Ayrapetyants v Barayev
2019 NY Slip Op 31153(U)
April 17, 2019
Supreme Court, New York County
Docket Number: 650281/2019
Judge: Andrea Masley

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART IAS MOTION

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LEONID AYRAPETYANTS,

Plaintiff,

- v -

ISAK BARAYEV, ROBERT KAYKOV, SHAHERIZADA, INC.,JASOL PROPERTIES LTD., ILANA SCHWITZER,

Defendant.

INDEX NO. 650281/2019

MOTION DATE _____

MOTION SEQ. NO. 001

DECISION AND ORDER

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HON. ANDREA MASLEY:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 16, 17, 18, 19, 20, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33

were read on this motion to/for PREL INJUNCTION/TEMP REST ORDR

Upon the foregoing documents, this motion is denied.

On January 15, 2019, plaintiff, Leonid Ayrapetyants, initiated this action against defendants, his former partners Isak Barayev and Robert Kaykov (collectively, Defendants), and Shaherizada, Inc. (the Corporation)[1] alleging (1) fraud in the inducement; (2) fraudulent misrepresentation; (3) breach of contract; (4) breach of fiduciary duty; (5) conversion; (6) unjust enrichment; (7) theft of corporate opportunity and waste; (8) declaratory judgment that the stockholder agreement and stock sale and purchase agreement are valid and enforceable that plaintiff is entitled to operate the restaurant; and (9) accounting. (*see* NYSCEF Doc. No. [Doc.] 1, complaint).

[1] According to the New York State Secretary of State, the Corporation was established on May 6, 2016, with 200 shares issued.

According to the complaint, verified by counsel, plaintiff, "a professor of Pedagogical Science," entered an oral partnership agreement and invested in a Coney Island restaurant (the Restaurant), paying Barayev $500,000. (*Id.*, ¶16, 18, 19). Together, they allegedly purchased equipment and furniture for the Restaurant. (*Id.*, ¶ 21). Plaintiff alleges that he believed he and Barayev were partners 50/50, having invested the same amount, and thus, would split profits and losses equally. (*Id.*, ¶ 23). Defendants would operate the Restaurant making plaintiff a silent partner. (*Id.*, ¶24). According to plaintiff, the Restaurant opened in September 2017. (*Id.*, ¶25). Barayev, as maker, and plaintiff, as payee, entered into a 36-month note at 10%, dated October 25, 2017, in the amount of $455,000, with monthly payments of $13,200. (*Id.*, ¶¶ 31, 33, 34). Although Barayev personally guaranteed the note, he immediately defaulted. (*Id.*, ¶ 35).

Despite his frustration with (1) Defendants' refusal to disclose information about the Restaurant's performance; (2) Barayev's alleged violation of a noncompete agreement entered when he sold another restaurant; (3) Defendants' requests for more money; (4) Defendants' suspected inflation of the amounts of capital expenditures; (5) Defendants' refusal to make distributions to plaintiff from what appeared to be a successful restaurant; (6) Defendants' employment of family and friends; (7) Defendants' decision to buy a vehicle for the Restaurant; and (8) Defendants' failure to appear at the liquor license hearing, plaintiff entered a stockholder agreement (SA) and stock sale and purchase agreement (PSA) (collectively, the Agreements). (*Id.*, ¶¶ 37, 38, 41, 42, 43, 48, 49, 51). The Agreements provide that Defendants were the only stockholders prior to July 1, 2018, 80% and 20% respectively. (*Id.*, ¶¶ 53, 54). The PSA

provides that Defendants would sell their shares to plaintiff for $475,200 to be paid in installments over 36 months. (*Id.*, ¶ 55). Plaintiff claims to have operated the Restaurant since July 1, 2018. (*Id.*, ¶ 59). Significantly, Paragraph 9 of the PSA provides:

> "a. Written notice of any default by either party shall be given by the non-defaulting party to the defaulting party, by certified or registered mail or by email, and addressed to the defaulting party at the address set forth in this Agreement or to such other address as either party may hereafter designate to in writing or to the email provided, and the defaulting party shall have a period of five (5) calendar days to cure the applicable default. Said period shall commence with the date of mailing of the subject notice of default, which shall be made by depositing or delivering the same with a U.S. postal authority within the greater New York area or receipt of the email, and if the default is not cured, within said period of five (5) calendar days, then and in that event, the non-defaulting party shall have the absolute and unqualified right to assert and enforce any lawful right or remedy or to exercise any other right or remedy permitted by law."

(Doc. 4).

Article 2.2 of the SA provides:

> "Event of Default. If Failure to pay two consecutive Monthly Payments as per the payment schedule attached to the Stock Sale and Purchase Agreement as Exhibit A occurs and is continuing, then Baraev [sic] shall have the power to participate in all management decisions made by including without limitation Investors, Company and Stockholders and all management decisions shall be made by unanimous consent."

(Doc. 3).

After plaintiff commenced this action in January 2019, the parties began settlement discussions. (Doc. 10, amended complaint, ¶¶ 36-37). While the negotiations were taking place between plaintiff and Defendants, plaintiff, through counsel, was in regular contact with Jasol Properties Ltd., the Restaurant's landlord (Landlord), and Ilana Schwitzer, the Landlord's representative, about the ongoing dispute between plaintiff and Defendants. (*Id.*, ¶¶ 40-41).

On February 1, 2019, Defendants filed a verified answer with counterclaims for fraud in the inducement, fraudulent misrepresentation, breach of contract, breach of fiduciary duty, conversion, unjust enrichment, theft of corporate opportunity and waste, and an accounting. (*See* Doc. 5, answer and counterclaims). They alleged that they owned 100% of the Corporation until July 2018 when plaintiff bought 100%. In addition to monetary damages, defendants also seek declaratory relief. (*Id.*, ¶¶ 116-124).

On March 15, 2019, the Landlord entered into a new lease with nonparty Arzy Palace, Inc. (Doc. 30, 2019 Lease). Schwitzer claimed the new tenant was immediately operational. (Transcript of March 26, 2019 [Tr.] 10:3-4).[2]

On March 25, 2019, plaintiff, now a resident of Uzbekistan,[3] filed in ECF an amended complaint, again verified by counsel, adding the Landlord[4] and Schwitzer as defendants (Amended Complaint). (Doc. 10, ¶1). Now, plaintiff alleges that he paid the Corporation, not Barayev, $500,000, without any documentary evidence. (*Id.*, ¶ 12). As to Kaykov and Barayev, plaintiff alleges fraud and breach of fiduciary duty and seeks a declaratory judgment. (*Id.*). Plaintiff also alleges conversion, derivatively on behalf of the Corporation, against the Landlord, Schwitzer and Kaykov; tortious interference with contract and business relations against Schwitzer; and civil conspiracy against Schwitzer and Kaykov. (*Id.*). Plaintiff seeks a declaration that he is the sole shareholder and officer of the Corporation; declaring the surrender agreement null and void and the

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[2] The court's review of the new lease *in camera* does not preclude plaintiff from obtaining the lease in discovery.
[3] In the complaint, plaintiff stated that he was a resident in the U.S. (Doc. 1, ¶1). Plaintiff is silent as to when he returned to Uzbekistan.
[4] According to the New York State Secretary of State, Jasol Properties Ltd. was incorporated on June 25, 1987 with Nathan T. Schwitzer as CEO.

lease between the Corporation and the Landlord (the Lease) in full force and effect; terminating Landlord's lockout; enjoining the Landlord from leasing the premises to another tenant; and money damages; or returning the Restaurant's equipment and furniture. (*Id.*). However, the Amended Complaint was filed without leave of court or stipulation of the answering defendants as required by CPLR 1003 and 3025(a) and (b).

In addition to attaching to the Amended Complaint copies of the Agreements and note, plaintiff acknowledges that Defendants now claim that plaintiff defaulted under the PSA. (Doc. 10, ¶ 34). Plaintiff disputes such a default claiming that he made payments under the PSA and that defendants failed to notify him as required by PSA, ¶ 9, Notices of Default. (Doc. 4, PSA).

On February 25, 2019, Schwitzer and Kaykov entered an agreement surrendering the Lease, including the equipment and furniture, and releasing Kaykov from personal guarantee (Surrender Agreement). (Doc. 10, ¶ 45; Doc. 29, the Surrender). Plaintiff disputes that Kaykov ever had authority to surrender the Lease under the Agreements.

On March 26, 2019, plaintiff filed an OSC seeking a TRO and preliminary injunction enjoining the Landlord from blocking plaintiff's access to the Restaurant; enjoining the landlord from entering a new lease or transferring the Restaurant equipment; and enjoining Kaykov and Barayev from taking any action on behalf of the Corporation.[5] (Doc. 22). In support of the TRO, plaintiff submits a March 25, 2019 affidavit. Significantly, he states that he assumed full control of the Restaurant in July

[5] In the absence of opposition, the court would be compelled to grant this part of plaintiff's request for a preliminary injunction based on the original complaint.

2018, "we have spent countless hours, efforts and significant sums of money building and marketing the Restaurant" and have built a "following and brand," and "there are parties and events scheduled in the upcoming weeks." (Doc. 19, Affidavit ¶¶ 4, 5, 6, 7).

In support of the TRO, plaintiff's transactional attorney, Asher Gulko, submitted an undated affirmation. Significantly, he states that he informed Schwitzer of the dispute between plaintiff and Defendants and that plaintiff owned the Company, the Restaurant and the furniture and equipment therein. (Doc. 18, Gulko Affirmation ¶¶ 4-5). At a hearing on April 9 and 10, 2019,[6] he reaffirmed that he spoke to Schwitzer and informed her of the dispute. He credibly testified that they discussed rent arrears and that plaintiff now operated the Restaurant. According to contemporaneous text messages, beginning on February 21, 2019, between Gulko and Schwitzer, he spoke to Schwitzer's husband, the CEO of the Landlord, on March 14, 2019, and was in the process of arranging a meeting with the Landlord and plaintiff. (Plaintiff's exhibit 1 and 2). On March 17, 2019, by text, Gulko asked Schwitzer to confirm that the Landlord had not entered a new lease, but there was no response. (*Id.*).

On March 26, 2019, Schwitzer made a special appearance at the emergency proceeding on plaintiff's request for a TRO.[7] Significantly, Schwitzer disclosed that the premises had been rented to a new tenant as of March 15, 2019. She was

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[6] Based on the profound contradictions between Schwitzer and Gulko and the extraordinary injunctive relief requested by plaintiff, the court held an emergency hearing on April 9 and 10, 2019, to resolve the sole issue of what disclosures were made during communications between Schwitzer and Gulko which is relevant to whether Kaykov's surrender is valid.

[7] Schwitzer and the Landlord had yet to be served. (Tr. 19:22-20:1).

understandably incredulous that she, the attorney for the Landlord, was named as a defendant. (Tr. 9:17-20). What she failed to disclose to the court was that she and her husband are the Landlord. Schwitzer said many things on March 26, 2019 which she would later contradict or would be contradicted by documentary evidence or Gulko's credible testimony. For example, she repeatedly said "I've never heard of his client [plaintiff]." (Tr. 7:1-3; 18:18-19). However, text messages between Schwitzer and Gulko from February 21, 2019 to March 19, 2019 establish otherwise. (Plaintiff's exhibit 1 and 2). She said she initiated an eviction proceeding against the Corporation, resulting in Kaykov surrendering the Lease, but there are no such court records. (Tr. 8:7-16; 27:3-4). She said the furniture in the Restaurant belongs to the Landlord because it was abandoned by the prior tenant, a restaurant. (Tr. 24:13-14). However, she repeatedly referred to the premises as a "store" (tr. 8:15; 26:20-21; 28:23-24), and admitted on April 10, 2019,[8] that the prior occupant was a store with a kitchen, not a restaurant. She said the Corporation paid rent for two years [November 2016 to November 2018], but insisted the Restaurant was failing since July 2018 resulting in significant arrears, not two months of arrears. (Tr. 7:24-8:16; 11:1-5). She also said that the tenant stopped paying rent in January 2019. (Schwitzer Affirmation, ¶11). Finally, Schwitzer admitted to failing to conduct any investigation when the Lease was signed; she never requested corporate governance documents instead assuming that Kaykov was 100% owner of the Corporation. (Tr. 12:12-14). Rather, she "trusted"

[8] Due to the urgency of this matter, with a TRO in place preventing a business from operating, the court expedited this decision and did not wait for the parties to submit a copy of the transcript of the April 9 and 10th hearing. Thus, there are no citations to that record.

Kaykov when she negotiated the Lease in November 2016. (Tr. 17:18; 11:4-8; 12:12-14; 13:2-15:5). Although Schwitzer admitted that she was aware of plaintiff as early as June 2018, and was certainly informed by February 21, 2019, if not earlier by Gulko, who testified that he was engaged by plaintiff in January 2019, of the dispute over the Restaurant among plaintiff and Defendants, she accepted the surrender from Kaykov without any inquiry into whether he had authority. (Tr. 15:9, 15-17; 17:10-11). While Schwitzer's testimony is completely unreliable, the documents she provided are relevant to this decision.

On November 3, 2016, the Corporation and Landlord entered into the Lease with an initial rent of $8,000, increasing 3% a year. In addition to executing a personal guarantee, Kaykov signed the Lease as "owner." (Doc. 28, Lease). Based on paragraph 17 (A) (B) and (C) of the Lease, the Landlord argues that the parties violated the Lease by failing to notify the Landlord of the July 2018 transfer of 50% ownership of the Corporation to plaintiff. It provides:

> "A. Tenant, for itself, and its heirs, distributees, executors, administrators, legal representatives, successors and assigns, covenants that Tenant shall not, without the prior written consent of Landlord in each instance: (i) assign, mortgage or encumber its interest in this Lease, in whole or in part, or (ii); sublet, or permit the subletting of, the Premises or any part thereof, or (iii) permit the Premises or any part thereof to be occupied, or used by any person other than Tenant.
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> B. If Tenant's interest in this Lease is assigned, whether or not in violation of the provisions of this Article 17, Landlord may collect rent from the assignee; if the Premises or any part thereof are sublet to, or are occupied by, or are used by, any person other than Tenant, whether or not in violation of this Article 17, Landlord, after default by Tenant under this Lease, may collect rent from the subtenant, user or occupant. In either case, Landlord shall apply the net amount collected to the rent reserved in this Lease, but neither any such assignment, subletting, occupancy, or use, whether with or without Landlord's prior consent, nor any such collection or application, shall be deemed a waiver of any term, covenant or condition of this Lease or the acceptance by Landlord of such

> assignee, subtenant, occupant or user as tenant. The consent by Landlord to any assignment, subletting, occupancy or use shall not relieve Tenant from its obligation to obtain the express prior written consent of Landlord to any further assignment, subletting, occupancy or use. Tenant agrees to pay to Landlord a processing fee and the reasonable attorneys' fees and disbursements incurred by Landlord in connection with any proposed assignment of Tenant's interest in this Lease or any proposed subletting of the Premises or any part thereof. Neither any assignment of Tenant's interest in this Lease nor any subletting, occupancy or use of the Premises or any part thereof by any person other than Tenant, nor an collection of rent by Landlord from any person other than Tenant as provided in this subsection B, nor any application of any such rent as provided in this subsection B shall, in any circumstances, relieve Tenant of its obligation fully to observe and perform the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed.
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> C. If Tenant is a limited liability company or a corporation, a transfer of 50% or more of the stock or interest of Tenant shall be deemed to be an assignment of this Lease."

(Doc. 28).

Paragraph 22 of the Lease, entitled Defaults, lists the events of default including: nonpayment of rent; "If Tenant shall default in performance of the covenants and obligations set forth in this lease;" or "If Tenant or Guarantor is unable or admits in writing of its inability to pay its debts or rents herein as they become due; however, tenant will not be in default so long as rent is continued to be paid." Upon the event of a default, Landlord must give 10 days notice. (Doc. 28). Paragraph 23, entitled Remedies and Damages, allows for self-help. It provides that upon a default in payment, after notice and a grace period, the Landlord may take possession. (Doc. 28).

The February 27, 2019 Surrender Agreement provides that the Corporation owes the Landlord rent for December 2018 to February 2019 as well as plumbing charges and legal fees. (Doc. 29). The Landlord argues that the Surrender Agreement is valid because Landlord believed that Kaykov had authority to surrender the Lease. The Landlord insists that it had no duty to inquire into his authority. Rather, the Corporation,

as tenant, and parties had a duty to inform the Landlord of the change in control. The July 2018 transaction may constitute an assignment without prior Landlord written permission, and thus, the Corporation may have defaulted under the Lease. However, the Landlord has not served a 10-day notice. While the Landlord has the option of serving a ten day notice, here it is clear by Landlord's issuance of a new lease that it intends to terminate the lease with the Corporation.

Following the March 26, 2019 appearance, the court issued a TRO to maintain the status quo pending decision. (Doc. 22).

For injunctive relief under CPLR 6301, the movant must establish likelihood of success on the merits of the action; the danger of irreparable harm in the absence of a preliminary injunction; and a balance of equities in favor of the moving party. (*Gliklad v Cherney*, 97 AD3d 401, 402 [1st Dept 2012] [citations omitted]). "A preliminary injunction should not be granted unless the right thereto is plain from the undisputed facts and there is a clear showing of necessity and justification." (*O'Hara v Corporate Audit Co.*, 161 AD2d 309, 310 [1st Dept 1990] [citations omitted]).

As to conversion, plaintiff claims that he or the Corporation purchased the Restaurant's furniture and equipment, which the Landlord has allegedly converted by locking plaintiff out and now renting the premises to another tenant using the Restaurant's property contrary to paragraph 4 of the Lease. The Landlord claims that plaintiff owns nothing as the equipment was left by the prior tenant, a store.

> "Interference with another's right to possession is the essence of conversion. In order to be guilty of conversion, it is not necessary that one take actual physical possession of the subject property. Any wrongful exercise of dominion by one other than the owner is a conversion * * * The exercise of dominion over property to the exclusion of and in defiance of the owner's right is a conversion." (internal quotation marks and citations omitted).

(*Glass v Wiener*, 104 AD2d 967, 968 [2d Dept 1984]).

As to plaintiff's claim for tortious interference with contract and business relations against Schwitzer, plaintiff must establish "the existence of its valid contract with a third party, defendant's knowledge of that contract, defendant's intentional and improper procuring of a breach, and damages." (*White Plains Coat & Apron Co., Inc. v Cintas Corp.*, 8 NY3d 422, 426 [2007]). Plaintiff claims that Schwitzer interfered with the settlement agreement, that plaintiff thought he had with Defendants, by accepting the Surrender Agreement from Kaykov who had no authority to execute it.

As to civil conspiracy, plaintiff alleges that Schwitzer and Kaykov entered the Surrender Agreement to deprive plaintiff of his property, the Lease, the Restaurant and its contents.

> "New York does not recognize an independent cause of action for conspiracy to commit a civil tort. In fact, [a]llegations of conspiracy are permitted only to connect the actions of separate defendants with an otherwise actionable tort. Therefore, under New York Law, to establish a claim of civil conspiracy, the plaintiff must demonstrate the primary tort, plus the following four elements: (1) an agreement between two or more parties; (2) an overt act in furtherance of the agreement; (3) the parties' intentional participation in the furtherance of a plan or purpose; and (4) resulting damage or injury"

(*Abacus Fed. Sav. Bank v Lim*, 75 AD3d 472, 474 [1st Dept 2010] [internal quotation marks and citations omitted]).

As to the issue of whether the Landlord knew of this dispute among plaintiff and the Defendants and Kaykov's lack of control, the court finds Gulko's testimony credible and supported by documentary evidence. Gulko is not a party to the action, with no reason but to tell the truth unlike Schwitzer. (PJI 1:91). Nonetheless, plaintiff cannot establish the elements necessary for an injunction displacing the current tenant.

Plaintiff cannot establish likelihood of success at this early juncture. According to the documentary evidence before the court, plaintiff became a shareholder on July 1, 2018. Until then, he was a creditor pursuant to the note. (Doc. 11).[9] In his affidavit, plaintiff fails to mention when he became a 50/50 owner. Gulko's verification, on information and belief, is insufficient to establish otherwise for the purposes of showing likelihood of success. Whether plaintiff owned 50% of the Corporation from 2016 to July 2018 and acquired another 50% in July, as is asserted, or Defendants owned 20% and 80%, respectively, as they assert, the Lease required notice of the change in July 2018. While plaintiff has established that he gave the Landlord notice of this dispute, there is no claim that plaintiff complied with paragraph 17 of the Lease and certainly no written approval from the Landlord. Tenant's assignment of the Lease without obtaining the landlord's prior approval constitutes an "incurable default." (*See Zona Inc. v Soho Centrale LLC*, 270 AD2d 12, 14 [1st Dept 2000]). Neither plaintiff nor the Corporation volunteered to give late notice of the July transfer. (*See Bliss World LLC v 10 W. 57th St. Realty LLC*, ___AD3d___, 2019 NY Slip Op 01509 [1st Dept 2019]). The court is compelled to find at this juncture that eventually the Corporation would be evicted for this incurable default.[10]

Also, inconsistencies are abound, and plaintiff fails to resolve them. While such inconsistencies are not unusual at this early point in litigation, the court cannot find

[9] Prior to July 2018, plaintiff does not assert ownership of the shares, though 200 shares were issued in May 2016 and, according to the SA, Barayev and Kaykov owned 80 and 20 shares, respectively.

[10] The court cautions the parties as to the impact of this preliminary prediction since the tenant is entitled a 10-day notice and has been displaced without it. While the record is insufficient to issue a preliminary injunction displacing the new tenant, it is premature to predict whether after discovery, plaintiff can prove its case and damages.

likelihood of success on this record. For example, the Lease is dated November 2016, but plaintiff claims the restaurant "opened for business in September of 2017." (Doc. 10, ¶ 15). Also, Schwitzer mentioned a flood which is corroborated by the Surrender Agreement. (Schwitzer Aff. ¶ 11). However, plaintiff is silent about the flood raising an issue as to whether he was indeed operating the Restaurant and in Coney Island, since July 2018. Likewise, plaintiff is silent on the circumstances of the lock-out while he was allegedly operating the Restaurant. Gulko's affirmation on information and belief is insufficient to establish the circumstances of the lock-out. Finally, plaintiff is strangely silent as to whether he was paying the rent or not while he was operating the Restaurant since July 2018.

As between the shareholders, the Agreements provide that plaintiff controlled the Corporation, and thus, Kaykov lacked authority to surrender the valuable Lease. Indeed, at most Kaykov controlled 20% of the Corporation until July 2018 which was insufficient for the Landlord to issue the 2016 Lease, though no one challenges the validity of the Lease. Schwitzer said it is Landlord's policy to "tell them that you have to have a majority, you know, you have to be a majority shareholder, which we allowed." (Tr. 11:6-8). However, there is no evidence that she actually told Kaykov of that policy. She remarkably made no inquiry.

The Landlord challenges plaintiff's assertion of irreparable harm and insists that plaintiff's alleged damages are compensable with money damages. Contrary to the Landlord's assertion, plaintiff seeks to nullify the surrender and declare the Lease valid. (Doc. 10 at 12, ¶ B). Surely putting a Coney Island restaurant out of business as the season is about to begin would cause irreparable harm. The question here is whether

the Corporation or the new tenant loses the Lease and goes out of business. While the Landlord was on notice of the dispute between the shareholders as early as June 2018, but incredibly failed to inquire before accepting the surrender, failure to notify the Landlord of a change in ownership in July 2018 of greater than 50% is fatal to plaintiff's request for a preliminary injunction. (*Zona, supra*).

The Landlord's assertion of unclean hands to preclude the preliminary injunction is based on Schwitzer's unreliable statements that she never heard of plaintiff, and thus, the court is compelled to discount the argument.

Finally, plaintiff's failure to comply with the CPLR is fatal. (*Gerschel v Christensen*, 128 AD3d 455, 456-457 [1st Dept 2015] ["failure to comply with CPLR 1003 when adding defendants is a jurisdictional defect" that cannot be corrected *nunc pro tunc* and "renders the supplemental summons and amended complaint a legal nullity"]).

Accordingly, it is

ORDERED that plaintiff's motion for a preliminary injunction is denied; and it is further

ORDERED that the TRO is vacated.

4/12/19
DATE

ANDREA MASLEY, J.S.C.

CHECK ONE:	☐	CASE DISPOSED	☒	DENIED	☒	NON-FINAL DISPOSITION
	☐	GRANTED			☐	GRANTED IN PART
APPLICATION:	☐	SETTLE ORDER			☐	SUBMIT ORDER
CHECK IF APPROPRIATE:	☐	INCLUDES TRANSFER/REASSIGN			☐	FIDUCIARY APPOINTMENT

☐ OTHER

☐ REFERENCE