IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
COMMERCIAL COURT (QBD)
[2020] EWHC 3657 (Comm)

No. CL-2020-000662

Rolls Building
Fetter Lane
London, EC4A 1NL

Wednesday, 2 December 2020

Before:

MR JUSTICE CALVER

B E T W E E N :

A — Claimant

- and -

B — Defendant

MISS G. MORGAN appeared on behalf of the Claimant.

THE DEFENDANT was not present and was not represented.

J U D G M E N T

(via Microsoft Teams)

(Transcribed without the aid of documentation)

MR JUSTICE CALVER:

1 This is the hearing of the claimant's application for a final anti-suit injunction to restrain the defendant from continuing, or further pursuing, a claim commenced by them on 8 July 2020 against the claimant ship owner, or any other claim in relation to any disputes arising under or in respect of two bills of lading, both dated 13 June 2019, in the Qingdao Maritime Court, China, in breach of a London Arbitration clause, it is said, contained in those bills of lading.

2 The background to this application is described in the skeleton argument of the claimant, represented by Miss Gemma Morgan, of counsel, and the witness statement of Mr Dimitri Vassos of 8 October 2020.

3 The background to the application is that the claimant is the head owner of the NV STAR MOIRA (the "vessel") and on 24 May 2019 the claimant chartered the vessel to Glencore Agriculture BV (the "charterers") on an amended NYPE form (the "charter"). The charterparty contains, in particular, in clause 45, an arbitration clause which reads,

> "The Contract to (inaudible) in accordance with English law, arbitration and general average to be settled in London as per LMMA Rules."

There is then a para.(b) which reads,

> "All disputes arising out of this Contract shall be arbitrated in London and, unless the parties agree forthwith on a single arbitrator, be referred to the final arbitrament of two arbitrators carrying on business in London, who shall be full members of the LMAA and engaged in shipping …[and so on]."

Clause 136 of the charterparty contains a BIMCO Dispute Resolution Clause 2015 - English Law London Arbitration, which provides that,

> "This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.
>
> The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced … [and so on]."

4 The underlying claim dispute relates to a cargo loaded by the vessel in early June 2019, being a consignment of Brazilian soya beans, in bulk totalling 70,140.4 metric tonnes (the "cargo") from Imbituba, Brazil for carriage to China ports. The owners issued two separate bills of lading, as I have said, dated 13 June 2019 in respect of the cargo to order. I have those bills of lading before me. The notify address on each of the bills of lading is said to be the defendant (B) (the "Chinese company") and the shipper is AFG Brazil SA. The front page of each of the bills of lading refers to the fact that the freight is payable as per charterparty dated 24 May 2019 and then says "For conditions of carriage, see overleaf" and overleaf, under clause 1 of the conditions of carriage, it is provided that

> "All terms and conditions, liberties and exceptions of the Charterparty dated as overleaf, including the law and arbitration clause, are herewith incorporated."

5 Following the loading of the cargo on board the vessel in early June 2019 on voyage to China, the vessel arrived in China on 4 August 2019 and berthed early on 21 August 2019, with discharge commencing shortly thereafter at B's terminal. During the course of discharge, some discolouration of the cargo of hold number one was noted and the discharge was halted. Surveyors then attended the vessel to inspect the cargo and, on 24 August 2019, the vessel shifted to Lanshan for discharge of the remainder of the cargo, which was completed on 29 August 2019. The cause of the damage to the cargo is, I am told, in dispute.

6 On 21 August 2019, Mr Yee Wen of the Shanghai Luwan law firm, acting on behalf of the defendant, contacted the correspondents acting for the vessel's P&I Club, Qingdao, and requested security for the defendant's potential claim in respect of the damage to the cargo. After some negotiation, on 29 August 2019, an LOU in the sum of $5 million was provided by China Reinsurance Group Corporation in a standard form to the defendant. That LOU in itself, which I have before me, is in a relatively standard form and would not have put the claimant on notice that the defendant intended to bring proceedings in respect of the cargo in China, referring, as it does, both to the possibility of proceedings in court or before a competent tribunal.

7 Also on 21 August 2019, the defendant issued a letter of protest to the masters of the STAR MOIRA vessel in which it stated that,

> "In view of the fact that we found some heat damage and mouldy soya bean in all holds of your vessel discharging at the Chinese port on August 21 2019, we hereby tender this letter of protest for this meeting and declare that we, as receivers of this cargo, reserve the right for a claim against you and other parties concerned at later convenience."

Again, that would not have put the claimant on notice that the defendant intended to bring proceedings in China, but what it does unambiguously state is that they are, indeed, the receivers of the cargo.

8 Matters then went quiet until 8 July 2020 when the defendant issued a bill of complaint in the Qingdao Maritime Court. The bill of complaint, which I have before me, cited the damage to the cargo and alleged that the claimant was liable for it in the sum of what is the equivalent of approximately US $3.3 million. The claimant's Chinese lawyers received a copy of the bill of complaint on 17 August 2020, as Mr Vassos describes in para.18 of his witness statement, but the documents relied upon by the defendant in support of those proceedings were not supplied until 14 September 2020. Now, under Chinese law, the claimant had 30 days to contest the jurisdiction of the Chinese court. It did that by filing an objection to jurisdiction on 14 September 2020. In that objection, the claimant referred to the fact that the bills of lading incorporated, as I have explained, an English law and London LMAA arbitration clause and that the parties' dispute ought to be referred to LMAA arbitration in London and, further, they said that the China Court had no jurisdiction to hear the defendant's claim, for the same reasons.

9 On 21 September 2020, the Chinese Court issued its ruling on the objection to jurisdiction. I am told that - indeed, Mr Vassos gives evidence about this in his statement - that was an unusually quick decision of the Chinese Courts. In it, the Chinese Court dismissed the claimant's objection to having jurisdiction, on the ground, the Chinese Court said, that

> "The bills of lading do not state the name of the parties to the allegedly incorporated Charterparty or the date of its signature on their face",

which it said, in its ruling, was a precondition to the effective incorporation of a charterparty arbitration clause into a bill of lading and, in doing so, the Chinese Court appears to have applied the special maritime procedure law of China in order to reach that decision.

10 As Mr Patounis states in his witness statement at paragraph 12, the claimant has filed an appeal from that ruling and did so on 19 October 2020. All of the submissions are now complete in relation to that appeal, I am told, and a decision from the Chinese Appeal Court is awaited.

11 On 2 October 2020, the claimant appointed Miss Clare Ambrose as their arbitrator and commenced LMAA proceedings in respect of disputes arising under the bills of lading. They called upon the defendant to nominate their own arbitrator - that was on 7 and 8 October - but no response has been received and the defendant has played no part in the arbitration to date.

12 On 8 October 2020, this application for a final anti-suit injunction was issued by the claimant and that led to an order of Butcher J on 21 October 2020, when he granted the claimant permission to serve the arbitration claim form, the application notice, supporting evidence and all other relevant documents upon the defendant by an alternative method, namely, service by registered post and email on the defendant's Chinese lawyers, the Luwan law firm, of which Mr Yee Wen is an employee, by email at his email address. Butcher J also ordered that a hearing with a time estimate of three and half hours should be fixed on an urgent basis for the hearing of the claim for the first available date 21 days after the date of his order.

13 The proceedings were then served by the alternative method on the defendant's representatives on 27 October 2020, so there was a delay of six days, including the weekend, in making service, which I am told was as a result of the case handler being absent from the office.

14 So far as this hearing is concerned, it is plain from the witness statement of Mr Patounis that the claimant has sought to bring it to the attention of the defendant in a number of different ways. Mr Yee Wen and the defendant have been informally notified of the application and this hearing by email, by both the claimant's solicitors and the claimant's Chinese lawyers, and, indeed, in the case of Mr Yee Wen, by telephone, as Mr Patounis explains, in particular in paragraph 11 of his witness statement. However, Mr Yee Wen simply refused to engage with the claimant's Chinese lawyers and refused to talk about the English proceedings, despite being told that there was a hearing of this application due to take place today.

15 The claimant submits that, given the defendant's silence and its refusal to engage with the application the court is entitled to infer that the defendant has simply chosen not to incur the costs of attempting to defend this application and it will refuse to honour the law and arbitration clause.

16 This is an application for a final anti-suit injunction and so the claimant must satisfy the court on the balance of probability that the defendant is in breach of the agreement to arbitrate. Miss Morgan says in her skeleton argument that three issues arise for determination so far as the merits of the claim are concerned, and I agree. Firstly, is there a London arbitration clause in the contract of carriage contained in and evidenced by the bills of lading; secondly, is the defendant bound by any arbitration clause as holder of the bills of lading; and, thirdly, is the defendant in breach of any agreement to arbitrate by reason of its commencement of the Chinese proceedings?

17 Taking each of those issues in turn: firstly, is there a London arbitration clause incorporated into the contract of carriage contained and evidenced by the bills of lading? I consider that English law governs this question, see *The Joker* [2019] EWHC 3451 and *Bulk Poland* [2020] EWHC 3343.

18 I have already explained how the front of the bills of lading refers to the freight payable as per the charterparty dated 24 May 2019 and the conditions of carriage being set out overleaf. It is well established as a matter of English law that, where words of incorporation in a bill of lading include a clear reference to the law and arbitration clause of a charterparty, then that clause will be incorporated into the contract contained in and evidenced by the bill. If one needs authority for that proposition, *The Rena K* [1978] 1 Lloyd's Rep 545 at 551, Brandon J provides it. I am quite satisfied that clause 1 of the bills of lading in each case here satisfies the requirement of clear wording and is effective to incorporate the charterparty law and arbitration clause.

19 There is only one possibility as to which charterparty dated 24 May 2019 is referred to here and that is the charterparty upon which the claimant relies and which is in the bundle before me. There are no other charterparties relevant to the carriage and the claimant has confirmed that in its email on 2 October 2022 to its arbitrator, Miss Ambrose.

20 Clauses 45 and 136 are clear in providing for English law and the LMAA arbitration clause and it is undoubtedly the case, therefore, in my judgment, that there is a London arbitration clause in the contract of carriage contained in and evidenced by the bills of lading.

21 The second question, therefore, is whether the defendant is bound by that law and arbitration clause. The defendant was the lawful holder of the bills of lading, having relied upon its rights as lawful holder to take delivery of the cargo and to claim losses in respect of the damage, which it alleges, to the cargo against the claimant under the bills of lading in the Chinese proceedings. I have referred to the letter of protest which clearly, in its own words, refers to them as being the "receivers" of the cargo. It follows, per the rights of suit which are vested in the defendant, pursuant to s.2(1) of the Carriage of Goods at Sea Act 1992 and s.3(1) of the same Act, that the defendant became bound by the original contracting party's liability under the contracts of carriage contained and evidenced by the bills of lading. In those circumstances, one such liability which is binding upon the holder of the bill, the defendant, is the obligation to resolve any claim under the bill in accordance with its terms, which includes resolving disputes in a particular forum. I have been referred to *The Kishore* [2016] 1 Lloyd's Rep 427 at p.31, where that point was taken by the parties, with the approval of the court, as being common ground. It follows, in my judgment, that the defendant is bound by the law and arbitration clause, which, as I say, is incorporated into the bills of lading.

22 Finally, the third issue is whether the defendant is in breach of the arbitration clause. The answer to that is self-evident: by commencing the proceedings in China, in respect of

damage suffered by the cargo during the course of the carriage under the bills of lading, the defendant is in breach of the arbitration clause and that is apparent from the bill of complaint that it has issued in China, which specifically refers, in its second paragraph, to the fact that the plaintiff imported soya beans in bulk carried by NV STAR MOIRA, which is owned by the defendant. On 13 June 2019, the Master issued two sets of clean bills of lading stating "Loading port was Imbituba, Brazil; discharging port was China ports" and so on. I have no doubt that the defendant has breached the arbitration clause.

23 I turn next to the applicable principles for the grant of an anti-suit injunction. The court, of course, has the power to make an anti-suit injunction under s.37(1) of the Senior Courts Act 1981 where it is just and convenient to do so. That provision reads as follows,

> "The High Court may by order (whether interlocutory or final) grant an injunction or appoint a receiver in all cases in which it appears to the court to be just and convenient to do so."

That, of course, includes anti-suit injunction: injunctions in arbitration cases. The authority for that is *AES Ust* [2013] 1 WLR 1889 and is also referred to in Raphael, *The Anti-Suit Injunction 2nd Ed 2019*, paras.3.01 to 3.08.

24 Where an anti-suit injunction is sought to enforce an exclusive London arbitration agreement, *The Angelic Grace* principles will apply and the court will, ordinarily, exercise its discretion to grant an anti-suit injunction to restrain a party from commencing or, indeed, continuing with foreign proceedings in breach of the arbitration agreement, unless the injunction defendant can show strong or good reasons why the injunction should not be granted. As I say, that is established by *The Angelic Grace* [1995] 1 Lloyd's Rep 87, but also subsequently by the *AES* in the Supreme Court [2013] UKSC 35, in Lord Mance's judgment, in particular, at paras.24 to 28.

25 Whilst Miss Morgan is right to submit that the court should feel no diffidence in granting an anti-suit injunction to restrain a breach of a London arbitration clause, it has, nonetheless, been emphasised that that is provided that it is sought promptly and before foreign proceedings are too far advanced. Again that is *The Angelic Grace* per Millett LJ at p.96, column 2.

26 Indeed, the case law indicates that applications for anti-suit injunctions must be made promptly, both in the interests of fairness to the respondent and, indeed, in the interests of comity towards the overseas court. Millett LJ said in *The Angelic Grace* that,

> "If an injunction is granted, it is not granted for fear that the foreign court may wrongly assume jurisdiction to spite the plaintiffs, but on the sure ground that the defendant promised not to put the plaintiff to the expense and trouble of applying to that court at all. Moreover, if there should be any reluctance to grant an injunction out of sensitivity to the feelings of a foreign court, far less offence is likely to be caused if an injunction is granted before that court has assumed jurisdiction than afterwards, while to refrain from granting it at any stage would deprive the plaintiff of its contractual rights altogether. In my judgment, where an injunction is sought to restrain a party from proceeding in a foreign court, in breach of an arbitration agreement governed by English law, the English court need feel no diffidence in granting the injunction provided it is sought promptly and before the foreign proceedings are too far advanced."

27 So a failure to seek relief promptly can of itself be a strong reason not to grant an anti-suit injunction and, in the *SKIER STAR* [2008] EWHC 213, Teare J refused to continue an anti-suit injunction to restrain proceedings brought by the cargo interest in Antwerp in breach of a London arbitration clause. The owners had participated in a court survey process in Antwerp in 2005, at the same time serving recourse proceedings and positively disputing the jurisdiction of the Antwerp court. Indeed, they were still disputing the Antwerp's court's jurisdiction when they applied for injunction relief in 2007. Teare J stated,

> "… a party who wishes to enforce a jurisdiction clause should apply promptly once he is aware of a breach of the arbitration clause': …The statement of principle by Millet LJ in *The Angelic Grace* that an anti-suit injunction should be sought 'promptly and before the foreign proceedings are too far advanced' is clear and should be understood and applied in a common sense and straightforward manner."

28 In *Essar Shipping v. Bank of China Ltd* [2015] EWHC 3266, Walker J refused to grant an injunction to restrain proceedings before the Qingdao Maritime Court on the ground that the claimant had failed to act promptly. Walker J noted at para.51 that what is or is not "prompt" is especially fact sensitive.

29 In *Ecobank Transnational v. Tanoh* [2015] EWCA (Civ.) 1309, which was a claim for an anti-enforcement injunction, Christopher Clarke LJ addressed the issues of comity to which I have referred as follows, at para.133. He said,

> "Injunctive relief may be sought (a) before any foreign proceedings have begun; (b) once they have begun; (c) within a relatively short time afterwards; (d) when the pleadings are complete; (e) thereafter but before the trial starts; (f) in the course of the trial; (g) after judgment. The fact that at some stage the foreign court has ruled in favour of its own jurisdiction is not *per se* a bar to an anti-suit injunction … But, as each stage is reached more will have been wasted by the abandonment of proceedings which compliance with an anti-suit injunction would bring about. That being so, the longer an action continues without any attempt to restrain it the less likely a court is to grant an injunction and considerations of comity have greater force.
>
> Whilst a desire to avoid offence to a foreign court, or to appear to interfere with it, is no longer as powerful a consideration as it may previously have been, it is not a consideration without relevance. A foreign court may justifiably take objection to an approach under which an injunction, which will (if obeyed) frustrate all that has gone before, may be granted however late an application is made (provided the person enjoined knew from an early stage that objection was taken to the proceedings). Such an objection is not based on the need to avoid offense to individual judges (who are made of sterner stuff) but on the sound basis that to allow such an approach is not a sensible method of conducting curial business."

30 On the question of comity, at first instance, in *Ecobank* [2015] EWHC 1874, Knowles J said this at paras.21 and 22:

> "It is clear on authority that an applicant for an anti-suit or anti-enforcement injunction should apply 'promptly and before the foreign proceedings are too far advanced' However Mr Coleman, for Ecobank, submits that delay does not include any period during which the applicant sought to challenge the jurisdiction of a foreign court and the period pending the foreign court's decision on that challenge.
>
> I cannot accept that proposition. Leggatt LJ in The Angelic Grace … described graphically the 'reverse of comity' were the English court 'to adopt the attitude that if a foreign court declines jurisdiction, that would meet with the approval of the English court, whereas if the foreign court assumed jurisdiction, the English court would then consider whether at that stage to intervene by injunction'. As Christopher Clarke J said in [the Transfield case] '… comity, which involves respect for the operation of different legal systems, calls for challenges … to be made promptly in whatever is the appropriate court'. Advent Capital PLC … cited by Mr Coleman in support of his submission, was a decision on its facts and is not authority for a principle in the form of Mr Coleman's proposition. It is of note that Morison J [in that case] included a quotation of Leggatt LJ's reference to the 'reverse of comity'."

31 Finally, in *Qingdao v. Shanghai Ding* [218] EWHC 3009, Bryan J identified the following three relevant principles to the question of delay:

> "(1) There is no rule as to what will constitute excessive delay in absolute terms. The court will need to assess all the facts of the particular case, see *Essar Shipping v. Bank of China*.
>
> (2) The question of delay and the question of comity are linked. The touchstone is likely to be the extent to which delay in applying for anti-suit relief has materially increased the perceived interference with the process of the foreign court or led to a waste of its time or resources - see *Ecobank Transnational v Tanoh* …"
>
> (3) When considering whether there has been unacceptable delay a relevant consideration is the time at which the applicant's legal rights had become sufficiently clear to justify applying for anti-suit relief - see, for example, *Sana Sabbagh v Khoury* [2018 EWHC 1330 …"

32 I would finally add that, for an excellent recent summary of the relevant legal principles, see Henshaw J's judgment in *Daiichi v. Chubb* [2020] EWHC 1223.

33 Against the background of the relevant authorities to which I have just referred, I come to the facts of this case. The real issue to be determined here is the question of delay. So far as that is concerned, the claimant in its skeleton argument says this,

> "That the application for the anti-suit injunction was made by the claimant promptly and before the Chinese proceedings had become too far advanced. The claimant first learned of the Chinese proceedings on 17th August 2020. It objected to the Chinese Court's jurisdiction very promptly thereafter in its objection to jurisdiction filed on 14 September 2020. The ruling on 21st

> September 2020 [by the Chinese court that is] was given unusually quickly for the Chinese courts and left the claimant with virtually no time to take any steps to protect its position in this jurisdiction in advance of the ruling; secondly, very promptly upon receipt of the ruling, less than three weeks after it was given, the claimant made the application for an anti-suit injunction on 8 October 2020; and, thirdly, the claimant has appealed the ruling before the Chinese courts, importantly, therefore, pending the resolution of that appeal, the Chinese proceedings remain at the jurisdictional stage and have not progressed to any substantive stage or required submission on the merits."

It is right that, although the claimant did not seek interim anti-suit injunctive relief immediately upon receipt of the Chinese proceedings on 17 August 2020, as it might have done, but chose to contest those proceedings so far as jurisdiction is concerned, they have not engaged in those proceedings on the merits.

34 The claimant's Chinese lawyers received the Chinese proceedings, as I have said, on 17 August 2020, but they did not receive the documents in support of the bill of complaint until 14 September 2020 and on the very same day they filed their objection to jurisdiction in China.

35 The Chinese Court gave its ruling accepting jurisdiction on 21 September 2020 and shortly after this point, on 8 October 2020, the claimant made its application for an anti-suit injunction.

36 In my judgment, the length of the delay in itself, which here is not particularly great, is of less importance than the extent to which the foreign proceedings have progressed during the delay and whether those foreign proceedings have been allowed to progress on the merits, because that would be a powerful factor against the grant of an anti-suit injunction. Moreover, justifiable delay will not be given serious weight against the grant of an injunction in a clear case, which I consider that this is.

37 As Christopher Clarke L.J pithily stated, with his customary elegance, in the *Ecobank v. Tanoh* case in the Court of Appeal,

> "'*...comity, which involves respect for the operation of different legal systems, calls for challenges … to be made promptly in whatever is the appropriate court'*.. Whilst recognising that delay is not necessarily a bar to relief, and the importance of upholding the rights of those who are the beneficiaries of exclusive jurisdiction agreements, I do not regard the cases subsequently decided by this court as rendering that statement inaccurate."

38 Whilst in this case, there was some delay between 17 August, when the claimant first learned of the Chinese proceeding and 8 October when the application for the anti-suit injunction was made, I do not consider that the delay is sufficiently serious for me to refuse to grant the relief sought. The Chinese judgment was given very quickly and the proceedings are not too far advanced. The appeal has not yet been heard and the claimant has taken no step on the merits in China. I also bear in mind that its claim for an injunction is well founded, it being clear in my judgment that the defendant is bound by the English arbitration clause.

39 The fact that the foreign court has ruled in favour of its own jurisdiction is not *per se* a bar to an anti-suit injunction as the *AES* case makes clear, but, of course, as each stage is reached more time and costs will have been wasted by the abandonment of proceedings in the foreign jurisdiction, which would make the grant of an anti-suit injunction progressively less desirable and would make considerations of comity progressively more important. However, in this case, to date, the Chinese court has only given a short two-page judgment in very short order and it is unlikely that as yet very significant cost has been incurred in China, nor indeed that very significant judicial resources have been spent to date on this dispute. So, in my judgment, this case is on the right side of the line for the grant of an anti-suit injunction. In view of the fact that the defendant clearly agreed to disputes, such as the present, being arbitrated in London, the grant of an injunction to prevent the continuance by the defendant of the duplicate set of proceedings in China is an appropriate step to give effect to the claimant's contractual rights and, indeed, will avoid the further costs and waste of rival proceedings operating in tandem and the risk of inconsistent judgments, which are, indeed, results which considerations of comity will of course favour.

40 I should add that I considered whether to grant an interim injunction, rather than a final injunction, in order to allow the defendant to come back before the court and argue about issues such as delay. However, the fact that the defendant has refused to acknowledge these proceedings at all, despite being informed of them, persuades me that it is appropriate to grant the final injunction which the claimant seeks which, in any event, includes a liberty to apply clause.

41 I consider as well that the defendant's attitude to these proceedings, which is essentially to ignore them, is evidence of the fact that the claimant does require an anti-suit injunction in order to protect its position. I am satisfied, therefore, that it is the right order to grant.

42 I did consider at one stage, in discussion with the claimant's counsel, Miss Morgan, whether or not to grant a mandatory injunction requiring the injunction defendant to discontinue the foreign proceedings on the basis that the foreign proceedings - or the foreign action now - essentially has a life of its own, because the appellate court in China is going to rule and, by granting the anti-suit injunction in the terms which are sought that may not be enough to ensure that those proceedings are brought to an end, because there is nothing that the defendant is still required to do in relation to that appeal. However, on balance, I think that I should not go that far in the absence of hearing from the defendant and in view of the fact that the draft order, which has been served upon the defendant, only seeks a prohibitory injunction and not a mandatory injunction.

43 In all the circumstances, I consider that this is an appropriate case to grant a final anti-suit injunction in the terms which the claimant seeks.

CERTIFICATE

Opus 2 International Limited hereby certifies that the above is an accurate and complete record of the Judgment or part thereof.

Transcribed by ***Opus 2 International Limited***
Official Court Reporters and Audio Transcribers
5 New Street Square, London, EC4A 3BF
Tel: 020 7831 5627 Fax: 020 7831 7737
civil@opus2.digital

This transcript has been approved by the Judge