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NEW JERSEY REAL ESTATE COMMISSION

NEW JERSEY REAL ESTATE COMMISSION, Complainant, v. RIMA BRISHI FRIAG, licensed New Jersey real estate salesperson (Ref. No. 0234319) Respondent.	)	Docket No.: REC-E24-08 REC Ref. No.: 10015250 **FINAL ORDER OF DETERMINATION**

THIS MATTER was heard by the New Jersey Real Estate Commission ("Commission") by video conference on September 1, 2026.

BEFORE: Commissioners Eugenia K. Bonilla, Christina Banasiak, Erin Brown, and Gabrielle Liguori, and Gloria Monks.

APPEARANCES: Regulatory Officer ("RO") John Rossakis appeared on behalf of the New Jersey Real Estate Commission staff ("REC staff"). Respondent Rima Brishi Friag appeared pro se.

STATEMENT OF THE CASE

The REC staff initiated this matter on its own motion through service of an Order to Show Cause ("OTSC") dated June 3, 2024, pursuant to N.J.S.A. 45:15-17 to -18 and N.J.A.C. 11:5-1.1 to -12.18.

The OTSC alleges that Respondent violated the Real Estate Brokers and Salespersons Act, N.J.S.A. 45:15-1 to -29.5 ("Act") and corresponding regulations as follows:

> Respondent's conduct violated N.J.S.A. 45:15-17(e) because it demonstrated incompetency; and

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Respondent's conduct violated N.J.A.C. 11:5-6.4(a) because it demonstrated a lack of fairness to all parties.

Respondent filed an Answer to the OTSC on or about June 19, 2024. On August 13, 2024, the Commission reviewed the pleadings, deemed this matter contested, and directed that a hearing be scheduled.

At the hearing, the following documents were submitted by the REC staff, and entered into evidence, without objection:

S-1: New Jersey Department of Banking and Insurance, Complaint Information Sheet for complaint filed by Christopher Unger, dated April 4, 2022;

S-2: National Tenant Network Rental Application, dated May 8, 2019;

S-3: National Tenant Network Report, dated May 9, 2019 (Original);

S-4: National Tenant Network Report, dated May 9, 2019 (Altered);

S-5: Weichert Realtors Lease Application dated June 17, 2019;

S-6: Proof of income documents for Morris Friag;

S-7: New Jersey Realtors Standard Form Residential Lease between Morris Friag and Christopher Unger and Erica Fine, dated July 8, 2019;

S-8: Weichert Realtors Exclusive Tenant Agency Agreement and associated documentation, dated July 8, 2019;

S-9: Rent Recovery Service report dated April 7, 2022;

S-10: Respondent statement, dated April 29, 2022; and

S-11: Respondent statement, dated April 29, 2022.

The following document was submitted by Respondent, and entered into evidence, without objection:

R-1: Email dated May 8, 2019 from Respondent to Morris Friag and Email dated May 12, 2019 from Respondent to Weichert Property Management Regarding Morris Friag's NTN reports.

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TESTIMONY OF THE WITNESSES

Rima Brishi Friag

Respondent testified on her own behalf. Respondent testified that in 2019, she was licensed as a real estate salesperson, and affiliated with Weichert, when her ex-husband, Morris Friag ("Morris"),[1] asked her to help him find an apartment to rent. Respondent testified that she directed Morris to complete a tenant screening application with the National Tenant Network ("NTN").[2] Respondent testified that to complete the NTN screening process, she sent a website link to Morris, who independently entered his information and paid a fee. (Exh. R-1, p. 1). Respondent stated that she did not have access to the information Morris entered on the NTN tenant screen application, but she had access to the final report prepared by NTN and could send it to a landlord or listing agent. Respondent testified that Morris's score of eighty-eight by NTN was "green," which indicated he was a strong candidate for a rental property.

Respondent testified that the tenant screening application completed and submitted by Morris to NTN contained several errors. (Exh. S-2). Respondent stated that the last four digits of Morris's social security number were incorrect. Respondent also testified that Morris listed "Lara Friag" ("Lara") as an alias. Respondent testified that Lara is her and Morris's adult child, and Morris never used the name "Lara Friag." Respondent also testified that Lara's employment history, as a banker at TD Bank, was listed in the employment history section as pertaining to

[1] For purposes of clarity and to avoid any confusion, this Final Decision and Order will refer to Morris Friag and Lara Friag by only their first names, rather than last names, given they share the same last name with the Respondent.

[2] NTN is a company that provides a screening tool to assess potential tenants which searches and analyzes the potential tenant's credit score, income, work history, evictions, criminal history, and other criteria. NTN uses this data to generate a report and scores the qualifications of potential tenants.

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Morris. Respondent testified that Morris is a truck driver, has never worked at a bank, and believes Morris may have provided Lara's employment information accidentally.

Respondent testified that she had reviewed the original report regarding Morris that was produced by NTN ("NTN Report"). (Exh. S-3). Respondent testified that she believed everything in said report to be correct, except for Morris's income, which was listed on the NTN Report as $70,000, which she believed to be understated. Respondent testified that she did not recall if she noticed that Morris's income was incorrect when she first reviewed the NTN Report in 2019. Respondent also testified that she did not notice the alert message on the NTN Report that said to verify the social security information with the applicant.

Respondent testified that she had submitted the NTN Report, along with bank records showing a record of Morris's income and direct deposit history, as part of a rental application for a property that Morris ultimately did not rent.

Respondent testified it was not her usual practice to provide clients with their original NTN report, but clients do have the right to have their own report. Respondent testified that she gave Morris the NTN Report because he wanted to look for rental properties in Philadelphia and she could not handle those rental transactions because she is not licensed in Pennsylvania. Respondent testified that Morris later changed his mind and wanted her to handle a rental transaction involving a property on Valleybrook Road in Cherry Hill, New Jersey ("Valleybrook Property"). Respondent testified that in a file with some other papers, Morris then returned to her the document which, at the time, she assumed was the NTN Report. Respondent testified that she did not check nor confirm that said document was, in fact, the NTN Report that she had given to him earlier.

Respondent testified that Morris had completed an application to rent the Valleybrook Property. (Exh. S-5). Respondent testified that although the address listed on this application is

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not for the Valleybrook Property, this is the same rental application that she had submitted on Morris's behalf to the owner of the Valleybrook Property. Respondent testified that in addition to the application, she also provided two months of bank statements with proof of direct deposits, a Certificate of Formation from the New Jersey Department of Treasury, and a letter from the Internal Revenue Service with an assigned employment identification number to show that Morris owned his own trucking company, Blue Down Transport, LLC. (Exh. S-6).

Respondent testified that as part of Morris's rental application for the Valleybrook Property, she had submitted, unbeknownst to her, an altered version of the NTN Report ("Altered Report"). Respondent testified that Morris had given her the Altered Report and the rental application, which she scanned and emailed on his behalf, along with two months of bank statements to show proof of income. Respondent testified that it was faster for her to scan and email the documents Morris gave her, than it would have been to send the NTN Report that was still on her computer. Respondent testified that her usual practice was to scan and email rental applications, including NTN reports and proof of income. Respondent testified that she is not comfortable with technology and generally has her administrative assistant handle the paperwork for her. Respondent testified she could not simply forward the website link to the NTN Report that was in her email because the link was unique to her and was password protected.

Respondent testified that she did not look at the Altered Report very closely when she received it from Morris and did not believe that the NTN Report could be changed. Respondent acknowledged that had she reviewed the Altered Report closer, she would have realized that information on that document was incorrect. Respondent testified that she would have realized that the Altered Report showed a lower outstanding balance owed to Public Service Electric and Gas Co. ("PSE&G") of only $85, when the NTN Report indicated that he owed $785 to PSE&G.

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Respondent testified that Morris entered into a one-year lease for the Valleybook Property. After the lease expired, Morris and the landlord renewed the lease. Respondent testified she was unsure if another lease was executed, or if the first lease was renewed automatically, or if a month-to-month lease was effectuated. Respondent testified that the Covid-19 pandemic occurred sometime during the second year that Morris occupied the Valleybrook Property.

Respondent testified she felt remorseful for her conduct, and realized she should have checked Morris's paperwork more thoroughly before forwarding it to the landlord. Respondent stated that she no longer personally handles the written paperwork for her real estate transactions, and has her administrative assistant handle that for her.

Morris Friag

Morris testified on Respondent's behalf. Morris testified that he had wanted to look at homes to rent in Philadelphia. Morris testified that a friend had changed the NTN Report in order to make him more qualified to rent a home in Philadelphia, but does not recall this friend's name because it has been seven years since this incident occurred. Morris testified that the NTN Report had indicated his income was $70,000, but that amount was incorrect and his income was $140,000. Morris testified that he was unable to find homes that he liked in Philadelphia because they were small, old, and too far from his work and his daughters.

Morris testified that after failing to find a home in Philadelphia, he again looked for a home in Cherry Hill. Morris testified that he gave Respondent a file with the Altered Report and he was approved to rent the Valleybrook Property. Morris confirmed that Respondent did not look at the Altered Report in his file.

Morris testified that he did not tell Respondent that the NTN Report had been altered when he gave it back to Respondent for her to submit with his applications for rental homes in Cherry

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Hill. Morris further testified that he did not see any problems with altering the NTN Report, but he should have known better. Morris testified that he considered his friend "knew what he was doing."

Morris denied that he owes back rent to the landlord of the Valleybrook Property. Morris testified that he offered that the landlord keep his security deposit to use for any rent owed. Morris testified that he could not recall when he vacated the Valleybrook Property, but believes he left during the month before the lease ended. Morris testified that there have been no legal proceedings instituted against him for the collection of rent.

Morris testified that he did not purposely enter an incorrect social security number on the NTN tenant screening application, and believes he may have done so accidentally. Morris testified that he also accidentally entered Lara's income and employment information. As for employment, Morris testified that he drives a truck and Lara works at TD Bank. Morris testified that he intended to use Lara as a reference and not as a co-lessee. Morris testified that his annual income was $145,000, and the original NTN Report inaccurately listed his income as $70,000. Morris testified that he provided bank statements, which showed his accurate income, to accompany his rental applications.

FINDINGS OF FACT

Based on the pleadings, the testimony of the witness, and the documentary evidence duly admitted into the record, the Commission makes the following findings of fact:

1. Respondent was first licensed in New Jersey as a real estate salesperson on October 22, 2014. She is currently licensed with Weichert Co., licensed New Jersey real estate broker whose main office is located at 1625 Route 10 East, Morris Plains, New Jersey 07950.

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2. In May 2019, Respondent's ex-husband, Morris, engaged Respondent as his real estate agent to assist him in finding a residential rental property.
3. Respondent instructed Morris to complete a tenant screening application with National Tenant Network, which Morris did.
4. On or about May 9, 2019, NTN generated a written report, which evaluated Morris's qualification as a renter.
5. Respondent received the NTN Report via email, directly from NTN, and had access to the report at all times via her email.
6. Respondent made a hard copy of the NTN Report and gave it to Morris for his use when applying, on his own, for rental properties in Philadelphia.
7. With Morris's knowledge, Morris's friend altered the hardcopy of the NTN Report by increasing Morris's credit score, lowering his outstanding balance owed to PSE&G, increasing his income, and increasing his NTN tenant rating.
8. Morris gave the Altered Report to Respondent to be submitted in connection with his rental applications for property in Cherry Hill.
9. Morris did not advise Respondent that she had the Altered Report and not the NTN Report.
10. Respondent never reviewed or checked the Altered Report for changes or inaccuracies from the NTN Report.
11. Respondent acknowledged that she would have realized that the Altered Report contained changes and inaccuracies if she had inspected said document.
12. In her capacity as the real estate agent for Morris, Respondent submitted the Altered Report, a rental application and other documentation on Morris' behalf, to rent the Valleybrook Property.

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13. Morris's rental application was accepted, and he was approved by the landlord to lease the Valleybrook Property. Morris occupied and paid his rent for the Valleybrook Property for over a year, and eventually vacated the premises prior to the end of the lease term.

CONCLUSIONS OF LAW

In light of the above findings of fact, the Commission makes the following conclusions of law with regard to the charges contained in the OTSC as summarized above:

1. Respondent demonstrated incompetency, in violation of N.J.S.A. 45:15-17(e), by submitting a document to a landlord in support of a rental application without making reasonable effort to ensure that said document was accurate and authentic.
2. Respondent demonstrated a lack of fairness to all parties in a transaction, in violation of N.J.A.C. 11:5-6.4(a), by failing to make reasonable effort to ensure that the landlord had received accurate and authentic information regarding the client's qualifications to lease the landlord's property.

DETERMINATION

At the conclusion of the hearing in this matter, the Commission voted in favor of finding the violations and imposing the sanctions described in this Final Decision and Order. In arriving at the determination in this matter, the Commission took into consideration the documentary evidence submitted, the testimony of the witnesses, and the nature of and circumstances surrounding Respondent's conduct.

The REC staff bears the burden of proving the allegations in the OTSC by a preponderance of the competent, relevant, and credible evidence. Liberty Mut. Ins. Co. v. Land, 186 N.J. 163, 169 (2006) (citing In re Polk, 90 N.J. 550, 560 (1982)). The evidence must be such as would "lead a reasonably cautious mind to a given conclusion." In re Est. of Reininger, 388 N.J. Super. 289,

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298 (Ch. Div. 2006) (quoting Bornstein v. Metro Bottling Co., 26 N.J. 263, 275 (1958)). The preponderance of the evidence standard "requires proof 'that a desired inference is more probable than not. If the evidence is in equipoise, the burden has not been met.'" Lisowski v. Borough of Avalon, 442 N.J. Super. 304, 333 (App. Div. 2015) (quoting Liberty Mut., 186 N.J. at 169).

Allegations Against the Respondent

The OTSC alleged that Respondent was retained by Morris, her ex-husband, to assist him in renting a residential property, and she obtained an original tenant screening report from NTN to submit as part of Morris's rental applications. The OTSC further alleged that certain information in the NTN Report had been altered including, but not limited to, changes made to Morris's income, credit score, debt obligation and overall tenant rating. It was also alleged that Respondent sent the Altered Report as part of Morris' lease application without reviewing or checking the document for any inaccuracies or distortions from the NTN Report. Finally, the OTSC alleged that Morris was accepted as a tenant for the Valleybrook Property, but later vacated the property prior to the end of the lease term, and the landlord then discovered that the tenant screening report provided by Respondent was not the original NTN Report.

The allegations in the OTSC were proven by the preponderance of competent, relevant and credible evidence, and were not contested by Respondent. This conduct demonstrates incompetency on the part of the Respondent, in violation of N.J.S.A. 45:15-17(e), and demonstrates a lack of fairness to all parties in the transaction, in violation of N.J.A.C. 11:5-6.4(a).

Respondent admits that, albeit unintentionally, she had sent the Altered Report in connection with Morris' application to rent the Valleybrook Property and that, unbeknownst to her, Morris had altered the NTN Report. Since Respondent allowed the NTN Report to leave her possession and control, Respondent created the risk that Morris may change the NTN Report

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without her knowledge—which he did. Further, Respondent admits that had she taken the time to review the Altered Report, she would have certainly discovered the discrepancies and inaccuracies compared to the NTN Report. As such, Respondent's failure to make any reasonable effort to ensure that the landlord received the NTN Report, and not the Altered Report, constitutes incompetency.

The Commission further finds that Respondent demonstrated a lack of fairness to all parties in this transaction. The reason a real estate agent sends a tenant screening report to a landlord is to provide important and valuable information about their client as a potential tenant from an independent source. Here, the landlord trusted that Respondent had sent an accurate and authentic NTN report which could be relied upon to help evaluate Morris's qualifications to rent the Valleybrook Property. However, the landlord received bogus information regarding Morris's credit score, PSE&G debt, and the NTN tenant rating. Thus, by sending the Altered Report, Respondent placed the landlord at a significant disadvantage in this transaction by providing untrue information that unjustifiably enhanced Morris's credentials as a tenant prospect.

Finally, the Commission finds that Respondent's explanation for her conduct is unpersuasive and lacks merit. Although she had access to the NTN Report in her email or computer, Respondent sent hardcopy documents received from Morris—which included the Altered Report—to the landlord. Respondent explained that she did so because she lacked the technical knowhow to forward the NTN Report directly from her computer and she had no administrative assistant. However, Respondent did not explain why she did not keep the hardcopy of the original NTN Report and give Morris a photocopy of said document for him to use when applying for rentals in Philadelphia. Thus, Respondent's explanation that she used Morris's documents for the sake of her own convenience and expediency is unacceptable.

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Respondent's conduct, as stated above, constitutes a serious violation of the professional standards governing all licensees. The Commission accepts that Respondent had no knowledge that her client had altered the NTN Report, has admitted to her mistake, and taken precautions to avoid it happening again. Nevertheless, the Commission finds that Respondent's decision to send to the landlord a tenant screening report—here, the Altered Report—without reviewing or checking to ensure it was the authentic NTN Report, does not met the high degree of care and diligence expected of real estate professionals.

Penalty Against the Respondent

Through the Act, the Legislature has charged the Commission with the "high responsibility of maintaining ethical standards among real estate brokers and sales[persons]" to protect State consumers. Goodley v. New Jersey Real Estate Commission. 29 N.J. Super. 178, 181-182 (App. Div. 1954); see also Div. of N.J. Real Estate Com., etc. v. Ponsi, 39 N.J. Super. 526, 532-33 (App. Div. 1956). Further, the Act seeks to protect the "public from fraud, misinterpretation, incompetence and unethical practices." In re Appeal of Pipes, 329 N.J. Super. 391, 397 (App. Div. 2000)). The Commission is empowered to suspend and revoke the licenses of, and impose fines against, brokers and salespersons that violate any of the offenses enumerated in N.J.S.A. 45:15-17 or the real estate regulations. See Morgan v. Saslaff, 123 N.J. Super. 35, 38-39 (App. Div. 1973); Maple Hill Farms, Inc. v. New Jersey Real Estate Commission, 67 N.J. Super. 223, 233 (App. Div. 1961); Ponsi, 39 N.J. Super. at 527.

After considering the testimony and evidence presented, and in light of the violation committed by the Respondent, the Commission directs the Respondent to complete an additional nine hours of continuing education, which shall not count towards the continuing education requirement for the next license renewal term. Additionally, given the seriousness of the

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Respondent's violation, the Commission has determined that a $2,000 penalty shall also be assessed as discussed below.

The Commission may impose "a penalty of not more than $5,000 for the first violation" of the Act, and a "penalty of not more than $10,000 for any subsequent violation." N.J.S.A. 45:15-17. In Kimmelman v. Henkels & McCoy, Inc., the Supreme Court established the following seven factors ("Kimmelman factors") that must be considered in evaluating the imposition of fines in administrative proceedings and these factors are applicable to this matter which seeks the imposition of penalties under the Act: (1) the good or bad faith of the respondent; (2) the respondent's ability to pay; (3) the amount of profits obtained from the illegal activity; (4) the injury to the public; (5) the duration of the illegal activity or conspiracy; (6) the existence of criminal or treble actions; and (7) any past violations. 108 N.J. 123, 137-39. No one Kimmelman factor is dispositive for or against fines and penalties. See Id. at 139 ("The weight to be given to each of these factors by a trial court in determining . . . the amount of any penalty, will depend on the facts of each case.").

The first Kimmelman factor examines whether Respondent acted in good or bad faith, which requires an assessment of how egregious the respondent's conduct was and whether the respondent could have reasonably believed the conduct was legal. Id. at 137. It is undisputed Respondent submitted the Altered Report in support of Morris's rental application, and did not act with the required level of care and due diligence to ascertain whether the paperwork she was submitting was accurate or authentic. While she did not act with any intention to defraud, Respondent acted negligently and demostrated poor judgment. This factor weighs in favor of imposing a penalty.

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The second Kimmelman factor addresses Respondent's ability to pay the fines imposed. Respondents who claim an inability to pay civil penalties bear the burden of proving their incapacity. N.J.R.E.C. v. Cortese, Final Order of Determination (08/09/17) (citing Goldman v. Shah, OAL Dkt. No. BKI 11903-05, Initial Decision (04/15/2008), Final Decision and Order (09/02/08)). Respondent did not provide any specific testimony or proof in relation to this factor, though she asserted in her closing statement that she has three children in college. However, no testimony or evidence was presented by Respondent attesting to her inability to pay a monetary penalty, or other sources of income. This factor is neutral.

The third Kimmelman factor addresses the amount of profits obtained or likely to be obtained from the unlawful activity. The greater the profits an individual is likely to obtain from illegal conduct, the greater the penalty must be if penalties are to be an effective deterrent. Kimmelman, 108 N.J. at 138. There was no evidence presented regarding any profit obtained by Respondent as a result of her conduct. Accordingly, this factor does not weigh in favor of a penalty.

The fourth Kimmelman factor addresses the injury to the public. As discussed, in order to protect consumers, the Commission is charged with "maintaining ethical standards among real estate brokers and sales[persons]." Goodley, 29 N.J. Super. at 182. Therefore, the public is harmed when an individual fails to comply with Commission regulations. Here, Respondent submitted the Altered Report in support of Morris's rental application for the Valleybrook Property. While Respondent did not alter the report herself, she did not perform any due diligence to ascertain that the paperwork she was submitting was accurate and authentic. When a licensee is unable to conduct herself in accordance with the high standards expected of her and her profession, the public's confidence in the real estate industry is eroded. The Commission must

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protect consumers and compel ethical conduct by its licensees. The injury to the public caused by Respondent's conduct weighs in favor of imposing a monetary penalty.

The fifth Kimmelman factor is the duration of the unlawful activity. Respondent's conduct appears to be a singular occurrence and not part of a larger pattern. Accordingly, this factor does not weigh in favor of a monetary penalty.

The existence of criminal actions and whether a civil penalty may be unduly punitive if other sanctions have been imposed is the sixth factor. The Court held in Kimmelman that a lack of criminal punishment weighs in favor of a more significant civil penalty because the defendant cannot argue that he or she has already paid a price for his or her unlawful conduct. Ibid. No criminal or civil proceedings have stemmed from Respondent's actions. As such, this factor weighs in favor of a monetary penalty given that the Commission's actions are the only consequence Respondent will receive for her conduct.

The final factor examined in Kimmelman is previous relevant regulatory and statutory violations of the respondent, and if past penalties have been insufficient to deter future violations. 108 N.J. at 139. Respondent has been licensed for several years without any prior disciplinary history. This factor does not weigh in favor of a monetary penalty.

In light of these factors, the Commission has determined that the Respondent shall pay a fine of $2,000.

Accordingly, and under N.J.S.A. 45:15-17, the Commission imposes the following sanctions:

1. Respondent will complete an additional nine hours of continuing education, which shall be in addition to any continuing educational requirements for the next license renewal term.

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2. Respondent shall pay a fine of $2,000 for violations of the real estate laws and regulations as found in this Final Decision and Order.

SO ORDERED this 6th day of October, 2026.

By: Eugenia K. Bonilla, President
Christine Banasiak, Commissioner
Erin Brown, Commissioner
Gabrielle Liguori, Commissioner
Gloria Monks, Commissioner

Signed by:
Eugenia Bonilla 10/16/2026
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Eugenia K. Bonilla, President
New Jersey Real Estate Commission

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