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SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

PRESENT: Hon. MICHAEL D. STALLMAN PART 7
Justice

Index Number : 603679/2007
JADE REALTY
VS.
CITIGROUP COMMERCIAL
SEQUENCE NUMBER : 001
SUMMARY JUDGMENT

INDEX NO. 603679/07
MOTION DATE 8/5/09
MOTION SEQ. NO. 001
MOTION CAL. NO. 55

The following papers, numbered 1 to 6 were read on this motion for summary judgment; and cross motion for summary judgment

	PAPERS NUMBERED
Notice of Motion— Affirmation — Exhibits A-R	1-2
Notice of Cross Motion—Affidavit — Affirmation— Exhibits 1-18	3-5
Reply– Exhibit A	6

Cross-Motion: X Yes ☐ No

Upon the foregoing papers, it is ordered that defendants' motion and plaintiff's cross motion for summary judgment are decided in accordance with the annexed memorandum decision and order.

FILED
DEC 16 2009
COUNTY CLERK'S OFFICE
NEW YORK

MICHAEL D. STALLMAN
J.S.C.

Dated: 12/15/09
New York, New York

J.S.C.

Check one: X FINAL DISPOSITION ☐ NON-FINAL DISPOSITION
Check if appropriate: ☐ DO NOT POST ☐ REFERENCE

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE FOR THE FOLLOWING REASON(S):

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK; PART 7

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JADE REALTY LLC,

Plaintiff,

-against-

Index No.: 603679/07

CITIGROUP COMMERCIAL MORTGAGE TRUST 2005-EMG; LASALLE BANK NATIONAL ASSOCIATION, as Trustee for the Registered Holders of Citigroup Commercial Mortgage Trust 2005-EMG, Commercial Mortgage Pass-Through Certificates 2005-EMG; and CAPMARK FINANCE, INC.

Decision and Order

Defendants.

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HON. MICHAEL D. STALLMAN, J.:

Plaintiff Jade Realty LLC (Jade) was the owner and operator of a shopping center in Hartsdale, New York. Defendants Citigroup Commercial Mortgage Trust 2005-EMG (the Trust), LaSalle Bank National Association (the Trustee) and Capmark Finance, Inc. (Capmark) are, respectively, the trust, trustee and servicer, of certain securitized commercial mortgage loans and the pass-through certificates that were issued in connection therewith.

In its complaint, Jade asserts a breach of contract cause of action against the Trust and the Trustee, as well as a tortious interference with contract cause of action against the Trustee and Capmark. In their amended answer, defendants raise eleven affirmative defenses, and assert a counterclaim seeking to recover from Jade the expenses they incurred in this action.

After discovery, defendants move for summary judgment dismissing the complaint and granting their counterclaim. Jade cross-moves for an order (1) granting summary judgment as to its breach of contract claim, (2) dismissing the counterclaim, and (3) striking the ninth affirmative defense that alleges an ambiguity in the mortgage note resulting from a mutual mistake.

Background

On September 17, 2003, Jade executed a mortgage note in favor of Emigrant Securities Corp. (Emigrant), a subsidiary of Emigrant Savings Bank, in the principal amount of $4 million (the Emigrant Note), with an interest rate of 5.48% per annum and a payment term of 10 years. The Emigrant Note, which was secured by a mortgage lien on Jade's shopping center, was issued pursuant to a commitment letter that set forth the general terms for the loan, including prepayment provisions (the Commitment Letter).

Under the Commitment Letter, with respect to a prepayment of the loan during the first through the eighth mortgage years, a "Yield Maintenance Fee" was to be paid by Jade in an amount equal to the lesser of the "Yield Maintenance" or 3.5% (but not less than 2.5% of the outstanding balance), and for the ninth and tenth years, a Yield Maintenance Fee equal to the lesser of the Yield Maintenance or 3.0% (but not less than 2.5% of the

outstanding balance).[1] However, there would be no prepayment penalty during the last six months of the tenth mortgage year. With respect to involuntary prepayments made after a default, the prepayment premium would be the greater of an amount determined by a yield maintenance formula or 6% of the outstanding balance.[2]

The 2003 loan transaction was undertaken in connection with Jade's refinancing of the mortgage loan that was provided to it by Emigrant in earlier years, including year 1997. Subsequent to the 2003 transaction, Emigrant sold to Citigroup a portfolio of commercial mortgage loans, including the Emigrant Note with Jade. The Emigrant portfolio, together with other mortgage loans, were eventually transferred and deposited into the Trust, for the purpose of securitizing the mortgage loans and issuing pass-through certificates to investors in connection therewith.

In May 2007, Jade notified Capmark that it intended to voluntarily prepay the Emigrant Note without paying any yield maintenance fee. Jade claimed that it could do so based on its

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[1] "Yield Maintenance" is an amount that a lender requires a borrower to pay, as a condition of prepaying the loan prior to maturity, to compensate the lender for the cost of replacing the loan paid by the borrower prior to maturity. Typically, the yield maintenance fee is calculated based on the difference between the loan's interest rate and certain benchmarks, such as current yields on U.S. Treasury notes of comparable maturities.

[2] Generally speaking, one of the purposes of an involuntary prepayment default provision is to prevent a borrower from avoiding payment of a prepayment penalty by defaulting, and subsequently paying off the loan after acceleration.

interpretation of the provisions of the Emigrant Note, namely: the yield maintenance fee would be payable only upon a default under the loan by Jade, and since there was no default, no fee would have to paid in connection with the voluntary prepayment.[3]

In July 2007, Capmark responded to Jade that a yield maintenance fee would have to be paid in connection with any voluntary prepayment, except when such prepayment was made in the last six months of the mortgage term. In August 2007, Jade made a voluntary prepayment of the Emigrant Note, including all outstanding principal and interest, together with a payment of $146,104.56 (paid under protest and with reservation of rights) that was calculated by Capmark as the yield maintenance fee (the Yield Maintenance Payment). In light of and in connection with the prepayment, Capmark assigned the Emigrant Note to Bank of America, N.A. (BofA), the financial institution with which Jade procured a refinancing for its shopping center.

Thereafter, Jade demanded, in writing, a refund of the Yield Maintenance Payment. In reply, Capmark informed Jade that the Yield Maintenance Payment would not be refunded. Consequently, in November 2007, Jade commenced this action against defendants, alleging breach of contract and tortious interference claims.

Discussion

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[3] Relevant provisions of the Emigrant Note, as well as the conflicting positions taken by the parties with respect to such provisions, will be discussed in detail below.

In setting forth the standards for granting or denying a motion for summary judgment, pursuant to CPLR 3212, the Court of Appeals noted, in *Alvarez v Prospect Hospital* (68 NY2d 320, 324 [1986]), the following:

> As we have stated frequently, the proponent of a summary judgment motion must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to demonstrate the absence of any material issues of fact. Failure to make such prima facie showing requires a denial of the motion, regardless of the sufficiency of the opposing papers. Once this showing has been made, however, the burden shifts to the party opposing the motion for summary judgment to produce evidentiary proof in admissible form sufficient to establish the existence of material issues of fact which require a trial of the action [internal citations omitted].

Adhering to the above guidance, the courts uniformly scrutinize motions for summary judgment, as well as the facts and circumstances of each case, to determine whether relief may be granted. *Andre v Pomeroy,* 35 NY2d 361, 364 (1974) (because entry of summary judgment "deprives the litigant of his day in court, it is considered a drastic remedy which should only be employed when there is no doubt as to the absence of triable issues"); *Martin v Briggs*, 235 AD2d 192, 196 (1st Dept 1997)(in considering a motion for summary judgment, "evidence should be analyzed in the light most favorable to the party opposing the motion"). Conclusory allegations unsupported by competent evidence, however, are insufficient to defeat a summary judgment motion. *Alvarez, supra,* 68 NY2d at 324-25. Also, summary judgment is

generally granted in favor of the movant if there are no material and triable issues of fact. *Francis v Basic Metal, Inc.*, 144 AD2d 634 (2d Dept 1988).

Breach of Contract Claim

In its complaint, Jade alleges that defendants breached the contract by requiring it to pay a yield maintenance fee in connection with its voluntary prepayment of the Emigrant Note. Jade asserts that the Emigrant Note required the payment of such fee "only in the event that a Voluntary Prepayment during the first six loan years resulted from a 'default' by Jade," and that because "Jade was not in, nor did it commit, any 'default' under the Emigrant Note," no payment of such fee was required. Complaint, ¶¶ 35-39.

The relevant provisions of the Emigrant Note, which generally and mostly incorporated the terms of the Commitment Letter (as summarized above), provided, as follows:

> Voluntary Prepayment. Provided an Event of Default and an acceleration of the Maturity Date has not occurred and is continuing, this Note may be voluntarily prepaid, in whole only, on the first day of a month upon not less than ninety (90) days prior written notice to Lender: (i) **during the first, second, third, fourth, fifth and sixth loan years upon payment of a prepayment premium equal to the Yield Maintenance Amount, as determined below;** (ii) during the **seventh and eighth loan years** upon a payment of a prepayment premium equal to the **lesser of the Yield Maintenance Amount, or 3.5% of the principal amount** being prepaid, but in no event less than two and one-half percent (2.5%) of the principal due; and (iii) during the **ninth and tenth loan years** upon a payment of a prepayment premium equal to the **lesser of the Yield Maintenance**

> **Amount, or 3.0% of the principal amount** being prepaid, but in no event less than two and one-half percent (2.5%) of the principal due; provided, however, there shall be **no prepayment premium** due should this Note be prepaid within the **last six (6) months of tenth loan year**. The term "loan year" as used in this Note shall mean each successive complete 365 or 366 days period after October 2003.

Emigrant Note, at 2-3 (emphasis added). Based on a plain and logical reading of the Emigrant Note and Commitment Letter, the prepayment premium (i.e., Yield Maintenance Amount) with respect to a voluntary prepayment decreases over the course of loan term. Indeed, no prepayment premium is necessary if the prepayment is made during the last six months of the maturity date of the loan term. This critical fact, as asserted by defendants in their brief, is not disputed by Jade.[4] Defendants Brief, at 8.

In turn, to calculate the Yield Maintenance Amount, the Emigrant Note provided, in relevant part, as follows:

> Yield Maintenance Amount. The Yield Maintenance Amount, is calculated by taking the positive balance (if any) between the Note Rate ... minus the current yield, **on the actual date of default under the loan** ... of U.S. Treasury Securities having the closest longer maturity to the remaining total term of this Note, times the then outstanding principal balance of this Note, times the number of years or fraction thereof of the remaining term of this Note. Such amount shall then be discounted to present value ....

Emigrant Note, at 3 (emphasis added). Thus, it appears that the

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[4] Similar to the Commitment Letter, the Emigrant Note has involuntary prepayment provisions, which are irrelevant because involuntary prepayment is not implicated in the instant case. However, it is noteworthy that the "Default Payment Fee" for involuntary payment is higher than the Yield Maintenance Amount.

Yield Maintenance Amount is linked to the difference between the Emigrant Note's interest rate (at 5.48%) and the prevailing rate on U.S. Treasury Securities having comparable maturities,[5] as well as the "actual date of default under the loan." Based on the foregoing, Jade argues that, if a voluntary prepayment is made within the first six years of the loan term, and so long as no "Event of Default"[6] has occurred when the prepayment is made, no Yield Maintenance Amount is required if there is no "default" under the mortgage loan, because the Yield Maintenance Amount is linked to the "actual date of default under the loan."

Jade's argument is unsound. Notably, Jade has failed to rebut the fact that the Yield Maintenance Amount decreases over the course of loan term, and it is eliminated only (a) if the voluntary prepayment is made during the last six months of the loan term, or (b) if the rate of the U.S. Treasury Securities is

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[5] If the difference is zero or if the rate on current U.S. Treasury Securities is higher than the Note Rate - which explains the inclusion of the words "if any" in the calculation of the Yield Maintenance Amount - it does not make any economic sense to prepay the Emigrant Note, because the prepayment funds can be used to buy U.S. Treasury Securities that yield a higher rate of return. It is noteworthy that, in this scenario, the Yield Maintenance Amount is zero.

[6] "Event of Default," as used in the context of "Voluntary Prepayment," is not defined in the Emigrant Note, which is subject to the terms and conditions of the Mortgage. Article II of the Mortgage defines "Event of Default" as having occurred after the giving of "notice of default" and the requisite passage of time without curing the default. There are 15 types of acts or omissions that are deemed "defaults." Mortgage, section 2.01.

greater than or equal to the interest rate under the Emigrant Note. It is absurd and illogical to take the position that no Yield Maintenance Amount (i.e., zero dollars) is required to be paid during the first six years of the loan term because there is no default under the loan, but subsequent (seventh to tenth) years require payment of a Yield Maintenance Amount no less than 2.5% of the principle due (i.e., greater than zero dollars). Indeed, Dale Schreiber, a principal of Jade, testified that:

> Q: Did you understand that a number higher than zero may well be due as a prepayment premium in connection with voluntary prepayments?
>
> A: Under certain circumstances that was a possibility.

Deposition Transcript of Dale Schreiber (Schreiber Dep.), at 26.

In this context, the Court of Appeals has stated that:

> In the absence of a claim for reformation, courts may as matter of interpretation carry out the intention of a contract by transposing, rejecting, or supplying words to make the meaning of the contract more clear ... However, such an approach is appropriate only in those limited instances where some absurdity has been identified or the contract would otherwise be unenforceable either in whole or in part ... .

Matter of Wallace v 600 Partners Co., 86 NY2d 543, 547-548 (1995)(internal citations omitted). Because the interpretation urged by Jade is absurd and illogical, this court may transpose, reject or supply words to make the meaning of the Emigrant Note more clear so as to carry out the intention of the contract, as described below.

Notably, the Emigrant Note was drafted by Emigrant's outside counsel by amending the terms of a prior mortgage note made in 1997 in connection with a loan extended by Emigrant to Jade (the 1997 Note), a copy of which is annexed as Exhibit I to Michael Sims's Statement in support of defendants' motion. Under the 1997 Note, a voluntary prepayment made during (1) the first six years of the loan was prohibited,[7] (2) the seventh to tenth years required a fee that was calculated based on the then outstanding loan balance, and (3) the last six months of the tenth year did not require any fee. Using the 1997 Note as a template for the Emigrant Note, Emigrant's counsel made a "scrivener's error" by using the "yield maintenance formula" that was "previously used only to calculate the Default Payment Fee in the event of a default." Defendants' Brief, at 11-12. Jade does not dispute the relationship between the Emigrant Note and the 1997 Note, as characterized by defendants. Indeed, Jade stated that "the formulation of the Yield Maintenance Amount section [in the Emigrant Note] requiring a borrower 'default' to trigger any Yield Maintenance Amounts was directly traceable to early forms of Emigrant mortgage notes." Complaint, ¶ 24.

Jade's principal, Dale Schreiber, was aware of this drafting problem, when he recognized "there was no trigger for calculating

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[7] Defendants assert, and Jade does not dispute, that this prohibition was treated as an "Event of Default" under the 1997 Note. Defendants' Brief, at 11; Complaint, paragraph 24.

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the yield maintenance amount in the event of voluntary prepayment because of the way this [Emigrant] Note was formulated." Schreiber Dep., at 30-31. He also understood that "omission [of the trigger] could affect what the bank received in the way of yield maintenance." *Id.* at 56. The "trigger" mentioned by Schreiber in his deposition refers to the words "prepayment or" that were omitted by Emigrant's counsel in drafting the Emigrant Note. If these omitted words were inserted or supplied in the section dealing with Yield Maintenance Amount, the relevant language would have read as follows: "The Yield Maintenance Amount, is calculated by taking the positive balance (if any) between the Note Rate ... minus the current yield, on the actual date of **[prepayment or]** default under the loan ... of U.S. Treasury Securities having the closest longer maturity to the remaining total term of this Note ... [emphasis added]." In other words, either the actual date of prepayment or the actual date of default under the loan, as the case may be, can be used as a reference date to calculate the Yield Maintenance Amount on a voluntary prepayment made during the first six years of the loan term. When calculated in this manner, either scenario will yield a positive Yield Maintenance Amount (i.e., greater than zero dollars), except in those limited instances mentioned above.

Despite his awareness of this drafting error, Schreiber did not notify Emigrant or its counsel, because he "regarded the situation as a Darwinian environment in which we [i.e., Jade and

Emigrant] were each fending for ourselves ...." Schreiber Dep., at 55. He also acknowledged that, at or about the time of closing on the 2003 loan, he had advised his brother James Schreiber, a co-principal of Jade, of this drafting problem. *Id.* at 70. Caselaw indicates that if one party seeks to adopt a contract construction that frustrates a central purpose of the contract, the court will rule against the construction that renders a contractual provision meaningless or without force or effect. *Ronnen v Ajax Elec. Motor Corp.*, 88 NY2d 582, 589 (1996); *American Express Bank v Uniroyal, Inc.*, 164 AD2d 275, 277 (1st Dept 1990)("A contract should be construed so as to give full meaning and effect to all of its provisions"). In this case, adopting Jade's proposed construction, which seeks to perpetuate or otherwise give effect to the drafting error, renders the Voluntary Prepayment and Yield Maintenance Amount sections meaningless and absurd.

Yet, Jade argues that its construction of the Emigrant Note (i.e., omission of the trigger) still provides a positive Yield Maintenance Amount under certain circumstances and, thus, does not render the foregoing provisions meaningless or unenforceable. In particular, Jade argues hypothetically that if Jade missed a payment and triggered a default, but within 10 days cured such default, such act would not constitute an Event of Default under the Emigrant Note or Mortgage. In this scenario, Jade argues that it could make a voluntary prepayment of the loan, because no

Event of Default has occurred, by paying the outstanding loan balance plus the Yield Maintenance Amount. Plaintiff Opposition Brief, at 20-21. In doing so, Jade argues that it would "benefit by avoiding the more onerous Default Prepayment Fee, which would always be greater than the Yield Maintenance Amount." *Id.*

Jade's argument is "cute and textually correct," as these words were used by Dale Schreiber in his March 8, 2007 e-mail to his brother James Schreiber, a copy of such e-mail is annexed as Exhibit L to Michael Sims's Statement.[8] However, such a "cute and textually correct" argument cannot overcome the undisputed fact that the Yield Maintenance Amount decreases over the course of loan term, and it is only eliminated in limited circumstances, as explained above. Jade also argues that "when parties set down their agreement in a clear, complete document, their writing should as a rule be enforced according to its terms [emphasis added]." Plaintiff Opposition Brief, at 11, quoting *W.W.W. Assoc. v Giancontieri*, 77 NY2d 157, 162 (1990). The argument is unavailing because Jade's principal has conceded that the Emigrant Note is missing "a trigger for calculating the yield maintenance amount in the event of voluntary prepayment." Schreiber Dep., at 30-31. The missing trigger, by definition,

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[8] The e-mail stated, in relevant part, as follows: "The prepayment clause requires payment of the yield maintenance amount but if the yield maintenance amount is not applicable to a prepayment, which is not a default, then the yield maintenance amount is arguably zero. Cute but textually correct." *Id.*

does not make the Emigrant Note "complete."

Jade also attempts to argue that defendants are seeking a reformation of the Emigrant Note. The reason for such argument is that, under the laws applicable to a reformation claim, the claimant has to prove that there was a mutual mistake, or that a unilateral mistake was induced by fraud. *M.S.B. Dev. Co. v Lopes*, 38 AD3d 723, 725 (2d Dept 2007). Jade argues that defendants can prove neither. This argument has no merit, because defendants do not seek reformation, albeit their brief cite a few cases involving reformation. This is conceded by Jade. Plaintiff Opposition Brief, at 10 ("Defendants did not assert a counterclaim for reformation, and [their] affirmative defense alleging a mutual mistake did not specifically assert a right to reformation"). Thus, Jade's argument that defendants have no standing to assert a reformation claim because they had assigned the Emigrant Note to BofA in 2007 also has no merit.[9]

Based on the foregoing, defendants' motion for summary judgment dismissing plaintiff's breach of contract cause of action is granted. Consequently, Jade's cross motion for summary judgment on its breach of contract cause of action is denied.

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[9] In its reply brief, Jade relied on a decision by this court (Justice Fried) in *Stonebridge Capital, LLC v Nomura International PLC*, 24 Misc 3d 1218(A), 2009 NY Slip Op 51518(U)(Sup Ct, NY County 2009). Such reliance is misplaced because that decision involved a reformation claim.

Tortious Interference of Contract Claim

In its complaint, Jade alleges that the Trustee and Capmark tortiously interfered with its rights under the loan documents, by refusing to recognize its rights to make voluntary prepayment on the Emigrant Note without paying the Yield Maintenance Amount, and by refusing to refund to it the Yield Maintenance Payment. Jade also seeks punitive damages against the Trustee and Capmark equal to three times the amount in dispute. Complaint, ¶¶ 41-46.

In New York, it is well settled that "breach of contract has repeatedly been listed among the elements of a claim for tortious interference with contractual relations." *NBT Bancorp v Fleet/Norstar Fin. Group,* 87 NY2d 614, 621 (1996) (citations omitted). Because Jade has failed to establish a breach of contract claim (for the reasons stated above), its tortious interference of contract claim must be denied.[10]

Counterclaim Seeking Award of Attorney's Fees and Costs

The Trustee's counterclaim is based, exclusively, upon the following provisions of the Emigrant mortgage, which provided, in relevant part, as follows:

> Section 1.14. Mortgagor agrees that if any action or proceeding be commenced ... to which action or proceeding Mortgagee is made a party by reason of the execution of this Mortgage or the Note which it secures, or in which it becomes necessary to defend or

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[10] Jade's cross motion also seeks to strike defendants' ninth affirmative defense asserted in their answer, which alleges the existence of a mutual mistake. In light of the decisions herein, the relief sought is moot.

> uphold the lien of this Mortgage, all sums paid by Mortgagee for the expense of any litigation to prosecute or defend the transaction and the rights and lien created hereby (including in every case reasonable attorneys' fees and disbursements ...) shall be paid by Mortgagor within ten (10) days after demand.

Other than the foregoing provisions, the Trustee has not cited any caselaw or other legal authorities in support of its counterclaim. Pursuant to the counterclaim, the Trustee seeks, in effect, reimbursement of all costs and expenses incurred by it in prosecuting or defending any action or proceeding in which the rights and liens created by the Mortgage and the Note are implicated, regardless of the nature of (or reason for) such action or proceeding, and regardless of its outcome.

It has been held by the Court of Appeals that "attorney's fees are incidents of litigation and a prevailing party may not collect them from the loser unless an award is authorized by agreement between the parties, statute or court rule." *Hooper Assoc. v AGS Computers*, 74 NY2d 487, 491 (1989). Further, it has been observed by the Court that:

> Inasmuch as a promise by one party to a contract to indemnify the other for attorney's fees incurred in litigation between them is contrary to the well-understood rule that parties are responsible for their own attorney's fees, the court should not infer a party's intention to waive the benefit of the rule unless the intention to do so is unmistakably clear from the language of the promise.

Id. at 492. In *Hooper Associates*, the Court found that the contract did not contain language that clearly allowed plaintiff to seek reimbursement from defendant of attorney's fees incurred

in a suit between them. Instead, the Court found that the contract provisions "contemplate reimbursement when the indemnitee is required to pay damages on a third-party claim." *Id.*

In this case, defendant Trustee does not refute Jade's assertion that the subject provisions intended to cover "damages incurred by a lender when a third-party creditor challenges the lender's secured priority or seeks to set aside the lien of the mortgage on fraudulent conveyance and like grounds," and that the instant action "is not such an action or proceeding." Plaintiff Opposition Brief, at 27. In fact, by this action, Jade seeks to recover the Yield Maintenance Payment it paid to the defendants, which, by its nature, does not involve third-party claims. Thus, the subject Mortgage provisions do not clearly and unmistakably indicate that Jade intended, or is otherwise required, to reimburse the Trustee for the costs and expenses of defending this action. Further, the instant action is commenced by Jade because of an error committed by Emigrant's counsel. To impose reimbursement costs and expenses upon Jade in this circumstance is unwarranted. Hence, the counterclaim is dismissed.

Accordingly, it is hereby

ORDERED, that defendants' motion for summary judgment is granted and all causes of action asserted in plaintiff's complaint are dismissed with costs and disbursements to plaintiff as taxed by the Clerk of the Court upon the submission of an

appropriate bill of costs; and it is further

ORDERED that the Clerk is directed to enter judgment in favor of defendants accordingly; and it is further

ORDERED, that plaintiff's cross motion is granted to the extent that defendants' counterclaim is dismissed.

Dated: December 15, 2009

New York, NY

ENTER:

J.S.C.

HAEL D. STALLMAN
J.S.C.

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