SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 30

19STCV43949 June 30, 2022
TRINIDAD NAVARRO, IN HIS OFFICIAL CAPACITY AS INSURANCE COMMISSIONER OF THE STATE OF DELA vs S&F MANAGEMENT COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, et al. 1:43 PM

Judge: Honorable Barbara M. Scheper
Judicial Assistant: C. Wilson
Courtroom Assistant: R. Nazaryan

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Ruling on Submitted Matter;

The Court, having taken the matter under submission on 06/23/2022 for Hearing on Motion for Summary Judgment, now rules as follows:

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Navarro vs. S&F Management Company, LLC, et. al., Case No. 19STCV43949

Ruling re: Plaintiff's and Defendants' Motion for Summary Judgment, or in the alternative, Summary Adjudication

Plaintiff/Cross-Defendant Trinidad Navarro, Insurance Commissioner of the State of Delaware, in his capacity as Receiver of Ullico Casualty Company in Liquidation (Ullico), moves for summary judgment, or in the alternative, summary adjudication, against Defendants S&F Management Co., LLC (S&F); Windsor Chico Care Center, LLC (Windsor Chico); Windsor Care Center National City, Inc. (Windsor Gardens); Windsor Convalescent and Rehabilitation Center of Concord, LLC (Windsor Manor); and ISR Holdings, Inc. dba Western Elite Insurance Solutions (Western).

Defendants S&F, Windsor Chico, Windsor Gardens, and Windsor Manor (collectively, Windsor) move for summary judgment, or in the alternative, summary adjudication, on the first through fourth causes of action in the Complaint.

Plaintiff's motion for summary judgment is denied. Defendants' motion for summary judgment

is granted.

The function of a motion for summary judgment or adjudication is to allow a determination as to whether an opposing party can show evidentiary support for a pleading or claim and if not to enable an order of summary dismissal without the need for trial. (Aguilar v. Atlantic Richfield Co. (2001) 25 Cal.4th 826, 843 (Atlantic Richfield).) Code of Civil Procedure Section 437c, subdivision (c) "requires the trial judge to grant summary judgment if all the evidence submitted, and 'all inferences reasonably deducible from the evidence' and uncontradicted by other inferences or evidence, show that there is no triable issue as to any material fact and that the moving party is entitled to judgment as a matter of law." (Adler v. Manor Healthcare Corp. (1992) 7 Cal.App.4th 1110, 1119.)

As to each claim as framed by the complaint, the defendant moving for summary judgment must satisfy the initial burden of proof by presenting facts to negate an essential element, or to establish a defense. (Code Civ. Proc, § 437c, subd. (p)(2).) Courts "liberally construe the evidence in support of the party opposing summary judgment and resolve doubts concerning the evidence in favor of that party." (Dore v. Arnold Worldwide, Inc. (2006) 39 Cal.4th 384, 389.)

Once the moving party has met that burden, the burden shifts to the opposing party to show that a triable issue of one or more material facts exists as to that cause of action or a defense thereto. To establish a triable issue of material fact, the party opposing the motion must produce substantial responsive evidence. (Sangster v. Paetkau (1998) 68 Cal.App.4th 151, 166.)

The Court's "role on summary judgment is simply to decide whether the parties possess evidence requiring the fact-weighing procedures of a trial. (Soto v. County of Riverside (2008) 162 Cal.App.4th 492, 496.) "The purpose of the summary judgment procedure is not to try the issues, but merely to determine whether there are issues to be tried." (Orser v. George (1967) 252 Cal.App.2d 660, 668.)

This dispute arises out of workers compensation insurance policies issued by Ullico to each of the four Windsor entities for coverage periods from 2010 through 2012. The Windsor entities form part of a network of professional service providers, skilled nursing, and assisted living facilities located in California. (Plaintiff's UMF (PUMF) 3, 17-24.) Ullico seeks to recover from Windsor for deductibles allegedly owed under the policies. Ullico argues the policies issued were "large deductible policies," under which the insurer is obligated to pay a claim in full and then is

reimbursed by the insured up to the deductible amount for each claim. (PUMF 16.) Defendants argue that the policies were "guaranteed cost" policies, under which the insured is only responsible for paying premiums and does not pay deductibles. (Defendants' UMF (DUMF) 2.)

Factual Background

In 2010, Windsor requested insurance quotes from its broker, ISR Holdings, Inc. dba Western Elite Insurance Solutions (Western), for guaranteed cost workers compensation policies. (DUMF 1; Frid Decl., Ex. C, p. 42 [67]; Ex. F, p. 32 [159].) Western then contracted with Intercare Specialty Risk Insurance Services (Intercare) for Intercare to obtain quotes for guaranteed cost policies for Windsor. (Frid Decl. Ex. C p. 43 [68].) Intercare in turn contacted Patriot Underwriters Inc. (Patriot), an insurance company and agent of Ullico authorized to sell Ullico policies. (DUMF 5; Frid Decl., Ex. C, p. 23 [56].)

Patriot's operations included a "captive insurance program," a complex structure that sought to shift risks on insurance policies issued by Patriot to a separate entity controlled by Patriot, termed the "captive." (Frid Decl. Ex. A, p. 22 [15].) Patriot's captive was Guarantee Insurance Company (Guarantee). (Ibid.; Ex. C, p. 42 [67].) Patriot was authorized by Ullico to sell Ullico guaranteed cost policies through the captive insurance program. (Id. at 29 [22].) Patriot also had an agreement with Intercare that Patriot would sell Ullico's guaranteed cost policies via the captive insurance program to purchasers such as Windsor, so that the policies would be issued and reinsured through the captive. (Frid Decl. Ex. D, pp. 34-35 [104].) Under policies sold through this program, the insured would not have to pay a deductible absent another agreement providing otherwise. (Ibid.)

As described by Daniel Aronowitz, former president of Ullico, "Patriot would issue as an underwriting manager for [Ullico] or for Guarantee Insurance Company, they would issue [ ] what I thought were guaranteed costs, workers' comp policies. And then if it was on Ullico paper, we [Ullico] took a share of the risk, 10 or 25 percent. . . . And then [the Patriot captive] would take a share of the risk, or Patriot would bring in certain of their [participants.] The policyholder or the agent could invest in the captive. And then Patriot would get an underwriting fee; they would get a claims fee, and maybe even a nurse case management fee. And then they would be reinsuring the captive, as well." (Id. at 23-24 [16].)

Eight policies in total were issued to the four Windsor entities (the Policies). (DEO, Ex. 28-29.)

The first set of policies covered the period from December 10, 2010, to December 10, 2011. (Id. Ex. 28.) Those policies were renewed for the policy period from December 10, 2011, to December 10, 2012. (Id. Ex.29.) Ullico's argument that the Policies were large deductible policies primarily relies on the "Large Deductible Endorsement" contained in each policy. The endorsement, identical across all the Policies, appears in relevant part as follows:

This deductible endorsement applies between you and us. It does not affect or alter the rights of others under the policy.

Deductible Amount; Basis
Bodily Injury by Accident $500,000 Each occurrence
Bodily Injury by Disease $500,000 Each claim
All Covered Bodily Injury $0 Aggregate

(DEO, Ex. 28.)

The endorsement states below, "You are responsible, up to the deductible amount shown above, for the total of: [¶] a. all benefits required of you by the workers' compensation law . . ., plus [¶] b. all sums you legally must pay as damages; plus [¶] c. all 'allocated loss adjustment expense' as part of any claim, or proceeding, or suit we defend" because of bodily injury. Ullico is "responsible for those amounts of benefits and damages and 'allocated loss adjustment expenses' that exceed the applicable deductible amount shown above." Ullico "will advance part or all of the applicable deductible amount to settle any claim, proceeding or suit," and Windsor "will reimburse us [Ullico] for any amount(s) we have so advanced." (DEO, Ex. 28.) The endorsement also provides, "The amount shown above as 'aggregate,' is the most you must pay for the sum of all benefits, damages and 'allocated loss adjustment expense' because of bodily injury by accident and bodily injury by disease for each policy period." (Ibid.) Ullico claims that Windsor owes unpaid deductibles under the Policies in the total amount of $6,665,376.16. (PUMF 35.)

Rules for Interpretation of Insurance Contracts

"[I]nterpretation of an insurance policy is a question of law." (In re Ins. Installment Fee Cases (2012) 211 Cal.App.4th 1395, 1409.) The rules governing interpretation of insurance policies were set forth by the California Supreme Court in AIU Ins. Co. v. Superior Court (1990) 51 Cal.3d 807, 821–823. Those rules are summarized as follows:

(1) First, an insurance policy is given its "plain meaning": i.e., the terms must be read in their "ordinary and popular sense" in the context of the policy as a whole and the circumstances of the case.
(2) If the terms have no "plain meaning" and thus are ambiguous or uncertain, they must be interpreted in accordance with the insured's objectively reasonable expectations.
(3) If the objectively reasonable expectation fails to resolve the ambiguity or uncertainty, the policy is to be resolved against the insurer as the drafter of the policy.
(4) The final "general rule" of policy interpretation is that exclusions and limitations on coverage, to be enforceable, must be "conspicuous, plain, and clear." Thus, even if the language used has a "plain meaning" (Rule #1) and the insured's "reasonable expectation of coverage can be ascertained (Rule #2), an exclusion or limitation must be sufficiently conspicuous and plain in terms of its placement and appearance that "it will attract the reader's attention.
("General Rules" of Policy Interpretation, California Practice Guide: Insurance Litigation Ch. 4-A.)

"The rules governing policy interpretation require [the Court] to look first to the language of the contract in order to ascertain its plain meaning or the meaning a layperson would ordinarily attach to it." (Waller v. Truck Ins. Exchange, Inc. (1995) 11 Cal.4th 1, 18; Desai v. Farmers Insurance Exchange (1996) 47 Cal.App.4th 1110, 1117-1118.) However, where the policy provision in question has no "plain and clear meaning" and is ambiguous or uncertain in the context in which it appears, the ambiguous provision must be interpreted in the sense the insurance company reasonably believed the insured understood it at the time the policy was issued. (Bank of the West v. Sup. Ct. (1992) 2 Cal.4th 1254, 1264-1265.) "An insurance policy provision is ambiguous when it is capable of two or more constructions, both of which are reasonable." (Bay Cities Paving & Grading, Inc. v. Lawyer's Mut. Ins. Co. (1993) 5 Cal.4th 854, 867 (emphasis in original.))

In determining whether a policy provision has a "plain meaning," it must be read in the context of the entire policy: "The whole of a contract is to be taken together, so as to give effect to every part … each clause helping to interpret the other." (Civ. Code § 1641.) The disputed policy language must be examined in context with regard to its attendant function in the policy as a whole. This requires "a consideration of the policy as a whole, the circumstances of the case in which the claim arises and 'common sense.'" (Nissel v. Certain Underwriters at Lloyd's of London (1998) 62 Cal.App.4th 1103, 1110.)

"In determining whether an ambiguity exists, a court should consider not only the face of the contract but also any extrinsic evidence that supports a reasonable interpretation. [Citation.] ... 'in order to conclude that an ambiguity exists which will be construed against an insurer, it is necessary first to determine whether the coverage under the policy, which would result from such a construction, is consistent with the insured's objectively reasonable expectations. [Citation.] In order to do this, the disputed policy language must be examined in context with regard to its function in the policy. [Citation.] This requires a consideration of the policy as [a] whole, the circumstances of the case in which the claim arises and "common sense." [Citation.]' [Citation.] Even language that may be plain and clear may be found to be ambiguous when read in the context of the policy and the circumstances of the case and, in order to give effect to the insured's objectively reasonable expectations, construed in the insured's favor." (Clarendon America Ins. Co. v. North American Capacity Ins. Co. (2010) 186 Cal.App.4th 556, 567 [quoting American Alternative Ins. Corp. v. Superior Court (2006) 135 Cal.App.4th 1239, 1246].) "An insurance policy provision is ambiguous when it is capable of two or more constructions, both of which are reasonable." (Bay Cities Paving & Grading, Inc. v. Lawyer's Mut. Ins. Co. (1993) 5 Cal.4th 854, 867 [emphasis in original].)

Under statutory rules applicable to written agreements generally, the uncertainty should be resolved against the party who created it. (California Practice Guide, Insurance Litigation, § 4:73; Civil Code § 1654; AIU Ins. Co., 51 Cal.3d at 822.) The law also recognizes that there is a strong need to protect the reasonable expectations of the insurance purchasers. (AIU Ins. Co, supra, 51 Cal.3d at 822.)

Because an endorsement to an insurance policy forms a part of the insurance contract, the policy and the endorsement must be construed together; if they conflict, the endorsement usually controls. (Narver v. California State Life Ins. Co. (1930) 211 Cal. 176, 180.) "The provisions of an endorsement prevail over conflicting provisions in the body of the policy, if the relevant language of the endorsement is conspicuous and free from ambiguity." (Haynes v. Farmers Ins. Exch. (2004) 32 Cal.4th 1198, 1217.) However, when the endorsement is ambiguous, the ambiguity is to be construed against the insurer. (Forecast Homes, Inc. v. Steadfast Ins. Co. (2010) 181 Cal.App.4th 1466, 1476; Beaumont-Gribin-Von Dyl Management Co. v. California Union Ins. Co. (1976) 63 Cal.App.3d 617, 623, disapproved on other grounds by Bay Cities Paving & Grading, Inc. v. Lawyers' Mutual Ins. Co. (1993) 5 Cal.4th 854, 865 ["While technically a deductibility clause may not be an exception to insurance coverage or an exclusion

therefrom, inasmuch as it too functions as a limitation on the liability of the insurer, it must be treated the same as other such limitations"].)

Interpretation of the Ullico Policies

The Court must initially determine whether, as a matter of law, Windsor is obligated to pay for deductibles under the Policies.

The first step is to ascertain the plain meaning of the Policies, specifically, the portion of the Large Deductible Endorsement that provides a $500,000 "Deductible Amount" per claim or occurrence for bodily injuries, and a $0 "Deductible Amount" on an "aggregate" basis. (DEO, Ex. 28.)

Even language that appears to be "plain and clear" when considered in isolation may be ambiguous when read in the context of the policy as a whole and the circumstances of the case; to give effect to the insured's objectively reasonable expectations, unambiguous policy language may be rejected in favor of its "common connotative meaning." (See MacKinnon v. Truck Ins. Exch. (2003) 31 Cal.4th 635, 652; E.M.M.I. Inc. v. Zurich American Ins. Co. (2004) 32 C4th 465, 482.) In addition to considering disputed policy language in the context of the policy as a whole, courts consider "the circumstances of the case in which the claim arises and common sense." (Nissel v. Certain Underwriters at Lloyd's of London (1998) 62 Cal.App.4th 1103, 1110.)

Here, the Large Deductible Endorsement is ambiguous both on the face of the contract and because extrinsic evidence suggests multiple reasonable interpretations. First, there is no explicit language in the Policies designating them as being either "large deductible" or "guaranteed cost" policies. Ullico focuses on the fact that the Large Deductible Endorsement lists $500,000 "Deductible Amount" next to the entries for bodily injury. But the endorsement also lists a $0 "aggregate" deductible and explains below, "The amount shown above as 'aggregate,' is the most you must pay for the sum of all benefits, damages and 'allocated loss adjustment expense' because of bodily injury by accident and bodily injury by disease for each policy period." (DEO Ex. 28.) This may be reasonably interpreted as providing that Windsor must pay a maximum of $0 (i.e., nothing) in total for deductibles under the policy.

Ullico contends that the listed aggregate amount of $0 signifies an unlimited deductible amount, citing to the testimonies of Michael Silcox, a former insurance broker at Western, and Charles

Schuver, the former president and CEO of Guarantee (the Patriot captive). (PUMF 27; Weiss Decl. Ex. 7, p. 142 [160]; Ex. 8, pp. 69-70 [178].) Silcox testified, "I mean the way [the Large Deductible Endorsement] was designed, I think it's pretty clear that . . . this is your deductible and then the aggregate is the most that you'll pay. Being zero, of course, it's unlimited." (Weiss Decl. Ex. 7, p. 142 [160].) Charles Schuver testified that the $0 aggregate meant "[z]ero there is no stopping [Windsor's] liability the aggregate. That would be the stop," and disagreed with the suggestion that Windsor would have zero liability under the terms of the endorsement. (Weiss Decl. Ex. 8, pp. 69-70 [178].) Ullico also points to the Policies' premium calculation page, which contains an entry for "Deductible/Coinsurance" (DEO Ex. 28), and claims that the "LD" in each of the policy numbers stands for "large deductible." This evidence supports the reasonable interpretation that the Policies provide for a $500,000 deductible per claim or occurrence, where "$0" signifies Windsor's unlimited liability for deductibles.

However, neither Silcox nor Schuver are conclusive on this interpretation of the endorsement. Silcox also testified, somewhat inconsistently, that he believed the Large Deductible Endorsement "was issued incorrectly," and that "under the aggregate, it should have shown the premium for the policy which is the most that [Windsor] will pay." (Defendants' Appendix of Evidence in Opposition to Plaintiff's Motion (DAOE), Ex. 1 pp. 35-36 [16].) Silcox later confirmed that he believed the $0 aggregate limit to be inaccurate, and that in its place should have been the total dollar amount of the premiums paid under the policy. (Id. at 141 [46].) Schuver testified that it was possible that any deductibles under the Policy would be the responsibility of the Patriot captive, and that there was intent to shift liability for the Policies' deductibles to the captive. (DAOE, Ex. 4 p. 70 [149].)

As Windsor points out, a number of other insurance professionals have also testified that the Large Deductible Endorsement did not provide that Windsor owes deductibles under the Policies. John Rearer, a former vice president of Patriot, testified that the "$0" meant that Windsor would not be responsible for any deductible payments. (DAOE Ex. 3, pp. 77-78 [117].) Other insurance professionals formerly employed by the parties involved testified that either the aggregate limit or the inclusion of the Large Deductible Endorsement were in error; this includes Silcox, Renee Iaia of Intercare, Daniel Aronowitz of Ullico, Kevin Hamm of Intercare, and Kristen Day of Western. (DAOE Ex. 1, p. 35 [16]; Ex. 2, pp. 101-102 [88]; Ex. 5, p. 89 [212]; Ex. 10, p. 118 [384]; Ex. 11, p. 60 [435].) Extrinsic evidence regarding the context of the Policies and the circumstances of this case – in particular, the evidence regarding Patriot's captive insurance program, through which the Policies were issued – also supports the

interpretation of the Policies as guaranteed cost policies.

Accordingly, the Large Deductible Endorsement is capable of two reasonable constructions: either that Windsor would owe $500,000 in deductibles per claim or occurrence with no limit on total liability, or that Windsor would have a $0 maximum liability for deductibles.

Because the language in the Large Deductible Endorsement is ambiguous, "the ambiguous provision must be interpreted in the sense the insurance company reasonably believed the insured understood them at the time the policy was issued. (Bank of the West v. Sup. Ct. (1992) 2 Cal.4th 1254, 1264-1265.) To determine the "objectively reasonable expectations of the insured, "we are instructed to 'interpret the language in context, with regard to its intended function in the policy.' [Citation.] We may also employ 'common sense.' [Citation.]." (Cooper Companies v. Transcontinental Ins. Co. (1995) 31 Cal.App.4th 1094, 1106.) Extrinsic evidence may be considered to determine the parties' reasonable expectations. (Id. at 1107 fn 9.) If this analysis does not resolve the ambiguity, the ambiguity is then resolved against the Ullico, as the insurer. (Id. at 1106.)

Here, the Court finds that Windsor's objectively reasonable expectations were that the Policies were guaranteed cost policies, under which Windsor would not be responsible for payment of deductibles. Those expectations are supported by Windsor's' undisputed intent to purchase guaranteed cost insurance through its broker, the uncontroverted evidence regarding the structure and operation of Ullico and Patriot's captive insurance program, and the fact that the Policies were purchased through that program.

Windsor requested insurance quotes from Western for guaranteed cost, not deductible, workers compensation policies. (DUMF 1; Frid Decl., Ex. F, p. 32 [159].) Western then reached out to Intercare for quotes for guaranteed cost policies, and Intercare only offered guaranteed cost policy quotes. (Frid Decl. Ex. C, p. 27.) The policies were issued by Ullico to Windsor through Patriot's captive insurance program; all policies issued through Patriot were guaranteed cost policies. (Weiss Decl. Ex. 7, p. 163 [52].) The former president of Ullico testified that the Policies were printed on the form used for guaranteed cost policies. (AOE Ex. 5, p. 86 [210].)

In response to Defendants' assertion that the Policies were guaranteed cost, Plaintiff cites to evidence that the policies were issued through the Patriot captive structure. (Reply to DUMF Nos. 1-9.) However, the evidence proffered by Plaintiff supports the conclusion here: that Ullico

reasonably believed Windsor to understand the Policies as being guaranteed cost policies at the time the policies were issued. (Bank of the West, supra, 2 Cal.4th at 1264-1265.) For instance, Plaintiff cites to an email from John Rearer, former vice president and president of Patriot, who states that the policies involved "a deductible with a buy back but the captive takes the risk on the buyback." (Weiss Oppo. Decl., Ex. 13 [emphasis added].) Kevin Hamm, former president of Intercare, testified that policies issued through this structure "might have said it was a deductible [policy]. But it didn't function that way to my client [the insured]. My client paid the premium. That deductible was reinsured by Guarantee Insurance. That was the reinsurance, and it was completely reinsured to an aggregate. So how it functioned to my client is it functioned as guaranteed cost. . . . What it was to my client . . . it functioned as guaranteed cost, meaning I pay my premium, I pay no more, it's done." (Weiss Oppo. Decl., Ex. 26 pp. 68-69 [518-19].) Charles Schuver, former CEO and President of Guarantee, similarly testified that the captive was to be responsible for payment of the deductible and that the Policy contracts, while not labelled as guaranteed cost policies, were "being designed to operate close to one as far as the insured is concerned." (Frid Decl., Ex. E, pp. 39-40 [127].)

The evidence also shows clearly that Ullico was aware of Patriot's use of the captive program to sell Ullico policies. Aronowitz, the former Ullico president, testified that the structure of the captive program was known and approved by Ullico, and that Patriot's agency captive business was the reason that Ullico began to work with Patriot in the first place. (Frid Decl. Ex. A, pp. 22, 25 [15].) Likewise, according to John Rearer, former vice president and president of Patriot, "Every policy that [Patriot] wrote for [Ullico] was reinsured through somebody's captive," and "Ullico approved of that structure." (Frid Decl., Ex. D p. 36 [106].) Given Ullico's knowledge of and participation in the captive program, Ullico must have reasonably believed Windsor to understand the Policies as being guaranteed cost policies at the time of issuance. As Kevin Hamm testified, policies issued under that structure functioned for the insured "as guaranteed cost, meaning I pay my premium, I pay no more, it's done." (Weiss Oppo. Decl., Ex. 26 pp. 68-69.)

Accordingly, interpreting the Policies in line with the objectively reasonably expectations of the insured, the Court finds that Windsor had no obligation under the Policies to pay deductibles. Plaintiff's claims against Windsor, each premised on Windsor's alleged non-payment of deductibles owed under the Policies, consequently fail as a matter of law.

Plaintiff has alleged causes of action against Western for negligence and equitable indemnity,

premised on Western's alleged failure to obtain Windsor guaranteed cost policies and negligently obtaining large deductible policies. Based on the Court's ruling in favor of Windsor, Plaintiff's claims against Western must also fail.

Therefore, the Court denies Plaintiff's motion for summary judgment. The Court grants Defendants' motion for summary judgment on the first through fourth causes of action.

The Court sets an order to show cause regarding receipt of a proposed judgment in favor of Windsor on July 28, 2022 at 8:30 a.m. The Court also sets an order show cause as to why Western should not be dismissed for the same date and time.

The Motion for Summary Judgment filed by Trinidad Navarro on 03/25/2022 is Denied.

The Motion for Summary Judgment filed by Windsor Chico Care Center, LLC, Windsor Care Center National City, Inc., S&f Management Company, LLC, Windsor Convalescent And Rehabilitation Center Of Concord, LLC on 03/29/2022 is Granted.

Order to Show Cause Re: Receipt of Proposed Summary Judgment in Favor of Windsor Defendants is scheduled for 07/28/2022 at 08:30 AM in Department 30 at Stanley Mosk Courthouse.

Order to Show Cause Re: Why ISR Holdings, Inc. (Western) Should not be Dismissed is scheduled for 07/28/2022 at 08:30 AM in Department 30 at Stanley Mosk Courthouse.

Clerk to give notice.

Certificate of Mailing is attached.

Plaintiff's counsel to give notice to any interested party not named in the Certificate of Mailing.