SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART IAS MOTION 39EFM

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JOSEPH EZRA, JAMIL EZRA, KAMIL SHASHOUA, KAMIL SHASHOUA AND JAMIL EZRA, AS TRUSTEES OF THE KS 2005 GRAT AGREEMENT, JOSEPH S. EZRA AND JAMIL EZRA, AS TRUSTEES OF THE JSE 2005 GRAT AGREEMENT, JAMIL EZRA AND ARLETTE SHASHOUA AS TRUSTEES OF THE JE 2005 GRAT AGREEMEN,

Plaintiffs,

- v -

WILTON GROUP INC.,CUPCAKE HOLDINGS, LLC,WILTON HOLDINGS INC.,WILTON BRANDS INC.,WILTON PROPERTIES INC.,E K SUCCESS LTD., DIMENSIONS CRAFTS LLC,WILTON INDUSTRIES, INC.,E K DESIGNS, LLC,K & COMPANY LLC,WILTON INDUSTRIES CANADA COMPANY, WILTON GLOBAL SOURCING LLC,XZY CORPS. 1-10, THOSE COMPANIES WHOSE NAMES ARE PRESENTLY UNKNOWN TO PLAINTIFFS AND BEING THE ENTITIES THAT ACQUIRED AN OWNERSHIP INTEREST IN, OR ASSETS OF, E K SUCCESS LTD.

Defendants.

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INDEX NO. 655277/2017

MOTION DATE N/A

MOTION SEQ. NO. 002

DECISION + ORDER ON MOTION

HON. SALIANN SCARPULLA:

The following e-filed documents, listed by NYSCEF document number (Motion 002) 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 76, 78, 81

were read on this motion to/for AMEND CAPTION/PLEADINGS.

Upon the foregoing documents, it is

In this action to recover damages for alleged fraudulent conveyances, plaintiffs Joseph Ezra, Jamil Ezra, Kamil Shashoua, Kamil Shashoua and Jamil Ezra, As Trustees Of The KS 2005 GRAT Agreement, Joseph S. Ezra And Jamil Ezra, As Trustees Of The JSE 2005 GRAT Agreement, Jamil Ezra and Arlette Shashoua As Trustees Of The JE 2005 GRAT Agreement (together "plaintiffs") move pursuant to CPLR 3025(b) and (c)

to amend the complaint dated August 9, 2017 ("Original Complaint"). Defendants Wilton Group Inc., Cupcake Holdings, LLC, Wilton Holdings Inc., Wilton Brands Inc., Wilton Properties Inc., E K Success Ltd., Dimensions Crafts LLC, Wilton Industries, Inc., E K Designs, LLC, K & Company LLC, Wilton Industries Canada Company, and Wilton Global Sourcing LLC (together "defendants") oppose the motion.

Background

On or about February 17, 2006, plaintiffs and non-party UCG Paper Crafts Group, Inc. ("UCG") entered into an agreement to purchase plaintiffs' company, defendant EK Success Ltd. ("EK Success"). Pursuant to the terms of the agreement, UCG paid $120 million upon closing and executed six promissory notes in favor of plaintiffs totaling $15 million in principal, with interest compounding annually ("Notes"). The Notes were due in full on February 17, 2014.

UCG defaulted on the Notes and plaintiffs commenced an action against UCG in New York Supreme Court, captioned *Ezra et al. v. UCG Paper Crafts Group, Inc.*, Index No. 162355/2014. In that action, the Court entered a judgment against UCG in favor of plaintiffs on each of the Notes for a total of $25,654,907.05 ("Underlying Judgment"). UCG has failed to pay the Underlying Judgment and the parties began post-judgment discovery.

On August 9, 2017, plaintiffs commenced this action asserting causes of action for fraudulent conveyance under New York Debtor and Creditor Law ("DCL"), as well as claims to pierce the corporate veil and hold defendants liable pursuant to the doctrine of

successor liability. Plaintiffs claim that defendants engaged in a series of transactions and restructuring tactics to prevent plaintiffs from collecting on the Notes from UCG. Defendants moved to dismiss the complaint and, in a decision dated October 2, 2018 ("2018 Decision") I upheld the DCL claims but dismissed the successor liability and veil-piercing claims.

Plaintiffs now move to amend the complaint to add and clarify certain factual allegations and to supplement the allegations regarding the previously dismissed claims. They argue that because UCG had obstructed plaintiffs' post-judgment discovery efforts, at the time of filing the Original Complaint, plaintiffs did not have information regarding defendants' internal operations, transfers and structural changes. According to plaintiffs, this lack of information prevented them from making fulsome allegations concerning the successor liability and veil-piercing causes of action. Now that the parties have engaged in extensive discovery, plaintiffs maintain that they have the information necessary to prevail on these two causes of action.

Plaintiffs allege that after UCG acquired EK Success in 2006, UCG transferred EK Success' assets into defendants for no consideration and engaged in other fraudulent conveyances to render itself judgment-proof. Plaintiffs maintain that defendants are UCG's subsidiaries and that UCG is unable to repay the Notes because of UCG's and defendants' conduct.

Plaintiffs claim that defendants are essentially "one entity" that purposefully transfer funds among each other for no consideration and comingle cash. Moreover,

plaintiffs allege that defendants engaged in a pattern of pushing EK Success down the corporate chain to prevent EK Success from having to pay on the Notes. Plaintiffs further argue that, in 2014, UCG and defendants engaged in a series of asset "write downs" made to give the appearance that UCG had no assets, that certain defendants directly under UCG had no assets, and thus, that UCG's interest in its subsidiaries (*i.e.*, defendants) was worthless.

Plaintiffs argue that the motion to amend the complaint should be granted and the previously dismissed claims should be reinstated because plaintiffs did not have access to certain facts prior to discovery. Plaintiffs argue that the allegations in the proposed amended complaint ("PAC") do not prejudice defendants because all of the information that forms the basis of the allegations in the PAC were in defendants' possession. Plaintiffs also maintain that the new claims are not palpably improper.

Discussion

Under CPLR § 3025(b) leave to amend or supplement the pleadings "shall be freely given upon such terms as may be just including the granting of costs and continuances." A plaintiff seeking to amend the complaint must "simply show that the proffered amendment is not palpably insufficient or clearly devoid of merit." *MBIA Ins. Corp. v. Greystone & Co., Inc.*, 74 A.D.3d 499, 500 (1st Dept. 2010); *see also Giunta's Meat Farms, Inc. v. Pina Construction Corp.*, 80 A.D.3d 558, 559 (2d Dept. 2011) ("a court should not examine the merits or legal sufficiency of the proposed amendment unless it is palpably insufficient or patently devoid of merit on its face").

Successor Liability

In the Original Complaint, plaintiffs alleged that defendants are liable for the obligations of UCG under the theory of successor liability, because UCG is a "mere continuation of UCG's business operations" and that UCG had transferred its assets to one or more defendants as part of a scheme to evade UCG's creditors. In my 2018 Decision, I noted that generally, corporations that acquire the assets of another are not liable for the torts of its predecessor, unless certain exceptions are met. I found that plaintiffs' allegations in the Original Complaint failed to establish that any of these exceptions were met. Specifically, I determined that plaintiffs failed to allege a successor liability claim based on the "mere continuation" exception because essential to that exception is the allegation that the predecessor corporation is extinguished. Because the Original Complaint failed to allege that UCG was dissolved or extinguished, I found that plaintiffs failed to state a claim based on mere continuation. I also dismissed the cause of action based on the "de facto merger" exception, finding that "[t]he complaint only alleges that UCG is now known as a different entity, which is insufficient to support a finding that UCG's ownership or management continues through [defendants]" (NYSCEF Doc. No. 22 at 11).

Now, plaintiffs move to amend the complaint to add allegations to support the successor liability cause of action. Plaintiffs allege that new facts learned during discovery allow plaintiffs to adequately plead a successor liability claim under three separate exceptions.

"It is the general rule that a corporation which acquires the assets of another is not liable for the torts of its predecessor." *Schumacher v. Richards Shear Co.,* 59 N.Y.2d 239, 244 (1983). However, there are four exceptions to this rule and "[a] corporation may be held liable for the torts of its predecessor if (1) it expressly or impliedly assumed the predecessor's tort liability, (2) there was a consolidation or merger of seller and purchaser, (3) the purchasing corporation was a mere continuation of the selling corporation, or (4) the transaction is entered into fraudulently to escape such obligations." *Id.* at 245. Plaintiffs ground their successor liability claim in the first, second, and fourth exceptions.

Exception # 1: Defendants Expressly or Impliedly Assumed UCG's Liabilities

In its PAC, plaintiffs allege that "Sub Holdings, Inc., Sub Holdings LLC, and Brands are successors to UCG, assumed liability for the Notes and, as a result, are liable under the Notes" (NYSCEF Doc. No. 41 at ¶ 104). In its memorandum of law in support of its motion, plaintiffs claim that Sub Holdings, Inc., Sub Holdings LLC, and Brands acquired UCG's assets and assumed liability for the Notes and acknowledged this in three separate bank agreements and UCG's audited financial statements. In opposition, defendants maintain that these bank agreements are not evidence of an assumption of liability. Defendants further maintain that "Plaintiffs do not (and cannot point) point to any board minutes, intercompany agreements or other corporate documents reflecting an assumption by a Wilton entity of any UCG liability to anyone" (NYSCEF Doc. No. 56 at 18).

"[A] corporation may be held liable where it expressly or impliedly agreed to assume its predecessor's liabilities. While no precise rule governs the finding of implied liability, the authorities suggest that the conduct or representations relied upon by the party asserting liability must indicate an intention on the part of the buyer to pay the debts of the seller." *MBIA Ins. Corp. v. Countrywide Home Loans, Inc.,* 40 Misc. 3d 643, 675 (Sup. Ct. 2013) (internal citations and quotations omitted).

The PAC simply alleges that Sub Holdings, Inc., Sub Holdings LLC, and Brands are successors to UCG and assumed liability for the Notes and as a result, are liable under those Notes, without any factual allegations regarding an agreement to assume liabilities or factual allegations concerning the intentions of the parties to pay debts. Plaintiffs' conclusory allegations are palpably insufficient and cannot be the basis for a cause of action for successor liability under this exception. There is no new information offered in the PAC that would remedy the deficiencies in the Original Complaint regarding this particular exception. Therefore, I deny the motion to amend the complaint with respect to the successor liability cause of action under the express or implied liabilities exception.

Exception # 2: A Consolidation or Merger of Seller and Purchaser[1]

In the PAC, plaintiffs allege:

> 105. Sub Holdings, Inc., Sub Holdings LLC, and Brands have a continuity of ownership with UCG; UCG has ceased operations and is a shell; Sub Holdings Inc., Sub Holdings LLC, and Brands have assumed only essential

[1] This exception is synonymous with the *de facto merger* doctrine and is used interchangeably herein. *See MBIA Ins. Corp. v. Countrywide Home Loans, Inc.,* 40 Misc. 3d 643, 649 [Sup. Ct. 2013].

liabilities; and Sub Holdings Inc., Sub Holdings LLC, and Brands are a continuation of UCG's business.

106. As set forth above, the transfers of UCG's assets were performed for inadequate consideration; Sub Holdings Inc., Sub Holdings LLC, Brands and UCG, as direct parents and subsidiaries and successors, have close relationships; Sub Holdings Inc., Sub Holdings LLC, and Brands have retained and are using the property of UCG; the transfers have left UCG a shell; the transfers have left Sub Holdings Inc., Sub Holdings LLC, and Brands with UCG's assets and business; the transfers were outside UCG's ordinary business; and the transfers have left UCG unable to pay this claim.

107. As a result, Sub Holdings Inc., Sub Holdings LLC, and Brands are liable as successors to UCG under the Notes and the Judgment as the result of a de facto merger with UCG.

NYSCEF Doc. No. 41

In its memorandum of law, plaintiffs claim that the PAC states a claim for successor liability under the *de facto merger* doctrine because it alleges that these defendants "acquired all of UCG's assets, claimed each other's assets as their own on their financial reports, had a continuity of management, financial and legal teams, and ownership, and rendered UCG a shell with no ability to pay its debts" (NYSCEF Doc. No. 52 at 22).

In opposition, defendants maintain that a *de facto merger* did not occur here because plaintiffs failed to allege: (1) that there was a transfer of ownership and that (2) there was continuity of ownership. First, defendants argue that plaintiffs failed to show transfer of ownership because, "There is no allegation that there was a transfer of UCG's business to a Wilton entity; that any of UCG's business functions are now being performed by a Wilton entity; or that any UCG management or employees are now

working at a Wilton entity" (Defendant's Memo of Law in Opposition, NYSCEF Doc. No. 56 at 19). Second, defendants claim that plaintiffs have not pled a continuity of ownership because "[p]laintiffs cannot allege that UCG maintained any meaningful control over the Wilton entities after 2009." *Id.*

"The de facto merger doctrine creates an exception to the general principle that an acquiring corporation does not become responsible thereby for the pre-existing liabilities of the acquired corporation. This doctrine is applied when the acquiring corporation has not purchased another corporation merely for the purpose of holding it as a subsidiary, but rather has effectively merged with the acquired corporation. The hallmarks of a de facto merger include: continuity of ownership; cessation of ordinary business and dissolution of the acquired corporation as soon as possible; assumption by the successor of the liabilities ordinarily necessary for the uninterrupted continuation of the business of the acquired corporation; and, continuity of management, personnel, physical location, assets and general business operation. Not all of these elements are necessary to find a de facto merger." *Fitzgerald v. Fahnestock & Co.,* 286 A.D.2d 573, 574–75 (1st Dept. 2001) (internal citation omitted).

Here, the PAC provides sufficient new allegations regarding the successor liability cause of action based on *de facto merger*. The PAC alleges that Sub Holdings, Inc., Sub Holdings LLC, and Brands have a continuity of ownership with UCG and that UCG ceased its operations. It also provides that Sub Holdings, Inc., Sub Holdings LLC, and Brands have assumed necessary liabilities of UCG and that these entities have retained

and are using the property of UCG. For the purposes of this motion to amend, plaintiffs have submitted sufficient new allegations regarding the successor liability cause of action under the *de facto merger* doctrine.

Exception # 4: The Transaction is Entered into Fraudulently to Escape Obligations

In its PAC, plaintiffs allege, "Sub Holdings Inc., Sub Holdings LLC, and Brands are liable as successors to UCG under the Notes and Underlying Judgment under the intent to defraud creditors doctrine" (NYSCEF Doc. No. 41 at ¶ 108). In its memorandum of law, plaintiffs argue that they successfully plead a cause of action for successor liability under this doctrine because the transfers of UCG's assets to and among Sub Holdings Inc., Sub Holdings LLC, and Brands were undertaken to defraud plaintiffs. They further argue that because I previously upheld all of plaintiffs' fraudulent conveyance claims pursuant to the Debtor Creditor Law, including for conveyances made with actual intent to defraud plaintiffs, plaintiffs have successfully plead a successor liability cause of action under the fraud exception. In opposition, defendants argue that the allegations regarding successor liability under the intent to defraud doctrine are meritless because this claim would be duplicative of the existing fraudulent conveyance claims brought under the DCL.

"When a party has shown that a fraudulent transfer has taken place in order to defraud creditors, the fraud exception to successor liability may apply." *Staudinger+Franke GMBH v. Casey*, 2015 WL 3561409, at *14 (S.D.N.Y. June 8, 2015). Because I previously upheld the fraudulent conveyance claims under the DCL, I find that the allegations in the PAC are sufficiently plead with respect to the fraud exception.

Piercing the Corporate Veil

In the Original Complaint, plaintiffs alleged that they are "entitled to pierce the corporate veil and the intricate structure of UCG and its subsidiaries and/or affiliates because UCG exercised and continues to exercise complete domination and control over its subsidiaries and its corporate structure was and continues to be utilized to perpetrate a fraud upon Plaintiffs" (NYSCEF Doc. No. 1 at ¶ 71). In my 2018 Decision, I dismissed the cause of action for piercing the corporate veil, finding that plaintiffs' bare allegation that UCG controlled defendants was insufficient to withstand dismissal because the Original Complaint did not adequately plead that UCG exercised a sufficient degree of control over defendants to proceed with piercing the corporate veil.

Now, plaintiffs allege in its PAC that they are entitled to pierce the corporate veil of defendants because:

> UCG had, and has, inadequate capitalization; Defendants used each other's funds and assets for their own purposes and were not treated as independent profit centers; Defendants had, and have, an overlap in ownership, officers, directors, personnel, common office spaces, addresses and telephone numbers; Defendants do not each have their own business discretion and are controlled by a common set of owners and management; Defendants did not deal with each other at arm's length; Defendants paid and guaranteed the debts of each other; and Defendants used each other's property as if it were their own

NYSCEF Doc. No. 41 at ¶ 111

Plaintiffs argue that the above-mentioned factors constitute sufficient allegations for a cause of action for piercing the corporate veil.

In opposition, defendants first argue that, because most of the defendants are Delaware entities[2], New York's choice of law dictates that the law of the state of incorporation determines when the corporate form will be disregarded. Defendants argue that the difference between New York and Delaware law is important here because plaintiffs allege a *reverse* veil-piercing claim as opposed to a traditional veil-piercing claim and Delaware and Illinois do not recognize such claims.

Defendants argue that the claim is rooted in reverse veil-piercing because plaintiffs, as *third parties*, seek to impose the obligations of the shareholder (UCG) on its former corporate subsidiaries as opposed to traditional veil-piercing, wherein a plaintiff would seek to hold a company liable for the debts of its shareholder. Because UCG and Wilton Brands are Delaware corporations, defendants claim that reverse veil-piercing is inapplicable, and because plaintiffs would need to "pierce through" several Delaware defendants to reach either the one New York-incorporated defendant (EK Success) or the one Novia-Scotia incorporated defendant (Wilton Industries Canada Company), plaintiffs cannot maintain reverse veil-piercing claims against those defendants either.

I agree with defendants that the allegations in the PAC support a claim for reverse veil-piercing as opposed to traditional veil-piercing because plaintiffs, as third parties, seek to hold the corporate subsidiaries liable for the debts of its former shareholder in

[2] All of the defendants are Delaware entities with the exception of EK Success, which is a New York entity, Wilton Industries Canada Company which is an entity of Nova Scotia, and Wilton Global Sourcing LLC which is an entity of Illinois.

order to collect on a debt owed to plaintiffs as third parties. Further, I apply Delaware law with respect to the veil piercing claim.

Defendants claim that Delaware courts do not recognize reverse veil-piercing claims, but a more accurate statement is that the Delaware Supreme Court has not yet definitively addressed whether reverse veil-piercing claims are permitted. Recently, the United States Court of Appeals for the Fourth Circuit opined that Delaware would recognize reverse veil piercing. *Sky Cable, LLC v. DIRECTV, Inc.,* 886 F.3d 375 (4th Cir. 2018). In that case, the Court reasoned, "[n]otably, in Delaware, disregarding the corporate fiction '*can always be done* if necessary to prevent fraud or chicanery,' a principle that would support both traditional and reverse veil piercing." *Id.* at 387 (internal citation omitted) (emphasis in original). Additionally, in *Cancan Dev., LLC v. Manno,* the Court of Chancery of Delaware held that a reverse veil-piercing claim "might have prevailed" if pled properly. The Court reasoned, "[n]o one grappled with the different implications [between traditional and reverse veil-piercing]. Had the claim been properly presented and supported, it might have prevailed. Under the circumstances, it fails for lack of support." 2015 WL 3400789, at *22 (Del. Ch. May 27, 2015), *aff'd*, 132 A.3d 750 (Del. 2016).

Additionally, in *Klauder v. Echo/RT Holdings, LLC*, the Supreme Court of Delaware stated, "where the subsidiary is a mere alter ego of the parent to the extent that the Court may engage in 'reverse veil-piercing,' the Court may treat the assets of the subsidiary as

those of the parent for the purposes of a trustee's standing to void allegedly fraudulent transfers of such assets." *Klauder v. Echo/RT Holdings, LLC,* 152 A.3d 581 (Del. 2016).[3]

On this motion to amend the complaint I need not decide whether Delaware law would ever permit a claim for reverse veil piercing. That issue may properly be raised later, on summary judgment or at trial. Here, I address only whether a reverse veil piercing claim has adequately been pled.

The PAC alleges that defendants disregarded the corporate form and are alter egos of one another and UCG. To support these allegations, plaintiffs claim, among other things, that "defendants used each other's funds and assets for their own purposes…[d]efendants had, and have, an overlap in ownership, officers, directors, personnel, common office spaces, addresses and telephone numbers" and that defendants "are controlled by a common set of owners and management." NYSCEF Doc. No. 41 at ¶ 111. These additional allegations in the PAC are sufficient to state a cause of action for reverse veil-piercing. I therefore grant the motion to amend the complaint to assert a veil piercing claim.

Request to Add the Executrix of Kamil Shashoua's Estate as a Party

In its PAC, plaintiffs seek to substitute Arlette Shashoua, the executrix of deceased plaintiff Kamil Shashoua's estate, as a plaintiff to the action. Defendants oppose the request, arguing that the request should be denied because Kamil Shashoua was not a proper party in the first place. Defendants note that Kamil Shashoua had died before the

[3] *But see In re Glick*, 568 B.R. 634, 661 (Bankr. N.D. Ill. 2017) ("Delaware law does not recognize reverse veil piercing").

filing of the Original Complaint and therefore, he never had the capacity to sue. Accordingly, all of the surviving counts in the 2018 Decision and any further surviving counts are now time-barred as to Kamil Shashoua's estate. In reply, plaintiffs argue that, if Kamil Shashoua's claims are dismissed, it could only be for a lack of capacity to sue, and under CPLR 205 (a) Kamil Shashoua's estate would be granted six months to bring a new action on the dismissed causes of action "regardless of how long the prior action had been pending" (NYSCEF Doc. No. 76 at 12, citing *Sokoloff v. Schor*, 176 A.D.3d 120, 127 [1st Dept. 2019]).

"CPLR 1021 provides, in pertinent part, that '[i]f the event requiring substitution occurs before final judgment and substitution is not made within a reasonable time, the action may be dismissed as to the party for whom substitution should have been made.... The determination of reasonableness requires consideration of several factors, including the diligence of the party seeking substitution, the prejudice to the other parties, and whether the party to be substituted has shown that the action or the defense has potential merit.'" *Mingo v. Nobandegani*, 174 A.D.3d 888, 890 (2d Dept. 2019). Here, I find that there is no prejudice in allowing the substitution. Defendants have always been on notice that Kamil Shashoua was named as a plaintiff. Defendants could have raised the issue of standing with respect to Kamil Shashoua in their previous motion to dismiss, but they did not. Finally, I have held that the causes of action asserted in the PAC are potentially meritorious. I therefore grant the request to substitute Arlette Shashoua, the executrix of deceased plaintiff Kamil Shashoua's estate, as a plaintiff herein.

Request to Add Wilton Sub Holdings, LLC as Defendant

Finally, plaintiffs seek to add Wilton Sub Holdings, LLC as an additional defendant. Defendants oppose the request, arguing that plaintiffs' papers are void of any explanation as to why this defendant could be the subject of an alter ego or successor liability claim. However, the PAC asserts several allegations regarding Wilton Sub Holdings LLC and its potential role in both the successor liability and reverse veil-piercing causes of action (NYSCEF Doc. No. 41 ¶¶ 104-112). Moreover, the remaining defendants will not be prejudiced by the addition of Wilton Sub Holdings LLC as an additional defendant. I therefore grant that part of the motion in which plaintiffs seek to add this additional defendant.

Fraudulent Conveyance Amendments

In its memorandum of law in opposition, defendants argue that any new allegations made in the PAC regarding the fraudulent conveyance causes of action under the DCL are unnecessary. However, in support of its argument, defendants simply point to assertions made by plaintiffs in their memorandum of law, and not to the PAC itself. The PAC does not contain any substantial new allegations regarding the fraudulent conveyance claims (*Compare* Original Complaint, NYSCEF Doc. No. 1 at ¶¶ 43-65 *with* PAC, NYSCEF Doc. No. 41 at ¶¶ 80-102). To the extent that there are new allegations within the PAC regarding the facts and procedural background in this action (PAC at ¶¶22-79), I find those new allegations permissible.

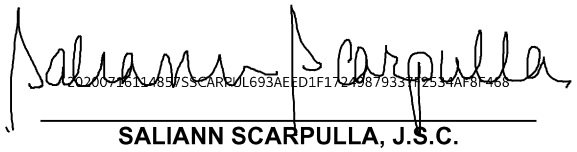
In accordance with the foregoing, it is

ORDERED that plaintiffs' motion to amend the complaint is granted in part and denied in part as set forth above; and it is further

ORDERED that, within twenty (20) days from entry of this order, plaintiffs shall serve an amended complaint which conforms with this decision and order; and it is further

ORDERED that defendants shall answer the amended complaint or otherwise respond thereto within thirty (30) days from the date of service.

This constitutes the decision and order of the Court.



7/16/2020
DATE

SALIANN SCARPULLA, J.S.C.

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