STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PROVIDENCE, SC. **SUPERIOR COURT**

[FILED: February 20, 2014]

AID MAINTENANCE CO., INC.	**:**	
	:	
v.	**:**	**C.A. No. PC-2009-0194**
	:	
REALTY MAINTENANCE SERVICE, INC.;	**:**	
ROBERT BIZIER, Individually, and	**:**	
MANUEL O. TEXEIRA, Individually	**:**	

DECISION

> *"There are certain things that we can accomplish by law and there are certain things that we cannot accomplish by law or by any process of government. We cannot legislate intelligence. We cannot legislate morality. No, and we cannot legislate loyalty, for loyalty is a kind of morality."*
>
> -A. Whitney Griswold, *Essays on Education*

PROCACCINI, J. This dispute between Plaintiff Aid Maintenance Co., Inc. (Aid Maintenance or Plaintiff) and Defendants Realty Maintenance Service, Inc. (Realty Maintenance), Robert Bizier (Mr. Bizier), and Manuel O. Teixeira (Mr. Teixeira) (collectively, Defendants), arises from an allegation of intentional interference with present and prospective contractual relations. The gravamen of Plaintiff's complaint relates to offensive workplace conduct by employees who secretly established and worked in a competitive business with their employer. Plaintiff claims that from 2001 to 2008, while working for Aid Maintenance, Mr. Bizier secretly operated a competing cleaning business and, with the assistance of Mr. Teixeira, solicited clients from Aid Maintenance. There are many descriptive, albeit non-legal, terms that may be appropriate in describing Defendants' actions: dishonest, disloyal, and unappreciative are a few. These terms,

however, do not carry any particular legal significance in this Court's dispassionate analysis in determining whether Defendants' business activities constitute unlawful tortious conduct.

At the close of Plaintiff's case in this non-jury trial, Defendants moved for judgment as a matter of law pursuant to Super. R. Civ. P. 52(c) (Rule 52(c)). After a review of the testimony and evidence presented in this case, this Court finds that Plaintiff has not met its burden of persuasion as to its claim of tortious interference. Jurisdiction is pursuant to G.L. 1956 § 8-2-13.

I

Facts and Travel

Realty Maintenance and Aid Maintenance are both Rhode Island corporations, located in Cranston and Pawtucket, respectively, in the business of providing cleaning services. Realty Maintenance also provides maintenance and repair services to its customers. Mr. Bizier was a sales representative/manager at Aid Maintenance for approximately thirty years, until he left the company in November 2008. Trial Tr. 129-30, Jan. 24, 2014. Over his last five years of employment, he received a salary that ranged from $68,000 to $92,000 per year with a health insurance benefit. He did not have an employment contract or sign a non-compete agreement. He established his own maintenance and cleaning company, Realty Maintenance, around 2001. Id. Mr. Bizier did not inform anybody at Aid Maintenance of the existence of his own company. Id. at 134. During this time, Mr. Teixeira worked for Aid Maintenance supervising cleaning crews, as well as for Realty Maintenance as a consultant. Id. at 194. He earned approximately $50,000 per year in salary from Aid Maintenance with a health insurance benefit.

In 2001, NRI Community Services (NRI) contacted Aid Maintenance for services and was directed to Mr. Bizier by a company secretary. Id. at 132-33. Mr. Bizier testified that NRI was looking for a company to do "maintenance work." Id. at 139. Mr. Bizier informed the caller

that Aid Maintenance did not offer anything other than cleaning services, but that he had a small maintenance company willing to do the type of work sought. Id. As a result of this phone conversation, Realty Maintenance began performing maintenance services for NRI, and in 2004, also began providing them with cleaning services. Id. at 137-38. Mr. Bizier testified that as a result of this relationship and resulting referrals, Realty Maintenance did not solicit any business until 2008.

At trial, various witnesses testified regarding a number of other Realty Maintenance clients, most of whom had been Aid Maintenance clients originally solicited by Mr. Bizier. In September 2008, Mr. Bizier was contacted by a representative of Kenney Manufacturing, an Aid Maintenance client whom Mr. Bizier had originally solicited. Id. at 28. Mr. Bizier testified that the Kenney Manufacturing representative informed Mr. Bizier that they were no longer happy with the services provided by Aid Maintenance and would be switching to another company for cleaning services. Id. at 155. Realty Maintenance submitted a bid for the property maintenance contract with Kenney Manufacturing on September 29, 2008. Id. at 156.

Around October 2008, Daniel Noury (Mr. Noury), the vice president of Aid Maintenance, discovered that Mr. Bizier had been operating Realty Maintenance. Id. at 19. Mr. Noury confronted Mr. Bizier and informed Kenneth Loiselle (Mr. Loiselle), the president of Aid Maintenance, of the second company. Id. In November 2008, Mr. Bizier left Aid Maintenance.

In late 2008, Pollock Engineering—an Aid Maintenance client initially solicited by Mr. Bizier—was in the process of downsizing from two separate buildings into one, and sought bids to reflect this reduction in facility size. Id. at 71, 170-75. Realty Maintenance submitted a bid for the maintenance job in December 2008. Id. at 172. At the same time, Russell Bizier, an Aid Maintenance employee and Robert Bizier's brother, was working with Mr. Teixeira to submit a

bid from Aid Maintenance. Id. at 71, 171. Both Mr. Teixeira and Mr. Bizier testified that Mr. Teixeira did not tell anybody at Realty Maintenance the details of the Aid Maintenance bid. Id. at 171, 200. Realty Maintenance ultimately won the contract for Pollock Engineering. Id. at 32. In late December 2008, Mr. Teixeira left Aid Maintenance to work for Realty Maintenance.

Aid Maintenance brought the present suit against Realty Maintenance, Mr. Bizier, and Mr. Teixeira for tortious interference. After the parties waived their rights to a trial by jury, this Court conducted a two-day, non-jury trial beginning on January 24, 2014. The parties submitted twenty-five joint exhibits. At the close of Plaintiff's case, Defendants moved for judgment as a matter of law. The Court directed the parties to submit post-trial memoranda, which the Plaintiff and Defendants filed, as well as a copy of the official trial transcript.

II

Standard of Review

Before the Court is Defendants' motion for judgment as a matter of law pursuant to Super. R. Civ. P. 52 (Rule 52). By agreement of the parties, this matter has proceeded as a jury-waived trial. Rule 52(c) provides in pertinent part:

> "If during a trial without a jury a party has been fully heard on an issue and the court finds against the party on that issue, the court may enter judgment as a matter of law against that party with respect to a claim or defense that cannot under the controlling law be maintained or defeated without a favorable finding on that issue, or the court may decline to render any judgment until the close of all the evidence. Such a judgment shall be supported by findings of fact and conclusions of law as required by subdivision (a) of this rule."

Rule 52(a) provides that "the court shall find the facts specially and state separately its conclusions of law thereon." Moreover, "[i]t will be sufficient if the findings of fact and

conclusions of law are stated orally and recorded in open court following the close of the evidence or appear in an opinion or memorandum of decision filed by the court." Id.

In a non-jury case, it is axiomatic that a party may move for judgment as a matter of law after the presentation of an opponent's case pursuant to Rule 52(c). Cathay Cathay, Inc. v. Vindalu, LLC, 962 A.2d 740, 745 (R.I. 2009). Rule 52(c) provides that the Court may enter judgment as a matter of law against a party that has been fully heard on the issue, but "[s]uch a judgment shall be supported by findings of fact and conclusions of law . . . ."[1] Under Rule 52(c), a trial justice must weigh "'the credibility of witnesses and determine the weight of the evidence presented by plaintiff.'" Broadley v. State, 939 A.2d 1016, 1020 (R.I. 2008) (quoting Pillar Prop. Mgmt., L.L.C. v. Caste's, Inc., 714 A.2d 619, 620 (R.I. 1998) (mem.)). Additionally, the trial justice need not view the evidence in the light most favorable to the non-moving party. See id. Finally, the Court need not conduct an exhaustive review of all the evidence in a bench trial, but rather, "'[e]ven brief findings and conclusions are sufficient if they address and resolve the controlling and essential factual issues in the case.'" Id. at 1021 (quoting Donnelly v. Cowsill, 716 A.2d 742, 747 (R.I. 1998)).

[1] This Court notes that this standard differs from the standard applied in jury trials pursuant to Super. R. Civ. P. 50. Under Rule 50(a)(1), the trial justice views the evidence in the light most favorable to the non-moving party, without weighing the evidence or passing on the credibility of witnesses, in determining if legally sufficient evidence has been produced upon which a reasonable jury could base its verdict. Trainor v. The Standard Times, 924 A.2d 766, 769 (R.I. 2007).

III

Analysis

A

Intentional Interference with Contractual Relations

Plaintiff argues that Defendants interfered with its prospective business relationship with NRI and its existing business relationship with Kenney Manufacturing and Pollock Engineering, and as a result, Realty Maintenance received all three accounts. In addition, Plaintiff alleges that Defendants interfered with its existing business relationship with two other companies, St. Philomena School and Teamworks Centers, by submitting bids to both companies to obtain cleaning jobs while Mr. Bizier and/or Mr. Teixeira were still working for Aid Maintenance.

Defendants contend that Plaintiff has not satisfied the elements of a tortious interference claim. Specifically, Defendants argue that Aid Maintenance did not have long-term contracts with its customers; Mr. Bizier believed that customers were terminating their contracts with Aid Maintenance; Realty Maintenance did not intentionally interfere with Aid Maintenance's business because the companies did different work and Mr. Bizier did not act with legal malice; and Aid Maintenance did not sufficiently prove that any damages arose from Defendants' conduct.

Rhode Island has recognized the tort of intentional interference with prospective contractual relations as defined by Restatement (Second) Torts, § 766B at 20 (1970):

> "'[O]ne who intentionally and improperly interferes with another's prospective contractual relation (except a contract to marry) is subject to liability to the other for the pecuniary harm resulting from loss of the benefits of the relation, whether the interference consists of
>
> "(a) inducing or otherwise causing a third person not to enter into or continue the prospective relation or

> "(b) preventing the other from acquiring or continuing the prospective relation.'" Mesolella v. City of Providence, 508 A.2d 661, 669 (R.I. 1986) (quoting Fed. Auto Body Works, Inc. v. Aetna Cas. & Surety Co., 447 A.2d 377, 380 n.4 (R.I. 1982)).

To state such a claim, Plaintiff must establish: "(1) the existence of a business relationship or expectancy, (2) knowledge by the interferer of the relationship or expectancy, (3) an intentional act of interference, (4) proof that the interference caused the harm sustained, and (5) damages to the plaintiff." Id. The same elements apply to the tort of intentional interference with contractual relations, with the additional requirement that an actual contract exists. Id.

To prove intentional interference, "[m]alice, in the sense of spite or ill will, is not required; rather legal malice—an intent to do harm without justification—will suffice." Belliveau Bldg. Corp. v. O'Coin, 763 A.2d 622, 627 (R.I. 2000). In determining whether interference was unjustified, courts consider the following factors:

> "(1) [T]he nature of the actor's conduct; (2) the actor's motive; (3) the contractual interests with which the conduct interferes; (4) the interests sought to be advanced by the actor; (5) the balance of social interests in protecting freedom of action of the actor and the contractual freedom of the putative plaintiff; (6) the proximity of the actor's conduct to the interference complained of; and (7) the parties' relationship." Id. at 628 n.3 (quotation omitted).

The plaintiff has the burden to make a prima facie showing that the interference was without justification, "[b]ut after the plaintiff establishes these prima facie elements, '[t]he burden of proving sufficient justification for the interference shifts to the defendant.'" Id. at 627 (quoting Smith Dev. Corp. v. Billow Enters., Inc., 112 R.I. 203, 211, 308 A.2d 477, 482 (1973)).

1

Knowledge of Business Relationships

While Aid Maintenance did not have any signed contracts with any of the companies it provided cleaning services for, it certainly had business relationships with said customers. Mr. Noury testified that neither Kenney Manufacturing nor Pollock Engineering had a written contract with Aid Maintenance, and, in fact, either "could have left at any time." Trial Tr. 59:17-25, Jan. 24, 2014. Mr. Loiselle stated that his company "submit[s] proposals and a lot of times we work off a purchase order which is generally good on a month-to-month basis." Id. at 84:4-6. Nevertheless, Mr. Loiselle testified that Kenney Manufacturing and Pollock Engineering used Aid Maintenance for cleaning services for almost twelve years under this system of purchase orders. Id. at 85:10-16. The length of these associations is sufficient evidence of the existence of a business relationship. In addition, there was ample testimony to establish their knowledge of these relationships, as Mr. Bizier was responsible for soliciting most of the customers referenced at the trial for Aid Maintenance.

Plaintiff also argues that Defendants interfered with its prospective business relationship with NRI. To establish such claim, Plaintiff must show that "but for the interference there would have been a relationship or that it is reasonably probable that but for the interference the relationship would have been established." Mesolella, 508 A.2d at 671. Although NRI did call Aid Maintenance in 2001 for services, both Mr. Bizier and Mr. Noury testified that the company was looking for "maintenance work and not janitorial work." Trial Tr. 22:11-21, 23:2-4. Aid Maintenance could not have established a relationship with NRI given that it did not offer the services sought; therefore, Defendants did not interfere in any prospective business relationship. See Bisbano v. Strine Printing Co., 737 F.3d 104, 109 (1st Cir. 2013) (finding no prospective

business relationship between plaintiff and third party because, despite their "long-standing relationship," the third party "wanted no part of the plaintiff"); see also A. Teixeira & Co., Inc. v. Teixeira, 699 A.2d 1383, 1388 (R.I. 1997) (if plaintiff is "financially unable to avail itself of [an] opportunity," defendant may do so on its own).

2

Unjustified Intentional Interference

Beyond simply having knowledge of a business relationship, however, Plaintiff must make a prima facie showing that Defendants' conduct was unjustified; i.e., that "the putative tortfeasors intended to do harm to the contract [and] did so without the benefit of any legally recognized privilege or other justification." Belliveau Bldg. Corp., 763 A.2d at 627. In general, actions taken which constitute mere economic competition do not rise to the level of "improper interference with a valid existing contract." See Dan B. Dobbs et al., The Law of Torts § 630 (2d ed. 2011); see also Am. Private Line Servs., Inc. v. E. Microwave, Inc., 980 F.2d 33, 36-37 (1st Cir. 1992) ("A competitor may 'interfere' with another's contractual expectancy by picking the deal off for himself, if, in advancing his own interest, he refrains from employing unlawful means.") (quoting Doliner v. Brown, 489 N.E.2d 1036, 1038 (Mass. 1986)).

Plaintiff argues that Mr. Bizier was aware of the continuing relationship between Aid Maintenance and Kenney Manufacturing, and sent a proposal to Kenney Manufacturing on September 29, 2008 in order to induce Kenney Manufacturing to cancel its contract with Aid Maintenance. Defendants argue that a representative from Kenney Manufacturing told Mr. Bizier that his company was terminating its contract with Aid Maintenance and, therefore, his understanding was that their relationship was ending. Although Mr. Bizier testified as such at trial, Plaintiff urges this Court to discount this testimony as self-serving. However, Plaintiff did

not present any evidence to refute or impeach this testimony. While acknowledging that Mr. Bizier's testimony is certainly one-sided, this Court cannot find that Plaintiff has met its burden of proving, by a preponderance of the evidence, that Defendants intentionally interfered with Aid Maintenance's relationship with Kenney Manufacturing on the basis of one bid submitted by Realty Maintenance after learning that Kenney Manufacturing was terminating its contract with Aid Maintenance. See Belliveau Bldg. Corp., 763 A.2d at 627.

Plaintiff also argues that Defendants intentionally interfered with an Aid Maintenance proposal submitted to another potential client, St. Philomena School. Specifically, Dana Loiselle, a previous employee of Aid Maintenance, testified that the company had secured a bid with St. Philomena School but that it was later retracted. Trial Tr. 114:18-20, 116:1-3, Jan. 24, 2014. Plaintiff asks this Court to infer that the person who retracted the bid was Mr. Bizier or Mr. Teixeira, in an attempt to secure the relationship for Realty Maintenance instead. However, Plaintiff presented no evidence to support this argument beyond that Mr. Teixeira was present when the Aid Maintenance bid was discussed at work and therefore knew of its existence. Id. at 120:2-7. This unsupported allegation alone is insufficient to prove by a preponderance of the evidence that Defendants intentionally interfered with Plaintiff's bid. Furthermore, Dana Loiselle admitted that St. Philomena School remained with their current vendor after the Aid Maintenance bid was withdrawn, and the account did not go to Realty Maintenance. Id. at 127:2-13.

Even if this Court were to find that Defendants' actions in this case were improper because Mr. Bizier intentionally kept his company's existence a secret from Aid Maintenance while remaining employed there, Defendants were arguably justified in their actions. See Belliveau Bldg. Corp., 763 A.2d at 627; Smith Dev. Corp., 112 R.I. at 211, 308 A.2d at 482.

Testimony at trial from Aid Maintenance agents indicates that it is common in the cleaning industry for customers to switch cleaning companies often. See Trial Tr. 60:9-14 (Mr. Noury agreed that Aid Maintenance often loses customers to competitors who then return to them); 101:12-16 (Mr. Loiselle agreed that any client "has a right to get out [of a cleaning arrangement] within 30 days if they decide to go someplace else"). Realty Maintenance submitted bids to various companies for cleaning and maintenance services; sometimes they were granted a month-to-month contract with the company, and sometimes they were not. There is no evidence that Realty Maintenance submitted bids that were solely designed to undercut Aid Maintenance, or that Realty Maintenance bid for jobs that only solicited a bid from Aid Maintenance, or any other evidence that Mr. Bizier or Mr. Teixeira wrongfully used their positions at Aid Maintenance to gain an advantage for Realty Maintenance. See Ocean State Physicians Health Plan, Inc. v. Blue Cross & Blue Shield of R.I., 883 F.2d 1101, 1113 (1st Cir. 1989) ("'Conduct in furtherance of business competition is generally held to justify interference with others' contracts.'") (quoting Restatement (Second) Torts § 768 at 39 (1979)).

Moreover, neither Mr. Bizier nor Mr. Teixeira signed employment contracts or covenants not to compete with Aid Maintenance, and Plaintiff has not presented this Court with evidence of any confidentiality or proprietary information clauses used anywhere in its business. See Go-Van Consolidators, Inc. v. Piggy Back Shippers, Inc., 111 R.I. 697, 699, 306 A.2d 164, 165 (1973) (rejecting employer's request for injunctive relief against a former employee where the employer did not protect the identity of its customers and the employee had not signed a non-compete agreement).[2] "[T]he law favors vigorous competition," and Plaintiff has not presented

[2] The Court also notes that testimony introduced by Plaintiff's witness at trial further confuses the issue of whether Defendants' actions were truly detrimental to Aid Maintenance. Dana Loiselle, Kenneth Loiselle's son, testified that he was trained by Mr. Bizier for three or four

sufficient evidence to convince this Court that Defendants' actions constituted anything beyond economic competition akin to that of any company in an industry whose custom and practice is to enter into monthly, renewable at-will contracts of indefinite duration with its clients. Ocean State Physicians Health Plan, Inc., 883 F.3d at 1114. Aid Maintenance could have protected itself from Defendants' actions by entering into a more formal and protected relationship with Mr. Bizier and Mr. Teixeira, but chose not to. This Court will not retroactively apply such protections. See Go-Van Consolidators, Inc., 111 R.I. at 699, 306 A.2d at 165.

3

Causation and Damages

To merit damages in a tortious interference case, Plaintiff "must prove either that 'but for' [Defendants'] interference, it would not have suffered injury, or that 'it is reasonably probable that but for the interference' [Plaintiff] would not have been injured." APG, Inc. v. MCI Telecomms. Corp., 436 F.3d 294, 304 (1st Cir. 2006) (quoting Mesolella, 508 A.2d at 671). In this case, Plaintiff must prove that it was "reasonably probable" that Realty Maintenance's various customers would have chosen Aid Maintenance had Defendants not improperly interfered with its bids. See id. Under Rhode Island law, such a showing requires a "high level of probability" and "depends on evidence that is 'reasonably definite and is neither speculative nor remote.'" Id. (quoting Palazzi v. State, 113 R.I. 218, 222, 319 A.2d 658, 662 (1974)).

The evidence presented at trial indicates that companies in the cleaning industry compete aggressively with each other for business and that often, neither Realty Maintenance nor Aid Maintenance was successful in its bid. The simple fact that Aid Maintenance submitted bids for

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months while both were working at Aid Maintenance, for the purpose of starting his own company named Aid Maintenance II. Trial Tr. 121:18-25, 122:11-25. Thus, while Mr. Bizier was working for Aid Maintenance, he was also actively recruiting customers for Aid Maintenance II, a "[s]eparate company" as defined by Dana Loiselle. Id. at 111:13.

cleaning jobs for which Realty Maintenance also submitted bids is "wholly speculative," and thus, insufficient to satisfy the causation element. See APG, Inc., 436 F.3d at 305 (noting that without a showing of a "sufficiently developed or focused interest" in plaintiff, it "would be wholly speculative to find that [defendant's] entry into the competition caused a loss" to plaintiff).

Moreover, Plaintiff has not adequately quantified how much, if at all, Aid Maintenance suffered as a result of Defendants' actions. "The basic requirement for the recovery of loss of profit is that such loss must be established with reasonable certainty." Smith Dev. Corp., 112 R.I. at 212, 308 A.2d at 482. Rhode Island courts "do not require mathematical certainty in this calculation." Abbey Medical/Abbey Rents, Inc. v. Mignacca, 471 A.2d 189, 195 (R.I. 1984). Nevertheless, this Court must be "guided by some rational standard." Id. "[O]ne of the ways of establishing a loss of profits is by showing the past history of a successful and profitable operation of the business," as long as "the prospective profit loss can be proven with reasonable certainty." Smith Dev. Corp., 112 R.I. at 213, 308 A.2d at 482-83.

The only testimony on the record regarding a computation of damages is from Mr. Loiselle, the president of Aid Maintenance. He stated that Aid Maintenance "work[s] on 20 percent gross profit," and noted that twenty percent "is the usual percentage in the trade." Trial Tr. 77:17-18, 79:4-5. He further contended that tax returns filed for Realty Maintenance show that the company made "about 2.5 million" dollars from 2005 through 2008. This figure was compiled by adding a single line entitled "gross receipts" from each of these corporate tax returns. Plaintiff contends that because Mr. Bizier was an employee of Aid Maintenance for these years, "those sales should be for Aid Maintenance," and damages should be awarded in the amount of $500,000, or twenty percent of 2.5 million dollars. Id. at 79:19-25.

However, simply testifying to one company's average profit percentage and asking this Court to apply that number to another company's gross income is wholly insufficient to establish a loss of profits with "reasonable certainty." This Court is constrained to conclude that Plaintiff's suggested measure of lost profits is superficial, conclusory, and legally deficient. Plaintiff presented no foundation for its estimate of 2.5 million dollars beyond Mr. Loiselle's simplistic analysis of Realty Maintenance tax returns. This number does not take into account any business Realty Maintenance obtained completely independent of Mr. Bizier's relationship with Aid Maintenance, nor does it address the company's business expenses in those years. Guzman v. Jan-Pro Cleaning Systems, Inc., 839 A.2d 504, 508 (R.I. 2003) ("In calculating damages for future lost profits, anticipated expenses should be deducted from anticipated revenues."). In addition, there is no foundation for this Court to accept Plaintiff's estimate that Aid Maintenance makes a twenty percent profit on its accounts, especially considering that Mr. Loiselle admitted in depositions that the company has accepted accounts with a fifteen percent profit in the past. Trial Tr. 108:12-24, 109:1-3. Therefore, Plaintiff has failed to prove with reasonable certainty the amount of damages it would be entitled to if this Court had found that Defendants intentionally interfered with its contracts. See Troutbrook Farm, Inc. v. DeWitt, 611 A.2d 820, 825 (R.I. 1992) (finding that plaintiff "did not meet its burden of proving lost profits with reasonable certainty" because the plaintiff did not provide information on expenses).

IV

Conclusion

As this Court observed at the outset, the Defendants were less than honorable and forthright in their employment relationship with Plaintiff. Yet, however offensive their conduct was during the years in question, this Court must apply the law to the facts in the record, and, in

doing so, the Court is unable to afford the relief sought by Plaintiff. For the reasons set forth in this Decision, the Court finds that Plaintiff has failed to prove its claim of intentional interference with present and prospective contractual relations against Defendants by a preponderance of the evidence. Accordingly, judgment shall enter in favor of Defendants and against Plaintiff. Counsel shall submit the appropriate judgment for entry.

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

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COURT:	Providence County Superior Court
DATE DECISION FILED:	February 20, 2014
JUSTICE/MAGISTRATE:	Procaccini, J.
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