

Astra Pac. Outdoor, Inc. v Jergil Mfg. Corp.
2021 NY Slip Op 31747(U)
May 21, 2021
Supreme Court, New York County
Docket Number: 655599/2016
Judge: Carol R. Edmead
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. CAROL R. EDMEAD PART IAS MOTION 35EFM

Justice

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ASTRA PACIFIC OUTDOOR, INNC.,
Plaintiff,

- v -

JERGIL MFG. CORP., 516 EIGHTH AVENUE BORROWER
LLC, WALTER & SAMUELS INC.

Defendant.

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INDEX NO. 655599/2016
MOTION DATE 02/07/2020
MOTION SEQ. NO. 006

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 006) 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 100, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 122, 123, 124, 125, 126

were read on this motion to/for RESTORE.

Upon the foregoing documents, it is hereby

ORDERED that Plaintiff Astra Pacific Outdoor LLC's motion to restore this action (Mot. Seq. 006) is granted; and it is further

ORDERED that this action is restored; and it is further

ORDERED that counsel for Plaintiff shall serve a copy of this Order with Notice of Entry within twenty (20) days of entry on counsel for all parties.

MEMORANDUM DECISION

Plaintiff Astra Pacific Outdoor LLC (“Astra”) seeks to restore this action which was previously dismissed by this Court without prejudice in an order dated May 7, 2019 (the “May 2019 Order”) by reason of Astra’s failure to comply with reasonable document requests (NYSCEF doc No. 85). Astra asserts that it has now produced all responsive documents in its possession and should now be deemed to be in compliance with the May 2019 Order.

Defendants Jergil Manufacturing Corp. (“Jergil”) and 516 Eighth Avenue Borrower LLC (“516 Eighth”) oppose the motion on the ground that Astra destroyed relevant evidence, made no showing of a meritorious cause of action and is not permitted to maintain this action by reason of the suspension of its authority to conduct business in New York.¹

BACKGROUND FACTS

The Lease Agreement

On October 28, 2008, Astra entered into a lease agreement with Jergil (the “Lease Agreement”) for the west facing façade of 516 8th Avenue, New York, NY 1008 (the “Sign Premises”; *see* NYSCEF doc No. 103). The term of the lease was 15 years. The Lease Agreement provided that Astra “may not assign, sublet or underlet its interest in all or any part of the [Sign Premises] without [Jergil’s] prior written approval, which shall not be unreasonably withheld.” (*Id.*, p. 6, Art. 15)

¹ The suspension has been rectified. Astra subsequently submitted a copy of its active registration with the Secretary of State of New York.

The Dispute

On October 30, 2015, Astra entered into a letter of intent to sell itself, including the Lease Agreement, to AllOver Media LLC (“AllOver Media”). On March 3, 2016, Astra requested that Jergil consent to the assignment of Astra’s rights under the Lease Agreement to AllOver Media.

On March 9, 2016, Astra finalized the sale of its assets to AllOver Media in an asset purchase agreement of the same date (the “Purchase Agreement”; NYSCEF doc No. 1, ¶ 10). Astra alleges that the Purchase Agreement required, as a condition to closing, that Astra obtain and deliver written assignments of its real property, including the Lease Agreement with Jergil (*Id.*, ¶ 11). As Jergil refused to give said consent, Astra alleges that AllOver Media withheld \$650,000 of the sale proceeds until Astra was able to obtain and deliver the assignment of the Lease Agreement (*Id.*, ¶ 15). Astra further alleges that it was given twelve months from closing to deliver the approval of the assignment under penalty of forfeiture of the \$650,000 proceeds (*Id.*, ¶ 16).

On March 14, 2016, Jergil advised Astra that it “has elected not to grant its consent to [the] Assignment.” (*Id.*, p. 1) Counsel for parties participated in a telephonic conference on the same day to discuss Astra’s request but a resolution was not reached.

On March 22, 2016, Astra sent Jergil a letter putting the latter on notice that “Astra [] considers Jergil to be in breach of the [Lease] Agreement and demands that Jergil immediately cure that breach by consenting to the assignment of [Astra’s] interest in the [Lease] Agreement to AllOver Media.” (NYSCEF doc No. 119, p. 6)

In a letter dated March 29, 2016, Jergil responded to Astra, setting forth the reasons why Jergil withheld its consent to the assignment, to wit: (i) Astra’s non-payment of amounts due to Empire Erectors, the contractors who allegedly erected the sign on the Property; (ii) unpaid late fees and legal fees incurred by Jergil when it commenced actions against Astra for late rental

payments; (iii) Astra's failure to provide insurance coverage and additional security required under the Lease Agreement; and (iv) Astra's principal's engagement in a "course of harassment, including, but not limited to, verbal threat with obscene language" which "raises serious questions about whether or not [Ms Rodriguez] can manage he sign on the Building going forward (despite the sale." (*Id.*, pp 7-8)

On March 30, 2016, Jergil sold the Property to 516 Eighth who, in a letter dated April 12, 2016, notified Astra of Astra's alleged defaults under the Lease Agreements (the "Notice of Default"; NYSCEF doc No. 102, ¶ 8). 516 Eighth then commenced a holdover proceeding (the "Holdover Proceeding") but the same was dismissed (*Id.*). A subsequent action by 516 Eighth for non-payment of rents eventually dispossessed Astra possession of the Sign Premises (*Id.*).

This Proceeding

On October 20, 2016, Astra commenced this proceeding, claiming breach of contract against Jergil and tortious interference against 516 Eighth. Astra seeks damages of no less than \$650,000, plus interest and attorney's fees.

In a Preliminary Conference Order dated May 30, 2017, this Court directed the parties to serve demands for discovery and inspection within 30 days and to respond within 30 days thereafter (NYSCEF doc No. 27).

Accordingly, Defendants sent their first document request on June 29, 2017, seeking production of seventeen (17) categories of documents (NYSCEF doc No. 109).

In a response dated August 10, 2017, Astra indicated that: (i) subject to its general objections, it would produce documents to 6 of the 17 demands; (ii) objects to 5 of the demands on the ground that Defendants were already in possession of these documents, including the pleadings and filings in the Holdover Proceedings; (iii) objects to 2 for being overly broad or unduly burdensome; and (iv) objects to 4 for seeking documents that Astra had not yet determined at the time of response (NYSCEF doc No. 110).

In a letter dated September 20, 2017, Defendants controverted each of Astra's objections and demanded that Astra remedy the deficiencies through a supplemental response (NYSCEF doc No. 111).

In a letter dated June 11, 2018, Astra provided additional documents to Defendants. In the same letter, Astra's then counsel stated that with respect to the documents requesting the assignment and responses, "[Astra's] email accounts were part of the assets transferred to AllOver Media as part of the asset sale." (NYSCEF doc No. 94)

Defendants accordingly served a subpoena upon AllOver Media. In an affidavit dated February 21, 2019 (the “AllOver Media Affidavit”), AllOver Media’s Vice President of Operations, Mr. Dustin Benz (“Mr. Benz”), stated that Astra’s server “was never fixed” and, since AllOver Media “had the files it needed to transition the business”, AllOver Media “determined that getting the server up and running was unnecessary and it did not pursue it.” (NYSCEF doc No. 97) Mr. Benz further stated that “the only individuals at [AllOver Media] who would have had email communications with [Astra] were [himself and the CFO]” and that he understands that his and the CFO’s emails that he personally searched for “were being provided by counsel for [AllOver Media].” (*Id.*)

At the status conference held on May 7, 2019, Defendants presented the AllOver Media Affidavit and represented that Astra failed to comply with reasonable document requests. In light of the fact that, at that point, the case was already more than three years old and that Astra had retained a third counsel on the day of the conference after the previous two counsel withdrew, this Court dismissed the action without prejudice. This Court, however, held that Astra may move to restore on notice “after it complies with document production in response to Defendants’ deficiency letters.”

The Instant Motion

Astra now moves to restore the action, asserting that it has now produced all responsive documents in its possession. In support, Astra submitted the affidavits of its former Chief of Operating Officer, Mr. Hugo Cabrera (the “Cabrera Affidavit”; NYSCEF doc No. 98), and its former Chief Executive Officer, Ms. Astred Rodriguez (the “Rodriguez Affidavit”; NYSCEF doc No. 90).

In the Cabrera Affidavit, Mr. Cabrera stated that he was in charge of Astra's technology and computer systems from its incorporation until it was sold. He clarified that Astra's "server", referred to in the AllOver Affidavit, "was only used for transferring of large creative files from [Astra's] clients to [] printers" and "was never used to host [Astra's] email exchange" which was exclusively provided by one GoDaddy, Inc. ("GoDaddy"). Mr. Cabrera further stated that Astra's computers were either sold or discarded after its sale so its emails "would only be accessible from GoDaddy". However, he further explained that "after undertaking inquiries, [] Go Daddy does not keep emails from closed accounts for more than a few months" and "[t]o determine whether there is any other way to get these emails from GoDaddy would require the use of a judicial subpoena."

Ms. Rodriguez, on the other hand, claims in her affidavit that Astra has now produced "all responsive non-privileged documents in its possession."

Defendants oppose Astra's motion. In support, they advance three arguments. *First*, Defendants maintain that Astra cannot comply with discovery requests because it failed to preserve documents and emails essential to "determining liability", "determining how Astra's alleged damages were calculated" and "showing the objective factors that Jergil relied upon to arrive at its decision [to withhold consent]". (NYSCEF doc No. 102, ¶¶ 23-26) Astra's action, according to Defendants, "amount to sanctionable spoliation, and, as a result, Astra should not be permitted to maintain its action." (*Id.*) *Second*, Defendants aver that Astra failed to demonstrate a reasonable excuse and meritorious actions which are necessary to vacate a default (*Id.*, ¶¶ 27-29). *Finally*, Defendants insist that Astra cannot maintain this action as its authority to do business in New York was suspended (*Id.*, ¶¶ 30-32).

On March 12, 2021, this Court held a Teams conference with the parties in order to clarify the parties' positions pertaining to the sufficiency of Astra's document production in response to

each specific category of document demands sent by Defendants. Following its conference with the parties, the Court found that it must conduct its own review of Astra's document production to ascertain whether Astra has sufficiently complied such that this proceeding may be restored. Therefore, this Court directed Astra to (i) provide this Court with copies of documents it previously produced in response to the 12 categories of documents demanded by Defendants²; and (ii) to provide a *Jackson* affidavit, to the extent that Astra does not have possession or control of documents responsive to any of these categories.

Astra complied with this Court's directives on April 5, 2021 (*see* NYSCEF doc Nos. 123 and 124). On April 30, 2021, Defendants submitted a response, maintaining that Astra's document production is incomplete and its *Jackson* affidavit admits of spoliation of evidence (*see* NYSCEF doc No. 126).

DISCUSSION

The Applicable Standard

This Court's May 2019 Order dismissed this action without prejudice, allowing Astra to "move to restore on notice after it complies with document production in response to Defendants' deficiency letters."

Defendants argue that aside from showing compliance with the May 2019 Order, Astra must establish an excusable default or meritorious action as required under CPLR 5015. According to Defendants, "[t]he standard for vacating a dismissal for a party's failure to comply with the Court's disclosure order and restoring an action after a plaintiff's default is the same as that for setting aside a default judgment." (NYSCEF doc No. 115, p. 14). In support, Defendants cite to

² During the Teams conference, the parties agreed to limit Astra's showing of compliance with 12 document demands, instead of the original 17.

the cases of *St. Mary Byzantine Catholic Church v. Kalin* (110 A.D.3d 708, 709 [2d Dept 2013]) and *Bonoff v Troy* (244 A.D.2d 260, 261 [1st Dept 1997]).

Astra disagrees and argues that “while Defendant asks this Court to apply CPLR 5105 standard to restore...the Court’s [May 2019 Order] is very clear that the sua sponte dismissal was without prejudice and could be cured upon a simple showing of compliance.” (NYSCEF doc No. 118, ¶ 17).

This Court finds that Defendants failed to show that the requirements of CPLR 5015 apply to conditional dismissals such as the May 2019 Order. The cases cited to by Defendants do not help their position. Both *St Mary* and *Banoff* do not involve cases that were conditionally dismissed; rather these were cases that have been dismissed as abandoned pursuant to CPLR 3404. CPLR 3404 provides, in relevant part, that “[a] case in the supreme court...marked 'off' or struck from the calendar...and not restored within one year thereafter, shall be deemed abandoned and shall be dismissed without costs for neglect to prosecute.” Moreover, it is settled that CPLR 3404 applies only in cases where a note of issue has been filed (*see Turner v. City of New York*, 147 AD3d 597, 597 [1st Dept 2017]; *Garer v Latimer*, 306 AD2d 209 [1st Dept 2003]), *citing Lourim v Keystone Shipping Co.*, 302 A.D.2d 313 [2003] and *Johnson v Minskoff & Sons*, 287 A.D.2d 233 [2001]). In contrast, no note of issue was ever filed in the present action. As such, CPLR 3404 is inapplicable to this pre-note action (*Turner*, 147 AD3d 597, *citing Tejeda v. Dyal*, 83 AD3d 539, 540 [1st Dept 2011], *lv dismissed 17 NY3d 923 [2011]*; *Behren v. Warren, Gorham & Lamont*, 301 AD2d 381 [1st Dept 2003]).

In view of the court's preference for resolving cases on the merits (*see Chowdhury v. Phillips*, 306 AD2d 51, 53 [1st Dept 2003]), and in “the absence of any other ground for marking the case off the calendar” (*see Wachter v. City of New York*, 300 AD2d 129 [1st Dept 2002]),

Astra's motion should be granted upon a showing that it complied with document production in response to Defendants' deficiency letters -- the only standard set forth in this Court's May 2019 Order.

Astra's Compliance with the May 2019 Order

Astra asserts that it has now produced all responsive documents in its possession as required by this Court's May 2019 Order. Astra uploaded copies of these documents through NYSCEF and submitted a *Jackson* affidavit (the "*Jackson* Affidavit") executed by its former CEO, Ms. Rodriguez.

In the *Jackson* Affidavit, Ms. Rodriguez stated that (1) the documents uploaded through NYSCEF are all the documents she believes "were previously produced or were otherwise given to my prior counsel to produce or should have been produced by prior counsel"; and (2) these documents are responsive to the requests and constitute "all the responsive documents in [Astra's] custody, possession, and control [after] search[ing] every place these records could be, including [the former CEO's] home... [prior counsel] and Hugo Cabrera, who was in charge of operations..."

Defendants maintain that Astra failed to comply with the May 2019 Order. According to Defendants, the documents uploaded on NSYCEF consisted of "a meager 464 pages", "[m]ore than half of those [] are different iterations of the asset purchase agreement and escrow agreement between [Astra] and All Out Media." "The rest of the documents are from [Astra's] prior counsel's legal file—namely, correspondence between the parties' counsel and copies of landlord-tenant notices and pleadings."

After a review of the record, this Court finds that Astra has now substantially complied with the May 2019 Order. While Defendants argue that Astra's document production is incomplete, Astra submitted a *Jackson* Affidavit attesting that the documents uploaded on

NYSCEF constitute all the responsive documents in its possession, custody or control. However, if subsequent to this document production or at/during trial, it is determined that there were other responsive documents in Astra's possession, custody or control that should have been produced, Defendants shall be entitled to an "adverse inference" charge at trial.

As follows is the breakdown of Astra's document production and the Court's directive with respect to each of the demand.

Demand # 1: All Documents and Communications relating to the Sign Lease or the Sign, including but not limited to all Communications between and among Plaintiff and any Defendant or Plaintiff and any third party concerning the Sign Lease or the Sign

- **Documents Produced:**
 1. Letters regarding the dispute. In particular, these are letters relating to Astra's assignment request, Jergil's refusal thereto, change of ownership of the Sign from Jergil to 516 and 516's communications to Astra
 2. Notices of default and termination that preceded the landlord-tenant dispute between 516 and Astra before the Housing Court
 3. Insurance Certificates covering the Sign
 4. Agreements: Asset Purchase and Escrow agreements between Astra and OverAll Media
 5. Email communications: (1) Email communications regarding a dispute between Astra and a non-party over failure to fulfill obligations relating to the sign permit; (2) Email from All Over Media explaining how it valued the sign at issue, and why it withheld \$650,000.00 from the purchase price; and (3) emails from 2015 regarding certificate of liability insurance covering the Sign
- **Defendants' Objections:** Production is incomplete³
- **Ruling:** If subsequent to this document production or at/during trial, it is determined that there are other responsive documents in Astra's possession, custody or control that should have been produced, Defendants shall be entitled to an "adverse inference" charge at trial.

Demand # 2: All Communications between Plaintiff and AllOver Media concerning the Sign Lease, the Sign, Defendants or any of the allegations in the Complaint

- **Documents Produced:**
 1. Agreements: Asset Purchase and Escrow agreements between Astra and OverAll Media
 2. Email from All Over Media explaining how it valued the sign at issue, and why it withheld \$650,000.00 from the purchase price
- **Defendants' Objections:** Production is incomplete
- **Ruling:** If subsequent to this document production or at/during trial, it is determined that there are other responsive documents in Astra's possession, custody or control that should have been produced, Defendants shall be entitled to an "adverse inference" charge at trial.

³ Defendants argue that the date stamp of some of the emails is April 5, 2021, but Defendants themselves acknowledge that this is the date that Plaintiff printed copies of these emails.

Demand # 3: All Documents and Communications relating to Plaintiff's compliance with applicable City, State and Federal regulations concerning the Sign Lease or the Sign, including but not limited to all Communications between Plaintiff and the New York City Department of Buildings or any other governmental agency concerning the Sign Lease or the Sign.

- **Documents Produced:**
 1. NYC Department of Building papers
 2. Landlord-Tenant dispute court records (*i.e.*, pleadings submitted by parties and their attachments)
- **Defendants' Objections:** Production is incomplete
- **Ruling: If subsequent to this document production or at/during trial, it is determined that there are other responsive documents in Astra's possession, custody or control that should have been produced, Defendants shall be entitled to an "adverse inference" charge at trial.**

Demand # 4: All Documents submitted by Plaintiff to the Department of Buildings or any other governmental agency concerning the Sign

- **Documents Produced:** Landlord-Tenant dispute court records (*i.e.*, pleadings submitted by parties and their attachments)
- **Defendants' Objections:** Production is incomplete
- **Ruling: If subsequent to this document production or at/during trial, it is determined that there are other responsive documents in Astra's possession, custody or control that should have been produced, Defendants shall be entitled to an "adverse inference" charge at trial.**

Demand # 5: All Documents received by Plaintiff from the Department of Buildings or any other governmental agency concerning the Sign, including but not limited to any permit, revocation, audit, notice, plan, objection, order, or directive

- **Documents Produced:** Landlord-Tenant dispute court records (*i.e.*, pleadings submitted by parties and their attachments)
- **Defendants' Objections:** Production is incomplete
- **Ruling: If subsequent to this document production or at/during trial, it is determined that there are other responsive documents in Astra's possession, custody or control that should have been produced, Defendants shall be entitled to an "adverse inference" charge at trial.**

Demand # 6: All Documents relating to any request(s) by Plaintiff to Defendants to assign Astra's interest in the Sign Lease

- **Documents Produced:**
 1. Letters regarding the dispute. In particular, these are letters relating to Astra's assignment request, Jergil's refusal thereto, change of ownership of the Sign from Jergil to 516 and 516's communications to Astra
 2. Notices of default and termination that preceded the landlord-tenant dispute between 516 and Astra before the Housing Court
 3. Insurance Certificates covering the Sign
 4. Agreements: Asset Purchase and Escrow agreements between Astra and OverAll Media
 5. Email communications: (1) Email communications regarding a dispute between Astra and a non-party over failure to fulfill obligations relating to the sign permit; (2) Email from All Over Media explaining how it valued the sign at issue, and why it withheld \$650,000.00 from the purchase price; and (3) emails from 2015 regarding certificate of liability insurance covering the Sign
- **Defendants' Objections:** Production is incomplete

- **Ruling: If subsequent to this document production or at/during trial, it is determined that there are other responsive documents in Astra's possession, custody or control that should have been produced, Defendants shall be entitled to an "adverse inference" charge at trial.**

Demand # 7: A true and correct copy of the Purchase Agreement, including all schedules, exhibits and amendments thereto

- **Documents Produced:** A copy was produced
- **Defendants' Objections:** Same blanket objection that production is incomplete
- **Ruling:** A copy of the agreement was produced; Production sufficient

Demand # 9: All Documents relating to advertising revenue [Plaintiff] received with respect to the Sign

- **Documents Produced:**
 1. Escrow Agreement
 2. Letter from Astra's (second) counsel to Jergil attaching an April 16, 2018 email from All Over Media explaining how it valued the sign at issue, and why it withheld \$650,000.00 from the purchase price
 3. Third-party customer order documents to advertise at the sign location.
- **Defendants' Objections:** Production is incomplete
- **Ruling: If subsequent to this document production or at/during trial, it is determined that there are other responsive documents in Astra's possession, custody or control that should have been produced, Defendants shall be entitled to an "adverse inference" charge at trial.**

Demand # 10: All Documents relating to third-party advertisers with respect to the Sign, including but not limited to any contracts between Plaintiff and any third-party advertisers relating to the Sign

- **Documents Produced:** (The same) Third-party customer order documents to advertise at the sign location
- **Defendants' Objections:** Production is incomplete
- **Ruling: If subsequent to this document production or at/during trial, it is determined that there are other responsive documents in Astra's possession, custody or control that should have been produced, Defendants shall be entitled to an "adverse inference" charge at trial.**

Demand # 11: All Documents and Communications relating to the Notice of Default

- **Documents Produced:**
 1. Copy of the Notice of Default
 2. Letters regarding the dispute
 3. Emails: (1) Email communications regarding a dispute between Astra and a non-party over failure to fulfill obligations relating to the sign permit; and (2) emails from 2015 regarding certificate of liability insurance covering the Sign
- **Defendants' Objections:** Production is incomplete
- **Ruling: If subsequent to this document production or at/during trial, it is determined that there are other responsive documents in Astra's possession, custody or control that should have been produced, Defendants shall be entitled to an "adverse inference" charge at trial.**

Demand # 12: All Documents and Communications relating to the Notice of Termination

- **Documents Produced:**
 1. Copy of the Notice of Termination
 2. Letters regarding the dispute

3. Emails: (1) email regarding a dispute between Astra and a non-party over failure to fulfill obligations relating to the sign permit; and (2) emails from 2015 regarding certificate of liability insurance covering the Sign
- **Defendants' Objections:** Production is incomplete
 - **Ruling:** If subsequent to this document production or at/during trial, it is determined that there are other responsive documents in Astra's possession, custody or control that should have been produced, Defendants shall be entitled to an "adverse inference" charge at trial.

Sufficiency of the Jackson Affidavit and Alleged "Spoilation" of Evidence

In the *Jackson* Affidavit, Ms. Rodriguez stated that the records requested by Defendants "were generally kept on computers at Astra[s] vacated office and email accounts that were hosted by GoDaddy.com, and by [Astra's] California counsel, Gary Mobley, Esq., and these records were not routinely destroyed. However, for the reasons detailed in [the Cabrera Affidavit], in the chaos of the sale of the company in 2016, Astra [] cannot locate its computers and emails."

Defendants argue that Astra's *Jackson* affidavit is insufficient and admits of spoilation of evidence as it "fails to describe any efforts to *preserve* potentially responsive materials prior to and during this litigation and instead focuses on its claimed inability to *recover* these materials five years later."

This Court agrees with Defendants that the *Jackson* Affidavit does not describe any efforts made by Astra to preserve potentially responsive emails and other electronic evidence. However, at this juncture, this Court cannot conclude if there was indeed "spoilation" of evidence. Therefore, Defendants should be entitled to depose in depth any fact witnesses who may have first-hand knowledge of how Astra failed to preserve electronic evidence to support their allegations of "spoilation" of evidence.

Astra's License

Finally, as to Defendants' allegation that Astra cannot maintain this action as its authority to do business was suspended, Astra subsequently submitted a copy of its active registration with

the Secretary of State of New York (NYSCEF doc No. 120). Thus, the alleged suspension of Astra’s license has now been cured.

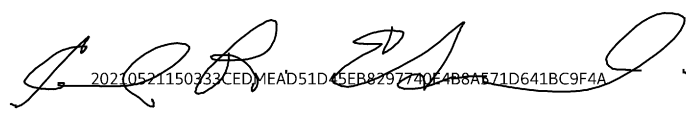
CONCLUSION

Based on the foregoing, it is hereby

ORDERED that Plaintiff Astra Pacific Outdoor LLC’s motion to restore this action (Mot. Seq. 006) is granted; and it is further

ORDERED that this action is restored; and it is further

ORDERED that counsel for Plaintiff shall serve a copy of this Order with Notice of Entry within twenty (20) days of entry on counsel for all parties.



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5/21/2021
DATE

CAROL R. EDMED, J.S.C.

CHECK ONE:

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

APPLICATION:

CHECK IF APPROPRIATE: