

No. 26A85

IN THE SUPREME COURT OF THE UNITED STATES

CATHLEEN HANENBERG PEREZ AND ALEJANDRO PEREZ, Applicants/Petitioners,

v.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, Respondent.

On Petition for a Writ of Certiorari to the Supreme Court of New Jersey

EMERGENCY APPENDIX

Emergency Appendix to Emergency Application for Immediate Administrative Stay and Stay of Bergen County Sheriff's Sale, Sheriff's No. 26000304, Pending Filing and Disposition of Corrected Petition for Writ of Certiorari.

The appendix is submitted for emergency stay purposes only. It does not expand the Question Presented in the corrected petition.

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Appendix C - Appellate Division order denying stay and related relief in M-005521-25, June 17, 2026	E. App. 3a-4a
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Appendix K - Respondent state-court opposition excerpts, May 4, 2026	E. App. 37a-45a
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Appendix M - Chancery docket excerpt showing final judgment label and notice of appeal	E. App. 52a

OFFICE OF THE SHERIFF

COUNTY OF BERGEN

PHONE: 201-336-3500

FAX: 201-752-4234

MCCALLA RAYMER LEIBERT PIERCE LLC

485 US HIGHWAY 1 S
BUILDING F SUITE 300
ISELIN, NJ 08830

Re: JPMORGAN CHASE BANK, N.A.

-v-

CATHLEEN PEREZ; ALEJANDRO PEREZ; ET AL

DOCKET # F01339818, SHERIFF'S # 26000304

June 9, 2026

Dear Sir or Madam:

Please be advised the Sheriff's Office has processed an adjournment in connection with the above-referenced matter

From: 6/12/2026
To: 7/17/2026
Location: 2 Bergen County Plaza, Hackensack, New Jersey
Start Time: 12:00 P.M.

ADJOURNMENT FEES ARE NON-REFUNDABLE.

Very truly yours,



Anthony Cureton
Sheriff of Bergen County



Supreme Court of New Jersey
Single-Justice Disposition on Application for Emergent Relief (*Rule 2:9-8*)

Case title: JPMorgan Chase Bank, National Association v. Cathleen Perez; Mr. Perez, Husband of Cathleen Perez; Alejandro Perez; Mrs. Alejandro Perez, His Wife; Porcello Engineering Inc.; United States of America

Supreme Court
docket number: 092210 (S-179-25)

Appellate Division
docket number (if available):

Applicant's name: Defendants Cathleen Perez and Alejandro Perez

The applicant's request for permission to file an emergent motion and any related request for a temporary stay or other relief pending disposition of an emergent motion are DENIED for the following reason(s):

- ☐ 1. The matter does not concern a genuine emergency or otherwise does not warrant adjudication on short notice. The applicant may file a regular motion for review by the Superior Court, Appellate Division in the ordinary course.
- ☐ 2. The Appellate Division has entered an order or judgment, and the matter is not emergent or otherwise does not warrant adjudication on short notice. The applicant may file a regular motion for review by the Supreme Court in the ordinary course.
- ☐ 3. The application concerns an order entered during or on the eve of trial as to which there is no prima facie showing that immediate interlocutory intervention is required. The applicant may file a regular motion in the appropriate court for review in the ordinary course.
- ☐ 4. The applicant must obtain a signed order or disposition from the Appellate Division before requesting relief from the Supreme Court.
- ☒ 5. Other: The applicant has failed to make a preliminary showing of an entitlement to emergent relief.

Date: 6/22/2026

By: _____

A handwritten signature in cursive script, reading "Heather Joy Baker".

Name: Heather Joy Baker, Clerk, for Justice Fabiana Pierre-Louis

ORDER ON MOTION

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION
V.
CATHLEEN PEREZ; MR. PEREZ,
HUSBAND OF CATHLEEN PEREZ,
ALEJANDRO PEREZ;
MRS. ALEJANDRO PEREZ, HIS WIFE;
PORCELLO ENGINEERING INC.;
UNITED STATES OF AMERICA

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO.: A-003732-24T4
MOTION NO.: M-005521-25
BEFORE: PART F
JUDGE(S): RONALD SUSSWEIN
LORRAINE AUGOSTINI

MOTION FILED: 05/14/2026

BY: ALEJANDRO AND CATHLEEN
PEREZ

ANSWER(S) 05/29/2026
FILED:

BY: JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

SUBMITTED TO COURT: June 11, 2026

ORDER

THIS MATTER HAVING BEEN DULY PRESENTED TO THE COURT, IT IS, ON
THIS 17th day of June, 2026, HEREBY ORDERED AS FOLLOWS:

MOTION BY APPELLANT

MOTION FOR RECONSIDERATION AND CLARIFICATION OF THE MAY 11, 2026 ORDER	DENIED
MOTION FOR LEAVE TO FILE LIMITED REPLY NUNC PRO TUNC	DENIED
MOTION TO RELAX THE MARCH 15, 2021 PRE-FILING ORDER AS APPLIED	DENIED
MOTION TO COMPLETE/CORRECT THE RECORD UNDER RULE 2:5-5	DENIED

MOTION FOR TEMPORARY STAY DENIED
MOTION FOR ALTERNATIVELY, FOR
LIMITED REMAND WITH RETAINED
JURISDICTION DENIED

SUPPLEMENTAL: Movants have not met the standard for reconsideration. There is no showing that this court's decision is "based upon a palpably incorrect or irrational basis, or [] it is obvious that the [c]ourt either did not consider, or failed to appreciate the significance of probative, competent evidence." See Cummings v. Bahr, 295 N.J. Super. 374, 384 (App. Div. 1996) (citation omitted).

FOR THE COURT:

A handwritten signature in cursive script, appearing to read "Ronald Susswein", is written over a horizontal line.

RONALD SUSSWEIN, J.A.D.

BER-F-013398-18
F-13398-18 BERGEN
ORDER - REGULAR MOTION
JJ

ORDER ON MOTION

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION
V.
CATHLEEN PEREZ; MR. PEREZ,
HUSBAND OF CATHLEEN PEREZ,
ALEJANDRO PEREZ;
MRS. ALEJANDRO PEREZ, HIS WIFE;
PORCELLO ENGINEERING INC.;
UNITED STATES OF AMERICA

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO.: A-003732-24T4
MOTION NO.: M-005888-25
BEFORE: PART F
JUDGE(S): RONALD SUSSWEIN
LORRAINE AUGOSTINI

MOTION FILED: 05/29/2026

BY: ALEJANDRO AND CATHLEEN
PEREZ

ANSWER(S)
FILED:

BY:

SUBMITTED TO COURT: June 11, 2026

ORDER

THIS MATTER HAVING BEEN DULY PRESENTED TO THE COURT, IT IS, ON
THIS 15th day of June, 2026, HEREBY ORDERED AS FOLLOWS:

MOTION BY APPELLANT

MOTION TO FILE A REPLY TO	
MOTION ANSWER	GRANTED
AND FOR TEMPORARY STATUS-QUO	
RELIEF PENDING DISPOSITION	DENIED

SUPPLEMENTAL:

FOR THE COURT:

A handwritten signature in cursive script, appearing to read "Ronald Susswein".

RONALD SUSSWEIN, J.A.D.

BER-F-013398-18
F-13398-18 BERGEN
ORDER - REGULAR MOTION
JJ



Cathy <2025matters@gmail.com>

Correspondence from The Supreme Court of the United States

No-Reply@supremecourt.gov <No-Reply@supremecourt.gov>
To: 2025matters@gmail.com

Wed, May 20, 2026 at 10:57 AM

**SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001**

May 20, 2026

Cathleen Hanenberg Perez
236 Mabel Ann Ave.
Franklin Lakes, NJ 07417

RE: Cathleen Perez v. JPMorgan Chase Bank
NJSC No. C-97 Sept Term 2025 090696/A-002293-22

Dear Ms. Perez:

Dec. Inc.
Indent Indent

Enclosed is a copy of Clerk's correspondence dated from January 6, 2026.

Please correct and resubmit as soon as possible. Unless the petition is submitted to this Office in corrected form within 60 days of the date of this letter, the petition will not be filed. Rule 14.5.

Sincerely,
Scott S. Harris, Clerk
By:

Angela Jimenez
(202) 479-3392



Cathy <2025matters@gmail.com>

Correspondence from The Supreme Court of the United States

No-Reply@supremecourt.gov <No-Reply@supremecourt.gov>
To: 2025matters@gmail.com

Wed, Mar 11, 2026 at 12:50 PM

**SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, DC 20543-0001**

January 6, 2026

Cathleen Hanenberg Perez
236 Mabel Ann Ave.
Franklin Lakes, NJ 07417

RE: Cathleen Perez v. JPMorgan Chase Bank
NJSC No. C-97 Sept Term: 2025 090696/A-002293-22

Dear Ms. Perez:

Dec. Inc.
Indent Indent

The above-entitled petition for writ of certiorari was postmarked December 26, 2025 and received December 30, 2025. The papers are returned for the following reason(s):

If you are paying the docketing fee, you must submit forty copies of the petition and appendix in booklet format on paper that measures 6 1/8 by 9 1/4 inches, plus one unbound copy on 8.5- by 11-inch paper. See Rules 12.1 and 33.1. A sample paid petition and a guide to filing paid petitions are enclosed.

Alternatively, if you wish to proceed in forma pauperis, you may motion for leave to do so. Please be advised that if you choose to proceed in forma pauperis, the petition must comply with the formatting requirements prescribed by Rule 33.2 in that the documents must be on 8.5 by 11 inch paper and the petition must be accompanied with a motion for leave to proceed in forma pauperis and an affidavit or declaration of indigency. Rule 39.1. For your convenience, please find the enclosed guide for filing a petition for writ of certiorari for petitioners proceeding in forma pauperis.

Please correct and resubmit as soon as possible. Unless the petition is submitted to this Office in corrected form within 60 days of the date of this letter, the petition will not be filed. Rule 14.5.

Your check in the amount of \$300 is returned here within.

Sincerely,
Scott S. Harris, Clerk
By:

Angela Jimenez
(202) 479-3392

Owen Lipnick, Esq. (043041994)
BERTONE PICCINI, LLP
777 Terrace Avenue, Suite 201
Hasbrouck Heights, New Jersey 07604-3112
(201) 483-9333
Attorneys for Plaintiff, JPMorgan Chase Bank, National Association

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

Plaintiffs,

vs.

CATHLEEN PEREZ; MR. PEREZ,
HUSBAND OF CATHLEEN PEREZ;
ALEJANDRO PEREZ; MRS. ALEJANDRO
PEREZ, HIS WIFE; PORCELLO
ENGINEERING INC.; UNITED STATES OF
AMERICA DEFENDANT(S),

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: BERGEN
COUNTY

DOCKET NO.: F-013398-18

ALIAS WRIT OF EXECUTION

THIS STATE OF NEW JERSEY TO THE SHERIFF
OF THE COUNTY OF BERGEN COUNTY

GREETINGS:

WHEREAS, on the 15th day of February 2023, by a certain judgment in our Superior Court of New Jersey, in a certain cause therein pending wherein the plaintiff is JPMorgan Chase Bank, N.A. ("Chase") and the defendants are Cathleen Perez and Alejandro Perez (the "Perez Defendants"), Porcello Engineering Inc. and the United States of America, it was ordered and adjudged that certain mortgaged premises, with appurtenances, in the Complaint in Foreclosure in the said cause particularly set forth and described, that is to say: All the following tracts or parcel of land and premises hereinafter described in the rider attached hereto as Schedule A-2, known as 236 Mabel Ann Avenue (also known as 236 Mable Ann Avenue), Franklin Lakes, New Jersey {00452552}

07417 and made a part hereof (the "Premises"), together, with all and singular the rights, liberties, privileges, hereditaments and appurtenances there unto belonging or in any wise appertaining, and the reversion and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, use, property, claim and demand of the said defendants of, in, to and out of the same, be sold to pay and satisfy in the first place unto the Chase the sum of ~~\$697,390.64~~ \$397,381.91 (in accordance with the Court's January 6, 2023 Order) being the principal, interest and advances secured by a certain mortgage dated January 25, 2008, together with interest at the Note rate of 5.125% on \$390,258.01 being the principal sum in default from September 21, 2022 to the date of this Final Judgment and lawful interest thereafter on the total sum due Chase, plus costs of this action to be taxed in the amount of \$6,614.38 (in accordance with the Court's January 6, 2023 Order), ~~plus a counsel fee of \$7,123.90~~, until the same be paid and satisfied and also the costs of Chase,

And for that purpose a Writ of Execution should issue, directed to the Sheriff of the County of Bergen commanding the Sheriff to make sale as aforesaid, and that the surplus money arising from such sale, if any there be, should be brought into our said court, subject to the further order of the said court, as by the said judgment remaining as of record in our said Superior Court of New Jersey, at Trenton, doth and more fully appears; and whereas, the costs of Chase have been duly taxed at the following sum: \$6,614.38 (in accordance with the Court's January 6, 2023 Order).

THEREFORE, you are hereby commanded that you cause a sale to be made of the Premises aforesaid, by selling so much of the same as may be needful and necessary for the purpose, to raise the said sum of \$397,381.91 (in accordance with the Court's January 6, 2023 Order), and the same you do pay to Chase together with lawful interest thereon as aforesaid, and the sum aforesaid of costs with interest thereon;

And that the surplus money arising from such sale, if any there should be, should be brought into said Court within thirty (30) days after the sale to abide the further order of the said Court, according to the Judgment aforesaid; and you are to make return at the time and place aforesaid, by certificate under your hand, of the manner in which you have executed this our writ, together with this writ. If no sale, this writ is returnable within twenty-four (24) months in accordance with R. 4:59-1.

WITNESS, the Honorable Darren T. DiBiasi, P.J.Ch., Judge of the Superior Court at HACKENSACK aforesaid, this 2ND day of JULY, 2025.

/s/ Michelle M. Smith, Esquire
MICHELLE M. SMITH, ESQUIRE
CLERK OF THE SUPERIOR COURT

SIGNED AND SEALED IN THE
SUPERIOR COURT OF NEW JERSEY

BERTONE PICCINI LLP
Attorneys for Plaintiff, JPMorgan Chase Bank, N.A.

By: s/ Owen Lipnick
OWEN LIPNICK

SCHEDULE A-2

OrderNo.: 3411-3

ITEM 3 - DESCRIPTION:

TRACT I:

BEGINNING at a point in the southerly line of proposed street to be known as Mabel Ann Avenue (fifty feet wide), said point of beginning being distant 825 feet from the easterly line of Pulis Avenue (thirty-three feet wide) along the southerly line of Mabel Ann Avenue, also said southerly line of Mabel Ann Avenue being distant 350 feet parallel with the southerly line of the New York Susquehanna and Western Railroad and running thence (1) easterly along said southerly line of Mabel Ann Avenue 75 feet to the southeasterly line of Pierre Street; thence (2) southerly at right angles to said Mabel Ann Avenue 150 feet to a point; thence (3) westerly and parallel with the first course 75 feet to a point; thence (4) northerly, and parallel with the second course 150 feet to the point or place of BEGINNING.

TRACT II:

BEGINNING at a point in the southwesterly line of Mabel Ann Avenue where the same is intersected by the center line of Pierre Street; thence (1) along the center line of Pierre Street South 39 degrees 59 minutes 29 seconds West 150.00 feet to a point; thence (2) north 50 degrees 00 minutes 31 seconds West 25.00 feet to a point; thence (3) along the northwesterly line of Pierre Street North 39 degrees 59 minutes 29 seconds East 150.00 feet to a point in the southwesterly line of Mabel Ann Avenue; thence (4) along the same south 50 degrees 00 minutes 31 seconds East 25.00 feet to the point or place of BEGINNING.

The said premises are more particularly described in accordance with a Survey made by Howard E. Post, L.S., dated June 11, 1996, as follows:

BEGINNING at a point in the southerly line of Mabel Ann Avenue (50 feet wide) said point being distant 815.86 feet along said line on a course of South 50 degrees 00 minutes 31 seconds East from the point formed by the intersection of the westerly prolongation of said southerly line with the northerly prolongation of the easterly line of Pulis Avenue (50 feet wide) and running (1) South 50 degrees 00 minutes 31 seconds East along the southerly line of Mabel Ann Avenue 100.00 feet to a point in the former centerline of Pierre Street, now vacated; thence (2) South 39 degrees 59 minutes 29 seconds West along said line 150.00 feet to a point; thence (3) North 50 degrees 00 minutes 31 seconds West 100.00 feet to a point; thence (4) North 39 degrees 59 minutes 29 seconds East 150.00 feet to a point in the southerly line of Mabel Ann Avenue and the point of BEGINNING.

FOR INFORMATION ONLY:

Being Commonly Known as 236 Mabel Ann Avenue, Franklin Lakes, New Jersey.

Being Also Known as Lot 9 in Block 2504.01 on the Tax Map of the Borough of Franklin Lakes.

DENIED: PARTS IN PARAGRAPHS 1,2, AND 3 DO NOT MATCH ORIGINAL WRIT.

Respectfully Recommended
R.1:34-6 Office of Foreclosure

05.06.2025

Owen Lipnick, Esq. (043041994)
BERTONE PICCINI, LLP
777 Terrace Avenue, Suite 201
Hasbrouck Heights, New Jersey 07604-3112
(201) 483-9333
Attorneys for Plaintiff, JPMorgan Chase Bank, National Association

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

Plaintiffs,

vs.

CATHLEEN PEREZ; MR. PEREZ,
HUSBAND OF CATHLEEN PEREZ;
ALEJANDRO PEREZ; MRS. ALEJANDRO
PEREZ, HIS WIFE; PORCELLO
ENGINEERING INC.; UNITED STATES OF
AMERICA DEFENDANT(S),

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: BERGEN COUNTY

DOCKET NO.: F- 013398-18

ALIAS WRIT OF EXECUTION

THIS STATE OF NEW JERSEY TO THE SHERIFF
OF THE COUNTY OF BERGEN COUNTY

GREETINGS:

WHEREAS, on the 15th day of February, 2023 by a certain judgment in our Superior Court of New Jersey, in a certain cause therein pending wherein the plaintiff is JPMorgan Chase Bank, N.A. ("Chase") and the defendants are Cathleen Perez and Alejandro Perez (the "Perez {00452552}

Defendants”), Porcello Engineering Inc. and the United States of America, it was ordered and adjudged that certain mortgaged premises, with appurtenances, in the Complaint in Foreclosure in the said cause particularly set forth and described, that is to say: All the following tracts or parcel of land and premises hereinafter described in the rider attached hereto as Schedule A-2, known as 236 Mabel Ann Avenue (also known as 236 Mable Ann Avenue),

{00452552}

Franklin Lakes, New Jersey 07417 and made a part hereof (the “Premises”), together, with all and singular the rights, liberties, privileges, hereditaments and appurtenances there unto belonging or in any wise appertaining, and the reversion and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, use, property, claim and demand of the said defendants of, in, to and out of the same, be sold to pay and satisfy in the first place unto the Chase the sum of \$390,258.01 (in accordance with the Court’s January 6, 2023 Order) being the principal secured by a certain mortgage dated January 25, 2008, plus attorney’s fees and costs of this action to be taxed in the amount of \$6,003.58 (in accordance with the Court’s January 6, 2023 Order), plus \$311,234.98 for interest and net escrow advances (in accordance with the Court’s November 29, 2023 Order), for a total sum of \$707,496.57, plus lawful interest thereon from February 15, 2022, the date of the Final Judgment, until the same be paid and satisfied;

And for that purpose an Alias Writ of Execution should issue, directed to the Sheriff of the County of Bergen commanding the Sheriff to make sale as aforesaid, and that the surplus money arising from such sale, if any there be, should be brought into our said court, subject to the further order of the said court, as by the said judgment remaining as of record in our said Superior Court of New Jersey, at Trenton, doth and more fully appears; and whereas, the costs of Chase have been duly taxed at the following sum: \$6,003.58 (in accordance with the Court’s January 6, 2023 Order);

THEREFORE, you are hereby commanded that you cause a sale to be made of the Premises aforesaid, by selling so much of the same as may be needful and necessary for the purpose, to raise the said sum of \$707,496.57, and the same you do pay to Chase together with lawful interest thereon as aforesaid;

And that the surplus money arising from such sale, if any there should be, should be brought into said Court within thirty (30) days after the sale to abide the further order of the said Court, according to the Judgment aforesaid; and you are to make return at the time and place aforesaid,

{00452552}

by certificate under your hand, of the manner in which you have executed this our writ, together with this writ. If no sale, this writ is returnable within twenty-four (24) months in accordance with R. 4:59-1.

WITNESS, the Honorable _____, Judge of the Superior Court at Trenton aforesaid, this _____ day of _____, 2025.

MICHELLE M. SMITH, ESQ.,
CLERK OF SUPERIOR COURT

BERTONE PICCINI LLP
Attorneys for Plaintiff, JPMorgan Chase Bank, N.A.

By: s/ Owen Lipnick
OWEN LIPNICK

SCHEDULE A-2

OrderNo.: 3411-3

ITEM 3 - DESCRIPTION:

TRACT I:

BEGINNING at a point in the southerly line of proposed street to be known as Mabel Ann Avenue (fifty feet wide), said point of beginning being distant 825 feet from the easterly line of Pulis Avenue (thirty-three feet wide) along the southerly line of Mabel Ann Avenue, also said southerly line of Mabel Ann Avenue being distant 350 feet parallel with the southerly line of the New York Susquehanna and Western Railroad and running thence (1) easterly along said southerly line of Mabel Ann Avenue 75 feet to the southeasterly line of Pierre Street; thence (2) southerly at right angles to said Mabel Ann Avenue 150 feet to a point; thence (3) westerly and parallel with the first course 75 feet to a point; thence (4) northerly, and parallel with the second course 150 feet to the point or place of BEGINNING.

TRACT II:

BEGINNING at a point in the southwesterly line of Mabel Ann Avenue where the same is intersected by the center line of Pierre Street; thence (1) along the center line of Pierre Street South 39 degrees 59 minutes 29 seconds West 150.00 feet to a point; thence (2) north 50 degrees 00 minutes 31 seconds West 25.00 feet to a point; thence (3) along the northwesterly line of Pierre Street North 39 degrees 59 minutes 29 seconds East 150.00 feet to a point in the southwesterly line of Mabel Ann Avenue; thence (4) along the same south 50 degrees 00 minutes 31 seconds East 25.00 feet to the point or place of BEGINNING.

The said premises are more particularly described in accordance with a Survey made by Howard E. Post, L.S., dated June 11, 1996, as follows:

BEGINNING at a point in the southerly line of Mabel Ann Avenue (50 feet wide) said point being distant 815.86 feet along said line on a course of South 50 degrees 00 minutes 31 seconds East from the point formed by the intersection of the westerly prolongation of said southerly line with the northerly prolongation of the easterly line of Pulis Avenue (50 feet wide) and running (1) South 50 degrees 00 minutes 31 seconds East along the southerly line of Mabel Ann Avenue 100.00 feet to a point in the former centerline of Pierre Street, now vacated; thence (2) South 39 degrees 59 minutes 29 seconds West along said line 150.00 feet to a point; thence (3) North 50 degrees 00 minutes 31 seconds West 100.00 feet to a point; thence (4) North 39 degrees 59 minutes 29 seconds East 150.00 feet to a point in the southerly line of Mabel Ann Avenue and the point of BEGINNING.

FOR INFORMATION ONLY:

Being Commonly Known as 236 Mabel Ann Avenue, Franklin Lakes, New Jersey.

Being Also Known as Lot 9 in Block 2504.01 on the Tax Map of the Borough of Franklin Lakes.

DENIED: PARAGRAPH 1 DOES NOT MATCH ORIGINAL WRIT. AMOUNT IN PARAGRAPH 3 DOES NOT MATCH ORIGINAL WRIT. ALIAS WRIT MUST EXACTLY MATCH ORIGINAL WRIT OF EXECUTION.

Respectfully Recommended
R.1:34-6 Office of Foreclosure

05.23.2025

Owen Lipnick, Esq. (043041994)
BERTONE PICCINI, LLP
777 Terrace Avenue, Suite 201
Hasbrouck Heights, New Jersey 07604-3112
(201) 483-9333
Attorneys for Plaintiff, JPMorgan Chase Bank, National Association

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

Plaintiffs,

vs.

CATHLEEN PEREZ; MR. PEREZ,
HUSBAND OF CATHLEEN PEREZ;
ALEJANDRO PEREZ; MRS. ALEJANDRO
PEREZ, HIS WIFE; PORCELLO
ENGINEERING INC.; UNITED STATES OF
AMERICA DEFENDANT(S),

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: BERGEN COUNTY

DOCKET NO.: F- 013398-18

ALIAS WRIT OF EXECUTION

THIS STATE OF NEW JERSEY TO THE SHERIFF
OF THE COUNTY OF BERGEN COUNTY

GREETINGS:

WHEREAS, on the 15th day of February, 2023 by a certain judgment in our Superior Court of New Jersey, in a certain cause therein pending wherein the plaintiff is JPMorgan Chase Bank, N.A. ("Chase") and the defendants are Cathleen Perez and Alejandro Perez (the "Perez {00452552}

Defendants”), Porcello Engineering Inc. and the United States of America, it was ordered and adjudged that certain mortgaged premises, with appurtenances, in the Complaint in Foreclosure in the said cause particularly set forth and described, that is to say: All the following tracts or parcel of land and premises hereinafter described in the rider attached hereto as Schedule A-2, known as 236 Mabel Ann Avenue (also known as 236 Mable Ann Avenue),

{00452552}

Franklin Lakes, New Jersey 07417 and made a part hereof (the "Premises"), together, with all and singular the rights, liberties, privileges, hereditaments and appurtenances there unto belonging or in any wise appertaining, and the reversion and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, use, property, claim and demand of the said defendants of, in, to and out of the same, be sold to pay and satisfy in the first place unto the Chase the sum of \$397,381.91 (in accordance with the Court's January 6, 2023 Order), plus \$311,234.98 for interest and net escrow advances (in accordance with the Court's November 29, 2023 Order), for a total sum of \$708,616.89, plus lawful interest thereon from January 6, 2023, until the same be paid and satisfied;

And for that purpose an Alias Writ of Execution should issue, directed to the Sheriff of the County of Bergen commanding the Sheriff to make sale as aforesaid, and that the surplus money arising from such sale, if any there be, should be brought into our said court, subject to the further order of the said court, as by the said judgment remaining as of record in our said Superior Court of New Jersey, at Trenton, doth and more fully appears; and whereas, the costs of Chase have been duly taxed at the following sum: \$6,614.38 (in accordance with the Court's January 6, 2023 Order);

THEREFORE, you are hereby commanded that you cause a sale to be made of the Premises aforesaid, by selling so much of the same as may be needful and necessary for the purpose, to raise the said sum of \$708,616.89, and the same you do pay to Chase together with lawful interest thereon as aforesaid;

And that the surplus money arising from such sale, if any there should be, should be brought into said Court within thirty (30) days after the sale to abide the further order of the said Court, according to the Judgment aforesaid; and you are to make return at the time and place aforesaid, by certificate under your hand, of the manner in which you have executed this our writ, together with this writ. If no sale, this writ is returnable within twenty-four (24) months in accordance with

{00452552}

R. 4:59-1.

WITNESS, the Honorable _____, Judge of the Superior Court
at Trenton aforesaid, this _____ day of _____,
2025.

MICHELLE M. SMITH, ESQ.,
CLERK OF SUPERIOR COURT

BERTONE PICCINI LLP
Attorneys for Plaintiff, JPMorgan Chase Bank, N.A.

By: s/ Owen Lipnick
OWEN LIPNICK

SCHEDULE A-2

OrderNo.: 3411-3

ITEM 3 - DESCRIPTION:

TRACT I:

BEGINNING at a point in the southerly line of proposed street to be known as Mabel Ann Avenue (fifty feet wide), said point of beginning being distant 825 feet from the easterly line of Pulis Avenue (thirty-three feet wide) along the southerly line of Mabel Ann Avenue, also said southerly line of Mabel Ann Avenue being distant 350 feet parallel with the southerly line of the New York Susquehanna and Western Railroad and running thence (1) easterly along said southerly line of Mabel Ann Avenue 75 feet to the southeasterly line of Pierre Street; thence (2) southerly at right angles to said Mabel Ann Avenue 150 feet to a point; thence (3) westerly and parallel with the first course 75 feet to a point; thence (4) northerly, and parallel with the second course 150 feet to the point or place of BEGINNING.

TRACT II:

BEGINNING at a point in the southwesterly line of Mabel Ann Avenue where the same is intersected by the center line of Pierre Street; thence (1) along the center line of Pierre Street South 39 degrees 59 minutes 29 seconds West 150.00 feet to a point; thence (2) north 50 degrees 00 minutes 31 seconds West 25.00 feet to a point; thence (3) along the northwesterly line of Pierre Street North 39 degrees 59 minutes 29 seconds East 150.00 feet to a point in the southwesterly line of Mabel Ann Avenue; thence (4) along the same south 50 degrees 00 minutes 31 seconds East 25.00 feet to the point or place of BEGINNING.

The said premises are more particularly described in accordance with a Survey made by Howard E. Post, L.S., dated June 11, 1996, as follows:

BEGINNING at a point in the southerly line of Mabel Ann Avenue (50 feet wide) said point being distant 815.86 feet along said line on a course of South 50 degrees 00 minutes 31 seconds East from the point formed by the intersection of the westerly prolongation of said southerly line with the northerly prolongation of the easterly line of Pulis Avenue (50 feet wide) and running (1) South 50 degrees 00 minutes 31 seconds East along the southerly line of Mabel Ann Avenue 100.00 feet to a point in the former centerline of Pierre Street, now vacated; thence (2) South 39 degrees 59 minutes 29 seconds West along said line 150.00 feet to a point; thence (3) North 50 degrees 00 minutes 31 seconds West 100.00 feet to a point; thence (4) North 39 degrees 59 minutes 29 seconds East 150.00 feet to a point in the southerly line of Mabel Ann Avenue and the point of BEGINNING.

FOR INFORMATION ONLY:

Being Commonly Known as 236 Mabel Ann Avenue, Franklin Lakes, New Jersey.

Being Also Known as Lot 9 in Block 2504.01 on the Tax Map of the Borough of Franklin Lakes.

NOT FOR PUBLICATION**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

ALEJANDRO VINCENTE PEREZ and
CATHLEEN HANENBERG PEREZ,

Plaintiffs,

v.

JP MORGAN CHASE BANK, N.A.,

Defendant.

Civil Action No.: 14-2279 (CCC-JBC)

OPINION

CECCHI, District Judge.

I. INTRODUCTION

This matter comes before the Court by way of defendant JP Morgan Chase Bank, N.A.'s ("Defendant" or "Chase") motion for abstention ("Motion for Abstention") (ECF No. 64), seeking dismissal of Plaintiffs' Sixth Amended Complaint (the "Complaint") (ECF No. 34), or in the alternative, a stay of this matter, pending the outcome of a parallel Foreclosure Action. *Pro se* Plaintiffs Alejandro Vincente Perez and Cathleen Hanenberg Perez ("Plaintiffs") opposed. ECF No. 73. Magistrate Judge James B. Clark, III issued a Report and Recommendation ("R&R"), recommending that the Motion for Abstention be granted and that the Complaint be dismissed without prejudice pending the outcome of a parallel Foreclosure Action. ECF No. 80 ("R&R"). Plaintiffs subsequently filed objections ("Objections") to Judge Clark's R&R. ECF No. 82 ("Obj."). Defendant filed a response in opposition to Plaintiffs' Objections (ECF No. 83), Plaintiffs replied (ECF No. 84), and each party submitted supplemental briefs (ECF Nos. 86, 87). The Court decides this matter without oral argument pursuant to Federal Rule of Civil Procedure 78. For the reasons set forth below, the Court adopts Judge Clark's R&R, grants Defendant's

Motion for Abstention, and dismisses the Complaint pending the outcome of a parallel state court foreclosure action.

II. BACKGROUND

A. Procedural Background

The instant action arises out of a mortgage loan (the “Mortgage”) that Defendant provided the Plaintiffs in January 2008, for a property located at 236 Mabel Anne Avenue, Franklin Lakes, New Jersey (the “Subject Property”). *See* ECF No. 1-3 at 7. On May 7, 2010, Plaintiffs filed a petition for Chapter 13 Bankruptcy in the United States Bankruptcy Court for the District of New Jersey. *See* ECF No. 1-1. Thereafter, Plaintiffs commenced an adversary proceeding against Defendant alleging, *inter alia*, a violation of the Fair Debt Collection Practices Act (“FDCPA”) for practices relating to the mortgage loan. *See id.* The adversary proceeding was transferred from Bankruptcy Court to this Court on March 17, 2015. ECF No. 6.

From 2015 to 2017, both parties engaged in extensive motion practice, and Plaintiffs made various amendments to their complaint. The latest Complaint, and the operative pleading herein, is Plaintiffs’ Sixth Amended Complaint dated July 21, 2017. Compl. at 1. In the Complaint, Plaintiffs allege that, in July 2009, they entered into a Home Affordable Modification Trial Plan Contract (“HAMP” or “HAMP contract”) with Chase. *Id.* at ¶ 14. Plaintiffs further allege that: (1) they qualified for, and were promised, a permanent HAMP loan modification (*id.* at ¶¶ 23–24); (2) Chase improperly or fraudulently denied Plaintiffs the modification, and then failed to advise the Plaintiffs that they had been denied (*id.* at ¶¶ 26, 30); (3) they were not properly credited for sixty-one Mortgage payments that they made from 2009 to 2014 (*id.* at ¶¶ 27–28, 32–33); and (4) Chase was involved in a corporation-wide scheme to drain payments from Plaintiffs while having no intention of modifying their mortgage loan (*id.* at ¶ 34). Plaintiffs assert five claims arising under New Jersey state law: (1) violation of the New Jersey Consumer Fraud Act, § 56:8-1 *et seq.*;

(2) fraudulent misrepresentation; (3) breach of contract; (4) breach of the implied covenant of good faith and fair dealing; and (5) promissory estoppel. Id. at 7–15.

B. Foreclosure Action

On June 27, 2018, Chase commenced an action in the Superior Court of New Jersey, Bergen County, against the Perezes captioned *JPMorgan Chase Bank, National Association v. Cathleen Perez; Alejandro Perez; et al.*, No. F-013398-18, seeking to foreclose its mortgage lien on the Subject Property (the “Foreclosure Action”). ECF No. 64-3. On July 25, 2018, the Perezes filed a motion to dismiss the Foreclosure Action (ECF No. 64-4), which was denied by order dated August 31, 2018 (ECF No. 64-5). On September 17, 2018, the Perezes filed a motion for summary judgment in lieu of answer, which they proceeded to withdraw. ECF No. 64-6.¹ In both their motion to dismiss and motion for summary judgment, while asserting claims under the FDCPA, the Perezes alleged the same facts pleaded in the Complaint—namely, that permanent HAMP modifications and sixty-one payments by the Plaintiffs were not recognized by Chase. *See, e.g.*, ECF No. 64-6 at ¶ 38 (alleging that the “[l]oan documents constituting the official records of [Chase], are replete with inaccuracies, including all 61 missing monthly payments made by [the Perezes] during participation in HAMP Modification programs, monthly subsidy payments made to [Chase] under HAMP Program which should have been credited to [the Perezes’] account and were not, are inaccurate. . .”).²

¹ The Perezes withdrew their motion for summary judgment on October 23, 2018. Withdrawal of Motion, *JPMorgan Chase Bank, N.A. v. Cathleen Perez, et al.*, No. F-013398-18 (Oct. 23, 2018), Dkt. No. CHC2018575701.

² The Perezes filed various motions in the Foreclosure Action in addition to those discussed above, including: (1) a motion to dismiss, which was subsequently withdrawn (*JPMorgan Chase*, No. F-013398-18 (Feb. 28, 2019), Dkt. No. CHC201992733); (2) a motion for a more definite statement, which was denied (Miscellaneous Order, *JPMorgan Chase*, No. F-013398-18 (July 26, 2019), Dkt. No. CHC2019305906); and (3) another motion to dismiss, which was denied on August 16, 2019 (Order to Dismiss, *JPMorgan Chase*, No. F-013398-18 (Aug. 16, 2019), Dkt. No. CHC2019337783).

On September 11, 2019, the Perezes filed yet another motion to dismiss in the Foreclosure Action; thereafter, Chase filed a cross-motion for summary judgment, which was heard as a cross-motion to strike the Perezes' answer and a cross-motion to dismiss the Perezes' counterclaims. ECF No. 117-1, Exh. A. On October 21, 2019, the Chancery Division denied the Perezes' September 11 motion to dismiss and granted Chase's motion to strike the Perezes' answer, defenses and counterclaims (the "State Dismissal Order"). *Id.* The following counterclaims were dismissed: (1) violation of the New Jersey Consumer Fraud Act (*id.* at 9); (2) fraudulent misrepresentation (*id.* at 10); (3) breach of contract (*id.* at 11); (4) breach of the implied covenant of good faith and fair dealing (*id.* at 11); and (5) promissory estoppel (*id.* at 11). *Id.* Following the State Dismissal Order, Plaintiffs filed a motion for reconsideration, which the Chancery Division denied on January 31, 2020. *Id.*, Exh. B. Plaintiffs then filed additional motions, including a motion for leave to file an amended answer and defenses, which was denied on May 8, 2020. *Id.*, Exh. C.

C. The Instant Motion

Amidst these other proceedings and motions, Defendant filed the present Motion for Abstention, arguing that this Court should abstain from proceeding in this matter, pursuant to the *Colorado River* doctrine, to avoid duplicative litigation and contradictory results. ECF No. 64-1. In opposition to Defendant's motion, Plaintiffs argue that denial is appropriate because Defendant caused piecemeal litigation by filing its Foreclosure Action while the instant case was pending. ECF No. 67.

This Court referred Defendant's motion to Magistrate Judge Clark pursuant to 28 U.S.C. § 636(b)(1)(B). Judge Clark issued an R&R, recommending that Defendant's Motion for Abstention be granted and that this matter be dismissed without prejudice pending the outcome of the Foreclosure Action. R&R at 8. Judge Clark found that: (1) the Foreclosure Action is a parallel

proceeding for the purposes of the *Colorado River* analysis; and (2) extraordinary circumstances merit abstention here. Id. at 5–8.

Thereafter, Plaintiffs filed Objections to the R&R, arguing that abstention was not warranted. *See* Obj. at 1–20. Plaintiffs did not dispute Judge Clark’s finding that the Foreclosure Action is a parallel proceeding, but contested the finding of exceptional circumstances warranting abstention. Id. Plaintiffs specifically argue that: (1) contrary to the R&R’s findings, there has been no progress in the Foreclosure Action (id. at 2–3); (2) the current action was filed before the Foreclosure Action, meaning this Court first obtained jurisdiction (id. at 6–12); (3) Defendant caused piecemeal litigation by filing in state court (id. at 8–9); (4) both state and federal law applies here (id. at 12); and (5) abstention will prejudice their right to “proceed at trial in federal court” (id. at 12–13).

Defendant filed a response to Plaintiffs’ Objections, arguing that the Court should adopt the R&R because the *Colorado River* Doctrine requires this Court to abstain in light of the parallel foreclosure action in state court. ECF No. 83. Specifically, Defendant argues that: (1) the state court has jurisdiction over the *res*, which overrides the fact that the federal Complaint was first filed (id. at 9–10); (2) piecemeal litigation can be avoided by abstention (id. at 10–14); (3) contrary to Plaintiffs’ assertions, there has been more significant progress in the Foreclosure Action than in this Action (id. at 14–15); (4) state law primarily governs this dispute (id. at 15–16); and (5) the state proceedings are adequate and will not prejudice Plaintiffs’ right to trial (id. at 16–18).

Plaintiffs subsequently filed a reply, wherein they contested Judge Clark’s finding that this action and the Foreclosure Action are “parallel proceedings” under the *Colorado River* doctrine. ECF No. 84. Because Plaintiffs raised a new argument in their reply, Defendant obtained permission to file a further response. ECF No. 85. In its supplemental response, Defendant argued

that the actions were parallel because they both arise out of the Mortgage, involve identical parties, and raise nearly identical allegations and issues. ECF No. 86. Plaintiffs further replied. ECF No. 87.

III. LEGAL STANDARD

A. Standard of Review

When a Magistrate Judge addresses motions that are considered dispositive, the Magistrate Judge submits a Report and Recommendation to the district court. 28 U.S.C. § 636(b)(1)(B); Fed. R. Civ. P. 72; L. Civ. R. 72.1(a)(2). “Within 14 days . . . , a party may serve and file specific written objections to the proposed findings and recommendations.” Fed. R. Civ. P. 72(b)(2); L. Civ. R. 72.1(c)(2). The district court must make a *de novo* determination of those portions of the Report and Recommendation to which a litigant has filed objections. 28 U.S.C. § 636(b)(1)(c); Fed. R. Civ. P. 72(b); L. Civ. R. 72.1(c)(2); *see also State Farm Indem. v. Fornaro*, 227 F. Supp. 2d 229, 231 (D.N.J. 2002). The district court may then “accept, reject or modify the recommended disposition.” Fed. R. Civ. P. 72(b)(3). A Report and Recommendation does not have force of law unless and until the district court enters an order accepting or rejecting it. *United Steelworkers of Am. v. N.J. Zinc Co.*, 828 F.2d 1001, 1005 (3d Cir. 1987).

B. Colorado River Doctrine

The *Colorado River* doctrine allows a federal court to abstain, either by staying or dismissing a pending federal action, when there is a parallel ongoing state court proceeding. *See Colorado River Water Conservation Dist. v. United States*, 424 U.S. 800, 817–18 (1976). While federal district courts have a “virtually unflagging obligation . . . to exercise the jurisdiction given them,” in “exceptional circumstances” a federal court may abstain and defer to pending state court proceedings for reasons of “[w]ise judicial administration, giving regard to conservation of judicial resources and comprehensive disposition of litigation.” *Id.* at 813–17.

Whether abstention is appropriate is a two-part inquiry. The initial question is whether there is a parallel state proceeding that raises “substantially identical claims [and] nearly identical allegations and issues.” *Nationwide Mut. Fire Ins. Co. v. George V. Hamilton, Inc.*, 571 F.3d 299, 307 (3d Cir. 2009) (internal citation omitted). After deciding this threshold question in the affirmative, courts next consider six factors to determine whether “exceptional circumstances” merit abstention: “(1) which court first assumed jurisdiction over a relevant *res*, if any; (2) whether the federal court is inconvenient; (3) whether abstention would aid in avoiding piecemeal litigation; (4) which court first obtained jurisdiction; (5) whether federal or state law applies; and (6) whether the state action is sufficient to protect the federal plaintiff’s rights.” *St. Clair v. Wertzberger*, 637 F. Supp. 2d 251, 255 (D.N.J. 2009) (citing *Rycoline Prods., Inc. v. C & W Unlimited*, 109 F.3d 883, 890 (3d Cir. 1997)). “No one factor is determinative; a carefully considered judgment taking into account both the obligation to exercise jurisdiction and the combination of factors counseling against that exercise is required.” *Colorado River*, 424 U.S. at 818–19.

IV. DISCUSSION

The Court agrees with Judge Clark and finds that Defendant’s Motion for Abstention should be granted pursuant to *Colorado River* because: (a) this Action and the Foreclosure Action are parallel proceedings; and (b) exceptional circumstances merit abstention here. *See* R&R at 5–8; *Peavy v. U.S. Bank Tr., N.A.*, No. 15-6001, 2016 WL 3566965, at *2 (D.N.J. June 30, 2016) (noting that this Court has “repeatedly invoked the *Colorado River* doctrine to abstain from hearing what amount to collateral attacks on pending Foreclosure Actions”) (citations omitted).

A. The Proceedings are Parallel

The Court finds, as Judge Clark did, that “[t]he federal and state proceedings in this case are parallel.” R&R at 5. “Generally, cases are parallel so as to justify abstention under *Colorado*

River when they involve the same parties and claims.” *Trent v. Dial Med. of Fla., Inc.*, 33 F.3d 217, 223 (3d Cir. 1994) *superseded by statute on other grounds as recognized in Nat’l City Mortg. Co. v. Stephen*, 647 F.3d 78, 83 (3d Cir. 2011). The claims need not be identical so long as they are “substantially identical,” raising “nearly identical allegations and issues.” *Timoney*, 66 F. App’x at 405 (citing *Trent*, 33 F.3d at 223).

Here, both the Foreclosure Action and this Action involve identical parties (Plaintiffs and Defendant) and arise out of the same factual circumstances (the issuance of the Mortgage). Furthermore, both actions raise the same allegations and issues: (1) whether Chase provided a permanent HAMP modification; and (2) whether Chase properly credited Plaintiffs’ payments from 2009 to 2014. *See* Compl. at 1–7; ECF Nos. 64-4, 64-6, 117-1, Exh. A. The Plaintiffs themselves, in arguing for dismissal of the Foreclosure Action, asserted that both actions “involve the same issues in controversy.” ECF No. 64-4, at 4. Furthermore, all the claims raised by the Perezes in this Action have also been raised in the Foreclosure Action. In fact, the State Dismissal Order rejected each claim raised in the Complaint before this Court: (i) violation of the Consumer Fraud Act (Count One of the Complaint); (ii) fraudulent misrepresentation (Count Two); (iii) breach of contract (Count Three); (iv) breach of the implied covenant of good faith and fair dealing (Count Four); and (v) promissory estoppel (Count Five). *See* Compl. at 7–15; ECF No. 117-1, Exh. A. Thus, the claims at issue are, at a minimum, substantially identical. *See Timoney*, 66 F. App’x at 405 (citing *Trent*, 33 F.3d at 223).

The similarity in parties, factual circumstances, issues, and claims indicates that the two actions are parallel. Therefore, the threshold question under the *Colorado River* doctrine is satisfied.

B. Exceptional Circumstances Merit Abstention

Proceeding to the six-factor balancing test, the Court finds, as Judge Clark found, that exceptional circumstances weigh in favor of abstention. *See* R&R at 6–8.

The first factor requires consideration of which court first obtained jurisdiction over the property at issue, if any. *St. Clair*, 637 F. Supp. 2d at 255. As noted by Judge Clark, the pending Action before this Court is not an action over property, whereas the Foreclosure Action is; thus, the state court definitively obtained jurisdiction over Plaintiffs' property first. R&R at 7. As cautioned by the Third Circuit Court of Appeals, "the presence of an *in rem* dispute in the state court action weighs in favor of abstention." *BIL Mgmt. Corp. v. New Jersey Econ. Dev. Auth.*, 310 Fed. Appx. 490, 492 (3d Cir. 2008) (citing *Moses H. Cone Memorial Hosp. V. Mercury Constr. Corp.*, 460 U.S. 1, 19 (1983)); *see Chambers v. Wells Fargo Bank, N.A.*, 726 Fed. Appx. 886, 888–89 (3d Cir. 2018) (stating that *in rem* dispute favors abstention). Thus, the first factor weighs strongly in favor of abstention.

With regard to the second factor, neither Plaintiffs nor Defendant objected to Judge Clark's finding that "the relative inconvenience factor is largely neutral because the two fora here are equally convenient." R&R at 6 (citing *BIL Mgmt. Corp.*, 310 Fed. Appx. at 492); *see* Obj. at 8; ECF No. 83 at 10. The Court agrees and finds the second factor largely neutral.

Pursuant to the third factor, the court considers whether there is a "strongly articulated congressional policy against piecemeal litigation in the specific context of the case under review." *Ryan v. Johnson*, 115 F.3d 193, 198 (3d Cir. 1997); *Peavy v. U.S. Bank Tr., N.A.*, No. 15-6001, 2016 WL 3566965, at *4 (D.N.J. June 30, 2016). The Court finds, like Judge Clark, that Plaintiffs' assertions that Chase caused piecemeal litigation by filing the Foreclosure Action while the instant case was pending are inapposite to this analysis. That said, Chase has not satisfied its burden of identifying a "strongly articulated congressional policy" that suggests federal jurisdiction should

yield in this case. *See* R&R at 7. Nevertheless, although Chase has not satisfied the high burden set in *Ryan*, the ruling which Plaintiffs request (*i.e.*, that they were entitled to a permanent HAMP modification, were improperly credited for payments, and thus Chase is not entitled to bring a foreclosure proceeding) would nevertheless derail the state court proceeding. *See Patel*, 2016 WL 356076, at *4. Furthermore, considering all of the Perezes' counterclaims have been dismissed in the Foreclosure Action, a ruling on any of the Plaintiffs' claims in this Action will result in duplicative proceedings and inconsistencies that will "throw into turmoil the parties' rights and obligations over [P]laintiff's home and mortgage, as well as the comity between courts." *St. Clair*, 637 F. Supp. 2d at 255. "In addition, the action 'implicates an important state interest—foreclosure of a property in New Jersey.'" *Sheldrick v. Wells Fargo Bank, N.A.*, No. 15-5332, 2015 WL 5098180, at *4 (D.N.J. Aug. 31, 2015) (quoting *DiPietro v. Landis Title Co.*, No. 11-5110, 2012 WL 2116404, at *4 (D.N.J. June 11, 2012) (internal brackets omitted). Thus, although the third factor may not definitively weigh in favor of abstention, there are other related considerations that do. *See Patel*, 2016 WL 356076, at *4; *Sheldrick*, 2015 WL 5098180, at *4; *St. Clair*, 637 F. Supp. 2d at 255.

For the fourth factor, the Court considers "the order in which jurisdiction was obtained." *Nationwide Mut.*, 571 F.3d at 308 (quoting *Spring City Corp. v. American Bldgs. Co.*, 193 F.3d 165, 171 (3d Cir. 1999)). Although this Action commenced before the Foreclosure Action, the Supreme Court has instructed that the jurisdictional order analysis "should not be measured exclusively by which complaint was filed first, but rather in terms of how much progress has been made in the two actions." *Moses H. Cone*, 460 U.S. at 21. There has been significant progress in the Foreclosure Action as the Chancery Division: (1) dismissed multiple motions to dismiss filed

by the Perezes (ECF No. 64-5³); (2) granted Chase's motion to strike the Perezes' answer, leaving the Foreclosure Action essentially uncontested (ECF No. 117-1, Exh. A); and (3) denied the Perezes' motion for reconsideration and a motion for leave to file an amended answer and defenses (id., Exhs. B, C). Therefore, it appears that resolution in the Foreclosure Action is near, as all that remains is for Chase to apply for final judgment now that the federal moratorium on foreclosures has been lifted. *See* ECF No. 157 (indicating that "[w]ith the expiration of the CARES moratorium . . . Chase is preparing its application for final judgment" in the Foreclosure Action that would conclude state proceedings); *see also* No. F-013398-18, Dkt. No. CHC202253830 (seeking 60 days to file motion for final judgment).

By contrast, the Action pending before this Court is not near resolution, as it is in the Foreclosure Action. Instead, there has been minimal discovery thus far, and although the parties engaged in mediation, it was ultimately unsuccessful, resulting in the denial of a motion to enforce the proposed settlement. *See* ECF Nos. 78 at 2, 88, 103, 108. While additional motions have been filed, such as a motion to withdraw as attorney of record by Plaintiffs' counsel and other miscellaneous motions (some of which in essence seek the same relief as prior motions), the status of this Action is far from the point reached in the Foreclosure Action. *See, e.g.*, ECF Nos. 91, 146, 155. Accordingly, this factor weighs in favor of abstention.

Pursuant to the fifth factor, the Court considers whether federal or state law controls. *See Nationwide Mut.*, 571 F.3d at 308 (quoting *Spring City Corp. v. American Bldgs. Co.*, 193 F.3d 165, 171 (3d Cir. 1999)). The court agrees with Judge Clark's finding that only state law applies because all the claims in this Action arise under New Jersey state law, and there are no federal claims. *See R&R* at 8. Thus, the fifth factor also weighs strongly in favor of abstention.

³ *See also* Order to Dismiss, *JPMorgan Chase*, No. F-013398-18 (Aug. 16, 2019), Dkt. No. CHC2019337783.

Lastly, the sixth factor counsels the Court to consider “whether the state court will adequately protect the interests of the parties.” *Nationwide Mut.*, 571 F.3d at 308 (quoting *Spring City Corp.*, 193 F.3d at 171. As noted by Judge Clark, “[i]t is well known that state courts routinely handle actions regarding property including all claims and defenses asserted in foreclosure actions.” R&R at 8. The Chancery Division has addressed multiple motions filed by the Perezes and dismissed them after thoroughly evaluating the Perezes’ arguments. *See* ECF Nos. 64-5, 117-1, Exh. A. Once a final judgment is entered in the Foreclosure Action, the Perezes’ claims may still be vindicated through the state appellate process; thus, the final factor also weighs in favor of abstention. *See Sheldrick*, 2015 WL 5098180, at *4; *St. Clair*, 637 F. Supp. 2d at 255.

Accordingly, because the Foreclosure Action is parallel to this case and: (1) the state court has jurisdiction over the Subject Property; (2) neither forum is inconvenient for the parties; (3) a ruling by the Court on Plaintiffs’ claims could potentially undermine the judgment in the parallel state court proceeding; (4) state law controls all of Plaintiffs’ claims; and (5) Plaintiffs’ rights have been, and may still be, litigated in the Foreclosure Action, *Colorado River* directs the Court to abstain from exercising jurisdiction. Plaintiffs may refile their claims after the state court action has reached a final resolution, if appropriate.⁴

V. CONCLUSION

For the reasons stated above, the Court adopts Judge Clark’s R&R (ECF No. 80) and the Motion for Abstention is granted (ECF No. 5). The Complaint (ECF No. 34) is hereby dismissed without prejudice pending the disposition of the Foreclosure Action. An appropriate Order accompanies this Opinion.

⁴ The Court notes that after the conclusion of the state court proceeding, *res judicata* principles may preclude Plaintiffs’ claims. *See Exxon Mobil Corp. v. Saudi Basic Industries, Corp.*, 544 U.S. 280, 292 (2005) (“Disposition of the federal action, once the state-court adjudication is complete, would be governed by preclusion law.”)

Dated: September 26, 2022

s/ Claire C. Cecchi

CLAIRE C. CECCHI, U.S.D.J.

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May 4, 2026

Via Electronic Filing

Joseph H. Orlando, Clerk
Superior Court of New Jersey, Appellate Division
Hughes Justice Complex, 25 West Market Street
Trenton, New Jersey 08625

RE: JPMorgan Chase Bank, N.A. v. Cathleen Perez and Alejandro Perez
App. Docket No.: A-003732; M-005057-25

Dear Clerk:

On behalf of plaintiff/respondent JPMorgan Chase Bank, N.A. ("Chase"), please accept this letter, in lieu of a more formal brief, opposing the motion by defendants/appellants Cathleen Perez and Alejandro Perez ("Defendants") for reconsideration of this Court's April 15, 2026 Order denying a stay of the sheriff's sale and for other relief. Chase addresses herein the relief requested by Defendants beyond reconsideration of the April 15, 2026 Order.¹

¹ Rule 2:11-6(a)(3) states that an answer to a motion for reconsideration shall not be filed unless requested by the Court.

3. a

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May 4, 2026
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Beyond their request for reconsideration, Defendants seek supplementation/correction of the record and apparently a remand of this matter for the trial court to review the propriety of the Foreclosure Judgment based upon such supplementation/correction of the record.

Fundamentally, Defendants continue to misunderstand the scope of their current Appeal. As stated in Chase's prior brief opposing Defendants' request for a stay of the sheriff's sale, this Appeal is limited to the Orders denying Defendants' post-judgment applications to (i) quash an alias writ issued on July 2, 2025 ("Alias Writ") pursuant to a foreclosure judgment entered on February 15, 2023 (the "Foreclosure Judgment") (collectively, "Orders Denying Quashing of Alias Writ"); and (ii) vacate the Foreclosure Judgment (collectively, "Orders Denying Vacatur of Foreclosure Judgment"). These Orders were entered after the Foreclosure Judgment and dismissal of Defendants' first appeal in Docket No. A-002293-22 relating to the Foreclosure Judgment (the "Prior Foreclosure Appeal").

As also stated in Chase's prior brief opposing Defendants' request to stay the sheriff's sale, this Court, on April 7, 2025, dismissed the Prior Foreclosure Appeal, and on May 1, 2025, denied Defendants' motion for reconsideration. Then, on August 5, 2025, this Court denied Defendants' separate motion to reinstate the Prior Foreclosure Appeal, and on September 30, 2025, the Supreme

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Joseph H. Orlando, Clerk
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Court denied Defendants' request for certification. This current and limited Appeal, filed on July 17, 2025, relates only to the Orders Denying Quashing of Alias Writ and Orders Denying Vacatur of Foreclosure Judgment, all entered after dismissal of the Prior Foreclosure Appeal.

This Appeal cannot be used by Defendants to revive their pre-judgment challenges to the Foreclosure Judgment. However, throughout their Motion seeking to stay the sheriff's sale and now for reconsideration, Defendants improperly resurrect their pre-Judgment arguments that (i) Chase's Notice of Intention to Foreclose was defective; (ii) Chase lacked standing; and (iii) Defendants did not default and their loan was modified.² Defendants do not address the post-judgment Orders that are the subject of this limited, second Appeal but the Foreclosure Judgment itself and without reference to the procedural rules governing those Orders.

I. Defendants' Insupportable Motion to Supplement the Record

Defendants' motion to supplement the record is both misdirected and baseless. First, Defendants do not even identify the documents "omitted" from the record or otherwise establish how the record is incomplete. They do not specify

² Defendants' only new argument in their post-judgment Motions to vacate the Foreclosure Judgment was that their loan was fully satisfied/settled based upon their erroneous reading of Chase's records.

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May 4, 2026
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the documents not in the trial court's record when their motions to quash the Alias Writ and vacate the Foreclosure Judgment were denied.

Second, insofar that Defendants omitted certain documents from their motions with the trial court, supplementing the record is inappropriate. Under R. 2:5-4, "[t]he record on appeal shall consist of all papers on file in the court or courts ... with all entries as to matters made on the records of such courts ...". Appellate courts will ordinarily not consider evidentiary material not in the record below. Liberty Surplus Ins. Corp. v. Nowell Amoroso, P.A., 189 N.J. 436, 452 (2007). While R. 2:5-5 does not expressly authorize supplementation of a trial court record outside an appeal from an administrative agency, an appellate court has the inherent power to address a motion to supplement the record in a trial court proceeding. 189 N.J. at 452. The factors governing such a motion include "(1) whether at the time of the hearing or trial, the applicant knew of the information he or she now seeks to include in the record, and (2) if the evidence were included, whether it is likely to affect the outcome." 189 N.J. at 452-453.

Defendants have not established that any "omitted" documents (if not in the trial court's record) were unavailable to them at the time their motions were filed. Thus, supplementation of the record is improper. See Liberty Surplus, 189 N.J. at 453 (Denying supplementation of the summary judgment record below because the

C. a

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subject expert report sought to be added to the record was within the movant's control and could have been presented below).

Plainly, Defendants' request to supplement the record appears to be a misdirected effort to re-litigate their opposition to the Foreclosure Judgment. See Defendants' brief, page 9 (The "omitted documents go directly to whether the debt was cured, modified, settled, or otherwise removed from the default path"); Defendants' brief, page 14 ("[O]nce plaintiff's own omitted records are placed in the record and confronted, plaintiff's prima facie showing becomes materially unstable"). This Appeal, however, cannot be used by Defendants to "justify emergent relief while the record is corrected and confronted." See Defendants' brief, page 16.

Moreover, it is apparent that Defendants improperly seek review of the Foreclosure Judgment through a remand to the trial court to consider the "supplemented" record. See Point V of Defendants' brief and Defendants' proposed Order, No. 5 (providing a remand "on a tightly limited basis for one designated motion addressing: (a) plaintiff's proof of standing and enforceable debt; and FFA NOI (b) the legal effect of the omitted cure, modification, settlement/final-disposition, and payment records; (c) the adequacy of plaintiff's Rule 4:64-2 amount-due proofs; (d) compliance with Rule 4:59-1; (e) compliance

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with the June 25, 2025 leave-and-notice order; and (f) accuracy and good-faith basis of the sheriff-sale figures.”). Defendants cannot, through a remand, re-challenge the Foreclosure Judgment after dismissal of the Prior Foreclosure Appeal. Again, Defendants misunderstand the scope of this Appeal limited to the Orders Denying Quashing of Alias Writ and Orders Denying Vacatur of Foreclosure Judgment.

Defendants are not entitled to any plenary review of the Foreclosure Judgment—only appellate review of the post-Judgment Orders that are the subject of this Appeal. They cannot use this Appeal to circumvent the dismissal of the Prior Foreclosure Appeal and re-litigate their challenges to the Foreclosure Judgment—whether their challenges relate to the notice of intention, standing, the debt or the like. The only appealable issues in this limited, second Appeal involve whether the trial court abused its discretion in not (i) quashing the Alias Writ; and (i) vacating the Foreclosure Judgment based upon “newly discovered” evidence that Defendants’ loan was fully satisfied/satisfied.

There is no legal basis to “supplement” the trial court’s record nor remand this matter for any review outside the normal appellate process.

8.2

II. Defendants' False Statements About Chase's Proofs Supporting
the Amounts Due and "Defective" Writ Path

Albeit unnecessary, Chase briefly corrects Defendants' false statements regarding Chase's proofs supporting the amounts stated in the Foreclosure Judgment amount and the "defective" writ path.

Defendants state that the trial court, in entering the Foreclosure Judgment limited to unpaid principal, "identified problems with parity and interest delineation in plaintiff's amount-due proofs." (Defendants' brief, page 12). Thereafter, Chase established the unpaid interest and escrow advances which the trial court added to the Foreclosure Judgment in the Order for Additional Sums. Chase proved the amounts stated in the Foreclosure Judgment and Order for Additional Sums, both of which are not appealable after dismissal of the Prior Foreclosure Appeal.³

Defendants also repeatedly argue that the "writ path" was "defective". They assert that the Order, dated June 25, 2025, by the Hon. Darren T. Biasi, P.J.

³ Defendants continue to falsely state that Chase did not apply their payments. When seeking entry of the Foreclosure Judgment, Chase established, over Defendants' opposition, that all of Defendants' payments were applied, and that the default date was April 1, 2012 after application of the payments, including payments made after April 1, 2012. Further, the updated upset price objected to by Defendants as warranting review reflects the amount in the Order for Additional Sums added to the Foreclosure Judgment that was initially omitted in the upset price.

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Ch. justifies “a stay and targeted review” because it provides that “[a]ny further writ of execution must be issued only upon leave of court and with proper notice to all parties.” See Defendants’ brief, page 16. However, no such relief was ever ordered. Defendants requested that relief in their proposed order to the Court, but the Court specifically denied that relief— as well as all other relief requested by Defendants in their proposed order. Indeed, Judge Biasi stated in his reasons denying that relief that “Defendants’ objection to an Alias Writ is not procedurally proper as there is no formal motion required for an Alias Writ.” Defendants’ contention that the Alias Writ violated the June 25, 2025 Order because it was not without “leave of court” is false.

Defendants also state that a review of the “writ path” is needed as prior forms of alias writs submitted by Chase were rejected by the Office of Foreclosure for not exactly matching the original writ. That is irrelevant, as Chase thereafter submitted a proper form of alias writ matching the original writ. Indeed, the Alias Writ issued by the Office of Foreclosure on July 2, 2025 is the governing writ.

Neither the June 25, 2025 Order, nor Alias Writ, justify any supplementation of the trial court record, nor any review or remand outside the normal appellate process.

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III. Conclusion

Based upon the foregoing, Chase respectfully requests that Defendants' motion for reconsideration and other relief be denied in its entirety.

Respectfully submitted,

s/ Owen Lipnick

OWEN LIPNICK

cc: Cathleen and Alejandro Perez
(via email)

11. a

APPENDIX A

SUPREME COURT OF NEW JERSEY ORDER DENYING CERTIFICATION

SUPREME COURT OF NEW JERSEY

C-97 September Term 2025; No. 090696

JPMorgan Chase Bank, National Association, Plaintiff-Respondent, v. Cathleen Perez, Mr. Perez, husband of Cathleen Perez, Alejandro Perez, Mrs. Alejandro Perez, his wife, Defendants-Petitioners.

ORDER

A petition for certification of the judgment in A-002293-22 having been submitted to this Court, and the Court having considered the same; it is ORDERED that the petition for certification is denied, with costs.

WITNESS, the Honorable Anne M. Patterson, Presiding Justice, at Trenton, this 30th day of September, 2025. Filed: October 3, 2025.

APPENDIX B

APPELLATE DIVISION ORDER DENYING REINSTATEMENT

SUPERIOR COURT OF NEW JERSEY - APPELLATE DIVISION

Docket No. A-002293-22T2; Motion No. M-006466-24

JPMorgan Chase Bank, National Association v. Cathleen Perez, Mr. Perez, husband of Cathleen Perez, Alejandro Perez, Mrs. Alejandro Perez, his wife.

Motion filed: July 7, 2025, by Cathleen Perez and Alejandro Perez. Answer filed: July 31, 2025, by JPMorgan Chase Bank, National Association. Submitted to Court: August 4, 2025.

ORDER

It is, on this 4th day of August, 2025, ordered as follows: MOTION BY APPELLANT - MOTION TO REINSTATE THE APPEAL DENIED. MOTION FOR ORAL ARGUMENT ON MOTION DENIED.

For the Court: Greta Gooden Brown, P.J.A.D. Filed: August 5, 2025.

APPENDIX C

APPELLATE DIVISION ORDER DENYING RECONSIDERATION

SUPERIOR COURT OF NEW JERSEY - APPELLATE DIVISION

Docket No. A-002293-22T2; Motion No. M-004623-24

Motion filed: April 14, 2025, by Cathleen Perez and Alejandro Perez. Submitted to Court: May 1, 2025.

ORDER

It is, on this 1st day of May, 2025, ordered as follows: MOTION BY APPELLANT - MOTION FOR RECONSIDERATION "OF ORDER DENYING MOTION TO ACCEPT BRIEF AND APPENDIX AS IS" DENIED.

For the Court: Greta Gooden Brown, P.J.A.D. Filed: May 1, 2025.

APPENDIX D

APPELLATE DIVISION ORDER DISMISSING APPEAL

SUPERIOR COURT OF NEW JERSEY - APPELLATE DIVISION

Docket No. A-002293-22T2; Motion No. M-003430-24

Motion filed: February 18, 2025, by Cathleen Perez and Alejandro Perez. Answer filed: March 5, 2025, by JPMorgan Chase Bank, National Association. Submitted to Court: April 3, 2025.

ORDER

It is, on this 4th day of April, 2025, ordered as follows: MOTION BY APPELLANT - MOTION TO ACCEPT BRIEF AND APPENDIX AS FILED DENIED.

SUPPLEMENTAL: As defendants have failed to satisfactorily correct the deficiencies listed in the January 10, 2025 final deficiency notice, the appeal is dismissed.

For the Court: Greta Gooden Brown, P.J.A.D. Filed: April 7, 2025.

APPENDIX E

JANUARY 10, 2025 FINAL DEFICIENCY NOTICE EXCERPTS

The January 10, 2025 final deficiency notice identified the following deficiencies, among others:

1. Appendix table of contents: "A full table of contents is missing from Volume 8."
2. Table of judgments, orders, and rulings: under prior Appellate Division orders dated March 28, 2024 and May 13, 2024, the appeal was limited to orders dated January 6, 2023 and November 29, 2023, and only those orders should appear in the table of judgments.
3. Formatting: the brief must be legible, on 8 1/2 x 11-inch paper, double-spaced except for indented quotations and footnotes, and in Times New Roman or similar 14-point font under New Jersey Rules 2:6-10 and 2:6-2(c). The notice stated: "The font size does not comply."
4. Appendix content: trial-court briefs should not be included in the appendix except in limited circumstances.
5. Related cases section: remove the section preceding the Table of Transcript entitled "Related Cases," or incorporate any documents appropriately into the appendix.
6. Final compliance direction: this was the fourth attempt at submitting a conforming brief/appendix. The notice directed petitioners to either submit a conforming brief correcting the noted issues within 10 days, or "submit a Notice of Motion seeking relief to accept the brief/appendix 'as is.'" It further stated that it was the final notice relating to appellants' brief/appendix.

APPENDIX F

PRESERVATION MATERIALS CONCERNING MOTION TO ACCEPT BRIEF AS

FILED

On February 18, 2025, petitioners filed a Motion to Accept Brief and Appendix as Filed in Appellate Division Docket No. A-002293-22, Motion No. M-003430-24.

In the March 12, 2025 motion for leave to file a reply to Chase's opposition, petitioners stated that they filed the February 18, 2025 motion in compliance with the Court's instructions in the final deficiency letter, which expressly provided the option either to perfect the brief or submit a motion to accept the brief "as is."

Petitioners argued that Chase incorrectly sought dismissal due to procedural deficiencies and that a reply was necessary to clarify compliance with the Court's instructions, address procedural points, and emphasize the importance of allowing the appeal to proceed on its substantive merits rather than dismissing based on technicalities.

Petitioners later sought reconsideration, reinstatement, oral argument, and certification, preserving the issue that refusal to accept or reinstate the timely appeal deprived them of a meaningful opportunity to be heard and meaningful appellate review of a property judgment.

Filed Date	Filings	Docket Text	Transaction ID	Entry Date
12/14/2022	 	NOTICE OF APPEARANCE submitted by ORTIZ, GEORGE, A of GEORGE A ORTIZ ATTORNEY AT LAW on behalf of ALEJANDRO PEREZ against CATHLEEN PEREZ	CHC2022299672	12/14/2022
12/14/2022	 	MOTION TO CONSOLIDATE CASES submitted by ORTIZ, GEORGE, A of GEORGE A ORTIZ ATTORNEY AT LAW on behalf of CATHLEEN PEREZ against ALEJANDRO PEREZ	CHC2022299865	12/14/2022
12/14/2022	 	MISCELLANEOUS DOCUMENT - EXH 1, 1 OF 3 submitted by ORTIZ, GEORGE, A of GEORGE A ORTIZ ATTORNEY AT LAW on behalf of CATHLEEN PEREZ against ALEJANDRO PEREZ	CHC2022299957	12/14/2022
12/15/2022		The motion filed on 12/14/2022 will be decided on 01/06/2023. Oral argument has been requested. You will be notified when oral argument is scheduled. Do not come to the courthouse unless you are so notified. Re: MOTION TO CONSOLIDATE CASES [CHC2022299865]	CHC2022300128	12/15/2022
12/20/2022		CLERK NOTICE: re: MISCELLANEOUS ORDER [CHC202149718] -Please see order 3/15/21 - Order to Preclude from filing documents signed by Hon. Bonnie J. Mizdol, A.J.S.C	CHC2022305000	12/20/2022
12/30/2022	 	OBJECTION TO MOTION submitted by LIPNICK, OWEN, J of BERTONE PICCINI LLP on behalf of JPMORGAN CHASE BANK NATIONAL A against CATHLEEN PEREZ, ALEJANDRO PEREZ *LINKED FILING*	CHC2022311587	12/30/2022
01/03/2023	 	Other submitted by George A Ortiz of GEORGE A ORTIZ ATTORNEY AT LAW. JEDS EF-1747729	CHC2023128	01/03/2023
01/04/2023	 	CORRESPONDENCE - CORRESPONDENCE submitted by LIPNICK, OWEN, J of BERTONE PICCINI LLP on behalf of JPMORGAN CHASE BANK NATIONAL A against CATHLEEN PEREZ, ALEJANDRO PEREZ	CHC20232298	01/04/2023
01/04/2023	 	Subpoena submitted by George A Ortiz of GEORGE A ORTIZ ATTORNEY AT LAW. JEDS EF-1752551	CHC20232804	01/04/2023
01/06/2023	 	Order Signed-MISCELLANEOUS ORDER submitted by Court	CHC20235001	01/06/2023
01/08/2023	 	Letter/Correspondence submitted by George A Ortiz of GEORGE A ORTIZ ATTORNEY AT LAW. JEDS EF-1758458	CHC20236029	01/08/2023
01/08/2023	 	Other submitted by Cathleen Perez. JEDS EF-1758586	CHC20236051	01/08/2023
01/08/2023	 	Miscellaneous Document-letter correspondence uploaded by Case Management Staff submitted by GEORGE A ORTIZ	CHC202317688	01/18/2023
01/09/2023		DEFICIENCY NOTICE for Other CHC2023128 Other-Attorneys are required to file foreclosure documents via eCourts not JEDS	CHC20236196	01/09/2023
01/09/2023		DEFICIENCY NOTICE for Subpoena CHC20232804 Other-Attorneys are required to file foreclosure documents via eCourts not JEDS	CHC20237081	01/09/2023
01/09/2023	 	MISCELLANEOUS DOCUMENT - NOTICE GEORGE A ORTIZ WITHDRAWAL submitted by ORTIZ, GEORGE, A of GEORGE A ORTIZ ATTORNEY AT LAW on behalf of ALEJANDRO PEREZ against CATHLEEN PEREZ, ALEJANDRO PEREZ	CHC20237399	01/09/2023
01/10/2023	 	Other submitted by Cathleen Perez. JEDS EF-1762230	CHC20238673	01/10/2023
01/10/2023	 	Miscellaneous Document-letter correspondence uploaded by Case Management Staff submitted by GEORGE A ORTIZ	CHC202317815	01/18/2023
01/13/2023		DEFICIENCY NOTICE for Letter/Correspondence CHC20236029 Other-Attorneys are required to file foreclosure documents via eCourts not JEDS	CHC202314630	01/13/2023
02/15/2023	 	Uncontested Order for Final Judgment and Taxed Cost Sheet submitted by Court	CHC202344934	02/15/2023
02/15/2023	 	Writ of Execution submitted by Court	CHC202344935	02/15/2023
02/16/2023	 	Foreclosure Writ Notice Notice submitted by Case Management	CHC202345610	02/16/2023
02/16/2023	 	Foreclosure Judgment Notice Notice submitted by Case Management	CHC202345611	02/16/2023
02/17/2023	 	Miscellaneous Document-Miscellaneous Document uploaded by Case Management Staff submitted by GEORGE A ORTIZ	CHC202353478	02/24/2023
03/01/2023	 	Miscellaneous Document-Miscellaneous Document uploaded by Case Management Staff submitted by GEORGE A ORTIZ	CHC202360146	03/03/2023
03/31/2023	 	Miscellaneous Document-Notice of Appeal uploaded by Case Management Staff submitted by GEORGE A ORTIZ	CHC202388806	03/31/2023
05/18/2023	 	Adjournment request submitted by Cathleen Perez. JEDS EF-1995000	CHC2023134851	05/18/2023