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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Commons Pleas

Hon. Dale E. Van Slambrook, Master In Equity

Case No. 2023-CP-08-1531
Appellate Case No.: 2024-000867

Michael L. Woods.....Appellant

vs.

Wyman Jean Woods, Jr., Trustee of the Wyman and Marguerite Woods Family Trust utd 01/16/98..... Respondent

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INITIAL BRIEF OF RESPONDENT

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STATEMENT OF ISSUES ON APPEAL

1. **HAS APPELLANT ABANDONED THE ISSUES HE RAISES ON APPEAL BY NOT CITING ANY AUTHORITY FOR HIS POSITION?**

2. **DOES THE RECORD SUPPORT THE FINDINGS AND CONCLUSIONS OF THE PROBATE COURT AND THE MASTER IN EQUITY?**

STATEMENT OF THE CASE

The parties are the only living adult sons of Wyman and Marguerite Woods. Wyman and Marguerite Woods established a trust dated January 16, 1998, ("Trust"). The Trust was amended twice, first on June 4, 2010 and second on October 10, 2011. (ROA_____.)

Marguerite Woods died on April 13, 2012 and Wyman Woods died on June 22, 2020. Upon the death of Wyman Woods, Respondent became the sole successor trustee of the Trust per the Second Amendment. (ROA _____.)

The parties agree that they are bound by the Trust instrument, as amended, and its terms are not in dispute. (ROA_____). There has been no challenge to the Trust itself.

The parties are equal beneficiaries of the Trust. (ROA_____).

The Trust expressly declares that all assets of the Trustors whenever acquired are held in the Trust. (ROA_____). The Trust provides for no exceptions.

The parties' disagreement is about money and what each is entitled to receive. (ROA_____).

The matter was tried before the Berkeley County Probate Court by way of a full evidentiary hearing on November 8, 2022.

A Final Order was entered by the Honorable Keith Kornahrens, Probate Judge, on April 17, 2023. (ROA_____).

In his Final Order the Probate Court declared, determined and concluded, *inter alia*, as follows:

- Defendant's [Respondent's] Accounting #2, dated November 7, 2022 is a full, complete and accurate accounting of the monies in and monies out of the Farmers and Merchants Bank account as of October 17, 2022.
- The Bank of America accounts were multi-party accounts as of January 30, 2017.
- There is no evidence before me of any intent by Wyman Woods to change his absolute ownership of all monies in the Bank of America accounts during his lifetime in proportion to his contributions, which was 100%.
- Plaintiff [Appellant] withdrew monies from the Bank of America during the lifetime of Wyman Woods for non-Trust uses without authority.
- The language of the Trust cited above and otherwise is plain and specific by its terms that the Bank of America monies were Trust assets.
- The sum of $129,424.17, which is the combination of the receipts by the Plaintiff from the Bank of America accounts and the monies he received directly for rent on the Grover Road property is to be chargeable to the Plaintiff's account and shall be an off-set against his distributive share.
- After considering the off-sets to be credited to the Plaintiff for the $200,000.00 advanced to him and the $129,424.17 he received, Plaintiff is due an additional distribution of $364,193.18. The additional distribution to the Plaintiff equalizes the total previously advanced to Defendant in the amount of $702,917.32 each.
- The balance remaining in the Farmers and Merchants account of $57,333.80 is to be distributed equally to the parties in the amount $28,666.90 each.
- In total, after credits, allotments and off-sets as herein provided, each party shall receive an "all in" total distribution of $731,584.22.
  (ROA _____).

Appellant appealed the Final Order of the Probate Court to the Circuit Court. The appeal was referred by consent to the Honorable Dale E. Van Slambrook, Master in Equity for Berkeley for entry of a final judgment.

The gravamen of Appellant's disagreement with the Probate Court on appeal to the Master was that he contended (and he continues to so contend in this appeal) that monies on

deposit with the Bank of America were not Trust monies. Respondent disagreed and he continues to disagree.

On the briefs of the parties and upon consideration of the full and ample record before him, the Master determined that the case is essentially one for an accounting, which is equitable in nature and that his standard of review of the Order of the Probate Court was to make findings in accordance with his own view of the preponderance of the evidence *de novo.* (ROA_____).

The Master considered the briefs of the parties and the record from the Probate Court proceedings and issued his detailed Order on April 26, 2024. In his Order the Master recited certain facts which he gleaned from the record. (ROA_____). He said in his Order regarding the factual record… "This Court agrees with the Trial Court and adopts the Findings of Facts set forth above". (ROA _____).

Addressing the Appellant's contention about the BOA signature card, the Master observed in his Order… " … *the signature card in isolation is the only evidence to support his argument. All other evidence is to the contrary therefore, Appellant has failed to present clear and unambiguous evidence to overcome the statutory presumption.*" (emphasis added). (ROA _____).

Upon the Master's analysis of the facts and the law he concluded… "the Probate Court did not err in providing a set off to the Appellant's trust distribution." (emphasis added). (ROA _____). Appellant then noticed his appeal to this Court.

STATEMENT OF FACTS

The Trust is the governing instrument. The parties acknowledge they are bound by its terms. The Trust provides that the parties are equal beneficiaries and distributees of all Trust assets. With regard to the assets of the Trust, it specifically provides:

> a. Page 11, A: After this trust is duly executed, we will execute and deliver all deeds, assignments, bills of sale, written instructions and other legal documents necessary to convey and register all of our assets that we choose to place in trust under this trust to be owned by the trustee(s) of this trust and held and administered under the terms and conditions of this trust. Assets which are evidenced by titles or deeds currently being transferred to the trustee(s) of this trust are listed on Schedule A, which is attached to this trust and made apart of this trust. We hereby transfer to this trust all assets not requiring titles or deeds including but not limited to our furniture, wearing apparel and personal possessions. Additionally, the grantors are now holding and will hold solely and exclusively for and on behalf of such trust the following: any and all properties of all kinds, <u>whether presently owned or hereafter acquired including, without limitation:</u>
>
> > <u>Bank accounts, certificates of deposit, mutual and money market funds of all kinds, securities, agency and custody accounts, notes, and real estate wherever located. (emphasis added).</u>
>
> All such property is hereby transferred to and the same shall be owned by such trust.
>
> This declaration shall apply even though record ownership or title, in some instances, may, presently <u>or in the future</u>, (emphasis added) be registered in the individual name or names of either of us, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.
>
> All assets transferred to the trustee(s) of this trust, <u>whether now or at a later date, shall become part of the trust estate and be subject to all terms and provisions of this trust document</u>. (emphasis added). (ROA_____).
>
> The Trust instrument does not provide for exclusions to the totality of assets.
>
> All assets of the Trust were clearly identified at trial before the Probate Court. (ROA _____.)

At trial it was established that for several years prior to January 30, 2017, Decedent, Wyman Woods, maintained a checking account and a savings account titled in his individual name only at Bank of America.

Based upon the whole record, the trial court determined, and the Master agreed, that funds in said accounts were Trust assets. (ROA_____). Appellant concedes that prior to January 30, 2017, pursuant to the terms of the trust it is undisputed that the Decedent's individual accounts could reasonably be considered trust assets.

On January 30, 2017, Decedent added Appellant to both Bank of America Accounts and designated each account as "joint with right of survivorship." In the process of making said designation, Decedent and Appellant were required to execute Bank of America's standard signature card forms. The bank forms include the following general statement with regard to account ownership:

> A joint account with right of survivorship is the property of each co-owner and payable to either co-owner or the surviving co-owner(s) if a co-owner dies.

It is undisputed that Appellant contributed no monies to the Bank of America accounts at any time and that Decedent, in all instances, contributed 100% of the funds in said accounts. (ROA_____).

At all times after the joint account designation was made, the Bank of America accounts continued to be used for Trust purposes. It is undisputed that expenses associated with all of the real properties owned by the Trust[1], such as property taxes, utility bills, yard maintenance, and other ordinary expenses were paid out of the Bank of America Accounts. (ROA _____).

It is undisputed that, during Decedent's lifetime, from 2017 to 2020, Appellant made multiple distributions from the Bank of America accounts to himself, in the total amount of

[1] There were multiple real estate holdings held in the name of the Trust.

$115,124.17. (ROA_____). It is also undisputed that during the period of 2018 and 2019, Appellant personally received rent payments in the total amount of $14,300.00 from the tenant of a rental property owned by the Trust and converted those funds to himself for his personal use. (ROA_____). The combined total of the monies received by Appellant from those sources is $129,424.17. (ROA_____).

In its analysis, the trial court and the Master applied the statutory presumption of ownership set forth in S.C. Code Ann. § 62-6-201(A), which provides:

> During the lifetime of all parties, an account belongs to the parties in proportion to the net contribution of each to the sums on deposit, unless there is clear and convincing evidence of a different intent. (ROA_____).

The trial court found and the Master agreed that there was "no evidence . . . of any intent by Wyman Woods to change his absolute ownership of all monies in the Bank of America accounts during his lifetime in proportion to his contributions, which was 100%." (emphasis added). (ROA_____).

The trial court found and the Master agreed that Appellant "withdrew monies from the Bank of America [accounts] during the lifetime of Wyman Woods for non-Trust uses "without authority" and ordered that "...the sum of $129,424.17, which is the combination of receipts by the Plaintiff from the Bank of America accounts and the monies he received directly for rent on the Grover Road property is to be chargeable to the Plaintiff's [Appellant's] account and shall be an off-set against his distributive share." (emphasis added). (ROA_____).

Appellant argued before the Probate Court; before the Master and now on appeal on appeal to this Court, without citing any authority, that the signature card forms executed by Decedent and Appellant for the Bank of America accounts alone constitute clear and convincing

evidence of intent sufficient to rebut the statutory presumption of ownership as forth in S.C. Code Ann. § 62-6-201(A).

Respondent has and does vigorously disagree with Appellant's position on the BOA accounts.

STANDARD OF REVIEW

Respondent concurs with Appellant's submittal regarding the standard of review by this court, the same being *de novo* upon the record by the preponderance of the evidence standard.

ARGUMENTS

I. THE ISSUES ASSERTED BY APPELLANT SHOULD BE DEEMED ABANDONED AND SHOULD NOT BE CONSIDERED ON APPEAL BECAUSE THE ARGUMENT RAISED IN APPELLANT'S BRIEF WAS NOT SUPPORTED BY AUTHORITY.

Appellant struggles to cite and does not cite any authority to support his position. He strains credulity by arguing what he wants the law to be, not what the law is—that in his view the BOA signature card trumps the entire body of evidence confirming that at all times the BOA money belonged to the Trust.

"An issue is deemed abandoned and will not be considered on appeal if the argument is raised in a brief but not supported by authority." *Estate of Combis v. Combis*, 439 S.C. 485, 499, 888 S.E.2d 1, 8 (2023) (citing *State v. Lindsey*, 394 S.C. 354, 363, 714 S.E.2d 554, 558 (2011)). *See also Bryson v. Bryson*, 378 S.C. 502, 510, 662 S.E.2d 611, 615 (2008) (same). "South Carolina law clearly states that short, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not presented for review." *Glasscock, Inc. v. U.S. Fid. & Guar. Co.*, 348 S.C. 76, 81, 557 S.E.2d 689, 691 (2001). "When an appellant provides no legal authority regarding a particular argument, the argument is abandoned and the court can decline to address

the merits of the issue." *Mead v. Beaufort Cnty. Assessor*, 419 S.C. 125, 139, 796 S.E.2d 165, 172-73 (2016) (citing *State v. Lindsey*, 394 S.C. 354, 363 (2011)).

In *Combis*, Appellants, in their brief, "make short, conclusory statements concerning the circuit court's alleged error—asserting simply, "Clearly, this was error"—and fail to cite to any relevant legal authority in support of their argument. *Estate of Combis*, 439 S.C. at 499, 888 S.E.2d 1, 8 (2003). There, Appellants cite one case in support of their argument, which the Court of Appeals found to be "irrelevant." *Id.* Therefore, the court found that "Appellants' arguments [were] abandoned on appeal and decline[d] to address the merits of [the] issue." *Id.*

Similarly, in *Mead v. Beaufort Cty. Assessor*, the Assessor asserted an argument that the Administrative Law Court's order violated public policy. In his brief, the Appellant/Assessor "provided no case law on the issue, particularly no case law or other authority on public policy and what constitutes a violation of it." *Id.* Accordingly, court found that "this issue [was] abandoned." *Id.*

Likewise, in the present case, Appellant makes similar conclusory and self-serving statements that "the Signature Card Agreements themselves constitute clear and convincing evidence…" and that "when Decedent executed the new Signature Card Agreements with Bank of America, he altered the ownership of those accounts in a manner that removed them from the Trust's purview….". However, Appellant fails to cite any relevant authority in support of these conclusory statements. Appellant fails to cite any case law whatsoever on the subject of joint accounts except where Appellant unpersuasively attempts to distinguish the present case from *Vaughn v. Bernhardt*, 345 S.C. 196, 547 S.E.2d 869 (2001), a case cited by the Probate Court in its Final Order and affirmed by the Master.

Moreover, Appellant fails to cite any relevant authority regarding what constitutes clear and convincing evidence sufficient to rebut the statutory presumption of ownership under *S.C. Code Ann. § 62-6-103(a)*. Further, Appellant fails to cite any authority supporting his argument that execution of a standard signature card form for a joint account constitutes clear and convincing evidence that the parties contractually altered said statutory presumption of ownership, or that execution of a standard signature card form constitutes an *inter vivos* gift.

Instead, Appellant cites only the *Vaughn* case wherein the Court of Appeals specifically noted that it "does not address what evidence . . . could have [been] presented to overcome the presumption of ownership during the lifetime of the parties as established under section 62-6-103(a) [now section 62-6-201(A)]" (*Vaughn v. Bernhardt*, 339 S.C. 125, 132-33, 528 S.E.2d 82 (2000)), and simply declares, without authority, that the standard signature card forms constitute "express contractual declarations of joint ownership and entitlement to payments" sufficient to alter the statutory presumption of ownership, and that the Decedent's previous execution and revocation of agency appointments constitute "corroborative evidence surrounding the Decedent's clearly apparent knowledge and understanding of agency appointments. . . ."

The Probate Court and the Master each looked at the whole record and were not convinced that the presumption was overcome by Appellant.

Appellant further argues, also without citing any authority, that (1) the terms of the signature card forms constituted a contract of ownership and use between the Decedent, Appellant, and Bank of America; (2) the trial court's conclusions result in the impermissible alteration of the terms of the contracts of account ownership and use; and (3) that the trial court's order offsetting Appellant's final trust distribution by $115,124.17, the amount of funds Appellant withdrew from the Bank of America accounts prior to Decedent's death, should be reversed.

Appellant concedes that the language in the signature card forms makes no distinction with regard to the proportionality of ownership of the funds in the accounts. The signature card forms state that, "[a] joint account with right of survivorship is the property of each co-owner and payable to either co-owner or to the surviving co-owner(s) if a co-owner dies" (ROA_____), but do not specify that the parties, as co-owners, share an "equal and undivided ownership" of all the funds in the accounts. *See* Reporters Comments, S.C. Code Ann. § 62-6-201. As the Court held in *Vaughn*, the statutory ownership presumption set forth in section 62-6-103(a) [now section 62-6-201(A)], is applicable to joint accounts with right of survivorship provisions and a joint owner of an account with right of survivorship who never contributed any funds to the account cannot claim ownership of funds he withdrew from the account during the lifetime of a deceased joint owner who was the sole contributor of funds to the account based on the right of survivorship provision of section 62-6-104(a). *Vaughn*, 345 S.C. at 199, 547 S.E.2d at 870.

Appellant fails to cite any authority to support his conclusion that application of the statutory presumption of ownership to funds held in the joint Bank of America accounts results in the impermissible alteration of terms of the contract between the bank and the owners of the joint accounts, where the contract does not include a provision that the account owners share an equal and undivided ownership interest in all of the account funds.

Accordingly, because Appellant has failed to provide any relevant legal authority regarding this particular argument, the argument should be deemed abandoned.

II. THE TWO LOWER COURT JUDGMENTS WITH REGARD TO THE TRUST'S OWNERSHIP OF THE FUNDS HELD IN THE BANK OF AMERICA ACCOUNTS DURING DECEDENT'S LIFETIME AND TO OFF-SET APPELLANT'S TRUST DISTRIBUTION SHOULD BE AFFIRMED.

Prominent before the Probate Court and the Master was the law on the subject of multi-party accounts. Significant to their analysis is *S.C. Code Ann. § 62-6-103*:

> (a) An account may be for a single party or multiple parties. A multiple-party account may be with or without a right of survivorship between the parties. Subject to *Section 62-6-202(c)*, either a single-party account or a multiple-party account may have a POD designation, an agency designation, or both.
>
> (b) An account established after January 1, 2014, whether in the form prescribed in Section 62-6-104 or in any other form, is either a single-party account or a multiple-party account, with or without right of survivorship, and with or without a POD designation or an agency designation, within the meaning of this subpart, and is governed by this article.

With regard to multiple-party accounts, *S.C. Code Ann. § 62-6-201(A)* provides that "[d]uring the lifetime of all parties, an account belongs to the parties in proportion to the net contribution of each to the sums on deposit, unless there is clear and convincing evidence of a different intent."[2] The Reporter's Comments provide additional guidance with regard to the application of his statutory presumption and state in relevant part:

> This section reflects the assumption that a person who deposits funds in an account normally does not intend to make an irrevocable gift of all or any part of the funds represented by the deposit. Rather, the person usually intends no present change of beneficial ownership. The section permits parties to accounts to be as definite, or as indefinite, as they wish in respect to the matter of how beneficial ownership should be apportioned between them.
>
> Furthermore, accounts with right of survivorship provisions are often set up to allow caretakers to assist elderly people with the management of their finances. *Their financial protection can best be honored by adhering to the statutory presumption. S.C. Code Ann. § 62-6-201 (Reporter's Comments)* (emphasis added).

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[2] While there is no case law in South Carolina on the cited statute, the clear and convincing standard in other contexts is recognized to be a high burden of proof that requires the evidence to produce a firm belief or conviction in the mind of the trier of facts regarding the allegations sought to be established. The standard is higher than a preponderance of the evidence standard used in most civil cases, but lower than the beyond a reasonable doubt standard uses in criminal cases. Overall, the clear and convincing evidence standard is a stringent requirement that necessitates a high level of proof on the allegations of the one having the burden of proof.

This statutory presumption regarding the proportional ownership of funds on deposit in a multiple-party account applies to joint accounts with right of survivorship provisions. *Vaughn*, 345 S.C. at 199, 547 S.E.2d at 870 (holding that "[b]ecause both parties to the Joint Accounts [with right of survivorship provisions] were still living at the time of the transfer, section 62-6-103(a) [now section 62-6-201(A)] dictates the funds removed by Bernhardt belonged to the Decedent at that time."). Furthermore, the South Carolina Supreme Court has recognized that "accounts with right of survivorship provisions are often set up to allow caretakers to assist elderly people with the management of their finances. Their financial protection can best be honored by adhering to the statutory presumption." *Id.* at 200, 547 S.E.2d at 871.

In *Vaughn*, the decedent held joint accounts with right of survivorship provisions, to which she was the sole contributor, with her nephew. *Id.* at 197, 547 S.E.2d 869. Prior to the decedent's death, the nephew/joint account owner withdrew all of the funds from those accounts. *Id.* The South Carolina Supreme Court affirmed the Court of Appeals decision and held that, pursuant to S.C. Code Ann. § 62-6-103(a) (now section 62-6-201(A)), all funds in the joint accounts belonged to the decedent/sole contributor, and the nephew/non-contributing joint account owner was not entitled to the funds he withdrew from the joint accounts during the decedent's lifetime. *Id.* at 199, 547 S.E.2d 869, 870.

Likewise, in the present case, Decedent, the parties' elderly father, held joint accounts with right of survivorship provisions, to which Decedent was the sole contributor, with Appellant. Prior to Decedent's death, Appellant withdrew funds from those accounts for his own personal use. Accordingly, all funds held in the joint account belonged to the Decedent/sole contributor, and the Appellant/non-contributing joint account owner is not entitled to the funds he withdrew during Decedent's lifetime.

The Court in *Vaughn* did not provide an analysis as to what additional evidence would constitute clear and convincing evidence sufficient to overcome the statutory presumption of ownership. In subsequent cases, South Carolina Courts have held that provisions in a will or evidence of a particular financial arrangement between joint account holders was sufficient evidence to alter the statutory presumption of ownership. *Kemp v. Rawlings*, 358 S.C. 28, 37, 594 S.E.2d 845, 850 (2004) (In his will, the decedent gave and bequeathed the joint account funds to the non-contributing joint account owner.); *Gordon v. Busbee*, 397 S.C. 119, 138 (Ct. App. 2012) (Evidence presented regarding a "financial 'arrangement' between [husband and wife joint account owners] [was] at least some other evidence of her intent that he have the monies in the joint account. The jury clearly believed the defense in the case, because it did not find against the estate as to any transfer or cause of action.").

In the present case, the preponderance of the evidence presented supports the Probate Court's decision which was affirmed by the Master. As previously set forth herein, Decedent maintained the Bank of America accounts for years prior to designating Appellant as a joint owner and it is undisputed that Decedent contributed 100% of the funds deposited in those accounts.

Respondent has always contended and two lower courts agreed that under the terms of the Trust, the money in the BOA accounts were Trust assets.

Appellant knows the BOA money was Trust money. He admitted at trial that the funds in the Bank of America accounts were Trust property. (ROA_____). He did so only after being confronted by the plain and unambiguous words of the Trust. Appellant was caught in an irreconcilable conflict on the witness stand. He knew that he could not on the one hand agree, which he did, that the all-encompassing language of the Trust controls and on the other hand argue that the Bank of America accounts were outside of the Trust.

On cross-examination of Appellant by Respondent's attorney at trial before the Probate Court, the following exchange occurred: (ROA_____).

> Q:… if it's true, Mr. Woods, that your parent's intentions which you said was embodied in Plaintiff's Exhibit One [Trust], was that all of his money, all of his money, wherever it was and however it was titled, was all in the trust; I'm going to ask you whether or not you accept that as it relates to the Bank of America records?
> A: As of today and what you have told me, what I've read yes…"
>
> Q: Is it your understanding today that the Bank of America money which is reflected in—
> A: I don't have an argument for that.
> Q: You don't have an argument that's in the trust?
> A: No.

Appellant also admitted he took money from the Bank of America accounts in the total amount $115,124.17, for his own personal use (ROA_____). Further, Appellant admitted at trial that the accounts continued to be used for Trust purposes, including the payment of trust expenses, after he was designated as a joint account owner (ROA_____).

Even though at trial Appellant conceded the Bank of America monies were in the Trust, he argued in his brief before the Master and continues to argue that the standard signature cards executed by Decedent and Appellant in establishing the joint right of survivorship designations on the Bank of America Accounts constitute clear and convincing evidence that Decedent intended to alter the statutory presumption of ownership. Appellant concedes that the language in the signature card forms makes no distinction with regard to the proportionality of ownership of the funds in the accounts.

The signature card forms state that, "[a] joint account with right of survivorship is the property of each co-owner and payable to either co-owner or to the surviving co-owner(s) if a co-owner dies" (ROA_____), but do not specify that the parties, as co-owners, share an

"equal and undivided ownership" of all the funds in the accounts. See Reporters Comments, S.C. Code Ann. § 62-6-201.

As such, unlike a specific provision in a decedent's will (*Kemp*, 538 S.C. at 37, 594 S.E.2d at 850) or evidence presented to a jury regarding a specific financial arrangement between joint account owners (*Gordon*, 397 S.C. at 138), the standard signature card forms required by the bank in the instant case, which contain no specific provision with regard to the proportional ownership of the funds on deposit, would not constitute clear and convincing evidence sufficient to alter the statutory presumption of ownership. This is especially true in light of all of the other evidence presented, as set forth above and as the record will clearly confirm.

The record shows that Decedent, the parties' elderly father[3], added Appellant to his Bank of America accounts and set up the accounts as joint with right of survivorship provisions to allow Appellant, who was acting as a caretaker, to assist with the management of his finances. Accordingly, as the Supreme Court recognized in *Vaughn*, "financial protection can best be honored by adhering to the statutory presumption."

The mere existence of the Bank of America signature card is the basis of Appellant's entire case. His case collapsed at trial. It gained no foothold on appeal to the Master and his argument continues to fail when viewed in the context of the whole record and the applicable law.

CONCLUSION

For the reasons set forth herein, Respondent respectfully submits that the orders of the lower courts should be **AFFIRMED.**

[3] Wyman Woods was ninety-five (95) years old at the time of his death on June 22, 2020.

Respectfully submitted,

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