

Goldberg v EEI Holdco, Inc.

2021 NY Slip Op 32592(U)

December 7, 2021

Supreme Court, New York County

Docket Number: Index No. 654617/2020

Judge: Joel M. Cohen

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SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 03M

-----X

JAY GOLDBERG, individually and as the appointed
 representative of certain former shareholders of EEI
 Holdco, Inc.,

Plaintiff,

- v -

EEI HOLDCO, INC., ENTERPRISE ENGINEERING, INC.,
 NINTH WAVE, INC., GEORGE ANDERSON, ANDREW
 BROWN, WILLIAM TRAPANI, SUSAN CERTOMA

Defendants.

INDEX NO. 654617/2020

MOTION DATE 04/08/2021,
04/12/2021

MOTION SEQ. NO. 001, 002

**DECISION + ORDER ON
 MOTION**

-----X

HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 21, 22, 23, 24, 25,
 34, 35, 36, 37, 38, 39, 40, 45, 47

were read on this motion to

DISMISS

The following e-filed documents, listed by NYSCEF document number (Motion 002) 27, 28, 29, 30, 31,
 32, 33, 41, 42, 43, 44, 46, 48, 49, 50, 51

were read on this motion to

DISMISS

This case is about a corporate spin-off transaction that allegedly violated the rights of the parent company's creditors. The parent company is Defendant EEI Holdco, Inc. ("Holdco"). Holdco is a holding company: it conducts no business and has no assets other than its equity interest in a company called Enterprise Engineering, Inc. ("EEI" or "Enterprise"), another Defendant in this case. According to the Complaint, substantially all of the revenue and net income of EEI – and, in turn, Holdco – flowed from a single division within EEI specializing in enterprise software. In 2019, Holdco/EEI spun off this division into a standalone company, Ninth Wave, Inc. ("Ninth Wave"), which was owned on a pro rata basis by the same shareholders as Holdco (the "Spin Off").

Plaintiff represents former Holdco stockholders who, in 2016, sold their shares back to the company for a total purchase price of \$3,751,456.61 (this subset of former Holdco stockholders are referred to, for reasons not relevant here, as the “Opcenter Holders”).¹ The purchase price was to be paid in annual installments, subject to contract conditions discussed below. Since 2016, Holdco has paid the Opcenter Holders a total of \$852,700.60. However, no Annual Payment was made in 2020. The reason, in Plaintiff’s view, is that the Spin Off purposefully depleted Holdco of its assets, so that Holdco could avoid paying these creditors.

Plaintiff filed this lawsuit against Holdco, EEI, and various officers and directors who allegedly authorized or benefited from the Spin Off. Now, Defendants move to dismiss the Complaint. For the reasons set forth below, Defendants’ motions are granted in part and denied in part.

DISCUSSION

“On a motion to dismiss pursuant to CPLR 3211 [a] [1], the defendant has the burden of demonstrating that the documentary evidence conclusively resolves all factual issues and that plaintiff’s claims fail as a matter of law” (*Robinson v Robinson*, 303 AD2d 234, 235 [1st Dept 2003]). And under CPLR 3211 [a] [7], dismissal is warranted if the plaintiff “fails to assert facts in support of an element of the claim, or if the factual allegations and inferences to be drawn from them do not allow for an enforceable right of recovery” (*Connaughton v Chipotle Mexican Grill, Inc.*, 29 NY3d 137, 141-142 [2017] [internal citation omitted]). When determining a motion to dismiss, the Court must accept all factual allegations as true, afford the pleadings a

¹ “Plaintiff” refers to, collectively, Jay N. Goldberg individually and as the appointed representative of former Holdco stockholders Anne Crowley, Larry Howard, Robert Pearlman, Mary Cirillo-Goldberg, and The Jay N. Goldberg Family Trust.

liberal construction, and accord plaintiff the benefit of every possible favorable inference (*see Leon v Martinez*, 84 NY2d 83, 87-88 [1994]). However, allegations that are “bare legal conclusions” or that are “inherently incredible or flatly contradicted by documentary evidence,” are not sufficient to withstand a motion to dismiss (*see JFK Holding Co., LLC v City of New York*, 68 AD3d 477, 477 [1st Dept 2009] [internal citation omitted]).

I. MOTION TO DISMISS (MS 002)

A. Count 1: Constructive Fraudulent Conveyance Claim (NY DCL §§273, 274, and 275) (Against All Defendants)

Plaintiff alleges that the Spin Off constituted a constructive fraudulent conveyance under several provisions of the New York Debtor and Creditor Law (“DCL”). “Under the DCL, a conveyance by a debtor is deemed constructively fraudulent if it is made without ‘fair consideration,’ and (inter alia) if one of the following conditions is met: (i) the transferor is insolvent or will be rendered insolvent by the transfer in question, DCL § 273; (ii) the transferor is engaged in or is about to engage in a business transaction for which its remaining property constitutes unreasonably small capital, DCL § 274; or (iii) the transferor believes that it will incur debt beyond its ability to pay, DCL § 275” (*In re Sharp Intern. Corp.*, 403 F3d 43, 53 [2d Cir 2005]; *Cortlandt St. Recovery Corp., et al v Bonderman, et al*, 73 Misc 3d 1217(A) [Sup Ct, New York County 2021]).²

This claim is dismissed, without prejudice to seeking leave to amend.

First, Plaintiff fails to allege specific facts to support the inference that Holdco/EEI was rendered insolvent by the Spin Off. For purposes of the DCL, “[a] debtor is insolvent if, at a fair

² The DCL was amended effective April 4, 2020. The parties here rely on the prior version of the statute (*see* NYSCEF 41 at 7 [Pls.’ opp. to mot. to dismiss]).

valuation, the sum of the debtor's debts is greater than the sum of the debtor's assets” (NY DCL §271 [a]; *see Acacia Investments, B.S.C.(C) v W. End Equity I, Ltd.*, 66 Misc 3d 1224(A) [Sup Ct, New York County 2020] [sustaining DCL §273 claim where “tax returns [were] clear that DCD had over \$5,000,000 in assets in 2010/2011 while liable on a potential \$10,000,000 guaranty to TAIB”]).

Here, “plaintiff’s conclusory allegation of insolvency does not suffice” (*Eagle Eye Collection Corp. v Shariff*, 190 AD3d 600 [1st Dept 2021]; *see Ray v Ray*, 18 CIV. 7035 (GBD), 2019 WL 1649981, at *7 [SD NY Mar. 28, 2019] [“[A] general statement that Christina was ‘depleted of assets’ does not, without more, provide a sufficient factual basis to infer that the value of her assets exceeded her probable liabilities”], *affd*, 799 Fed Appx 29 [2d Cir 2020]). Holdco/EEI’s gross revenue and net income figures may show whether the companies are profitable in a particular fiscal year, but they do not address total assets and liabilities, the balance-sheet benchmarks in the DCL (*Northwest 5th & 45th Realty Corp. v Mitchell, Maxwell & Jackson, Inc.*, 164 AD3d 1158, 1158 [1st Dept 2018] [“the petition made no allegations about the fair salable value of MMJ’s assets; thus, it failed to make a prima facie case [under DCL §273]”]; *cf. In re Tronox Inc.*, 503 BR 239, 296 [Bankr SD NY 2013] [“The analysis of solvency for fraudulent conveyance purposes is a ‘balance sheet test’”] [applying Uniform Fraudulent Transfer Act as adopted by Oklahoma]). Contrary to Plaintiff’s suggestion, it is not Defendants’ burden to show that Holdco/EEI was *not* insolvent (*Joslin v Lopez*, 309 AD2d 837, 838 [2d Dept 2003] [explaining “the burden of proving these elements is upon the party challenging the conveyance”]). Plaintiff may unearth facts during discovery that will permit making a non-conclusory allegation of insolvency, in which case he can seek leave to amend to assert a claim against Holdco and/or EEI. At this point, however, he has not done so.

Plaintiff's allegations with respect to DCL §§274 and 275 are similarly threadbare. Holdco/EEI's gross revenue and net income figures, on which they principally rely, do not, on their own, indicate whether Holdco/EEI was left with "unreasonably small capital" or that it will "incur debt beyond its ability to pay" (*see generally Ray*, 18 CIV. 7035 (GBD), 2019 WL 1649981, at *6 [SD NY Mar. 28, 2019] [noting that "mere recitation[s] of the statutory language" insufficient to state claim under DCL]). As is the case with respect to insolvency, Plaintiff may find evidence during the course of discovery that would permit pleading a viable claim against Holdco and/or EEI, in which case he can seek leave to amend.

The DCL claim fails as against the individual Defendants for the additional reason that Plaintiff does not allege sufficient facts showing that those individuals were transferees of, or otherwise benefited from, the conveyances (*D'Mel & Assoc. v Athco, Inc.*, 105 AD3d 451, 452 [1st Dept 2013] ["[I]n the specific context of fraudulent conveyances (as opposed to torts generally), the Goldmans—who were not transferees of either conveyance—cannot be held liable without piercing the corporate veil unless they benefited from the conveyances"], *citing Federal Deposit Ins. Corp. v Porco*, 75 NY2d 840, 842 [1990]; *SungChang Interfashion Co., Ltd. v Stone Mtn. Accessories, Inc.*, 12 CIV. 7280 ALC DCF, 2013 WL 5366373, at *11 [SD NY Sept. 25, 2013] ["[T]here is no direct theory of liability for any fraudulent conveyance claim as to [individual defendants]" because plaintiff "has not alleged that they were a transferor, transferee or beneficiary of the transfer"]³).³ Although the Complaint states, without detail, that

³ Defendants also insist that "[i]t is simply incongruous to contend a spin-off constitutes a transfer of assets" and, therefore, cannot constitute a fraudulent conveyance as a matter of law (NYSCEF 33 at 8-9). Notably, Defendants cite no authority for this position. And in analogous cases, courts have found that a corporation's "decision to spin off 'substantially all the assets' of the enterprise" can constitute a constructive fraudulent conveyance (*In re Tronox Inc.*, 503 BR

the individual Defendants “personally gained in fact a financial profit or other advantage” from the Spin Off (Compl. ¶110), the claims against them focus on their roles in *approving* the transaction (*see id.* ¶51 [“Anderson, Brown, Trapani and Certoma approved the Spin Off and/or materially aided Holdco/Enterprise to effectuate it.”]; *id.* ¶91 [“Anderson, Brown and Tripani, as members of the board of directors of Enterprise, approved the Spin Off”]; *id.* ¶95 [alleging Certoma “was complicit in the decision to pay the illegal constructive dividend”]). Absent some concrete allegation that these Defendants benefited from the Spin Off – or allegations evincing the need to pierce Holdco/EEI’s corporate veil (*see D’Mel & Assoc*, 105 AD3d at 452) – the claims against them must be dismissed. If Plaintiff finds evidence in discovery that would permit pleading a viable claim against the individual Defendants, he can seek leave to amend.

B. Counts 2-4: Breach of Contract Claims (Against Holdco and EEI)

Next, Plaintiff asserts three claims for breach of contract based on three separate provisions in the Redemption Agreement. As an initial matter, these claims are dismissed as against EEI, which is not a party to the Redemption Agreement (*e.g., Black Car and Livery Ins., Inc. v H & W Brokerage, Inc.*, 28 AD3d 595 [2d Dept 2006] [“[T]he breach of contract cause of action was properly dismissed as to the respondent, since he was not a party to the agreement in question.”]).

The claims are not dismissed, however, as against Holdco.

239, 282 [Bankr SD NY 2013] [finding under Oklahoma UFTA that spin-off evinced “actual intent to hinder or delay creditors” by saddling parent company with tort and environmental liabilities]).

1. *Sections 9 [g] and 9 [j] of the Stockholders' Agreement*

The elements of a claim for breach of contract are “the existence of a contract, the plaintiff’s performance thereunder, the defendant’s breach thereof, and resulting damages” (*Harris v Seward Park Hous. Corp.*, 79 AD3d 425, 426 [1st Dept 2010]). The Opcenter Holders adequately allege breaches of sections 9 [g] and 9 [j] of the Stockholders’ Agreement, which are incorporated by reference into the Redemption Agreement (*see* NYSCEF 32 §1). Under section 9 [g], Holdco is not permitted to “declare any dividends . . . or otherwise make any distributions on account of its capital stock, if in any such case such payments would limit the ability of the Company to make the Annual Payment for such fiscal year” (NYSCEF 31 §9 [g]). Plaintiff alleges that by transferring the most profitable part of the Holdco/EEI business, the Spin Off “limit[ed] the ability” of Holdco to make the Annual Payment – evidenced by the fact that Holdco did not make the Annual Payment (Compl. ¶¶62-63).

Similarly, section 9 [j] requires Holdco to pay the remaining Purchase Price with respect to the Put Option “in one lump sum payment” if there has been a “Change of Control” at Holdco, defined as “any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company” (NYSCEF 31 §1). Plaintiff alleges here that the Spin Off constituted a Change of Control because it resulted in the transfer of substantially all of Holdco’s assets, thus entitling the Opcenter Holders to an immediate lump-sum payout (Compl. ¶¶68-69).

Defendants’ arguments for dismissal of these claims are unavailing. *First*, while it is true that Holdco need not make an Annual Payment if its gross revenues and net income in a fiscal year are zero (NYSCEF 31 §9 [f] [requiring Annual Payment to be “lesser off” 3% of gross revenues or 50% of net income]), section 9 [g] can still be read to prohibit Holdco from taking

specific actions that would jeopardize Holdco's financial condition and thus imperil the Annual Payment. The two provisions can be harmonized; Defendants' interpretation of section 9 [f] simply reads out the protections in section 9 [g] (NYSCEF 31). *Second*, Defendants' reliance on section 6.2 of the Redemption Agreement is misplaced. That provision limits the Opcenter Holders' rights to challenge, inter alia, a sale of the business to a third-party buyer (NYSCEF 32 §6.2). Whether section 6.2 also meant to limit their rights to challenge a spin-off of a wholly-owned subsidiary to the existing Holdco shareholders is not clear on its face, and therefore not grounds for dismissing the contract claim at this stage.

2. Section 2.2 [b] of the Redemption Agreement

The claim under section 2.2 [b] of the Redemption Agreement is straightforward. The Redemption Agreement requires Holdco to deliver to the Opcenter Holders, regardless of whether an Annual Payment is due, a "statement detailing the computation of the gross revenues of the Company and the Net Income (as defined in the Stockholders' Agreement) for such fiscal year, together with a copy of the audited financial statement for such fiscal year" (NYSCEF 32 §2.2 [b]). And "[i]f audited financial statements for such fiscal year are not available at the time, then unaudited financial statements for such fiscal year shall be provided" (*id.*). Holdco allegedly breached this obligation by failing or refusing to provide an audited statement for the fiscal year ending March 31, 2020 (Compl. ¶¶72-73). Defendants argue that no breach occurred because no audited financial statement was available at the time, but fail to address the other part of Plaintiff's claim – that over a year later, Defendants have *still* not provided the audited financial statement. Therefore, this claim will not be dismissed.

C. Count 5: Breach of the Implied Covenant of Good Faith and Fair Dealing (Against Holdco and EEI)

The claim for breach of the implied covenant of good faith and fair dealing is dismissed as duplicative because it relies upon the same factual allegations underlying the three breach of contract claims. “A cause of action for breach of the implied duty of good faith and fair dealing cannot be maintained where the alleged breach is intrinsically tied to the damages allegedly resulting from a breach of the contract” (*The Hawthorne Group, LLC v RRE Ventures*, 7 AD3d 320, 323 [1st Dept 2004] [dismissing claim for breach of the implied duty of good faith and fair dealing]; *Rossetti v Ambulatory Surgery Ctr. of Brooklyn, LLC*, 125 AD3d 548, 549 [1st Dept 2015] [dismissing implied covenant claim as duplicative of breach of contract claim]).

D. Counts 6-7: Dividend in Violation of Delaware and New York Law (Count 6 Against Anderson, Count 7 Against Anderson, Brown, Trapani, and Certoma)

Plaintiff’s sixth and seventh causes of action, which allege that the Spin Off constituted an illegal dividend under Delaware and New York law, respectively, are dismissed. The Delaware-law claim (Count 6) is brought against Anderson, Holdco’s CEO and sole member of its board of directors (Compl. ¶¶7, 83). But this statute can be asserted against Anderson on behalf of Holdco’s creditors only if Holdco is rendered insolvent (*see* 8 Del C §174; *In re Chemours Co. Derivative Litig.*, CV 2020-0786-SG, 2021 WL 5050285, at *17 [Del Ch Nov. 1, 2021]), a financial condition which, as noted above, Plaintiff has failed to sufficiently allege (*see id.*, at *21 [rejecting dividend claim because, inter alia, “the Complaint does not plead with particularity that the Company was ever insolvent”]).

The claim under New York law (Count 7) – specifically, Business Corporation Law (“BCL”) §§510 [a]-[b] and 719 [a]-[b] – is asserted against Anderson as well as Andrew William-Fraser Brown, William V. Trapani, and Susan Certoma, three members of EEI’s board

of directors (Compl. ¶¶7-10). Plaintiff's failure to adequately allege insolvency forecloses its claim under BCL §510 (*see* BCL §510 [a]; *Gillette v Sembler*, 34 Misc 3d 1220(A) [Sup Ct, Suffolk County 2012] [dismissing BCL §510 claim because plaintiffs "do not allege that such payments were made when South Shore Dredging was insolvent or that it would be made insolvent thereby"]), and "the remedies provided under Section 719 for enforcement of a director's liability are given exclusively to the corporation, not to creditors of the corporation" (*Planned Consumer Mktg., Inc. v Coats & Clark, Inc.*, 127 AD2d 355, 369 [1st Dept 1987], *affd*, 71 NY2d 442 [1988]). Finally, as to Brown, Trapani, and Certoma, specifically, the claim also fails because these individuals are not alleged to be directors of Holdco (Compl. ¶¶7-10; *id.* ¶83 [alleging Anderson to be "the sole member of the board of directors of Holdco"]).

For the reasons discussed above, the dismissal of these claims is without prejudice to seeking leave to amend if Plaintiff is able to adequately plead insolvency.

E. Count 8: Tortious Interference with Contract (Against Anderson and Ninth Wave)

Plaintiff's eighth cause of action – alleging tortious interference with contract against Anderson and Ninth Wave – also fails. "To state a cause of action for tortious interference with contract, it is necessary to demonstrate the existence of a valid contract between the plaintiff and a third party, defendant's knowledge of that contract, defendant's intentional procurement of the third-party's breach of the contract without justification, actual breach of the contract, and damages resulting therefrom" (*330 Acquisition Co., LLC v Regency Sav. Bank, F.S.B.*, 293 AD2d 314, 315 [1st Dept 2002], *citing Lama Holding Co. v Smith Barney, Inc.*, 88 NY2d 413, 424 [1996]).

Anderson, as the CEO of Holdco, may not be held liable for inducing Holdco to breach its contract with Plaintiff unless the Complaint “allege[s] that the officers’ . . . acts were taken outside the scope of their employment or that they personally profited from their acts” (*Hoag v Chancellor, Inc.*, 246 AD2d 224, 228 [1st Dept 1998]), neither of which is adequately alleged here. In the same vein, the Complaint’s allegations against Ninth Wave recite the elements of the cause of action without identifying any specific action the company took to intentionally interfere with the Redemption Agreement (*L.Y.E. Diamonds, Ltd. v Gemological Inst. of Am., Inc.*, 169 AD3d 589, 591 [1st Dept 2019] [dismissing tortious interference with contract claim because “conclusory allegations fail[ed] to state a cause of action”]).

F. Count 9: Declaratory Relief (Against Holdco, EEI, Anderson, Brown, Trapani, and Certoma)

Plaintiff seeks a judgment declaring that Holdco/EEI is not lawfully authorized to indemnify Anderson, Brown, Trapani or Certoma pursuant to 8 Del C §145 [e] and NY BCL §721 (Compl. at 18). The claim is dismissed because it does not correspond to a live dispute in this case. “[A] declaratory judgment requires a justiciable controversy” (*Touro Coll. v Novus Univ. Corp.*, 146 AD3d 679, 680 [1st Dept 2017]).

Plaintiff’s claim is predicated on finding that Anderson, Brown, Trapani or Certoma engaged in willful, bad-faith conduct. But in view of the Court’s findings above, this case is narrowly concerned with Plaintiff’s contract rights vis-à-vis Holdco. Whether the individuals named in this cause of action acted in bad-faith, or beyond the scope of their respective positions, is not currently at issue (*see id.* [“A declaratory judgment is intended to declare the respective legal rights of the parties based on a given set of facts, not to declare findings of fact”]).

Additionally, as to EEI, Brown, Trapani and Certoma, Plaintiff fails to explain how, on behalf of Holdco creditors, he can obtain relief declaring the rights of EEI and EEI officers and directors.

G. Count 10: Successor and Vicarious Liability

Plaintiff's tenth cause of action, which alleges that Ninth Wave is the successor in liability to Holdco and EEI, is dismissed. "[A] corporation that acquires the assets of another may be held liable for the torts of its predecessor" where "(1) the acquiring corporation expressly or impliedly assumed the predecessor's tort liability, (2) there was a consolidation or merger of seller and purchaser, (3) the purchasing corporation was a mere continuation of the selling corporation, or (4) the transaction is entered into fraudulently to escape such obligations" (*Ladenburg Thalmann & Co., Inc. v Tim's Amusements, Inc.*, 275 AD2d 243, 248 [1st Dept 2000]). The doctrine extends to contract liability (*see TAP Holdings, LLC v Orix Fin. Corp.*, 45 Misc 3d 1217(A) [Sup Ct, New York County 2014] [collecting cases]).

Here, Plaintiff fails to allege facts sufficient to show that Ninth Wave is "a mere continuation" of Holdco/EEI (NYSCEF 41 at 19-20 [Pl.'s opp. to mot. to dismiss]). The argument appears to be based on: (1) a public comment by Anderson that Ninth Wave would "continue [EEI's] legacy," (2) Ninth Wave sharing office space and a telephone number with Holdco/EEI, and (3) Holdco/EEI personnel working at Ninth Wave (Compl. ¶¶117-120). These allegations fall short of the legal standard (*see, e.g., Subramani v Bruno Mach. Corp.*, 289 AD2d 167, 168 [1st Dept 2001] ["use of some of Old Sheridan's workers and its physical plant shows neither a de facto merger with nor a mere continuation of Old Sheridan"]; *Broadway 26 Waterview, LLC v Bainton, McCarthy & Siegel, LLC*, 94 AD3d 506, 507 [1st Dept 2012] ["Plaintiff failed to raise a triable issue as to continuity of management merely by alleging that the firm hired defendant's former partners"]). Plaintiff's own allegations state that Ninth Wave

was one division – albeit a lucrative division – within the Holdco/EEI structure, and that Holdco/EEI still generates revenue following the Spin Off (*see* Compl. ¶¶41, 48-49).

II. DEFENDANT BROWN’S MOTION TO DISMISS (MS 001)

As is the case with respect to the other individual Defendants, the constructive fraudulent conveyance claim is dismissed against Brown because, in addition to the reasons discussed above, Plaintiff fails to allege that he was a transferee of, or personally benefited from, the Spin Off (*D’Mel & Assoc.*, 105 AD3d at 454; *Cleo Realty Assoc., L.P. v Uptown Birds*, 135 AD3d 432, 434 [1st Dept 2016] [“[A]n individual may be liable for a fraudulent conveyance without piercing the corporate veil if it is proved that he or she participated in and benefitted from the fraudulent conveyance”]). The other claims against Brown are dismissed because he is not alleged to be a member of Holdco’s board of directors (*see* Compl. ¶83), a fact confirmed by Anderson’s affidavit (NYSCEF 23) as well as Holdco’s Delaware tax filings submitted by Brown (NYSCEF 24).

* * * *

Therefore, it is

ORDERED that Defendant Brown’s motion to dismiss (MS 001) is GRANTED, and the other Defendants’ motion to dismiss (MS 002) is GRANTED IN PART AND DENIED IN PART; it is further

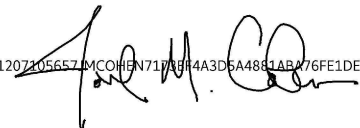
ORDERED that Defendant Holdco is directed to serve an answer to the Complaint on or before January 4, 2022; and it is further

ORDERED that counsel appear for a telephonic preliminary conference on **January 4, 2022 at 9:30 a.m.**, with the parties circulating dial-in information to chambers at SFC-Part3@nycourts.gov in advance of the conference date.⁴

This constitutes the Decision and Order of the Court.

12/7/2021
DATE

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JOEL M. COHEN, J.S.C.

CHECK ONE:

CASE DISPOSED
GRANTED DENIED
SETTLE ORDER
INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION
GRANTED IN PART
SUBMIT ORDER
FIDUCIARY APPOINTMENT

OTHER
REFERENCE

APPLICATION:

CHECK IF APPROPRIATE:

⁴ If the parties agree on a proposed preliminary conference order in advance of the conference date (consistent with the guidelines in the Part 3 model preliminary conference order, available online), they may file the proposed order and email a courtesy copy to chambers with a request to so-order in lieu of holding the conference.