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RICHARD A. GREENBERG
STEVEN Y. YUROWITZ
WILLIAM J. DOBIE

GUSTAVE H. NEWMAN (1927-2017)

November 11, 2019

By FedEx (next day delivery)
Hon. Cathy Seibel
United States District Judge
Southern District of New York
United States Courthouse
300 Quarropas Street - Room 633
White Plains, New York 10601

**FILED UNDER SEAL TO PROTECT
THE CONFIDENTIALITY OF INTIMATE
PERSONAL DETAILS**

*Re: Matter of Richard P. Liebowitz
(Berger v. Imagina Consulting, Inc.,
18 cv 8956 (CS))*

Your Honor:

I represent Richard P. Liebowitz ("Richard") in a contempt proceeding arising out of the above-entitled copyright infringement law suit (the underlying action has since been settled and dismissed). In Your Honor's Order and Order to Show Cause, dated November 1, 2019 (Exhibit A), the Court directed Mr. Liebowitz to appear in person before the Court on November 13, 2019, and, as a penalty for Richard's continuing failure to provide the requested documentation of his grandfather's death which was central to Richard's failure to appear at the scheduled conference on April 12, 2019, Richard was ordered to pay a financial penalty to the clerk of the court each Monday amounting to \$100 per business day beginning October 7, 2019, subsequently raised to \$500 per business day beginning November 6, 2019, and now totaling by counsel's calculation \$3700, not including the Veterans' Day national holiday on Monday, November 11. By the time Richard will appear before the Court on November 13, I have been assured that the entire financial penalty imposed by the Court will have been paid.

For the reasons set forth below, I respectfully request that the Court vacate its two contempt orders, declare Richard's financial penalties satisfied, and permit him to continue to practice before this Court. Counsel has advised Richard on the kind of substantial steps he can take to ensure that his poor judgment or lapse in the *Berger* matter will not be repeated.

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A. Richard's Background. Richard is an unmarried 31-year-old who resides with his parents in Hewlett, New York. He graduated with a BA degree in communications from the University of Pennsylvania in 2010, and with a J.D. degree from Hofstra University Law School in 2014. In 2015 he was admitted by the Second Department to the Bar of the State of New York, and in the same year he opened the Liebowitz Law Firm, located at 11 Sunrise Plaza, Valley Stream, New York, where he has practiced continuously ever since. Richard has had no other employment, experience or supervision as a lawyer.

An avid photographer, Richard's law practice has been devoted exclusively to protecting and enforcing the copyrights of freelance photographers under the federal copyright statute, 17 U.S.C. §1 *et seq.* Since its opening, Richard's law practice has grown exponentially, filing approximately 2000 law suits under the federal copyright statute in the four years of his firm's existence. Moreover, because of his burgeoning practice, Richard's firm has grown commensurately; he now employs a staff of 12, two of whom are lawyers, including an associate with large commercial firm experience.

In short, while Richard is short on legal experience and training, he obviously fills a need in the ranks of freelance photographers who struggle to make ends meet financially while their work is often used by commercial entities, mostly media companies, without permission or compensation. And despite the volume of his practice, his clients have never filed a grievance against Richard or complained about the representation they received from Richard or his firm.¹

In counsel's view, however, this matter is not about the peculiar nature of Richard's law practice. It is about Richard's failure to carry out his responsibilities to the Court and adversary counsel, a lapse caused by the death of a beloved family member, producing in Richard a brief period of overwhelming grief and dysfunction.

B. The Death of Richard's Grandfather. On the morning of April 9, 2019, Richard's 93-year-old grandfather, Jaime Radusky, whose family had emigrated from Ukraine to Cuba after World War II before Jaime and his family, including his daughter Sara (Richard's mother), emigrated again to the United States, died of a stroke. Consistent with Jewish Orthodox tradition, Jaime was buried the same day, April 9, 2019.

¹ Attached to this letter as Exhibit B is a letter from Bruce Cotler, President of the New York Press Photographers Association, Inc., the largest and oldest such association of photographers in the country, reflecting the valuable contribution and service that Richard and his firm provides to working photographers in New York City and elsewhere in the country.

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Attached to this letter as Exhibit C is an original death certificate confirming Jaime's death on April 9, together with a receipt from the funeral home (Shomrai Hadas, 718-436-8700) given to the Liebowitz family for their payment of the expenses associated with the preparation and burial of Jaime's body at a Fairview, New Jersey, cemetery on April 9. The funeral home's receipt is attached to this letter as Exhibit D. On Friday, November 8, 2019, I spoke by telephone with "Malkie," an employee of the funeral home, who confirmed to me that the funeral home had received, prepared and buried Jaime's body on April 9, 2019, a representation corroborated by the death certificate and the funeral home's receipt. Moreover, the identity of Jaime as Richard's grandfather is confirmed by 1) Richard's birth certificate (Exhibit E), which identifies his mother as Sara Radusky, the same last name as her father and Richard's grandfather, 2) the naturalization papers of Richard's mother, Sara, when she became a citizen of the United States of America (Exhibit F), reflecting her last name as Radusky, and 3) a copy of the relevant pages from Jaime's trust agreement (Exhibit G) which reflects Jaime's intent to distribute 10% of his estate to "Grantor's grandson, Richard Liebowitz." In short, there can be no doubt, certainly counsel has no doubt, that Richard's aged grandfather, Jaime Radusky, died and was buried on April 9, 2019.

C. Richard's Failure to Appear at the Conference or to Notify the Court. The Court scheduled a discovery conference in the underlying case for the morning of Friday, April 12, 2019. Richard did not attend the conference, nor did he send anyone from his firm to cover for him. And he failed to call the Court to explain his absence. Richard first contacted the Court on Monday, April 15, by letter, informing the Court that he had "a death in the family," and apologized to the Court and opposing counsel for not appearing. The Court now knows from the foregoing discussion that Richard's initial explanation for his absence was true; his grandfather, with whom he had a close and loving relationship, had recently died. *See* Section B, *supra*.

Richard's problem in this matter arose during the rescheduled telephone discovery conference on April 18, 2019, during which, in response to the Court's probing questions, Richard mistakenly identified April 12, not April 9, as the date his grandfather died, a mistake he continued to make in several subsequent submissions to the Court. The Court understandably was skeptical or mystified at Richard's "death in the family" excuse because he failed to submit his grandfather's death certificate or any other documentation of his grandfather's death, despite the Court's continued insistence. The question is: why did Richard fix April 12 as the date his grandfather died, rather than the true date of April 9. Certainly the Court would have understood and excused Richard's absence whether the death occurred three days before the conference or on the morning of the conference, particularly since the Court appeared aware of and knowledgeable about Orthodox Jewish custom and tradition concerning the week of mourning after the death of a loved one.

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There can be no excuse for Richard's lapse, whether he stated and maintained the erroneous date of death mistakenly or intentionally. Either would be understandable. For example, Richard may genuinely have misremembered the date of death, and continued to adhere to the April 12 date or, having taken the position that the date of death was April 12, he saw no reason to question his memory or why it should matter. On the other hand, Richard may have thought the Court would not understand his dysfunctional, grieving state originating three days before the conference, and decided to fix the date of death as the morning of the conference. If the latter explanation is the correct one, Richard not only misjudged the Court's knowledge, experience and decency, no doubt as an inexperienced young lawyer might, but he engaged in inexcusable falsity, however immaterial.

Of course, either way, Richard has paid a high price for his failure of memory or falsity concerning the true date his grandfather died. The incident has been a financial disaster. Richard will have paid to the Clerk of the Court \$3700 in financial penalties for his alleged contempt; he has paid adversary counsel for his adversary's wasted time at the conference which Richard failed to attend; and Richard has paid thousands of dollars in attorneys fees for counsel's representation in this contempt matter. Nor is financial loss the only adverse consequence. Richard has suffered horrible publicity as a result of being held in contempt and threatened with incarceration by this Court. And of course Richard, a young and inexperienced lawyer, is scared of the damage to his professional career as a result of his conduct and these proceedings. At the risk of appearing to minimize the seriousness of this matter, which counsel would not dare to do, counsel urges this Court to find that Richard has suffered or been penalized enough for his lapse or misconduct.

D. Remedial Efforts. Counsel was not retained until Thursday, November 7, 2019, insufficient time to propose to Richard a full range of actions designed to bolster the efficiency and professionalism of his practice. Counsel has, however, recommended that Richard seek psychotherapy to understand and ameliorate the anxieties, tensions and infrequent lapses of Richard's demanding practice. [REDACTED]

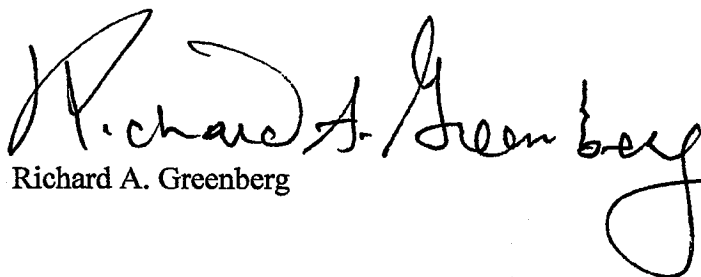
[REDACTED] Counsel has also recommended that Richard enroll in a CLE course addressing small law firm management. Moreover, since counsel is not particularly familiar with the law of intellectual property, specifically copyright infringement and enforcement, counsel does and will recommend to Richard that he seek out a respected mentor in that field whom counsel has yet to identify. Finally, Counsel has known Richard and his family for years, even as long ago as Richard's Bar Mitzvah, and will always be available to render advice and guidance to Richard, and counsel will advise Richard to make use of this resource more often.

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E. Conclusion. Counsel thanks the Court for its patience, understanding and consideration of this relatively lengthy submission. Richard has learned an important lesson. Counsel doubts that the Court will hear about any similar lapses again on the part of Richard Liebowitz.

Respectfully submitted,



Richard A. Greenberg

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
JASON BERGER,

Plaintiff,

-- against --

IMAGINA CONSULTING, INC.,

Defendant.
-----X

**ORDER and
ORDER TO SHOW CAUSE**

No. 18-CV-8956 (CS)

Seibel, J.

On April 5, 2019, Defendant filed a letter with the Court requesting a discovery conference. (Doc. 27.) That same day, I granted Defendant's request and scheduled a discovery conference for April 12, 2019 at 11 a.m. (Doc. 28.) I also ordered Plaintiff to respond to Defendant's letter by April 9, (*id.*), which Plaintiff did, (Doc. 30). On April 12, the Court held the discovery conference, but Plaintiff's counsel, Richard Liebowitz, did not appear and did not call or email the Court or Defendant's counsel to explain his absence. (Minute Entry dated Apr. 12, 2019.) That same day, I ordered Plaintiff to show cause in writing, on or before April 17, 2019, why he failed to appear for the conference and why he should not be required to pay Defendant's attorney's fees for the time expended to appear at the conference. (Doc. 31.) The Court also rescheduled the conference for April 18, 2019. (*Id.*)

By letter dated April 15, 2019, Mr. Liebowitz advised that he had missed the conference because of a death in the family which was an "unexpected urgent matter" to which he had to attend. (Doc. 32.) He also said he would be out of the office on April 18 and asked to appear by phone at the rescheduled discovery conference. (*Id.*)

The conference was held by phone on April 18. (See Minute Entry dated Apr. 18, 2019.) Mr. Liebowitz represented that the death in the family occurred on the morning of April 12 and apologized for not letting Defendant's counsel and the Court know. During the conference, issues were discussed that reflected negatively on Plaintiff's counsel's credibility. For example, Plaintiff had answered interrogatories saying his damages calculation had relied on "contracts, invoices, [and] licensing agreements," (Doc. 27 at 1), but when Defendant requested those documents, Plaintiff said he could not produce them without a protective order. After Defendant agreed to a protective order and the Court signed it, (Doc. 23), Plaintiff still produced nothing, despite twice promising to do so. (See Doc. 27.) Further, Defendant's counsel represented that Mr. Liebowitz had told Defendant's counsel that he could not comply because he was out of the country due to an emergency, when in reality he was at a trade show in Europe trying to drum up business. At that point, concerned about Mr. Liebowitz's credibility and the possibility that he was trying to increase costs for Defendant's counsel, I determined that I could not merely accept Mr. Liebowitz's representation that he missed the April 12 conference because of a death in the family, and directed that, among other things, by May 1, Mr. Liebowitz provide evidence or documentation regarding who died, when, and how he was notified. I also permitted Defendant's counsel to submit his billing records relating to the discovery dispute by May 1, with Mr. Liebowitz having until May 15 to submit opposition to Defendant's application that Plaintiff cover those fees.¹

¹ I also expressed concern over how Plaintiff's claim of \$5000 in damages could possibly have been made in good faith.

On August 26, the day Mr. Liebowitz was required to provide his grandfather's death certificate pursuant to my August 19 order, Mr. Liebowitz instead submitted another Declaration. (Doc. 52.) In this Declaration, Mr. Liebowitz argued that he was not in contempt because this Court's request for his grandfather's death certificate was unlawful, as it "likely constitutes a usurpation of judicial authority or a breach of judicial decorum," (*id.* ¶ 14); his previous Declarations complied with my previous orders, (*id.* ¶ 15); "there [was] no basis to impose monetary sanctions," (*id.* ¶ 16); and the Court's assurance that his grandfather's death certificate would not be made public was insufficient to protect his right to privacy, (*id.* ¶ 17).

On September 27, I endorsed Mr. Liebowitz's latest Declaration, stating that:

There is nothing unlawful about my August 19, 2019 order. There was also nothing unclear about it. Likewise, Mr. Liebowitz's failure to comply is apparent beyond any reasonable doubt. Finally, he has not diligently attempted to comply. To the contrary, while maintaining that the death occurred (and thus implicitly conceding the existence of a death certificate), he has repeatedly refused to provide it, even after the Court made clear that his "good faith declarations" were insufficient and after the Court agreed that the document need not be publicly filed. He has not shown or even alleged an inability to comply.

(Doc. 53.) I therefore declared Mr. Liebowitz to be in contempt of court, and ordered that, should he fail to comply with my order and provide the requested documentation by October 2, he would be subject to monetary sanctions of \$100 each business day until he complied. (*Id.*) I also informed Mr. Liebowitz that, "[s]hould this sanction prove insufficient" to ensure his compliance, "additional or different sanctions [would] be considered." (*Id.*)

On October 2, Mr. Liebowitz wrote a letter to my chambers requesting an in-person conference to discuss my September 27 order, and also requesting a stay of that order "[f]or just cause" until the conference could be held. (Doc. 54.) I denied his request, noting that Mr. Liebowitz's letter had not stated what purpose would be served by an in-person conference, nor

EXHIBIT B



New York Press Photographers Association, Inc.

225 East 36th Street Suite 1-P New York, New York 10016

(212) 889-6633 Fax (212) 889-6634

<http://www.nyppa.org>

E-mail: office@nyppa.org

November 10, 2019

Mr. Richard A. Greenberg, Esq.
Newman & Greenberg LLP
950 Third Avenue, 32nd Floor
New York, NY 10022

Dear Mr. Greenberg:

The New York Press Photographers Association (NYPPA) dates back to 1913, and is a fraternal organization where news photographers could meet on social occasions, exchange ideas and get to know one another better, instead of always meeting on the run at fires and breaking news stories.

New York is still the media capital of the world, and the NYPPA is the oldest press organization in the world, still existing to serve working photographers as a professional and social organization. NYPPA members work for news organizations in the print and electronic media, based within a 75-mile radius of Manhattan. The organization is made up of over 375 active members. We are an accredited 501(c)(6) organization that sponsors regular meetings for social and educational purposes, liaises with governmental agencies whose actions directly affect the media, maintains a committee to work with various college and professional sports teams, publishes a regular newsletter, fields an annual contest with an exhibit and an awards dinner and dance, and holds an annual holiday party, which benefits underprivileged children. Each year, we publish the *New York Press Photographer*, a book displaying the winning work of our members from the annual contest.

I've known Richard Liebowitz, personally and professionally, for roughly 20 years and know him to be a hardworking, compassionate, trustworthy and honest individual. Richard was the youngest member in the NYPPA's history, at 15 years old. I was so impressed with Richard that I would take him out on photo assignments and watch how he would handle himself with subjects of a story. He showed real emotion and empathy at crime scenes, fires and car accidents. He also has a keen eye, a requirement for a good photojournalist.

In 2006, we published a photo book entitled: *Apprentice! Lessons Learned on the Frontlines of Life* (enclosed). The book was a wonderful experience, and I was proud to be his mentor, and even prouder of the fine young man he had become. I was very excited when I heard Richard wanted to become a lawyer, and particularly a copyright lawyer.



New York Press Photographers Association, Inc.

225 East 36th Street Suite 1-P New York, New York 10016

(212) 889-6633 Fax (212) 889-6634

<http://www.nyppa.org>

E-mail: office@nyppa.org

After hearing from helpless members of the organization how major media companies would infringe on their work without paying a fee, he was determined to help. After law school, Richard started his own law practice and was committed to achieve justice for photographers. Richard would speak tirelessly to our members at Association events, as well as other trade associations around the country. He really found his niche, and the word of mouth spread quite a bit through the photography community. I have personally used Richard to collect on infringed-upon photos that I have shot. I know from experience he is a very committed lawyer looking to do right by his clients.

I have nothing but great things to say about this young man, and would be happy to recommend him to anyone who needs his services.

Sincerely,

Bruce Cotler, President

The New York Press Photographers Association, Inc.

EXHIBIT C

VITAL RECORDS CERTIFICATE

DEATH TRANSCRIPT

DATE FILED THE CITY OF NEW YORK DEPARTMENT OF HEALTH AND MENTAL HYGIENE

CERTIFICATE OF DEATH

Certificate No. 156-19-015051

NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE Apr 09 2019 01:56 PM

1. DECEDENT'S LEGAL NAME JAIME RADUSKY (First, Middle, Last)

Medical Certificate of Death form containing sections: 1. Decedent's Legal Name, 2. Place of Death, 3a. Date and Time of Death, 4. Sex, 5. Date last attended by a Physician, 7a. Usual Residence, 8. Date of Birth, 9. Age at last birthday, 10. Social Security No., 11a. Usual Occupation, 12. Aliases or AKAs, 13. Birthplace, 14. Education, 15. Ever in U.S. Armed Forces?, 16. Marital/Partnership Status, 17. Surviving Spouse/Partner's Name, 18. Father's Name, 19. Mother's Maiden Name, 20a. Informant's Name, 20b. Relationship to Decedent, 20c. Address, 21a. Method of Disposition, 21b. Place of Disposition, 21c. Location of Disposition, 21d. Date of Disposition, 22a. Funeral Establishment, 22b. Address.

MEDICAL CERTIFICATE OF DEATH (To be filed by the Physician)

PERSONAL PARTICULARS (To be filed in by Funeral Director or, in cases of City Burial, by Physician)

EVT201904170098

Grethen Van Wye, Ph.D., City Registrar as of 9/1/18

April 9, 2019

Steven P. Schwartz, Ph.D., City Registrar

This is to certify that the foregoing is a true copy of a record on file in the Department of Health and Mental Hygiene. The Department of Health and Mental Hygiene does not certify to the truth of the statements made therein, as no inquiry as to the facts has been provided by law.

Do not accept this transcript unless it bears the security features listed on the back. Reproduction or alteration of this transcript is prohibited by §3-19(b) of the New York City Health Code if the purpose is the evasion or violation of any provision of the Health Code or any other law.



Y01255870

EXHIBIT D

EXPLANATION OF CHARGES

Explain charges for embalming and for any items that are not required by law but may be necessary because of cemetery requirements, crematory requirements or other selections made:

William Aiello Jr.
Signature of licensed funeral Director Date

William Aiello Jr.
Printed or Typed Name of Funeral Director

ACKNOWLEDGEMENT OF RECEIPT

I have received this itemization of funeral services and merchandise requested:

Stacey Radosky
Signature Date

PUBLIC NOTICE

The New York State Department of Health is responsible for licensing and regulating New York State funeral directing under the Public Health Law.
You may contact the Department at:

Bureau of Funeral Directing
New York State Department of Health
corner Tower, Empire State Plaza
Albany, New York

EXCLUSION OF WARRANTY: The only warranties, express or implied, granted in connection with the goods sold with this funeral service are the express written warranties, if any, extended by the manufacturers thereof. No other warranties and no warranties of merchantability or fitness for a particular purpose are extended by the funeral director.

STATEMENT OF GOODS AND SERVICES SELECTED
INVOICE TO FAMILY OF

JAIMIE RADUSKY

The undersigned hereby authorizes the above funeral establishment or its representatives to obtain custody of the remains of JAIMIE RADUSKY

initial and state your relation to deceased X HR SON

The undersigned hereby authorizes the above funeral establishment or its representatives to embalm not to embalm the remains of

NA
initial and state your relation to deceased

Other Authorization by _____

NUMBER 19-149

ALLOWANCE _____ \$

TOTAL FUNERAL CHARGES _____ \$

Date: 4-9 20 19

The foregoing statement has been read by (to) me and I hereby acknowledge receipt of a copy of same and agree to pay the above funeral account and for such additional services and materials as are ordered by me on or before 4-9 20 19. In the event that this account is not paid in accordance with the terms of this agreement, the undersigned hereby agrees to pay any and all costs and attorney's fees incurred in connection with the collection of this account.

Prior to the discussion of these funeral arrangements, I was presented with a copy of this funeral firm's "General Price List" for which I hereby acknowledge receipt, and have had an opportunity to review the firm's Casket Price List and Outer Interment Receptacle Price List.

TERMS: This account becomes due _____. If bill remains unpaid beyond _____ a late payment charge of _____ % per month (annual rate _____ %) may be added to the unpaid portion of the balance due.

The liability hereby assumed is in addition to the liability imposed by law upon the estate and others, and shall not constitute a release thereof.

Stacey Radosky
Signature

Relation to Deceased Son

Signature _____

Relation to Deceased _____

By William Aiello Jr.
Print Name of Licensed Funeral Director

ADDITIONS OR ALTERATIONS OF SERVICES AND MERCHANDISE SELECTED. The following changes represent items of service and/or merchandise ordered or altered subsequent to the original funeral agreement.

AUTHORIZATION INITIAL

_____ \$

_____ \$

Total Adjustments to Funeral Charges _____ \$

ADJUSTED TOTAL _____ \$

Credit _____ \$

*Charges are only for those items that are used. If we are required by law to use any items, we will explain the reasons in writing below.

1,295.00
595.00
395.00
695.00
995.00
395.00
95.00
360.00
54.00
300.00

24

Total	\$5,774.00
Payments/Credits	-5,600.00
Balance Due	\$174.00

PAID in FULL
174.-
BAL TO

[DECEASED]

DECEASED: JAI ME RADUSKY
DATE OF BIRTH: [REDACTED]
DATE OF DEATH: 04/09/2019
DATE OF INTERMENT: 04/09/2019
CAUSE OF DEATH:
AGE: 93 INTERMENT NO: 50777

[UNDERTAKER]

UNDERTAKER: SHOMRE NADAS
PERMIT SIGNATURES: SON: HENRY RADUSKY

[RESPONSIBLE PERSON/OWNER]

RESPONSIBLE PERSON: MR HENRY RADUSKY
ADDRESS: [REDACTED]

OWNER:

[LOCATION]

GRAVE: 3 PLOT:
BLOCK: 3 ROW: 21
SECTION: A DIVISION:
SURVEYOR: SOCIETY: TURNER BENEV.
CASE: 24 X 75 STONE:
PERPETUAL CARE: N PLANTING:

[OTHER]

ORDER DATE: 05/07/2019 IN DATE: 05/14/2019
SET DATE: 05/16/2019 COMPANY: KOLMAN
TYPE: FOOTSTONE
REMARKS: RADUSKY PLOT

Perpetual care + TAXES
2,600 + 295
= \$ 2,895

paid 5/19/19

EXHIBIT E

New York State Department of Health
Albany, N.Y. 12237

94952

Certificate of Birth Registration

This certifies that a certificate of birth has been filed under the name of:

RICHARD PAUL LIEBOWITZ

Sex: Male

Born on:

[REDACTED]

TIME: 3:51 A.M.

SOUTH MASSAU COMMUNITIES HOSPITAL

At OCEANSIDE

New York

Name of father:

TLD LIEBOWITZ

Maiden name of mother:

SARA RADUSKY

Date filed:

[REDACTED]

Local Registration No:

3194

Date issued:

[REDACTED]

Daniel M. Fisher, Jr.

Recorder of vital Statistics
Address

Town of Hempstead
Town Hall Plaza, Main Street
Hempstead, N.Y. 11550

This not to be used for purposes of any statute or correction

EXHIBIT F

UNITED STATES DEPARTMENT OF JUSTICE

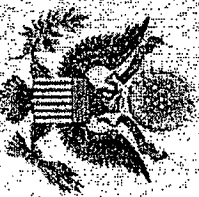
IDENTIFICATION NUMBER

792951

NEW YORK, N.Y.

No. 10184660

Identification No. A13 010 928



ORIGINAL.

Personal description of holder's physical characteristics. Date of birth [redacted] sex Female
complexion Fair hair brown color of eyes brown height 5 feet 1 inches
weight 93 pounds build slender
Special features Single
I certify that the description above given is true and that the photograph attached hereto is a likeness of me

Sara Radusky

(Signature and true signature of holder)

UNITED STATES OF AMERICA
EASTERN DIST. OF NEW YORK

Residence, that is a home of the holder
The United States District of [redacted] County of [redacted]

held passport in the name of [redacted]
November 5, 1975 The Great Smoky Mountains National Park

Sara Radusky

These words being read, I solemnly swear that the above description is true and correct to the best of my knowledge and belief, and that the photograph attached hereto is a true and correct likeness of me.
I solemnly swear that the above description is true and correct to the best of my knowledge and belief, and that the photograph attached hereto is a true and correct likeness of me.
Subscribed and sworn to before me at the County of [redacted] State of [redacted] on this [redacted] day of [redacted] 1975.
November Seventyfive

LEWIS ORGEL

U.S. District Court
New York, N.Y.



IT IS HEREBY CERTIFIED THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL PHOTOGRAPH.

IDENTIFICATION NUMBER

EXHIBIT G

TRUST AGREEMENT, made this 11 day of NOV, 2015, by and between JAIME RADUSKY (hereinafter referred to as the "Grantor") and JAIME RADUSKY (hereinafter together with his successors referred to as the "Trustees").

WITNESSETH:

WHEREAS, the Grantor is desirous of transferring certain property in trust for his own benefit and the benefit of others, to be known during the Grantor's life as the Jaime Radusky Revocable Trust:

NOW, THEREFORE, in consideration of the foregoing and of the covenants in this Agreement contained, it is agreed as follows:

FIRST: The Grantor simultaneously herewith and as part of the same transaction evidenced by this Trust Agreement hereby transfers, assigns, sets over and delivers to the Trustees the property set forth on Schedule A TO HAVE AND TO HOLD the same IN TRUST, NEVERTHELESS, to keep the same invested and to reinvest the same, to collect the income thereof and pay to or apply for the benefit of the Grantor during his lifetime, without any duty to take into consideration the Grantor's other resources or other income, so much or all of the net income and principal of the trust fund as the Trustees, in their sole and unreviewable discretion, may deem advisable. The Trustees shall also pay to the Grantor so much or all of the net income and principal of the trust fund as the Grantor shall request by an instrument in writing delivered to the Trustees. Any net income that is not distributed shall be accumulated and added to principal.

Upon the death of the Grantor, the trust principal, together with all property distributable to the Trustees as a result of the Grantor's death, whether by will or otherwise, shall be disposed of as follows:

New York, along with all furniture, furnishings and household effects located in such residence (the "Residence") shall be disposed of as provided in Article SECOND hereof.

(3) All of the rest, residue and remainder of the remaining trust fund (the "trust fund balance") shall be disposed of as follows:

- (a) [REDACTED] thereof shall be distributed to the [REDACTED] if he is then living; and
- (b) [REDACTED] thereof shall be distributed to the [REDACTED] if she is then living, subject to the provisions of Article THIRD hereof, or if she is not then living, to her then living issue, per stirpes, subject to the provisions of Article FOURTH hereof; and
- (c) [REDACTED] thereof shall be distributed to the [REDACTED] if he is then living, or if he is not then living, to his then living issue, per stirpes, or in default of such issue to the then living issue, per stirpes, of the [REDACTED] in each case subject to the provisions of Article FOURTH hereof; and
- (d) Ten percent (10%) thereof shall be distributed to the Grantor's grandson, RICHARD LIEBOWITZ, if he is then living, or if he is not then living, to his then living issue, per stirpes, or in default of such issue to the then living issue, per stirpes, of the Grantor's daughter, SARA, in each case subject to the provisions of Article FOURTH hereof; and
- (e) [REDACTED] thereof shall be distributed to the [REDACTED] if she is then living, or if she is not then living, to her then living issue, per stirpes, or in default of such issue to the then living issue, per