DOCKET NO. AAN-CV09-6001369-S	:	SUPERIOR COURT
JPMORGAN CHASE BANK, NA	:	JUDICIAL DISTRICT OF
V.	:	ANSONIA-MILFORD
JOHNNY RAY MOORE, ET AL.	:	MAY 24, 2024

MEMORANDUM OF DECISION

The present matter is an action to foreclose on property located at 15 Sachem Drive, Shelton, Connecticut (property) and owned by the defendant Johnny Ray Moore pursuant to a note dated January 26, 2007 (note), executed, and delivered to Mortgage Capital Associates, Inc. (MCAI) in a principal amount of $746,550. On that same date, the defendant executed a mortgage on the property and delivered that mortgage to Mortgage Electronic Registration Systems, Inc, as nominee for MCAI. The mortgage was duly recorded on the Shelton land records.

This action was initiated on October 12, 2009, by then plaintiff JPMorgan Chase Bank, National Association (JPMorgan), a subsequent possessor of the note. It is now prosecuted by the substitute plaintiff PennyMac Holdings, LLC (PennyMac).

On October 26, 2023, the court held a status conference and ordered that "[b]y November 16, 2023, Counsel shall submit a joint stipulated chain of title, signed by both. If Counsel are unable to do so, they are to submit a document that explains why they were unsuccessful." (Entry No. 250.00).[1] As part of its response to the order, the defendant filed a memorandum which

[1] This matter has been pending for almost fifteen years. During the pendency of this action, the defendant filed for bankruptcy on May 31, 2012 (Entry No. 135.00), on August 24, 2016 (Entry No. 199.00), and September 20, 2019 (Entry No. 225.00). An appeal was filed on November 20,

argued that JPMorgan was not in possession of the note or mortgage at the time it commenced the present action. These allegations resulted in a decision by the court (*Hiller, J.*) to hold an evidentiary hearing to determine whether JPMorgan had standing to bring this action in that JPMorgan was vested with the right to enforce the note on the date that the action was commenced (Entry No. 253.10). That hearing was held on March 27, 2024, with the substitute plaintiff submitting a posthearing brief on April 25, 2024 (Entry No. 258.00), and the defendant submitting a posthearing brief on April 30, 2024 (Entry No. 260.00).[2]

Based on evidence offered at the hearing and the reasonable inferences to be drawn from that evidence, the pleadings, and the claims of law by the parties, the court finds the following facts and reaches the following conclusions:

JPMorgan instituted this foreclosure action on October 12, 2009.

The credible evidence of JPMorgan's business records and the testimony of its employee, Pamela B. Bingham, prove that it is more probable than not that JPMorgan was in possession of collateral for the property beginning March 10, 2009, and that such collateral included the note as of July 18, 2009. That possession continued until October 29, 2009, when the note was sent to JPMorgan's foreclosure counsel in Connecticut. Accordingly, the court finds that JPMorgan was in possession of the note on October 12, 2009.

2015 (Entry No. 146.00), and the matter was removed to and remanded from the United States District Court for the District of Connecticut (Entry Nos. 222.00 and 224.00). The court also entered a judgment of dismissal on June 7, 2021, pursuant to the docket management program (Entry No. 226.00).

[2] The substitute plaintiff filed a subsequent objection to materials referenced in the defendant's brief on May 6, 2024 (Entry No. 261.00). The defendant field a reply to that objection on May 20, 2024 (Entry No. 263.00).

The court further finds that the note was specifically endorsed by MCAI to Residential Funding Company, LLC and then by Residential Funding Company LLC, to blank. Accordingly, the court finds that JPMorgan was a holder[3] of the note on October 12, 2009.

"Generally, in order to have standing to bring a foreclosure action the plaintiff must, at the time the action is commenced, be entitled to enforce the promissory note that is secured by the property. . . . Whether a party is entitled to enforce a promissory note is determined by the provisions of the Uniform Commercial Code, as codified in General Statutes § 42a-1-101 et seq. Under [the Uniform Commercial Code], only a 'holder' of an instrument or someone who has the rights of a holder is entitled to enforce the instrument. . . . When a note is endorsed in blank, any person in possession of the note is a holder and is entitled to enforce the instrument. General Statutes §§ 42a-1-201 (b) (21) (A), 42a-3-205 (b) and 42a-3-301." (Citations omitted; internal quotation marks omitted.) *U.S. Bank, N.A.* v. *Ugrin*, 150 Conn. App. 393, 401-402, 91 A.3d 924 (2014). The plaintiff's possession of a note endorsed in blank confers standing to commence a foreclosure action. *RMS Residential Properties, LLC* v. *Miller,* 303 Conn. 224, 231-32, 32 A.3d 307 (2011).

The court concludes, therefore, that as the holder of the note endorsed in blank before and at the time of the commencement of present action, JPMorgan had standing to bring the action on October 12, 2009.

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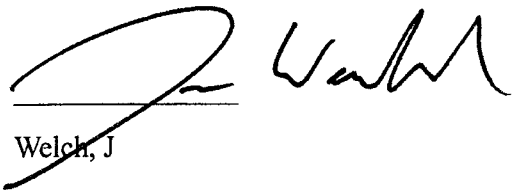
[3] General Statutes § 42a-1-201(b) (21) states, "'Holder' means: (A) The person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession; (B) The person in possession of a negotiable tangible document of title if the goods are deliverable either to bearer or to the order of the person in possession; or (C) The person in control of a negotiable electronic document of title."

The court,



Welch, J