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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
C/A No. 2016-CP-40-05885
Jocelyn Newman, Circuit Judge

Appellate Case No. 2017-002234

Stephany A. Connelly and James M. Connelly, Plaintiffs,

v.

The Main Street America Group, Old Dominion Insurance Company, Allstate Fire and Casualty Insurance Company, Debbie Cohn, and Freya Trezona Defendants,

Of which Allstate Fire and Casualty Insurance Company, The Main Street America Group, Old Dominion Insurance Company are the Appellants,

And

Stephany A. Connelly and James M. Connelly are the Respondents.

THE APPELLANTS
The Main Street America Group and Old Dominion Insurance Company's
PETITION FOR REHEARING

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INTRODUCTION

The appellants, The Main Street America and Old Dominion Insurance Company, hereby petition this Court, in accordance with Rule 221 of the South Carolina Appellate Court Rules, for rehearing of this appeal. This petition is made on the following grounds:

In its Opinion No. 5755, filed on August 12, 2020, the Court applied the concepts of fault, liability, and coverage without due analytical rigor and overlooked or misapprehended the following points:

- The parties' stipulation that "Trezona's negligence caused the accident" does not amount to an admission of her liability in tort when the parties also stipulated that Old Dominion denied Connelly's claim because "Trezona cannot be legally responsible to Connelly due to her immunity under the Act";

- A fair reading of the phrase "legally entitled to recover as damages," in accordance with the ordinary meaning of its constituent words, does not reveal any semantic dichotomy that could support a finding of ambiguity, particularly in light of Connelly's stipulation that she "is not legally entitled to recover damages from Trezona, because Trezona is immune from suit as a co-employee under the exclusivity provision of the Act."

- The Supreme Court's opinions in *Laird* v. *Nationwide*, *Vernon v. Harleysville*, *Park v. Safeco*, and *Lawson v. Porter*, hold that recovery under a UM endorsement is subject to the condition that the insured establish the at-fault driver's legal liability in a tort action;

- In *Ferguson v. State Farm* the insured obtained a judgment against the at-fault driver before proceeding against the insurance company to recover benefits under the UM endorsement; and

- Unlike here, the at-fault drivers in *Antley v. Nobel* and *Sanders v. Doe* were not vested with immunity to a tort action and, therefore, having instituted lawsuits against those drivers, the victims could seek UM benefits from their insurers.

DISCUSSION[1]

I. South Carolina caselaw has long held that a judgment against the at-fault driver is a *sine qua non* of an action against an insurer for recovery of the benefits under the policy's uninsured motorist coverage.

Under § 38-77-150(A) of the South Carolina Code, the insurers are to include in their policies a provision "undertaking to pay the insured all sums he is *legally entitled to recover as damages* from the owner or operator of the uninsured motor vehicle." S.C. Code Ann. § 38-77-150(A) (2015) (emphasis added). This Court endorsed the trial court's view that, in spite of the statutory language, "finding entitlement to recovery is not a condition precedent to entitlement to UM coverage." *Connelly v. The Main Street America Group*, Op. No. 5755 (S.C. Ct. App. filed Aug. 12, 2020) (Shearouse Adv. Sh. No. 31 at 35). This Court failed to grapple, however, with a string of opinions of the South Carolina Supreme Court that hold otherwise.

A. *Laird v. Nationwide Ins. Co.*, 243 S.C. 388, 134 S.E.2d 206 (1964)

Mrs. Laird sued an uninsured at-fault driver and won a judgment awarding both compensatory and punitive damages. *Id.* at 390–92, 134 S.E.2d at 207–08. Having established the driver's liability in tort, she demanded her uninsured-motorist-coverage (UM) carrier to pay the sums that equaled the damages award, in accordance with its policy obligation. *Id.* Because the insurer, Nationwide Insurance Company, refused to pay the sum of punitive damages, Laird sued for breach of contract. *Id.* The circuit court found for Laird and Nationwide appealed. *Id.*

Considering the issue whether Nationwide was required to pay the punitive-damages portion of the judgment, the Supreme Court first noted the language of the UM endorsement of

[1] These appellants hereby incorporate by reference the statement of facts and the argument section of their final brief and adopt the arguments made by the appellant, Allstate Fire and Casualty Insurance Company, in its petition for rehearing.

Nationwide's policy as consistent with the statutory command: The endorsement "obligat[ed] the insurer to pay the insured 'all sums which he shall be legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle." *Id.* at 393, 134 S.E.2d at 209. The court then held that "[r]ecovery under the uninsured endorsement is *subject to the condition* that the insured *establish legal liability* on the part of the uninsured motorist." *Id.* at 394, 134 S.E.2d at 209 (emphasis added). The motorist's legal liability is to be established in a tort action. *Id.* The *Laird* court was explicit that only "[a]fter a *judgment is entered* against the uninsured motorist, a direct action *ex contractu* can be brought to recover from the insurance company on its endorsement . . . ." *Id.* (emphasis added).

B. Vernon v. Harleysville Mut., 244 S.C. 152, 135 S.E.2d 841 (1964)

Just three and a half months after deciding *Laird*, the South Carolina Supreme Court issued an opinion in *Vernon v. Harleysville*, a case involving a declaratory judgment action for allocation of liability between two insurers. 244 S.C. at 153, 135 S.E.2d 842. The plaintiff had recovered a judgment against the uninsured motorist and then sought payment of benefits under the UM and collision coverages. *Id.*

Having parsed the language of the policies at issue, the Supreme Court observed that the UM "endorsement guarantees payment, within specified limits, of *a judgment recovered against an uninsured motorist on his tort liability.*" *Id.* at 158, 135 S.E.2d at 844 (emphasis added). In other words, an insured does not have an enforceable right to seek UM benefits from its insurer until a jury delivers a verdict awarding damages from the at-fault driver.

The court went on to cite its recent opinion in *Laird* to expound the statutory provision obligating insurers to undertake to pay all sums their insureds are legally entitled to recover as damages:

> We have held that *recovery* under the uninsured endorsement *is subject to the condition that the insured establish legal liability on the part of the uninsured motorist*. Such an action is *ex delicto* and the liability and the amount of damages are the only issues to be determined therein. *After judgment is entered against the uninsured motorist*, a direct action can be brought to recover from the insurance company on its endorsement.

Id. at 159, 135 S.E.2d 844 (emphasis added) (citing *Laird v. Nationwide Insurance Co.*, 243 S.C. 388, 134 S.E.2d 206 (1964)).

C. *Lawson v. Porter*, 256 S.C. 65, 180 S.E.2d 643 (1971)

In *Lawson*, the Supreme Court considered whether an insurer—appearing in the action in which the insured sought to establish the uninsured driver's liability in tort—could assert its subrogation rights and other policy defenses. *Id.* at 67–68, 180 S.E.2d at 643–44. The court drew a careful distinction between the action establishing tort liability of the at-fault driver and a contract action establishing an insurer's liability under the UM endorsement. *Id.* at 68, 180 S.E.2d at 644. The court reiterated *Laird*'s holding that the former, resulting in a judgment, is necessary for the latter's viability and held that "in the event the plaintiff *obtains a judgment* against the defendant and an action *ex contractu* is brought by him against [the insurer], under the uninsured motorist provision of his policy, then [the insurer] may plead any policy defenses . . . ." *Id.* at 68–69, 180 S.E.2d at 644.

This holding all but outright states that a tort action resulting in a judgment against the at-fault driver is a condition precedent to recovery from the UM insurer.[2]

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[2] Note that this reading of the phrase "legally entitled to recover as damages" has been embraced by the United States Courts of Appeals for the Fourth and Third Circuits. *See Adcock v. Allstate Ins. Co.*, 936 F.2d 567 (4th Cir. 1991) ("Under South Carolina law, recovery under an uninsured motorist endorsement . . . is subject to the condition that the insured first establish the legal liability of the uninsured motorist. . . . Because [the insured]'s release of the [at-fault driver] barred him from ever establishing the condition precedent to his recovery of benefits from his own insurance company, summary judgment was proper . . . ."); *O'Brien v. Government Employees Insurance Company*, 372 F.2d 335, 341–42 (3rd Cir. 1967) ("We also note that

D. H.C. Park v. Safeco Inc. of America, 251 S.C. 410, 162 S.E.2d 709 (1968)

The Supreme Court's decision in *Park v. Safeco* perfectly illustrates operation of *Laird*'s holding that the statutory phrase "legally entitled to recover as damages" sets a condition precedent (in the form of a tort judgment against the at-fault driver) to recovery of the UM benefits.

Mr. Park suffered injuries in a collision with one Richard McCall. Before suing McCall in tort, however, Park filed a declaratory judgment action against two insurers: his own UM carrier, Southern Home Insurance Company, and McCall's liability insurer, Safeco Insurance Company of America. *Id.* at 411–12, 162 S.E.2d at 709–10. According to the Supreme Court, "[t]he effect of the plaintiff's request to the court [wa]s to ask it to determine which insurance company, if either, should pay a judgment when and if such should be obtained." *Id.* at 414, 162 S.E.2d at 711.

The court held that Park had no standing to sue the insurers until and unless he established McCall's liability in tort. *Id.* at 415, 162 S.E.2d at 711. This is because, Park

> ha[d] no right to call upon McCall for payment of damages until he establishe[d] liability, and accordingly, *he ha[d] no right* to call upon any insurance company alleged to protect McCall, nor *to call upon his own insurance carrier under the uninsured motorist endorsement of his own policy until such liability [w]as fixed.* Stated another way, no right to recover c[ould] accrue to plaintiff against either insurance company until and unless McCall be[came] liable to pay.

Id. at 413, 162 S.E.2d at 710 (emphasis added).

Virginia's sister state, South Carolina, has enacted an Uninsured Motorists Act, modeled after the Virginia Act, which contains provisions . . . identical to the Virginia Act . . . . Although the courts of that state have not passed upon the identical question involved here, there is no doubt that they view a judgment against the motorist as necessary to a suit against the insurer on the contract.")

II. This Court followed the trial court's failure to distinguish fault from liability.

As shown by the Supreme Court's opinions cited above, a viable court action establishing an uninsured driver's liability in tort is a prerequisite to the insurer's liability under contract. In affirming the trial court's order, this Court conflated fault with liability, mischaracterized the parties' stipulations, and failed to follow mandatory authority.

For example, contrary to the *Lawson* opinion where the Supreme Court distinguished two types of actions and the insures' role in them, this Court found that the language of § 39-77-150(B) of the South Carolina Code "did not address any requirement of filing suit against the at-fault driver[]" while quoting its language that expressly provides for service of copies of the pleadings in an action establishing driver's liability before the insured could proceed against the insurer. *Connelly*, Op. No. 5755 (S.C. Ct. App. filed Aug. 12, 2020) (Shearouse Adv. Sh. No. 31 at 10). The Court then found that because "Respondents filed this declaratory judgment, Insurers were served, and the parties stipulated to Trezona's negligence . . . the Insurers were afforded protection intended by § 38-77-150(B)." *Id.*

As the Supreme Court indicated in *Park*, however, a declaratory judgment action to determine the insurer's liability under a UM endorsement is not an action establishing tort liability of the uninsured driver. *See Park*, 251 S.C. at 413–15, 162 S.E.2d at 710–11. This is particularly salient here, because although the parties stipulated that Trezona had been negligent, they did not stipulate that she was liable. (R. p. 143 at ¶¶ 10, 13, 14.)

To state the obvious, negligence is a defendant's degree of fault that may or may not lead to his or her liability. *See Black's Law Dictionary* 1053, 1196 (10th ed. 2014) That fault is not tantamount to liability is perfectly illustrated by manufacturers' liability for the injuries caused by their products or employers' liability for the employees' on-the-job injuries: They

can be held liable despite having exercised utmost care. *See generally* F. Patrick Hubbard and Robert L. Felix, *The South Carolina Law of Torts* 235–42, 301–03 (4th ed. 2011); *Machin v. Carus Corp.*, 419 S.C. 527, 534, 799 S.E.2d 468, 471 (2017). In a negligence cause of action, on the other hand, proving fault, though necessary, is not sufficient. *See generally* F. Patrick Hubbard and Robert L. Felix, *The South Carolina Law of Torts* 45–243 (4th ed. 2011).

To establish liability, plaintiff has to prove that defendant's fault, be it negligence or recklessness, was not only the cause-in-fact but also the legal cause of his or her injury. *See id.*; *Machin,* 419 S.C. at 541–42, 799 S.E.2d at 475–76 (2017). Thus, sometimes a defendant will not be liable if the plaintiff's own failure to exercise due care significantly contributed to their accident, nor will a defendant be liable if by operation of law his or her negligence was not the legal cause of plaintiff's injuries. *Id.*

Here, Trezona's negligence—because of Trezona's status as Connelly's co-employee—was not the legal cause of Connelly's injuries, which barred Trezona's liability in tort. *See Machin*, 419 S.C. at 543, 799 S.E.2d at 476. In fact, the parties' stipulation provides that "Connelly is not legally entitled to recover damages from Trezona, because Trezona is immune from suit as a co-employee under the exclusivity provision of the [South Carolina Workers' Compensation] Act[]"; and further, that Connelly's claim under the liability and UM coverages of Old Dominion's policy was denied because "Trezona cannot be legally responsible to Connelly due to her immunity under the Act." (R. p. 143 at ¶¶ 13 and 14.)

In light of the above analysis, this Court's finding (in discussing the status of Trezona's car as an uninsured vehicle) that because the "Insurers stipulated that Trezona's negligence caused the accident . . . liability could not be denied, and Insurers made coverage denials[,]"

Connelly, Op. No. 5755 (S.C. Ct. App. filed Aug. 12, 2020) (Shearouse Adv. Sh. No. 31 at 40–41), is plainly wrong.

III. The finding of ambiguity in the statutory language was unwarranted.

"The words of a governing text are of paramount concern, and what they convey, in their context, is what the text means." A. Scalia & B. Garner, *Reading Law: The Interpretation of Legal Texts* 56 (2012). This is Scalia and Garner's articulation of the supremacy-of-text principle that evidently has been endorsed by the South Carolina Supreme Court: "Statutory construction must begin with the language of the statute. In interpreting statutory language, words are generally given their common and ordinary meaning." *Jennings v. Jennings*, 401 S.C. 1, 4, 736 S.E.2d 242, 243 (2012) (citations omitted). This Court, however, did not engage in textual and structural interpretations of the phrase "legally entitled to recover as damages" before approving the trial court's erroneous application of the canons of statutory construction.

The trial court sought to deviate from the plain meaning of the statutory language by searching for a nonexistent ambiguity. In doing so it did not scrutinize the text—considering the meaning of each word and their larger statutory context—as to uncover any semantic dichotomies. Instead, the trial court based its finding of ambiguity solely on the basis of "the lack of statutory or policy definition for the phrase 'legally entitled to recover' and the parties' conflicting interpretations . . . ." (R p. 7.) This allowed for purposive interpretation and a conclusion that "[i]nterpreting the statute to require that plaintiffs first secure the judgment . . . undermines the legislative intent." *Connelly*, Op. No. 5755 (S.C. Ct. App. filed Aug. 12, 2020) (Shearouse Adv. Sh. No. 31 at 38).

But even if the phrase were ambiguous, that ambiguity had been long resolved. As discussed above, in *Laird* and *Vernon* the Supreme Court explicitly held that the phrase

"legally entitled to recover as damages" necessarily entailed the requirement of securing a judgment against the driver before any recovery against the insurer could be had. *Laird,* 243 S.C. at 394, 134 S.E.2d at 209; *Vernon*, 244 S.C. at 159, 135 S.E. 2d. at 844. So, even though the trial court found such an interpretation contrary to the legislative intent, it was nonetheless bound by it.

IV. This Court misapplied *Ferguson v. State Farm* and attached undue significance to *Antley v. Nobel* and *Sanders v. Doe.*

This Court was correct to cite the Supreme Court's opinion in *Ferguson v. State Farm Mut. Auto. Ins. Co.*, 261 S.C. 96, 198 S.E.2d 522 (1973) for the proposition that the insurer's obligation to its insured under the UM policy becomes enforceable only after the liability of the uninsured driver is established. *Connelly*, Op. No. 5755 (S.C. Ct. App. filed Aug. 12, 2020) (Shearouse Adv. Sh. No. 31 at 38). Inexplicably, however, it inferred from that decision that procurement of a judgment against the uninsured driver was not necessary to the recovery of UM benefits. *Id.*

Granted, the *Ferguson* court did not address this issue explicitly, but only because it must have viewed it as a foregone conclusion. Note that before suing State Farm, the insured's widow won a $100,000 verdict against the estate of the at-fault driver. *Ferguson*, 261 S.C. at 98, 198 S.E.2d at 523. The sole issue before that court was whether the exclusionary provisions of the policy—which allowed State Farm to reduce its liability for recovered judgment by the amount the estate received under the Workers' Compensation Act (the insured died while driving in the course and scope of his employment)—violated the UM statute because they reduced the required effective coverage and were contrary to public policy. *Id.* at 100–101, 198 S.E.2d at 524–25.

Consistent with its prior decisions, the Supreme Court held that State Farm's "liability under the uninsured motorist endorsement is contractual in nature and arises after the liability of the uninsured motorist has been established and is not subject to reduction by the amounts received by the respondent here under the Workmen's Compensation Law . . . ." *Id.* at 102, 198 S.E.2d 525.

Apart from *Ferguson*, this Court sought to anchor its decision in caselaw from other jurisdictions, which on closer examination turns out to be irrelevant.

This Court cited *Antley v. Nobel Insurance Co.*, 350 S.C. 621, 567 S.E.2d 872 (Ct. App. 2002) and *Sanders v. Doe*, 831 F.Supp. 886 (S.D. Ga. 1993) to support its finding that Connelly was not precluded from recovery of UM benefits even though she had received workers' compensation benefits. *Connelly*, Op. No. 5755 (S.C. Ct. App. filed Aug. 12, 2020) (Shearouse Adv. Sh. No. 31 at 39–40). Unlike Connelly, however, Antley and Sanders were not victims of their co-employees or employers.

The plaintiff in *Antley* was a professional truck driver who had suffered injuries in an accident caused by an unidentified driver in Savanah, Georgia. *Antley*, 350 S.C. at 624, 567 S.E.2d at __. Because the accident occurred in the course and scope of his employment, he was entitled to the benefits under the Workers' Compensation Act. *Id.* Unlike here, however, his receiving workers' compensation could not have barred recovery of the UM benefits because the liability of the unidentified driver could be established in an action filed pursuant to the "John Doe" provision of the Georgia's UM statute. *See Id.*

Thus, Antley first sued the unknown driver as "John Doe" in Georgia and only then sued the insurer in South Carolina to reform the policy and recover UM benefits. *Id.* Furthermore, unlike here, Nobel Insurance Company, which insured Antley's employer, sought

to evade coverage by invoking exclusionary provisions of its policy and attempting to avail itself of the immunity that belonged to its named insured. *Id.* at 625–626, 567 S.E.2d at __. The court rightfully rejected that argument because an action to recover UM benefits is contractual in nature and the exclusive remedy provision of the Workers' Compensation Act immunizes the employers to actions in tort. *Id.*

Here, however, these appellants never argued that Connelly could not recover UM benefits because they were somehow protected from contractual liability by the exclusive remedy provision of the Act. It was Trezona, the at-fault driver, who was protected by the Act. Because of that protection, Connelly was not legally entitled to recover damages from her. And as the Supreme Court's precedent holds, that recovery was indispensable to Old Dominion's subsequent contractual liability. Because unlike Trezona, *Antley*'s John Doe was not immune to liability in tort, the quoted passage from *Antley* opinion has no bearing on the issues raised in this appeal. *See Connelly*, Op. No. 5755 (S.C. Ct. App. filed Aug. 12, 2020) (Shearouse Adv. Sh. No. 31 at 39.)

Similarly, the opinion of the United States District Court for the Southern District of Georgia in *Sanders v. Doe*, 831 F.Supp. 886 (S.D. Ga. 1993), bears no significance for the issues at hand. *Sanders* involved almost identical set of facts as *Antley.* The insurer, Aetna Casualty and Surety Company, tried to cloak itself in the protected status of the plaintiff's employer, claiming to be its alter ego. *Id.* at 890. Because Aeatna's obligations to Sanders were contractual in nature, Aeatna could not have been protected by the Act's exclusive remedy provision that immunized only employers and co-employees to an action in tort. *Id.* at 890–91. But again, the John Doe driver in *Sanders* was not immune by virtue of the exclusive remedy provision of the Act and his liability, unlike Trezona's, could be established.

Because it is the at-fault driver's status as immune to liability in tort that matters here, the *Antley* and *Sanders* opinions are of no moment.

CONCLUSION

Under long-standing precedent an insured's recovery of benefits under uninsured-motorist coverage is conditioned upon successful tort action against the at-fault driver. Only a liability established in such an action can lead to insurer's liability in contract. Mere demonstration of fault in a declaratory judgement action cannot establish tort liability. Holding otherwise has no support in the text of the statute and runs counter to mandatory caselaw.

Because this Court overlooked and misapprehend both law and stipulated facts, The Main Street America Group and Old Dominion Insurance Company hereby request rehearing and reconsideration of the appellants' arguments and reversal of the trial court's order.

Respectfully submitted,

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APPEAL FROM RICHLAND COUNTY
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C/A No. 2016-CP-40-05885
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Of which Allstate Fire and Casualty Insurance Company, The Main Street America Group, Old Dominion Insurance Company are the Appellants,

And

Stephany A. Connelly and James M. Connelly are the Respondents.

PROOF OF SERVICE

I certify that on August 27, 2020 I have served the appellants The Main Street America Group and Old Dominion Insurance Company's Petition for Rehearing by electronic mail—in accordance with the May 29, 2020, order of the Supreme Court, Appellate Case No. 2020-000447 at § (g)(3)—on counsel for the respondents, Stephany A. Connelly and James M. Connelly, and the appellant, Allstate Fire and Casualty Insurance Company, sent to their AIS-registered email addresses, as follows: John D. Kassel, Esq., jkassel@kassellaw.com; Theile Branham McVey, Esq., tmcvey@kassellaw.com; Benjamin Davis McCoy, Esq., bmccoy@hnblaw.com; Alfred Johnston Cox, Esq., jcox@gwblawfirm.com; and Ashley Berry Stratton, Esq., astratton@gwblawfirm.com.

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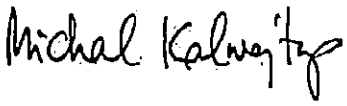

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August 27, 2020
Columbia, South Carolina

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Subject:	SERVICE of Old Dominion and MSA"s Petition for Rehearing--Connelly v. Allstate, et al., Appellate Case No. 2017-002234
Date:	Thursday, August 27, 2020 6:38:00 PM
Attachments:	Old Dominion and MSA"s Petition for Rehearing--Appellate Case No. 2017-002234.pdf

Dear Counsel:

Attached please find a PDF of the appellants The Main Street America Group and Old Dominion Insurance Company's Petition for Rehearing in the above-referenced matter, hereby served upon you as counsel of record, in accordance with the Supreme Court's May 29, 2020 Order, §(g)(3), (Appellate Case No. 2020-000447).

Best regards,
Michal Kalwajtys
Attorney for the Appellants
The Main Street America Group and
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Subject: Filing of the appellants Old Dominion and Main Street's Petition for Rehearing--Connelly v. The Main Street America, et al., Appellate Case No. 2017-002234
Attachments: Old Dominion and MSA's Petition for Rehearing--Appellate Case No. 2017-002234.pdf

Dear Madam Clerk:

Attached for filing in accordance with the Supreme Court's May 29, 2020 Order regarding Operation of the Appellate Courts During the Coronavirus Emergency (Appellate Case No. 2020-000447) please find PDF file with the appellants The Main Street America Group and Old Dominion Insurance Company's Petition for Rehearing in the above-referenced matter. Please note that the proof of service (with the email message regarding service) is embedded in the PDF. Please also note that the petition along with the filing fee is also being mailed to the Court.

Best regards,

Michal Kalwajtys
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OF COUNSEL

August 28, 2020

The Honorable Jenny Abbott Kitchings
Clerk of Court, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: *Connelly v. The Main Street America Group, et al.*
Appellate Case No. 2017-002234
Our File No. 15248-493
FILING FEE–PETITION FOR REHEARING

Dear Madam Clerk:

Enclosed please find a $50 check that covers the filing fee for the appellants The Main Street America Group and Old Dominion Insurance Company's petition for rehearing in the above-referenced matter. I have also attached a single, unbound copy of the petition, in accordance with the requirements set forth by the Supreme Court in its May 29, 2020 order (Appellate Case No. 2020-000447; § (d)); the petition was filed electronically on August 27, 2020, as shown by the attached email to ctappfilings@sccourts.org, pursuant to §(c)(6) of the aforesaid order.

With kind regards I remain,

Sincerely,

Michal Kalwajtys

Enc. as stated

cc w/o enc. (by email): All counsel of record

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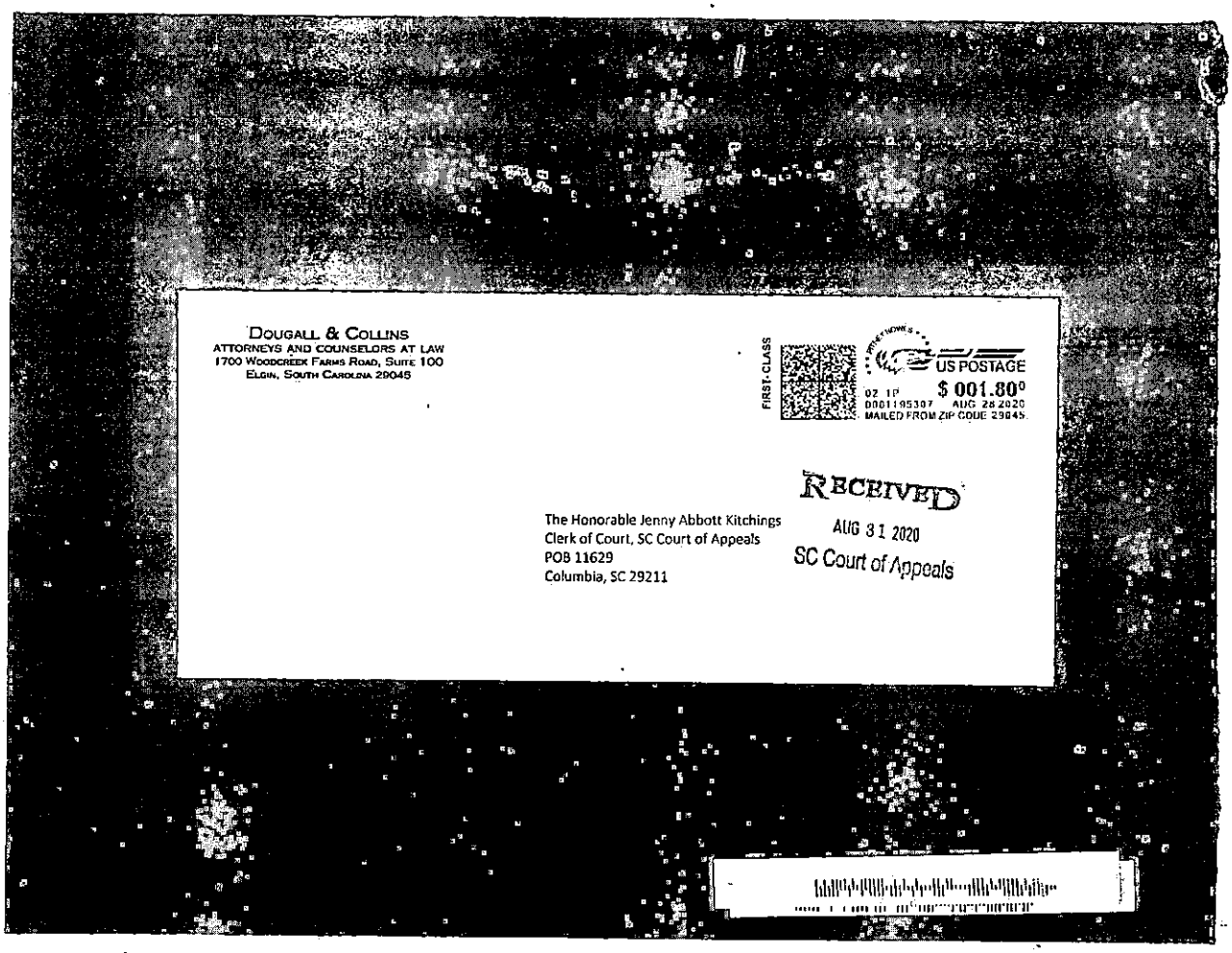

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