

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM AIKEN COUNTY  
Court of Common Pleas

Doyet A. Early, III, Circuit Court Judge

Case No. 2016-CP-02-02339  
Appellate Case No.: 2018-001039

**RECEIVED**  
OCT 19 2018  
SC Court of Appeals

University of South Carolina Aiken. ....Respondent.

V.

University Housing Services, Inc., H.G. Reynolds Company, Inc., Southern Wall Systems, Inc.,  
McElroy Specialty Interiors, Inc., Crosby Broadwater d/b/a Broadwater Construction, Tim  
Stephens d/b/a Sa-Glo Carolina a/k/a San-Glo Glass, Inc., William Bell d/b/a Bell Siding &  
Roofing a/k/a Bell Siding & Roofing, LLC, Croft Hill Siding, Inc., East Coast Painting, Inc.,  
and John Doe 3 ..... Defendants.

University Housing Services, Inc. .... Third-Party Plaintiff,

V.

Aiken, Aiken, Beauchamp and Sheetz Architects, Inc. .... Third-Party Defendant.

Of which University Housing Services, Inc. and H.G. Reynolds Company, Inc.  
are the .....Appellants.

**APPELLANT H.G. REYNOLDS COMPANY, INC.'S RETURN TO RESPONDENT'S  
MOTION TO DISMISS APPEAL**

Appellant H.G. Reynolds Company, Inc. (“H.G. Reynolds”) pursuant to Rule 240(e), SCACR, submits this Return to Respondent’s (USC)<sup>1</sup> Motion to Dismiss the Appeal of H.G. Reynolds. H.G. Reynolds filed and served a Notice of Appeal on June 5, 2018, to appeal the Order denying Arbitration, Order Granting Motion to Amend, and Form 4 decision. USC filed a Motion to Dismiss H.G. Reynold’s appeal on October 3, 2018. In its Motion to Dismiss, Respondent argues – for the first time – that H.G. Reynolds lacks standing to appeal.

USC’s Motion to Dismiss goes to the very heart of the matter and the specific issue on appeal. USC is trying to circumvent H.G. Reynolds’ appeal while leaving in the appeal of another party, whose appeal they have not moved to dismiss, which presents the same issues to the Court.

USC argues that in their opinion the circuit court was correct that USC should not be compelled to arbitration, therefore, H.G. Reynolds is not aggrieved and cannot appeal the circuit court’s finding. If such logic was correct, then every party who appeals a motion that was denied by a circuit court could not appeal. Under their theory, the party would not be aggrieved because in the prevailing party’s opinion, the circuit court was correct.

The parties have been briefing and arguing the Motion to Compel Arbitration since January 2017. During the entire time, USC has never raised the arguments that H.G. Reynolds has no standing. H.G. Reynolds’ appeal has been pending since June 5, 2018 and USC only filed a motion to dismiss the appeal stating that H.G. Reynolds cannot appeal in October 2018.

For the reasons set forth below, H.G. Reynolds asserts it has standing to appeal the circuit court’s orders and this Court should dismiss USC’s Motion to Dismiss the Appeal.

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<sup>1</sup> Although the Motion to Dismiss refers to the Respondent “University of South Carolina Aiken (hereinafter “USC”), the Respondent as discussed below and in H.G. Reynolds’ Brief is the University of South Carolina (USC) given the amendments made to the pleadings.

## BACKGROUND

This litigation arises out of the construction of the Pacer Commons dormitory building at the University of South Carolina Aiken Campus. These are appeals from the circuit court's Order Denying University Housing Services, Inc. and H.G. Reynolds Company, Inc.'s Motions to Dismiss or Stay Civil Action for Arbitration, Order Granting Leave to File Second Amended Complaint, and Form 4 Decision of the circuit court denying Appellants H.G. Reynolds and University Housing Services, Inc.'s ("UHS") Motions to Reconsider the Order Denying Arbitration and Order Granting Motion to Amend.

On October 21, 2016, the University of South Carolina Aiken ("USCA") commenced Civil Action 2016-CP-02-02339 by filing its Complaint against Appellants and other parties alleging construction defects in the development and construction of Pacer Commons dormitory building. On October 24, 2016, USCA filed its First Amended Complaint. On December 5, 2016, H.G. Reynolds filed its Answer, Cross-Claims and Third-Party Complaint. On December 27, 2016, UHS filed its Answer to the First Amended Complaint and Cross-Claims. On December 30, 2016, UHS filed its Motion to Dismiss or in the Alternative, Motion to Substitute Real Party in Interest. On January 9, 2017, UHS filed its Motion to Dismiss or Stay the Civil Action in Favor of Arbitration. On January 27, 2017, H.G. Reynolds filed its Motion to Dismiss or Stay the Civil Action for Arbitration. On March 9, 2017, USCA filed its Motion to Amend First Amended Complaint to: 1) change the Plaintiff's name to the University of South Carolina ("USC") instead of University of South Carolina Aiken; 2) assert direct causes of action against the third-party defendants; and 3) add new defendants to the civil action.

The circuit court filed its Order Granting Leave to File Second Amended Complaint on May 19, 2017 and in the Order also allowed USC to dismiss without prejudice its breach of

contract claim. On May 23, 2017, the circuit court filed its Order Denying University Housing Services, Inc. and H.G. Reynolds Company, Inc.'s Motion to Dismiss or Stay Civil Action for Arbitration. On May 26, 2017, UHS filed its Motion to Reconsider the Order Denying Arbitration and Order Granting Motion to Amend. On May 30, H.G. Reynolds filed its Motion and Memorandum of Law in Support of Its Motion to Alter or Amend the Court's Order Denying H.G. Reynolds Company, Inc.'s Motion To Dismiss or Stay Civil Action for Arbitration, its Motion to Alter or Amend Pursuant to Rule 59(E), SCRCR, and Memorandum in Support of Its Motion To Reconsider the Order Granting the Plaintiff's Motion to Amend.

The circuit court denied the Motion to Reconsider and filed a Form 4 Decision on May 10, 2018. UHS filed and served a Notice of Appeal on June 4, 2018 and H.G. Reynolds filed and served a Notice of Appeal on June 5, 2018, to appeal the Order Denying Arbitration, Order Granting Motion to Amend, and the Form 4 Decision.

### **ARGUMENT**

#### **I. H.G. REYNOLDS IS AGGRIEVED BY THE CIRCUIT COURT'S ORDERS.**

Rule 201, SCACR, provides that a party aggrieved by an appealable order may appeal. USC incorrectly states that H.G. Reynolds is not aggrieved by the circuit court's ruling. USC states that H.G. Reynolds cannot be aggrieved because they lack appellate standing. This is simply not the case. In addition, USC has raised this lack of standing argument for the first time on appeal although the motion to compel arbitration has been argued several times since it has been pending since January 27, 2017.

##### **A. USC Cannot Assert Lack of Standing for the First Time on Appeal.**

USC argues that H.G. Reynolds has no standing. However, the decision of the lower court affects the interests of H.G. Reynolds in whether it can compel arbitration. As discussed

*infra*, H.G. Reynolds is an aggrieved party and has standing to bring this appeal pursuant to Rule 201, SCACR, and the law of South Carolina.

As this Court is well aware, an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review. *See Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 734 (1998). If it is not raised and ruled on at the trial court, the issue is not preserved for this Court. *See McCain v. Brightharp*, 399 S.C. 240, 251, 730 S.E.2d 916, 922 (Ct. App. 2012).

This Motion to Dismiss is the first time USC advances the argument that H.G. Reynolds does not have standing with respect to arbitration. At no point in the course of the underlying litigation has USC argued H.G. Reynolds lacks standing to compel arbitration, lacks standing to file a motion to compel arbitration, or lacks the ability to appeal any adverse ruling. Accordingly, USC cannot attempt to circumvent H.G. Reynold's appeal by cloaking a waived and non-preserved argument as a road block to appealability.

**B. H.G. Reynolds has Standing to File this Appeal.**

The entire issue on appeal is whether the circuit court erred in failing to compel arbitration. Even if USC had preserved the issue of H.G. Reynolds' standing to compel arbitration, the Record and evidence in front of this Court show that H.G. Reynolds has standing to file this appeal. The purpose of this appeal is simple – to address the issue of whether H.G. Reynolds has the right to compel arbitration. This issue has been more fully briefed by H.G. Reynolds in its Brief and H.G. Reynolds incorporates all of its arguments in this Return. USC seeks to circumvent this appeal by arguing the merits of the appeal through its Motion to Dismiss. Simply put, H.G. Reynolds has an interest in whether it has the right to compel arbitration.

In denying H.G. Reynolds' Motion to Compel Arbitration, H.G. Reynolds has become an aggrieved party and is entitled to file an appeal. Any argument regarding H.G. Reynolds's privity to the contract or third party right to arbitration are substantive matters that delve into the merits of the appeal – far outside the purview of a Rule 240, SCACR, Motion to Dismiss.

As will be argued in greater detail in this appeal and as argued in H.G. Reynolds' Brief, the arbitration provision in the Design-Build Agreement applies to USC claims, including USC's claims against H.G. Reynolds. USC cannot ask the Court to dismiss this case for lack of standing when the very basis for the appeal is to ask this Court to determine if the parties should be compelled to submit USC's claims to arbitration. Whether H.G. Reynolds has the right to appeal is a substantive issue ripe for this Court's adjudication, and should not be dismissed on a motion.

**C. H.G. Reynolds is an Aggrieved Party.**

USC's argument, raised for the first time in the appeal, that H.G. Reynolds is not an aggrieved party is without merit.

Rule 201(b), SCACR, provides that “[o]nly a party aggrieved by an order, judgment, or sentence may appeal.”

A party is aggrieved by a judgment or decree when it operates on his or her rights of property or bears directly on his or her interest. [Internal citations omitted]. The word “aggrieved” refers to a substantial grievance, a denial of some personal or property right, or the imposition on a party of a burden or obligation. [Internal citation omitted]. A party cannot appeal from a decision which does not affect his or her interest, however erroneous and prejudicial it may be to some other person's rights and interests.

*Beaufort Realty Co. v. Beaufort Cty.*, 346 S.C. 298, 301, 551 S.E.2d 588, 589–90 (Ct. App. 2001) (citing *Cisson v. McWhorter*, 255 S.C. 174, 178, 177 S.E.2d 603, 605 (1970); *Bivens v. Knight*, 254 S.C. 10, 13, 173 S.E.2d 150, 152 (1970)).

H.G. Reynolds is an aggrieved party by the circuit court's denial of its Motion to Compel Arbitration. It is being deprived of a fundamental right, its mode of trial. Importantly, it was H.G. Reynolds' Motion to Compel Arbitration that was denied and not another party's motion. The denial of the motion to compel arbitration operated on H.G. Reynolds' rights of property and bears directly on H.G. Reynolds' interest. *See Beaufort Realty Co. v. Beaufort Cty., supra.*

In *Shaw v. City of Charleston*, Darlene Shaw was injured when she tripped on the sidewalk in front of Marianna Hanckel's house on Tradd Street in Charleston. *Shaw v. City of Charleston*, 351 S.C. 32, 34, 567 S.E.2d 530, 531 (Ct. App. 2002). Shaw sued Hanckel and the City of Charleston alleging they were both negligent and jointly and severally liable for her injuries. *Id.* The trial court granted Hanckel's motion for summary judgment over City's objection. *Id.* City appealed the trial court's grant of the co-defendant's motion for summary judgment. *Id.*

This Court directed the parties to brief "the issue of whether a co-defendant in an action based on negligence is an 'aggrieved party' within the contemplation of Rule 201(b), SCACR, thereby vesting it with the right to appeal a grant of summary judgment to its co-defendant when the plaintiff in the action, against whom the summary judgment is awarded, does not file an appeal." *Id.* at 36, 567 S.E.2d at 532.

The Court held that defendant city was an "aggrieved" party with standing to challenge its co-defendant's dismissal from the underlying cause of action. *Id.* at 37, 567 S.E.2d at 532. The Court found that the decision was determinative of the City's rights. *See Id.* at 39, 567 S.E.2d at 534.

In this case, the circuit court's denial of H.G. Reynolds' Motion to Compel Arbitration was determinative of its rights, and therefore, H.G. Reynolds was aggrieved. *See Shaw v. City of Charleston, supra.*

In the alternative - which is not the case here - a party is not aggrieved by an order when they receive the relief they requested. *See Cisson v. McWhorter*, 255 S.C. at 178, 177 S.E.2d at 605 (the Court held a party was not aggrieved because he received what he asked for. "We can find nothing in the record that would constitute the appellant a party aggrieved in a legal sense. The judgment below unequivocally affirms the fact that the appellant has a first mortgage lien on the premises in question. There can be no benefit or improvement in the appellant's position should we reverse the judgment of the lower court. ... It is our conclusion that the appellant was not aggrieved by the judgment of the trial court, but rather benefited thereby, and is without legal right to appeal therefrom." ).<sup>2</sup>

In the present action, it is clear that H.G. Reynolds is an aggrieved party. H.G. Reynolds was denied its mode of trial. The circuit court denied H.G. Reynolds' Motion to Compel Arbitration. H.G. Reynolds is appealing direct orders to motions they have filed. Moreover, all of these motions directly impact H.G. Reynolds' mode of trial (arbitration vs. jury trial), exposure, and liability. As discussed in H.G. Reynolds' briefing materials for these underlying motions and the instant appeal, H.G. Reynolds is entitled to the protections and procedural advantages of arbitration. The orders H.G. Reynolds is appealing directly prohibit H.G.

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<sup>2</sup> Specifically, in the arbitration context, the Court has held that a party was not aggrieved when it got the relief it was seeking, i.e., the Court compelled arbitration. *See Concerned Riverchase Estate Owners v. Riverchase Estates Property Owners Association, Inc.*, 2018 WL 1569054 (2018). This is an unpublished decision, and has no precedential value.

Reynolds from invoking those protections and advantages. Accordingly, H.G. Reynolds is an aggrieved party and has the right to appeal the orders denying its rights.

**D. There is a Justiciable Controversy and H.G. Reynolds' Appeal Should be Addressed on the Merits.**

As to USC's argument that there is no arbitration agreement that binds it and therefore, there is no justiciable controversy, H.G. Reynolds incorporates its Brief which addresses this issue in detail. This issue is the very heart of the appeal and should not be dismissed on a fallacious purported procedural ground but should be addressed by the Court as to its merits in the pending appeal.

USC cites numerous cases for the proposition that H.G. Reynolds does not have standing to arbitrate and therefore cannot appeal. However, the cases cited by USC do not stand for the proposition that USC has cited them. The cases cited by USC addressed the various parties' arguments about arbitration and whether they have sufficient standing to be able to successfully compel arbitration, but did not hold that the parties did not have standing to appeal.

Under the facts of the various cases, the courts addressed the merits to determine if arbitration should be compelled under the facts. The cases do not stand for the proposition that a party has no right to appeal the denial of motion to compel arbitration based on a lack of standing, rather they found that a party lacked standing to compel arbitration based on the merits of the cases not on a procedural appellate ground. USC is arguing that in their opinion H.G. Reynolds should not be successful, so they should be denied their day in court on a procedural ground and have no opportunity to be heard on the merits. The cases cited by USC do not stand for this proposition, as it is contrary to the law of South Carolina.

The cases cited by USC do not stand for the proposition that a party cannot appeal or that a court should grant a motion to dismiss an appeal. *See e.g., Britton v. Co-Op Banking Group*, 4

F.3d 742 (9<sup>th</sup> Cir. 1993) (the court extensively addressed the merits and did not hold a party could not appeal because it lacked appellate standing. The basis of the court's decision to not compel arbitration on the merits was that the district court, on remand, concluded that Liebling lacked standing under the contract to assert a right to arbitrate and that the "default judgment" therefore remains in effect. Liebling timely appealed and the Ninth Circuit found they had jurisdiction pursuant to 28 U.S.C. § 1292(a)(1) and 9 U.S.C. § 15(a)(1)(A), (B) and heard the appeal); *Lorber Industries of California v. Los Angeles Printworks Corp.*, 803 F.2d 523 (9<sup>th</sup> Cir. 1986) (analyzed the facts and addressed the merits and was not dismissed due to a lack of appellate standing); *Trompeter v. Boise Cascade Corp.*, 877 F.2d 686 (8<sup>th</sup> Cir. 1989) (analyzed the facts and addressed the merits and was not dismissed due to a lack of appellate standing); *Benefit Life Ins. Co. v. Zimmeran*, 783 F. Supp. 853 (D.N.J. 1992) (analyzed the facts and addressed the merits and was not dismissed due to a lack of appellate standing, and also stated nonsignatories of a contract, however, may compel arbitration or be subject to arbitration if the nonparty is an agent of a party or a third party beneficiary to the contract.); *Jones v. Moneytree*, 686 So.2d 1166 (Ala. 1998) (analyzed the facts and addressed the merits and was not dismissed due to a lack of appellate standing).

H.G. Reynolds has extensively delineated the facts in its Brief and established that USC should be compelled to arbitrate. That is the issue before this Court and the issue should be addressed on its merits. This matter should not be dismissed on an incorrectly asserted procedural ground, and the appeal should not be dismissed based on USC's motion.

**E. The Court has Jurisdiction to Hear this Appeal as it was the Denial of a Motion to Compel Arbitration.**

USC completely ignores controlling precedent in arguing that this Court has no jurisdiction to hear an appeal from the circuit court's order denying a motion to compel

arbitration. USC's Motion to Dismiss the Appeal should be denied since USC is asking the Court to dismiss this case for lack of standing when the very basis for the appeal is to ask this Court to determine if the parties should be compelled to submit USC's claims to arbitration. As this issue involves arbitration, the Motion to Dismiss the Appeal must be viewed in that context.

The denial of a motion to compel arbitration is immediately appealable. *Towles v. United Healthcare Corp.*, 338 S.C. 29, 524 S.E.2d 839 (Ct. App. 1999).

As discussed in *Towles v. United Healthcare Corp.*, *supra*, when the Court found the denial of a motion to compel arbitration is immediately appealable, the Court went on to state that the FAA states: "An appeal may be taken from ... an order ... denying an application under section 206 of this title to compel arbitration." *Towles v. United Healthcare Corp.*, 338 S.C. at 34, 524 S.E.2d at 842 (citing 9 U.S.C.A. § 16(a)(1)(C) (1999)). Enacting this provision revealed Congress's "deliberate determination that appeal rules should reflect a strong policy favoring arbitration." *Towles v. United Healthcare Corp.*, 338 S.C. at 34-35, 524 S.E.2d at 842. South Carolina's statutory law provides a similar framework. *Towles v. United Healthcare Corp.*, 338 S.C. at 35, 524 S.E.2d at 842. South Carolina's Uniform Arbitration Act states: "[a]n appeal may be taken from ... [a]n order denying an application to compel arbitration made under § 15-48-20." *Id.* (citing S.C. Code Ann. § 15-48-200(a)(1) (Supp.1998)). Therefore, "an order that favors litigation over arbitration—whether it refuses to stay the litigation in deference to arbitration; refuses to compel arbitration; ... or grants, continues, or modifies an injunction against arbitration—is immediately appealable, *even if interlocutory.*" *Id.* The circuit court's order stated: "[D]efendants' motion to compel arbitration is denied, at this time, with leave to refile it at the completion of discovery in this action." *Id.* The circuit court's order favored litigation over arbitration by refusing to compel arbitration until the parties conducted additional discovery.

*Towles v. United Healthcare Corp.*, 338 S.C. at 35, 524 S.E.2d at 842-43. Therefore, United may appeal the circuit court's order denying its motion to compel arbitration. *Towles v. United Healthcare Corp.*, 338 S.C. at 35, 524 S.E.2d at 843 (citing 9 U.S.C.A. § 16(a)(1)(C) (1999); S.C. Code Ann. § 15-48-200(a)(1) (Supp.1998)).

H.G. Reynolds is appealing the circuit court's order denying its motion to compel arbitration and such order is immediately appealable, and H.G. Reynolds has the right to appeal the order which denied its Motion to Compel Arbitration.

**F. The Circuit Court's Order on the Motion to Amend is Inextricably Intertwined with the Circuit Court's Order Denying the Motion to Compel Arbitration.**

The Order on the Motion to Amend is inextricably intertwined with the Order Denying the Motion to Compel Arbitration.

The circuit court denied H.G. Reynolds' Motion to Compel Arbitration. H.G. Reynolds has appealed that decision. Included within that issue is an issue with the circuit court allowing USC to amend its Complaint. USC seems to argue that the Motion to Amend is not immediately appealable. USC repeatedly references the Motion to Amend but fails to delineate what the motion was concerning.

USC asserted a breach of contract claim based on the Design-Build Agreement (the agreement at issue). When the parties argued that USC itself recognized the applicability of the Design-Build Agreement by asserting a breach of contract claim based on the Design-Build Agreement and therefore should be compelled to arbitrate, USC moved to withdraw the breach of contract claim but only without prejudice, thereby, leaving the door open for USC to argue against arbitration and then reassert the breach of contract claim later if USC is not compelled to arbitration. As more fully discussed in the Briefs of UHS and H.G. Reynolds, the circuit court's

grant of the Motion to Amend is inextricably intertwined with the denial of the Motion to Compel Arbitration. *See Edge v. State Farm Mut. Auto. Ins. Co.*, 366 S.C. 511, 517, 623 S.E.2d 387, 390 (2005) (“[a]n order that is not directly appealable may be considered if there is an appealable issue before the court”).

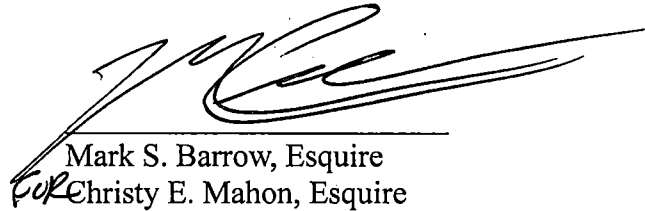
USC asserted a breach of contract claim. After the motions to compel arbitration were filed, the circuit court allowed USC to withdraw the breach of contract cause of action without prejudice. USC’s withdrawal without prejudice, as discussed in the briefing by H.G. Reynolds and incorporated herein by reference, allowed USC to both potentially be able to sue on the contract while simultaneously arguing there was no contract and therefore it could not be bound to the arbitration provision in that contract. H.G. Reynolds opposed the Motion to Amend and appealed that Order to the extent that the circuit court’s ruling allowing USC to withdraw its breach of contract claim, without prejudice, prejudiced H.G. Reynolds’ right to compel arbitration. Therefore, given the interplay between the Orders on the motions, the grant of the Motion to Amend is properly before the Court.

### CONCLUSION

USC’s arguments are not preserved for appeal. H.G. Reynolds is an aggrieved party since it was denied its mode of trial. The appeal should be addressed on its merits as there is no basis to dismiss H.G. Reynolds’ appeal on procedural grounds. Although USC, in its opinion, believes that the circuit court was correct in its findings, it does not follow that H.G. Reynolds’ appeal should be dismissed. If such logic was correct, then every party who appeals a motion that was denied by a circuit court could not appeal because the party would not be aggrieved, because in the other party’s opinion, the circuit court was correct in its findings.

For the reasons discussed *infra*, H.G. Reynolds respectfully requests this Court deny USC's Motion to Dismiss and allow the appeal to proceed on its merits.

October 19, 2018

A handwritten signature in black ink, appearing to read 'M. Barrow', is written over a horizontal line. The signature is fluid and cursive.

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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM AIKEN COUNTY  
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Doyet A. Early, III, Circuit Court Judge

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Of which University Housing Services, Inc. and H.G. Reynolds Company, Inc.  
are the .....Appellants.

**APPELLANT H.G. REYNOLDS COMPANY, INC.'S PROOF OF SERVICE**

I certify that I have served H.G. Reynolds Company, Inc.'s Return to Respondent's Motion to Dismiss Appeal on Respondent and all Counsel of Record by depositing a copy of it in the United States Mail, postage prepaid on October 19, 2018 addressed to their attorneys of record, listed as follows:

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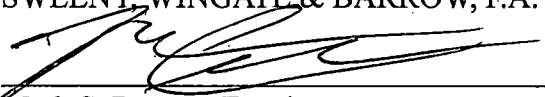
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October 18, 2018  
Columbia, South Carolina

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October 19, 2018

Reply to: Main Office

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**VIA HAND DELIVERY**

Honorable Jenny Abbott Kitchings  
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**RECEIVED**  
OCT 19 2018  
SC Court of Appeals

RE: University of South Carolina- Aiken v. H G Reynolds Company, Inc.,  
Appellate Case No.: 2018-001039  
Civil Action No.: 2016-CP-02-02339  
Our File: 1395-10472

Dear Ms. Kitchings:


Enclosed for filing is the original and seven (7) copies of H.G. Reynolds Company, Inc.'s Return to Respondents' Motion to Dismiss Appeal along with the Proof of Service. Please return a filed stamped copy of the Return to Respondents' Motion to Dismiss Appeal and Proof of Service with the courier.

By copy hereof, all counsel of record are being served with the above.

Thank you for your assistance, and should you have any questions, please do not hesitate to contact me.

Yours truly,

**SWEENEY, WINGATE & BARROW, P.A.**

  
for Christy E. Mahon

CEM/mha  
Enclosures

October 18, 2018

Page 2 of 3

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