Brean Asset Backed Sec. Trust 2021-RM1 v Alleyne

2025 NY Slip Op 35216(U)

December 29, 2025

Supreme Court, Kings County

Docket Number: Index No. 515716/2023

Judge: Menachem M. Mirocznik

At IAS Part FRP5 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse located at 360 Adams Street, Brooklyn, NY 11201, on the 29th of December 2025

PRESENT: HON. MENACHEM M. MIROCZNIK
JUSTICE OF THE SUPREME COURT

BREAN ASSEST BACKED SECURITIES TRUST 2021-RM1,

Plaintiff,

-against-

RODMAN A. ALLEYNE, AS ADMINISTRATOR, HEIR AND DISTRIBUTEE OF THE ESTATE OF CARMEN ROWENA JONES A/K/A CARMEN R. JONES; BENTLEY ALLEYNE, AS HEIR AND DISTRIBUTEE OF THE ESTATE OF CARMEN ROWENA JONES A/K/A CARMEN R. JONES; MAXINE GREENIDGE, AS HEIR AND DISTRIBUTEE OF THE ESTATE OF CARMEN ROWENA JONES A/K/A CARMEN R. JONES; GLENN GREENRIDGE, AS HEIR AND DISTRIBUTEE OF THE ESTATE OF CARMEN ROWENA JONES A/K/A CARMEN R. JONES; ESTHER ALLEYNE, AS HEIR AND DISTRIBUTEE OF THE ESTATE OF CARMEN ROWENA JONES A/K/A CARMEN R. JONES; LEROY ALLEYNE AS HEIR AND DISTRIBUTEE OF THE ESTATE OF CARMEN ROWENA JONES A/K/A CARMEN R. JONES; GLORIA ALLEYNE AS HEIR AND DISTRIBUTEE OF THE ESTATE OF CARMEN ROWENA JONES A/K/A CARMEN R. JONES; BEAUFOY FARLEY, AS HEIR AND DISTRIBUTEE OF THE ESTATE OF CARMEN ROWENA JONES A/K/A CARMEN R. JONES; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; NEW YORK CITY ENVIORNMENTAL CONTROL BOARD; NEW YORK CITY PARKING VIOLATIONS BUREAU; NEW YORK CITY TRANSIT ADJUDICATION BUREAU; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA, "John Doe #1" through "JANE DOE #12," the last twelve names being fictitious and unknown to plaintiff, the

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Decision and Order
(Motion Seq. 1)

persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises, described in the complaint, Defendants

Defendant.

Papers	Numbered
Notice of Motion	NYSCEF Doc. 93-116
Opposition Papers	NYSCEF Doc. 117-128
Reply Papers	NYSCEF Doc. 129

Upon the foregoing papers, the motion is determined in accordance with this Decision and Order as follows:

Relevant Procedural and Factual History

This action was commenced on May 30, 2023, seeking to foreclose a reverse mortgage (the "mortgage") executed by non-party Carmen Rowena Jones A/K/A Carmen R. Jones (the "decedent") which encumbers the property known as 180 Hancock Street, Brooklyn, NY 11216 (the "property"). Decedent died on April 3, 2022.

The following defendants were served on the dates indication:

Name	Date Served	Method	AOS Filed
Bentley Alleyne, as heir and distributee	6/6/2023	CPLR 308[2]	6/14/2023
Secretary of HUD	6/7/2023	CPLR 311[a]	6/14/2023
NYC Transit Adjudication Bureau	6/7/2023	CPLR 311[a]	6/14/2023
Leroy Alleyne, as heir and distributee	6/8/2023	CPLR 308[2]	6/14/2023
NYC Environmental Control Board;	6/8/2023	CPLR 311[a]	6/26/2023
NYC Parking Violations Bureau	6/8/2023	CPLR 311[a]	6/26/2023
NYS Department of Taxation and Finance	6/8/2023	CPLR 311[a]	6/14/2023
United States of America	6/13/2023	CPLR 311[a]	6/14/2023
Rodman Alleyne, as heir and distributee	6/17/2023	CPLR 308[2]	6/28/2023
John Doe (Refused Name) 1-10	6/19/2023	CPLR 308[1]	6/28/2023
Maxine Greenidge, as heir and distributee	7/5/2023	CPLR 308[2]	7/12/2023
Esther Alleyne, as heir and distributee	9/9/2023	CPLR 308[4]	9/15/2023
Beaufoy Farley, as heir and distributee	9/9/2023	CPLR 308[4]	9/15/2023
Glenn Greenidge, as heir and distributee	10/24/2023	CPLR 308[4]	10/27/2023
Gloria Alleyne, as heir and distributee	10/31/2024	CPLR 308[1]	11/4/2024
Heirs And Distributees	N/A	N/A	N/A

On July 13, 2023, Rodman A. Alleyne, as administrator, heir and distributee of the estate

of decedent ("defendant") joined issue with service of an answer asserting various affirmative defenses including standing and non-compliance with RPAPL 1304 and notice of default provision of the mortgage.

On October 15, 2024, plaintiff filed a specialized request for judicial intervention seeking the scheduling of settlement conferences pursuant to CPLR 3408, despite the property not being owner occupied due to decedents death and further evidenced by the affidavits of service, settlement conferences.

Settlement conferences were held on November 11, 2024, November 26, 2024, January 29, 2025, and March 6, 2025, after which conferences were marked held.

On June 20, 2025, non-party U.S. Bank Trust Company National Association, not in its individual capacity but solely in its capacity as owner trustee on behalf of Brean Asset Backed Securities Trust 2021-RM1 ("non-party US Bank") filed the instant motion seeking summary judgment, to appoint a referee to compute, to substitute the known names of the John Doe defendants, to substitute US Bank as plaintiff and for a default judgment against the non-answering defendants.

In support of the motion, plaintiff annexes the affidavit of Kinsey Bartlett ("Ms. Bartlett" or "Bartlett Affidavit"), a purported Assistant Secretary of Compu-Link d/b/a Celink ("Celink"), the alleged attorney in fact and servicer for non-party US Bank. non-party US Bank contends that it established entitlement to relief with the production of the note, mortgage and evidence of defendant's default under the subject mortgage. non-party US Bank further argues that the subject mortgage is not a home loan and therefore compliance with RPAPL 1304 and RPAPL 1306 are not required, that the Bartlett Affidavit is sufficient to demonstrate that plaintiff sent the required notice of default and plaintiff had standing when it commenced the action which is established by annexing same to complaint and with Bartlett Affidavit.

Defendant opposes the motion contending that plaintiff failed to establish prima facie that it mailed notice of default in as much as no such letter is annexed to its motion and that non-party US Bank does not offer proof of mailing from USPS or certified mailing receipts and the Bartlett Affidavit is insufficient to demonstrating mailing. Defendant further argues that non-party US Bank failed to establish that plaintiff had standing when it commenced this action the Bartlett Affidavit is insufficient to support the claim that plaintiff had standing. Defendant notes that US Bank failed to attach an affidavit from the custodian of the note, chain of endorsements.

In reply, non-party US Bank argues that defendant's arguments fail to raise an issue of fact. Specifically, US Bank argues that it need not give specifics as to the delivery of the note given the attachment of the note to the complaint and the Bartlett Affidavit is sufficient and attests to plaintiff's possession of the note endorsed in blank with allonges firmly affixed thereto. US Bank further argues that because defendant is not the borrower he may not assert that failure to send a notice of default or non-compliance with RPAPL 1304 as a defense and in any case the Bartlett Affidavit which attests to alleged mailing practices and procedures is sufficient to establish mailing. Lastly, non-party US Bank argus that defendant's challenges to the sums due are insufficient to preclude judgment and are properly raised before a referee appointed to compute.

Discussion

I. Standard of Review

"As we have stated frequently, the proponent of a summary judgment motion must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to demonstrate the absence of any material issues of fact...Failure to make such prima facie showing requires a denial of the motion, regardless of the sufficiency of the opposing papers...Once this showing has been made, however, the burden shifts to the party opposing the motion for summary judgment to produce evidentiary proof in admissible form sufficient to establish the existence of material issues of fact which require a trial of the action." *Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986][citations omitted]; See also *Zuckerman v. New York*, 49 NY2d 557 [1980]

"Summary judgment is a "drastic remedy" that should be granted only where the moving party has tender[ed] sufficient evidence to demonstrate the absence of any material issue of fact...Even then, summary judgment should be granted only if, upon the moving party's meeting this burden, the non-moving party fails to establish the existence of material issues of fact which require a trial of the action...Issue finding, not issue deciding, is the court's purpose at the summary judgment stage...Thus, [w]here the court entertains any doubt as to whether a triable issue of fact exists, summary judgment should be denied...When ruling on a motion for summary judgment, the deciding court must view the facts "in the light most favorable to the non-moving party" *U.S. Bank N.A. v DLJ Mtge. Capital, Inc.*, 38 NY3d 169 [2022][internal citations and quotation marks omitted]

"[A] motion for summary judgment will not be granted if it depends on proof that would be inadmissible at the trial under some exclusionary rule of evidence...Records made in the regular course of business are hearsay when offered for the truth of their contents...When a party relies upon the business records exception to the hearsay rule in attempting to establish its prima facie case, '[a] proper foundation for the admission of a business record must be provided by someone with personal knowledge of the maker's business practices and procedures." *HSBC Bank USA, N.A. v Vasishta*, 241 AD3d 1299 [2d Dept 2025][internal citations and quotation marks omitted]

"Generally, in moving for summary judgment in an action to foreclose a mortgage, a plaintiff establishes its prima facie case through the production of the mortgage, the unpaid note, and evidence of default" *Hudson City Sav. Bank v Genuth*, 148 AD3d 687 [2d Dept. 2017]. This showing shifts the burden to the non-movant to present evidence in admissible form sufficient to raise a material issue of fact requiring a trial. See *Gesuale v. Campanelli & Assocs., P.C.*, 126 AD3d 936 [2d Dept 2015]

II. Non-party US Bank failed to demonstrate the authority of it's affiant.

Non-Party US Bank does not proffer an affidavit of plaintiff and relies on the testimony of Ms. Bartlett of Celink the alleged attorney in fact and servicer of US Bank. However, the power of attorney annexed to the moving papers is expressly limited to acts that are "required or permitted under the terms of the Servicing Agreement" which has not been proffered. Therefore, US Bank failed to establish that Celink and Ms. Bartlett have authority to act for plaintiff or US Bank.

This alone mandates denied of the motion. See e.g. *HSBC Bank USA, N.A. v. Betts*, 67 Ad3d 735 [2d Dept 2009]; *Citibank, N.A. v Herman*, 215 AD3d 626 [2d Dept 2023]; *US Bank N.A. v Cusati*, 185 AD3d 870 [2d Dept 2020]; See also *U.S. Bank N.A. v Tesoriero*, 204 AD3d 1066 [2d Dept 2022]["the limited power of attorney submitted…restricted and conditioned its authority based on the terms of other agreements which were not provided by the plaintiff. Thus, the limited power of attorney was insufficient to demonstrate that Nationstar possessed the authority to act on behalf of the plaintiff"]

III. Non-party US Bank failed to demonstrate plaintiff had standing when the action was commenced.

"Where, as here, the plaintiff's standing has been placed in issue by the defendant's answer, the plaintiff must prove its standing as part of its prima facie showing on a motion for summary judgment." *U.S. Bank N.A. v Moulton*, 179 AD3d 734, 736 [2d Dept 2020]; See also *Deutsche Bank Nat. Tr. Co. v Brewton*, 142 AD3d 683, 684 [2d Dept 2016]["Where, as here, standing is put into issue by a defendant, the plaintiff must prove its standing in order to be entitled to relief"]

"A plaintiff has standing to commence a foreclosure action where it is the holder or assignee of the underlying note, either by physical delivery or execution of a written assignment prior to the commencement of the action with the filing of the complaint…Thus, a plaintiff may demonstrate its standing in a foreclosure action through proof that it was in possession of the subject note endorsed in blank, or the subject note and a firmly affixed allonge endorsed in blank, at the time of commencement of the action" *US Bank Tr., N.A. v Loring*, 193 AD3d 1101 [2d Dept 2021][internal citations omitted]

"A "holder" is 'the person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession…Pursuant to article 3 of the Uniform Commercial Code, a note can be endorsed, or signed over, to a new owner. A note can also be endorsed in blank, naming no specific payee, which makes it a bearer instrument under article 3 of the Uniform Commercial Code, so that any party that possesses the note has the legal authority to enforce it." *U.S. Bank N.A. v Moulton*, 179 AD3d 734 [2d Dept 2020][internal citations and quotation marks omitted]; NY UCC 1-201(21); See also *U.S. Bank N.A. for Citigroup Mtge. Loan Tr., Inc., 2006-NC2 v Brody*, 156 AD3d 839 [2d Dept 2017]["A "holder" is 'the person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession"]

In general, a plaintiff can establish prima facie that it had standing to commence the action by annexing a copy of the subject note, endorsed in blank, to the complaint. *U.S. Bank N.A. v Auguste*, 173 AD3d 930 [2d Dept 2019]; *Bank of New York Mellon v Swift*, 213 AD3d 624 [2d Dept 2023]; *Selene Fin., L.P. v Coleman*, 187 AD3d 1082 [2d Dept 2020]; *U.S. Bank N.A. v Rozo-Castellanos*, 201 AD3d 995 [2d Dept 2022]

Therefore, attachment of the note endorsed in blank would generally be sufficient to establish standing to commence this action. However, the analysis does not conclude there.

Here, the endorsement in blank is on an "allonge". Therefore, to establish standing, US Bank was required to demonstrate that plaintiff was in possession of the note with allonge endorsed

in blank which was "firmly affixed" to the note so as to become a part thereof. US Bank offers no admissible evidence that the allonge was firmly affixed to the note.

The complaint in this action asserts in a conclusory manner that "Plaintiff is the owner and holder of said note and mortgage or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the said note and mortgage." The complaint makes no reference to the note being endorsed or that the allonge was firmly affixed thereto. While Ms. Bartlett contends based on an alleged review of business records that the "Note contains allonges which is firmly affixed to the Note" and to plaintiff's alleged possession, that same is inadmissible.

"Although, [t]he foundation for admission of a business record usually is provided by the testimony of the custodian, the author or some other witness familiar with the practices and procedures of the particular business…it is the business record itself, not the foundational affidavit, that serves as proof of the matter…Accordingly, [e]vidence of the contents of business records is admissible only where the records themselves are introduced…Without their introduction, a witness's testimony as to the contents of the records is inadmissible hearsay" *Bank of NY Mellon v Gordon*, 171 AD3d 197 [2d Dept 2019][internal citations and quotation marks omitted]; See also See *U.S. Bank N.A. v Pickering-Robinson*, 197 AD3d 757 [2d Dept 2021]; *Deutsche Bank Trust Co. Ams. v Miller*, 198 AD3d 867 [2d Dept 2021]

Here, Ms. Bartlett does not annex any business records she claims to have reviewed to substantiate that plaintiff was in possession of the note with allonge endorsed in blank that was "so firmly affixed thereto as to become a part thereof." Therefore, US Bank failed to establish prima facie that plaintiff had standing to commence this action. See *Nationstar Mtge., LLC v Calomarde,* 201 AD3d 940, 942 [2d Dept 2022] ["Although the plaintiff attached to the complaint copies of the note and an undated purported allonge endorsed in blank, the plaintiff did not demonstrate that the purported allonge, which was on a piece of paper completely separate from the note, was "so firmly affixed thereto as to become a part thereof," as required by UCC 3-202 (2)"]; See also *LNV Corp. v Almberg*, 194 AD3d 703, 704 [2d Dept 2021]["Here…the plaintiff failed, prima facie, to establish its standing to commence this action. The copy of the note submitted in support of the plaintiff's motion contained two additional pages, the first entitled "Allonge to Note" and the second entitled "Note Allonge." However, as the defendants correctly contend, the plaintiff did not submit any evidence to indicate that the purported allonges were so firmly affixed to the note so as to become a part thereof…"]

IV. Non-Party US Bank failed to demonstrate entitlement to substitution and to make the instant motion

Non-Party US Bank failed to establish it has standing to even make this motion or continue this action. While non-party US Bank submits an assignment of mortgage from plaintiff to US Bank that also purports to assign the subject note, non-party US Bank submits no evidence that plaintiff was ever the assignee of the note and Ms. Bartlett does not allege that non-party US Bank is in possession of properly endorsed note.

Therefore, non-party US Bank failed to establish it has standing to make this motion, to maintain this action or to be substituted as party plaintiff. *See e.g. Citicorp Mortg. v Adams*, 153 AD3d 779 [2d Dept 2017]["Here, the plaintiff failed to demonstrate that it transferred its interest

in the action to FNMA and, therefore, the Supreme Court improvidently exercised its discretion in granting the plaintiff's motion pursuant to CPLR 1018"]; *U.S. Bank N.A. v Medina*, 230 AD3d 1371 [2d Dept 2024]["U.S. Bank also failed to establish that the caption should be amended to substitute U.S. Bank as the plaintiff. Leave to amend a caption to substitute an assignee for the plaintiff may properly be granted upon evidence that the mortgage and underlying debt were assigned to the assignee"]; *Citimortgage, Inc. v Bredehorn*, 160 AD3d 803 [2d Dept 2018]["The Supreme Court improvidently exercised its discretion in granting that branch of the plaintiff's motion...to amend the caption by substituting FNMA as the plaintiff...Although the plaintiff submitted evidence that the mortgage was assigned to FNMA, there was no evidence in admissible form of an assignment of the note or a transfer of possession of the note to FNMA."]

Accordingly, non-party US Bank is precluded from participating in these proceedings, until such time as it can demonstrate entitlement to relief pursuant to CPLR 5015[a][2], CPLR 5015[a][5] or CPLR 2221.

V. Non-Party US Bank failed to demonstrate prima facie compliance with the contractual condition precedent.

"Where it is alleged that a plaintiff has failed to comply with a condition precedent to the enforcement of a mortgage, the plaintiff must proffer sufficient evidence to establish, prima facie, that it complied with the condition precedent." *U.S. Bank N.A. v Kochhar*, 176 AD3d 1010 [2d Dept 2019]; *HSBC Bank USA, N.A. v Boursiquot*, 204 AD3d 980 [2d Dept 2022]["Where it is alleged that a plaintiff has failed to comply with a condition precedent to the enforcement of a mortgage, the plaintiff must proffer sufficient evidence to establish, prima facie, that it complied with the condition precedent"]

While plaintiff argues that defendant lacks standing to assert non-compliance with the notice provision of the mortgage, this argument was raised for the first time in reply. Plaintiff strategic decision to not raise this issue in its opening papers in response to the affirmative defense constitutes a waiver. It is well settled that plaintiff cannot meet its prima facie burden for the first time in reply. See *Deutsche Bank Natl. Tr. Co. v Adlerstein*, 171 AD3d 868 [2d Dept 2019]["[A] party moving for summary judgment cannot meet its prima facie burden by submitting evidence for the first time in reply, and generally, evidence submitted for the first time in reply papers should be disregarded by the court"] *Wells Fargo Bank, N.A. v Osias*, 156 AD3d 942 [2d Dept 2017]["[A] party moving for summary judgment cannot meet its prima facie burden by submitting evidence for the first time in reply, and generally, evidence submitted for the first time in reply papers should be disregarded by the court"]

Proof of mailing of a required notice, "can be established with proof of the actual mailings, such as affidavits of mailing or domestic return receipts with attendant signatures, or proof of a standard office mailing procedure designed to ensure that items are properly addressed and mailed, sworn to by someone with personal knowledge of the procedure." *US Bank N.A. v Pierre*, 189 AD3d 1309 [2d Dept 2020]; *Wells Fargo Bank, N.A. v Fregosi*, 222 AD3d 811 [2d Dept 2023]

"[I]n order for the presumption to arise, [the] office practice must be geared so as to ensure the likelihood that [the] notice...is always properly addressed and mailed." *Wells Fargo Bank, N.A. v Shields*, 201 AD3d 1007, 1009 [2d Dept 2022]

Here, Ms. Bartlett does not allege that she personally mailed the subject notice but rather attempts to demonstrate mailing with standard mailing practices and procedures. However, her testimony is conclusory and provides insufficient detail to explain how the procedure is designed to ensure that items are properly addressed and mailed. See e.g. *Freedom Mtge. Corp. v King*, 215 AD3d 923 [2d Dept 2023]["the plaintiff failed to present sufficient proof of a standard office mailing procedure designed to ensure that items are properly addressed and mailed, including how the mail was transmitted to the postal service."]; *Wells Fargo Bank, N.A. v Shields*, 201 AD3d 1007 [2d Dept 2022]["[I]n order for the presumption to arise, [the] office practice must be geared so as to ensure the likelihood that [the] notice…is always properly addressed and mailed"]

Therefore, non-party US Bank failed to demonstrate prima facie that complied with a required condition precedent prior to commencement of this action.

In light of all of the above, non-party US Bank failed to demonstrate entitlement to the drastic remedy of summary judgment and it's motion must be denied without regard to the sufficiency of the opposition papers. See *Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851 [1985]["Failure to make such showing requires denial of the motion, regardless of the sufficiency of the opposing papers"]; *Alvarez v Prospect Hosp.*, 68 NY2d 320 [1986]["Failure to make such prima facie showing requires a denial of the motion, regardless of the sufficiency of the opposing papers"]

VI. Defendant Gloria Alleyne was not timely served and defendant Heirs and Distributees of the Estate of the decedent was not served at all

Defendant Gloria Alleyne was not timely served within 120 days of the filing of this action as required by CPLR 306-b and no motion has been made or granted extending plaintiff's time to serve said defendant. Defendant "Heirs and Distributees of the Estate of the Decedent was not independently served. Therefore, the branch of the motion seeking a default judgment against said defendant is denied. See CPLR 3215[f]

VII. Plaintiff failed to timely seek a default judgment against certain parties mandating dismissal as to same.

Lastly, more than one year has elapsed since the default of defendants Bentley Alleyne, Leroy Alleyne, Maxine Greenidge, Esther Alleyne, Beaufoy Farley, Secretary of Housing and Urban Development, New York City Transit Adjudication Bureau, New York City Environmental Control Board, New York City Parking Violations Bureau, New York State Department of Taxation and Finance and the John Doe defendants.

No excuse is preferred for the delay in timely moving for a default judgment against the aforementioned defendants. Accordingly, the complaint must be dismissed pursuant to CPLR 3215[c] for the reasons set forth in *FVX LLC in Tr. for Morgan Stanley Bank, N.A. v Robertson*, 2025 NY Slip Op. 34250[U][N.Y. Sup Ct, Kings County 2025]

However, the Court notes that where "a settlement conference is a necessary prerequisite to obtaining a default judgment…a formal judicial request for such a conference…constitutes proceedings for entry of judgment within the meaning of CPLR 3215(c)." *US Bank v Jerriho-Cadogan*, 224 AD3d 788 [2d Dept 2024]

Here, it is apparent from the face of the record that this matter was not subject to mandatory settlement conferences as the borrower is deceased and defendants do not appear to reside on the property as evidenced by the affidavits of service and the existence of several tenants residing at the property. See *Wilmington Sav. Fund Socy., FSB* v *Nifenecker*, 236 AD3d 971 [2d Dept 2025]; *HSBC Bank USA, N.A. v Seidner*, 159 AD3d 1035 [2d Dept 2018]; *Mun. Credit Union* v *Thomas*, 243 AD3d 449 [1st Dept 2025]["the borrower, was not a resident of the property when the foreclosure action was commenced because he died two years earlier."]

"Plaintiff was therefore not required to participate in a settlement conference as a prerequisite for obtaining a default judgment...Plaintiffs filing of an RJI seeking a CPLR 3408 settlement conference thus failed to qualify as "tak[ing] proceedings for the entry of judgment within one year after the default" *E^Trade Bank* v *Plotch*, 243 NYS3d 671 [1st Dept 2025]

Accordingly, it is hereby

ORDERED, that non-party US Bank's motion is DENIED with PREJUDICE; and it is further

ORDERED, that non-party US Bank is precluded from participating in these proceedings, until such time as it can demonstrate entitlement to relief pursuant to CPLR 5015[a][2], CPLR 5015[a][5] or CPLR 2221; and it is further

ORDERED, that the complaint is DISMISSED as against defendants Bentley Alleyne, Leroy Alleyne, Gloria Alleyne, Maxine Greenidge, Esther Alleyne, Beaufoy Farley, Secretary of Housing and Urban Development, New York City Transit Adjudication Bureau, New York City Environmental Control Board, New York City Parking Violations Bureau, New York State Department of Taxation and Finance and the John Doe defendants; and it further

ORDERED, that the caption is amended as follows:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

BREAN ASSEST BACKED SECURITIES TRUST 2021-RM1, Plaintiff, -against- RODMAN A. ALLEYNE, AS ADMINISTRATOR, HEIR AND DISTRIBUTEE OF THE ESTATE OF CARMEN ROWENA JONES A/K/A CARMEN R. JONES; GLENN GREENIDGE, AS HEIR AND DISTRIBUTEE OF THE ESTATE OF CARMEN ROWENA JONES A/K/A CARMEN R. JONES; HEIRS AND DISTRIBUTEES OF THE ESTATE OF CARMEN ROWENA JONES A/K/A CARMEN R. JONES; UNITED STATES OF AMERICA, Defendants.	**Index No. 515716/2023**

and it is further

ORDERED, that the parties are directed to complete discovery and proceed to trial.

This constitutes the decision and order of the Court.

ENTER:

Hon. Menachem M. Mirocznik, JSC