Missouri Court of Appeals
Southern District

In Division

STATE OF MISSOURI EX. REL. ANDREW BAILEY, ATTORNEY GENERAL OF MISSOURI and, CHRIS CHINN, DIRECTOR of the MISSOURI DEPARTMENT OF AGRICULTURE,

Plaintiffs-Respondents,

And,

MANEVAL, INC. and CARSON MANEVAL,

Respondents-Respondents,

v.

FRIEDEN FARMS, LLC., and BRYNLEE FRIEDEN,

Intervenors-Appellants.

Number SD39068

Filed: October 6, 2026

APPEAL FROM THE CIRCUIT COURT OF JASPER COUNTY

Honorable Dean G. Dankelson, Judge

REVERSED AND REMANDED WITH INSTRUCTIONS

This action involves claims under the Missouri Grain Dealer Law ("MGDL") and the Missouri Grain Warehouse Law ("MGWL"). Appellants Frieden Farms, LLC and Brynlee Frieden (collectively "Frieden") appeal the trial court's judgment classifying their unpaid grain claims as valid deferred price contract claims that are not covered by Maneval, Inc. and Carson Maneval's (individually "Mr. Maneval") (collectively "Maneval") grain warehouse bond or grain dealer bond. Frieden claims their deferred price contracts with Maneval are invalid because they were not supported by consideration when they were executed as modifications to their existing storage agreements. Because the applicable statutes do not expressly alter the common law requiring consideration for contracts and the record shows no evidence of consideration for the modification of Frieden and Maneval's original storage agreements, we reverse and remand to the trial court with instructions to reclassify Frieden's deferred price contract claims as validated dealer and storage claims.

Factual Background and Procedural History

Grain Regulatory Service Audit

Prior to July 24, 2024, Mr. Maneval held a class I grain dealer license, which allowed him to purchase grain from Missouri grain producers, offer credit sales contracts, and deferred payment options. To renew his license, Mr. Maneval was required to submit an application and his year-end financials annually. The financials had to show a minimum of five percent of his grain purchases in his net worth. Before his last licensing period that began on August 1, 2023, Mr. Maneval exceeded those

requirements every year. On July 17, 2024, the Missouri Department of Agriculture Grain Regulatory Service (the "GRS") received a compiled statement of Mr. Maneval's year-end financials ending on March 31, 2024. These financials showed a "vastly significant drop in net worth and working capital" and the Missouri Department of Agriculture (the "Department") was not able to renew Mr. Maneval's license.

Eric Berwanger, Program Administrator for the GRS, met with Mr. Maneval, Mr. Maneval's brother, and audit supervisor Brian Stewart to discuss Maneval's financials on July 22, 2024. The GRS began an immediate audit of Maneval's records and facility. An on-site physical measurement of the grain Maneval had stored revealed an amount short of what was listed in Maneval's inventory. Maneval was short in corn, soybeans, and wheat and their "obligations to Missouri producers for stored grain exceeded [their] inventory of corn on site[.]" Mr. Maneval surrendered his class I grain dealer license on July 24, 2024.

On July 29, 2024, the Department filed a petition for appointment of a trustee and receiver to take possession of Maneval's grain, assets, and records. The trial court entered an order appointing a trustee and receiver on July 30, 2024. On July 31, 2024, the Department put out a press release announcing the receivership. The Department put out another press release on August 14, 2024, stating the GRS would be accepting claims from potential claimants with a claim period from August 19, 2024, to September

20, 2024. The Department also sent letters conveying the receivership and claims information to all known potential claimants.

The trial court entered an order on August 20, 2024, authorizing the Department to sell all Maneval's grain and deposit the proceeds from the sale into an interest-bearing escrow account. At the time of insolvency, there was a $100,000.00 warehouse bond and a $320,000.00 grain dealer bond with Nationwide and Travelers Insurance. A total of 88 claimants filed 117 claims against Maneval.

On December 2, 2024, the Department filed their verified motion seeking an order to disburse the funds from the sale of Maneval's grain. Frieden filed their objection to the Department's motion to disburse funds on January 3, 2025.

Frieden's Background and Claims

Brock Frieden ("Mr. Frieden") (on behalf of Frieden) and Maneval had been in business together for approximately twenty years before the facts relevant to this case occurred. Frieden delivered grain to Maneval to be stored on behalf of Frieden in exchange for Frieden paying storage rent in the amount of $0.05 per bushel of corn and $0.06 per bushel of soybeans. Every year, Maneval promised to store the delivered grain on behalf of Frieden until both parties mutually agreed to price the grain on a certain date. Maneval and Frieden made this same agreement (the "Storage Agreement") for 38,556.43 bushels of corn, 30,836.18 bushels of soybeans, and 1,518 bushels of soybeans delivered between July 2023 and March 1, 2024.

On April 10, 2024, Mr. Maneval contacted Mr. Frieden and told him the GRS auditors were “concerned with Maneval’s books and records” and asked Mr. Frieden to sign a document denominated as “Delay Price Agreements”. The Delay Price Agreement’s terms provided that the title and all rights of ownership of the Frieden grain would transfer to Maneval. Besides that, Frieden would pay the same storage rent and retain the right to price their grain at a mutually agreed upon date. Mr. Maneval contacted Mr. Frieden again “in a panic” on April 12, 2024, and asked him to sign the Delay Price Agreements immediately because the GRS auditors needed them. Mr. Frieden signed the agreements on behalf of Frieden on April 12, 2024.

Maneval and Frieden mutually agreed to price some of the grain on July 24, 2024, and Maneval provided Frieden with settlement sheets showing the price of the grain with the storage rent subtracted from the total. Maneval wrote Frieden two checks on July 24, 2024. One check was for $14,624.33 for 1,518.14 bushels of soybeans made out to Brynlee Frieden. One check was for $147,667.67 for 38,556.43 bushels of corn made out to Frieden Farms, LLC. Both checks bounced due to insufficient funds.

On July 26, 2024, Maneval provided Frieden with settlement sheets showing the price of all of Frieden’s grain Maneval had not already bought with the storage rent subtracted from the total. Frieden never received payment for the grain on the July 26, 2024 settlement sheets.

On August 12, 2024, Frieden received a letter from the GRS notifying them that the GRS had been appointed as trustee and receiver of Maneval and they were now accepting claims from Maneval's customers. Frieden Farms, LLC filed four claims: one for 28,841.73 bushels of soybeans, one for 1,994.45 bushels of soybeans, one for 38,556.43 bushels of corn, and one for 1,061.35 bushels of wheat. Brynlee Frieden filed one claim for 1,518.14 bushels of soybeans. All of Frieden's claims were timely filed within the claim period.

Following a hearing, the trial court entered its judgment classifying three of Frieden's unpaid claims as "validated deferred price" claims not covered under either Maneval's grain dealer or warehouse bonds.[1] This appeal followed.

Standard of Review

Our standard of review for court-tried cases is governed by Rule 84.13(d) and ***Murphy v. Carron***, 536 S.W.2d 30, 31-32 (Mo. banc 1976). *See* ***Oliver Firm, L.C. v. Hefner***, 732 S.W.3d 881, 884 (Mo. App. S.D. 2026). The trial court's judgment is affirmed unless "it is not supported by substantial evidence, it is against the weight of the evidence, or it erroneously declares or applies the law." ***Id***. This Court reviews the trial court's application of statutory requirements *de novo* as a question of law rather than fact. ***Doe v. St. Louis Cnty. Police Department***, 505 S.W.3d 450, 453 (Mo. App. E.D.

[1] The claims consisted of one claim for 38,556.43 bushels of corn, one claim for 28,356.24 bushels of soybeans, and one claim for 1,518.14 bushels of soybeans.

2016) (citing ***Doe v. Mo. State Hwy. Patrol Crim. Records Repository***, 474 S.W.3d 171, 174 (Mo. App. E.D. 2015)).

Analysis

Frieden asserts three points on appeal. Because points 1 and 2 are dispositive of this case, we need not review Frieden's third point. We review points 1 and 2 together because the issues presented therein are interrelated.

Missouri grain law is governed by two statutes: the MGDL and the MGWL. The MGDL applies "to all grain purchases where title to the grain transfers from the seller to the buyer within the state of Missouri." § 276.401.2.[2] The MGWL, on the other hand, applies "to the grain stored in or handled through a warehouse, or designated part thereof, as well to the operations of such warehouse whether or not any part of such grain is owned by the warehouseman." § 411.020.1.

While the applicable statutes in the MGDL and MGWL have varying names for deferred price contracts (deferred pricing agreements, price later contracts, no price established contracts, etc.) and the actual contracts at issue here are described as "Delay Price Agreements", the terms all refer to a similar type of agreement: a contract for the sale of grain where the seller and the buyer price the grain on a later date and title transfers from the seller to the buyer. See § 276.461.7, § 411.325.4, § 411.026(9). We use the general term "deferred price contract" here for ease of reference and

[2] Unless otherwise indicated, all statutory references are to RSMo 2016 (as amended through January 9, 2025).

consistency with the language in § 411.325.4 and § 276.461.7. *See* ***Woody v. Clark***, 725 S.W.3d 638, 642 (Mo. App. W.D. 2025) ("When two statutory provisions covering the same subject matter are unambiguous standing separately but are in conflict when examined together, a reviewing court must attempt to harmonize them and give them both effect.") (internal quotations and citation omitted). This is further consistent with the testimony of Mr. Berwanger, Program Administrator for the GRS, who described such agreements as "contracts" multiple times when explaining delayed pricing to the trial court:

> So delayed price is a very common practice in Missouri Grain Industry. As a matter [sic] fact, our auditors have audited 117 facilities since July 1st, indicating over 11 million bushels validated priced later claims. The priced later contract gives the farmer the benefit of benefiting from any increase in the market value of his crops from the time delivered until the execution of the contract. So a value priced contract must be in writing, and dated and signed by both parties, and it is required to have the statement that the producer is relinquishing all rights and title to the grain at the time of the contract, and it is not covered by the Missouri Grain Dealer Bond.

Frieden claims the trial court erred by not considering common law contract principles that require an enforceable contract to be supported by consideration. Frieden further argues that their unpaid grain claims were improperly classified as deferred price contract claims and should have been classified as dealer claims and storage claims because the Delay Price Agreements, purportedly modifying the existing Storage Agreement into deferred price contracts, are invalid due to a lack of consideration.

Statutory Modification of Common Law

We first must consider whether common law contract principles apply under the applicable statutes before we consider whether there is consideration for the purported deferred price contracts set forth in the Delay Price Agreements. "Under Missouri law, the essential elements of a contract are: (1) competency of the parties to contract; (2) subject matter; (3) legal consideration; (4) mutuality of agreement; and (5) mutuality of obligation***." Soybean Merchandising Council v. AgBorn Genetics, LLC***, 534 S.W.3d 822, 829 (Mo. App. W.D. 2017) (quoting ***Building Erection Services Co. v. Plastic Sales & Mfg. Co., Inc***., 163 S.W.3d 472, 477 (Mo. App. W.D. 2005)).

The statute governing deferred price contracts under the MGDL (§ 276.461.7) states:

> Notwithstanding any provisions of this section, in the case of valid deferred price contracts the seller of grain shall have no right of recovery under the grain dealer's surety bond. **Deferred price contracts shall be in writing, dated, and shall contain a statement informing the seller that the seller is relinquishing title and all rights of ownership in the grain, that the grain dealer is not required to carry bond on the grain for the benefit of the seller**, and that the payment for the grain becomes a common claim against the grain dealer. Only a class I grain dealer may enter into deferred price contracts.

(Emphasis added).

The MGWL statute governing deferred price contracts (§ 411.325.4) reads as follows:

> A warehouseman and a seller of grain may agree that payment or pricing of the seller's grain be deferred to a future date. **The agreement shall be in writing, dated and shall contain a statement informing the seller that the seller is relinquishing title and all rights of ownership in the grain.**

> The director may require any additional information from a warehouseman that he deems necessary to protect the interests of the seller of grain in these transactions. Failure to provide such additional information, upon request, shall be deemed a violation of this chapter. Grain received under a deferred payment or deferred pricing agreement under the provisions of this section shall not be deemed to be stored grain. **For the purposes of this section, minimum price, deferred price and deferred payment contracts are not deemed valid unless they contain all the statements required by section 276.461 and are signed by both the buyer and seller or their authorized representatives. Grain represented by an invalid deferred pricing contract shall be deemed storage grain for the purposes of this chapter.** Grain represented by an invalid deferred payment contract shall be deemed storage grain for the purposes of this chapter if payment has not been made within one hundred eighty days of delivery as required in subsection 2 of this section. Only class I grain dealers may enter into deferred price, minimum price or deferred payment agreements.

(Emphasis added).

The MGWL also provides an express definition of a "deferred pricing agreement", which states:

> a conditional grain sales transaction wherein no price has been established on the grain, the seller retains the right to price the grain later at a mutually agreed-upon method of price determination. **Deferred pricing agreements include, but are not limited to, contracts commonly known as no price established contracts, price later contracts, and basis contracts on which the purchase price is not established at or before delivery of the grain.** Ownership of the grain, and the right to sell it, transfers from seller to buyer **so long as the conditions specified in section 276.461 and section 411.325 are met**[.]

§ 411.026(9) (emphasis added).

The trial court found Frieden's unpaid claims for 38,556.43 bushels of corn, 28,356.24 bushels of soybeans, and 1,518.14 bushels of soybeans are deferred price

contract claims because the Delay Price Agreements between Frieden and Maneval fulfilled the requirements of § 276.461.7 and § 411.325.4. Therefore, the trial court reasoned, Frieden's grain that was covered under the Delay Price Agreements was now considered purchased grain instead of storage grain because the title transferred to Maneval and carried no bond coverage under the MGDL or MGWL. The trial court further held that because the Delay Price Agreements between Maneval and Frieden contained the required terms under § 276.461.7 and § 411.325.4, general contract law principles did not apply, and their relationship is governed only by the MGDL and the MGWL. We disagree.

"It is well established that the legislature has the authority to modify common law rules … [h]owever, it must do so expressly or by necessary implication; otherwise the common law rule remains valid." ***Jameson v. Still***, 643 S.W.3d 306, 309 (Mo. banc 2022) (internal quotations and citations omitted). "[N]o statute should be construed to alter the common law further than the words import." ***Rasmussen v. Illinois Cas. Co.,*** 628 S.W.3d 166, 180 (Mo. App. W.D. 2021) (citing ***Estate of Williams v. Williams***, 12 S.W.3d 302, 307 (Mo. banc 2000)). "Where doubt exists about the meaning or intent of words in a statute, the words should be given the meaning which makes the least, rather than the most, change in the common law." ***Id***.

"When the legislature enacts a statute referring to terms which have had other judicial or legislative meaning attached to them, the legislature is presumed to have

acted with knowledge of that judicial or legislative action." ***Citizens Elec. Corp. v. Dir. of Dept. of Rev.***, 766 S.W.2d 450, 452 (Mo. banc 1989) (citing ***Hudson v. School Dist. of Kansas City***, 578 S.W.2d 301, 311 (Mo. App. W.D. 1979)).

> [B]ecause the legislature is presumed to be aware of the state of the law at the time it enacts a statute, a fundamental rule of construction is that statutes are to be construed with reference to the principles of common law in force at the time of their passage, and statutes are not to be interpreted as effecting any change in the common law unless clearly so indicated in the statute.

Hopfer v. Neenah Foundry Co., 477 S.W.3d 116, 126 (Mo. App. E.D. 2015) (citing ***Martinez v. State***, 24 S.W.3d 10, 17-18 (Mo. App. E.D. 2000)) (internal quotations omitted).

Because we presume the General Assembly acted with knowledge of the judicial and legislative meanings of the term "contract," we hold that the specific use of this term indicates the legislature acted with intent to preserve the common law definition of a "contract" in enacting § 276.461.7 and § 411.325.4. Such interpretation is reinforced by § 411.325.2(2) of the MGWL, which sets forth exceptions for when grain received is not deemed to be "storage grain," and provides that "[i]f payment [for grain] is not so made within one hundred and eighty days of delivery, *a formal written contract as provided for in subsection 4* of this section shall be executed." (emphasis added). The trial court relied on the requirements of subsection 4 of § 411.325 in determining that the Delay Price Agreements executed by Frieden were not "contracts" under the common law. Certainly, such a finding is inconsistent with the plain language in

subsection 2 that describes agreements under subsection 4 as "formal written contracts."

The common law meaning of the word "contract" includes a requirement that such agreements be supported by consideration, even when modifying an existing contract. While the statutes at issue expressly set out certain requirements for a valid deferred price contract, the statutes are silent on the matter of consideration. Pursuant to the authorities cited above, we must construe the statutes in a way that modifies the common law the least, rather than the most.

Requiring contracts that are governed by specific statutes to also adhere to common law contract requirements is not a new phenomenon. For example, the Missouri statute of frauds (§ 432.010) requires that contracts which are "not to be performed within one year from the making thereof … shall be in writing and signed by the party to be charged therewith[.]" However, our courts do not presume that being signed and in writing are the *only* requirements for such contracts to be valid. These contracts must still meet the common law requirements of contract formation. *See* ***Johnson v. Cook***, 167 S.W.3d 258, 262 (Mo. App. E.D. 2005) ("To satisfy the statute of frauds, a writing must contain the essential terms of the contract, including the parties, the subject matter, the consideration or price, and the promises on both sides.").

The same is true for arbitration agreements under § 435.460, which have numerous requirements to be valid, including but not limited to the inclusion of

"adjacent to, or above, the space provided for signatures a statement, in ten point capital letters, which read substantially as follows: 'THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.'" However, these are not the only requirements for a valid arbitration agreement, which must still fulfill the common law requirements of contract formation in addition to the requirements under the statute. *See* ***Robinson v. Title Lenders, Inc***., 364 S.W.3d 505, 510 (Mo. banc 2012) ("Missouri contract law applies to determine whether the parties have entered a valid agreement to arbitrate.") (quoting ***State ex rel. Vincent v. Schneider***, 194 S.W.3d 853, 856 (Mo. banc 2006)).

We apply the same logic to the requirements for deferred price contracts in § 276.461.7 and § 411.325.4. While both the MGDL and MGWL list specific requirements that must be contained in a valid deferred price contract, such requirements are in addition to existing common law requirements for contract formation.

Furthermore, while § 276.461.7 and § 411.325.4 list the required contents for valid deferred price contracts, neither statute states that the listed requirements are the *only* items that must be in a valid deferred price contract. Due to the legislature's intentional and repeated use of the term "contract" in both of these statutes, and absent either an express modification of the common law or modification by necessary implication, the common law requirements of contract formation apply to these Delay Price Agreements, and we evaluate them through that lens.

Absence of Consideration for Frieden and Maneval's Deferred Price Contract

A modification of a previous contract must be based on mutual assent and supported by consideration to be enforceable. ***Woodson v. Bank of America, N.A***., 602 S.W.3d 316, 325 (Mo. App. E.D. 2020) (citing ***Kells v. Mo. Mnt. Prop., Inc***., 247 S.W.3d 79, 84 (Mo. App. S.D. 2008)).

> Consideration exists where there is a detriment to the promisee or a benefit to the promisor. Consideration may consist of a loss, forbearance, or responsibility given or undertaken by one party, or a profit, benefit, right, or interest accruing to another party. Even a small consideration is sufficient to support a contract.

Kells, 257 S.W.3d at 84 (internal citations and quotations omitted).

Generally, a contract that imposes a legal duty or liability on each party as mutual promises is supported by consideration. ***State ex rel. Alst v. Harrell***, 528 S.W.3d 442, 446 (Mo. App. W.D. 2017) (citing ***Frye v. Speedway Chevrolet Cadillac***, 321 S.W.3d 429, 438 (Mo. App. W.D. 2010)). "Legal consideration contemplates two parties and ordinarily some consideration must flow from both parties." ***Wages v. Young***, 261 S.W.3d 711, 716-17 (Mo. App. W.D. 2008) (quoting ***Sumners v. Service Vending Co***., 102 S.W.3d 37, 41 (Mo. App. S.D. 2003)). However, "[a] promise to carry out an already existing contractual duty does not constitute consideration." ***Id.*** at 717 (quoting ***Eiman Brothers Roofing Sys., Inc. v. CNS Int'l Ministries, Inc***., 158 S.W.3d 920, 922 (Mo. App. W.D. 2005)).

Here, under Maneval and Frieden's original Storage Agreement, Frieden would pay storage rent in the amount of $0.05 per bushel of corn and $0.06 per bushel of soybeans. In exchange, Maneval stored Frieden's delivered grain until both parties mutually agreed on a date to price the grain. This Storage Agreement was in place for Frieden's 38,556.43 bushels of corn, 30,836.18 bushels of soybeans, and 1,518 bushels of soybeans delivered between July 2023 and March 1, 2024, and the record does not show any modification before April 10, 2024. When Maneval contacted Frieden on April 10, 2024, asking him to sign the Delay Price Agreements, this was a proposed modification of the existing Storage Agreement. Such a modification is a new contract that requires consideration to be enforceable.

Respondents claim Frieden received consideration for the modification from their storage arrangement into deferred price contracts under the Delay Price Agreements because Frieden was given the opportunity to price their grain at the time of their choosing. However, the record establishes that Frieden already had this right under the Storage Agreement between Maneval and Frieden that had been in place for approximately twenty years before April 12, 2024. Under the Storage Agreement, Frieden paid the same price per bushel for Maneval to store their grain and had the same right to price their grain at a time when it would benefit Frieden to sell. If the Delay Price Agreements are valid, then Frieden gave up the title to their grain and lost the protection of Maneval's bonds, but Maneval took on no additional obligation and

conferred no additional benefit to Frieden under the Delay Price Agreements. There is no consideration on Maneval's part for the Delay Price Agreements because they did not promise anything beyond their already-existing contractual obligations under the Storage Agreement. *See* ***Wages***, 261 S.W.3d at 717 ("[a] promise to carry out an already existing contractual duty does not constitute consideration"). Therefore, the attempted modification of Frieden and Maneval's Storage Agreement by and through the Delay Price Agreements is unenforceable.

In light of the invalidity of the Delay Price Agreements, we must still resolve how the three claims at issue should be categorized under the MGWL and MGDL. Frieden Farms, LLC's claim for 28,356.24 bushels of soybeans should be classified as a storage claim under § 411.325.4, which states "[g]rain represented by an invalid deferred pricing contract shall be deemed storage grain for the purposes of this chapter." As we hold the deferred pricing contracts in this case are invalid and there is no evidence that the soybeans at issue were ever priced or sold, such grain is properly classified as storage grain.

Brynlee Frieden's claim for 1,518.14 bushels of soybeans and Frieden Farms, LLC's claim for 38,556.43 bushels of corn requires additional analysis. As both claims were the subject of invalid deferred pricing contracts, the default rule under § 411.325.4 would ordinarily require such claims to be "deemed storage grain." In this case, however, the record establishes that Maneval and Frieden mutually agreed to price the

grain subject to these claims on July 24, 2024, with Maneval providing settlement sheets showing the price of the grain with the storage rent subtracted from the total. That same day, Maneval wrote two checks to pay for the grain. One check was for $14,624.33 for 1,518.14 bushels of soybeans made out to Brynlee Frieden. The other check was for $147,667.67 for 38,556.43 bushels of corn made out to Frieden Farms, LLC. Both checks bounced due to insufficient funds.

The subsequent pricing and sale of the grain at issue in these claims is consistent with the requirements of § 276.461, and thus these claims should be treated as dealer claims under the MGDL. Such analysis is consistent with the Missouri Department of Agriculture's regulations with respect to the MGDL, which state that:

> [f]or the purposes of determining coverage under the licensed grain dealer's security, grain for which a check was issued as payment by a licensed grain dealer that was not paid by the grain dealer's bank, for whatever reason, shall be deemed to be a *grain dealer obligation* as if the check was never written (priced but unpaid, deferred payment, delayed price, or minimum price).

2 CSR 60-5.020 (2024) (emphasis added).[3]

We hold that the trial court erroneously applied the law in determining that the Delay Price Agreements at issue were valid and classifying the contested claims as deferred price contract claims. Based on our analysis, the contested claims should be classified as follows:

[3] While 2 CSR 60-5.020 (2024) has subsequently been amended, we consider the language of the regulation that was in effect at the time of the events in this case.

1. Brynlee Frieden's claim for 1,518.14 bushels of soybeans should be classified as a dealer claim;

2. Frieden Farms, LLC's claim for 38,556.43 bushels of corn should be classified as a dealer claim; and

3. Frieden Farms, LLC's claim for 28,356.24 bushels of soybeans should be classified as a storage claim.

Points 1 and 2 are granted.

Conclusion

We reverse the trial court's judgment and remand with instructions to reclassify Frieden's grain claims as stated above and for further proceedings consistent with this opinion.

MATTHEW P. HAMNER, J. – OPINION AUTHOR

JACK A.L. GOODMAN, J. – CONCURS

JENNIFER R. GROWCOCK, J. – CONCURS