



**IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA**

BAYOU LA BATRE HOUSING	)	
AUTHORITY,	)	
Plaintiff,	)	
	)	
V.	)	Case No.: CV-2020-902475.00
	)	
HUDDLESTON VIRGINIA,	)	
WILSON DARRYL,	)	
STORK MARCIA,	)	
JOYNER JOHN W JR. ET AL,	)	
Defendants.	)	

**ORDER**

This matter is before the Court on several motions, including:

Plaintiff's motion for summary judgment on its claims against all Defendants (doc 611);

Plaintiff's motion for summary judgment on Defendants Huddleston and Wilsons' counterclaim (doc 638);

Huddleston and Wilsons' motion for summary judgment on Plaintiff's claims against them (doc 652);

Joyner's motion for summary judgment (doc 661);

Stork's motion for summary judgment (doc 685); and

Huddelston and Wilsons' motion to strike Brent Day's affidavit (doc 680).

Hearing was held on June 22. The hearing was transcribed. Based upon the motions, briefs, oppositions, arguments of counsel and the law the Court finds as follows:

## FINDINGS OF FACT

This action involves claims made by the Bayou La Batre Housing Authority, (the "Authority"), a non-profit public entity, against the former director of the Authority, Virginia Huddleston, and her husband and former employee of the authority, Darryl Wilson. The Authority also sued all of the former board members of the Authority, including Marcia Stork, John W. Joyner, Jr., Tony Collier, Annette Thornton and Michael Goodwin.<sup>1</sup> The claims arise from a series of employment contracts and amendments between the Authority and Huddleston and Wilson to manage and maintain the 99 housing units owned and operated by the Authority in Bayou La Batre known as Safe Harbor.

Safe Harbor was built by the Authority with a \$15.7 million federal grant to provide affordable housing for low to moderate income residents who lost their homes in Hurricanes Katrina and Rio. The Authority was formed in 2008 pursuant to Ala. Code § 24-1-20 as a public housing authority. Pursuant to § 24-1-20 and its bylaws, the Authority is governed by five commissioners, who act as a board of directors. They are each appointed by the Mayor of Bayou La Batre. When the Authority was formed Defendant Stork was appointed as a board member and was then immediately chosen to act as Chairwoman of the Board, roles she served during the entirety of the events described herein.

In 2013 Huddleston was hired as the Executive Director of the Authority. In 2013 Wilson was a board member, but he resigned and was hired as the Facilities Manager. The record is not clear if Huddleston and Wilson entered written contracts when they were first hired. Stork testified she could not recall. Wilson testified he did not have a contract. Huddleston recalled that she made a salary of \$69,000 a year with two sick days off a month. Wilson testified he was paid \$20 an hour, with a maximum of 30 hours a week and no benefits of any kind. The maximum Wilson could earn in a calendar year was \$31,200.

On November 16, 2016, after turnover on the Board, new employment contracts were entered providing annual compensation of \$80,000 to Huddleston and

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<sup>1</sup> Of these, Michael Goodwin and Annette Thornton filed answers but no opposition to the Authority's motion for summary judgment against them. Stork and Joyner each filed answers and oppositions to the Authority's summary judgment against them. Collier never appeared.

\$50,000 to Wilson. Both contracts provided each with 24 paid sick days a year with carryover, 12 paid personal days a year with carryover, three weeks paid vacation a year with carryover, and paid days off for all local, state and federal holidays. The contracts further state Huddleston and Wilson could only be found in default if convicted of a felony and provide that if terminated without cause each would be entitled to full compensation of the remaining terms together with all unused and accrued sick, personal and vacation days.

On April 11, 2017, on Stork's motion, the office hours of Safe Harbor were changed to 9:00 to 4:00 Monday through Friday, with an hour off from 12:00-1:00 for lunch. The Board previously granted Huddleston and Wilson a half day off each week.<sup>2</sup>

On March 13, 2018, the Board voted to amend Huddleston's contract to award her 10% of all donations or grants obtained by the Authority in the future. The amendment to the contract was executed on June 12, 2018.

On December 11, 2018, the contracts were amended to provide a 2% annual pay increase. Despite having only worked for the Authority for five years, Huddleston and Wilson were also granted retirement plans awarding each of them 80% of their outgoing salaries with a 1% annual increase beginning January 2027, and free health insurance, all until death. The amendment also states that in the event the ownership of the Authority was sold or transferred in any way the obligations of the employment contracts would remain in force and be assumed by the new purchaser, that the benefits given to Huddleston and Wilson could only be terminated by their death or willful termination, and that if either deemed it necessary to defend the terms in court, the Authority or subsequent owner would be responsible for all legal fees.

On March 19, 2019, the Board approved another amendment to the employment contracts that increased the annual salary increase from 2% per annum to 5% per annum, retroactive to January 1, 2019. This amendment was signed by Stork as Chairperson of the Board on June 18, 2019.

On October 15, 2019, the terms of Huddleston and Wilson's employment were changed yet again. On that date the Board went into executive session "to discuss

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<sup>2</sup> All told, when the 14 federal, state, and local holidays are added to the 12 sick days, 24 personal days, 15 vacation days, and 52 weekly half days (24 total days), Huddleston and Wilson were entitled to 89 days off a year, not counting the 104 Saturdays and Sundays. Thus, they were required to work 172 days a year, or stated differently, a little less than half the days in a year.

negotiations of Huddleston and Wilson[']s employment contracts and other legal matters". Following executive session, the Board voted unanimously to enter new employment contracts with Huddleston and Wilson without discussing the terms of those contracts. At some unknown time, Huddleston as Chair, and Joyner, as Vice Chair, executed these new employment contracts and back dated them October 1, 2019, two weeks before the meeting when they were first discussed.

The October 1, 2019, contracts increased Huddleston and Wilsons' annual salaries to \$120,000 and \$80,000 respectively. They also provide that upon the completion of its one-year term, (the contracts only ran from October 1, 2019, to September 30, 2020) or its earlier termination by Huddleston or Wilson, they would receive annual retirement payments of \$100,000 and \$70,000 respectively with a 2% annual increase and health insurance coverage for life. In the alternative, each could elect to receive the net present value of his/her retirement based on the 10 year treasury rate on the date of separation and social security life expectancy tables, to be managed at the Authority's cost and expense by a professional money manager of Huddleston/Wilson's selection. Further, if the real property of the Authority was sold or ceased operating, or if it received a "windfall", the money therefrom would first be used to fund these retirement obligations. The contracts further provide that if challenged, the Authority would fund Huddleston/Wilson's legal fees by depositing \$10,000 to them on demand, with additional \$5,000 deposits as needed to fully fund their defense. Despite all indications that Huddleston and Wilson drafted the contracts and chose their language and terms, they state that if any provision is determined to be vague or ambiguous, it will be read in the light most favorable to Huddleston/Wilson.

On December 17, 2019, the Board unanimously authorized the sale of its only asset, Safe Harbor.

On January 21, 2020, despite the fact they were still employed, the Board unanimously approved the immediate payment of \$50,000 each towards Huddleston and Wilsons' retirement, plus all associated income taxes. These funds totaled \$152,229 and were paid by the Authority to Huddleston and Wilson via First Clearing Corporation.

On March 17, 2020, the Board entered a contract with Ten-X to auction off Safe Harbor. Stork testified there was an offer to buy Safe Harbor for \$6,250,000. She also admitted the property appraised for \$4,100,000.<sup>3</sup>

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<sup>3</sup> Stork depo. p. 94 (Exhibit C to doc 611).

On July 9, 2020, the 2019 employment contracts were amended yet again to change the retirement payment terms to single lump payments of \$2,521,359 to Huddleston and \$1,661,412 to Wilson, for a total cash obligation of \$4,182,771. The amendments make reference to Huddleston and Wilson's outstanding achievements and contributions and the malicious and long-term mistreatment they endured by unmentioned actors and forces in an apparent attempt to justify these enormous payments. When asked where the Authority would get these funds Huddleston testified they would come from the sale of Safe Harbor.<sup>4</sup>

At the July 9, 2020, Board meeting Huddleston and Wilson informed the Board they would be using their accumulated personal, sick and vacation days and the Safe Harbor office would be closed until September 30, 2020, the last day of the October 1, 2019, contract. On September 11, 2020, they each submitted letters of resignation. They did not work most of July or any of August or September 2020 and never returned. This suit was filed on December 14, 2020.

### **CONCLUSIONS OF LAW**

The Authority sued all Defendants for breach of fiduciary duty of loyalty, (count 1), breach of fiduciary duty of care, (count 2), civil conspiracy, (count 3), conversion, (count 4), negligence, (count 5), wantonness, (count 6), waste of corporate assets, (count 7), misappropriation of corporate assets, (count 8), and unjust enrichment (count 9). Among the damages sought is the recovery of the \$152,229 paid to Huddleston and Wilson in “retirement” benefits in January 2020.

Huddleston and Wilson filed counterclaims against the Authority for breach of contract seeking payment of their \$4,182,771 retirement benefits pursuant to the July 9, 2020 amendments to the October 1, 2019, employment contracts (count 1), and indemnity and payment of litigation costs and expenses pursuant to the October 1, 2019 employment contracts (count 2). On Plaintiff's motion, count 2 of the counterclaim for indemnity was dismissed on July 16, 2021.

The Authority seeks summary judgment on all of its claims against all Defendants and on Huddleston and Wilson's remaining claim for breach of contract.

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<sup>4</sup> The only asset of a § 24-1-20 public housing authority that was developed with \$15 million in federal taxpayer dollars.

Huddleston and Wilson seek summary judgment on all of Plaintiffs claims against them, as do Stork and Joyner.

All Parties agree that the employment contracts and amendments thereto are central to these issues and that the Court must decide if they, or some of them, or part of them, are enforceable. The decision on this issue will necessarily affect the other issues.

### **Huddleston and Wilsons' Claims for Breach of Contract**

Huddleston and Wilson seek lump sum payments totaling \$4,182,771 pursuant to the July 9, 2020, amendment to the October 1, 2019, employment contracts. The Authority argues both the contracts and amendments are unenforceable because (1) they are unconscionable, (2) they violate Ala. Code § 24-1-26 stating an employee can hold no interest in a public housing authorities property, (3) they violate Ala. Code § 10A-3A-6.41 stating the pay of a non-profit employee must be reasonable, and (4) that they violate Ala. Code § 32-5A-1, et seq (the Alabama Open Meetings Act) because they were discussed and decided upon in an improperly convened executive session.

“The question of the validity of the basic contract is essentially a judicial question...” *Camaro Trading Co. v. Nissei Sangyo Am.*, 577 So.2d 1274, 1275 (Ala. 1991)(citing 5 Am. Jur. 2d 531 Arbitration and Award § 15 (1962)). A Court possesses the authority to declare a contract invalid when it is unconscionable, contravenes public policy, is illegal, or was executed in violation of statute. *Brown v. Mountain Lakes Resort, Inc.*, 521 So.2d 24, 26 (Ala. 1988)(citing *Shearin v. Pizitz*, 94 So. 92, 93 (Ala. 1922)); *Kilgor Dev., Inc. v. Woodland Place, LLC*, 47 So.3d 267, 270 (Ala. 2009)(citing *Johnson Mobile Homes of Alabama, Inc. v. Hancock*, 855 So.2d 1064, 1069 (Ala. 2003)).

An unconscionable contract is described as one into which “no man in his sense and not under delusion would make on the one hand, and as no honest and fair man would accept on the other.” *Lloyd v. Service Corp. of Alabama*, 453, So.2d 735, 739 (Ala. 1984). “Unconscionability is regarded as contractual overreaching, oppressiveness, or patent unfairness.” *Crestline Center v. Hinton*, 567 So.2d 393, 395 (Ala. Civ. App. 1990). “Once a court has determined that a contract term or clause is unconscionable, the court has the discretion to: refuse to enforce the entire contract, if it is permeated with unconscionability; strike the unconscionable part or parts; or limit the application of the term or clause to avoid an

unconscionable result.” *Id.* (citing *Wilson v. World Omni Leasing, Inc.*, 540 So.2d 713 (Ala. 1989)).

Further, “[i]t has long been the law in Alabama that when a contract is made in violation of a statute, that contract is generally void and unenforceable.” *Kilgore Dev. Inc. v. Woodland Place, LLC*, *supra* at 270. It is also well-settled that a court will not provide assistance to a party attempting to recover under an illegal agreement. *Rape v. Poarch Band of Creek Indians*, 250 So.3d 547, 562 (Ala. 2017). “No principal of law is better settled than that a party to an illegal contract cannot come into a court of law and ask to have his illegal objects carried out...” *Id.* (citing *Corpus Juris Secundum: 17 C.J.S. Contracts § 272*, p. 1188 (1963)). Additionally, “[w]henever a party requires the aid of an illegal transaction to support his case, he cannot recover.” *Lucky Jacks Entm’t Ctr. LLC v. Jopat Bldg. Corp.*, 32 So.3d 565, 569 n.3 (Ala. 2009).

The Authority was created in 2008 to build and maintain Safe Harbor, which was fully funded with federal taxpayer dollars. The stated purpose of the Authority is to serve the housing needs of low to moderate income Bayou La Batre residents. After the initial funding, its only source of income is rent and fees paid for applications.

Huddelston and Wilson worked for the Authority for approximately seven years, during which time their employment terms grew better and more generous until they became outrageous. At their behest, their pay, benefits and working conditions constantly changed to their advantage. No request was turned down. From 2013 to 2020 they went from earning \$69,000 and \$31,200 respectively to earning \$120,000 and \$80,000 respectively, taking more than half the total days of the year off, being required to only work six hours on the days they did work, and being handed a cash retirement package worth millions that is coincidentally equal to the total appraised value of the Authority’s only asset.<sup>5</sup>

It is incredible that the board of directors of a non-profit housing authority would enter into a contract with two seven-year employees to effectively hand them virtually all of the assets of the authority in the form of retirement. Because the retirement package, which is really an unrestricted payment of millions, was unfunded the Board intentionally painted itself into a corner. They knowingly

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<sup>5</sup> Even if the Court believed Safe Harbor was worth \$6,250,000, this logic would still apply. It makes little difference if Huddelston and Wilson sought to take all of the Authority’s property, or if they would be content to only take 2/3rds of it.

entered a deal that required them to sell their only asset to pay Huddleston and Wilson.

It is also incredible that the Board would pay Huddelston \$2,521,359 and Wilson \$1,661,412 each in unrestricted one-time cash payments. Even if the Authority had the means to pay this out monthly, over years, Huddelston and Wilson only worked for seven years. It would take decades to grow an IRA or 401k to comparable value in the private sector.<sup>6</sup> It would also take decades to fully vest in a public pension at this level.<sup>7</sup> Huddelston and Wilson don't qualify to vest at the very lowest level of any known public pension in Alabama. This payout is a windfall of epic proportions. It is the attempted fleecing of public money from a public authority with the apparent consent of the very Board appointed to protect it.

The Board never exerted any restraint over Huddleston and Wilson and lavishly agreed to all their requests. Inexplicably, the Board paid each of them \$50,000 in January 2020 for retirement, while they were still employed, and paid their state and federal tax liability. The Board contractually agreed to give Huddelston 10% of all grants and donations it received.<sup>8</sup> After the July 9, 2020, meeting when the last amendment was approved promising them over four million dollars in cash, they closed the office and never returned, apparently with the Board's knowledge and consent. There are too many one-sided contractual provisions to recite here, all of which are listed in the Authority's motions for summary judgment (docs 611 and 638) and none of which benefited the Authority or the public.

Stork was asked how each of these succeeding contract terms benefited the Authority. She answered by saying she did not know or, in one instance, admitted it was not. With regard to selling all of the Authority's assets to pay the proceeds over to Huddelston and Wilson she testified:

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<sup>6</sup> Using any number of available retirement calculators (such as [www.boldin.com](http://www.boldin.com)), a traditional IRA with \$15,000 annual contributions growing at 8% annually would take 33 years to reach this level. A traditional 401k receiving monthly contributions of \$1,500 and growing at 8% would take 31.3 years to reach this level.

<sup>7</sup> Under the Alabama Employees' Retirement System (ERS) Tier 2 plan (for anyone hired after January 1, 2013), lifetime retirement benefits are calculated using a defined formula based on 1.65% of average Final Salary for each year of creditable service, capped at 80% of Final Salary (the five highest years of the last ten years of service). There is a minimum requirement of 10 years to vest into the plan. It takes 48.5 years to maximize benefits to 80% under the plan. For example, a 30-year employee will receive a benefit percentage of 49.5%, or roughly half his Final Salary. If that employee has an average Final Salary of \$120,000, he will receive \$59,400 in annual retirement benefits. [www.rsa-al.gov](http://www.rsa-al.gov).

<sup>8</sup> The legality of which seems questionable.

**Q. So if Safe Harbor was sold for its appraised value, every single dollar would have gone to Huddelston and Wilson?**

A. Not adding in my head quickly, but close to.

**Q. How was that in the best interest of the Bayou La Batre Housing Authority?**

A. I have no answer for that.

**Q. Do you believe if that would have occurred, it would have been in the best interest of the Bayou La Batre Housing Authority?**

A. If that would have occurred?

**Q. (Attorney nods affirmatively)**

A. I can't say.

(Stork depo. pp. 94-95).

The terms these agreements are overreaching and patently unfair to the citizens the Authority was created to serve, and that the Board was supposed to protect.<sup>9</sup> They are the definition of unconscionable. Accordingly, it is the finding of this Court that the retirement provisions of the October 1, 2019 employment contracts, the predecessor retirement provisions of the December 11, 2018 employment contracts and the entirety of the July 9, 2020 amendments are ORDERED void and unenforceable.

Separately and independently, the contracts themselves are void because they violate several statutes. First, Ala. Code § 24-1-26, governing municipal housing authority conflicts of interest, prohibits a commissioner or employee of the authority from acquiring any interest, directly or indirectly, in a housing project or its property:

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<sup>9</sup> It is inconceivable the Board would have approved these contracts if this had been a private venture with private investments made by board members with "skin in the game" instead of public money that didn't belong to them.

“No commissioner or employee of an authority shall acquire any interest, direct or indirect, in any housing project or in any property included or planned to be included in any project...”

*Id.* Strict compliance with this provision is mandated. § 21-1-44. Huddleston and Wilson seek to obtain, indirectly but also very clearly, *all* of the Authority’s property, and the Board sought to give it to them, in violation of § 24-1-26.

Next, Ala. Code § 10A-3A-6.41 governing compensation for non-profit employees, mandates they can only be paid “reasonable compensation” and “reasonable benefits”. The US Department of Housing and Urban Development collects data on all housing authority executive directors’ compensation in the United States. In 2010, for authorities managing less than 250 units in the Southeastern United States, executive directors were paid a median average income of \$47,898.<sup>10</sup> No mention is made of retirement. Even adjusted for inflation, the pay of Huddleston and Wilson far exceeds this amount. The \$4.1 million combined cash payout for seven years’ employment breaks the curve. It is extravagantly excessive, especially when it is unfunded and can only be paid by selling the Authority’s only asset. There is no way to argue these benefits are reasonable when the Authority must liquidate its holdings to pay them.

Against this argument Huddleston and Wilson make no real response. However, in her deposition Huddleston offered some insight into their mindset:

**Q. And did you request these terms [the October 1, 2019 contract terms] to the Board?**

A. Yes.

**Q. Do you know of any other Housing Authority or Board that offers retirement packages and pay on the level that is in this contract?**

A. Are you familiar with the setup of the Bayou La Batre Housing Authority?

**Q. Ma’am, I’m just asking you if you’re familiar –**

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<sup>10</sup> Exhibit CC of Doc 638.

A. Let me ask you a question.

**Q. I'm asking the questions today.**

A. Let me answer your question. The answer is, I've not researched that. However, the Bayou La Batre Housing Authority and Safe Harbor is different than any other housing authority in the United States. There is no public funding. Every penny that has ever come in is from rent revenue, applications and background checks. No job security, no retirement, nothing.

We have literally had to fight for the seven years that I was there for it to even exist. We had to battle the City. My job was not a traditional Executive Director job. I did not get to go into work to perform my job and leave. I had to go into work to battle for survival because the City was trying to destroy it every day.

***So do I believe that these are reasonable? Absolutely. Who you're going to compare them to? I don't have clue and I don't care. I know my worth and I earned every penny of it.***

(Huddelston depo. pp. 86-87)(emphasis added).

Finally, the decision to enter the October 1, 2019, contract was improperly made by the Board in executive session on October 15, 2019. Ala. Code § 36-25A-1, et seq contains the Alabama Open Meetings Act. "It is the policy of this state that the deliberative process of governmental bodies shall be open to the public during meetings...". *Id.* "[e]cept for executive sessions...all meetings of a governmental body shall be open to the public..." *Id.* The Act specifically prohibits entering executive session to cloak employee compensation and benefits in secrecy: "the salary, compensation, and job benefits of specific public officials or specific public employees may not be discussed in executive session." § 36-25A-7. The Authority's own by laws only allow it to enter executive session for purposes allowed by law, and then only when the Authority's counsel certifies the purpose "meets the requirements of and is in accordance with applicable law".<sup>11</sup>

The Board meeting minutes for October 15, 2019, state that the Board "entere[d] executive session to discuss renegotiation of Huddleston and Wilson employment

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<sup>11</sup> Exhibit C of Doc 638.

contracts and other legal matter[s].”<sup>12</sup> During this executive session the salary, compensation and benefits of Huddleston and Wilson were discussed and agreed upon. Although they were later approved in normal session, there was no discussion, just a formal vote to ratify what had already occurred without any hint of what it was. Further, the Board’s attorney did not certify executive session was entered for a proper purpose.

Agreements and actions taken in violation of the Open Meetings Act are void. *Swindle v. Remington*, 291 So.3d 439, 464 (Ala. 2019). “A longstanding principle of our legal system is that parties may not ... make a legally binding agreement that is against public policy.” *Ex Parte First Exch. Bank*, 150 So.3d 1010, 1023 (Ala. 2013). In this instance the Board violated the Open Meetings Act when it entered executive session to discuss and debate new employment contracts for Huddleston and Wilson.

Based on the foregoing, and for the separate reasons that they violate Alabama Code sections 24-1-6, 10A-3A-6.41 and 36-25A-7, the retirement provisions of the October 1, 2019, and December 11, 2018 employment contracts, and the entirety of the July 9, 2020 amendments are ORDERED void and unenforceable.

Based on the foregoing, the Authority’s motion for summary judgment on Huddelston and Wilsons’ sole remaining claim for breach of contract (doc 638) is GRANTED.

### **The Authority’s Claims against All Defendants**

The Authority seeks an order declaring there is no dispute of material fact and that it is entitled to judgment as a matter of law on each of its claims against each Defendant (doc 611). Huddelston, Wilson, Stork and Joyner all filed oppositions to the motion arguing, among other things, that the Board approved all of these contracts and amendments, and that they were either drafted, reviewed, or approved by the Authority’s attorney, Brent Day.

Mr. Day provided an affidavit denying he did any of these things and points to a letter he wrote to the Board advising that the sale of Safe Harbor may violate any number of laws and threatening to resign. Huddelston and Wilson counter with a motion to strike his affidavit that attaches emails indicating he was copied on correspondence between Huddelston and Stork discussing the contracts and terms.

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<sup>12</sup> Exhibit V of Doc 638.

Day's potential involvement does not affect the enforceability of the contracts. They are unconscionable and illegal regardless of his knowledge, approval, or ignorance of them. His involvement might be relevant to Defendants' claim they did nothing wrong and relied on the Authority's lawyer to tell them if there was a problem. However, none of the Defendants has raised advice of counsel as an affirmative defense and it is probably waived at this point in this five-year litigation. Regardless, the issue of Defendants' liability on the Authority's many claims is best left to the jury. As such, the motion is DENIED as to Huddelston, Wilson, Stork and Joyner. Because Goodwin and Thornton filed no oppositions to the Authority's motion for summary judgment, it is GRANTED against them with leave to prove damages.

#### **Huddelston and Wilson's Motion for Summary Judgment**

Huddelston and Wilson each move for summary judgment on all of the Authority's claims against them. Huddelston's motion is DENIED. Wilson's motion is GRANTED as to Counts 1 and 2 (breach of fiduciary duty of loyalty and care), and DENIED as to the remaining counts.

#### **Stork and Joyner's Motions for Summary Judgment**

Stork and Joyner each filed motions for summary judgment on the Authority's claims arguing Ala. Code § 10A-20-16.03 provides immunity for non-profit board members from suit. Their motions are DENIED because the same statute allows board members to be sued for "Willful Misconduct, Fraud, or Gross Negligence". *Id.* There is substantial evidence of gross negligence on their part and that of the other Board members.

#### **Huddelston and Wilson's Motion to Strike Day's Affidavit**

Huddelston and Wilsons' motion to strike Day's affidavit is DENIED.

**DONE this 7<sup>th</sup> day of July, 2026.**

  
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**CIRCUIT JUDGE**  
