

APPELLATE PANEL DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

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MAY 13 2022

SC Court of Appeals

W.C.C. FILE NO: 0100434

Emitt R. Gunnells

EMPLOYEE/CLAIMANT,
APPELLANT

VS.

Galey & Lord Industries

EMPLOYER,

AND

Arrowpoint Capital Corporation

CARRIER,
DEFENDANTS/RESPONDENTS,

Appellate Panel Review held in Columbia, South
Carolina, on November 23, 2021 per notices timely
And properly served upon all parties of interest.

Appellate Panel Decision and Order Filed:

May 9, 2022

Claimant/Appellant is represented by Stephen J. Wukela,
Wukela Law Firm.

Defendants/Respondents represented by Vernon F. Dunbar,
McAngus, Goudelock & Courie LLC.

STATEMENT OF THE CASE

Emitt Russell Gunnells, Claimant/Appellant, (hereinafter "Appellant") was employed with Galey & Lord Industries, Employer/Respondent, when he suffered a compensable accidental brain injury on January 14, 2001.

Appellant was in the process of threading a cloth machine when a weighted compensation bar struck his head. Appellant suffered permanent physical brain damage. Appellant also suffered compensable injuries to his cervical spine and shoulders.

Prior to the accident, Appellant had suffered with post-traumatic stress disorder as a result of his military service. The Commission determined Appellant's post-traumatic stress disorder was aggravated by the work-related accident.

By Order dated January 7, 2003, former Commissioner Holly Saleeby Atkins adjudicated Appellant permanent and totally disabled due to permanent physical brain damage. Appellant was awarded lifetime indemnity and medical benefits pursuant to Sections 42-9-10(C) and 42-15-60.

The un-appealed Order of Commissioner Atkins reflect the parties stipulated to an average weekly wage of \$765.97 and a corresponding compensation rate of \$510.65. Pursuant to the Order, Appellant was ordered to be paid a compensation rate of \$510.65 per week for life.

Subsequent to Appellant being adjudicated permanently and totally disabled and entitled to lifetime indemnity and medical benefits, Stephen J. Wukela, Esquire, attorney for Appellant, filed a Form 61 and a Motion to approve a commuted lump sum payment of attorney's fees and costs. In the Motion dated August 13, 2003, Appellant and his attorney asserted the following:

1. Appellant was born on July 17, 1956.

2. Pursuant to the life expectancy tables contained in Section 19-1-150, Appellant's life expectancy was 28.76 years or 1,495.52 weeks as of August 13, 2003.

3. Appellant agreed that the attorney fee contract entitled his attorney to one-third contingency fee.

4. Utilizing the established compensation rate of \$510.65, the total calculated award as of August 13, 2003 was \$763,687.29.

5. The South Carolina Workers' Compensation Commission Claims Examiner calculated the attorney's fee award as totaling \$202,231.41.

6. By Order dated September 23, 2003, the Commission approved the Form 61 Attorney Fee Petition and Motion for the Payment of Attorney's Fees and promulgated an Order approving the requested attorney's fees. The attorney fee payment was deducted from Appellant's lump sum disability award of \$763,687.29 by shortening the period in which disability payments are owed pursuant to Appellant's request.

7. The Order approving the requested attorney's fees specifically states in Ruling of Law No. 8 that:

Pursuant to §42-15-90; R. 67-1207(B)(2), and *Glover by Cauthen v. Suitt Const. Co.*, 458 S.E.2d 535, 318 S.C. 465 (S.C. 1995) (sic), the amount of each temporary total payment the Appellant receives shall not be interrupted and attorney's fee shall be deducted from the end of the award.

Later, through a clerical error and inadvertence, Appellant began receiving weekly permanent partial disability compensation benefits in the amount of \$537.77. As a result, Galey & Lord and Arrowpoint Capital Corporation, Defendants/Respondents have overpaid Appellant \$22,619.16 in permanent indemnity benefits.

Upon discovery of the error, August 3, 2020, Respondents began paying Appellant the correct compensation rate of \$510.65 on August 3, 2020, pursuant to the Order and the law of the case. Arrowpoint Capital Corporation respectfully requested the Commission order and award reimbursement of the overpayment by reducing Appellant's weekly benefits from an amount ranging from \$50.00 to \$150.00 per week until the overpayment of indemnity benefits in the amount of \$22,619.16 has been fulfilled or reimbursed.

In the alternative, Respondents requested that the overpayment is factored into the amount of benefits which are to be paid over Appellant's life expectancy in accordance with Section 19-1-150, which in turn would permit Respondents to shorten and terminate Appellant's indemnity benefits from the designated permanent disability award.

Two motion hearings were conducted in this matter. As a result, the Commission file was thoroughly reviewed along with appellate court holdings and rulings regarding the issues raised.

By Order dated August 16, 2021, Commissioner Melody L. James determined that due to Respondents' inadvertent error, which led to Appellant being overpaid \$22,619.16 in indemnity benefits, Respondents are entitled to receive credit from the end of the disability award. Commissioner James ruled Appellant's objection to obtaining a credit by virtue of deduction from the end of his lifetime award was barred by judicial and equitable estoppel. *Quinn v. Sharon Corp.* 343 S.C. 411, 540 S.E.2d 474 (Ct. App. 2000)

Commissioner James found that because Appellant had previously stipulated Respondents were entitled to a previous credit for the overpayment of temporary total disability compensation benefits in the initial award by virtue of deducting such from the end of

Appellant's lifetime award, his objection to the very same method he previously used was inconsistent and untenable. *Id.*

In reliance upon the initial Order promulgated by Commissioner Atkins dated January 7, 2003, in which credit for overpayment was granted to Respondents by shortening the period of expected payment of lifetime benefits [Exhibit 1]; the arguments made in support of the advanced lump sum payment of attorney's fees as set forth in a Motion dated August 13, 2003 [Exhibit 2]; and the South Carolina Supreme Court's ruling in the case of *Glover by Cauthen v. Suitt Const. Co.*, 318 S.C. 465, 458 S.E.2d 535 (1995), Commissioner James determined the credit of \$22,619.16, could be deducted along with the other credits referenced in the unappealed orders. Specifically, the previous orders have afforded Respondents credits for overpayments of indemnity benefits and advanced lump sum payments at the end of Appellant's lifetime award.

As such, Commissioner James ruled Respondents are entitled to begin taking credit for the advanced payment of attorney's fees and overpayment of indemnity benefits beginning on December 31, 2032, in accordance with the lifetime award as previously established by the Order of Commissioner Atkins and the award and order of attorney's fees in 2003.

Appellant filed a Form 30 dated August 23, 2021, appealing the Decision and Order of Commissioner James to this Honorable Tribunal. On November 23, 2021, this matter was heard by the South Carolina Workers' Compensation Full Commission Appellant Panel [hereinafter "Appellant Panel"]. The Commissioners considered all issues raised on appeal and hereby affirm the Decision and Order of the Hearing Commissioner.

GROUND OF APPEAL

By letter dated August 23, 2021, Appellant filed an appeal asserting the following factual and legal issues and grounds for review:

1. The Single Commissioner erred as a matter of fact and conclusion of law in finding that the Claimant's "lifetime indemnity award ends on or about December 31, 2032; according to the mortality or life expectancy tables."

2. The Single Commissioner erred as a matter of fact and conclusion of law in finding that the Defendants may cease payment of benefits of Claimant's lifetime award on or about December 1, 2023, in order to recoup a credit.

HEARING COMMISSIONER'S FINDINGS OF FACTS

AND CONCLUSIONS OF LAW

1. By virtue of an inadvertent clerical error, Arrowpoint Capital Corporation increased Claimant's permanent disability weekly award from \$510.65 to \$537.77. Claimant's weekly benefits were placed upon an automatic payment plan so as not to cause any undue hardship as a result of missed or untimely payments. As such, the amount of weekly benefits or compensation rate was automatically increased through an error in programming. Thus, the \$27.12 per week in overpayment was not discovered until later. As a result, Claimant has been overpaid \$22,619.16 in benefits.

2. Petitioner is entitled to credit for the overpayment of permanent disability benefits which have been previously established by Order of this Commission. Moreover, pursuant to the theory of unjust enrichment, Section 42-9-210 and Regulation 67-1603(C)(3)(b) provides for the recovery for any overpayment or benefits that were paid and were not owed.

3. Regulation 67-1603 is not applicable with respect to Petitioners' request for relief. Specifically, Regulation 67-1603 requires an agreement by Claimant to the reduction with respect to a compensation rate erroneously paid. Although the undersigned Commissioner finds this theory of recovery for the overpayment or credit from Claimant to be less onerous and more desirable, the language of the Regulation reflects that it is not applicable to the case at bar. To this end, because Claimant does not consent to any deduction of any amount from his permanent disability checks, the undersigned is without recourse to resolve the issue of credit by deducting even the most de minimis amount from his weekly checks.

4. Claimant's objection to a deduction from the end of his lifetime award is barred by judicial and equitable estoppel. *Quinn v. Sharon Corp.*, 343 S.C. 411, 540 S.E.2d 474 (Ct. App. 2000). Claimant stipulated Petitioners were entitled to credit for the overpayment of temporary total disability compensation benefits in a prior workers' compensation hearing. Also, Claimant's requested the advancement of a lump sum to satisfy attorney's fees and costs; and he agreed Petitioners could deduct from the end of the lifetime award the credit extended for the advancement of attorneys' fees and costs.

5. The case of *Glover by Cauthen v. Suitt Const. Co.*, 318 S.C. 465, 458 S.E.2d 535 (1995) held that the South Carolina Workers' Compensation Commission could approve a lump sum award from a lifetime benefits case, which is to be deducted from the end of the Claimant's award. The Court ruled that "the mortality tables provide an adequate basis upon which to determine the present day value" of a lifetime indemnity award. *Id.* at 467 n. 3, 458 S.E.2d at 537 n.3.

6. Claimant's award for lifetime benefits is properly predicated upon his life expectancy pursuant to Section 19-1-150 (life expectancy tables). In the Motion for approval of

attorney's fees dated August 13, 2003, the life expectancy tables reflected Claimant's life expectancy was 28.76 years. Based upon Claimant's date of birth of July 17, 1956, Claimant was 47 years of age in 2003. Thus, the lifetime award is based upon Claimant living until 75.76 years. The Commission calculated the lifetime indemnity award as totaling \$763,687.29, predicated upon payment of 1,495.52 weeks of compensation benefits.

7. Because the award with respect to calculating a lump sum award is predicated upon Claimant surviving until age 75.76, credit must be taken from the end of the award. The lifetime indemnity award ends on or about December 31, 2032, according to the mortality or life expectancy tables.

8. Petitioners have credits of \$4,299.29; \$202,231.41; and \$22,619.16 for a total of \$229,149.86. This amount equates to a credit for which Petitioners are owed which totals 448.74 weeks or 8.629 years. Using a rounded figure of 8 years and 6 months, Petitioners will be able to begin collecting its credit for the advancement of lump sums and the overpayment of temporary and permanent disability benefits once Claimant reaches 67½ years of age. Thus, on or about December 31, 2023, Petitioners can cease payment of benefits until the debt for the credit is fully satisfied. Thereafter, if Claimant is still living, Petitioners are to resume payment of permanent disability benefits until his death.

9. Deducting payment at the end of the award and restarting such in the event Claimant is still alive is equitable, prevents unjust enrichment and is in accordance with the Supreme Court's ruling in the case of Glover by Cauthen v. Suitt Const. Co., *supra*.

RULINGS OF LAW

1. South Carolina Code Ann. §42-9-10 (2021) governs lifetime indemnity awards based upon physical brain damage, paraplegia or quadriplegia.

2. South Carolina Code Ann. §42-9-210 (2021) governs deduction from compensation payments paid when not due and payable.

3. The erroneous increase in weekly payments to Claimant was not gratuitously made but was made in reference to the legal obligation of continued payment of benefits. The increase was the result of an inadvertent error, and constitute grounds for providing Petitioners with repayment for the overpayment of indemnity compensation by shortening the period during which compensation must be paid rather than by reducing the weekly payment amount absent Claimant's consent. See, *South Carolina Code Ann. §42-9-210 (2021)* and *Brittle v. Raybestos-Manhattan, Inc.*, 241 S.C. 255, 127 S.E.2d 884 (1962).

LEGAL ANALYSIS

By Order dated August 16, 2021, Commissioner Melody L. James determined that due to Respondents inadvertent error which led to Appellant being overpaid \$22,619.16 in indemnity benefits, Respondents were entitled to credit for such. Commissioner James ruled that Appellant's objection to obtaining a credit by virtue of deduction from the end of his lifetime award was barred by judicial and equitable estoppel. *Quinn v. Sharon Corp.* 343 S.C. 411, 540 S.E.2d 474 (Ct. App. 2000)

Because Appellant had previously stipulated Respondents were entitled to a previous credit for the overpayment of temporary total disability compensation benefits in the initial award by virtue of deducting such from the end of Appellant's lifetime award, Commissioner James concluded his objection was inconsistent and untenable. *Id.*

In accordance with the South Carolina Supreme Court's ruling in the case of *Glover by Cauthen v. Suitt Const. Co.*, 318 S.C. 465, 458 S.E.2d 535 (1995), Commissioner James determined the credit of \$22,619.16, could be deducted along with the previously un-appealed

orders, which had afforded to Respondents credits for overpayments and advanced lump sum payments at the end of Appellant's lifetime award.

Respondent argued that pursuant to the law of the case as established in the Commission's Orders and by virtue of the position taken by Appellant's counsel with respect to payment of the award of attorney's fees, the recovery of the credit for the overpayment can be accomplished by shortening the period for which Appellant is entitled to benefits.

Respondent had expressed reservations and concerns about the financial impact of shortening the period during which compensation must be paid pursuant to Section 42-9-210. Appellant, however, had previously requested and agreed to shorten the period in which he is to receive indemnity benefits with respect to payment of credit for the overpayment of temporary total. The amount of that credit is \$4,299.29.

In the same manner, Appellant also agreed to shorten the period of his designated disability in order to pay attorney fees and costs. The \$4,299.29 credit, coupled with the advancement of attorney's fees and costs in the amount of \$202,231.41 and the recent overpayment in the amount of \$22,619.16 equates to 448.74 weeks of credit.

In Appellant's Motion for approval of attorney's fees, he stipulated his life expectancy pursuant to Section 19-1-150 was 28.76 years or 1,495.52 weeks on August 13, 2003. According to Section 19-1-150, Appellant is entitled to payment of benefits to age 75.76 years. As of March 29, 2021, Appellant is 64 years of age. Hence, Defendants are statutorily obligated to pay benefits through 2032 until he reaches 75.76 years of age. Thus, the credit must be taken before the end of the award, which is 2032, in order to be fully repaid. Accordingly, Respondents argue that in order to recoup the 448.74 weeks of benefits owed, the deduction or termination of

benefits must begin once Appellant reaches 67 years of age, or specifically on December 31, 2023.

Appellant then objected to Respondent's request that the recovery for the overpayment should be made by shortening the period in which compensation must be paid pursuant to Section 42-9-210. Appellant argues because lifetime benefits are payable for life, no deduction can be taken for the credit for attorney's fees, overpayment of temporary total or overpayment for permanent and total disability benefits.

Appellant argues the Commission is not empowered to convert the Appellant's lifetime award to an award for a fixed period of time from which a deduction can be taken. That is to say, the Appellant argues the Order requires he receive benefits for his "lifetime," i.e. his natural life, not his "statutory life expectancy" pursuant to S.C. Code §19-1-150. Appellant relies Court of Appeals decision in the case of *Floyd v. C.B. Askins and Co.*, 382 S.C. 84 (Ct. App. 2008) in advancing this argument.

In *Floyd*, the injured worker received the lifetime award pursuant to section 42-9-10 for physical brain damage. *Id.* Mr. Floyd died from an unrelated cause before reaching his statutory life expectancy. Mr. Floyd's beneficiaries sought an award of the balance of Floyd's non-vested benefits through his statutory life expectancy. The Court of Appeals disagreed finding the award under S.C. Code §42-9-10 was for Mr. Floyd's natural life not his statutory life expectancy and, therefore, Mr. Floyd's non-vested benefits which had not accrued and abated upon his death.

Appellant argues the Court's holding in *Floyd* makes it clear that the benefits under S.C. Code §42-9-10 are for natural life not statutory life; and therefore, the Commission cannot alter a lifetime award by substituting Appellant's statutory life expectancy for his natural life so that the period can then be shortened pursuant to S.C. Code §42-9-210 to recover overpayments

and advance payments. Appellant's argument simply ignores the fact that the holding of this decision involves payment of non-vested indemnity benefits.

On page 5 of Commissioner Atkins' Order, Appellant stipulated credit could be taken by shortening the period in which compensation must be paid pursuant to Section 42-9-210. Moreover, in the un-appealed Order and Finding of Fact No. 9 as is reflected on pages 25 and 26 of the Order, Commissioner Atkins found Respondents were entitled to credit for an overpayment of temporary total disability compensation benefits "by shortening the period during which compensation must be paid and not by reducing the amount of the weekly benefit." This finding was further reiterated in Ruling of Law No. 6 on page 27 of the Order.

There is no doubt the permanent lifetime indemnity award was calculated based upon the life expectancy tables and Appellant living until approximately 75.76 years of age. This calculation constitutes the lifetime indemnity award of \$763,687.29; and the award is the basis of the award of attorney's fees and costs. Therefore, Respondents argue the additional credit stemming from the overpayment of permanent disability benefits can be taken from the award by shortening the period in which disability benefits are due.

A. Legal Precedence Supports the Hearing Commissioner's Findings of Fact and Conclusions of Law.

The case of *Glover by Cauthen v. Suitt Const. Co.*, 318 S.C. 465, 458 S.E.2d 535 (1995) held that the South Carolina Workers' Compensation Commission could approve a lump sum award from a lifetime benefits case, which is to be deducted from the end of the Appellant's award. The Court ruled that "the mortality tables provide an adequate basis upon which to determine the present day value" of a lifetime indemnity award. *Id.* at 467 n. 3, 458 S.E.2d at 537 n.3.

Appellant's award for lifetime benefits is properly predicated upon his life expectancy pursuant to Section 19-1-150 (life expectancy tables). In the Motion for approval of attorney's fees dated August 13, 2003, the life expectancy tables reflected Appellant's life expectancy was 28.76 years. Based upon Appellant's date of birth of July 17, 1956, Appellant was 47 years of age in 2003. Thus, the lifetime award is based upon Appellant living until 75.76 years. The Commission calculated the lifetime indemnity award as totaling \$763,687.29, predicated upon payment of 1,495.52 weeks of compensation benefits.

Because the award with respect to calculating a lump sum award is predicated upon Appellant surviving until age 75/76, credit must be taken from the end of the award. The lifetime indemnity award ends on or about December 31, 2032, according to the mortality or life expectancy tables.

APPELLATE PANEL'S FINDINGS OF FACT

The Appellate Panel hereby affirms the findings of the Hearing Commissioner and makes the following findings of fact:

1. By virtue of an inadvertent clerical error, Arrowpoint Capital Corporation increased Appellant's permanent disability weekly award from \$510.65 to \$537.77. Appellant's weekly benefits were placed upon an automatic payment plan so as not to cause any undue hardship as a result of missed or untimely payments. As such, the amount of weekly benefits or compensation rate was automatically increased through an error in programming. Thus, the \$27.12 per week in overpayment was not discovered until later. As a result, Appellant has been overpaid \$22,619.16 in benefits.

2. Respondent is entitled to credit for the overpayment of permanent disability benefits which have been previously established by Order of this Commission. Moreover,

pursuant to the theory of unjust enrichment, Section 42-9-210 and Regulation 67-1603(C)(3)(b) provides for the recovery for any overpayment or benefits that were paid and were not owed.

3. Regulation 67-1603 is not applicable with respect to Respondents' request for relief. Specifically, Regulation 67-1603 requires an agreement by Appellant to the reduction with respect to a compensation rate erroneously paid. Although the undersigned Commissioners find this theory of recovery for the overpayment or credit from Appellant to be less onerous and more desirable, the language of the Regulation reflects that it is not applicable to the case at bar. To this end, because Appellant does not consent to any deduction of any amount from his permanent disability checks, the undersigned are without recourse to resolve the issue of credit by deducting even the most de minimis amount from his weekly checks.

4. Appellant's objection to a deduction from the end of his lifetime award is barred by judicial and equitable estoppel. *Quinn v. Sharon Corp.*, 343 S.C. 411, 540 S.E. 2d 474 (Ct. App. 2000). Appellant stipulated Respondents were entitled to credit for the overpayment of temporary total disability compensation benefits in a prior workers' compensation hearing. Also, Appellant's requested the advancement of a lump sum to satisfy attorney's fees and costs; and he agreed Respondents could deduct from the end of the lifetime award the credit extended for the advancement of attorneys' fees and costs.

5. The case of *Glover by Cauthen v. Suitt Const. Co.*, 318 S.C. 465, 458 S.E.2d 535 (1995) held that the South Carolina Workers' Compensation Commission could approve a lump sum award from a lifetime benefits case, which is to be deducted from the end of the Appellant's award. The Court ruled that "the mortality tables provide an adequate basis upon which to determine the present day value" of a lifetime indemnity award. *Id. at 467 n. 3, 458 S.E.2d at 537 n.3.*

6. Appellant's award for lifetime benefits is properly predicated upon his life expectancy pursuant to Section 19-1-150 (life expectancy tables). In the Motion for approval of attorney's fees dated August 13, 2003, the life expectancy tables reflected Appellant's life expectancy was 28.76 years. Based upon Appellant's date of birth of July 17, 1956, Appellant was 47 years of age in 2003. Thus, the lifetime award is based upon Appellant living until 75.76 years. The Commission calculated the lifetime indemnity award as totaling \$763,687.29, predicated upon payment of 1,495.52 weeks of compensation benefits.

7. Because the award with respect to calculating a lump sum award is predicated upon Appellant surviving until age 75.76, credit must be taken from the end of the award. The lifetime indemnity award ends on or about December 31, 2032, according to the mortality or life expectancy tables.

8. Respondents have credits of \$4,299.29; \$202,231.41; and \$22,619.16 for a total of \$229,149.86. This amount equates to a credit for which Respondents are owed which totals 448.74 weeks or 8.629 years. Using a rounded figure of 8 years and 6 months, Respondents will be able to begin collecting its credit for the advancement of lump sums and the overpayment of temporary and permanent disability benefits once Appellant reaches 67½ years of age. Thus, on or about December 31, 2023, Respondents can cease payment of benefits until the debt for the credit is fully satisfied. Thereafter, if Appellant is still living, Respondents shall resume payment of permanent disability benefits until his death.

9. Deducting payment at the end of the award and restarting such in the event Appellant is still alive is equitable, prevents unjust enrichment and is in accordance with the Supreme Court's ruling in the case of *Glover by Cauthen v. Suitt Const. Co.*, *supra*.

APPELLATE PANEL'S CONCLUSIONS OF LAW

1. South Carolina Code Ann. §42-9-10 (2021) governs lifetime indemnity awards based upon physical brain damage, paraplegia or quadriplegia.

2. South Carolina Code Ann. §42-9-210 (2021) governs deduction from compensation payments paid when not due and payable.

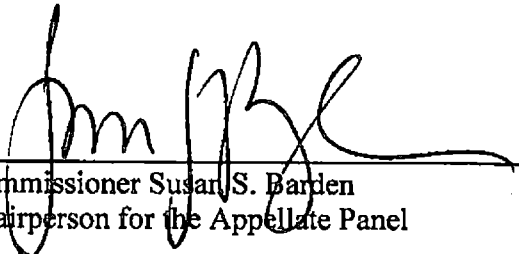
3. The erroneous increase in weekly payments to Appellant was not gratuitously made but was made in reference to the legal obligation of continued payment of benefits. The increase was the result of an inadvertent error, and constitutes grounds for providing Respondents with repayment for the overpayment of indemnity compensation by shortening the period during which compensation must be paid rather than by reducing the weekly payment amount absent Appellant's consent. *See, South Carolina Code Ann. §42-9-210 (2021) and Brittle v. Raybestos-Manhattan, Inc., 241 S.C. 255, 127 S.E.2d 884 (1962).*

ORDER

IT IS HEREBY ORDERED that Respondents shall cease payment of permanent disability benefits beginning on December 1, 2023, until credit for the advancement of the attorney's fees and costs, credit for the overpayment of temporary total and permanent disability compensation benefits are fully paid.


IT IS FURTHER ORDERED that if Appellant is living past the date of the calculated award for credit or after Respondents have been fully reimbursed, Respondents shall resume payment of weekly indemnity benefits in the amount of \$510.65 until Appellant's death.

AND IT IS SO ORDERED.

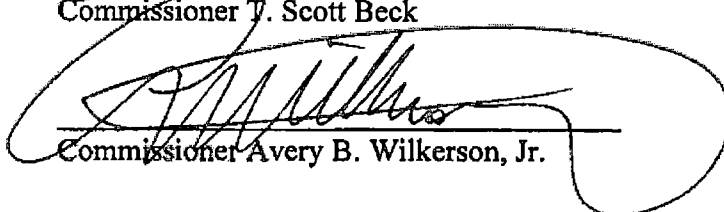


Commissioner Susan S. Barden
Chairperson for the Appellate Panel

WE CONCUR:



Commissioner T. Scott Beck



Commissioner Avery B. Wilkerson, Jr.

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).

By Valerie Deller on May 9, 2022