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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MONMOUTH COUNTY
DOCKET NO. MON-C-128-25

SIMON GALEAS, assignee of
CAROLYN CHRISMAN, and
HENRY GORDON, assignee of
SIMON GALEAS,

Plaintiffs,

v.

VINCENT LALLY, KELLY
LALLY, 93 OCEAN LLC, ARTHUR
SHLOSSMAN, ASA MULTI-
FAMILY LLC, VAULT
CAPITAL FUNDING, JACLYN
DILORETO, LENDING RESOURCE
FINANCIAL GROUP, JANE DOE,
And JOHN DOE,

Defendants.

OPINION

Decided January 20, 2026.

Henry Gordon, pro se, plaintiff.

Meyerson Fox & Conte, P.A. (Steven Pontell, Esq., appearing), attorneys for defendants Vincent Lally, Kelly Lally, 93 Ocean LLC, and Jaclyn DiLoreto.

Law Offices of John B. D'Alessandro, LLC (John B. D'Alessandro, Esq., appearing), attorneys for defendants ASA Multi-Family LLC and Arthur Shlossman.

No other appearances.

FISHER, P.J.A.D. (t/a, retired on recall).

This matter poses unusual problems about the written assignments by which the only two plaintiffs – Simon Galeas and Henry Gordon – claim a right to pursue this fraudulent conveyance action. To explain, on February 1, 2008, a $97,987 money judgment was entered in an otherwise unrelated matter in favor of Greg and Carolyn Chrisman against Vincent Lally – a defendant here – under Docket No. MRS-L-232-05. In their amended complaint in this action,[1] Galeas and Gordon allege that Carolyn Chrisman "had all but given up seeking collection of her judgment when on or about June 22, 2025," Galeas – who alleges he is in the "dental laboratory business and at times makes private hard money loans" – reached out to advise Carolyn that Lally possessed "leviable assets." Amended Complaint, ¶s 24, 27. Galeas and Gordon allege that three

[1] The complaint was filed by Galeas only. The amended complaint was filed by both Galeas and Gordon. It appears that a notice of lis pendens was filed only after the amended complaint was filed.

days after Galeas told Carolyn about Lally's "leviable assets," Carolyn entered "into an agreement" with Galeas that gave him a "limited assignment" of Carolyn's judgment. Id., ¶ 26. Carolyn then purportedly signed a document that, in exchange for $10 "and other good and valuable consideration," conveyed to Galeas – without mention of Greg Chrisman's interest in the judgment – an assignment that

> is strictly limited to enabling the assignee to institute litigation in his name as assignee of Carolyn Chrisman against Vincent Lally and others (1) seeking damages and taking such steps as the assignee deems necessary to declare that the real property owned by 93 Ocean LLC in Manasquan, NJ is an asset of Vincent Lally subject to levy to satisfy the assignor's judgment and (2) enjoining Vincent Lally's check cashing scheme as revealed in Galeas as Assignee of Latorre v. Lally[2] and levying on accounts receivable to satisfy the above referenced judgment. The costs of the litigation including all legal fees shall be borne by the assignee. The assignor shall have no obligation whatsoever to participate in or pay for the litigation in any way.
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> [Amended Complaint, Exhibit B (emphasis added).]

[2] Craig LaTorre et al. v. Vincent Lally et al., Docket No. MON-C-18-24. The LaTorre action – settled a few months before Carolyn's alleged assignment to Galeas – involved, in part, Lally's claim to an option to purchase the Manasquan property mentioned in the assignment. The amended complaint here alleges that the transfer of the Manasquan property to 93 Ocean LLC was a fraudulent conveyance.

Soon after, by way of a July 22, 2025 document,[3] Galeas assigned to Gordon, for $10 "and other good and valuable consideration,"

> a limited right to seek collection of the Carolyn Chrisman judgment against Vincent Lally. . . . The right being assigned is strictly limited to enabling the assignee to join in th[is] action.
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> [Ibid. (emphasis added).]

Carolyn is not a party to this action. The only plaintiffs are Galeas and Gordon. Greg Chrisman, another judgment creditor on the 2008 judgment entered against Lally, isn't a party either, nor is it argued that he assigned any part of his interest in the 2008 judgment to either Galeas or Gordon or Carolyn. While the only named plaintiffs are Galeas and Gordon, Galeas has not participated in the motions at hand, only Gordon.[4] Yet the "limited" assignment obtained by Gordon, on its face, only purports to allow Gordon to "seek

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[3] The signatures of the alleged assignors on both these documents are neither witnessed nor notarized. In fact, Galeas didn't sign; his name is typed onto the signature line, preceded by "/s/".

[4] The pleadings filed by Gordon in support of his own motions and in opposition to defendants' motions, however, contain at the top not only Gordon's name, street address, email address, and telephone number, but also Galeas's name, street address, email address, and telephone number, as if to suggest that Galeas was participating in each of those filings. See R. 1:4-1(b). In any event, only Gordon signed those pleadings, the content of the pleadings suggest that only Gordon was so moving, and Gordon stated during oral argument that he alone was the proponent of those papers.

collection" and to "join in" this action; nothing else seems conveyed by the document, arguably suggesting that Gordon's role is mere mouthpiece for the true owners of the claim.[5] If Galeas conveyed to Gordon some other rights, they weren't expressed or described in the written assignment.

At the outset of oral argument on the parties' dispositive motions,[6] the court questioned Gordon about the scope of the assignments from Carolyn to Galeas and from Galeas to Gordon and about any interest Greg Chrismas may retain in the 2008 judgment. Ultimately, because the existing record contained little information other than the limited and somewhat ambiguous assignments about who might be the real party in interest here, the court postponed decision on the dispositive motions; Gordon has been allowed to provide sworn

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[5] The meaning of the word "collection" in the Galeas-to-Gordon assignment requires further explanation from plaintiffs. On its face it only gives further support to a contention that Gordon is merely a non-attorney spokesman for the claim's true owner since, in legal parlance, the phrasing of the assignment generally suggests a pursuit and extraction of a debt owed not necessarily for the "collector" but for someone else. See, e.g., Henson v. Santander Consumer USA Inc., 582 U.S. 79, 81-82 (2017); Hodges v. Sasil Corp., 189 N.J. 210, 224 (2007).

[6] Other than two motions Gordon filed under Rule 1:4-8, both of which have been denied for reasons expressed from the bench, Gordon moved for summary judgment. The two separate groups of defendants have moved to dismiss under Rule 4:6-2(e). The court has postponed further action on those three dispositive motions but has heard and now grants defendants' motions to discharge the notice of lis pendens filed by plaintiffs.

statements from all those involved about the scope and meaning of the assignments. If Carolyn has retained some interest in the 2008 judgment – for example, if the "other good and valuable consideration" referred to in Carolyn's assignment to Galeas or the "other good and valuable consideration" referred to in Galeas's assignment to Gordon includes a conveyance of some percentage or portion of any recovery in this action, would it not follow that the proponent of the amended complaint – either Galeas or Gordon or both, neither of whom are attorneys – are practicing law without a license in prosecuting this action on behalf, at least in part, of Carolyn? In any event, these and other questions cannot presently be answered; the court has allowed time for plaintiffs to further explain the scope and meaning of their assignments.[7]

[7] In addition, the court need not now determine the reach of the assignments in a legal sense. To be sure, a judgment or a contractual right may be assigned, see N.J.S.A. 2A:25-1, but the scope of that right is not always clear or certain. See, e.g., Triffin v. TD Banknorth, N.A., 190 N.J. 326, 329 (2007) (acknowledging N.J.S.A. 2A:25-1 authorizes assignments of all judgments and contractual choses in action but holding a claim on a dishonored check seeking to enforce N.J.S.A. 12A:4-302's "midnight deadline" "is not based on a contractual right [and] consequently . . . is not assignable"). It is also well-established that a tort claim may not be assigned until entry of a judgment, East Orange Lumber Co. v. Feiganspan, 120 N.J.L. 410, 413 (Sup. Ct. 1938), aff'd o.b., 124 N.J.L. 127 (E. & A. 1940), and plaintiffs here seek relief on their claim of an alleged fraudulent conveyance, which would seem to be a tort claim. Where some or all the claims asserted in the amended complaint fall on this spectrum of what is or is not assignable is not presently clear and need not be decided now.

Defendants have not opposed the court's adjournment of their motions to dismiss required by the court's request for illumination from plaintiffs of their alleged rights to pursue this action, but they do argue that their motion to discharge the notice of lis pendens should not be delayed because the status quo has and continues to cause them harm. Certainly, a notice of lis pendens has a draconian impact because it clouds title to real estate defendants may own or in which they may have an interest. As the Court explained in Trus Joist Corp. v. Treetop Assocs., 97 N.J. 22, 32 (1984), a notice of lis pendens imposes a "vise-like grip" on effected property. It is a "form of taking," ibid.; see also United Sav. & Loan Ass'n v. Scruggs, 181 N.J. Super. 52, 57 (Ch. Div. 1981) (observing that a notice of lis pendens "destroys the ability of a property holder to convey marketable title if the litigation has any possibility of success"), and so, to ensure due process for those impacted, the Legislature refined its use and declared that the lis-pendens device may not be utilized when the filer seeks "to recover a judgment for money or damages only." N.J.S.A. 2A:15-6 (emphasis added). The Legislature also imposed time limitations[8] and provided

[8] N.J.S.A. 2A:15-11 declares that the lifespan of a notice of lis pendens is five years. See also Manzo v. Shawmut Bank, N.A., 291 N.J. Super. 194, 199-200 (App. Div. 1996).

prejudgment procedures by which aggrieved property holders may free themselves from the harm caused.

That is, because of the device's confiscatory nature, the statutory scheme allows an aggrieved property holder the right to a rapid determination about the fairness of its use. And so, an aggrieved party may move "for a determination as to whether there is a probability that final judgment will be entered in favor of the plaintiff sufficient to justify the filing or continuation of the notice of lis pendens." N.J.S.A. 2A:15-7(b).[9] Defendants seek the discharge of the notice of lis pendens based on their arguments that the amended complaint really seeks only monetary relief. The court, however, will assume for present purposes that the fraudulent conveyance part of the action takes this case outside the limit

[9] Gordon has argued that the notice of lis pendens he and Galeas filed is based on N.J.S.A. 2A:15-6, not N.J.S.A. 2A:15-7. Regardless of whether that is so, in this court's view it makes no difference. All provisions of the lis-pendens statutory scheme, N.J.S.A. 2A:15-6 to -17, must be read in pari materia. Cf., Manzo, 291 N.J. Super. at 199-200. The sufficiency of a notice of lis pendens filed pursuant to N.J.S.A. 2A:15-6, assuming there is a difference between the notices referred to in the two provisions, may be challenged under the procedure described in N.J.S.A. 2A:15-7(b). That is, a notice of lis pendens filed under the authority of subsection (a) of N.J.S.A. 2A:15-7, may not necessarily trigger the rights under subsection (b), as suggested in Fravega v. Security Sav. & Loan Ass'n, 192 N.J. Super. 213, 216-18 (Ch. Div. 1983). But a notice filed under the authority of N.J.S.A. 2A:15-6, which is the only provision on which Gordon relies, would appear to be encompassed by the procedures outlined in subsection (b) of N.J.S.A. 2A:15-7. And, if that is not so, then the court still retains equitable jurisdiction to relieve a party of a hardship at any time fairness and good conscience require.

imposed by the Legislature in N.J.S.A. 2A:15-6, when it said that the device may not be utilized when the action is for money or damages "only." Accord Polk v. Schwartz, 166 N.J. Super. 292, 298 (App. Div. 1979).

Instead, the court will discharge the notice of lis pendens because of the irregular assignments, quoted and discussed above, that purport to authorize non-attorneys Gordon or Galeas or both – otherwise strangers to the 2008 judgment held by the Chrismans on which this action is based[10] – to file and prosecute this action and to file the notice of lis pendens now in question.[11] It

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[10] The court is also mindful, as argued in the motions to dismiss, that Gordon was party to the LaTorre matter, see n.2, above, a prior action in this court regarding ownership of the property that he now alleges was fraudulently conveyed by defendant Lally to defendant 93 Ocean LLC or others. The memorialization of the settlement in that earlier case, however, reveals that the property would be conveyed to an LLC – something about which Gordon and Galeas now complain – and contains as well Gordon's release of all past, present and future known and unknown claims against Lally. See Amended Complaint, ¶ 116 (referring to the settlement agreement which is attached as Exhibit I to the certification Lally filed in support of his motion to dismiss). This too presents a significant roadblock for Gordon's attempts to obtain a fraudulent conveyance judgment since it all suggests Gordon's tacit consent to the very conveyance of which he now complains.

[11] It may be true that defendants have not based their motions to dismiss the amended complaint or to discharge the notice of lis pendens on the problematic assignments – or at least not as the problem has been posed by the court – but that doesn't mean the court may not, on its own, consider alternative grounds for the relief defendants seek. Equity judges are not potted plants; they are often called upon to invoke the court's conscience to vindicate public policy and ensure a just result notwithstanding the parties' contrasting view of the presented problem. See, e.g., Crane v. Bielski, 15 N.J. 342, 347-49 (1954).

may take some time to unwind the Gordian Knot presented by the vague assignments,[12] but the problem wasn't caused by defendants, who ought not be held hostage by the notice of lis pendens while the court sorts out the irregular circumstances plaintiffs created.

Based on what the pleadings and motion papers reveal, and as explained above, the court finds grave doubt about the viability of this action in its present

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That's not to say that a court's reach beyond what is precisely presented is without limit, but this is not a situation where the court is raising a claim or defense that had been waived or untimely asserted as in Triffin v. Southeastern Pa. Transp. Auth., 462 N.J. Super. 172, 178-82 (App. Div. 2020). The viability of the notice of lis pendens was raised by all defendants in their motions; Gordon and Galeas knew or are chargeable with knowing that their notice of lis pendens was being challenged and that the court was being asked to determine whether the amended complaint might or might not support the filing. The defense motions necessary called into question Gordon and Galeas's notice of lis pendens. That the court's determination in ruling on that challenge here is based on a specific view not espoused by defendants is not terribly relevant; as Justice Ginsburg said for a unanimous Court in United States v. Sineneng-Smith, 590 U.S. 371, 380 (2020), courts are "not hidebound by the precise arguments of counsel." The court would further note that argument about the viability of the notice of lis pendens only occurred after the court's inquiries about the meaning and sufficiency of the assignments, so plaintiff was fully on notice of the court's concerns about the assignments and had every opportunity, in responding to the arguments about the notice of lis pendens, to address those concerns in this alternative context.

[12] For instance, Gordon and Galeas have been given the opportunity to further explain the arrangement represented by the assignments, but that may only engender additional questions and perhaps even discovery as to what may be claimed in the supplementation yet to be submitted.

form because of this court's doubts about whether these plaintiffs were entitled to commence and prosecute this action. As permitted by N.J.S.A. 2A:15-7(b), and in good conscience, the court concludes that the notice of lis pendens should be forthwith discharged.[13]

An order discharging the notice of lis pendens has been entered.[14]

[13] The court would also add that the amended complaint contains, in large measure, a vituperative attack on defendants that detracts from a clear understanding of the facts on which the claims are based. The venom spilled in the amended complaint obfuscates and blurs the line between what is relevant and what is irrelevant. These are additional circumstances the court has taken into account in questioning, and thereby doubting, the propriety of the notice of lis pendens.

[14] The order also provides Gordon and Galeas with an opportunity to enlighten the court about the scope and meaning of the assignments and of the interests, if any, that they as well as Carolyn or Greg Chrisman possess to the 2008 judgment by January 30, 2025, and postpones further argument on the dispositive motions to February 13, 2026.