THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

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SC Court of Appeals

R. Markley Dennis, Circuit Court Judge

Case No. 2014-002766

Shipwatch Condominium Association, Inc.,..Appellant,

v.

Carolina Concrete Systems, Inc.; Sisnroy Engineering, LLC, Robert G. Sisnroy, individually; Terrence J. McKelvey; Glasgow Roofing, Inc.; GlassTec, Inc.; Spectech, Inc.; Sonneborn, Inc.; Chimney Sweeps, Inc.; Low Country Chimneys, Inc.; EFCO Corp; W.C. Johnston Architectural Sales, Inc.; Charleston Glass Company, Inc.; First Exteriors, LLC; Acrocrete, Inc.; BASF Corp; Gary Freeman Architect, Inc.; Gary Freeman, individually; ....Defendants,

Of Which Carolina Concrete Systems, Inc.; Sisnroy Engineering, LLC, Robert G. Sisnroy, individually; Terrence J. McKelvey; Glasgow Roofing, Inc.; GlassTec, Inc.; Spectech, Inc.; Sonneborn, Inc.; Chimney Sweeps, Inc.; Low Country Chimneys, Inc.; EFCO Corp; W.C. Johnston Architectural Sales, Inc.; Charleston Glass Company, Inc.; First Exteriors, LLC; Acrocrete, Inc.; BASF Corp; Gary Freeman Architect, Inc.; Gary Freeman, individually; are .... Respondents.

FINAL BRIEF OF RESPONDENT FIRST EXTERIORS, LLC

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STATEMENT OF ISSUES ON APPEAL

I. DID THE TRIAL COURT PROPERLY APPLY RULE 56(C), SCRCP IN CONSIDERING CAROLINA CONCRETE'S MOTION FOR SUMMARY JUDGMENT?

II. DID THE TRIAL COURT PROPERLY APPLY THE DISCOVERY RULE TO THE ACCRUAL OF APPELLANT'S CAUSE OF ACTION IN ITS DETERMINATION THAT CAROLINA CONCRETE WAS ENTITLED TO PARTIAL SUMMARY JUDGMENT AGAINST APPELLANT?

STATEMENT OF THE CASE

This is a construction defects lawsuit involving the Shipwatch condominiums (hereinafter "Project") located on Isle of Palms, South Carolina. The Project was originally constructed in the 1980's. First Exteriors, LLC (hereinafter "First Exteriors") served as a stucco subcontractor during a series of renovations which were performed to the buildings between the years 2002 and 2011. Carolina Concrete Systems, Inc. (hereinafter "Carolina Concrete") served as the general contractor during these repairs and renovations.

Appellant Shipwatch Condominium Association filed the instant lawsuit on June 13, 2012 against Carolina Concrete, First Exteriors, and other entities involved in the renovations. (R. pp. 10-29). A companion case was filed against the same parties on behalf of the individual condominium owners by Oscar Mendiondo as class representative.

On September 12, 2014, Carolina Concrete filed a motion for summary based on the statute of limitations against Appellant. (R. pp. 32 - 33). A memorandum in support of this motion with attached exhibits was filed on October 27, 2014. (R. pp. 36 - 89). Appellant also filed a memorandum in opposition to Carolina Concrete's motion for summary judgment with attached exhibits. (R. pp. 90 - 144). A hearing was held by Judge Dennis on Carolina Concrete's motion for summary judgment on October 27, 2014. At the hearing, counsel for Carolina Concrete presented argument in support of its motion for summary judgment and counsel for Appellant presented argument in opposition. (R. p. 463, line 9 – p. 468, line 12).

The Court issued an oral order granting Carolina Concrete partial summary judgment based on the statute of limitations for any work performed at the Project prior to 2010. (R. p. 467, lines 20 - 22). Judge Dennis signed a Form 4 Order granting Carolina Concrete partial summary judgment, which was filed on October 30, 2014. (R. p. 4). On November 11, 2014, prior to Carolina Concrete's submission of a proposed formal order granting them partial summary judgment, Appellant filed a motion for reconsideration of the Order granting Carolina Concrete Partial Summary Judgment. (R. pp. 145 – 148). On November 21, 2014, Appellant filed a Supplemental Response in Opposition to Carolina Concrete's Motion for Summary Judgment and Memorandum in Support of their Motion for Reconsideration and Rehearing. (R. pp. 151 - 160). On December 1, 2014, the Court issued an Order denying Appellant's Motion for Reconsideration. (R. p. 5).

Appellant filed a Notice of Appeal on December 30, 2014, appealing the Order granting summary judgment in part to Carolina Concrete. (R. p. 243). Appellant filed an Amended Notice of Appeal on January 8, 2015. (R. p. 244). First Exteriors was served with a copy of Appellant's Initial Brief in this matter via U.S. mail on March 4, 2015.

FACTS OF THE CASE

This is a construction defects case involving the Shipwatch condominiums located on the Isle of Palms, South Carolina. The Project includes four EIFS-clad oceanfront buildings which were constructed in the mid 1980's. Appellant filed a lawsuit against the Respondents on June 13, 2012 related to alleged deficiencies in the construction of the Project.

None of the Respondents were involved in the original construction of the Project. In 2002, Carolina Concrete was hired by Appellant as a general contractor to perform various renovations and upgrades to the four buildings, including the partial removal of the EIFS (exterior insulation finish system) cladding and replacement with a DEFS system (Durock wall system). Appellant elected to perform these renovations in a piecemeal approach over a period of several years spanning from 2002 to 2011. First Exteriors acted as a subcontractor of Carolina Concrete and was involved in the partial removal of the original EIFS and replacement with a DEFS system.

For several years prior to the filing of this lawsuit, Appellant was aware that there were issues with the construction of the Project. The below timeline of events highlights Appellant's repeated notice of issues with the construction of the Project:

- July 10, 2006 - Robert Sisnroy, P.E. issued a report to Appellant identifying chronic water intrusion at the sliding glass doors. (R. pp. 78 – 82).
- January 20, 2007 – Shipwatch Building Committee issued a report stating that a number of units on the fourth and fifth floors are experiencing leaking sliding glass doors. (R. pp. 85 – 87).
- March 9, 2007 - Shipwatch HOA Building Report issued acknowledging that past HOA boards have been well aware of a leakage problem with the sliding glass doors. (R. pp. 83 – 84).
- May 10, 2007 - Carolina Concrete issued an Exterior Building Inspection Report to Appellant stating that damage is being caused to new metal studs behind the DEFS from leaks which continue to be a problem at and around the old sliding glass doors. (R. pp. 88 – 89).

- August 23, 2008 – Robert Sisnroy, P.E. issued a report to Appellant titled "Roof Flashing Installation Deficiencies and Exterior Cladding Failure Investigation" which identified evidence of blistering of the DEFS lamina off of the concrete board substrate. Sisnroy reported that this condition was indicative of DEFS failure. Sisnroy also reported raised joint lines in the field of the wall in the areas of the first three floors and cracking of the DEFS on the stair towers. (R. pp. 196 – 202).

Despite repeated notice of construction issues with the Project, Appellant elected not to investigate the extent of the problems or to remove and replace all of the failed building components at that time. Appellant did not engage any engineers to investigate the Project until Sutton Kennerly & Associates, Inc. (hereinafter "SKA") was hired in January 2012. Appellant delayed filing suit until June 13, 2012, or five years and 11 months after Robert Sisnroy, P.E. issued a report to Appellant identifying chronic water intrusion at the sliding glass doors.

ARGUMENT

I. THE TRIAL COURT PROPERLY APPLIED SCRCP 56(C) IN CONSIDERING CAROLINA CONCRETE'S MOTION FOR SUMMARY JUDGMENT.

A. Standard of Review.

In reviewing the grant of a summary judgment motion, the appellate court applies "the same standard which governs the trial court under Rule 56(c), SCRCP: summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law." *Osborne v. Adams*, 346 S.C. 4, 7, 550

S.E.2d 319, 321 (2001) (quoting *Baughman v. American Tel. & Tel. Co.,* 306 S.C. 101, 115, 410 S.E.2d 537 (1991)); Rule 56(c), SCRCP.

B. The trial court correctly applied SCRCP Rule 56(c) in considering Carolina Concrete's motion for summary judgment.

Rule 56(c) of the South Carolina Rules of Civil Procedure provides, "The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP.

"A court considering summary judgment neither makes factual determinations nor considers the merits of competing testimony; however, summary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner." *David v. McLeod Regional Medical Center,* 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006).

Appellant alleges that the trial court failed to apply the proper standard for considering a motion for summary judgment by disregarding the existence of an issue of material fact as to when the Appellant discovered its legal claim against Respondents. This argument lacks merit. Both Appellant and Respondent Carolina Concrete filed memoranda in support of their respective positions regarding Carolina Concrete's motion for summary judgment. At the hearing, Judge Dennis stated, "all memorandum filed in conjunction with this motion are incorporated fully for the purposes of review. And each of you may rely on the memos as submitted." (R. p. 463, lines 3 – 6). The memorandum and exhibits which were filed by Appellant and handed up to the trial court were taken into consideration in the Court's ruling on Carolina Concrete's motion for summary

judgment. (R. p. 463, lines 3 – 6). Additionally, Appellant filed a supplemental response to Carolina Concrete's motion for summary judgment and memorandum in support of its motion for reconsideration. (R. pp. 151 – 160). All of these materials were taken into consideration by the trial court in its ruling.

The applicable statute of limitations for Appellant's causes of action against Respondents is three (3) years. *See* S.C. Code Ann. § 15-3-530. The courts of South Carolina have adopted the "discovery rule" to determine when the statute of limitations begins to run. S.C. Code Ann. § 15-3-535. The discovery rule applies to construction defect cases. *See Brown v. Sandwood Development Corp.*, 277 S.C. 581, 583, 291 S.E.2d 375, 376 (1982). "Under the discovery rule, the statute of limitations begins to run from the date the injured party either knows or should know, by the exercise of reasonable diligence, that a cause of action exists for the wrongful conduct." *True v. Monteith,* 327 S.C. 116, 119, 489 S.E.2d 615, 616 (1997). See also *Dean v. Ruscon Corp.*, 321 S.C. 360, 468 S.E.2d 645(1996); *Barr v. City of Rock Hill,* 330 S.C. 640, 644-645, 500 S.E.2d 157, 160 (Ct. App. 1998). "Furthermore, the statute is not delayed until the injured party seeks advice of counsel or develops a full-blown theory of recovery; instead, reasonable diligence requires a plaintiff to act with some promptness." *Kelly v. Logan, Jolley & Smith, L.L.P*, 383 S.C. 626, 633, 682 S.E.2d 1, 4 - 5 (2009). "A party has constructive notice if the party knows of 'facts and circumstances of an injury [that] would put a person of common knowledge and experience on notice that some right ... has been invaded or that some claim against another party might exist.'" *Barr*, 330 S.C. at 645, 500 S.E.2d at 160 citing *Graniteville Co. v. IH Servs., Inc.,* 316 S.C. 146, 148, 447 S.E.2d 226, 228 (Ct.App.1994) (quoting *Snell v. Columbia Gun Exchange, Inc.,* 276 S.C. 301,

303, 278 S.E.2d 333, 334 (1981)). "Failure of the injured party to comprehend the full extent of damages, however, is immaterial." *Barr v. City of Rock Hill,* 330 S.C. 640, 645, 500 S.E.2d 157, 160 (Ct. App. 1998) citing *Dean v. Ruscon,* 321 S.C. 360, 468 S.E.2d 645; *Dillon County Sch. Dist. v. Lewis Sheet Metal Works, Inc.*, 286 S.C. 207, 332 S.E.2d 555 (Ct.App.1985); *Kelly v. Logan, Jolley & Smith, L.L.P*, 383 S.C. 626, 635 (2009). "The date on which discovery should have been made is an objective, not subjective, question." *Id.* citing *Kreutner v. David,* 320 S.C. 283, 285-86, 465 S.E.2d 88, 90 (1995).

"Statutes of limitations are not simply technicalities." *Kelly*, 383 S.C. at 632. "On the contrary, they have long been respected as fundamental to a well-ordered judicial system." *Id.* "Statute of limitations embody important public policy concerns as they stimulate activity, punish negligence, and promote repose by giving security and stability to human affairs." *Id.*

The below timeline of events highlights Appellant's repeated notice of issues with the construction of the Project:

- July 10, 2006 - Robert Sisnroy, P.E. issued a report to Appellant identifying chronic water intrusion at the sliding glass doors. (R. pp. 78 – 82).
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Appellant's knowledge of issues with the construction of the Project placed Appellant on notice that it may have a claim against another party. Whether or not Appellant understood the full extent of the damages to the Project is immaterial. *See Dean v. Ruscon Corp.*, 321 S.C. 360, 468 S.E.2d 645 (1996); *Dillon County Sch. Dist. v. Lewis Sheet Metal Works, Inc.*, 286 S.C. 207, 332 S.E.2d 555 (Ct.App.1985); *Kelly v. Logan, Jolley & Smith, L.L.P*, 383 S.C. 626, 635, 682 S.E.2d 1(2009). Appellant acknowledges in its brief that they were aware that the EIFS cladding was failing and the sliding glass doors were leaking more than three years prior to the filing of this lawsuit but argues that this does not constitute knowledge for purposes of triggering the statute of limitations to begin running. (Appellant's Brief at p. 10). This argument lacks merit.

The important date under the discovery rule is the date of discovery of the injury, not the date of discovery of the wrongdoer. Identifying the wrong source of damages

does not delay the triggering of the statute of limitations. *Watters v. Terminix Services, Inc.*, 376 S.C. 632, 635 - 636, 658 S.E.2d 110, 112 (Ct. App. 2008)(plaintiff's expert identified the source of a moisture problem in the crawl space as related to the installation of the duct work. Plaintiff brought a claim against the HVAC installer, but failed to bring a claim within the statute of limitations against Terminix for not disclosing the moisture damage.)

"Once a reasonable person has reason to believe that some right of his has been invaded or that some claim against another party might exist, the requirement of reasonable diligence to investigate this information further takes precedence over the inability to ascertain the amount of damages or even the possibility that damages may be forthcoming at all." *Binkley v. Burry*, 352 S.C. 286, 297-298, 573 S.E.2d 838, 844 - 845 (Ct. App. 2002).

In *Barr v. City of Rock Hill*, the plaintiff homeowners filed suit against the developers and the City based on the sale and construction of their home. The defendants asserted the statute of limitations as a defense to plaintiff's claims. After purchasing their home, plaintiff's annual termite inspections revealed excessive moisture under the plaintiffs' home, yet plaintiffs failed to file suit until after they received a report from a forensic engineer several years later which highlighted certain construction issues with the house. The Court, in holding that plaintiffs' claims were barred by the statute of limitations, found that the termite inspection reports advised plaintiffs of water and other problems under their house, but Plaintiffs failed to correct the problems or investigate further to determine the extent of the problems. "If the [plaintiffs] had exercised reasonable diligence and investigated the problems noted in the termite inspection

reports, they could have realized the magnitude of the problem and brought suit before the statute of limitations ran. They failed to act, however, and let the statute of limitations expire on any claim against the City or [developer]." *Barr v. City of Rock Hill*, 330 S.C. 640, 645-646, 500 S.E.2d 157, 160 (1998).

Here, similarly the Appellant was repeatedly put on notice that they had problems with the buildings. The Record on Appeal is replete with evidence that Appellant was aware of issues with the construction of the Project more than three years prior to the filing of this lawsuit, and the timeline above highlights some of it. Appellant even acknowledges in their brief and through testimony of Shipwatch homeowners awareness of issues with the EIFS and sliding glass doors. (Appellant's Brief p. 10; R. p. 522, line 24 – p. 523, line 17; R. p. 534, lines 1 – 19; R. p. 481, lines 8 - 23). However, Appellant failed to investigate these issues further to determine the extent of the damage. Appellant waited until January 2012 to engage the services of SKA to investigate the Project. Appellant has failed to act with reasonable diligence to determine the extent of the problems with the Project and allowed the statute of limitations to expire.

II. PARTIAL SUMMARY JUDGMENT AGAINST APPELLANT WAS PROPER BASED ON THE TRIAL COURT'S APPLICATION OF THE DISCOVERY RULE TO THE ACCRUAL OF APPELLANT'S CAUSE OF ACTION AGAINST CAROLINA CONCRETE.

A. The Statute of Limitations expired prior to the filing of this action by Appellant and is not subject to equitable tolling.

"'Tolling' refers to suspending or stopping the running of a statute of limitations; it is analogous to a clock stopping, then restarting." *Hooper v. Ebenezer Sr. Services and Rehab. Center*, 386 S.C. 108, 115, 687 S.E.2d 29, 32 (2009). "Equitable tolling typically applies in cases where a litigant was prevented from filing suit because of an

extraordinary event beyond his or her control." *Hooper v. Ebenezer Sr. Services and Rehab. Center*, 386 S.C. 108, 116, 687 S.E.2d 29, 32 (2009); *Ross v. Ross,* 394 S.C. 261, 264, 715 S.E.2d 359, 360 (Ct. App. 2011)("The time requirements in lawsuits between private litigants are customarily subject to equitable tolling if such tolling is necessary to prevent unfairness to a diligent plaintiff.") "[E]quitable tolling is a doctrine that should be used sparingly and only when the interests of justice compel its use." *Id.* at 117. The burden of establishing sufficient facts to justify equitable tolling is borne by the party asserting the statute of limitations should be tolled. *Id.*

Appellant focuses on the case of *Dillon County School* for the proposition that the statute of limitations should be tolled based on the conduct of Carolina Concrete. However, the actions of Carolina Concrete do not rise to the level of those of the defendants in *Dillon County School* and do not warrant the tolling of the statute of limitations. See *Dillon County School Dist. No. Two v. Lewis Sheet Metal Works, Inc.*, 286 S.C. 207, 332 S.E.2d 555 (Ct. App. 1985). In *Dillon County School,* the school filed suit regarding the design and construction of the school roof. The roof began leaking before the building was completely finished and became a persistent problem. *Id.* at 210. The architect reached out to the school and provided assurances that the issues with the roof would be corrected to the school's satisfaction. *Id.* at 211-212. They also employed roofing experts to investigate the leaks, met with the school multiple times to discuss the roof issues, and made repeated repairs to the roof. *Id.* The conduct of Carolina Concrete in this case does not rise to the level of the architect in *Dillon County School.* Unlike in *Dillon County School*, upon notification of blistering of the DEFS outlined in a report prepared by Robert Sisnroy, P.E. on August 28, 2008, Appellant reached out to Carolina

Concrete and requested that they "repair the failed claddings in accordance with the manufacturer's installation requirements and warranty requirements." (R. p. 203). At that point it was clear that Appellant was on notice that the DEFS was allegedly failing. Carolina Concrete did not reach out to Appellant and provide assurances as the architect did in *Dillon County School*, but instead Appellant reached out to them. Also, Carolina Concrete did not employ any expert to investigate the issues with the DEFS identified by Sisnroy in his 2008 report.

Appellant also argues that the statute of limitations should be tolled based on the continuing work performed by Carolina Concrete on the project. However, South Carolina has declined to adopt the "continuous treatment" exception to the general rule regarding the accrual of a cause of action. *Harrison v. Bevilaqua*, 354 S.C. 129, 138, 580 S.E.2d 109, 113 (2003); *Dillon County School Dist. No. Two v. Lewis Sheet Metal Works, Inc.*, 286 S.C. 207, 332 S.E.2d 555 (1985). In *Dillon County School*, the Court declined to apply the continuous treatment exception based on the defendants 'continuous efforts to repair the school's leaking roof. *Dillon County School,* 286 S.C. at 217, 332 S.E.2d at 560. In considering the issue, the Court looked to the Pennsylvania case of *Cluett, Peabody & Company, Inc. v. Campbell, Rea, Hayes & Large,* 492 F. Supp. 67 (Pa. 1980), where the court applied the discovery rule and held that plaintiff's claims regarding the construction of the roof were barred by the statute of limitations despite the defendants efforts to repair the roof over a long period of time. If the continuous treatment rule were to apply, "a cause of action for breach of warranty or negligent performance ... would never accrue so long as the defendants periodically did some repair work, however ineffectual." *Dillon County School Dist. No. Two v. Lewis Sheet Metal Works, Inc.*, 286

S.C. at 217, 332 S.E.2d at 560 (citing *Cluett, Peabody & Company, Inc. v. Campbell, Rea, Hayes & Large,* 492 F.Supp. at 77).

Additionally, the work performed by Carolina Concrete and its subcontractors, including First Exteriors, was not one continuous project as suggested by Appellant. The below timeline shows the breakdown:

- November 5, 2002- Work by Carolina Concrete and subcontractors begins on the Project. Carolina Concrete enters into contract with Appellant for waterproofing repairs, application of traffic coating, and chimney repairs (R. pp. 621 – 627).
- September 22, 2003 – Carolina Concrete enters into contract with Appellant for window and door repairs, re-sloping of balconies, and the removal of EIFS and replacement with DEFS on the end walls, fourth and fifth floors street side, stairwells, elevator towers, and privacy walls. (R. pp. 628 – 635; R. pp. 130 - 131).
- February 2, 2005 – Work at Shipwatch by Carolina Concrete and subcontractors ends and final pay application submitted. (R. p. 163).

  December 19, 2008 – Carolina Concrete enters into contract for the removal and replacement of 16 EFCO doors (R. p. 636 – 642).
- September 1, 2010 – Removal of EIFS on the ocean side of buildings A and B begins. (R. p. 225).

As demonstrated above, the work performed at the Project was not continuous. There is a large gap of time when Carolina Concrete and its subcontractors were not completing any repairs at the Project. The EIFS was removed and replaced in two

separate phases from 2003-2005 and 2010-2011, and each phase involved different areas of the buildings. (R. pp. 196 – 202; R. pp. 222-223; R. p. 225). Appellant is not entitled to equitable tolling of the statute of limitations based on a continuation of repair because separate contracts were entered into with Appellant for each particular scope of work completed and the repairs performed on the project were not continuous.

Appellant cites the case of *Dean v. Ruscon Corp.*, 321 S.C. 360, 468 S.E.2d 64 (1996) for the proposition that the statute of limitations should be tolled based upon the investigations performed by SKA. However, similar to the plaintiff in *Dean*, Appellant failed to act with reasonable diligence. Appellant did not hire the SKA engineers to investigate the property until several years after Appellant was informed of issues with the construction of the Project. Despite knowledge of construction issues at the Project, Appellants chose not to take action and instead let the building components continue to deteriorate. Appellant's failure to act with reasonable diligence in pursuing a claim is no reason to toll the statute of limitations until Appellant became aware of further damages to the Project.

CONCLUSION

For the reasons set forth above, First Exteriors respectfully requests that the decision of the trial court be affirmed.

Signature appears on following page.

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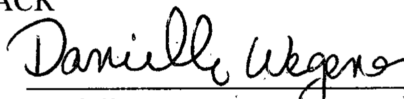
CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Final Brief of Respondent First Exteriors, LLC complies with Rule 211(b) of the SCACR



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v.

Carolina Concrete Systems, Inc.; Sisnroy Engineering, LLC, Robert G. Sisnroy, individually; Terrence J. McKelvey; Glasgow Roofing, Inc.; GlassTec, Inc.; Spectech, Inc.; Sonneborn, Inc.; Chimney Sweeps, Inc.; Low Country Chimneys, Inc.; EFCO Corp; W.C. Johnston Architectural Sales, Inc.; Charleston Glass Company, Inc.; First Exteriors, LLC; Acrocrete, Inc.; BASF Corp; Gary Freeman Architect, Inc.; Gary Freeman, individually; ....Defendants,

Of Which Carolina Concrete Systems, Inc.; Sisnroy Engineering, LLC, Robert G. Sisnroy, individually; Terrence J. McKelvey; Glasgow Roofing, Inc.; GlassTec, Inc.; Spectech, Inc.; Sonneborn, Inc.; Chimney Sweeps, Inc.; Low Country Chimneys, Inc.; EFCO Corp; W.C. Johnston Architectural Sales, Inc.; Charleston Glass Company, Inc.; First Exteriors, LLC; Acrocrete, Inc.; BASF Corp; Gary Freeman Architect, Inc.; Gary Freeman, individually; are .... Respondents.

PROOF OF SERVICE

I certify that I have served Respondent First Exteriors, LLC's Final Brief by depositing a copy in the U. S. mail, postage paid on June 11th, 2015 addressed to counsel of record as set forth below:

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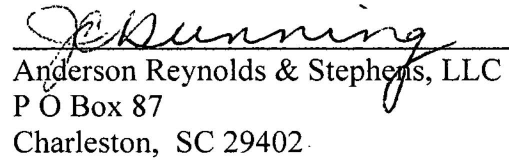

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