Midland Funding LLC v Loreto

Decided on February 23, 2012
Civil Court of the City of New York, Richmond County

Midland Funding LLC d/b/a IN NEW YORK AS MIDLAND FUNDING OF DELAWARE, Plaintiff

against

Giovanna Loreto, Defendant.

008963/11

Plaintiff

Pressler & Pressler

305 Broadway, 9th floor

New York, New York 10007

Defendant

Self Represented

Philip S. Straniere, J.

Plaintiff, Midland Funding LLC DBA In New York as Midland Funding of Delaware LLC, commenced this action against the defendant, Giovanna Loreto, alleging that the defendant had failed to make payments on a consumer credit agreement. Defendant appeared and answered. Plaintiff is represented by counsel. Defendant does not have counsel. Defendant's answer raised no defense other than that she is "unemployed" and that her source of income is "SS" (presumably social security).

Currently before the court is plaintiff's motion for summary judgment. Defendant has neither submitted written opposition to the motion nor appeared on the return date to either oppose it orally or request an adjournment. However, for the reasons set forth below the motion must be denied.

The complaint indicates that this account originated with "Citibank" and was taken by assignment by plaintiff "Midland Funding LLC DBA In New York As Midland Funding of Delaware LLC." Yet the papers attached to this motion refer to an assignment [*2]of the debt from Citibank (South Dakota), NA to Midland Funding LLC, not necessarily the same legal entities. Plaintiff has provided no proof that they are the same entities and because both "Citibank" and "Midland" do business under several different names properly identifying the entity originating the credit, selling the debt and bringing this action is essential.

In fact, the two monthly statements produced in support of this motion are for a "Sears Premium Card," with payments to "Sears Credit Cards" at an address in Columbus, Ohio. The monthly statement also discloses that "This Account is issued by Citibank (South Dakota), NA." It also directs inquiries in regard to the account to be made to a Post Office Box in Sioux Falls, South Dakota. An unanswered question is whether the original creditor was Citibank, or whether it was initially a Sears account purchased by Citibank. Because there is no copy of the original application or credit agreement, it is impossible to determine whether plaintiff is in compliance with all applicable law.

ISSUES PRESENTED:

A. Is there any proof of the underlying assignment?

The complaint alleges the underlying consumer credit account was sold by Citibank to Midland Funding LLC. Attached as an exhibit to the motion is a "Bill of Sale and Assignment" from Citibank (South Dakota), NA and an "Asset Schedule" alleging that this account was one of many included in a Bill of Sale and Assignment dated August 20, 2010 and packaged with an undisclosed number of other accounts in a Purchase and Sale Agreement between Buyer and Bank with the date "redacted" (emphasis added). Likewise the "Asset Schedule" states: "The individual Accounts transferred are described in the final electronic file delivered by the Bank to Buyer on or around August 18, 2010 the same deemed attached here to by reference." The remainder of this document is also "redacted" (emphasis added). Neither document contains any reference to this specific account nor discloses how many "accounts" were included in the transfer. Neither exhibit discloses the amount of consideration, if any, tendered by Midland to Citibank. This confirms that plaintiff has adopted "Guys & Dolls" character Big Jule's "spotless dice" logic to consumer credit transactions [FN1]. Additionally the Bill of Sale and Assignment refers to "the terms and conditions of a Purchase and Sale Agreement" which is not included as an exhibit in this litigation and may set forth rights and defenses available to defendant herein. The court must question why it has been omitted.

Submission of a document in this form absent even a modicum of proof that the defendant's account was included in the transaction, would be acceptable if the person signing the paper was Mammy Yokum of "Lil Abner" fame because when she said "I has spoken" the validity of her

conclusion was received without question by the inhabitants of [*3]the town of "Dogpatch, USA.[FN2]"

Perhaps plaintiff is asserting the "Yul Brynner Character" Rule of Evidence. For instance, in his role as Pharaoh Rameses (spelling in film) in Cecil B. DeMille's epic "The Ten Commandments" he said "So let it be written. So let it be done" [FN3] thereby indicating the infallibility of his pronouncement. There is also the statement in the musical "The King and I" when Brynner's royal character says "When I sit, you sit. When I kneel, you kneel. Et cetera, et cetera, et cetera!"[FN4] Again making the issuance of the statement not subject to challenge. What do these quotes have in common with plaintiff's submission? They are "bald" statements by a "bald" actor playing "bald" characters while plaintiff's submission is also "bald" but with the added factor of being "unsubstantiated."

However, because we are neither in Dogpatch nor the 6th Dynasty of Egypt's Old Kingdom, nor 19th Century Siam, the document cannot be accepted to establish the assignment of the defendant's account to the plaintiff. Neither the Bill of Sale and Assignment nor the Asset Schedule specifically refer to the defendant's account. Further, [*4]there is no affidavit from someone with personal knowledge of the account to verify as to the accuracy of this information. The document is merely signed by an employee of Citibank (South Dakota), NA. There is o indication that Midland Funding LLC accepted the assignment.

The documentation is legally insufficient to establish the proper assignment of the account and cannot be the basis of a judgment whether on default, by motion, inquest or trial.

B. Is there any proof the affidavit in support of the motion is in proper form?

Attached to plaintiff's motion is what purports to be an "Affidavit of Nancy Kohls in Support of Plaintiff's Motion for Summary Judgment." The submission does not have a proper New York caption. It just indicates "State of New York" without designation of the County or the Court where the action is venued. It has the parties' names. It does not contain the standard "State of_____; County of _____" format generally used in New York for the preparation of affidavits. The document has been prepared and signed in St. Cloud, Minnesota by Ms. Kohls. It does not contain language that she is duly sworn but alleges that she "certifies and says the following statement in support of Plaintiff's Motion for Summary Judgment." It concludes with: "I certify under the penalty of perjury that the foregoing statements are true and correct to the best of knowledge." Ms. Kohls' signature is then acknowledged before a Minnesota notary. A certificate of conformity is attached to verify that the acknowledgment is in conformity with Minnesota law.

New York does not recognize "certification" as a means of authenticating the truth of the contents of a document [See McKinney's Practice Commentary by Patrick Connors after CPLR §3020 in regard to verification of pleadings]. So some evidence must be presented that such a statement would be sufficient in a Minnesota court. Plaintiff has submitted nothing to indicate that Ms. Kohls' statement is in a format which would be acceptable in a Minnesota court. Is she a person who under Minnesota law may "certify" to the truth of a document rather than utilize an

affidavit or affirmation? It is plaintiff's obligation to provide the court with this information. If the court is to go trolling through Minnesota, it will be in its lakes and not its statutes.

In the "certification" Kohls states "I am employed as a Legal Specialist and have access to pertinent account records for Midland Credit Management, Inc. ("MCM") servicer of this account on behalf of plaintiff." It should be noted that Midland Credit Management, Inc., is apparently a separate entity from the two Midland's listed in the caption. It is registered with the New York State Secretary of State, Division of Corporations since May 8, 2003 as a Kansas corporation with its principal executive office at the same place as plaintiff's San Diego, California address. Interestingly, the acknowledgment of Kohls' signature states that "Midland Credit Management, Inc.," is a "corporation under the laws of the State of Minnesota" and not "Kansas" as it is registered in New York. [*5]

Kohls states that she is making her statements "based upon personal knowledge of those account records maintained on plaintiff's behalf." It is unclear whether she is speaking about her knowledge of plaintiff's records or MCM's records in regard to defendant's account. It is also unclear whether it is the records of the alleged account owner Midland Funding LLC or its New York counterpart Midland Funding of Delaware LLC or of MCM. If they are the records of either of the two Midland Funding businesses, then Ms. Kohls lacks the personal knowledge as to their content as she is not an employee of either of those entities. It would also make it impossible for her to have the necessary knowledge to verify the accuracy of the documents provided by Citibank as they would then be Citibank's records. If they are MCM's records, then she is seeking to verify the accuracy of documents of an entity other than the plaintiff.

This lack of personal knowledge is enforced by the fact that in paragraph two of her affidavit she states: The account shows that the defendants(s) owed a balance of $4583.48 as of 2011-03-06; and I am advised (emphasis added) that interest is due from 2011-03-06 accrued at a rate of 9.00% as an annual percentage rate, amounting $140.14, making a total due and owing of $4968.27.

If she has personal knowledge, as alleged in paragraph one or actual access to books and records kept in the ordinary course of business, then who is "advising" her and why is there any need for her to be advised? Also, then if she has personal knowledge why are the allegations of paragraph four based "upon information and belief" and why is there no reference in that paragraph as to the basis of that "information and belief?"

It is unclear whether Ms. Kohls reviewed actual "hard" copies of the account records, computer printouts containing certain information in regard to this debtor, or electronic images of the actual documents in the original Citibank account. If she did have access to either hard copies or electronic images of the documents, then why did plaintiff attach to the motion only two monthly statements, neither of which show any activity for defendant's account, and why did plaintiff not produce a copy of the underlying agreement between defendant and either Sears or Citibank?

In reality it may not matter to a debtor which is the correct entity as the creditor may appear to a defendant as one monster having three heads, the consumer credit equivalent of Ghidorah.[FN5] However, to a court it is essential to have the plaintiff establish that it is the proper party to bring

the action and maintains the requisite records to prove its prima facie case. [See Chase Bank USA v Hershkovits, 28 Misc 3d 1202(A) (2010) for a discussion of the problem third-party debt buyers have in proving a prima facie case utilizing records from the original creditor.] [*6]

The plaintiff has failed to provide requisite proof as to the validity of this debt.

C. Is the Kohls statement a "robo" document?

Owing to Midland Funding, LLC having been found by a federal court in Ohio [Brent v Midland Funding, LLC, 2011 WL 3862363 (ND Ohio); 644 F. Supp. 2d 961 (2009)]to have engaged in the practice of "robo-signing" of documents in violation of the federal Fair Debt Collection Practices Act (FDCPA) [15 USCA §1692 et seq] and the Ohio Consumer Sales Practice Act (OCSPA) [Ohio Rev.Code Ann. §1345 et seq], this court is compelled to review plaintiff's documents to see if robo-signing has occurred. This was also necessitated by the fact that the court in Brent found the robo-signing was being done by "specialists" in Midland Funding's litigation support department and Kohls is designated as a "Legal Specialist' for MCM.

The Kohls statement consists of three pages. The first page contains three numbered paragraphs. The second page contains a 4th numbered paragraph followed by about 2/3rds of a blank page. Page three contains the certification statement, Kohls' signature, and the acknowledgment. What subjects the document to question is the large unexplained blank space on page two with the signature on a separate page. Was something eliminated? Good business practice requires the page to be marked something to the effect of "Left Blank Intentionally."

The acknowledgment has all items typed except the date; which is entered by a stamp. This indicates that Ms. Kohls must be executing similar certifications which only need a date entered. As mentioned above, the caption lacks a court and county designation. It only indicates it is for use in the "State of New York." The bottom of each page has a straight line beneath which it identifies the document as an "Affidavit of Nancy Kohls in Support of Plaintiff's Motion for Summary Judgment" followed by a page number. Below that, is what appears to be a bar code with the MCM account number, a bar code with an affidavit motion summary judgment designation, and a third bar code with a number for Pressler & Pressler's file number.

What also makes the court question the independent basis of the submission is the fact that all the dates are presented numerically as the year, the month and the day, i.e. the date the account opened is "2000-03-17." This is not a usual way to present this information in American business transactions and in common, everyday practice and, according to some sources, is the standard way of calendar dating in Asian countries, Hungary, Sweden and the US armed forces. It appears to be something either generated by a computer program or prepared overseas rather than dates put in an affidavit by an individual reviewing a file in St. Cloud, Minnesota.

The court cannot conclude at this time, that this is a "robo" document. But the above items will require that inquiry be made in that regard at the time of trial and for plaintiff to establish its proper preparation. [*7]

D. Are electronic records admissible?

New York permits electronic records properly maintained to be admitted into evidence [New York State Technology Law §306] if compliance is made with Civil Practice Law and Rule [CPLR] §4539. There is no statement in the complaint, nor in the affidavits submitted in support of this motion as to whether anyone has reviewed hard copies of the defendant's account or if everyone's knowledge is based solely on electronically kept and generated files. The exhibit "Asset Schedule," with its "redacted" information, states it was delivered electronically. CPLR §4539 allows these electronic records to be admitted. It provides: (b) A reproduction created by any process which stores an image of any writing, entry, print or representation and which does not permit additions, deletions or changes without leaving a record of such additions, deletions, or changes, when authenticated by competent testimony or affidavit which shall include the manner or method by which tampering or degradation of the reproduction is prevented, shall be as admissible in evidence as the original.

The change in technology requires the proponent of submissions to affirmatively state whether their knowledge is based on actual hard copies or on electronically generated information. If electronic information is used, then the second requirement is inclusion in an affidavit of information establishing that the documents are free from tampering or degradation and the basis of that belief. The pleadings in this case lack both an affirmative statement as to their source and a certification in regard to the security in place to preserve records electronically. It appears that the "electronic" file was maintained by Citibank thereby requiring the authentication to be from a Citibank employee and not from someone at Midland Funding LLC or MCM.

Plaintiff's submission is insufficient to establish compliance with these statutes. Summary judgment cannot be granted and the above issues will have to be resolved at trial.

E. Is the Notice to Admit valid?

Plaintiff is also seeking to have summary judgment granted because it served a "Notice to Admit" on the defendant and the defendant has failed to either object to it or answer thereby deeming the contents of the notice "admitted." Plaintiff alleges that the defendant was served with the Notice to Admit on September 2, 2011. A Notice to Admit is permitted under CPLR §3123 and serves as an effective disclosure device to use at trial so as to eliminate the need to prove at trial allegations which are not in dispute. Although it appears that consumer credit litigation would be ripe for utilization of this disclosure device, the court has some reservation about permitting its use, especially when the plaintiff is a third-party debt purchaser.

It is the court's understanding that third party debt buyers, such as the plaintiff, [*8]purchase debt from original creditors for pennies on the dollar [FN6], often for as little as thruppence (three pence/pennies). It is also the court's understanding that the less money paid to the credit issuer for the account, the less documentation delivered to verify the accuracy of the information. This seems to explain why third party debt buyers, once in litigation, often need several months and multiple adjournments in order to provide documentation to support a disputed claim which a court would reasonably believe plaintiff's counsel would have in a file or access to prior to commencing the suit. Perhaps if they paid as much as sixpence they would obtain more reliable data? The only other possible explanation is that the records are stored in Brigadoon, Scotland, and creditors only have access to them once every one hundred years.[FN7]

This being the situation, a Notice to Admit as a disclosure device is subject to being abused. A third-party debt buyer who only receives a computer printout of the debtor's account could utilize the Notice to Admit to force a debtor to produce documentation to establish the plaintiff's case, when the plaintiff lacks any evidence in admissible form to prove its claim either because it does not exist or because the debt buyer has made a "business decision" not to spend sufficient monies to obtain complete records from the initial creditor. Although a Notice to Admit is clearly permitted under the CPLR in consumer credit situations [Midland Funding LLC v Goldberg, 29 Misc 3d 1214(A), (2010)], it cannot be used by a third-party debt buyer to build its prima facie case against the debtor because the debt buyer never acquires any real documentation from the credit card issuer. Any questions in the Notice directing the defendant to admit to the opening of the account, the charging of purchases, and calculation of the amount due and owing cannot become admissible evidence as the truth of that assertion in the Notice to Admit unless the consumer credit purchaser actually has the documentation in its possession to prove its case when the demand is made. In fact, applications, all monthly statements, and the like should be attached to the Notice in order for it to be effective. It is not fair to require a defendant to admit the truth of an allegation which plaintiff's counsel cannot independently verify from an admissible business record of the client.

Resulting from the recent history of third-party debt buyers having an inability to prove their cases at trial, at inquest, in summary judgment motions and on default owing to a lack of admissible evidence to support their claims, it would be an abuse of the civil practice rules to permit a Notice to Admit to be used to circumvent due process.

F. Is the Notice to Admit timely?

CPLR §3123 in regard to when a Notice to Admit is to be served and answered provides:

At any time after service of the answer or after the expiration of twenty days from[*9]service of the summons, whichever is sooner and not later than twenty days before trial, a party may serve upon any other party a written request for admission by the latter of....

The summons in this matter is dated April 21, 2011, the complaint is undated. Service was made upon the defendant by conspicuous service; affixing to the door of defendant's residence on June 28, 2011 and mailing a copy on July 5, 2011. Defendant's answer was made on July 27, 2011 at the courthouse on a court approved form, "answer in person, consumer credit transaction," used for self-represented defendants with a copy mailed to the defendant at that time.

As provided in the Civil Court rules, no notice of trial is used when a pro se answer is filed [22 NYCRR §208.17]; the matter moves immediately to a trial ready calendar. The Notice to Admit was served by mail on the defendant on September 2, 2011, although the affidavit of service, for some unstated reason, is notarized twelve weeks later, on November 25, 2011.

Under the CPLR the "sooner" of the two events in this case is twenty days after service of the summons which would be July 25, 2011(the mailing date; if the court used the "nailing date" the twenty days would be July 18, 2011) which is before the answer is filed, making this clause nonsensical. Although not worded that way, if the intent of the statute is that it has to be served

twenty days after the answer is filed, then the Notice had to be served by August 16, 2011. As noted in Siegel' New York Practice 5th ed. §364, the intent of this statute was to have the Notice to Admit served after issue is joined but before a note of issue or notice of trial is filed because the Notice to Admit is a "disclosure device" and the notice of trial in Civil Court contains an assertion by counsel that all discovery has been completed. Issue is joined in Civil Court when the answer is filed.

Because there is no notice of trial with a self-represented defendant, in Civil Court the case is immediately placed on the trial calendar usually within two to three weeks after the defendant files an answer. Here the answer was filed on July 27, 2011 and the case was on the trial calendar on August 9, 2011; a date less than two weeks. This is a date that is sooner than the statute's "not later than twenty days before the trial" thereby making the disclosure device almost useless. In theory, all cases on the self-represented litigant's calendar are "trial ready" on the date of the first appearance. In reality this never happens in consumer credit cases because plaintiffs uniformly have no documents to support their claim let alone a witness with knowledge to testify on the first court date. Under this interpretation, the only option remaining is for the Notice to Admit to be served within twenty days of the filing of the answer. But as pointed out above, the case is on the trial calendar less than twenty-days after the answer is filed, making that time frame impossible as well.

This litigation first appeared on the trial calendar on August 9, 2011 and was [*10]adjourned until October 18, 2011. Assuming the plaintiff's affidavit of service is correct, then the Notice to Admit was mailed on September 2, 2011, a date twenty-four days after the first court scheduled trial date and therefore not twenty days prior to it as required by the statute. CPLR §3123 requires the party receiving the demand to respond within twenty days or seek relief from the court. The only way the within Notice to Admit would be timely would be if the court were to ignore the fact that the August 9, 2011 date was a "trial" date, and deem the October 18, 2011 date as the "trial" date. Under this scenario defendant would have had until September 22, 2011 to respond or seek court intervention. The statute does not specify what is meant by "twenty days before the trial." Does it mean the date the case is "scheduled" for trial or the "actual" date of trial? It does not refer to a "final" trial date or the fact that often in practice the trial date is after several supposedly "ready" appearances and the case is marked on the court file "FINAL!!!" in block letters and underlined at least three times.

To adopt that interpretation would subject litigants to an open-ended discovery period and would defeat the policy of the civil court to quickly resolve litigation especially that involving self-represented litigants. The only logical conclusion is that in Civil Court where there are self-represented parties and no notice of trial used, any party wanting to utilize a Notice to Admit or for that matter any discovery devices provided for in CPLR, must make application to the court on the date of the first appearance and have an order entered setting forth a discovery schedule. This would be consistent with the practice in other parts of the Civil Court where the vast majority of litigants are unrepresented and discovery is by court order such as in the small claims part [Civil Court Act §1804] while in the housing part which is a special proceeding [CPLR §408] all disclosure is with court consent except for a Notice to Admit which must be served three days before the return date of the proceeding. It would also eliminate any due process

issues arising because of differences in calendaring the first court appearance date in each borough of New York City.

Based on how the court currently operates, a Notice to Admit is unavailable in Civil Court with self-represented litigants absent court permission. The legislature should address this issue and clarify whether discovery is permitted without court order in these cases.

G. Is the Summary Judgment Motion timely?

Plaintiff made this summary judgment motion returnable January 4, 2012. The papers were dated and served November 25, 2011. The defendant filed his answer on July 27, 2011 and the case appeared on the trial calendar on August 9, 2011. Under court rules a motion is made when it is served [CPLR §2211].

CPLR §3212(a) provides for summary judgment motions to be made no earlier than thirty days after the filing of the note of issue and no later than one hundred twenty days after that filing, unless the court sets a date after which no such motion may be made. This [*11]court has in a previous decision pointed out that the Civil Court does not have a note of issue but utilizes a notice of trial [Panicker v Northfield Savings Bank, 12 Misc 3d 1153(A) (2006)]. In that litigation the court questioned, as it did in this case in regard to a Notice to Admit, what is the triggering event when the parties are self-represented and the case goes on the trial calendar without the necessity for filing any notice? In that case the court concluded there was no time limit in Civil Court to make summary judgment motions or else there would be two rules, one for litigants who are represented-a limited time and another for the self-represented-an unlimited time. That is unfair.

The rules of practice in the 13th Judicial District (Richmond County), require a summary judgment motion in Supreme Court to be made within sixty-days. If the Civil Court is to adopt that rule, it is still faced with the problem as to what is the triggering event when there are self-represented parties? The only thing that would make sense would be to require all motions to be made within sixty-days after the first court appearance date. However, because that was not the rule when this motion was made and the papers were served within one hundred-twenty days after the first court appearance, the court must conclude that this application was timely when made.

A solution would be by either court rule or legislative action to require all summary judgment motions in Civil Court Richmond County to be made within sixty-days of the filing of the notice of trial in all two attorney cases and within sixty-days after the date of the first court appearance in all cases involving self-represented litigants calendared without the need for filing a notice of trial. Any such rule should provide that in both situations, the court may extend the time to move for good cause shown by written order.

H. Is plaintiff properly registered in New York State?

This court in September 2011 questioned the legal status of the named plaintiff herein and its ability to maintain actions in New York [Midland Funding LLC v Tagliafferro, 33 Misc 3d 937

(2011)], so there is no need to rehash the questions raised in that decision. The court notes that as of October 14, 2011, Midland Funding LLC became registered in its own name with the Department of State, abandoning its "dba" status. This change in status also affects plaintiff's status as a licensed debt collector. The New York City Department of Consumer Affairs lists "Midland Funding LLC" as the licensed debt collector and not the plaintiff Midland Funding LLC of Delaware. The complaint has to be amended to reflect the proper licensed entity because in this action an unlicensed entity is seeking to collect the debt.

I. Other Problems.

There is no showing that notice of the assignment of the debt has been given to the debtor by the assignor. There is no affidavit of facts from a person with personal knowledge of the account. There is no indication as to what state's law is applicable to the underlying agreement. There is no allegation as to what is the applicable statute of limitations and whether the action was timely commenced. There is no statement as to how [*12]the amount claimed due and owing is calculated.

Conclusion:

Plaintiff's motion for summary judgment is denied. Plaintiff is required to correct the above cited defects in the pleadings and motion papers. Plaintiff will be required to prove its case either by a trial or an inquest before the court. The clerk is directed not to enter a default judgment in this matter without an order from the court.

The foregoing constitutes the decision and order of the court.

Dated: February 23, 2012

Staten Island, NYHON. PHILIP S. STRANIERE

Judge, Civil Court Footnotes

Footnote 1:

"Guys and Dolls" is a musical by Frank Loesser based on stories of Damon Runyon.

Footnote 2: "L'il Abner" is a musical with lyrics by Johnny Mercer and music by Gene de Paul based on the characters created by Al Capp in the comic strip of the same name.

Footnote 3: This is often quoted as "Let it be said. Let it be written" rather than what Rameses actually said in the movie. The court cannot locate a source of the quote other than from the film. As an historic note, Egyptologists believe that Moses name is actually Egyptian in origin with "mos" or "mes" meaning born of or son of and attached to the name of a god, such as Ra-messes, Thut-mos, Amen-mose, Ach-mose. Because he was raised in the pharaoh's household it is theorized that the biblical Moses would also have the name of an Egyptian god before the name moses.

4. The Rodgers and Hammerstein musical "The King and I" was based on the story written by Anna Leonowens, about her time as the tutor for the children of King Mongut of Siam, entitled "Anna and the King of Siam." After she returned from Siam she ran a girls' school on Staten Island, about one mile from the courthouse.

Footnote 4:5. Three headed monster from Japanese produced 1960's horror movies.

6. For a discussion of the debt buyer industry see "Debt Deception: How Debt Buyers Abuse the Legal System to Prey on Lower Income New Yorkers," May 2010, by The Legal Aid Society, Neighborhood Economic Development Advocacy Project, MFY Legal Services, Urban Justice Center-Community Development Project

7. "Brigadoon" is a Lerner and Loewe musical about a mythical Scot village that appears once every one hundred years.

Footnote 5:

Footnote 6:

Footnote 7: