Stairway Legacy Assets, L.P. v McKenna Long & Aldridge, LLP
2020 NY Slip Op 32150(U)
July 1, 2020
Supreme Court, New York County
Docket Number: 650415/2020
Judge: Andrew Borrok
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. ANDREW BORROK **PART** IAS MOTION 53EFM

Justice

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STAIRWAY LEGACY ASSETS, L.P.,

Plaintiff,

- v -

MCKENNA, LONG & ALDRIDGE, LLP, EIDOS PARTNERS, LLC,EIDOS III, LLC,EIDOS IV, LLC,EIDOS DISPLAY, LLC,EIDOS ADVANCED DISPLAY, LLC,KAMDES IP HOLDING, LLC,EIDOS, LLC

Defendant.

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INDEX NO. 650415/2020

MOTION DATE 01/20/2020

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 18, 24, 25, 26, 27, 28, 29, 30, 34

were read on this motion to/for CONFIRM/DISAPPROVE AWARD/REPORT.

Upon the foregoing documents, the verified petition (the **Petition**) to confirm the Final Award on Remand (the **Final Award on Remand**) and for entry of judgment thereon is granted.

THE RELEVANT FACTS AND CIRCUMSTANCES

Stairway Legacy Assets, LP (**Stairway**) seeks to confirm a Final Award on Remand that was issued by a three-member panel of arbitrators (the **Panel**)[1] on or about February 13, 2019 in an International Centre For Dispute Resolution (**ICDR**) arbitration styled as *Stairway Legacy Assets, LP v Mckenna Long & Aldridge, LP n/k/a Dentons US LLP et al.,* Case No. 01-18-0003-4931 (the **Remand Arbitration**) (NYSCEF Doc. No. 1).

[1] The Panel in both the Arbitration and Remand Arbitration consisted of Liza M. Walsh, Esq., of Walsh Pizzi O'Reilly Falanga, James E. Rocap, III, Esq., of Steptoe & Johnson LLP, and the Hon. Dennis M. Cavanaugh (Ret., US DNJ).

Previously, Stairway, together with non-party Ironshore Specialty Insurance Company (**Ironshore)** and the respondents McKenna, Long & Aldridge, LLP n/k/a Dentons US LLP (**Dentons**) and Eidos Partners, LLC, Eidos III, LLC, Eidos IV, LLC, Eidos Display, LLC, Eidos Advanced Display, LLC, Kamdes Holdings LLC, and Eidos, LLC (all the Eidos entities, collectively, **Eidos**; Dentons and Eidos, jointly, the **Respondents**) engaged in another related arbitration (the **First Arbitration**) captioned *Ironshore Specialty Insurance Co. v Eidos Partners, LLC,* Case No. 50-2013-00 -0970. In this First Arbitration, the Panel issued a forty-four page Final Decision and Award dated February 24, 2017 (the **First Award**), entitling Stairway to, among other things, $63,311,293.58 in damages as of that date, plus 65% of Stairway's attorneys' fees and costs incurred in the First Arbitration (Ver. Pet., NYSCEF Doc. No. 1, ¶ 4). The First Award was issued after nineteen days of evidentiary hearing, which included testimony from eight fact witnesses, two expert witnesses, the introduction of hundreds of exhibits, and extensive pre-hearing and post-hearing briefs (NYSCEF Doc. No. 3). In addition to the damages awarded, the First Award included "sixty-five percent (65%) of the attorneys' fees and expenses incurred by Stairway directly in connection with this Arbitration [to] be reimbursed by Ironshore, Eidos, and Dentons in equal one-third amounts," but did not fix the precise amount of the fees in the First Award other than as a percentage (NYSCEF Doc. No. 1, ¶ 4; NYSCEF Doc. No. 4, ¶ 10). The First Award further provides that "[a]ll amounts awarded herein shall be paid [to Stairway] on or before March 24, 2017" (NYSCEF Doc. No. 4, ¶ 11).

On March 22, 2017, Dentons filed a Petition to Vacate the [First] Award in Supreme Court, New York County, as amended by the Amended Petition on August 7, 2017 (*id.*, ¶ 23, Index No.

651487/2017) (the **First Petition**). Eidos filed a cross motion to join the Amended Petition and to Vacate or Modify the Award on Additional Grounds (*see* Index No. 651497/2017, NYSCEF Doc. Nos. 57-76). Thereafter, on September 6, 2017, Ironshore Specialty Insurance Company filed a cross motion to confirm the First Award and opposition to Dentons' First Petition and Eidos' Cross Motion (*id.*, NYSCEF Doc. Nos. 116-150]. That same day, Stairway filed papers in opposition to Dentons' Petition and Eidos' Cross Motion and sought confirmation of the Award (*id.*, NYSCEF Doc. Nos. 77-115).

On November 28, 2017, the court (Ramos, J.) held oral argument on the First Petition and the cross motions. After hearing argument, the court denied the First Petition and Eidos' cross motion and granted Ironshore's cross motion together with Stairway's request to confirm the First Award (*11/28/27 Tr.*, NYSCEF Doc. No. 6).

On January 25, 2018, and per the court's direction, Ironshore and Stairway filed a Joint Notice of Settlement of Order pursuant to 22 NYCRR 202.48(c)(2) (NYSCEF Doc. No. 1, ¶ 36). On January 31, 2018, Dentons and Eidos filed joint opposition to Settlement of Order (*id.*). At a court conference held on April 3, 2018, the court (Ramos, J.) directed Stairway to file a motion to fix its attorneys' fees and costs pursuant to the First Award (*id.*). Stairway filed its application on April 9, 2018 and Dentons and Eidos filed opposition (*id.*, ¶ 37). Following oral argument on July 11, 2018, the court remanded the parties back to the Panel to fix the amount of Stairway's attorneys' fees and costs as provided for in the First Award (*id.*, ¶ 38; *7/11/2018 Tr.*, NYSCEF Doc. No. 11; NYSCEF Doc. No. 12).

The court memorialized its ruling confirming the First Award, by Order dated May 15, 2018, and Ironshore filed Notice of Entry of the Order on May 24, 2018 (NYSCEF Doc. No. 7). The court entered judgment on June 18, 2018 (the **June 2018 Judgment**), together with an amended judgment on July 3, 2018 (the **Amended Judgment**) as follows:

> a) in favor of Stairway against Eidos for $35,776,381.09 plus post judgment interest of $7,889.72 per day; b) in favor of Stairway against Dentons in the amount of $709,976.06 plus post-judgment interest of $156.60 per day; c) against Eidos in favor of Ironshore for $13,747,270.72, plus post-judgment interest at the statutory rate of 9%; d) against Dentons in favor of Ironshore for $7,785,040.04 plus post-judgment interest at the 9% statutory rate.

(NYSCEF Doc. No. 1, ¶ 28, NYSCEF Doc. No. 8; NYSCEF Doc. No. 8).

Dentons and Eidos appealed the both the June 2018 Judgment and the Amended Judgment (NYSCEF Doc. No. 1, ¶¶ 29-30). By Order, dated October 17, 2019, the Appellate Division, First Department, affirmed both the June 2018 Judgment and the Amended Judgment in favor of Stairway and Ironshore (NYSCEF Doc. No. 9; *McKenna, Long & Aldridge LLP v Ironshore Specialty Ins.,* 176 AD3d 526). Dentons then sought leave from the Court of Appeals by motion filed with the First Department on October 22, 2019, and the First Deparment denied Dentons' motion. Dentons moved for reargument, which motion appears to be still pending (NYSCEF Doc. No. 1, ¶ 33). Dentons also filed an application for leave to appeal directly to the Court of Appeals on December 17, 2019, which motion was denied (*McKenna, Long & Aldridge LLP v Ironshore Specialty Ins.,* 2020 WL 3096934 [2020]).

On August 31, 2018, while the appeals were pending, and shortly after the court (Ramos, J.) remanded the issue of attorneys' fees back to the Panel, Stairway requested that ICDR reinstate

the Panel for the limited purpose of fixing the amount of attorneys' fees due to Stairway from Dentons and Eidos pursuant to Paragraph 10 of the First Award (NYSCEF Doc. No. 1, ¶ 39). The Panel was reinstated in October 2018. Neither Dentons nor Eidos sought to stay the arbitration in Supreme Court or in the Appellate Division (*id.*, ¶ 40).

However, Dentons submitted a letter to the ICDR dated November 7, 2018, challenging the jurisdiction of the Panel based on the *functus officio* rule (discussed below). Following an opposing letter by Stairway and a reply letter by Dentons, an initial hearing was held by the Panel on November 21, 2018, with all parties represented by counsel (*id.*, ¶ 41). Thereafter, the Panel issued an initial order, dated November 27, 2018 (the **First Order**) finding that it had jurisdiction to fix the amount of attorneys' fees and costs (*id.*,¶ 42; NYSCEF Doc. No. 13). Specifically, in the First Order, the Panel indicated that it was duly authorized and required to undertake the task for which the matter was remanded (NYSCEF Doc. No. 4, Ex. A at 1-2; NYSCEF Doc. No. 13).

The parties then submitted their respective positions on the issue of legal fees to the Panel in December of 2018 (NYSCEF Doc. No. 1, ¶ 43). Specifically, Stairway submitted (i) the Affirmation of Steven L. Klepper, Esq. (ii) Dentons' and Eidos submitted their Opposition and (iii) Stairway submitted the Reply Affirmation of Steven L. Klepper, Esq (NYSCEF Doc. No. 4, Ex. A at 2). On January 10, 2019, the Panel then issued a Second Order on Remand (the **Second Order**) fixing the total amount of legal fees and expenses incurred by Stairway as follows: $2,529,130.75 in fees and $134,192.75 in expenses, for a total of $2,663,323.50 (NYSCEF Doc. No. 1, ¶ 44; NYSCEF Doc. No. 4, Ex. A).

On January 15, 2019, the ICDR, at the Panel's request, asked the parties if any other matters would be presented to the Panel for decision (NYSCEF Doc. No. 4 at 1). Stairway informed the Panel on January 15, 2019 that there would be no further issues (*id.* at 1-2). Dentons and Eidos did not respond (*id.* at 2).

On February 12, 2019, the Panel issued the Final Award on Remand, incorporating the Second Order and fixing the amount of Stairway's attorneys' fees and costs, to be reimbursed equally by the parties (i.e., Dentons, Eidos and Ironshore), in the amount of $1,731,160.27 (NYSCEF Doc. No. 4). Specifically, the Final Award on Remand provides:

> For the reasons set forth in the Panel's Second Order on Remand, which is incorporated herein by reference, and in response to the remand order of the Supreme Court of the County of New York, the Panel clarifies the first sentence of its February 24, 2017 Award at page 43, ¶ 10, to state: 'Subject only to the Award of Costs in Section 9 above, pursuant to Section R-47(d) of the Commercial Arbitration Rules, the Panel directs that **$1,731,160.27, which is equal to** sixty-five percent (65%) of the attorneys' fees and expenses incurred directly in connection with the Arbitration, shall be reimbursed by Ironshore, Eidos and Dentons in equal one-third amounts.' In all other respects, the Award stands as written

(NYSCEF Doc. No. 4, ¶ 1 [emphasis in original]).

The Final Award on Remand further directed Dentons and Eidos to reimburse Stairway approximately $21,500 in costs incurred by Stairway in connection with the Remand Arbitration (NYSCEF Doc. No. 4, ¶ 2). Neither Dentons nor Eidos have reimbursed Stairway pursuant to the Final Award on Remand, nor have Dentons and Eidos paid Stairway their respective portions of Stairway's attorneys' fees and costs as required by the Final Award on Remand (NYSCEF

Doc. No. 1 at 3). Furthermore, neither Dentons nor Eidos have moved to vacate the Final Award on Remand and any such application would now be untimely (*id.*).

On January 17, 2020, Stairway filed its Petition to confirm the Final Award on Remand. The Respondents oppose, arguing that that the Petition is (i) untimely, (ii) should be dismissed because the Panel lacked jurisdiction and (iii) that, in any event, the fees awarded were unreasonable (NYSCEF Doc. No. 30).

DISCUSSION

I. Stairway's Petition is Timely Under New York Law

CPLR § 7510 states that, "[t]he court shall confirm an award upon application of a party made within one year after its delivery to him, unless the award is vacated or modified upon a ground specified in section 7511" (CPLR § 7510). In opposing the Petition, the Respondents argue that it is untimely because it was filed more than one year after the delivery of (i) the First Award in the Initial Arbitration or, in the alternative, of (ii) the Final Award on Remand. The arguments fail.

With respect to the former, the Respondents argue that the Petition is untimely because it was filed almost three years after the First Award in the Initial Arbitration was delivered. This argument is unavailing because the court (Ramos, J.) expressly remanded the First Award back to the Panel for further proceedings to fix the precise amount of attorneys' fees and the First Department affirmed the Supreme Court's decision. Inasmuch as the court did not order the remand on fees until after the First Award was confirmed, the

court's order was nonetheless expressly addressed in the First Department's affirmance, to wit:

> Appeals from orders, same court and Justice, entered May 24, 2018, August 2, 2018, ***August 27, 2018*** [***i.e., the Attorney's Fees Remand Order***], and August 24, 2018, ***to the extent not abandoned, unanimously dismissed,*** without costs, as subsumed in the appeals from the aforesaid judgments

(NYSCEF Doc. No. 9, *McKenna, Long & Aldridge LLP v Ironshore Specialty Ins.*, 176 AD3d 526 [1st Dept 2019]).

Accordingly, this court will not reexamine the appropriateness of the remand.

The Respondents also argue that Stairway's Petition is untimely because it was filed more than one year after the Panel delivered its award on remand. This argument is also unavailing. Although the Respondents seek to render this Petition untimely because it was filed on January 17, 2020 and the Second Order fixing the fees was issued on January 10, 2019, the award in the Remand Arbitration did not become "final" for purposes of CPLR § 7510 until the Final Award on Remand was issued in February of 2019 (NYSCEF Doc. No. 4).

Matter of Belli (Bender & Co.) is instructive here (24 AD2d 72 [1st Dept 1965]). *Matter of Belli* concerned a motion to confirm an arbitration award, and the respondents' sole basis for opposing confirmation was that the application was untimely under CPLR § 7510 (*id.* at 72). The initial award in that case was issued on October 29, 1963 but the award did not become final until December 10, 1963, when the arbitrators denied an application for modification (*id.*). The application to confirm was made on November 25, 1964 – i.e., "more than a year later than the date of the original award but less than a year after the arbitrators refused to modify the original

award" (*id.* at 72-73). The First Department upheld the award, explaining that, "we believe that for the purposed of the limitation of one year the award should date from the ***final determination*** of the arbitrators" (*id.* at 73 [emphasis added]). Here, although neither party appears to have sought any modification of the award after the Second Order was issued, the Panel's "***Final Award on Remand***" [emphases added] was indisputably issued in February of 2019 and, therefore, this Petition was timely commenced on January 17, 2020 (*see also Matter of Warner-Chappell Music, Inc. (Aberbach de Mexico, S.A.)*, 224 AD2d 301 [1st Dept 1996] ["irrational" to require "petitioner seek to confirm the arbitrators' decision before a final award has been rendered"]; *Polednak v Country-Wide Ins. Co.*, 153 AD2d 930 [2d Dept 1989] [limitations period commenced on date of delivery of arbitrator's final determination where, *inter alia*, arbitrator refused request to review award the week prior]).

Inasmuch as the Respondents rely on *Wendt v BondFactor Co., LLC*, in which the Appellate Division, Second Department, dismissed a petition to confirm an award as untimely, their reliance is misplaced (169 AD3d 808 [2d Dept 2019]). In *Wendt*, a former employee, together with another former employee, filed claims in arbitration against a former employer following termination (*id.*). An arbitration hearing was held in November 2014 and "[o]n February 10, 2015, the arbitrator issued a partial ***final*** arbitration award [] which among other things, dismissed all of the petitioner's claims" (*id.* at 809 [emphasis added]). Although the other employee's claim for attorneys' fees and costs remained pending before the arbitrator, the "award stated that it was ***final*** with respect to the matters addressed therein" (*id.* [emphasis added]). On May 13, 2015, the arbitrator issued his "final award, which dealt solely with the issue of the other employee's attorneys' fees and costs" (*id.*). The petitioner moved to vacate the

award on August 7, 2015 pursuant to CPLR § 7511 and the respondents moved to dismiss the petition as untimely pursuant to CPLR § 7511(a), which requires that an application to vacate or modify an arbitration award be made within ninety days after its delivery. The trial court denied the motion to dismiss the petition, and the Second Department reversed, explaining that the award was final with respect to the petitioner's claims in February of 2015 "since it dismissed all of his claims and ***indicated that it was final with respect to the matters addressed therein***" (*id.* at 810 [emphasis added]).

Putting aside the fact that *Wendt* addressed the applicable limitations period to modify or vacate awards under CPLR § 7511 and this is a proceeding to confirm and award under CPLR § 7510, the award in *Wendt* was unequivocally ***final*** with respect to the petitioner's claims when it was issued in February of 2015, i.e., well before the "final award" was issued with respect to the other remaining claims in the arbitration. Here, by contrast, the Final Award on Remand was not issued until February 2019 and regardless of whether it expressly incorporated the findings made in the Second Order, the time period to confirm the Final Award on Remand did not run until February of 2020. In other words, the Petition, which was filed on January 17, 2020, is timely.

II. Stairway's Failure to Object to the Final Award Did Not Forfeit the Right to Recover its Fees and Costs

The Respondents also argue that Stairway forfeited its right to recover attorneys' fees because it did not timely object to the Panel's First Award. This argument is also without merit. As an initial matter, and as discussed, the First Award did award Stairway fees, calculated as a percentage of the total legal fees and expenses. The only thing the First Award did not do, and

what the Panel did in the Remand Arbitration did do, was fix the actual dollar amount of the legal fees to which Stairway is entitled. This was simply not a basis to "object" to the First Award. In addition, and significantly, the Respondents already raised this exact argument to the court in the prior proceeding and this argument was rejected (Opp. to Attorneys' Fees Mtn., Index No. 651497/2017, Mtn. Seq. 003, NYSCEF Doc. No. 206 at 2 ["After the Panel issued its Award, Stairway did not move for the Panel to reopen that Award to fix the value of Stairway's fees or costs …"]). The matter having now been properly remanded, the court declines to vacate the Final Award on Remand on this basis.

To the extent that the Respondents take issue with the fact a more fulsome hearing on attorneys' fees was not conducted by the Panel, the Final Award on Remand and the Second Order make clear that, in addition to the sworn affirmations submitted in support of the attorneys' fees claimed, the balance of the submissions contained documentation in support of Stairway's legal costs were a sufficient basis from which to determine the appropriateness of legal fees for the Panel (NYSCEF Doc. No. 4). Having conducted 19 days of initial evidentiary hearings in the First Arbitration, the Panel was amply familiar with the myriad of issues that were raised in this arbitration. To wit, in making the Final Award on Remand, the Panel indicated that it had considered:

> all facts relevant to the litigation of the arbitration by Stairway (and the other parties), including the hotly-contested nature of virtually every issue raised, the number of counsel involved, the complexity of the issues and the lengthy hearing, and other matters, and concluded that a sixty-five percent award was both fair and reasonable

(*id.*, Ex. A).

III. The Panel Had Jurisdiction to Issue the Final Award on Remand

Relying on the *functus officio* rule, the Respondents also argue that the Panel lacked jurisdiction to fix Stairway's attorneys fees and costs because this constituted a modification of the Initial Award. As the Court of Appeals recently explained,

> *Functus officio*, Latin for "having performed [one's] office, has operated historically as a restriction on the authority of arbitrators, precluding them from taking additional action after issuing a final award. As this Court stated well over one hundred years ago,
>
> > [a]s soon as [the arbitrators] have made and delivered their award, they become *functus officio*, and their power is at an end. After having once fully exercised their judgment upon the facts submitted to them and reached a conclusion which they have incorporated into their award, they are not at liberty at another and subsequent time to exercise a fresh judgment on the case and alter their award (*Flannery v Sahagian*, 134 NY 85, 87-88 [1892]).
>
> In other words, under the common law rule, arbitrators relinquish all powers over the parties to the arbitration upon issuance of a final award and, therefore, are precluded from modifying or reconsidering that award.

(*American Intl. Specialty Lines Ins. Co. v Allied Cap. Corp.*, 2020 NY Slip Op 02529 [2020]).

The *functus officio* rule is narrowly applied today as it is was grounded on anti-arbitrational sentiment rejected long ago by both New York courts and by the United States Congress in the Federal Arbitration Act (*see American Intl*, 2020 NY Slip Op 02529 at *4). It has no application here where the Supreme Court expressly remanded this matter back to the Panel to fix the exact amount of legal fees. Although not binding on this court, but the Panel itself held as much when the Respondents raised this exact same argument before it, stating:

> In light of the fact that the Supreme Court remanded this matter to the Panel for the purpose of fixing the award of attorneys' fees against the Respondents, the Panel believes it is duly authorized and required to undertake the task for which the matter was remanded.

(NYSCEF Doc. No. 13 at 2).

Inasmuch as the Respondents rely on the Appellate Division, First Department, decision in *American Intl. Specialty Lines Ins. Co. v Allied Capital Corp.* in support of their jurisdictional argument (167 AD3d 142, 86 NYS3d 472 [1st Dept 2018]), that decision has recently been reversed by the Court of Appeals (2020 NY Slip Op 02529, *supra*).

I. Stairway's Attorneys' Fees and Costs Are Reasonable

Finally, the Respondents argue that Stairway's attorneys' fees and costs are unreasonable because the Panel reached its sixty-five percent figure before Stairway ever presented evidence concerning its fees and costs, and because the "top-down approach" taken by Stairway's counsel inflated its fees and that said fees were further inflated by the pursuit of costly and aggressive strategies.

As the Court of Appeals recently reaffirmed, "CPLR article 75 codifies a ***limited role*** for the judiciary in arbitration" (*American Intl.*, *supra,* 2020 NY Slip Op 02529 at *3 [emphasis added]). Notably, all of the Respondents arguments regarding the reasonableness of Stairway's fees were already made to Panel in the Remand Arbitration:

> Respondents assert that the fees and expenses submitted are "inflated" because of the number of timekeepers assigned to the matter, the number of partners assigned to the matter, and the pursuit of "the costliest and most aggressive strategy." In short, Respondents challenge the reasonableness of the fees and expenses

(NYSCEF Doc. No. 4, Ex. A at 3).

The Panel expressly rejected this argument, writing:

> To clarify, in making its determination to award Stairway sixty-five percent (65%) of its fees and expenses, the Panel considered all facts relevant to the litigation of the arbitration by Stairway (and the other parties), including the hotly-contested nature of virtually every issue raised, the number of counsel involved, the complexity of the issues and the lengthy hearing, and other matters, and concluded that a sixty-five percent award was both fair and reasonable.

(*id.*).

As this court is mindful of the limited role that the judiciary plays in arbitration, the court will not second guess the Panel's determination as to the reasonableness of the fees that were incurred in the First Arbitration (*see Matter of Kowaleski [New York State Dept. of Correctional Serv.]*, 16 NY3d 85, 90-91 [2010] [arbitration awards should be disturbed only in limited circumstances where award clearly violates strong public policy, is irrational or clearly exceeds a specifically enumerated limitation on the arbitrator's power].

Accordingly, it is

ORDERED that the verified petition is granted and the Final Award on Remand is confirmed; and it is further

ORDERED and ADJUDGED that the Clerk enter judgment in favor of the petitioner Stairway Legacy Assets, L.P. and against respondent McKenna, Long & Aldridge, LLP n/k/a Dentons US LLP in the amount of $740,207.69, together with interest from February 1, 2020 in the *per diem* amount of $144.93 and Stairway's cost in bringing this proceeding to confirm the Remand Award as calculated by the Clerk in the total amount of _____; and in favor of the petitioner and against entering the respondents Eidos Partners, LLC, Eidos III,

LLC, Eidos IV, LLC, Eidos Display, LLC, Eidos Advanced Display, LLC, Kamdes Holdings LLC, and Eidos, LLC, jointly and severally, in the amount of $740,207.69, together with interest from February 1, 2020 in the *per diem* amount of $144.93 and Stairway's cost in bringing this proceeding to confirm the Remand Award as calculated by the Clerk in the total amount of $\$$_____ .

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7/1/2020
DATE

ANDREW BORROK, J.S.C.

CHECK ONE:	X	CASE DISPOSED			NON-FINAL DISPOSITION		
	X	GRANTED		DENIED	GRANTED IN PART		OTHER
APPLICATION:		SETTLE ORDER			SUBMIT ORDER		
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN			FIDUCIARY APPOINTMENT		REFERENCE