

**Breest v Haggis**

2023 NY Slip Op 34460(U)

December 19, 2023

Supreme Court, New York County

Docket Number: Index No. 155689/2023

Judge: Sabrina Kraus

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**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT:** HON. SABRINA KRAUS **PART** **57TR**

*Justice*

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HALEIGH BREEST,

Petitioner,

- v -

PAUL EDWARD HAGGIS, DEBORAH K. RENNARD,  
GREGORY GETTAS, ANNAPURNA REAL ESTATE  
CORP., CITY NATIONAL BANK

Respondents.

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**INDEX NO.** 155689/2023

**MOTION DATE** 11/20/2023

**MOTION SEQ. NO.** 001 002

**DECISION ON MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 35, 36, 37, 38, 45, 46, 47, 49, 50, 51, 52, 53, 55, 56, 57, 58, 59, 60, 61, 62, 63, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 83, 84, 85, 86, 87, 88, 89, 90, 94, 95, 96, 99, 100, 101

were read on this motion to/for ENFORCE/EXEC JUDGMENT OR ORDER.

The following e-filed documents, listed by NYSCEF document number (Motion 002) 91, 92, 97, 98

were read on this motion to/for TRANSFER.

**BACKGROUND**

This court presided over a jury trial in a prior action (“underlying action”) between Petitioner and Respondent Paul Edward Haggis (Haggis) where Petitioner was awarded judgments totaling \$12,848,366.00 against Haggis. Petitioner has commenced this special proceeding seeking to enforce the judgments obtained therein.

Petitioner seeks an order and judgment:

- (i) pursuant to CPLR 5206(e), 5225, and 5227, directing the turnover and execution sale of the judgment debtor’s shares of stock in a cooperative apartment corporation, located at 169 Mercer Street, New York, New York 10012; and

- (ii) pursuant to DCL §§ 273-a and 276, setting aside purported conveyances of security interests in the co-op shares in favor of Deborah Rennard (“Rennard”); and
- (iii) expunging UCC-1s filed by Rennard concerning the co-op; and
- (iv) pursuant to DCL §§ 273-a and 276, to recover \$806,169.00 in condominium sale proceeds paid to Rennard in connection with the 2019 sale of 388 West Broadway, Apt. B, New York, New York 10012;
- (v) pursuant to DCL § 276-a, awarding attorneys’ fees.

Also before the court is the motion of Rennard seeking an order directing the clerk to randomly reassign this proceeding, or, in the alternative, severing the claims in the fourth and fifth causes of Action.

The motions are consolidated and determined as set forth below.

### FACTS

On or about October 20, 2006, Haggis purchased the cooperative apartment at 169 Mercer Street #7, New York, New York 10012. The purchase price was \$2,900,000. Haggis did not purchase the co-op individually; he created the Mercer Street Trust to take title to the shares in the cooperative corporation and the proprietary lease. Haggis asserts the trust was created for estate tax purposes. The co-op shares and lease are the trust’s only assets.<sup>1</sup>

Respondent Annapurna Real Estate Corp. (“Annapurna”) is a cooperative corporation which owns the Mercer Street building. After issuing 160 shares and the proprietary lease to Mercer Street Trust, the apartment became Haggis’ residence. Petitioner asserts the Co-op has a value of 4.2 Million Dollars. Petitioner asserts that Haggis is not currently residing in the coop

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<sup>1</sup> Haggis asserts in his affidavit in opposition that the proprietary lease is “owned” by the Haggis Family Trust. The exhibits referenced in said affidavit are not part of the underlying record and the proprietary lease itself which is part of the record (NYSCEF Doc # 59) indicates that the Mercer Street Trust is the proprietary lessee.

and instead is currently residing in Italy. Haggis does not dispute he is not currently residing in the Co-op, but vaguely asserts a “temporary absence” of unspecified duration.

Haggis is the sole settler of the Mercer Street Trust which was funded exclusively with Haggis’ property. Pursuant to the terms of the Trust Agreement, Haggis may revoke the Trust at anytime. Haggis is the lifetime beneficiary under the Trust and income and principal are distributed to Haggis either at stated intervals or on demand.

The trust Agreement also lists Gregory Gettas (“Gettas”) as a Trustee. Gettas, is Haggis’ first wife’s brother and has not appeared herein. It is not established in the record whether Gettas remains a trustee, however, pursuant to the Trust Agreement Haggis may act independently and without the consent of any co-trustee. Haggis may also remove any co-trustee without cause.

Haggis and Rennard were married from 1997 to 2016. As of the time of the divorce Rennard had no interest in the Mercer Street property. Although divorced, Haggis and Rennard maintain a close relationship and Haggis described Rennard as his best friend. They also remained interconnected financially in certain respects.

On June 30, 2010, Haggis, individually, purchased a condominium located at 388 West Broadway, Apt. B, New York, New York 10012 for \$3,950,000. As part of the 2016 divorce, Haggis retained a one-half interest in the condo, and upon the West Broadway property’s sale, Haggis would obtain half of the net sale proceeds less \$1,275,000.

On July 18, 2013, CNB lent Haggis and Rennard the principal sum of \$1,000,000.00 evidenced by an adjustable rate note dated July 18, 2013. As security for payment Rennard, Haggis and the Mercer Street Trust executed and delivered to CNB a Security Agreement dated July 18, 2013, securing the principal amount of \$1,000,000.00, along with an Assignment of Proprietary Lease and Pledge of Shares of Cooperative Stock. In recognition of the Loan,

Security Agreement, and Assignment of Lease and Shares, the parties also entered into a recognition agreement. CNB filed a UCC-1 financing statement (the "Financing Statement") with the Office of the City Register of the City of New York (the "City Register") on May 16, 2013, in City Register File No. ("CRFN") 2013000202104. The outstanding balance due on the Loan as of August 29, 2023, was \$914,040.71, plus interest and other fees pursuant to the terms of the Note.

On January 4, 2019, Haggis and Rennard entered into an agreement modifying the terms of their 2016 Divorce Judgment. As part of the 2016 Divorce Judgment, Rennard had disclaimed and waived any right, title, and interest in the Mercer Street co-op. Pursuant to the January 4, 2019 modification, Haggis, agreed to allow Rennard to record a \$1 million deed of trust against the Co-op shares. Rennard never recorded a deed of trust as to the Co-op. The 2019 modification also conveyed Haggis' 50% interest in the West Broadway Condo and all sale proceeds to Rennard. On or about March 13, 2019, the West Broadway condo was sold for \$5.5 million. Net sale proceeds were \$4,162,338.01.

On February 18, 2020, Haggis made a \$700,000 promissory note to Rennard. The note also provides an acknowledgement that Haggis owes Rennard an additional one million dollars, and that said amount would also be due to Rennard upon the sale of the Mercer Street Property.

On February 21, 2020, Rennard recorded a UCC-1 financing statement listing the Co-op shares as collateral and Haggis as the debtor.

There is no security agreement either between Haggis and Rennard or between The Trust and Rennard concerning the Co-op shares.

On October 17, 2022, Rennard recorded a second UCC-1 on the first day of jury selection in the underlying action. The UCC-1 listed the Co-op shares as collateral and Mercer Street Trust as the debtor.

On January 4, 2023, the day the first judgment was entered in the underlying action, a third UCC-1 was filed as to the Co-op shares, purporting to secure payment of the unsecured \$700,000 note made approximately two years before.

On April 7, 2023, attorneys for Petitioner delivered to New York City Marshal Henry Daley (Daley) an execution against property with notice to garnishee, Annapurna, identifying the Co-op shares as property in which Haggis has an interest. On April 11, 2023, Daley served the execution upon Annapurna.

In connection with this proceeding, CNB became aware of the maintenance payment default for the Mercer Street Co-op. Thereafter, Annapurna's counsel delivered to CNB's counsel a copy of a Fourteen-Day Rent Demand dated August 17, 2023, showing \$35,801.00 due as of September 1, 2023. In order to protect its lien against the Co-op Shares and Proprietary Lease, on September 6, 2023, CNB wire transferred \$35,801.00 to Annapurna's management company, as a protective advance, with a reservation of rights.

### **DISCUSSION**

#### ***Motion Sequence No 2 is Denied***

Rennard moves, pursuant to 22 N.Y.C.R.R. § 202.3(b) and § D of the Rules and Procedures of the First Judicial Department, Supreme Court, Civil Branch, NY County, to transfer this action for random reassignment. Rennard argues that Petitioner improperly marked this proceeding as having been related to the prior action. Respondent asks that the court send the proceeding to the Administrative Judge for random reassignment.

As the Court stated on the record when the motion was heard, when the parties initially raised this issue by correspondence to the court (NYSCEF Docs 37 & 38), this court referred the issue of whether the proceeding had been properly assigned to Administrative Judge Adam Silvera. Justice Silvera, after careful deliberation, determined that it was more efficient for this court to retain jurisdiction over the special proceeding than to assign the proceeding to a different Judge.

Based on the foregoing, the motion for a transfer is denied.

CPLR §407 provides “(t)he court may at any time order a severance of a particular claim, counterclaim or cross-claim, or as to a particular party, and order that, as to such claim or party, the special proceeding continue as an action or as a separate special proceeding.” The provision gives the court in a special proceeding essentially the same severance powers possessed by the court in an action. *See* CPLR §603. Such severances may be appropriate, in the court's discretion, to avoid delay, confusion or prejudice.

Discretion to sever is typically exercised sparingly because the purpose of the joinder and consolidation rules is to promote efficiency and avoid the necessity of multiple trials. *Schanley v. Callanan Industries, Inc.*, 54 N.Y.2d 52, 57 (1981).

Rennard argues that Petitioner’s allegations of fraudulent conveyance (First, Second, Third, Sixth, Seventh and Eighth Causes of Action) should be severed from Petitioner’s claims seeking to determine whether Petitioner can satisfy her Judgments against the asset owned by the Mercer Street Trust in the first place (Fourth and Fifth Causes of Action). Rennard has failed to make a compelling case for why she would be prejudiced by this proceeding, which is well underway. The causes of action against her all relate to the common theme of fraudulent conveyance. The facts and evidence surrounding the filing of UCC-1s related to the Mercer

Street co-op are within Rennard's custody and control and do not require discovery, and Rennard has already answered and vigorously opposed the Petition herein.

### **The Petition and Motion Sequence No 1**

#### ***The Trust is Not Exempt from Judgment Enforcement***

Where a judgment debtor is both trust settlor and beneficiary, trust assets are not exempt from satisfying a money judgment. *Vanderbilt Credit Corp. v. Chase Manhattan Bank, NA*, 100 A.D.2d 544, 546 (1984). CPLR §5205(c)(1) provides that trust assets are potentially exempt from levy by a judgment creditor only where “the trust has been created by, or the fund so held in trust has proceeded from, a person other than the judgment debtor.” Similarly, EPTL § 7-3.1(a) provides that “(a) disposition in trust for the use of the creator is void as against the existing or subsequent creditors of the creator.”

Similarly, where the settlor may revoke a trust, trust assets are reachable by judgment creditors. EPTL § 10-10.6 provides “(w)here a creator reserves an unqualified power of revocation, he remains the absolute owner of the property disposed of so far as the rights of his creditors or purchasers are concerned.”

#### ***The Conveyances of Security Interests in the Mercer Street Co-op to Rennard should be set aside***

Under DCL § 273-a, a defendant to a pending action cannot engage in conveyances without fair consideration. The statute<sup>2</sup> provides in pertinent part:

Every conveyance made without fair consideration when the person making it is a defendant in an action for money damages ... is fraudulent as to the plaintiff ... without regard to the actual intent of the defendant if, after final judgment for the plaintiff, the defendant fails to satisfy the judgment.

Conveyances include, “the creation of any lien or incumbrance.” DCL §270.

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<sup>2</sup> DCL 273-a is part of New York's version of the Uniform Fraudulent Conveyances Act and applies to conveyances, such as those at issue here, occurring prior to April 4, 2020.

Here, it is acknowledged that the judgment is unsatisfied and that the conveyances were made while Haggis was a defendant in the underlying action, but Haggis and Rennard assert that there was fair consideration, based on their 2016 divorce modification and a loan Rennard alleges to have made to Haggis. However, it is undisputed that the Mercer Street Trust received no consideration from Rennard, as benefits to Haggis individually are not consideration to the trust.

Finally, there is no security agreement between Haggis and Rennard, or the Trust and Rennard, upon which Rennard may base her alleged security interest in the Mercer Street Cop.

A security agreement is a condition precedent to the creation of a security interest. *In re Modaferris*, 45 B.R. 370, 372 (Bankr. S.D.N.Y. 1985). A UCC-1, standing alone, is not a conveyance or lien. It merely establishes priority among competing secured creditors. N.Y. U.C.C. LAW § 9-322(a)(1); *In re Ditech Holding Corp.*, 2020 Bankr. LEXIS 1840, at \*31 (Bankr. S.D.N.Y. July 9, 2020) (“The filing of a financing statement against a debtor does not, in and of itself, create a secured claim.”); *United States v. Johnson*, 2016 U.S. Dist. LEXIS 60110, at \*17 (E.D.N.Y. May 2, 2016) (“Filing a financing statement does not create a valid security interest ....”); *McDaniel v. 162 Columbia Heights Hous. Corp.*, 21 Misc. 3d 244, 248 (Sup. Ct. Kings Co. 2008) (“[A] valid enforceable security agreement is required as a predicate to the filing of a financing statement.”).

The 2019 divorce modification is not a security agreement and only permits the filing of a deed of trust. A deed of trust is not an Article 9 security interest and is not governed by Article 9. Rennard could not properly file a UCC-1 based on the 2019 divorce amendment. A security agreement also must describe the collateral in order to be effective. N.Y. U.C.C. LAW § 9-

203(b)(3)(A). A security agreement must also be authenticated (signed) by a debtor. N.Y. U.C.C. LAW § 9-203(b)(3)(A). Paul Haggis, as trustee, never authenticated the alleged 2019 divorce amendment or \$700,000 promissory note. Because no trustee of the Mercer Street Trust authenticated any alleged security agreement, no security agreement exists as to the co-op shares.

Moreover, the purported 2019 divorce amendment did not grant to Rennard any rights as to the co-op. Instead, it states the judgment debtor “shall arrange for the preparation, execution and recordation of a \$1 Million Deed of Trust against [the] Mercer Street Property ....” Because the amendment allows Rennard to do nothing as to the co-op, it is not a grant to her of a security interest; and thus there is no basis for Rennard filing a UCC-1. Finally a security agreement exists only where a judgment debtor gives value. N.Y. U.C.C. LAW § 9-203(b)(1). Here, as noted above, there was no value given by Rennard to Mercer Street Trust as part of the divorce amendment or \$700,000 promissory note.

Haggis does not dispute that he is not currently residing in the Mercer Street Co-op. Haggis declines to set forth any specific facts pertaining to his residency, including how long he has been residing elsewhere. Instead, his affidavit, which he executed in Rome, intentionally avoids making any statement in this regard offering only the following:

Petitioner has not shown that the MS Trust and your deponent as beneficiary of the MS Trust do not have homestead rights, and that a temporary absence does not invalidate Your deponent’ rights as beneficiary of the MS Trust which includes homestead rights continue.

However, CPLR §5206(c) provides:

Suspension of occupation as affecting homestead. The homestead exemption ceases if the property ceases to be occupied as a residence by a person for whose benefit it may so continue, except where the suspension of occupation is for a period not exceeding one year, and occurs in consequence of injury to, or destruction of, the dwelling house upon the premises.

N.Y. C.P.L.R. 5206 (McKinney). Haggis acknowledges implicitly that he has ceased to occupy the Co-op as a residence but argues that the “temporary absence” does not preclude his rights. However, the statute specifically notes that a temporary absence only continues the exemption if it is for a period of less than one year and occurs in consequence of destruction to the property, neither of which is alleged by Haggis.

Rennard has declined to oppose the petition’s causes of action for turnover and an execution sale. Her failure to substantively oppose those causes of action, and merely stating bare objections in points of law in an answer, by themselves, merit granting the relief requested by the petition. *Radio Engineering Indus., Inc. v. Denton*, 18 Misc.3d 1144(A), at \*2 (Sup. Ct. Chemung Co. Oct. 5, 2005) (“Although a respondent in a special proceeding ... may effectively raise objections in point of law in [an] answer ... such objections, if raised in the answer, should be accompanied by proof through supporting affidavits.”). No motion to dismiss has been made. A motion to transfer does not extend the time to answer. CPLR 404(a). Rennard had one opportunity to contest the fourth and fifth causes of action for turnover and an execution sale, but she declined to do so. Rennard’s attempt to reserve a right to amend her answer is improper. *Kowalczyk v. Monticello*, 107 A.D.3d 1365, 1366–67 (3d Dep’t 2013).

***CNB’s Security Interest Does Not Preclude an Execution Sale Because the Bank is Overcollateralized***

CNB has a first priority security interest in the Co-op Shares and Proprietary Lease. It is well settled, whereas here, a perfected security interest in shares of stock, commercial paper, or money has priority over a judgment lien where the security interest was perfected prior to the entry of the judgment. *See Berkowitz v Chavo Intl., Inc.*, 74 N.Y.2d 144, 150 (1989). Thus, CNB has priority over Petitioner with respect to the Co-op Collateral. This is not disputed by

Petitioner. The amount remaining on the loan, and any sums advanced for the payment of maintenance arrears become part of the outstanding debt due to CNB, in addition to reasonable attorneys' fees.

CNB asks the court to deny Petitioner's request pursuant to CPLR § 5225(b) to effect a sale of the Co-op relying on *Key Lease Corp. v. Manufacturers Hanover Trust Co.*, 117 A.D.2d 560 (1st Dep. 1986). *Key Lease* does not warrant denial under the facts of this case. In *Key Lease* the bank was undercollateralized, here it is undisputed that the Co-op's value far exceeds CNB's secured debt. A judgment creditor may reach surplus collateral. CPLR §5206(d); *Pinpoint Multi Strategy Master Fund v. Bank of Baroda*, N.Y. Branch, 2021 WL 56425 (Sup. Ct. NY Co. Jan. 4, 2021), *aff'd*, 210 A.D.3d 601 (1st Dep't 2022).

Nor would an execution sale interfere with CNB's possession of the stock certificate. Levy upon certificated stock pledged as collateral is made by a sheriff or marshal's service of an execution, and not by seizure of the stock certificate. CPLR §5201(c)(4); N.Y. U.C.C. LAW § 8-112(a), (d); *see also* CPLR 5232(a) (discussing levy by service). Because the marshal levied upon the Annapurna stock by service, the certificate (and lease) will not leave CNB's possession until an execution sale has resulted in payment satisfying the debt to the bank. Possession does not even matter because perfection of a security interest in co-op shares is achieved only by filing a UCC-1, not possession of a certificate. N.Y. U.C.C. LAW § 9-310(d). CPLR §5206(a)(2) expressly provides for the execution sale of shares of stock in a cooperative apartment corporation.

CNB asks that in the event the court grants the relief sought by Petitioner, the order should provide a minimum opening bid at sale in an amount equal to CNB's outstanding debt, plus its reasonable legal fees, plus the expenses of the Marshal's sale, all as of the date of the

sale. In the absence of a *bona fide* bidder offering such minimum amount at the sale, the Marshal's sale should not proceed. Petitioner consents to said parameters.

***Questions of Fact Exist Which Must be Determined by a Jury on the Claims Pertaining to the Proceeds of the Sale from The West Broadway Condo***

Special proceedings are decided under the same standard as motions for summary judgment. See CPLR 409(b); *New 110 Cipriani Units, LLC v. Bd. of Mgrs. of 110 E 42nd St. Condominium*, 166 A.D.3d 550, 551 (1st Dep't 2018). The Court may make summary determinations only "to the extent that no triable issues of fact are raised" and "may make any orders permitted on a motion for summary judgment." CPLR 409(b).

Summary judgment—in this case a "summary determination"—is a "drastic remedy, to be granted only where the moving party has tendered sufficient evidence to demonstrate the absence of any material issues of fact." *Vega v. Restani Constr. Corp.*, 18 N.Y.3d 499, 503 (2012). The Court will grant summary judgment only if the movant's papers justify holding, as a matter of law, "that there is no defense to the cause of action or that the cause of action or defense has no merit." See CPLR 3212(b).

In reviewing the Petition, the "facts must be viewed in the light most favorable to the non-moving party". *Vega*, 18 N.Y.3d at 503. Moreover, parties opposing a motion for summary judgment are entitled to every favorable inference that may be drawn from the pleadings, affidavits and competing contentions. *Grasso*, 50 A.D.3d at 544.

NYDCL § 276 allows creditors to void transfers made by a debtor with "actual intent . . . to hinder, delay, or defraud" creditors. NYDCL § 276. The creditor has the burden of showing intent or knowledge. See *HBE Leasing Corp. v. Frank*, 48 F.3d 623, 636 (2d Cir. 1995); *Murray Eng'g P.C. v. Remke*, No. 17 Civ. 6267 (KPF), 2018 WL 3773991, at \*15 (S.D.N.Y. Aug. 9,

2018). To show actual intent, the creditor may show the existence of “badges of fraud” that are “so commonly associated with fraudulent transfers that their presence gives rise to an inference of intent.” *Sharp Int’l Corp. v. State St. Bank & Trust Co.*, 403 F.3d 43, 56 (2d Cir. 2005). Badges of fraud include: “a close relationship between the parties to the alleged fraudulent transaction; a questionable transfer not in the usual course of business; inadequacy of the consideration; the transferor’s knowledge of the creditor’s claim and the inability to pay it; and retention of control of the property by the transferor after the conveyance.” *Boyd v. 254 PAS Prop. LLC*, 185 A.D.3d 428, 429 (1st Dep’t 2020).

These elements raise questions of fact. Rennard argues that the 2019 Modification Agreement was a rational business exchange between Rennard and Haggis, with valid consideration on both sides. Rennard asserts that Haggis had represented to Rennard that he would stop paying the \$20,000 in monthly spousal support required by the 2016 Matrimonial Judgment because of his anticipated legal and other expenses. Rennard disputes many of the other factual allegations made by Petitioner in relation to this claim.

Questions of fact precluding a summary determination on this claim include whether there was fair consideration as between Rennard and Haggis in regard to Haggis’ waiver of the right to proceeds from the sale of the West Broadway Condo, and questions of credibility regarding Haggis, Rennard, and the explanation’s proffered for the 2019 Divorce Modification as well as the validity of said Divorce Modification.

Whether there is fair consideration in the context of a fraudulent conveyance claim “is generally one of fact, to be determined under the circumstances of the particular case.” *Wagman v. Lagno*, 141 A.D.2d 720, 721 (2d Dep’t 1988); *see also Klein v. CAVI Acquisition, Inc.*, 57 A.D.3d 376, 377-78 (1st Dep’t 2008) (material issues of fact regarding consideration precluded

summary judgment on fraudulent conveyance claim). Similarly, “[t]he existence of actual intent . . . is generally a question of fact which precludes summary judgment.” *Farmers Production Credit Ass’n of Middletown v. Taub*, 121 A.D.2d 681, 682 (2d Dep’t 1986)

Moreover, the court agrees with Rennard that, as to the remaining claims related to the proceeds from the sale of the West Broadway Condo, the only relief sought is monetary damages and she is entitled to a trial by jury. Fraudulent conveyance claims seeking monetary damages, like this one, are legal in nature and therefore entitle the parties to demand a jury trial. *Miller v. Doniger*, 293 A.D.2d 282, 282 (1st Dep’t 2002).

WHEREFORE it is hereby:

ORDERED that Petitioner is entitled to an order directing the execution sale of the shares of stock in a cooperative apartment corporation, located at 169 Mercer Street, New York, New York 10012

ORDERED that Petitioner is entitled to an order setting aside the conveyances of security interests in the Mercer Street Co-op shares in favor of Rennard; and it is further


ORDERED that Petitioner is entitled to an order expunging UCC-1s filed by Rennard concerning the co-op; and it is further

ORDERED that as to the relief provided in the first three decretal paragraphs above, Petitioner is directed to submit a proposed order on notice within 30 days and is further directed to work with CNB in drafting such order as pertains to the sale of the Co-op; and it is further

ORDERED that the remaining issues as to rights to the proceeds of the sale from the West Broadway Condo shall be tried by a jury provided that Rennard files and pays for a jury demand within 30 days from the date of this order and if Rennard fails to do so then the remaining issues shall be determined at a bench trial; and it is further

ORDERED that Petitioner’s claim for attorneys’ fees shall be held in abeyance pending the outcome of said trial; and it is further

ORDERED that any relief not expressly addressed has nonetheless been considered and is hereby denied.

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12/19/2023  
DATE

\_\_\_\_\_  
SABRINA KRAUS, J.S.C.

CHECK ONE:

<input type="checkbox"/>	CASE DISPOSED		
<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED

<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION		
<input checked="" type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	OTHER

APPLICATION:

<input type="checkbox"/>	SETTLE ORDER
<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN

<input type="checkbox"/>	SUBMIT ORDER
<input type="checkbox"/>	FIDUCIARY APPOINTMENT
<input type="checkbox"/>	REFERENCE

CHECK IF APPROPRIATE: