

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

| | | |
|-------------------------------------|---|------------------|
| KENSINGTON TOWER, LLC, a |) | |
| Nebraska limited liability company, |) | Case No. CI 20- |
| |) | |
| Plaintiff, |) | |
| v. |) | COMPLAINT |
| |) | |
| AMOGH RAO KARNEY, an individual, |) | |
| and TITLECORE NATIONAL, LLC, a |) | |
| Nebraska limited liability company |) | |
| |) | |
| Defendants. |) | |

Plaintiff Kensington Tower, LLC, by its attorneys, Rembolt Ludtke LLP, states and alleges as follows:

1. Plaintiff Kensington Tower, LLC (“Kensington Tower”) is a Nebraska limited liability company with its principal place of business in Lancaster County, Nebraska. Kensington Tower was formally known as Wassco Tower, LLC.

2. Defendant Amogh Rao Karney (“Karney”) is an individual residing in Douglas County, Nebraska.

3. Defendant TitleCore National, LLC (“TitleCore”) is a Nebraska limited liability company with its principal place of business in Douglas County, Nebraska.

4. This is an action for breach of a purchase agreement, breach of the implied covenant of good faith and fair dealing, and for declaratory judgment.

5. Venue is proper in Douglas County, Nebraska under Neb. Rev. Stat. § 25-401 and § 25-403.01 because the real estate at issue is located in Douglas County, Nebraska and the cause of action arose in Douglas County, Nebraska.

FACTUAL ALLEGATIONS

6. Kensington Tower is the owner of real estate located at 505 S 16th Street, Omaha, Nebraska (the “Real Estate”).

7. On or about October 31, 2020 Kensington Tower and Defendant Karney entered into a written purchase agreement ("Purchase Agreement") in which Karney agreed to purchase the Real Estate for a total purchase price of \$4,875,000. A true and correct copy of the Purchase Agreement is attached hereto as **Attachment A**.

8. Under the terms of the Purchase Agreement, Karney agreed to deposit \$48,750 in earnest money ("Earnest Deposit") with Defendant TitleCore as escrow agent on or before November 3, 2020.

9. On or about November 20, 2020, seventeen (17) days past the deadline stated in the Purchase Agreement, Kearney delivered to Title Core a check in the amount of \$48,750, which TitleCore deposited.

10. The Purchase Agreement gave Karney thirty (30) days from the date of execution of the Purchase Agreement to conduct due diligence on the Real Estate (the "Due Diligence Period").

11. The Purchase Agreement provided that if Karney delivered written notice to Kensington Tower, prior to the expiration of the Due Diligence Period, that the Real Estate was not satisfactory, then the Earnest Deposit would be refunded to Kearney.

12. The last day of the Due Diligence Period was November 30, 2020.

13. Kearney did not deliver written notice that the Real Estate was unsatisfactory prior to the end of the Due Diligence Period, or at any point in time thereafter. The Purchase Agreement provided that the transaction was to close on December 7, 2020.

14. On or about December 4, 2020, Karney contacted Kensington Tower and alleged that he could not close on the transaction because he had not yet obtained an appraisal of the property and that his lender advised that the appraisal would not be done until mid-February 2021.

15. On or about December 7, 2020, Kensington Tower offered to modify the Purchase Agreement and extend the closing date to February in exchange for Karney depositing an additional \$50,000 in earnest money, and the earnest money becoming nonrefundable.

16. On or about December 7, 2020, Karney refused the offer of modification and indicated he did not intend to close on the transaction.

17. Karney refused to tender the Purchase Price and failed to consummate the purchase and sale of the Real Estate on December 7, 2020.

18. The Purchase Agreement provides that "If Buyer refuses or fails to consummate the purchase following the end of the Due Diligence Period, Seller may, at Seller's option, retain the Deposit as liquidated damages for breach of this Agreement. . . ."

19. TitleCore currently holds the Earnest Deposit. Due to the dispute that arose between Kensington Tower and Karney, TitleCore has declined to pay the Earnest Deposit to either party.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

20. Kensington Tower incorporates by reference the allegations in Paragraphs 1 through 19 above.

21. Kensington Tower and Karney entered into the Purchase Agreement.

22. Kensington Tower completed all conditions precedent and subsequent required by the Purchase Agreement.

23. Karney breached the Purchase Agreement by his failure to consummate the purchase of the Real Estate.

24. As a direct and proximate result of Karney's breach of the Purchase Agreement, Kensington Tower has been damaged in an amount to be proven at trial.

25. Alternatively, as a direct and proximate result of Karney's breach of the Purchase Agreement, Kensington Tower is entitled to an award of the Earnest Deposit as liquidated damages for breach of the Purchase Agreement.

WHEREFORE, Kensington Tower prays for relief as more fully set forth below.

SECOND CLAIM FOR RELIEF
(Breach of the Implied Covenant of Good Faith and Fair Dealing)

26. Kensington Tower incorporates by reference the allegations in Paragraphs 1 through 19 above.

27. Karney breached the implied covenant of good faith and fair dealing by, among other things, failing to proceed in good faith to obtain financing for the Property, and upon information and belief, falsely representing his bank could not obtain an appraisal until February 2021.

WHEREFORE, Kensington Tower prays for relief as more fully set forth below.

THIRD CLAIM FOR RELIEF
(Declaratory Judgment)

28. Kensington Tower incorporates by reference the allegations in Paragraphs 1 through 19 above.

29. Pursuant to Neb. Rev. Stat. § 25-21,149 *et. seq.*, Kensington Tower requests the Court to determine and declare the rights, status, and other legal relations of the parties as they pertain to the Purchase Agreement and specifically the Earnest Deposit.

30. Specifically, Kensington Tower seeks a declaration from this Court that Karney breached the Purchase Agreement, and as, a result, Kensington Tower is entitled to the Earnest Deposit.

WHEREFORE, Kensington Tower prays for the following relief:

- A. Judgment in its favor against Defendant Karney of its first and second claims for relief, including judgment in the amount of at least \$48,750 plus interest and costs, or in the alternative, judgment of Kensington Tower's actual damages in an amount to be proven at trial;**
- B. A declaratory judgment instructing TitleCore to pay Kensington Tower the Escrow Deposit;**
- C. Kensington Tower's costs and attorneys' fees allowed by law; and**
- D. Such other and further relief as the Court may deem just and appropriate.**

Dated: January 14, 2021

KENSINGTON TOWER, LLC, Plaintiff

**By: REMBOLT LUDTKE LLP
3 Landmark Centre
1128 Lincoln Mall, Suite 300
Lincoln, NE 68508
(402) 475-5100**

**By: /s/ Sheila A. Bentzen
Sheila A. Bentzen (25020)
sbentzen@remboltlawfirm.com**

PRAECIPE

TO THE CLERK OF SAID COURT:

Please issue summons in the above-captioned case for service by certified mail upon:

**Amogh Rao Karney
3913 S 184TH Street
Omaha, NE 68130**

**TitleCore National, LLC
Registered Agent: Leslie A. Delperdang
8701 West Dodge Road, Suite 300
Omaha, NE 68114**

Please forward said summons to the undersigned counsel for Plaintiff for certified mailing.

**/s/ Sheila A. Bentzen
Sheila A. Bentzen (25020)**

UNIFORM COMMERCIAL PURCHASE AGREEMENT

(This is a legally binding contract. If you do not understand it, seek legal advice)

NP Dodge Management Company d/b/a NAI NP DODGE

Broker October 30, 2020

ATTACHMENT

A

The undersigned Buyer (whether one or more) agrees to purchase the Property described as follows:

1. **Address:** 505 S 16th Street Omaha NE Zip Code 68102

2. **Legal Description (Property):** _____

including all fixtures and equipment permanently attached to the Property.

3. **Personal Property:** The only personal property included is as follows: _____

4. **Conveyance:** Seller agrees to convey title to Property to Buyer or his nominee by special warranty deed or none other free and clear of all liens, encumbrances or special taxes levied or assessed, except no exceptions subject to all building and use restrictions, utility easements abutting the boundary of the Property, easements and covenants now of record.

5. **Assessments:** Seller shall pay any assessments for public improvements previously constructed or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.

6. **Purchase Price:** Buyer shall pay FOUR MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND (\$125000 Seller Credit to the buyer) DOLLARS (\$ 4,875,000) on the following terms: \$ 48,750 (Deposit) deposited herewith within three (3) days acceptance of this Purchase Agreement as evidenced by the receipt attached below. If Buyer refuses or fails to consummate the purchase following the end of the Due Diligence period, as set forth below in Section 8, Seller may, at Seller's option, retain the Deposit as liquidated damages for breach of this Agreement, in addition to any other relief to which Seller is entitled. The Deposit will be applied to the purchase price at closing, with the balance paid in immediately available funds at closing. **Purchase price is \$4,875,000 with a \$125,000 credit to the buyer with \$4,750,000 net to seller.**

7. **Deposit:** **Escrow Agent:** Deposit to be paid directly to the Escrow Agent specified in Paragraph 13 of this Agreement.

Broker: Deposit to be paid directly to Broker. Broker is authorized to transfer the Deposit or any other funds it receives to the Escrow Agent. After the transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the Deposit.

8. **Applicable Conditions:** This Agreement is conditioned upon the happening of each of the following events: If all of the events have not occurred within the time stated, this Agreement shall be terminated, and the Deposit returned to Buyer, with no additional releases or authorizations required, and neither Buyer nor Seller shall have any further obligations under this Agreement.

a) Buyer, at Buyer's expense, may obtain an ALTA Survey of the Property within twenty (20) days of the delivery of the title insurance commitment, which survey shall be acceptable to Buyer, in Buyer's sole and absolute discretion.

b) From the date of acceptance and execution of this Agreement by all parties, Buyer shall have thirty (30) days (Due Diligence Period) to perform or to have performed inspections of the Property, all improvements thereon and all related systems including structural, HVAC, roofing, electrical and mechanical. During the Due Diligence Period, Buyer shall determine to Buyer's sole satisfaction that the Property is suitable for Buyer's purposes, is properly zoned, adequate ingress and egress are available for Buyer's purposes and that an appropriate Certificate of Occupancy/Building Permit will be issued as may be needed. Seller shall provide access to the Property upon 24-hour notice from Buyer and Buyer's agents, contractors, inspectors and representatives.

c) Within ten (10) days from the date of acceptance and execution of this Agreement by all parties, Seller shall deliver to Buyer and all surveys, site plans, topographic maps, building plans, construction plans, roof and equipment warranties, service or maintenance contracts and any equipment and personal property rental or lease agreements in Seller's possession. Further, during Due Diligence, Buyer shall also examine the materials provided by Seller under Section 10.

- d) Property should be appraised at or above purchase price.

Upon or prior to the conclusion of the Due Diligence Period, if Buyer delivers to Seller written notice that the Property is not satisfactory, in Buyer's sole and absolute discretion, this Agreement shall terminate, the Deposit shall be returned to Buyer with no additional releases or authorizations required, and neither party shall have any further obligation to the other party under this Agreement. If Buyer does not timely deliver written notice that the Property is not satisfactory, then the Property's condition shall be deemed acceptable and the conditions set forth in this section shall be deemed satisfied.

9. Taxes:

All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes and shall be prorated as of the closing date, and Seller shall pay all prior years' taxes, interest and other charges, if any.

10. Rents, Deposit and Leases, If Rented: Seller shall deliver all lease contracts within 10 days of the execution of this agreement as well as a corresponding rent roll reflecting tenant's name, the area or unit occupied, the commencement and termination dates of the lease agreement, the security deposit held, any balance owing by the tenant or occupant and the complete books and financial records of the operation of the Property for the preceding three fiscal years. All collected and scheduled rents shall be prorated to date of closing. Copies of all current leases, all tenant deposits, and all keys to property shall be assigned and delivered to Buyer at the time of closing.

11. Sanitary and Improvement District (S.I.D.): Buyer understands that this property is located within S.I.D.# N/A__ and acknowledges a receipt of the most recently filed S.I.D. Statement.

12. Conveyance of Title: Seller shall furnish a current title insurance commitment to Buyer within ten (10) business days of the parties' acceptance and execution of this Agreement. Buyer shall have twenty (20) days from the date of receipt of the Commitment within which (i) to review the Commitment, and (ii) if Buyer objects to any matters appearing therein affecting title of the Subject Property, to notify Seller in writing of such objections (describing such objection in reasonable detail) (the "Objection Notice"). If title defects are found, Seller shall have ten (10) days from receipt of such Objection Notice within which to exercise good faith efforts to remove or correct the objected matter (or to secure title insurance endorsements at Seller's cost against the objected items). However, if Seller is unable after good faith efforts or unwilling (in Seller's sole discretion) to so remove or correct such matters or otherwise obtain commitment appropriate title insurance endorsements within such time period, Buyer may rescind this agreement and the Deposit shall be paid to Buyer, with no releases or authorizations required or Buyer may waive non-fulfillment of the applicable condition and contingency. Approximate closing date to be December 7th 2020, and possession shall be delivered at closing. The costs of an Owner's title insurance policy shall be equally divided between Buyer and Seller.

13. Escrow Closing: Buyer and Seller agree that the closing of the sale may be handled by Title Core National (herein after "escrow agent"). Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.

14. State Documentary Tax: The State documentary Tax on the deed shall be paid by Seller.

15. Insurance: Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer may rescind this Agreement by providing written notice to Seller, and the Deposit shall be paid to Buyer, with no releases or authorizations required. Buyer agrees to provide his own hazard insurance after closing.

16. Wood Infestation: Buyer may have the Property inspected for termites pursuant to Buyer's inspection rights under Section 8.b.

17. Smoke Detector: Seller agrees to install, at Seller's expense, smoke detectors as required by law.

18. Condition of Property: The Property is sold "as is" without any representation or warranty, other than warranty of title per the special warranty deed. Within 10 days of the full execution of this Agreement, Seller will provide a list of major repairs made by the Seller to the Property within the last two years that are in excess of \$10,000 per repair. Buyer is relying solely on its own inspections, examinations and investigations in making the decision to purchase the Property

19. Environmental: Seller makes no representations or warranties as to the environmental condition of the Property. The Property may, or may not, contain lead paint and/or asbestos based on its age. Buyer is relying solely on its own inspections, examinations and investigations in making the decision to purchase the Property. Seller will maintain the Property, including the heating, air conditioning, water heater, sewer, plumbing, electrical systems, and

any built-in appliances in their current condition until the Closing; provided, however, the Seller has contracted to replace the cooling tower and repair the elevators, and Seller is authorized to perform this work.

20. Buyer's Personal Inspection: THIS OFFER IS BASED UPON BUYER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR ANY AGENT INVOLVED IN THIS TRANSACTION. BUYER HAS BEEN ADVISED TO OBTAIN INSPECTIONS/ INVESTIGATIONS OF IMPROVEMENT SQUARE FOOTAGE, LOCATION OF PROPERTY LINES, LOT SIZE, ENCROACHMENTS AND CONDITION OF PROPERTY.

21. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before October 31st, 2020 at 5 o'clock PM. CST

22. Agency: The Brokers involved in this transaction are:

- Nancy Lazer NPDodge is agent for Seller
- Ram Kallepalli NPDodge is agent for Buyer.
- _____ is acting as limited dual agent representing both Buyer and Seller.

23. Broker Compensation:

- Buyer and Seller acknowledge that _____ is being paid a fee of _____% of the purchase price, by Seller, through escrow at closing.
- Buyer and Seller will each compensate their respective Brokers.

24. Modification In Writing: Any modifications of the terms of this Agreement must be in writing and signed by the parties.

25. Electronic Transaction Authorization: Buyer and Seller agree that all records relating to the sale of the Property; including all offers, counteroffers and acceptances (1) may be transmitted by electronic means including fax and e-mail compliant with state and federal electronic transaction and signature requirements; (2) shall be treated in all respects as originals and shall satisfy all legal requirements, if any, that the records be in writing; (3) electronic signatures attached or affixed thereon shall be treated as original signatures and shall satisfy all legal requirements, if any, that the record be signed and (4) shall be re-executed by both parties on an original form if requested by either party.

26. Assignment of the Purchase Agreement: The Buyer shall have the privilege of assigning this Agreement to any person, partnership, and corporation, L.L.C. or L.L.P. prior to closing. Buyer shall deliver to Seller an executed copy of any such assignment in which event the Seller shall close the transaction with the Assignee of the Buyer.

27. Notices: All notices under this Agreement shall be in writing and shall be deemed received when delivered to a party, a party's agent or the agent's designated broker. Delivery shall include hand-delivery, facsimile delivery, evidenced by confirmation that the fax was successfully transmitted, and email delivery, supported by evidence that the email was sent.

28. Counterparts: This Agreement may be executed in counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and accepted by electronic mail or portable data file (PDF) signature and any such signature shall be of the same force and effect as an original signature.

29. 1031 Exchange: Each of Seller and Buyer shall have the right, by notice to the other party, to assign the legal interests in this Agreement to a qualified tax-deferred exchange intermediary for the purpose of effecting a tax-deferred, like-kind exchange or to otherwise effect an exchange of real property in accordance to the provisions of the I.R.C. § 1031. Each Party shall reasonably cooperate with the other in this regard; provided, however, that a party shall not be required to incur any additional costs, liabilities or delays in connection with this assignment.

WITNESS: _____ BUYER: Amogh Rao Karney _____ SS#/Fed. ID# _____

WITNESS: _____ BUYER: _____ SS#/Fed. ID# _____

ADDRESS: _____ City: _____ State _____ Zip _____ Phone _____

RECEIPT

(NAMES FOR DEED) RECEIVED FROM: _____ the sum of _____
(\$ _____) DOLLARS (by check)

to apply to the purchase price of the Property on terms and conditions as stated. This receipt is not an acceptance of the above offer to purchase.

REALTORS (Company Name) _____

AGENT'S NAME (Printed) _____

OFFICE ADDRESS _____

AGENT'S SIGNATURE _____

ACCEPTANCE

_____ Date _____

_____ Date _____

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement except for the following modifications:

WITNESS: _____ SELLER ^{DocuSigned by:} Arnold Wassenberg SS#/Fed. ID# _____
A343F6F7988F413...

WITNESS: _____ SELLER: _____ SS#/Fed. ID# _____

ADDRESS: _____ City: _____ State _____ Zip _____ Phone _____

BUYER RECEIPT AND ACCEPTANCE

Buyer acknowledges a fully executed copy of this agreement and accepts Counter Proposal as set out above, if any.

DATE: Oct 31, 2020
4812-1797-8064, v. 1

BUYER: ^{DocuSigned by:} [Signature] _____
B52560D150514F8...

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

KENSINGTON TOWER, LLC, a Nebraska
limited liability company,

Plaintiff,

v.

AMOGH RAO KARNEY, an individual, and
TITLECORE NATIONAL, LLC, a Nebraska
limited liability company,

Defendant.

CASE NO. CI 21-451

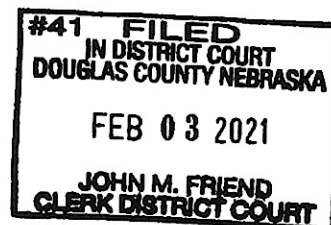
ORDER

THIS MATTER comes before the Court on Kensington Tower, LLC's and TitleCore National, LLC's Stipulation for Payment of Funds and Dismissal with Prejudice. The Court, having reviewed the Stipulation and file, and being otherwise fully advised in the premises, finds as follows:

1. TitleCore National, LLC, is in possession of \$48,750.00 as part of deposits tendered to TitleCore National, LLC, in connection with a Purchase Agreement that is the subject matter of this action.
2. TitleCore National is hereby directed to pay the Clerk of the District Court the sum of \$48,750.00 currently in TitleCore National's possession and, upon the Clerk of the District Court's receipt of the \$48,750.00 from TitleCore, Kensington Tower and TitleCore National request that TitleCore National be dismissed from this action with prejudice.
3. The Court finds that TitleCore National, LLC, shall pay to the Clerk of the District Court the sum of \$48,750.00 currently in its possession arising from a transaction between Kensington Tower, LLC, and Amogh Rao Karney. Upon receipt of \$48,750.00 by the Clerk of the District Court from TitleCore National, Titlecore National shall submit an Affidavit to the Court with the receipt or other acknowledgement from the District Court Clerk evidencing the payment, and the District Court shall dismiss TitleCore National, LLC, from this action with prejudice. The Clerk of the District Court shall hold the funds and shall only disperse the funds as provided by further Order of the Court. All parties shall pay their own attorney's fees and costs arising from this action.



002134134D01



IT IS SO ORDERED.

Dated this 2nd day of February, 2021.

BY THE COURT:



DISTRICT COURT JUDGE

Prepared and Submitted By:

Michael J. Matukewicz, #20438
LIAKOS & MATUKEWICZ LLC
8701 West Dodge Road, Suite 408
Omaha, Nebraska 68114-3429
(402) 393-1400
mmatukewicz@liakoslaw.com
Attorneys for Defendant TitleCore National, LLC

Approved as to Form and Content:

/s/ Sheila A. Bentzen
Sheila A. Bentzen, #25020
REMBOLT LUDTKE, LLC
3 Landmark Centre
1128 Lincoln Mall, Suite 300
Lincoln, NE 68508
(402) 475-5100
sbentzen@remboltlawfirm.com
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I, the undersigned, certify that on February 3, 2021 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Amogh R Karney
3913 S 184th Street
Omaha, NE 68130

Sheila A Bentzen
sbentzen@remboltlawfirm.com



Date: February 3, 2021

BY THE COURT:

John M. Friend
CLERK

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

KENSINGTON TOWER, LLC, a Nebraska
limited liability company,

Plaintiff,

v.

AMOGH RAO KARNEY, an individual, and
TITLECORE NATIONAL, LLC, a Nebraska
limited liability company,

Defendant.

CASE NO. CI 21-451

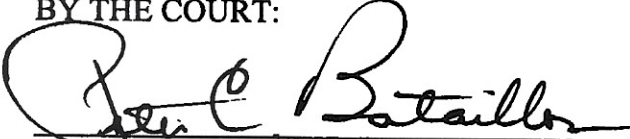
**ORDER DISMISSING TITLECORE
NATIONAL, LLC WITH PREJUDICE**

THIS MATTER comes before the Court following TitleCore National, LLC's payment of funds identified in this Court's February 2nd, 2021 Order to the Clerk of the Court. The Court finds that TitleCore National, LLC, has paid to the Clerk of the District Court the sum of \$48,750.00 as required by the Order. TitleCore National, LLC is hereby dismissed from this action with prejudice. The parties have each paid their own attorney's fees and costs arising from this action.

IT IS SO ORDERED.

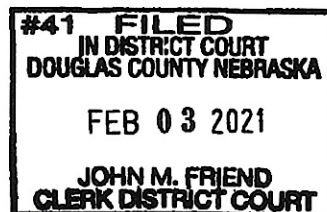
Dated this 2nd day of February, 2021.

BY THE COURT:


DISTRICT COURT JUDGE

Prepared and Submitted By:

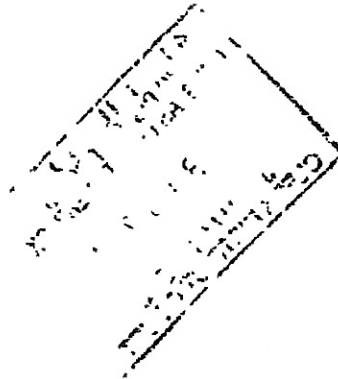
Michael J. Matukewicz, #20438
LIAKOS & MATUKEWICZ LLC
8701 West Dodge Road, Suite 408
Omaha, Nebraska 68114-3429
(402) 393-1400
mmatukewicz@liakoslaw.com
Attorneys for Defendant TitleCore National, LLC



Approved as to Form and Content:

/s/ Sheila A. Bentzen

Sheila A. Bentzen, #25020
REMBOLT LUDTKE, LLC
3 Landmark Centre
1128 Lincoln Mall, Suite 300
Lincoln, NE 68508
(402) 475-5100
sbentzen@remboltlawfirm.com
Attorneys for Plaintiff



CERTIFICATE OF SERVICE

I, the undersigned, certify that on February 3, 2021 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Amogh R Karney
3913 S 184th Street
Omaha, NE 68130

Sheila A Bentzen
sbentzen@remboltlawfirm.com

Date: February 3, 2021

BY THE COURT:

John M. Friend
CLERK

