

APA v APB
[2014] SGHC 275

Case Number : Divorce Transfer No 3127 of 2010
Decision Date : 22 December 2014
Tribunal/Court : High Court
Coram : Tan Siong Thye J
Counsel Name(s) : Foo Siew Fong (Harry Elias Partnership LLP) for the plaintiff; Godwin Gilbert Campos (Godwin Campos LLC) for the defendant.
Parties : APA — APB

Family law – custody – access

Family law – maintenance – wife

Family law – maintenance – child

Family law – matrimonial assets – division

22 December 2014

Judgment reserved.

Tan Siong Thye J:

1 This case concerns the determination of ancillary matters following a divorce. The plaintiff (“the wife”) is 39 years old and currently works part-time as a marketer. The defendant (“the husband”) is 42 years old and he is a surgeon in a hospital. They were married in 2003. The marriage lasted for only seven years. They have two young children, namely aged eight years old (“the elder child”) and six years old (“the younger child”). The elder child is currently attending primary school while the younger child is in Kindergarten Two. They are presently under the wife’s care and control, residing at the matrimonial home.

2 On 24 June 2010, the wife filed for divorce, which the husband did not contest. On 5 October 2010, the Family Court of the Subordinate Courts (as it then was) granted her application on the ground that the marriage was irretrievably broken down as the husband had behaved in such a way that she could not reasonably be expected to live with him. It also granted certain interim orders with respect to the husband’s access, maintenance of the wife and the children and the division of matrimonial assets.

Interim Orders issued by the Family Court

3 The divorce proceedings originated from the Family Court of the Subordinate Courts and several applications were made by the parties in relation to the divorce proceedings. The Family Court had made orders relating to access of the children and interim maintenance orders for the wife and the children.

The issues

4 These are the issues that I have to address:

- (a) How much access should the husband be given in respect of the two children of the marriage.
- (b) What is the appropriate maintenance for the wife and the children.
- (c) A just and equitable division of the matrimonial home and other matrimonial assets.

Custody, care and control

With respect to custody, care and control, the Family Court made an interim order that the wife would have care and control of the two children with the husband having access based on the following schedule:

- (d) the elder child on every Thursday and Friday at the matrimonial home before she attends primary school for the afternoon session which starts at 1:00pm;
- (e) the younger child on every Monday and Thursday from 5:00pm to 8:00pm; and
- (f) both the children from 10:15 am to 8:00 pm every Saturday.

5 The parties have not appealed against the interim order. It is undisputed that the husband and wife have agreed on joint custody with respect to the children. This is the correct approach as both parents should have a say in the upbringing of their children. Sole custody orders are made only in exceptional circumstances for example when there is an abuse of the child (see *CX v CY (minor: custody and access)* [2005] 3 SLR(R) 690 at [25]–[29] and [36]–[38]).

6 The husband wants to be given more access to his children. The wife wishes for the access arrangements under the interim order to subsist while the husband requests that overnight access be granted to him during the June and December school holidays. He also requests for a period of uninterrupted access to them during the abovementioned school holidays ranging from four days to a week.

7 I observe that the two children are still very young and that their interests had to be looked after in deciding the appropriate amount of access to be given to the husband. The Court of Appeal in *IW v IX* [2006] 1 SLR 135 held at [26]:

26 ... the paramount consideration in every case where custody is in issue is the welfare of the child. That is the immutable principle. The term 'welfare' should be taken in its widest sense and we do not think it is possible or desirable to define it. ...

8 It was for this reason that I sought the assistance of the Counselling and Psychological Services ("CAPS") of the Family Courts to conduct an assessment and to submit a custody, care and control evaluation report for my consideration. Pursuant to this, the Senior Assistant Director, Ms Nur Izzah Amir ("Ms Amir"), submitted a comprehensive confidential report to me after interviewing the husband, wife, children, maternal grandmother, maternal grandfather, paternal grandmother and the wife's domestic helper. She made the following recommendations:

It is recommended that parents be granted joint custody of [the two children], with care and control of both children to Mother.

Weekly access

Father's access to both children will be as follows:

- Every Saturday access from 10.15am to 8.30pm;
- One weekday access for each child for 2 hours each time;
- Alternate public holidays that are not Chinese New Year and Christmas;
- Half of every school holidays that is 2 weeks or longer, from 10am to 9pm;
- Eve of Chinese New Year from the end of the school day for each child to 10pm;
- Second day of Chinese New Year from 10am to 9pm; and
- Daily telephone access not later than 8.30 pm.

It is further recommended that during access, the following conditions are being adhered to:

- Mother is not present in the immediate vicinity of the transfer or access venue;
- Photographs and or any video-recording are prohibited; and
- Any classes (apart from school mandated) or activities scheduled for the children on Saturdays must be done with the consent of the father, with the exception of the current Berries class that the children have been attending.

Overnight Access Arrangements

It is recommended that overnight access for Father be considered once every fortnight after Father is able to secure the presence of another familiar adult (to the children) during the overnight access.

9 The parties generally agree with Ms Amir's recommendations. They also agree not to criticise or disparage the other parent to the children and not to do so in their presence.

10 The wife's objections to the husband's request for more access are premised on the fact that the elder child is a sensitive child and the younger child has a medical condition that the husband cannot care for adequately.

11 With respect to the elder child, the wife submits that she is sensitive to disruptions in her routine. In her affidavit, she states at [20] as follows: [\[note: 1\]](#)

20. [The elder child's] mental anguish has been manifested by self-mutilation. She repeatedly chews on her lips till they bleed, and the sides of her mouth had wounds which became infected, causing her much pain and difficulty in eating. She also tears her own hair out when she gets frustrated. *She is a child who needs routine in her life, and she gets very distressed when the [husband] upsets her routine for school, or when he sends her to school later than she prefers* ... [emphasis added]

12 With respect to the younger child, the wife submits that he has congenital subglottic stenosis which results in him having a recurrent cough. He is also sensitive to dust and mites. If his condition

is not taken care of properly, there is a risk that he may become asthmatic.

13 For the foregoing reasons, the wife submits that the children are not ready for long overnight access periods. She submits that the court should accept Ms Amir's recommendations for overnight access "once every fortnight after the [husband] is able to secure the presence and support of another familiar adult (to the children) during the overnight access". The parties agree that the paternal grandmother would be a suitable "familiar adult" during the overnight access every fortnight.

14 While Ms Amir recommended overnight access once every fortnight in her report, she did not address the issue of whether longer periods of overnight access should be granted during school holidays. I am of the view that long periods of overnight access during the June and December holidays will be good opportunities for the father to strengthen his bond with the children. The access would be conducted in the presence of the children's paternal grandmother who can assist the husband in caring for the children. Hence for a start, the husband will be given overnight access to his children for a five-day period during the June and December holidays. This will provide opportunities for the husband to bring his children overseas for vacation together with their paternal grandmother.

15 Ms Amir also recommended that the parties attend a parenting workshop under Project Impact, a programme arranged by the Family Resolutions Chambers of the Family Court. She also stated that children can attend the workshop under the "Rainbow Programme" at the Family Court's HELP Family Service Centre. I agree with Ms Amir that the parties will benefit from attending the workshop and hence, I order that the husband and wife attend the parenting workshop and the children also attend the "Rainbow Programme" workshop.

16 As an aside, the parties should also pay attention to Ms Amir's observation that the younger child might be vulnerable to "parentified behaviour" at an early age:

Reports on [the younger child's] cautious behaviour with Father and her dominance over [the older child] during access may indicate symptoms of stress related to the custodial dispute and thus the possible need for her to put forth a strong alliance with Mother. It is not uncommon for children of this age to start modelling after the same gender parent and start mirroring similar concerns. *As such, Mother needs to be aware of her sharing about Father to the children, especially [the younger child] to minimize the chances of alienating her from him.* If not careful, [the younger child] may show signs of parentified behaviour at an early age, in which they care emotionally for their parent and ignore their own needs (Stahl, 2011). [emphasis added]

17 Indeed, should there be evidence or signs that the child is being alienated by one parent from another, it would be a factor for future variations in care and control orders: *ABW v ABV* [2014] 2 SLR 769. That being the case, I encourage the wife to work together with the husband for the benefit of their children and refrain from seeking to estrange them from him.

Maintenance for the wife and the children

18 There is presently an interim maintenance order for the wife and children issued on 17 July 2012 by the Family Court on the following terms: [\[note: 2\]](#)

1. [The husband] shall pay [the wife] an interim maintenance ("maintenance") for herself and the 2 children in the sum of \$5,840 with effect from 01 January 2011 and up to 01 December 2011.

2. From 01 January 2012 the husband shall pay the wife as maintenance for herself and the 2 children as follows:

- a) The sum of \$4,520.00 per month excluding school and education related expenses for the 2 children.
- b) In addition, the husband shall pay the wife 80% of the 2 children's school and education related expenses incurred monthly within 7 days of receipt of the invoice by the defendant. This includes school fees, enrichment classes, year-end school books, uniforms and shoes.

3. [The husband] shall pay to [the wife] the shortfall in maintenance as follows:

- a) With regards to the maintenance for the [period] of January 2011 to December 2011, the shortfall shall be paid within 1 month of the date of this order,
- b) With regards to the sum of \$4,520.00 to be paid as maintenance for the period of January 2012 to July 2012, the shortfall shall be paid within 1 month of the date of the order.
- c) For the school and education related expenses of the 2 children for the [period] of January 2012 to July 2012, the shortfall in expenses shall be paid within 1 month of [the husband's receipt of the statement of expenses].

4. [The husband] shall also reimburse [the wife] the following expenses within 1 month of this order:

- a) The sum of \$166.34 for medical and transport expenses incurred on the 1st child;
- b) The sum of \$881.50 for medical expenses for the 2nd child in the event the sum is not reimbursed by the relevant insurance company.

5. Both parties shall continue to service the monthly payments for the matrimonial flat until further order.

...

The parties' submissions

19 I notice that the wife initial submissions are slightly different from her further submissions. In her skeletal submissions, the wife seeks for an increase in the quantum of the interim maintenance order as follows:

- (a) the base sum of \$4,520 to be increased to \$5,100;
- (b) the husband bears 90% of the children's school and educational related expenses; and
- (c) the husband to bear 90% of the children's dental and holiday expenses.

20 The wife explains in her further submissions [\[note: 3\]](#) that the interim order granted by the Family Court for the sum of \$4,520 comprised \$3,368 for the children and \$1,152 for her. Previously, the children's expenses assessed by the court were \$4,210 and the husband had been ordered to pay 80% of that sum, *ie*, \$3,368. Now, she asks that the interim maintenance orders for the wife and

children be increased from \$4,210 to \$5,100. [\[note: 4\]](#) She further submits that the husband should bear 90% of the children's school, educational related expenses, dental and holiday expenses.

21 However, in her further skeletal submissions, the wife asks for a more significant increase in the maintenance of the children as compared to that submitted under the initial submissions. She submits that at the interim order stage, the court did not factor in the other expenses of the children such as holiday expenses, dance and music classes, occupational therapy, medical and dental treatments, school fairs, class parties and friends' birthday parties. Thus she submits that the total expenses for the children should now be \$6,310.62 as compared to \$4,210. The wife also submits that the husband's contributions should be increased to 85% and asked that the husband's contribution for the children's maintenance be increased to \$5,300.

22 The husband, however, urges the court to reduce the interim maintenance for the children to \$2,200. He is not agreeable to paying maintenance for the wife as she is capable of earning more and should be working full-time instead of part-time.

My decision on the maintenance of the children and the wife

23 I do not agree with the husband that the wife should not be given any maintenance. Section 114(1) of Women's Charter (Cap 353, 2009 Rev Ed) ("the WC") states that in determining the amount of any maintenance to be paid by a man to his wife, the court shall consider the following matters:

- (a) the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future;
- (b) the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;
- (c) the standard of living enjoyed by the family before the breakdown of the marriage;
- (d) the age of each party to the marriage and the duration of the marriage;
- (e) any physical or mental disability of either of the parties to the marriage;
- (f) the contributions made by each of the parties to the marriage to the welfare of the family, including any contribution made by looking after the home or caring for the family; and
- (g) in the case of proceedings for divorce or nullity of marriage, the value to either of the parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution or annulment of the marriage that party will lose the chance of acquiring.

24 I found that although the wife has a maid, the reason why she is presently working part-time is to look after the two children who are both still very young. Therefore it was not right for the husband to say that she should be working full-time. I find that the wife should be maintained by him to some extent.

25 First, in the determination of the wife's and children's maintenance, the court has to take into consideration the income of the parties. In this instance, the wife's annual income in 2012 was about \$65,122 as compared to the husband's annual income in 2012 which was about \$370,546.

26 Next, I am of the view that the children's expenses by the wife are on the high side. Both the

children are below ten years old and the wife should not overindulge them. I noticed that in the wife's initial submissions she had asked for a slight increase of \$4,520 to \$5,100 for the maintenance of the wife and children. However, in her further submissions, she asks for the children's maintenance to be increased from \$3,368 to \$4,210 and a nominal increase of the wife's maintenance from \$1,152 to \$1,200. This represents a more significant increase.

27 The maintenance of the children is a joint responsibility (see s 68 of the WC). This is undisputed. I am of the view that the interim order for the maintenance of the wife and children is adequate and accordingly, my orders for the maintenance of the wife and children are as follows:

(a) The husband is to pay the sum of \$4,520 per month excluding school and education related expenses for the children; and

(b) The husband shall pay the wife 80% of both children's school and education related expenses incurred monthly within seven days of receipt of the invoice by the husband. This includes school fees, enrichment classes, year-end school books, uniforms and shoes.

28 The parties are at liberty to apply to the court for a variation of this order in future when there are changes to their circumstances. However, I would like to take the opportunity to caution them against vexatious litigation in this regard.

29 I also note that presently there are maintenance arrears amounting to \$22,138.62 which the wife wishes to claim. The husband argues that the arrears should be paid into the parties' joint account and the proceeds be shared equally. In my view, the arrears came about because of the husband non-compliance with the court's order to pay maintenance. Therefore this sum cannot be paid into the joint account and then be divided equally between the parties. I order the husband to pay the arrears to the wife within two weeks of this judgment.

The division of the matrimonial assets

30 In determining a just and equitable division of the matrimonial assets under s 112 (1) of the WC, the court has to consider the circumstances of the case and take into account *inter alia* both the direct and indirect contributions of the spouses. It is trite law that the division should be done on a broad brush basis: *NI v NJ* [2007] 1 SLR(R) 75 at [18].

The insurance policies and bank accounts

31 I shall first address the matrimonial assets on which division had been agreed between the parties. They are as follows:

(a) Insurance policies: All insurance policies of the parties are to be held on trust for the children. If the parties decide to surrender the policies, the pay-out is to be into the children's accounts and will be handed to them when they attain the age of maturity. The party who decides to maintain the policies will be responsible for the payment of the monthly premiums. The Prudential Prulink Assurance account will be cancelled or surrendered with the surrender value to be held on trust by both parties for the children and to be given to them when they reach maturity.

(b) Bank accounts and other assets: The parties agree that all the balances in the joint accounts are to be divided equally.

32 With respect to the bank accounts in the parties' sole names, the wife proposed that each party should keep the amounts in their own accounts while the husband preferred them to be shared equally. I notice that it is undisputed that in early part of the marriage the parties were earning similar salaries. The husband's salary had been banked into a joint account for the wife's use and for the maintenance of the family. Thus it would be fair and equitable division for the amounts in the bank accounts held in their sole names to be shared equally.

The matrimonial home

33 I notice that both parties argue that the court should draw adverse inferences against the other as there was no full and frank disclosure. I am of the view that there is insufficient evidence to justify the drawing of adverse inference against either party.

34 The matrimonial home is currently a condominium. The following facts about the property are undisputed:

Market value	\$1.6m
Outstanding loan	\$383,091.36
Net value	Approximately \$1,216,908.64
Purchase price	\$800,000

35 The wife intends to retain the matrimonial home and requests that a division of 80:20 be done in her favour. The husband, however, submits that the matrimonial home be sold and the sale proceeds accrue from the sale to be used to pay the outstanding mortgage, refund CPF contributions, stamp fees, legal fees, and agent fees. He also proposes to set up a tertiary education fund of \$100,000 for each of the two children. The balance of the sale proceeds is to be divided in the ratio of 40:60 between the wife and the husband respectively.

Direct contributions

36 The matrimonial property was purchased by the husband before the marriage. The following facts are undisputed:

- (a) during the early years of the marriage the salaries of the husband and wife were about the same;
- (b) the husband's salary was credited into the parties' joint account; and
- (c) the matrimonial property was purchased with loan from the husband's father and over time they repaid the father, leaving a balance of \$38,000 which has yet to be satisfied.

37 The following table of direct contributions is prepared by the wife and is largely undisputed except with respect to the loan repayment. I set out the undisputed portions as follows: [\[note: 5\]](#)

	Husband	Wife

CPF contributions	\$213,556.50 (Interest) \$42,624.39	\$200,485.64 (Interest) \$27,038.65
Renovations and fittings	\$30,000.00	\$77,049.15

38 The only dispute between the parties is that the repayment of the loan of \$185,650.40 to the husband's father. The wife's case is that the loan repayment be divided equally between the husband and her as it was done jointly. The basis for her assertion is that she had made the repayments and at that point in time, she was of the view that it did not matter which account was used as long as the loan repayments were made. Therefore on her end, she did not bother to transfer the money to and then from the joint account.

39 The husband disagrees. He says the sum of \$185,650.40 was loaned from his father and since then, he had made the monthly repayments to his father. [\[note: 6\]](#) The wife could not have made any repayment as the evidence showed that it was only the husband who transferred funds to the joint account and those funds were then used to repay the husband's father. The wife did not contribute any funds to this. [\[note: 7\]](#)

40 For convenience, the parties' positions are set out as follows:

	Husband's contribution	Wife's contribution
The husband's position [note: 8]	\$185,650.40	\$0
The wife's position	\$73,925.20	\$73,925.20
	A balance of \$38,000 is still owed to the husband's father.	

41 The evidence showed that the wife's version of the events is more probable than the husband's. The husband's version of the events gave the impression that the parties had run their finances in a business-like fashion. However, the evidence showed otherwise. Just as the husband transferred money into another joint POSB account from which the wife transferred \$1,500 monthly into the joint account used to repay the husband's father, the wife had also deposited her salary into a joint UOB account. [\[note: 9\]](#)

42 At that time, the wife was also working and earned an income which was of a similar level to the husband. She had shouldered the burden of taking care of the family while the husband was away in the United States for further studies. Would such wife be so devoid of familial responsibility that she would not pay towards the matrimonial home? I doubt so. In the context of a familial relationship which had not broken down yet at that time it does not matter whether the repayment to the husband's father came from the joint account or their single account. It was the wife who ensured that the loan of the husband's father was progressively repaid.

43 Accordingly, I divide the sum of \$185,650.40 equally between the husband and wife for the parties' direct contributions towards the matrimonial property. As the wife claims that the remaining \$38,000 has not been repaid while the husband claimed that he had repaid the loan in full, I add \$38,000 to the husband's direct contribution. This will bring the direct contributions of the parties towards the matrimonial home to 51.3% for the husband versus 48.7% for the wife. This means the

direct contribution between both parties is almost equal:

	Husband's contribution	Wife's contribution
CPF contributions	\$213,556.50 (Interest) \$42,624.39	\$200,485.64 (Interest) \$27,038.65
Renovations and fittings	\$30,000.00	\$77,049.15
Loan repaid to the husband's father	\$111,925.20	\$73,925.20
Net direct contributions	\$ 349,381.50	\$345,359.79
Proportion	51.3%	48.7%

Indirect contributions

44 The wife argues that her indirect contribution should amount to 15% and an additional 15% of the matrimonial home should be awarded for the children as they would like to stay in the matrimonial home. The husband, on the other hand, submits that it was a short marriage and past precedents suggested a range of 7% to 12% for indirect contributions. He submits that 5% to 7% indirect contribution would be fair as the wife had a maid and was also working full-time during their marriage. It is pertinent to note that from the wife's further skeletal submissions, the past cases indicate that for short marriages of five to seven years with one or two children, the court would account for indirect contributions in the range of 7% to 18%.

45 It is important to first consider the main features of the marriage. This was a relatively short marriage of about seven years with two young children. During the marriage, the husband was in Seattle, USA, for his overseas medical research training for a year from 2003 to 2004. He was away again from July 2008 to December 2009 for training in the United States at the Memorial Sloan Kettering Cancer Center. Thus the husband had been away from Singapore for about two years (amounting to about 30%) of their seven years marriage. I am of the view that the wife has made significant indirect contributions towards looking after the two children as well as the family.

46 Those indirect contributions should be given recognition and should amount to about 15% of the matrimonial home. Thus the matrimonial home will be divided between the husband and wife in the proportion of 66% and 34% in favour of the wife. In the interests of the welfare and interests of the children who have been living in the matrimonial home since their birth, the court will grant the wife's request for the matrimonial home to be retained in her favour. However, the wife will have to reimburse the husband for his share of the matrimonial home. If this option is not exercised within six months of the judgment, the matrimonial home will be sold in the open market.

Conclusion

47 The summary of my orders are as follows:

- (a) The parties will have joint custody of the children with the wife having care and control of them.
- (b) The husband will have access to the children at the following times:

- (i) every Saturday from 10.15am to 8.30pm;
 - (ii) one weekday access for each child for 2 hours each time;
 - (iii) alternate public holidays with the exclusion of Chinese New Year and Christmas;
 - (iv) half of every school holiday that is two weeks or longer from 10am to 9pm;
 - (v) the eve of Chinese New Year from the end of the school day for each child until 10pm;
 - (vi) the second day of Chinese New Year from 10am to 9pm;
 - (vii) daily telephone access not later than 8.30 pm;
 - (viii) overnight access for the husband once every fortnight in the presence of the paternal grandmother;
 - (ix) overnight access for a five-day period during the June and December holidays in the presence of the paternal grandmother;
- (c) The parties are to attend the parenting workshop under the auspices of Project Impact with the children attending the "Rainbow Programme" workshop.
- (d) The husband shall pay \$4,520 per month for maintenance of the wife and the child. He shall also pay 80% of the children's school and educational expenses within seven days upon receipt of the invoice from the wife. He has to pay maintenance arrears of \$22,138.62 to the wife within two weeks of this judgment.
- (e) The matrimonial home will be divided between the husband and wife in the proportion of 66% to 34% in favour of the wife.
- (f) If the wife decides to retain the matrimonial home, the husband will transfer all his rights, shares and interests in that property to the wife upon payment of the difference, if any. The wife will bear all the expenses for the transfer. If this option is not exercised within six months of the judgment, the matrimonial home will be sold in the open market. This order is made subject to the Central Provident Fund Act (Cap 36, 2013 Rev Ed) ("the CPF Act") and the subsidiary legislation made thereunder. The CPF Board will give effect to the terms of this order in accordance with those provisions.
- (g) Insurance policies: All insurance policies of the parties are to be held on trust for the children. If the parties decide to surrender the policies, the pay-out is to be made into the children's accounts and will be handed to them when they attain age of maturity. The party who decides to maintain the policies will be responsible for the payment of the monthly premiums. The Prudential Prulink Assurance account will be cancelled or surrendered with the surrender value to be held on trust by both parties for the children and to be given to them when they reach maturity.
- (h) All the balances in the bank and investment accounts as at the date of the interim judgement whether held solely or jointly are to be divided equally between the parties.

(i) The husband will pay the arrears of \$22,138.62 within two weeks of this judgment to the wife.

(j) The Registrar of the Supreme Court is empowered to execute, sign, or indorse all necessary documents relating to matters contained in this order on behalf of either party should either party failed to do so within seven days of the written request being made to the party.

48 Finally, both parties claim for costs of the proceedings against the other as each of them blames the other for protracting these proceedings. I made no order as to costs as both parties are responsible for protracting this case.

[\[note: 1\]](#) Plaintiff's bundle of documents referred to in the skeletal submissions dated 14 October 2013 Tab 3 at p 19.

[\[note: 2\]](#) Plaintiff's bundle of documents referred to in the skeletal submissions dated 14 October 2013 Tab 2 at pp 10–11.

[\[note: 3\]](#) Plaintiff's further skeletal submissions at para 4.

[\[note: 4\]](#) Plaintiff's skeletal submissions at para 21(a).

[\[note: 5\]](#) Wife's table of contributions

[\[note: 6\]](#) Plaintiff's bundle of documents referred to in the skeletal submissions dated 14 October 2013 Tab 13 at p 106 at paras 31–33; Letter from Godwin Campos LLC dated 27 November 2014 at para 5.

[\[note: 7\]](#) Letter from Godwin Campos LLC dated 27 November 2014 at para 9.

[\[note: 8\]](#) Defendant's 4th Affidavit for Ancillary Matters at para 6.

[\[note: 9\]](#) Plaintiff's 4th Affidavit for Ancillary Matters at p 104.