SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. VERNA L. SAUNDERS, JSC** **PART 36**

Justice

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EASTERN FUNDING LLC,

Plaintiff,

- v -

MARIA VELASQUEZ, JOSE D'ANTIGUA a/k/a JOSE D ANTIGUA, and KIARA HERNANDEZ,

Defendants.

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INDEX NO. 652816/2021

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49

were read on this motion to/for **SUMMARY JUDGMENT**.

Plaintiff moves for an order, pursuant to CPLR 3212, granting summary judgment against defendants to recover damages for an alleged breach of an irrevocable guaranty, and pursuant to CPLR 3211(b), striking the affirmative defenses alleged by defendants in their answer. Upon the foregoing documents, it is ordered that this motion by plaintiff for summary judgment is granted for the reasons set forth below.

On July 19, 2017, 131 Manhattan Deli Grocery Corp. ("Borrower") executed and delivered to plaintiff Eastern Funding LLC ("Eastern Funding") a Secured Promissory Note and Agreement ("2017 Secured Note") of a loan in the principal sum of $200,000.00 (NYSCEF Doc. No. 1 at ¶ 6, *Complaint*). The 2017 Secured Note provides that Borrower and all Guarantors will jointly and severally pay to plaintiff the cost and expense of enforcing the 2017 Secured Note, "including but not limited to: reasonable compensation" for plaintiff's attorneys' fees, disbursements, and costs incurred in connection with the collection of the outstanding balance due on the loan (*id.* at ¶ 8; NYSCEF Doc. No. 24 at ¶ 5, *Secured Note*). Pursuant to the terms of the 2017 Secured Note, failure to pay any sum when due is an event of default, which accelerates the loan such that the entire amount outstanding and unpaid becomes immediately due and payable (*id.* at ¶ 4-5). Furthermore, changing controlling ownership or commencing any bankruptcy or insolvency proceeding, if done by borrower or any guarantor, also constitutes an act of default (*id.* at ¶ 4). The 2017 secured note is signed by the Documentation Team Leader for the plaintiff and Maria Velasquez, President of Borrower (NYSCEF Doc. No. 10). The parties in the 2017 Secured Note and the Guarantors "expressly waive . . . presentment for payment; . . . notice of protest of this Note or the following Irrevocable Guaranty; other notice of any kind and all demands whatsoever" (*id.* at ¶ 9).

In addition, all three defendants – Maria Velasquez, Jose D'Antigua, and Kiara Hernandez – executed an Irrevocable Guaranty ("Guaranty"), in which they "irrevocably, absolutely and unconditionally jointly and severally guarantee" to plaintiff to be liable for the

borrowed sum and for the performance of all "existing and future" obligations of Borrower (*id.* [Irrevocable Guaranty]). The Guaranty further provides that upon any default by Borrower in its performance of its obligations to plaintiff, plaintiff can proceed against "one, some or all of the Guarantor[s] without first having to proceed against" Borrower (*id.*). The Guaranty is signed by each defendant with their respective names stated under their signatures and the same address is listed for each defendant[1] (*id.*). The percentage of ownership in Borrower is also listed next to each defendant's name – 100% next to Velasquez, and 0% next to D'Antigua and Hernandez (*id.*).

Borrower allegedly defaulted under the terms and conditions of the Secured Note by failing to pay the monthly installment of principal and interest due on August 21, 2019, and for each month thereafter (NYSCEF Doc. No. 1 at ¶ 13).

On September 20, 2019, plaintiff allegedly sent defendants a letter ("Demand Letter") notifying them of Borrower's default and the accelerated loan as a result, and duly demanded that the defendants immediately pay the amounts due pursuant to the Secured Note and Guaranty (*id.* at ¶ 15). The Demand Letter refers to a Secured Promissory Note and Agreement dated October 10, 2016 ("2016 Secured Note") between Villa Tapia Citi Fresh Supermarket Corp. ("VT Citi Fresh") and plaintiff, and an Agreement of Cross Default, Collateral Security, and Guaranty ("Cross Default Agreement") dated July 20, 2017 (NYSCEF Doc. No. 13, *Demand Letter*).

The 2016 Secured Note was executed by VT Citi Fresh and delivered to plaintiff for a loan in the principal sum of $200,000.00 (NYSCEF Doc. No. 12, *2016 Secured Note*). The 2016 Secured Note is signed by the Documentation Team Leader for the plaintiff and Maria Velasquez, President of VT Citi Fresh (*id.*). In addition, there is an Irrevocable Guaranty executed by defendants Velasquez and Hernandez (*id.*). The Cross Default Agreement "relates to any existing or future financing transaction" between plaintiff and in which Borrower, Citi Fresh, and Villa Tapia Grocery NY Corp. ("VT Grocery") are the "Maker, Borrower, or Debtor named in either a Promissory Note, a Secured Promissory Note and Agreement . . . that is either in favor of, or that has been assigned to" plaintiff (NYSCEF Doc. No. 11, *Cross Default Agreement*). Under the terms of the Cross Default Agreement, any default by either Borrower, Citi Fresh, or VT Grocery (collectively "Primary Obligors") in the performance of the obligations to plaintiff "shall be deemed a default by ALL of the Primary Obligors in ALL of their respective Obligations" (*id.* at ¶ 1). Each Primary Obligor grants plaintiff a security interest in "all of their now owned or hereinafter acquired contract rights, accounts receivable . . . machinery, equipment . . . and any other real and/or personal property arising of every kind and nature and any and all replacements, substitutions . . . as well as all proceeds and products therefrom" (*id.* at ¶ 2). Furthermore, each Primary Obligor "absolutely, unconditionally, irrevocably, jointly and severally guarantees ALL of the Obligations to ALL of the other Primary Obligors" (*id.* at ¶ 3). The Primary Obligors also waive notice of any default relating to the loan or any other obligations, presentment, demand for payment and notice of protest relating to any agreement, including the Cross Default Agreement (*id.* at ¶ 6).

[1] The address that appears under each defendant's signature appears to be the residence of Maria Velasquez and Jose D'Antigua, as alleged in the Complaint (NYSCEF Doc. No. 1 at ¶¶ 3-4).

Plaintiff alleges that, as guarantors, defendants have an absolute and unconditional obligation to repay the loan and their failure to do so is a breach of the Guaranty. Plaintiff seeks to hold the guarantors jointly and severally liable to plaintiff for breach of their contractual obligations in the principal amount of $135,132.94, plus accrued interest thereon as of October 31, 2019, in the amount of $4,846.46, plus additional interest at the default rate of 15.9% per annum from October 31, 2019, through and including the date of entry of judgment, plus reasonable and actual attorneys' fees, costs and expenses as contractually agreed to.

It is well-settled that 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 demonstrate the absence of any material issues of fact (*Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853 [1985]; *Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]). Once this showing has been made, the burden shifts to the party opposing the motion to produce evidentiary proof in admissible form sufficient to establish the existence of material issues of fact which require a trial of the action or show that "facts essential to justify opposition may exist but cannot [now] be stated." (CPLR 3212 [f]; *see Zuckerman*, 49 NY2d at 562). The "facts must be viewed in the light most favorable to the non-moving party" but "bald, conclusory assertions or speculation and a shadowy semblance of an issue are insufficient to defeat summary judgment" (*Stonehill Capital Mgt., LLC v Bank of the W.*, 28 NY3d 439, 448 [2016] [internal quotation marks and citation omitted]).

At the outset, the court declines to deny plaintiff's motion as procedurally defective. Under the Uniform Rules for the New York State Trial Courts (22 NYCRR § 202.8-g [a]), movant is required to submit "a separate, short and concise statement, in numbered paragraphs, of the material facts as to which the moving party contends there is no genuine issue to be tried." Neither party addressed the lack of such statement in their respective moving papers, but defendants raised this issue in a letter dated November 25, 2021 (NYSCEF Doc. No. 49), two days after the motion was fully submitted pursuant to the parties' stipulation (NYSCEF Doc. No. 39), and is thus, not properly part of the record on this motion. However, the letter does not alter the decision of this court.

Generally, the court may deny movant's motion for summary judgment for noncompliance with the rule, but "blind adherence to the rule is not mandated" (*Kucker Marino Winiarsky & Bittens, LLP v Nuevo Modern, LLC*, 2023 NY Slip Op 30281[U], **3 [Sup Ct, NY County 2023] [internal quotations and citations omitted]). Defendants have not alleged that it has been prejudiced by noncompliance with this rule, and furthermore, the parties provide the factual background in their respective moving papers. In this court's discretion, plaintiff's failure to submit the requisite statement is excused (*id.*).

"A guaranty is a promise to fulfill the obligations of another party" and like any written agreement, "is subject to the ordinary principles of contract construction" (*Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Intl.," N.Y. Branch v Navarro*, 25 NY3d 485, 492 [2015] [internal quotation marks and citations omitted]. Following these principles, "a written agreement that is complete, clear and unambiguous on its face must be enforced according to the plain meaning of its terms" (*id.* at 493 [internal quotation marks and citation omitted].) It is well-settled that "a guaranty is to be interpreted in the strictest manner" (*White*

Rose Food v Saleh, 99 NY2d 589, 591 [2003] [citations omitted].) A guaranty that is "clear and unambiguous on its face and, by its language, absolute and unconditional," conclusively binds the signer "by its terms absent a showing of fraud, duress or other wrongful act in its inducement" (*Citibank, N.A. v Uri Schwartz & Sons Diamonds Ltd.*, 97 AD3d 444, 446-447 [1st Dept 2012] [internal quotation marks and citations omitted]).

To meet its *prima facie* burden involving an unconditional guaranty, plaintiff must prove "the existence of the guaranty, the underlying debt and the guarantor's failure to perform under the guaranty", which plaintiff does here (*Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A*, 25 NY3d at 492). Plaintiff submitted a copy of the 2017 Secured Note, the guaranty signed by all three defendants, and an affidavit in support from Karen Tennant, the Vice President of Risk Management for the plaintiff, which states that defendants have failed to perform under the guaranty. The guaranty unequivocally provides that defendants are to fulfill the obligations of Borrower if Borrower failed to perform its end of the agreement. Accordingly, plaintiff has met its *prima facie* burden entitling it to summary judgment.

In opposition, defendants proffer affirmations from each defendant claiming that they dispute the outstanding balance allegedly due and owed to plaintiff (NYSCEF Doc. No. 21 at ¶ 5, *Klein Affirmation in Opposition*; NYSCEF Doc. No. 33 at ¶ 4, *Affirmation of Velasquez*; NYSCEF Doc. No. 34 at ¶ 4, *Affirmation of D'Antigua*; NYSCEF Doc. No. 35 at ¶ 4, *Affirmation of Hernandez*). Defendants contend that plaintiff failed to establish that they incurred damages because plaintiff did not proffer: (1) proof that it funded the $200,000.00 loan; (2) an accounting as to the payments that were and were not received; and (3) a breakdown as to whether the alleged outstanding debt was repaid partially or in full by any third parties (NYSCEF Doc. No. 21 at ¶ 5). Defendants served discovery demands for, *inter alia*, documentation relating to the above, but prior to any exchange of discovery between the parties, plaintiff filed the instant motion (*id.* at ¶ 10). Defendants claim that the documentation necessary to rebut plaintiff's claims are within plaintiff's control because the defendants were not involved with payments related to the loan (NYSCEF Doc. No. 21 at ¶ 21; NYSCEF Doc. No. 33 at ¶ 7; NYSCEF Doc. No. 34 at ¶ 7; NYSCEF Doc. No. 35 at ¶ 7). Defendants assert that plaintiff cannot remedy these deficiencies in their moving papers by supplementing additional exhibits in their reply papers.

In reply, plaintiff asserts that its *prima facie* burden simply had to prove the existence of the guaranty, the underlying debt, and the guarantors' failure to perform under the guaranty, which it did here, and does not include damages as defendants allege that plaintiff had to prove (NYSCEF Doc. No. 43 at ¶ 45, *Reply Affirmation of Mastrogiacomo*). Nevertheless, plaintiff proffers the following to prove that it funded the $200,000.00 loan and the accounting of the transactions related to this loan: (1) a funding request form which shows that the three disbursements that were paid to Borrower amount to the $200,000.00 loan (NYSCEF Doc. No. 40 at ¶ 9-10, *Reply Affidavit of Tennant*; NYSCEF Doc. No. 41, *Funding Request Form*); and (2) a transaction report of the loan to Borrower from July 21, 2017 through October 12, 2021, which shows that a payment from the SBA Loan in the amount of $6,748.85 was received and credited against Borrower's loan on October 21, 2020 (NYSCEF Doc. No. 40 at ¶ 16; NYSCEF Doc. No. 42, *Transaction Report*). An additional credit in the amount of $4,540.38 was further credited against Borrower's outstanding principal balance on October 26, 2020 (*id.*; NYSCEF Doc. No.

40 at ¶ 16). As of August 23, 2021, there remains an outstanding principal balance of $126,667.22 on Borrower's loan, and $43,214.88 in interest (*id.*).

Initially, these additional exhibits submitted in plaintiff's reply papers, may be considered by this court. The purpose of "reply papers is to address arguments made in opposition to the position taken by the movant, and not to permit the movant to introduce new arguments in support of, or new grounds for the motion" (*EPF Intl Ltd. v Lacey Fashions Inc.*, 170 AD3d 575, 575 [1st Dept 2019]). The function of this rule is to "prevent a movant from remedying basic deficiencies in its prima facie showing by submitting evidence in reply" and therefore shifting the burden to the non-moving party to prove the existence "of a triable issue of fact at a time when that party has neither the obligation nor opportunity to respond" (*Matter of Kennelly v Mobius Realty Holdings LLC*, 33 AD3d 380, 381 [1st Dept 2006]).

Here, plaintiff's reply papers responded to issues raised in defendants' opposition papers regarding whether plaintiff funded the loan and the accounting related to such loan (*see EPF Intl Ltd.*, 170 AD3d at 575). Plaintiff did not improperly raise new arguments or theories on which the instant motion is based. The additional exhibits do not shift the burden to the defendants to prove the existence of a triable issue of fact. Additionally, defendant Maria Velasquez signed both the 2016 and 2017 Note as President of VT Citi Fresh and Borrower, respectively. She has personal knowledge as to the facts and circumstances of this case, and presumably, should have records of the transactions related to a loan for her company.

In opposition, defendants also argue that at one point, plaintiff took possession of Borrower, sold it, and received additional funds from Borrower through a Small Business Administration Trust Funds loan ("SBA Loan") (NYSCEF Doc. No. 21 at ¶ 5; NYSCEF Doc. No. 33 at ¶ 5; NYSCEF Doc. No. 34 at ¶ 5; NYSCEF Doc. No. 35 at ¶ 5).

In its reply, plaintiff claims that defendants' argument is false (NYSCEF Doc. No. 43 at ¶ 21). Pursuant to an Order Approving Distribution of DIP Funds entered in Borrower's bankruptcy proceeding, and prior to dismissal of the bankruptcy action, the bankruptcy court approved payment of certain administrative claims from the loan proceeds from the SBA (*id.* at ¶ 25). These funds did not come from a sale of Borrower by plaintiff as alleged, and the funds were credited to Borrower's loan as mentioned earlier (*id.* at ¶ 25-26).

In opposition, defendants argue that plaintiff did not provide Borrower and defendants with written notice as the 2017 Note required (NYSCEF Doc. No. 21 at ¶ 3, 6, 8, 16; NYSCEF Doc. No. 33 at ¶ 6; NYSCEF Doc. No. 34 at ¶ 6; NYSCEF Doc. No. 35 at ¶ 6). Instead, defendants claim that the only alleged notice provided to them was the Demand Letter, but the information in that letter only refers to the 2016 Secured Note between VT Citi Fresh and plaintiff, and the Cross Default Agreement, neither of which were mentioned in the complaint and are not the subject of the instant action (NYSCEF Doc. No. 21 at ¶ 6-7, 17).

In its reply, plaintiff asserts that defendants waived their right to receive notice of the Borrower's default on the 2017 Note as well as any notice and demands for payment in the guaranty (NYSCEF Doc. No. 43 at ¶ 37). Furthermore, pursuant to the terms of the Irrevocable

guaranty, the defendants granted plaintiff the right to sue the defendants without first having to sue the Borrower under the 2017 Note (*id.* at ¶ 38).

Pursuant to the 2017 Note, "in the event of the occurrence of any default hereunder and written notice thereof, then the rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law and may be exercised singly or concurrently" (NYSCEF Doc. No. 24 at ¶ 5). In addition, all parties to the 2017 Note and the guaranty "expressly waive, to the extent permitted by law: presenting for payment; notice of dishonor; protest; notice of protest of this Note or the following Irrevocable Guaranty; other notice of any kind and all demands whatsoever" (*id.* ¶ 9). Additionally, the Guaranty provides that the Guarantors "agree that upon any default by [Borrower] in the performance of any of [Borrower's] obligations to [plaintiff], [plaintiff] can proceed against one, some or all of the Guarantor(s) without first having to proceed against [Borrower]; and [the Guarantors] hereby waive acceptance, or notice of acceptance of this Irrevocable Guaranty." (*id., Irrevocable Guaranty*).

It appears that written notice is required in the event of a default if plaintiff wanted to exercise all the cumulative rights and remedies singly or concurrently. However, plaintiff does not intend to do so here and is seeking a judgment for the outstanding balance due on the Note. Additionally, Section 9 of the 2017 Note and the Irrevocable Guaranty expressly provide that the Borrower and the Guarantors waive their right to any notice and demands for payment related to the Note. Furthermore, pursuant to the terms of the Guaranty, plaintiff could sue the defendants under the 2017 Note without first having to sue the Borrower (*id.* at ¶ 38).

Defendants also argue that they cannot be held personally liable in the instant action pursuant to the Guaranty and the Cross Default Agreement because it was signed by the defendants in their professional capacities only as officers of Borrower, VT Citi Fresh, and VT Grocery (*id.* at ¶ 7). Moreover, defendants claim that defendant Hernandez sold her 100% interest in VT Grocery to a third party on July 1, 2018, and thereafter had no relationship to VT Grocery (*id.* at ¶ 11).

A review of the Guaranty would show that all three defendants signed their respective names on their respective signature lines, and their names and addresses are printed under each signature line. As mentioned earlier, the same address is listed for each defendant, which appears to be defendant Velasquez' residence (NYSCEF Doc. No. 1 at ¶ 3-4). There is no indication that they were signing in their professional capacities as officers of a company. This is further supported by the fact that defendant Velasquez signed the 2017 Note as President of Borrower (*see Georgia Malone & Co., Inc. v Ralph Rieder*, 86 AD3d 406, 408 [1st Dept 2011] [the general practice when an individual wishes to be personally bound is to sign the contract twice). Therefore, it would logically follow that the defendants are personally liable under the Guaranty. Defendants' claim that defendant Hernandez sold her interest in VT Grocery in 2018, after she signed the Guaranty in 2017, is irrelevant to her defense that she is not personally liable under the Guaranty.

Defendants contend that the instant motion must be denied as against defendant D'Antigua because any debt attributed to defendant D'Antigua in the instant action is discharged

pursuant to a separate bankruptcy action, in which the bankruptcy court issued an order of discharge and final decree on July 20, 2021, discharging D'Antigua's debts (*id.* at ¶ 9). As the court order was issued after plaintiff commenced the instant action on April 28, 2021, the court's order of discharge and final decree applies to any debts that may be attributed to D'Antigua in this action.

In reply, plaintiff claims that they did not receive notice of D'Antigua's bankruptcy proceeding but now that they are aware of this information, plaintiff agrees that D'Antigua should be severed from this action and has provided a proposed order as an exhibit in its papers (*id.* at ¶ 18-20). Pursuant to CPLR §603, this action is severed as to defendant Jose D'Antigua only.

CPLR 3211(b) allows for dismissal of one or more defenses where that defense is not stated or has no merit. Conclusory affirmative defenses, such as those which state the name of a legal theory but provide no facts, will be dismissed (*Bankers Trust Co v Fassler*, 49 AD2d 855 [1st Dept 1975]; *see Scholastic Inc. v Pace Plumbing Corp.*, 129 AD3d 75, 79 [1st Dept 2015] [neither "plaintiff nor the court ought to be required to sift through a boilerplate list of defenses, or 'be compelled to wade through a mass of verbiage and superfluous matter' . . . to divine which defenses might apply to the case"] [*quoting Barsella v City of New York*, 82 AD2d 747, 748 [1st Dept 1981]). Furthermore, "the failure to raise pleaded affirmative defenses in opposition to a motion for summary judgment renders those defenses abandoned and thus subject to dismissal" (*Wells Fargo Bank, N.A. v Brooks*, 2016 NY Slip Op 31869[U], **3-4 [Sup Ct, Suffolk County 2016], citing *New York Commercial Bank v J Realty F Rockaway, Ltd.*, 108 AD3d 756 [2d Dept 2013]; see also *Starkman v City of Long Beach*, 106 AD3d 1076 [2d Dept 2013]).

Defendants pleaded twenty-seven affirmative defenses in their answer and plaintiff seeks to strike all twenty-seven affirmative defenses. Defendants do not address any of the affirmative defenses in their opposition papers. Therefore, all of the affirmative defenses that were not raised in defendant's opposition papers to a motion for summary judgment are deemed abandoned and therefore, are dismissed.

Under the facts presented here, the Guaranty clearly provides that the Guarantors have an unconditional obligation to repay the loan and their failure to do so constitutes a breach of the Guaranty. Plaintiff met its *prima facie* burden entitling it to summary judgment and defendants failed to establish any genuine issue of material fact, which would preclude the granting of same. Accordingly, it is hereby

ORDERED that the plaintiff's motion for summary judgment is granted only against defendants MARIA VELASQUEZ and KIARA HERNANDEZ to the extent set forth below; and it is further

ORDERED and **ADJUDGED** that the Clerk of the Court is directed to enter judgment in favor of the plaintiff and against defendants MARIA VELASQUEZ and KIARA HERNANDEZ, jointly and severally, in the amount of $126,667.22, plus interest in the amount of $4,846.46 (interest to October 31, 2019), with additional interest at the contractually agreed upon rate of 15.9% per annum from October 31, 2019 to the date of entry of judgment with costs and

disbursements as calculated by the Clerk upon submission of an appropriate bill of costs; and it is further

ORDERED that plaintiff's claim for attorneys' fees is severed and referred to a Special Referee to hear and determine; and it is further

ORDERED that this action is severed as to defendant JOSE D'ANTIGUA, and is continued as to the remaining defendants; and it is further

ORDERED that movant is directed to serve a copy of this order with notice of entry on the Clerk of the General Clerk's Office within ten (10) days from entry and the Clerk shall mark the action severed as to defendant JOSE D'ANTIGUA only; and it is further

ORDERED that a copy of this order with notice of entry be served by plaintiff upon the Clerk of the General Clerk's Office (60 Centre Street, Room 119), who is directed, upon the filing of a note of issue and a certificate of readiness and the payment of proper fees, if any, to place this action on the appropriate trial calendar for the assessment hereinabove directed; and it is further

ORDERED that such service upon the Clerk of the General Clerk's Office shall be made in accordance with the procedures set forth in the Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases (accessible at the "E-Filing" page on the court's website)]; and it is further

ORDERED that plaintiff's motion to dismiss the defendants' affirmative defenses is granted; and it is further

ORDERED that within thirty (30) days of entry of this judgment and order, plaintiff shall serve a copy upon defendants with notice of entry.

This constitutes the decision and order of the Court.

June 5, 2023

HON. VERNA L. SAUNDERS, JSC

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