

SUPREME COURT OF NEW JERSEY
C-378 September Term 2025
089824

James B. Nutter and
Company,

Plaintiff-Respondent,

v.

ORDER

Melvene L. Kennedy,


Defendant-Petitioner.

A petition for certification of the judgment in A-003902-21
having been submitted to this Court, and the Court having considered the
same;

It is ORDERED that the petition for certification is denied; and it is
further

ORDERED that the notice of appeal is dismissed.

WITNESS, the Honorable Stuart Rabner, Chief Justice, at Trenton, this
13th day of January, 2026.


CLERK OF THE SUPREME COURT

**NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court." Although it is posted on the internet, this opinion is binding only on the parties in the case and its use in other cases is limited. R. 1:36-3.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-3902-21

JAMES B. NUTTER AND
COMPANY,

Plaintiff-Respondent,

v.

MELVENE L. KENNEDY,

Defendant-Appellant.

Argued April 17, 2024 – Decided July 29, 2024

Before Judges Gummer and Walcott-Henderson.

On appeal from the Superior Court of New Jersey,
Chancery Division, Essex County, Docket No. F-
011556-14.

Melvene L. Kennedy, appellant pro se.¹

Kellie A. Lavery argued the cause for respondent (Saul
Ewing LLP, attorneys; Ryan L. DiClemente and Kellie
A. Lavery, of counsel and on the brief).

¹ Defendant did not appear for the scheduled oral argument on the appeal before us.

On June 8, 2018, defendant filed a motion to "fix the amount due," which was denied. Defendant then exercised her two statutory adjournments of the sheriff's sale. See N.J.S.A. 2A:17-36. After those adjournments, she moved to stay the sheriff's sale. The court denied defendant's motion on January 18, 2019. Defendant filed two Chapter 13 bankruptcy petitions, which were dismissed by the federal court.³

Approximately one-and-a-half years after entry of the final judgment of foreclosure, the court granted plaintiff's first and second motions for additional funds from defendant, including \$7,717.22 for real estate taxes and \$4,838.00 for hazard insurance on each motion, and later that same year, the court granted plaintiff's third motion for additional funds including \$10,024.61 for real estate taxes, and \$6,168.00 for hazard insurance. In an order dated July 12, 2021, the court granted plaintiff's fourth motion for additional funds, including:

Real estate taxes	\$4,710.84
Hazard Insurance	\$1,349.00
Advances from November 23, 2020 Order	\$16,192.91
Total Additional Advances	\$22,252.45

Defendant filed a motion contesting the total sum, arguing she was due credits for payments she had made. On July 28, 2021, plaintiff cross-moved to

³ The filings and discharge orders are not included in this record.

The court denied both motions. The property was sold at the June 14, 2022 sheriff's sale to a third-party bidder.

On June 21, 2022, defendant moved to extend the redemption period, again arguing "additional time is needed to resolve further disputes and overcharges" related to the redemption amount. The court denied the motion on the same day. Defendant contended before the motion court and contends before us that on June 22, 2022, she attempted to tender \$124,850.16 to redeem the property, which the sheriff did not accept. The redemption statement provided to defendant on June 22, 2022, by the sheriff lists the redemption amount due at \$137,753.44, as comprised of:

Judgment:	\$100,881.39
Plus additional sums/Interest:	\$33,011.45
Plus Sheriff's Commission:	\$2,727.86
Plus Sheriff's fees:	\$1,132.75

On June 24, 2022, defendant moved to vacate the sheriff's sale, arguing the redemption amount was improperly calculated. On August 3, 2022, defendant filed an amended motion to vacate the sheriff's sale. In an August 5, 2022 order, the court denied both motions to vacate the sheriff's sale and gave defendant until August 31, 2022, to pay the full amount to redeem the property.

Plaintiff moved for an amendment of the August 5, 2022 order to include specific language regarding delivery of the sheriff's deed. In an order dated

sheriff's deed transferring title of the property to the third-party buyer was signed on October 17, 2022, and recorded October 26, 2022.

I.

In her appellate brief, defendant rehashes several of the same arguments presented before the trial court and in her emergent application before us, including: (1) she was not given notice of the 2018 final judgment; (2) the \$100,881.39 amount due in 2018 was improperly calculated, and she is due additional credit of \$32,268.00 against the final judgment; (3) the 2021 order for \$15,998.41 in additional funds was improperly calculated and should not have been added to her final judgment; (4) she was not given notice of the motions for additional funds; (5) her attempt to redeem the property for \$124,850.16 should have been accepted; and (6) the sheriff's fees of \$1,132.74 were overcalculated.

We review a trial court's denial of a motion to vacate a sheriff's sale under an abuse of discretion standard. U.S. Bank Nat'l Ass'n v. Guillaume, 209 N.J. 449, 467 (2012). "A court abuses its discretion when its 'decision is made without a rational explanation, inexplicably departed from established policies, or rested on an impermissible basis.'" State v. Chavies, 247 N.J. 245, 257 (2021) (quoting State v. R.Y., 242 N.J. 48, 65 (2020)).

calculation of post-judgment interest pursuant to Rule 4:42-11(a)(ii). Additionally, sheriff fees and costs are allowed under N.J.S.A. 22A:4-8 and are accurately reflected in the redemption amount. N.J.S.A. 22A:4-8 (2002) (amended 2024).⁴

Because defendant has not established the court erred in calculating the redemption amount due and has not asserted she tendered the full \$137,753.44, defendant cannot establish the court based its opinions on an irrational basis or without a rational explanation, inexplicably departed from established policies, or rested on an impermissible basis." Chavies, 247 N.J. at 257 (quoting R.Y., 242 N.J. at 65). Moreover, the record also shows the court granted defendant additional time—until August 31, 2022—to pay the full amount to redeem the property, which she did not do.

Affirmed.

I hereby certify that the foregoing
is a true copy of the original on
file in my office.


CLERK OF THE APPELLATE DIVISION

⁴ As amended in 2024, there is now a flat six-percent sheriff commission on sales. See N.J.S.A. 22A:4-8.

ORDER ON MOTION

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION

DOCKET NO.: A-003902-21T4

MOTION NO.: M-006621-23

BEFORE: PART C

JUDGE(S): KATIE A. GUMMER
KAY WALCOTT-HENDERSON

JAMES B. NUTTER AND COMPANY

v.

MELVENE L. KENNEDY

MOTION FILED: 08/06/2024
ANSWER(S)
FILED:

BY: MELVENE KENNEDY
BY:

SUBMITTED TO COURT: August 22, 2024

ORDER

THIS MATTER HAVING BEEN DULY PRESENTED TO THE COURT, IT IS, ON THIS 22nd day of August, 2024, HEREBY ORDERED AS FOLLOWS:

MOTION BY APPELLANT

MOTION FOR "NEW TRIAL
ALLOWING NEW FINAL BRIEF &
APPENDIX WITH REHEARING OF
ORAL ARGUMENTS"

DENIED

OR IN THE ALTERNATIVE
"RECONSIDER FINAL OPINION
WITH ENLARGEMENT OF TIME TO
DO SO"

DENIED

SUPPLEMENTAL: Defendant moves "for a new trial," leave to submit another brief and appendix, a "Rehearing of Oral Argument," and, alternatively, for reconsideration of our July 29, 2024 opinion. Because defendant has not established a basis for reconsideration or the other relief she requests, we deny the motion.

#2014-0346

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Sarah E. Powers, Esquire - 030501994

James B. Nutter and Company

Plaintiff

vs.

Melvne L. Kennedy, et al.

Defendant(s)

: SUPERIOR COURT OF NEW JERSEY
: CHANCERY DIVISION
: ESSEX COUNTY

:
: Docket No.F 011556 14

:
: CIVIL ACTION

:
: **FINAL JUDGMENT**
:

This matter being opened to the Court by POWERS KIRN, LLC, attorneys for the Plaintiff, and it appearing to the Court that the Summons and Complaint have been duly issued and returned served upon the Defendants, Melvne L. Kennedy, JPMorgan Chase Bank, National Association, fka Washington Mutual Bank, FA, State of New Jersey, and the Clerk having entered a default against said Defendants for failure to plead or otherwise defend or having answered and the Court deemed the answer stuck or non-contesting, and the Plaintiff's



and in case more money shall be realized by said sale than shall be sufficient to answer such several payments, that such surplus be brought into this Court to abide the further order of this Court, and that the Sheriff of Essex County shall make his report of sale without delay as required by the Rules of this Court; and it is further

ORDERED and adjudged that the Defendants, and each of them, stand absolutely debarred and foreclosed of and from all equity of redemption of; in and to said mortgaged premises described in the Complaint when sold as aforesaid by virtue of this judgment.

Notwithstanding anything herein to the contrary, this judgment shall not affect the rights of any person protected by the New Jersey Tenant Anti-Eviction Act, N.J.S.A. 2A:18-61.1, et seq., the right of redemption given the United States of America under 28 U.S.C. Section 2410, the limited priority rights for the aggregate customary condominium assessment for the six month period prior to the recording of any association lien as allowed by N.J.S.A. 46:8B-21 or rights afforded by the Servicemembers Civil Relief Act, 50 U.S.C. App. 501 et seq. or N.J.S.A. 38:23C-4. Affordable housing properties are subject to the Uniform Availability Restrictions of N.J.A.C. 5:80-26.5(e).

/s/ Paul Innes
PAUL INNES, P. J. Ch

Respectfully Recommended
R. 1:34-6 OFFICE OF FORECLOSURE

Certified to be a true
copy of the original on
file in the Superior Court
Clerk's Office


Michelle M. Smith, Esq.
Clerk of Superior Court

