

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. SUCV2008-0270-B

*Alford. See Memorandum of Decision and Order.
Elm Valley Hc 12/17/10*

BOARD OF TRUSTEES OF THE CLARENDON/ WARREN CONDOMINIUM TRUST,	)	<i>NOHESANT</i>
	)	<i>12.20.10</i>
	)	<i>RAJ</i>
	)	<i>2 PCOR PHD</i>
Plaintiff,	)	<i>WCLLP</i>
vs.	)	<i>EAA</i>
	)	<i>RJ</i>
JOSE A. COTTO,	)	<i>MERS Inc</i>
	)	<i>gmd</i>
Defendant,	)	<i>AAG</i>
and	)	<i>(md)</i>
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and SECRETARY OF THE EXECUTIVE OFFICE OF COMMUNITIES AND DEVELOPMENT,)	
Defendants/Parties-In-Interest.)	

SUFFOLK COUNTY
MICHAEL J. HARRIS
CLERK/JUDGE
2010 JUN - 8 PM 2:00

**PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT
AS TO DEFENDANT JOSE A. COTTO**

NOW COMES the Plaintiff, the Board of Trustees of the Clarendon/Warren Condominium Trust (hereinafter "Board" or "Plaintiff"), and hereby moves this Court pursuant to Mass. R. Civ. P. 56, to enter summary judgment in its favor, and against the Defendant, Jose A. Cotto (hereinafter "Cotto" or "Defendant"), in the amount of \$66,098.15, and declare that said sum constitutes a lien against the Defendant's unit, in accordance with the provisions of G. L. c. 183A.

In support of this motion, the Plaintiff states that no genuine issue as to any material fact exists, and that the Plaintiff is entitled to judgment as a matter of law.

COMMONWEALTH OF MASSACHUSETTS

611

SUFFOLK, ss.

TRIAL COURT
SUPERIOR COURT
DEPARTMENT

*Denied. See Memorandum Decision
and Order. San Gabriel Dec 12/17/10*

BOARD OF TRUSTEES OF THE
CLARENDON/WARREN CONDOMINIUM
TRUST,

Plaintiffs,

v.

JOSÉ A. COTTO

Defendant,

And

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC. and
SECRETARY OF THE EXECUTIVE OFFICE
OF COMMUNITIES AND DEVELOPMENT,
Defendants/Parties-In-Interest

CIVIL ACTION NO. SUCV2008-0270-B

2010 JUN - 8 PM 4: 18
CLERK/NOTARY STATE

**DEFENDANT JOSÉ A. COTTO'S
MOTION FOR SUMMARY JUDGMENT AGAINST TRUSTEES**

*Notice sent
12.20.10*

Pursuant to Mass. R. Civ. P. 56, the defendant José A. Cotto moves this Court for an

*RAY
LPC/PLD
WLLP*

order entering summary judgment in his favor on all counts of Plaintiff's Complaint.

As grounds for his motion, Mr. Cotto states:

*EAA
R.N
MERSTON
JMD
AAG
(MD)*

1. The Trustees have "fined" him for feeding birds on a *public sidewalk* in front of the Condominium.

2. Trustees now seek to foreclose on his condominium unit to collect these "fines."

3. The governing statute, M.G.L. c. 183A, does not give the Trustees power to regulate public property.

NOTIFY

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION
NO. 08-0270-B

BOARD OF TRUSTEES OF THE CLARENDON/WARREN CONDOMINIUM TRUST

vs.

JOSE A. COTTO & others¹

MEMORANDUM OF DECISION AND ORDER ON PLAINTIFF'S AND DEFENDANT JOSE A. COTTO'S CROSS-MOTIONS FOR SUMMARY JUDGMENT

In this action, the plaintiff Board of Trustees of the Clarendon/Warren

Condominium Trust ("the Board") asserts that defendant Jose A. Cotto ("Cotto"), a unit

owner at the Clarendon/Warren Towers Condominium ("the condominium"), is liable for

unpaid fines he incurred for violating condominium rules. The Board and Cotto now

cross-move for summary judgment. For the following reasons, the Board's Cross-Motion

for Summary Judgment is **ALLOWED** and Cotto's Cross-Motion for Summary

Judgment is **DENIED**.

BACKGROUND

The undisputed material facts as revealed by the summary judgment record are as follows. The condominium and its Board are governed in part by a Master Deed and a Declaration of Trust. As relevant to this case, Section 9(f) of the Master Deed provides:

"no . . . offensive conduct, all as determined by the [Board] . . . shall be permitted on the Condominium Premises The [Board] shall enforce said restrictions by all lawful means, and shall have the right to collect, and each Unit Owner

¹ Mortgage Electronic Registration Systems, Inc. and Secretary of the Executive Office of Communities and Development, as defendants/parties-in-interest

Notice sent

12.20.10

RAJ

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AAG

(md)

responsible for any breach of any such restriction shall be liable to pay to the [Board], all costs and expenses incurred by it in enforcing such restrictions including, without limiting the foregoing, reasonable attorneys fees and such lawful fines and penalties as the [Board] may determine”

Also relevant to this case, Section 5.1 of the Declaration of Trust states that “[t]he Trustees shall, subject to and in accordance with all applicable provisions of Chapter 183A, have the absolute control, management and disposition of the trust property [which includes] the Common Area and Facilities . . . and without limiting the generality of the foregoing, have the full power and uncontrolled discretion . . . at any time and from time to time” to do the following:

Section 5.1(r): “To enforce obligations of the Unit Owners and to levy reasonable fines against the Unit Owners for violations of the restrictions contained in this Declaration of Trust, the Master Deed or the Rules and Regulations The Trustees shall maintain a schedule of fines and shall make such schedule available to all Unit Owners upon request. Each day a violation continues after the Unit Owner has received written notice of such violation shall be treated as a separate violation. Any fine so levied shall be enforced against the Unit Owner involved as if the fine were a Common Expense owed by such Unit Owner. Such levy of fines shall not replace or abrogate any action for damages or injunctive relief as provided by law or by the Master Deed, this Declaration of Trust, or the Rules and Regulations”

Section 5.1(s): “Generally, in all matters not herein otherwise specified, to control, manage and dispose of the Trust Property as if the Trustees were the absolute owners thereof and to do any and all acts . . . which by their performance thereof shall be shown in their judgment for the best interest of the Unit Owners. . . .”

Cotto is a low-income unit owner at the condominium. Approximately 200 times between 2006 and 2008, Cotto spread birdseed on the condominium’s common areas² and on the public sidewalk adjacent to the condominium on Warren Avenue. Cotto admits

² Specifically, he spread birdseed on the condominium’s parking area and breezeway.

that between 2006 and June 1, 2007, he spread birdseed on the common areas, but maintains that from June 1, 2007 to January 2008, he spread it only on the public sidewalk.³

Each time Cotto spread birdseed, twenty or more pigeons would gather. Unit owners complained that there were several new pigeons on the Warren Avenue side of the building, and an abundance of pigeon droppings on the condominium property and the adjacent sidewalk. One unit owner discovered rodents in the condominium walls facing Warren Avenue. The management removed the wall and found decomposing rodents, rodent feces and urine. Despite unit owners' complaints, Cotto continued to spread birdseed.

The Board received several complaints and warned Cotto it would fine him if he continued to spread birdseed. In a letter dated May 30, 2007, the Board warned Cotto that if he continued to "spread the birdseed over the parking lot, sidewalk, or anywhere else on the property, [it would fine him] \$25 per day until these actions stop" Despite the warnings, Cotto continued to spread the birdseed. On June 1, 2007, after determining that Cotto's misconduct violated the Master Deed, the Board began fining Cotto \$25 per day. On June 11, 2007, the Board sent Cotto written notice confirming the fine, and on November 9, 2007, it reminded him of the fine. On December 3, 2007, the Board sent Cotto written notice that it was increasing the fine to \$50 per day. Cotto finally stopped spreading birdseed in April 2008.

³ For the reasons discussed infra, it is immaterial whether Cotto spread birdseed on the common areas or the adjacent sidewalk.

Between June 1, 2007 and April 10, 2008, the Board assessed against Cotto a total of \$10,750 in fines, \$575 in late fees, and \$300 in property management collection fees. Cotto paid a portion of this, and the Board now seeks to collect the following unsatisfied amounts: \$7,885 in fines; \$500 in late fees; and \$300 in property management collection fees. The Board also requests payment of \$57,413.15 in reasonable attorney's fees which it incurred through April 30, 2010. The Board brings this action seeking to (1) establish Cotto's liability for the debt pursuant to G. L. c. 183A, § 6; (2) enforce the statutory lien against Cotto pursuant to G. L. c. 183A, § 6(c); and (3) obtain an Order of Sale of Cotto's unit pursuant to G. L. c. 254, §§ 5 and 5A.

DISCUSSION

Summary judgment is appropriate where there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Mass. R. Civ. P. 56(c); Cassesso v. Commissioner of Corr., 390 Mass. 419, 422 (1983); Community Nat'l Bank v. Dawes, 369 Mass. 550, 553 (1976). The moving party bears the burden of affirmatively demonstrating the absence of a triable issue. Pederson v. Time, Inc., 404 Mass. 14, 16-17 (1989). If the moving party does not bear the burden of proof at trial, it must either submit affirmative evidence negating an essential element of the non-moving party's claim, or demonstrate that the non-moving party's evidence is insufficient to establish its claim. Kourouvacilis v. General Motors Corp., 410 Mass. 706, 711 (1991). "If the moving party establishes the absence of a triable issue, the party opposing the motion must respond and allege specific facts establishing the existence of a material fact in order to defeat the motion." Pederson, 404 Mass. at 17.

A. Fines and Fees Assessed Against Cotto

1. Board's Authority to Assess Fines

Cotto admits that he threw birdseed on the adjacent public sidewalk and at times, on the condominium's common areas. He argues, however, that the Board was not authorized to fine him. This court disagrees and finds that the Board had authority to assess the fines as a common expense and for violations of the Master Deed.

a. *Fines as Common Expenses*

A condominium board may assess common expenses against a unit owner, and the unit owner is compelled to pay. See G. L. c. 183A, §§ 6, 7, 11; see generally Blood v. Edgar's Inc., 36 Mass. App. Ct. 402, 405-406 (1994). Under G. L. c. 183A, §§ 1, 6(b), fines assessed against an individual unit owner are deemed common expenses. See G. L. c. 183A, § 6(b) (unit owner liable for share of common expenses including late charges, fines, and penalties); G. L. c. 183A, § 1 (common expenses include those declared common expenses by this chapter). Like the General Laws, Section 5.1(r) of the Declaration of Trust provides that any fine levied against a unit owner shall be enforced as if the fine were a common expense owed by the unit owner. Therefore, because fines are a common expense under the General Laws and the Declaration of Trust, the Board had authority to assess the fines against Cotto.

b. *Violation of the Master Deed*

In addition, the Board had authority to assess the fines against Cotto as a penalty for violating the Master Deed. Under G. L. c. 183A, § 10(b)(5), a condominium board may impose reasonable fines for violations of a master deed, trust, by-laws, restrictions,

or rules and regulations. See also G. L. c. 183A, § 6(a)(ii) (where expense incurred as result of single unit owner's misconduct or failure to comply with G. L. c. 183A, master deed, trust, by-laws, restrictions, or rules and regulations, board may assess expense exclusively against single unit owner). Likewise, Section 5.1(r) of the Declaration of Trust gives the Board authority to levy reasonable fines against unit owners for violations of the Declaration of Trust, Master Deed, or Rules and Regulations). Finally, Master Deed, § 9(f) authorizes the Board to enforce restrictions by all lawful means and requires the offending unit owner to pay lawful fines and penalties as Board may determine.

Under Section 9(f) of the Master Deed, the Board may prohibit offensive conduct as determined by the Board. In this case, the Board determined that Cotto's bird-feeding was offensive conduct and was harming the unit owners. See Declaration of Trust, § 5.1(s) (Board may do any acts which, in its judgment, are in best interest of unit owners). Therefore, having determined that Cotto's bird-feeding was offensive conduct in violation of the Master Deed, the General Laws as well as the clear language of the Master Deed and Declaration of Trust authorized the Board to assess the fines.

This court rejects Cotto's argument that the fine is illegal because no rule or regulation specifically prohibits bird-feeding. Like statutes, master deeds, declarations of trusts, and bylaws need not be so specific as to identify every human action. See Scully v. Tillery, 456 Mass. 758, 769 (2010). This court therefore finds that because Cotto violated the restrictions in the Master Deed and engaged in what the Board determined to be offensive misconduct, the Board was authorized to assess the fines as a penalty.

c. *Public Versus Private*

Cotto contends that even if the Board could fine him for spreading birdseed on condominium property, it could not fine him for spreading birdseed on the public sidewalk because doing so would be an illegal attempt to regulate a public sidewalk. See Blood, 422 Mass. App. Ct. at 408-409 (board may assess common expenses relating to common areas of condominium). This court disagrees.

Although Cotto spread birdseed on the public sidewalk, his bird-feeding directly impacted the condominium property. The record strongly supports an inference that Cotto's bird-feeding led to an influx of rodents, pigeons and pigeon droppings. Regardless of its location, Cotto's bird-feeding directly impacted the condominium complex.

As the rodent and pigeon problems infringed on the unit owners' enjoyment of their property, G. L. c. 183A, the Master Deed, and the Declaration of Trust allowed the Board to preserve and maintain the common areas, and protect the best interest of the unit owners. To further this purpose, it was necessary for the Board to prohibit Cotto's bird-feeding.

d. *Right to Protest Fines*

This court rejects Cotto's suggestion that he could protest the fines by not paying them. Even if Cotto believed the fines were illegal, he had no right to protest them by refusing to pay. Blood, 36 Mass. App. Ct. at 405-406 (rather than engage in self-help, owner must pay assessment and then seek reimbursement in separate action). Further, under G. L. c. 183A, § 7, the obligation to pay common expense assessments, such as fines, is absolute and no unit owner may be excused from such payment. G. L. c. 183A, §

7; see Trustees of the Prince Condominium Trust v. Prosser, 412 Mass. 723, 725-727 (1992) (hereinafter, "Prince") (unit owner's refusal to pay assessment threatens financial integrity of entire condominium operation). Therefore, Cotto had no legal right to withhold payment and the Board properly brought this action to enforce payment of the fines.

2. Reasonableness of the Daily Fines

Cotto contends that the fines were unreasonable. According to Cotto, because the Board treated each fine as a separate bird-feeding violation, it must prove that Cotto actually fed birds on each day he was fined. This court disagrees.

Massachusetts courts have found daily fines such as those assessed against Cotto reasonable. While there is limited appellate authority on this issue, trial courts have upheld fines structured in similar manners. Compare Chestnut Hill Condominium Trust v. Jacobs, 2006 LEXIS 386, *6, 15 (Mass. Super. Ct. 2006) (where unit owners violated master deed by affixing items to condominium, reasonable to assess \$50 per day until items removed); Glen Devin Condominium Assoc. v. Makhluif, 1994 Mass. App. Div. 227, *3, 7-8 (Mass. App. Div. 1994) (upholding fine of \$30 per day for renting out unit in violation of master deed).

In addition, this court finds the fines reasonable because Cotto had notice and a reasonable opportunity to comply with the restrictions. Noble v. Murphy, 34 Mass. App. Ct. 452, 460 (1993). Prior to assessing the fines, the Board warned Cotto of potential fines and gave him notice of the fine. When Cotto failed to pay the initial \$25 daily fine, the Board gave notice that it would be increasing the fine to \$50 per day until Cotto

stopped spreading birdseed. Having such notice, Cotto could have easily avoided fines by refraining from bird-feeding. In fact, as soon as Cotto agreed to stop, the Board lifted the fine.

Finally, the fines were reasonable because they were necessary to preserve the integrity of the condominium organization. See Prince, 412 Mass. at 726; Glen Devin Condominium Assoc., 1994 Mass. App. Div. at 8 (monetary sanctions are effective and expeditious method of halting and deterring violations of condominium rules), citations omitted.

3. Lien

The record shows that the fines were lawful and reasonable. Because the unpaid fines are common expenses (see G. L. c. 183A, § 6(b)), the Board has a lien against Cotto for the balance.⁴ General Laws c. 254, § 5A directs this court to authorize the sale of Cotto's unit to satisfy the lien. G. L. c. 254, § 5A (when the amount of a lien under section c. 183A has been established by a court, the court shall enter an order authorizing the sale of the real estate to satisfy such lien). This court, however, shall stay the sale of Cotto's unit for 60 days to allow Cotto time to pay the fines or to put funds in escrow until the sale is authorized.

B. Attorney's Fees

1. Cotto's Liability for Reasonable Attorney's Fees

⁴ Under G. L. c. 254, §§ 5, 5A, the Board is authorized to bring this action to enforce a lien under G. L. c. 183A, § 6(c) for unpaid common expenses. Baker v. Monga, 32 Mass. App. Ct. 450, 450 (1992).

The Board seeks to recover the reasonable attorney's fees it incurred in bringing this action. Massachusetts General Laws provide for an award of attorney's fees in condominium cases. Under G. L. c. 183A, § 6(b), "common expenses" for which a unit owner is liable, include attorney's fees, costs, and charges. As the unit owner, Cotto is therefore liable by statute to pay the attorney's fees.

Cotto is also liable for reasonable attorney's fees under Section 9(f) of the Master Deed. Section 9(f) provides that a unit owner who breaches a restriction is liable to pay all costs and expenses the Board incurs in enforcing the restriction, including reasonable attorney's fees. Section 9(f) is enforceable as such provisions are standard in condominium master deeds and are consistently enforced by courts. By accepting the unit deed, Cotto also agreed to the Master Deed and is therefore liable for reasonable attorney's fees.⁵ See Anastos v. Sable, 443 Mass. 146, 153 (2004) (parties are free to agree to payment of attorney's fees, costs and interest)

2. Reasonableness of Attorney's Fees in the Present Case

The Board claims that Cotto is liable for a total of \$57,413.15 in attorneys fees which the Board incurred in bringing this action. While it is clear that Cotto is liable for some attorney's fees, this court must determine what amount is reasonable. Under the

⁵ Cotto argues he is not liable for attorney's fees because the Board brought this action in bad faith, with an admitted desire to "get rid of" Cotto because he is a low-income unit owner. Under the doctrine of unclean hands, bad faith bars an award of attorney's fees. Cf. Fidelity Manag. & Research Co. v. Ostrander, 40 Mass. App. Ct. 195, 200-201 (1996). In this case, however, the record does not support an inference of bad faith. It shows that the Board fined Cotto and brought this action because Cotto's bird-feeding was harming the condominium; that the Board warned Cotto before fining him and gave him reasonable notice; and that after the initial fines, Cotto continued to spread birdseed. Based on the record, a reasonable fact finder could only arrive at one conclusion: that the Board fined Cotto and brought this action as a result of Cotto's misconduct, not because of his low income-status.

lodestar method, to determine reasonable attorney's fees, the court must determine (1) the reasonable hourly rate for the services based on the fair market rate for the services, and (2) the number of hours an attorney should reasonably have spent on the case. See Fontaine v. Ebtac Corp., 415 Mass. 309, 324 (1993), citations omitted. In this case, Attorney Nislick, who represents the Board, charged a rate of \$175 per hour initially, and later \$190 per hour. This court finds Attorney Nislick's rate reasonable as it is consistent with, if not on the low end of, the typical rate for an associate at a local law firm. See Linthicum v. Archambault, 379 Mass. 381, 388-389 (1979) (reasonableness of rate determined in part by what similarly situated attorneys in same area charge for similar services); compare Fronk v. Fowler, 22 Mass. L. Rptr. 366, *13-14 (Mass. Super. 2007) (hourly rate of 195-\$360 for associates reasonable).

This court finds, however, that the vast bulk of the hours billed are reasonably related to this case, some are not. Some charges, such as those addressing Cotto's criminal background and bankruptcy filings, and those concerning title examination, are not reasonably related to the claims it brought in this case against Cotto. See generally Jeffco Fibres, Inc. v. Dario Diesel Services, Inc., 13 Mass. App. Ct. 1029, 1031-1032 (1982). In addition, Cotto is not liable for fees pertaining to the Board's request for insurance coverage.⁶ This court deducts the following charges from the attorney's fee award:

7/5/2007: Investigate Cotto's prior criminal proceedings: 1.5 hours, \$450.00

⁶ Cotto is not liable for these fees because assuming the insurance company provides coverage, the insurance company will pay the fees in question. In the event the insurance company does not provide coverage, the Board may notify defense counsel and seek reconsideration of this motion.

- 9/25/2007: Order title from Registry of Deeds: \$100.00
- 9/27/2007: Out of pocket expense-Title Examiner Fee: \$75.00
- 1/14/2008: Pacer check for past or current bankruptcy filings: .10 hours; \$31.00
- 2/28/2008: Investigate Cotto's criminal record at South Boston, Roxbury, and
BMC District Courts: 3.5 hours; \$613.00
- 4/10/2008: Notification by Norfolk Dedham Insurance Company regarding
possible defense and indemnification of claim: .50 hours; \$155.00
- 4/16/2008: Status, telephone conference with Boston & West Insurance
investigator: .20 hours; \$62.00
- 3/3/2009: Contact carrier regarding coverage determination: .10 hours; \$19.00
- 3/4/2009: Telephone conference with carrier regarding coverage: .10 hours;
\$19.00
- 4/23/2009: Attend to insurance reimbursement issue; letter to A.M. Johnas at
Norfolk & Dedham regarding invoices: 3.5 hours; \$665.00
- 4/27/2009: Telephone conference and email with A.M. Johnas regarding
insurance reimbursement: .40 hours; \$772.00
- 6/1/2009: Telephone and email correspondence with A. Johnson regarding status
of insurance claim: .20 hours; \$38.00
- 6/10/2009: Telephone conference with Norfolk & Dedham regarding insurance
issue: .40 hours; \$767.00
- 7/9/2009: Strategize regarding insurance issues: .50 hours; \$155.00

- 8/5/2009: Draft 93A letter to Norfolk & Dedham Insurance: 2.1 hours; \$399.00⁷
- 8/5/2009: Attend to insurance issue: .10 hours; \$31.00
- 3/12/2010: Telephone conference with carrier regarding claim: .10 hours; \$19.00
- 3/24/2010: Email with carrier regarding claim: .10 hours; \$19.00

Therefore, this court deducts a total of \$4,389.00 from the \$57,413.15 in attorney's fees sought by the Board. Cotto is liable for a total of \$53,024.15 in reasonable attorney's fees.⁸

3. Lien

Under G. L. c. 183A, § 6(a)(ii), the common expenses a condominium organization incurs as a result of a unit owner's violation or misconduct, constitute a lien against the individual unit. Because attorney's fees are common expenses (G. L. c. 183A, § 6(b)), and because the Board incurred these expenses as a result of Cotto's misconduct, the Board's reasonable attorney's fees in the amount of \$53,024.15 constitute a lien against Cotto's unit. G. L. c. 183A, §§ 6(a)(ii), 6(b).

⁷ Attorney Nislick combined this charge with charges for (1) drafting a motion for attorney's fees, and (2) drafting a memorandum and affidavit for the same, both of which this court finds reasonable. For the three charges, Attorney Nislick billed a total of 6.30 hours. Each task was substantial and accordingly, this court allocates one-third of the billable time to each of the three charges. Thus, this court reasonably deduces that the time spent drafting the 93A letter is 2.1 hours.

⁸ This court recognizes that this is still a large amount. The fact that Cotto had a pro bono attorney from a large law firm who very zealously defended this case likely resulted in additional fees. Such zealous defense required the Board to respond to a number of filings and incur legal fees it may have otherwise avoided. It is this court's expectation that upon taking Cotto's case, Cotto's attorney informed him that he may be liable for the Board's substantial attorney's fees should the Board prevail.

ORDER

For the foregoing reasons, it is hereby **ORDERED** that the Board's Cross-Motion for Summary Judgment be **ALLOWED** and that Cotto's Cross-Motion for Summary Judgment be **DENIED**. It is further **ORDERED** that Cotto owes a total sum of \$61,709.15 consisting of unpaid fines, late fees, property management collection fees, and reasonable attorney's fees, and that this amount constitutes a lien against Cotto's unit. In addition, this court authorizes the sale of Cotto's unit to satisfy the lien, but orders that the sale shall be stayed for 60 days during which time Cotto may pay or put into escrow \$61,709.15.

EM Fahey

Elizabeth M. Fahey
Justice of the Superior Court

DATED: 12/20/10

*Not Present
12.20.10
(md)*