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In the Supreme Court of the United States

HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY,
Plaintiff-Respondent,
vs.
SPEECH & LANGUAGE CENTER, LLC AND CHRYSSOULA MARINOS-ARSENIS, JOHN DOES 1-10, AND ABC CORPORATIONS 1-10,
Defendants-Applicants.

Appeal from the United States District Court for the District of New Jersey, The Honorable Michael A. Shipp (Case No. 3:22-cv-01748-MAS-DEA)(No. 22-2577)Denying Appellants' motion for Appeal.

APPLICATION FOR STAY PENDING DISPOSITION OF PETITION FOR WRIT OF CERTIORARI

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Lu Junhong v. Boeing Co., 792 F.3d 805 (7th Cir. 2015)

Macysyn v. Hensler, 329 N.J. Super. 476 (App. Div. 2000)

Mazurek v. United States, No 99-2003, 2001 WL 260064 at *1(E>D. La Jan 11, 2001)

Morgan v. Huntington Ingalls, Inc., 879 F.3d 602 (5th Cir. 2018)

Mccleland, 155 F 3d at 516 Complete

Nolan v. Otis Elevator Co., 102 N.J. 30 (1986)

Northrop Grumman Tech. Servs., Inc. v. DynCorp Int'l LLC, No. 16-cv-534, 2016 WL 3346349 (E.D. Va. June 16, 2016)

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New York v Galamison, 342 F.2d 255, 257(2nd Cir)

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See U.S. ex rel. Folliard v. Comstor Corp., 308 F. Supp. 3d 56, 86-87 (D.D.C. 2018)

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State v. Osborn, 32 N.J. 117 (1960)

Strauder Powers Cases e.g 110 Cong. Rec 2770,2773.

United State Supreme Court Georgia vs Rachel, supra at 786-787 & n.7.

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TO THE HONORABLE JOHN ROBERTS, CHIEF JUSTICE OF THE UNITED STATES:

Pursuant to 28 U.S.C & 1651 and Supreme Court Rule. Applicants respectfully seek an order staying the remand in HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY, vs. SPEECH & LANGUAGE CENTER, LLC AND CHRYSSOULA MARINOS-ARSENIS, JOHN DOES 1-10, AND ABC CORPORATIONS 1-10, (No. 3:22-cv-01748-MAS-DEA) (No. 22-2577). Pending Disposition of Applicants 'Petition for Certiorari.

INTRODUCTION

Horizon under the NJIFPA brought claims for $6,600,000.00 for claims which are not covered by the NJIFPA because the claims are covered by the False Claims Act(FCA) Thus the claims such ERISA SELF FUNDED, FEP,SHBP,BLUE CARDS ERISA CARD Plans are not under the jurisdiction of NJIFPA. Therefore, the unsigned settlement agreement as stated by Justice Albin was brought under false pretenses because the claims of $6,451,000.00 had to be brought under the False Claims Act for the aforesaid plans Horizon the administrator has no authority/ standing to sue for the out of state

insurance health plans claims. Accordingly, Horizon, as an administrator is not authorized to sue and cannot prove any misconduct or damages against the Defendants for the out of state health Insurance plans.

Noting that the aforementioned has already been confirmed and acknowledged by Horizon's Motion of Summary Judgment. (Lee Certification and Summary Judgment) Horizon acts for these plans as an administrator for a processing fee and this particular information has been already been provided to this court. As a matter of fact, Defendants filed a motion to seal all the patients and their information including the patients which are members of Blue Card entities, Blue Card ERISA plans, self-funded ERISA Plans, Federal Insurance Plans & SHIB, which has already been granted by the Third Circuit Court.

The above noted, that Speech and Language Center, L.L.C has a complete diversity jurisdiction because each of these plans are citizens of different states. Speech and Language Center, L.L.C did not have any valid contract with the aforesaid plans, therefore, there, was no breach of contract and there were no damages to Horizon citing RNC.

Sys v. Modern Tech Grp, Inc 861 F. Supp, 2d 436, 444, 445(DNJ 2012 citing Lee's Certification March 28, 2018.

Pursuant to Federal Rule of Appellate Procedure 41(d)(2) and Third Circuit Rule 41(a) Appellee Speech and Language Center, L.L.C respectfully moves the Court to stay the issuance of the order pending defendants' filing of a petition for a Writ of Certiorari in the Supreme Court of the United States and the Supreme Court's disposition of the case. A stay is warranted to allow the Supreme Court to address substantial questions that defendants' certiorari petition will raise about the False Claims Act's(FCA) materiality and scienter requirements(1) whether the failure to allege facts regarding past payment practices from (2007-2018) can weigh against a finding of materiality, and (2) whether a complain satisfies the FCA's scienter requirement when it contains no allegations that the defendant(s) was on notice that its alleged violations were material to the third-party health care provider such as Horizon of New Jersey.

There is a good cause to stay the order to allow the Supreme Court to address these questions regarding whether adequate jurisdiction exists. On the other hand, Horizon as a third-party healthcare provider

will not be harmed by the temporary stay because Horizon already got paid a processing fee by the other cross-state lined Insurance Health Care Plans .

Notably, the ninth Circuit stayed issuance of the Order in U.S exrel Campie v. Gilead Sciences, Inc, a FCA case involving similar pleading issues as the instant case. Defendants Certiorari petition is expecting to receive attention and consideration.

Subsequently, Defendants filed a petition for rehearing en banc. Horizon responded to Defendants petition. On January 5, 2023. However, this court issued an order denying the petition.

For the reasons set forth herein Defendants respectfully request this court to stay issuance of the order.

BACKGROUND AND UNDISPUTED FACTS

With respect to Enforce Litigant's Rights after three(3) years and without a decree, the following legal opinions are cited almost verbatim by the New Jersey Supreme Court Justices during Oral Arguments held on November 30, 2021, which totally invalidated the settlement. These are as follows:

As very well communicated, during the Supreme Court of New Jersey during oral arguments on November 30, 2021, Justice Albin stated " the Court did not know the facts of the Case, No criticism, they

did not sign because they did not agree to anything." "As the rule stipulates, all parties have to consent, however, in this case the parties did not agree to anything". "They are not in default," as Justice Albin expressed "they just didn't sign." "All parties consent endorsed thereon,"(citing City of Jersey City v Roosevelt Stadium Marina Inc, 210 NJ Super 315(App Div 1986), Certif denied, 110 NJ 152(1988).

"This agreement and the settlement it represents does not constitute an admission by the Parties of any violation of any federal, state, or local law or any duty whatsoever, whether based in statute, common law, or otherwise, or of any liability, and the Parties expressly deny any such violation or liability. Nothing in this Agreement, nor any act or omission relating there to, is or shall be considered an admission, concession, acknowledgement or determination of any alleged liability. Rather, this Agreement has been entered into without any admission, concession, acknowledgement or determination of any liability or non-liability whatsoever, and has no precedential or evidentiary value whatsoever except in connection with enforcing the terms of this Agreement. As Justine Albin stated, "I cannot imagine any stronger denial of liability that you have permitted in this settlement

agreement." "I am trying to understand this collateral estoppel argument. Where is the fact? Where is the admission as Justice Paterson inquired?" As Justice Patterson continued during Oral Arguments on November 30, 2021 in the Supreme Court of NJ. "Horizon got an issue that there is no signature on the Confession of Judgment with the respect to the facts. There are concerns with the Statute of limitations, and laches defenses." Likewise, Justice Patterson stated, "that there is no signature on the Confession of Judgment". Therefore, "Horizon cannot enforce estoppel without a signature.". As a result, "Horizon cannot enforce Litigant's Rights without a signature. Conversely, the consent order did not represent that the defendant(s) had consented to the form of the order". (Please for further details see the video recording noted before).

ARGUMENT

Rule 41(d)(2) of the Federal Rules of Appellate Procedure and Third Circuit Rule 41(a) permit this court to stay the issuance of the order during a party's petition for a Writ of Certiorari to the Supreme Court. If "The Certiorari petition would present substantial questions " and "there is a good cause for a stay" Both facts are satisfied in this instant

case. Defendants' Certiorari Petition will present questions regarding the requirements for pleading a viable claim under FCA. Therefore, good cause exists to stay the issuance of this order. Thus, temporarily staying the issuance of the order will not prejudice Horizon.

1. Defendants' Petition for a Writ of Certiorari will present substantial Questions.

Defendants' petition for a Writ of Certiorari will ask the Supreme Court to address (1) whether the failure to allege facts regarding past third party health carrier's payment practices can weight against a finding that an FCA complaint adequately alleges materiality, and (2) whether a complaint satisfies the FCA's scienter requirement when it contains that the Defendant(s) knew or was on notice that its alleged violations were material to the health carrier's payment decision. Each of those issues present substantial question(s) for the Supreme Court to resolve.

2.Whether failure to allege facts regarding past Horizon's payment practices can weigh against a finding of

materiality presents a substantial question(s) for the US Supreme Court.

In construing the limits of FCA liability in the fraudulent omission's context, The Supreme Court in Escobar ruled that the actual behavior of the government (third party payer) can, and should be revied because "materiality looks to the effect on the likely or actual behavior of the recipient of the alleged misrepresentation".

To translate this principle into practice, the Court examines two scenarios. One is when the government(Third party payer) paid a particular claim in full despite the actual knowledge that certain requirements were violated. The Court concluded that when" this occurs that the government's (Third party payer's) payment" is very strong evidence that these requirements are not material."

Second is when the government(Third party payer) is generally, as a matter of course in administration of the government's (Third party payer) out of state health insurance plans or contract(s)/pays a particular type of claim despite its knowledge that certain requirements were violated, and has signaled no change in position, the governments'

Third party payer's conduct under these circumstances "is strong evidence that the requirements are not material." "Moreover, the court, on two separate occasions to ensure that its mandate is clear that it is the government's(Third party payer's) actual behavior that matters, rejected the government's(Third party payer's) position regarding materiality, that materiality can be established if the government (Third party payer's) merely would have the option to decline to pay, if it knew of the Defendant's non-compliance. The court referenced, on four separate occasions that the designation of compliance as a condition of payment does not establish FCA materiality. In Escobar, the court carefully described the FCA's limited scope and that is not to have an expansive but a restrictive application it reaffirmed, its prior ruling in Allison, Engine Co, v United States ex Rel Sanders that court proclaimed that the FCA is "not an all purpose antifraud statute". The Court reminded lower courts and the public that general allegations of a Fraudulent scheme are insufficient unless the Plaintiff can actually link the alleged conduct to specific claims that are presented to the government (Third party payer's) for payment and it is only that linkage that establishes FCA liability. Second, the Court emphasized

that the False Claims Act is not a means of imposing treble damages and other penalties for insignificant regulatory or contractual violations. Escobar, instructed lower courts to consider how the government(Third party payer) actually has responded to the alleged violation in practice 136s Ct. at 2003-2004(describing the government's Third party payer's actual payment practices is a "very strong evidence" of materiality. Numerous other Escobar Courts have reached the same conclusion.

See U.S. ex rel. Folliard v. Comstor Corp., 308 F. Supp. 3d 56, 86-87 (D.D.C. 2018); United States v. Scan Health Plan, No. 09-cv-5013, 2017 WL 4564722, at *5-6 (C.D. Cal. Oct. 5, 2017); U.S. ex rel. Schimelpfenig v. Dr. Reddy's Labs. Ltd., No. 11-cv-4607, 2017 WL 1133956, at *7 (E.D. Pa. Mar. 27, 2017); U.S. ex rel. Scharff v. Camelot Counseling, No. 13-CV3791, 2016 WL 5416494, at *8 (S.D.N.Y. Sept. 28, 2016); Knudsen v. Sprint Commc'ns. Co., No. C13-04476, 2016 WL 4548924, at *14 (N.D. Cal. Sept. 1, 2016)

Defendants' Certiorari petition will present a substantial questions as to whether the failure to allege facts regarding past Third party

payer's actions can weigh against finding that materiality has been adequately pled by Horizon.

3)Whether a complaint pleads scienter, when it contains no allegations that the Defendant(s) was on notice, that its alleged violations were material to the Third party payer's payment decision, presents a substantial question for the Supreme Court.

In Escobar, the Supreme Court held that to satisfy the scienter element of an FCA claim, Plaintiff must allege facts and not general allegations of a fraudulent scheme and only unless the Plaintiff can actually link that alleged conduct to specific claims that are presented to the government (Third party Healthcare payer) for payment and it is only that linkage that establishes FCA liability such as that cross-state lines. Blue Cards, Blue Cards ERISA, ERISA Plans, Self-Funded ERISA Plans, Federal Plans and State Plans. Notwithstanding, the facts must show that the defendant(s) "knowingly violated a requirement that the Defendant(s) knows is material to the Government's payment decision". 136 S, Ct. at 1996(emphasis added) Defendants were not "on notice that its claim submission process was resulting in potential compliance problems (from 2007-2018) and acted

with reckless disregard with respect to (its) compliance with 42 C.F.R. 424.22(a)(2)". Those allegations relate only to the first prong of the scienter requirement whether Defendants(s) knowingly violated a requirement and not to the second prong that Defendant(s) knew or was on notice that its potential violation was material to the government third party's payment decision. The Court's opinion departs from the scienter requirement established in Escobar and directly conflicts with D.C Circuit, which has held "that scienter requires showing" that the defendant(s) knows (1) that it violated a contract obligation and (2) that its compliance with that obligation was material to the government decision to pay" United State v Sci applications Intern. Corp 626 F.3d 1257, 1271(D.C Circ 2010) (SAIC). Disagreement with SAIC is important because the Supreme Court cited SAIC in Escobar including within its discussion of scienter. See Escobar 136 S Ct. at 2002.

In its petition for a Writ of Certiorari, Defendant(s) will ask the Supreme Court to resolve the general allegations of a fraudulent scheme without being linked to a particular alleged conduct to specific claims that are presented to Horizon for payment because that linkage establishes FCA liability and not the general allegations. Likewise, the

Supreme Court will be asked to resolve whether the allegation(s) that the defendant(s) was "put on notice that it may be violating regulations." Thus it is not sufficient to plead scienter under FCA where that allegation(s) does not establish, that the Defendants knew that its violation was material to the government (Third Party's Payer) payment. The Courts conflict with Escobar and the existence of a split in Circuit authority illustrates clearly that Defendant(s) Certiorari petition will present a substantial question with respect to the FCA's scienter requirement.

4. This is a valid good cause to stay the order

In considering, whether there is good cause to stay the order courts "balance the equities by assessing the harm to each party if a stay is granted." Books of Elkhart, 239 F. 3d 826,828(7th Circ 2001) Ripples 1., in chambers). The parties to this case are Horizon(New Jersey Health Insurance which has no authority/standing to sue for cross-state lines Health Insurance plans such as Blue Cards, Blue Cards ERISA, ERISA plans, Self-Funded ERISA Plans, Federal Plans, and SHBP.

5. ABSENT A STAY, APPLICANTS WILL INCUR IRREPARABLE HARM.

If the Court denies a stay, Applicants will incur the burdens of the same procedural posture and burdens which qualify as irreparable harm, warranting a stay. Applicants moved to Federal Court for substantial raised Federal Question(s) discussed thoroughly in this brief.

Congress, has authorized interlocutory appeals of denials of motions which would cause irreparable harm. Denying a stay of the order could cause Defendants a significant and avoidable harm, but granting a stay will not harm Horizon because they get paid a processing fee from the aforesaid cross-state lines healthcare plans. Horizon's fully funded plans(their own money) they do not even amount to $149,000.00 from 2007 to 2018. This detailed information has already been presented and has been sealed by this court for 25 years. Horizon did not file this case on behalf of the cross-state lines health Plans and could not do it because it has no standing. It is well known that a fiduciary has no authority/standing to sue for the cross-state lines healthcare Plans(s). For the foregoing reasons, Defendants submit that Horizon's: (i) claims

implicating the SHBP, the FEHB, and out-of-state Blue Card Program member claims be dismissed for lack of standing; (ii)common law fraud, negligent misrepresentation, and unjust enrichment claims implicating ERISA member plans be dismissed for lack of subject matter jurisdiction; and (iii) IFPA claim implicating self-funded ERISA member plans be dismissed for lack of subject matter jurisdiction.

Unbeknown to these health care plans Horizon, has already recouped all the money from the Defendant(s) in other words paid by the out of state plans (paid one(1) dollar and recouped (seven(7) and did not return the money to the cross state line plan. But is asking, in addition, after three(3) years to rejuvenate an unsigned settlement agreement, because Defendant(s), "did not agree to anything" Quoting Justice Albin from the New Jersey Supreme Court. "As the rule stipulates, "all parties have to consent". However, "in this case the parties did not sign because they did not like it." "They are not in default, they just did not sign." Quoting Justin Albin "where is the fact, where is the admission." Please see a video recording of the hearing before the Supreme Court which is available at: Supreme Court Oral Arguments on November 30, 2021.

https://www.njcourts.gov/public/webcast_archive.html#085263 5 See video recording, referenced in footnote 4, supra, at the following.

However, issuing the order the Defendants' will be prejudiced without the resolution of the case from the Supreme Court of the United States of America, should the Supreme Court dispose of the issues as a matter of law. See U.S. ex re Bledsoe v Cmty Health Sys, Inc, 501 F.3d 495, 510(6th Circ 2007/Recognizing the importance of Rule 9(b) in preventing additional fishing expeditions and additionally protecting Defendant(s) from, the "spurious charges of immoral and fraudulent behavior U.S ex Rel Wilson v Kellogg Brown & Root Inc. 525 F3d 37,38(4th Cir 2008) recognizing that Rule 9(b) is intended to prevent FCA suits from resting on Facts learned from the costly process of additional legal proceedings".

Escobar's focus on the "rigorous" materiality and scienter requirements and its reinforcement that allegations of materiality, must be analyzed under Rule 9(b)'s heightened pleading standard reflects the strong policy of preventing FCA cases from proceeding until the allegations have been sufficiently vetted 136 S. Ct at 2004 & N.6. Accordingly, Horizon "suffered no injury in fact", because as an

administrator gets paid a processing fee, and has no authority/standing to sue for cross-state health care-plans such as Blue Cards, Blue Card ERISA, Federal Plans SHBP plans self-funded ERISA plans. On the contrary stands to win substantial bounties for a settlement they are not authorized to strike on behalf of the cross-state line plans thus Horizon has filed a suit as a pretext for a fishing expedition U.S ex ret Owens vs First Kuwaiti Grey. Trading and Contracting Co, 612 F.3d 72, 732(4th Cir 2010) quoting U.S ex Rel Karvelas v. Melrose Wakefield Hosp., 690 F. 3d 220.231(1st Cir 2004)

It should be noted the health industry is heavily regulated with multiple payers making demands for payments upon audit. It is frequently, tempting to resolve any dispute which has not been sufficiently vetted by paying the amount demanded by the judge who wanted to clear his docket at the end of his career. However, in the Post-Escobar era, one must be careful before it sets a negative precedent with the repayment. If the practice in dispute invokes a recurring matter such as the validity of a frequently used service; the use of a billing code; a particular service is not medically necessary; or that the claim is up coded;

The Defendant(s) in this case did not sign the settlement as Justice Albin of the New Jersey Supreme Court stated because "they did not agree Both Parties need to agree to sign" Horizon's settlement agreement has no decree, is unsigned and has expired, therefore, it is administrative closed because Judge Miller, did not keep/ or retained any continuous jurisdiction on the order of Disposition. As the case law demonstrates, such repayment will be used to demonstrate that Defendant(s) had a reason to believe that the perceived regulatory infractions are material to Horizon's payment determination for the Cross-State line Health Insurance Plans which are federally regulated. Thus, the unsigned settlement is administrative closed. Litigants' rights' agreement will be captured in some public repositories and used as evidence that others in the industry would considered the same type of breach as material to Horizon's determination to pay them for reimbursement that does not come from their own purse and it is unbeknown to the cross-state line health plans which are federally regulated and have diversity jurisdiction with the Defendants.

Overall such infractions are not material, however; they can be used as proof of violations. In general, Horizon embroiled in a meritless

lawsuit coding Justice Albin "there is no admission of Fraud. Therefore, the equities weigh in Defendant(s)' favor."

When deciding whether to grant a stay, in a close case it may be appropriate to balance the equities to explore the relative harms to applicant(s) and respondent, as well as the interest of the public at large," Conkright v. Frommert, 556 U.S. 1401, 1402(2009)(Ginsburg,J., in chambers) quotation marks omitted). Here, the balance of equities favors Applicants. As explained above, Applicants would face irreparable harm. By contrast, given the already protracted procedural history of this case, respondents would not be substantially harmed by the temporary stay of that Applicants seek.

In recent years this Court has granted stays of analogous court proceedings in a similar procedural posture, who file applications to this court to stay proceedings in district court pending resolution of its petition for Writ of Certiorari. Escobar 136 S Ct. at 2002. In the above case the Court granted the petitioner's stay applications and stay district court proceedings. The Court should follow that practice and grant Applicants' stay application here.

Conclusion

Defendants' petition for a Writ of Certiorari will raise substantial questions about the application of Horizons' past actions. Factor to an FCA's materiality analysis and the types of allegations required to satisfy the FCA's scienter(s) requirements. A brief stay in the issuance of the order will not substantially prejudice Horizon, the administrator who already has recouped ten years of reimbursement of health care services provided to the special needs population, without giving a dime to the cross-state line health care plans but Horizon kept all the bounties, Noted, Defendants worked without reimbursement for all these years, put it another way, provided services to the special needs population for all health care plans for free.

Defendant(s) respectfully request that this Court grant their APPLICATION FOR PENDING THE DISPOSITION OF PETITION FOR WRIT CERTIORARI

I, certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully Submitted,

Speech and Language Center, L.L.C

s/Chryssoula Marinos-Arsenis

Dated: February, 15 2023

Cc: Patricia Lee Esq. via Certificate of Service and Email

CERTIFICATE OF COMPLIANCE

I hereby certify that this petition complies with type volume limitations of This Motion to stay contains 4547 words, excluding the parts of the by and it has been prepared in a proportionally space font using Microsoft Word in Century Schoolbook 14 Point Font.

s/Chryssoula Marinos-Arsenis