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SHORT FORM ORDER

SUPREME COURT - STATE OF NEW YORK

Present:

HON. STEPHEN A. BUCARIA

Justice

TRIAL/IAS, PART 2
NASSAU COUNTY

CLAREMONT (2007) REALTY LLC,

Plaintiff,

INDEX No. 12454/08

MOTION DATE: Sept. 30, 2010
Motion Sequence # 008

-against-

RIVER OAKS CAPITAL MANAGEMENT, INC., DAVID MILLER, Individually and as President of River Oaks Capital Management, Inc., THE JAMES SCOTT COMPANY, AQUENT, LLC, CHRISTOPHER J. MAURER, ESQ., as Escrow Agent, CAPITAL ONE, N.A. and COMERICA BANK,

Defendants.

The following papers read on this motion:

Notice of Motion..... X
Affidavit in Opposition..... XXXX
Reply Affirmation..... X
Memorandum of Law..... XX
Reply Memorandum of Law..... X

Motion for partial summary judgment pursuant to CPLR 3212 by the plaintiff Claremont (2007) Realty, LLC as against co-defendant Aquent, LLC, is **denied**.

In the Fall of 2007, plaintiff Claremont (2007) Realty, LLC, a Delaware limited liability company, entered into a contract pursuant to which it agreed to purchase certain real property situated in Maspeth, New York.

Claremont intended to construct and develop a waste transfer station on the property).

In November of 2007, Claremont obtained a letter of commitment from a lender, co-defendant James Scott Company, pursuant to which James Scott agreed to provide a $53.5 million loan to fund the acquisition and construction of the project.

In conjunction with the loan, Claremont supplied James Scott with collateral in the form of a $10 million letter of credit, dated March 18, 2008. The letter was issued by defendant Capital One, N.A. and payable through defendant Comerica Bank, the "advising" bank (Plaintiff's ex. E). The letter of credit provided that it was "transferable without any charge to you and may be transferred one or more times." In January 2008, Claremont and James Scott entered into a related "Letter of Credit Collateral Escrow Agreement" pursuant to which the law firm of Akerman, Senterfitt & Eidson was named as escrow agent (Plaintiff's ex G).

In relevant part, the collateral escrow agreement authorized the escrow agent to "cash" or "liquidate" the letter of credit if: (1) the letter expired without replacement more than 30 days prior to the maturity of the underlying note; or (2) if Claremont defaulted on its loan obligations – provided that the default continued through and beyond the applicable notice and cure period.

Despite its written agreement, James Scott was unable to provide the funding promised in its letter of commitment. Nevertheless, plaintiff alleges that James Scott encouraged it to obtain interim funding elsewhere so that Claremont could timely complete the purchase transaction, which was scheduled to close in February of 2008.

In an effort to obtain other financing, one of Claremont's principals was referred to David Miller, president of co-defendant River Oaks Capital Management, Inc. Towards the end of 2007, River Oaks agreed to provide "bridge loan" financing in the sum of $31,704,355.00, which was allegedly intended to "facilitate the purchase of the Property by Claremont and the ultimate financing by James Scott."

James Scott later assigned the letter of credit– which by its terms was transferable – to River Oaks, which was made beneficiary in place of Scott.

Claremont thereafter provided River Oaks with the required loan documents and later appeared at a February, 2008 loan closing, but River Oaks was also unable to fund the promised advance.

In March of 2008, the collateral escrow agreement was amended so as to, *inter alia*, memorialize the appointment of a new escrow agent, co-defendant Christopher J. Maurer, Esq.

Claremont alleges that the seller then declared it to be in breach of the purchase agreement for failing to close the transaction in a timely manner. Claremont further alleges that it was under pressure to acquire the funding necessary to save the deal and to avoid incurring significant contract penalties and expenses. Reflecting these concerns is a letter written by Claremont's counsel, Stephen Epstein – dated March 31, 2008 which was addressed to Mr. Maurer and River Oaks' counsel – in which Mr. Epstein strongly objected to River Oaks' failure to make the loan, and threatened legal action if he did receive assurances with regard to the funding by April 4, 2008.

The next day, River Oaks' president, David Miller, transmitted an e-mail to Claremont managing member, Michael Cholowsky, advising, *inter alia*, "[t]his is e-mail is to serve as acknowledgment from * * * the James L. Scott Company and Michael Cholowsky * * * that they are aware that David Miller, [of] River Oaks Capital [is] utilizing the * * * [letter of credit] for the purpose of facilitating line[s] of credit" (Defendant Aquent ex O). The e-mail further recites that "[w]e also fully acknowledge and understand that the companies of lenders that are * * * [facilitating] these line[s] of credit are using the * * [letter of credit] as collateral" and further "fully acknowledge and understand that if there is a default filed that those lenders will have an irrevocable and unconditional right to request a draw down on the line of credit, and that "this process will require a partial assignment or complete assignment of the * * * [letter of credit]" (Aquent ex. O).

Prior to Mr. Miller's e-mail, the parties had apparently been discussing a third lending option – as reflected by Miller's April 1 e-mail; one intended to assist and facilitate River Oaks in successfully making the above-referenced bridge loan. Pursuant to this proposed option, River Oaks would obtain a short-term loan – some $3 million – from a third-party lender, which loan would be collateralized, in part, by Claremont's original letter of credit.

It is unclear precisely how the infusion of short-term funding would permit River Oaks to make the significantly larger, $31 million bridge loan. Nevertheless, shortly after Miller's April 1 e-mail was transmitted, Claremont, River Oaks and James Scott jointly executed a so-called "Letter of Acknowledgment" which memorialized their understanding of the short-term loan option (Aquent ex. P).

This one-page document, dated April 4, 2008, which was apparently drafted in the first instance by Miller (Maurer [Dec 2009] Dep., 80-81), contains language reminiscent of that employed in Miller's immediately preceding e-mail and opens with the prefatory declaration "To Whom it May Concern." The document then states that "[this letter will confirm certain arrangements we have agreed to concerning the [March 18, 2008] Letter of Credit in the amount of $10 million * * *""[this letter will confirm certain arrangements we have agreed to concerning the ... Letter of Credit in the amount of $10 million * * *".

The letter of acknowledgment provides in part, that "River Oaks, Claremont, and James Scott have consented to the use of the * * *[the March 18, 2008 letter of credit] to collateralize an obligation of River Oaks to the lenders * * * to facilitate the transaction for which * * * the [letter of credit] was [originally] issued * * *." The document further provides that the signatories thereto – which include Claremont managing member Michael Cholowsky – have "caused] [Mr. Maurer to arrange for] an assignment * * * of up to $10 million * * * of the [letter of credit] to the Lenders in the event that River Oaks defaults on said obligations of funding".

Additionally, the letter of acknowledgment states that as consideration for the Lenders' supplying funding to River Oaks and at the direction of Claremont, River Oaks and Scott, River Oaks: (1) would cause an assignment of the letter of credit to be delivered the advising Bank (defendant Comerica), to be "made effective" thereby; and (2) River Oaks would arrange for up to $10 million of the letter of credit proceeds to be paid to the "Lenders" in the event that, "on or prior to February 14, 20011 [sic]" Mr. Maurer received notice from the Lender that it had not received timely payment from River Oaks".

The letter of acknowledgment concludes with a statement that "if the foregoing represents your understanding of the matters discussed herein, please so indicate by signing a copy of this letter and returning it * * * whereupon it shall be a binding agreement * * *". The document was executed by Claremont managing member Michael Cholowsky who later (by e-mail) confirmed that the signature on the April 4, 2008 acknowledgment was, in fact, his own (Aquent ex. W).

At some point during this period, Miller had apparently approached co-defendant Aquent, LLC in connection with providing short-term financing. Aquent subsequently agreed to make a short-term advance to River Oaks in the principal sum of $2.550 million (Flanagan Aff., ¶¶ 5-6; 15-27).

By separate "Term Loan Agreement" dated April 30, 2008, River Oaks and Aquent completed the short-term loan transaction (Plaintiff's ex. H). As part of the transaction – and as contemplated by the April 4 acknowledgment – River Oaks agreed to assign some $3 million of the letter of credit to Aquent to collateralize the loan debt.

According to the escrow agent, Mr. Maurer, the "purpose of the Aquent loan documents and Escrow Agreement was to ensure that Aquent was fully securitized for the loan the were making to David Miller" (*i.e.,* River Oaks). It was Maurer's understanding as well, that the April 4 acknowledgment "constituted Claremont's consent to undertaking the Aquent loan transaction" and "the use of the * * * [letter of credit] as collateral * * * [for that] transaction" (Maurer [Dec 2009] Dep., 90-91)

Significantly, paragraph "3" of the term loan agreement, entitled "Assignment of Letter of Credit Proceeds," refers specifically to the $10 million letter of credit and states that "[i]n order to induce Lender [Aquent] to make this loan to * * * [River Oaks], and as security for all of * * * [River Oaks'] Obligations, * * * [River Oaks] shall assign to * * * [Aquent] * * * $2,999,421.00" of the proceeds contained in the March 18, 2008 Claremont letter of credit (Plaintiff's ex. H at ¶ 3, at 4] *see also*, Promissory Note, at 2).

The term loan agreement further provides that the Aquent loan would mature and be payable in full with specified interest on May 30, 2008 (See affidavit of Nunzio Domilici, ex. A, copy of agreement submitted by Aquent, ¶ 1[b]). The Agreement, however, limits the manner in which the loan proceeds could be utilized by River Oaks; namely, it states that "the proceeds of the Loan shall only be utilized (i) in connection with certain financing [the proposed bridge loan] being provided by * * * [River Oaks] to Claremont * * *" (Agreement, ¶ 8, at 4).

Contemporaneously with the execution of the foregoing short-term loan, Aquent and River Oaks entered into a Promissory Note and their own, separately standing, escrow agreement, pursuant to which Christopher Maurer was again appointed escrow agent (Domicili Aff., Exs. C, B).

Section 2[b] of the escrow agreement governs the distribution of escrowed proceeds in the event of a default by River Oaks. Pursuant to section 2[b], in order to effectuate a draw down under the letter of credit upon a default by River Oaks, the escrow agent agreed to, *inter alia*, submit various documents to the advising bank (Comerica), including a "Certificate in the form specified in the Letter of Credit * * * [stating] that the drawing is being made in accordance with the January, 2008 [James Scott] Escrow Agreement and the March 2008 Amendment" thereto (Aquent Escrow Agreement, ¶ 2[b],

at 2 *see also*, Promissory Note at 1-2).

According to Mr. Maurer, in late April and early May, he had concerns about the escrow agreement's directive requiring him, as escrow agent, to personally effectuate the proposed assignment of the letter of credit to Aquent. Accordingly, he claims to have spoken to, and obtained the oral consent of, Claremont's counsel to the assignment (Maurer [May 2010] Dep., 24; Maurer [Dec 2009] Dep., 126-127).

Mr. Maurer further testified that at the same time, he also had concerns as to whether Claremont's principals fully understood the implication of permitting Aquent to use the letter of credit to collateralize a separate loan made to a third party, *i.e.,* River Oaks (Maurer [May 2010] Dep., 45-48; 68; Maurer [Dec 2009] Dep., 91). To allay these concerns and others, a telephone conference was conducted on May 2, 2008, in which, *inter alia*, counsel for Claremont, Michael Cholowsky and Maurer were participants (Maurer [Dec 2009] Dep., 136-138). According to Maurer, the proposed letter of credit assignment was discussed and initially drew criticism from Claremont's counsel, who objected that the proposal was unduly risky, particularly since the letter of credit was "never intended to be used in this fashion" (Aquent's ex. D, Maurer [Dec 2009] Dep., 138-139).

However, David Miller then allegedly informed the participants that there was no real risk; that if the short term loan were made, Claremont would receive its loan money in less than a week; and that he had "everything handled" (Maurer [Dec 2009] Dep., 139-141). According to Maurer, Claremont's principals understood that the letter of credit could be drawn upon in the event that River Oaks defaulted on the Aquent loan, but they nevertheless agreed to proceed with the transaction (Maurer [Dec 2009] Dep., 141).

Immediately thereafter, and upon being reassured that all the parties were in agreement, Maurer personally arranged for a partial assignment of the original letter of credit from River Oaks to Aquent (Aquent Exh., "M" *see,* Travato Dep., at 167-168; "SWIFT" electronic telex [Aquent Exh., "M"]) – a transaction which, according to Maurer – could not have been done without Claremont's express consent (Maurer [May 2010] Dep., 46-27).

Despite the infusion of short-term funding, River Oaks was still unable to provide the promised bridge loan funding to Claremont (Cmplt., ¶¶ 71-72). Moroever, shortly after the loan was made, River Oaks defaulted on its payment obligation to Aquent, thereby allegedly entitling Aquent to draw on the letter of credit (Dominic Aff., ¶¶ 5-6; Maurer [Dec 2009] Dep., 162-164).

Aquent asserts that in early July of 2008, it made a demand upon Mr. Maurer, as escrow agent, for the release of $2.99 million from the letter of credit, but that to date, those funds have not yet been released or otherwise paid (Aquent Exh., "AA" see, Maurer [Dec 2009] Dep., at 122-123; 173-174).

In June 2008, Claremont wrote to River Oaks, Scott and Maurer demanding that the $10 million letter of credit be canceled and immediately returned, but Claremont's request was rejected (Cmplt., ¶¶ 73-75). At this juncture, Claremont terminated its relationship with both River Oaks and James Scott.

By summons and verified complaint dated July of 2008, Claremont commenced the within action as against, *inter alia*, River Oaks, Aquent and Scott, setting forth causes of action for fraud and breach of contract as against Scott and River Oaks.

Contemporaneously with the commencement of the subject action, Claremont moved by order to show cause for a preliminary injunction restraining Aquent from drawing on the letter of credit based upon River Oaks' default in connection with the short-term Aquent loan.

In substance, Claremont argues that it would sustain suffer irreparable harm if the letter of credit funds were released to Aquent pursuant to the Aquent/River Oaks escrow agreement because: (1) both River Oaks and Scott were already in breach of their respective loan commitment agreements since they never provided any funding; (2) both entities fraudulently induced Claremont to the enter in the loan agreements; and (3) Claremont never authorized River Oaks' use of the letter of credit as collateral for the Aquent loan, and was not even a party to the Aquent/River Oaks loan documents.

Claremont further argues that any draw-down on the letter of credit must be governed by the terms of the original, James Scott escrow agreement – which was never modified and which by its terms required proof that Claremont was in default under the original Scott and/or River Oaks loan documents before any draw down would be authorized.

By decision and order dated November 14, 2008, this Court granted Claremont's application, noting that Claremont had adequately demonstrated a likelihood of success on the merits, irreparable injury and a balancing of the equities in its favor – particularly since neither Scott nor River Oaks had ever made the promised advances (Order at 6-7).

In April of 2009, counsel for Aquent and Claremont entered into a "so-ordered"

stipulation pursuant to which: (1) co-defendant Maurer surrounded possession of the letter of credit, as amended, to Capital One Bank; (2) Capital One agreed to "immediately cancel and terminate" the letter of credit; and (3) Capital One thereafter established an interest bearing escrow account in the sum of $3 million pending further order of this Court (Claremont Exh., "L," ¶¶ 3-6, at 4-6).

By order dated August 27, 2009, this Court granted an application by Claremont for default judgments against defendants River Oaks, David Miller and James Scott and an application by Aquent for a default judgment on its cross claims against those defendants (Claremont Exh., "D" see, Travato Aff., ¶ 2, fn 1, a 1-2). Aquent has since filed an amended answer, interposing various affirmative defenses and several counterclaims sounding in, breach of contract, reformation and promissory estoppel.

Discovery has proceeded and Claremont now moves for partial summary judgment as against Aquent, arguing that this Court should now direct the unconditional release of the $3 million currently be held in escrow pursuant to the so-ordered stipulation.

In support of its application, Claremont argues, in substance, that the governing terms of the James Scott escrow agreement – as referenced and allegedly incorporated into the subsequently executed Aquent escrow (Agreement 2[b]) – authorize a draw on the line of credit only upon proof of an uncured default by Claremont in connection with the original, Scott loan agreement. Since there was no default, and indeed, never any James Scott loan at all, there was no triggering event which would authorize Aquent to reach the letter of credit (Claremont Brief at 4-11). Plaintiff's motion should be denied.

Preliminarily, Claremont has not established that the letter of acknowledgment is unenforceable as a matter of law. Furthermore, Claremont's assertion that the letter of acknowledgment is "suspect" with respect to Claremont's assent to its stated terms, is unpersuasive (Claremont Brief at 7-8).

Rather, and viewing the evidence "in the light most favorable to * * * [to the opponent of the motion], as is appropriate in the context of * * * [a] motion for summary judgment" (***Fundamental Portfolio Advisors, Inc. v. Tocqueville***, 7 NY3d 96, 106 [2006] *see,* ***Branham v. Loews Orpheum Cinemas, Inc.***, 8 NY3d 931, 932 [2007]), the April, 2008 letter of acknowledgment memorializes in part, the parties' evolving attempts to secure project financing, and is properly considered in context with the related Aquent loan documents which were generated at approximately the same time (*see e.g.,* ***Nau v. Vulcan Rail & Construction Co.***, 286 NY 188, 197 [1941]; ***Hendrick Hudson Cent. School Dist. v. Falinski***, 71 AD3d 769; ***BWA Corp. v. Alltrans Exp. U.S.A., Inc.***, 112

AD2d 850, 852 *see also,* ***ITT Avis, Inc. v. Tuttle***, 27 NY2d 571, 576 [1970]; ***Gordon v. Vincent Youmans, Inc.***, 358 F.2d 261, 263 [2nd Cir. 1965]; ***Angelino v. Freedus***, 69 AD3d 1203, 1205).

Indeed, as foreshadowed by Miller's April 1 e-mail and the executed letter of acknowledgment which followed days later, Aquent and River Oaks did, in fact, execute the short term loan agreement, which referenced the James Scott letter of credit and also provided that River Oaks was to assign stated portions of the letter of credit to Aquent (*cf.,* ***Coliseum Towers Associates v. County of Nassau***, 2 AD3d 562, 564; ***Federal Ins. Co. v. Americas Ins. Co.***, 258 AD2d 39, 44)(Agreement, ¶ 3[a]).

Thus, the fact that the letter of acknowledgment refers generically to the "lenders" and contains an obvious typographical error in referring to a date as "February 14, 20011", neither vitiates its potentially binding import nor renders it indefinite as a matter of law (*see generally,* ***166 Mamaroneck Ave. Corp. v. 151 East Post Road Corp.***, 78 NY2d 88, 90 [1991]; ***Cobble Hill Nursing Home, Inc. v. Henry and Warren Corp.***, 74 NY2d 475, 483 [1989]; ***Metro-Goldwyn-Mayer, Inc. v. Scheider***, 40 NY2d 1069, 1071 [1976]).

Nor is the letter of acknowledgment limited in scope to directing Maurer ministerially to file an assignment of the letter of credit on the Bank's standard form (Claremont Brief at 8-9). Rather, the acknowledgment provides in no uncertain terms that Claremont, Scott and River Oaks had jointly "consented to the use of the * * *[Claremont Letter of Credit] to collateralize an obligation of River Oaks to the lenders * * * to facilitate the transaction for which * * * the [Letter of Credit] was [originally] issued * * *." It is undisputed that Claremont's managing member executed the acknowledgment, which recites that upon execution, it "shall be binding," and acknowledged that his signature thereon was valid and authentic.

The Court rejects Claremont's principal assertion that Aquent's ability to draw on the letter of credit in the event of River Oaks' default, was to be contingent, as a matter of law, upon proof that Claremont was in default under the original – and by then – quiescent James Scott loan and escrow agreement.

Rather, the Aquent/River Oaks Escrow agreement, read together with the letter of acknowledgment; the parties' pre-loan negotiations, and other relevant documentary materials, generates conflicting inferences as to precisely how and to what extent, the letter of credit was to be utilized in the Aquent/River Oaks loan agreement.

In arguing to the contrary, Claremont primarily relies upon provisions of the Aquent/River Oaks escrow agreement which provide, *inter alia*, that upon notice that River Oaks was in default, the escrow agent would be required to deliver certain documents to Comerica Bank, including a "Certificate" in the form required by the letter of credit, specifying that the draw was being made in "accordance with" the original January 2008 escrow agreement, as amended (Claremont Brief at 10-11; Aquent Escrow Agreement, ¶ 2[b]).

Significantly, neither the letter of acknowledgment nor the Aquent/River Oaks loan agreement expressly provides that Aquent's access to the letter of credit was to be contingent on Claremont's default status – or lack thereof – under the then defunct and separately standing Scott loan. Nor does the Aquent Promissory Note or the escrow agreement itself contain language which directly conditions Aquent's access to the letter of credit upon Claremont's default in connection with a loan which was never made. It bears noting that Mr. Miller's descriptive, April 1 e-mail, which preceded the Acknowledgment by only by four days, references the then evolving short-term loan option and states that "[t]his e-mail is to serve as acknowledgment" that any lender advancing funds to River Oaks would have "an *irrevocable unconditional* right to request a draw down on the line of credit" (Aquent Exh., "D")[emphasis added].

It is true that the Aquent escrow agreement provides that in order for Aquent to draw upon the letter of credit, the escrow agent would be required to file a Certificate stating that any proposed draw down was being made "in accordance with" the Scott escrow agreement. However, it is unclear precisely what import should be attributed to the Aquent escrow's agreement's reference to the Scott escrow agreement, *i.e.*, whether that reference was merely intended to incorporate the technical "draw down" procedures previously adopted and agreed to as part of the failed Scott agreement – or whether something else may have been contemplated.

The Court notes in this respect that the Aquent/River Oaks Promissory Note, escrow and loan agreements contain their own, substantive default provisions which independently define the specific acts qualifying as loan defaults (Aquent/River Oaks Loan Agreement, ¶¶ 3[a][b][i], [ii];10[a]-[q]; Promissory Note at 1-2; Escrow Agreement, ¶ 2[b]).

Moreover, although Claremont contends that its default status under the Scott loan governs Aquent's access to the letter of credit, there *was* no viable, Scott loan transaction pending at time of the Aquent loan. Indeed, it was precisely because the original Scott loan had long since failed – and was essentially a dead letter at that point – that the

ensuing River Oaks "bridge" and short-term Aquent loan options were pursued in the first place.

With these facts in mind, it is unclear why a third-party lender would agree to limit its ability to access key portions of the loan collateral in such a circuitous and commercially improbable fashion, *i.e.*, by agreeing that it could access the security supplied by its own debtor, only if another, non-party entity was in default with respect to a separately existing loan – a loan which was not made – and which might never be made, even with the advance which Aquent was providing to River Oaks.

Relatedly, Claremont contends that River Oaks could assign only those rights in the letter of credit which it possessed. Since under the terms of the James Scott escrow, release of the letter of credit funds was authorized only upon proof that Claremont was in default – Claremont argues that Aquent possessed no greater rights to access the letter of credit (Claremont Main Brief at 3-4). While it is true that an assignee stands in the shoes of his assignor (*see,* ***East Acupuncture, P.C. v. Allstate Ins. Co.***, 61 AD3d 202; ***Long Island Radiology v. Allstate Ins. Co.***, 36 AD3d 763, 764), there are additional, relevant facts beyond the mere existence of a simple assignment.

Specifically, there is evidence in the record, including the letter of acknowledgment, which suggests that the parties to the loan agreement, River Oaks, Claremont and Scott, may have reached a key accord; namely, they allegedly agreed that, in order to salvage the project, River Oaks would assign the letter of credit to Aquent (See UCC § 5-112). Thereafter, the letter of credit would be utilized to collateralize the Aquent short-term loan. This, in turn, would facilitate and make possible, the River Oaks Bridge loan, thereby obtaining for Claremont, its last and "one shot at realizing the dream" of acquiring the property (Travato Dep., 86, 166, 180).

Summary judgment is a drastic remedy which may be granted only where there is no clear triable issue of fact (***Andre v. Pomeroy***, 35 NY2d 361 [1974]; ***Moseyed v. Pilevsky***, 283 AD2d 469). Indeed, "[e]ven the color of a triable issue forecloses the remedy" (***In re Cuttitto Family Trust***, 10 AD3d 656; ***Rudnitsky v. Robbins***, 191 AD2d 488, 489).

The evidentiary materials submitted are insufficient to permit the Court summarily to resolve Claremont's claims with respect to the intended import and application of the letter of credit.

The Court has considered Claremont's remaining contentions and concludes that

they do not warrant an award of summary judgment upon the facts presented.

Accordingly, it is,

ORDERED that the motion for partial summary judgment pursuant to CPLR 3212 by the plaintiff Claremont (2007) Realty, LLC as against co-defendant Aquent, LLC, is **denied**.

The foregoing constitutes the decision order of the Court.

Dated OCT 27 2010

Stephen A. Bucaria
J.S.C.

ENTERED
NOV 01 2010
NASSAU COUNTY
COUNTY CLERK'S OFFICE