SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. FRANCIS KAHN, III** **PART** **32**

Justice

----------X

INDEX NO. 850217/2016

MOTION DATE

MOTION SEQ. NO. 003

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A., AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC.,MORTGAGE ASSET-BACKED PASS-THROUGH,

Plaintiff,

- v -

KATHLEEN MUNN, AS EXECUTRIX AND HEIR AND DISTRIBUTEE OF THE ESTATE OF EDWARD F. FORDHAM; EDWARD FORDHAM JR., AS HEIR AND DISTRIBUTEE OF THE ESTATE OF EDWARD F. FORDHAM; DARYL FORDHAM, AS HEIR AND DISTRIBUTEE OF THE ESTATE OF EDWARD F. FORDHAM; STANLEY GRAYSON, AS EXECUTOR OF THE ESTATE OF EDWARD F. FORDHAM; THE UNKNOWN HEIRS AND DISTRIBUTEES OF THE ESTATE OF EDWARD F. FORDMAN; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA – INTERNAL REVENUE SERVICE; NEW YORK CITY PARKING VIOLATIONS BUREAU; NEW YORK CITY ENVIRONMENTAL CONTROL BOARD; NEW YORK SUPREME COURT; CRIMINAL COURT OF THE CITY OF NEW YORK; NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT; SEVEN STAR FUEL CORP. JOHN DOE # 1" through "JOHN DOE #12," the last Twelve names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in, or lien upon the Subject Property, described in the complaint;

Defendant.

----------X

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 003) 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 139, 141, 142, 143, 146, 147, 148, 149, 150, 151, 152, 153, 162, 163, 164, 165, 166, 167, 168, 169, 170

were read on this motion to/for JUDGMENT - SUMMARY.

Upon the foregoing documents, the motion and cross-motion are determined as follows:

Plaintiff, The Bank Of New York Mellon Trust Company, National Association fka The Bank

Of New York Trust Company, N.A., as Successor to JPMorgan Chase Bank, N.A., as Premises: Trustee for Residential Asset Mortgage 33 West 126th Street Products, Inc., Mortgage Asset-Backed Pass- New York, Ny 10027 through Certificates, Series 2006-RS1 ("BONY"), commenced this action to foreclose on a mortgage encumbering real property located at 33 West 126th Street, New York, New York. The mortgage secures a loan given by non-party, First National Bank of Arizona, to Edward F. Fordham, who died before this action was commenced, and evidenced by a note of the same date as the mortgage.

Upon Decedent/Mortgagor's death, it appears Defendants Kathleen Munn ("Munn") and Stanley Grayson ("Grayson") were appointed co-fiduciaries of Decedent's estate, but no decree or certificate of letters has been proffered by any party. Defendant Stanley Grayson, via counsel, served an answer, dated February 28, 2017, solely in his capacity as "Executor of the Estate of Edward F. Fordham" but pleaded no affirmative defenses. Defendant Munn apparently served a *pro se* answer, dated February 17, 2017, individually and as executrix and beneficiary of the Estate of Edward F. Fordham and plead simply "General Denial". All the other Defendants either filed notices of appearance or defaulted.

Now, Plaintiff moves for *inter alia* summary judgment against Munn and Grayson, for a default judgment against the non-appearing parties, appointing a referee to compute and to amend the caption. Defendant Munn opposes Plaintiff's motion and cross-moves pursuant CPLR §§3023[b] and 3212 for leave to amend her answer to assert, *inter alia*, nine affirmative defenses as well as for summary judgment dismissing Plaintiff's complaint based mainly upon the proposed affirmative defenses.

As the proposed affirmative defenses directly impact what Plaintiff must proffer as a *prima facie* case for summary judgment (*see generally Wells Fargo Bank, N.A. v Tricario*, 180 AD3d 848 [2nd Dept 2020]; *U.S. Bank, NA v Nathan*, 173 AD3d 1112 [2d Dept 2019]; *HSBC Bank USA, N.A. v Bermudez*, 175 AD3d 667, 669 [2d Dept 2019]), the Court will address that branch of the cross-motion first. Leave to amend a pleading under CPLR §3025[b] is to be freely given "absent prejudice or surprise resulting directly from the delay" (*see e.g. O'Halloran v Metropolitan Transp. Auth.*, 154 AD3d 83 [1st Dept 2017]; *Anoun v City of New York*, 85 AD3d 694 [1st Dept 2011]; *see also Fahey v County of Ontario*, 44 NY2d 934, 935 [1978]). All that need be shown is that "the proffered amendment is not palpably insufficient or clearly devoid of merit" (*MBIA Ins. Corp. v Greystone & Co., Inc.*, 74 AD3d 499 [1st Dept 2010]). To justify denial of such a motion, the opposing party "must overcome a heavy presumption of validity in favor of [allowing amendment]" (*McGhee v Odell*, 96 AD3d 449, 450 [1st Dept 2012]).

In the proposed amended answer, Defendant Munn seeks to assert nine affirmative defenses as follows: [1] Failure to state a cause of action, [2] expiration of the statute of limitations, [3] violation of the statute of frauds, [4] lack of standing, [5] violation of Banking Law 6-l, [6] failure to comply with RPAPL §1304, [7] failure to serve pre-foreclosure notices required by contract, [8] improper assignment of the note and mortgage and [9] commencement of an action against a deceased party.

The first proposed affirmative defense is unnecessary since dismissal cannot be effectuated without a motion pursuant to CPLR 3211[a][7] (*see eg Riland v Frederick S. Todman & Co.*, 56 AD2d 350 [1st Dept 1977]). Although, a motion to dismiss this type of defense does not lie as it harmless "surplusage" (*see San-Dar Assoc. v Fried,* 151 AD3d 545 [1st Dept 2017]), here as a proposed affirmative defense, its description as surplusage renders it entirely without merit.

The second proposed affirmative defense of expiration of the statute of limitations claims all or part of Plaintiff's claim is time barred. An action to foreclose on a mortgage is governed by a six-year statute of limitations (CPLR §214[6]; *Citimortgage, Inc. v Dalal*, 187 AD3d 567 [2d Dept 2020]). "With respect to a mortgage payable in installments, separate causes of action accrue for each installment that is not paid, and the statute of limitations begins to run on the date each installment becomes due" (*U.S. Bank Trust, N.A. v Aorta*, 167 AD3d 807, 808 [2d Dept 2018]). On the other hand, "even if a mortgage is payable in installments, once a mortgage debt is accelerated, the entire amount is due and the Statute of Limitations begins to run on the entire debt" (*EMC Mtge. Corp. v Patella*, 279 AD2d 604, 605 [2d Dept 2001]).

Here, Plaintiff alleges in the complaint that the Decedent defaulted in repayment beginning with the installment payment due January 1, 2010, which continued through November 4, 2016. The within action was commenced November 10, 2016, which is more than six-years after the first installment payment default. Nevertheless, Decedent's alleged default in 2010 does not *ipso facto* demonstrate the mortgage note was accelerated causing the statute of limitations to accrue on the entire debt. Acceleration occurs through "an unequivocal acceleration notice transmitted to the borrower" as well as commencement of a commencement of a foreclosure action (*Freedom Mortgage Corp. v Engel*, 37 NY3d 1, 25 [2021]). The earliest acceleration date discernable from the moving papers is the commencement of the action. The default notice proffered by Plaintiff, dated June 14, 2016, is not unequivocal as it states that failure to bring the account current "may result in our election to exercise our right to foreclose" (*see JPMorgan Chase Bank, N.A. v Garcete*, ____AD3d____, 2022 NY Slip Op 02119 [2d Dept 2022]). Thus, a claim the entire mortgage debt is extinguished is doubtful on this record. On the other hand, if no acceleration occurred before the action was commenced it is possible that any installment payments due more than six years prior to the commencement of this action is time-barred (*see U.S. Bank N.A. v Singer*, 192 AD3d 1182 [2d Dept 2021]) and this defense is not insufficient on its face.

The third proposed affirmative defense of the statute of frauds is entirely conclusory and Defendant offered no argument to support the sufficiency of same in the motion. As such, this affirmative defenses is nothing more than an unsubstantiated legal conclusion which is insufficiently pled as a matter of law (*see Board of Mgrs. of Ruppert Yorkville Towers Condominium v Hayden*, 169 AD3d 569 [1st Dept 2019]; *see also Bosco Credit V Trust Series 2012-1 v. Johnson*, 177 AD3d 561 [1st Dept 2020]; *170 W. Vil. Assoc. v. G & E Realty, Inc.*, 56 AD3d 372 [1st Dept 2008]; *see also Becher v Feller*, 64 AD3d 672 [2d Dept 2009]; *Cohen Fashion Opt., Inc. v V & M Opt., Inc.*, 51 AD3d 619 [2d Dept 2008]).

The fourth and eighth proposed affirmative defenses both relate to Plaintiff's standing to commence this action. Standing in a foreclosure action is established in one of three ways: [1] direct privity between mortgagor and mortgagee, [2] holder status via physical possession of the note prior to commencement of the action which contains an indorsement in blank or bears a special indorsement payable to the order of the plaintiff either on its face or by allonge, and [3] assignment of the note to Plaintiff prior to commencement of the action (*see eg Wells Fargo Bank, N.A. v Tricario*, 180 AD3d 848 [2d Dept 2020]; *Wells Fargo Bank, NA v Ostiguy*, 127 AD3d 1375 [3d Dept 2015]). As to the latter two circumstances, the note is the dispositive instrument (*Aurora Loan Servs., LLC v Taylor*, 25 NY3d 355, 361-362 [2015]).

Here, there is no dispute that Plaintiff is not the originator of the loan and no proof of transfer of the note by written assignment was contained in any of the motion papers. Plaintiff annexed a written

assignment of the mortgage from MERS as nominee for the original lender to Plaintiff, but "while assignment of a promissory note also effectuates assignment of the mortgage, the converse is not true: since a mortgage is merely security for a debt, it cannot exist independently of the debt, and thus, a transfer or assignment of only the mortgage without the debt is a nullity and no interest is acquired by it" (*see U.S. Bank N.A. v Dellarmo,* 94 AD3d 746, 748 [2d Dept 2012][internal citations omitted]). On this issue, therefore, there is proof of the written assignment of the mortgage only which is a nullity (*see eg US Bank, NA v Collymore*, 68 AD3d 752, 754 [2d Dept 2009]).

To the extent Plaintiff relies on the second category of standing, "[h]older status is established where the plaintiff possesses a note that, on its face or by allonge, contains an indorsement in blank or bears a special indorsement payable to the order of the plaintiff" (*Wells Fargo Bank, NA v Ostiguy*, 127 AD3d 1375, 1376 [2d Dept 2015] [citations omitted]). The indorsement must be made either on the face of the note or on an allonge "so firmly affixed thereto as to become a part thereof" (UCC §3-202[2]). In a mortgage foreclosure action, "[t]he attachment of a properly endorsed note to the complaint may be sufficient to establish, prima facie, that the plaintiff is the holder of the note at the time of commencement" (*Deutsche Bank Natl. Trust Co. v Webster,* 142 AD3d 636, 638 [2d Dept 2016]; *cf. JPMorgan Chase Bank, N.A. v Grennan*, 175 AD3d 1513 [2d Dept 2019]).

In the present case, Plaintiff annexed the note and mortgage to the complaint. However, the indorsements do not appear to be on the face of the note but are contained on allonges which seem to be separate pages. Neither in support of the motion nor in opposition to the cross-motion did Plaintiff proffer proof that the allonges were firmly affixed to the note (*see Nationstar Mtge. LLC v Calomarde*, 201 AD3d 940 [2d Dept 2022]; *cf. Bank of N.Y. Mellon v Knowles*, 151 AD3d 596 [1st Dept 2017]). To the extent Plaintiff relies on naked physical possession of the note to establish standing, "mere physical possession of a note at the commencement of a foreclosure action is insufficient to confer standing or to make a plaintiff the lawful holder of a negotiable instrument for the purposes of enforcing the note" (*U.S. Bank N.A. v Moulton*, 179 AD3d 734, 737 [2d Dept 2020]). As such, the Court cannot conclude on the evidence before it that this affirmative defense is palpably insufficient or clearly devoid of merit.

The fifth proposed affirmative defense based on Banking Law §6-l is meritless as it is without factual foundation and conclusory (*see Countrywide Home Loans Servicing, L.P. v Vorobyov,* 188 AD3d 803, 805 [2d Dept 2020]; *Emigrant Bank v Myers*, 147 AD3d 1027, 1028 [2d Dept 2017]). This section is applicable to a "high-cost home loan" and no facts to support the thresholds for applicability of the statute to the loan were pled. Indeed, as the mortgage note has a fixed interest rate of 7.750%, one of the two thresholds is conclusively not met (Banking Law §6-l[1][G][i]). Any claimed affirmative defense based upon failure to plead "the anti-predatory lending law" is denied as entirely conclusory and not separately pled.

The sixth proposed affirmative defense is entirely without merit as Munn is a stranger to the note (*see Bank of Am. V Lestrade*, 189 AD3d 969 [2d Dept 2020]) and the estate was not the "borrower" within the meaning of RPAPL §1304 (*see HSBC Bank USA, Nav Shah*, 185 AD3d 794 [2d Dept 2020]).

The seventh proposed affirmative defense claims Plaintiff failed to serve the notices required under the loan documents. In this case, the subject mortgage contains the ubiquitous paragraphs 15 and 22 which required that a certain default notice be sent as a condition precedent to acceleration of the loan and commencement of a foreclosure action. Like the notice under RPAPL §1304, the applicable provisions of the mortgage only require pre-foreclosure notice to be given to the "borrower" and Defendant Munn is not same.

The ninth affirmative defense is meritless based upon the undisputed fact that this action was not commenced against the Decedent Edward F. Fordham in his individual capacity. Indeed, the fifth paragraph in the complaint expressly states the Mortgagor is deceased.

Plaintiff's claim of prejudice based upon Defendant Munn's extended delay in moving to amend and its reliance on *Wells Fargo Bank, N.A. v Morgan*, 139 AD3d 1046 [2d Dept 2016] for authority is misplaced. "Prejudice is more than the mere exposure of the [party] to greater liability. Rather, there must be some indication that the [party] has been hindered in the preparation of [the party's] case or has been prevented from taking some measure in support of [its] position. The burden of establishing prejudice is on the party opposing the amendment" (*Kimso Apts., LLC v Gandhi*, 24 NY3d 403, 411 [2014] [internal quotation marks and citations omitted]).

Unlike *Morgan* where there was an unexplained delay of six years, here Defendant Munn's delay in moving to amend was less than half that time. The remaining delays from December 3, 2019, the day the motion appears to have been fully briefed, to its final submission on January 20, 2022, were occasioned almost exclusively by the Covid-19 pandemic, not inaction by Munn. Defendant's delay in pleading the affirmative defenses of standing and statute of limitations also did not deprive Plaintiff of the opportunity to cure any defects by recommencing the action (*cf. HSBC Bank USA v Philistin*, 99 AD3d 667 [2d Dept 2012]). First, as of the date of this decision, more than six-years has not elapsed since this action was commenced. Moreover, Plaintiff overlooks that the statute of limitations was subject to a toll for 228 days because of the Covid-19 pandemic. As first set forth in Executive Order 202.8 and subsequently continued in Executive Orders 202.14, 202.28, 202.38, 202.48, 202.55, 202.60 and 202.67, "any specific time limit for the . . . commencement, filing, or service of any legal action, notice, motion, or other process or proceeding, as prescribed by the procedural laws of the state, including but not limited to . . . the civil practice law and rules . . . is hereby tolled". That toll commenced on March 20, 2020 and continued until November 3, 2020 (*see* Executive Orders 202.8 and 202.67).

Accordingly, the branch of Defendant Munn's cross-motion to amend her pleading is granted only to the extent that affirmative defenses based upon expiration of the statute of limitations and Plaintiff's lack of standing may be pled. Based on the foregoing, the branches of the cross-motion for summary judgment dismissing the complaint for improper service of the contractual default and the RPAPL §1304 notices are denied.

The branch of the motion for summary judgment dismissing the complaint for Plaintiff's alleged failure to notify of a change in loan servicer is denied as Movant proffered no evidence the notice was not served. The affidavit from Munn on this point is entirely conclusory and fails to explain the basis of her knowledge given she was not the borrower, nor does she claim residence at the location when the notices were required to be sent.

The branch of the motion for summary judgment dismissing the complaint as barred by the statute of limitations is denied as Munn failed to demonstrate, as a matter of law, that the mortgage note was accelerated more than six-years before this action was commenced (*cf. U.S. Bank N.A. v Salvodon*, 189 AD3d 925 [2d Dept 2020]; *21st Mtge. Corp. v Balliraj*, 177 AD3d 687 [2d Dept 2019]).

On the branch of its motion for summary judgment, Plaintiff was required to establish *prima facie* proof of the mortgage, the note, and evidence of the borrower's default (*see U.S. Bank, N.A., v James,* 180 AD3d 594 [1st Dept 2020]; *Bank of NY v Knowles*, 151 AD3d 596 [1st Dept 2017]; *Fortress Credit Corp. v Hudson Yards, LLC*, 78 AD3d 577 [1st Dept 2010]). Proof supporting a *prima facie* case on a motion for summary judgment must be in admissible form (*see* CPLR §3212[b]; *Tri-State Loan Acquisitions III, LLC v Litkowski*, 172 AD3d 780 [1st Dept 2019]). Plaintiff was also required to demonstrate its standing since Defendant Munn has been permitted to raise this affirmative defense in her answer (*see eg Wells Fargo Bank, N.A. v Tricario*, 180 AD3d 848 [2nd Dept 2020]; *Wells Fargo Bank, N.A. v McKenzie*, 186 AD3d 1582 [2d Dept 2020]).

In support of the branch of the motion for summary judgment, Plaintiff submitted the affidavit of Vital Philma ("Philma"), a Contract Management Coordinator employed by Ocwen Loan Servicing, LLC ("Ocwen"), the purported servicer of Plaintiff. Philma's affidavit laid a proper foundation for the admission of Ocwen's records into evidence under CPLR §4518 (*see Bank of N.Y. Mellon v Gordon*, 171 AD3d 197 [2d Dept 2019]). The records of other entities were also admissible since Philma sufficiently established that those records were received and incorporated into Ocwen's records, and which routinely relied upon such documents in its business (*see U.S. Bank N.A. v Kropp-Somoza,* 191 AD3d 918 [2d Dept 2021]).

Philma's affidavit and annexed documents established the note and mortgage but were insufficient to establish the Mortgagor's default. "A default is established by (1) an admission made in response to a notice to admit, (2) an affidavit from a person having personal knowledge of the facts, or (3) other evidence in admissible form" (*Deutsche Bank Natl. Trust Co. v McGann*, 183 AD3d 700, 702 [2d Dept 2020]). As Philma's knowledge is not based upon personal knowledge, but through the review of documents, the records evidencing the payment/loan history must be proffered in admissible form for the statements regarding the default to be admissible (*see eg Wells Fargo Bank, N.A. v Yesmin*, 186 AD3d 1761, 1762 [2d Dept 2020]). Since "the plaintiff failed to submit the business records upon which the loan servicer relied in making her statements regarding [Mortgagor's] default" (*U.S. Bank N.A. v Moulton*, 179 AD3d 734, 739 [2d Dept 2020]), Philma's "assertions regarding [Mortgagor's] default . . . constituted inadmissible hearsay" (*Bank of Am., N.A. v* Huertas, 195 AD3d 891 [2d Dept 2021]).

Based upon the findings supra, Plaintiff also failed to establish Plaintiff was holder of the note when the action was commenced. Since the indorsements at issue appear on separate allonges, not note itself, Plaintiff was required, but neglected, to establish the indorsements or allonges were "firmly affixed" to the original note (*see Nationstar Mtge., LLC v Calomarde,* supra; *JPMorgan Chase Bank, N.A. v Grennan*, supra at 1516). Philma's affidavit on this point was nothing more than conclusory boilerplate which is insufficient (*see Wells Fargo Bank, N.A. v Jones*, 139 AD3d 520, 524 [1st Dept 2016]; *Deutsche Bank Natl. Trust Co. v Weiss*, 133 AD3d 704, 705 [2d Dept 2015]). Not every attachment can satisfy UCC §3-202[2] (*see HSBC Bank, USA, N.A. v Roumiantseva,* 130 AD3d 983 [2d Dept 2015]*; Slutsky v Blooming Grove Inn,* 147 AD2d 208 [2d Dept 1989]) and Philma offered no description of the nature of the attachment.

Accordingly, the branch of Plaintiff's motion for summary judgment on its foreclosure cause of action and for an order of reference is denied for failure to establish a *prima facie* case.

Plaintiff has established that it is entitled to a default judgment against all non-appearing Defendants (*see* CPLR §3215; *SRMOF II 2012-I Trust v Tella*, 139 AD3d 599, 600 [1st Dept 2016]).

The branch of Plaintiff's motion to amend caption to substitute John Doe and Jane Doe in place of John Doe #1, John Doe #2, John Doe #3 through John Doe # 12 is granted without opposition (*see generally* CPLR §3025; *JP Morgan Chase Bank, N.A. v Laszio*, 169 AD3d 885, 887 [2d Dept 2019]).

Accordingly, it is

ORDERED that the branch of Plaintiff's motion for summary judgment on its claim for foreclosure, appointment of a referee and striking all affirmative defenses is denied, and it is

ORDERED that the Defendant Kathleen Munn's cross-motion is granted only to the extent that this defendant may file and serve an amended answer containing the affirmative defenses of lack of standing and expiration of the statute of limitations and all other relief is denied, and it is

ORDERED that the branch of Plaintiff's motion for a default judgment is granted as against all non-appearing Defendants, and it is

ORDERED that the branch of Plaintiff's motion to amend the caption is granted and the amended caption is as follows:

SUPREME COURT STATE OF NEW YORK
COUNTY OF NEW YORK

----------X

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A., AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC., MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-RS,

Index No. 850217/2016

-against-

KATHLEEN MUNN, AS EXECUTRIX AND HEIR AND DISTRIBUTEE OF THE ESTATE OF EDWARD F. FORDHAM; EDWARD FORDHAM, JR., AS HEIR AND DISTRIBUTEE OF THE ESTATE OF EDWARD F. FORDHAM; DARYL FORDHAM, AS HEIR AND DISTRIBUTEE OF THE ESTATE OF EDWARD F. FORDHAM; STANLEY GRAYSON, AS EXECUTOR OF THE ESTATE OF EDWARD F. FORDHAM; THE UNKNOWN HEIRS AND DISTRIBUTEES OF THE ESTATE OF EDWARD F. FORDMAN; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA - INTERNAL REVENUE SERVICE; NEW YORK CITY PARKING VIOLATIONS BUREAU; NEW YORK CITY ENVIRONMENTAL CONTROL BOARD; NEW YORK SUPREME COURT; CRIMINAL COURT OF THE CITY OF NEW YORK; NEW

YORK CITY DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT; SEVEN STAR
FUEL CORP; JOHN DOE; JANE DOE,

Defendants
----------X

This matter is set down for a status conference on **June 22, 2022 @ 10:00 am** via Microsoft Teams.

4/12/2022
DATE

FRANCIS A. KAHN, III, A.J.S.C.

HON. FRANCIS A. KAHN III
J.S.C.

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