THE SUPREME COURT OF PENNSYLVANIA'S ROLE IN STATUTORY INTERPRETATION: AN EXAMINATION OF *YUSSEN, M.D. V. MEDICAL CARE AVAILABILITY & REDUCTION OF ERROR FUND*

I. INTRODUCTION

The Supreme Court of Pennsylvania serves an important role in interpreting ambiguous statutory language. In reviewing the Commonwealth Court of Pennsylvania's decision in *Yussen, M.D. v. Medical Care Availability & Reduction of Error Fund*,[1] the Supreme Court of Pennsylvania held that, for purposes of section 715, simply filing a praecipe for a writ of summons is insufficient to make a claim against a health care provider, at least in the absence of some other notice or "demand communicated to those from whom damages are sought."[2] Following the court's decision in *Yussen, M.D.*, a claim must, at a minimum, communicate some sort of notice or demand to the party being sued.

This survey begins in Part II by providing background on the Medical Care Availability and Reduction of Error Act and Fund. This section also addresses prior decisions considering whether a writ of summons suffices to 'make a claim' against a party. Part III investigates the court's decision in *Yussen, M.D.*, starting with the hearing examiner's findings and recommendation, and moving on to the Commonwealth Court of Pennsylvania's review. Next, this survey examines the analysis of the Supreme Court of Pennsylvania, focusing on what suffices to make a claim. Part IV follows as the final analytical section, providing an evaluation of the decision, with a conclusion in Part V.

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[1] Yussen, M.D. v. Med. Care Availability & Reduction of Error Fund, 46 A.3d 685 (Pa. 2012).

[2] *Id.* at 692.

II. BACKGROUND

A. Medical Care Availability and Reduction of Error Act

In 2002, Pennsylvania enacted the Medical Care Availability and Reduction of Error (MCARE) Act,[3] which reformed the law on medical care available in the Commonwealth.[4] This reform included making medical professional liability insurance more obtainable and affordable.[5] To carry out that goal, the MCARE Fund was established as a special fund within the Pennsylvania Treasury[6] to be administered by the Pennsylvania Insurance Department.[7]

The money in the MCARE Fund is used "to pay claims against participating health care providers for losses or damages awarded in medical professional liability actions" that are in excess of the providers' basic insurance coverage.[8] In order to finance the MCARE Fund, an assessment is collected each year from every participating health care provider and is based upon the provider's primary insurance premium.[9] The total amount of the assessment must be enough to "[r]eimburse the fund for the payment of reported claims which became final during the preceding claims period."[10]

Once a claim is filed against a health care provider, the basic coverage insurer or self-insurer must promptly notify the Insurance Department.[11] The basic coverage insurer or self-insurer must defend against the liability claim, including defending against any potential liability of the MCARE Fund.[12] However, if the liability claim was made more than four years after the alleged malpractice occurred and was filed within the applicable statute of limitations, the Insurance Department will defend the claim if "the department

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[3] 40 PA. STAT. ANN. §§ 1303.101-.910 (West Supp. 2013).
[4] *See id.* § 1303.102.
[5] *Id.* § 1303.102(3).
[6] *Id.* § 1303.712(a).
[7] *Id.* § 1303.713.
[8] *Id.* § 1303.712(a).
[9] tit. 40, § 1303.712(d)(1).
[10] *Id.* § 1303.712(d)(1)(i).
[11] *Id.* § 1303.714(a).
[12] *Id.* § 1303.714(c).

received a written request for indemnity and defense within 180 days of the date on which notice of the claim [was] first given to the participating health care provider or its insurer."[13] If the "health care provider is found liable," the MCARE Fund will pay the claim.[14] This provision is intended to give insurance companies greater certainty for fixing reserves against possible claims due to Pennsylvania's discovery rule exception for statute of limitations concerning the commencement of certain civil actions.[15]

B. Cases

The Pennsylvania Insurance Commissioner determined in an administrative hearing that a claim is made upon the filing of a writ of summons.[16] In the hearing of *In re Kimberly S. Harnist, M.D.*,[17] the Insurance Commissioner stated that section 715 clearly reads that "the date a claim is made is the date the claim comes into existence."[18] Therefore, the Insurance Commissioner denied Dr. Harnist any coverage under section 715 because the claim in question was made less than four years after the date of the alleged malpractice.[19]

The Commonwealth Court of Pennsylvania also addressed a writ of summons serving as notice that a claim was made in *Cope, M.D. v. Insurance Commissioner*.[20] The court held that section 715's 180-day reporting period "does not begin to run until a health care provider receives notice that a claim asserted against him is

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[13] *Id.* § 1303.715(a).

[14] *Id.* § 1303.715(b).

[15] Pa. Med. Soc'y Liab. Ins. Co. v. Med. Prof'l Liab. Catastrophe Loss Fund, 842 A.2d 379, 380 n.2 (Pa. 2004) (citing H.R. 159-66, 1975 Sess., at 2333 (Pa. 1975)).

[16] Adjudication and Order at 8, *In re* Harnist, M.D., No. MM06-02-014 (Pa. Ins. Dep't Oct. 10, 2006) (citing Lamp v. Heyman, 366 A.2d 882, 889 (Pa. 1976)).

[17] Adjudication and Order, *In re* Harnist, M.D., No. MM06-02-014 (Pa. Ins. Dep't Oct. 10, 2006).

[18] *Id.* at 8.

[19] *Id.* at 10-11.

[20] Cope, M.D. v. Ins. Comm'r, 955 A.2d 1043 (Pa. Commw. Ct. 2008) (en banc).

eligible for Section 715 coverage."[21] A writ of summons, by itself, does not provide this notice.[22]

Since 2009, the Commonwealth Court of Pennsylvania has been recognized as having "original jurisdiction over MCARE Fund coverage disputes."[23] In *Fletcher v. Pennsylvania Property & Casualty Insurance Guaranty Ass'n*, [24] the Supreme Court of Pennsylvania held that a challenging party does not need to exhaust administrative remedies through the Pennsylvania Insurance Department, as parties were previously required to do.[25] Rather, all claims brought against the MCARE Fund based upon requirements of the MCARE Act fall within the Commonwealth Court of Pennsylvania's original jurisdiction.[26]

C. Legislative Intent

Legislative intent controls when interpreting a statute in Pennsylvania. [27] Courts must always look to "ascertain and effectuate the intention of the General Assembly." [28] The plain meaning of a statute should be used when a statute is clear and unambiguous.[29] However, when a statute's language is ambiguous, the legislative intent should be determined by a number of factors, including the reason for the statute's enactment, the problem to be remedied, and the consequences of a particular interpretation.[30]

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[21] *Id.* at 1052.

[22] *Id.*

[23] Fletcher v. Pa. Prop. & Cas. Ins. Guar. Ass'n, 985 A.2d 678, 680 (Pa. 2009).

[24] Fletcher v. Pa. Prop. & Cas. Ins. Guar. Ass'n, 985 A.2d 678 (Pa. 2009).

[25] *Id.* at 680 (citing Ohio Cas. Grp. of Ins. Cos. v. Argonaut Ins. Co., 525 A.2d 1195, 1198 (Pa. 1987)).

[26] *Id.* at 697.

[27] 1 PA. CONS. STAT. § 1921 (1975).

[28] *Id.* § 1921(a).

[29] *Id.* § 1921(b).

[30] *Id.* § 1921(c)(1)-(3), (6). The factors listed are only a few of the matters for consideration enumerated within section 1921, which lists a total of eight. *Id.* § 1921(c). Additionally, this list is not exhaustive and other matters may be considered. *Id.*

III. ANALYSIS: *YUSSEN, M.D. V. MEDICAL CARE AVAILABILITY & REDUCTION OF ERROR FUND*

In *Yussen, M.D.*, the Supreme Court of Pennsylvania held that, for purposes of section 715, simply filing a praecipe for a writ of summons is insufficient to make a claim against a health care provider, "at least in absence of some notice or demand communicated to those from whom damages are sought."[31]

A. Factual and Procedural History

This case originated from Joanna Ziv filing a praecipe for a writ of summons on June 4, 2007, naming Dr. Yussen and other medical providers.[32] On August 2, 2007, a complaint was filed, alleging medical negligence, which occurred on July 7, 2003.[33] Pennsylvania Healthcare Providers Insurance Exchange (Pennsylvania Healthcare), Dr. Yussen's primary insurer, requested that the claim be covered by the Insurance Department according to section 715 of the MCARE Act.[34] The Insurance Department denied this request due to the claim being made less than four years after the alleged malpractice, which was on July 7, 2003.[35] Because the claim was first "made" when the praecipe for a writ of summons was filed on June 4, 2007, this was less than the required four years.[36]

Dr. Yussen challenged this ruling by the Insurance Department and an administrative hearing ensued.[37] The above facts were testified to by a senior claims examiner for Pennsylvania Healthcare.[38] The claims examiner added that both Pennsylvania Healthcare and Dr. Yussen did not receive notice of the writ of summons until July 23, 2007, which was four years

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[31] Yussen, M.D. v. Med. Care Availability & Reduction of Error Fund, 46 A.3d 685, 692 (Pa. 2012).

[32] *Id.* at 687.

[33] *Id.*

[34] *Id.*

[35] *Id.* (citing 40 PA. STAT. ANN. § 1303.715(a) (West Supp. 2013)).

[36] *Id.*

[37] *Yussen, M.D.*, 46 A.3d at 687.

[38] *Id.*

after the alleged malpractice.[39] This date was critical for Dr. Yussen's coverage because Pennsylvania Healthcare would not cover this claim due to the notice being outside the four year period.[40] While Dr. Yussen's case was pending before the Insurance Department, the Supreme Court of Pennsylvania issued its decision in *Fletcher*.[41] The Supreme Court held that the Commonwealth Court of Pennsylvania has original jurisdiction over claims against the MCARE Fund based upon the requirements of the MCARE Act.[42] Therefore, Dr. Yussen's case was transferred to the Commonwealth Court.[43]

Before the Commonwealth Court hearing examiner, Dr. Yussen argued that, for coverage under section 715, the date on which the claim is made cannot be before the date that notice is provided to the insured.[44] The MCARE Fund argued that a claim is made when it is "first asserted, instituted, or comes into existence" and notice to the insured is not a "necessary prerequisite."[45] Furthermore, the MCARE Fund stated that section 715 does not have an express notice requirement for defining the four-year requirement.[46]

Because the statutory language is ambiguous, the hearing examiner recommended reversing the denial of the claim's section 715 status.[47] The hearing examiner noted that the statute does not define "claim" or "made."[48] On one hand, a claim begins when a lawsuit is commenced;[49] but, unless there is some communication

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[39] *Id.*

[40] *Id.*

[41] *Id.* (citing Fletcher v. Pa. Prop. & Cas. Ins. Guar. Ass'n, 985 A.2d 678 (Pa. 2009)).

[42] *Id.* (citing *Fletcher*, 985 A.2d at 697).

[43] *Yussen, M.D.*, 46 A.3d at 687.

[44] *Id.*

[45] *Id.* at 687-88.

[46] *Id.* at 688 (citing 40 PA. STAT. ANN. § 1303.715(a) (West Supp. 2013)).

[47] *Id.*

[48] *Id.*

[49] *Yussen, M.D.*, 46 A.3d at 688 (quoting Proposed Decision, Yussen, M.D. v. Med. Care Availability & Reduction of Error Fund, No. 400 M.D. 2010, slip op. at 10-11 (Pa. Commw. Ct. Jan. 4, 2011) [hereinafter Proposed Decision]).

of a claim or demand for something, a claim is not made.[50] Section 715 does not answer which event makes a claim made.[51]

To assist in determining the meaning of section 715, the hearing examiner looked to several tools of statutory construction, such as "the statute's history, the consequences of various interpretations, and administrative interpretations."[52] The hearing examiner noted that the purpose of the MCARE Fund, to give "insurance companies greater certainty in fixing reserves," cannot be achieved without notice.[53] Additionally, the legislature repealed previous language requiring that the first costs of defense be tied to whether a claim was filed after the four-year time frame.[54] By doing so, the hearing examiner reasoned that removal of this filing requirement showed the legislative intent that notice of the claim to the insurance provider should govern.[55]

Considering administrative interpretations, the hearing examiner looked to an adjudication by the Insurance Commissioner in *Harnist, M.D.*[56] In that case, the Insurance Commissioner ruled that a claim was made by filing a writ of summons, as long as proper service was effectuated.[57] The hearing examiner held this "interpretation to be consistent with his own position that a claim is made when it is communicated" to the health care provider or insurance company.[58]

The MCARE Fund's exceptions to the hearing examiner's recommendation were sustained by the Commonwealth Court of Pennsylvania and a judgment was entered in favor of the MCARE

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[50] *Id.* (quoting Proposed Decision, *supra* note 49, at 10-11).

[51] *Id.* (quoting Proposed Decision, *supra* note 49, at 10-11).

[52] *Id.* (citing 1 PA. CONS. STAT. § 1921(c)(4)-(6), (8) (1975)).

[53] *Id.* (citing Proposed Decision, *supra* note 49, at 12).

[54] *Id.* (citing 40 PA. STAT. ANN. § 1301.605 (West 1999) (repealed 2002)).

[55] *Yussen, M.D.*, 46 A.3d at 688 (citing Proposed Decision, *supra* note 49, at 13-14).

[56] *Id.* (citing Adjudication and Order, *In re* Harnist, M.D., No. MM06-02-014 (Pa. Ins. Dep't Oct. 10, 2006)).

[57] *Id.* (citing Adjudication and Order at 8-9, *Harnist, M.D.*, No. MM06-02-14).

[58] *Id.* at 688-89 (citing Adjudication and Order at 14-15, *Harnist, M.D.*, No. MM06-02-14).

Fund.[59] The court interpreted *Harnist, M.D.* to indicate that "the date a writ of summons is filed, is the date a claim is 'made.' "[60] It also distinguished this case from its prior decision in *Cope, M.D.*[61] In *Cope, M.D.*, the court held that a writ of summons "does not serve as notice to a health care provider that a claim might qualify for Section 715 coverage." [62] The Commonwealth Court of Pennsylvania stated that *Cope, M.D.* only addressed the notice requirement to the Insurance Department within 180 days, not the date which a claim was originally made for determining section 715 status.[63]

B. Dr. Yussen's Arguments

Before the Supreme Court of Pennsylvania, Dr. Yussen argued that, for purposes of section 715 of the MCARE Act, a claim should be considered made "only when a demand for something is communicated to an insured health care provider."[64] Dr. Yussen agreed that the statute is ambiguous, but stated several factors to support the notice requirement: the common and approved use of statutory language, section 715's purpose and history, "the purpose and effect of service of process," and the decision by the Commonwealth Court of Pennsylvania in *Cope, M.D.* [65] Additionally, Dr. Yussen distinguished *Harnist, M.D.* because the Insurance Commissioner found that service occurred within the required four-year period. [66] But, Dr. Yussen criticized the Commonwealth Court of Pennsylvania for giving deference to the Insurance Commissioner, since *Harnist, M.D.* was issued only in the Insurance Commissioner's adjudicative capacity.[67]

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[59] *Id.* at 689 (citing Yussen, M.D. v. Med. Care Availability & Reduction of Error Fund, 17 A.3d 422, 424 (Pa. Commw. Ct. 2011)).

[60] *Id.* (quoting *Yussen, M.D.*, 17 A.3d at 424).

[61] *Yussen, M.D.*, 43 A.3d at 689 (citing Cope, M.D. v. Ins. Comm'r, 955 A.2d 1043, 1052 (Pa. Commw. Ct. 2008)).

[62] *Id.* (citing *Cope, M.D.*, 955 A.2d at 1052).

[63] *Id.* (citing *Yussen, M.D.*, 17 A.3d at 424).

[64] *Id.*

[65] *Id.*

[66] *Id.*

[67] *Yussen, M.D.*, 46 A.3d at 689 (citing *Cope, M.D.*, 955 A.2d at 1049 n.14).

Dr. Yussen also looked to the MCARE Act's distinction between an action and a claim, which he believed to be inconsistent with the idea that an unnoticed commencement of an action is equivalent to making a claim.[68] Lastly, Dr. Yussen argued that the Commonwealth Court of Pennsylvania's decision in his case was inconsistent with its decision in *Cope, M.D.*[69] Specifically, the court's statement that "[r]eceiving a bare writ of summons . . . does not by itself provide notice that a claim is eligible for Section 715 coverage because it does not contain information that would enable a health care provider to make that determination."[70]

C. The MCARE Fund's Arguments

Alternatively, the MCARE Fund argued that the language of section 715 clearly states that a claim is made whenever it comes into existence, which includes the filing of a praecipe for a writ of summons.[71] The MCARE Fund stated that under section 715, the legislature provided three different conditions for first-dollar coverage: "when a claim is *made*; when the claim is *filed*; and when there is *notice* of the claim."[72] Only the 180-day requirement to request coverage from the MCARE Fund requires express notice.[73]

The MCARE Fund also argued that the purpose of the four-year requirement is to "identify the universe of cases that may be entitled to [MCARE]'s first dollar coverage."[74] Additionally, the amendment to the statutory language from a claim being "filed" to "made" did not add a communication or notice requirement.[75] Rather, the MCARE Fund argued this only shows that the legislature recognized claims can be made in other ways besides

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[68] *Id.*
[69] *Id.*
[70] *Id.* at 689-90 (quoting *Cope, M.D.*, 955 A.2d at 1050).
[71] *Id.* at 690.
[72] *Id.* (emphasis in original).
[73] *Yussen, M.D.*, 46 A.3d at 690.
[74] *Id.* (quoting Brief of Appellee at 9, Yussen, M.D. v. Med. Care Availability & Reduction of Error Fund, 46 A.3d 685 (Pa. 2012) (No. 13 MAP 2011)).
[75] *Id.*

commencing a lawsuit.[76] In regard to *Cope, M.D.*, the MCARE Fund argued that the Commonwealth Court only addressed the notice requirement to the Insurance Department and that the decision had no applicability to the four-year requirement.[77] However, the MCARE Fund did state that *Cope, M.D.* indirectly recognized that "the date of filing of a praecipe for a writ of summons is the date upon which a claim is made."[78] Finally, the MCARE Fund explained that the Commonwealth Court of Pennsylvania did not adopt the Insurance Commissioner's adjudication in *Harnist, M.D.*; rather, it simply agreed with its reasoning.[79]

D. Majority Opinion

The Supreme Court of Pennsylvania reviewed this statutory construction case using a plenary standard of review.[80] The court agreed with Dr. Yussen that section 715's use of "claim" and "made" are ambiguous.[81] It reasoned that a "claim being made" could mean the claim simply coming into existence, as the MCARE Fund argued.[82] Or, in a litigation setting, a claim being made often means a "conveyance of a demand to those intended to respond in damages."[83] The court noted that the concept of a claim being made has been given a particular meaning in the context of the insurance setting, which the legislature is aware of.[84] Additionally, most "claims-made" policies, like the primary policy held by Dr. Yussen, incorporate some sort of notice to the insured.[85]

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[76] *Id.*

[77] *Id.*

[78] *Id.* (citing Cope, M.D. v. Ins. Comm'r, 955 A.2d 1043, 1050 (Pa. Commw. Ct. 2008)).

[79] *Yussen, M.D.*, 46 A.3d at 690-91.

[80] *Id.* at 691 (citing Oliver v. City of Pittsburgh, 11 A.3d 960, 964 (Pa. 2011)).

[81] *Id.*

[82] *Id.*

[83] *Id.*

[84] *Id.*

[85] *Yussen, M.D.*, 46 A.3d at 691.

Finding section 715 ambiguous as to the pertinent terms, the Supreme Court of Pennsylvania used the hearing examiner's approach by using statutory construction principles.[86] Specifically, the court looked to the necessity for the statute, the statute's purpose, and the consequences of each interpretation.[87] Agreeing with Dr. Yussen, the court determined that section 715's purpose is to give insurers greater certainty when calculating reserves, which is why the legislature drew the distinction among claims.[88] The Supreme Court of Pennsylvania held "that a construction encompassing some notice to the insured" was the minimum required to uphold the statute's purpose.[89]

The court stated that using the "broadest plain-meaning approach," a verbal pronouncement of making a claim would qualify.[90] However, this obviously could not be what the General Assembly intended.[91] The MCARE Fund recognized that this is an unreasonable position, but did not give the court a particular limiting principle, other than suggesting that when there is a lack of notice, the commencement of a lawsuit is another way to make a claim under section 715.[92] But, the Supreme Court of Pennsylvania held that "the concept of communication or notice supplies the most rational limiting principle in the Section 715 context."[93] This is also consistent with the approach used by primary liability policies, such as the one maintained by Dr. Yussen.[94]

Ultimately, the Supreme Court of Pennsylvania held that "for purposes of Section 715, the mere filing of a praecipe for a writ of summons does not suffice to make a claim, at least in absence of some notice or demand communicated to those from whom damages are sought."[95] It reversed the Commonwealth Court of

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[86] *Id.*
[87] *Id.* (citing 1 PA. CONS. STAT. § 1921(c)(1), (4), (6) (1975)).
[88] *Id.*
[89] *Id.*
[90] *Id.*
[91] *Yussen, M.D.*, 46 A.3d at 691.
[92] *Id.*
[93] *Id.*
[94] *Id.*
[95] *Id.* at 692.

Pennsylvania's order and remanded the matter to enter a judgment in favor of Dr. Yussen.[96]

E. Dissenting Opinion

This was not an unanimous opinion by the Supreme Court of Pennsylvania; two justices joined in a dissenting opinion.[97] The dissent felt that the legislature recognized a clear difference between three events based on how section 715 was written.[98] These three events are: "a claim being *made*, the claim being *filed*, and *giving notice* of the claim."[99] Only the final requirement discusses notice, which indicates that notice is clearly left out of the first two requirements.[100]

The dissent highlighted that the statute recognizes the difference "between making or filing a claim and providing notice."[101] Therefore, because of this distinction, and because filing and providing notice are two legally separate notions, the dissent did not agree that the statute intended a notice requirement for purposes of coverage under section 715.[102] Additionally, because the filing of a praecipe for a writ of summons is satisfactory to commence a civil action, it should be enough for determining that a claim has been made for section 715 purposes.[103]

IV. EVALUATION

The Supreme Court of Pennsylvania's decision is consistent with the purpose of the MCARE Act and Fund and constructs of statutory interpretation. Pennsylvania law provides that any interpretation of statutes must "ascertain and effectuate the intention of the General Assembly."[104] Furthermore, when the

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[96] *Id.*

[97] *Yussen, M.D.*, 46 A.3d at 692 (Eakin, J., dissenting). Chief Justice Castille joined Justice Eakin's dissent. *Id.*

[98] *Id.*

[99] *Id.* (emphasis in original).

[100] *Id.*

[101] *Id.*

[102] *Id.*

[103] *Yussen, M.D.*, 46 A.3d at 692-93 (Eakin, J., dissenting).

[104] 1 PA. CONS. STAT. § 1921(a) (1975).

language of a statute is not explicit, the legislative intent may be determined by considering the reason for the statute's enactment, the problem to be remedied, and the consequences of a particular interpretation.[105] Because the language of section 715 as to claim and made is ambiguous, the Supreme Court of Pennsylvania correctly turned to other means for determining the legislative intent.

The MCARE Fund was created as part of Pennsylvania's plan to make medical professional liability insurance more obtainable and affordable.[106] Section 715 was enacted to assist in carrying out this purpose. By putting a four year time limit on insurance company liability, premium payments can be lowered for health care professionals. But, during that four year period, insurance companies cannot be expected to defend a claim of which they have no notice.

The court followed the General Assembly's intent by interpreting the language of section 715 to require notice in order for a claim to have been made. If the court held to the contrary, the purpose of the MCARE Fund would be frustrated because insurance companies would not have certainty in fixing reserve funds without notice of civil actions. Without any type of communication of demand or remedy sought, insurance companies and health care providers would be unable to plan for lawsuits.

Therefore, the Supreme Court of Pennsylvania correctly interpreted the ambiguous language of section 715 as to claim to require the communication of some type of notice or demand to insurance companies and health care providers.

V. CONCLUSION

The Supreme Court of Pennsylvania correctly held that, for purposes of section 715, simply filing a praecipe for a writ of summons is not sufficient to make a claim against a health care provider. There must, at least, be some type of communication as to notice or demand of a civil action. By ruling in this manner, the Supreme Court of Pennsylvania clarified the MCARE Fund's

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[105] *See id.* § 1921(c).
[106] 40 PA. STAT. ANN. § 1303.102(3) (West Supp. 2013).

language so that health care providers and primary insurance companies know how to proceed within the four-year time period described in section 715.

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[*] J.D. Candidate, Widener University School of Law (Harrisburg), 2014. This survey is dedicated to my mom, brother, and Aunt Shirley. Without the constant love and support from each of you, law school would not have been possible. Thank you to the staff of the *Widener Law Journal* for their hard work, and to my professors for their guidance. To Izzy and Sydney, thank you for always making my day brighter. And to John, thank you for being my everything and keeping me sane during this last year of law school.