IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

MOHAMMED HAMMED ET AL
Vs.
FATHI YUSUF ET AL

Plaintiff
Defendant

CASE NO. SX-12-CV-370

ACTION FOR: DAMAGES

NOTICE
OF
ENTRY OF JUDGMENT/ORDER

TO: JOEL H. HOLT, ESQ.; CARL HARTMANN, III ESQ. Esquire
NIZAR A. DEWOOD, ESQ.; GREGORY H. HODGES Esquire
MARK W. ECKARD, ESQ.; JEFFREY B.C. MOORHEAD Esquire

HON. EDGAR ROSS (edgarrossjudge@hotmail.com)

Please take notice that on FEBRUARY 27, 2015 Order was entered by this Court in the above-entitled matter.

Dated: February 27, 2015

ESTRELLA GEORGE (Acting)
Clerk of the Superior Court

By: FIKISHA HARRIS
COURT CLERK, II

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

MOHAMMED HAMED by his authorized agent WALEED HAMED, Plaintiff/Counterclaim Defendant, v. FATHI YUSUF and UNITED CORPORATON, Defendants/Counterclaimants v. WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC. Counterclaim Defendants.	CIVIL NO. SX-12-CV-370 ACTION FOR DAMAGES, etc.

ORDER DENYING STAY PENDING APPEAL

THIS MATTER is before the Court on Fathi Yusuf's Motion for Stay of Portions of January 7, 2015 Order Pending Appeal ("Motion") and accompanying Brief in Support ("Brief"), filed January 30, 2015;Plaintiff's Opposition, filed February 4, 2015, and Defendant's Reply, filed February 10, 2015. For the reasons that follow, Yusuf's Motion will be denied.

Defendant Yusuf brings his Motion relative to his appeal of this Court's Order Adopting Final Wind Up Plan ("Order"), entered January 7, 2015. Yusuf's appeal to the Supreme Court of the Virgin Islands by Notice of Appeal was filed January 28, 2015 (docketed as S. Ct. Civ. No. 2015-00009).

Defendant appealed the Order on four bases, arguing that the Court committed error in 1) "cobbling together provisions from the Partners' competing plans;" 2) allowing Hamed "...to purchase assets associated with the Plaza Extra-West store;" 3) approving a plan which relied on

the validity of "...the disputed lease between Plessen Enterprises, Inc. and KAC367, Inc.;"[1] and 4) "...requiring the purchaser of the Plaza Extra-Tutu Park store to pay the non-purchasing partner 50% of the legal costs incurred in the 'Tutu Park Litigation,' as defined at page 6 of the Plan." Notice of Appeal, at 2.

Yusuf asks the Court to stay "[t]he provisions of the Plan relating to Plaza Extra-West, at pages 5-6 of the Order and pages 6-7 of the Plan, which give Hamed the exclusive right to purchase the inventory and equipment of the Plaza Extra-West..." Defendant argues that the challenged lease between Plessen and KAC357, Inc. is "the lynchpin of the transfer of ownership and right to operate Plaza Extra-West." Motion, at 2. Defendant reargues that "...this Court erred when it found the self-dealing Lease was intrinsically fair to Plessen... and, because of that, has a reasonable chance of success on the merits." Reply, at 5.

Applying the test for determining whether to stay an order, which Yusuf correctly states is identical to the test for a preliminary injunction, Yusuf argues that he will be irreparably harmed in the absence of a stay if the Supreme Court rules that the Plessen Lease is invalid, as he will have lost the opportunity to acquire the partnership assets associated with Plaza Extra-West. *See* Motion, at 8-9.

Defendant also asks the Court to stay that portion of the Order, located at page 5 of the Plan "which provides that... the Liquidating Partner continue paying... the inflated salaries of Hamed's sons..." for 120 days following the Plan's Effective Date. Motion, at 3. Yusuf argues that the partners never agreed to such payments and, if forced to make these payments, Yusuf

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[1] Defendant Yusuf also appealed (S.Ct. Civ. No. 2015-0001) this Court's July 22, 2014 "Opinion and Order Denying Yusuf's Motion to Nullify Plessen Enterprise Inc.'s Board's Resolutions," and December 5, 2014 "Opinion and Order Denying Yusuf's Motion for Reconsideration." See Notice of Appeal, filed January 5, 2015.

would find it difficult to recoup such sums if the Supreme Court finds them to be unlawful payments. Motion, at 8-9.

Finally, Defendant asks the Court to stay the portion of the Order requiring "...the partner acquiring the store [Plaza Extra-Tutu Park] by closed auction reimburse the other partner for one half of all legal fees incurred to date in the 'Tutu Park litigation'" Motion, at 4. Yusuf argues that it would be difficult to recover those sums if the Supreme Court finds that this Court committed error by requiring such payments from the acquiring partner. Motion, at 9.

DISCUSSION

Courts in the Virgin Islands consider the following to determine whether a party is entitled to a stay pending appeal: "(1) whether the litigant has made a strong showing that he is likely to succeed on the merits; (2) whether the litigant will be irreparably injured absent a stay; (3) whether issuance of the stay will substantially injure the other parties interested in the proceedings; and (4) where the public interest lies." *Tip Top Constr. Corp. v. Gov't of the V.I.*, S. Ct. Civ. No. 2014-0006, 2014 V.I. Supreme LEXIS 15, at *2 (V.I. 2014) (unpublished) (citing *In re Najawicz*, S. Ct. Crim. Nos. 2008-0098, 0099, 2009 V.I. Supreme LEXIS 2, at *5-6, (V.I. Jan. 8, 2009)) (unpublished).

A. The Court will not stay the provisions of the Plan relating to Plaza Extra-West

The Virgin Islands Supreme Court has noted that courts are heavily split as to whether to apply "a sequential injunction test," the standard used by the United States Court of Appeals for the Third Circuit, where all four factors must be satisfied in full, or a "sliding-scale test," where the four factors are balanced and weighed. *See Yusuf v. Hamed*, 59 V.I. 841, 847-48 n.3 (V.I. 2013) (collecting cases). However, the Court implied a preference for the sliding scale test, stating

that "[i]f we were to ultimately adopt the 'sliding-scale test' — the same test we have employed in the past to determine whether to grant a stay or injunction pending appeal…" the Court would reach the same result. *Tip Top*, 2014 V.I. Supreme LEXIS 15, at *9. Therefore, this Court will apply the sliding scale test to determine whether to grant a stay.

1. Yusuf has not made a sufficient showing that he is likely to succeed on the merits.

Defendant has not made a strong showing that that he is more likely than not to succeed on the merits with respect the portions of the Order regarding Plaza Extra-West. First, with respect to the appeal giving rise to the Motion (S. Ct. Civ. No. 2015-00009), Defendant does not challenge the intrinsic fairness of the Plessen Lease or the law the Court applied in finding that the Plessen Lease was intrinsically fair. Rather, Defendant challenges the Court's Order winding up the partnership wherein "Hamed will purchase from the partnership the following elements of the existing business operation known as Plaza Extra-West: inventory at one half of the landed cost and the equipment its depreciated value, as mutually determined by the Partners." Wind Up Plan, at 6.

Yusuf offers no controlling law or compelling arguments to show that the Court erred in fashioning the Plan for distribution of partnership assets in a manner that the Court believes to be fair to the partnership and both partners. Instead, for the third time, Defendant restates his arguments and case law, arguing that the Court should have declared the Plessen Lease void. This is the subject of the appeal in S. Ct. Civ. No. 2015-0001, but is not the subject of the appeal upon which Defendant bases his Motion for stay. As such, Yusuf fails to demonstrate that he is likely to prevail on the merits that the Court erred in crafting a wind up plan to conclude this fiercely contested partnership dissolution litigation and that he is entitled to a reversal of the Order.

Even accepting the proposition that the Lease and the Wind Up plan are inherently related, and addressing together the issues involved with both pending appeals, Defendant Yusuf has not met his burden to make a strong showing that he will succeed on the merits. The Supreme Court has addressed the issue of stay pending appeal in two controlling cases that bear few similarities to the present matter. In *First American Development Group/Carib, LLC., v. West LBAG*, S. Ct. Civ. No. 2012-0023, 2012 V.I. Supreme LEXIS 39 (V.I. April 30, 2012), the Court examined a "close case" as to whether the appellant had demonstrated a likelihood of success on the merits:

> Here, First American presents "serious legal question[s]" — whether the trial court impermissibly ignored record evidence when granting WestLB summary judgment on First American's claims against it, and whether the trial court failed to accept First American's impossibility-of-performance defense to the foreclosure claim.

Id at 13 (unpublished), citing *In re Najawicz*, 2009 V.I. Supreme LEXIS 2, at *6.

The current appeals lack a "serious legal question" comparable to the trial court's issuance of summary judgment while ignoring a portion of the record evidence. Rather, on a set of undisputed facts, the Court here applied the widely accepted legal test for determining the intrinsic fairness of the actions of the self-interested majority of a corporate board against a minority shareholder. While Defendant Yusuf forcefully disagrees with the Court's determination, he has not offered any other case law, controlling or persuasive, that demonstrates the likelihood that the Court's ruling is in error. The effect of a stay pending the resolution of Defendant Yusuf's two appeals will be to further delay the winding up of the Hamed-Yusuf partnership to the detriment of both partners.

The Supreme Court's decision to stay the Superior Court's Order in *Tip Top* does not lead to the conclusion that Yusuf has met his burden with respect to a showing of the likelihood of success on the merits here. In *Tip Top,* the Court held that "...the Superior Court believed that Tip

Top was not entitled to a preliminary injunction *solely* because it believed Tip Top is not likely to succeed on the merits." *Tip Top*, 2014 V.I. Supreme LEXIS 15, at *8, emphasis in original. There was a factual dispute as to whether the committee evaluating contractors' bids had made sufficient written determinations and performed the correct analysis when rejecting Tip Top's bid solely because it was mathematically unbalanced. The Superior Court failed to adequately analyze whether Tip Top's mathematically unbalanced bid provided sufficient written justification for the committee to reject its bid. Because the mathematical imbalance of the bid standing alone did not justify rejection, and the evidence did not show that the committee had properly considered Tip Top's mathematically unbalanced bid, Tip Top had shown a substantial case on the merits warranting an injunction pending appeal. *Id.* at 13.

In this case, Defendant argues that the Lease is unfair because it "forced Hamed and Yusuf to be in business together for up to 30 years…and it encumbers the Plaza Extra-West land and improvements in such a way as to make it impossible for Hamed and Yusuf to conduct a closed auction…" which, according to Defendant "…is the only equitable means to transfer the store." Motion, at 6.

Defendant offers no statute, case law or secondary source which would show that he has a "better than not" chance of success on the merits of his appeal relative to the Court's Order crafting the Wind Up Plan. Yusuf makes clear that he simply seeks the Court's adoption in full of his proposed plan, as opposed to Plaintiff's – an action the Court declined to take in light of the factual history and nature of the partnership. Yusuf's conclusory averment does not rise to the standard necessary to show the likelihood that he will succeed on the merits.

With respect to the issue of the Lease, the Court offered its detailed analysis giving rise to the conclusion that the Plessen Lease was intrinsically fair to Plessen and its minority shareholder, both in the original Opinion and Order and in response to Defendant's Motion for Reconsideration. Defendant has not offered any new evidence or case law showing that the Court committed "clear error in finding that the Lease backed by the personal guarantee of Hamed is intrinsically [un]fair to Plessen" or that the Court erred in combining portions of the competing wind up plans to craft a plan that achieves a fair outcome to both partners. Motion for Reconsideration, at 5.

Therefore, the Court finds that Defendant has not established the likelihood of his success on the merits and finds that the first factor weighs against Defendant.

2. Defendant will not be irreparably injured absent a stay.

In reviewing this second factor, the Court must distinguish between Defendant's two appeals – the first, an appeal of the Court's denial of Yusuf's motion to nullify the Plessen Lease; and the second, an appeal concerning the Order crafting the Wind Up Plan and its resulting effects.

As to this Motion concerning the second appeal, the pertinent issue is the potential harm to Defendant if the Court denies the stay and permits the implementation of the Wind Up Plan. Defendant argues that his "... appeal would be rendered moot..." and that is "well-settled" that when an appeal will be rendered moot, a court must grant a stay. Motion, at 7. To the contrary, however, "the majority of cases that have considered the issue have held that the risk that an appeal may become moot does not by itself constitute irreparable injury." *In re Convenience USA, Inc.*, 290 B.R. 558, 563 (Bankr.M.D.Ala. 2003) (collecting cases).

It is not certain that the implementation of the Wind Up Plan as ordered will have the effect of mooting Defendant's appeal. Defendant challenges the method the Court used in combining

different parts of the competing proposed plans, but only seeks a stay with regard to the transfer of ownership and buyout of Plaza Extra-West. Because Defendant challenges the methodology of combining components of the parties' proffered plans, an appellate determination of error would presumably result in an order striking in its entirety the plan crafted pursuant to such flawed methodology. As such, Yusuf's request that the Court stay only that portion of the plan with which he disagrees is inconsistent with his claim of error.

Further, if parts of the Wind Up Plan are effectuated now, and Yusuf were to later succeed on his appeal, various measures could subsequently be implemented by judicial order to return the parties to the status quo ante existing prior to the effective date of the plan.[2] As such, Yusuf's claims will not be rendered moot, even if he were to succeed on appeal.

As to the issue of irreparable harm separate from mootness, Yusuf argues that "...the risk of losing a property interest is the kind of irreparable harm that will warrant imposition of a stay of an order during the pendency of an appeal." Motion, at 8 (citing *Martin v. Banco Popular de Puerto Rico*, 2009 U.S. Dist. LEXIS 73672, at *7-8 (D.V.I. 2009). The *Martin* case relied on RESTATEMENT (SECOND) OF CONTRACTS §360, which does not represent binding authority. *See Banks v. Int'l Rental and Leasing*, 55 V.I. 967 (V.I. 2011).

Even viewed as persuasive authority, the District Court's holding in *Martin* only applied to the transfer of land. ("Contracts for the sale of land have traditionally been accorded a special

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[2] The Supreme Court, in *Tip Top*, discussed restoring parties to the status quo when an administrative agency committed errors concerning the bid procurement process *Tip Top Construction Corp. v. Gov't of the Virgin Islands, 60 V.I. 724, 733 (V.I. 2014)*("the disappointed bidder is only entitled to restoration of the status quo prior to the illegal act, which, in this case, would entail re-opening the procurement process so that the procuring agency may issue a new decision pursuant to procedures that are consistent with the law." *See, e.g., Turner Constr. Co. v. United States*, 645 F.3d 1377, 1388 (Fed. Cir. 2011) (identifying returning the contract process to the status quo ante as the remedy for an illegal procurement decision); *Beta Analytics Int'l, Inc. v. United States*, 69 Fed. Cl. 431, 434-35 (2005) (ordering re-procurement as remedy for review of proposals pursuant to illegal procedure)).

place in the law of specific performance. A specific tract of land has long been regarded as unique and impossible of duplication by the use of any amount of money. Furthermore, the value of land is to some extent speculative. Damages have therefore been regarded as inadequate to enforce a duty to transfer an interest in land, even if it is less than a fee simple.") RESTATEMENT (SECOND) OF CONTRACTS §360, comment e.

The correct standard regarding the propriety of a stay order to avoid alleged irreparable harm has been adopted by courts in the Virgin Islands and throughout the United States, as articulated by the Fifth Circuit:

> The key word in this consideration is *irreparable.* Mere injuries, however substantial, in terms of money, time and energy necessarily expended in the absence of a stay, are not enough. The possibility that adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation, weighs heavily against a claim of irreparable harm."

Morgan v. Fletcher, 518 F.2d 236, 240 (5th Cir. 1975), *quoted in Gladfelter v. Fairleigh Dickinson Univ.,* 25 V.I. 91, 98 (V.I. Terr. Ct. 1990).

In this appeal, the purported "transfer of an interest in land" in issue is actually a right to purchase partnership assets and to exclusively operate the Plaza West store thereafter. Unlike an interest in land, the right to purchase assets and operate a business is not unique and any alleged harm is quantifiable, as demonstrated by the fact that the Plaza Extra stores are currently being appraised for value, as agreed by both partners.

By his Opposition, Hamed argues that if the Supreme Court voids the Lease "...the only result would be to close the Plaza West store since the partnership has no leasehold interest to do anything else." Opposition, at 4. While not agreeing that closure of Plaza West is the only possible result in the event that Yusuf succeeds on appeal, the Court finds that the potential harm to Yusuf is not irreparable; Yusuf can be made whole again through monetary damages. *See Gov't Guar.*

Fund of Fin. v. Hyatt Corp., 34 V.I. 274, 279 (D.V.I. 1996) ("Hyatt's arguments confirm that any potential harm it may suffer can be reduced to a sum of dollars. Hyatt thus will not suffer irreparable harm because it can be adequately compensated with money").

In consideration of whether Yusuf will suffer irreparable harm if the Plessen Lease is nullified on appeal, the Court considers how immediate and defined the potential harm must be:

> In *Direx Israel, Ltd. v. Breakthrough Medical Corp.*, 952 F.2d 802 (4th Cir.1991), the court reviewed the meaning of irreparable harm in the context of deciding whether to grant preliminary injunctive relief. The court pointed out that the "irreparable harm" which is required must be neither remote nor speculative, but must be actual and imminent. Moreover, quoting from an earlier case, the court stated: "Establishing a risk of irreparable harm is not enough. A plaintiff has the burden of proving a clear showing of immediate irreparable injury." *Direx,* 952 F.2d at 812.

In re Convenience USA, Inc., 290 B.R. 558, 563 (Bankr. M.D.N.C. 2003).

Yusuf argues that "...it will become next to impossible for the Supreme Court to reverse this transfer of ownership of the business and grant meaningful relief to Yusuf" without a stay of the Order by which Hamed will purchase Yusuf's 50% ownership interest in Plaza West. Motion, at 9.

Yusuf's argument is unpersuasive. First, it is not apparent that the harm Yusuf foresees is non-speculative, actual and imminent. By his Reply, Yusuf suggests that the existence of the Lease forces the two parties to stay in business for up to 30 years. Reply, at 4. He does so by treating the business affairs of Plessen, with its separate corporate identity, as inextricably linked with the partnership. However, the Court must treat Plessen as a third party landlord and the Plaza West store and its assets as partnership property. It would be speculation to attempt to predict how the business affairs of Plessen will play out over the years, and the issues of that non-party's future

business is not before the Court. Rather, the sole concern must be the best interests of the Hamed-Yusuf partnership and not Plessen.

If the Supreme Court on appeal were to nullify the Plessen Lease while it upheld the Wind Up Plan, Hamed would still be the lawful operator of Plaza Extra-West but would need to renegotiate a new lease with Plessen. That separate negotiation could result in any number of outcomes - all of which at this point are no more than speculation.

Further, if Yusuf were to prevail on appeal and the Plessen Lease were voided and the approved Wind Up Plan overturned, any harm suffered by Yusuf would not be irreparable. Courts in the Virgin Islands have had multiple opportunities to define what constitutes irreparable harm. In *Tip Top*, the Supreme Court found that "...the inability to fairly compete for a government contract constitutes irreparable harm..." *Tip Top*, 2014 V.I. Supreme LEXIS 67, at *6, n 2. In *First American*, the Supreme Court granted a stay pending appeal without which the appellant would be "...irreparably injured by the sale of property that it currently owns." *First American,* 2012 V.I. Supreme LEXIS 39, at *13.

However, in *Hyatt Corp*, the District Court found that all of appellant's claims "...confirm that any potential harm it may suffer can be reduced to a sum of dollars. Hyatt thus will not suffer irreparable harm because it can be adequately compensated with money." *Hyatt Corp.*, 34 V.I. at 279, citing cases and treatise. "The fact that Hyatt alleges that such damages may not be recoverable from [the defendant] does not change the conclusion that Hyatt has an adequate remedy at law in the unlikely event that it prevails on appeal." *Id.*

In this case, any losses of Yusuf can be quantified in monetary damages. For example, Yusuf argues that, if this matter is not stayed, "...the inventory and equipment may no longer be

available for the ultimate purchaser of the store..." Reply, 4-5. Yet, inventory and equipment are subject to valuation and are clearly compensable in the event that Yusuf prevails on appeal.

If Yusuf is successful on appeal, any losses to Yusuf will be determined over that period of weeks or months when Hamed and his agents exclusively operated Plaza West without Yusuf's participation. Any such potential losses can be rectified through an award of money damages. For the reasons noted, the Court finds that Yusuf will not suffer immediate and irreparable harm if the Court denies his Motion for stay pending appeal.

3. The issuance of a stay will not substantially injure other interested parties.

In his Opposition, Hamed states that any stay of the Wind Up Plan as related to Plaza West will prevent the partnership from completing its final accounting. Opposition, at 7. Additionally, Plaintiff argues that Yusuf, although an equal partner, will have full power over partnership assets and affairs, as the Liquidating Partner and as the partner designated to purchase and obtain exclusive control over Plaza East, while Hamed is denied the right to purchase and control Plaza West. *Id.* While the stay would further delay and make more inconvenient the long-pending process of winding down the partnership business operations, the Court is not convinced by Plaintiff's concerns. All parties will benefit from the early resolution of the disputed issues, but a stay of the process pending appeal would not result in harm that can be deemed "substantial." As such, this third factor does not weigh against Yusuf. .

4. The public interest favors an expedited resolution and wind up of the Partnership.

The Court finds that it is in the public's interest to ultimately timely resolve outstanding differences between these former partners and family members. Any delay in achieving final resolution impedes the Court system as the filings of these parties have been prodigious in volume

and frequency, depriving other litigants of the attention their files merit. It is in the public's interest to have the business assets of this partnership distributed and the partnership wound up in an expeditious fashion. The Wind Up Plan adopted by the Order will do so timely and effectively, so that this litigation and the winding up of the partnership be delayed no longer than necessary.

Yusuf's argues that "the public has an interest in proper enforcement of the rules against self-dealing by directors of a corporation..." Motion, at 10. Because the self-dealing of the Plessen directors is intrinsically fair to its minority shareholder, the public interest is not served by delaying the resolution of the winding up of the affairs of the partnership. Prompt resolution will serve the public interest in the efficient and effective resolution of matters in litigation and management of the Court's docket. The public interest is further served by the preservation of three effectively managed supermarkets without payroll interruption, staff shortages, or internal strife; and with the assurance that the hundreds of employees of the Plaza Extra stores in the Virgin Islands will remain gainfully employed and that the consuming public will not be deprived of these commercial mainstays upon which it has come to rely.

Therefore, the Court finds that public interest favors denying Yusuf's Motion for a stay of the Court's Order adopting the Wind Up Plan.

B. The Court will not stay the portion of its Order relating to paying Hamed's sons for 120 days following the Effective Date.

Yusuf also asks the Court to stay the portion of the Order, at page 5 of the Plan, "which provides that... the Liquidating Partner continue paying... the inflated salaries of Hamed's sons..." for 120 days following the Effective Date. Motion, at 3. Yusuf argues that the partners

never agreed to such payments and, if forced to make these payments, Yusuf would find it difficult to recoup such sums if the Supreme Court finds them to be unlawful payments. Motion, at 8-9.

As to this issue, the parties have recently filed a Stipulation, approved by the Court, to the effect that once a partner receives possession of one of the three Plaza Extra stores "...there is no requirement to further employ (or pay) the other partner's family who were employed at that store." Stipulation, February 17, 2015. This Stipulation supersedes the 120 days provision in the Order and renders this issue moot.

C. The Court will not stay the portion of the Order relating to the legal fees concerning the Tutu Park litigation.

Yusuf asks the Court to stay the portion of the Order requiring "...the partner acquiring the store [Plaza Extra-Tutu Park] by closed auction reimburse the other partner for one half of all legal fees incurred to date in the 'Tutu Park litigation.'" Motion, at 4. Yusuf argues that it would be difficult to recover these sums if the Supreme Court finds that the Court committed error by requiring such payments from the acquiring partner. Motion, at 9.

This portion of the Wind Up Plan requires an accounting to determine a specific dollar amount to be reimbursed. As a sum certain, an award of damages can be readily determined in the event that Yusuf is successful in his appeal of this issue. Therefore, this factor does not weigh in Yusuf's favor as there is no prospect of irreparable harm to Yusuf.

The other three factors considered relative to this portion of the Wind Up Plan weigh neither for nor against granting a stay, such that no additional analysis is required.

On the basis of the foregoing, it is hereby

ORDERED that Fathi Yusuf's Motion for Stay of Portions of January 7, 2015 Order Pending Appeal is DENIED.

Dated: February 27, 2015

DOUGLAS A. BRADY
Judge of the Superior Court

ATTEST:

ESTRELLA GEORGE
Acting Clerk of the Court

By: _____
Court Clerk Supervisor 2/27/15