UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	**Hearing Date: March 21, 2014** **Hearing Time: 11:00 a.m.**
In re	Chapter 11
ST. FRANCIS' HOSPITAL, POUGHKEEPSIE, NEW YORK et al.,	Case No. 13-37725 (CGM)
Debtors.	

OBJECTION OF THE UNITED STATES TRUSTEE TO DEBTORS' MOTION FOR AN ORDER (I) APPROVING DEBTORS' DISCLOSURE STATEMENT; (II) ESTABLISHING VOTING RECORD DATE; (III) APPROVING SOLICITATION PACKAGES AND DISTRIBUTION PROCEDURES; (IV) APPROVING FORMS OF BALLOTS AND ESTABLISHING PROCEDURES FOR VOTING ON PLAN OF REORGANIZATION; (V) APPROVING FORMS OF NOTICES TO NON-VOTING CLASSES UNDER PLAN OF REORGANIZATION; (VI) ESTABLISHING VOTING DEADLINE TO ACCEPT OR REJECT PLAN; (VII) APPROVING PROCEDURES FOR VOTE TABULATIONS; AND (VIII) ESTABLISHING CONFIRMATION HEARING DATE AND NOTICE AND OBJECTION PROCEDURES THEREOF.

TO: THE HONORABLE CECELIA G. MORRIS
CHIEF BANKRUPTCY JUDGE:

William K. Harrington, the United States Trustee for Region 2 (the "United States Trustee"), by and through his counsel, respectfully submits this objection (the "Objection") to the Debtors' Motion for an Order (I) Approving Debtors' Disclosure Statement; (II) Establishing Voting Record Date; (III) Approving Solicitation Packages and Distribution Procedures; (IV) Approving Forms of Ballots and Establishing Procedures For Voting On Plan Of Reorganization; (V) Approving Forms Of Notices to Non-Voting Classes Under Plan of Reorganization; (VI) Establishing Voting Deadline to Accept Or Reject Plan; (VII) Approving Procedures for Vote

Tabulations; and (VIII) Establishing Confirmation Hearing Date and Notice and Objection Procedures Thereof (the "Motion"). ECF Doc. No. 359.

In support of the Objection, the United States Trustee respectfully states as follows:

I. PRELIMINARY STATEMENT

The United States Trustee objects to the Motion because the Disclosure Statement does not provide adequate information concerning the Plan, as required by Section 1125 of the Bankruptcy Code, particularly regarding the legal and factual justification for the proposed non-debtor third-party releases, exculpation provisions, limitations of liability and injunction.

Absent amendment of the Disclosure Statement and the Plan as set forth herein, the Disclosure Statement fails to meet the requirements of Section 1125 of the Bankruptcy Code and the Motion should be denied.

II. STATEMENT OF FACTS

A. General Background

1. On December 17, 2013, the Debtors each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. ECF Doc. No. 1. Each Debtor designated itself as a health care business on its petition. Id., at 1.

2. The Debtors operate a multi-site health care system that provides a wide array of medical services to the residents of Dutchess County, consisting of (i) emergency treatment, including the busiest Level II Trauma Center in New York State, (ii) mental health and addiction services, (iii) robotic surgery, (iv) physical and occupational therapy, (v) cancer treatment, and (vi) home health care. See Declaration of Arthur Nizza, D.S.W. Pursuant to Rule 1007-2 of the Local Bankruptcy Rules of the Southern District of New York in Support of First Day Motions,

(the "Nizza Decl."), ¶¶ 22-86, ECF Doc. No. 15. The Debtors' facilities serve more than 125,000 patients annually (excluding home care patients). Nizza Decl., ¶ 20. In 2012, the Debtors serviced approximately 8,000 inpatient discharges, 32,000 emergency room visits, 38,000 home care visits and 150,000 out-patient visits. Id.

3. The Debtors are operating their businesses and managing their affairs as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. On December 23, 2013, the United States Trustee appointed an Official Committee of Unsecured Creditors. ECF Doc. No. 55.

B. The Sale Process

4. The Court entered an order on December 19, 2013 setting in place a process by which the Debtors would sell substantially all of their assets in an auction procedure. See Order Authorizing and Approving Sale Procedures in Connection with Proposed Sale of Substantially All of the Debtors' Assets and Granting Other Related Relief, ECF Doc. No. 36. The Court entered a supplemental sale procedures order on February 5, 2014. ECF Doc No. 234.

5. The Debtors filed a motion on February 10, 2014 seeking, *inter alia*, approval of a sale of substantially all of their assets to Westchester County Health Care Corporation ("Westchester Medical Center"). ECF Doc No. 271.

6. By order entered on February 24, 2014, the Court approved the sale of substantially all of the Debtors' assets to Westchester Medical Center. ECF Doc No. 355.

C. The Plan and Disclosure Statement

7. On February 24, 2014, the Debtors filed a Joint Plan of Reorganization ("Plan") and Disclosure Statement for Debtors' Plan Under Chapter 11 of the Bankruptcy Code Dated

February 24, 2014 ("Disclosure Statement"), together with the Motion. ECF Doc Nos. 359, 360 and 361.

8. The Plan provides for the implementation of the sale to Westchester Medical Center, for the liquidation of all of the Debtors' assets, for making distributions to creditors, and for the cessation of the Debtors' businesses. Disclosure Statement, pp. 6-7.

III. OBJECTION

A. The Governing Law

Section 1125 of the Bankruptcy Code provides that a disclosure statement must contain "adequate information" describing a confirmable plan. 11 U.S.C. § 1125; see also In re Quigley Co., 377 B.R. 110, 115 (Bankr. S.D.N.Y. 2007). The Court may consider the confirmability of a plan at the disclosure statement stage. See In re Am. Capital Equip., LLC, 688 F.3d 145, 156 (3d Cir. 2012) (holding that a bankruptcy court may address the issue of plan confirmation where it is obvious at the disclosure statement stage that a later confirmation hearing would be futile because the plan described by the disclosure statement is patently unconfirmable). If the plan is patently unconfirmable on its face, the application to approve the disclosure statement must be denied. See In re GSC, Inc., 455 B.R. 132, 157, n.27 (Bankr. S.D.N.Y. 2011) (holding that an unconfirmable plan is grounds for rejection of the disclosure statement; a disclosure statement that describes a plan patently unconfirmable on its face should not be approved) (citing Quigley, 377 B.R. at 115).

The Bankruptcy Code defines adequate information" as:

> Information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a

> hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical reasonable investor of the relevant class to make an informed judgment about the plan . . . .

11 U.S.C. § 1125(a)(1); see also Momentum Mfg. Corp. v. Employee Creditors Comm. (In re Momentum Mfg. Corp.), 25 F.3d 1132, 1136 (2d Cir. 1994); In re Adelphia Commc'ns Corp., 352 B.R. 592, 596 (Bankr. S.D.N.Y. 2006); Kunica v. St. Jean Fin., Inc., 233 B.R. 46, 54 (S.D.N.Y. 1999).

To be approved, a disclosure statement must include sufficient information to apprise creditors of the risks and financial consequences of the proposed plan. See In re McLean Indus., Inc., 87 B.R. 830, 834 (Bankr. S.D.N.Y. 1987) ("substantial financial information with respect to the ramifications of any proposed plan will have to be provided to, and digested by, the creditors and other parties in interest in order to arrive at an informed decision concerning the acceptance or rejection of a proposed plan"). Although the adequacy of the disclosure is determined on a case-by-case basis, the disclosure must "contain simple and clear language delineating the consequences of the proposed plan on [creditors'] claims and the possible [Bankruptcy Code] alternatives ...." In re Copy Crafters Quickprint, Inc., 92 B.R. 973, 981 (Bankr. N.D.N.Y. 1988). Section 1125 of the Bankruptcy Code is biased towards more disclosure rather than less. See In re Crowthers McCall Pattern, Inc., 120 B.R. 279, 300 (Bankr. S.D.N.Y. 1990). The "adequate information" requirement merely establishes a floor, and not a ceiling for disclosure to voting creditors. Adelphia, 352 B.R. at 596 (citing Century Glove, Inc. v. First American Bank of New York, 860 F.2d 94, 100 (3d Cir. 1988)). Once the "adequate disclosure" floor is satisfied, additional information can go into a disclosure statement too, at least so long as the additional information is accurate and its inclusion is not misleading. Adelphia, 352 B.R. at 596. The

purpose of the disclosure statement is to give creditors enough information so that they can make an informed choice of whether to approve or reject the debtor's plan. In re Duratech Indus., 241 B.R. 291, 298 (Bankr. E.D.N.Y. 1999), aff'd, 241 B.R. 283 (E.D.N.Y. 1999). The disclosure statement must inform the average creditor what it is going to get and when, and what contingencies there are that might intervene. In re Ferretti, 128 B.R. 16, 19 (Bankr. D.N.H. 1991). For the reasons set forth below, the Disclosure Statement does not provide sufficient disclosures appropriate to the circumstances of these cases.

B. The Disclosure Statement Should be Amended to Provide Adequate Information Concerning the Proposed Non-Debtor Third-Party Releases, Exculpations, Limitations of Liability and Injunctions.

The Plan provides for broad third party releases of liability in Sections 10.4, 10.5 and 10.6,[1] including the following Releases of Claims, Exculpation[2], and Injunction:

> 10.4 *Releases by Holders of Claims.* As of the Effective Date and except as set forth in this Plan, each holder of a Claim or Interest shall be deemed to have

[1] The Third Party Release applies to (i) the Committee, (ii) the members of the Committee solely in their capacity as members of the Committee, (iii) each holder of the Existing Bonds solely in their capacity as holders of the Existing Bonds, (iv) the Bond Trustee solely in its capacity as Bond Trustee, (v) the DIP Lender solely in its capacity as DIP Lender, (vi) the DIP Agent solely in its capacity as DIP Agent, and (vii) the Purchaser solely it its capacity as the Purchaser and their respective current and former officers, directors, members, managers, employees, attorneys and advisors, each solely in their respective capacities as such. Plan, p. 9, Art. 1.78.

[2]Exculpated Claim is defined in the Plan as any claim related to any act or omission in connection with, relating to or arising out of the Debtors' in or out of court restructuring efforts, the Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the pursuit of confirmation of this Plan, the administration and implementation of this Plan, the Asset Sale, the issuance of the New Hospital Bonds, the execution and delivery of the New Hospital Bond Documents, the execution and delivery of the Exit Facility and the Services Agreement or the distribution of property under the Plan or any other related agreement; ***provided***, ***however***, that Exculpated Claims shall not include any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct or fraud. For the avoidance of doubt, no Cause of Action, obligation or liability specifically identified in or preserved by the Plan, the Disclosure Statement, or the Final Plan Supplement constitutes an Exculpated Claim. Plan at 6; Art. 1.49.

conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Person would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Existing Bonds, the Debtors' restructuring, the Debtors' Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim that is treated in this Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Asset Sale, this Plan, the Disclosure Statement, any Plan Supplement or related agreements, instruments or other documents (collectively, "*Released Claims*"), other than Released Claims against a Debtor, the Reorganized Debtor(s), or a Released Party arising out of or relating to any act or omission of that party constituting willful misconduct or gross negligence. No provision of this Plan, including without limitation, any release or exculpation provision, shall modify, release, or otherwise limit the liability of any Person other than the Released Parties and the Exculpated Parties, including without limitation, any Person that is a co-obligor, guarantor or joint tortfeasor of a Released Party or Exculpated Party or that otherwise is liable under theories of vicarious or other derivative liability.

10.5 *Exculpation.* Except as otherwise specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. The Debtors and each Exculpated Party (and each of their respective affiliates, agents, directors, members, officers, employees, advisors and attorneys) have, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation and distribution of securities pursuant to this Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

10.6 *Injunction*. Except as otherwise provided in the Plan or Confirmation

> Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against the Released Parties or any of their respective successors or assigns, or any of their respective assets or properties, on account of any Claim (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; or (4) commencing or continuing any action that does not comply with or is inconsistent with the Plan; provided, however, nothing in this injunction shall preclude the holder of a Claim from pursing any available insurance after the Chapter 11 Cases are closed or from seeking discovery in actions against third parties.

The Disclosure Statement should contain more information on how these broad exculpation and release provisions in the Plan, applying to multiple parties, are consistent with the Second Circuit's decisions in In re Johns-Manville Corp., 517 F.3d 52 (2d Cir. 2008) ("Manville II"), vacated & remanded on other grounds, 557 U.S. 137 (2009), aff'g in part & rev'g in part, 600 F.3d 135 (2d Cir. 2010) ("Manville III") and Deutsche Bank AG v. Metromedia Fiber Network, Inc. (In re Metromedia Fiber Network, Inc.), 416 F. 3d 136, 141 (2d Cir. 2005).

In Metromedia, the Second Circuit held that non-debtor third-party releases are proper only in "rare cases." Metromedia, 416 F. 3d at 141. The Second Circuit articulated at least two reasons for its reluctance to approve these releases:

> First, the only explicit authorization in the Code for non-debtor releases is 11 U.S.C. § 524(g), which authorizes releases in asbestos cases when specified conditions are satisfied, including the creation of a trust to satisfy future claims, and [and] . . .
>
> Second, a non-debtor release is a device that lends itself to abuse. By it, a non-debtor can shield itself from liability to third parties. In form, it is a release; in effect it may operate as a bankruptcy discharge without a filing and without the

> safeguards of the Code. The potential for abuse is heightened when releases afford blanket immunity.

Id. at 142.

The Second Circuit held that "[i]n bankruptcy cases, a Court may enjoin a creditor from suing a third party, provided the injunction plays an important part in the Debtors' reorganization plan." Id. at 141 (quoting SEC v. Drexel Burnham Lambert Group, Inc. (In re Drexel Burnham Lambert Group, Inc.), 960 F.2d 285, 292 (2d Cir. 1992)). The appellate court cautioned, however, that a non-debtor third-party release is not considered to be adequately supported by consideration simply because the non-debtor contributed something to the reorganization and the enjoined creditor took something out. Metromedia at 143. Rather, "[a] non-debtor third-party release should not be approved absent a finding by the court that 'truly unusual circumstances' exist that render the release terms important to the success of the plan." Id.

Subsequent cases further clarify the Metromedia requirements. For example, in In re DBSD North America, Inc., the Court stated:

> As the Second Circuit's decision in Metromedia and my earlier decision in Adelphia provide, exculpation provisions (and their first cousins, so-called "third party releases") are permissible under some circumstances, but not as a routine matter. They may be used in some cases, including those where the provisions are important to a debtor's plan; the claims are "channeled" to a settlement fund rather than extinguished; the enjoined claims would indirectly impact the debtor's reorganization by way of indemnity or contribution; the released party provides substantial contribution; and where the plan otherwise provides for full payment of the enjoined claims.

In re DBSD N. Am., Inc., 419 B.R. 179, 217 (Bankr. S.D.N.Y. 2009) (emphasis in original) (footnotes omitted); In re Motors Liquidation Co., 477 B.R. 198, 220 (Bankr. S.D.N.Y. 2011) ("Although (since the Code is silent on the matter) third-party releases aren't 'inconsistent with the applicable provisions of this title,' the Second Circuit has ruled that they're permissible only

in rare cases, with appropriate consent or under circumstances that can be regarded as unique, some of which the Circuit listed. But where those circumstances haven't been shown, third-party releases can't be found to be appropriate.").[3]

Before a court considers whether the proponent of a plan has demonstrated the "truly unusual circumstances" mandated by Metromedia, it must first determine whether it has subject matter jurisdiction to approve the releases or injunctions provided for by and against non-debtor third-parties. See Manville II; accord In re Dreier LLP, 429 B.R. 112, 132 (Bankr. S.D.N.Y. 2010); In re Metcalfe & Mansfield Alternative Invs., 421 B.R.685, 695 (Bankr. S.D.N.Y. 2010). In Manville II, the Second Circuit held that "a bankruptcy court only has jurisdiction to enjoin third-party non-debtor claims that directly affect the res of the bankruptcy estate." Manville II, 517 F.3d at 66; see also Dreier, 429 BR. at 133 (because the court lacks jurisdiction to enjoin claims that do not affect property of the estate or the administration of the estate, non-debtor third-party releases must be limited to claims that are derivative of the debtors).

As described above, the Plan contains provisions for the release and exculpation of non-debtor third-parties from various claims and liabilities, and an injunction against claims by and

[3] Other examples include: (i) Adelphia, 368 B.R. at 268-69 (holding that three categories of non-debtor third-party releases are acceptable under Metromedia: (1) persons indemnified by the estate under by-laws, employment contracts, or loan agreements, (2) persons involved in unique transactions, such as a party who makes a substantial financial contribution to the estate; and (3) persons who consent to the releases); (ii) In re Karta Corp., 342 B.R. 45 (S.D.N.Y. 2006) (framing inquiry as "whether a significant non-debtor financial contribution plus other unusual factors render a situation so "unique" that the non-debtor third-party releases are appropriate."). Id. at 55; (iii) In re Oneida Ltd., 351 B.R. 79 (Bankr. S.D.N.Y. 2006) (the equity committee had raised, but then abandoned, an objection to the validity of the non-debtor third-party releases, and the court found that the releases in that case were acceptable because all of the affected creditors had consented by affirmatively checking a box on the ballot indicating their willingness to grant the releases); (iii) In re Spiegel, Inc., No. 03-11540 (BRL), 2006 WL 2577825, at *7 (Bankr. S.D.N.Y. Aug. 16, 2006) (plan's non-debtor third-party releases and injunctions were critical components of the settlement that played a "vital part in the plan" and "were necessary to the proposed reorganization of the Debtors and the successful administration of their estates"); and (iv) In re XO Commc'ns, Inc., 330 B.R. 394, 440 (Bankr. S.D.N.Y. 2005) (non-debtor third-party releases were permissible where the non-debtors provided significant consideration, the non-debtors were integral to the plan, and the non-debtors' interests aligned with those of the debtors with regard to the claims).

against non-debtor third-parties and other related relief. Plan at 30-31; Art. 10.4 and 10.6; Disclosure Statement at 45-46; Art. V(D) and V(F).

Because this release seeks to include the release of claims by non-debtor third- parties against non-debtor third-parties, the Second Circuit's rulings in Manville II and Metromedia govern the Court's determination as to whether this release may be approved. It is now settled in the Second Circuit that the Court does not have subject matter jurisdiction to approve this provision because it seeks to release "direct" (non- derivative) claims that non-debtor third-parties may have against other non-debtor third parties. See Johns-Manville Corp. v. Chubb Indem. Ins. Co. (In re Johns-Manville Corp.), 600 F.3d 135, 153 (2d Cir. 2010) (clarifying on remand that the bankruptcy court does not have jurisdiction to enjoin claims against non-debtor insurers that are not derivative of the debtor).

Further, the Disclosure Statement does not provide any information as to the justification that the released parties may under any circumstances be released from acts of fraud, criminal conduct or breaches of fiduciary duties, or full compliance with Rule 1.8(h)(1) of the New York Rules of Professional Conduct which provides that a "lawyer shall not . . . make an agreement prospectively limiting the lawyer's liability to a client for malpractice." See N.Y. Comp. Codes R. & Regs. tit. 22 § 1200.8 Rule 1.8(h)(1) (2009).

The exculpation provision in the Plan releases non-fiduciary third parties from various claims and liabilities. Plan at Art. 10.5. Exculpation provisions generally apply only to fiduciaries of the estate. In re Wash. Mutual, Inc., 442 B.R. 314, 350-51 (Bankr. D. Del. 2011). This is the standard to which estate fiduciaries [are] held in a chapter 11 case." In re PWS Holding Corp., 228 F.3d 224, 246 (3d Cir. 2000). Courts have also allowed the exculpation of

non-fiduciary third parties which made a substantial contribution to the debtors' chapter 11 case or served an integral role in the proposed plan of reorganization See e.g., In re Chemtura Corp., 439 B.R. 561, 610-11 (Bankr. S.D.N.Y. 2010) (exculpation appropriate where party's role was integral to the debtor's plan or where released party provided substantial contribution). Although styled as an exculpation provision, the provision is tantamount to a non-consensual release. The Debtors have failed to explain the propriety of exculpating non-fiduciary third parties.

The proposed forms of ballots contain a box in which creditors may "opt out" of the Releases. Motion, Exhibits C-1 to C-3. The proposed ballot for general unsecured claimants refers to the "settlement, release, exculpation and injunction provisions contained in Section 10.4 and 10.5 of the Plan," and indicates that "[a] vote to accept the Plan constitutes an acceptance and consent to the Third-Party Release provisions set forth in Article 10.4 of the Plan. A vote to reject the Plan constitutes a rejection of the Third-Party Release provisions set forth in the Article 10.4 of the Plan." The ballot also instructs parties who neither vote to accept or reject the Plan, that returning a ballot automatically deems their acceptance of the Third-Party Releases, and that failing to vote with respect to the Plan also constitutes an acceptance of the Third Party Releases, but that if a creditor does not vote at all, it may check a box to reject the Third Party Releases.

The process to opt-out of the Third-Party Releases is not explained in the Disclosure Statement, and is cumbersome and confusing. Moreover, it fails to even minimally constitute a consensual process whereby creditors affirmatively indicate a willingness to grant the Releases. See In re Oneida, Ltd., 351 B.R. 79, 93 (Bankr. S.D.N.Y. 2006)(finding that only a small group of creditors were solicited to grant the releases contemplated by the Plan, and that they all affirmatively indicated a willingness to do so by checking a box on the ballot). Instead of an opt-

in procedure directed at a small group of creditors, the procedure proposed in this case is an opt-out system directed at the entire creditor body, with little explanation, and even then, only available to creditors who abstain from voting. Additional information is needed both in the Disclosure Statement, and in the proposed ballot for parties to fully understand how their rights are affected by the decision they make with respect to casting their vote.

IV. OBJECTIONS TO CONFIRMATION

If applicable, the objections raised herein are, by way of this Objection, being asserted as objections to confirmation of the Plan.

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V. CONCLUSION

WHEREFORE, the United States Trustee respectfully submits that the Court (i) sustain the Objection, (ii) direct the Debtors to amend the Disclosure Statement and Plan to cure the informational inadequacies and to address the issues identified in the Objection and (iii) grant such other relief as is just.

Dated: Poughkeepsie, New York
March 17, 2014

Respectfully submitted,

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