

THE STATE OF SOUTH CAROLINA  
In The Supreme Court

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APPEAL FROM RICHLAND COUNTY  
Appellate Panel, Workers' Compensation Commission

**S.C. Supreme Court**

Opinion No. 5032 (S.C. Ct. App. filed Sept. 5, 2012)

LeAndra Lewis, ..... Petitioner,

v.

L.B. Dynasty Inc., d/b/a  
Boom Boom Room Studio 54, and  
the S.C. Uninsured Employer's Fund, ..... Defendants,

Of whom

The S.C. Uninsured Employer's Fund  
is the ..... Respondent.

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**BRIEF OF PETITIONER**

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## QUESTIONS PRESENTED

- I. Did the Court of Appeals err when it held that LeAndra Lewis, a traveling exotic dancer, was an independent contractor and was therefore *not* entitled to workers' compensation benefits for the injuries she suffered when she was shot while working?
- II. Did the Workers' Compensation Commission err when it held that *if* Ms. Lewis' claim was compensable, the amount of her benefits would only be based on her earnings from the club where she was working when she got hurt?

## STATEMENT OF THE CASE

In July of 2008, LeAndra Lewis was shot in the abdomen while working as a topless waitress and dancer at a Columbia business operated by L.B. Dynasty, Inc. The gunshot arose out of a fight between other people at the club. Ms. Lewis was an innocent bystander.

Ms. Lewis had danced at this particular club before, but she did not dance there regularly. She usually danced at a club in Charlotte 3 or 4 nights a week. Other nights, she would travel to a place of her choosing in either North or South Carolina. (App.p.144).

Ms. Lewis received extensive injuries from the gunshot. She injured her intestines, liver, pancreas, uterus, and a kidney. She filed this workers' compensation case in December of 2008 by requesting a hearing to determine her entitlement to temporary disability benefits and medical treatment. See (App.p.102) (Ms. Lewis' request for a hearing).

L.B. Dynasty has never appeared in this litigation. The South Carolina Uninsured Employers' Fund began defending the case after the Workers' Compensation Commission could not locate insurance coverage for the club or determine whether the club was subject to the Workers' Compensation Act. See (App.pp.278-80) (letters from the commission and the Fund). The Fund answered Ms. Lewis's claim with a general denial. (App.pp.103-05).

A single hearing commissioner denied the claim. (App.p.79). Ms. Lewis appealed, and an appellate panel of the commission affirmed the hearing commissioner. (App.p.93).

The case centers around two issues.

The first issue is whether Ms. Lewis qualifies as an “independent contractor” as opposed to an “employee.” If she is an “employee,” her work-related injuries are compensable under the Workers’ Compensation Act. If she is an independent contractor, she does not have a viable claim.

The second issue relates to the amount of money Ms. Lewis earned while she was working. This question is relevant because it impacts the amount of Ms. Lewis’s benefits if her claim is compensable.

The two orders from the commission are not materially distinguishable. Compare (App.pp.86-92) with (App.pp.95-100). Neither order contains much analysis. Instead, both orders list the evidence and then summarily conclude that Ms. Lewis was not an employee. Both orders also conclude that *if* the claim is compensable, Ms. Lewis’s benefits would be limited to the earnings she received from this particular club. (App.pp.90-91, 99-100).

After the appellate panel denied her claim, Ms. Lewis appealed to the Court of Appeals. The court conducted oral argument and affirmed the commission in a 2-1 decision. (App.pp.1-10) (also at 400 S.C. 129, 732 S.E.2d 662 Ct. App. 2012)).

The majority opinion reasoned that each prong of the four-prong employment test counseled in favor of a finding that Ms. Lewis was an independent contractor and not an employee. The majority also believed that certain other aspects of Ms. Lewis’s work “weigh[ed] heavily” in support of this result. The majority noted that this club did not recruit

Ms. Lewis and that Ms. Lewis could decide for herself when and where to work. The majority saw this as a clear independent contractor relationship. (App.pp.3-7).

The dissent viewed the case very differently. Observing that the employment test focuses on determining who has right to control the worker while he or she is working, the dissenting judge opined that the law deemed Ms. Lewis to be an employee because the evidence suggested that once Ms. Lewis went to work, it was the club—and not Ms. Lewis—who had the ultimate right to direct Ms. Lewis’s activities. The dissent also observed that several courts in other jurisdictions have analyzed similar arrangements and found the relationships to be that of employment. (App.pp.8-10).

Ms. Lewis filed a petition for rehearing. See (App.pp.11-19). This petition was summarily denied, see (App.p.20), and these proceedings followed.

### **ARGUMENT**

There are two reason that this Court should reverse the Court of Appeals.

First, the decision of the Court of Appeals does not correctly apply the employment test. Although Ms. Lewis’s work situation was admittedly unusual, the odd aspects of this arrangement cannot trump the reality that once Ms. Lewis went to work, the management of the club was in complete control of her activities. Ms. Lewis was not hired to perform her own work according to her own methods. She was allowed to work only as long as she subjected herself to the club’s authority. This level of control is inconsistent with independent contract. In the eyes of the law, Ms. Lewis was an “employee.”

Second, denying Ms. Lewis’s request for benefits does violence to the principle that a business is obligated to secure workers’ compensation coverage for any worker who is

helping produce the business's core goods or services. This is commonly known as the "statutory employee" doctrine. Although Ms. Lewis did not work at this club on many prior occasions and she might never have worked there again, she was injured while providing the key ingredient of this club's operation. Patrons go to a topless dancing club to see topless dancers. Denying this claim allows this club and other clubs like it to ignore their statutory obligation to purchase insurance for the workers who are keeping the business open. The law should not condone this activity or create an environment that encourages it.

**I. A faithful application of the employment test leads to the conclusion that the law deems Ms. Lewis to be an "employee."**

As this Court knows, classifying someone as an "employee" or an "independent contractor" involves examining who has the right to control the worker. In employment, it is often said that the hiring party (the employer) has the right to control the worker both in what tasks the worker does and in the manner in which the worker performs them. *Wilkinson ex rel. Wilkinson v. Palmetto State Transp. Co.*, 382 S.C. 295, 299, 676 S.E.2d 700, 702 (2009). If the boss can tell the worker *how* to do the job, that usually signifies employment.

This is different from an independent contractor. An independent contractor is someone who is hired "to do a piece of work according to his own methods." *Chavis v. Watkins*, 256 S.C. 30, 32, 180 S.E.2d 648, 649 (1971). He is generally not subject to anyone's control except as to the "result" of the work. Where employees generally work for wages and are subject to another person's supervision, an independent contractor is generally free to decide how the job will be done, to hire additional workers, and is compensated by the difference between the job's overhead and what he or she receives from the customer.

This is a jurisdictional question, which means that this Court is not bound by the commission's factual findings. Instead, this Court may take its own view of the facts. *Wilkinson*, 382 S.C. at 299, 676 S.E.2d at 702; *Chavis*, 256 S.C. at 32, 180 S.E.2d at 649.

The Court of Appeals observed these principles, and the court also correctly observed that the law evaluates the question of "control" by examining four factors: (1) direct evidence of control/exercise of control; (2) furnishing equipment; (3) method of payment; and (4) the right to fire. (App.p.3) (quoting *Wilkinson*, 382 S.C. at 299, 676 S.E.2d at 702).

Where the Court of Appeals erred was in how it applied these factors to the present circumstances. The only factors that present close questions are "method of payment" and "provision of equipment." Even then, these factors do not point strongly in the direction of classifying Ms. Lewis as an independent contractor. At worst, these points are a "wash."

Under the remaining two factors of the test, Ms. Lewis believes that her case for employment is strong. The record suggests that the club maintained complete control over Ms. Lewis while she was working, and the record further suggests that Ms. Lewis would have been immediately fired if she refused to follow any of the club's directions. This does not describe an independent contractor. It describes an employee.

- i. The "direct evidence of control" factor weighs in favor of employment. The club exercised almost total control over Ms. Lewis when she was working.

When Ms. Lewis showed up to work, she was searched. (App.p.126, lines 3-9). The club required Ms. Lewis to dance on stage, to dance in a specific rotation, and to dance to the music it selected. (App.p.179, lines 1-13; p.207, lines 5-20). Ms. Lewis did not get to decide when to take breaks during her shift or for whom she would dance. The club fined her if she

missed her spot in the dancing rotation, (App.p.207, lines 5-20), and the club required Ms. Lewis to perform a dance if a customer asked her to. (App.p.188, lines 13-22).

The club also required Ms. Lewis to perform certain dances called V.I.P. dances. The club set the minimum price that Ms. Lewis could charge for these dances, and the club took a portion of this fee. (App.p.238, line 22 - p.239, line 20). Ms. Lewis danced under the supervision of the club's "house mom." (App.p.201, lines 5-10). This person "stay[ed] on the girls" and collected the club's cut of a dancer's money. (App.p.201, lines 5-10).

The Court of Appeals focused on whether there was any evidence of the club telling Ms. Lewis *how* to dance. (App.p.3). The court took the view that there was nothing in the record demonstrating that Ms. Lewis would have been required to follow the club's directions if the club had ordered Ms. Lewis to perform in a certain way. *Id.*

With the utmost respect for the Court of Appeals, this view was not sound. Although the evidence suggests that Ms. Lewis could exercise some degree of discretion and creativity with her work, the evidence *also* suggests that her discretion and creativity was subject to a limitation. That limitation was the club's supervision and direction. The club told her when to dance, where to dance, the order of her dance, and how much to charge for a dance. This level of control describes a worker that possesses a job only so long as she abides by the orders her boss gives her. This is inconsistent with independent contract. It is employment, albeit for a specific (and short) term.

As Ms. Lewis wrote in her brief to the Court of Appeals, two cases from other jurisdictions may provide useful illustrations. See (App.pp.41-42). Both of these cases involved entertainers who worked at nightclubs.

In one of the cases, the written agreement between the owner and the performers designated the relationship as one of employment. Despite this designation, the court scrutinized how the parties conducted themselves in practice. The court observed that the owner had paid a flat rate for the performers' services, had no control over the makeup or identity of the performers, and had no knowledge of how the money was divided among them. The court held that the performers and the owner were engaged in a joint enterprise where each was in business for himself. Thus, the injured performer was held *not* to be an employee. See *Schmidlkofer v. Indus. Comm'n*, 61 N.W.2d 862 (Wis. 1953).

In the second case, a nightclub singer was held to be an employee even though the parties' written agreement designated her as an independent contractor. That court emphasized that someone else selected the songs for the singer to perform and that the singer was required to mingle with patrons between her performances. The court wrote:

[the singer's] freedom . . . was so drastically and extensively subordinated to the particular wish and purpose of [the employer] that her real status was manifestly that of an employee and no other.

*Russell v. Torch Club*, 97 A.2d 196, 197 (Hudson County Ct. 1953).

The latter case is like Ms. Lewis's case. Ms. Lewis could generally dance as she wished, but she did so under the club's supervision. The Court of Appeals erred in how it analyzed this factor. The club had total control over Ms. Lewis while she was working.

- ii. The club had the right to fire Ms. Lewis, which suggests that Ms. Lewis was an employee.

It is often said that the power to fire someone is the power to control them. As this Court has previously described, the power to end the relationship without any future liability

is inconsistent with an independent contract relationship. In an independent contract relationship, the contractor generally has the right to complete the project. See, e.g., *Shatto v. McLeod Reg'l Med. Ctr.*, 406 S.C. 470, 481, 753 S.E.2d 416, 422 (2013) and *Tharpe v. G. E. Moore Co.*, 254 S.C. 196, 201, 174 S.E.2d 397, 399 (1970) (describing this principle).

This Court has also described that the “right to fire” can be a difficult standard to evaluate because an owner generally retains some ability to terminate anyone, including an independent contractor. *Shatto*, 406 S.C. at 481, 753 S.E.2d at 422; *Wilkinson*, 382 S.C. at 304, 676 S.E.2d at 704. This factor sometimes warrants lower weight, but it is still relevant.

In the present case, the right to fire factor leans in the direction of employment. Nothing suggests that Ms. Lewis’s interaction with the club was an arms-length negotiation. This workplace agreement was a contract of adhesion, which Ms. Lewis was free to accept (in which case she had a job for the evening) or reject (in which case she did not). Ms. Lewis said that the club had the right to terminate the arrangement for any reason or for no reason at all. See (App.p.239, line 21 - p.240, line 1). The club had no mutual obligations to any of the dancers; a dancer in fact had to pay to leave the club if she wanted to leave before the time the club set for her. (App.p.176, lines 9-18; p.206, lines 1-15). The power to immediately and unilaterally end this relationship indicates nothing if not the fact that the club had the right to tell Ms. Lewis how to do her job. If the club did not like what Ms. Lewis was doing, it had the power to cut her loose.

The Court of Appeals focused its analysis on the fact that this working relationship was for a short duration. (App.pp.6-7). That is not part of the test. It does not matter if Ms. Lewis was working for an hour or a week. What matters is whether the club had the right

to end the job on a whim. While it is perfectly accurate to say that a business has the right to end a contractual relationship if the terms of the agreement are breached, that point is not in dispute. The analysis hinges on the character of the agreement, not its length. If Ms. Lewis's job was subject to the club's discretion, that *does* distinguish this relationship from the circumstances that are typically associated with an independent contractor.

The Court of Appeals also opined that the rules the club imposed on Ms. Lewis required nothing more than her obedience with the law. (App.p.7). Respectfully, this statement is not accurate. The law did not require Ms. Lewis to perform V.I.P. dances, to dance in a rotation, or to dance on a stage. It is true that Ms. Lewis knew she would have to perform these activities, but her prior knowledge does not affect whether the character of this relationship fits in one column or the other. Ms. Lewis knew she was subjecting herself to the club's control. Her self-awareness does not transform her from a subordinate to an equal.

- iii. "Method of payment" is difficult to evaluate because the club did not pay Ms. Lewis. Her money came from customers.

Method of payment is a factor of the employment test because payment on a time basis is a strong indicator of employment and payment on a completed job basis is indicative of an independent contractor. 3 Arthur Larson & Lex K. Larson, *Larson's Workers' Compensation Law*, § 61.06 (2004). An owner who purchases labor by the hour or by the day generally retains the right to insist that the worker's time is being used efficiently. This sort of supervisory authority is usually a call-sign of employment.

This is the most unusual aspect of Ms. Lewis's working arrangement because the club never paid her anything. All of Ms. Lewis's income came from tips she received directly

from customers. In fact, Ms. Lewis had to pay the club a fee in order to dance each evening. (App.p.201, line 17 - p.202, line 13). The amount of this fee was set by the club, and the club also required Ms. Lewis to share a portion of the money she earned with management. (App.p.172, lines 1-3; p.221, line 25 - p.222; line 3; p.239, lines 13-15).

This is not payment by the hour or payment by the job. It does not fit either part of this factor of the common law employment test. But even though this situation was unusual, there are at least two circumstances here that should be instructive.

First, the importance of gratuities to Ms. Lewis's income suggests that the club was dependent on customer goodwill. To protect that goodwill, it follows that the club would retain the right to control Ms. Lewis's work in order to police customer satisfaction.

Second, a United States District Court in the Northern District of Texas examined a similar arrangement and noted that the "key components of profit and loss" for a dancer are the club's cover charge, the price of alcohol, and the atmosphere. All of these things are controlled exclusively by the club. *Reich v. Priba*, 890 F. Supp. 586, 593 (N.D. Tex. 1995). The court observed that "[a]ny profit to the [dancer] is more analogous to earned wages than to a return for risk on capital investment." *Id.* The reality is that the club's management has tremendous influence over a dancer's ability to profit, but it disguises that influence behind the sleight-of-hand that the club never physically hands a dancer any money.

- iv. The "furnishing equipment" factor might not be entitled to controlling weight, but the club *did* furnish Ms. Lewis with equipment.

Furnishing equipment is a factor of the employment test because an owner that has purchased equipment for a worker to use is "naturally" going to retain the right to control

how the worker uses that equipment in order to protect his or her investment. Larson & Larson, *supra* p.9, at § 61.07[2].

Like “method of payment,” it would be reasonable to view this factor of the test as being difficult to evaluate in these circumstances. Ms. Lewis’s job involved next to no equipment. Her responsibilities instead involved being courteous to patrons, serving them drinks, and dancing. As the Court of Appeals observed, there is no practical possibility that a topless waitress (or, for that matter, *any* kind of waitress) would provide her own chairs, tables, or bar glasses. See (App.pp.5-6). Like “method of payment,” it may be tempting initially to declare this factor of little utility.

But here again, there are a couple of aspects of this arrangement that should be instructive.

First, the Court of Appeals appears to have reached the conclusion that because this arrangement was unusual, this counted “against” the finding of an employment. See (App.pp.5-6). It did this with each factor of the employment test. Rather than conclude that this factor or any of the others were of low value or were neutral in these circumstances, the Court of Appeals seemed to take the view that unless the evidence weighed in favor of employment, this counted against Ms. Lewis’s claim.

That view is not faithful to how the test operates. Reasonable doubts are to be resolved in favor of including workers and workplace injuries, not excluding them. While it is fair to say that no dancer is going to supply her own stage, tables, or chairs, it is difficult to see why this practical impossibility weighs *against* Ms. Lewis’s claim to employment. This view puts a thumb on the scale against the claimant. That perspective was not correct.

Second, it ought to say *something* that the only capital investment Ms. Lewis made to work was to show up. This might not be entitled to controlling weight, but in the same way that a restaurant furnishes a waiter or a waitress with almost everything that individual needs in order to do the job, the club provided those same materials to Ms. Lewis. It was impossible for Ms. Lewis to have any earning potential apart from the club. She could not make money unless there was a functioning establishment in operation around her. This makes it hard to view her as someone who is engaged in her own independent business. It looks instead like she is working in a business that is being run by someone else.

Ms. Lewis has openly conceded that this arrangement was unusual. But the novel aspects of this relationship cannot mask the reality that the club maintained complete control over Ms. Lewis while she was working. The club *had* to do this—Ms. Lewis testified that on the night she was shot, there were 20 or 30 other dancers working with her. These workers were the critical component of the club’s operation. The idea that the club did not have the right to control them is too hard to swallow. This Court should hold that the Court of Appeals was not correct. On balance, the control test weighs in favor of employment.

**II. Denying Ms. Lewis’s claim violates the principle that a business is obligated to secure workers’ compensation coverage for any worker who is helping produce the business’s goods or services.**

There are different ways to view the conflict in this case. One way is to characterize the case from Ms. Lewis’s perspective and in terms of her own request for benefits.

From that viewpoint, the question for resolution is whether someone like Ms. Lewis—a topless waitress and dancer—qualifies for coverage if she is hurt while working. The previous section of this brief is devoted to answering that question. The Court may have

a different view, but Ms. Lewis believes that a faithful application of the “control” test leads to the conclusion that she is an employee.

An alternative way to characterize this case is from the industry’s perspective. From that angle, the question is whether it is permissible for a business—in this case, a topless dancing club—to hire 20 or 30 people each evening, to use those people to provide the necessary ingredients for the club’s operation, and to avoid including those people in the business’s workers’ compensation coverage.

The answer to this question is “no.” It is generally *not* permissible for a business to use workers to perform its core operations but fail to procure workers’ compensation coverage for those people. As this Court explained in a decision that was authored many years ago, the General Assembly apparently recognized that allowing an owner to take this sort of action would inevitably result in businesses siphoning people out of the workers’ compensation system by using people labeled as sub-contractors to perform the owner’s trade and business. See *Marchbanks v. Duke Power Co.*, 190 S.C. 336, 343-344, 2 S.E.2d 825, 828 (1939). This is commonly known as the “statutory employee” doctrine and it is codified in sections 42-1-400 to -450 of the South Carolina Code (1985 & Supp. 2013).

South Carolina courts have applied this principle on several occasions. For example, an emergency helicopter pilot was held to *not* be a statutory employee of a hospital because the hospital was in the business of providing healthcare, not transportation. See *Cooke v. Palmetto Health Alliance*, 367 S.C. 167, 624 S.E.2d 439 (Ct. App. 2005). For an example in the other direction, a worker installing machinery at a factory was held to be a statutory employee because the machinery in question was an integral part of the factory’s trade and

because the factory's regular employees had installed similar machinery previously. See *Gentry v. Milliken & Co.*, 307 S.C. 235, 414 S.E.2d 180 (Ct. App. 1992). The lesson of these cases seems plain. A business owner is supposed to provide coverage for everyone who is working to further the essential parts of the business. To the extent that any business does *not* do so, the business is ignoring its obligation under the law.

That is what the club is doing here. Ms. Lewis and her fellow dancers are providing the essential element—public nudity—of this business's operation. The Workers' Compensation Act was written to apply broadly. The statutory definition of "employee" includes "every person engaged in [] employment." S.C. Code Ann. § 42-1-130 (Supp. 2013). The definition excludes "casual employees" from coverage, but only if those employees are not engaged in the business's trade, business, or occupation. *Id.* There does not appear to be any suggestion that this exclusion would apply to Ms. Lewis's case. Ms. Lewis and her co-workers were the reason that this club opened its doors each evening.

Here is the point. This case *is* about Ms. Lewis's quest to receive medical care and benefits for her work-related injury, but it is also about an industry that is acting unlawfully. The Court should not allow this club and others like it to skirt their obligation to insure their workers against workplace injuries. The industry needs to be told to follow the law.

This result is in line with the results from several other jurisdictions. See (App.pp.44-48) (citing and analyzing multiple foreign cases). This Court is not the first court to wrestle with the employment status of a topless dancer. Federal courts have addressed this question in the context of the Fair Labor Standards Act, and courts in other states have addressed the question in the context of their workers' compensation schemes or employment regulations.

These decisions have debunked the suggestions that the itinerant nature of this work or the fact that many clubs never directly pay a dancer any money weigh in favor of finding that a dancer is an independent contractor. *Id.* These decisions also acknowledge that the run-of-the-mill dancer does not possess the “skill” of an independent and professional artisan, and they similarly recognize that the circumstances with the most impact on a dancer’s ability to earn money are circumstances that the club exclusively controls. *Id.* This is an industry that operates on short-term relationships of employment. A dancer can work only so long as a club is willing to retain her. When that time expires, the dancer is out of a job.

**III. The Workers’ Compensation Commission erred when it held that Ms. Lewis’s benefits would only be based on her earnings from the club where she was working at the time of her injury.**

Ms. Lewis included this issue in her petition for a writ of certiorari because she briefed the issue to the Court of Appeals and she believes that the commission’s decision is plainly wrong both as a matter of fact and as a matter of law. See (App.pp.50-53). The Court of Appeals did not reach this issue. The amount of Ms. Lewis’s benefits became irrelevant once the court held that Ms. Lewis was not an employee. See (App.p.7).

In light of the fact that the Court of Appeals did not reach this issue, Ms. Lewis feels she must concede that the prudent course would be for this Court to remand this issue to the Court of Appeals for resolution. See *Shatto*, 406 S.C. at 482, 753 S.E.2d at 421 (remanding an issue that was avoided by the court’s original disposition), see also *5 Star, Inc. v. Ford Motor Co.*, Op. No. 27398 (S.C. Sup. Ct. filed June 11, 2014) (Shearouse Adv. Sh. No. 23 at 21, 28) (same).

## CONCLUSION

The unusual aspects of this working arrangement cannot trump the reality that once Ms. Lewis made the decision to go to work, the management of the club was in complete control of her activities. Also, denying Ms. Lewis's request for benefits does violence to the principle that a business is obligated to secure workers' compensation coverage for workers that provide the business's core goods and services. The decisions below give this business a free pass to ignore the law, and this sort of business does not have any endearing characteristics making it worthy of such a pass.

This Court should reverse. It should hold that the law deems Ms. Lewis to be an "employee" and that the Court of Appeals erred in holding otherwise. Because the Court of Appeals did not reach the question of how to compute Ms. Lewis's earnings, the Court should remand that question for adjudication.

July 30, 2014

Respectfully submitted,

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AUG - 1 2014

THE STATE OF SOUTH CAROLINA  
In The Supreme Court

**S.C. Supreme Court**

APPEAL FROM RICHLAND COUNTY  
Appellate Panel, Workers' Compensation Commission

Opinion No. 5032 (S.C. Ct. App. filed Sept. 5, 2012)

LeAndra Lewis, ..... Petitioner,

v.

L.B. Dynasty Inc., d/b/a  
Boom Boom Room Studio 54, and  
the S.C. Uninsured Employer's Fund, ..... Defendants,

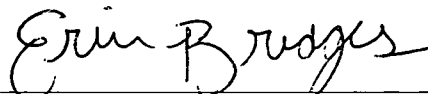
Of whom

The S.C. Uninsured Employer's Fund  
is the ..... Respondent.

**PROOF OF SERVICE**

The undersigned hereby certifies that on the date indicated below she served  
counsel for the Respondent with a copy of the *Brief of Petitioner* by mailing copies of the  
same by United States Mail with first class postage prepaid to the following address:

Lisa C. Glover, Esquire  
State Accident Fund  
P.O. Box 210039  
Columbia, SC 29221-0039



Erin Bridges  
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August 1, 2014