

STATE OF NORTH CAROLINA  
MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
17 CVS 5594

DUKE ENERGY CAROLINAS, LLC;  
and DUKE ENERGY PROGRESS,  
LLC,

Plaintiffs,

v.

AG INSURANCE SA/NV (f/k/a  
L'Etoile S.A. Belge d'Assurances); ET  
AL.,

Defendants.

**CASE MANAGEMENT ORDER**

**THIS MATTER** is before the Court pursuant to Rule 9 of The General Rules of Practice and Procedure for the North Carolina Business Court. This case has been designated as a complex business case pursuant to Rule 2.1 of the General Rules of Practice for the Superior and District Courts. After reviewing the parties' Case Management Report and Supplemental Case Management Report and considering the arguments of counsel at the Case Management Conference held on July 12, 2017, the Court hereby enters the following Case Management Order governing the scheduling, case management issues, and trial of this case.

I. SCOPE OF ORDER

A. General Scope of Order

This Order establishes certain procedures to be used and sets deadlines for various matters likely to arise through trial. It shall remain in effect until rescinded by the Court or superseded by subsequent orders. The North Carolina Rules of Civil Procedure ("Rules of Civil Procedure"), the General Rules of Practice for the Superior

and District Courts (“General Rules of Practice”), and the General Rules of Practice and Procedure for the North Carolina Business Court (“Business Court Rules” or “BCR”) shall govern all matters not expressly covered by this Order.

B. Application of Order

This Order, as well as any subsequent case management orders entered by the Court, shall bind all parties to this action and all parties added hereafter unless the Court orders to the contrary.

C. Modification of this Order

The Court may amend or supplement this Order as deemed appropriate by the Court upon the motion of any party or by the Court.

II. COMMUNICATION WITH THE COURT AND AMONG THE PARTIES

A. The parties are represented locally by the following:

1. See attached Master Service List at Exhibit B. The Court reminds counsel that inclusion on the parties’ proposed Master Service List is not a substitute for obtaining admission *pro hac vice* to appear before the Court in this matter.

B. The Court will communicate with counsel, and counsel shall have the responsibility of notifying all parties they represent of all communications from the Court.

C. All communications with the Court, including a copy of any paper, pleading, order or proposed order, and all exhibits, attachments, or enclosures thereto filed in this action shall be sent to the Business Court Judge assigned to the case. All parties shall use the Business Court’s electronic filing and service system in

accordance with Rule 3. Any communication filed electronically will be served automatically on all parties equipped to receive electronic mail.

D. The parties are reminded that “[a]ny material filed with the Court that is listed in Rule 5(d) of the Rules of Civil Procedure must also be filed with the Clerk of Superior Court in the county of venue within five business days of the date of the filing with the Court.” BCR 3.11.

E. Where parties are represented by counsel admitted *pro hac vice*, all pleadings, motions, briefs and other documents filed with the Court on behalf of a party shall include the signature of at least one counsel of record licensed as an attorney in North Carolina.

### III. JURISDICTION AND VENUE

A. The parties agree that this Court has subject matter jurisdiction over the disputes raised in this action.

B. All of the defendants for which an appearance has been filed have been properly served with the summons and complaint, and the Court has personal jurisdiction over each of the parties which have appeared.

C. Venue is proper in this action.

D. All pretrial proceedings in this matter shall occur in Mecklenburg County.

E. All trial proceedings in this matter shall occur in Mecklenburg County.

### IV. DISCOVERY, MOTIONS, AND TRIAL

A. DISCOVERY

1. Except as provided herein or as otherwise ordered by the Court, all discovery in this action shall be governed by Business Court Rule 10.

2. The parties shall have until August 31, 2018 to conduct fact discovery and until February 15, 2019 to conduct expert witness discovery.

3. Each side shall be permitted no more than 60 fact depositions each.

4. Each side shall be allowed to serve no more than 50 joint interrogatories on the other side. Each Defendant that issued insurance policies at issue in this action to both Plaintiffs shall be allowed to serve up to an additional 14 interrogatories on Plaintiffs (collectively), and each Defendant that issued policies at issue in this action to only one Plaintiff shall be allowed to serve up to an additional 10 interrogatories on Plaintiffs (collectively). Plaintiffs (collectively) shall be allowed to serve up to an additional 14 interrogatories on each Defendant that issued policies at issue in this action to both Plaintiffs, and shall be allowed to serve up to an additional 10 interrogatories on each Defendant that issued policies at issue in this action to only one Plaintiff.

5. Each side shall be allowed to serve no more than 50 joint requests for admission on the other side. Each Defendant that issued policies at issue in this action to both Plaintiffs shall be allowed to serve up to an additional 14 requests for admission on Plaintiffs (collectively), and each Defendant that issued policies at issue in this action to only one Plaintiff shall be allowed to serve up to an additional 10 requests for admission on Plaintiffs (collectively). Plaintiffs (collectively) shall be allowed to serve up to an additional 14 requests for admission on each Defendant that

issued policies at issue in this action to both Plaintiffs, and shall be allowed to serve up to an additional 10 requests for admission on each Defendant that issued policies at issue in this action to only one Plaintiff. There is no limit on the number of requests for admission that may be served relating to (1) the existence, structure, and actual wording of the insurance policies at issue in this litigation, and (2) the authenticity of documents.

6. Each side shall be permitted to designate at least ten (10) expert witnesses, but the Court reserves to a later date its determination of the specific number of experts each side will be allowed to designate. The Court intends to hear argument on this issue at the first status conference held after January 13, 2018.

7. The parties elect to exchange expert reports as allowed by Rule of Civil Procedure 26(b)(4). The party bearing the burden of proof on an issue shall serve expert disclosures and reports on or before September 14, 2018, and an opposing party shall serve any expert disclosures and reports on or before October 31, 2018. The parties shall have through and including November 30, 2018 to serve expert disclosures and reports responding to any new (non-rebuttal) reports filed on October 31, 2018. If disputes arise about which side bears the burden of proof on an issue, the Court is prepared to resolve such disputes through the process set forth in Business Court Rule 10.9.

9. A designated expert witness is only subject to a single deposition at which all adverse parties may appear. To ensure that all parties wishing to depose a designated expert are given the opportunity to do so, the parties shall coordinate

among themselves to select a mutually agreeable date, place, and time for all expert depositions.

10. The parties shall file with the Court a motion for the entry of any proposed consent protective order governing the disclosure and use of confidential, proprietary, or private information by July 27, 2017. In the event the parties do not agree to all terms of a proposed consent protective order, Plaintiff shall file the proposed order and note in the proposed order any areas of disagreement.

11. The parties do not recommend the appointment of a special master, subject to further discussion with the Court.

12. The parties are reminded of their obligations to preserve and retain all potentially relevant documents, including but not limited to documents stored electronically, and the need to suspend all automatic deletions of electronic documents or overwriting of backup tapes that may contain potentially relevant information.

13. In accordance with Business Court Rule 10.3(c), the parties shall file an ESI protocol no later than August 2, 2017. In the event the parties are not able to reach agreement as to all terms of an ESI protocol, the parties will so advise the Court and reflect the areas of disagreement in the proposed ESI protocol.

14. The parties are encouraged to agree upon and serve privilege logs in advance of document production, as contemplated by Business Court Rule 10.5. Unless the parties agree otherwise, if the parties have not served privilege logs in advance of production, any party objecting to the production of documents on the

grounds of attorney-client or work-product privilege must serve, contemporaneously with its objections, a privilege log in a form that includes, at a minimum, the following information about each disputed document: the Bates numbers, the date, the type, the subject matter, the page numbers, the author, the recipients, including people or entities receiving carbon copies, and the privilege asserted over the document.

15. A blanket objection to a set of interrogatories, requests for admission, or requests for production of documents will not be recognized. Objections must be made to the specific interrogatory or request, or to a part thereof if it is compound. It is not sufficient to state that the interrogatory or request is burdensome, improper, or not relevant. The ground or grounds for the objection must be stated with particularity.

16. It is unnecessary to seek relief from the Court for extensions of time to respond to discovery that are with the consent of the opposing party and within the prescribed Court-ordered periods and deadlines for conducting such discovery.

## B. MOTIONS

1. Except as provided herein or as otherwise ordered by the Court, motions shall be governed by Business Court Rule 7.

2. Any motion that fails to comply with the consultation requirement of Business Court Rule 7.3 may be summarily denied.

3. The parties shall file all motions to dismiss or other preliminary or pre-discovery motions on or before July 31, 2017.

4. Parties may file motions for summary judgment prior to the expiration of the discovery deadline provided in this Order. However, all such motions should

be narrowly tailored to address only issues on which fact discovery has been completed. If there are still motions pending after the discovery period, the Court will set a briefing schedule at that time.

5. The parties shall file all post-discovery dispositive motions and expert-related motions on or before March 15, 2019.

6. Any party that seeks to file a document or part of a document under seal must comply with BCR 5.2.

#### C. MEDIATION

1. Except as provided herein or as otherwise ordered by the Court, mediation shall be governed by Business Court Rule 11.

2. The parties will select a mediator and file an AOC-CV-812 Designation of Mediator in Superior Court Civil Action form by September 13, 2017.

3. Mediation shall be completed by May 2019.

4. The Court may order the parties at a later date to engage in early mediation.

4. Consistent with Business Court Rule 11.3, a Report of Mediator shall be filed with the Clerk of Superior Court in the county of venue and with the Business Court no later than ten days after mediation occurs.

#### D. TRIAL

1. Except as provided herein or as otherwise ordered by the Court, pretrial and trial practice shall be governed by Business Court Rule 12.



2. The Court will set this matter for trial at a later date. The parties should attempt to reach agreement on a trial date between October 2019 and April 2020 and be prepared to advise the Court of the parties' agreement (or their respective positions in the event of disagreement) at the next regularly scheduled status conference.

E. ADDITIONAL PROVISIONS

1. The parties proposed additional provisions to the Case Management Order in the form of an agreed-upon Addendum to the Order. The Court attaches the Addendum as Exhibit A to this Case Management Order, adopts and incorporates the Addendum as an integral part of this Order, and orders that the Addendum shall be fully binding and enforceable to the same extent as any other provision of this Order.

2. The Addendum indicates that the Court will hold periodic status conferences as it deems appropriate. The Court intends to hold status conferences quarterly, each of which shall be separately noticed.

**SO ORDERED**, this the 14th day of July, 2017.

/s/ Louis A. Bledsoe, III  
Louis A. Bledsoe, III  
Special Superior Court Judge  
for Complex Business Cases

# EXHIBIT A

**Addendum to the Case Management Order**

*Duke Energy Carolinas, LLC, et al. v. AG Insurance SA/NV (f/k/a L'Etoile S.A. Belge d'Assurances), et al.  
Case No. 17-CVS-5594*

This Addendum to the Case Management Order is intended to improve the efficiency of this complex multi-party insurance coverage case. The Addendum supplements the Case Management Order entered by the Court in this action. The Addendum does not supersede any provision in the Case Management Order.

**I. LIAISON COMMITTEE**

**A. The Liaison Committee**

There shall be a committee of liaison counsel (the “Liaison Committee”), which shall consist of:

(i) For Plaintiff’s Counsel: Mark J. Plumer and Matthew G. Jeweler, Pillsbury Winthrop Shaw Pittman LLP (collectively, “Plaintiff’s Counsel”)

(ii) For Defense Counsel: Alan S. Rutkin, George D. Kappus, Steven M. Zuckerman, Rivkin Radler LLP; Bruce M. Engel, Freeborn & Peters LLP; Dena Economou, Gerald Ziebell, Karbal Cohen Economou Silk Dunne LLC; Erin N. McGonagle, Christopher M. Quinlan, Jackson & Campbell PC (collectively “Insurer Defendants’ Liaison Counsel”);

Plaintiff shall be entitled to rely upon the representation of any one counsel who is a member of the Insurer Defendants’ Liaison Counsel as to the position of the other members provided that such counsel states that he/she is authorized to speak on behalf of the other members. Any insurer shall be entitled to rely upon the representations of either of Plaintiff’s counsel as to Plaintiff’s position.

## **Duties of Liaison Committee**

### **1. General**

It shall be the duty of the Liaison Committee to coordinate administrative matters, motion practice, discovery, and trial in this litigation. For example, the Liaison Committee will help coordinate scheduling status conferences and prepare status conference agendas, and will help coordinate the scheduling of depositions. The Liaison Committee shall have the administrative duties specified in this and subsequent Court Orders and shall not otherwise act on behalf of the parties to this action.

### **2. Maintenance of Master Service List**

The Liaison Committee shall maintain a Master Service List of all counsel of record in this matter. It shall be the responsibility of each party to notify the Liaison Committee of any changes necessary to maintain an up-to-date Master Service List. The Master Service List shall be periodically updated by the Liaison Committee, as necessary.

## **II. INSURER COMMUNICATIONS AND AVOIDANCE OF UNNECESSARY DUPLICATION**

### **A. General**

The parties shall use their reasonable best efforts to avoid duplicative motions, briefs and discovery to the extent consistent with each party's individual interests. In particular, any party agreeing with the position or arguments set forth in a submission of any other party may either join in the filing, or, if that is not practical, adopt the position or argument in a short separate filing.

### **B. Cooperation Among Insurers**

Cooperation among insurer defendants and cross-defendants, and among their counsel, (collectively, "Insurers") to coordinate motion practice, discovery or trial in this litigation shall

not constitute evidence of bad faith, conspiracy, concerted action or any other wrongful or unlawful conduct; irrespective of whether principals for insurers are participating. The fact of such cooperation and/or communication(s) as a result of such cooperation: (1) shall not be communicated to the trier of fact in this litigation under any circumstances; and (2) shall not be communicated to the trier of fact, or otherwise used, in any other litigation, unless compelled by legal process. Plaintiff shall not initiate or participate voluntarily in any attempts to discover or compel the disclosure of the fact that Insurers so cooperated, irrespective of whether principals of the Insurers participated, or the facts related to such cooperation and/or communications arising from such cooperation in this or any other litigation.

All information and/or documents exchanged among Insurers for purposes of the above-described coordination shall not constitute a waiver of attorney-client, work product, trade secret, joint defense or any other privilege. Nothing herein shall be construed to confer any privilege that does not otherwise exist under the law, or to either enlarge or narrow the common law concerning non-waiver of the attorney-client privilege or work product protection under the joint defense communication doctrine.

### **III. STATUS CONFERENCES**

The Court shall hold status conferences as it deems appropriate. Parties shall submit agenda items to the Liaison Committee at least seven days prior to the scheduled status conference, except as otherwise agreed by the parties. The status conference agenda shall be filed with the Court no later than three (3) court days prior to the scheduled conference. The agenda will identify items the Plaintiffs and/or Insurers believe should be addressed at the conference.

## **IV. DISCOVERY**

### **A. Depositions**

The procedures set forth herein shall apply to all depositions taken in this case.

#### **1. Timing**

A party shall provide notice to all other parties of its intent to take a deposition no less than 15 days before the date requested for the deposition, unless otherwise agreed by the parties. The scheduling of depositions shall be coordinated through Liaison Counsel unless the parties mutually agree to an alternative procedure.

#### **2. Location of Depositions**

Depositions of parties shall take place at a location at which the party noticing the deposition and the party producing the witness agree; should the parties fail to agree, the place of deposition shall be determined in accordance with N.C. R. Civ. P. 30(b)(1). The depositions of a non-party deponent shall take place at a location near the residence or workplace of such witness, unless such witness is amenable to another location designated by the noticing party. Not less than five (5) calendar days before the commencement of each deposition, the Insurers intending to attend the deposition shall be identified to Plaintiffs' counsel.

#### **3. Holidays**

Unless specifically agreed by all parties, no deposition, or related travel to and from a deposition, shall be scheduled to coincide or conflict with following holidays and/or dates: Martin Luther King, Jr.'s Birthday; President's Day; Good Friday; Passover (first two calendar days); Memorial Day; Independence Day (two calendar days if it falls on a Tuesday or Thursday); Rosh Hashanah; Labor Day; Columbus Day; Yom Kippur; Veterans Day; and Thanksgiving (Thursday and Friday), and between December 20 and January 5.

#### **4. Court Reporters**

The Liaison Committee shall attempt to agree upon one court reporting firm to be used for depositions in this action. The reporting firm agreed upon shall have the capacity to produce deposition transcripts in hard copy in both full and condensed versions in electronic format, to provide “rough” transcripts if requested, and to record testimony by instant visual display, e.g., real time. The specific details concerning the format of the transcript and electronic copy shall be included in the contract with the court reporting firm.

#### **5. Transcripts**

A copy of the written transcript of each deposition shall promptly be made available to all parties who have agreed to pay for it and to the deponent by the court reporter. The court reporter shall provide the deponent with an Errata Sheet and an extra copy of each signature page. Corrections to the deposition shall be made on the Errata Sheet by page and line number and returned to the court reporter. The deposition transcript shall be corrected and signed by the deponent under penalty of perjury under the laws of the State of North Carolina or in the presence of a public notary within forty-five (45) calendar days of presentation of the transcript to the deponent. If not signed within forty-five (45) calendar days, or such time as agreed to by the noticing party, the deponent and the Liaison Committee, the deposition may be used at trial or any hearing as if signed by the deponent. The deponent shall not be required to sign the transcript before the officer who took the deposition.

The deponent or counsel for the deponent shall submit the Errata Sheet(s) and the signed copy of the signature page(s) of the transcript to the court reporter. The court reporter shall promptly mail or email copies of the Errata Sheet(s) and the signed signature page(s) of the transcript to all parties who paid for the transcript. The court reporter shall forward a copy of the

deposition transcript, the original signature page(s) and the original Errata Sheet(s) (if any) to the party noticing the deposition. Exhibits shall be attached to the original transcript or separately bound with an index by the court reporter. The court reporter shall prepare and attach to each deposition transcript an index of all exhibits marked at the deposition.

#### **6. Numbering of Deposition Exhibits**

Documents shall be marked for identification at a deposition in sequential order beginning with the witness' last name and an exhibit number (e.g., Smith Exhibit No. 1). The index of exhibits annexed to each deposition transcript shall contain the document production number (if any), as well as the exhibit number for each exhibit marked for identification at that deposition.

#### **7. Procedures for Videotaping**

The Liaison Committee shall work together to create a protocol to ensure that videotaped depositions fairly reflect the witness in a manner that is generally consistent across all depositions (e.g., an appropriate zoom level, the camera facing the witness straight on, etc.).

### **B. Interrogatories, Demands for Production of Documents and Requests for Admissions**

#### **1. Coordination of Similar Discovery**

All parties having similar interests in this litigation shall make best efforts to coordinate the propounding of interrogatories, demands for production of documents and requests for admission in order to minimize duplication.



## **2. Duties of Propounding Party**

For all interrogatories, demands for production of documents, and requests for admission, the propounding party shall provide to the responding party at the time of service an additional electronic mail attachment containing the discovery requests in Microsoft Word format, version 2007 or above compatible for use with Word Document (.docx) files.

## **V. MASTER POLICY STIPULATION**

The parties shall work together in good faith in an attempt to reach a Master Policy Stipulation. The goal of the Master Policy Stipulation is to reach agreement as to what document(s) and/or page(s) constitute the best evidence of each insurance policy at issue. The Master Policy Stipulation will include an agreement by the parties, to the extent practicable, as to the authenticity and admissibility of any agreed upon policies. The Master Policy Stipulation also will identify any disagreements as to the document(s), page(s), or contents of any policy. The parties agree to complete the Master Policy Stipulation no later than 90 days prior to the end of fact discovery.

## **VI. STAY OF CROSS-CLAIMS**

The parties agree that the filing of any cross-claims involving the Defendant Insurers and any applicable statutes of limitations are hereby stayed and tolled until Plaintiffs' claims against the Defendant Insurers are finally adjudicated.

# EXHIBIT B

**DUKE ENERGY CAROLINAS, LLC, ET AL. v. AG INSURANCE SA/NV, ET AL.**

**Civil Action No. 17-CVS-5594**

**MASTER SERVICE LIST**

*(as of June 30, 2017)*

<b>Party</b>	<b>Contact Information</b>
<b>Associated Electric &amp; Gas Insurance Services Ltd.; Associated Electric &amp; Gas Insurance Services Ltd. for Berkshire Hathaway Direct Insurance Company (f/k/a American Centennial Insurance Company), as the Real Party in Interest in American Centennial Insurance Company Policies CC-00-12-63, CC-00-26-11, and CC-00-26-13; and Associated Electric &amp; Gas Insurance Services Ltd., as the Real Party in Interest in Ranger Insurance Company policies BSP 122047, BSP 122048, EUL 300658, EUL 300659, EUL 300578, and EUL 300579</b>	<p>Alan S. Rutkin, Esq. Rivkin Radler LLP 926 RXR Plaza Uniondale, NY 11556-0926 (516) 357-3000 – Phone (516) 357-3333 – Fax <a href="mailto:alan.rutkin@rivkin.com">alan.rutkin@rivkin.com</a></p> <p>George D. Kappus, Esq. Rivkin Radler LLP 926 RXR Plaza Uniondale, NY 11556-0926 (516) 357-3000 – Phone (516) 357-3333 – Fax <a href="mailto:george.kappus@rivkin.com">george.kappus@rivkin.com</a></p> <p>Steven Zuckermann, Esq. Rivkin Radler LLP 926 RXR Plaza Uniondale, NY 11556-0926 (516) 357-3000 – Phone (516) 357-3333 – Fax <a href="mailto:steven.zuckermann@rivkin.com">steven.zuckermann@rivkin.com</a></p> <p>David L. Brown, Esq. Goldberg Segalla 800 Green Valley Road, Suite 302 Greensboro, NC 27408-7030 (336) 419-4900 – Phone (336) 419-4950 – Fax <a href="mailto:dbrown@goldbergsegalla.com">dbrown@goldbergsegalla.com</a></p> <p>David G. Harris II, Esq. Goldberg Segalla 800 Green Valley Road, Suite 302 Greensboro, NC 27408-7030 (336) 419-4900 – Phone</p>

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Party	Contact Information
<p><b>AIG Property Casualty Company (f/k/a Birmingham Fire Insurance Company of Pennsylvania)</b></p> <p><b>American Home Assurance Company</b></p> <p><b>Lexington Insurance Company</b></p>	<p>Erin N. McGonagle, Esq.  Jackson &amp; Campbell PC  One Lafayette Centre  1120 20<sup>th</sup> Street NW  Washington, DC 20036-3437  (202) 457-4287 – Phone  (202) 457-1678 – Fax  <a href="mailto:emcgonagle@jackscamp.com">emcgonagle@jackscamp.com</a></p> <p>Christopher M. Quinlan, Esq.  Jackson &amp; Campbell PC  One Lafayette Centre  1120 20<sup>th</sup> Street NW  Washington, DC 20036-3437  (202) 457-1619 – Phone  (202) 457-1678 – Fax  <a href="mailto:cquinlan@jackscamp.com">cquinlan@jackscamp.com</a></p> <p>L. Andrew Watson, Esq.  Butler Weihmuller Katz Craig LLP  11605 N. Community House Road, Suite 150  Charlotte, NC 28227  (704) 940-9805 – Phone  (704) 543-2324 – Fax  <a href="mailto:awatson@butler.legal">awatson@butler.legal</a></p> <p>T. Nicholas Goanos, Esq.  Butler Weihmuller Katz Craig LLP  11605 N. Community House Road, Suite 150  Charlotte, NC 28227  (704) 940-9811 – Phone  (704) 543-2324 – Fax  <a href="mailto:tgoanos@butler.legal">tgoanos@butler.legal</a></p>

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<p><b>Allianz Companies:</b></p> <p><b>Allianz Global Risks US Insurance Company (f/k/a Allianz Insurance Company)</b></p> <p><b>Allianz Underwriters Insurance Company (f/k/a Allianz Underwriters, Inc.)</b></p> <p><b>Fireman’s Fund Insurance Company</b></p> <p><b>Assurances Generales de France (sued as Allianz France S.A.)</b></p>	<p>Roderick Dunne, Esq.  Karbal Cohen Economou Silk Dunne LLC  150 S. Wacker Drive, Suite 1700  Chicago, IL 60606  (312) 431-3636 – Phone  (312) 431-3670 – Fax  <a href="mailto:rdunne@karballaw.com">rdunne@karballaw.com</a></p> <p>Jocelyn F. Cornbleet  Karbal Cohen Economou Silk Dunne LLC  150 S. Wacker Drive, Suite 1700  Chicago, IL 60606  (312) 431-3642 – Phone  (312) 431-3670 – Fax  <a href="mailto:jcornbleet@karballaw.com">jcornbleet@karballaw.com</a></p> <p>John T. Jeffries, Esq.  McAngus Goudelock &amp; Courie  Post Office Box 30307  Charlotte, North Carolina 28230  (704) 643-6303 – Phone  (704) 643-2376 – Fax  <a href="mailto:jjeffries@mgclaw.com">jjeffries@mgclaw.com</a></p> <p>John Barringer, Esq.  McAngus Goudelock &amp; Courie  Post Office Box 30307  Charlotte, North Carolina 28230  (704) 643-6303 – Phone  (704) 643-2376 – Fax  <a href="mailto:john.barringer@mgclaw.com">john.barringer@mgclaw.com</a></p> <p>Jeffrey Kuykendal, Esq.  McAngus Goudelock &amp; Courie  Post Office Box 30307  Charlotte, North Carolina 28230  (704) 643-6303– Phone  (704) 643-2376 – Fax  <a href="mailto:Jeffrey.kuykendal@mgclaw.com">Jeffrey.kuykendal@mgclaw.com</a></p>

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