IN THE SUPREME COURT OF THE STATE OF MISSISSIPPI

CASE NO. 2006-CA-01852

POTOMAC INSURANCE COMPANY
OF ILLINOIS — DEFENDANT/APPELLANT

VS.

MARY GALE ADAMS, INDIVIDUALLY AND ON
BEHALF OF HER MINOR CHILDREN
MARY CATHERINE ADAMS
AND ANDREW EDWARDS ADAMS — PLAINTIFF/APPELLEE

**APPEAL FROM THE CIRCUIT COURT OF
WASHINGTON COUNTY, MISSISSIPPI**

BRIEF OF APPELLANT, POTOMAC INSURANCE COMPANY OF ILLINOIS

ORAL ARGUMENT REQUESTED

GERALD L. KUCIA - BAR [redacted]
BRENDA B. BETHANY - B[redacted]
DANIEL COKER HORTON & BELL, P.A.
4400 OLD CANTON ROAD, SUITE 400
POST OFFICE BOX 1084
JACKSON, MISSISSIPPI 39215-1084
TELEPHONE: (601) 969-7607
FACSIMILE: (601) 969-1116
ATTORNEYS FOR APPELLANT
POTOMAC INSURANCE COMPANY
OF ILLINOIS

IN THE SUPREME COURT OF THE STATE OF MISSISSIPPI

CASE NO. 2006-CA-01852

POTOMAC INSURANCE COMPANY
OF ILLINOIS — DEFENDANT/APPELLANT

VS.

MARY GALE ADAMS, INDIVIDUALLY AND ON
BEHALF OF HER MINOR CHILDREN
MARY CATHERINE ADAMS
AND ANDREW EDWARDS ADAMS — PLAINTIFF/APPELLEE

CERTIFICATE OF INTERESTED PERSONS

The undersigned counsel of record certifies that the following list of persons or parties have an interest in the outcome of this case. These representations are made in order that the judges of the Supreme Court may evaluate possible disqualification or recusal.

1. Gerald L. Kucia, and Brenda B. Bethany, Daniel, Coker, Horton & Bell, P.A., P.O. Box 1084, Jackson, MS 39215-1084, Attorneys for Appellant/Defendant Potomac Insurance Company of Illinois;

2. Potomac Insurance Company of Illinois, Defendant/Appellant;

3. Mary Gale Adams, Plaintiff/Appellee;

4. Mary Catherine Adams, Minor Child of Mary Gale Adams;

5. Andrew Edwards Adams, Minor Child of Mary Gale Adams;

6. Owen B. St. Amant, Esq., Smith, Jones & Fawer, L.L.P., 201 St. Charles Avenue, Suite 3702, New Orleans, LA 70170, Attorney for Appellees/Plaintiffs Mary Gale Adams, Individually and on Behalf of Her Minor Children, Mary Catherine Adams and Andrew Edwards Adams;

7. Edward Gothard, Esq., Nowalsky, Bronston & Gothard, L.L.P., 3500 North Causeway Boulevard, Suite 1442,Metairie, LA 70002, Attorney for Appellees/Plaintiffs Mary Gale Adams, Individually and on Behalf of Her Minor Children, Mary Catherine Adams and Andrew Edwards Adams;

8. Hiawatha Northington, II, Esq., Smith & Fawer, LLC, 774 Avery Blvd. North, Suite C, Ridgeland, MS 39157, Attorney for Appellees/Plaintiffs Mary Gale Adams, Individually and on Behalf of Her Minor Children, Mary Catherine Adams and Andrew Edwards Adams; and

9. Honorable Ashley Hines, Circuit Court Judge, P.O. Box 1315, Greenville, MS 38702-1315.

THIS the 31 day of January, 2008.

Brenda B. Bethany

BRENDA B. BETHANY

STATEMENT REGARDING ORAL ARGUMENT

Pursuant to Rule 34(b) of the Mississippi Rules of Appellate Procedure, Appellant Potomac Insurance Company of Illinois respectfully requests oral argument. This Court should hear oral argument because of the possible ramifications and the resolution of the issues in this case may have on uninsured/underinsured insurance contract provisions.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

FEDERAL CASES

STATE CASES

STATE STATUTES

STATEMENT OF THE ISSUES

I. THE TEXAS BUSINESS AUTO POLICY IS UNAMBIGUOUS

II. THE TEXAS BUSINESS AUTO POLICY DOES NOT PROVIDE UNDERINSURED MOTORIST COVERAGE TO MS. ADAMS FOR THE ACCIDENT IN QUESTION WHICH OCCURRED WHILE SHE WAS OCCUPYING A RENTAL AUTOMOBILE

III. TEXAS DOES NOT REQUIRE WRITTEN REJECTION OF UNINSURED/UNDERINSURED INSURANCE FOR NON-OWNED AUTOS

STATEMENT OF THE CASE

A. PROCEEDINGS AND DISPOSITION IN THE COURT BELOW.

On April 28, 2000, Mary Gale Adams ("Ms. Adams") filed her Complaint[1], Individually, and on behalf of her minor children, Mary Catherine Adams and Andrew Edwards Adams, against Potomac Insurance Company of Illinois ("Potomac"), Jason Adam Yarbrough, American Staff Resources Corporation, Careington International and/or The Dental Network also known as American Dental Benefits Group, Inc. ("Careington") (C.P. Vol. 1:8). Potomac is the only defendant remaining in the case; all others have been dismissed.[2] In her Complaint against Potomac, Ms. Adams sought underinsured motorist ("UIM") benefits through her employer's (Careington) policy with Potomac. (C.P. Vol. 1:8).

Ms. Adams and Potomac filed cross-motions for summary judgment. (C.P. Vol. 3:324). On October 24, 2004, the lower court granted Ms. Adams' motion for summary judgment and denied Potomac's motion (C. P. Vol. 5:744). The grant of the summary judgment for Ms. Adams is at issue on this appeal.

B. STATEMENT OF RELEVANT FACTS

On May 1, 1997, there was a motor vehicle accident involving Ms. Adams and Jason Yarbrough. The accident occurred on Highway 1 South near Greenville, Mississippi. (C. P. Vol. 1:10). At the time of the accident, Ms. Adams was a resident of Covington, St. Tammany Parish, Louisiana. (C. P. Vol. 1:10). Also, Ms. Adams was an employee of Careington at the time of

---

[1] An Amended Complaint was filed on December 6, 2000.

[2] Ms. Adams recovered the policy limits under Yarbrough's automobile liability insurance. Ms Adams also received Workers' Compensation benefits.

the accident. (C. P. Vol. 1:10). The car being driven by Ms. Adams at the time of the accident was a rental car. (C. P. Vol. 1:17). The car was rented by Ms. Adams for use on a trip related to her employment as a dental care provider representative. (C. P. Vol. 1:17). She rented the car from National Car Rental, Inc. (hereafter "National"). Potomac was not a party to the rental agreement. Ms. Adams declined to have the rental car insured when she rented the subject car from National. (R. E. Tab 8; Vol. 5:686).

SUMMARY OF ARGUMENT

This Court reviews the grant of the summary judgment *de novo*. Texas law applies to the substantive coverage issues. The Texas Business Auto Policy is unambiguous. The Policy does not provide underinsured motorist coverage to Ms. Adams because Ms. Adams is not an insured under the policy and was not occupying a covered auto. Texas does not require written rejection of uninsured/underinsured motorist coverage for non-owned autos.

ARGUMENT

Standard of Review[3]

This Court reviews the grant of a motion for summary judgment *de novo*. *Callicutt v. Profl. Servs. of Potts Camp, Inc.*, 2007 Miss. LEXIS 708 (Dec. 13, 2007). In *Smith v. Gilmore Memorial Hospital, Inc.*, 952 So. 2d 177, 180 (Miss. 2007), this Court set forth the standard of review for summary judgment as follows:

> "We employ the *de novo* standard in reviewing a trial court's grant of summary judgment." *Brown v. J.J. Ferguson Sand & Gravel Co.*, 858 So. 2d 129, 130 (Miss. 2003)(citing *O'Neal Steel, Inc. v.*

---

[3] Since the standard of review is a procedural issue, Mississippi law applies. As discussed *infra*, under choice of law principles, Texas law applies to the substantive coverage issues.

> *Millette*, 797 So. 2d 869, 872 (Miss. 2001)). The moving party shall be granted judgment "if the pleadings, depositions, answers to interrogatories and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Miss.R.Civ.P. 56(c).

Choice of Law

Because of the domicile of the parties and where the subject accident occurred, it is necessary to address the choice of law issue prior to delving into the substantive coverage issues.

In 1968, this Court clarified its choice of law rules to embrace the "center of gravity concept". *Boardman v. United Services Automobile Association*, 470 So. 2d 1024 (Miss. 1985). The center of gravity doctrine is described in *Craig v. Columbus Compress & Warehouse Co.*, 210 So. 2d 645, 649 (Miss. 1968):

> This doctrine is a rule whereby the court trying the action applies the law of the place which has the most significant relationship to the event and parties, or which, because of the relationship or contact with the event and parties, has the greatest concern with the specific issues with respect to the liabilities and rights of the parties to the litigation. 15A C. J. S. Conflict of Laws §8(2)(1967).

In *Boardman*, borrowing principles from the Restatement (Second) of Conflicts of Laws §188, the Court listed several factors relevant to a choice of law determination: (a) the place of contracting; (b) the place of negotiation of the contract; (c) the place of performance; (d) the location of the subject matter of the contract; and (e) the domicile, residence, nationality, place of incorporation and place of business of the parties. Section 188 does not specifically address the type of contract in this litigation which is a contract of insurance other than life insurance. However, Restatement (Second) of Conflicts of Laws §193 provides:

> Contracts of Fire Surety or Casualty Insurance

> The validity of a contract of fire, surety or casualty insurance and the rights created thereby are determined by the local law of the state which the parties understand was to be the principal location of the insured risk during the term of the policy, unless with respect to the particular issue, some other state has a more significant relationship under the principles stated in §6 to the transaction and the parties, in which event the local law of the other state will be applied.

This Court has adopted the principle set forth in §193 in connection with §188. *Boardman*, 470 So. 2d at 1032. "The central thrust of Restatement §193 is that the law applicable in actions on insurance contracts (other than those providing life insurance) should be the law of the state the parties understood was to be the principal location of the risk." *Id.* at 1033. An examination of the subject insurance policy indicates that each and every covered auto was garaged in Texas. *See* Item Three-Schedule of Covered Autos You Own Included in the Policy. (R. E. Tab 6; C. P. Vol. 5:628-30). Accordingly, not only was the principal location of the risk in Texas, but Texas was the only location of the risk.

Using the criteria of §188, Texas law should control the coverage issues in this litigation. An analysis of the criteria shows that: (a) the place of contracting was in Texas; (b) the place of negotiation of the contract was in Texas; (c) the place of performance was substantially in Texas and (d) the location of the subject matter of the contract was in Texas. Further, the policy is entitled "Texas Automobile Policy" and the uninsured/underinsured motorist form issued with the policy is the Texas standard endorsement form TE 04 09D. The only relevant Mississippi factor is the accident occurred in Mississippi. This factor does not override the application of Texas law where the place of contracting, negotiation, performance, conduct of business between parties and all payments of premiums took place in Texas. *Vick v. Cochran*, 316 So. 2d 242 (Miss. 1975).

In *Vick*, Cochran alleged that he had been injured while riding in a Vick Lumber Company truck which overturned in Tishomingo County. All of the parties and nine of ten witnesses lived in Alabama. Their status, express or implied, was determined under agreements made in Alabama. The Court held the center of gravity was unquestionability in Alabama "since the place of the accident was "purely adventitious." 316 So. 2d at 246.

Applying these standards, Texas law governs the substantive coverage issues in this case.

I. THE TEXAS BUSINESS AUTO POLICY IS UNAMBIGUOUS

In Texas, the general rules of contract construction govern insurance policy interpretation. *State Farm Life Ins. Co. v. Beaston*, 907 S.W. 2d 430, 433 (Tex. 1995). As a matter of law, a contract is unambiguous if it can be given a definite meaning. *Id.* at 589. An ambiguity does not arise simply because the parties advance conflicting interpretations of the contract. *Id.*

Texas courts hold that a provision in an insurance contract is ambiguous only when it is susceptible to more than one fair and reasonable interpretation. *Glover v. National Ins. Underwriters,* 545 S.W. 2d 755, 761 (Tex. 1977). "Courts should not strain to find an ambiguity, if, in doing so, they defeat the probably intentions of the parties, even though the insured may suffer an apparent harsh result as a consequence." *Vest v. Gulf Ins. Co.*, 809 S.W. 2d 531, 533 (Tex App. Dallas 1991).

In *Burling v. Employers Mutual Cas. Co.*, 2005 Tex. App. LEXIS 373 (Tex. App. Jan. 19, 2005), Burling, an employee of Turnkey Construction, was run over after exiting a corporate vehicle on Turnkey's construction site. He made a claim under Turnkey's UM/UIM policy. Burling argued "the UM/UIM policy is ambiguous as to who it covers because Turnkey is the only named insured and a corporation cannot be injured in an automobile accident." 2005 Tex. App.

LEXIS 373 at *2. The court rejected Burling's argument holding that the failure to name a designated person "does not nullify the endorsements or create ambiguity." *Id.* at *4. The court granted the insurance company's motion for summary judgment.

II. THE TEXAS BUSINESS AUTO POLICY DOES NOT PROVIDE UNDERINSURED MOTORIST COVERAGE TO MS. ADAMS FOR THE ACCIDENT IN QUESTION WHICH OCCURRED WHILE SHE WAS OCCUPYING A RENTAL AUTOMOBILE

The applicable liability policy in effect at the time of the subject accident is policy BA 0254013-00. The Texas uninsured/underinsured motorist ("UM/UIM") coverage under the policy is provided by the Texas Standard Endorsement form TE 04 09D. Endorsements modify, to the extent of the endorsement, the terms and conditions of the original insurance contract. *See, e.g., Royal Indem., Co. v. Cawrse Lumber Co.*, 245 F. Supp. 707 (D. Or. 1965); *Ins. Co. of N.A. v. Coates*, 318 So. 2d 474 (Fla. App. 1975). The endorsement provided in pertinent part as follows:

> A. COVERAGE
>
> We will pay damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** sustained by an **insured**. . . .
>
> . . .
>
> C. WHO IS AN INSURED
>
> 1. You and any **designated person** and any **family member** of either.
>
> 2. Any other person **occupying** a **covered auto**.
>
> 3. Any person or organization for damages that person or organization is entitled to recover because of bodily injury sustained by a person described in 1. or 2. above.
>
> . . .

F. ADDITIONAL DEFINITIONS

The following are added to the DEFINITIONS Section and have special meaning for UNINSURED/UNDERINSURED MOTORIST INSURANCE;

> 1. **"Family member"** means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or a foster child.
>
> 2. **Designated person"** means an individual named in the schedule. By such designation, that person has the same coverage as you . . . . .
>
> 4. **"Covered Auto"** means an **auto:**
> a. owned or leased by you or
> b. while temporarily used as substitute for an owned **covered auto** that has been withdrawn from normal use because of its breakdown, repair, servicing, **loss** or destruction.

R. E. Tab (6) (some emphasis added).

The endorsement contains a "Schedule" which states as follows:

SCHEDULE

Coverage	**Limits of Insurance**		**Premium**	
Bodily Injury	$	each person		
	$	each accident	$	
Property Damage	$	each accident	$	
Combined Liability	$ 1,000,000	each accident	$	INCL

Designated Person: _____

_____

Description of Covered Autos
(Check appropriate box)
[X] Any **auto** owned by you
[ ] Any private passenger **auto** owned by you
[ ] Any **auto** to which are attached dealer's license plates issued to you
[ ] Any **auto** designated in the declarations of the policy [by the letter "UM/UIM"] and an auto ownership of which is acquired during the policy by you as a replacement therefor.
[ ]_____

As shown, the endorsement provides an insured is "[y]ou and any designated person and any family member of either". According to the policy, under Business Auto Coverage Form TE 0001 it is stated in the second paragraph:

> Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations.

(R. E. Tab 6; C. P. Vol.5: 672).

It is undisputed that the "Named Insured" is American Dental Benefits Group and affiliated companies as shown on the Named Insured endorsement. (R. E. Tab 6; C. P. Vol. 5:625-27). Ms. Adams, nor any other individuals, are listed as named insureds. (R. E. Tab 6; C. P. Vol. 5:625). *See Old Amr. Country Mut. Fire Ins. Co. v. Sanchez*, 149 S.W. 3d, 111, 116 452, 459 (Tex. 2002)(noting that term "named insured" is a term of art referring to insured listed on declarations page). The policy contained an endorsement adding affiliated companies of American Dental Benefits Group. No individuals are listed as insureds.

Additionally, Ms. Adams is not a designated person. As shown on page 8, *supra*, the Schedule contained in the UI/UIM endorsement contains a space for "Designated Person" that was left blank.

The Texas Supreme Court has decided that under this UM/UIM endorsement, an individual in Ms. Adams' situation does not have coverage. *Grain Dealers Mutual Ins. Co. v. McKee*, 943 S.W.2d 455 (Tex. 1997). The named insured in *Grain Dealers* was a corporation, of which McKee was president. His daughter was injured while riding in a car that not covered under the policy. McKee sought coverage for his daughter under the UM/UIM endorsement. The Texas Supreme Court held there was no UM/UIM coverage for the daughter:

> In order for the policy to cover Kelly [the daughter], she must fall within one of the categories of "who is an insured." The Business Auto Coverage Form of the . . . policy provides: "Throughout this policy the words 'you' and 'your' refer to the Named Insured in the Declarations Page." The declarations page of the . . . policy provides that Future Investments is the "named insured." Future Investments is also the "named insured" in the UM/UIM and PIP endorsements. The UM/UIM endorsement defines "designated person" as "an individual named in the schedule. By such designation, that person has the same coverage as you." Future Investments did not name a "designated person" in the space provided in the UM/UIM endorsement and did not list additional autos to be covered under either endorsement. The names of Gerald McKee and Kelly McKee do not appear anywhere in the policy or endorsements. As a result, Kelly does not qualify as "you" or "designated person" under the endorsements.

943 S.W.2d at 457.

Grain Dealers also held the daughter did not qualify as a "family member" under the endorsements. The Court held a corporation cannot have a "family" as that term is defined in the policy. *Id. See also Webster v. U.S. Fire Ins. Co.*, 882 S.W.2d 569, 573 (Tex. App. 1994) ("family-oriented language does not extend coverage to the corporation's employees").

Therefore, Ms. Adams would be an "insured" under the UM/UIM endorsement only if she was occupying a "covered auto." On Page 1 of the UI/UIM endorsement, there is an area to mark for the description of covered autos. See Schedule on page 8, *supra*. The only box checked is the one marked "any auto owned by you." The auto Ms. Adams was occupying at the time of the accident was owned by National Car Rental and not by any of the named insureds. On Page 3, the UM/UIM endorsement includes definitions which have special meaning for UM/UIM insurance. Definition number 4 of the endorsement states:

> 4. 'Covered auto' means any auto:
>
> a. owned or leased by you or;

> b. while temporarily used as a substitute for an owned covered auto that has been withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

The auto Ms. Adams was occupying at the time of loss does not qualify under either Part A or B of the definition of "covered auto." As explained above, Ms.Adams does not meet the policy definition of "you".The auto was not rented from National Rental Car because of breakdown, repair, servicing, loss or destruction of an owned auto. It is undisputed that Ms. Adams rented the car for business purposes after flying from New Orleans, Louisiana to Jackson, Mississippi, to visit with potential and/or existing clients of Careington. The auto was not owned or leased by any of the named insureds.

A Texas court of appeal addressed this issue in *Truck Insurance Exchange v. Chalfant*, 192 S.W. 3d 813 (Tex. Ct. App. (2006). The Texas court stated the issue in the case as:

> [W]e must determine whether the Business Auto Policy ("the policy") that Truck Insurance Exchange (TIE) issued to Constructive Coordinator Inc. a corporation of which Steven Chalfant is president, provides uninsured/underinsured motorist ("UM/UIM") coverage for Chalfant's accident, which occurred while he occupied his personal auto.

Id at 814-15.

The UM/UIM endorsement contained the exact same definition of "who is an insured" as the instant case. As in the instant case, the named insured did not name a "designated person" in the space provided in the UM/UIM endorsement. The court held that because Chalfant did not qualify as a "designated person," "family member," or "you," he did not fall within the classification for an insured under the endorsement.

As to the second classification, "any other person occupying a covered auto," the *Chalfant* court held that Mr. Chalfant's personal auto was not being used as a temporary substitute and was not owned or leased by Construction Coordinator, Inc. "Where only a corporation is named as an insured and no name is provided as a designated person in the UM/UIM endorsement, the policy has a certain and definite legal meaning which did not include coverage for occupants of a vehicle which was not owned or leased by the corporation." 192 S.W.2d at 817.

III. TEXAS DOES NOT REQUIRE WRITTEN REJECTION OF UNINSURED/UNDERINSURED MOTORIST COVERAGE FOR NON-OWNED AUTOS

There is no policy requirement or statute in Texas that requires the named insured to reject UM/UIM coverage in writing for a vehicle rented by its employee.

In *Truck Ins. Exchange*, Chalfant argued because the liability coverage provision of the policy provides liability coverage not only for those autos owned by Construction Coordinator, Inc., but also for hired autos and non-owned autos, the policy must also necessarily provide UM/UIM coverage for anyone occupying a non-owned auto, unless the insured previously rejected UM/UIM coverage in writing for each such non-owned auto. This argument finds no support in the policy, nor in the statutes or case law, and quite simply is not a reasonable interpretation of the policy as a whole, nor the UM/UIM endorsement in particular. In ruling a written rejection for non-owned autos was not required, the Texas court of appeal stated:

> Although it is true that written rejections are normally required by article 5.06-1 of the Texas Insurance Code when liability overage is provided, written rejections are not required for vehicles covered by "hired and non-owned auto liability insurance [which is] distinguished from 'auto liability insurance' as contemplated by article 5, subchapter A of the insurance code." *Taylor v. State Farm Lloyds, Inc.*, 124 S.W. 3d 665, 670 (Tex. App. - - Austin 2003, pet. denied).

In *Grain Dealers*, the shareholder argued that his daughter was covered as a matter of public policy. He contended:

> that allowing insurance companies to provide limited coverage while at the same to me collecting premium dollars on these endorsements contravenes public policy.

943 S.W.2d at 459. The court held that this argument must fail, "because, while the Insurance Code does require UM/UIM and PIP coverage to be offered, it explicitly provides that UM/UIM coverage may be limited to 'persons insured [under the policy], TEX. INS. CODE art. 5.06-1(1) and to the named insureds. TEX. INS. CODE art. 5.06-3(b)." *Id.* at 13-14. The court stated that because the daughter was not an insured under the policy, the Insurance Code does not require she be provided with UM/UIM coverage. *Id.*

CONCLUSION

Potomac respectfully requests the lower court's summary judgment for Ms. Adams be reversed, and judgment rendered for Potomac holding it does not have and has not had any underinsured motorist coverage under the policy for Ms. Adams.

Respectfully submitted,

POTOMAC INSURANCE COMPANY OF ILLINOIS

BY: Brenda B. Bethany
OF COUNSEL

GERALD L. KUCIA - BAR [redacted]
BRENDA B. BETHANY - BAR [redacted]
DANIEL COKER HORTON & BELL, P.A.
4400 OLD CANTON ROAD, SUITE 400
POST OFFICE BOX 1084
JACKSON, MISSISSIPPI 39215-1084
TELEPHONE: (601) 969-7607
FACSIMILE: (601) 969-1116

CERTIFICATE

I, Brenda Bethany, of counsel for Potomac Insurance Company of Illinois, do hereby certify that I have this day mailed a true and correct copy of the above and foregoing pleading to:

Edward Gothard, Esq.
3500 North Causeway Boulevard
Metairie, Louisiana 70002

Owen B. St. Amant, Esq.
201 St. Charles Ave., Ste. 3702
New Orleans, LA 70170

Hiawatha Northington, II, Esq.
Smith & Fawer, LLC
774 Avery Blvd. North, Suite C
Ridgeland, MS 39157

Honorable Ashley Hines
Circuit Court Judge
P.O. Box 1315
Greenville, MS 38702-1315

THIS, the 31 day of January, 2008.

Brenda B Bethany
BRENDA B. BETHANY

C84-102897:rlj