STATE OF NEW YORK
COURT OF APPEALS

IN THE MATTER OF THE CLAIM FOR COMPENSATION UNDER THE WORKERS' COMPENSATION LAW BY

Estate of Norman A. Youngjohn,

Claimant-Appellant,

vs

Berry Plastic Corporation,

Employer-Respondent,

Safety National Casualty Corp c/o ESIS, Inc.,

Carrier-Respondent,

Workers Compensation Board,

Respondent.

Attorney Affirmation

WCB # G0935493
Third Department # 527110

Cory A. DeCresenza, Esq., affirms as follows pursuant to CPLR Rule 2106:

1. I am an attorney duly admitted to practice in the State of New York and am a partner at the firm of Goldberg Segalla LLP, counsel for employer-respondent Berry Plastic Corporation and carrier-appellant Safety National Casualty Corp c/o ESIS, Inc. (collectively, the "respondents"). As such, I am fully familiar with the pleadings and proceedings herein.

2. This affirmation is submitted in opposition to claimant-appellant's motion seeking leave to appeal to the New York Court of Appeals.

3. This claim involves the estate of Norman Youngjohn. The respondents have no substantial dispute with the procedural and factual history as given in claimant-appellant's motion – i.e., that Mr. Youngjohn passed away due to causes unrelated to his workers' compensation claim after permanency opinions had been issued relative to established sites of injury but before a decision was entered on the issue of permanency.

4. Respondents, however, oppose claimant's motion for the reasons stated more fully in the accompanying memorandum of law. In sum and substance, the carrier submits that the New York State Supreme Court, Appellate Division, Third Department made no error of fact or law warranting review by the New York Court of Appeals. The Third Department accurately summarized the controlling statutes and case law and found that claimant presented insufficient evidence that the legislature's 2009 amendments of the Workers' Compensation Law did not overturn precedent set forth in *Matter of Healey v. Carroll.*

5. **WHEREFORE**, it is respectfully requested that this Court deny claimant-appellant's motion for Leave to Appeal to the Court of Appeals and for such other and further relief as the Court believes is fair and proper.

Dated: Syracuse, New York
June 24, 2019

Respectfully submitted,

By: _____

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Memorandum of Law

WCB # G0935493
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STATEMENT OF FACTS

At this time, the employer-respondent and carrier-respondent respectfully incorporate by reference the Statement of Facts as given in its Rebuttal Brief in connection with the underlying Appeal as the facts are not in dispute in this matter.

ARGUMENT

The Workers' Compensation Board Properly Concluded that Claimant's Recovery Should be Limited to Those Benefits Accrued Prior to His Death and Reasonable Funeral Expenses and Did not Misinterpret Either Case Law or Statutory Interpretation in its Decision.

A. Statutory Provisions

Pursuant to N.Y. Workers' Comp. Law § 33 (emphasis added):

Compensation or benefits due under this chapter shall not be assigned, released or commuted except as provided by this chapter, and shall be exempt from all claims of creditors and from levy, execution and attachment or other remedy for recovery or collection of a debt, which exemption may not be waived provided, however, that compensation or benefits other than payments pursuant to section thirteen of this chapter shall be subject to application to an income execution or order for support enforcement pursuant to section fifty-two hundred forty-one or fifty-two hundred forty-two of the civil practice law and rules. Compensation and benefits shall be paid only to employees or their dependents, except as hereinafter in this chapter provided. **In the case of the death of an injured employee to whom there was due at the time of his or her death any compensation under the provisions of this chapter, the amount of such compensation shall be payable to the surviving spouse, if there be one, or, if none, to the surviving child or children of the deceased under the age of eighteen years, and if there be no surviving spouse or children, then to the dependents of such deceased employee or to any of them as the board may direct, and if there be no surviving spouse, children or dependents of such deceased employee, then to his estate.** An award for disability may be made after the death of the injured employee.

Per the terms of Section 15(4) of the Worker's Compensation Law (emphases added):

Effect of award. An award made to a claimant under subdivision three shall **in case of death arising from causes other than the injury** be payable to and for the benefit of the persons following:

* * *

d. If there be no surviving spouse and no surviving child or children of the deceased under the age of eighteen years, then to such dependent or dependents as defined in section sixteen of this chapter, as directed by the board; **and if there be no such dependents, then to the estate of such deceased in an amount not exceeding reasonable funeral expenses as provided in subdivision one of section sixteen of this chapter, or, if there be no estate, to the person or persons paying the funeral expenses of such deceased in an amount not exceeding reasonable funeral expenses as provided in subdivision one of section sixteen of this chapter.**

The current version of Section 15(3)(u) of the Workers' Compensation Law provides:

u. Total or partial loss or loss of use of more than one member or parts of members. In any case in which there shall be a loss or loss of use of more than one member or parts of more than one member set forth in paragraphs a through t, inclusive, of

this subdivision, but not amounting to permanent total disability, the board shall award compensation for the loss or loss of use of each such member or part thereof, which awards shall be fully payable in one lump sum upon the request of the injured employee.

The previous version of Section 15(3)(u) differed only at the end, by stating, "the board shall award compensation for the loss or loss of use of each such member or part thereof, which awards shall run consecutively." *See e.g.* Workers' Compensation Law Section 15(3)(u) (version effective October 3, 2011 to March 28, 2013).

Last, Section 25(1)(a)-(b) presently states:

1. When no controversy; penalties: failure to notify of cessation of payment; late payment of installment. (a) The compensation herein provided for shall be paid periodically and promptly in like manner as wages, and as it accrues, and directly to the person entitled thereto without waiting for an award by the board, including those cases previously established and closed by the board upon receipt of an application to reopen such case, except in those cases in which the right to compensation is controverted by the employer.

(b) The first payment of compensation shall become due on the fourteenth day of disability on which date or within four days thereafter all compensation then due shall be paid, and the compensation payable bi-weekly thereafter; but the board may determine that any payments may be made monthly or at any other period, as it may deem advisable. An award of compensation payable for permanent partial disability under paragraphs a through t, inclusive, of subdivision three of section fifteen of this article, shall be payable in one lump sum, without commutation to present value upon the request of the injured employee.

The only pertinent difference between the current and the prior version of Section 25 is that the last sentence ("An award...of the injured employee") was added to the end. *See e.g.* Workers' Compensation Law Section 25(1)(a)-(b) (version effective March 13, 2007 to August 25, 2009).

B. Case Law Interpretations of Applicable Statutes

The Third Department interpreted Workers' Compensation Section 33 in *Healey v. Carroll*, 282 A.D. 969 (3d Dept. 1953). In *Healey*, the claimant was injured on April 19, 1949, and passed

away for unrelated reasons on May 24, 1950. *Id.* The Board awarded a posthumous schedule loss of use of 55% of the right arm. The Court wrote that (*id.*):

> "[t]he general provision of the statute in a case where there is 'any compensation' due to an injured employee at the time of death where such employee leaves no spouse, children or dependents is that the compensation 'due' at such time is payable to his estate (Workmen's Compensation Law, § 33). In relation to a schedule award there is also a direction where the death occurs 'from causes other than the injury'. (§ 15, subd. 4.) In such a case the award is payable to the estate if there are no 'surviving dependent husband', children or dependents, but the amount is limited to 'reasonable funeral expenses' (par. d)."

The Court there rejected claimant's interpretation of Sections 15 and 33, writing that (*id.*):

> "We think when section 33 and subdivision 4 of section 15, are read together that section 33 which preserves the award 'due' at the time of death should be deemed the general and paramount policy of the Legislature unless the other section must be read as cutting it off in the case of a schedule award. We think that subdivision 4 of section 15 was intended to provide for the unaccrued part of a schedule award that would have become due after the death of the claimant from causes other than the accident. The unaccrued part was to be absorbed and limited by the funeral expenses. The accrued part of the award, that due when death occurred, was the property of the decedent without regard to when the award was made and it would require strong and certain language to take it away from the decedent's estate, assuming the power could be exercised in this direction consistently with the Constitution. In the case before us the schedule award was computed only to the date of claimant's death and there was added to this the funeral expenses."

The Workers' Compensation Board thereafter continued to note the distinction between the accrued and not yet accrued portions of a posthumous scheduled loss of award. In *NYS Off of Pks & Recreation*, 29517441, 1998 WL 985496, at *1 (N.Y. Work. Comp. Bd. Dec. 14, 1998), the Board cited *Healey* and wrote:

> Section 15–4 of the Workers' Compensation Law provides in relevant part that if there is no surviving spouse or child the award to a deceased claimant is payable to the estate of such deceased, in an amount not exceeding reasonable funeral expenses.
>
> In the Matter of [Healey], the Appellate Division held that the accrued part of the schedule award to the date of death regardless of when the award is made, is the property of the decedent and is payable to the decedent's estate, without limitation,

and only the unaccrued part of the award is be absorbed and limited by the funeral expenses.

Upon review of the entire record, the Board Panel finds that the part of the schedule award after the decedent died on September 26, 1996 is limited by the funeral expenses pursuant to Section15-4(d) of the Workers' Compensation Law.

Accordingly, the Workers' Compensation Law Judge decision filed on April 22, 1998 as corrected on May 13, 1998 is modified to the extent of finding that the schedule award for the period after the decedent's death is payable to the decedent's estate in an amount not exceeding reasonable funeral expenses

Prior to the statutory changes, the same reasoning was entered in similar Board cases in 2000 and 2003 where the claimant passed away as a result of unrelated causes; specifically, in cases where the scheduled loss of use award accrued before the death of death, the entirety of the award was paid, otherwise, the limiting language of Section 15(4) applied. *See Town of Huntington*, 29602617, 2000 WL 33344537, at *1 (N.Y. Work. Comp. Bd. Mar. 8, 2000) ("Inasmuch as there were sufficient number of weeks between the date of the compensable accident and the claimant's death in which to pay the schedule loss of use award, that award should be paid to the claimant's estate . . . .") and *Ruth Diamond Mkt. Research*, 80002208, 2003 WL 21104752, at *1 (N.Y. Work. Comp. Bd. May 12, 2003) ("The Board Panel finds that the schedule loss of use award should not pay the decedent's estate that portion of the award which accrued after her death").

In 2010, the Board addressed a similar case after the change to Section 25(1)(a)-(b) permitting scheduled loss of use awards "without commutation to present value upon the request of the injured employee." The Board discussed *Healey* in detail in *Price Chopper/Golub Corp*, 59912748, 2010 WL 2419811, at *2 (N.Y. Work. Comp. Bd. Apr. 9, 2010), writing (emphasis added):

> The posthumous schedule is payable in full to the claimant's estate **if the entire period covered by the schedule accrued prior to the claimant's death.** Here, the

claimant was awarded an initial 8% SLU of the right leg per Conciliation decision which became final on June 5, 2000. The claimant's case was subsequently reopened and she underwent a total knee replacement on April 3, 2008. The claimant died on March 20, 2009 from unrelated causes. The posthumous 50% SLU award was made per WCLJ decision filed December 30, 2009.

The SLU award is properly expressed in the appropriate number of weeks as set forth by the statute, commencing on the date of accident and running to the termination of the statutory period; regardless of the date on which the award is rendered. The only actual calendar dates which matter are the dates of temporary total disability. Here, as set forth by the WCLJ's decision, the claimant was entitled to 147 weeks of benefits (144 weeks for 50% SLU of the leg and 3 weeks for protracted healing period). As the liability for the SLU accrued on the date of accident, the WCLJ set forth the awards as follows:

2/24/99 to 7/1/99: 18.2 weeks @ PPD rate of $400/wk.
7/1/99 to 8/23/99: 7.4 weeks @ TTD rate of $400/wk.
8/23/99 to 4/13/01: 85.8 weeks @ PPD rate of $400/wk.
4/3/08 to 12/9/08: 35.6 weeks @ TTD rate of $400/wk.

As the claimant did not die until March 20, 2009, the entirety of the SLU award "accrued" prior to the claimant's death; thus her estate is entitled to the entire award under WCL § 15(4)(d).

Although claimant's counsel urged below that *Price Chopper/Golub Corp.* is a departure from *Healey*, the undersigned respectfully submits that a plain reading of the case shows its consistency with *Healey* and the prior Board decisions. The same was true of claimant's cited case *Hertz Corp.*, Case Nos. 50409131, 50610546, 2013 WL 205034, at *3 (N.Y. Work. Comp. Bd. Jan. 11, 2013) which held that "[f]inally, the case law interpreting the Workers' Compensation Law § 15 [4][d] restriction of posthumous SLU awards to an amount equal to the reasonable funeral expenses has made it clear that such restrictions only apply to the award periods which post-date claimant's death. Thus, the mere fact that the award date is subsequent to claimant's death is not determinative; it is the dates reflected in the award periods that control . . . The posthumous schedule is payable in full to the claimant's estate **if the entire period covered by the schedule accrued prior to the claimant's death**." (citation omitted, emphasis added).

Again, in the period following the prior 2013 change to the final portion 15(3)(u), the *Healey* analysis has continued to be used by the Board.

Notably, in *Tax Comm'n*, G022 0626, 2014 WL 7402939, at *3 (N.Y. Work. Comp. Bd. Dec. 17, 2014), the Board addressed a claim where permanency had not yet been reached prior to a claimant's death due to unrelated causes and claimant was seeking a posthumous scheduled loss of use where there were no qualifying dependents. The Board wrote that "WCL § 33 allows posthumous awards of compensation payable to the estate that were 'due at the time of [the claimant's] death.' In the 'matter at bar, the only awards payable to the estate would be *for any periods of temporary disability occurring during claimant's lifetime*. Being that the $6,000.00 award for funeral expenses was based upon WCL § 15(4)(d), that award must be rescinded." It is respectfully submitted that this finding underscores that only the temporary disability awards or that portion of the scheduled loss of use which had accrued are payable in similar circumstances.

Most important to the Board's finding in this case is the Board's analysis in *CBNBTL LLC*, G0782070, 2017 WL 5203409 (N.Y. Work. Comp. Bd, Oct. 27, 2017). There, the Board addressed a claim where a claimant left no qualifying dependents but medical evidence did support a finding of permanency by way of scheduled loss of use. *Id.* at 3. The finding by the Workers' Compensation Law Judge in that case was that "claimant [was] entitled to the amount of the posthumous SLU award up to the date of the decedent's death, and made the award for a 30% SLU, equating to 86.4 weeks of benefits at the PPD rate of $792.07 per week, for a total award of $68,434.85, less prior payments. The claimant's attorney requested a fee of $4,750. The carrier noted an exception to the findings, and the claimant's attorney objected to there being no direction for payment of the funeral expenses." *Id.* The carrier appealed contending that awards should be

limited per Section 15(4) and seeking a finding that the award should be limited to $6,000. *Id.*

The Board wrote (id. at 3-4 [citation omitted]):

> In both *Hertz* and *Price Chopper*, the Board relied on WCL § 33 and *Healey*, 282 App Div 969 (1953) to find that the posthumous schedule was payable in full to the decedent's estate, as the entire period covered by the schedule accrued prior to the decedent's death.
>
> However, WCL § 33 is inapplicable where, as here, the decedent's death was not causally related to the underlying work injury . . . . To the extent that the Court relied on WCL § 33 to support the findings made in *Healey*, that decision should not be followed by the Board as it fails to follow the statutory restriction on the amount of posthumous SLU awards that can be awarded when there is no causally related death as set forth in WCL § 15(4) (*see generally Matter of Fox v Crosbie-Brownlie, Inc.*, 284 AD2d 42 [2001] [Court declined to follow an Appellate Division decision relied upon by the Board and reversed the Board because the case it relied on to support its calculation of the number of weeks for a schedule loss of use award improperly extended the statutory provision for wage expectancy]).
>
> Here, the decedent passed away on February 12, 2014. There is no evidence in the record indicating that the decedent's death was in any way causally related to the established injuries herein. The claimant, the administrator of the decedent's estate, is neither the surviving spouse nor the surviving child of the decedent. The total funeral expenses related to the decedent's death equate to $11, 288.00.
>
> The statutory maximum for funeral expenses in the case at hand is $6, 000.00. Based on the foregoing, the posthumous benefit award, payable to the decedent's estate, is properly limited to reasonable funeral expenses in the amount of $6, 000.00.
>
> CONCLUSION
>
> ACCORDINGLY, the Notice of Decision filed March 14, 2016, is MODIFIED to clarify that the date of death is February 12, 2014, to rescind the schedule loss of use finding, to limit the posthumous benefit award, payable to the decedent's estate, to reasonable funeral expenses in the amount of $6, 000.00, and to reduce the awarded attorney's fee to $750.00. In all other respects, the decision remains in effect. No further action is planned by the Board at this time.

This Court followed the well-established pattern in in the instant matter. The Court wrote in *Youngjohn v. Berry Plastics Corp.*, 169 A.D.3d 1237, 94 N.Y.S.3d 396, 399–400 (3d Dep't 2019) (footnote omitted):

> "In our view, the 2009 statutory amendments did not alter the longstanding rule that, where an injured employee dies without leaving a surviving spouse, child under 18 years old or dependent, only that portion of the employee's SLU award that had accrued at the time of the death is payable to the estate, along with reasonable funeral expenses (*see Matter of Healey v. Carroll,* 282 App.Div. at 970, 125 N.Y.S.2d 734). Nor did, as claimant contends, the amendments alter the rate at which an SLU award accrues to an injured employee who is posthumously awarded SLU benefits. Absent clear statutory language or an indication of statutory intent, we cannot conclude that, in granting the option of a lump-sum payment, the Legislature intended for the employee's estate to collect any portion of the posthumous SLU award that had not accrued prior to death. Accordingly, claimant was not entitled to the entirety of decedent's SLU award. However, under *Matter of Healey v. Carroll* (*supra*), claimant was entitled to payment of that portion of the SLU award that had accrued up to the time of decedent's death. We therefore modify the Board's determination accordingly and remit the matter for a recalculation of the amount of the SLU award owed to claimant."

C. Application

It is respectfully submitted that the statutory scheme and case law are clear and have remained consistent since the *Healey* decision, including subsequent statutory changes and case law interpretations, including the one issued in the instant matter.

The overarching principle, notwithstanding the changes to the statutory scheme, is that where a claimant passes away as a result of unrelated causes and has no qualifying dependents, a scheduled loss of use award is payable insofar as the benefits have accrued to the date of death. This is precisely the holding of *Healey* reading Sections 33 and 15(4) in conjunction with each other. Subsequent case law has generally held that claimants' estates are not entitled to the un-accrued entirety of the posthumous scheduled loss of use, as noted in *NYS Off of Pks & Recreation, Ruth Diamond Mkt. Research,* and *Hertz Corp.* This is also consistent with the Board's finding in *Tax Comm'n* holding that a claimant's estate was entitled only to the pre-permanency temporary disability benefits when a claimant passed away without any qualifying dependents and had not reached permanency.

In cases where the entirety of the scheduled loss of use award accrued before the death, the entire award was payable without the funeral benefit, as in *Town of Huntington*, and *Price Chopper/Golub Corp*. Although claimant's counsel urged below that *Price Chopper/Golub Corp.* is a departure from *Healey*, the undersigned respectfully submits that a plain reading of the case shows its consistency with *Healey* and the prior Board decisions.

Taking the most recent Board case of *CBNBTL LLC*, this case does appear to represent an anomaly in application in that the Board appears to have rescinded an entire scheduled loss of use award and limited recovery solely to funeral benefits. To the extent that this was the result in that matter, that holding would actually mandate a finding in this matter in the carrier's favor that claimant is not entitled to any of the proposed permanency benefit and would not benefit claimant's position.

At heart, the claimant's attorney's argument is that the 2009 legislative amendments to Workers' Compensation Sections 15(3)(u) and 25(1)(b) effectively render Section 15(4)(d) without effect because the entirety of the scheduled loss of use should accrue "instantly and fully," however this is not an appropriate reading of the statutes. Section 33 generally spells out that in certain instances, compensation may be payable to a claimant's estate. Section 15(3)(u) merely allows a claimant to receive a schedule award in one lump sum, but Section 15(4)(d) goes on specifically to limit the amount of that payment in the rare circumstance that a claimant passes away without dependents. This outcome is fully supported by the very reason that schedule loss of use awards exist – in order to compensate an injured worker for future loss in earning capacity. *See Yorkshire Pioneer Cent.*, 8971 2340, 2007 WL 1977544, at *2 (N.Y. Work. Comp. Bd. May 2, 2007), citing *Landgrebe v. County of Westchester*, 57 N.Y.2d 10, 453 NYS2d 413 (1982) ("It is

further well settled that a scheduled loss of use award is intended to compensate for the diminution in future earning capacity").

Notwithstanding claimant's contention that the appellant-estate has a "right" to the entirety of the scheduled loss of use award, compensation for a future loss in earning capacity for a claimant who has passed away would therefore be contrary to the intent of what a scheduled loss of use is to compensate for and finds no basis in statute or case law. As this Court held in the underlying decision, there is no evidence that legislature's change in the method of payment of scheduled loss of use awards was intended to make any changes to what a claimant's estate would be entitled to in the first place under similar factual circumstances.

Moreover, such a reading would run afoul of well-established rules in judicial interpretation of statutes. As discussed in *Nat'l Org. for Women v. Metro. Life Ins. Co.*, 131 A.D.2d 356, 358–59, 516 N.Y.S.2d 934 (1st Dept 1987), "while it is the duty of courts, if at all possible and consistent with the canons of statutory interpretation, to construe two separate statutes in harmony, it is well recognized that a special statute in irreconcilable conflict with a general statute covering the same subject matter is controlling insofar as the special act applies. Furthermore, when two statutes utterly conflict with each other, the later constitutional enactment ordinarily prevails. Finally, we must presume that when the Legislature acts, it does so with full knowledge of its existing statutes."

As made clear by *Healey*, the special statute (Section 15[4][d]) does not necessarily conflict with the general statute (Section 15[3][u]). One must simply read 15(3)(u) to mean that a claimant may ask for a lump sum to be paid of the awards that are owed, which in this case is limited to the awards that accrued before the claimant's passing. However, even if one were to read the statutes as conflicting, the special statute must prevail. This results in the general statute being applied in

nearly all circumstances, and the special statute applying only in those rare circumstances such as the instant matter in which a claimant's scheduled loss of use award is limited per statute. Both statutes are therefore given effect, and the Court is not acting in a manner wholly inconsistent with the actions of the legislature. Had the legislature intended to remove Section 15(4)(d) at the time it modified Section 15(3)(u), it could have, but it did not.

In the instant claim, it is undisputed that claimant passed away as a result of unrelated causes and without any qualifying dependents. At the permanency hearing, the parties agreed to stipulate to a 45% schedule loss of use of the right arm, a 55% schedule loss of use of the left arm, and 23 weeks of protracted healing period in terms of a gross scheduled loss of use/permanency award. This equates to 335 total weeks of awards. However, Section 15(4)(d) clearly limits what amount of that award is payable. A total of 113.2 weeks elapsed between the date of accident (December 30, 2014) and the claimant's passing (March 24, 2017). Therefore, per Section 15(4)(d), the claimant's estate may only receive 113.2 weeks of awards, the value of awards that accrued before the date of death, with the carrier to have a credit for any prior indemnity payments.

In addition to paying the portion of the schedule loss of use that accrued before death, the carrier is also responsible for the cost of reasonable funeral expenses in lieu of the indemnity benefits that would have accrued after the date of death. Pursuant to the Board Subject Number 046-855,[1] reasonable funeral expenses shall "not exceed" $10,500 in Monroe County where the claim is venued and claimant resided. The claimant's representative, or his estate's administrator, must submit form C-65, and provide a receipt or bill showing who paid for the funeral. Upon receipt of these documents, the Board may direct the carrier to reimburse the party that paid for the funeral, or the undertaker who provided the burial, in the amount paid not to exceed $10,500.

[1] Available at: http://www.wcb.ny.gov/content/main/SubjectNos/sn046_855.jsp

CONCLUSION

Wherefore, on behalf of the carrier herein, we respectfully submit that claimant presents no compelling reason for leave to be granted to the New York Court of Appeals as there was no error of fact or law in the instant decision. Consequently, the carrier requests a decision denying claimant's motion and for such other and further relief as the Court deems just and proper.

Dated: Syracuse, New York
June 21, 2019

Respectfully submitted,

By: _____

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AFFIDAVIT OF SERVICE

Kara DuPlessis, being duly sworn deposes and says, that deponent is not a party to this action, is over 18 years of age and resides in Fulton, New York. That on the 24th day of June, 2019, deponent served a copy of the within **Response to Motion with Attorney Affirmation and Memorandum of Law** upon:

New York State Court of Appeals
20 Eagle Street
Albany, New York 12207

NYS Office of Attorney General
28 Liberty St., 15th Fl.
Labor Bureau
New York, New York 10005

Segar & Sciortino
Attorneys at Law
400 Meridian Centre, Suite 320
Rochester, NY 14618

by depositing the enclosed in a stamped envelope in an official depository under the exclusive care and custody of the United States Post Office Department within the State of New York.

Kara DuPlessis

Kara DuPlessis

Sworn to before me this
24th day of June, 2019

Bridget M Carlson
NOTARY PUBLIC

BRIDGET M. CARLSON
Notary Public, State of New York
Qualified in Onon. Co. No. 4815660
My Commission Expires Oct. 31, 2022