

2138747 Ontario Inc. v Lehman Bros. Holdings, Inc.
2020 NY Slip Op 31004(U)
April 23, 2020
Supreme Court, New York County
Docket Number: 156759/2017
Judge: Andrea Masley
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. ANDREA MASLEY PART IAS MOTION 48EFM

Justice

-----X

INDEX NO. 156759/2017

2138747 ONTARIO INC. and KERRY ADLER,

MOTION DATE

Plaintiffs,

MOTION SEQ. NO. 002 003 004

- v -

LEHMAN BROTHERS HOLDINGS, INC., LB SKYPOWER, INC., and GOODMAN'S LLP

DECISION + ORDER ON MOTION

Defendants.

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The following e-filed documents, listed by NYSCEF document number (Motion 002) 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 94, 99, 102, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 165, 166, 167, 168

were read on this motion to/for DISQUALIFY COUNSEL

The following e-filed documents, listed by NYSCEF document number (Motion 003) 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 95, 97, 100, 103, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 169, 170, 171, 172, 173, 174, 175

were read on this motion to/for DISMISS

The following e-filed documents, listed by NYSCEF document number (Motion 004) 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 96, 98, 101, 104, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187

were read on this motion to/for DISMISS

Factual and Procedural Background

In motion sequence number 002, defendant Goodmans LLP (Goodmans) moves to disqualify Ellen Werther and Ressler & Ressler from serving as plaintiffs' counsel. In motion sequence number 003, Goodmans moves, pursuant to CPLR 3211 (a)(7) and (8) and CPLR 327, to dismiss the amended complaint. In motion sequence number 004, defendants Lehman Brothers Holdings Inc. (LBHI) and LB Skypower Inc. (LB Skypower) move, pursuant to CPLR 3211 (a)(1), (3), and (7), to dismiss the amended complaint.

All the facts presented here are taken from the amended complaint, unless otherwise noted, and accepted as true (see CPLR 3211; *Children's Magical Garden, Inc. v Norfolk St. Dev., LLC*, 164 AD3d 73 [1st Dept 2018]).

Defendant LB Skypower is a Delaware corporation and a wholly-owned indirect subsidiary of defendant LBHI, also a Delaware corporation (NYSCEF Doc. No [NYSCEF] 56, Amended Complaint at ¶¶ 8, 9). LB Skypower owns 80% of nonparty Skypower Corp (Skypower), a Canadian renewal energy developer (*id.* at ¶¶13, 14).

On September 26, 2008, Skypower and LBHI, on behalf of LB Skypower¹, and nonparties Samsung C&T Corporation and Samsung America, Inc. (collectively Samsung) entered into a Non-Disclosure Agreement (NDA) (*id.* at ¶15; NYSCEF 82, NDA). Pursuant to the NDA, LB Skypower and Skypower agreed to make confidential information available to Samsung in order for Samsung to evaluate a potential transaction with LB Skypower (*id.*). Samsung was planning on entering the renewable energy business through this transaction (NYSCEF 56, Amended Complaint at ¶15). "The NDA precluded Samsung from disclosing any of the Confidential Information accessed by Samsung to any third party or using any of the Confidential Information for any purpose other than a transaction with SkyPower and LB SkyPower" (*id.* at ¶16). However, Skypower discovered that Samsung had misappropriated Skypower's confidential information and used it to launch a competing renewable energy project in violation of the NDA (*id.* at ¶17).

¹ LBHI executed the agreement "as a majority owner and financial advisor to, and on behalf of" LB Skypower (NYSCEF 82, NDA).

In 2009, Skypower² filed for bankruptcy protection in Canada under the Companies' Creditors Arrangement Act (NYSCEF 65, Wagner aff at ¶3). LBHI, the largest creditor of the Skypower estate, submitted a claim of approximately \$58 million in the bankruptcy proceeding (NYSCEF 84, Term Sheet Agreement at ¶¶1, 2). LBHI understood that Skypower and LB Skypower had valuable claims against Samsung for breach of the NDA, but was unwilling to bear the costs of prosecuting such claims (NYSCEF 56, Amended Complaint at ¶18). Thus, on October 26, 2014, LBHI, individually and on behalf of LB Skypower, entered into an agreement with plaintiff 2138747 Ontario Inc. (Ontario)³, a Canadian corporation, which was willing to pursue those claims and share in any recovery (Term Sheet Agreement) (NYSCEF 56, Amended Complaint at ¶19).

The Term Sheet Agreement included the assignment of LB Skypower's claims to Ontario (NYSCEF 84, Term Sheet Agreement). The Term Sheet Agreement defines the LB Skypower cause of action as "any claim or cause of action LB Skypower may have against Samsung arising under the NDA" (LB Cause of Action) (NYSCEF 84, Term Sheet at ¶4). The Term Sheet also provides that LBHI will assign the LB Skypower cause of action to Ontario for a \$100,000 up front payment to LBHI (*id.* at ¶5[a]). LBHI expressly warranted that it had the capacity and was authorized to consummate this transaction (*id.* at ¶8). The Term Sheet provided that "[f]rom time to time as may be reasonably requested and at the sole expense of the requesting party, each [Ontario] and [LBHI] shall execute and deliver further and other assurances and documents as may be necessary to fully give effect to the provisions of this

² While in bankruptcy proceedings, Skypower changed its name to Interwind Corp. (NYSCEF 65, Wagner aff at ¶3). Nevertheless, for the purposes of this decision, the court will refer to the corporation by its original name.

³ Plaintiff Kerry Adler is a Canadian resident who owns a majority interest in Ontario.

term sheet" (*id.* at ¶11). The Term Sheet also provides that LBHI was entitled to receive to 25% of the net recoveries obtained by Ontario (*id.* at ¶5[f]). Defendant Goodmans represented plaintiffs in this transaction (NYSCEF 56, Amended Complaint at ¶20). Plaintiffs allege that they "specifically instructed Goodmans that the LB Cause of Action, as well as all claims against Samsung held by SkyPower (the "SkyPower Claim") should be appropriately and legally assigned to Ontario Inc." (*id.*).

At the same time the parties also executed two assignment agreements: the first, pertained to the Skypower Claim, and the second, pertained to the LB Cause of Action (Assignment Agreements) (*id.* at ¶23). The Term Sheet and Assignment Agreements were signed by Christopher Mosher, a senior vice president of LBHI, with the representation that he was authorized to assign the LB Cause of Action (*id.* at ¶¶29, 36).

In 2014, Ontario commenced an action in the Supreme Court of the State of New York, New York County, against Samsung (Index No. 653270/2014), asserting the LB Cause of Action (Samsung Action) (*id.* at ¶32). Samsung moved to dismiss the action, and on August 29, 2016, the court (Oing, J.) granted Samsung's motion. Justice Oing held that "LBHI did not cause LB SkyPower to assign its claim against Samsung directly, but instead merely assigned the interest it purportedly had in this claim" (NYSCEF 108, 8/29/16 Decision and Order at 7). Justice Oing found that the "Assignment did not transfer LB SkyPower's claims against Samsung" (*id.*). Further, Justice Oing held that Delaware law did not grant LBHI the power to assign a subsidiary's claims, and that even if LB Skypower consented to this assignment, this "consent only served to ratify LBHI's transfer of LBHI's interest in the LB SkyPower claim and, as established supra, LBHI had no such direct interest to transfer" (*id.*

at 8-9). The court came to this conclusion despite Mosher's affidavit which stated that Mosher was authorized to assign the LB Cause of Action to Ontario (see *id.* at 3, 8).

On January 4, 2017, Ontario and Goodmans entered into a tolling agreement, in which the parties agreed to toll any negligence or other claims Ontario may have against Goodmans pending a determination of various New York litigation (NYSCEF 123, Tolling Agreement). Ontario filed a notice of appeal of the August 29, 2016 decision and order, but voluntarily discontinued it via a May 2017 stipulation (NYSCEF 76, 7/6/17 Order of Appellate Division, First Department). Ontario was represented by New York Counsel Bruce Ressler and Ellen Werther of Ressler & Ressler in the Samsung Action (see NYSCEF 90, Samsung Action Complaint; NYSCEF 91, Samsung Action First Amended Complaint; NYSCEF 92, Samsung Action Second Amended Complaint).

On July 27, 2017, plaintiffs commenced this action by summons with notice (NYSCEF 1, Summons with Notice). On December 20, 2017, plaintiffs filed their complaint LBHI, LB Skypower, and Mosher, asserting causes of action for breach of contract, negligent misrepresentation, breach of fiduciary duty, and unjust enrichment (NYSCEF 13, Complaint). On July 16, 2018, the parties entered into a stipulation, discontinuing the action against Mosher; the defendants also consented to plaintiffs filing an amended complaint (NYSCEF 42, So Ordered Stipulation). On July 30, 2018, plaintiffs filed an amended complaint, adding Goodmans as a defendant (NYSCEF 44, Amended Complaint). The amended complaint asserts eight causes of action for breach of contract (LBHI), negligent misrepresentation (LBHI), fraudulent misrepresentation (LBHI), breach of fiduciary duty (LBHI), unjust enrichment (LBHI), legal malpractice and negligence (Goodmans), negligent misrepresentation (Goodmans), and unjust enrichment (Goodmans) (*id.*; NYSECF 56).

Discussion

Motion Sequence Number 003 – Goodmans' Motion to Dismiss

Goodmans moves to dismiss the amended complaint on the grounds that (1) plaintiffs cannot establish jurisdiction under CPLR 302(a)(1) and (2) and the Due Process Clause of the United States Constitution and (2) Canada is the more convenient forum. If this court finds that it has jurisdiction, Goodmans seeks to dismiss the claims against it for negligent misrepresentation and unjust enrichment as duplicative of plaintiffs' legal malpractice claim.

CPLR 3211(a)(8) – Jurisdiction

On a motion to dismiss pursuant to CPLR 3211(a)(8), the plaintiff has the burden of presenting sufficient evidence, through affidavits and relevant documents, to demonstrate jurisdiction (*see Fischberg v Doucet*, 9 NY3d 375, 381 n 5 [2007]; *Copp v Ramirez*, 62 AD3d 23, 28 [1st Dept 2009], lv denied 12 NY3d 711 [2009] [burden rests on plaintiff]). However, a plaintiff opposing a pre-answer motion to dismiss pursuant to CPLR 3211(a)(8) for lack of jurisdiction "need only make a prima facie showing that personal jurisdiction exists" (*Opticare Acquisition Corp. v Castillo*, 25 AD3d 238, 243 [2d Dept 2005]).

Pursuant to CPLR 302(a)(1), a New York court may exercise personal jurisdiction over a nondomiciliary if the nondomiciliary has purposefully transacted business within the state and there is "a substantial relationship between the transaction and the claim asserted" (*Paterno v Laser Spine Inst.*, 24 NY3d 370, 376 [2014] [internal quotation marks and citation omitted]). CPLR 302(a)(1) is a "single act statute" and proof of one transaction in New York is sufficient to invoke jurisdiction, even though the defendant never enters New York, so long as the defendant's activities here were purposeful and there is a substantial relationship

between the transaction and the claim asserted" (*Kreutter v McFadden Oil Corp.*, 71 NY2d 460, 467 [1988] [citations omitted]).

"Purposeful activities are volitional acts by which the non-domiciliary avails itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws" (*Paterno v Laser Spine Inst.*, 24 NY3d at 376 [internal quotation marks and citations omitted]). "More than limited contacts are required for purposeful activities sufficient to establish that the non-domiciliary transacted business in New York" (*id.* [citation omitted]). "[A] 'substantial relationship' must be established between a defendant's transactions in New York and a plaintiff's cause of action in order to satisfy the nexus requirement of the statute" (*Johnson v Ward*, 4 NY3d 516, 519 [2005]). Thus, the cause of action must arise from the defendant's transaction in the state.

Plaintiffs retained Goodmans to represent them in the assignment transaction with LBHI, LB Skypower, and the Trustee appointed for LB Skypower in Canada. Plaintiffs allege that Goodmans negligently drafted the Term Sheet Agreement and Assignment Agreements; the drafting occurred in Canada. Plaintiffs also allege that after Samsung filed its motion to dismiss, "Goodmans ... gave repeated representation to Plaintiffs and Plaintiffs' counsel in New York, assuring them that Goodmans had properly drafted the Assignment Agreement, that it constituted a legally effective assignment" (NYSCEF 56, Amended Complaint at ¶38). Further, in his affidavit in opposition, Adler affirms that he "made clear to Goodmans that their engagement included assisting [New York counsel] in the litigation as to issues of Canadian law, particularly if the assignments and/or the validity of the claims were challenged under Canadian law in the New York litigation" (NYSCEF 121, Adler aff at ¶17).

Here, plaintiffs' claims against Goodmans are based upon events that took place in Canada, the negotiation and drafting of the Agreements. Plaintiffs have not brought a claim arising out of Goodmans' alleged assistance to plaintiffs' New York counsel in the Samsung Action. The fact that Ontario commenced an action against Samsung for breach of the NDA in New York does not establish a transaction by Goodman in New York for the purposes of CPLR 302(a)(1). Plaintiffs' causes of action against Goodmans arise solely from the Agreements drafted in Canada by a Canadian law firm for a Canadian company. Any communications Goodmans had with New York counsel in regard to the Agreements it drafted and the law they applied and/or relied on is not evidence that Goodmans projected "itself into New York to participate in any activities localized in the state or to represent [plaintiffs] during any New York transactions (*see Bank Brussels Lambert v Fiddler Gonzalez & Rodriguez*, 171 F3d 779, 788 [2d Cir 1999]). Adler's statements that he has knowledge of other transactions Goodmans performed in New York are wholly irrelevant to this analysis.

Goodmans also moves to dismiss under CPLR 302(a)(2). Plaintiffs fail to address this section of the CPLR. Instead, they assert that this court has jurisdiction pursuant to CPLR 302(a)(3). Since the burden is on plaintiffs to make a prima facie case as to jurisdiction, the court will address jurisdiction pursuant to this subsection of CPLR 302(a).

CPLR 302(a)(3) grants New York courts the power to exercise jurisdiction over a non-domiciliary who in person or by agent:

"commits a tortious act without the state causing injury to person or property within the state, except as to a cause of action for defamation of character arising from the act, if he

(i) regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in the state, or

(ii) expects or should reasonably expect the act to have consequences in the state and derives substantial revenue from interstate or international commerce".

In New York, “the situs of commercial injury is where the original critical events associated with the action or dispute took place, not where any financial loss or damages occurred” (*CRT Invs., Ltd. v BDO Seidman, LLP*, 85 AD3d 470, 472 [1st Dept 2011]; see *Magwitch, L.L.C. v Pusser’s Inc.*, 84 AD3d 529, 532 [1st Dept 2011], lv denied 18 NY3d 803 [2012]; *Storch v Vigneau*, 162 AD2d 241, 242 [1st Dept 1990] [citation omitted]). Here, as the original event that allegedly caused plaintiffs’ injury was the negotiation and drafting of the Agreements which occurred in Canada; thus, the situs of the injury is Canada (see *IMAX Corp. v Essel Group*, 154 AD3d 464, 465 [1st Dept 2017]). Plaintiffs have failed to establish jurisdiction, and therefore, the amended complaint as to Goodmans is dismissed.

Motion Sequence Number 002 - Goodmans’ Motion to Disqualify

As Goodmans is dismissed from this action, this application for relief is moot.

Motion Sequence Number 004 - LBHI and LB Skypower’s Motion to Dismiss

LBHI and LB Skypower argue that (1) Adler lacks standing to bring this action and (2) plaintiffs fail to state a cause of action for breach of contract, negligent misrepresentation, fraudulent misrepresentation, breach of fiduciary duty, and unjust enrichment. LBHI and LB Skypower also contend that Adler, as a majority shareholder of Ontario, does not have standing to bring an action alleging a separate and distinct injury from those alleged to have been suffered by Ontario.

Standing

Plaintiffs not dispute that Adler lacks standing to assert a claim separate and apart from the claims asserted by Ontario. Therefore, the individual claims asserted by Kerry Adler are dismissed.

Ontario’s Claims against LB Skypower

Ontario does not allege any claims against LB Skypower in the Amended Complaint. The Amended Complaint only alleges claims against defendants LBHI and Goodmans and the prayer for relief only seeks judgment against LBHI and Goodmans (see NYSCEF 81, Amended Complaint at 29. Thus, there is no reason to maintain this action against LB Skypower and that party is dismissed.

Ontario's Claims

On a motion to dismiss pursuant to CPLR 3211, the pleading is to be afforded a liberal construction. The court must accept the facts as alleged in the complaint as true, accord plaintiff the benefit of every possible favorable inference, and determine only whether the facts as alleged fit within any cognizable legal theory (*Morone v Morone*, 50 NY2d 481, 484 [1980]; *Rovello v Orofino Realty Co.*, 40 NY2d 633, 634 [1976]).

1. First Cause of Action - Breach of Contract

The elements of a claim for breach of contract “include the existence of a contract, the plaintiff's performance there under, the defendant's breach thereof, and resulting damages” (*Harris v Seward Park Hous. Corp.*, 79 AD3d 425, 426 [1st Dept 2010] [citation omitted]).

Here, Ontario alleges the existence of agreements between the parties (LBHI, entered into the Term Sheet and Assignment Agreement with Ontario providing for the assignment of the LB Cause of Action for valuable consideration [NYSCEF 81, Amended Complaint at ¶26]); that LBHI warranted capacity to assign to Ontario the LB Cause of Action (*id.* at ¶28); that Ontario performed under the contract (Ontario “tendered a check to LBHI in the amount of \$100,000, as consideration for the assignments of those claims” [*id.* at ¶25]); that LBHI breached the agreements (LBHI “failed to assign the LB Cause of Action”, “honor their

representations and warranties”, and take all necessary actions to ensure the assignment was valid, binding and enforceable [*id.* at ¶60]; and that Ontario was damaged as a result (*id.* at ¶61).

Accordingly, Ontario has properly alleged a breach of contract action.

All the arguments raised by LBHI and LB Skypower on this cause of action merely raise issues of fact and do not dispose of the breach of contract claim as a matter of law.

2. Second Cause of Action - Negligent Misrepresentation

“A claim for negligent misrepresentation requires the plaintiff to demonstrate (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]). “An arm's length business relationship ... is not generally considered to be the sort of confidential or fiduciary relationship that would support a cause of action for negligent misrepresentation” (*Greentech Research LLC v Wissman*, 104 AD3d 540, 540 [1st Dept 2013] [citation omitted]).

“A special relationship requires a closer degree of trust than an ordinary business relationship” (*Fleet Bank v Pine Knoll Corp.*, 290 AD2d 792, 795 [3d Dept 2002] [internal quotation marks and citation omitted]). Moreover, a negligent misrepresentation claim is precluded by a contract claim unless the “legal duty violated is ‘independent of that created by contract’” (*id.*). “A special relationship may be established by ‘persons who possess unique or specialized expertise, or who are in a special position of confidence and trust with the injured party such that reliance on the negligent misrepresentation is justified’” (*Mandarin Trading Ltd. v Wildenstein*, 16 NY3d 173, 180 [2011], quoting

Kimmell v Schaefer, 89 NY2d 257, 263 [1996]).

In the amended complaint, Ontario alleges that it had a special relationship with LBHI because LBHI was in a “unique position” to determine the scope of its authority to convey the LB Cause of Action, and the expertise to assess whether LBHI and LB SkyPower had followed their procedures “necessary to confer on LBHI the requisite corporate authority to assign the LB Cause of Action” (NYSCEF 81, Amended Complaint at ¶67). Further, Ontario alleges that “that information was uniquely available only to LBHI and was unavailable to Plaintiffs” (*id.*). However, a party having superior knowledge of its company’s business is “not the type of special knowledge or expertise that will support this claim” (*Zohar CDO 2003-1 Ltd. v Xinhua Sports & Entertainment Ltd.*, 111 AD3d 578, 579 [1st Dept 2013] [citation omitted]). Thus, this claim is dismissed.

3. Third Cause of Action – Fraudulent Misrepresentation

To state a 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 the 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” (*see Gomez-Jimenez v New York Law Sch.*, 103 AD3d 13, 17-18 [1st Dept 2012] [internal quotation marks and citation omitted]). “A cause of action for fraudulent concealment requires, in addition to the four foregoing elements, an allegation that the defendant had a duty to disclose material information and that it failed to do so” (*id.* at 18). Ontario fails to allege a duty to disclose, and thus, this claim is dismissed. The court also notes that the allegations to support this claim lack the specificity required for pleading a fraud-based claim (CPLR 3016[b]).

4. Fourth Cause of Action -Breach of Fiduciary Duty

In order to establish a breach of fiduciary duty, a plaintiff must prove the existence of a fiduciary relationship, misconduct by the defendant, and damages that were directly caused by the defendant's misconduct (see *Ozelkan v Tyree Bros. Envtl. Servs. Inc.*, 29 AD3d 877, 879 [2d Dept 2006]).

Ontario did not oppose LBHI and LB Skypower's arguments in support of dismissal of Ontario's breach of fiduciary duty cause of action. Accordingly, that claim should be dismissed.

5. Fifth Cause of Action – Unjust Enrichment

LBHI argues that Ontario's unjust enrichment claim must be dismissed because it is duplicative of its breach of contract claim.

"The existence of a valid and enforceable written contract governing a particular subject matter ordinarily precludes recovery in quasi contract for events arising out of the same subject matter" (*Clark-Fitzpatrick, Inc. v Long Is. R. Co.*, 70 NY2d 382, 388 [1987]). Here, the allegations raised in Ontario's unjust enrichment claim echo those set forth in its breach of contract claim. Thus, this claim is dismissed.

Accordingly, it is

ORDERED that Goodmans' motion to disqualify plaintiffs' counsel is moot; and it is further

ORDERED that Goodmans' motion to dismiss the amended complaint is granted and the complaint is dismissed against it with costs and disbursements as taxed by the Clerk of the Court; and it further

ORDERED that LB Skypower's motion to dismiss the amended complaint is granted and the complaint is dismissed against it with costs and disbursements as taxed by the Clerk

of the Court; and it further

ORDERED that Lehman Brothers Holdings Inc.'s motion to dismiss is granted in part to the extent that the second, third, fourth, and fifth causes of action are dismissed as well as all claims asserted by plaintiff Kerry Adler; and it is further

ORDERED that the action is severed and continued against the remaining defendant Lehman Brothers Holdings Inc; and it is further

ORDERED that the caption be amended to reflect the dismissal and that all future papers filed with the court bear the amended caption; and it is further

ORDERED that counsel for the moving party shall serve a copy of this order with notice of entry, in accordance with the procedures set forth in the Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases, upon the County Clerk and the Clerk of the Trial Support Office, who are directed to mark the court's records to reflect the change in the caption here; and it is further

ORDERED that defendant Lehman Brothers Holdings is directed to serve an answer to the complaint within 20 days after service of a copy of this order with notice of entry; and it is further

ORDERED that counsel are directed to appear for a preliminary conference in Part 48, Room 242 at 60 Centre Street on May 21,2020, at 12 noon. If 60 Centre remains closed, then the attorneys shall arrange a telephone conference and forward the call instructions to the court at SFC-Part48@nycourts.gov.

Motion Seq. No. 002 :

4/23/2020
DATE


ANDREA MASLEY, J.S.C.

CHECK ONE:

- CASE DISPOSED
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- FIDUCIARY APPOINTMENT REFERENCE

APPLICATION:

CHECK IF APPROPRIATE:

Motion Seq. No. 003 :

4/23/2020
DATE


ANDREA MASLEY, J.S.C.

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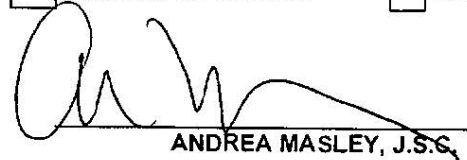
- NON-FINAL DISPOSITION
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APPLICATION:

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Motion Seq. No 004 :

4/23/2020
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ANDREA MASLEY, J.S.C.

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APPLICATION:

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