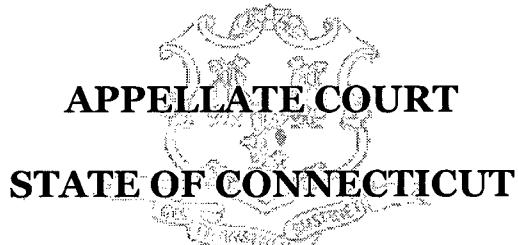


## **APPENDIX A**



AC 45184

BANK OF AMERICA, NATIONAL ASSOCIATION

v.

KATHI SORRENTINO ET AL.

January 19, 2022

**O R D E R**

The motion of the plaintiff-appellee, filed December 30, 2021, to dismiss defendant's appeal, having been presented to the Court, it is hereby **ORDERED** granted as the appeal is frivolous.

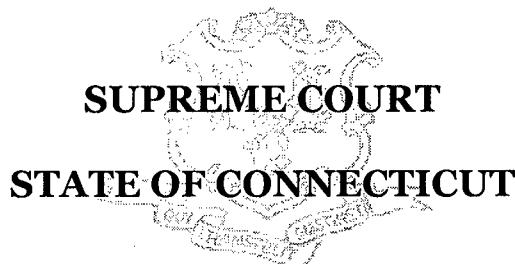
By the Court,

/s/  
René L. Robertson  
Deputy Chief Clerk

Notice Sent: January 19, 2022  
Hon. Walter M. Spader, Jr.  
Counsel of Record  
Clerk, Superior Court, FBT CV14-6042801-S

212938

## **APPENDIX B**



PSC-210343

BANK OF AMERICA, NATIONAL ASSOCIATION

v.

KATHI SORRENTINO ET AL.

**ORDER ON PETITION FOR CERTIFICATION TO APPEAL**

The named defendant's petition for certification to appeal from the Appellate Court, (AC 45184), is denied.

*Kathi M. Sorrentino, self-represented, in support of the petition.  
Scott M. Harrington, in opposition.*

Decided April 19, 2022

By the Court,

/s/  
Carl D. Cicchetti  
Chief Clerk

Notice Sent: April 19, 2022  
Petition Filed: March 2, 2022  
Clerk, Superior Court, FBTCV146042801S  
Hon. Walter M. Spader, Jr.  
Clerk, Appellate Court  
Reporter of Judicial Decisions  
Staff Attorneys' Office  
Counsel of Record

## **APPENDIX C**

DOCKET NO: FBTCV146042801S

SUPERIOR COURT

BANK OF AMERICA, NATIONAL  
ASSOCIATIONJUDICIAL DISTRICT OF FAIRFIELD  
AT BRIDGEPORTV.  
SORRENTINO, KATHI, KATHRYN M.  
SORRENTINO AKA KATHI Et Al

5/10/2017

ORDER

## ORDER REGARDING:

02/02/2017 152.00 MOTION FOR SUMMARY JUDGMENT

Plaintiff's Attorney and Defendant Kathi Sorrentino present

The foregoing, having been heard by the Court, is hereby:

## ORDER: DENIED

The plaintiff U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust moves for summary judgment as to liability in this foreclosure action as against the defendant Kathi Sorrentino, one of the two alleged co-mortgagors. ("hereinafter, "Objecting Defendant ") (The other co-mortgagor, defendant Savario A. Sorrentino, has been defaulted for failure to plead and has consented to entry of a judgment of strict foreclosure .)

Summary judgment shall be granted if the pleadings and documentary proof submitted demonstrate that no genuine issue as to material facts exists and that the movant is entitled to judgment as a matter of law. Practice Book § 17-49. The moving party has the burden of showing the absence of any genuine issue of material facts which, under applicable principles of substantive law, entitle him to judgment as a matter of law. D.H.R. Construction Co. v. Donnelly, 180 Conn. 430, 434 (1980). The party opposing summary judgment must provide an evidentiary foundation to demonstrate the existence of a genuine issue of material fact. Suarez v. Dickmont Plastics Corp., 299 Conn. 99 (1994). In deciding a motion for summary judgment, the trial court must view the evidence in the light most favorable to the nonmoving party. Miller v. United Technologies Corp., 233 Conn. 732, 745 (1995).

The complaint alleges that the promissory note to the original lender and plaintiff's predecessor was signed on or about June 24, 2005 by the defendant Savario A. Sorrentino, and that "On said date to secure said Note the Defendant (s) Savario A. Sorrentino . . . and Kathi Sorrentino . . . did execute and deliver to [plaintiff's predecessor] a Mortgage on the Property, a copy of which is attached hereto as Exhibit B. Said Mortgage was dated June 24, 2005 and recorded on June 29, 2005 in Volume 3552 at Page 071 of the Fairfield Land Records." (Complaint, para. 4). In her operative Answer dated January 4, 2016 the objecting defendant states with respect to paragraph 4 of the complaint insofar as it alleges that she executed the mortgage that "Defendant denies and disputes the legality of execution and delivery." All special defenses have been stricken.

In support of the Motion for Summary Judgment the plaintiff submits the May 4, 2016 affidavit of Alyssa Salyers, Foreclosure Document Specialist II of the plaintiff U.S. Bank Trust, Trustee which states in paragraph 4 that defendant Savario A. Sorrentino signed the promissory note dated June 24, 2005 in favor of the original lender Countrywide Bank, a division of Treasury Bank, N.A. and that the original note was in the possession of the original plaintiff Bank of America, N.A. at the commencement of this action and is currently in plaintiff's possession. The court examined the original note on March 20, 2017, and a copy is attached to the Salyers affidavit. The Adjustable Rate Note is payable to Countrywide Bank, a Division of Treasury Bank, N.A and bears the signature of Savario A. Sorrentino as sole maker of the Note.. The Note is endorsed in blank by Treasury Bank, N.A. The Salyers affidavit further states in paragraph 6 that. "To secure the Note, Savario A. Sorrentino, along with Kathi Sorrentino granted a security interest in the subject property [ 212 Curtis Terrace, Fairfield, Connecticut]

and signed an Open-End Mortgage (the “Security Interest”) dated June 24, 2005 and recorded June 29, 2005 . . . in the Fairfield Land Records. . . . A copy of the Open-End Mortgage is attached to the affidavit. It bears the copy of a signatures of Savario A. Sorrentino and Kathi Sorrentino (signed “Kathi Sorren”) as mortgagors and as signatories of an Adjustable Rate Rider. All pages of the Mortgage (other than the signature page) are initialed at the bottom by :”AS” and “KS”. The affidavit then recites the chain of title by assignments to the current plaintiff U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust. The affidavit further states that the Borrower has been in default of payment since the payment due for June 1, 2008, that the Borrower was provided with a Notice of Default sent to the property address. The commencement of this action constitutes an acceleration of the remaining balance of the Note.

The Court finds that the plaintiff has met its initial burden of showing the absence of any genuine issue of material fact. The burden then shifts to the objecting defendant to show a factual predicate of a genuine issue of material fact.

The objecting defendant has filed three oppositions to the plaintiff’s Motion for Summary Judgment. She filed her Defendant’s Objection to Motion for Summary Judgment on February 23, 2017 with her Memorandum of Law in Opposition to Summary Judgment / in Support of Objection to Summary Judgment Ms. Sorrentino makes the unsworn statement in that Memorandum that “the signatures on the Open-End Mortgage Deed and the Adjustable Rate Rider do not match.” She attaches her own affidavit dated February 23, 2017 which states that she has retained a forensic document examiner to examine the signatures on the Open-End Mortgage Deed and the Adjustable Rate Rider, and that she has requested production of documents that had not been provided. The February 23 filing does not establish a genuine issue of material fact.

On March 13, 2017 objecting defendant filed “Defendant’s First Amended Opposition to Summary Judgment / Opposition to Summary Judgment in which she states “Defendant respectfully submits that there are genuine issues as to material facts, fraud signatures, chain of mortgage assignments, erroneous fraudulent, highly probable securitization e.g. note separated from mortgage, alleged plaintiff cannot be holder of note in due course and the Plaintiff is not entitled to judgment as a matter of law.” In support of those unsworn statements she attaches another copy of her previously-filed Memorandum of Law and her own affidavit both dated February 23, 2017 , and also a sworn affidavit of March 13, 2017 by Ana Kyle of Hamden, CT describing herself as “duly- qualified Forensic Document Examiner (by experience, training, and education)” Ms. Kyle attaches a copy of her curriculum vitae claiming 44 years of experience in examination of forensic documents, expert testimony for 40 years in probate, state, and federal courts, a three-year course and certification from the International Grapho Analysis Institute in Chicago, a one-year course and diploma at the American Institute of Applied Sciences in New York, which included a course in handwriting/type identification. She claims to be licensed by the State of New York but fails to state the nature of that license., and a four-year course at the Paralegal Institute at Phoenix, AZ. She claims to have authored two books published on the Lindbergh kidnap case and the trial of Richard Hauptmann in which “the true author of the ransom notes is revealed”. She also lists articles published in 1983 and 1986. Ms. Kyle states in her affidavit that she has compared the copies of Ms. Sorrentino’s signatures and initials on the Mortgage dated June 24, 2005 with multiple authentic exemplars of Ms. Sorrentino’s signature (as “K. Sorren”) and initials, and concludes that the signatures and initials on the Mortgage “were not authored by the person who submitted the multiple exemplars . . . ”

On March 17, 2017 the objecting defendant submitted her third opposition to this motion for summary judgment entitled “Defendant’s Supplemental Brief in Objection/Opposition to Plaintiff’s Motion for Summary Judgment, attached to which is another copy of the same March 13, 2017 affidavit of Ana Kyle, but this time accompanied by a copy of the Open-End Mortgage Deed she had examined, and multiple exemplars of Ms. Sorrentino’s signature or initials consisting of the initials “KS” handwritten fourteen times on a blank sheet of paper and four copies of pleadings signed “K. Sorren” in the case of Saverio A. Sorrentino v. Kathryn M. Sorrentino, docket No. FA 06401.

The Motion for Summary Judgment and the Objection to Motion for Summary Judgment were argued at the short calendar of March 20, 2017.

It is notable that the objecting defendant in her own affidavit fails to state under oath that she did not sign the Open End Mortgage Deed, a copy of which is attached as Exhibit B to the complaint.

Nonetheless, the court’s review of the materials submitted in conjunction with this motion and the objection thereto, particularly, the affidavit of Ana Kyle who has been disclosed as an expert witness at trial, leads to the conclusion that there is a genuine issue of material fact as to the validity and

authenticity of the alleged signature of the defendant Kathi Sorrentino on the Mortgage, which should be resolved at trial.

Plaintiff argued in support of summary judgment that the objecting defendant was deemed to have admitted the authenticity of her signature on the Mortgage under Conn. Gen.Stat. § 42a-3-308(a) which provides in part: “In an action with respect to an instrument, the authenticity of, and authority to make, each signature on an instrument is admitted unless specifically denied in the pleadings.” The objecting defendant’s Answer addresses the allegation that she had signed and delivered the Mortgage to the original lender by saying: “So much as paragraph 4 of the Plaintiff’s complaint alleges that Savario A. Sorrentino and the Defendant did execute and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Bank a mortgage (the “mortgage”) on the property, the defendant denies and disputes the legality of execution and delivery.” That response does not amount to a specific denial of the allegation that Kathi Sorrentino executed and delivered the Mortgage Deed. But, Section 42a-3-308 appears in the Article of the Uniform Commercial Code dealing with negotiable instruments. Section 42a-308 is limited to “actions with respect to an instrument” and signatures “on the instrument”. Under § 42a-3-104(b) an “instrument” is defined as “a negotiable instrument”; and a “negotiable instrument” is defined under §42a-3-104(a) as “an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it (1) Is payable to a bearer or order at the time it is issued or first comes into possession of a holder; (2) Is payable on demand or at a definite time; or (3) does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money , but the promise or order may contain: (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii)an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligee.” The Open End Mortgage Deed involved in this case does not meet the definition of a negotiable instrument. It is not itself an unconditional promise or order to pay a fixed amount of money. The obligation to repay the money advanced by the original lender is stated in the promissory note which the Mortgage secures. And, the mortgage is not “payable to a bearer or order.” Section 42a-3-308 does not therefore apply to the signature or delivery of the Open End Mortgage Deed.

Plaintiff has also argued that any defect in the execution or delivery of the Open End Mortgage Deed would not prevent the plaintiff as the holder of the underlying note from foreclosing on the property under Conn. Gen. Stat. §49-17. Section 49-17 provides: “When any mortgage is foreclosed by the person entitled to receive the money secured thereby but to whom the legal title to the mortgaged premises has never been conveyed, the title to such premises shall, upon the expiration of the time limited for redemption, and on failure of redemption, vest in him in the same manner and to the same extent as such time would have vested in the mortgagee if he had foreclosed, provided the person so foreclosing shall forthwith cause the decree of foreclosure to be recorded in the land records in the town in which the land lies.” It has been held that Section 49-17 which permits the holder of a negotiable instrument that is secured by a mortgage to foreclose on the mortgage even when the mortgage has not yet been assigned to him, codifies the common law principle that the mortgage follows the note, pursuant to which only the rightful owner of the note has the right to enforce the mortgage. Deutsche Bank National Trust Co. v. Bialobrzewski, 123 Conn. App. 791 (2010) Obviously, then, there must be a valid mortgage in existence for Section 49-17 to give the note holder the power to foreclose. A holder of a simple promissory note which is not secured by a mortgage gets no right to foreclose. The statute by its own language requires that there be an “expiration of the time limited for redemption” and a “failure of redemption” which can only happen if there has been a valid mortgage. Without an authentic signature of a mortgagor who owns an interest in the property, there can be no valid mortgage and consequently no foreclosure by the note holder under §49-17. Since there is a genuine issue of material fact as to Kathi Sorrentino’s alleged mortgage of her interest at the property, the note holder cannot proceed to foreclose that interest under § 49-17.

For the foregoing reasons the Plaintiff’s Motion for Summary Judgment is denied and Defendant Kathi Sorrentino’s Objection to Motion for Summary Judgment is sustained.

mailed to all appearing parties on 5/10/17

422396

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Judge: ALFRED J JENNINGS

○

DOCKET NO: FBTCV146042801S

SUPERIOR COURT

BANK OF AMERICA, NATIONAL  
ASSOCIATIONJUDICIAL DISTRICT OF FAIRFIELD  
AT BRIDGEPORTV.  
SORRENTINO, KATHI, KATHRYN M.  
SORRENTINO AKA KATHI Et Al

11/17/2021

ORDERORDER REGARDING:  
10/20/2021 615.00 MOTION FOR ORDER

The foregoing, having been heard by the Court, is hereby:

## ORDER: GRANTED

The plaintiff moved to open judgment solely for the purposes of modifying the law days following appeal. The defendant has objected. The Court heard argument on the motion, the objection to it and further motions of the defendant, Kathryn Sorrentino, via Microsoft TEAMS on November 12, 2021.

A judgment of strict foreclosure entered in this matter on September 16, 2019. The defendant filed an appeal of that judgment on October 15, 2019. On January 22, 2021, the Appellate Court affirmed the judgment and remanded the matter back to this Court solely for the purposes of setting a new law day. A Petition for Certiorari was filed with the Supreme Court and ultimately denied. The plaintiff is now seeking the setting of new law days.

The defendant objected claiming that Connecticut Practice Book §17-4 and/or Connecticut General Statute §52-212a is controlling and, since the plaintiff did not move to open the judgment within 4 months there is no relief this Court can afford it.

The defendant then moved to dismiss the plaintiff's motion asserting that the underlying judgment is void due to fraud and/or mistake by the plaintiff. The defendant alleges that a default should not have entered against her for failure to plead because the plaintiff sought the default prematurely and while she was waiting for a decision of Judge Jennings under the 120 days he had to issue a ruling. She believes, therefore, that the plaintiff engaged in fraud by making false representations about her default pleadings status to the clerk and to the Court.

At oral argument she supplemented her written materials to argue that our Courts continue to "allow attorneys to lie" and the plaintiff's attorneys in this case have made multiple misrepresentations to the undersigned, as well as to Judges Bruno and Jennings. She does correctly state that void judgments can be attacked at any time. Accordingly, she argues, her attack on the judgment for fraud is still timely.

"Although challenges to subject matter jurisdiction may be raised at any time, it is well settled that [f]inal judgments are ... presumptively valid ... and collateral attacks on their validity are disfavored. The reason for the rule against collateral attack is well stated in these words: The law aims to invest judicial transactions with the utmost permanency consistent with justice.... Public policy requires that a term be put to litigation and that judgments, as solemn records upon which valuable rights rest, should not lightly be disturbed or overthrown (Internal quotations and citations omitted.)" Sousa v. Sousa, 322 Conn. 757, 771 (2016).

"Unless a litigant can show an absence of subject matter jurisdiction that makes the prior judgment of a tribunal entirely invalid, he or she must resort to direct proceedings to correct perceived wrongs .... A

collateral attack on a judgment is a procedurally impermissible substitute for an appeal. ... [A]t least where the lack of jurisdiction is not entirely obvious, the critical considerations are whether the complaining party had the opportunity to litigate the question of jurisdiction in the original action, and, if he did have such an opportunity, whether there are strong policy reasons for giving him a second opportunity to do so. ... Our Supreme Court further explained that such a collateral attack is permissible only in rare instances when the lack of jurisdiction is entirely obvious so as to amount to a fundamental mistake that is so plainly beyond the court's jurisdiction that its entertaining the action was a manifest abuse of authority ... [or] the exceptional case in which the court that rendered judgment lacked even an arguable basis for jurisdiction." (Citations omitted; internal quotation marks omitted.) Bank of New York Mellon v. Tope, 202 Conn. App. 540, 549 (2021)

The present attack on the default judgment by the defendant IS an impermissible collateral attack on the underlying judgment as the specific issue of the default has already been litigated on appeal and resolved in the plaintiff's favor by the Appellate Court.

The case history shows that the defendant raised the issue of her arguments about the default and fraud in the Appeal that affirmed the judgment. See Section III of the Reply Brief (See AC43495, July 31, 2020). The plaintiff relies on Connecticut Savings Bank v. Heghmann, 193 Conn. 157 (1984) for the theory that any NEW arguments raised by the defendant that could have been raised prior to the appeal and appealed were deemed abandoned and cannot be raised anew. The Court does not have to reach Heghmann abandonment when the specific issue of the default allegedly obtained by fraud was raised and briefed and the underlying judgment was affirmed.

Using the same theory of a fraudulent judgment, the defendant also moves to open the underlying judgment.

As to the argument that the plaintiff is improperly opening a judgment obtained over 4 months ago, it is not seeking to open the judgment, but rather modify it in accordance with an Appellate Court Order.

As all of the defendant's motions basically seek to reargue the appeal, which resolved in favor of the plaintiff and certification was denied, the Court has to dismiss the motions as moot as there is no practical relief the Court can provide the defendant. This Court has no inherent authority to overturn a decision of either the Appellate Court or the Supreme Court. What this Court must do, however, is follow specific instructions set for it on a remand.

The Appellate Court ordered this Court to set new law days following its affirmation of judgment, and this Court will do so. The Court sets a new first law day as JANUARY 4, 2022.

Accordingly, new law days are set forth, as follows:

January 4, 2022: Saverio & Kathryn Sorrentino

January 5, 2022: David Israel & Associates

January 6, 2022: Diane Saffran

January 7, 2022: Cody & Gonillo, LLP

January 10, 2022: FIA Card Services, NA

January 11, 2022: Kaufman Fuel

January 12, 2022: Gans & Reynolds

January 13, 2022: TITLE VESTS IN PLAINTIFF

The plaintiff has also requested additional attorneys fees. The Court will not award attorneys fees presently in the context of the motion, as the Appellate Court only remanded the case for the resetting of law days. The plaintiff can request attorneys fees in supplementary proceedings, if applicable.

mailed to appearing parties on 11/17/21

438579

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Judge: WALTER MICHAEL SPADER JR

This document may be signed or verified electronically and has the same validity and status as a document with a physical (pen-to-paper) signature. For more information, see Section I.E. of the *State of Connecticut Superior Court E-Services Procedures and Technical Standards* (<https://jud.ct.gov/external/super/E-Services/e-standards.pdf>), section 51-193c of the Connecticut General Statutes and Connecticut Practice Book Section 4-4.

**Additional material  
from this filing is  
available in the  
Clerk's Office.**