

91 N.Y. St. B.J. 35, 91-OCT N.Y. St. B.J. 35

AREA OF LAW	OLD LAW	2019 LAW
Nonpayment Proceedings	Landlord had to make demand to pay rent 3 days before starting nonpayment proceeding. Oral demands were permitted, but if written, demand must have been served. Tenants had 5 days to answer.	<ul style="list-style-type: none"> • Oral rent demands no longer permitted.
RPAPL 711(2), RPAPL 732(1), 732(3)		<ul style="list-style-type: none"> • 14-day written rent demand required; must be served under RPAPL 735.
		<ul style="list-style-type: none"> • Landlords may not seek arrears from a surviving spouse, surviving issue, or distributee. Landlord's remedy is solely against estate of the decedent; only possessory (not money) judgment may be obtained against the estate.
		<ul style="list-style-type: none"> • RPAPL 711: "No tenant or lawful occupant of a dwelling or housing accommodation shall be removed from possession except in a special proceeding."
		<ul style="list-style-type: none"> • Tenants have 10 days to answer or will be in default in a nonpayment proceeding.
		<ul style="list-style-type: none"> • Court has discretion to grant up to a 5-day stay of the issuance of a warrant post-trial, subject to discretionary stay of up to 1 year under RPAPL 753, discussed below.
		<ul style="list-style-type: none"> • Expands rights of occupants who might be in possession after tenant's death; warrant of eviction against the estate of decedent due to nonpayment of rent will not permit landlord to evict occupant in possession; in this case, landlord must commence separate holdover proceeding to evict occupant and regain possession of apartment.
		<ul style="list-style-type: none"> • Residential under RPAPL 711(2); residential and commercial under RPAPL 732(1), (2), and (3).
		<ul style="list-style-type: none"> • RPAPL 711(2) effective 6/14/19. RPAPL 732 effective 7/14/19.
Timing In Nonpayment Proceedings	Tenants had 5 days to answer.	<ul style="list-style-type: none"> • Tenants have 10 days to answer or be in default in a nonpayment proceeding.
RPAPL 732(1), 732(3)		<ul style="list-style-type: none"> • Court has discretion to grant up to a 5-day stay of the issuance of a warrant post-trial or post-answer default, subject to discretionary stay of up to 1 year under RPAPL 753, discussed below.
		<ul style="list-style-type: none"> • Effective 7/14/19.
Right to Pay Prior to Hearing	Law not codified.	<ul style="list-style-type: none"> • If full amount of rent is paid before hearing on the petition, landlord must accept payment, and the proceeding must be dismissed.
RPAPL 731 (4)		<ul style="list-style-type: none"> • Applies to residential and probably commercial tenancies.
		<ul style="list-style-type: none"> • Effective 6/14/19.
Rent Defined to Exclude Fees	A residential lease could include provisions for "added" or "additional" rents, such as late and legal fees. A petitioner was able to seek such rent in a summary nonpayment or holdover proceeding. A rent-regulated tenant was subject to a money judgment but not a possessory judgment for not paying additional rent. A non-regulated tenant was liable for both a money and possessory judgment for such rent.	<ul style="list-style-type: none"> • Residential rent defined narrowly to include only amount charged in consideration for the "use and occupation" of the space.
RPAPL 702		<ul style="list-style-type: none"> • "No fees, charges or penalties other than rent may be sought in a summary proceeding."
		<ul style="list-style-type: none"> • Applies to residential but not commercial proceedings.
		<ul style="list-style-type: none"> • Effective 6/14/19.
Timing of Holdover Proceedings	Service of a holdover petition must have been made at least 5 and not more than 12 days before the first court appearance. If petition was served at least 8 days before initial return date, tenant had 3 days to answer.	<ul style="list-style-type: none"> • Service of a holdover petition must be made at least 10 and not more than 17 days before the first court appearance.
RPAPL 733(1), 743		<ul style="list-style-type: none"> • Tenant must answer the petition orally or writing at the first court appearance. RPAPL 743 is amended to eliminate the requirement

		that an answer be made at least 3 days before the petition returnable/to be heard.
		<ul style="list-style-type: none"> • Applies to residential and commercial proceedings.
		<ul style="list-style-type: none"> • RPAPL 733 effective 6/14/19. RPAPL 743 effective 7/14/19.
Rent Deposits and Motions for Use and Occupancy During Pendency of Summary Proceedings	After two adjournments by tenant, or 30 days	<ul style="list-style-type: none"> • Rent-deposit orders are now discretionary.
RPAPL 745	day after the first court appearance, upon landlord's application, court could direct tenant to deposit any rent or use and occupancy accrued since the petition was served, subject to limited defenses that could be raised at an immediate hearing. If tenant failed to pay, court could dismiss tenant's defenses and counterclaims and grant judgment for landlord. Standard for adjournment was a maximum of 10 days.	<ul style="list-style-type: none"> • Application cannot be made until 60 days after the parties' first court appearance or 2 adjournment requests solely by tenant; only days attributable to respondent's adjournment requests are counted.
		<ul style="list-style-type: none"> • Oral applications for a rent deposit no longer sufficient.
		<ul style="list-style-type: none"> • When 2 adjournments or 60 days are attributable to respondent, and petitioner files a written motion for rent deposit or use and occupancy, court may order a deposit of rent or use and occupancy, but only for sums of rent or use and occupancy that accrued after the date of the order.
		<ul style="list-style-type: none"> • Unrepresented tenant's first request to obtain counsel does not count as an adjournment or as part of the 60 days in determining if application for rent deposit timely.
		<ul style="list-style-type: none"> • Hearing now "as soon as practicable"; minimum 14-day adjournment for trial given to either party unless both sides and court agree to shorter adjournment; court has the sole discretion to grant a second or subsequent request for adjournment.
		<ul style="list-style-type: none"> • Tenant can defend against a rent-deposit order by establishing one of the following: (a) the petitioner is not a proper party to the suit; (b) actual, partial, or constructive eviction, and respondent has vacated; (c) defense based on Social Services Law § 143b; (d) defense of existing hazardous or immediately hazardous violations of the Housing Maintenance Code in respondent's unit or building common area; (e) colorable defense of overcharge; (f) lack of personal jurisdiction; and (g) unit violates building's certificate of occupancy or is illegal under Multiple Dwelling Law.
		<ul style="list-style-type: none"> • Failure to pay use and occupancy or deposit rent may not result in dismissing any of respondent's defenses or counterclaims.
		<ul style="list-style-type: none"> • Only penalty for failure to comply with a rent deposit order is that, at the court's discretion, an immediate trial may be ordered, but the tenant's time to deposit may be extended for good cause.
		<ul style="list-style-type: none"> • Effective 7/14/19.
Judgments; stays	"In the city of New York, in any non-payment summary proceeding in which the respondent has appeared and the petitioner has obtained a judgment pursuant to section seven hundred forty-seven of this article and more than five days has elapsed, the court shall not grant a stay of the issuance or execution of any warrant of eviction nor stay the re-letting of the premises unless the respondent shall have either established to the satisfaction of the court by a sworn statement and documentary proof that the judgment amount was paid to the petitioner prior to the execution of the warrant or the respondent has deposited the full amount of such judgment with the clerk of the court."	<ul style="list-style-type: none"> • Repealed.
RPAPL 747-a		
The Warrant of Eviction and the Marshal's Notice	Upon issuance of a final judgment of possession, court would issue a warrant of eviction, but court did not specify timing of execution. Marshal had to give at least 72 hours' notice before the eviction.	<ul style="list-style-type: none"> • Warrant of eviction must state the earliest date the eviction can occur.
RPAPL 749(1), 749(2)	Issuance of warrant canceled the lease and annulled the landlord-tenant relationship, depriving court of the power to vacate the warrant for good cause.	<ul style="list-style-type: none"> • The marshal must give at least 14 days' notice prior to eviction; warrant may be executed only on a business day from Monday through Friday. • Issuance of warrant no longer cancels landlord-tenant relationship. • If tenant tenders or deposits all the rent due any time before warrant

		<p>of eviction is expected, warrant in a nonpayment case is vacated unless landlord can establish that tenant withheld the rent in bad faith.</p>
		<ul style="list-style-type: none"> • Court may, for good cause, stay or vacate a warrant, stay re-letting or renovation of premises for a reasonable period of time, and restore tenant to possession; nothing may deprive court from power to stay, vacate, or restore tenant to possession of premises after execution of warrant.
		<ul style="list-style-type: none"> • Warrant may remove only "persons named in the proceeding."
		<ul style="list-style-type: none"> • Applies to commercial and residential proceedings.
		<ul style="list-style-type: none"> • Effective 6/14/19.
<p>Post-Trial Stay</p>	<p>In NYC holdover proceedings, courts could stay issuance and execution of warrant for up to 6 months, except if landlord intended to demolish the building.</p>	<ul style="list-style-type: none"> • In both nonpayment and holdover proceedings, courts statewide have discretion to grant an occupant a stay of up to 1 year; the demolition exception is abolished; there is an exception to courts discretion if the proceeding is based on objectionable conduct or if landlord can establish that occupant is objectionable.
<p>RPAPL 753(1), 753(3)</p>	<p>In holdover proceedings based on a lease violation, tenants were given automatic 10-day stay to cure breach.</p>	<ul style="list-style-type: none"> • Factors court may consider when granting a stay, or deciding the length of a stay, to determine whether an eviction would cause extreme hardship if stay was not granted: (a) serious ill health; (b) significant exacerbation of ongoing condition; (c) child's enrollment in local school; and (d) any other extenuating life circumstances affecting ability of applicant or family to relocate and maintain quality of life.
		<ul style="list-style-type: none"> • Court shall consider any substantial hardship on landlord in determining whether to grant the stay and in setting the stay's length and other terms.
		<ul style="list-style-type: none"> • Automatic cure period under RPAPL 753(4) for breach-of-lease provision extended from 10 to 30 days.
		<ul style="list-style-type: none"> • If lessee (tenant) is removed from the leased premises after a foreclosure or tax foreclosure, proceeding must be sealed, and all records of the proceedings must be kept confidential, RPAPL 757?
		<ul style="list-style-type: none"> • To effect these changes, RPAPL 751(4), which limited stays outside NYC, is repealed.
		<ul style="list-style-type: none"> • Effective 6/14/19.
<p>Unlawful Eviction</p>	<p>Illegal, except by court proceeding, to evict residential occupant who had occupied space for at least 30 days or entered into a lease.</p>	<ul style="list-style-type: none"> • Unlawful evictions are punishable as a Class A misdemeanor carrying civil penalties from \$1,000-\$10,000 per violation.
<p>RPAPL 768</p>		<ul style="list-style-type: none"> • Definition of conduct constituting unlawful eviction is expanded to (a) using or threatening force; (b) interfering or intended to interfere with ability to use dwelling; (c) engaging or threatening to engage in any conduct that prevents or is intended to prevent occupant from lawful occupancy or to induce lawful occupant's vacatur.
		<ul style="list-style-type: none"> • Owner required to restore person unlawfully removed.
		<ul style="list-style-type: none"> • Applies statewide.
		<ul style="list-style-type: none"> • Effective 6/14/19.

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Conversion to Cooperative and Condominium Ownership	Although seldomly used, the law permitted conversion based on an eviction plan. In a non-eviction plan, at least 15% of tenants in residence must have agreed to buy before the conversion was effective.	<ul style="list-style-type: none"> The eviction option is eliminated.
GBL § 352-0000		<ul style="list-style-type: none"> For a non-eviction conversion to be effective, at least 51% of tenants in residence must agree to purchase.
		<ul style="list-style-type: none"> Tenants in occupancy have 90-day exclusive right to purchase and 6-month right of first refusal.
		<ul style="list-style-type: none"> Holders of unsold shares and unsold units may lose ability to seek MCIs for capital improvements. To qualify for an MCI, building must be 35% rent regulated.
		<ul style="list-style-type: none"> Eligible senior citizens or disabled persons who do not purchase may not be subject to unreasonable rent increases or evicted during their occupancy except for nonpayment of rent, illegal use or occupancy of the premises, failure to provide reasonable access, or a similar tenant breach of obligations to dwelling-unit owner.
		<ul style="list-style-type: none"> Eligible senior citizens/disabled persons who reside in units subject to government regulation remain subject thereto.
		<ul style="list-style-type: none"> Rights granted to eligible senior citizens/disabled persons under the plan may not be abrogated or reduced.
		<ul style="list-style-type: none"> Coop plan offeror has 30 days from receipt of the form from occupant claiming to be a senior citizen or disabled to challenge the claim. Dispute brought before the Attorney General, who has 30 days to make a determination. The determination is subject to CPLR Art. 78 review if filed within 30 days of Attorney General's determination. Absent fraud, this is the sole method to resolve.
		<ul style="list-style-type: none"> NYC only.
		<ul style="list-style-type: none"> Effective 6/14/19.
Manufactured Homes		<ul style="list-style-type: none"> Regulates rent-to-own contracts, including changes in use to the underlying land, and provides for tenant protections, including a bill of rights. Caps rent increases at 3% unless landlord can show hardship; then the cap is 6%.
		<ul style="list-style-type: none"> Applies only to one housing community in NYC, on Staten Island.
		<ul style="list-style-type: none"> Effective 7/14/19.

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Expiration Provisions	Rent regulation expired every 4 to 8 years to allow State legislature to determine whether a housing emergency (vacancy 5% or less) continued to exist.	<ul style="list-style-type: none"> Rent-control and rent-stabilization sunset provisions eliminated. Effective 6/14/19.
Luxury Deregulation	High-Rent Vacancy Deregulation: permitted deregulation of a regulated apartment vacated with a legal rent at or above a certain threshold, most recently \$2,774.76. Once deregulated, market rent could be charged.	<ul style="list-style-type: none"> Luxury deregulation (both high-rent and high-income & high-rent) now abolished.
NYC Admin. Code §§ 26-504.2 & 26-504.3	High Income-High Rent Deregulation: permitted high-income deregulation by DHCR order if the apartment was occupied by persons having a total income in excess of \$200,000 for the two preceding years and the rent was \$2,774.76 or higher.	<ul style="list-style-type: none"> Clean-up bill clarifies that any unit lawfully deregulated before 6/14/19 shall remain deregulated; also provides that 421-a buildings are governed by the law in effect before 6/14/19 and remain deregulated. Ensures that all units regulated as of 6/14/19 will remain regulated. Effective 6/14/19.
Rent Increases for Building Improvements	Individual Apartment Improvements (IAIs): permanent monthly rent increases equal to 1/40th of the cost of apartment improvements in buildings with 35 or fewer apartments and 1/60th in buildings with 36 or more apartments; DHCR approval was not necessary; tenant consent required only if the apartment was occupied.	<ul style="list-style-type: none"> Increase revised to 1/168th (≤ 35 units) and 1/180th (> 35 units).
NYC Admin. Code §§ 26-511(13) & 26-511.1, 26-511(6), 26-405-1		<ul style="list-style-type: none"> IAIs now temporary will be removed 30 years from date increase became effective. DHCR must notify owners and occupants that IAI increase will expire. Only 3 IAIs over 15 years permitted, for total aggregate cost of \$15,000. The most a landlord may increase the rent with IAIs is \$89 for buildings with fewer than 35 units and \$83 for buildings with more than 35 units. DHCR to promulgate guidelines and create a centralized IAI documentation electronic database. For IAIs in occupied units, tenant must give informed consent on a DHCR form. The form must be in one of the six primary languages (other than English), as determined by the U.S. Census Bureau. To charge for IAIs, landlord must remove from apartment all hazardous ("B") or immediately hazardous ("C") violations. Clean-up bill clarifies that 15-year period and \$15,000 cap on 3 IAIs start with first IAI after 6/14/19. Costs must be "reasonable and verifiable modification or increase in dwelling space, furniture, furnishings or equipment." Increase in rent is aggregate over 15 years. Work performed by an independent contractor who is licensed; no relationship with landlord. Photographs to be taken before and after work is done; photos/records must be kept permanently. Effective 6/14/19.
	Major Capital Improvements (MCIs): permanent rent increases based on actual cost of building improvements, apportioned among building's tenants on a per-room basis and amortized over 8 years for buildings with 35 or fewer apartments and 9 years for 36 or more apartments; annual rent increases were capped at 6% in NYC and 15% in the rest of the state; owners had to apply for DHCR approval; there was a temporary retroactive component for application processing time.	<ul style="list-style-type: none"> Annual cap decreased from 6% to 2%. Amortization period extended to 12 years if ≤ 35 units and to 12 1/2 years if > 35 units.

		<ul style="list-style-type: none"> • Retroactive component: MCIs approved 6/16/12-6/16/19 may not exceed 2% cap starting 9/1/19 for any tenant in occupancy on the date of the MCI order.
		<ul style="list-style-type: none"> • MCI increase now temporary, will be removed 30 years after effective date.
		<ul style="list-style-type: none"> • DHCR required to set a schedule of "reasonable costs."
		<ul style="list-style-type: none"> • DHCR must send notice to landlord and all tenants 60 days before end of temporary MCI. Notice shall include the initial approved improvement increase and the total amount to be removed.
		<ul style="list-style-type: none"> • MCIs are work essential for preservation, energy efficiency, functionality, or infrastructure of the entire building.
		<ul style="list-style-type: none"> • Amount of MCI must be reduced by the amount of any government grant given to help pay for improvements and by any insurance payments that compensate for improvement costs.
		<ul style="list-style-type: none"> • Collection of MCI starts on the first day of the month at least 60 days after notice to tenant of the increase.
		<ul style="list-style-type: none"> • MCIs not permitted in buildings with 35% or fewer regulated units.
		<ul style="list-style-type: none"> • Application requires additional and more detailed documentation; DHCR to audit 25% of MCIs.
		<ul style="list-style-type: none"> • No MCI if there are outstanding hazardous or immediately hazardous violations.
		<ul style="list-style-type: none"> • Eliminates retroactive portion of MCI.
		<ul style="list-style-type: none"> • Independent contractors must perform work.
		<ul style="list-style-type: none"> • Effective 6/14/19.
Rent Increases During Vacancies	<p>Vacancy Increase: Increase of 20% for a 2-year vacancy lease, and 20% minus the difference between applicable 2-year and 1-year renewal lease guidelines for a 1-year vacancy lease.</p>	<ul style="list-style-type: none"> • Vacancy Increases repealed.
NYC Admin. Code § 26-510(j)	<p>Longevity Bonus: additional vacancy increase equal to 0.6% for each year since the last vacancy increase if more than 8 years had passed since the last vacancy increase.</p>	<ul style="list-style-type: none"> • Longevity bonus repealed.
	<p>These increases were in addition to any NYC Rent Guidelines Board (RGB) approved increase.</p>	<ul style="list-style-type: none"> • RGB may not adopt vacancy or rent adjustment without legislature's approval.
		<ul style="list-style-type: none"> • RGB may not establish rent adjustment or allow any increase that does not apply to all regulated apartments equally. All rent increases are the same regardless whether for a renewal or a vacancy lease.
		<ul style="list-style-type: none"> • Effective 6/14/19.
Rent Stabilization Coverage	<p>Rent stabilization was in effect in NYC; parts of Nassau, Rockland, and Westchester Counties; and Buffalo and other upstate cities.</p>	<ul style="list-style-type: none"> • Rent stabilization available statewide to any municipality with less than 5% vacancy and a population of less than a million where local legislature determines that a housing emergency exists. Same criteria for coverage as within NYC.
		<ul style="list-style-type: none"> • DHCR to reconstitute an RGB outside NYC.
		<ul style="list-style-type: none"> • Effective 6/14/19.
Rent Overcharge Claims, Treble Damages, Records Requirements, Choice of Forum	<p>Overcharge claims limited to 4-year period before filing of claim; subject to exceptions like fraud; determination of legal rent limited to 4-year lookback period; landlord required to maintain rent records for 4 years; treble damages impossible for 2-year period before filing of claim if overcharge was willful, but not based solely on failure to file rent registrations; and safe-harbor exception, which allowed the landlord to refund any overcharge, plus interest, and reduce the rent before time to answer complaint expired.</p>	<ul style="list-style-type: none"> • 6-year statute of limitations on overcharge claims; but CPLR amended to permit filing of claim at any time; applicable to any proceeding/application pending as of 6/14/19.
NYC Admin. Code § 26-516(a), CPLR 213-a	<p>Permitted late registrations to avoid overcharge liability.</p>	<ul style="list-style-type: none"> • Overcharge penalties limited to 6 years preceding the complaint.
		<ul style="list-style-type: none"> • No limitation on lookback period to determine legal rent; all available rent history may be examined if "reasonably necessary"; unexplained rental increases can make registrations "unreliable"; base rent is last "reliable" registration filed 6 years or more prior to complaint; certain common law exceptions to the statute of limitations set by Rent Stabilization Code written into law.

		<ul style="list-style-type: none"> • Treble-damages period extended to 6 years; no longer defense that overcharge was based on untimely registration.
		<ul style="list-style-type: none"> • No safe harbor; treble damages may be imposed even if owner refunds overcharge.
		<ul style="list-style-type: none"> • Attorney fees and costs must be imposed if landlord is found to have overcharged a tenant (discretionary under prior law).
		<ul style="list-style-type: none"> • Record-keeping obligation extended to 6 years, but no limitation on look-back period to determine legal rent.
		<ul style="list-style-type: none"> • Evidence of improvements should not be discarded; new law mentions useful life provisions, which can be as many as 25 years. Failure to maintain records permits DHCR or court to consider evidence of overcharge beyond 6 years.
		<ul style="list-style-type: none"> • Although DHCR and the courts shared concurrent jurisdiction under the prior law, the new law gives the tenant the choice of forum.
Preferential Rents	Landlords could charge a "preferential" rent that was less than the legal rent; landlord could rescind preferential rent during renewal unless lease provided otherwise.	<ul style="list-style-type: none"> • Owners may charge only the preferential rent, subject to applicable RGB rates and any other applicable rent increase; when the tenant vacates, the preferential rent can be rescinded if warranty of habitability issues did not cause the vacancy.
NYC Admin. Code § 26-511(14)		<ul style="list-style-type: none"> • Subject to limited exception for buildings subject to a regulatory agreement (i.e., federal housing projects). Effective 6/14/19, but it applies to any tenant subject to a lease on or after the effective date or that is entitled to receive a renewal or vacancy lease on or after that date. • Effective 6/14/19.
Recovery of Regulated Apartments for Owner's Use	Rent-regulated apartment(s) could be recovered if the owner or owner's immediate family intended in good-faith to occupy apartment(s) as their primary residence.	<ul style="list-style-type: none"> • Only one apartment may be recovered.
NYC Admin. Code §§ 26-511(b), 26-408(1)		<ul style="list-style-type: none"> • Landlord must have "immediate and compelling necessity" to recover apartment. • Owner or immediate family must occupy apartment for 3 years after recovery. • New cause of action is created for damages and declaratory and injunctive relief based on owner's fraudulent statement regarding proposed use of apartment; clean-up bill clarifies that this exists only when tenant was required to surrender the premises under owner's own-use provision. • Unless owner can provide an equivalent or superior housing accommodation at same or lower stabilized rent in an area closely proximate to subject unit, owner is precluded from recovering a unit when any member of the household lawfully occupying unit has 15 or more years' (previously 20 years) tenancy; is 62 years old or older; or has a permanent anatomical, physiological, or psychological condition that prevents "substantial gainful employment." • Effective 6/14/19. Applies to any tenant in occupancy on this date.
Non-Profit Exemption from Rent Stabilization	Non-profits operated for charitable or educational purposes exempt from rent stabilization.	<ul style="list-style-type: none"> • Non-profits operating programs for those who are or were homeless or at risk of homelessness no longer exempt from rent stabilization.
		<ul style="list-style-type: none"> • Existing occupants are deemed tenants, and the legal rent is set at the next renewal to the legal rent of the prior tenant, plus applicable RGB increases. • Clean-up bill excludes from the exemption premises owned or operated by a hospital or other charitable organization operated on an exclusive not-for-profit basis. • Effective 6/14/19.
Rent Increases for Rent Controlled Tenants	Maximum collectible rent for rent-controlled tenants could not be increased by more than 7.5%/year; separate fuel cost adjustment was available based on changes in heating fuel cost.	<ul style="list-style-type: none"> • Annual increases lesser of 7.5% and average of the last 5 years of RGB 1-year renewal increases.

NYC Admin.
Code §§ 26-
405(a)(5), 26-
407.1

• Fuel cost pass-along eliminated.

• Effective 6/14/19.

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