SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 49M

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DEUTSCHE BANK NATIONAL TRUST COMPANY,

Plaintiff,

- v -

EQUIFIRST CORPORATION, EQUIFIRST MORTGAGE CORPORATION OF MINNESOTA, BARCLAYS BANK PLC

Defendant.

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INDEX NO. 651957/2013

MOTION DATE N/A

MOTION SEQ. NO. 003

DECISION + ORDER ON MOTION

HON. MARGARET CHAN:

The following e-filed documents, listed by NYSCEF document number (Motion 003) 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 198, 201, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 378

were read on this motion to/for JUDGMENT - SUMMARY

This residential mortgage-backed securities (RMBS) breach of contract action is brought by plaintiff Deutsche Bank National Trust Co. (DBNT or Trustee), on behalf of the EQLS 2007-1 Trust (the Trust), against defendants EquiFirst Corp. and EquiFirst Mortgage Corp. of Minnesota, (together, EquiFirst), the originators of the mortgage loans, and Barclays Bank PLC (Barclays), the parent of the non-party depositor BCAP LLC (BCAP or Depositor).[1] Defendants move for summary judgment dismissing plaintiff's claims as time-barred under the four-year statute of limitations (SOL) of California, the state DBNT resides in. Plaintiff opposes the motion and counters that the claims are timely under New York's six-year SOL because the law of the Depositor's residence applies. Defendants' motion is granted for the reasons below.

[1] This court's May 26, 2016 order (Friedman, J.) dismissed all claims against EquiFirst Mortgage Corp. of Minnesota since the company was dissolved, leaving EquiFirst Corp. and Barclays the only two defendants in the instant motion (NYSCEF # 131).

Background

For context, as the Court of Appeals has explained in *Deutsche Bank Natl. Trust Co. v Barclays Bank PLC* (34 NY3d 327 [2019] [*BR1/NC1*]), "an RMBS transaction involves the bundling of mortgage loans into a pool that is sold to an affiliated purchaser, which then places the loans into a trust for securitization purposes. The trust then issues certificates that are purchased by investors, or certificateholders. The individual mortgage loans serve[ ] as collateral for the certificates, which [pay] principal and interest to certificateholders from the cash flow generated by the mortgage loan pool; that is, certificateholders [make] money when the borrowers [make] payment on their loans" (*id.* at 331-332 [internal quotation marks and citation omitted]).

At center of this motion is the assignment relationship among the deal parties, which arose from four key agreements that effectuated the securitization of the Trust. To begin with, EquiFirst originated certain mortgage loans (Mortgage Loans) and sold them to the sponsor Sutton Funding LLC (Sutton) pursuant to a Mortgage Loan Purchase Agreement (MLPA), executed on March 1, 2007 (NYSCEF # 13). In the MLPA, EquiFirst made certain representations and warranties to Sutton concerning the quality and characteristics of the Mortgage Loans and agreed to cure or repurchase any breaching loans upon notice (*id.*, §§ 9.02, 9.03).

Subsequently, Sutton transferred the Mortgage Loans and assigned its rights to the Depositor BCAP pursuant to the Assignment, Assumption and Recognition Agreement (AARA), executed on June 27, 2007, by EquiFirst, Sutton, and BCAP (NYSCEF # 14). Although the Trustee is not a party to the AARA, the AARA explicitly addressed the Trust and DBNT, recognizing that BCAP "will transfer the Mortgage Loans and assign its rights under the [MLPA]" to DBNT, that EquiFirst "shall look solely to the Trust" for performance of any obligations under the MLPA, and that EquiFirst represented "for the benefit of [Sutton], [BCAP], the Trust, and [Barclays]" that the representations and warranties made in MLPA were true and correct (*id.*).

Separately, Barclays made certain representations and warranties to BCAP concerning the Mortgage Loans pursuant to the Representations and Warranties Agreement (RWA), executed on June 27, 2007, between Barclays and BCAP (NYSCEF # 15). The Trustee is not a party to the RWA but was also referenced in the RWA in connection with the representations and warranties.

BCAP then transferred the loans and its rights under the AARA and the RWA to the Trust pursuant to the Pooling and Servicing Agreement (PSA), dated as of June 1, 2007 and executed on June 27, 2007 (NYSCEF # 16). As such, the AARA, the RWA, and the PSA were executed on the same day, which was also the closing date for the securitization. The PSA recognized that Sutton's and Depositor's rights

against defendants were assigned to the Trust and provided a repurchase protocol for the Trustee to seek remedies from the defendants.

DBNT initiated this action by filing a summons with notices on May 31, 2013. It subsequently filed its complaint on November 18, 2013 (NYSCEF # 5), which pleads two causes of action: (1) for defendants' alleged breach of their representations and warranties and breach of their obligations to give notice and to repurchase the breaching loans under the agreements; and (2) for breach of the implied good faith covenant. By order dated May 26, 2016, this court (Hon. Marcy S. Friedman [ret.]) dismissed the second cause of action and certain aspects of the first cause of action (NYSCEF # 131). Justice Friedman found that the claims accrued on June 27, 2007, at the point of contract execution (*id.* at 6).

On November 19, 2018, DBNT moved for leave to reargue a consolidated decision in *Part 60 RMBS Put-Back Litig.*, 2018 WL 5099045 (Sup Ct, NY County, Oct. 18, 2018), in which Justice Friedman stated that it was undisputed that the borrowing statute is applicable. Justice Friedman granted the leave to reargue and modified the October 18 Decision and Order, clarifying that DBNT did not concede that the borrowing statute is applicable based on DBNT's California residence, and that DBNT preserved its argument that the residence of the Depositor, not the Trustee, governs for SOL purposes (NYSCEF # 173 – Order on motion to reargue).

Besides this action, DBNT, as trustee to other RMBS trusts, commenced several similar actions against the originators of those trusts, among which are two actions that are subjects of the Court of Appeals' *BR1/NC1* decision (34 NY3d 327). The sole issue in *BR1/NC1* was the timeliness of the claims. The Court of Appeals applied the SOL of the state where plaintiff DBNT resides, finding that DBNT's claims were time-barred under California's four-year SOL. In contrast, the dissent by Hon. Rowan Wilson takes the view that New York's six-year SOL applies because the two New York-based depositors' residence governs as the injury accrued to them, not DBNT. Notably, on appeal, neither DBNT nor any defendant in *BR1/NC1* hraised the depositor-residence theory underlying Judge Wilson's dissent.

In the instant motion, defendants move for summary judgment dismissing DBNT's claims as time-barred, arguing that under the doctrine of collateral estoppel, the Court of Appeals' decision in *BR1/NC1* bars DBNT from arguing the depositor-residence theory. Specifically, defendants contend that the issues presented in this case and in *BR1/NC1* are identical: the applicability of CPLR 202 to DBNT's breach of contract claims, and that DBNT had a full and fair opportunity to litigate and did litigate the issue. As to the depositor-residence theory, defendants argue that DBNT could have raised this theory in *BR1/NC1* but chose instead to advance other arguments (*i.e.,* the multi-factor test argument) and that DBNT cannot escape collateral estoppel "by raising new theories for what is, essentially, the same relief" (NYSCEF # 193-Defs. Br. at 12, citing *Williams v*

Steinberg, 211 AD2d 597, 597 [1st Dept 1995]). Defendants further argue that the law of the Depositor's residence does not apply since the claims accrued to the Trustee and in the place of the Trustee's residence. Defendants add that even if the assignor-residence rule applies, the Depositor resides in Delaware – its place of incorporation, so DBNT's claims are still barred by Delaware's three-year SOL.

In opposition, DBNT argues that, as the Depositor, BCAP's residence governs for SOL purposes because the claims accrued to BCAP in the first place before BCAP transferred the Mortgage Loans and assigned its rights in the loans to DBNT. DBNT contends that the doctrine of collateral estoppel does not preclude its argument based on the holding in *BR1/NC1* because the depositor-residence issue was not litigated by the parties or adjudicated by the Court of Appeals, despite being raised in dissent. DBNT further argues that it is not bound by the positions taken in *BR1/NC1* since it acted in its representative capacity on behalf of a different trust (NYSCEF # 203-Pltf. Opp. at 17-18, relying on Restatement [Second] of Judgement § 36 [1982]; *Tuper v Tuper*, 34 AD3d 1280, 1281 [4th Dept 2006]). Lastly, DBNT maintains that BCAP resides in New York, its principal place of business, so DBNT's claims are timely under New York's six-year SOL.

Discussion

Whether BR1/NC1 Forecloses Plaintiff's Depositor-Residence Argument

As a threshold matter, defendants' argument that DBNT is collaterally estopped from relitigating the timeliness of its repurchase claims because the precise issue was decided in *BR1/NC1* is flawed.

Under New York law, collateral estoppel, or issue preclusion, applies where the identical issue was decided in the prior action and is decisive in the present action, and the party to be precluded from relitigating the issue had a full and fair opportunity to contest the issue in the prior proceeding (*Conason v Megan Holding, LLC*, 25 NY3d 1, 17 [2015]). Defendants, as the proponent seeking the benefit of collateral estoppel, must prove that an identical issue was necessarily decided in a prior action (*Kaufman v Eli Lilly and Co.*, 65 NY2d 449, 456 [1985]).

In *BR1/NC1*, the Court of Appeals was asked to decide which test—the plaintiff-residence rule or the multi-factor test—should apply to determine where plaintiff's breach of contract claims accrued for SOL purposes. Recognizing that exceptions exist, the Court applied the general rule that "when an economic injury has occurred, the place of injury is usually where the plaintiff resides" (*BR1/NC1*, 34 NY3d at 331, 337). The Court reasoned that applying the plaintiff-residence rule, instead of the multi-factor test, serves the goal of New York's borrowing statute to "provide the certainty of uniform application to litigation" (*id.* at 336-337).

The Court chose to apply the plaintiff-residence rule from the two alternative tests that the litigants presented on appeal without addressing the depositor-residence theory raised by Judge Wilson in his dissent (*BR1/NC1*, 34 NY3d at 338 ["Our analysis is limited by the arguments the parties have raised."]; *id.* at 334 n 3 ["We have no occasion to address the dissent's theory ... that theory was never raised on this appeal, and the parties have had no opportunity to address it. ..."]). Significantly, in declining to address the depositor-residence theory, the Court noted that "[l]itigants expect us to decide their appeals on rationales advanced by the parties, not arguments their adversaries never made" (*id.*). Moreover, the Court of Appeals has long recognized its role as limited to review only the issues advanced by the parties and that its decisions do not foreclose the parties' opportunity to litigate any unreviewed distinct grounds (*see e.g. Misicki v Caradonna*, 12 NY3d 511, 519 [2009] ["For us now to decide this appeal on a distinct ground that we winkled out wholly on our own would pose an obvious problem of fair play. ... And the opportunity may well be realized since our decision today certainly does not foreclose [the party], if it chooses, from taking the position at trial...."]; *Deutsche Bank Natl. Trust Co. v Flagstar Capital Mkts. Corp.*, 32 NY3d 139, 154-155 [2018] [the majority disagreed with the dissent's theory because the plaintiff did not raise that theory and rather argued on a different ground, noting that "[t]his Court generally refrains from addressing issues not argued by the parties"]; *Tydings v Greenfield, Stein & Senior, LLP*, 11 NY3d 195, 200 [2008] ["if an appeal is taken and the appellate court affirms on one ground and disregards the other, there is no collateral estoppel as to the unreviewed ground"]).

As such, DBNT is not collaterally estopped by *BR1/NC1* since the depositor-residence theory it advanced in this action was not raised or litigated by the parties in *BR1/NC1*, and not adjudicated or addressed by the Court of Appeals. The cases relied by defendants are distinguishable: in those cases, collateral estoppel was found because the litigants were advancing additional arguments on issues identical to those in the prior proceedings or actions (*see N.Y. State Dam Ltd. Partnership v Niagara Mohawk Power Corp.*, 222 AD2d 792 [3d Dept 1995] [finding the issues were identical, *i.e.*, the validity of the third amendment]; *Williams*, 211 AD2d at 597 [finding the issues are identical and for the same relief, *i.e.*, the validity of the purported change in mortgage value]; *D'Alessandro v N.Y. State Div. of Hous. & Community Renewal*, 92 AD3d 421 [1st Dept 2012] [the party argued that the legal rent was "not valid" in the prior action and argued that the lease was "fraudulently obtained" in another action]).[2] Here, the depositor-residence theory

[2] Defendants also rely on *E. States Health & Welfare Fund v Philip Morris, Inc.* (188 Misc 2d 638 [Sup Ct, NY County 2000]), arguing that "[i]f DBNT believed that this argument had merit, one of DBNT's 'implicit duties [was to] affirmatively pursue it'" (NYSCEF # 366-Defs. Reply at 5-6). However, defendants misquoted *Philip Morris* -- that court does not address the issue of collateral estoppel but simply means that the trustee, as a fiduciary of the fund, has an implicit duty to commence lawsuit timely (*Philip Morris*, 188 Misc 2d at 655-656).

was based on a distinct ground that raises an issue unreviewed in *BR1/NC1*: where is the place of injury when the plaintiff's rights were assigned from a third party.

Accordingly, DBNT's depositor-residence argument is not estopped or otherwise foreclosed by the Court of Appeals' decision in *BR1/NC1*. In addition, DBNT has timely preserved this argument (*see* NYSCEF # 173-Decision and Order on Plaintiff's Motion for Leave to Reargue), and the court will address the merits of whether the assignor-residence rule applies here for SOL purposes.

Whether the Residence of BCAP or DBNT Governs for SOL Purposes

It is the law of the case and undisputed that DBNT's claims accrued on June 26, 2007 (NYSCEF # 131 at 6). With that settled, this motion revolves solely around the question "which state's SOL applies?" To answer it, we need to know *where* and *to whom* the claims accrued under New York's borrowing statute, which states that:

> An action based upon a cause of action accruing without the state cannot be commenced after the expiration of the time limited by the laws of either the state or the place without the state where the cause of action accrued, except that where the cause of action accrued in favor of a resident of the state the time limited by the laws of the state shall apply.

(CPLR 202).

In other words, a New York court will apply another state's SOL if (1) the claim accrued outside New York, (2) the claim accrued in favor of a non-New York resident, and (3) the SOL of that state in which the claim accrued is shorter than New York's SOL, which is six-year for breach of contract claims (*Ins. Co. of N. Am v ABB Power Generation, Inc.*, 91 NY2d 180, 187 [1997]). Here, plaintiff's California residency is undisputed. Thus, resolution of whether to borrow California's four-year limitation period turns on whether the claim accrued in the place of and in favor of the Trustee or the Depositor.

Defendants argue that the claims accrued in favor of DBNT since the Trust for which it served as trustee was the intended beneficiary of the agreements (Defs. Br. at 14, 16-17). Defendants next argue that even though the rights in the Mortgage Loans were assigned from BCAP, the claims accrued to DBNT at the moment the securitization closed because the assignment of rights was a necessary precondition to closing and all the agreements are interrelated to further the securitization. Defendants additionally contend that the Depositor was merely a special purpose vehicle for the Mortgage Loans and the rights in the loans to pass through to the Trust simultaneously with closing, so there is no point in time during the securitization process that the Depositor was itself injured.

In opposition, DBNT argues that the claims accrued at the moment when the AARA and the RWA were executed—a timepoint that DBNT alleges to be earlier than the assignment and the closing. DBNT contends that the Depositor had owned the Mortgage Loans for a period of time until it transferred the loans to DBNT under the PSA, and accordingly, the claims initially accrued to BCAP before they were assigned to DBNT.

Generally, "when a claim has been assigned, the Section 202 analysis focuses on the statute of limitations of the jurisdiction in which the claim accrued to the assignor, not the law of the assignee's residence" (*IKB Intl. S.A. v Bank of Am.*, 2014 WL 1377801, *6 [SD NY, Mar. 31, 2014]; *Portfolio Recovery Assocs., LLC v King*, 14 NY3d 410, 416 [2010]). The underlying rationale for this approach is that the claim accrued to the assignor in the first place, so the assignee is not entitled to stand in a better position than the assignor (*IKB*, 2014 WL 1377801, *6; *Portfolio*, 14 NY3d at 416). However, in this particular case, the transactions were structured in a way that the Trust, represented by the Trustee DBNT, was the named and intended beneficiary of the representations and warranties and the party who in fact sustained the injury.

DBNT's rights to seek remedies for defendants' alleged breach of the representations and warranties made with respect to the Mortgage Loans arose from three interrelated agreements, which were all executed on June 27, 2007: (1) the AARA under which BCAP obtained its rights against EquiFirst, (2) the RWA under which BCAP obtained its rights against Barclay, and (3) the PSA under which BCAP assigned all the rights under the AARA and RWA to DBNT.

It is evident from the contract provisions and the surrounding circumstances that the transactions occurred simultaneously and were interrelated to form a part of the same transaction—the securitization of the Trust. The AARA states that "[EquiFirst] shall and do hereby recognize that [BCAP] will transfer the Mortgage Loans and assign its rights ... to [DBNT], as trustee ... of [the EQLS 2007-1 Trust] created pursuant to the [PSA], dated as of June 1, 2007" (AARA § 2). In the AARA, EquiFirst explicitly made the representations and warranties to "the Trust" besides BCAP (AARA §§ 3-4) and provided the repurchase remedies to "the Trust (including the Trustee and Servicer acting on the Trust's behalf)" (AARA § 5). Further, EquiFirst intended solely the Trust to step into the shoes of Sutton, the owner of the Mortgage Loans at that time: to assume Sutton's obligations and enjoy Sutton's rights under the MLPA (AARA § 2 ["[ii] [EquiFirst] shall look solely to the Trust (including the Trustee ... acting on the Trust's behalf) for performance of any obligations of [Sutton] under the [MLPA] ..., [iii] the Trust (including the Trustee ... acting on the Trust's behalf) shall have all the rights and remedies available to [Sutton] under the [MLPA]]; *see also id.* ["all references to [Sutton] under the Purchase Agreement as they relate to the Mortgage Loans shall be deemed to refer to the Trust"]). Similarly, the RWA also recognized that the representations and

warranties were made "in connection with the securitization of the Mortgage Loans" and referred to the Trust's assets as it includes "the Mortgage Loans transferred by [BCAP] to the Trust pursuant to the [PSA dated as of June 1, 2007]" (RWA, recitals). Moreover, Cadwalader, Wickersham & Taft LLP, the counsel to BCAP, Barclays, and Sutton in connection with the Trust's securitization, memorialized in its letter that the transactions are "simultaneous" (NYSCEF # 218-Rosenbaum Ex. 14, Cadwalader Letter at 3). "Documents executed at about the same time and covering the same subject-matter are to be interpreted together ... so long as they are substantially contemporaneous" (*Brax Capital Group, LLC v WinWin Gaming, Inc.*, 83 AD3d 591 [1st Dept 2011]; *see also Nau v Vulcan Rail & Constr. Co.*, 286 NY 188, 197 [1941] [related agreements that "effectuate the same purpose and formed a part of the same transaction" are "contemporaneous writings and must be read together as one"]). The records above have shown that all the deal parties were aware that in light of the simultaneous nature of the transaction that if there was any false representations and warranties, the injury would occur solely to the Trust.

In this connection, given the nature of the transaction, there was no potential for BCAP to sustain any injury. As recognized by BCAP, the transfer of the Mortgage Loans and the rights therein took place simultaneously with closing, and accordingly, there was no moment in time for BCAP to own the Mortgage Loans and to sustain any injury itself (NYSCEF # 205-Rosenbaum Ex. 1, Chaku Dep. 31:15-32:10, 33:3-19 [BCAP's corporate representative, when asked twice, could not acknowledge that BCAP had ever took ownership of the loans]; *id.*, 32:2-10 ["it's just an instantaneous transfer that occurs simultaneously with closing so loans simply pass through the depositor entity on its way to the trust, which facilitates the insurance of bankruptcy remoteness"]; *see also* Cadwalader Letter at 10 [the parties intend to treat the transfers as sales "for accounting and tax purposes"]). All three agreements were executed on the same day and are integrated by specific reference to the others. The sequence of signing those agreements is immaterial since the parties intertwined the agreements together intending to pass the loans from Sutton through BCAP and into the Trust instantaneously upon closing of the securitization.

Thus, the claims accrued to the Trust instead of BCAP since the representations and warranties were made for the benefit of the Trust and the transactions occurred concurrently, leaving no time for BCAP to own the Mortgage Loans or be exposed to any risk of loss (*see Phoenix Light SF Ltd. v Deutsche Bank Natl. Trust Co.*, — F Supp 3d —, 2022 WL 384748, *28-29 [SD NY, Feb. 8, 2022] [holding that DBNT's residence governs for SOL purposes despite the depositor-residence theory advanced by plaintiff since the representations and warranties were made to the trust/trustee and the trustee had the authority to enforce them]).

In reaching this conclusion, the court notes that this action is factually distinguishable from the cases relied on by DBNT to argue that as the assignor, the

BCAP's residence should governs for SOL purposes. For example, in *IKB*, the assignor, a former certificateholder, purchased RMBS between August 2005 and November 2006 for investment, and then sold the certificates and assigned the rights to its assignee in November 2008 (2014 WL 1377801, *3). Unlike here, the assignor in *IKB* had owned the RMBS certificates and sustained injury for years until the sale and assignment. Magistrate Judge Pitman applied the law of the assignor's residence, reasoning that "were the rule otherwise, a claim otherwise time-barred by virtue of Section 202 could be revived by the simple expedient of assigning it to a party residing in a jurisdiction with a statute of limitations longer than that in the assignor's residence (but shorter than New York's limitation period)" (*id.*, *6).[3] However, this assignee-forum shopping concern is not present in the instant action because by the time the parties entered into the agreements in connection with the securitization, all the deal parties, including EquiFirst, Barclays, BCAP and DBNT, had not only settled on the identity of the assignee (the California-based DBNT) but also recognized the assignment as a necessary part of the transaction. Similarly, in other cases relied on by plaintiff, the assignors all sustained injury in a separate transaction prior to the assignment (*see e.g. Portfolio*, 14 NY3d at 415 [assignor sustained the economic injury in 1999 and transferred the rights to assignee in mid-2000]; *Cameron v LR Credit 22, LLC*, 998 F Supp 2d 293 [SD NY 2014] [the assignees were debt collectors who sought to recover a debt from assignor bank]).

Since the injury accrued to the Trust (including the Trustee acting on the Trust's behalf) but not the Depositor BCAP, the rule of *BR1/NC1* governs here. In *BR1/NC1*, it was held that as the injury accrued to the trust, the trustee's residence applies for SOL purposes because the trustee is "authorized to enforce, on behalf of the certificateholders, the representations and warranties in the relevant agreement" and is pursuing "representative actions ... for the benefit of numerous, geographically-dispersed beneficiaries" (*BR1/NC1*, 34 NY3d at 338-339).

Thus, the law of DBNT's residence applies for the purposes of CPLR 202. As the parties do not dispute DBNT's California residency, DBNT's claims are time-barred by California's four-year SOL, and the court need not decide whether BCAP resides in Delaware or New York.

Conclusion

In view of the above, it is

ORDERED that defendants' motion for summary judgment is granted and the complaint is dismissed on statute of limitations ground with costs and disbursements

[3] Magistrate Judge Pitman's Report and Recommendation was adopted by District Judge Kaplan on this issue (*id.*, *1)

to defendants as taxed by the Clerk upon the submission of an appropriate bill of costs; and it is further

ORDERED that the Clerk is directed to enter judgment accordingly.

This constitutes the Decision and Order of the court.

6/21/2022
DATE

MARGARET CHAN, 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