

To be Argued by:  
LISA SOLOMON  
(Time Requested: 15 Minutes)

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**New York Supreme Court**  
**Appellate Division—Second Department**

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JOSEPH N. MORAY,

*Plaintiff-Respondent,*

DOCKET Nos.:  
2002-09159  
2003-00175

– against –

DBAG, INC.,

*Defendant-Appellant.*

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**BRIEF FOR PLAINTIFF-RESPONDENT**

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