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Construction Legal Edge

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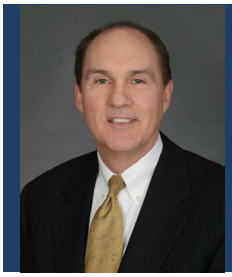
Superior Court of Pennsylvania Update

1. Arbitration Clauses In Warranties Are Not Binding On Subsequent Purchasers

Pennsylvania's intermediate appellate court has held that subsequent purchasers of homes are not bound by the original owner's agreement to arbitrate warranty claims with the builder and seller. In *Kouch v. Toll Brothers, Inc.,* No. 1912 EDA 2018 (Pa. Super. August 21, 2019) the developer entered into ten-year limited warranties with the original purchasers of the thirty homes at issue. All of the plaintiffs were subsequent purchasers who experienced water infiltration issues in their homes. The warranty was for the benefit of the "homeowner", which was defined as the first person to whom a home is sold and such person's successors in title to the home provided a Subsequent Home Buyer Acknowledgement and Assignment form was signed by the subsequent homeowner. The general conditions of the warranty stated "you may transfer this limited warranty to new owners of the home for the remainder of the warranty coverage period provided that you or the new owners notify the warranty program administrator in writing" utilizing an acknowledgement and assignment form. The assignment form included an arbitration provision. None of the subsequent purchasers had executed the form. When they filed suit for construction defects, the developer filed a petition to compel arbitration. The trial court held that the subsequent homeowners were not bound by the limited warranty provisions, including the arbitration provision. The Superior Court agreed and held that the fact that the homeowners alleged in their complaints that they received a transferrable warranty from the original purchasers, these statements alone did not bind them to the limited warranty provisions and only supported their averments that the builder was bound to construct the homes properly and in compliance with building codes and industry standards. Although courts tend to enforce arbitration agreements between parties to the agreements, the court in this case drew the line where the plaintiffs never executed the arbitration agreement.

2. Preliminary Objections To A Mechanic's Lien Must Be Filed No Later Than The Enforcement Action

In *Terra Firma Builders, LLC v. King*, No. 2593 of 2018 (Pa. Super. July 19, 2019) the Superior Court reversed a trial court's granting of the owners' preliminary objections to a mechanics' lien that were filed after the trial of the mechanics' lien case. The contractor had filed a lien under a prior docket number and had filed a timely affidavit of service, but then voluntarily withdrew the lien. The contractor refiled the lien shortly thereafter under a different docket number and did not file an affidavit of service as required under Section 502 of the Mechanics' Lien Law, 49 P.S. §1502. The owners did not file preliminary objections and the contractor filed a complaint to enforce the lien. A consolidated trial was subsequently held on the lien at which the owners prevailed. The contractor then filed post-trial motions. While the contractor's post-trial motions were pending, the owners filed preliminary objections to the mechanics' lien for failure to file the affidavit of service. The trial court granted the owners' preliminary objections to the lien, holding that the preliminary objections under the Mechanics' Lien Law could be filed at any time, even after the enforcement action was filed and trial of the case. The Superior Court reversed, holding that although no time period is set forth in the Mechanics' Lien Law for the filing of preliminary objections (49 P.S. §1505), they are by definition "preliminary" and thus must be filed as a defense in the enforcement proceeding in accordance with the manner provided in the applicable rules of civil procedure. The court noted that the owners had filed their preliminary objections over five years after the claim was filed and over three years from commencement of the enforcement proceedings. While this ruling does not excuse contractors from timely filing their affidavits of service, there are circumstances, as shown in the case discussed here, that owners can waive the requirement with their in action.



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Cybersecurity in the Construction Industry - It is not a matter of if, but when...

Businesses operating in the construction and design industries are quickly becoming aware of the challenges they face against an unfamiliar adversary – cyber criminals. However, many companies have been slow to properly identify and address their cyber risk vulnerabilities. It is estimated that damages associated with cybercrime will costs businesses in all industries approximately $6 trillion per year on average through 2021 and a recent survey revealed that more than 75 percent of respondents in the construction, engineering and infrastructure industries had experienced a cyber-incident within the last 12 months.[1] It seems now more than ever that it is not a matter of if a firm will experience a cyber event, but rather a real probability of when it will occur and how it will occur.

Cybercriminals are always evolving, changing their methods to by-pass protections and using unique methods of social-engineering to exploit basic human behaviors for their own financial gain. The construction industry needs to be equally aggressive in its response, viewing cyber risk from an enterprise-wide perspective in the boardroom, at the project site, and throughout the culture of the entire organization. While there is not a "one-size-fits-all" approach to cyber breach prevention, this article will discuss scenarios and basic risk management protocols.

The construction industry is particularly vulnerable to breaches because of its reliance on mobile communication and file and data sharing among many parties. Firms of all sizes are at risk and 50% of all attacks in the country are targeted to businesses with less than 1,000 employees.[2] With the average cost of a data breach at $3.8 million, construction firms have more to lose than simply stolen data. Many attacks are aimed at interrupting business operations and creating project delays in exchange for ransoms, which often start at $500,000.[2] Below are recent real-life scenarios presented at the 2019 Lockton Construction & Design Conference:

(1) In early 2018 a firm discovered that more that 500 Microsoft Office 365 accounts were compromised by hackers, including 43 administrative accounts. The compromise was traced to IP addresses in Russia and the Netherlands. While the breach was discovered in early January, the firm believes the hackers were in the system for several weeks before being discovered.

- Once inside the firm's system, the hackers accessed email mailboxes and client project sites containing sensitive data.
- It was ultimately determined that no notification to individuals was required, but the firm incurred significant costs to investigate and respond including $22,114 in legal advice and $376,346 in forensics costs. They did not have cyber insurance.

(2) A firm's system was breached, and data was stolen by hackers who demanded a ransom of 135 Bitcoin (worth about $500,000 at the time of the loss) to return the data. The firm engaged a forensic investigator who was able to restore all the data from a backup system and therefore the firm decided not to pay the ransom demand.

- The firm incurred $430,000+ in forensic and restoration costs, as well as $8,500 in legal costs. All costs in excess of the firm's $10,000 retention were covered by the cyber insurance carrier.

(3) A firm hired an entry-level associate to assist various executives with special projects (none were HR or personnel related). After the associate had worked at the firm for several months, the firm was contacted by another associate indicating that someone with the entry-level associate's name attempted to open a credit card using the other associate's identity.

- The firm did an investigation and found that the entry-level associate accessed personnel files on nearly 400 employees. This was outside of the scope of the associate's work for the firm and there

was no legitimate purpose for the accessing of these files.

- Before the firm could act against the entry-level associate, the firm was contacted by local law enforcement alleging that the associate was involved in a large identity theft ring. Law enforcement coordinated with the firm to execute an arrest warrant for the associate.
- The firm had to notify all 400 employees of the compromise of their personnel files and offered two years of credit monitoring (a cost of ~$35/employee per month) and make notice on their website and other media outlets causing unknown reputational damage.

(4) A firm was notified of an incoming EFT payment of $1.9M – it was owed this amount by a client. When the firm didn't receive the payment within a few days it called the client to inquire about the payment. While the client was checking on the status of the $1.9M payment, the client wired a separate $497,055 amount it owed to the firm from a separate invoice. After the firm did not receive either payment, a deeper investigation ensued.

- Upon further investigation, the firm determined that a bad actor hacked the firm's systems, amended instruction on pending invoices, and sent those invoices to customers while purporting to be a firm employee.
- The client refused to pay the invoices a second time and did not have insurance coverage for this scenario (ie. social engineering coverage). The firm itself had a cyber policy but did not have "invoice manipulation coverage" and therefore it still has a $2M+ open account receivable.
- Invoice manipulation coverage is a very new coverage available in the cyber insurance market.

All contractors and project owners are aware of construction risk and while basic general liability, builders' risk, professional liability and other insurance solutions protect against various forms of losses and project delays, many of these policies exclude cyber related losses. Only about 15% of construction companies purchase cyber insurance today.[2] Cyber insurance can reduce the likelihood of a company exhausting all of its resources to investigate and recover from an attack. In the event of an attack, cyber insurance would cover the potential demand and extra expenses, including forensics and investigation, up to the specified cyber policy limit in excess of a deductible or retention.[3] Many of the leading insurance carriers have created cyber policies and there are nearly 100 different versions available in the marketplace. Because there is no standard ISO policy form, it is critical that construction companies work with an expert risk management professional to amend the standard policy language with exclusive amendatory endorsements to ensure that they are receiving optimal coverage options.

The value that cyber insurance provides is demonstrated through the extensive core insuring agreements and enhancements available in the marketplace, such as: Network security liability, Privacy regulatory proceeding, Breach response costs, Cyberextortion reimbursement, Hardware replacement (bricking), Data recovery, Business interruption and extra expense, Dependent business interruption, Reputational harm and the previously mentioned Invoice Manipulation.

Cyber insurance is only one way to protect businesses and projects from these types of attacks. There are several risk management protocols to institutionalize within a firm which starts with establishing a strong team of stakeholders from inside and outside the organization. Some risk management protocols to consider are:

- Create a security education, training and awareness (SETA) program.
- Implement password security and require two-factor authentication at a minimum.
- Use the "principle of least privilege," where users are granted access only to the information they need to do their job.
- Think beyond computers and software to other tech-enabled products, such as HVAC, fire suppression, BIM, and waterflow systems.
- Keep up with advances, including the latest patches for software.
- Consider a penetration test, where "ethical hackers" attempt to find their way into your system. With

the findings from the test, firms know where to make adjustments.

- Because it's impossible to know exactly where or how the next cybercriminal will strike, prioritize your most critical data first. [2]

In an increasingly digitized and connected world, cyber security needs to be considered at all stages of a firm's operation. While it may seem daunting, cyber security can be approached in the same way as any other risk. Crucially, cyber risk should not be seen as an issue solely for a contractor's IT department or provider. While IT infrastructure is an important factor in managing cyber risk, it is just one piece of a much larger puzzle. It is important for construction firms to appreciate the likelihood that they will fall victim to some form of cyberthreat and cyberattack. Once cyber is accepted as a key strategic risk, organizations can progress to not only protect themselves, but plan how they will respond and recover when an incident occurs. [4]

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Preparing for Pennsylvania's Consumer Privacy Legislation

Companies doing business in Pennsylvania must begin to examine critically their data collection, retention, and dissemination practices to ensure compliance.

In the wake of several massive data breaches, consumer privacy (or lack thereof) has become a growing concern. For some, more surprising than the breaches was learning how much personal information companies collect from consumers – everything from social security numbers and e-mail addresses to location data and demographics – and how much personal information is being sold or otherwise disseminated. As a result, legislation is being enacted around the world requiring companies to inform consumers about the collection and use of their personal information. Most notably in 2018, the European Union's General Data Protection Regulation, commonly referred to as the GDPR, established groundbreaking consumer rights over the collection, retention and dissemination of personal information. In the United States, in the absence of federal consumer privacy law, states are enacting privacy legislation focusing upon: 1) requiring transparency around the consumer personal information that companies are collecting and using; and 2) providing consumers with control over the personal information. For example, California enacted the California Consumer Privacy Act (the "CCPA"), which takes effect on January 1, 2020.

Now, Pennsylvania is following suit. On April 5, 2019, Pennsylvania introduced House Bill 1049, which is currently pending before the Committee on Consumer Affairs. House Bill 1049, modeled after the CCPA, addresses consumer data privacy by setting forth the rights of consumers as well as the duties of companies relating to the collection of consumer personal information. Therefore, companies doing business in Pennsylvania should familiarize themselves with its key provisions and prepare for its enactment.

House Bill 1049's Important Provisions

Even though House Bill 1049 is in committee and will likely be amended prior to its enactment, there are several provisions of the current bill that are the cornerstones of recent consumer privacy legislation and are likely to remain in the final bill. These are:

- **Narrow Definition of "Businesses" Subject to Compliance** – House Bill 1049 applies to companies doing business in Pennsylvania satisfying one or more of the following requirements: (1) companies with an annual gross revenue exceeding $10,000,000; (2) companies that annually buy, receive, sell, or share for commercial purposes the personal information of 50,000 or more consumers; or (3) companies that derive 50% or more of their annual revenue from selling consumers' personal information.
- **Comprehensive Definition of "Personal Information"** – Most of the information that consumers regularly give to companies in the regular course of business is deemed "personal information," such as:
    - Identifiers like names, aliases, postal addresses, email addresses, account names, social security numbers, etc.;
    - Protected characteristics under federal or state law;
    - Commercial information like records of personal property or products or services purchased, obtained or considered;
    - Biometric information;
    - Internet or other electronics network activity like browser and search history;
    - Geolocation data;
    - Audio, electronic, visual, thermal, olfactory or similar information;
    - Professional or employment-related information;
    - Education information; and
    - Inferences drawn from any of the information above to create a consumer profile reflecting a consumer's preferences, characteristics, psychological trends, predispositions, behaviors, attitudes, intelligence, and abilities and aptitudes.

House Bill 1049 explicitly excludes information that is publicly available, even if it fits into any of the above categories of protected personal information.

- **Empowering Consumer Rights** – Consistent with other consumer privacy legislation, House Bill 1049 provides consumer control over personal data. Such provisions will require companies to review policies and internal controls to determine whether current data collection and retention practices comply. These include:
  - **Notice and Access** – Consumers will have the right to know and access what personal information a company collects and whether that company sells or discloses personal information to another party. Companies must give consumers at least two methods of submitting requests for information, and the requested information must be provided to consumers within 45 days of receiving a request.
  - **Deletion** – Consumers will have the right to request that a company delete personal information from their system entirely. A deletion request does not apply solely to the company that initially collected the information – if a consumer's personal information was sold or disseminated to another party, companies must direct that party to delete the information as well. Thus, companies must keep track of how it sells and disseminates personal information. Companies that receive deletion requests may retain the data under prescribed circumstances, such as to complete a transaction, detect security incidents, debug to repair errors, exercise free speech, engage in public of peer-reviewed research, comply with legal obligations, and enable solely internal uses that are reasonably aligned with the expectations of the consumer.
  - **Opt-out** – Consumers will have the right to decline or opt-out of the sale of their personal information. Companies must provide notice of the possibility of sale before collecting consumer personal information. Additionally, companies must publicly offer a "Do Not Sell My Personal Information" form, which, if submitted, prohibits a company from selling the consumer's personal information. Once a consumer opts-out, a company must give the consumer at least 12 months before requesting that the consumer agree to a sale of his or her personal data.
  - **Private Right of Action** – Consumers have the right to individually sue a company in the event their nonencrypted or nonredacted personal information is subject to a breach. Damages are capped at $100 – $750 per consumer per incident or actual damages, whichever is greater. Additionally, injunctive or declaratory relief, and any other relief a court deems appropriate, is available. Companies must be given an opportunity to cure the violation within 30 days of receiving written notice before a consumer can sue.
- **Protection for Minors** – Under House Bill 1049, companies cannot sell personal information of consumers under age 16 without affirmative authorization by a minor aged 13-16 or a parent for children under 13.
- **Anti-Discrimination Provision** – Companies cannot discriminate against consumers for exercising rights enumerated under House Bill 1049. Yet companies can offer a different price for goods or services based upon the value derived from a consumer's data.
- **Civil Penalties** – If a company violates any provision under House Bill 1049, the Attorney General can bring a civil action against the company, with potential liability capped at $7,500 per violation. Prior to initiating an action, however, companies must be given an opportunity to cure the violation within 30 days of notification.

The Takeaway

Data privacy legislation is coming to Pennsylvania. Companies doing business in Pennsylvania must begin to examine critically their data collection, retention, and dissemination practices to ensure compliance. Companies should analyze: what personal information they collect; how the personal information is being collected; why the personal information is being collected; how are they using the personal information; how the personal information is protected; and who has access to the personal information. Companies should also examine what

personal information is being sold or disseminated to third parties and whether the third parties have systems in place for privacy compliance. Additionally, companies should develop policies and procedures that comply with the law, and should ensure that all employees are trained properly regarding the privacy obligations.

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The One Thing Construction Law, Star Wars, and the Avengers have in Common

As a juror, this is the last thing you want to hear: the structural slab is 25' thick, aggregate 6-8', pea gravel used to backfill 2-4", there was a double mat rebar built on top of the bedrock, and faulty Bay Mud.

I enjoy being told about a compelling hotel construction story as much as the next guy. Honestly, if you tell me about dimensions of structural grounding, then I'm already thinking about what I will be having for lunch.

Unfortunately, on construction defect cases, there's a lot of valuable technical information that needs to be communicated. The information can be complex and confusing.

There is hope! To assist with witness testimony, opening and closing statements, and everything else involved in construction litigation, there is one strategy that time, and time again holds attention and more clearly conveys the story… **ANIMATION!**

A forensic animation is the use of full motion graphics to recreate an event by computerized animation to display as a video. The same software used to create feature films such as Star Wars or Avengers is also used to create accurate and detailed animations which are admissible in court.

Animation is changing the courtroom by using physically accurate simulation to provide the movement of objects based on technical data.

For example, an infrastructure collapsing onto a construction worker. Reconstruction experts begin by collecting all the necessary data such as the terrain geometry, lighting conditions, location specifications, surrounding elements, friction factors, character likeness, placement of key objects, etc.

Animators then have the option to manually animate the results of the simulation based on the data to the level of realism desired by the client. Any movement of an object, vehicle, or persons is hand animated. Animators create physically accurate lighting conditions constructed from information received. The movement of objects is calculated based on dynamics and physically accurate mathematical equations.

The complex construction jargon, challenges of communicating technical case material to a jury, the stress from

not implementing a powerful exhibit is solved. 3D animation is changing construction law in the courtroom.

Bring a hotel, apartment building, or even a city block to life! Animation places the viewer at the point of damage. See the full picture, watch the damage come into view with custom graphics describing the story on screen, to win your case!

Cameron Thies, Visual Consultant of DK Global in Redlands, CA

The Commonwealth Court Rules that a State Senator Lacks Standing to Prevent Sunoco from Constructing Natural Gas Pipelines

On September 9, 2019, the Commonwealth Court of Pennsylvania ruled that the Sunoco Pipeline, L.P. ("Sunoco") could reopen and operate a natural gas pipeline (ME1) and continue constructing two new pipelines known as Mariner East 2 and 2x (ME2 and ME2X). *Sunoco Pipeline, L.P. v. Dinniman*, 2019 WL 4248071 (Pa. Commw. Sept. 9, 2019). In April of 2018, Pennsylvania State Senator Andrew E. Dinniman filed a Complaint with the Public Utility Commission ("PUC") seeking to prohibit Sunoco from operating ME1 and stop construction of ME2 and ME2X. Paired with his Complaint, Senator Dinniman also filed a petition for interim emergency relief, which formed the basis of the Senator's attempts to cease operations and construction of the pipelines prior to any adjudication on the Complaint. The basis for Senator Dinniman's Complaint and injunction were allegations that, during construction of the underground path for ME2 and ME2X, several sinkholes developed. According to the Complaint, one of the sinkholes caused ME1 to become exposed and damaged the pipeline's underground support and homeowners in the West Whiteland Township had begun to experience difficulties with their water service, including diminished water pressure and discolored water. The foundation of the Complaint was that Sunoco had allegedly failed to warn and protect the public from danger and failed to select a safe right of way for the pipeline that would avoid harms to homes, industrial buildings, and places of public assembly.

Senator Dinniman's emergency petition to cease the operations of Sunoco was brought before an Administrative Law Judge in May of 2018. At that hearing, Sunoco argued that the Senator lacked standing to pursue the action, meaning that the Senator was not a proper party to bring a Complaint or seek an injunction against Sunoco. On May 21, 2018, the Administrative Law Judge entered an emergency interim order and directed Sunoco to cease operation of ME1 and cease all construction of ME2 and ME2X until the Public Utility Commission had rendered a decision on the Complaint.

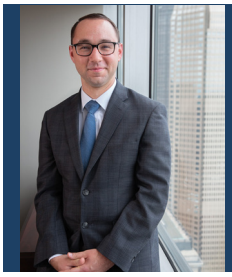
The Public Utility Commission reviewed the Administrative Law Judge's Order directing Sunoco to cease its operations. On June 15, 2018, the Public Utility Commission ordered that Sunoco was entitled to continue its operation of ME1, but Sunoco was not permitted to continue the construction of ME2 and ME2X. The Public Utility Commission determined that the Senator did have standing to bring the Complaint and seek the injunction based on the fact that the Senator was a property owner in the West Whiteland Township. Thereafter, Sunoco appealed the decision of the Public Utility Commission to bring the issue of the Senator's standing before the Commonwealth Court of Pennsylvania.

The Commonwealth Court of Pennsylvania ultimately determined that the Senator lacked standing to bring the Complaint and the emergency injunction in a decision rendered on September 9, 2019. The Commonwealth Court found that there were two possible grounds for standing as regards the Senator: (1) personal standing and (2) legislative standing. The Public Utility Code provides a private right of action to allow persons "with an interest" to enforce provisions of the Public Utility Code against the public utility. 66 Pa.C.S. §701; 52 Pa.Code §5.21(a). The Court found that, "[t]o have standing to pursue a formal complaint before the PUC, the complainant must be aggrieved. A complainant can demonstrate that he is aggrieved if he can establish that he has a '*direct, immediate, and substantial* interest in the subject matter of the controversy.'" *Dinniman*, 2019 WL 4248071, *3 (citing *Municipal Authority Borough of West View v. Public Utility Commission*, 418.929, 933 (Pa. Commw. 2012)). The Commonwealth Court concluded that the Senator lacked personal standing because he does not live in the valley where the alleged problems were occurring. It was undisputed at the hearing before the Administrative Law Judge that construction of ME2 and ME2X had no adverse effects on the Senator's property or the public water supply. As such, the Senator lacked personal standing to bring the Complaint or the injunction.

The Commonwealth Court also found that the Senator lacked legislative standing. Legislative standing is conferred on legislators where such legislator seeks to challenge executive actions "when specific powers unique to their functions under the Constitution are diminished or interfered with." *Dinniman*, 2019 WL 4248071, *5 (citing *Wilt v. Beal*, 363 A.2d 876 (Pa. Commw. 1976)). Legislative standing regards the legislator's right to vote on legislation or authority to approve municipal action. A legislator lacks standing "where he or she has an indirect and less substantial interest in conduct outside the legislative forum which is unrelated to the voting or approval process, and akin to a general aggrievance about the correctness of governmental conduct." *Dinniman,* 2019 WL 4248071, *6 (citing *Fumo v. City of Philadelphia*, 972 A.2d 487 (Pa. 2009)). The Commonwealth Court found that Senator Dinniman failed to allege any injury to his ability to act as a legislator and that the Complaint merely alleged that Sunoco's actions caused general injury to private and public drinking water, homes and other dwellings, and the residents of West Whiteland Township. The Commonwealth Court found that these alleged harms did not support legislative standing for the Senator's Complaint because the Senator's desire to protect and advocate for his constituents did not affect his right to propose legislation or to vote for or against proposed legislation.

Because the Commonwealth Court of Pennsylvania found that Senator Dinniman lacked standing to bring the Complaint or the emergency injunction, it reversed the Public Utility Commission's decision to uphold the Administrative Law Judge's prohibition on continuing the construction of ME2 and ME2X. The Commonwealth Court also directed that the Public Utility Commission dismiss the Complaint. As such, Sunoco may continue its operation and construction of natural gas pipelines through West Whiteland Township.

Establishing proper standing is essential to the prosecution or defense of any claim. Parties to any construction lawsuit or claim should ensure that standing is appropriately evaluated at the inception of every case.



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About the Construction Group

Time is money. This is never truer than in construction. Pietragallo appreciates the time constraints of construction projects and the owners who pay for them. We understand the complexities of the construction process from conceptual planning, site acquisition and development, design, contract drafting and negotiation, to dispute resolution, risk management, community participation and city processes, insurance coverage, and labor relations. We use our experience to guide your project to its successful completion.

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Where In The World?

Construction Mystery: The caravels, ships used during the early years of the Portuguese Age of Discovery, departed from the northern bank of the Tagus River estuary. These small, highly maneuverable sailing ships, set sail to trade with India and the Orient. They were also in search of new lands. During the Portuguese World Exhibition in 1940, a sculpture was created to honor these early explorers. The first sculpture was not built to last and was demolished after the exposition. It wasn't until 1958, that a permanent monument was undertaken. Enlarging the original model and using cement and rose-tinted stone, the impressive monument was built on its current river-edge location. An impressive 171-foot slab, stands vertically on the bank of the Tagus, with ramps on each side. The design takes the form of the prow of a caravel. Depicted at the head of the monument is Prince Henry the Navigator. He is shown holding a carrack, a three or four-masted ocean-going ship that was the precursor of the galleon. On the side ramps are 33 noted figures from the early days of Portuguese exploration. The sculpted figures include monarchs, that supported the often treacherous voyages; explorers who led the exploration; cartographers, who mapped the journeys, as well as artists, scientists, and missionaries. The figures give the impression of a forward thrust toward the unknown sea. Names geography students are sure to recognize in addition to Prince Henry the Navigator, are Vasco da Gama, who discovered the sea route to India; Ferdinand Magellan, first to circumnavigate the glove; Bartolomeu Dias, first to cross the Cape of Good Hope; and Diogo Cao, first to discover the Congo River.

Question: What is the name of this monument?

Last Issue Answer: Sydney Opera House, Sydney, Australia

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