Freedom Mtge. Corp. v 1 Zlotchev 302 Corp.
2025 NY Slip Op 35241(U)
June 12, 2025
Supreme Court, Orange County
Docket Number: Index No. 001139-2015
Judge: Brett A. Broge
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At a term of the IAS Part of the Supreme Court of the State of New York, held in and for the County of Orange, at 285 Main Street, Goshen, New York 10924 on the 12th day of June, 2025

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE
----------X
FREEDOM MORTGAGE CORPORATION,

Plaintiff,

-against-

1 ZLOTCHEV 302 CORP., BOARD OF MANAGERS OF THE FOREST WAY CONDOMINIUM, CITIBANK, N.A, MOSHE POLATCHEK, TOBY POLATCHEK, JOEL POLATCHEK, BREINDY POLATCHEK, ETTY POLATCHEK, LIPA POLATCHEK, FRUMIT MARMORSTEIN,

Defendants.
----------X

To commence the statutory time for appeals as of right (CPLR 5513 [a]), you are advised to serve a copy of this order, with notice of entry, on all parties.

DECISION & ORDER

Index No.: 001139-2015
Motion date: 2/25/2025
Motion Seq.: #11 & #12

BROGE, J.S.C.

The following documents were considered in connection with plaintiff's motion to confirm the Referee's Report and Judgment of Foreclosure and Sale (Motion #11); and defendant 1 Zlotchev 302 Corp.'s ("Zlotchev") motion seeking renewal of plaintiff's motion for summary judgment and defendant's cross-motion for summary judgment dismissing the complaint; and upon renewal, vacating the orders entered on August 22, 2024, and in their stead, entering an order denying plaintiff's motion for summary judgment, granting defendant's cross-motion for summary judgment dismissing the complaint, cancelling the mortgage of record, and cancelling the notice of pendency (Motion #12).

PAPERS	NYSCEF DOCUMENTS
Motion Sequence No. 11	
Notice of Motion/Affirmation in Support/Ex's A-NN1/Bill of Costs.....	243-300
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Statement of Facts and Procedural History

This is a mortgage foreclosure action involving real property in Monroe, New York. A prior foreclosure action on the same mortgage commenced in 2008 ("the first action") under Index No. 7515/2008 (*see* NYSCEF Doc. No. 291 at 15; NYSCEF Doc. No. 95). That action was discontinued by stipulation, so-ordered by the Supreme Court (Slobod, J.) on January 30, 2013 (NYSCEF Doc. No. 273 at 3; NYSCEF Doc. No. 96).

Plaintiff commenced the present action on February 19, 2015,[1] by filing a summons, verified complaint, and notice of pendency. The complaint alleges that on May 26, 2005, former defendant Herschel Engel ("Engel") executed a note secured by a mortgage in favor of Fairmont Funding Ltd. (NYSCEF Doc. No. 247 ¶¶ 4-5). The mortgage was assigned to plaintiff on September 11, 2009, and the note, endorsed in blank, delivered to plaintiff before the action commenced (*id.* ¶¶ 10, 12). According to the complaint, Engel defaulted on the loan by failing to pay the installment due on March 1, 2008, and every payment due thereafter (*id.* ¶ 14).

On March 19, 2015, Engel filed an answer asserting multiple defenses, including that the action is barred by the six-year statute of limitations (NYSCEF Doc. No. 272 at 3).

Thereafter, Engel filed a motion for summary judgment dismissing the complaint and plaintiff cross-moved for summary judgment and an order of reference. By Decision and Order,

1 The action was originally assigned to the Honorable Sandra B. Sciortino, J.S.C., but has since been re-assigned to the undersigned following Judge Sciortino's retirement from the bench.

dated November 12, 2015, this Court (Sciortino, J.) denied Engel's motion to dismiss and granted plaintiff's motion for summary judgment (NYSCEF Doc. No. 273). The Court held that plaintiff validly revoked 2008 acceleration of the loan when it stipulated to discontinue that action in 2013 and as such, the action was not barred by the statute of limitations (*id.* at 13). Engel appealed the order in March 2016 (NYSCEF Doc. No. 274).

In July 2018, the Appellate Division, Second Department, reversed, holding that the 2013 stipulation did not constitute an *affirmative* act to revoke the loan's acceleration of the loan because the stipulation was silent on this specific issue (*Freedom Mtge. Corp. v Engel*, 163 AD3d 631, 633 [2d Dept 2018] [emphasis added]). Accordingly, the Court granted Engel's motion to dismiss on the ground that the statute of limitations expired prior to the commencement of the action. Plaintiff received leave to appeal to the Court of Appeals.

In February 2021, the Court of Appeals reversed again (*see Freedom Mtge. Corp. v Engel*, 37 NY3d 1 [2021]). The Court clarified that "where acceleration occurred by virtue of the filing of a complaint in a foreclosure action, the noteholder's voluntary discontinuance of that action constitutes an affirmative act of revocation of that acceleration as a matter of law, absent an express, contemporaneous statement to the contrary by the noteholder" (*id.* at 32). Thus, the Court found that "[plaintiff] validly revoked the prior acceleration" and reinstated the complaint (*id.* at 33). The matter was remitted back to the Appellate Division for consideration of issues raised but not resolved by that Court (*id.* at 34).

In October 2021, plaintiff's motion for summary judgment was again denied by the Second Department. The Court held that plaintiff failed to establish, prima facie, that it was in possession of the note at the commencement of the action and that it complied with the notice of default

provisions of the mortgage agreement (*see Freedom Mtge. Corp. v Engel*, 198 AD3d 877, 879-880 [2d Dept 2021]). The case then returned to the Supreme Court for further proceedings.

In November 2022, Zlotchev was added as a defendant as it had acquired Engel's interest in the property in 2021 (*see* NYSCEF Doc. No. 61 at 1-2).

In December 2022, the New York Legislature enacted the Foreclosure Abuse Prevention Act (FAPA) (L. 2022, ch. 821; *see* Senate Mem in Support of 2022 N.Y. Senate Bill S5473D). Relevant here, FAPA amended section 3217 of the CPLR by adding a new subdivision (e) stating that:

> [i]n any action on an instrument described under [CPLR 213(4)], the voluntary discontinuance of such action, whether on motion, order, stipulation or by notice, shall not, in form or effect, waive, postpone, cancel, toll, extend, revive or reset the limitations period to commence an action and to interpose a claim, unless expressly prescribed by statute

(*see* L 2022, ch 281, § 8).

In March 2024, after further motion practice, plaintiff again moved for summary judgment (Motion #9) and Zlotchev cross-moved for summary judgment dismissing the complaint as time-barred under CPLR 3217(e) (Motion #10). At the center of the parties' contentions was whether FAPA, and specifically CPLR 3217(e), was intended to be applied retroactively, and if so, whether retroactive application of FAPA was constitutional. At the time of the filing of these motions, the Second Department had yet to expressly rule on either of these issues.

By Decision and Order dated August 22, 2024, the Court (Sciortino, J.) denied Zlotchev's cross-motion to dismiss and granted plaintiff's application for summary judgment (NYSCEF Doc. No. 295, exhibit LL). The court held that the stated purpose of FAPA made its retroactive application to this case inappropriate because the 2013 stipulation to discontinue was not a

unilateral act to discontinue the first action, and because the subject property was not owner-occupied (*id.* at 13, 18 [emphasis added]). Additionally, the Court found that, in any event, applying FAPA would violate the Contracts Clause of the U.S. Constitution as it "would utterly destroy the security of a mortgage" (*id.* at 20). Thus, the Court adhered to its original holding, that the 2013 stipulation to discontinue validly revoked the 2008 acceleration of the loan, and denied Zlotchev's argument to dismiss the complaint pursuant to CPLR 3217(e).

The Court further held that plaintiff established its entitlement for summary judgment and granted plaintiff's application for an Order of Reference.

Motion Sequence 11

Now, by Notice of Motion filed on November 21, 2024, plaintiff moves for an order confirming the referee's report and judgment of foreclosure and sale. Zlotchev opposes the motion on the ground that the Referee's report is not substantially supported by the record. Specifically, Zlotchev argues that plaintiff relies on inadmissible hearsay in asserting the amount due; and failed to lay the foundation for the admission of electronic records showing the loan's payment history. In reply, plaintiff asserts that the Referee's computations are supported by admissible evidence and that its affidavits in support qualify as admissible business records under CPLR 4518(a).

Motion Sequence 12

Additionally, by Notice of Motion filed on January 15, 2025, Zlotchev moves, pursuant to CPLR 2221(e), to renew plaintiff's motion for summary judgment (Motion #9) and Zlotchev's cross-motion for summary judgment dismissing the complaint (Motion #10); and upon renewal, to vacate the orders entered on August 22, 2024, and in their stead, enter an order granting

defendant summary judgment dismissing the complaint, cancelling the mortgage of record, and cancelling the notice of pendency.

Zlotchev argues it is entitled to renewal based on the Second Department's "clarification of the decisional law" issued after the Court's August 2024 decision. Zlotchev relies on *Wells Fargo v Edwards*, 231 AD3d 1189 [2d Dept 2024], *97 Lyman Ave., LLC v MTGLQ Inv'rs, L.P.*, 233 AD3d 1038 [2d Dept 2024], and *Deutsche Bank Natl. Tr. Co. v Dagrin*, 233 AD3d 1065 [2d Dept 2024], to argue that the Appellate Division has now expressly held that FAPA was intended to apply retroactively and that such retroactive application is constitutional.

Upon renewal, Zlotchev contends that the instant action is time-barred under CPLR 3217(e) as interpreted in *Edwards*, *Dagrin* and *97 Lyman*. Additionally, Zlotchev argues that because the action is time-barred, the mortgage must be cancelled and discharged pursuant to RPAPL 1501(4), and the notice of pendency cancelled under CPLR 6514(a).

Plaintiff filed opposition on February 11, 2025. Plaintiff argues that FAPA is not retroactive by its own terms; that the Court is barred from applying FAPA under the doctrine of separation of powers and res judicata; and that retroactive application of FAPA "would violate plaintiff's due process rights, the Takings Clause, and the Contract Clause of the United States Constitution" (NYSCEF Doc. No. 312. at 1-2).

In a reply submitted February 24, 2025, Zlotchev reiterates that FAPA was intended to apply retroactively as is now determined "by each Department of the Appellate Division" that has addressed the issue (NYSCEF Doc. No. 314, at 4). Similarly, Zlotchev points to *Edwards*, *97 Lyman*, and *Dagrin*, to argue that each of plaintiff's constitutional arguments have now been addressed and rejected by the Appellate Division. Further, Zlotchev submits that applying FAPA

to this case would not violate the doctrine of separation of powers because the 2021 Court of Appeals decision was not a final judgment or order as plaintiff contends.

Discussion

The Court first examines Zlotchev's motion for renewal (Motion #12) as it may be dispositive of plaintiff's motion to confirm the Referee's Report and for a Judgment of Foreclosure and Sale (Motion #11).

Pursuant to CPLR 2221(e)(2), a motion for leave to renew "shall demonstrate that there has been a change in the law that would change the prior determination." "A clarification of the decisional law is a sufficient change in the law to support renewal" (*Deutsche Bank Natl. Trust Co. v Cincu*, 228 AD3d 825, 826 [2d Dept 2024], quoting *Dinallo v DAL Elec.*, 60 AD3d 620, 621 [2d Dept 2009]).

Although CPLR 2221(e)(2) does not impose a time limit for making a motion for leave to renew, "[a]fter entry of final judgment, a motion for leave to renew ... based upon a change in the law ... must be made, absent circumstances set forth in CPLR 5015, before the time to appeal the final judgment has been expired" (*Opalinski v City of New York*, 205 AD3d 917, 919 [2d Dept 2022] [internal quotations omitted]).

Here, it is undisputed that none of the circumstances set forth in CPLR 5015 are applicable to this case and that no final judgment has been entered. Accordingly, this Court may entertain Zlotchev's motion to renew based upon a change in the law. Zlotchev submits that since the Court's August 2024 decision, the Second Department has issued decisions in *Edwards*, *97 Lyman*, and *Dagrin*, clarifying the decisional law regarding whether FAPA was intended to be applied retroactively and whether such application is constitutional. This Court agrees.

In *Edwards*, decided in October 2024, the Second Department for the first time directly addressed the contention that CPLR 3217(e) was not intended to have retroactive effect (231 AD3d at 1193). The Court held that:

> FAPA took effect 'immediately,' applying 'to all actions commenced on an instrument described under [CPLR 213(4)] in which a final judgment of foreclosure and sale has not been enforced' (L 2022, ch. 821, 10). Thus, '[a]lthough the Legislature did not explicitly state that FAPA should apply retroactively, it clearly indicated that it should'

(*Edwards*, 231 AD3d at 1193, quoting *Genovese v Nationstar Mtg. LLC*, 223 AD3d 37, 44 [1st Dept 2023]).

In *97 Lyman* and *Dagrin*, both decided in December 2024, the Second Department addressed the question of whether retroactive application of FAPA violates the Contracts Clause of the Constitution. The Contracts Clause prohibits states from passing laws that "impair[] the [o]bligation of [c]ontracts" (U.S. Const. art I § 10). In determining whether a state law violates the Contracts Clause, "[t]he threshold inquiry is whether the state law has, in fact, operated as a substantial impairment of a contractual relationship" (*Am. Economy Ins. Co. v State*, 30 NY3d 136, 150 [2017] [internal quotations omitted]). In *97 Lyman*, the Second Department found no violation of the Contract Clause because "the explicit terms of the mortgage agreement did not grant [plaintiff] ... the right to revoke the acceleration of the mortgage" (233 AD3d at 1043). Similarly, in *Dagrin*, the Second Department found no violation of the Contracts Clause because the plaintiff failed to identify any contractual provision "that entitles it either to de-accelerate the loan by discontinuing a foreclosure action or to reset the statute of limitations once it has already expired" (233 AD3d at 1070, [internal quotations omitted]).

Moreover, the *Dagrin* Court noted that, at the time of the mortgage loan closing and

commencement of the two actions at issue, the question of "whether the voluntary discontinuance of an action, alone, constituted an affirmative act revoking an earlier acceleration of the mortgage debt ... remained somewhat unsettled" in the Court's jurisprudence (233 AD3d at 1070-1071). Therefore, even if a contractual right could be inferred from the decisional law existing at those times, FAPA "could not be said to work a substantial impairment in the parties' contractual rights" (*id.*).

This Court finds that these recent decisions constitute a clarification of the decisional law, and that they compel the Court to change its prior determination and grant Zlotchev's motion for renewal. Further, upon renewal, the Court grants Zlotchev's motion for summary judgment dismissing the complaint, cancelling the mortgage of record pursuant to RPAPL 1501(4), and cancelling the notice of pendency under CPLR 6514(a).

An action to foreclose a mortgage is governed by a six-year statute of limitations (*see* CPLR 213[4]; *Nechadim Corp. v 500 Putnam Street Realty, LLC*, ---AD3d---, 2025 NY Slip Op 02212 [2d Dept 2025]). "When a mortgage is payable in installments, which is the typical practice, an acceleration of the entire amount due begins the running of the statute of limitations on the entire debt" (*Wells Fargo Bank, N.A. v Rutty*, 206 AD3d 862, 863 [2d Dept 2022], quoting *Deutsche Bank Trust Co. Ams. v Marous*, 186 Ad3d 669, 670 [2d Dept 2020]). "'Acceleration occurs, inter alia, by the commencement of a foreclosure action wherein the [holder of the note] elects in the complaint to call due the entire amount secured by the mortgage'" (*Deutsche Bank Natl. Trust Co. v DiGiorgio*, ---AD3d---, 2025 NY Slip Op 02186 [2d Dept 2025], quoting *GMAT Legal Title Trust 2014-1 v Kator*, 213 AD3d 915, 916 [2d Dept 2023]).

Here, the statute of limitations began to run on July 16, 2008, when plaintiff commenced

the first action and accelerated the mortgage debt (*see* NYSCEF Doc. No 95). Plaintiff commenced the present action on February 19, 2015, more than six years later and, thus, after the expiration of the statute of limitations. While plaintiff argues that the 2013 stipulation to discontinue revoked its first acceleration of the debt, CPLR 3217(e), as enacted by FAPA, expressly holds that: "[i]in any action on an instrument described under [CPLR 213(4)], the voluntary discontinuance of such action, whether on motion, order, stipulation or by notice, shall not, in form or effect, waive, postpone, cancel, toll, extend, revive or reset the limitations period to commence an action and to interpose a claim, unless expressly prescribed by statute." Accordingly, the Court finds that this action is time-barred and grants Zlotchev's motion for summary judgment dismissing the complaint on that basis.

"'Pursuant to RPAPL 1501(4), a person having an estate or an interest in real property subject to a mortgage can seek to cancel and discharge of record that encumbrance where the period allowed by the applicable statute of limitations for the commencement of an action to foreclose the mortgage has expired'" (*SYCP, LLC v Evans*, 217 AD3d 707, 708 [2d Dept 2023], quoting *U.S. Bank Natl. Assoc. v Bhimsen*, 206 AD3d 846, 848 [2d Dept 2022]). Under CPLR 6514(a), a notice of pendency is subject to mandatory cancelation, upon motion of any person aggrieved, if the action has abated.

Here, having shown that the statute of limitations has expired, Zlotchev is entitled to cancel and discharge the mortgage of record under RPAPL 1501(4) and to cancel the notice of pendency under CPLR 6514(a).

Plaintiff contends that FAPA is not retroactive by its own terms, and that even if it were, applying FAPA to this case would violate the doctrine of separation of powers, res judicata, and

the Due Process, Contracts, and Takings Clauses of the U.S. Constitution. The Court addresses each of plaintiff's contentions in turn below.

FAPA is not retroactive

The Appellate Division has made clear that FAPA is retroactive (*see Edwards*, 231 AD3d at 1193 ["although the Legislature did not explicitly state that FAPA should apply retroactively, it clearly indicated that it should"]; *Wilmington Trust Natl. Assoc. v Farkas*, 232 AD3d 524, 525-526 [1st Dept 2024]; *U.S. Bank Natl. Assoc. v Lynch*, 233 AD3d 113, 116-117 [3d Dept 2024]). Indeed, the Second Department has held that "FAPA provides that it 'shall take effect immediately and shall apply to all actions commenced on an instrument described under [CPLR 213(4)] in which a final judgment of foreclosure and sale has not been enforced'" (*97 Lyman*, 233 Ad3d at 1042, quoting L 2022, ch 821 § 10). Thus, insofar as no judgment of foreclosure has been issued in this foreclosure action, the Court finds that FAPA is meant to be applied to cases like this one.

Separation of Powers

According to plaintiff, the 2018 Court of Appeals decision in this case is a full and final judgment with respect to the statute of limitations issue, because no further right of appeal, or potential for appeal, existed. Plaintiff argues that, as such, the judgment took on the character of property that "[t]he Legislature cannot take away" (NYSCEF Doc. No. 312 at 6).

Contrary to Plaintiff's assertion, however, "a 'final' order or judgment is one that disposes of all of the causes action between the parties in the action or proceeding and leaves nothing for further judicial action apart from mere ministerial matters" (*Burke v Crosson*, 85 NY2d 10, 15 [1995]). Here, the Court of Appeals decision was not a final order or judgment, because it neither "dispose[d] of all of the causes of action between the parties" nor "le[ft] nothing for further judicial

action." Instead, the decision merely reinstated the case, after the Second Department had dismissed the complaint, and then remitted the case back to the Second Department for further proceedings. To the extent that plaintiff contends the Court of Appeals decision took on the character of property, the Court of Appeals has held that "[a] person has no property, no vested interest, in any rule of the common law" (*Kim v City of New York*, 90 NY2d 1 [1997]). Plaintiff, therefore, cannot claim a property right in the 2018 Court of Appeals decision.

Res Judicata

Plaintiff further contends that the doctrine of res judicata precludes FAPA from being applied to this case. It is well settled that "[t]he doctrine of res judicata bars the litigation of a claim or defense if, in a former litigation between the parties, or those in privity with them, in which there was a final conclusion, the subject matter and the causes of action are identical or substantially identical" (*Williams v City of Yonkers*, 160 AD3d 1017, 1018 [2d Dept 2018]).

Plaintiff argues that the doctrine of res judicata bars Zlotchev from re-litigating his statute of limitations defense because "[this] defense was litigated to its final, unappealable conclusion as manifested in the Court of Appeals decision[.]" (NYSCEF Doc. No. 312 at 6) The doctrine of res judicata, however, "applies only when a claim between the parties has been previously brought to a final conclusion" (*Specialized Realty Services, LLC v Maikisch*, 123 AD3d 801, 802 [2d Dept 2014]). As discussed above, this case has not been brought to a conclusion, as no final order or judgment has been issued. Thus, inasmuch as the Court of Appeals decision is part of this action, and not a previous concluded action, the doctrine of res judicata does not apply.

Due Process

The Appellate Division has addressed and rejected plaintiff's next contention, that

retroactive application of FAPA violates due process. In *97 Lyman*, the Second Department held that, "[t]he test of due process for retroactive legislation 'is met simply by showing that the retroactive application of the legislation is itself justified by a rational legislative purpose'" (*97 Lyman*, 233 AD3d at 1043, quoting *Am. Economy Ins. Co. v State of New York*, 30 NY3d 136, 158 [2017]). The Second Department held that FAPA satisfies this test because "the legislative purpose of FAPA 'to thwart and eliminate abusive and unlawful litigation tactics' is a legitimate purpose" (*id.*, quoting Assembly Mem. in Support, Bill Jacket, L 2022, ch 821 at 8; *see also Dagrin*, 233 AD3d at 1069; *FV-1, Inc. v Palaguachi*, 234 AD3d 818, 822 [2d Dept 2025]; *Lynch*, 233 AD3d at 117-118; *Bayview Loan Servicing, LLC v Dalal*, 232 AD3d 487, 489-490 [2d Dept 2024]). Accordingly, plaintiff's due process claim is denied, as well.

Contracts Clause

Plaintiff further contends that retroactive application of FAPA violates the Contracts Clause of the U.S. Constitution. However, here, as in *97 Lyman* and *Dagrin*, plaintiff has failed to identify a contractual right to revoke the acceleration of the mortgage or reset the statute of limitations once it has already expired. Accordingly, retroactive application of FAPA in this case would not violate the Contracts Clause (*see Dagrin*, 233 AD3d at 1070; *see also Deutsche Bank Natl. Tr. Co. v Goldwasser*, 2237 AD3d 1291 [3d Dept 2025]; *Bank of New York Mellon v Del Rio*, 233 AD3d 529, 532 [1st Dept 2024]).

Takings Clause

Finally, plaintiff alleges that retroactive application of FAPA would violate the Takings Clause. The Takings Clause "'provides that private property shall not be taken for public use,

without just compensation'" (*Am. Economy Ins. Co. v State*, 30 NY3d 136, 155 [2017], quoting *Philips v Washington Legal Foundation*, 524 US 156, 163-164 [1998]). It is well-settled that "'[t]he threshold step in any Takings Clause analysis is to determine whether a vested property interest has been identified'" (*Dagrin*, 233 AD3d 1071, quoting *Am. Economy Ins. Co. v State*, 30 NY3d 136, 155 [2017]).

Here, plaintiff argues that "private property may include rights secured in private contract ... [and that] retroactive application of FAPA ... would deprive mortgagees and judgment lienholders of all economically beneficial use of their property interest, without just compensation, in violation of the Takings Clause" (NYSCEF Doc. No. 312 at 10). However, as discussed above, the instant mortgage document does not contain any provision granting plaintiff the right to revoke the acceleration of the loan or reset the statute of limitations. Therefore, here, application of FAPA would not take any private property secured in plaintiff's mortgage contract.

Upon on the foregoing, it is

ORDERED that plaintiff's motion to Confirm the Referee's Report and Judgment of Foreclosure and Sale (Motion #11) is **DENIED**; and it is further

ORDERED that Zlotchev's motion to renew plaintiff's motion for summary judgment and Zlotchev's cross-motion motion for summary judgment (Motion #12) is **GRANTED;** and it is further

ORDERED that upon renewal, that this Court's August 2024 Orders granting plaintiff's motion for summary judgment and an Order of Reference are hereby vacated; and it is further

ORDERED that plaintiff's motion for summary judgment and an order of reference

(Motion #9) is **DENIED**; and it is further

ORDERED that Zlotchev's motion for summary judgment dismissing the complaint (Motion #10) is **GRANTED**, and it is further

ORDERED that the mortgage of record is discharged and cancelled pursuant to RPAPL 1501(4), and it is further

ORDERED that the notice of pendency is cancelled pursuant to CPLR 6514(a).

This constitutes the decision and order of the Court.

Dated: June 12, 2025
Goshen, New York

ENTER:

HON. BRETT A. BROGE, J.S.C.

To: *Attorneys of Record via NYSCEF*