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[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 03-13794
Non-Argument Calendar

D. C. Docket No. 02-01602-CV-GET-1

THE SOCIETY OF LLOYD'S,

Plaintiff-Appellee,

versus

ARTHUR WILLIAM DAVIES, et al.,

Defendants,

GLENN WAYNE MANNING,

Defendant-Appellant.

Appeal from the United States District Court
for the Northern District of Georgia

(MAY 21, 2004)

Before BIRCH, DUBINA and CARNES, Circuit Judges.

PER CURIAM:

This appeal arises out of a judgment entered by the High Court of Justice, Queen's Bench Division, England, in favor of the Society of Lloyd's against Glenn Wayne Manning. Lloyd's sought recognition and enforcement of this judgment in the district court pursuant to Georgia's Foreign Money Judgments Recognition Act, O.C.G.A. § 9-12-110, et. seq. Manning appeals the district court's grant of summary judgment to Lloyd's and the district court's denial of Manning's motions to compel discovery and to amend his answer. We affirm the district court orders.

Pursuant to the British Lloyd's Acts of 1871 and 1982, Lloyd's regulates an international insurance market located in England that is comprised of individual and corporate members from around the world. Members of Lloyd's, known as "Names," underwrite policies in syndicates. Because these syndicates do not have limited liability, the personal assets of Names are at risk. Manning is a Name in Lloyd's market who conducted his underwriting business at Lloyd's through a duly appointed agent who resided in England.

As a condition of membership in Lloyd's, Names are required to enter into a "General Undertaking" agreement governing membership of and underwriting in Lloyd's market. This agreement includes forum selection and choice of law clauses stipulating that the law of England and the English courts would govern

any disputes arising under the contract. We previously held that these clauses of the agreement are enforceable. See Lipcon v. Underwriters at Lloyd's, 148 F.3d 1285, 1295 (11th Cir. 1998). Other circuit courts have also held that these clauses are enforceable. See, e.g., Richards v. Lloyd's of London, 135 F.3d 1289, 1296 (9th Cir. 1998); Haynsworth v. The Corporation of Lloyd's, 121 F.3d 956, 969-970 (5th Cir. 1997); Allen v. Lloyd's, 94 F.3d 923, 929-30 (4th Cir. 1996); Bonny v. Society of Lloyd's, 3 F.3d 156, 160-62 (7th Cir. 1993); Roby v. Corporation of Lloyd's, 996 F.2d 1353, 1362-63 (2d Cir. 1993).

The General Undertaking agreement also includes a provision binding Members by the Lloyd's Acts of 1871 and 1982, as well as subordinate legislation under those acts, and any additional bylaws and regulations imposed by the Council of Lloyd's, the authority empowered by the Acts. In 1996, after suffering heavy underwriting losses in the 1980s and 1990s that destabilized the London insurance market, the Council created "Equitas, Ltd." to reinsure risks underwritten by the syndicates as part of a general "Restructuring and Renewal Plan." This new company would protect the insured against the possibility of not being able to collect in the future, and protect the Names from unlimited personal liability for the unprecedented underwriting losses. To finance the plan, Names, including Manning, were obligated to pay an "Equitas premium." Ninety-five percent of the

Names went along with this plan voluntarily. See generally, Society of Lloyd's v. Ashden, 233 F.3d 473, 478 (7th Cir. 2000) (summarizing the R&R plan and the litigation that followed in England and the United States).

The R&R plan contained two provisions curtailing the Names' procedural rights to challenge the assessment of the Equitas premium. The first clause, the "pay now, sue later" clause, prohibits Names in collection lawsuits initiated by Lloyd's from setting off claims that the Names might have had against Lloyd's, such as fraud in the inducement. Names who wish to make such a claim must file a separate lawsuit.[1] The second clause, the "conclusive evidence" clause, makes Lloyd's determination of the amount of the assessment "conclusive" "in the absence of manifest error."

Lloyd's commenced separate actions against non-paying Names in the English courts. Manning was one of a number of Names who did not pay the Equitas premium. His underwriting agent was properly served by Lloyd's with a writ of summons in accordance with English law. Manning retained an English solicitor to represent him in the English action, and he filed an acknowledgment of writ of service (an appearance) in the proceeding.

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[1] Some Names attempted unsuccessfully in the English courts to argue that the contract had been induced by fraud. See Jaffray & Ors v. Society of Lloyd's, 2002 WL 1654876 (Civil Div. July 26, 2002).

In the English court proceedings, the Names asserted various defenses to their obligations to pay the Equitas premium. These defenses included contentions that: (1) Lloyd's lacked the authority under the Lloyd's Acts of 1871 and 1982 to mandate that all Names purchase reinsurance coverage from Equitas; (2) Names were entitled to rescind their membership of Lloyd's as a result of alleged fraud in the inducement of their membership or underwriting at Lloyd's; (3) Names were entitled to litigate claims of fraud in the inducement of their membership or underwriting at Lloyd's as a set-off to their obligation to pay the Equitas Premium; and (4) Names were not bound by certain provisions of the Equitas Reinsurance Contract. All of these defenses were rejected as a matter of law by the English courts in a series of decisions in 1997 and 1998. Soon thereafter, the English court entered judgment against Manning in the amount of £72,140.16. All appeals from that judgment are now exhausted and it is final and enforceable in England.

Lloyd's filed this case in the district court to seek recognition and enforcement of the English judgment against Manning pursuant to the Georgia Foreign Money Judgements Recognition Act, O.C.G.A. § 9-12-110, et seq.[2] This Act provides that a foreign judgment is "enforceable in the same manner as the judgment of a sister state" where the judgment is "final, conclusive, and

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[2] This enforcement action was originally filed against four defendants. Manning is the only party to this appeal.

enforceable where rendered even though an appeal therefrom is pending or it is subject to appeal." O.C.G.A. §§ 9-12-112, 9-12-113. Because the English judgment is final and enforceable, Lloyd's filed a motion for summary judgment to enforce it. One month later Manning filed a motion to amend his answer and to extend time for discovery, and another motion to compel discovery. Manning appeals the denial of these motions and the grant of summary judgment to Lloyd's.

Manning contends that the district court erred by not permitting him to amend his answer to include the affirmative defense of fraud. Manning requests that we reverse the district court's judgment and remand the case with instructions that he be given leave to amend his answer to assert a fraud on the court defense, and that he be given time to conduct appropriate discovery before the district court rules on Lloyd's motion for summary judgment.

"We review a district court's grant of summary judgment de novo." Knight v. Baptist Hosp. of Miami, Inc., 330 F.3d 1313, 1316 (11th Cir. 2003). In doing so, we "view all the evidence, and make all reasonable factual inferences, in the light most favorable to the nonmoving party." Id. Because Manning's appeal hinges on whether he should have been allowed to amend his answer and conduct additional discovery, we first consider the district court's order denying Manning's motion to amend his answer.

We review a district court's refusal to allow a proposed amendment to the pleadings only for an abuse of discretion. Brewer-Giorgio v. Producers Video, Inc., 216 F.3d 1281, 1284 (11th Cir. 2000). Manning could not amend his answer without "leave of court or by written consent of" Lloyd's because he failed to amend it within 20 days of serving it. Fed. R. Civ. P. 15(a). Leave to amend a pleading "shall be freely given when justice so requires," id., but the district court may deny a motion to amend on "'numerous grounds' such as 'undue delay, undue prejudice to the defendants, and futility of the amendment.'" Brewer-Giorgio, 216 F.3d at 1284 (quoting Abramson v. Gonzalez, 949 F.2d 1567, 1581 (11th Cir.1992)). In this case, the district court decided that Manning's proposed amendment was futile, a conclusion we review de novo. Ziemba v. Cascade Int'l, Inc., 256 F.3d 1194, 1199 (11th Cir. 2001).

Manning wanted to amend his complaint in order to add a fraud on the court defense. He asserts that Lloyd's misrepresentations about English contract remedies in other cases in this country led directly to precedents that require Names in this country to litigate in England, which in turn produced the judgment that Lloyd's seeks to enforce in this case. Specifically, Manning contends that Lloyd's defrauded American courts in 1996 when it represented to the district court for the Eastern District of Virginia that Names had adequate remedies and

protections under English law. See Allen v. Lloyd's, Case No. 3:96CV522, 1996 WL 490177 (E.D. Va. August 23, 1996), rev'd Allen v. Lloyd's, 94 F.3d 923 (4th Cir. 1996). In Allen the Fourth Circuit reversed the district court and enforced the forum selection clause of the General Undertaking agreement, holding that the Lloyd's plan was not subject to § 14(a) of the 1934 Securities and Exchange Act. Manning maintains that Lloyd's lead counsel improperly represented to the court in Allen (and in other American cases to which he does not cite) the remedies available in English courts, and that without those alleged misrepresentations, the cases might have been decided differently, allowing Names from this country to litigate here instead of in England.

Manning's contention is wrong because the requirement that Names litigate in England comes from the contract that Manning signed. Lipcon, 148 F.3d at 1299. Furthermore, Lloyd's made no fraudulent misrepresentation in Allen, or in any other case in this country as far as we know, about the legal remedies available to Names in England. Lloyd's counsel in Allen merely stated that the Names would still have legal recourse in England and that they would not be giving up their legal rights under the contract by submitting to the jurisdiction of the English courts. Lloyd's never stated that the English courts would allow the same types of set-off defenses that might be available in the American courts, and it never

guaranteed that the Allen plaintiffs would win if they brought their fraud defenses in England. The representations by Lloyd's counsel in Allen are not factual misrepresentations that rise to the level of fraud on the court. Moreover, Manning cites no examples of factual misrepresentations in Lipcon, this Court's precedent holding that the General Undertaking's forum selection clause is enforceable.

Manning is attempting to raise substantive claims in this Court that were previously decided in the English courts. See Lipcon, 148 F.3d at 1299. The fact that those substantive claims all failed in the English courts does not support Manning's position that our decision in Lipcon and similar decisions by our sister circuits were the products of fraud. Thus, Manning's reliance on Keystone Driller Co. v. General Excavator Co., 290 U.S. 240, 54 S. Ct. 146 (1933), a case involving a prior payment to suppress evidence in the course of patent litigation, is misplaced.

Manning correctly points out that fraud is as an available defense to a foreign judgment in Georgia, see O.C.G.A. § 9-12-114(5), but the English courts have already determined as a matter of law that Lloyd's committed no fraud, and Manning is simply attempting to relitigate that issue in the district court. Because the English decisions were not "rendered under a system which does not provide impartial tribunals or procedures compatible with the requirements of due process

of law," see O.C.G.A. § 9-12-114(1), we will not revisit the issue. Even if the remedies available in England were less favorable than those available in the United States, we would not declare the forum selection clause unenforceable absent evidence that enforcement of the clause would be fundamentally unfair. See Lipcon, 148 F.3d at 1297 (citing Carnival Cruise Lines, Inc. v. Shute, 499 U.S. 585, 595, 111 S. Ct. 1522, 1528 (1991)).

Given that multiple courts deem it acceptable to require Names to be bound by English law and to litigate disputes under the General Undertaking agreement in the English courts, it follows that the remedies available to Manning under the English legal system are not inadequate. Moreover, the cause of action underlying the English judgment, the collection of a contractually-obligated assessments, does not offend Georgia public policy. See O.C.G.A. § 9-12-114(6). Therefore, because Manning has not shown that the English courts are not impartial tribunals for settling disputes under the Lloyd's contract, we agree with the district court that Manning's proposed amendment is futile and would not affect the court's disposition of this case.

Because Manning's proposed amendment is futile, we will not overturn the district court's ruling denying Manning leave to amend his answer and extend discovery. Seeing no reason for further discovery, we conclude the district court's

order denying Manning's motion to compel discovery was not an abuse of discretion. The district court's grant of summary judgment to Lloyd's is correct.

AFFIRMED.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

APR 23 2003

SOCIETY OF LLOYD'S,

Plaintiff,

v.

ARTHUR WILLIAM DAVIES; JULIUS PEEK GARLINGTON; GLENN WAYNE MANNING,

Defendants.

CIVIL ACTION
NO. 1:02-CV-1602-GET

ORDER

The above-styled matter is presently before the court on:

1) plaintiff's motion for summary judgment [docket no. 19];

2) defendants Garlington and Manning's motion to amend answers [docket no. 22-1];

3) defendants Garlington and Manning's motion to compel discovery [docket no. 21];

4) defendants Garlington and Manning's motion to extend time for discovery [docket no. 22-2].

Background

In late 1996, plaintiff sued defendants in England to collect an assessment levied against defendants by plaintiff. In 1998, the High Court of Justice, Queen's Bench Division, Commercial Court, London, England entered judgment against the defendants. On June 10, 2002, plaintiff filed the instant action seeking the

recognition and enforcement of the judgments against each of the defendants.

On November 20, 2002, plaintiff filed a motion for summary judgment to enforce the judgment against defendants Garlington and Manning (hereinafter "defendants"). On December 23, 2002, defendants moved to compel discovery. Defendants also filed motions to amend their answers and to extend time for discovery. The pending motions are now ripe for consideration.

Motion to Amend Answers

Defendants have moved for leave to file amended answers. Defendants wish to add the affirmative defense of fraud, specifically that plaintiff obtained the English judgments against defendants through fraudulent misrepresentations to the American courts. Although "leave to amend shall be freely given when justice so requires," Fed. R. Civ. P. 15(a), a motion to amend may be denied on "numerous grounds" such as "undue delay . . . and futility of the amendment." Abramson v. Gonzalez, 949 F.2d 1567, 1581 (11th Cir. 1992). Defendants filed their motion to amend at the close of discovery and after plaintiff filed a motion for summary judgment. Notwithstanding the untimeliness of defendants' motion, the court will address the merits of defendants' motion.

The Georgia Foreign Money Judgments Recognition Act renders a foreign judgment unenforceable if "the judgment was obtained by

fraud." O.C.G.A. § 9-12-114(5). A foreign judgment may be collaterally attacked on this ground only if the purported fraud is "of an extrinsic nature, that is, fraud preventing one from having a real contest of the suit based on conduct or activities outside of the court proceedings themselves." Colodny v. Dominion Mortgage and Realty Trust, 142 Ga. App. 730, 731 (1977). See also Linda Silberman, *Enforcement and Recognition of Foreign Country Judgments in the United States*, 624 P.L.I. Litig. & Admin. Practice 323, 332-333 (2000). Defendants argue that plaintiff allegedly mischaracterized defendants' remedies in England to a Virginia federal court. Defendants contend plaintiff should have revealed that the "pay now, sue later" clause and the "conclusive evidence" clause in Lloyd's Reconstruction and Renewal ("R&R") agreements restricted defendants recourse in the English courts. Defendants contend that plaintiff should have disclosed these provisions before the deadline for accepting plaintiff's settlement offer expired.

The underlying issues in defendants' fraud argument involve contractual rights that were litigated in England and thus, cannot be raised as a basis of collateral attack on a foreign judgment. See Dixie Cash Register Co., Inc. v. S.D. Leasing, Inc., 172 Ga. App. 424, 424-25 (1984). Plaintiff enacted the "pay now, sue later" and "conclusive evidence" provisions in the R&R plan based on the terms of the original contract that defendants signed. Plaintiff's authority to enforce the clauses has been upheld by English courts.

See Society of Lloyd's v. Ashenden, 233 F.3d 473, 479-80 (7th Cir. 2000). Thus, even though defendants may have been unaware of the clauses at issue, defendants authorized Lloyd's to take measures unilaterally - including appointing substitute agents on defendants' behalf - to prevent the English insurance market from failing. See id.

In addition, the Eleventh Circuit has already upheld contractual provisions binding Lloyd investors to English choice of law provisions. See Lipcon v. Underwriters at Lloyd's, London, 148 F.3d 1285, 1297-99 (11th Cir. 1998). The remedies available to defendants under English law were adequate, just as plaintiff articulated to the Virginia court. See generally id. at 1297; Ashenden, 233 F.3d 473 at 479-80. Defendants complain that their contract with Lloyd precluded them from raising fraud as an affirmative defense in the Lloyd's suit to collect the assessment in England. However, if defendants wished to pursue such a claim, they could have filed a separate suit in England concurrently with the underlying action. See, e.g., Society of Lloyd's v. Jaffray, 2000 WL 1629463 (Q.B. Comm. Ct. 2000). Therefore, defendants were not prevented from having a "real contest" of the suit. See Colodny, 142 Ga. App. at 731; see also Vanderberg v. Donaldson, 259 F.3d 1321, 1326-27 (11th Cir. 2001) (motion to amend may be denied "if the amendment was futile"). Defendants' motion to amend [doc. no. 22-1] is DENIED.

Motion for Summary Judgment

Standard

Courts should grant summary judgment when "there is no genuine issue as to any material fact . . . and the moving party is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(c). The moving party must "always bear the initial responsibility of informing the district court of the basis of its motion, and identifying those portions of 'the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any' which it believes demonstrate the absence of a genuine issue of material fact." Celotex Corp. v. Catrett, 477 U.S. 317, 324 (1986). That burden is "discharged by 'showing' - that is, pointing out to the district court - that there is an absence of evidence to support the nonmoving party's case." Id. at 325; see also U.S. v. Four Parcels of Real Property, 941 F.2d 1428, 1437 (11th Cir. 1991).

Once the movant has met this burden, the opposing party must then present evidence establishing that there is a genuine issue of material fact. Celotex, 477 U.S. at 325. The nonmoving party must go beyond the pleadings and submit evidence such as affidavits, depositions and admissions that are sufficient to demonstrate that if allowed to proceed to trial, a jury might return a verdict in his favor. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 257 (1986). If he does so, there is a genuine issue of fact that requires a trial. In making a determination of whether there is a material

issue of fact, the evidence of the non-movant is to be believed and all justifiable inferences are to be drawn in his favor. Id. at 255; Rollins v. TechSouth, Inc., 833 F.2d 1525, 1529 (11th Cir. 1987). However, an issue is not genuine if it is unsupported by evidence or if it is created by evidence that is "merely colorable" or is "not significantly probative." Anderson, 477 U.S. at 249-50. Similarly, a fact is not material unless it is identified by the controlling substantive law as an essential element of the nonmoving party's case. Id. at 248. Thus, to create a genuine issue of material fact for trial, the party opposing the summary judgment must come forward with specific evidence of every element essential to his case with respect to which (1) he has the burden of proof, and (2) the summary judgment movant has made a plausible showing of the absence of evidence of the necessary element. Celotex, 477 U.S. at 323.

Facts

In light of the foregoing standard, the court finds the following facts for the purpose of resolving this motion for summary judgment only. Pursuant to the Lloyd's Acts, 1871-1982 (Eng.), plaintiff oversees and regulates the insurance market in England. Plaintiff itself is not an insurer; rather, the actual insurance policies are written by syndicates of outside investors called "Names". Unlike a limited partnership, a Name's liability on his investment is unlimited.

Each of the defendants was a Name and a member of one or more syndicates. To become a Name, defendants executed an agreement known as the "General Undertaking." This agreement included choice of law and choice of forum provisions requiring that all litigation between plaintiff and defendants be conducted in the courts of England and be governed by English law. In addition, defendants agreed to comply with the provisions of the Lloyd's Acts, as well as any subsequent bylaws or regulations pertaining to their membership in Lloyd's.

In the late 1980's and early 1990's, the Lloyd's syndicates incurred large underwriting losses. In 1996, to prevent the English insurance market from becoming bankrupt, plaintiff implemented a Reconstruction and Renewal ("R&R") plan. Under the R&R plan, plaintiff required all Names to reinsure any outstanding obligations prior to 1993 with a newly formed company, Equitas. To finance the new company, plaintiff levied a mandatory assessment against all Names. In addition, the R&R Plan provided an optional settlement offer; if a Name accepted the settlement, Lloyd's discounted a Name's assessment. If a Name refused the settlement, the Name was required to pay the full amount of his outstanding underwriting obligations, including the Equitas assessment, without discount.

Defendants did not accept the settlement. However, in accordance with its authority under the Lloyd's Acts, plaintiff appointed a substitute agent to execute the Equitas reinsurance

agreement on behalf of the defendants. Subsequently, in 1996, plaintiff sued defendants in England to collect the full assessment. Defendants retained counsel and contested the action. Defendants opposed Lloyd's suits on several basis, including the enforceability of certain provisions in the Equitas agreement. The first clause, the "pay now sue later" provision, forbids Names, in suits by Lloyd's to collect the assessment, to raise the defense that the contract had been induced by fraud. The second clause, the "conclusive evidence" clause, makes Lloyd's determination of the amount of the assessment conclusive in the absence of manifest error.

In 1998, an English court entered judgment against defendant Garlington in the amount of £203,279.2 and against defendant Manning in the amount of £72,140.16. Post-judgment interest is accruing at the annual rate of eight percent.

Discussion

The Georgia Foreign Money Judgments Recognition Act ("Act") provides that a foreign judgment is "enforceable in the same manner as the judgment of a sister state" where the judgment is "final, conclusive, and enforceable where rendered even though an appeal therefrom is pending or subject to appeal." O.C.G.A. §§ 9-12-112, 113. The evidence indicates that the English judgments were entered after extensive litigation where defendants were represented by

English solicitors. The judgments are final and conclusive, all appeals have been exhausted, and the judgments are fully enforceable within the judicial system of England.

The Court must next determine if pursuant to the Act, any grounds for non-recognition of the foreign judgment apply. Under the Act, a foreign judgment shall not be recognized if "the judgment was rendered under a *system* which does not provide impartial tribunals or procedures compatible with the requirements of due process of law." See O.C.G.A. § 9-12-114(1) (emphasis added). Defendants argue that the English judgments denied them due process of law, and therefore the judgments are unenforceable. However, "the laws and judicial system [of England] are not only not inconsistent with, but in harmony with, those fundamental concepts of justice under the law to which we in this country are accustomed." Coulborn v. Joseph, 195 Ga. 723, 733 (1943). See Lipcon, 148 F.3d at 1298 (11th Cir. 1998) (concluding that English law is "not fundamentally unfair"); Ashenden, 233 F.3d at 476 (7th Cir. 2000) (finding any suggestion that the English system of courts does not provide due process of law bordering "on the risible").

Defendants also argue that enforcing the judgments would be contrary to Georgia public policy. Courts should only void judgments on public policy grounds "in cases free from doubt." Colonial Props. Realty Ltd. P'ship v. Lowder Constr. Co., 256 Ga. App. 106, 111 (2002). A court may refuse to recognize a foreign

judgment if "*the cause of action* on which the judgment is based is repugnant to the public policy of this state." O.C.G.A. § 9-12-114(6) (emphasis added). Here, the cause of action underlying the English judgment, the collection of a contractually-obligated assessment, does not offend Georgia public policy. See Duncan v. Integon Gen. Ins. Corp., 267 Ga. 646, 650 (1997) ("Georgia has historically afforded great protection to contract with another person."). See, e.g., Southwest Livestock and Trucking Co., Inc., 169 F.3d 317, 321 (5th Cir. 1999) (interpreting Texas statute similar to Georgia law).

Defendants also oppose summary judgment by asserting that plaintiff procured the underlying judgments through fraud. As discussed above, this argument does not prevent the court from enforcing the money judgments. Accordingly, plaintiff's motion for summary judgment [docket no. 19] is GRANTED.

Motion to Compel Discovery and Extend Discovery

Defendants move this court to compel plaintiff to respond to certain interrogatories and requests for documents. Defendants also seek attorney's fees in conjunction with this request. As discussed above, the scope of this lawsuit is very narrow as it only involves plaintiff's request for this court to enforce a foreign money judgment. Since defendants' request discovery on issues that will

not impact the case, defendants' motion to compel discovery [docket no. 21] is DENIED.

Defendants' motion to extend time for discovery relates to its affirmative defense of fraud. As discussed above, the court has denied defendants' motion to amend its answer because such a defense would be futile in this action. Therefore, defendants' motion to extend discovery [docket no 22-2] is DENIED.

Summary

1) plaintiff's motion for summary judgment [docket no. 19] is GRANTED;

2) defendants Garlington and Manning's motion to amend answers [docket no. 22-1] is DENIED;

3) defendants Garlington and Manning's motion to compel discovery [docket no. 21] is DENIED;

4) defendants Garlington and Manning's motion to extend time for discovery [docket no. 22-2] is DENIED.

SO ORDERED, this 23 day of April, 2003.

ENTERED ON DOCKET

APR 24 2003

L.D.T., CLERK

BY DEPUTY CLERK

S. ERNEST TIDWELL, JUDGE
UNITED STATES DISTRICT COURT