

# Residential Seller Disclosure Law; and Recent Developments in Real Estate Matters in Polk County

Polk County Bar Association, Spring 2019, General Practice CLE

Presented By: Martin J. Kenworthy  
Kenworthy Law, P.C.

# Residential Seller Disclosure Law

## Residential Seller Disclosure Law

- What is the law in Iowa?
  - Iowa adopted Chapter 558A, titled Real Estate Disclosures, in 1993. Almost all states now have some form of residential seller disclosure requirement.
  - The Iowa statute governs “transfers” defined as follows:

“*Transfer*” means the transfer or conveyance by sale, exchange, real estate contract, or any other method by which real estate and improvements are purchased, **if the property includes at least one but not more than four dwelling units**. However, a transfer does not include any of the following...” (emphasis added; Iowa Code §558A.1(5))

# Residential Seller Disclosure Law

- Exclusions include the following:
  - Court ordered transfers
  - Between joint tenants
  - Between spouses
  - Pursuant to decree of domestic dissolution
  - Quit claim deed

## Lawsuit: Realtor sold urine-soaked home that sheltered feral cats

realtor.com Buy Sell Rent Mortgage Find Realtors® My Home News & Insights

Back VALRICO, FL Home Valrico - Hillsborough County - Valrico

Recommended nearby homes

Similar Price	Similar Size
\$210,000 4022 Casselwood Dr 2,994 sq ft · 1,588 sq ft	\$214,900 6177 Shalika Dawn Dr 2,894 sq ft · 1,654 sq ft

Home represented by: TRISHA CLARK with CENTURY 21 Link Realty Home represented by: VICKI HARRIS with CENTURY 21 Link Realty



Just sold 1/25

The owner of this Valrico home filed a lawsuit accusing the realtor who sold it to him of using it to house feral cats, then attempted to cover up the stench of cat urine that had seeped into everything. [realtor.com]

By Daniel Figueroa IV  
Published July 27 2018  
Updated July 27 2018

VALRICO — Something smelled funny.

It was early April. Daniel McKay and Katherine Pulker had just closed on the house they planned to start their family in. They figured they'd might have some painting to do, but that their new home would be move-in ready within a week, well ahead of their May 26 wedding.

"We went in after closing and turned on the AC and took out all the Glade Plug-ins," McKay said. "It was pretty fast and pretty distinct when it happened."

The couple said they were overwhelmed by the stench of stale cat urine that, unbeknownst to them, was deeply embedded in the drywall and insulation.

That's why McKay is suing Realtor Deborah Clark and Link Realty for negligence, breach of contract and failure to disclose hidden defects that left the house "uninhabitable," according to the lawsuit.

## Residential Seller Disclosure Law

What must be disclosed? Section 558A.4 provides:

1. a. The disclosure statement shall include information relating to the **condition and important characteristics of the property and structures located on the property**, including significant defects in the structural integrity of the structure, as provided in rules which shall be adopted by the real estate commission pursuant to section 543B.9. The rules may require the disclosure to include information relating to the property's zoning classification; the condition of plumbing, heating, or electrical systems; or the presence of pests.  
(emphasis added)

## Residential Seller Disclosure Law

### Section 558A.4 continued:

- Disclosure statement may include written reports of experts.
- For a transfer involving a real estate installment sale contract, the seller “**shall recommend in writing**” that the buyer obtain an independent home inspection report. Disclosure statement must be provided at least **7 days before** installment contract is signed.

## Residential Seller Disclosure Law

When must the disclosure be made? Section 558A.2 provides in part:

1. A person interested in transferring real property, or a broker or salesperson acting on behalf of the person, shall deliver **a written disclosure statement** to a person interested in being transferred the real property. The disclosure statement **must be delivered prior to** either the transferor making a written offer for the transfer of the real property, or accepting a written offer for the transfer of the real property.
2. The disclosure statement shall be made by **personal delivery, certified or registered mail, or electronic delivery** to the transferee or to the transferee's agent. **If delivery is electronic, acknowledgment of receipt shall be provided pursuant to rules adopted by the commission.** The delivery may be made to the spouse of the transferee, unless otherwise provided by the parties. If the disclosure statement is not timely delivered, the transferee may withdraw the offer or revoke the acceptance without liability, within three days following personal delivery of the statement or five days following electronic delivery or delivery by mail.

## Residential Seller Disclosure Law

Rule regarding acknowledgement of electronic disclosure (IAC Ch.193E):

**14.1(6)** *Acknowledgment of receipt of disclosure statement by electronic means.* Whether or not a licensee assists in a real estate transaction, electronic delivery of any property disclosure statement required by Iowa Code chapter 558A shall not be deemed completed until **written acknowledgment** of receipt is provided to the transferor by the transferee or the transferee's agent. Acceptable acknowledgment of receipt shall include return of a fully executed copy of the property disclosure statement to the transferor by the transferee or the transferee's agent; **or a letter, electronic mail, text message, or other written correspondence** to the transferor from the transferee or the transferee's agent acknowledging receipt. **A computer-generated read receipt, facsimile delivery confirmation, or other automated return message shall not be deemed acknowledgment** of receipt for purposes of this rule.

# Residential Seller Disclosure Law

## Section 558A.3 – Good Faith and Amendments:

- Disclosures must be made in **good faith**.
- Seller also under duty make a **reasonable effort to ascertain information** required to be disclosed.
- Disclosure must be amended if information disclosed **“is or becomes inaccurate or misleading, or is supplemented.”** Supplement is subject to the same procedure as initial disclosure.

# Residential Seller Disclosure Law

## Section 558A.6 – Liability:

- Seller liable for amount of "actual damages".
- An expert who provided a report is not liable unless failed to exercise ordinary care in person's profession/practice/expertise.

## Section 558A.8 – Validity of Transfer:

- A transfer is not invalid because of failure to comply with 558A.

# Residential Seller Disclosure Law



## RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT

Property Address: \_\_\_\_\_

### PURPOSE:

Use this statement to disclose information as required by Iowa Code chapter 558A. This law requires certain sellers of residential property that includes at least one and no more than four dwelling units to disclose information about the property to be sold. The following disclosures are made by the Seller(s) and not by any agent acting on behalf of the Seller(s).

### INSTRUCTIONS TO SELLER(S):

- A. Seller(s) must complete this statement. Respond to all questions, or attach reports allowed by Iowa Code section 558A.4(2).
- B. Disclose all known conditions materially affecting this property.
- C. If an item does not apply to this property, indicate it is not applicable (N/A).
- D. **Disclose information in good faith and make a reasonable effort to ascertain the required information. If the required information is unknown or is unavailable following a reasonable effort, use an approximation of the information, or indicate that the information is unknown (UNK). All approximations must be identified as approximations (AP).**
- E. Additional pages may be attached as needed.
- F. Keep a copy of this statement with your other important papers.

### DISCLOSURE ITEMS:

	Yes	No	UNK	AP
1. <b>Water Damage</b> Has there been any water damage to the property? If yes, date of most recent damage: _____	Yes	No	UNK	AP
2. <b>Basement</b> Is there a basement? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
3. <b>Radon</b> Has there been any radon testing? If yes, date of most recent test: _____	Yes	No	UNK	AP
4. <b>Lead</b> Has there been any lead testing? If yes, date of most recent test: _____	Yes	No	UNK	AP
5. <b>Asbestos</b> Has there been any asbestos testing? If yes, date of most recent test: _____	Yes	No	UNK	AP

Print Name of Seller(s): \_\_\_\_\_  
Print Name of Buyer(s): \_\_\_\_\_  
Date: \_\_\_\_\_

6. <b>Lead-based Paint</b> Does the property contain lead-based paint? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
7. <b>Asbestos</b> Does the property contain asbestos? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
8. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
9. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
10. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
11. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
12. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
13. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
14. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
15. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
16. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
17. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
18. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
19. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP
20. <b>Lead-based Paint in Children's Toys</b> Does the property contain lead-based paint in children's toys? If yes, date of most recent inspection: _____	Yes	No	UNK	AP

Print Name of Seller(s): \_\_\_\_\_  
Print Name of Buyer(s): \_\_\_\_\_  
Date: \_\_\_\_\_

# Residential Seller Disclosure Law

16. Construction: Is this property a) fully constructed? b) under construction? c) vacant? d) under construction? e) under construction? f) under construction? g) under construction? h) under construction? i) under construction? j) under construction? k) under construction? l) under construction? m) under construction? n) under construction? o) under construction? p) under construction? q) under construction? r) under construction? s) under construction? t) under construction? u) under construction? v) under construction? w) under construction? x) under construction? y) under construction? z) under construction?
17. Easements: Are there any easements, rights, or interests in the property, including but not limited to, utility easements, access easements, or other easements, that affect the property? If so, please describe the nature and location of each easement.
18. Easements: Are there any easements, rights, or interests in the property, including but not limited to, utility easements, access easements, or other easements, that affect the property? If so, please describe the nature and location of each easement.
19. Enclosed Property: Are there any enclosed properties, including but not limited to, swimming pools, hot tubs, saunas, or other enclosed properties, that affect the property? If so, please describe the nature and location of each enclosed property.
20. Enclosed Property: Are there any enclosed properties, including but not limited to, swimming pools, hot tubs, saunas, or other enclosed properties, that affect the property? If so, please describe the nature and location of each enclosed property.

Very Important: This form is not a substitute for a professional appraisal. It is intended to provide information to the buyer and is not a guarantee of the accuracy of the information provided.

SELLER'S REPRESENTATION: I, the undersigned, represent that the information regarding this property is true and correct to the best of my knowledge and belief, and I am not aware of any material facts that would make this information false or misleading.

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

BUYER'S REPRESENTATION: I, the undersigned, represent that I am a bona fide purchaser of this property and I am not aware of any material facts that would make this information false or misleading.

Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

1. This form is not a substitute for a professional appraisal. It is intended to provide information to the buyer and is not a guarantee of the accuracy of the information provided.

2. This form is not a substitute for a professional appraisal. It is intended to provide information to the buyer and is not a guarantee of the accuracy of the information provided.

# Residential Seller Disclosure Law

A few cases:

**Stone v. Ford**, No. 17-0723 (IA Ct. App. May 2, 2018)

- Home sold in 2012. Nothing on disclosure form regarding prior water incidents.
- In 2013 and 2014 had water in the basement from rain storms. Stone spent \$25,000 to address drainage issues around house.
- Ford asserted there was a single incident of water in the basement in 2009 because the **sump pump float was stuck**. He said it took **"two seconds"** to adjust the float and it never happened again.
- Court: isolated incident of sump pump not working is **not a condition material to the property** and need not be disclosed.



## Residential Seller Disclosure Law

***Fox v. Clark***, No. 9-386/08-155 (IA Ct. App. July 22, 2009)

- Fox purchased the house in 2006 and there was no disclosure by Clark of water problems in backyard. **Clark argued the standing water would dissipate quickly and wasn't a problem.**
- Court: question is not whether seller thinks it is a problem or not – is it a material condition of the property that needs to be disclosed?
- Court held it was especially in light of evidence that **Clark had told a neighbor that the standing water was a problem that needed to be fixed.**

## Residential Seller Disclosure Law

- **Yeboah v. Emans**, No. 12-0900 (Iowa Ct. App. April 10, 2013)
  - In 2006 Emans noticed a leak in the sunroom ceiling. Emans said he “fixed it” and had no further problems. Sold home in 2009 and did not disclose leak or repair.
  - Six to eight weeks after closing, buyer noticed wetness in drywall near corner of sunroom ceiling. Contractor found rotted wood and repaired at cost of \$17,000. Emans argued it was minor and that since repaired there was no duty to disclose.
  - Court – 558A not limited to active problems – for roofs it expressly includes repairs. Also had a claim regarding inoperable windows – not among disclosures required for 558A and liability for damages cannot be based on 558A nondisclosure.



## Residential Seller Disclosure Law

- **Lanczos v. Walker**, No. 2-576/11-2101 (Iowa Ct. App. October 31, 2012)
  - A buried driveway, discovery of an abandoned septic tank, use of bleach/water solution before painting and a disclosure form with large “X” and the statement “**Sellers never lived in property**”. After sale, numerous instances of water in basement and water leaking around “new” windows. After numerous self-help measures, buyer brought in contractor – toxic mold: the cost to repair \$137,000 (house purchased for \$86,500).
  - Seller owned property for 13 years and rented it out. Just before selling they replaced drywall, windows, cabinets, filled in cracks in the foundation and exterior siding, and painted inside and out.
  - Court rejected seller’s claim it didn’t know and couldn’t reasonably know of conditions that caused water issues. **The fact that problems surfaced shortly after the transfer supported holding the seller liable**. Also, 558A does not require the seller to have occupied the property – something short of actual knowledge is sufficient as statute requires seller to make reasonable inquiry to determine conditions. **In light of all work seller did to improve the condition, reasonable for jury to conclude they knew of issues**. Court affirmed jury award to buyer of \$66,500.

## Residential Seller Disclosure Law

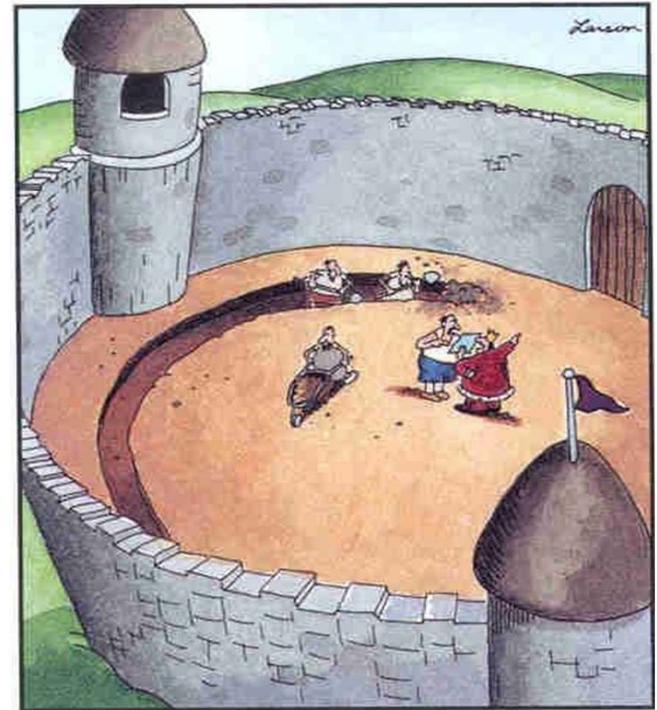
- **Johnson v. Baum**, No. 0-389/09-1340 (Iowa Ct. App. July 14, 2010)
  - Water in the basement was again the problem. Buyer brought several claims including **breach of contract and failure to disclose under 558A**.
  - Issue on appeal: was buyer entitled to award of attorney fees based on provision in the purchase agreement?
  - Jury ruled in favor of seller on breach of contract claim, but ruled in favor of buyer on violation of 558A. The purchase agreement provided that the seller had a **"legal duty to disclose Material Defects"** that they knew of and which buyer could not discover with reasonable inspection.
  - Trial court held that the purchase agreement was deemed to have incorporated the requirements of 558A with the phrase **"legal duty"**. Attorney fees provision was then applicable and buyer was awarded \$20,000 for fees.
  - Appeal – seller argued that attorney fees provision only applied to breach of contract claim. Since jury ruled in seller's favor on that claim, the attorney fees provision was not applicable. While the 558A disclosure form was not expressly incorporated by reference into the purchase agreement, the term **"legal duty"** **was sufficient to incorporate the 558A requirements**. Award of attorney fees upheld.

# Recent Developments in Real Estate Matters in Polk County

## Recent Developments in Real Estate Matters in Polk County

***Thunder & Lightning, Inc. v. 435 Grand Avenue, LLC***, No. 17-0718  
(Iowa Ct. App. November 7, 2018)

Case involving landlord and tenant of Lime Lounge on East Grand. Real estate issue involved trespass claim, but numerous other claims between parties (libel, breach of contract, fraudulent misrepresentation, specific performance).



Suddenly, a heated exchange took place between the king and the moat contractor.

## Recent Developments in Real Estate Matters in Polk County

**Thunder & Lightning** continued:

### **Trespass and Conspiracy to Commit Trespass:**

#### **Key facts:**

- LL letter to T on 1-14-16 stating intent to inspect premises on 1-21-16 at 10:00 a.m.
- T letter in response on 1-20-16 (mailed and emailed at 5:07 p.m. that day) stating LL had no consent to inspect then.
- Suggests visit during open hours that begin at 4:00 p.m.
- LL and two attorneys go to site on 21<sup>st</sup> at 10:00 a.m. and find front door locked, premises dark – a back door is found unlocked and they enter and inspect using their cell phone flashlights for approx. 16 minutes.
- LL's lawyer did not receive letter that was mailed until 1-22-16 and did not receive the email until 1-25-16 as it went to dormant email address. **The lease did not reserve the express consent for right of entry to the LL.**

## Recent Developments in Real Estate Matters in Polk County

**Thunder & Lightning** *continued:*

**Trial court** (Judge McLellan): T's action to inform the LL it did not have consent was not reasonable. Late in the day of the 20<sup>th</sup> when knew was scheduled for the 21<sup>st</sup>. Also, noted that T made no effort to call LL to object prior to the 21<sup>st</sup>. Reasonable for LL to assume door unlocked for them. No trespass.

**Court of Appeals** (Judge Doyle):

- Reversed and found there was trespass and conspiracy to commit trespass and remanded to determine damages. A lease grants a tenant the exclusive right to possession of the premises. LL did not reserve right of entry in lease.
- **A lack of timely objection to planned inspection does not create consent.** A security video of the premises showed the LL and two lawyers outside the premises the morning of the inspection and all had cell phones. No one called T when found front door locked and the premises dark.
- Held that a reasonable person would not understand that T's silence regarding the inspection was meant to indicate consent.

## Recent Developments in Real Estate Matters in Polk County

***Andrews v. Carter***, No. 17-1396 (Iowa Ct. App. September 12, 2018).

This case concerns a quiet title claim based on an alleged constructive trust. Betty Andrews and Alice Carter were daughters of Ruby Smiley. The property at issue was the home owned by Ruby and her husband, Charlie. There were several letters and deeds over time.

- In 2002, Ruby wrote that when she died, if Charlie did not want the house it should be sold and the **proceeds split between Betty and Alice**.
- Another letter from Ruby in 2005 stated the house should go to Charlie on her death or sell it and **split proceeds between Betty and Alice**.
- In 2007, a document from Ruby stated that **Charlie should have 2/3's of proceeds** from sale of property.
- By quit claim deed in 2007, **Ruby and Charlie conveyed the property to Alice**.
- Later in 2007, Alice transferred the property by quit claim deed to a third-party, who shortly thereafter transferred it back by quit claim deed.
- By a quit claim deed in 2008, **Alice conveyed the property to Ruby and herself**.
- After the death of Ruby and Charlie, Alice sold her interest to a third-party by quit claim deed in 2013. Betty filed quiet title action in 2016.

## Recent Developments in Real Estate Matters in Polk County

**Andrews** continued:

**Trial court** (Judge Vaudt): The trial court found that based on the testimony, that Alice was Ruby's primary caretaker. Alice testified Betty did not help out much. Betty said Alice provided more care based on proximity. Did not find sufficient evidence that Alice was to hold the property in trust for benefit of Alice and Betty jointly. Quieted title to Alice.

**Court of Appeal** (Judge Bower): Affirmed the trial court decision. Disagreed that the fact Ruby lived in the home after deeding it to Alice was proof she did not give up all rights to the property. **Was no restriction on Alice as evidenced by the deeds to/from her in late 2007.** To establish a constructive trust, must prove by **clear, convincing and satisfactory evidence.** The court found that the earlier letters did not necessarily show Ruby's intent at the time when she transferred the property solely to Alice.

## Recent Developments in Real Estate Matters in Polk County

***Agan v. Krambeck***, No. 17-1377 (Iowa Ct. App. December 5, 2018).

This is an eviction case involving an issue of a deficient notice from the landlord.

- Tammy Krambeck rented a trailer home with her husband for approximately 3 years. Agan, the landlord, sent Tammy a **written 3-day notice to quit and wrote “clear and present danger” on the notice**. Another handwritten note with the notice provided that Tammy would run screaming from the trailer that her husband was beating her.
- Agan claimed it was a frequent occurrence and Tammy declined to provide the police evidence of abuse.
- On the same day, a 3-day termination notice was sent by certified mail also with a handwritten note of “clear and present danger”. **Neither notice included the language in Iowa Code §562A.27(A)**.
- A forcible entry and detainer action was filed in small claims court shortly thereafter. **Default judgment was entered as Tammy did not appear at FED hearing**. Tammy filed a motion to set aside the default judgment. The small claims court ruled it did not have jurisdiction over that motion. Tammy then appealed to the district court.

## Recent Developments in Real Estate Matters in Polk County

*Agan v. Krambeck* continued:

**District Court** (Judge McGhee): The primary basis for Tammy's appeal was that the notices did not include the mandated cure language from 562A.27A<sup>1</sup>. The court found the notices were not so defective as to violate public policy. The court also found that Tammy had refused the help of the police.

**Court of Appeal** (Judge Potterfield): The issue of whether Tammy cooperated with the police and what the notice is to include are different. Testimony by Agan that Tammy would not cooperate with police does not eliminate the statutory notice requirements. **Because the notices did not include the required cure language, the small claims court did not have jurisdiction** to hear the case. The court reversed the judgment and remanded for dismissal.

1. In general, that section provides 3 grounds to excuse the tenant: (i) if a tenant seeks a protective order; (ii) initiates criminal action; (iii) or writes a letter demanding the person cease the activity. If one of these exceptions apply, a notice based on clear and present danger cannot serve as basis for FED.

## Recent Developments in Real Estate Matters in Polk County

***Nicholas S. Bussanmas, LLC v. City Council of City of Des Moines***, No. 17-1498 (Iowa Ct. App. July 18, 2018).

Bussanmas brought action challenging the City's denial of his request to **subdivide** his property into three (3) lots.

- Bussanmas bought 2.34 acres on John Lynde Road in Des Moines that contained one single-family dwelling. Before purchasing he contacted the City to inquire about subdividing and was told it could be subdivided if the City Council granted a variance regarding frontage. Initially, a four (4) lot subdivision was proposed. Some neighbors objected and the zoning board of adjustment denied the plan.
- Bussanmas adjusted the plan and then submitted a three (3) lot plan that did not require a frontage variance. Neighbors continued to object and the planning and zoning commission denied the new plan.
- Bussanmas took an appeal to City Council, and it also denied the plan. Reasons cited by the City were: burden on City's storm water management and surrounding neighbors; and removal of mature trees.
- Filed writ of certiorari action challenging the City Council's action.

## Recent Developments in Real Estate Matters in Polk County

***Nicholas S. Bussanmas, LLC v. City Council of City of Des Moines*** continued:

**District Court** (Judge Rosenberg): Court cannot substitute its judgment for that of the City. Bussanmas's experts stated that flooding and erosion would improve, but the neighbor's experts disagreed. If "open to a fair difference of opinion" then the City decision should stand. Also, due consideration can be given to preservation of mature trees. Affirms the rejection of the plat.

**Court of Appeal** (Judge Doyle): "[A] reasonable mind could accept the record evidence as adequate to reach the same findings as the Council." The City Council considered all the relevant evidence and rejected the plat. Affirmed the District Court decision.

**Marty Kenworthy** is president of Kenworthy Law, P.C. Marty has been practicing law for 30 years and is licensed in the state and federal courts of Iowa, the courts of Ohio, Kentucky, Florida and the United States Supreme Court.

Marty's practice includes construction matters, business matters, and real estate matters. Marty is also an arbitrator and mediator for commercial disputes, including complex construction cases.

**Martin J. Kenworthy**

President

**Kenworthy Law, P.C.**

(515) 240-5154

[marty@kenworthylawpc.com](mailto:marty@kenworthylawpc.com)

[www.kenworthylawpc.com](http://www.kenworthylawpc.com)