

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CAROLINA FONTAINE,
Plaintiff,

- versus -

THE PERMANENT MISSION OF CHILE TO THE
UNITED NATIONS, CRISTIÁN BARROS, ERNESTO
GONZALEZ, CARLOS OLGUÍN,
Defendants.*

No. 17 Civ. 10086 (AT) (HBP)

**STATEMENT OF INTEREST OF
THE UNITED STATES OF AMERICA**

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* This caption corrects several apparent misspellings on the docket.

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PRELIMINARY STATEMENT

The United States of America, by and through its attorney, Geoffrey S. Berman, United States Attorney for the Southern District of New York, respectfully submits this Statement of Interest pursuant to 28 U.S.C. § 517, in order to inform the Court of the position of the United States concerning certain issues relevant to this action.¹ As set forth in the amended complaint, Dkt. No. 4, this is a pro se employment action brought by Carolina Fontaine (“plaintiff”) against the Permanent Mission of Chile to the United Nations (the “Mission”), and three current or former members of its staff—Permanent Representative Ambassador Cristián Barros, former Deputy Permanent Representative Ambassador Carlos Olguín, and Chief Administrative Officer Ernesto Gonzalez. After granting the plaintiff leave to proceed in forma pauperis, *see* Dkt. Nos. 1, 5, 6, the Court issued an order of service, Dkt. No. 9, directing service of the defendants by mail at the Mission.

Because “[a]ctions against foreign sovereigns in our courts raise sensitive issues concerning the foreign relations of the United States,” *Verlinden B.V. v. Central Bank of Nigeria*, 461 U.S. 480, 493 (1983), the United States has a strong interest in the proper application of international agreements and the Foreign Sovereign Immunities Act (“FSIA”), 28 U.S.C. §§ 1602-1611, to foreign states. U.S. courts’ treatment of foreign states can also have consequences for the reciprocal treatment of the United States in foreign courts. Accordingly, in this matter, the United States has a compelling interest in ensuring that foreign states are served

¹ Pursuant to 28 U.S.C. § 517, “[t]he Solicitor General, or any officer of the Department of Justice, may be sent by the Attorney General to any State or district in the United States to attend to the interests of the United States in a suit pending in a court of the United States, or in a court of a State, or to attend to any other interest of the United States.”

properly before they are required to appear in U.S. courts, and in preserving the inviolability of diplomatic premises consistent with the United States' treaty obligations.

A foreign state's mission to the United Nations may not be served by mail sent to the mission, and neither may a foreign state's diplomatic officials employed at such a mission be served by mail sent to the mission. First, the FSIA sets forth the exclusive permissible means for serving a foreign sovereign (including its mission to the United Nations), and service by mail to a U.N. mission is not permissible. Thus, the attempted service by mail of the Mission in this case was not effective. In addition, service under the FSIA requires a 60-day time period to respond, not the 21 days provided in the summonses issued in this action. Second, several international agreements to which the United States is a party specify that a state's mission to the United Nations is, like other diplomatic premises, inviolable. The attempted service of all four defendants by mail sent to the Mission contravenes this inviolability and is thus improper. For these reasons, the United States respectfully submits that service has not been effected as to any defendant, and the Court consequently lacks personal jurisdiction over the defendants.

Finally, although the United States takes no position as to whether immunity bars any of the claims against any of the defendants in this action, the United States has confirmed the official status of the three individual defendants, and also advises the Court of immunities that they enjoy under applicable law as a result of their status.

BACKGROUND

The United States takes no position on the merits of this action. However, according to the allegations of the amended complaint, plaintiff was employed at the Mission for several years, ending in 2017. *See* Amended Complaint, Statement of Facts ¶¶ 1, 32, Dkt. No. 4 at 14, 21. Plaintiff alleges that during her employment, the individual defendants engaged in a variety

of inappropriate conduct, including, allegedly, harassment and failure to accommodate her medical needs, *id.* ¶¶ 1-31, for which she claims violations of Title VII of the Civil Rights Act of 1964 and the Family and Medical Leave Act of 1993, *see* Amended Complaint at 3-4.

Plaintiff filed a complaint in this action on December 26, 2017. Dkt. No. 2. She also sought leave to proceed in forma pauperis, *see* Dkt. Nos. 1, 5, which the Court granted, *see* Dkt. No. 6. On January 22, 2018, the Court issued an order of service (the “Order”), Dkt. No. 9, which directed the Clerk of Court to issue summonses as to all four defendants. The Order further directed the Clerk of Court to send copies of the summons and amended complaint to the Mission by Federal Express or certified mail. *Id.* at 1-2. With respect to the individual defendants, the Order directed the Clerk of Court to fill out a U.S. Marshals Service Process Receipt and Return form for each, and provide completed forms, along with any other necessary paperwork, to the Marshals Service so that the Marshals could effect service on those individuals at the Mission address. *Id.* at 2. Electronic docket entries dated January 22, 2018 variously indicate that the Clerk of Court issued summonses with respect to all defendants, mailed a copy of the summons and amended complaint to the Mission, and delivered to the Marshals a service package relating to the individual defendants. A further unnumbered docket entry dated February 8, 2018 indicates that the Clerk received a return receipt confirming that the Mission was served by certified mail on January 30. Counsel entered a notice of appearance on behalf of all four defendants on February 7, and in a letter the same day acknowledged that all had received the summons and complaint. *See* Dkt. No. 13-2.

DISCUSSION

A. The FSIA, Which Provides the Exclusive Means for Service on a Foreign State, Does Not Authorize Service by Mail on a Foreign State’s Mission to the United Nations

The FSIA, which provides the exclusive means of serving a foreign state, does not permit a foreign state to be served by mail to a state’s mission to the United Nations. Consequently, the Mission has not been properly served, and the Court lacks personal jurisdiction over the Mission.

The FSIA provides the exclusive basis for jurisdiction over foreign states in federal and state courts. *Argentine Republic v. Amerada Hess Shipping Corp.*, 488 U.S. 428, 434 (1989). Section 1608 of the FSIA provides the exclusive means for effecting service of process on a foreign state or an agency or instrumentality of a foreign state. *See* 28 U.S.C. § 1608; *Harrison v. Republic of Sudan*, 802 F.3d 399, 403 (2d Cir. 2015) (“*Harrison I*”), *adhered to on denial of reh’g*, 838 F.3d 86 (2d Cir. 2016) (“*Harrison II*”).² The FSIA demands “strict adherence to [the FSIA’s] terms, not merely substantial compliance” when seeking service on a foreign state. *Finamar Investors, Inc. v. Republic of Tadjikistan*, 889 F. Supp. 114, 117 (S.D.N.Y. 1995); *see also* *Magness v. Russian Fed’n*, 247 F.3d 609, 615 (5th Cir. 2001); *Transaero, Inc. v. La Fuerza Boliviano*, 30 F.3d 148, 154 (D.C. Cir. 1994). Unless a foreign sovereign is properly served under Section 1608, a court lacks personal jurisdiction over it. 28 U.S.C. § 1330(b); *see also* *Chettri v. Nepal Rastra Bank*, 834 F.3d 50, 55 (2d Cir. 2016).

A foreign state’s mission to the United Nations is properly considered to be the foreign state itself, rather than an agency or instrumentality of the state, for purposes of the FSIA. *Lewis & Kennedy, Inc. v. Permanent Mission of Republic of Botswana to U.N.*, No. 05 Civ. 2591 (HB), 2005 WL 1621342, at *3 (S.D.N.Y. July 12, 2005) (“It is well settled that a country’s permanent

² A petition for a writ of certiorari is currently pending before the Supreme Court of the United States. *See Republic of Sudan v. Rick Harrison, et al.*, No. 16-1094.

mission to the United Nations is a foreign state for the purposes of § 1608.”); *Gray v. Permanent Mission of People’s Republic of Congo to U.N.*, 443 F. Supp. 816, 820 (S.D.N.Y. 1978), *aff’d*, 580 F.2d 1044 (2d Cir. 1978). Thus, the relevant service requirements are provided by section 1608(a), which governs service on a foreign state itself, not 1608(b), which governs service on an agency or instrumentality of a state.³

Section 1608(a) prescribes four methods of service in descending order of preference, meaning that a plaintiff must attempt service by the first method or determine that it is unavailable before attempting the next method. *See, e.g., Harrison I*, 802 F.3d at 403; *Magness*, 247 F.3d at 613. In order, these methods are: (1) a preexisting special arrangement for service between the parties; (2) an applicable international convention on service of judicial documents; (3) service sent to the head of the state’s foreign affairs ministry by mail requiring signed receipt, dispatched by the clerk of court, and accompanied by a translation of the summons, the complaint, and a notice of suit into the official language of the defendant; or (4) service provided by the Department of State via diplomatic channels to the foreign state. *See* 28 U.S.C. § 1608(a). Delivery by mail of a summons and complaint to a foreign state’s mission to the United Nations is not on this list, and therefore is not an effective means of service. The Court therefore lacks personal jurisdiction over the Mission.

B. The FSIA Requires a Foreign State Be Given 60 Days to Respond to a Complaint

Separately, the summons issued to the Mission failed to comply with FSIA § 1608(d), which requires that a properly served foreign state (or its agency or instrumentality) be given 60 days after service to answer or otherwise respond to the complaint. 28 U.S.C. § 1608(d). Therefore, the 21-day deadline set forth in the summons issued to the Mission is not valid.

³ For this reason, the United States respectfully submits that the Court’s citation to section 1608(b)(2) in its Order of Service, *id.* at 2, was in error.

C. Because the Mission's Premises Are Inviolable, Process May Not Be Served on Any Defendant by Sending Mail to the Mission

In addition, the attempted service of all four defendants by mail sent to the Mission was improper because it contravenes the inviolability of the premises of a foreign state's mission to the United Nations, as established by several treaties to which the United States is a party. The United States' interpretation of these obligations is owed deference given the Government's strong interests in conducting foreign policy. Three treaties to which the United States is a party provide that diplomats accredited to the United Nations (and, by extension, the permanent missions through which they operate) receive the same protections as diplomats and embassies under the Vienna Convention on Diplomatic Relations ("VCDR"), to which both the United States and Chile are parties.⁴ *See Tachiona v. United States*, 386 F.3d 205, 221-24 (2d Cir. 2004); *767 Third Avenue Assocs.*, 988 F.2d 295, 297-99 (2d Cir. 1993). The VCDR in turn obligates "the United States, in its role as a receiving state of foreign missions, . . . to protect and respect the premises of any foreign mission located within its sovereign territory." *Bennett v. Islamic Republic of Iran*, 604 F. Supp. 2d 152, 159 (D.D.C. 2009), *aff'd*, 618 F.3d 19 (D.C. Cir. 2010). Specifically, it provides that "[t]he premises of the mission shall be inviolable." VCDR, art. 22, Apr. 18, 1961, 23 U.S.T. 3227, 500 U.N.T.S. 95, T.I.A.S. 7502. A foreign state's mission

⁴ First, the United Nations Charter provides that "[r]epresentatives of the Members of the United Nations and officials of the Organization shall . . . enjoy such privileges and immunities as are necessary for the independent exercise of their functions in connexion [sic] with the Organization." United Nations Charter, art. 105, par. 2, June 26, 1945, 59 Stat. 1031, T.S. No. 993. Second, the United Nations Headquarters Agreement specifically affords the representatives of member states in the United States "the same privileges and immunities . . . as [the United States] accords to diplomatic envoys accredited to it." Agreement Between the United Nations and the United States Regarding the Headquarters of the United Nations, art. V, § 15, June 26, 1947, 61 Stat. 3416, 11 U.N.T.S. 11. And third, the Convention on the Privileges and Immunities of the United Nations (the "General Convention"), art. IV, § 11(g), Apr. 18, 1961, 23 U.S.T. 3227, 1 U.N.T.S. 15, T.I.A.S. 6900, provides that representatives of United Nations member states shall enjoy "[s]uch . . . privileges, immunities and facilities . . . as diplomatic envoys enjoy[.]"

to the United Nations enjoys this protection. *767 Third Avenue Assocs.*, 988 F.2d at 297 (“Applicable treaties . . . establish that Zaire’s Permanent Mission [to the United Nations] is inviolable.” (internal citations omitted)).

Although the VCDR does not define the term “inviolable,” it is broadly construed internationally. The principle of inviolability is understood to preclude, among other things, service of process on an embassy, diplomatic mission, or consulate general—whether on the inviolable diplomat or mission for itself or as an agent for the foreign government or a private, non-immune party. The drafters’ commentary on Article 22 confirms this understanding:

[a] special application of this principle [of the inviolability of the premises of the mission] is that no writ shall be served within the premises of the mission, nor shall any summons to appear before a court be served in the premises by a process server. Even if process servers do not enter the premises but carry out their duty at the door, such an act would constitute an infringement of the respect due to the mission. All judicial notices of this nature must be delivered through the Ministry for Foreign Affairs of the receiving State.

Int’l L. Comm’n, Report of the Commission to the General Assembly, U.N. GAOR, 12th Sess., Supp. 9, U.N. Doc. A/3623 (1957), *reprinted in* [1957] 2 Y.B. Int’l L. Comm’n 131, 137, U.N. Doc. A/CN.4/SER.A/1957/Add.1, <https://goo.gl/26RrG3> (Commission Report). U.S. courts have similarly understood the principle. *See, e.g., Tachiona*, 386 F.3d at 222, 224 (holding that the VCDR’s “inviolability principle precludes service of process on a diplomat as an agent of a foreign government”); *767 Third Ave. Assocs.*, 988 F.2d at 301 (noting that “process servers may not even serve papers without entering at the door of a mission because that would constitute an infringement of the respect due to the mission”); *Sikhs for Justice v. Nath*, 850 F. Supp. 2d 435, 441 (S.D.N.Y. 2012) (“Under the Vienna [Convention on Consular Relations], ‘[s]ervice of process at . . . consular premises is prohibited.’” (quoting Restatement (Third) of Foreign Relations § 466 n.2 (1987))); *40 D 6262 Realty Corp. v. United Arab Emirates Government*, 447

F. Supp. 710, 711 (S.D.N.Y. 1978) (holding that the plaintiff's attempted service on foreign government by affixing notice to premises in question and mailing notice to permanent mission was improper, and court therefore lacked jurisdiction).⁵

The Second Circuit's recent decisions in *Harrison I* and *Harrison II* do not affect this analysis. In *Harrison*, the plaintiffs sued Sudan and attempted to serve the foreign government by mailing a copy of the summons and complaint to Sudan's Minister of Foreign Affairs at the address of the Sudanese Embassy in Washington, D.C., rather than to the ministry of foreign affairs in Khartoum. *Harrison I*, 802 F.3d at 401. Relying on the FSIA provision that permits foreign states to be served by mailing the summons and complaint "to the head of the ministry of foreign affairs of the foreign state concerned," 28 U.S.C. § 1608(a)(3), the Second Circuit held that service was effected properly. 802 F.3d at 406.

The United States respectfully disagrees with the Second Circuit's holdings in *Harrison*, but in any event, the decisions are factually distinguishable. In contrast to *Harrison*, the summons directed to the foreign state here was not addressed to the minister of foreign affairs of Chile, nor did it purport to be sent via Chile's embassy. And the decision in *Harrison II* denying rehearing expressly stated that its holding did not authorize service on a foreign state via a foreign state's mission to the United Nations, which is what occurred here. *See Harrison II*, 838 F.3d at 94 & n3. Furthermore, the Court emphasized its view that under the particular facts of

⁵ As the Court in *Harrison II* noted, 838 F.3d at 94, the legislative history of the FSIA explicitly recognizes that service on diplomatic premises would be at odds with the United States' international treaty obligations. Specifically, the House Report for the FSIA states, "[a] second means [of service], of questionable validity, involves the mailing of a copy of the summons and complaint to the diplomatic mission of the foreign state. [The FSIA] precludes this method so as to avoid questions of inconsistency with section 1 of article 22 of the [VCDR]." H.R. Rep. 1487, 94th Cong., 2d sess., *reprinted in* 1976 U.S.C.C.A.N. 6604, 6625. The Report also states that "[s]ervice on an embassy by mail would be precluded under this bill." *Id.*

the case before it, Sudan had consented to the entry into its premises by accepting the mailed service package without promptly rejecting or returning it. *Id.* at 95. Here, in contrast, Chile immediately sent a diplomatic note to the United States Department of State objecting to service at its mission, requesting its assistance and invoking the protections of the VCDR and the United Nations Headquarters Agreement.

Finally, even if there were uncertainty about whether treaties oblige the United States to ensure the inviolability of foreign states' missions to the United Nations, the Court owes deference to the United States' interpretation. *See Medellín v. Texas*, 552 U.S. 491, 513 (2008) (the United States' interpretation of a treaty is "entitled to great weight"). The United States has strong interests in ensuring that foreign sovereigns are not required to respond or appear in U.S. courts unless properly served under the FSIA. The United States has long maintained that it may only be served abroad through diplomatic channels or in accordance with an applicable international convention or other agreed-upon method. Thus, the United States consistently rejects attempted service via direct delivery to a U.S. embassy, consulate, or other mission abroad. When a foreign court or litigant purports to serve the United States through an embassy, consulate, or other mission, the United States sends a diplomatic note to the foreign government indicating that the United States does not consider itself to have been served properly and thus will not appear in the case or honor any judgment that may be entered. Moreover, when foreign courts attempt to serve U.S. diplomats or other mission personnel through delivery of papers to our embassies overseas, the United States regularly objects based on the inviolability of our embassies and on the ground that neither our embassies nor the U.S. government can be treated as agents for service of process upon individuals. Any disturbance in American courts of the strict service rules set out in the FSIA and principles of inviolability set forth in the VCDR and

the U.N. agreements discussed above would undermine the Government's longstanding interpretations of those legal instruments, and runs the risk of exposing U.S. diplomatic premises to similar treatment. *See Aquamar, S.A. v. Del Monte Fresh Produce N.A., Inc.*, 179 F.3d 1279, 1295 (11th Cir. 1995) (FSIA's purposes include "according foreign sovereigns treatment in U.S. courts that is similar to the treatment the United States would prefer to receive in foreign courts").

D. Official Records of the United States Mission to the United Nations Show that the Individual Defendants Are Mission Staff Who Are Entitled to Certain Immunities

Finally, although the United States does not take a position at this time as to whether the individual defendants are immune from plaintiff's claims in this case, the United States has confirmed that the three individual defendants are or were staff of the Permanent Mission of Chile.

Specifically, as laid out in the declaration of James B. Donovan, Minister Counselor for Host Country Affairs of the United States Mission to the United Nations, official records indicate that defendant Barros has been the principal resident representative of Chile's Mission since April 21, 2014, and defendant Olguín was previously a resident representative of the Mission from July 14, 2014 through October 2, 2017. Donovan Decl. at 1. The United States notes that under both the Headquarters Agreement and the General Convention, Messrs. Barros and Olguín are therefore entitled to the same immunities from United States judicial proceedings that would be accorded to diplomatic envoys. *Id.* at 1-2. This immunity is defined by Article 31 of the VCDR to encompass "'immunity from [the receiving state's] civil and administrative jurisdiction,'" subject to certain exceptions relating to private property, executorship, or professional or commercial activity. Donovan Decl. at 2 (quoting Article 31 of the VCDR).

Article 39 addresses the residual immunity enjoyed by diplomats who have departed the country. *Id.* at 2-3.

The United States can also confirm that although defendant Gonzalez is a member of the Mission's staff, he is not accredited at a level that would entitle him to privileges and immunities under the General Convention, Headquarters Agreement, or VCDR. Donovan Decl. at 1, 3. However, he nonetheless enjoys the privileges and immunities provided by the International Organizations Immunities Act of 1945, 22 U.S.C. § 288 *et seq.*, which encompasses immunity from suit and legal process in relation to acts performed in his official capacity and falling within his functions as a representative, unless waived by the foreign state. Donovan Decl. at 3.

CONCLUSION

For the reasons stated above, service was not properly effected against the Mission or the individual defendants, and the Court lacks personal jurisdiction over them.

Dated: New York, New York
March 30, 2018

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