

99 Church Invs. LLC v Old Republic Ins. Co.

2020 NY Slip Op 34183(U)

December 18, 2020

Supreme Court, New York County

Docket Number: 152827/2019

Judge: Barbara Jaffe

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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: <u>HON. BARBARA JAFFE</u> <div style="text-align: right; margin-right: 100px;"><i>Justice</i></div> <p>-----X</p> <p>99 CHURCH INVESTORS LLC, TISHMAN CONSTRUCTION CORPORATION, TISHMAN CONSTRUCTION CORPORATION OF NEW YORK,</p>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">PART</td> <td>IAS MOTION 12</td> </tr> <tr> <td>INDEX NO.</td> <td><u>152827/2019</u></td> </tr> <tr> <td>MOTION DATE</td> <td>_____</td> </tr> <tr> <td>MOTION SEQ. NO.</td> <td><u>002 004</u></td> </tr> </table>	PART	IAS MOTION 12	INDEX NO.	<u>152827/2019</u>	MOTION DATE	_____	MOTION SEQ. NO.	<u>002 004</u>
PART	IAS MOTION 12								
INDEX NO.	<u>152827/2019</u>								
MOTION DATE	_____								
MOTION SEQ. NO.	<u>002 004</u>								

Plaintiffs,

- v -

OLD REPUBLIC INSURANCE COMPANY, AXIS
INSURANCE COMPANY, AMERICAN
INSURANCE COMPANY, PORT MORRIS TILE &
MARBLE CORP., WILLIAM CASTILLO, JR.,
JULISSA CASTILLO, ZURICH AMERICAN
INSURANCE COMPANY,

**DECISION + ORDER ON
MOTION**

Defendants.

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 002) 61-69, 71, 108-111, 115-122, 129, 131-136, 146

were read on this motion for summary judgment.

The following e-filed documents, listed by NYSCEF document number (Motion 004) 90-107, 130, 137-145

were read on this motion to/for summary judgment.

By notice of motion, defendant Old Republic Insurance Company moves pursuant to CPLR 3212 for an order summarily dismissing the complaint and declaring that it is not required to defend or indemnify plaintiffs in *Castillo v 99 Church Investors, et al.*, Index No. 154952/17. Plaintiffs and defendant Port Morris Tile & Marble Corp. oppose. (Mot. seq. two).

By notice of motion, plaintiffs move pursuant to CPLR 3212 for an order summarily dismissing Old Republic's second, third, eighth, tenth, and twelfth affirmative defenses, and declaring that they are entitled to be defended and indemnified by Old Republic in the

underlying action and to reimbursement for all costs and fees incurred in the underlying action. Old Republic opposes. (Mot. seq. four).

I. PERTINENT BACKGROUND

By contract dated September 26, 2013, plaintiff Tishman Construction Corporation of New York (Tishman NY), the construction manager of the project located at 99 Church Street in Manhattan, owned by plaintiff 99 Church Investors, LLC, hired defendant Port Morris Tile & Marble Corp. to complete tile and stonework. Pursuant to the contract, Port Morris was to be covered by 99 Church's owner controlled insurance program (OCIP). It also provides that final payment to Port Morris shall be made within 60 days after completion of the work in the contract. Rider A of the contract reflects that the "scope of work" includes floors 22 and 24-67. The rider also provides for "[q]uality [c]ontrol and [p]unchlist" work, and that:

[t]his Contractor as well as others will be subject to a quality control program that will include an incomplete and non-compliant work list that will be distributed at certain times in the project. This list must be addressed within the normal sequence of the project, not left to the end. The trade payment breakdown will include line items for completion of these quality control passes.

Among other items listed in the contract to be done, a "[w]ash down and cleaning of wall and floor tile is to be done immediately after installation and prior to the setting of toilet fixtures." The contract also reflects that the "Contract Price includes this Contractor returning to completed bathrooms and kitchens to repair damaged tiles. Repair all damaged materials regardless of who caused damage." (NYSCEF 62).

Pursuant to the OCIP, nonparty Ace American Insurance Company issued a policy for the project which reflects that it covers the insured for damages arising from "bodily injury" during the policy period. It also extends coverage beyond the policy period for "bodily injury" arising from "repair work" which occurs during the "extended on-going operations period." The

“extended on-going operations period” is a six-month period beginning on the date of the “completion of your work,” which, as applicable here, is defined as “[w]hen all of the work called for in your contract has been completed.” “Repair work” is defined as “the ongoing periodic inspections, corrections, repair or replacement work” at the project.

The policy also covers the “products-completed operations hazard,” which includes, as pertinent here, “bodily injury” which occurs “away from premises you own or rent and arising out of ‘your product’ or ‘your work,’” except “work that has not been completed or abandoned.” “Your work” is defined, as pertinent here, as “[w]ork or operations performed by you or on your behalf.” The policy contains an endorsement which extends the insurance provided by the “products-completed operations hazard” by six years, beginning on the date of the “completion of your work.” (NYSCEF 64). The policy under which Port Morris was enrolled was in effect from October 1, 2015 to December 31, 2016 and was not renewed.

Pursuant to the OCIP manual for the project, the project owner maintains “the right to terminate or to modify the OCIP or any portion thereof,” provided that it gives 60-days’ notice of termination to those covered. (NYSCEF 63).

Port Morris obtained from Old Republic a commercial general liability insurance policy in effect from May 14, 2016 to May 14, 2017. The policy reflects that the insurance does not apply to “‘bodily injury’ [...] arising out of any project that is or was subject to a ‘wrap-up insurance program’ in which you are or were included as an insured.” The exclusion does not apply to “‘bodily injury’ [...] arising out of your ongoing operations [...] for work being performed on a project covered by a ‘wrap-up insurance program’ after such program has terminated or expired.” The exclusion does apply, however, to “‘bodily injury’ [...] included in the ‘products-completed operations hazard’ even if you are required to provide such coverage for

an additional insured by a written contract or agreement.” The policy includes an OCIP within the definition of “wrap-up insurance program” and reflects that in the event of a claim or suit, the insured must notify Old Republic “as soon as practicable,” and the insured must “[i]mmediately” send copies of the legal papers received in connection with the suit. (NYSCEF 65).

Notes by Old Republic’s third-party administrator dated February 21, 2017, reflect that as of that date, it was aware of the Port Morris employee’s accident. (NYSCEF 103). Additional notes dated March 7, 2017, during the investigation of the claim, reflect Port Morris’s explanation that at the time of the accident, they “would most likely be doing ‘[p]unch list’ items [...] as the job is winding down.” (NYSCEF 139).

By summons and verified complaint dated May 24, 2017, the Port Morris employee commenced an action in this court against plaintiffs seeking damages for injuries he sustained on February 10, 2017, when he allegedly fell from a ladder while working on the project. (*Castillo v 99 Church Investors, et al.*, 154952/2017; NYSCEF 66).

In his verified bill of particulars dated October 27, 2017, the Port Morris employee alleges that he was injured when he fell off a ladder while polishing marble in a shower. (NYSCEF 109).

By letter dated December 19, 2017, plaintiffs sent a tender demand to Port Morris, requesting that it defend, hold harmless, and indemnify them in the underlying action. (NYSCEF 104).

By third-party summons and complaint dated January 16, 2018, plaintiffs commenced an action against Port Morris seeking common-law and contractual indemnification. (NYSCEF 97).

By letter dated June 12, 2018, ACE acknowledged that Port Morris had tendered its defense to it but denied coverage, as the policy had expired on December 31, 2016, and the

alleged date of loss was February 10, 2017. ACE also explained that the “extended on-going operations period” had not yet commenced, because the work had not yet been completed, observing that the Port Morris employee was engaged in “punch list” work. For the same reason, it also denied that the “products-completed operations hazard” extension applied. (NYSCEF 111).

By letter dated March 8, 2018, plaintiffs advised Old Republic’s third-party administrator that they had served a formal tender demand on Port Morris, but received no response, and that therefore, Port Morris was “now in default.” (NYSCEF 105).

By letter dated March 8, 2019, plaintiffs sent follow-up tender demand to Old Republic’s third-party administrator. (NYSCEF 106).

By summons and complaint dated March 18, 2019, plaintiffs commenced this action, seeking a declaration that Old Republic, defendant Axis Insurance Company, and defendant American Insurance Company must indemnify them in the underlying action, and a money judgment for all amounts expended or to be expended in their defense and indemnification in the underlying action. (NYSCEF 67).

By letter dated March 29, 2019, Old Republic’s third-party administrator advised that neither it nor Old Republic have a record of plaintiffs’ December 19, 2017 tender demand. In addition, it advised that Old Republic denied tender, as the Port Morris employee’s accident falls within the ACE policy’s 6-month extended ongoing operations coverage period, and thus, as the accident was covered by the OCIP, the Old Republic policy exclusion applies. It further reserved the right to deny coverage on other grounds. (NYSCEF 107).

By verified answer dated May 30, 2019, Old Republic advances, as pertinent here, the following affirmative defenses:

2) Plaintiffs failed to comply with conditions precedent and/or failed to comply with the terms of Old Republic's policy;

3) Plaintiffs' right of recovery is barred by doctrine of waiver and/or estoppel;

8) Plaintiffs failed to provide timely notice of the claim/suit;

10) Old Republic's policy does not provide for indemnification or defense without prior notice;

12) Plaintiffs failed to cooperate with Old Republic by failing to timely forward suit papers.

(NYSCEF 94).

By affidavit dated July 22, 2020, Tishman's project director, who was senior project manager at the time of the Port Morris employee's accident, submits the following:

- 1) an email dated December 2, 2016 from the project's insurance coordinator to Port Morris advising that the OCIP was expiring on December 31, 2016, and requesting documentation evidencing that Port Morris secured additional insured coverage under its own policy;
- 2) certificates of insurance dated December 19, 2016 and January 24, 2017 reflecting that the necessary entities were made additional insureds on Port Morris's insurance policies;
- 3) a request for change order dated December 20, 2016 seeking payment for its estimated costs for obtaining insurance coverage "[t]o complete the 59th and 65th floors, the incomplete floors and punch list;"
- 4) an email dated March 6, 2017 from Port Morris to the project's insurance coordinator in which, among other things, Port Morris acknowledges it is no longer covered by the OCIP;
- 5) a chart dated November 30, 2016, prepared by Tishman, reflecting that Port Morris's remaining work, "punchlist" and "fit-out" work, required 4,864 man-hours to complete;
- 6) punch lists dated January 10, 2017, February 17, 2017, and February 22, 2017, prepared by Tishman, reflecting that it remained for Port Morris to complete its tile/stone work: grouting, caulking, touching up stone, removing scratches and chips, and other similar work;
- 7) an invoice dated February 23, 2017, prepared by Port Morris and sent to Tishman reflecting that as of January 31, 2017, many floors still had unfinished "punchlist" work and that three floors still required non-punchlist work to be completed, including the 59th

floor on which almost none of the work had yet been completed. The invoice reflects that the contract sum is \$11,330,036 and that as of that date, Port Morris had earned \$10,583,761.40;

- 8) an invoice dated June 5, 2017, reflecting that as of April 30, 2017, most of the work required on the 59th floor, including non-punchlist work, was not yet complete;
- 9) an email dated December 5, 2017 from Tishman's project director to Port Morris in which she says:

We need to fully wrap up the following:

- Dining to living room stone portal
- Stone door casing at all swing doors and cased openings
- Saddle at bedroom #4
- All shower curbs
- Laundry top
- Tile in laundry and service area
- His and her master tops (SPI's millworker modified millwork today)

- 10) a general release dated August 27, 2018 reflecting that Port Morris acknowledged receipt of its final payment of \$1,550,000, which when added to prior payments, results in a total payment of \$15,275,946.06.

(NYSCEF 91, 116).

By affidavit dated August 27, 2020, Old Republic's third-party administrator's senior resolution manager states that the December 19, 2017 letter addressed to Port Morris was never sent to Old Republic, and that Old Republic only received notice upon the receipt of the March 8, 2019 letter. He submits claim notes made by the third-party administrator reflecting that as of December 21, 2018, there had been no tender demand to the third-party administrator or Old Republic. He states that Old Republic did not receive the summons and complaint in the underlying action until this action was commenced, and that Old Republic was prejudiced by the late notice, as it was prevented from completing an investigation, including interviewing proposed additional insureds and reviewing documents, and had it been able to control the defense, it may not have brought in Port Morris as a third-party defendant, which resulted in unnecessary legal bills. (NYSCEF 137).

II. CONTENTIONS

A. Old Republic (NYSCEF 61-69)

In support of its motion for summary judgment, Old Republic contends that the OCIP exclusion in its policy unambiguously bars coverage to plaintiffs, as they were covered under ACE's policy. It notes that Axis's motion to dismiss was granted in this matter based on a similar OCIP exclusion in its policy (NYSCEF 69), and thus, the validity and applicability of the OCIP exclusion is law of the case and plaintiffs should be precluded from arguing that it does not apply. It maintains that plaintiffs never directly tendered defense and indemnification from Old Republic, but instead commenced this action.

B. Plaintiffs (NYSCEF 90-107, 115-122)

In opposition to Old Republic's motion for summary judgment and in support of its motion for summary judgment, plaintiffs contend that Old Republic fails to demonstrate that the Port Morris employee was engaged in work qualified as "ongoing periodic inspections, corrections, repair or replacement work" performed after the completion of the work in Port Morris's contract. Rather, they argue, the evidence reflects that the work was not complete, as the Port Morris employee was engaged in punch list work.

They deny that the decision granting Axis summary judgment is law of the case, as Axis's policy excluded coverage where the project has an OCIP, regardless of whether that program remained in effect, as opposed to Old Republic's policy, under which coverage is conditioned on whether the OCIP has expired, and thus, the policies are sufficiently different.

Plaintiffs observe that although Old Republic does not specifically address untimely notice, it mentions the absence of a formal tender demand to it. They contend that they sought defense and indemnification from Old Republic through its third-party administrator, and

observe that coverage was not denied due to untimeliness. By failing to disclaim coverage on the basis of late notice in a timely fashion, plaintiffs argue that Old Republic is foreclosed from doing so. Moreover, plaintiffs contend that Port Morris's timely notice constitutes timely notice by the additional insured. Consequently, plaintiffs seek an order striking Old Republic's second, third, eighth, tenth, and twelfth affirmative defenses.

B. Port Morris (NYSCEF 108-111)

In opposition to Old Republic's motion for summary judgment, Port Morris contends that there is an issue of fact as to whether ACE's policy was in effect at the time of the accident, and whether the products-completed operations extension and extended ongoing operations period endorsements apply. Port Morris argues that Old Republic fails to demonstrate that its work was complete at the time of the accident, observing that ACE denied coverage on that basis and that payment had not been issued to Port Morris at the time of the accident.

Port Morris maintains that an issue of fact exists as to whether the Port Morris employee's polishing work at the time of his accident constituted repair work, as the activity may have fallen under a quality control punch list included in the contract. Old Republic's motion is premature, it argues, as the Port Morris employee's deposition has not been completed in the underlying action, and Old Republic has not exchanged a full and complete copy of the contract between Port Morris and 99 Church.

It denies that the decision granting Axis summary judgment is law of the case, as a motion for leave to reargue and renew is pending.

D. Old Republic's reply and opposition (NYSCEF 131-144)

In reply and in opposition to plaintiffs' motion for summary judgment, Old Republic reiterates that the Port Morris employee was performing punch list work, and thus the extended

ongoing operations endorsement applies. That the employee was performing punch list work is evidenced by its third-party administrator's investigation and the punch lists provided by plaintiffs, and it notes that with the exception of one floor of the 82-floor building, all work was completed, other than punch list items. Moreover, the evidence submitted by plaintiffs has not been authenticated through deposition testimony from either Tishman or Port Morris, and it maintains there has been no discovery from Port Morris concerning the work that was being performed at the time of its employee's accident. In addition, it contends that it is entitled to Tishman's job file regarding the work performed by Port Morris. It observes that the February 23, 2017 invoice reflects that the project was valued at \$11,330,036, yet the general release reflects total payments of \$15,275,946.06, and there is no explanation as to why the amount owed to Port Morris grew by several million dollars. Moreover, Old Republic contends that there is no explanation as to how the release is connected to the timing of Port Morris's work.

It contends that there is a question as to whether the ACE policy was properly terminated, as plaintiffs only provided 29-days' notice. Even though it is not moving for summary judgment on the basis of late notice, it maintains that its denial of coverage to plaintiffs was timely.

It contends that plaintiffs have not established that it was not prejudiced by late notice. It argues that plaintiffs did not tender their defense and indemnification to it until March 2019, two years after the accident. While plaintiffs tendered the claim and suit to Port Morris in December 2017, Old Republic was not copied on the letter, and it refers to its claims representative as evidence that it did not receive the December 19, 2017 letter. It denies that the March 8, 2018 letter to Old Republic is a proper tender letter, as it does not request coverage under the Old Republic policy, does not include the Old Republic policy number, only references an unnamed

insurance carrier that plaintiffs previously tendered defense and indemnity, which cannot be Old Republic, because plaintiffs never previously tendered to Port Morris. It maintains that that the first tender it received was the March 8, 2019 letter. It contends that it was prejudiced by late notice, as it was prevented from completing an investigation, including interviewing proposed additional insureds and reviewing documents, and had it been able to control the defense, it may not have brought in Port Morris as a third party defendant, which resulted in unnecessary legal bills.

It contends that that regardless of the failure to provide notice of the claim, Old Republic may also deny coverage due to plaintiffs' failure to provide the suit papers to Old Republic upon service in the underlying action, which it did not receive until the commencement of this action.

If it is found that issues of fact preclude granting summary judgment, Old Republic requests that its motion be held in abeyance pending further discovery.

E. Plaintiffs' reply (NYSCEF 145)

Plaintiffs deny that discovery is necessary to confirm Old Republic's coverage obligation, and contends that as it made its own motion, it concedes that there is enough evidence for a decision to be rendered. They contend that as not all of Port Morris's work was complete, regardless of how little of that work remained, ACE's policy extension does not apply. That the Port Morris employee may have been engaged in repair work is immaterial, as Port Morris's work in general was incomplete. They observe that Port Morris admits that the work was not complete.

To the extent Old Republic contends that plaintiffs gave Port Morris late notice that the OCIP was ending, plaintiffs contend that it did not hinder Port Morris's ability to obtain new insurance coverage, and Old Republic fails to demonstrate how late notice impacts Old

Republic's obligation to provide coverage.

They maintain that notice by Port Morris on February 21, 2017 constitutes timely notice by plaintiffs, and having notice of the accident, Old Republic should have begun to investigate the claim. In any event, they argue that Old Republic acknowledges having received notice on March 8, 2019 and did not disclaim coverage on timeliness grounds.

III. ANALYSIS

To prevail on a motion for summary judgment, the movant must establish, *prima facie*, its entitlement to judgment as a matter of law, providing sufficient evidence demonstrating the absence of any triable issues of fact. (*Matter of New York City Asbestos Litig.*, 33 NY3d 20, 25-26 [2019]). If this burden is met, the opponent must offer evidence in admissible form demonstrating the existence of factual issues requiring a trial; “conclusions, expressions of hope, or unsubstantiated allegations or assertions are insufficient.” (*Justinian Capital SPC v WestLB AG*, 28 NY3d 160, 168 [2016], quoting *Gilbert Frank Corp. v Fed. Ins. Co.*, 70 NY2d 966, 967 [1988]). In deciding the motion, the evidence must be viewed in the “light most favorable to the opponent of the motion and [the court] must give that party the benefit of every favorable inference.” (*O'Brien v Port Authority of New York and New Jersey*, 29 NY3d 27, 37 [2017]).

A. Timeliness of notices of claim and disclaimer

Pursuant to Insurance Law § 3420(d)(2):

If under a liability policy issued or delivered in this state, an insurer shall disclaim liability or deny coverage for death or bodily injury arising out of a motor vehicle accident or any other type of accident occurring within this state, it shall give written notice as soon as is reasonably possible of such disclaimer of liability or denial of coverage to the insured and the injured person or any other claimant.

In its March 29, 2019 denial letter, Old Republic's third-party administrator disclaimed coverage under Old Republic's policy solely on the ground that the policy excludes bodily injury

claims arising from a project that is or was subject to an OCIP, claiming that the Port Morris employee's accident fell within the ACE policy's extended ongoing operations coverage period.

As the earliest plaintiffs became aware of Old Republic's intention to disclaim coverage on grounds other than the OCIP exclusion was when Old Republic filed its verified answer on May 30, 2019, more than 60 days after Old Republic sent the denial letter, it is precluded from asserting those grounds now. (*See e.g., Vargas v City of New York*, 158 AD3d 523, 525 [1st Dept 2018] [45-day delay in disclaiming coverage untimely as a matter of law]; *W. 16th St. Tenants Corp. v Pub. Serv. Mut. Ins. Co.*, 290 AD2d 278, 279 [1st Dept 2002], *lv denied* 98 NY2d 605 [2002] [30-day delay unreasonable as a matter of law]). Moreover, although Old Republic's third-party administrator did not deny coverage on the ground of untimeliness, it acknowledges in the denial letter that the date of loss was February 10, 2017 and alleges that it never received plaintiffs' December 19, 2017 tender demand. In addition, the third-party administrator's claim notes reflect that it first became aware of the Port Morris employee's accident on February 21, 2017, and such notice by Port Morris constitutes sufficient notice by plaintiffs (*see Am. Home Assur. Co. v BFC Const. Corp.*, 81 AD3d 545, 545–546 [1st Dept 2011] [primary insured's timely notice of claim constituted timely notice of claim involving additional insured]). Consequently, the alleged untimeliness of plaintiffs' notice and service of legal papers was readily apparent to Old Republic and it is precluded from denying coverage on those grounds as a matter of law. (*See e.g. City of New York v Greenwich Ins. Co.*, 95 AD3d 732, 733 [1st Dept 2012] [although timeliness of disclaimer generally presents factual question, where basis for disclaimer was, or should have been, readily apparent before onset of delay, any explanation by insurer for its delay is insufficient as matter of law]).

B. Old Republic's coverage obligation

Old Republic's policy reflects that the exclusion of coverage for projects that are or were subject to an OCIP does not apply to bodily injury claims arising out of work performed on a project covered by an OCIP after it has terminated or expired. As it is undisputed that ACE's policy period ended on December 31, 2016, the pertinent question is whether coverage was extended through ACE's policy endorsements.

Neither the extended on-going operations coverage endorsement nor the products-completed operations extension endorsements apply unless all of the work called for in the pertinent contracts has been completed, regardless of which type of work was being performed by the alleged claimant at the time of his accident. While there may be issues of fact as to whether the punch list work Port Morris was performing constitutes repair work or is evidence that all of the work called for in the contract was not complete, plaintiffs nevertheless demonstrate that Port Morris did not complete all of its contractual work, per Port Morris's invoice reflecting that as of April 30, 2017, most of its work on the 59th floor was not completed. Thus, they establish *prima facie* that ACE's policy does not cover the Port Morris employee's accident and that the Old Republic policy's OCIP exclusion does not apply.

That the amount of work remaining under the contract may have been minimal relative to the size of the project is immaterial, as the ACE policy is clear that all of the work called for in the contract must be completed before the extended coverage endorsements apply. While Old Republic contends that Port Morris has not authenticated the invoice which reflects that the work was not complete, it does not deny its authenticity, and moreover, Tishman's project director submits it as part of her sworn affidavit in which she states that Port Morris had prepared and sent it to Tishman, and thus, it is sufficient evidence to satisfy plaintiffs' *prima facie* burden. Old

Republic’s claim that further discovery is necessary is conclusory, and it fails to demonstrate how additional discovery might lead to relevant evidence. (*Yu Mei Liu v. Weihong Liu*, 163 AD3d 611, 613 [2d Dept 2018]).

As the Axis policy’s OCIP exclusion materially differs from that in Old Republic’s policy, the decision granting summary judgment to Axis is not law of the case and does not preclude plaintiffs from contesting the applicability of the Old Republic policy’s OCIP exclusion.

IV. CONCLUSION


Accordingly, it is hereby

ORDERED, that defendant Old Republic Insurance Company’s motion for summary judgment is denied in its entirety (motion sequence two); it is further

ORDERED, that plaintiffs’ motion for summary judgment as to its claims against defendant Old Republic Insurance Company is granted in its entirety, and defendant is required to indemnify, defend, and reimburse plaintiffs for fees and costs in *Castillo v 99 Church Investors, et al.* (Index No. 154952/2017) (motion sequence four); and it is further

ORDERED, that the Clerk is directed to enter judgment accordingly.

12/18/2020
DATE


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BARBARA JAFFE, J.S.C.

CHECK ONE:	<input type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> DENIED	<input checked="" type="checkbox"/> NON-FINAL DISPOSITION	
	<input type="checkbox"/> GRANTED		<input type="checkbox"/> GRANTED IN PART	<input checked="" type="checkbox"/> OTHER
APPLICATION:	<input type="checkbox"/> SETTLE ORDER		<input type="checkbox"/> SUBMIT ORDER	
CHECK IF APPROPRIATE:	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN		<input type="checkbox"/> FIDUCIARY APPOINTMENT	<input type="checkbox"/> REFERENCE