

INDEX # 07204-09
RETURN DATE: **6-16-10**
MOT. SEQ. # **002**

SUPREME COURT - STATE OF NEW YORK
I.A.S. TERM, PART XXIV - SUFFOLK COUNTY

PRESENT:
Hon. PETER FOX COHALAN

-----X
OCEANSIDE CHRISTOPHER FEDERAL CREDIT
UNION,

-Plaintiff,

-against-

SHAWN ROCHE, DENISE ROCHE, OCEANSIDE
CHRISTOPHER FEDERAL CREDIT UNION, TOWN
SUPERVISOR-TOWN OF HUNTINGTON, NEW YORK
STATE DEPARTMENT OF TAXATION AND FINANCE,
UNITED STATES OF AMERICA,

-Defendants.

CALENDAR DATE: January 13, 2011 (FC)
MNEMONIC: MG; C/Disp.

PLTF'S/PET'S ATTORNEY:
Berkman, Henoch, Peterson & Peddy, P.C.
100 Garden City Plaza
Garden City, NY 11530

DEFT'S/RESP ATTORNEY:
Mendelson & Associates PLLC
101 Atlantic Avenue
Lynbrook, NY 11563

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Upon the following papers numbered 1 to 21 read on this motion for judgment of foreclosure _____;
Notice of Motion/Order to Show Cause and supporting papers 1-15 _____; Notice of Cross-Motion and
supporting papers _____; Answering Affidavits and supporting papers 16-18 _____; Replying Affidavits
and supporting papers 19-21 _____; Other _____; and after hearing counsel in support of and opposed
to the motion it is,

ORDERED that this motion by the plaintiff is granted and the judgment of foreclosure
and sale is simultaneously signed herein.

The plaintiff has submitted all documentation in proper form including, inter alia,
affidavits attesting to the accuracy of the documentation submitted by the plaintiff by both
plaintiff's counsel, Erick R. Vallely, Esq., and by Joseph Garay, President and Chief
Executive Officer of the plaintiff. In response to the motion, the defendants Shawn Roche and
Denise Roche (hereinafter defendants), submitted opposition but failed to appear for the
foreclosure settlement conference or oral argument on the motion.

The defendants' written opposition states a partial payment of \$10,000 was made.
However, the plaintiff, in its reply, notes that the defendants had other outstanding loans
including an equity line of credit and a line of credit, both in arrears, and the \$10,000 payment
was applied to the arrears on Loan \$143, a personal line of credit and not on the mortgage.
The defendants did not dispute this assertion as they failed to appear on the date of the
foreclosure conference and oral argument of the motion on January 13, 2011.

Judgment of foreclosure and sale simultaneously signed herein.

The foregoing constitutes the decision of the Court.

Dated: January 19, 2011



J.S.C.

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