Azemi v City of New York
2014 NY Slip Op 33464(U)
June 9, 2014
Supreme Court, New York County
Docket Number: 403229/2009
Judge: Kathryn E. Freed
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[* 1]

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. KATHRYN FREED JUSTICE OF SUPREME COURT *Justice* PART 5

Index Number : 403229/2009
AZEMI, VISAR
vs.
CITY OF NEW YORK
SEQUENCE NUMBER : 002
SUMMARY JUDGMENT

INDEX NO. _____

MOTION DATE _____

MOTION SEQ. NO. _____

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

Notice of Motion/Order to Show Cause — Affidavits — Exhibits _____ | No(s). _____

Answering Affidavits — Exhibits _____ | No(s). _____

Replying Affidavits _____ | No(s). _____

Upon the foregoing papers, it is ordered that this motion is

DECIDED IN ACCORDANCE WITH
ACCOMPANYING DECISION / ORDER

FILED
JUN 25 2014
COUNTY CLERK'S OFFICE
NEW YORK

RECEIVED
JUN 13 2014
GENERAL CLERK'S OFFICE
NYS SUPREME COURT - CIVIL

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

Dated: 6/9/14
JUN 05 2014

_____, J.S.C.
HON. KATHRYN FREED
JUSTICE OF SUPREME COURT

1. CHECK ONE: ..... ☐ CASE DISPOSED ☑ NON-FINAL DISPOSITION

2. CHECK AS APPROPRIATE: .....MOTION IS: ☐ GRANTED ☐ DENIED ☐ GRANTED IN PART ☐ OTHER

3. CHECK IF APPROPRIATE: ..... ☐ SETTLE ORDER ☐ SUBMIT ORDER

☐ DO NOT POST ☐ FIDUCIARY APPOINTMENT ☐ REFERENCE

[* 2]

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: Part 5

----------X

VISAR AZEMI,

Plaintiff,

-against-

DECISION/ORDER
Index No. 403229/00
Seq. No. 002

CITY OF NEW YORK, NEW YORK CITY DEPARTMENT OF EDUCATION, AKIBA AM, L.P. a/k/a POCONO VALLEY RESORT & CONFERENCE CENTER, INC.,

Defendants.

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HON. KATHRYN E. FREED:

RECITATION, AS REQUIRED BY CPLR2219 (a), OF THE PAPERS CONSIDERED IN THE REVIEW OF THIS MOTION.

PAPERS	NUMBERED
NOTICE OF MOTION AND AFFIDAVITS ANNEXED.....	1,2(Exs.A-H)
NOTICE OF CROSS-MOTION AND AFFIDAVITS ANNEXED.....	3,4(Exs.A-C)
ANSWERING AFFIDAVITS.....	.....5,6.....
REPLYING AFFIDAVITS.....	.....7,8.....
EXHIBITS.....	.....
OTHER.....	.....

FILED
JUN 25 2014
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NEW YORK

UPON THE FOREGOING CITED PAPERS, THIS DECISION/ORDER ON THE MOTION IS AS FOLLOWS:

Defendant Akiba AM, L.P. a/k/a Pocono Valley Resort & Conference Center, Inc. (hereinafter "PVR") moves for an order, pursuant to CPLR 3212, seeking summary judgment dismissing the complaint. Defendants The City of New York and the New York City Department of Education (hereinafter collectively "the City") cross-move for an order, pursuant to CPLR 3212, granting it summary judgment dismissing the complaint and all cross-claims against them. Plaintiff Visar Azemi opposes the motions. After oral argument, and after consideration of the parties'

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JUN 25 2014

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NEW YORK

papers and the relevant case law and statutes, the PVR's motion is **denied** and the City's cross-motion is **granted**.

Factual and Procedural Background:

Plaintiff seeks monetary damages for personal injuries he allegedly sustained on June 18, 2008, when two of his teeth were knocked out after being hit in the face with a stick while playing a jousting game called "Gladiator" at a Pennsylvania recreational facility owned and operated by PVR. At the time of the incident, plaintiff was on a trip organized by his school, which was part of the City's school system.

On September 12, 2008, plaintiff filed a notice of claim against the City alleging that he was injured due to negligent supervision by the City and by defective equipment provided by the City. City's Cross-Motion, at Ex. A.

Plaintiff commenced an action against PVR in the Supreme Court, Bronx County on June 17, 2011. Ex. B.[1] On August 8, 2012, plaintiff filed a supplemental summons and amended complaint against the City and PVR in the Supreme Court, New York County. Ex. C.[2] In his amended complaint, plaintiff alleged, inter alia, that he was injured when struck in the face with a broken stick or pole while playing the Gladiator game. Ex. C. He further alleged that the incident occurred because the City and PVR negligently failed to supervise him and provide him with proper

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[1]Unless otherwise noted, all references are to the affirmation of PVR in support of its motion.

[2]PVR made a pre-answer motion to dismiss the Bronx County action. Counsel for plaintiff and PVR then agreed that plaintiff would discontinue the Bronx County action and be permitted to amend the complaint in his New York County action against the City to add PVR as a defendant.

equipment. Ex. C.

On or about August 14, 2012, PVR served its answer to the amended complaint, denying all allegations of wrongdoing and asserting as an affirmative defense, inter alia, plaintiff's assumption of risk. PVR also asserted cross-claims against the City for contribution and common-law and contractual indemnification. Ex. D. On or about October 1, 2012, the City answered the amended complaint, denying all allegations of wrongdoing and asserting cross-claims against PVR sounding in contribution and common-law and contractual indemnification. Ex. B to City's Cross-Motion.

In his bill of particulars dated October 16, 2012, plaintiff alleged that the defendants negligently supervised him and negligently failed to provide him with proper equipment. Ex. E.

On November 19, 2012, plaintiff appeared for his deposition. Ex. G. Plaintiff testified that he was 14 years of age when he was injured at PVR on June 18, 2008. Ex. G, at 5, 9. Five or six teachers and approximately 60 students went on the trip. Ex. G, at 11-12. The students were split up into groups of 10, each with a teacher/supervisor. Ex. G, at 37.

Plaintiff was injured while playing a game called "Gladiator," which he described as:

> a box made of cotton and pillows and you have * * * two kinds of chairs made of pillows too, cotton and pillows and you step on them and they give you a helmet and stick, with the stick has on both sides the pillows with cotton, so you have basically to balance yourself and try to make sure that the other – the other player you are playing with falls from the chair.

Ex. G, at 20-21, 24.

Plaintiff explained that the pillows on both sides of the jousting stick were not like those one sleeps on; rather they were "made specially on the stick, to stay on the stick so the players don't get hurt." Ex. G, at 23. Plaintiff described the "chairs" on which the players stood as "pedestals." Ex. G, at 24. Both Gladiator players were provided with what looked like a construction helmet which

had strings to tighten it under one's chin. Ex. G, at 26-27. The helmet had no face guard or shield. Ex. G, at 27-28. Before playing the game, an individual working at PVR instructed plaintiff that he had to wear the helmet. Ex. G, at 58. The PVR employee did not instruct the players that they were or were not permitted to strike their opponent in certain parts of the body. Ex. G, at 58.

The teacher supervising plaintiff's group did not instruct plaintiff as to how to play Gladiator. Ex. G, at 58. At the time of the occurrence, that teacher was watching other students play basketball and was at the far end of a basketball court adjacent to the Gladiator game. Ex. G, at 58-60, 74-75.

Plaintiff acknowledged that the goal of the Gladiator game was to knock the other player off of the pedestal. Ex. G, at 46, 57. He also admitted that he was aware that he could be hit in the face with his opponent's stick. Ex. G, at 60.

When the game began, plaintiff struck his opponent first. Ex. G, at 46-48. His opponent then balanced himself and hit plaintiff with the left side of his stick. Id. Plaintiff then tried to balance himself and his opponent tried to strike him with the right side of his stick. Id. As the right side of his opponent's stick approached him, he "noticed the pillow on the stick was loose." Ex. G, at 46. The pillow "moved back" and his opponent "actually [struck him] with the stick, tip of the stick on [his] tooth, straight in [his] mouth." *Id.* Plaintiff then realized he had two teeth missing as a result of being struck in the mouth by the stick. Ex. G, at 47, 63. Prior to being struck in the mouth, plaintiff did not notice that the "pillow" was loose or that anything was wrong with the stick used by his opponent. Ex. G, at 55-56, 64-65.

Plaintiff described the stick as wooden and approximately 6-7 feet long. Ex. G, at 51-52. The ends of the stick, which were made of the "pillow" soft material, were wider than the middle of the stick. Ex. G, at 52.

On January 7, 2013, Jeffrey Santiago, assistant principal of plaintiff's school, appeared for deposition on behalf of the City. Santiago testified that, each year, the school trip was to PVR. Ex. C to City's Cross-Motion, at 13. He was present at PVR on the day of the alleged incident. *Id.*, at 15-16. That day, one teacher was assigned to each group of ten students. *Id.*, at 28. This was the ratio mandated by the New York City Department of Education. *Id.*, at 93.

All activities at PVR were handled by PVR's employees and involved PVR's own equipment. *Id.*, at 37-38, 131. He saw two PVR staff members working at the Gladiator but did not hear them giving any instructions to the students. *Id.*, at 119, 125. The masks provided to the students did not have any face protection. *Id.*, at 117. However, neither he nor anyone from the school complained to PVR about the equipment before the students began playing Gladiator. *Id.*, at 127. The City's employees did not give any instructions to their students who participated in the Gladiator. *Id.*, at 113, 131.

Santiago was not aware of anyone being injured playing Gladiator prior to the date of the alleged incident. Id., at 129.

On January 22, 2013, Howard Gordon, property manager for PVR, appeared for a deposition on behalf of that entity. Ex. H. Gordon testified that Akiba AM, LLP was the management company for PVR and that Pocono Valley Resort was a "d/b/a" for Akiba AM, LLP. Ex. H, at 8-9.

Gordon described the Gladiator game as "a big inflatable cushion of sorts [with] two stands." Ex. H, at 19-20. The game was leased to PVR. Ex. H, at 34-35. The equipment for the game, consisting of helmets and jousts, was inspected by PVR daily. Ex. H, at 33, 36-37. He said that each joust had cushion pads at each end and looked like "a big Q tip." Ex. H, at 37. The helmets had a "grating" which protected the face. Ex. H, at 34.

At least one PVR employee would have been assigned to the Gladiator. Ex. H, at 20. Most of the PVR staff was comprised of college students. Ex. H, at 17. No lists were kept of which staff member(s) worked at the Gladiator on the day of the incident and Gordon did not recall learning of plaintiff's injury. Ex. H, at 26, 29. The staff member assigned to the Gladiator would have instructed the players as to the rules of the game. Ex. H, at 52-53.

Plaintiff filed a note of issue on August 30, 2013. Ex. F.

PVR now moves for summary judgment dismissing plaintiff's claims and the City cross-moves for summary judgment dismissing all claims and cross-claims against it. In support of its motion, PVR submits photographs of the Gladiator[3], the amended complaint and its answer, the bill of particulars, the note of issue, and the deposition transcripts of the plaintiff and Gordon.

In support of its cross-motion, the City incorporates by reference the facts and evidence submitted by PVR and also includes submits the notice of claim, its answer, and the deposition testimony of Santiago.

Positions of the Parties:

In support of its motion, PVR asserts that its motion for summary judgment should be granted because plaintiff assumed the risk of his injuries. PVR asserts that the risk of being struck in the face during the Gladiator game was "perfectly obvious, readily observable and fully comprehended" by plaintiff. PVR's Aff. In Support, at par. 10. PVR further maintains that plaintiff's allegations regarding defective equipment are based upon mere speculation and are

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[3]These photographs are not authenticated and therefore will not considered by this Court in connection with the pending motions.

unsupported by admissible evidence. PVR also asserts that, since it is entitled to summary judgment based on plaintiff's assumption of risk, plaintiff's claim of negligent supervision must fail.

In its cross-motion, the City incorporates by reference the legal arguments set forth by PVR and asserts that, if the claim against PVR is dismissed, then the claim against it must be dismissed as well.

Plaintiff asserts that PVR's motion must be denied because "questions of fact exist as to whether [PVR's] negligence in providing defective equipment concealed or increased the risk above the usual risks that are inherent in the activity." Plaintiff's Aff. In Opp. To PVR's Motion, at par. 8. Thus, argues plaintiff, PVR's argument that it made the Gladiator game "as safe as it appeared to be" (PVR's Aff. In Supp., at par. 54) is without merit. Plaintiff further asserts that PVR's motion is untimely because it was filed more than 60 days after the filing of the note of issue, thereby violating Justice Barbara Jaffe's part rules.

In asserting that the City's motion must be denied, plaintiff argues that an issue of fact exists regarding whether the City was negligent in providing a supervisor who was monitoring a basketball game and the Gladiator game at the same time. Plaintiff claims that, had the teacher assigned to plaintiff's group been watching the Gladiator game more closely, he or she could have observed that the helmet had no facial protection and that the jousting stick was defective. He further asserts that the City's negligence in providing him with defective equipment "increased the risks above and beyond the risks inherent in the game of Gladiator." Plaintiff's Aff. In Opp. To City's Motion, at par. 14. Plaintiff also argues that the City's cross-motion is untimely because it violated Justice Jaffe's part rules.

In a reply affirmation in further support of its motion, PVR argues that the motion must be granted because plaintiff's opposition to its motion consisted merely of an attorney affirmation, which failed to raise an issue of fact. PVR asserts that, in order to defeat its motion for summary judgment, it was incumbent upon plaintiff to identify an industry standard violated by PVR and that plaintiff failed to do so.

The City, in its reply affirmation in further support of its cross-motion, argues that plaintiff failed to establish that the alleged incident occurred due to an unassumed, concealed, or unreasonably increased risk of harm. It further asserts that the City adequately supervised plaintiff and that plaintiff's injuries were caused by a sudden accident rather than by negligent supervision.

Conclusions of Law:

Summary Judgment Standard

"[T]he proponent of a summary judgment motion must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence" to eliminate any material issue of fact from the case. *Smalls v AJI Indus., Inc.*, 10 NY3d 733, 735 (2008) (internal quotation marks and citation omitted). The "[f]ailure to make such showing requires denial of the motion, regardless of the sufficiency of the opposing papers." *Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853 (1985). Once this showing has been made, however, the burden shifts to the party opposing the motion for summary judgment to produce evidentiary proof in admissible form sufficient to establish the existence of material issues of fact which require a trial of the action. *See Kosson v Algaze*, 84 NY2d 1019 (1995). "[M]ere conclusions, expressions of hope or unsubstantiated allegations or assertions are insufficient" for this purpose. *Zuckerman v City of New York*, 49 NY2d

557, 562 (1980). "It is not the function of a court deciding a summary judgment motion to make credibility determinations or findings of fact, but rather to identify material triable issues of fact (or point to the lack thereof)." *Vega v Restani Constr. Corp.*, 18 NY3d 499, 505 (2012).

PVR's Motion for Summary Judgment

PVR failed to establish its prima facie entitlement to summary judgment based on the assumption of risk defense. In *Morgan v State of New York*, 90 NY2d 471 (1997), a case relied upon by each of the parties, the Court of Appeals stated that:

> Relieving an owner or operator of a sporting venue from liability for inherent risks of engaging in a sport is justified when a consenting participant is aware of the risks; has an appreciation of the nature of the risks; and voluntarily assumes the risks. Thus, to be sure, a premises owner continues to owe a duty to exercise care to make the conditions as safe as they appear to be. If the risks of the activity are fully comprehended or perfectly obvious, plaintiff has consented to them and defendant has performed its duty. The balance struck at the threshold duty stage of responsibility and adjudication is that the tort rules support a social policy to facilitate free and vigorous participation in athletic activities. It is also important to appreciate that, by engaging in a sport or recreational activity, a participant consents to those commonly appreciated risks which are inherent in and arise out of the nature of the sport generally and flow from such participation...Correspondingly, for purposes of determining the extent of the threshold duty of care, knowledge plays a role but inherency is the sine qua non.
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> * * *
>
> Therefore, in assessing whether a defendant has violated a duty of care within the genre of tort-sports activities and their inherent risks, the applicable standard should include whether the conditions caused by the defendants' negligence are unique and created a dangerous condition over and above the usual dangers that are inherent in the sport. A showing of some negligent act or inaction, referenced to the applicable duty of care owed to him by the defendants, which may be said to constitute a substantial cause of the events which produced the injury is necessary. Additionally, the application of the assumption of risk doctrine in assessing the duty of care owed by an owner or operator of a sporting facility requires that the participant have not only knowledge of the injury-causing defect but also appreciation of the resultant risk, but awareness of risk is not to be determined in a vacuum. It is, rather, to be assessed against the background of the skill and experience of the particular plaintiff.

Id., at 484-486.

Despite PVR's argument that plaintiff was fully aware of all of the dangers of the Gladiator game, it is apparent that he was not. At most, plaintiff knew that the object of the game was to knock one's opponent from his or her pedestal. Ex. G, at 20-21, 24. Plaintiff and his opponent were provided with jousting sticks, which had cushions at each end. Ex. G, at 20-21, 24, 52; Ex. H, at 37. There was no indication that the cushions at the end of the stick were loose or worn. Ex. G, at 55-56, 64-65. It was only when his opponent swung his jousting stick that plaintiff saw the cushioning at the end of the opponent's stick coming off and the bare stick coming at his mouth. Ex. G, at 46. Therefore, it cannot be concluded as a matter of law that the condition of the equipment was as safe as it appeared to be and that plaintiff was injured by a condition inherent to the Gladiator game. *See Morgan, supra* at 484-485. This is especially so given that plaintiff was 14 years of age when the incident occurred (Ex. G, at 5) and there is at least a question of fact as to whether a minor of that age would have had an "appreciation of the resultant risk" presented by a jousting stick which appeared to have been safely cushioned. *Morgan v State of New York, supra* at 486. Thus, PVR's assumption of risk defense does not entitle it to summary judgment dismissing the complaint.

As noted above, PVR maintains that, since the assumption of risk doctrine bars plaintiff's recovery, he cannot recover on a negligent supervision theory. However, since the assumption of risk defense does not bar plaintiff's claim against PVR, the negligent supervision claim is viable, as is the claim that PVR failed to provide proper equipment, and PVR sets forth no grounds upon which it is entitled to summary judgment on either of these claims. Gordon admitted at his deposition that PVR leased the Gladiator game. Ex. H, at 35-36. He further stated that PVR's staff supervised the

game and instructed the participants as to how to play. Ex. H, at 52-53. Gordon also said that PVR inspected the equipment at the beginning and end of each day. Ex. H, at 36-37. There are thus questions of fact as to whether PVR should have detected a defect in the cushion at the end of the jousting stick used by plaintiff's opponent and whether it adequately instructed the participants of the game as to how to play in a safe manner, i.e., avoiding jousts to the face.

Further, while plaintiff and Santiago testified that plaintiff's helmet had no faceguard (Ex. G, at 27-28; Ex. C to City's Cross-Motion, at 117), Gordon said that it had one. Ex. H, at 34. Thus, a question of fact also exists regarding whether the helmet had a face guard and, if it did not, whether PVR's failure to provide a mask with face protection rose to the level of negligence.

Since PVR failed to establish its prima facie entitlement to summary judgment, there is no need for this Court to address the plaintiff's opposition to its motion. *See Gray v Lifetitz*, 83 AD3d 780 (2d Dept 2011).

The City's Cross-Motion for Summary Judgment

Plaintiff's claims that the City negligently supervised him and provided him with improper equipment are without merit and the City is thus entitled to summary judgment dismissing the complaint and all cross-claims against it.

Initially, plaintiff's claim that the City provided, or had a duty to provide, plaintiff with equipment is completely unsupported by the testimony in this action. Gordon testified that the game was leased to PVR and that the equipment for the game was inspected by PVR daily. Ex. H, at 33-37. Santiago testified that all activities at PVR were handled by PVR's employees and involved PVR's own equipment. Ex. C to City's Cross-Motion, at 37-38, 131.

Additionally, the City did not negligently supervise plaintiff. Schools have a duty to adequately supervise children in their charge, and will be held liable for foreseeable injuries proximately related to the absence of adequate supervision. *See Mirand v City of New York*, 84 NY2d 44, 49 (1994). "Where an accident occurs in so short a span of time hat even the most intense supervision could not have prevented it, any lack of supervision is not the proximate cause of the injury and summary judgment in favor of the ...defendants is warranted." *Luciano v Our Lady of Sorrows School*, 79 AD3d 705 (2d Dept 2010) (*citations omitted*). The standard for determining whether a school was negligent in executing its supervisory responsibility is whether a parent of ordinary prudence, placed in the identical situation and armed with the same information, would invariably have provided greater supervision. *See Lawes v Board of Educ.*, 16 NY2d 302, 305 (1965).

Here, plaintiff urges that the City failed to adequately supervise him since the teacher assigned to his group was watching other students play basketball and was at the far end of a basketball court adjacent to the Gladiator game. Ex. G, at 58-60, 74-75. However, any alleged failure by the teacher to supervise was clearly not the proximate cause of plaintiff's injuries. Plaintiff and his opponent were engaged in the Gladiator game using jousting sticks which appeared to be in good condition. Prior to being struck in the mouth, plaintiff did not notice that the "pillow" or cushion on his opponent's stick was loose. Ex. G, at 55-56, 64-65. It was not until his opponent swung the right side of his jousting stick at plaintiff's face that plaintiff noticed the protective cushioning coming off the end of the stick. Ex. G, at 46. It was not foreseeable that a failure to constantly monitor the game would give rise to an incident such as that which occurred. Since the cushion came off suddenly, while his opponent swung his jousting stick, even the most intense

supervision could not have prevented the occurrence. Further, this Court concludes that a parent of ordinary prudence, placed in the identical situation and given the information available to the teacher supervising plaintiff's group, would not have invariably provided plaintiff with greater supervision since the jousting sticks provided to the participants appeared to be safely cushioned.

In addition, Santiago testified that he was not aware of anyone being injured playing Gladiator prior to the date of the alleged incident. Ex. C to City's Cross-Motion, at 129. Thus, the City had no knowledge or notice that the game presented any specific hazards. *See David v City of New York*, 40 AD3d 572 (2d Dept 2007).

Further, Santiago testified that the student to teacher ratio on the trip was ten to one. Ex. C to City's Cross-Motion, at 28. Since Santiago stated that this ratio was mandated by the Department of Education, the City complied with this requirement. *Id.*, at 93. This level of supervision was thus adequate under the circumstances. *See David v City of New York, supra.*

Plaintiff's Timeliness Argument

As noted above, plaintiff argues that the motion and cross-motion, filed on November 1, 2013 and January 6, 2014, respectively, must be denied as untimely. Plaintiff correctly notes that Justice Jaffe's part rules require that summary judgment motions be filed with the court within 60 days after the filing of the note of issue (here, August 30, 2013) and that both the motion and cross-motion were made after the expiration of that 60-day period. However, plaintiff's argument is nevertheless without merit insofar as he overlooks the fact that this matter was transferred to the undersigned's part (Part 5) as of January 1, 2013 and that the timing of motions for summary judgment in Part 5 does not necessarily follow Judge Jaffe's rules.

Therefore, in accordance with the foregoing, it is hereby:

ORDERED that the motion by defendant Akiba AM, L.P. a/k/a Pocono Valley Resort & Conference Center, Inc. for summary judgment is denied; and it is further,

ORDERED that the cross-motion by defendants The City of New York and The New York City Department of Education is granted and the complaint and all cross-claims are hereby severed and dismissed as against said defendants, and the Clerk is directed to enter judgment in favor of said defendants; and it is further,

ORDERED that the remainder of this action shall continue; and it is further,

ORDERED that the caption of this action be amended to reflect the dismissal of The City of New York and The New York City Department of Education and that all future papers in this action bear the amended caption; and it is further,

ORDERED that counsel for The City of New York and The New York City Department of Education shall serve a copy of this order on all other parties, the County Clerk, and the Trial Support Office at 60 Centre Street, Room 158. The County Clerk and the Trial Support Office are hereby directed to mark the court's records to reflect the change in the caption and the Trial Support Office is directed to reassign this case to a non-City part and remove it from the Part 5 inventory. Any compliance conferences currently scheduled are hereby cancelled; and it is further,

ORDERED that this constitutes the decision and order of the court.

Dated: June 9, 2014

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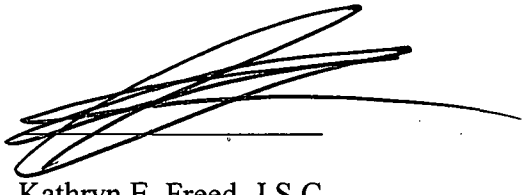

Kathryn E. Freed, J.S.C.

HON. KATHRYN FREED
JUSTICE OF SUPREME COURT

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