

**Finkelstein v U.S. Bank, N.A.**

2024 NY Slip Op 32072(U)

June 14, 2024

Supreme Court, New York County

Docket Number: Index No. 653712/2022

Judge: Andrew Borrok

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SUPREME COURT OF THE STATE OF NEW YORK  
 COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 53

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STEPHEN FINKELSTEIN	<b>INDEX NO.</b>	<u>653712/2022</u>
Plaintiff,	<b>MOTION DATE</b>	<u>11/06/2023</u>
- v -	<b>MOTION SEQ. NO.</b>	<u>001</u>
U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE (AND ANY PREDECESSORS OR SUCCESSORS THERETO),	<b>DECISION + ORDER ON          MOTION</b>	
Defendant.		

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HON. ANDREW BORROK:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 were read on this motion to/for DISMISS.

In this case, Steven Finkelstein as the beneficial owner of certain trust certificates, asserts claims against U.S. Bank, National Association (the **Trustee**) of five RMBS trusts: GPMF 2006-AR5, MABS 2006-HE4, SASC 2006-WF1, SASC 2006-WF3 and SASC 2007-WF1 (collectively, hereinafter, the **Trusts**).

This is not the first lawsuit brought by Mr. Finkelstein. In fact, certain of the claims asserted in this lawsuit have been the subject of numerous prior trial court and appellate decisions under a number of different case headings, including a motion to dismiss before this Court (Index No. 650849/2021, NYSCEF Doc. No. 161), an appeal taken from that same motion (*Finkelstein v U.S. Bank, N.A.*, 219 AD3d 401 [1st Dept 2023]), and a motion to amend before this Court (the **Amend Decision**; Index No. 650849/2021, NYSCEF Doc. No. 304; collectively, hereinafter, the **Prior Decisions**). The facts are set forth generally in the Prior Decisions and familiarity is presumed.

Briefly, each of the Trusts in this case is governed by a PSA, which provides that the Trustee had only the duties specifically set forth in the PSAs before a contractually defined EOD should occur – which makes clear that “[a] pre-EOD Trustee’s role is essentially ministerial” (*IKB Intl., S.A. v Wells Fargo Bank, N.A.*, 40 NY3d 277, 285 [2023]):

The Trustee, prior to the occurrence of a Servicer Event of Default or Master Servicer Event of Default and after the curing of all Servicer Events of Default or Master Servicer Events of Termination which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Agreement. The Trust Administrator undertakes to perform such duties and only such duties as are specifically set forth in this Agreement. If a Servicer Event of Default or Master Servicer Event of Default has occurred (which has not been cured) of which a Responsible Officer has knowledge, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(*see, e.g.*, NYSCEF Doc. No. 21, MABS 2006 HE-4 PSA, § 8.01[i]).

In this instant motion, the Trustee has moved to dismiss the following claims: (i) claims based on the Trustee’s alleged failure to enforce repurchase of loans with Representations and Warranties (**R&W**) breaches (**R&W Claims**), (ii) claims based on allegedly defective or incomplete Mortgage Files (**Document Defects**), and (iii) pre-EOD claims based on the Trustee’s breach of the implied covenant of good faith and fair dealing. The Trustee argues, among other things, that dismissal of these claims is required because (i) the plaintiff has failed to properly allege standing under New York’s General Obligations Law (**GOL**) § 13-107 because he has failed to articulate the chain of ownership, (ii) the plaintiff has failed to allege facts sufficient to demonstrate that he is entitled to class action tolling under NY GOL § 13-107 (again because the plaintiff has failed to articulate the chain of ownership), (iv) that various causes of action are

untimely even if the plaintiff is entitled to class action tolling, and (v) that certain claims fail to state a claim as a matter of law.

***I. The plaintiff's failure to allege chain of ownership is not fatal at this stage under GBL § 13-107 as to standing or class action tolling***

On a pre-answer motion to dismiss for lack of standing, the burden lies with the defendant to establish *prima facie* that the plaintiff has no standing to sue (*Credit Suisse Fin. Corp. v Reskakis*, 139 AD3d 509, 510 [1st Dept 2016]).

In support of its motion, the Trustee argues that the plaintiff fails to allege facts sufficient to establish that he has standing to bring the claims asserted in this lawsuit because, in relying on GOL § 13-107, he must articulate the chain of ownership in the complaint. Because he does not do this, the Trustee argues that dismissal is required. The argument fails at this stage of the litigation. It is a defendant's burden to establish *prima facie* that the plaintiff has no standing. The Trustee has come forward with no facts in support of this proposition. In addition, GOL § 13-107 specifically provides that, unless expressly reserved in writing, a transfer of a bond vests in the transferee all claims or demands of the transferor (subject to certain limitations):

***1. Unless expressly reserved in writing, a transfer of any bond shall vest in the transferee all claims or demands of the transferrer, whether or not such claims or demands are known to exist, (a) for damages or rescission against the obligor on such bond, (b) for damages against the trustee or depository under any indenture under which such bond was issued or outstanding, and (c) for damages against any guarantor of the obligation of such obligor, trustee or depository.***

2. As used in this section, "bond" shall mean and include any and all shares and interests in an issue of bonds, notes, debentures or other evidences of indebtedness of individuals, partnerships, associations or corporations, whether or not secured.

3. As used in this section, "indenture" means any mortgage, deed of trust, trust or other indenture, or similar instrument or agreement (including any supplement or amendment

to any of the foregoing), under which bonds as herein defined are issued or outstanding, whether or not any property, real or personal, is, or is to be, pledged, mortgaged, assigned, or conveyed thereunder.

(GOL § 13-107 [emphasis added]).

The question as to whether GOL § 13-107 governs a sale of interests (and thus operates to assign certain rights of action) turns on the application of New York choice of law principles. Put simply, GOL § 13-107 only applies to a transfer when New York law governs that transfer (*see MLRN LLC v U.S. Bank, N.A.*, 217 AD3d 576, 579 [1st Dept 2023]; *Semi-Tech Litig., LLC v Bankers Tr. Co.*, 272 F Supp 2d 319, 330 [SDNY 2003]).

*MLRN LLC v U.S. Bank, N.A.* (217 AD3d 576, 579 [1st Dept 2023]) is instructive. In that case, the Appellate Division held **at summary judgment** that because the defendants did not conclusively establish a lack of standing, dismissal as a matter of law was not appropriate at that stage (*id.* at 578-579 [1st Dept 2023]).

More specifically, the *MLRN* complaint contained a barebones account of the plaintiff's acquisition of the beneficial interests at issue. The plaintiff did not specifically identify in the complaint who previously held the beneficial interests (*i.e.*, the chain of ownership) such that the court could definitely rule on standing or whether certain claims were timely. Instead, the plaintiff in *MLRN* alleged that it received an express assignment of all litigation claims from an investment firm:

6. MLRN acquired RMBS certificates issued by the Covered Trusts, as identified in Exhibit B, with an original face value of approximately \$ 596.6 million dollars (the "Certificates"). MLRN acquired the Certificates and an express assignment of all

litigation claims related to the Certificates from an investment firm. Certificates were acquired on behalf of MLRN, the investment firm, and their advisor, by employees operating out of its New York office through New York-based broker-dealers. All or substantially all of MLRN's and the investment firm's acquisition activity was conducted in its New York office. All or substantially all of the trades through which MLRN and the investment firm acquired the Certificates were transacted via the New York-based Depository Trust and Clearing Corporation.

(Index No. 652712/2018, NYSCEF Doc. No. 14, ¶ 6). As to the motion for summary judgment, the Appellate Division held that, although matters of procedure are governed by the law of the forum state such that standing is generally a procedural matter, the issue of a plaintiff's ownership of RMBS certificates and associated claims is substantive and that it was not conclusive as to the place of contract and the center of gravity test for the 122 trusts at issue in that case:

Although we have stated that matters of procedure are governed by the law of the forum state and that standing is a procedural matter (see *Royal Park Invs. SA/NV v Morgan Stanley*, 165 AD3d 460, 461-462 [1st Dept 2018], lv denied 32 NY3d 1143 [2019]), that rule is not applicable here as the relevant issue is not procedural. Rather, the substantive issue here is which law applies to plaintiff's ownership of the certificates and associated claims. This issue may not be properly resolved by applying the forum law. Instead, the issue is properly resolved by applying New York's choice-of-law rules, which for contractual choice-of-law disputes applies a "center of gravity" or "grouping of contacts" approach that determines the state with the most significant relationship to the relevant contract. We reject defendant's argument that the record demonstrates that the relevant contracts were made in Texas and under Texas contract law. The record evidence is not conclusive as to the place of contracting and center of gravity with respect to the 122 certificates (see *Zurich Ins. Co. v Shearson Lehman Hutton*, 84 NY2d 309, 317 [1994]). Thus, it is premature to rule on summary judgment with respect to the plaintiff's ownership of the claims and the related standing to assert them.

(*id.*, 217 AD3d at 578-579). The complaint (NYSCEF Doc. No. 4) alleges that the plaintiff purchased (in New York, where the plaintiff has his permanent residence) the beneficial ownership interests in the relevant certificates after the Trusts closed:

20. Investors, like Plaintiff, that purchased certificates issued by the Trusts are express third-party beneficiaries of the Governing Agreements.

21. Plaintiff purchased the beneficial ownership of the certificates at issue in this action at various times after the Trusts closed. The transactions by which Plaintiff purchased the certificates at issue in this action occurred in New York, New York, where Plaintiff has his permanent residence.

22. Under GOL 13-107, the claims against U.S. Bank as trustee of all previous beneficial owners of the certificates passed to Plaintiff.

23. The certificates issued by the Trusts that are at issue in this action have a total initial face value of approximately \$56 million.

(NYSCEF Doc. No. 4, ¶¶ 20-23).

Affording the plaintiff every favorable inference as the Court must at this stage of the litigation (*Leon v Martinez*, 84 NY2d 83, 87-88 [1994]), this is sufficient at this stage of the litigation.

However, following discovery, should the Trustee have a basis upon which to renew its motion, leave is granted to the Trustee to renew its motion based on lack of standing.

The Court further notes that the Trustee leans too heavily into a certain letter proffered by the plaintiff that authorizes the plaintiff to “take any and all actions and exercise any and all rights and remedies that Cede & Co. as the holder of record of the Note[s] is entitled to take” (the **Cede Letter**; NYSCEF Doc. No. 29). As the plaintiff made clear at oral argument (*tr.* 6.10.24), the Cede Letter is remanent of the past – a letter of authorization from the record owner – not a document offered to establish beneficial ownership or otherwise indicate chain of ownership (*see Royal Park Investments SA/NV v Deutsche Bank Natl. Tr. Co.*, 2018 WL 1750595, at \*15 [SDNY Apr. 11, 2018] [acknowledging the role of Cede & Co. in connection with RMBS certificates, in that they “are held in ‘book entry’ form by the Depository Trust Company, often

only in the name of DTC's nominee, Cede & Co., and not in the name of the ultimate beneficial owners"').

The Trustee is also not entitled to dismissal of all claims based on its argument that the plaintiff has not established its entitlement to class action tolling because it has not alleged the chain of ownership. It is indeed true that once a defendant establishes *prima facie* that the statute of limitations on the claims asserted against it expired before the filing of suit, the burden then shifts to the plaintiff to raise an issue of fact as to whether the statute of limitations was tolled or otherwise inapplicable as to each defendant (*Wilson v Southampton Urgent Med.-Care, P.C.*, 112 AD3d 499, 500 [1st Dept 2013]; *HSBC Bank USA, N.A. v Francis*, 214 AD3d 58, 61 [2d Dept 2023]; *Barry v Cadman Towers, Inc.*, 136 AD3d 951, 952 [2d Dept 2016]). In his opposition papers, the plaintiff has however indicated that the Trusts and claims at issue were included in the *Blackrock* class actions (which fact the Trustee does not dispute), and the plaintiff further indicates that these Trusts and claims did not shed the benefit of class action tolling when he acquired them pursuant to GOL § 13-107 (*see Bluebird Partners, L.P. v First Fid. Bank, N.A.* (97 NY2d 456 [2002])). Giving the plaintiff the benefit of every favorable inference as the Court must at this stage of the litigation, the plaintiff has met its burden at this stage of the litigation and the Trustee's argument for dismissal at this stage thus fails.

***II. The Statute of Limitations nonetheless requires dismissal of many of the claims.***

The federal *Blackrock* action is alleged to have tolled the relevant periods by 176 days (from filing on November 24, 2014, until May 18, 2015, when the trusts were dismissed) (*Blackrock Allocation Target Shares: Series S Portfolio v. U.S. Bank Nat'l Ass'n*, 2015 WL 2359319, at \*6

[SD NY May 18, 2015]). For the follow-on state *Blackrock* action, tolling is alleged (for document-defect claims and post-EOD claims) to have lasted 944 days (from filing on June 19, 2015, until January 17, 2018, when the court dismissed the claims from the case) (*Blackrock Balanced Cap. Portfolio (FI) v. U.S. Bank Nat'l Ass'n*, 2018 WL 452001, at \*3, 6 [NY Sup. Ct., Jan. 17, 2018], *aff'd in part and modified in part*, 165 A.D.3d 526 [1st Dept 2018]). Thus, the *Blackrock* actions resulted in at most 1,120 days of tolling.

If the claims had not yet lapsed by March 20, 2020, they were further tolled from March 20, 2020, through November 3, 2020 (*i.e.*, 229 days) (*Murphy v. Harris*, 210 A.D.3d 410, 411 [1st Dept 2022]). 1349 days is thus the maximum possible tolling figure (1,120 from class actions and 229 from COVID-19 tolling). This action was instituted by the filing of Summons with Notice (NYSCEF Doc. No. 1) on October 7, 2022.

### **Post-EOD Claims**

#### *R&W Claims.*

R&W Claims, which by their terms do not survive closing, are breached, if at all, on the date of closing (*ACE Sec. Corp. v DB Structured Products, Inc.*, 25 NY3d 581, 595 [2015]). Inasmuch as the Trustee's recourse is to sue the obligor, the action as against the obligor must be brought within six years of the closing. As against the Trustee for failing to bring an action against the obligor, this must be brought within six years of that date – or twelve years following the closing. GPMF 2006-AR5 closed on September 29, 2006, and the latest the claim could have been brought against the Trustee in GPMF 2006-AR5 was September 29, 2018, absent tolling. MABS 2006-HE4 closed on November 30, 2006, and the latest the claim could have been

brought against the Trustee in MABS 2006-HE4 was November 30, 2018, absent tolling. SASC 2006-WF1 closed on March 30, 2006, and the latest the claim could have been brought against the Trustee in SASC 2006-WF1 was March 30, 2018, absent tolling. SASC 2006-WF3 closed on September 29, 2006, and the latest the claim could have been brought against the Trustee in SASC 2006-WF3 was September 29, 2018, absent tolling. SASC 2007-WF1 closed on March 30, 2007, and the latest the claim could have been brought against the Trustee in SASC 2007-WF1 was March 30, 2019, absent tolling.

Even assuming 1,349 days of class action tolling, the R&W claims asserted against the Trustee in GPMF 2006-AR5 (untimely as of June 9, 2022), MABS 2006-HE4 (untimely as of August 10, 2022) and SASC 2006-WF1 (untimely as of December 8, 2021) must be dismissed<sup>1</sup>

### **Pre-EOD Claims**

#### *Document Defect Claim as to MABS 2006-HE4.*

The Trustee argues that document defect claims brought as to the Trustee in MABS 2006-HE4 must also be dismissed as untimely. More specifically, the Trustee argues that under the Court of Appeals rationale set forth in *ACE Sec. Corp.*, document defect claims (like the representation and warranty claims at issue in *Ace Sec. Corp.*) accrued, if at all, at closing and not when the Obligor breached its cure obligations as to each Mortgage File because the repurchase obligation is not a distinct and continuing obligation that is breached every time the Obligor refuses to cure or repurchase a non-conforming loan (*c.f.* NYSCEF Doc. No. 37, at 7-8; NYSCEF Doc. No. 38, at 5-6; *ACE Sec. Corp. v DB Structured Products, Inc.*, 25 NY3d 581, 595 [2015]; *id.*, at 594).

<sup>1</sup> The Court notes that the possible addition of the 32 days between the end of the federal *Blackrock* and the beginning of the state *Blackrock* cases does not change this outcome.

The court agrees. To the extent a claim accrued, it accrued at closing and claims asserted against the Trustee in MABS 2006-HE4 were untimely as of August 10, 2022. Thus, this claim too must be dismissed as untimely.

**III. Document Defect Claims fail for four Trusts for lack of an Enforcement Duty; for the fifth Trust, such Duty was triggered by Written Notice from the Custodian.**

The Trustee alleges that dismissal of all Document Defect claims is required as to the four Trusts (GPMF 2006-AR5, SASC 2006-WF1, SASC 2006-WF3, and SASC 2007-WF1) where no pre-EOD enforcement duty is set forth in the relevant PSA. And, that in fact, only one Trust, MABS 2006-HE4, contains a pre-EOD enforcement duty in connection with Document Defects under Section 2.02 of that Trust's PSA:

SECTION 2.03. Repurchase or Substitution of Mortgage Loans by an Originator or the Seller.

*Upon receipt of written notice from the Custodian of any materially defective document in, or that a document is missing from, a Mortgage File or from the Depositor, a Servicer, the Master Servicer, the Trust Administrator or the Custodian of the breach by an Originator or the Seller of any representation, warranty or covenant under the related Originator Master Agreement or Assignment Agreement, as applicable (including any representation, warranty or covenant regarding the Prepayment Charge Schedule), in respect of any Mortgage Loan that materially adversely affects the value of such Mortgage Loan or the interest therein of the Certificateholders, the Trustee shall promptly notify such Originator, the Trust Administrator, the NIMS Insurer, the Seller, the Servicer and the Master Servicer of such defect, missing document or breach and request that the related Originator or the Seller, as applicable, deliver such missing document or cure such defect or breach within 90 days from the date such Originator or the Seller, as applicable, was notified of such missing document, defect or breach, and if the Trustee receives written notice from the Depositor, a Servicer, the Master Servicer, the Trust Administrator or the Custodian, that the related Originator or the Seller, as applicable, has not delivered such missing document or cured such defect or breach in all material respects during such period, the Trustee shall enforce the obligations of such Originator or the Seller, as applicable, under the related Master Agreement or Assignment Agreement to repurchase such Mortgage Loan from REMIC I at the Purchase Price The Purchase Price for the repurchased Mortgage Loan shall be remitted to the Servicer for*

deposit in the Collection Account and the Trustee (or the Custodian on behalf of the Trustee), upon receipt of written certification from the Servicer of such deposit, shall release to the related Originator or the Seller, as applicable, the related Mortgage File and the Trustee shall execute and deliver such instruments of transfer or assignment, in each case without recourse, as the related Originator or the Seller, as applicable, shall furnish to it and as shall be necessary to vest in such Originator or the Seller, as applicable, any Mortgage Loan released pursuant hereto. In furtherance of the foregoing, if an Originator or the Seller, as applicable, is not a member of MERS and repurchases a Mortgage Loan which is registered on the MERS® System, the related Originator or the Seller, as applicable, at its own expense and without any right of reimbursement, shall cause MERS to execute and deliver an assignment of the Mortgage in recordable form to transfer the Mortgage from MERS to the related Originator or the Seller, as applicable, and shall cause such Mortgage to be removed from registration on the MERS® System in accordance with MERS' rules and regulations. Neither the Trustee nor the Custodian shall have any further responsibility with regard to such Mortgage File. In lieu of repurchasing any such Mortgage Loan as provided above, if so provided in the related Originator Master Agreement or Assignment Agreement, an Originator or the Seller, as applicable, may cause such Mortgage Loan to be removed from REMIC I (in which case it shall become a Deleted Mortgage Loan) and substitute one or more Qualified Substitute Mortgage Loans in the manner and subject to the limitations set forth in Section 2.03(b); provided, however, the related Originator or the Seller, as applicable, may not substitute a Qualified Substitute Mortgage Loan for any Deleted Mortgage Loan that violates any predatory or abusive lending law. It is understood and agreed that the obligation of the Originators or the Seller, as applicable, to cure or to repurchase (or to substitute for) any Mortgage Loan as to which a document is missing, a material defect in a constituent document exists or as to which such a breach has occurred and is continuing shall constitute the sole remedy respecting such omission, defect or breach available to the Trustee and the Certificateholders.

(MABS 2006-HE4 PSA, § 2.03 [emphasis added]). As to the four Trusts which do not have a specific pre-EOD enforcement obligation, the Trustee is correct, these claims can not be asserted and are thus dismissed.

As to MABS 2006-HE4 PSA, however, dismissal is not appropriate. The plaintiff alleges that the Trustee did in fact receive the requisite written notice such that, as to this Trust, the Trustee's enforcement duty was triggered (*see* NYSCEF Doc. No. 47, at 15, NYSCEF Doc. No. 4, ¶ 92).

To the extent that the Trustee indicates that the allegations as to Section 2.03 notice are not

sufficiently detailed, this argument fails at this stage of the proceeding (*see, e.g.*, NYSCEF Doc. No. 4, ¶ 92; *cf. Finkelstein v U.S. Bank, N.A.*, 219 AD3d 401, 403 [1st Dept 2023]).<sup>2</sup>

#### IV. Pre-EOD Implied Covenant Claims fail as a Matter of Law.

The New York Court of Appeals has addressed an RMBS trustee's role pre-EOD, finding that except as otherwise expressly provided in the PSAs, it is essentially ministerial: a trustee has only a duty to avoid conflicts of interest and a duty to perform their ministerial tasks with due care (*IKB Intl., S.A. v Wells Fargo Bank, N.A.*, 40 NY3d 277, 285 [2023]). In this case, the PSAs set forth an exclusive list of specific duties that the Trustee must comply with in the pre-EOD context and also provide that no implied covenants or obligations were to be read into the Trustee's responsibilities (*see, e.g.*, NYSCEF Doc. No. 21, MABS 2006-HE4 PSA, § 8.01[i]).

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<sup>2</sup> In *Finkelstein*, the Appellate Division held:

Plaintiff did not allege that defendant's document defect enforcement duty was triggered as to the two BAFC Trusts. The PSAs for those trusts conditioned the enforcement duty on receipt of written notice of a failure to cure a document defect. Such notice must be provided before a suit is filed (*see U.S. Bank N.A. v DLJ Mtge. Capital, Inc.*, 38 NY3d 169, 181-183 [2022]). While the complaint alleged that defendant had knowledge of the defects, it did not allege that information about the defects was provided to defendant in writing (*see DLJ*, 38 NY3d at 181; *Phoenix Light SF Ltd. v Bank of N.Y. Mellon*, 2017 WL 3973951, \*16-17, 2017 US Dist LEXIS 145044, \*43-47 [SD NY, Sept. 7, 2017, No. 14-CV-10104 (VEC)]; *see also American Mfrs. Mut. Ins. Co. v CMA Enters.*, 246 AD2d 373, 373 [1st Dept 1998]). The allegations relying on the written certifications prepared by defendant or its agents were insufficient to state a claim. Those documents did not constitute written notice under the PSAs, as it makes little sense for a party to provide written notice to itself (*see Western & S. Life Ins. Co.*, 209 AD3d at 16-17; *Phoenix Light SF Ltd.*, 2017 WL 3973951, \*17, 2017 US Dist LEXIS 145044, \*46). Further, a contrary interpretation would render the requirement of written notice meaningless, as defendant was already charged with reviewing the documents received and identifying defects in written certifications (*see Matter of Columbus Park Corp. v Department of Hous. Preserv. & Dev. of City of N.Y.*, 80 NY2d 19, 30-31 [1992]).


(*Finkelstein v U.S. Bank, N.A.*, 219 AD3d 401, 403 [1st Dept 2023]). Put another way, in that case, the plaintiff failed to allege that written notice had in fact been sent triggering the obligation. That is the opposite to what it alleged here (NYSCEF Doc. No. 4, ¶¶ 92-162).

The Trustee moves under *IKB* for dismissal of these claims, and the plaintiff does not dispute *IKB*'s applicability. As such, the pre-EOD implied claims are dismissed.

The Court has considered the parties' remaining arguments and finds them unavailing.

Accordingly, it is hereby

ORDERED that the motion to dismiss is granted solely to the extent set forth in this decision and order.

  
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6/14/2024  
DATE

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ANDREW BORROK, J.S.C.

CHECK ONE:

CASE DISPOSED

GRANTED

SETTLE ORDER

INCLUDES TRANSFER/REASSIGN

DENIED

NON-FINAL DISPOSITION

GRANTED IN PART

SUBMIT ORDER

FIDUCIARY APPOINTMENT

OTHER

REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: