

**Fundpality 2023, LLC v. Ho**

Superior Court of New Jersey, Chancery Division, General Equity Part, Middlesex County

July 31, 2025, Filed

DOCKET NO. F-8912-24

**Reporter**

2025 N.J. Super. Unpub. LEXIS 1481 \*; 2025 LX 347438

FUNDPALITY 2023, LLC, Plaintiff, v. JAMES HO; MR./MRS.HO, SPOUSE OF JAMES HO; UNIVERSITY RADIOLOGY GROUP; JOHN DOE AND JANE DOE, Defendants.

**Judges:** [\*1] HON. THOMAS DANIEL McCLOSKEY, J.S.C.

**Opinion by:** THOMAS DANIEL McCLOSKEY

## Opinion

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### ORDER

THIS MATTER came before the Court in the above-captioned matter for hearing and oral argument on July 18, 2025 as the scheduled return date of the following motions:

1. The application filed on June 13, 2025 ("*Motion*") by Glenn R. Reiser, Esq. of the law firm of Shapiro, Croland, Reiser, Apfel & Di Iorio, LLP (Mr. Reiser, appearing), attorneys for the Defendant, James Ho ("*Defendant*"), in the above-captioned matter seeking an Order (i) vacating Final Judgment of Foreclosure entered on March 28, 2025 pursuant to [Tyler v. Hennepin County, 598 U.S. 631, 143 S. Ct. 1369, 215 L. Ed. 2d 564 \(2023\)](#), 257-261 20th Ave. v. Roberto, 259 N.J. 417, 327 A.3d 1177 (2025), and [R. 4:50-1](#), (ii) conditioning redemption out-of-time, and (iii) re-vesting title of the property commonly known as 49 Bradford Road, East Brunswick, New Jersey 08861, a/k/a Block 175.24, Lot 2 on the Official Tax Map of the Township of East Brunswick, Middlesex County, New Jersey that is the subject of this tax sale foreclosure action (the "*Subject Property*"); and

2. The application filed on July 10, 2025 ("*Cross-Motion*") by Patrick O. Lacsina, Esq. of the law firm of Patrick O. Lacsina Law Offices (Mr. Lacsina, appearing), attorneys for Bradford 2025, LLC, the proposed intervenor ("*Intervenor*"), and as current owner of the [\*2] Subject Property, seeking an Order to intervene in this matter;

AND THE COURT, having reviewed and considered the moving papers submitted in support of the Motion, those submitted in opposition thereto and in support of the Cross-Motion, those submitted in reply thereto; having heard and considered the oral argument of counsel present, and for good cause having otherwise been shown,

IT IS on this 31 day of JULY 2024 ORDERED AND ADJUDGED, as follows:

1. That the Cross-Motion, be, and hereby is GRANTED, without objection, and that Bradford 2025, LLC is further hereby granted leave to intervene in this action pursuant to [R. 4:33-1](#) and [R. 4:33-2](#), and so as to be bound by its outcome; and

2. That the Motion, be, and the same hereby is GRANTED; and, more specifically, it is further ORDERED, that the redemption deadline previously set forth in this Court's Order dated December 27, 2024, shall be, and hereby is

EXTENDED, and that the Defendant, James Ho, shall be, and hereby is permitted to REDEEM the Plaintiff's Tax Sale Certificate #21-0007, subject to the following conditions:

3. That the Defendant, James Ho, shall pay to the Township of East Brunswick Tax Collector, in the form of an attorney trust account check(s), **[\*3]**

(i) all amounts necessary to redeem Tax Sale Certificate #21-007 held by the Plaintiff dated October 25, 2021, recorded with the Middlesex County Clerk's Office on December 6, 2021, which was \$67,281.97 as of December 27, 2024, however, the redemption shall be pursuant to the Official Redemption Worksheet provided by the Township of East Brunswick Tax Collector's Office and shall include pre-judgment statutory legal fees and costs (including taxed costs of \$3,607.07 previously approved by the Court), and per diem interest at the statutory rate until date of redemption; and

(ii) additional legal fees incurred by the Plaintiff, as supported by a Certification of Services to be filed with the Court for its review and approval by counsel for the Plaintiff and/or the Intervenor (s applicable) in compliance with the requirements of [R. 4:42-9\(b\)](#) and [RPC 1.5\(a\)](#);

4. That, without further Order of the Court, pursuant to [R. 4:50-1](#), the Final Judgment entered on March 28, 2025 in this matter shall be deemed VACATED upon the Defendant's timely redemption and payment of all sums set forth in this Order, and upon such redemption the Plaintiff shall endorse the Tax Sale Certificate #21-0007 for CANCELLATION and deliver the same to **[\*4]** the Township of East Brunswick Tax Collector.

5. That upon timely redemption and payment of all sums set forth in this Order, within twenty (20) days thereafter the Plaintiff shall deliver to the Defendant, James Ho, a fully executed Discharge of Lis Pendens and Warrant to Satisfy Judgment.

6. That upon satisfaction of all terms of this Order, on notice to the parties, the Defendant, James Ho, shall be permitted to record this Order with the Middlesex County Clerk as a means to (i) rescind and invalidate the Deed of conveyance made by the Plaintiff, Fundpality 2023, LLC, to the Intervenor, Bradford 2025 LLC, and (ii) conclusively establish vacation of the Final Judgment and re-vesting of title to the Subject Property to and in the name of the Defendant, James Ho, as owner of the Subject Property in fee absolute, free and clear of any and all encumbrances; and,

7. The Court shall retain jurisdiction over this matter in the event any of the parties dispute the redemption amount computed by the Township of East Brunswick Tax Collector.

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on all counsel of record upon its posting by the Court to the eCourts case jacket for **[\*5]** this matter. Pursuant to [R. 1:5-1\(a\)](#) and [R. 1:32-2A](#), counsel for the Defendant shall serve a copy of this Order to all parties not served electronically within seven (7) days of this Order.

SO ORDERED:

/s/ Thomas Daniel McCloskey

HON. THOMAS DANIEL McCLOSKEY, J.S.C.

STATEMENT OF REASONS

[\[R. 1:6-2\(f\)\]](#) — [R. 1:7-4\(a\)](#)

FUNDPALITY 2023, LLC

Plaintiff,

v.

JAMES HO,

Defendant.

Docket No.: F-8912-24

1. Motion of the Defendant James Ho, filed on June 13, 2025, Seeking an Order Vacating Final Judgment pursuant to [R. 4:50-1](#), Permitting Redemption, and Re-Vesting Title .

2. Cross-Motion of the Proposed Intervenor Bradford 2025, LLC Seeking an Order to Intervene.<sup>1</sup>

*I. SALIENT FACTUAL BACKGROUND AND PROCEDURAL HISTORY.*

*Salient Facts*

The following facts are derived from the parties' pleadings, certifications, opposition, and reply papers.

The Defendant, James Ho ("Mr. Ho" or the "Defendant"), purchased the property known as 49 Bradford Road in East Brunswick, New Jersey (herein, the "Property") by Deed dated August 22, 1988 and recorded on August 26, 1988 with the Middlesex County Clerk. Certification of James Ho in Supp. Def.'s Mot. Vacate ("Ho Cert.") Ex. 1. The Property was initially encumbered by a mortgage with City Federal Savings Bank, entered into on August 22, [\*6] 1988 for \$106,000.00 that was set to mature on September 1, 2018. Ho Cert. Ex. 2. However, the mortgage was paid off on November 15, 2002 and same was recorded with the Middlesex County Clerk on January 3, 2003. Ho Cert., Ex. 3. Mr. Ho alleges that as of June 6, 2025 the Property is worth between \$400,000 to \$420,000 in its current state. Ho Cert., Ex. 4. Mr. Ho has lived at the Property for the past 36 years and continues to live there. Ho Cert. ¶3.

Mr. Ho alleges that he has been diagnosed with several mental illnesses leading to his diagnosis as permanently disabled, including Generalized Anxiety Disorder, Obsessive Compulsive Disorder, and Chronic Depression. Ho Cert. ¶9. Mr. Ho has been receiving Social Security Disability Insurance benefits due to his permanently disabled status. Ho Cert., Ex. 5. Mr. Ho alleges that during the COVID-19 pandemic, his quality of life decreased significantly as the senior center on which he relied for all social interaction, closed in March of 2020. Ho Cert. ¶17. During this time period, Mr. Ho struggled with keeping up with his mail without experiencing severe anxiety, a symptom of his severe Generalized Anxiety Disorder and Obsessive-Compulsive [\*7] Disorder. Ho Cert. ¶19. After his mother's passing, Mr. Ho asserts that his condition became worse, and, less than a year later, in February 2020, he was hit by a car, resulting in physical injuries. Ho Cert. ¶¶13-14; Ex. 6. Stating that he could not look at his mail without experiencing severe anxiety, and generally avoiding his problems due to his mental illnesses, Mr. Ho asserts that he failed to pay property taxes for a period of time. Ho Cert. ¶19. Mr. Ho claims he did not know that he could lose his home due to this failure. Ho Cert. ¶20. Since 2021, however, Mr. Ho certifies that he has paid all the assessed property taxes on the Property and has since escrowed \$90,000 in his attorney's trust account for payment of the Plaintiff's tax sale certificate. Ho Cert. ¶31. Mr. Ho has no living family, no children, and no spouse. Ho Cert. ¶26. He currently attends counseling through the East Brunswick Department on Aging on a weekly basis. Ho Cert. ¶30; Ex. 8.

On October 25, 2021, the Township of East Brunswick sold Tax Sale Certificate No. 21-0007 ("Tax Sale Certificate") to Evolve Bank & Trust ("Evolve Bank") for \$9,804.40 See Certification of Glenn R. Reiser in Supp.

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<sup>1</sup> At oral argument, the Court granted Bradford's Cross-Motion to Intervene on the record on July 18, 2025, and without objection from the Defendant.

Def.'s Mot. Vacate [\*8] ("Reiser Cert."), Ex. 1. The Tax Sale Certificate was recorded in the Middlesex County Clerk's Office on December 6, 2021. *Id.*

By Assignment dated September 27, 2023, Evolve Bank assigned the Tax Sale Certificate to Pvonne Capita, LLC ("Pvonne Capital"). *Id.*, Ex. 2 The Assignment was recorded in the Middlesex County Clerk's Office on October 11, 2023. *Id.*, Ex. 2. Subsequently, Pvonne Capital assigned the Tax Sale Certificate to the Plaintiff, Fundpality 2023, LLC (herein, "Fundpality" or the "Plaintiff") by Assignment dated *April 19, 2024* recorded with the Middlesex County Clerk on *April 22, 2024*. *Id.*, Ex. 3.

On September 13, 2024, Plaintiff filed a Complaint seeking to foreclose the Defendant James Ho's ("Mr. Ho") and University Radiology Group<sup>2</sup> ("URG") right to redemption, and to secure possession of the home. *Id.*, Ex. 4. On December 27, 2024, the Court entered an Order Setting Time, Place and Amount of Redemption (the "Redemption Order"). *Id.*, Ex. 5. That Order directed that, by February 25, 2025, Mr. Ho would be entitled to pay \$67,281.97, representing the amount due on the Tax Sale Certificate and subsequent taxes and interest, together with an additional \$3,607.07 of costs, to thereby [\*9] redeem the same to preserve his ownership of the Property. *Id.* Failing to do so, Final Judgment was entered against Mr. Ho and URG on March 28, 2025, thereby vesting right, title and interest in the Property to Fundpality. *Id.*, Ex. 6.

On May 14, 2025, the Plaintiff conveyed the Property to Bradford 2025, LLC ("Bradford"), by way of Quitclaim Deed bearing that date, which was recorded in the Office of the Clerk of Middlesex County on June 25, 2025 under Instrument No. 2025036788. Bradford Cross Mot. Intervene ¶28, Ex. N. The stated consideration for the conveyance was \$191,750.00. *Id.* Bradford allegedly financed that conveyance by way of a 12-month term loan made from an individual, Israel Rubin, in the amount of \$150,000, repayment of which secured by mortgage dated May 14, 2025 pledged to him by Bradford on the Property, but which is purportedly in the process of being recorded. Bradford Cross Mot. Intervene ¶31, Ex. O.

### *Procedural History*

This matter came before the Court by way of Complaint for Foreclosure of Tax Sale Certificate, filed on September 13, 2024. Request for default was made and entered on December 6, 2024. A notice of Voluntary Dismissal as to Mr./Mrs. Ho, spouse of James [\*10] Ho, John and Jane Doe, was entered on December 6, 2024 — since there was no such spouse. The Plaintiff filed a motion on December 6, 2024 seeking an Order fixing the amount, time and place for redemption, whereafter the unopposed motion was granted and an Order Setting Date, Time, Place and Amount of Redemption<sup>3</sup> was entered December 27, 2024

The Plaintiff then filed a Motion for Entry of Final Judgment on February 28, 2025. That Motion was unopposed and thus granted by this Court by way of its Order for Final Judgment entered on March 28, 2025<sup>4</sup>. This matter followed.

### *THE INSTANT MOTION*

Before the Court is the Defendant's motion filed on June 13, 2025 seeking an Order to vacate final judgment, permit redemption out-of-time, and re-vest title to the subject property in the Defendant. Non-party Bradford 2025, LLC filed opposition and a Cross Motion to Intervene on July 10, 2025. The Plaintiff filed a reply brief and additional submittals on June 14, 2025.

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<sup>2</sup> Defendant URG is a creditor of Mr. Ho who has a judgment against Mr. Ho. DJ-264018-2007. Compl. Ex. 1.

<sup>3</sup> Trans ID: CHC2024392024.

<sup>4</sup> Trans ID: CHC2025103829.

Having reviewed and considered the moving and opposing papers, and those submitted in reply, and having further considered the oral argument of counsel present on the return date, the Court's decision now follows. As previously noted, at oral [\*11] argument the Cross-Motion of the proposed intervenor, Bradford 2025, LLC, was GRANTED, without objection, and which grant will be memorialized here. For the reasons discussed at length below, the Defendant's motion to vacate final judgement and the related array of relief sought will be GRANTED in its entirety.

## II. THE PARTIES' CONTENTIONS.

### *The Defendant's Motion*

The Defendant argues that the final judgment of tax foreclosure must be vacated because it effects an unconstitutional taking, depriving the Defendant of several hundred thousand dollars of equity when the Defendant is ready, willing, able to redeem the tax sale certificate and make the Plaintiff whole. Here, the Defendant argues that like the Court in [257-261 20th Ave. Realty vs. Roberto, 477 N.J. Super. 339, 307 A.3d 19 \(2024\)](#) this Court should recognize a homeowner's property right to surplus equity in real property, and because the private lienholders in this instance are acting jointly with local government under the Tax Sale law to perform a traditional public function, these private lienholders can be considered state actors and subject to the [Takings Clause](#). *Roberto, 477 N.J. supra, at 444.*

Here, the Defendant argues that the Plaintiff, acting under color of state law, has engaged in an unconstitutional taking of the Defendant's property [\*12] without just compensation.

Alternatively, the Defendant argues that Final Judgment should be vacated pursuant to [R. 4:50-1\(e\)](#) and [\(f\)](#). Mr. Ho argues that his circumstances are exceptional and warrant equitable relief because he is a single man who is medically disabled and unable to work, has escrowed sufficient funds to make the Plaintiff whole, and faces to lose his only home. [Subsection \(f\) of Rule 4:50-1](#) permits the Court to relieve a party from a judgment or order "for any other reason justifying relief from [its] operation." [R. 4:50-1\(f\)](#). He argued that a court of equity has the discretion to craft a remedy to spare a property owner from losing substantial equity in his property to a tax foreclosure where, as here, there is a significant disparity between the redemption amount and the property's value. The Court's power to do so, argues the Defendant, arises from [R. 4:50-1\(f\)](#), which permits the Court to vacate a final judgment where there are "truly exceptional circumstances" present. [Housing Authority of Morristown v. Little, 135 N.J. 274, 286, 639 A.2d 286 \(1994\)](#). The Defendant maintains that such circumstances exist here because the redemption value of the subject tax sale certificate is disproportionately low relative to his substantial equity in the Property.

The Defendant draws parallels to [I.E.'s, LLC v. Simmons, 392 N.J. Super. 520, 536, 921 A.2d 483 \(Law Div. 2006\)](#), where the trial court observed [\*13] the "harshness of the tax sale certificate proceedings in this State, where people with substantial equity in a property, for whatever reason, fail to pay property taxes and thereafter default in the tax sale certificate foreclosure proceedings." *Id.* There, the redemption amount was only \$22,837.50 compared to the property's value of \$275,000. *Id.* Similarly, argues the Defendant, here, the redemption amount is estimated to be approximately \$90,000 compared to the Property's value between \$400,000 and \$420,000.

The Defendant cites cases wherein the court fashioned remedies allowing homeowners facing tax foreclosure, with substantial equity in their home, were given extra time to attempt to sell the property and redeem the tax sale certificate. [Royal Tax Lien Servs., LLC v. Morodan, 2015 N.J. Super. Unpub. LEXIS 1727, \\*11 \(App. Div. July 20, 2015\)](#); see also [Orange Land Co. v. Bender, 96 N.J. Super. 158, 164, 232 A.2d 679 \(App. Div. 1967\)](#); [United States v. Scurry, 193 N.J. 492, 506, 940 A.2d 1164 \(2008\)](#) (allowing borrower a reasonable period of time to redeem her property, which had been sold at a sheriff's sale, because she had not received the required ten days of notice of the sale.)

The Defendant also relies on [\*BV001 REO Blocker v. HB United States Props.\*, 2021 N.J. Super. Unpub. LEXIS 647 \(App. Div. April 16, 2021\)](#),<sup>5</sup> where the appellate court affirmed a Bergen County Chancellor's ruling vacating a tax foreclosure judgment and extending the redemption period for sixty days. The defendant there, Mr. Landau, presented personal and family [\*14] health issues and was confronted with losing his family's home with approximately \$850,000 of equity over and above the redemption amount of the tax lien. Like Mr. Ho asserts here, Mr. Landau relied on the inequities of permitting the judgment to stand when he and his family stood to lose their home with substantial equity that far exceeded the redemption value of the tax sale certificate, and he was prepared to redeem promptly.

The Defendant argues that he should be permitted to satisfy the March 28, 2025 Final Judgment pursuant to [\*N.J.S.A. 2A:50-32\*](#). Further, he argues that a property owner can satisfy a foreclosure judgment for any reason merely by exercising the right of redemption within a reasonable time. See [\*BV001 REO Blocker LLC v. 53 West Somerset Street Properties, LLC\*, 467 N.J. Super. 117, 128, 249 A.3d 236 \(App. Div. 2021\)](#).

The Defendant further argues that relief from Final Judgment is also appropriate under [\*R. 4:50-1\(e\)\*](#) because of the changed factual circumstances which make the judgment no longer equitable. Here, urges Mr. Ho, in the wake of changed factual circumstances and the landmark decisions of *Tyler* and *Roberto*, he has demonstrated changed circumstances that have occurred following entry of the March 28, 2025 Final Judgment meriting relief under [\*R. 4:50-1\(e\)\*](#). Having escrowed the funds necessary to redeem and make the Plaintiff [\*15] whole, both goals of the [\*Tax Sale Law\*](#) will be advanced by allowing Mr. Ho to regain ownership of his Property and prevent forfeiture of his substantial equity.

#### *Bradford's Opposition/Cross Motion to Intervene*

First, Bradford argues that it is legally entitled to intervene in this matter under [\*R. 4:33-1\*](#) and [\*R. 4:33-2\*](#) because it is the record owner of the Property, which is the subject of the litigation and thus has an interest relating to it. Further, if intervention is not granted, Bradford's interest in the Property would not be adequately protected as there are no other defendants in the matter that could adequately represent Bradford's interest.

Second, Bradford argues that the Defendant's motion to vacate final judgment should be denied because the Plaintiff (here, Fundpality) abided by the 2024 Tax Sale Law ("TSL"), which cured any constitutional deficiencies as identified in *Tyler*. First, Bradford notes that it is undisputed that the Plaintiff complied with the 2024 TSL by serving Defendant with the Notice of Right to Demand Sheriff Sale required by [\*N.J.S.A. 54:5-87\(b\)\*](#) on two separate occasions prior to final judgment on September 26, 2024, and again on March 5, 2025. Service of this notice is now a constitutional mandate [\*16] with which Plaintiff fully complied. Second, Bradford contends that the Notice of Right to Demand Sheriff Sale clearly and conspicuously provided the Defendant with everything he needed to retain any equity in the Property.

Bradford describes the notice provided to the Defendant to demonstrate that it was made clear to him how to retain equity in the Property:

The heading of the Notice is formatted in bold, capital, and underlined font stating that it is a "**NOTICE OF THE OWNER'S OR OWNER'S HEIRS RIGHT TO REQUEST A SHERIFF SALE**." This heading leaves no ambiguity as to what this notice is.

Continuing in bold and capital letters, the notice advises the Defendant he has "**THE RIGHT TO DEMAND THAT THE FORECLOSURE PROCEED TO A JUDICIAL SALE OF THE SUBJECT PROPERTY AS IN THE**

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<sup>5</sup> Which decision came down from the same Appellate Division panel a mere 16 days after its binding and published decision was decided on March 31, 2021, in a similar case, namely, [\*BV001 REO Blocker, LLC v. 53 West Somerset Street Properties, LLC\*, 467 N.J. Super. 117, 249 A.3d 236 \(App. Div. 2021\)](#). See discussion, *infra*.



MANNER OF THE FORECLOSURE OF A MORTGAGE, OR AN INTERNET AUCTION, BY THE OFFICE OF THE COUNTY SHERIFF TO PRESERVE ANY EQUITY THAT MAY BE IN THE PROPERTY." The notice then conspicuously instructs the Defendant that scheduling a sheriff sale simply requires filing "A WRITTEN REQUEST CONTAINING THE DEMAND WITH THE CLERK OF THE SUPERIOR COURT, HUGHES JUSTICE COMPLEX, P.O. BOX 971, TRENTON, NJ 08625-0971, BEFORE THE DATE THAT A [\*17] FINAL JUDGMENT IS ENTERED."

The Notice of Right to Demand Sheriff Sale, in underlined and bold and conspicuous font, then warns the Defendant of the consequences of failing to assert the right of a demand for sheriff sale: "*IF THE OWNER. OR OWNER'S HEIRS. DO NOT MAKE A TIMELY DEMAND FOR A JUDICIAL SALE. THE FORECLOSURE ACTION OF THE SUBJECT PROPERTY SHALL PROCEED TO A FINAL JUDGMENT WITHOUT A JUDICIAL SALE. WHICH COULD RESULT IN THE LOSS OF EQUITY IN THE PROPERTY.*"

Bradford Br. in Supp. Cross Mot. Intervene at 14 (emphasis supplied).

Bradford argues that the Defendant failed to satisfy the requirements of the 2024 TSL by neglecting to request a sheriff's sale required by [N.J.S.A. 54:5-87\(b\)](#) despite receiving this notice twice. The 2024 TSL provides a straightforward and accessible remedy for preserving equity—but the Defendant ignored it. Bradford finds the facts of this case similar with those of [In re Franco, No. 24-21084-ABA, 2025 Bankr. LEXIS 648, 2025 WL 884067 \(Bankr. D.N.J. Mar. 17, 2025\)](#) In *Franco*, the debtor filed an adversarial complaint seeking to restore title to a foreclosed property under *Tyler* and *Roberto*, but the court dismissed it on grounds that the Debtor failed to either redeem the Property or request the judicial sale. *Id.* at 7. The Court found that the "Debtor had comprehensively failed to [\*18] make any effort to retain the Property or the equity despite being given ample opportunity." *Id.*

Bradford also argues that the motion to vacate final judgment should be denied because no exceptional circumstances under [R. 4:50-1\(f\)](#) have been demonstrated. Bradford distinguishes the Defendant here from the one in *Roberto*, where there, the Defendant made good faith efforts to retain his property prior to final judgment by attempting to redeem the tax liens after being served the complaint. Here, Bradford contends, the Defendant did nothing prior to final judgment even though he was personally served with every pleading. Further, while Bradford sympathizes with the Defendant's anxiety disorder, it argues that such does not justify the level of exceptional circumstances required under the Rule.

It is also argued that surplus equity is no longer an exceptional circumstance under [R. 4:50-1\(f\)](#) because *Tyler*, *Roberto*, and the 2024 TSL negate post-judgment surplus equity claims. Bradford contends that the Legislature deliberately codified a pre-judgment process to preserve any surplus equity in a tax foreclosure under [N.J.S.A. 54:5-87\(b\)](#). This equity preservation process is simple and specific, argues Bradford: the aggrieved homeowner [\*19] must file a written demand for a sheriff's sale prior to judgment. Once that deadline passes without action, any claim to surplus equity is extinguished. Allowing litigants to sidestep this procedure by seeking relief under [R. 4:50-1\(f\)](#) after judgment would revive the very inequities that the 2024 TSL was enacted to cure.

Similarly, Bradford argues that the Defendant's motion to vacate final judgment should be denied under [R. 4:50-1\(e\)](#) because the 2024 amendments to the TSL now govern surplus equity claims. Here, Bradford maintains that the Defendant's reliance on [R. 4:50-1\(e\)](#) on the basis that *Tyler* and *Roberto* represent significant legal changes that warrant vacating Final Judgment is legally misplaced. While this argument may have carried some persuasion in May 2023 after *Tyler* was first decided, according to Bradford, New Jersey's comprehensive amendments in the 2024 Tax Sale Law have since mooted such claims by creating a clear, constitutional mechanism for recovering surplus equity. Thus, Bradford insists, there can be no "changed circumstances" under [R. 4:50-1\(e\)](#) because this case was litigated entirely under the constitutional framework of the amended and controlling 2024 statute.

Bradford also argues that the Defendant's motion should [\*20] be denied because the intervening rights of innocent third persons, here, Bradford, arose after the entry of judgment. Bradford is a bona fide purchaser for value, paying \$191,750 in consideration of the Property. In reliance on its ownership of the Property, Israel Rubin took a private mortgage from Bradford, secured by the Property. Bradford is also now paying taxes to the Municipality of East Brunswick, insurance, and other carrying costs for the Property.

Bradford contends that vacating final judgment here would destroy the intervening rights of the innocent third party, Bradford, by losing its consideration and the time and sums of money invested in the Property. Further, Bradford would have to pay back its lender the full amount secured by its mortgage plus any interest and prepayment penalties, ultimately damaging its relationship with its lender. The Property's chain of title in the Middlesex County Clerk's office would also have to be significantly rolled back, including the recorded Final Judgment in favor of the Plaintiff, the deed from the Plaintiff to Bradford, and Israel Rubin's mortgage would have to be cancelled.

### *Defendant's Reply*

By way of reply, The Defendant argues [\*21] that Bradford's opposition to the Defendant's motion to vacate is non-actionable and premature because Bradford lacks standing. As Bradford did not file the action and obtain the judgment against the Defendant, it is not the party with legal standing to oppose vacatur of the judgment.

Even if the Court were to excuse this, the Defendant argues, Bradford advances its position using hearsay evidence by attempting to certify the authenticity of documents that were either authored and/or filed by the Plaintiff or its attorneys. Bradford cannot have personal knowledge of statements contained in correspondence and certifications filed by other parties.

The Defendant further maintains that the Court should vacate the final judgment of foreclosure because Bradford is not a bona fide purchaser for value, and purchased the Defendant's home without notice. The Defendant argues that Bradford did not and does not have "bona fide purchaser" status because Bradford acquired the property just weeks *after* the entry of the tax foreclosure judgment, and with what the Defendant contends was knowledge that Mr. Ho remained in possession of the premises. The Defendant argues that the short time frame and Mr. [\*22] Ho's continued possession strongly suggest that Bradford either failed to conduct the required inquiry or acted with notice of Mr. Ho's potential claim to the Property. The Defendant cites [\*I.E.'s L.L.C. v. Simmons\*, 392 N.J. Super. 520, 523-524, 921 A.2d 483 \(Law Div. 2006\)](#) which held that when the claimant is in possession of the land, as the family in *Simmons*, and what the Defendant claims Mr. Ho was, the equities weigh against the bona fide purchaser because the purchaser had a duty to investigate the rights of the party in possession.<sup>6</sup>

Further, the Defendant contends that Bradford had notice of Mr. Ho's claim because after Bradford had taken title to the property by Quitclaim Deed dated May 14, 2025, the deed was not recorded with the Middlesex County Clerk until June 25, 2025, which was two weeks *after* Mr. Ho filed the instant motion. Certification of Joshua Frenkel in Supp. of Cross Mot. [\*23] Intervene ("Frenkel Cert.") Ex. N.

The Defendant also addresses the Bradford's alleged mortgage purportedly lent by Israel Rubin ("Israel") for the sum of \$150,000 dated May 14, 2025. Frenkel Cert. Ex. O. The Defendant argues that this alleged mortgage was

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<sup>6</sup> Further, and most significantly, the bona fide purchaser for value in that matter took title to the property knowing that the defendant family in the tax sale foreclosure action was still in possession of the premises. New Jersey law has long recognized that a bona fide purchaser for value of real estate who purchases the property knowing others are in possession of the property has a duty to make reasonable and diligent inquiry of the rights to the property by those in possession. [\*Simmons\*, 392 N.J. supra, at 534-535](#); see also [\*Hinners v. Banville\*, 114 N.J. Eq. 348, 168 A. 618 \(E. & A. 1933\)](#) (setting aside a post-sheriff's sale to a bona fide purchaser since the family was still in possession of the property, holding that the bona fide purchaser had a duty to make a reasonable investigation of the rights of that party in possession.)

Notably, in the foregoing regard, the "Quitclaim Deed" of conveyance of the Property from Fundapality to Bradford, by its own terms, provided as follows:

"4. Type of Deed. This Deed is called a Quit Claim Deed. The Grantor ([Fundpality]) makes no promises as to ownership or title, but simply transfers whatever interest the Grantor has to the Grantee [Bradford]. Specifically, Grantor is making no covenants or representations of any kind concerning claims of others against the property of the quality of ownership it possess."

Frenkel Cert., at Ex. N (emphasis added).



not recorded with the Middlesex County Clerk's Office and has suspect terms. For example, the mortgage's term is only twelve (12) months, and subject to a 12% interest per annum. Frenkel Cert. Ex. O. The mortgage is signed by "Yehoshua Frenkel, Managing Member" and notarized by Lillian A. Thompson ("Lillian"). According to Bradford's own representation, argues the Defendant, the Final Judgment wherein title was vested to the Plaintiff was recorded with the Middlesex County Clerk's Office. See Bradford's Br. Cross Mot. Intervene ¶11.

The Defendant notes what he characterizes as an instance of a suspicious and allegedly fraudulent scheme. Bradford's disclosed principal, Joshua Frenkel, whose signed certification is attached to Bradford's opposition, represented himself as Managing Member of Bradford on the purported mortgage, is *not* the Managing Member according to Bradford's incorporation papers, which identify 341 Connecticut as its [\*24] managing member. See Certification of Adam Burns in Supp. Def.'s Reply ("Burns Cert."), Ex. 1. Bradford's Deed is signed by an individual known as Mark Lehrer ("Mark"), but Mark Lehrer is not an authorized signor for Fundpality, 2023, LLC according to the Plaintiff's Certificate of Registration. See Burns Cert. Ex. 6. The mortgage document contains the signature of "Yeshua Frenkel" listing Yeshua as Bradford's Managing Member, despite, again, the representations made in its incorporation papers. *Id.*

Further, the Defendant notes that "Jonathan Rubin", and Bradford's lender, "Israel Rubin" (presumably related to Jonathan), and the alleged unrecorded mortgage's listed notary Lillian Thompson, have been implicated in various schemes to defraud homeowners and investors in foreclosure related matters. See Def.'s Reply Br. in Reply to Bradford's Proposed Intervenor (Def.'s Reply Br.) ¶¶14-16. The Defendant alleges that Lillian is implicated in each of the allegations against Frenkel's "scams" and, as an employee of his, is effectively held "captive". *Id.* ¶17.

The Defendant contends that Bradford *was not even incorporated* when the Quit Claim Deed was issued on May 14, 2025, as it was formed about [\*25] two (2) weeks later. Burns Cert. ¶11, Ex. 2.<sup>7</sup> The Defendant argues that Bradford's Mortgage, which remains unrecorded, exists solely for the purpose to oppose the instant motion. Further, the Defendant points to the mortgage document of the purported mortgage being identical to those documents submitted in other matters where Jonathan and Yeshua are accused of engaging in fraudulent conduct. See Burns Cert. ¶¶28-29, Ex. 12. See *also* the detailed chart contained in the Ho Reply Cert., at ¶3.

The Defendant also points to Plaintiff's history of dealing with Jonathan and Yeshua for the same day that Bradford's Deed was recorded with the Middlesex County Clerk's Office, Fundpality recorded another, near identical deed, conveying a separate property to "South River 2025 LLC" which has the same principal mailing address as listed on Bradford's Deed of 1072 Madison Avenue, Lakewood, New Jersey. See Burns Cert. ¶20, Ex. 7.

The Defendant accuses Bradford of having backdated documents using recycled forms and recorded one document (the Deed) without recording the Mortgage, despite purportedly executing both documents the same day. None of the documents submitted to this Court—not [\*26] Bradford's Deed nor its Mortgage—are signed by individuals with the legal authority to bind the entities they are purportedly signing on behalf of (for example, Frenkel is the authorized representative, but is not the Managing Member of Bradford, as the Mortgage and his opposition Certification represent, according to the Defendant. These documents, accuses the Defendant, were created purely to perpetuate a fraud upon this Court and prevent Mr. Ho from securing vacatur of his judgment of foreclosure.

Finally, the Defendant accuses Bradford of having offered to Mr. Ho in settlement to withdraw his motion in exchange for a certain sum of money and indicating that they would be amicable to leasing the property back to Mr. Ho, as a landlord. See Burns Cert. ¶36, Ex. 18. Yeshua is accused by the Defendant as being an "unscrupulous and unethical landlord". See Burns Cert. ¶35.

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<sup>7</sup> It bears noting that the "Quit Claim Deed" of the Property from Fundpality to Bradford was not recorded with the Middlesex County Clerk's Office until "June 25, 2025" in Book 19756, Pgs. 806-809, as Instrument #2025036788. This was 12 days *after* the Defendant filed his Motion here. See Frenkel Cert., at Exh. N.

In any event, the Defendant argues that equity requires the Court to grant the Defendant's motion to vacate because his mental illness should be taken into consideration when adjudicating a motion to vacate a default judgment.<sup>8</sup> Further, the Defendant stands to lose several hundred thousands of dollars of equity. See [Bergen-Eastern Corp., 178 N.J., supra, at 42, 46 \[\\*27\]](#) (noting the discrepancy between the redemption amount and value in affirming relief from a tax-sale foreclosure judgment).

### III. THE COURT'S ANALYSIS: DISCUSSION OF APPLICABLE LAW.

#### *Standards of Review*

"A motion to vacate default judgment implicates two oft-competing goals: resolving disputes on the merits, and providing finality and stability to judgments." [BV001 REO Blocker, LLC v. 53 W. Somerset St. Props., LLC, 467 N.J. Super. 117, 123, 249 A.3d 236 \(App. Div. 2021\)](#). "Whether to grant relief 'is left to the sound discretion of the trial court,' . . . and that decision is reviewed for abuse of discretion." [257-261 20th Ave., Realty, LLC v. Roberto, 259 N.J. 417, 436, 327 A.3d 1177 \(2025\)](#) (quoting [Mancini v. EDS ex rel. N.J. Auto. Full Ins. Underwriting Ass'n, 132 N.J. 330, 334, 625 A.2d 484 \(1993\)](#)). See also ["United States v. Scurry, 193 N.J. 492, 502, 940 A.2d 1164 \(2008\)\(citing Wiktorowicz v. Stesko, 134 N.J. Eq. 383, 386, 35 A.2d 696 \(E. & A. 1944\)\)](#). "A court abuses its discretion 'when a decision is made without a rational explanation, inexplicably departed from established policies, or rested on an impermissible basis.'" [Parke Bank v. Voorhees Diner Corp., 480 N.J. Super. 254, 262, 328 A.3d 440 \(App. Div. 2024\)](#) (quoting [Mims v. City of Gloucester, 479 N.J. Super. 1, 5, 318 A.3d 364 \(App. Div. 2024\)](#)).

"The trial court's determination ... warrants substantial deference, and should not be reversed unless it results in a clear abuse of discretion." [U.S. Bank Nat'l Ass'n v. Guillaume, 209 N.J. 449, 467, 38 A.3d 570 \(2012\)](#). "[We] find an abuse of discretion when a decision is 'made without a rational explanation, inexplicably departed from established policies, or rested on impermissible bias.'" [Guillaume, 209 N.J. at 467](#) (quoting [Iliadis v. Wal-Mart Stores, Inc., 191 N.J. 88, 123, 922 A.2d 710 \(2007\)](#)).

"[Rule 4:50-1](#) provides for relief from a judgment [or order] in six enumerated circumstances." [D.M.C. v. K.H.G., 471 N.J. Super. 10, 26, 271 A.3d 834 \(App. Div. 2022\)](#) (quoting [In re Est. of Schiffner, 385 N.J. Super. 37, 41, 895 A.2d 1202 \(App. Div. 2006\)](#)). The Rule lays out the grounds for a motion [\[\\*28\]](#) for relief from a judgment or order, which states that:

On motion, with briefs, and upon such terms as are just, the court may relieve a party or the part's legal representative from a final judgment or order for the following reasons: (a) mistake, inadvertence, surprise, or excusable neglect; (b) newly discovered evidence which would probably alter the judgment or order and which by due diligence could not have been discovered in time to move for a new trial under *R. 4:49*; (c) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party; (d) the judgment or order is void; (e) the judgment or order has been satisfied, released or discharged, or a prior judgment or order upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment or order should have prospective application; or (f) any other reason justifying relief from the operation of the judgment or order.

*R. 4:50-1.*

In his motion to vacate, Mr. Ho specifically identifies which subparts of [R. 4:50-1](#) he is seeking relief under — namely, [subparts \(e\)](#) and especially [\(f\)](#).

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<sup>8</sup> See [Bergen-Eastern Corp. v. Koss, 178 N.J. Super. 42, 45-46, 427 A.2d 1132 \(App. Div. 1981\)](#) (noting the "discrepancy" between redemption amount and value in affirming relief from a tax-sale foreclosure judgment where the defendant was a 74-year old widow with a history of psychiatric problems and had been hospitalized several times for mental illness).

Subpart (e), as it states, authorizes a court to vacate a judgment or order if it finds that [\*29] "it is no longer equitable that the judgment or order should have prospective application" Subpart (f), the "catch-all" provision of R. 4:50-1, DEG, LLC v. Twp. of Fairfield, 198 N.J. 242, 269-70, 966 A.2d 1036 (2009), authorizes a court to "relieve a party . . . from a final judgment or order for . . . any . . . reason justifying relief from the operation of the judgment or order." R. 4:50-1(f). As broad as that may seem, "[r]elief . . . is available only in 'exceptional circumstance.'" Roberto, 259 N.J. at 436 (quoting Hous. Auth. of Morristown v. Little, 135 N.J. 274, 290, 639 A.2d 286 (1994)). Although "the Rule's 'boundaries are as expansive as the need to achieve equity and justice,' . . . 'vacation of a judgment . . . should be granted sparingly.'" *Ibid.* (second omission in original) (first quoting Little, 135 N.J. at 290; then quoting In re Guardianship of J.N.H., 172 N.J. 440, 473-74, 799 A.2d 518 (2002)) (second omission in original). "The rule is limited to 'situations in which, were it not applied, a grave injustice would occur.'" U.S. Bank Nat'l Ass'n v. Guillaume, 209 N.J. at 484 (quoting Little, 135 N.J. at 289). In deciding whether to vacate a judgment under Rule 4:50-1(f), "courts consider, among other equitable factors, the extent of the delay in applying for relief, the applicant's fault or blamelessness, and any prejudice to the other party." Roberto, 259 N.J. at 436. "[A]ll 'doubts . . . should be resolved in favor of the parties seeking relief.'" *Ibid.* (omission in original) (quoting Mancini, 132 N.J. at 334) (omission in original).

In short, R. 4:50-1(e) authorizes a court to vacate a judgment [\*30] or order if it finds that "it is no longer equitable that the judgment or order should have prospective application." R. 4:50-1(f) is a "catch-all" provision in which "[n]o categorization can be made of the situations" that fall under the Rule. DEG, LLC, 198 N.J. at 269-70 (quoting Ct. Inv. Co. v. Perillo, 48 N.J. 334, 341, 225 A.2d 352 (1966)). It allows for relief in "exceptional situations" where hardship has been shown and, as such, its boundaries are as expansive as the need to achieve equity and justice." *Id.* at 270 (quoting Perillo, 48 N.J. at 341); see also Guillaume, 209 N.J. at 484 (finding that a party must demonstrate exceptional circumstances to obtain relief under Rule 4:50-1(f)).

Our courts have further recognized important factors to be considered in deciding whether relief in such circumstances should be granted, including "(1) the extent of the delay in making the application; (2) the underlying reason or cause; (3) the fault or blamelessness of the litigant; and (4) the prejudice that would accrue to the other party." Parker v. Marcus, 281 N.J. Super. 589, 593, 658 A.2d 1326 (App. Div. 1995) (citing Jansson v. Fairleigh Dickinson Univ., 198 N.J. Super. 190, 195, 486 A.2d 920 (1955)).

#### Analysis\$

Given the motion record before it and, particularly, the additional submittals made by the Defendant in his reply papers, this Court finds that the Defendant has certainly demonstrated circumstances of his mental and physical health that signal to the Court that it should, for equity's sake, push the limits [\*31] of its equitable powers in exercising its discretion to afford the requested relief. The Defendant has made a compelling argument and provided evidence to this Court's satisfaction that as a result of hardship resulting from his ongoing mental illness and debilitating condition therefrom, compounded by his old age and accident, this Court should exercise its discretion so as to achieve equity and justice. Perillo, 48 N.J., *supra*, at 341.

In assessing the instant matter against the Parker factors to determine whether relief should be granted in such circumstances, this Court finds that the Defendant prevails. As to the extent of the delay in making the application to vacate judgment, Bradford is not negatively affected because the Defendant filed his motion to vacate on June 13, 2025, less than three (3) months after the entry of Final Judgment was entered on March 28, 2025, and Bradford has not otherwise demonstrated that three months can be said to be an unreasonable amount of time.

Further, the Defendant provides evidence and certifies himself, at great length, about his diagnosed "mailphobia" wherein, as a result of his anxiety disorder, the Defendant struggled to maintain his own affairs, including being apprised of [\*32] his status in property taxes. Ho Cert. ¶19. The Defendant does not dispute that he failed to pay property taxes for a period of time, but this Court has trouble placing fault or blame upon an unsophisticated individual who is disabled and struggles with an anxiety disorder such that his failure to respond to the impending

foreclosure was not intentional or voluntary. Finally, Bradford, the other party, while facing losing the Property, would be paid back by the Plaintiff (and that would be left to be arranged by and between these two sophisticated, if not interrelated parties), as the Defendant is prepared to redeem the Tax Sale Certificate after having escrowed \$90,000 in his attorney's trust account. Ho Cert. ¶31. The municipality would also be paid off for its existing and accruing balance against the Property. In essence, no harm, no foul.

Although there is certainly strong evidence, of which the Defendant points out suggesting (1) irregularities in the conduct of the post-judgment conveyance suggesting, at best, a transaction that was at less than "arm's length", and at worst, disturbingly incestuous (when Fundpality, upon signing the Property here to Bradford, simultaneously assigned [\*33] another property to a separate entity interrelated to Bradford), and (2) the mysterious circumstances around Bradford's registration and those authorized to do business on its behalf, the Court emphasizes that the guiding principle here in coming to its ultimate conclusion is other equitable considerations at play in the interest of justice. Mainly, the Court cannot ignore established equitable maxims in determining the appropriate remedy such as, and principally, "Equity Abhors Forfeiture",<sup>9</sup> as well as others further noted below.

In light of the developments in tax sale foreclosure law post-*Tyler*, the attitude of the courts has been predicated on the U.S. Supreme Court's overarching directive that homeowners losing property with substantial equity be [\*34] afforded procedural mechanisms where they can try to preserve that equity. *BV001 REO Blocker* is also telling of the prevailing law's disposition as to the sensitive personal circumstances of homeowners, as the Appellate Division there affirmed the ruling of the Chancery Division in Bergen County vacating a tax foreclosure judgment and commensurate extension of the redemption period for sixty (60) days. Like Mr. Ho here, the defendant there presented personal and family health issues and was confronted with losing his family's home with approximately \$850,000 of equity over and above the redemption amount of the tax lien. Thus, the Chancery Division has already exercised its discretion, as far-reaching as it was, and affirmed by the Appellate Division in doing so prior to this matter and in similar circumstances.

The Court finds that the Defendant stands to lose far more than Bradford or the Plaintiff, for that matter (who elected not to oppose the motion), in the event of the denial of the vacatur relief sought here. The Plaintiff originally purchased the tax sale certificate in 2021 for \$9,804.40 and the Subject Property is valued between \$400,000 to \$420,000. Ho Cert. ¶22, Ex. 4. The [\*35] putative successor-in-interest intervenor, Bradford, here stands to reap a \$400,000 windfall - or, at a minimum, a \$208,250 windfall, if it is to be believed that Bradford actually paid the \$191,750 its Deed purports it paid to the Plaintiff, Fundpality, an alleged insider, for the transfer<sup>10</sup> — on the back and at the expense of the Defendant's hard work after having lived in the house for over 36 years and paying off the mortgage. See Ho Cert. ¶5, Ex. 3. The Defendant is also a senior citizen, rendered permanently disabled, and no longer works.

Further, "while the Defendant's anxiety disorder is sympathetic" - as Bradford put it in its opposition brief (a p. 7) - that very debilitating condition effectively rendered him unable to preserve his equity in time, in contrast to the Plaintiff's and Bradford's ability to walk away from the transaction virtually unscathed as the Defendant has already demonstrated his ability to redeem the Tax Sale Certificate (leaving the Plaintiff to pay Bradford back that which it allegedly paid for at a time it was not even in legal existence and for the Quit Claim Deed it received.

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<sup>9</sup> 2 Pomeroy, *Equity Jurisprudence* § 360, p. 5 (Symons 5th ed. 1941):

. . . These maxims are in the strictest sense the principia, the beginnings out of which has been developed the entire system of truth known as equity jurisprudence . . . They do not exclusively belong either to the department which treats of equitable estates, property, and other primary rights, nor to that which deals with equitable remedies; their creative and molding influence is found alike throughout both of these departments . . . .

These maxims are the underlying framework for equity jurisprudence and have been applied in a considerable body of New Jersey equity cases.

<sup>10</sup> Purportedly financing \$150,000 of that \$191,750 "acquisition" price and consideration by way of a mortgage pledged against the property in favor of a related individual "insider" - *and a mortgage that was never actually recorded.*

These and other demonstrated "exceptional [\*36] circumstances" most certainly suggest that there is an even more compelling reason to set aside the Final Judgment and the post-judgment conveyance to Bradford. Indisputably, it is the Defendant, who is already compromised mentally and medically, who was struck by a car as a pedestrian and still recovering 5 years since, who stands to lose his only asset, i.e., the very home he has lived in of over 36 years, as opposed to Bradford's loss of an opportunity to own and potentially flip real estate it acquired from the Plaintiff allegedly at "arm's length".

#### IV. CONCLUSIONS AND DECISION.

At the outset, a critical, irrefutable fact cannot and did not go unnoticed by this Court and, instead, should be emphasized. Curiously, the party that stands the most to lose if the Court grants Mr. Ho's motion, if it could be called a loss given Mr. Ho's preparedness to redeem the Tax Sale Certificate, and then some (i.e., reimbursement of attorneys' fees and costs, accrued interest, etc. given his escrowing of \$90,000) - namely, the Plaintiff, Fundpality 2025 LLC — does not oppose and did not file any opposition to this motion. Had it done so, no doubt it would have asserted that which the Intervenor has [\*37] asserted on its absent behalf — i.e., that Fundpality technically complied with the procedural requirements set forth in the new TSL so as to protect its investment from this collateral attack.

But it didn't. Inferably, on the one hand, it has been and is prepared for the potential consequence of this motion, and would not have wanted to admit as much in opposition papers or be called upon to refute that which Mr. Ho has raised in his moving and reply papers, while also having seemingly no defense to the "exceptional circumstances" presented given the equities that abound here. In other words, query:

How could it be plausibly argued that its acquisition of a Tax Sale Certificate for \$67,281.97 representing the amount due and subsequent taxes and interest (initially issued in 2021 for \$9,804.40), its prompt securing of final judgment and title to property having value 6 times the amount of that investment, *and its virtually immediate transfer of the Property* to "insiders" - thereby stripping this 70-year old, known-to-be medically compromised man with no wife, children or family, of the only asset that he has and has ever known both before and after the passing of his mother — was fair [\*38] and reasonable, from an equity standpoint, and could survive scrutiny, analysis and the imperative for a court to safeguard above all else one's home and home equity to avert an unconstitutional taking or inequitable evisceration of such surplus equity as was the overarching mandate of *Tyler* and *Roberto*?

Or, on the other hand, was the Plaintiff's failure to interpose opposition here precisely because it wanted to avoid having to respond to the evidence brought forward by Mr. Ho in his motion and especially in his reply concerning the questionable nature of its post-redemption and sudden conveyance of the subject property to the intervenor, Bradford. In light of the evidence adduced in Mr. Ho's reply papers, that transfer was, at best, inherently suspicious, and a rescindable sham and fraudulent transfer, at worst.

As Mr. Ho compellingly argues, apart from the "exceptional circumstances" established clearly and convincingly in this motion record of his own disabilities that precluded his timely redemption, but ensuing fast action taken with benefit of counsel to remediate and redeem, the post-judgment conveyance made by Fundpality to an alleged bona fide purchaser, the intervenor Bradford, [\*39] was far from an "arm's length transaction."

As is suggested, that conveyance was and is arguably a "sham" transaction orchestrated by insiders to an LLC entity — namely, the Intervenor - that hadn't even been formed and created at the of the title transfer, and which immediately purported to mortgage the Property to secure the repayment of a 12-month loan, and to further encumber title to insulate it from the very relief sought here. Or, put differently, and as the Intervenor itself argued tongue-in-cheek and urged in its opposition:

"Indeed, even with this Court's powers to fashion equitable remedies unique to each case, it is respectfully submitted that it would be difficult to un-bake this post sheriff sale cake."

Intervenor's Opp. Brf., at 21.

If and whether the Fundpality-to-Bradford conveyance was a sham or legal fraud perpetrated on the Court is not necessary to compel the relief sought here, though it most assuredly taints the TSL compliance positions advanced,

again, *not* by the Plaintiff as the party who acquired the Tax Sale Certificate but chose not to oppose the relief sought, but rather, as was piggy-backed upon by an phantom of an entity that hadn't even come into legal existence [\*40] at the time the post-redemption transfer of title was made a mere two weeks post-entry of Final Judgment. Nor is it even necessary to reach or address whether the transaction, if left to stand, would amount to an unconstitutional or unlawful taking.

And that is because this Court is satisfied that the motion record does provide clear and convincing evidence that establish that (i) it is no longer equitable that the Final Judgment entered a mere four (4) months ago on March 28, 2025 here should have prospective application under [subpart \(e\)](#), and (ii) "exceptional circumstances" have been amply demonstrated to vacate that Final Judgment under subpart (f) of [R. 4:50-1](#). In the Court's view, this unique matter does constitute a case that, though "sparingly" exercised, supports this court of equity's exercise of its broad powers of discretion, and thus, a granting of the motion and the fashioning of a remedy consistent with principles of "fairness, justice, and the law" in order to subserve the ends of justice.

To the latter end, it is well-established that "a judge sitting in a court of equity has a broad range of discretion to fashion the appropriate remedy in order to vindicate a wrong consistent [\*41] with principles of fairness, justice, and the law." [Woytas v. Greenwood Tree Experts, Inc., 237 N.J. 501, 514, 206 A.3d 386 \(2019\)](#) (quoting [Graziano v. Grant, 326 N.J. Super. 328, 342, 741 A.2d 156 \(App. Div. 1999\)](#)). It will do so here. Moreover, other recognized equitable maxims compel that result, namely: "Equity Regards that as Done Which Ought to Be Done", "Equity Suffers No Right to be Without a Remedy" and "Equity Will Not Knowingly Become an Instrument of Injustice".

For the foregoing reasons, then, the Cross-Motion of Bradford 2025, LLC to intervene in this action is hereby GRANTED, without objection, such that it is bound by what follows; and, the Defendant's motion to vacate Final Judgment, condition redemption out-of-time, and re-vest title to the Subject Property in the name of the Defendant is hereby GRANTED.

Accordingly, in granting the Defendant's Motion, the Court will fashion an equitable remedy and, more specifically, order as follows:

*First*, that the redemption deadlines previously set forth in this Court's Order dated December 27, 2024, shall be extended, and that the Defendant, Mr. Ho, shall be permitted to redeem the Plaintiff's Tax Sale Certificate #21-0007;

*Second*, that the Defendant, Mr. Ho, shall pay to the Township of East Brunswick Tax Collector, in the form of an attorney trust account check(s),

(i) all amounts [\*42] necessary to redeem Tax Sale Certificate #21-0007 held by the Plaintiff dated October 25, 2021, recorded with the Middlesex County Clerk's Office on December 6, 2021, which was \$67,281.97 as of December 27, 2024, however, the redemption shall be pursuant to the Official Redemption Worksheet provided by the Township of East Brunswick Tax Collector's Office and shall include pre-judgment statutory legal fees and costs (including taxed costs of \$3,607.07 previously approved by the Court), and per diem interest at the statutory rate until date of redemption; and

(ii) additional legal fees incurred by the Plaintiff, as supported by a Certification of Services to be filed with the Court for its review and approval by counsel for the Plaintiff in compliance with the requirements of [R. 4:42-9\(b\)](#) and [RPC 1.5\(a\)](#);

*Third*, that without further Order of the Court, pursuant to [R. 4:50-1\(e\)](#) and [\(f\)](#), the Final Judgment entered on March 28, 2025 in this matter shall be deemed vacated upon the Defendant's timely redemption and payment of all sums set forth in this Order, and upon such redemption the Plaintiff shall endorse the Tax Sale Certificate #21-0007 for cancellation and deliver the same to the Township of East Brunswick Tax Collector. [\*43]



*Fourth*, that upon timely redemption and payment of all sums set forth in this Order, within twenty (20) days thereafter the Plaintiff shall deliver to the Defendant, Mr. Ho, a fully executed Discharge of Lis Pendens and Warranto to Satisfy Judgment.

*Fifth*, that upon satisfaction of all terms of this Court's implementing Order, on notice to the parties, the Defendant, Mr. Ho, shall be permitted to record this Order with the Middlesex County Clerk as a means to (i) formally rescind and invalidate the Deed of conveyance made by the Plaintiff, Fundpality 2023, LLC, to the Intervenor, Bradford 2025 LLC, and (ii) conclusively establish vacation of the Final Judgment and re-vesting of title to the Subject Property to and in the name of the Defendant, Mr. Ho, as owner of the Subject Property in fee absolute, free and clear of any and all encumbrances; and,

*Finally*, that the Court shall retain jurisdiction over this matter in the event any of the parties dispute the redemption amount computed by the Township of East Brunswick Tax Collector.

An appropriate Order implementing the Court's decision accompanies this Statement of Reasons.

SO ORDERED.

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