

2009

Walter Michael Andrus v. The Northwestern Mutual Life Insurance Company : Reply Brief

Utah Court of Appeals

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Walter Michael Andrus; Sui Juris; Attorney for Appellant.

Brady T. Gibbs; Wrona Law Firm, P.C.; Attorney for Appellee.

Recommended Citation

Reply Brief, *Andrus v. Northwestern Mutual Life*, No. 20090893 (Utah Court of Appeals, 2009).
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IN THE UTAH COURT OF APPEALS

WALTER MICHAEL ANDRUS,
Plaintiff/Appellant,

)

REPLY BRIEF OF APPELLANT

)

(ON APPEAL)

v.

)

**THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY,**
Defendant.

)

)

REBEKAH ANDRUS,
Interpleader Plaintiff/Appellee,

)

v.

)

WALTER MICHAEL ANDRUS,
Defendant.

)

Case No. 20090893-CA

)

)

Brady T. Gibbs (1149)
Wrona Law Firm, P.C.
11650 S. State St., Suite 103
Draper, UT 84020
Ph: 801-676-5252
Counsel for Rebekah Andrus

Walter Michael Andrus
c/o PO Box 801
Hurricane, UT 84737
Ph: 435-701-2022
Sui Juris

IN THE UTAH COURT OF APPEALS

WALTER MICHAEL ANDRUS,
Plaintiff/Appellant,

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REPLY BRIEF OF APPELLANT

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**THE NORTHWESTERN MUTUAL LIFE
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REBEKAH ANDRUS,
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c/o PO Box 801
Hurricane, UT 84737
Ph: 435-701-2022
Sui Juris

Parties to the Appeal

The parties to the appeal are Appellant WALTER MICHAEL ANDRUS, and Appellee REBEKAH ANDRUS. See page 6 below regarding the real parties in interest.

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Argument

I. Appellant's Brief is Adequate for Consideration of the Appeal.

While Appellant's counsel did not cite directly to the record, counsel did cite to the documents relied upon, each of which is part of the record on appeal. For example, counsel cited regularly to the Affidavit of Walter Michael Andrus (Exhibit 1 of Plaintiff's Memorandum, found at R. 66) which detailed many of the undisputed facts that the district court should have relied on to grant summary judgment for the Appellant. Appellant's counsel also cited to the Life Insurance Policy, the Petition for Guardianship, Jared Andrus' Witness Statement, the Findings of Fact from the guardianship case, the Letter of Guardianship, the Designation of Beneficiaries Form, and the Mary Elizabeth Andrus Nevada Trust Agreement, each of which is an Exhibit following the Plaintiff's Memorandum, at R. 66. Appellant also cited to the Original Transcript of Hearing, found at R. 332. Appellant's citations thus provide sufficient reference to the record to assist the court in viewing the undisputed facts and the history of the case.

Moreover, Appellant's brief cited the relevant statutory and case law authorities necessary for the court to decide the appeal, including Utah Code section 75-5-312(2), which provides the basis for Appellant's central argument on appeal, and Utah Code section 31A-22-413(2), which is the statute setting the lawful time frame for submission of a change of beneficiary form. The Appellant did not cite to the various other statutes referenced in the Appellee's brief because those Code sections are not controlling.

II. The Change of Beneficiary was Within the Guardian's Authority Under the Utah Code and the Court's Letter of Guardianship.

The Appellee argues that Appellant, while acting as his son's court-appointed guardian, did not have the authority to change the son's life insurance beneficiary. Appellee argues that the Appellant should have sought permission from the District Court prior to making the beneficiary change. In making this argument, Appellee attempts to apply conservatorship requirements to a guardianship case, though the Utah Code makes no such application.

Appellee bases her argument on Utah Code sections 75-5-401 through 408, which detail the requirements and procedures for the institution of protective proceedings. Section 75-5-401(2) states:

Appointment of a conservator or other protective order may be made in relation to the estate and affairs of a person if the court determines that the person:

(a) is unable to manage the person's property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance; and

(b) has property which will be wasted or dissipated unless proper management is provided or that funds are needed for the support, care, and welfare of the person or those entitled to be supported by the person and protection is necessary or desirable to obtain or provide funds.

Under this provision, the court has authority to appoint a conservator or issue a protective order if the incapacitated person's property is at risk of being wasted. This provision does not apply to the present case because the guardian's action involved changing the beneficiary of a contract entered into by the incapacitated person (a term life insurance

policy), rather than disposing of the property of the incapacitated person. Moreover, a term life insurance policy, which had no cash value and which is governed by contract law rather than probate proceedings, would not be considered part of Jared Andrus' personal property or estate.

In her argument, Appellee also refers to Utah Code section 75-5-209, which, because it governs guardianship of a minor, is not controlling in the present case, which involved guardianship of an incapacitated adult. Section 75-5-209 is favorably analogous to Utah Code section 75-5-312(2), in that both allow the probate court to give a broad grant of authority to the court-appointed guardian and neither specifically requires a guardian to apply for court permission before changing the beneficiary on a ward's life insurance policy.

III. Reference to the Disputed Deposition of the Appellant at Oral Argument was Improper.

The Appellant contends that Appellee's references to the Appellant's Deposition during oral argument on the Motions for Summary Judgment was improper and may have influenced the district court's decision. The Appellee counters this by arguing that the Appellant failed to take the steps necessary to contest the deposition and by attaching a copy of the court reporter's certificate. This is disappointing, as the Appellee knows perfectly well that the Appellant attempted to resolve the problem and that the court reporter's certificate contains a false statement. *See Addendum 1.*

Appellant's counsel contacted both the court reporting company and counsel for the Appellee in multiple attempts to obtain a copy of the deposition for the Appellant to

review, correct, and sign. Counsel for Appellee was notified that the court reporting company refused to cooperate. The court reporting company never provided Appellant or his counsel with a reading copy of the deposition, making the reporter's statement—that such a copy was provided to Appellant—a false statement. Counsel for Appellant raised the issue in his Memorandum, filed with the district court prior to oral argument. Despite this Appellant's counsel still proceeded to refer to the disputed deposition in his oral argument.

IV.Appellee's Claim Was Not Brought By and Against the Real Parties in Interest.

Rule 17(a) of the Utah Rules of Civil Procedure requires that lawsuits be prosecuted by and against the real parties in interest. In the present case, Mr. Andrus, the living man, has recently become aware that this case has not been prosecuted by, or against, the real parties in interest. Mr. Andrus' Affidavit of Specific Denial (Raising the Issue of Legal Existence or Capacity to Sue under Utah Rule of Civil Procedure 9(a)), attached as Addendum 2, enters Mr. Andrus' denial that he is the fictional entity that was sued under the designation WALTER MICHAEL ANDRUS. The Affidavit further denies that REBEKAH ANDRUS (aka REBEKAH D. ANDRUS) is the real party in interest with standing to bring the suit. WALTER MICHAEL ANDRUS and REBEKAH ANDRUS, written in all-capital letters, are legal fictions. Mr. Andrus moves the Court of Appeals to correct this error by remanding the case to the District Court for a determination of the real parties in interest and further proceedings by those parties.

To allege otherwise than as stated in Mr. Andrus' Affidavit of Specific Denial is a mistake or condition of mind. *See* Utah Rule of Civil Procedure 9(b). Mr. Andrus wishes to correct his mistakes or condition of mind as he has become aware of them; and does so now.

It is important, in the interest of justice, that the fraud or mistakes or condition of mind specifically denied above be addressed/corrected, so that the court not be misled by error – even inadvertent error - on the part of any party. This is particularly important as it touches on the issue of jurisdiction. *See* Utah Rule of Civil Procedure 12 (h)(2); *see also* Federal Rule of Civil Procedure 15(c)(1)(C)(i) and (ii). The correction/explanation of true status is relevant and timely. As soon as Mr. Andrus discovered the true status of the parties and upon diligent review of the same, Mr. Andrus believed it to be his obligation to inform the court of the mistaken identity of the real party in interest. Utah Rule of Civil Procedure 17(a)(1).

Even if the court finds against WALTER MICHAEL ANDRUS, it would then be finding against an entity which is not the real party in interest and the finding and resulting order would fall upon an entity without standing or interest relative to the underlying issue. It is not possible to find against Mr. Walter Michael Andrus, the living man, as he is not named in the cross complaint. It is the obligation of the party bringing the cross complaint to be certain of their true and correct status and to be certain to bring the action in compliance with Rule 17.

Can the Utah Court of Appeals take judicial notice of the facts and law on appeal? The answer is a resounding "yes, maybe." The debate over judicial notice is not easily resolved. There is a strong policy in appellate practice that parties are prohibited from raising issues or arguments or presenting evidence or documents for the first time on appeal. Yet, there is an equally strong policy that appellate courts not render decisions contrary to facts and law undisputed and incontrovertible. For example, as a result, in the interests of justice, Florida appellate courts, will, as a matter of actual practice, judicially notice matters for the first time on appeal, usually without even referencing the evidence code.

In addition, the Federal Rules of Evidence provide that judicial notice may be taken at any stage of the proceedings, whether requested or not, of adjudicative facts that are "not subject to reasonable dispute" and either 1) "generally known within the territorial jurisdiction of the trial court" or 2) "capable of accurate and ready determination."

Federal appellate courts, for example, recognize that they may take judicial notice of law and even of contracts, as well as the rules, regulations, and orders of administrative and other quasi-judicial bodies that are issued pursuant to their delegated authority.

The First District Court in Florida, in *Gulf Coast Home Health Services v. Department of Health Rehabilitative Services*, 503 So. 2d 415, 417 (Fla. 1st DCA 1987)(emphasis added), has articulated some of the best guidance on this issue:

The general rule that we deduce from these opinions, and the one which we have applied in disposing of the motions before us, is that it is altogether appropriate for the appellate court to take judicial notice of the existence of other cases, either pending or closed, which bear a relationship to the case at bar. That **notice may include, at minimum, the identity of the parties** and their counsel, the lower tribunal from which an appeal was taken and the provisions of the order on appeal, issues presented in the briefs, the status of a file within the court, and the dates of orders of the trial and appellate courts.

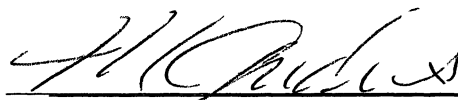
Judicial notice on appeal is a vital adjudicative device for advancing appellate decisions on the merits. Judicial notice was designed so a party does not have to formally present evidence to prove a fact that is “outside the area of reasonable controversy.”

Thus, Mr. Andrus specifically moves the Court to take judicial notice that this action lacks the real parties in interest and to remand the case to the District Court for further hearing to determine and proceed with the real parties in interest.

Conclusion

The court should reverse the lower court’s decision granting partial summary judgment and should remand the case for further proceedings by the real parties in interest.


RESPECTFULLY SUBMITTED this 20th day of May, 2010.

A handwritten signature in cursive script, appearing to read 'W. Michael Andrus', is written over a horizontal line.

Walter Michael Andrus
Sui Juris

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of May, 2010, I served a copy of this Reply Brief on counsel for the Appellee by first class US Mail, postage prepaid, to Brady T. Gibbs, Wrona Law Firm PC, 11650 S. State St., Suite 103, Draper, UT 84020.



Walter Michael Andrus

Addendum 1

~~Shirker~~



Call today from Brady Gibbs

Tuesday, November 11, 2008 12:30 PM

From: "Larry Meyers" <lawandliberty@yahoo.com>

To: "Mike Andrus" <ruthandboaz1@yahoo.com>, "Frank Mylar" <mylar-law@comcast.net>

Cc: "Larry Meyers" <lawandliberty@yahoo.com>

1 File (75KB)



Discovery R

Mike and Frank,

I just had a long telephone conversation with Brady Gibbs and here's the summary:

--We need to finalize our discovery response and get it to him asap. He's waiting for it and may want to do some follow-up discovery involving some of the witnesses listed there. I've attached my latest draft, so let's make any additions or changes and wrap it up.

--He wants information on Corban Group LLC. He's asserting that Jared's resignation letter did not terminate Jared's ownership interest and that Rebekah may be entitled to some share of Corban Group. I told him he should amend his pleadings or file a new lawsuit if he wants to get into that, because I didn't think that Rebekah's current claims had anything to do with Corban Group. He asserted that the Fraud claim may involve that. I told him that we did not have any more records regarding Jared's ownership of Corban Group and that we were not going to voluntarily turn over info about the LLC's ongoing operations and finances.

--Regarding Mike and Ruth's depositions, Brady agrees that the court reporting company messed up by sending him the transcripts before they were reviewed, corrected, and signed. He is going to have them send me a copy for you and Ruth to review and then final copies can be produced. I told him that we could have revisions within a week after I receive them.

--Regarding the potential for settlement of the case, he said that Rebekah was not accepting our offer from a couple months ago. I told him that we would think about other options to see if we could come up with any other possibilities. So I think we should discuss that some more.

Larry



Re: Larry Meyers PC, Inv 6402

Wednesday, January 21, 2009 10:16 AM

From: "Larry Meyers" <lawandliberty@yahoo.com>

To: "Nancy Steinhilber" <nancy@toddolivas.com>

Thanks! Larry Meyers

--- On Tue, 1/20/09, Nancy Steinhilber <nancy@toddolivas.com> wrote:

From: Nancy Steinhilber <nancy@toddolivas.com>
Subject: Re: Larry Meyers PC, Inv 6402
To: lawandliberty@yahoo.com
Date: Tuesday, January 20, 2009, 3:37 PM

Mr. Meyers~

Attached you will find copy of the correction sheet that comes with the Certified Copy of the transcript. I hope this will be what you need. However, if there are any other questions regarding the errata sheet and the requirements, etc., would you please call 951-296-0114 and speak with Lori of our staff. She is much more knowledgeable about this than I am, and I certainly want you to have all your questions answered. Thanks!

Nancy Steinhilber
Accounts Receivable Dept.
TODD OLIVAS & ASSOCIATES
Court Reporting & Interpreting Agency
Phone: 915-581-2509
Fax: 915-975-8258

----- Original Message -----

From: Larry Meyers
To: Nancy Steinhilber
Sent: Wednesday, January 07, 2009 6:09 PM
Subject: Re: Larry Meyers PC, Inv 6402

Ms. Steinhilber, No problem, I did misunderstand (I thought you meant that the reading copy was something different than the certified copy). Please send me an errata sheet and we will proceed from there. My address is PO Box 1146, St. George, UT 84771-1146. Thanks, Larry Meyers

--- On Wed, 1/7/09, Nancy Steinhilber <nancy@toddolivas.com> wrote:

From: Nancy Steinhilber <nancy@toddolivas.com>
Subject: Re: Larry Meyers PC, Inv 6402
To: lawandliberty@yahoo.com
Date: Wednesday, January 7, 2009, 5:26 PM

Dear Mr. Meyers~

I apologize for not making myself clear. As much as I'd like to send your client a copy of the transcript without cost, I cannot. As I said in my last email, the "reading copy" is exactly the same as the Certified Copy, and cannot be sent out no charge. However,

perhaps the opposing attorney would be willing to let your client read his copy to check for errors? We can send you an errata sheet, then if you do find something you'd like to make a note of, just note, sign and notarize, and return the sheet to us. We will make sure the sheet is disbursed properly. I hope this is helpful to you.

Nancy Steinhilber
Accounts Receivable Dept
TODD OLIVAS & ASSOCIATES
Court Reporting & Interpreting Agency
Phone 915-581-2509
Fax 915-975-8258

----- Original Message -----

From: Larry Meyers
To: Nancy Steinhilber
Cc: Frank Mylar , Mike Andrus
Sent: Monday, January 05, 2009 10:24 AM
Subject: Re: Larry Meyers PC, Inv 6402

Dear Ms. Steinhilber,

Thanks for your response. I do not do much litigation and so this process has actually been a bit confusing to me. I guess I do not understand how a copy can be certified if it was agreed that the deponent would be allowed to make corrections before it was finalized. But, with your explanation, we can proceed to fix the problem.

The deponents would like you to send them a "reading copy" along with the errata sheets, so that they can make corrections or changes. They will sign those and send them back to you. I assume you will provide a copy of the corrections to Mr. Gibbs, who has paid for his copies of the deposition.

My client, Mr. Andrus, is not interested in purchasing a copy of the certified transcript at this time, so please do not send us one.

I apologize for any inconvenience that I have caused.

Larry Meyers
Attorney for Walter Michael Andrus

--- On Sat, 1/3/09, Nancy Steinhilber <nancy@toddolivas.com> wrote

From: Nancy Steinhilber <nancy@toddolivas.com>
Subject: Re: Larry Meyers PC, Inv 6402
To: lawandliberty@yahoo.com
Date: Saturday, January 3, 2009, 12:58 PM

Dear Mr. Meyers,
I apologize in my delay in getting back with you in the matter of the two COD invoices, #6402 for the Deposition of Walter Andrus and #6404 for the Deposition of Ruth Andrus. I had to speak with our production department to find the answers I need.

You have refused to accept our Certified Copies of these transcripts, and have requested that "non-final" copies need to be provided to Mr. & Mrs Andrus for them to make corrections, if necessary, and to sign off as "final" and return the transcripts to us. Then you will consider our Certified Copies as final.

As I'm sure you know, a "Certified Copy" is certified to be the true and accurate transcription of the deposition as it took place. It cannot be altered or changed. It is a "final copy", and there are no "rough draft" copies to be had. Any corrections are noted on a separate errata sheet, and signed by the deponents.

We can send your clients a reading copy, along with the errata sheet where they can note changes, if any, sign and return to us. However, this is the same as a Certified Copy, under a different title, and the cost is the same. We never, nor does anyone else to my knowledge, send out transcripts without a charge. Therefore, I have no choice but to decline your request.

If you wish the Certified Copies, just call our office, set a date for the delivery and we would be happy to send them to you. If you do not want the transcripts, or have further questions, it would be best to speak with our production manager, Lori, at 951-296-0114.

Regards,

Nancy Steinhilber
Accounts Receivable Dept.
TODD OLIVAS & ASSOCIATES
Court Reporting & Interpreting Agency
Phone: 915-581-2509
Fax: 915-975-8258

----- Original Message -----

From: Larry Meyers

To: Nancy Steinhilber

Cc: Frank Mylar ; Mike Andrus ; Brady Gibbs

Sent: Monday, December 01, 2008 11:19 AM

Subject: Re: Larry Meyers PC, Inv 6402

Nancy,

Thanks for getting back to me. The reason that I rejected the transcript as "not final" is because my client, the deponent, Mr. Andrus, and his wife, Ruth, the other deponent, have not had a chance to review the transcript and make corrections, as originally agreed. Until they are able to do that, we do not consider the transcript final and will not pay for it.

The solution is that a non-final copy needs to be provided to Mr. and Mrs. Andrus, for them to make corrections, if necessary, to sign off on it as final and then to return it to you. Then we will consider it to be a final certified copy of the deposition.

Larry Meyers
Attorney for Mike Andrus

--- On Sun, 11/30/08, Nancy Steinhilber <nancy@toddolivas.com> wrote:

From: Nancy Steinhilber <nancy@toddolivas.com>
Subject: Larry Meyers PC, Inv 6402
To: lawandliberty@yahoo.com
Date: Sunday, November 30, 2008, 12:01 PM

Dear Mr. Meyers,

When last we spoke, you indicated your concern that the transcript we are waiting to send to you was not the "final" copy. I've doublechecked on your behalf, and I can alleviate your concerns. The Certified Copy is as final as it gets. The attorney who sets the deposition, in this case Long & Okura have received the Original and 1 Certified Copy of the depo, and in fact have paid for their copy. Our office has your Certified Copy ready to send, and we hope this can be done this week. I've attached a copy of the invoice for your convenience, so you can make COD arrangements with our office. Also for your convenience, we do take credit cards. Thank you very much for your business.

Regards,

Nancy Steinhilber
Accounts Receivable Dept.
TODD OLIVAS & ASSOCIATES
Court Reporting & Interpreting Agency
Phone: 915-581-2509
Fax: 915-975-8258

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RE: Corrections to Andrus depositions

Tuesday, February 3, 2009 9:47 AM

From: "Brady Gibbs" <brady@longokura.com>

To: lawandliberty@yahoo.com

Larry,

I am feeling much better. Thank you. With regard to the depositions, considering we have already filed a motion for summary judgment, I cannot now entertain any request for Mike or Ruth to offer changes to their testimony as Rebekah would be highly prejudiced. If you would just like copies of those depositions for your records, I am happy to facilitate that request. Unfortunately, the deposition transcripts cost approximately \$2,300. I am not sure what they are trying to charge you for a certified copy, but I cannot imagine it is cheap. Would you be willing to make a small contribution toward the costs of the transcripts in exchange for my duplicating and sending the same? Let me know.

Sincerely,
Brady Gibbs

LONG OKURA P.C.

Attorneys at Law

1981 Murray Holladay Road

Salt Lake City, Utah 84117

Ph: 801.746.6000

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From: Larry Meyers [mailto:lawandliberty@yahoo.com]

Sent: Monday, February 02, 2009 10:23 AM

To: Brady Gibbs

Cc: Frank Mylar

Subject: Corrections to Andrus depositions

Brady,

Mike and Ruth Andrus would still like to make corrections to their depositions, if any are needed. We did not purchase a copy, so I am wondering if you would loan us your copy for a week or so, so that they can make any needed corrections on the sheets that have been provided to us by the court reporting company.

Also, thanks for agreeing to the extension of time on my response to your MSJ. Hope you are

feeling better (they said you were sick that Friday when I was seeking the extension)!

The secretary also said that you were wondering why we did the Motion to Remand. It was because we thought that the federal court no longer had jurisdiction and we want this to be resolved in the court with proper jurisdiction, to avoid future litigation over jurisdiction.

Larry Meyers
Attorney for Mike Andrus, Trustee

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Addendum 2

~~Stricken~~

Walter Michael Andrus
Sui Juris
c/o PO Box 801
Hurricane, UT 84737
Phone: 435-701-2022

IN THE UTAH COURT OF APPEALS

WALTER MICHAEL ANDRUS,)	AFFIDAVIT OF SPECIFIC
Plaintiff/Appellant,)	DENIAL
v.)	
)	
THE NORTHWESTERN MUTUAL LIFE)	
INSURANCE COMPANY,)	
Defendant.)	
)	
REBEKAH ANDRUS,)	
Interpleader Plaintiff/Appellee,)	
v.)	
WALTER MICHAEL ANDRUS,)	Case No. 20090893-CA
Defendant.)	

COMES NOW Mr. Walter Michael Andrus and states as follows:

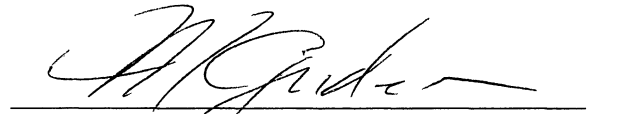
1. I am of legal age and have personal knowledge of the matters stated in this Affidavit.
2. I am making this Affidavit pursuant to Rule 9(a) of the Utah Rules of Civil Procedure.

3. WALTER MICHAEL ANDRUS, the Defendant designated in all-capital letters in the cross complaint is not me, Walter Michael Andrus, the living man.
4. I, Mr. Walter Michael Andrus, the living man, am not WALTER MICHAEL ANDRUS the all caps-named defendant in the cross complaint.
5. The cross complaint is not brought by an entity with capacity, or authority, or legal existence to sue; but, rather was brought by a fictional, corporate entity *id est* REBEKAH ANDRUS – sometimes REBEKAH D. ANDRUS.
6. The all-caps WALTER MICHAEL ANDRUS is without capacity, or authority, or legal existence to be sued; but, rather is a fictional, corporate entity.
7. WALTER MICHAEL ANDRUS is not trustee to the Mary Elizabeth Andrus Nevada Trust; rather, I, Mr. Walter Michael Andrus, a living man, am the Trustee of the Mary Elizabeth Andrus Nevada Trust.
8. WALTER MICHAEL ANDRUS has had no contact with THE NORTHWESTERN MUTUAL LIFE INSURANCE CO. about any matter; rather, Walter Michael Andrus, a living man, made the beneficiary changes in THE NORTHWESTERN MUTUAL LIFE INSURANCE CO. life policy.
9. WALTER MICHAEL ANDRUS is not the real party in interest relative to the Mary Elizabeth Andrus Nevada Trust and is not the real party in interest of the cross complaint in the instant matter; rather, Mr. Walter Michael Andrus, a living man, is the real party in interest in the instant matter.

10. WALTER MICHAEL ANDRUS was not the Plaintiff in the original action against THE NORTHWESTERN MUTUAL LIFE INSURANCE CO.; rather, Mr. Walter Michael Andrus, a living man, acting as trustee on behalf of the Mary Elizabeth Andrus Nevada Trust was the Plaintiff.

WALTER MICHAEL ANDRUS


Authorized Representative


Mr. Walter Michael Andrus, the living man

STATE OF UTAH)

:

COUNTY OF WASHINGTON)

Notarization

I hereby certify that on this 20th day of May, 2010, Walter Michael Andrus came before me and executed the above Affidavit of Specific Denial.


Notary Public

