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COURT OF APPEALS
STATE OF NEW YORK

MANHATTAN TELECOMMUNICATIONS CORPORATION,

Appellant,

-against-

H&A LOCKSMITH, INC.,

Respondent.

No. 118

20 Eagle Street
Albany, New York 12207
May 2, 2013

Before:

CHIEF JUDGE JONATHAN LIPPMAN
ASSOCIATE JUDGE VICTORIA A. GRAFFEO
ASSOCIATE JUDGE SUSAN PHILLIPS READ
ASSOCIATE JUDGE ROBERT S. SMITH
ASSOCIATE JUDGE EUGENE F. PIGOTT, JR.
ASSOCIATE JUDGE JENNY RIVERA

Appearances:

JONATHAN D. BACHRACH, ESQ.
JONATHAN DAVID BACHRACH, ESQ., PC ATTORNEY AT LAW
Attorneys for Appellant
55 Water Street
31st Floor
New York, NY 10041

MARK F. HEINZE, ESQ.
OFEK & HEINZE, LLP
Attorneys for Respondent
130 Madison Street
2nd Floor
New York, NY 10002

Penina Wolicki
Official Court Transcriber

1 CHIEF JUDGE LIPPMAN: 118, Manhattan
2 Telecommunications.

3 MR. BACHRACH: Good afternoon, Your Honors.
4 I'm Jonathan Bachrach. I'm counsel for the plaintiff
5 MetTel, Manhattan Telecommunications Company.

6 CHIEF JUDGE LIPPMAN: Do you want any
7 rebuttal time, counselor?

8 MR. BACHRACH: I would like to reserve
9 three minutes, Your Honor, if I may?

10 CHIEF JUDGE LIPPMAN: Three minutes. Sure,
11 go ahead.

12 MR. BACHRACH: This is a tale of two
13 contracts. Something happened at the Appellate
14 Division that we don't see in the record. We don't
15 know what happened in the Appellate Division.

16 The Appellate Division decided sua sponte
17 to make a ruling that - - - on - - - that - - - on an
18 issue that wasn't raised by the defendant himself.

19 JUDGE SMITH: But if - - - but if the court
20 had no jurisdiction, it doesn't have to be raised,
21 does it?

22 MR. BACHRACH: I'm sorry, Your Honor. I
23 didn't hear you.

24 JUDGE SMITH: If the court - - - if the - -
25 - if the court that entered the default judgment

1 lacked jurisdiction, then doesn't - - - can't that be
2 raised at any time?

3 MR. BACHRACH: Well, Your Honor, it wasn't
4 - - - lack of jurisdiction itself wasn't raised in
5 the lower court at all.

6 JUDGE SMITH: That's what I'm - - -

7 JUDGE READ: Does it have to be?

8 JUDGE SMITH: - - - suggesting.

9 JUDGE READ: Does it have to be?

10 MR. BACHRACH: Yes. As a matter of fact,
11 the record has their answer that they did interpose,
12 and it doesn't allege anything about failure of
13 service.

14 But what's the tale of two contracts? On
15 the first - - - on one hand, the Appellate Division
16 said the contract is insufficiently pleaded to
17 sustain a judgment. The judgment is a nullity. And
18 therefore the defendant did put in another answer.
19 But the second contract, how can a contract be
20 sufficient to support the - - - require the defendant
21 to put in an answer if it's deficient pleading?

22 So the one contract that they ruled
23 wouldn't support a judgment, that's that other
24 contract. But on the other hand, they told the
25 defendant to put in an answer, and there was no

1 motion to dismiss. So we have one contract seemed
2 that the Appellate Division somehow found that was a
3 nullity. We have - - - we have one con - - - one
4 complaint that the Appellate Division somehow found
5 it was inadequate in the pleading. But that same
6 complaint it let stand.

7 It - - - if - - - as long as the Appellate
8 Division was going to go sua sponte, I respectfully
9 submit they could have said you know what, it doesn't
10 state a cause of action; dismiss the complaint. Well
11 - - -

12 JUDGE PIGOTT: I see - - - I see your
13 dilemma. But isn't that what it really boils down
14 to, whether or not there was a contract between this
15 defendant personally or just through his corporation?
16 Then if the allegations in there are not against him
17 personally, then that can be dismissed at any time,
18 right?

19 MR. BACHRACH: Exactly so, Your Honor. And
20 that's why I think the Appellate Division not only
21 erred in granting a grounds that wasn't re - - -
22 wasn't raised below - - -

23 JUDGE SMITH: Are you sure - - - are you
24 sure you want to concede - - -

25 MR. BACHRACH: - - - but - - -

1 JUDGE SMITH: - - - are you sure you want
2 to concede that point? I mean suppose there's
3 something wrong with this complaint. Suppose it's
4 not a perfect complaint, and he waits - - - and he
5 defaults and waits a year and a half to do anything
6 about it. Is it - - - isn't it too late for him to
7 complain?

8 MR. BACHRACH: Well, that's what we were
9 contending, Your Honor. This - - - the defendant
10 cleverly avoided answering the complaint, because he
11 didn't think he had any assets. Now, he's in a
12 better position for having defaulted on the summons
13 and complaint and having defaulted twice on a motion
14 to enter judgment.

15 He didn't - - - he - - - as a matter of
16 fact, he made up his mind himself. If I could cite
17 Your Honors to the record at - - - at page 22 of the
18 record, the defendant says - - - the defendant's
19 lawyer says, the man was faced with a Hobson's
20 choice. His business wasn't going so well. His
21 health wasn't going so well. So he decided not to
22 answer.

23 So as - - - as this learned justice points
24 out, on the previous case, there won't be a
25 defaulting defendant who wasn't so upset by being

1 served, who didn't have so many personal problems
2 that they couldn't - - - somehow they were unable to
3 answer the complaint; they were too shook up, but
4 that's excusable neglect. So I'm res - - - I'm
5 saying the gatekeeper - - - this court is the
6 gatekeeper; there will not be a default judgment
7 where an attorney worth his salt won't come into
8 court and say well, the pleading underlying the
9 default was no good.

10 And so then the plaintiff will have the
11 burden of proof to show that the pleading was - - -
12 fine, I've got the burden of proof now. And it will
13 radically change, in my view, what happens on a
14 default judgment where the people - - -

15 JUDGE READ: You have to satisfy - - -

16 MR. BACHRACH: - - - won't show up. But, I
17 just - - -

18 JUDGE READ: - - - you have to sat - - -

19 MR. BACHRACH: - - - think, Your Honor - -
20 -

21 JUDGE READ: - - - you have to satisfy
22 321(f), right?

23 MR. BACHRACH: Well - - -

24 JUDGE READ: I mean, that's the issue here,
25 whether you satisfied CPLR 321(f) - - - 3215(f). I'm

1 sorry.

2 MR. BACHRACH: Thank you, Your Honor. I
3 believe that we perfectly satisfy it.

4 JUDGE READ: Even with no contract attached
5 to the - - -

6 MR. BACHRACH: Well, see, I don't know if
7 the court wants to make it a requirement in the State
8 of New York that when you serve a complaint, if it
9 relates to a contract - - - maybe a 150 pages, maybe
10 2 pages - - - that you can't serve a contract - - -
11 excuse me, you can't serve a complaint without the
12 contract attached. So but - - -

13 JUDGE READ: Well, maybe you have to, if
14 you want a default judgment. Maybe you have to
15 provide it.

16 MR. BACHRACH: You don't know if it's going
17 to be a default judgment until the other side doesn't
18 show up, a lot of the time.

19 JUDGE GRAFFEO: No, but the statute does
20 use the clause "proof of the facts constituting the
21 claim".

22 MR. BACHRACH: I'm sorry, Judge, could you
23 - - -

24 JUDGE GRAFFEO: I said, 3215(f) does use
25 the clause "proof of the facts constituting the

1 claim".

2 MR. BACHRACH: Exactly - - -

3 JUDGE GRAFFEO: So - - -

4 MR. BACHRACH: - - - Your Honor.

5 JUDGE GRAFFEO: - - - don't you have some
6 obligation?

7 MR. BACHRACH: Yes, we have a complaint
8 verified as to the allegations. And that is what - -
9 -

10 JUDGE SMITH: Where - - - and where does it
11 say in that complaint that this individual was a
12 party to this contract?

13 MR. BACHRACH: Well, we didn't - - - we
14 didn't identify the contract in the complaint. So
15 that's - - - if that's the policy decision the court
16 wants to make, if you serve a complaint that relates
17 to a contract, you got to attach the contract - - -
18 but up till now, that hasn't been the law.

19 JUDGE GRAFFEO: You might not have to
20 attach the contract, but couldn't you have said that
21 he executed a personal guarantee, or he signed in an
22 individual and corporate capacity? I mean, there - -
23 - they do use the word "proof of the facts", so
24 you've got to allege something.

25 MR. BACHRACH: Yes, Your Honor. And just

1 let me say that the 3215(f) was not raised at the
2 trial level. All of this ca - - - this entire brief
3 is new stuff that he came up with now.

4 And if you examine our complaint, it does
5 identify all the needed factors. And that's why they
6 didn't - - - the Appellate Division didn't dismiss
7 the complaint, bec - - - it was a perfectly good
8 complaint.

9 But anyway, so I would like - - - at - - -
10 the problem with this case is that the whole appeal
11 and the defendant's opposition brief here only
12 contains stuff that wasn't in the trial record. It's
13 like a Guinness record. All of a sudden the JHO
14 didn't have authority. Well, where was - - - this
15 counsel was in front of Judge Gammerman, the JHO. He
16 didn't say Judge Gammerman, I don't think - - -

17 JUDGE SMITH: But if - - - but if a judge
18 has no authority at all, if you go to the cop on the
19 corner and say give me a divorce, and your wife - - -
20 and your wife doesn't complain, the divorce still
21 isn't good, right? There's such a thing as a - - -
22 an order rendered without jurisdiction.

23 MR. BACHRACH: I agree with that. But what
24 I'm saying is, there's no reason to believe that
25 Judge Gammerman was not properly referred the case

1 other than my learned counsel's naked allegation. He
2 had years to go into a file and bring out a document.
3 He was in front of Judge Gammerman himself in a
4 related - - - in this case, representing a different
5 - - - representing - - - let me - - - in this case,
6 representing Mr. Vanunu's wife. He stipulated that
7 the court had all the authority in the world. I got
8 the stip - - -

9 CHIEF JUDGE LIPPMAN: Okay counselor.
10 Counselor, you'll have your rebuttal. Let's go - - -

11 MR. BACHRACH: Thank you, Your Honor.

12 CHIEF JUDGE LIPPMAN: - - - and see what
13 your adversary has to say.

14 MR. BACHRACH: Thank you.

15 CHIEF JUDGE LIPPMAN: Thank you.

16 Counselor?

17 MR. HEINZE: Mark Heinze for the
18 respondents.

19 The Appellate - - - that the Appellate
20 Division did not dismiss the complaint has no bearing
21 on either the issue on this appeal or the propriety
22 of its - - -

23 CHIEF JUDGE LIPPMAN: What is the issue on
24 this appeal, counselor?

25 MR. HEINZE: Whether or not the judgment

1 here is a nullity as a consequence of the
2 insufficiency of the judgment application. The court
3 said in Woodson that if the com - - - the court
4 should search - - - the motion court should search
5 the complaint to see if there's a viable cause of
6 action. And we - - -

7 JUDGE READ: What we do - - - we do have to
8 decide before we get there, I guess, is whether or
9 not you have to preserve it, right?

10 MR. HEINZE: Preserve which, Your Honor?
11 We - - -

12 JUDGE READ: Preserve that - - - preserve
13 that argument.

14 MR. HEINZE: Well, I - - -

15 JUDGE READ: That there's a lack of juris -
16 - - but you didn't preserve that argument, I gather?

17 MR. HEINZE: Well, with respect to the
18 sufficiency of the complaint, which I think is what
19 this case turns on, I think - - - which is what the
20 Appellate Division sa - - - you know, said, Mr.
21 Hartman (ph.), who handled the case at the trial
22 level, in his affirmation, said at page 18 of the
23 record, "There's no allegation in the complaint
24 providing any basis to hold Vanunu personally liable
25 for the corporate debts." And on page 19, he says,

1 "There is no basis, and the plaintiff has alleged no
2 basis, to hold Vanunu liable for the obligations of
3 the corporate defendants." I mean, he was - - -

4 JUDGE PIGOTT: Well, I - - -

5 MR. HEINZE: - - - saying - - -

6 JUDGE PIGOTT: - - - I'm searching my mind.
7 But let's assume - - - we're a notice pleading state.
8 All he has to plead is that he owes me money. And -
9 - - and that's enough in our state, you know, to put
10 somebody on notice that they're owed money. And then
11 you go to a bill of particulars.

12 We don't know if there was a guarantee or
13 if there was anything else other than, you know, what
14 was in the complaint. But you defaulted. So - - -
15 so you haven't - - - you haven't alleged that you're
16 not individually responsible. You haven't alleged
17 that there's no jurisdiction. They just went and - -
18 - you know, the Appellate Division jumped both of you
19 and said that because there was no indication that
20 the individual was a party to the contract, that it -
21 - - that it not be dismissed as you - - - you know,
22 you would think that would lead to a dismissal, but
23 it didn't.

24 So there's - - - there's something odd
25 about the decision, don't you agree?

1 MR. HEINZE: Well, no. I don't, Your
2 Honor. Because the underlying motion didn't seek to
3 - - - a dismissal of the complaint. It sought
4 vacatur of the motion. So there was no call - - -

5 JUDGE PIGOTT: What do you mean, "vacatur
6 of the motion"?

7 MR. HEINZE: Vacatur of the underlying
8 judgment.

9 JUDGE PIGOTT: But doesn't - - - I mean,
10 you're not saying - - - he's got a judgment against
11 me individually, that's a lien on my house, and what
12 I want to do is be able to litigate that. You wanted
13 to say we're not responsible, and therefore the
14 complaint ought to be dismissed?

15 MR. HEINZE: Right - - -

16 JUDGE PIGOTT: But you didn't make that
17 argument?

18 MR. HEINZE: The original motion only
19 sought to vacate the judgment. It could have also
20 sought to dismiss the complaint. The Appellate
21 Division sent it back before Mr. Vanunu answered.
22 Plaintiff had a right, as a matter of law, to amend
23 the complaint to fix the problem.

24 In addition, the Appellate division might
25 have been concerned about tolling - - -

1 JUDGE SMITH: What about the - - - what
2 about - - - suppose you're right that the complaint
3 is defective, but you defaulted, and you defaulted
4 and then you waited more than a year to try to open
5 it up. Isn't it too late to say this complaint
6 doesn't state a cause of action?

7 MR. HEINZE: Well, there's a number of
8 possibilities that the motion court has the
9 discretion to entertain. But the judgment, if it - -
10 - the application, if it's not sufficient, renders
11 the judgment defective. What the court could do at
12 that point is one of three things.

13 JUDGE SMITH: Jurisdictionally defective?

14 MR. HEINZE: I'm sorry, Your Honor?

15 JUDGE SMITH: Jurisdictionally defective?

16 MR. HEINZE: With respect to personal
17 jurisdiction? I mean - - -

18 JUDGE SMITH: No, subject matter
19 jurisdiction?

20 MR. HEINZE: With respect to the judgment
21 in and of itself, no, Your Honor. I mean, the
22 underlying subject matter is the contract claim.
23 What we're - - - the rule we're advocating is that
24 the motion court has the authority to undo the
25 judgment if it - - - if it deems it appropriate. The

1 court could look at the moving papers and say, you
2 know, you're underlying - - -

3 JUDGE SMITH: Well, okay. If they - - - if
4 they deem it ap - - - but who deemed it appropriate
5 here? I mean the - - - if I - - - Justice Gammerman
6 denied your motion, right?

7 MR. HEINZE: That's correct.

8 JUDGE SMITH: And then the Appellate
9 Division didn't say we deem it appropriate. They say
10 it's a nullity.

11 MR. HEINZE: Well - - -

12 JUDGE SMITH: Isn't that different?

13 MR. HEINZE: - - - what - - - they say that
14 the judgment is a nullity because the application is
15 insufficient as a matter of law, that is, it didn't
16 comply with the statute under 3215(f). The court
17 could have and said in Giordano, for example, just
18 send it back and make the plaintiff reapply. I can
19 even envision a situation where if you had a missing
20 document, but it turned out in the opposition papers
21 that had the document - - -

22 JUDGE SMITH: Well, they could have done a
23 lot of things. But are you saying that what they did
24 was right or wrong?

25 MR. HEINZE: What they did was - - - what

1 they did was right. What they did was nullify the
2 judgment because of the insufficiency of the
3 application. Let's say they send it back and I
4 default again, I don't file an answer at that stage.
5 Then - - - then plaintiff can make an application to
6 - - - a proper application, hopefully for him, this
7 time, for another default judgment. So it doesn't -
8 - -

9 JUDGE PIGOTT: What happens then?

10 MR. HEINZE: - - - do anything - - - we
11 filed an answer.

12 JUDGE PIGOTT: No, no. What happens if he
13 does exactly what you just said, he files another
14 one?

15 MR. HEINZE: Well, he may have the same
16 problem. I may have - - -

17 JUDGE PIGOTT: Exactly. I mean, one of the
18 alternatives they could have done is left the - - -
19 left the judgment as security and sent it back, you
20 know, to determine whether or not you are
21 individually liable or not, which would have
22 protected his judgment and let you, if you wanted to
23 argue that you're not individually liable, argue it.

24 But for some reason here, they just threw
25 it out. And it seems like they're throwing it out

1 because they don't believe he has a cause of action
2 against you individually.

3 MR. HEINZE: That's right. And the
4 decision - - - they cross-moved, in fact, to hold the
5 judgment as security. And what we're saying is that
6 the decision to not impose conditions is addressed to
7 the court's discretion. But it doesn't speak
8 directly to the sufficiency or lack of sufficiency of
9 the - - - of the application. So this court could
10 look at it, and whether or not it agrees with the
11 Appellate Division's decision not to impose any
12 conditions, make me pay attorneys' fees, hold the
13 judgment as security, et cetera, does not affect one
14 way or the other, the propriety of the underlying
15 decision that the 3215(f) application was not
16 sufficient, so it's a do-over.

17 Same - - - same with not dismissing the
18 complaint. I mean, we urge that the Appellate
19 Division might have had the authority to dismiss the
20 complaint, to say this was so deficient that - - -
21 that plaintiff can't - - -

22 JUDGE PIGOTT: Well, the reasoning was,
23 they said the - - - that it does not allege that the
24 appellant was a party to the contract individually.
25 And that would seem to lead - - - your opponent keeps

1 saying a tale of two contracts - - - to the
2 conclusion that your client is not individually a
3 party to the contract, and therefore, it should have
4 been dismissed.

5 MR. HEINZE: But no parties sought that.
6 In other words, if I - - - for example, if in the
7 original motion we had sought to open the judgment
8 and to dismiss the complaint, and then the Appellate
9 Division did that, and we may well have a cross-
10 appeal here - - -

11 JUDGE PIGOTT: But Mr. Bachrach's point is
12 that nobody made the argument that the Appellate
13 Division decided. So if they could have gone that
14 far, why couldn't they have just gone and said since
15 they weren't named individually, there's no judgment,
16 and the complaint is dismissed?

17 MR. HEINZE: They - - - I urge that they
18 could have done it. But the fact that they didn't do
19 it doesn't make the decision improper or logically
20 inconsistent. Again, they could amend the - - - they
21 could seek to amend the complaint, which would relate
22 back to the original proceeding. I mean, there was
23 just no - - - there was no - - - we didn't ask in the
24 Appellate Division, in fact, if my memory serves
25 correctly, we urged that we were prepared to ans - -

1 - and the underlying motion did also - - - we urged
2 that we wanted to answer and litigate the action on
3 the merits.

4 I mean, if that's the ultimate
5 consideration here, then the Appellate Division may
6 have said let them fight it out down in the trial
7 court. But all we're going to do is set the parties
8 back to where - - - to the beginning, because of the
9 - - - the problems we've raised, the prematurity and
10 JHO Gammerman, et cetera.

11 I don't think that the conditions problem
12 is really what's driving it. What is really driving
13 this case is the insufficiency of the complaint and
14 the failure to include the contract - - -

15 JUDGE PIGOTT: Well, no - - -

16 MR. HEINZE: - - - in the application.

17 JUDGE PIGOTT: - - - it was sufficient - -
18 - you don't have to include a contract. I don't
19 think anybody's going to suggest that we've got to
20 start attaching documents to our complaints. But no
21 one is saying it's not - - - it's not fine as to the
22 corporations, right?

23 MR. HEINZE: Correct, and - - - that's
24 right.

25 JUDGE PIGOTT: So within the four corners,

1 there must have been cause of action that these
2 corporations defaulted on. So that was pretty clear.
3 The only thing that seems to be hanging up the
4 Appellate Division was the fact that there was no
5 allegation that you - - - your client was - - - was
6 liable personally.

7 MR. HEINZE: Correct.

8 JUDGE PIGOTT: Which I would have thought
9 would have led to a dismissal, but it didn't. It led
10 - - - and I don't know if there's a difference
11 between vacating a judgment and rendering it a
12 nullity, but they rendered it a nullity.

13 So you're saying now you go back and you
14 can say - - - you can argue whether or not you're
15 personally responsible?

16 MR. HEINZE: That's correct. I mean, the -
17 - - it's two sides of the same coin, perhaps. But
18 the judgment's a nullity as a result of the
19 insufficiency of the judgment application. I mean,
20 on a different complaint, with the - - - and I'm not
21 urging a rule that insists that the contract be
22 attached to the complaint, certainly. But when you
23 rely on a verified complaint here, and you're urging
24 that there's an agreement, then that seems to be a
25 fact that has to be proven for the court to grant a

1 judgment.

2 Certainly, as I urged before, a court
3 entertaining a motion attacking the judgment may look
4 at the opposition papers and say, you know, this
5 really is form over substance, and now I see that
6 there's nothing - - - there's no meaningful
7 objection, it's just a hyper technical objection to
8 the judgment, so I'll, in effect, sanitize or ratify
9 the judgment. The court could, as the First
10 Department had done in Giordano, send it back to say
11 all we're going to do for you, Mr. Defendant, is to
12 let the plaintiff reapply, and maybe at that point
13 you can ask for an inquest or - - -

14 JUDGE PIGOTT: That - - - that generally
15 has to be done within a year, right, if you're going
16 to attack a judgment on those grounds?

17 MR. HEINZE: Correct.

18 JUDGE PIGOTT: And that - - - I guess, was
19 that one of Judge Gammerman's points was that you
20 didn't move within a year.

21 MR. HEINZE: That had elapsed.

22 JUDGE SMITH: Was - - - was the - - - was
23 the judgment ever served with notice of entry?

24 MR. HEINZE: No. I mean, there's nothing
25 in the record about that - - -

1 Ariq - - -presumably Ariq Vanunu. And what's
2 interesting about his signature here, is that he puts
3 in two different names for companies. He puts in A&A
4 Lock - A&A Millennium Lock. There is no corporation
5 of that name. And it's interesting later to notice
6 in the reply brief that they don't allege that Ariq
7 Vanunu was an officer of the corporation H&A. He
8 never was an officer of the corporation H&A
9 Locksmith, Inc., because that corporation was never
10 organized.

11 Okay. But I would like to dispel a few
12 more of the misconceptions here. The judge - - - the
13 JHO, he had the complaint. He had the contract. He
14 had the May 15th - - - this is something that they
15 leave out of their briefs with this new issue. They
16 don't mention this down below, the premature motion.
17 Judge Gammerman said I'm not giving a default unless
18 you assure me the people know about this motion.
19 Send it by Federal Express.

20 So what can I do? I wrote a letter. I
21 wrote, Dear Mr. Vanunu - - - Dear Friend, I think I
22 said - - - this motion's going to come on in front of
23 Judge Gammerman, and you might be subject to a
24 judgment of 149,000 dollars. They don't deny getting
25 that. They don't mention it. Okay?

1 So the court will see that there's perfect
2 - - - this guy was gaming the system. The same way
3 he didn't put down his full name on the contract and
4 didn't put down a full entity, if I would sue him as
5 the president, he'd say no, that says "Millennium" on
6 it, it doesn't say H&A. And so I hope very much that
7 the court will not reward a person who deliberately
8 avoided appearing in court.

9 And just the last thing I wanted to say. I
10 didn't beat it to death, but I think I make it clear
11 in my papers that this excusable neglect by virtue of
12 some kind of medical stuff, that's just malarkey.
13 There's no medical records. There's some Blue Cross
14 records and a letter from a psychiatrist saying you
15 visited me once. There's nothing in the record that
16 connects any illness, real or imagined, to any visit
17 to any doctor. Now, counsel has told us he had
18 hypertension when he got the summons and the
19 complaint. He was upset and he had hypertension.

20 CHIEF JUDGE LIPPMAN: Okay, counselor.
21 Thank you.

22 MR. BACHRACH: Thank you.

23 CHIEF JUDGE LIPPMAN: Thank you both.

24 (Court is adjourned)

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C E R T I F I C A T I O N

I, Penina Wolicki, certify that the foregoing transcript of proceedings in the Court of Appeals of Manhattan Telecommunications Corporation v. H&A Locksmith, Inc., No. 118 was prepared using the required transcription equipment and is a true and accurate record of the proceedings.

Penina Wolicki

Signature: _____

Agency Name: eScribers

Address of Agency: 700 West 192nd Street
Suite # 607
New York, NY 10040

Date: May 10, 2013