IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

RENÈ SIMON CRUZ, JR., an individual, and ESPERANZA ENTERPRISES, LLC, a Delaware limited liability company,	)	
Plaintiffs,	)	
v.	)	C.A. No. 2020-0013-KSJM
RENA DILLON CRUZ,	)	
Defendant,	)	
and	)	
CRUZ MINERAL INVESTMENTS, LLC, a Delaware limited liability company,	)	
Nominal Defendant.	)	

ORDER RESOLVING TECHNICAL CLAIMS & DEFENDANT'S MOTION TO DISMISS OR STAY

1. Plaintiff Renè Simon Cruz, Jr. ("Renè") and Defendant Rena Dillon Cruz ("Rena") are married but currently engaged in a divorce proceeding in California (the "Divorce Proceeding").[1] During their marriage, they set up various Delaware limited liability companies to manage land and mineral rights in Texas.

[1] C.A. No. 2020-0013-KSJM, Docket ("Dkt.") 124, Joint Pre-Trial Stipulation & Order ("PTO") at 10. This Order distinguishes the parties who share a last name by referring to them by their first names, as the parties do in their briefs. The Court intends no disrespect.

2. Nominal Defendant Cruz Mineral Investments, LLC ("Cruz Mineral") is a Delaware LLC formed in 2012.[2] Renè and Rena were appointed as the initial Managers of Cruz Mineral.[3]

3. Cruz Mineral is equally owned by two Delaware LLCs—Plaintiff Esperanza Enterprises, LLC ("Esperanza") and non-party Trees of Life, LLC ("Trees of Life").[4]

4. Esperanza is a Delaware LLC formed in 2014.[5] Renè was appointed as the initial Manager of Esperanza.[6] Esperanza is wholly owned by the Renè Cruz 2012 Delaware Grantor Trust ("Renè's Trust").[7] As of August 21, 2019, Renè's Trust had two trustees: Rena and non-party Stephen K. De Silva.[8]

5. Trees of Life is a Delaware LLC formed in 2014.[9] Rena was appointed as the initial Manager of Trees of Life.[10] Trees of Life is wholly owned by the Rena

---

[2] *Id.* at 7.

[3] *Id.*

[4] *Id.*

[5] *Id.* at 6.

[6] *Id.* at 7.

[7] *Id.*

[8] JX-75, Def.'s Suppl. & Am. Answers & Objs. to Pls.' First Set of Interrogs. Directed to Def. Rena Dillon Cruz at 6 (Interrog. No. 3).

[9] PTO at 9.

[10] *Id.*

Cruz 2014 Delaware Grantor Trust ("Rena's Trust").[11] As of August 21, 2019, Rena's Trust was managed by Rena and De Silva.[12]

6. On August 21, 2019, Rena and De Silva executed a writing that purported to remove Renè as Manager of Esperanza and replace him with De Silva (the "Esperanza Removal").[13] After the Esperanza Removal was executed, Rena, as Manager of Trees of Life, and De Silva, purportedly as Manager of Esperanza, executed a writing that removed Renè as Manager of Cruz Mineral (the "Cruz Mineral Removal").[14]

7. On January 8, 2020, Renè commenced litigation in this Court challenging the validity of the removals and seeking expedited proceedings.[15] On January 14, 2020, Renè amended his complaint to add additional claims against Rena for breach of fiduciary duty and wrongful removal.[16] In total, Renè brought six Counts:

- In Count I, Renè claims that Rena breached her fiduciary duties as Manager of Cruz Mineral.

[11] *Id.* at 9–10.

[12] *Id.* at 10. The trustee of Rene's Trust was the New York Private Trust Company, and the trust committee was comprised of Rena and De Silva. *Id.*

[13] JX-37, Removal and Replacement of Manager of Esperanza Enterprises, LLC at 1.

[14] *Id.* at 2.

[15] Dkt. 1, Verified Direct & Derivative Compl.

[16] Dkt. 18, Verified Am. & Suppl. Direct & Derivative Compl.

- In Count II, Renè claims that Rena breached the Cruz Mineral LLC Agreement.
- In Count III, Renè requests an accounting of Cruz Mineral.
- In Count IV, Renè claims that Rena breached her fiduciary duties as trustee of Renè's Trust.
- In Count V, Renè seeks a declaratory judgment that the Esperanza Removal was invalid.
- In Count VI, Renè seeks a declaratory judgment that the Cruz Mineral Removal was invalid.[17]

8. Rena moved to dismiss or stay this action in favor of the first-filed Divorce Proceeding (the "*McWane* Motion").[18] The Court granted expedited proceedings toward a trial on Counts V and VI (the "Technical Challenges") and agreed to hear argument contemporaneously on the *McWane* Motion on the day of trial.[19]

9. The Court held a one-day trial concerning the Technical Challenges and a hearing on the *McWane* Motion on August 7, 2020. By agreement of the parties, the trial was conducted on a paper record. The parties filed supplemental

[17] *Id.* ¶¶ 97–140.

[18] In briefing, Rena did not object to the Court resolving the Technical Challenges. *See* Dkt. 126, Suppl. Br. in Supp. of Def. Rena Dillon Cruz's Mot. to Dismiss or Stay in Favor of First-Filed Litig. ("Def.'s Suppl. Br.") at 1–2.

[19] In the interim, Rena purported to reappoint Renè to his Manager roles. PTO at 11. Renè then filed a second amended complaint challenging Rena's authority to execute the reappointments. Dkt. 76, Second Verified Am. & Suppl. Direct & Derivative Compl.

submissions concerning the *McWane* Motion on August 20, 2020. This Order addresses the Technical Challenges and the *McWane* Motion.

TECHNICAL CHALLENGES

10. Renè contends that the Esperanza Removal was invalid because Rena lacked the power to remove Renè and, alternatively, because Rena did not comply with the technical removal requirements. At the Cruz Mineral level, action by a Majority-in-Interest is required to effect removal of a Manager.[20] Esperanza owns 50% of the Cruz Mineral units, so a Manager of Cruz Mineral cannot be removed without the valid consent of Esperanza.[21] If the Esperanza Removal is invalid, then De Silva lacked the authority to act on behalf of Esperanza, rendering the Cruz Mineral Removal invalid.[22]

---

[20] The Cruz Mineral Operating Agreement states that "[a] Manager may be selected and removed at any time by Members owning more than 50% of the Units owned by Members." JX-2, Cruz Mineral Investments LLC Limited Liability Company Agreement § 2.01.

[21] *See* JX-79, Second Amendment to Limited Liability Company Agreement of Cruz Mineral Investments LLC at 3 (acknowledging Esperanza's 50% ownership in 2014); *see also* Dkt. 93, Pls.' Pre-Trial Br. at 5 (acknowledging that Esperanza still holds a 50% interest in Cruz Mineral); Dkt. 100, Def.'s Pre-Trial Answering Br. at 10 (same).

[22] The parties agree that the validity of the Cruz Mineral Removal hinges on the validity of the Esperanza Removal. *See* Pls.' Pre-Trial Br. at 5 ("Because the Esperanza Removal was invalid, the [Cruz Mineral] Removal is also invalid."); Dkt. 130, 8-7-20 Trial and Oral Arg. on Def.'s Mot. to Dismiss or Stay Via Video Conference at 35 (counsel for Rena arguing that "plaintiffs' argument regarding Rene's [*sic*] removal at Cruz Mineral Investments, LLC fails in Rena Cruz and Mr. DeSilva properly remove[d] Rene [*sic*] at Esperanza[.]").

11. The Esperanza LLC Agreement provides that "[a]t any time, the Majority-in-Interest of the Members may remove any Manager(s) or successor Manager(s)[.]"[23] Renè's Trust owns 100% of the membership interests of Esperanza and thus a Majority-in-Interest of the Members. Renè's Trust could act through its trustees, Rena and De Silva. Renè's trust provides that "if two trustees are acting with respect to any matter as to which they have joint powers, they must act jointly in order to take any action or effect any decision."[24] Rena agrees that she was required to act jointly with De Silva in order for the Esperanza Removal to be valid.[25]

12. The face of the Esperanza Removal evidences that Rena and De Silva did not act jointly to remove Renè as Manager of Esperanza. The Esperanza Removal states:

> I am the currently acting and duly appointed Trustee of [Renè's Trust]. . . . As Trustee of the Trust, the sole Member of [Esperanza], I do hereby exercise the power of the Trust to remove RENÉ SIMON CRUZ, JR. as Manager of the Company, and replace him by the

[23] JX-8, Limited Liability Company Agreement of Esperanza Enterprises § 5.02(d).

[24] JX-3, Rene Cruz 2012 Delaware Grantor Trust § 5.09(b).

[25] Def.'s Pre-Trial Answering Br. at 42; *see also* PTO at 17–18 ("All deposition transcripts from this litigation shall be admitted into evidence at trial, and thus may be relied upon by any Party in post-trial briefing[.]"); Dkt. 117, Pls.' Notice of Lodging of Deps. Ex. B, Videotaped Deposition of Stephen De Silva ("De Silva Dep. Tr.") at 58 (acknowledging that the plain language of Esperanza operating agreement requires the trustees to act jointly to remove a Manager); *id.* Ex. C, Videotaped Deposition of Rena Dillon Cruz at 120 (same); *id.* Ex. E, Deposition of Reeve Chudd, Esq at 34–35 (acknowledging that the plain language of the Esperanza operating agreement requires the trustees to act jointly to remove a Manager and that the legal advice he provided to Rena reflected that).

> appointment of STEPHEN K. DE SILVA as successor Manager of [Esperanza], effective immediately.[26]

In addition to using first-person singular nouns and verbs, Rena signed the Esperanza Removal as "Trustee of [Renè's Trust]."[27] De Silva's signature line contains no indication that he was signing in his capacity as a trustee of Esperanza.[28] Rather, the following statement appears before De Silva's signature line: "I do hereby accept appointment as successor Manager of the Company."[29] And on the Cruz Mineral Removal, which De Silva concurrently signed, he is identified as: "Manager of Esperanza."[30] The plain language of the document therefore reflects that De Silva signed it as an appointee to accept his appointment as Manager—not as a trustee to approve Renè's removal as Manager.

13. Because the plain language of the Esperanza Removal does not support Rena's position, Rena argues as a fallback that the consent is valid if the persons with the power to act—Rena and De Silva—approved the removal, regardless of whether De Silva executed the document in the appropriate capacity.[31]

---

[26] JX-37 at 1.

[27] *See id.*

[28] *See id.*

[29] *See id.*

[30] *See id.* at 2.

[31] *See* Def.'s Pre-Trial Answering Br. at 43–44.

14. Rena cites to this Court's decision in *Ravenswood Investment Co. v. Estate of Windmill* for support.[32] In *Ravenswood*, a three-person corporate board acted by unanimous written consent to approve the issuance of stock options to directors in exchange for promissory notes.[33] Even though only two of the three directors actually signed the written consent at issue, this Court determined that the non-signatory director's after-the-fact testimony was "sufficient to authenticate the document and to satisfy [the Court] that [the non-signatory] approved the matters set forth in the consent in his capacity as director."[34]

15. Rena's fallback argument fails on the facts. Unlike in *Ravenswood*, De Silva's testimony does not evidence that he actually approved the Esperanza Removal in his capacity as a trustee when the document was executed. De Silva testified that he was not familiar with the Esperanza LLC Agreement,[35] that he relied on Rena and her counsel for legal advice,[36] that Rena never explained the removal provisions at issue,[37] and that he was "not aware" of whether any joint action was

---

[32] *See* Def.'s Answering Br. at 43 (citing 2018 WL 1410860 (Del. Ch. Mar. 21, 2018), *aff'd*, 210 A.3d 705 (Del. 2019)).

[33] *Ravenswood*, 2018 WL 1410860 at *6.

[34] *Id.* at *6 n.57; *see also id.* (noting the non-signatory director "testified credibly that he recognized the written consent and related documents and that he approved them").

[35] *See* De Silva Dep. Tr. at 61–66.

[36] *Id.* at 68–69.

[37] *Id.* at 68.

taken.[38] It appears as if De Silva blindly signed the documents that Rena had sent to him. He explained that Rena "could have sent [him] a prescription for a veterinarian medicine and [he] would have signed that."[39] De Silva's own testimony therefore undermines Rena's argument that De Silva intended to remove Renè as Manager.

16. At trial, Rena additionally argued, for the first time, that De Silva had delegated his authority to act as a trustee to Rena, and thus only Rena's signature was required for the Esperanza Removal to be valid. This additional argument also fails on the facts. The delegation provision on which Rena relies requires that any delegation be "in writing," and Rena supplied no evidence of a writing at trial.[40] Also, Rena stated in discovery that no such delegations had ever occurred.[41]

17. At bottom, Rena chose to act by written consent to remove Renè as Manager of Esperanza. The writing itself is defective because it does not evidence that De Silva acted jointly in his capacity as a trustee of Renè's Trust. The evidence does not support a finding that De Silva intended to consent to the removal in his capacity as a trustee. Nor does the evidence support a finding that De Silva delegated

[38] *Id.* at 58–59.

[39] *Id.* at 117.

[40] JX-3 § 5.11(b) ("A trustee from time to time *by writing* may delegate to any other trustee[.]" (emphasis added)).

[41] JX-63, Def.'s Answer & Objs. to Pls.' First Set of Interrogs. Directed to Def. Rena Dillon Cruz at 7 (Interrog. No. 5).

his authority to Rena. The Esperanza Removal is therefore invalid, and thus any subsequent acts by De Silva as Manager following the Esperanza Removal, including the execution of the Cruz Mineral Removal, are also invalid.

MOTION TO DISMISS OR STAY

18. The remaining claims assert breaches of fiduciary duty against Rena and seek an accounting for the various relevant entities. Rena argues that these claims ought to be stayed or dismissed under the "first-filed rule" set forth in *McWane Cast Iron Pipe Corp. v. McDowell-Wellman Engineering Co*.[42]

19. Under *McWane*, "Delaware courts should exercise discretion in favor of a stay where a prior action, involving the same parties and issues, is pending elsewhere in a court capable of doing prompt and complete justice."[43] This rule derives from "considerations of comity and the necessities of an orderly and efficient administration of justice."[44] It "avoid[s] the wasteful duplication of time, effort, and expense that occurs when judges, lawyers, parties, and witnesses are simultaneously engaged in the adjudication of the same cause of action in two courts" as well as

[42] *See* Def.'s Answering Br. at 29 (citing 263 A.2d 281 (Del. 1970)).

[43] *Ingres Corp. v. CA, Inc.*, 8 A.3d 1143, 1145 (Del. 2010) (citing *McWane*, 263 A.2d at 283).

[44] *Id.* (quoting *McWane*, 263 A.2d at 283).

"the possibility of inconsistent and conflicting rulings and judgments and an unseemly race by each party to trial and judgment in the forum of its choice."[45]

20. Renè responds that (i) the Divorce Proceeding is not a prior-pending action, (ii) it does not involve the same parties and issues, and (iii) California courts are not capable of rendering "prompt" justice. The first and third points are unavailing. The Divorce Proceeding is a prior-pending action for the purposes of *McWane*.[46] And California's comparative speed does not render justice less than prompt.[47] Thus, whether a stay is warranted depends on whether the two actions involve the same parties and issues.

---

[45] *McWane*, 263 A.2d at 283.

[46] Renè commenced the Divorce Proceeding on July 25, 2019, and Renè commenced this action on January 8, 2020. *See* PTO at 2, 10; *see also Choice Hotels Int'l, Inc. v. Columbus-Hunt Park DR. BNK Inv'rs, L.L.C.*, 2009 WL 3335332, at *11 (Del. Ch. Oct. 15, 2009) ("While *McWane* largely anticipated situations in which defendants sought to defeat a plaintiff's choice of forum by filing a later action in a different court, the purpose of the first-filed rule is even broader. It seeks to protect the parties and the courts from (1) the wasteful duplication of time, effort, and expense, (2) the possibility of inconsistent and conflicting rulings and judgments, and (3) the likelihood of an 'unseemly race' to trial and judgment. These policies would be defeated just as easily by a single party filing two or more actions in diverse forums and thereby forcing the nonfiling party to expand its efforts significantly." (citing *McWane*, 263 A.2d at 283)).

[47] *See ODN Hldg. Corp. v. Hsu*, 2012 WL 1345487, at *8 (Del. Ch. Mar. 30, 2012) (finding that, under *McWane*, "the California Superior Court is capable of providing prompt and complete justice"). To mitigate any risk of delaying "prompt justice," the parties shall provide this Court with a quarterly status update on the Divorce Proceeding in the form of a letter on the docket. This Court will continue to assess whether a stay is warranted based on these submissions.

21. The analysis of the overlap between two actions is a practical one. "Courts have found parties to be substantially the same under *McWane* where related entities are involved but not named in both actions, referring to the exclusion as more of a matter of form than substance."[48] Further, "it is not necessary to establish that the . . . issues in both actions are identical . . . ; the pragmatic focus is on whether the claims 'are closely related and arise out of the same common nucleus of operative facts.'"[49]

22. The parties-in-interest in the competing cases here are the same: Rena and Renè. Although Renè notes that Esperanza and Cruz Mineral have not been joined to the Divorce Proceeding, this distinction concerns more form than substance. Rena and Renè control the entities named as parties in this action, which were formed to manage the Cruz family's wealth.[50] The two actions therefore

[48] *Brookstone P'rs Acq. XVI, LLC v. Tanus*, 2012 WL 5868902, at *3 (Del. Ch. Nov. 20, 2012) (internal quotations and citations omitted); *see also Gen. Video Corp. v. Kertesz*, 2006 WL 2051023, at *4 (Del. Ch. July 19, 2006) ("An absolute identity of the parties and issues is not necessary for a dismissal or stay under *McWane*."); *Kurtin v. KRE, LLC*, 2005 WL 1200188, at *5 (Del. Ch. May 16, 2005) ("[T]he 'same parties' requirement has been met by 'related entities,' somewhat overlapping parties, and persons in privity with the parties." (citations omitted)).

[49] *EuroCapital Advisors, LLC v. Colburn*, 2008 WL 401352, at *2 (Del. Ch. Feb. 14, 2008) (quoting *Dura Pharms., Inc. v. Scandipharm, Inc.*, 713 A.2d 925, 930 (Del. Ch. 1998)); *see also ODN Hldg. Corp.*, 2012 WL 1345487 at *8–9 (holding that Delaware action arose from "the same common nucleus of operative facts" as California action and granting motion to stay).

[50] *See* Pls.' Pre-Trial Br. at 1 ("The Cruzes created CMI in 2012 as part of their estate planning."); Def.'s Pre-Trial Answering Br. at 3 ("Nearly a decade ago, newfound wealth

involve "somewhat overlapping parties, and persons in privity with the parties."[51] This is sufficient overlap to warrant a stay of proceedings under *McWane*.

23. The issues in the competing cases are also closely related and arise out of the same common nucleus of operative facts. As discussed above, the entities involved in this case were formed for the purpose of managing familial wealth.[52] The Divorce Proceedings will resolve the division of marital property, rendering the issues sufficiently closely related.[53]

24. The parties' pre-trial briefs are demonstrative of the impracticability of cabining the issues in the Divorce Proceeding from the issues underlying this litigation. For example, despite the limited scope of the Technical Challenges, the parties' pre-trial briefs collectively mentioned the term "divorce" sixty times, and both parties filed motions *in limine* to exclude the other side from citing evidence

---

blessed Rena and her family through an inheritance from her mother. Estate planning professionals established a limited liability company and trust structure in the interest of accessing, managing, protecting, and preserving that wealth for the benefit of the Cruz family."); *see also* JX-2 § 1.05 ("The purposes of the [Cruz Mineral] Company are . . . (c) to provide protection of family assets from claims of future creditors of the Members; (d) to prevent the transfer of family assets to persons with outside and possible adverse interests; [and] (e) to promote the Members' knowledge of and communication about family assets[.]").

[51] *Kurtin*, 2005 WL 1200188 at *5.

[52] *See supra* note 50 and accompanying text.

[53] *See* JX-21, Petition for Divorce and Summons at 4 (noting that, in the Divorce Proceedings, Renè requests that the court: "Confirm as separate property the assets and debts in . . . . All property acquired prior to marriage, inheritance and/or after the date of separation").

related to circumstances of the couple's divorce.[54] The parties then submitted a revised pre-trial order advising the Court to disregard eight categories of evidence cited in the parties' pre-trial briefing.[55] This was, needless to say, inefficient. While the issues in the two proceedings are not identical *per se*, "an orderly and efficient administration of justice" requires a stay of this case in favor of the Divorce Proceeding.

25. Notwithstanding the concerns of judicial efficiency, Renè argues that by resolving the Technical Challenges, the Court moots the *McWane* Motion because partial *McWane* relief is unavailable under Delaware law. Renè focuses on "Delaware law's aversion to claim splitting."[56] Furthermore, Renè argues that this Court tends to only allow separate claims to proceed in another venue when they are not closely related.[57]

---

[54] *See* Pls.' Pre-Trial Br.; Def.'s Pre-Trial Answering Br.; Pls.' Pre-Trial Reply Br.; Dkt. 99, Pls.' Mot. in Lim.; Dkt. 101, Def. Rena Dillon Cruz's Mot. in Lim. to Enforce This Action's Narrow Scope.

[55] *See* Dkt. 116, Joint Pre-Trial Stipulation and [Proposed] Order at 11–14.

[56] *See* Dkt. 127, Pls.' Suppl. Br. at 6 (citing *Nat'l Union Fire Ins. Co. of Pittsburg v. Trustwave Ltd.*, 2017 WL 7803921, at *2 (Del. Super. Dec. 21, 2017)); *see also Maldonado v. Flynn*, 417 A.2d 378, 383 (Del. 1980) ("The rule against claim splitting . . . is based on the belief that it is fairer to require a plaintiff to present in one action all of his theories of recovery relating to a transaction, and all of the evidence relating to those theories, than to permit him to prosecute overlapping or repetitive actions in different courts or at different times.").

[57] *See* Pls.' Suppl. Br. at 8–10 (citing *Feeley v. NHAOCG, LLC*, 62 A.3d 649, 656–57, 676 (Del. Ch. 2012); *Julian v. Julian*, 2009 WL 29337121, at *9–10 (Del. Ch. Sept. 9, 2009)).

26. Rena counters that *McWane* is a contextual application of the *forum non conveniens* doctrine, and under that doctrine, this Court has allowed certain claims to proceed in Delaware while staying other claims.[58] Additionally, Rena argues that this Court has held that it may afford differential treatment to mixed summary control claims and plenary issues.[59]

27. None of the cases cited by either party are directly on point, but the common theme that emerges from them all is the "promot[ion] [of] cost-effective and efficient administration of justice in the circumstances of this case."[60] In this case, it was appropriate for the Court to expeditiously resolve the Technical Challenges, which implicated the control and operation of Delaware entities. For

---

[58] *See* Def.'s Suppl. Br. at 6–7 (citing *AlixPartners, LLP v. Mori*, 2019 WL 6327325, at *12–14 (Del. Ch. Nov. 26, 2019) ("[W]hen considering whether to stay proceedings under the doctrine of *forum non conveniens*, the defendant need only show that, 'on balance,' the 'relevant factors preponderate in favor of granting a stay.'")).

[59] *See* Def.'s Suppl. Br. at 11 (citing *Ryan v. Mindbody, Inc.*, 2019 WL 4805820, at *1 (Del. Ch. Oct. 1, 2019); *Carballal v. PMBC Corp.*, 1999 WL 342341, at *2–3 (Del. Ch. May 14, 1999); *Kellner v. Interlakes (Canada) Realty Corp.*, 1982 WL 17860, at *4 (Del. Ch. July 6, 1982)).

[60] *Julian*, 2009 WL 2937121 at *9; *see also AlixPartners*, 2019 WL 6327325 at *14 (holding that partial stay was warranted, in part, because "trial in Italy . . . might very well be easier, more expeditious, and less expensive"); *Mindbody*, 2019 WL 4805820 at *1 (holding that partial stay was warranted because "[t]he Section 225 Claims have been fully litigated and briefed, there is no reason to delay their resolution, and it would be inefficient to switch teams for the purpose of prosecuting those claims at this stage"); *Nat'l Union*, 2017 WL 7803921 at *2 (noting the relevance of "*McWane*'s observations regarding the 'wasteful duplication of time, effort, and expense that occurs when judges, lawyers, parties, and witnesses are simultaneously engaged in the adjudication of the same cause of action in two courts'" (quoting *McWane*, 263 A.2d at 283)).

the reasons discussed above, however, staying the remainder of the claims in favor of the Divorce Proceeding would be the most orderly and efficient approach.

CONCLUSION

28. Judgment is entered in favor of Renè on the Technical Challenges. The remaining claims are stayed in favor of the Divorce Proceeding. The parties shall provide ongoing quarterly status updates regarding to the Divorce Proceeding.

/s/ Kathaleen St. J. McCormick
Vice Chancellor Kathaleen St. J. McCormick
Dated: September 28, 2020