

5

STATE OF SOUTH CAROLINA,)

COUNTY OF Charleston)

JACK Powell)
Plaintiff,)

vs.)

MARSHLAND Communities LLC)
Defendant.)

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO. 2013-CP-10

2013 OCT -4 PM 3:20
JULIE J. ARMSTRONG
CLERK OF COURT
Canceled

FILED

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

2013 OCT 14 AM 9:03
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

FILED

Charleston, South Carolina

PRO SE: Jack Powell
Plaintiff/Attorney for Plaintiff

Dated: 10-4-13

Address: 1402 8-A CAMP RD. CHARLESTON S.C. 29412

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 JACK POWELL)
 _____)
 Plaintiff,)
 vs.)
 _____)
 MARSHLAND COMMUNITIES LLC)
 _____)
 Defendant.)

IN THE COURT OF COMMON PLEAS

2013 CP-10-5876
~~SUMMONS~~
 complaint

FILED
 2013 OCT 14 AM 9:03
 JULIE J. ARMSTRONG
 CLERK OF COURT
 BY _____

The Plaintiff Pro Se; Jack Powell is a resident of Charleston County and reserves the right to amend this Complaint. The Plaintiff files this Complaint against the Marshland Communities, LLC for exercising reckless gross negligence prior to and specifically on 6-21-12, WHEN;

Failing to protect pedestrian Jack Powell from emotional and physical pain & suffering when failing to bury or cover the "2" Knology unburied cable lines that were running through the front yard, up the side of Folly road in the right a way across the public right of way and connected to a telephone pole at 930 Folly road. According to an employee at the location these hazardous cable lines had been lying there on top of the ground for months.

Mr. Powell tripped over the unburied cable lines in the dark when walking through the right of way and was knocked unconscious, injuring his head, neck, shoulder and knee. Mr. Powell was then transported to MUSC by the Charleston County EMS after being noticed by a lady driving up Folly road.

The Marshland Communities, LLC did in fact negligently fail in their Duty to protect Mr. Powell from harm by covering, burying, notifying Knology or warning Mr. Powell of the hazardous conditions with a warning sign or roping off the dangerous area.

Owners are "usually" not responsible for accidents that occur on the right of way, especially if the hazardous circumstances are caused by a fallen limb, a dog, a toy or something left there by someone that is not an employee or owner. BUT; this hazardous condition existed for an unreasonable amount of time and should have been repaired or buried by Marshland Communities LLC

ALSO; The SC DOT representative said they are not liable for Mr. Powell's because they were not notified about the hazardous conditions.

AGAIN; the Marshland Communities, LLC owed a legal duty of care to prevent hazardous & dangerous situations by inspecting, repairing, warning of danger to the community & Mr. Powell and are in fact liable for the emotional harm, pain & suffering that was inflicted upon Mr. Powell's head, neck, shoulder and knee.

BREACH OF DUTY

Marshland Communities, LLC engaged in professional misconduct and gross negligence when breaching the standard of reasonable care. They also did not inspect and maintain the property to protect the Plaintiff and Community from foreseeable harm. Including posting warning signs, warning cones, roping off the hazardous area or burying the "2" unburied cable lines.

THEREFORE; because of the breach of duty to protect the Plaintiff from tripping in the dark over an unburied cable line that should have been repaired or buried by Marshland Communities, The Plaintiff was knocked unconscious injuring his head, neck, shoulder and knee and was transported to MUSC.

THEREFORE; as stated in the Marshland Communities Architectural Review for Clients including the Folly Oaks Center/Offices stating " We oversee all activities that are necessary to maintain your community and regularly inspect the property.

ALSO; Observe, record and monitor contractor performances.

GROSS NEGLIGENCE

Marshland Communities were grossly negligent and breached the standard of reasonable care when they had sufficient time to discover, bury, repair or call Knology to have them bury the "2" unburied cable lines running through the front yard, along and in Folly road's right of way and across the right of way connected to a telephone pole.

ALSO; Marshland Communities did not protect the community and the Plaintiff from foreseeable harm by warning them with a sign, red cones, or roping off the hazardous area because of the danger that did in fact exist.

THEREFORE; because of the gross negligence exercised by Marshland Communities, LLC the Plaintiff did in fact trip & fall and was knocked unconscious. The Plaintiff injured his head, neck, shoulder and knee that had been operated on "4" times in the past.

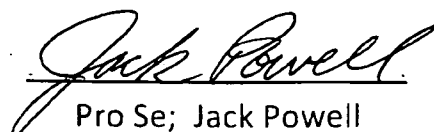
THE; Marshland Communities, LLC gross negligence was in fact the causation of Mr. Powell's emotional and physical pain & suffering. Mr. Powell was knocked unconscious and injured his head, neck, shoulder and knee because Marshland Communities LLC did not properly inspect, maintain, repair or warn Plaintiff Mr. Powell & Pedestrians of the hazardous conditions at their clients location 930 Folly road.

DAMAGES

THEREFORE; because of the gross negligence exercised by the Marshland Communities, LLC when not properly maintaining and inspecting their clients property at 930 Folly Road "Folly Oaks Center/Offices" Mr. Powell was knocked unconscious injuring his head, neck, shoulder and knee and was sent MUSC via ambulance. Also Mr. Powell has lost income due to not being able to work because of the injuries.

Mr. Powell request monetary compensation of \$150,000.

Dated and signed on 10 - 4 - 13


Pro Se; Jack Powell

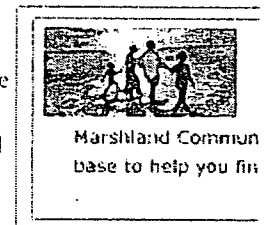


What We Offer:

- Accounting
- Administrative
- Architectural Review
- Maintenance
- Website Services



The Marshland Communities, LLC partners with each community's Board of Directors to assist them in the effective management of their Community Association. As partners, we share in your Association's accomplishments and achievements. We take a pro-active approach to reviewing and resolving your challenges. Your Board is comprised of dedicated volunteers and we help them focus by undertaking the day-to-day details of managing the Association's non-profit business.



Each community we manage is different and we design a custom management proposal for each one.

ACCOUNTING

Below we have summarized our accounting services provided to each Association we partner with. Financial statements reflect the continuing financial health of your association.

- We will partner with your Board to prepare an annual budget each year while analyzing prior operating expenditures and recommendations for estimated future expenses and will suggest reserve funds based on the Board's objectives. I financial stability for every Association.
- Our staff will bill, collect, deposit and report all assessments and all other charges due by the Association's members.
- We carefully maintain checking, savings and other banking accounts in the name of the association. Bank accounts
- We notify Association members of any delinquency and take reasonable action for the collection of the delinquent.
- We make all disbursements from assessments collected for normal recurring expenses as provided in the budget.
- We make certain your Association has proper insurance for your common area and for your officers and directors.
- Finally, we provide monthly or quarterly and year-end financial reports prepared on an accrual basis, which include net cash position of the association. We also assist in the Association's annual tax return preparation and audit.

ADMINISTRATIVE SERVICES

We work closely with the Board of Directors for each Association we partner with. Below are some of the normal administrative

- Organize annual and special meetings of Owners, and assist with regular meetings of the Board of Directors of the Association, including notices, agendas and other necessary documents.
- Guide and assist members of the Board in the performance of their obligations and in the development of procedures.
- Advise and assist in the administration and enforcement of the Association's governing documents.
- Keep all records of the affairs of the association and the Board, including the Declaration, Articles of Incorporation, Regulations, policies, minutes of meetings, copies of contracts, etc. All these records belong to the association.
- Maintain updated databases of Owners, Officers and Directors.
- Complete all necessary correspondence on behalf of the Board.
- Resolve individual Owner requests as they pertain to the administration of the association, its common elements and facilities.
- Manage Association's insurance portfolio including the filing of all claims.

ARCHITECTURAL REVIEW

- Regularly inspect the property. Observe, record and monitor deed restriction violations and contractor performance.
- Establish, coordinate and provide the administrative and secretarial functions of the Architectural Review Committee and approval of architectural applications, correspondence with owners requesting ARC compliance or completion of applications and correspondence related to the ARC.

MAINTENANCE SERVICES

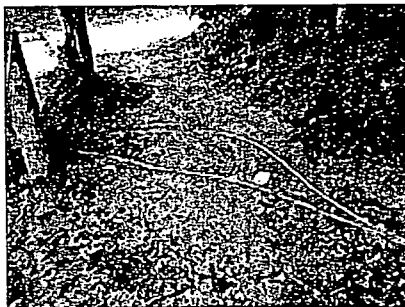
On behalf of each Association, we help to ensure everything from negotiating contracts for landscaping and trash removal to the Board. We oversee all activities that are necessary to maintain your community.

WEBSITE SERVICES

Today's neighborhoods rely on excellent communication.

- We will create and maintain a professional web page for your neighborhood as part of our service to you.
- Some of the things your page can be used for:
 - Online documents.
 - Archiving of Board Meeting Minutes Online.
 - Requests for Maintenance with our online support ticket system.
 - And More...

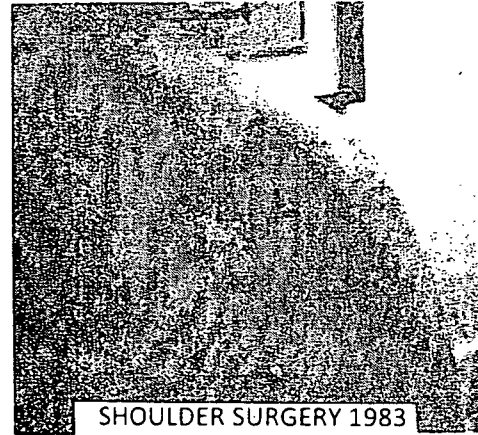
'2' KNOLOGY UNBURIED CABLE LINES LYING ACROSS WALKWAY IN BUSY AREA AT 930 FOLLY ROAD IN FRONT OF OFFICE BUILDING.



rainstorm Web Design - Charleston



FOREHEAD INJURED WHEN
KNOCKED UNCONSCIOUS



SHOULDER SURGERY 1983
ROTOR CUFF DISEASE



NECK SURGERY 1978, "224" STITCHES
DEGENERATIVE DISC DISEASE
AND DISC OSTEOPHYTE



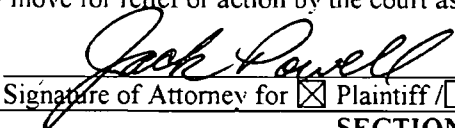
1ST OPERATION; 1974 WHEN GAMECOCK
FOOTBALL PLAYER; CHRONIC LOOSE BODIES



2ND OPERATION; 1977 AT DUKE. ONE OF FIRST
COMPLETE RECONSTRUCTION. "U" SHAPED
METALLIC DEVICE WITH STAPLED TENDONS TO
BONE, SEVERE "3" COMPARTMENT ARTHRITIS.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF Charleston)
)
 Jack Powell)
 Plaintiff,)
 vs.)
 Marshland Communities LLC.)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 9th JUDICIAL CIRCUIT
 CASE NO.: 2013-CP-10-5876
 MOTION AND ORDER INFORMATION
 FORM AND COVERSHEET

Plaintiff's Attorney: Pro se, Jack Powell, Bar No. _____ Address: 1402 Unit 8-A Camp Rd. Charleston, SC 29412 Phone: (843)952-4762 Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: Simon & Dean, Bar No. _____ Address: 147 Wappoo Creek Dr. Ste. 604 Charleston, SC 29412 Phone: _____ Fax _____ E-mail: _____ Other: _____
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: Motion for Reconsideration Estimated Time Needed: 10 minutes Court Reporter Needed: <input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO	
SECTION II: Motion/Order Type	
<input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
 Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant	5-15-15 Date submitted
SECTION III: Motion Fee	
<input type="checkbox"/> PAID - AMOUNT: \$ _____ <input checked="" type="checkbox"/> EXEMPT: (check reason)	
<input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input checked="" type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRCP) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other: _____	
JUDGE'S SECTION <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other: _____	JUDGE CODE _____ Date: _____
CLERK'S VERIFICATION	
Collected by: _____ Date Filed: _____ <input type="checkbox"/> MOTION FEE COLLECTED: \$ _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____	

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
C/A NO. 2013-CP-18-587

Jack Powell,
Plaintiff,
vs.
Marshland Communities LLC.
Defendant.

Motion For
Reconsideration

FILED
2015 MAY 15 PM 4:26
JULIE J. ARMSTRONG
CLERK OF COURT

The Plaintiff Pro se, Jack Powell hereby submits his Motion to Reconsider the case that was dismissed by Judge Dennis on 8-4-15 and therefore Judge Dennis erred in his decision to Grant the Dismissal because of the following laws & ordinances violated by the Defendant and their contracted partner Folly Oaks Center's laws and ordinances that were violated because of the Defendants negligence. Also, Judge Dennis erred in his decision when he stated; "Thus, having failed to state facts sufficient to constitute a cause of action, Plaintiff's complaint must be dismissed in it's entirety.

Again, Judge Dennis erred when he did not allow the Plaintiff to state any facts or submit any argument that did in fact reveal the laws violated by the Defendant. Judge Dennis was told by the Defendant they did not own the property or the cable lines and then Judge Dennis erred in his ruling to dismiss the case the when the Property Manager, Marshland Communities , **EXHIBIT A, B** exercised Gross Negligence when they allowed the unburied cable lines to recklessly run through their contracted account's front yard for about one hundred feet and then trespassing for an unreasonable amount of time and cross the adjacent property after it was conveyed to the County on June 7th 2012, two week before the 56 year old Plaintiff tripped over the lines in the dark.

The Defendant is in fact responsible for the Plaintiff's physical and emotional injuries

because the Defendant/Property Manager was professionally responsible for their contracted property at 930 Folly Rd. and they owed a duty to this property's community by fulfilling their guarantees to their account by abiding by their local laws & ordinances. Therefore, the Defendant is liable for the Plaintiff's injuries caused by their negligent omission to protect and maintain the property where the hazardous condition originated. Also, the contracted Property Manager failed in their duty to prevent such hazardous conditions and allowed the unburied cable lines illegally cross the public right of way. The Defendant failed in their guarantees and duty to their contracted partner, their duty to the county, their duty to the adjacent property and community when the unsuspecting 56 year old sober & drug free Jack Powell was legally walking up the right of way that was located in front of their account at 930 Folly Road and he was rendered unconscious by a traumatic blow to his forehead causing multiple injuries.

The Property Manager, Marshland Communities allowed this hazardous condition to exist for an unreasonable amount of time and negligently rendered the county property defective when breaching the standard of reasonable care. Defendant failed to inspect and maintain their contracted property and protect the Plaintiff & community from foreseeable harm by posting warning signs, warning cones or roping off the hazardous area or notifying their contracted partner about the "2" unburied cable lines that were connected to the building, running through the front yard for about "100" feet, across county property, up Folly Rd. about "30' feet in the right of way and crossing public right of way and connected to a telephone.

This hazardous condition did in fact exist for years and the Defendant should have performed their duty by repairing, burying, roping off the dangerous area, warning the community

and notifying their contracted partner the Folly Oaks Center whom the Property Manager guarantees to;

EXHIBITS, C & D

- A. OVERSEE ALL activities that are necessary to MAINTAIN their community.
- B. REGULARLY INSPECT the property.
- C. OBSERVE, RECORD and MONITOR contractor performances.
- D. ENSURE EVERYTHING from negotiating contracts for LANDSCAPING.

The Defendant has stipulated that the property where Mr. Powell was injured was sold to the county just "14" days before his injury and since the contracted Property Manager was responsible as stated in their guarantees to fulfill their GUARANTEES to OBSERVE, ENSURE, OVERSEEING ALL ACTIVITIES THAT ARE NECESSARY TO MAINTAIN THE COMMUNITY BY REGULARLY INSPECTING and MONITOR CONTRACTOR PERFORMANCES to MAINTAIN the Folly Oaks Center's Common area which is in fact their responsibility to their contracted client to ensure the safety of potential customers and pedestrians coming to the property for business, going door to the Good Will store or walking up the road to other businesses.

ALSO; the SCDOT representative stated; they were not responsible for Mr. Powell's injuries because they were never notified by the Property Manager or owner that the lines were just lying on top of the ground and were a hazard to the community. AGAIN, Marshland Communities LLC. the property manager owed a legal duty of care to their contracted account to abide by local laws and ordinances that also protect the adjacent community & local pedestrian walking in the right of way and on to the property by fulfilling their guarantees that would prevent the hazardous & dangerous environment and therefore violated the following;

EXHIBIT E & F, Pursuant section 27-52-110. South Carolina Homeowner's Association act

(4) "Common area" means all property within a community owned or leased by an association or dedicated for use or maintain by the association or it's members, regardless of whether title has been conveyed to or retained by the association.

The Defendant was hired to maintain their common area and failed to do so.

EXHIBIT G. Pursuant Charleston Ordinance Section 14-5 (b)

Owners/occupants property that faces a city right of way are responsible for keeping up, including the curb, gutter or street line free of litter and unsightly growth.

It was the duty of the Property Manager, Marshland Communities LLC. to protect their contracted account the Folly Oaks Center Condominium Unit Owners Association Inc. which is the acting Home Owners Association, all the way to the curb which in this case includes the right of way. Therefore, Marshland was negligent when allowing the unburied cable line to cross the right of way.

Stewart v Wallace Street Inc. 87 N.J. 146 (1981)

Commercial landowners are responsible for maintaining in reasonably good condition the sidewalks abutting their property and are liable to pedestrians injured as a result of their negligent failure to do so.

Hurst v East Coast Hockey league Inc. 371 S.C. 33. 37.637 S.E. 2d 560, 562 (2006)

1. A duty of care owed by Defendant to Plaintiff
2. Defendant's breach of that duty by a negligent act or omission.
3. Damage approximately resulting from the breach.

EXHIBIT H, SECTION 27-3-60. Certain liability not limited. [SC ST SEC 27-3-60]

Nothing in this chapter limits in any way liability which otherwise exists.

(A) For grossly negligent, willful or malicious failure to guard or warn against a dangerous condition, use, structure or activity.

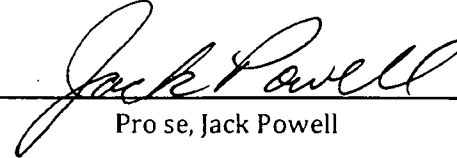
Therefore the Defendant was the hired by the Folly Oaks Center Home Owners Association to protect their community by maintaining the common area and the sidewalks, to the curb. It is obvious there was a hazardous condition and the condition did in fact cause the injury. The Defendant was contracted to know the conditions of the property and legally owed a duty of care to pedestrian Jack Powell walking through the dirt right of way which was the side walk extending to the curb and the Defendant's negligent breach of their duty caused this traumatic physical emotional harm to the Plaintiff. The Defendant had opportunities to correct the hazardous condition that originated at the building the Defendant was being paid to protect and maintain. The unburied cable lines were the responsibility of the property manager to maintain and ensure no harm would come from them. Whether the Defendant owned the property or the cable lines is irrelevant because they were the contracted paid protector of the property and community, all the way to the curb where the Plaintiff was injured.

CONCLUSION

Judge Dennis erred when he did not allow the Plaintiff to enter his arguments of submitting relevant evidence, laws & ordinances the Defendant violated while being responsible for their contracted account where the hazardous condition originated and where Marshland Communities did in fact fail in their contracted duty to protect & maintain; their common area to the curb, the

adjacent county property and the community. Defendant's reckless negligent failure was the proximate cause of the injuries to Plaintiff Jack Powell and Judge Dennis erred in his rulings during and after the hearing. Therefore, Plaintiff request this Reconsideration to be granted for the furtherance of justice.

Dated & Signed on 5-15-15


Pro se, Jack Powell


CERTIFICATE OF SERVICE

Pro se, Jack Powell hereby certifies he properly mailed a copy of this Motion for Reconsideration concerning Jack Powell v Marshland Communities LLC., to the following address;

Simon & Dean
147 Wappoo Creek Dr. Ste. 604
Charleston, S.C. 29412

FILED
2015 MAY 15 PM 4:26
JULIE J. ARMSTRONG
CLERK OF COURT

Dated and Signed on; 5-15-15


Pro se, Jack Powell

FORM 1
NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM CHARLESTON COUNTY
9th Judicial Circuit Court of Common Pleas

R. Markley Dennis, Circuit Court Judge

Case No. 2013-CP-10-5876

Jack Powell,

Appellant,

v.

Marshland Communities LLC

Respondent,

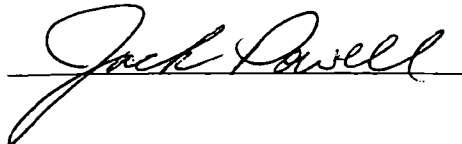
NOTICE OF APPEAL

Pro se, Jack Powell appeals the order [judgment] of the Honorable R. Markley Dennis dated May 6th, 2014. Appellant received written notice of this order [judgment] on May 8th, 2014

Jack Powell
1402 Camp Rd. Unit 8-A
Charleston, S. C. 29412
(843) 952-4762

Other Counsel of Record:
Attorney; Derek F. Dean
Simons & Dean
147 Wappoo Creek Dr. Ste. 604
Charleston S.C. 29412
(843) 762-9132

Dated & Signed on July 2nd, 2015



FILED
2015 JUL -2 PM 1:17
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

R. Markley Dennis, Circuit Court Judge

Case No. 2013-CP-10-5876

Jack Powell,

Appellant.

v.

Marshland Communities LLC.

Respondent,

BY _____

JULIE J. ARMSTRONG
CLERK OF COURT

2015 JUL -2 PM 1:17

FILED


PROOF OF SERVICE

I Pro se, Jack Powell hereby certify that a true copies of the foregoing Appeal has been served upon Respondent by mailing a copy properly addressed with sufficient postage affixed thereto this 2nd day of July, 2015 to the other counsel of record Derek F. Dean at Simons & Dean, 147 Wappoo Creek Dr. Suite 604, Charleston S.C. 29412.

Also a true copy mailed to Marshland Communities LLC., 3730 Bohicket Rd. Ste. 2, Johns Island S.C. 29455

Pro se, Jack Powell
1402 Camp Rd. Unit 8-A
Charleston, South Carolina 29412
(843) 952-4762

Dated, Signed & Mailed on July 2nd 2015



July 2nd, 2015

The Honorable Julie J. Armstrong
Clerk of Court for Charleston County
100 Broad Street, Suite 106
Charleston S.C. 29401

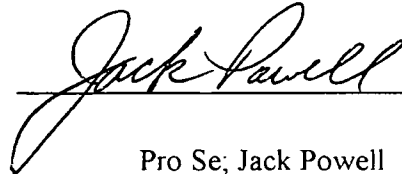
RE: Jack Powell vs. Marshland Communities LLC.
C/A No.: 2013-CP-10-5876

Dear Julie:

I have hereby submit my Appeal to the Honorable Court for the above matter that will be forwarded to the South Carolina Court of Appeals.

Thank you for your assistance,

Dated & Signed on 7-2-15



Pro Se; Jack Powell

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

RECEIVED
JUL 13 2015
SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

R. Markley Dennis, Circuit Court Judge

Case No. 2013-CP-10-5876

Jack Powell,

Appellant.

v.

Marshland Communities LLC.

Respondent,

PROOF OF SERVICE

I Pro se, Jack Powell hereby certify that a true copies of the foregoing Appeal has been served upon Respondent by mailing a copy properly addressed with sufficient postage affixed thereto this 2nd day of July, 2015 to the other counsel of record Derek F. Dean at Simons & Dean, 147 Wappoo Creek Dr. Suite 604, Charleston S.C. 29412.

Also a true copy mailed to Marshland Communities LLC., 3730 Bohicket Rd. Ste. 2, Johns Island S.C. 29455

Pro se, Jack Powell
1402 Camp Rd. Unit 8-A
Charleston, South Carolina 29412
(843) 952-4762

Dated, Signed & Mailed on July 12th, 2015

