Redwoodventures Ltd. v ETG Capital Advisors LLC
2020 NY Slip Op 30110(U)
January 6, 2020
Supreme Court, New York County
Docket Number: 651973/2019
Judge: Andrew Borrok
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART IAS MOTION 53EFM

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REDWOODVENTURES LTD., Plaintiff,	INDEX NO.	651973/2019
- v -	MOTION DATE	01/06/20
ETG CAPITAL ADVISORS LLC,ETG CAPITAL LLC,SHLOMO STEVEN AZARBAD, DAVID TAWIL, Defendant.	MOTION SEQ. NO.	001

DECISION + ORDER ON MOTION

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HON. ANDREW BORROK:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43

were read on this motion to/for DISMISSAL.

ETG Capital Advisors LLC, ETG Capital LLC, Shlomo Azarbad, and David Tawil's (collectively, **ETG**) motion to dismiss Redwoodventures Ltd. (**Redwood**)'s complaint pursuant to CPLR § 3211 is granted solely to the extent that the first cause of action (declaratory judgment), fifth cause of action (negligent misrepresentation), sixth cause of action (fraudulent misrepresentation), and seventh cause of action (attorneys' fees) are dismissed, but is otherwise denied.

BACKGROUND

Redwood manufactures and distributes toys. One of Redwood's largest purchasers was Toys "R" Us Delaware, Inc. (**TRU**). On September 17, 2017, TRU and its affiliates filed petitions in bankruptcy pursuant to Chapter 11 of Title 11 of the U.S. Code, in the U.S. Bankruptcy Court for the Eastern District of Virginia (the **Bankruptcy Court**). TRU requested that Redwood

continue to supply toys through the duration of the bankruptcy proceedings, and Redwood agreed. Redwood desired to hedge its risks relating to its post-petition shipments to TRU. Redwood's insurance broker, Benjamin Thrush of HUB International Northeast, introduced Redwood to Shlomo Azarbad and David Tawil, the principals of ETG. ETG is in the business of guaranteeing or insuring payment when a purchaser is experiencing liquidity issues or is in bankruptcy.

Redwood decided to purchase such protection for its post petition shipments to TRU. To wit, pursuant to a certain Master Claims Purchase Agreement (the **Master Agreement**), dated October 16, 2017, by and between Redwood and ETG, the parties agreed to enter into one or more puts, which would entitle Redwood to put certain of its post-petition TRU accounts receivable to ETG upon the occurrence of a Specified Event (NYSCEF Doc. No. 2). The Specified Event triggering a put is a "Bankruptcy Event," which is defined as the entry of a Final Order by the bankruptcy court authorizing the liquidation of TRU's assets (*id.* § 1).

To exercise a put, Redwood is required under Section 4 of the Master Agreement to provide irrevocable written notice (the **Assignment Notice**) to ETG of its intention to sell, transfer, and assign the accounts receivable, which notice must include the accounts receivable being sold, transferred, and assigned to ETG (the **Account Claims**), the net value of such Account Claims, and the account to which ETG shall pay the purchase price on the closing date (*id.* § 4). Redwood must deliver the Assignment Notice to ETG by 5:00 PM (New York time) on a date that is within 20 days of the date of the Specified Event for the Assignment Notice to be effective (*id.*).

In the event that Redwood properly issues an Assignment Notice and the Account Claims are allowed by a final order of the Bankruptcy Court as administrative expense claims, pursuant to Section 5 (a) of the Master Agreement, closing of the sale and purchase of the Account Claims is to occur at 9:00 AM (New York time) at ETG's offices, by facsimile, or by other electronic transmission, at least 5 days and not more than 20 days after the satisfaction of certain conditions precedent to the purchase of account claims set forth in Section 8 (*id.* § 5 [a]). Pursuant to Section 5 (b), if Redwood fails to satisfy the conditions in Section 8 within the 25-day period, "the Put shall be automatically canceled, discharged and terminated and will not be reinstated or rewritten, and [ETG] shall have no further obligation to Seller in respect of that Put" (*id.* § 5 [b]).

Section 8 requires that, in order to fulfill the conditions precedent, Redwood must execute the Assignment of Claim Agreement selling, transferring, and assignment the Account Claims to ETG in an amount equal to the bet account value of the Accounts Receivable (*id.* § 8 [a]). Section 8 further mandates that Redwood deliver the Proof of Claim to ETG and shall include a copy of the Proof of Claim with all necessary attachments as an exhibit to the Assignment Agreement (*id.* § 8 [b]).

To safeguard Redwood's first post-petition shipment to TRU, the parties executed a certain Letter Agreement (**Put #1**), dated October 16, 2017, by and between Redwood and ETG (NYSCEF Doc. No. 3) for $350,000 of TRU accounts receivable, for the six-month coverage period beginning October 16, 2017 and ending April 15, 2018, at the put rate of 1.95% per month, for a total put fee of $40,950 (*id.*). Redwood sent the premium of $40,950 to ETG on

November 1, 2017 and ETG confirmed receipt of the payment. Redwood sent a shipment of toys to TRU on December 21, 2018, totaling $224,086.81, and a second shipment on January 18, 2018, totaling $100,678.51. For the avoidance of doubt, following the second shipment, Redwood had sent toys to TRU with a total value of $324,765.32.

Subsequently, TRU requested additional toys from Redwood, the value of which would exceed the existing coverage purchased pursuant to Put #1. Redwood, acting through Mr. Thrush, contacted ETG to request additional protection for its TRU shipments. Mr. Azarbad responded to Mr. Thrush via email dated January 17, 2018 that to increase coverage, "[w]e execute a separate put. It layers on top of what they already have," *i.e.*, on top of the existing coverage under Put #1 (NYSCEF Doc. No. 9).

Accordingly, the parties executed a second Letter Agreement (**Put #2**; Put #1 together with Put #2, collectively, the **Put Agreements**), dated January 17, 2018, by and between Redwood and ETG (NYSCEF Doc. No. 4). Pursuant to Put #2, ETG agreed to provide an additional $260,000 of protection to Redwood for its TRU accounts receivable for the six-month period beginning January 17, 2018 and ending July 16, 2018, at the put rate of 2.45% per month, for a total put fee of $38,220 (NYSCEF Doc. No. 4). Redwood sent the premium of $38,220 to ETG on January 26, 2018 and ETG confirmed receipt of the payment. ETG paid Mr. Thrush commissions of 10% of the total put fees for Put #1 and Put #2. Both Put #1 and Put #2 formed a part of and were subject to the Master Agreement. Redwood prepared a shipment of approximately $220,000 of toys for shipment to TRU, but ultimately elected not to send this shipment.

On March 15, 2018, TRU's debtors (the **TRU Debtors**) filed a motion for entry of an order authorizing them to wind-down TRU's U.S. operations, conduct store closings, establish administrative claims procedures, and related relief. On March 22, 2018, the Bankruptcy Court entered an order granting the relief requested and imposing a stay in the payment of post-petition expense claims (the **Wind-Down Order**). On April 4, 2018, Redwood filed a Motion for Allowance and Payment of Administrative Expense Claim in connection with unpaid pre and post-petition TRU receivables and sent a Notice of Exercise together with a copy of the Administrative Claim Motion and clean and redlined draft of the Assignment of Claim to ETG.

On April 9, 2018, Redwood served an updated Notice of Exercise to reflect that it considered the Wind-Down Order to be a Final Order. However, ETG rejected the Notice of Exercise and claimed that the Wind-Down Order did not constitute a Final Order. On May 25, 2018, the Bankruptcy Court issued an order allowing for a streamlined process for the filing, review, reconciliation, and allowance of administrative claims against the TRU Debtors.

And, on September 7, 2018, the TRU Debtors filed a Notice of Allowed Administrative Claim, pursuant to which the debtors agreed to allow certain identified administrative expense claims, including Claim 17690, the relevant claim for Redwood's post-petition shipments to TRU. In response to an inquiry from Redwood, on September 21, 2018, ETG emailed Redwood again indicating that there had not been a Final Order as required under the Master Agreement. On October 11, 2018, after some further back-and-forth between the parties, ETG sent an email to Redwood indicating that the Put Agreements were not effective because the put fees were not

paid within three business days, and that the put fees were retained by ETG as damages (NYSCEF Doc. No. 8).

On April 4, 2019, Redwood commenced this action by filing a summons and complaint. The defendants now move to dismiss the complaint in its entirety.

DISCUSSION

A party may move for judgment dismissing one or more causes of action on the ground that the pleadings fail to state a cause of action for which relief may be granted (CPLR § 3211 [a] [7]). On a motion to dismiss pursuant to CPLR § 3211 (a) (7), the court must afford the pleadings a liberal construction and accept the facts alleged in the complaint as true, according the plaintiff the benefit of every favorable inference (*Morone v Morone*, 50 NY2d 481, 484 [1980]). The court's inquiry on a motion to dismiss is whether the facts alleged fit within any cognizable legal theory (*id.*). Bare legal conclusions are not accorded favorable inferences, however, and need not be accepted as true (*Biondi v Beekman Hill House Apt. Corp.*, 257 AD2d 76, 81 [1st Dept 1999]). A party may also move to dismiss based on documentary evidence pursuant to CPLR § 3211 (a) (1). A motion to dismiss pursuant to CPLR § 3211 (a) (1) will be granted only where the documentary evidence conclusively establishes a defense to the plaintiff's claims as a matter of law (*Goshen v Mutual Life Ins. Co. of New York*, 98 NY2d 314, 326 [2002]).

The Motion to Dismiss as it Relates to Mr. Azarbad, Mr. Tawil, and ETG Advisors

The complaint alleges that Mr. Azarbad and Mr. Tawil are the sole owners, partners, or members of ETG Capital, and that ETG Advisors is the alter ego of ETG or they are in fact the same entity

(compl ¶¶ 11, 16). To pierce a corporate veil, a plaintiff "bear[s] a heavy burden of showing that the corporation was dominated as to the transaction attacked and that such domination was the instrument of fraud or otherwise resulted in wrongful or inequitable consequences" (*TNS Holdings, Inc. v MKI Securities Corp.*, 92 NY2d 335, 339 [1998]). Although "complete domination of the corporation is the key to piercing the corporate veil, especially when the owners use the corporation as a mere device to further their personal rather than the corporate business," domination alone is not sufficient (*Morris*, 82 NY2d at 141-42). A plaintiff seeking to pierce the corporate veil must also show that the owners abused the corporate form to commit a wrongful or unjust act against the plaintiff (*id.* at 142). Mere conclusory statements that certain parties dominated and controlled other parties are insufficient; the complaint must allege particularized facts showing that piercing of the corporate veil is warranted in order to survive a motion to dismiss (*Andejo Corp. v South Street Seaport Ltd. Partnership*, 40 AD3d 407, 407 [1st Dept 2007]).

Here, the allegations in the complaint are conclusory and lack the particularized facts necessary to warrant piercing the corporate veil. The complaint also fails to allege sufficient facts to support the inference that the corporate form was abused to commit a wrongful or unjust act against Redwood. And the complaint fails to demonstrate that any alleged domination and control of ETG Capital was in connection to the specific transactions at issue in this case. Accordingly, the complaint is dismissed without prejudice as against Mr. Azarbad, Mr. Tawil, and ETG Advisors.

First Cause of Action: Declaratory Judgment

In its first cause of action, Redwood seeks a declaratory judgment that ETG is obligated under the Master Agreement and the Put Agreements to purchase Redwood's TRU receivables in the amount of $323,765.37, plus interest. Pursuant to CPLR § 3001, "[t]he supreme court may render a declaratory judgment having the effect of a final judgment as to the rights and other legal relations of the parties to a justiciable controversy whether or not further relief is or could be claimed." On a pre-answer motion to dismiss a cause of action for declaratory judgment, the relevant inquiry is whether the pleadings set forth a cause of action, not whether the plaintiff is entitled to a favorable declaration (*North Oyster Baymen's Ass'n v Town of Oyster Bay*, 130 AD3d 885, 890 [2d Dept 2015]).

Declaratory relief is generally reserved for those cases in which the plaintiff is "unable to find among the traditional kinds of action one that will enable her to bring it to court" (Siegel, N.Y. Prac. § 437, at 742, citing *Kalman v Shubert*, 270 NY 375 [1936]). In other words, "[d]eclaratory judgment 'is usually unnecessary where a full and adequate remedy is already provided by another well-known form of action . . . [and] [w]here there is no necessity for resorting to the declaratory judgment it should not be employed'" (*Automated Ticket Systems, Ltd. v Quinn*, 90 AD2d 738, 739 [1st Dept 1982], quoting *James v Alderton Dock Yards, Ltd.*, 256 NY 298, 305 [1931]). In this case, there is an adequate remedy provided by other causes of action, *i.e.*, Redwood's contract and quasi-contract claims. Because Redwood is afforded an adequate remedy by its contract and quasi-contract claims, the first cause of action for declaratory judgment is dismissed.

Second Cause of Action: Breach of Contract

Redwood's second cause of action alleges breach of contract. To prevail on a breach of contract claim, a plaintiff must establish "the existence of a contract, the plaintiff's performance thereunder, the defendant's breach thereof, and resulting damages" (*Harris v Seward Park Hous. Corp.*, 79 AD3d 425, 426 [1st Dept 2010]).

The complaint alleges that (1) Redwood and ETG are parties to the Master Agreement and Put #1, which are valid, binding and enforceable contracts (compl ¶¶ 48, 49, 112), (2) Redwood performed its obligations under the Master Agreement and Put #1 by remitting the premium payments to ETG, which payments were accepted, and by fulfilling the requirements for the assignment of the TRU receivables to ETG (*id.* at ¶¶ 49, 67, 68, 113), (3) ETG breached its obligations under the Master Agreement and Put #1 by refusing to accept assignment of and failing to pay Redwood for its TRU receivables (*id.* at ¶¶ 80, 87, 91, 115), and (4) that Redwood suffered more than $323,000 in damages as a result of ETG's breaches (*id.* at ¶ 117). Taking these allegations as true, the complaint adequately pleads a cause of action for breach of contract.

ETG's documentary evidence showing that the payment of premiums for Put #1 as untimely does not utterly refute the allegations in the complaint or establish a defense as a matter of law. Significantly, ETG's argument that the no-waiver clause set forth in Section 15 (b) of the Master Agreement necessarily precludes Redwood's waiver argument is without merit. The existence of a no-waiver clause in a contract does is not a complete bar to a waiver of a contract provision (*TSS-Seedman's, Inc. v Elota Realty Co.*, 72 NY2d 1024, 1027 [1988]). In other words, the words and conduct of the parties, including partial performance, may constitute a waiver of a contractual provision, even where a contract contains a no-waiver provision or requires waivers

to be in writing (*Condor Funding, LLC v. 176 Broadway Owners Corp.*, 147 A.D.3d 409, 411 [1st Dept 2017]). Redwood's allegations that (i) ETG accepted payment of the premiums for both Puts, (ii) ETG represented that Put #1 was in effect when Redwood purchased Put #2, and that (iii) ETG consistently took the position that it was not yet obligated to take assignment of the TRU receivables because there had been no Final Order without mentioning the allegedly untimely payments, taken as true for the purposes of the instant motion, are sufficient to support the inference that there was a waiver of compliance with the three-day payment provisions through the words and course of conduct of the parties.

In addition, to the extent that ETG argues that Redwood's breach of contract claim fails because Redwood failed to submit a timely notice of claim, this argument is also unavailing at this stage in the proceedings. The complaint alleges that Redwood complied with its obligations under the Master Agreement by sending the Assignment Notice and a clean and redlined Assignment of Claim Agreement to ETG in April 2018, within twenty days of the date of the bankruptcy court's wind-down order, which Redwood alleges constituted a Final Order, and on or before the twenty-fifth day after the administrative claim was allowed by the bankruptcy court (compl ¶¶ 67-68; NYSCEF Doc. No. 2 §§ 4 [a], 5 [a]). The complaint specifically alleges that Redwood sent the Assignment Notice the day before the wind-down order became a final and non-appealable order and sent it again three days later (compl ¶¶ 64-66, 67-68; NYSCEF Doc. No. 5, 6). Taken as true, these allegations are sufficient to support Redwood's claim that it complied with its notice of claim requirements. Accordingly, the motion to dismiss is denied with respect to the second cause of action for breach of contract.

Third Cause of Action: Breach of Implied Covenant of Good Faith and Fair Dealing

In its third cause of action, Redwood alleges that ETG's wrongful and dilatory conduct constitutes a breach of the implied covenant of good faith and fair dealing. All contracts contain an implied covenant of good faith and fair dealing (*Forman v Guardian Life Ins. Co. of Am.*, 76 AD3d 886, 888 [1st Dept 2010]). The covenant provides that no party to a contract shall take any actions to spoil the rights of another party to receive the fruits of the contract (*id.*).

Where a cause of action for breach of the implied covenant of good faith and fair dealing is based on the same operative facts and seeks the same damages as a cause of action for breach of contract, the good faith claim is duplicative and should be dismissed (*Mill Financial, LLC v Gillett*, 122 AD3d 98, 104-05 [1st Dept 2014]). But a good faith claim is not duplicative of a breach of contract claim where the complaint alleges conduct that is separate from the conduct constituting the alleged breach of contract and such conduct deprived the other party of the benefit of its bargain (*Credit Agricole Corporate v BDC Finance, LLC*, 135 AD3d 561, 561 [1st Dept 2016]).

Here, Redwood's good faith claim is based on ETG's conduct in allegedly (i) affirming that Put #1 was still in effect and selling additional coverage under Put #2, only to later take the position that both Put Agreements were automatically cancelled, (ii) refusing to deal fairly with Redwood during the TRU bankruptcy process, and (iii) intentionally dragging out the administrative claims process (compl ¶ 120). This conduct is separate and apart from the operative facts constituting the alleged breach of contract, and, this cause of action is for relief as it relates to Put # 2, not Put # 1, which the breach of contract claim is based upon. Accordingly, there is no basis to dismiss

the good faith claim as duplicative of the breach of contract claim (*Forman v Guardian Life Ins. Co. of Am.*, 76 AD3d 886, 888 [1st Dept 2010]).

Fourth Cause of Action: Unjust Enrichment

Redwood also asserts a cause of action for unjust enrichment. The theory of unjust enrichment "contemplates 'an obligation imposed by equity to prevent injustice, in the absence of an actual agreement between the parties'" (*Georgia Malone & Co., Inc. v Reider*, 19 NY3d 511, 516 [2012], quoting *IDT Corp. v Morgan Stanley Dean Witter & Co.*, 12 NY3d 132, 142 [2009]). To state a cause of action for unjust enrichment, a plaintiff must allege "that (1) the other party was enriched, (2) at that party's expense, and (3) that it is against equity and good conscious to permit the other party to retain what is sought to be recovered" (*Mandarin Trading Ltd. v Wildenstein*, 16 NY3d 173, 182 [2011] [brackets and internal quotation marks omitted]).

Here, the complaint alleges that (1) Redwood paid a total of $79,120 in premiums to ETG, (2) ETG, Mr. Azarbad, and Mr. Tawil received the premiums paid by Redwood, (3) ETG, Mr. Azarbad, and Mr. Tawil were enriched at Redwood's expense in the amount of the premiums paid by Redwood for Put #1 and Put #2, and (4) it would be against equity and good conscious to allow ETG, Mr. Azarbad, and Mr. Tawil to retain the premiums (compl ¶¶ 13-14, 123-28). Taking these allegations as true and affording them every favorable inference, the complaint sufficiently pleads all of the elements of a cause of action for unjust enrichment.

Inasmuch as ETG argues that the unjust enrichment claim should be dismissed as duplicative of the breach of contract claim, this argument fails. The unjust enrichment claim is based on

different operative facts from the breach of contract claim and it seeks different damages. To wit, the unjust enrichment claim seeks to recover the amount of the premiums paid to ETG while the breach of contract claim seeks to recover for the shipments of goods to TRU. Accordingly, the motion to dismiss the fourth cause of action is denied.

Fifth Cause of Action: Negligent Misrepresentation

Redwood also asserts a cause of action for negligent misrepresentation. To prevail on a cause of action for negligent misrepresentation, a plaintiff must allege "(1) the existence of a special or privity-like relationship imposing a duty on the defendant to impart correct information to the plaintiff; (2) that the information was incorrect; and (3) reasonable reliance on the information" (*J.A.O. Acquisition Corp. v Stavitsky*, 8 NY3d 144, 148 [2007]).

The complaint alleges (1) a special relationship between Redwood and ETG, pursuant to which ETG was required to provide truthful and accurate information, (2) that ETG made false statements on the ETG website and by email to convey untruthful information to Redwood, and (3) that Redwood reasonably relied on ETG's misrepresentations, specifically that the protection was in place and was not cancelable (compl ¶¶ 131, 134, 137, 142-45). Specifically, Redwood alleged that ETG's website made the following statement:

> "Non-cancelable: ETG's Put Options are not cancelable, by ETG or the supplier (your company), regardless of the status of the Customer. Therefore, ETG's protection is genuine. This is why we can say, "Vendor Protection When it Counts"

(NYSCEF Doc. No. 35 at 7). The complaint cites other examples from the ETG website similarly referencing the non-cancelable nature of ETG's put products.

Here, beyond conclusory statements, the complaint fails to sufficiently plead the existence of a special relationship. Rather, the complaint alleges arm's length transactions between two sophisticated parties. Such a transaction cannot be the basis for a special relationship (*Basis Pac-Rim Opportunity Fund v TCW Asset Management Co.*, 124 AD3d 538, 539 [1st Dept 2015]). In addition, the documentary evidence submitted by ETG utterly refutes the notion that Redwood reasonably relied on the statements on ETG's website regarding the non-cancelability of the Puts. Specifically, the Master Agreement provides, in relevant part:

> "If the Put Fee is not received by Purchaser within three (3) Business Days of the payment dates set forth in the payment schedule set forth in the Confirmation, ***then the Put will be automatically canceled, discharged and terminated*** and will not be reinstated or rewritten and Purchaser shall have no further obligation to Seller in respect of that particular Put, and, unless agreed upon otherwise in writing, Purchaser shall be entitled to damages in an amount equal to the outstanding Put Fee, plus interest on any such amount from the date of nonpayment to the date of payment at a rate per annum equal to the Prime Rate in effect on the date of such nonpayment (as published in The Wall Street Journal (Eastern Edition))."

(NYSCEF Doc. No. 2, § 3 [emphasis added]). In other words, the Master Agreement unequivocally stated that the Puts were in fact cancelable in the event of Redwood's failure to timely pay the premiums. Therefore, Redwood cannot allege that it reasonably relied on the statements on ETG's website. Accordingly, the cause of action for negligent misrepresentation is dismissed without prejudice.

Sixth Cause of Action: Fraudulent Misrepresentation

Redwood's sixth cause of action alleges fraudulent misrepresentation. To state cause of action for fraudulent misrepresentation, "a plaintiff must allege 'a misrepresentation or a material

omission of fact which was false and known to be false by defendant, made for the purpose of inducing the other party to rely upon it, justifiable reliance of the other party on the misrepresentation or material omission, and injury'" (*Mandarin Trading Ltd.*, 16 NY3d at 178, quoting *Lama Holding Co. v Smith Barney*, 88 NY2d 413, 421 [1996]). Where a complaint alleges fraud, "the circumstances constituting the wrong shall be stated in detail" (CPLR § 3016 [b]).

Here, as discussed above, the complaint fails to allege justifiable reliance. The Master Agreement expressly states that the Puts shall be canceled if premiums are not timely paid. To the extent that Redwood argues that it reasonably relied on statements on ETG's website referring to its put products as "non-cancelable," this argument fails. Again, it is unreasonable to allege that Redwood, as a sophisticated party, would rely on any general statements on the website in the face of such a clear statement of the terms in the Master Agreement. Accordingly, the sixth cause of action is dismissed without prejudice.

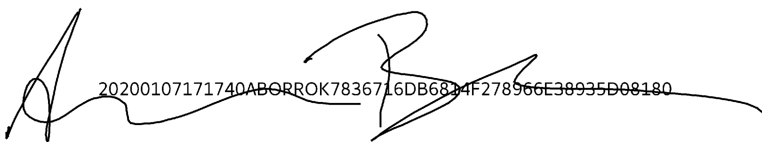
Seventh Cause of Action: Attorneys' Fees and Costs

Redwood also seeks attorneys' fees and costs. As a general rule, "a prevailing party may not collect attorneys' fees from the non-prevailing party unless such award is authorized by agreement between the parties, statute or court rule" (*TAG 380 v ComMet 380, Inc.*, 10 NY3d 507, 515-16 [2008]). Here, Redwood is not entitled to attorneys' fees based on any contract, statute, or court rule. Accordingly, the seventh cause of action is dismissed.

Accordingly, it is

ORDERED that the motion to dismiss is granted in part to the extent that the first, fifth, sixth, and seventh causes of action are dismissed and is otherwise denied; and it is further

ORDERED that ETG shall serve an answer on or before January 31, 2020.



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ANDREW BORROK, J.S.C.

CHECK ONE:	☐	CASE DISPOSED		X	NON-FINAL DISPOSITION		
	☐	GRANTED	☐ DENIED	X	GRANTED IN PART	☐	OTHER
APPLICATION:	☐	SETTLE ORDER		☐	SUBMIT ORDER		
CHECK IF APPROPRIATE:	☐	INCLUDES TRANSFER/REASSIGN		☐	FIDUCIARY APPOINTMENT	☐	REFERENCE