



## **Filing Receipt**

**Filing Date - 2023-09-26 04:06:12 PM**

**Control Number - 50788**

**Item Number - 390**

**PUC DOCKET NO. 50788**

**SOAH DOCKET NO. 473-20-4071.WS**

<b>RATEPAYERS APPEAL OF THE</b>	<b>§</b>	<b>BEFORE THE PUBLIC</b>
<b>DECISION BY WINDERMERE OAKS</b>	<b>§</b>	
<b>WATER SUPPLY CORPORATION TO</b>	<b>§</b>	<b>UTILITY COMMISSION OF</b>
<b>CHANGE WATER AND SEWER</b>	<b>§</b>	
<b>RATES</b>	<b>§</b>	<b>TEXAS</b>

**RATEPAYERS' MOTION TO REOPEN THE RECORD**  
**AND ADMIT EVIDENCE OF WINDERMERE'S POST-HEARING**  
**RECEIPT OF \$678,812.05 IN CASH FROM ALLIED WORLD**  
**SPECIALTY INSURANCE**

TO THE HONORABLE ADMINISTRATIVE LAW JUDGES:

The Ratepayer Representatives ("Ratepayers") of Windermere Oaks Water Supply Corporation ("Windermere") file this MOTION TO REOPEN THE RECORD AND ADMIT EVIDENCE OF WINDERMERE'S POST-HEARING RECEIPT OF \$678,812.05 IN CASH FROM ALLIED WORLD SPECIALTY INSURANCE and would show as follows:

**I. Background**

In 2019, Windermere tendered a claim to its insurer Allied World Specialty Insurance ("Allied") to provide coverage and a defense in connection with each of 2 civil lawsuits driven by members. Citing various exceptions and exclusions within the policy, Allied denied coverage and refused to pay defense costs for any of the defendants in both lawsuits. Nevertheless, Windermere's board decided the corporation would pay all litigation costs for the corporation<sup>1</sup> and for the individual director defendants. This decision was the stated basis for the 2020 rate increase

---

<sup>1</sup> As Ratepayers have briefed extensively, the corporation had no exposure whatsoever in either lawsuit and (along with its members) would be the financial beneficiary of whatever recovery the plaintiffs were able to achieve without spending a dime of corporate resources to pursue it. Accordingly, there was no reason for the corporation to have spent more than a nominal amount for its own "defense" costs and Ratepayers' Post-Hearing Exhibit 2 shows it did not.

and those costs are identified in the Commission's Preliminary Order as the focus of this proceeding.<sup>2</sup>

In 2020, Windermere filed suit against Allied seeking, *inter alia*, reimbursement for its outside legal expenses related to defending civil suits.<sup>3</sup> On May 9, 2023, more than a month after the close of the evidence for the remand hearing held on March 23, 2023, the Fifth Circuit issued its opinion affirming the district court's summary judgment in favor of Windermere and the individuals. In June 2023, Windermere received a \$687,812.05 cash settlement payment from Allied. The Allied payment fully reimbursed the company for 100% of the "defense costs" specified by Windermere's counsel, covered 100% of the expenses to pursue the claim against Allied, and included an additional amount for statutory penalties and interest.

Ratepayers filed a motion in the SOAH proceeding to reopen the record to admit two exhibits concerning this post-hearing settlement: (i) a copy of the settlement check (Ratepayers' Post-Hearing Exhibit 1); and (ii) a copy of the May 18, 2023 correspondence from Windermere's counsel that Windermere described as the settlement agreement between the parties (Ratepayers' Post-Hearing Exhibit 2).<sup>4</sup> The ALJs never ruled on Ratepayers' Motion.

Ratepayers' Post-Hearing Exhibits 1 and 2 are attached hereto. Ratepayers request that the Commission grant their request to reopen the record and to admit these exhibits into evidence.

---

<sup>2</sup> See Preliminary Order at page 2 of 7, paragraph 1.

<sup>3</sup> According to the ALJs, the pursuit of reimbursement from Allied was on the board's radar at the time of the rate increase. They note that Windermere's board announced shortly before the rate increase it had engaged the Shidlofsky Law Firm to challenge the denial of coverage and to pursue reimbursement of legal costs under the policy. See Proposal for Decision at p. 12, and discussion of board's announcement on February 1, 2020 that it had hired the Shidlofsky Firm to challenge Allied's denial.

<sup>4</sup> See Exhibit 1 & 2

## **II. Argument**

### **A. Applicable Legal Standards.**

The Commission's Rules allow an exhibit to be received into evidence after the hearing has been concluded for good cause shown. P.U.C. Proc. R. § 22.226(d). Rule 270, T.R.C.P., which governs the admission of evidence offered after the close of the evidence at trial, authorizes the trial court to permit additional evidence at any time "it clearly appears to be necessary to the due administration of justice." In deciding whether to reopen evidence, the trial court should liberally exercise its discretion in allowing both sides to fully develop the case in the interest of justice. *Matador Pipelines, Inc. v. Thomas*, 650 S.W.2d 945, 948 (Tex. App. – Houston [14<sup>th</sup> Dist.] 1983, writ ref'd n.r.e.).

In determining how to exercise its discretion, the tribunal should consider such indicia as 1) the movant's diligence in obtaining the additional evidence, 2) the decisiveness of the evidence, 3) whether reception of the evidence would cause undue delay, and 4) whether granting the motion would cause any injustice. *McCuen v. Huey*, 255 S.W.3d 716, 738 (Tex. App. – Waco 2008, no pet.). Where factors (2), (3) and (4) are present, the tribunal has a duty to grant a party's motion to offer additional evidence. *Saunders v. Lee*, 180 S.W.3d 742, 745 (Tex. App. – Waco 2005, no pet.); *Naguib v. Naguib*, 137 S.W.3d 367, 373 (Tex. App. – Dallas 2004, pet. denied); *Word of Faith World Outreach Ctr. Church, Inc. v. Oechsner*, 669 S.W.2d 364, 367 (Tex. App. – Dallas 1984, no writ). However, the tribunal has discretion to reopen the evidence even if not all of the factors favor the movant. *Id.*; accord *Matter of Marriage of Matthews*, 2022 WL 3651391, at \*5 (Tex. App. – Waco 2022, no pet.), *Thweatt v. Dudley*, 2015 WL 5578601, at \*3 (Tex. App. – Amarillo 2015, no pet.), *Astin Redevelopment Grp., LLC v. Citgo Petroleum Corp.*, 2014 WL

7232573, at \*5 (Tex. App. – Waco 2014, pet. dismiss’d w.o.j.), *McCuen*, 255 S.W. 3d at 738, *World of Faith*, 669 S.W.2d at 367.<sup>5</sup>

**B. Diligence.**

The evidence Ratepayers tender concerning the Allied settlement did not exist as of the time of the March 2023 remand hearing. It could not have been obtained or presented during that hearing even with perfect diligence.

That said, Ratepayers were diligent in their discovery efforts prior to the remand hearing to obtain whatever information then existed concerning the controversy with Allied and whether (and to what extent) Windermere’s legal costs had been reimbursed. For example, when Windermere representative Joe Gimenez mentioned a previously undisclosed “2019 insurance settlement” in supplemental rebuttal testimony prefiled shortly before the hearing, Ratepayers promptly propounded RFI 8-19:

**RATEPAYERS’ 8-19:** Reference Joe Gimenez Supplemental Rebuttal Testimony, p. 13, lines 1-19. Please state the date, identify the parties and describe in detail the terms of the “2019 insurance settlement” referred to therein, and produce the settlement agreement and all other documents pertaining thereto.

Windermere responded that there was no insurance settlement, with Allied or any other carrier. Windermere did not supplement that or any other discovery response concerning Allied, either prior to the March 2023 hearing or thereafter when Windermere settled with Allied and received a cash payment in excess of \$687,000.00.

---

<sup>5</sup> Ratepayers are aware of a decision by the ALJ in Docket No. 22289, *Application of WWC Texas RSA Limited Partnership for Designation as an Eligible Telecommunications Carrier Pursuant to 47 U.S.C. § 214(c) and PUC Subst. R. 26.418*, Order No. 12 Denying Motion to Reopen Record, suggesting that a party seeking to reopen must show all 4 factors. However, none of the cited cases stand for that proposition; indeed, Texas case law is to the contrary. Further, Docket 22289 involved evidence that had been publicly available for more than a year prior to the hearing, that did not address any issue in dispute, and that (if admitted) would necessitate further witness examination at an additional hearing. Ratepayers’ proffered evidence is just the opposite in every respect.

Windermere's settlement with Allied was first revealed in conversations among counsel in early July 2023. When Ratepayers' counsel pressed for additional information, on July 19, 2023, she received from Windermere's counsel a copy of the May 2023 letter by the Shidlofsky Law Firm. Windermere's counsel described this letter as the "settlement agreement" with Allied. Thereafter, a Windermere ratepayer provided a copy of the June 12, 2023 Allied settlement check he had obtained from the water company.

Promptly upon confirming the authenticity of the check with Windermere's counsel, Ratepayers filed a motion with the ALJs seeking to reopen the record to include this important information bearing directly on the credibility of Windermere's asserted "need" to recover the appealed rates to pay legal costs and to avoid financial demise.<sup>6</sup> Ratepayers' actions demonstrate their diligence.

### **C. Decisiveness.**

The proffered evidence shows unequivocally that Windermere has now been reimbursed in cash for 100% of the outside legal costs incurred in connection with defense of the 2 civil lawsuits and for 100% of the costs to pursue Allied and has also received a significant cash payment for statutory penalties and interest – amounts it never spent in the first place. Such evidence undeniably holds substantial relevance and is critical to the final determination in this matter.

Windermere has explicitly asserted that the Commission's adoption of the rates proposed by PUC Staff (or of any rates lower than the appealed rates) and/or an order requiring refunds to customers (even if warranted by the law and the facts) would precipitate the utility's financial demise. Despite its receipt of \$687,612 in cash in June, Windermere continues to insist that the

---

<sup>6</sup> Thereafter, Windermere posted information about the Allied settlement on its website. See [https://wowsc.org/documents/778/Membership\\_Announcement\\_07212023.pdf](https://wowsc.org/documents/778/Membership_Announcement_07212023.pdf).

utility will be unable to pay the lawyers, will be incapable of meeting its loan requirements, and may be required to explore extreme remedies such as bankruptcy.<sup>7</sup>

To add insult to injury, at the same time Windermere opposes Ratepayers' request to reopen the record to include evidence that Windermere received \$687,612 in cash in June, Windermere argues in its briefing concerning the Proposal for Decision that none of the other parties has rebutted or otherwise controverted Windermere's evidence as to the utility's asserted financial predicament.<sup>8</sup>

Ratepayers' proffer regarding the post-hearing Allied settlement and Windermere's receipt of the \$687,612 cash payment directly controverts Windermere's evidence. Further, it puts to rest once and for all the alleged "uncertainty" that Windermere representative Joe Gimenez testified on February 10, 2023<sup>9</sup> justified the continuation of the appealed rates:

---

<sup>7</sup> See Windermere's Reply Brief, May 2, 2023, pg. 20 "And it would default on its legal bills, subjecting itself to increased legal liability.<sup>153</sup> Thus, Staff's proposals would inevitably lead WOWSC to bankruptcy or receivership and, ultimately, impact WOWSC customers' ability to receive water and wastewater services."

<sup>8</sup> See Windermere Oaks Water Supply Corporation's Exceptions to Proposal for Decision, p 3.

<sup>9</sup> Supplemental Rebuttal Testimony of Joe Gimenez at p.13, lines 1-19.

5 Q. **BASED ON THIS UNCERTAINTY, DO YOU AGREE WITH MS. GIVENS'**  
6 **RECOMMENDATION THAT WOWSC SHOULD USE THE INSURANCE**  
7 **PAYMENTS TO PAY WOWSC'S LITIGATION EXPENSES?**<sup>38</sup>  
8 A. Yes, if and when WOWSC receives the insurance payments. Because the outcome at the  
9 Fifth Circuit is uncertain, the Board has not yet discussed in open session the precise  
10 manner in which it would disburse the income. If it does receive the insurance payments,  
11 WOWSC would first apply the insurance settlement to the Corporation's legal debt. Since  
12 the Corporation has already paid a large portion of Enoch Kever's and Shidlofsky's legal  
13 expenses, it would likely use a large portion of the insurance settlement to pay the  
14 outstanding amounts owed to Lloyd Gosselink. As such, WOWSC would no longer pay  
15 Lloyd Gosselink and Enoch Kever \$10,000 a month and could quickly move to reduce its  
16 base rates. But due to the uncertainty of the Allied lawsuit, it is critical that in the interim  
17 WOWSC recover its legal fees through this rate proceeding. As discussed above and in  
18 the Supplemental Rebuttal Testimony of Mike Nelson, WOWSC's financial integrity  
19 depends on this recovery.  
20 Q. **HAS WOWSC INDICATED WHEN AND IF IT WILL REDUCE ITS BASE**  
21 **RATES?**

---

<sup>38</sup> Givens Supplemental Direct at 7:20-25 (Bates 9).

Windermere has attempted to capitalize on the fact that in 2020 its insurer refused to pay or reimburse the corporation's costs to fund its board's discretionary decision to require the corporation to provide a defense for everyone named as a defendant in 2 civil suits. Windermere's post-hearing receipt of \$687,612 from that very insurer, including full reimbursement for "outside legal costs related to the defense of civil lawsuits," is both material and relevant and should produce a result entirely different from the result in the PFD. Such evidence is clearly decisive.



**D. No Undue Delay.**

No undue delay will result from the granting of this Motion and even Windermere itself has not suggested otherwise.<sup>10</sup> Windermere itself knew in May that it would be receiving \$687,612 in cash from Allied and had the opportunity to include this evidence in the record then, well before the PFD was issued on June 29, 2023. The responsibility for any delay from the inclusion of this evidence now falls squarely upon Windermere.

The granting of this Motion will not delay the Commission's proceedings. Commission has not yet considered or ruled on this appeal. Indeed, the matter is yet to be scheduled for a Commission Open Meeting.

The evidence Ratepayers seek to introduce is documentary in nature, is unequivocal, is authentic and is accurate. Windermere itself furnished the documents now identified as Ratepayers' Post-Hearing Exhibits 1 and 2 and, through its counsel, has vouched for them. No further predicate is required.

Windermere is already on record concerning the significant impact a settlement payment from Allied will have on its rates and its financial condition.<sup>11</sup> Likewise, Windermere has already articulated its position on the admission of this evidence.<sup>12</sup> Unlike the evidence in Docket 22289, the admission of Ratepayers' evidence will not warrant an additional hearing and will not delay the Commission's determination of this appeal.

---

<sup>10</sup> See WOWSC's Objection to Ratepayers' Motion to Reopen and Admit Evidence of Post-Hearing Settlement Payment by Allied Insurance.

<sup>11</sup> See above-referenced testimony of Joe Gimenez and related testimony of Mike Nelson to which it refers.

<sup>12</sup> See WOWSC's Objection to Ratepayers' Motion to Reopen and Admit Evidence of Post-Hearing Settlement Payment by Allied Insurance

**E. No Injustice.**

Unless Ratepayers' Motion is granted and their evidence is admitted, the record in this appeal will be materially incomplete, inaccurate and misleading. Justice demands the admission of Ratepayers' Post-Hearing Exhibits 1 and 2.

It is a fact that Windermere has now been fully reimbursed for the legal bills that allegedly precipitated the rate increase. Nevertheless, Windermere perpetuates the falsehood that it can't pay its legal bills if its rates are reduced.

It is a fact that Windermere has now received a cash windfall of almost \$150,000 for penalties and interest it never paid or incurred. Nevertheless, Windermere perpetuates the falsehood that it will default on its loan requirements if its rates are reduced.

Windermere's board has been promising its ratepayers for years that the rates will be reduced just as soon as its outside legal costs for defense of the member suits are paid. It is a fact that Windermere's outside legal costs for defense of the lawsuits now have been fully paid and then some. Nevertheless, Windermere perpetuates the falsehood that it "needs" to collect from its ratepayers substantial excess revenue for purposes that have nothing whatsoever to do with the cost to provide them with water and sewer services.

In these circumstances, the interests of justice demand that the record include the truth. Proc. R. § 22.226(d) and Rule 270, T. R.C.P., expressly authorize the admission of additional evidence at any time. On these facts, they create a duty to admit Ratepayers' Post-Hearing Exhibits 1 and 2.

Moreover, utility rates based on half-truths or untruths cannot be just and reasonable. Particularly not when the truth is known, is undisputed and was presented at the earliest possible

time. Particularly not when the utility has control over the timing, and the disclosure, of outcome-determinative events such as the receipt of \$687,612 in cash from Allied.

Far from causing injustice, the admission of this truthful and undisputed information is essential to the administration of justice. This evidence provides full transparency concerning Windermere's assertions as to the financial consequences of this rate appeal. It likewise provides the Commission with vital information for its final determination of just and reasonable rates. Windermere may choose to pretend that it did not receive \$687,612 in cash in June, but it is crucial that this Commission is not kept in the dark about such pivotal financial adjustments, especially when Windermere's board has since publicly patted itself on the back for this settlement.<sup>13</sup>

### **III. Conclusion**

Ratepayers have satisfied four out of four of the criteria the Commission should consider in determining this Motion. Under Texas law, that gives rise to a duty to reopen the record and admit Ratepayers' Post-Hearing Exhibits 1 and 2. These exhibits are undisputed, accurate and authentic.

Given Windermere's continued insistence that a rate reduction of any kind will result in financial ruin, justice requires that the receipt of more than \$678,000 in cash from Allied must be taken into account before a final order is entered.

Given Windermere's persistent lack of transparency regarding the amount of its "outside legal costs relating to defense of the civil lawsuits," justice requires that the accounting provided to Allied by Windermere's own counsel, as well as the extent to which Windermere's legal costs have now been fully reimbursed, must be admitted into evidence and given proper consideration.

---

<sup>13</sup> See [https://wowsc.org/documents/778/Membership\\_Announcement\\_07212023.pdf](https://wowsc.org/documents/778/Membership_Announcement_07212023.pdf).

WHEREFORE, premises considered, Ratepayers respectfully request to that this Motion be granted, that the evidentiary record be reopened and that Ratepayers' Post-Hearing Exhibits 1 and 2 be admitted into evidence, and that Ratepayers be awarded such other and further relief, at law or in equity, to which they may show themselves to be justly entitled.

Respectfully Submitted,

THE LAW OFFICE OF KATHRYN E. ALLEN,  
PLLC

114 W. 7th St., Suite 1100

Austin, Texas 78701

(512) 495-1400 telephone

(512) 499-0094 fax

/s/ Kathryn E. Allen

Kathryn E. Allen

State Bar ID No. 01043100

kallen@keallenlaw.com

Attorneys for Ratepayers

**Certificate of Service**

I hereby certify that, unless otherwise ordered by the Presiding Officer, notice of this filing was provided to all parties of record via electronic mail on September 26, 2023.

/s/ Kathryn E. Allen

Kathryn E. Allen

State Bar ID No. 01043100

kallen@keallenlaw.com

Attorneys for Ratepayers



Greystone Plaza  
7200 North Mopac Expressway, Suite 430  
Austin, Texas 78731  
t. 512.685.1400 f. 866.232.8710

Douglas P. Skelley  
doug@shidlofskylaw.com

May 18, 2023

**VIA E-MAIL:**

Bryan Vezey  
COHEN O'CONNOR  
1221 McKinney Street, Suite 2900  
Houston, Texas 77010

Re: 22-50218, *Windermere Oaks Water Supply Corporation v. Allied World Specialty Insurance Company*, in the United States Court of Appeals for the Fifth Circuit

Dear Bryan:

In light of the Fifth Circuit's decision affirming the district court's opinion on summary judgment on the duty to defend in the above-referenced matter, please allow this letter to serve as a demand on Allied World Specialty Insurance Company for the Insureds' damages, penalty interest and attorneys' fees. Those amounts are as follows:

<b><u>CATEGORY</u></b>	<b><u>AMOUNT</u></b>
Defense Fees and Expenses for Directors	\$411,616.43 <sup>1</sup>
Penalty Interest (18% per annum) <sup>2</sup>	\$99,445.66 <sup>3</sup>
Prejudgment Interest (8% per annum) <sup>4</sup>	\$44,198.07 <sup>5</sup>
Defense Fees and Expenses for WOWSC <sup>6</sup>	\$5,000.00
Penalty Interest (18% per annum)	\$3,166.03 <sup>7</sup>

<sup>1</sup> This amount is as has been presented to date. There may be outstanding fees and expenses (*i.e.*, "work in progress") that has not yet been billed. The Directors, of course, reserve the right to recover those amounts as well as part of Allied World's duty to defend.

<sup>2</sup> Calculation of penalty interest is detailed in the enclosed spreadsheet. Penalty interest was calculated from the date of payment of each invoice and accrues daily. Statements of account also are enclosed to support the data used in the spreadsheet.

<sup>3</sup> This amount is calculated as of May 17, 2023, and accrues at the rate of \$173.93 / day until paid.

<sup>4</sup> Calculation of pre-judgment interest is detailed in the enclosed spreadsheet. Pre-judgment interest was calculated from the date of payment of each invoice and accrues daily until a judgment is entered by the District Court. *See Primrose Oper. Co. v. Nat'l Am. Ins. Co.*, 382 F.3d 546, 565–66 (5th Cir. 2004).

<sup>5</sup> This amount is calculated as of May 17, 2023, and accrues at the rate of \$77.30 / day until paid.

<sup>6</sup> Because WOWSC was a defendant against which only injunctive relief was sought, WOWSC acknowledges that its entitlement to coverage is capped at \$5,000.00 per the terms of the policy at issue.

<sup>7</sup> This amount is calculated as of May 17, 2023, and accrues at the rate of \$2.47 / day until paid.

Bryan Vezey  
 May 18, 2023  
 Page 2 of 2

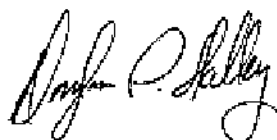
---

Prejudgment Interest (8% per annum)	\$1,407.12 <sup>8</sup>
Attorneys' Fees and Costs (Shidlofsky Law) <sup>9</sup>	\$110,838.50
Costs of Court	\$82.80 <sup>10</sup>
<b><u>TOTAL:</u></b>	<b><u>\$675,754.61</u></b>

In addition, please note that the underlying lawsuit remains pending on appeal, so defense costs continue to accrue. Please let me know how Allied World would like to handle submission and payment of defense counsel's invoices going forward through the appellate process. Finally, note that the underlying lawsuit resulted in a judgment against Director Dana Martin in the amount of \$70,000. Should that award be affirmed on appeal, Ms. Martin will look to Allied World for indemnity for same.

Once you have had an opportunity to review the foregoing, please contact me with any questions.

Best regards,



Douglas P. Skelley

---

<sup>8</sup> This amount is calculated as of May 17, 2023, and accrues at the rate of \$1.10 / day until paid.

<sup>9</sup> A statement of the Insureds' account is enclosed for your review. The statement does not include the "work in progress" amount that is approximated in the total above.

<sup>10</sup> A bill of costs in this amount has been filed with the Fifth Circuit.



AW Specialty Insurance Company  
Claims Account  
1630 New Britain Avenue  
Suite 101  
Farmington, CT 06032

Bank of America  
51-44/119 CT  
3324

CHECK NO.  
**0000067165**  
06/12/2023

PAY \*Six Hundred Seventy Eight Thousand Eight Hundred Twelve And 05/100 Dollars

\$\*\*\*\*\*678,812.05\*

To  
The  
Order  
Of

WINDERMERE OAKS WATER SUPPLY  
CORPORATION  
PO BOX 279  
SPICEWOOD TX 78669

*James B Paulhus*  
*Thomas Payor*

⑈0000067165⑈

PAY TO: WINDERMERE OAKS WATER SUPPLY  
CORPORATION  
PO BOX 279  
SPICEWOOD TX 78669

AW Specialty Insurance Company

Page 1 of 1

VENDOR NO.	CHECK DATE	CHECK NO.	CHECK TOTAL
USCCL282265	06/12/2023	0000067165	\$678,812.05

DATE	DESCRIPTION	REFERENCE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
2023-06-09	5105-0560 2017001776 - 1	Case 47531 defense reimburse	\$678,812.05	\$0.00	\$678,812.05

This check printed on 06/12/2023

For inquiries please contact - [paymentinquiries@awac.com](mailto:paymentinquiries@awac.com)

PAY TO:  
WINDERMERE OAKS WATER SUPPLY

AW Specialty Insurance Company

Page 1 of 1

VENDOR NO.	CHECK DATE	CHECK NO.	CHECK TOTAL
USCCL282265	06/12/2023	0000067165	\$678,812.05

DATE	DESCRIPTION	REFERENCE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
2023-06-09	5105-0560 2017001776 - 1	Case 47531 defense reimburse	\$678,812.05	\$0.00	\$678,812.05