American Home Mtge. Acceptance Inc. v Lubonty
2019 NY Slip Op 33556(U)
December 3, 2019
Supreme Court, Suffolk County
Docket Number: 15940/2007
Judge: Howard H. Heckman

Short Form Order

SUPREME COURT - STATE OF NEW YORK
IAS PART 18 - SUFFOLK COUNTY

PRESENT:
HON. HOWARD H. HECKMAN JR., J.S.C.

INDEX NO.: 15940/2007
MOTION DATE: 11-22-2019
MOTION SEQ. NO.: #004 MG
#005 MD

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AMERICAN HOME MORTGAGE ACCEPTANCE INC.,

Plaintiff,

-against-

GREGG LUBONTY, et al.,

Defendants.

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PLAINTIFF'S ATTORNEY:
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Upon the following papers numbered 1 to 25 read on this motion : Notice of Motion/ Order to Show Cause and supporting papers 1-16 (#004) ; Notice of Cross Motion and supporting papers 17-23 (#005) ; Answering Affidavits and supporting papers 24-25 ; Replying Affidavits and supporting papers ____; Other____ ; (and after hearing counsel in support and opposed to the motion) it is,

ORDERED that this motion by plaintiff American Home Mortgage Acceptance, Inc. seeking an order: 1) granting summary judgment striking the answer of defendant Gregg Lubonty; 2) substituting U.S. Bank, N.A.,. as Trustee for American Home Mortgage Investment Trust 2005-4A as the named party plaintiff in place and stead of American Home Mortgage Acceptance, Inc.; 3) discontinuing the action against defendants designated as "John Doe #1" through "John Doe #12"; 4) deeming all appearing and non-appearing defendants in default; 5) amending the caption; and 6) appointing a referee to compute the sums due and owing to the plaintiff in this mortgage foreclosure action is granted; and it is further

ORDERED that the cross motion by defendant seeking an order pursuant to CPLR 3212 denying plaintiff's motion and dismissing plaintiff's complaint is denied; and it is further

ORDERED that plaintiff is directed to serve a copy of this order amending the caption upon the Calendar Clerk of the Court; and it is further

ORDERED that plaintiff is directed to serve a copy of this order with notice of entry upon all parties who have appeared and not waived further notice pursuant to CPLR 2103(b)(1)(2) or (3) within thirty days of the date of this order and to promptly file the affidavits of service with the Clerk of the Court.

Plaintiff's action seeks to foreclose a mortgage in the original sum of $2,500,000.00 executed by defendant Gregg Lubonty on August 2, 2005 in favor of American Home Mortgage Acceptance

Incorporated. On the same date Lubonty executed a promissory note promising to re-pay the entire amount of the indebtedness to the mortgage lender. The mortgage and note were assigned to the plaintiff by assignment dated November 7, 2011 and by corrective assignment dated December 8, 2017. Plaintiff claims that mortgagor Lubonty defaulted under the terms of the note and mortgage by failing to make timely monthly mortgage payments beginning February 1, 2007 and continuing to date. Plaintiff commenced this action by filing a summons, complaint and notice of pendency in the Suffolk County Clerk's Office on May 29, 2007. By Order (Jones, J.) dated January 25, 2008 plaintiff's unopposed motion for an order granting a default judgment was granted. By Order and Judgment (Jones, J) dated July 28, 2009 plaintiff's unopposed motion for a judgment of foreclosure and sale was granted. By short form Order (Santorelli, J.) dated May 16, 2014 defendant's motion seeking an order dismissing plaintiff's complaint as abandoned was denied and the prior January 25, 2008 Order (Jones, J.) and July 28, 2009 Judgment of Foreclosure and Sale (Jones, J.) were vacated upon the consent of the plaintiff based upon the fact that the defaulting debtor had filed a petition in bankruptcy in the United States Bankruptcy Court, Southern District of Florida on June 26, 2007—which effectively stayed prosecution of this action prior to the original January25, 2008 Order granting a default judgment. As a result of the May 16, 2014 Order vacating the prior January 25, 2008 Order of Reference, the defendant/mortgagor served an answer dated June 2, 2014 asserting eleven (11) affirmative defenses.

Plaintiff's motion seeks an order granting summary judgment and for the appointment of a referee to compute the sums due and owing to the mortgage lender. Defendant's cross motion seeks an order denying plaintiff's motion and dismissing the complaint claiming that plaintiff failed to serve a notice of default required under the terms of the mortgage.

Plaintiff's motion was served on May 8, 2018 and made originally returnable on June 4, 2018 assigned to IAS Part 10. Defendant's cross motion was served on June 25, 2018 and made originally returnable on July 9, 2018 assigned to IAS Part 10. Both motions remained sub judice until this foreclosure action and the underlying motions were reassigned to this IAS Part 18 on November 12, 2019 by Administrative Order 85-19 (Hinrichs, J.) dated November 6, 2019. Upon assemblage of motion papers these motions were submitted on the IAS Part 18 motion calendar on November 22, 2019.

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 eliminate any material question of fact from the case. The grant of summary judgment is appropriate only when it is clear that no material and triable issues of fact have been presented (*Sillman v. Twentieth Century-Fox Film Corp.*, 3 NY2d 395 (1957)). The moving party bears the initial burden of proving entitlement to summary judgment (*Winegrad v. NYU Medical Center*, 64 NY2d 851 (1985)). Once such proof has been proffered, the burden shifts to the opposing party who, to defeat the motion, must offer evidence in admissible form, and must set forth facts sufficient to require a trial of any issue of fact (CPLR 3212(b); *Zuckerman v. City of New York*, 49 NY2d 557 (1980)). Summary judgment shall only be granted when there are no issues of material fact and the evidence requires the court to direct a judgment in favor of the movant as a matter of law (*Friends of Animals v. Associated Fur Manufacturers*, 46 NY2d 1065 (1979)).

Entitlement to summary judgment in favor of the foreclosing plaintiff is established, prima facie by the plaintiff's production of the mortgage and the unpaid note, and evidence of default in

payment (*see Wells Fargo Bank N.A. v. Erobobo*, 127 AD3d 1176, 9 NYS3d 312 (2nd Dept., 2015); *Wells Fargo Bank, N.A. v. Ali*, 122 AD3d 726, 995 NYS2d 735 (2nd Dept., 2014)). Where the plaintiff's standing is placed in issue by the defendant's answer, the plaintiff must also establish its standing as part of its prima facie showing (*Aurora Loan Services v. Taylor*, 25 NY3d 355, 12 NYS3d 612 (2015); *Loancare v. Firshing*, 130 AD3d 787, 14 NYS3d 410 (2nd Dept., 2015); *HSBC Bank USA, N.A. v. Baptiste*, 128 AD3d 77, 10 NYS3d 255 (2nd Dept., 2015)). In a foreclosure action, a plaintiff has standing if it is either the holder of, or the assignee of, the underlying note at the time that the action is commenced (*Aurora Loan Services v. Taylor, supra.; Emigrant Bank v. Larizza*, 129 AD3d 94, 13 NYS3d 129 (2nd Dept., 2015)). Either a written assignment of the note or the physical transfer of the note to the plaintiff prior to commencement of the action is sufficient to transfer the obligation and to provide standing (*Wells Fargo Bank, N.A. v. Mandrin,* 160 AD3d 1014 (2nd Dept., 2018) *Tribeca Lending Corp. v. Lawson,* 159 AD3d 936 (2nd Dept., 2018); *Deutsche Bank National Trust Co. v. Iarrobino,* 159 AD3d 670 (2nd Dept., 2018); *Central Mortgage Company v. Davis,* 149 AD3d 898 (2nd Dept., 2017); *U.S. Bank, N.A. v. Ehrenfeld,* 144 AD3d 893, 41 NYS3d 269 (2nd Dept., 2016); *JPMorgan Chase Bank v. Weinberger,* 142 AD3d 643, 37 NYS3d 286 (2nd Dept., 2016); *CitiMortgage, Inc. v. Klein,* 140 AD3d 913, 33 NYS3d 432 (2nd Dept., 2016); *U.S. Bank, N.A. v. Godwin,* 137 AD3d 1260, 28 NYS3d 450 (2nd Dept., 2016); *Wells Fargo Bank, N.A. v. Joseph,* 137 AD3d 896, 26 NYS3d 583 (2nd Dept., 2016); *Emigrant Bank v. Larizza, supra.; Deutsche Bank National Trust Co. v. Whalen,* 107 AD3d 931, 969 NYS2d 82 (2nd Dept., 2013); *Wells Fargo Bank, N.A. v. Parker,* 125 AD3d 848, 5 NYS3d 130 (2nd Dept., 2015); *U.S. Bank v. Guy,* 125 AD3d 845, 5 NYS3d 116 (2nd Dept., 2015)).

At issue is whether the evidence submitted by the plaintiff is sufficient to establish its right to foreclose. The defendant does not contest his failure to make timely payments due under the terms of the promissory note and mortgage agreement since February 1, 2007. Rather, the issue raised by this defendant concerns only whether the proof submitted by the mortgage lender provides sufficient admissible evidence to prove plaintiff's compliance with the pre-foreclosure mortgage notice requirements.

CPLR 4518 provides:

Business records.

> (a) Generally. Any writing or record, whether in the form of an entry in a book or otherwise, made as a memorandum or record of any act, transaction, occurrence or event, shall be admissible in evidence in proof of that act, transaction, occurrence or event, if the judge finds that it was made in the regular course of any business and that it was the regular course of such business to make it, at the time of the act, transaction, occurrence or event, or within a reasonable time thereafter.

The Court of Appeals in *People v. Guidice,* 83 NY2d 630, 635, 612 NYS2d 350 (1994) explained that "the essence of the business records exception to the hearsay rule is that records systematically made for the conduct of business... are inherently highly trustworthy because they are routine reflections of day-to-day operations and because the entrant's obligation is to have them truthful and accurate for purposes of the conduct of the enterprise." (quoting *People v. Kennedy,* 68 NY2d 569, 579, 510 NYS2d 853 (1986)). It is a unique hearsay exception since it represents hearsay deliberately created and differs from all other hearsay exceptions which assume that declarations

which come within them were not made deliberately with litigation in mind. Since a business record keeping system may be designed to meet the hearsay exception, it is important to provide predictability in this area and discretion should not normally be exercised to exclude such evidence on grounds not foreseeable at the time the record was made (*see Trotti v. Estate of Buchanan,* 272 AD2d 660, 706 NYS2d 534 (3rd Dept., 2000)).

The three foundational requirements of CPLR 4518(a) are: 1) the record must be made in the regular course of business- reflecting a routine, regularly conducted business activity, needed and relied upon in the performance of business functions; 2) it must be the regular course of business to make the records– (i.e. the record is made in accordance with established procedures for the routine, systematic making of the record); and 3) the record must have been made at the time of the act, transaction, occurrence or event, or within a reasonable time thereafter, assuring that the recollection is fairly accurate and the entries routinely made (*see People v. Kennedy, supra* @ pp. 579-580)). The "mere filing of papers received from other entities, even if such papers are retained in the regular course of business, is insufficient to qualify the documents as business records." (*People v. Cratsley,* 86 NY2d 81, 90, 629 NYS2d 992 (1995)). The records will be admissible "if the recipient can establish personal knowledge of the maker's business practices and procedures, or that the records provided by the maker were incorporated into the recipient's own records or routinely relied upon by the recipient in its business." (*State of New York v. 158th Street & Riverside Drive Housing Company, Inc.,* 100AD3d 1293, 1296, 956 NYS2d 196 (2012); *leave denied,* 20 NY3d 858 (2013); *see also Viviane Etienne Medical Care, P.C. v. Country-Wide Insurance Company,* 25 NY3d 498, 14 NYS3d 283 (2015); *Deutsche Bank National Trust Co. v. Monica,* 131 AD3d 737, 15 NYS3d (3rd Dept., 2015); *People v. DiSalvo,* 284 AD2d 547, 727 NYS2d 146 (2nd Dept., 2001); *Matter of Carothers v. GEICO,* 79 AD3d 864, 914 NYS2d 199 (2nd Dept., 2010)).

The statute (CPLR 4518) clearly does not require a person to have personal knowledge of each and every entry contained in a business record (*see Citibank N.A. v. Abrams,* 144 AD3d 1212, 40 NYS3d 653 (3rd Dept., 2016); *HSBC Bank USA, N.A. v. Sage,* 112 AD3d 1126, 977 NYS2d 446 (3rd Dept., 2013); *Landmark Capital Inv. Inc. v. LI-Shan Wang, supra.*)). As the Appellate Division, Second Department stated in *Citigroup v. Kopelowitz,* 147 AD3d 1014, 48 NYS3d 223 (2nd Dept., 2017): "There is no requirement that a plaintiff in a foreclosure action rely on a particular set of business records to establish a prima facie case, so long as the plaintiff satisfies the admissibility requirements of CPLR 4518(a) and the records themselves actually evince the facts for which they are relied upon." Decisions interpreting CPLR 4518 are consistent to the extent that the three foundational requirements: 1) that the record be made in the regular course of business; 2) that it is in the regular course of business to make the record; and 3) that the record must be made at or near the time the transaction occurred. – if demonstrated, make the records admissible since such records are considered trustworthy and reliable. Moreover, the language contained in the statute specifically authorizes the court discretion to determine admissibility by stating "*if the judge finds*" that the three foundational requirements are satisfied the evidence shall be admissible.

The affidavits submitted from the current mortgage servicer/attorney-in-fact's (Ocwen Loan Servicing LLC's) vice president dated April 9, 2018 ("Giorgiani affidavit") and senior loan analyst dated August 1, 2018 ("Feezer affidavit") provide the evidentiary foundation for establishing the mortgage lender's right to foreclose. The affidavits set forth each employee's review of the business records maintained by the current servicer Ocwen; the fact that the books and records are made in the regular course of Ocwen's business; that it was Ocwen's regular course of business to maintain such

records; that the records were made at or near the time the underlying transactions took place; that the records were created by an individual with personal knowledge of the underlying transactions; and that to the extent the business records referred to were compiled by a prior servicer (AHSMI), those records were integrated and incorporated into the business records maintained by Ocwen in its regular course of business and are relied upon by Ocwen in its regular course of business. The Appellate Division, Second Department's decision in *Bank of New York Mellon v. Gordon,* 171 AD3d 197, 97 NYS3d 286 (2nd Dept., 2019) reiterated the admissibility of testimony concerning business records maintained by a current servicer, which were compiled by a prior servicer, and thereafter "incorporated into the recipient's own records and routinely relied upon by the recipient in its own business" (citations omitted- *ID* at page 209)

Based upon the submission of the original "affidavit of indebtedness" ("Giorgiani affidavit") together with the supplemental affidavit ("Feezer affidavit"), plaintiff has provided an admissible evidentiary foundation which satisfies the business records exception to the hearsay rule with respect to the issues raised in this summary judgment application.

With respect to the issue of standing (third affirmative defense but not raised in defendant's opposition papers), plaintiff's submission of documentary evidence in the form of a copy of the original indorsed in blank promissory note, together with submission of the affidavit from the Ocwen vice president ("Giorgiani affidavit") who testifies at paragraph five (5) of the affidavit that the original promissory note was physically delivered to the plaintiff on May 27, 2007 and has remained in plaintiff's possession "up to and through the date upon which this action was commenced" (May 29, 2007) provides sufficient evidence to establish plaintiff's standing (*Aurora Loan Services v. Taylor, supra.; Wells Fargo Bank, N.A. v. Parker, supra.; U.S. Bank, N.A. v. Ehrenfeld,* 144 AD3d 893, 41 NYS3d 269 (2nd Dept., 2016); *GMAC v. Sidberry,* 144 AD3d 863, 40 NYS3d 783 (2nd Dept., 2016); *U.S. Bank, N.A. v. Carnivale,* 138 AD3d 1220 (3rd Dept., 2016)). Any alleged issues concerning the mortgage assignments are therefore irrelevant to the issue of standing since plaintiff has established possession of the promissory note prior to commencing this action (*FNMA v. Yakaputz II, Inc.,* 141 AD3d 506, 35 NYS3d 236 (2nd Dept., 2016); *Deutsche Bank National Trust Company v. Leigh,* 137 AD3d 841, 28 NYS3d 86 (2nd Dept., 2016)).

With respect to the issue of the mortgagor's default in making payments, in order to establish prima facie entitlement to judgment as a matter of law in a foreclosure action, the plaintiff must submit the mortgage, the unpaid note and admissible evidence to show default (*see Property Asset Management, Inc. v. Souffrant et al.,* 162 AD3d 919, 75 NYS3d 432 (2nd Dept., 2018); *PennyMac Holdings, Inc. V. Tomanelli,* 139 AD3d 688, 32 NYS3d 181 (2nd Dept., 2016); *North American Savings Bank v. Esposito-Como,* 141 AD3d 706, 35 NYS3d 491 (2nd Dept., 2016); *Washington Mutual Bank v. Schenk,* 112 AD3d 615, 975 NYS2d 902 (2nd Dept., 2013)). Plaintiff has provided admissible evidence in the form of a copy of the note and mortgage, and an "affidavit of indebtedness" ("Giorgiani affidavit") in which the affiant attests to the mortgagor's undisputed default in making timely mortgage payments, together with documentary evidence in the form of internal Ocwen business servicing records (submitted as part of Exhibit D) reflecting the transaction history of this mortgagor's account– such records referred to as an account statement ("affidavit of debt") and "payment reconciliation history" which specifically confirm the default in payments by the mortgagor, payments made by the mortgage lender which require reimbursement, and reflect the outstanding amounts due and owing the plaintiff – together with copies of the pre-foreclosure notices of default — which cumulatively is sufficient to sustain its burden to prove the mortgagor has

defaulted under the terms of the parties agreement by failing to make timely payments since February 1, 2007 (CPLR 4518; *see Bank of New York Mellon v. Gordon,* 171 AD3d 197, 97 NYS3d 286 (2nd Dept., 2019); *Wells Fargo Bank, N.A. v. Thomas, supra.; Citigroup v. Kopelowitz, supra.*)). Accordingly, and in the absence of any proof to raise an issue of fact concerning the mortgagor's continuing default, plaintiff's application for summary judgment based upon defendant's breach of the mortgage agreement and promissory note must be granted.

With respect to the only substantive issue raised by the defaulting mortgagor in opposition to plaintiff's summary judgment motion– plaintiff's service of the pre-foreclosure notice of default required under the terms of the mortgage– the plaintiff has submitted sufficient evidence to prove that a mortgage default notice was mailed, by certified and first-class mailing, to defaulting mortgagor Lubonty at the mortgaged premises on March 16, 2007 in compliance with mortgage requirements. Plaintiff's proof consists of two admissible affidavits submitted by representatives of the mortgage servcier/attorney-in-fact (Ocwen) which confirm that the mortgage default notices were served as required under the terms of the mortgage, together with copies of the actual default notices which were mailed to Lubonty.

Most significantly, the affidavit from the senior loan analyst ("Feezer affidavit") makes clear that the original mortgage servicer for the mortgagor's account was AHMSI which became known as Homeward Residential in February, 2012. In October, 2012 Homeward Residential was acquired and merged into Ocwen. The business records maintained by AHMSI/Homeward were then incorporated and integrated into the records maintained by Ocwen and relied upon by Ocwen in its regular course of business. The affiant who was employed by AHSMI and who is currently employed by Ocwen, states in pertinent part the following as it relates to service of the default notices::

> "2. My job duties and responsibilities as a Senior Loan Analyst include, among other things, regularly accessing and reviewing the computerized systems, together with the proprietary and business records that Ocwen uses to record and create information related to the mortgage loans service by Ocwen. I have personal knowledge of the manner in which these records are created and maintained. These records are made at the time of the act, transaction, occurrence or event reflected therein, or within a reasonable time thereafter, by or from information provided by a person with knowledge of the activity reflected in such records. These records are created, kept, and maintained in the regular course of Ocwen's business, and it is the regular course of Ocwen's business to make these records. Ocwen routinely relies on these records in the ordinary course of business. It is within my responsibilities to review the records of Ocwen, AHSMI, Plaintiff and their agents, review and sign affidavits, and I am authorized to sign this Affidavit on behalf of Plaintiff.
>
> 3. I have thoroughly reviewed the computerized systems, together with the proprietary and business records of Ocwen, AHSMI, Plaintiff and their agents, concerning the mortgage loan described in the complaint, including, but not limited to, the servicing records, payment history, note possession history, and communications with Defendant concerning the subject loan. Based upon my personal review, I submit this Supplemental Affidavit in support of Plaintiff's

motion.....

4. It was the practice, policy and procedure of AHMSI to enter a notation into the loan account notes after notices of default ("Notices of Default") are sent by first-class and certified mail,.

5. Consistent with AHMSI"s mailing procedures, the account notes associated with the Lubonty Loan contains an entry on March 16, 2007 indicating that the Notices of Default were sent to Lubonty on that day. These notations were made after the mailing of the Notices of Default in compliance with AHSMI's standard office mailing practice and procedures.

6. Ocwen's (which includes AHSMI's) business records further establish that the Notices of Default were mailed to Lubonty at the address of the Property at 288 Montauk Highway, Southampton, New York 11968 by certified and first class mail, in compliance with AHSMI's standard office mailing practice and procedures. The certified mailing bore United States Postal Service Tracking Number 7006 2760 0003 6236 2503. True and correct copies of the Notices of Default are annexed hereto as **Exhibit 1**.

7. Additionally, the business records also establish that Lubonty's mailing address on March 16, 2007 was the Property address at 288 Montauk Highway, Southampton, New York 11968 and that Lubonty never notified Plaintiff of any change of address before March 16, 2007."

This testimony, coupled with plaintiff's submission of documentary evidence in the form of copies of the actual default notices mailed by first class and certified mail addressed to the borrower at the mortgaged premises, and a copy of the certified mailing receipt setting out the article tracking number (7006 2760 0003 6236 2503) provides sufficient proof of substantial compliance with the mortgage default notice requirements (*see Hudson City Savings Bank v. Friedman,* 146 AD3d 757, 43 NYS3d 912 (2nd Dept., 2017); *PennyMac Holdings, LLC v. Tomanelli,* 139 AD3d 688, 32 NYS3d 181 (2nd Dept., 2016); *Wachovia Bank, N.A. v. Carcano,* 106 AD3d 724, 965 NYS2d 516 (2nd Dept., 2013); *IndyMac Bank, FSB v. Kamen,* 68 AD3d 931, 890 NYS2d 649 (2nd Dept., 2009)). Mortgagor Lubonty's March 31, 2010 affidavit's conclusory denial of service is not supported by any relevant, admissible evidence to contradict the proof submitted by the plaintiff and to raise a genuine an issue of fact which would defeat plaintiff's summary judgment motion on these grounds (*see PHH Mortgage Corp. v. Muricy,* 135 AD3d 725, 24 NYS3d 137 (2nd Dept., 2016); *HSBC Bank USA, N.A. v. Espinal,* 137 AD3d 1079, 28 NYS3d 107 (2nd Dept., 2016)).

As to defendant's claim that the mortgage default notice was mailed to an incorrect address based upon the defaulting borrower's filing of a bankruptcy petition on June 26, 2007, such contention has no legal merit. Clearly the undisputed facts in the record show that plaintiff served the notice of default on March 16, 2007- which was **more than three months** prior to Lubonty's June 26, 2007 bankruptcy filing. Nor is there any proof that Lubonty at any time notified the mortgage lender of any change of address as required under the terms of the mortgage. Paragraph fifteen (15) of the mortgage signed by Lubonty clearly states that the borrower was required to notify the lender in writing of any change of address and that absent such written notice, all notices were to

be addressed to the address of the property– as was clearly done in this case. Based upon these circumstances, the defaulting borrower's bankruptcy filing more than three months after the notice of default was mailed provides no legal basis to require any additional mailing under the terms of the mortgage.

Finally, defendant Lubonty has failed to submit any admissible evidence to support his remaining affirmative defenses in opposition to plaintiff's motion. Accordingly, those defenses must be deemed abandoned and are hereby dismissed (*see Kronick v. L.P. Therault Co., Inc.*, 70 AD3d 648, 892 NYS2d 85 (2nd Dept., 2010); *Citibank, N.A, v. Van Brunt Properties, LLC*, 95 AD3d 1158, 945 NYS2d 330 (2nd Dept., 2012); *Flagstar Bank v. Bellafiore*, 94 AD3d 0144, 943 NYS2d 551 (2nd Dept., 2012); *Wells Fargo Bank Minnesota, N.A. v. Perez*, 41 AD3d 590, 837 NYS2d 877 (2nd Dept., 2007)).

Accordingly, defendant's cross motion seeking dismissal of plaintiff's complaint is denied. Plaintiff's motion seeking an order granting summary judgment is granted and the proposed order of reference has been signed simultaneously with execution of this order.

Dated: December 3, 2019

HON. HOWARD H. HECKMAN, JR.

J.S.C.