Green Tree Servicing LLC v Aloe
2018 NY Slip Op 31505(U)
June 28, 2018
Supreme Court, Suffolk County
Docket Number: 31478/2013
Judge: Howard H. Heckman

Short Form Order

SUPREME COURT - STATE OF NEW YORK
IAS PART 18 - SUFFOLK COUNTY

PRESENT:
HON. HOWARD H. HECKMAN JR., J.S.C.

INDEX NO.: 31478/2013
MOTION DATE: 6/12/2018
MOTION SEQ. NO.: #001 MG
#002 MD

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GREEN TREE SERVICING LLC,

Plaintiff,

-against-

LAURA LYNN ALOE, FRANK ALOE, 195 BROWY ASSOCIATES, LLC

Defendants.
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PLAINTIFF'S ATTORNEY:
BERKMAN, HENOCH, PETERSON, PEDDY, & FENCHEL, P.C.
100 GARDEN CITY PLAZA
GARDEN CITY, NY 11530

DEFENDANTS' ATTORNEYS:
SCALZI & NOFI, PLLC. (ATTORNEY FOR LAURA LYNN ALOE)
43 PROSPECT STREET
HUNTINGTON, NY 11743

LAW OFFICES OF ROBERT SAASTO
(ATTORNEY FOR FRANK ALOE)
41 EAGLE CHASE
WOODBURY, NY 11797

DEJESU MAIO & ASSOCIATES, P.C.
(ATTORNEY FOR 195 BROWY ASSOCS.)
191 NEW YORK AVENUE
HUNTINGTON, NY 11743

Upon the following papers numbered 1 to 45 read on this motion : Notice of Motion/ Order to Show Cause and supporting papers 1-19 (#001) ; Notice of Cross Motion and supporting papers 20-22 (#002) ; Answering Affidavits and supporting papers 23-25, 26-27, 28-41 ; Replying Affidavits and supporting papers 42-43, 44-45 ; Other ; (and after hearing counsel in support and opposed to the motion) it is,

ORDERED that this motion by plaintiff Green Tree Servicing LLC seeking an order: 1) granting summary judgment striking the answers of defendants Laura Lynn Aloe and 195 Broadway Associates, LLC; 2) substituting Ditech Financial LLC f/k/a Green Tree Servicing LLC as the named party plaintiff in place and stead of Green Tree Servicing LLC; 3) discontinuing the action against defendants designated as "John Doe #1" through "John Doe #12"; 4) deeming all appearing and non-appearing defendants in default; 5) amending the caption; and 6) appointing a referee to compute the sums due and owing to the plaintiff in this mortgage foreclosure action is granted; and it is further

ORDERED that the cross motion by defendant Frank Aloe seeking an order pursuant to CPLR 3215(c) dismissing plaintiff's complaint as abandoned is denied; and it is further

ORDERED that plaintiff is directed to serve a copy of this order amending the caption upon the Calendar Clerk of the Court; and it is further

ORDERED that plaintiff is directed to serve a copy of this order with notice of entry upon

all parties who have appeared and not waived further notice pursuant to CPLR 2103(b)(1)(2) or (3) within thirty days of the date of this order and to promptly file the affidavits of service with the Clerk of the Court.

Plaintiff's action seeks to foreclose a mortgage in the original sum of $321,000.00 executed by defendants Laura Lynn Aloe and Frank Aloe on January 23, 2006 in favor of Approved Funding Corporation. On the same date defendant Laura Lynn Aloe executed a promissory note promising to re-pay the entire amount of the indebtedness to the mortgage lender. By assignment dated May 14, 2013 the mortgage and note were assigned to plaintiff. Plaintiff claims that defendants/mortgagors defaulted under the terms of the mortgage and note by failing to make timely monthly mortgage payments beginning January 1, 2011 and continuing to date. Plaintiff commenced this action by filing a summons, complaint and notice of pendency in the Suffolk County Clerk's Office on November 26, 2013. Defendant Laura Lynn Aloe served an answer dated December 23, 2013 asserting ten (10) affirmative defenses. Defendant 195 Browy Associates, LLC served an answer dated April 9, 2014 asserting three (3) affirmative defenses. Defendant Frank Aloe defaulted in serving an answer.

Plaintiff's motion seeks an order granting summary judgment striking defendants' answers and for the appointment of a referee. Three defendants have served opposition to plaintiff's motion:

1) defendant Laura Lynn Aloe claims that plaintiff has failed to submit sufficient admissible evidence to establish its standing to prosecute this action and to prove compliance with mortgage and RPAPL 1303 & 1304 pre-foreclosure notice requirements;

2) defendant 195 Browy Associates claims that based upon a deed dated October 8, 2009 it obtained title to a portion of the mortgaged premises from defendants/mortgagors Aloes' and argues that based upon equitable principles and the interests of justice the court should create a remedy so that the Browy can continue to use the premises as a parking and storage lot; and

3) defendant Frank Aloe submits a cross motion seeking dismissal based upon plaintiff's failure to seek judgment within one year of his default pursuant to CPLR 3215(c).

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 eliminate any material question of fact from the case. The grant of summary judgment is appropriate only when it is clear that no material and triable issues of fact have been presented (*Sillman v. Twentieth Century-Fox Film Corp.*, 3 NY2d 395 (1957)). The moving party bears the initial burden of proving entitlement to summary judgment (*Winegrad v. NYU Medical Center*, 64 NY2d 851 (1985)). Once such proof has been proffered, the burden shifts to the opposing party who, to defeat the motion, must offer evidence in admissible form, and must set forth facts sufficient to require a trial of any issue of fact (CPLR 3212(b); *Zuckerman v. City of New York*, 49 NY2d 557 (1980)). Summary judgment shall only be granted when there are no issues of material fact and the evidence requires the court to direct a judgment in favor of the movant as a matter of law (*Friends of Animals v. Associated Fur Manufacturers*, 46 NY2d 1065 (1979)).

Entitlement to summary judgment in favor of the foreclosing plaintiff is established, prima facie by the plaintiff's production of the mortgage and the unpaid note, and evidence of default in payment (*see Wells Fargo Bank N.A. v. Erobobo*, 127 AD3d 1176, 9 NYS3d 312 (2nd Dept., 2015); *Wells Fargo Bank, N.A. v. Ali*, 122 AD3d 726, 995 NYS2d 735 (2nd Dept., 2014)). Where the plaintiff's standing is placed in issue by the defendant's answer, the plaintiff must also establish its

standing as part of its prima facie showing (*Aurora Loan Services v. Taylor*, 25 NY3d 355, 12 NYS3d 612 (2015); *Loancare v. Firshing*, 130 AD3d 787, 14 NYS3d 410 (2nd Dept., 2015); *HSBC Bank USA, N.A. v. Baptiste*, 128 AD3d 77, 10 NYS3d 255 (2nd Dept., 2015)). In a foreclosure action, a plaintiff has standing if it is either the holder of, or the assignee of, the underlying note at the time that the action is commenced (*Aurora Loan Services v. Taylor, supra.; Emigrant Bank v. Larizza*, 129 AD3d 94, 13 NYS3d 129 (2nd Dept., 2015)). Either a written assignment of the note or the physical transfer of the note to the plaintiff prior to commencement of the action is sufficient to transfer the obligation and to provide standing (*Wells Fargo Bank, N.A. v. Parker,* 125 AD3d 848, 5 NYS3d 130 (2nd Dept., 2015); *U.S. Bank v. Guy,* 125 AD3d 845, 5 NYS3d 116 (2nd Dept., 2015)). A plaintiff's attachment of a duly indorsed note to its complaint or to the certificate of merit required pursuant to CPLR 3012(b), coupled with an affidavit in which it alleges that it had possession of the note prior to the commencement of the action, has been held to constitute due proof of the plaintiff's standing to prosecute its claims for foreclosure and sale (*JPMorgan Chase Bank, N.A. v. Weinberger,* 142 AD3d 643, 37 NYS3d 286 (2nd Dept., 2016); *FNMA v. Yakaputz II, Inc.,* 141 AD3d 506, 35 NYS3d 236 (2nd Dept., 2016); *Deutsche Bank National Trust Co. v. Leigh,* 137 AD3d 841, 28 NYS3d 86 (2nd Dept., 2016); *Nationstar Mortgage LLC v. Catizone,* 127 AD3d 1151, 9 NYS3d 315 (2nd Dept., 2015)).

Proper service of RPAPL 1303 & 1304 notices on borrower(s) are conditions precedent to the commencement of a foreclosure action, and the plaintiff has the burden of establishing compliance with this condition (*Aurora Loan Services, LLC v. Weisblum*, 85 AD3d 95, 923 NYS2d 609 (2nd Dept., 2011); *First National Bank of Chicago v. Silver*, 73 AD3d 162, 899 NYS2d 256 (2nd Dept., 2010)). RPAPL 1303 requires that a notice in proper form be delivered with the summons and complaint to commence the foreclosure action. RPAPL 1304(2) provides that notice be sent by registered or certified mail and by first-class mail to the last known address of the borrower(s), and if different, to the residence that is the subject of the mortgage. The notice is considered given as of the date it is mailed and must be sent in a separate envelope from any other mailing or notice and the notice must be in 14-point type.

At issue is whether the evidence submitted by the plaintiff is sufficient to establish its right to foreclose. The defendants/mortgagors do not contest their failure to make timely payments due under the terms of the promissory note and mortgage agreement in more than seven and one-half years. Rather, the issues raised by the defendants concern whether the proof submitted by the mortgage lender provides sufficient admissible evidence to prove its entitlement to summary judgment based upon defendants/mortgagors' continuing default, plaintiff's compliance with mortgage and statutory pre-foreclosure notice requirements, plaintiff's standing to maintain this action and whether plaintiff abandoned prosecution of this action.

CPLR 4518 provides:

Business records.

(a) Generally. Any writing or record, whether in the form of an entry in a book or otherwise, made as a memorandum or record of any act, transaction, occurrence or event, shall be admissible in evidence in proof of that act, transaction, occurrence or event, if the judge finds that it was made in the regular course of any business and that it was the regular course of such business to make it, at the time of the

act, transaction, occurrence or event, or within a reasonable time thereafter.

The Court of Appeals in *People v. Guidice*, 83 NY2d 630, 635, 612 NYS2d 350 (1994) explained that "the essence of the business records exception to the hearsay rule is that records systematically made for the conduct of business... are inherently highly trustworthy because they are routine reflections of day-to-day operations and because the entrant's obligation is to have them truthful and accurate for purposes of the conduct of the enterprise." (quoting *People v. Kennedy*, 68 NY2d 569, 579, 510 NYS2d 853 (1986)). It is a unique hearsay exception since it represents hearsay deliberately created and differs from all other hearsay exceptions which assume that declarations which come within them were not made deliberately with litigation in mind. Since a business record keeping system may be designed to meet the hearsay exception, it is important to provide predictability in this area and discretion should not normally be exercised to exclude such evidence on grounds not foreseeable at the time the record was made (*see Trotti v. Estate of Buchanan*, 272 AD2d 660, 706 NYS2d 534 (3rd Dept., 2000)).

The three foundational requirements of CPLR 4518(a) are: 1) the record must be made in the regular course of business- reflecting a routine, regularly conducted business activity, needed and relied upon in the performance of business functions; 2) it must be the regular course of business to make the records– (i.e. the record is made in accordance with established procedures for the routine, systematic making of the record); and 3) the record must have been made at the time of the act, transaction, occurrence or event, or within a reasonable time thereafter, assuring that the recollection is fairly accurate and the entries routinely made (*see People v. Kennedy, supra* @ pp. 579-580)). The "mere filing of papers received from other entities, even if such papers are retained in the regular course of business, is insufficient to qualify the documents as business records." (*People v. Cratsley*, 86 NY2d 81, 90, 629 NYS2d 992 (1995)). The records will be admissible "if the recipient can establish personal knowledge of the maker's business practices and procedures, or that the records provided by the maker were incorporated into the recipient's own records or routinely relied upon by the recipient in its business." (*State of New York v. 158th Street & Riverside Drive Housing Company, Inc.*, 100AD3d 1293, 1296, 956 NYS2d 196 (2012); *leave denied*, 20 NY3d 858 (2013); *see also Viviane Etienne Medical Care, P.C. v. Country-Wide Insurance Company*, 25 NY3d 498, 14 NYS3d 283 (2015); *Deutsche Bank National Trust Co. v. Monica*, 131 AD3d 737, 15 NYS3d (3rd Dept., 2015); *People v. DiSalvo*, 284 AD2d 547, 727 NYS2d 146 (2nd Dept., 2001); *Matter of Carothers v. GEICO*, 79 AD3d 864, 914 NYS2d 199 (2nd Dept., 2010)).

The statute (CPLR 4518) clearly does not require a person to have personal knowledge of each and every entry contained in a business record (*see Citibank N.A. v. Abrams*, 144 AD3d 1212, 40 NYS3d 653 (3rd Dept., 2016); *HSBC Bank USA, N.A. v. Sage*, 112 AD3d 1126, 977 NYS2d 446 (3rd Dept., 2013); *Landmark Capital Inv. Inc. v. LI-Shan Wang, supra.*)). As the Appellate Division, Second Department stated in *Citigroup v. Kopelowitz*, 147 AD3d 1014, 48 NYS3d 223 (2nd Dept., 2017): "There is no requirement that a plaintiff in a foreclosure action rely on a particular set of business records to establish a prima facie case, so long as the plaintiff satisfies the admissibility requirements of CPLR 4518(a) and the records themselves actually evince the facts for which they are relied upon." Decisions interpreting CPLR 4518 are consistent to the extent that the three foundational requirements: 1) that the record be made in the regular course of business; 2) that it is in the regular course of business to make the record; and 3) that the record must be made at or near the time the transaction occurred. – if demonstrated, make the records admissible since such records are considered trustworthy and reliable. Moreover, the language contained in the statute specifically

authorizes the court discretion to determine admissibility by stating "*if the judge finds*" that the three foundational requirements are satisfied the evidence shall be admissible.

The affidavits submitted from the plaintiff's document execution representative provide the evidentiary foundation for establishing the mortgage lender's right to foreclose. The affidavits set forth the employee's review of the business records maintained by Ditech; the fact that the books and records are made in the regular course of Ditech's business; that it was Ditech's regular course of business to maintain such records; that the records were made at or near the time the underlying transactions took place; and that the records were created by an individual with personal knowledge of the underlying transactions. Based upon the submission of these two affidavits, the plaintiff has provided an admissible evidentiary foundation which satisfies the business records exception to the hearsay rule with respect to the issues raised in this summary judgment application.

With respect to the issue of standing, plaintiff's representative's affidavit, together with documentary evidence in the form of a copy of the original indorsed in blank promissory note which plaintiff has attached to the complaint, together with the certificate of merit (CPLR 3012-b), provides sufficient evidence of possession of the underlying note to establish the plaintiff's standing to prosecute this foreclosure action (*see JPMorgan Chase Bank, N.A. v. Weinberger, supra.; Nationstar Mortgage LLC v. Catizone, supra.*) In addition, plaintiff has proven standing by submission of the affidavit from the Ditech document execution representative attesting to the mortgagee's continuous possession and acquisition of the original note beginning June 4, 2013 which was prior to the date this action was commenced on November 26, 2013 (*Aurora Loan Services v. Taylor, supra.; Wells Fargo Bank, N.A v. Parker, supra.; U.S. Bank, N.A. v. Ehrenfeld,* 144 AD3d 893, 41 NYS3d 269 (2nd Dept., 2016); *GMAC v. Sidberry,* 144 AD3d 863, 40 NYS3d 783 (2nd Dept., 2016)). Any alleged issues concerning the mortgage assignments are therefore irrelevant to the issue of standing since plaintiff has established possession of the promissory note prior to commencing this action (*FNMA v. Yakaputz II, Inc.,* 141 AD3d 506, 35 NYS3d 236 (2nd Dept., 2016); *Deutsche Bank National Trust Company v. Leigh,* 137 AD3d 841, 28 NYS3d 86 (2nd Dept., 2016)).

With respect to the issue of the defendants' default in making payments, in order to establish prima facie entitlement to judgment as a matter of law in a foreclosure action, the plaintiff must submit the mortgage, the unpaid note and admissible evidence to show default (*see Property Asset Management, Inc. v. Souffrant,* 2018 NY Slip Op 04582 (2nd Dept., 6/20/2018); *PennyMac Holdings, Inc. V. Tomanelli,* 139 AD3d 688, 32 NYS3d 181 (2nd Dept., 2016); *North American Savings Bank v. Esposito-Como,* 141 AD3d 706, 35 NYS3d 491 (2nd Dept., 2016); *Washington Mutual Bank v. Schenk,* 112 AD3d 615, 975 NYS2d 902 (2nd Dept., 2013)). Plaintiff has provided admissible evidence in the form of a copy of the note and mortgage, and an affidavit attesting to the defendants/mortgagors' undisputed default in making timely mortgage payments sufficient to sustain its burden to prove defendants have defaulted under the terms of the parties agreement by failing to make timely payments since January 1, 2011(CPLR 4518; *see Wells Fargo Bank, N.A. v. Thomas, supra.; Citigroup v. Kopelowitz, supra.*)). Accordingly, and in the absence of any proof to raise an issue of fact concerning the defendants' continuing default, plaintiff's application for summary judgment based upon defendant's breach of the mortgage agreement and promissory note must be granted.

With respect to service of the RPAPL 1303 notice, plaintiff's proof consists of a copy of the affidavit of service from the process server confirming that the 1303 notice in proper form was

served upon defendant Laura Lynn Aloe by personal delivery to her on Thursday, December 12, 2013 at approximately 6:02 p.m. together with a copy of the 1303 notice. The affidavit of service together with the documentary proof constitute prima facie evidence of proper service of the RPAPL 1303 notice and it is therefore incumbent upon the defendant Laura Lynn Aloe to submit relevant, admissible evidence in the form of an affidavit containing specific and detailed contradictions of the claims set forth in the process server's affidavit (CPLR 306; *U.S. Bank, N.A. v. Tauber,* 140 AD3d 1154, 36 NYS3d 144 (2nd Dept., 2016); *NYCTL v. Tsafinos,* 101 AD3d 1092, 956 NYS2d 571 (2nd Dept., 2012)). Defendant Laura Lynn Aloe's submission of an attorney's affirmation claiming generally that plaintiff did not serve a proper 1303 notice provides no admissible evidentiary proof to contradict plaintiff's prima facie showing and therefore defendant's RPAPL 1303 defense must be stricken.

With respect to service of the pre-foreclosure RPAPL 1304 90-day notices, the proof required to prove strict compliance with the statute (RPAPL 1304) can be satisfied: 1) by plaintiff's submission of an affidavit of service of the notices (*see CitiMortgage, Inc. v. Pappas,* 147 AD3d 900, 47 NYS3d 415 (2nd Dept., 2017); *Bank of New York Mellon v. Aquino,* 131 AD3d 1186, 16 NYS3d 770 (2nd Dept., 2015); *Deutsche Bank National Trust Co. v. Spanos,* 102 AD3d 909, 961 NYS2d 200 (2nd Dept., 2013)); or 2) by plaintiff's submission of sufficient proof to establish proof of mailing by the post office (*see HSBC Bank USA, N.A. v. Ozcan,* 154 AD3d 822. 64 NYS3d 38 (2nd Dept., 2017); *CitiMortgage, Inc. v. Pappas, supra pg. 901; see Wells Fargo Bank, N.A. v. Trupia,* 150 AD3d 1049, 55 NYS3d 134 (2nd Dept., 2017)). Once either method is established a presumption of receipt arises (*see Viviane Etienne Medical Care, P.C. v. Country-Wide Insurance Co., supra.; Flagstar Bank v. Mendoza,* 139 AD3d 898, 32 NYS3d 278 (2nd Dept., 2016); *Residential Holding Corp. v. Scottsdale Insurance Co.,* 286 AD2d 679, 729 NYS2d 766 (2nd Dept., 2001)).

In this case, the record shows that there is sufficient evidence to prove that mailing by certified and first class mail was done by the post office proving strict compliance with RPAPL 1304 mailing requirements. Plaintiff has submitted proof in the form of an "affidavit of mailing" from a Ditech document execution representative confirming that the mailings were done on August 3, 2013 which was more than 90 days prior to commencing this action; together with four copies of the 90 day notices; two copies with respect to first class mailing sent to the mortgagors at the mortgaged premises; and two copies with respect to the certified mailing containing twenty digit certified article (tracking) numbers sent to the mortgagors at the mortgaged premises; together with two copies of the RPAPL 1306 filing statements with the New York State Department of Financial Services confirming mailing of the notices to the defendants/mortgagors. Such proof is entirely consistent with the evidence submitted by the plaintiff in *HSBC Bank USA, N.A. v. Ozcan supra.* which the appellate court determined was in strict compliance with RPAPL 1304 requirements (*see also Nationstar Mortgage, LLC. v. LaPorte,* 2018 NY Slip Op 04334 (2nd Dept., 6/13/2018); *Bank of America, N.A. v. Brannon,* 156 AD3d 1, 63 NYS3d 352 (1st Dept., 2017)). Defense counsel's conclusory denial of service, is not supported by any relevant, admissible evidence sufficient to raise a genuine issue of fact which would defeat plaintiff's summary judgment motion (*see PHH Mortgage Corp., v. Muricy,* 135 AD3d 725, 24 NYS3d 137 (2nd Dept., 2016); *HSBC Bank v. Espinal,* 137 AD3d 1079, 28 NYS3d 107 (2nd Dept., 2016)).

Similarly, the plaintiff has submitted sufficient proof of service of the mortgage default notice as required under the terms of the mortgage by submission of the Ditech's representative's affidavit attesting to timely service, together with a copy of mortgage default notice dated February

16, 2011 which was addressed to defendant Laura Lynn Aloe at the mortgaged residential premises. A copy of the mailing label of the mortgage default notice was also submitted containing a ten-digit tracking number with respect to the first class mailing. Such evidence provides sufficient proof to establish plaintiff's substantial compliance with mortgage requirements and defense counsel's conclusory claim of plaintiff's alleged failure to prove service of such notice fails to raise any genuine issue of fact sufficient to defeat plaintiff's summary judgment motion (*see PHH Mortgage Corp. v. Muricy, supra.*).

With respect to defendant Frank Aloe's claim that the complaint must be dismissed as against him for failure to seek judgment within one year of his default, CPLR 3215(c) provides that "if the plaintiff fails to take proceedings for the entry of judgment within one year after a default, the court shall not enter judgment but shall dismiss the complaint as abandoned, without costs, upon its own initiative or on motion unless sufficient cause is shown why the complaint should not be dismissed." As long as proceedings are being taken which manifest an intent not to abandon the action but to seek judgment, the action should not be subject to dismissal (*Brown v. Rosedale Nurseries,* 259 AD2d 256, 686 NYS2d 22 (1st Dept., 1999); *Aurora Loan Services, LLC v. Gross,* 139 AD3d 772, 32 NYS3d 249 (2nd Dept., 2016)). Plaintiff has submitted sufficient evidence to establish "sufficient cause" why the complaint should not be dismissed based upon its repeated attempts to review the mortgagors' loss mitigation options and the necessity to remove a senior mortgage lien filed against the mortgaged premises. No legal grounds therefore exist to dismiss plaintiff's complaint as abandoned.

With respect to defendant 195 Browy Associates plea for equitable relief, no legal or equitable grounds exist to further delay plaintiff's prosecution of this foreclosure action based upon this defendant's request that this court determine some form of "remedy" to enable it to continue to occupy a portion of the mortgaged premises based upon the defendants/mortgagors' unauthorized attempt to unlawfully subdivide the mortgaged premises.

Finally with respect to the answering defendants' (Laura Lynn Aloe & 195 Browy Associates) remaining affirmative defenses set forth in their answers, both defendants have failed to raise any admissible evidence to support any of their remaining affirmative defenses in opposition to plaintiff's motion. Accordingly, those defenses must be deemed abandoned and are hereby dismissed (*see Kronick v. L.P. Therault Co., Inc.*, 70 AD3d 648, 892 NYS2d 85 (2nd Dept., 2010); *Citibank, N.A, v. Van Brunt Properties, LLC,* 95 AD3d 1158, 945 NYS2d 330 (2nd Dept., 2012); *Flagstar Bank v. Bellafiore,* 94 AD3d 0144, 943 NYS2d 551 (2nd Dept., 2012); *Wells Fargo Bank Minnesota, N.A. v. Perez,* 41 AD3d 590, 837 NYS2d 877 (2nd Dept., 2007)).

Accordingly, defendant Frank Aloe's cross motion is denied and plaintiff's motion seeking an order granting summary judgment and for the appointment of a referee is granted. The proposed order of reference has been signed simultaneously with execution of this order.

Dated: June 28, 2018

HON. HOWARD H. HECKMAN, JR.

J.S.C.