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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE WORKERS' COMPENSATION COMMISSION
The Honorable Aisha Taylor, Commissioner

Appellate Case No. 2024-000533
S.C. W.C.C. File No. 1112328

Samuel Rose, Claimant,

v.

JJS Trucking and Chris Thompson Services (Statutory Employer),

and

Bridgefield Casualty Insurance Co. (Carrier for Statutory Employer)
and
South Carolina Uninsured Employers' Fund, Carriers, Defendants,

of which Chris Thompson Services and
Bridgefield Casualty Insurance are the Appellants,

and South Carolina Uninsured Employers' Fund is the Respondent.

RETURN TO PETITION FOR REHEARING

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The Appellants, Chris Thompson Services and Bridgeford Casualty Insurance, respectfully contend that the unpublished Opinion of the South Carolina Court of Appeals dated March 25, 2026 (2026-UP-135), properly determined that the Appellants have satisfied all requirements of S.C. Code Ann. § 42-1-415 and S.C. Code Reg. 67-415 and; therefore, the Appellants are entitled to immediately transfer liability for Samuel Rose's workers' compensation claim to the Uninsured Employers' Fund ("UEF") as a matter of law. In their Petition for Rehearing, the UEF has failed to demonstrate that any issue that was overlooked or misapprehended by the Court of Appeals in reaching this decision and otherwise failed to preserve for review several issues that are only summarily raised without citation of authority. Accordingly, the Appellants respectfully request that the Petition for Rehearing be denied pursuant to Rule 221(a), S.C.A.C.R., and for the reasons set forth more particularly below.

Arguments

I. The Court of Appeals properly determined that the Appellants satisfied all requirements for documenting insurance under S.C. Code Ann. § 42-1-415 and S.C. Code Reg. 67-415 without "misapprehending" any legal authority.

According to the UEF, the holding of Hopper v. Terry Hunt Construction, 383 S.C. 310, 680 S.E.2d 1 (2009), somehow created new substantive legal requirements for compliance with S.C. Code Ann. § 42-1-415 and the Court of Appeals "misapprehended" these requirements. "Of course the courts have no right to make the law," and the Hopper court did not purport to exceed its authority in this regard. Spillers v. Griffin,

109 S.C. 78, 95 S.E. 133, 134 (1918). Instead, a divided court in Hopper merely ruled that there was "*substantial evidence* in the record to support the commission's *finding*" under S.C. Code Ann. § 42-1-415. *See* 383 S.C. 310, 315, 680 S.E.2d 1, 3 (emphasis added). The Hopper majority noted that it was constrained to "affirm the findings of fact made by the full commission if they are supported by substantial evidence." 383 S.C. 310, 314, 680 S.E.2d 1 (internal citations omitted). Therefore, Hopper is a "substantial evidence" case, necessarily deferential and limited to its own facts, and does not mandate any new legal requirements with which the Appellants must comply.

Unlike Hopper, the present case turns not on substantial evidence, but on a question of law. *See* Davaut v. Univ. of S.C., 418 S.C. 627, 632, 795 S.E.2d 678, 681 (2016) (holding that where the operative facts are not in dispute, the Court is free to decide a case as a matter of law, unconstrained by the "substantial evidence" standard of review) (internal citations omitted); *see also* S.C. Code Ann. § 1-23-380(5). In properly reversing the Workers' Compensation Commission based on an error of law, the Court explained that,

> "[i]n conjunction with section 42-1-415, the workers' compensation commission clarified that '[t]he ACORD Form 25-S, Certificate of Insurance, as issued by the insurance carrier for the insured, is acceptable documentation of insurance, provided the Certificate of Insurance indicates a valid South Carolina address for the insured, is dated, signed and issued by an authorized representative of the insurance carrier for the insured."

Applying this law to the undisputed evidence, the Court properly concluded that the Appellants "satisfied the requirements of section 42-1-415 and Regulation 67-415, and the Commission erred in holding that Appellant was not entitled to transfer liability." *See* Barton v. Higgs, 381 S.C. 367, 371, 674 S.E.2d 145, 147 (2009) (requiring that the court reject a decision of the Commission where it is clearly contrary to its own regulation).

In addition, the present case is easily distinguished from Hopper v. Terry Hunt Construction both factually and legally. Whereas Hopper concerned a Georgia subcontractor with a Georgia address, a Georgia higher tier contractor/certificate holder with a Georgia address, a Georgia worker's compensation policy providing coverage for employees in Georgia, and a certificate of insurance that "has 'Georgia' on its face and ... no indication on the certificate ... that there was an all - states endorsement;" the present case involves a South Carolina subcontractor with a South Carolina address, a South Carolina higher tier contractor/certificate holder with a South Carolina address, a South Carolina workers' compensation policy providing coverage for employees in South Carolina, and a Certificate that repeatedly references "South Carolina" on its face -- without any reference to, or suggestion of, business or coverage in any other state.

In addition to these significant factual distinctions, the present case is governed by a new regulation promulgated in 2010, after Hopper was decided. Under this new governing regulation, S.C. Code Reg. 67-415, additional requirements are imposed on out-of-state employers like the one involved in Hopper:

> "[f]or an out-of-state employer, the ACORD Form 25-S is acceptable, provided the authorized representative of the insurance carrier for the

> insured affirms the following in an accompanying statement: South Carolina is a named state in section 3A or 3C of the declaration page of the insured's policy."

However, the regulation clarifies that South Carolina employers, like Chris Thompson Services, must only collect an ACORD Form Certificate of Insurance that "indicates a valid South Carolina address for the insured, is dated, signed and issued by an authorized representative of the insurance carrier for the insured." S.C. Code Reg. 67-415. Based on the plain language of this regulation, no further information is required when "the Certificate of Insurance indicates a valid South Carolina address for the insured"[1] and the Court of Appeals properly rejected the Worker's Compensation Commission's arbitrary decision to the contrary. *See* Barton v. Higgs, 381 S.C. 367, 371, 674 S.E.2d 145, 147 (2009).

Not only is a detailed "description of operations" or "locations" on an ACORD Form Certificate of Insurance not necessary to properly document workers' compensation coverage issued to a South Carolina employer based on the plain language of S.C. Code Ann. § 42-1-415 and S.C. Code Reg. 67-415, but such a requirement would

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[1] The UEF charges that the Court's "*opinion creates a new rule ... that ACORD form completeness requirements vary depending on whether parties have a single-project or multi-project relationship, and whether the parties are in-state or out-of-state entities.*" Respectfully, the Court's opinion does no such thing. Instead, the Court has ruled that the actual governing regulation, S.C. Code Reg. 67-415, entitled "Documentation of Insurance," defines the requirements for proper "documentation of insurance" in all circumstances. The distinction between "in-state" and "out-of-state entities" is one created by the plain language of the Regulation alone.

serve no reasonable purpose. That is because the scope of coverage afforded by workers' compensation insurance is mandated by law and not dictated by private contract.[2]

Therefore, the Appellants respectfully contend that the Court of Appeals did not misapprehend Hopper v. Terry Hunt Construction. Instead, the Court of Appeals properly determined that the facts and the law applicable in the present case easily distinguish it from Hopper and properly concluded that the Worker's Compensation Commission erred as a matter of law by misapplying the new governing regulation to the undisputed facts. Because the Appellants satisfied all requirement of S.C. Code Ann. § 42-1-415 and S.C. Code Reg. 67-415 based upon undisputed evidence, the Court of Appeals correctly decided that the Appellants are entitled to immediately transfer

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[2] By certifying workers' compensation coverage for JJS Trucking in South Carolina, Travelers necessarily insured all of JJS's Trucking's operations and all of its employees in the State of South Carolina as a matter of law without the necessity of further explanation or description and any attempt to limit coverage with a detailed description of operations or locations in a Certificate of Insurance would have been void. *See* S.C. Code Ann. § 42-5-70; Kennerly v. Ocmulgee Lumber Co., 206 S.C. 481, 489, 34 S.E.2d 792, 795 (1945) (explaining that "if an employer becomes a subscriber he becomes a subscriber for all purposes as to all branches of one business with respect to all those in his service under any contract of hire," so as to avoid inevitable litigation as to "those protected by the act and those not entitled to benefits"); *see also* Carter's Dependents v. Palmetto State Life Ins. Co., 209 S.C. 67, 76–77, 38 S.E.2d 905, 909 (1946) (holding that "the Legislature did not intend that one should divide his business so that he could accept the benefits of our Workmen's Compensation Act as to one feature of his business and reject it as to another of the same business ... when the company came under the provisions of the Workmen's Compensation Act, they did so as to all employees engaged in executing a part of the general trade, business or occupation of the owner within the meaning of the Workmen's Compensation Act."); *accord* Arthur Larson, LARSON'S WORKERS' COMPENSATION LAW § 151.01(2009) (commenting that because "of the semi-public character of compensation insurance ... if a compensation policy is written at all, the insurer will frequently find that the scope of its liability to employees is taken completely out of the hands of the parties to the insurance contract and dictated by the law of the state").

liability for Rose's workers' compensation claim to the UEF, and the Petition for Rehearing should be denied.

II. The Court of Appeals properly determined that there was a single agreement between Chris Thompson Services and JJS Trucking and that documentation of insurance was properly collected.

According to the Court of Appeals,

> "the uncontroverted evidence showed that Thompson hired JJS to work exclusively on one job—to transport wood chips from the Summerville lumber mill to the Charleston paper mill daily—and that JJS performed the same functions at the same two locations during the entirety of the parties' relationship."

Without citing any evidence to the contrary, the UEF now charges that the Court "misapprehends the nature of the relationship." The UEF further argues, without citation of any legal authority[3], that because the agreement between Thompson and JJS

[3] The Appellants respectfully contend that because the UEF has failed to cite any legal authority for its argument that "each load constituted a separate engagement," the UEF has effectively abandoned this argument, and it is not preserved for review. *See* Transportation Ins. Co. & Flagstar Corp. v. S.C. Second Inj. Fund, 389 S.C. 422, 432, 699 S.E.2d 687, 692 (2010) (holding that where the Second Injury Fund "failed to cite any authority for its position" the issue is deemed abandoned).

was not reduced to writing, each and every load of lumber hauled somehow constituted a new contract, requiring a new Certificate of Insurance.

It is undisputed that JJS averaged "around five loads" per day from the "lumber mill in Summerville" to the "paper mill in Charleston" under the established agreement with Thompson. Therefore, according to the UEF's argument, Thompson was required to obtain an average of five new Certificates of Insurance from JJS each day, totaling more than 3,900 Certificates of Insurance during the course of their relationship over "three plus years." (R. pp.388—389). The Appellants respectfully contend that this argument is absurd.[4] South Carolina courts have recognized parol employment contracts of indefinite duration, like the one that existed between Thompson and JJS, since at least 1938. *See* McGehee v. S.C. Power Co., 187 S.C. 79, 196 S.E. 538, 541 (1938).

Not only does the UEF's argument defy common sense and established law, the UEF fails to cite any evidence to support its allegation that Thompson and JJS actually intended to enter into an average of five or more separate contracts of hire per day, each day, for "three plus years." On the contrary, the evidence is undisputed that the

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[4] Apart from the ignorance of practical business concerns inherent in the UEF's argument, would a reasonable person ever suggest that a worker earning an hourly wage is only employed for a single hour at a time? Of course not. The duration of an agreement is not arbitrarily implied from the basis of compensation, especially when the actual parties to the contract agree to different terms, as they do in the instant case. *See generally* Ecclesiastes Prod. Ministries v. Outparcel Assocs., LLC, 374 S.C. 483, 497, 649 S.E.2d 494, 501 (Ct. App. 2007) (holding that "[i]n construing a contract, the primary objective is to ascertain and give effect to the intention of the parties") (internal citations omitted).

Thompson engaged JJS with a single agreement that did not change at any time during the course of their relationship. (R. p.412, lines 14—17; p.418, line24—p.419, line 2). The fact that JJS Trucking regularly stored its trucks at the lumber mill in Summerville where it performed work for Thompson alone belies the UEF's allegations and evinces that that the agreement between Thompson and JJS was intended to last longer than a single trip from Summerville to North Charleston. (R. p.408, lines 3—13). Based on the admissions and testimony of the actual parties to the contract, as well as their consistent conduct over a period of "three plus years," the law requires that this contract be construed consistent with the intention of the parties that there was but a single engagement and single agreement throughout the course of their relationship. *See* Ecclesiastes Prod. Ministries v. Outparcel Assocs., LLC, 374 S.C. 483, 497, 649 S.E.2d 494, 501 (Ct. App. 2007) (holding that "[i]n construing a contract, the primary objective is to ascertain and give effect to the intention of the parties," *citing* Southern Atl. Fin. Servs., Inc. v. Middleton, 349 S.C. 77, 80–81, 562 S.E.2d 482, 484–85 (Ct.App.2002)); *accord* D.A. Davis Constr. Co., Inc. v. Palmetto Props., Inc., 281 S.C. 415, 418, 315 S.E.2d 370, 372 (1984); Williams v. Teran, Inc., 266 S.C. 55, 59, 221 S.E.2d 526, 528 (1976); RentCo., a Div. of Fruehauf Corp. v. Tamway Corp., 283 S.C. 265, 267, 321 S.E.2d 199, 201 (Ct.App.1984); *see also* Mishoe v. Gen. Motors Acceptance Corp., 234 S.C. 182, 188, 107 S.E.2d 43, 47 (1958) (holding that "[c]ontracts should be liberally construed so as to give them effect and carry out the intention of the parties"). The UEF cites no authority to support the abandonment of well-settled principles of contract law in favor of its unfounded allegations.

After properly characterizing the "uncontroverted" evidence regarding when Thompson engaged JJS, the Court of Appeals properly applied the applicable legal

authority regarding the proper collection of the Certificate of Insurance, including Hardee v. McDowell, 381 S.C. 445, 673 S.E.2d 813 (2009) (holding that the phrase "'engaged to perform work' contained in S.C. Code Ann. § 42-1-415 means each time a subcontractor is actually *hired* to perform work."). In accordance with this authority, the Court of Appeals determined that

> "Thompson's verification of coverage at the beginning of the parties' relationship and annually thereafter met the statute's requirement of verification 'at the time the subcontractor was engaged to perform work.'"

Therefore, the Appellants respectfully contend that the Court of Appeals did not misapprehend the undisputed facts regarding Thompson's relationship with JJS and did not misapply the law with regard to the propriety of Thompson's documentation of insurance for purposes of S.C. Code Ann. § 42-1-415(a). Accordingly, the UEF's Petition for Rehearing should be denied.

III. The Court of Appeals did not "misapprehend" or "rewrite" S.C. Code Ann. § 42-1-415 by giving the words of that statute a reasonable meaning.

S.C. Code Ann. § 42-1-415 states that the Certificate of Insurance must

> "be turned over to the commission *at the time* a claim is filed by the injured employee." (emphasis added).

The legislature did not employ precise language regarding the timeframe required here and words such as "same" or "exact" do not qualify the period of time in which a Certificate of Insurance must be "turned over." In fact, the legislature did not express any intent that this undefined action be "simultaneous" with filing. Of course, the courts cannot add words that the legislature omitted but must presume that if the legislature had intended to require action within an exact period of time, "it doubtless would have said so in no uncertain terms." Kinard v. Moore, 220 S.C. 376, 388, 68 S.E.2d 321, 325 (1951) (internal citations omitted).

While the legislature failed to mandate a specific period of time for turning over a Certificate of Insurance, the legislature did mandate a specific period of time in the same statute by explicitly requiring the UEF to assume claims "within thirty days of a determination of responsibility." Therefore, in accordance with long established canon of construction *"inclusio unius est exclusio alterius,"* the inclusion of a specific time period with respect to the assumption of responsibility by the UEF, necessarily implies that there is no specific time period for the submission of a Certificate of Insurance. Riverwoods, LLC v. County of Charleston, 349 S.C. 378, 384, 563 S.E.2d 651, 655 (2002) (explaining that the "canon of construction *'expressio unius est exclusio alterius'* or *'inclusio unius est exclusio alterius'* holds that 'to express or include onething implies the exclusion of another, or of the alternative.'" (internal citations omitted)).

Undeterred by logic, the UEF argues that § 42-1-415 somehow requires that a putative statutory employer submit a Certificate of Insurance to the Workers' Compensation Commission on the very same day that an injured worker files a claim, despite the fact that this is impossible because the statutory employer is unaware that

such a claim even exists before it is served upon them.[5] The UEF failed to present any legal authority[6] for their interpretation of this vague language, or otherwise elucidate why "at the time" must be defined as "same day," and not the "same hour" or even "same minute" when none of these specific units of "time" are actually specified and each is equally arbitrary in this context.

Respectfully, the Court of Appeals did not "misapprehend" the phrase "at the time," but properly rejected the UEF's argument on the basis that the legislature did not intend "to set up an obstacle that is impossible for employers to overcome." As the Court cogently explained,

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[5] S.C. Code Reg. 67-206 does not require that an injured worker serve his employer or their insurance carrier with notice of a workers' compensation claim. Instead, regulations require that the Commission notify the employer's representative of that a claim has been filed and there is no prescribed deadline for this notification. Here, Rose's claim is dated September 8, 2011, and was the claim was filed on September 14, 2011. (R. p.169). The Commission notified Bridgefield Casualty, JJS Trucking, and the UEF that a claim had been filed by letter dated September 20, 2011, which was sent by U.S. Mail. (R. p.171).

[6] The Appellants respectfully contend that the UEF "failed to cite any authority for its position" in Argument III of the Petition for Rehearing and therefore, the UEF has abandoned the issue of timely submission of the Certificate of Insurance and its should not be reviewed by the Court. Transportation Ins. Co. & Flagstar Corp. v. S.C. Second Inj. Fund, 389 S.C. 422, 432, 699 S.E.2d 687, 692 (2010) (citing First Sav. Bank v. McLean, 314 S.C. 361, 363, 444 S.E.2d 513, 514 (1994) (issue deemed abandoned where appellant failed to provide supporting authority for his assertion) and Eaddy v. Smurfit–Stone Container Corp., 355 S.C. 154, 164, 584 S.E.2d 390, 396 (Ct.App.2003) (holding "short, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not preserved for our review.").

> "[h]owever plain the ordinary meaning of the words used in a statute may be, the courts will reject that meaning when to accept it would lead to a result so plainly absurd that it could not possibly have been intended by the [l]egislature or would defeat the plain legislative intention. If possible, the court will construe the statute so as to escape the absurdity and carry the intention into effect." (*citing* Kiriakides v. United Artists Commc'ns, Inc., 312 S.C. 271, 275, 440 S.E.2d 364, 366 (1994) (internal citations omitted)).

Because the statute does not specify the timeframe for submission of a Certificate of Insurance, the Court of Appeals construed the generally required timeframe to be a reasonable one that could actually effectuate the obvious intent of the legislature to "accomplish something and not to do a futile thing" with the enactment of § 42-1-415. *See* State ex rel. McLeod v. Montgomery, 244 S.C. 308, 314, 136 S.E.2d 778, 782 (1964). Indeed, our Courts have long held that the rules of statutory construction are

> "not violated by giving the words of the statute **a reasonable meaning** according to the sense in which they were intended, and disregarding captious objections and even the demands of exact grammatical propriety."

State v. Firemen's Ins. Co. of Newark, N.J., 164 S.C. 313, 162 S.E. 334, 338 (1931) (emphasis added); quoted with approval by State v. Miles, 421 S.C. 154, 164, 805 S.E.2d 204, 210 (Ct. App. 2017).

Therefore, to "escape the absurdity and carry intention into effect," the Court of Appeals properly construed the phrase "at the time a claim is filed" to mean within a "reasonable" time after a claim is filed. *Id*; *accord* Consumer Advoc. for State v. S.C. Dep't of Ins., 397 S.C. 599, 602, 725 S.E.2d 708, 710 (Ct. App. 2012) (holding that "[a]ny ambiguity in a statute should be resolved in favor of a just, equitable, and beneficial operation of the law") (internal citations omitted). In addition to escaping absurdity in favor of a just operation of the law, the Court's construction is consistent with prior case law, including the South Carolina Supreme Court's interpretation of the identical language of the same statute -- "*at the time* the contractor or subcontractor is engaged to perform work" -- to mean a general period of time and not a specific time constraint.[7] Accordingly, the Petition for Rehearing should be denied.

IV. The UEF's conclusory statements regarding the policy number are not preserved for review.

The Petition for Rehearing contains a two-sentence argument that the Court of Appeals "overlooks" the absence of a policy number on the Certificate of Insurance. The UEF cited no legal authority for this argument, and it should be deemed abandoned on appeal. Transportation Ins. Co. & Flagstar Corp. v. S.C. Second Inj. Fund, 389 S.C. 422,

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[7] In Hardee v. McDowell, the Court looked only to the *month* a contractor is engaged, not an exact day, hour, or minute. *See* 381 S.C. 445, 453, 673 S.E.2d 813, 817 (2009) (explaining that "if a contractor enters into a contract to hire a subcontractor for one job in January and then enters into another contract to hire the subcontractor for a second job in February, the contractor should verify that the subcontractor still has insurance coverage at the time of the February hiring").

432, 699 S.E.2d 687, 692 (2010) (citing First Sav. Bank v. McLean, 314 S.C. 361, 363, 444 S.E.2d 513, 514 (1994) (issue deemed abandoned where appellant failed to provide supporting authority for his assertion) and Eaddy v. Smurfit–Stone Container Corp., 355 S.C. 154, 164, 584 S.E.2d 390, 396 (Ct.App.2003) (holding "short, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not preserved for our review").

Moreover, the Court of Appeals properly addressed and disposed of this argument in its unpublished opinion. As noted by the Court, despite the word "binder" on the Certificate, it "was stipulated by all parties that at the time Thompson received the certificate, the policy was in effect." Perhaps more importantly, S.C. Code Reg. 67-415 does not require a policy number. To the extent that the word "binder" mandated further inquiry by Thompson, the Court's acknowledges that "Thompson called the insurance agent at Swamp Fox to verify JJ's coverage, and the agent confirmed the workers' compensation policy was 'good to go.'" Accordingly, the Court of Appeals did not "overlook" this issue, and the Petition for Rehearing should be denied.

Conclusion

The Appellants, Chris Thompson Services and Bridgefield Casualty Insurance respectfully request that the Court of Appeals deny the Petition for Rehearing filed by the Uninsured Employers' Fund. The UEF's allegations of misapprehension by the Court of Appeals are unfounded, and their arguments are otherwise unsupported by any evidence or legal authority. The Appellants respectfully contend that the Court of Appeals properly concluded in its unpublished opinion that they have satisfied all requirements of S.C. Code Ann. § 42-1-415 and S.C. Code Reg. 67-415 with

uncontradicted evidence. Therefore, after nearly 15 long years, the Uninsured Employers Fund should be ordered to immediately assume responsibility for Rose's workers' compensation claim and reimburse the Appellants for all compensation and medical benefits paid to date, with interest, in accordance with the law.

Respectfully submitted,

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April 16, 2026
Mount Pleasant, South Carolina

THE STATE OF SOUTH CAROLINA
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APPEAL FROM THE WORKERS' COMPENSATION COMMISSION
The Honorable Aisha Taylor, Commissioner

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South Carolina Uninsured Employers' Fund, Carriers, Defendants,

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and South Carolina Uninsured Employers' Fund is the Respondent.

PROOF OF SERVICE

The undersigned hereby certifies that a copy of the Return to Petition for Rehearing, filed on behalf of Chris Thompson Services and Bridgefield Casualty Insurance Company, was served on the South Carolina Uninsured Employers' Fund by emailing a copy on this 16th day of April 2026 addressed to counsel of record as follows:

Matthew J. Story, Esq.
matt@cslaw.com

April 16, 2026

Kirsten Leslie Barr

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TRASK
HOWELL
WORKERS' COMPENSATION DEFENSE

Reply to
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April 16, 2026

Via Email Only-ctappfilings@sccourts.org
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
PO Box 11629
Columbia, SC 29211

Re: Samuel A. Rose v. JJS Trucking, LLC/SCUEF and Chris Thompson Services, LLC/Bridgefield Casualty Insurance Company
Appellate Case No.: 2024-000533
W.C.C. File No.: 1112328
Carrier File No.: 0196-943450
Date of Accident: August 10, 2011

Dear Ms. Kitchings:

Enclosed, please find the Return to Petition for Rehearing on behalf of Chris Thompson Services and Bridgefield Casualty Insurance Co. in the above-referenced matter, along with our Proof of Service to counsel for the South Carolina Uninsured Employers' Fund.

Thank you for your time and attention to this matter. Should you have any questions, please do not hesitate to contact me.

Yours very truly,

Kirsten L. Barr

KLB/mkb/les
Enc.
cc: Tracy Hayes, Summit Holdings (w/enc.) (via email only)
Mike Jalovec, Summit Holdings (w/enc.) (via email only)
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