2007-CA-01591 E

IN THE SUPREME COURT OF THE STATE OF MISSISSIPPI

TAMMIE E. BROWN	**APPELLANT**
VS.	**CAUSE NO. 2007-CA-01591**
GENERAL MOTORS CORPORATION	**APPELLEE**

CERTIFICATE OF INTERESTED PERSONS

The undersigned counsel of record certifies that the following listed persons have an interest in the outcome of this case. These representations are made in order that the Justices of the Supreme Court and/or the Judges of the Court of Appeals may evaluate possible disqualification or recusal.

A. Tammie E. Brown, Appellant

B. A. Malcolm Murphy, Attorney for Appellant

C. General Motors Corporation, Appellee

D. Paul Cassisa, Attorney for Appellee

E. Gene Berry, Attorney for Appellee

Paul Cassisa Jr.
PAUL V. CASSISA, JR.

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STATEMENT REGARDING ORAL ARGUMENT

General Motors Corporation (GM), Appellee, believes that the issues raised by the Appellant in this appeal are governed by clearly established legal principles and that oral argument is not necessary.

STATEMENT OF THE ISSUES

(1) GM'S FIRST MOTION FOR SUMMARY JUDGMENT

The Trial Judge correctly granted *GM's First Motion for Summary Judgment*, which dismissed all of Brown's claims except for breach of warranty.

GM clearly pled that this lawsuit should be dismissed because Brown did not have an expert witness who would testify that the air bag was defective and unreasonably dangerous. Brown's statements in ¶2 of *Plaintiff's Response to GM's Statement of Uncontested Material Facts* clearly demonstrate that she understood GM's position prior to the hearing on *GM's First Motion for Summary Judgment.*

During the hearing on GM's motion, Plaintiff confessed those claims that were dismissed, and the remainder of GM's motion was denied.

(2) GM'S SECOND MOTION FOR SUMMARY JUDGMENT

The Trial Judge also correctly granted *GM's Second Motion for Summary Judgment* on Brown's remaining breach of warranty claim.

That claim is barred by the six year statute of limitations for warranty claims, which began to run from the date of the original delivery of the product. *See* Miss. Code Ann. §75-2-725.

STATEMENT OF THE CASE

A. NATURE OF THE CASE

Tammie Brown seeks less than $75,000 from GM for injuries she claims were caused because the air bag in her 1995 Pontiac Grand Am did not deploy in an accident.[1]

B. COURSE OF PROCEEDINGS AND DISPOSITION IN THE COURT BELOW

On September 6, 2001, Brown sued GM in the Circuit Court of George County, Mississippi.[2] GM was served on January 15, 2002, and filed its Answer and Defenses on March 29, 2002.[3]

GM filed its *First Motion for Summary Judgment* on March 29, 2006, which was heard on August 4, 2006.[4] Consistent with Brown's concession that summary judgment should be granted on all of her claims other than breach of warranty, the Trial Judge entered an Order on September 22, 2006 dismissing all of Brown's claims, except for breach of warranty.[5]

On March 17, 2007, GM filed a *Second Motion for Summary Judgment*, alleging that Brown's only remaining claim was barred by the statute of limitations.[6] That motion was heard on April 17, 2007, and granted by Order entered on August 22, 2007.[7]

On September 4, 2007, Brown filed a Notice of Appeal.[8]

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1 Vol. I, Clerk's Papers at 6-8. The Clerk's Papers will be cited as "C.P."

2 *Id.*

3 *Id.* at 13 and 40.

4 Supplemental Record (submitted by stipulation) and Transcript at 3. The Transcript will be cited as "T."

5 T. at 21 and Vol. II, C.P. at 153-155.

6 *Id.* at 156-205.

7 T. at 35 and Vol. II, C.P. at 212.

8 Vol. II, C.P. at 216.

C. STATEMENT OF FACTS

The following facts are relevant to the issues prevented for review:

1. On September 8, 1998, Brown was involved in a motor vehicle accident on Agricola Barton Road when she crossed the center line of the road and hit another vehicle. (*Plaintiff's Response to GM Interrogatory No. 1*).[9]

2. Brown claims that she sustained damages in the September 8, 1998 accident because the air bag in her car did not deploy. (*Plaintiff's Response to GM Interrogatory No. 3*).[10]

3. The car at issue is a 1995 Pontiac Grand Am that Brown purchased used on March 5, 1998, when the car had 43,000 miles on it. (Certified Copy of Title History from the Mississippi State Tax Commission, Title Bureau).[11]

4. GM shipped that car to Dossett Big 4 Pontiac - Cadillac GMC, Inc. of Tupelo, MS on about June 7, 1995.[12]

5. The original retail delivery of that car was the sale by Dossett Big 4 Pontiac - Cadillac GMC, Inc. of Tupelo, MS, to Randy Gillentine of Nettleton, MS on June 23, 1995. (Certified Copy of Title History from the Mississippi State Tax Commission, Title Bureau).[13]

6. Brown filed this lawsuit on September 6, 2001. (*Complaint*).[14]

7. More than 6 years elapsed between the date that GM shipped the car to Dossett Big 4 Pontiac - Cadillac GMC, Inc. of Tupelo, MS on about June 7, 1995 and the date that the *Complaint* was filed on September 6, 2001. (*Complaint* and Certified Copy of Title History from the Mississippi State Tax Commission, Title Bureau)[15]

8. More than 6 years elapsed between the date of the original delivery of the car on June 23,

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9 Supplemental Record.

10 *Id.*.

11 Vol. II, C.P.. at 191 and 193.

12 *Id.* at 196.

13 *Id.* at 195-198.

14 Vol. I, C.P. at 6.

15 *Id.* at 6 and Vol. II, C.P. at 196.

1995 and the date that the *Complaint* was filed on September 6, 2001. (*Complaint* and Certified Copy of Title History from the Mississippi State Tax Commission, Title Bureau).[16]

9. Brown did not preserve the subject 1995 Pontiac Grand Am after the September 8, 1998 accident. (*Plaintiff's Response to GM's Request for Production No. 12*).[17]

10. Brown has no liability expert witness to support her claim that the air bag was unreasonably dangerous and defective at the time the car left GM. (*Plaintiff's First Supplement to GM's First Set of Interrogatories No. 4*).[18]

16 Vol. I, C.P. at 6 and Vol. II, C.P. at 195-198.

17 Supplemental Record.

18 *Id.*

SUMMARY OF ARGUMENT

THE TRIAL COURT CORRECTLY GRANTED GM'S FIRST MOTION FOR SUMMARY JUDGMENT

Brown's claim that she was ambushed by the way the Trial Judge handled *GM's First Motion for Summary Judgment* is simply wrong.

GM's First Motion for Summary Judgment clearly stated that a basis for summary judgment was because plaintiff had no expert witnesses to prove that the car was defective and unreasonably dangerous at the time the car left GM. Brown was on notice that GM was requesting a dismissal of all of the claims in her *Complaint.*

As clearly demonstrated by the statement she made in ¶2 of *Plaintiff's Response to GM's Statement of Uncontested Material Facts,* Brown understood that *GM's First Motion for Summary Judgment* asked the Court to dismiss all of her claims because she did not have an expert witness who would testify that the air bag was defective and unreasonably dangerous. Brown's claim that she was surprised and ambushed at the hearing is without merit.

As stated in *Plaintiff's First Supplement to GM's First Set of Interrogatories No. 4* and *Plaintiff's Response to GM's Statement of Uncontested Material Facts,* Brown simply had no intention of calling an expert witness on the defect issue in this case. She had a full and fair opportunity to obtain an expert Affidavit if she wanted to, but she chose not to do so.

During the hearing on *GM's First Motion for Summary Judgment,* Brown confessed the only parts of that motion that the Trial Judge granted. Brown is not entitled to have the ruling that she agreed to reversed on appeal.

Brown's argument that there cannot be a breach of warranty claim unless there is also a defective manufacture claim is contrary to the language in the Mississippi Products Liability Act (Miss. Code Ann. §11-1-63) and contrary to the holding in *Forbes v. General Motors Corp.*, 935 So.2d 869 (Miss. 2006).

THE TRIAL JUDGE CORRECTLY GRANTED GM'S SECOND MOTION FOR SUMMARY JUDGMENT ON EXPRESS WARRANTY

After the Trial Judge granted that part of *GM's First Motion of Summary Judgment* that Brown confessed, her only remaining claim was for breach of warranty. That claim is barred by the statute of limitations.

Under Miss. Code Ann. §75-2-725, a breach of warranty claim filed more than 6 years from the date of original delivery of the product is barred by the statute of limitations. *Estate of Hunter v. General Motors Corp.*, 729 So.2d 1264, 1277 (Miss. 1999). More than 6 years elapsed between the time the car was originally delivered and the date Brown filed this lawsuit. Therefore, Brown's breach of warranty claim is barred by *Miss. Code Ann.* §75-2-725.

On appeal, Brown argues for the first time that, although GM properly raised the statute of limitations in its *Answer*, GM waived that defense because GM did not raise it by motion earlier. Brown did not raise this issue in the trial court and, therefore, it should not be considered on appeal.

Even if Brown had raised this issue in the trial court, her argument should be rejected. There was no Scheduling Order in this case that set a cutoff date for the filing of dispositive motions. No trial date had been scheduled, and the date when GM filed its *Second Motion for Summary Judgment* did not prejudice Brown.

ARGUMENT

I. THE TRIAL COURT CORRECTLY GRANTED GM'S FIRST MOTION FOR SUMMARY JUDGMENT

A. There Was No Surprise Or Prejudice To Plaintiff's Counsel At The Hearing On GM'S First Motion For Summary Judgment

Brown claims that she was ambushed by the way the Trial Judge handled *GM's First Motion for Summary Judgment*. This argument is wrong for several reasons.

First, Brown cites no legal argument in support of this argument, and it should be rejected for that reason alone. MRAP 28(a)(6); *Webb v. DeSoto County*, 843 So.2d 682, 685 (Miss. 2003).

Second, Brown does not explain what, if anything, she would have done differently if she had any additional advance notice that she claims was lacking. *GM's First Motion for Summary Judgment* was filed on March 28, 2006, and it specifically mentioned Plaintiff's failure to obtain an expert witness to prove that the car was defective and unreasonably dangerous.[19] More than 4 months after GM filed its motion, Brown finally filed a response on August 3, 2006 – and her response included Affidavits from fact witnesses, but no supporting expert Affidavit.[20] As clearly stated in *Plaintiff's First Supplement to GM's First Set of Interrogatories No. 4* and *Plaintiff's Response to GM's Statement of Uncontested Material Facts*, Brown simply had no intention of utilizing an expert witness in this case.[21] She had a full and fair opportunity to obtain an expert Affidavit if she wanted to, but she chose not to do so.

Third, *GM's First Motion for Summary Judgment* clearly asked the Court to dismiss the

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19 Supplemental Record.

20 Vol. I, C.P. at 132-148.

21 Supplemental Record and Vol. I, C.P. at 133.

entire suit.[22] Brown was on notice that GM was requesting a dismissal of all of the claims in the Complaint. As clearly demonstrated in ¶2 of *Plaintiff's Response to GM's Statement of Uncontested Material Facts,* Brown understood that GM was asking the Court to dismiss her suit because she did not have an expert witness who would testify that the air bag was defective and unreasonably dangerous.[23]

Fourth, Brown failed to request leave from the trial court for additional time to present expert evidence in support of her opposition to *GM's First Motion for Summary Judgment.*[24] Having failed to make such a request, Brown is now barred from claiming surprise or prejudice as a result of the hearing on the *GM's First Motion for Summary Judgment. Grenada Living Center, LLC v. Coleman*, 961 So.2d 33, 37 (Miss. 2007) ("We have repeatedly held that a trial judge will not be found in error on a matter not presented to the trial court for a decision); *Purvis v. Barnes*, 791 So.2d 199, 203 (Miss. 2001).

Finally, Brown had more than a month after the hearing on *GM's First Motion for Summary Judgment* to submit additional evidence. GM's motion was heard on August 4, 2006.[25] The Order on that motion was not entered until September 22, 2006.[26] During the hearing, GM agreed to allow

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22 The Complaint alleged breach of express warranty, defective design, and defective manufacture Vol. I, C.P. at 7. The Complaint does not allege failure to warn. *Id.* at pp. 6-8. Although Brown refers to a failure to warn claim in her Brief, during the August 4, 2006 hearing she told the Trial Judge that she was not making a failure to warn claim. T. at 34.

23 Vol. I, C.P. at 133.

24 *See* MRCP 56(f).

25 T. at 3.

26 Vol. II, C.P. at 153.

Brown an additional 30 days to obtain another Affidavit.[27] Brown did submit an additional Affidavit from a fact witness, but filed no request that the trial court consider additional evidence or argument on this issue after the hearing and before the September 22, 2006 Order was entered.

B. Plaintiff Confessed All Claims Except Breach of Warranty

At the hearing on *GM's First Motion for Summary Judgment*, Brown confessed all her claims except for breach of warranty.

> BY THE COURT: And I know how you hate to concede anything, but, you know, for purposes of this, you do concede, then, summary judgment will be appropriate on those elements of your Complaint other than warranty?
>
> BY MR. MURPHY: Right.
>
> BY THE COURT: Okay. So that's easy.[28]

She cannot now, on appeal, have the Order based on her admission reversed as error. *Stuckey v. Sallis*, 74 So.2d 749, 751 (Miss. 1954) (point "conceded" in trial court was not preserved for appeal); *Miles v. The Cathings Clinic*, 601 So.2d 47, 49 (Miss. 1992) ("Miles agreed that the juror should remain on the panel. Having made this decision, Miles waived any right to subsequently complain."); *Crawley v. Ivy*, 117 So. 257, 258 (Miss. 1928) ("Having consented thereto, appellant cannot now complain.").

C. Breach of Warranty is Distinct from Other Defect Theories

Brown's argument that there cannot be a breach of warranty unless there is also a defective manufacture claim is contrary to the language in the Mississippi Products Liability Act (Miss. Code

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27 T. at 33-34.

28 T. at 21.

Ann. §11-1-63) and contrary to this Court's holding in *Forbes v. General Motors Corp*, 935 So.2d 869 (Miss. 2006).

Regardless, Brown confessed the dismissal of her defective manufacture claim and she cannot now, on appeal, have the Order that was based on her admission reversed as error.

II. THE TRIAL JUDGE CORRECTLY GRANTED GM'S SECOND MOTION FOR SUMMARY JUDGMENT ON EXPRESS WARRANTY

A. Warranty Claim Is Barred

Brown's breach of warranty claim was filed more than 6 years from the date of the delivery of the product by GM. *Under Miss. Code Ann.* §75-2-725, her breach of warranty claim is barred by the statute of limitations. *Estate of Hunter v. General Motors Corp.*, 729 So.2d 1264, 1277 (Miss. 1999).

B. Mississippi Crashworthiness Cases Applying Miss. Code Ann. §75-2-725

The only Mississippi Supreme Court case that has addressed *Miss. Code Ann.* §75-2-725 in the context of an automotive crashworthiness case is *Estate of Hunter v. General Motors Corp.*, 729 So.2d 1264, 1277 (Miss. 1999), and that is the case that GM relies on in support of its arguments in this case. In *Estate of Hunter*, the plaintiffs sought recovery for injuries they sustained in a crash because a seat allegedly failed in a crash. The Supreme Court dismissed plaintiffs' breach of warranty claims, finding that they were barred by the statute of limitations for the same reasons argued by GM in this case.

There have also been several Mississippi federal court decisions that have applied *Miss. Code Ann.* §75-2-725 in automotive crashworthiness cases, and each one of them supports GM's position in this case. One of those cases involved an allegation that an air bag failed to deploy in a crash. *See Kelly v. General Motors Corp.*, 1998 U.S. Dist. LEXIS 18233; 1998 WL 930616 (N.D. Miss.). The other 2 cases involved allegations that seat belts failed to properly restrain occupants in crashes.

See Childs v. General Motors Corp., 73 F. Supp. 2d 669, 673-674 (N.D. Miss. 1999) and *Robinson v. General Motors Corp.*, 150 F. Supp. 2d 930, 934 (S.D. Miss. 2001). Each of those cases found that the plaintiffs' breach of warranty claims were barred by the statute of limitations for the same reasons argued by GM in this case.[29]

C. GM Did Not Waive Its Statute Of Limitations Defense

Brown does not dispute that her suit was filed more than 6 years after GM delivered the car. Instead, for the first, she argues that GM waived its statute of limitations defense – even though GM asserted this defense in its Answer. (Fourth Defense, Vol. I, C.P. at 40).

Brown did not make this argument to the Trial Judge.[30] This argument should not be considered for the first time on appeal. *Grenada Living Center, LLC v. Coleman*, 961 So.2d at 37; *Purvis v. Barnes*, 791 So.2d at 203.

Brown relies *East Ms. State Hospital v. Adams*, 947 So.2d 887 (Miss. 2007) and *Estate of Grimes v. Warrington*, 2008 Miss. LEXIS 101. *Adams* was decided on January 18, 2007. It could have been argued by plaintiff to the trial court, but it was not.[31] This court should not reverse the trial court on an issue that was not raised before it.

If Brown had made this argument to the Trial Judge, then it still should be rejected. *Adams* held that the defendant waived insufficiency of process and insufficiency of service of process. 947

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29 Brown never argued that the future performance exception to § 75-2-725 applies in this case. It does not apply because there was no explicit promise or guarantee regarding future performance. *See Babishkan v. Southern Homes/Southern Lifestyles*, 2006 U.S. Dist. LEXIS 67827, 2006 WL 2727972, *3 (S.D. Miss.) ("For the future performance exception to apply a warranty must explicitly promise or guarantee future performance of the goods; it must be clear, unambiguous and unequivocal. (citing *Rutland v. Swift Chemical Company*, 351 So.2d 324, 325 (Miss. 1977)); *Crouch v. General Electric Co.*, 699 F.Supp. 585, 594 (S.D. Miss. 1988) ("The overwhelming majority of courts have interpreted future performance exceptions such as those contained in Section 75-2-725 very strictly.") (emphasis added); *Progressive Ins. Co. v. Monaco Coach Corp.*, 206 U.S. Dist. LEXIS 21251 (S.D. Miss.) ("only rarely has an express warranty been held to be a warranty explicitly extended to future performance").

30 Vol. II, C.P. at 209-210 and T. at 35-42.

31 *Grimes* was decided in February, 2008, but it merely follows the *Adams* case.

So.2d 981. *Grimes* held that the defendant waived a tort claims immunity defense. 2008 Miss. LEXIS at ¶¶ 21-28. Both *Adams* and *Grimes* rely on *Miss. Credit Counter, Inc. v. Horton*, 926 So.2d 167 (Miss. 2006) which held that a defendant waived its right to compel arbitration.[32]

The principles of *Grimes, Adams* and *Horton* should not be applied to a statute of limitations defense. For instance, a statute of limitations defense is much different than a defense that a claim must be arbitrated, which affects the forum where a dispute is heard.[33] It is also much different than insufficiency of process, insufficiency of service of process, and a tort claims immunity defense, all of which completely bar all claims raised in the case. As was true in this lawsuit, when a case is first filed, a statute of limitations defense may only be a partial defense to one of several claims in a case – not a complete defense that will result in dismissal of an entire lawsuit. There is no reason to require a defendant who has properly pled statute of limitations in its Answer to raise that issue by pretrial motion by some unspecified date when there is no Scheduling Order in the case.

The Mississippi Supreme Court has never held that a statute of limitation defense asserted in an Answer was waived by delay to assert that defense by way of motion. That would alter the fundamental procedural rules set in the MRCP 8 and 12. No rule of procedure requires that a statute of limitations defense be presented by motion before a certain deadline long before trial. Deadlines can be set forth in a Scheduling Order,[34] but there was no scheduling order here and no motion deadline in this case.

As a practical matter, discovery is often needed before a party can properly determine what

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32 Dicta in *Horton* indicates that such waiver principles could be applied to "any affirmative defense or other affirmative matter or right which would serve to terminate or stay litigation..." 926 So.2d. at ¶ 44.

33 The arbitration process is a procedural right that can be waived if not timely asserted. The failure to assert a right to arbitration should be waived where there is unreasonable delay. A party should not be allowed to engage in litigation and then much later refer the matter to arbitration when it thinks that would be more favorable.

facts are actually in dispute. MRCP 16 allows the parties and the trial court enter into Scheduling Orders and properly set deadlines for discovery, dispositive motions and other matters. A rule requiring that a statute of limitations defense be presented prior to some unknown deadline would force defendants to file many unnecessary motions, regardless of whether such motions were ready to be heard, and subjecting the parties to the imposition of costs and attorney's fees on matters that might otherwise simply be dropped after additional discovery is conducted.[35] This would create much unnecessary confusion on procedure.

Defenses in Answers are considered under the same liberal pleading requirements as those for Complaints. Official Comment to Rule 8 ("As with the statement of claims, notice of the defense raised by the defendant, Rule 8(d) is all that is required."). A plaintiff is not considered to have waived a valid claim raised in her Complaint because she did not assert that claim in a pre-trial motion by some unspecified date. The same is true of a properly statute of limitations defense which, if properly pled, can be asserted by way of pre-trial motion or at trial.

GM complied with the requirements of the MRCP 8(c) by asserting the statute of limitations defense in its *Answer* (Fourth Defense, Vol. I, C.P. at 40), and GM did not waive that defense by not filing a motion for summary judgment on that issue earlier. *See Wright & Miller*, Vol. 5 Fed. Practice & Pro. § 1277, p. 628 ("However, the failure to raise an affirmative defense by motion will not result in a waiver as long as it is interposed in the answer."); *Villente v. Van Dyke*, 2004 U.S. App. LEXIS 5758 *2-3 (2d Cir. 2004).[36]

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34 *See* MRCP 16.

35 *See* MRCP 56(h).

36 Rule 12(b) MRCP provides that "every defense, in law or in fact, to a claim for relief in any pleading, whether a claim, counterclaim, cross-claim, or third-party claim shall be asserted in the responsive pleading, thereto if one is required, except the following defenses may be at the option of pleader made by motion...". Then Rule 12 states "no defense or objection is waived by being joined with one or more other defenses or objections in a responsive pleading or motion." Rule 12(h) then provides which defenses are waived if not presented by motion. *See, Raines v. Gardner*, 731

Even an affirmative defense that is not included in an Answer can be raised by motion "where the matter is raised in the trial court in a manner that does not result in unfair surprise." *Rogers v. McDorman*, 521 F.3d 381, 386 (5th Cir. 2008) ("technical failure to comply precisely with Rule 8(c) is not fatal."); *Ray v. Levi Strauss & Co.*, 2006 U.S. Dist. LEXIS 34622 (S.D. Miss.). Brown's argument that GM waived its statute of limitations defense by not filing a motion earlier should be denied.

CONCLUSION

The summary judgment rulings by the Trial Judge should be AFFIRMED.

Brown's claim that she was ambushed by the way the Trial Judge handled *GM's First Motion for Summary Judgment* is simply wrong. Brown understood that *GM's First Motion for Summary Judgment* asked the Court to dismiss all of her claims because she did not have an expert witness who would testify that the air bag was defective and unreasonably dangerous. Brown's discovery responses and her response to GM's motion prove that Brown simply had no intention of calling an expert witness on the defect issue in this case. She had a full and fair opportunity to obtain an expert Affidavit if she wanted to, but she chose not to do so. Further, Brown confessed the only parts of that motion that the Trial Judge granted – and she cannot have that which she agreed to reversed on appeal.

After the Trial Judge granted that part of *GM's First Motion of Summary Judgment* that Brown confessed, her only remaining claim was for breach of warranty. Under *Miss. Code Ann.* §75-2-725, a breach of warranty claim filed more than 6 years from the date of original delivery of the product is barred by the statute of limitations. More than 6 years elapsed between the time the

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So.2d 1192, 1196 (Miss. 1999). Nothing in Rules 8 or 12 require the filing of a motion based on a statute of limitations defense properly asserted in the answer.

car was originally delivered and the date Brown filed this lawsuit. Therefore, Brown's breach of warranty claim is barred by *Miss. Code Ann.* §75-2-725.

Brown's waiver argument should not be considered on appeal because it was not raised in the trial court. Even if Brown had raised that issue below, it should be rejected. There was no Scheduling Order in this case that set a cutoff date for the filing of dispositive motions. No trial date had been scheduled, and the date that GM filed its *Second Motion for Summary Judgment* did not prejudice Brown.

Respectfully submitted,

GENERAL MOTORS CORPORATION

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CERTIFICATE OF SERVICE

I, Paul V. Cassisa, Jr., do hereby certify that I have caused to be served this day, via United States Mail, postage prepaid, a true and correct copy of Brief of Appellee, General Motors, to the following:

Andrew M. Murphy
Attorney at Law
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Lucedale, MS 39452

Honorable Dale Harkey
Circuit Court Judge
P. O. Box 998
Pascagoula, MS 39568-0998

This, the 30 day of May, 2008.

Paul Cassisa Jr
Paul V. Cassisa, Jr.