Co Ltd v Aksh Optifibre Ltd*, (2006) XXXI YB Comm Arb 747, at 783-84 (Indian S Ct 2005) (India); *Rinehart v Rinehart* (No 3) (NSW), [2016] FCA 539 at para 145; and *CPB Contractors Pty Limited v Celsus Pty Limited* (NSW), [2017] FCA 1620, at paras 48-49. Germany takes a different approach. See Peter Huber & Ivo Bach, "Arbitration Agreement and Substantive Claim before Court" in Patricia Nacimiento & Stefan Michael Kröll, eds, *Arbitration in Germany: The Model Law in Practice*, 2nd ed (Alphen aan din Rijn: Kluwer Law International, 2015) 116 at 119.
[18] *Tomolugen Holdings*, *supra* note 17 at para 63.

arbitration agreement under the Rules may exist"; any question of jurisdiction otherwise falls to be decided by the arbitral tribunal.

3. The *Competence-Competence* Principle in Key Non-Model Law Jurisdictions

18. The trend towards allowing arbitrators to rule in priority on jurisdictional challenges based on the alleged invalidity of the arbitration agreement can also be observed in key non-Model Law jurisdictions such as France and, under certain conditions, in the United States and England.

19. In France, a court must refer the parties to arbitration unless the arbitral tribunal has not yet been constituted and the arbitration agreement is manifestly void or manifestly non-applicable.[19] French courts have consistently upheld the "rule of priority" in favour of arbitrators deciding challenges to their jurisdiction in the first instance.[20]

20. French courts also apply a *prima facie* approach to the review of the arbitration agreement when seized with a jurisdictional challenge, including challenges involving the alleged invalidity of the arbitration agreement.[21] This is the case whether the arbitration is domestic or international.[22]

21. In the United States, the *Federal Arbitration Act* ("**FAA**") requires courts to enforce parties' arbitration agreements by compelling arbitration, save where arbitration is expressly excluded by the FAA.[23] Whether U.S. courts will compel parties to arbitrate questions of the arbitral tribunal's jurisdiction turns in large measure on the terms of the arbitration agreement in question.[24] U.S. courts will compel arbitration of such questions where there is "clear and

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[19] Article 1448 of the French *Code de procédure civile*. See also: Yves Derains & Laurence Kiffer, *National Report for France (2013 through 2018)* (The Hague: ICCA, 2018) at 29; Christophe Seraglini & Jérôme Ortscheidt, *Droit de l'arbitrage interne et international* (Paris: Montchrestien, 2013) at 195.

[20] See e.g. Cass civ 1re, 19 December 2018, FD, No 17-28.951; Cass civ 1re, 26 June 2001, *American Bureau of Shipping (ABS) v Copropriété Maritime Jules Verne* (2001) 3 Rev Arb 529.

[21] Cass civ 1re, 7 June 2006, *Copropriété Maritime Jules Verne v American Bureau of Shipping* (2006) 4 Rev Arb 945 at 946-947.

[22] See Cass civ 1re, 28 June 1989, [1989] Bull Civ I 255; Cass civ 1re, 7 June 2006, XXXII YB Comm Arb 290 (2007). In Switzerland, the *prima facie* approach is adopted only when the arbitration is seated in Switzerland. See Gabrielle Kaufmann-Kohler & Antonio Rigozzi, *International Arbitration: Law and Practice in Switzerland* (Oxford: Oxford University Press, 2015) at 248.

[23] See US Federal Arbitration Act, 9 USC §10 (1925); see also *New Prime v Oliveira*, 139 S Ct 532 (2019).

[24] See Gary Born, *International Commercial Arbitration*, 2nd ed (Alphen aan den Rijn: Kluwer Law International, 2014) at 1061 [**Born**].

unmistakable" evidence of the parties' intention to submit those questions to arbitration.[25] The parties' inclusion in their arbitration agreement of institutional arbitration rules, such as the ICC Rules, that provide for the *competence-compentence* principle has been treated as "clear and unmistakable evidence" of their agreement that jurisdictional challenges relating to, among others, the validity of the arbitration clause will be decided in the first instance by the arbitrator.[26]

22. In England, section 30 of the *Arbitration Act, 1996* (which is also applicable in Wales and Northern Ireland) confirms the application of the *competence-competence* principle.[27] Section 9(4) of the *Arbitration Act, 1996* further provides that a "court shall grant a stay unless satisfied that the arbitration agreement is null and void, inoperative, or incapable of being performed".

23. The position under English law as regards the nature of the review by a court deciding whether to grant a stay application where an issue of validity has been raised was summarized by Popplewell J. in *Golden Ocean*[28] as follows: "A merely arguable case will not be sufficient if the Court can resolve the issue itself either on the application or by directing an issue to be tried. It will however be sufficient if the Court cannot resolve the issue on the application and does not direct a trial of the issue".[29] Learned authors consider this approach to be in line with the presumption established in *Fiona Trust*, that the "[arbitral] tribunal ought to be the first forum for determining validity".[30]

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[25] See *First Options of Chicago Inc v Kaplan,* 514 US 938, 944-45 (US S Ct 1995); Catherine Amirfar, Nathalie Reid & Ina Popova, *National Report for the United States of America (2018 through 2019)* (The Hague: ICCA, 2019) at 33-34.

[26] See e.g. *Terminix International Co v Palmer Ranch Ltd Partnership*, 432 F 3d 1327 (11th Cir 2005) at para 9; *Shaw Group Inc v Triplefine International Corp*, 322 F (3d) 115, 122 (2nd Cir 2003), at paras 2, 27, 29, 37; Born, *supra* note 24 at 1167.

[27] See *Fiona Trust and others v Yuri Privalov and others*, [2007] EWCA 20, at paras 33-34; appeal dismissed [2007] UKHL 40.

[28] *Golden Ocean Group Ltd v Humpuss Intermoda Transportasi Tbk Ltd and Another (The "Barito")*, [2013] EWHC 1240 (Comm).

[29] *Ibid* at para 54; see also *JSC BTA Bank v Ablyazov & Others*, [2011] 2 Lloyd's Rep 129 at para 29; *Joint Stock Company 'Aeroflot-Russian Airlines' v Berezovsky & Ors*, [2013] EWCA Civ 784, at paras 73, 80.

[30] See Robert M Merkin & Louis Flannery, *Arbitration Act 1996: An Annotated Guide*, 5th ed (New York, NY: Informa Law, 2014) at 44-45.

B. ICC Arbitration is Suitable for a Broad Range of Disputes

24. The arbitration clause at issue in this appeal provides for ICC arbitration. All ICC arbitrations are governed by the ICC Rules which create a robust framework within which a broad range of disputes may be resolved.

25. The ICC Rules were not developed to be applied to a particular field or particular categories of disputes. Rather, they are and have always been rules designed to facilitate trade by promoting fairness and efficiency in the resolution of commercial disputes. The ICC Rules are subject to regular review and reform by the ICC Board, upon the proposal of the ICC Court after consultation with the ICC Commission, a learned body of knowledgeable arbitrators and arbitration practitioners from around the world.

26. In 2017, the ICC Court issued Expedited Procedure Rules ("**EPR**") that apply to cases where the amount in dispute does not exceed US$ 2 million and ensure that final awards in these cases are issued within six months of the case management conference. Initiatives such as this one, as well as the institution's commitment to efficiency and transparency, have maintained the ICC Court's leadership position among arbitral institutions worldwide, and its ability to handle a diversity of cases in a timely and cost-effective manner.

27. In 2018, the ICC Court registered a total of 842 new cases and, at year end, was administering over 1,600 pending cases, involving 2,282 parties from 135 countries. The aggregate value of all pending ICC arbitrations by the end of 2018 was US$ 203 billion, with an average value of US$ 131 million and a median value of US$ 10 million.[31] In 2018, 32% of cases registered involved an amount in dispute not exceeding US$ 2 million, and were therefore handled under the EPR.[32] The average amount in dispute in cases administered under the EPR is currently US$ 766,000.

28. Under the ICC Rules:

(A) The arbitral tribunal and the parties must make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity

[31] See ICC, News Release, "ICC Arbitration figures reveal new record for awards in 2018" (11 June 2019), online: <*iccwbo.org/media-wall/news-speeches/icc-arbitration-figures-reveal-new-record-cases-awards-2018/*>.
[32] See ICC, "ICC Dispute Resolution 2018 Statistics" (2018) at 13.

and value of the dispute.[33] This can include holding hearings by video conference or by telephone or even dispensing with an oral hearing where the parties so agree[34];

(B) The arbitral tribunal must act fairly and impartially and ensure that each party has a reasonable opportunity to present its case[35];

(C) The place (or legal seat) of the arbitration is fixed by the ICC Court, unless agreed upon by the parties. Arbitral tribunals may, after consultation with the parties, conduct hearings and meetings at any location they consider appropriate, as is commonly the case[36];

(D) The ICC Court scrutinizes all ICC draft awards to ensure that awards are rendered in accordance with the terms of the parties' agreement to arbitrate and to promote their enforceability[37]; and

(E) The ICC Rules include provisions allowing, under specific conditions, for the joinder of additional parties[38] and the consolidation of arbitrations[39].

29. As with any form of dispute resolution, there are costs associated with an ICC arbitration. In an ICC arbitration, such costs, including the fees and expenses of the arbitrator(s) and the ICC administrative expenses, are fixed by the ICC Court in accordance with scales appended to the ICC Rules. These costs are largely a function of the amount in dispute in the case. The ICC Court is also responsible under the ICC Rules to fix the advance on costs to be paid by the parties to cover such fees and expenses.

30. In practice, ICC dispute resolution clauses often include pre-arbitration forms of dispute resolution that are cost and time sensitive, such as negotiation and mediation.

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[33] Articles 22(1) and (2), *ICC Rules*; see also International Court of Arbitration, "Note to the Parties and Arbitral Tribunals on the Conduct of the Arbitration under the ICC Rules of Arbitration" (1 January 2019) at paras 72-73, online (pdf): <*iccwbo.org/content/uploads/sites/3/2017/03/icc-note-to-parties-and-arbitral-tribunals-on-the-conduct-of-arbitration.pdf*>

[34] See ICC Commission on Arbitration and ADR, "ICC Commission Report: Controlling Time and Costs in Arbitration" (2018) at 13-14, online (pdf): <*iccwbo.org/content/uploads/sites/3/2018/03/icc-arbitration-commission-report-on-techniques-for-controlling-time-and-costs-in-arbitration-english-version.pdf*>.

[35] Article 22(4), *ICC Rules*.

[36] Article 18, *ICC Rules*.

[37] Article 34, *ICC Rules*.

[38] Article 7, *ICC Rules*.

[39] Article 10, *ICC Rules*.

31. ICC arbitration in accordance with the ICC Rules is a dispute resolution product made available to the market. It is a robust, fair and flexible mechanism for dispute resolution that is suitable for a broad range of disputes. That said, ICC arbitration does not purport to be universally suited for all disputes and all parties in all contexts.

32. Whether ICC arbitration is suited for any given dispute is, first and foremost, a matter for the contracting parties to determine in light of the features and benefits of ICC arbitration as compared to other dispute resolution mechanisms.

33. Secondly, it is for legislators, balancing competing public policy objectives, not arbitral institutions, to determine whether arbitration is considered unsuitable for particular types of disputes and to choose to exclude arbitration generally, or certain forms of arbitration, as an available dispute resolution mechanism. For example, certain jurisdictions restrict the availability of arbitration as a means to resolve disputes under individual employment contracts.[40]

34. Issues of suitability must be determined having regard to clearly-expressed legislative policy choices, applying the *competence-competence* principle and the allocation of judicial and arbitral responsibilities reflected in the Model Law and endorsed by this Court in *Dell* and *Seidel*.

35. Such questions may also ultimately be brought before the courts, either at the seat of arbitration when courts exercise their supervisory function at the end of the arbitral process, or in the context of proceedings seeking the recognition or enforcement of the award.

PART IV: SUBMISSIONS REGARDING COSTS

36. The ICC seeks no order as to costs and asks that no costs be ordered against it.

PART V: ORDER SOUGHT

37. The ICC takes no position on the disposition of the Appeal.

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[40] See e.g. art. L.1411-4 of the French *Code du travail* and art. 2061(2) of the French *Code civil*. These provisions provide that arbitration clauses in the employment context are unenforceable against the employee, meaning that he or she can elect to make use of such a clause (Cass civ 1re, 6 March 2013, No 12-15.375). See also Christophe Seraglini & Jérôme Ortscheidt, *Droit de l'arbitrage interne et international* (Paris: Montchrestien, 2013) at paras 135, 652; Charles Jarrosson & Jean-Baptiste Racine, "Les dispositions relatives à l'arbitrage dans la Loi de modernisation de la justice du XXIe siècle" (2016) 4 Rev Arb 1007 at 1017-18.

ALL OF WHICH IS RESPECTFULLY SUBMITTED, this 17th day of October, 2019.

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PART VI: TABLE OF AUTHORITIES

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