STATE OF MICHIGAN

COURT OF APPEALS

S-S, LLC and MERIDIAN INVESTORS, LLC,

Plaintiffs-Appellants,

v

MERTEN BUILDING LIMITED PARTNERSHIP, CORAL REEF INVESTMENTS, and HICKS BROTHERS REAL ESTATE, L.L.P.,

Defendants-Appellees.

UNPUBLISHED
November 18, 2010

No. 292943
Ingham Circuit Court
LC No. 08-000235-CZ

Before: CAVANAGH, P.J., and HOEKSTRA and GLEICHER, JJ.

PER CURIAM.

Plaintiffs appeal as of right the trial court's summary dismissal of Counts II through VII and Count IX, in full, and Count VIII, in part, of their complaint against defendants. We affirm.

Meridian was formed by S-S, LLC (S-S), Merten Building Limited Partnership (Merten Building), and Coral Reef, Investments, LLC (Coral Reef) with each owning a 33.33 percent interest. The sole members of Coral Reef are William Hicks and Brian Hicks; they are also the sole partners of Hicks Brothers Real Estate L.L.P. (Hicks Brothers). The only asset of Meridian is commercial and residential rental property, i.e., "small contiguous apartment buildings with street-level retail storefronts," located in Okemos, Michigan. Meridian is governed by an operating agreement dated August 1, 1997, and the Michigan limited liability company act, MCL 450.4101 *et seq*. Since Meridian was formed in 1997, Hicks Brothers had been providing property management services to Meridian. In 2006, however, S-S attempted to terminate Hicks Brothers as property manager by sending a letter of termination, but Hicks Brothers continued to manage Meridian's property. S-S requested two special meetings with co-members Coral Reef and Merten Building with regard to the termination of Hicks Brothers, but no member of Merten Building and Coral Reef appeared in person at the meetings. S-S also requested certain documents and financial records of Meridian, but such requests were refused by Merten Building and Coral Reef.

On February 21, 2008, plaintiffs sued Hicks Brothers, Merten Building, and Coral Reef. Count I of plaintiffs' complaint alleged a breach of operating agreement and violation of MCL 450.4503 as to all defendants with regard to plaintiffs' two unsuccessful attempts to secure particular Meridian documents and records. Count II alleged a breach of operating agreement

and violation of MCL 450.4515 as to all defendants with regard to the appointment and continued employment of Hicks Brothers as property manager of Meridian, as well as Merten Building and Coral Reef's failure to attend the two special meetings called by S-S in that regard. Count III alleged breach of fiduciary duties as to all defendants. Count IV alleged that Merten Building and Coral Reef acted to "freeze out" S-S, a minority member of Meridian. Count V alleged a civil conspiracy as to all defendants. Count VI was a derivative action claim pursuant to MCL 450.4510. Count VII alleged that Hicks Brothers were not entitled to any payment for their property management services; thus, plaintiffs asserted a claim for disgorgement of profits. Count VIII was a request for declaratory judgment as to all defendants, primarily requesting a declaration of the parties' respective rights with regard to the termination of Hicks Brothers. And Count IX requested injunctive relief. Following cross motions for summary disposition pursuant to MCR 2.116(C)(10), the trial court granted plaintiffs' motion in full as to Count I and in part as to Count VIII, allegations pertaining to defendants' failure to provide requested documents regarding Meridian. The trial court granted defendants' motion in full as to Counts II through VII and Count IX, and in part as to Count VIII. This appeal followed.

Plaintiffs argue that the trial court failed to enforce the plain and unambiguous terms of Meridian's operating agreement and impermissibly "created" a contract which led to the erroneous granting of summary disposition of plaintiffs' breach of operating agreement claims. We disagree.

A trial court's decision on a motion for summary disposition is reviewed de novo on appeal. *Latham v Barton Malow Co*, 480 Mich 105, 111; 746 NW2d 868 (2008). A motion for summary disposition under MCR 2.116(C)(10) tests the factual sufficiency of the complaint. *Corley v Detroit Bd of Ed*, 470 Mich 274, 278; 681 NW2d 342 (2004). When deciding such a motion, the court must consider the pleadings, admissions, depositions, and other evidence submitted in the light most favorable to the nonmoving party. *Id*. A genuine issue of material fact exists when the record, giving the benefit of reasonable doubt to the opposing party, leaves open an issue of fact upon which reasonable minds could differ. *Allison v AEW Capital Mgt, LLP*, 481 Mich 419, 425; 751 NW2d 8 (2008).

Pursuant to MCL 450.4102(2)(r) of the limited liability company act, an "operating agreement" is a written agreement between the members of a limited liability company pertaining to the affairs of the limited liability company and the conduct of its business. As a contract between the members of a limited liability company the operating agreement is construed according to principles of contract interpretation, which include:

> [I]f contractual language is clear, construction of the contract is a question of law for the court. If the contract is subject to two reasonable interpretations, factual development is necessary to determine the intent of the parties and summary disposition is therefore inappropriate. If the contract, although inartfully worded or clumsily arranged, fairly admits of but one interpretation, it is not ambiguous. The language of a contract should be given its ordinary and plain meaning. [*Meagher v Wayne State Univ*, 222 Mich App 700, 721-722; 565 NW2d 401 (1997) (internal citations omitted).]

Contract interpretation is an issue of law that is reviewed de novo on appeal. *DaimlerChrysler Corp v G-Tech Prof Staffing, Inc*, 260 Mich App 183, 184-185; 678 NW2d 647 (2003).

Meridian's operating agreement provides, in relevant part, as follows:

> **5.1 Voting.** All Members shall be entitled to vote on any matter submitted to a vote of the Members.
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> **5.2 Required Vote.** Unless a lesser vote is required by this Operating Agreement, the affirmative vote or consent of all the Members entitled to vote or consent on such matter shall be required. …
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> *** * ***
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> **6.1 Authority of Members.**
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> (a) Subject to the limitations imposed by the Limited Liability Company Act and this Agreement, the Members shall have full and exclusive authority to manage and control the business affairs of the Company and to make all decisions regarding the business of the Company.
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> * * *
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> **6.2 Management and Control of Company.**
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> (a) The Members shall devote such time to the Company business as may be necessary to adequately and properly manage and supervise the Company business and affairs in an efficient manner and discharge their obligations hereunder; but nothing in this Agreement shall preclude the employment, at the expense of the Company, of any agent or third party to assist in such management or to provide other services in respect of the Company properties or administrative matters.
>
> (b) Except as otherwise provided herein or by law, the Members shall direct and control the Company as determined through the exercise of its required Company procedures. All decisions to be made by the Members shall be agreed to by the affirmative vote or consent of all of the Sharing Ratios of all the Members, except in those cases where only a majority vote is required, as provided for herein. All documents to be executed and delivered by or on behalf of the Company shall be executed by at least two Members, unless a written agreement is entered by the Company which delegates such authority, in whole or in part, to an outside agent. . . .

Plaintiffs argue that these provisions of the operating agreement make clear that Meridian was to be managed by its members, and not by a property manager like Hicks Brothers. S-S claims that it never consented to Hicks Brothers providing property management services as required by the operating agreement. S-S also argues that it had the right to unilaterally terminate Hicks Brothers. And, further, S-S claims that Merten Building and Coral Reef's failure to attend two special meetings called for by S-S in regard to the termination of Hicks Brothers violated the operating agreement. Accordingly, plaintiffs argue, the trial court

improperly granted summary disposition in favor of defendants with regard to their breach of the operating agreement allegations. We disagree.

First, § 6.2(a) of the operating agreement clearly states that "nothing in this Agreement shall preclude the employment, at the expense of the Company, of any agent or third party to assist in such management or to provide other services in respect of the Company properties or administrative matters." Contract language is given its ordinary and plain meaning. *Lawsuit Financial, LLC v Curry*, 261 Mich App 579, 590; 683 NW2d 233 (2004). In this case, the members employed Hicks Brothers to assist in the management of Meridian's property and that employment began at Meridian's inception in 1997 and continued without complaint by the members until S-S unilaterally attempted to terminate Hicks Brothers in 2006. Although Meridian may be "member-managed" as S-S argues, the members were authorized by the operating agreement to employ the assistance of an agent like Hicks Brothers to assist in the management of Meridian's property.

Second, S-S claims that it never consented to the employment of Hicks Brothers as required by § 6.2(b). However, S-S fails to explain how Hicks Brothers could have provided management services for almost ten years without S-S's consent. Section 6.2(b) of the operating agreement provides that "[a]ll decisions to be made by the Members shall be agreed to by the affirmative vote or consent of all the Sharing Ratios of all the Members . . . ." To employ a property manager is such a decision; to continue that employment for almost ten years without complaint evidences "consent" to that employment according to the ordinary and plain meaning of the word "consent." Section 6.2(b) of the operating agreement merely requires "consent" with regard to all decisions made by the members, not "written consent," as required, for example, in § 6.6(c). And although S-S appears to argue that a written employment agreement was required to employ Hicks Brothers, the operating agreement does not set forth such a requirement. Plaintiffs cite to § 6.2(b) in support of this position but that provision merely provides that *documents* executed and delivered by or on behalf of Meridian must be executed by at least two members, unless a written agreement is entered by Meridian which delegates such authority to an outside agent. This section does not mandate that a written employment agreement exist between Meridian and Hicks Brothers. Thus, plaintiffs have failed to establish a genuine issue of material fact upon which reasonable minds could differ on the issue whether S-S "consented" to the employment of Hicks Brothers. See *Allison*, 481 Mich at 425.

Plaintiffs also argue that Hicks Brothers was not an implied agent of Meridian, contrary to the trial court's conclusion. An agency relationship arises when there is a manifestation by the principal that the purported agent may act on the principal's behalf. *Meretta v Peach*, 195 Mich App 695, 697; 491 NW2d 278 (1992). As the trial court held, the evidence included that Hicks Brothers handled all expenses and income for Meridian, periodically sent checks to S-S on behalf of Meridian, negotiated leases, and ensured Meridian's compliance with city ordinances since 1997 when Meridian was formed. Thus, Hicks Brothers had the actual authority to bind Meridian with regard to its business affairs, whether that authority was express or implied. See *Meretta*, 195 Mich App at 698. Again, plaintiffs have offered no explanation as to how Hicks Brothers could have provided the type of property management services that it provided to Meridian from 1997 until plaintiffs' attempted termination in 2006 without such an agency relationship existing.

In fact, letters signed by George Spanos on behalf of S-S and sent to Hicks Brothers and defendants' attorneys acknowledge that Hicks Brothers had an agency relationship with Meridian. In particular, in a letter dated September 19, 2006, George Spanos wrote, in pertinent part: "[E]ffectively [sic] this date the agency relationship between Meridian Investors and Mr[.] Brian L[.] Hicks, Mr[.] William W[.] Hicks, Hicks Brothers Real Estate (individually and collectively) is terminated." In a letter dated March 14, 2007, George Spanos wrote, in pertinent part: "I reaffirm that last fall S-S, LLC terminated any authority Brian Hicks and/or Hicks Brothers Real Estate had as agent for any purpose for Meridian Investors, LLC." In a letter dated September 14, 2007, George Spanos wrote, in pertinent part: "We notified you several months ago that Hicks Brothers Realty had been terminated as the agent for Meridian Investors, LLC." In a letter dated November 6, 2007, authored by James Spanos, a member of S-S, and addressed to Merten Building and Coral Reef, James Spanos requested that these fellow members of Meridian join S-S in terminating "Hicks Brothers Real Estate as the management agent of Meridian."

And the establishment of this agency was not in contravention to the operating agreement, was not required to be memorialized in writing, and was formed with the unanimous consent of Meridian's members as evidenced by the fact that it existed without interference from any of the members for several years. Thus, plaintiffs' claim that all of Hicks Brothers' property management acts with regard to Meridian's property over the course of almost ten years were void *ab initio* is without merit.

Third, S-S argues that it had the right to unilaterally terminate Hicks Brothers. However, § 6.2(b) provides that "All decisions to be made by the Members shall be agreed to by the affirmative vote or consent of all of the Sharing Ratios of all the Members, except in those cases where only a majority vote is required, as provided herein." Thus, S-S had no right under the operating agreement to unilaterally terminate Hicks Brothers as property manager, a position Hicks Brothers held with regard to Meridian for almost ten years before S-S attempted to unilaterally terminate them. And, as discussed below, we reject S-S's claim that, as the only "disinterested" member of Meridian, it had such right.

Fourth, plaintiffs' claim that Merten Building and Coral Reef violated the operating agreement by failing to personally attend two special meetings called for by S-S in regard to the termination of Hicks Brothers is without merit. As the trial court properly concluded, the operating agreement does not contain a provision that mandates the personal attendance of other members at a special meeting called by one member. We also note that Merten Building and Coral Reef, through their counsel, sent several letters to S-S that were responsive to the issues raised at the meetings.

For all of the foregoing reasons, we reject plaintiffs' claim that the trial court "judicially reformed and rewrote the Operating Agreement" or "created a contract." Instead, it appears that plaintiffs have attempted to rewrite the operating agreement through selective reading or selective misinterpretation of its plain terms. Accordingly, the trial court properly granted summary disposition in favor of defendants as to plaintiffs' breach of operating agreement claims against defendants.

Next, plaintiffs argue that the trial court erroneously concluded that defendants did not engage in willfully unfair and oppressive conduct in violation of MCL 450.4515 with regard to

S-S, did not breach fiduciary duties owed to S-S, did not "freeze out" S-S as a minority member, and did not engage in a civil conspiracy to do any such acts. We disagree.

MCL 450.4515 provides, in pertinent part:

> (1) A member of a limited liability company may bring an action in the circuit court of the county in which the limited liability company's principal place of business or registered office is located to establish that acts of the managers or members in control of the limited liability company are illegal or fraudulent or constitute willfully unfair and oppressive conduct toward the limited liability company or the member.
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> * * *
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> (2) As used in this section, "willfully unfair and oppressive conduct" means a continuing course of conduct or a significant action or series of actions that substantially interferes with the interests of the member as a member. The term does not include conduct or actions that are permitted by the articles of organization, an operating agreement, another agreement to which the member is a party, or a consistently applied written company policy or procedure.

It is undisputed that limited liability companies involve fiduciary relationships. See NTS Am Jur 2d, Limited Liability Companies, § 11, pp 13-14. And "[a] civil conspiracy is a combination of two or more persons, by some concerted action, to accomplish a criminal or unlawful purpose, or to accomplish a lawful purpose by criminal or unlawful means." *Advocacy Org for Patients & Providers v Auto Club Ins Ass'n*, 257 Mich App 365, 384; 670 NW2d 569 (2003), quoting *Admiral Ins Co v Columbia Cas Ins Co*, 194 Mich App 300, 313; 486 NW2d 351 (1992).

Plaintiffs' arguments on appeal with regard to these issues all arise from the following alleged acts or circumstances: (1) the lack of written contract or property management agreement between Hicks Brothers and Meridian; (2) violating or refusing to abide by the member management provisions of the operating agreement; (3) violating or refusing to abide by the unanimous consent provisions of the operating agreement; (4) authorizing payments from Meridian to Hicks Brothers; (5) refusing to attend and/or participate in the special meetings called by S-S; (6) allowing Hicks Brothers to declare that there would be no cash distributions in 2007 due to "maintenance and repair activity;" (7) attempting to assume sole management and/or control of Meridian; (8) benefiting directly or indirectly and engaging in self-dealing as a result of the appointment of Hicks Brothers; (9) failing to communicate with S-S regarding Meridian business; and (10) failing to grant S-S access to Meridian's records.

As discussed above, with regard to the first five allegations: (1) the operating agreement does not provide that a written property management agreement must exist between Meridian and Hicks Brothers, (2) the operating agreement permits the employment of a property manager, (3) Hicks Brothers provided property management for almost ten years with S-S's consent before S-S attempted to unilaterally terminate the relationship Hicks Brothers had with Meridian, (4) §6.2(a) of the operating agreement provides that payment, at the expense of Meridian, is permitted for property management services, and (5) Merten Building and Coral Reef were not required to personally attend special meetings called by S-S. With regard to the sixth allegation,

plaintiffs have failed to set forth in the lower court record where the issue was previously raised by plaintiffs and addressed by the trial court; therefore, it is not preserved for appeal. See MCR 7.212(C)(7). Accordingly, plaintiffs have failed to establish that the trial court erroneously dismissed plaintiffs' claims of willfully unfair and oppressive conduct in violation of MCL 450.4515, breach of fiduciary duties, "freeze out," and civil conspiracy with regard to these allegations.

In their seventh allegation, plaintiffs claim that Merten Building and Coral Reef were attempting to assume sole management and/or control of Meridian. The only support plaintiffs offer for this allegation pertains to the continued employment of Hicks Brothers as property manager, against S-S's wishes, and the failure of Merten Building and Coral Reef to personally attend special meetings called by S-S. The operating agreement provides, however, as discussed above, that unanimous consent is required to terminate Hicks Brothers. We agree with the trial court that Coral Reef is an interested party with regard to the decision whether to terminate Hicks Brothers—because the members of Coral Reef are also partners in Hicks Brothers. However, we also agree with the trial court that plaintiffs have failed to establish a genuine issue of material fact that Merten Building is an interested party, i.e., has a direct or indirect interest, in regard to the provision of property management services by Hicks Brothers. See MCL 450.4502(5). Speculation and conjecture are insufficient to establish a genuine issue of material fact. *Detroit v Gen Motors Corp*, 233 Mich App 132, 139; 592 NW2d 732 (1998). And that Merten Building has exercised its right under the operating agreement not to consent to the termination of Hicks Brothers does not lead to the legal conclusions advanced by plaintiffs. See MCL 450.4515(2). Further, the operating agreement does not require the personal attendance of members at special meetings called by one member. Plaintiffs' eighth allegation pertains to alleged self-dealing through the appointment of Hicks Brothers as property manager. However, again, it is clear that Hicks Brothers had been the property manager since 1997 and the operating agreement did not prohibit Hicks Brothers from performing those services. With regard to the ninth allegation, plaintiffs have not set forth evidence that Merten Building or Coral Reef failed to communicate with S-S regarding Meridian business. Accordingly, plaintiffs have failed to establish that the trial court erred.

Finally, with regard to the tenth allegation, the trial court did conclude that Merten Building and Coral Reef's failure to grant S-S appropriate access to Meridian's records was a violation of (1) the operating agreement, as set forth in Count I of plaintiffs' complaint, (2) MCL 450.4503, which pertains to a member's right to obtain particular documents regarding the limited liability company, and (3) defendants' fiduciary duties, as partially set forth in Count III of plaintiffs' complaint. However, plaintiffs have failed to establish a genuine issue of material fact that such nondisclosure with regard to S-S's two requests for documents constituted (1) a continuous course of conduct that substantially interfered with S-S's interests in Meridian, MCL 450.4515(2), or (2) a concerted action to either accomplish an unlawful purpose, or to accomplish a lawful purpose by unlawful means. See *Advocacy Org for Patients & Providers*, 257 Mich App at 384. Accordingly, the trial court properly dismissed plaintiffs' claims of willfully unfair and oppressive conduct in violation of MCL 450.4515, "freeze out," and civil conspiracy in this regard.

Next, plaintiffs argue the trial court erroneously dismissed their derivative action claim brought pursuant to MCL 450.4510 after it concluded that such action "was valid and proper." We disagree.

MCL 450.4510 provides that a member may commence a civil suit in the right of a limited liability company if certain conditions are met, including that the plaintiff "fairly and adequately represents the interests of the limited liability company in enforcing the right of the limited liability company." MCL 450.4510(e).

The trial court noted that plaintiffs sought relief based on defendants' "failure to comply with S-S's termination letter, to attend the special meetings, and to turn over financial documents." The court concluded that, "to the extent that these claims are otherwise meritorious, S-S has brought a valid derivative claim pursuant to its rights as a member of the LLC." Plaintiffs argue that "the lower court specifically held that the Defendants breached the Operating Agreement and the [limited liability company] Act by failing to turn over the requested financial information—in other words, this particular claim was meritorious and should have precluded summary disposition on S-S's derivative claims." Thus, plaintiffs argue, the trial court's dismissal of plaintiffs' derivative action claim was clearly erroneous. Plaintiffs are correct in concluding that the only "meritorious" claim referred to by the trial court pertained to the failure to provide S-S the requested documents. However, the right to the requested documents was a right of S-S's, not a right of Meridian. That is, S-S attempted to enforce a right of S-S, not a right of Meridian. See MCL 450.4510. Because we agree with the trial court that none of the other claims were meritorious, as discussed above, we conclude that summary disposition of the derivative action claim was proper.

Next, plaintiffs argue that the trial court committed reversible error when it denied plaintiffs' request for declaratory and injunctive relief, holding that it did not have jurisdiction to enforce MCL 339.2501, which requires that real estate brokers like Hicks Brothers operate through a property management employment contract. We disagree.

Plaintiffs argue that Hicks Brothers provided property management services to Meridian in violation of MCL 339.2512c(1) of the occupational code because they did so without a property management employment contract. MCL 339.2512c(1) provides:

> Except as otherwise provided in this section, all property management duties, responsibilities, and activities performed by a real estate broker and his or her agent engaged in property management shall be governed by and performed in accordance with a property management employment contract.

MCL 339.2501(e) defines "property management" as "the leasing or renting, or the offering to lease or rent, of real property of others for a fee, commission, compensation, or other valuable consideration pursuant to a property management employment contract." MCL 339.2501(g) defines a "property management employment contract" as "the written agreement entered into between a real estate broker and client concerning the real estate broker's employment as a property manager for the client . . . ."

Here, it is undisputed that Hicks Brothers provided property management services to Meridian, but not "pursuant to a property management employment contract." MCL 339.2501(e). There was no such "written agreement entered into between a real estate broker and client . . . ." MCL 339.2501(g). And no such agreement was required under Meridian's operating agreement. Although the evidence reveals that, in 1997, Hicks Brothers did attempt to formalize its relationship with Meridian through a written management agreement that would have clearly defined each party's rights and responsibilities, Meridian members failed to enter into such an agreement. Thus, Hicks Brothers did not "engage[] in property management" as defined by MCL 339.2501(e) of the occupational code. It is a long-standing rule of statutory interpretation that, if a statute defines a term, that definition controls. *Haynes v Neshewat*, 477 Mich 29, 35; 729 NW2d 488 (2007). And clear statutory language must be enforced as written. *Fluor Enterprises, Inc v Dep't of Treasury*, 477 Mich 170, 174; 730 NW2d 722 (2007). Accordingly, MCL 339.2512c(1) was not violated because there was no property management employment contract that governed the performance of Hicks Brothers.

Next, plaintiffs argue that the trial court impermissibly engaged in fact-finding in granting defendants' motion for summary disposition. Plaintiffs are correct that courts are not to determine facts or weigh credibility in deciding a motion for summary disposition. *Skinner v Square D Co*, 445 Mich 153, 161; 516 NW2d 475 (1994). However, a motion for summary disposition under MCR 2.116(C)(10) tests the factual sufficiency of the complaint and may be granted as to legal claims when there is no genuine issue as to any material fact. MCR 2.116(C)(10); *Auto Club Ins Ass'n v State Auto Mut Ins Co*, 258 Mich App 328, 333; 671 NW2d 132 (2003).

Here, plaintiffs challenge various statements made in the trial court's opinion as impermissible fact-finding which purportedly led to the summary dismissal of most of plaintiffs' claims. We have thoroughly reviewed those statements and find that they were either not impermissible factual findings or not dispositive of any of the legal issues. As set forth above, we have reviewed each of the claims that were summarily dismissed and have concluded that they were properly dismissed by the trial court. Thus, to the extent that the trial court made extraneous or unnecessary statements in its opinion, plaintiffs are not entitled to the relief requested, i.e., "reversal of the grant of summary disposition to the Defendants."

Finally, plaintiffs argue that the trial court's "opinion is inconsistent on whether a protective order is in place but, in any event, one is not appropriate." The trial court's order in this regard provides:

> S-S shall hold confidential all nonpublic or sensitive information contained in [the requested documents]. Disclosure is limited to members of Meridian Investors, LLC as well as Hicks Brothers, as is necessary to continue normal operations of the LLC.

The language of the order is clear; thus, it needs no interpretation. The issue whether it was appropriately entered was not set forth in plaintiffs' statement of question involved as required by MCR 7.212(5). Further, plaintiffs have failed to appropriately argue the merits of the issue, giving cursory treatment with no citation to supporting authority with regard to whether the order was appropriate under the circumstances. See *Goolsby v Detroit*, 419 Mich 651, 655 n 1; 358 NW2d 856 (1984). Plaintiffs may not merely announce their position and leave it to this Court

to discover and rationalize the basis for their claim. See *Wilson v Taylor*, 457 Mich 232, 243; 577 NW2d 100 (1998). Therefore, we need not address this issue.

Affirmed. Costs to defendants as prevailing parties on appeal. See MCR 7.219(A).

/s/ Mark J. Cavanagh
/s/ Joel P. Hoekstra
/s/ Elizabeth L. Gleicher