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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Honorable William H. Seals, Jr., Circuit Court Judge

Appellate Case No. 2018-002009
Case No. 2015-CP-26-05573

K.A. Diehl and Associates, Inc.,

Respondent,

v.

James Perkins, Colleen Franke a/k/a Colleen Franke Perkins, Mark Dos Santos, William Moore, Steven Dame and Errol Dos Santos,

Defendants,

Of whom Mark Dos Santos is the

Appellant.

RESPONDENT'S RETURN TO APPELLANT'S PETITION FOR REHEARING

Respondent K.A. Diehl and Associates, Inc. (hereinafter "K.A. Diehl") submits the following return to Appellant Mark Dos Santos's (hereinafter "Appellant") Petition for Rehearing dated February 7, 2022 in accordance with the Court's request.

PROCEDURAL HISTORY

This lawsuit began when K.A. Diehl initiated claims against Appellant and others for defamation, tortious interference with contractual relations, intentional interference with prospective contractual relations, civil conspiracy, and injunctive relief. At the time, K.A.

Diehl was the association management company for Myrtle Beach Resort Homeowners Association, Inc. ("MBR Association") and Ocean Front Spa Horizontal Property Regime, Inc. ("OFS Association") (collectively hereinafter "Associations"), and Appellant and his co-defendants were members of the Associations. In their responsive pleadings, they denied the allegations of wrongdoing and asserted counterclaims for abuse of process, unfair trade practices, civil conspiracy, breach of a fiduciary duty, negligence, and fraud.

Appellant and his co-defendants also initiated four separate lawsuits in relation to the underlying facts of this case, including class actions against the Associations and two actions against the two Associations and K.A. Diehl, asserting similar claims to the counterclaims in this matter in a derivative capacity (collectively hereinafter "Derivative Actions"). This action and the Derivative Actions were mediated together on May 1, 2017 for approximately fifteen hours. (R. p. 115.) All Defendants and their counsel were physically present, with the exception of Appellant, whose absence was unexpected. (R. p. 119.) At the beginning of mediation, the mediator, Karl A. Folkens, asked all parties and counsel if proceeding with Appellant via telephone would be acceptable, and all parties and counsel—including Appellant and his three attorneys—agreed. (R. p. 119.)

During the mediation, Appellant actively participated via telephone, including joint sessions with all parties and closed sessions with only his co-Defendants. (R. p. 119.) Approximately fifteen hours later, the parties came to an agreement. (R. p. 119.) After reducing the terms to writing, counsel for Appellant orally read the operative provisions of the agreement to Appellant over the phone. (R. p. 120.) One of Appellant's three attorneys executed the agreement on Appellant's behalf. (R. p. 120.)

The Mediated Settlement Agreement (hereinafter "Agreement") resulted in eight terms: (1) Defendants' insurers would pay K.A. Diehl $100,000; (2) OFS Association would pay K.A. Diehl $5,000 for property management services through June 1, 2017, after which the services would cease, and K.A. Diehl would receive an additional $10,000 from OFS Association by June 10, 2017; (3) existing maintenance personnel would be paid by OFS Association through K.A. Diehl through May 5, 2017, after which the personnel would no longer provide services; (4) K.A. Diehl would transfer documentation and assets to OFS Association by June 1, 2017; (5) the parties would execute a mutual release; (6) the parties acknowledged a more comprehensive mutual release would be executed incorporating the terms of the agreement, which was intended to be enforceable; (7) the parties authorized their attorneys to execute a dismissal with prejudice; and (8) the parties were to equally divide the cost of mediation. (R. p. 15.) Seven of the terms have been substantially fulfilled.[1]

The Agreement specifically provided: "The parties acknowledge that a more comprehensive mutual release will be executed incorporating the terms of this Agreement. The parties intend for this Agreement to be enforceable by the Court, and if any material term is omitted, the Court shall determine what is reasonable rather than voiding this Agreement." (R. p. 126.)

Although opposing counsel communicated assurances numerous times over several months that all clients would sign the mutual release that followed the Agreement, it eventually became apparent that Appellant would not comply with the Agreement. (R. pp. 118-23, 134-

[1] The first term, payment of $100,000, has not been fully met as only $80,000 has been paid to K.A. Diehl. The insurance companies representing Appellant have a policy that requires a release of all claims before they can pay the remaining $20,000. Therefore, essentially all that remains is for Appellant to sign the mutual release.

83.) Appellant alone objected, arguing that the Agreement reached is not enforceable pursuant to Rule 43(k), SCRCP.[2] On October 18, 2017, K.A. Diehl filed a Motion to Enforce Settlement. (R. pp. 118-273.)[3]

The circuit court enforced the terms of the settlement, holding Rule 43(k), SCRCP, was not applicable to the Agreement because Rule 43(k) applied only to agreements "between counsel." (R. p. 13.) The circuit court also held that even if the Rule did apply, the requirements were met because all parties signed the Agreement, either personally or through a designated agent. (R. p. 13.) The court further found the Agreement was reached after extensive negotiations wherein all parties and their counsel attended and participated, and Appellant presented no evidence that his permission was lacking or withdrawn. (R. pp. 12-13.)

Appellant filed a motion to reconsider on March 31, 2018, which was denied subsequent to a hearing on the motion. (R. pp. 108-114, 291-301.) This appeal and the appeal of the Derivative Actions followed.

On May 11, 2021, Kenneth Moss, President of the MBR Association, filed an affidavit with this Court stating Appellant sold his property interest connected to the Regime on March 16, 2021, thereby losing his membership in the Associations. Appellant voluntarily dismissed the appeal in the Derivative Actions, and an order was entered on June 24, 2021. However, to date, Appellant has refused to dismiss this appeal.

[2] The terms Appellant allegedly "misunderstood" have not been disclosed, nor has Appellant confirmed he objected to any terms at the mediation. (R. pp. 105-06.)

[3] At the beginning of the hearing regarding K.A. Diehl's Motion to Enforce Settlement, all three attorneys for Appellant sought relief as counsel due to conflicts by representing the other defendant-unit owners. (R. pp. 92-94.)

K.A. Diehl filed a Motion to Dismiss Appellant's appeal November 15, 2021. On December 22, 2021, this Court denied K.A. Diehl's Motion to Dismiss, but affirmed as modified the circuit court's holding regarding Appellant's appeal. In an unpublished opinion, the Court held the circuit court erred in holding Rule 43(k), SCRCP, was inapplicable to the Agreement at issue, but the Court affirmed that the Agreement was enforceable. Specifically, the Court noted Appellant attended the mediation by phone, and Appellant's name was signed on the Agreement with the words "with permission" following. Further, the Court agreed Appellant presented no evidence his attorney signed without permission. After citing to numerous authorities regarding the validity of signatures for one by another with permission, the Court added Appellant's attorney had actual authority, and therefore, the circuit court did not err in enforcing the Agreement.

Now, nearly five years after Agreement was signed, Appellant has filed a petition for rehearing, and the Court requested this return February 9, 2022.

STANDARD OF REVIEW

Whether to enforce a settlement agreement is within the sound discretion of the trial court. *Rock Smith Chevrolet, Inc. v. Smith*, 309 S.C. 91, 93, 419 S.E.2d 841, 842 (Ct. App. 1992). When interpreting South Carolina Rules of Civil Procedure, courts apply the same rules of construction as they do to statutes. *Maxwell v. Genez*, 356 S.C. 617, 620, 591 S.E.2d 26, 27 (2003) (citation omitted). Interpretation of a statute is a question of law that is reviewed *de novo*. *Callawassie Island Members Club, Inc. v. Dennis*, 425 S.C. 193, 198, 821 S.E.2d 667, 669 (2018) (citations omitted).

ARGUMENT

Appellant asks this Court to apply Rule 43(k), SCRCP, to the facts of this case in such a way as to lead to an absurd result. Essentially, Appellant argues that the only manner to execute the Agreement is if he physically signed his name on the Agreement. Because he did not physically sign, but instead, his attorney did so on his behalf, with all three of his attorneys of record acknowledging his consent to the terms, Appellant claims the Agreement is not enforceable.

I. The Court did not Misapprehend or Overlook any Material Point, but Rather, the Court Correctly Held the Settlement Agreement Complies with Rule 43(k), SCRCP.

Appellant's application of Rule 43(k) is incorrect, as it leads to a plainly absurd result of vitiating a settlement agreement that was agreed to by all parties at a fifteen-hour mediation in which Appellant fully participated. Although courts will give statutes and rules their plain and ordinary meanings in the absence of any ambiguity, "courts will reject that meaning when to accept it would lead to a result so plainly absurd that it could not have been intended…." *Duke Energy Corp. v. S.C. Dep't of Revenue*, 415 S.C. 351, 355, 782 S.E.2d 590, 592 (2016) (citations omitted). Rule 43(k), SCRCP, states in part:

> No agreement between counsel affecting the proceedings in an action shall be binding unless reduced to the form of a consent order or written stipulation signed by counsel and entered in the record, or unless made in open court and noted upon the record, or reduced to writing and signed by the parties and their counsel.

Most recently, the Supreme Court of South Carolina addressed Rule 43(k), SCRCP, in *S.C. Human Affairs Commission v. Zeyi Chen*. 430 S.C. 509, 846 S.E.2d 861 (2020). In that case, parties entered into a settlement agreement after attending mediation. *Zeyi Chen*, 430 S.C. at 515, 846 S.E.2d at 864. The parties and their respective counsel were present. *Id*. at 515, n.3, 846 S.E.2d at 864, n.3. The mediator prepared the settlement agreement, which further provided

the terms would be reduced to a "formal Consent Order to be executed by all of the parties, which shall be a public document." *Id*. at 515, 846 S.E.2d at 864. All of the parties signed the agreement, but only one attorney signed on behalf of one of the parties. *Id*. Subsequent to the mediation but prior to the entry of a Consent Order, one of the parties refused to comply with the settlement agreement. *Id*. The other party filed a motion to enforce the agreement pursuant to Rule 43(k), SCRCP, which the circuit court denied. *Id*. In rejecting the appellant's argument that strict compliance was not required because the parties admitted they signed the agreement in the presence of their counsel, the circuit court held Rule 43(k) requires parties and their counsel to sign an agreement. *Id*. at 519, 846 S.E.2d at 866. The circuit court further held parties may "withdraw their assent any time before one of the alternatives for obtaining enforcement is met." *Id*.

On appeal, the Supreme Court held Rule 43(k) was applicable and found unpersuasive the appellant's arguments that general contract principles, equity principles, and public policy required enforcement. *Id*. at 520-21, 846 S.E.2d at 866-67 (citations omitted). The Court concluded, "Where Rule 43(k) applies,[4] this court has held its terms are mandatory, which

[4] While not an issue before the Court in this return to Appellant's petition for rehearing, K.A. Diehl reasserts its argument that Rule 43(k) concerns agreements "between counsel," and therefore, when parties are involved in settlement discussions and agreements, Rule 43(k) does not apply. Appellant demands strict compliance with the Rule—but only for a single provision. The irony of such a strong position is his refusal to apply the same stringent interpretation of the first four words of the same Rule: "No agreement *between counsel*…." While the Supreme Court's decision in *Zeyi Chen* certainly holds substantial compliance with Rule 43(k) is insufficient, the language in the above-quoted section of the Rule seems to indicate there may be instances where Rule 43(k) does not apply; and further, the argument that the Rule applies only to agreements "between counsel" did not appear to be before the Court in that case. In its Rule 220(b)-styled opinion, the Court of Appeals held Rule 43(k) did apply to this settlement agreement, citing to *Zeyi Chen* for support. K.A. Diehl mentions this argument here to ensure its preservation.

precludes a party from turning to contract or equitable principles (or counter public policy arguments) to vitiate those terms." *Id*. at 521, 846 S.E.2d at 867.

Appellant places much emphasis on this opinion as if it is dispositive of the issue before the Court.[5] However, the case before this Court is distinguishable in more ways than one. First, the facts differ in that in *Zeyi Chen*, the settlement agreement specified that the terms of the agreement would be "reduced to a formal Consent Order to be executed by all of the parties…." *Id*. at 516, 846 S.E.2d at 864. Here, the Agreement contains specific language that provides in relevant part:

> 6. The parties acknowledge that a more comprehensive mutual release will be executed incorporating the terms of this Agreement. *The parties intend for this Agreement to be enforceable by the Court,* and if any material term is omitted, the Court shall determine what is reasonable rather than voiding this Agreement.
>
> 7. All parties authorize their respective attorneys to execute a dismissal with prejudice.

(R. p. 15.) (emphasis added.) Unlike the formal consent order contemplated by the parties in *Zeyi Chen*, the language in this agreement explicitly denotes that while a mutual release would be executed subsequent to the Agreement, the terms of that document were intended to be enforceable.

Moreover, the issue before the Court in *Zeyi Chen* was that several attorneys failed to sign the agreement; here, try as Appellant might, the issue is not that one party or person identified in Rule 43(k) did not sign the Agreement, but rather, the issue before this Court is whether the *method* of signature was valid. Indeed, each party—including Appellant—*did*

[5] Interestingly, the *Zeyi Chen* opinion does not discuss the standard of review for a trial court's decision regarding enforcement of a settlement agreement.

strictly comply with Rule 43(k), SCRCP, because the parties, either personally or through their representatives, signed the Agreement.[6]

A. The Court Correctly Held Appellant's Attorney—Who Acted with Appellant's Permission—Possessed Actual Authority.

Each point of Appellant's argument asks the Court to interpret Rule 43(k), SCRCP, in such a way as to lead to an absurd result. Appellant argues, "Proper Rule 43(k) analysis leaves no room for any consideration of whether [Appellant's] name was signed on the settlement agreement with or without permission." (Pet. for Reh'g, 9.) However, to join in Appellant's view would lead to an absurd result that would upend an entire body of agency law. *See S.C. Ins. Co. v. James C. Greene & Co.*, 290 S.C. 171, 183, 348 S.E.2d 617, 624 (Ct. App. 1986) (holding an agent with authority may sign a contract for its principal); *Miller v. Dillon*, 432 S.C. 197, 206, 851 S.E.2d 462, 467 (Ct. App. 2020) ("In South Carolina jurisprudence, settlement agreements are viewed as contracts.") (quoting *Byrd v. Livingston*, 398 S.C. 237, 241, 727 S.E.2d 620, 621 (Ct. App. 2012)) (internal quotations omitted). Furthermore, if Rule 43(k) were intended to eviscerate the law of agency, it would also nullify any import behind Rule 6(b), SCADR, which permits parties to attend a mediation in some way other than being physically present when agreed to by the mediator and all parties. *See* Rule 6(b), SCADR ("The following persons shall physically attend a mediation settlement conference *unless otherwise agreed to by the mediator and all parties* or as ordered or approved….") (emphasis added).

Appellant further asserts an attorney can never sign for a party pursuant to Rule 43(k) because to do so would "effectively rewrite the rules so as to require counsel's signature." (Pet.

[6] Similar to its argument regarding the applicability of Rule 43(k), K.A. Diehl notes here its argument that South Carolina should return to a substantial rather than strict compliance standard for preservation purposes. K.A. Diehl relies on its Final Brief for more detailed arguments related to both issues.

for Reh'g, 10.) However, Appellant's exaggerated implication fails to contemplate the facts in this case.[7] As this Court noted, Appellant's name was signed "*with permission*." (R. p. 15) (emphasis added.) Thus, the argument is not that because one—or all three—of Appellant's attorneys signed their own names, Rule 43(k) is satisfied; rather, Appellant's attorney signed *Appellant's* name *with his permission*. Appellant's argument, if considered valid, would elevate an absurd reading of a court rule above agency law. *See, e.g., Koutsogiannis v. BB & T*, 365 S.C. 145, 149-50, 616 S.E.2d 425, 428 (2005) (holding a client could be held liable for its attorney-agent's "actions taken within his scope of representation, including possible torts committed by him."); *State Bank v. Johnson*, 8 S.C.L. 404, 203 (S.C. Const. App. 1817) ("The agent has authority to bind the principal…"). Rule 43(k) does not prohibit a party from acting through an agent, and nothing about a settlement agreement is more significant or special than many of the acts an agent can complete for a principal. A settlement agreement is simply a contract, and an agent can sign a contract for a principal. *James C. Greene & Co.*, 290 S.C. at 183, 348 S.E.2d at 624 ("An agent contracting with the authority of his principal binds him to the same extent as if the principal personally made the contract.").

Appellant had three attorneys present on his behalf; Appellant chose to not attend the mediation in person, but instead, to proceed by telephone; and Appellant provided his counsel with the authority to sign the Agreement on his behalf. If Appellant now wants to contend there was no such authority, he has other available remedies—none of which include undoing an

[7] Further, Appellant conceded in his Memorandum in Opposition to K.A. Diehl's Motion to Enforce Settlement that "an attorney's role is, by definition, one of agency alone." (R. p. 294.) Accordingly, Appellant seemingly agrees his attorney acted as his agent, but contends agency law is inapplicable for purposes of Rule 43(k).

entire settlement agreement in which seven of eight terms have been satisfied.[8] *See Shelton v. Bressant*, 312 S.C. 183, 184-85, 439 S.E.2d 833, 834 (1993) ("When a litigant voluntarily accepts an offer of settlement, either *directly* or *indirectly* through the duly authorized actions of his attorney, the integrity of the settlement cannot be attacked on the basis of inadequate representation by the litigant's attorney. In such cases, any remaining dispute is purely between the party and his attorney.") (quoting *Petty v. The Timken Corp.*, 849 F.2d 130, 133 (4th Cir. 1988)). Thus, this Court correctly affirmed the circuit court's finding that Rule 43(k)'s requirements were met.

B. The Court's Analysis is Correct Regarding Signatures by One for Another.

By merely repeating verbatim the string citation included in this Court's opinion, with the exception of italicizing different portions of the explanatory parentheticals, Appellant argues the cases cited by the Court require the signature to be completed at the contemporaneous direction of one, and likely also only in his physical presence, in order for another to be able to sign on his behalf. (Pet. for Reh'g, 11.) This is a misapprehension of the law and a misrepresentation of the facts.

First and foremost, this Court held Appellant failed to provide any evidence that his attorney signed Appellant's name without his permission *during the mediation*. Thus, the Court found there was no evidence that Appellant's consent was not contemporaneous with his

[8] To the extent Appellant claims his attorney at mediation did not have actual authority to execute the Agreement on his behalf, he is still bound by the Agreement because his attorney had apparent authority to execute the Agreement, particularly given that the parties agreed to proceed with mediation only because Appellant said his attorney had authority to settle the case. (R. p. 13); *see also Town of Kingstree v. Chapman*, 405 S.C. 282, 314, 747 S.E.2d 494, 510 (Ct. App. 2013) ("The proper focus in determining a claim of apparent authority is not on the relationship between the principal and the agent, but on that between the principal and the third party."). If Appellant did not wish to proceed via telephone and to sign remotely via counsel, he would have been in violation of Rule 6(b), SCADR by not participating in the mediation.

attorney's signature of Appellant's name. Furthermore, the authorities to which this Court cited stand for the simple proposition that when one signs for and with the permission of another, that signature is valid. *See, e.g., Signature, Black's Law Dictionary* (11th ed. 2019) (defining "signature" as "a person's name or mark written…at the person's direction"); 80 C.J.S. *Signatures* § 13 (2000) (noting "a signature may be made for a person by the hand of another…with his acquiescence…."). Appellant's attempt to emphasize different language within the cases cited by the Court is of no significance and does not add to this commonly accepted rule.

While true that one South Carolina case, *Sharpe v. Sharpe*, 105 S.C. 459, 90 S.E.2d 34 (1916), mentions the presence of Thomas Jefferson when Watson Justus signed on Jefferson's behalf, Appellant overlooks that the opinion was written in 1916—a time long before telephones and technology common today were widely used or even in existence. *See, e.g.,* Rule 2(m), SCADR ("For purposes of these rules, the reference to sign or signing shall include the physical signature or electronic signature or electronic consent."). Then, without citing to any evidence within the record, Appellant asserts, "The mere and generalized (and supposed) permission with which [Appellant's] name was signed to the settlement agreement was not accompanied by any contemporaneous direction or request of [Appellant], and certainly not in his physical presence." (Pet. for Reh'g, 12.) As much as he may wish to insinuate a lack of permission during mediation at this late hour, Appellant did not fully raise that point to the circuit court or provide any evidence to support such an assertion.[9] *See Crawford v. Henderson*, 356 S.C. 389, 409, 589 S.E.2d 204, 215 (Ct. App. 2003) (holding an argument not presented to the trial judge

[9] In fact, Appellant asserted the contrary in his Memorandum in Opposition to K.A. Diehl's Motion to Enforce Settlement: "It is undisputed that [Appellant] did not attend mediation in person. The mediation was attended by his attorneys, *acting on his behalf*." (R. p. 285) (emphasis added.)

was unpreserved for appellate review); *see also Encore Tech. Grp., LLC v. Trask*, Op. No. 5871 (S.C. Ct. App. Filed Nov. 24, 2021) (Howard Adv. Sh. No. 41 at 28) ("[A]rguments of counsel are not evidence…."). Nevertheless, the remedy for that allegation is not unraveling a settlement agreement that was signed by Appellant with his permission. Regardless, Appellant *was* present by telephone, which is entirely permitted pursuant to the South Carolina Alternative Dispute Resolution Rules. *See*, Rule 6(b), SCADR (allowing physical attendance of parties to be waived if agreed to by the mediator and all parties).

After over fifteen hours, Appellant had ample time to inquire as to any questions or objections he may have had regarding the terms of the Agreement; if he had any concerns that he may not fully understand what was written within the terms of the Agreement, he should not have authorized his attorney to sign his name with his permission without first reviewing the document.[10] Appellant cannot now attempt to undo an agreement binding multiple parties wherein seven out of eight of the terms have been satisfied on a fictitious technicality that would simultaneously result in an absurd consequence.

CONCLUSION

The Court of Appeals correctly held the settlement agreement complied with Rule 43(k), SCRCP. Accordingly, Appellant's petition for rehearing should be denied.

[Signature on Following Page]

[10] As previously noted, providing electronic consent has recently been recognized as "signing" pursuant to this State's Alternative Dispute Resolution. Rules. *See* Rule 2(m), SCADR ("For purposes of these rules, the reference to sign or signing shall include…*electronic consent*.") (emphasis added).

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s/Alicia E. Thompson

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Myrtle Beach, South Carolina

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v.

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Defendants,

Of whom Mark Dos Santos is the

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PROOF OF SERVICE

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Attorneys for the Respondent

I, Alicia E. Thompson, of Burr & Forman LLP, attorney for the Respondent, hereby certify that the foregoing ***RESPONDENT'S RETURN TO APPELLANT'S PETITION FOR REHEARING*** was served on Appellant on February 22, 2022, via email (see attached), to counsel of Record for Appellant:

Russell G. Hines, Esquire
D. Jay Davis, Jr., Esquire
Clement Rivers, LLP
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Respectfully submitted,

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By: s/Alicia E. Thompson
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Myrtle Beach, South Carolina

February 22, 2022

Evans, Sheila

From: Evans, Sheila
Sent: Tuesday, February 22, 2022 2:46 PM
To: Hines, Russell
Cc: jdavis@ycrlaw.com; pbell@ycrlaw.com; Golding, Henrietta; Voegel, Taylor; Thompson, Alicia
Subject: K.A. Diehl v. Perkins; Appellate Case No. 2018-002009/2063741.0000002
Attachments: 2-22-22 Letter to COA encl Return to Appellant's Petition for Rehearing.pdf; Respondent's Return to Appellant's Petition for Rehearing.pdf; POS (Return to Appellant's Petition for Rehearing).pdf

Good Afternoon Mr. Hines,

Attached please find the following documents:

1. Copy of letter to the Court of Appeals of today's date.
2. Respondent's Return to Appellant's Petition for Rehearing.
3. Proof of Service.

Sheila

BURR FORMAN LLP
results matter

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February 22, 2022

VIA EMAIL: ctappfilings@sccourts.org

Jenny Abbott Kitchings, Clerk of Court
South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

Re: ***K.A. Diehl and Associates, Inc. v. James Perkins, Colleen Franke a/k/a Colleen Franke Perkins, Mark Dos Santos, Nancy Moore, William Moore, Steven Danne, and Errol Dos Santos, of Whom Mark Dos Santos is the Appellant***
Appellate Case No. 2018-002009
Case No. 2015-CP-26-05573
Our Client Matter No. 2063741.0000002

Dear Ms. Kitchings:

Please find attached for filing Respondent's Return to Appellant's Petition for Rehearing and Proof of Service, with regard to the above referenced appeal. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Burr & Forman LLP

Alicia E. Thompson

AET/se
Attachments

cc: Client (*via email only*)
Russell G. Hines, Esquire (*via email only*)
D. Jay Davis, Jr., Esquire (*via email only*)