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Our File No. 20016-02739

PAUL KARDOS **Plaintiff,** **-vs-** **FOX HILLS AT ROCKAWAY CONDOMINIUM ASSOCIATION, INC.** **Defendants.**	**SUPERIOR COURT OF NEW JERSEY** **CHANCERY DIVISION MORRIS COUNTY** **GENERAL EQUITY** **DOCKET NO.: MRS-C-000102-18** Civil Action

DEFENDANT'S BRIEF IN OPPOSITION TO PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT

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PROCEDURAL AND FACTUAL BACKGROUND

Plaintiff filed his Complaint against Defendant, Fox Hills at Rockaway Condominium Association, Inc. ("Defendant" or the "Association"), on September 20, 2018. Plaintiff filed his Motion for Leave to Amend the Complaint on April 2, 2019. In Plaintiff's proposed Amended Complaint, Plaintiff asserts three additional alleged incidents where Plaintiff claims the Defendant held a "secret meeting" and "[n]o minutes of [those] meeting[s] have been issued to document [those] decision[s]." Plaintiff's Proposed Amended Complaint at ¶¶ 18.02-18.03; 18.05-18.06; 18.08-18.09. These alleged incidents concern: 1) "A notice dated 1/31/19 went up in the Plaintiffs [sic] building (Monroe building) announcing that the speed limit signs would be reverting to the original 15 mph"; 2) "The Fox Hills Courier of Oct. 2018 [] reported that the board had selected the Pillari, LLC bid of $110,000"; and 3) "an undated notice by the Events Committee [] went up in the Plaintiffs [sic] building (Monroe building) on March 26, 2019, announcing that the Board of Directors had decided that all ticket sales will be in Card Room 1." Id. at ¶¶ 18.01; 18.04; 18.07. Plaintiff also seeks in the proposed Amended Complaint declaratory judgment for these three incidents. Plaintiff further seeks in the proposed Amended Complaint to "[p]ermanently enjoin the Board to ensure that proper minutes are recorded for all Board meetings (even if they are called work-sessions), that all binding decisions made at these meetings are recorded and that these minutes are issued to homeowners." Id. at ¶ 21.01.

The parties have exchanged discovery. The parties served interrogatories on each other. The parties also served a Notice to Produce Documents on each other. Furthermore, the parties even served Requests for Admissions on each other. By the time this Motion will be heard, all of that discovery will have been exchanged. At the present time, the only discovery that has not been exchanged is the defendant's answers to plaintiff's Request for Admissions, which are due,

due to the weekend, no later than April 22, 2019. The discovery requests were detailed and extensive. Fox Hills has spent substantial time, both with respect to their personnel, as well as attorney time and effort, in preparing and responding to discovery requests. If plaintiff is now permitted to amend the Complaint, the parties will then have to engage in another round of written discovery, including Interrogatories, Notices to Produce and Requests for Admissions, regarding plaintiff's Amended Complaint prior to the beginning of depositions.

As set forth in this Brief, Plaintiff's claims are not sustainable as a matter of law and, therefore, the Court should not permit an amendment to the Complaint. In addition, at this time the parties have engaged in exchanging written discovery and Defendant would be unduly prejudiced by Plaintiff's untimely amendment by having to propound additional written discovery requests on Plaintiff.

ARGUMENT

Leave to amend under R. 4:9-1 "shall be freely given in the interest of justice." The Rule "'requires that motions for leave to amend be granted liberally' and that 'the granting of a motion to file an amended complaint always rests in the court's sound discretion." Notte v. Merchants Mut. Ins. Co., 185 N.J. 490, 501 (2006) (quoting Kernan v. One Washington Park Urban Renewal Assocs., 154 N.J. 437, 456-57 (1998)). "That exercise of discretion requires a two-step process: whether the non-moving party will be prejudiced, and whether granting the amendment would nonetheless be futile." Notte, supra, 185 N.J. at 501.

Because plaintiff's amendment is futile and frivolous, and also Defendant will suffer great prejudice as a result of this late amendment, this Motion should be denied.

POINT I

PLAINTIFF'S MOTION SHOULD BE DENIED BECAUSE PLAINTIFF'S NEWLY ASSERTED CLAIMS ARE NOT SUSTAINABLE AS A MATTER OF LAW.

Notwithstanding the liberality with which motions for leave to amend should be granted, "one exception to that rule arises when the amendment would be 'futile,' because 'the amended claim will nonetheless fail and, hence, allowing the amendment would be a useless endeavor.'" Prime Accounting Dep't v. Twp. Of Carney's Point, 212 N.J. 493, 511 (2013) (quoting Notte, supra, 185 N.J. at 501). "Courts are free to refuse leave to amend when the newly asserted claim is not sustainable as a matter of law. . . There is no point to permitting the filing of an amended pleading when a subsequent motion to dismiss must be granted." Interchange State Bank v. Rinaldi, 303 N.J. Super. 239, 256-57 (App. Div. 1997).

a) Plaintiff's Motion Should be Denied Because the Claim Based on Relocation of Ticket Sales Fails as a Matter of Law.

Here, Plaintiff asserts that the Defendant "violated Title 46 Chapter 8B section 13(a) of the Condominium Act" because "the Board of Directors [] decided that all ticket sales will be in Card Room 1" without holding an open meeting open to homeowners. Plaintiff does not allege or point to any foundation upon which such a trivial decision may be redressed by our Courts. It is wholly impractical to require a condominium association to make each and every decision to be made at an open meeting. Surely the legislature did not intend to require condominium associations to make emergent decisions at open meetings where notice to homeowners is required. Likewise, the legislature did not intend to require trivial decisions to be made at open meetings, such as a decision to locate where ticket sales will be held. Because this claim is not sustainable as a matter of law, Plaintiff's Motion should be denied.

In addition, if the Court were to look at the plaintiff's original Complaint, Count II asks the Court for broad relief. That broad relief seeks the Court to enter an injunction that the Board hold open meetings. That request for broad relief covers all the assertions in the plaintiff's Amended Complaint. The original Complaint seeks to have the Court issue injunctive relief against the Board with respect to the Board conducting open meetings. That relief is either going to be granted or not based on the original Complaint. If it is granted, it will apply to all future actions. Interestingly, in the Amended Complaint, the plaintiff does not seek to have the Court overturn any of the Board's prior actions. In fact, the plaintiff does not even indicate that he is opposed to the prior actions of the Board, which are the basis of the original Complaint or the Amended Complaint. Furthermore, the plaintiff does not assert in the original Complaint or Amended Complaint that the Board's actions are harmful to the community members, will waste the monies of the Association, etc. On the contrary, the actions of the Board are well thought out, taken only after consultation with the appropriate experts, and in the best interest of the Association. Therefore, plaintiff is merely amending the Complaint to include more "examples" of the Board's alleged improper actions, which is not necessary in the Amended Complaint for this matter to continue. Ultimately, there will be a trial and the Court will either enter the injunctive relief against the Board moving forward or not. Thus, in addition to raising trivial matters, which by itself should defeat the filing of the Amended Complaint, the Amended Complaint is unnecessary and, therefore, futile to the ultimate relief that the plaintiff is seeking.

b) Plaintiff's Motion Should be Denied Because Plaintiff is Precluded from Asserting These Claims Based on a Prior Executed Settlement Agreement and Allowing Plaintiff to Assert these Claims Would be Futile.

Plaintiff entered into a mutual agreement and release of claims (the "Agreement") with the Defendant which was fully executed on April 25, 2018. The Agreement provides in pertinent part that: "the Association and the Owner hereby unconditionally and irrevocably remise, release, forever discharge and covenant not to sue one another . . . from any and all claims . . . whether known or unknown or capable of being known up until the Effective Date, arising at law or in equity, by right of action or otherwise, including, but not limited to facts that arose from or are related to the facts and circumstances giving rise to and/or being part of the Litigation, the Complaint and/or the Counterclaim." The Association mentioned above is Defendant, Fox Hills at Rockaway Condominium Association and the Owner mentioned above is Plaintiff, Paul Kardos. The "Effective Date" is April 25, 2018. A copy of the Agreement fully executed on April 25, 2018, is attached as **Exhibit A**.

Here, the claims Plaintiff asserts against Defendant are claims that arose from and/or are related to those claims Plaintiff expressly released in the Agreement. In the Amended Complaint, Plaintiff relies on a "June 2018 issue of the official publication of the Defendant Association, The Fox Hills Courier" to support his claim relating to the Defendant raising the speed limit to 25 mph. (Plaintiff's proposed Amended Complaint at ¶ 16). Plaintiff asserts that the only Board meeting that was open to unit owners prior to the June announcement of the new speed limit was a quarterly Board Meeting which took place on April 2, 2018 and there is no mention of a decision to raise the speed limit in the minutes of this meeting. (Id. at ¶ 17). Plaintiff thus had been monitoring the Defendant's decision-making process, the essential factual allegation upon

which Plaintiff relies in Count II of the proposed Amended Complaint, prior to the Effective Date of the Agreement.

The Agreement and Release is clear that it releases any and all claims, whether known or unknown or capable of being known, up until the effective date. The effective date is the date of the Agreement, April 25, 2018. Plaintiff's Amended Complaint makes mention of incidents that occurred prior to that time, at least back until April 2, 2018. Therefore, at least one, if not more, of plaintiff's allegations in this Amended Complaint arose before the effective date of the Agreement and, therefore, are barred by the Settlement Agreement entered into between the plaintiff and the defendant. As such, one or more of plaintiff's allegations in the Amended Complaint are not sustainable as a matter of law and, therefore, there is no point to permitting the filing of an Amended Complaint as a subsequent Motion to Dismiss must be granted. Interchange State Bank, supra, at 256-257.

As such, because these claims were released by Plaintiff and the claims would be futile, the Court should deny Plaintiff's Motion to Amend the Complaint.

POINT II

BECAUSE PLAINTIFF'S MOTION TO AMEND ITS COMPLAINT WOULD CAUSE UNDUE PREJUDICE TO DEFENDANT, IT SHOULD BE DENIED IN THE INTEREST OF JUSTICE.

"[T]he granting of a motion to file an amended complaint always rests in the court's sound discretion." Kernan v. One Washington Park Urban Renewal Ass., 154 N.J. 437, 457 (1998). A deciding court "must be concerned that 'no undue delay or prejudice will result from the amendment.'" Adron, Inc. v. Home Ins. Co., 292 N.J. Super. 463, 475-76 (App. Div. 1994) (quoting Tomaszewski v. McKeon Ford, Inc., 240 N.J. Super. 404, 411 (App. Div. 1990)).

Plaintiff's proposed Amended Complaint asserts petty grievances which the Court should not have to entertain and the Defendant should not have to defend against. Plaintiff asserts in his proposed Amended Complaint that "[a] notice dated 1/31/19 went up in the Plaintiffs [sic] building (Monroe building) announcing that the speed limit signs would be reverting to the original 15 mph" and "[a]n undated notice by the Events Committee [] went up in the Plaintiffs [sic] building (Monroe building) on March 26, 2019, announcing that the Board of Directors had decided that all ticket sales will be in Card Room 1." From the face of these allegations, it can be seen that these assertions should not be the basis upon which any Court should be burdened. Plaintiff did not bring any of these grievances to the Defendant Association at any time in an effort to resolve these quibbles. Moreover, Plaintiff is obviously not concerned with the substance of any of the alleged Board decisions as Plaintiff first complained of the speed limit increasing from 15 mph to 25 mph and now complains of the speed limit returning to 15 mph.

Additionally, as to the additional allegations in Paragraphs 18.04-18.06 of Plaintiff's proposed Amended Complaint, Plaintiff should have sought leave to amend some six months ago. The inclusion of the additional factual allegations will cause Defendant to incur undue

burden and expenses associated from additional discovery into these allegations asserted in Count II. It is apparent that Plaintiff is seeking to amend the Complaint at this time only to harass Defendant and substantially prejudice Defendant at this stage of litigation.

As part of the substantial prejudice that will result to the defendant, the parties will have to start over with respect to written discovery. Both plaintiff and defendant have already served and answered Interrogatories. Both plaintiff and defendant have already served and answered document productions. Those document productions have included Fox Hills providing substantial documents to the plaintiff, and the plaintiff providing substantial documents to this office on a CD. In addition, both parties have served substantial Requests for Admissions upon each other. The plaintiff has answered the defendant's Requests for Admissions. The defendant's answer to Requests for Admissions are almost complete and are due technically on April 20, 2019; but, due to the fact that that date is a Saturday, they are due on Monday, April 22, 2019. By the time the Court decides this Motion, defendant will have responded to plaintiff's Requests for Admissions. If the Court were to permit the plaintiff to amend the Complaint to add these additional claims, including petty grievances such as the room in which ticket sales are held, paper discovery will have to begin on those additional allegations. That will mean the parties start over by serving Interrogatories, Document Demands and Requests for Admissions upon each other with respect to those new claims. The parties will then answer all of that discovery and, as in the past, there will be notices of deficiencies of responses which will have to be rectified. Without the amendment to the Complaint, at this point, we are ready to move to the stage of depositions. If the Amended Complaint is permitted, discovery will have to revert back to paper discovery, which will substantially delay the discovery process in this matter, and continue to burden the defendant.

Further, as Plaintiff is already seeking an injunction to open all Board Meetings to all unit owners except for those conferences or working sessions at which no binding decisions are to be made, the additional allegations in Paragraphs 18.01 through 18.09 of Plaintiff's proposed Amended Complaint are redundant and futile. Ultimately, the plaintiff is seeking injunctive relief. The Court, at the end of trial, will either enter that injunctive relief against the Board or not. The plaintiff is not seeking to overturn any of the decisions or actions of the Board, at least that is not what is stated in the Amended Complaint. In addition, doing so in some situations would be essentially impossible. As an example, the plaintiff makes reference to a $110,000.00 contract that was awarded for structural work at the Association. As the Board members are made up of resident homeowners, they do not necessarily have the expertise as to what structural problems exist and the repairs necessary. As such, the Board hired an engineer to determine what is necessary and to develop a request for proposal. The engineer then gave direction with respect to the request for proposal and recommended the contract be awarded to a particular contractor. It turns out that contractor was the lowest bid and the engineer felt that the contractor was qualified. All of that was done in a very logical, reasonable, thoughtful and detailed manner by the Board, which not even the plaintiff is seeking to overturn based on his Amended Complaint. To the extent that work has already been done with respect to the structural walls of the Association, it would essentially be impossible to start over. Plaintiff's Amended Complaint is unduly burdensome and unnecessary in the face of such burden.

POINT III

PLAINTIFF'S MOTION SHOULD BE DENIED BECAUSE PLAINTIFF'S PROPOSED AMENDED COMPLAINT VIOLATES THE EQUITABLE DOCTRINE OF UNCLEAN HANDS

The equitable doctrine of clean hands provides that "a suitor in equity must come to court with clean hands and must keep them clean after his entry and throughout the proceedings." Hageman v. 28 Glen Park Assoc., L.L.C., 402 N.J. Super. 43, 48 (Ch. Div. 2008) (quoting, A. Hollander & Son, Inc. v. Imperial Fur Blending Corp., 2 N.J. 235, 246 (1949)). "The clean hands doctrine is 'an equitable principle which requires a denial of relief to a party who is himself guilty of inequitable conduct in reference to the matter in controversy.'" Ibid. (quoting, Glasofer Motors v. Osterlund, Inc., 180 N.J. Super. 6, 13, (App.Div.1981)).

Here, Plaintiff continues to intentionally mislead the Court by failing to include all the facts and reasons why his request to post the flyer referred to in Count I was denied by the Association despite Plaintiff being fully apprised of the legitimate rationale for denying Plaintiff's request. On May 15, 2018, the Association's attorney, Marc Edell, Esq., communicated with Plaintiff's attorney at the time, Gary Moylen, Esq., to advise that the words and ideas expressed in Plaintiff's flyer caused Plaintiff to be in breach of the above-mentioned Agreement[1] because the flyer specifically referenced and complained of the litigation which was "amicably" resolved by way of the Agreement. Three days later, on May 18, 2018, Plaintiff submitted a complaint to the Fox Hills Dispute Resolution Committee (the "Committee"). This complaint provided: "On May 17, 2018, Paul Kardos submitted a flyer (Appendix A) to the Clubhouse for Friday folder distribution[]"; "On Thursday May 17, 2018, at 10:22 AM, Paul Kardos received a phone message from Lynn Meekins stating, "regarding your flyer for Friday folders, the board has decided not to post that, unfortunately you are attacking the board and

[1] See Exhibit A

calling them liars and that's not acceptable to be posted[]"; "[t]he flyer deemed not acceptable had been the subject of email correspondence between Paul Kardos' attorney Gary Moylen, and the association attorney Marc Edell." Thus, it is clear that Plaintiff knew the major reasons Plaintiff's request to post the flyer was denied, and knew that conversations and communications had taken place between the respective attorneys; however, Plaintiff completely fails to mention any of these conversations in this action.

Moreover, in addition to plaintiff's unclean hands, because the settlement agreement precludes plaintiff's ability to distribute the flyer and the flyer is the entire basis for Count I of plaintiff's complaint, plaintiff cannot have a viable claim and thus the Court should deny plaintiff's motion.

CONCLUSION

For the foregoing reasons, Defendant respectfully requests the Court deny Plaintiff's Motion for Leave to Amend the Complaint.

BIANCAMANO & Di STEFANO, P.C.
Attorneys for Defendant, ***Fox Hills at Rockaway Condominium Association, Inc.***

By:_____
GEORGE KAROUSATOS, ESQ

Dated: April 18, 2019

EXHIBIT A

SETTLEMENT AND RELEASE AGREEMENT

A. Parties

This Confidential Settlement and Release Agreement ("Agreement") is made and entered into as of the last day set forth on the signature page ("Effective Date") by and between Fox Hills at Rockaway Condominium Association, Inc. (the "Association") and Paul Kardos ("Owner) (each individually, a "Party," and collectively, the "Parties" or "Settling Parties") for the purpose of resolving, by compromise and settlement, all claims, controversies and alleged liabilities arising out of the facts and circumstances as set forth below.

B. Recitals

The Agreement is entered into with reference to the following facts:

1. In December, 2017, the Association filed a complaint (the "Complaint") against the Owner and two (2) other members of the Association in the Superior Court of New Jersey, Morris County Chancery Division, bearing Docket No. C-130-17 (the "Litigation").

2. In January, 2018, the Owner filed a counterclaim against the Association (the "Counterclaim") in the Litigation.

3. In consideration of the mutual agreements contained herein, and to avoid the cost, delay and uncertainty of further litigation, the Parties desire to compromise and resolve and/or settle the Complaint and Counterclaim under the terms and conditions set forth herein.

C. Agreements, Releases and Promises

In consideration of the facts and general releases and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Party, the Parties acknowledge the accuracy of the Recitals set forth above and promise and agree as follows:

1. Settlement. Not later than April 27, 2018, the Association shall pay in the form of an instrument payable to Gary Wm. Moylen, counsel for the Owner, the sum of $1,500 (the "Settlement Sum").

2. Stipulation of Dismissal. Simultaneously with the execution of this Agreement, the Parties shall execute the Stipulation of Dismiss, attached hereto as Exhibit A, which shall be held in escrow by Spector & Ehrenworth, P.C., counsel for the Association. Upon confirmation by Owner's counsel of the receipt of the Settlement Sum, counsel for the Association will file and serve the executed Stipulation of Dismissal in the Litigation.

3. Confidentiality. The Parties represent, warrant and agree that the terms and contents of the Agreement, and in negotiating the Agreement (collectively, the "Confidential Info"), including, without limitation, the fact that any money is to be, or was, paid by the

Association to the Owner, are and shall be treated as confidential and shall not be disclosed, in any way used or described or characterized to any other person or entity except as follows:

a. The Parties can disclose the terms and conditions hereof to enforce the terms of the Agreement. In such event, the disclosing Party shall disclose those portions of the Agreement only as necessary for such enforcement.

b. The Parties further agree that they shall not in any way make the Confidential Info public and agree that the Agreement is to be read, discussed and/or disclosed only to the Parties, their authorized representatives, affiliates and parent entities, attorneys, auditors, tax preparers, bankers, accountants, investors, underwriters, insurers, reinsurers, and insurance brokers, except as may be required to fulfill a Party's obligations set by order of a court of competent jurisdiction. If a Party receives a subpoena or other request seeking a copy of the Agreement, or the disclosure of the terms hereof, that Party shall, to the extent permitted by law, notify the other Parties in writing that the subpoena or other request was received, and that Party shall cooperate with any of the other Parties with regard to any desire to object to or to limit the scope of the subpoena or request.

c. The Parties shall advise anyone to whom such information is disclosed that such information shall be treated confidentially.

d. By way of clarification, because the Association is a corporation that is a separate legal entity from its individual homeowners, the individual homeowners are not a party to this agreement and the Parties shall not disclose the Confidential Info to the individual homeowners.

4. Mutual Release of the Association and the Owner: Except for the obligations and rights expressly set forth elsewhere herein, the Association and the Owner hereby unconditionally and irrevocably remise, release, forever discharge and covenant not to sue one another and all entities related to them, and each of their past, present and future directors, officers (whether acting in such capacity or individually), shareholders, owners, partners, joint venturers, principals, trustees, creditors, attorneys, representatives, employees, managers, parents, subsidiaries, divisions, subdivisions, departments, affiliates, predecessors, successors, heirs and assigns, or any agent acting or purporting to act for them or on their behalf (collectively, the "Releasees"), from any and all claims, counterclaims, actions, causes of action, suits, set-offs, costs, losses, expenses, sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, omissions, duties, agreements, rights, and any and all demands, obligations and liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known up until the Effective Date, arising at law or in equity, by right of action or otherwise, including, but not limited to facts that arose from or are related to the facts and circumstances giving rise to and/or being part of the Litigation, the Complaint and/or the Counterclaim.

5. Release, Limitations. The Agreement does not release: (1) claims arising out of the failure of any Party to perform in conformity with the terms of the Agreement; and (2) any future disputes between Owner and/or the Association with respect to their condominium/owner relationship.

6. Choice of Law. The Agreement is entered into and made in the State of New Jersey.

7. Construction of Agreement. The Agreement shall be construed as a whole according to its fair meaning and as if all Parties jointly prepared it. Any uncertainty or ambiguity in the Agreement shall not be strictly interpreted or construed against any Party.

8. No Oral Modification. The Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of the Agreement. All modifications must be in writing and duly executed by all Parties.

9. Representations, Indemnifications. The Parties represent and warrant to each other that each is the sole and lawful owner of all right, title and interest in and to every claim and other matter which each releases herein and that they have not previously assigned or transferred, or purported to do so, to any person or other entity any right, title or interest in any such claim or other matter. In the event that such representation is false and any such claim or matter is asserted against either Party by anyone who is the assignee or transferee of such a claim or matter, then the Party who assigned or transferred such claim or matter shall fully indemnify, defend and hold harmless the Party against whom such claim or matter is asserted and its successors from and against such claim or matter and from all actual costs, attorneys' fees, expenses, liabilities and damages which that Party and its successors incur as a result of the assertion of such claim or matter.

10. Knowing and Voluntary Assent. The Parties acknowledge that the Agreement is executed voluntarily by each of them, without any duress or undue influence on the part of, or on behalf of, any of them. The Parties further acknowledge that they have had the opportunity for representation in the negotiations for, and in the performance of, the Agreement by counsel of their choice and that they have read the Agreement and/or have had it fully explained to them by their counsel and that they are fully aware of the contents hereof and the contents' legal effect.

11. Final and Binding Agreement. The Parties acknowledge that the Agreement supersedes all prior and contemporaneous agreements between the Parties regarding the subject matter hereof, is a full and final accord and satisfaction and shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, agents, representatives, successors, and assigns.

12. Counterparts and Facsimile Signatures. The Agreement may be executed in any number of counterparts and with facsimile signatures, and all such counterparts shall be construed together and constitute a single form of the Agreement.

13. Headings and Captions. The headings and captions inserted into the Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of the Agreement, or any provision hereof, or in any way affect the interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the last day set forth below.

Date: 4/25/18

FOX HILLS AT ROCKAWAY CONDOMINIUM ASSOCIATION, INC.

By: Gloria Stahl

Gloria Stahl
(print name)

Its: President Fox Hills
(print title)

Date: April 18, 2018

PAUL KARDOS

Paul Kardos
Paul Kardos