Supreme Court of the State of New York
Appellate Division: Second Judicial Department

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T/htr

_____AD3d_____ Submitted - September 6, 2023

ANGELA G. IANNACCI, J.P.
ROBERT J. MILLER
JOSEPH J. MALTESE
WILLIAM G. FORD, JJ.

2022-01523 DECISION & ORDER

Arkady Abraham, et al., respondents,
v Hezi Torati, et al., appellants.

(Index No. 714784/16)

Levkovich and Associates, P.C. (Alexander Levkovich and Mischel & Horn, P.C., New York, NY [Scott T. Horn], of counsel), for appellants.

Jonathan E. Neuman, Fresh Meadows, NY, for respondents.

In an action, inter alia, to recover damages for fraud, the defendants appeal from a judgment of the Supreme Court, Queens County (Joseph J. Risi, J.), entered February 23, 2022. The judgment, upon (1) an order of the same court (Timothy J. Dufficy, J.) entered September 24, 2018, inter alia, (a) denying the defendants' motion pursuant to CPLR 3211(a)(7) to dismiss the amended complaint insofar as asserted against the defendants NSS Financial Services, LLC, and Skygate 10, LLC, and to dismiss the second, third, and fourth causes of action insofar as asserted against the defendant Hezi Torati, and (b) conditionally granting the plaintiffs' cross-motion pursuant to CPLR 3126 to the extent of precluding the defendants from offering any evidence at trial on the issue of liability, unless the defendants appeared for depositions and complied with all outstanding discovery demands within 60 days of the date of the order, (2) an order of the same court entered March 15, 2019, inter alia, granting the plaintiffs' cross-motion for summary judgment on the issue of liability, (3) an order of the same court entered April 11, 2019, inter alia, denying the defendants' motion to vacate the note of issue, (4) an order of the same court entered January 8, 2020, denying the defendants' motion pursuant to CPLR 5015(a) to vacate an order of the same court (Jeremy S. Weinstein, J.) entered June 28, 2019, striking the defendants' answer upon their default in appearing at a trial conference, and directing an inquest on the issue of damages, and (5) a decision dated February 16, 2022, made after the inquest on the issue of damages, is in favor of the plaintiffs and against the defendants in the total sum of $1,193,415.54.

ORDERED that the judgment is modified, on the law, (1) by deleting the provision thereof which is, in effect, in favor of the plaintiffs and against the defendants on the second, third, and fourth causes of action in the amended complaint, and substituting therefor a provision dismissing those causes of action, and (2) by deleting the provisions thereof awarding the plaintiffs treble damages in the amount of $719,283.36 and counsel fees in the amount of $168,350; as so modified, the judgment is affirmed, without costs or disbursements, those branches of the defendants' motion which were pursuant to CPLR 3211(a)(7) to dismiss the second, third, and fourth causes of action in the amended complaint are granted, those branches of the plaintiffs' cross-motion which were for summary judgment on the issue of liability on the second, third, and fourth causes of action in the amended complaint are denied, and the orders entered September 24, 2018, and March 15, 2019, are modified accordingly.

The plaintiffs allege in the amended complaint in this action that in June 2009, Wells Fargo Bank commenced a foreclosure action against them. In September 2011, the plaintiffs were referred to the defendant NSS Financial Services, LLC (hereinafter NSS), to assist them in obtaining a loan modification/refinance in order to avoid foreclosure. The plaintiffs allege that NSS charged them a "flat fee" of $15,000. After Wells Fargo Bank discontinued its action in January 2013, Bank of America, the purported holder of the mortgage, commenced a new foreclosure action against the plaintiffs in March 2013. The plaintiffs allege that, at this point, NSS charged them additional fees, which the plaintiff Arkady Abraham (hereinafter Abraham) paid by giving NSS's principal, the defendant Hezi Torati, a Rolex watch worth at least $12,500.

The plaintiffs allege that, on or about May 19, 2015, Torati called Abraham and told him that in order to stop the foreclosure proceedings until NSS could obtain a refinancing agreement, Torati's business partner, Abe Moscovitz, could purchase the note and mortgage from Bank of America for $810,000, as long as the plaintiffs agreed to pay a down payment in the sum of $23,400, and another $110,000 at closing, plus $6,200 in monthly interest payments to Moscovitz until refinancing could be obtained. Upon obtaining refinancing, the plaintiffs would be obligated to pay Torati 12% of the difference between the outstanding principal balance and the $810,000 note and mortgage purchase price. The plaintiffs allege that, pursuant to Torati's instructions, they wired the requested sums to the defendant Skygate 10, LLC (hereinafter Skygate). They continued to wire the monthly interest payments to Skygate through March 2016. The plaintiffs allege that Torati continued to request additional up-front fees in connection with the loan modification/refinancing, and that they wired these additional fees to Skygate.

The plaintiffs allege that, after Torati failed for months to provide documentation showing that they had made the requested payments, Abraham obtained, on his own, approval for refinancing from Citizen's Bank. The plaintiffs allege that the documentation provided by Torati to assist in the Citizen's Bank refinancing indicated that Moscovitz had never purchased the note and mortgage, and Citizen's Bank withdrew its refinancing approval.

Thereafter, the plaintiffs commenced this action to recover damages for (1) fraud (first cause of action), (2) violation of General Business Law § 349 (second cause of action), (3) violation of the Racketeer Influenced and Corrupt Organizations Act (18 USC § 1961 *et seq.*) (third cause of action), and conversion (fourth cause of action). The complaint originally was asserted

against Torati and NSS only. Those defendants interposed an answer, which included certain affirmative defenses and counterclaims. The plaintiffs later served an amended complaint, with leave of court, adding Skygate as a defendant.

Thereafter, the defendants moved pursuant to CPLR 3211(a)(7) to dismiss the amended complaint insofar as asserted against NSS and Skygate, and to dismiss the second, third, and fourth causes of action in the amended complaint insofar as asserted against Torati. The plaintiffs cross-moved, inter alia, pursuant to CPLR 3126 to preclude the defendants from opposing the plaintiffs' claims or supporting the defendants' counterclaims because of the defendants' willful failure to comply with discovery. By order entered September 24, 2018 (hereinafter the first order), the Supreme Court, among other things, denied the defendants' motion to dismiss, and granted the plaintiffs' cross-motion to the extent of precluding the defendants from offering any evidence at trial on the issue of liability unless the defendants appeared for depositions and complied with all outstanding discovery demands within 60 days. It is undisputed that the defendants failed to appear for depositions and to comply with the outstanding discovery demands such that, by operation of the self-executing first order, the defendants were precluded from offering any evidence at trial on the issue of liability.

In December 2018, the plaintiffs made a cross-motion for summary judgment on the issue of liability, based, in part, on the effect of the self-executing first order. By order entered March 15, 2019, the Supreme Court, inter alia, granted the plaintiffs' cross-motion for summary judgment on the issue of liability. The defendants thereafter moved to vacate the note of issue. By order entered April 11, 2019, the court, among other things, denied that motion.

By order entered June 18, 2019, the Supreme Court struck the defendants' answer and set the matter down for an inquest on the issue of damages because the defendants' counsel failed to appear at a scheduled trial conference. On July 31, 2019, the defendants moved pursuant to CPLR 5015(a) to vacate the June 18, 2019 order. By order entered January 8, 2020, the court denied the motion.

Following an inquest on the issue of damages, a judgment was entered in favor of the plaintiffs and against the defendants in the total sum of $1,193,415.54. The defendants appeal, challenging the judgment and several of the underlying orders.

In the first order, the Supreme Court denied the defendants' motion pursuant to CPLR 3211(a)(7) without reaching the merits, on the ground that there was another similar action pending in New York County. Under the circumstances, including the fact that this action was commenced prior to the action in New York County, we agree with the defendants that the court should have reached the merits of their CPLR 3211(a)(7) motion (*cf. Matter of Pryce v Pryce*, 160 AD3d 965; *Scottsdale Ins. Co. v Indemnity Ins. Corp. RRG*, 110 AD3d 783).

On a motion to dismiss pursuant to CPLR 3211(a)(7) for failure to state a cause of action, "the pleading is to be afforded a liberal construction" (*Leon v Martinez*, 84 NY2d 83, 87, citing CPLR 3026). The facts alleged in the complaint must be accepted as true, and the plaintiff is entitled to receive the benefit "of every possible favorable inference" (*Leon v Martinez*, 84 NY2d

at 87). However, "allegations consisting of bare legal conclusions as well as factual claims flatly contradicted by documentary evidence are not entitled to any such consideration, nor to that arguendo advantage" (*Maas v Cornell Univ.*, 94 NY2d 87, 91 [internal quotation marks omitted]). "Dismissal of the complaint is warranted if the plaintiff fails to assert facts in support of an element of the claim, or if the factual allegations and inferences to be drawn from them do not allow for an enforceable right of recovery" (*Connaughton v Chipotle Mexican Grill, Inc.*, 29 NY3d 137, 142; *see Wedgewood Care Ctr., Inc. v Kravitz*, 198 AD3d 124, 130).

The first cause of action in the amended complaint alleged fraud. "The elements of a cause of action sounding in fraud are a material misrepresentation of an existing fact, made with knowledge of the falsity, an intent to induce reliance thereon, justifiable reliance upon the misrepresentation, and damages" (*Introna v Huntington Learning Ctrs., Inc.*, 78 AD3d 896, 898; *see Eurycleia Partners, LP v Seward & Kissel, LLP*, 12 NY3d 553, 559). Where a cause of action is based on a misrepresentation or fraud, "the circumstances constituting the wrong shall be stated in detail" (CPLR 3016[b]; *see Mandarin Trading Ltd. v Wildenstein*, 16 NY3d 173, 178). The purpose of this pleading requirement "is to inform a defendant of the complained-of incidents" (*Eurycleia Partners, LP v Seward & Kissel, LLP*, 12 NY3d at 559). However, it has been recognized that, in certain circumstances, it may be "almost impossible to state in detail the circumstances constituting a fraud where those circumstances are peculiarly within the knowledge of [an adverse] party" (*Jered Contr. Corp. v New York City Tr. Auth.*, 22 NY2d 187, 194; *see Pludeman v Northern Leasing Sys., Inc.*, 10 NY3d 486, 491-492). "Under such circumstances, the heightened pleading requirements of CPLR 3016(b) may be met when the material facts alleged in the complaint, in light of the surrounding circumstances, 'are sufficient to permit a reasonable inference of the alleged conduct' including the adverse party's knowledge of, or participation in, the fraudulent scheme" (*High Tides, LLC v DeMichele*, 88 AD3d 954, 957, quoting *Pludeman v Northern Leasing Sys., Inc.*, 10 NY3d at 492; *see Eurycleia Partners, LP v Seward & Kissel, LLP*, 12 NY3d at 559; *Polonetsky v Better Homes Depot*, 97 NY2d 46, 55).

Here, the defendants did not contend that the amended complaint was insufficient to state a fraud cause of action against Torati. Contrary to the defendants' contention, however, the amended complaint was sufficient to state a fraud cause of action against the corporate defendants, NSS and Skygate. In this regard, the amended complaint contained sufficient allegations of fact from which it could be inferred that the corporate defendants were aware of, and participated in, the fraudulent scheme allegedly orchestrated by Torati (*see House of Spices [India], Inc. v SMJ Servs., Inc.*, 103 AD3d 848, 850-851). Accordingly, those branches of the defendants' motion which were pursuant to CPLR 3211(a)(7) to dismiss the first cause of action, which alleged fraud, insofar as asserted against NSS and Skygate were properly denied.

The second cause of action alleged violation of General Business Law § 349. To establish a cause of action under General Business Law § 349, a plaintiff must allege that: (1) the defendant's conduct was consumer-oriented; (2) the defendant's act or practice was deceptive or misleading in a material way; and (3) the plaintiff suffered an injury as a result of the deception (*see id.* § 349[h]; *Himmelstein, McConnell, Gribben, Donoghue & Joseph, LLP v Matthew Bender & Co., Inc.*, 37 NY3d 169, 176). Accordingly, "parties claiming the benefit of [General Business Law § 349(h)] must, at the threshold, charge conduct that is consumer oriented" (*New York Univ. v*

Continental Ins. Co., 87 NY2d 308, 320; *see Singh v City of New York*, ____ NY3d ____, _____, 2023 NY Slip Op 02141, *3). "Private contract disputes, unique to the parties . . . [do] not fall within the ambit of the statute" (*Oswego Laborers' Local 214 Pension Fund v Marine Midland Bank*, 85 NY2d 20, 25; *see New York Univ. v Continental Ins. Co.*, 87 NY2d at 320). The "'single shot transaction'" (*Genesco Entertainment, Div. of Lymutt Indus., Inc. v Koch*, 593 F Supp 743, 752 [SD NY]), which is "tailored to meet the purchaser's wishes and requirements" (*New York Univ. v Continental Ins. Co.*, 87 NY2d at 321), "does not, without more, constitute consumer-oriented conduct for the purposes of this statute" (*North State Autobahn, Inc. v Progressive Ins. Group Co.*, 102 AD3d 5, 12; *see Biancone v Bossi*, 24 AD3d 582, 583; *Teller v Bill Hayes, Ltd.*, 213 AD2d 141, 145; *United Knitwear Co. v North Sea Ins. Co.*, 203 AD2d 358, 359).

Here, the amended complaint failed to sufficiently allege consumer-oriented conduct. The amended complaint did not allege that the defendants offered their services to the general consuming public, or that the defendants' acts and practices "[were] of a recurring nature and harmful to the public at large" (*United Knitwear Co. v North Sea Ins. Co.*, 203 AD2d at 359). Rather, the amended complaint, even liberally construed, merely alleged "a private . . . dispute unique to the parties" (*Silver v CitiMortgage, Inc.*, 162 AD3d 812, 814). In all, the amended complaint failed to adequately allege that the defendants engaged in acts or practices that would "have a broad impact on consumers at large" (*New York Univ. v Continental Ins. Co.*, 87 NY2d at 320; *cf. North State Autobahn, Inc. v Progressive Ins. Group Co.*, 102 AD3d at 12-13). Accordingly, the Supreme Court should have granted that branch of the defendants' motion which was pursuant to CPLR 3211(a)(7) to dismiss the second cause of action, which alleged violation of General Business Law § 349, insofar as asserted against all of the defendants.

The amended complaint also failed to state a cause of action to recover damages for violation of the Racketeer Influenced and Corrupt Organizations Act (*see* 18 USC § 1961 *et seq*. [hereinafter the RICO statute]). The third cause of action did not identify which particular subdivision of the RICO statute was relied upon by the plaintiffs. However, all four subdivisions require an allegation of a pattern of racketeering activity or collection of an unlawful debt (*see* 18 USC § 1962[a]-[d]). "In order to establish such a 'pattern of racketeering activity,' it must be shown that defendants committed at least two predicate racketeering acts within a 10-year period" (*East 32nd St. Assoc. v Jones Lang Wootton USA*, 191 AD2d 68, 72, quoting 18 USC § 1961[5]). "Such acts are defined in 18 USC § 1961(1)" (*East 32nd St. Assoc. v Jones Lang Wootton USA*, 191 AD2d at 72).

Here, accepting the facts alleged in the amended complaint as true, and granting the plaintiffs the benefit of every possible favorable inference, the allegations in support of the third cause of action were insufficient to state a cause of action for violation of the RICO statute (*see Grafstein v Schwartz*, 78 AD3d 772, 773; *East 32nd St. Assoc. v Jones Lang Wootton USA*, 191 AD2d at 74-75). Accordingly, the Supreme Court should have granted that branch of the defendants' motion which was pursuant to CPLR 3211(a)(7) to dismiss the third cause of action, which alleged violation of the RICO statute, insofar as asserted against all of the defendants.

Finally, the fourth cause of action in the amended complaint alleged conversion. "A conversion takes place when someone, intentionally and without authority, assumes or exercises

control over personal property belonging to someone else, interfering with that person's right of possession" (*Colavito v New York Organ Donor Network, Inc.*, 8 NY3d 43, 49-50). "Money, if specifically identifiable, may be the subject of a conversion action" (*Peters Griffin Woodward, Inc. v WCSC, Inc.*, 88 AD2d 883, 883; *see RD Legal Funding Partners, LP v Worby Groner Edelman & Napoli Bern, LLP*, 195 AD3d 968). "A cause of action alleging conversion should be dismissed when the plaintiff does not allege 'legal ownership or an immediate right of possession to specifically identifiable funds and that the defendant exercised an unauthorized dominion over such funds to the exclusion of the plaintiffs rights'" (*CSIGroup, LLP v Harper*, 153 AD3d 1314, 1320, quoting *Whitman Realty Group, Inc. v Galano*, 41 AD3d 590, 592).

Here, the fourth cause of action did not allege the conversion of any personal property, but rather, alleged that the defendants converted the plaintiffs' "money." Accepting the facts alleged in the amended complaint as true, and granting the plaintiffs the benefit of every possible favorable inference, the allegations in support of the fourth cause of action were insufficient to state a cause of action to recover damages for conversion (*see Scifo v Taibi*, 198 AD3d 704, 706; *Barker v Amorini*, 121 AD3d 823, 825; *Daub v Future Tech Enter., Inc.*, 65 AD3d 1004, 1006). Accordingly, the Supreme Court should have granted that branch of the defendants' motion which was pursuant to CPLR 3211(a)(7) to dismiss the fourth cause of action, which alleged conversion, insofar as asserted against all of the defendants.

Turning to the order entered March 15, 2019, since the second, third, and fourth causes of action failed to state a cause of action, the Supreme Court erred to the extent that it granted those branches of the plaintiffs' motion which were for summary judgment on the issue of liability on those causes of action.

However, the Supreme Court properly granted that branch of the plaintiffs' motion which was for summary judgment on the issue of liability on the first cause of action, which alleged fraud. The defendants are correct that the preclusion order at issue here did not automatically compel judgment on the first cause of action (*see generally Northway Eng'g v Felix Indus.*, 77 NY2d 332, 336-337), as it did not relieve the plaintiffs of their obligation to establish a prima facie case in the first instance (*see Klein v Gutman*, 121 AD3d 859, 863; *Mendoza v Highpoint Assoc., IX, LLC*, 83 AD3d 1, 6). However, the plaintiffs' submissions in support of their motion for summary judgment, which included an affidavit from Abraham, established, prima facie, their entitlement to judgment as a matter of law on the issue of liability on the first cause of action (*see generally Southard v Harris*, 191 AD3d 1208, 1210-1211; *Romain v City of New York*, 177 AD3d 590, 591). In opposition, the defendants failed to raise a triable issue of fact (*see generally Signature Fin. LLC v Garber*, 200 AD3d 439).

Under the circumstances, the Supreme Court providently exercised its discretion in denying the defendants' motion to vacate the note of issue (*see generally Audiovox Corp. v Benyamini*, 265 AD2d 135; *cf. Fernandez v Bridges*, 35 AD3d 240, 241).

Turning to the defendants' default in failing to appear at the trial conference, in order to vacate that default, the defendants were required to demonstrate a reasonable excuse for the default and a potentially meritorious defense to the action (*see Prudence v White*, 144 AD3d 655).

"The determination of what constitutes a reasonable excuse lies within the sound discretion of the Supreme Court, and in exercising that discretion, the court may accept law office failure as an excuse (*see* CPLR 2005) where the claim of law office failure is supported by a detailed and credible explanation of the default or defaults at issue" (*210 E. 60 St., LLC v Rahman*, 178 AD3d 888, 889 [internal quotation marks omitted]).

Here, the defendants' counsel proffered a detailed explanation for his failure to appear at the trial conference, which constituted excusable law office failure. Further, for reasons set forth above, the second, third, and fourth causes of action in the amended complaint failed to state a cause of action. Accordingly, the defendants had a potentially meritorious defense to those causes of action (*see* CPLR 3211[a][7]). Under the circumstances, including the promptness of the defendants' motion to vacate their default (*cf. Prudence v White*, 144 AD3d 655), the Supreme Court should have granted that branch of the defendants' motion which was pursuant to CPLR 5015(a) to vacate so much of the June 18, 2019 order as directed an inquest on the issue of damages with respect to the second, third, and fourth causes of action asserted in the amended complaint.

However, the defendants failed to demonstrate a potentially meritorious defense with respect to the first cause of action, which alleged fraud, particularly since they were precluded from offering any evidence on the issue of liability. Accordingly, under the circumstances, the Supreme Court properly denied that branch of the defendants' motion which was pursuant to CPLR 5015(a) to vacate so much of the June 18, 2019 order as directed an inquest on the issue of damages with respect to the first cause of action asserted in the amended complaint.

The defendants also contend that the Supreme Court lacked personal jurisdiction as to Skygate. However, Skygate waived any objection based on lack of personal jurisdiction by failing to raise such objection in a responsive pleading or motion to dismiss pursuant to CPLR 3211 and by participating in the litigation of the action (*see id.* § 3211[e]; *Casey v Casey*, 39 AD3d 579, 580; *Matter of Government Empls. Ins. Co. v Shlomy*, 305 AD2d 504, 506-507). Notwithstanding that a defendant fails to make a formal appearance, they may nonetheless be said to have acquiesced to the court's jurisdiction and participated in the action via an informal appearance (*see Gross v BFH Co.*, 151 AD2d 452, 452-453; *Rubino v City of New York*, 145 AD2d 285, 287-288). Here, the defendants' counsel filed numerous motions listing himself as the attorney for all named defendants, including Skygate, and similarly represented Skygate at the inquest on the issue of damages. In any event, even if Skygate had not waived this contention, there is no merit to it. The defendants argue that the court lacked jurisdiction as to Skygate because the plaintiffs did not serve Skygate with a copy of their motion for leave to file an amended complaint. However, as a general matter, "a plaintiff seeking to add a defendant in most cases must first apply for, and then await, judicial permission" (*Perez v Paramount Communications, Inc.*, 92 NY2d 749, 754). More important, a court may entertain a motion for leave to amend a complaint to add a new party, "even though the proposed additional defendant had not been served with" a copy of the motion (*Levykh v Laura*, 274 AD2d 418, 418, citing, inter alia, 3 Weinstein, Korn & Miller, New York Civil Practice: CPLR 1003.07; Siegel, New York Practice § 138, at 208 [2d ed]; *see Jeffer v Jeffer*, 28 Misc 3d 1238[A], 2010 NY Slip Op 51631[U] [Sup Ct, Kings County]).

Additionally, the defendants contend that their counterclaims remained viable after

their answer was stricken and should have been determined before any damages award. However, the defendants waived this contention. At the inquest, the defendant failed to make this argument or offer any testimony or other proof, including proof that might be relevant to their purported counterclaims, despite having an opportunity to do so (*see Dixon v Globe Realty of N.Y., Inc.*, 13 Misc 3d 1202[A], 2006 NY Slip Op 51637[U] [Sup Ct, Kings County]). In any event, even if this contention had not been waived, it lacks merit. The defendants' answer was stricken in its entirety and nothing in the record suggests that the counterclaims survived. Further, as noted, the defendants provided no evidence to support their purported counterclaims. Moreover, the defendants' purported counterclaim to recover damages for unjust enrichment was duplicative of their claim for anticipatory breach based on the parties' agreements (*see Pierce Coach Line, Inc. v Port Wash. Union Free Sch. Dist.*, 213 AD3d 959, 961; *Cornhusker Farms v Hunts Point Coop. Mkt.*, 2 AD3d 201, 206).

Finally, we turn to the proper measure of damages in this case. Based in part on our determination that the second and third causes of action should have been dismissed, it was error to award counsel fees and treble damages.

With respect to counsel fees, the general rule in New York (i.e., the American Rule) is that counsel fees are merely an incident of litigation and not recoverable absent a specific contractual provision or statutory authority (*see Saul v Cahan*, 153 AD3d 951, 952; *Chicago Tit. Ins. Co. v LaPierre*, 140 AD3d 821, 822). Here, no party points to an agreement providing for an award of counsel fees. The plaintiffs based their claim for an award of counsel fees on statutes underlying the second cause of action, alleging violation of General Business Law § 349, and the third cause of action, which alleged violation of the RICO statute. As the Supreme Court should have granted those branches of the defendants' motion which were to dismiss those causes of action, there is no statutory basis to award counsel fees. The plaintiffs have not argued that this Court should apply an exception to the general rule and this record does not warrant any such exception (*see generally Matter of John T.*, 42 AD3d 459, 463; *Omanoff v United Pickle Co.*, 63 AD2d 892, 892-893).

Similarly, the plaintiffs based their claim for treble damages on statutes underlying the second and third causes of action. As the Supreme Court should have granted those branches of the defendants' motion which were to dismiss those causes of action, there is no statutory basis to award treble damages. Further, the plaintiffs have not shown any common-law basis for an award of treble damages or punitive damages (*see generally Walker v Sheldon*, 10 NY2d 401, 405).

The defendants' remaining contentions are without merit.

IANNACCI, J.P., MILLER, MALTESE and FORD, JJ., concur.

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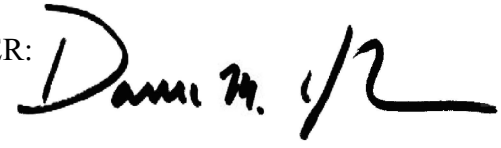

Darrell M. Joseph
Acting Clerk of the Court