IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

IKO MONROE, INC.	)	
Plaintiff,	)	
v.	)	C.A. No. 00-834 GMS
ROYAL & SUN ALLIANCE INSURANCE COMPANY OF CANADA, INC., HARTFORD INSURANCE COMPANY OF CANADA, INC., HIH COTESWORTH CANADA LIMITED,	)	
Defendants.	)	

MEMORANDUM AND ORDER

I. INTRODUCTION

In September 2000, IKO Monroe ("IKO") filed a declaratory judgment action against Royal & Sun Alliance Insurance Company of Canada, Inc. ("Royal Sun"), Hartford Insurance Company of Canada, Inc. ("Hartford"), and HIH Cotesworth Canada Limited ("HIH"). IKO seeks a declaratory judgment stating that the defendants had a duty to defend IKO Monroe against certain lawsuits pending in Michigan. After IKO amended its complaint, each of the defendants submitted a revised answer. In its amended answer, Hartford added a counterclaim for reformation of its insurance contract with IKO.

Presently before the court are two motions - IKO's motion for a more definite statement from Hartford on its counterclaim and Royal Sun's motion for summary judgment against IKO.[1] After reviewing the briefs and hearing oral argument, the court will deny IKO's motion for a more definite statement and grant Royal Sun's motion for summary judgment.

II. BACKGROUND

A. Factual Background

IKO Monroe, a subsidiary of IKO Industries Ltd., is a Delaware corporation with its principal place of business in Monroe, Michigan. IKO manufactures paper for use in roofing products. Asphalt is used in the manufacturing process. Both the asphalt and the paper production process cause IKO's plants emit disagreeable odors.

IKO entered into insurance contracts with Canadian based insurance providers Royal Sun, HIH, and Hartford. In the IKO-Royal Sun insurance contract, Royal Sun agreed to defend IKO against claims for "bodily injury, personal injury, [or] property damage." (D.I. 46 at 5.) The policy also limited the duty to defend in significant ways. Most important for the present discussion, the policy contained an "absolute pollution exclusion" clause. The absolute pollution exclusion clause stated that the policy's coverage did not extend to "claims arising out of the actual, alleged, potential or threatened spill, discharge, emission,

[1] By order of the court, HIH's motion for summary judgment was stricken and HIH was instructed to join in Royal Sun's motion. (D.I. 59.) The parties agree that the Royal Sun-IKO and HIH-IKO contracts contain very similar language. For simplicity, the court will refer only to Royal Sun. However, the same reasoning that applies to Royal Sun applies to HIH. By contrast, the language in the Hartford-IKO contract differs from the others, and therefore Hartford is not a party to this summary judgment motion.

dispersal, seepage, leakage, migration, release or escape of pollutants." (D.I. 46 at 5.) The contract defines the term pollutant as "any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, ***odour***, vapour, soot, fumes, acids, chemicals, and waste." (D.I. 46 at 5) (emphasis added).

In July 2000, the *Compora v. IKO Monroe* case was filed in Michigan state court. The *Compora* plaintiffs alleged that IKO's plant had caused "noxious odors ... accumulated and controlled by Defendant [IKO], to physically invade Plaintiff's person and property, [thereby] substantially and unreasonably interfer[ing] with Plaintiffs use and enjoyment of their property." (D.I. 46 at 7.) In October 2000, the city of Monroe, Michigan also filed suit against IKO in Michigan state court. In the *City of Monroe v. IKO Monroe* complaint, the City of Monroe charged that IKO "had been for some months prior to the date of this Complaint emitting or causing foul, offensive, noxious, and/or disagreeable odors or stenches which are extremely repulsive to the physical senses of persons in the general vicinity of the Defendant's premises." (D.I. 46 at 8.)

Following the filing of these lawsuits, IKO asked Royal Sun to defend it against the claims. After reviewing the *Compora* and *City of Monroe* complaints, Royal Sun determined that both plaintiffs sought damages based on IKO's emission of "noxious odors." Royal Sun then notified IKO that under the terms of the absolute pollution exclusion, it had no duty to defend either lawsuit.

B. IKO's Motion for a More Definite Statement

After Royal Sun refused to defend IKO, IKO filed suit in this court asking the court to declare that the defendants had a duty to defend the Michigan lawsuits. After each of the defendants answered, IKO requested and was given permission to amend its complaint. Subsequently, each of the defendants

submitted a revised answer. In its second answer, Hartford included a counterclaim against IKO for reformation of contract. In particular, paragraph 13 of the answer and counterclaim asserts that:

> To the extent the definition of personal injury in the Hartford Canada policy is interpreted to encompass claims arising out of or related to pollution, the definitional language permitting such interpretation was excluded solely because of mutual mistake on the part of both IKO and Hartford Canada ...

(D.I. 44, Exh. 1 at 16.)

In response to the counterclaim, IKO filed a motion for more definite statement pursuant to Rule 12(e). In the motion, IKO asserts that Hartford failed to plead its allegations of mutual mistake with sufficient particularity as required by Rule 9(b). Hartford responds by asserting that it should be permitted to clarify its pleadings through discovery. Furthermore, Hartford argues that it cannot plead with more particularity because the relevant facts are solely in IKO's possession. Hartford states:

> The facts within the possession of Hartford-Canada are that the parties to this insurance policy agreed to a contract that excluded coverage for pollution related claims and that, despite that intent and understanding, the written instrument as drafted by IKO or its insurance broker included language that IKO Monroe now alleges provides such coverage.

(D.I. 50 at 7.) In its reply, IKO cites several cases for the proposition that Hartford must plead with more specificity. Although IKO acknowledges that it is possible to clarify pleadings through subsequent pleadings or discovery, it denies that Hartford's pleadings sufficiently elucidate its claim.

C. Royal Sun's Motion for Summary Judgment

On the same day that IKO filed its motion for a more definite statement, Royal Sun filed a motion for summary judgment asserting that it had no duty to defend the *Compora* or *City of Monroe* actions. Royal Sun argues that since the definition of "pollution" in the policy includes "odours," there is no duty to defend against lawsuits based on noxious odors. Based on this interpretation of the clause and the fact that both of the underlying Michigan lawsuits seek damages for IKO's emission of noxious odors, Royal Sun maintains that it has no duty to defend either lawsuit.

IKO makes four basic arguments in its response brief. First, IKO asserts that the term "odours" was intended to mean only toxic odors. Second, IKO claims that the term "pollution" was intended to mean only "true pollution." Third, IKO alleges that it had a "reasonable expectation" of coverage because both IKO and Royal Sun knew or should have known that IKO's plants would produce some disagreeable odors in the normal course of business. Finally, IKO claims that it needs discovery from Royal Sun before it can demonstrate that the term "odour" is ambiguous.

In rebuttal, Royal Sun states that the absolute pollution exclusion does not limit the definition of odors to "toxic" odors. Royal Sun further contends that the clause is not limited to "true pollution." Royal Sun also states that IKO is not entitled to the benefit of the reasonable expectations doctrine because, under Michigan law, the reasonable expectations doctrine does not apply where the contract language is unambiguous. Finally, at oral argument, Royal Sun insisted that further discovery was unnecessary in this case because the contract language is unambiguous, and therefore extrinsic evidence is impermissible.

III. DISCUSSION

Since the summary judgment motion and the motion for a more definite statement require separate standards of review, the court will address each motion in turn. First, however, the court will address the choice of law issues involved in this case.

A. Choice of Law

The court accepts the view of both parties that Michigan law applies to this dispute. A federal district court sitting in diversity must apply the choice of law rules of the state in which it sits to determine which state's law governs the controversy before it. *Hionis Int'l Enterprises, Inc. v. Tandy Corp.*, 867 F. Supp. 268, 271 (D. Del. 1994) (citing *Day & Zimmermann, Inc. v. Challoner*, 423 U.S. 3, 4 (1975); *Klaxon Co. v. Stentor Mfg. Co.*, 313 U.S. 487, 496 (1941)). Therefore, the court will apply Delaware's choice of law rules.

In Delaware, "the subject matter of the contract is a factor to be considered as 'the state where the thing or risk is located will have a natural interest in the transactions affecting it.'" *See Liggett Group, Inc. v. Affiliated FM Ins. Co.*, No.CIV.A.00C-01-207, 2001 WL 589041, at *6 (Del. Super. Ct. May 15, 2001) (citations omitted). Delaware courts have held that in environmental insurance coverage cases, "the location of the subject matter is the location of the sites where the environmental damage or injury occurred." *See id.* In this case, Michigan is the site of the alleged environmental injury. Therefore, the court concludes that Michigan law will govern its analysis of the contract language at issue.

B. Royal Sun's Motion for Summary Judgment

1. The Summary Judgment Standard

Summary judgment is appropriate only if the record shows that there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(c). *See also 2-J Corp. v. Tice*, 126 F.3d 539, 540 (3d Cir. 1997). The moving party bears the burden of proving that there are no genuine issues of material fact in dispute. *See Carter v. Exxon Co.*, 177 F.3d 197, 202 (3d Cir. 1999); *Ideal Dairy Farms, Inc. v. John Labatt, Ltd.*, 90 F.3d 737, 743 (3d Cir. 1996). In deciding a motion for summary judgment, all inferences should be drawn in the light most favorable to the non-moving party. *See Carter v. Exxon Co.*, 177 F.3d at 202. In determining if summary judgment is appropriate, the court's "function is not to weigh the evidence and determine the truth of the matter," but to determine whether there are genuine issues of material fact in dispute. *Id.* (citation omitted). "Facts that could alter the outcome are 'material', and disputes are 'genuine' if evidence exists from which a rational person could conclude that the position of the person with the burden of proof on the disputed issue is correct." *Ideal Dairy Farms*, 90 F.3d at 743 (citation omitted).

In particular, in a breach of contract action, the court can grant summary judgment only when "the contract is unambiguous and the moving party is entitled to judgment as a matter of law." *Newport Assocs. Indem. Co. v. Traveler's Indemnity Co.*, 162 F.3d 789, 791 (3d Cir. 1999) (citing *Tamarind Resort Assocs. v. Government of Virgin Islands*, 138 F.3d 107, 111 (3d Cir.1998)).

2. The Contract Language Is Unambiguous

The court finds that the contract is unambiguous and that Royal Sun is entitled to judgment as a matter of law based on the four corners of the contract. The court will now explain why IKO's arguments to the contrary are unavailing.

a. The term "odour"

IKO maintains that the term "odour" was intended to apply to "toxic odours" only. Under Michigan law, contract terms are given their plain meaning. *See Datron, Inc. v. CRA Holdings, Inc.*, 42 F. Supp. 2d 736, 742 (W.D. Mich. 1999) ("The court should accord the words and phrases of the contract their plain meaning..."); *McKusick v. Travelers Indemn. Co.*, No.CIV.A.221171, 2001 WL 637676, at *4 (Mich. App. June 8, 2001) ("This court must enforce the insurance policy in accordance with its terms that are interpreted in light of their commonly used, ordinary, and plain meanings."). A contract term is ambiguous where it is susceptible to more than one valid interpretation. *See Society of St. Vincent DePaul in Archdiocese of Detroit v. Mt. Hawley Ins. Co.*, 49 F. Supp. 2d 1011, 1016 (E.D. Mich. 1999); *Cole v. Ladbroke Racing Michigan, Inc.*, 614 N.W.2d 169, 176 (Mich. App. 2000). If the court finds that the term is ambiguous, extrinsic evidence may be admitted to explain the ambiguity. *See New Amsterdam Cas. Co. v. Sokolowski*, 132 N.W.2d 66, 68 (Mich. 1965) ("[If a contract] is ambiguous, testimony may be taken to explain the ambiguity."). If, however, the court finds that the term is unambiguous, no extrinsic evidence will be allowed to interpret the term. *See City of Kalamazoo v. Michigan Disposal Service Corp.*, 125 F.Supp.2d 219, 243 (W.D. Mich. 2000) ("When words of written contract are clear and unambiguous ... the court has no right to look to extrinsic evidence to determine their intent."); *Commercial Union Ins. Co.*

v. Cannelton Industries, 938 F. Supp. 458, 461 (W.D. Mich. 1996) ("Under Michigan law, when insurance policy is clear and unambiguous, there is no need for the court to resort to extrinsic evidence.").

The term "odour" as used in the contract at issue is not ambiguous. Its meaning is plain. Webster's Third New International Dictionary defines an "odour" as "a quality of something that affects the sense of smell ... a scent, fragrance, or aroma." WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY 1565 (1993). In other words, colloquially speaking, an odor is a smell. Although an odor can be disagreeable, *see id.*, the court has found no evidence - and IKO has presented none - that an odor must be toxic or that the term as normally understood encompasses toxic materials at all. The plain meaning of the word "odour," therefore, does not lend itself to the interpretation suggested by IKO.

IKO further suggests that plain meaning notwithstanding, the parties to the contract understood "odours" to mean only "toxic odours." However the record does not support this contention. It is clear that the insurance clause does not include any reference to "toxic odours" or "noxious odours" or "polluting odours"- only "odours." The term is left unmodified. The parties here appear to be very sophisticated, of equal bargaining strength, and to have negotiated this contract at arm's length. Since "odours" as normally understood does not by definition include "toxic odors," if IKO intended only toxic odors to be exempted from coverage, it could have and should have negotiated to have this included in the contract. The court will not re-write the contract now to produce the result that IKO seeks.

b. The term "pollution"

IKO also contends that the entire pollution exclusion clause, not just the language dealing with odors, is directed only at "true environmental pollution"- that is, the release of hazardous substances into the environment. In support of this contention, IKO cites numerous cases from various jurisdictions wherein courts held that insurance clauses such as the one here are only applicable to cases involving major environmental harm. This court, however, is applying Michigan law. In *McKusick v. Travelers Indemn. Co.*, the Michigan Court of Appeals expressly rejected IKO's argument, stating that where the pollution exclusion clause at issue does not specifically require that the insured cause traditional environmental pollution before triggering the exclusion, the court will not judicially engraft such a limitation. *See McKusick*, 2001 WL 637676, at *4. The plain language of the pollution exclusion clause at issue does not specifically state that the insured must cause "traditional" or "true" environmental pollution. Therefore, under Michigan law, this court cannot interpret the clause as requiring traditional environmental pollution, and will not do so.

c. Reasonable expectation of coverage

IKO's third argument is that it had a reasonable expectation of coverage based on the parties' understanding that IKO's plants would normally generate disagreeable smells. IKO cites various cases from other jurisdictions in support of this position. However, as Royal Sun has pointed out, no ***Michigan*** court has held that the "reasonable expectations" doctrine applies where the contract language is unambiguous. Michigan courts have consistently stated, and recently reaffirmed, that the"reasonable

expectations" doctrine applies only where the contract language at issue is ambiguous.[2] As explained earlier, the contract provisions at issue here are unambiguous regarding the scope of coverage. Therefore, under Michigan law, IKO is not entitled to the benefit of the reasonable expectations doctrine, and the court will not apply that doctrine in this case.

d. Discovery

Finally, since the court finds that the contract is unambiguous, it will reject IKO's final argument that it should be allowed discovery on this issue. Under Michigan law, extrinsic evidence is admissible to interpret a contract only where the terms are ambiguous. *See New Amsterdam*, 132 N.W.2d at 68, *Commercial Union*, 938 F. Supp. at 461. (W.D. Mich. 1996). Since the court finds that the terms are unambiguous, however, there is no need for discovery.

IKO further argues that discovery should be permitted because the ambiguity is latent. Although Michigan courts permit extrinsic evidence to resolve latent ambiguities, *see McCarty v. Mercury Metalcraft Co.*, 127 N.W.2d 340, 344 (Mich. 1964), IKO has not sufficiently demonstrated the presence of a latent ambiguity. A latent ambiguity arises "where the language employed is clear and intelligible and suggests but a single meaning, but some extrinsic fact or extraneous evidence

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[2] *See Farm Bureau Mut. Ins. Co. of Mich. v. Nikkel*, 596 N.W.2d 915, 921(Mich. 1999) ("[T]he rule of reasonable expectations has no applicability here because no ambiguity exists in the [insurance] clause and the insured could have discovered the clause on examination of the contract.") citing *Vanguard Ins. Co. v. Clarke*, 475 N.W.2d 48, 52 n.7 (Mich. 1991) ("Factors to consider in determining the legitimate existence of reasonable consumer expectation include 'whether an insurance policy includes a provision that unambiguously limits or excludes coverage and whether a policyholder could have ... discover[ed] a relevant clause that limits coverage.'"); *McKusick*, 2001 WL 637676, at *4 (holding reasonable expectations doctrine did not apply because "the pollution exclusion clause was "clear[] and unambiguous[]").

creates a necessity for interpretation..." *See id.* As indicated at oral argument, the typical latent ambiguity situation involves two items, only one of which is named in the contract. *See e.g.*, *Raffles v. Wichelhaus*, 159 Eng. Rep. 375 (Ex. 1864) (two ships named 'Peerless').

IKO's discovery request is not directed at the facts surrounding contract formation, but rather at information regarding Royal Sun's interpretation of the contract terms. However, a party's interpretation of contract terms is not actually a fact because one party's understanding of the contract terms is not binding on the other party. *See Turner Holdings, Inc. v. Howard Miller Clock Co.*, 657 F.Supp. 1370, 1380 (W.D. Mich. 1987). Thus, even if IKO could prove that Royal Sun had another understanding of the contract terms, this different understanding or interpretation is not sufficient to create a latent ambiguity. *See id.* (refusing to find latent ambiguity based on defendant's "uncommunicated belief" about the meaning of contract terms). Therefore, the court is not compelled to find a latent ambiguity here.

e. Judgment as a matter of law

Having found that the pollution exclusion clause is unambiguous, the court further finds that Royal Sun is entitled to judgment as a matter of law based on the unambiguous wording of the contract. Absent fraud, duress, unconscionability, or other such factors, a court is bound to give full effect to a valid contract between two parties. *See Mellon Bank, N.A. v. Aetna Business Credit, Inc.*, 619 F.2d 1001, 1009 (3d Cir. 1980). First, the court finds that there was a valid contract here - the parties do not dispute this fact. Second, the court does not find any impediment to the enforcability of this contract. There are no indicia of fraud, duress, or the like. Since there was a valid and unambiguous contract with no impediments to enforcability, the court must give full effect to the words of that contract. Under that contract, Royal Sun is not required to defend actions arising from the "discharge, emission, dispersal, seepage, leakage,

migration, release, or escape" of pollutants. Pollutants includes "odours." "Odour" is not limited to toxic odors. Since the underlying lawsuits both involve claims against IKO for the discharge of odors, and the discharge of odor is explicitly exempted from coverage by the policy in question, Royal Sun has no contractual duty to defend either lawsuit. Given the court's ruling, it will not reach the arguments regarding the timing of the Michigan lawsuits or the distinction between damages and injunctive relief.

C. *IKO's Motion for More Definite Statement*

A motion for a more definite statement should be granted only where the pleading is so "vague or ambiguous" that the opponent cannot draft a responsive pleading. *See* FED. R. CIV. P. 12(e). *See also Schaedler v. Reading Eagle Publication*, 370 F.2d 795, 798 (3d Cir. 1967) (same). Courts have interpreted this language to mean that the motion should only be granted where the pleading is unintelligible, s*ee CFMT, Inc. v. Yieldup International Corp.*, No.CIV.A.95-549, 1996 WL 33140642, at *1 (D. Del. Apr.5, 1996); *United States v. Board of Harbor Commissioners*, 73 F.R.D. 460, 462 (D. Del. 1977), or the issues cannot be determined. *See Fischer & Porter Co. v. Sheffield Corp.*, 31 F.R.D. 534, 536 (D. Del. 1962); *Container Co. v. Carpenter Container Corp.*, 8 F.R.D. 208, 210 (D. Del. 1948).

IKO's motion for a more definite statement under Rule 12(e) must be denied. First, after reviewing the pleadings, the court finds that Hartford's pleading is far from unintelligible. It is clear on the face of the complaint that Hartford is alleging "mutual mistake." Furthermore, nothing in the briefs or at argument indicates that IKO was or is unable to determine that mutual mistake is the issue. Since IKO is able to discern the issues, it is also able to respond to them.

Second, to the extent that IKO's motion rests on the contention that Hartford has not pleaded

mistake with sufficient particularity under Rule 9(b), this argument must also fail. While Rule 9(b) requires that fraud and mistake be pleaded with particularity, *see* FED. R. CIV. P. 9(b), this rule must be read in conjunction with Rule 8 which outlines the liberal standard of pleading favored by the Federal Rules of Civil Procedure. *See* 5 CHARLES ALAN WRIGHT & ARTHUR R. MILLER, FEDERAL PRACTICE AND PROCEDURE § 1298 ("Rule 9(b) ... does not render the general principles set forth in Rule 8 entirely inapplicable to pleadings alleging fraud; rather the two rules must be read in conjunction with each other."). The federal rules contemplate notice rather than fact pleading. This standard applies to Rule 9(b) as well. *See id.* ("[N]either Rule 8 nor Rule 9(b) requires fact pleading."). Thus, even under Rule 9(b), the circumstances, rather than the specific facts of the claim, are essential. *See id.* ("Although circumstances may consist of facts, the obligation to plead circumstances need not be treated as requiring allegations of facts in the pleading."). By notifying IKO that mutual mistake is the issue, Hartford has provided IKO with the general circumstances involving its claim.

Further, where an issue is not pleaded with particularity, a party can clarify its claims through its subsequent pleadings and briefs. *See Union Carbide v. Shell Oil Co.*, No.99-CV-274, 2000 WL 1481015, at *2 (D. Del. Sept. 29, 2000) ("Here the defendant's pleadings appear to be 'bare-boned' on their face. However, its brief submitted in opposition to the present motion sufficiently clarified its pleadings to overcome Rule 9(b)'s requirements."); *Scripps Clinic and Research Foundation v. Baxter Travenol Laboratories,* Civ.A.No. 87-140, 1988 WL 22602, at *3 (D. Del. Mar. 9, 1988) (noting that defendant clarified its pleading in response to plaintiff's interrogatories). In its Opposition to IKO Monroe's Motion for a More Definite Statement, Hartford stated:

The facts within the possession of Hartford-Canada are that the parties to this insurance

> policy agreed to a contract that excluded coverage for pollution related claims and that, despite that intent and understanding, the written instrument as drafted by IKO or its insurance broker included language that IKO Monroe now alleges provides such coverage.

Through this paragraph, Hartford has managed to add more detail to what it meant by "mutual mistake." These details appear to focus on the intent and understanding of the parties at the time of drafting. Hartford can either admit that the inclusion of the clause was the intent of the parties, deny that it was the intent of the parties, or state that it lacks sufficient information at this time to admit or deny that it was the intent of the parties. Therefore, the court finds that there is sufficient particularity.[3] Consequently, a more definite statement of the claim is unnecessary.[4]

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[3]Although IKO offers several cases supporting its argument that Rule 9(b) requires Hartford to be more specific, *see Christidis v. First Pennsylvania Mortgage Trust*, 717 F.2d 96 (3d Cir. 1983); *SEC v. Saltzman*, 127 F. Supp. 2d 660 (E.D. Pa 2001);*United States v. Kensington Hospital*, 760 F.Supp.1120 (E.D. Pa. 1991), all of the cited cases involve fraud. The same considerations that make it necessary to plead fraud with specificity - namely damage to reputation - do not arise in the mistake context. *See Bankers Trust Co. v. Old Republic Ins. Co.*, 959 F.2d 677, 683 (7th Cir. 1992) ("Accusations of fraud do serious damage to the goodwill of a business firm or professional person .... Why, if this is the true rationale of Rule 9(b), allegations of mere mistake should have to be particularized is a mystery.").

[4] The court finds that the "motion to strike" issue is rendered moot by the court's ruling on IKO's motion for a more definite statement.

IV. CONCLUSION

For the foregoing reasons, the court concludes that Royal Sun has no duty to defend the Michigan lawsuits. Therefore, the court grants Royal Sun's motion for summary judgment. The court further concludes that IKO is able to form a responsive pleading. Therefore, IKO's motion for a more definite statement is denied.

For these reasons, IT IS HEREBY ORDERED that:

1. Royal & Sun Alliance Insurance Company of Canada, Inc.'s Motion for Summary Judgment (D.I. 45) is GRANTED.

2. Summary Judgment be and hereby is ENTERED in favor of Royal & Sun Alliance Insurance Company of Canada, Inc. and HIH Cotesworth Canada Limited and against IKO, Monroe on all claims in the complaint.

3. IKO Monroe's Motion for a More Definite Statement (D.I. 44) is DENIED.

Date December 7, 2001

Gregory M. Sleet
UNITED STATES DISTRICT JUDGE