

220 E. 26th St. LLC v Kaled Mgt. Corp.
2022 NY Slip Op 30195(U)
January 20, 2022
Supreme Court, New York County
Docket Number: Index No. 652105/2020
Judge: Andrea Masley
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SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 48

-----X	
220 EAST 26TH STREET LLC, 225 EAST 26TH STREET LLC, and 711 WEST END AVENUE, LLC,	INDEX NO. <u>652105/2020</u>
Plaintiffs,	MOTION DATE _____
- v -	MOTION SEQ. NO. <u>001</u>
KALED MANAGEMENT CORP., EDWARD KALIKOW, GREG KALIKOW, JORDAN PLATT, and PAUL ATINELLO,	DECISION + ORDER ON MOTION
Defendants.	
-----X	

HON. ANDREA MASLEY:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42

were read on this motion to/for DISMISS.

Upon the foregoing documents, it is

In motion sequence number 001, defendants Kaled Management Corp. (Kaled), Edward Kalikow, Greg Kalikow, Jordan Platt, and Paul Atinello move pursuant to CPLR 3211(a)(1), and (7) to dismiss the verified complaint (VC). In the VC, plaintiffs 220 East 26th Street LLC, 225 East 26th Street LLC, and 711 West End Avenue, LLC allege causes of action for (1) breach of contract, (2) breach of fiduciary duty, (3) disgorgement, (4) restitution, (5) unjust enrichment, (6) negligence, (7) negligent misrepresentation, and (8) punitive damages. (NYSCEF Doc. No. [NYSCEF] 6, VC at 18-26.)

Background

The following facts are drawn primarily from the VC and are assumed to be true for purposes of these motions. (See *Kronos, Inc. v AVX Corp.*, 81 NY2d 90, 92 [1993].)

Additional facts are drawn from the documentary submission; the Management Agreements.

Plaintiffs are limited liability companies that own residential real estate properties. (*Id.* ¶¶ 1, 8-10.) Defendant Kaled is a real estate management company that promotes itself to “improve operation efficiencies, tenant relationships and financial profitability.” (*Id.* ¶ 2 [emphasis omitted].) Defendants Edward Kalikow and Greg Kalikow are Kaled’s president and vice president, respectively. (*Id.* ¶¶ 12-13.) Defendants Jordan Platt and Paul Atinello are Kaled’s Vice President of Operations and Chief Financial Officer, respectively. (*Id.* ¶¶ 14-15.) Since the late 1980’s until its termination in 2018, Kaled was the exclusive managing agent of plaintiffs’ properties. (*Id.* ¶¶ 1, 30.) The parties executed successive Apartment Building Management Agreements (Management Agreements); separate but identical management Agreements were signed between each plaintiff LLC and Kaled. (*Id.* ¶¶ 31-32.)

Plaintiffs allege that Kaled represented itself as a highly experienced property management company aimed at maximizing profits, and accordingly, plaintiffs placed their trust and the control of the management of the properties in Kaled. (*Id.* ¶ 33.) Pursuant to the Management Agreements, Kaled received 5.5% of the total monthly income collected from the properties plus reimbursements. (*Id.* ¶ 36.) Plaintiffs allege that Kaled

“i. fail[ed] to apply [Individual Apartment Improvements (IAIs)] increases to the legal regulated rent that Plaintiffs’ were legally entitled to charge after expending significant sums of money in renovating apartments; ii. Leas[ed] units to tenants at rates far below the average legal regulated rents for each Building and for each Building’s neighborhood; iii. Fail[ed] to charge vacancy increases; iv. Provid[ed] certain tenants with a preferential rent far below the legal regulated or market rent; v. Offer[ed] “sweet-heart leases” to Defendants’ friends, family, and venders after tens of thousands

of dollars were spent in upgrading those apartments, and obtained in the process benefits that should have been provided to Plaintiffs ... vi. Fail[ed] to renew or extend agreements to increase the rent or charge for the storage lockers at 711 West End Avenue in accordance with the Rent Stabilization Law; [and] vii. Fail[ed] to maximize the Buildings' annual rent roll and asset value."

(*Id.* ¶ 38.) The "sweetheart leases" included leasing Apartment 6K at 220 East 26th Street to Julia Atinello, Paul Atinello's daughter at a monthly rent stabilized rent of \$1,500, \$900 less than the monthly rent of the tenant preceding her; leasing Apartment 2N at 220 East 26th Street to Shira Abraham, the daughter of one of defendants' vendors at a monthly rent stabilized rent of \$1,500, almost \$700 less than the monthly rent of the tenant preceding her; and leasing Apartment 3F at 220 East 26th Street to Talia Abraham, the daughter of one of defendants' vendors, at a monthly rent stabilized rent of \$1,500, almost \$300 less than the monthly rent of the tenant preceding her. (*Id.*) Defendants also allegedly registered apartments 2N and 3F as rent stabilized even though they were deregulated when the Abrahams commenced occupancy. (*Id.*)

As a result of setting below market rate rents on certain apartments, the rents can never be raised because the Housing Stability and Tenant Protection Act of 2019 prohibits new rent increases. (*Id.* ¶ 40.) Plaintiffs contend that this lost rent decreased the overall value of the properties. (*Id.* ¶¶ 61, 77, and 93.) When the plaintiffs inquired about these issues, Kaled allegedly refused to make any disclosures without a general release. (*Id.* ¶ 39.) Plaintiffs terminated the Management Agreements effective December 31, 2018. (*Id.* ¶ 37.)

Plaintiffs allege that defendants' failure to fulfill their duties under the Management Agreements resulted in lost rental income, permanent diminishment of the properties, and lost investment opportunities. (*Id.* ¶ 44.) Plaintiffs claim that

defendants' mismanagement, breach of fiduciary obligations and negligence negatively impacted the properties. (*Id.* ¶ 41.)

Discussion

To prevail on a CPLR 3211(a)(1) motion to dismiss, the movant has the “burden of showing that the relied upon documentary evidence ‘resolves all factual issues as a matter of law, and conclusively disposes of the plaintiff’s claim.’” (*Fortis Fin. Servs. v Filmat Futures USA*, 290 AD2d 383, 383 [1st Dept 2002] [citation omitted].) “A cause of action may be dismissed under CPLR 3211(a)(1) ‘only where the documentary evidence utterly refutes [the] plaintiff’s factual allegations, conclusively establishing a defense as a matter of law.’” (*Art and Fashion Group Corp. v Cyclops Prod., Inc.*, 120 AD3d 436, 438 [1st Dept 2014] [citation omitted].) “The documents submitted must be explicit and unambiguous.” (*Dixon v 105 West 75th St. LLC*, 148 AD3d 623, 626 [1st Dept 2017] [citation omitted].) Their content must be “‘essentially undeniable.’” (*VXI Lux Holdco S.A.R.L. v SIC Holdings, LLC*, 171 AD3d 189, 193 [1st Dept 2019] [citation omitted].) The authenticity of documentary evidence must not be subject to genuine dispute, and it must be enough to “‘support the ground on which the motion is based.’” (*Amsterdam Hosp. Group., LLC v Marshall-Alan Assocs., Inc.*, 120 AD3d 431, 432 [1st Dept 2014] [citation omitted].)

On a motion to dismiss pursuant to CPLR 3211(a)(7), the court must “accept the facts as alleged in the complaint as true, accord plaintiffs the benefit of every possible favorable inference, and determine only whether the facts as alleged fit within any cognizable legal theory.” (*Leon v Martinez*, 84 NY2d 83, 87-88 [1994].) “[B]are legal conclusions, as well as factual claims which are either inherently incredible or flatly

contradicted by documentary evidence” cannot survive a motion to dismiss. (*Summit Solomon & Feldesman v Lacher*, 212 AD2d 487, 487 [1st Dept 1995] [citation omitted].)

The court may consider affidavits submitted by the plaintiff to remedy defects in the complaint, and if considered, the facts alleged in the affidavit must be assumed true.

(*Canzona v Atanasio*, 118 AD3d 837, 838 [2d Dept 2014] [citations omitted].)

Breach of Contract

Plaintiffs allege that defendants breached the Management Agreements by failing to apply rent increases, leasing units to tenants at below comparable market value, leasing units to a vendor’s children at below market rent and categorizing the units as rent stabilized, renting a unit to defendant Atinello’s daughter at below market rent and categorizing the unit as rent stabilized after improvements, and failing to maximize the annual rent roll and asset value of the properties. (NYSCEF 6, VC ¶ 38.)

The elements of a breach of contract claim are: (1) existence of a contract, (2) plaintiff’s performance pursuant to the contract, (3) defendant’s breach of contractual obligations, and (4) resulting damages. (*Harris v Seward Park Housing Corp.*, 79 AD3d 425, 426 [1st Dept 2010] [citation omitted].) The court will enforce a clear and complete written agreement according to the plain meaning of its terms, and not look to extrinsic evidence to create ambiguities within the four corners of the contract. (*New York City Off-Track Betting Corp. v Safe Factory Outlet, Inc.*, 28 AD3d 175, 177 [1st Dept 2006].)

“In order to state a cause of action to recover damages for a breach of contract, the plaintiff’s allegations must identify the provisions of the contract that were breached.”

(*Barker v Time Warner Cable, Inc.*, 83 AD3d 750, 751 [2d Dept 2011] [citations omitted].) The court looks to written words of the parties’ agreement to determine

intent. (*Greenfield v Philles Records, Inc.*, 98 NY2d 562, 569 [2002].) “Thus, a written agreement that is complete, clear and unambiguous on its face must be enforced according to the plain meaning of its terms.” (*Id.* [citations omitted].) Definiteness and certainty of the material matters of the contract is the core of contract law. (*Joseph Martin, Jr., Delicatessen, Inc. v Schumacher*, 52 NY2d 105, 109 [1981].) The provision of the contract at issue must have a specific promise attached. (*Id.*)

Defendants argue that plaintiffs’ claim must be dismissed because plaintiffs fail to allege the specific contract provisions breached. The court finds that while it could be clearer, plaintiffs, in the VC, include the duties contained in Article 2 of the Managements Agreements which they allege that defendants breached by their alleged actions or inaction detailed above. (See *id.* ¶ 35.) Defendant’s motion to dismiss the breach of contract claim on this ground is denied.

Defendants also argue that the documentary evidence contradicts the allegations of the VC because the Management Agreements lack any contractual provision giving defendants the authority to negotiate rental lease terms on plaintiffs’ behalf or obligating defendants to maximize rental income or property asset values.

The Management Agreement is clear on its face. As to Article 2 of the Management Agreements, plaintiffs point to:

“(c) Recommend, and with approval of the Owner, cause all such acts, and things, to be done in or about the Building(s) and Premises as shall be necessary or desirable to comply with any and all orders or violations affecting the Building(s) or Premises, placed thereon by any Federal, State or Municipal authority having jurisdiction therefore, and orders of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or similar body, except that if failure promptly to comply with any such order or violation would or might expose the Owner or the Agent to criminal liability, the Agent may cause such order or violation to be complied with after consultation with an Officer of the Owner or the

Owner's legal council [sic]. The Agent shall notify the Owner or its attorney promptly after receipt of any order or violation, as aforesaid.

(u) Generally, do all things reasonably deemed necessary or desirable by the Owner for the proper management of the Building(s) and Premises.”

(NYSCEF 16, 17, 18, Management Agreements.)

Plaintiffs also rely on Article 3 of the Management Agreements which states,

“The Owner authorizes the Agent, for the Owner's account and on its behalf, to perform any act or do anything reasonably necessary or desirable in order to carry out the Agent's agreements contained in Article "Second" hereof, and everything done by the Agent under the provisions of Article 2 shall be done as Agent of the Owner, and all obligations or expense incurred thereunder (for which the Agent is not compensated as provided in Article 7 hereof) shall be at the expense of the Owner.”

(*Id.*)

However, none of those provisions required defendants to negotiate apartment leases in order to maximize rental income and property asset values, apply IAI increases, nor maximize the annual rent roll. Article 2 (c) only requires defendants to recommend, with approval from plaintiffs, to do things around the building to be in compliance with codes and correct any violations.

Plaintiff's reliance on Article 2 (u), a general provision requiring defendants to do all things reasonable for proper management of the buildings, is also misplaced.

“[C]ourts should be extremely reluctant to interpret an agreement as impliedly stating something which the parties have neglected to specifically include. Hence, courts may not by construction add or excise terms, nor distort the meaning of those used and thereby make a new contract for the parties under the guise of interpreting the writing.”

(*Vermont Teddy Bear Co. v 538 Madison Realty Co.*, 1 NY3d 470, 475 [2004] [internal quotation marks and citations omitted].) Thus, a court will “not rewrite the terms of an agreement under the guise of interpretation.” (*85th St. Rest. Corp. v Sanders*, 194

AD2d 324, 326 [1st Dept 1993] [citation omitted].) If the court were to accept plaintiffs' interpretation of this general provision, it would be rewriting the contract to add an obligation on defendants or a right not bestow on plaintiffs. (See generally *Ruttenberg v Davidge Data Sys. Corp.*, 215 AD2d 191, 197 [1st Dept 1995].) This is particularly true when reading the Agreements as a whole.

Article 2 of the Management Agreements contains very specific duties to be undertaken by defendants. For example, Article 2 contains specific provisions addressing defendants' obligations as to rent and entering into utilities contracts:

“(h) Accept applications and references from all prospective tenants and subtenants, obtain credit reports if requested by the Owner relating to prospective tenants and subtenants of space being leased or subleased by the Owner.

(j) Bill or cause to be billed, tenants for rent and other charges, using its best efforts to collect rent and other charges and deposit same in the Building's bank account; ... When and if directed by the Owner, serve notices upon tenants and subtenants to quit and surrender space occupied by them. ... Also, when directed by the Owner, and on its behalf, caused to be instituted (at the expense of Owner) for the collection of rent and other charges which may at any time be or become due to the Owner from any tenant with respect to space in the Building(s), institute foreclosure or summary proceedings to recover possession thereof and, with the consent of the Owner's attorneys, employ and pay special counsel, if necessary, for any such purposes, but no suit or summary proceedings shall be instituted unless the Owner's written authorization thereof is first obtained.

(d) Enter into contracts for electricity, gas, steam, air conditioning, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, detective agency protection, vermin extermination and other services or such of them as shall be advisable, but any such contract having a term longer than one year or requiring annual payments in excess of \$1,000.00 shall be authorized by Owner. Agent if possible will supply Owner with three competitive bids where practical.”

(NYSCEF 16, 17, 18, Management Agreements.)

Plaintiffs' interpretation to include such a specific duty under a general provision would essentially rewrite the contract. If the parties wished to obligate defendants to negotiate apartment leases in order to maximize rental income and property asset values, apply IAI increases, entered into contracts other than for utilities, and maximize the annual rent roll, they should have specifically so provided.

Further, plaintiff argues that Article 3 of the Management Agreement empowered defendants to negotiate leases, but the plain language of this Article merely authorizes defendants to act as an agent in carrying their obligations outlined in Article 2.

Plaintiffs' breach of contract claim is dismissed. The court notes that this claim, in addition to the reasoning above, is dismissed against the individual defendants.

(Randall's Is. Aquatic Leisure, LLC v City of NY, 92 AD3d 463, 463 [1st Dept 2012]

[citation omitted] ["There can be no breach of contract claim against a non-signatory to the contract".])

Breach of Fiduciary Duty

"To state a claim for breach of fiduciary duty, plaintiffs must allege that (1) defendant owed them a fiduciary duty, (2) defendant committed misconduct, and (3) they suffered damages caused by that misconduct." (*Burry v Madison Park Owner LLC, 84 AD3d 699, 699-700 [1st Dept 2011]* [citations omitted].) A breach of fiduciary duty must be pled with particularity. (*Schroeder v Pinterest Inc., 133 AD3d 12, 23 [1st Dept 2015]* [citations omitted].)

"A fiduciary relationship exists between two persons when one of them is under a duty to act for or to give advice for the benefit of another upon matters within the scope of the relation. Such a relationship, necessarily fact-specific, is grounded in a higher level of trust than normally present in the marketplace between those involved in arm's length business transactions."

(*EBC I, Inc. v Goldman Sachs & Co.*, 5 NY3d 11, 19 [2005] [internal quotation marks and citations omitted].) When there is a contract between parties, the court looks at the agreement “to discover . . . the nexus of [the parties'] relationship and the particular contractual expression establishing the parties' interdependency.” (*Id.* at 20 [internal quotation marks and citation omitted].) An advisory role can create a fiduciary duty. (*Id.* at 20-22.) “[I]t is fundamental that fiduciary liability is not dependent solely upon an agreement or contractual relation between the fiduciary and the beneficiary but results from the relation.” (*Id.* [internal quotation marks and citation omitted].)

“A fiduciary, in the context of property management, is ‘one who transacts business, or who handles money or property, which is not his (or her) own or for his (or her) own benefit, but for the benefit of another person, as to whom he (or she) stands in a relation implying and necessitating great confidence and trust on the one part and a high degree of good faith on the other part’” (*Black v 22321 Owners Corp.*, 31 Misc 3d 1204[A], 1204A, 2011 NY Slip Op 50487[U], *2 [Sup Ct, NY County 2011], quoting *Board of Mgrs. of Fairways at N. Hills Condominium v Fairway at N. Hills*, 193 AD2d 322, 325 [2d Dept 1993].)

Plaintiffs have sufficiently alleged that, as managing agent of buildings, Kaled owed plaintiffs a fiduciary duty. Plaintiffs allege that defendants have been the exclusive managing agent of each building and has handled the plaintiffs' properties since the late 1980's. (NYSCEF 6, VC ¶ 30.) Plaintiffs allege that their trust and confidence was placed in Kaled because Kaled represented itself as a highly experienced property management company aimed at maximizing profits. (*Id.* ¶¶ 33-

34.) Plaintiff has sufficiently alleged a business relationship that goes beyond an arms-length transaction.

Plaintiffs have also pled the alleged misconduct. Specifically, that Kaled (1) failed to apply IAI increases; (2) leased units to tenants at rates below the average legal regulated rents for each building and for each building's neighborhood; (3) failed to charge vacancy increases; (4) offered "sweet-heart leases" to defendants' friends, family, and vendors after tens of thousands of dollars were spent in upgrading those apartments; (9) registered an apartment as rent stabilized after it was deregulated; and (10) failed to renew or extend agreements to increase the rent or charge for the storage lockers at one of the buildings. (*Id.* ¶ 38.) This is sufficient to establish misconduct based on the claim that Kaled engaged in self-dealing by providing discount leases for its own benefit, at the expense of the plaintiffs.

Plaintiffs have sufficiently alleged damages based on the lost rent and how the rent stabilized units affect the value of the properties as a whole. (*Id.* ¶¶ 46-93.)

Plaintiffs also allege a breach of fiduciary duty against the individual defendants. However, it was Kaled, and not the individual defendants, who managed and handled the properties creating a fiduciary duty.

Therefore, the motion to dismiss the breach of fiduciary duty claim is granted, in part, and the claim is dismissed against defendants Kaled, Edward Kalikow, Greg Kalikow, Jordan Platt, and Paul Atinello.

Negligent Misrepresentation

"A claim for negligent misrepresentation requires the plaintiff to demonstrate (1) the existence of a special or privity-like relationship imposing a duty on the defendant to

impart correct information to the plaintiff; (2) that the information was incorrect; and (3) reasonable reliance on the information.” (*J.A.O. Acquisition Corp. v Stavitsky*, 8 NY3d 144, 148 [2007] [citations omitted].) “A special relationship may be established by “persons who possess unique or specialized expertise, or who are in a special position of confidence and trust with the injured party such that reliance on the negligent misrepresentation is justified.” (*Mandarin Trading Ltd. v Wildenstein*, 16 NY3d 173, 180 [2011].)

Plaintiffs allege that they relied on defendant’s misrepresentations that they would maximize the value of the plaintiffs’ assets. Plaintiffs point to Kaled’s website which allegedly states:

“the partner you can trust for our real estate management experience...to improve operational efficiencies, tenant relationships and financial profitability;” “[f]rom planning and implementing operational improvements to proactively identifying strategies and opportunities to maximize your asset value, our experienced team is dedicated to meeting your immediate needs and your long-term goals;” “[y]our Kaled team will not only take care of the day to day with an eye towards optimal operational efficiency, we also look to the future and proactively identify strategies and opportunities to maximize your long-term asset value.”

(NYSCEF 6, VC ¶ 29.) Plaintiffs supplement their complaint with the affidavit of Steven Miller, Chairman of the entities that are plaintiffs’ members and/or managers. (*See Ackerman v 305 E. 40th Owners Corp.*, 189 AD2d 665, 666 [1st Dept 1993] [citation omitted] [holding that the court may consider affidavit facts as a supplement to the complaint to show the cause of action to be valid, but the affidavits shall not “be examined for the purpose of determining whether there is evidentiary support for the pleading”].)

In his affidavit, Miller states that Ed and Greg Kalikow assured plaintiffs that they and Kaled were always working for the benefit of the plaintiffs to maximize the value of the properties. (NYSCEF 22, Miller aff at ¶¶ 6, 20.) Miller states that his father originally acquired the properties in the late 1960's as a real estate professional, but after his Miller's father suffered a stroke in 1994, he and his mother relied on Edward Kalikow through the transitional period for the business. (*Id.*) Miller alleges he is a physician and not an expert in the ownership or management of real estate. (*Id.*) Miller believed that Edward Kalikow had his and his mother's best interest at heart (*id.*), and they trusted the Kalikow family. (*Id.* at ¶ 11.)

Defendants argue that these were opinions, not misstatements of fact, and that plaintiffs did not rely on these statements. Even if a special relationship existed between the plaintiffs, Kaled and the Kalikow defendants, the alleged negligent misrepresentations are opinions of value or future expectations, or representations of facts that should have been subjected to further scrutiny. (See *Lester v Capo*, 2016 NY Slip Op 30214[U], *36-37 [Sup Ct, NY County 2016], citing *Sheth v New York Life Ins. Co.*, 273 AD2d 72, 74 [1st Dept 2000] ["Like fraud claims, negligent misrepresentation claims cannot be sustained by allegations of mere puffery, opinions of value or future expectations]; *Elghanian v Harvey*, 249 AD2d 206 [1st Dept 1998].)

The negligent misrepresentation claim is dismissed against all defendants. This claim is dismissed against defendants Platt and Atinello on the additional ground that there are no misrepresentations attributed to them in the VC.

Remaining Claims

The remaining claims of disgorgement, restitution, unjust enrichment, negligence, and punitive damages are dismissed for the reasons stated on record on May 10, 2021. (NYSCEF 44, Tr at 72:2-10.)

Accordingly, it is

ORDERED that the defendants' motion to dismiss is granted, in part, in so far as the first (breach of contract), third (disgorgement), fourth (restitution), fifth (unjust enrichment), sixth (negligence), seventh (negligent misrepresentation), and eighth (punitive damages) causes of action are dismissed in their entirety, and the second cause of action (breach of fiduciary duty) is dismissed as to defendants Edward Kalikow, Greg Kalikow, Jordan Platt, and Paul Atinello; and it is further

ORDERED that the action is severed and continued against the remaining defendant Kaled Management; and it is further

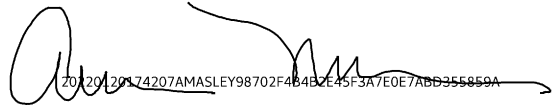
ORDERED that the caption be amended to reflect the dismissal and that all future papers filed with the court bear the amended caption; and it is further

ORDERED that counsel for the moving party shall serve a copy of this order with notice of entry upon the Clerk of the Court (60 Centre Street, Room 141B) and the Clerk of the General Clerk's Office (60 Centre Street, Room 119), who are directed to mark the court's records to reflect the change in the caption herein; and it is further

ORDERED that such service upon the Clerk of the Court and the Clerk of the General Clerk's Office shall be made in accordance with the procedures set forth in the Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases (accessible at the "E-Filing" page on the court's website at the address www.nycourts.gov/supctmanh); and it is further

ORDERED that defendant Kaled Management shall file an answer within 20 days of this decision; and it is further

ORDERED that the remaining parties shall submit a joint preliminary conference order in 30 days, or if the parties cannot agree to a joint PC order, they may submit competing orders.



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1/20/2022

DATE

ANDREA MASLEY, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE