SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. DAVID BENJAMIN COHEN **PART** IAS MOTION 58EFM

Justice

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INDEX NO. 152267/2015

MEGHAN BROWN,

Plaintiff,

MOT. SEQ. NOS. 004, 005, & 006

- v -

271 MADISON CO., FOX GLASS OF BROOKLYN, INC., and BRONX WESTCHESTER TEMPERING, INC.,

DECISION + ORDER ON MOTION

Defendants.

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The following e-filed documents, listed by NYSCEF document number (Motion 004) 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 110, 111, 153, 154, 167, 174

were read on this motion to/for SUMMARY JUDGMENT.

The following e-filed documents, listed by NYSCEF document number (Motion 005) 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 155, 166, 168, 172, 173

were read on this motion to/for SUMMARY JUDGMENT.

The following e-filed documents, listed by NYSCEF document number (Motion 006) 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 169, 170, 171

were read on this motion to/for SUMMARY JUDGMENT.

In this personal injury action commenced by plaintiff Meghan Brown: 1) defendant Fox Glass of Brooklyn, Inc. ("Fox") moves (motion sequence 004), pursuant to CPLR 3212, for summary judgment dismissing the complaint and all cross claims against it; 2) defendant Bronx Westchester Tempering, Inc. ("BWT") moves (motion sequence 005), pursuant to CPLR 3212, for summary judgment dismissing the complaint and all cross claims against it; and 3) defendant 271 Madison Co. ("271") moves (motion sequence 006), pursuant to CPLR 3212, for summary judgment dismissing the complaint and all cross claims against it. Plaintiff opposes the motion by 271 and partially opposes the motion by BWT. After oral argument, consideration of the

parties' motion papers, as well as a review of the relevant statutes and case law, the motions are decided as follows.

FACTUAL AND PROCEDURAL BACKGROUND

This case arises from an incident on February 2, 2015 in which plaintiff was allegedly injured when a glass entrance door to 271 Madison Avenue, New York, NY ("the premises" or "the building") shattered. Plaintiff thereafter commenced the captioned action against 271, the owner of the building, by filing a summons and complaint on March 6, 2015. Doc. 1. 271 joined issue by its answer filed June 22, 2015. Doc. 7.

In her bill of particulars dated July 19, 2015, plaintiff alleged, inter alia, that, on February 2, 2015, she was injured in the entryway of the premises while leaving the building when a glass door "shattered on top of her." Doc. 46 at par. 4. She claimed that she was injured due to "fractures and/or weaknesses in the glass" door; that the door were not properly installed, maintained, serviced, repaired and/or inspected; and that the door was in a condition allowing it to "shatter with ordinary usage." Id. at par. 3. She further claimed that 271 was negligent in its operation, inspection, maintenance, repair, and service of the door and that inspection of the glass would have revealed chips, weaknesses, and other defects which could have caused the door to shatter. Id. at par. 5. Plaintiff also alleged that 271 had actual and constructive notice of the condition and that the doctrine of res ipsa loquitur is applicable herein. Id. at par. 5.

A preliminary conference was conducted in this matter on October 2, 2015. Doc. 20. The preliminary conference order directed, inter alia, that plaintiff was permitted to amend the complaint to name Fox and BWT as additional defendants. Id. On February 8, 2016, plaintiff filed an amended complaint naming 271, Fox and BWT as defendants. Doc. 22. In the amended complaint, plaintiff alleged that Fox and BWT were "responsible for the installation, fabrication,

service, maintenance, repair, inspection and/or upkeep of the entry doors" to the premises. Doc. 22 at pars. 7-8.

On or about March 1, 2016, BWT joined issue by filing its answer, in which it denied all substantive allegations of wrongdoing, asserted various affirmative defenses, and cross-claimed against 271 and Fox for contribution, common-law and contractual indemnification, and breach of contract to procure insurance. Doc. 45. On March 3, 2016, 271 filed an answer to the amended complaint, in which it denied all substantive allegations of wrongdoing, asserted various affirmative defenses, and interposed cross claims against Fox and BWT sounding in contribution and common-law indemnification. Doc. 23. Fox filed its answer to the amended complaint on March 30, 2016, denying all substantive allegations of wrongdoing and asserting various affirmative defenses. Doc. 25.

In June 2016, plaintiff served a bill of particulars against Fox which substantially reiterated the claims made in the bill of particulars against 271. Doc. 96.

Plaintiff filed a note of issue and certificate of readiness on December 12, 2019. Doc. 83.

At her deposition, plaintiff testified that, on February 2, 2015, she finished a physical therapy appointment at the premises and, as she was leaving the building, attempted to open one of the two glass doors to the building in order to exit to the street. Doc. 98 at 61-66. She did not recall whether the door she used had a handle. Id. at 68-69. After she had partially opened the door, the glass on the door broke and struck her. Id. at 67-68. Although she had been to physical therapy in the building on numerous prior occasions, she never had a problem with the door, did not know of anyone who had such a problem, and never complained about the door. Id. at 69-70. Nor did she observe any cracks or fractures in the glass on those occasions. Id. at 72.

Nelson Santos, the superintendent at the premises, testified at his deposition that he performed maintenance and supervised the building's staff, which consisted of nine workers including porters and maintenance workers. Doc. 99 at 11-12. Neither he nor his staff performed any mechanical work on the door prior to the accident and he could not remember who, if anyone, did so. Id. at 25-26. Santos routinely inspected the building in an attempt to ascertain whether a particular mechanical system was not functioning or a hazard existed. Id. at 29-30. This included ensuring that the doors to the premises were safe. Id. at 217-218. On the day of the incident, he used the door which injured plaintiff to enter the building. Id. at 54-55. The doors were usually cleaned by the building staff 2-3 times per day, in the morning and afternoon, depending on how dirty they were. Id. at 130. Door checks or pivots had been repaired prior the accident, but Santos was not sure which door was repaired and did not recall any specific problem with the door checks or pivots. Id. at 145, 149-150.[1]

Santos did not remember any problem with the door closing, or any repairs to parts of the door, before the incident. Id. at 85, 149-150. He never saw any cracks or imperfections in the door prior to the incident and had no idea why the glass on the door broke. Id. at 86, 225.

Although Santos testified that Fox replaced the glass on one of the entrance doors on July 29, 2014 and on another occasion prior to the accident, he was not certain which of the doors was repaired. Id. at 99-102. Both of those prior incidents involved the glass shattering as it did on the date of the incident. Id. at 102. After the glass was replaced on those prior occasions, he inspected the door to ensure that it was functioning properly. Id. at 170-174. Santos did not complain about the glass placed in the door between the date it was replaced in 2014 until the

[1] According to Santos, a door check "sits at the bottom of [a] door, and closes [a] door after it's been opened" (Id. at 84) and a door pivot is something on which a door swings. Id. at 83.

date of the incident. Id. at 220. Additionally, he did not recall any of the building's cleaning employees reporting a problem with the door before the incident. Id. at 224-225.

A surveillance camera in the lobby at the premises recorded the accident and Santos identified the video as that which he obtained from the camera on the day after the incident. Id. at 16-19, 258.

Patricia Irigoyen, a receptionist for J.C. Dwight ("Dwight"), which was located at the premises and handled the accounts payable for the building, was not aware of any incidents involving the glass doors in the lobby of the premises. Doc. 101 at 9, 12, 36, 68. Irigoyen said that Regency Realty was the management company for the building and Robert Mehlman was the building's managing agent. Id. at par. 69.

Prior to the incident, Irigoyen had seen Santos' staff cleaning the windows, but could not recall seeing them performing any work on the doors. Id. at 40-41. Irigoyen worked in the building and, although she used the door in question many times, she did not recall seeing any repairs being done on the door and had no trouble using the door prior to the incident. Id. at 52-54.

George Zachareas, the owner and president of Fox, testified on behalf of that entity. Doc. 102 at 7. Zachareas, who himself replaces glass doors, said that Fox had replaced a glass door at the premises in 2010 and July 2014. Id. at 15-20, 62. Although an invoice was generated for the replacement of a glass door in 2010, Zachareas, who has never been to the building, was not certain whether the left or right front entrance door was replaced at that time. Id. at 22. Nor did he know which door was replaced in 2014. Id. at 62-63. He was certain, however, that BWT did not manufacture the door replaced in 2010. Id. at 35. Fox picked up the door installed in July 2014 from BWT, which manufactured it, and then Fox installed it at the building. Id. at 45. He

was never told of any problem with the installation of the door at the premises in 2014. Id. at 46. Additionally, Zachareas did not know why the glass door broke in either 2010 or 2014. Id. at 67.

According to Zachareas, when the glass doors were replaced, Fox took the hardware from the door, such as the bottom shoe and the door handle, took measurements, and made a sketch of the door to be replaced. Id. at 40. The sketch and the hardware were then sent to BWT, which made the tempered glass door. Id. at 11-14, 76. BWT also installed the hardware on the glass. Id. at 76. Zachareas defined tempered glass as a type which is "heated in an oven", is "safety glass", and is designed to break into small pieces to avoid severe injuries. Id. at 34. Prior to installing the new door, Fox would inspect the glass for "dots", "chips", "pits" and "scratches", although scratches would not cause a structural defect in the glass. Id. at 74, 77-78. Nor was he aware of any other structural defects in the glass which could have caused it to shatter. Id. at 103. The new door was then installed by Fox, which checked to ensure that it closed properly. Id. at 69-70. Fox had no records which would indicate whether the door which broke in 2010 was the same door which broke in 2014. Id. at 73-74.

As of 2014, Fox did not have anyone checking the quality of the installations it made. Id. at 72. Additionally, Zachareas admitted that, in choosing the type of glass for the door, it did not consider the number of times the door would be used each day. Id. at 80.

Zachareas watched a videotape of the occurrence (Doc. 100) and said that it depicted a woman pushing the door, which door then "exploded". Id. at 24.[2] Although he initially stated that he had no idea why the door exploded (Id. at 24), he then said that "the closure can lock up on the floor" and that if someone then pushed the door, it would be "tight" and the glass could

[2] The footage of the incident shows plaintiff pushing the center of the glass door without using the door handle and, as she pushed the door, an unknown individual came and pushed the center of the door. The glass then broke into small pieces. Doc. 100.

break. Id. at 83. He said that a closure can be broken inside as a result of "not being maintenanced [sic]". Id. at 83-84. He opined that, considering how many people used the door, the closure should have been maintained at least once a year. Id. at 84, 109. However, 271 never called Fox to inspect or maintain the door and Zachareas was not sure which company, if any, performed such maintenance. Id. at 86-87, 112-113. Fox did not inspect the closure device when it replaced the door in 2014, but insisted that the door was working perfectly when it was installed at that time. Id. at 111.

Maintenance was also needed for the I-beam which pivoted down and attached to the top of the door. Id. at 88-89, 109. Zachareas said that, if that I-beam malfunctioned, the door could fall off. Id. at 88-89. Fox had no records reflecting that the pivot had been maintained and Zachareas maintained that he did not know whether the pivot contributed to the glass shattering on the day of the incident. Id. at 89. If maintenance was not performed, the door could break during foreseeable use. Id. at 105, 109-110.

Zachareas never received any complaints from 271 about the door it installed in 2014. Id. at 107. An invoice submitted in support of Fox's motion confirms that the door was installed on July 29, 2014. Doc. 104.

Myles Kehoe, an owner of BWT, testified at his deposition on behalf of that entity that BWT purchased the glass for the door from a glass manufacturer and then fabricated it to 271's specifications and tempered it. Doc. 105 at 14-15, 88. BWT's purchase order is annexed to Fox's motion. Doc. 106. Kehoe explained that the tempering of glass is a "heat strengthening process" performed as a safety procedure so that the glass breaks up into "small square pieces, rather than shards." Id. at 11. After glass is tempered, it is checked for wet spots, smudges, bubbling and any other imperfections, although bubbles, dirt and dust do not affect the structural

integrity of glass. Id. at 31-32, 61. Kehoe reviewed the footage of the accident (Doc. 100) and opined that the glass shattered into small pieces as it was designed to. Id. at 47, 74-75.

The footage of the incident (Doc. 100) shows plaintiff pushing the center of the glass door without using the door handle and, as she pushed the door, an unknown individual came and pushed the center of the door. The glass then broke into small pieces.

Defendants Fox, BWT, and 271 now move, pursuant to CPLR 3212, for summary judgment dismissing the complaint and all cross claims against them (motion sequences 004, 005 and 006, respectively).

In support of its motion, Fox argues that it did not cause or contribute to the shattering of the glass door. Doc. 88. Fox relies on the affidavit of A. William Lingnell, P.E., a civil engineer, who opines that there is no evidence that Fox negligently installed the door. Doc. 108.

BWT argues that it is entitled to summary judgment dismissing all claims and cross claims against it, which are limited to allegations regarding the tempering of the glass used to make the door, since the evidence, including the video showing that the glass broke into very small pieces, establishes that the glass was properly tempered. Doc. 115. Additionally, BWT asserts that the claims against it must be dismissed since it did not owe a duty to plaintiff. Id.

Dr. Jerry Weinstein, an expert with a doctorate in ceramic science and engineering, submits an affidavit in support of BWT's motion in which he opines that the tempered glass supplied by BWT complied with industry standards, including those promulgated by the Consumer Product Safety Commission and American National Standards Institute. Doc. 124. He further states that the glass broke into small pieces at the time of the plaintiff's accident, thereby reflecting that it was properly tempered. Id.

271 argues that it is entitled to summary judgment dismissing the complaint and all cross claims against it. Doc. 128. In support of its motion, 271 submits the affidavit of Eugene Negrin, president of Galaxy Glass and Stone, a manufacturer and installer of architectural glass, who has been in the glass industry for 45 years, has "special expertise" in the manufacture and installation of glass, and has been recognized as an expert in glazing in New York State courts. Doc. 150. Negrin opines that there is no evidence that the door was cracked, chipped, flawed or otherwise defective prior to the accident. Doc. 150 at par. 11. He further states that the door did not violate any law, code, rule or regulation. Additionally, he maintains that "the cause of the door breaking was plaintiff and another unknown individual simultaneously pushing on the center of the glass." Id. at par. 14. Negrin further asserts that any opinion by plaintiff's expert regarding the cause of the incident will be speculative since the expert did not have the opportunity to inspect the door which broke and thus has no basis on which to conclude that it had a defect. Id. at par. 17. He concludes, within a reasonable degree of scientific and professional certainty, that 271 was not negligent. Id. at par. 15.

In opposition, plaintiff argues that 271 failed to establish its prima facie entitlement to summary judgment. Doc. 157. Alternatively, plaintiff asserts that, if 271 did make such a showing, its motion must be denied given that issues of fact exist regarding whether 271 had constructive notice of the defect in the glass and/or should have conducted inspections of the glass. Id. Further, plaintiff asserts that issues of fact exist regarding whether the doctrine of res ipsa loquitur is applicable to the facts herein. Id.

In support of its arguments, plaintiff relies on the affidavit of Ashutosh Goel, Ph.D., a Professor of Materials Science and Engineering at Rutgers University. Doc. 158. According to Dr. Goel, the footage of the incident shows that, when plaintiff was exiting the premises, "she

leaned into the left door with her left arm/shoulder to push it open, and a gentleman walking behind her put his left hand out above her and against the center of the glass door to help her push it open" and that, as he did so, the door shattered. Doc. 158 at par. 5. He opines, within a reasonable degree of engineering and scientific certainty, that: the pressure applied by the unknown man would have been insufficient on its own to cause the glass to shatter; the glass had a "subcritical flaw" where the man pushed the door (as evidenced by the fact that the unknown man made a hole in the glass where he pushed the door); the flaw was approximately 1 cm long and existed for days, if not weeks, prior to the accident; and that it would have been "impossible for the force applied by a man's hand on the door to cause the glass to fracture unless a flaw of at least several millimeters in length and visible with the naked eye was not already present on the surface of the glass at the point where the man's hand pushed it." Id. at pars. 10, 12, 15-17.

Dr. Goel states that "[t]empered glass is glass that is treated thermally or chemically to make it stronger and to cause the glass to shatter into small particles without sharp edges (as opposed to large pieces of glass with sharp edges) when it is fractured"; that tempering glass "produces compressive stress on the surface of the glass that increases the strength of the glass"; and that "the glass door [which allegedly injured plaintiff] was tempered thermally, using heat. Id. at par. 7. According to Dr. Goel, the glass was not under-tempered since it would not have shattered into small pieces if it had been. Id. at par. 25. Dr. Goel further opines that "if th[e] glass had been over-tempered, it would not have survived six months and would have fractured during either transportation, installation or within a few days or weeks of everyday usage." Id. at par. 25.

Dr. Goel further notes that, although Negrin stated in his report of February 24, 2020 that the building staff was "tasked with visually inspecting the doors to identify if there are any chips

or scratches on the surface of the glass of the edges of said glass," he was silent on this point in his affidavit in support of the motion, and there is no evidence that any such inspections were performed. Id. at par. 18; Doc. 151. Additionally, Dr. Goel said that "[i]t is a highly unusual occurrence for tempered glass doors to fracture." Id. at par. 21.

Dr. Goel further stated that, although Negrin said that he was unable to see any defect in the glass while watching footage of the incident, such small imperfections would not have been visible from the video. Doc. 158 at par. 22. Finally, Dr. Goel opined that the door did not shatter as a result of improper installation.

Neither plaintiff, 271, nor BWT oppose Fox's motion seeking dismissal of the complaint and all cross claims against it. In fact, plaintiff concedes that "there is no evidence that [Fox] caused the defect that resulted in th[e] glass door fracturing." Doc. 157 at par. 8.

Plaintiff does not oppose BWT's motion insofar as it seeks summary judgment on the ground that the glass was not under-tempered, since Goel represents that the glass would not have shattered into small pieces had it been under-tempered. Doc. 157 at par. 80. However, plaintiff submits "conditional opposition" to BWT's motion, arguing that BWT's motion should only be denied if this Court finds that an issue of fact exists regarding whether the incident occurred due to over-tempering of the glass. Id. at pars. 80-82.

In reply, 271 argues that it did not create or have notice of the alleged condition, that Dr. Goel's affidavit is speculative, that res ipsa loquitur does not apply herein, and that plaintiff failed to raise an issue of fact warranting denial of its motion. Doc. 170.

LEGAL CONCLUSIONS

The "proponent of a summary judgment motion 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" (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]). "Failure to make such showing requires a denial of the motion, regardless of the sufficiency of the opposing papers" (*Winegrad v New York Univ. Med. Center*, 64 NY2d 851, 853 [1985]). "Once this showing has been made, however, the burden shifts to the party opposing the motion for summary judgment to produce evidentiary proof in admissible form sufficient to establish the existence of material issues of fact which require a trial of the action" (*Alvarez*, 68 NY2d at 324, citing *Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]). It is well settled that "summary judgment is rarely appropriate in a negligence action" (*Roter v Wexler*, 195 AD2d 323, 324 [1st Dept 1993] [citation omitted]).

Fox's Motion (Sequence No. 004)

Fox has established its prima facie entitlement to summary judgment by submitting the testimony of Zachareas, who testified, inter alia, that he received no complaints about the door after it was installed, as well as Lingnell's affidavit attesting to the fact that Fox did not cause or contribute to plaintiff's accident. As noted previously, Fox's motion is unopposed and, therefore, it is granted in all respects and all claims against Fox are dismissed.

BWT's Motion (Sequence No. 005)

BWT has established its prima facie entitlement to summary judgment by submitting the affidavit of Dr. Weinstein, who attests to the fact that the glass door was properly tempered. As noted above, the motion was unopposed insofar as BWT argued that the glass was not under-tempered, and plaintiff opposed the motion to the extent this Court considered finding an issue of fact regarding whether the glass was over-tempered. However, given Dr. Goel's concession that, had the glass been over-tempered, "it would not have [lasted] six months and would have fractured during either transportation, installation or within a few days or weeks of everyday

usage", it is evident that the glass was not over-tempered. Doc. 158 at par. 25. Thus, BWT's motion is granted and all claims against it are dismissed.

271's Motion (Sequence No. 006)

271 has established its prima facie entitlement to summary judgment by submitting: 1) the testimony of plaintiff, who admitted that she never had any problem opening the door during the numerous prior occasions on which she used it, that she never noticed any defect in the glass, and never complained to anyone about the door prior to the incident; 2) Santos' testimony that he never saw any cracks or imperfections in the door prior to the incident and that the cleaning staff never reported any such problems to him; and 3) Negrin's affidavit, in which he attested, based on the video, that the glass shattered because plaintiff and an unknown individual pushed on it.

In opposition, plaintiff raised an issue of fact regarding constructive notice by submitting Dr. Goel's affidavit, in which he stated, inter alia, that: 1) the glass would not have shattered from plaintiff and the unknown individual pushing it unless it had a "subcritical flaw" approximately 9.4 millimeters in length which would have been visible to the naked eye at the point where the man pushed it; 2) the flaw would initially have been microscopic and grew, over the course of several days or weeks, to nearly one centimeter; and 3) since Santos checked the building for any hazardous conditions and the building staff cleaned the door 2-3 times per day, in the morning and afternoon, it should have detected the defect in the glass, especially since one or both of the glass doors had shattered in 2010 and 2014 *(Hermina v 2050 Valentine Ave. LLC.*, 120 AD3d 1131, 1132 [1st Dept 2014] [citations omitted] [triable issues of fact existed regarding whether defendants, owners and managers of a building, had constructive notice that a window was in defective condition where they were aware of prior similar problems with the same window as well as others in the building]; *Radnay v 1036 Park Corp.*, 17 AD3d 106, 108 [1st

Dept 2005] [citation omitted] [triable issue of fact regarding constructive notice existed based on a similar hazardous condition known to have existed prior to the accident]).

Additionally, an issue of fact exists regarding the applicability of the doctrine of res ipsa loquitur under the circumstances of this case (*See Wilkins v West Harlem Group Assistance, Inc.*, 167 AD3d 414, 415 [1st Dept 2018]). In order to invoke the doctrine, a plaintiff must demonstrate that the "event is the kind which ordinarily does not occur in the absence of negligence, that it was caused by an agency or instrumentality within the exclusive control of the defendant, and [that] it was not due to any voluntary action or contribution on the part of the plaintiff" (*Wilkins*, 167 AD3d at 415 [citation omitted]).

In *Wilkins*, plaintiff opened a window while changing in a locker room. When he attempted to close the window, the entire window structure came out and crashed over plaintiff's head. The Appellate Division, First Department held that an issue of fact existed with respect to the applicability of the doctrine of res ipsa loquitur, reasoning that "'common experience' dictates that a window being shut does not simply fall out absent negligence." *Wilkins*, 167 AD3d at 415. The court further reasoned that an issue of fact existed regarding "whether plaintiff did something to contribute to the window falling on him." Id. Applying these principles to the captioned action, common sense and experience suggest that, in the absence of negligence, a glass door would be highly unlikely to shatter simply from being pushed open. Additionally, since plaintiff pushed the door open with her arm and shoulder, instead of using the door handle, an issue of fact exists regarding whether her actions caused or contributed to the occurrence.

Accordingly, it is hereby:

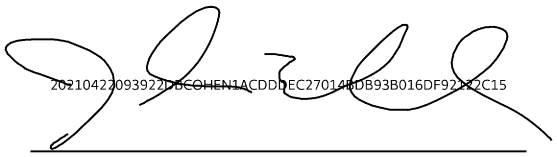
ORDERED that the motion by defendant Fox Glass of Brooklyn, Inc. for summary judgment pursuant to CPLR 3212 dismissing the complaint and all cross claims against it (motion sequence 004) is granted; and it is further

ORDERED that the motion by defendant Bronx Westchester Tempering, Inc. for summary judgment pursuant to CPLR 3212 dismissing the complaint and all cross claims against it (motion sequence 005) is granted; and it is further

ORDERED that the motion for summary judgment by defendant 271 Madison Co. for summary judgment dismissing the complaint and all cross claims against it (motion sequence 006) is denied in all respects; and it is further

ORDERED that the said claims and cross claims against defendants Fox Glass of Brooklyn, Inc. and Bronx Westchester Tempering, Inc. are severed and the balance of the action shall continue; and it is further

ORDERED that the Clerk of the Court shall enter judgment in favor of defendants Fox Glass of Brooklyn, Inc. and Bronx Westchester Tempering, Inc. dismissing the claims and cross claims made against them in this action, together with costs and disbursements to be taxed by the Clerk upon submission of an appropriate bill of costs.



4/22/2021
DATE

DAVID BENJAMIN COHEN, 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