SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK : PART IAS MOTION 12EFM

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JACOB SCHRADER, AMY SCHRADER,

Plaintiffs,

- v -

LICHTER REAL ESTATE NUMBER ONE, L.L.C.,

Defendant.

INDEX NO. 156305/2016

MOTION DATE _____

MOTION SEQ. NO. 004 005

DECISION + ORDER ON MOTION

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The following e-filed documents, listed by NYSCEF document number (Motion 004) 144-202, 239, 249-270, 272-275, 281-285, 288, 289

were read on this motion for summary judgment.

By notice of motion, plaintiffs move pursuant to CPLR 3211(b) for an order dismissing defendant's affirmative defenses in its amended answer, and pursuant to CPLR 3212 for an order granting summary judgment on their first, second, and fourth causes of action set forth in their amended complaint (mot. seq. four). Defendant opposes.

By notice of motion, defendant moves for an order summarily dismissing the complaint (mot. seq. five). Plaintiffs oppose.

In light of a Court of Appeals decision on the issues raised in this action, rendered after submission of these motions, the parties were directed to submit supplemental affirmations addressing the impact of that decision on this case, which they filed on June 22, 2020.

The motions are consolidated for disposition.

I. BACKGROUND

A. Amended complaint (NYSCEF 136)

In this action, commenced on July 28, 2016, plaintiffs seek: (1) a declaratory judgment to

determine the amount of legal regulated rent that defendant may charge for their apartment and an injunction directing defendant to comply with the Rent Stabilization Law (RSL) and Code (RSC) related to the apartment; (2) a judgment pursuant to CPLR 213-a and New York City Administrative Code (Admin. Code) § 26-516(a) for residential rent overcharges, including treble damages, interest, costs and attorney fees; (3) an injunction enjoining defendant from engaging in deceptive business practices in violation of General Business Law (GBL) § 349, and a monetary judgment against defendant for past deceptive business practices; and (4) a judgment granting plaintiffs their reasonable attorney fees.

It is undisputed that defendant is the landlord and owner of the building located at 175 West 76th Street, a/k/a 341 Amsterdam Avenue, in Manhattan, pursuant to a deed dated December 22, 2002 and recorded with the City of New York, conveying to it title to the building from nonparty Alfred Lichter. The building consists of 16 stories and approximately 97 rental apartments.

Plaintiffs allege that at the time that their tenancy began, the owner was receiving tax abatements for the building pursuant to Admin. Code § 11-243, commonly referred to as "J-51 benefits," and received at least one such abatement for the building continuously thereafter until 2008.

1. Apartment 11D

In 2000, plaintiffs became the tenants of apartment 11D at the building pursuant to a lease for the term December 16, 2000 to December 31, 2002, at a monthly rent of $4,750.

According to the registration history of the apartment on file with the New York State Division of Housing and Community Renewal (DHCR), the apartment was rent-controlled until 1993, having been occupied by a rent-controlled tenant from 1969 to approximately 1993. The

last maximum monthly base rent charged to that tenant in 1993 was $1,001.81.

Plaintiffs allege that individual apartment improvements (IAIs) in the amount of $6,067.22 were performed after the rent-controlled tenant vacated the apartment in 1993. Thus, according to plaintiffs, the initial rent-stabilized rent for the apartment in 1993 should have been $1,554.21 which, as the amount was less than $2,000, required that the apartment remain rent-stabilized.

From 1993 to 1995, the apartment was registered with DHCR as a rent-stabilized apartment with a monthly rent of $2,500. In 1996, the apartment was registered as a permanently exempt, high rent vacancy, and the apartment's tenancy continued as follows:

(1) The next tenants of the apartment, from March 1996 to February 1998, paid monthly rent of $2,900 and did not have a rent-stabilized lease;

(2) From October 1996 to October 1998, the next tenants paid $3,150 per month and did not have a rent-stabilized lease;

(3) There is no information as to occupancy from November 1998 to October 1999; and

(4) From November 1999 to October 2000, the next non-stabilized tenants paid $3,950 monthly.

Plaintiffs contend that defendant failed to register the apartment with DHCR after 1997, and that the initial lease given them by defendant contained no information as to the calculation of the initial rent or the apartment's regulatory status. Plaintiffs argue that under the DHCR's interpretation of the law at the time, defendant's predecessor knew or reasonably should have known that the apartment was subject to rent stabilization, and that as of 2000, when plaintiffs moved into the apartment, defendant and its predecessor knew that the apartment was rent-

stabilized.

2. Apartment 11C

In 2006, plaintiffs were permitted to remove an adjoining wall and closets between apartments 11C and 11D, thereby creating an additional living space and combining the two apartments with a hallway linking them.

The rent history for apartment 11C reflects that a rent-controlled tenant occupied it until 2000, paying a maximum monthly base rent of $899.47. Plaintiffs assert that after that tenant vacated 11C, only $14,485.20 were spent on IAIs which, after allowing for a monthly one-fortieth increase of $362.13, plus $449.74 representing the applicable Special Guidelines Increase of 50 percent, the resulting rent would be $1,711.34 per month, which is less than $2,000.00 per month, thereby requiring that the apartment remain regulated.

The rental history continues as follows:

(1) In 2001, the apartment was registered as rent-stabilized and the tenant paid $3,200 monthly;

(2) After 2001, the apartment was no longer registered with DHCR;

(3) From September 2002 to August 2004, the apartment was non-stabilized and rented for $3,200 per month; and

(4) The history from 2004 to 2006 is unknown.

3. Combined apartment 11CD

After the apartments were combined, the apartment became was known as 11CD, and by lease commencing on October 1, 2006, plaintiffs rented it for $9,000 per month, not rent-stabilized. Plaintiffs allege that defendant never gave them a notice or rider stating that it was receiving J-51 tax benefits or the approximate date on which the benefits were to expire.

Plaintiffs argue that as they retained possession of both apartments at all times and given the minimal alterations, the two apartments retained their separate identities without the combination resulting in a "first rent." Even had it, they maintain, the combined apartment remained subject to rent stabilization by virtue of defendant's receipt of J-51 benefits, and even after the benefits expired, their rent-stabilized status continued as defendant treated them as unregulated tenants and gave them no notice or rider referencing the tax benefits. Plaintiffs contend that they continued to be exempt from high rent/high income deregulation during their tenancy, which continued at a monthly rent of $9,000 through December 2009.

On December 1, 2009, plaintiffs entered into a renewal lease for a term beginning on January 1, 2010 and ending on December 31, 2016, which provides that the apartment is not rent-stabilized and contains the following rent increases:

(a) $9,157.50 per month effective January 1, 2012;

(b) $9,386.44 per month effective January 1, 2014; and

(c) $9,714.97 per month effective January 1, 2016.

Defendant failed to register the apartment with DHCR before 2016.

By letter dated April 6, 2016, plaintiffs' counsel demanded that defendant recognize plaintiffs' status as rent-stabilized tenants, register the apartment with DHCR, reduce their rent to the legal regulated rent, refund them for rent overcharges for the past four years, and pay them treble damages, interest, and attorney fees.

By letter dated June 24, 2016, defendant's attorney informed plaintiffs that it was recognizing their rent-stabilized status, that the correct legal rent for the apartment was $9,664.57, and that defendant would correct its billing cycle beginning in July 1, 2016 to reflect a monthly rent of $9,644.57. According to the attorney, plaintiffs were due an overcharge of

$1,267.50 for the period from January 1, 2015 to June 30, 2016, which defendant would refund them with interest in the form of a rent credit.

On August 1, 2016, defendant sent plaintiffs a copy of a 2016 DHCR registration form for the apartment that lists the legal regulated rent as of April 1, 2016 as $9,644.57.

Plaintiffs contend, on their information and belief, that in November 2016, defendant filed an initial registration form with DHCR for apartment 11CD, listing October 1, 2006 as the date on which the apartment became subject to rent stabilization at an initial legal regulated monthly rent of $9,000. Defendant also filed, in November 2016, annual registration forms for the apartment, listing a monthly $9,000 rent as the legal regulated rent for the years 2007 through 2011; $9,157.50 as the legal regulated rent for 2012 through 2013; $9,386.55 as the legal regulated rent for 2014; and $9,644.57 as the legal regulated rent for 2015.

4. Defendant's alleged fraud

In 2009, 2011, and 2012, various decisions were rendered whereby a landlord's receipt of J-51 benefits was held to exempt the landlord from deregulating tenancies within buildings receiving such benefits, to be applied retroactively. Plaintiffs thus contend that by 2012 at the latest, defendant knew that tenants in its building were subject to rent stabilization and exempt from deregulation. According to plaintiffs, defendant's failure to register the apartment until 2016, knowing by 2012 that the apartment was rent-stabilized and needed to be registered, evidences defendant's fraudulent scheme to deregulate the apartment.

Plaintiffs also argue that the initial registered rents for apartments 11C, 11D, and 11CD were neither reliable nor legal as they were far in excess of the lawful initial stabilized rent based on the allowable IAI increases and applicable Special Guidelines Increase. And, even if the receipt of J-51 benefits did not prevent defendant from implementing high rent vacancy

deregulation, the apartments were covered by rent stabilization because the initial legal regulated monthly rents were less than $2,000.

According to plaintiffs, the initial registration for apartment 11CD is unreliable for the additional reasons that the listed rent bears no relationship to the prior rent history of either apartment 11C or apartment 11D, the rents listed in the annual registrations for apartment 11CD for the years 2007 through 2016 are based on the illegal rents previously charged, defendant failed to inform them that their tenancy was protected by stabilization, and it made no effort to restore their apartment to rent stabilization until after it was contacted by plaintiffs' attorneys in 2016, which was long after it knew that they were rent-stabilized tenants.

In arguing that defendant engaged in fraud and violated the RSL and RSC, plaintiffs allege that it failed to: (1) provide them or any of the predecessor rent-stabilized tenants with initial rent-stabilized leases and rent-stabilized lease renewal forms from 2006 and 2016; (2) provide rent stabilization riders to them or the predecessor rent-stabilized tenants; and (3) file with DHCR and serve on them annual registration forms for the apartment from 2006 to 2016.

5. Other claims

Plaintiffs allege that they are entitled to attorney fees based on a provision in the parties' lease and the RSL, and that defendant violated GBL § 349 by falsely representing to plaintiffs, other tenants in the building, and the public generally, that apartments in the building were unregulated and not subject rent stabilization laws, that such behavior has been harmful to plaintiffs and others, and that defendant has engaged in it willfully and knowingly.

B. Amended answer (NYSCEF 154)

In its amended answer, defendant sets forth the following affirmative defenses:

(1) plaintiffs fail to state a claim for declaratory and injunctive relief as they have, by their own admission, been recognized as rent-stabilized tenants of apartment 11CD and the apartment has been registered with DHCR as stabilized. Nor can plaintiffs allege that they have no adequate remedy at law or that they have suffered irreparable injury;

(2) plaintiffs' claims are barred by documentary evidence, namely, the records of DHCR and defendant, and registration statements served on tenants of apartments 11C and 11D;

(3) defendant has always acted in good faith, and its actions and good faith reliance on applicable laws negate any presumption of willfulness;

(4) plaintiffs' claims are barred by their unjust enrichment;

(5) plaintiffs' claim for injunctive relief is barred absent an inadequate remedy at law or irreparable harm; and

(6) plaintiffs lack standing to assert a claim pursuant to GBL § 349.

II. APPLICABLE LAW

In 2019, the New York State Legislature enacted the Housing Stability and Tenant Protection Act of 2019 (HSTPA), which, as pertinent here, extends the statute of limitations for rent overcharge claims, changes the method of determining the legal regulated rent for overcharge purposes, and alters the nature and scope of owner liability in rent overcharge cases. The Legislature did not provide that the statute was to be applied retroactively and in *Matter of Regina Metro. Co., LLC v New York State Div. of Hous. and Community Renewal*, the Court of Appeals determined that it did not apply retroactively. (NY3d , 2020 WL 1557900, 2020 NY Slip Op 02127 [2020]).

Before the Court in *Matter of Regina* were four cases in which was raised the issue of the proper calculation of the recoverable rent overcharge for an apartment improperly removed from

rent stabilization during the period of a building's receipt of J-51 benefits and before the 2009 decision in *Roberts v Tishman Speyer Props., L.P.*, 13 NY3d 270 (2009). (*Id.*).

As the Court observed, having held in *Roberts* that a landlord could not obtain luxury deregulation status for an apartment during the building's receipt of J-51 benefits, it thereby rejected DHCR's statutory interpretation and guidance from 1996 that the luxury deregulation of apartments receiving J-51 benefits applied only to buildings that had been subject to the RSL before the receipt of those benefits. In 2011, the appellate division applied the decision in *Roberts* retroactively. (*Gersten v 56 7th Ave. LLC*, 88 AD3d 189 [1st Dept 2011], *app withdrawn* 18 NY3d 954 [2012]). Before *Roberts* was decided, the apartments in issue in *Matter of Regina* had been treated as deregulated pursuant to then-prevailing DHCR regulations and guidance. (*Matter of Regina*, 2020 WL 1557900 [citations omitted]).

Absent retroactive application of the HSTPA, the cases before the Court in *Matter of Regina*, were thus analyzed pursuant to the law in effect when alleged overcharges were imposed. When the cases at issue in *Matter of Regina* were on appeal, the RSL required that, absent a finding of fraud, a rent overcharge be calculated by considering the rent charged on the date four years before the filing of the overcharge complaint, the "lookback period," as the "base date rent," and computing the difference between that rent and the rent actually charged to determine if the tenant was overcharged. An examination of the apartment's rental history before the lookback period was prohibited. (*Id.*).

Moreover, overcharge claims had then been governed by a four-year statute of limitations, which precluded the recovery of overcharges imposed more than four years earlier. And, once an apartment was deregulated, owners had no duty to file annual statements with DHCR; and if deregulated more than four years before the filing of an overcharge complaint,

preceding annual statements were likely destroyed. (*Id.*).

Thus, the Court held, the legal regulated was the "base date rent" reflected in the annual registration statement filed with DHCR four years before the most recent registration statement, plus later lawful increases and adjustments. However, if no registration statement had been filed reflecting the base date rent, the applicable base date rent was then deemed to be the rent charged four years before the overcharge complaint. (*Id.*).

Absent fraud, overcharge claims filed more than four years after the apartment was regulated would likely result in a finding that the "base date" rent was free-market rent and not registered, with the tenant entitled to recover as overcharges only the increases added to the market base date rent that were over the legal limits during the recovery period. Any other method for calculating the overcharges, the Court determined, was prohibited by the applicable regulations and caselaw. (*Id.*).

The review of the rental history of an apartment preceding the lookback period was permitted only to prove that an owner had engaged in a fraudulent scheme to deregulate the apartment. Thus, the Court held that

> (t)he rule that emerges from our precedent is that, under the prior law, review of rental history outside the four-year lookback period was permitted only in the limited category of cases where the tenant produced evidence of a fraudulent scheme to deregulate and, even then, solely to ascertain whether fraud occurred – not to furnish evidence for calculation of the base date rent or permit recovery for years of overcharges barred by the statute of limitations.

(*Id.* [citations omitted]).

The Court observed that after *Roberts* was decided, numerous cases were filed to determine overcharges resulting from the improper regulation of apartments. In such cases,

> the owners removed apartments from stabilization consistent with agency guidance. Deregulation of the apartments during receipt of J–51 benefits was not based on a fraudulent misstatement of fact but on a misinterpretation of the law – significantly, one

> that DHCR itself adopted and included in its regulations. As we observed in *Borden v. 400 E. 55th St. Assoc., L.P.*, a finding of willfulness "is generally not applicable to cases arising from the aftermath of *Roberts*" (24 NY3d 382, 389, 998 NYS2d 729, 23 N.3d 997 [2014]). Because conduct cannot be fraudulent without being willful, it follows that the fraud exception to the lookback rule is generally inapplicable to *Roberts* overcharge claims.

(*Id.*).

Subsequent to *Matter of Regina*, and in reliance thereon, the appellate division in *Corcoran v Narrows Bayview Co., LLC*, held that absent proof that the owner had engaged in fraud in deregulating the plaintiffs' apartment, the overcharge claims were subject to a four-year lookback period. The base rent date was thus four years before the date on which the complaint had been filed, and the Court found it irrelevant that there were no DHCR filings contemporaneous with the base rent date. (183 AD3d 511 [1st Dept 2020]).

The Court in *Corcoran* also upheld the dismissal of the plaintiffs' claim for treble damages based on allegations that the owner had willfully deregulated the apartment or violated rent laws by not filing annual DHCR registrations, observing that "a finding of willfulness is generally not applicable to cases arising in the aftermath of *Roberts*, where [the owner] followed DHCR's guidance when deregulating the unit," and that the failure to file annual disclosures with DHCR cannot support treble damages. (*Id.*).

III. CONTENTIONS

A. Plaintiffs (NYSCEF 281)

In their supplemental papers, plaintiffs agree that the lookback period for their overcharge claim begins four years before they filed their complaint, or July 28, 2012. While they concede that overcharges through June 2019 are to be calculated using pre-HSTPA law, they assert that the HSTPA applies to the calculation of their legal regulated rent and overcharges from July 2019 to the present.

Moreover, plaintiffs argue that a review of their rental history for the years preceding the lookback period is warranted to prove that defendant engaged in a fraudulent scheme to deregulate the apartment, and that the decision in *Matter of Regina* did not overrule the caselaw permitting the calculation of the legal regulated rent based on a default formula if the landlord engaged in a fraudulent scheme.

In maintaining that the Court in *Regina* did not decide whether the HSTPA's requirement of an award of attorney fees to a tenant who prevails on an overcharge claim is to be applied retroactively, plaintiffs claim that they are entitled to their fees if they prevail.

B. Defendant (NYSCEF 286)

In its supplemental papers, defendant observes that having failed to assert their claims within four years of the alleged first overcharge or of the *Roberts* decision, plaintiffs are barred from asserting a claim for any alleged overcharges before July 2012. And as the monthly base rent in July 2012 was $9,157.50, in the absence of fraud, that is the legal regulated base rent to be applied in determining whether they were overcharged.

According to defendant:

(1) the permitted rent guidelines increase on the lease renewal date of January 1, 2014 was four percent for a one-year lease, thus allowing an increase in plaintiffs' rent to $9,523, but as plaintiffs' lease for 2014 to 2015 required a monthly rent of $9,386.44, less than the permitted increase, there was no overcharge in 2014;

(2) the permitted rent guidelines increase for January 1, 2015 was 2.75 percent for a two-year lease, thus permitting a monthly rent for plaintiffs of $9,644.57. Plaintiffs were charged, however, a monthly rent of $9,714.97, resulting in an overcharge of $70.40 per month. It is undisputed that defendant remitted the amount of that overcharge to plaintiffs via a rent

credit; and

(3) By June 2016, the end of the lookback period here, defendant had acknowledged that the legal regulated rent for the apartment was $9,644.57 and charged plaintiffs no more than that amount.

Based on the foregoing, defendant argues that while a *de minimis* rent overcharge was imposed in 2015, it was remitted to plaintiffs, and that, therefore, defendant did not violate the pre-HSTPA rent stabilization laws.

Defendant also alleges that plaintiffs have not established that it engaged in a fraudulent scheme to deregulate plaintiffs' apartment or other apartments in its building, observing that the Court in *Matter of Regina* had made it clear that no fraud is established by an owner removing an apartment from stabilization pursuant to pre-*Roberts* guidance and regulations. Rather, in the two cases cited in *Matter of Regina*, where sufficient fraud was shown, the facts are inapposite to those in issue here.

Absent any fraud or overcharges, defendant argues, plaintiffs may not recover treble damages or attorney fees.

IV. ANALYSIS

A. Overcharge claim

In July 2012, four years before plaintiffs commenced this action, they resided in apartment 11CD and paid a monthly rent of $9,157.50. Barring proof of fraud, this is the base rent to be used to determine whether plaintiffs were overcharged.

Defendant establishes that, to the extent that plaintiffs were overcharged in 2015 and 2016, the overcharges were refunded to them, and that there was no other overcharge. Plaintiffs offer no proof to the contrary.

While plaintiffs claim entitlement to a post-HSTPA calculation of rent overcharged since 2019, they submit no supporting evidence, nor evidence that defendant has charged them more than the permitted rent guidelines increases since 2019.

Plaintiffs also offer no proof that defendant had engaged in fraud sufficient to warrant consideration of the apartment's pre-2012 history, and even assuming that plaintiffs' allegations concerning defendant's conduct are true, the failure to offer rent-stabilized leases, lease renewals, and lease riders, and to register the apartment annually are insufficient to establish fraud where an apartment was de-regulated pre-*Roberts*. Rather, defendant's conduct is referable to its belief that it was entitled to de-regulate the apartment based on the then-existing DHCR guidance and regulations. (*See eg, Matter of Regina*, 2020 NY Slip Op 02127, *5 [fraud exception to lookback rule generally does not apply in *Roberts* overcharge cases]).

Neither of the two cases cited in *Matter of Regina*, in each of which there was evidence of a fraudulent scheme to de-regulate was found, is apposite here. In *Conason v Megan Holding, LLC*, the owner created a fictitious tenant and renovation to justify its illegal rent increase (25 NY3d 1 [2015]), and in *Thornton v Baron*, the owner and tenants engaged in a conspiracy to remove apartments from rent stabilization by falsely representing that the apartments were not being used as primary residences in order to rent them at market rates and then sublet them at even higher rates and share in the illegal profits (5 NY3d 175 [2005]).

Given the finding in *Matter of Regina* that apartments de-regulated by an owner's receipt of J-51 benefits before *Roberts* was decided do not generally implicate a finding of fraud or willfulness, cases cited by plaintiffs in support of their contention that defendant engaged in fraud are immaterial absent an indication that those cases involved J-51 benefits. (*See eg, 435 Central Park W. Tenant Assoc. v Park Front LLC*, 183 AD3d 509 [1st Dept 2020]; *Vendaval*

Realty, LLC v Felder, 67 Misc 3d 145[A], 2020 NY Slip Op 50786[U] [App Term, 1st Dept 2020]).

Nolte v Bridgestone Assoc. LLC (167 AD3d 498 [1st Dept 2018]) and *Kreisler v B-U Realty Corp*. (164 AD3d 1117 [1st Dept 2018], *lv dismissed* 30 NY3d 1090 [2018]), may retain no viability post-*Matter of Regina,* and in any event, they contradict other caselaw in this department holding that an owner's post-*Roberts* conduct is irrelevant to determining whether it engaged in fraud in de-regulating an apartment during its receipt of J-51 benefits. (*Stulz v 305 Riverside Corp.*, 150 AD3d 558 [1st Dept 2017], *lv denied* 30 AD3d 909 [2018]).

B. Treble damages and attorney fees

Absent proof of an overcharge that was not refunded to plaintiffs, there is no basis on which to award treble damages. Nor are treble damages warranted by defendant's failure to file annual DHCR registrations. (*Corcoran v Narrows Bayview Co., LLC*, 183 AD3d 511 [1st Dept 2020] [court properly dismissed treble damages claim based on allegations that owner willfully deregulated apartment pre-*Roberts* and failed to file annual DHCR registration]).

As plaintiffs do not establish the merits of their claims against defendant, they are not entitled to an award of attorney fees.

C. Declaration of rent-stabilized status and related injunction

It is undisputed that in 2016, defendant acknowledged plaintiffs' rent-stabilized status and registered the apartment with DHCR, and therefore, plaintiffs are not entitled to a declaratory judgment or injunctive relief.

D. GBL claim

Section 349 of the GBL does not apply to private landlord-tenant disputes. (*Collazo v Netherland Prop. Assets, LLC*, 155 AD3d 538 [1st Dept 2017], *affd on other grounds* 35 NY3d

987 [2020]; *Aguaiza v Vantage Props., LLC*, 69 AD3d 422 [1st Dept 2010]; *Ramseur v Hudsonview Co*., 59 AD3d 308 [1st Dept 2009]). In any event, absent proof that defendant acted intentionally to deceive consumers as to the rent-stabilized status of its apartments, rather than in reliance of DHCR guidance pre-*Roberts*, plaintiffs do not establish a violation of that statute here.

E. Dismissal of defendant's affirmative defenses

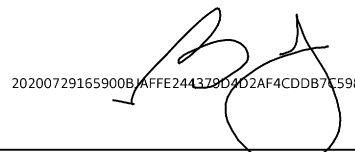
In light of the foregoing, plaintiffs' motion to dismiss defendant's affirmative defenses is denied as academic.

V. CONCLUSION

Accordingly, it is hereby

ORDERED, that plaintiffs' motion for summary judgment is denied in its entirety (mot. seq. four); and it is further

ORDERED, that defendant's motion for an order summarily dismissing the complaint (mot. seq. five) is granted in its entirety, and the complaint is dismissed and the clerk is directed to enter judgment accordingly.



7/29/2020
DATE

BARBARA JAFFE, J.S.C.

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