SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. DEBRA A. JAMES **PART** IAS MOTION 59EFM

Justice

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GINJI WANG,

Plaintiff,

- v -

CHASE BANK USA, N.A.,

Defendant.

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INDEX NO. 651738/2018

MOTION DATE 09/11/2018

MOTION SEQ. NO. 001

DECISION AND ORDER

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 3, 4, 5, 6, 7, 8, 9, 10

were read on this motion to DISMISS.

ORDER

Upon the foregoing documents, it is

ORDERED that defendant's motion to dismiss the complaint is granted, and the complaint is dismissed in its entirety; and it is further

ORDERED that the Clerk shall enter judgment accordingly.

DECISION

In this action, plaintiff Ginji Wang alleges that, over a number of months in 2015, an individual known to her committed identity theft and amassed credit charges on three of her credit cards opened with defendant Chase Bank USA, N.A. (Chase), totaling $40,754. Plaintiff asserts that the fraudulent activity was not discovered by her until nearly one year later. Plaintiff seeks recovery of the $40,754 in fraudulent charges

from Chase, as well as $25,000 in legal fees, under causes of action for (1) breach of contract; (2) the implied covenant of good faith and fair dealing; (3) diversion of funds; (4) negligence; (5) gross negligence; (6) fraud; and (7) aiding and abetting fraud.

Chase now moves, pursuant to CPLR 3211 (a) (1) and (7), for dismissal of the complaint.

Facts

In her complaint, plaintiff alleges that she opened and maintained three credit card accounts with Chase. Beginning in March 2015, an individual she knew as Jean-Claude Marciano (Marciano) "committed fraudulent activity and identity theft" using her Chase credit cards by representing himself to vendors as plaintiff's husband/fiancé.

According to plaintiff,

> "This person fabricated a story about his background and pretended to be in a committed relationship with me in order for me to trust him in my home and with my financial information. He then used that access to fund his life. The money was predominantly spent across several nightclubs across NYC and car service to facilitate the club-going; he would treat a group of people as if he were picking up the tab.
>
> I met Jean-Claud in August of 2014 and he had posed himself as the beneficiary of a trust fund. We started dating and a few months into the relationship, he asked to borrow money due to temporary issues with getting funds into the country. It started as small daily charges, but ended up charging my card thousands of dollars under the justification of having to conduct business and finding an apartment to purchase. I knew about the some of the

> initial charges, but did not know about most charges that followed until days/weeks after they were put through. . . .
>
> The fraudulent charges started in March of 2015, but it was not until February 2016 that I started learning details of his true identity and tactics that I realized this was a much larger case of fraud and identity theft than I had initially believed. Throughout most of 2015 during which the fraud happened, I truly believed the crux of his story: he was going through a temporary cash issue, he needed to continue conducting business . . . and that he was going to buy an apartment for us to live in" (March 1, 2016 letter from plaintiff to the Manhattan District Attorney's Office]).

In this letter, plaintiff also acknowledged that: (1) in June 2015, she agreed to advance Marciano additional funds after he presented her with a check to cover past debts, which subsequently bounced; (2) in September 2015, she allowed Marciano to use her credit card to charge a dinner for her and a friend, after which Marciano processed "approximately $950 of unauthorized charges"; (3) in November 2015, she "woke up and realized Jean-Claude was not home," and had taken her cell phone, ATM card and an AMEX credit card to amass approximately $2,000 in debt, which she considered "a case of reckless behavior, not fraud"; (4) prior to Marciano "using [her] credit cards, [she] observed him using another person's credit card"; (5) Marciano had a set of keys, and ready access to plaintiff's apartment; and (6) Marciano owes plaintiff in excess of $200,000, "the majority of which was taken without [her] knowledge or permission".

Despite these events, and her receiving and making payments toward monthly account statements from Chase, plaintiff alleges that "it was not until February 2016," almost a year later, that she "discovered the extent of the fraud and identity theft". Marciano continued to use her Chase credit cards through March 11, 2016. Plaintiff allegedly telephoned vendors frequented by Marciano to report his fraudulent use of her credit cards, but they "refused to take direction from [her,] and "continued to take direction from the individual who was fraudulently using [her] card".

On March 15, 2016, plaintiff allegedly contacted Chase for the first time to report the identity theft.

Despite plaintiff's allegation that the fraudulent charges continued until March 2016, of the 136 charges identified by plaintiff in the complaint, (1) 127 of them posted to her accounts between March 28, 2015 and June 30, 2015, with charges totaling $40,405.64; (2) an additional seven charges posted to her accounts between July 25, 2015 and August 26, 2015, totaling $205.14; and (3) two final charges of $22.00 and $120.36 posted to her account on September 1, 2015 and November 20, 2015 (see complaint, exhibit A). Plaintiff does not identify any contested transactions after November 20, 2015.

On August 5, 2016, plaintiff filed a complaint in the Supreme Court, Nassau County, under index No. 5638/2016. On October 1, 2016, Chase filed motion to transfer venue to the Supreme Court, New York County. On March 17, 2017, Chase's motion was granted, and on April 6, 2017, the case was transferred to New York County, and assigned Index No. 450928/2017. On April 26, 2017, plaintiff filed a notice of discontinuance. On March 23, 2018, plaintiff commenced this action, and filed the identical complaint against Chase.

Discussion

Although on a motion to dismiss a complaint pursuant to CPLR 3211 (a) (7), "the pleading is to be afforded a liberal construction," and "the facts as alleged in the complaint [are presumed] as true" (Leon v Martinez, 84 NY2d 83, 87 [1994]; see also Rovello v Orofino Realty Co., 40 NY2d 633 [1976]), "'factual claims [that are] either inherently incredible or flatly contradicted by documentary evidence are not entitled to such consideration'" (Mark Hampton, Inc. v Bergreen, 173 AD2d 220, 220 [1st Dept 1991] [citation omitted]; see also Caniglia v Chicago Tribune-N.Y. News Syndicate, 204 AD2d 233, 233-234 [1st Dept 1994]).

In order to prevail on a motion to dismiss based upon documentary evidence, the movant must demonstrate that the documentary evidence conclusively refutes the plaintiff's claims

(AG Capital Funding Partners, L.P. v State St. Bank & Trust Co., 5 NY3d 582, 590-591 [2005]). In addition, "[f]actual allegations presumed to be true on a motion pursuant to CPLR 3211 may properly be negated by affidavits and documentary evidence" (Wilhelmina Models, Inc. v Fleisher, 19 AD3d 267, 269 [1st Dept 2005]). Thus, dismissal is warranted where documentary evidence establishes that "the allegations of the complaint fail to state a cause of action" (L.K. Sta. Group, LLC v Quantek Media, LLC, 62 AD3d 487, 491 [1st Dept 2009]).

Construing the claims in the generous matter to which they are entitled, this court nevertheless concludes that defendant's motion to dismiss must be granted, as each claim is legally deficient on its face, and/or is contradicted by clear documentary evidence.

Breach of Contract

In support of her breach of contract claim, plaintiff alleges that Chase (1) "breached its duty by allowing fraudulent charges to repeatedly incur on Plaintiff's line of credit . . . and failing to protect the card holder"; (2) "allowed . . . disburse[ment] of money from the Plaintiff's line of credit without the Plaintiff's authorization"; and (3) "in accordance with [its] contractual responsibility . . . must assume the loss". However, because plaintiff fails to cite the credit card agreements at issue, or the particular contractual provisions

that Chase allegedly breached, this cause of action is deficient, and must be dismissed.

The elements of a breach of contract claim include "the existence of a contract, the plaintiff's performance thereunder, the defendant's breach thereof, and resulting damages" (Harris v Seward Park Hous. Corp., 79 AD3d 425, 426 [1st Dept 2010]). It is axiomatic that a "complaint fails to state a cause of action [where t]he breach of contract cause of action does not identify the express provision that defendants allegedly breached" (Gordon v Curtis, 68 AD3d 549, 550 [1st Dept 2009]; see also Atkinson v Mobil Oil Corp., 205 AD2d 719, 720 [2d Dept 1994] ["(i)n order to plead a breach of contract cause of action, a complaint must allege the provisions of the contract upon which the claim is based"]; see e.g. Fried v Lehman Bros. Real Estate Assoc. III, L.P., 156 AD3d 464, 465 [1st Dept 2017] [affirming dismissal of breach of contract claim failing to identify specific contractual provisions]; Sutton v Hafner Valuation Group, Inc., 115 AD3d 1039, 1042 [3d Dept 2014] [affirming dismissal of breach of contract claim where "plaintiff failed to specify the provisions of the contract that were allegedly breached . . . . (t)he cause of action could be dismissed based on that error alone"]; Winsch v Esposito Bldg. Specialty, Inc., 48 AD3d 558, 559 [2d Dept 2008] [dismissing complaint that

"failed to identify the provisions of the contracts which allegedly were breached"]).

Here, plaintiff fails to identify in her complaint the provisions of the credit card agreement which Chase allegedly breached, an omission which is fatal to her breach of contract claim (see id.). In light of the above-cited case law, the court rejects plaintiff's argument that she "need not allege with specificity the portion of the [credit card] agreement that was breached. Indeed, party affidavits that only refer generally to an agreement, which is the extent of plaintiff's opposition here, will not sustain a breach of contract claim (Chrysler Capital Corp. v Hilltop Egg Farms, Inc., 129 AD2d 927, 928 [3d Dept 1987]).

Accordingly, the first cause of action for breach of contract must be dismissed.

Breach of the Duty of Good Faith and Fair Dealing

In her second cause of action, plaintiff asserts a claim for breach of the implied covenant of good faith and fair dealing against Chase, asserting that Chase "allowed numerous fraudulent transactions to occur on Plaintiff's credit card accounts despite Plaintiff putting the Defendant on notice of these fraudulent charges".

This claim, however, must be dismissed, as New York courts do not recognize breach of the implied duty of good faith and

fair dealing as a claim distinct from breach of contract. Under New York law, there is no separate cause of action for breach of the implied duty of good faith and fair dealing because it "'is merely a breach of the underlying contract'" (Commerce & Indus. Ins. Co. v U.S. Bank Natl. Assn., 2008 WL 4178474, * 3, 2008 US Dist LEXIS 67768, * 8 [SD NY 2008] [citation omitted]; see also TeeVee Toons, Inc. v Prudential Sec. Credit Corp., L.L.C., 8 AD3d 134, 134 [1st Dept 2004]; Triton Partners v Prudential Sec., 301 AD2d 411, 411 [1st Dept 2003] [same]). As such, this cause of action is "duplicative of the [underlying] cause of action for breach of contract," and must be dismissed (New York Univ. v Continental Ins. Co., 87 NY2d 308, 320 [1995]; see e.g. Amcan Holdings, Inc. v Canadian Imperial Bank of Commerce, 70 AD3d 423, 426 [1st Dept 2010] [dismissing implied covenant claims as duplicative where they "arise from the same facts" and "seek the identical damages for each alleged breach" as the plaintiffs' breach of contract claims).

Diversion of Funds

In her third cause of action, plaintiff alleges that Chase is liable for a "diversion of funds," despite the fact that plaintiff concedes that Chase never transferred any of plaintiff's assets or funds, but instead merely extended credit to plaintiff by posting charges to her credit account. In support of this claim, plaintiff asserts that "[l]iability for

the diversion of a depositor's funds may lie where the funds are diverted by an agent, officer, employee, trustee or other fiduciary, 'depending upon [the bank's] connection with the diversion such as being chargeable with knowledge thereof'" (complaint, ¶ 29, quoting 9 NY Jur2d Banks § 419). However, plaintiff is not a depositor, and there is no allegation that funds were diverted by Chase. Instead, plaintiff is a credit card holder - a debtor - who does not contend that assets were diverted to another, but rather, alleges that her romantic partner used her credit card account to amass over $40,000 in credit card debt before she alerted Chase to fraudulent charges approximately one year later.

The diversion of funds claim fails because, as plaintiff acknowledges, she is actually claiming a "diversion of credit" (see complaint, ¶ 32 [Chase is "liable for diverting the Plaintiff's credit to a third-party";" Defendant Chase Bank is liable for diverting the Plaintiff's credit to a third-party"]), which is not a cognizable cause of action. Indeed, plaintiff cites no legal authority for this proposition.

Accordingly, plaintiff's third cause of action for diversion shall be dismissed.

Negligence

In her fourth cause of action, plaintiff alleges that Chase breached a duty of care and committed negligence "by allowing

numerous fraudulent transactions to occur on Plaintiff's credit lines".

The elements of a cause of action for negligence are "'(1) the existence of a duty on defendant's part as to plaintiff; (2) a breach of this duty; and (3) injury to the plaintiff as a result thereof'" (Rodriguez v Budget Rent-a-Car Sys., Inc., 44 AD3d 216, 221 [1st Dept 2007], quoting Akins v Glens Falls City School Dist., 53 NY2d 325, 333 [1981]; see also Rotz v City of New York, 143 AD2d 301, 304 [1st Dept 1988]). However, plaintiff fails to allege any duty of care that Chase, as plaintiff's credit card issuer, owed to Wang. Hence, plaintiff's negligence claim fails (see Lauer v City of New York, 95 NY2d 95, 100 [2000] ["(w)ithout a duty running directly to the injured person there can be no liability in damages, however careless the conduct or foreseeable the harm"]; Di Cerbo v Raab, 132 AD2d 763, 764 [3d Dept 1987] ["(n)egligence consists of a breach of a duty of care owed to another"]).

Indeed, despite plaintiff's contention that "banks owe a duty of care to their customers", New York does not recognize a cause of action for negligence based on a duty between a credit card issuer and its customer, who "st[an]d simply in a creditor/debtor relationship" (Polzer v TRW, Inc., 256 AD2d 248, 248 [1st Dept 1998]; see also Ladino v Bank of Am., 52 AD3d 571, 574-575 [2d Dept 2008] [plaintiff alleged no special

relationship with bank under a negligence claim giving rise to a duty to exercise vigilance in verifying identity of unknown person allegedly obtaining loan in plaintiff's name]). That is because it is axiomatic that "[a]n ordinary creditor-debtor relationship between bank and customer does not create such a duty of care" (Durante Bros. & Sons, Inc. v Flushing Natl. Bank, 755 F2d 239, 252 [2d Cir], cert denied 473 US 906 [1985], citing Aaron Ferer & Sons v Chase Manhattan Bank, 731 F2d 112, 122 [2d Cir 1984]; Matter of Residential Capital, LLC, 2016 WL 797901, *8 [Bankr SD NY 2016] ["McNerney cannot establish that Homecomings, as her lender, owed her a duty of care"], affd 563 BR 477 [SD NY 2016], affd 706 Fed Appx 16 [2d Cir 2017]; Congress Fin. Corp. v John Morrell & Co., 790 F Supp 459, 474 [SD NY 1992] ["(b)anking relationships . . . are generally not viewed by courts as special relationships giving rise to a heightened duty of care"]).

Moreover, it is well-settled that "'[t]here is no fiduciary duty . . . arising out of the contractual arm's-length debtor and creditor legal relationship between a borrower and a bank'" (Zwicker v Emigrant Mortgage Co., 91 AD3d 443, 444 [1st Dept 2012] [citation omitted]; Oddo Asset Mgt. v Barclays Bank PLC, 84 AD3d 692, 693 [1st Dept 2011] ["(p)laintiff's creditor-debtor relationship . . . did not give rise to such a fiduciary duty"], affd 19 NY3d 584 [2012]).

The negligence claim is also insufficient because it "merely restates the cause of action for breach of contract and alleges no independent facts sufficient to give rise to tort liability" (Yeterian v Heather Mills N.V., Inc., 183 AD2d 493, 494 [1st Dept 1992]; compare complaint, ¶ 17 [alleging breach of contract on ground that defendant "allowed numerous transactions to go through on Plaintiff's credit cards based on unauthorized signatures"] with id. ¶ 39 [alleging negligence on ground that defendant "breached [its] duty by allowing numerous fraudulent transactions to occur on Plaintiff's credit lines with Defendant Chase Bank"]). Accordingly, it must also be dismissed on this independent ground (see Sutton Apts. Corp. v Bradhurst 100 Dev. LLC, 107 AD3d 646, 648 [1st Dept 2013] [dismissing negligence claims that "are duplicative of the breach of contract claims"]).

Gross Negligence

In her fifth cause of action, plaintiff alleges that Chase committed gross negligence based on its "depart[ing] from the accepted standards of practice for a banking institution, and its own internal rules, and that departure was a reckless disregard for Plaintiff's rights". This claim also fails as a matter of law.

Gross negligence "is conduct that evinces a reckless disregard for the rights of others or 'smacks' of intentional

wrongdoing" (Colnaghi U.S.A. Ltd. v Jewelers Protection Servs., Ltd., 81 NY2d 821, 823-824 [1993]). "[A] cause of action based on harm suffered due to reckless conduct must be supported by specific and particular allegations of extreme wrongdoing" (Tevdorachvili v Chase Manhattan Bank, 103 F Supp2d 632, 644 [ED NY 2000] [dismissing causes of action for negligence and gross negligence against defendant bank]). "Intuitively and conceptually, gross negligence cannot be established when basic negligence cannot stand" (Torres v Steven J. Baum, PC, 2011 WL 2532945, *6 [ND NY 2011]).

Plaintiff's allegations with respect to defendant's conduct are insufficient to demonstrate that Chase's actions "smack of intentional wrongdoing" so as to constitute gross negligence (see Leighton v Lowenberg, D.D.S., 103 AD3d 530, 530 [1st Dept 2013] [dismissing gross negligence claim failing to smack of intentional wrongdoing] [internal quotation marks and citation omitted).

In defense of her gross negligence claim, Wang contends that she "alerted Defendant Chase Bank to the fraudulent activity on her accounts numerous times, and Defendant intentionally did not act to take any preventive measures or provide Plaintiff with any remedy". This is a misstatement of the factual allegations. Despite receiving and making payments toward monthly account statements (see complaint, ¶¶ 12, 52, 54,

61), plaintiff alleges that she advised Chase for the first time of fraudulent credit card charges on March 21, 2016 (see id., ¶ 8). There is no allegation that Chase committed any act of intentional wrongdoing at the time the charges posted to her account, and "[t]he gross negligence allegations have unfortunately succumbed to the fatalistic practice of pleading nothing greater than the conclusory elements of the cause of action" (Torres, 2011 WL 2532945 at *6; see also Corrazini v Litton Loan Servicing LLP, 2010 WL 1132683, *9 [ND NY 2010] [dismissing "pure(ly) conclus(ory)" negligence and gross negligence claims against HSBC Bank USA, and finding that "conduct by HSBC is essentially absent from Plaintiff's entire Complaint"]).

Moreover, these factual allegations do not objectively constitute intentional, extreme wrongdoing (Tevdorachvili, 103 F Supp2d at 644; Gluck v JPMorgan Chase Bank, 12 AD3d 305, 306 [1st Dept 2004] [finding bank's failure to ask customer's employee to authenticate customer's signature or to observe that signature on check-cashing looked nothing like signature on forged checks "does not, as a matter of law, constitute gross negligence"]).

Finally, plaintiff's failure to allege a duty or "special relationship" is also fatal to the gross negligence claim (see

Martian Entertainment, LLC v Harris, 12 Misc 3d 1190[A], 2006 NY Slip Op 51517[U], *8 [Sup Ct, NY County 2006]).

Accordingly, the fifth cause of action for gross negligence shall be dismissed.

Fraud

In her sixth cause of action for fraud, plaintiff alleges that, in 2015, Chase transmitted monthly account statements to plaintiff containing the allegedly fraudulent charges made by Marciano. Plaintiff contends that the account statements contained "material misrepresentations" based on the allegedly fraudulent charges and that she relied on the "material misrepresentations" on the account statements in "mak[ing] payments for [the] fraudulently occurring charges".

These allegations are insufficient to set forth a fraud claim. First, plaintiff's claim makes no sense – plaintiff assigns blame to Chase for its posting of credit charges to plaintiff's account statements which she only disavowed as being fraudulent one year after the fact. Second, the fraud claim fails to detail the circumstances of the alleged misrepresentations with specificity, as required by CPLR 3016 (b) (see CPLR 3016 [b] ["(w)here a cause of action or defense is based upon . . . fraud . . . the circumstances constituting the wrong shall be stated in detail"]).

The elements of fraud are (1) a material misrepresentation of fact; (2) with knowledge of its falsity; (3) an intent to induce reliance upon the misrepresentations; (4) justifiable reliance by the plaintiff; and (5) damages (Cathy Daniels, Ltd. v Weingast, 91 AD3d 431, 433 [1st Dept 2012]). CPLR 3016 (b) requires a plaintiff alleging fraud to set forth specific and detailed allegations of fact, including "specific dates and items" in the complaint (Orchid Constr. Corp. v Gottbetter, 89 AD3d 708, 710 [2d Dept 2011] [internal quotation marks and citation omitted]; Callas v Eisenberg, 192 AD2d 349, 350 [1st Dept 1993] [same]; see e.g. Accurate Copy Serv. of Am., Inc. v Fisk Bldg. Assoc. L.L.C., 72 AD3d 456, 456 [1st Dept 2010] [citation omitted] [dismissing a fraud claim where the complaint "makes reference to representations purportedly made during . . . negotiations" but "failed to include 'specific and detailed allegations of fact'"]). Moreover, the plaintiff must "particularize when or by whom [the alleged misrepresentation] had been made" (Raytheon Co. v AES Red Oak, LLC, 37 AD3d 364, 365 [1st Dept 2007]).

"It is well settled that 'where fraud or misrepresentation is charged, CPLR 3016 (b) requires that the misrepresentation must be pleaded in detail so as to clearly inform the defendant with respect to the incident complained of'" (Mountain Lion Baseball Inc. v Gaiman, 263 AD2d 636, 638 [3d Dept 1999]

[citation omitted] [dismissing fraud claim and finding that "plaintiff's complaint, which fails to set forth the substance of, the dates upon which, or the persons to whom the alleged misrepresentations purportedly were made, falls far short of satisfying the pleading requirement imposed by CPLR 3016 (b)"]; see also Wells Fargo Bank, N.A. v Wine, 90 AD3d 1216, 1218 [3d Dept 2011] [dismissing fraud claim as "nothing more than general allegations of fraudulent services and, thus, do not provide the detailed and specific factual allegations of fraudulent conduct necessary to sustain such claims"]; Moore v Liberty Power Corp., LLC, 72 AD3d 660, 661 [2d Dept 2010] [dismissing fraud claim where "(t)he plaintiff failed to allege or provide details of any misstatements or misrepresentations made specifically by the defendant's representatives to him, as required by CPLR 3016 (b)"]; Boyle v Burkich, 245 AD2d 609, 610 [3d Dept 1997] [dismissing fraud claim, court found plaintiff's "conclusory allegations, unsupported by any facts, (were) insufficient to demonstrate the claimed fraud"]).

Plaintiff has not satisfied any of these requirements. Wang does not allege that Chase ever made a specific, material misrepresentation of fact to her. Nor does she identify the date of or any specific person at Chase who made the misrepresentation, or that such individual did so with knowledge of its falsity, and with the intent to induce reliance upon it.

Instead, she claims that by virtue of Chase posting charges to her account statements, her receiving those statements, and failing to discover the allegedly fraudulent charges posted between March and June 2015, and her reporting to Chase nearly one year later that such charges were the result of identity theft, Chase participated in fraud. These allegations are insufficient to plead fraud with the specificity required by CPLR 3016 (b) (see e.g. Ladino, 52 AD3d 571 [dismissing complaint and finding that the plaintiff's allegation that bank issued a loan to a person assuming the plaintiff's identity without the plaintiff's knowledge did not give rise to a fraud claim and lacked the pleading requirements of CPLR 3016 (b)]).

Plaintiff's only opposition is her contention that her listing of "each and every transaction that occurred fraudulently, including the date, amount, items purchased, and the credit card that was utilized for each unauthorized transaction" meets these pleading requirements. Given the above-cited precedent, plaintiff's contention is baseless.

Accordingly, the fraud claim must be dismissed for its failure to meet the heightened pleading requirements of CPLR 3016 (b).

Aiding and Abetting Fraud

A claim for aiding and abetting fraud must allege the existence of the underlying fraud, actual knowledge, and

substantial assistance (see Oster v Kirschner, 77 AD3d 51, 55 [1st Dept 2010]; Stanfield Offshore Leveraged Assets, Ltd. v Metropolitan Life Ins. Co., 64 AD3d 472, 476 [1st Dept 2009]). As plaintiff cannot demonstrate the existence of an underlying fraud, plaintiff cannot plead the first element required to state a cause of action for aiding and abetting fraud (see id.). Thus, the seventh cause of action for aiding and abetting fraud must be dismissed.

The court has considered the remaining arguments and finds them to be without merit.

6/25/2019
DATE

DEBRA A. JAMES, J.S.C.

CHECK ONE:	[X]	CASE DISPOSED		[ ]	NON-FINAL DISPOSITION		
	[X]	GRANTED	[ ] DENIED	[ ]	GRANTED IN PART	[ ]	OTHER
APPLICATION:	[ ]	SETTLE ORDER		[ ]	SUBMIT ORDER		
CHECK IF APPROPRIATE:	[ ]	INCLUDES TRANSFER/REASSIGN		[ ]	FIDUCIARY APPOINTMENT	[ ]	REFERENCE