IN THE SUPREME COURT OF THE STATE OF MISSISSIPPI

AAA COOPER TRANSPORTATION — APPELLANT

V. — Case No.: 2008-CA-01062

CHUCK PARKS, INDIVIDUALLY AND D/B/A/ DILLINGHAM MOTORS AND DILLINGHAM MOTORS — APPELLEES

ON APPEAL FROM THE CIRCUIT COURT OF TIPPAH COUNTY, MISSISSIPPI

BRIEF OF APPELLEES

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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.

1. AAA Cooper Transportation, Appellant;
2. Chuck Parks, Individually and D/B/A/ Dillingham Motors And Dillingham Motors, Appellant;
3. Asa Baker, Attorney for Appellants;
4. H. Richmond Culp, III, Attorney for Appellants;
5. T.C. Poplar, Defendant;
6. Amy Kimkel, Defendant;
7. Taucia Poplar, Defendant;
8. Acceptance Indemnity Company, Insurer of Chuck Parks d/b/a Dillingham Used Cars; and
9. Honorable Robert W. Elliott, Trial Court Judge

H. Richmond Culp, III

STATEMENT REGARDING ORAL ARGUMENT

Pursuant to Rule 34(a)(3) of the Mississippi Rules of Appellate Procedure, Appellees request no oral argument. The facts and legal arguments are adequately presented in the briefs and record and the decisional process would not be significantly aided by oral argument. Nevertheless, if the Court desires to hear oral argument, Appellees have no objection.

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STATEMENT OF THE ISSUES

The Complaint alleges two theories of liability against Appellee Chuck Parks d/b/a Dillingham Motors. First, AAA Cooper alleges that Parks, d/b/a Dillingham Motors is liable for property damage sustained by AAA Cooper under a theory of negligent entrustment. Alternatively, AAA Cooper claims that T.C. Poplar was an employee of Dillingham Motors at the time of the accident, and that Parks, d/b/a Dillingham Motors is vicariously liable for AAA Cooper's property damage. Since the Court below granted summary judgment to this Appellee on both theories, the issues before this Court are:

1. Whether AAA Cooper Transportation, Inc. failed to establish genuine issues of material fact, for which it would bear the burden of production at trial, on its liability theory based in negligent entrustment of the Dodge Avenger by Chuck Parks d/b/a Dillingham Motors to T. C. Poplar.

2. Whether, facing Park's Motion for Summary Judgment, plaintiff AAA Cooper Transportation, Inc. established sufficient genuine issues of material fact to support the second theory of liability against Chuck Parks d/b/a Dillingham Motors. That theory is based on alleged vicarious liability imposed on Chuck Parks d/b/a Dillingham Motors as the putative employer of T.C. Poplar.

STATEMENT OF THE CASE

A. Nature of the Case

On December 20, 2005, a truck owned and operated by AAA Cooper Transportation was involved in a vehicular accident in the State of Mississippi with a green 1996 Dodge Avenger operated by T. C. Poplar. The accident occurred at approximately 3:16 a.m. on Highway 72 in Tippah County, Mississippi. AAA Cooper alleges that as a result of the accident, it has sustained the sum of at least $22,500 in property damage to the Volvo truck. (R. Vol. 1, p.6).

A Complaint was filed by AAA Cooper on the 28th day of March, 2007, naming as defendants, T.C. Poplar, the operator of the Dodge Avenger, Amy Kimkel, a former title holder for the Dodge Avenger and Chuck Parks d/b/a Dillingham Motors. Count 3 of the Complaint alleges negligent entrustment by Chuck Parks d/b/a Dillingham Motors of the 1996 Dodge Avenger to T. C. Poplar. (R. Vol. 1, p. 5). The Complaint alleges alternatively that Chuck Parks d/b/a Dillingham Motors was the employer of T. C. Poplar at the time of the accident and therefore vicariously liable for Poplar's alleged negligence and the resulting damage to the Volvo truck. (R. Vol. 1, p. 5).

B. Course of the Proceedings Below

Following service of the Summons and Complaint, T.C. Poplar answered the Complaint and asserted a counterclaim on May 24, 2007. On June 8, 2007, Chuck Parks d/b/a Dillingham Motors answered the Complaint, denying liability. (R. Vol. 1, pp. 12-19). Following an initial course of discovery, Chuck Parks d/b/a Dillingham Motors served a Motion for Summary Judgment on September 12, 2007, supported by affidavits from T.C. Poplar and Chuck Parks. (R. Vol. pp. 40-46). On November 29, 2007, the trial court granted time for AAA Cooper to conduct additional discovery, including the deposition of Chuck Parks, and an additional thirty days from the date of Parks' deposition within which to respond to the pending Motion for Summary Judgment filed by Chuck Parks d/b/a Dillingham Motors. (R. Vol. 1, pp. 81-81). More than five (5) months following service of the Motion for Summary Judgment, AAA Cooper served a substantive response to the same on February 29, 2008. A hearing on the Summary Judgment Motion filed by Parks d/b/a Dillingham Motors was scheduled for May 13, 2008. Arguments of counsel were considered by the court on that date, and on May 16, 2008, the Circuit Court granted the Motion for Summary Judgment of Chuck Parks d/b/a Dillingham Motors, noting that plaintiff failed to establish any proof of

certain material facts for which AAA Cooper would bear the burden of production at trial. (R. Vol. 4, pp. 461-463).

C. Statement of Facts

AAA Cooper Transportation, Inc. is a foreign corporation registered with the Mississippi Secretary of State. On December 20, 2005, a Volvo truck, owned and operated by AAA Cooper Transportation was involved in a vehicular collision in the State of Mississippi with a green 1996 Dodge Avenger operated by T.C. Poplar. T.C. Poplar is a 51 year old male now residing in Alcorn County, Mississippi. Chuck Parks is also a resident citizen of Alcorn County, Mississippi and is the sole proprietor of Dillingham Motors. On or about December 14, 2005, Chuck Parks d/b/a Dillingham Motors purchased a green 1996 Dodge Avenger from Anna Jonesboro Motor Company. Title, possession and control of the 1996 Dodge Avenger was transferred to T.C. Poplar on or about December 14, 2005. On December 20, 2005, at approximately 3:16 a.m., the blue 1999 Volvo truck owned and operated by AAA Cooper Transportation was damaged when it collided with a green 1996 Dodge Avenger on Highway 72 in Tippah County, Mississippi. At the time of the collision, the sole occupant of the Dodge Avenger was defendant T.C. Poplar.

Both T.C. Poplar and Chuck Parks, by affidavit and by deposition testimony, deny an employment relationship on or about December 20, 2005. (R. Vol. 1, pp. 45-46), (R. Vol. 2, pp. 248-249) and (R. Vol. 3, pp. 359-360). Plaintiff submitted an affidavit dated February 11, 2008 and signed by Todd Leidold, an investigator who claimed in his affidavit that he saw T.C. Poplar working at Dillingham Used Motors and further claims that Chuck Parks told him that T.C. Poplar worked for him. The Leidold affidavit does not specify the date of the occurrence for the activities listed. (R. Vol. 2, p. 206).

SUMMARY OF THE ARGUMENT

AAA Cooper submits a dizzying volley of conjecture and hypotheticals in an effort to support a claim for liability against Mr. Parks where none exists. Following leave to conduct depositions, and after all of the resources of the plaintiff have been marshaled to present a genuine issue of material fact, no such evidence was presented in response to the Summary Judgment Motion of Chuck Parks d/b/a Dillingham Motors. Chuck Parks has established as a matter of law that the Dodge Avenger was sold to T. C. Poplar prior to the collision that is the subject of this lawsuit. While AAA Cooper Raises a host of concerns about the sales transaction, it is uncontroverted that T. C. Poplar holds at the very least

two, and probably all three, of the indicia of ownership required by the Mississippi Supreme Court in Hobbs Automotive, Inc. d/b/a Kim's Chrysler Dodge, Jeep, Toyota v. Dorsey, 914 So.2d 148, 167 (Miss. 2005). Since T. C. Poplar owned the Dodge Avenger on December 20, 2005, Parks could not have negligently entrusted the same to Poplar.

However, even if this court were to reject the Circuit Court's finding of ownership of the Dodge Avenger by T.C. Poplar, and believe that a jury issue exists as to the ownership of the vehicle in question, plaintiff's claims of negligent entrustment are nevertheless doomed because of the failure to present any evidence whatsoever of facts supporting a claim of negligent entrustment. This is so, even after plaintiff had the opportunity to depose both Mr. Parks and Mr. Poplar. The best argument plaintiff can muster in an effort to establish negligent entrustment is the fact that Mr. Parks did not try to determine whether T. C. Poplar was a licensed driver. This argument, however, has expressly been rejected by this Court in Laurel Yamaha, Inc. v. Freeman, 956 So.2d 897 (Miss. 2007) as a basis for a finding of negligent entrustment. The Circuit Court was correct in finding that Chuck Parks d/b/a Dillingham Motors is entitled to judgment as a matter of law on plaintiff's theory of negligent entrustment, even if a finder of fact were to reject the

assertions that Poplar, and not Parks, owned the vehicle in question on December 20, 2005.

The remaining theory of liability is based on respondeat superior law. AAA Cooper argues that Chuck Parks is responsible for the accident and resulting property damage as an alleged employer of T. C. Poplar. Both Parks and T. C. Poplar deny any employment relationship whatsoever. AAA Cooper's paid investigator/witness has arguably created a genuine issue of material fact regarding that employment relationship, although the Circuit Court aptly noted that even this affidavit lacks important specifics. (Transcript from Summary Judgment Hearing, p. 56, l. 17 thru p. 57, l. 21). What neither the retained witness, nor the depositions of Mr. Poplar and Mr. Parks, nor any of the other collateral issues raised by the plaintiff in numerous pages dedicated to defeating this summary judgment can supply, is any evidence whatsoever that T. C. Poplar, assuming an employment relationship, was "in the course and scope of his employment" at 3:16 a.m. on the morning of December 20, 2005. Plaintiff unquestionably would bear this burden of proof at trial and has failed to offer any conjecture, let alone any admissible evidence as to why and how T. C. Poplar could possibly have been in the course and scope of his alleged employment with Mr. Parks. AAA Cooper is required to offer admissible

evidence on this issue and because it cannot and did not present any such evidence, the Circuit Court was correct in ruling that Mr. Parks is entitled to judgment as a matter of law.

ARGUMENT

In spite of AAA Cooper's protestations, in depth discovery and best efforts to defeat summary judgment by raising the existence of "contested issues," Appellant failed wholly to provide any proof whatsoever regarding the most material of facts for which it would bear the burden of production at trial. It is all but axiomatic to note that the existence of a hundred contested yet collateral issues does not and cannot thwart summary judgment where plaintiff fails wholly to tender any evidence supporting a genuine issue of material fact. Although numerous immaterial facts may be controverted, only those that affect the outcome of a claim will preclude summary judgment. Summers v. St. Andrews Episcopal School, 759 So.2d 1203 (Miss. 2000). It was AAA Cooper's failure to present evidence regarding issues of material fact that supported - and still does - the award of Summary Judgment to Chuck Parks d/b/a Dillingham Motors.

In its simplest form, AAA Cooper's Complaint against Chuck Parks and Dillingham Motors is based on two theories. However, AAA Cooper has failed to present genuine issues of

material fact supporting elements of proof for which it bears the burden at trial on both of these two theories of recovery. Summary judgment is mandated where the non-moving party fails to show evidence sufficient to establish the existence of an essential element to his case, in other words, a genuine issue of material fact. Wilbourne v. Stennett, Wilkinson & Ward, 687 So.2d 1205, 1214 (Miss. 1996).

I. Plaintiff's First Theory of Recovery - Negligent Entrustment.

In Sligh v. First Nat'l Bank of Holmes County, 735 So.2d 963 (Miss. 1999), the Mississippi Supreme Court adopted the Restatement (Second) of Torts definition of **negligent entrustment**. Liability under this theory is defined as follows:

> One who supplies directly or through a third person a chattel for use of another whom the supplier knows or has reason to know to be likely because of his youth, inexperience, or otherwise, to use it in a manner involving unreasonable risk of physical harm to himself and others whom the supplier should expect to share in or be endangered by its use, is subject to liability for physical harm resulting to them.

Id. at 969 (¶ 32); Restatement (Second) of Torts § 390. Thus, the plaintiff must prove the following elements in order to make out a prima facie case of **negligent entrustment**: (1) that the defendant supplied a third party with the chattel in question for the use of the third party; (2) that the supplier

of the chattel knew or should have known that the third party would use the chattel in a manner involving an unreasonable risk of harm; and (3) that harm resulted from the use of the chattel.

AAA Cooper's negligent entrustment theory was swiftly attacked by Mr. Parks who presented proof that he had transferred ownership of the vehicle to T.C. Poplar on December 14, 2005, well before the December 20, 2005 accident. Parks naturally argues that because he had sold the Dodge Avenger, he could not be held liable for negligent entrustment in light of the Mississippi Supreme Court's clear mandate in Laurel Yamaha, Inc. v. Freeman, 956 So.2d 897 (Miss. 2007). This court just last year specifically refused to recognize either a claim for negligent entrustment in the context of a sales transaction or the imposition of any duty upon a seller to restrict motor vehicle sales to drivers or to determine the competence of drivers as a part of the sale. Id. at 905.

In the instant case, plaintiff has raised more than a few concerns regarding the sufficiency of the sales agreement between Parks and Poplar. Among plaintiff's concerns are that Chuck Parks did not remove the old Illinois license plate before selling the Dodge Avenger to T. C. Poplar; that Chuck Parks did not provide a temporary tag to T. C. Poplar, that Chuck Parks did not properly reassign the title, that he did

not provide a buyer's guide and that he did not provide a privacy notice to Mr. Poplar.

These concerns, however, are not recognized under Mississippi law as indicia of ownership. This Court has held that the three primary indicia of ownership are **title**, **possession** and **control**. Hobbs Automotive, Inc. d/b/a Kim's Chrysler Dodge, Jeep, Toyota v. Dorsey, 914 So.2d 148, 167 (Miss. 2005). T. C. Poplar met all three of these criteria. He unquestionably had both possession and control over the vehicle on the date of the accident. This has not at any time been denied by AAA Cooper, and although Appellant has raised a barrage of collateral concerns about a temporary tag, removal of the old license plate from Illinois, and the failure to provide a buyer's guide, privacy notice or a consumer credit disclosure, there has been no legitimate attack on the title which was signed by T. C. Poplar on December 14, six days before the accident, and held by Mr. Parks who maintained a security interest in the vehicle. (R. Vol. 1, pp. 110-111) Therefore, Parks d/b/a Dillingham Motors stands firmly by the assertion that he could not have negligently entrusted the Dodge Avenger to T. C. Poplar, the "owner" as defined by Mississippi law.

For the sake of argument, however, even were this Court to determine (notwithstanding the fact that T. C. Poplar

clearly held two, and arguably all three, of the indicia of ownership required by this Court) that a jury issue exists as to ownership of the Dodge Avenger on the date of the accident, there has been no evidence whatsoever submitted by plaintiff of the second component of that theory of liability, that being any specific act of negligent entrustment. The only whiff that AAA Cooper makes is the suggestion that Chuck Parks was negligent because he did not ask to see T. C. Poplar's driver's license. From that suggestion, plaintiff makes the "Nike leap of logic" that evidence of negligent entrustment has been satisfied. In fact, AAA Cooper cites Mississippi Code Annotated, Section 63-1-63 in support of this assertion.

The problem with this leap is that reliance on Section 63-1-63 is precisely the modicum of proof flatly rejected by the Mississippi Supreme Court in Laurel Yamaha, Inc. v. Freeman, 956 So.2d 897 (Miss. 2007). In that case, the Freemans asserted that Laurel Yamaha violated Mississippi Code Annotated Section 63-1-63, constituting negligence per se. This is exactly the argument made by plaintiff in this case. As in this case, the Freemans asserted that a prudent retailer would have inquired as to why a party was not licensed and would not let the purchaser drive away from the dealership if not properly licensed. This Court flatly rejected this argument and said that there was no language, either in

Mississippi Code Annotated Section 63-1-6 or Mississippi Code Annotated Section 63-1-63, which imposes any such legal duty upon the seller of a vehicle. AAA Cooper incorrectly characterized this as "a conflicted and undeveloped" legal question under Mississippi law. The Mississippi Supreme Court said clearly that it was "unwilling to impose" such duties where not expressly created by statute, and found the negligent entrustment claim based on the same "without merit." Laurel Yamaha, 956 So.2d at 903, 905.

Other than the suggestion that Chuck Parks should have inquired about the driver's license of T. C. Poplar, there is no other evidence whatsoever of record that can support a finding of negligent entrustment necessary for plaintiff to succeed at trial, even if a fact finder were to determine that Chuck Parks, and not T. C. Poplar, was the owner of the Dodge Avenger on the morning of December 20, 2005.

It is, of course, all but axiomatic to note that the mere ownership of a vehicle alone is insufficient to support a claim for liability resulting from an operator's negligence. Woods v. Nichols, 416 So.2d 659, 664 (Miss. 1982).

II. Plaintiff's Second Theory of Recovery -- Vicarious Liability.

AAA Cooper's second theory of liability is based on the assertion that Parks was the employer of Poplar and vicariously liable for Poplar's negligence under the respondeat superior doctrine. AAA Cooper has asserted that T. C. Poplar was an employee of Chuck Parks at the time of the accident. Frankly, Chuck Parks fails to see why T. C. Poplar, represented by separate counsel, who has submitted both a contrary affidavit and deposition testimony, would not admit to an employment relationship, if one in fact existed or even arguably existed, as it would inure to his benefit greatly. Both T. C. Poplar and Chuck Parks have adamantly held the position, and supported by affidavit and deposition testimony, that T. C. Poplar was not employed by Mr. Parks at the time of the accident.

AAA Cooper raises a smattering of issues that he claims raise a genuine issue of material fact as to whether or not Mr. Poplar was an employee of Chuck Parks during the relevant times in question. Appellant claims that because Mr. Poplar would occasionally stand around the premises of Mr. Parks and watch other people work, and because another person who lived in the mobile home with Mr. Poplar ran errands for Mr. Parks, and because Mr. Poplar cannot remember details about his

whereabouts prior to the accident, somehow a genuine issue of material fact is raised as to the employment of Mr. T. C. Poplar. These, again, constitute impermissible leaps of logic.

Parks concedes that the evidence must be viewed in the light most favorable to the party against whom a summary judgment motion is asserted. While Mr. Parks is adamant that he did not employ T. C. Poplar prior to the December 20th accident, the affidavit of a witness paid by the plaintiff, at the very least, could create a genuine issue as to whether Mr. Parks ever employed T. C. Poplar.

Does this mean, however, that plaintiff is entitled to a jury trial? The answer is clearly, "No." Why? Again, we return to the standards for summary judgment. The focal point is whether or not a plaintiff, responding to a summary judgment motion, has presented evidence sufficient to establish the existence of a material fact or essential element to his case. A fact is "material" if it tends to resolve any of the issues properly raised by the parties. Spradlin v. State Farm Mutual Automobile Ins. Co., 650 So.2d 1838 (Miss. 1995). Assuming AAA Cooper creates, by the Leidold affidavit, a genuine issue of fact that T. C. Poplar was employed at some undefined point in time by Chuck Parks, this proof alone is legally insufficient to hold Parks

responsible under a theory of respondeat superior. The standard for invoking liability vicariously under this theory requires the tortious acts perpetrated by employees to be committed, "in the course and scope of their employment." (emphasis added) Richardson v. APAC-Mississippi, Inc., 631 So.2d 143 (Miss. 1994).

Assuming a jury would believe AAA Cooper's witness regarding the existence of an employment relationship between T. C. Poplar and Chuck Parks, there still must be some measure of proof that the employee was in the course and scope of his employment at the time of the accident. In this case, this would be an essential element of proof for AAA Cooper which, notwithstanding the depositions of T. C. Poplar and Chuck Parks, and notwithstanding numerous collateral issues and ventures in conjecture, has not even made one attempt to state a plausible basis for an assertion that T. C. Poplar was in the course and scope of his employment at 3:16 a.m. on December 20, 2005. In fact, there was no proof elicited from either Mr. Parks or Mr. Poplar regarding this issue. This "course and scope" question, is an issue of material fact for which plaintiff bears, at the very least, a burden of production in order for a jury to even consider this theory of vicarious liability. Without any proof to support even this minimal burden of production, plaintiff's claims fail.

AAA Cooper arguably squeaks by on the testimony of a paid investigator/witness to create a genuine issue of material fact as to whether or not Mr. Poplar was ever employed by Mr. Parks at some undefined point in time. However, Appellant fails miserably to present any proof that, even if a jury were to believe an employment relationship existed in December of 2005, Mr. Poplar was "in the course and scope of his employment" with Mr. Parks at 3:16 a.m. on the morning of the accident in question. Without such evidence, this theory of recovery also fails and the Circuit Court was correct in granting the Summary Judgment Motion of Chuck Parks d/b/a Dillingham Motors.

CONCLUSION

You have got to give it to the AAA Cooper for leaving no stone unturned in an effort to support a claim for liability against Mr. Parks where none appears to exist. However, after leave to conduct depositions and after all of the resources of the Appellant have been marshaled to present a genuine issue of material fact, it still appears that Chuck Parks d/b/a Dillingham Motors is entitled to judgment as a matter of law. Chuck Parks has established as a matter of fact and law that the vehicle in question was sold to T. C. Poplar days before the collision that is the subject of this lawsuit. It is uncontroverted that T. C. Poplar holds at the very least two,

and probably all three, of the indicia of ownership required by this Court. However, if this Court were to believe that a jury issue exists as to the ownership of the vehicle in question, AAA Cooper whiffs badly when it fails to present any evidence whatsoever of facts to support a claim of negligent entrustment. This is so, even after counsel for AAA Cooper had the opportunity to depose both Mr. Parks and Mr. Poplar. The best efforts of Appellant point merely to the fact that Mr. Parks did not try to determine whether T. C. Poplar was a licensed driver when engaging in the sale of the vehicle. This, however, has expressly been rejected by this Court in Laurel Yamaha, Inc. v. Freeman, 956 So.2d 897 (Miss. 2007) as a basis for a finding of negligent entrustment and, accordingly, Parks is entitled to judgment as a matter of law on plaintiff's theory of negligent entrustment, even if a finder of fact were to believe that Parks, and not Poplar, owned the vehicle in question on December 20, 2005.

The remaining theory of liability is based on respondeat superior law. AAA Cooper argues that Chuck Parks is responsible for the accident as an alleged employer of T. C. Poplar. While Parks and T. C. Poplar deny any employment relationship whatsoever, Appellant's retained investigator has arguably created a genuine issue of material fact regarding an employment relationship unspecified in time. What neither the

affidavit of Mr. Leidold, nor the depositions of Mr. Poplar and Mr. Parks, nor any of the other collateral issues raised by AAA Cooper in numerous pages dedicated to defeating this summary judgment can supply, is any evidence whatsoever that T. C. Poplar, assuming an employment relationship, was "in the course and scope of his employment" at 3:16 a.m. on the morning of December 20, 2005. AAA Cooper unquestionably would bear this burden of proof at trial and has failed to offer any conjecture, let alone any admissible evidence as to why and how T. C. Poplar could possibly have been in the course and scope of his "alleged" employment with Mr. Parks. AAA Cooper was required to offer admissible evidence on this issue and because it could not, and did not, present any such evidence, Mr. Parks was entitled to judgment as a matter of law. Mr. Parks accordingly and respectfully requests that this Court affirm the clearly correct Order of the Tippah County Circuit Court.

CHUCK PARKS D/B/A DILLINGHAM MOTORS

BY: _____
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CERTIFICATE OF SERVICE

I, H. Richmond Culp, III, one of the attorneys for the defendant, do hereby certify that I have this day served a true and correct copy of the above and foregoing Brief of Appellees on counsel of record by placing said copy in the United States Mail, postage prepaid, addressed as follows:

Honorable Robert W. Elliott
Circuit Judge
102F North Main Street
Ripley, Mississippi 38663

Asa Baker, Esquire
Leitner, Williams, Dooley
& Napolitan, PLLC
254 Court Avenue, Second Floor
Memphis, Tennessee 38103

DATED, this, the 24th day of December, 2008.

_____
H. RICHMOND CULP, III

CERTIFICATE OF FILING

I, H. Richmond Culp, III, do hereby certify that I have served via first-class, United States mail, postage prepaid, the original and three copies of the Brief of Appellees and an electronic diskette containing same on December 29th, 2008, addressed to Ms. Betty W. Sephton, Clerk, Supreme Court of Mississippi, Post Office Box 249, Jackson, Mississippi 39201.

H. Richmond Culp

H. RICHMOND CULP, III