[* 1]

SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

PRESENT: CAROL EDMEAD J.S.C. PART 35

Index Number : 101339/2004
SOLIS, CARLOS
VS
32 SIXTH AVENUE
Sequence Number : 001
DISMISS ACTION

INDEX NO. 101339/04
MOTION DATE 12/19/05
MOTION SEQ. NO. 001
MOTION CAL. NO. _____

The following papers, numbered 1 to _____ were read on this motion to/for _____

	PAPERS NUMBERED
Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...	
Answering Affidavits — Exhibits	
Replying Affidavits	

Cross-Motion: ☐ Yes ☐ No

Upon the foregoing papers, it is ordered that this motion

This motion is decided in accordance with the accompanying Memorandum Decision. It is hereby

ORDERED that the motion of defendants 32 Sixth Avenue Company LLC, Rudin Management Company, Inc., and 32 Sixth Avenue Company, for an order pursuant to CPLR 3212, granting summary judgment and dismissing the verified complaint of plaintiff Carlos Solis, is granted. It is further

ORDERED that counsel for defendants shall serve a copy of this order with notice of entry within twenty days of entry, on counsel for plaintiff.

FILED
JAN - 4 2006
COUNTY CLERK'S OFFICE
NEW YORK

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE FOR THE FOLLOWING REASON(S):

Dated: 12/22/05

CAROL EDMEAD J.S.C.
J.S.C.

Check one: ☑ FINAL DISPOSITION ☐ NON-FINAL DISPOSITION

Check if appropriate: ☐ DO NOT POST ☐ REFERENCE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 35

x

CARLOS SOLIS,

Index No. 101339/04

Plaintiff,

-against-

DECISION/ORDER

32 SIXTH AVENUE COMPANY LLC., RUDIN MANAGEMENT COMPANY, INC., and 32 SIXTH AVENUE COMPANY,

Defendants.

x

EDMEAD, J.S.C.

MEMORANDUM DECISION

Defendants 32 Sixth Avenue Company LLC ("LLC"), Rudin Management Company, Inc. ("Rudin"), and 32 Sixth Avenue Company (collectively "defendants"), move pursuant to CPLR 3212, for an order granting summary judgment and dismissing the verified complaint of plaintiff Carlos Solis ("plaintiff") on the ground that the defendants did not exercise control, supervision or direction over the means and methods of the plaintiff's work, and that plaintiff's reliance on sections of the Industrial Code is misplaced.

The Contract between defendants and plaintiff's employer, a general contractor Alpine Construction & Development Corp. ("Alpine"), called for "Bldg. Exterior Facade Repairs."

The Verified Complaint

Some time prior to November 4, 2002, the defendants entered into a written agreement with Alpine for Alpine to perform certain construction, renovation, erection, demolition, repair work and related labor and services as provided for in said agreement, on LLC's building and premises located at and known as 32 Sixth Avenue, in the County, City and State of New York

(the "subject premises"). And, on November 4, 2002, Alpine was the contractor of the defendants, and was engaged in doing said work. On said date, plaintiff was a laborer employed by Alpine. Further, on said date, defendants reserved to themselves the right and duty of general supervision, maintenance, operation and control of the work being done by Alpine at the subject premises. On said date, plaintiff fell while working on a scaffold at a height, sustaining serious injuries.

Plaintiff's Deposition

On the date of the accident, plaintiff worked for Alpine as a laborer, engaged in demolition work. (Pl. dep. at p. 14, lines 2-23) On the date of the accident, plaintiff was doing demolition work on the 36th floor, on an exterior wall with big stones and bricks that he and the workers removed. (Pl. dep. at p. 26, lines 2-19) Before starting work on the day of the accident, and every day, plaintiff would speak with the foreman who gave him instructions for work. (Pl. dep. at p. 30, lines 2-15) The equipment given him before starting work was a circular saw, and a blower. Plaintiff brought his own hammer, cutter and balustre (to mix mortar). (Pl. dep. at pp. 30-31, lines 20-25, 2-10). The scaffold plaintiff was working on had two motors, one on the left side and one on the right side, two rails where you hold yourself onto, and security lines and a handrail, about one and one half to two feet high. The scaffold was approximately 16 feet long and about one and one half to two feet wide that extended from one end of one motor to the end of the other motor. He had not worked on this scaffold prior to the date of his accident. There was a security line. The line is "broke" that you attach to the roof and you send it down and then you lock it up and you go up. The line is not attached to the scaffold. The foreman ties the line up above on the roof around the frame of the tank to secure it. He makes a "special" knot and

then he sends the rope all the way down and that line is hanging there. The line is secured at the roof; nowhere else. (Pl. dep. at pp. 34-36, lines 2-25, lines 2-25 and lines 2-18)

On the date of the accident, plaintiff was wearing a safety belt. The lock belonged to the person who drove him to work that day, Jose Chavis or Castro. On the date of the accident, plaintiff wore the safety belt and then placed the lock in the line and then connected it there. (Pl. dep. at pp. 38-39, lines 11-25; 2-8)

Prior to his accident, plaintiff used an electric hammer and his other hand to remove bricks; he had removed about 20 to 30 bricks. Each brick was the size of one foot or less. (Pl. dep. at p. 29, lines 2-3) Plaintiff was standing on the left side of the scaffold. The bricks had a mixture of glue with them. After the bricks were removed, plaintiff and his co-worker, Lavieyja, placed the bricks on the bottom of the scaffold. (Pl. dep. pp. 43-44) The scaffold was full from the demolition. (Pl. dep. at p. 45, lines 4-5)

Immediately prior to the accident, the scaffold did not move. (Pl. dep. at p. 46, lines 3-7) The scaffold was level. (Pl. dep. at p. 46, lines14-15)

Immediately prior to the accident, plaintiff was standing on top of the demolition, the brick and debris he had removed from the wall. (Pl. dep. at p. 46, lines 16-22) He was standing on the bricks with the glue, cement and dirt that had been removed by him and his partner in the demolition. The scaffold was full. (Pl. dep. at p. 47, lines 3-14)

Plaintiff lost his balance atop the debris on the scaffold, because he was standing on the bricks and debris, "it's like a mountain, it's not a flat floor, it's like a mountain where I am standing on." (Pl. dep. at p. 48, lines 7-14) The "mountain" was a foot high, more or less. (Pl. dep. at p. 49, lines 7-17)

When plaintiff lost his balance, he had the electric hammer in his hand. In order to avoid the fall, he turned to his left and grabbed himself onto the handrail and he fell, but was still holding onto to the hammer with his right hand. He tried to get up right away and he supported himself on his right leg. He did not fall onto the floor of the scaffold, he tripped and was trying to avoid falling on top of the demolition on the scaffold. He had his back to the demolition debris and he was facing the wall. (Pl. dep. pp. 48-50)

The lock on the safety line remained locked. (Pl. dep. at p. 50, lines 5-10)

Prior to the accident plaintiff and his partner made comments that the scaffold was full, but no one sent anyone to empty the scaffold. (Pl. dep. at pp. 53-54, lines 22-25; lines 2-3) Before plaintiff went up on the scaffold, no one told him how the scaffold would be emptied. (Pl. dep. at p. 54, lines 16-22)

The only person from whom he received instructions was the foreman from Alpine. Further, Alpine was the only construction company doing work on the site. (Pl. dep. at pp. 63-64, lines 24-25, lines 2-9)

On the date of the accident, the plaintiff was also lifting stones that weighed between 60 and 80 pounds. He was removing these stones from the building at the subject premises. He felt a little bit of back pain before he lost his balance. (Pl. dep. at p. 73, lines 3-23)

Prior to coming to this country, plaintiff was shot and the bullet remained in his side. He does not know if the bullet was removed when he had spinal surgery. (Pl. dep. at pp. 105-106)

Rudin Management Company, Inc. Deposition and Affidavit

According to the deposition testimony of George g. Sammis, Jr., the building manager for Rudin Management at the subject premises at the time of plaintiff's accident, (Sammis dep. at p.

6, lines 7-14) the subject premises are owned by 32 Sixth Avenue Company LLC, and Rudin was a principal of said company. Alpine entered into a written contract with said company to do remedial brick repair on the exterior of the building. (Sammis dep. at pp. 6-7, lines 25, 1-25) He did not learn of plaintiff's accident until the date of his deposition. (Sammis dep. at pp. 8-9, lines 25, 2-11) He is not aware of anyone who has knowledge of plaintiff's accident. (Sammis dep. at p. 10, lines 14-25) Defendants did not have any employees who were supervising the work that was being done by Alpine. (Sammis dep. at p. 11, lines 15-19) The foreman for Alpine, Andy Ynannes, was supposed to verbally report weekly on the progress of Alpine's work to Sammis or Jim Bosse, Rudin's chief engineer. (Sammis dep. at pp. 11-12, lines 20-25, 2-13)

According to his affidavit, Sammis asserts that prior to the date of plaintiff's accident, he never received, was never advised, or was aware of any complaints or problems regarding the condition of the scaffolds, construction debris or the disposal of construction debris. Moreover, there was no written notice given by the commissioner of noncompliance with the Industrial Code which caused or tended to cause imminent danger to persons employed in construction, demolition or excavation work at the subject premises.

Analysis

CPLR 3212: Summary Judgment

To obtain summary judgment, the movant must establish its cause of action or defense sufficiently to warrant the court as a matter of law in directing judgment in its favor (CPLR § 3212 [b]). It is well settled that where a defendant is the proponent of a motion for summary judgment, the defendant must establish that the "cause of action . . . has no merit" (CPLR § 3212 [b]), sufficient to warrant the court as a matter of law to direct judgment in his or her favor *(Bush*

v St. Claire's Hosp., 82 NY2d 738, 739 [1993]; *Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853 [1985]; *Wright v National Amusements, Inc.*, 2003 N.Y. Slip Op. 51390(U) [Sup Ct New York County, Oct. 21, 2003]). This standard requires that the proponent of a motion for summary judgment make a *prima facie* showing of entitlement to judgment as a matter of law, by advancing sufficient "evidentiary proof in admissible form" to demonstrate the absence of any material issues of fact (*Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853 [1985]; *Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]; *Silverman v Perlbinder*, 307 AD2d 230, 762 NYS2d 386 [1st Dept 2003]; *Thomas v Holzberg*, 300 AD2d 10, 11, 751 NYS2d 433, 434 [1st Dept 2002] [defendant not entitled to summary judgment where he failed to produce admissible evidence demonstrating that no triable issue of fact exists as to whether plaintiff would have been successful in the underlying negligence action]). Thus, the motion must be supported "by affidavit [from a person having knowledge of the facts], by a copy of the pleadings and by other available proof, such as depositions" (CPLR § 3212 [b]). A party can prove a *prima facie* entitlement to summary judgment through the affirmation of its attorney based upon documentary evidence (*Zuckerman, supra*; *Prudential Securities Inc. v Rovello*, 262 AD2d 172 [1st Dept 1999]).

Alternatively, to defeat a motion for summary judgment, the opposing party must show facts sufficient to require a trial of any issue of fact (CPLR §3212 [b]). Thus, where the proponent of the motion makes a *prima facie* showing of entitlement to summary judgment, the burden shifts to the party opposing the motion to demonstrate by admissible evidence the existence of a factual issue requiring a trial of the action, or to tender an acceptable excuse for his or her failure to do so (*Vermette v Kenworth Truck Co.*, 68 NY2d 714, 717 [1986]; *Zuckerman v*

City of New York, supra, 49 NY2d at 560, 562; *Forrest v Jewish Guild for the Blind*, 309 AD2d 546, 765 NYS2d 326 [1st Dept 2003]). Like the proponent of the motion, the party opposing the motion must set forth evidentiary proof in admissible form in support of his or her claim that material triable issues of fact exist (*Zuckerman, supra* at 562). Defendant "must assemble and lay bare [its] affirmative proof to demonstrate that genuine issues of fact exist" and "the issue must be shown to be real, not feigned since a sham or frivolous issue will not preclude summary relief" (*Kornfeld v NRX Technologies, Inc.*, 93 AD2d 772 [1st Dept 1983], *affd*, 62 NY2d 686 [1984]).

Mere conclusions, expressions of hope or unsubstantiated allegations or assertions are insufficient (*Alvord and Swift v Steward M. Muller Constr. Co*, 46 NY2d 276, 281-82, 413 NYS2d 309 [1978]; *Fried v Bower & Gardner*, 46 NY2d 765, 767, 413 NYS2d 650 [1978]; *Platzman v American Totalisator Co.*, 45 NY2d 910, 912, 411 NYS2d 230 [1978]; *Mallad Const. Corp. v County Fed. Sav. & Loan Assn.*, 32 NY2d 285, 290, 344 NYS2d 925 [1973]; *Plantamura v Penske Truck Leasing, Inc.*, 246 AD2d 347, 668 NYS2d 157 [1st Dept 1998]).

Labor Law 240(1) and 200

Plaintiff's opposition papers do not oppose the portions of the defendants' motion for summary judgment dismissing plaintiff's Labor Law 240(1) and Labor Law 200 claims. As it is undisputed that these two Labor Law sections do not apply to the instant case, defendants' motion is granted dismissing Labor Law 240(1) and Labor Law 200, and the court will not address them in this analysis.

Labor Law 241(6)

Labor Law § 241(6) imposes a nondelegable duty upon owners and contractors to provide

reasonable and adequate protection and safety to workers engaged in the inherently dangerous work of construction, excavation or demolition (*see Ross v Curtis-Palmer Hydro-Electric Co.* 81 N.Y.2d 494, 601 N.Y.S.2d 49 N.Y. 1993). In order to recover a claimant need not prove that the owner or contractor exercised supervision or control over the work being performed (*see Ross,* 81 N.Y.2d at 501-502; *Long v. Forest-Fehlhaber,* 55 N.Y.2d 154 [1982]). However, the worker must allege and prove that the owner or contractor violated a rule or regulation of the Commissioner of the Department of Labor which sets forth a specific standard of conduct, as opposed to a general reiteration of the common law (*see Ross,* 81 N.Y.2d at 502-504). The violation of a specific standard of conduct, once proven, does not establish negligence as a matter of law, but rather is some evidence of negligence to be considered with other relevant proof (*see Long,* 55 N.Y.2d at 160).

Defendants contend that the provisions of the Industrial Code relied on by plaintiff are insufficient to support plaintiff's claim as they are either not specific or are inapplicable as a violation of same was not a substantial factor in causing plaintiff's accident.

Defendants painstakingly detail each of the alleged Industrial Code violations, and the reasons why they are inapplicable. In opposition, plaintiff challenges dismissal of ***only*** the following: Industrial Code Rule 23, Sections 23-1.7(e)(2), 23-3.3(b)(5) and the related definition section 23-1.4(16), and 23-3.3(e).

Defendants' motion to dismiss the remaining unsupported Industrial Code sections, asserted in plaintiff's pleadings, is granted.

Industrial Code Section 23-1.7(e)(2) (Protection from General Hazards)

12 NYCRR 23-1.7(e)(2) (Protection from General Hazards) provides:

(e) Tripping and other hazards.

(2) Working areas. The parts of floors, platforms and similar areas where persons work or pass shall be kept free from accumulations of dirt and debris and from scattered tools and materials and from sharp projections insofar as may be consistent with the work being performed. Regulation 23-1.7(e)(2) has been held to set forth a sufficiently specific standard of conduct to support a section 241(6) cause of action *Kvandal v Westminster Presbyterian Soc. of Buffalo, Inc.*, 254 A.D.2d 818, 678 N.Y.S.2d 185 (4th Dept 1998).

Defendant alleges, however, that the regulation is inapplicable because the material upon which plaintiff tripped was an integral part of the work being performed.

Plaintiff argues through the affidavit of Stanley Fein, a licensed professional engineer with 40 years of professional experience in the management and consultation of construction and demolition related work, that while some accumulation of demolition debris is consistent with and constitutes an integral part of the work being performed, the conditions existing on plaintiff's scaffold/work area at the time and place of this accident far exceeded the level contemplated by this regulation. Therefore, an issue of fact is presented as to whether the excessive accumulation of bricks, mortar and dirt on the scaffold platform which caused plaintiff to trip constituted a violation of Section 23-1.7(e)(2) which proximately caused plaintiff's accident and resultant injuries for which the defendants would be held liable.

However, Fein fails to cite any authority of basis for his opinion that the conditions on the

scaffolding exceeded the level contemplated by this regulation.

The Court accepts that liability would not attach if plaintiff tripped over an object or material which was an integral part of the work being performed (*see Castillo v Starrett City, Inc.*, 4 AD3d 320 [2004] [small piece of insulation]; *Salinas v Barney Skanska Constr. Co.*, 2 AD3d 619 [2003] [demolition debris]; *Schroth v New York State Thruway Auth.*, 300 A.D.2d 1044 [2002] [sandblasting hose]; *Harvey v Morse Diesel Intl.*, 299 A.D.2d 451[2002], *lv denied* 99 N.Y.2d 508 [2003] [6-inch piece of electrical cable]; *Sharrow v Dick Corp.*, 233 A.D.2d 858 [1996], *lv denied* 89 N.Y.2d 810 [1997] [Genie hoist]).

In *Salinas v Barney Skanska Constr. Co.*, plaintiff commenced an action against AT&T and Barney Skanska, based on Labor Law §§ 240, 241 (6), and § 200 and common-law negligence. Plaintiff sought to recover for injuries sustained while removing a large heavy air conditioning duct attached to a ceiling. When the duct started coming down, plaintiff slipped on demolition debris and the duct fell on top of him. The court found that with respect to the alleged Industrial Code violations, the Supreme Court properly dismissed the causes of action based on Labor Law § 241 (6) alleging violations of 12 NYCRR 23-1.7 (d), (e), 23-2.1, 23-3.3 (g), and subpart 23-6. Section 23-1.7 (d) (Slipping Hazards). The court held that Section 23-1.7 (e) (2), which applies to tripping hazards in working areas, was inapplicable because the plaintiff testified that he tripped over demolition debris created by him and his coworkers, which was an integral part of the work being performed (*see Harvey v Morse Diesel Intl.*, 299 AD2d 451 [2002]; *Alvia v Teman Elec. Contr.*, 287 AD2d 421 [2001]).

In *Harvey v Morse Diesel Intl.*, the plaintiff was employed as an electrician, and, as part

of her job, she was required to pull certain cable through a ceiling, cut the cable from a spool once it had been completely pulled through the ceiling, and affix the cable to the ceiling. At the time of the accident, the plaintiff was descending a ladder after installing the cable. She tripped over a six-inch piece of cable, the type with which she was working. The court found that the regulation relied upon by the plaintiff does not apply where, as here, "the object on which [the] plaintiff tripped ... was an integral part of the work [she] was performing" (*Alvia v Teman Elec. Contr.*, 287 AD2d 421, 423 [internal quotation marks omitted]). Accordingly, the court held, that branch of the motion seeking to dismiss the plaintiff's cause of action pursuant to Labor Law § 241 (6) based on an alleged violation of 12 NYCRR 23-1.7 (e) (2) should have been granted.

Based on the facts of this case, defendants' application to dismiss plaintiff's claims related to alleged violations of Industrial Code Section 23-1.7(e)(2) (Protection from General Hazards), is granted.

Industrial Code Section 23-3(b)(5) (Demolition by Hand)

Regulation 23-3.3 covers demolition by hand. The subsection relied on by plaintiff provides:

(b) Demolition of walls and partitions.

(5) In the demolition by hand of exterior walls, all persons performing such work shall be provided with safe footing in the form of sound flooring or scaffolds constructed and installed in compliance with this Part (rule) According to the Industrial Code, demolition work is defined as work "incidental to or associated with the total or partial dismantling or razing of a building or other structure including the removal or dismantling of machinery or other equipment"

(12NYCRR § 23-1.4[b][16]).

Defendants argue that this section is inapplicable because the project did not call for the dismantling or razing of the building or structure, in whole or in part, and as such the work being performed does not fall within the purview of demolition.

Plaintiff counters that plaintiff was engaged in demolition work at the time of the accident thus implicating the requirements of Section 23-3.3. Further, relying on the Fein affidavit, plaintiff argues that plaintiff being compelled to stand on top of the excessively accumulated demolition debris rather than on the surface of the scaffold platform itself, did not constitute safe footing as required by this regulation and constituted a violation thereof.

The case of *Burton v State of New York,* 5 Misc.3d 1006 (N.Y.Ct.Cl. 2004), is analogous to the case at hand. In *Burton,* claimant allegedly sustained an ankle injury while working as a carpenter/laborer for Massa Construction Company at Wende Correctional Facility. Massa had entered into an emergency contract with the State to repair a masonry security wall at Wende by removing stone coping and loose brick masonry veneer, and then installing new brick masonry and metal coping (*see* Emergency Project No. E7613-C, Exhibit C, Defendant's Memorandum of Law). On the day of the accident Claimant was instructed by another Massa employee, to mix mortar for the masons working on the scaffold located next to the security wall. The accident purportedly occurred when claimant tripped on debris at the base of a ladder he was descending after delivering mortar to the masons who were chipping loose brick and stone from the wall. Claimant described the debris as consisting of pebbles, pieces of concrete and brick. The court accepted defendant's argument that regulation 23-3.3 (b) (5) is restricted to demolition work, and

that the work being performed on the security wall did not amount to demolition work within the purview of the regulation. The court held that the definition of covered work in this Section anticipates more than just the "painting, plastering or removal and installation of (for example) sheetrock;" rather, it envisions "some structural change of the building, in whole or in part, i.e., some interference with, alteration or change in the structural integrity of the building, sufficient to constitute a dismantling or razing of the building, in whole or in part" (*Zuniga v Stam Realty,* 169 Misc.2d 1004, 1010 [1996], *affd* 245 A.D.2d 561 [1997], *lv denied* 91 N.Y.2d 813 [1998]). The court reasoned that no "structural change" in the free-standing security wall at Wende was contemplated by the emergency project. The contract instead called for the "repair" of damaged areas and the supplying of a new metal coping necessitated by the fact that "portions of the masonry veneer ha[d] become loose and ha[d] pulled away from the concrete core." (*see* Emergency Project, Exhibit C, page entitled "Scope of Work"). Because the project work did not call for the dismantling or razing of a building or structure, in whole or in part, the work being performed did not fall within the purview of demolition work and accordingly, regulation 23-3.3 (b) (5) is inapplicable.

Likewise, in the instant case, plaintiff's employer was hired by defendant building owner to perform repairs to the exterior of the building. Specifically, to do remedial brick repairs to the exterior of the building, i..e., repairing cracks or loose bricks. The contract does not call for demolition but rather repairs to the exterior facade of the building.

Plaintiff's arguments concerning safe footing under this Section of the Industrial Code, lack merit. It would have been impossible for plaintiff's worksite to be completely free of debris at all times, and the regulation does not require that. Rather, the regulation prohibits a worker

from having to use a pile of debris or materials as a *substitute for* a scaffold or other sound flooring. That did not occur here, and thus there is no issue of fact whether the regulation was violated.

Based on the facts of this case, defendants' application to dismiss plaintiff's claims related to alleged violations of Industrial Code Section 23-3(b)(5) (Demolition by Hand), is granted.

Industrial Code Section 23-3.3(e)

Section 23-3.3 Demolition by hand.

(e) Methods of operation. Where the demolition of any building or other structure is being performed by hand, debris, bricks and any other materials shall be removed as follows:

(1) By means of chutes constructed and installed in compliance with this Part (rule);

(2) By means of buckets or hoists; or

(3) Through openings in the floors of the building or other structure in compliance with this section.

In light of this court's determination that plaintiff was not doing demolition work as contemplated by Section 23-3.3 of the Industrial Code, subsection (e) is inapplicable.

Based on the facts of this case, defendants' application to dismiss plaintiff's claims related to alleged violations of Industrial Code Section 23-3.3(e) (Demolition by Hand; Methods of Operation), is granted.

Conclusion

Based on the foregoing, it is hereby

ORDERED that the motion of defendants 32 Sixth Avenue Company LLC, Rudin Management Company, Inc., and 32 Sixth Avenue Company, for an order pursuant to CPLR

3212, granting summary judgment and dismissing the verified complaint of plaintiff Carlos Solis, is granted. It is further

ORDERED that counsel for defendants shall serve a copy of this order with notice of entry within twenty days of entry, on counsel for plaintiff.

This constitutes the decision and order of this court.

Dated: December 22, 2005

Carol Robinson Edmead, J.S.C.