THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Alex Kinlaw, Jr., Circuit Court Judge

Case No. 2020-001525

JAMES EARL TEGELER,

Appellant,

v.

CHARLOTTE COLLIER, HANNAH ELIZABETH COLLIER, LINDA SMITH, NORTHGATE BAPTIST CHURCH,

Respondents.

FINAL REPLY BRIEF OF APPELLANT

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ARGUMENT IN REPLY

Without restating the issues or making redundant arguments which have been thoroughly set forth in Appellant's initial brief, Appellant offers the following points of clarification and rebuttal to the arguments raised by Respondents.

I. THE LOWER COURT ERRED DISMISSING APPELLANT'S CLAIMS AGAINST RESPONDENTS BEFORE DISCOVERY BEGAN AND PLEADINGS WERE CLOSED UNDER A RULE 56 MOTION FOR SUMMARY JUDGMENT

A motion for summary judgment is premature before pleadings have closed and adequate discovery has occurred. Rule 56, SCRCP; *see Hooper v. Ebenezer Senior Servs. & Rehab. Ctr.*, 386 S.C. 108, 114, 687 S.E.2d 29, 32 (2009); *Celotex Corp. v. Catrett*, 477 U.S. 317, 322-24, 106 S. Ct. 2548, 2552-53 (1986). At this point, no preliminary discovery has occurred in this case (i.e., requests for admissions, requests for interrogatories, requests for production of documents). No depositions have occurred. Discovery is not closed. The pleadings are not closed. Appellant's cause of action for civil conspiracy has been waived upon appeal. (R. p. 570). Any discussion related to the cause of action for civil conspiracy is moot. Whether the lower court erred dismissing the cause of action for negligent infliction of emotional distress is a matter of developing, modifying, or extending existing legal theory. The cause of action for negligent infliction of emotional distress has been presented before the Appellate Court as a question of undecided law in the application of a legal theory in this action beyond the "bystander" theory. (R.pp. 614-615).

A Rule 12(b)(6) motion to dismiss transforms into a Rule 56 motion for summary judgment when the court considers matters outside of the pleadings:

> Every defense, in law or fact, to a cause of action in any pleading, whether a claim, counterclaim, cross-claim, or third-party claim, shall be asserted in the responsive pleading thereto if one is required, except that the following defenses may at the option of

> the pleader be made by motion . . . failure to state facts sufficient to constitute a cause of action . . . . If, on a motion asserting the defense numbered (6) to dismiss for failure of the pleading to state facts sufficient to constitute a cause of action, matters outside the pleading are presented to and not excluded by the Court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56. Rule 12(b)(6), SCRCP.

Here, the lower court considered matters outside of the pleadings for Northgate. However, Northgate presented a redacted version of the severance agreement on March 25, 2020. (R.pp. 203-207). Northgate only presented an unredacted version of the severance agreement later on August 13, 2020. (R.pp. 222-226). The hearing for Northgate's motion to dismiss was held on August 18, 2020. The motion for a fully unredacted version of the severance agreement was not submitted ten (10) days before the hearing for James to have the opportunity and properly respond with an affidavit to counter the re-submitted, unredacted severance agreement. Rules 56(c), (e), SCRCP. Northgate relied upon the redacted information in its argument and at the hearing. (R.pp. 40, 45, 145 -165, 213, 217-218).

A Rule 12(c) motion for judgment on the pleadings transforms into a Rule 56 motion for summary judgment when the court considers matters outside of the pleadings:

> After the pleadings are closed but within such time as not to delay the trial, any party may move for judgment on the pleadings. If, on a motion for judgment on the pleadings, matters outside the pleadings are presented to and not excluded by the Court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56. Rule 12(c), SCRCP.

Here, the lower court did entertain matters outside of the pleadings for Hannah and her grandmother. (R.pp. 13-22, 180-194, 243-245, 248-249, 278-306, 317-321, 323, 433-444). On August 17, 2020, and the day before the hearing on August 18, 2020, Hannah submitted an affidavit in support of her Rule 12(c) motion for judgment on the pleadings that transformed into

a Rule 56 motion for summary judgment. Hannah's grandmother Linda Smith never submitted any affidavits or other matters to support their position under Rule 56 motion for summary judgment. The motion with Hannah's affidavit was not submitted ten (10) days before the hearing for James to have the opportunity and properly respond with an affidavit to counter her affidavit. Rules 56(c), (e), SCRCP.

By contrast, Hannah's mother Charlotte Collier never submitted any affidavits to support their position under Rule 56 motion for summary judgment merely relying upon pleadings alone. Nonetheless, Charlotte relied upon matters outside of the pleadings submitted by other parties instead and facts never alleged in her amended answer. (R.pp. 26-33, 118-122, 166-180, 194-196, 227-231, 233, 235, 278-289, 290-306, 317-321, 323, 433-444). The lower court erred granting Charlotte's Rule 12(c) motion for judgment on the pleadings whereby the remedy is to amend the complaint—not to dismiss the action. Rule 15(a), SCRCP; *Skydive Myrtle Beach v. Horry Cty.*, 426 S.C. 175, 179-80, 826 S.E.2d 585, 587 (2019); *Spence v. Spence*, 368 S.C. 106, 129, 628 S.E.2d 869, 881 (2006); Rule 15(a), SCRCP; *see Quality Towing, Inc. v. City of Myrtle Beach*, 340 S.C. 29, 38, 530 S.E.2d 369, 373 (2000).

Therefore, the lower court erred dismissing James's claims prior to any developing the facts of the case through pleadings, discovery, affidavits, and other admissible evidence. The other matters considered by the court were not admissible evidence. Rules 12(b)(6), 12(c), 56, 60, SCRCP.

II. THE LOWER COURT ERRED DISMISSING APPELLANT'S CLAIMS AGAINST RESPONDENT NORTHGATE BAPTIST CHURCH BY RULING UPON THE UNDERLYING MERITS OF THE DISPUTE INSTEAD OF WHETHER APPELLANT ALLEGED A VIABLE CAUSE OF ACTION

A Rule 12(b)(6) motion to dismiss pertains to whether Appellant James Earl Tegeler

("James") alleged facts warranting sufficient causes of action against Respondent Northgate Baptist Church ("Northgate"). *Toussaint v. Ham*, 292 S.C. 415, 416, 357 S.E.2d 8, 9 (1987). James pled the following causes of action against Northgate: (1) false imprisonment; (2) defamation; (3) fraud in the inducement; (4) negligent misrepresentation; (5) negligent hiring, supervision, and retention of employees; (6) intentional infliction of emotional distress; (7) negligent infliction of emotional distress; (8) wrongful termination; and (9) civil conspiracy. Northgate presented no substantive arguments pertaining to James's allegations warranting sufficient pleading of the abovementioned causes of action. (R.pp. 39-47, 200-201, 213-220).

The analysis pertains to whether James's allegations in James's complaint sufficiently pled the basis for recovery of James's causes of action. Rule 12(b)(6), SCRCP; *Sloan Constr. Co. v. Southco Grassing, Inc.*, 377 S.C. 108, 112-21, 659 S.E.2d 158, 161-66 (2008); *see Charleston Cty. Sch. Dist. v. Laidlaw Transit, Inc.*, 348 S.C. 420, 424, 559 S.E.2d 362, 364 (Ct. App. 2001); *Toussaint*, 292 S.C. at 416. As the non-moving party, James's allegations in his complaint must be deemed and admitted as if true for a Rule 12(b)(6) motion to dismiss. *Food Lion, Inc. v. United Food & Commer. Workers Int'l Union*, 351 S.C. 65, 78-79, 567 S.E.2d 251, 257-58 (Ct. App. 2002) (citing *Fields v. Melrose P'ship*, 312 S.C. 102, 104, 439 S.E.2d 283, 284 (Ct. App. 1993)) (Stilwell, J., dissenting). The lower court may only look within the four corners of James's complaint for the sole purpose that James's allegations do, in fact, support James's causes of action against Northgate. *Food Lion, Inc.*, 351 S.C. at 69; *Skydive Myrtle Beach*, 426 S.C. at 175. Instead, the lower court erroneously entertained Northgate disputing the underlying merits of James's causes of action against Northgate when Northgate asserted that its severance agreement barred James's causes of action against Northgate. The underlying dispute of James's causes of action against Northgate attack the very formation and contractual interpretation of the

severance agreement. Northgate only made substantive arguments to the underlying dispute as to the contract formation related to ambiguity of the severance agreement, application of the time-period for the severance agreement, and James's being under duress when signing the severance agreement. (R.pp. 42-46, 200-201, 212-213). Alternatively, James argued legal theories disputing the underlying merits related to: (1) ambiguity in the severance agreement that does not bar James's claims arising on or after the date of signing the severance agreement; (2) unenforceable exculpatory provision in the severance agreement; (3) lack of contract formation due to duress, lack of assent, and mental incapacity arising from the causes of action for false imprisonment, fraud in the inducement, and negligent misrepresentation; and, (4) implied offer to return settlement amount from severance agreement. Rules 12(b)(6), 56, 60, SCRCP. (R.pp. 62, 66-71, 254-257, 259-270, 411, 418-426). Thus, the lower court erred ruling upon the underlying merits of the dispute instead of whether James sufficiently pled causes of action against Northgate. (R.pp. 42-46).

III. THE LOWER COURT ERRED DISMISSING APPELLANT'S CLAIMS AGAINST RESPONDENT NORTHGATE BAPTIST CHURCH WHEN A GENUINE DISPUTED ISSUE OF MATERIAL FACT EXISTS THAT THE SEVERANCE AGREEMENT DID NOT BAR ALL CLAIMS APPELLANT HAD TOWARD RESPONDENT NORTHGATE BAPTIST CHURCH

First, a genuine disputed issue exists regarding the material fact of that the severance agreement does not bar James's causes of action against Northgate. Rules 12(b)(6), 56, 60(b), SCRCP. The dispute concerns the severance agreement as not legally binding, consisting of an unenforceable exculpatory clause, ambiguous in its application, and not applying to Northgate's conduct the day of and after the parties signed the severance agreement. When read as a whole, the pertinent provisions in the severance agreement entail various ambiguities that are construed against the drafter Northgate. The scope of the severance agreement only applies to barring

claims against Northgate prior to the date of James's termination:

- In exchange for the Company's agreement to provide the above payment, Employee agrees not to make any claims or demands or to commence any lawsuits against the Company on any matters arising from or related in any way to the Employee's employment with or termination from the Company. (R.pp. 222-223).

- In exchange for the Company's agreement to provide the above payment, Employee agrees not to make any claims or demands or to commence any lawsuits against the Company on any matters arising from or related in any way to the Employee's employment with or termination from the Company . . . . (R.pp. 222-223).

- This [Section 3(A)] specifically includes, but is not limited to, a release of any and all rights, claims, and causes of action of any sort arising under . . . any other legal theory or cause of action, regardless of type, character or form, he may have; any and all causes of action, whether in law and/or in equity, for any expense, reinstatement, loss, mental or physical injury, costs, attorneys' fees, mental anguish, pain and suffering, medical bills or costs, physical or mental impairment, damage to reputation, loss of enjoyment of life, loss of consortium, lost earnings or profits, lost wages of commissions, lost bonuses, lost seniority or retirement benefits, other lost employment benefits including, but not limited to, vacation, or holiday pay and long or short term disability, *or any other damage (whether actual, compensatory, punitive, treble or otherwise) suffered or which may be suffered by Employee due to any event which occurred prior to the date of this Separation Agreement and Release* . . . . ((R.pp. 222-223) (emphasis added)) [herein referred to as "exculpatory clause"].

- Employee further expressly agrees that *this Agreement may be treated as a complete defense* to any action or proceeding that may be brought by Employee . . . against the Company . . . for relief or damages of any kind arising from Employee's employment or termination from employment with the Company . . . . ((R.pp. 222-224) (emphasis added)).

- The intent of this Agreement is to fully and finally resolve all claims and possible claims against the Company that are waivable whether legal or equitable. *However, it is understood that Employee is not releasing or waiving any rights or claims which may arise after this Agreement is executed, any claims for the sole purpose of enforcing Employee's rights under this Agreement, or any claims which by law cannot be waived* . . . . ((R.pp. 222-224) (emphasis added)).

The severance agreement suffers from ambiguity in the release(s) concerning the application of Section 3(A) and Section 3(D) for James to bring viable causes of action against Northgate that arose from the day of and after signing the severance agreement. James's termination on April 10, 2018, gave rise to the following cause(s) of action: false imprisonment;

fraud in the inducement; negligent hiring, supervision, and retention of employees; and, wrongful termination. (R.pp. 69-71). James's causes of action also accrued after James's termination for defamation; negligent hiring, supervision, and retention of employees; intentional infliction of emotional distress; and, negligent infliction of emotional distress. (R.pp. 69-71). Moreover, the exculpatory clause in Section 3(A) is an overly broad exculpatory clause that violates public policy by allowing Northgate to escape liability for its own negligence, gross negligence, reckless conduct, willful or wanton conduct, or, intentional acts. *McCune v. Myrtle Beach Indoor Shooting Range, Inc.*, 364 S.C. 242, 248-52, 612 S.E.2d 462, 465-67 (Ct. App. 2005); *Fisher v. Stevens*, 355 S.C. 290, 295-97, 584 S.E.2d 149, 152-54 (Ct. App. 2003); *Berkebile v. Outen*, 311 S.C. 50, 53 n.2, 426 S.E.2d 760, 762 (1993); *S.C. Elec. & Gas Co. v. Combustion Eng'g, Inc.*, 283 S.C. 182, 191, 322 S.E.2d 453, 458 (Ct. App. 1984). Because the exculpatory clause is overly broad, then such claims for negligence, gross negligence, reckless conduct, willful or wanton conduct, or, intentional acts cannot be waived by law under Section 3(D) of the severance agreement.

Second, a genuine disputed issue exists regarding the material fact of that the formation of the severance agreement is found wanting. James argued a lack of contract formation due to duress, lack of assent, and mental incapacity arising from the causes of action for false imprisonment, fraud in the inducement, and negligent misrepresentation. (R.pp, 42-46, 66-71, 259-264, 266-270). These issues clearly remain in dispute as to contract formation as previously discussed without the full opportunity to develop discovery or consider further pleadings prior to the lower court prematurely dismissing James's claims against Northgate.

Therefore, the lower court erred barring James's causes of action based on the severance agreement because the contract formation and contractual interpretation are disputed issues of

material fact as to the unenforceability of the severance agreement or applicability of the same to James's causes of action. (R.pp. 39-40, 42-46).

IV. THE LOWER COURT ERRED DISMISSING APPELLANT'S CLAIMS AGAINST RESPONDENTS CHARLOTTE COLLIER, HANNAH ELIZABETH COLLIER, AND LINDA SMITH BY RULING UPON THE UNDERLYING MERITS OF THE DISPUTE INSTEAD OF WHETHER APPELLANT ALLEGED A VIABLE CAUSE OF ACTION THAT WOULD MERIT ANY RELIEF UNDER ANY LEGAL THEORY

The lower court erred by dismissing James's causes of action against Hannah, her mother, and her grandmother. James pled the following causes of action against Hannah, her mother, and her grandmother: (1) defamation; (2) intentional infliction of emotional distress against; (3) negligent infliction of emotional distress; and, (4) civil conspiracy. Respondents Hannah Elizabeth Collier and Linda Smith waived the issue under the lower court granting their Rule 12(b)(6) motion to dismiss James's claims upon appeal because they only refer to the lower court's ruling on their Rule 12(c) motion for judgment on the pleadings. (R.pp. 672-687). For a Rule 12(c) motion for judgment on the pleadings, the analysis pertains to whether James's allegations in James's complaint sufficiently pled the basis for recovery under any legal theory of law after the pleadings are closed. Rule 12(c), SCRCP; *Russell v. Columbia*, 305 S.C. 86, 89, 406 S.E.2d 338, 339 (1991); *Gregory v. Gregory*, 292 S.C. 587, 590, 358 S.E.2d 144, 147 (Ct. App. 1987); *see Diminich v. 2001 Enters., Inc.*, 292 S.C. 141, 142, 355 S.E.2d 275, 275 (Ct. App. 1987). Again, the lower court must deem the facts alleged in the complaint as true. *Firemen's Ins. Co. v. Cincinnati Ins. Co.*, 302 S.C. 234, 236, 394 S.E.2d 855, 856 (Ct. App. 1990). Ultimately, the lower court erred when it evaluated the causes of action against Hannah, her mother, and her grandmother for defamation and intentional infliction of emotional distress based on the underlying merits of the claim by raising affirmative defenses. (R.pp. 13-22, 26-35).

Affirmative defenses such as opinion, privileged communication, truth related to a cause of action for defamation are not a basis for dismissal, especially before any discovery had taken place or the pleadings have closed. *See Garrard v. Charleston Cty. Sch. Dist.*, 429 S.C. 170, 195-202, 838 S.E.2d 698, 711-15 (Ct. App. 2019) (opinion); *McBride v. Sch. Dist. of Greenville Cty.*, 389 S.C. 546, 562, 698 S.E.2d 845, 852 (Ct. App. 2010) (privileged communication); *Swinton Creek Nursery v. Edisto Farm Credit*, 334 S.C. 469, 484-85, 514 S.E.2d 126, 134 (1999) (privileged communication); *Herring v. Lawrence Warehouse Co.*, 222 S.C. 226, 232-35, 72 S.E.2d 453, 454-55 (1952) (citations omitted) (truth). (R.pp. 15-24, 28-36). Moreover, a genuine disputed issue exists regarding the material fact of defamation and intentional infliction of emotional distress. Because, affirmative defenses by operation dispute an issue of fact for a factfinder or jury to decide. *Garrard*, 429 S.C. at 95-202 (opinion); *City of San Diego v. Roe*, 543 U.S. 77, 78-85, 125 S. Ct. 521, 522-26 (2004) (opinion); *Adams v. Daily Tel. Printing Co.*, 292 S.C. 273, 279, 356 S.E.2d 118, 122 (Ct. App. 1986) (citations omitted) (truth); *Rivers v. Florence Printing Co.*, 141 S.C. 364, 370, 139 S.E. 781, 782 (1927) (privileged communication). The entire discussion of affirmative defenses by Hannah, her mother, and her grandmother challenging defamation and intentional infliction of emotional distress is moot.

Second, the progression of facts is overlooked with respect to Hannah, her mother, and her grandmother reporting James to the pastor of Northgate Dr. Barry Jimmerson for having an "inappropriate relationship" with Hannah to Northgate firing James based on the same vernacular. (R.pp. 62-64, 66-71). On or around March 12, 2018, Hannah and her mother reported James of having an inappropriate relationship with Hannah. (R. p. 66). The effect of Dr. Jimmerson hearing the accusation of "inappropriate relationship" left the impression that a romantic relationship, a sexual relationship, or both occurred between James and Hannah. (R. p.

67). At this point, the damage of the offensive, defamatory statement was done as soon as Hannah, her mother, and her grandmother open their mouths to say "inappropriate relationship." *Holtzscheiter v. Thomson Newspapers*, 332 S.C. 502, 508-510, 506 S.E.2d 497, 501-02 (1998); *see Parrish v. Allison*, 376 S.C. 308, 321-23, 656 S.E.2d 382, 389-90 (Ct. App. 2007); *Adams*, 292 S.C. at 279 (citations omitted); *Herring*, 222 S.C. at 234-35 (citations omitted); *Flowers v. Price*, 192 S.C. 373, 377-78, 6 S.E.2d 750, 751-52 (1940) (Toal, A.J., concurring). Moreover, Hannah, her mother, and her grandmother approached Dr. Jimmerson as James's employer related to his interactions with Hannah outside the scope of his employment. (R.pp. 63-67, 270-274, 317-321, 323). Hence, as a matter of slander per se that is actionable, Hannah, her mother, and her grandmother challenged James's fitness in his profession, accused him of a crime of moral turpitude, and accused him with the commission of a crime in the characterization of Hannah as a child instead of a legal adult. (R.pp. 574-581, 596-613).

The lower court may not unilaterally decide the meaning of "inappropriate relationship." Rather, the lower court only determines whether a defamatory statement is capable of susceptible defamatory meaning or an offensive meaning in the mind of a reasonable listener. *See Parrish*, 376 S.C. at 321-23; *Adams*, 292 S.C. at 279; *Herring*, 222 S.C. at 234-35 (citations omitted); *Flowers*, 192 S.C. at 377-78. Defamation per se relates to any words that have an offensive meaning and are based on their ordinary and popular meaning. *Adams*, 292 S.C. at 279; *Flowers*, 192 S.C. at 377; . *Parrish*, 376 S.C. at 325. Hannah, her mother, and her grandmother emphasize the wording "misinterpreted" or "statements taken out of context" as Northgate, Sue Lutz, Anne Danciu, and Roy Sabean understood the meaning of "inappropriate relationship." (R.pp. 290-306, 654, 681). Again, the effect of the defamatory statement that leaves an impression on the listener is the crux of the analysis that the defamatory statement from an objective point of view

is not a subjective point of view as to what the speaker meant. *Flowers*, 192 S.C. at 377-78. The speaker cannot make statements that are consciously indifferent while disregarding for the truth or falsity of the statement as to how another will perceive such an accusation of having an "inappropriate relationship" with another. (R.pp. 270-274). The ordinary and popular meaning of "inappropriate relationship" is an offensive statement without question. (R.pp. 577, 597-607).

Despite that Hannah denied having a romantic relationship, sexual relationship, or both with James, such a response merely indicates that Hannah and her mother acted with a conscious indifference as to the truth or falsity of the statement knowing full well the loaded implication "inappropriate relationship" would mean to a James's livelihood and reputation. (R. p. 67). Moreover, Hannah's grandmother perpetuates the same accusation of "inappropriate relationship" to third parties outside of Northgate. (R.pp. 69, 290-306). To pretend otherwise is asinine. An attempt to retract the loaded implication of Hannah accusing James of having an "inappropriate relationship" with her and her additional claim that she did not want James to get into trouble clearly indicates full wherewithal as to the enormity of her accusation and the implications resulting from it. (R. p. 685). Additionally, Hannah, her mother, and her grandmother fail to incorporate James's allegations that Dr. Jimmerson changes his position toward the accusation of "inappropriate relationship." After Laurel Shaler, who was the head of the personnel committee with Northgate, completed an investigation regarding James and Hannah, Laurel provided her assessment to Dr. Jimmerson that was contrary to Dr. Jimmerson's first interview with Hannah and her mother. (R.pp. 67-71). Dr. Jimmerson became incensed and further shamed James based on the accusation of "inappropriate contact" and "inappropriate relationship" toward Hannah. (R.pp. 67-71). Hannah, her mother, and her grandmother hang onto certain facts in James's complaint in isolation without following through to the ultimate effect of

their accusation that led to Northgate firing James carrying the term "inappropriate relationship" all the way to his termination. (R.pp. 66-71). Therefore, James has pled factual allegations sufficient to recovery under any legal theory, including defamation and intentional infliction of emotional distress.

V. CONCLUSION

For the reasons previously stated, this Court should reverse the judgment of the circuit court.

Respectfully submitted this 1 day of September , 2021 .

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PROOF OF SERVICE OF FINAL REPLY BRIEF FOR APPELLANT

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Alex Kinlaw, Jr., Circuit Court Judge

Case No. 2020-CP-23-01213

JAMES EARL TEGELER,

Appellant,

v.

CHARLOTTE COLLIER, HANNAH ELIZABETH COLLIER, LINDA SMITH, NORTHGATE BAPTIST CHURCH,

Respondents.

PROOF OF SERVICE

I certify that I have served Appellant's Final Reply Brief pursuant to Rule 211(B) of the South Carolina Appellate Court Rules on Respondents **CHARLOTTE COLLIER, HANNAH ELIZABETH COLLIER, LINDA SMITH, NORTHGATE BAPTIST CHURCH** electronically and by depositing a copy of it in the United States Mail, postage prepaid, or by South Carolina Supreme Court Order 2020-05-29-02, on September 1, 2021, addressed to the attorney of record, to the following address(es):

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NOTICE OF FINAL REPLY BRIEF FOR APPELLANT

September 1, 2021

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Re	:	*Tegeler v. Collier et al.*
Case No.	:	2020-CP-23-01213
Appellate Case No.	:	2020-001525
File Id.	:	2018-01-123

Dear Clerk of Court**:**

Please see the enclosed Final Reply Brief for Appellant.

Please let me know what further you require from me at this time. Thank you for assistance with this matter.

Respectfully submitted this 1 day of September , 2021 .

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