

**Nationstar Mtge. LLC v Heirs at Large of Joel A. Singh**

2026 NY Slip Op 31440(U)

March 3, 2026

Supreme Court, Kings County

Docket Number: Index No. 505415/17

Judge: Derefim B. Neckles

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This opinion is uncorrected and not selected for official publication.

At an IAS Term, Part FRP-2 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, at 360 Adams Street, Brooklyn, New York, on the 3<sup>rd</sup> day of March, 2026.

P R E S E N T:

HON. DEREKIM B. NECKLES,  
Justice.

-----X  
NATIONSTAR MORTGAGE LLC,  
Plaintiff,

-against-

Index No. 505415/17

THE HEIRS AT LARGE OF JOEL A. SINGH A/K/A JOEL SINGH, deceased, and all persons who are spouses, widows, grantees, mortgagees, lienors, heirs, devisees, distributees, successors in interest of such of them as maybe dead, and their husbands and wives, heirs, devisees, distributees and successors of interest of all of whom and whose names and places are unknown to Plaintiff; PRINCE SAM; ORETA BENT SINGH A/K/A ORETA SINGH; RAJBA SINGH A/K/A RAJHA SINGH; RAJIV SINGH; UNITED STATES OF AMERICA; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; "JOHN DOE" AND "JANE DOE" said names being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein,

Defendants.

-----X  
The following e-filed papers read herein:

NYSCEF Nos.:

Notice of Motion/Order to Show Cause/  
Petition/Cross Motion and  
Affidavits (Affirmations) Annexed \_\_\_\_\_ 266, 270, 314

Upon the foregoing papers, plaintiff Nationstar Mortgage LLC moves for an order:

- (1) confirming the referee's report;
- (2) extending plaintiff's time to move for judgment of foreclosure and sale and deeming the instant motion to be timely and proper;
- (3)

declaring that all non-appearing and non-answering defendants are in default pursuant to CPLR 3215; (4) granting a judgment of foreclosure and sale; (5) directing the distribution of the sale proceeds pursuant to Real Property Actions and Proceedings Law [RPAPL] § 1354; (6) amending the caption to add the names of tenant(s) residing at the mortgaged property; (7) removing the unredacted CPI contained in NYSCEF Doc No 238; (8) reforming the Loan Modification Agreement (LMA), recorded on February 8, 2011, by adding defendant Prince Sam (Sam) as a co-mortgagor with no liability under the note; and (9) imposing a constructive trust upon Sam's interest in the premises for the benefit of defendant Joel A. Singh a/k/a Joel Singh (Joel), now deceased, subject and subordinate to plaintiff's mortgage. Sam cross-moves for an order, pursuant to CPLR 5001 (a), tolling interest under the subject note.

Plaintiff's predecessor in interest, Bayview Loan Servicing, Inc. (Bayview), commenced this action to foreclose a mortgage encumbering the residential property at 812 E. 46th Street in Brooklyn. The mortgage was executed by Joel on March 20, 2008 to secure a \$417,000 loan. On the date the mortgage was executed, Joel took fee title to the property by deed from Sam (who held a 99% interest) and Winston Carr (who held a 1% interest). The mortgage and the deed to Joel were both recorded on April 2, 2008. By deed dated April 21, 2008 and recorded June 10, 2008, Joel conveyed a 99% interest in the property back to Sam, with Joel retaining a 1% interest.

On November 1, 2010, Joel entered into the LMA which restructured the payments under the loan, increased the principal amount to \$477,498.48, and extended the maturity date. Among the representations made by Joel in the LMA was that there

has “been no change in the ownership of the [subject property] since [he] signed the [2008 mortgage and note].” Joel died on July 19, 2014.

Bayview commenced this action against Sam and the heirs of Joel on March 17, 2017. In the complaint, Bayview alleged that Joel defaulted under the LMA by failing to make the payment due on July 1, 2012 or any month thereafter. An order of reference was issued on default on January 19, 2018, and Bayview moved for an order confirming the report of the referee and for a judgment of foreclosure on January 30, 2019. Bayview thereafter moved to vacate the note of issue it filed in this matter, while Sam cross-moved to vacate his default and to dismiss the complaint for lack of personal jurisdiction. The note of issue was vacated by order dated August 13, 2019, while Sam’s cross-motion was granted to the extent that the issue of service of process was set down for a traverse hearing. By stipulation of settlement, so-ordered on January 13, 2020, the time for Sam to file an answer was extended to January 31, 2020. In connection with this stipulation, Sam waived the right to submit any pre-answer motion to dismiss, Sam waived the right to raise any personal jurisdictional defenses, Bayview withdrew its motion for a judgment of foreclosure, Sam withdrew his cross motion to dismiss, and the default order of reference was vacated.

On January 14, 2022, Bayview moved for summary judgment, appointment of a referee to compute, and amendment of the caption to delete the “John Doe” and Jane Doe” defendants. Sam cross-moved to dismiss the complaint on grounds which included failure to serve notices required by RPAPL 1303. By short form order dated December 7, 2022, Bayview’s motion for summary judgment was granted and Sam’s cross-motion

to dismiss was denied. In the accompanying long form order, summary judgment was granted to Bayview, Sam's answer was stricken, a default judgment was granted against the non-answering defendants, the caption was amended and a referee was appointed to compute.

On September 28, 2023, plaintiff moved for an order confirming the report of the referee, granting a judgment of foreclosure and substituting plaintiff in place of Bayview. Plaintiff subsequently withdrew the motion for a judgment of foreclosure and moved separately for an order seeking, among other relief, to amend the complaint to add as parties the Heirs at Large of Joel A. Singh and New York State Department of Taxation and Finance and remove as parties the limited executor capacity for Rajiv Singh, Palisades Collection LLC, New York City Environmental Control Board, New York City Parking Violations Bureau and New York City Transit Adjudication Bureau. In opposition, Sam argued that amending the complaint would require that the prior December 7, 2022 order granting summary judgment and appointing a referee be vacated.

By order dated September 17, 2024, this court granted plaintiff's motion to amend in all respects. In response to Sam's argument in opposition, the court stated:

“Here, plaintiff is moving to amend its Complaint to add the Heirs at Large of Joel A. Singh and New York State Department of Taxation and Finance, as well as to remove the limited executor capacity for Rajiv Singh, and to remove Palisades Collection LLC, New York City Environmental Control Board, New York City Parking Violations Bureau and New York City Transit Adjudication Bureau as party defendants.

“Defendant does not oppose this relief and does not allege that he will suffer any prejudice if plaintiff's motion is

granted. Additionally, defendant's argument is misplaced, as seeking to add a party does not alter the court's finding that plaintiff established its prima facie case against defendant and there are no triable issues of fact in relation to plaintiff and defendant" (NYSCEF Doc No 233).

A supplemental summons and amended complaint were filed on September 19, 2024. In addition to the change in parties, the amended complaint further added new causes of action for a constructive trust (fourth cause of action) and for reformation of the LMA to identify Sam as a mortgagor (fifth cause of action). While the proposed amended complaint containing the new claims was submitted with plaintiff's motion on December 8, 2023, neither plaintiff's supporting affirmation, its memorandum of law, nor the aforesaid language in this court's September 17, 2024 order, mentioned or addressed the new causes of action, focusing instead on the request to add and remove parties.

On June 23, 2025, the referee issued his report finding that the sum of \$765,026.09 was due under the note and mortgage, including all principal, accrued interest, negative escrow balance, and late charges, as of December 26, 2024. The report was filed along with plaintiff's instant motion on June 30, 2025. Plaintiff now seeks confirmation of the referee's report and a judgment of foreclosure, and further seeks, among other relief, a judgment on the newly asserted claims for a constructive trust and reformation of the LMA. Sam opposes the motion on grounds that the referee's report is not supported by admissible evidence and includes questionable fees, and maintains that plaintiff's request for judgment on the new claims is procedurally improper. Sam cross-moves to toll interest on equitable grounds, asserting that its accumulation was the result of plaintiff's dilatory conduct in this matter. In reply, plaintiff argues, among other things, that

because it was previously granted summary judgment against Sam on December 7, 2022, Sam's opposition to plaintiff's new claims is barred by the doctrine of law of the case.

“The doctrine of the law of the case is a rule of practice, an articulation of sound policy that, when an issue is once judicially determined, that should be the end of the matter as far as Judges and courts of co-ordinate jurisdiction are concerned” (*Martin v City of Cohoes*, 37 NY2d 162, 165 [1975] [internal quotation marks omitted]; see *Carbon Capital Mgt., LLC v American Express Co.*, 88 AD3d 933, 935-936 [2d Dept 2011]). “Such a rule is essential to an orderly and seemly administration of justice in a court composed of several judges” (*George W. Collins, Inc. v Olsker-McLain Indus.*, 22 AD2d 485, 489 [4th Dept 1965] [internal quotation marks omitted]; see *Carbon Capital Mgt., LLC*, 88 AD3d at 936). “[A] grant of summary judgment establishes the law of the case as to the issues essential to that determination” (*Dukett v Wilson*, 31 AD3d 865, 868 [3d Dept 2006] [internal quotation marks omitted]).

An amended complaint, once served, supersedes the initial complaint and becomes the only complaint in the case as though the initial complaint was never served (see *Pourquoi M.P.S., Inc. v Worldstar Intl., Ltd.*, 64 AD3d 551, 551 [2d Dept 2009] [(T)hose pleadings are no longer viable as they have been superseded by new pleadings alleging new causes of action”]; see *D’Amico v Correctional Medical Care, Inc.*, 120 AD3d 956, 957 [4th Dept 2014]; *Elegante Leasing, Ltd. v Cross Trans. Svc, Inc.*, 11 AD3d 650, 650 [2d Dept 2004]; *Titus v Titus*, 275 AD2d 409, 409-410 [2d Dept 2000]). Here, the new complaint did not merely repeat the same allegations against defendants that were made in the original complaint but set forth new allegations and causes of

action. Because the amended complaint contains new allegations and causes of action, it must be deemed to have superseded the original complaint. The December 7, 2022 order granting summary judgment to plaintiff was addressed to the original complaint and did not address the new claims interposed in the amended complaint. Accordingly, because the new claims were never judicially determined, plaintiff cannot invoke “law of the case” and rely on the previous grant of summary judgment as a vehicle to include a judgment on the new claims as incidental relief to a judgment of foreclosure. To the extent plaintiff frames the instant motion as one for a default judgment on the new claims, due to Sam’s failure to timely answer the amended complaint, the papers are insufficient in that no affidavit of merit by plaintiff on the new claims is included (*see* CPLR 3215 [f]).

On the papers presently before the court, it is unclear whether plaintiff intended the other branches of its motion (confirming the referee’s report, granting a judgment of foreclosure, etc.) to stand or fall with the branches seeking judgment on the new claims. The court is therefore disinclined to address the other branches of the motion at this juncture and, as a result, plaintiff’s motion and Sam’s cross motion are denied without prejudice.

The foregoing constitutes the decision and order of the court.

ENTER,  
  
 J. S. C.

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KINGS COUNTY CLERK