No. 25-2991

IN THE
United States Court of Appeals for the Eighth Circuit

SHAMROCK HILLS, LLC,
d/b/a SHAMROCK ROOFING AND CONSTRUCTION,
Plaintiff-Appellant,
v.
THE STATE OF IOWA; THE IOWA INSURANCE DIVISION;
DOUG OMMEN, in his official capacity as
Insurance Commissioner of the Iowa Insurance Division; and
DAVID SULLIVAN, in his official capacity as
Assistant Bureau Chief of the Iowa Insurance
Division Market Regulation Bureau,
Defendants-Appellees.

On Appeal from the United States District Court
for the Southern District of Iowa
Case No. 4:24-cv-00340-RGE
(The Honorable Rebecca Goodgame Ebinger)

BRIEF OF DEFENDANTS-APPELLEES

BRENNA BIRD
Attorney General of Iowa

ERIC WESSAN
Solicitor General

RUDRAVEER REDDY
Assistant Solicitor General
Hoover State Office Building
1305 East Walnut Street
Des Moines, Iowa 50319
(515) 281-3648
rudra.reddy@ag.iowa.gov

Counsel for Defendants-Appellees

January 21, 2026

SUMMARY OF CASE AND STATEMENT ON ORAL ARGUMENT

Iowa law requires public adjusters to hold a license and bars residential contractors from becoming licensed public adjusters. Iowa is one of forty-five States that prohibit residential contractors from holding such a license, recognizing that assigning insurance benefits to contractors can often lead to higher premiums as the contractors conduct unnecessary or needlessly expensive work and file lawsuits against insurers that deny or dispute the claims.

In 2024, the Iowa Insurance Division ("Division") warned Shamrock Hills, LLC ("Shamrock"), a residential contractor, that it had identified activity suggesting that Shamrock engaged in unlicensed public adjusting for its customers in violation of Iowa law. Shamrock sued, alleging that Iowa's regulations violate the First and Fourteenth Amendments of the U.S. Constitution. But the Supreme Court routinely upholds economic regulations enacted in the public interest like the Iowa statutes here, even if they incidentally burden speech.

Iowa agrees that fifteen minutes of argument per side is enough to address the legal issues raised in this appeal.

TABLE OF CONTENTS

Page

TABLE OF CONTENTS—Continued

Page(s)

TABLE OF AUTHORITIES

Page(s)

CASES:

TABLE OF AUTHORITIES—Continued

Page(s)

TABLE OF AUTHORITIES—Continued

Page(s)

STATUTES

TABLE OF AUTHORITIES—Continued

Page(s)

OTHER AUTHORITIES

STATEMENT OF JURISDICTION

The district court had jurisdiction under 28 U.S.C. § 1331. This appeal is from an order and final judgment granting Defendants' motions to dismiss, entered September 18, 2025. App. 21–39; R. Doc. 41. Plaintiff Shamrock timely appealed on October 2, 2025. App. 40; R. Doc. 43. This Court has jurisdiction under 28 U.S.C. § 1291.

STATEMENT OF THE ISSUES FOR REVIEW

1. Whether a statute that regulates professional conduct without burdening any specific viewpoint, content, idea, or message violates the First Amendment.

   Cases: *Ohralik v. Ohio State Bar Ass'n*, 436 U.S. 447 (1978).

   Sorrell v. IMS Health Inc., 564 U.S. 552 (2011).

   Giboney v. Empire Storage & Ice Co., 336 U.S. 490 (1949).

   Nat'l Inst. of Fam. & Life Advocs. v. Becerra, 585 U.S. 755 (2018).

   Constitutional Provision: U.S. Const., Am. I

   Statutes: Iowa Code § 522C.2(18)

   Iowa Code § 103A.71(3)

2. Whether statutes that proscribe the specific course of conduct alleged to be undertaken by a corporation are void for vagueness under the Due Process Clause of the Fourteenth Amendment.

Cases: *Vill. of Hoffman Ests. v. Flipside*, 455 U.S. 489 (1982).

Horn v. Burns and Roe, 526 F.2d 251 (8th Cir. 1976).

33 Carpenters Constr., Inc. v. State Farm Life & Cas. Co., 939 N.W.2d 69 (Iowa 2020).

Wainwright v. Stone, 414 U.S. 21, 22 (1973).

Constitutional Provision: U.S. Const., Am. XIV, § 1

Statutes: Iowa Code § 522C.2(18)

Iowa Code § 103A.71(3)

INTRODUCTION

Like forty-five other States, Iowa requires its public adjusters to hold a license. As the Iowa Supreme Court has explained, the goal of licensure statutes is to curtail unethical and abusive practices by public adjusters who present a danger to the public by "chasing fires" and "soliciting clients under conditions of duress." *33 Carpenters Constr., Inc. v. State Farm Life and Health Co.*, 939 N.W.2d 69, 77 (Iowa 2020). The State's licensing requirement prevents unethical public adjuster

practices, including "price gouging, collusion, high-pressure sales tactics, fraud, and incompetence." *Id.*

Iowa also regulates public adjusters by prohibiting them from being residential contractors. The assignment of insurance benefits to contractors can lead to higher premiums as the contractors conduct unnecessary or needlessly expensive work and file lawsuits against insurers that deny or dispute the claims. *Id.*

The U.S. Supreme Court has repeatedly held that professional conduct regulations are valid under the First Amendment, even when they incidentally burden speech. Indeed, the Court recently reaffirmed the continuing validity of incidental burden doctrine in *Nat'l Inst. of Fam. & Life Advocs. v. Becerra*, 585 U.S. 755, 771 (2018)) ("*NIFLA*"). Yet, Shamrock, a residential contractor doing business in Iowa, asks this Court to invalidate the State's public adjuster regulations. The Court should deny their request.

Shamrock's claims under the Due Process Clause of the Fourteenth Amendment also fail. This Court has held that a statute is survives scrutiny under the Due Process Clause if an "ordinary person exercising common sense can sufficiently understand and fulfill its proscriptions[.]"

Horn v. Burns and Roe, 526 F.2d 251, 254 (8th Cir. 1976). Here, Shamrock could understand that its own conduct was clearly proscribed.

As the Iowa Supreme Court explained, Iowa's public adjuster regulations "prohibit[] residential contractors from *acting* as public adjusters." *33 Carpenters*, 33 N.W.2d at 79 (emphasis added). That is exactly what Shamrock wants to do. Indeed, in a July 2, 2024 letter, the Division noted that "[Shamrock] states, offers, presents, or advertises that your company will become involved with the consumer's insurance company negotiating for or effecting the consumer's insurance claim." App. 15; R. Doc. 13-1, at 1; Add. 1. In a subsequent letter, the Division also pointed to positive reviews from Plaintiff's customers indicating that Shamrock sought to represent their customers in resolving their insurance claims. App. 19–20; R. Doc. 13-2 at 1–2; Add. 5–6. Given that Shamrock's own alleged conduct is barred under Iowa law, the Court should reject both Shamrock's as-applied and facial challenges under the Due Process Clause of the Fourteenth Amendment.

This Court should affirm the district court's order dismissing all of Shamrock's claims.

STATEMENT OF THE CASE

A. The Division warns Shamrock for engaging in unlicensed public adjusting in violation of Iowa law.

Shamrock is a residential contractor doing business in Iowa, among other States. App. 2, ¶¶ 4– 5; R. Doc. 1, at 2. The Iowa Insurance Division ("the Division") is an administrative agency created within Iowa's Department of Commerce which is tasked with regulating the business of insurance in Iowa. App. 2, ¶ 7; R. Doc. 1, at 2.

On July 2, 2024, the Division informed Shamrock that it had received notice that "[Shamrock] states, offers, presents, or advertises that your company will become involved with the consumer's insurance company negotiating for or effecting the consumer's insurance claim." App. 15; R. Doc. 13-1, at 1; Add. 1. It provided a non-exhaustive list of exemplar solicitations or advertising statements which violate Iowa Code sections 103A.71(3) and 522C.2(7). App. 16; R. Doc. 13-1, at 2; Add. 2. And it supplied Shamrock with a courtesy copy of the Findings of Fact, Conclusions of Law and Final Orders in the matter of 33 Carpenters Construction, Inc., the administrative action which led to the Iowa Supreme Court decision in *33 Carpenters*. App. 16–17; R. Doc. 13-1, at 2–3; Add. 2–3. The Division's letter closed out with a list of four required

actions for Shamrock to cure its violations, including removing any wording in Shamrock's advertising, website, social media, etc., "that infers or represents your company will perform the actions/duties of a public adjuster." App. 17–18; R. Doc. 13-1, at 3–4; Add. 3–4.

In response to a letter from Shamrock requesting clarification, the Division sent a second letter, dated September 5, citing multiple instances where customers of Shamrock publicly endorsed the company on its social media for the company's assistance with insurance claims, such as–

- "Helped me start the claims process with my insurance company. After being denied coverage,"
- "Promised me that they would go to bat and see if our insurance company would help out,"
- Helped us navigate the insurance requirements,"
- "He dealt with our insurance company,"
- "He was very helpful assisting us with navigating thru the insurance claim process. He was an effective representative and advocate, and thankfully encouraged us not to give up the claim effort," and
- "Shamrock walked me through everything with insurance reimbursement."

App. 19–20; R. Doc. 13-2 at 1–2; Add. 5–6.[1]

[1] In 2024, when the Insurance Division sent its warning letters to Shamrock Roofing, Iowa law only regulated Licensed Public Adjusters. Since the Iowa Legislature passed SF 609 in 2025, Iowa law regulates three types of adjusters: public, staff, or independent after July 1, 2025.

The Division's September 5 letter also explained that the personal website of Shamrock's executive director advertised "Free Roofing Inspections and Insurance Advocacy" in association with Shamrock the company. App. 20; R. Doc. 13-2 at 2; Add. 6.

B. The district court dismisses all of Shamrock's claims.

On September 25, 2024, Shamrock filed a complaint in district court for declaratory and injunctive relief, alleging that Iowa's public adjuster regulations violated the First and Fourteenth Amendments of the U.S. Constitution. App. 1–9; R. Doc. 1.

On September 18, 2025, the district court granted Defendants' motion to dismiss Shamrock's claims. The district court concluded that Iowa's public adjuster statutes regulated professional conduct and only incidentally burdened speech. App. 33–34; R. Doc. 41, at 13–14; Add. 19–20. The district court also concluded that Iowa's public adjuster laws were not void for vagueness under the Fourteenth Amendment because Shamrock's alleged conduct was proscribed. App. 36– 38; R. Doc. 41, at 16–18; Add. 22–24.

Shamrock appeals.

SUMMARY OF THE ARGUMENT

I. The district court correctly dismissed Shamrock's claims under the First Amendment. In a long line of cases, the U.S. Supreme Court has upheld States' authority to regulate professional conduct within their borders, even where such regulations incidentally burden speech.

Indeed, aside from public adjusters, States have traditionally regulated the conduct of several licensed practitioners, including lawyers and doctors. The licensure requirement and conflict-of-interest prohibition Shamrock challenges is mainstream economic regulation that Iowa enacted to protect its citizens from deceptive business practices in the insurance industry. The Court should uphold those regulations as they are rationally related to a legitimate state interest.

Despite acknowledging that most States have enacted similar licensure requirements from public adjusters, Shamrock cannot point to a single court, state or federal, that has invalidated such regulations on First Amendment grounds. Indeed, the Texas Supreme Court recently upheld Texas's similar public adjuster regulations over a First Amendment challenge by a residential contractor like Shamrock.

In sum, there is a long line of authority upholding professional conduct regulations like Iowa's. Shamrock asks this Court to chart a new path by becoming the first court to invalidate a State's public adjuster statutes. The Court should decline their invitation.

II. The district court correctly concluded that Iowa's public adjuster statutes are not void for vagueness under the Due Process Clause of the Fourteenth Amendment. The U.S. Supreme Court has held that statutes may not be invalidated for vagueness when they give reasonable notice as to the conduct proscribed. The Court has also concluded that its test is relaxed when dealing with economic regulations on businesses, given the sophistication of the regulated parties.

The Iowa Supreme Court has concluded that Iowa's public adjuster statutes prohibit a residential contractor like Shamrock from acting as a public adjuster by representing their customers in negotiating the settlement of their insurance claims. As the Division noted in its letters to Shamrock, Shamrock listed customer reviews on its public website indicating that they engaged in exactly that conduct. Thus, Shamrock's as-applied challenge under the Fourteenth Amendment fails because its own conduct is proscribed.

Further, because Iowa's public adjuster statutes prescribe an enforceable standard of conduct, the Court should also reject Shamrock's facial challenge.

This Court should affirm the district court's order dismissing Shamrock's claims.

ARGUMENT

I. Standard of review.

To survive a motion to dismiss, "a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face." *Brown v. Linder*, 56 F.4th 1140, 1143 (8th Cir. 2023) (quotation marks omitted). A claim is "facially plausible" when the pleaded facts permit "the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Id.* (quotation marks omitted). More than "mere labels and conclusions, naked assertions, or a formulaic recitation of the elements of the claim" is required. *Id.* (quotation marks omitted).

II. Iowa's professional licensing and practice regulations for public adjusters do not violate the First Amendment.

"States have a compelling interest in the practice of professions within their boundaries, and . . . as part of their power to protect the

public health, safety, and other valid interests they have broad power to establish standards for licensing practitioners and regulating the practice of professions." *Gade v. Nat'l Solid Wastes Mgmt. Ass'n*, 505 U.S. 88, 108 (1992) (quoting *Goldfarb v. Va. State Bar*, 421 U.S. 773, 792 (1975)). Like forty-four other States, Iowa requires public adjusters to hold a professional license. *33 Carpenters Constr., Inc. v. State Farm Life & Cas. Co.*, 939 N.W.2d 69, 77 (Iowa 2020) (quoting Thomson Reuters, *Public Adjusters: Licensing and Education Requirements*, 0110 Surveys 78 (Dec. 2018)).

Shamrock argues that Iowa's public adjuster regulations unconstitutionally burden their right to speak to their customers. Applying binding U.S. Supreme Court precedent, the district court correctly concluded that Iowa's regulations do not violate the First Amendment.

A. States have broad authority to regulate professional conduct in the public interest.

1. States have broad authority to regulate professional conduct by enacting licensing requirements and establishing standards for the same. *Dent v. West Virginia*, 129 U.S. 114, 122 (1889); *see also Gade*, 505 U.S. at 108. Laws regulating such conduct are valid so long as "there is any

reasonably conceivable state of facts that could provide a rational basis" for such regulations. *FCC v. Beach Commc'ns, Inc.*, 508 U.S. 307, 313 (1993); *see also Birchansky v. Clabaugh*, 955 F.3d 751, 757 (8th Cir. 2020) ("Where there are plausible reasons for [the legislature's] action, our inquiry is at an end."). A statute's rational relation to a state interest "need only be conceivable, and supporting empirical evidence is unnecessary." *Birchansky*, 955 F.3d at 757. The Court is "not required to consider the legislature's stated purpose as long as the law could rationally further some legitimate government purpose." *Id.*; *see Kansas City Taxi Cab Drivers Ass'n, LLC v. City of Kansas City*, 742 F.3d 807, 809 (8th Cir. 2013).

Shamrock challenges ordinary licensure requirements for public adjusters. *See* Iowa Code § 522C.2(18) (requiring a license for anyone who "[a]cts for or aids an insured in negotiating or affecting the settlement of a first-party claim" or "[d]irectly or indirectly solicits business investigating or adjusting losses, or advising an insured about first-party claims for loss or damage to real or personal property" for compensation or other valuable consideration). Shamrock also challenges a conflict-of-interest section requiring that a residential contractor "shall not

represent or negotiate on behalf of . . . an owner or possessor of residential real estate on any insurance claim[.]" Iowa Code § 103A.71(3).

The Legislature enacted those insurance statutes to protect the public. Indeed, the Supreme Court has observed that insurance is "a business to which the government has long had a 'special relation.'" *California Auto Ass'n v. Maloney*, 341 U.S. 105, 109 (1951). Since public interest and the public's general welfare require regulating the insurance industry to provide adequate protection, it is properly subject to the exercise of the State's police power. *See id.*; *Hardware Dealers Mut. Fire Ins. Co. v. Glidden*, 284 U.S. 151, 157–158 (1931); *Holland v. State*, 115 N.W.2d 161, 162 (Iowa 1962).

And as the Iowa Supreme Court explained, the goal of public adjuster licensing statutes is to "curtail unethical and abusive practices by public adjusters who present[ ] danger to the public by chasing fires and soliciting clients under conditions of duress." *33 Carpenters*, 939 N.W.2d at 77 (citing *Bldg. Permit Consultants, Inc. v. Mazur*, 122 Cal. App. 4th 1400, 1413 (Cal. Ct. App. 2004)). Those unethical and abusive practices include "price gouging[,] . . . collusion[,] . . . high-pressure sales

tactics, fraud, and incompetence." *Id.* (citing *Mazur*, 122 Cal. App. 4th at 1412).

That line of authority is dispositive here. As the district court noted, "Iowa's regulatory scheme sits within the long tradition of professional regulatory laws targeting the elimination of conduct deemed injurious to society. This law has a clear legitimate regulatory goal, and it is one reflected by the vast majority of states which have instituted similar laws. Such legitimate regulatory laws are not an infringement of the First Amendment." App. 34; R. Doc. 41 at 14.

2. Shamrock's attempts to characterize professional conduct regulations as burdening its protected speech lack merit. Indeed, Shamrock does not elaborate on exactly what message the State seeks to suppress through the statutes it challenges. *See Police Dep't of City of Chi. v. Mosley*, 408 U.S. 92, 95 (1972) ("[A]bove all else, the First Amendment means that government has no power to restrict expression because of its message, its ideas, its subject matter, or its content."). That omission is telling, because there is no such message.

As the Iowa Supreme Court concluded, Iowa Code sections 103A.71(3) and 522C.2(18) "prohibit[] residential contractors from acting

as public adjusters." *33 Carpenters*, 33 N.W.2d at 79. Indeed, a "public adjuster" is defined as someone who takes "compensation or other thing[s] or value" and "[a]cts for or aids an insured in negotiating or affecting the settlement of a first-party claim" or "directly or indirectly solicits business advising . . . an insured about first-party claims[.]" Iowa Code §§ 522C.2(18)(*a*), (*c*). Accepting payment for taking defined actions on behalf of a client is the hallmark of professional conduct. Shamrock cannot point to any particular message, idea, subject matter or content it is barred from expressing through the operation of these statutes.

While Section 522C.2(18) also prohibits a residential contractor from "[a]dvertis[ing] for employment as a public adjuster of first-party insurance claims," advertising an underlying illegal activity does not trigger heightened scrutiny under the First Amendment—rather, "the restriction on advertising is incidental to a valid limitation on economic activity." *Pittsburgh Press Co. v. Pittsburgh Comm'n on Hum. Rels.*, 413 U.S. 376, 389 (1973) ("Any First Amendment interest which might be served by advertising an ordinary commercial proposal and which might arguably outweigh the governmental interest supporting the regulation is altogether absent when the commercial activity itself is illegal and the

restriction on advertising is incidental to a valid limitation on economic activity."). Indeed, Shamrock concedes that "if Iowa's public adjuster laws were proper regulation of professional conduct . . . that the ban on advertising as a public adjuster would also survive any First Amendment challenge." Appellant's Br. 24–25.

3. That some part of acting as a public adjuster must be carried out by speech or writing does not convert the challenged statutes into prohibitions on speech. *See Giboney v. Empire Storage & Ice Co.*, 336 U.S. 490, 502 (1949) ("[I]t has never been deemed an abridgment of freedom of speech or press to make a course of conduct illegal merely because the conduct was in part initiated, evidenced, or carried out by means of language, either spoken, written, or printed."); *Rumsfeld v. F. for Acad. & Institutional Rts., Inc.*, 547 U.S. 47, 62 (2006); *Expressions Hair Design v. Schneiderman*, 581 U.S. 37, 47 (2017).

Indeed, adopting Shamrock's rule would require the Court to cast doubt on the validity of the regulation of other professions, such as the practice of law and medicine. *See Ohralik v. Ohio State Bar Ass'n*, 436 U.S. 447, 456 (1978) ("[T]he State does not lose its power to regulate commercial activity deemed harmful to the public whenever speech is a

component of that activity."). After all, the practice of law, medicine, and virtually every other regulated profession requires communication with a client or patient as an essential part of the practice.

But every court that has passed on the validity of statutes regulating such professions has concluded that such regulations are not restrictions on speech subject to heightened scrutiny under the First Amendment. *See, e.g., Ohralik*, 436 U.S. at 456 ("[T]he State does not lose its power to regulate commercial activity deemed harmful to the public whenever speech is a component of that activity."); *Fla. Bar v. Went For It, Inc.*, 515 U.S. 618, 625 (1995) (upholding direct mail restriction on lawyers); *S. Christian Leadership Conference v. Sup. Ct. of La.*, 252 F.3d 781, 789 (5th Cir. 2001) (finding that state prohibition on unlicensed students practicing law in state courts did not regulate speech); *Drew v. Unauthorized Prac. of Law Comm.*, 970 S.W.2d 152, 155 (Tex. Ct. App. 1998) (holding that ban on unauthorized practice of law did not implicate the First Amendment); *Fla. Bar v. Furman*, 376 So.2d 378, 379 (Fla. 1979) (rejecting argument from unlicensed attorney that ban on unauthorized practice of law violated freedom of speech).

Even though public adjusting requires speaking to clients as part of the job, a licensure requirement and a conflict-of-interest prohibition are conduct limitations that incidentally burden speech associated with that conduct. *See Sorrell v. IMS Health Inc.*, 564 U.S. 552, 567 (2011) ("[T]he First Amendment does not prevent restrictions directed at commerce or conduct from imposing incidental burdens on speech.").

Thus, the district court correctly concluded that "[s]uch legitimate regulatory laws are not an infringement of the First Amendment." App. 34; R. Doc. 41 at 14. Public adjusting, like lawyering and many other professions, is subject to reasonable regulation without inviting heightened scrutiny under the First Amendment.

4. Shamrock's inability to show that the statutes they challenge are anything but content-neutral regulations on professional conduct dooms its tenuous reliance on cases involving content-based restrictions.

Consider *Holder v. Humanitarian Law Project*, which held that heightened scrutiny applied to a statute because it regulated speech based on its content. *See Holder v. Humanitarian Law Project*, 561 U.S. 1, 27 (2010) (upholding material-support statute that restricted people from speaking to designated terrorist organizations "depend[ing] on what

they say" under heightened scrutiny). So too *Cohen v. California*, 403 U.S. 15, 18 (1971) ("[T]he State certainly lacks power to punish Cohen for the underlying content of the message the inscription conveyed.").

Shamrock's reliance on Iowa's amicus brief in *Chiles v. Salazar* suffers similar defeat. Appellant's Br. 16–17. In *Chiles*, the disfavored speech that Colorado sought to suppress was evident from the language of the statute: Colorado banned medical practitioners from engaging in "any practice or treatment . . . that attempts or purports to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attraction or feelings toward individuals of the same sex[.]" Colo. Rev. Stat. § 12-245-202(3.5).

Contrast Iowa's amicus brief, in which Iowa supported the U.S. Supreme Court granting certiorari to decide whether Colorado's ban on conversion therapy "censors certain conversations between counselors and their clients *based on the viewpoints expressed* regulate conduct or violate the Free Speech Clause[.]" Amicus Br. for Iowa and 11 Other States as Amici Curiae Supporting the Granting of the Petition, at i, *Chiles v. Salazar* (No. 24-539) ("Amicus Br. for Iowa") (emphasis added).

Iowa explained that "States may regulate professional conduct, even though that conduct incidentally involves speech." *Id.* at 9 (quoting *NIFLA*, 585 U.S. at 768). But States cannot use their police power to "restrict expression because of its message, its ideas, its subject matter, or its content." *Id.* at 5 (quoting *Reed v. Town of Gilbert*, 576 U.S. 155, 163 (2015)). Yet that is what Colorado's law did. "[T]he 'conduct' being regulated [by Colorado's statute] is speech itself"—and that speech "is being regulated because of disapproval of its expressive content." *Id.* at 10 (quoting *Chiles v. Salazar*, 116 F.4th 1178, 1228 (10th Cir. 2024) (Hartz, J., dissenting)). Iowa thus reasoned that Colorado's statute violated the First Amendment because it did not "advance a legitimate regulatory goal, but [instead] suppress[ed] unpopular ideas or information." *Id.* at 7 (quoting *NIFLA*, 585 U.S. at 771).

By contrast, Iowa's public adjuster regulations bar all residential contractors from acting as public adjusters. The statutes Shamrock challenges do not reference any specific expressive or communicative subjects targeted, nor do they discriminate against any viewpoint. To the extent that a part of a public adjuster's duties are carried out through speech, Iowa law bars residential contractors like Shamrock from

engaging in it without reference to any content, viewpoint, or message expressed therein. In other words, the Iowa statutes at issue here are professional conduct regulations that only incidentally burden speech. As such, heightened scrutiny under the First Amendment does not apply.

B. *NIFLA v. Becerra* reaffirmed the Supreme Court's incidental-burden doctrine.

Shamrock invokes the Supreme Court's decision in *NIFLA* to argue that Iowa's public adjuster regulations "'regulate[] speech as speech.'" Appellant's Br. 12 (citing *NIFLA*, 585 U.S. at 770). But *NIFLA* expressly reaffirmed the Court's incidental-burden doctrine as applied to professional conduct regulations.

In *NIFLA*, pro-life crisis pregnancy centers challenged a California law requiring them to spread a government-drafted message about the availability of publicly subsidized abortions. 585 U.S. at 760–62. The Supreme Court concluded that the notice at issue was a "content-based regulation of speech" because it required persons to "speak a particular message[.]" *Id.* at 766. Applying heightened scrutiny, the Court held the statute was not narrowly tailored to meet California stated objectives. *Id.* at 773–74.

The Court first explained that "States may regulate professional conduct, even though that conduct incidentally involves speech." *Id.* at 768. And while acknowledging that "drawing the line between speech and conduct can be difficult," the Court confirmed that its "precedents have long drawn it." *Id.* at 769. The Court then reiterated that States may regulate certain speech that falls within the "traditional purview of state regulation of professional conduct," *id.* (quoting *NAACP v. Button*, 371 U.S. 415, 438 (1963)), even when such professional-conduct regulations incidentally burden speech, *id.* (citing *Giboney*, *Sorrell*, and *Ohralik*).

By contrast, the Court clarified that States may not regulate "speech as speech," using sham licensure requirements to impose "'invidious discrimination of disfavored subjects.'" *Id.* at 770, 773 (quoting *Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410, 423–24 & n. 19 (1993)). Accordingly, the Court held that speech does not receive less protection only because it is made in a professional context and rejected the "professional-speech doctrine" propounded by the Ninth Circuit and other federal appellate courts. *Id.* at 766–68.

After *NIFLA*, several other federal courts of appeal have recognized that *NIFLA* reaffirmed the continuing validity of the Supreme Court's

incidental-burden doctrine. *See, e.g., Del Castillo v. Sec'y, Fla. Dep't of Health*, 26 F.4th 1214, 1223 (11th Cir. 2022) ("The *NIFLA* Court spoke with unmistakable clarity [reaffirming] the line of precedents upholding regulations of professional conduct that incidentally burden speech"); *Cap. Associated Indus., Inc. v. Stein*, 922 F.3d 198, 207–08 (4th Cir. 2019) ("[Although] many laws that regulate the conduct of a profession or business place incidental burdens on speech . . . the Supreme Court has treated them differently than restrictions on speech."); *Vizaline, L.L.C. v. Tracy*, 949 F.3d 927, 932 (5th Cir. 2020) ("[p]rofessionals are no exception to the rule that states may enact regulations of professional conduct that incidentally burden speech."); *Tingley v. Ferguson*, 47 F.4th 1055, 1074 (9th Cir. 2022) ("Despite abrogating the professional speech doctrine, [NIFLA] nevertheless affirmed . . . that States may regulate professional conduct, even though that conduct incidentally involves speech.")

Here, the licensure requirement and conflict-of-interest statutes that Shamrock challenges are quintessential regulations of professional conduct. Unlike the challengers in *NIFLA*, Shamrock cannot identify exactly what message the State seeks to prevent it from expressing. That failure is fatal to its First Amendment claims. This Court should heed

the Supreme Court and the great weight of authority across the federal courts of appeals and conclude that the Iowa statutes here do not violate the First Amendment.

C. The Texas Supreme Court upheld Texas's similar public adjuster regulations against an identical First Amendment challenge.

Unsurprisingly, Shamrock is unable to locate authority from any court, state or federal, in the United States invalidating or casting doubt on a public adjuster regulation like Iowa's. That is even though Iowa is one of forty-five States that require public adjusters to hold a license. *33 Carpenters*, 939 N.W.2d at 77. Shamrock attempts to remedy this deficiency in contrary authority by characterizing a Texas Supreme Court decision upholding Texas's materially similar public adjuster regulation as adverse to the district court's order. Appellant's Br. 17–23. Shamrock's attempt is unpersuasive.

1. In *Texas Dep't of Ins. v. Stonewater Roofing Co.*, the Texas Supreme Court upheld Texas's public adjuster regulations over a similar First Amendment challenge brought by a roofing contractor. *See* 696 S.W.3d 646, 651 (Tex. 2024). Shamrock contends that "Iowa's law is fundamentally different than the Texas law at issue in Stonewater

Roofing." Appellant's Br. 21. Yet Shamrock's brief omits any comparison of the language of the two statutes. That omission is telling given that the statutes use nearly identical language.

Texas law defines a "public adjuster" as someone who, for compensation, "acts on behalf of an insured in negotiating for or effecting the settlement of a claim or claims" or "on behalf of any other public adjuster, investigates, settles, or adjusts or advises or assists an insured with a claim[.]" Tex. Ins. Code. § 4102.001(3)(A)(i). The definition of a public adjuster also extends to anyone who "advertises, solicits business, or holds himself or herself out to the public as an adjuster of claims." Tex. Ins. Code. § 4102.001(3)(B).

Likewise, Iowa law defines a "public adjuster" as someone who, for compensation, "[a]cts for or aids an insured in negotiating or affecting the settlement of a first-party claim," or "[d]irectly or indirectly solicits business investigating or adjusting losses, or advising an insured about first-party claims[.]" Iowa Code § 522C.2(18). Indeed, the Texas Supreme Court expressly referred to Iowa Code section 522C.2 as a "comparable public adjuster regulation[]." *Stonewater*, 696 S.W.3d at 652 n.17. Shamrock's contention that Iowa's public adjuster regulations are

fundamentally different from those upheld by the Texas Supreme Court falls flat.

Texas has also enacted a conflict-of-interest provision stating that "[a] contractor may not act as a public adjuster or advertise to adjust claims for any property for which the contractor is providing or may provide contracting services." Tex. Ins. Code § 4102.163(a).

Similarly, Iowa's conflict-of-interest provision states that "[a] residential contractor shall not represent or negotiate on behalf of, or offer or advertise to represent or negotiate on behalf of, an owner or possessor of residential real estate on any insurance claim[.]" Iowa Code § 103A.71(3).

2. The Texas Supreme Court had "little trouble" concluding that Texas's public adjuster regulations "d[id] not regulate speech protected by the First Amendment." *Id.* at 655. Texas's licensure requirement "pertain[ed] to status or capacity, neither of which is speech." *Id.* And the conflict-of-interest provision only dictated "what a contractor may not do: undertake a business engagement giving rise to a conflict of interests." *Id.* "Regulated persons are permitted to provide either contracting services or adjusting services but not both types of services for the same

property on the same claim." *Id.* Accordingly, the court concluded that Texas's public adjuster regulations "compel[led] an economic choice about which line of business to pursue; it d[id] not purport to dictate, proscribe, or otherwise limit expression." *Id.*

The Texas Supreme Court added that the "actuating activity and dominant focus" of the profession of public adjusting was "employment in a representative (or agency) capacity." *Id.* at 656. As the Court observed, "assuming authority to act 'on behalf of' someone else gives rise to a status of legal significance that carries material consequences for the principal and imposes corresponding burdens on the agent." *Id.* The Court concluded that strict scrutiny was inappropriate because of "the profession's notably discrete objective: settlement of a claim under an insurance contract," which was not speech. *Id.*

In reaching its conclusion, the Texas Supreme Court accepted that "negotiating for" and "effecting" a settlement "can involve communicative endeavors," as could "holding oneself out as a public adjuster if unlicensed[.]" *Id.* at 655, 657. Yet, the court concluded that "negotiating" and "effecting" are "merely incidental to the nonexpressive commercial activities delimiting the profession. The First Amendment does not reach

those activities even though they may be evidenced or effectuated by speech." *Id.* at 657 (relying on *NIFLA*'s reaffirmation of the incidental burden doctrine).

3. The Texas Supreme Court held that Texas's similar public adjuster regulations did not offend the First Amendment, even though part of a public adjuster's duties is carried out through communication. In doing so, the Court relied on the U.S. Supreme Court's reaffirmation of the incidental burden doctrine in *NIFLA*. There is no reason for this Court to reach a different result here.

A core canon of statutory interpretation requires the court to construe the statute as a whole. *Smith v. United States*, 508 U.S. 223, 235 (1993); Antonin Scalia & Bryan A. Garner, *Reading Law: The Interpretation of Legal Texts* 167–69 (2012) (stating that this canon "calls on the judicial interpreter to consider the entire text, in view of its structure and of the physical and logical relation of its many parts").

Reading Iowa's statutory scheme regulating public adjusters, Iowa defines a public adjuster as someone who (1) for compensation or other thing of value (2) acts for or aids an insured (3) in negotiating or affecting (4) the settlement of a first-party claim. Iowa Code § 522C.2(18)(*a*).

Shamrock posits a novel method of statutory interpretation–reading statutory terms out of context. With the generous use of ellipses, Shamrock reproduces only a part of the text of Iowa's public adjuster regulations in its brief to omit limitations (3) and (4) listed above. *See* Appellant's Br. 22. But Iowa's regulations do not proscribe providing all aid and advice to an insured individual, as Shamrock suggests. Rather, Iowa's regulations prohibit aiding an insured in negotiating or affecting the settlement of a first party claim without a license, just as the Texas statute upheld in *Stonewater*.

Similarly, Iowa's definition of a public adjuster also includes someone who (1) for compensation or other thing of value (2) directly or indirectly solicits business (3) advising an insured about first-party claims. Iowa Code § 522C.2(18)(*c*). Far from prohibiting providing generic advice or assistance to insured individuals, Iowa law prohibits residential contractors like Shamrock from entering into the exact kind of conflicted agency relationship that the Texas Supreme Court feared.

Yet the allegations here suggest that Shamrock sought to enter into an agency relationship with their clients to act as their public adjuster. But Iowa law deems such a relationship illegal because of the conflict

inherent in Shamrock's dual role as a residential contractor and a public adjuster.

Indeed, many of Shamrock's representations to its customers suggest that it was engaged in the dual role of a residential contractor and public adjuster, in violation of Iowa law. In a July 2, 2024, letter to Shamrock, the Iowa Insurance Division flagged statements to inform Shamrock of possible solicitations that violated Iowa's conflict-of-interest prohibition. App. 16; R. Doc. 13-1, at 2; Add. 2. These included: "At (Company name) we'll assist you with the claims process to ensure you get your full payment"; "We can interpret insurance coverage and assist with line-of-sight settlements with your insurance carrier"; [In a Contractor Insured Authorization] "The purpose of this authorization is to enable (Company name) to speak with the below named insurance company regarding the claim listed below." App. 16; R. Doc. 13-1, at 2; Add. 2.

Later, in a September 5, 2024, letter to Shamrock, the Iowa Insurance Division pointed out specific Shamrock-customer reviews reinforcing the inference that Shamrock may be violating the law in the exact manner they were previously warned about. App. 19–20; R. Doc.

13-2 at 1–2; Add. 5–6. These included reviews stating that Shamrock "[h]elped up [sic] navigate the insurance red tape"; "[h]elped me start the claims process with my insurance company."; "[t]hey helped me with the insurance claim"; "Helped us navigate the insurance requirements"; "[h]elped us navigate the red tape"; "Shamrock walked me through everything with insurance reimbursement"; "[t]hey helped me with my insurance claim." App. 19–20; R. Doc. 13-2 at 1–2; Add. 5–6.

Like Iowa, Texas too imposes a licensure requirement on its public adjusters and bars residential contractors from acting as public adjusters. The Texas Supreme Court had little difficulty concluding that those regulations did not violate the First Amendment. This Court should reach the same result.

III. Iowa's public adjuster regulations are not void for vagueness under the Fourteenth Amendment.

Shamrock claims that Iowa's public adjuster regulations are unconstitutionally vague under the Due Process clause of the Fourteenth Amendment fails. A statute survives scrutiny for vagueness under the Due Process clause if an "ordinary person exercising common sense can sufficiently understand and fulfill its proscriptions[.]" *Horn v. Burns and Roe*, 526 F.2d 251, 254 (8th Cir. 1976).

The Due Process Clause of the Fourteenth Amendment requires a statute "give the person of ordinary intelligence a reasonable opportunity to know what is prohibited, so that [they] may act accordingly" and "provide explicit standards for those who apply them." *Grayned v. City of Rockford*, 408 U.S. 104, 108 (1972). Statutes offend due process when they are written "in terms so vague that [people] of common intelligence must necessarily guess at its meaning and differ as to its application." *Connally v. General Construction Co.*, 269 U.S. 385, 391 (1926). "A finding of vagueness will thus result only where the extraction of obedience to a rule or standard was so vague and indefinite as really to be no rule or standard at all." *Horn*, 526 F.2d at 254.

Statutes which provide "[e]conomic regulation [are] subject to a less strict vagueness test because its subject matter is often more narrow, and because businesses, which face economic demands to plan behavior carefully, can be expected to consult relevant legislation in advance of action." *Vill. of Hoffman Estates v. Flipside, Hoffman Estates, Inc.*, 455 U.S. 489, 498 (1982).

When a federal court reviews a state statute for vagueness, its judgment as to the vagueness of the statute "must be made in the light

of prior state constructions of the statute." *Wainwright v. Stone*, 414 U.S. 21, 22 (1973). If a State's highest court has already interpreted a state statute, then a federal court "must take the statute as though it read precisely as the highest court of the State has interpreted it." *Id.* at 22–23.

When a plaintiff alleges a statute is both unconstitutionally vague as-applied to the plaintiff and on its face, federal courts are required to examine the as-applied challenge first. *Hoffman Estates*, 455 U.S. at 494–95 (1982). Because facial challenges require a plaintiff to show "the enactment is impermissibly vague in all of its applications," a plaintiff's failure to prevail in an as-applied challenge means the facial challenge fails automatically. *Hoffman Estates*, 455 U.S. at 494; *see also Smith v. Goguen*, 415 U.S. 566, 578 (1974); *United States v. Veasley*, 98 F.4th 906, 909 (8th Cir. 2024).

A. Iowa's public adjuster regulations are not vague as applied to Shamrock because the law proscribes Shamrock's precise conduct.

Shamrock raises both facial and as-applied vagueness challenges to Iowa's public adjuster regulations. Given that the Iowa Insurance Division served notice on Shamrock that its conduct violated Iowa's

public adjuster regulations, the Court must first analyze Shamrock's as-applied challenge. *See Hoffman Estates*, 455 U.S. at 495. Because the statutes proscribe Shamrock's conduct, Shamrock's as-applied challenge fails, and thus the facial challenge too.

Iowa's public adjuster regulations are clear and unambiguous. Residential contractors are forbidden from representing or negotiating on behalf of an insured party, or advertising to do so, for insurance claims arising from residential repairs: Iowa Code section 103A.71(3) forbids residential contractors from acting as public adjusters as defined in Iowa Code section 522C.2(18).

Indeed, when the Iowa Supreme Court construed Iowa Code section 103A.71(3), it had little difficulty applying that law to a residential contractor's conduct. *See 33 Carpenters*, 939 N.W.2d at 79–81. Iowa Code section 522C.2(18) provides three different categories of conduct which can be performed only by a public adjuster. A residential contractor who performs them without a public adjuster license violates Iowa Code section 103A.71(3). *Id.* That interpretation binds this Court. *See Wainwright*, 414 U.S. at 22–23.

In *33 Carpenters*, the Iowa Supreme Court interpreted both sections Shamrock challenges here–Iowa Code section 522C.2(18)(*a*) and (*c*). 939 N.W.2d at 80–81. As the district court noted, the Iowa Supreme Court "compar[ed] the language in § 522C.2(18) with the language in § 103A.71(3) and concluded 'it is apparent that section 103A.71(3) prohibits residential contractors from acting as public adjusters.'" App. 37; R. Doc. 41 at 17 (quoting *33 Carpenters*, 939 N.W.2d at 79).

The Iowa Supreme Court reasoned that "[t]hese statutes regulate the same conduct, including representing or negotiating for the insured on insurance claims." *33 Carpenters*, 939 N.W.2d at 80. The Court added "[w]e interpret these provisions together to hold that contracts entered into by a residential contractor acting as an unlicensed public adjuster are void." *Id.* Applying this interpretation, the Court found statements such as 33 Carpenters' promise to "ADVOCATE on YOUR behalf" and "work directly with the insurance company to ensure all damaged areas are included in the report" "exemplifie[d] solicitation of business investigating losses and advising insureds regarding claims." *Id.* at 81. From this, the court concluded that 33 Carpenters acted as an unlicensed public adjuster in violation of Iowa law. *Id.*

Applying the Iowa Supreme Court's interpretation here, Shamrock's conduct as alleged in the Division's letters is "clearly proscribed" by Iowa's public adjuster regulations. *Hoffman Estates*, 455 U.S. at 495. As the Division informed Shamrock in its July 2, 2024 letter, "[Shamrock] states, offers, presents, or advertises that your company will become involved with the consumer's insurance company negotiating for or effecting the consumer's insurance claim." App. 15; R. Doc. 13-1, at 1; Add. 1.

The Division also provided a non-exhaustive list of exemplar solicitations or advertising statements which violate Iowa Code sections 103A.71(3) and 522C.2(18). App. 16; R. Doc. 13-1, at 2; Add. 2. The Division also supplied Shamrock with a courtesy copy of the Findings of Fact, Conclusions of Law and Final Orders in the matter of 33 Carpenters Construction, Inc., the administrative action which led to 33 Carpenters. App. 16–17; R. Doc. 13-1, at 2–3; Add. 2–3. Finally, the letter closed out with a list of four required actions for Shamrock to cure its violations, including the removal of any wording in Shamrock's advertising, website, social media, etc., "that infers or represents your company will perform

the actions/duties of a public adjuster." App. 17–18; R. Doc. 13-1, at 3–4; Add. 3–4.

Then in a second letter on September 5, 2024, the Division cited multiple instances where customers of Shamrock publicly endorsed the company on its social media webpages for the company's assistance with insurance claims, such as–

- "Helped me start the claims process with my insurance company. After being denied coverage,"
- "Promised me that they would go to bat and see if our insurance company would help out,"
- Helped us navigate the insurance requirements,"
- "He dealt with our insurance company,"
- "He was very helpful assisting us with navigating thru the insurance claim process. He was an effective representative and advocate, and thankfully encouraged us not to give up the claim effort," and
- "Shamrock walked me through everything with insurance reimbursement."

App. 19–20; R. Doc. 13-2 at 1–2; Add. 5–6. That letter also explained that the personal website of Shamrock's executive director advertised "Free Roofing Inspections and Insurance Advocacy" in association with Shamrock the company. App. 20; R. Doc. 13-2 at 2; Add. 6.

Shamrock advertised itself as offering public adjuster services to its customers by allowing public endorsements from its prior customers to remain on its social media webpage which commended the company for

representing them with respect to their insurance claims. And Iowa Code sections 103A.71(3) and 552C.2(18) forbid residential contractors from "advertising . . . or otherwise soliciting business or representing to the public" that they are public adjusters for insurance claims relating to real property. More importantly, the conduct underlying these advertisements and accolades, if sustained, would be illegal under Iowa Code sections 103A.71(3) and 552C.2(18). *See also 33 Carpenters*, 939 N.W.2d at 80–81.

Shamrock makes little effort to show how it believes the statutes were too vague for them to understand, especially given *33 Carpenters*'s clarifying interpretation and the actual notice Shamrock received in the Division's letters. Rather, Shamrock argues that the public adjuster statutes do not provide adequate notice of the proscribed conduct because the district court "cited only a select few things that the Iowa Insurance Division claimed violated the law, and it only evaluated the restriction on 'aiding an insured in negotiating.'" Appellant's Br. 27.

But the test for unconstitutional vagueness under this Court's precedents does not ask whether a statute or a district court examining the statute exhaustively identifies every form of conduct which would

violate the statute. Nor does the test ask whether an executive agency with power to enforce the law can, on request, supply such a list. Rather, the test is whether an "ordinary person exercising common sense can sufficiently understand and fulfill [the statute's] prescriptions." *Horn*, 536 F.3d 251, 254. Nor does reasonable certainty "preclude the use of ordinary terms to express ideas which find adequate interpretation in common usage and understanding." *Id.* at 255.

Shamrock also attempts to distract the Court by claiming that Iowa's public adjuster regulations bar them from rendering any kind of aid or assistance to an insured individual. Appellant's Br. 28. Shamrock is wrong. As already explained, Shamrock quotes isolated words out of statutory context from Iowa's public adjuster regulations to argue that Iowa prohibits residential contractors from rendering any aid or assistance to insured individuals. The Division's second letter of September 5, 2024, showcased positive reviews from Plaintiff's customers with evidence that Shamrock sought to represent their customers in resolving their insurance claims. That is exactly the kind of conflicted representation Iowa law does not permit.

B. Iowa's public adjuster regulations are not facially vague.

Because Shamrock cannot prevail on its as-applied challenge, its facial challenge to Iowa Code sections 103A.71(3) and 522C.2(18) necessarily fails. A court can "uphold the challenge only if the enactment is impermissibly vague in all of its applications." *Hoffman Estates*, 455 U.S. at 494. Any non-vague application of a law precludes a facial injunction. *See id.* at 495.

While the Iowa Supreme Court did not analyze a vagueness challenge to either statute, it readily applied the plain language of the statutes to a defendant's conduct in *33 Carpenters*. 939 N.W.2d at 80–81. That shows the statutes prescribe an enforceable standard of conduct, and that Shamrock's facial challenge must fail.

In response, Shamrock argues that it should be allowed to raise a facial challenge to Iowa Code sections 103A.71(3) and 522C.2(18) without needing to show how the law is vague as applied to its own conduct. It does so by invoking the First Amendment overbreadth doctrine, under which a statute may be "facially invalid if it prohibits a substantial amount of protected speech." *United States v. Williams*, 553 U.S. 285, 292 (2008). That doctrine allows a plaintiff "to argue that a statute is

overbroad because it is unclear whether it regulates a substantial amount of protected speech." *Id.* at 304; *see also Vill. of Hoffman Ests.*, 455 U.S. 489, 494 (1982) ("In a facial challenge to the overbreadth and vagueness of a law, a court's first task it to determine whether the enactment reaches a substantial amount of constitutionally protected conduct").

But the Supreme Court is clear that such a facial vagueness challenge may only proceed independent of an as-applied challenge when the plaintiff makes a concurrent First Amendment overbreadth challenge. *See Williams*, 553 U.S. at 304. Yet Shamrock never raised an overbreadth challenge at the district court. Instead, Shamrock alleged the statutes violate the First Amendment only through content- and speaker-based restrictions on speech. Because Shamrock did not raise an overbreadth challenge in their complaint, they may not raise a facial vagueness claim under the Fourteenth Amendment on appeal.

Even if the Court overlooks Shamrock's failure to raise an overbreadth challenge below, it should still affirm the district court's dismissal of the claim. In *Moody v. NetChoice, LLC*, the U.S. Supreme Court explained that a statute may only be invalidated for facial

overbreadth when "the law's unconstitutional applications substantially outweigh its constitutional ones." 603 U.S. 707, 724 (2024). Thus, Shamrock would have to show that "a substantial number of [the law's] applications are unconstitutional, judged in relation to the statute's plainly legitimate sweep." *Id.* at 723 (quoting *Americans for Prosperity Foundation v. Bonta*, 594 U.S. 595, 615 (2021)).

But Shamrock fails to demonstrate that Iowa's public adjuster regulations regulate or prohibit any protected speech, much less a substantial amount of protected speech. Indeed, Shamrock cannot point to any content, viewpoint, idea, or message the State is trying to suppress by enacting the regulations it challenges. To the extent that Iowa's regulations burden speech at all, any such burden is incidental to the conduct the statutes proscribe.

Thus, because Shamrock cannot show that Iowa's public adjuster regulations are vague as applied to them, their Fourteenth Amendment challenge fails.

CONCLUSION

For these reasons, this Court should affirm the district court's order dismissing all of Shamrock's claims.

January 21, 2026

Respectfully submitted,

BRENNA BIRD
Attorney General of Iowa

ERIC WESSAN
Solicitor General

/s/ Rudraveer Reddy
RUDRAVEER REDDY
Assistant Solicitor General

Hoover State Office Building
1305 East Walnut Street
Des Moines, Iowa 50319
(515) 281-3648
rudra.reddy@ag.iowa.gov

Counsel for Defendants-Appellees

CERTIFICATE OF COMPLIANCE

Pursuant to Fed. R. App. P. 32(g) and Local R. 25A, I certify the following:

1. This brief complies with the type-volume limitation of Fed. R. App. P. 32(a)(7)(B) because it contains 7,990 words, excluding those parts exempted by Fed. R. App. P. 32(f).

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

3. This brief complies with the electronic filing requirements of Local R. 25A because the text of the electronic brief is identical to the text of the paper copies and because the electronic version of this brief has been scanned for viruses and no viruses were detected.

January 21, 2026

/s/ Rudraveer Reddy
RUDRAVEER REDDY
Assistant Solicitor General

Counsel for Defendants-Appellees

CERTIFICATE OF SERVICE

I certify that the foregoing was filed with the Clerk using the appellate CM/ECF system on January 21, 2026. All counsel of record are registered CM/ECF users, and service will be accomplished by the CM/ECF system.

January 21, 2026

/s/ Rudraveer Reddy
RUDRAVEER REDDY
Assistant Solicitor General

Counsel for Defendants-Appellees