

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK: TRIAL TERM PART 3

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TANYA ZUCKERBROT, MS, RD, and
TANYA ZUCKERBROT NUTRITION, LLC
d/b/a F-FACTOR,

Plaintiffs,

- against -

EMILY GELLIS LANDE,

Defendant.

- - - - - X
Index No. 655110/2020

July 2, 2026
60 Centre Street
New York, New York 10007
and Microsoft Teams

B E F O R E: THE HONORABLE JOEL M. COHEN, Justice

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

HARFENIST KRAUT & PERLSTEIN, LLP
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BY: STEVEN J. HARFENIST, ESQ

By Microsoft Teams:

THE LORENC LAW FIRM
Attorneys at Law
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New York, New York 10036
BY: ROBERT C. LORENC, ESQ.

Terry-Ann Volberg, CSR, CRR
Official Court Reporter

Proceedings

1 THE COURT: Good afternoon.

2 Before we get to the substance, let me take
3 appearances, first, for the plaintiff.

4 MR. HARFENIST: For the plaintiff, Steven
5 Harfenist, Harfenist Kraut & Perlstein, 3000 Marcus Avenue,
6 Suite 2E1, Lake Success, New York.

7 THE COURT: Who is here with you today?

8 MR. HARFENIST: My client, Tanya Zuckerbrot, and
9 her family, her husband and her daughter.

10 THE COURT: For the defense.

11 MR. LORENC: Good afternoon, your Honor.

12 Robert Lorenc, The Lorenc Law Firm, 62 West 45th
13 Street, Suite 903, New York, New York, for Ms. Emily Gellis,
14 the defendant.

15 THE COURT: Ms. Gellis is here, as well?

16 MR. LORENC: Yes, your Honor.

17 THE COURT: So, counsel, we had a continuation of
18 a settlement conference that was begun in January, and my
19 understanding is, I would ask counsel to confirm, that the
20 parties have reached a settlement agreement; is that
21 correct?

22 MR. HARFENIST: That is correct, your Honor.

23 THE COURT: Mr. Lorenc?

24 MR. LORENC: That is correct, Judge.

25 THE COURT: I think Mr. Harfenist is planning to

Proceedings

1 read into the record the terms, the basic terms of the
2 settlement, all the material terms of the settlement, and,
3 you know, it's actually in writing, but it will ultimately
4 be signed.

5 MR. HARFENIST: The record should reflect there's
6 been an exchange of the written settlement agreement, but
7 the parties wish to read into the record the material terms
8 of the agreement.

9 THE COURT: The parties and the clients here are
10 confirming that this is intended to be an agreement between
11 the parties made between counsel in open court that is
12 binding on both sides, correct?

13 MR. HARFENIST: That's correct.

14 MR. LORENC: That's correct, Judge.

15 THE COURT: Right. The fact that it will be
16 followed up by a writing signed by the parties is obviously
17 important, and I understand the parties likely are going to
18 want me to sign off on it, as well. Assuming it's
19 consistent with what I hear, that's fine.

20 So with that, Mr. Harfenist, would you read into
21 the record the material terms or whatever you are planning
22 to read in, and I will ask Mr. Lorenc to confirm.

23 MR. HARFENIST: I am going to skip the recitals,
24 Judge, because I don't think they are necessary under CPLR
25 Section 2104.

Proceedings

1 I would just ask that, Mr. Lorenc, I am reading
2 from the copy of the written settlement agreement that we
3 exchanged earlier today so if you see something that is
4 incorrect based on a prior version, please let me know.

5 There is one exhibit to the settlement agreement.
6 My inclination is not to read the exhibit into the record,
7 but to have it marked as an exhibit, and we can provide it
8 to the court reporter, as long as we all agree that that's
9 what the exhibit is.

10 THE COURT: That's fine.

11 MR. HARFENIST: All right.

12 On October 8, 2020, the plaintiff commenced this
13 action against the defendant seeking to recover damages for
14 defamatory statements.

15 On December 23rd, 2020, the defendant appeared in
16 the matter after the filing of a complaint and answer.

17 The parties now wish to resolve this litigation
18 based upon the following terms:

19 Number one, the agreement that is being placed on
20 the record now reflects the parties compromise and
21 settlement of the disputed claims in the litigation --

22 THE COURT: You have to read a little slower,
23 although you can give the court reporter a copy when you are
24 done.

25 MR. HARFENIST: One hundred percent.

Proceedings

1 THE COURT: Okay, go ahead.

2 MR. HARFENIST: -- and does not constitute an
3 admission by the plaintiff or the defendant of any fact,
4 alleged wrongdoing or violation of law by either the
5 plaintiff or the defendant.

6 Number two, all parties hereto acknowledge and
7 admit that each has had an opportunity to review the terms
8 of the settlement and understand them. The parties further
9 acknowledge that each has entered into this agreement
10 freely, has not been coerced into the agreement, and is
11 making this agreement based upon their own judgment and not
12 upon the reliance or representations not contained on the
13 record today.

14 The parties warrant and represent to each other
15 that they have -- Judge, I'm going to add this paragraph
16 because we have exchanged this written agreement even though
17 it's -- the written agreement in its entirety is not being
18 placed on the record so I am going to modify it, if that's
19 okay or I can leave it out.

20 THE COURT: It's up to you and Mr. Lorenc.

21 MR. LORENC: I have no objection, Judge.

22 MR. HARFENIST: Okay.

23 The parties warrant and represent to each other
24 they have read the agreement that has been circulated, they
25 intend to be bound by the terms and conditions of that

Proceedings

1 agreement to be placed on the record today, they have not
2 relied on any oral or written representations by any party
3 other than what is going to be placed on the record today,
4 and are agreeing to this settlement freely and voluntarily
5 without coercion and duress, and they acknowledge and
6 represent that they are both happy and satisfied with the
7 respective representation by their attorneys in this matter.

8 In full and final settlement of all claims the
9 plaintiff agrees to two components, the first being that the
10 defendant will pay to the plaintiff the sum of \$500 per
11 month for the next 40 years for a total of \$240,000.

12 Number two, that the defendant, Ms. Gellis, shall
13 make a video and written apology in the exact form which is
14 contained in Exhibit A in the agreement.

15 Mr. Lorenc, you acknowledge that you have that
16 apology and you have approved it with Ms. Gellis?

17 MR. LORENC: Yes, Mr. Harfenist.

18 MR. HARFENIST: And that will be attached as an
19 exhibit to the stipulation that we are putting on the record
20 now; is that correct?

21 MR. LORENC: Correct.

22 MR. HARFENIST: That statement and that apology
23 will be made without any modification -- excuse me --
24 withdrawn.

25 Gellis may not make any modifications to the

Proceedings

1 apology without the written consent of Ms. Zuckerbrot, she
2 shall read the apology verbatim without additional verbal,
3 nonverbal or digital commentary, and will provide the
4 plaintiff with a copy of the video within five days of the
5 Court entering an order effectively making the settlement
6 agreement effective.

7 Within three days of Ms. Zuckerbrot's receipt of
8 the recording, Ms. Zuckerbrot will approve the video
9 statement or provide any comments with regard to the
10 apology.

11 In the event that a dispute arises regarding the
12 correctness of the video apology, the parties shall meet and
13 confer on the issue, and in the event a resolution is not
14 reached within five days, either party may raise the
15 propriety of the apology with the Court seeking such
16 remedies as they deem appropriate.

17 The video and written apology will be pinned to
18 the top of all of Ms. Gellis's social media accounts
19 including but not limited to Instagram and Facebook for
20 three and a half years, and will remain in her social media
21 feeds for an additional one and a half years after being
22 pinned to the top of her social media feeds for three and a
23 half years.

24 Gellis may not modify, alter, archive or make
25 private the pinned apology nor may Gellis disable public

1 comments to the apology.

2 In reading the apology for the purposes of video
3 recording, Gellis shall read it taking effort to look at the
4 device recording as much as practicable, meaning the device
5 that's recording the video statement, so as to limit the
6 appearance and/or number of times she's looking away from
7 the recording device when reading the apology.

8 In lieu of a separately posted written version of
9 the apology, Gellis may use, in addition to her own voice
10 and face, captions, written captions on the video statement.

11 In the event of a default in payment according to
12 the terms set forth in this agreement, plaintiff shall
13 notify the defendant in writing of such default by serving
14 via overnight courier a written notice of default and demand
15 for payment to Ms. Gellis directly at an address to be
16 provided to counsel as well as a copy to her attorney, Mr.
17 Lorenc, at robert@lorenclaw.com.

18 If such default is not cured within 14 business
19 days of the date of the delivery of the notice of default
20 and demand for payment, plaintiff may be permitted to enter
21 a default judgment against the defendant pursuant to CPLR
22 Section 3215(i)(1) with the New York County Clerk in the sum
23 of the amount that remained unpaid at the time of the
24 default.

25 In the event of a default of Gellis's obligations

Proceedings

1 under Section B, which is related to the public apology, the
2 plaintiff may enforce such obligation once the Court enters
3 the agreement as an order under the Court's contempt powers
4 pursuant to Judiciary Law Sections 750 and 753.

5 The plaintiff, as well as their affiliates,
6 including but limited to Jordan Bloom, who is plaintiff's
7 niece, predecessor, successors, assigns, agents, employees,
8 members, managers, and all other persons or entities working
9 for or on their behalf hereby unconditionally and
10 irrevocably fully release and forever discharge Emily Gellis
11 Lande as well as her affiliates, predecessors, successors,
12 assigns, agents, employees and all other persons or entities
13 working for her or on her behalf defined as the Gellis
14 released parties from all actions, suits, debts, sums of
15 money, costs, expenses, fees, accounts, bonds, bills,
16 covenants, contracts, controversies, agreements, promises,
17 damages, judgments, liability or any other obligation
18 whatsoever in law, admiralty or equity, whether known or
19 unknown, plaintiff had, now has or hereinafter can or show
20 or shall or may have against the Gellis released parties
21 arising out of or related to the facts and circumstances of
22 the litigation including all claims that were or could have
23 been asserted therein from the beginning of the world to and
24 including the date of this agreement except those duties and
25 obligations of the parties pursuant to this settlement

Proceedings

1 agreement, they are specifically not released.

2 MR. LORENC: With respect to that paragraph, I
3 believe that it should also include Jordan Bloom, the
4 plaintiff's niece.

5 MR. HARFENIST: Yes, I think -- yes, we will get
6 Jordan to sign a release. It's not a problem.

7 MR. LORENC: Okay.

8 MR. HARFENIST: Emily Gellis Lande, as well as her
9 affiliates, predecessors, successors, assigns, agents,
10 employees, and all other persons or entities working for or
11 on her behalf unconditionally and irrevocably release and
12 forever discharge Tanya Zuckerbrot and F-Factor as well as
13 their affiliates, predecessors, successors, assigns, agents,
14 employees, members, managers, and all other persons or
15 person or entities working for or on her or their behalf,
16 that's the F-Factor released parties, from any and all
17 actions, suits, debts, sums of money, costs, expenses, fees,
18 accounts, bonds, bills, covenants, contracts, controversies,
19 agreements, promises, damages, judgments, liability, and any
20 and other obligations whatsoever in law, admiralty, or
21 equity, whether known or unknown Emily Gellis Lande had, now
22 has, or hereafter can, shall or may have against the
23 F-Factor released parties arising out of or related to the
24 facts and circumstances of the litigation including all
25 claims that were or could have been asserted from the

Proceedings

1 beginning of the world to and including the date of this
2 agreement except that the duties and obligations of the
3 parties in this settlement being placed on the record shall
4 not be released.

5 In the event that Gellis is questioned regarding
6 the resolution of this action by the media, social media
7 followers, or in any other matter, she shall respond as
8 follows, "The litigation between Ms. Zuckerbrot and me has
9 been settled." The plaintiff shall respond in the same
10 manner.

11 The plaintiff may post the apology on their own
12 social media accounts. In addition, the plaintiff may
13 direct any media inquiry to either their own or Gellis's
14 social media accounts for further information regarding the
15 settlement.

16 The parties agree that the settlement agreement
17 and its terms supersede any prior agreements or
18 understandings between the parties relating to the subject
19 matter of this agreement.

20 The agreement may not be modified unless it's
21 placed on the record by the parties again or in a written
22 document. Once it's so ordered by the Court, it can only be
23 modified with the approval of the Court.

24 The language of all parts of this agreement shall
25 in all cases be construed as a whole extending their fair

Proceedings

1 meaning and not strictly for or against any of the parties.

2 The agreement shall be construed and governed by
3 the laws of the State of New York.

4 The Court is maintaining jurisdiction to enforce
5 the terms and conditions of this agreement.

6 In the event that the parties must engage counsel
7 to enforce any portion of this agreement as against the
8 other, the parties agree that the prevailing party will be
9 awarded reasonable attorney's fees and costs incurred in
10 enforcement of the agreement.

11 The parties agree that this agreement shall be
12 binding on them, their respective heirs, administrators,
13 successors and assigns.

14 The parties further acknowledge that this
15 agreement is being entered into freely and of their own
16 volition. Moreover, no party has been coerced and promised
17 anything other than the terms we are placing on the record
18 now.

19 That's the totality of the agreement.

20 THE COURT: Counsel, can you confirm these are the
21 terms of settlement to which your client has agreed?

22 MR. LORENC: Yes, your Honor.

23 MR. HARFENIST: That's correct.

24 THE COURT: Mr. Lorenc, can you confirm these are
25 the terms of settlement to which your client has agreed?

Proceedings

1 MR. LORENC: That is accurate, your Honor.

2 THE COURT: Okay. Then from my perspective this
3 is a binding settlement agreement consistent with CPLR 2104.
4 I recognize that the parties are going to sign the document
5 and submit it to the Court for countersignature.

6 MR. HARFENIST: If the Court can just inquire of
7 both parties since they have had to listen, that this is the
8 agreement they are entering into.

9 THE COURT: Starting with the plaintiff, Ms.
10 Zuckerbrot, can you confirm that the terms that have been
11 read into the record by your counsel are the terms of
12 settlement to which you have agreed?

13 THE PLAINTIFF: Yes.

14 THE COURT: That was a yes.

15 Ms. Gellis, can you confirm that what has been
16 read into the record as the terms of settlement are the
17 terms to which you have agreed?

18 THE DEFENDANT: Yes.

19 I just want clarification for the video apology,
20 where the written apology is, where that is going. I'm
21 unclear about that portion of it.

22 MR. HARFENIST: The written apology will accompany
23 the video apology, they would be hand-in-hand, or you can do
24 it using a closed caption program in which underneath your
25 words the writing would then necessarily be included, which

Proceedings

1 would be the more efficient way to do it. My understanding
2 is that there are applications that let you do that.

3 THE COURT: That's what the agreement says?

4 MR. HARFENIST: That's what the agreement says.

5 THE DEFENDANT: Okay. Under the caption of the
6 post of the actual video I don't think it will allow for the
7 length of how long the statement is. I will try to do it
8 with the auto captioning, if that will make it easier.

9 THE COURT: Okay. I think those kind of mechanics
10 seem to be easily worked out.

11 THE DEFENDANT: Okay. Thank you, your Honor.

12 THE COURT: The mechanics of that --

13 MR. HARFENIST: I don't think it should be a
14 problem. What Ms. Zuckerbrot is telling me is that there
15 was a caption that's included at the top of the, I think at
16 the top of the apology or right after explaining why this
17 is, what is being done, how it's necessarily being done. I
18 think the mechanics --

19 THE COURT: We have the material terms. If you
20 need to describe it in greater detail in the final, you can
21 but --

22 MR. HARFENIST: There's an application that let's,
23 Ms. Zuckerbrot provided to me, that allows you to do all of
24 this.

25 THE COURT: Okay. With that I think we should be

Proceedings

1 done with our business today.

2 I appreciate everyone's efforts to bring this
3 matter to conclusion. I do appreciate the efforts of both
4 counsel and the parties and their families. I know it's
5 been a long process and I very much appreciate it.

6 I wish you all the best.

7 Thank you very much.

8 MR. HARFENIST: Thank you, your Honor.

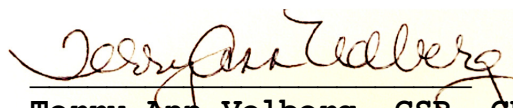
9 MR. LORENC: Thank you, your Honor.

10 THE COURT: We are off the record.

11 ***

12 C E R T I F I C A T E

13 I, Terry-Ann Volberg, C.S.R., an official court reporter of
14 the State of New York, do hereby certify that the foregoing
15 is a true and accurate transcript of my stenographic notes.

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17 
18 Terry-Ann Volberg, CSR, CRR
19 Official Court Reporter
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MR. HAFENIST: [20] MR. LORENC: [12] 2/11 2/16 2/24 3/14 5/21 6/17 6/21 10/2 10/7 12/22 13/1 15/9 THE COURT: [23] THE PLAINTIFF: [1] 13/13	12/1 12/7 agents [4] 9/7 9/12 10/9 10/13 agree [4] 4/8 11/16 12/8 12/11 agreed [4] 12/21 12/25 13/12 13/17 agreeing [1] 6/4 agreement [36] agreements [3] 9/16 10/19 11/17 agrees [1] 6/9 ahead [1] 5/1 all [18] alleged [1] 5/4 allow [1] 14/6 allows [1] 14/23 also [1] 10/3 alter [1] 7/24 although [1] 4/23 am [3] 3/23 4/1 5/18 amount [1] 8/23 Ann [3] 1/24 15/13 15/17 answer [1] 4/16 any [14] 5/3 6/2 6/2 6/23 6/25 7/9 9/17 10/16 10/19 11/7 11/13 11/17 12/1 12/7 anything [1] 12/17 apology [21] appearance [1] 8/6 appearances [1] 2/3 appeared [1] 4/15 application [1] 14/22 applications [1] 14/2 appreciate [3] 15/2 15/3 15/5 appropriate [1] 7/16 approval [1] 11/23 approve [1] 7/8 approved [1] 6/16 archive [1] 7/24 are [18] arises [1] 7/11 arising [2] 9/21 10/23 as [26] ask [3] 2/19 3/22 4/1 asserted [2] 9/23 10/25 assigns [5] 9/7 9/12 10/9 10/13 12/13 Assuming [1] 3/18 at [8] 1/16 1/20 8/3 8/15 8/17 8/23 14/15 14/15 attached [1] 6/18 attorney [1] 8/16 attorney's [1] 12/9 attorneys [3] 1/16 1/20 6/7 auto [1] 14/8 Avenue [2] 1/17 2/5 awarded [1] 12/9 away [1] 8/6	bills [2] 9/15 10/18 binding [3] 3/12 12/12 13/3 Bloom [2] 9/6 10/3 bonds [2] 9/15 10/18 both [4] 3/12 6/6 13/7 15/3 bound [1] 5/25 bring [1] 15/2 business [2] 8/18 15/1 but [6] 3/3 3/6 4/7 7/19 9/6 14/21
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d/b/a [1] 1/5 damages [3] 4/13 9/17 10/19 date [3] 8/19 9/24 11/1 daughter [1] 2/9 days [4] 7/4 7/7 7/14 8/19 debts [2] 9/14 10/17 December [1] 4/15 December 23rd [1] 4/15 deem [1] 7/16 defamatory [1] 4/14 default [8] 8/11 8/13 8/14 8/18 8/19 8/21 8/24 8/25 defendant [13] 1/9 2/14 4/13 4/15 5/3 5/5 6/10 6/12 8/13 8/21 13/18 14/5 14/11 defense [1] 2/10 defined [1] 9/13 delivery [1] 8/19 demand [2] 8/14 8/20 describe [1] 14/20 detail [1] 14/20 device [3] 8/4 8/4 8/7 digital [1] 7/3 direct [1] 11/13 directly [1] 8/15 disable [1] 7/25 discharge [2] 9/10 10/12 dispute [1] 7/11 disputed [1] 4/21 do [7] 13/23 14/1 14/2 14/7 14/23 15/3 15/14 document [2] 11/22 13/4 does [1] 5/2 don't [3] 3/24 14/6 14/13 done [4] 4/24 14/17 14/17 15/1 duress [1] 6/5 duties [2] 9/24 11/2	F-FACTOR [4] 1/5 10/12 10/16 10/23 face [1] 8/10 Facebook [1] 7/19 fact [2] 3/15 5/3 FACTOR [4] 1/5 10/12 10/16 10/23 facts [2] 9/21 10/24 fair [1] 11/25 families [1] 15/4 family [1] 2/9 feeds [2] 7/21 7/22 fees [3] 9/15 10/17 12/9 filing [1] 4/16 final [2] 6/8 14/20 fine [2] 3/19 4/10 FIRM [2] 1/20 2/12 first [2] 2/3 6/9 five [2] 7/4 7/14 followed [1] 3/16 followers [1] 11/7 following [1] 4/18 follows [1] 11/8 foregoing [1] 15/14 forever [2] 9/10 10/12 form [1] 6/13 forth [1] 8/12 freely [3] 5/10 6/4 12/15 full [1] 6/8 fully [1] 9/10 further [3] 5/8 11/14 12/14	I'm [2] 5/15 13/20 if [6] 4/3 5/18 8/18 13/6 14/8 14/19 important [1] 3/17 in [39] inclination [1] 4/6 include [1] 10/3 included [2] 13/25 14/15 including [6] 7/19 9/6 9/22 9/24 10/24 11/1 incorrect [1] 4/4 incurred [1] 12/9 Index [1] 1/10 information [1] 11/14 inquire [1] 13/6 inquiry [1] 11/13 Instagram [1] 7/19 intend [1] 5/25 intended [1] 3/10 into [10] 3/1 3/7 3/20 4/6 5/9 5/10 12/15 13/8 13/11 13/16 irrevocably [2] 9/10 10/11 is [39] issue [1] 7/13 it [21] it's [9] 3/3 3/18 5/17 5/20 10/6 11/20 11/22 14/17 15/4 its [2] 5/17 11/17
E	G	J
each [4] 5/7 5/9 5/14 5/23 earlier [1] 4/3 easier [1] 14/8 easily [1] 14/10 effective [1] 7/6 effectively [1] 7/5 efficient [1] 14/1 effort [1] 8/3 efforts [2] 15/2 15/3 either [3] 5/4 7/14 11/13 EMILY [5] 1/8 2/13 9/10 10/8 10/21 employees [4] 9/7 9/12 10/10 10/14 enforce [3] 9/2 12/4 12/7 enforcement [1] 12/10 engage [1] 12/6 enter [1] 8/20 entered [2] 5/9 12/15 entering [2] 7/5 13/8 enters [1] 9/2 entirety [1] 5/17 entities [4] 9/8 9/12 10/10 10/15 equity [2] 9/18 10/21 ESQ [2] 1/18 1/22 even [1] 5/16 event [6] 7/11 7/13 8/11 8/25 11/5 12/6 everyone's [1] 15/2	GELLIS [18] Gellis's [3] 7/18 8/25 11/13 get [2] 2/2 10/5 give [1] 4/23 go [1] 5/1 going [7] 3/17 3/23 5/15 5/18 6/3 13/4 13/20 Good [2] 2/1 2/11 governed [1] 12/2 greater [1] 14/20	January [1] 2/18 JOEL [1] 1/14 Jordan [3] 9/6 10/3 10/6 Judge [5] 2/24 3/14 3/24 5/15 5/21 judgment [2] 5/11 8/21 judgments [2] 9/17 10/19 Judiciary [1] 9/4 July [1] 1/11 jurisdiction [1] 12/4 just [3] 4/1 13/6 13/19 Justice [1] 1/14
	H	K
	had [5] 2/17 5/7 9/19 10/21 13/7 half [3] 7/20 7/21 7/23 hand [2] 13/23 13/23 hand-in-hand [1] 13/23 happy [1] 6/6 HARFENIST [8] 1/16 1/18 2/5 2/5 2/25 3/20 5/2 6/17 has [11] 5/7 5/9 5/10 5/24 9/19 10/22 11/8 12/16 12/21 12/25 13/15 have [19] hear [1] 3/19 heirs [1] 12/12 her [13] 2/9 2/9 2/9 7/20 7/22 8/9 8/16 9/11 9/13 9/13 10/8 10/11 10/15 here [3] 2/7 2/15 3/9 hereafter [1] 10/22	kind [1] 14/9 know [3] 3/3 4/4 15/4 known [2] 9/18 10/21 KRAUT [2] 1/16 2/5
		L
		Lake [2] 1/17 2/6 LANDE [4] 1/8 9/11 10/8 10/21 language [1] 11/24 law [8] 1/16 1/20 1/20 2/12 5/4 9/4 9/18 10/20 laws [1] 12/3 leave [1] 5/19 length [1] 14/7 let [3] 2/2 4/4 14/2 let's [1] 14/22 liability [2] 9/17 10/19

L	lieu [1] 8/8 likely [1] 3/17 limit [1] 8/5 limited [2] 7/19 9/6 listen [1] 13/7 litigation [5] 4/17 4/21 9/22 10/24 11/8 little [1] 4/22 LLC [1] 1/4 LLP [1] 1/16 long [3] 4/8 14/7 15/5 look [1] 8/3 looking [1] 8/6 LORENC [11] 1/20 1/22 2/12 2/12 2/23 3/22 4/1 5/20 6/15 8/17 12/24 lorenclaw.com [1] 8/17	notes [1] 15/15 notice [2] 8/14 8/19 notify [1] 8/13 now [6] 4/17 4/20 6/20 9/19 10/21 12/18 number [4] 4/19 5/6 6/12 8/6 NUTRITION [1] 1/4	program [1] 13/24 promised [1] 12/16 promises [2] 9/16 10/19 propriety [1] 7/15 provide [3] 4/7 7/3 7/9 provided [2] 8/16 14/23 public [2] 7/25 9/1 purposes [1] 8/2 pursuant [3] 8/21 9/4 9/25 putting [1] 6/19
M	made [2] 3/11 6/23 maintaining [1] 12/4 make [4] 6/13 6/25 7/24 14/8 making [2] 5/11 7/5 managers [2] 9/8 10/14 manner [1] 11/10 Marcus [2] 1/17 2/5 marked [1] 4/7 material [4] 3/2 3/7 3/21 14/19 matter [5] 4/16 6/7 11/7 11/19 15/3 may [12] 6/25 7/14 7/24 7/25 8/9 8/20 9/2 9/20 10/22 11/11 11/12 11/20 me [7] 2/2 3/18 4/4 6/23 11/8 14/14 14/23 meaning [2] 8/4 12/1 mechanics [3] 14/9 14/12 14/18 media [8] 7/18 7/20 7/22 11/6 11/6 11/12 11/13 11/14 meet [1] 7/12 members [2] 9/8 10/14 Microsoft [2] 1/13 1/19 modification [1] 6/23 modifications [1] 6/25 modified [2] 11/20 11/23 modify [2] 5/18 7/24 money [2] 9/15 10/17 month [1] 6/11 more [1] 14/1 Moreover [1] 12/16 Mr [10] 2/23 2/25 3/20 4/1 5/2 5/20 6/15 6/17 8/16 12/24 Mr. [1] 3/22 Mr. Lorenc [1] 3/22 MS [15] 1/4 2/13 2/15 6/12 6/16 7/1 7/7 7/8 7/18 8/15 11/8 13/9 13/15 14/14 14/23 much [3] 8/4 15/5 15/7 must [1] 12/6 my [6] 2/8 2/18 4/6 13/2 14/1 15/15	O objection [1] 5/21 obligation [2] 9/2 9/17 obligations [4] 8/25 9/25 10/20 11/2 obviously [1] 3/16 October [1] 4/12 October 8 [1] 4/12 off [2] 3/18 15/10 official [3] 1/25 15/13 15/18 okay [9] 5/1 5/19 5/22 10/7 13/2 14/5 14/9 14/11 14/25 on [23] once [2] 9/2 11/22 one [4] 4/5 4/19 4/25 7/21 only [1] 11/22 open [1] 3/11 opportunity [1] 5/7 or [43] oral [1] 6/2 order [2] 7/5 9/3 ordered [1] 11/22 other [12] 5/14 5/23 6/3 9/8 9/12 9/17 10/10 10/14 10/20 11/7 12/8 12/17 our [1] 15/1 out [4] 5/19 9/21 10/23 14/10 overnight [1] 8/14 own [5] 5/11 8/9 11/11 11/13 12/15	Q questioned [1] 11/5
N	P paragraph [2] 5/15 10/2 PART [1] 1/2 parties [30] parts [1] 11/24 party [4] 6/2 7/14 12/8 12/16 pay [1] 6/10 payment [3] 8/11 8/15 8/20 per [1] 6/10 percent [1] 4/25 PERLSTEIN [2] 1/16 2/5 permitted [1] 8/20 person [1] 10/15 persons [4] 9/8 9/12 10/10 10/14 perspective [1] 13/2 pinned [3] 7/17 7/22 7/25 placed [6] 4/19 5/18 6/1 6/3 11/3 11/21 placing [1] 12/17 plaintiff [17] plaintiff's [2] 9/6 10/4 Plaintiffs [1] 1/6 planning [2] 2/25 3/21 please [1] 4/4 portion [2] 12/7 13/21 post [2] 11/11 14/6 posted [1] 8/8 powers [1] 9/3 practicable [1] 8/4 predecessor [1] 9/7 predecessors [3] 9/11 10/9 10/13 prevailing [1] 12/8 prior [2] 4/4 11/17 private [1] 7/25 problem [2] 10/6 14/14 process [1] 15/5	R raise [1] 7/14 RD [1] 1/4 reached [2] 2/20 7/14 read [11] 3/1 3/7 3/20 3/22 4/6 4/22 5/24 7/2 8/3 13/11 13/16 reading [3] 4/1 8/2 8/7 reasonable [1] 12/9 receipt [1] 7/7 recitals [1] 3/23 recognize [1] 13/4 record [17] recording [5] 7/8 8/3 8/4 8/5 8/7 recover [1] 4/13 reflect [1] 3/5 reflects [1] 4/20 regard [1] 7/9 regarding [3] 7/11 11/5 11/14 related [3] 9/1 9/21 10/23 relating [1] 11/18 release [3] 9/10 10/6 10/11 released [6] 9/14 9/20 10/1 10/16 10/23 11/4 reliance [1] 5/12 relied [1] 6/2 remain [1] 7/20 remained [1] 8/23 remedies [1] 7/16 reporter [5] 1/25 4/8 4/23 15/13 15/18 represent [3] 5/14 5/23 6/6 representation [1] 6/7 representations [2] 5/12 6/2 resolution [2] 7/13 11/6 resolve [1] 4/17 respect [1] 10/2 respective [2] 6/7 12/12 respond [2] 11/7 11/9 review [1] 5/7 right [3] 3/15 4/11 14/16 robert [3] 1/22 2/12 8/17	S same [1] 11/9 satisfied [1] 6/6 says [2] 14/3 14/4 Section [3] 3/25 8/22 9/1 Sections [1] 9/4 see [1] 4/3 seeking [2] 4/13 7/15 seem [1] 14/10 separately [1] 8/8 serving [1] 8/13 set [1] 8/12 settled [1] 11/9 settlement [21] shall [13] 6/12 7/2 7/12 8/3 8/12 9/20

