IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

MARYLAND COMMISSIONER OF FINANCIAL REGULATION, Plaintiff v. WESTERN SKY FINANCIAL, LLC, GREAT SKY FINANCE, LLC, PAYDAY FINANCIAL, LLC and MARTIN A. WEBB, Defendants	Civil Action: 1:11-cv-00735-WDQ

MARYLAND COMMISSIONER OF FINANCIAL REGULATION'S
RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS

The Maryland Commissioner of Financial Regulation (the "Commissioner"), by and through his undersigned counsel, hereby moves this Court to hold the Defendants' Motion to Dismiss in abeyance pending a decision on the Commissioner's Motion to Remand, or alternatively for an order denying Defendants' Motion to Dismiss, and in support thereof states the following:

I. BACKGROUND

A. AGENCY OVERVIEW.

The Maryland Department of Labor, Licensing, and Regulation ("DLLR") is a principal department of the Executive Branch of the Maryland State government. Md. Code Ann., State

Gov't § 8-201(b)(13), Bus. Reg. § 2-101. The Commissioner of Financial Regulation (the "Commissioner") is a division (or unit) of DLLR (see Md. Code Ann., Bus. Reg. §§ 2-108(3), Fin. Inst. § 2-101), and the Commissioner exercises the powers and performs the duties of the office subject to the authority of the Secretary of Labor, Licensing, and Regulation (Md. Code Ann., Fin. Inst. § 2-105). The Commissioner heads the Office of the Commissioner of Financial Regulation ("OCFR"), which has regulatory authority over both depository and non-depository financial institutions. See Md. Code Ann., Fin. Inst. § 2-101 *et seq.*; see also http://www.dllr.state.md.us/finance/, referenced at Md. Code Ann., State Gov't § 8-305. OCFR is thus an administrative agency within the Executive Branch of the Maryland State government. For purposes of this Motion and accompanying Memorandum, the terms "Commissioner," "OCFR," and "Agency" will be used interchangeably.

Among the Commissioner's responsibilities, the Maryland General Assembly has made the Commissioner, pursuant to the Maryland Consumer Loan Law ("MCLL") (at Md. Code Ann., Fin. Inst. § 11-201 *et seq.* and Md. Code Ann., Com. Law § 12-301 *et seq.*), responsible for regulating consumer lenders who make loans to Maryland residents. The MCLL gives the Commissioner licensing, investigatory, and enforcement regulatory authority, as well as authority to adopt pertinent rules and regulations. See, e.g., Md. Code Ann., Fin. Inst. §§ 11-201, 11-203, 11-204, 11-206, 11-214, 11-215, 11-216; Com. Law § 12-302.

B. CASE HISTORY.

The present case stems from an investigation which OCFR conducted into the business activities of the Defendants. The Agency's investigation revealed that the Defendants marketed high-interest consumer loans to Maryland residents via, *inter alia*, internet and

television advertising, and that as a result of such advertising, multiple Maryland consumers applied for loans from the Defendants by completing on-line loan applications using computers while located in Maryland. See Commissioner's Summary Order to Cease and Desist and Order to Produce issued to the Defendants on February 15, 2011 (hereinafter, "Summary Order," at Exhibit 1); see also affidavit of Suzanne Elbon (hereinafter, "Elbon affidavit," at Exhibit 2), paras 4-5. The pertinent loan applications thus originated in Maryland. See Summary Order, paras 32, 35. The Defendants then entered into loan agreements with multiple Maryland consumers, and funded these loans by electronically transferring money into the consumers' bank accounts, which were located in Maryland. See Summary Order, paras 32-44; Elbon affidavit, para 5; see also Exhibits 1-9 of Defendants' Motion to Dismiss (Documents 4-4 through 4-11). The Defendants subsequently obtained payment on these consumer loans by withdrawing funds from the consumers' bank accounts via ACH (Electronic Funds Transfer) Authorization debit or check. See Summary Order; Elbon affidavit, para 4; Exhibits 1-9 of Defendants' Motion to Dismiss.

The Agency's investigation thus demonstrated that the Defendants' business activities involving Maryland consumers had violated multiple provisions of the MCLL. The Defendants had made loans to Maryland residents without being duly licensed by the Commissioner as a consumer lender, they had engaged in usury by charging interest on the aforementioned loans far in excess of the rates permitted by State law,[1] and the Defendants had failed to comply with

[1] The loans at issue involved annual interest rates well over 100 %, with some over 1,800 %, even though the MCLL limits the annual interest rate to 24 % or 33 % (depending both on the original principal balance of the loan and on the unpaid principal balance). See Summary Order, paras 32-49; Elbon affidavit, paras 5, 7.

other applicable provisions of the MCLL, all to the determinant of Maryland consumers. See Summary Order, paras 45-51.

Therefore, on February 15, 2011, after determining that it was in the public interest that the Defendants immediately cease and desist from making loans to, or otherwise engaging in lending activities with, Maryland consumers, and pursuant to the Commissioner's administrative authority under Md. Code Ann., Fin. Inst. §§ 2-115(a) and 11-215(b), the Agency issued the Summary Order to the Defendants (at Exhibit 1). This Summary Order constituted the commencement of the Agency's administrative action against the Defendants.

The Summary Order indicated that, within 15 days of its receipt, the Defendants were entitled to request a hearing to determine whether the Summary Order should be vacated, modified, or entered as a final Order of the Commissioner. The Summary Order was mailed to all Defendants by both certified and first class mail, and was signed for by the Defendants on February 18 and February 22, 2011 (see Exhibit 3). The Defendants then filed a motion on March 2, 2011 titled, "Special Appearance to Seek Dismissal for Lack of Jurisdiction and Request for a Hearing" (Exhibit 4). Counsel for Defendants was subsequently notified that a dismissal of the action would only be considered in the context of a full administrative hearing, but that their request would be treated as a timely hearing request by all Defendants in response to the Summary Order.

While the Agency was in the process of preparing paperwork to delegate authority to the Office of Administrative Hearings to conduct a full evidentiary hearing in the matter and to submit to the Commissioner proposed findings of fact, conclusions of law, and a proposed decision, the Defendants filed a Notice of Removal in the U.S. District Court for the District of

Maryland, which was served electronically on March 21, 2011 (Document 1). The Agency subsequently stopped all administrative proceedings for the pendency of this action in federal court. The Defendants subsequently filed a Motion to Dismiss, which was served on March 25, 2011 (Document 4). The Commissioner's then filed a Motion to Remand on April 18, 2011 (at Document 9).

II. ARGUMENT

A. THIS COURT LACKS REMOVAL JURISDICTION, AND THUS THE COURT SHOULD NOT CONSIDER DEFENDANTS' MOTION TO DISMISS.

As was discussed in the Commissioner's Motion to Remand (filed separately), this Court lacks removal jurisdiction for several different reasons. First, the Office of the Commissioner of Financial Regulation ("OCFR) is an administrative agency that is not a "State court" for purposes of removal under 28 U.S.C. § 1441(a). The limitations on OCFR's adjudicative powers are virtually the same as those of the Maryland Insurance Administration ("MIA"), which District Judge Bennett analyzed under the two-part functional test in Gottlieb v. Lincoln Nat'l Life Ins. Co., 388 F.Supp.2d 574, 579-80 (D.Md. 2005). OCFR's limitations, just as with MIA, "render it more like a quintessential agency than the functional equivalent of a court." Id., 388 F.Supp.2d at 581. Second, just as in Gottlieb, the State of Maryland has a substantial interest in the State's enforcement of the pertinent statute (here the Maryland Consumer Loan Law) through the administrative process, while "the federal interest in the underlying dispute is slight." Id., 388 F.Supp.2d at 582. District Judge Motz reached a similar conclusion in Rockville Harley-Davidson v. Harley Davidson Motor Co., Inc., 217 F.Supp.2d 673, 676 (D.Md. 2002), remanding a case back to the State administrative agency after determining that the Maryland Department of Transportation, Motor Vehicle Administrative

did not function as a court for purposes of removal, and that the State's interests predominated over federal ones. It follows that, in the present matter, this Court does not have removal jurisdiction, and the case should be remanded for further State administrative action without ruling on the Defendants' Motion to Dismiss.

Separately, this court also lacks removal jurisdiction because the basis for the Defendants' removal, the claim of tribal sovereign immunity, is a federal defense which is not a proper basis for removal under 28 U.S.C. § 1441(a). As the Supreme Court stated in Oklahoma Tax Com'n v. Graham, "it has long been settled that the existence of a federal immunity to the claims asserted does not convert a suit otherwise arising under state law into one which, in the statutory sense, arises under federal law." 109 S.Ct. 1519, 1521 (U.S. 1989) (citing Gully v. First National Bank, 57 S.Ct. 96 (U.S. 1936)). Moreover, the Graham court expressly stated that the possible existence of a tribal sovereign immunity defense to a state's action for unpaid excise taxes did not cover the state's tax claims against an Indian tribe into federal questions so as to support removal to federal court. Oklahoma Tax Com'n v. Graham, 109 S.Ct. at 1521.

In the present action, as discussed in section I.B., supra, the Commissioner brought the current administrative action against Defendants based exclusively on violations of Maryland State law, namely violations of the Maryland Consumer Loan Law ("MCLL"). As such, just as in Graham, the Defendants' claims of tribal sovereign immunity in the present action do not convert the Commissioner's State law claims into federal questions so as to support removal. Further, the Defendants do not have an independent basis for original federal jurisdiction to support removal. It again follows that this Court does not have removal jurisdiction, and the

case should be remanded for further State administrative action without the court ruling on Defendants' Motion to Dismiss.

Separately, even if this Court did have jurisdiction to decide this action on the merits, the case must still be remanded on the basis of the Younger abstention doctrine. See Younger v. Harris, 91 S.Ct. 746, 754-55 (U.S. 1971) (prescribing abstention in state criminal actions); Huffman v. Pursue, Ltd., 95 S.Ct. 1200 (U.S. 1975) (extending the doctrine of Younger abstention to state civil proceedings). This doctrine holds that a federal court should abstain from interfering in a state proceeding, even though it has jurisdiction to reach the merits, if there is (1) an ongoing state judicial proceeding, instituted prior to any substantial progress in the federal proceeding; that (2) implicates important, substantial, or vital state interests; and (3) provides an adequate opportunity for the plaintiff to raise the federal constitutional claim advanced in the federal lawsuit. Moore v. City of Asheville, 396 F.3d 385, 390 (4th Cir. 2005) (citing Middlesex County Ethics Comm. v. Garden State Bar Ass'n, 102 S.Ct. 2515 (U.S. 1982)).

Analysis of the present action under the three-part Younger test is virtually identical to that which District Judge Bennett previously conducted as to OCFR in Ward v. Simpers, 2008 U.S. Dist. LEXIS 42172 (D.Md. May 29, 2008) (determining that Younger abstention was required with regard to an administrative action brought by the Commissioner under the Maryland Mortgage Lender Law). In the present matter, since there is already a pending state administrative action involving an important and substantial State interest, namely protecting Maryland consumers by enforcing the Maryland Consumer Loan Law, and as the Defendants will have the opportunity to raise their tribal sovereign immunity defense and any other

jurisdictional or constitutional defenses at the State administrative hearing, all three prongs of the Younger test are fully satisfied. As such, this Court should invoke the "mandatory rule of equitable restraint" and remand this case back to the Agency for further State administrative action without deciding Defendants' Motion to Dismiss.

B. IF THIS COURT DOES DECIDE THE ISSUE, DEFENDANTS' MOTION TO DISMISS SHOULD BE DENIED.

1. The Commissioner's Summary Order constitutes a well-pleaded complaint.

Although Defendants argue that the Commissioner's Summary Order is based on "unsubstantiated conclusory statements," (Motion to Dismiss, p. 3), the Summary Order in fact contains highly-detailed factual allegations in paragraphs 29-44, which provide the basis for the violations discussed in paragraphs 45-51 (in which the factual allegations are applied to the Maryland laws set forth in paragraphs 1-28). As such, the cases cited by the Defendants in Section I of their Argument are completely inapposite to the present matter. Instead, the Commissioner's Summary Order fully exceeds the requirements of Fed. R. Civ. P. 8(a)(2), which merely requires "a short and plain statement of the claim showing that the pleader is entitled to relief..." See Jordan v. Washington Mutual Bank, 211 F.Supp.2d 670, 677 (D.Md. 2002). As such, Defendants' Motion to Dismiss should be denied on the grounds raised in Section I of the Defendants' Argument.

2. The Defendants are not entitled to the defense of tribal sovereign immunity.

The Defendants are subject to Maryland State administrative action by the Agency, despite Defendants' assertion of the defense of tribal sovereign immunity to the contrary. The proper inquiry to determine whether a business entity is entitled to a tribe's tribal sovereign

immunity is "whether the entity acts as an arm of the tribe so that its activities are properly deemed to be those of the tribe." See Cash Advance and Preferred Cash Loans v. State, 242 P.3d 1099, 1109 (Colo. 2010) (citing Allen v. Gold Country Casino, 464 F.3d 1044, 1046 (9th Cir. 2006)); see also Hagen v. Sisseton-Wahpeton Cmty. Coll., 205 F.3d 1040, 1043 (8th Cir. 2000) (applying arm of the tribe analysis to a tribal community college); Ninigret Dev. Corp. v. Narragansett Indian Wetuomuch Hous. Auth., 207 F.3d 21, 29 (1st Cir. 2000) (applying an arm of the tribe analysis to a tribal housing authority). In synthesizing the case law from the various federal appellate courts on the subject, the Colorado Supreme Court determined that there were three factors that should be considered when determining whether tribal entities "act as arms of the tribes so that their activities are properly deemed to be those of the tribes: (1) whether the tribes created the entities pursuant to tribal law; (2) whether the tribes own and operate the entities; and (3) whether the entities' immunity protects the tribes' sovereignty." Cash Advance, 242 P.3d at 1110. Further, it is clear that tribal sovereign immunity does not protect individual tribal members. See Cash Advance, 242 P.3d at 1111-12 (citing Puyallup Tribe, Inc., v. Dep't of Game, 97 S.Ct. 2616 (U.S. 1977)). Tribal officers may be able to claim immunity, but only when they act within the scope of their lawful authority, as defined by the tribe and as limited by federal law. Cash Advance, 242 P.3d at 1111-12.

In the present matter, applying the three-part "arm of the tribe" test, discussed above, it is clear that the Defendant business entities (*i.e.*, Western Sky Financial, LLC, Great Sky Finance, LLC, and Payday Financial, LLC) are not arms of the Cheyenne River Sioux, and are thus not entitled to the Cheyenne River Sioux's tribal sovereign immunity. First, it is clear that the Defendant business entities were organized by Martin A. Webb under the laws of South

Dakota – and not by the Cheyenne River Sioux Tribe under tribal law. See the Articles of Organization for the Defendant business entities submitted to the State of South Dakota, Office of the Secretary of State (Exhibits 5-7), as well as their 2010 Annual Reports (Exhibits 8-10).

Second, it is clear that the Defendant business entities are neither owned nor operated by the Cheyenne River Sioux Tribe. Rather, it is clear from the Affidavit of Martin A. Webb (Exhibit 10 to Defendants' Motion to Dismiss, at Document 4-12, and attached hereto as Exhibit 11), as well as from Defendants' Financial Disclosure Statement (at Document 5, attached hereto as Exhibit 12), that Defendant Martin A. Webb is the managing member and sole member, as well as the sole owner, of all of the Defendant business entities. Further, based on these admissions, based on the statement in Defendants' Financial Disclosure Statement that no other business entities "who are not party to this case ... have a financial interest in the outcome of the litigation," and based on the statements on the Defendants' web sites that the businesses are "not owned or operated by the Cheyenne River Sioux Tribe or any of its political subdivisions" (see Attachments to the Elbon Affidavit), it is clear that the Tribe does not own, operate, or have any financial interest in the Defendant business entities. This is reinforced by the fact that the Defendant business entities are not even listed on the Tribe's official web site under the link for Community Businesses (Exhibit 13). Although this link presumably includes some businesses that are arms of the tribe, as well as others that are not, the fact that the Defendant business entities are not even listed here reinforces the understanding that they are not in any way associated with the Cheyenne River Sioux Tribe. It logically follows that the tribe's sovereignty would not in any way be protected were the Defendants business entities given tribal sovereign immunity (the third prong of the "arm of the

tribe" analysis). As such, all three-prongs of the "arm of the tribe" test clearly support the conclusion that the Defendant business entities are not arms of the Cheyenne River Sioux Tribe, and thus the Defendant business entities are not entitled to tribal sovereign immunity.

Separately, it is clear that Martin A. Webb is not entitled to tribal officer immunity, as he is not a tribal officer of the Cheyenne River Sioux Tribe. See the listing of Cheyenne River Sioux tribal officers, at Exhibit 14. Thus, none of the Defendants are entitled to immunity from the present State action.

3. The Commissioner, acting on behalf of the State of Maryland, has personal jurisdiction over the Defendants in this matter.

Although the Defendants assert that this case exclusively pertains to activities occurring on a tribal reservation,[2] in fact it is clear from the Commissioner's Summary Order and from the Elbon affidavit that the Agency brought the present action against the Defendants based on their off-reservation contacts with Maryland and on their loan agreements with Maryland residents. The Defendants advertised in Maryland, Maryland consumers completed on-line loan applications from computers while located in Maryland (and thus the loan applications originated in Maryland), and funded loans were deposited into, and payments taken out of, bank accounts located in Maryland. These consumers never left the State of Maryland for purposes related to these loan agreements, and they certainly never traveled to the Cheyenne River Reservation in South Dakota. See Elbon affidavit, para 5. Thus there is certainly substantial justification for the Agency to exercise specific jurisdiction over the Defendants,

[2] It should be noted that the Defendants improperly summarized the Commissioner's Summary Order to Cease and Desist. The Commissioner did not concede that the Defendants conduct business exclusively on an Indian reservation. Rather, the Commissioner noted only that the primary business location of the Defendants was on the Tribal reservation. The Commissioner's Summary Order expressly stated that the loans at issue originated in Maryland; see Exhibit 1, paras. 32, 35.

given the multiple loan contracts which the Defendants entered into with Maryland consumers. See, e.g., MaryCLE, LLC v. First Choice Internet, Inc., 890 A.2d 818, 828-29 (Md.App. 2006) (citing Beyond Sys., Inc. v. Realtime Gaming Holding Co., LLC, 878 A.2d 567, 582 (Md. 2005) (in turn citing Carefirst of Md., Inc. v. Carefirst Pregnancy Ctrs., Inc., 334 F.3d 390, 397 (4th Cir.2003))); see also Zippo Manufacturing Co. v. Zippo Dot Com, Inc., 952 F.Supp. 1119 (W.D.Pa. 1997) (seminal authority for determining personal jurisdiction based on operation of Internet website).

Further, the cases on which Defendants rely for the proposition that the Agency has no jurisdiction over the Defendants are completely inapposite, as they relate to activities occurring on Indian reservations. As discussed supra, the Agency brought this action based on the Defendants' off-reservation conduct, and thus none of the cases cited by the Defendants support dismissal of the present action. Rather, the case *sub judice* implicates non-reservation activities involving the State of Maryland and Maryland residents. As such, the Supreme Court's discussion in Nevada v. Hicks is applicable to this case:

> When on-reservation conduct involving only Indians is at issue, state law is generally inapplicable, for the State's regulatory interest is likely to be minimal and the federal interest in encouraging tribal self-government is at its strongest. When, however, state interests outside the reservation are implicated, States may regulate the activities even of tribe members on tribal land...

121 S.Ct. 2304, 2311-12 (U.S. 2001) (internal citations omitted) (emphasis added). It follows that the Agency has jurisdiction to enforce the Maryland Consumer Loan Law against the Defendants in this matter with regard to the Defendants' lending activities with Maryland consumers.

4. There is no merit to the Defendants' argument that the "choice of law" provision in their written agreements with Maryland consumers divests the Agency of jurisdiction in this matter.

The Defendants improperly argue that the choice of law provision in their contracts, which indicate that the loan agreements are governed by tribal law, precludes the State of Maryland from exercising regulatory jurisdiction in this matter. This argument is simply incorrect. While a choice of laws provision in a contract may dictate where the parties to the agreement can file private actions related to that contract, such a provision does not prohibit a State regulatory agency from enforcing its consumer protection laws as to those agreements.

In two recent cases that are directly on point, courts in Pennsylvania and Georgia concluded that a state regulatory agency, which is not a party to the contract in issue, cannot be bound by a choice of law provision. In Pennsylvania Dept. of Banking v. NCAS of Deleware, LLC, 931 A.2d 771, 778 (Pa. Commw. 2007), the court rejected the assertion of a payday lender that Pennsylvania could not regulate the company's allegedly usurious loans because of a choice of law provision that referenced federal and Delaware law. The court noted that the dispute between the Pennsylvania Secretary of Banking and the lender was not a contractual one, but whether the lender "failed to obtain a license . . . before making loans to Pennsylvania consumers." Id. at 777-778. The court concluded that the state agency was not a party to the contract and therefore not bound by the choice of law provision. It stated as follows: "[w]hile an individual consumer's claim against a lender may be subject to an agreement's choice of law provision, an administrative agency's enforcement action is not subject to the agreement where, as here, the agency files an action in its own name to enforce a statutory protection." Id. The court continued that, "[t]o hold otherwise would allow private parties to simply contract around

the laws of the Commonwealth of Pennsylvania." Id. The exact same rationale applies to Maryland's assertion of regulatory jurisdiction over companies such as the Defendant business entities which make short term, unlicensed loans to Maryland borrowers, with interest rates in excess of legal limits.

The Court of Appeals of Georgia reached the same conclusion in Bank West, Inc. v. Oxendine, 598 S.E.2d 343, 347 (Ga. App. 2004), where it rejected a payday lender and bank's assertion that a choice of law provision resulted in applying the South Dakota usury law to loans made to Georgia borrowers. The court held that, "parties to a private contract who admittedly make loans to Georgia residents cannot, by virtue of a choice of law provision, exempt themselves from investigation for potential violations of Georgia's usury laws." Id.

Just as the Pennsylvania and Georgia courts discussed, the choice of law provision in the contracts at issue in the present matter are contrary to the public policy of the State of Maryland. The State has an important and substantial interest in enforcing the provisions of the MCLL to protect Maryland consumers against predatory lending practices, such as the usurious and unlicensed activities at issue here. However, the choice of law provision in these contracts would allow the Defendants to impermissibly evade the consumer protections of the MCLL by simply contracting away these important consumer protections. As this is clearly contrary to public policy, the Defendants' choice of law provisions are unenforceable as to the State of Maryland.

For all of these reasons, the choice of law provisions in the Defendants' contracts do not prevent the Agency from bringing the present administrative action against the Defendants based on violations of the Maryland Consumer Loan Law.

5. The Commissioner's Summary Order was properly served on the Defendants in this matter.

The Defendants incorrectly argue that service was improper in this matter. OCFR instituted this action pursuant to Maryland law, and the Defendants were properly served in accordance with Maryland law. OCFR mailed the Summary Order by Certified Mail, return receipt requested, as well as by First Class U.S. Mail (see Exhibit 3). This process was in accordance with Code of Maryland Regulations ("COMAR") 09.01.02.07, and though not required, also satisfied Md. Rule 2-121 (*Process – Service – In personam*). Thus, service of the Complaint in the present matter satisfied the service requirements under Maryland law.

Moreover, there is no doubt that the Defendants actually received the Commissioner's Summary Order; not only did they sign for the documents, (see Exhibit 3), but the Defendants also requested a hearing on March 2, 2011 after receiving the Summary Order (at Exhibit 4), and they filed a Notice of Removal on March 21, 2011 (Document 1). All of this makes clear that, not only was service properly made in this matter as was required under Maryland law, but that the Defendants were not prejudiced whatsoever by the method of service in this matter. As such, the Defendants' motion to dismiss based on alleged insufficiency of service should be denied.

III. CONCLUSION

The Defendants improvidently removed the present case from an on-going State administrative action to federal court. As such, this Court should remand the case back to the Agency without ruling on the Defendants' Motion to Dismiss. However, in the alternative, as

there is no legitimate basis for dismissing this action, Defendants' Motion to Dismiss should be denied.

WHEREFORE, the Maryland Commissioner of Financial Regulation respectfully requests that this Court hold the Defendants' Motion to Dismiss in abeyance pending a decision on the Commissioner's Motion to Remand, or alternatively, sign the attached Order denying the Defendants' Motion to Dismiss.

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CERTIFICATE OF SERVICE

I hereby certify that, on this 19th day of April, 2011, the foregoing Maryland Commissioner of Financial Regulation's Response in Opposition to Defendants' Motion to Dismiss, the Proposed Order, and all associated Exhibits, were electronically filed and served via the Court's CM/ECF system.

/s/ W. Thomas Lawrie

W. Thomas Lawrie