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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
The Honorable Jennifer B. McCoy, Circuit Court Judge

Appellate Case No. 2021-001510
Case No. 2016-CP-10-03468

Charles Blanchard Construction Corp. Inc.…………………………………………Plaintiff

v.

480 King Street, LLC ….………………………………………………………… Defendant

480 King Street, LLC……………………………………………Third-Party Plaintiff, Appellant

v.

Glick/Boehm & Associates, Inc. ……………………………Third-Party Defendant, Respondent

RESPONDENT'S PETITION FOR REHEARING

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Respondent, by and through its undersigned attorneys, petitions this Court, pursuant to Rule 221 and 240, SCACR, for rehearing with respect to this Court's decision in 480 King Street, LLC, Appellant v. Glick/Boehm & Associates, Inc., Respondent, Opinion No. 6060 filed May 22, 2024, which affirmed in part, reversed in part, and remanded the Circuit Court's ruling in this case. Respondent suggests the Court overlooked or misapprehended the following points in affirming, reversing, and remanding the Circuit Court's decision. In the alternative, Respondent requests this Court clarify its Order.

I. The Court of Appeals incorrectly considered an Argument not preserved by Appellant upon Appeal in its finding that the lower court erred in dismissing the entirety of Appellant's action.

This Court held that the Circuit Court erred in dismissing the entirety of Appellant's action against Respondent. However, this Court overlooked the fact that Appellant's argument, including the dismissal of all claims against the Respondent, is predicated on unpreserved issues and, therefore, should not have even been addressed by this Court. Appellant failed to clearly raise the issue of whether its contract and warranty claims should not fall under the Act's purview and, therefore, this Court cannot consider any of Appellant's argument to that effect.

For an issue or an argument to be properly preserved for appellate review, it is well settled that it must have been raised to and ruled upon by the trial court. *See Holy Loch Distributors, Inc. v. Hitchcock*, 340 S.C. 20, 24, 531 S.E.2d 282, 284(2000). Simply, "[a]n issue that was not preserved for review should not be addressed by the Court of Appeals…." *State v. Dunbar*, 356 S.C. 138, 142, 587 S.E.2d 691, 694 (2003). Furthermore, in situations where it is not clear whether issues were raised or ruled upon, courts will find that those issues are not preserved. *See Malloy v. Thompson*, 409 S.C. 557, 561, 762 S.E.2d 690, 692 (2014) ("At a minimum, issue preservation requires that an issue be raised and ruled upon by the trial judge. The issue must be sufficiently

clear to bring into focus the precise nature of the alleged error so that it can be reasonably understood by the judge.") (internal citations omitted); *Carolina First Bank v. Ashley Tower, LP*, 2005 WL 7084806 at *2 (Ct. App. Nov. 21, 2005) ("[T]here is no way for this court to determine if the issues asserted on appeal have been raised to and ruled upon by the trial court. As such, we find none of the issues are preserved for our review.").

Appellant failed to argue with any legal support, or thought, that it was error to dismiss Appellant's non-negligence based claims brought against Respondent on the premise that they also fall within the Act's requirements of a supporting Affidavit because they stem from the alleged negligence of Respondent performing its scope of work as an architect. While Appellant cites to the Circuit Court's Order finding that, "[i]n its Motion Defendant contends that the claims asserted against it by Plaintiff are all based upon its alleged negligent performance of professional services as an Architect, and that Plaintiff failed to file a proper Affidavit in support of those claims as required by S.C. Code Ann. §15-36-100(B). The Court agrees with those and other arguments presented by Counsel for Defendant and, as a result, grants the Motion." (Order dated Dec. 16, 2021 at p. 2, R. at p. 93). Appellant took no further steps in its appeal to prove to this Court how the Circuit Court erred. In other words, Respondent's briefing is void of any argument to support why the non-negligence causes of action should be maintained despite the dismissal of the professional negligence cause of action asserted against Respondent. Additionally, Appellant failed to file a Rule 59(e) motion challenging the Circuit Court's finding.

Simply, Appellant failed to preserve on appeal the ability to challenge dismissal of its warranty and breach of contract causes of action. The Court overlooked Appellant's failure and nonetheless held that the Court is, "unable to agree that the breach of contract and breach of warranty claims were properly dismissed at this stage of the litigation." As such, Respondent

respectfully requests that this Court reverse its finding that Appellant's claims for Breach of Contract and Breach of Warranty against Respondent are open for interpretation by the Circuit Court as separate and viable claims, and further that no expert affidavit is required to pursue such claims under the Act.

II. Even presuming Appellant's unpreserved arguments were maintained for appeal, all of Appellant's claims are subject to the Act's expert affidavit requirement.

In actions for damages alleging negligence against certain professionals, including architects, the Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10, et. seq. applies. *See* S.C. Code Ann. §§ 15-36-100(B) & -100(G)(6) & (17) (emphasis added). Here, because Respondent is an architectural firm organized and licensed under the laws of South Carolina, "the plaintiff must file as part of the complaint an affidavit of an expert witness which must specify at least one negligent act and the factual basis for each claim . . .." S.C. Code Ann. § 15-36-100(B). Appellant asserts that the Circuit Court erred in dismissing all "non-negligence based" causes of action against Respondent because the Act only applies to situations where professional negligence is alleged. This is untrue. And while this Court misapprehends the Act by holding that Appellant's breach of contract and breach of warranty claims are not subject to the contemporaneous affidavit filing requirement of Section 15-36-100, the Court also found, "that if all of the claims included in the complaint were grounded in professional negligence and the affidavit failed to meet the requirements of Section 15-36-100, the circuit court would not have erred in dismissing the entire complaint," thereby leaving this matter open for interpretation.

Based on the plain language of the Act, failure to file an expert affidavit with the Complaint necessitates dismissal of the Complaint as a whole. The Act dictates that "if an affidavit is not filed . . . and the defendant against whom an affidavit should have been filed alleges, by motion to dismiss filed contemporaneously with its initial responsive pleading that the plaintiff has failed to

file the requisite affidavit, ***the complaint*** *is subject to dismissal for failure to state a claim.*" S.C. Code § 15-36-100(C)(1) (emphasis added). The Act provides the sanction of dismissal of "*the complaint*" when there is non-compliance with its terms. The Act's choice of words here is abundantly clear – the Act does not reference dismissal of just negligence causes of action, and instead chooses to reference the "complaint" as a whole. To meet the intent conveyed by the Legislature within Section 15-36-100, the Complaint ***as a whole*** must be dismissed.

Further, South Carolina courts routinely hold that claims arising under professional negligence, while not plead explicitly as "professional negligence," still fall under § 15-36-100's purview. *See, e.g., H & H of Johnston, LLC v. Old Republic Nat. Title Ins. Co.*, 405 S.C. 469, 748 S.E.2d 72 (Ct. App. 2013) (finding that a plaintiff's claim for breach of contract against its closing attorney was actually a claim for professional negligence and that plaintiff was required to comply with 15-36-100, even though it did not explicitly plead professional negligence);[1] *see also David v. Savage*, No. 2:19-CV-3139-SAL, 2020 WL 12618896, at *7 (D.S.C. July 6, 2020) (applying South Carolina law) ("Because this court concludes *that all of Plaintiff's claims stem from and relate to the same factual allegations of legal malpractice,* it must determine whether the affidavit requirement in S.C. Code Ann. § 15-36-100 applies to the negligence claim. It finds that it does.") (emphasis added); *In re Steinmetz*, No. ADV 10-80177, 2011 WL 4543894 at *7 (Bankr. D.S.C. Mar. 18, 2011) (applying South Carolina law) ("Since *the* ***essence*** *of Plaintiffs' Fifth Cause of Action is a claim for professional negligence* against a professional licensed by the state of South Carolina, South Carolina law requires that Plaintiffs file an affidavit of an expert witness.") (emphasis added).

[1] Notably, the same case law cited to in Respondent's Final Brief and utilized by the Court in its attempt to discern whether or not Appellant's breach of contract and breach of warranty claims are grounded in professional negligence.

Appellant's claims against Respondent are all *rooted* in allegations that Respondent was negligent in the performance of its duties as an architectural firm and as the "architect of record." It is undisputed that Appellant brought a negligence claim against Respondent along with claims for Breach of Contract and Breach of Warranty that were each based upon the same alleged negligent performance of professional architectural services, whether in the design or contract administration. Appellant asserted that Respondent breached its contract with Appellant by failing to "properly design and prepare specifications for the stair tower." (Compl. at ¶ 9, R. at pp. 72-73); Appellant asserted that Respondent breached its contract by "[f]ailing to act as a reasonably prudent design professional would act under similar circumstances." (Compl. at ¶ 9,R. at pp. 72-73); Appellant asserted that Respondent "breached [its] express and implied warranties by failing to design the stair tower free from defects and in compliance with applicable building codes and industry standards." (Compl. at ¶ 20, R. at p. 75). Whether Respondent failed to act as a "reasonably prudent design professional," whether Respondent "properly" created specifications, and whether Respondent furnished plans "free from defects," necessarily hinges on whether Respondent's architectural scope of work met the professional standard of care. It is axiomatic that an Architect's breach of contract or breach of an implied warranty requires a showing of how an Architect failed in the performance of his or her duties.

Appellant simply reiterates its assertions against Respondent in different ways in an attempt to fit the framework of multiple causes of action, nonetheless, both Appellant's claim for Breach of Contract and Breach of Warranty require the support of an expert affidavit under the Act, which according to Appellant's own expert's testimony, Appellant lacks. Mr. Hackney was deposed on three separate occasions and questioned by respondent's counsel regarding his

qualifications; during Mr. Hackney's August 27, 2020 deposition, the following exchange occurred:

> Q ***You do not intend in this case to offer a professional opinion about the standard of care of an architect, do you?***
> A ***No.***
> Q That's something that would be beyond your qualifications?
> A I don't believe so, but I have never done it in the past. I've looked at enough buildings, I have looked at enough plans, and seen enough issues to feel like I could provide an opinion about that but I have -- to this point, I have not provided one.
> Q *And you don't intend to start in this case?*
> A *No*, not at this time.

(Mot. dated Jun. 28, 2021, Ex. 3 at pp. 208-09 ll. 15-2, R. at pp. 210-211) (emphasis added).

When further queried in his September 4, 2020 deposition, as to whether he would be offering an opinion as to the Architect's standard of his care, Mr. Hackney testified:

> Q ***Do you recall telling me when we were together last that you were not going to offer an opinion about the standard of care of the architect in this case?***
> A ***Yes.***
> Q ***Does that remain your intention?***
> A ***Yes***. I feel comfortable talking about individual details if questioned about them, and I feel comfortable talking about construction phase services, but *not specifically about the architect's standard of care.*
> Q In relation to either of those things, correct?
> A Correct. I'll talk about -- I feel comfortable as a design professional talking about details specifically and/or lack of details as a design professional but *not specifically to the standard of care of an architect.*
> Q And, in fact, *without addressing the standard of care of the architect* in this case, right?
> A *Correct.*
>
> ***
>
> Q. When he asked you to sign the Affidavit, did you tell him that you would *not offer an opinion about the standard of care of an architect in the case?*

A *I don't recall the specific conversations about standard of care* at that point in time.

Q ***By signing the Affidavit, though, you did not intend to offer an opinion about the standard of care of an architect, did you?***

A ***No.*** The Affidavit says, and I talked about it before, that pertaining to the construction phase services and construction administration services that were provided.

Q But when you talked about those things in your Affidavit, *you did not intend to state an opinion about the standard of care of an architect performing those services, did you?*

A A *better word there* than a professional performing -- *a design professional* performing the role of a -- during construction phase services.

Q You are an engineer?

A I am.

Q Mr. Glick is an architect?

A Correct.

Q *Glick/Boehm are architects and not engineers?*

A *Correct.*

Q Getting back to question then is: *You did not intend this Affidavit to contradict your intention against offering an opinion of the standard of care related to the architect, did you?*

A My intent -- again, I know we're parsing words a little bit. My intent is that I feel comfortable talking about the standard of care that a professional would provide in either giving or completing construction administration services, whether that be an architect or an engineer. Those services are similar across the board of professionals, and I feel confident and comfortable in talking about them.

Q ***So your intention is to state an opinion of the standard of care of a professional but not an architect, correct?***

A ***That's probably a better way to say it. Yes.***

(Mot. dated Jun. 28, 2021, Ex. 4 at pp. 278-79 ll. 17-12; Ex. 5 at pp. 282-84 ll. 22-13, R. at pp. 213-214; R. at pp. 216-218) (emphasis added). In sum, Mr. Hackney admitted on multiple occasions that he was not intending to state, nor was he stating, any opinions that Respondent Architect had violated the Architect's standard of care, and that he was not qualified to express an opinion as to the standard of care of an architectural firm, thereby contradicting his Affidavit.

Therefore, by the Court's own finding (if all of the claims included in the complaint were grounded in professional negligence and the affidavit failed to meet the requirements of Section 15-36-100, the Circuit Court would not have erred in dismissing the entire complaint)[2], the Court must hold that the Circuit Court did not err in dismissing Appellant's Complaint in its entirety.

Should the Court opine that Appellant's Breach of Contract and Warranty claims are not subject to the contemporaneous affidavit filing requirement under the Act, the Court has still misapprehended the plain meaning of the Act. The Act provides that a Complaint in actions (plural) alleging professional negligence requires the expert affidavit. It is abundantly clear, that when a plaintiff brings a professional negligence claim, ***<u>all</u>*** other claims brought along with it (including breach of contract and breach of warranty) are, likewise, subject to the Act's expert affidavit requirement.

Accordingly, the Circuit Court was correct in dismissing Appellant's Complaint against Respondent in its entirety, as each of Appellant's causes of action against Respondent are integrally related to Respondent's duties as an Architect and fit squarely within the Act's purview.

III. To satisfy the Act's expert affidavit filing requirement, an expert must provide relevant testimony on the performance of an allegedly negligent professional in their *specific* field.

The Court noted that, during oral arguments, Appellant's counsel argued architectural and engineering services at times overlap, particularly in the area of contract administration. However,

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[2] In support of this contention, the Court cites to the holding in *H & H of Johnston, LLC v. Ole Republic Nat. Title Ins. Co.*, 405 S.C. 469, 748 S.E.2d (Ct. App. 2013), which provides that the circuit court properly granted summary judgment on behalf of a closing attorney being sued by a plaintiff claiming breach of contract because professional negligence claims were subject to section 15-36-100's affidavit requirement. The Court's reference to *H & H of Johnston, LLC*'s holding, in fact, supports Respondent's argument that all of Appellant's claims are subject to the Act's requirement of an affidavit and blatantly rejects the Court's holding in the very next sentence that Appellant's breach of contract and breach of warranty claims are *not* subject to the Act's contemporaneous requirement of an affidavit. The reasoning for the Court's opposite opinion to that of *H & H Johnston, LLC* to which is cites for support, is undiscernible.

Appellant's counsel provided no legal or factual support for this assertion. In fact, to the contrary, the Act provides parameters for what experts are qualified to opine:

> (A) As used in this section, "expert witness" means an expert *who is qualified as to the acceptable conduct of the professional whose conduct is at issue* and who:
>
> > (1) is licensed by an appropriate regulatory agency to practice his or her profession in the location in which the expert practices or teaches; and
> > (2)(a) is board certified by a national or international association or academy which administers written and oral examinations for certification in the area of practice or specialty about which the opinion on the standard of care is offered; or
> > (b) has actual professional knowledge and experience *in the area of practice or specialty in which the opinion is to be given* as the result of having been regularly engaged in . . . .

§15-36-100(A)(1-2(b)).

Additionally, there is an overwhelming amount of South Carolina law which clearly provides that to satisfy the affidavit filing requirement in the Act, an expert must provide relevant testimony on the performance of an allegedly negligent professional in their specific field. *See e.g., Doe v. Am. Red Cross Blood Servs.,* 297 S.C. 430, 435, 377 S.E .2d 323, 326 (1989) ("[T]he standard of care that the plaintiff must prove is that the professional failed to conform to the generally recognized and accepted practices ***in his profession***.") (emphasis added); *Pittman v. Stevens*, 364 S.C. 337, 613 S.E.2d 378 (2005) (citing *Doe*); 18 S.C. Jur. Negligence § 58 ("In a professional negligence cause of action, the standard of care that the plaintiff must prove is that the ***professional failed to conform to the generally recognized and accepted practices in his profession***, and if the plaintiff is unable to demonstrate that the professional failed to conform to the generally recognized and accepted practices in his profession, then the professional cannot be found liable as a matter of law."); *Walker*, 324 S.C. at 354, 477 S.E.2d at

473 ("Although [a licensed residential builder] may be versed in building codes and in the inspection of buildings, ***there is no evidence in the record that she has any architectural experience or training*** . . . ***[t]he trial court did not abuse its discretion, therefore, in finding that Lain could not properly testify as to an architect's standard of care.***) (emphasis added).

The Court supported its conclusion herein with reference to the statutory definition of an engineer set forth in S.C. Code §40-22-20 (Supp. 2023), but, unfortunately, such reference was limited. First, the Court misapprehends Mr. Hackney's ability to opine on an architect's standard of care in its interpretation of the definition of the "Practice of Engineering." Read as a whole, one should find that Section 40-22-20(25), "Practice of Engineering" may include design coordination, but only as to how an *engineer's* design correlates with an *architect's* design and the coordination of the *engineering works and systems*, it does not open the door to an engineer to opine on an architect's design and design coordination. Under Section 40-22-20(25), the "Practice of Engineering" is:

> any service or creative work, the adequate performance of which requires engineering education, training, and experience in the application of special knowledge of the mathematical, physical, and engineering sciences to such services or creative work as commissioning, consultation, investigation, expert technical testimony, evaluation, design and design coordination of **engineering works and systems**, design for development and use of land and water, performing engineering surveys and studies, and the review of construction for the purpose of monitoring compliance with drawings and specifications, any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems projects, and industrial or consumer products or equipment of control systems, chemical, communications, mechanical, electrical, environmental, hydraulic, pneumatic, or thermal nature, insofar as they involve safeguarding life, health, or property, and including such other professional services as may be necessary to the planning, progress, and completion of any engineering services. The mere execution, as a contractor, of work designed by a professional engineer or supervision of the

> construction of such work as a foreman or superintendent is not considered the practice of engineering. A person must be construed to practice or offer to practice engineering, within the meaning and intent of this chapter who:
>
> (a) Practices any branch of the procession or discipline of engineering;
> (b) By verbal claim, sign, advertisement, letterhead, card, or in any other way represents himself to be a professional engineer or through the use of some other title implies that he is a professional engineer or that he is licensed under this chapter; or
> (c) Holds himself out as able to perform or does perform any engineering service or work or any other professional service designated by the practitioner or which is recognized as engineering.

(emphasis added). First, Professional Engineers, along with Architects, are covered by the Act, but are distinguished as separate professionals who must stay within their lane pursuant to the educational degrees, licensing and regulation in which they are bound. Likewise, Architects are restricted to their own lane. For example, South Carolina Code Section 40-3-20(6),

> Practice of architecture' means a service or creative work requiring architectural education, training, and experience and the application of the principles of architecture and related technical disciplines to the professional services or creative work as consulting, evaluating, planning, designing, specifying, coordinating of consultants, **administration of contracts**, and **reviewing of construction for the purpose of assuring compliance with the specifications and design**, in connection with a building or site development.

(emphasis added). Clearly, through a complete reading of both statutory definitions related to the practice of engineering and architecture, Mr. Hackney, a Professional Engineer, does not possess the ability to opine as to an Architect's unique role of administrating the project contract. Allowing Mr. Hackney to indict Respondent's contract administration work would be condoning Mr. Hackney to practice architecture without the proper licensing requirements.

Additionally, the definition of an engineer's practice provides that engineers may play a role in the coordination of *engineering* works and systems, it does not refer to the works and systems of <u>any design professional, including the architect</u>. As such, applying the definition of

"Design coordination," further misapprehends Appellant's Expert, Mr. Hackney's allowable role in this matter. Section 40-22-20(7) sets forth the definition of "Design coordination" which, "includes the review and coordination of those technical submissions prepared by others, including as appropriate and without limitation, consulting engineers, architects, landscape architects, surveyors, and other professionals working under the direction of the engineer." (emphasis added). Mr. Hackney can only opine, as an engineer, on the scope of work of an architect *if* that architect is working at his discretion. Here, there was no engineer that Respondent reported to, much less Mr. Hackney himself, therefore, Section 40-22-20(7) is wholly inapplicable.

For these reasons, and the reasons noted above, the Circuit Court did not err in dismissing this Complaint despite Respondent's performance of contract administration services on the project, and the Court should affirm the Circuit Court's holding that Appellant's Complaint be dismissed in its entirety.

IV. If the Court denies Respondent's Petition for Rehearing, this Court should clarify its Order as to the dismissal of Appellant's claims against Respondent prior to remanding the matter to Circuit Court for "further proceedings."

Certain portions of this Court's Order are unclear as it currently stands, which will undoubtedly confuse the parties as well as the Circuit Court if the issues are remanded for "further proceedings." First, the Court currently holds that "the circuit court erred in dismissing the entirety of 480 King's action," however, the Court fails to expand upon which portions of Appellant's Complaint the Circuit Court erred in dismissing. The Court confusingly provides that "[b]ased on the language of 480 King's complaint and the record before us, we are unable to agree that the breach of contract and breach of warranty claims were properly dismissed at this stage of the litigation." However, approximately three sentences above its holding, the Court stated, "that if all of the claims included in the complaint were grounded in professional negligence and the affidavit

failed to meet the requirements of Section 15-36-100, the circuit court would not have erred in dismissing the entire complaint." This statement is followed with a citation to a South Carolina case which supports Respondent's argument that ***all*** of Appellant's claims are subject to the Act's expert affidavit requirement. Yet, the Court concludes that Appellant's breach of contract and breach of warranty claims are allegedly not subject to the Act's affidavit requirement. The Court's position, as currently written, leaves the door open for the Circuit Court to interpret the Court's holding how it so chooses despite already ruling in Respondent's favor, leaving this exact conflict to undoubtedly arise again.

Second, in the Court's holding that the Circuit Court erred in dismissing the entirety of Appellant's action, the Court failed to clarify whether or not it intended to affirm the Circuit Court's dismissal of Appellant's Negligence claim. The Court holds that,

> to the extent the circuit court dismissed 480 King's claims relating to contract administration services for which an engineer may be properly qualified, we reverse. However, we affirm the dismissal of 480's King negligent design and supervision claims to the extent they require testimony by an expert qualified to address an architect's standard of care.

Furthering the confusion, the Court notes in footnote 2 that the Court recognizes that,

> it may be difficult to delineate the engineering and architectural categories. A properly supported motion for summary judgment may be required to aid this sorting process; the parties will also likely need to address whether 480 King's breach of contract and warranty claims are truly disguised claims for architectural negligence or claims about which a non-architect engineer may properly testify.

However, as set forth above, Appellant's asserted allegations against Respondent in its Breach of Contract and Breach of Warranty claims arise out of Appellant's negligent design and supervision claims. Therefore, it is unclear which of Appellant's claims against Respondent the Court intends to affirm and which claims the Court intends to reverse.

Further, the Court fails to clarify whether Appellant's remaining claims require an expert affidavit to be filed contemporaneously with the action, instead asserting that Appellant "raised breach of contract and warranty claims *arguably* not subject to the contemporaneous affidavit filing requirement of Section 15-36-100." (emphasis added).

Without the Court's clear and unequivocal holding, the Circuit Court will be left with little to no guidance on how to conduct "future proceedings" upon remand. Further, Respondent will be forced to expend significant additional costs and resources defending against claims which were properly argued, briefed, and dismissed by the Circuit Court.

V. Conclusion

The Court overlooked and addressed Appellant's arguments which are predicated on unpreserved issues and, therefore, the Court should grant Respondent's petition for a rehearing to affirm the Circuit Court's ruling on those unpreserved issues alone. Nevertheless, Appellant did not furnish an affidavit of an Architect with its Complaint, which details allegations of professional negligence against Respondent, architectural firm. Respondent suggests the Court overlooked or misapprehended the aforementioned points in affirming, reversing, and remanding the Circuit Court's decision and, therefore, the Court should amend its prior holding to account for the above overlooked and misapprehended points and grant Respondent's Petition for a Rehearing.

[Signature page to follow}

This 17th day of June, 2024.

Respectfully submitted,

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PROOF OF SERVICE

I certify that I have served the Respondent's Petition for Rehearing on the following parties' counsel, at the addresses listed below by depositing a copy of same in the United States Mail and electronic mail on June 17, 2024.

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