STATE OF WISCONSIN
SUPREME COURT

BEATRIZ BANUELOS,

Plaintiff-Appellant-
Respondent,

v.

Appeal No. 2020-AP-1582

UNIVERSITY OF WISCONSIN
HOSPITALS AND CLINICS
AUTHORITY,

Defendant-Respondent-
Petitioner.

REQUEST FOR REVIEW OF A PUBLISHED DECISION BY COURT OF APPEALS, DISTRICT IV, ON APPEAL FROM THE CIRCUIT COURT OF DANE COUNTY, CASE NO. 20-CV-903, THE HONORABLE JUAN B. COLÁS PRESIDING

PETITION FOR REVIEW

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STATEMENT OF ISSUES PRESENTED FOR REVIEW

1. May a health care provider charge a fee for providing an electronic copy of a patient's health care record, where neither Wis. Stat. § 146.83(3f) nor any other provision of state or federal law prohibits such a fee?

   Answered by the circuit court: Yes. After the 2011 biennial budget, Wis. Stat. § 146.83(3f) does not regulate requests for electronic copies of health care records.

   Answered by the court of appeals: No. The effect of the 2011 biennial budget was to prohibit fees for electronic copies of health care records.

STATEMENT OF CRITERIA WARRANTING REVIEW

This case presents an issue of great importance to health care providers in Wisconsin: whether, when a patient or a person they have authorized—such as a personal injury attorney—requests electronic copies of medical records, state law requires them to provide the records completely free.

The question here presented is a "novel one, the resolution of which will have statewide impact," warranting review by this Court to help clarify the law, pursuant to Wis. Stat. § 809.62(1r)(c)2. For a decade since the statute at issue, Wis. Stat. § 146.83, was last materially amended, health care providers and their vendors have understood the statute *not* to regulate requests for electronic copies, since the legislature's 2011 repeal of a mandate to provide electronic copies. Two circuit court judges agreed, holding that the 2011 legislature chose *not* to regulate requests for electronic copies of health care records. The court of appeals, however, held that the statute's plain text *covers* electronic copies of medical records and does not authorize a fee, requiring health care providers to produce them for free.

Further, the question here presented "is not factual in nature but rather is a question of law of the type that is likely to recur unless resolved by the supreme court," warranting review pursuant to Wis. Stat. § 809.62(1r)(c)3. The court of appeals' published decision will have sweeping significance for the health care industry in Wisconsin. As this Court well knows from the abundance of cases involving the medical records request statute that have come before it, plaintiffs are likely to contend that every single invoice that requests a fee for electronic medical records entitles them to actual damages, exemplary damages of up to $25,000, and attorneys' fees under Wis. Stat. § 146.84(1)(b). At least four

such cases have already been filed, two of them putative class actions. And even setting that aside, health care providers are now faced with making other patients cross-subsidize the costs of processing records requests by personal injury attorneys. Those costs can be substantial; they may include manually scanning records that originated in hard copy and require adequate cybersecurity measures to protect the records' confidentiality. But, absent this Court's review, health care providers cannot recover one cent of those costs.

There is, moreover, ample reason to believe that the circuit court judges were right and the court of appeals misinterpreted the statute. There was no dispute below that the 2011 legislature acted to repeal the 2009 electronic copy mandate. But if Banuelos's and the court of appeals' reading of the statute is right, Wis. Stat. § 146.83(3f)(a) is a mandate to provide electronic copies and Wis. Stat. § 146.83(3f)(b) requires that they be provided for free. That the legislature did not do that is reaffirmed by the medical records statutes' "Applicability" section, Wis. Stat. § 146.836, which states that the term "patient health care record" includes electronic records in respect to three identified sections and one additional subsection. Tellingly, the provision Banuelos contends applies here, Wis. Stat. § 146.83(3f), is *not* among them—even though the very next subsection, Wis. Stat. § 146.83(4), is. Under the negative implication canon (*expressio unius est exclusio alterius*), listing those four provisions implies that no others were intended to be included. In short, federal law alone governs whether and what amount requestors may be charged for electronic copies of medical records in Wisconsin. This Court should grant review pursuant to Wis. Stat. § 809.62(1r)(c)2.-3. and reverse.

STATEMENT OF THE CASE

NATURE OF THE CASE

A. The Text and History of Wisconsin's Medical Records Statutes.

In Wisconsin, medical records are regulated both by federal laws such as HIPAA and by certain additional provisions of state law, including Wis. Stat. §§ 146.81-146.84. Thus, in addition to the provisions of HIPAA's implementing regulations governing individuals' access to protected health information, *see* 45 C.F.R. § 164.524, certain categories of people seeking access to certain "health care records" may also have additional rights under state law, *see* Wis. Stat. § 146.83(3f).

That state-law requirement, in its current form, largely originates from the 2011 biennial budget bill. During the 2011 budget process, Governor Walker's budget submission urged repeal of a 2009 mandate to provide medical records in electronic form:

> *Inspection of Records . . .* Repeal provisions that require a health care provider to do the following: (a) upon request of the person requesting copies, provide the copies in a digital or electronic format unless the record system cannot create or transmit records in a digital or electronic format; and (b) if the copies cannot be provided in an electronic format, provide a written explanation of why the copies cannot be provided in a digital or electronic format.

Joint Committee on Finance Paper # 367, Fees for Patient Health Care Records (DHS - SSI and Public Health) (May 18, 2011), p. 3 (App.123).

Accepting the Governor's request, in Act 32, the legislature repealed the mandate to provide electronic medical records, former Wis. Stat. § 146.83(1k) (2009-10), and its corresponding fee provisions, former Wis. Stat. §§ 146.83(1f), (1h) (2009-10). *See* App.038. Both of these provisions-the

mandate and the fee provision-had been added for the first time in the 2009 budget act. *See* App.042. Prior to 2009, the Wisconsin Statutes did not address requests for electronic copies of medical records at all, and upon repealing these provisions in 2011, the legislature enacted in their place Wis. Stat. § 146.83(3f), which contains no reference to electronic records.

The current provision reads as follows:

> (a) Except as provided in sub. (1f) or s. 51.30 or 146.82 (2), if a person requests copies of a patient's health care records, provides informed consent, and pays the applicable fees under par. (b), the health care provider shall provide the person making the request copies of the requested records.
>
> (b) Except as provided in sub. (1f), a health care provider may charge no more than the total of all of the following that apply for providing the copies requested under par. (a):
>
> 1. For paper copies: $1 per page for the first 25 pages; 75 cents per page for pages 26 to 50; 50 cents per page for pages 51 to 100; and 30 cents per page for pages 101 and above.
>
> 2. For microfiche or microfilm copies, $1.50 per page.
>
> 3. For a print of an X-ray, $10 per image.
>
> 4. If the requester is not the patient or a person authorized by the patient, for certification of copies, a single $8 charge.
>
> 5. If the requester is not the patient or a person authorized by the patient, a single retrieval fee of $20 for all copies requested.
>
> 6. Actual shipping costs and any applicable taxes.

Wis. Stat. § 146.83(3f) (App.034).

Additionally, two sections later, the medical records statute provides in a section entitled "Applicability" that "[s]ections 146.815, 146.82, 146.83(4) and 146.835 apply to all patient health care records, including those on which written, drawn, printed, spoken, visual, electromagnetic or digital information is recorded or preserved, regardless of physical form or

characteristics." Wis. Stat. § 146.836. While the "Applicability" section refers to Wis. Stat. § 146.83(4)—which prohibits falsifying, concealing, or destroying records—it does *not* refer to the immediately preceding section, § 146.83(3f). *See* App.035.

B. Banuelos Requests Electronic Copies of Health Care Records for Her Personal Injury Attorneys, Citing the Federal HITECH Act.

Banuelos requested "copies in electronic format of medical records" from University of Wisconsin Hospitals and Clinics Authority ("UW Health") on February 27, 2020. R.l:6; App.143. She claims she "directed and authorized that the medical records be transmitted to her [personal injury] lawyers," *id.*, and that UW Health's vendor, Ciox, complied with the request and sent her lawyers "the medical records electronically[.]" R.l:7; App.144.

Her request and complaint cited the federal Health Information Technology for Economic and Clinical Health Act ("HITECH"). R.1:14; App.151. She did so presumably because that federal statute authorizes (in certain circumstances) a patient to request copies of electronic health records be provided in an electronic format and produced to a designated third party, such as her personal injury attorney. 42 U.S.C. § 17935(e)(1) ("[I]n the case that a covered entity uses or maintains an electronic health record . . . the individual shall have a right to obtain from such covered entity a copy of such information in an electronic format and . . . to direct the covered entity to transmit such copy directly to an entity or person designated by the individual"); 45 C.F.R. § 164.524(c)(2)(ii) ("the electronic form and format requested by the individual" is mandatory "if it is readily producible in such form and format"). Banuelos asserted that these federal rights "preempt[] Wisconsin state law," R.1:14; App.151, and did not cite the Wisconsin Statutes in her request.

Around the same time as the request, however, a federal court had rejected an argument that the HITECH Act capped fees charged for copies of medical records provided to personal injury attorneys and invalidated informal federal guidance that had purported to create such a cap. *See Ciox Health, LLC v. Azar*, 435 F. Supp. 3d 30 (D.D.C. 2020). Thus, federal law now permitted providers to charge per-page rates to personal injury attorneys. Banuelos received such an invoice, which "reflect[ed] the per page rate for *paper* copies permitted by Wisconsin Statutes § 146.83[.]" R.l:7; App.144 (emphasis in original), R.1:15; App.152 (Invoice).[1]

RELEVANT PROCEDURAL HISTORY

A. Banuelos Sues UW Health and the Circuit Court Dismisses Her Claims.

Banuelos sued UW Health in Dane County Circuit Court, alleging that these charges were impermissible because the records were supplied electronically. In an about-face from her request, she now contended that Wisconsin state law gave her a right to request electronic copies of medical records at no cost. She does not dispute that these charges would have been proper for paper copies. *See* R.1:3-8. UW Health moved to dismiss the complaint on the grounds of failure to state a claim pursuant to Wis. Stat. § 802.06(2)(a)6. R.6-l. UW Health contended that Wis. Stat. § 146.83(3f) does not govern fees for electronic records. R.7:l-13; App.153-165.

On September 1, 2020, the circuit court granted UW Health's Motion to Dismiss, ruling that the charges made by UW Health did not violate the Wisconsin Statutes because the statute is silent on electronic records and

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[1] As a practical matter, providers cannot charge more than the state rate for paper copies, since doing so would simply result in requestors asking for paper copies that are regulated under state law.

what charge is permitted for electronic records, indicating that the legislature had failed to cover that situation. It also reasoned that when the legislature repealed the reference in the statutes to electronic records in 2011, it simply left the statute without a specification of permissible fees for electronic records. The circuit court held that it was not its role to intervene in such circumstances where the statute does not prohibit the charge. Subsequently, another circuit court judge in Milwaukee County reached the same conclusion in an action filed by the same attorneys who represent Banuelos in this case. *Meyer v. Aurora Health Care*, No. 20-CV-5760 (Wis. Cir. Ct., Milwaukee Cty., filed Sept. 30, 2020).

B. The Court of Appeals Reverses in a Published Decision, Requiring Electronic Copies of Medical Records Be Provided for Free.

On September 30, 2021, the court of appeals reversed the circuit court's order. It held that the statute "unambiguously" provides a mandate to produce copies of patient health care records—including electronic records. App.006. It then held that if there are no applicable fees under paragraph (b), the copies must still be provided at no cost. It recommended its decision for publication in the official reports.

ARGUMENT

I. The Court of Appeals' Decision Will Have Substantial Statewide Impact on Health Care Providers and Patients.

At bottom, the court of appeals' published decision forbids *any* charge for providing copies of medical records in electronic format, contrary to the longstanding understanding of the health care industry and the practices of the vast majority of providers. Consequently, health care providers across

Wisconsin will be required to seek other ways to fund the costs of staff, vendors, and cybersecurity associated with processing requests for electronic copies of medical records. That may mean charging patients and third-party payors such as insurance or government programs more; it may mean cutbacks on care.

By issuing a published opinion holding that the industry practice is illegal, moreover, the court of appeals has placed virtually every health care provider in Wisconsin at risk of substantial liability. Wisconsin's medical records laws contain an express private right of action, which—perhaps in the belief that the prototypical violation would involve violating patient confidentiality rather than sending an incorrect invoice—provide for punitive remedies. Wis. Stat. § 146.84(1)(b) provides that "[a]ny person, including the state or any political subdivision of the state, who violates s. 146.82 or 146.83 in a manner that is knowing and willful shall be liable to any person injured as a result of the violation for actual damages to that person, exemplary damages of not more than $25,000 and costs and reasonable actual attorney fees." Even non-willful violations can result in substantial liability; the next subdivision provides that "[a]ny person, including the state or any political subdivision of the state, who negligently violates s. 146.82 or 146.83 shall be liable to any person injured as a result of the violation for actual damages to that person, exemplary damages of not more than $1,000 and costs and reasonable actual attorney fees." Wis. Stat. § 146.84(1)(bm).

And while it is hard to see how a position that two circuit courts endorsed could be viewed as negligent, let alone knowing and willful, experience teaches that the result of the court of appeals' decision will be a cavalcade of speculative litigation asserting that it was just that and that the

exemplary damages apply on a per-invoice basis. In *Moya*, the court of appeals had agreed with the defendants' position regarding certain fees under the same statute, and this Court's opinion drew a dissent. *Moya v. Aurora Healthcare, Inc.*, 2017 WI 45, 375 Wis. 2d 38, 894 N.W.2d 405. And yet virtually every major healthcare system in the state (and some in neighboring states that served Wisconsin patients) and virtually every vendor that served them has faced years of litigation asserting that, by following the position then-Justice Ziegler and Judges LaRoque and Brennan believed was the right one, they had acted negligently or even willfully. *See, e.g., Townsend v. ChartSwap, LLC*, 2020 WI App 79, 395 Wis. 2d 229, 952 N.W.2d 831, *petition granted* (Feb. 24, 2021); *Harwood v. Wheaton Franciscan Servs., Inc.*, 2019 WI App 53, 388 Wis. 2d 546, 933 N.W.2d 654; *Hammetter v. Verisma Sys., Inc.*, 2021 WI App 53, -- Wis. 2d --, 963 N.W.2d 874; *Shannon v. Mayo Clinic Health Sys. - Nw. Wisconsin Region, Inc.*, 2021 WI App 49, 398 Wis. 2d 685, 963 N.W.2d 115; *Smith v. RecordQuest, LLC*, 989 F.3d 513 (7th Cir. 2021), *reh'g denied* (Mar. 17, 2021); *Bloss v. St. Luke's Hosp. of Duluth*, No. 19-CV-112 (Wis. Cir. Ct., Ashland Cty., filed Nov. 13, 2019); *Baker-Larush v. Med. Servs., Inc.*, No. 20-CV-00002 (Wis. Cir. Ct., Sawyer Cty., filed Nov. 20, 2019); *Fotusky v. Ebix, Inc.*, No. 2018-CV-000832 (Wis. Cir. Ct., Milwaukee Cty., filed Jan. 30, 2018); *Hills v. Essentia Health*, No. 19-CV-00907-WMC (W.D. Wis., filed Nov. 4, 2019).

The same story is likely to play out here. Even though two experienced circuit court judges held that the statute at issue here did not regulate pricing for electronic copies of medical records, the likely result of the court of appeals' decision will be more of the same. At least two class actions are already pending asserting the same theory as Banuelos (represented by the same counsel as represented the amicus Wisconsin

Association for Justice below). *See Schutte v. Ciox Health LLC*, No. 2:21-cv-00204-LA (E.D. Wis.); *Rockweiler v. Aurora Health Care, Inc.*, No. 21-CV-604 (Wis. Cir. Ct., Milwaukee Cty., filed Jan. 29, 2021). More are likely to follow. In short, before embroiling one of the state's largest industries in years more of litigation, this Court should exercise its role as the state's "law-declaring court" to make matters certain. *State ex rel. La Crosse Trib. v. Cir. Ct. for La Crosse Cty.*, 115 Wis. 2d 220, 230, 340 N.W.2d 460 (1983). That is even more so the case where—as here—"a problem is likely to recur," making this Court's "guidance of other courts" particularly crucial. *Id; see also* Wis. Stat. § 809.62(1r)(c)3. [2]

II. The Court of Appeals' Published Opinion Misreads the Statute and Flips The 2011 Repeal of the Electronic Copy Mandate on Its Head.

The court of appeals' interpretation of the statute, moreover, is reconcilable neither with the text nor the statutory history. The 2011 amendment's elimination of the mandate to provide electronic copies of medical records at the same time as the corresponding fee provision was deleted, together with the negative implication from the Applicability section, Wis. Stat. § 146.836, compel the conclusion that the statute leaves fee regulation for electronic copies to federal law rather than creating a state requirement to produce electronic copies for free.

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[2] Indeed, while—as explained below—the court of appeals' decision misreads the statute, even if this Court were to affirm, granting review provides an important opportunity for this Court to guide the course of medical records copy fee litigation in this state. For example, if this Court were to affirm but note the reasonableness of the circuit court's decision, it would likely push future litigation more in the direction of common-law restitution claims for refunds rather than speculative lawsuits hoping to win per-invoice exemplary damages.

The court of appeals' decision misapprehends both the text and the history of the medical records request statute. "[S]tatutory interpretation focus[es] primarily on the language of the statute." *State ex rel. Kalal v. Circuit Court for Dane Cty.*, 2004 WI 58, ¶ 44, 271 Wis. 2d 633, 681 N.W.2d 110. "Statutory language is given its common, ordinary, and accepted meaning" and is "interpreted in the context in which it is used; not in isolation but as part of a whole; in relation to the language of surrounding or closely-related statutes; and reasonably, to avoid absurd or unreasonable results." *Id.* ¶¶ 45-46. And this Court has held—in interpreting this very statute—that a court may consider a statute's "past iterations" to understand its plain meaning, *Moya v. Aurora Healthcare, Inc.*, 2017 WI 45, ¶ 28, 375 Wis. 2d 38, 894 N.W.2d 405, and even where a statute is unambiguous, courts "may consult extrinsic sources to confirm our understanding of the plain language of a statute." *Id.* Here, both favor reversal of the court of appeals.

A. The 2011 Amendment Abolished the Electronic Copy Mandate, and, With It, the Corresponding Fee Provision.

To start, Wis. Stat. § 146.83(3f)(b) regulates fees "for providing the copies requested *under par. (a)*" (emphasis added). A plain reading of this section is that if the copies are not requested under paragraph (a), then the fee provision in paragraph (b) does not apply to that request. Yet the court of appeals (at ¶ 37; App.018-19) found it unnecessary to resolve whether Banuelos's request was one "under Wis. Stat. § 146.83(3f)(a)." That was wrong, and resulted in the court of appeals failing to consider the legislative limits on the types of requests to which the fee limitations apply.

Here, Banuelos's request did not cite Wis. Stat. § 146.83 *at all*, but instead cited federal law. R.1:14; App.151; Ex. 2 to Complaint. In her

complaint, Banuelos explicitly stated that since 2009, it is the ***HITECH Act*** which has required medical providers to provide electronic copies of medical records to patients and their designees. R.1:4; App.141; Compl. ¶ 5. Banuelos explicitly pleaded that "HITECH pre-empts conflicting and less stringent state laws, which *do not require … that patient requests for electronic medical records be provided to the patient in electronic format.*" R.1:5; App.142; Compl. ¶ 6.

And for good reason. Neither party appears to have seriously contested that the purpose of the 2011 amendment to the medical records statute was to repeal a 2009 requirement for electronic copies. After all, the legislative history said as much, *see* Joint Committee on Finance Paper # 367, Fees for Patient Health Care Records (DHS - SSI and Public Health) (May 18, 2011), p. 3 (App.123), and the legislature repealed the mandate language, former Wis. Stat. § 146.83(1k) (2009–10), as part of 2011 Act 32.

But on Banuelos' and the court of appeals' reading, that repeal achieved nothing at all. For the state fee regulations to apply, the request must be "under par. (a)." Wis. Stat. § 146.83(3f)(b). That in turn provides that "if a person requests copies of a patient's health care records, provides informed consent, and pays the applicable fees under par. (b), the health care provider shall provide the person making the request copies of the requested records." Wis. Stat. § 146.83(3f)(a). So, if electronic copies of medical records are covered by paragraph (a), then a provider "shall provide" them. That is, of course, the language of a mandate. The court of appeals thus interpreted a statute whose stated purpose was to repeal a mandate as having simultaneously created an even broader one—to provide electronic medical records for free. Since "[w]e are to avoid interpretations that render parts of statutes meaningless," that reading is

directly contrary to the established principles of statutory interpretation. *See Norda, Inc. v. Wisconsin Educ. Approval Bd.*, 2006 WI App 125, ¶ 12, 294 Wis. 2d 686, 718 N.W.2d 236. Only by failing directly to confront the implications of the "under par. (a)" language of the statute was the court of appeals able to brush aside this issue.

The court of appeals' holding that the deletion of the prior statute's fee authorization itself led to an inference that the legislature wanted providers to produce records for no charge (at ¶ 10, App.005) is similarly wrong. The prior statute's authorization of an unspecified fee for electronic copies was passed in the same 2009 biennial budget bill as the electronic copy mandate and was repealed in the same 2011 biennial budget bill as the electronic copy mandate. The far more straightforward inference is that the legislature saw no need for state fee regulations where the state requirement was being repealed and federal regulations were now enacted.

In short, the court of appeals failed to recognize what Banuelos herself seemed to acknowledge in her request: that the 2011 legislature—acting *after* the 2010 passage of the federal HITECH Act—eliminated state law references to fee regulation for electronic copies of medical records because it wanted federal law alone to govern this area. Banuelos, in other words, may invoke whatever rights she has under federal law, but if she is dissatisfied by federal regulations, *see Azar*, 435 F. Supp. 3d 30, she cannot undo what the 2011 legislature did by reading a requirement to provide electronic copies into the statute when the legislature repealed exactly such a requirement.

B. The Medical Records Statute's Applicability Section Is Inconsistent with the Court of Appeals' Interpretation.

The court of appeals similarly erred in failing to draw the appropriate negative implication (*expressio unius est exclusio alterius*) from the statute's applicability section. The legislature provided that "*Sections 146.815, 146.82, 146.83(4) and 146.835* apply to all patient health care records. including those on which written, drawn, printed, spoken, visual, electromagnetic or digital information is recorded or preserved, regardless of physical form or characteristics." Wis. Stat. § 146.836 (emphasis added). That provision unambiguously makes four provisions—generally ones involving confidentiality, unauthorized access, falsification, concealment, or destruction—applicable to electronic health records. Yet it strikingly declines to include Wis. Stat. § 146.83(3f) even while including the very next subsection. The legislature knows how to make a statutory provision pertaining to medical records unambiguously cover electronic records, but it plainly chose not to extend that coverage to Wis. Stat. § 146.83(3f).

The court of appeals' holding that Wis. Stat. § 146.836 did not lead to a negative inference that *only* the listed sections were intended to apply to electronic copies of medical records was inconsistent with the principle that "[t]he expression of one thing implies the exclusion of others *(expressio unius est exclusio alterius)*." *State v. Dorsey*, 2018 WI 10, ¶ 29, 379 Wis. 2d 386, 906 N.W.2d 158. That principle implies that "no other [provisions] are intended" to be covered by Wis. Stat. § 146.836's provisions regarding electronic records. *Id.* Indeed, on Banuelos' and the court of appeals' reading, Wis. Stat. § 146.836 would "have no consequence"—it would merely direct that a term that already included electronic copies included electronic copies. *Matter of D.K.*, 2020 WI 8, ¶ 40, 390 Wis. 2d 50, 937 N.W.2d

901; *see also Pulkkila v. Pulkkila,* 2020 WI 34, ¶ 69, 391 Wis. 2d 107, 941 N.W.2d 239 ("[CJourts must avoid a construction which renders portions of a contract meaningless, inexplicable or mere surplusage.").

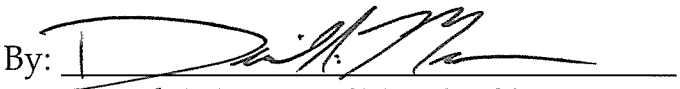
The far more compelling inference—and one that respects the negative implication and does not result in surplusage—is that Wis. Stat. § 146.836 states the provisions for which "patient health care records" includes electronic records— unsurprisingly, largely confidentiality-based provisions. By contrast, provisions not listed—often provisions where federal law addresses the same topic—are not included in deference to the federal regulatory scheme.

CONCLUSION

The court of appeals' decision risks imposing years of litigation on Wisconsin health care providers and will transfer the costs of handling medical records requests away from those who make the requests and toward other patients, insurers, and government programs. Worse, it is wrong. It negates a decision the 2011 legislature made to defer to federal regulation of electronic copies of medical records and results in exactly the policy that the 2011 legislature rejected. This Court should grant review, reverse the published opinion of the court of appeals, and reinstate the circuit court's dismissal of the action.

Respectfully submitted this 29th day of October, 2021.

GASS TUREK LLC

By: 

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STATE OF WISCONSIN
SUPREME COURT

BEATRIZ BANUELOS,

Plaintiff-Appellant,

v. Appeal No. 2020-AP-1582

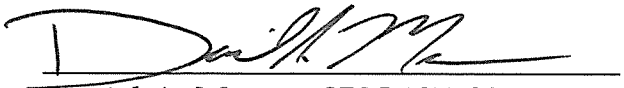
UNIVERSITY OF WISCONSIN HOSPITALS AND CLINICS AUTHORITY,

Defendant-Respondent-Petitioner.

FORM AND LENGTH CERTIFICATION

I hereby certify that this Petition for Review complies with the rules contained in Sections 809.62(4)(a) and 809.19(8)(b) and (d) of the Wisconsin Statutes for a petition and appendix produced with a proportional serif font. The length of this Petition is 4,432 words.

Dated this 29th day of October, 2021.



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STATE OF WISCONSIN
SUPREME COURT

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Plaintiff-Appellant,

v. Appeal No. 2020-AP-1582

UNIVERSITY OF WISCONSIN
HOSPITALS AND CLINICS
AUTHORITY,

Defendant-Respondent-
Petitioner.

CERTIFICATE OF COMPLIANCE WITH RULE 809.62(4)(b)

I hereby certify that I have submitted an electronic copy of this Petition, which complies with the requirements of Wis. Stat. §§ 809(62)(4)(b) and 809.19(12). I further certify that this electronic Petition is identical in content and format to the printed form of the Petition filed as of this date. A copy of this certificate has been served with the paper copies of this Petition filed with the Court and served on all opposing parties.

Dated this 29th day of October, 2021.

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STATE OF WISCONSIN
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Plaintiff-Appellant

v. Appeal No. 2020-AP-1582

UNIVERSITY OF WISCONSIN
HOSPITALS AND CLINICS
AUTHORITY,

Defendant-Respondent-
Petitioner.

CERTIFICATE OF FILING AND SERVICE

I hereby certify that on October 29, 2021, I filed with the Court by hand delivery and served copies of the Petition and Appendix of Defendant-Respondent-Petitioner upon counsel for Plaintiff-Appellant by first class mail:

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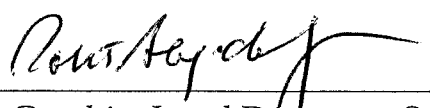

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