WESTCHESTER COUNTY

NYSCEF DOC. NO. 36

INDEX NO. 58734/2013

RECEIVED NYSCEF: 09/02/2014

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF WESTCHESTER

CITIBANK, N.A.,

Plaintiff,

-against-

TANEIKA MISA HOOTEN A/K/A TANIEKA HOOTEN A/K/A MISA HOOTEN A/K/A MISA HYLTON A/K/A MISA BRIM, SEAN COMBS A/K/A SEAN J. COMBS, CITIBANK, N.A., PACIFIC LENDERS LLC, JACK GARGUILLO, BOARD OF MANAGERS OF BROOK HOMEOWNERS RIDGE INC., **MADISON** COUTURE, INC., MIDLAND FUNDING LLC and "John Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten names being fictitious and unknown to plaintiff, the 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.

ATTORNEY AFFIRMATION

RENEE J. ARAGONA, ESQ., an attorney duly admitted to practice before the Courts of the State of New York, hereby affirms the following under penalties of perjury and pursuant to CPLR §2106 states:

I am an associate at the law firm of SWEENEY, GALLO, REICH & BOLZ, LLP. 1. attorneys for the CitiMortgage, Inc., assignee of interest of Citibanic, N.A, named Plaintiff herein ("CitiMortgage" or "Plaintiff"). I submit this Affirmation in support of Plaintiff's Motion for an Order a) striking the Answer and Affirmative Defenses of Defendant SEAN COMBS A/K/A SEAN J. COMBS (hereinafter "Defendant COMBS" or "Borrower COMBS"); b) granting summary judgment on its foreclosure complaint against said Defendant; c) granting default judgment against the non-appearing defendants; d) appointing a referee herein to ascertain and compute the defendants mortgage indebtedness; e) amending the caption accordingly; and such other and further relief as may be just and proper. 100m

2. Plaintiff commenced this action to foreclose its mortgage (the "Mortgage"), encumbering the premises known as 16 Brookridge Road, New Rochelle, County of Westchester, State of New York (the "Premises").

STATEMENT OF FACTS

- 3. The Affidavit of Mary Dorsey, a Vice President-Document Control of CitiMortgage, assignee of interest of Citibank, N.A. (the "Dorsey Affidavit"), is submitted herewith in support of the Plaintiff's application for summary judgment.
- 4. Pursuant to the Dorsey Affidavit, on or about June 10, 2003, defendants TANEIKA MISA HOOTEN A/K/A TANIEKA HOOTEN A/K/A MISA HOOTEN A/K/A MISA HYLTON A/K/A MISA BRIM ("Defendant HOOTEN") and Defendant COMBS executed and delivered to Citibank, N.A. a Note (the "Note") whereby the Defendants HOOTEN and COMBS agreed to pay to Citibank, N.A. or its transferees the sum of \$712,000.00, plus increases in principal, if any, with interest thereon, installments of principal and interest to be paid monthly, in substantially equal payments on the same date of each month until maturity, all as provided in the Note. A true and correct copy of the Note is annexed hereto as part of Exhibit A.
- 5. The Note contains and endorsement from CITIBANK, N.A. to CitiMortgage, Inc., and a further endorsement from CitiMortgage, Inc., in blank. See Exhibit A.
- 6. As collateral security for the payment of the Note, Defendant HOOTEN executed, acknowledged, and delivered to Citibank, N.A. a mortgage dated June 10, 2003, in the principal amount of \$712,000.00 (the "Mortgage"), which was recorded in the Office of the County Clerk of Westchester County on August 11, 2003 in Control No. 432050281, and the mortgage recording tax was duly paid. After commencement of the action, the mortgage was assigned to CitiMortgage, Inc. by assignment of mortgage dated December 3, 2013, which was recorded in the Office of the

County Clerk of Westchester County on December 17, 2013 in Control No. 533453594. See true and correct copies of the Mortgage and Assignment of Mortgage annexed hereto as part of Exhibit A; see also the Dorsey Affidavit.

- 7. The Defendants HOOTEN and COMBS defaulted under the Note and Mortgage by failing to make their monthly payments of principal and interest commencing July 1, 2010 through date. See Dorsey Affidavit.
- 8. As a result of the foregoing and in accordance with its rights under the Note and Mortgage, plaintiff has elected to exercise its option to demand immediate payment in full of the amount outstanding under the Note and Mortgage and has notified the Defendants of its decision to demand immediate payment in full.
- 9. By correspondence dated October 20, 2010, Plaintiff issued a thirty (30) day demand for payment of the Mortgage arrears, plus accrued late charges. The Defendants HOOTEN and COMBS failed to dispute the arrears demanded within thirty (30) days of its issuance. Thus, the debt is considered valid. See, a true and correct copy of the Demand Letter annexed hereto as Exhibit B, see also the Dorsey Affidayit.
- 10. A 90 Day Pre-Foreclosure notice was sent to the Defendant HOOTEN and Defendant COMBS on September 14, 2012 by certified and first class mail, as evidenced by Plaintiff's Correspondence log, in compliance with CPLR §4518. The certified mailings bore United States Postal Code ("USPS") tracking numbers of 7012 1010 0003 2300 3038 and 7012 1010 0003 2300 3045. A true and correct copy of the 90 Day Notices and Correspondence Log are annexed thereto as Exhibit B; see also the Dorsey Affidavit.
- Pursuant to RPAPL §1306, the plaintiff, assignee or mortgage loan servicer has timely filed with the Superintendent of the New York State Banking Department the name,

address, last known telephone number of the Borrower and the amount claimed as due and owing on the mortgage. A copy of the Proof of Filing Statement is annexed hereto as Exhibit B; see Dorsey Affidavit.

12. There is now due and owing to the Plaintiff, on account of the Note and Mortgage, the principal sum of \$622,518.34 with interest thereon at the rate of 5.625% per annum from June 1, 2010, plus late charges and costs and expenses in enforcing the Mortgages, no part of which sum has been paid and no credit which sum is due any defendant in this action.

PROCEDURAL POSTURE

- 13. The Plaintiff commenced this foreclosure action by filing a Summons and Complaint and Notice of Pendency in the Office of the Clerk of Westchester County on June 5, 2013. See, copies of the Summons and Complaint and Notice of Pendency annexed hereto as Exhibit C.
- 14. The Defendants were duly served with the Summons and Complaint in this action. All of the defendants were served. See, Affidavits of Service annexed hereto as Exhibit D.
- 15. Defendant COMBS accepted service of the Summons and Complaint through his attorney, Jonathan D. Davis, P.C. The parties stipulated to extend Defendant COMBS' time to answer the complaint, and by said stipulation, the Defendant COMBS waived any jurisdictional defenses. See Stipulation annexed as part of Exhibit D.
- 16. The Defendants were duly served with a copy of the summons which contained a notice in boldface that fully complies with RPAPL § 1320. See, copy of summons page 2 annexed hereto as Exhibit E and copies of all affidavits annexed as Exhibit D.
- Pursuant to RPAPL §1303, a Notice in bold, 14 point type, on colored paper different than the color of the summons and complaint, with the title "Help for Homeowners in

Foreclosure" in 20 point type, was provided to Alstate Process Service, Inc., for service on the borrowers. See, a copy of the Notice together with the Affidavit of Service annexed hereto as Exhibit F.

- 18. Pursuant to CPLR Section 3215(g)(3)(I), a copy of the summons & compraint was mailed to the Defendant HOOTEN. See, a copy of the CPLR 3215 Affidavit of Service annexed hereto as Exhibit H.
- 19. The plaintiff submits herewith a Non-Military Affidavit and Department of Defense Manpower Database search regarding Defendant HOOTEN and Defendant COMBS. Upon information and belief said defendants are not currently active in the military. See, copy of said Affidavit annexed as Exhibit I.
- 20. Plaintiff's counse has filed the OCA Attorney Affirmation with the Request for Judicial Intervention, as required by the Administrative Order of the Chief Administrative Judge of the Courts effective November 18, 2010. A filed copy of the OCA Attorney Affirmation is annexed as Exhibit J.
- 21. The Defendant COMBS, served an Answer to the Foreclosure Complaint through his attorney which contained four (4) Affirmative Defenses. See, a copy of the Defendant's Answer annexed hereto as Exhibit E.
- 22. The Defendants, PACIFIC LENDERS LLC, JACK GARGUILLO, and BOARD OF MANAGERS OF BROOK RIDGE HOMEOWNERS INC filed Notices of Appearance, demanding service of the Motion herein. See, a copy of the Notices of Appearance annexed hereto as part of Exhibit D.
 - 23. None of the other defendants have answered or appeared in the action.

- 24. As aforementioned, after the commencement of this action, the mortgage was assigned to CitiMortgage, Inc. See endorsed Note and Assignment of Mortgage annexed as part of Exhibit A; see also the Dorsey Affidavit. As such, Plaintiff respectfully requests that the caption of the action be amended by substituting CITIMORTGAGE, INC. as Plaintiff in place and stead of CITIBANK, N.A.
- 25. Further, it has been determined that there are adult tenants at the premises. The Plaintiff respectfully requests that the caption of the action be amended by substituting GLADYS ADEGOKE S/H/A Jane Doe #1 and by striking therefrom the remaining defendants sued herein as "John Doe" #1-10 and "Jane Doe" #2-10, all without prejudice to the proceedings heretofore had herein.
- 26. The complaint has not been amended since the filing of the Notice of Pendency, so as to affect other property described in the original complaint, or so as to extend the claims of the of the plaintiff as against the mortgaged premises or to enlarge the relief prayed for therein.
- Upon information and belief, none of the defendants in this action, is an infant, 27. incompetent or absentee.
- 28. As further demonstrated herein, the Answer and Affirmative Defenses asserted by the Defendant COMBS, should be stricken, and summary judgment granted in favor of the plaintiff on its foreclosure complaint.

APPLICATION TO REFORM LEGAL DESCRIPTION

29. The legal description in the last use foreclosed herein contain an incorrect distance in the last course. The legal description in the last deed of record and the subject mortgage to be reclo.

- 30. That the proper legal description for the mortgage is annexed hereto as Schedule "A."
- 31. That the plaintiff did not discover the mistake in said description until the defendant defaulted under the terms of the Note and Mortgage as described herein, and upon receipt of the mortgage foreclosure certificate.
- 32. That by virtue of the incorrect description contained in said mortgage, the plaintiff is requesting that the said description be reformed as set forth in Schedule "A" annexed hereto.
- 33. Application is hereby made for an order reforming the mortgage to contain the Schedule "A" description.
- 34. The annexed proposed Order directs the Plaintiff to record a certified copy of the Order against the Block and Lot of the subject premises, and that upon recording a certified copy of this Order, the Plaintiff's mortgage shall be reformed of record, and no further instruments need be placed of record.

DEFENDANT'S STATUS AND ANSWER

- 35. Plaintiff named Defendant HOOTEN in the foreclosure complaint because she is the purported owner of record of the premises and obligor on the Note secured by the Mortgage. Her interest will be foreclosed by the entry of a judgment of foreclosure.
- 36. Plaintiff named Defendant COMBS in the foreclosure complaint because he is an obligor on the Note secured by the Mortgage on the Premises. His interest will be foreclosed by the entry of a judgment of foreclosure
- 37. The Defendant COMBS' Answer and Affirmative Defenses are insufficient to raise a triable issue of fact as to Plaintiff's right of foreclosure.

PLAINTIFF'S PRIMA FACIE RIGHT OF FORECLOSURE

- 38. There is clear, undisputed evidence showing the Defendants HOOTEN and COMBS executed a Note on the Premises for good and valuable consideration. The Defendant HOOTEN executed the Mortgage as aforestated. The evidence similarly demonstrates that the Defendants defaulted in making the monthly payments commencing July 1, 2010 and thereafter. See, the Dorsey Affidavit.
- 39. Upon production of the Mortgage, the unpaid Note and evidence of default, the Plaintiff has established a prima facie right to foreclose the Mortgage. See, First National Bank of Highland v. J & J Milano, Inc., 160 A.D.2d 670 (2nd Dept. 1990); Alagappan v. Jaffer, 157 A.D.2d 687, 549 N.Y.S.2d 786 (2nd Dep't 1990); Gateway State Bank v. Shangri La Private Club for Women, 113 A.D.2d 791, 493 N.Y.S.2d 226 (2nd Dep't 1986); aff'd 67 N.Y.2d 627, 499 N.Y.S.2d 679 (1986).
- 40. Accordingly, the Plaintiff is entitled to the appointment of a referee to compute the balance owed on Plaintiff's mortgage. See, FGH Realty Credit Corp. v. VRD Realty Corp., 231 A.D.2d 489, 647 N.Y.S.2d 229 (2nd Dept. 1996); Friesch Groningsche Hypotheekbank Realty Credit Corp. v. Brooke Associates, 211 A.D.2d 696, 621 N.Y.S.2d 897 (2nd Dept. 1995).
- 41. The burden now shifts to the Defendant to establish by competent evidence that a triable issue of fact exists to warrant denial of summary judgment to Plaintiff. See, Alagappan v. Jaffer, supra; Gateway State Bank v. Shangri La Private Club for Women, supra; Federal Home Loan Mortgage Corporation v. Karasthathis, 237 A.D.2d 558, 655 N.Y.S.2d (2nd Dept. 1997).
- 42. In order to successfully oppose this Motion for summary judgment, the Defendant must produce evidentiary proof in admissible form, establishing a triable issue of material fact exists, not mere conclusions, hope, unsubstantiated allegations or assertions. See, Zuckerman v. City of New York, 49 N.Y.2d 557, 427 N.Y.S.2d 595 (1980).

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DEFENDANTS' AFFIRMATIVE DEFENSES SHOULD BE DISMISSED

- 43. The Defendant's affirmative defenses are conclusory allegations bereft of any particular statements of fact and deficient for pleading purposes to give notice of a valid defense. It is well-established that any affirmative defense is subject to the basic pleading rules required by CPLR § 3013.
 - 44. CPLR § 3013 provides in relevant part as follows:

§ 3013. Particularity of statements generally

Statements in a pleading shall be sufficiently particular to give the court and parties notice of the transactions, occurrences, or series of transactions or occurrences, intended to be proved and the material elements of each cause of action or defense.

- 45. Conclusory allegations will not support an affirmative defense. <u>See, Bruno v.</u>

 <u>Sant'elia, 52 A.D.3d 556 (2d Dep't 2008) (dismissing defenses that were "completely unsubstantiated by any factual allegations and were conclusory in nature").</u>
- 46. Inasmuch as the Answer contains bare defenses lacking the factual specificity required by CPLR § 3013, Defendant's affirmative defenses fail to raise a triable issue of fact as to CitiMortgage's *prima facie* right of foreclosure, and all should be stricken.

- OTHER AGREEMENTS-SHOULD BE DISMISSED

- 47. The Defendant COMBS alleges, as and for his first affirmative defense, that any obligations under the Note and Mortgage are "subject to any prior, subsequent, or concurrently executed agreements between Plaintiff and Combs or between Plaintiff and Hooten."
 - 48. The Defendant fails to attach any documentary evidence of any other agreements allegedly executed by the parties to support his defense. The Defendant also fails to provide any

facts surrounding the alleged agreements, when they were entered, and the substance of same.

Therefore this defense lacks the specificity required by CPLR 3013 and should be dismissed.

- 49. Further, the Defendant, in his Answer, admits that he is named as "Borrower" on the subject Note, and that his signature was added to the subject Note by Derek Ferguson, "Attorney-in-Fact."
- 50. Based upon the foregoing, as this affirmative defense is baseless and insufficient to raise a triable issue of fact as to Plaintiff's prima facie right of foreclosure, it should be stricken.

SECOND AFFIRMATIVE DEFENSE - FAILURE TO COMPLY WITH OBLIGATIONS IMPOSED BY LAW OR UNDER THE NOTE AND MORTGAGESHOULD BE DISMISSED

- 51. The Defendant COMBS alleges, as and for his second affirmative defense, that "Plaintiff failed to comply with any requirements or obligations imposed by law or under the alleged June Note or Hooten Mortgage."
- 52. Again, this affirmative defense is not substantiated with any factual allegations and therefore is conclusory in nature. The Defendant fails to cite to any case or statutory law allegedly violated by the Plaintiff, and further fails to cite to any provisions under the Note and Mortgage with which they claim Plaintiff failed to comply.
- 53. Notwithstanding, as per the Dorsey Affidavit, Plaintiff has complied with all notice requirements.
- As aforestated, as per the Dorsey Affidavit, the Defendants HOOTEN and COMBS defaulted under the Note and Mortgage as of July 1, 2010. A demand for payment of the mortgage arrears was sent to the Defendants on October 20, 2010 via first class mail, in compliance with Paragraph 22(b) of the Mortgage. See, Exhibit B.

- 55. Further, Plaintiff complied with RPAPL 1304. Ninety Day Notices were sent to the Defendant HOOTEN and Defendant COMBS on September 14, 2012 by certified and first class mail, as evidenced by Plaintiff's Correspondence log, in compliance with CPLR \$4518. Plaintiff waited the requisite 90 days before commencing the instant action on June 5, 2013. See Exhibit B and the Dorsey Affidavit.
- 56. The 90 Day Notices were filed with the Superintendent of the New York State Banking Department in compliance with RPAPL 1306. See Exhibit B and the Dorsey Affidavit.
- 57. Additionally, as outlined above, the defendants were duly served with a copy of the summons which contained a notice in boldface that fully complies with RPAPL Section 1320. See, Exhibit C and Exhibit D.
- Moreover, pursuant to RPAPL §1303, the borrowers were served with the requisite Notice of Assistance to Homeowners in Foreclosure on colored paper. See, a copy of the Notice together with the Affidavit of Services annexed thereto as Exhibit F.
- 59. The Defendant COMBS has failed to specify what obligations were allegedly not complied with.
- 60. Based upon the foregoing, since Plaintiff has submitted documentary evidence demonstrating its compliance with all relevant requirements and obligations, this bald and conclusory allegation lacks merit and should be stricken.

THIRD AFFIRMATIVE DEFENSE - PAYMENTSHOULD BE DISMISSED

61. The Defendant COMBS alleges, as and for his third affirmative defense, that the claims are barred in whole or in part based on payment.

- 62. As set forth above, the Defendants were notified of the default in writing, but failed to dispute the amounts demanded and failed to tender the full mortgage arrears. Further, all monies tendered by the Defendant were properly credited to the mortgage account. See, a true and correct copy of the Payment History annexed as Exhibit G and the Dorsey Affidavit.
- 63. Accordingly, the plaintiff acted in full compliance with the contractual provisions of the Mortgage instruments. The Note provides for the Plaintiff's right to demand payment of any arrears, and to accelerate the balance upon failure to cure the full arrears. See, Exhibit A.
- 64. At no time did the Defendant tender the amounts necessary to cure the arrears prior to the acceleration. Thus, the Defendant has utterly failed to substantiate his payment defense. See, Ponce De Leon Savings and Doan Association v. Nemeroff, 28 A.D.2d 668, 280 N.Y.S.2d 632 (1 Dept. 1967).
- 65. It is well settled that a mortgagee is not required to accept an insufficient tender of payment of arrears. Tender must include everything to which the creditor is entitled, including interest, and other charges, to the time of tender or else it is not legally effective. See, Bankers Trust Company v. Hoovis, 263 A.D.2d 937, 694 N.Y.S.2d 245, 247 (3d Dept. 1999); Home Savings of America, FSB v. Isaacson, 240 A.D.2d 633, 659 N.Y.S.2d 94 (2d Dept 1997), National Sav. Bank of Albany v. Hartmann, 179 A.D.2d 76, 582 N.Y.S.2d 523, 524 (3d Dept 1992).
- 66. The burden of demonstrating tender and/or refusal is on the party pleading the tender. See, National Sav. Bank of Albany v. Hartmann, supra.
- 67. The law is clear that when a mortgagor defaults on loan payments even if only for a day, a mortgagee may accelerate the loan, require that the balance be tendered or commence foreclosure proceedings, and equity will not intervene. See, New York Guardian Mortgage Corp.

v. Olexa, 176 A.D.2d 399, 574 N.Y.S.2d 107 (3d Dept. 1991); Home Savings of America, FSB v. Isaacson, supra.

- 68. Plaintiff is entitled to acceleration of the Mortgage in the absence of waiver. estoppel, bad faith, fraud or oppressive or unconscionable conduct. See, Home Sav. Banky, Schorr Bros. Dev. Corp., 213 A.D.2d 512, 624 N.Y.S.2d 53 (2d Dept. 1995); Ferlazzo v. Riley. 27 N.Y.289, 16 N.E.2d 286 (1938).
- 69. The Defendant fails to provide any documentary evidence, such as cancelled checks, in support of his alleged defense. Furthermore, upon acceleration of the mortgage, partial payments may be duly rejected as insufficient funds.
- A dispute as to the exact amount owed by the mortgager to the mortgagee may be 70. resolved after a reference pursuant to RPAPL §1321, and the existence of such a dispute does not preclude the issuance of summary judgment. See, Long Island Savings Bank of Centereach v. Denkensohn, 222 A.D.2d 659, 635 N.Y.\$2d 659 (2d Dept. 1995); citing Crest/Good Manufacturing Co. Baumann, 160 A.D.2d 831, 554 N.Y.S.2d 264 (2d Dept 1990); see also Federal National Mortgage Association v. Connelly, 84 A.D.2d 805, 444 N.Y.S.2d 147 (2d Dept. 1981) (Defendant's claim for credit to his mortgage account may be considered by the Referee and would not defeat Plaintiff's motion for summary judgment).
- 71. Notwithstanding, upon referring the matter to a referee, the Defendant will be entitled to a hearing on the Mortgage account and the amounts unpaid. See, CPLR §4311; Al Moynee Holdings, Ltd. v. Deutsch, 254 A.D.2d 443, 679 N .Y.S.2d 400 (2d Dept. 1998); citing <u> Moyds Bank v. Kahn Lbr. & Millwork Co.,</u> 220 A.D.2d 645, 632 N.Y.S.2d 966 (2d Dept. 1995). - 72. - 72. - COM

Accordingly, this affirmative defense is without merit and should be dismissed.

FOURTH AFFIRMATIVE DEFENSE SHOULD BE DISMISSED

- 73. The Defendant COMBS, as and for his fourth affirmative defense, does not allege any further defense but merely reserves the right to amend his response and assert additional defenses.
- Pursuant the CPLR 3211(e), certain defenses are waived, if not raised in a pre-74. answer motion to dismiss, or in the responsive pleading,
- 75. Based upon the foregoing, as the Defendant has not raised any additional defenses, amended his pleading or moved for relief, this affirmative defense lacks merit and should be stricken.

CONCLUSION

76. As there is no valid defense to this foreclosure action, Plaintiff respectfully requests that the court grant its motion for an Order striking the Defendant's Answer and Affirmative Defenses, granting summary judgment in favor of the plaintiff, granting default judgment against the non-appearing defendants, appointing a referee to compute, amending the caption, and such other and further relief as may be just and proper.

Dated:

Queens, New York September 2, 2014 the Jasmine BRAMD COM

INDEX NO. 58734/2013 WESTCHESTER COUNTY NYSCEF DOC. NO. 37 RECEIVED NYSCEF: 09/02/2014 SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF WESTCHESTER X Index No.: 058734/2013 CITIBANK, N.A., Plaintiff, SUPPLEMENTAL AFFIRMATION -against-TANEIKA MISA HOOTEN A/K/A TANIEKA HOOTEN A/K/A MISA HOOTEN A/K/A MISA HYLTON A/K/A MISA BRIM, SEAN COMBS A/K/A SEAN J. COMBS, et al., Defendants. X RENEE J. ARAGONA, ESQ., an attorney duly admitted to practice before the Courts of the State of New York, hereby affirms the following under penalties of perjury and pursuant to CPLR §2106 states: I am the attorney for the Plaintiff in this foreclosure action which was initiated on 1. June 05, 2013. A Settlement Conference was held in the Westchester County Supreme Court on 2. December 11, 2013 at which the Borrowers failed to appear. Therefore, Plaintiff was allowed by the Court to proceed with foreclosure. 3. I respectfully request that the Plaintiff be granted Summary Judgment and an Order of * the Jasmine BRAMD COM





WebCivil Supreme - Appearance Detail

Westchester Civil Supreme

Index Number: 058734/2013

Case Name:

CITIBANK NA vs. HOOTEN, TANEIKA MISA

Case Type:

E-Res Foreclosure Fsc Eligible

Track:

Standard

Appearance Information:

Appearance Information: Appearance			Appearance	Justice /		Motion
Date	Time	On For	Outcome	Part	Comments	Seq
09/05/2014		Supreme Trial		ALAN D. SCHEINKMAN (FC)	9:30 AM ROOM 1803	
				ALAN D. SCHEINKMAN (FC)	DISMISSAL CALENDAR	
12/11/2013		Supreme Initial (first time on)	Fsc - Default (U)	ALAN D. SCHEINKMAN (FC)	9:30 AM ROOM 1803	1
				ALAN D. SCHEINKMAN (FC)	FORE, CONF.	
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