

COPY

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF JEFFERSON**

CARRIE M. LEO,

Plaintiff,

NOTICE OF MOTION

vs.

Index No.: 2017-1668

TYLER C. THOMAS,

RJI No.: 22-17-0706

Defendant.

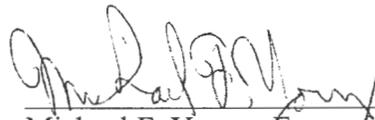
PLEASE TAKE NOTICE, that upon the annexed affidavit of Michael F. Young, Esq., attorney for the Defendant, dated the 4th day of March, 2020, upon the sworn testimony herein, and upon all pleadings and proceedings heretofore had herein, the undersigned will move this Court on the 16th day of April, 2020, in the Supreme Court of the County of Jefferson, at 317 Washington Street, Watertown, New York 13601, at 9:30 am, or as soon thereafter as counsel can be heard, for an Order:

1. Pursuant to CPLR 3212, granting summary judgment in favor of Defendant, Tyler C. Thomas, dismissing the Plaintiff's Amended Verified Complaint in its entirety, with prejudice;
2. Pursuant to CPLR 3211(7), dismissing Plaintiff's Amended Verified Complaint against Defendant, Tyler C. Thomas, with prejudice; and
3. For such other and further relief as to this Court deems appropriate.

PLEASE TAKE FURTHER NOTICE, that pursuant to CPLR 2014(b), answering affidavits and/or affirmations, if any, shall be served at least seven days prior to the return date herein.

Dated: March 4, 2020.
Lowville, New York.

YOUNG LAW OFFICE, PLLC



Michael F. Young, Esq., of counsel
Attorneys for Defendant, Tyler C. Thomas
7659 North State Street
Lowville, New York 13367
Telephone: 315-376-7543

TO: Supreme Court, Jefferson County
317 Washington Street
Watertown, New York 13601

Carrie M. Leo
Plaintiff, pro se
3199 Walworth Road
Walworth, New York 14568
Telephone: 315-310-5376

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF JEFFERSON**

CARRIE M. LEO,

Plaintiff,

ATTORNEY'S AFFIDAVIT

v.

TYLER C. THOMAS,

Defendant.

Index No.: 2017-1668

RJI No.: 22-17-0706

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

Michael F. Young, being duly sworn, deposes and says as follows:

1. I am a member of the Young Law Offices, PLLC, attorneys for Defendant, Tyler C. Thomas, with offices located at 7659 North State Street, Lowville, New York 13367.

2. I am fully familiar with the facts and circumstances of this action by virtue of my participation in all court proceedings had in this matter, upon my discussions of the matter with the Defendant and upon my review of all documentation.

3. This affidavit is respectfully submitted in support of the Defendant's motion for an order dismissing the Plaintiff's Amended Verified Complaint pursuant to CPLR 3211(7) and granting summary judgment in favor of the Defendant pursuant to CPLR 3212 on the basis that Defendant is entitled to judgment as a matter of law.

**Motion to Dismiss the Plaintiff's Amended Complaint Upon
Summary Judgment, Pursuant to CPLR 3212, With Prejudice**

4. The proponent of a motion for summary judgment carries the initial burden of tendering sufficient admissible evidence to demonstrate the absence of a material issue of fact as a matter of law (Alvarez v Prospect Hospital, 68 NY2d 320, 324 [1986]; Zuckerman v City of New York, 49 NY2d 557, 562 [1980]).

5. A defendant seeking summary judgment must establish prima facie entitlement to that relief as a matter of law by affirmatively demonstrating, with evidence, the merits of the claim or defense, and not merely by pointing to gaps in the Plaintiff's proof (Mondello v DiStefano, 16 AD3d 637, 638 [2nd Dept. 2005]; Peskin v New York City Transit Authority, 304 AD2d 634, 634 [2nd Dept. 2003]). There is no requirement that the proof be submitted by affidavit, but rather that all evidence proffered be in admissible form (Muniz v Bacchus, 282 AD2d 387, 388 [1st Dept. 2001], rev'd on other grounds Ortiz v City of New York, 67 AD3d 21, 25 [1st Dept. 2009]).

6. Once movant meets his initial burden on summary judgment, the burden shifts to the opponent who must then produce sufficient evidence, generally also in admissible form, to establish the existence of a triable issue of fact (Zuckerman at 562).

7. Generally, if the opponent of a motion for summary judgment seeks to have the court consider inadmissible evidence, he must proffer an excuse for failing to submit evidence in inadmissible form (Johnson v Phillips, 261 AD2d 269, 270 [1st Dept. 1999]).

Causes of Action Alleged in Plaintiff's Amended Verified Complaint

Contract or Quasi-Contract

8. The Plaintiff failed to plead facts or submit documents that would raise a triable question of fact establishing any liability to the Plaintiff in "contract or quasi-contract" on the Defendant's part.

9. That the Defendant could never return any exotic animals to Plaintiff as any such obligation, whether real or imagined by the Plaintiff, was modified by Plaintiff's loss of any legal right to own, hold, care for or receive the said exotic animals, and this fact overrode the terms of any alleged contract or "quasi-contract".

10. These circumstances were caused solely by Plaintiff's own actions or inactions in failing to secure legal licenses to possess any exotic animals.

11. The Defendant played no part in the Plaintiff's said circumstances.

Chattel Bailment

12. There are no triable issues of material fact that would prevent the dismissal of the Plaintiff's cause of action based upon a "chattel bailment".

13. Plaintiff failed to raise any triable issue of fact in her pleadings or documentation submitted to this Court.

14. The Defendant cannot be held liable for any actions based upon this asserted theory because the Plaintiff did not allege facts or submit documents that could establish any bailment relationship between the Defendant and the Plaintiff as a matter of law.

15. It is also undisputable that the Defendant was never authorized to redeliver the any alleged chattels (exotic animals here) to the Plaintiff as such action would have violated the pertinent law, statutes and regulations of the United States of America and of the State of New York, insofar as the Plaintiff has no legal right to own, hold, care for or receive the said exotic animals.

16. Furthermore, the Plaintiff's mere assertions of opinion and speculation that the Defendant is responsible for the alleged demise of any exotic animal in the Defendant's care are unsupportable and self-serving statements that fail to raise any triable issue of fact, particularly where there is not legal chattel bailment.

Conversion

17. The Plaintiff's cause of action labelled "conversion" must be dismissed.

18. Plaintiff's conclusory allegations fail to raise an issue of fact to support the existence of the necessary relationship between the parties under which the Defendant owed any specific duty to the Plaintiff relating to Plaintiff's alleged possessory interest in any property.

19. Additionally, the Defendant is relieved of liability because the Defendant retained the exotic animals under authority of law, and so as not to violate the law.

20. Further, Defendant is relieved of liability because the undisputed facts conclusively show that the Defendant was required to retain the exotic animals to assure that the Plaintiff was not permitted to continue to engage in illegal acts of housing protected animals and to assure the protection of the said animals from mistreatment by the Plaintiff, as evidenced by the fact that from the beginning, Plaintiff had and has no legal right to own, hold, care for or receive the said exotic animals.

Fiduciary Breaching Duty

21. Plaintiff's alleged cause of action of a "fiduciary breaching duty" must be dismissed.

22. Plaintiff's conclusory allegations and documents fail to support the existence of any fiduciary relationship between the parties under which the Defendant owed any specific duty to the Plaintiff relating to Plaintiff's alleged possessory interest in any property.

Fraudulent Concealment by Fiduciary

23. The Plaintiff's cause of action of a "fraudulent concealment by fiduciary" must be dismissed because the allegations and the documents before this Court fail to raise any triable issue of fact regarding the existence of a fiduciary relationship between the parties under which the Defendant owed any specific duty to the Plaintiff relating to Plaintiff's alleged possessory interest in any property.

24. Further, Plaintiff's cause of action asserting "fraudulent concealment by fiduciary" must be dismissed because the allegations relating to fraud based upon misrepresentation, fraud, mistake, willful default, breach of trust or undue influence, are not stated with the particularity required by CPLR § 3016(b).

Negligence

25. Plaintiff does not state any facts upon which the Court could find any duty of care owed by the Defendant to the Plaintiff.

26. Plaintiff does not allege facts that might establish any proximate cause connecting the alleged acts of the Defendant and the alleged harm to the Plaintiff.

Defamation to Reputation, Injurious Falsehood, Libel, and Slander

27. Plaintiff failed to plead or show by any other documents such facts that state any cause of action for “defamation to reputation, injurious falsehood, libel, and slander” with the particularity required by CPLR § 3016(a).

28. The courts also require that the complaint and submissions must also particularly allege the time, place, and manner of the act or acts and specify who was present (see Arvanitakis v Lester, 145 A.D.3d 650, 651 [2nd Dept. 2016]), and the instant Plaintiff failed to so allege.

Compensatory Damages and Exemplary Damages

29. The Plaintiff’s causes of action for “compensatory damages or for exemplary damages” must be dismissed because that there are no private causes of action upon these theories in New York State.

Attempted Extortion

30. In New York State, there is no private cause of action for “extortion” or “attempted extortion” (Minnelli v. Soumayah, 41 A.D.3d 388 [2007], lv dismissed 9 N.Y.3d 1028 [2008]; see also Niagara Mohawk Power Corp. v. Testone, 272 A.D.2d 910, 911 [2000]).

Fraud

31. Each of the elements of fraud must be supported by factual allegations containing the details constituting the wrong sufficient to satisfy particularity requirement for claims of fraud. (CPLR 3016[b]¹.)

32. “The elements of a cause of action sounding in fraud are a material representation of an existing fact, made with knowledge of the falsity, an intent to induce reliance thereon, justifiable reliance upon the misrepresentation, and damages” (See Cadet-Duval v Gursim Holding, Inc., 147 A.D.3d 718 [2nd Dept. 2017], citing Introna v Huntington Learning Ctrs., Inc., 78 A.D.3d 896, 898 [2nd Dept. 2010]).

¹ Where a cause of action or defense is based upon misrepresentation, fraud, mistake, wilful [in original] default, breach of trust or undue influence, the circumstances constituting the wrong shall be stated in detail.

33. In the instant case, Plaintiff's Amended Verified Complaint and Plaintiff's supporting submissions to the Court do not contain any allegations setting forth a material misrepresentation of an existing fact made by the Defendant to the Plaintiff. (See Hirsch v Stellar Mgt., 148 A.D.3d 588 [1st Dept. 2017].)

34. Additionally, Plaintiff's submissions entirely fail to state any details to demonstrate that she justifiably relied on any representations or misrepresentations made by the Defendant, to her detriment.

Harassment

35. New York State does not recognize a common law cause of action for harassment. (Edelstein v Farber, 27 A.D.3d 202 [1st Dept. 2006]; see also Platsky v Yahoo! Inc., 57 Misc.3d 131[A] [1st Dept. 2017]).

Stalking

36. New York State does not recognize a common law cause of action for stalking. (See Cablevision Sys. Corp. v Communications Workers of Am. Dist. 1, 131 A.D.3d 1087 [2nd Dept. 2015]; see also Hammer v American Kennel Club, 1 N.Y.3d 294 [2003].)

Infliction of Emotional Distress

Intentional Act - Elements

37. A cause of action alleging intentional infliction of emotion distress must specifically allege "(i) extreme and outrageous conduct; (ii) intent to cause, or disregard of a substantial probability of causing, severe emotional distress; (iii) a causal connection between the conduct and injury; and (iv) severe emotional distress". (See Howell v. New York Post Co., 81 N.Y.2d 115, 121 [1993].)

Negligent Act - Elements

38. Negligent infliction of emotional distress requires a breach of a duty of care "resulting directly in emotional harm is compensable even though no physical injury occurred" (Kennedy v McKesson Co., 58 N.Y.2d 500, 504 [1983]), proof that the mental injury must be "a direct, rather than a consequential, result of the breach" (*id.* at 506), and proof of circumstances that the claim possesses "some guarantee of genuineness". (See Ferrara v Galluchio, 5 N.Y.2d 16, 21 [1958].)

39. In addition, the general rule in New York State requires proof that the conduct was "so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community." (See Maitland v Lunn, 2016 WL 915109 [E.D.N.Y. 2016], mot for reconsideration denied 2017 WL 1088122 [E.D.N.Y. 2017], citing Sheila C. v Povich, 11 A.D.3d 120, 130-131 [1st Dept. 2004]; see also Cohan v. G & M Realty L.P., 2017 WL 1208416 [E.D.N.Y. 2017].)

40. The Plaintiff's Amended Verified Complaint and the Plaintiff's supporting submissions to the Court entirely fail to sufficiently allege every element of either intentional or negligent infliction of emotional distress.

41. The Plaintiff does not specify any conduct of the Defendant that was "extreme and outrageous in nature", that was done with Defendant's "intent to cause harm" to Plaintiff, that there was any sufficient causal connection between the alleged conduct and the alleged "severe emotional distress", or the specific nature of the Plaintiff's alleged "severe emotional distress".

42. Additionally, the Plaintiff's pleading and submissions, at most, suggest that if she sustained "severe emotional distress" or any lesser emotional injury, that damage was a consequential rather than a direct result of the Defendant's alleged conduct.

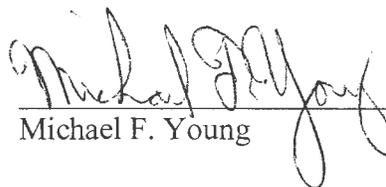
43. Furthermore, the Plaintiff has utterly failed to satisfy the requirement that the alleged acts show "some guarantee of genuineness" regarding the circumstances of the entire claim.

44. Accordingly, the Plaintiff's Amended Verified Complaint and submissions to the Court do not contain sufficient statements to support a cause of action for intentional or negligent infliction of emotional distress, and must be dismissed as a matter of law.

Motion to Dismiss for Failure to State a Cause of Action,
Pursuant to CPLR 3211(a)(7)

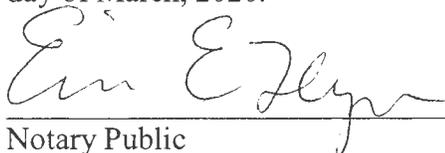
45. In addition and based upon the foregoing, it is respectfully requested that Defendant be granted relief dismissing each and every of the referenced cause of action asserted in the Plaintiff's Amended Verified Complaint pursuant to CPLR 3211(7), for failure to state a cause of action.

WHEREFORE, it is respectfully requested that the Defendant's Motion for summary judgment, pursuant to CPLR 3212, and for dismissal of the referenced causes of action, pursuant to CPLR 3211(a)(7), be granted in all respects, with prejudice, and for such other relief as to this Court seems appropriate.



Michael F. Young

Sworn to before me this 4th
day of March, 2020.



Notary Public

ERIN ELIZABETH FLYNN
Notary Public, State of New York
No. 01FL6248571
Qualified in Lewis County
Commission Expires Sept 19 2023

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF JEFFERSON**

CARRIE M. LEO,

Plaintiff,

DEFENDANT'S AFFIDAVIT

vs.

Index No.: 2017-1668

RJI No.: 22-17-0706

TYLER C. THOMAS,

Defendant.

STATE OF TEXAS)
)ss.:
COUNTY OF CAMERON)

TYLER C. THOMAS, being duly sworn, deposes and says:

1. That I am the Defendant in the above captioned matter and reside at 1909 Acadia Street, Harlingen, TX 78552.

2. That I am the owner of a business named "Fragile Planet Wildlife Center", with facility in Cameron County, Texas, in which I house and handle certain wild animals, and for which I maintain certain required state and federal licensure.

3. I make this affidavit in support of my motion seeking an order dismissing the Plaintiff's Amended Verified Complaint under CPLR 3211(7) and granting summary judgment in my favor under CPLR 3212 as a matter of law.

FACTS

4. That in or about the beginning of March, 2017, I received a telephone call from the Plaintiff, Carrie M. Leo (hereinafter "Plaintiff"), in which she requested my assistance with certain wild animals that were then in her possession.

5. Plaintiff asked if I could assist her by providing a place for certain wild animals to be housed while she cleared up some matters relating to her possession and housing of these animals.

6. Plaintiff assured me that she only needed this assistance temporarily and she would retrieve the animals shortly after her recovery from her impending surgery.

7. Plaintiff provided me with a list of animals for which she needed such housing and I then provided Plaintiff with a list of animals that I could house at my facility.

8. I told the Plaintiff that I could adequately house a fisher, a badger and a fox.

9. I informed the Plaintiff of another facility that could likely house her African Crested Porcupine.

10. Thereafter, on or about April 22, 2017, I drove from my business in Alexandria Bay, New York to the Plaintiffs location in Walworth, New York, to pick up the noted three (3) animals.

11. When I arrived the Plaintiff packed up the animals in my vehicles and gave me a small supply of food to get by for a short period of time.

12. Plaintiff did not offer any written or oral contract or USDA paperwork relating to her ownership of and/or licensure for these animals.

13. The Plaintiff freely handed over the three animals and I accepted them in order to help the Plaintiff.

14. At that time I told the Plaintiff that I intended to relocate to Texas in mid-May or mid-June of 2017.

15. That I made it clear that I would have to take the animals with me if the Plaintiff failed to obtain/maintain the required permits and/or licenses for the animals by that time, as I could not legally return them to her if she did not have the legally required licenses.

16. That in or about the beginning of April 2017, after I had discussed with the Plaintiff the status of her licenses and organization, I learned that the Plaintiff had greater issues relating to the animals and that the Plaintiff had been unlawfully possessing the animals even before she handed them to me.

17. In or about the second week of April 2017, I contacted my USDA APHIS Inspector, Andrea D'Ambrosio, who encouraged me to get from the Plaintiff as many animals as I could properly house, to protect the welfare of those animals.

18. On or about August 7, 2017, my USDA APHIS Inspector, Andrea D'Ambrosio, told me that I was properly licensed to care for the animals that I had obtained and upon her inspection of my facility, she indicated that these animals were in good condition at that time.

19. Inspector Andrea D'Ambrosio informed me that there was concern about many animals at the Plaintiff's facility as some had died or escaped.

20. The Plaintiff informed me that she had disagreements with Inspector Andrea D'Ambrosio, and that the Plaintiff said she had banned the inspector from her property.

21. After learning of these problems, and in or about the beginning of May 2017, I contacted the New York State Department of Environmental Conservation's Wildlife Department regarding "permitting" for the animals I had received from the Plaintiff.

22. That two persons from that Department, Paul Stringer and Joseph Therrian, told me that the Plaintiff was not permitted or authorized to possess such wildlife in New York State, and that it would be unlawful for me to send the animals back to the Plaintiff because she and her facility were not legally permitted to possess the animals.

23. Thereafter, I communicated with the Plaintiff and told her that I would return the animals to her possession upon her proof that she was permitted and authorized to possess these animals by the New York State Department of Environmental Conservation's Wildlife Department.

24. On or about June 18, 2017, I relocated to the State of Texas, taking the North American Badger and the Fisher with me.

25. I left the red fox in my facility in Alexandria Bay, cared for by my family members, with my intention to soon return to pick it up.

26. I spoke with the Plaintiff on several occasions after my move to Texas.

27. Eventually in a conversation, the Plaintiff threatened that I would "be sorry for this" if I did not return the animals to her, even though I had just explained that I wanted to do that but was not legally allowed to return the animals to her and her facility that were unlicensed/unpermitted for these animals.

28. Approximately one week later, on or about August 28, 2017, someone broke into my facility in Alexandria Bay, New York, and stole a number of power tools and the red fox that I had received from the Plaintiff.

29. I filed a police report and the New York State Department of Environmental Conservation was also alerted.

30. Very soon thereafter, the fisher that I was caring for passed away and I buried on the property of Michael and Courtney Frenchak in Texas.

31. I did not obtain a necropsy report for the fisher.

32. On or about June 16, 2018, I moved my Texas facility from the Frenchak property and temporarily transferred possession of the badger to Michelle Smith of Mini-S Exotics Zoo in Mineola, Texas.

33. Thereafter, on or about July 11, 2018, I was informed that the badger had passed away while in the care of the zoo.

34. I obtained a photocopy of the necropsy report dated July 11, 2018, authored by Lori Cavitt, the veterinarian who did the examination and compiled the report.

35. The report indicated that while the cause of death was unknown, "No negligence was evident and the badger was in good flesh for his age and sex".

36. That despite these facts, the Plaintiff falsely claims that the fisher and the badger are still alive.

37. The fisher and the badger are not alive; they are dead.

38. That upon information and belief, the badger and the fisher died of natural causes.

39. That the deaths of the badger and the fisher were not caused by me, nor were they caused by any of my actions.

40. The fox was stolen and never recovered.

41. I cannot return the badger to the Plaintiff.

42. It is impossible for me to return any of the Plaintiff's animals for reasons beyond my control.

PLAINTIFF'S CLAIMS FOR RELIEF MUST BE DISMISSED

3. Contract or Quasi-Contract:

a. I took care of Plaintiff's animals only as a favor to her, with no written or oral agreement relating to any part of my favor to Plaintiff.

b. Later on, I learned on my own that I was not allowed to return the animals to the Plaintiff had no legal right to own, hold, care for or receive the said exotic animals.

c. Plaintiff's acts solely caused her to lose her legal ability to possess these animals.

44. Chattel Bailment:

a. I took care of Plaintiff's animals only as a favor to her; I cannot be liable for anything upon the noted theory because the Plaintiff did not allege facts or submit documents that could establish any bailment relationship, and none existed.

b. Further, after I agreed to help the Plaintiff by temporarily caring for her animals, I was never legally authorized to redeliver them to the Plaintiff that would have been

illegal, according to Paul Stringer and Joseph Therrian of the New York State Department of Environmental Conservation's Wildlife Department.

c. The fact that two animals died does not create a cause of action under a theory of chattel bailment.

45. Conversion:

a. I took care of Plaintiff's animals only as a favor to her; The undisputed facts show that I had no specific relationship with the Plaintiff under which I owed her any legal duty relating to Plaintiff's alleged possessory interest in the subject animals.

b. There could not be a conversion here because the undisputed facts conclusively show that I was legally required to retain the animals to assure that the Plaintiff was not allowed to continue to engage in illegal acts of housing protected animals and to assure the protection of the said animals from mistreatment by the Plaintiff, as evidenced by the fact that from the beginning, Plaintiff had and still has no legal right to own, hold, care for or receive the said exotic animals.

46. Fiduciary Breaching Duty:

a. I took care of Plaintiff's animals only as a favor to her; The Plaintiff has completely failed to produce any facts that could support the existence of any fiduciary relationship between the parties.

47. Fraudulent Concealment by Fiduciary:

a. I took care of Plaintiff's animals only as a favor to her; The Plaintiff has completely failed to produce any facts that could support the existence of any fiduciary relationship between the parties, or that even if one existed that it was kept from the Plaintiff.

48. Negligence:

a. I took care of Plaintiff's animals only as a favor to her; There are no facts upon which the Court could find that I owed a duty of care to the Plaintiff.

b. There are no facts that could establish that I even remotely acted in a way that caused the harm that Plaintiff alleges.

49. Defamation to Reputation, Injurious Falsehood, Libel, and Slander:

a. I took care of Plaintiff's animals only as a favor to her.

b. The facts show that I did nothing that could have caused alleged "defamation to reputation, injurious falsehood, libel, and slander" to the Plaintiff.

c. Plaintiff has not produced any specific allegations relating to this cause of action.

50. Compensatory Damages and Exemplary Damages:

a. Upon information and belief, there is no private cause of action for "compensatory damages or for exemplary damages" in New York State.

51. Attempted Extortion:

a. Upon information and belief, there is no private cause of action for "extortion" or "attempted extortion" in New York State.

52. Fraud:

a. I took care of Plaintiff's animals only as a favor to her.

b. I did not commit any fraud and the facts and Plaintiff's supporting documentation do not contain evidence to support every element required to defeat this motion.

53. Harassment:

a. I did not commit any act of harassment, which upon information and belief, is not recognized as a common law cause of action in New York State.

54. Stalking:

a. I did not commit any action of stalking, which upon information and belief, is not recognized as a common law cause of action in New York State.

55. Intentional Infliction of Emotional Distress:

a. The facts are undisputed that in my agreeing to help the Plaintiff in her times of need, by taking care of her animals, I did not act in any way that could be interpreted as "extreme and outrageous conduct", I never acted with "intent to cause, or disregard of a substantial probability of causing, severe emotional distress" to the Plaintiff, the facts show not "causal connection between any of my conduct and alleged injury" particularly in light of several intervening and superseding acts of others, and the facts show that the Plaintiff suffered "no severe emotional distress".

b. Plaintiff never alleged any of the above necessary elements of this cause of action.

56. Negligent Infliction of Emotional Distress:

a. The facts are undisputed that in my agreeing to help the Plaintiff in her times of need, by taking care of her animals, I did not act in any way that could be interpreted as establishing that I had any duty of care to the Plaintiff, that I breached any such duty of care "resulting directly in emotional harm is compensable even though no physical injury occurred".

b. The Plaintiff has entirely failed to supply any support that she suffered a mental injury or even if there were such injury, that it was "a direct, rather than a consequential, result of the breach" by proof of circumstances that the claim possesses "some guarantee of genuineness".

c. Rather, the Plaintiff's wandering allegations in her Amended Verified Complaint are so indecipherable as to show that her only goal is to vengefully harm me with unenforceable for reasons other than legitimate legal good faith.

WHEREFORE, I respectfully request that my Motion for summary judgment and for dismissal of the referenced causes of action be granted in all respects, with prejudice, and for such other relief as to this Court seems appropriate.

Iris Thomas

Sworn to before me this Q3
day of March, 2020.

Diana Ramirez
Notary Public

