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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ROSE PAGUIRIGAN,	:	17-CV-01302(NG)
Plaintiff,	:	
	:	United States Courthouse
-against-	:	Brooklyn, New York
	:	
	:	February 22, 2022
PROMPT NURSING EMPLOYMENT	:	2:00 p.m.
AGENCY LLC, et al.,	:	
Defendants.	:	

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TRANSCRIPT OF CIVIL CAUSE FOR FAIRNESS HEARING
BEFORE THE HONORABLE NINA GERSHON
UNITED STATES SENIOR DISTRICT JUDGE

A P P E A R A N C E S:

For the Plaintiff:	THE HOWLEY LAW FIRM P.C. 1345 6th Ave 2nd floor New York, NY 10105
	BY: JOHN J.P. HOWLEY, ESQ. LEANDRO LACHICA, ESQ.
For the Defendant:	LIPSIUS – BENHAIM LAW LLP 80-02 Kew Gardens Road Suite 1030 Kew Gardens, NY 11415
	BY: IRA LIPSIUS, ESQ.
Court Reporter:	DENISE PARISI, RPR, CRR Official Court Reporter Telephone: (718) 613-2605 E-mail: DeniseParisi72@gmail.com

Proceedings recorded by computerized stenography. Transcript produced by Computer-aided Transcription.

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(All parties present via videoconference.)

THE COURTROOM DEPUTY: Civil cause for a fairness hearing in regards to Paguirigan versus Prompt Nursing, docket number 17-CV-1302.

May I have the appearance for the plaintiff, please.

MR. HOWLEY: Good afternoon, Your Honor.

This is John Howley for plaintiffs.

THE COURTROOM DEPUTY: Thank you.

For the defendant.

THE COURT: Good afternoon.

MR. LIPSIUS: Good afternoon, Your Honor.

Ira Lipsius of Lipsius-BenHaim for the defendants.

THE COURTROOM DEPUTY: Thank you.

Is there anyone else on the line that I need to have their appearance for?

(Pause.)

THE COURTROOM DEPUTY: No?

On the phone, I have a colleague of -- I guess a paralegal or a colleague of Mr. Howley. No one else is on the --

THE COURT: What's the name?

THE COURTROOM DEPUTY: The name? Lachica.

MR. HOWLEY: He's actually my co-counsel, Leandro Lachica.

THE COURTROOM DEPUTY: He is on the AT&T conference

1 line, and there's no one else there other than him.

2 THE COURT: All right. Thank you.

3 Good morning, everyone.

4 With respect to the motions that are before me
5 today, I just wanted to note preliminarily that with respect
6 to the terms of the settlement, as to which you are seeking
7 approval, I reviewed them carefully before granting
8 preliminary approval, and other than questions that I have
9 about the various objections that have been raised, I have no
10 questions about the terms of the settlement.

11 I do have one brief question for Mr. Howley about
12 the attorneys' fees motion where you say that you have a
13 contingency agreement with Ms. Paguirigan, and I just wanted
14 to know what that percentage recovery is in that agreement.

15 MR. HOWLEY: That agreement provides for one-third
16 of pretrial, or 40 percent if we ended up going to trial, but
17 I am not seeking any fees from her or anyone else other than
18 the fees that I have applied for Court approval for.

19 THE COURT: All right. Thank you.

20 So let's turn, then, to the objections, and I did
21 want to note that the objectors were given an opportunity to
22 reply to counsels' responses to the objections. My
23 understanding is that only two were received -- two replies --
24 both from the objector Maagad, and I just want to confirm with
25 counsel that no other replies were received by them, and that

1 they also have no further communications from or to, for that
2 matter, any of the objectors.

3 Is that correct?

4 MR. HOWLEY: Your Honor, I'm not sure I saw the
5 replies from Ms. Maagad -- I have not received any replies
6 directly from anyone -- and I've only had one communication
7 with Eunice Ramirez. She is the objector who both sides agree
8 should have been included in the class, and we have proposed
9 including her in the settlement and increasing the settlement
10 amount by \$22,400.18 to accommodate that claim; and
11 Ms. Ramirez sent me an email over the weekend that she found
12 that to be acceptable. That's the only communication. I
13 haven't -- I haven't been able to speak to her since I got her
14 email.

15 THE COURT: All right. Maybe it would be helpful --
16 I don't know, maybe we didn't file it; it came by email.

17 Mr. Lipsius, you don't have any other replies or any
18 other communications with objectors?

19 I can't hear you, counsel. I can't hear you.

20 MR. LIPSIUS: Can you hear me now?

21 THE COURT: Yes.

22 MR. LIPSIUS: Okay.

23 The only objections that I have seen are those that
24 have been forwarded to me by -- by Mr. Victor -- is it Victor
25 Joe or Joe Victor? I'm sorry if I have it wrong.

1 THE COURT: Victor Joe.

2 MR. LIPSIUS: Victor Joe. Okay. I apologize.

3 The only ones are -- those are the only ones that
4 have been forwarded to me by Victor Joe and that Mr. Howley
5 has forwarded to me. That's the only thing I've seen.

6 THE COURT: All right.

7 Counsel, I think it might be helpful, I have right
8 near me the objections that are quite brief from Ms. Maagad,
9 and I will get that, I have it printed out, and I will read it
10 to you, okay? Just a moment.

11 (Pause.)

12 THE COURT: Victor, let's make sure that these get
13 put on the docket.

14 Okay. So these were by email to Victor Joe. One
15 was sent February 10th, and the "by" line is Lani Alvarez, but
16 I understand from my clerk that that is actually Ms. Maagad,
17 and she writes, "Thank you for the time. Isn't it amazing
18 that it's just the three of us who had signed the immediate
19 home care contract. We are hired by some people at Prompt
20 Nursing. That's where we received our salary of \$29 per hour
21 for three years."

22 And then on February 15th, she sent something
23 identified as a reply that says, "Sentosa is Sentosa. Where
24 is your mercy?"

25 And, I don't know, Victor can probably send those to

1 you right now if you don't have it.

2 But, in any event, Victor, make sure that they get
3 filed.

4 All right.

5 THE COURTROOM DEPUTY: Yes, ma'am.

6 THE COURT: So I thought I should hear first from
7 counsel regarding the objections, and then I will have
8 something to say.

9 MR. HOWLEY: Thank you, Your Honor.

10 I would start by pointing out that with the
11 exception of Ronaldo Ignacio, no one really objects to the
12 fairness of the financial terms of the settlement. In fact,
13 everybody wants to be included. So we have -- in terms of
14 objections to the terms of the settlement, the only objection
15 we have is from Mr. Ignacio who says that the settlement
16 should include the amounts that individual nurses paid to buy
17 out their contracts or the liquidated damages payments.

18 We did not include --

19 THE COURT: Excuse me. Let me ask you about that.

20 Just to confirm, he uses the term "buyout," and I'm
21 drawing some inferences as to what he means by that, but I
22 wanted to confirm with you -- I think you are confirming it --
23 that what you understand that to mean is that if a nurse
24 wanted to leave before three years, they bought out the
25 contract.

1 MR. HOWLEY: Yes. And they did that by paying the
2 liquidated damages amount in the contract, and we did not
3 include a claim --

4 THE COURT: But they didn't necessarily pay the
5 whole amount when they made a settlement like with Ms. Tirol?

6 MR. HOWLEY: Yes, that's correct, Your Honor. And,
7 frankly, that's why we did not include that claim in the
8 complaint or in the class notice. It's because when we
9 investigated the claims at the beginning of the case, and when
10 we spoke to actual and potential class members during the
11 case, we discovered that there was no uniform payment. Most
12 of the nurses who paid worked for two years before paying, and
13 so their liquidated damages were \$8,666.66, which there was
14 some testimony in the case that Your Honor actually refers to
15 in the summary judgment decision where that might not be
16 sufficient -- that 8,600 and change payment may not be
17 sufficient to constitute serious harm because there were many
18 nurses who were willing to just pay that, and the actual
19 documented damages were close to \$5,000, so that was a tough
20 claim to pursue.

21 And then we looked at individuals who paid higher
22 amounts, and many of them signed releases, and so that would
23 have made it very difficult to bring a claim for reimbursement
24 of liquidated damages or buyout payments as a class claim, and
25 that's why we didn't include it in the complaint, in the

1 notice, or in our damages motion.

2 THE COURT: All right.

3 Counsel, then, let me just put on the record that I
4 do accept your response as sound. In my own review of the
5 underlying papers, the complaint, by the decisions, and so on,
6 confirms that indeed there simply never was a so-called buyout
7 claim in this case, and, therefore, that objection is not
8 sound.

9 Turning to the other objections, though, those who
10 you argue are not members of the class.

11 MR. HOWLEY: Yes. Well, two of the individuals,
12 Petronillo Reyes, who filed his objection as ECF Number 156,
13 and Riza Renomeron, whose objection is filed as ECF 159, were
14 both recruited and signed contracts well before the start of
15 the class period. In Mr. Reyes's case, he actually provided
16 me with a copy of his contract, which I included as an exhibit
17 to my declaration, and he was recruited in 2005 and signed the
18 contract in 2006, which is before the December 23, 2008, start
19 date of the class period, and his contract does not provide
20 for payment of the prevailing wage; it provides for a set
21 hourly rate. So our position is that he's not a member of the
22 class, and, even if he were, he would not be able to recover
23 damages for underpayment of the prevailing wage.

24 With respect to Riza Renomeron, she has not provided
25 us with a contract, and the defendants have told me that they

1 are unable to find it. She has provided a document related to
2 her immigration petition, which is dated May 30th, 2006, which
3 is two years before the start of the class period; and what
4 we've seen in this case is that before the defendants would
5 start the immigration process, the nurse had to file -- had to
6 sign a contract, and so we're confident that she must have
7 signed her contract prior to December 23, 2008, probably two
8 plus years before that date, and so we don't think she's in
9 the class either.

10 THE COURT: Let me ask you a question about that,
11 because I'm not sure I understand your basis for saying that
12 the defendants required nurses -- foreign nurses to sign
13 contracts before immigration petitions were filed. Didn't
14 Ms. Paguirigan, herself, file an immigration petition in 2007
15 which would signify that she was recruited before that date
16 and then not sign her employment contract until 2015?

17 MR. HOWLEY: That's a very good point, Your Honor.

18 What happened with Ms. Paguirigan, and a lot of
19 other nurses, is they signed the contract before their
20 immigration petition was filed, and then they signed a later
21 contract right before their interview because. As you may
22 recall, Your Honor, it takes several years.

23 I actually spoke to Mr. Reyes and asked him if he
24 had a second contract, and he said he thought he might, he
25 would look for it, but he did not produce a second contract to

1 me.

2 THE COURT: I understand your position with regard
3 to Mr. Reyes, but what about Ms. Paguirigan?

4 MR. HOWLEY: She has not produced any contract.
5 I've asked her to send me any contract she had, and the
6 defendants have told me that they have not been able to find
7 one.

8 THE COURT: Right, but how would I be able to
9 determine that her situation was like Mr. Reyes and not like
10 Ms. -- pronounce it again. I guess all these years I've been
11 pronouncing it as Paguirigan. Paguirigan?

12 MR. HOWLEY: Paguirigan is good, Your Honor.

13 THE COURT: Paguirigan, okay.

14 How would I determine that?

15 MR. HOWLEY: The problem is we have no evidence that
16 would put her in the class.

17 THE COURT: Well, you asked me to draw an inference.
18 You are asking me to draw an inference, and I am pointing out
19 how it might be difficult to draw that inference in light of
20 your own individual client's situation.

21 MR. HOWLEY: I think it's a fair inference, Your
22 Honor, because someone would have her contract. The
23 defendants would have it, or she would have it, if it
24 existed -- if a later contract existed.

25 THE COURT: But if an earlier contract would have

1 existed I would deny you.

2 MR. HOWLEY: I understand, Your Honor. The problem
3 is, we have no evidence to put her in the class.

4 THE COURT: Let me make some remarks and ask you
5 some questions about the situation with regard to Mr. Reyes.
6 So the issue I would like to ask counsel to address -- and by
7 the way, I think I will need -- and I will discuss that more
8 later -- some supplemental responses from counsel, but let me
9 just tell you what the questions are, and I will try to tell
10 you where I do feel like I have resolved the issues.

11 You've taken the position -- except for Ms. Ramirez
12 and Mr. Ignacio -- the other objectors are not members of the
13 class -- but the class definition, itself, is very, very
14 broad, so I'm interested in what the basis is for your
15 position that they're not in the class as opposed to being in
16 the class but not, for example, entitled to relief because of
17 the nature of the claims, and I may be asking you to look into
18 this.

19 Is it your position that the class definition must
20 be read in conjunction with the claims in the case? And, if
21 so, do you have any authority for doing that? For example --
22 and this applies to Petronillo Reyes' objection. I certainly
23 agree with you that the class complaint does not include
24 claims based on hourly rate errors as opposed to prevailing
25 rate errors, and then it addresses only the type of liquidated

1 damages clause contained in Ms. Paguirigan's contract, which
2 includes, among other things, the requirement that the
3 employee sign a confession of judgment, and it was a very
4 significant part of the complaint, and also of my liability
5 decision, and I do not see that kind of -- there is a
6 liquidated damages claim -- I mean, liquidated damages clause
7 in the earlier hourly rate contracts, but they use quite
8 different language, and they use language which I never
9 addressed or found illegal in my decision. Clearly, nurses
10 who are working under hourly rate contracts cannot recover in
11 this class action, and there would be no basis to object to
12 the settlement for those who can recover, and I agree with
13 that, but I am struggling a bit with the idea of how we treat
14 that as -- treat them as not numbers of the class.

15 And I would also say that I recognize that if
16 they're not members of the class, there are certain
17 consequences, including that they're not bound by the
18 judgment, or the settlement, or by the leases, and so on,
19 which would be appropriate, but it's a matter of how we talk
20 about it, so that is something -- I don't know if you want to
21 address that now or put that into the category of things you
22 will address for me later.

23 MR. HOWLEY: I would just like to clarify, Your
24 Honor, because I see two different issues. One is the class
25 definition required that the nurse was recruited by the

1 defendants in the Philippines and employed by the defendants
2 in the United States after December 23, 2008; and I think with
3 Mr. Reyes, he was recruited before and signed his contract
4 before December 23, 2008. With respect to the named plaintiff
5 and others, while the recruitment may have started prior to
6 that date, they signed contracts on or after that date, and so
7 that's why I think the named plaintiff is in, and Mr. Reyes is
8 not, but I think that's a separate question from the question
9 you are posing, which is if a person meets the definition of a
10 class member because they were recruited in the Philippines
11 and employed in the United States at any time since
12 December 23, 2008, are they not in the class because they
13 would have no damages, or are they in the class but don't have
14 damages, which are two different concepts.

15 Do I understand the issue correctly, Your Honor?

16 THE COURT: Yes.

17 MR. HOWLEY: Yeah, thank you.

18 I would prefer to address that thoughtfully in a
19 supplemental submission.

20 THE COURT: All right.

21 Go ahead, please, with the other --

22 MR. HOWLEY: Okay. With Sheryl Botin Tirol -- her
23 objection is filed at ECF number 160 -- she signed a release
24 of all claims against Sentosa Recruiting Agency and its
25 affiliates. Her contract wasn't produced in discovery. The

1 defendants have taken the position that since she released all
2 of her claims against Sentosa Recruiting Agency and its
3 affiliates, she doesn't have a claim and shouldn't be included
4 in the class.

5 THE COURT: Well, it raises an identical position.
6 Is the issue here that she's not in the class or that there is
7 a defense to her claim?

8 MR. HOWLEY: I understand, Your Honor.

9 THE COURT: Okay.

10 MR. HOWLEY: And then with -- there are three
11 individuals: Lani Maagad, whose objection is filed at ECF
12 155; May Angelique Palo, whose objection is ECF 158; and
13 Rosalie Reyes, whose objection is 163. They were recruited by
14 Immediate Home Care, which is not a defendant here, and I
15 understand that's why their contracts were not produced in
16 discovery, and they were not recruited by any of the
17 defendants.

18 THE COURT: Mr. Lipsius, did you have anything you
19 wanted to add before I respond? I can't hear you, sir.

20 MR. LIPSIUS: No, Your Honor. Nothing to add to
21 Mr. Howley.

22 THE COURT: All right.

23 Then, counsel, with respect to these objectors who
24 have now been named -- and there was one more, the newer
25 objection, did you mention her?

1 MR. HOWLEY: I have not mentioned her. I'm happy to
2 do so.

3 THE COURT: You want to do that first? Go ahead.

4 MR. HOWLEY: Evita Bello Rodriguez, which is -- her
5 objection was filed at ECF 173 -- this is a very unique
6 situation that Mr. Lipsius and I have been trying to figure
7 out. The defendants cannot find her contract. She has
8 produced a contract. The defendants do have payroll records
9 which they have sent to me, and I have gone through them, and
10 the payroll records show that for almost all of her -- she
11 worked the full three years, but she worked part-time. She
12 worked most of the time between 20 and 22 hours a week. There
13 were -- more than half the time she did not work -- she worked
14 less than 30 hours, and she did not work at all for 21 weeks,
15 including the entire month of November 2014; February, March,
16 April of 2015; and May of 2015.

17 I will just say briefly that Mr. Lipsius has told me
18 that his clients believe she was she was basically taken off
19 the full-time employment track because she had medical issues
20 in her family to deal with. I was able to speak to her about
21 an hour ago -- she responded to me -- and she admitted to me
22 that there were -- that she, herself, was sick for a
23 significant period of time, and she went back to the
24 Philippines because her mother died, and she stayed there for
25 several months, and when -- so she -- she was taken off the

1 full-time track, and the contract requires that she work
2 full-time, and when she ended three years of part-time
3 employment, she did not pay anything. That's what I learned
4 from her today.

5 So, you know, between what Mr. Lipsius was able to
6 gather from his clients and the payroll records that we both
7 saw, basically, over the weekend, and my conversation with her
8 today, it seems like she's a very unique case, and I'm not
9 entirely sure what to do with her, because I have just pulled
10 together this information over a holiday weekend.

11 THE COURT: Fair enough. She filed her objection
12 late, and I understand you might not have had enough time.

13 All right. Anything else that either of you want to
14 say about this before I discuss anything further?

15 MR. HOWLEY: No, Your Honor. That's all I have.

16 THE COURT: All right.

17 Counsel, I don't know why, but I can't hear you.

18 MR. LIPSIUS: Can you hear me now? I apologize.

19 I don't know if Mr. Howley wants to raise it at this
20 point, but we may be able to come to a resolution just for
21 some sum of money, and I said maybe just to get this moving we
22 discuss that, and I don't know if Mr. Howley wants to discuss
23 it at this point until it's finalized.

24 THE COURT: Are you talking about Ms. Palo, or other
25 objectors?

1 MR. HOWLEY: There are two objectors where the
2 defendants got offers to settle their claims. One is Eunice
3 Ramirez, which we've addressed in our papers, and Ms. Ramirez
4 has told me she's willing to accept that. The other is Evita
5 Bello Rodriguez, who we were just discussing. Mr. Lipsius has
6 proposed settling that claim as well because it's kind of an
7 unusual claim, and rather than hold up the settlement, I have
8 discussed that with Ms. Rodriguez, she's interested in it, but
9 I think if we are going to do a supplemental submission, I
10 would rather put that all in paper than get into a description
11 of what might happen.

12 THE COURT: Yes, okay.

13 So when I read your papers, I concluded that I
14 really couldn't resolve some of these objections without
15 further explanations from counsel. I have some specific
16 questions that I will put to you now that may guide you in
17 your providing supplemental information, but the bottom line
18 is that the record currently before me is insufficient for a
19 determination.

20 So with respect to Maagad, Palo, and Reyes, these
21 three objectors submitted employment contracts with Immediate
22 Home Care, quote, "in collaboration with," closed quote, other
23 agencies, and I understand your response to be twofold; that
24 these objectors have no contract with the defendant in this
25 case, and they were not recruited by the defendants.

1 Now, Ms. Ramirez, who you accept as a member of the
2 class, had a contract with Woodmere, also not a defendant. I
3 think counsel will have to explain how you distinguish them.

4 Second question. Berish Rubinstein, who is a
5 defendant here, signed the contracts as managing partner of
6 Immediate. And Bent Philipson, also a defendant here, signed
7 on behalf of the collaborating entities.

8 How does that affect your position here?

9 And then I have no idea what your basis for saying
10 that they weren't recruited by the defendants is, and I don't
11 know how that can be resolved, so I think you need to look at
12 that.

13 I won't say anything further about Evita Joy
14 Rodriguez since we just discussed that and you think you may
15 have a resolution.

16 Obviously, if I'm not satisfied with your responses,
17 this settlement, which, otherwise, I think is excellent, may
18 fall apart. I can't control that. It's really up to you. We
19 will then have to go back to the lawsuit and continue with the
20 litigation.

21 So my thought is that I should give you 30 days from
22 today to file supplemental responses; and then after I review
23 your supplemental papers, I will decide whether I need to
24 continue this hearing.

25 Let me just see. I think I may have some additional

1 points that we didn't get to in the earlier discussion. Let
2 me just check.

3 (Pause.)

4 THE COURT: With regard to Ms. Renomeron, I would
5 like you to lay out more fully what your position is as to why
6 I should draw one inference as to her despite the fact that
7 Ms. Paguirigan seems to fall into a different category. And
8 how would I know when someone has signed one contract versus
9 two?

10 Now, with regard to the -- Ms. Botin Tirol, the
11 woman who signed a release with the defendants, I have a
12 number of questions.

13 To begin with, she signed a release that you
14 provided settling with defendants Sentosa Recruitment Agency
15 and its affiliates, officers, and directors; and you say that
16 the defendants in this case are all such affiliates.

17 By the way, I should say, she indicates that she
18 sent documents to Mr. Howley that -- or maybe Mr. Howley told
19 me that in response, that you received documents that she
20 didn't send to the Court, so I think it might be helpful if
21 Mr. Howley provides those documents to me.

22 So first question with regard to her, in the release
23 which you provide, it says she voluntarily terminated her
24 contract with Sentosa. I don't have the settlement agreement.
25 I just have a release. I don't know what was exchanged.

1 Mr. Howley's email to her of December 1st, 2021, says just
2 that her claim is based on a buyout -- which we have now
3 discussed what a buyout is -- but I would like to know -- and
4 if her claim -- excuse me -- if her objection is based solely
5 on a buyout claim, I would agree that she isn't in the class
6 whether she settles her claim or not -- that's the end of
7 it -- but is her claim limited to damages from a buyout, which
8 would now be a valid objection, or is she also making a
9 prevailing wage claim and be in the situation of Mr. Ignacio?
10 And, frankly, I can't tell.

11 My second question is: What is your basis for
12 treating all the defendants -- the corporate defendants and
13 the individuals -- as affiliates who are released, assuming
14 that she does have a prevailing wage claim?

15 Third question: Why would the defendants all be
16 affiliates for this purpose but not be included where other
17 objectors who were employed by other entities owned by the
18 individual defendants?

19 And, again, as I said earlier, I think with respect
20 to this objector, we have an issue with whether she's actually
21 in the class, but -- if there's a valid defense or not.

22 And I will ask you to get a transcript of this
23 proceeding, which I'm sure you will, and also to post the
24 transcript on the website in the case.

25 Finally, however these objections are ultimately

1 resolved, I do have a couple of questions for Mr. Howley based
2 upon his correspondence with Mr. Botin Tirol in responding to
3 her objection.

4 On December 1st, 2021, you wrote an email to her,
5 quote, "Unfortunately, you are not a member of the class. The
6 class was defined four years ago, and there are strict time
7 limits on asserting claims," closed quote.

8 And in a later email on the same day, you wrote,
9 quote, "I understand your disappointment. The judge awarded
10 damages based on underpayments of wages. She did not award
11 any damages based on buyouts. It is strange and it is
12 complicated, but the judge determined that some nurses were
13 underpaid, while other nurses who worked during this same
14 period were not under paid."

15 So I understand your statement that I did not award
16 any damages based on buyouts, but my question is what was your
17 basis for saying that there were time limits that affected her
18 membership in the class? And what was your basis for saying
19 that the judge determined that some nurses were underpaid
20 while other nurses who worked during the same period were not
21 underpaid? What court decision, or anything that I said
22 orally, or any other way are you relying on?

23 MR. HOWLEY: Your Honor, I would like to go back and
24 look at the whole string of emails with her --

25 THE COURT: Okay.

1 MR. HOWLEY: -- because I -- I don't have an answer
2 off the top of my head.

3 THE COURT: All right.

4 So, as I said, counsel, I thought since these are
5 serious questions and may require some significant work on
6 your part, I would like to give you 30 days to file
7 supplemental responses.

8 Victor, do we have a calendar date for that?

9 THE COURTROOM DEPUTY: Yes. That would be the 22nd
10 of March, which is a Tuesday.

11 MR. HOWLEY: Your Honor, I don't think we will need
12 30 days.

13 THE COURT: That's good. If you need less time --

14 MR. HOWLEY: Yeah, I think we can do it in 14.

15 THE COURT: All right. So do you want to set a
16 deadline of 14?

17 What is that date, Victor?

18 THE COURTROOM DEPUTY: March 8th.

19 THE COURT: Very good.

20 Okay. I don't mean to stop you if there's something
21 you want to add now, otherwise --

22 MR. HOWLEY: Not for me, Your Honor.

23 THE COURT: Mr. Lipsius?

24 THE COURTROOM DEPUTY: You're muted, sir.

25 THE COURT: Now he's muted.

1 MR. LIPSIUS: Nothing for me, Your Honor.

2 Thank you.

3 THE COURT: All right.

4 Thank you, counsel.

5 All right. Was there anything else we can do today?

6 MR. HOWLEY: No, thank you, Your Honor.

7 THE COURT: Okay. All right. Thank you very much,
8 counsel.

9 THE COURTROOM DEPUTY: Thank you, sir.

10 Let me just check to see if my law clerk has any
11 messages for me.

12 The magic of text. I don't see anything.

13 Nope. Very good. Okay. All right, counsel.

14 Thank you.

15 MR. HOWLEY: Thank you, Your Honor.

16 THE COURTROOM DEPUTY: Thank you, Denise.

17 (Matter concluded.)

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21 I certify that the foregoing is a correct transcript from the
22 record of proceedings in the above-entitled matter.

23 /s/ Denise Parisi

February 25, 2022

24 _____
DENISE PARISI

DATE

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