

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 48

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SANJIV MEHRA,

Plaintiff,

- v -

JONATHAN TELLER, SARAH SLOVER, THE KIND
GROUP LLC, EOS PRODUCTS, LLC,

Defendants.

INDEX NO. 657027/2020

MOTION DATE _____

MOTION SEQ. NO. 004

**DECISION + ORDER ON
MOTION**

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HON. ANDREA MASLEY:

The following e-filed documents, listed by NYSCEF document number (Motion 004) 58, 59, 60, 61, 62, 63, 64, 65, 66, 68, 69, 70

were read on this motion to/for DISMISS.

Upon the foregoing documents, it is

Defendants Jonathan Teller and Sarah Slover, and Nominal Defendants The Kind Group LLC (Kind), and EOS Products, LLC (EOSP) move pursuant to CPLR 3211(a)(1) and (5),¹ to dismiss the First Amended Complaint (FAC) (NYSCEF Doc. No. [NYSCEF] 47) of plaintiff Sanjiv Mehra.

The Kind and EOS businesses are well known for their signature egg-shaped lip balm, but also manufacture shave creams and lotions. (*Id.* ¶ 4.) "For the decade prior to September 26, 2019 . . . Mehra and Teller were co-CEOs" of EOSP. (*Id.*)

This action, brought by Mehra individually and derivatively on behalf of Kind and EOSP, arises from Teller's decision to remove Mehra on September 26, 2019, from management of EOSP and Kind by exercising Teller's right to dissolve the EOS Investor

¹ Defendants fail to otherwise mention CPLR 3211(a)(5).

Holding Company LLC (HoldCo), a Delaware Limited Liability Corporation, even though Mehra and Teller had an equal vote in HoldCo's management. (*Id.* ¶¶ 2, 13, 15.)

HoldCo's sole purpose is to hold membership interests in Kind. (See NYSCEF 47, FAC ¶ 13; NYSCEF 5, Delaware Complaint ¶ 4.) Kind owns EOSP. (NYSCEF 47, FAC ¶ 22.) Teller owned or controlled 85% of HoldCo while Mehra's Trust owned 15% of HoldCo until HoldCo was dissolved on September 26, 2019. (*Id.* ¶ 14; NYSCEF 5, Delaware Complaint ¶ 4.) Mehra and Teller each hold half of the Class B Common membership interests in Kind. (NYSCEF 47, FAC ¶¶ 6-7.)²

Slover is a New York attorney³ and serves as general counsel for EOS Products LLC.⁴ (NYSCEF 5, Delaware Complaint ¶¶ 13, 22.) "She purported to act as the corporate secretary for EOS Holdco at the meeting of its Board of Managers on September 26, 2019." (*Id.* ¶¶ 11, 22.)

Today, Kind is the top-most holding company of EOS subsidiaries. (NYSCEF 47 ¶ 18) Prior to September 26, 2019, Kind was an intermediate holding company owned by HoldCo, which was the primary holding company for which Teller and Mehra shared management duties. (*Id.* ¶ 13, 15; NYSCEF 5, Delaware Complaint, ¶¶ 45-47.) HoldCo's "only authorized purpose [was] to hold membership interests in Kind. . . [and]

² The corporate structure is diagrammed in the Delaware Action. (NYSCEF 5, Delaware Complaint 4.)

³ The court takes judicial notice of its own records. (NYS UCS, Attorney Online, Services-Search, <https://iapps.courts.state.ny.us/attorneyservices> [last accessed Oct. 17, 2022].)

⁴ The court relies on the Delaware Complaint (NYSCEF 5) which is an exhibit to Mehra's complaint in this action and thus the court accepts the allegations therein as true for the purposes of this action. (CPLR 3014; *805 Third Ave. Co. v M.W. Realty Assocs.*, 58 NY2d 447, 451 [1983].)

EOS's business in turn operates through [Kind], [EOSP], and at least one other subsidiary[.]” (NYSCEF 5, Delaware Complaint ¶ 19.) HoldCo held 70% of Kind's membership interests and 100% of its Preferred Interests (as defined in Kind's operating agreement). (*Id.* ¶¶ 3.)

According to Mehra, at the September 26, 2019 HoldCo meeting, “Teller explained that the purpose of the meeting was to vote on a resolution authorizing [HoldCo] to ‘execute a consent, as a member of [Kind], to remove [Mehra] as a member of [Kind].” (NYSCEF 5, Delaware Complaint ¶ 60.) Mehra challenged the proposal and refused to vote on it. (*Id.*) “Each member of the Board of Managers (i.e., Mehra and Teller) was given one vote.” (*Id.* ¶ 47.) In the event of a HoldCo “deadlock,” the “Board of Managers shall dissolve the company in accordance with” the provisions on dissolution set forth in article 10 of the amended and restated limited liability company agreement of Holdco (the HoldCo Operating Agreement).” (*Id.* ¶ 48; NYSCEF 13, HoldCo Operating Agreement § 4.10.) Kind would become the primary holding company in the event HoldCo was dissolved. (NYSCEF 5, Delaware Complaint ¶ 74.) While the HoldCo Operating Agreement provides that Teller and Mehra shared management duties equally, (NYSCEF 47, FAC ¶ 15) Kind's operating agreement has no such provision. (NYSCEF 49 [Kind Operating Agreement].) “As a result of the challenged dissolution of [HoldCo], Teller purports to be the sole member of Kind's Board of Managers.” (NYSCEF 47, FAC ¶ 65).

On October 10, 2019, Mehra initiated an action in the Delaware Chancery Court (Delaware Action) asserting claims for (1) breach of fiduciary duty relating to HoldCo against Teller; (2) breach of the HoldCo Operating Agreement against Teller; (3) aiding

and abetting breach of fiduciary duty against Slover; and (4) a declaratory judgment against all defendants that the dissolution of HoldCo was invalid and a declaration of Mehra's rights under the HoldCo Operating Agreement. (NYSCEF 47, FAC ¶¶ 36, 39; NYSCEF 5, Delaware Complaint.) The Delaware court found that "Teller acted in good faith, both in terms of deciding to remove Mehra and in doing so without first confronting him." (*Mehra v Teller*, 2021 WL 300352, at *28 [Del. Ch. Jan. 29, 2021].)

In the FAC, Mehra objects to indemnification or advancement of legal fees to defendants in the Delaware action. Mehra insists "[t]he claims brought against Teller in the Delaware Action do not concern 'the business of Kind or [EOSP], as required for a party to invoke the indemnification or advancement provisions of either company's operating agreement.'" (NYSCEF 47, FAC ¶ 44.) "The claims in the Delaware Action concern Teller's attempted dissolution of [HoldCo] and the parties' control and economic rights and obligations among themselves relating to that entity." (*Id.*) Mehra objects to Kind's payment of \$2.5 million to defend the Delaware action which is unrelated to Kind. (*Id.* ¶ 46) Mehra's derivative claims include: (1) breach of Kind's and EOSP's operating agreements against Teller and Slover based on their use of company funds to pay expenses in the Delaware Action (*Id.* ¶¶ 71-83); (2) breach of fiduciary duty against Teller for using company funds to defend the Delaware action and for personal expenses (*Id.* ¶¶ 84-91); (3) violation of New York LLC Law § 411(b) against Teller to avoid his advances of company funds for the Delaware Action and the interest paid or accrued to himself on his loans to the companies. (*Id.* ¶¶ 92-98.)

Mehra seeks the following relief: (1) a permanent injunction: (a) "enjoining Teller and Slover from causing Kind or [EOSP] to advance themselves legal fees and

expenses in the Delaware Action;" (b) "enjoining Teller and Slover from causing Kind or [EOSP] to indemnify themselves for any liabilities or costs incurred in the Delaware Action;" (c) "enjoining Teller and Slover from causing Kind or [EOSP] to spend any company funds in connection with the Delaware Action;" (d) "enjoining Teller and Slover from causing Kind or [EOSP] to advance themselves legal fees and expenses in defending this action;" (e) enjoining Teller and Slover from causing Kind or [EOSP] to indemnify themselves for any liabilities or costs incurred in this action;" (2) "[a]n order requiring Teller to reimburse Kind or [EOSP] for all funds of Kind or [EOSP] spent in connection with the Delaware Action or this action, any other personal expenses, and any interest paid to him under the loans to [EOSP] or Kind;" (3) "[a]n order enforcing Teller's and Slover's obligations under their respective undertakings to return all funds advanced on their behalf in the Delaware Action;" (4) "[a]n order avoiding the transactions whereby Teller authorized Kind or [EOSP] to use their funds in connection with the Delaware Action and to pay himself interest on loaned funds"; (5) damages with interest; and (6) Mehra's attorneys' fees and costs. (*Id.* at 21-22.)

Kind and EOSP are New York limited liability companies, (NYSCEF 47, FAC ¶ 9) and their operating agreements are governed by New York law. (See NYSCEF 49 § 16.7.) (NYSCEF 50, § 18.6.) Regarding indemnification and advancement of expenses to managers of Kind, Section 4.12 of Kind's Operating Agreement provides:

"Indemnification - The Company shall indemnify and hold harmless Managers (and any Person that appoints any Person to serve as a Manager) and Officers for all costs, losses, liabilities, and damages paid or accrued by such Person in connection with the business of the Company (except to the extent any such costs, losses, liabilities or damages arise out of or in connection with the gross negligence, bad faith or willful misconduct of such Person) to

the fullest extent allowed by the laws of the State of New York. The Company may advance expenses related to costs of defense to the Board of Managers or any Officer for any claim for which indemnification under this Section 4.12 would be available upon written undertaking by the indemnitee to return all such advanced amounts in the event it is finally determined by a court of competent jurisdiction that indemnification under this Section 4.12 is not available to such indemnitee.”

(NYSCEF 47, FAC ¶ 24; NYSCEF 49, Kind Operating Agreement § 4.12.)

Almost identically, as to indemnification and advancement, EOSP’s Operating Agreement § 5.8 provides:

Indemnification. The Company shall indemnify and hold harmless managers of the Board of Managers (and any Person that appoints any Person to serve as a manager on the Board of Managers) and Officers for all costs, losses, liabilities, and damages (except for costs, losses, liabilities and damages arising out of or in connection with bad faith, or willful misconduct) paid or accrued by such person in connection with the business of the Company to the fullest extent allowed by the laws of the State of New York. The Company may advance expenses related to costs of defense to the Board of Managers or any Officer for any claim for which indemnification under this Section 5.8 would be available upon written undertaking by the indemnitee to return all such advanced amounts in the event it is finally determined by a court of competent jurisdiction that indemnification under this Section 5.8 is not available to such indemnitee.

(NYSCEF 47, FAC ¶ 30; NYSCEF 50, EOPS Operating Agreement § 5.8.)

Mehra disputes that the Delaware action is about the business of Kind or EOSP.

(NYSCEF 47, FAC ¶ 44.) Rather, Mehra sees “the claims in the Delaware Action” as concerning “Teller’s attempted dissolution of [HoldCo] and the parties’ control and economic rights and obligations among themselves relating to that entity.” (*Id.*) Further, in Mehra’s view, the claims in the Delaware Action fall outside the scope of Kind’s and [HoldCo’s] limited indemnity and advancement provisions. (*Id.* ¶ 2.)

With regard to the breach of fiduciary duty claim, Mehra objects to the use of company funds for defendants' own attorneys' fees, costs and expenses of litigation. Mehra also accuses Teller of using company funds for personal expenses such as hiring Mercury Public Affairs LLC. (*Id.* ¶ 51.) "The engagement letter for the project was between Teller individually (not Kind or EOS Products) and Mercury." (*Id.*) Mehra accuses Teller of mismanagement of Kind and HoldCo. (*Id.* ¶ 52.) Mehra claims that Teller caused HoldCo to become indebted to the tune of \$20 million and incur large losses as of October 2020. (*Id.* ¶ 53.) "Under the Siena loan agreement, Kind and [EOSP] pledged all their property as collateral for the loan, including all voting, management, control, and economic rights associated with Kind's ownership of EOS Products." (*Id.* ¶ 60.) Specifically, Mehra objects to loans Teller made to EOSP for \$7.42 million which Mehra claims are above market rates. (*Id.* ¶ 56.)

Mehra admits that he failed to make a demand on Kind or HoldCo because he asserts it would be futile in light of Teller's control. (*Id.* ¶¶ 63, 64.)

Legal Standard

To prevail on a CPLR 3211(a)(1) motion to dismiss, the movant has the "burden of showing that the relied-upon documentary evidence resolves all factual issues as a matter of law, and conclusively disposes of the plaintiff's claim." (*Fortis Fin. Servs. v Filmat Futures USA*, 290 AD2d 383, 383 [1st Dept 2002] [internal quotation marks and citation omitted].) "A cause of action may be dismissed under CPLR 3211(a)(1) only where the documentary evidence utterly refutes [the] plaintiff's factual allegations, conclusively establishing a defense as a matter of law." (*Art and Fashion Group Corp. v*

Cyclops Prod., Inc., 120 AD3d 436, 438 [1st Dept 2014] [internal quotation marks and citation omitted].)

Breach of Contract

Defendants request dismissal of the breach of contract claim arguing that indemnification and advancement are permissible under the operating agreements of Kind and EOSP. Defendants rely on the operating agreements as documentary evidence that refutes Mehra's contract claim. (*150 Broadway N.Y. Assocs., L.P. v Bodner*, 14 AD3d 1, 5 [1st Dept 2004] [where "a written agreement ... unambiguously contradicts the allegations supporting a litigant's cause of action for breach of contract, the contract itself constitutes documentary evidence warranting the dismissal of the complaint pursuant to CPLR [] 3211(a)(1), regardless of any extrinsic evidence or self-serving allegations offered by the proponent of the claim."].)

Both agreements make indemnification and advancement of costs available to "Managers" and "Officers" "in connection with the business of the Company"—i.e., Kind or EOS Products. (NYSCEF 49, Kind Operating Agreement § 4.12; NYSCEF 50, EOSP Operating Agreement § 5.8.) They also both identify the "principal business purposes" of each entity as the operation of consumer-products businesses. (NYSCEF 49, Kind Operating Agreement § 3.1; NYSCEF 50, ESOP Operating Agreement § 3.1.)

Teller and Slover are officers of Kind and EOSP. Mehra admits in the Delaware Action that Teller is an officer of EOSP and a manager of Kind. (NYSCEF 5, Delaware Complaint ¶¶ 2, 4; NYSCEF 47, FAC ¶¶ 22-23.) He also admits that Slover is an officer of both Companies. (See *id.* ¶ 38.)

The next issue is whether there was a business purpose to Mehra's removal on September 26, 2019. Defendants assert that Teller dissolved HoldCo to remove Mehra from management of the companies which constitutes "in connection with the business" of Kind and HoldCo. Mehra challenges defendants' broad reading of the indemnity provisions as ignoring the distinction between Kind and HoldCo. (*Compare* NYSCEF 47, FAC ¶¶ 13-14, *with id.* ¶¶ 19, 20.)

The court finds that removal of Mehra from management on September 26, 2019 is a dispute regarding the business of the companies. The court relies on the Delaware Court which found that "[t]he [HoldCo] Board action to remove Mehra as a Manager of Kind was a surrogate vote to remove Mehra from his management roles at EOS generally." (*Mehra et al. v Teller et al.*, CV 2019-0812-KSJM, 2021 WL 300352, at *23 n 257 [Del Ch Jan. 29, 2021].) Indeed, Mehra's allegations in the Delaware action arises from Teller's disapproval of Mehra's business decisions. (See NYSCEF 5, Delaware Complaint ¶¶ 9-10 [alleging that after "Mehra worked diligently to try and borrow funds and manage [EOSP's] expenses," Teller and Slover "embarked on [a] scheme to take full control of EOS" because Teller was "unhappy with the resulting state of affairs, and the effects of Mehra's necessary management decisions [as co-CEO of EOS Products]."]; *id.* ¶ 57 ["By on or about late September 2019, Teller—unhappy with the necessary controls Mehra implemented to ensure the continued viability of the business and the effect of those controls on Teller's continued ability to fund his high-end lifestyle with advances of company cash—embarked on a scheme to squeeze Mehra out of the EOS structure"]; *id.* ¶ 34 ["Mehra's steady hand in

managing EOS's business through this period kept it afloat, while Teller sat on the sidelines and lamented the fact that his source of spending money was drying up."].)

Additionally, indemnification and advancement must be consistent with New York law. The Operating Agreements provide for indemnification "to the fullest extent allowed by the laws of the State of New York." (NYSCEF 49, Kind Operating Agreement § 4.12; NYSCEF 50 EOSP Operating Agreement § 5.8.) Defendants must satisfy the New York Limited Liability Company Law which provides:

"[A] limited liability company may, and shall have the power to, indemnify and hold harmless, and advance expenses to, any member, manager or other person, or any testator or intestate of such member, manager or other person, from and against any and all claims and demands whatsoever; provided however, that no indemnification may be made to or on behalf of any member, manager or other person if a judgment or other final adjudication adverse to such member, manager or other person establishes (a) that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled."

(N.Y. LLC Law § 420.)

However, the indemnity and advancement provisions do not apply to intra-party disputes.⁵ The operating agreements must be "unmistakably clear" that they cover disputes among the contracting parties, not just third-party claims. (*Hooper Assoc v AGS Computers*, 74 NY2d 492 [1989].) The operating agreements must mention third party claims. (*Parkway Pediatric & Adolescent Medicine LLC v Vitullo*, 72 AD3d 1513, 1513 [4th Dept 2010] [rejecting LLC member's claim for indemnification where the

⁵ Slover is not a party to the Operating Agreements, but plaintiff treats Slover and Teller as one. Thus, the court does not opine separately as to Slover.

operating agreement's "broad indemnification clause ... does not even refer to litigation between the parties to the agreement" and "thus does not make it 'unmistakably clear' that the parties intended that [the LLC] must indemnify defendant" in connection with breach-of-fiduciary duty claims.) While Teller became the majority owner of Kind after September 26, 2019, he did not become the beneficial owner of all of Kind which would change this requirement. (*Petition of Levitt*, 109 AD2d 502, 511 [1stDept 1985].) Therefore, defendants' motion to dismiss the first cause of action must be denied.

Breach of Fiduciary Duty

"Breach of fiduciary duty requires (1) the existence of a fiduciary duty owed by the defendant; (2) a breach of that duty; and (3) resulting damages." (*Jones v Voskresenskaya*, 125 AD3d 532, 533 [1st Dept 2015].) Using company funds for personal expenses is a breach of fiduciary duty. (See *Lemle v Lemle*, 92 AD3d 494, 497 [1st Dept 2012].) Here, Mehra asserts three separate breaches.

As to Mehra's fiduciary duty claim based on legal fees, it is dismissed as duplicative of the breach of contract claim. (*William Kaufman Org., Ltd. v Graham & James LLP*, 269 AD2d 171, 173 [1st Dept 2000]) ["A cause of action for breach of fiduciary duty which is merely duplicative of a breach of contract claim cannot stand."] Both claims arise out of Teller's approval of EOSP's advancement and indemnification of expenses from the Delaware action. Likewise, the damages Mehra seeks for both alleged violations—reimbursement of legal fees advanced to Teller and Slover—are identical. (See NYSCEF 47, FAC ¶¶ 77-78, 88.)

Defendants' motion is denied as to the public relations related fiduciary duty claim. The public relations contract at issue is in Teller's name, not a company's name

yet the company allegedly paid the fee. This is not an impermissibly conclusory claim as defendants insist.

The breach of fiduciary duty claim is dismissed to the extent that Mehra alleges they are for Teller's "personal travel expenses." (See *O'Donnell, Fox & Gartner, P.C. v R-2000 Corp.*, 198 AD2d 154, 154 [1st Dept 1993] ["bare legal conclusions and factual claims, which are . . . flatly contradicted by documentary evidence, . . . are not presumed to be true on a motion to dismiss for legal insufficiency."].) Defendants submit documentary evidence in the form of Uber rides associated with the corporate credit card in Teller's name which establish the Uber charges are for employee transportation, not Teller's "travel between New York City and [Teller's] vacate home in the Hamptons" (NYSCEF 47, compl. ¶ 51). (See NYSCEF 61-62, Uber Reports [showing the first and last name of EOS employees associated with the Uber charge].)

Defendants' motion is denied as to the loan by Teller. Mehra claims that Teller breached his fiduciary duties by "having [EOSP] pay him interest on the loans he made to the company," and for avoidance of any interest-payment transaction from EOS Products to Teller in connection with those loans. (NYSCEF 47, FAC ¶¶ 68, 92-98.) Teller objects that Mehra fails to assert that EOSP has actually paid interest and thus there is no damage – yet. Teller's argument is based on miscomprehension of basic accounting. Accruing a liability to pay Teller \$300,000 instead of actually paying Teller \$300,000 is a distinction without a difference; Teller is owed the debt.

N.Y. LLC Law § 411 Avoidance Claim

Finally, defendants' motion to dismiss Mehra's third cause of action, the N.Y. LLC Law § 411 avoidance claim, is denied to the extent it is based on Teller's alleged loans

and granted to the extent that it is based on the recovery of legal fees advanced to Teller and Slover as duplicative of the contract claim. In the third cause of action, Mehra seeks to avoid Teller's loan transaction unless he can prove that the transaction was "fair and reasonable." The N.Y. LLC Law § 411 provides:

"[I]f the vote of such interested manager was necessary for the approval of such contract or transaction . . . , the limited liability company may avoid the contract or transaction unless the party or parties thereto shall establish affirmatively that the contract or transaction was fair and reasonable as to the limited liability company at the time it was approved"

(N.Y. LLC Law § 411 [b].)

Defendants argue that § 4.11 of Kind's operating agreement limits Teller's liability. It provides:

"4.11 Liability of Board of Managers and Officers - No Manager or any Officer shall be personally liable as such for the debts, liabilities or obligations of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Manager or any Officers for liabilities of the Company. No Manager shall be personally liable to the Company or its Members for any breach of any duties (whether fiduciary or otherwise) of such Manager, except to the extent such exemption from liability thereof is not permitted under the Act. The Company shall have no liability to any Member for any breach of any duties (whether fiduciary or otherwise) of any Member, Manager or Officer."

(NYSCEF 49, Kind Operating Agreement § 4.11.)

However, New York LLC Law § 417 prohibits limiting liability where the fiduciary "personally gained in fact a financial profit or other advantage to which he or she was not legally entitled." (N.Y. LLC Law § 417 [a] [1].)

The court cannot determine at this juncture whether Teller's loan is fair and reasonable. Whether Teller's use of company money for his own benefit is fair and reasonable presents a fact issue. (See *Bookhamer v I. Karten-Bermaha Textiles Co.*, 52 AD3d 246, 246-47 [1st Dept 2008] [finding "triable issues of fact" as to whether LLC manager's compensation was "fair and reasonable" under section 411].) Unlike the court in *Wilcke v Seaport Lofts, LLC*, 45 AD3d 447 (1st Dept 2007), a case cited by defendants, where the court noted the independent appraisal reports in the record and the fact that the appraisers had access to "objective relevant information," e.g., the rent rolls, here the court has no such objective information. Indeed, this court has no information at all to assess the marketing fees or Teller's loans.

Accordingly, it is

ORDERED that defendants' motion is granted in part with respect to (i) plaintiff's claim for breach of fiduciary duty against Teller premised upon legal fees and personal travel expenses and (ii) plaintiff's claim arising under N.Y. LLC Law premised upon legal fees paid on behalf of Teller and Slover; and it is further


ORDERED that defendants' motion is denied with respect to the claim for (i) breach of contract, (ii) breach of fiduciary duty against Teller premised upon Teller's loan and public relations expenses, and (iii) claims arising under N.Y. LLC Law premised upon Teller's loan; and it is further

ORDERED that defendants are directed to serve an answer to the complaint within 20 days after service of a copy of this order with notice of entry; and it is further

ORDERED that by November 4, 2022 at 4 pm, the parties shall file in NYSCEF and email to the court a proposed PC order to which all parties agree or competing PC orders if the parties cannot agree to a discovery schedule.

Motion Seq. No. 04:

10/17/2022
DATE


ANDREA MASLEY, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENC
F