

<b>VFS Leon, LLC v Pritchett</b>
2019 NY Slip Op 33952(U)
March 8, 2019
Supreme Court, Orange County
Docket Number: EF002980-2017
Judge: Catherine M. Bartlett
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SUPREME COURT-STATE OF NEW YORK
IAS PART-ORANGE COUNTY

Present: HON. CATHERINE M. BARTLETT, A.J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

VFS LEON, LLC,

Plaintiff,

-against-

ANGELIQUE PRITCHETT a/k/a
ANGELIQUE L. PRITCHETT, et al.,

Defendants.

To commence the statutory time
period for appeals as of right
(CPLR 5513 [a]), you are
advised to serve a copy of this
order, with notice of entry,
upon all parties.

Index No. EF002980-2017

ANGELIQUE PRITCHETT,

Third-Party Plaintiff,

-against-

VISIO FINANCIAL SERVICES, INC., RAYMOND
KNOX, SUPERIOR MORTGAGE COMPANY, INC.,
and MICHELLE ANDERSON, ESQ.,

Third-Party Defendants.

Motion Date: February 13, 2019

The following papers numbered 1 to 11 were read on Plaintiff's motion for an order
vacating dismissal, restoring the case to the calender, and granting summary judgment of
foreclosure and other relief, and Third-Party Defendant Michelle Anderson's motion for a
declaration that the Defendant's third-party complaint is null and void:

Amended Notice of Motion (Plaintiff) - Affirmation / Exhibits - Affidavit . . . . . 1-3
Affirmation in Opposition / Exhibits - Affidavit / Exhibits . . . . . 4-5
Reply Affirmation . . . . . 6

Notice of Motion (Anderson) - Affirmation / Exhibits - Memorandum . . . . . 7-9

Affirmation in Opposition . . . . . 10

Reply Memorandum . . . . . 11

Upon the foregoing papers, it is ORDERED that the motions are disposed of as follows:

This is an action to foreclose a Mortgage held by plaintiff VFS Leon, LLC (“VFS”) on premises known as 28 Fieldstone Drive, Middletown, New York (the “Premises”). On February 17, 2015, defendant Angelique Pritchett executed and delivered a Note to Visio Financial Services, Inc. (“Visio”) for the sum of \$185,995.00. As security for payment of the Note, Defendant executed a Mortgage on the aforesaid Premises to Visio.

In connection with this transaction, Defendant made the following sworn representations to Visio:

The undersigned Borrower hereby states and warrants that the extension of credit in the above transaction is solely for business or commercial purpose. The loan is not extended primarily for personal, family or household use.

The undersigned Borrower further hereby states and warrants that the above transaction is specifically exempted under 12 CFR §1026.3(a) of Regulation Z implemented by the Consumer Financial Protection Bureau and under 15 USCA §1603 of the Consumer Credit Protection Act (“Truth-in-Lending Act”), and that no disclosures are required to be given under such regulation and federal law in connection with the above transaction.

The undersigned Borrower further acknowledges that it is in reliance upon the truth of the statements hereinabove contained, that lender is making said loan without giving to the undersigned the disclosures that may be otherwise required under such regulation and federal and state law.

In addition, Defendant certified and acknowledged under penalty of perjury that “upon taking title to the real property described above, their occupancy status will be as follows: ... Investment Property – Not owner occupied. Purchased as an investment to be held or rented.”

Defendant's aforesaid representations to Visio were false and known by her at the time to be false. She had previously failed on five occasions to qualify for residential mortgage financing. She alleges that she was instructed by her attorney, third-party defendant Michelle Anderson, Esq. ("Anderson"), and by her mortgage brokers, third-party defendants Raymond Knox ("Knox") and Superior Mortgage Company, Inc. ("Superior"), to represent that she intended to use the Premises as an investment property in order to secure financing. In fact, however, with her boyfriend posing as the tenant Defendant occupied the Premises as her primary residence. There is no evidence that Anderson, Knox and/or Superior were acting in league with Visio or that Visio knew that Defendant's representations were false.

The Note was indorsed and delivered to plaintiff VFS, and the Mortgage was assigned to VFS by Assignment of Mortgage dated March 27, 2015. Defendant defaulted on her obligations under the Note on June 1, 2016 and has remained in default since that time. Plaintiff commenced this action to foreclose the Mortgage on April 24, 2017. Answering, Defendant denied the allegations of the Complaint, and asserted twenty-five (25) affirmative defenses and ten (10) counterclaims.

A conference in this matter was scheduled for February 6, 2018. As Defendant appeared, but Plaintiff did not, Plaintiff's action was dismissed pursuant to Uniform Rule 202.27(b).<sup>1</sup> Ten days later, on February 16, 2018, Defendant filed a Third-Party Summons and Third-Party Complaint against Visio, Anderson, Knox and Superior.

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<sup>1</sup>Uniform Rule 202.27 ("Defaults") provides in subdivision "b" thereof that "If the defendant appears but the plaintiff does not, the judge may dismiss the action and may order a severance of counterclaims or cross-claims."

On June 6, 2018, Plaintiff moved for summary judgment without moving to vacate the dismissal and restore its action to the calendar. In opposition, defense counsel noted that the matter had been dismissed for non-appearance by Plaintiff. Defense counsel also noted the pendency of the Third-Party Complaint, and advised that the time for the Third-Party Defendants to answer had not yet expired. By Decision and Order dated August 28, 2018, this Court ruled that due to the February 6, 2018 dismissal, “this court is without jurisdiction to entertain the present motion for summary judgment and other relief, wherefore it must be denied.”

Plaintiff VFS now moves for an order vacating the dismissal, restoring the case to the calendar, and granting summary judgment of foreclosure and other relief. While Visio, Knox and Superior have answered the Third-Party Complaint, third-party defendant Anderson has instead moved for a declaration that the Third-Party Complaint is “null and void.”

#### **I. Plaintiff’s Motion To Vacate The Dismissal**

To vacate a dismissal ordered pursuant to Uniform Rule 202.27(b) for a default in appearing, a plaintiff must establish a reasonable excuse for its default and a potentially meritorious cause of action. *See, GMAC Mortgage, LLC v. Guccione*, 127 AD3d 1136, 1138 (2d Dept. 2015); *Hagen-Meurer v. Balakhane*, 127 AD3d 1020 (2d Dept. 2015); *Mazzio v. Jennings*, 128 AD3d 1032 (2d Dept. 2015). The court may “exercis[e] its discretion in the interests of justice to excuse delay or default resulting from law office failure.” CPLR §2005. “Where a party asserts law office failure, it must provide ‘a detailed and credible explanation of the default.’” *GMAC Mortgage, LLC v. Guccione, supra*, 127 AD3d at 1138.

For the reasons set forth in Point II below, Plaintiff has demonstrated the existence of a meritorious cause of action. In addition, Plaintiff has established with competent evidence that

its default resulted from excusable law office failure. Accordingly, Plaintiff's motion to vacate the dismissal and restore its action to the active calendar is granted.

## II. Plaintiff's Motion For Summary Judgment Of Foreclosure

In *JP Morgan Chase Bank, N.A. v. Weinberger*, 142 AD3d 643 (2d Dept. 2016), the

Second Department held:

To establish a prima facie case in an action to foreclose a mortgage, a plaintiff must produce the mortgage, the unpaid note, and evidence of default [cit.om.]. Additionally, where, as here, the plaintiff's standing is placed in issue by a defendant, the plaintiff must prove its standing as part of its prima facie showing [cit.om.]. "A plaintiff establishes its standing in a mortgage foreclosure action by demonstrating that, when the action was commenced, it was either the holder or assignee of the underlying note" (*Dyer Trust 2012-1 v. Global World Realty, Inc.*, 140 AD3d 827, 828... [cit.om.]). "Either a written assignment of the underlying note or the physical delivery of the note prior to the commencement of the foreclosure action is sufficient to transfer the obligation, and the mortgage passes with the debt as an inseparable incident" (*id.*; cit.om.).

*Id.*, 142 AD3d at 644-645. See also, *Deutsche Bank National Trust Co. v. Carlin*, 152 AD3d 491, 492-493 (2d Dept. 2017); *Wells Fargo Bank, N.A. v. Thomas*, 150 AD3d 1312, 1313 (2d Dept. 2017); *Deutsche Bank National Trust Co. v. Logan*, 146 AD3d 861, 862-863 (2d Dept. 2017).

Plaintiff here established *prima facie* entitlement to judgment as a matter of law by producing the Mortgage, the unpaid Note, evidence of Defendant's default and proof of its standing to prosecute this foreclosure action.

In opposition, Defendant has failed to demonstrate the existence of a material issue of fact with respect to any of her 25 affirmative defenses. In response to Plaintiff's motion, Defendant withdrew affirmative defenses numbered 1, 2, 7, 8, 9, 10, 11, 14, 19, 20, 21, 22, 23 and 24.

Concerning the remaining defenses:

- No. 3 Mitigation of damages is not an affirmative defense to an action to foreclose a mortgage.
- Nos. 4, 5 The Truth-in-Lending Act (TILA) does not apply to transactions involving the extension of credit primarily for business or commercial purposes. *See*, 15 USC §1603(1); 12 USC §2606(a)(1). Defendant expressly acknowledged under oath that the loan at issue here was “solely for business or commercial purpose” and that TILA was inapplicable.
- No. 6 General Business Law §349 requires *inter alia* that the challenged conduct be “materially misleading.” *See*, *Lum v. New Century Mortg. Corp.*, 19 AD3d 558 (2d Dept. 2005). The terms of this transaction were fully set forth in the loan documents, and Defendant has failed to demonstrate how Plaintiff engaged in any deceptive acts or practices.
- No. 12 Defendant alleges that pursuant to 15 USC §1641(d)(1), Plaintiff as assignee of the Note is liable for all claims and defenses that Defendant could assert against Visio, but has failed to produce evidence demonstrating the existence of any such claims or defenses.
- No. 13 Defendant has failed to plead fraud with the requisite particularity (*see*, CPLR §3016[b]), and the only fraud of which there is any evidence of record is Defendant’s own fraudulent misrepresentation of the purpose for which she sought financing.
- No. 15 Defendant’s assertion of estoppel and unclean hands is entirely conclusory and without evidentiary support.
- No. 16 The Home Ownership Equity Protection Act is an amendment to TILA, and like TILA, it applies to residential financing and not loans made primarily for business or commercial purposes.
- No. 17 New York does not recognize independent claims for “civil conspiracy”, and in any event Defendant’s assertions of conspiracy are entirely conclusory and without evidentiary support.
- No. 18 Defendant’s assertion of unconscionability is entirely conclusory and without evidentiary support.
- No. 19 Defendant has not demonstrated the existence of any duty of care owed by Plaintiff to her, and in any event the allegation of negligence is entirely conclusory and without evidentiary support.

Therefore, Defendant’s affirmative defenses are stricken.

Defendant's counterclaims are entirely duplicative of the affirmative defenses which Defendant herself has withdrawn or which the Court has stricken. The counterclaims against Plaintiff are equally without merit, and are, accordingly, dismissed.

Consequently, Plaintiff's motion is granted in its entirety.

**III. Third-Party Defendant Anderson's Motion For A Declaration That The Third-Party Complaint Is "Null And Void"**

Third-Party Defendant Anderson contends that because Plaintiff's action was dismissed for non-appearance on February 6, 2018, the third-party action filed pursuant to CPLR §1007 after dismissal and prior to restoration is "null and void" and must be dismissed.

CPLR §1007 provides in pertinent part:

After the service of his answer, a defendant may proceed against a person not a party who is or may be liable to that defendant for all or part of the plaintiff's claim against that defendant, by filing pursuant to Section 304 of this chapter a third-party summons and complaint with the clerk of the court..., for which a separate index number shall not be issued but a separate index number fee shall be collected....

In *Qosina Corp. v. C & N Packaging, Inc.*, 96 AD3d 1032 (2d Dept. 2012), the Second Department discussed the nature of third-party practice under CPLR §1007:

CPLR 1007 provides that "a defendant may proceed against a person not a party who is or may be liable to that defendant for all or part of the plaintiff's claim against that defendant." The Court of Appeals has recognized that "[t]he language of CPLR 1007 serves only to identify the persons against whom a third-party claim may be brought" (*George Cohen Agency v. Donald S. Perlman Agency*, 51 NY2d 358, 365...). "It places no limit upon the amount which may be recovered or upon the legal theories which may be asserted as a basis for the claim" (*id.*;...).

Although the impleader language of CPLR 1007 has been liberally construed and "should not be read as allowing recovery solely for claims sounding in strict indemnity" (*George Cohen Agency v. Donald S. Perlman Agency*, 51 NY2d at 365...), the "third-party claim must be sufficiently related to the main action to at least raise the question of whether the third-party defendant may be liable to defendant-third-party, for whatever reason, for the damages for which the latter may be liable to plaintiff" (*Zurich Ins. Co.*

v. *White*, 129 AD2d 388, 390...[cit.om.]. In other words, “[t]he liability to be imposed upon a third-party defendant in a third-party action commenced pursuant to CPLR 1007 should ‘arise from or be conditioned upon the liability asserted against the third-party plaintiff in the main action’” (*Lucci v. Lucci*, 150 AD2d 649, 650...[cit.om.]).

*Qosina Corp.*, *supra*, 96 AD3d at 1034-35. *See also*, *Sunbelt Rentals, Inc. v. Tempest Windows, Inc.*, 94 AD3d 1088, 1089 (2d Dept. 2012) (“the liability sought to be imposed upon a third-party defendant must arise from or be conditioned upon the liability asserted against the third-party plaintiff in the main action”); *BBIG Realty Corp. v. Ginsberg*, 111 AD2d 91 (2d Dept. 1985); *Buttermark v. Korber*, 65 AD2d 587, 588 (2d Dept. 1978) (“third-party plaintiff must, at least in part, assert a claim over against the third-party defendant for the plaintiff’s claim against him”).

In view of the foregoing, it is eminently clear that Defendant’s third-party action was not permitted by CPLR §1007. As of February 16, 2018, the date of commencement, Plaintiff’s complaint against Defendant had been dismissed, and consequently she possessed no claim over against any party for Plaintiff’s non-existent claim against her. Paraphrasing *Sunbelt Rentals, Inc. v. Tempest Windows, Inc.*, *supra*, “since [VFS’s] claims were discontinued against [Ms. Pritchett], [Ms. Pritchett was] no longer liable to [VFS] for any damages. Accordingly, since [VFS could] no longer hold [Ms. Pritchett] liable, [Ms. Pritchett] cannot implead [Visio, Knox, Superior and Anderson] pursuant to CPLR 1007.” *Id.*, 94 AD3d at 1090.

The Third-Party Complaint is therefore fatally flawed and must be dismissed. *See*, *Sunbelt Rentals, Inc. v. Tempest Windows, Inc.*, *supra*. *Cf.*, *American Bridge Company v. Acceptance Insurance Company*, 293 AD2d 634, 636 (2d Dept. 2002) (where amended judgment in declaratory judgment action left issue of indemnification unresolved, the action was still “pending”, and hence third-party action could properly be commenced).

Defendant contends that the Court has discretion pursuant to CPLR §1010 to allow her third-party action to proceed. Section 1010 provides:

The court may dismiss a third-party complaint without prejudice, order a separate trial of the third-party claim or of any separate issue thereof, or make such other order as may be just. In exercising its discretion, the court shall consider whether the controversy between the third-party plaintiff and the third-party defendant will unduly delay the determination of the main action or prejudice the substantial rights of any party.

CPLR §1010 by its terms assumes the existence and pendency of the “main action” and authorizes the court in appropriate circumstances to order a “separate trial” of the third-party claim. By way of example, the Second Department in *Qosina Corp. v. C & N Packaging, Inc.*, *supra*, held:

Here, the third-party complaint was not permitted by CPLR 1007 since it failed to state any cause of action arising from or conditioned upon the liability asserted against [the defendant / third-party plaintiff] in the main action [cit.om.]. However, the third-party complaint nevertheless stated causes of action to recover damages for breach of duty of loyalty and for tortious interference with contractual relations. Accordingly, although these causes of action were not sufficiently related to the allegations in the complaint to provide a proper basis for a third-party complaint under CPLR 1007, they nevertheless constituted proper grounds for an independent action. Under the circumstances of this case, rather than direct dismissal of the third-party complaint on the ground that it was not permitted by CPLR 1007, the Supreme Court should have exercised its discretion to sever the third-party action from the plaintiff’s complaint (*see* CPLR 603, 1010....).

*Id.*, 96 AD3d at 1035. To the same effect is *Buttermark v. Korber*, 65 AD2d 587 (2d Dept. 1978).

Here, the “main action” having been dismissed on February 6, 2018, it was no longer pending when the third-party action was commenced ten days later on February 16<sup>th</sup>, and hence there was nothing from which to “sever” the third-party claim for “separate trial.” Consequently, the invocation of CPLR §1010 cannot save Defendant’s impermissible third-party action from dismissal in the circumstances of this case.

That, however, does not conclude the analysis. Third-party defendant Anderson seeks not only the dismissal of the Third-Party Complaint but a declaration that it is “null and void”, evidently because the Statute of Limitations has since expired and Anderson seeks to avoid the application of CPLR §205.

CPLR §205(a) provides in pertinent part:

If an action is timely commenced and is terminated in any other manner than by a voluntary discontinuance, a failure to obtain personal jurisdiction over the defendant, a dismissal of the complaint for neglect to prosecute the action, or a final judgment upon the merits, the plaintiff...may commence a new action upon the same transaction or occurrence or series of transactions or occurrences within six months after the termination provided that the new action and that service upon defendant is effected within such six-month period....

Section 205 is a tolling provision which “serves the salutary purpose of preventing a Statute of Limitations from barring recovery where the action, at first timely commenced, had been dismissed due to a technical defect which can be remedied in a new action.” *U.S. Fidelity & Guaranty Co. v. E.W. Smith Co.*, 46 NY2d 98, 505 (1979); *Marrero v. Crystal Nails*, 114 AD3d 101, 108-109 (2d Dept. 2013).

The Court of Appeals anticipated the issue presented here in *George v. Mt. Sinai Hospital*, 47 NY2d 170 (1979). In that case, a dead person was the named plaintiff in a medical malpractice action. Upon termination of that action, the decedent’s administratrix commenced a new action after the statute of limitations had expired. The defendant hospital argued that no action had been timely commenced for purposes of CPLR §205 because an action brought by a dead person is a “nullity.” Observing that proper resolution of §205 issues “is not aided by frequent use of the term ‘nullity’” (*id.*, 47 NY2d at 175-176), the Court wrote:

Such an action [i.e., an action brought in the name of the wrong party], however, is no more a “nullity” than are actions which were dismissed for lack of jurisdiction or for nonjoinder, and yet the latter are traditionally deemed to be prior actions for purposes of CPLR 205 (subd. a) [cit.om.]. This is so because the function of [§205] is to ameliorate the potentially harsh effect of the Statute of Limitations in certain cases in which at least one of the fundamental purposes of the Statute of Limitations has in fact been served, and the defendant has been given timely notice of the claim being asserted by or on behalf of the injured party. The statute is a remedial one, and, as Judge Cardozo has explained, “[i]ts broad and liberal purpose is not to be frittered away by any narrow construction. The important consideration is that by invoking judicial aid, a litigant gives timely notice to his adversary of a present purpose to maintain his rights before the courts” [cit.om.]. Hence, even if the reason for the dismissal of the prior suit was the absence of subject matter jurisdiction, the statute has been found to apply [cit.om.], although it is difficult to imagine a proceeding which could be considered more of a “nullity” than one in which the court lacked subject matter jurisdiction [cit.om.].

*Id.*, at 177-178.

Having rejected the concept of “nullity” as an appropriate criterion for determining the applicability of CPLR §205, the Court proceeded to an analysis of the types of defect that would or would not preclude the application of §205(a) to avoid a Statute of Limitations bar.

[I]n the instant case the defect in the prior action did not lie in the means of commencing the action, but rather in the identity of the named plaintiff. While that defect was fatal in the sense that the action was subject to dismissal, it was not the type of defect which precludes application of CPLR 205 (subd. a). The very function of that subdivision is to provide a second opportunity to the claimant who has failed the first time around because of some error pertaining neither to the claimant’s willingness to prosecute in a timely fashion nor to the merits of the underlying claim. The statute by its very nature is applicable in those instances in which the prior action was properly dismissed because of some fatal flaw; thus, to suggest that it should not be applied simply because there was a deadly defect in the prior action seems nonsensical. Indeed, the statute will normally “involve situations in which a suit has been started but, due to an excusable mistake or a procedural defect or ineptitude of counsel or inability to obtain needed evidence, or some other cause that should not be fatal to the claim, the start has been a false one” (1 Weinstein-Korn-Miller, N.Y.Civ.Prac., ¶205.03, at p. 2-134)....

In sum, a distinction must be drawn between a failure to commence an action, be it due to failure of process or some similar reason, and a defect in that action which mandates dismissal. In the former case, CPLR 205(subd. a) will be inapplicable, whereas in the latter case the statute will apply.

*Id.*, at 178-179. *See also, Carrick v. Central General Hospital*, 51 NY2d 242 (1980).

In the case at bar, it appears that Defendant's third-party action was timely commenced by filing of the Third-Party Summons and Complaint on February 16, 2018, within three years of the date of the closing on the subject real estate transaction.<sup>2</sup> Per the affidavits of service, it further appears that service of process was duly effected on the named third-party defendants within 120 days of filing. Thus, one of the fundamental purposes of the Statute of Limitations has in fact been served, as the third-party defendants were given timely notice of the claims being asserted against them. Additionally, while that Complaint for reasons discussed above was not a proper Third-Party Complaint as defined by CPLR §1007, it appears that the allegations thereof did in certain respects provide proper grounds for an independent action against third-party defendant Anderson.

Under the circumstances, it sufficiently appears that this case involves, not the failure to commence an action, but rather a procedural defect mandating dismissal, to which CPLR §205(a) may potentially apply. *See, George v. Mt. Sinai Hospital, supra. See also, e.g., Rubin v. Napoli Bern Ripka Shkolnik, LLP*, 151 AD3d 603, 604 (1<sup>st</sup> Dept. 2017) (counterclaims dismissed as procedurally improper because not appended to an answer as required by CPLR 3011 could be

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<sup>2</sup>It appears from the electronic docket in this action that the index number fee required pursuant to CPLR §§304, 306-a, 1007 and 8018 was not paid upon filing of the Third-Party Summons and Complaint on February 16, 2018, but was thereafter belatedly paid on July 2, 2018. The Court declines at this juncture to determine how, if at all, this fact bears on the issues in this case.

saved by CPLR 205(a)'s six month grace period). Consequently, Third-Party Defendant Michelle Anderson's motion for a declaration that the Third-Party Complaint is "null and void" is denied. The Third-Party Complaint as against Third-Party Defendant Anderson is nevertheless dismissed without prejudice to Defendant's filing her claims anew. Inasmuch as the applicability of CPLR §205(a) has not been squarely presented or definitively determined by the Court on the present motion, this Decision and Order is made without prejudice to Anderson's right to assert the Statute of Limitations as a defense to any newly filed complaint.

Visio, Knox and Superior, the other third-party defendants, would be entitled to dismissal of the Third-Party Complaint on the grounds set forth herein, but have not moved for this relief. In the interest of fairness and efficiency, the Court directs that any objection that the filing of the Third-Party Complaint was impermissible under CPLR §1007 shall be deemed waived by any party that fails to move within twenty (20) days of the date of this Order for dismissal of the Third-Party Complaint on that ground. Meanwhile, the Third-Party Complaint pending against these parties is severed from Plaintiff's foreclosure action

It is therefore

ORDERED, that Plaintiff's motion to vacate the February 6, 2018 dismissal of its action is granted, and the action is restored to the Court's active calendar, and it is further

ORDERED, that the balance of Plaintiff's motion is granted in its entirety, and the proposed Order granting summary judgment of foreclosure and appointing a referee to compute is issued herewith, and it is further

ORDERED, that the motion of Third-Party Defendant Michelle Anderson is granted to the limited extent that the Third-Party Complaint, as against her, is dismissed without prejudice,

and it is further

ORDERED, that the Third-Party Complaint as against third-party defendants Visio Financial Services, Inc., Raymond Knox and Superior Mortgage Company, Inc. is severed from Plaintiff's action, and it is further

ORDERED, that any objection by said third-party defendants that the filing of the Third-Party Complaint was impermissible under CPLR §1007 shall be deemed waived by any party that fails to move within twenty (20) days of the date of this Order for dismissal of the Third-Party Complaint on that ground, and it is further

ORDERED, that a conference in the severed third-party action is hereby scheduled for May 16, 2019 at 9:00 a.m. at the Orange County Courthouse, Courtroom No. 4.

The foregoing constitutes the decision and order of the Court.

Dated: March 8, 2019                      E N T E R  
Goshen, New York



HON. CATHERINE M. BARTLETT, A.J.S.C.

HON. C. M. BARTLETT  
JUDGE NY STATE COURT OF CLAIMS  
ACTING SUPREME COURT JUSTICE