

VIRGINIA:

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY

**In re:
Multi-Circuit Episcopal Church
Litigation**

)
) **Civil Case Numbers:**
) CL 2007-248724,
) CL 2006-15792,
) CL 2006-15793,
) CL 2007-556,
) CL 2007-1235,
) CL 2007-1236,
) CL 2007-1237,
) CL 2007-1238,
) CL 2007-1625,
) CL 2007-5249,
) CL 2007-5250,
) CL 2007-5362,
) CL 2007-5363,
) CL 2007-5364,
) CL 2007-5682,
) CL 2007-5683,
) CL 2007-5684,
) CL 2007-5685,
) CL 2007-5686,
) CL 2007-5902,
) CL 2007-5903, and
) CL 2007-11514

**TRURO CHURCH'S SUPPLEMENTAL BRIEF ON WHETHER THE
CHRIST THE REDEEMER EPISCOPAL CHURCH'S CONVEYANCE OF CHURCH
PROPERTY TO TRURO IS SUBJECT TO TRURO'S §57-9 PETITION**

Truro Church, by its counsel, hereby files this supplemental brief on issues concerning the timing of conveyance of certain property gifted by deed to Truro Church by Christ the Redeemer Episcopal Church in December 2006, and its applicability to Truro's §57-9 Petition, as requested by the Court at the September 19, 2008, Hearing.

I. ISSUES TO BE ADDRESSED

Based on a review of the September 19 Hearing Transcript,¹ and in particular the exchange between Ms. Heather Anderson, Esquire and the Court regarding additional issues to be resolved at the October 2008 trial, Truro Church understands that the Court desires additional briefing on whether certain property that Christ the Redeemer Episcopal Church transferred to Truro Church by Deed of Gift on December 13, 2006 is subject to Truro's §57-9 Petition. Part and parcel to this overriding question are the following issues to be addressed below:

- A. Whether a subsequent "Deed of Correction," filed by Christ the Redeemer Episcopal Church on December 21, 2006 for the purpose of correctly identifying the intended grantee, was valid so as to effect a transfer of the church property to the Trustees of Truro Church?
- B. Whether the Deed of Correction of December 21, 2006 relates back to the original Quitclaim Deed of Gift dated December 13, 2006, so as to place title of the transferred property in the name of the Trustees at the time of Truro's disaffiliation vote?

As set forth in detail below, the answer to both these questions is unequivocally "yes," thus rendering the property transferred by Christ the Redeemer Episcopal Church to Truro Church by Deed of Gift on December 13, 2006 subject to Truro's §57-9 Petition.

II. PERTINENT FACTUAL BACKGROUND

The evidence at trial will show that Christ the Redeemer Episcopal Church ("Christ the Redeemer") was founded as a mission of Truro Church in September 1993. *See* August 15, 1997

¹ A copy of the transcript from the September 19, 2008 hearing is attached as Exhibit A.

Memo of Christ the Redeemer Episcopal Church, attached as Exhibit B hereto. The initial funding was provided by Truro Church, and the mission grew out of a study conducted by Truro which sought new ways to reach the community through mission church planting. *Id.*

Under the Diocese's Constitutions and Canons, Truro Church, as the founding church, was responsible for the debts and liabilities of its mission churches. *See* Constitutions and Canons of the Diocese of Virginia, Canon 10, § 8(a), attached as Exhibit C hereto. The core group for the Christ the Redeemer Episcopal Church mission church consisted primarily of Truro members who met regularly together in three home-based fellowship groups in the Centreville area. *See* Exhibit B. By September 1994, the group started holding Sunday services at Willow Springs Elementary School. *Id.*

The evidence will further show that from 1994 through 1997, Christ the Redeemer Episcopal Church experienced steady growth in the number of its worshippers. *Id.* In an effort to continue to build the congregation, and given the space limitations of its then current worship facility, in 1997 Christ the Redeemer Episcopal Church purchased a plot of undeveloped land in Centreville, Virginia for the purpose of erecting a new church. *Id.* But given the significant issues in the Diocese in the wake of the Episcopal Church's 2003 General Convention, Christ the Redeemer Episcopal Church began to have serious challenges regarding its viability and hence its ability to move forward with any type of building program or construction. In particular, its membership began to drop precipitously.

As the evidence will show, based on these changing circumstances, in September 2006, Christ the Redeemer Episcopal Church voted to authorize its vestry to "wind-up" its operations and dissolve its church. *See* Resolutions of the Vestry Committee of Christ the Redeemer Episcopal Church, attached as Exhibit D hereto. In furtherance of same, and pursuant to Christ

the Redeemer Episcopal Church's "Transfer Resolution" adopted to authorize the transfer of its undeveloped church property to Truro Church as its founding church, *Id.*, on September 22, 2006, the Trustees of Christ the Redeemer Episcopal Church, by and through counsel, filed a Petition for Leave to Make a Gift of Church Property in accordance with §57-15 of the Code of Virginia. *See Exhibit E*, attached hereto. The Petition specifically requested that the Court authorize the Trustees "to make a gift of and transfer . . . [church] Property . . . to Truro Church, a church organized as a Virginia nonstock religious corporation" *Id.* In support of the Petition, and as evidence of the wishes of the congregation and duly constituted church authorities to make a transfer of its property by gift to Truro Church, Affidavits of the Senior Warden and a Trustee, along with a copy of Christ the Redeemer Episcopal Church's Resolutions were attached to the Petition. *Id.*

On September 29, 2006, after finding that it was the wish of the constituted authorities of Christ the Redeemer Episcopal Church to make a gift of its land, the Court granted the Petition.² By Order of the same date, the Court authorized the Trustees of Christ the Redeemer Episcopal Church "to make a gift of and transfer the church property . . . to Truro Church, a church organized as a Virginia nonstock religious corporation" *See Court Order*, attached as Exhibit F hereto. Thereafter on December 13, 2006, the Trustees of Christ the Redeemer Episcopal Church conveyed the subject church property by Quitclaim Deed of Gift to Truro Church. *See Exhibit G*, attached hereto.

² Whatever the scope of Diocese Canon 15, § 2, attached as Exhibit K hereto, it does not purport to require Diocesan (or denominational) approval for the transfer of non-consecrated property such as that involved here. Diocese Canon 15, § 2 refers only to the "consent of the congregation," and approval of the appropriate court if required by law, in connection with transfers of non-consecrated property.

The evidence will show that at the time of the December 13, 2006 conveyance of Property, Truro Church, which had incorporated earlier in 2006, had By-laws in effect which mandated the method in which Truro Church was required to hold title to real property. *See* By-Laws of Truro Church, attached as Exhibit H hereto. The Bylaws of Truro Church confirm that the property of the “Corporation/Church” shall be held in trust by Trustees appointed by the Vestry of Truro Church. *Id.* at §9.9 (adopted May 23, 2006). Accordingly, while Christ the Redeemer Episcopal Church unilaterally conveyed the Property to Truro Church, as an incorporated entity, Truro Church was in fact unable to hold title to the Property under its own By-laws which mandated that title to real property be held by Trustees.

Meanwhile, from December 10 – December 17, 2006, Truro Church conducted the vote referenced in its Virginia Code § 57-9 Petition which was filed on December 18, 2006. Shortly thereafter, on December 21, 2006, and based upon realization that the operative By-laws of Truro Church require that title to property of Truro Church be held “in trust” by certain designated trustees, the Trustees of Christ the Redeemer Episcopal Church filed a Deed of Correction, *see* Exhibit I attached hereto, to cure this oversight and, pursuant to the Court’s prior approval of its request to make a gift of its land, to ensure the valid transfer of the property to Truro Church as intended by the initial deed. The Deed of Correction referenced the original Quitclaim Deed and specified that it was being made to “correctly identify the Grantee” named in the original deed. *Id.* The Deed of Correction further acknowledged that “Truro Church holds title to its real property through its trustees,” and accordingly, correctly identified “Truro Church

by its trustees Thomas D. Yates, Trustee and Warren A. Thrasher, Trustee as grantee (the “Grantee”).³ *Id.*

Notwithstanding the foregoing timeline of events, ECUSA and Diocese now seek to assert an untenable challenge against the validity of the December 21, 2006, “Deed of Correction.” Although not specifically articulated by either ECUSA or the Diocese at the most recent September 19, 2008, hearing, ECUSA and the Diocese’s position appears to be that the December 21, 2006 “Deed of Correction” was “ineffective” because 1) it did not constitute a permissible deed of correction under Virginia law; 2) the grantee on the December 13, 2006 Quitclaim Deed and subsequent December 21, 2006 Deed of Correction were not the same; and 3) the December 21, 2006 Deed of Correction violates §57-15 of the Virginia Code. *See Exhibit J* (August 7, 2008, supplemental discovery responses) attached hereto. In light of all these alleged deficiencies with respect to the Deed of Correction, ECUSA and the Diocese contend that the property gifted to Truro (the corporation) on December 13, 2006 was *not* held by Truro’s trustees at the time of its vote and therefore is not subject to Truro’s §57-9 petition.

But as set forth below, the December 21, 2006 Corrective Deed was not only *valid* in all respects, but *related back* to the date of the Original Quitclaim Deed so as to effect a lawful transfer of the Christ the Redeemer Episcopal Church Property to the Trustees of Truro Church as of December 13, 2006, thus rendering this property subject to Truro’s §57-9(A) Petition.

³ In reality, and as the evidence at trial will show, the “Grantee” under both deeds was in fact the same. It was only the method by which Truro Church was to hold title to the Property that was corrected by the Deed of Correction so that the conveyance to Truro Church would comply with Truro Church’s By-laws.

III. ARGUMENT

A. **Trustees of Christ the Redeemer Episcopal Church Obtained Requisite Court Approval Pursuant to §57-15 to Gift Church Property to Truro Church**

Before trustees – in whom legal title to church property is vested – can sell, encumber, improve, or make a gift or exchange of such property, the transfer must be approved to ensure that such action comports with the wishes of the congregation. *See generally, Norfolk Presbytery v. Bollinger*, 214 Va. 500, 201 S.E.2d 752 (1974); *see also* Va. Code Ann. §57-15. Historically in Virginia, churches could not hold title to real property in their own names; therefore congregations appointed trustees to hold the legal title of real estate conveyed to the church. In such situations “the trustees of a church merely [held] the legal title to the real estate conveyed, devised, or dedicated for the use and benefit of the religious congregation, at whose instance they [were] appointed, and [they had] no power of their own volition, and in their capacity as trustees to either alien[ate] or encumber such real estate.” *Globe Furniture Co. v. Trustees of Jerusalem Baptist Church*, 103 Va. 559, 49 S.E. 657 (1905); *see also Cain v. Rea*, 159 Va. 446, 457, 166 S.E. 478, 482 (1932). Moreover, any transfer of the title of property being held by the trustee had to be approved by the religious congregation for whose benefit the property was being held. Against this historical backdrop statutes were passed requiring a showing that it was the congregation’s wish to transfer of title. Section 57-15 of the Code of Virginia was born of these statutes.

In pertinent part, §57-15 provides that:

The trustees of such a church diocese, congregation, or church . . . in whom is vested the legal title to such land . . . may file their petition in the circuit court of the county or the city wherein the land, or the greater part thereof held by them as trustees, lies . . . asking leave to sell, . . . make a gift of, or exchange the land. . . . **Upon evidence being produced before the court that it is the wish of the congregation, or**

church or religious denomination or society, or branch or division thereof, or the constituted authorities thereof having jurisdiction in the premises, or of the governing body of any church diocese, to sell, . . . make a gift of, or improve the property . . . the court shall make such order as may be proper, providing for the sale of such land, or a part thereof, or that the same may be . . . given as a gift . . . for the proper investment of the proceeds.

(emphasis added).

Although the Virginia Supreme Court has interpreted the language of this statute to require a showing that a church property transfer “is the wish of the duly constituted church authorities having jurisdiction in the premises.” *Norfolk Presbytery*, 214 Va. at 502, 201 S.E.2d at 754 (1974); *see also Green v. Lewis*, 221 Va. 547, 553, 272 S.E.2d 181, 184 (1980), the language of § 57-15 does *not* require court approval of the grantee; rather, the statute merely requires approval of the trustees’ wish to sell, encumber, improve, or make a gift of land to ensure that the trustees are acting in accordance with the wishes of the congregation or constituted authorities. Moreover, as set forth above, neither ECUSA’s nor the Diocese’s Constitutions and Canons required that Christ the Redeemer Episcopal Church seek approval of ECUSA or the Diocese to transfer the property at issue. *See* fn. 2, *supra*. Even under the broadest possible reading of the Church’s canons, neither ECUSA or the Diocese could be considered the “duly constituted authorities” required to approve the transfer of this non-consecrated property from Christ the Redeemer back to Truro Church, its founding church. Indeed, Diocese Canon 10, § 8, provided that Truro Church, as Christ the Redeemer’s founding church, “retain[ed] to itself such temporal functions as it deem[ed] proper and in any event shall be ultimately responsible for the temporal obligations of the Mission.”

In the present matter, the Trustees of Christ the Redeemer Episcopal Church properly filed a Petition seeking court approval of the transfer of church land pursuant to §57-15 of the

Virginia Code. The Fairfax County Circuit Court, based on a finding that it was the wish of the constituted authorities of Christ the Redeemer Episcopal Church to gift its land, entered a final Order⁴ on September 29, 2006 authorizing this gift. On December 13, 2006, Christ the Redeemer Episcopal Church sought to turn over the property to its founding church, Truro Church, by Deed of Gift pursuant to the Court's Order.

B. Deed of Correction was proper to remove doubts as to the operativeness of the original Quit Claim Deed and to convey title to Truro Church as intended

Just eight days following the filing of the Quitclaim Deed of Gift, and pursuant to the Court's approval of a gift of its church property, the Trustees of Christ the Redeemer Episcopal Church properly filed a Deed of Correction to "correctly identify" the Trustees of Truro Church as the Grantee for purposes of affirming its intent to transfer its property to Truro Church in a manner consistent with Truro's By-Laws.

Virginia courts have construed a corrective deed or deed of confirmation to be a deed that "affirms, corrects, ratifies or adds effectiveness or legality to an earlier deed, which is essential to make the earlier deed effective." *Continental Telephone Co. of Virginia v. Com. of Virginia*, 1982 WL 215179 (Va. Cir. Ct. 1982); *see also King v. Norfolk & W.R. Co.*, 90 Va. 210, 17 S.E. 868, 870 (1893) (a corrective deed is a "necessary supplement of the [original] deed" in order to "to correct a mistake, and to supply an omission in the [initial deed].") In determining the legal effect of a deed of confirmation, the Court in *Continental Telephone Co. of Virginia* stated:

A deed of confirmation is a conveyance which may be utilized in order to accomplish many purposes. For instances, it may be utilized in order to remove doubts as to the effectiveness or operativeness of a prior deed, . . .

⁴ A final order is one which disposes of the whole subject, gives all the relief contemplated, and leaves nothing to be done in the cause save to superintend ministerially the execution of the order. *Daniels v. Truck & Equip. Corp.*, 205 Va. 579, 139 S.E.2d 31 (1964).

it may be used to ratify a prior deed execut [sic] by an agent or a deed executed by one under a disability; or it may be used to correct a mistake in a prior deed.

Id. at *4 (citations omitted). Additionally, a deed of confirmation or corrective deed may be appropriately used to convey title to land as intended when the true intent of the grantor is not accurately reflected in the original deed. 23 Am. Jur. 2d Deeds § 272 (2008), *see also Anderson v. Edwards*, 37 Va. Cir. 52 (1995) (confirming the importance of the grantor's intent when trying to determine what property was conveyed in a deed); *Gallups v. Kent*, 953 So.2d 393 (Ala. 2006) (noting that a grantor may reform a deed to reflect the parties' original intent by executing a subsequent deed).

As in each of the above-described usages, the Deed of Correction filed by the Trustees of Christ the Redeemer Episcopal Church in the instant matter created for the purpose of "correcting a mistake" in the original Quitclaim Deed of Gift so as to accurately reflect Christ the Redeemer Episcopal Church's intent to convey title to its property to Truro Church in a manner consistent with the latter's By-laws. The December 21, 2006, Deed of Correction clearly states that the "original deed did not correctly identify the Grantee," and confirms further that the deed was made to correctly name the Trustees of Truro Church as the Grantee and to "confirm such conveyance unto Grantee." Moreover, the evidence will show that it was the intent of Christ the Redeemer Episcopal Church to gift the property to Truro Church, to be held by Truro in any manner Truro deemed appropriate. As to the latter, Truro Church, by virtue of its Bylaws, can only hold property through duly appointed trustees and not in its capacity as a corporation. Thus, in order to complete the original Quitclaim Deed as an effective instrument for its intended purpose, the Deed of Correction was necessary to supply an omission to the initial deed – namely, the inclusion of the term "trustees" with respect to the identity of the Grantee.

Accordingly, it follows that the Deed of Correction in this instance was appropriately utilized to correct a mistake in the original quitclaim deed of December 13, 2006, to clarify the intent of the Grantor, and to ensure a valid transfer of the church property to Truro consistent with its By-Laws.

Moreover, the limited change effectuated by the Deed of Correction did *not* exceed the scope of the Court's initial authority granted to the Trustees of Christ the Redeemer Episcopal Church with respect to the conveyance of its church property to Truro. The applicable Order clearly authorized the transfer of the designated church property by gift, and the Deed of Correction did nothing to change the description of the property or the method by which the property was transferred.⁵ Nor did the Deed of Correction "change" the identity of the intended grantee. Rather, the correction simply clarified *the manner in which title to the property would be held by the same initially-named grantee* – Truro Church. This was particularly appropriate in light of Diocese Canon 10, § 8, which provided that Truro Church, as Christ the Redeemer's founding church, was "ultimately responsible for the temporal obligations of [Christ the Redeemer]." Accordingly, the Trustees of Christ the Redeemer Episcopal Church did not need, nor were otherwise required, to re-seek leave of court under §57-15 prior to filing the Deed of Correction.⁶

⁵ The description of the land remained the same, and the land was still being gifted. If the Deed of Correction sought to sell the property then approval under §57-15 would have almost certainly been required to ensure that the proceeds from the sale were properly invested. *See* VA CODE §57-15 (2008).

⁶ Any arguments to contrary would require significant expansion of the scope of §57-15. As noted above, nothing in § 57-15 requires the court to verify the approval of the entity or party receiving the property.

Any assertion by ECUSA or the Diocese that the Trustees of Christ the Redeemer Episcopal Church were required to re-seek approval of the circuit court to execute the Deed of Correction, when the Deed of Correction merely clarified the mode that the Truro Church held the property, is the height of form over substance. The plain fact is that the purpose of Va. Code § 57-15 is to ensure that property owned by churches is not conveyed by its trustees without proper authority. That authority was already given and vested in the Trustees of Christ the Redeemer Episcopal Church. Nothing more needed to be done other than to correct the transfer to ensure compliance with Truro Church's By-laws.

2. Where the December 21, 2006 Deed corrected a mistake in the original Quitclaim Deed involving the same parties and same transaction, the Corrective Deed relates back to the date of the Original December 13, 2006 Deed

Where the original and corrective deed embrace “the same subject matter, between the same parties, and [relate] only to the same transaction,” both deeds are deemed valid conveyances and the court may construe them together as one deed in ascertaining the intent of the parties. *King*, 90 Va. 210, 17 S.E. at 870; *see also Bigger v. Underwood*, 88 Kan. 325, 128 P. 187 (1912) (*citing King v. Norfolk & W.R. Co., supra*), and *Golden v. Hayes*, 277 So.2d 816 (Fla. Dist. Ct App. 1973) (finding that deed containing an incorrect description or a misspelling of names may be corrected by correction deed and further that original deed and corrective deed will be construed together).⁷ Under such circumstances, a correction deed is generally deemed to relate back to the date of the first deed which it purports to correct. *See Continental Telephone Co. of Virginia*, 1982 WL 215179, *4, *citing Hall v. Wright*, 137 Ky. 39, 127 S.W. 516,

⁷ *See also* 26 A C.J.S. Deeds §43, which provides, in relevant part that “[w]here there is no fraud and the rights of third persons have not intervened, and equity could have reformed the deed, it may be amended by a subsequent instrument so as to effectuate the intention of the parties”

517(Ky.App. 1910); *see also Borden v. Hall*, 255 S.W.2d 920 (Tex. Civ. App. Beaumont 1951), writ refused n.r.e., (Nov. 26, 1952); *see also Barret v. Hickman*, 3 So.2d 901 (La. Ct. App.2d Cir. 1941).

For example, in *Continental Telephone Co. of Virginia*, the Circuit Court for the City of Richmond noted that when a corrective deed is necessary to cure a defect in the original deed and the two deeds are thereafter construed together, then the corrective deed relates back to the original deed. 1982 WL 215179 at *4. Other jurisdictions have reached the same conclusion on this point. For example, the Court of Appeals of Idaho has noted that “[t]he doctrine of relation back permits a party to a conveyance of real property to correct an erroneous legal description in the original deed by filing a subsequent or ‘correction’ deed; the correction then becomes effective as of the date of the original deed.” *Sartain v. Fidelity Financial Servs. Inc.*, 775 P.2d 161, 164 (Idaho Ct. App. 1989) (*citing Parker v. McKinnon*, 353 S.W.2d 954 (Tex. App. 1962), 23 Am. Jur. 2d Deeds §§331, 334 (1983)), *see also* 26A C.J.S. Deeds § 166 (2008).

Here, as discussed *infra*, the December 21, 2006 Deed of Correction was necessary to correct the manner in which the designated Grantee (i.e., Truro Church) would hold title to the property so as to give effect to the parties’ intent. Under such circumstances, and based on the foregoing authorities, the December 21, 2006 Deed of Correction should be deemed to relate back to the date of the Original Quitclaim Deed, thus making the correction effective as of December 13, 2006. Thus, under properly-applied relation back principles, and contrary to ECUSA and the Diocese’s assertions, the Trustees of Truro Church *did* hold title to the Christ of Redeemer property at the time of Truro’s vote and prior to the filing of Truro’s §57-9 Petition.

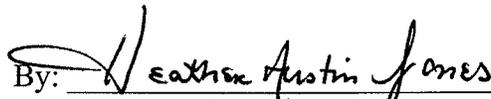
IV. CONCLUSION

In sum, and as the evidence will demonstrate at trial, the December 21, 2006 Deed of Correction was necessary and properly utilized to affirm the intent of Christ the Redeemer Episcopal Church to transfer title of its property to Truro Church, and to do so in a manner consistent with Truro's By-Laws. In construing the two deeds together as one deed, it is clear that the Deed of Correction did not seek to *change* the Grantee in the original Quitclaim Deed, but merely clarified the manner in which the *same* Grantee would hold title to the property. As such, the December 21, 2006 Corrective Deed was *valid* so as to effect a lawful transfer of the Christ the Redeemer Episcopal Church property to the Trustees of Truro Church as of December 13, 2006, thus rendering the property subject to Truro's §57-9(A) Petition.

Dated: September 23, 2008

Respectfully submitted,

SANDS ANDERSON MARKS & MILLER

By: 

J. Jonathan Schraub (VSB # 17366)
George O. Peterson (VSB # 44435)
Heather Austin Jones (VSB #48431)
Tania M. L. Saylor (VSB # 65904)
1497 Chain Bridge Road, Suite 202
McLean, VA 22101
703-893-3600 (telephone)
703-893-8484 (facsimile)
*Counsel for Truro Church and its Related
Trustees*

WINSTON & STRAWN

Gordon A. Coffee (VSB #25808)
Gene C. Schaerr
Steffen N. Johnson
Andrew C. Nichols (VSB #66679)
1700 K Street, N.W.
Washington, DC 20006-3817
(202) 282-5000 (telephone)
(202) 282-5100 (facsimile)
*Counsel for Truro Church and its Related
Trustees*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of September, 2008 a copy of the foregoing Supplemental Brief of Truro Church was sent by electronic mail and first-class mail, postage prepaid, to:

Bradfute W. Davenport, Jr., Esquire
George A. Somerville, Esquire
Joshua D. Heslinga, Esquire
TROUTMAN SANDERS, LLP
P.O. Box 1122
Richmond, VA 23218

Mary C. Zinsner, Esquire
TROUTMAN SANDERS, LLP
1660 International Drive, Suite 600
McLean, VA 22102

Edward H. Grove, III, Esquire
BRAULT PALMER GROVE
WHITE & STEINHILBER, LLP
3554 Chain Bridge Road, Suite 400
Fairfax, VA 22030

Heather H. Anderson, Esquire
Adam M. Chud, Esquire
Soyong Cho, Esquire
GOODWIN PROCTER, LLP
901 New York Ave., N.W.
Washington, D.C. 20001

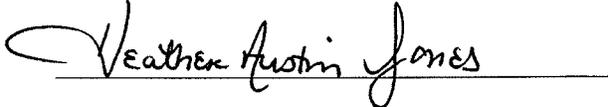
Robert C. Dunn, Esquire
Law Office of Robert C. Dunn
P.O. Box 117
Alexandria, VA 22313-0117

William E. Thro, Esquire
Stephen R. McCullough, Esquire
Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219

With a courtesy copy by electronic mail and
hand-delivered to:

All CANA Counsel

Sara G. Silverman
Law Clerk to the Honorable Randy I. Bellows
4110 Chain Bridge Road
Fifth Floor Judges' Chambers
Fairfax, VA 22030

A handwritten signature in cursive script that reads "Heather Austin Jones". The signature is written in black ink and is positioned above a solid horizontal line.

Heather Austin Jones