Artificial Intelligence Tech. Corp. v Robotic Ventures LLC
2019 NY Slip Op 32522(U)
August 22, 2019
Supreme Court, New York County
Docket Number: 655886/2017
Judge: Gerald Lebovits
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. GERALD LEBOVITS **PART** IAS MOTION 7EFM

Justice

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ARTIFICIAL INTELLIGENCE TECHNOLOGIES CORPORATION,

Plaintiff,

- v -

ROBOTIC VENTURES LLC,

Defendant.

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INDEX NO. 655886/2017

MOTION DATE 12/11/2017

MOTION SEQ. NO. 001

DECISION AND ORDER

The following e-filed documents, listed by NYSCEF document number (Motion 001) 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

were read on this motion to DISMISS.

Otterbourg P.C. (John Bougiamas of counsel), for plaintiff.
Rex Whitehorn & Associates, P.C. (Rex Whitehorn of counsel), for defendant.

Gerald Lebovits, J.:

Plaintiff commenced this action against defendant Robotic Ventures LLC alleging that defendant breached an agreement for the purchase of securities issued by plaintiff. Plaintiff seeks payment from defendant for the alleged outstanding amount due under the agreement. Defendant contests plaintiff's breach claim and asserts several affirmative defenses and two counterclaims, including breach of contract and fraudulent inducement. Plaintiff now moves under CPLR 3211 (a) (1) and (7) for dismissal of defendant's fifth and seventh affirmative defenses and counterclaims alleging breach of contract and fraudulent inducement.

BACKGROUND

Plaintiff is a corporation organized under the laws of Delaware operating in the artificial intelligence and cloud computing spaces. Defendant is a Nevada limited liability corporation. Both parties maintain their principal places of business in New York State.

On December 20, 2016, plaintiff and defendant entered into an agreement (the "subscription agreement") through which plaintiff offered defendant an aggregate of 245 shares of plaintiff's Class A Common Stock in a private placement. The securities offered were not registered under the Securities Act of 1933, or any securities laws of any state of

the United States. Under the agreement, defendant agreed to purchase the offered securities for an aggregate purchase price of $2,117,000.

Under Appendix A to the subscription agreement, defendant's purchase of the securities was to take place in three separate tranches. The first tranche included 51 shares of the stock for a purchase price of $500,000. Under the subscription agreement, the first tranche's closing was scheduled for December 20, 2016, the same date on which the agreement was executed. Additionally, plaintiff agreed to grant defendant a seat on plaintiff's board of directors. Defendant designated Vivian Lee as its representative.

Simultaneously, the parties also entered into a shareholder agreement, as well as a separate side letter agreement (the "side letter") under which the parties agreed that defendant's payment for the first tranche of securities would be made over a six-month period by wire transfer. Under the side letter, defendant's payment for the first tranche of securities would be made as follows: (i) $200,000 upon execution of the subscription agreement, (ii) $30,000 payable on or before March 20, 2017, (iii) $30,000 payable on or before April 20, 2017, and (iv) $240,000 payable on or before May 20, 2017.

In accordance with the side letter, defendant made payment to plaintiff of the initial $200,000 upon executing the subscription agreement. Plaintiff then issued 20.40 shares to defendant. Following this, plaintiff established an online investor portal titled "Basecamp" in order to facilitate communications regarding payments under the side letter. In addition, defendant designated Lee as its single point of contact with plaintiff.

On March 6, 2017, plaintiff issued a cash call to defendant requesting the latter's payment of the first $30,000 due under the side letter. Defendant made the payment on March 20, 2017, by wire transfer, and plaintiff issued 3.06 shares to defendant. Plaintiff also did the same on April 15, 2017, for the second $30,000 payment due under the side letter. Defendant made the second payment on April 22, 2017, by wire transfer, and plaintiff issued 3.06 shares to defendant.

On May 15, 2017, plaintiff issued a third cash call to defendant requesting the latter's payment of the final $240,000 due under the side letter. Defendant did not respond to the May 15 cash call. Following defendant's non-response, on May 22, 2017, plaintiff posted a message to the Basecamp platform requesting that defendant divulge its intentions with respect to the cash call by close of business that day. Defendant responded by stating that rather than make the $240,000 payment as required under the side letter, it would instead make a partial payment of $30,000.

In answer, plaintiff rejected defendant's offer and stated that if defendant did wire the $30,000 it would be returned. Plaintiff also stated that it would be issuing a notice of default. On May 23, 2017, defendant wired $30,000 to plaintiff and stated that further payments would be forthcoming conditioned on plaintiff's provision of specified back-up documentation relating to plaintiff's itemized expenses and confidential financial information relating to Mills Media Arts (MMA), plaintiff's majority shareholder and chief marketing partner.

On the same date, plaintiff responded to defendant by rejecting the latter's $30,000 payment as not in compliance with the terms of the side letter. It also told defendant that the information it sought was related to MMA, not plaintiff, and therefore defendant was not entitled to such information under the subscription and shareholder agreements. Plaintiff also reiterated its contention that defendant was in default under the subscription agreement and side letter.

Defendant acknowledged plaintiff's responses on May 24, 2017, and stated that a response would be forthcoming. Defendant also requested additional information regarding the salaries of MMA individuals providing services to plaintiff. Plaintiff answered this request by once again stating that the information defendant sought was confidential MMA financial information and was outside the scope of the terms of the subscription and shareholder agreements. Defendant responded to plaintiff's answer by reiterating its request for the information.

On May 26, 2017, plaintiff issued a notice of default under the subscription agreement to defendant, and returned defendant's $30,000 payment by cashier's check. Plaintiff also reiterated its contention that nothing in the subscription agreement required MMA to disclose any financial information.

Defendant did not respond to the notice of default. On June 13, 2017, Lee advised plaintiff that defendant wanted to exit the business and sell its shares of plaintiff's stock, and that she would be resigning from plaintiff's board of directors. Plaintiff ratified Lee's resignation from the board on June 14, 2017.

On June 30, 2017, plaintiff advised defendant that, as a result of its alleged default, it had forfeited ownership of the purchased securities. Plaintiff also made a demand for immediate payment of the $240,000 representing the unpaid portion of funds due under the side letter for the first tranche. Plaintiff told defendant that unless it made this payment that it would be compelled to commence legal action.

To date, defendant has not made the payment. As a result, Plaintiff brought suit. Plaintiff now moves to dismiss defendant's affirmative defenses and counterclaims regarding breach of contract and fraudulent inducement.

DISCUSSION

A party may move for judgment dismissing one or more defenses, on the ground that a defense is not stated or has no merit. (CPLR 3211 [b].) If the moving party "properly challenges the factual basis" of the defense, the party asserting the defense must come forward with evidence sufficient to "raise an issue as to the facts pleaded." (*Leonard v Leonard*, 31 AD2d 620, 620 [1st Dep't 1968].) Affirmative defenses that plead "conclusions of law without supporting facts" may be properly dismissed. (*170 West Village v G&E Realty, Inc.*, 56 AD3d 372, 372-373 [1st Dep't 2008].)

When ruling on a CPLR 3211 motion to dismiss, this court must accept as true the facts as alleged in the pleadings and submissions in opposition to the motion, accord the non-moving party the benefit of every possible favorable inference and determine only whether the facts as alleged fit within any cognizable legal theory. (*See Whitebox Concentrated Convertible Arbitrage Partners, L.P. v Superior Well Services, Inc.*, 20 NY3d 59, 63 [2012].)

However, "allegations consisting of bare legal conclusions as well as factual claims flatly contradicted by documentary evidence are not entitled to any such consideration." (*Maas v Cornell University*, 94 NY2d 87, 91 [1999]) (internal quotation marks and citation omitted.)

In assessing a motion under CPLR 3211 (a) (1), the motion may be granted "only where the documentary evidence utterly refutes [the non-moving party's] factual allegations, conclusively establishing a defense as a matter of law." (*Goshen v Mutual Life Ins. Co. of New York*, 98 NY2d 314, 326 [2002].) "One example of such proof is an unambiguous contract that indisputably undermines the asserted causes of action." (*Whitebox*, 20 NY3d at 63.)

In assessing a motion under CPLR 3211 (a) (7), "[w]hen evidentiary material is considered, the criterion is whether the proponent of the pleading has a cause of action, not whether he has stated one." (*Guggenheimer v Ginzburg*, 43 NY2d 268, 275 [1977].)

I. Plaintiff's Motion to Dismiss[1]

A. Defendant's Affirmative Defenses and Counterclaim Asserting Breach of Contract

Defendant contends, in its fifth and seventh affirmative defenses, that "[p]laintiffs breached any agreement between [p]laintiffs and [d]efendants" and that "[p]laintiff failed to perform under the [a]greement." (Notice of Motion, Ex. B at ¶¶ 51, 53.) Defendant also asserts, in its second counterclaim, that "[p]laintiff specifically represented and warranted that it had the capabilities as described in the subscription agreement and any

[1] As a threshold matter, defendant asserts that plaintiff's motion is procedurally deficient because it is not accompanied by an affidavit by a person having personal knowledge of the facts alleged. But plaintiff submitted its complaint, verified by a person with knowledge (plaintiff's CEO). That verified pleading qualifies as an affidavit for these purposes. (*See* CPLR 105 [u].)

Plaintiff in turn argues that the Lee affidavit is procedurally deficient and should not be considered. The basis for plaintiff's argument is that Lee, and the witnessing notary, signed the affidavit electronically, and that it does not identify Lee's title, role in the transactions, or the basis for her statements. However, this court is in possession of a hand signed copy of the Lee affidavit that is duly notarized. Additionally, the Lee affidavit plays a minimal role in this court's conclusions below. Therefore, plaintiff's request is denied.

offering documents," and that it has "suffered damages" as a result of "[p]laintiff's breach of the subscription agreement." (Notice of Motion, Ex. B at ¶ 72, 73.)

This court will refer to these affirmative defenses and counterclaim collectively herein as defendant's "breach claims."

In its motion to dismiss, plaintiff contends that defendant's allegations are impermissibly conclusory and fail to state a cause of action. Plaintiff notes that defendant did not cite to any specific contractual provision allegedly breached and did not provide any factual details to support its facially conclusory allegations. Plaintiff argues that these omissions are fatal to defendant's breach claims and therefore they must be dismissed.

In opposition, defendant argues that it identified in its answer that plaintiff breached the section of the subscription agreement containing plaintiff's representations and warranties. Defendant alleges that plaintiff represented that it had the "capabilities," specifically the "knowledge and authorizations," to perform the contract and conduct its business, but that defendant was damaged when plaintiff "fail[ed] to perform." (Affirmation in Opposition at ¶ 40.)

Defendant contends that its breach claims are sufficiently specific because it asserted that plaintiff acted "in a general manner to swindle the [d]efendant." (Affirmation in Opposition at ¶ 41.) Defendant also argues that dismissal based on a lack of evidentiary support is inappropriate in the context of a CPLR 3211 motion, and that discovery is necessary in order to permit defendant to further particularize its breach claims.

In reply, plaintiff argues that defendant has mischaracterized plaintiff's representations and warranties contained in section 5 of the subscription agreement, specifically section 5 [a]. Plaintiff also argues that, as a result of this mischaracterization, defendant has not actually alleged a breach of that contractual provision. Thus, plaintiff maintains that defendant's breach claims must be dismissed for failure to state a claim.

Plaintiff's motion to dismiss defendant's breach claims are granted under CPLR 3211 (a) (1) and (7).

If a contract's terms "unambiguously contradicts the allegations supporting a litigant's cause of action for breach of contract, the contract itself constitutes documentary evidence" necessitating dismissal under CPLR 3211 (a) (1). (*150 Broadway N.Y. Assoc., L.P. v Bodner*, 14 AD3d 1, 5 [1st Dep't 2004].) A written contract "that is complete, clear and unambiguous on its face must be enforced according to the plain meaning of its terms." (*Greenfield v Philles Records, Inc.*, 98 NY2d 562, 569 [2002].)

The terms of the contract "establish the rights of the parties and prevail over conclusory allegations of the [pleading]." (*805 Third Ave. Co. v M.W. Realty Assoc.*, 58 NY2d 447, 451 [1983].) Additionally, a cause of action for breach of contract may be properly dismissed for failure to state a claim where the claimant "fail[s] to allege the

breach of any particular contractual provision." (*Kraus v Visa Intl. Serv. Assn.*, 304 AD2d 408, 408 [1st Dep't 2003].)

Plaintiff's representations and warranties are provided in section 5 of the subscription agreement. The only provision apparently contested by the parties is section 5 [a]. The other provisions all deal with plaintiff's responsibilities as to issuing the securities to defendant post-payment, or with the status and number of securities issued. Defendant has not alleged that it was not issued securities that it duly paid for under the subscription agreement.

In section 5 [a] of the subscription agreement, plaintiff represented and warranted that it was:

> "[D]uly formed and validly existing under the laws of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other authorizations, approvals, permits and order required by law for the conduct by the Company of its business as it is currently being conduct." (Notice of Motion, Ex. A, Subscription Agreement at § 5 [a].)

Based on the plain meaning of this section's terms, the subscription agreement unambiguously contradicts the allegations supporting defendant's breach claims. The provision makes no warranties or representations regarding either (1) plaintiff's capabilities to perform under the subscription agreement, other than securing the necessary authorizations from state authorities, or (2) plaintiff's requisite knowledge to conduct its business.

Additionally, defendant does not allege that plaintiff has not procured the necessary authorizations, approvals or permits required to conduct its business. Therefore, the subscription agreement itself constitutes documentary evidence warranting dismissal of defendant's breach claims under CPLR 3211 (a) (1). (*150 Broadway*, 14 AD3d at 5.)

The breach claims are also dismissed under CPLR 3211 (a) (7). As discussed above, defendant has failed to actually allege a breach of section 5 [a] of the subscription agreement. Defendant also does not cite to or reference any other contractual provision to supplement its breach claims. Therefore, because defendant's breach claims are conclusory and factually unsupported, and fail to allege the breach of any particular provision in the subscription agreement, they are dismissed under CPLR 3211 (a) (7). (*See Kraus*, 304 AD2d at 408; *170 West Village*, 56 AD3d at 372-373.)

Defendant argues that without conducting discovery, it cannot plead with particularity the specific basis for its claim that plaintiff breached section 5 of the subscription agreement. Defendant therefore contends that dismissing its breach claims would be premature at this stage of the litigation. This court disagrees.

Defendant's assertion that discovery is necessary in order to further particularize its breach claims "is based on nothing more than [an] unsubstantiated hope of discovering something relevant to [its] claims, and is an insufficient reason to deny [plaintiff's] motion." (*Leonard v Gateway II, LLC*, 68 AD3d 408, 410 [1st Dep't 2009].)

Defendant's breach claims are necessarily based on the provisions of the subscription agreement, which it already possesses. Defendant thus already had the means to adequately allege breach of contract in its answer and opposition papers. To deny plaintiff's motion to dismiss defendant's breach claims pending further discovery therefore "would result in impermissibly sanctioning [a] fishing expedition[] premised upon surmise, conjecture and speculation." (*Kennerly v Campbell Chain Co., Campbell Chain Div. McGraw-Edison Co.*, 133 AD2d 669, 670 [2d Dep't 1987].)

B. Defendant's Counterclaim for Fraudulent Inducement

Defendant also contends, in its second counterclaim, that plaintiff fraudulently induced defendant to enter into the subscription agreement. Defendant alleges that plaintiff, "through its agents," misrepresented to defendant that plaintiff and MMA "had the knowledge and experience regarding various technologies and networks to become a leader in artificial intelligence technologies." (Notice of Motion, Ex. B at ¶ 60.)

Defendant alleges that this misrepresentation was knowingly false when made, that that this misrepresentation was a material inducement for it to enter into the subscription agreement, and that defendant reasonably relied on this misrepresentation. (*Id.* at ¶¶ 61, 62.) Defendant also alleges the same for alleged misrepresentations regarding plaintiff's financial wherewithal to fund future tranches under the agreement, its assets, and its financial and technological capabilities. (*Id.* at ¶¶ 63-65.)

Defendant contends that but for these fraudulent misrepresentations, it would not have entered into the subscription agreement. (*Id.* at 66.) Defendant does not specify an amount of money damages incurred as a result of plaintiff's alleged fraudulent inducement. (*Id.* at ¶ 67.) Defendant only claims damages "in the amount it has been duped into paying [p]laintiff." (Lee Affidavit at ¶ 26.)

In its motion to dismiss, plaintiff argues that the subscription agreement, specifically the disclaimers regarding reliance by the defendant on any communications from plaintiff in deciding to purchase the securities, provide a defense based on documentary evidence which bars defendant's counterclaim of fraudulent inducement.

In opposition, defendant argues that the disclaimers are not sufficiently specific as to the particular representations that defendant claims were fraudulent, and therefore do not bar its counterclaim for fraudulent inducement. Defendant also argues that the merger clause contained in the shareholder agreement does not bar its introduction of parol evidence to substantiate its counterclaim. Accordingly, Defendant asserts that it has sufficiently plead its fraudulent inducement counterclaim.

In reply, plaintiff argues that the disclaimers in the subscription agreement do specifically disclaim the fraudulent representations that defendant alleges. Plaintiff also notes that none of defendant's alleged representations appear in the subscription agreement's terms, or in any of the related documents. As a result, plaintiff contends that defendant cannot establish that it relied on any such alleged representations in entering into the subscription agreement.

Additionally, plaintiff argues that, even if the disclaimers are not controlling, defendant has failed to state a cause of action for fraudulent inducement. Plaintiff claims that defendant is a sophisticated business entity, and that defendant's reliance solely on allegedly fraudulent oral representations in deciding to enter into the subscription agreement was not reasonable as a matter of law.

Plaintiff's motion to dismiss defendant's counterclaim for fraudulent inducement is granted under CPLR 3211 (a) (7).

A claim alleging fraudulent inducement may not be maintained if "specific disclaimer provisions in the contract . . . disavow reliance upon oral representations." (*Laxer v Edelman*, 75 AD3d 584, 586 [2d Dep't 2010] (citing *Danann Realty Corp. v Harris*, 5 NY2d 317 [1959]); see also *JMC Northeast Corp. v Porcelli*, 100 AD3d 552, 552-553 [1st Dep't 2012].) Where the alleged oral misrepresentations concern facts "peculiarly within the seller's knowledge," however, a party "may not be precluded from claiming reliance . . . notwithstanding the execution of a specific disclaimer." (*Steinhardt Group v Citicorp*, 272 AD2d 255, 257 [1st Dep't 2000].)

To state a cause of action for fraudulent inducement, a party must allege (1) a knowing misrepresentation or omission of material fact, (2) which is intended to induce reliance upon it, (3) justifiable reliance on the misrepresentation or omission, and (4) injury. (*See Connaughton v Chipotle Mexican Grill, Inc.*, 29 NY3d 137, 142 [2017]; *Merrill Lynch, Pierce, Fenner & Smith, Inc. v Wise Metals Group, LLC*, 19 AD3d 273, 275 [1st Dep't 2005].)

Whether reliance on the alleged misrepresentation was justified is an issue of fact. (*Gonzalez v 40 West Burnside Ave. LLC*, 107 AD3d 542, 544 [1st Dep't 2013].) To adequately allege an injury, however, the claimant must allege actual pecuniary loss and not merely the loss of a contractual bargain. (*Connaughton*, 29 NY3d at 142-143.)

In the subscription agreement, defendant acknowledged: (i) that it "relied only on the information contained" in the offering documents furnished to it, (ii) that "it [was] not relying on any communication (written or oral) of the [plaintiff] . . . as investment or tax advice or as a recommendation to purchase the Securities," and (iii) that it was "familiar with the business and financial condition and operation of the [plaintiff]," and "had access to such information concerning the [plaintiff] and the Securities as it deem[ed] necessary to enable it to make an informed investment decision." (Notice of Motion, Ex. A, Subscription Agreement at ¶ 6 [b].)

Defendant also acknowledged: (a) that it was "not relying on (and will not at any time rely on) any communication (written or oral) of the [plaintiff], as investment advice or as a recommendation to purchase the securities," (b) that "the [plaintiff] has not . . . given any guarantee or representation as to the potential success, return, effect or benefit . . . of an investment in the Securities," and (c) that "[i]n deciding to purchase the Securities, the [defendant] is not relying on the advice or recommendations of the [plaintiff] and the [defendant] has made its own independent decision that the investment in the Securities is suitable and appropriate for the [defendant]." (*Id.* at ¶ 6 [c].)

These disclaimers are not sufficiently specific to bar defendant's fraudulent inducement claim. Although they do generally disclaim any reliance by defendant on communications or representations from plaintiff, or its agents, as a recommendation to enter into the agreement, they do not specifically disclaim representations regarding plaintiff's knowledge, experience or financial wherewithal. The disclaimers must be more specific to those representations in order to constitute a bar to defendant's counterclaim. (*Cf. Porcelli*, 100 AD3d at 552-553; *Laxer*, 75 AD3d at 586.)

Moreover, defendant's alleged oral misrepresentations seemingly concern facts peculiarly within plaintiff's knowledge. Only plaintiff, presumably, possesses knowledge regarding its knowledge, experience, financial condition, assets, and technological capabilities. None of this information was included in plaintiff's offering documents. Yet whether these facts were peculiarly within plaintiff's knowledge, and whether defendant could have with reasonable diligence ascertained them, presents questions of fact that cannot be resolved on the motion papers. (*See Steinhardt*, 272 AD2d at 257; *see also Tahini Invs. v Bobrowsky*, 99 AD2d 489, 490 [2d Dep't 1984].)

Nevertheless, defendant's counterclaim for fraudulent inducement must be dismissed for failure to state a claim. Defendant has not alleged any actual monetary loss as a result of plaintiff's alleged misrepresentations. The Lee affidavit only claims damages for the amounts it paid to plaintiff under the subscription agreement, and defendant's counterclaim seeks damages in an amount to be determined at trial. (Notice of Motion, Ex. B at ¶ 67; Lee Affidavit at ¶ 26.)

Neither of these satisfy New York's requirement of alleging actual pecuniary loss, rather than mere loss of a contractual bargain. (*Connaughton*, 29 NY3d at 142-143.) This court may not "read into [the] allegations a claim for cognizable damages . . . under the guise of liberally construing the [pleading]." (*Id.* at 144.) Therefore, defendant's counterclaim is dismissed under CPLR 3211 (a) (7).

II. Defendant's Request to Re-plead its Affirmative Defenses and Counterclaims

Defendant requests leave under CPLR 3211 (e) to re-plead its deficient affirmative defenses and counterclaims.

The standard applied on a motion for leave to re-plead under CPLR 3211 (e) is the standard governing motions for leave to amend under CPLR 3025. (*Janssen v*

Incorporated Vil. of Rockville Ctr., 59 AD3d 15, 27 [2d Dep't 2008].) A motion for leave to re-plead should be freely given unless "the proposed . . . [re-pleading] is palpably insufficient or patently without merit." (*Boakye-Yiadom v Roosevelt Union Free School Dist.*, 57 AD3d 929, 931 [2d Dep't 2008]; *see also McGhee v Odell*, 96 AD3d 449, 450 [1st Dep't 2012].)

Defendant's request for leave to re-plead its deficient affirmative defenses and counterclaims under CPLR 3211 (e) is denied as to its breach claims, but granted as to its counterclaim for fraudulent inducement.

As to defendant's breach claims, defendant has had ample opportunity to adequately allege breach of the representations and warranties contained in section 5 of the subscription agreement, the only section to which they attach their claims. Defendant failed to do so, alleging breach of representations not actually present in the agreement's terms. Allowing the defendant to re-plead its breach claims would thereby sanction re-pleading claims that are patently without merit.

As to defendant's counterclaim for fraudulent inducement, defendant merely failed to plead cognizable damages. The counterclaim is not palpably insufficient or patently without merit, as the disclaimers in the subscription agreement do not bar it. Defendant has also otherwise properly alleged the other elements of its claim with sufficient particularity to satisfy the requirements of CPLR 3016 (b). (*See Eurycleia Partners, LP v Seward & Kissel, LP*, 12 NY3d 553, 559 [2009] (the pleading need only allege basic facts to establish the elements of fraud, and "CPLR 3016 (b) is satisfied when the facts suffice to permit a reasonable inference of the alleged misconduct.")

ACCORDINGLY, it is

ORDERED that plaintiff's motion to dismiss under CPLR 3211 as to defendant's fifth and seventh affirmative defenses, and first and second counterclaims, is granted; and it is further

ORDERED that defendant's request under CPLR 3211 (e) to re-plead its fifth and seventh affirmative defenses, and first and second counterclaims, is granted only as to defendant's first counterclaim, and is otherwise denied.

08/22/2019
DATE

GERALD LEBOVITS, J.S.C.

CHECK ONE:		CASE DISPOSED		X	NON-FINAL DISPOSITION		
	X	GRANTED	☐ DENIED		GRANTED IN PART	☐	OTHER
APPLICATION:		SETTLE ORDER			SUBMIT ORDER		
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