SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. FRANCIS A. KAHN III** **PART** **IAS MOTION 32**

Acting Justice

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RICHARD BUONOMO LTD,

Plaintiff,

- v -

DEAN GEIBEL, TARA GEIBEL, JOAN BOYCE LTD, ALEXANDER EKSTRA, ALEXANDER EKSTRA A/K/A EKSTRA DESIGN, DAJU, INC., and THOSE INTERESTED UNDERWRITERS AT LLOYD'S, LONDON,

Defendants.

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INDEX NO. 654799/2019

MOTION DATE N/A

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 151

were read on this motion to/for SUMMARY JUDGMENT (AFTER JOINDER).

Upon the foregoing documents, the motion[1] is determined as follows:

Plaintiff Richard Buonomo Ltd. is a merchant in the business of buying and selling diamonds and jewelry (*see* NYSCEF Document # 2). Plaintiff asserts causes of action to quiet title and for declaratory relief, with respect to the ownership of a 6.31 carat diamond identified by 2014 Gemological Institute of America ("GIA") certificate report number 216 562 4911 ("Diamond"), which was allegedly stolen from Defendants Tara and Dean Geibel ("Geibels").

In its Complaint, Plaintiff alleges that the Diamond is not the 6.32 carat diamond, identified by 2004 GIA certificate report number 130 603 99, stolen from the Geibels and so the Geibels' competing claim of ownership fails. Plaintiff further alleges that, even if the Diamond is determined to be the one stolen from the Geibels, the Diamond is Plaintiff's property, by virtue of the merchant entrustment rule under Article 2 of New York's Uniform Commercial Code, because Plaintiff bought the Diamond for fair market value as a bona fide purchaser from a merchant in the diamond business.

In their answer, dated August 30, 2019 (*see* NYSCEF Document No. 11), the Geibels generally deny Plaintiff's allegations against them and assert three counterclaims and cross-

[1] While *sub judice,* this action was reassigned to Justice Bluth. However, this court will render the decision as the motion was orally argued before this court.

claims against Plaintiff, as well as co Defendants and cross-claim Defendants Joan Boyce Ltd. (Boyce), the jeweler to whom the Geibels entrusted the ring, Alexander Ekstra and Alexander Ekstra doing business as Ekstra Design (collectively, "Ekstra"), the jewelry repairer who stole the Diamond from the ring, Daju, Inc. ("Daju"), and those interested underwriters at Lloyd's, London ("Lloyd's"), which underwrite an all risk insurance policy for Boyce. The Geibels' three counterclaims/cross-claims are to quiet title to the Diamond in their favor, to obtain declaratory relief decreeing that they are the sole owners of the Diamond, and to obtain a judgment against Plaintiff and the cross-claim Defendants Ekstra and Daju for their conversion of the Diamond, ordering that the Diamond be returned to the Geibels (*id.*)

The Geibels' co Defendants also answered the Complaint denying Plaintiff's allegations and, with the exception of Ekstra, asserting various counterclaims and cross-claims. Certain cross-claims involve the parties' entitlement to insurance coverage, settlement and restitution payments upon resolution of this action, discussed below.

In its motion bearing sequence number 1, Plaintiff seeks summary judgment in its favor under CPLR §3212 with respect to its two causes of action, premised principally on the merchant entrustment rule under New York's Uniform Commercial Code (UCC). Plaintiff also claims, among other things, that the Geibels' settlement and release agreement with Boyce, in connection with a prior action involving the loss of the Diamond, effectively released the Geibels' claim of ownership of the Diamond. Plaintiff further asserts that Ekstra was Boyce's agent or representative for the repair of the ring and so Ekstra's conduct also falls within ambit of the release. Plaintiff also seeks to recover attorneys' fees and costs from the Geibels under 22 NYCRR section 130.1. Plaintiff further requests leave to amend the Complaint to conform ¶¶ 23-27 of its pleading to the evidence.[2]

Defendants Tara and Dean Geibel oppose Plaintiff's motion and cross-move to obtain summary judgment in their favor, declaring that they are the rightful owners of the Diamond. They also argue that the settlement and release agreement does not support plaintiff's claim of ownership because the release does not cover Ekstra or Plaintiff, and that the plain language of the agreement plainly shows that the Geibels never relinquished title to the Diamond.[3]

Defendant Boyce opposes Plaintiff's motion and supports the Geibels' cross-motion for declaratory relief with respect to their asserted ownership of the Diamond. Boyce also requests

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[2] Paragraphs 23 to 27 of the Complaint relate to the Boyce's property insurance coverage for the Diamond with Lloyd's.

[3] In its motion and its opposition to the Geibels' cross-motion, plaintiff does not address its claim that the Diamond is not the diamond allegedly stolen from the Geibels. Indeed, as shown by its statement of undisputed facts, discussed below, plaintiff states as an undisputed fact that the gemstone held by the New York County District Attorney's Office is the Diamond stolen from Tara Geibel, as the Geibels have alleged (*see* plaintiff's rule 19-a statement of undisputed facts, dated December 15, 2019 [plaintiff's SUF] ¶ 27 [NYSCEF Doc No. 60]). Accordingly, plaintiff has abandoned this facet of its claim (*Kuehne & Nagel, Inc. v Baiden*, 36 NY2d 539, 544 [1975] ["Facts appearing in [a] movant's papers which the opposing party does not controvert may be deemed to be admitted"] [citations omitted]).

that, upon the return of the Diamond to the Geibels, the Geibels be directed to reimburse Boyce $104,500, which Boyce paid to the Geibels for the loss of the Diamond, from which amount Boyce pledges to reimburse Lloyd's for its contribution to the settlement. In the alternative, should plaintiff prevail, Boyce requests that the court order the restitution payments to be made by Ekstra, as part of his plea agreement with the New York County District Attorney's Office, be directed to Boyce, to be divided with Lloyd's.

Background

On July 24, 2004, the Geibels paid $104,500 to jeweler Boyce for a ring, with the 6.2 carat Diamond set in its center, fully surrounded by a row of melee diamonds and with melee diamonds set in a single row in the band (Plaintiff's Statement of Undisputed Facts)[4] The Geibels obtained GIA certificate number 130 603 99 for the Diamond.

On August 30, 2014, Tara Geibel voluntarily entrusted the ring bearing the Diamond to Boyce, to repair and replace seven melee diamonds lost from the setting. Plaintiff claims that Boyce informed Tara Geibel that it would "entrust" the ring to Ekstra, a jewelry merchant and repairer, as Boyce only sold jewelry and did not perform jewelry repairs. The Geibels dispute plaintiff's assertion that Ms. Geibel was informed that Ekstra had contracted to repair the ring bearing the Diamond. They contend that Ms. Geibel was unaware of the existence of Ekstra, believed that the repair would be made by a Boyce employee, and never entrusted the ring to Ekstra, as plaintiff asserts (*see* NYSCEF Document # 131).

In September 2014, while the ring was in his possession for repairs, Ekstra removed the Diamond from its setting, replaced it with a false stone, and sold the Diamond to Daju, a merchant in the business of buying and selling diamonds and jewelry, for $99,000. The Geibels challenge these purported statements of undisputed fact, insofar as they suggest that Ekstra and Daju were merchants in the business of buying and selling diamonds of the same kind and quality as the Diamond. They also dispute the validity of the sale for an amount far less than the Diamond's appraised value and without a GIA certificate.

In October 2014, David Suissa of Daju submitted the Diamond to GIA for certification, obtained GIA certificate report number 216 562 4911 for it, and had that certificate number laser inscribed on the Diamond. The Geibels do not take issue with this statement of fact, except to deny any implication that the diamond in Daju's possession was not the Diamond at issue here. In reply, Plaintiff states that "[t]he parties all agree that the Diamond in Daju's possession was the Diamond at issue in this case" (*see* NYSCEF Document #12).

On January 12, 2015, Daju sold the Diamond to New Diamond Connection, a merchant in the business of buying and selling diamonds and jewelry, for $136,000. On January 13, 2015, New Diamond Connection sold half interests in the Diamond to Chris A. Morris ("Morris") and Daniel Sklarin Trading, Inc. ("Sklarin"), merchants in the business of buying and selling diamonds and jewelry, for a total of $146,706, The Geibels acknowledge that there are generally

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[4] "The term melee is used to describe. . . all small diamonds that are used in embellishing mountings for larger gems" (https://www.britannica.com/topic/melee-diamond).

no issues of material fact with respect to these sales from one merchant to the other but the Geibels dispute whether any of these merchants were in the business of buying and selling diamonds of the same kind and quality as the Diamond and question the validity of the sales insofar as they were for less than appraised value. The Geibels also question the validity of the sale from Daju to New Diamond Connection without a GIA certificate. In reply, plaintiff asserts that, at the time of its sale by Daju to New Diamond Connection, the Diamond had been GIA certified and had been inscribed with the GIA Certification Report Number.
On January 21, 2015, Morris and Sklarin sold their combined interests in the Diamond to plaintiff for a total sales price of $170,000.

On January 24, 2017, the Geibels filed an action in this court captioned *Dean Geibel and Tara Geibel v Joan Boyce Ltd.* (Index No. 650404/2017) ("Geibel Action"), seeking the return of the Diamond or recovery of damages in the amount of the Diamond's current value. The Geibels' complaint asserted causes of action against Boyce for negligence, bailment, breach of contract, conversion and unjust enrichment, for loss of the Diamond.

On March 24, 2017, the Geibels and Boyce entered into a settlement agreement and release, to resolve all claims they had against each other arising out of the transactions and occurrences underlying the complaint in the Geibel Action. In exchange for the settlement and release of their claims, Boyce paid the Geibels $104,500, which is the amount that the Geibels paid in 2004 for the ring set with the Diamond.

In 2018, under Indictment Number 1221/2018, Alexander Ekstra was indicted by the New York County District Attorney's Office for grand larceny in the second degree under Penal Law section 155.40 (1), for stealing the Diamond from the Geibels (*see* NYSCEF Document ## 90, 104).

On July 29, 2019, in the Criminal Term of this court, Alexander Ekstra entered a plea agreement with the District Attorney's Office, under which, to avoid jail time, he pleaded guilty to the charge of larceny in the second degree and agreed to pay $75,000 as restitution over the term of his five-year probation (*see* NYSCEF Document # 105).

On August 22, 2019, by stipulation entered with Plaintiff's counsel, the District Attorney's Office agreed to hold the Diamond until this court's final determination of true ownership. Plaintiff and the Geibels are the only parties in this action claiming ownership of the Diamond.

Among additional material facts, the Geibels state that they regularly brought the ring bearing the Diamond to Boyce for repair work and were unaware that any of the repairs were not performed by a Boyce employee. They also state that they never entrusted the ring to Ekstra or any party other than Boyce. Between 2014, following its return from the repair work performed by Ekstra, and 2016, the ring bearing the Diamond was kept in a safe at the Geibel's house, due to Tara Geibel suffering significant health issues. On or about August 5, 2016, Ms. Geibel brought the ring to Boyce to have the setting tightened. It was during this repair that the theft of the Diamond was discovered. The Geibels were informed of the theft on or about August 20, 2016 and immediately filed a police report.

In paragraph 3 of its Counter Statement of Undisputed Facts (*see* NYSCEF Document # 120), Boyce confirms that the Geibels entrusted the ring to Boyce, but contends that they did so with the understanding that the ring would be sent out to a repair company to perform the needed repairs. Boyce also states that it is in the business of selling completed jewelry items, not individual stones, and that it is not in the business of performing jewelry repairs.

Boyce's principal, Joan Boyce, also submits an affidavit, sworn to January 12, 2020, in opposition to plaintiff's motion and in support of the Geibel's cross motion (*see* NYSCEF Document # 121), attesting to the veracity of these counterstatements. Ms. Boyce further avers that neither Mr. Ekstra nor Ekstra Design nor any of the other co-Defendants were agents, attorneys, consultants, servants, representatives, employees, affiliates, parents, subsidiaries or assigns of Boyce. Ms. Boyce specifically states that neither Plaintiff nor Ekstra have any legal relationship to Boyce.

Discussion

To prevail on a summary judgment motion, the movant must produce evidentiary proof in admissible form sufficient to warrant the direction of summary judgment in its favor (*see GTF Mktg. v Colonial Aluminum Sales,* 66 NY2d 965, 967 [1985]; *see also Stonehill Capital Mgt. LLC v Bank of the W.*, 28 NY3d 439, 448 [2016], quoting *Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986] [proponent of summary judgment "'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'"]). If the moving party fails to make a *prima facie* showing of its entitlement to summary judgment, the motion must be denied, regardless of the sufficiency of the opposing papers (*William J. Jenack Estate Appraisers and Auctioneers, Inc. v Rabizadeh*, 22 NY3d 470, 475 [2013]).

Once this showing is made, the burden shifts to the opposing party to submit proof in admissible form sufficient to raise a question of fact requiring a trial (*see Kosson v Algaze,* 84 NY2d 1019, 1020 [1995]).

In deciding a motion for summary judgment, the court must view the evidence in the light most favorable to the non-movant (*see Branham v Loews Orpheum Cinemas*, 8 NY3d 931, 932 [2007]). Party affidavits and other proof must be examined closely "because summary judgment is a drastic remedy and should not be granted where there is any doubt as to the existence of a triable issue" (*see Rotuba Extruders v Ceppos*, 46 NY2d 223, 231 [1978] [citation and internal quotation marks omitted]). Still, "only the existence of a bona fide issue raised by evidentiary facts and not one based on conclusory or irrelevant allegations will suffice to defeat summary judgment" (*id.).*

Under subsection 2 of UCC section 2-403, "Any entrusting of possession of goods to a merchant who deals in goods of that kind gives him the power to transfer all rights of the entruster to a buyer in the ordinary course of business."

"Under this provision, a buyer in the ordinary course of business will prevail over the claim of an owner who entrusted such items to the merchant" (*Graffman v Espel,* 1998 WL 55371 at *3 [SD NY, Feb. 11, 1998, No. 96-CIV-8247 [SWK], *affd* 201 F3d 431 [2d Cir 1999] [construing New York law]).

The UCC defines "'[b]uyer in ordinary course of business,'" in pertinent part, as

> "a person that buys goods in good faith, without knowledge that the sale violates the rights of another person in the goods, and in the ordinary course from a person, other than a pawnbroker, in the business of selling goods of that kind. A person buys goods in the ordinary course if the sale to the person comports with the usual or customary practices in the kind of business in which the seller is engaged or with the seller's own usual or customary practices. . .."

UCC § 1-201 (9).

Subsection 3 of UCC section 2-403 defines "Entrusting" to include "any delivery and any acquiescence in retention of possession regardless of any condition expressed between the parties to the delivery or acquiescence and regardless of whether the procurement of the entrusting or the possessor's disposition of the goods has been such as to be larcenous under the criminal law."

"Unlike a thief, an entrustee has voidable, as opposed to void, title, and therefore can pass good title to a third party" (*see Interested Lloyd's Underwriters v Ross*, 60 UCC Rep Serv 2d 558 [SDNY Oct 28, 2005], *citing, inter alia,* UCC § 2-403 [1] and *Kaminsky v Karmin,* 187 AD2d 488, 489 [2d Dept 1992] ["A bona fide purchaser for value may obtain a good title from one who has a voidable title"] [internal quotation marks and citation omitted]).

> "The 'entruster provision' of the Uniform Commercial Code is designed to enhance the reliability of commercial sales by merchants (who deal with the kind of goods sold on a regular basis) while *shifting the risk of loss through fraudulent transfer to the owner of the goods, who can select the merchant to whom he entrusts his property.* It protects only those who purchase from the merchant to whom the property was entrusted in the ordinary course of the merchant's business"

(*see Porter v Wertz*, 53 NY2d 696, 698 [1981] [emphasis added]).

Boyce corroborates the Geibels' assertion that Ms. Geibel entrusted the ring to Boyce for repairs. Plaintiff counters by confusing the roles of Boyce and Ekstra, to preserve his entrustment claim. Plaintiff quotes text messages exchanged between Ms. Boyce and Ms. Geibel in August 2016, shortly before the Geibels were informed about the theft of the Diamond:

> Ms. Boyce: Tara – there was a problem with your ring and it has to be looked at in the city so please come out next weekend. Sorry for the inconvenience. Thanks. Joan

Ms. Geibel: I will, thank you. After the ring was crushed and we needed a ring to get it off my finger I sent it to your guy in the city for repairs so I know he's familiar with the ring. I'm not in any rush. Thanks Joan!

Ms. Boyce: I don't understand did you send it to my jeweler with me or did you send it to him on your own I don't understand the sequence because after we fixed it it is not reparable now that's what's concerning

Ms. Geibel: 2 summers ago the ring crushed on my finger as I was lifting a stool. My son was able to get it off using a wrench. I brought it to your store in Westhampton for repair. But the repair was taking longer than I had time left in Westhampton so I picked it up in your office in NYC. Then last summer I noticed the big stone was loose. I took it to the Westhampton store and picked it up as I was leaving for the summer. I noticed when I returned to NJ that it was still loose. I put it in my safe and haven't worn it since I didn't realize that the stone was loose because of the damage from 2 years ago. I'll do what ever is necessary to fix it. It is a beautiful piece."

(Affirmation of Cindy E. Molloy, Esq., executed December 15, 2019; *see* NYSCEF Document ## 90, 109).

From this exchange, plaintiff argues that although Ms. Geibel physically delivered the ring to Boyce, that entrustment was for the sole purpose of repair and so, because Ms. Geibel was purportedly aware that the 2014 repairs were performed by Boyce's "guy in the city," she was effectively entrusting the ring to Ekstra. These suppositions are not supported by these texts. They state that Ms. Geibel previously dropped the ring off for repairs in 2014 at Boyce's shop in Westhampton and picked it up at Boyce's office in Manhattan, and so Boyce's "guy in the city" may well be a Boyce employee in Boyce's Manhattan office (*see* NYSCEF Document# 123). Boyce had an office in Manhattan and seasonal shops in Westhampton, New York and Aspen, Colorado.

More importantly, plaintiff offers no authority to support its contention that Boyce's reliance on Ekstra to perform repairs, whether or not disclosed to customers, vitiates Ms. Geibel's selection of Boyce as the merchant to whom she entrusted her ring (*see Porter v Wertz*, 53 NY2d at 698). Indeed, the relevant UCC provision defines "Entrusting" to "include[] any delivery and any acquiescence in retention of possession *regardless of any condition expressed between the parties to the delivery or acquiescence*" (UCC § 2-403 [3] [emphasis added]), and so the particulars of the understanding Ms. Geibel and Boyce reached with respect to the entrustment are immaterial.

Subdivision (2) of UCC section 2-402 does not apply here because Ekstra is not the merchant to whom Ms. Geibel entrusted with possession of the ring (*see Porter,* 53 NY2d at 700). Thus, only Boyce, as the entrusted merchant, would have had the power under UCC section 2-403 (2) to transfer the Geibels' rights in the Diamond to a buyer in the ordinary course of business. Boyce did not sell the Diamond to Ekstra and so Ekstra could not pass good title to the Diamond to Daju. Alexander Ekstra is a thief and so he passed void title to Daju and the

other subsequent purchasers, including plaintiff (*see Candela v Port Motors Inc.*, 208 AD2d 486, 487 [2d Dept 1994] [under UCC § 2-403[1], "a [] thief is not a 'purchaser', and if it is proven that [the purchaser] purchased [goods] from an actual [] thief, or from a successor in interest to a [] thief, then [the purchaser's] title would be void, and not merely 'voidable'"]).

Plaintiff also claims that Ekstra was Boyce's agent or representative for the repair and so Ekstra's conduct falls within ambit of the release. Plaintiff, however, presents no evidence that Boyce provided Ekstra any equipment or supervised or controlled his performance of the repair work, and so plaintiff fails to raise an issue of fact as to whether Boyce exercised sufficient control over Ekstra's repair services such that Ekstra could be considered Boyce's agent or employee (*Gruenberg v Mann*, 297 AD2d 552, 553 [1st Dept 2002]).

Plaintiff also makes assertions premised on the Geibels' settlement and release agreement with Boyce, resolving the Geibel Action, such as accord and satisfaction and collateral estoppel, to contend that the Geibels released their claim of ownership of the Diamond. None of these arguments are apposite.

"New York case law has long protected the right of the owner whose property has been stolen to recover that property, even if it is in the possession of a good-faith purchaser for value" (*Solomon R. Guggenheim Found. v Lubell*, 77 NY2d 311, 317 [1991], citing *Saltus & Saltus v Everett*, 20 Wend 267, 282 [1838]). This right is not affected by the Geibels' settlement with Boyce with respect to the Diamond. "[W]hether or not [the Geibels] have collected a payment for its theft are issues" between the Geibels, Boyce and Boyce's insurer, Lloyd's (*Alexander v Spanierman Gallery, LLC*, 64 AD3d 487, 487-88 [1st Dept 2009], *lv denied*, 13 NY3d 709 [2009]). "When [the Geibels] regains possession of the [Diamond], the insurer [and Boyce] would presumably be entitled to either a return of the payment or possession of the [Diamond]" (*id.* at 488). None of the issues Plaintiff raises "affect the central issue of whether or not [it] obtained good title to the [Diamond], which it did not" (*id.* [internal citation omitted]).

Ms. Geibel has agreed to return the $104,500 paid by Boyce in settlement of the Geibel Action upon entry of an order declaring that she and her husband Dean Geibel are the rightful owners of the Diamond. She also has agreed to make no claim to the restitution to be paid by Ekstra as part of his plea agreement with the District Attorney's Office (*see* NYSCEF Document #128). Boyce has likewise agreed to accept the Geibels' reimbursement of the settlement payment to resolve issues between them. Boyce has also agreed with Lloyd's demand in paragraphs 10 and 11 of its answer to reimburse it in full for its contribution of $75,000 towards settlement in the Geibel Action. In the prayers for relief in its answer. Boyce sought to recover restitution payments from Ekstra only if the court granted plaintiff's claims for ownership of the Diamond. Finally, in paragraph 12 of its answer, Lloyd's asserted a claim to Ekstra's restitution payments but only to the extent that it does not recover the full $75,000 it paid under its insurance policy in settlement of the Geibel Action. In light of these statements, the court deems that the claims of Dean and Tara Geibel, Boyce and Lloyd's to restitution payments from Ekstra are waived, in favor of plaintiff.

Accordingly it is,

ORDERED that plaintiff's motion for summary judgment in its favor, and to dismiss the counterclaims of Defendants Dean and Tara Geibel, is denied, in all respects; and it is further

ORDERED that the cross-motion of Defendants Dean and Tara Geibel for summary judgment, seeking an order to quiet title to the Diamond in their favor is granted; and it is further

ADJUDGED AND DECLARED that Defendants Dean and Tara Geibel are the sole rightful owners of the Diamond; and it is further

ORDERED that the Office of the District Attorney of the County of New York surrender possession of the Diamond to Defendants Dean and Tara Geibel, or either of them, upon presentment of this decision and order; and it is further

ORDERED that, within fourteen (14) days of the entry of this Order, Defendants Dean and Tara Geibel shall reimburse the amount it received in settlement of the Geibel Action by delivering a cashier's check, in the amount of $104,500, payable to defendant Boyce, to Boyce's counsel, $75,000 of which Boyce will remit to Lloyd's as soon as practicable; and it is further

ORDERED that the District Attorney's Office of the County of New York shall direct any restitution payments made by Ekstra to Plaintiff Richard Buonomo Ltd.; and it is further

ORDERED that all remaining causes of action, counterclaims and cross-claims asserted in this action by and among the parties hereto are dismissed as moot; and it is further

ORDERED that the Clerk is directed to enter judgment accordingly.

8/19/2020
DATE

FRANCIS A. KAHN III, A.J.S.C.

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