STATE OF NEW YORK

DIVISION OF TAX APPEALS

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| In the Matter of the Petition | : | |
| of | : | |
| MICHAEL GORDON | : | DETERMINATION<br>DTA NO. 812459 |
| for Revision of a Determination or for Refund of Tax on Gains Derived from Certain Real Property Transfers under Article 31-B of the Tax Law. | : | |

Petitioner, Michael Gordon, c/o Koret, 136 Madison Avenue, New York, New York 10016, filed a petition for revision of a determination or for refund of tax on gains derived from certain real property transfers under Article 31-B of the Tax Law.

A hearing was held before Brian L. Friedman, Administrative Law Judge, at the offices of the Division of Tax Appeals, 500 Federal Street, Troy, New York, on May 24, 1994 at 1:15 P.M., with all briefs to be submitted by September 15, 1994. Petitioner appeared by Arthur Andersen & Co. (Henry F. Chiwaya and Michael H. Goldsmith, Esqs., of counsel). The Division of Taxation appeared by William F. Collins, Esq. (David C. Gannon, Esq., of counsel).

ISSUES

I. Whether the sales of two contiguous parcels of real property to two separate transferees each involving a sales price under $1,000,000.00 were "partial or successive transfers" pursuant to a "plan or agreement" and were, therefore, properly treated by the Division of Taxation as a single transfer under the aggregation clause of Tax Law § 1440(7).

II. Whether petitioner has established that penalties asserted for failure to correctly report and remit the gains tax due should be abated.

III. Whether a frivolous petition penalty pursuant to Tax Law § 2018 and 20 NYCRR 3000.15 should be imposed in this matter.

FINDINGS OF FACT

On August 18, 1994, the Division of Taxation ("Division") submitted, along with its

brief, 17 proposed findings of fact, each of which has been incorporated into the following Findings of Fact.

On September 15, 1994, petitioner submitted, along with his reply brief, 22 proposed findings of fact, each of which has been incorporated into the following Findings of Fact, except for the following:

Proposed finding of fact "2" and the first part of proposed finding of fact "3" (that both properties were insured individually) are rejected as not being supported by the record.

On or about May 27, 1976, Largor Realty Corp. ("Largor"), a corporation owned by Michael Gordon ("petitioner"), purchased premises known as 323A-325 East 89th Street, New York, New York for the sum of $120,000.00.

Petitioner testified that the name Largor was derived from his name and the name of his son. After the death of his son, it became very painful for petitioner to use the corporate name. For that reason and because his accountant advised him that title to the properties should be in his name, Largor deeded the properties to petitioner on October 14, 1982 (see, Exhibit "G").

The buildings on each of the parcels of real property are residential apartment buildings which are similar in size and age. The properties were rented to various residential tenants.

Petitioner never managed the apartment buildings. After purchase, he engaged the management services of Essie Herman and, upon her death, the services of Otypka Real Estate, Inc. ("OREI"). OREI was controlled by Mojmir Otypka and was operated by Mr. Otypka and by Arthur Philbin. Mojmir Otypka died in 1993; an affidavit of Mr. Otypka, sworn to on January 22, 1993, was introduced into evidence as Exhibit "6". The managing agent (Ms. Herman or OREI) prepared separate monthly statements of account for each building and submitted them to petitioner.

Petitioner testified that, in early 1988, he decided to sell the property located at 323A East 89th Street because he had been having difficulties with the tenants, i.e., tenants had not been paying rent and some of the tenants were destroying the premises. In furtherance of his decision to sell the 323A East 89th Street property, he requested that OREI, the managing agent

of the building, attempt to locate a purchaser therefor.

In January 1988, OREI prepared a mailing (known as a set-up) describing the premises at 323A East 89th Street and sent it to the owners of other properties in the vicinity (see, Exhibits "3" and "5"). Bocon Realty Corp. ("Bocon") responded to the mailing, viewed the property and entered into negotiations to purchase 323A East 89th Street. Because Bocon wanted petitioner to finance $60,000.00 of the contemplated purchase price, negotiations with Bocon deteriorated. As a result, petitioner instructed OREI to attempt to locate another prospective purchaser for 323A East 89th Street.

Pursuant to petitioner's instructions, OREI again advertised the property in March 1988 (see, Exhibit "4"). Wilmar Brokerage ("Wilmar") responded to the advertising and expressed interest in purchasing 323A East 89th Street. During the negotiations with Wilmar, Bocon revised the terms of its offer. Thereafter, OREI notified Wilmar that the sale to Bocon would probably occur and negotiations with Wilmar ceased. Arthur Philbin of OREI appeared at the hearing and testified that Wilmar then expressed an interest in purchasing 325 East 89th Street. OREI, through its officers, Mr. Otypka and Mr. Philbin, informed petitioner of Wilmar's interest in 325 East 89th Street.

By a contract of sale dated May 4, 1988, petitioner agreed to sell 323A East 89th Street to Bocon for the sum of $590,000.00.

Petitioner testified that he informed Mr. Otypka and Mr. Philbin, both verbally and in writing (see, Exhibit "2"), that he did not want to sell 325 East 89th Street. Mr. Philbin testified that, in an attempt to get petitioner to change his mind, both he and Mr. Otypka telephoned petitioner on several occasions and sent him a letter (see, Exhibit "1") informing him that it would be in his best interest to sell 325 East 89th Street.

Petitioner stated that the reason that he did not want to sell 325 East 89th Street was because he had a son who he thought might want to live there or, in the alternative, he considered giving the property to his son.

Mr. Otypka had discussions with Thomas Tillander, the vice president of petitioner's

business (Koret-Givanchy), who thereafter also advised petitioner to sell 325 East 89th Street. He told petitioner that the neighborhood was declining, there were many old buildings there and that, by selling, petitioner would no longer have to be bothered all the time. Mr. Tillander was present at the hearing, but was not called to testify. Petitioner, therefore, relented and agreed to sell 325 East 89th Street to Wilmar.

By a contract of sale dated May 24, 1988 (see, Exhibit "J"), petitioner agreed to sell the premises at 325 East 89th Street to Jerome M. Kluft, a principal of Wilmar, for the sum of $610,000.00. Mr. Kluft thereafter assigned his rights under the contract of sale to Wilmar (see, Exhibit "K").

The May 24, 1988 contract of sale wherein petitioner sold 325 East 89th Street to Jerome Kluft contained a rider which provided as follows:

"Section 29. Tax Free Exchange.

"29.01 Seller shall have the right to accept all or any part of the purchase money by directing Purchaser to purchase a building or buildings designated by Seller for the benefit of Seller, and in a 'like-kind' exchange with Seller.

"29.02 Seller will defend, indemnify and hold Purchaser harmless from any costs, fees, or expenses or actions for breach of contract that may arise or result from the Purchaser's purchase of the 'like-kind' exchange property.

"29.03 Purchaser acknowledges that the provisions of this Section are a major consideration for this transaction, and without which this Contract would not have been executed. Nothing herein contained, however, shall make this Contract subject to the failure of Seller to designate property to be exchanged, and the obligations of Seller hereunder shall remain in full force and effect.

"29.04 To implement the foregoing, in the event Seller has not designated the property to be exchanged so that there would be simultaneous closings, all of the proceeds of this sale shall be held in escrow by either Spengler Carlson Gubar Brodsky & Frischling or Purchaser's title company, as the parties hereto may designate, pursuant to an escrow agreement to be executed at closing. The escrowed funds shall be held for the specific purpose of purchasing a building on behalf of Purchaser to be used in exchange for the Premises. The money shall be held in escrow until:

"1. Seller designates the real estate to be purchased within forty-five (45) days from the closing; and

"2. For one hundred eighty (180) days, but not beyond the date required for the Seller to file the Federal Tax Returns, after the closing of title of the Premises.

"In the event Seller herein does not designate a building to be purchased within the aforesaid forty-five (45) day period, then in that event, the escrowed funds shall be turned over to Seller forthwith."

Transferor and transferee questionnaires were filed with respect to 323A East 89th Street which indicated that the consideration paid therefor was $590,000.00 (see, Exhibit "I"). Transferor and transferee questionnaires for 325 East 89th Street were filed with the Division (see, Exhibit "L"). The transferor questionnaire stated that the gross consideration paid was $610,000.00, less brokerage fees paid by the transferor of $25,925.00, with the resulting consideration having been $584,075.00. Original purchase price was listed as $135,747.00; gain subject to tax was, therefore, determined to be $448,328.00.

On May 28, 1991, the Division issued a Notice of Determination to petitioner in the amount of $108,000.00, plus penalty and interest, for a total amount due of $180,491.96.

An attachment to a Statement of Proposed Audit Changes (see, Exhibit "E") explained that the properties were subject to aggregation pursuant to Tax Law § 1440(7) and that penalty (for late payment) and interest were imposed pursuant to Tax Law § 1446. The calculation of tax due was performed by adding together the purchase price of 323A East 89th Street ($590,000.00) and 325 East 89th Street ($610,000.00) for a total of $1,200,000.00, less original purchase price ($60,000.00 each or a total of $120,000.00), for a taxable gain of $1,080,000.00. Tax due thereon, at 10% of taxable gain, is $108,000.00.

In response to a Statement of Proposed Audit Changes issued by the Division (an attachment to the document was introduced into evidence as Exhibit "E"; the actual statement was not made a part of the record) on April 15, 1991, petitioner, upon the advice of counsel, sent a letter dated May 14, 1991 to the Tax Compliance Division. The letter was prepared in petitioner's office by his secretary, Yoriko Korita, and was signed by petitioner. Petitioner testified that his attorney drafted the contents of the letter and that, despite having signed it, he never really understood its content. On page 2 of the letter, under the heading of "Absence of Plan", were the following statements:

"1.) When I made the decision to sell these properties, it was my business judgement that separate sales to separate entities would result in the maximum

selling price for each property. Coincidentally, our desire to sell these properties separately matched market conditions during the period surrounding these sales, because I received no valid offers on the two properties from any single entity.

"2.) Further, it was my intention to make tax free exchanges, under Section 1031 of the Internal Revenue Code, of each of these properties and I decided that separate sales to separate buyers resulting in a lower amount individual transaction, would afford a greater flexibility in finding exchange properties."

Petitioner timely filed a Request for Conciliation Conference which was received by the Division's Bureau of Conciliation and Mediation Services on August 26, 1991. Attached thereto was a copy of petitioner's May 14, 1991 letter to the Tax Compliance Division. On that portion of the Request for Conciliation Conference which asks the taxpayer to state the basis for making his claim, petitioner made specific reference to his May 14, 1991 letter.

At the hearing held on May 24, 1994, petitioner stated that there was no plan to sell both of the buildings and that, prior to signing the contract to sell 323A East 89th Street, no one had approached him concerning the sale of 325 East 89th Street.

Petitioner is a handbag manufacturer and designer and is the owner of Koret located at 136 Madison Avenue in New York City. He has been involved in the business of handbag designing and manufacturing for approximately 50 years. Originally from Hungary, petitioner spent seven years in Paris before coming to the United States in 1953. He initially worked for Mondaine and, when the owner of Koret died in a plane crash in 1967, petitioner purchased the company. Petitioner has never worked as a real estate developer, salesperson or broker. He is not a tax professional nor has he ever rendered tax advice to anyone.

SUMMARY OF THE PARTIES' POSITIONS

Petitioner asserts that his intention from the outset was to sell just the property at 323A East 89th Street. Despite the fact that the properties were adjacent to one another and that they were sold during the same month, there was no plan to sell both. The circumstances surrounding the sale of each was testified to by petitioner and his testimony was corroborated by documentary evidence and by the testimony of a broker (Mr. Philbin) who was involved in the sale of both parcels.

Petitioner also contends that, by virtue of the facts surrounding the sales of both

properties, he was under no obligation to remit gains tax. The statutes and regulations, along with various cases cited in petitioner's brief and reply, provide reasonable cause for the position taken by petitioner.

The position of the Division is as follows:

(a) Petitioner has not demonstrated that aggregation was improper because:

(1) the parcels are contiguous and adjacent and were used for the common purpose of rental property and investment;

(2) the same broker arranged both transfers; and

(3) the contracts for sale of the parcels were executed within 20 days of one another.

(b) Petitioner's letter of May 14, 1991 (initially sent to the Tax Compliance Division and later attached to his Request for Conciliation Conference) stated that when he made the decision to sell the properties, it was his business judgment that "separate sales to separate entities would result in the maximum selling price for each property." The letter also stated that petitioner "received no valid offers on the two properties from any single entity" and that "separate sales to separate buyers resulting in a lower amount individual transaction, would afford greater flexibility in finding exchange properties." The Division contends that these statements evidence a clear plan "to effectuate by partial or successive transfers a transfer which would otherwise be included in the coverage of article 31-B" (20 NYCRR 590.43[a]).

(c) After twice offering the theory as set forth in his letter, petitioner, at the hearing, offered a completely different set of facts to support his contentions.

(d) Mr. Tillander, who was intimately involved in the transactions at issue on behalf of petitioner, was present but was not called to testify. At one point, petitioner directed the Division's representative to ask a question of Mr. Tillander directly (tr., p. 36). By not making available someone who could corroborate his "questionable" testimony, the Division contends that the Administrative Law Judge must infer that had Mr. Tillander

testified, the testimony would have contradicted petitioner's position.

(e) Petitioner's failure to reconcile his prior communications (the May 14, 1991 letter and the May 24, 1988 sales contract) with his assertions made at the hearing, leads to the conclusion that no reasonable cause for failure to remit the proper amount of gains tax has been shown. Therefore, penalties should be sustained.

(f) The Division of Tax Appeals, via its own motion (Tax Law § 2018; 20 NYCRR 3000.15), should impose an additional penalty based upon petitioner's commencement of a frivolous proceeding.

CONCLUSIONS OF LAW

A. Tax Law § 1441 imposes a 10% tax upon gains derived from the transfer of real property located within New York State. Tax Law § 1443(1) provides for an exemption from gains tax when the consideration for the transfer is less than $1,000,000.00.

Tax Law § 1440(former [7]) defined the "transfer of real property" as:

> "the transfer or transfers of any interest in real property by any method, including but not limited to sale, exchange, assignment, surrender, mortgage foreclosure, transfer in lieu of foreclosure, option, trust indenture, taking by eminent domain, conveyance upon liquidation or by a receiver or acquisition of a controlling interest in any entity with an interest in real property." (Emphasis added.)

Since a property owner could avoid the gains tax by subdividing and selling off portions of the property for less than $1,000,000.00 each, article 31-B includes a provision for the aggregation of the consideration received on such multiple transfers, commonly referred to as the "aggregation clause" (see, Matter of Executive Land Corp. v. Chu, 150 AD2d 7, 545 NYS2d 354, 356, appeal dismissed 75 NY2d 946, 555 NYS2d 692). Tax Law § 1440(former [7]) stated, as pertinent here:

> "Transfer of real property shall also include partial or successive transfers, unless the transferor or transferors furnish a sworn statement that such transfers are not pursuant to an agreement or plan to effectuate by partial or successive transfers a transfer which would otherwise be included in the coverage of this article . . . ."

In interpreting section 1440(7), the Division distinguishes between transfers of contiguous parcels by one transferor to one transferee (20 NYCRR 590.42) and transfers of

contiguous parcels to more than one transferee (20 NYCRR 590.43), the situation under discussion here. Where the transfer is from one transferor to more than one transferee, 20 NYCRR 590.42 directs attention to 20 NYCRR 590.43, stating:

> "When the transfer is to more than one transferee, whether the amount paid for each deed transfer is added together depends on whether the transferor is subject to the aggregation clause for partial or successive transfers. (See section 590.43 of this Part.)"

20 NYCRR 590.43 provides, in part, as follows:

> "Question: How is the aggregation clause of section 1440(7) of the Tax Law . . . applied in the case of:
>
> "(a) One transferor, more than one transferee, contiguous or adjacent parcels of land?
>
> "Answer: When the sales are pursuant to a plan or agreement, the consideration for each parcel is to be aggregated in determining whether the consideration is $1 million or more.
>
> "A transferor may furnish, along with his questionnaire, a sworn statement that the sales are not pursuant to an agreement or plan to effectuate by partial or successive transfers a transfer which would otherwise be included in the coverage of article 31-B.
>
> "Whether the sales are pursuant to a plan or agreement depends on the intent of the transferor at the time of each transfer. The department will examine the transferor's intention, as manifested by his actions and the facts and circumstances surrounding the transfers, to ensure the transfers should not be aggregated."

B. In Matter of Rich (Tax Appeals Tribunal, May 12, 1994), the Tribunal affirmed the determination of an Administrative Law Judge who, citing Matter of General Builders Corp. (Tax Appeals Tribunal, December 24, 1992), rejected the Division's assertion that intent (as to a plan or agreement to effectuate by partial or successive transfers, a transfer of property which would otherwise be subject to gains tax or, in other words, whether there was a plan or the intent to dispose of both parcels) is determined at the time of the actual transfer of the property. The Administrative Law Judge held (and the Tribunal concurred) that the determination of whether petitioner had a plan to dispose of parcels must be made at the time of the signing of the contract.

In the present matter, the record contains no evidence as to when the actual transfers of 323A and 325 East 89th Street occurred. However, the contract for the sale of 323A was

executed on May 4, 1988 and the contract for the sale of 325 was signed on May 24, 1988.

Petitioner testified that, in early 1988, he decided to sell one of his parcels of real property, i.e., 323A East 89th Street. He stated that it was only after he agreed to sell this property to Bocon that Wilmar expressed an interest in purchasing the 325 East 89th Street property and that the pressure from Mr. Otypka and Mr. Philbin commenced. The documentary evidence presented (the letters between Mojmir Otykpa and petitioner [Exhibits "1" and "2"]) indicates that the pressure to sell was exerted and initially resisted by petitioner in mid-April 1988. No evidence was produced which would indicate when petitioner changed his mind and consented to sell the property at 325 East 89th Street. What is of primary concern, therefore, is whether on the date of execution of the contract for sale of 323A (May 4, 1988), petitioner had already decided to sell 325 as well.

Petitioner testified that prior to the signing of the contract to sell 323A, no one had approached him concerning the sale of 325 (see, Finding of Fact "15"; tr., p. 37). This testimony is contradicted by the letters between Mojmir Otypka and petitioner (see, Exhibits "1" and "2") which were both dated in April 1988. In addition to this discrepancy, there is other evidence which calls into question the credibility of petitioner's testimony, i.e., his May 14, 1991 letter which was initially sent to the Tax Compliance Division in response to a Statement of Proposed Audit Changes and which was subsequently attached to and made a part of his Request for Conciliation Conference in August 1991 (see, Exhibit "D").

As indicated in Finding of Fact "13", the May 14, 1991 letter stated that "[w]hen I made the decision to sell these properties" (emphasis added), and then goes on to explain his reasons for making separate sales to separate entities because, in the words of the letter, doing so "would result in the maximum selling price for each property" and "separate sales to separate buyers resulting in a lower amount individual transaction, would afford a greater flexibility in finding exchange properties." A literal reading of this language would reasonably lead one to conclude that petitioner intended to sell both properties and, in order to maximize his profit and to afford greater flexibility in finding exchange properties, he decided to make separate sales to

separate purchasers.

Moreover, as the Division correctly points out, nowhere in the explanatory letter of May 14, 1991 is there any mention of the series of facts subsequently (and for the first time) brought out at the hearing. While petitioner contends that the letter was drafted by his attorney and that he did not fully understand its content, there was no testimony or affidavit from the attorney to corroborate petitioner's contention.

Petitioner has the burden of establishing a clear entitlement to the exemption claimed under Tax Law § 1443 (see, Matter of Grace v. New York State Tax Commn., 37 NY2d 193, 371 NYS2d 715, lv denied 37 NY2d 708, 375 NYS2d 1027). Based upon the inconsistencies between petitioner's testimony and the documentary evidence presented, it must be found that his argument is insufficient to overcome his burden of establishing that he did not transfer the subject properties pursuant to a section 1440(7) plan and that he is, therefore, entitled to an exemption from the gains tax.

It should be noted that, despite the Division's contentions to the contrary, no inference was drawn herein concerning the failure of petitioner to call Thomas Tillander to testify at the hearing. It is petitioner and his representative who must determine when, in their judgment, they have sustained their burden of proof and, in this matter, they apparently determined that the testimony of Mr. Tillander was unnecessary.

C. Tax Law former § 1446(2)(a) provided that:

> "[a]ny transferor failing to file a return or to pay any tax within the time required by this article shall be subject to a penalty . . . . If the tax commission determines that such failure or delay was due to reasonable cause and not due to willful neglect, it shall remit, abate or waive all of such penalty and such interest penalty."

Petitioner contends that, based upon the fact that he made two sales which he maintains were not subject to aggregation, it was a reasonable position that he had no responsibility to file a gains tax return and remit tax. He states that his position is supported by case law, to wit, Matter of Rich (supra), Matter of General Builders Corp. (supra) and Matter of Minzer (Tax Appeals Tribunal, May 20, 1993). In each of these cases, the Tribunal held that the sales of two contiguous parcels of real property to separate transferees were independent transfers not

subject to gains tax. It must be pointed out, however, that in each of these cases, the taxpayer established that, at the time of execution of the contract of sale for the first parcel, there was no intention or plan to dispose of both properties. As indicated in Conclusion of Law "B", that is not the case here.

Determination of whether reasonable cause exists should be made after considering all of the particular facts of the case (see, Matter of LT & B Realty Corp. v. New York State Tax Commn., 141 AD2d 185, 535 NYS2d 121). The reasonableness of a taxpayer's position must be evaluated by a comparison to the Division's articulated policy (Matter of Birchwood Assoc., Tax Appeals Tribunal, July 27, 1989; Matter of Copley Plaza Co., Tax Appeals Tribunal, June 8, 1989). In essence, this petitioner, alone or with the assistance of counsel, made a determination that this transaction was not subject to gains tax. Case law has previously held that ignorance of the law does not, per se, constitute reasonable cause for nonpayment of taxes (Matter of 1230 Park Assoc. v. Commr. of Taxation & Fin., 170 AD2d 842, 566 NYS2d 957, lv denied 78 NY2d 859, 575 NYS2d 455; Matter of LT & B Realty Corp. v. New York State Tax Commn., supra) nor does reliance upon advice from a professional (Matter of Auerbach v. State Tax Commn., 142 AD2d 390, 536 NYS2d 557; Matter of Brounstein, Tax Appeals Tribunal, January 30, 1992). Because petitioner erroneously maintained that his sales of real property at 323A and 325 East 89th Street were not subject to tax, it must follow that his reliance thereon to show reasonable cause for failure to file returns and remit tax must also fail.

It should also be noted that there is no evidence that petitioner made any attempt to ascertain his tax liability (see, Matter of KAL Associates, Tax Appeals Tribunal, October 17, 1991; Matter of John Grace & Co., Tax Appeals Tribunal, May 9, 1990). Absent such evidence, abatement of penalty in this matter would permit a finding of the existence of reasonable cause in any instance where a taxpayer, absent authority therefor, concludes that a particular transaction is not subject to tax. Therefore, it must be found that petitioner has failed to meet his burden of proving that his failure to pay tax was due to reasonable cause and not due to willful neglect. Accordingly, penalties must be sustained.

D. Tax Law § 2018 provides as follows:

"If any petitioner commences or maintains a proceeding in the division of tax appeals primarily for delay, or if the petitioner's position in such proceeding is frivolous, then the tax appeals tribunal may impose a penalty against such petitioner of not more than five hundred dollars. The tax appeals tribunal shall promulgate rules and regulations as to what constitutes a frivolous position. This penalty shall be in addition to any other penalty provided by law and shall be collected and distributed in the same manner as the tax to which the penalty relates."

20 NYCRR 3000.15 provides as follows:

"If a petitioner commences or maintains a proceeding primarily for delay, or if the petitioner's position in a proceeding is frivolous, the tribunal may, on its own motion or on the motion of the law bureau, impose a penalty against such petitioner of not more than $500. This penalty shall be in addition to any other penalty provided by law, and shall be collected and distributed in the same manner as the tax to which the penalty relates. The following are examples of frivolous positions:

"(a) that wages are not taxable as income;

"(b) that petitioner is not liable for income tax because petitioner has not exercised any privileges of government;

"(c) that the income tax system is based on voluntary compliance and petitioner therefore need not file a return;

"(d) that federal reserve notes are not 'legal tender' or 'dollars,' and petitioner therefore cannot measure his or her income; and

"(e) that only states can be billed and taxed directly."

Merely because petitioner's earlier communications with the Division (the May 14, 1991 letter) differed in content from the testimony and documentary evidence produced at hearing does not warrant the imposition of the penalty pursuant to Tax Law § 2018. The Division's request for imposition of the frivolous petition penalty is, therefore, denied.

E. The petition of Michael Gordon is denied and the Notice of Determination issued May 28, 1991 is, therefore, sustained.

DATED: Troy, New York
February 23, 1995

/s/ Brian L. Friedman
ADMINISTRATIVE LAW JUDGE