

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU-----X  
PATRICIA DEERIN, as Executor of the  
Estate of Douglas Deerin,

Plaintiff,

**AFFIRMATION**  
**IN OPPOSITION**

- against -

OCEAN RICH FOODS, LLC, a/k/a OCEAN EDGE  
FOODS, RICHARD MARINO, and DEAN BERMAN,Index No. 600536/14  
(Driscoll, J.)Defendants,  
-----X

JOHN E. RYAN, an attorney duly admitted to practice law before the Courts of this State, affirms the following to be true, under penalty of perjury:

1. I am a Member of the firm of Ryan, Brennan & Donnelly LLP, attorneys for Defendants OCEAN RICH FOODS, LLC d/b/a Ocean Edge Foods ("OCEAN") RICHARD MARINO ("MARINO") and DEAN BERMAN ("BERMAN"). This affirmation is submitted in opposition to the motion by Plaintiff PATRICIA DEERIN, as Executor of the Estate of Douglas Deerin ("DERRIN"), brought on by Order to Show Cause, for a preliminary injunction, pursuant to CPLR § 6301:

restraining, enjoining and prohibiting spending, transferring, distributing, secreting, liquidating, hypothecating, pledging, disbursing or otherwise disposing of the \$1.5 million of life insurance proceeds from the life insurance policy on the life of Douglas Deerin received by OCEAN RICH FOODS, LLC.

See Exhibit "A," Order to Show Cause, dated February 19, 2014. (emphasis supplied).

2. Following an oral application by DEERIN on February 26, 2014, the Court struck from the Order to Show Cause the temporary restraining order, seeking the same relief. Id. For the reasons articulated before the Court at the time and as set forth

below, the same result should follow with respect to DEERIN's present application for a preliminary injunction.

3. The crux of DEERIN's application is that, following the death of Douglas Deerin ("Deceased"), OCEAN, MARINO and BERMAN failed to pay \$1.5 million in life insurance policy proceeds to DEERIN, as purportedly required by an unsigned "Cross-Purchase Agreement," dated \_\_\_\_\_ of 2009, and related documents, all of which are attached to the Order to Show Cause. As correctly alleged in DEERIN's complaint, MARINO, BERMAN and Douglas Deerin ("the DECEASED"), were the three members of OCEAN, until the untimely demise of the DECEASED on January 28, 2013. See Complaint at paras. 1-7.

4. The Complaint alleges further that "the Company was the sole owner and beneficiary" of various policies "issued to it" on the lives of MARINO, BERMAN and the DECEASED. Id. at paras 9-10. In particular, the Complaint expressly alleges that "OCEAN" was the owner and beneficiary of John Hancock Policy No. 81 602 369 in the amount of \$1.5 million, insuring the life of the DECEASED. A copy of this policy is annexed hereto as Exhibit "B." Dated January 28, 2008, one year before the so-called "Agreement" and five years before the death of the DECEASED, this policy provides that OCEAN is the "owner" and sole beneficiary of same. Id. It should also be noted that the subject policy is a "Key Person" policy. Id. at p. 2, para. 8(a).

5. As set forth in the affirmation submitted by DEERIN's attorney in support of this application, a party seeking a preliminary injunction must establish: (1) the likelihood of success on the merits; (2) irreparable injury in the absence of the injunction; and (3) a balancing of the equities in the Plaintiff's favor. See CPLR 6301 (and cases cited thereunder). However, an application for preliminary injunction must also

demonstrate that its claim falls within one of the categories enumerated under the statute. Id. Not only has DEERIN failed to demonstrate that the claims set forth in its complaint meet any of the categories set forth under CPLR § 6301, it has failed to establish entitlement to such relief under the three-pronged standard under which it seeks to enjoin the Defendants.

6. As confirmed by the very documents attached to Plaintiff's application, the so-called "Purchase Agreement," upon which DEERIN's claim is based, never was signed by the DECEASED, MARINO, BERMAN or OCEAN. Perhaps self-evident, no agreement exists unless and until the parties have ascribed their assent thereto in a writing which binds them. See Crabtree v. Elizabeth Arden Sales Corp., 305 N.Y. 48 (1953). More importantly for purposes of this case, the law regarding so-called unsigned "agreements" is statutorily mandated. Such a document

is void, unless some note or memorandum thereof be in writing and subscribed by the party to be changed therewith . . . if such Agreement . . . [b]y its terms is not to be performed within one year from the making thereof or the performance of which is not to be completed before the end of a lifetime. . . .

New York General Obligations Law § 5-701(1) (emphasis supplied).

7. The so-called "agreement" upon which DEERIN relies, which is dated one year after the "Key Man" insurance policy was obtained by OCEAN on the lives of its three members, never was signed by anyone. As specifically set forth in the Complaint, the "performance" called for under this unsigned "agreement" could not occur until the death of the insured member of OCEAN. As such, as a matter of law, it is "void." Id. Accordingly, DEERIN has no likelihood of success on the merits.

8. As to irreparable injury, the only "harm" cited by DEERIN is alleged by its attorney:

If Defendants are allowed to spend the life insurance policy proceeds, [OCEAN] will not be able to pay a judgment awarded to Plaintiff.

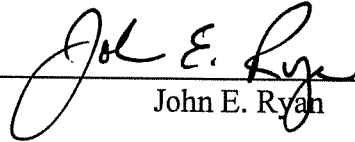
Affirmation In Support of Order To Show Cause and Preliminary Injunction, of Gregory Haber, dated February 5, 2014, at Para. 14.

9. It is settled that potential economic loss, compensable by money damages, does not constitute "irreparable injury" for purposes of a preliminary injunction. See DeFazio v. Omnipoint Communications, Inc., 66 A.D. 2d 635 (2d Dep't 2009). Similarly, simply alleging that a defendant is potentially insolvent does not establish "irreparable injury" for purposes of a preliminary injunction. Wurtembergsche Fire Ins. Co. v. Pan Atlantic Underwriters, Ltd., 133 A.D. 2d 268 (2d Dep't 1987). In fact, DEERIN's application for a preliminary injunction is nothing more than a request for a pre-judgment order of attachment of OCEAN's assets, which simply cannot be granted.

10. Finally, DEERIN also has failed to demonstrate a balancing of the equities in its favor. DEERIN cannot establish any legal right to the insurance proceeds that have been paid to OCEAN. Conversely, OCEAN legally received those insurance proceeds in accordance with the express terms of the policy in question. See Exhibit "B." MARINO and BERMAN, as members of OCEAN, are legally entitled to utilize these funds in the regular course of OCEAN's business.

WHEREFORE, it is respectfully requested that Plaintiff's motion for preliminary injunction be denied, together with such other and further relief as this Court deems, proper.

DATED: Floral Park, New York  
March 10, 2014

  
\_\_\_\_\_  
John E. Ryan

**Exhibit A**

COURTESY OF  
Original E-filed as  
Document #

FILED TO ATTENTION  
CONFIRMED ON 2/19/14

*special*  
At a Term, ~~Part 15~~ of the Supreme Court  
of the State of New York, County of Nassau  
at 100 Supreme Court Dr., Mineola, NY, on the 19<sup>th</sup> day of  
February, 2014

HON. ANTONIO I. BRANDVEEN

PRESENT: Hon. Timothy S. Driscoll  
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

PATRICIA DEERIN as Executor of the Estate of Douglas  
Deerin,

Plaintiff,

-against-

OCEAN RICH FOODS, LLC, a/ka/ OCEAN EDGE  
FOODS, RICHARD MARINO, and DEAN BERMAN,

Defendants,

Index No. 600536/14

Driscoll

**ORDER TO SHOW CAUSE  
ACCOMPANYING  
COMMENCEMENT  
DOCUMENTS**

MOTION SEQUENCE# 1

ORIGINAL RETURN DATE 3/5/14

RELIEF OPI

Submission deadline 3/5/14

*of Gregory Haber dated Feb 5, 2014*  
Upon the annexed Affirmation in Support of Order to Show Cause, and Verified  
Complaint of PATRICIA DEERIN as Executor of the Estate of Douglas Deerin, the holder of a  
1/3 membership interest in OCEAN RICH FOODS, LLC, a/k/a OCEAN EDGE FOODS, a  
limited liability company having its principal place of business in the County of Nassau, State of  
New York, for a Temporary Restraining Order and Preliminary Injunction pursuant to CPLR  
§6301, duly filed by Plaintiff on the 5<sup>th</sup> day of February, 2014, with the exhibits annexed  
thereto.

16  
**ORDERED** that the Defendants, OCEAN RICH FOODS, LLC, RICHARD MARINO,  
and DEAN BERMAN, show cause at an IAS part 5 of the Supreme Court, State of New York,  
County of Nassau, at the Courthouse located at 100 Supreme Court Drive, Mineola, New York,  
on the 5<sup>th</sup> day of MARCH 2014 at 9:30 A.M. in the forenoon of that day, or as soon thereafter as

counsel can be heard, why an Order should not be made and entered granting a Temporary Restraining Order and Preliminary Injunction pursuant to CPRL §6301, restraining, enjoining and prohibiting spending, transferring, distributing, secreting, liquidating, hypothecating, pledging, disbursing or otherwise disposing of the \$1.5 million of life insurance proceeds from the life insurance policy on the life of Douglas Deerin received by OCEAN RICH FOODS, LLC,

*JSC*  
**AND IT IS FURTHER ORDERED** that pending a hearing on this application, that the Defendants, OCEAN RICH FOODS, LLC, RICHARD MARINO, and DEAN BERMAN, and their agents or anyone acting on their behalf are restrained, enjoined and prohibited from moving, removing, selling, assigning, transferring, distributing, secreting, liquidating, hypothecating, pledging, encumbering, disbursing or otherwise disposing of any of the assets of the Estate of Douglas Deerin that are currently collateral for any loans or lines of credit OCEAN RICH FOODS, LLC may have;

*CPD*  
**ORDERED** that any response papers, to this motion shall be delivered to Plaintiff's attorney at least 48 hours before the return date of this motion.

*Personal*  
**SUFFICIENT REASON APPEARING THEREOFOR**, let service of a copy of this Order and *the Summons With Index Number and Filing Date Endorsed Thereon* Verified Complaint, together with a copy of the papers upon which it is based, to be effected upon Defendants, OCEAN RICH FOODS, LLC, RICHARD MARINO, and DEAN BERMAN on or before *February 26th*, 2014 be deemed good and sufficient services.  
*JSC*  
*2/26*

ENTER

J.S.C.

**Exhibit B**





John Hancock Life Insurance Company of New York  
A Stock Company

LIFE INSURED      DOUGLAS J DEERIN  
POLICY NUMBER      81 602 369  
PLAN NAME      John Hancock Term 15

**TERM LIFE POLICY**

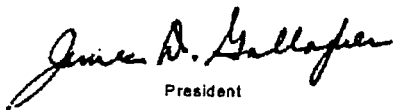
LEVEL PREMIUMS FOR THE PERIOD SHOWN IN THE POLICY SPECIFICATIONS SECTION 1.  
RENEWABLE ANNUALLY TO AGE 80.  
CONVERTIBLE WITHIN THE CONVERSION PERIOD.  
BENEFIT PAYABLE ON DEATH ON OR BEFORE EXPIRY DATE.  
NON-PARTICIPATING (NOT ELIGIBLE FOR DIVIDENDS).

Subject to the conditions and provisions of this policy, if the Life Insured dies while the policy is in force, the John Hancock Life Insurance Company of New York ("the Company") agrees to pay the Death Benefit to the beneficiary in a lump sum, and to provide the other benefits, rights, and privileges, if any, of the policy. The Death Benefit is described in Section 3. If the Company makes other plans of payment available other than a lump sum, then a Beneficiary may request written election of any such other plans in lieu of a lump sum.

**READ YOUR POLICY CAREFULLY. It is a contract between you and us.**

**RIGHT TO RETURN POLICY.** If for any reason you are not satisfied with your policy, you may return it for cancellation within TEN days after receiving it by delivering or mailing it to us or to the agent who sold it. We will refund in full the payment made. The policy will be void from the beginning.

Signed for the Company by:

  
President

  
Secretary

07TERM

TERM0107ANY

**1. POLICY SPECIFICATIONS**

Life Insured	DOUGLAS J DEERIN	Plan Name	John Hancock Term 15
Age at Policy Date	54	Policy Number	81 602 369
Sex	Male	Issue Date	May 28, 2008
Risk Classification	Preferred Non Smoker	Policy Date	Jan 28, 2008
		Expiry Date	Jan 28, 2034
Additional Ratings for Base Policy	Not Applicable		
Plan	Term Life, renewable to Age, 80, non-participating Level Premium Period shown below		
Conversion Period	Up to the earlier of the 10th policy anniversary or the policy anniversary nearest the life insured's attainment of age 75		
Level Premium Period	15 years, through Jan 27, 2023		
Supplementary Benefits	Not Elected		
Owner, Beneficiary	As designated in the application or subsequently changed		
Governing Law	New York		
Face Amount	\$1,500,000		
Minimum Face Amount	\$250,000		
Premium Mode	Monthly		
Face Amount Decrease	Policy Year 1 to 3	Not Allowed	
	Policy Year 4 to 6	50% of face amount at issue or less*	
	Policy Year 7 and thereafter	Allowed*	
	*Provided that the decrease does not fall below the minimum face amount shown above.		
Initial Premium	\$361.20	(Includes Term Life Premium plus premium for any Supplementary Benefits)	

When premiums are paid at intervals more frequently than annually, the annualized amount will be higher as shown for the level premium period for the base policy in the following table.

FREQUENCY	ANNUALLY	SEMI-ANNUALLY	QUARTERLY	MONTHLY
TERM LIFE PREMIUM	\$4,090.00	\$2,104.85	\$1,084.35	\$361.20
ANNUALIZED PREMIUM	\$4,090.00	\$4,209.70	\$4,337.40	\$4,334.40
POLICY FEE (INCLUDED IN TERM LIFE PREMIUM)	\$100.00	\$ 50.00	\$ 27.00	\$ 12.00

The following premium schedule shows the amount payable for the premium frequency as elected on the application.



## Application for Term Life Insurance - Single Life

John Hancock Life Insurance Company of New York  
(hereinafter referred to as The Company)

Mailing Address:  
John Hancock New York  
New Business Service Center  
PO Box 4808  
Niagara Square Station  
Buffalo NY 14240-4808  
Policy No. (for Internal Use Only)  
81602369

Courier Address:  
John Hancock New York  
New Business Service Center  
200 Bloor Street East  
Toronto ON  
Canada M4W 1E5

• Print and use black ink. Any changes must be initialed by the Proposed Life Insured and Owner.

### Proposed Life Insured

1. a) Name	First Douglas J	Middle Deerin	Last	b) Date of Birth	month 7	day 29	year 1953
c) Sex	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	d) Place of Birth	New Jersey	e) Citizenship	<input checked="" type="checkbox"/> U.S. <input type="checkbox"/> Other		
f) Social Security/ Tax ID Number	[REDACTED]		g) Driver's Information	License No. D21941797107532	State NJ		
h) Primary Residence	Address - Street No. & Name, Apt No., City, State, Zip code 321 Hillside Ave., Livingston NJ 07039					Years at this Address	27
i) If you live at your primary residence less than 6 months per year, provide the address for your secondary residence.							
Secondary Residence					Address - Street No. & Name, Apt No., City, State, Zip code		
j) Tel Nos.		Home (973) 533-0971		k) Employment Information		Occupation Managing Partner	
		Business (516) 833-1600				Name of Employer Ocean Rich Foods	

Owner - Complete information only if Owner is other than Proposed Life Insured.  
If Trust Owner, complete questions 2 a), c) and d) and Trust Certification PS5101NY.

2. a) Name	Ocean Rich Foods	b) Relationship to Proposed Life Insured	Employer
c) Address - Street No. & Name, Apt No., City, State, Zip code	3 Expressway Plaza, No. 115, Roslyn Heights, NY 11577	d) Social Security/Tax ID Number	

### Premium Notices and Correspondence

3. a) Send Premium Notices to: (Select one)	
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Proposed Life Insured <input type="checkbox"/> Other: Name _____ Street No. & Name, Apt No., City, State, Zip code _____	
b) Send Policy Correspondence to: (Select one)	
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Proposed Life Insured <input type="checkbox"/> Same as 3. a) above <input type="checkbox"/> Other: Name _____ Street No. & Name, Apt No., City, State, Zip code _____	
c) Secondary Addressee - You can make the designation below when you or the Life Insured become a senior citizen (age 65 or older). The Company will also mail lapse notices for overdue premiums to any Secondary Addressee you designate. If you want this option, provide the following information.	
Owner - Date of Birth	month _____ day _____ year _____
Name of Secondary Addressee	Street No. & Name, Apt No., City, State, Zip code _____

Beneficiary Information - Subject to change by Owner - List additional beneficiaries in Special Requests, page 3, question 18.

4. First	Middle	Last	<input type="checkbox"/> Primary	Relationship to Proposed Life Insured	Percentage
The owner			<input type="checkbox"/> Secondary		%
First	Middle	Last	<input type="checkbox"/> Primary	Relationship to Proposed Life Insured	Percentage
			<input type="checkbox"/> Secondary		%

### Policy Details

5. a) Amount applied for	\$ 1,500,000.00
b) John Hancock Term	Level Premium <input type="checkbox"/> Term 10 <input checked="" type="checkbox"/> Term 15 <input type="checkbox"/> Term 20 <input type="checkbox"/> Term 30 <input type="checkbox"/> Other -
c) Additional Benefits	<input type="checkbox"/> Accelerated Death Benefit <input type="checkbox"/> Total Disability Waiver <input type="checkbox"/> Conversion Extension Rider (Term 15, Term 20 and Term 30 only)
d) Premium Frequency	<input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> List Billed <input checked="" type="checkbox"/> Pre-Authorized Payment Plan - Complete

"Request for Pre-Authorized Payment Plan" - page 3

NB5092NY (04/2007)

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Page 1 of 4

**Existing and Pending Insurance - Proposed Life Insured**

6. a) Total insurance in force on the Proposed Life Insured, including any policy that has been sold, assigned or settled to or with a settlement or viatical company or any other person or entity. \$ 1,000,000.00
- b) Including this application, total insurance currently applied for with all companies via Formal Applications \$ 3,000,000.00
- c) Of the above applied for amount in 6 b), what is the maximum amount that you will accept? \$ 3,000,000.00
- d) Have you ever had an application for life or health insurance declined, postponed, rated substandard or offered with a reduced face amount?  
☒ No ☐ Yes - give details

- e) Provide information for each policy in force on the Proposed Life Insured, including any policy that has been sold, assigned or settled to or with a settlement or viatical company or any other person or entity. (Attach additional page if necessary.)

Company	Insurance			Issue Date			To Remain in Force?		Face Amount
	Group	Personal	Business	month	day	year	Yes	No	
Phoenix	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			1992	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 1,000,000.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$

**Existing Insurance - Owner(s) Replacement(s)**

7. Is this insurance to replace, or will it cause a change in, or involve a loan under, any insurance or annuity policy on any Proposed Life Insured's life or in any insurance or annuity policy owned by the Owner? ☐ Yes ☒ No If Yes, please complete the necessary replacement forms.

**Financial Questions - Please submit copies of financial statements, estate analysis, contractual agreements, etc.**

8. a) What is the purpose of this Insurance? (e.g. income replacement, buy-sell, keyperson) Key Person
- b) Gross annual earned income (salary, commissions, bonuses, etc.) \$ 210,000.00
- c) Gross annual unearned income (dividends, interest, net real estate income, etc.) \$ 47,000.00
- d) Household net worth \$ 1,000,000.00
- e) In the last 5 years, has the Proposed Life Insured or any business of which he/she is a partner/owner/executive had any major financial problems (bankruptcy, etc.)? ☒ No ☐ Yes - give details
9. a) What is the source of the funding for the policy(ies) currently applied for? Business income
- b) If the premiums are to be funded through a loan, please provide details of the financing arrangement.  
☒ N/A ☐ Details of the arrangement

**Business Insurance - Complete for ALL Business Insurance**

- |                                      | Current Year     | Previous Year |
|--------------------------------------|------------------|---------------|
| 10. a) Assets                        | \$ 4,200,000.00  | \$            |
| b) Liabilities                       | \$ 3,000,000.00  | \$            |
| c) Gross Sales                       | \$ 46,000,000.00 | \$            |
| d) Net Income after taxes            | \$ 700,000.00    | \$            |
| e) Fair Market Value of the business | \$ 4,500,000.00  | \$            |
- f) How was the amount applied for determined?  
Client request
- g) What percentage of the business is owned by Proposed Life Insured? 33.33 %
- h) Are other partners/owners/executives insured or applying for life insurance with any company? ☒ Yes ☐ No  
 Give details  
Prudential, Metlife

**Lifestyle Questions - Please provide details in No 15 for "Yes" answers.**

11. Do you expect to travel outside the U.S. or Canada, or change your country of residence in the next 2 years? ☐ Yes ☒ No
12. a) Have you flown as a student pilot, licensed pilot, or crew member in any aircraft, including ultralight planes, in the last 2 years? If Yes, please complete Aviation Questionnaire NB5009NY. ☐ Yes ☒ No
- b) Have you engaged in any form of motor vehicle or power boat racing, sky diving/parachuting, skin or scuba diving, hang-gliding, mountain climbing, or any other hazardous activities in the last 2 years? If Yes, please complete Avocation Questionnaire NB5010NY. ☐ Yes ☒ No
13. a) Have you committed 2 or more moving violations within the last 2 years? ☐ Yes ☒ No
- b) Have you been convicted of driving while intoxicated or while otherwise impaired? ☐ Yes ☒ No
14. In the last 10 years, have you been convicted of a felony offense? ☐ Yes ☒ No

15. Question No. Details for any "Yes" answers to Lifestyle Questions

STATE OF NEW YORK, COUNTY OF

SS.:

I, the undersigned, an attorney admitted to practice in the courts of New York State,

☐ Certification By Attorney certify that the within has been compared by me with the original and found to be a true and complete copy.

☐ Attorney's Affirmation state that I am the attorney(s) of record for

action; I have read the foregoing in the within and know the contents thereof; the same is true to my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters I believe it to be true. The reason this verification is made by me and not by

The grounds of my belief as to all matters not stated upon my own knowledge are as follows:

I affirm that the foregoing statements are true, under the penalties of perjury.

Dated:

STATE OF NEW YORK, COUNTY OF

SS.:

I, the undersigned, being duly sworn, depose and say: I am

☐ Individual Verification in the action; I have read the foregoing

and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe it to be true.

☐ Corporate Verification

the of a

corporation and a party in the within action; I have read the foregoing and know the contents thereof; and the same is true to my own knowledge,

except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true. This verification is made by me because the above party is a corporation and I am an officer thereof.

The grounds of my belief as to all matters not stated upon my own knowledge are as follows:

Sworn to before me on

The name signed must be printed beneath

STATE OF NEW YORK, COUNTY OF NASSAU

SS.:

(If more than one box is checked—indicate after names type of service used.)

I, the undersigned, being sworn, say: I am not a party to the action, am over 18 years of age and reside at Westbury, New York 11590

On March 10, 2014

I served the within AFFIRMATION IN OPPOSITION

☒ Service By Mail by mailing a copy to each of the following persons at the last known address set forth after each name below.

☐ Personal Service on Individual by delivering a true copy of each personally to each person named below at the address indicated. I knew each person served to be the person mentioned and described in said papers as a party therein:

☒ Service by Electronic Means by transmitting a copy to the following persons by ☐ FAX at the telephone number set forth after each name below ☒ E-MAIL at the E-Mail address set forth after each name below, which was designated by the attorney for such purpose, and by mailing a copy to the address set forth after each name.

☐ Overnight Delivery Service by dispatching a copy by overnight delivery to each of the following persons at the last known address set forth after each name below.

BY MAIL AND E-MAIL TO: ghaber@haberfirm.com  
Gregory Haber, Esq.

Attorney for Plaintiff  
112-41 Queens Blvd., Suite 201  
Forest Hills, New York 11375  
(718) 793-9700

Sworn to before me on March 10, 2014

JOHN E. RYAN  
Notary Public, State of New York  
No. 4833430  
Qualified in Nassau County  
Commission Expires Sept. 30 2017

Patricia A. Macchia

NOTICE OF ENTRY

PLEASE take notice that the within is a (*certified*) true copy of a duly entered in the office of the clerk of the within named court on

Dated,

Yours, etc.

Attorney for

Office and Post Office Address

To

Attorney(s) for

NOTICE OF SETTLEMENT

PLEASE take notice that an order of which the within is a true copy will be presented for settlement to the Hon.

one of the judges of the within named Court, at

on

at

M.

Dated,

Yours, etc.

Attorney for

Office and Post Office Address

To

Attorney(s) for

Index No. 600536/14

Year

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU  
PATRICIA DERIN, as Executor of the  
Estate of Douglas Derin,

Plaintiff,

- against -

OCEAN RICH FOODS, LLC, a/k/a  
OCEAN EDGE FOODS, RICHARD MARINO,  
and DEAN BERMAN,  
Defendants.

AFFIRMATION IN OPPOSITION

Signature (Rule 130.1.1-a)

Placed name beneath

JOHN E. RAN

Attorney for Defendants

Office and Post Office Address, Telephone

To

Attorney(s) for

Service of a copy of the within is hereby admitted.  
Dated

Attorney(s) for