IN THE SUPREME COURT OF THE STATE OF MONTANA
Supreme Court Cause No. _____

GREGORY DAHL,

Petitioner,

v.

MONTANA FIRST JUDICIAL DISTRICT COURT, LEWIS AND CLARK COUNTY, and THE HONORABLE MIKE MENAHAN

Respondents.

PETITION FOR WRIT OF SUPERVISORY CONTROL

An Original Proceeding Arising From Rulings In The First Judicial District Court
Lewis and Clark County, Montana
Cause No. ADV-2014-255
Honorable Mike Menahan, District Court Judge

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I. INTRODUCTION

COMES NOW the Plaintiff and Petitioner, Greg Dahl, and, pursuant to Mont. R. App. P. 14, petitions the Court for a writ of supervisory control, seeking reversal of two orders of the First Judicial District Court.

II. FACTS MAKING ACCEPTANCE OF JURISDICTION APPROPRIATE

A. Background Facts

Greg Dahl ("Dahl") and Mark Runkle ("Runkle") entered into a joint venture to develop property near Helena, Montana, and formed R&D Partners, LLC ("R&D") in 2003. *First Amended Complaint,* ¶ 11-12 (appended hereto as Appendix A). *Id.,* ¶ 12. Runkle transferred a substantial portion of his membership to the Mark and Joyce Runkle Irrevocable Generational Trust ("Trust"). *Id.* Dahl subsequently acquired property and permits for R&D, collectively known as Mountain View Meadows, LLC ("Mountain View"). *Id.,* ¶ 13.

Initially, Dahl held a one-third interest in R&D and Runkle held a two-third interest, with Dahl providing services, and Runkle providing financing. *Plaintiff's Response Opposing Defendants' Petition for Declaratory Judgment and Motion to Compel Arbitration,* p. 4 (appended hereto as Appendix F). Runkle decided to place most of his interest in the Trust, and represented to Dahl that the Trust required certain provisions in the 2003 Operating Agreement. Runkle prepared the

agreement, and Dahl signed in June 25, 2003 and the Trustee signed on September 1, 2004. Appendix F, p. 5; 2003 Operating Agreement (appended hereto as Appendix C).

In 2008, Tim Fox, who represented R & D, and Charles Hingle, who represented Comerica Bank & Trust, N.A., the Trustee for the Trust that had replaced Advest Bank and Trust Company, prepared another 2008 Operating Agreement for R&D. *Id.* at 6. Dahl did not want to sign it, as it reduced his membership interest from 34% to 25%, increased Runkle's interest from 1% to 10%, and eliminated Dahl's compensation for work devoted to Mountain View, resulting in default on his mortgage for his home and the ranch held by Runkle. *Id.* Runkle took advantage of Dahl's financial stress and coerced him into signing the 2008 Agreement. *Id.* at pp. 6-7. Runkle threatened to shoot Dahl if he didn't sign. *Id.* at 7. Runkle continued his attempts to reduce Dahl's membership interest by attempting to increase the interest rate and foreclose on Dahl's mortgage and attempting to induce Dahl to accept incentive and profit-sharing payments in exchange for remaining interest in R&D. *Id.* Dahl resigned from his position as managing member of R&D in 2012. *Id.*

Finally, Runkle made an unnecessary capital call, diluting Dahl's interest in R&D to less than 1%. *Id.* Dahl received no income or distribution despite nine

years of 65-70 hour workweeks on the Mountain View development. *Id.* Dahl is still a member of R&D.

B. Facts Pertaining to Dahl's Motion to Disqualify Counsel

On January 6, 2016, Dahl sued defendants for breach of contract, breach of the covenant of good faith and fair dealing, negligent misrepresentation, constructive fraud, and fraud. *Id.*[1] Dahl invested substantial time and resources on behalf of R&D, with Runkle diluting his interest via a capital call, a ruse he has used in other ventures. *Id.*, ¶¶ 13-14. Dahl asserted a claim for dissolution and derivative claim pursuant to Mont. Code Ann. §35-8-1104 et seq. *Id.*, ¶¶ 82-95.

Gough, Shanahan, Johnson & Waterman ("GSJW") represented R&D from 2003-2012. *Plaintiff's Motion to Disqualify and Brief in Support,* p. 3 (appended hereto as Appendix B). During that time, Dahl was coerced into signing a new operating agreement drafted by GSJW, as outlined above. *Declaration of Greg Dahl,* ¶¶ 26-28 (attached to Appendix B as Exhibit B).

KD Feeback, counsel for Defendants, was a member of GSJW at the time. Appendix B, p. 6. Fox, Feeback, and others represented and advised R&D and its members, including Runkle, the Runkle Trust, and Dahl. *Id.* The representation included the operation, management, and financing of Mountain View, and

[1] Other claims include a civil RICO claim pursuant to 18 U.S.C. §§ 1961(5), 1962(c), constructive trust, unjust enrichment, breach of fiduciary duty, and fraudulent transfers.

preparation of R&D's operating agreements and amendments— all primary issues in this case. *Id.* Mr. Feeback now defends R&D against Dahl's claims that Runkle manipulated nearly every aspect of R&D with respect to the Mountain View project, including preparing operating agreements with the purpose of diluting Dahl's interest in R&D. *See generally* Appendix A.

Dahl filed a Motion to Disqualify Counsel, which the court summarily denied. *See generally,* Appendix B. The Order on the Motion to Disqualify is appended hereto as Appendix E.

C. Facts Pertaining to the District Court's Granting of the Motion to Compel Arbitration

At the heart of this case are two operating agreements for R&D Partners, LLC. One was adopted in 2003 and R&D alleges the other was validly executed in 2008. Dahl has always maintained that the 2008 agreement was invalidly executed. Appendix A. The 2003 Agreement is appended hereto as Appendix C. The 2008 Agreement is appended hereto as Appendix D.

The 2008 agreement reads: "[t]his Agreement supersedes and replaces all prior Operating Agreements of the Company." Appendix D, § 11.15. Both Agreements contain arbitration provisions with materially differing procedures for selecting an arbitrator and both defer to the Montana Uniform Arbitration Act, but the 2003 Agreement provides that the arbitrator will be appointed by the American Arbitration Association if the parties cannot agree on an arbitrator. Appendix C, §

11.2. The 2008 Agreement provides that the arbitrator is to be selected in accordance with the Montana Uniform Arbitration Act. Appendix D, § 11.2. The Montana Uniform Arbitration Act provides that if parties cannot agree on an arbitrator, the district court shall appoint one pursuant to Mont. Code Ann. § 27-5-211. These provisions affect Dahl's substantive rights since the parties have been unable to select an arbitrator.

The Defendants sought a declaratory judgment that the 2008 Agreement was binding and enforceable, and asked the district court to appoint an arbitrator in accordance with the 2008 Agreement. Dahl maintained that the 2008 Agreement was void for lack of consideration, fraud, and coercion, preserving these claims for appeal. Appendix F, pp. 12-13; *Declaration of Greg Dahl,* Appendix B, Exhibit B.

The district court held no evidentiary hearing, but erroneously determined that Dahl was estopped from arguing that the 2008 Operating Agreement was void because he had not raised that issue in his Complaint, and appointed Judge Sherlock to serve as an arbitrator. This Order is appended hereto as Appendix G.

Two (2) of the orders entered by the district court drastically impact the remaining course and scope of litigation, rendering an appeal an inadequate remedy.[2] Specifically, the District Court ruled that: "(1) Plaintiff's Motion to Disqualify Counsel from representing R & D and Mark Runkle when he previously

[2] An interlocutory appeal was previously dismissed by this very Court.

represented Dahl is denied;" and "(2) The Defendants' Motion for Declaratory Judgment and to Compel Arbitration pursuant to the terms of the 2008 Operating Agreement is granted notwithstanding issues of fact remaining relating to the validity or defective formation of the agreement containing the arbitration agreements." The District Court determined that Plaintiff was estopped from arguing that the 2008 agreement is void.

III. LEGAL QUESTIONS AND ISSUES

A. Whether the following issues warrant the exercise of supervisory control by this Court:

1. Whether there is a conflict of interest warranting disqualification of counsel; and

2. Whether Dahl waived his claims challenging the formation and validity of the 2008 Operating Agreement.

IV. ARGUMENT

A. Prerequisites for a Writ of Supervisory Control

Article VII, Section 2(2) of the Montana Constitution grants this Court "general supervisory control over all other courts." *See also* Mont. R. App. P. 14(3). This Court will assume supervisory control to "direct the course of litigation if the court is proceeding based on a mistake of law, which if uncorrected, would cause significant injustice for which appeal is an inadequate remedy." *Stokes v. Mont. Thirteenth Jud. Dist. Ct.,* 2011 MT 182, ¶ 5, 361 Mont.

279, 259 P.3d 754. This case involves purely legal questions. The district court is proceeding under a mistake of law, causing a gross injustice and implicating constitutional issues of statewide importance. *Id.*, ¶ 8 (supervisory control exercised where "[a]n appeal would be an inadequate remedy given the costs and delay associated with the full re-trial almost certain to result if the district court's interpretation of the statute is set aside"). Promoting judicial economy, avoiding inevitable procedural entanglements, and preventing needless litigation are appropriate reasons to issue a writ. *Truman v. Eleventh Judicial District Court,* 2003 MT 91, ¶ 15, 315 Mont. 165, 68 P.3d 654.

B. This Court Should Exercise Supervisory Control

Supervisory control is warranted since the district court made its decisions based on a mistake of law. *Malloy v. Eighteenth Judicial Dist. Ct.,* 2011 Mont. LEXIS 316, *5 (citation omitted). An appeal following erroneous arbitration would be an insufficient remedy since it would force Dahl to arbitrate against an opponent whose representation is tainted by a conflict of interest, pursuant to an unenforceable agreement entered into due to Runkle's threats and fraudulent misrepresentations. If the order stands, Dahl may not have an opportunity to challenge the validity of the 2008 Agreement.

i. <u>The District Court erred in denying Plaintiff's Motion to Disqualify Counsel</u>

This Court has a constitutional mandate pursuant to Article VII, Section 2 of the Montana Constitution to fashion and interpret the Rules of Professional Conduct. *In re The Rules of Professional Conduct,* 2000 MT 110, ¶ 9, 299 Mont. 321, 2 P.3d 806. A normal appeal is inadequate, as Dahl will be required to arbitrate while the opposing parties benefit from a conflict of interest, adversely impacting and prejudicing Dahl's case. Dahl still has an interest in R&D and Mr. Feeback cannot represent Runkle and R&D against Dahl.

This Court has held that, "alleged lawyer conflict of interest problems should be brought up as early as possible so that a determination may be made that does not unduly prejudice any party." *Schuff v. A.T. Klemens & Son,* 2000 MT 357, ¶ 47, 303 Mont. 274, 16 P.3d 1002 (citations omitted). In *Mowrer v. Eddie,* 1999 MT 73, ¶ 23, 294 Mont. 35, 979 P.2d 156, this Court found no conflict of interest, but concluded that even if there had been a conflict, "under the circumstances. . . failure to object and move to disqualify within a reasonable time would constitute a *de facto* consent to [counsel's] continued representation of Mowrer and a waiver of the right to object." *Mowrer,* ¶ 23.

This Court has recommended supervisory control as a remedy for alleged conflicts of interest and subsequent denials of motions to disqualify:

> Although failing to seek a remedy that would have clearly given rise to an interlocutory appeal, Klemens could have nevertheless sought a writ of supervisory control, arguing that the alleged taint of the Marra firm's representation of Schuff would render any future remedy by appeal

> inadequate. *See Plumb v. Fourth Jud. Dist. Court* (1996), 279 Mont. 363, 368-69, 927 P.2d 1011, 1014 (citations omitted) [. . .]

Schuff, ¶ 50. Mr. Feeback's representation of R&D and Mark Runkle renders any remedy by way of appeal inadequate because the record will be affected by Mr. Feeback's prior representation of Dahl.

This is a "purely legal" issue involving application of conflict of interest rules pertaining to representation of corporations and their constituents, as well as Montana Supreme Court and Ninth Circuit Court of Appeals decisions in *Inter-Fluve v. Montana Eighteenth Judicial District Court,* 2005 MT 103, ¶¶ 33-35, 327 Mont. 14, 112 P.3d 258, *Thomas v. Municipal Court of Antelope Valley Judicial Dist. Of California,* 878 F.2d 285 (9th Cir. 1989), and *Krutzfeldt Ranch, LLC v. Pinnacle Bank,* 2012 MT 15, 363 Mont. 366, 272 P.3d 635. The District Court wholly failed to address and apply Montana Rules of Professional Conduct 1.9(a), 1.7 (a)(2), and 1.10.

The District Court's order implicates issues of statewide importance and, if allowed to stand, it will cast public doubt upon the integrity of Montana's justice system. The trial court found no conflict of interest, despite KD Feeback's involvement in GSJW's representation of R&D, and ruled that Feeback should not be disqualified from representing R&D and Mark Runkle even though he previously represented R&D when Dahl was an officer and was involved in the

matters and agreements at issue in this case.[3] Obviously, Feeback had access to information protected by Rules 1.6 and 1.9(c).

In *Trust Corp. of Montana v. Piper Aircraft Corp.*, the Ninth Circuit held that disqualification is warranted when the former representation is 'substantially related' to the current representation, unless the former client waives his objection to the representation and consents to the conflict. 701 F.2d 85, 87 (9th Cir. 1983) (construing Montana law and citing *Trone v. Smith,* 621 F.2d 994, 999 (9th Cir. 1980)). Matters are "substantially related" if, "the factual contexts of the two representations are similar or related." *Id.* Dahl has not waived his objection or consented to the conflict at issue.

The district court did not decide whether the representation was similar or related because it first reasoned that *Inter-Fluve* does not apply or mandate disqualification, a conclusion based upon its infirm view that *Inter-Fluve*'s, "narrow holding established 'the confidentiality of the attorney-client privilege is not violated when a former director of a closely-held corporation, who has brought claims against the corporation, is allowed to discover communications between

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[3] A lawyer shall not knowingly represent a person in the same or a substantially related matter in which a firm with which the lawyer formerly was associated had previously represented a client:

(1) whose interests are materially adverse to that person; and

(2) about whom the lawyer had acquired information protected by Rules 1.6 and 1.9(c) that is material to the matter; unless the former client gives informed consent, confirmed in writing.

Mont. R. Prof. Cond. 1.9(b).

corporate counsel and other directors which occurred during his tenure as a director.'" Appendix E, p. 3 (citing *Inter-Fluve,* ¶ 37). The court incorrectly determined that "*Inter-Fluve* is not relevant as it does not establish that Dahl was an individual client of GSJW for the purposes of analyzing conflicts of interest." *Id.* The trial court ignored the jurisprudential substance of that case, which explains the letter and spirit of the law and rules governing lawyer conflicts of interest.

Even assuming, *arguendo,* that *Inter-Fluve* were not relevant, the district court wholly omitted consideration of Montana Rule of Professional Conduct 1.9, which governs Duties to Former Clients and provides that, "[a] lawyer shall not represent a *person* in a same or substantially related matter" if the lawyer's former law firm represented a client whose interests are materially adverse to that person and about whom the lawyer acquired protected information, unless the *former client* gives consent. Mont. R. Prof. Cond. 1.9 (emphasis added). The rule's plain language forbids Mr. Feeback's representation of R&D and/or Mark Runkle.

The District Court also failed to consider that Dahl's membership interest in R&D creates a concurrent conflict of interest for Mr. Feeback. Pursuant to Mont.

R. Prof. Cond. 1.7(a), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest.[4]

The conflict of interest rules were promulgated to protect the public and to prevent an appearance of impropriety that could cast doubt upon the integrity of the legal process. *In re The Rules of Professional Conduct,* 2000 MT 110, ¶ 9, 299 Mont. 321, 2 P.3d 806 (citation omitted).

The *Inter-Fluve* Court concluded that, "[a]s corporate directors are jointly responsible for the proper management of a corporation, *it is consistent with this joint obligation that they be treated as joint clients with the corporation when legal advice is rendered to the corporation through one of its officers or directors.*" *Inter-Fluve,* ¶ 35 (citation omitted). Though the district court was correct that *Inter-Fluve*'s discussion was limited to the context of attorney-client privilege, it was not correct in ruling that a former officer of a corporation should not be treated as a joint client with the corporation. The fundamental underpinnings of the rules governing attorney conflicts of interest demand a contrary conclusion:

> These rules arise out of the fundamental principle that an attorney, as a fiduciary, owes a duty of undivided loyalty to his or her client. *See Joyce v. Garnaas*, 1999 MT 170, P32, 295 Mont. 198, P32, 983 P.2d 369, P32 (Trieweiler, J., dissenting) (quoting 1 Ronald E. Mallen & Jeffrey M. Smith, Legal Malpractice § 11.1, at 631 (3d ed.1989). *See also In re Anonymous*

[4] A concurrent conflict of interest exists if: (1) the representation of one client will be directly adverse to another client; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, former client or a third person or by a personal interest of the lawyer. Mont. R. Prof. Cond. 1.7(a)(1)-(2).

(Ind. 1995), 654 N.E.2d 1128, 1129-30 (concluding that lawyer violated Rule 1.16(a)(1), and should have withdrawn from representation of current client when he used information gathered from former client to maintain action against client in later litigation).

Schuff, ¶ 46. The district court's order cannot be reconciled with the Montana Rules of Professional Conduct or their interpretive precedent.

The quantum of prejudice warranting relief is lower when prompt action is taken to address a conflict, as opposed to action after a trial on the merits. *Krutzfeldt,* ¶ 29. By virtue of the district court's order, Dahl will be prejudiced by Mr. Feeback's representation of R&D and Mark Runkle for two (2) reasons. First, Mr. Feeback had access to and can use protected attorney-client information gathered from Dahl during his representation of R&D and its members to defend against Dahl's claims. Second, the arbitration will be tainted by this conflict and the outcome may not be subject to appeal. *Glasgow Educ. Ass'n v. Bd. of Trs.*, 242 Mont. 478, 484, 791 P.2d 1367 (1990) ("[w]hen an arbitrator whose decision is final and binding acts within his contractual authority and not unlawfully, courts are without power to set aside his decision"). Feeback's representation of Runkle and R&D is precluded by conflicts of interest.

ii. The District Court erred when it granted Defendants' Motion to Compel Arbitration Under the 2008 Operating Agreement

Supervisory control is warranted because the district court issued its order regarding arbitration based on a mistake of law and a misapprehension of claims

asserted by Dahl. Dahl should not be forced to submit to arbitration under an invalid agreement, appeal, and then again endure arbitration under the provisions of the valid 2003 agreement after a successful appeal.

This Court reviews conclusions of law regarding arbitrability for correctness. *Ratcheye v. Lucas,* 1998 MT 87, ¶ 14, 288 Mont. 345, 957 P.2d 1128 (citations omitted). When a district court is asked to compel arbitration of a dispute, the threshold inquiry is whether the parties agreed to arbitrate. *Id.* (citing *Van Ness Townhouses v. Mar Industries Corp.,* 862 F.2dd 754, 756 (9th Cir. 1988)). Arbitrability is a matter of contract and a party cannot be required to submit to arbitration unless he has agreed to do so. *Id.* (citing *Tracer Research Corp. v. National Environmental Services Co.,* 42 F.3d 1292, 1294 (9th Cir. 1994) (other citations omitted)). Pursuant to § 27-5-115, M.C.A., a written agreement to resolve controversies through arbitration is enforceable unless there are grounds for revocation at law or in equity. *Ratcheye,* ¶ 14. There are such grounds in this case and they were never considered or addressed by the trial court.

A contract may be rescinded if a party's consent to its formation occurred as a result of duress, menace, fraud, or undue influence or if consideration becomes entirely void from any cause. Mont. Code Ann. § 28-2-1711. Whether actual or constructive fraud tainted the formation of a contract is a question of fact. Mont. Code Ann. § 28-2-404; *Mattingly v. First Bank,* 285 Mont. 209, 947 P.2d 66

(1997). As a result of the District Court's erroneous order, Dahl may be prevented from ever challenging the validity of the 2008 Agreement and will be subjected to its terms without the benefit of a full and fair opportunity to litigate its enforceability.[5]

Arbitration is appropriate in this case. However, the district court held that arbitration should occur under the 2008 Operating Agreement instead of the 2003 Operating Agreement even though issues of fact remained as to whether Dahl was coerced into signing the former. The district court ruled, without an evidentiary hearing, that Dahl was estopped from asserting any argument of coercion or duress because he failed to raise theories of lack of consideration, fraud, and coercion in his Complaint. *See* Appendix G, p. 3.[6] This ruling was clearly erroneous since, "in deciding whether the parties have agreed to submit a particular grievance to arbitration, the court is not to rule on the potential merits of the underlying claims." *Kalispell Educ. Ass'n v. Bd. of Trs.*, 2011 MT 154, ¶ 20, 361 Mont. 115, 255 P.3d 199. The district court improperly ruled on the merits of Dahl's claims by determining that Dahl was estopped from denying the validity of the 2008

[5] The application of collateral estoppel in Montana requires that: (1) the identical issue raised was previously decided in a prior adjudication; (2) a final judgment on the merits was issued in the prior adjudication; (3) the party against whom collateral estoppel is now asserted was a party or in privity with a party to the prior adjudication; (4) the party against whom preclusion is asserted must have been afforded a full and fair opportunity to litigate any issues which may be barred. *Baltrusch v. Baltrusch,* 2006 MT 51, ¶ 18, 331 Mont. 281, 130 P.3d 1267.

[6] "Having based his complaint on the premise the agreements were validly executed contracts which Defendants subsequently breached, and having failed to raise in his complaint the alternative theory the 2008 agreement was invalid, Dahl is estopped from now arguing that the 2008 operating agreement is void."

Agreement. *See* Appendix G, p. 3. Moreover, the Complaint explicitly sets forth claims for breach of the implied covenant of good faith and fair dealing, negligent misrepresentation, constructive fraud, and fraud, all of which would invalidate the 2008 Operating Agreement or provisions thereof and none of which the district court afforded any credence. *See* Appendix A, pp. 4-6. Most notably, the Complaint alleges that Runkle fraudulently induced Dahl in his signing of the 2008 Operating Agreement, which Dahl has maintained from the inception of litigation.[7] *Id.* at p. 6; *Declaration of Greg Dahl,* pp. 5-6 (Appendix B, Exhibit B). The reference to valid "agreements" does not refer to the 2008 Operating Agreement because there were at least two other agreements. The District Court's statement that Dahl, "based his complaint on the premise the agreements were validly executed contracts" is plainly incorrect, and an evidentiary hearing should have been held to determine the 2008 Agreement's validity. Dahl should not be denied an opportunity to challenge the validity of an agreement that substantially diluted his interest in the company.

In reviewing this decision for correctness, there is no plausible way to find that Dahl waived his right to challenge the validity of the 2008 Agreement or its arbitration provisions. The backbone of Dahl's Complaint consists of facts which,

[7] *See also* Appendix B, Exhibit 2, *Declaration of Greg Dahl,* outlining facts surrounding the formation of the 2008 Agreement. Most notably, Runkle made threats and told Dahl he had a dream about shooting him with a gun before asking him to sign the 2008 Operating Agreement.

if proven, would invalidate the 2008 Operating Agreement on grounds of coercion and other fraudulent conduct in which Runkle engaged.

V. CONCLUSION

Greg Dahl respectfully requests that this Court exercise supervisory control, stay district court proceedings pursuant to Mont. R. App. P. 14(7)(c), vacate the District Court's orders described herein and for such other and further relief that this Court determines is just and proper.

Respectfully submitted this 19th day of December, 2018.

DATSOPOULOS, MacDONALD & LIND, P.C.

Trent N. Baker, Esq.
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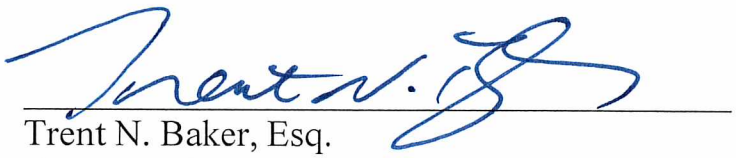
CERTIFICATE OF COMPLIANCE

Pursuant to Rules 11 and 14(9)(b) of the Montana Rules of Appellate Procedure, I certify that this brief is printed with a proportionately spaced Times New Roman text typeface of 14 points; is double spaced except for footnotes and quoted and indented material; and contains 3,990 words, excluding the table of contents, table of authorities, certificate of service, certificate of compliance, and any appendix containing statutes, rules, regulations, and other pertinent matters.

DATSOPOULOS, MacDONALD & LIND, P.C.



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CERTIFICATE OF SERVICE

I hereby certify that on December 19th, 2018, I served true and accurate copies of the foregoing PETITION FOR WRIT OF SUPERVISORY CONTROL by depositing said copies into the U.S. mail, first-class postage prepaid, addressed to the following:

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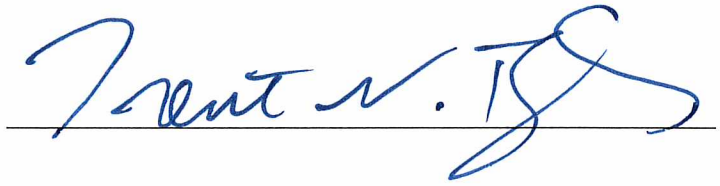
DATED this 19th day of December, 2018.

DATSOPOULOS, MacDONALD & LIND, P.C.



APPENDIX

CERTIFICATE OF SERVICE

I, Trent N. Baker, hereby certify that I have served true and accurate copies of the foregoing Petition - Writ - Supervisory Control to the following on 12-20-2018:

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