

ORDER NO. 89697

The Formal Complaint of Regency Furniture
of Brandywine, Inc. v. Washington Gas –
Maryland Division

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BEFORE THE
PUBLIC SERVICE COMMISSION
OF MARYLAND

CASE NO. 9641

Issue Date: February 1, 2021

ORDER DENYING APPEAL

1. The present case is before the Public Service Commission on appeal by Regency Furniture of Brandywine, Inc. (“Complainant”) from the Proposed Order of the Public Utility Law Judge (“PULJ”) issued on September 30, 2020 denying the Complaint. The Proposed Order rejected Complainant’s request that the Commission prevent Washington Gas Light Company (“Washington Gas”) from transferring to Complainant’s account a \$340,113.60 bill that arose from a theft of gas service investigation by Washington Gas. For the reasons discussed below, the Appeal is denied and the Proposed Order is affirmed.

I. PROCEDURAL HISTORY

A. Consumer Affairs Division

2. Complainant filed an informal complaint with the Commission’s Consumer Affairs Division (“CAD”) on October 15, 2019, disputing the appearance of a significant balance in excess of normal monthly consumption.¹ CAD assigned the matter a case number and,

¹ The dispute alleged that the stated balance appeared on the account without explanation.

pursuant to Code of Maryland Regulations (“COMAR”) 20.32.01.04H, issued a notice directing Washington Gas to respond.²

3. On October 17, 2019, Washington Gas responded that the bill resulted from a theft of gas service investigation. Specifically, Washington Gas stated that the bill related to an account at 990 Largo Center Drive that was investigated by Washington Gas’s Field Operations and Collection team. Washington Gas stated that it turned off gas service and removed the meter on this account on January 5, 2007 for nonpayment. However, Washington Gas discovered that infrastructure had subsequently been installed to circumvent the removed meter and to unlawfully restore service. Washington Gas claimed that gas was consumed at the Largo Center Drive location from January 5, 2007 through December 13, 2017 (the “theft-of-service period”), which compelled Washington Gas to remove all gas piping connected to the premises. Washington Gas subsequently calculated an estimated bill for the theft-of-service period.³ Washington Gas contended that Regency Furniture of Largo, Inc. operated at 990 Largo Center Drive at the time of the theft and that it is commonly owned with Regency Furniture of Brandywine, Inc. with both locations sharing the trade name “Regency Furniture.”

4. Because Regency Furniture ceased operations at the 990 Largo Center Drive address, Washington Gas transferred the bill to Regency Furniture at the Brandywine location.

² CAD assigned the dispute Case No. 1019345478-W.

³ Washington Gas prepared an estimated bill pursuant to General Service Provision (“G.S.P.”) 8 of its tariff. That provision authorizes Washington Gas to “estimate[] and bill the Customer the proper charge for the unregistered service by reference to the Customer's consumption during similar normal periods.” Washington Gas calculated the estimated bill for 990 Largo Center Drive based on actual usage at the site during calendar years 2005-2006.

5. On November 26, 2019, CAD issued a decision finding that Washington Gas was within its rights in seeking collection of payment for the gas at 990 Largo Center Drive. On December 2, 2019, Complainant filed a request for further review, claiming that it is a distinct corporate entity that was formed on March 18, 2003, with a service address of 7900 Cedarville Road, Brandywine, Maryland, and that it has never used or operated a service location at 990 Largo Center Drive. Complainant also challenged the methodology used by Washington Gas to calculate the theft of gas charges, and it further argued that the statute of limitations barred most of Washington Gas's claims. On December 10, 2019, Washington Gas filed a response in opposition and included pictures by the company's field technicians showing the illegal tampering.

6. On January 9, 2020, CAD issued a decision finding that COMAR 20.55.04.05G(1) authorizes a utility to render a bill based on an estimated reading in the event the meter failed to register in whole or in part due to tampering. CAD additionally found that Washington Gas properly calculated the charges based on its applicable tariff provisions. Finally, CAD found that the statute of limitations did not bar Washington Gas from collecting the entire outstanding bill.

7. On January 17, 2020, Complainant filed a Formal Complaint with the Commission. Complainant claimed that: (i) it should not be held legally responsible for utility charges incurred by a sister corporation operating at a separate address; (ii) Washington Gas did not demonstrate that the \$340,113.60 amount should be attributed to Complainant; and (iii) the statute of limitations, the equitable doctrine of laches, and procedural due process bar Washington Gas from transferring the charges to Complainant. Complainant also requested a hearing on the matter.

8. The Commission issued a notice on January 21, 2020, pursuant to *Annotated Code of Maryland*, Public Utilities Article (“PUA”) § 3-102(b), requiring Washington Gas to respond to the Formal Complaint. On February 20, 2020, Washington Gas filed an opposition to the Formal Complaint. Complainant filed supplemental information on March 4, 2020.

9. On April 16, 2020, the Commission issued an order initiating a new proceeding, docketing this case as Case No. 9642, and delegating the matter to the Public Utility Law Judge (“PULJ”) Division to conduct evidentiary proceedings. On April 30, 2020, the PULJ issued a bench data request for certain billing information and correspondence between the parties. Washington Gas responded to the bench data request on June 8, 2020. The PULJ issued a second bench data request on June 11, 2020, and Washington Gas responded on June 25, 2020. Complainant filed supplemental information on July 6, 2020, and filed documents for intended use at the evidentiary hearing on July 10, 2020. An evidentiary hearing was held virtually on August 12, 2020. Washington Gas filed a Corrected Bench Exhibit No. 6 on August 27, 2020 and a post-hearing brief on September 11, 2020. Complainant subsequently circulated a post-hearing memorandum, though it was not filed in the docket.

B. Decision of the PULJ

10. On September 30, 2020, the PULJ issued a decision finding that Complainant was responsible for the charges during the theft-of-service period. She found that Regency Furniture was operating a location at 990 Largo Center Drive through at least December 13, 2017, that the Articles of Incorporation for Regency Furniture of Largo, Inc. were

executed on December 18, 2006, and that there was unauthorized gas service to the Largo location during those approximate times.⁴ The PULJ rejected Complainant’s argument that it was a distinct legal entity that should not be held responsible for the theft of gas at the Largo location, finding that the customer for both accounts was Regency Furniture, rather than Regency Furniture Brandywine, Inc. or Regency Furniture Largo, Inc. The Proposed Order also noted that nothing in Washington Gas’s tariff prevents a single customer from holding multiple accounts.⁵ The PULJ found that it is not necessary to pierce the corporate veil for Complainant to be required to pay for the gas service at the Largo location, given that Complainant held itself out to Washington Gas as “Regency Furniture,” and that Complainant and Regency Furniture Largo, Inc. both used the trade name Regency Furniture.⁶ However, assuming *arguendo* that Complainant had proved that Regency Furniture of Largo, Inc. is the sole entity responsible for gas service at the Largo location, the PULJ found that the corporate form of that entity could be disregarded to enforce the paramount equity in this case.⁷ In particular, the PULJ found that: “An entity should not be allowed to profit from theft of gas service to the potential physical and clear economic detriment of third parties.”⁸

11. The PULJ determined that Washington Gas properly calculated the final bill for unauthorized gas service, which was revised to be \$292,008.⁹ In response to Complainant’s argument that Washington Gas should have discovered the theft of service

⁴ Proposed Order at 4.

⁵ *Id.* at 6-8.

⁶ *Id.* at 12.

⁷ *Id.* at 14.

⁸ *Id.*

⁹ *Id.* at 5.

earlier, the PULJ found that nothing in the Commission’s regulations or Washington Gas’s tariff places the onus of discovering unauthorized service on the utility.¹⁰ Finally, the PULJ rejected Complainant’s argument that the statute of limitations or the doctrine of laches should bar a portion of the transferred bill.¹¹ Specifically, the PULJ observed that COMAR 20.55.04.05G governs theft of service cases, and provides no time limitation for issuing an estimated bill related to theft of service. Additionally, the PULJ found that the six-month period between discovery of the theft of service and the date of the bill for estimated charges was reasonable.¹² The PULJ further found that the additional two to three months taken to transfer the bill to Complainant after nonpayment was reasonable.

C. Appeal to Commission

12. On October 28, 2020, Complainant filed a Notice of Appeal of the Proposed Order. In its appeal, Complainant contends that the PULJ made a number of erroneous factual findings, including that “Regency Furniture” is a single entity having multiple accounts.¹³ Complainant argues that to the contrary, Regency Furniture Brandywine, Inc. and Regency Furniture Largo, Inc. are distinct corporations, and that at the time gas service was terminated in January 2007, the customer at 990 Largo Center Drive was Fahim R. Rabie, who operated the Regency Furniture store at Largo. Complainant further claims that it was a matter of public record that Regency Furniture of Largo, Inc. operated a store at 990 Largo Center Drive, and that Washington Gas should be “charged with knowledge of this

¹⁰ *Id.* at 3.

¹¹ *Id.* at 14.

¹² *Id.* at 15.

¹³ Memorandum on Appeal at 3.

fact as a matter of law.”¹⁴ Complainant contends that the PULJ erred in finding that both gas accounts were the responsibility of Regency Furniture, and that bills from the Largo location could be transferred to the Brandywine location. Complainant claims that the PULJ erred as a matter of law in finding that the corporate entity of Regency Furniture of Largo, Inc. could be disregarded and the charges transferred to Regency Furniture of Brandywine, Inc., including through a finding of paramount equity. Finally, Complainant argues that the statute of limitations bars a portion of the theft-of-service charges. Specifically, Complainant contends that COMAR 20.55.04.05(E)(2), which allows utility recovery for theft of gas without time limitation, does not apply to this case because Washington Gas has not established that Complainant participated in or aided the theft of service.¹⁵

13. Washington Gas filed a Reply Memorandum opposing the Appeal on November 24, 2020, arguing that Complainant’s corporate structure has no bearing on how it is treated under Washington Gas’ Commission-approved tariff for purposes of service liability. Washington Gas further argues that the Proposed Order correctly found that “Regency Furniture” directed Washington Gas to establish a corporate account in which a number of Regency Furniture companies’ subaccounts reside, including Complainant’s. Washington Gas contends that the Proposed Order properly applied Washington Gas’s tariff as governing the billing relationship between Washington Gas and Complainant, and that the PULJ correctly found that charges for gas service at 990 Largo Center Drive were legally transferred to Complainant pursuant to that tariff and Commission regulations.

¹⁴ *Id.* at 4.

¹⁵ *Id.* at 5.

Finally, Washington Gas asserts that nothing in COMAR or Maryland law imposes a time limitation that would reduce the bill it transferred to Complainant.

II. COMMISSION DECISION

A. Identity of Customer and Transfer of Bill

14. The Commission affirms the decision of the PULJ and finds no factual or legal error in the Proposed Order. The record supports the finding that the customer for each of Regency Furniture's Brandywine and Largo locations was Regency Furniture, notwithstanding Complainant's subsequent effort to invoke the corporate shell of Regency Furniture Largo, Inc. to shield it from liability for over a decade of theft of service.

15. The record supports the conclusion that the Regency Furniture store operating at Largo stole gas between 2007 and 2017. During the hearing, Complainant did not deny the theft of gas at Regency Furniture's Largo location. On brief, Complainant acknowledged that during the theft-of-service period, "the furniture store at 990 Largo Center Drive was operated by Regency Furniture of Largo, Inc. d/b/a 'Regency Furniture.'"¹⁶ Additionally, Washington Gas witness Patrick Keller testified that he discovered the theft of gas at Largo in December 2017 when he found piping installed onsite to circumvent the utility's prior removal of the meter in 2007 for nonpayment on the account.¹⁷ As a consequence, Washington Gas removed all gas piping connected to the premises. Mr. Keller further

¹⁶ *Id.* at 1.

¹⁷ Hr'g. Tr. at 16. According to records at the State Department of Assessments and Taxation, the prior company operating at 990 Largo Center Drive was "Regency Furniture." Bench Exhibit 3.

testified that he observed the name Regency Furniture on the storefront on the outside of the building during his inspection.¹⁸

16. The operation of Regency Furniture Largo, Inc. also corresponds with the theft-of-service period. The Articles of Incorporation for Regency Furniture of Largo, Inc. were executed on December 18, 2006 and filed on January 17, 2007, consistent with the beginning of the theft of service on January 5, 2007.¹⁹ Additionally, Complainant states that the lease for the Largo location expired in August 2019 and the premises were no longer operated under the Regency Furniture name, which coincides with the theft of service through December 2017.

17. The PULJ's decision is in conformance with the definition of Customer under Washington Gas's tariff. G.S.P. 1.b(2) of WGL's tariff provides that the term "Customer" includes "[a]ny corporation, municipality, governmental agency, person, group of persons, or partnership to whom the Company furnishes service. Each individual establishment, single-family residence, and apartment (separately metered) shall be a customer." As observed by the PULJ, a group of persons may be a customer.²⁰ In this case, Regency Furniture is the customer, which is comprised of Regency Furniture Largo, Inc. and Regency Furniture Brandywine, Inc.

18. Additionally, nothing in Washington Gas's tariff or the Commission's regulations requires Washington Gas to investigate the corporate identity of the customer seeking gas service.²¹ Instead, Commission regulations and Washington Gas's tariff require a potential

¹⁸ Hr'g. Tr. at 21.

¹⁹ Bench Exhibit 3.

²⁰ Proposed Order at 6-7.

²¹ *Id.* at 7.

gas customer to identify itself to Washington Gas. For example, COMAR 20.55.04.01-1A provides that a utility may accept either written or verbal applications for service; and Washington Gas's tariff requires that a new customer make an application to receive natural gas service. G.S.P. 2(b) - Application for Service.

19. The PULJ correctly found that there is no requirement under Washington Gas's tariff or the Commission's regulations that each customer be a distinct and separate legal entity or person.²² In other words, a corporation or person may have more than one account. Moreover, the Commission has upheld the right of a utility to transfer the unpaid bill of a customer account to another account held by that customer.²³

20. The record demonstrates that Complainant and Regency Furniture Largo, Inc. both held themselves out as Regency Furniture. For example, Washington Gas witness Keller testified that the name Regency Furniture, Inc. was provided to the utility and was used to establish the accounts for the Regency Furniture locations at Brandywine and Largo.²⁴ With regard to locations other than the central location at Brandywine, Mr. Keller testified that "we would just forward those bills for those stores to their one central address which is the Cedarville Road address."²⁵ Additionally, Regency Furniture was the name of the entity to which bills were sent for both the Brandywine and Largo accounts.²⁶ In other words, Washington Gas established a corporate account for Regency Furniture, and considered each of the Regency Furniture locations that applied for service and had utility bills sent to the Cedarville Road address, including Brandywine and Largo, to be sub-

²² *Id.* at 6.

²³ *See, e.g.,* Case No. 7721, *Williams v. Balt. Gas and Elec. Co.*, Order No. 66510, 75 Md. P.S.C. 3 (1984).

²⁴ Hr'g. Tr. at 109 (Keller).

²⁵ *Id.*

²⁶ Docket Item No. 7; Docket Item No. 10; Regency Furniture Exhibit 2.

accounts under the Regency Furniture corporate account.²⁷ Regency Furniture was the customer in both cases.

21. An entity named Regency Furniture of Largo, Inc. never applied to Washington Gas for service. Indeed, Regency Furniture of Largo, Inc. did not come into existence until January 17, 2007, when Articles of Incorporation were filed with the State Department of Assessments and Taxation (“SDAT”), which occurred after the date gas service was provided to the Largo location.²⁸ Again, natural gas service was established at that location under the name Regency Furniture. Additionally, as the Proposed Order provides, “if Regency Furniture of Largo, Inc. had wanted to observe the corporate formality of having its name on an account for gas service that only it was responsible for, Regency Furniture of Largo, Inc. could have requested that an account be set up bearing that name.”²⁹ It did not.

22. It is also noteworthy that the Articles of Incorporation for both Regency Furniture of Brandywine, Inc. and Regency Furniture of Largo, Inc. have as their principal office in the State of Maryland the 7900 Cedarville Road address.³⁰ According to the application in the SDAT records, the trade name Regency Furniture was to be used with respect to both the Brandywine and the Largo Regency Furniture locations.³¹ That is, both Regency Furniture of Brandywine, Inc. and Regency Furniture of Largo, Inc. were owners of the trade name Regency Furniture. The fact that the Articles of Incorporation for both Complainant and Regency Furniture of Largo, Inc. reflect that their principal office was

²⁷ Hr’g. Tr. at 33-34, 110-11, 113, and 136-37.

²⁸ Proposed Order at 8-9.

²⁹ *Id.* at 9.

³⁰ Bench Exhibits 1 and 3.

³¹ Bench Exhibit 2.

located at 7900 Cedarville Road is “further indicative of the affiliation of the two entities, and that the 990 Largo Center Drive location was a retail location of the umbrella corporation.”³² The evidentiary record also established that Abdul Ayyad is the owner of all Regency entities, including all Regency Furniture stores.³³ Additionally, Complainant conceded at the hearing that “all the bank account information [including the routing and bank account numbers for the various Regency Furniture entities] is uniform between all the accounts.”³⁴ Likewise, Complainant witness David Hu—Vice President of Operations—testified that an entity known as Regency Management Services makes payments to Washington Gas on behalf of the various retail locations of Regency Furniture and that he is also paid by Regency Management Services.³⁵

23. Given this uncontroverted evidence of shared operations, the Commission agrees with the PULJ that the Regency Furniture stores at Brandywine and Largo “are not separate corporate accounts, or even accounts belonging to separate entities; they are all accounts belonging to the entity that held itself out to [Washington Gas] as Regency Furniture.”³⁶ Accordingly, the “individual accounts were and are the responsibility of the entity known and trading as Regency Furniture”³⁷ and transfer of the account balance at the

³² Proposed Order at 10.

³³ Hr’g. Tr. at 171 (Hu).

³⁴ *Id.* at 42, 179 (Hu); WGL Exhibits 1-6. The Commission finds convincing the specific examples of shared operations discussed herein and discounts Mr. Hu’s broad conclusory allegations that Regency Furniture of Brandywine, Inc. maintained a separate corporate existence. Complainant offered no documentary evidence in support of its assertion that each of the distinct corporate entities operated solely at particular locations. As stated in the Proposed Order, no “lease agreements, bank statements, copies of cancelled checks or other forms of payment” were offered to demonstrate that the locations were operated distinctly, without commingling of assets and liabilities. Proposed Order at 10. The Commission also rejects Complainant’s late offer to “supplement the record with documentary evidence.” Memorandum on Appeal at 12.

³⁵ Hr’g. Tr. at 171 (Hu).

³⁶ Proposed Order at 11.

³⁷ *Id.*

Largo location to Complainant was appropriate.³⁸ Under the facts of this case, the PULJ correctly found that Washington Gas’s tariff authorizes it to transfer arrearages from one commonly-held corporate account subaccount to another; *i.e.*, from Regency Furniture of Largo, Inc. to Complainant, Regency Furniture of Brandywine, Inc.

24. The Commission denies Complainant’s estoppel argument. Complainant claims that Washington Gas should be estopped from denying that Regency Furniture of Largo, Inc. is the only entity that conducted business at 990 Largo Center Drive, in accordance with SDAT documents.³⁹ This argument ignores the fact that the PULJ found that Regency Furniture was the customer⁴⁰ for purposes of Washington Gas’s tariff, and that she found Regency Furniture directed Washington Gas to establish a corporate account under which a number of Regency Furniture subaccounts reside, including Complainant’s.⁴¹ Estoppel arguments also require clean hands and are grounded in “public policy and good faith....to guard against fraud and prevent injustice.” *Peruzzi Bros., Inc. v. Contee*, 72 Md.App. 118, 129 (1987). Under the facts of this case, Complainant’s lack of clean hands bars it from successfully asserting an estoppel argument.

³⁸ Complainant cited case law supporting the legal proposition that sister corporations are not liable for each other’s debts and contracts despite having common ownership. Memorandum on Appeal at 7, citing *Serio v. Baystate Properties, LLC*, 209 Md. App. 545 (2013). In this case, however, the PULJ found—and the Commission affirms—that Regency Furniture was Washington Gas’s customer for both the Largo and the Brandywine store locations. Therefore, the holding in *Serio v. Baystate* that an individual would not be held personally liable for the debts of a limited liability company solely owned by that individual absent a finding of fraud is not dispositive of the present case.

³⁹ Memorandum on Appeal at 7.

⁴⁰ The Commission rejects Complainant’s argument that Mr. Rabie was the true customer at 990 Largo Center Drive. Memorandum on Appeal at 3. The customer of record at 990 Largo Center Drive prior to Regency Furniture of Largo, Inc. was simply “Regency Furniture.” Bench Exhibit 3; Hr’g. Tr. at 68-69 (Keller), 144-47 (Tikoyan). Mr. Rabie merely worked for Regency Furniture. He was not the responsible party for the bills for 990 Largo Center Drive. Hr’g. Tr. at 116 (Keller).

⁴¹ Proposed Order at 7.

B. Paramount Equity

25. The Commission affirms the PULJ's conclusion that it is not necessary to pierce the corporate veil for Complainant to be required to pay for the gas service at the Largo location, given that Complainant held itself out to Washington Gas as Regency Furniture, and that Complainant and Regency Furniture Largo, Inc. both used the trade name Regency Furniture. Assuming *arguendo* that Complainant had proved that Regency Furniture of Largo, Inc. is the sole entity responsible for gas service at the Largo location, the Commission also affirms the Proposed Order's conclusion that the corporate form of that entity could be disregarded to enforce the paramount equity in this case.⁴² Specifically, the theft of gas through the illegal installation of infrastructure to circumvent a removed meter presented a dangerous situation to Regency Furniture's employees and customers as well as the public at large.⁴³ The theft of service creates an additional inequity in that Washington Gas writes off stolen gas as lost and unaccounted for debt, which is ultimately paid for by ratepayers.⁴⁴ Under these circumstances, the paramount equity requires that Regency Furniture be prevented from using a corporate shell to shield itself from the consequences of its 10-year theft of service at its Largo location.

C. Statute of Limitations

26. The Commission rejects Complainant's argument that the statute of limitations bars Washington Gas from transferring a portion of the bill for stolen gas. Complainant claims

⁴² The Commission agrees with Washington Gas that the paramount equity finding was not the primary finding in the Proposed Order, but was made as an alternative argument assuming that Complainant had proved that Regency Furniture of Largo, Inc. is the sole entity responsible for gas service at the Largo location. Washington Gas Reply Memorandum at 10.

⁴³ See COMAR 20.31.02.03D.(4).

⁴⁴ Hr'g. Tr. at 55 (Keller).

that COMAR 20.55.04.05E(2)(a) (Undercharge Adjustment) prevents Washington Gas from collecting for undercharges that occurred more than 12 months before the discovery of the error (or up to three years, with Commission approval).⁴⁵ However, that regulation addresses undercharge adjustments for fast meters. It does not address theft of service, which is codified in a separate Commission regulation. Namely, COMAR 20.55.04.05G (Theft of Service) provides: “If a meter is found not to register, in whole or in part, due to tampering or interference with the company’s material, equipment, or facilities, the utility may issue an estimated bill.” No time limitation is imposed on the utility to discover the theft or to estimate and send a bill. However, the regulation does provide that the utility “shall retain all information relied on to calculate the estimated bill for not less than 3 years or until the conclusion of a Commission investigation, whichever is longer.”⁴⁶

27. Complainant makes no claim that Washington Gas failed to retain billing information related to this regulation. Similarly, the applicable portions of Washington Gas’s tariff at G.S.P. 8(2) do not contain any time limitations that would prevent Washington Gas from transferring the entire bill related to the theft-of-service period.

28. Complainant protests that hypothetically, a utility could “wait 10 or 20 years or longer before transferring a bill from one account to another,” which could violate due process requirements. Nevertheless, there is no need to address Complainant’s counterfactual, since the facts in this case demonstrate that Washington Gas calculated an estimated bill within six months of discovering the theft of service and transferred the bill to Complainant within two to three additional months after nonpayment from the Largo

⁴⁵ Memorandum on Appeal at 13.

⁴⁶ COMAR 20.55.04.05G(2).

location. The Commission affirms the PULJ's determination that the time periods taken to calculate the estimated bill and to transfer it were reasonable.

29. Because the Commission finds that there are no errors of law or fact in the Proposed Order, the Proposed Order of the PULJ is affirmed, the Appeal is denied, and the underlying Complaint is dismissed.

IT IS THEREFORE, this 1st day of February, in the year Two Thousand and Twenty One, by the Public Service Commission of Maryland,

ORDERED: (1) That the Proposed Order of the Public Utility Law Judge is affirmed;

(2) That the Appeal of Regency Furniture of Brandywine, Inc. is hereby denied; and

(3) That the underlying Complaint of Regency Furniture of Brandywine, Inc. is dismissed and the docket on this matter is closed.

By Direction of the Commission,

/s/ Andrew S. Johnston

Andrew S. Johnston
Executive Secretary