

Fidelity Natl. Title Ins. Co. v Barrister Land, LLC

2025 NY Slip Op 31928(U)

May 21, 2025

Supreme Court, New York County

Docket Number: Index No. 653821/2023

Judge: Arlene P. Bluth

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This opinion is uncorrected and not selected for official publication.

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

PRESENT: HON. ARLENE P. BLUTH PART 14

Justice

-----X

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Plaintiff,

- v -

BARRISTER LAND, LLC,

Defendant.

-----X

INDEX NO. 653821/2023

MOTION DATE 05/16/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 were read on this motion to/for STRIKE PLEADINGS.

Plaintiff’s motion to strike defendant’s complaint is decided as described below.

Background

Plaintiff alleges that defendant was its policy issuing agent in connection with the issuance of a title insurance policy. It contends that defendant failed to act in accordance with recognized title insurance underwriting practices which resulted in a loss to plaintiff in the amount of \$119,070.55. Plaintiff says that the property in question was conveyed from an individual (Keith Bleasdel) to himself and Colin Bleasdel (Keith’s son) as joint tenants with a right of survivorship in a 2012 deed. It contends that Colin then executed a mortgage on the property in the amount of \$750,000 in February 2013 and defendant issued a loan policy of title insurance underwritten by plaintiff for \$500,000 related to this transaction. Plaintiff maintains that the mortgage was assigned to another entity (“RMS”) in December 2015 and that RMS therefore became plaintiff’s insured under the loan policy.

Apparently, RMS later discovered that Keith had passed away in 2013, six days before Colin executed the subject mortgage and that a power of attorney dated November 16, 2011 (in which Keith nominated Colin as his agent and attorney-in-fact) was not recorded until after Keith passed away. RMS also allegedly found out that the Colin did not execute the mortgage in his individual capacity despite the fact that he had an interest in the property starting with the 2012 deed.

Keith's widow (and Colin's mother) filed an action in March 2013 asserting that Colin had fraudulently caused the property to be transferred to both Keith and Colin via a fraudulent signature. Keith's widow alleged that she was deprived of her fifty percent interest in the property. After subsequent litigation involving Keith's widow, Colin and other heirs, a settlement was reached in which Keith's heirs received \$6,250 each in exchange for an admission that RMS had an equitable mortgage against the property. Colin was also granted ownership of the property in fee simple. Plaintiff explains it incurred a loss from the settlement payments and the legal fees incurred in connection with the litigation. Plaintiff contends that defendant failed to ensure that Keith was still alive at the time of the relevant transaction and failed to check that the power of attorney was properly recorded.

In this motion, plaintiff argues that it served defendant with various discovery demands and that defendant failed to respond despite multiple court-ordered discovery stipulations that set deadlines for its responses.

In response, defendant claims it has now responded to the outstanding discovery and has therefore not acted in a wilful or contumacious manner required in order to strike its pleading. It attaches a copy of its response to the discovery demands dated May 9, 2025 (NYSCEF Doc. No. 48).

In reply, plaintiff claims that defendant's belated response is still insufficient. It points out that the responses to the interrogatories are not sworn to by defendant. It maintains that defendant failed to provide insurance information, failed to specifically identify the knowledge possessed by the six witnesses identified by defendant, failed to provide documents and that defendant vaguely pointed to some other set of responsive documents it has not yet produced. Plaintiff asks the Court to strike the answer or, in the alternative, to require defendant to fully respond with 7 days.

Discussion

The Court grants the motion only to the extent that defendant must fully comply on or before May 28, 2025. That means that the interrogatory responses must be signed by the client (not the attorney), it must provide insurance information, it must detail the knowledge possessed by the six individuals identified by defendant, it must provide documents (plaintiff explains that the link to the documents was broken), and defendant must turn over all documents in its possession by May 28, 2025. As plaintiff points out, these requests have been pending for more than a year and so defendant has had more than enough time to gather documents.

If defendant does not comply, then plaintiff may make another motion to strike. The Court cannot *sua sponte* strike an answer via a letter. The Court emphasizes that it is now time for defendant to approach this matter with the seriousness required by a litigation. Plaintiff made valid demands back in February 2024 and defendant offered belated and unsatisfactory responses in May 2025. That does not show a good faith effort to comply with discovery demands and resolve this case on the merits. Defendant now has one more chance to meaningfully participate


in discovery. Any attempt to comply only in response to the next motion, as defendant did here, will be viewed as too little and too late. Enough is enough.

Accordingly, it is hereby

ORDERED that plaintiff's motion is granted only to the extent that defendant has until May 28, 2025 to fully comply with the directive in this decision.

A new conference date will be set in the upcoming conference order.

5/21/2025
 DATE


 ARLENE P. BLUTH, J.S.C.

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input checked="" type="checkbox"/>	GRANTED IN PART
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	SUBMIT ORDER
			<input type="checkbox"/>	FIDUCIARY APPOINTMENT
				OTHER
				REFERENCE