

**ATTORNEY GRIEVANCE COMMITTEE**

Supreme Court, Appellate Division  
 First Judicial Department  
 180 Maiden Lane, 17<sup>th</sup> Floor  
 New York, New York 10038  
 (212) 401-0800

**JORGE DOPICO**  
**Chief Attorney**

Email Complaint and Attachments to: [AD1-AGC-newcomplaints@nycourts.gov](mailto:AD1-AGC-newcomplaints@nycourts.gov). In addition, please send **one copy** of your complaint and attachments **by regular mail** to the above address. (If you do not have a personal email account, please send two (2) complete sets of your complaint and all attachments. There may be a delay in processing your matter if it is not emailed. Please **do not** include any original documents because we are unable to return them.)

**Background Information**

Today's Date: 06/15/2022

Your Full Name: (Mr. Ms. Mrs.) Anthony Zappin

Address: P.O. Box 443

City: North Myrtle Beach State: SC Zip Code: 29597

Cell Phone: 304 730 4463 Business/Home Phone: Same

Email Address: anthony.zappin@gmail.com

Are you represented by a lawyer regarding this complaint? Yes ☐ No ☒ If Yes:

Lawyer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**Attorney Information**

Full Name of Attorney Complained of: (Mr. Ms. Mrs.) David Evan Schorr

Address: 295 Madison Avenue, Floor 12

City: New York State: NY Zip Code: 10017

Business Phone: 917 756 5983 Cell Phone: Unknown

Email Address: des@schorrllegal.com

Date(s) of Representation/Incident: 06/15/2022

Have you filed a civil or criminal complaint against this attorney? Yes ☒ No ☐ If Yes:

If yes, name of case (if applicable): Zapin v. Schorr et al.

Name of Court: U.S. District Court, SDNY

Index Number of Case (if known): Case No. 22-cv-2034-ER

Have you filed a complaint concerning this matter with another Grievance Committee, Bar Association, District Attorney's Office, or any other agency? Yes ☒ No ☐

If yes, name of agency: Division of Licensing Services

Action taken by agency, if any: No

### Details of Complaint

Please describe the alleged misconduct in as much detail as possible including what happened, where and when, the names of any witnesses, what was said, and in what tone of voice, etc. Use additional sheets if necessary.

See attached letter and exhibits



Complainant's Signature (Required): \_\_\_\_\_

# Anthony Zappin

1827 Washington Blvd. • Huntington, WV 25701 • Phone: (304) 730-4463  
E-Mail: anthony.zappin@gmail.com

Date: June 15, 2022

## **VIA E-MAIL AND USPS CERTIFIED MAIL**

Jorge Dopico  
Attorney Grievance Committee  
First Judicial Department  
180 Maiden Lane, 17<sup>th</sup> Floor  
New York, NY 10038

Re: Complaint against David Evan Schorr

Dear Mr. Dopico:

I write to file an ethics and attorney misconduct complaint against David Evan Schorr (Registration No. 3012259). Mr. Schorr is admitted to practice in the First Department and has a business address for 295 Madison Avenue, Floor 12, New York, NY 10017. Accordingly, the Attorney Grievance Committee (“AGC”) has jurisdiction over Mr. Schorr’s misconduct specified in this complaint.

This complaint centers around Mr. Schorr’s knowingly improper, unlawful and unethical use of his notary stamp. As you are aware, Mr. Schorr was previously discipline by the First Department for several acts of attorney misconduct on October 30, 2018. (*See Exhibit 1.*)

### A. Applicable Law and Ethical Rules

New York law and the Notary Public Code of Professional Responsibility prevent a licensed notary from notarizing any document where the notary is a party or has a financial interest in the transaction. The New York Division of Licensing Services has summarized this obligation as follows:

Though a person may be eligible to hold the office of notary the person may be disqualified to act in certain cases by reason of having an interest in the case. To state the rule broadly: if the notary is a party to or directly and pecuniarily interested in the transaction, the person is not capable of acting in that case.

*See* <https://dos.ny.gov/system/files/documents/2022/04/notary.pdf> (emphasis added).

New York courts have expounded on this ethical requirement. Specifically, New York courts have deemed it an ethical violation for a notary to notarize a document where they have a financial interest or where they are a party to the litigation the document is being filed. (*See id.*) This is highlighted by the fact that courts have deemed such documents a legal nullity. (*See id.*)

For instance, in *Homar v. Am. Home Mortg. Acceptance, Inc.*, 2012 N.Y. Slip. Op. 33724 (July 24, 2012), the New York County Supreme Court held:

My. Ryack, a party to this action, acted as a notary on Mr. Homar's affidavit. An acknowledgement before a party to the instrument is a nullity. *See, Armstrong v. Combs*, 15 AppDiv. 246 (3 Dept. 1897); *People ex rel. Erie R.R. Co. v. The Board of R.R. Com'rs*, 105 App.Div.273 (3 Dept. 1905); *Brodsky v. Board of Managers of Dag Hammarskjold Tower Condominium*, 1 Misc3d 591, 596 (N.Y.Sup., 2003). Given Mr. Ryack's status as a party, he is disqualified from notarizing any documents pertaining to this litigation. Therefore, Mr. Homar's affidavit is a nullity since it is acknowledged by a notary who is a party to the action. Given the complete absence of admissible evidence, plaintiffs' motion is denied in its entirety.

As shown above, a notary's ethical duties – particularly in relation to self-dealing with their notary stamp (as Mr. Schorr has done) – are particularly stringent as evidenced by New York courts nullifying tainted documents. This is incredibly important to protect the public.

B. David Evan Schorr's Misconduct and Misuse of His Notary Stamp in *Zappin v. Schorr*

In March 2022, I filed a lawsuit against Mr. Schorr in the United States District Court for the Southern District of New York. *See Zappin v. Schorr, et al.*, Case No. 22-cv-2034-ER (S.D.N.Y. 2022). The pertinent facts of Mr. Schorr's ethical violation with respect to his notary stamp are as follows.

An affidavit of service was filed on June 10, 2022 indicating that Mr. Schorr had been served the complaint and summons in the action on May 14, 2022. (*See Zappin v. Schorr*, Dkt. No. 20.) Mr. Schorr was required to respond to the complaint by June 6, 2022 per the Federal Rules of Civil Procedure. (*See id.*) He did not. On June 14, 2022, the Clerk of the Court entered a Certificate of Default with respect to Mr. Schorr. (*See id.* at Dkt. No. 35.)

Later that day on June 14, 2022, Mr. Schorr filed a letter motion with the Court requesting that the Clerk's Certificate of Default be vacated. (*See Exhibit 2.*) Mr. Schorr claimed that he was not properly served the complaint and summons. (*See id.*) As evidence in support of his claim, Mr. Schorr submitted an affidavit from an individual he claimed to be his apartment building's doorman, Christopher Szleszynski. (*See Exhibit 3.*)

This complaint is not to debate the contents of Mr. Szleszynski's affidavit. Rather, it is to report Mr. Schorr's intentional and flagrant ethical violation in misusing his notary stamp. As Mr. Szleszynski's affidavit clearly shows, it was notarized by David Evan Schorr.

Mr. Schorr's notarizing of Mr. Szleszynski's affidavit was a clear violation of the Rules of Professional Conduct and New York ethical rules governing notaries. Indeed, Mr. Schorr is a party to the *Zappin v. Schorr* litigation. Per the *Hombs* decision quoted above, the Szleszynski affidavit is a legal nullity and represents professional misconduct on the part of Mr. Schorr.

Moreover, Mr. Schorr was an interested party to Mr. Szleszysnki's affidavit as it was his sole evidence in attempting to defeat the Clerk's Certificate of Default in *Zappin v. Schorr*. It is apparent that Mr. Schorr drafted and compelled Mr. Szleszysnki to sign the affidavit (to the extent Mr. Szleszysnki even signed it himself). Mr. Schorr then notarized the affidavit and filed with the court as evidence knowing that it was a violation of New York notary law and his ethical obligations both as an attorney and notary public to affix his notary stamp to the document. It all screams of a deceitful, unlawful and dishonest scheme by Mr. Schorr, as evidenced by the fact that a neutral third-party could have and should have notarized Mr. Szleszysnki's purported affidavit.

New York has regularly punished attorneys for misusing their notary stamp. *See, e.g., In re Dobbertin*, 458 N.Y.S.3d 775 (N.Y. App. Div. 1983); *In re Silverblatt*, 454 N.Y.S.2d 443 (N.Y. App. Div. 1982); *In re Picciano*, 439 N.Y.S. 221 (N.Y. App. Div. 1981); *Blum v. Comm. On Prof'l Standard*, 432 N.Y.S.2d 268 (N.Y. App. Div. 1980). Here, Mr. Schorr clearly and knowingly misused his notary stamp on Mr. Szleszysnki affidavit in violation of his of professional and ethical obligations. Mr. Schorr should accordingly be disciplined for violating at least Rules 8.4 (b), (c), (d) and (h) of the Rules of Professional Conduct.

Importantly, as shown below, this is not the first time Mr. Schorr has been caught improperly and unethically using his notary stamp.

C. Mr. Schorr Unethically Misused His Notary Stamp for His Mother's Power of Attorney in the La Palma LLC Cuban Hostel Scheme to which He Had a Pecuniary Interest

In February 2020, Mr. Schorr unlawfully and unethically used his notary stamp to notarize a power of attorney document behalf of his mother, Marcia Schorr. (*See* Exhibit 4, hereinafter "POA".) The POA gave Mr. Schorr power of attorney on behalf of Marcia Schorr. (*See id.*) More importantly, the POA was purposely executed to give Mr. Schorr power of attorney on behalf of Marcia Schorr in dealings concerning La Palma LLC. (*See id.*) Specifically, the POA states:

I, Marcia Schorr (residing at 56-28 185<sup>th</sup> Street, Flushing, NY 11365), hereby confirm and acknowledge that my son, David E. Schorr (residing at 115 East 87<sup>th</sup> Street, 6a, New York, NY 10128) is and has been my agent with respect to La Palma LLC, a New York limited liability company ("La Palma"), including without limitation all litigation and arbitration matters and all other matters in connection with or arising under La Palma's Operating Agreement.

(*See id.*)

By way of background, La Palma LLC was essentially a holding company that Mr. Schorr was attempting to use to unlawfully purchase property – namely a "hostel" – in Cuba in violation of the Cuban Embargo. (*See* Exhibit 5.) Importantly, Mr. Schorr has acknowledged in legal filings that his ailing mother lacks mental capacity at times and needs full time medical care.

Mr. Schorr's notarizing the POA was clearly an unethical act as he had a direct financial and pecuniary interest in La Palma LLC. Mr. Schorr is mentioned throughout the La Palma LLC

Operating Agreement as both a direct and indirect financial beneficiary of Marcia Schorr's interest in La Palma LLC. (See Exhibit 5.) For example, the Operating Agreement provides:

7.2 Mrs. Schorr. Mrs. Schorr or the executor of her estate upon her death ... may Transfer any or all of her Membership Interest to David Schorr (or a trust or any other kind of entity in which David Schorr and/or Maxwell Schorr is a direct or indirect beneficiary or owner) at any time, for any reason and without the Company's or Mr. Doggart's consent.

(See *id.*)

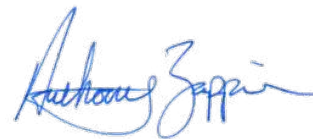
To make matters worse, Mr. Schorr has used the POA to initiate no less than two (2) frivolous litigations after Sebastian Doggart – the other member of La Palma LLC – sought to dissolve the company. In the first litigation, Mr. Schorr (as Marcia Schorr's power of attorney) sued Sebastian Doggart in an arbitration before the AAA/ICDR, which was dismissed as a result of Mr. Schorr's misconduct before the tribunal. (See Exhibit 6.) Notably, the validity of the POA based on Mr. Schorr's notarizing it was an undecided issue in the arbitration prior to it being terminated by the AAA/ICDR. In the second litigation, Mr. Schorr (as Marcia Schorr's power of attorney and apparent legal counsel) frivolously sued the AAA/ICDR in federal court for dismissing his arbitration against Mr. Dogart and to recoup fees paid to the AAA/ICDR. See *Schorr v. AAA*, Case No. 21-cv-5569 (S.D.N.Y. 2021).

Based on New York law, the various ethical rules and the case law cited above, the POA notarized by Mr. Schorr is a legal nullity. Mr. Schorr's misconduct in notarizing the POA to which he clearly had a financial interest and to which he clearly intended to use as a legal vehicle for initiating (frivolous) litigation against other individuals and entities not only illustrates unethical behavior, but represents an overall deceitful and unlawful scheme by Mr. Schorr. Regardless, it was a clear and apparent breach of Mr. Schorr's ethical obligations as an attorney and notary public to notarize the POA where it was apparent he had a financial interest in the execution of the POA and La Palma LLC. Mr. Schorr should be disciplined for misusing his notary stamp in such a fashion.

D. Conclusion

As shown above, Mr. Schorr has engaged in unethical conduct, breached his professional obligations and has knowingly misused his notary stamp in a deceitful and unlawful way. Accordingly, he should be professionally disciplined in order to protect the public.

Best regards,



Anthony Zappin

Enclosures

# **EXHIBIT 1**

At a Term of the Appellate Division of the Supreme Court held in and for the First Judicial Department in the County of New York on October 30, 2018.

Present - Hon. Dianne T. Renwick,  
Rosalyn H. Richter  
Angela M. Mazzarelli  
Jeffery K. Oing  
Anil C. Singh,

Justice Presiding,

Justices.

-----x  
In the Matter of David Evan Schorr,  
an attorney and counselor-at-law:

M-3080

Attorney Grievance Committee  
for the First Judicial Department,  
Petitioner,

**FILED**

**OCT 30 2018**

David Evan Schorr  
(OCA Atty. Reg. No. 3012259)  
Respondent.

**SUP COURT, APP. DIV.  
FIRST DEPT.**

-----x  
An unpublished order of this Court having been entered on March 12, 2018 (M-3157), clarified by an unpublished order of this Court entered on May 31, 2018 (M-1717/M-2433), finding respondent (who was admitted to practice as an attorney and counselor-at-law in the State of New York at a Term of the Appellate Division of the Supreme Court for the Second Judicial Department on February 9, 2000) guilty of professional misconduct in violation of Rule 8.4(d) of the New York Rules of Professional Conduct (RPC), solely based upon findings rendered by the United States Court of Appeals for the Second Circuit in Schorr v Dopico (686 Fed. Appx. 34 [2017]), with respect to respondent's unauthorized recording of a court proceeding, and appointing Thomas C. Moore, Esq. as Referee to conduct a hearing and file a report with recommendation as to the appropriate sanction,

And, the Attorney Grievance Committee for the First Judicial Department, by Jorge Dopico, its Chief Attorney (Kevin M. Doyle, Esq., of counsel), and respondent pro se, having subsequently jointly moved this Court, on August 6, 2018, for an order of discipline by consent, pursuant to 22 NYCRR 1240.8(a)(5), upon stipulated facts, imposing upon respondent a public censure,



October 30, 2018

And pursuant to 22 NYCRR 1240.8(a)(5), respondent having provided an affidavit in which he conditionally admits that his actions violated RPC 8.4(d), as previously determined by this Court, consents to the discipline as set forth in the moving papers, and states that his consent is given freely and voluntarily without coercion or duress, and that he is fully aware of the consequences of the joint application for discipline by consent,

Now, upon reading and filing the papers with respect to the motions, and due deliberation having been had thereon, and upon the Opinion Per Curiam filed herein, it is unanimously,

Ordered that the parties' motion for discipline by consent is granted, and respondent is publicly censured.

ENTERED:

  
CLERK

APPELLATE DIVISION SUPREME COURT FIRST DEPARTMENT  
STATE OF NEW YORK

I, SUSANNA ROJAS, Clerk of the Appellate Division of the Supreme Court First Judicial Department, do hereby certify that I have compared this copy with the original thereof filed in said office on 10/30/2018 and that the same is a correct transcript thereof, and of the whole of said original.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of this Court on 10/30/2018.

  
CLERK

SUPREME COURT, APPELLATE DIVISION  
FIRST JUDICIAL DEPARTMENT

Dianne T. Renwick,  
Rosalyn H. Richter  
Angela M. Mazzarelli  
Jeffery K. Oing  
Anil C. Singh,

Justice Presiding,  
  
  
  
Justices.

-----x  
In the Matter of David Evan Schorr,  
an attorney and counselor-at-law:

Attorney Grievance Committee  
for the First Judicial Department,  
Petitioner,

M-3080

David Evan Schorr,  
Respondent.

-----x  
Disciplinary proceedings instituted by the Attorney Grievance  
Committee for the First Judicial Department. Respondent,  
David Evan Schorr, was admitted to the Bar of the State of  
New York at a Term of the Appellate Division of the Supreme  
Court for the Second Judicial Department on February 9,  
2000.

Jorge Dopico, Chief Attorney,  
Attorney Grievance Committee, New York  
(Kevin M. Doyle, of counsel), for petitioner.

Respondent pro se.

Motion No.-3080 - August 6, 2018

IN THE MATTER OF DAVID EVAN SCHORR - AN ATTORNEY

PER CURIAM

Respondent David Evan Schorr was admitted to the practice of law in the State of New York by the Second Judicial Department on February 9, 2000. Respondent maintains a registered address within the First Judicial Department.

By unpublished order entered March 12, 2018, and later clarified by unpublished order entered May 31, 2018, this Court granted the Attorney Grievance Committee's (AGC) motion for an order giving collateral estoppel effect to an opinion by the United States Court of Appeals for the Second Circuit in *Schorr v Dopico* (686 Fed Appx 34 [2d Cir 2017]) with respect to respondent's unauthorized recording of a court proceeding and found him guilty of professional misconduct in violation of New York Rules of Professional Conduct 22 NYCRR 1200.0 rule 8.4(d) (conduct prejudicial to the administration of justice). A Referee was appointed to conduct a sanction hearing.

The parties now jointly move pursuant to the Rules for Attorney Disciplinary Matters (22 NYCRR §1240.8(a)(5)) for discipline on consent and request the imposition of a public censure. Although the hearing before the Referee commenced, it is now stayed pending this Court's determination of the instant motion (22 NYCRR 1240.8[5][iii]).

The parties' submission conforms to the procedural requirements for a joint motion for the imposition of discipline (22 NYCRR 1240.8[a][5][i]-[iii]) and should be granted. The parties stipulate to the following facts.

On October 9, 2013, in his own divorce proceeding in which he was the defendant spouse and proceeded pro se, during a court conference before Supreme Court Justice Deborah Kaplan, respondent covertly made an unauthorized recording through the use of his iPhone, which was prohibited by 22 NYCRR 29.1. The recording was technically a video recording but captured no images since respondent's iPhone was inside his inner jacket pocket.

In April 2015, the AGC issued a private admonition to respondent for violating rule 3.3(f)(3) (intentionally or habitually violate any established rule of procedure of a tribunal) and rule 8.4(d) based on his unauthorized recording of the court conference. However, by letter dated May 6, 2015, respondent rejected the admonition and requested that formal proceedings be commenced before a referee.

Following respondent's rejection of the admonition and demand for formal proceedings, the AGC sought to examine him under oath (i.e., a deposition), which resulted in respondent filing a lawsuit against the AGC in the Southern District in seeking to enjoin the AGC's investigation. The Southern District dismissed the action and the Second Circuit affirmed, which

decision formed the basis for this Court's collateral estoppel order (686 Fed Appx at 34).

Respondent now conditionally admits that his actions, as set forth above, violated rule 8.4(d) (as previously determined by this Court).

The parties stipulated to the following factors in aggravation: respondent engaged in a pattern of misconduct that was prejudicial to the administration of justice, which arose in and indirectly from his domestic relations litigation. The pattern included accusing Justice Kaplan, her law secretary, and a court officer of perjury in denying that a (civil) assault had been orchestrated against him on October 9, 2013. Respondent has apologized for making these accusations. In addition, respondent accused the AGC in federal court filings of retaliating against him at the behest of former Administrative Judge A. Gail Prudenti; he brought a lawsuit that lacked merit against a psychologist appointed by the court in connection with the custody of respondent's child; he alleged bias against a financial analyst appointed to evaluate the worth of respondent's insurance business; and set up Internet web sites disparaging opposing counsel by accusing him of lying under oath (respondent has now transferred over to opposing counsel the rights to those web sites).

The parties stipulated to the following factors in

Mitigation: respondent has no disciplinary history, nor has he been sanctioned by any court for misconduct. His misconduct arose as he represented himself in a contentious domestic relations litigation involving issues of child custody and financial obligations. The death of respondent's father during the litigation added to the emotional strain of the litigation. After respondent's act of unauthorized recording, but while his own domestic relations litigation was still pending, he was commended by New York Supreme Court Justice Matthew Cooper and attorney Harriet Newman Cohen for his calming and credible role as co counsel in the highly inflamed domestic relations litigation of another attorney who was pro se. Furthermore, respondent, though admitted in 2000, had at the time of his misconduct only practiced law for a few years before leaving the practice of law to work in his family's business in late 2003, and his practice, as an associate in two very large law firms, had never brought him into a courtroom. Thus, at the time of his misconduct, respondent had limited experience in the practice of law.

Respondent presented credible evidence at the sanction hearing attesting to his good character. Having resumed the practice of law on behalf of others in 2015, respondent now represents clients in domestic relations litigation, where he has shown himself to be a sober and reasonable advocate, eschewing rather than creating conflict. Respondent represents several of his domestic relations clients pro bono, has demonstrated great

patience and dedication toward these clients, makes himself available to them at all hours, and they have great trust in and gratitude toward him. During the disciplinary investigation and proceedings, respondent cooperated with the AGC, and during the sanction hearing respondent was professional, courteous, and respectful toward both AGC staff counsel and the Referee. Respondent acknowledges, albeit belatedly, the wrongfulness of his making an unauthorized recording of a court conference in light of rule 8.4(d).

In support, the parties rely on *Matter of Rios and Levy* (109 AD3d 64, 70 [1st Dept 2013]) in which this Court opined that sanction determination in attorney disciplinary cases is "inherently fact specific." Here, the parties contend that the factors in aggravation call for public discipline but the mitigation allows for a lesser sanction than suspension. Thus, pursuant to 22 NYCRR 1240.8(a)(5)(i)(d), the parties agree that the appropriate discipline to impose should be a public censure because, in their view, it will serve to deter future misconduct while permitting respondent to continue serving clients in a responsible and constructive fashion.

In granting the instant motion for discipline by consent, we find that a public censure is supported by similar case law (see e.g. *Matter of Holley*, 285 AD2d 216 [1st Dept 2001], lv denied 97 NY2d 606 [2001]; *Matter of Kunstler*, 194 AD2d 233 [1st Dept

1993]; *Matter of Mangiatordi*, 123 AD2d 19 [1st Dept 1987]; *Matter of Kindlon*, 98 AD3d 1227 [3d Dept 2012]).

Accordingly, the parties' joint motion for discipline should be granted and respondent publicly censured.

All concur.

Order filed: [October 30, 2018]

Ordered that the parties' motion for discipline by consent is granted, and respondent is publicly censured.



# **EXHIBIT 2**

David E. Schorr  
115 East 87th Street, 6a  
New York, NY 10128

June 14, 2022

Honorable Edgardo Ramos  
United States District Court  
Southern District of New York  
40 Foley Square, Room 619  
New York, New York 10007

Re: *Zappin v. Schorr et al.*, No. 22 Civ. 2034 (ER) (JLC)

Dear Judge Ramos:

Pursuant to FRCP 55 (c), this is to respectfully request that the Court set aside the default against me entered by the Clerk (Docs. 28 and 35).

Should the Court prefer a more formal motion in lieu of this letter motion, I would be very grateful if the Court would perhaps be amenable to waiving its requirement for a pre-motion conference under its Individual Practice Rules.

Plaintiff's process server (the "Process Server") did not serve me personally under CPLR 308(1).

Accordingly, the Process Server was required – in the absence of alternative service – to effectuate service under CPLR 308(2).

I live at 115 East 87th Street, New York, NY 10128 (the "Building"). The Building is a multi-unit residential dwelling with more than 30 floors and several apartments on each floor. The Building's lobby has a front desk.

Generally, to effectuate service under CPLR 308(2) upon someone who lives in a multi-unit residential dwelling with a front desk in the lobby, a process server may only leave the summons with the front desk if he or she "is not permitted to proceed to the actual apartment by the doorman or some other employee . . ." See *Brucoleri v. Gangemi*, No. 17-CV-7443, 2019 WL 499769, at \*4 (E.D.N.Y. 2019) ("As a general rule, the 'actual dwelling place' or 'usual place of abode' of a tenant in a multiple dwelling has been held to be the apartment of the tenant. The lobby does not comprise part of a person's residence unless access to the person's actual apartment is limited, in which case service upon a doorman in the lobby constitutes service at the person's residence under CPLR § 308(2). See *F. I. duPont, Glore Forgan & Co. v. Chen*, 41 N.Y.2d 794, 797 (N.Y. 1977) ('[I]f a process server is not permitted to proceed to the actual apartment by the doorman or some other employee, the outer bounds of the actual dwelling place must be deemed to extend to the location at which the process server's progress is arrested'); cf. *Dinicu v. Groff Studios Corp.*, 215 A.D.2d 323 (N.Y. App. Div. 1st Dept. 1995)

(finding service of process by delivery to other tenants insufficient ‘where there was clear access to the defendants’ apartment at all times’’)).

However, as per the affidavit of the individual who was at the front desk that day (the “Front Desk Employee”) (see Exhibit A hereto), the Process Server made no attempt to proceed to my apartment. See Exhibit A ¶¶ 5-6. For this reason alone, service was fatally defective.

Service was also fatally defective because – although the Process Server states (Doc. 20) that he mailed me a copy of the papers in question – I did *not* receive (from him or from anyone else) a copy of the summons (or any other papers) in the mail as required under CPLR 308(2).

In addition, the Process Server’s affidavit (Doc. 20) contains the following additional inaccuracies.

Whereas the Process Server states that he “endorsed” the papers that he purported to serve “with the date and hour of service,” such papers do not contain any such endorsement.

Whereas the Process Server states that the Front Desk Employee (referred to as “John Doe”) “stated that they reside” at my apartment, the Front Desk Employee made no such statement. See Exhibit A ¶ 8.

Whereas the Process Server states that the Front Desk Employee “refused to give their name,” the Front Desk Employee was not asked for his name and did not refuse to give his name. See Exhibit A ¶ 7.

Whereas the Process Server states that the Front Desk Employee “indicated that they were the co-resident,” the Front Desk Employee made no such statement. See Exhibit A ¶ 9.

Whereas the Process Server states that the Front Desk Employee “appeared to be a gray-haired white male contact 45-55 years of age, 6’0”-6’2” tall and weighing 160-180 lbs,” the Front Desk Employee bears no resemblance to that description. See Exhibit A ¶ 11.

Whereas the Process Server states that he asked the Front Desk Employee “whether the defendant and/or present occupant was presently in the military service of the United States Government or in active duty in the military service of the State of New York or a dependent of anybody in the military,” the Front Desk Employee was never so asked. See Exhibit A ¶ 10. Whereas the Process Server states that the Front Desk Employee “refused to indicate” to the foregoing, the Front Desk Employee did not so refuse. *Id.*

Respectfully submitted,

David E. Schorr  
David E. Schorr, Esq.

cc: All parties and counsel (via ECF)

# **EXHIBIT 3**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
Anthony Zappin, :  
Plaintiff, : Case No. 1:22-CV-02034-ER  
- against - :  
David Evan Schorr, : **AFFIDAVIT**  
Matthew F. Cooper, :  
Kevin M. Doyle :  
Defendants. :  
----- X

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

Christopher Szleszynski, being duly sworn, deposes and says:

1. I am an employee of the building located at 115 East 87th Street, New York, New York 10128 (the "Building"). I do not reside in the Building.
2. The Building is a multi-unit residential dwelling with more than 30 floors and several apartments on each floor.
3. Mr. Schorr lives in Apartment 6a of the Building.
4. On May 13, 2022 at 12:25 PM, I was stationed at the Building's front desk in its lobby.
5. At that time, a man entered the Building, walked up to me at the front desk, put papers with the above caption on the front desk, and said to me (as he was so placing the papers) either: "This is for David Schorr" or "These are for David Schorr." These were his only words; he never said anything else. Immediately thereafter, and without saying another word, he turned around and exited the Building.
6. The man did not request permission to go to Mr. Schorr's apartment

7. The man did not ask me for – and I did not refuse to give him – my name.

8. I did not tell the man that I reside at Apartment 6a or any other apartment in the Building.

9. I did not tell the man that I am Mr. Schorr's "co-resident" or that I am a "co-resident" of Apartment 6a or any other apartment in the Building.

10. I did not refuse to indicate to the man, and was not asked by the man, whether Mr. Schorr "was presently in the military service of the United States Government or in active duty in the military service of the State of New York or a dependent of anybody in the military."

11. I am 36 years old, 5'9" in height, weigh substantially more than 180 lbs., and do not have grey hair.

  
Christopher Szleszynski

Sworn to before me on

June 14, 2022

  
DAVID E. SCHORR  
Notary Public, State of New York  
Reg. No. 02SC6377393  
Qualified in New York County  
Commission Expires 07/02/2022

# **EXHIBIT 4**

## **POWER OF ATTORNEY**

### **CAUTION TO THE PRINCIPAL:**

Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, [www.senate.state.ny.us](http://www.senate.state.ny.us) or [www.assembly.state.ny.us](http://www.assembly.state.ny.us).

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

### **DESIGNATION OF AGENT:**

I, Marcia Schorr (residing at 56-28 185th Street, Flushing, NY 11365), hereby confirm and acknowledge that my son, David E. Schorr (residing at 115 East 87th Street, 6a, New York, NY 10128) is and has been my agent with respect to La Palma LLC, a New York limited liability company ("La Palma"), including without limitation all litigation and arbitration matters and all other matters in connection with or arising under La Palma's Operating Agreement.




This POWER OF ATTORNEY shall not be affected by my subsequent incapacity.

This POWER OF ATTORNEY DOES NOT REVOKE any Powers of Attorney previously executed by me.

**PRINCIPAL'S SIGNATURE AND ACKNOWLEDGMENT:**

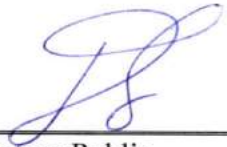
In Witness Whereof I have hereunto signed my name on the 22nd day of February, 2020.

  
\_\_\_\_\_  
Marcia Schorr  
Principal

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF QUEENS     )

On the 22nd day of February, 2020, before me, the undersigned, personally appeared Marcia Schorr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DAVID E. SCHORR  
Notary Public, State of New York  
Reg. No. 02SC6377393  
Qualified in New York County  
Commission Expires 07/02/2022

  
\_\_\_\_\_  
Notary Public

**IMPORTANT INFORMATION FOR THE AGENT:**

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
  - (2) avoid conflicts that would impair your ability to act in the principal's best interest;
  - (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
  - (4) keep a record of all receipts, payments, and transactions conducted for the principal;
- and

(5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).


You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in this document, which is either a Statutory Gifts Rider attached to a Statutory Short Form Power of Attorney or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest.

You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

#### AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:

I have read the foregoing Power of Attorney. I am the person identified therein as agent for the principal named therein. I acknowledge my legal responsibilities.

  
\_\_\_\_\_  
David E. Schorr  
Agent

STATE OF NEW YORK     )  
                                      ) ss:  
COUNTY OF NEW YORK )

On the 23<sup>rd</sup> day of February, 2020, before me, the undersigned, personally appeared David E. Schorr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ capacity, and that by his/~~her~~ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

DANIEL PELAEZ RIVERA  
Notary Public - State of New York  
NO. 01PE6362075  
Qualified in New York County  
My Commission Expires Jul 24, 2021

# **EXHIBIT 5**

**OPERATING AGREEMENT  
OF  
LA PALMA LLC**

THIS OPERATING AGREEMENT (the “Agreement”) is made effective as of September \_\_\_, 2018 (the “Effective Date”) by and among La Palma LLC, a New York limited liability company (the “Company”), and each undersigned member of the Company (each, a “Member” and together, the “Members”).

**RECITALS**

WHEREAS, the Company will be formed upon the acceptance of its Articles of Organization by New York’s Division of Corporations; and

WHEREAS, the Members enter into this Agreement in order to define and express all of their respective rights and obligations with respect to the operation of the Company as a limited liability company.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

1.1 Definitions. Capitalized terms used in this Agreement and not defined elsewhere herein shall have the following meanings:

“Act”: The New York Limited Liability Company Law, and the regulations, if any, promulgated thereunder, as the same may be amended from time to time.

“Adjusted Capital Account” means the balance in the Capital Account maintained for each Member as of the end of each fiscal year as adjusted under Section 5.1 hereof, and further (i) increased by any amount that such Member is obligated to restore under this Agreement, is treated as obligated to restore under Treasury Regulations Section 1.704-1(b)(2)(ii)(c), or is deemed obligated to restore under the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and (i)(5), and (ii) reduced by the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6). This definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted and applied consistently therewith.

“Capital Account” shall have the meaning set forth in Section 5.1.

“Capital Contribution”: The total amount of property (net of liabilities) and money contributed by each Member to the Company pursuant to the terms of this Agreement as

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set forth under the "Schedule of Members" on Exhibit A attached hereto and incorporated herein by reference, and as amended from time to time, including the Capital Contribution made by a predecessor holder(s) of the Membership Interest of such Member, unless the context requires otherwise.

"Cash Available for Distribution" for any fiscal year or other period means the excess of (a) the amount of gross cash receipts received by the Company (including from any reserves previously established that the Company determines are no longer required by the Company), less (b) (i) all expenditures made by the Company for such fiscal year or period, (ii) any reserves established or increased by the Company that the Company deems reasonably necessary for the operation of the Company and/or the Company Assets, and (iii) amounts received by the Company as Capital Contributions.

"Code" means the Internal Revenue Code of 1986 (or any corresponding provision of succeeding law), as amended from time to time.

"Company Assets" means, at any particular time, the Property and Property Rights and any other assets of or rights with respect to real or personal property, tangible or intangible, held or owned by the Company.

"David Schorr" means David E. Schorr, the son of Marcia Schorr.

"Maxwell Schorr" means Maxwell Andrew Schorr, the son of David Schorr.

"IRS" means the Internal Revenue Service.

"Membership Interest": As to any Member, such Member's Membership Percentage Interest, right to distributions hereunder, and any other rights, and all obligations which such Member has in the Company.

"Membership Percentage Interest": As to any Member, the percentage in the Company shown opposite the name of such Member on Exhibit A attached hereto, as the same may be adjusted from time to time in accordance with this Agreement.

"Net Profits" and "Net Losses" shall mean, respectively, for each fiscal year, the excess, if any, of the Company's items of income and gain over the Company's items of deduction and loss, or the excess, if any, of the Company's items of loss and deduction over the Company's items of income and gain, in each case computed under the method of accounting for maintaining Capital Accounts in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv).

"Person" means any individual, firm, corporation, partnership, limited liability company, joint venture, trust, non-incorporated organization or government or any agency or political subdivision thereof, or any other entity of any lawful kind.

"Target Capital Account" means the Capital Account of a Member as of the end of each fiscal year, increased by any amount that such Member is obligated to restore under this Agreement, is treated as obligated to restore under Treasury Regulations Section

1.704-1(b)(2)(ii)(c), or is deemed obligated to restore under the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and (i)(5).

**"Transfer"** shall mean any sale, assignment, transfer, gift, exchange, bequest or other disposition of an Interest, in any manner, voluntary or involuntary, by operation of law or otherwise.

**"Treasury Regulations"** means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

**"Unreturned Capital"** means, with respect to each Member at any given time, the amount by which the Member's initial Capital Contribution on the Effective Date exceeds all distributions made to the Member under (or by reference to) Section 5.4.

## 1.2 **Other Definitions.**

As used in this Agreement, accounting terms to the extent they are not defined in this Agreement, have the respective meanings given to them under generally accepted accounting principles.

## **ARTICLE II**

### **ORGANIZATION**

2.1 **Formation.** The Members hereby acknowledge the formation and continuing existence of the Company under and pursuant to the Act.

2.2 **Duration.** The term of the Company will commence on the date its Articles of Organization are accepted by New York's Division of Corporations and shall be perpetual unless dissolved sooner under Article VIII.

## **ARTICLE III**

### **PURPOSE**

3.1 **Purpose.** The purpose of the Company shall be to engage in activities under 31 CFR 515.575 ("humanitarian projects") and as may otherwise be permitted from time to time under U.S. and Cuban law with respect to the Property and Property Rights (as defined below) and to carry on any and all activities incidental or related thereto as may be lawfully conducted by a limited liability company under all applicable law.

3.2 On behalf of the Company, Mr. Doggart has purchased the title to the property described in the title deed in **Exhibit B** hereto (the "**Property**"). **Exhibit B** contains (i) the official Cuban title deed with respect to the Property and (ii) a certified translation in English of the title deed. Title in the Property is held by Mr. Doggart in his name on behalf of and for the benefit of the Company. On further behalf of the Company, Mr. Doggart has entered into the "Acuerdo Privado" in **Exhibit C** giving him certain rights of access and use, and other rights described therein (the "**Property Rights**"). **Exhibit C** contains



(i) the official Cuban Acuerdo Privado and (ii) a certified translation in English of the Acuerdo Privado. Mr. Doggart holds the Acuerdo Privado in his name on behalf of and for the benefit of the Company.

3.3 If Cuban and U.S. law change so as to permit a U.S. Person to hold the Property and/or Property Rights, then Mrs. Schorr, the executor of Mrs. Schorr's estate, or the successor person in Section 7.2, as the case may be, may in his/her/its sole discretion at any time thereafter cause Mr. Doggart to transfer (and Mr. Doggart agrees to so transfer) (i) 50% ownership and title in the Property and/or Property Rights to one of these aforesaid Persons thereby causing Mr. Doggart and the aforesaid Person to hold the Property and/or Property Rights as joint tenants in common to the extent permissible under applicable law, or (ii) 100% ownership and title in the Property and/or Property Rights to the Company.

3.4 The Company shall at all times comply fully with Cuban and U.S. law.

3.5 Authorized Activities. In carrying out the purposes of the Company, but subject to all other provisions of this Agreement, the Company is authorized to:

(A) Enter into such contracts and take such actions as are required to improve, develop, finance, construct, operate, lease, manage, and sell, exchange or otherwise dispose of the Company Assets, and to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, so long as such activities and contracts may be lawfully carried on or performed by a limited liability company under all applicable law;

(B) Operate, maintain, finance, improve, construct, repair, alter, buy, own, sell, convey, assign, mortgage or lease the Company Assets as necessary or desirable to accomplish the purposes of the Company;

(C) Borrow money for and on behalf of the Company to cover the costs and expenses of the Company or for any other Company purposes, including without limitation, to improve the Company Assets, to pay real estate taxes, costs of insurance, and principal and interest on any encumbrances on the Company Assets, and as security therefor to mortgage or grant deeds of trust on all or any part of the Company Assets, real, personal or mixed in connection with any such borrowings;

(D) Prepay in whole or in part, refinance, recast, increase, modify, or extend mortgages affecting the Company Assets, and in connection therewith execute any extensions, renewals or modifications of any mortgage or deed of trust on the Company Assets;

(E) Enter into, perform, deliver and carry out contracts, certificates and instruments of any kind, including but not limited to giving receipts, releases and discharges with respect to the Company's business and any matters incident thereto as the Company may deem advisable or appropriate for the accomplishment of the purposes of the Company;

(F) Purchase, at the reasonable expense of the Company, property, liability and other insurance to protect the Company's properties and business, the Members, and the Company;

(G) Employ Persons in the operation and management of the business of the Company including, without limitation, attorneys, accountants, mortgage bankers, management and leasing agents, insurance brokers, real estate brokers, engineers, architects, contractors and consultants;

(H) Make any and all reasonable expenditures which the Company, in its discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all operating costs, and other related expenses incurred in connection with the organization and operation of the Company;

(I) Hold title to Company property in the names of trustees or nominees;

(J) Make interim investments in appropriate banking or investment accounts;

(K) Bring, defend, pay, extend, renew, modify, adjust, submit to arbitration, prosecute or compromise any obligation, suit, liability, cause of action or claim with respect to the Company; and

(L) Engage in any kind of lawful activity, and perform and carry out contracts of any kind, necessary or advisable in connection with the accomplishment of the purposes of the Company.

#### ARTICLE IV

##### MEMBERSHIP INTERESTS, CAPITAL CONTRIBUTIONS

4.1 Members. The Members, their addresses, Capital Contributions, and Membership Percentage Interests are set forth on Exhibit A attached hereto.

4.2 Withdrawal of Capital Contributions. No Member shall have the right to withdraw or reduce his/her Capital Contribution, or to receive any distributions from the Company, except as otherwise provided herein. No Member shall have the right to demand or receive any Company property. No Member shall have priority over any other Member with respect to the return of Capital Contributions, allocations of profits or losses or any other distributions, except as expressly provided in this Agreement. Any return of Capital Contributions or Capital Accounts to the Members shall be solely from Company Assets, and no Member shall be personally liable for any such return.



## ARTICLE V

### **MAINTENANCE OF CAPITAL ACCOUNTS; ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

#### **5.1 Capital Accounts.**

(a) A separate capital account shall be maintained for each Member (each, a "Capital Account") in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv). The Capital Account of each Member shall be: (i) increased by contributions of money or property by the Member to the Company and allocations of income or gain; (ii) decreased by distributions of money or property by the Company to the Member and allocations of loss or deduction; and (iii) otherwise adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv). The Company may modify the manner in which Capital Accounts are computed as it deems necessary to comply with Code Section 704(b) and the Treasury Regulations thereunder, provided that such modifications shall not have a material effect on the amounts distributable to any Member under this Agreement.

(b) The Company may, at the discretion of the Company, revalue Company property as permitted under Treasury Regulations Section 1.704-1(b)(2)(iv)(f). In the event of such a revaluation, the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and (g).

(c) Upon a permitted sale or other transfer of a Membership Interest, the Capital Account (or portion thereof) of the Member transferring his/her Membership Interest shall become the Capital Account of the Person to which or whom such Membership Interest is sold or transferred in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

#### **5.2 Allocation of Net Profits or Losses.**

Subject to Sections 5.3(a) through (c), for each fiscal year, the Company's Net Profits or Net Losses shall be allocated among the Members in such a manner that, immediately after giving effect to such allocations, each Member's Target Capital Account balance, taking into account all contributions by such Member and distributions to such Member, equals, as nearly as possible, the amount of cash, if any, that would be distributed to such Member if (i) all the Company's assets were sold for cash equal to their respective book values (as determined under Treasury Regulations Section 1.704-1(b)(2)(iv)), reduced, but not below zero, by the amount of nonrecourse debt to which such assets are subject, (ii) all the Company's liabilities (other than nonrecourse liabilities) were paid in full, and (iii) all the remaining cash were distributed to the Members under Section 5.4.

#### **5.3 Other Allocations.**

(a) Tax credits, nonrecourse deductions, and other items the allocation of which cannot have economic effect shall be allocated at the discretion of the Company in a manner consistent with the Treasury Regulations under Code Section 704(b). Nonrecourse



liabilities, including excess nonrecourse liabilities, shall be allocated at the discretion of the Company in a manner consistent with the Treasury Regulations under Code Section 752.

(b) The provisions of the Treasury Regulations under Code Section 704(b) relating to qualified income offset, minimum gain chargeback, minimum gain chargeback with respect to partner nonrecourse debt, allocations of nonrecourse deductions, allocations with respect to partner nonrecourse debt, and forfeiture allocations with respect to substantially non-vested partnership interests are hereby incorporated by reference and shall be applied to the allocation of income, gain, loss, or deduction in the manner provided in the Treasury Regulations. The Company shall make no allocation to a Member so as to create or increase an Adjusted Capital Account deficit, and, unless otherwise determined by the Company, any such allocation not made shall instead be made to the other Members in accordance with and to the extent of their positive Adjusted Capital Accounts. The Company may, in its discretion, adjust the subsequent allocations of income, gain, losses, or deduction to prevent distortion of the economic arrangement of the Members, as otherwise described in this Agreement, due to allocations resulting from the application of this paragraph.

(c) If a Membership Interest is newly issued, reserved, transferred, forfeited, or redeemed during a fiscal year, the Company shall adjust allocations of income, gain, loss, deduction, and credit to take account of the varying interests of the Members in any manner consistent with Code Section 706 and the Treasury Regulations thereunder.

(d) Except as otherwise provided below or as otherwise required by the Code or Treasury Regulations, a Member's distributive share of items of income, gain, loss, and deduction for income tax purposes shall be the same as is entered in the Member's Capital Account pursuant to this Agreement. A Member's distributive share shall be deemed to consist of a pro rata portion of each item of income, gain, loss, or deduction required to be separately stated under Code Section 702(a). In accordance with Code Section 704(c) and the Treasury Regulations thereunder, and by such methods determined by the Company, allocations of items of income, gain, loss, or deduction for income tax purposes shall take into account any variation between the adjusted tax basis of Company property and the book value of such property as determined for purposes of maintaining Capital Accounts.

#### **5.4 Cash Available for Distribution.**

The Company shall determine in its sole discretion the timing and aggregate amount of all distributions of Cash Available for Distribution to be made by the Company. Pursuant to the foregoing, subject to Section 5.5, the Company shall distribute Cash Available for Distribution to the Members in proportion to their respective Membership Percentage Interests.

**5.5 Minimum Distribution.** With respect to any taxable year of the Company in which Members are allocated taxable income for federal income tax purposes (and for this purpose all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703 of the Code shall be included in the calculation of taxable income

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(other than the amount, if any, by which capital losses exceed capital gains)), the Company shall attempt to distribute to the Members, within 90 days after the close of that taxable year, no less than the amount determined by multiplying the Company's taxable income (computed as set forth in this sentence) by the highest composite federal, state and local income tax rate applicable to any Member. For purposes of the preceding sentence, the Company's taxable income for a year shall be reduced by any net loss of the Company in prior years that has not previously been so taken into account under this Section 5.6. Nothing herein shall require the Company to borrow money or reduce its cash flow so as to restrict its ability to operate the day-to-day activities of the business in order to make such distributions.

## ARTICLE VI

### MANAGEMENT

#### 6.1 Management of the Company.

(a) The Company shall be managed by its Members who shall act jointly in all matters.

(b) David Schorr has full Power of Attorney to act on behalf of Mrs. Schorr in all respects under this Agreement.

## ARTICLE VII

### TRANSFERABILITY

7.1 General. Except as otherwise specifically provided in this Agreement, no Member may Transfer any Membership Interest to a non-Member without the prior written consent of the other Member, which consent may be withheld for any reason.

7.2 Mrs. Schorr. Mrs. Schorr or the executor of her estate upon her death (unless her Last Will and Testament instructs otherwise) may Transfer any or all of her Membership Interest to David Schorr (or a trust or any other kind of entity in which David Schorr and/or Maxwell Schorr is a direct or indirect beneficiary or owner) at any time, for any reason, and without the Company's or Mr. Doggart's consent. The Company and/or Mr. Doggart will take all actions that David Schorr or such executor deems desirable or necessary in relation to such Transfer. In addition, once such Transfer has been completed, David Schorr, such executor, or the executor of David Schorr's estate (should David Schorr himself die) may make further Transfers at any time and from time to time for any reason and without the Company's or Mr. Doggart's consent to David Schorr (if applicable) and/or Maxwell Schorr or to any other trust or any other kind of entity in which David Schorr and/or Maxwell Schorr is a direct or indirect beneficiary or owner. In such event, the Company and/or Mr. Doggart will take all actions that the transferor or executor deems desirable or necessary in relation to such Transfer.

 SD

7.3 Mr. Doggart. In the event of Mr. Doggart's death, his Membership Interest may be transferred directly or by way of trust without the Company's or Mrs. Schorr's or Mr. Schorr's consent to Mr. Doggart's children, Orson Joseph DeCilio Doggart and Alma Leonora Doggart Kunstler. However, such Membership Interest so Transferred shall have no voting rights under this Agreement unless and until either Mr Doggart's father, Anthony Doggart, or his sister Nike Doggart, or another person (whether a trustee or otherwise) of sufficient age, maturity and experience reasonably satisfactory to David Schorr has first been appointed to administer (as trustee or otherwise) the Membership Interest on their behalf.

7.4 Mr. Doggart's Right of First Refusal. (a) Mrs. Schorr (or, if applicable, any applicable Person described in Section 7.2) may Transfer all or any portion of her Membership Interest for consideration to a Person who is not a Member (a "Purchaser") provided Mr. Doggart has first been given a period of 10 days in which to purchase all (but not less than all) of the Membership Interest in question for the same consideration and upon the same terms and conditions.

7.5 Mr. Doggart. Should Mr. Doggart desire to sell his Membership Interest, he must find a replacement title-holder for the Property and Property Rights and Mrs. Schorr's consent (or, if applicable, the consent of the applicable Person described in Section 7.2) to such individual must be given, such consent not to be unreasonably withheld.

7.6 Improper Transfers. Any Transfer or attempted Transfer of a Membership Interest in violation of the terms of this Agreement shall be null and void and have no effect. The transferor/purported transferor hereby indemnifies the Company and the other Member against any and all loss, liabilities, damages and expenses, including, without limitation, tax liabilities or loss of tax benefits, arising directly or indirectly out of any Transfer or purported Transfer in violation of this Agreement.

## ARTICLE VIII

### DISSOLUTION AND WINDING UP OF THE COMPANY

8.1 Dissolution of the Company. The Company shall be dissolved upon the first to occur of any of the following events:

- (a) The Company determines that the Company be dissolved;
- (b) The arbitrator or arbitrators under the arbitration provisions hereof determine that the Company should be dissolved;
- (c) The cessation of the Company's purpose; or
- (d) Upon a "dispute" between the Members as set forth below.

8.2 Notwithstanding anything to the contrary set forth in this Agreement, in the event that a dispute shall arise over any material matter and the Members are unable to resolve such dispute within 30 days after written notice from either Member that such dispute

exists, then either Member may cause the Company to be dissolved under the terms of this Article VIII.

**8.3 Winding Up of the Company.** The Members shall continue to share distributions and allocations of profits and losses during the period of liquidation in accordance with Article V. Any gain or loss realized by the Company upon the sale of property shall be deemed recognized and allocated to the Members in the manner set forth in Article V. Upon dissolution of the Company, the Company shall take full account of the Company's assets and liabilities and the assets shall be liquidated as promptly as is consistent with obtaining the fair market value thereof and as shall be necessary to timely make the distributions below described, and the net proceeds therefrom shall be applied and distributed in the following order:

- (a) to the payment of the expenses of liquidation and the debts and liabilities of the Company;
- (b) to the setting up of any reserves that the Company may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be held for a period to be determined by the Company, at the expiration of which period the balance of such reserves shall be distributed in the order of priority herein; and
- (c) to the Members in accordance with Section 5.4.

**8.4** If the Company determines that it is not practical to liquidate a particular asset, the Company may distribute such asset to the Members. If, in the Company's judgment, it is not feasible to distribute to each Member its proportionate share of such asset, the Company may allocate and distribute specific assets to one or more Members in such manner as the Company shall determine to be fair and equitable, taking into consideration the basis for tax purposes of each asset.

## **ARTICLE IX**

### **REPRESENTATIONS AND WARRANTIES/COVENANTS**

**9.1** Mr. Doggart represents and warrants as follows:

- (a) He is a permanent resident of Cuba; and
- (b) He had full authority to obtain, and has obtained, all title and rights with respect to the Property and Property Rights.

**9.2** Mr. Doggart covenants and agrees as follows:

- (a) He will make best efforts to remain at all times a permanent resident of Cuba;

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(b) Unless and until such time as a change in title occurs under Section 3.3, he will remain at all times the title holder in the Property and the Property Rights and will fully protect all the title and rights (held in his name and on behalf of and for the benefit of the Company) in the Property and the Property Rights;

(c) That the certified translations in English of the documentation referred to Section 3.2 is a true and correct translation of the official Cuban documentation in Spanish referred to in that Section;

(d) That all actions taken with respect to the Property and Property Rights and all actions by or on behalf of the Company generally will comply fully and at all times with U.S. and Cuban law, including without limitation, the U.S.'s Cuban Assets Control Regulations; and

(e) To protect the Company and the other Member, he will promptly take steps at his sole expense which must be reasonably acceptable to David Schorr to ensure that in the event of his untimely death, his interest in the Property and Property Rights will go to a Cuban citizen with the ability under Cuban law to hold the Property and Property Rights on behalf of the Company.

## **ARTICLE X**

### **BOOKS OF ACCOUNTS, ACCOUNTING, REPORTS, FISCAL YEAR, BANKING AND TAX MATTERS**

10.1 Accounting, Books and Records. Mr. Doggart shall maintain on behalf of the Company at the Company's principal place of business or such other places as the Company shall determine books of account for the Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Company and the operation of its business in accordance with generally accepted accounting principles consistently applied and, to the extent inconsistent therewith, in accordance with this Agreement. The Company shall use either the cash method or the accrual method of accounting in preparation of any annual reports and for tax purposes and shall keep its books and records accordingly.

10.2. Expenses. The Members shall share the necessary expenses of the Company in proportion to their Membership Interests.

10.3 Reports. Mr. Doggart shall be responsible for the coordination of financial matters of the Company, including, at the expense of the Company, the engagement (if necessary) of book-keepers and accountants. He shall use reasonable efforts to transmit to each Member such information as is necessary to enable the Members to complete their tax returns.

10.4 Fiscal Year. The fiscal year of the Company shall be the calendar year or such fiscal year as shall be selected by the Company.

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10.5 Company Funds. All funds of the Company shall be deposited in its name in a separate bank account or accounts at a commercial bank as shall be determined by the Company.

10.6 Tax Matters.

Any elections or other decisions relating to any tax matter shall be made as approved by the Company in any manner that reasonably reflects the purposes and intention of this Agreement. Each Member shall cooperate with the Company and provide to the Company upon request such information, certifications or forms which the Company may reasonably request with respect to any tax-related elections and the Company's compliance with applicable tax laws, including any requirements necessary to avoid withholding taxes with respect to any payments to be received or made by the Company.

## ARTICLE XI

### MISCELLANEOUS

11.1 Amendment. Except as otherwise provided herein, any amendment to this Agreement shall require the prior written consent of each Member.

11.2 Title to Property. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property except as necessary under U.S. law as it applies to Cuba and/or Cuban law. The Company may hold any of its assets in its own name or, in the name of its nominee, which nominee may be one or more individuals, corporations, companies, trusts or other entities.

11.3 Other Activities. Except as expressly provided otherwise in this Agreement, any Member may engage in, or possess an interest in, other business ventures of every nature and description, independently or with others, except if such other enterprises are in competition, or in any way associated, with (i) any activities of the Company, (ii) the Property or the Property Rights, or (iii) the area in and around the Property and the Property Rights; and neither the Company nor the other Members shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom. Nothing herein contained shall be construed to constitute any Member hereof the agent of any other Member hereof or to limit in any manner the Members in the carrying on of their own respective businesses or activities.

11.4 Governing Law. The laws of the State of New York will govern all questions concerning the relative rights of the parties hereto and all other questions concerning the construction, validity and interpretation of this Agreement without giving effect to the application of the principles pertaining to conflicts of laws.

11.5 Arbitration. (a) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules

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and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.


(b) Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$500,000, in which case the dispute shall be heard by a panel of three arbitrators. The place of arbitration shall be New York County, State of New York. The arbitration shall be governed by the laws of the State of New York. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrators may determine how the costs and expenses of the arbitration shall be allocated between the parties, but they shall not award attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay his/her required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

11.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. Furthermore, the parties hereto acknowledge and agree that the recitals to this Agreement are true and correct and constitute an integral portion of, and are hereby incorporated into, this Agreement for all purposes.

11.7 Waiver. No consent or waiver, express or implied, by the Company, or any Member to or of any breach or default by a Member in the performance of his/her obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such Member of the same or any other obligations of such Member hereunder. The failure on the part of the Company, or any Member to object to or complain of any act or failure to act of such Member or to declare such Member in default, irrespective of how long such failure continues, shall not constitute a waiver by the Company, or any Member of any rights hereunder.

11.8 Counterparts. This Agreement may be executed in any number of counterparts, including, without limitation, counterparts received via facsimile, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

11.9 Severability. Each provision of this Agreement shall be considered severable from the rest, and if any provision of this Agreement or its application to any Person or circumstances shall be held invalid and contrary to any existing or future law or unenforceable to any extent, the remainder of this Agreement and the application of any

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other provision to any Person or circumstances shall not be affected thereby and shall be interpreted and enforced to the greatest extent permitted by law so as to give effect to the original intent of the parties hereto.

**11.10 Construction.** All section titles or captions contained in this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein," "below," "above," or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

**11.11 Risks.** The Members acknowledge the risks inherent with owning property in Cuba, including but not limited to, (1) the Cuban government (i) refusing planning or other permissions or licenses; (ii) expropriating the property; or (iii) refusing to allow any funds to leave Cuba; (2) the U.S. government imposing new or unanticipated sanctions on operations in Cuba; or (3) the possibility of civil war, civil unrest or military conflict; or (4) the possibility of acts of God, including catastrophic hurricane. Without implying any limitation on the breadth of the fiduciary duties owed by each Member to the other, should any Member experience any legal or other problem in relation to his/her work with the Company, the other will make best efforts to assist him/her in resolving that problem, including engaging and liaising with counsel in Cuba.

**11.12 Put Option.** Except in the case of (i) the actual or constructive termination of the title deed to the Property (assuming such termination has occurred despite Mr. Doggart's best efforts), or (ii) civil war, civil unrest, or acts of God including a catastrophic hurricane that effectively cause the Property to be uninhabitable despite Mr. Doggart's best efforts, Mrs. Schorr (or any successor Member under Section 7.2) shall have the right, after the 10<sup>th</sup> anniversary of the Effective Date, to cause Mr. Doggart to purchase her Membership Interest in exchange for a promissory note (substantially in the form of Exhibit D hereto) from and signed by Mr. Doggart in favor of Mrs. Schorr (or such successor under Section 7.2) for \$19,000.00 plus interest accrued and compounded thereon at the Wall Street Journal prime rate existing on the Effective Date from the Effective Date through the time such note is fully satisfied, provided that under no circumstances shall the total interest accrued and compounded thereon in the aggregate exceed \$6,000.00 in addition to the \$19,000 principal amount. Such promissory note shall be payable in equal monthly installments over a 10-year period, any payments thereunder not to begin prior to the earlier of Mr. Doggart's death or the 10th anniversary of the Effective Date. In the event of Mr. Doggart's death, any amounts still owed under the promissory note shall become immediately due and payable.

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11.13 Confidentiality. Except (i) as required by applicable law, (ii) as necessary for a Member to exercise his or her rights under this Agreement, or (iii) as necessary for the carrying out of the Company's purposes and authorized activities, the Members shall keep the existence of this Agreement and the details thereof confidential from all non-parties.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.



Sebastian Doggart



David E. Schorr, POA  
on behalf of Marcia Schorr

***SIGNATURE PAGE TO OPERATING AGREEMENT  
OF LA PALMA LLC,  
A NEW YORK LIMITED LIABILITY COMPANY***



**LA PALMA LLC**

**EXHIBIT A  
TO  
LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

***Schedule of Members***

<b>Name</b>	<b>Address</b>	<b>Capital Contribution</b>	<b>Membership Percentage Interest</b>
<b>Sebastian Duggart</b>	<b>398 8<sup>th</sup> Street, Apt 2, Brooklyn, NY 11215</b>	<b>\$45,000</b>	<b>50%</b>
<b>Marcia Schorr</b>	<b>56-28 185th Street Flushing, NY 11365</b>	<b>\$45,000</b>	<b>50%</b>

*JS* 50

**LA PALMA LLC**

**EXHIBIT B**

**TO**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

[title deed to the Property]

Tariff: \$35.00

NC: 00 372

**NUMBER:** ----- 405 -----

**PUBLIC WRITING OF DWELLING PURCHASE CONTRACT**

In the municipality La Palma, on October 8<sup>th</sup>, 2018. -----

-----**BEFORE ME**-----

**GRADUATE GEIDYS RIVERA CRUZ**, notary with competence in the province Pinar del Río, and office in the municipality La Palma's Notarial Unit, located on road Martí, number 78 *altos*. -----

-----**APPEAR**-----

**ON ONE SIDE:** in their condition of sellers, Mr. MIGUEL SABINO SÁNCHEZ RODRÍGUEZ and Mrs. CRISTINA SUAREZ DÍAZ, native of Consolación del Norte and La Palma, Cuban citizens, of legal age, married to each other, retired man and housewife, with legal address in the neighborhood Jagua Vieja and the cooperative Rafael Ferro, La Sierra, both of them in the municipality La Palma, province Pinar del Río, with permanent ID number 49020904625 and 53072407275: as they accredit me.

**ON OTHER SIDE:** in his condition of buyer, Mr. SEBASTIÁN HAMILTON DOGGART, native of Great Britain, with British citizenship, of legal age, married, theater director, with legal address at Línea, building 1054, apartment number 1-B, between the 12<sup>th</sup> and 14<sup>th</sup> street, municipality Plaza de la Revolución, province La Habana, with foreigner's permanent residence ID 70040601208: as he accredits me, I, the notary, attest that the appearing person speaks and understands the Spanish language.-----

And in her condition of buyer's wife, Mrs. DIANA ROSA HERNÁNDEZ FERNÁNDEZ, native of the municipality and province Pinar del Río, Cuban citizen, of legal age, actress, with legal address at Línea road, between the 12<sup>th</sup> and 14<sup>th</sup> street, building 1054, apartment number 1-B, municipality Plaza de la Revolución, province La Habana, with ID number 89021915134: as she accredits me. -----

**THEY APPEAR** by themselves, in use of their own rights. -----

I, the notary, attest to the appearing people's identities by their official identification documents with evidentiary character, which they exhibit to me and I return, along with their photographs and signatures, which match theirs, as I am aware of the general ones not consigned in the same by their manifestations.

**THEY ASSURE** to be in full enjoyment and exercise of their civil rights and to have the legal capacity and necessary legitimation for this bestowment, as in my judgment they do, not being aware of anything to the contrary and to that effect they establish: -----

**FIRST:** that Mr. MIGUEL SABINO SÁNCHEZ RODRÍGUEZ and Mrs. CRISTINA SUAREZ DÍAZ are co-owners in joint tenancy of the immovable property that has the following description:

Immovable property of "RURAL" nature: dwelling located at Zona Rural Dispersa, Jagua Vieja road, without number, municipality La Palma, province Pinar del Río. -----

Built in the year 1984, with wooden load-bearing walls and covered by guano, wood carpentry and cement floor, in good technical construction status. -----

Composed in its interior by a gateway, a living room-dining room, a kitchen, a bathroom, a terrace, two bedrooms, and a sanitary latrine. -----

With a useful surface of 42.40 square meters, an occupied and built surface of 46.28 square meters, a total surface of 320 square meters and a free surface of 273.72 square meters. -----

The immovable property's routes, always on the way out, are: bordering at the front with Jagua Vieja road in a measure of 15.0 meters, on the right side with a growing area that measures 21.33 square meters, at the back with a hummock where 15.00 meters are measured, and on the left side with a growing area, where 21.33 meters are measured. -----

It possesses a legal value ascending the amount of two thousand seven hundred sixteen Cuban pesos with thirty cents (2716.30). -----

**"TITLE":** it was acquired by Mr. MIGUEL SABINO SÁNCHEZ RODRÍGUEZ and Mrs. CRISTINA SUAREZ DÍAZ as an asset in joint tenancy, through the administrative deed formalized in Resolution number 343, authorized on December 28<sup>th</sup>, 2015, by the graduate Carlos Manuel Orta Sánchez, this municipality's Local Director of Dwelling, document that, after being examined by me, the notary, was returned to the appearing people with expression of the side note regarding this deed, not having any debts with the Banco Popular de Ahorro due to the dwelling's property transfer, according to the same title -----

- The immovable property is registered in folio 154, tome 1, property number 152, Rural Section, Property Register's First registration of La Palma municipality, as it is certified in the Ownership Certificate issued on September 21<sup>st</sup>, 2018, by the graduate Bárbara Cordero Ferrer as recorder, document that I leave jointly with this writing matrix so it can be an integral part of my protocol. -----

**SECOND:** Mr. MIGUEL SABINO SÁNCHEZ RODRÍGUEZ and Mrs. CRISTINA SUAREZ DÍAZ manifest in this same deed that they have decided to transmit the dwelling's property described in the **FIRST** clause, onerously and as a **PURCHASE** in favor of Mr. SEBASTIÁN HAMILTON DOGGART, manifesting to me under their most strict responsibility that the dwelling is not under dispute, that none of their cohabitants are affected by this deed, releasing the State from any complaint regarding this concept, and that the asset's description in the property title and the registration certificate issued by the Property Registry matches its physical description. -----

**THIRD:** that in this same writing Mr. SEBASTIÁN HAMILTON DOGGART, the buyer, manifests under previous warning of his liability in case his declaration results to be false, that he does not possess another dwelling of permanent residence within the national territory, that he is the real owner of the referenced asset, that the money he is using for this transaction is not part of the common wealth constituted by his marriage with DIANA ROSA HERNÁNDEZ FERNÁNDEZ, and his willingness to formally accept the sale done in his favor with all its legal effects. -----

**FORTH:** that DIANA ROSA HERNÁNDEZ FERNÁNDEZ ratifies in this deed the manifestation of her spouse, recognizing the individual character of the money used by her husband in this contract.---

**FIFTH:** that the price by which this sale proceeds, ascends the amount of twenty-four thousand Cuban pesos, which are received by Mr. MIGUEL SABINO SÁNCHEZ RODRÍGUEZ and Mrs. CRISTINA SUAREZ DÍAZ from Mr. SEBASTIÁN HAMILTON DOGGART's hands in this very deed through the manager's check number 5121200012021201801357799, branch office 1202, check

type 005, with serial number 8013577-9, on October 1<sup>st</sup>, 2018, for twenty-four thousand Cuban pesos with zero cents in the name of the sellers and in presence of the acting notary, which I attest to, constituting this public instrument an effective payment receipt; becoming Mr. **SEBASTIÁN HAMILTON DOGGART** the unique and exclusive OWNER of the dwelling described on this writing's **FIRST** clause, located at Zona Rural Dispersa, Jagua Vieja road, without number, municipality La Palma, province Pinar del Río; this asset can be freely used, enjoyed and arranged by him, with everything that corresponds, is an annex to or dependent to it, without any reservation. -----

**SIXTH:** that Mr. **MIGUEL SABINO SÁNCHEZ RODRÍGUEZ** and Mrs. **CRISTINA SUAREZ DÍAZ** are bound and subject to liability for dispossession, as long as a final sentence that condemns the buyer to the acquired asset's loss (or part of it) is issued, and they will respond to the buyer regarding any vice or hidden defect, as long as they are not manifest or seen. -----

**SEVENTH:** that the here appearing people accept this writing in the way it has been drafted, to all legal effects, and they assume it as a sign of the object of the legal business's real and formal delivery, being free of any liability towards the State, also assuming the liability in relation to the veracity that the sale's real price matches the one declared in this deed. -----

**SO IT IS ESTABLISHED AND GRANTED** by the appearing people in my presence, to whom I have expressly given the pertinent legal and regulatory warnings, orally and in writing, which they manifested to have duly understood and, specially, about Mr. **SEBASTIÁN HAMILTON DOGGART**'s obligation to attend the bank branch and La Palma's tax administration office within thirty calendar days, counting from this writing's authorization date, for the tax payment in relation to the transmission of assets and inheritances and the registration of this notarial instrument at La Palma municipality's Land Registry within 60 business days, computed from this bestowment; and about Mr. **MIGUEL SABINO SÁNCHEZ RODRÍGUEZ** and Mrs. **CRISTINA SUAREZ DÍAZ**'s obligation to cash the manager's check, to attend the bank branch and La Palma's tax administration office within thirty calendar days, counting from this writing's authorization date, in order to pay the personal income tax, being both parties equally warned about the liability in case of not paying the corresponding tax or not paying it within the established period, which would be a cause of this deed's nullity, in addition to the other causes established by the Civil Code regarding the lack of protection for cohabitants referred to in the General Housing Act's article 65. -----

**INTEGRALLY READ** aloud and at once by me, the notary, to the appearing people by their own choice, after renouncing their right to read it on their own, manifesting their understanding of its content and agreeing with it, they accept, ratify and sign it before me, not doing so Mr. **MIGUEL SABINO SÁNCHEZ RODRÍGUEZ** for not knowing how to write nor read, leaving both of his thumb's fingerprints stamped on the side of this writing, by Mr. **ALEJANDRO MILLARES FONSECA**'s request, who is native to Playa, Cuban citizen, of legal age, lawyer, with legal address at 48<sup>th</sup> street, number 1106, between the 11<sup>th</sup> and 13<sup>th</sup> avenue, neighborhood Ampliación de Almendares, municipality Playa, province La Habana, with ID number 81082206627, who accredits me, as I am assured that it is not present on any of the prohibitions contained in the law to be this deed's witness. -----

**ALL OF WHICH I ATTEST**, all the legal formalities being observed as a deed's unity, having freely consented, matching the legality and the consenting people's duly informed will, and everything else that is contained in this public instrument. -----



**SIGNED BY MIGUEL SABINO SÁNCHEZ RODRÍGUEZ, CRISTINA SUAREZ DÍAZ, SEBASTIÁN HAMILTON DOGGART, DIANA ROSA HERNÁNDEZ FERNÁNDEZ AND GRADUATE GEIDYS RIVERA CRUZ. -----**

I ISSUE THIS LITERAL COPY AUTHORIZED BY MY SIGNATURE AND THE OFFICIAL NOTARY SEAL, WHICH MATCHES THE ORIGINAL, UNDER THE SERIAL NUMBER WITH WHICH IT HEADS THE PROTOCOL OF PUBLIC INSTRUMENTS OF THIS NOTARIAL UNIT TODAY IN MY CHARGE, TO DELIVER IT TO SEBASTIÁN HAMILTON DOGGART IN AN AUTOMATICALLY PRINTED PIECE OF PAPER, LEAVING NOTE OF ITS ISSUANCE AT ITS MATRIX MARGIN, BEING CONSIGNED THAT IN THE SAME PIECE OF PAPER THERE IS A STAMP WITH A VALUE OF 5 CUBAN PESOS THAT I RENDERED UNUSABLE. I ATTEST TO IT AT THE MUNICIPALITY LA PALMA, PROVINCE PINAR DEL RIO, ON OCTOBER 8<sup>TH</sup>, 2018. -----

TAX \$35.00 CUBAN PESOS.

GRADUATE GEIDYS RIVERA CRUZ

NOTARY NUMBER 1032. MINISTRY OF JUSTICE.

*This is a true and accurate translation of the original document.*

\_\_\_\_\_  
MARÍA DA COSTA  
MIRANDA, VENEZUELA.



**LA PALMA LLC**

**EXHIBIT C**

**TO**

**~~LIMITED LIABILITY COMPANY OPERATING AGREEMENT~~**

~~[acuerdo privado with respect to the Property Rights]~~

## **PRIVATE CONTRACT**

### **AS ONE PARTY:**

Mr. ANGEL SANCHEZ SANCHEZ with Permanent Identity Card No 23053103703 Who owns as owner an extension of land of 24.40 hectares according to LAND TENURE REGISTRATION CERTIFICATION OF REGISTERED ENTRANT No.2332024 with file No. 551 in the name of Mr. ANGEL SANCHEZ SANCHEZ with Permanent Identity Card No. 23053103703 which borders the North with Carretera A. Jagua Vieja and Felicia Acosta; To the South with EFJ La Palma to; This José A Valdés Suárez; to the West CPA Abel Santamaría and Fernando Sucia Noda, Municipality of La Palma, Pinar del Rio. Issued on February 5, 2018. Mr. MIGUEL SABINO SANCHEZ RODRIGUEZ Cuban citizen, of legal age, married marital status, retired occupation, with permanent identity number 49020904625 and neighbor of Dispersa Rural Zone, Carretera Jagua Vieja S / N la Palma municipality, Pinar del Rio. Mr. Son of Mr. ANGEL SANCHEZ SANCHEZ.

Mr. YOEL SANCHEZ SUAREZ Cuban citizen, of legal age, single marital status, occupation farmer, with permanent identity number 77012900524 and neighbor of Coop. Rafael Ferro, La Sierra, La Palma Municipality, Pinar del Rio province. Son of Mr. MIGUEL SANCHEZ RODRIGUEZ.

Who owns the Property Resolution 464/05 issued by the UMIV Municipal Housing Investor Unit of La Palma, which was filed in the legalization file No. RDP (315) 353/15 given as of 12/30/05 and the certified copy of said resolution on 13/2/18.

### **AS THE OTHER PARTY:**

Mr. SEBASTIAN DOGGART British nationality, British citizen, adult, marital status married, occupation Director of Theater, with permanent identity number 70040601208 with Permanent Residence in Cuba, with address Line number 1054 Apartment 1-B between 12 and 14 municipality Plaza de the Revolution, Havana.

Who is Owner of the property located in Rural Dispersa, Jagua Vieja Road S / N la Palma municipality, Pinar del Rio according to deed of sale No. 405 dated October 8, 2018 Dr. Geidys Rivera Cruz.

THE PARTIES: Recognizing the ability to act and disposition with which they concur to this act, they AGREE to sign this Private Contract in the following terms and conditions:

### **PURPOSE OF THE CONTRACT**

The purpose of this Private Contract is to establish Good Faith and Commitment relationships between the parties in correspondence with the construction works to be carried out for the creation of a Lodging Service in the home of Mr. SEBASTIAN DOGGART and linked to the surrounding land areas and belonging to Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ, and MIGUEL SABINO SANCHEZ RODRIGUEZ.

Contributing Mr. SEBASTIAN DOGGART monetarily and Mr. ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ and MIGUEL SABINO SANCHEZ RODRIGUEZ

collaborate in the legal processing necessary for the different activities and services to be rendered; as well as execution of the Lodging Project and provision of related services.

#### ON ONE SIDE

Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ and MIGUEL SABINO SANCHEZ RODRIGUEZ undertake to comply with the budgets and legal requirements established by the specific regulations for the conservation, possession, enjoyment and exploitation of the land in a permanent stable and uninterrupted manner; complying with the administrative obligations established in order to keep their legal documents updated.

Messers YOEL SANCHEZ SUAREZ and MIGUEL SABINO SANCHEZ RODRIGUEZ commit themselves to work the land in a permanent and stable way in order to guarantee the right to inherit the land and agricultural goods that have been the property of Mr. ANGEL SANCHEZ SANCHEZ. As established by the Ministry of Agriculture in its specific legislation Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ and MIGUEL SABINO SANCHEZ RODRIGUEZ guarantee the necessary access to Mr. SEBASTIAN DOGGART, his guests and / or acquaintances through the lands owned by Mr. ANGEL SANCHEZ SANCHEZ to the property owned by Mr. SEBASTIAN DOGGART. At the same time they will consent to the free access to Mr. SEBASTIAN DOGGART, his guests and / or acquaintances for the surrounding areas that make up the land extension of 24.4 hectares belonging to ANGEL SANCHEZ SANCHEZ. Respecting 50 meters around the permanent residence buildings belonging to Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ, MIGUEL SABINO SANCHEZ RODRIGUEZ and other relatives, unless there is consent by the residents of the house for their presence.

Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ and MIGUEL SABINO SANCHEZ RODRIGUEZ undertake to represent Mr. SEBASTIAN DOGGART by means of a Special Power of Attorney granted before a Notary in the process of requesting and obtaining a Building License for the construction of Possible Remodeling and Expansions that SEBASTIAN DOGGART intends to do on his property; in the same way, said management will include the execution phase of the work and the procedures for Updating the housing before each one of the corresponding instances. Guaranteeing the quality of the service provided in accordance with the standards and the scope of the work performed.

Mr. SEBASTIAN DOGGART will have the right to control the quality of the works of execution of the work according to the construction project in all the moments that he considers appropriate.

Messrs. ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ and MIGUEL SABINO SANCHEZ RODRIGUEZ agree to obtain the licenses corresponding to each of the activities and services that are intended to be provided on the lands registered in favor of Mr. ANGEL SANCHEZ SANCHEZ for the purpose of lodging in the Guest House owned by Mr. SEBASTIAN DOGGART among them: Horseriding, hiking, cave exploration, climbing the mogotes by ropes or stairs (which will be implemented by Mr. SEBASTIAN DOGGART) Agro-Tourism, Restaurant or Cafeteria or other catering for the guests.

Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ and MIGUEL SABINO SANCHEZ RODRIGUEZ agree to consent, contribute and process the construction of light and temporary structures in the plot of land belonging to Mr. ANGEL SANCHEZ SANCHEZ financed by Mr. SEBASTIAN DOGGART which will form part of the services that will be provided to the guests or housed in the home of Mr. SEBASTIAN DOGGART with special interest in the areas in the so-called "Cueva de los Indios", "La Caoba" which is in front of Mr. DOGGART's property, the Summit of "The Sierra de los Órganos", the so-called "Campo de los Arqueólogos", among others. Fulfilling in each of them the formalities established by law for its management before the Municipal Directorate of Physical Planning belonging to the municipality in which the property is located to obtain authorizations or work licenses as appropriate.

Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ and MIGUEL SABINO SANCHEZ RODRIGUEZ undertake to guard, protect and conserve the land extension of 24.4 hectares belonging to ANGEL SANCHEZ SANCHEZ, as well as the other structures built by Mr. SEBASTIAN DOGGART for the hosting service of clients and / or guests, including the property belonging to the latter. For which, if necessary, they will hire security and safety personnel. Actions that will be financed by Mr. SEBASTIAN DOGGART.

Messrs. ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ and MIGUEL SABINO SANCHEZ RODRIGUEZ undertake to carry out the procedures to the best of their abilities in order to incorporate Mr. SEBASTIAN DOGGART as a worker of said land extension, provided that he meets the established requirements, or if there are modifications in the regulations of the cooperative. As well as allowing the Cuban legal norms in force at the time (previous sale of land accepted by the parties) the incorporation of Mr. DOGGART as co-owner of said land duly registered in the Land Tenure Registry of the Ministry of Agriculture.

Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ and MIGUEL SABINO SANCHEZ RODRIGUEZ undertake prior to any sale, transfer of ownership or transfer of the properties in which they currently reside, as well as those that could be built in the extension of Land of 24.4 hectares must be offered in the first instance to Mr. SEBASTIAN DOGGART. In relation to the Agricultural Production and Goods resulting from the exploitation of the land extension of 24.4 hectares, Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ and MIGUEL SABINO SANCHEZ RODRIGUEZ, undertake to offer them for sale in the first instance to Mr. SEBASTIAN DOGGART according to the disposition and capacity that they hold over these products.

Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ and MIGUEL SABINO SANCHEZ RODRIGUEZ undertake prior to the sale, transfer of title to make offer in the first instance to Mr. SEBASTIAN DOGGART of existing modifications in the Law referring to the transmission of Land.

AS THE OTHER PARTY, MR. SEBASTIAN DOGGART.

He undertakes and in turn guarantees that his guests and / or guests respect the area of 50 meters around the permanent residence property belonging to Messers ANGEL SANCHEZ SANCHEZ,

YOEL SANCHEZ SUAREZ, MIGUEL SABINO SANCHEZ RODRIGUEZ and other relatives, unless there is consent on the part of the residents of the dwelling.

He undertakes to appear before a notary public for the granting of special power in favor of any of Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ, MIGUEL SABINO SANCHEZ RODRIGUEZ, for the purpose of their legal representation in the procedures of application and obtaining license of work for the remodeling and extension of the home of which he is the owner, as well as the subsequent update of the legal description of the property before the corresponding instances, paying the necessary expenses. He undertakes to finance and collaborate in the obtaining of administrative permits for the exercise of private activities and services requested by Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ, MIGUEL SABINO SANCHEZ RODRIGUEZ related to the Lodging Property. He undertakes to finance and collaborate in the obtaining of authorizations, building permits, construction and execution of light and temporary structures in the plot of land belonging to Mr. ANGEL SANCHEZ SANCHEZ, which will be of use and enjoyment for the guests and / or guests of Mr. SEBASTIAN DOGGART; as they will also be part of the services offered to visitors with special interest in the areas that make up the extension of land and / or activities that take place therein.

Mr. SEBASTIAN DOGGART undertakes to jointly fund and collaborate with Messers ANGEL SANCHEZ SANCHEZ, YOEL SANCHEZ SUAREZ, MIGUEL SABINO SANCHEZ RODRIGUEZ in the guarding, protection and conservation of the land extension 24.4 hectares belonging to ANGEL SANCHEZ SANCHEZ, as well as the other structures built by Mr. SEBASTIAN DOGGART for the accommodation service of clients and / or guests, including the property belonging to the latter. For which, if necessary, they will hire security and safety personnel. Actions that will be financed by Mr. SEBASTIAN DOGGART.

#### LIABILITY EXEMPTIONS

The facts or events that occur or become manifest without the participation of the will of the non-compliant or against their will, will be considered as unforeseeable, irresistible and unavoidable causes that prevent the normal fulfillment of the agreement, due to totally natural causes, alien to all human will, that which is fortuitous, that derives from the casual or also due to the result of human action, and that comes from the intervention of a third party outside the contracting parties, even when all have been taken the measures to avoid them, by leaving out the objective possibility of foreseeing them in the ordinary or normal course of life, temporarily or permanently preventing the fulfillment of the agreed obligations, or for the avoidance of the same, such extraordinary diligence of the noncompliant was required, which according to the common act, should be considered impossible to fulfill and, therefore, exonerate all kinds of guilt. The party alleging exemption from liability, must present the documentation or means of proof to prove his statement.

The Party that alleges the impossibility of fulfilling its commitments contracted for Causes of Liability must prove in an absolute and indisputable manner the cause and effect relationship of the breach, as well as the acts it carried out to save compliance with the obligation, that is, that He acted with due diligence to avoid its effects.

The Party that cannot fulfill its obligations and invokes Causes of Liability, must notify the other Party in writing of the impediment and its effects on its ability to comply, specifying its form and



manner, beginning, probable duration and the possible consequences that have arisen. If the other Party did not receive the notification within a period of thirty (30) days after the Party that can not comply had or should have known about the impediment, this last Party shall be responsible for the damages caused.

However, if the situation caused by the Cause of Liability subsists more than three (3) months, the Parties will agree on the new conditions that will apply from that moment or will terminate the legal instrument in question upon request of any of them.

#### CLAIMS

BOTH PARTIES agree to comply in good faith with the conditions and terms established in the body of this Contract. Any discrepancy that arises in the interpretation or execution of these, will be resolved in the first instance through friendly negotiations between BOTH PARTIES, within 10 days after the discrepancy arises.

BOTH PARTIES agree to recognize each other's right to formulate claims in relation to the obligations contracted through this document, including claims that may arise for quality, guarantee, breach of payment.

Claims will be submitted in writing via (sms) and email, within 30 calendar days, counted from the date on which the breach occurred, who receives the claim will be in the duty to examine it and respond within 15 days from the date he receives the claim. Mr. SEBASTIÁN DOGGART: Telephone: +13104034244; mail [sebastiandoggart@gmail.com](mailto:sebastiandoggart@gmail.com) and YOEL SANCHEZ SUAREZ Phone: 54610812; mail: [yoels7701@nauta.cu](mailto:yoels7701@nauta.cu) (obligating in this act each one to notify the other part any modification of the same one)

If no satisfactory agreement or solution is reached within fifteen (15) days after the date of the imposition of the claim provided for in the preceding paragraph, or if no substantiated or satisfactory response is received within said term, the Party harmed by the breach may submit its dissatisfaction with the knowledge of the corresponding Economic Chamber of the Court.

Read aloud to those present and found agreeable by all.

#### VALIDITY

This Contract will become effective as of the date of its signature by both parties.

Signed in Cuba Pinar del Río on the date October 8, 2018.

SEBASTIAN DOGGART

ANGEL SANCHEZ SANCHEZ

YOEL SANCHEZ SUAREZ

MIGUEL SABINO SANCHEZ RODRIGUEZ.

**LA PALMA LLC**

**~~EXHIBIT D~~**

**TO**

**~~LIMITED LIABILITY COMPANY OPERATING AGREEMENT~~**

**~~[form of promissory note]~~**

## PROMISSORY NOTE

\$19,000.00

New York, New York

Dated: September 14, 2018

**FOR VALUE RECEIVED**, Sebastian Doggart, whose address is 398 8th Street, Apt. 8, Brooklyn, NY 11215 (the "Borrower"), promises to pay to Marcia Schorr, whose address is 56-28 185th Street, Flushing, New York 11365 (the "Lender"), or order, at 56-28 185th Street, Flushing, New York 11365, or at such other place as may be designated in writing by the holder of this note, the principal sum of Nineteen Thousand Dollars (\$19,000.00).

David Schorr, whose address is 115 East 87th Street, New York, NY 10128, has full power of attorney to act on behalf of Marcia Schorr with respect to this note.

This note is made pursuant to Section 11.12 (Put Option) of the limited liability company Operating Agreement of same date (the "Effective Date") between Borrower and Mr. Schorr on behalf of Lender.

Borrower also promises to pay interest under this note. Interest hereunder shall accrue and compound upon the principal amount hereunder at the Wall Street Journal prime rate existing on the Effective Date from the Effective Date through the time this note is fully satisfied, provided that under no circumstances shall the total interest accrued and compounded in the aggregate exceed \$6,000.00 in addition to the \$19,000 principal amount.

This note shall be payable in equal monthly installments over a 10-year period, any payments hereunder not to begin prior to the earlier of Mr. Doggart's death or the 10th anniversary of the Effective Date. In the event of Mr. Doggart's death, any amounts still owed under this note shall become immediately due and payable.

This note may be partially or wholly prepaid at any time without penalty. Each partial prepayment shall be applied first to interest with any remaining balance being applied to principal.

Presentment for payment, demand, protest and all notices of any kind are hereby waived, to the fullest extent permitted by applicable law. The failure of the Lender to exercise any of her rights hereunder in any particular instance shall not constitute a waiver thereof in that instance or any subsequent instance.

The Borrower shall pay all reasonable costs and expenses (including reasonable attorney's fees and disbursements), of collection and enforcement of this note.

This note may not be changed or terminated orally.

In the event of any discrepancy between the terms hereunder and those set forth in Section 11.12 of the Operating Agreement, supra, the terms of the latter shall apply.

This note shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.



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SEBASTIAN DOGGART



# **EXHIBIT 6**



For Consumer or Employment cases, please visit [www.adr.org](http://www.adr.org) for appropriate forms.

You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.

Name of Respondent: Sebastian Doggart

Address: 398 8th Street, Apt. 8

City: Brooklyn

State: New York



Zip Code: 11215

Phone No.: 1-310-403-4244

Fax No.:

Email Address: [sebastiandoggart@gmail.com](mailto:sebastiandoggart@gmail.com)

Name of Representative (if known):

Name of Firm (if applicable):

Representative's Address:

City:

State: Select...

Zip Code:

Phone No.:

Fax No.:

Email Address:

The named claimant, a party to an arbitration agreement which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.

Brief Description of the Dispute:

Please see attachment.

Dollar Amount of Claim: \$

Other Relief Sought: ☐ Attorneys Fees ☐ Interest ☐ Arbitration Costs ☐ Punitive/Exemplary

☒ Other: Please see attachment.

Amount enclosed: \$ 925

In accordance with Fee Schedule: ☐ Flexible Fee Schedule ☒ Standard Fee Schedule

Please describe the qualifications you seek for arbitrator(s) to be appointed to hear this dispute:

Either a former judge or senior litigator with extensive experience with respect to commercial and contract matters.

Hearing locale: New York County

(check one) ☐ Requested by Claimant ☒ Locale provision included in the contract

Estimated time needed for hearings overall: Two (2)

hours or

days

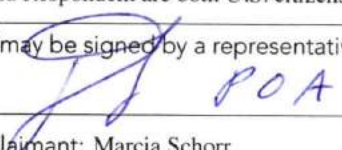
### Brief Description of the Dispute

Respondent and Claimant Marcia Schorr (POA David E. Schorr) each hold a 50% interest in La Palma LLC, an active New York limited liability company (the "Company"). The Company owns certain Property and Property Rights (as defined in the Company's Operating Agreement) in Cuba. Respondent is a Cuban national and citizen of the U.K. and U.S. and lives in Brooklyn, New York. He holds the Property and Property Rights in his name on behalf of the Company. Respondent, among other things, claims that the Company has been dissolved (although no such dissolution has taken place) and has threatened to sell the Property and Property Rights within the next 48 hours without Claimant's consent and in contravention of the Operating Agreement and New York law.

### Other Relief Sought

Temporary and Permanent Injunction enjoining Respondent from selling the Property or Property Rights in violation of the Operating Agreement and New York law.



Type of Business:		
Claimant: Individual		Respondent: Individual
Are any parties to this arbitration, or their controlling shareholder or parent company, from different countries than each other? Claimant and Respondent are both U.S. citizens. Respondent is also a U.K. citizen and Cuban national.		
Signature (may be signed by a representative):  POA		Date: February 25, 2020
Name of Claimant: Marcia Schorr		
Address (to be used in connection with this case):		
City: 115 East 87th Street, 6A	State: New York <input checked="" type="checkbox"/>	Zip Code: 10128
Phone No.: 917-756-5983	Fax No.:	
Email Address: des@schorrlegal.com		
Name of Representative: David E. Schorr, POA		
Name of Firm (if applicable):		
Representative's Address: 115 East 87th Street, 6A		
City: New York	State: New York <input checked="" type="checkbox"/>	Zip Code: 10128
Phone No.: 917-756-5983	Fax No.:	
Email Address: des@schorrlegal.com		
To begin proceedings, please send a copy of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043. At the same time, send the original Demand to the Respondent.		