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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-in-Equity

Appellate Case No. 2023-000649

Civil Action No.: 2023-CP-10-00665

Frank Holtham, as Trustee of the Holtham
SC Realty Trust, dated April 12, 2022 . . . . . Appellant,

v.

Glenn F. Keyes and Glenn Keyes Architects LLC. . . . . Respondents.

INITIAL BRIEF OF APPELLANT

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May 25, 2023

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STATEMENT OF THE CASE

In this mechanic's lien case, Frank Holtham, as Trustee of the Holtham SC Realty Trust, dated April 12, 2022 ("Holtham") seeks review of errors of law in the trial court's orders. Holtham commenced these proceedings upon a verified petition for a rule to show cause pursuant to Sea Pines Co. v Kiawah Island Co., 268 S.C. 153, 232 S.E.2d 501 (1977). (Verified Petition for Rule to Show Cause, February 14, 2023, R. pp. ___.) The circuit court granted the petition, issued the rule, and assigned the matter to Judge Mikell R. Scarborough for a hearing on March 2, 2023. (Rule to Show Cause, February 9, 2023, R. pp. ___.) On February 28, 2023, Glenn F. Keyes and Glenn Keyes Architects LLC (collectively, "Keyes") filed a verified response with exhibits. (Verified Response to Petition for Rule to Show Cause, February 28, 2023, R. pp. ___.)

Following the hearing on March 2, 2023 before Judge Scarborough, the trial court entered an Order making a finding of fact, a conclusion of law, declining to dissolve the mechanic's lien, and concluding the civil action. The trial court held,

> The Court looks to the Mechanic's Lien statute which allows for the filing of a lien by "a person to whom a debt is due where . . . labor is performed in the alteration of a building . . . by virtue of an agreement with the owner." S.C. Code Section 29-5-10. Here, there is no question of fact that the Respondent Architect Glenn Keyes and his firm provided services to Petitioners in the renovation of work at the historic home purchased at 89 Smith Street, Charleston, SC.

(Order, March 29, 2023 at 1, R. p. ___.) Regarding contract ambiguity, the trial court reasoned,

> There is a significant amount of disagreement over the meaning of "10% of construction costs" which forms the basis for payment for the services performed for the owner. Keyes contends the basis for the fee is the amount of square footage of the structure (over 5,000 feet) multiplied by a square foot price of $300-$400 per foot. Petitioner contends the contract price is 10% of actual construction costs paid, which amounted to just under $42,000.00 -- despite the fact Petitioner had already paid Keyes $30,000.00. Furthermore, while Respondent claims to have performed a majority of the architectural work contemplated by the parties, Petitioner halted the construction project after receiving an estimate of over two million dollars for renovation costs.

> I find, based upon this, that the contract is ambiguous in terms of how the fee was to be determined and, accordingly, deny the petition for the Rule to Show Cause. *See Bluestein v. Town of Sullivan's Island*, 429 S.C. 458, 839 S.E.2d 879 (2020).

(Order at 2, R. p. ___.) The trial court declined to make further findings and dismissed the case. Id.

Holtham timely moved for the trial court to reconsider his Order upon several grounds. (Motion to Reconsider, Alter, or Amend, April 7, 2023, R. pp. ___.) The Court denied that motion by Form 4 order on April 17, 2023. (Form 4 Order, April 17, 2023, R. p. ___.) Holtham then served his notice of appeal on April __, 2023.

STATEMENT OF FACTS

Holtham engaged Keyes to provide architectural services in connection with the renovation of an historic home at 89 Smith Street in Charleston, South Carolina ("the Home"). Keyes agreed to provide services related to the design, permitting, approval and contract administration. On March 31, 2022, Keyes sent an engagement letter to Holtham describing the scope of services. The scope of services included:

- Measurement and confirmation of the existing conditions;
- Photographic documentation of the existing conditions;
- Preparation of Design Drawings for your review;
- Submittal of plans to the Board of Architectural Review for Conceptual Approval;
- Consultation with the contractor to prepare a construction budget;
- Preparation of construction drawings required for a Building Permit and Final BAR approval;
- Consultation with your contractor throughout construction; and
- Review and approval of construction draws.

(Letter from Keyes to Holtham, March 31, 2022, R. p. ___.) Regarding payment, Keyes wrote, "Our fees are based on 10% of the construction costs." Id. Holtham responded by e-mail the following day, "No problem with the 10% of construction costs." (E-mail from Holtham to Keyes, April 1, 2022.)

Holtham subsequently purchased the Home for $1,625,000, and demolition began. (Deed, April 19, 2022, R. pp. ___.) On May 12, 2022, Keyes sent Invoice #1 in the amount of $10,000 ($5,000 retainer, plus $5,000 intermediate draw). (Keyes Invoice # 1, May 12, 2022, R. pp. ___.) Holtham paid the invoice. On July 25, 2022, Keyes sent Invoice #2 in the amount of $20,000 for an intermediate draw. (Keyes Invoice # 2, July 25, 2022, R. pp. ___.) Holtham also paid that invoice. On August 22, 2022, Holtham received the first project estimate. It totaled $2,151,792. Work came to a halt. (Budget Breakdown dated August 19, 2022, R. pp. ___; E-mails between Holtham and Keyes, August 29, 2022, R. pp. ____.) By that time, the contractor had invoiced Holtham for $41,595.24. (Rhode Construction Invoice # 446-1, August 17, 2022, 2022, R. pp. ___.) The contractor subsequently sent Holtham a final invoice in the amount of $9,933.10, bringing the total construction costs on the project to $51,528.34. (Rhode Construction Invoice # 446-2, September 2, 2022, R. pp. ___.)

After learning the project was being abandoned, Keyes wrote Holtham a letter on September 8, 2022, in which letter Keyes claimed to have earned a total fee of $124,402. (Letter from Keyes to Holtham, September 8, 2022, R. pp. ___.) Keyes calculated his fee as 10% of a project estimate he calculated by multiplying a blended square footage calculation of heated and exterior square footage by $300 per square foot. The project estimate Keyes calculated was $1,658,700, which he contends results in a 10% fee of $165,870. According to Keyes, he had completed 75% of the work and had therefore earned 75% of the total fee, or $124,402. Keyes then reduced that amount by the $30,000 Holtham had already paid him, leaving a balance of $94,402. Id.

When Holtham denied he owed Keyes any more money, Keyes filed a mechanic's lien. (Mechanic's lien filed November 4, 2022, R. pp. ___.) Holtham posted a cash bond in the amount

of $125,869.30 pursuant to S.C. Code Ann. § 29-5-110 so he could sell the home to a third-party, which he did on December 2, 2022 for $1,525,000. (Bond in Release of Mechanic's Lien, November 29, 2022, R. pp. ___; Deed, December 2, 2022, R. pp. ___.)

On February 9, 2023, Holtham commenced this action upon a verified petition pursuant to Sea Pines seeking dissolution of Keyes' mechanic's lien upon various grounds. (Verified Petition and exhibits, February 9, 2023, R. pp. ___.) On February 14, 2023, The Honorable Roger M. Young issued a rule to show cause, assigned the matter to the Charleston County Master-in-Equity, Mikell R. Scarborough, and directed Keyes to appear before Judge Scarborough to show cause why the Respondents' mechanic's lien should not be dissolved and why the cash bond Holtham posted should not be returned to him. (Rule to Show Cause, February 14, 2023, R. pp. ___.)

On February 28, 2023, Respondents filed a verified response to Petitioners' pleading with exhibits, all duly acknowledged by Mr. Keyes. (Verified Response to Petition for Rule to Show Cause, February 28, 2023, R. pp. ___.)

Judge Scarborough heard the matter on March 2, 2023. Holtham argued first the mechanic's lien should be dissolved because the payment term in the March 31, 2022 engagement letter, which was authored by Keyes, governs Keyes' right to payment and sets his fee at "10% of the construction costs." Because the "construction costs" on the project were at most $51,528.34 (the amount the contractor charged Holtham), Holtham contends, inter alia, Keyes is entitled at most to a fee of $5,152.83. Having already received $30,000 from Holtham, Keyes is not owed anymore money, and therefore there is no "debt" to form the basis of Keyes' mechanic's lien. As further support for his position, Holtham pointed to Keyes' verified response, which did not dispute the allegation that the "construction costs" on the project were at most $51,528.34. (Transcript of Hearing, March 2, 2023, R. pp. ____.)

In response, Keyes contended Holtham's interpretation of the parties' contract was unreasonable and that Keyes is entitled to recover another $94,402 based upon Keyes' project estimate and him having completed 75% of his scope of services. (Transcript of Hearing, March 2, 2023, R. pp. ____.) At the hearing, counsel for Keyes emphasized the extent of the effort required of an architect at the front end of a project like this, and he argued it is not reasonable to construe the parties' agreement to limit Keyes' fee to only 10% of the construction costs incurred because that interpretation would unreasonably shift risk onto Keyes given the level of effort required of an architect on the front end of a project like this one. (Transcript of Hearing, March 2, 2023, R. pp. ____.)

After the March 2, 2023, the trial court issued the three-page order of which Holtham now on appeal. In addition, Holtham seeks review of the trial court's order denying his motion to reconsider.

STANDARD OF REVIEW

A mechanic's lien case is an action at law. Zepsa Const., Inc v. Randazzo, 357 S.C. 32, 35, 591 S.E.2d 29, 30 (Ct. App. 2004). Similarly, an action to construe a contract is an action at law. Silver v. Aabstract Pools & Spas, Inc., 376 S.C. 585, 590, 658 S.E.2d 539, 541 (Ct. App. 2008). "[A] reviewing court is free to decide questions of law with no particular deference to the trial court." Id. In both legal and equity matters, this Court may correct errors of law. I'On, L.L.C. v. Town of Mt. Pleasant, 338 S.C. 406, 411, 526 S.E.2d 716, 719 (2000) (citing S.C. Code Ann. § 14–8–200 (Supp. 1998)).

ARGUMENT

Holtham contends the trial court's order contains three distinct errors of law. First, the trial court erred in finding the payment term in the parties' contract is ambiguous. The court's holding is contrary to well-established precedent and the plain language of the parties' agreement that the architect's fee is "10% of the construction costs." Keyes does not proffer an alternate or competing interpretation of "10% of the construction costs." Instead, he abandoned the formula in the parties' contract altogether in favor of a different formula. The formula Keyes proffers appears nowhere in the parties' contract. The first time Keyes' formula appears in the record is in his September 9, 2022 letter, after the contractor gave the $2,151,792 project estimate and the project had been abandoned. The mere existence of a disagreement about the amount Keyes is due does not, in and of itself, create ambiguity. Moreover, South Carolina courts have held a party cannot create an ambiguity in a contract where none exists. Instead, when a contract term like "10% of the construction costs" is susceptible to only one reasonable interpretation, it is unambiguous and must be enforced. The trial court's holding that the payment term is ambiguous constituted reversible error.

Second, the trial court erred by not applying the well-established rule of contract interpretation that ambiguities must be resolved against the drafter. It is undisputed that Keyes, not Holtham, authored the letter and the governing contract term. The rule construing ambiguities in a contract against the drafter and liberally in favor of the non-drafter is mandatory, not discretionary. The trial court committed an error of law when it declined to apply that rule of contract interpretation.

Finally, the trial court erred as a matter of law when it held there is no question that Keyes provided services to Holtham that constitutes "labor" under the mechanic's lien statute. Keyes

argued at the hearing that the entire sum of his claim was properly lienable under the mechanic's lien statutes. Based upon the nature of Keyes' claim and the lack of supporting documentation, Holtham disputed the claim and the inclusion of lost profits and other sums that cannot form the basis of a mechanic's lien.

Each of these grounds for appeal is addressed in turn below.

I. THE TRIAL COURT ERRED WHEN IT FOUND THE PAYMENT TERM IN THE PARTIES' CONTRACT AMBIGUOUS

"The cardinal rule of contract interpretation is to ascertain and give legal effect to the parties' intentions as determined by the contract language." McGill v. Moore, 381 S.C. 179, 185, 672 S.E.2d 571, 574 (2009) (citing Schulmeyer v. State Farm Fire and Cas. Co., 353 S.C. 491, 495, 579 S.E.2d 132, 134 (2003). "A contract is read as a whole document so that one may not create an ambiguity by pointing out a single sentence or clause . . . It is a question of law for the court whether the language of a contract is ambiguous." Id. (citing S.C. Dep't of Natural Res. v. Town of McClellanville, 345 S.C. 617, 623, 550 S.E.2d 299, 302–03 (2001). "When the language of a contract is clear, explicit, and unambiguous, the language of the contract alone determines the contract's force and effect and the court must construe it according to its plain, ordinary, and popular meaning." Baugh v. Columbia Heart Clinic, P.A., 402 S.C. 1, 22, 738 S.E.2d 480, 492 (Ct. App. 2013). "A court must enforce an unambiguous contract according to its terms regardless of its wisdom or folly, apparent unreasonableness, or the parties' failure to guard their rights carefully." Laser Supply & Servs. v. Orchard Park Assocs., 382 S.C. 326, 334, 676 S.E.2d 139, 144 (Ct. App. 2009). It is not for the court to determine whether the parties' agreement was reasonable or wise, or whether they carefully guarded their rights. Sphere Drake Ins. Co. v. Litchfield, 313 S.C. 471, 473, 438 S.E.2d 275, 277 (Ct. App. 1993). See also 7 S.C. Jur. Architects

and Engineers § 34 ("As in any contract action, a design professional must prove the terms of the contract, his own performance, and failure of payment by the owner.").

In this case, the parties' contract is clear that Keyes' fee is "10% of the construction costs." While Keyes did not define "construction costs" in his engagement letter, that omission does not render the term ambiguous. Instead, the term "construction costs" must be interpreted according to its the plain and ordinary meaning. Bardsley v. Gov't Emps. Ins. Co., 405 S.C. 68, 76, 747 S.E.2d 436, 440 (2013) ("It is a well-settled principle of contract interpretation that absent a contractual definition to the contrary, contract language is given its ordinary and plain meaning."); 56 Leinbach Invs., LLC v. Magnolia Paradigm, Inc., 411 S.C. 466, 472, 769 S.E.2d 242, 246 (Ct. App. 2014) ("When [a] contract's language is unambiguous it must be given its plain and ordinary meaning and the court may not look to extrinsic evidence to interpret its provisions."). Black's Law Dictionary defines "cost" as, "The amount paid or charged for something; price or expenditure." Black's Law Dictionary (11th ed. 2019). The plain and ordinary meaning of "construction costs," therefore, is "the amount paid or charged for the construction of something." Under that interpretation, the "construction costs" for Holtham's project was $51,528.34, the amount Holtham was charged. That conclusion is further supported by the pleadings, which create no genuine factual issue that the total cost of construction was at most $51,528.34. (Verified Petition ¶ 34, R. p. ____ (attesting, "The total construction costs the contractor claimed for the Project were $51,528.34), and Verified Response ¶ 24, R. p. ____ ("Respondents are without information sufficient to admit or deny Paragraphs 34, 35, and 36."). Based on this interpretation, the fee Keyes earned on the project was $5,152.83, or 10% of the construction costs Holtham paid or was charged on the project.

Keyes disputes this interpretation of the contract and contends it is unreasonable because most of his work is performed early in the project. Notably, Keyes does not argue his formula is a reasonable interpretation of "10% of the construction costs" so as to create an ambiguity in that term. Instead, he disregards the "10% of construction costs" formula altogether in favor of one more favorable to him. However, Keyes cannot create an ambiguity in the contract where none exists. See Silver v. Aabstract Pools & Spas, Inc., 376 S.C. 585, 658 S.E.2d 539 (Ct. App. 2008).

> In construing and determining the effect of a written contract, the intention of the parties and the meaning are gathered primarily from the contents of the writing itself, or, as otherwise stated, from the four corners of the instrument, and when such contract is clear and unequivocal, its meaning must be determined by its contents alone; *and a meaning cannot be given it other than that expressed. Hence words cannot be read into a contract which import an intent wholly unexpressed when the contract was executed.*

Id. at 591, 658 S.E.2d at 542 (quoting McPherson v. J.E. Sirrine & Co., 206 S.C. 183, 204, 33 S.E.2d 501, 509 (1945)) (emphasis added). In Silver, the master-in-equity held a contract's payment terms were ambiguous. On appeal, this Court reversed and rejected the homeowner's attempts to create an ambiguity where none existed within the four corners of the parties' contract. Id. at 592, 658 S.E.2d at 542–43. Similarly here, Keyes points to nothing in the engagement letter he drafted that creates an ambiguity. Rather, he contends the payment terms, if enforced, would unfair to him. Rather than follow the "10% of the construction costs" formula—which shifts the risk onto Keyes as the experienced design professional who is expected to design the project in a manner that it can be constructed within reason—Keyes rewrites the formula altogether. As an experienced architect and the drafter of the contract, Keyes was in control of his destiny, and he could have included terms in his engagement letter assuring he received payment upon completion of his design work had he wished. See, e.g., Peteet v. Fogarty, 297 S.C. 226, 228, 375 S.E.2d 527, 528 (1988) (payment terms for architect's fee for residential construction project included "an

immediate down payment of $1,000 with 40% due upon completion of the design phase, 80% due upon completion of the construction documents phase and 100% due upon completion of the construction administration phase."). He did not, and he must live by the agreement he drafted.

The four corners of the parties' contract create no ambiguity as to the fee Keyes earned. He earned only "10% of the construction costs." The trial court committed an error of law when it held the payment term in the contract is ambiguous. The only reasonable interpretation of the payment term is that Keyes earned a fee 10% of the construction costs, or $5,152.83. Having received $30,000 already, Keyes has no right to recover any further payment from Holtham on the project. Under S.C. Code Ann. § 29-5-10, a claimant only has the right to a mechanic's lien for "a debt due." Because there is no debt owed to Keyes, the lien should be dissolved. The trial court's order should be reversed.

II. THE TRIAL COURT ERRED WHEN IT DID NOT CONSTRUE THE AMBIGUITY IN THE CONTRACT AGAINST KEYES AND IN FAVOR OF HOLTHAM

It is well-established in South Carolina that "[a]mbiguous language in a contract should be construed liberally and most strongly in favor of the party who did not write or prepare the contract and is not responsible for the ambiguity; and any ambiguity in a contract, doubt, or uncertainty as to its meaning should be resolved against the party who prepared the contract or is responsible for the verbiage." Ecclesiastes Prod. Ministries v. Outparcel Assocs., LLC, 374 S.C. 483, 499–500, 649 S.E.2d 494, 502 (Ct. App. 2007) (internal quotations and citations omitted). See also S. Atl. Fin. Servs., Inc. v. Middleton, 356 S.C. 444, 447, 590 S.E.2d 27, 29 (2003) ("Ambiguous language in a contract, however, should be construed liberally and interpreted strongly in favor of the non-drafting party . . . After all, the drafting party has the greater opportunity to prevent mistakes in

meaning. It is responsible for any ambiguity and should be the one to suffer from its shortcomings.") (internal quotations and citations omitted).

The crux of the parties' dispute here is the payment term that Keyes drafted and included in his engagement letter. According to well-established precedent, any ambiguity in that engagement letter must be construed liberally and most strongly in favor of Holtham, the party who did not write or prepare the contract and is not responsible for the ambiguity. That rule is not discretionary; trial courts are obligated to apply it. Id. Applying that rule renders the result, as noted above that Keyes's earned a fee of only $5,152.83 and is owed no more money.

The trial court committed an error of law when it declined to apply this rule of contract interpretation.

III. THE TRIAL COURT ERRED WHEN IT HELD NO GENUINE DISPUTE EXISTS THAT KEYES' CLAIM IS TO RECOVER FOR "LABOR" AS REQUIRED BY THE MECHANIC'S LIEN STATUTE

Holtham's final point is raised, as noted in his motion to reconsider, because the trial court's intent is unclear. The trial court's order includes the following:

> The Court looks to the Mechanic's Lien statute which allows for the filing of a lien by "a person to whom a debt is due where . . . labor is performed in the alteration of a building . . . by virtue of an agreement with the owner." S.C. Code Section 29-5-10. Here, there is no question of fact that the Respondent Architect Glenn Keyes and his firm provided services to Petitioners in the renovation of work at the historic home purchased at 89 Smith Street, Charleston, SC.

(Order at 1, R. p. __.) The trial court's order appears to hold that there is no question Keyes provided services which constitute "labor" as required by S.C. Code Ann. § 29-5-10. Such a holding constitutes an error of law.

The parties disputed during the hearing whether the sum Keyes claimed was in fact lienable. Under South Carolina law, there must be some nexus between the "labor" that gives rise to the debt that forms the basis for the mechanic's lien and the real property subject to the lien.

See S.C. Code Ann. § 29-5-10(a) ("A person to whom a debt is due for labor performed or furnished . . . *and actually used in the erection, alteration, or repair of a building or structure upon real estate* . . . ."). In George A.Z. Johnson, Jr., Inc. v. Barnhill, the Supreme Court of South Carolina clarified that rule is limited to services provided in connection with the "actual construction" of an improvement to the real estate:

> [R]espondent cites Williamson v. Hotel Melrose, 110 S.C. 1, 96 S.E. 407, which construed our statutes as extending the lien to the work of architects, and to Sea Pines Co. v. Kiawah Island Co., Inc., 268 S.C. 153, 232 S.E.2d 501, which extended the lien of our statutes to cover the supervision of the planning and development of the project. It is argued that our Court had thus effectively liberalized the mechanic's lien statute to such extent that the 1978 amendment (Section 29–5–21) was merely a codification of the existing law.
>
> We do not think the cases cited by respondent are decisive of the present question. In Williamson, the architect furnished the plans and specifications **and supervised the construction of the building**. Certainly, the architect furnished labor in the erection of the structure. In the case of Sea Pines, Co., the agreement was also "to furnish plans **and supervision of construction**." These cases deal with labor performed in the **actual construction of the buildings on the property** and are thus distinguished from the present case where no labor was performed in making an improvement which became a part of the real estate.

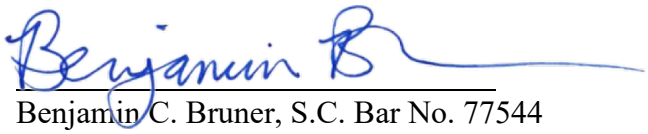
George A.Z. Johnson, Jr., Inc. v. Barnhill, 279 S.C. 242, 244–45, 306 S.E.2d 216, 217–18 (1983) (emphasis added).

In this case, Keyes' claims he earned 75% of his entire project fee based on drafting plans, not based on supervising actual construction. He has provided no time sheet, activity records, task records, or other records from which a fact-finder or court could discern how much of his claim is for lost profits and how much reflects the reasonable value of the time spent on the design work he contends was necessary to prepare plans in anticipation for the actual construction of the renovation project. Furthermore, it is undisputed that the board of architectural review never approved the plans, nor is it disputed that the project never advanced beyond demolition, so Keyes' labor was not performed "in the actual construction" of the project. To the extent the trial court

held no genuine issue of fact exists that the amount Keyes' services constitute "labor" under the mechanic's lien statutes, that finding constitutes an error of law.

CONCLUSION

The trial court committed errors of law when it held the parties' contract ambiguous, when it did not construe the ambiguity in the parties' contract against Keyes as the drafting party, and when it held (to the extent it did so) no question exists that Keyes provided services constituting "labor" under the mechanic's lien statutes. For these reasons, the order of the trial court should be reversed, Keyes' mechanic's lien should be dissolved, and the cash bond should be returned to Holtham.



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APPEAL FROM THE CHARLESTON COUNTY
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Mikell R. Scarborough, Master-in-Equity

Civil Action No.: 2023-CP-10-00665

Frank Holtham, as Trustee of the Holtham
SC Realty Trust, dated April 12, 2022 . . . . . Appellant,

v.

Glenn F. Keyes and Glenn Keyes Architects LLC. . . . . Respondents.

PROOF OF SERVICE

I, the undersigned attorney for Appellant, certify that I served a copy of the attached **Appellant's Initial Brief** by depositing a copy of it in the U.S. Mail, postage prepaid, on May 25th, 2023, addressed to John A. Massalon, Esquire and Carissa Steichen Land, Esquire, Wills Massalon & Allen, LLC, P.O. Box 859, Charleston, SC 29402 and by e-mail to jmassalon@wmalawfirm.net and csteichen@wmalawfirm.net.

May 25, 2023

Bridget Steele

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May 25, 2023

VIA EMAIL ONLY
Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
1120 Senate Street
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Re: ***Frank Holtham, as Trustee of the Holtham SC Realty Trust, dated April 12, 2022 v. Glenn F. Keyes and Glenn Keyes Architects, LLC***
C/A No.: 2023-000649
BPWM File No. 113527.100

Dear Ms. Kitchings:

Enclosed herewith for filing, please find the Appellant's Return to Respondents' Motion to Dismiss, Initial Brief and Designation of Matter in the above referenced matter.

Sincerely yours,

Bridget Steele

Bridget S. Steele
Legal Assistant to Benjamin C. Bruner

/bss

cc: John A. Massalon, Esquire
Carissa Steichen Land, Esquire
Mr. Frank Holtham