

STATE OF MICHIGAN
IN THE 30TH JUDICIAL CIRCUIT COURT OF THE COUNTY OF INGHAM

DANA NESSEL, Attorney General of
the State of Michigan, *ex rel* The People
of the State of Michigan,

Case No.

Plaintiff,

HON.

v

FERRELLGAS, L.P.,

Defendant.

Darrin F. Fowler (P53464)
Assistant Attorney General
Michigan Dep't of Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909
(517) 335-7632
FowlerD1@michigan.gov

Jordan Burns
Vice President & General Counsel
Ferrellgas
One Liberty Plaza
Liberty, MO 64068
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**NOTICE OF FILING OF ASSURANCE OF VOLUNTARY COMPLIANCE
AND DISCONTINUANCE UNDER MCL 445.906(2)**

This Office is filing the attached Assurance of Voluntary Compliance under
the Michigan Consumer Protection Act, MCL 445.906(2).

Respectfully submitted,

DANA NESSEL
Attorney General



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Dated: April 7, 2021

ASSURANCE OF VOLUNTARY COMPLIANCE AND DISCONTINUANCE

Dana Nessel, Attorney General of the State of Michigan, on behalf of the People of the State of Michigan and Ferrellgas, L.P. (Ferrellgas), hereby execute and agree to be bound by this Assurance of Voluntary Compliance and Discontinuance (Assurance).

This Assurance concerns the resolution of alleged violations of the Michigan Consumer Protection Act, 1976 PA 331, as amended; MCL 445.901 *et seq.* (MCPA). Respondent agrees not to contest any terms of this Assurance.

The parties agree that the terms of this Assurance are fair, reasonable, and consistent with the public interest and the doctrines of applicable law. The parties further agree that the entry into this Assurance by Ferrellgas is not an admission with respect to any legal or factual issue addressed in this Assurance.

THEREFORE, the parties agree as follows:

I. Jurisdiction

1.1 The Department of Attorney General (the Department) has jurisdiction over the subject matter of this Assurance pursuant to MCL 445.905 and 445.910. Ferrellgas waives all objections and defenses that it may have as to the jurisdiction of the Department over the matters covered by this Assurance.

II. Parties Bound

2.1 This Assurance binds Ferrellgas, whether acting through associates, principals, officers, directors, employees, representatives, successors or assigns, or through any other subsidiary, corporation, assumed name or business entity. Ferrellgas is responsible for compliance with the terms of this Assurance, and

must ensure that all employees, agents and representatives comply with the terms of this Assurance.

III. Definitions

3.1 “Assurance” means this Assurance of Voluntary Compliance and Discontinuance.

3.2 “COD” means the Michigan Department of Attorney General, Corporate Oversight Division.

3.3 “Ferrellgas” means Ferrellgas, L.P. (Ferrellgas) whether doing business under any assumed name, or acting through its principals, employees, or other business entity, and whether doing business at any location in the state of Michigan.

3.4 “Respondent” means Ferrellgas as defined above.

3.5 “Parties” mean COD and Ferrellgas, collectively.

3.6 “Substantiated Complaint” means:

1) a complaint made to the Michigan Attorney General or Better Business Bureau from a will-call customer who requested propane service during the period from December 1, 2020, through the Effective Date, when the customer’s propane level was at or above 30 percent, or, for those will-call customers that require consumer financial assistance as discussed in Section 5.5, when the customer’s propane level was at or above 15%, and the customer was not able to obtain delivery within 5 days of making such request and ran out of propane before delivery was made;

2) a complaint made to the Michigan Attorney General or Better Business Bureau from a keep-full customer who ran out of propane during the period of December 1, 2020 through the Effective Date.

Excluded from the definition of “Substantiated Complaint” are those will-call customers to whom Ferrellgas attempted delivery during the 5-day period after making the request, or before a keep-full customer ran out of propane, but where such delivery was not accomplished due to the customer’s actions (or inaction) including obstruction of the propane tank, failure to plow the customer’s driveway to allow access, or other documented issues such as road conditions outside the control of Ferrellgas. This exclusion applies only to the extent Ferrellgas can show reasonable action was taken to deliver once road conditions improved or when Ferrellgas established contact with the customer to resolve a barrier to delivery.

3.7 All other terms shall have the meaning specifically defined in the MCPA.

IV. Background and Statement of Purpose

4.1 On February 20, 2021, the Governor of Michigan, Gretchen Whitmer, issued Executive Order No. 2021-3 declaring a state of emergency, and stated, in part:

Extreme cold across most of the Central United States caused by an arctic air mass, coupled with people spending more time at home due to the global pandemic, has created a strong demand for home heating fuel. At the same time, these conditions have caused longer delivery times. Heavy snowfall has produced hazardous road conditions and increased demand has led to longer wait times at supply and distribution terminals. As a result, many drivers are nearing or

reaching maximum weekly driving and on-duty limits, which are set by federal and state law in 49 CFR Part 395, and adopted in Public Act 181 of 1963, MCL 480.11 et seq. In short, while supply is available, the current weather event has hindered distribution of that supply.

See Executive Order No. 2021-3 attached as Exhibit A.

Recognizing the “energy emergency” in Michigan due to the weather event that recently hindered the distribution of propane and heating fuel, the Executive Order specifically exempted motor carriers and drivers transporting propane and heating oil from compliance with MCL 480.11a and any other applicable state statute, order, or rule substantially similar to MCL 480.11a, and 49 CFR Part 395. *Id.* The Executive Order further stated that, “[a]ny provision of a state statute, order, or rule pertaining to the hours-of-service is suspended.” *Id.*

The impact of the February weather has been compounded by the COVID-19 pandemic resulting in job losses, business and school shutdowns and the requirement that citizens have had to resort to online resources for school and other services where possible. As a result, propane users have stayed at home more than in previous years, thereby utilizing more propane. The Governor’s Executive Order expired on February 28, 2021.

4.2 Ferrellgas has multiple service programs including “will-call” services which, unlike regularly scheduled service, require that customers notify Ferrellgas on an “ad hoc” basis and that Ferrellgas use existing resources to meet this demand.

Ferrellgas’ web page indicates that a “will-call” customer should schedule delivery no less than five business days prior to the date propane will be needed

or to call before the customer's tank reaches 30 percent. The customer agreement indicates that "will call" requests should be made not less than seven business days prior to the date needed or when the tank reaches 30 percent. Ferrellgas advises the Attorney General that when these customers have called Ferrellgas for delivery recently, they have been advised that delivery may take up to 10 business days. Ferrellgas asserts that the unusual circumstances created by increased demand due to COVID-19, in addition to the weather conditions suffered recently, are a cause for the 10-business-day window for delivery. These factors were specifically recognized by Governor Whitmer as a basis for her Declaration of State of Energy Emergency. (Exhibit A, 2021-3.)

4.3 COD and others have received several complaints that Respondent has been unable to meet either the five- or seven-day delivery window, and, in some circumstances, the complaining customer has stated that they need almost immediate delivery because the customer is out, or will soon be out, of propane. For all such complaints received by COD from consumers in February, Ferrellgas immediately addressed each of these complaints by providing an explanation (including that drivers were reaching their Department of Transportation hours-of-service maximums before a specific delivery could be made), as well as expedited delivery.

4.4 The following text, drafted by Ferrellgas, is included in this Assurance at its insistence: Ferrellgas notes that due to the foregoing factors, during a short time period the demand for propane delivery has far exceeded

normal; that for most of the complaints, there are explanations of why the delivery was not as timely as the customer requested including, but not limited to: the customer waiting until the propane level was at 16 percent or below; the customer's propane tank was inaccessible due to icy conditions on the customer's driveway; access to the customer's propane tank was blocked by one or more unoccupied vehicles; and, in some instances, the customer's driveway had not been plowed and the recent large amount of snowfall blocked the propane tank. When a customer's propane tank is inaccessible the delivery driver(s) is required to continue on the delivery route to service other customers thereby delaying delivery to the complaining customer. Ferrellgas has taken a number of actions to reduce the delivery time including using all available Michigan trucks and drivers working 7 days weekly for the maximum number of hours allowed by Department of Transportation regulations;¹ by attempting to hire more drivers in advance of the cold weather and complaints; by offering cash bonuses of \$5,000.00 as incentive for potential drivers to work for Ferrellgas; where available Ferrellgas will assign two drivers to a truck so that when one driver meets the number of hours limited by federal law, the other driver can take over and continue the route; by pivoting its Blue Rhino tank exchange call center to answer calls from Michigan; by flying in two District Managers and one Regional Manager to assist in the highest demand areas; by staffing the customer service team up by almost

¹ The Executive Order waiving the hours-of-service requirements for propane and heating oil delivery was not issued until February 20, 2021.

50 employees over the weekends to answer calls; by delaying any technology updates that could cause disruption in deliveries or telephones; by dedicating thirteen (13) additional resources including drivers and trucks to the East Lansing, Michigan Service Center; and by adding additional drivers and trucks from other service centers to the highest demand areas in Michigan. Finally, when extreme situations have been brought to Ferrellgas' attention by COD, Ferrellgas has taken extraordinary efforts to provide expedited service to those customers.

4.5 Based on the complaints received, the Attorney General initiated an investigation into whether Ferrellgas violated one or more provisions of the MCPA during the relevant timeframe—approximately December 2020 through February 2021. Responding to Ferrellgas' statement set forth in Section 4.4, COD states the following: The problems Ferrellgas is experiencing have been made apparent through consumer complaints to both the Attorney General and Better Business Bureau, in neighborhood chat groups on social media, and through media stories in outlets serving multiple communities. From COD's perspective, Ferrellgas allowed systemic issues to arise that created unacceptable circumstances by which multiple consumers were left without heat for multiple days. For many of these consumers involved, the situation pre-dated both the Governor's Emergency Order and the weather conditions giving rise to it. While Ferrellgas offered legitimate explanations for some of the circumstances that arose, this was not true in all situations. There have been multiple situations

where Ferrellgas has simply failed to live up to its commitments to Michigan consumers. Further, COD is concerned Ferrellgas' expectation that consumers order propane when the tank is at 30 percent full does not take into account limitations for consumers who receive assistance through the Low Income Home Energy Assistance Program (LIHEAP) or from other non-profit social service organizations providing financial help to Michiganders for propane purchases. Such programs frequently include as a prerequisite of assistance a tank level below 30 percent.

4.6 In furtherance of the investigation, on February 12, 2021, the Attorney General issued a Notice of Intended Action, AG No. 2021-0311649-A. Subsequent to, and prior to, issuance of the Notice, representatives of the Attorney General and Ferrellgas have engaged in telephone calls and exchanged email and other correspondence. As a result, the parties agree that the Ferrellgas webpage, customer agreement, and oral information given telephonically to customers may be considered inconsistent and, sometimes, confusing to the customer. Ferrellgas indicates that the information provided by telephone is accurate and recognizes the reality of the impact of the above-discussed conditions on its operations.

4.7 In addition, the Attorney General indicated that Section V.5 of Ferrellgas' Customer Agreement regarding reimbursement for unused propane may constitute an unfair trade practice under MCL 445.903(1)(u). Ferrellgas explained that it cannot move a tank with more than 5 percent of product

remaining, and, therefore, is forced to have qualified technicians pump out the tank if more than 5 percent remains. Ferrellgas further explained that Section V.5 regarding customer reimbursement is not regularly enforced and instead exists to ensure safety for both customers and employees by encouraging customers to use all of their propane prior to termination of service to avoid a pump-out situation.

4.8 In entering into the Assurance, the mutual objective of the parties is to resolve, without litigation, potential claims under the MCPA for preliminary and permanent injunctive relief, as well as for compensation to consumers and reimbursement of the Attorney General's costs and expenses related to the investigation. The entry into this Assurance by Ferrellgas is not an admission of liability with respect to any issue addressed in this Assurance, nor is it an admission of any factual allegations or legal conclusions stated or implied herein or in the Attorney General's Notice of Intended Action.

V. Implementation of Compliance Measures

5.1 To the extent that Respondent has engaged in any unfair, deceptive, and unconscionable business and sales practices, Respondent shall immediately cease and desist such practices. Respondent denies it has deliberately engaged in any unfair, deceptive, and unconscionable business and sales practices.

5.2 Ferrellgas will immediately take action to revise its webpage and the information provided to customers calling in so that they will be consistent. Ferrellgas may note on the webpage that, for "will call" customers, delivery will usually be accomplished within 7 business days after a request, but that due to

rarely occurring weather conditions or due to supply reduction—both out of the control of Ferrellgas—the delivery period may be extended. Ferrellgas will emphasize in customer communications that under no circumstances should the customer wait until the customer’s propane supply is below 30 percent before requesting “will call” service. Ferrellgas will also communicate this information by postcard, or electronic means, to all of its will-call Michigan customers not later than September 30, 2021 in clearly legible, 12-point font. A sample copy of the communication to be sent to Michigan consumers will be provided to COD at least fourteen days before mailing.

5.3 Ferrellgas will implement heightened training of Michigan customer-service representatives to ensure that “will call” Michigan residential customers who order propane in the future will be advised of the expected delivery by date, and if the date is beyond 7 business days, will be asked their current propane level. If the level of propane is expected to expire prior to the delivery by date, every effort will be made to provide delivery prior to that date. However, if other customers, including other “will call” customers, are similarly situated, the deliveries will be made in order of receipt of request and routing. Every effort will be made to provide propane refills prior to the expected expiration of the customer’s propane supply. Ferrellgas will continue to implement appropriate training, as necessary, to ensure compliance with the MCPA and this Assurance.

5.4 Ferrellgas agrees that it will reimburse Michigan customers for unused propane who return propane upon termination of service, and that it will continue doing so for Michiganders who terminate service in the future.

5.5 Ferrellgas will evaluate the limitations on remaining propane in consumer tanks serving as a precondition for consumer assistance in Michigan from LIHEAP, the Salvation Army, and other social service organizations it knows to be assisting Michigan consumers with propane purchases. Understanding the importance of preventing these consumers from being without heat during cold-weather months, Ferrellgas will consider this information in relation to its business operations and will work to reasonably ensure such consumers, who contact Ferrellgas to request delivery at the propane percentage required by the consumer assistance program utilized, are able to get delivery before their tanks run empty. Ferrellgas reserves the right to engage in discussions with any social service agency providing financial assistance to a Michigan customer that limits a customer's request for "will call" service until the supply of the customer's propane is less than 30 percent and request that the requirement be modified to reflect the reality of delivery requirements, and that the 30-percent level is essential for the needs of these customers to be met, as well as other customers of Ferrellgas.

5.6 Ferrellgas is waiving all fees and costs for emergency or expedited delivery service, leak checks, and for changing propane services for all Michigan consumers who filed a Substantiated Complaint with the Better Business Bureau or Attorney General's Office from December 1, 2020 through the Effective Date. This

waiver of fees shall also apply to consumers who file a Substantiated Complaint with the Attorney General before May 7, 2021 relating to a propane order made during the period between December 1, 2020 and the Effective Date. This waiver includes all fees connected with picking up the tank from the customers' properties and pumping out any remaining propane. To the extent such customers were already charged fees covered by this Section, those sums will be refunded.

Consistent with Section 5.4, these customers will be reimbursed for all propane remaining in the tank upon termination of service. The waiver of fees associated with changing propane providers anticipated by this Section is available only to consumers who filed or file a Substantiated Complaint, and who notify Ferrellgas of their intent to terminate service by May 7, 2021. Refunds made to consumers under this Section shall be within thirty days of Ferrellgas' retrieval of its tank from the customer's property and shall be in addition to any payments made by the Attorney General under Section 6.1.

5.7 There were one or more Michigan consumers who paid Ferrellgas for propane that was ultimately not delivered because the consumer(s) switched to a provider that was able to make delivery sooner, or because of communication difficulties with Ferrellgas. Ferrellgas will ensure all such payments are refunded within fourteen days of the Effective Date. Refunds under this section shall be in addition to any other payments or refunds to which a consumer is entitled under this Assurance.

VI. Payments

6.1 Ferrellgas will pay \$49,500 to the Attorney General's Office. The first \$4,500 of this payment shall be retained by the State of Michigan as compensation for the attorney fees and COD staff effort involved in the investigation. COD will use an amount up to the remainder of the payment to compensate certain consumers who submitted, or submit, a Substantiated Complaint. Under no circumstances will Ferrellgas incur any additional payment liability in excess of the remainder. Through a claims process to be established by COD, the Attorney General will compensate consumers for each day, and each partial day, that a keep-full customer was without propane, and each full and partial day after five business days that any "will-call" customer was without propane. Will-Call Customers who placed an order less than five business days before running out of propane, but then experienced multiple days without heat due to the inability of Ferrellgas to provide expedited delivery will also qualify for a lower level of compensation. Each consumer who filed a substantiated complaint from December 1, 2020, through the Effective Date will receive an additional payment of \$100 from the Attorney General from the remainder. The Parties recognize there may be some disagreements with respect to particular consumers on whether there is a substantiated complaint. When this occurs, COD may compensate the consumer from the remainder at its discretion.

The amount of such consumer reimbursements will be determined once all valid claims are evaluated; to qualify, consumers will be required to submit such claims to the Attorney General by May 7, 2021. Ferrellgas may not challenge the

amounts or appropriateness of consumer distributions so long as the total distributions are limited to the remainder, and no more. Ferrellgas will cooperate with COD in providing information from its database as the consumer claims are reviewed and considered. If any of this payment remains at the conclusion of the schedule established by the Attorney General, the remaining money shall be retained by the Attorney General to compensate the taxpayers for the costs associated with the consumer distribution process.

6.2 COD shall give Ferrellgas written notice of the consumer distributions. This notice will be in the form of a letter that identifies consumers who have received distributions, their addresses, and the amount of the distribution.

6.3 All payments required by Section 6.1 shall be made within fourteen days of the Effective Date by check payable to the "State of Michigan." The payments and any other information shall be sent to Darrin F. Fowler, Assistant Attorney General, Corporate Oversight Division, P.O. Box 30736, Lansing, MI 48909.

VII. Notices

7.1 All notices, deliveries or other communications required or permitted shall be in writing and shall be deemed given when sent by facsimile transmission or first-class mail addressed as follows:

If to COD:

Corporate Oversight Division
Department of Attorney General
Attn: Darrin Fowler
P.O. Box 30736
Lansing, MI 48909

If to Ferrellgas:

Ferrellgas, L.P.
Attn: Legal Department
One Liberty Plaza
Liberty, MO 64068

7.2 Respondent shall promptly notify COD, in writing, of any change of address or person to whom notice hereunder is to be sent.

VIII. General Provisions

8.1 This Assurance is binding upon, inures to the benefit of, and applies to the parties and their successors-in-interest.

8.2 This Assurance does not affect the rights of any private party to pursue any available remedy or remedies pursuant to applicable law. Further, this Assurance does not create any private right or cause of action to any third party.

8.3 This Assurance does not constitute an approval by the Attorney General of any of Respondent's business or sales practices and Respondent must not make any representation to the contrary.

8.4 No change or modification of this Assurance is valid unless in writing and signed by all parties.

8.5 Any party to this Assurance may apply to the 30th Judicial Circuit Court, County of Ingham, State of Michigan, which retains jurisdiction, for such further orders as may be necessary or appropriate for the construction or modification of any of the provisions hereof, or to enforce compliance herewith.

8.6 Unless a temporary restraining order is sought, COD will make reasonable efforts to provide written notice in the event that COD believes Respondent to be in noncompliance with any provision of this Assurance, setting forth the basis for such belief. Notwithstanding the foregoing, such notice shall not be deemed to be a jurisdictional prerequisite to institution of any enforcement action.

IX. Signatories

9.1 Each undersigned individual represents and warrants that he or she is fully authorized by the party he or she represents to enter into this Assurance and to legally bind such party to the terms and conditions of this Assurance. Electronic signatures, confirmed through email communications between the signatories, shall be deemed sufficient to bind the Parties.

X. Effective Date

10.1 The Effective Date of this Assurance is the date it is filed with the Ingham County Circuit Court.

**Dana Nessel, Attorney General,
on behalf of the People of the
State of Michigan**

Dated: April 7, 2021

By: _____



Darrin Fowler (P53464)
Assistant Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909

Ferrellgas



Dated: April 6, 2021

By: _____

Jordan Burns
Vice President & General Counsel
Ferrellgas
One Liberty Plaza
Liberty, MO 64068

EXHIBIT A
Executive Order No. 2021-3



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
OFFICE OF THE GOVERNOR
LANSING

GARLIN GILCHRIST II
LT. GOVERNOR

EXECUTIVE ORDER

No. 2021-3

Declaration of State of Energy Emergency

Extreme cold across most of the Central United States caused by an arctic air mass, coupled with people spending more time at home due to the global pandemic, has created a strong demand for home heating fuel. At the same time, these conditions have caused longer delivery times. Heavy snowfall has produced hazardous road conditions and increased demand has led to longer wait times at supply and distribution terminals. As a result, many drivers are nearing or reaching maximum weekly driving and on-duty limits, which are set by federal and state law in 49 CFR Part 395, and adopted in Public Act 181 of 1963, MCL 480.11 et seq. In short, while supply is available, the current weather event has hindered distribution of that supply.

At present, Michigan's neighboring states and a majority of states in the nation are under some form of federal or state energy emergency declaration due to the extreme weather event.

Under Public Act 191 of 1982, "the governor may declare, by executive order . . . a state of emergency . . . upon the governor's own initiative if the governor finds that an energy emergency exists or is imminent." MCL 10.83(1). An "energy emergency" means a "condition of danger to the health, safety, or welfare of the citizens of this state due to an impending or present energy shortage." MCL 10.81(b). Moreover, an "energy shortage" means a "lack of adequate available energy resources in the state, or any part of the state." MCL 10.81(e).

Among other powers, during a declared state of energy emergency, the governor may issue an executive order to "suspend a statute or an order or rule of a state agency or a specific provision of a statute, rule, or order, if strict compliance with the statute, rule, or order or a specific provision of the statute, rule, or order will prevent, hinder, or delay necessary action in coping with the energy emergency." MCL 10.84(c).

Therefore, acting under the Michigan Constitution of 1963 and Michigan law, including 1982 PA 191, MCL 10.81 to 10.87, I order the following:

1. A state of energy emergency is declared across the State of Michigan.
2. Motor carriers and drivers transporting propane and heating oil are exempt from compliance with MCL 480.11a and any other applicable state statute, order, or rule substantially similar to MCL 480.11a, and 49 CFR Part 395. Any provision of a state statute, order, or rule pertaining to the hours-of-service is suspended. This exemption and suspension apply to all highways in Michigan, including the national system of interstate and defense highways.
3. No motor carrier or driver operating under the terms of this order may require or allow an ill or fatigued driver to operate a motor vehicle. Any driver who informs a carrier that he or she needs immediate rest must be given at least ten consecutive off-duty hours before the driver is required to return to work.
4. Nothing in this order creates an exemption from applicable controlled substances and alcohol use and testing requirements (49 CFR Part 382 and any similar state statute, order, or rule); the commercial driver's license requirements (49 CFR Part 383 and any similar state statute, order, or rule); the financial responsibility requirements (49 CFR Part 387 and any similar state statute, order, or rule); driver qualifications (49 CFR Part 391); driving of commercial motor vehicle requirements (49 CFR Part 392); requirements for equipment, parts, and accessories necessary for the safe operation of vehicles (49 CFR Part 393); applicable size and weight requirements; or any portion of federal and state regulations not specifically identified.
5. Motor carriers or drivers currently subject to an out-of-service order are not eligible for the exemption and suspension until the out-of-service order expires or the conditions for rescission have been satisfied.
6. Upon expiration of this order, or when a motor carrier or driver ceases to provide direct assistance to the emergency relief effort, a driver that has had at least 34 consecutive off-duty hours must be permitted to start his or her on-duty hours and 60/70-hour clock at zero.
7. This order applies only to propane and heating oil. No other petroleum products are covered by the exemption and suspension under this order.
8. The Commercial Vehicle Enforcement Division of the Michigan Department of State Police must coordinate state compliance with this order.
9. This order is effective upon filing and remains in effect for the duration of the emergency or until Sunday, February 28, 2021, at 11:59 p.m., whichever comes first.

Gretchen Whitmer

Date: February 20, 2021

GRETCHEN WHITMER
GOVERNOR

Time: 9:44 a.m.

By the Governor



Suzanne Benson

SECRETARY OF STATE

FILED WITH SECRETARY OF STATE

ON 2/22/2021 AT 9:40 Am