IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

ROBERT E. MCMULLEN, Executor of the Estate of DORIS MCMULLEN, deceased, Plaintiff,	:	DOCKET NO. 15 – 02,308
vs.	:	CIVIL ACTION – LAW
	:	PROFESSIONAL NEGLIGENCE
GENESIS HEALTHCARE, INC.; 1201 RURAL AVENUE OPERATIONS LLC d/b/a ROSE VIEW CENTER; and GENESIS HEALTHCARE, LLC., Defendants	:	PRELIMINARY OBJECTIONS

OPINION AND ORDER

Before the Court are preliminary objections to the second amended complaint. A threshold issue is whether an agreement to arbitrate signed by the husband of a patient/resident of a nursing home is valid and binding in the circumstances of this case. The remaining issues concern the specificity of the complaint, punitive damages, and negligence per se. Upon careful review and consideration of the voluminous record, comprehensive briefs, and oral argument, the Court respectfully submits the following in support of its rulings.

STATEMENT OF FACTS.[1]

This matter arises from the care and treatment of Doris McMullen at Defendants'[2] skilled nursing facility known as Rose View Center. Rose View admitted Doris McMullen from the

[1] The procedural history of this case follows. On October 1, 2015, Doris McMullen filed a medical professional liability complaint and certificate of merit against Genesis Healthcare, Inc., d/b/a Rose View Center Genesis Healthcare LLC (collectively referred to as "Rose View" or Defendants). On October 23, 2015, Rose View filed preliminary objections and supporting brief to Plaintiff's October 1, 2015 complaint. On November 12, 2015, Plaintiff filed an amended complaint, rendering the previously filed preliminary objections moot. On December 1, 2015, Rose View filed preliminary objections to the amended complaint. The Court scheduled argument for February 2, 2016 and set forth a briefing schedule. On December 10, 2015, Doris McMullen died. On December 18, 2015, Plaintiff filed a motion to stay these proceedings. On January 7, 2016, with no objection from Defendants, the Court stayed the case for 60 days to allow for the opening of an estate and continued argument on the preliminary objections to April 1, 2016. Upon an unopposed application to continue the stay and argument, on March 1, 2016, the stay was extended and argument rescheduled for May 24, 2016. On April 6, 2016, Plaintiff filed a motion for substitution of party and the caption was amended on April 12, 2016 to the current caption. On May 2, 2016, Plaintiff filed a second amended complaint (the operative complaint) rendering the preliminary objections to the previous complaint moot. On May 19, 2015 the instant preliminary objections were filed by Rose View to the May 2, 2016 second amended complaint. On June 28, 2016, the court granted an unopposed continuance request for 135 days. The parties sought to conduct "arbitration related discovery" prior to argument on these objections. Following the arbitration related discovery, the parties filed supplemental briefs on November 7, 2016 and November 17, 2016. Argument was held on November 21, 2016. The matter is ripe for decision.

Williamsport Hospital on March 26, 2014 and discharged her home on May 30, 2014. The Plaintiff, Robert E. McMullen, Executor of the Estate of Doris McMullen, deceased ("Estate"), alleges that Doris McMullen received inadequate care at Rose View Center, causing her to suffer serious and permanent physical and mental injuries. The Estate essentially alleges the following. Defendants deprived Doris McMullen of adequate care, treatment, food, water and medicine. Defendants' professional and corporate negligence rose to the level of intentional, outrageous, willful, wanton and reckless indifference. Finally, motivated by a desire to maximize profits, Defendants established staffing levels at recklessly high staff to resident ratios for high acuity residents, and enabled false charting of medical care.

As stated at the outset, the parties dispute the validity and enforceability of an arbitration agreement dated March 26, 2014 ("Agreement"), attached as Exhibit B to the Plaintiff's Response in Opposition to Defendants' Preliminary Objections. The Agreement states that it is between the patient and Rose View. The patient's signature does not appear on the Agreement. The line for the patient's signature is blank. The Agreement bears the signature of the patient's husband, Robert McMullen, in the place designated for the patient's representative.[3]

The circumstances surrounding the execution of the Agreement are as follows. The patient, Doris McMullen, was competent. Deposition of Robert McMullen on September 1, 2016 ("McMullen dep.") at 30; 34; 47; Deposition of Lauren Leathers on September 1, 2016 ("Leathers dep.") at 44:14-21; 97:7-15. According to Robert McMullen, he signed the

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[2] Defendants are Genesis Healthcare, Inc.; 1201 Rural Avenue Operations LLC d/b/a Rose View Center; and Genesis Healthcare, LLC., referred to in passim as "Rose View" or Defendants.

[3] Robert McMullen's signature appears next to a place marked by a circled x. The preprinted form contains the following language below the signature line. "Signature of Patient's Representative in his/her individual capacity and in his/her capacity as power of attorney, legal guardian or agent authorized to bind patient to this Agreement." Above his signature is a line with his printed name and date.

Agreement as part of taking care of admissions paperwork for his wife. McMullen dep., 28.[4] Robert McMullen was not acting under a power of attorney and specifically told Rose View that he was signing for his wife as her husband. McMullen dep. 30; 47:104.[5] Mr. McMullen testified that he signed the documents in the lobby at the time of his wife's admission. McMullen dep. 18-19. His wife was in a gurney being examined prior to being placed in a room. McMullen dep., 31, 38- 40. While the paperwork was being signed, Doris McMullen was very tired and dozing off at times. McMullen dep., 21:24; 27:9; 33. Mr. McMullen was standing up, relying on a clipboard to sign. McMullen dep., 38. He testified that he did not read the paperwork and could not see the paperwork because it was late and dark and he was not wearing his reading glasses.[6] McMullen dep. 15:16; 17; 20; 22; 29. Mr. McMullen testified that after signing the admission paperwork, they finished examining Doris McMullen and then took her up to her room and Robert McMullen went home.[7] McMullen dep., 31.

Mr. McMullen signed admission paperwork for his wife to get care and help at Rose View. McMullen dep., 50:15-17. Mr. McMullen does not recall any explanation being given about the documents. McMullen dep., 43:10-12. Mr. McMullen does not recall anyone telling him that any of the documents were optional. McMullen dep. 41-42; 44. He did not hear the word arbitration and was not told anything about waiving rights to sue if something happened to his wife at Rose View. McMullen dep. 43:21-24; 44. He testified that the paperwork kept coming; the conversation was simply "sign here, sign that." McMullen dep. 36; 37:18.

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[4]McMullen testified that it was his general understanding that he would take care of stuff like filling out admissions paperwork. McMullen dep. at 28:9-10.

[5] Mr. McMullen possessed a springing general durable power of attorney and health-care declaration which became effective only upon his wife's incapacity. McMullen dep. at 34; Exhibit L-5, attached to Leathers dep. Since neither party claims that Mr. McMullen was acting under the Power of Attorney when he signed the Agreement, the Court will not discuss how the Court would arrive at the same conclusion that Mr. McMullen did not sign the Agreement as Power of Attorney for his wife.

[6] He described signing documents while standing up, using a clipboard. McMullen dep. 15:16; 17; 29. It took about twenty minutes. McMullen dep., 31.

[7] He got home around 10 o'clock and lives about 14 miles away. McMullen dep., 31.

Doris McMullen did not sign or review the paperwork. McMullen dep., 21:24; 27:9. In addition, Mr. McMullen did not look through the paperwork at a later date because he trusted Rose View. McMullen dep., 37, 48.[8]

The Admission Coordinator for Rose View, Lauren Leathers, testified that she went to Doris McMullen's room to get her to go through admissions documents with her. Leathers dep. at 50:10-12.[9] Ms. Leathers testified that in accordance with her standard practice she stated to Doris McMullen "I have admission documents that we need to go through and then things I need to explain, get some signatures." Leathers dep., 46:1-5; 48:5-6. Doris McMullen's response was that "her husband could do it for her." Leathers dep. 48:15.[10] Doris McMullen was not told that any documents were optional or that one of the documents waived her right to a jury trial. Leathers dep., 105. Leathers did not state that there would be any documents other than admission paperwork and did not specifically mention the arbitration agreement. Leathers dep. 49:16-20; 50:1-5. Ms. Leathers testified that "if a patient tells us they want somebody – that they want somebody specifically to sign their paperwork,that gives us the authorization to do that." Leathers dep. 48:18-21.

Leathers cannot recall how or when she got ahold of husband or details of the document presentation to Robert McMullen. Leathers dep. 50:17-20; 55:7-11; 75:18-21. Leathers does recall that Mr. McMullen did not have any difficulties with the documents because he was able to complete them. 76:13-14. Leathers dep. 60:2-18. The presentation of the arbitration

[8] Doris McMullen was previously admitted to Rose View about ten years prior when she broke her hip. McMullen dep. at 13:8-17.
[9] Leathers testified that her recollection is vague. Leathers dep., 41; Leathers testified that she does not conduct admissions in the lobby and is not present at Rose View when it is dark. Leathers dep. 103-104.
[10] Leathers testified that the patient "made it clear that she did not want to go through any admission documents with [her, Lauren Leathers]." Leathers dep., 50:10-12.

agreement is separate from the admissions document, either at the beginning or end. Leathers testified to her typical presentation of the arbitration agreement as follows.

> I present the document; I explain that it's a voluntary document, their admission does not hinge on signing the document. And that, you know, it is – in signing it, you are basically waiving to go, you know, the courts and you're going to use a third party, an arbitrator, who will help settle that disagreement between you and Rose view Center." Leathers dep. 60:22-25; 61:1-3.

Leathers further testified that her typical explanation of the arbitration agreement is as follows.

> If you sign the document – in signing the document, you're agreeing that your're waiving – you're not going to go to court necessarily, that you are going to use an arbitrator as a third party, and they will help settle the disagreement between you and Rose View Center." Leathers dep. 61:6-12. Encourages them to read through document, review their admission documents and if they have questions or issues to see me. 64:3-8.

Leathers testified that she does not tell not tell them to read the document. Leathers dep., 78:23-25; 79:1-6. The information on the form is filled out prior to signing the document, except for the name, date and signature. Leathers dep., 83:3-7; 83: 8-10; 82. Leathers testified that all of her admission paperwork had an x on the signature line where the person is expected to sign. Leathers dep. 84:1-4. Leathers put an X in the circle and pointed out to Mr. McMullen where to sign. Leathers dep. 83:19-25.

After paperwork was signed, Leathers did not go back to Mrs. McMullen's room to show the documents to her. Leathers dep. 98:21-25. Leathers had no further communication about the admissions paperwork with the McMullens. 98-100.

DISCUSSION

Rose View raises the following preliminary objections: (1) that the parties agreed to submit the dispute to arbitration, (2) that the complaint is insufficiently specific, (3) that the claim for punitive damages should be stricken; (4) that 18 Pa. C.S.A. § 2713 cannot support a

claim of negligence per se (5) that the complaint fails to allege sufficient causal connection between breach and 35 P.S. § 10225.101, et. seq. and alleged harm, (6) that Estate failed to comply with Pa.R.C.P. 1019(b) by failing to aver fraud with particularity (7) that averments must be stricken for scandalous and impertinent as to Department of Health's statement of deficiencies. The Court will discuss each objection in turn.

1. ARBITRATION

At issue in this case is whether the parties agreed to arbitrate this dispute.[11] "It is black letter law that in order to form an enforceable contract, there must be an offer, acceptance, consideration, or mutual meeting of the minds." Walton v. Johnson, 2013 PA Super 108 n.3, 66 A.3d 782, 786 (Pa. Super. 2013), *quoting*, Jenkins v. County of Schuylkill, 441 Pa. Super. 642, 658 A.2d 380, 383 (Pa. Super. 1995). Since the Agreement was not signed or reviewed by the patient herself, like Walton, this case depends on whether the patient authorized her husband Robert McMullen as her agent to sign the Agreement.[12] Walton v. Johnson, 66 A.3d 782, 786 (Pa. Super. 2013). "The burden of establishing an agency relationship rests with the party asserting the relationship." Basile v. H&R Block, Inc., 563 Pa. 359, 367-368, 761 A.2d 1115, 1120 (Pa. 2000) (citation omitted). In Walton, supra, the Court the court synthesized the pertinent precepts as to agency as follows.

> An agency relationship may be created by any of the following: (1) express authority, (2) implied authority, (3) apparent authority, and/or (4) authority by estoppel. Express authority exists where the principal deliberately and specifically grants authority to the agent as to certain matters. **See** Bolus v. United Penn Bank, 363 Pa. Super. 247, 525 A.2d 1215 (Pa. Super. 1987). Implied authority exists in situations where the agent's actions

[11] When a party seeks to compel arbitration, the judicial inquiry is limited to "whether an agreement to arbitrate was entered into and whether the dispute involved falls within the scope of the arbitration provision." Flightways Corp. v. Keystone Helicopter Corp., 459 Pa. 660, 663, 331 A.2d 184, 185, (Pa. 1975).

[12] Defendants acknowledge that there was no written express authority for Robert McMullen's signature (Defendant's Supplemental Brief In Support of Defendants' Preliminary Objections to Plaintiff's Second Amended Complaint Requiring Factual Supplement to the Record, filed November 7, 2016, ("Defendant's Supplemental Brief") at 8).

> are "proper, usual and necessary" to carry out express agency. **See** Passarelli v. Shields, 191 Pa. Super. 194, 156 A.2d 343 (Pa, Super. 1959). Apparent agency exists where the principal, by word or conduct, causes people with whom the alleged agent deals to believe that the principal has granted the agent authority to act. **See** Turner Hydraulics v. Susquehanna Construction Co., 414 Pa. Super. 130, 606 A.2d 532 (Pa. Super. 1992). Authority by estoppel occurs when the principal fails to take reasonable steps to disavow the third party of their belief that the purported agent was authorized to act on behalf of the principal. **See** Turnway Corp. v. Soffer, 461 Pa. 447, 336 A.2d 871 (Pa. 1975). Walton v. Johnson, 2013 PA Super 108, 66 A.3d 782, 786

The Court concludes that Rose View did not obtain authorization from the patient, Doris McMullen, for her husband to sign the Agreement. Ms. Leathers never mentioned an arbitration agreement or explained its import when she told Doris McMullen that she had some admissions documents to go through together. Ms. Leathers did not tell Doris McMullen that there was a document that was not required for admission. Ms. Leathers considered it sufficient that Doris McMullen told her that her husband could go over the admissions documents for her. However, Ms. Leathers never asked Doris McMullen whether he could sign any other documents for her. Ms. Leathers never told Doris McMullen that she had an arbitration agreement to go over that was not required for admission. She never stated the import of such an agreement or that such an agreement was optional. The arbitration agreement is not part of the admissions packet. It is not listed by Rose View as a document within the admissions packet. It is not a document that needs to be signed for admissions. It is to be reviewed separately, either before or after the admissions paperwork. Doris McMullens' words and conduct were that she authorized her husband to sign documents required for admission, and nothing more.

Furthermore, Robert McMullen did not know what he was signing. He could not see the papers he was signing. It was dark and he was not wearing his reading glasses. He was signing paperwork to get his wife care and help at Rose View. He signed where he was told to sign and

not told it was optional. He does not recall any explanation. The circumstances suggest he was signing what was needed to get his wife placed in her room. The Court concludes that Mr. McMullen was not authorized to sign a document that was not required for admission, was not part of the admission packet, was not discussed with the patient, which waived the patient's right to a jury trial and for which the patient received no consideration. In addition, the Court concludes it would be unconscionable to enforce the Agreement under the circumstances of this case.

2. SPECIFICITY OF THE COMPLAINT

Rose View objects to the second amended complaint as insufficiently specific to prepare a defense pursuant to Pa. R.C.P. 1028 (a). "The pertinent question under Rule 1028(a)(3) is "whether the complaint is sufficiently clear to enable the defendant to prepare his defense," or "whether the plaintiff's complaint informs the defendant with accuracy and completeness of the specific basis on which recovery is sought so that he may know without question upon what grounds to make his defense."" Rambo v. Greene, 906 A.2d 1232, 1236 (Pa. Super. 2006), *citing*, Ammlung v. City of Chester, 224 Pa. Super. 47, 302 A.2d 491, 498 n. 36 (Pa. Super. 1973) (quoting 1 Goodrich-Amram § 1017(b)-9).

With this standard in mind, the Second Amended Complaint as a whole is sufficiently specific. The Second Amended Complaint contains 106 paragraphs and multiple subparagraphs setting forth a factual background, standard of care, breach of the standard of care for professional negligence, factual basis for punitive damages and corporate liability and consisting of two counts, including one count under the Survival Statute, 42 Pa.C.S. §8302. References to unnamed residents in this context is relevant to corporate liability and punitive damages.

Defendants specifically object to ¶80 (dd) for failing to identify any specific government regulations at issue. Defendants' also object to references to not meeting the needs or negligence related to unnamed residents or residents generally, and provides ¶ ¶80 (u) and (q) as examples. While the Court recognizes such claims are pertinent to claims of corporate negligence and punitive damages, ¶¶ 80 (dd), (u) and (q) are broad enough to risk amplification at a later date in violation of Connor v. Allegheny General Hospital, 501 Pa. 306, 461 A.2d 600 (Pa.1983) and will therefore be stricken.

3. PUNITIVE DAMAGES

Rose View contends that the Estate failed to allege facts to demonstrate conduct that was conduct intentional, outrageous, willful, wanton and exhibited reckless indifference or that satisfy the standard for punitive damages under the MCARE Act, 40 P.S. § 1303.505 (c). This Court disagrees.

"[P]unitive damages may be awarded for conduct that is outrageous, because of the defendant's evil motive or his reckless indifference to the rights of others." See, Feld v. Merriam, 485 A.2d 742, 747-748 (Pa. 1984), *citing, Chambers v. Montgomery*, 411 Pa. 339, 192 A.2d 355 (1963) *see also,* Phillips v. Cricket Lighters, 883 A.2d 439, 445-446 (Pa. 2005); Hutchison Ex. Re. Hutchison v. Luddy, 870 A.2d 766 (Pa. 2005). To prevail in a punitive damages claim, plaintiff must establish that: "(1) a defendant had a subjective appreciation of the risk of harm to which the plaintiff was exposed" and (2) the defendant "acted, or failed to act, as the case may be, in conscious disregard of that risk." Hutchison v. Luddy, supra, 870 A.2d at 771.

In Scampone v. Grane Healthcare Co., 2010 PA Super 124, 11 A.3d 967 (Pa. Super. 2010), the Court concluded that evidence of deliberately chronic understaffing, evidenced by deliberately altered records, leading to improper patient care was outrages and sufficient to

warrant a claim for punitive damages. That Court also noted the deplorable condition of the patient and lack of critical care for nineteen days as "[o]ther evidence supporting an award of punitive damages." Scampone, supra, 11 A.3d at 991-992.

In the present case, the Estate alleges that Rose View committed conduct similar to the outrageous conduct committed by the nursing facility in Scampone. At this stage in the proceedings, the Court cannot state that no recovery is possible. Therefore, the objection will be overruled.

The Court, like the Court in Scampone, also concludes that the MCare Act does not preclude punitive damages in this case. As noted by the Court in Scampone, the MCARE Act "language tracks the test for punitive damages discussed in the case law." Scampone, supra, 11 A.3d at 992, referencing, 40 P.S. § 1303.505. In addition, the requirements of o paragraph 40 P.S. § 1303.505 (c) are met. The Estate alleges direct conduct by the Defendants themselves as well as that the Defendants "knew of and allowed the conduct" for which the Estate seeks punitive damages. 40 P.S. § 1303.505 (c)

4. NEGLECT OF A CARE-DEPENDENT PERSON STATUTE

Rose View objects to paragraphs 85-90 in the nature of a demurer on the grounds that the Neglect of a Care-Dependent Person Statute, 18 Pa. C.S.A. § 2713, cannot support a claim of negligence per se because it is not sufficiently definite.

Like the Common Pleas Courts of Cumberland County[13] and Lancaster County[14] this Court adopts the reasoning of Judge Carmen D. Minora in **South v. Osprey Ridge Healthcare** Ctr., et al., 10 CV 5688 (Lackawanna Co. June 24, 2011), and concludes that the Neglect of a Care-Dependent Person Statute is sufficiently definite to support a claim of negligence per se.

[13] Ronan v. Manorcare of Carlisle Pa, LLC, et. al, No. 11-7482 (Cumberland Co. Aug. 27, 2012); Taylor v. Manorcare of Carlisle Pa:llc, No. 12-1419 (Cumberland Co. Nov. 29, 2012)
[14] Walley v. Willow Valley Cmtys., No. CI-15-05937, (Lancaster Co. Feb. 8, 2016).

5. OLDER ADULTS PROTECTIVE SERVICES ACT

Rose View objects to paragraphs 90-95 in the nature of a demurer on the grounds that the Estate failed to allege a connection between the alleged breach of statute, the Neglect of a Care-Dependent Person Statute, ("OAPSA"), 18 Pa. C.S.A. § 2713 and the Older Adults Protective Services Act, 35 P.S. § 10225.101, et. seq. The Court disagrees. In ¶ 95, the Estate Alleges that Rose View had reasonable cause to suspect that Doris McMullen was the victim of abuse or neglect and failed to report that to the appropriate agency and law enforcement officials. In ¶ 96 of the Second Amended Complaint, the Estate alleged the following: "[a]s a direct result of the aforesaid negligence "per se" of the Defendants, Doris McMullen was caused to sustain serious personal injuries and damages as aforesaid." Accordingly, the objections is overruled.

6. FAILURE TO CONFORM PA. R.C.P. 1019(B) AS TO FRAUDULENT DOCUMENTATION.

Rose View objects to averments that Defendants committed "fraudulent documentation" or other fraudulent acts as not satisfying the criteria of Pa. R.C.P. 1019(b). Rule 1019(b) requires averments of fraud to be averred with particularity. The allegations in the complaint do not violate Pa. R.C.P. 1019(b). The Estate does not set forth a claim of fraud against Rose View. The Estate alleged that the Defendants committed the following acts and omissions in the care and treatment of Doris McMullen: "failure to prevent fraudulent documentation and allowing the Defendants' staff to chart that they provided care to Doris McMullen on non-existent days, on days when the charting staff member was not actually at work, and/or on days when Doris McMullen was not even in Defendants' Facility[.]"

7. SCANDALOUS AND IMPERTINENT MATTER

Rose View objects to the inclusion of citations by the Department of Health as to deficiencies between July 2012 and June 2013 as being scandalous and impertinent. "[T]he right of a court

to strike impertinent matter should be sparingly exercised and only when a party can affirmatively show prejudice." Commonwealth, Dep't of Envtl. Res. v. Hartford Acci. & Indem. Co., 40 Pa. Commw. 133, 138, 396 A.2d 885, 888 (1979). Specifically, Rose View objects to the complaint including citations from the Department of Health for failure to store, prepare and distribute food in a manner to prevent food borne illness in different areas of the facility, failure to maintain are free of potential accident hazards, and the failure to maintain medication regimes free from unnecessary medications and failure to ensure the necessary care for the highest practicable physical, mental, and psychosocial well-being. The Court concludes that citations as to food borne illness and accident free locations is impertinent and will be stricken. References to failures with respect to medications and care will not be stricken as they may be relevant to claims of corporate negligence, notice, and punitive damage.

Accordingly, the Court enters the following Order.

ORDER

AND NOW, this **27th** day of **February 2017**, it is ORDERED and DIRECTED as follows.

1. Defendants' preliminary objection to Estate's Second Amended Complaint on the grounds of compelled arbitration is OVERRULED; Defendants' motion to move suit to Arbitration is DENIED.
2. Defendants' preliminary objection to the specificity of the complaint is OVERRULED in part and SUSTAINED in part. It is overruled to the complaint as a whole; it is SUSTAINED as to ¶ 80 subparts (dd), (u) and (q). Accordingly ¶ 80 (dd), (u) and (q) are STRICKEN.
3. Defendants' preliminary objection to the claim for punitive damages is OVERRULED.

4. Defendants' preliminary objection to the claim of negligence per se for alleged violations of the Neglect of a Care-Dependent Person Statute, 18 Pa. C.S.A. § 2713, is OVERRULED.
5. Defendants' preliminary objection to the claims of negligence per se, including OAPSA, **35** P.S. § 10225.101, et. seq., for failure to allege connection between the negligence and harm suffered is OVERRULED.
6. Defendants' preliminary objection for failure to conform to 1019(b) is OVERRULED.
7. Defendants' preliminary objection Strike Scandalous and Impertinent Matter is SUSTAINED in part and OVERRULED in part.
    a. Objections as to references to citations as to food borne illness and accident free locations are SUSTAINED and hereby STRICKEN;
    b. Objections as to References to failures with respect to medications and care are OVERRULED.
8. Defendants shall file an Answer to the Second Amended Complaint within twenty days. The Court will issue a separate Scheduling Order this date.

BY THE COURT,

February 28, 2017
Date

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Richard A. Gray, J.

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