IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JAMES CARAGEIN and JANE CARAGEIN, his wife,	CIVIL DIVISION
Plaintiffs,	Docket No.: GD 15-009255
vs.	
ERIE INSURANCE EXCHANGE,	FINDINGS OF FACT and CONCLUSIONS OF LAW
Defendant.	

Plaintiff's Counsel

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MCVAY JR, J

CASE HISTORY

The Plaintiffs are James Caragein and Jane Caragein, husband and wife. They filed a UIM and Bad Faith action against their automobile insurance carrier, Erie Insurance Exchange ("Erie"), on May 22, 2015. The Bad Faith case was severed and stayed pending the conclusion of the UIM claim by Order of Court dated April 24, 2017. The UIM case was settled and discontinued by a consent order dated October 19, 2018. After a four-day bench trial on the Bad Faith claim, concluding January 28, 2020, the parties were ordered to file findings of fact and conclusions of law. Ultimately, the parties agreed on April 17, 2020 to file their findings of fact and conclusion of law on or before May 11,2020, despite any potential extensions of the judicial emergency due to the COVID-19 Pandemic. After a review of the of the findings of fact and conclusions of law filed by both parties on May 11, 2020, the Court now finds as follows.

FINDINGS OF FACT

On April 3, 2013, James Caragein was involved in a rear end accident in Orlando, Florida while on his way to an amusement park with his family. Mr. Caragein experienced immediate pain in both of his legs and needed to lean against the car for support. Both cars were drivable, the parties exchanged insurance information and the police were not called. Mr. Caragein and his family proceeded to Universal Studios, where upon arrival, he sat down on a bench for the remainder of day while the rest of family enjoyed the park. Mr. Caragein believed that he had called Erie that day to report the accident. At the time of the accident, the parties agree that Mr. Caragein was insured by Erie Insurance Exchange Policy No. Q01-2305856, with UM/UIM coverage of $500,000.00 per person and $1,000,000.00 per accident. Mr. Caragein's claim was assigned to an adjustor on April 10, 2013 and when the Erie adjustor contacted the driver who struck the Carageins' vehicle, the driver admitted liability. On April 12, 2013, Mr. Caragein contacted Erie and advised that Liberty Mutual admitted liability and paid for his property damage. (See Erie Exhibits 551,614,627,635,641.)

Mr. Caragein had prior back surgery in 2001 due to a work-related injury and retired from work after this 2001 surgery. He had a good recovery from the 2001 surgery and was able

to work around the house and play golf with minimal pain. In 2009, Mr. Caragein experienced a flair up in his back pain and sought an opinion from Dr. Whiting, who indicated that he might need another surgery. Mr. Caragein never followed up with Dr. Whiting for surgery, as his back pain resolved, and he returned to his normal activities until the April 3,2013 accident. Since Mr. Caragein was planning on returning to Pittsburgh the following week after the accident , he did not seek medical treatment in Florida for his back pain. Upon returning to Pittsburgh, Mr. Caragein sought treatment with Dr. Kang, an orthopedic spine surgeon who operated on his back on June 19,2013. (Trial Transcript ("TT") 67-74).

Erie advised Mr. Caragein on August 14, 2013 that his first party med pay benefits had been exhausted. On November 7, 2013, Liberty Mutual advised Erie that it was tendering its insured's policy limit of $100,000.00 and Erie noted in its file that Mr. Caragein had a potential UIM claim and assigned Brittany Feher as the UIM adjustor. (*See* Erie Exhibits 546, 552, 562, 614, 627).

On November 18, 2013, Ms. Feher contacted Plaintiff's counsel, Peter D. Friday Esq., and advised him that she would be handling Mr. Caragein's potential first party UIM claim. Ms. Feher also contacted Liberty Mutual on November 18, 2020 to obtain repair estimates and photos of the vehicle damage. The following day, Attorney Friday contacted Ms. Feher by email advising her that the Carageins would be pursuing an UIM claim and requested Erie's consent to settle and waive subrogation. Ms. Feher confirmed that Erie consented to settlement and waived subrogation by correspondence dated November 25,2013. (Erie Exhibits 543, 539).

On February 12, 2014, Erie received a demand package from the Carageins in the amount of $275.000.00 to settle the UIM claim. Ms. Feher countered the Caragein's demand with what this Court finds to be an unsupported offer of $25,000.00. (TT 137, Erie Exhibit 528, 529). Additionally, Ms. Feher set Erie's Top Settlement Figure ("TSF"), with the approval of her supervisor Tom Umstott, at $50,000.00. Ms. Feher admitted on cross examination that Erie has no separate written procedural manual for the handling of first-party UIM cases. She further admitted that Erie adjusters, at their own discretion use some parts of Erie's Liability Policy and Procedure Manual for third party claims as a tool for handling UIM claims. Ms. Feher also

admitted on cross that even though Erie's Liability Policy and Procedure Manual provides that in preparing for negotiations the adjuster should establish a negotiation settlement range, she could not explain why this procedure is not used for their own insured. She admitted that the term "TSF" is not found or defined in Erie's Liability and Procedure Manual. In addition, and significantly, she had no explanation as to why her first offer to settle was $25,000.00. (TT 129-141).

The Carageins rejected the $25,000.00 offer and presented a counteroffer of $175,000.00 on May 1, 2014 and advised Erie that there was a healthcare lien. Ms. Feher responded and requested additional information on the lien and updated medical records from Dr. Kang. After receiving Dr. Kang's updated records and confirmation of the $13,894.52 lien, Erie increased its "TSF" to $64,000.00 and presented a counteroffer to settle for $50,000.00 to the Carageins. Ms. Feher then advised that it would be beneficial to have Mr. Caragein obtain a written narrative from Dr. Kang addressing his future prognosis. Erie never advised Attorney Friday or his staff that Erie would be willing to pay for the report at that time. The Carageins did have an August 2013 report from Dr. Kang which they did not share with Erie until they filed their pretrial statement in 2017. Caragein's legal counsel explained why they did not provide a copy to Erie sooner than their pretrial statement as it was prepared for in anticipation of litigation and was not required to be disclosed prior to that time. Since Dr. Kang's report was not used by either party for the UIM litigation, it is not relevant to the independent good faith duty of Erie and was not given great weight by this Court in its determination.

On October 8, 2014, the Carageins rejected the offer of $50,000.00 and countered with an offer of $165,000.00 and threatened to file a bad faith lawsuit. In response, Erie retained counsel, Amy Kirkham, to obtain a statement from Mr. Caragein and to defend the possible bad faith claim. (TT 265- 268 Erie Exhibits 483, 482).

Erie's counsel requested additional medical records from Mr. Caragein and in November 2014, authorizations were provided. In January 2015, the Carageins reduced their demand to $135,000.00 and Erie responded that it could not increase its offer at that time but requested additional medical records and dates for Mr. Caragein's sworn statement. On May 22, 2015, the

Carageins filed their UIM and Bad Faith lawsuits commencing the litigation phase of this claim. In November of 2015, Erie retained Dr. Levy to conduct a review of the medical records. Based on the review of Mr. Caragein's MRI, Dr. Levy's record review report and the Carageins' discovery responses, Erie increased its "TSF" to $100,000.00 on March 23, 2016. Erie then increased its offer to $75,000.00 but only communicated it to Attorney Friday on May 10, 2016, while knowing that the parties were now only $35,000.00 apart. During this time the parties were involved in litigated discovery disputes. In June 2016, the Carageins rejected the $75,000.00 offer and significantly increased their demand to policy limits of $500,000.00, apparently out of frustration. (T.T. pg. 156,271,290; Exhibit 2, Erie 719, 722, 751, 765, 769, 1009).

Erie's claim log indicated minimal activity from June 17, 2016 to November 2, 2017, except for automatic 90-day reviews and litigation related entries as acknowledged by Ms. Feher. She further acknowledged that Erie's duty of good faith continues during litigation and that she would review documents that were obtained through litigation discovery. She did however admit the claims log lacked any entries confirming the review of records during this time period. Ms. Feher also admitted on cross that the question of liability and causation should have been in her log abstract, but she could not point it out. She further explained that while the issue of causation was not in her log abstract, it was always in the back of their minds in reviewing this claim. (TT 183-192).

Mr. Caragein unfortunately had another back surgery on May 30, 2017, performed by Dr. Okonkwo. Erie apparently first became aware of the second post-accident surgery through discovery documents in November of 2017. Erie then scheduled an IME for Mr. Caragein on December 11, 2017 in anticipation of trial in early 2018. Dr. Levy concluded after the IME that the Plaintiff sustained a soft tissue injury as a result of the April 2013 accident and his post-accident surgeries were not related to the accident. (Exhibit 8).

The parties agreed to private mediation in November 2017, which took place on December 27, 2017. Mr. Umstott testified that the Carageins refused to negotiate the UIM claim and increased their bad faith demand from $750,000 to 1.2 million. No progress was made during the mediation. In January 2018, Erie received a copy of Dr. John Talbott's expert report

and the Carageins reduced their demand to settle to $475,000. After Erie reviewed both Dr. Talbott and Dr. Levy's reports along with updated medical records related to Mr. Caragein's second surgery, they again raised their "TSF "to $150,000.00 and increased their offer to $90,000.00 on February 21, 2018. The trial was continued from the March 2018 list to September 2018 by consent of both parties. (TT 306-307, Exhibit 6, Erie 662,664,665).

No further activity occurred until the pre-trial conciliation in August 2018, when the Carageins reduced their demand to $450,000.00 and Erie increased its offer to $100,000.00. By the conclusion of the conciliation the demand was reduced to $350,000.00 and Erie's increased offer was $125,000.00. The parties settled the UIM claim prior to trial in September 2018 for $150,000.00. (Erie 649).

The Carageins' expert Donald Dinsmore reviewed the depositions, listened to the testimony of Erie's claims representatives and reviewed Erie's claim file and its claims manual for his opinions. He concluded that he did not see any evidence that a proper investigation and evaluation was ever completed on this claim. Mr. Dinsmore opined that a proper investigation must be prompt, thorough, objective and must establish enough information documented in the claims file that someone coming in later to review the file would then have a clear understanding of Erie's evaluation of the claim. (TT 494-495).

Mr. Dinsmore testified that Erie did not properly investigate the Caragein's claim from the outset. Mr. Dinsmore noted that Erie failed to obtain a recorded statement from either driver or any of the other witnesses shortly after the accident. Mr. Dinsmore opined that obtaining statements from the parties and potential witnesses is the first and most used and relied upon tool in any insurance claim and Erie failed to utilize it in this claim investigation. (TT 469). Mr. Dinsmore testified that the lack of a timely investigation is evident from the fact that Erie only attempted to memorialize the facts of the accident five years after the fact. (TT 495). Erie's own expert Robert McMonigle also conceded that, while taking witness statement is a claims tool available to Erie in investigating the claim, no statements were ever taken by any of the claim's adjustors. Mr. McMonigle also admitted on cross that Mr. Caragein's deposition was taken

almost two and half years after the accident and in his opinion, causation was not an issue for Erie at the initiation of this claim. (TT 709-719).

Mr. Dinsmore also opined that Erie's lack of any written policy or standard for prompt investigations of first party UM/ UIM claims was a clear violation of an insurance industry standard and would be considered an unfair claims practice. He found that Erie's claim log lacked any evidence at all that they had properly evaluated this claim. Mr. Dinsmore opined that an evaluation is dependent on an investigation and because the Caragein claim was Minor Impact Soft Tissue injury ("MIST") , most insurance companies approach these types of claims skeptically which is proper. He stated however, that when an insurance company is faced with a MIST claim along with an Eggshell victim, the need for a prompt and thorough investigation only increases. Mr. Dinsmore concluded that this was further evidence that Erie failed to properly investigate and evaluate this claim. (TT 499-501).

Mr. Dinsmore opined that Erie's failure to promptly investigate this claim and its failure to adopt and implement standards for prompt investigations for first-party UM/UIM claims within their policy is a specific violation of insurance industry practices as promulgated by the National Association of Insurance Commissioners and is an unfair claims practice. (TT 492-494). This is clear and convincing evidence that Erie does not follow industry standards for their own insureds benefit.

In fact, Mr. Dinsmore opined that Erie's claims file lacked a proper evaluation that would meet insurance industry standards and that during his review of the claims file he kept looking for the proper evaluation format and never found one. Mr. Dinsmore also testified that there was no record in the log that would indicate that Erie ever conducted a round table or committee review, which is a claim review and evaluation of upper management. Mr. Dinsmore also noted that a dissection is not an evaluation, but rather note taking and a breakdown of medical bills and records.(TT 480-482, 490-491).

This Court also finds significant that Erie does not have a written claims manual or standard written policy governing the investigation and evaluations of first party UIM/UM claims when they have a written manual for third party claims. By Erie's own admission, they

use parts of their third-party manual as a tool for UIM claims but can't explain why or what sections are utilized for both types of claims. (TT 338-339). Mr. Umstott admitted that Erie does not have any written standards for the prompt investigation and settlement of its policy holders UIM/UM claims. Erie's adjustors use their individual claims experience when investigating and evaluating a UIM claim and may ignore Erie's only claims manual or written standards. (TT 353-355). Erie's expert, Mr. McMonagle agreed that having a claims manual is part of a good claims process and having one is evidence of solid claims methodology. (TT 642). None of Erie's witnesses explained why there was no claims manual or written standard for UIM claims contrary to their own expert's recommendation of a best practice.

CONCLUSIONS OF LAW

Our Supreme Court has long recognized that "the utmost fair dealing should characterize the transactions between an insurance company and the insured." Dercoli v. Pennsylvania Nat. Mut. Ins. Co., 520 Pa. 471, 477, 554 A.2d 906, 909 (1989) (quoting Fedas v. Insurance Company of the State of Pennsylvania, 300 Pa. 555, 559, 151 A. 285, 286 (1930)). Moreover, the insurance company has a duty to deal with its insured "on a fair and frank basis, and at all times, to act in good faith." *Id.;* Hollock v. Erie Ins. Exchange, 842 A.2d 409, 416 (Pa.Super.2004) [(*en banc*)] (holding that an insurer has a duty to act with the utmost good faith towards its insured); Grossi v. Travelers Pers. Ins. Co., 2013 PA Super 284, 79 A.3d 1141, 1148 (2013).

The Pennsylvania state legislature created a statutory remedy for bad faith conduct by an insurance carrier at 42 Pa.C.S. § 8371, which provides, in full, as follows:

> **§ 8371. Actions on insurance policies**
> In an action arising under an insurance policy, if the Court finds that the insurer has acted in bad faith toward the insured, the Court may take all of the following actions:
> (1) Award interest on the amount of the claim from the date the claim was made by the insured in an amount equal to the prime rate of interest plus 3%.
> (2) Award punitive damages against the insurer.
> (3) Assess Court costs and attorney fees against the insurer.
> 42 Pa.C.S. § 8371.

Our Supreme Court has held for an insured to prevail in a Bad Faith Claim under 42 Pa, C.S.A. § 8371, the plaintiff "must demonstrate, by clear and convincing evidence, (1) that the

insurer did not have a reasonable basis for denying benefits under the policy and (2) that the insurer knew or recklessly disregarded its lack of a reasonable basis in denying the claim." Rancosky v. Washington Nat'l Ins. Co., 170 A.3d 364, 377 (2017). The Rancosky Court also held that "proof of the insurer's subjective motive of self-interest or ill-will, while perhaps probative of the second prong of the above test, is not a necessary prerequisite to succeeding in a bad faith claim. Rather, proof of the insurer's knowledge or reckless disregard for its lack of reasonable basis in denying the claim is sufficient for demonstrating bad faith under the second prong." Id.

As Justice Wecht stated in his concurring opinion in Rancosky, the reckless disregard for its lack of reasonable basis could result from "shoddy claims-handling, lack of diligence, non-responsiveness, haphazard investigation, unreasonable denials, and the like, all may come within the statutory definition of bad faith which the insurance company knowingly or recklessly leads to objectively unreasonable denial of benefits, if proven by clear and convincing evidence, and embodies the principle that a patent absence of good faith is tantamount to the presence of bad faith." Rancosky, 642 Pa. 153, 179.

Bad faith claims are fact specific and depend on the conduct of the insurer *vis á vis* the insured. Condio v. Erie Ins. Exch., 899 A.2d 1136, 1142–1143 (Pa. Super.2006) Additionally, "[a] Trial Court may consider the insurer's claims manual when considering bad faith." Zappile v. Amex Assur. Co., 928 A.2d 251, 258 (Pa.Super.2007), appeal denied, 596 Pa. 709, 940 A.2d 366 (2007).Grossi v. Travelers Pers. Ins. Co., 2013 PA Super 284, 79 A.3d 1141, 1149 (2013)

In Bonenberger v. Nationwide Mut. Ins. Co. 791 A2d 378, the Superior Court held that an insurance company's claims manual was relevant evidence in determining whether the insurance carrier acted in bad faith in the handling of an UIM claim. In that case, Nationwide had one claims manual to provide guidance to its employees on handling all claims i.e. third party and UIM/UM claims. The trial court found that the manual did not encourage reasonable case by case evaluation of their insureds UIM claims. The trial court characterized this philosophy as "encourag[ing] unethical and unprofessional practices." in its Finding of Fact 56. In conclusion, the trial court ruled that Nationwide had not attempted in good faith to effectuate a prompt, fair

and equitable settlement of the Bohnenberger's claim despite its clear liability under the policy". Id. at 380.

The insurance carriers lack of a prompt and adequate investigation can also be a basis for the Court finding bad faith. In Grossi v Travelers 79 A3d 1141, 1154, the Superior Court held that "Travelers' investigation proceeded in bad faith, not merely because of the delay, but because there were, *inter alia,* inexcusable periods of inactivity, unreasonable assumptions, and inadequate communication."

The Court finds that Erie failed to promptly and reasonably investigate the Caragein's UIM claim and a first party claims manual would have helped the adjustor. After the almost immediate determination of liability in the underlying third-party claim, Erie admitted that they failed to obtain statements from the tortfeasor, Mr. Caragein, or any other possible witness. Erie also did not initially contest causation of Mr. Caragein's injuries and his first surgery. As emphasized by Mr. Dinsmore, Erie's failure to promptly and thoroughly investigate Mr. Caragein's claim was exacerbated by the fact that this was a MIST case with an eggshell claimant. Erie's credibility and defense of its investigation and evaluation was impeached when Mr. Umstott , Erie's supervising adjustor with 40 years' experience denied on cross examination that he had never heard of a MIST case. (TT 342).

Erie's failure to promptly and thoroughly investigate this claim contributed to the delay and resolution of the claim. Erie's first attempt to obtain statements from the third-party tortfeasor and other witnesses five years after the accident because they now contested causation of their insured's injuries clearly delayed the resolution of this claim. The Court notes that a more contemporaneous investigation with the accident might have put Mr. Caragein on notice much earlier that Erie was questioning causation, which may have precipitated litigation sooner and a quicker resolution. Erie's failure to investigate led to their communicating the false impression that causation was not an issue. Ms. Feher admitted that the issue of causation or liability was never part of her log abstract but was somehow in the back of their minds .The lack of a timely and thorough investigation and evaluation denied the Carageins of the benefit of the bargain they were entitled to under their insurance contract by diminishing the policy benefits

that they paid for. This Court finds Erie's failure to conduct a thorough and timely investigation demonstrates a reckless disregard for its lack of reasonable basis to deny the claim under the Rancosky standard. The Court finds this to be clear and convincing evidence of Erie's breach of its duty of good faith owed to the Carageins. (TT 499-501,508).

The Court also finds that Erie's lack of an evaluation of Mr. Caragein's UIM claim in their claim file is clear and convincing evidence of Erie's bad faith. Ms. Feher testified that after she completed her dissection of the Caragein's initial demand of $275,000.00 she determined that the "TSF" of this claim was $50,000.00 and Erie's first offer to settle was $25,000.00. Both experts in this case agreed that a dissection, which this Court finds to be Erie's term describing a summary and/or organization of medical records and bills, is not an evaluation. Mr. Dinsmore testified that he found no evaluation that would meet insurance industry standards anywhere in the file including one which would support Erie's initial offer of $25,000.00. In fact, Ms. Feher admitted that she could not explain why she initially offered $25,000.00 which supports this Court's conclusion that this was an unsupported offer. The reason she could not explain her initial offer of $25,0000.00 is because a dissection is not a substitute for an investigation or evaluation. Without an investigation you cannot have an evaluation and a without an evaluation you cannot have a supported offer, which the Court finds as reckless disregard of a reasonable basis for its initial offer "TSF "under Rancosky. The Court finds, based on Mr. Dinsmore's testimony that Erie's initial offer of $25,000.00 to settle was an unsupported offer by national insurance standards because there was no evaluation in the claims file to support their offer. Erie's expert, Mr. McMonigle, testified on cross that he could not point to a specific evaluation of the claim in the file, but rather opined that the entire claim log is an evaluation, which this Court did not find as credible. The absence of an evaluation that would meet insurance industry standards is further evidence of Erie's reckless disregard for a reasonable basis and is clear and convincing evidence of bad faith in the handling of their insured's first party UIM claim.

The Court also finds that Erie's lack of any written standard, procedure or policy for the prompt investigation, settlement and handling of UIM/ UM claims is clear and convincing evidence of Erie's reckless disregard for the lack of a reasonable basis in adjusting the

Caragein's UIM claim. Both Mr. Umstott and Ms. Feher testified that Erie has a claims manual for third party claims (The Liability Policy and Procedure Manual) but nothing for handling first party UIM/UM claims. Erie has a claims manual to tell its claims adjustors how to protect Erie's interests as it is allowed to do in third party claims, but no claims manual to guide them when they have a good faith duty to their insured. Mr. Umstott did admit on cross that for UIM claims they use parts of the liability manual, but it would not be specifically directed to them. (TT 338-339). This Court interprets, "not be specifically directed to them" as acknowledging there is nothing in Erie's only claims manual denoting or requiring UIM claims adjustors to use certain sections and not others of their only written claims procedure. Furthermore. Umstott's admitted that not only did Erie lack any written policy for handling UIM claims, but the UIM claims procedure is left up to the experience of the individual UIM claims adjustor on how the claim is to be handled. This evidence leads this Court to find that Erie has no standardized procedure ,written or unwritten for their own insured and their policy/ procedure is based on each individual adjustor's personal experience handling UIM claims. Based on the "personal experience policy" each adjustor assigned to the claim will determine how an Erie UIM claim will be investigated, evaluated and settled. This court finds Erie's acknowledged inconsistent and unequal UIM claims procedure for its insureds who have paid extra premiums for this coverage as clear and convincing evidence of its reckless disregard for a reasonable basis of the Caragein's claim. Further evidence of Erie's bad faith handling of their insureds claim is Erie's use of the term "TSF", which is not defined by Erie. This court finds "TSF" to be an off the books method to value and negotiate UIM/UM claims that avoids the use of a negotiating range as prescribed by its own third-party claims manual and employed in some instances as a substitute for a reserve.

This Court is troubled by the lack of accountability with regard to Erie's first party UIM claim procedure especially considering that it is a first party benefit that their insured paid extra premiums for this coverage. This court finds the lack of any written procedure, standard or policy for its insured's UIM claims including the use of "TSF" a patent absence of good faith and tantamount to the presence of bad faith as explained by Justice Wecht's concurrence in Rancosky . The lack of a written first party UIM claims policy is clear and convincing

evidence of Erie's unfair claims practice and its reckless disregard for denying the Carageins benefits.

In conclusion, the Court finds that Erie's lack of any written policy or standard for the prompt, thorough investigation and evaluation and settlement of UIM claims is directly responsible for its untimely, minimal investigation and lack of an evaluation of Mr. Caragein's UIM claim. Based on the totality of the circumstances, this Court finds clear and convincing evidence, relying on the Supreme Court's holding in Rancosky, that Erie's handling of the Caragein's UIM claim rises to the level of bad faith, clearly and convincingly, and Erie's conduct was not merely negligent mishandling of the Caragein's claim . Without a standardized written procedure or manual for its insured, Erie's adjustors are provided no standard procedure and are left without guidance on each individual UIM claim and ***sub judice*** resulted in a shoddy investigation and no true evaluation in this case. Erie's failure to provide its adjustors a standardized UIM/UM claims procedure to ensure efficient, prompt and through evaluation of claims is a patent absence of good faith and the clear and convincing evidence of bad faith. Some might infer that Erie's lack of a standardized UIM claims procedure, is an intentional omission to avoid any accountability of their UIM claims procedure. This Court does not go that far but does find it to be a reckless disregard for their duty to deal with its insured "on a fair and frank basis, and at all times, to act in good faith". Hollack, 842 A.2d at 416. Accordingly, this court will enter a verdict for the Carageins in the amount of $50,000.00 representing $45,000.00 in attorney's fees payable to the Carageins towards their legal bill and $5,000.00 nominal punitive damages.

BY THE COURT

Judge John T. McVay Jr.

DATE- August 6 2020