THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Benjamin H. Culbertson, Circuit Court Judge

Case No. 2009-CP-22-1045

John Steven Goodwin, Louise C. Goodwin, Thomas I. Puckett and Brenda C. Puckett, Robert Nahama and Jeanne E. Nahama, Thomas Holland and Sharon Louise Holland, Joyce K. Sobel, Robert W. Waruszewski, Richard N. Taylor, Robert K. Spillers (a/k/a Robert Spillers), and Deborah T. Spillers (a/k/a Deborah Spillers), Patrick A. DiAngelo and Deborah A. DiAngelo, Gary E. Owens and Joyce M. Owens, Fount L. Shults and Lynda M. Shults, Dennis Ridgeway and Teresa Lynn Ridgeway, ... Appellants,

v.

Landquest Development, LLC, Kyle V. Corkum, South Bay Properties, LLC, C.R. Thompson and Sons, LLC, Ronald L. Charlton, Bonnie N. Charlton, James R. Charlton and Bayside Property Inc., The City of Georgetown, Hartford Casualty Insurance Company, Hartford Fire Insurance Company, and National Land Sales, Inc., f/k/a Source One Communities, LLC, a/k/a Source One Signature Communities, ... Respondents.

BRIEF OF RESPONDENT
CITY OF GEORGETOWN

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STATEMENT OF THE CASE

This action involves a real estate development in the City of Georgetown known as Harbor Club on Winyah Bay. The Appellants are purchasers of lots in the development. The Appellants filed suit on July 9, 2009, after the developers failed to construct various infrastructure and amenities.

Among the numerous Defendants is the Respondent City of Georgetown, which has been sued as the obligee on a Subdivision Performance Bond issued by the Respondent Hartford Fire Insurance Company as the surety for the developer. The Appellants' only cause of action against the City of Georgetown is the seventh cause of action as alleged in the Complaint. (R. 46-56). The Appellants seek only prospective relief against the City. (R. 65-66). Specifically, the Appellants pray for an order directing the City to call the Subdivision Performance Bond issued by the Respondent Hartford Fire Insurance Company as the surety. The Appellants also seek declaratory relief to the same effect.

On July 22, 2011, the Appellants' action was stricken because of the bankruptcy filed by South Bay Properties, LLC. (R. 1). Less than a month later, on August 21, 2011, the bankruptcy was dismissed. (R. 109-112). The Appellants, however, waited until January 22, 2013, to file a motion to restore the action. (R. 101). That motion was heard by Circuit Court Judge Benjamin Culbertson on March 7, 2013. Judge Culbertson ultimately issued an order denying the motion to

restore. He concluded the "the Plaintiffs' claims are barred by the statute of limitations and restoration of this case should be denied." (R. 7).

The Appellants thereupon filed a Rule 59(e) motion to alter or amend judgment, which was heard on June 6, 2013. Judge Culbertson ultimately denied that motion by an Order filed June 21, 2013. (R. 12-14). The Appellants then filed an appeal to this Court.

ARGUMENTS

I. The Circuit Court correctly ruled that the statute of limitations expired prior to the filing of the Appellants' motion to restore and that the Appellants failed to move to restore the action within a thirty-day window allowed under the United States Bankruptcy Code.

The Appellants contend that Circuit Court Judge Benjamin Culbertson erred in denying their motion to restore their lawsuit after the suit had been stricken based upon the bankruptcy of the Respondent South Bay Properties, LLC. By Order filed March 27, 2013, Judge Culbertson denied the motion to restore. Judge Culbertson ruled that the Appellants failed to seek to restore the action within the statute of limitations or within an additional thirty-day window allowed under the United States Bankruptcy Code, specifically 11 U.S.C. § 108(c). (R. 7).

The Appellants contend that Judge Culbertson erred in several respects. First, they argue that Judge Culbertson erred in relying on Rule 40(j), SCRCP, because the case was stricken based upon the automatic stay resulting from South Bay's bankruptcy and not by the consent of the parties per Rule 40(j). Second, the Appellants contend that the action was merely stricken and not dismissed, and as a result, the statute of limitations was not implicated. Third, the Appellants maintain that, even if the statute of limitations applied, the resolution of that issue was premature. Instead, as they claim, the action should have been restored, and the statute of limitations could have then been asserted as a defense. Each of these

arguments lack merit.

First and foremost, South Carolina law provides that a case when stricken is required to be restored within a particular timeframe which is established by the applicable statute of limitations. The Appellants appear to dispute that. The Appellants seem to claim that there is no timeframe or deadline that is established for a "stricken" case to be restored. According to the Appellants, a motion to restore can be filed at any time – without any consideration given to or the application of the statute of limitations. That is contrary to South Carolina law.

Without dispute, a case that is "stricken" under South Carolina procedural law is required to be restored by the filing and adjudication of a motion to restore. Even cases that are stricken because of a pending bankruptcy are not restored without the filing and adjudication of a motion to restore. *See e.g.*, *McNaughton–McKay Electric Co. of North Carolina, Inc. v. Andrich*, 324 S.C. 275, 482 S.E.2d 564 (Ct. App. 1997); *Jones v. Equicredit Corp. of South Carolina*, 347 S.C. 535, 556 S.E.2d 713 (Ct. App. 2001).[1] The requirement of a motion to restore is not limited to cases stricken under Rule 40(j). The Appellants appear to agree with that precept.

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[1] In at least one reported decision, a case stricken due to a bankruptcy was restored under Rule 40(j), SCRCP. *See*, *U.S. Bank Trust National Association v. Bell*, 385 S.C. 364, 684 S.E.2d 199, 203 (Ct. App. 2009) ("[a]fter Mr. Bell's bankruptcy case was closed, the foreclosure action was restored to the active docket on March 28, 2007, pursuant to Bank's motion under Rule 40(j), SCRCP"). *See also*, *In re Gorski*, 370 S.C. 357, 635 S.E.2d 95, 96 (2006) (attorney disciplinary case which refers to an action that was to be restored after the defendant's insurance company filed bankruptcy and the case was stricken pursuant to Rule 40(j)).

The Appellants nonetheless contend there is no time limitation for the filing of a motion to restore. Yet, a case stricken under Rule 40(j) clearly has a time limitation. That is obvious because Rule 40(j) expressly provides for a tolling mechanism for a statute of limitations. If the parties consent to striking a case under Rule 40(j), the parties must consent to a tolling of the statute of limitations for a period of one year on the condition the case is restored within one year after it is stricken. Logically speaking, if the statute of limitations provided no time limitation for the restoration of a stricken case, then the tolling provision set forth in Rule 40(j) would be absolutely meaningless. It is well settled that procedural rules, like statutes, "should be so construed that no word, clause, sentence, provision or part shall be rendered surplusage, or superfluous." *Abraham v. Palmetto Unified School District No. 1,* 343 S.C. 36, 538 S.E.2d 656, 662 (Ct. App. 2000), *citing Matter of Decker,* 322 S.C. 215, 471 S.E.2d 462, 463 (1995).[2] *See also, Stark Truss Co., Inc. v. Superior Construction Corp.,* 360 S.C. 503, 602 S.E.2d 99, 102 (Ct. App. 2004) (rule of civil procedure should not be construed so as to render its requirements meaningless).

Indeed, in *Maxwell v. Genez*, 356 S.C. 617, 591 S.E.2d 26 (2003), the South Carolina Supreme Court recognized that the time for restoration of a stricken case

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[2] *See, Maxwell v. Genez*, 356 S.C. 617, 591 S.E.2d 26 (2003) ("[i]n interpreting the meaning of the South Carolina Rules of Civil Procedure, the Court applies the same rules of construction used to interpret statutes").

is limited by the statute of limitations. The Supreme Court explained that "[a] party can move to restore a case to the docket more than one year after the claim was stricken without running afoul of Rule 40(j); the party simply cannot take advantage of the one year tolling period provided by the rule." 591 S.E.2d at 28. Therefore, in *Maxwell*, the plaintiff could move to restore more than a year after the case was stricken; however, as the Supreme Court recognized, the defendants were free to exercise "their right to oppose the motion to restore on grounds of the expiration of the statute of limitations" 591 S.E.2d at 28, n.2. In *Maxwell*, the Supreme Court ultimately reinstated the Circuit Court's denial of the motion to restore based upon the expiration of the statute of limitations.[3]

In the present case, the Appellants insist that their action was not stricken under Rule 40(j). They are correct. By Order filed July 22, 2011, Circuit Court Judge Larry Hyman struck the case "due to bankruptcy." (R. 1). The Form 4 Order shows that the case was not stricken under Rule 40(j).

However, that makes absolutely no difference in the final analysis. As discussed above, any case that is "stricken" must be restored. Moreover, there is a time limitation on a motion to restore regardless of whether the case is stricken under Rule 40(j) or due to bankruptcy. Otherwise, a party could attempt to restore

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[3] Additional procedural history of the case is available in the Court of Appeals' decision which was reversed by the Supreme Court. *See*, *Maxwell v. Genez*, 350 S.C. 563, 567 S.E.2d 496 (Ct. App. 2002).

a case whenever he wants -- five years, ten years or even fifty years later. Clearly, that is not the law. Despite the Appellants' protestations, there *is* a time limitation, and that is established, like in *Maxwell*, by the statute of limitations, subject of course to any applicable tolling provisions.

In the case at bar, the one-year tolling provision of Rule 40(j) is inapplicable for two reasons. First, as the Appellants themselves point out, the case was not stricken under Rule 40(j), and the parties did not consent in writing to any tolling period. Second, even if Rule 40(j) were applicable, the motion to restore was filed more than a year after the case was stricken, and accordingly, the Appellants "simply cannot take advantage of the one year tolling period provided by the rule." *Maxwell*, 591 S.E.2d at 28.

As Judge Culbertson did note, the United States Bankruptcy Code does, however, provide for a "tolling" provision or more aptly a "savings" provision that allows for any case to be commenced or continued (i.e. restored) if such action is taken within thirty days after notice of the termination or expiration of the bankruptcy stay. 11 U.S.C. § 108(c). Yet, the application of this "tolling" or "savings" provision does not save the Appellants' case. Moreover, the Appellants have not asserted any other applicable tolling laws or theories.

During oral argument in the lower court, the Appellants' counsel conceded that the statute of limitations for his clients would have begun to run at the earliest in 2008, when the infrastructure and amenities had not been completed (or for that

matter begun to be built) by the developer. (Supp. R. 351). Judge Culbertson focused on August 2008, and using that date, the three-year statute of limitations would have expired in August 2011.[4] The South Bay bankruptcy was dismissed on August 12, 2011. Therefore, the Appellants had until September 12, 2011, by which to file their motion to restore. That did not occur. The motion to restore was filed on January 22, 2013, which was more than sixteen months later.[5]

Even if the Appellants take issue with using August 2008 (or any date in 2008) as the date that the statute of limitations began to run, the Appellants cannot dispute using July 9, 2009, which is the filing date of their Complaint. (R. 17). Using that date, the three-year statute of limitations expired on July 9, 2012, which was still more than six months prior to the date that the motion to restore was filed. Under any scenario, it is clear that the three-year statute of limitations expired prior to any attempt by the Appellants to restore this action after it was stricken due to South Bay's bankruptcy.

Finally, the Appellants argue that Judge Culbertson should have restored the case and required the parties to argue a statute of limitations defense later. In other

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[4] The City of Georgetown does not concede that the applicable statute of limitations is three years. To the extent that the Appellants maintain that they have sued the City for monetary relief, which is denied, then the statute of limitations would be governed by the Tort Claims Act and would be two years. *See*, S.C. Code Ann. § 15-78-110.

[5] Even using the final day of 2008 given the Appellants' concession that the earliest date was in 2008 (Supp. R. 351), then the motion to restore needed to be filed by December 31, 2011, and that did not occur.

words, they claim that the expiration of the statute of limitations is no basis for denying the motion to restore. That position is directly contrary to the Supreme Court's decision in *Maxwell v. Genez*, 356 S.C. 617, 591 S.E.2d 26 (2003), where the Court reinstated the Circuit Court's denial of a motion to restore because the statute of limitations had expired. The Court, in fact, recognized the defendants' "right to oppose the motion to restore on grounds of the expiration of the statute of limitations." 591 S.E.2d at 28, n.2. Consequently, it was absolutely appropriate for Judge Culbertson to have considered the statute of limitations and used its expiration as the basis for denying the motion to restore.

In sum, Judge Culbertson correctly analyzed the issues presented by the Appellants' motion to restore. He recognized that a case that is stricken must be restored and that there is a time limitation for doing so, which is established by the statute of limitations. He further determined that the statute of limitations expired long before the Appellants filed their motion to restore and that there was no "tolling" or "savings" provision under state law (Rule 40(j)) or federal bankruptcy law (11 U.S.C. § 108(c)) that made the Appellants' motion timely.

II. The Appellants' constitutional arguments are neither preserved for appellate review nor have any merit.

The Appellants have also raised a number of other collateral issues that are not properly preserved for appellate review but which nonetheless have no merit.

The Supreme Court and this Court have repeatedly explained that an appellant cannot raise an issue on appeal that was not first raised to *and* decided by the lower court. In *Elam v. South Carolina Department of Transportation*, 361 S.C. 9, 602 S.E.2d 772 (2004), the Supreme Court explained that "[i]ssues and arguments are preserved for appellate review only when they are raised to and ruled on by the lower court." 602 S.E.2d at 779-780. "Error preservation requirements are intended 'to enable the lower court to rule properly after it has considered all relevant facts, law, and arguments.'" *Ellie, Inc. v. Miccichi*, 358 S.C. 78, 594 S.E.2d 485, 498 (Ct. App. 2004), *citing I'On v. Town of Mt. Pleasant*, 338 S.C. 406, 526 S.E.2d 716, 724 (2000). "It is well settled that an appellate court cannot address an issue unless it was raised to, *and ruled upon by,* the trial court." *Id.* (Emphasis in original).

In particular, the Appellants have raised a due process argument for the first time on appeal whereby they claim to have never been placed on "notice" of any requirement to restore their lawsuit within the statute of limitations or within thirty days after the termination of the bankruptcy stay. This issue was not properly raised below, and it is clear that the issue was never addressed by Judge Culbertson in his orders. In fact, the Appellants' counsel never uttered the words "due process" at either hearing. While a cursory reference was made to "due process"

for the first time in the Rule 59(e) motion, that was untimely.[6]

Nonetheless, the Appellants now argue that "[t]he order striking Appellants' case violated Appellants' procedural due process rights by failing to provide any notice that the order was or would be subject to the procedural requirements of either Rule 40(j) or § 108(c)." *See*, Appellants' Brief, p. 14. This argument fails for three primary reasons. First, the Appellants are jurisdictionally precluded from claiming any error as a result of Judge Hyman's order striking the case. The Notice of Appeal reflects that no appeal was filed from that order. (R. 153-154). Second, Judge Culbertson did not hold that Rule 40(j) or 11 U.S.C. § 108(c) created any procedural obligation or deadline to restore the Appellants' case. He simply concluded that those provisions were not applicable to "toll" or "save" the Appellants' case given the untimely motion to restore. And third, it is well settled that "[e]veryone is presumed to have knowledge of the law and must exercise reasonable care to protect his interests." *Smothers v. U.S. Fidelity and Guaranty Co.*, 322 S.C. 207, 470 S.E.2d 858, 860 (Ct. App. 1996).

The Appellants have also asserted an equal protection argument. As this Court has explained, "[t]he *sine qua non* of an equal protection claim is a showing

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[6] It is well settled that a Rule 59(e) motion may not be used to present a new issue or new evidence to the court that could have been presented prior to entry of judgment. In *Hickman v. Hickman,* 301 S.C. 455, 392 S.E.2d 481 (Ct. App. 1990), this Court held: "A party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not." 392 S.E.2d at 482.

that similarly situated persons received disparate treatment." *Olson v. South Carolina Department of Health and Environmental Control*, 379 S.C. 57, 663 S.E.2d 497, 504 (Ct. App. 2008). The Equal Protection Clause "does not prohibit different treatment of people in different circumstances under the law." *Harbit v. City of Charleston*, 382 S.C. 383, 675 S.E.2d 776, 782-83 (Ct. App. 2008). Here, the Appellants argue that other similar lawsuits were restored after the South Bay bankruptcy was terminated. However, those cases were restored with the consent of the parties and involved different statutes of limitations. Nonetheless, as Judge Culbertson pointed out during the motion hearings, the fact that other cases were restored by consent and with no challenge by the parties to the timeliness of the restoration distinguishes the present case.[7] In short, the Appellants cannot show that the Court ruled inconsistently or otherwise treated similarly situated litigants differently. The Appellants' equal protection arguments clearly lack merit.

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[7] As former Chief Judge Sanders explained, "appellate courts in this state, like well-behaved children, do not speak unless spoken to and do not answer questions they are not asked." *State v. Austin*, 306 S.C. 9, 409 S.E.2d 811, 817 (Ct. App. 1991). The same is true with trial courts. The judges can address only the issues raised to them. If the parties consented in other cases to restore the actions and no one raised the timeliness of the motions to restore, it was not the court's duty to raise such an issue *sua sponte*. In fact, as this Court has explained, "[i]t is an error of law for a court to decide a case on a ground not before it." *City of North Myrtle Beach v. Lewis-Davis*, 360 S.C. 225, 599 S.E.2d 462, 464 (Ct. App. 2004).

III. The Appellants' claims against the City of Georgetown are now moot, and for that reason, this Court lacks appellate jurisdiction.

The Respondent City of Georgetown further submits that all claims alleged by the Appellants against the City are moot, and as a result, this Court lacks appellate jurisdiction.[8]

The South Carolina Supreme Court has explained that the Declaratory Judgments Act "has its limits." *Sunset Cay, LLC v. City of Folly Beach*, 357 S.C. 414, 593 S.E.2d 462, 466 (2004). "An adjudication that would not settle the legal rights of the parties would only be advisory in nature and, therefore, would be beyond the intended purpose and scope of the Uniform Declaratory Judgments Act." *Id.* "To state a cause of action under the Declaratory Judgment Act, a party must demonstrate a justiciable controversy." *Id.* "A justiciable controversy is a real and substantial controversy which is ripe and appropriate for judicial determination, as distinguished from a dispute or difference of a contingent, hypothetical or abstract character." *Rainey v. Haley*, 404 S.C. 320, 745 S.E.2d 81, 87 (2013). Most importantly, "[a] declaratory judgment should not address moot or abstract matters." *Sunset Cay,* 593 S.E.2d at 466.

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[8] The City previously filed a motion to dismiss this appeal on the same basis. That motion was summarily denied by Acting Judge Jasper Cureton by Order filed April 16, 2014. (R. 15). The City is reasserting the grounds for dismissal herein in order to bring the issue before the full panel and because the issue is one of subject matter jurisdiction which may be raised at any stage of the litigation. Furthermore, in the event of an additional appeal, the City wants to ensure that this issue is properly preserved.

It is well settled that an appellate court lacks subject matter jurisdiction when there is no justiciable controversy between the parties. *Byrd v. Irmo High School*, 321 S.C. 426, 468 S.E.2d 861 (1996). When events occurring after the filing of an appeal render the appeal moot as to one or more parties, the appellate court lacks subject matter jurisdiction over that aspect of the appeal. *Id.*

In the case at bar, there is no longer any justiciable controversy between the Appellants and the City of Georgetown. The Appellants' only cause of action against the City is the seventh cause of action as alleged in the Complaint. (R. 46-56). The Appellants have only sought prospective relief against the City. (R. 65-66). Through their claim for declaratory relief, the Appellants sought an order directing the City to call the Subdivision Performance Bond issued by the Respondent Hartford Fire Insurance Company as the surety so that the required site improvements may be installed. The record reflects that the City took that action -- the City called the Subdivision Performance Bond with the surety, Hartford Fire Insurance Company. In addition, the City brought suit against Hartford and resolved that action by entering into an Agreement dated August 20, 2013.[9] That Agreement, a copy of which is an exhibit to the Hershon Affidavit previously filed with this Court (R. 168-179), provides for the installation of and payment for the site improvements as required by the City of Georgetown Land Development

[9] The Appellants' Notice of Appeal was served July 23, 2013. (R. 153-154).

Regulations and S.C. Code Ann. § 6-29-1180. In accordance with that Agreement, Hartford has engaged a contractor and issued a Notice to Proceed under the Construction Contract. As a result, the Appellants have received the relief sought, and their claim against the City is rendered moot.

In disputing the City's assertion that their claim is now moot, the Appellants previously made two arguments. First, the Appellants claimed that the City's agreement with Hartford does not cover all improvements. Second, they argued that they may amend on remand – if successful on the merits of their appeal – to pursue a money damages claim against the City. Neither argument has merit.

As to the first argument, the Agreement between the City and Hartford does address all site improvements as *required* by the Land Development Regulations and S.C. Code Ann. § 6-29-1180. Section 500.1 of the Land Development Regulations provides that "[t]he Planning Commission shall not give approval of the Final Plat for recording unless the subdivider has installed *the following improvements as herein specified and required*, or has provided a financial guarantee therefore as specified in Section 502." (R. 193). (Emphasis added). Section 502 states that a developer must provide "Financial Guarantees covering *all improvements required by this Ordinance*" – i.e., the "required improvements." (R. 198). (Emphasis added). The financial guarantees may take the form of a subdivision performance bond. Section 502.3 provides that "[p]rior to completion of any or all *required improvements* by the subdivider, the subdivider may post a

performance bond with the governing authority guaranteeing the completion of *said improvements*." (R. 198). (Emphasis added). Clearly, the financial guarantees in the form of a performance bond may cover only "required improvements." In fact, the funds from the bond may only be used to guarantee and pay for "required improvements." *See*, Section 502.5, City of Georgetown Land Development Regulations ("Any funds received from the financial guarantees required by this Ordinance shall be used only for the purpose of making the improvements for which said guarantees were provided"). (R. 200). Those "required improvements" are set forth in Section 501, which is entitled "Required Improvements," and those required improvements are provided for in the Agreement with Hartford. Hartford, as the surety, has agreed to install and pay for the site infrastructure improvements required under Section 501.

In their second argument, the Appellants claim that they are intended beneficiaries under the Subdivision Performance Bond issued by Hartford. That is not the case. The Subdivision Performance Bond itself clearly and unambiguously provides that "[n]o right of action shall accrue hereunder to or for the use or benefit of anyone other than the obligee." (R. 180).

Moreover, the Appellants have not included a money damages claim in their only cause of action against the City. Paragraph 131 of the Complaint provides that "the declaratory relief sought by Plaintiffs herein will partially mitigate Plaintiffs' damages to which Plaintiffs otherwise claim entitlement." *See*,

Complaint, para. 131. (R. 56). But that language refers to the damages claimed from the other Defendants, most notably the developer. The Appellants have not sought damages against the City as is evident from the assertion that "there is no adequate remedy at law with respect to these issues, except by way of the relief provided by the declaratory judgment statutes aforesaid." *See*, Complaint, para. 132. (R. 56).

Further, the Court is strongly urged to review the prayer at the end of the Complaint. In the prayer as to the Seventh Cause of Action, which is the only count against the City, the Appellants sought "an Order declaring and requiring that the City of Georgetown ... utilizing [sic] the bond to start or complete the required improvements and site infrastructure." *See*, Complaint, p. 49. (R. 65).

Again, the Appellants have received *that very relief.* It is well settled that a party's receipt of the requested relief moots a claim. *See*, *Southeastern Housing Foundation v. Smith*, 380 S.C. 621, 670 S.E.2d 680, 684, n.2 (Ct. App. 2008); *Sloan v. Friends of the Hunley, Inc.*, 369 S.C. 20, 630 S.E.2d 474 (2006). The Appellants' claims have thus been rendered moot. There is no longer any case or controversy between the City and the Appellants, and for that reason, this Court lacks subject matter jurisdiction over this appeal as it applies to the City. The Appellants' appeal against the City therefore should be dismissed.

CONCLUSION

Based on the foregoing discussion and analysis, the Respondent City of Georgetown respectfully requests that this Court affirm the orders of Circuit Court Judge Benjamin H. Culbertson filed March 27, 2013 and June 21, 2013, denying the Appellants' motion to restore and ending this action against all Respondents including the City. In the alternative, the City of Georgetown respectfully requests that this Court dismiss the Appellants' appeal against the City as moot.

Respectfully submitted,

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CERTIFICATE OF COUNSEL

The undersigned counsel for the Respondent City of Georgetown certifies that the Final Brief of Respondent City of Georgetown complies with Rule 211(b), SCACR.

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CERTIFICATE OF COMPLIANCE

The undersigned counsel for the Respondent City of Georgetown certifies that the Final Brief of Respondent City of Georgetown complies with the Supreme Court's Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings, issued April 15, 2014.

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