

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Brooks P. Goldsmith, Circuit Court Judge
Case No.: 2020-CP-07-00768

Appellate Case No. 2020-001500

Dana Advocaat, both individually and as Trustee of the Advocaat
Living Trust dated March 7, 2019.....Respondent,

v.

Community Services Associates, Inc.....Appellant.

PETITION FOR REHEARING

Appellant Community Services Associates, Inc., by and through its undersigned counsel,
petitions this Court to rehear its May 22, 2024 Order affirming the circuit court’s ruling.

Background

Dana Advocaat filed a lawsuit against Community Services Associates, Inc. (Appellant),
stating two causes of action related to a certain Gate Pass Agreement to which Appellant is a party:
(1) “First Cause of Action” for inspection of records under the South Carolina Nonprofit
Corporation Act, and (2) for violation of the South Carolina Homeowner’s Association Act. **R.**
19-20. Dana Kindel Advocaat (Respondent) was substituted as Plaintiff, but the claims remained
the same. **R. 25-26.** Respondent requested access to the Gate Pass Agreement and asked for a
finding that the failure to record the Gate Pass Agreement as a “governing document” was a
violation of the Homeowner’s Association Act. Appellant answered the Amended Complaint,

denying the allegations. Respondent defended on the ground that the Gate Pass Agreement was neither a bylaw, accounting record, nor governing document.

Respondent filed an Application for Inspection of Corporate Records on June 19, 2020, seeking the same relief requested in the Amended Complaint. **R. 36.** The circuit court heard Respondent's Application and on September 4, 2020, found for Respondent and ordered Appellant to permit Respondent to inspect the Gate Pass Agreement (September 4 Order). **R. 1-10.** The circuit court found the Gate Pass Agreement was a "bylaw" and "accounting record" under the Nonprofit Corporation Act (Act). **R. 4-9.** The circuit court held that Respondent was also permitted to inspect the Gate Pass Agreement under the common law and as a litigant under the Rules of Civil Procedure. **R. 9-10.** The circuit court found Respondent was entitled to recover fees and costs from Appellant, but the amount is to be determined at a subsequent hearing. **R. 10.**

Appellant filed a Motion to Alter or Amend, which was denied, and Appellant timely appealed the September 4 Order to this Court on November 9, 2020. **R. 506.** On March 20, 2024, this Court then dismissed the appeal finding the September 4 Order was not immediately appealable. In response on April 4, 2024, Appellant and Respondent jointly petitioned this Court to rehear its March 20, 2024 Order and address the merits of the appeal.

This Court granted the petition for rehearing and issued a substituted order on May 22, 2024, affirming the circuit court's ruling in Respondent's favor. This Court determined the standard of review was an abuse of discretion, and agreed with the circuit court that the Gate Pass Agreement was a bylaw and accounting record. Further, this Court found that the circuit court did not err in finding Respondent had the right to inspect the Gate Pass Agreement pursuant to Rule 34 of the South Carolina Rules of Civil Procedure. Appellant respectfully asks this Court to rehear the appeal having overlooked or misapprehended the points below.

Argument

I. This Court should rehear its May 22, 2024 Order because it mistakenly relied upon the stringent abuse of discretion standard of review when the appeal involved questions of statutory interpretation that are reviewed de novo.

An action involving interpretation of statutes is an action at law. *Auto Owners Ins. Co. v. Rollison*, 378 S.C. 600, 663 S.E.2d 484 (2008). Interpreting a statute is a question of law subject to de novo review. *Transport. Inc. Co. & Flagstar Corp. v. S.C. Second Injury Fund*, 389 S.C. 422, 427, 699 S.E.2d 687, 689 (2010) (interpreting de novo a provision of the worker’s compensation statute to determine if it acted as a statute of limitations); *Catawba Indian Tribe v. State*, 372 S.C. 519, 524, 642 S.E.2d 751, 753 (2007) (interpreting de novo the language of a statute to determine whether the appellant was allowed to operate video poker devices); *Thompson v. Ford Motor Co.*, 200 S.C. 393, 21 S.E.2d 34, 50 (1942) (noting the court’s interpretation of the meaning of “any agent” in a statute was not a finding of fact and not subject to the any evidence standard). In addition, novel issues of law are reviewed de novo. *Madison ex rel. Bryant v. Babcock Ctr., Inc.*, 371 S.C. 123, 638 S.E.2d 650 (2006).

A question of statutory interpretation is reviewed de novo even if the question may involve findings of fact or the application of law to fact. *See generally Charleston Cnty. Parks & Recreation Comm’n v. Somers*, 319 S.C. 65, 67, 459 S.E.2d 841, 843 (1995). For example, *Somers* involved an appeal from a board of zoning appeals (Board) decision denying the Charleston County Parks and Recreation Commission’s (CCPRC) application to build a park on Isle of Palms because a park was not a permitted use in the zoning ordinance. *Id.* at 66, 459 S.E.2d at 842. The Board interpreted the applicable ordinances and divined city council’s intent with respect to the undefined phrase “municipal uses,” finding city council did not intend a park to be considered a municipal use. *Id.* at 67, 459 S.E.2d at 842. On appeal, the Board argued the standard of review

was “any evidence” because it involved a finding of fact, and that it was entitled to great deference in interpreting and applying local zoning ordinances. *Id.*, 459 S.E.2d at 843. The South Carolina Supreme Court disagreed, applying a de novo standard of review because the question of whether CCPRC’s park was considered a “municipal use” under the zoning ordinance involved statutory interpretation and determining legislative intent. *Id.* The court found that a park was a municipal use and reversed the Board’s decision denying the permit. *Id.*

This appeal involves multiple questions of statutory interpretation that should be reviewed de novo. The question of whether the Gate Pass Agreement is a “bylaw” under the Act requires evaluating the definition of a bylaw under the statute and determining whether the Gate Pass Agreement fits within that definition. Likewise, the question of whether the Gate Pass Agreement is an “accounting record” requires interpreting that undefined phrase to determine legislative intent, then determining if the Gate Pass Agreement fits that definition. Similar to *Somers*, although these questions may involve the application of fact to law, i.e. whether the specific Gate Pass Agreement is a bylaw or accounting record, that does not remove the case from the realm of de novo review into the deferential abuse of discretion standard.

In addition, the fact that the circuit court also found the Gate Pass Agreement was discoverable under Rule 34 of the South Carolina Rules of Civil Procedure does not change the standard to an abuse of discretion. As argued in Appellant’s Initial Brief, it would be an absurd result not intended by the legislature to permit a member of a nonprofit corporation to bypass the requirements of the Act for showing entitlement to specific documents by relying on the breadth of allowable discovery under our rules of civil procedure.

Further, the scope of discovery is much broader and easier to meet than the scope of documents a member is entitled to access under the Act. Parties can obtain discovery on any

relevant matter that is not privileged. Rule 26(b), SCRCF. Discovery is not objectionable if it is reasonably calculated to lead to the discovery of admissible evidence. *Id.* Rather than the amorphous standard of Rule 26 that requires discretion, the Act permits inspection of specific documents with differing standards. For example, to inspect documents such as “accounting records” the member must show good faith and proper purpose. S.C. Code Ann. § 33-31-1602(c). Considering the narrower and better-defined scope of the Act, the appeal should be reviewed under the de novo standard applicable to statutory interpretation as opposed to the abuse of discretion standard applicable to discovery orders.

Last, this Court’s finding that the order was injunctive in nature and, therefore, should be reviewed for an abuse of discretion is contrary to recent precedent recognizing that “Although an order granting or denying a request for injunctive relief is generally reviewed for an abuse of discretion, ‘where the decision turns on statutory interpretation . . . this presents a question of law.’” *See May for A.R.M. v. Dorchester Sch. Dist. Two*, Op. No. 6053 (S.C. Ct. App. filed March 13, 2024) (J. McDonald) (quoting *Lambries v. Saluda Cnty. Council*, 409 S.C. 1, 8, 760 S.E.2d 785, 788 (2014)). Even if this matter was injunctive in nature, it primarily involves statutory interpretation and should be reviewed de novo.

Because this Court reviewed the circuit court’s decision for an abuse of discretion when it should have reviewed it de novo, this Court should grant this petition for rehearing and evaluate the circuit court’s order without any deference to the circuit court.

II. Under either standard of review, de novo or abuse of discretion, this Court should have found the circuit court erred finding the Gate Pass Agreement is a bylaw because the decision overlooked key language of the statute and leads to an absurd result not intended by the legislature.

The circuit court ruled, and this Court affirmed, that the Gate Pass Agreement is a “bylaw” based on the definition of that term in the Act because it regulates and manages the affairs of the

corporation, specifically the gates and fees to access the community. This Court’s analysis, however, ignores the full definition of a bylaw and significantly expands what can be considered a bylaw, beyond the intent of the legislature.

This Court based its decision on the Act’s definition of bylaws, which is “the code or code of rules, other than the articles, adopted pursuant to this chapter for the regulation or management of the affairs of the corporation irrespective of the name or names by which the rules are designated.” S.C. Code Ann. § 22-31-140(4). First, the Gate Fee Agreement is not a “code or code of rules . . . adopted pursuant to” the Nonprofit Corporation Act. It is a contract setting out the rights and obligations of the parties to the contract. Finding the contract is a bylaw because it concerns the affairs of the corporation ignores part of the definition of bylaws that requires the bylaw to be a code or code of rules adopted under the Act. *See Taylor v. Taylor*, 439 S.C. 272, 275, 886 S.E.2d 716, 717 (Ct. App. 2023) (finding the court of appeals cannot “isolate the words of a statute and ignore [its] obligation to interpret the statute as a whole”). The court’s decision was contrary to the rules of statutory interpretation. Even if it was in the court’s’ discretion, it was an error of law and reversible. *See generally Ex parte DeBordieu Colony Comm. Assoc., Inc.*, 442 S.C. 285, 290, 898 S.E.2d 179, 181 (Ct. App. 2024) (finding an abuse of discretion is shorthand for explaining there was an error of law in the circumstances, which includes failing to consider all factors relevant to a particular decision). Because the circuit court ignored key language in the definition of bylaw, it was an error of law amounting to an abuse of discretion.

Second, this Court overlooked how the circuit court’s decision expands what could be considered a bylaw beyond the intent of the legislature. The Gate Pass Agreement and its Amendments are contractual agreements between Appellant, the Sea Pines Resort, and the Sea Pines Center. Sea Pines Resort and Sea Pines Center are commercial entities that acquired Gate

Policy rights. The circuit court reasoned the contract was a bylaw because it regulates and manages the affairs of the corporation. But every contract a corporation enters regulates or manages the affairs of the corporation. For example, if a nonprofit corporation contracts with an attorney to be general counsel or handle litigation, that contract would technically regulate or manage the affairs of the corporation because it would describe the scope of the attorney's authority to act on behalf of the corporation. The same logic would apply to any contract the corporation enters for services from third parties. Certainly, the South Carolina Legislature did not intend for an interpretation of the Act's "bylaws" to yield such an expansive result.

Further, the circuit court's decision that the Gate Pass Agreement is a bylaw has consequences beyond the Nonprofit Corporation Act that could not have been intended by the legislature. Under the Homeowners Association Act, bylaws must be recorded in order to be enforceable or remain enforceable. S.C. Code Ann § 27-30-130(A). Indeed, Respondent's lawsuit included a claim that the Gate Pass Agreement must be recorded under the Homeowners Association Act. If a nonprofit corporation's contracts are bylaws because they regulate or manage the affairs of the corporation, the Act requires that the contracts be recorded to be enforceable. Carrying the circuit court's decision to its logical conclusion, contracts with a homeowners association that are not recorded are unenforceable under the Homeowners Association Act. The legislature, in passing the Homeowners Association Act, did not intend to affect the enforceability of a homeowners association's contracts with third parties because that would be an absurd result. At the very least, the legislature did not intend to require all contracts with a homeowners association to be recorded.

Because this Court overlooked or misapprehended the fact that the circuit court's decision failed to consider key language of the Act's definition of bylaws and the decision is contrary to

what the legislature could have intended, this Court should grant the petition for rehearing and reverse the circuit court.

III. Under either standard of review, de novo or abuse of discretion, this Court should have found the circuit court erred finding the Gate Pass Agreement was an accounting record because there was no reasonable factual support to find the gate Pass Agreement was used to prepare financial statements.

This Court affirmed the circuit court, finding the circuit court committed no error ruling that the Gate Pass Agreement was an accounting record, relying on a non-binding attorney general opinion.¹ First, this Court's recognition that the phrase "accounting record" is undefined and subsequent reliance on the attorney general's opinion to interpret that phrase demonstrates the issue is one of statutory interpretation that should have been reviewed de novo.

Even if this Court reviewed the decision for an abuse of discretion, the circuit court abused its discretion in finding the Gate Pass Agreement was an accounting record because there was no reasonable factual support for the decision. *Runyon v. Wright*, 322 S.C. 15, 19, 471 S.E.2d 160, 162 (1996) (noting an abuse of discretion occurs when the circuit court's conclusions are without reasonable factual support.).

Relying on the attorney general opinion, the circuit court found that the Gate Pass Agreement and amendments were accounting records because they "underly the finances of [Appellant] and/or they are materials used to prepare [Appellant's] financial and accounting statements." The court's finding, however, was without reasonable factual support.

Both the attorney general opinion and official comments to the Act indicate that, for documents to be considered "accounting records," the documents must be used to prepare the

¹ Opinions of the Attorney General are not binding and, although they can be persuasive, courts are free to disregard them. *See Charleston Cnty. Sch. Dist. v. Harrell*, 393 S.C. 552, 560-61, 713 S.E.2d 604, 609 (2011).

accounting records. The attorney general opinion concludes that, in order for a record to constitute an “accounting record” under the Act, it must be “used to prepare the non-profit corporation’s financial statements.” The Official Comment to the Act states that the appropriate accounting records are those that “should allow the financial statements to be prepared in a fashion that fairly presents the financial condition and results of operations of the corporation.” Off. Cmt. 2, § 33-31-1601.

There was no factual support in the record before the circuit court upon which it could have based its conclusion that Appellant used the Gate Pass Agreement and amendments to prepare financial statements. The Gate Pass Agreement and amendments are contracts between the entities that hold rights to the Gate. As a contract, it presumably gives the rights to certain fees from gate passes but the agreement itself is not necessary to prepare appropriate accounting records recognizing the revenue earned from gate passes. They are not cash flow statements, balance sheets, ledgers, journals, canceled checks, loan information, check registers, bank statements, or any other underlying material used to prepare a corporation’s financial statements. Stated simply, an accountant preparing financial statements would need to know the amount of revenue received, not the terms under which that revenue was received.

The circuit court did rely on communications between Appellant and its members mentioning the gate fees, specifically how the gate fees are a source of revenue for the community. These communications acknowledging Appellant receives revenue from gate fees does not establish that the contract giving the right to those fees was used to prepare the financial statements for Appellant. Accordingly, there is no reasonable factual support for the circuit court’s finding the Gate Pass Agreement was used to prepare financial statements and, therefore, the circuit court abused its discretion in finding the Gate Pass Agreement was an accounting record under the Act.

Because, under either a de novo review or abuse of discretion standard, the circuit court erred in finding the Gate Pass Agreement was an accounting record, this Court should grant the petition for rehearing and reverse the circuit court.

IV. This Court misapprehended or overlooked that the circuit court’s decision compelling production of the Gate Pass Agreement under Rule 37, SCRCF, would render the language in the Act a nullity and could not have been what the legislature intended.

This Court found “no impropriety by the circuit court” in treating the complaint as a motion to compel the production of documents. To reach that decision, the Court relied on the abuse of discretion standard and cases mentioning that the relief requested in a motion is important, not necessarily the name.

First, by compelling the Gate Pass Agreement under the discovery rules, the circuit court rendered language in the Act superfluous or a nullity. The scope of a member’s access to a nonprofit corporation’s documents is limited to specifically named documents, and there are differing standards for obtaining access. For documents like accounting records, the member must demonstrate a good faith and proper purpose. On the other hand, the scope of discovery is broad and not limited to specific documents, allowing a party to obtain any relevant information that is not privileged. Further, the standard is lower—discovery is not objectionable as long as it is reasonably calculated to lead to the discovery of admissible evidence.

If a nonprofit corporation member can access documents through the discovery standard when bringing a suit to obtain documents under the Act, it relieves the member of the burden in the Act to establish a good faith and proper purpose to obtain certain documents. This is precisely what the circuit court’s ruling allows and it renders the language setting out the member’s burden superfluous.

Furthermore, a tenet of statutory interpretation is that a specific statute controls over a general statute. *See Wooten ex rel. Wooten v. S.C. Dep't of Transp.*, 333 S.C. 464, 468, 511 S.E.2d 355, 357 (1999); *Atlas Food Sys. & Servs., Inc. v. Crane Nat'l Vendors Div. of Unidynamics Corp.*, 319 S.C. 556, 558, 462 S.E.2d 858, 859 (1995); *see, e.g., James v. S.C. Dept. of Transp.*, 393 S.C. 440, 449, 711 S.E.2d 919, 924 (Ct. App. 2011) (finding Rules 26 and 30 of the South Carolina Rules of Civil Procedure conflicted with regard to payment for a witness's time and that the more specific Rule 26 controlled, reversing the circuit court's award of expert fees for an abuse of discretion). Of course, all tenets of statutory interpretation are designed to determine legislative intent. Thus, the legislative intent is that a more specific statute will control over a general one.

Here, the Nonprofit Corporation Act statute is much more specific than the discovery rules. The statute applies to a limited class of persons versus the generally applicable scope of discovery rules that apply to all litigants. The statute lists specific documents to which a member may have access versus the broad scope of discovery for any relevant information. The statute imposes two specific burdens for a member to establish depending on the type of document sought versus the general discovery burden that discovery is not objectionable if it is reasonably calculated to lead to the discovery of admissible evidence. Because the statute in the Act is much more specific than the general discovery rules, it should control over the discovery rules and the circuit court should not have compelled production under Rule 37, SCRPC.

While it is true the statute expressly states it does not affect a member's right to inspect records to the same extent as a litigant, or the court's power to compel records for examination, the circuit court's ruling and reliance on these sections has the effect of eviscerating the language in the statute requiring the member to meet a specific burden to access records. Instead, the purpose of this language is meant to permit the court to compel production of corporate records

when a member is in litigation with the corporation on a claim *other than* that for access to documents under the Act. This distinction makes sense because the discovery standard applies when a member is suing a corporation for some type of malfeasance and requires relevant corporate records to establish that malfeasance. The Act's language stating the statute does not alter a litigant's rights or the court's power to compel cannot be read to relieve a member of the member's burden under the Act to establish entitlement to review records.

Finally, this Court relied on cases suggesting that pleadings and motions should be treated based on substance and effect rather than name, finding the circuit court did not err in treating the complaint as a motion to compel. The cases relied on, however, are distinguishable. *Mickle* involved a "motion for summary judgment" that the court considered as a motion to limit the issues for trial to the amount of damages awarded if liability was established based on the request in the motion. *Mickle v. Blackmon*, 255 S.C. 136, 140, 177 S.E.2d 548, 549 (1970). *Richland County* involved a "request for writ of mandamus" that, for the purpose of determining the standard of review, the court considered a request for an injunction because the relief requested was to require private parties to perform an action. *Richland Cnty. v. Kaiser*, 351 S.C. 89, 94, 567 S.E.2d 260, 262 (Ct. App. 2002). This case involved a direct action under the Act for access to documents. There was no need to construe the complaint as a motion to compel when the relief requested was based on the Act.

Regardless, even if the court examined the substance of the requested relief as opposed to the name given, it would support a finding that the discovery rules did not apply. According to the complaint and application for inspection, the substance of the relief requested was access to the Gate Pass Agreement. Respondent was not attempting to discover relevant information, i.e., "evidence having any tendency to make the existence of any fact that is of consequence to the

determination of the action more probable or less probable than it would be without the evidence.” Rule 401, SCRE. Instead, Respondent’s sole purpose and goal was to get access to the Gate Pass Agreement, as opposed to using the Gate Pass Agreement to make some fact of consequence to the action more or less probable. Thus, even applying the principle of examining the substance and effect of the relief requested, it supports applying the standard under the Act because that is what was requested.

Because this Court misapprehended that the circuit court’s ruling relying on the rules of discovery to compel production renders language in the Act superfluous and cannot be what the legislature intended with the specific Act, this Court should grant the petition for rehearing and reverse the circuit court’s order.

Conclusion

Respondent respectfully requests this Court grant the petition for rehearing and reverse the circuit court’s decision because this Court mistakenly applied a deferential standard of review when the appeal involved statutory interpretation that is subject to de novo review. But under either standard, de novo or abuse of discretion, the circuit court erred in finding the Gate Pass Agreement was a bylaw and accounting record. Further, compelling production under the discovery rules was error because the more specific Act controls and applying the discovery rules renders language in the Act superfluous, which is not what the legislature intended.

This 6th day of June, 2024.

Signatures on following page

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THE STATE OF SOUTH CAROLINA
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APPEAL FROM BEAUFORT COUNTY
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Brooks P. Goldsmith, Circuit Court Judge
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Appellate Case No. 2020-001500

Dana Advocaat, both individually and as Trustee of the Advocaat
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v.

Community Services Associates, Inc.....Appellant.

PROOF OF SERVICE

I certify that I have served *Appellant's Petition for Rehearing*, upon the parties below by
electronic mail only, on June 6, 2024, addressed as follows:

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[SIGNATURE PAGE TO FOLLOW]

This 6th day of June, 2024.

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Jun 06 2024

SC Court of Appeals

June 6, 2024

EMAIL and REGULAR U.S. MAIL

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Re: Dana Advocaat v. Community Services Associates, Inc, *et al.*
Appellate Court Case No.: 2020-001500
Beaufort County Case No.: 2020-CP-07-00768
CSVL File No.: 4610-60386

Dear Ms. Kitchings:

Enclosed for filing, please find a *Appellant's Petition for Rehearing* in this case. By copy of this letter, we are providing a copy of the Petition to all counsel of record. If anything further is required at this time, please advise. A hard copy will follow in the mail, together with our check for the \$50.00 filing fee.

Sincerely,

s/Skyler C. Wilson

DOUGLAS W. MACKELCAN
SKYLER C. WILSON

SCW:tjr

Enclosures

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