

J.U. v Steppingstone Day Sch., Inc.

2019 NY Slip Op 33897(U)

October 22, 2019

Supreme Court, Queens County

Docket Number: 712498/17

Judge: Maureen A. Healy

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This opinion is uncorrected and not selected for official publication.

SEQUENCE NO. ~~1~~

The Court herein addresses the fact the un-redacted Confidential Personal Information is included in this order and is based upon this court's express finding that good cause exists pursuant to Rule 202.5 [d][2] in that the inclusion of the full name and date of birth of the minor, as well as related information, is material and necessary to effectuate the order of this Court:

At an IAS Term Part 13 of the Supreme Court of the State of New York, County of Queens, at the Courthouse located at 88-11 Sutphin Blvd, Jamaica, New York, NY 11435 on the 27 day of October, 2019

PRESENT:

Justice Maureen Healy

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J.U. an infant, by her mother and natural guardian, MYRTLE ARMSTRONG and MYRTLE ARMSTRONG, IND.,,

INFANT'S COMPROMISE ORDER

Plaintiff,

Index # 712498/17

-against-

STEPPINGSTONE DAY SCHOOL, INC. AND STEPPING STONE OF SOUTH-EASTERN QUEENS INC.,

Defendants.

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FILED
NOV 20 2019
COUNTY CLERK
QUEENS COUNTY

Upon reading and filing the Petition a of MYRTLE ARMSTRONG, mother and natural guardian of the infant, JAYDE UPIA duly verified and acknowledged on September 3, 2019, and the Affirmation of JAY H. TANENBAUM, dated September 30, 2019, and the Affirmation of Dr. Ranga Krishna, signed and dated August 16, 2019; and upon all of the pleadings and proceedings heretofore had herein; and the infant, the parent and natural guardian, and the

attorney having appeared before me on the 22 day of October, 2018 and it appearing that the best interests of the infant will be served by compromising the action in the amount of **EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$8,750.00)** against defendants STEPPINGSTONE DAY SCHOOL, INC. AND STEPPING STONE OF SOUTH-EASTERN QUEENS INC., and conditioned upon compliance with the following provision to execute a general release and to sign all papers necessary to accomplish this settlement, and it is further;

ORDERED, that **MYRTLE ARMSTRONG**, as mother and natural guardian of **JAYDE UPIA**, an infant, is authorized, empowered and directed to compromise and settle the cause of action on behalf of the Infant for personal injuries sustained by the Infant in the sum of **EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$8,750.00)**; and it is further

ORDERED, that the total settlement of **EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$8,750.00)** be paid by the Defendants, and it is further

ORDERED, that the sum of **TWO THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND THIRTY THREE CENTS (\$2,707.33)** as total payment for their entire compensation and services and the sum of **SIX HUNDRED TWENTY EIGHT DOLLARS (\$628.00)** for reimbursement of disbursements incurred, said amount totaling **THREE THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS AND THIRTY THREE CENTS (\$3,335.33)** be allowed and made payable to **LAW OFFICES OF JAY H. TANENBAUM**; and it is further

ORDERED, that the balance of said settlement, to wit, the sum of **FIVE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS AND SIXTY SEVEN CENTS (\$5,414.67)** be allowed and made payable to **MYRTLE ARMSTRONG**, as mother and natural guardian of **JAYDE UPIA**, an Infant, jointly with an officer of COMMUNITY FEDERAL SAVINGS BANK located at 216-24 JAMAICA AVE, QUEENS VILLAGE to be deposited in the said bank in an account, or accounts, yielding the highest rate of interest available, in the name of the mother and natural guardian, in trust for the Infant and for the sole use and benefit of the Infant; and that the time deposit accounts and certificate of deposit accounts shall be continuously renewed at maturity at the highest rate of interest then available, but the date of maturity thereof shall not extend beyond the date upon which the Infant attains the age of eighteen (18) years; and that when no such time deposit or certificate of deposit account is available, then the accumulated funds shall be placed in the bank's insured money market account; and that no withdrawals shall be made from said account, or accounts, before the Infant reaches the age of eighteen (18) years, except upon further order of this Court; and it is further

ORDERED, that the aforementioned time deposit or certificate of deposit shall be of a duration of no longer than three (3) years until renewal and shall continuously be renewed upon maturity at the highest rate of interest then available for a period of longer than three (3) years until renewal, except that said maturity shall not exceed the infant petitioner's eighteenth (18th) birthday, and when no such time deposit or certificate of deposit is available, the accumulated funds shall then be placed in the bank's Insured Money Market Account, and it is further

ORDERED, that there shall be no right of withdrawal from any of the aforesaid bank accounts, including any insured money market account before the infant reaches the age of 18

years, except upon a further order of this court, which shall be Certified by the Clerk of the Court, and is further

ORDERED, that the attorney for the infant claimant/petitioner shall serve a copy of this Order upon each said bank and shall arrange for the deposit of said funds as expeditiously as is reasonably possible; and it is further

ORDERED, that within thirty (30) days of the deposit of said funds in the above designated bank(s) the above guardian shall submit to the Clerk's Office, a copy of the certificate of deposit(s) issued by said bank; and there shall be no right of withdrawal from any of the aforesaid account(s) and certificates of deposit until the infant plaintiff's eighteenth (18) birthday, except upon further order this Court, which said order shall be certified by the Clerk of this Court; and it is further;

ORDERED, that upon the Infant reaching majority at the age of eighteen (18) years, and upon his presentation of the proper proof thereof, the aforesaid depository shall, without further Order of this Court, and upon the Infant's demand, pay over to **JAYDE UPIA**, all the monies so held; and it is further

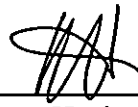
ORDERED, that in the event of the death of said infant plaintiff on or prior to the 18th birth date of said infant, all of the aforesaid sums described in (each) said bank shall be paid to the estate of said infant plaintiff, or to the designated beneficiary of said estate in the same amount and in the same manner as hereinbefore set forth, and it is further

ORDERED, that conditioned upon compliance with the term of this order, the aforesaid parent and natural guardian of the infant plaintiff, be and hereby is authorized and

empowered to execute and deliver a general release and all other instruments necessary to effectuate settlement herein;

ORDERED, that the filing of a bond be dispensed within accordance with the applicable provisions of the Civil Practice Law and Rules.

ENTER



Justice Maureen Healy
J. S. C.

HON MAUREENA A. HEALY

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NOV 20 2019
COUNTY CLERK
QUEENS COUNTY