THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Master-In-Equity and Special Circuit Court Judge

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Appellate Case No. 2017-000242

Robert E. Feldman and Lois J. Feldman. . . . . Appellants,

vs.

Gary P. Coggin, ... Respondent.

INITIAL REPLY BRIEF OF APPELLANTS

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REPLY TO COUNTERSTATEMENT OF THE CASE

> ...[T]here are known knowns; there are things we know we know. We also know there are known unknowns; that is to say we know there are some things we do not know. But there are also unknown unknowns – the ones we don't know we don't know.

United States Department of Defense. "DoD News Briefing - Secretary of Defense Donald H. Rumsfeld." February 12, 2002, archive.defense.gov/Transcripts/Transcript.aspx?TranscriptID=2636.

In the trial court below and in his Brief, Respondent, Gary P. Coggin ("Mr. Coggin"), argues, contrary to a governing statute and the Rules of Civil Procedure, that all plaintiffs are responsible for pleading all unknown unknowns in their initial Complaint or otherwise suffer final judgment on a motion for summary judgment filed before discovery is complete and focused strictly on the allegations in the Complaint. Appellants, Robert E. Feldman and Lois J. Feldman ("the Feldmans") disagree and so should this Court. Code pleading perished over thirty years ago when the South Carolina Rules of Civil Procedure were adopted in July 1985.

Despite Mr. Coggin's arguments and the trial court's erroneous rulings, the Feldmans sufficiently pled, and more importantly for a responding to a motion for summary judgment, sufficiently presented disputed issue of material fact concerning Mr. Coggin's general failure to meet the standard of care in his representation of them. As for the pleadings in their Verified Complaint, Rule 8(e), SCRCP, provides in pertinent part that "[e]ach averment of a pleading shall be simple, concise, and direct. No technical forms of pleading . . . are required." Rule 8(f), SCRCP, provides that "[a]ll pleadings shall be so construed so as to do substantial justice to all parties." The Feldman's Verified Complaint makes, among many other things, the following averments:

> 44. Coggin failed to meet the minimum standard of care thereby breaching his professional duties to the Feldmans and otherwise acted in a negligent, grossly negligent, willful, wanton and reckless manner

by failing to timely commence a lawsuit on their behalf before permitting a statutory time limitation to bar the Feldmans' claims against Dickenson.

45. Coggin failed to meet the minimum standard of care thereby breaching his professional duties to the Feldmans by other such particulars as the evidence in this case may demonstrate.

46. As a direct and proximate result Coggin's breach of his professional duties by the actions and omissions as specified herein, the Feldmans sustained actual, consequential, and incidental damages in an amount to be determined by the jury at the trial of this case.

(App. Verified Complaint, p. 8, R. ___). These allegations are sufficient to meet a motion to dismiss under Rule 12(b)(6), SCRCP, had Respondents chosen to file such a motion. *See Shirley's Iron Works, Inc. v. City of Union,* 403 S.C. 560, 743 S.E.2d 778 (2013) (principal purpose of pleadings is to inform pleader's adversary of legal and factual positions which he will be required to meet at trial); *Quality Towing, Inc. v. City of Myrtle Beach*, 340 S.C. 29, 530 S.E.2d 369 (2000) (trial court improperly limited towing service operator's challenge to city ordinance to certain conditions and maximum rates for wrecker towing services rather than to ordinance as a whole; although complaint focused primarily on rate schedule, it gave notice that operator wished to challenge other aspects of the ordinance).

The statute governing the expert affidavit requirement for legal malpractice claims states that at the time of first filing, a legal malpractice plaintiff must file an affidavit of an expert that outlines at least one act of legal malpractice believed to give rise to legal malpractice claims based on evidence available at the time of the filing of the legal malpractice case. S.C. CODE ANN. § 15-36-100(B).

At the time of the filing of the Verified Complaint in this malpractice case, the Feldmans knew a few things for certain: the UIM carrier filed a Motion to Dismiss for Mr. Coggin's failure

to prove he served the at-fault driver; Mr. Feldman sustained well over $100,000 in actual medical expenses as a result of the motor vehicle collision; Mr. Coggin advised the Feldmans to settle for $25,000, and after Mr. Coggin withdrew from the representation and in order to avoid a certain trial when their case was unprepared, the Feldmans accepted a settlement of only $25,000 of the available $500,000 in UIM coverage. (R. ____, Coggin Depo. dated June 8, 2016,18:17-19:7; 74-77; 94-96; Ex. 3 at p. 2); (R. ___, Supplemental Memorandum in Opposition to Motion for Summary Judgment, p. 5); (R. ___, Coggin letter to Feldman, dated Sept. 15, 2014, 2014, Ex. 10 to Coggin Depo. dated June 8, 2016); (R. ___, Verified Complaint, ¶ 37). These were all "knowns."

At the time of the Verified Complaint, it was reasonable for the Feldmans to conclude that there were also unknowns, that is to say that the Feldmans knew there were some things that they did not know. But there are also unknown unknowns - those things that the Feldmans did not know they did not know. The unknown unknowns came to light after Mr. Coggin filed a Motion for Summary Judgment, during Mr. Coggin's own deposition, where Mr. Coggin admitted that he failed to even consider several key expert witnesses that should be used any motor vehicle collision case of the magnitude that Mr. Feldman suffered; and where Mr. Coggin admitted to essentially failing to prepare the case for settlement, mediation and/or trial; all of which, together or separately, greatly devalued the Feldmans' claims in the underlying case, regardless of whether Ms. Dickenson / Liberty Mutual's motion to dismiss would have been granted in the underlying case.

Mr. Coggin argues that the motion to dismiss filed by Liberty Mutual in the underlying case was, as a matter of law winnable, and because of this, Mr. Coggin's failure to serve could not have proximately caused the Feldmans any damage. Yet, this explanation ignores a few basic facts developed during the initial part of discovery before the trial court erroneously granted the motion

for summary judgment. First, liability in the motor vehicle collision was clear - there was only a question of the damages that the Feldmans sustained. Mr. Coggin agreed to fully and competently represent the Feldmans in October of 2010. Over three years later and after making settlement demands in excess of $1M, in May of 2014, Mr. Coggin scheduled a mediation of the underlying case and advised the Feldmans that they should settle for $25,000. In December 2014, more than three years after accepting the representation and for the first time, Mr. Coggin began demanding the Feldmans begin making payments for litigation expenses. By the time of the December 2014 discussion, the statute of limitations for claims to be made in the underlying case had already lapsed. It is impossible for any expert or judge to conclude that where liability in the underlying case was clear, where actual medical damages exceeded $100,000, that as a matter of law, Mr. Coggin's failure to serve the at-fault driver could not have proximately caused a dimishment in the value of settlement. Mr. Coggin essentially argues that the Feldmans and all legal malpractice plaintiffs must know or allege all unknowns at the time of initial filing, despite clear language to the contrary in the relevant Rules of Civil Procedure and code section governing expert affidavits in legal malpractice cases. Yet, if this were the test, as the Feldmans argued in the court below and in their initial brief, the Verified Complaint clearly stated, that the Feldmans were damaged by Mr. Coggin in other such particulars as the evidence in the case may show. Thus, either way, because the initial specific allegations demonstrate a basis for claims in diminution in settlement value or because the initial allegations addressed the known unknowns and unknown unknowns, the Feldmans' case should not have been dismissed with a grant of summary judgment.

I. The impact of Mr. Coggin's negligence on the underlying case cannot be decided as a matter of law.

Mr. Coggin contends that his failure to serve did not have any effect on the UIM action and

as a matter of law could not have proximately caused the Feldmans **any** damages. In Mr. Coggin's Brief, Mr. Coggin argues:

> If Attorney Coggin did in fact fail to serve the at-fault driver, such failure would not have affected the UIM Action in any way, because under clearly established law the defendant in that case waived its right to use failure to effect service and the statute of limitations as defenses by failing to allege in what way service was improper or even who was not properly served.

(Resp. Br. at 12). It is impossible for Mr. Coggin to conclude, definitively, as a matter of law, that his failure to serve did not have an impact on the UIM action in any way. The same is true for the trial court. The Feldmans contend that Mr. Coggin's failures diminished the settlement value of the UIM case; it gave Liberty Mutual an opportunity to have the case dismissed–an opportunity the trial court in the underlying lawsuit did not extinguish. As clearly recounted in the Verified Complaint and the attached expert affidavit, one facet of the claims against Mr. Coggin is the concept that Mr. Coggin's failure to serve caused the Feldman's not to receive almost all or all of the available UIM coverage:

> 1. ... Allowing the statute of limitations to expire resulted in their inability to recover all of the $500,000 in available underinsured insurance proceeds that, but for the Defendant lawyer's acts and omissions, would have been paid by their carrier to compensate them for personal injuries, medical expenses, lost wages, and loss of consortium claims arising from their injuries caused by the at-fault driver.
>
> 39. Coggin is liable to his clients, the Feldmans, as a direct and proximate result of not performing his professional duties to timely commence a lawsuit on their behalf before permitting a statutory time limitation to bar the Feldmans' claims against Dickenson.
>
> 40. Had Coggin met the standard of care by performing his professional duties to timely commence a lawsuit, it is more likely than not that the Feldmans would have recovered the entire amount of the $500,000 UIM policy from Liberty.
>
> 45. Coggin failed to meet the minimum standard of care thereby breaching his professional duties to the Feldmans by other such particulars as the evidence in this case may demonstrate.

46. As a direct and proximate result Coggin's breach of his professional duties by the actions and omissions as specified herein, the Feldmans sustained actual, consequential, and incidental damages in an amount to be determined by the jury at the trial of this case.

51. Coggin failed to meet the minimum standard of care by failing to timely commence a lawsuit on their behalf before permitting a statutory time limitation to bar the Feldmans' claims against Dickenson thereby breaching his contractual duties to the Feldmans.

52. Coggin failed to meet the minimum standard of care thereby breaching his contractual duties to the Feldmans by other such particulars as the evidence in this case may demonstrate.

53. As a direct and proximate result of Coggin's breach of his contractual duties by the actions and omissions as specified herein, the Feldmans sustained actual, consequential, and incidental damages in an amount to be determined by the jury at the trial of this case.

15. Had Coggin met the standard of care by performing his professional duties to ensure the Dickenson was timely served with process to commence a lawsuit and protect the Feldmans' claims, it is more likely than not that the Feldmans would have recovered all or almost all of the $500,000 UIM policy coverage.

16. In my opinion, that the Feldmans would have recovered and Liberty would have paid all or almost all of the $500,000 in UIM coverage, based on the amount of Mr. Feldman's medical expenses incurred and the future medical expenses his physicians are advising he will, more likely than not, incur as a result of the accident, and his lost wages.

(R. ___, Verified Compl., ¶¶ 1,39-40, 45-46, 51-53, Ex. 1: ¶¶ 15-16).

The initial Verified Complaint and expert affidavit allege that Mr. Coggin's negligence devalued the case, both in terms of barring the UIM case, in devaluing the settlement value of the case, and in other particulars that the evidence in the case may demonstrate. At the time of the filing of the Verified Complaint and expert affidavit, the Feldmans and their counsel did not know and could not know of Mr. Coggin's multiple and various failures to abide professional duties which caused the Feldmans to lose settlement value but Mr. Coggin was placed on notice of his failures

of additional duties as the malpractice case progressed and where the Feldmans attempted to amend the Verified Complaint. Additionally, the Rule 56(f) Affidavit of Thomas Pendarvis clearly places these issues in the Court's purview. The Rule 56(f) affidavit specifically noted that the "question of proximate cause of the damages suffered by Plaintiffs is in dispute, as Plaintiffs contend that Defendant Coggin's failures to properly serve the at-fault driver, and to properly prepare the case for settlement, mediation and trial, resulted in Plaintiffs losing valuable rights, ..." (R. ___, Rule 56(f), Affidavit, ¶15). The Rule 56(f) Affidavit also clearly points out expected testimony from defense counsel in the UIM action that is expected to substantiate such claims. (R. ___, Supplemental Memorandum in Opposition to Motion for Summary Judgment, pp. 3-4); (R. ___, Rule 56(f) affidavit); (R. ___, Hearing transcript, dated June 29, 2016, 13-16).

The Feldmans also argued in response to the Motion for Summary Judgment that the question of proximate cause and diminution of settlement value is one for the jury, and that the Feldmans need not show that they would have won or lost the case, but rather: that they would have obtained a better result where the lawyer exercised reasonable care or that they lost settlement value of the underlying case, citing *Doe v. Howe*, 367 S.C. 432, 446, 626 S.E.2d 25, 32 (Ct. App. 2005) and *McNair v. Rainsford*, 330 S.C. 332, 349, 499 S.E.2d 488, 497 (Ct. App. 1998). (R. ___, Memorandum in Opposition to Motion for Summary Judgment, R. ___, Rule 56(f), Affidavit, R. ___, Supplemental Memorandum in Opposition to Motion for Summary Judgment).

With the trial court's grant of summary judgment, the Feldmans have been left to only presume that the trial court simply concluded that the sworn statements of the Feldmans as presented in the Verified Complaint, the expert affidavit, and Mr. Coggin's admissions in his deposition and other pleadings that he failed to show proof of service was simply not enough evidence or strong

enough evidence, and that the question of proximate cause of diminution in settlement value should be taken away from a Beaufort County jury. This is clear error. Regardless of whether or not Liberty Mutual would have prevailed in its Motion to Dismiss based on Coggin's negligence in failing to serve the at-fault driver, it is impossible for the trial court to conclude as a matter of law that this failure could not cause a diminution in settlement value, where the Feldmans and the expert affidavit both swear that the $500,000 in coverage should have been recovered, and where Mr. Coggin has testified to actual medical expenses that well exceed $100,000, but that the case settled instead for $25,000.

Also, it does not matter whether or not "the UIM action still would have survived," despite Mr. Coggin's contentions. The Feldmans do not have to show whether or not they would have won the UIM case to claim damages for diminution in settlement value, and certainly questions of the impact of Mr. Coggin's negligence on settlement should be presented to a jury. *Doe v. Howe*, 367 S.C. 432, 446, 626 S.E.2d 25, 32 (Ct. App. 2005); *McNair v. Rainsford*, 330 S.C. 332, 349, 499 S.E.2d 488, 497 (Ct. App. 1998).

It was error for the trial court to make a factual determination on the impact of Mr. Coggin's negligence on the underlying case. That determination cannot be decided as a matter of law.

II. Mr. Coggin was on notice that his failure to prepare the underlying case served as one of many bases for the claims for damages in this case.

Mr. Coggin requests a strained interpretation of S.C. CODE ANN. § 15-36-100(B) from this Court. Mr. Coggin "recognizes that S.C. CODE ANN. § 15-36-100(B) only requires an expert affidavit to support one act of negligence, not every act of negligence." (Res. Brief, p. 25). Yet Mr. Coggin omits an important and relevant section of the statute:

> . . . the plaintiff must file as part of the complaint an affidavit of an expert witness

> which must specify at least one negligent act or omission claimed to exist and the factual basis for each claim **based on the available evidence at the time of the filing of the affidavit.**

S.C. CODE ANN. § 15-36-100(B)(emphasis supplied). On the one hand, Mr. Coggin argues for a strict read of the first half of the excerpt above, but Mr. Coggin is effectively asking this Court to ignore the rest of the statute. At the time of the filing of the expert affidavit, the Feldmans made allegations on the information then and there available, unaware of the fact that Mr. Coggin utterly failed to prepare the case for settlement, mediation, and trial. It was not even apparent until his deposition that Mr. Coggin did not know what a life care planner is, nor that he failed to hire such a necessary professional; as well as Mr. Coggin's other failures that devalued the case. Also, it appeared at the time of filing of the initial Verified Complaint, that Mr. Coggin's failure to serve was the death knoll for the UIM case, or at the very least that Mr. Coggin's failure to serve resulted in a greatly reduced settlement value. Further, Mr. Coggin acknowledges that the Rule 56(f) Affidavit provided clear notice of additional theories of recovery regarding Mr. Coggin's negligence in other such particulars as the evidence in the case demonstrated by virtue of the very recent deposition of Mr. Coggin (where Mr. Coggin admitted that he did not even know what a life care planner is, that he had no plans to consult a vocational rehabilitation expert to get an opinion concerning Mr. Feldman's employment concerns, and where Mr. Coggin had done little to nothing to secure evidence for use at the mediation of the case, including but not limited to taking initial steps to secure needed physician testimony in advance of the mediation). (Res. Brief, p. 21). At the summary judgment phase, the Feldmans were clearly entitled to all reasonable inferences that could be drawn from the evidence in the record, which includes Mr. Coggin's deposition testimony, which was before the trial court in its entirety and which was specifically cited in pleadings of record, but

also the Rule 56(f) Affidavit before the Court which explained the alternative theories that had not yet been confirmed by the pending deposition of Mr. Julian Allen, the lawyer who represented Ms. Dickenson / Liberty Mutual in the underlying lawsuit. Clearly, the other particulars of Mr. Coggin's negligence were pleaded in the Verified Complaint and some of those particulars came to light in Mr. Coggin's deposition. In fact, those particulars were more specifically outlined in a proposed Amended Complaint that the trial court refused, inexplicably, to allow the Feldmans to file. At the summary judgment stage, the trial court's apparent refusal to consider additional evidence and the proposed Verified Amended Complaint, and/or the inferences arising from evidence in front of it concerning Mr. Coggin's other multiple failures was clear reversible error.

III. The order granting summary judgment was inappropriate and inadequate.

Mr. Coggin argues: "Rule 41(b) requires the court make findings of fact and conclusions of law when it renders judgment against the plaintiff at trial." (Resp. Brief, p. 28).

> Rule 56(c), SCRCP states that summary judgment is proper when it appears that "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Because a court must examine both the facts and the law when determining whether to grant summary judgment, we find that such an examination constitutes a trial. Further, just as a trial constitutes the final determination of all issues that exist between the parties, so does the granting of summary judgment.

Royster Co. v. Eastern Distribution, Inc., 389 S.E.2d 863, 864, 301 S.C. 18, 20 (S.C.,1990). "Because a court must conduct the examination of law and facts, such an examination constitutes a trial." *Brandt v. Gooding*, 630 S.E.2d 259, 262, 368 S.C. 618, 625 (S.C.,2006). On the one hand, Mr. Coggin argues that the grant of summary judgment and denial of the motion to reconsider end the malpractice case because the trial court reached a final determination on what Mr. Coggin characterizes as the only claim in the case. On the other hand, Mr. Coggin argues that the grant of

summary judgment and denial of the motion to reconsider do not require findings of fact and conclusions of law because the respective orders were not issued after a formal trial.

The foregoing cases establish that the trial court, in dismissing the entirety of the Feldmans' case in its grant of summary judgment and denial of the motion to alter or amend, effectively conducted a trial. As Mr. Coggin argues, where the trial court conducts a trial, it should make findings of fact and conclusions of law. Additionally, in that the trial court's grant of summary judgment and denial of the motion to alter or amend required implicit findings regarding inferences to be drawn from available evidence, this Court, the Feldmans, and the bench and bar generally would benefit from an order from the trial court that provides the factual and legal conclusions the trial court must have made in order to grant summary judgment and deny the motion to alter or amend. Requiring the trial court in this case to provide its factual and legal conclusions is in keeping with the guiding principal that the trial court should provide enough information so as to allow this Court, sitting in its appellant capacity, to ensure that the law is faithfully executed. *See Church v. McGee*, 391 S.C. 334, 345–46, 705 S.E.2d 481, 487 (Ct. App. 2011); *Bryson v. State*, 328 S.C. 236, 236, 493 S.E.2d 500 (1997). In the present situation, no one, not even Mr. Coggin, actually knows why the trial court granted summary judgment and/or denied the motion to reconsider.

IV. The trial court erred in denying appellant's motion to alter or amend the order granting summary judgment.

No one really knows whether the trial court properly granted summary judgment or properly denied the Feldmans' Motion to Alter or Amend because the trial court did not provide any recitation of its application of the law it applied nor the facts it considered. Mr. Coggin points to arguments in his Brief to conclude that "the trial court's order granting his Motion for Summary

Judgment was appropriate and resulted in a correct application of the controlling law to the facts of this case" and that also, based on Mr. Coggin's Brief, likewise, this Court can conclude that the trial court *must have* correctly applied controlling law to facts of the case. (Res. Brief, p. 29). Maybe Mr. Coggin's theory that the trial court can take the proximate cause issue from the jury is correct and may that theory is wrong. Maybe Mr. Coggin's theory that the Feldmans should not ever be permitted to amend the Complaint or allege additional theories of recovery is correct and maybe that theory is wrong. With the two orders the trial court provided, granting summary judgment and denying the motion to alter or amend, no one really knows. For these reasons, in addition to all others set forth in this appeal and the record below, the trial court's opinions should be reversed, vacated, or otherwise remanded.

CONCLUSION

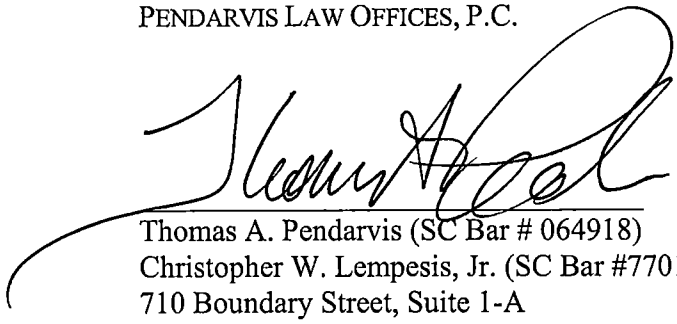
The trial court erred in granting summary judgment and failing to grant the motion to reconsider, as previously discussed in the Feldmans' Brief. In response, Mr. Coggin has attempted to pigeon hole the Feldmans' claims into a single theory of liability that does not consider the impact of Mr. Coggin's negligence on settlement value. The law of damages and proximate cause in legal malpractice cases allows for recovery in two different ways, not just the single method that Mr. Coggin argues: a legal malpractice plaintiff can recover if he loses where he should have won; but separately and alternatively, he can recover where he gets less than he should have gotten because of a lawyer's negligence. Mr. Coggin ignores this second parallel avenue of recovery. Mr. Coggin ignores the fact that, at the time of filing of the initial Verified Complaint, the extent of Mr. Coggin's errors was unknown until Mr. Coggin's own deposition where Mr. Coggin admits that he did not know which experts were required; and that he had no intention of securing such experts to enhance

the value of the UIM claims. Further, it is impossible for Mr. Coggin to conclude that the failures alleged in the initial Verified Complaint did not impact settlement value, even if the Motion to Dismiss in the underlying case was winnable.

Mr. Coggin was clearly on notice of the basis of claims for diminution in settlement value, having been on notice of other claims asserts by Plaintiffs, through the initial Verified Complaint and in a variety of other ways, including through Mr. Coggin's own deposition, a motion to amend the complaint, and in arguments concerning the motion for summary judgment and motion to reconsider, including but not limited to oral arguments, memorandum filed by the Feldmans, and the Rule 56(f) Affidavit. Mr. Coggin claims that granting the motion for summary judgment and denying the motion to reconsider effectively end the case and that this Court, sitting in its appellant capacity has enough information in Mr. Coggin's brief to conclude that the trial court must have faithfully executed the law. Yet, the standard that this Court is bound to follow requires that the orders below provide enough information for this court to make a determination that law was faithfully executed, not that this Court rely on the content of Mr. Coggin's brief. Also, if Mr. Coggin's position is accurate, that the motion for summary judgment adjudicated all issues before the trial court, that motion was essentially a trial and findings of fact and conclusions of law should have been provided in such a trial on the merits so that this Court could ensure that justice was properly administered at the trial court level. For all of the foregoing reasons, the orders at issue should be vacated, this case remanded, and other relief afforded as this Court deems just and prudent in order that the Feldman's "pleadings shall be so construed so as to do substantial justice to all parties" as per Rule 8(f), SCRCP.

Respectfully submitted,

PENDARVIS LAW OFFICES, P.C.



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July 12, 2017

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Master-In-Equity and Special Circuit Court Judge

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vs.

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PROOF OF SERVICE

I, Thomas A. Pendarvis, a lawyer with PENDARVIS LAW OFFICES, P.C., certify that I have served one (1) copy of the INITIAL REPLY BRIEF OF APPELLANTS on counsel for Respondent, by depositing a copy of the same in the United States Mail, postage prepaid, on the 12th day of July, 2017 addressed to:

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Respectfully submitted,

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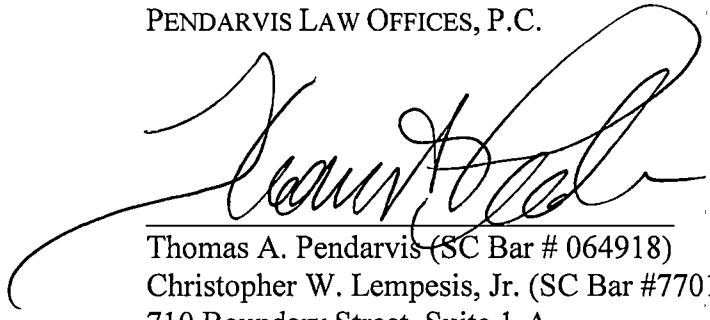

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July 12, 2017

PENDARVIS LAW OFFICES, PC

July 12, 2017

VIA US MAIL
The Honorable Jenny A. Kitchings
Clerk, South Carolina Court of Appeals
PO Box 11629
Columbia, SC 29211

Re: Robert E. Feldman and Lois J. Feldman vs. Gary P. Coggin
Appellate Case No.: 2017-000242

Dear Ms. Kitchings:

Enclosed for filing please find the original and one copy of the INITIAL REPLY BRIEF OF APPELLANTS and PROOF OF SERVICE in regard to the above-referenced matter.

Kindly file the originals and return the clocked copies in the stamped, self-addressed return envelope enclosed for your convenience.

With kind regards, I remain

Sincerely,

PENDARVIS LAW OFFICES, P.C.

Thomas A. Pendarvis

TAP/ses
Enclosures
cc w/encls: M. Dawes Cooke, Jr., J.D.
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