Lester v JD Carlisle Dev. Corp.
2016 NY Slip Op 31502(U)
August 8, 2016
Supreme Court, New York County
Docket Number: 152112/2012
Judge: Arlene P. Bluth

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK : PART 32

----------X

RUSSELL J. LESTER,

Plaintiff,

-against-

JD CARLISLE DEVELOPMENT CORP., MD CARLISLE DEVELOPMENT CORP. AND 835 6th AVE. MASTER LP,

Defendants.

----------X

JD CARLISLE DEVELOPMENT CORP., MD CARLISLE DEVELOPMENT CORP. AND 835 6th AVE. MASTER LP,

Third-Party Plaintiffs

-against-

FACADE TECHNOLOGY, LLC AND CENTURY-MAXIM CONSTRUCTION CORP.,

Third-Party Defendants.

----------X

FACADE TECHNOLOGY, LLC,

Fourth-Party Plaintiff

-against-

EXTERIOR ERECTING SERVICES, INC.,

Fourth-Party Defendant.

----------X

JD CARLISLE DEVELOPMENT CORP., MD CARLISLE DEVELOPMENT CORP. AND 835 6th AVE. MASTER LP,

Fifth-Party Plaintiffs

-against-

WOLKOW BRAKER ROOFING CORP., AND SITE SAFETY , LLC

Fifth-Party Defendants.

----------X

Index No. 152112/2012

Motion Sequence: 003, 004, 005

DECISION/ORDER
ARLENE P. BLUTH, JSC

Motion sequence numbers 3, 4 and 5 are consolidated for disposition.

The motion (Mot. Seq. 003) by Facade Technology, LLC ("Facade") for summary judgment dismissing the complaint is granted in part and denied in part. The branch of the motion seeking to dismiss the third-party complaint, and for contractual indemnification as against Exterior Erecting Services, Inc. ("Exterior") is denied.

The motion (Mot. Seq. 004) by Exterior seeking summary judgment dismissing plaintiff's complaint is granted in part and denied in part. The branch of the motion seeking summary judgment dismissing the fourth-party complaint is denied except that Facade's claim for breach of contract for failure to obtain insurance is severed and dismissed.

The motion (Mot. Seq. 005) by defendants/third-party plaintiffs JD Carlisle Development Corp., M.D. Carlisle Development Corp., and 835 6th Avenue Master LP (collectively, "Carlisle") for summary judgment dismissing plaintiff's claims is granted in part and denied in part. The branch of the motion seeking summary judgment on their third-party claims for common law and contractual indemnification and contribution is denied.

Background

This action arises out of injuries suffered by plaintiff on July 23, 2010 at approximately 10:30 a.m. while he was working at a construction site. Plaintiff claims that he slipped and fell while working on the roof above the parking garage located at 839 6th Avenue, New York, NY. Plaintiff alleges that the roof was sloped and slippery. Plaintiff claims that he suffered a myriad of injuries including a severe laceration to his left arm suffered when he fell onto a sharp edge of

exposed metal flashing. Plaintiff alleges that when he slipped, he fell to his knees and his left arm hit the sharp metal flashing.

Plaintiff claims that he fell on granulations (a substance similar to sand) located on a waterproof membrane that had become loose and slippery. At the time of the accident, plaintiff asserts that he was installing stainless steel panels to a steel structure that would support a movie screen.

Plaintiff was an employee of Exterior, who was hired by Facade to perform work at 839 6th Avenue. MD Carlisle claims it served as a construction management corporation for this job site while JD Carlisle asserts it was merely the development corporation for this construction project. 839 6th Avenue Master LP was allegedly the original development owners before the site was sold to the current owners.

Discussion

To be entitled to the remedy of summary judgment, the moving party "must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to demonstrate the absence of any material issues of fact from the case" (*Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853, 487 NYS2d 316 [1985]). The failure to make such prima facie showing requires denial of the motion, regardless of the sufficiency of any opposing papers (*id.*). When deciding a summary judgment motion, the court views the alleged facts in the light most favorable to the non-moving party (*Sosa v 46th St. Dev. LLC*, 101 AD3d 490, 492, 955 NYS2d 589 [1st Dept 2012]). Once a movant meets its initial burden, the burden shifts to the opponent, who must then produce sufficient evidence to establish the existence of a triable issue

of fact (*Zuckerman v City of New York,* 49 NY2d 557, 560, 427 NYS2d 595 [1980]). The court's task in deciding a summary judgment motion is to determine whether there are bonafide issues of fact and not to delve into or resolve issues of credibility (*Vega v Restani Constr. Corp.*, 18 NY3d 499, 505, 942 NYS2d 13 [2012]). If the court is unsure whether a triable issue of fact exists, or can reasonably conclude that fact is arguable, the motion must be denied (*Tronlone v Lac d'Amiante Du Quebec, Ltee,* 297 AD2d 528, 528-29, 747 NYS2d 79 [1st Dept 2002], *affd* 99 NY2d 647, 760 NYS2d 96 [2003]).

Grounds to Dismiss Plaintiff's Complaint

Carlisle, Facade and Exterior all move for summary judgment dismissing plaintiff's complaint.

Labor Law § 200

Carlisle claims that plaintiff obtained his assignment from his employer and not from Carlisle's employees. Carlisle further claims that there is no evidence of actual or constructive notice of a defective or hazardous condition at the worksite.

Facade claims that the Labor Law does not apply to it because it was not an owner or general contractor and that Exterior provided the safety equipment to plaintiff.

Exterior's motion does not address plaintiff's causes of action pursuant to Labor Law § 200.

Plaintiff claims that supervision/control of the worksite is immaterial as long as Carlisle had notice and the dangerous condition arose from a dangerous condition on the worksite rather

than the manner in which plaintiff performed his work. Plaintiff claims that actual notice was provided to Carlisle on multiple occasions.

Plaintiff contends that he complained to Kenneth Balter, an employee of the alleged general contractor MD Carlisle, about the slippery condition on the roof on several occasions. Plaintiff also claims that non-party Richard Petrizzo testified that MD Carlisle was notified about the slippery condition on the roof before the accident occurred. Plaintiff also claims that he was not in the process of constructing or repairing the roof itself, meaning that the granulations were not material to plaintiff's work.

In reply, Carlisle contends that it received no complaints about any alleged dangerous conditions relating to plaintiff's injuries. Carlisle alleges that Daniel Murphy, senior project manager for Facade, testified that he was unaware of any complaints.

Labor Law § 200 "codifies landowners' and general contractors' common-law duty to maintain a safe workplace" (*Ross v Curtis-Palmer Hydro-Electric Co.*, 81 NY3d 494, 505, 601 NYS2d 49 [1993]). "[R]ecovery against the owner or general contractor cannot be had unless it is shown that the party to be charged exercised some supervisory control over the operation . . . [A]n owner or general contractor should not be held responsible for the negligent acts of others over whom the owner or general contractor had no direction or control" (*id.* [internal quotations and citation omitted]).

"Claims for personal injury under this statute and the common law fall under two broad categories: those arising from an alleged defect or dangerous condition existing on the premises and those arising from the manner in which the work was performed" (*Cappabianca v Skanska USA Bldg. Inc.*, 99 AD3d 139, 143-44, 950 NYS2d 35 [1st Dept 2012]). "Where an existing

defect or dangerous condition caused the injury, liability attaches if the owner or general contractor created the condition or had actual or constructive notice of it" (*id.* at 144).

In the instant matter, plaintiff claims that a dangerous condition existed rather than claiming that it arose from the manner or methods in which his work was performed. Therefore, the Court must consider whether plaintiff has raised issues of fact regarding whether Carlisle had actual or constructive notice rather than if they exercised supervision or control over the performance of the work (*see Ortega v Puccia*, 57 AD3d 54, 61-62, 866 NYS2d 323 [2d Dept 2008]).

Here, plaintiff has raised issues of fact sufficient to defeat the motions for summary judgment on plaintiff's Labor Law § 200 claim. Plaintiff and a non-party testified that they gave actual notice regarding the allegedly slippery roof. Plaintiff claims that "I complained to Kenneth Balter, who was employed by M.D. Carlisle (the general contractor) as its Superintendent, about the slippery condition of the roof on multiple occasions before the day of the accident" (plaintiff's affidavit, exh D, ¶ 13). Mr. Petrizzo, an Exterior employee, testified that he had complained about the slippery condition of the roof on multiple occasions with plaintiff and plaintiff informed Mr. Petrizzo that plaintiff had relayed the complaints to the general contractor (Petrizzo tr at 14-16). A jury must decide whether to believe these witnesses or Carlisle's claims that it did not have actual notice.

Similarly, Facade's motion is also denied. Although Facade does not specifically address plaintiff's claim regarding Labor Law § 200, Facade, nevertheless, claims that plaintiff's complaint should be dismissed. Facade's argument that the Labor Law does not apply to it,

while potentially accurate, does not merit a dismissal of plaintiff's complaint because plaintiff has no claims against Facade. Plaintiff only has claims against Carlisle.

Labor Law § 240

"Labor Law 240(1) was designed to prevent those types of accidents in which the scaffold, hoist, stay, ladder or other protective device proved inadequate to shield the injured worker *from harm directly flowing from the application of the force of gravity to an object or person*"(*Runner v New York Stock Exchange, Inc.*, 13 NY3d 599, 604, 895 NYS2d 279 [2009] citing *Ross v Curtis Palmer Hydro-Elec. Co.*, 81 NY2d 494, 501, 601 NYS2d 49 [1993]).

Here, plaintiff alleges that he fell while working on a roof, but does not contend that he suffered an elevation-related fall (such as falling off the roof) or that he was hit by a falling object.[1] Therefore, plaintiff's claim under Labor Law § 240 is severed and dismissed because the fact that plaintiff was working on a roof does when he allegedly slipped does not give rise to a claim under the statute.

Labor Law § 241(6)

"The duty to comply with the Commissioner's safety rules, which are set out in the Industrial Code (12 NYCRR), is nondelegable. In order to support a claim under section 241(6) . . . the particular provision relied upon by a plaintiff must mandate compliance with concrete specifications and not simply declare general safety standards or reiterate common-law

---

[1]Plaintiff's attorney acknowledged that the injury was not elevation-related at oral argument.

principles" (*Misicki v Caradonna*, 12 NY3d 511, 515, 882 NYS2d 375 [2009]). "The regulation must also be applicable to the facts and be the proximate cause of the plaintiff's injury" *(Buckley v Columbia Grammar and Preparatory*, 44 AD3d 263, 271, 841 NYS2d 249 [1st Dept 2007]).

In the instant action, Carlisle and Exterior move to dismiss plaintiff's allegations of the following violations of the Industrial Code: 12 NYCRR 23-1.15, 23 NYCRR 1.16, 12 NYCRR 23-1.32, 12 NYCRR 23-2.3, 12 NYCRR 23-1.24, 12 NYCRR 23-1.7(d), 12 NYCRR 23-1.7(e) and 12 NYCRR-1.7(e)(2).[2] For the following reasons, all are severed and dismissed except for 12 NYCRR 23-1.7(d); that claim remains.

23-1.7(d), 23-1.7(e)(1) & 23-1.7(e)(2)

Carlisle maintains that 12 NYCRR 23-1.7 does not apply, including subsections (d) and (e) because plaintiff has not claimed that he slipped or tripped due to ice, snow, water, grease, dirt, debris or other foreign substances.

Exterior alleges that this section requires a finding that a violation occurred when a foreign substance causes a slippery condition. Exterior further claims that the roofing material was an inherent part of the work being performed, was part of the structure of the building and the roofing material did not constitute a foreign substance.

In opposition, plaintiff claims that he slipped on a foreign substance. Plaintiff's expert, Mr. Rufolo, claims that the surface of the roof was a slipping hazard. Plaintiff also claims that the roof constitutes an elevated working surface under the Industrial Code.

---

[2]Although Facade seeks dismissal of plaintiff's complaint, it does not specifically address the alleged Industrial Code violations.

Plaintiff further asserts that 23-1.7(e)(1)-(2) are applicable because the roof was a working area and was being used as a floor and passageway to access the work site. Mr. Rufolo claims that these provisions of the Industrial Code were violated.

In reply, Carlisle maintains that these Industrial Code provisions do not apply because the roof was an open working area rather than a passageway.

"Employers shall not suffer or permit any employee to use a floor, passageway, walkway, scaffold, platform or other elevated working surface which is in a slippery condition. Ice, snow, water, grease and any other foreign substance which may cause slippery footing shall be removed, sanded or covered to provide safe footing" (12 NYCRR 23-1.7[d]).

Here, plaintiff has raised an issue of fact for 23-1.7(d) regarding whether the elevated working surface upon which he was working (the roof) was slippery and whether the granulations were foreign substance rather than an integral part of the roof.

Plaintiff's expert claims that "once the granulations within the waterproof membrane became loose they were no longer part of the roof's structure and they became foreign substances, which should have been removed or covered" (aff of Rufulo, ¶ 21). Mr. Rufulo also claims that "[t]hese granulations could have been removed by vacuuming or sweeping or they could have been covered (*id.* ¶ 20). Clearly, the waterproof membrane on the roof was not an integral part of the work being performed by plaintiff (*see Velasquez v 795 Columbus LLC*, 103 AD3d 541, 542, 959 NYS2d 491 [1st Dept 2013]) because plaintiff was installing/affixing stainless steel panels to a steel structure that would support a movie screen rather than installing or repairing the roof.

Further, plaintiff's expert's report claiming that the granulations should have been removed as they became loose creates an issue of fact. If these granulations could be vacuumed or swept away, as Mr. Rufulo contends, then they were no longer part of the roof. These granulations constituted a foreign substance once they became loose from the waterproof membrane. Neither Carlisle nor Exterior submit an expert's report that addresses Mr. Rufulo's contentions.

Although water sealant may not constitute a foreign substance within the meaning of 23-1.7(d) (*see Gist v Central School Dist. No. 1*, 234 AD2d 976, 977, 651 NYS2d 818 [4th Dept 1996]), if an object or substance deviates from its original form it follows that it can become a foreign substance. For instance, if the roof had been covered with glass and pieces of the glass began to chip and break away, then these glass pieces would constitute a foreign substance if a worker slipped on them. Simply because the glass was originally part of the roof does not mean that they cannot become a foreign substance.

Carlisle's claim that 23-1.7(d) is inapplicable because the roof constituted an open working area also fails. Carlisle claims that the "code requires that passageways be kept free from accumulations of debris and other obstructions . . . that could cause tripping is in applicable because the roof in this case was not a passageway but an open working area" (affirmation of Carlisle's counsel in reply at 4). However, Carlisle appears to have conflated 23-1.7(e)(1), discussed below, which mentions tripping in a passageway, with 23-1.7(d). Certainly, a roof can fall under the ambit of 23-1.7(d) (*see Roppolo v Mitsubishi Motor Sales of America., Inc.*, 278 AD2d 149, 150, 718 NYS2d 322 [1st Dept 2000]).

"All passageways shall be kept free from accumulations of dirt and debris and from any other obstructions or conditions which could cause tripping. Sharp projections which could cut or puncture any person shall be removed or covered" (12 NYCRR 23-1.7[e][1]).

"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" (12 NYCRR 23-1.7[e][2]).

With regard to 23-1.7(e)(1) and (2), the Court finds that they are inapplicable and, therefore, are severed and dismissed because these two provisions relate to tripping hazards. In the instant action, plaintiff claims that he slipped over granulations on the roof. Plaintiff does not submit any evidence to show that he tripped over an obstruction or condition. In fact, plaintiff claims that "[a]s I stood up from a kneeling position, my foot slipped on the waterproof membrane because it was slippery due to the presence of the loose granulations" (aff of plaintiff, exh D, ¶ 11). Plaintiff's description of the incident does not include any mention of a trip or an obstruction that could have caused him to trip. Because plaintiff *slipped rather than tripped*, plaintiff's Labor Law § 241(6) claim based on these Industrial Code sections is severed and dismissed (*see Cooke v CRP/Extell Parcell I. LP*, 2012 WL 760498 (NY Sup), 2012 NY Slip Op 30492(U) (Trial Order) [Sup Ct, NY County 2012]).

23-1.24

Carlisle argues that 23-1.24, which requires that roofing brackets should be used when work is completed on any roof with a slope steeper than one in four inches unless crawling

boards or safety belts are used, is inapplicable because there is no evidence regarding the slope of the roof. Carlisle further claims that the lack of roof brackets were not a proximate cause of plaintiff's accident because plaintiff did not slip and fall off the roof.

Exterior also claims that 23-1.24 is in applicable because there is no evidence that the slope of the roof required the installation of roofing brackets.

In opposition, plaintiff claims that the architectural drawings contain evidence that the roof had a slope steeper than one in four inches and that roofing brackets should have been used. Plaintiff further argues that plaintiff fell because of the slope of the roof and its slippery condition. Plaintiff also presents the affidavit (exh H) of its expert, Mr. Rufulo, who claims *inter alia* that 23-1.24 was violated and that the slope was greater than one in four inches.

Plaintiff's claims on this Industrial Code section are severed and dismissed for two reasons. First, plaintiff's expert does not explain the basis for his conclusion that the slope was greater than one in four inches. Plaintiff's expert does not set forth his own measurement or even how he calculated that the slope of the roof was greater than one in four inches; he merely presents this conclusion based on the architectural plans (*see* affirmation of plaintiff's counsel, exh G) that 23-1.24 is applicable. "Where the expert's ultimate assertions are speculative or unsupported by any evidentiary foundation, however, the opinion should be given no probative force and is insufficient to withstand summary judgment" (*Diaz v New York Downtown Hosp.*, 99 NY2d 542, 544, 754 NYS2d 195 [2002]). Accordingly, the Court finds that Mr. Rufolo's affidavit, on this particular issue, is conclusory and has no probative force.[3]

---

[3]The Court reviewed the architectural plans (exh G) and while it appears that there may be a slope on the subject roof, it would be manifestly unfair to defendants for the Court to attempt to calculate the slope of the roof. Further, the roof appears to have different sections

Second, 23-1.24 is inapplicable because the lack of roofing brackets was not a proximate cause of the accident. Roofing brackets are designed to prevent falls from the roof, not the type of fall that occurred here. In the instant action, plaintiff alleges that he fell onto his knees as he was standing up from a kneeling position. Unless the roofing brackets would have prevented nearly all of plaintiff's movement while on the roof, the roofing brackets would not have prevented plaintiff's alleged injury. Further, plaintiff has presented no evidence to show how roofing brackets would have prevented plaintiff from slipping and falling while on the roof. Accordingly, plaintiff's claim under 23-1.24 is severed and dismissed.

Remaining Industrial Code Sectionss

Exterior and Carlisle also move to dismiss the remaining Industrial Code sections cited by plaintiff.[4] In his opposition, plaintiff fails to oppose the branch of summary judgment motions that seeks to dismiss claims under 23-1.15, 23-1.16, 23-1.32, 23-2.3 and the remaining provisions of 23-1.7. Accordingly, plaintiff's claims based on these Industrial Code sections are severed and dismissed.

---

with distinct slopes and Exhibit G does not indicate exactly where plaintiff was standing when the accident occurred.

[4]Plaintiff's Second Supplemental Verified Bill of Particulars (Carlisle's motion exh D), dated September 24, 2015, claims that defendants violated the following Industrial Code sections: 12 NYCRR 23-1.7, 12 NYCRR 23.17(d), 12 NYCRR 23-1.7(e), 12 NYCRR 23-1.7(e)(2), 12 NYCRR 1.15, 12 NYCRR 23-1.16, 12 NYCRR 23-1.24, 12 NYCRR 23-1.32, 12 NYCRR 23-2.3.

Contractual & Common Law Indemnification

"In contractual indemnification, the one seeking indemnity need only establish that it was free from negligence . . . Whether or not the proposed indemnitor was negligent is a non-issue and irrelevant" (*Correia v Professional Data Mgt., Inc.*, 259 AD2d 60, 65, 693 NYS2d 596 [1st Dept 1999]).

"Common-law indemnification is predicated on vicarious liability, which necessitates that a party who has itself actually participated to some degree in the wrongdoing cannot receive the benefits of the doctrine" (*Edge Mgmt. Consulting, Inc. v Blank*, 25 AD3d 364, 367 [1st Dept 2006] [internal quotations and citations omitted]). "[I]n the case of common-law indemnification, the one seeking indemnity must prove not only that it was not guilty of any negligence beyond the statutory liability but must also prove that the proposed indemnitor was guilty of some negligence that contributed to the causation of the accident" (*Correia,* 259 AD2d at 65).

Carlisle claims (Mot Seq 005) that it is entitled to summary judgment on its claims for contractual and common-law indemnification against Facade and Exterior.

Carlisle claims that the contract between Facade and Carlisle contains an indemnification clause, which Carlisle maintains requires that Facade provide indemnification for any loss sustained by Carlisle. Carlisle maintains that there is a similar indemnification provision for its contract with Exterior and that these indemnification clauses should be enforced. Carlisle contends that these indemnification provisions were valid and in effect on the date of plaintiff's accident and that plaintiff was working for Exterior at the time the accident occurred.

In opposition, Facade claims that Carlisle was unaware that Exterior was performing work and was only aware of Facade's involvement. Facade further argues that it had an indemnification clause in its contract with Exterior and that if Carlisle is granted indemnification as against Facade, Facade would be entitled to indemnification from Exterior.

In opposition, Exterior claims that the indemnification provision relied on by Carlisle is unenforceable and ambiguous. Exterior also claims that there is no evidence that it was negligent. Exterior argues that plaintiff and his co-worker directly reported to Facade's employee, Daniel Murphy, who supervised, directed and controlled how plaintiff performed his work. Exterior contends that it provided no materials and did not supervise plaintiff's work at the job site. Exterior also contends that both Facade and Carlisle had notice of the condition that caused plaintiff's injury and failed to remedy the problem. Exterior further claims that there can be no claim for breach of contract because it did, in fact, purchase insurance pursuant to its contract with Facade.

Facade moves (Mot Seq 003), in the alternative to summary judgment dismissing plaintiff's complaint, for an order granting it contractual and/or common law indemnification against Exterior. Facade claims that its contract with Exterior entitles it to indemnification.

Exterior claims that (Mot Seq 004) that the fourth-party action against it must be dismissed because there is no evidence it was negligent.

The branches of the motions by Carlisle, Exterior and Facade for contractual and/or common law indemnification and for judgment on the third and fourth party complaints are denied. There are issues of fact regarding the negligence of Carlisle and Facade. Plaintiff claims that he told employees of both Facade and Carlisle about the alleged dangerous condition on the

roof (*see* aff of plaintiff, exh D, ¶¶ 13-14). Although these claims are disputed, if Carlisle or Facade (or both) are found negligent, they would not be entitled to contractual or common law indemnification. If a jury finds that both Carlisle and Facade are free of negligence, then indemnification might be appropriate leave is granted to address indemnification at the appropriate time.

However, Exterior's motion is granted to the extent that Facade's claim for breach of contract for failure to obtain insurance is severed and dismissed. Facade did not oppose Exterior's claim that it did purchase insurance.

Summary

Plaintiff's claims pursuant to Labor Law § 240 are severed and dismissed. Plaintiff's claims pursuant to Labor Law § 241(6) are severed and dismissed to the extent that they rely on the following Industrial Code sections: 12 NYCRR 23-1.7, including 12 NYCRR 23-1.7(e)(1), 12 NYCRR 23-1.7(e)(2), 12 NYCRR 1.15, 12 NYCRR 23-1.16, 12 NYCRR 23-1.24, 12 NYCRR 23-1.32, 12 NYCRR 23-2.3. ***The motion is denied as to section 12 NYCRR 23-1.7(d), and that claim remains.***

The motions by Carlisle, Exterior and Facade to dismiss plaintiff's complaint are denied as to plaintiff's Labor Law § 200 claim and the claim based on 12 NYCRR 23-1.7(d).

All motions for contractual/common law indemnification are denied.

Facade's claim in the fourth-party complaint for failure to obtain insurance is severed and dismissed.

Accordingly, it is hereby

ORDERED that the motions by Carlisle, Exterior and Facade to dismiss plaintiff's complaint are granted in part and denied in part as described above; and it is further

ORDERED that the branches of the motions by Carlisle, Exterior, and Facade for contractual/common law indemnification are denied; and it is further

ORDERED that Exterior's motion is granted to the extent that Facade's breach of contract claim for failure to obtain insurance is severed and dismissed.

This is the Decision and Order of the Court.

Dated: August 8, 2016
New York, New York

HON. ARLENE P. BLUTH, JSC

ARLENE P. BLUTH
J.S.C.