IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

In re:

PANTHERA ENTERPRISES, LLC

Case No. 2:19-BK-787
Chapter 7

PANTHERA TRAINING, LLC'S MOTION FOR AWARD OF FEES AGAINST BERNSTEIN-BURKLEY, P.C.

Now comes Panthera Training, LLC ("Training"), by counsel, and states the following in support of its Motion for an Award of Attorney's Fees against the law firm of Bernstein-Burkley, P.C. ("the Firm") for violations of Bankruptcy Rule 9011 by; (1) failing to conduct a reasonable investigation before filing a baseless Complaint ("Complaint") in Adversary Proceeding, A.P.) No. 2:19-ap-51 ("Adversary Proceeding"), and (2) filing the Complaint for improper purposes.

BACKGROUND

Pursuant to a Commercial Lease dated June 1, 2018 ("the Lease"), Training leased a 750 acre tactical training facility located in Hardy County, West Virginia ("the Facility") from Panthera Enterprises, LLC ("the Debtor"). Doc. #1 Ex. A.[1] Prior to June 1, 2018, the Debtor leased the Facility to its subsidiary, Panthera Training Center, LLC ("Center"), which conducted training courses for military and government agencies. The Lease recites that Center was not able to pay its lease obligations, causing the Debtor to default on its two loans owed to the West Virginia Economic Development Authority ("WVEDA"). The Debtor asked Training, and Training agreed, to take over operations at the Facility and pay $52,000 monthly rent directly to WVEDA in an effort to forestall WVEDA's foreclosing on the Facility. Doc. #1, Ex. A.

[1] References to documents filed in the Adversary Proceeding will be designated as "Doc. #____", and references to documents filed in the underlying bankruptcy matter will be preceded by "Bankr.".

The record of this case reflects that WVEDA agreed to yet another forbearance agreement with the Debtor when Training stepped in. Bankr. Doc. 53. WVEDA continued to forbear on the exercise of its foreclosure rights until September 2019. Foreclosure was commenced after the WVEDA learned that, among other things, the Debtor had failed to pay its 2017 real estate taxes owed on the Facility, resulting in auction of the 2017 tax liens in November 2018 by the Hardy County Sheriff. *Id.* The foreclosure sale was scheduled for Monday, September 16, 2019. The Debtor filed its voluntary petition for bankruptcy protection on Friday, September 13, 2019. *Id.*

Training conducted business at the Facility, paid $52,000 on the first of each month directly to WVEDA, and never heard any complaint from the Debtor regarding Training's performance under, or compliance with, the Lease until after the Debtor filed its petition for bankruptcy protection. In the initial status conference, the Firm's Robert Bernstein announced, to Training's surprise, that one of the Debtor's fist actions was going to be to attempt to terminate the Lease. True to his word, on October 17, 2019, the Firm initiated an adversary proceeding (No. 2:19-ap-00051) ("the Adversary Proceeding") against Training with its Complaint for Turnover and Possession of Real and Personal Property and for Preliminary Injunction Against Possession of Property ("the Complaint"). Doc #1.

The Firm vigorously prosecuted the Adversary Proceeding until the afternoon before the scheduled July 17, 2020 hearing on Training's and WVEDA's Motion to Convert to a Chapter 7, when apparently the Firm accepted the fact that the Debtor's manager, James Punelli ("Punelli"), had been embezzling the Debtor's funds. In their Motion to Convert, WVEDA and Training pointed out substantial "red flag" irregularities in the Debtor's Monthly Operating Reports, which showed funds being diverted to the Debtor's subsidiary, Center. (See Debtor's October 2019 Operating Report, Bankr. Doc 63, p. 8.) Copies of Center's bank records were obtained by

Training pursuant to a subpoena served in a state court action against Center. These records showed the Debtor's funds that were diverted to Center were then distributed to the Debtor's principals or otherwise used for the personal benefit the Debtor's principals. Bankr. Doc 162. If the Firm had reviewed the Debtor's October 2019 Operating Report and investigated the $134,160 that was noted as "paid in error" to Center, it could have easily obtained Center's bank records, which would have revealed the misappropriation of the Debtor's funds, and prevented Punelli's ensuing embezzlement, and the filing of the baseless Complaint.

Consistent with its inattention to the Debtor's Operating Reports, the evidence demonstrates that the Firm signed and filed the Complaint in bad faith and in violation of Rule 9011(b)(1) and (3). The Firms did not conduct a reasonable inquiry of the facts before filing the Complaint. The Complaint was baseless. Moreover, as determined by Aaron Amore, Esq., the Chapter 7 Trustee ("Trustee"), "evidence to directly refute the claims was readily available." Doc #245, p. 13-14.

In addition to the Complaint being baseless, the Complaint was filed for improper purposes. After conducting his investigation into whether there were any the merits in the Debtor's claims asserted in the Complaint, and engaging a CPA to audit Training's books and records, the Trustee concluded that the Adversary Proceeding "appear[ed] to have been a tactic to breach the lease with [Training] to regain possession of the training facility without any real lawful basis." Doc #247, p. 8. Training further contends that the Adversary Proceeding was also initiated as a ruse to give the Debtor an excuse to withhold payment of $172,000 owed to Training. This facilitated Punelli's embezzlement of most of the Debtor's funds.

LEGAL AUTHORITY

As addressed below, a court may impose sanctions if it finds a violation of any one of the four subdivisions of Rule 9011(b). The four subdivisions of Rule 9011(b) generally fall into two categories: the frivolousness clauses (or the objective component), and the improper purpose clause (or the subjective component). The frivolousness clauses correspond to Rule 9011(b)(2)-(4) and require that a party's attorney must perform a reasonable preliminary investigation of the facts and the applicable law before filing a paper in federal court. The improper purpose clause corresponds to Rule 9011(b)(1) and prohibits the filing of a pleading for an improper purpose.

The Complaint was frivolous, and it was filed for improper purposes, in violation of case law addressing bad faith filings, and in violation of Rule 9011(b).

Frivolous Pleadings. "The legal papers that an attorney files in a case must be grounded in both a nonfrivolous legal theory and well-founded factual contentions and/or denials that, at a minimum, have a reasonable possibility of having evidentiary support after further investigation and discovery. Because objective reasonable inquiries must first be made, good faith *per se* is not enough to comply with the frivolousness clauses. A court's inquiry should focus on the merits of the motion gleaned from the facts and law known or available to the attorney at the time of filing. See *In re Dernick* 2020 Bankr. LEXIS 1345, 15*.

As stated in *Dernick*, the Court must first determine whether the attorney's filing was objectively frivolous, in view of the law or facts, and then, if it is, whether the attorney would have been aware of its frivolousness if he had conducted a reasonable inquiry. If the attorney "failed to conduct a reasonable inquiry into the matter, the Court is obligated to impose sanctions even if [the attorney] had a good faith belief that the [pleading] was sound." *Id.*

A bankruptcy court may independently assess violations of Rule 9011. See Rule 9011(c)(1)(B). On its own initiative, the court may enter an order describing the specific conduct that appears to violate subdivision (b) and directing an attorney, law firm, or party to show cause why it has not violated subdivision (b) with respect thereto.". See *Flemino v. Vulcan Recoveries, LLC*. 2020 Bankr. LEXIS 977*.

Under Rule 9011(c)(1)(B), bankruptcy courts have the authority to sanction attorneys who present, through signing, filing, submitting, or later advocating, a pleading that is frivolous. *Winterton v. Humitech of N. Cal., LLC (In re Blue Pine, Inc.),* 457 B.R. 64, 75 (9th Cir. 2011). According to the Bankruptcy Appellate Panel of the Ninth Circuit, "[t]he word 'frivolous,' when used in connection with sanctions denotes a filing that is both baseless—lacks factual foundation—and made without reasonable competent inquiry." *Id.* (citing Townsend v. Holman Consulting Corp., 929 F.2d 1358, 1362 (9th Cir. 1990). An attorney, then, "has a duty to conduct a reasonable factual investigation as well as to perform adequate legal research that confirms that his position is warranted by existing law (or by a good faith argument for a modification or extension of existing law." *Id.* (citing *Christian v. Mattel, Inc.,* 286 F.3d 1118, 1127 (9th Cir. 2002)). "Thus, a finding that there was no reasonable inquiry into either the facts or the law is tantamount to a finding of frivolousness." *Id.* (citing Townsend, 929 F, 2d at 1362).

Pleadings filed for an Improper Purpose. As the Court referenced during the December 17, 2020 hearing on the Firm's Fee Application, Rule 9011 informs that when the Firm filed the Complaint, its attorney certified "that to the best of his knowledge, information and belief, formed after an enquiry reasonable under the circumstances", that; (1) the Complaint was not being filed "for any improper purpose", and (2) "the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for

further investigation or discovery". Rule 9011(c)(1)(B) provides that, "On its own, the court may order an attorney, law firm, or party to show cause why conduct specified in the order has not violated Rule 11(b)."

The existence of an improper purpose under Rule 9011(b)(1) is a "subjective," "fact-specific inquiry." *In Re Collins*, 250 B.R. 645, 662 (Bankr, N.D. Ill. 2000).

ARGUMENT

A review of the evidence that was known by, or that was readily available to, the Firm, contrasted with the Complaint's false claims, establishes that the Firm's attorneys signed and filed the Complaint in bad faith, in violation of Rule 9011, without first conducting a reasonable inquiry into the existence of any evidence to support their allegations. Further, the evidence is clear and unambiguous that the Firm acted in bad faith; it filed the Complaint for improper purposes. It is only with the imposition of appropriate sanctions that the Firms' attorneys, and those who would follow in their footsteps, will learn to respect the mandates of Rule 9011 and the integrity of the judicial system.

The Firm signed and filed a "baseless" Complaint. Following conversion of this matter to a Chapter 7 proceeding, the Trustee investigated whether there were any merits in the Debtor's claims asserted in the Complaint. To assist his investigation, the Trustee engaged Mr. Kelly T. Smith, CPA ("the CPA") to review Training's accounting and financial records, including but not limited to invoices, receipts, bank statements and accounting reports. The CPA reviewed documents representing hundreds of thousands of dollars of Training's transactions. Upon receipt of the CPA's report presenting his findings, and after conducting his separate investigation into the specific terms of the Lease and the conduct of the parties, on November 9, 2020, the Trustee filed a Motion to Compromise/Settle Adversary Proceeding (the "Motion"), asking to dismiss the Adversary Proceeding. Doc #245.

In his Motion, the Trustee attached, and provided a detailed review of the CPA's report and of his findings with respect to the claims asserted in the Complaint. The Trustee found "that the claims asserted in this adversary proceeding are baseless. The Trustee did not uncover facts that would support the claims asserted in this adversary proceeding. Not only were facts to support the claims absent, but evidence to directly refute the claims was readily available." (emphasis added). Doc #245, p. 13-14.

Evidence to refute the Complaint's claims was readily available. Contrary to the claims made in the Complaint, and consistent with the Trustee's findings, the evidence establishes that Training performed its obligations under the Lease - unless performance was prevented by the Debtor's prior acts. A detailed review of the Firm's factually unsupported claims asserted in the Complaint, and the readily available evidence refuting those claims is as follows.

Real estate taxes. Pursuant to Section 8 of the Lease, Training agreed to pay all real and personal property taxes assessed on the Facility and its personal property during the term of the Lease. In the Complaint, the Firm falsely alleged that Training breached its obligation to pay real property taxes. Doc #1, ¶ 19. A reasonable inquiry by the Firm would have revealed that the Debtor was delinquent in its payment of its real and personal property taxes for periods prior to the commencement of the Lease. Indeed, the Firm had actual knowledge that the 2017 tax liens for the delinquent taxes on the Facility were auctioned by the Hardy County Sheriff in November of 2018 and certified to the West Virginia State Auditor's Office for disposition. The Debtor's Bankruptcy Schedules were filed by the Firm on September 27, 2019. The Debtor's Schedule D scheduled a "2017 tax lien" of unknown value in favor of the Sheriff of Hardy County (# 2.3) and unpaid taxes for 2017, 2018, and 2019 in the amount of $79,145.56, owed to the Sheriff of Hardy County (# 2.4). Bankr. Doc. 23, Schedule D.

With the Firm's actual knowledge that the Debtor had not paid its 2017 real property taxes and that the Lease did not commence until June 1, 2018, West Virginia Code §11A-11-7 informed the Firm that the Debtor's outstanding delinquent taxes from prior periods served to prevent Training from paying real estate taxes for the periods following commencement of the Lease. Specifically, West Virginia Code §11A-11-7 states that the sheriff "shall decline to receive current taxes on any land where it appears to his or her office that a prior year's real property taxes are unpaid." Accordingly, the Debtor's failure to pay taxes for prior periods legally prevented Training from paying subsequent periods' real estate taxes. Similar facts and the law found at West Virginia Code §11A-11-7a, prevented Training from paying the Debtor's personal property taxes that were otherwise payable by Training during the term of the Lease.

Liability Insurance. Section 9 of the Lease required Training to maintain $2 million dollars of liability insurance coverage. Doc. #1, Exhibit A, p. 3. Proof of Training's insurance coverage was readily available. As noted by the Trustee, Training had provided proof of insurance to the Court and to the Trustee. Doc 245, p. 12. Nevertheless, the Firm falsely claimed that Training breached its obligation to maintain liability insurance coverage as required by the Lease. Doc #1, ¶ 19. [2]

Training voluntarily provided financial information. Section 4 of the Lease required Training to cooperate with a request by the Debtor to audit its books and records. The Lease does not require Training to give the Debtor copies of Training's confidential financial records. Doc #1, Exhibit A, ¶ 4. Nevertheless, on July 19, 2019 Training voluntarily transmitted to the Debtor

[2] Equally troublesome, the Firm filed numerous Debtor Operating Reports that falsely reported that Training owed the Debtor over $200,000 for non-payment of the Debtor's insurance premiums when Training had no obligation to pay the Debtor's insurance premiums. See October Operating Report, Bankr. Doc 63, p. 10.

a copy of its profit and loss statements, including a copy of its general ledger. Doc #17. After the Firm announced, on September 25, 2019, its intention to file a lawsuit against Training, Training reaffirmed its willingness to "fully cooperate" with an audit request pursuant to section 4 of Lease. Doc #17. The Debtor never requested an audit of Training's books and records until its bankruptcy case was converted to a Chapter 7 proceeding when the Trustee initiated an audit. As the Trustee observed, when the CPA visited Training's offices to review its books and records, Training "offered to open its books and records and continues to do so without delay or limit." Bankr. Doc 245, p. 13.

There was no Additional Rent payable. Paragraph 4 of the Lease contains a formula for profit-sharing in the form of "Additional Rent" payments to the Debtor based on Training's Taxable Income, as adjusted. Training's financial statements that were provided to the Debtor revealed that Training had not realized any Taxable Income.[3] If the Firm had untaken an audit as encouraged by Training, or if it had conducted a reasonable inquiry through discovery, it would have learned the same thing as the Trustee - that there was no Additional Rent payable. Without conducting any investigation, the Firm falsely alleged that Training defaulted on its Lease obligations to pay Additional Rent to the Debtor. (See Doc. #1, ¶12). Contrary to the Firm's uninformed allegations, the Trustee and the CPA he engaged concluded there was no evidence to support the Firm's claim that Training owed the Debtor any Additional Rent, and that evidence to refute that claim was readily available. Bankr. Doc 245, p. 10.

Lodging Revenue. The Complaint falsely alleged that Training diverted lodging revenues such that these revenues were not reflected on Training's books and records. Doc #1, ¶19. A

[3] Training's Profit and Loss statements reported significant losses from operations on the cash basis of accounting. Since all cash receipts were included in income but non-cash expenses such as depreciation were not deducted, it follows that Training did not have any Taxable Income.

cursory inquiry by the firm would have informed it that there was no lodging located on the Facility and that the Additional Rent calculation was based on Taxable Income "derived from Tenant's operations conducted on the Property". (emphasis added). Doc #1, Ex. A, ¶4. Further, discovery would have readily revealed, as the Trustee found after specific instructions to the CPA to investigate lodging revenues, that the CPA did not uncover any diversion of revenues from inclusion in Training's books and records. Bankr. Doc 245, p. 13.

The Firm's excuse for not conducting a reasonable investigation. During this Court's December 17, 2020 hearing on Objection's to the Firm's Fee Application ("the Hearing"), the Court asked the Firm's representative, Mark Lindsay, Esq., several times why the Firm did not conduct an audit as provided in the Lease in order to satisfy itself regarding financial questions before filing the Complaint. Mr. Lindsay offered the excuse that the Debtor could not afford to conduct an audit. First, it should be noted that the Firm could have served discovery on Training, asking for copies of the financial documents the CPA later examined. This would have cost the Debtor nothing. The record of this case reflects that the Firm did not request a copy of Training's bank statements or any other financial records in discovery before resorting to the "nuclear" option of filing the baseless Complaint.

Further, contrary to Mr. Lindsay's representation that the Debtor could not afford an audit, the Firm knew; (1) that the Debtor's Monthly Operating Report for September 2019 (Bankr. Doc 37, p. 10) reported that $177,883 was due from the DEA, and (2) that the $172,000 was received from the DEA in October (Bankr. Doc 63, p. 13). More than ample funds to conduct an audit.

Before filing the Complaint, the Firm knew that the Facility represented the Debtor's primary asset and that the Lease was an encumbrance on that asset. Yet incredibly the Firm admitted that it conducted no investigation into the existence of evidentiary foundation for the

claims it asserted in the Complaint. As Mr. Lindsay reluctantly conceded during the Hearing, the Firm simply relied on what Mr. Punelli said, and on whatever documents Mr. Punelli provided. The Firm must not have looked at the documents Mr. Punelli possessed, because as addressed above, those documents would have readily refuted all of the Complaints false allegations.

The Improper Purposes Behind Filing the Complaint.

Following his investigation into the Complaint's claims, the Trustee concluded that the Adversary Proceeding "appears to have been a tactic to breach the lease with [Training] to regain possession of the training facility without any real lawful basis." Doc #247, p. 8. Training agrees with the Trustee's conclusion.

Training contends that the Complaint was filed for the further improper purpose of giving the Debtor a plausible excuse to withhold the $172,000 that was owed to Training in October 2019 for a course Training conducted post-petition, in September 2019, for the DEA. Each of the Debtor's monthly Operating Reports falsely reported significant amounts owed to the Debtor by Training due to its purported breach of the Lease. With almost $800,000 being falsely reported in the Operating Reports as owed to the Debtor by Training (See Bankr. Doc 63, p. 10), based on the Complaint's baseless allegations, the Debtor could argue it was justified in withholding Training's funds. The bulk of these funds were then embezzled by Mr. Punelli.[4]

Given the expressly stated purpose of the Complaint, the lack of any evidentiary support whatsoever for any of its claims, and the purposes behind the Firm's actions, it is beyond peradventure that; (1) the Complaint was filed for improper purposes, (2) the Firm filed the

[4] Mr. Lindsay's representations during the Hearing, that Mr. Punelli returned the funds he embezzled, are false. A review of the records of this case reflect that Mr. Punelli only returned a portion of the Debtor's funds he had taken – after his embezzlement was uncovered by Training. The balance of the money that had been "erroneously" diverted to Center was returned to the Debtor by Center, not by Mr. Punelli, using funds that Center owed to, but did not pay, to Training for separate contract services Training had performed for Center.

Complaint without conducting an investigation that would have been reasonable under the circumstances, and (3) the Complaint was baseless, without any evidentiary support whatsoever – all in clear violation of Rule 901.

Conclusion

Before the Firm filed the Complaint, it knew that Training had been successful in forestalling WVEDA's foreclosure on the Debtor's Facility for over sixteen months. The Firm also knew, or should have known pursuant to a reasonable investigation, that the Debtor had not expressed any concern about Training's performance under the Lease prior to filing for Bankruptcy protection on the eve of WVEDA's September 2019 foreclosure. Mr. Lindsay admitted that the Firm filed the Complaint, seeking to terminate Training's rights to operate it business at the Facility, without first conducting a reasonable investigation of the existence of any facts to support its claims. During the Hearing, Mr. Lindsay did not even venture to argue that any of the claims presented in the Complaint were grounded in fact. The Firm merely relied on what Mr. Punelli said. The Firm could not have reviewed the documents Mr. Punelli provided because, as the Trustee determined, the documents available to the Firm readily refuted the claims asserted in the Complaint. The record reflects that the Firm continued to prosecute these false claims until Training proved that the Debtor's representative had been embezzling the Debtor's funds, while the Firm's efforts were focused on damaging Training instead of learning the truth.

The Firm represented that its attorneys spent 28 hours preparing to file the Complaint. Bankr. Doc. 238-3, p. 44 and 45. Rule 9011 mandates that the Firm should have used some of this time to investigate the facts, whether by conducting discovery, simply asking Training for copies of financial and other documents that were readily available that would have revealed the truth, or by other means. The Debtor, its creditors, and Training would have been saved many thousands

of dollars if the Firm's attorneys had done what all litigation counsel must do; comply with Rule 9011.

In defense of the Complaint filed by the Firm in violation of Rule 9011, Training incurred $32,655.00 in legal fees with its general counsel, Basnight Kinser Leftwich & Nuckolls, P.C., and additional $30,901 in legal fees with its West Virginia bankruptcy counsel, Bowles Rice, LLP, for a total of $63,556 in legal fees in defense of the Complaint filed and prosecuted in (See Affidavit of Robert L. Starer, Training's Chief Executive Officer, attached as Exhibit A).

WHEREFORE, based on the authority and reasons set forth above, Panthera Training, LLC requests that the Court, (1) ORDER the Firm to Show Cause why it did not violate Rule 9011 when it filed the Complaint, (2) FIND that the Firm violated Rule 9011 by failing to conduct a reasonable investigation before filing the Complaint, and by filing the Complaint for improper purposes; (3) ORDER the Firm to reimburse Training's legal fees incurred in defense of the Complaint in the amount of $63,556.00, and (4) GRANT such further relief as this cause merits.

PANTHERA TRAINING, LLC

By: /s/ Douglas E. Kahle
Douglas E. Kahle, Esq.
VSB # 15964
DKahle@basnightkinser.com
Admitted Pro Hac Vice
308 Cedar Lakes Drive, 2nd Floor
Chesapeake, VA 23322
Phone: (757) 547-9191
Fax: (757) 547-9135
Counsel for Panthera Training, LLC

CERTIFICATE OF SERVICE

I, Douglas E. Kahle, Esq., do hereby certify that a true and accurate copy of **Panthera Training, LLC's Motion for Award of Fees** has been served via CM/ECF and/or email on this 8th day of January, 2021, to the following:

Via E-Mail:

Aaron C. Amore, Esq.	aaron@amorelaw.com
John J. Richardson, Esq.	jrichardson@bernsteinlaw.com
Mark A. Lindsay, Esq.	mlindsay@bernsteinlaw.com

Via CM/ECF:

Debra Lee Allen, Esq.	dallen@spilmanlaw.com
Julia A. Chincheck, Esq.	jchincheck@bowlesrice.com
Zachary James Rosencrance, Esq.	zrosencrance@bowlesrice.com
Gary O. KinderUnited States Trustee	gary.o.kinder@usdoj.gov

By: /s/ Douglas E. Kahle

EXHIBIT "A"

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

In re:

PANTHERA ENTERPRISES, LLC

Case No. 2:19-BK-787
Chapter 7

AFFIDAVIT OF ROBERT L. STARER

STATE OF WEST VIRGINIA

HARDY COUNTY, to-wit:

This day personally appeared before me, a Notary Public in and for the jurisdiction aforesaid, Robert L. Starer, who, after being duly sworn, states as follows:

1. I am the Chief Executive Officer of Panthera Training, LLC ("Panthera Training"). In my capacity as Chief Executive Officer I am familiar with Panthera Training's financial records.

2. Panthera Training incurred legal fees with its West Virginia bankruptcy counsel, Bowles Rice, LLP, in the amount of $30,901 in defense of the claims asserted and prosecuted in Adversary Proceeding A.P. No. 2:19-ap-51.

3. Panthera Training incurred additional legal fees with its general counsel, Basnight, Kinser, Leftwich & Nuckolls. P.C., in the amount of $32,655 in defense of the claims asserted and prosecuted in Adversary Proceeding A.P. No. 2:19-ap-51.

Further the Affiant saith not.

Robert L. Starer

The aforesaid Affidavit was sworn to and acknowledged before me this 8th day of January, 2021, by Robert L. Starer, who is personally known to me.

Brandi S. Delawder
Notary Public

My Commission expires: August 16, 2021
Registration number: _____

OFFICIAL SEAL
Notary Public, State Of West Virginia
BRANDI S. DELAWDER
309 Tannery Hollow Rd.
Moorefield, WV 26836
My Commission Expires August 16, 2021