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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FIVE

ERIC S. BARTON, Plaintiff and Appellant, v. VENABLE LLP, Defendant and Respondent.	B287381 (Los Angeles County Super. Ct. No. BC652377)

APPEAL from a judgment of the Superior Court of Los Angeles County, Gail Ruderman Feuer, Judge. Affirmed.

Law Offices of James A. Shalvoy and James A. Shalvoy, for Plaintiff and Appellant.

Jenner & Block, Michael P. McNamara, Brian M. Adesman, Anna K. Lyons, for Defendant and Respondent.

Plaintiff and Appellant Eric S. Barton (Barton) appeals the trial court's judgment of dismissal following an order sustaining a

demurrer to his first amended complaint (FAC) for (1) violation of Business and Professions Code section 17200 et seq., (2) fraud, (3) professional negligence, (4) negligent misrepresentation, (5) intentional infliction of emotional distress, (6) negligent infliction of emotional distress, and (7) accounting, without leave to amend in favor of defendant and respondent, Venable LLP (Venable).

We affirm the trial court's judgment.

FACTS[1]

Barton is a former NFL professional football player who resides in Los Angeles County, California. Venable is a law firm and Maryland limited liability partnership that conducts business on a regular and continuous basis in Los Angeles County, California.

In 2004, Barton hired Rodney R. Rice III (Rice) as his sports manager and entered into an agreement, which provided that Rice would pay Barton's bills, manage his finances, and perform bookkeeping and scheduling services for Barton. Based on Rice's recommendation, Barton opened a brokerage account into which he deposited all of his earnings from professional football. It was Barton's understanding that Rice would pay Barton's bills directly from Barton's brokerage account.

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[1] In accordance with the standard of review on appeal, we state the material facts properly pleaded in the first amended complaint as true. (*McAllister v. Los Angeles Unified School Dist.* (2013) 216 Cal.App.4th 1198, 1206–1207 (*McAllister*).) We also consider facts that may be judicially noticed. (*Osornio v. Weingarten* (2004) 124 Cal.App.4th 304, 315 (*Osornio*).)

Rice retained Venable to assist Rice in raising funds for a boxing match (the Boxing Match) involving Floyd Mayweather, Jr. (Mayweather). Venable drafted an agreement (the Titanium Agreement) between Rice's alter ego, RCM, LLC (RCM), and Titanium Promotions, LLC (Titanium), the promoter of the Boxing Match, wherein RCM would raise capital to be used by Titanium to promote the Boxing Match and, in return, net revenue from the Boxing Match would be divided equally between RCM and Titanium.

In or about 2009, after entering into the Titanium Agreement, Rice recommended that Barton invest $250,000 in the Boxing Match. Rice guaranteed that Barton would receive $750,000 after the Boxing Match took place. Rice never disclosed that the Titanium Agreement existed, or that RCM would receive half the net revenue from the Boxing Match. Barton agreed to invest $250,000 in the Boxing Match. Rice caused EBB Promotions, LLC (EBB), a Maryland limited liability company, to be formed to serve as the vehicle for Barton's investment in the Boxing Match. Barton was a member of EBB at all relevant times.

Acting through his alter egos Rice Sports Management, LLC, and The Ariston Group, Rice retained Venable to represent EBB, negotiate on its behalf, and draft an Investor Agreement and Memorandum of Understanding (the Investor Agreement) between EBB and Titanium wherein EBB would invest $250,000 in the Boxing Match. Venable intentionally concealed from EBB that it represented RCM in the Titanium Agreement, which conflicted with its representation of EBB. Venable also concealed that the net revenue from the Boxing Match would be divided equally between RCM and Titanium.

As relevant here, the Investor Agreement provided that (1) EBB would invest $250,000 with Titanium and, within 45 business days of receipt, receive $500,000 from Titanium; (2) if Titanium defaulted, it would pay EBB $500,000, $250,000 of which was personally guaranteed by Titanium's members, Alvin Bush, Sr. (Bush) and Garcia Staley (Staley); (3) EBB's $250,000 investment would be deposited into the client trust account of Titanium's lawyers, Baylor & Jackson, PLLC; (4) Titanium could disburse the funds prior to Mayweather fully executing a deal with Titanium, or Titanium complying with its obligations under the Investor Agreement; (5) EBB would receive proof of an "event cancellation policy;" and (6) EBB would be entitled to full disclosure of all documents pertinent to the Investor Agreement. The Investor Agreement further stated that it was "not intended for the benefit of any person or company except the parties hereto." Barton executed the agreement on EBB's behalf on October 5, 2010.

Venable did not request or receive from Titanium an investment prospectus, offering memorandum, offering circular, financial statements, or any written materials regarding the Boxing Match or EBB's investment in the Boxing Match. Venable did not perform due diligence or conduct any investigation regarding whether (1) Titanium had the experience or financial resources to promote and produce a boxing match involving Mayweather, (2) Titanium had taken any action to secure an agreement with Mayweather, (3) Bush or Staley had the financial capability to personally guarantee $250,000 of EBB's investment, (4) EBB's $250,000 investment would be deposited into Baylor & Jackson, PLLC's client trust account, or (5) an "event cancellation policy" had been issued in favor of EBB.

Per Venable's instructions, EBB caused $250,000 to be transferred from Barton's brokerage account into Baylor & Jackson, PLLC's general account, rather than its client trust account, as required by the Investor Agreement. Titanium, RCM, and Baylor & Jackson, PLLC promptly misappropriated the $250,000.

Through its above-described actions, Venable colluded with and assisted RCM and Rice in misappropriating some or all of the $250,000 that Barton, through EBB, invested in the Boxing Scheme.

To cover up his misappropriation of EBB's funds, Rice, acting through his alter egos Rice Sports Management, LLC, and The Ariston Group, retained Venable to file a lawsuit on behalf of EBB against Titanium, Staley, and Bush (the Boxing Match Lawsuit). The Boxing Match Lawsuit was a pretense by Rice and Venable to make it appear as if they were trying to "recover" the funds that RCM had misappropriated. Venable handled the Boxing Match Lawsuit on an hourly basis, which Rice paid for, without Barton's knowledge or consent, with funds from Barton's brokerage account. Rice paid Venable thousands of dollars from Barton's brokerage account to pursue the Boxing Match Lawsuit, which recovered nothing from any defendant. Without EBB's knowledge or consent, Venable discontinued all work on the Boxing Match Lawsuit and put the file in storage.

PROCEDURAL HISTORY

First Amended Complaint[2]

Barton filed the operative FAC on June 22, 2017. It alleged causes of action against Venable for (1) violation of Business and Professions Code section 17200 et seq., (2) fraud, (3) professional negligence, (4) negligent misrepresentation, (5) intentional infliction of emotional distress, (6) negligent infliction of emotional distress, and (7) accounting,[3] as follows:

Unfair Competition (Fifth Cause of Action)

Venable violated Business and Professions Code section 17200 et seq., through its fraudulent business acts (Civ. Code, §§ 1709, 1710).

Fraud (Eleventh Cause of Action)

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[2] The complaint was filed on March 2, 2017. Venable demurred on May 1, 2017. Instead of filing an opposition to the demurrer, Barton filed the first amended complaint, which differed from the complaint only insofar as it removed EBB as a named plaintiff. Following meet and confer meetings, Barton had conceded that EBB forfeited its corporate charter in 2013 and no longer had the capacity to sue Venable.

[3] The first amended complaint alleged 21 causes of action against 10 named defendants, however only the 7 causes of action against Venable are at issue in this appeal.

Venable (1) was aware that Rice orally represented to Barton that if he invested $250,000 in the Boxing Match, Barton would receive $750,000 after the Boxing Match; and (2) "agreed with Rice and intended that he make the representation . . . and cooperated with Rice in making the representations [*sic*]." Rice knew the representation was false and made it to induce Barton, who justifiably relied on the misrepresentation and suffered damages as a result.

Professional Negligence (Twelfth Cause of Action)

Barton had an attorney-client relationship with Venable "[a]t all times referred to [in the FAC]." Venable owed Barton a duty to exercise the skill, care, and competence that reasonably careful attorneys would have used in similar circumstances, and breached its duty of care by:

(1) failing to disclose to Barton and EBB that Venable had drafted the Titanium Agreement;

(2) failing to request or receive an investment prospectus, offering memorandum, offering circular, financial statements, or any written materials regarding the Boxing Match or EBB's investment in it;

(3) failing to perform any due diligence or conduct any investigation regarding whether:

> (a) Titanium had the necessary experience and financial resources to promote and produce the Boxing Match;
>
> (b) Titanium had taken any action to secure an agreement with Mayweather;

(c) Bush or Staley had the financial capability to personally guarantee $250,000 of EBB's investment;

(d) EBB's $250,000 investment would be deposited into the client trust account of Titanium's lawyers, Baylor & Jackson, PLLC; and

(e) an "event cancellation policy" had been issued in favor of EBB;

(4) drafting the provision in the Investor Agreement that allowed Titanium to disburse funds prior to Mayweather fully executing a deal with Titanium, or Titanium complying with its obligations under the Investor Agreement;

(5) intentionally concealing from Barton and EBB its representation of RCM, the existence of the Titanium Agreement, the fact that net revenue from the Boxing Scheme would be divided equally between RCM and Titanium, and the fact that it had a conflict of interest as a result of its representation of RCM;

(6) colluding with and assisting RCM and Rice in misappropriating some or all of the $250,000 that Barton, through EBB, invested in the Boxing Match; and

(7) discontinuing all work on the Boxing Match Lawsuit without Barton or EBB's knowledge or consent and without recovering anything for Barton or EBB.

Venable's negligence proximately caused an injury to Barton and EBB, and as a result Barton and EBB were damaged in an amount to be proven.

Negligent Misrepresentation (Seventeenth Cause of Action)

Venable (1) was aware that Rice negligently misrepresented to Barton that if he invested $250,000 in the Boxing Match, Barton would receive $750,000 after the Boxing Match; and (2) "agreed with Rice and intended that he make the negligent misrepresentation . . . and cooperated with Rice in making the negligent misrepresentations [*sic*]." Rice "had no reasonable grounds for believing that this representation was true when he made it because he and RCM intended to misappropriate the $250,000 immediately after it was invested." Rice intended for Barton to rely on the negligent misrepresentation. Barton reasonably relied on the negligent misrepresentation and suffered damages as a result.

Intentional Infliction of Emotional Distress (Nineteenth Cause of Action)

Venable's conduct as described in the FAC was outrageous, or it acted with reckless disregard of the probability that Barton would suffer emotional distress, knowing that Barton would be present when the conduct occurred. Barton suffered severe emotional distress as a direct and proximate result of Venable's conduct, and the conduct was a substantial factor in causing the severe emotional distress and resulting damages.

Negligent Infliction of Emotional Distress (Twentieth Cause of Action)

Venable's conduct as described in the FAC was negligent. Barton suffered severe emotional distress as a direct and proximate result of Venable's conduct, and the conduct was a

substantial factor in causing the severe emotional distress and resulting damages.

Accounting (Twenty-first Cause of Action)

Barton was entitled to, and requested that the court order Venable to provide a complete accounting of the uses and disposition of the $250,000 that was invested by EBB in the Boxing Match.

Demurrer and Request for Judicial Notice

On July 25, 2017, Venable demurred to all causes of action against it on the bases that (1) Barton lacked standing to sue because all of the actions taken involved EBB not Barton and EBB lacked the capacity to sue as a forfeited company, (2) all the causes of action were barred by the relevant statutes of limitation, and (3) the FAC failed to state facts sufficient to constitute causes of action as to Venable and was not pleaded with the requisite specificity. With respect to the cause of action for violation of Business and Professions Code section 17200 et seq., Venable argued that the cause of action was uncertain because it was impossible to ascertain the factual and legal bases for the claim. (Code Civ. Proc., § 430.10, subd. (f).)

Venable concurrently requested that the court take judicial notice of a printout from the District of Columbia Superior Court's website displaying the case summary and docket in a breach of contract action titled EBB Promotions, LLC Vs. Titanium Promotions, LLC, et al., Civil Action No. 2012 CA 008629 (Boxing Match Lawsuit), which was filed in the Superior

Court of the District of Columbia in 2012, the complaint filed by EBB in the Boxing Match Lawsuit on November 9, 2012, in the Superior Court of the District of Columbia, entry of order of judgment in the Boxing Match Lawsuit which bears the signature of the Honorable Thomas J. Motley, judge for the Superior Court of the District of Columbia, and a certificate of status issued on July 24, 2017, by the Maryland Department of Assessments and Taxation reflecting that EBB's status as a limited liability company was forfeited on October 1, 2013.

Opposition to Demurrer

Barton filed an opposition to the demurrer on October 3, 2017. The opposition argued that Barton had standing to sue because Barton and Venable had an attorney-client relationship when Barton invested $250,000 in the Boxing Match through EBB. It was not necessary that Barton be a party to the Investor Agreement because he was not suing on the contract. He was suing Venable for assisting Rice in misappropriating Barton's $250,000. Barton denied suing as a third-party beneficiary of the contract or trying to sue on EBB's claims in any way.

Barton proposed to amend the FAC, if necessary, to plead that he did not sign the Investor Agreement and, through the exercise of reasonable diligence, did not know that agreement existed until after he filed a FINRA arbitration in December 2015. Barton would further allege that he learned for the first time about Rice's involvement with RCM and RCM's revenue-sharing agreement with Titanium after September 7, 2016, when Venable produced a draft of an agreement between RCM and Titanium pursuant to subpoena.

The opposition argued that Barton's claims were not time-barred because there were no allegations in the FAC regarding when Barton learned of Venable's wrongful actions. Barton received Venable's file with the Investor Agreement and Titanium agreement on September 7, 2016, and sued on March 2, 2017, well within the statute of limitations for all causes of action. The opposition proposed to amend the FAC to allege that Barton could not reasonably have discovered the facts giving rise to the causes of action alleged through the exercise of reasonable diligence.

Finally, the opposition argued that the FAC stated all causes of action with the requisite specificity.

Reply to Opposition to Demurrers

Venable replied on October 10, 2017. It first argued that Barton could not claim that he did not sign the Investor Agreement and was unaware that it existed until December 2015, because such a claim directly contradicted sworn testimony to the court that he signed the Investor Agreement dated October 5, 2010. Second, even assuming Barton was a Venable client, the alleged misconduct arose out of services that Venable provided to EBB, and Barton did not have standing to sue on EBB's claims. Third, the argument that Barton had standing to sue because the $250,000 was his money fails because the FAC demonstrates that EBB, and not Barton, made the investment.

The reply reiterated that Barton's claims were barred by the relevant statutes of limitations, Barton lacked standing, and the FAC failed to state a claim against Venable, and that amendment would be futile.

Tentative Ruling

In its tentative ruling, the court sustained Venable's demurrer without leave to amend, and granted its request for judicial notice. The court agreed with Venable that Barton lacked standing, because all of the claims related to EBB rather than Barton. Rice retained Venable to represent EBB, negotiate on its behalf, and draft the agreement. EBB and Titanium were the only parties to the agreement. EBB supplied the $250,000 investment and was therefore damaged when Titanium did not pay the agreed-upon $500,000.

Under Maryland law, as a forfeited company, EBB could not file an action in court. Barton lacked standing as a third-party beneficiary, because the contract was not intended for the benefit of anyone other than the parties to the contract. Allowing Barton to pursue EBB's claims under any theory would subvert the rules and undermine the purpose of EBB's suspension.

Although the FAC alleged that Barton and Venable had an attorney-client relationship, Barton failed to establish how he was harmed individually. The actions taken related to Venable's representation of EBB. EBB was the entity that invested the $250,000. Even if the funds came from Barton, EBB was the injured party.

The court refused to entertain an amendment indicating that Barton was not aware of the Investor Agreement until after September 7, 2016, because Barton had filed a declaration stating that he had signed the agreement dated October 5, 2010. The FAC alleged Venable represented Barton, but was devoid of facts in support of that legal conclusion. Even if it had

represented Barton in the deal, EBB was the entity that suffered damages, and Barton could not recover damages on a claim held by the forfeited company. The FAC alleged that it was Rice, not Venable, who caused EBB to be formed to serve as a vehicle for Barton's $250,000 investment, which also supported the conclusion that Barton lacked standing to file a claim for damages to EBB arising out of Venable's representation of EBB.

Hearing

At the hearing on the motion on October 17, 2017, Barton argued that his standing to sue was clearly alleged in the FAC, which stated that Barton and Venable had an attorney-client relationship. Barton asserted that "[t]he fact that some of the professional negligence occurred with respect to an investor agreement or any other work that Venable was doing with respect to E.B.B. doesn't take away the fact that Barton was the client."

The court asked how Barton could have been damaged if the alleged fraud and malpractice related to EBB.

Counsel replied that the malpractice arose out of an agreement that Venable drafted for Barton with respect to EBB, which was set up for the sole purpose of facilitating Barton's $250,000 investment.

The court responded, "It seems to me the claim for malpractice would be held by E.B.B. E.B.B. would be the proper plaintiff if it was not a forfeited company. . . . [Y]ou have a vague allegation that Barton was a client, but all the allegations are about E.B.B., not about Barton."

Counsel argued that Barton was paying all of the bills for the work associated with EBB, and that Barton could amend the FAC to make that allegation.

Venable's counsel asserted that the arguments were "revisionist history." The complaint and FAC were identical in substance. The amendments simply deleted references to EBB as a plaintiff as a result of the discovery that EBB was forfeited and could not sue. Both documents stated "'Rice, acting through his alter egos, retained Venable . . . to represent E.B.B., negotiate on behalf of E.B.B., and draft the investor agreement.'" Any loss of funds was to EBB. Venable represented Barton in an unrelated real estate matter, not at issue in the present case.

Barton's counsel argued that they could amend the complaint to clearly state that Barton was the client, the invoices went to him, and he paid the bills.

Venable's counsel responded that even the proposed amendments would not make Barton the individual client for purposes of EBB's damages.

The court stated it intended to adopt its tentative ruling. "[E]ven if Mr. Barton was paying the bills of E.B.B., that's a claim it has potentially with E.B.B. or through E.B.B., but E.B.B. is the entity that was damaged. If it is not a forfeited entity, it can pursue those claims, but right now this is just a way to get around the fact that E.B.B. . . . was damaged by any actions by Venable."

Trial Court's Ruling

On October 17, 2017, the trial court issued an order adopting its tentative ruling, and sustaining the demurrer

without leave to amend the FAC. The trial court dismissed Barton's claims against Venable and entered judgment against him on November 20, 2017.

Barton timely appealed.

DISCUSSION

Standard of Review

"'On appeal from a judgment dismissing an action after sustaining a demurrer without leave to amend, the standard of review is well settled. The reviewing court gives the complaint a reasonable interpretation, and treats the demurrer as admitting all material facts properly pleaded. [Citations.] The court does not, however, assume the truth of contentions, deductions or conclusions of law.' . . . [Citation.]" (*McAllister*, *supra*, 216 Cal.App.4th at p. 1206.) "'"We also consider matters which may be judicially noticed." [Citation.]' . . . [Citation.]" (*Osornio*, *supra*, 124 Cal.App.4th at p. 315–316.) "'The judgment must be affirmed "if any one of the several grounds of demurrer is well taken. [Citations.]" [Citation.] However, it is error for a trial court to sustain a demurrer when the plaintiff has stated a cause of action under any possible legal theory. [Citation.] And it is an abuse of discretion to sustain a demurrer without leave to amend if the plaintiff shows there is a reasonable possibility any defect identified by the defendant can be cured by amendment. [Citation.]' [Citation.]" (*McAllister*, *supra*, at p. 1206.)

Standing

"Standing is the threshold element required to state a cause of action and, thus, lack of standing may be raised by demurrer. [Citations.] To have standing to sue, a person, or those whom he properly represents, must '"have a real interest in the ultimate adjudication because [he] has [either] suffered [or] is about to suffer any injury of sufficient magnitude reasonably to assure that all of the relevant facts and issues will be adequately presented." [Citation.]' [Citation.] Code of Civil Procedure section 367 establishes the rule that '[e]very action must be prosecuted in the name of the real party in interest, except as otherwise provided by statute.' A real party in interest is one who has 'an actual and substantial interest in the subject matter of the action and who would be benefited or injured by the judgment in the action.' [Citation.] Upon review of action on a demurrer, we review the determination of standing de novo." (*Martin v. Bridgeport Community Assn., Inc.* (2009) 173 Cal.App.4th 1024, 1031–1032.)

Analysis

On appeal, Barton argues that he has standing to sue Venable as an individual because he and Venable had an attorney-client relationship, ergo all of Venable's actions with respect to EBB were taken as part of its representation of Barton. Barton specifically denies suing Venable on a breach of contract claim, either directly or as a third-party beneficiary, and admits that EBB cannot sue Venable because it was forfeited as an LLC in 2013. His sole contention is that he is "suing Venable in tort for negligence and fraud in connection with the legal services it

provided to him in connection with its drafting the Investor Agreement."

The FAC does not support Barton's contention, however. The FAC alleged that Rice caused EBB to be formed. Rice, through his alter egos, then retained Venable to represent EBB, negotiate on EBB's behalf, and draft an Investor Agreement and Memorandum of Understanding between EBB and Titanium wherein EBB would invest $250,000 in the Boxing Match.

The FAC further alleged that, per the Investor Agreement, EBB would invest $250,000 with Titanium and receive $500,000 for its investment, Bush and Staley personally guaranteed $250,000 of EBB's investment, EBB's investment would be deposited into Baylor & Jackson, PLLC's client trust account, EBB would receive proof of an "event cancellation policy," and EBB would be entitled to full disclosure of all documents pertinent to the Investor Agreement. The Investor Agreement stated that it was not intended to benefit third parties. Barton executed the agreement in his capacity as EBB's representative on October 5, 2010. Per Venable's instructions, EBB caused $250,000 to be transferred from Barton's brokerage account into Baylor & Jackson, PLLC's general account, rather than its client trust account, as required by the Investor Agreement with EBB. Titanium, RCM, and Baylor & Jackson, PLLC promptly misappropriated the $250,000.

Finally, the FAC alleged that Rice, through his alter egos, retained Venable to file the Boxing Match Lawsuit on behalf of EBB against Titanium, Staley, and Bush to cover up his misappropriation of EBB's funds and make it appear as if he was attempting to recover EBB's losses. Rice paid Venable for its work in the Boxing Match Lawsuit with funds from Barton's

brokerage account without his knowledge or consent. The Boxing Match Lawsuit did not result in recovery from any defendant. Venable stopped working on the Boxing Match Lawsuit without EBB's knowledge or consent.

Barton complains that Venable did not request or receive from Titanium an investment prospectus, offering memorandum, offering circular, financial statements, or any written materials regarding the Boxing Match or EBB's investment in the Boxing Match. He asserts that Venable did not perform due diligence or conduct any investigation regarding whether: (1) Titanium had the experience or financial resources to promote and produce a boxing match involving Mayweather; (2) Titanium had taken any action to secure an agreement with Mayweather; (3) Bush or Staley had the financial capability to personally guarantee $250,000 of EBB's investment; (4) EBB's $250,000 investment would be deposited into Baylor & Jackson, PLLC's client trust account; or (5) an "event cancellation policy" had been issued in favor of EBB.

He further complains that Rice paid Venable for its services in the Boxing Match Lawsuit without Barton's knowledge or consent using funds from Barton's brokerage account, which "recovered nothing" from any defendant. Finally, he asserts Venable ceased working on the Boxing Match Lawsuit and put the file in storage without EBB's consent.

As the trial court stated, all of the actions Venable took, it took on EBB's behalf, and all of its omissions related to its representation of EBB. Both the complaint and the FAC allege that these actions and omissions related to Venable's representation of EBB alone, despite the fact that the complaint was amended to omit EBB as a plaintiff. The Investor

Agreement was specifically drafted so as to benefit no one other than EBB and Titanium. The transaction was conducted between EBB and Titanium, not Barton. The FAC alleged that Barton and Venable had an attorney-client relationship, but it did not demonstrate how Barton was harmed as an individual. In our independent review of the record, we conclude, as the trial court did, that any claim Barton may have had with respect to Venable would be against or through EBB, a forfeited company. Barton lacks standing to sue Venable as an individual.

The trial court did not abuse its discretion in denying leave to amend. Barton proposes, as he did in the trial court, to amend the FAC to allege that Venable represented Barton individually in the transactions between EBB and Titanium in addition to representing EBB. We note that Barton has had two opportunities to so allege and has failed to do so, despite the fact that the complaint was amended to make him the sole plaintiff. Regardless, EBB was the entity that invested the $250,000 in the Boxing Match, and it was EBB who was damaged; any such amendment would be futile.

DISPOSITION

We affirm the trial court's judgment. Venable LLP is awarded its costs on appeal.

MOOR, J.

We concur:

RUBIN, P. J.

KIM, J.