SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. SHLOMO HAGLER **PART** 17

Justice

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LA NONA SALINAS,

Plaintiff,

- v -

WORLD HOUSEWARE PRODUCING CO. LTD., JOSIE ACCESSORIES INC, DOLGENCORP, OF TEXAS, INC.,DOLLAR GENERAL CORPORATION,

Defendant.

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INDEX NO. 107662/2010

MOTION DATE 03/23/2017, 03/23/2017, 03/23/2017

MOTION SEQ. NO. 007 008 009

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 007) 78, 79, 80, 81, 82, 83, 84, 85, 86, 93, 94, 99, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 145, 149, 153, 157, 158, 163, 164, 167, 170

were read on this motion to/for SUMMARY JUDGMENT(AFTER JOINDER.

The following e-filed documents, listed by NYSCEF document number (Motion 008) 87, 88, 89, 95, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 144, 155, 156, 165, 168

were read on this motion to/for JUDGMENT - SUMMARY.

The following e-filed documents, listed by NYSCEF document number (Motion 009) 90, 91, 92, 96, 100, 101, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 147, 148, 150, 151, 152, 154, 159, 160, 161, 166, 169

were read on this motion to/for JUDGMENT - SUMMARY.

HON. SHLOMO S. HAGLER, J.S.C.:

In this action for *inter alia* negligence, breach of warranty, strict products liability, failure to warn and failure to recall, defendants World Houseware Producing Co., Ltd. ("World"), Josie Accessories, Inc. ("Josie") and Dolgencorp of Texas, Inc. ("Dolgencorp")[1] (collectively, "defendants") move for summary judgment dismissing plaintiff La Nona Jean Salinas' ("Salinas" or "plaintiff") complaint and all cross-claims as asserted against each of the

[1] Dolgencorp is commonly known by its trade name, Dollar General.

defendants (Motion Sequence Nos. 007 [Josie], 008 [World], 009 [Dolgencorp]). Dolgencorp also moves for summary judgment dismissing the complaint on alternate grounds and on its cross-claims against co-defendants World and Josie (Motion Sequence No. 009) in addition to dismissing the cross-claims asserted against it. In an affirmation in opposition to defendants' motions, plaintiff's counsel asserts that plaintiff is pursuing her negligence and strict liability causes of action and has withdrawn her claims for breach of warranty and failure to recall (Affirmation in Opposition, NYSCEF Doc. No. 102 at 1-2).[2] Furthermore, with respect to plaintiff's strict liability cause of action, plaintiff's arguments in opposition are based on allegations of a design defect.[3]

BACKGROUND FACTS

Plaintiff seeks damages for personal injuries arising out of the use of a potholder[4] manufactured by World and distributed by Josie to retailer Dolgencorp (Second Amended Verified Complaint ("Compl.") ¶¶ 10-17, NYSCEF Doc. No. 20).

By Decision and Order, dated March 23, 2017, Hon. Anil C. Singh, J.S.C. ("Prior Supreme Court Decision and Order") provided a concise recitation of the facts in this matter as follows:

> On December 11, 2008, plaintiff placed a biscuit sandwich in a pan on the top rack of her electric oven and proceeded to bake the biscuit. The oven is an electric oven wherein the heating element is suspended from the top of the oven. After a few minutes, plaintiff picked up the pot holder at issue, folded it in half in her right hand and reached into the oven to pull out the rack. She pulled out the

[2]Although not mentioned specifically, plaintiff appears to have abandoned plaintiff's fourth cause of action for failure to warn given there is no argument in opposition to defendants' motions with respect to such cause of action. Furthermore, while as both Josie and World seek dismissal of all cross-claims in their respective Notices of Motion, they have not presented any arguments seeking dismissal of cross-claims asserted by Josie as against World and asserted by World as against Josie. As such, this Court will not address these claims at this time.

[3] In opposition, plaintiff's arguments as to strict liability are based on allegations of design defect and there are no arguments alleging a strict liability claim based on a manufacturing defect.

[4] The Court will refer to potholder as one word, even though referenced in the record as both a pot holder and a potholder.

> rack far enough to grab the biscuit plan. While removing the pan, plaintiff noticed that the pot holder had ignited into flames.
>
> After realizing that the potholder was on fire, Salinas turned and threw the potholder into the nearby sink. At this point, she noticed flames on her night gown below her waist and above her knees. The left hem of her nightgown allegedly ignited first. Salinas rushed outside and rolled in the yard to extinguish the flames. Salinas suffered serious injuries from the incident and is seeking recovery from the manufacturer, distributer, and seller of the pot holder, which plaintiff alleges was the source of her injuries (*Salinas v World Houseware Producing Co. Ltd.*, 2017 N.Y. Slip Op. 30585(U) at *1) [internal citations to the record omitted]).

PRIOR DECISIONS

There have been numerous decisions rendered in this matter. The Prior Supreme Court Decision and Order granted summary judgment to defendants on grounds that the plaintiff's expert testimony was completely inconsistent with plaintiff's deposition testimony (*Id.* at *3). Plaintiff's expert David M. Hall ("Hall") testified that plaintiff must have inadvertently touched the potholder to the oven heating element which caused the potholder to combust, whereas plaintiff repeatedly testified that she did not touch the heating element (*Id.* at *3). The Court opined that "[p]laintiffs' experts cannot establish a material issue of fact by impeaching Salinas' testimony by opining that she must have touched the heating element. Therefore, as the potholder was not the proximate or producing cause of plaintiff's injuries and plaintiff has failed to raise any material issues of fact requiring a trial, defendants' motion for summary judgment, dismissing the action in its entirety is granted" (*Id.* at *3). The Supreme Court Decision and Order further provided that "as the issue of causation is dispositive, any additional arguments by either party [are] hereby rendered moot" (*Id.*, fnt 2).

By Decision, dated November 20, 2018, the Appellate Division, First Department affirmed the Supreme Court Decision and Order (*Salinas v World Houseware Producing Co.*,

Ltd., 166 AD3d 493 [1st Dept 2018]). The First Department stated "[w]here the conclusion of an expert relies upon facts contrary to the plaintiff's testimony, the affirmation will fail to raise an issue of fact sufficient to defeat summary judgment. Here, the validity of plaintiff's experts' opinions rely upon the assumption that the subject potholder caught fire after contacting the heating element of plaintiff's oven, a fact plaintiff specifically denied several times at her deposition. Plaintiff was not equivocal at her deposition, nor did she seek to correct her testimony at any time thereafter" (Id. at 493-494).

By Decision, dated September 12, 2019, the Court of Appeals reversed the order of the Appellate Division and remitted the matter to Supreme Court for further proceedings (*Salinas v World Houseware Producing Co. Ltd.* (34 NY3d 925 [2019]). The Court held that "although plaintiff's deposition testimony partially contradicted the factual conclusions reached by her expert witnesses, the expert opinions were based upon other record evidence and were neither speculative nor conclusory. Insofar as plaintiff raised genuine issues of fact on the element of causation, summary judgment should not have been granted on that ground. We remit for Supreme Court to consider the alternate grounds for summary judgment defendants raised in their motions and neither Supreme Court nor the Appellate Division reached" (Id at 926 [internal citations omitted]).[5]

CHOICE OF LAW

It is undisputed that pursuant to the New York choice of law rules, procedural issues in this matter are governed by New York law and substantive issues are governed by Texas law (*see Schultz v Boy Scouts of Am.*, 65 NY2d 189 [1985]; *Devore v Pfizer Inc.*, 58 AD3d 138 [1st Dept 2008] (Where a plaintiff lives and works in Michigan, purchases a product in Michigan and

[5] This matter was randomly assigned to this Part as Justice Singh was appointed an Associate Justice of the Appellate Division, First Department.

the alleged injuries occur in Michigan, Michigan law will apply because Michigan has far greater significant contacts with the litigation). Here, it is undisputed that "plaintiff is a resident of Texas who was injured in Texas by a product purchased in Texas. The only connection to New York is Josie's place of business. Therefore, Texas has greater significant contacts and its law will apply to all substantive issues" (Supreme Court Decision and Order at *2).

SUMMARY JUDGMENT

In a summary judgment motion, the movant must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to eliminate any material issues of fact (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]). If the movant fails this showing, the motion should be denied (*id.*). However, where this showing is made, the burden then shifts to the party opposing the motion to produce sufficient evidentiary proof to establish the existence of a material issue of fact which requires a trial of the action (*id.*).

In weighing a summary judgment motion, "evidence should be analyzed in the light most favorable to the party opposing the motion" (*Martin v Briggs*, 235 AD2d 192, 196 [1st Dept 1997]). The motion should be denied if there is any doubt about the existence of a material issue of fact (*Vega v Restani Constr. Corp.*, 18 NY3d 499, 503 [2012]). Where different conclusions may reasonably be drawn from the evidence, the motion should also be denied (*Jaffe v Davis*, 214 AD2d 330 [1st Dept 1995]). On the other hand, bare allegations or conclusory assertions are insufficient to create genuine issues of fact to defeat the motion (*Zuckerman v City of New York*, 49 NY2d 557 [1980]; *Rotuba Extruders v Ceppos,* 46 NY2d 223, 231 [1978]). Moreover, issues with respect to witness credibility are generally inappropriate for resolution in a summary judgment motion (*Santana v 3410 Kingsbridge LLC*, 110 AD3d 435, 436 [1st Dept 2013]).

TEXAS LAW

"Under Texas law, a plaintiff can recover in a products liability action under three theories: (1) strict liability; (2) negligence; and (3) breach of warranty" (*Romo v Ford Motor Co.*, 798 FSupp2d 798, 805 [SD Tex 2011] ["*Romo*"]). In a strict liability cause of action, a party must establish that "(1) a product is defective; (2) the defect rendered the product unreasonably dangerous; (3) the product reached the consumer without substantial change in its condition from time of original sale; and (4) the defective product was the producing cause of the injury" (*Romo* at 806). "To recover for a products liability claim alleging a design defect, a plaintiff must prove that (1) the product was defectively designed so as to render it unreasonably dangerous; (2) a safer alternative design existed; and (3) the defect was a producing cause of the injury for which plaintiff seeks recovery (*Timpte Industries, Inc. v Gish*, 286 SW3d 306, 311 [Sup Ct Texas 2009]; *see also Romo* at 807).

"To recover under a theory of negligence, a plaintiff must show " 'the existence of a duty on the part of one party to another; (2) the breach of that duty; and (3) the injury to the person to whom the duty is owed as a proximate result of the breach' " (*Romo* at 807 quoting *Dion v Ford Motor Company*, 804 SW2d 302, 310 [Tex App-Eastland 1991]). "Strict liability looks at the product itself and determines if it is defective. Negligence looks at the act of the manufacturer and determines if it exercised ordinary care in design and production" (*Id.*).

DISCUSSION

Defendants' Motion for Summary Judgment

Defendants proffer an affidavit of R. Thomas Long Jr., ("Long") a principal engineer in Exponents thermal sciences practices, sworn to on August 20, 2012 ("Long Affidavit")

(NYSCEF Doc. No. 80). Long opines that "to a reasonable degree of scientific and engineering certainty the incident potholder was designed and manufactured in accordance with existing industry standards, was not defective and was reasonably safe for i[t]s intended use (Long Affidavit ¶ 15)." Long further opines "with a reasonable degree of scientific and engineering certainty, that the potholder was not the origin and/or cause of the fire" (*Id.* at ¶ 13).

By reliance on the Long Affidavit, defendants have failed to make a prima facie showing of entitlement to summary judgment as a matter of law. Long's conclusory statement that his opinion is based on an "examination of the incident potholder and other artifacts recovered from the scene of the fire, laboratory testing and analysis of the incident and exemplar potholder, evidence collected at the joint inspection and testing of the incident and exemplar electric stove/oven and the exemplar potholders" is not supported by his Affidavit (Long Affidavit at ¶ 5).

First, Long opines that "based on my laboratory testing", the potholder was not the origin or cause of the fire. Long however neither indicates what laboratory testing he conducted to support his conclusions nor what standards he relied upon. It is not clear whether Long relied on the results of independent testing conducted by Bureau Veritas ("Veritas") used by other retailers such as Big Lots and CVS on "sample potholders designed by Josie and manufactured by World [ ] in the same manner as the incident potholder around the same time" (Long Affidavit, NYSCEF Doc. No. 80 at ¶ 14). Second, while Long stated that there are "no specific and/or required flammability tests for potholders", at the same time Long opines that the subject potholder was "designed and manufactured in accordance with existing industry standards" (*Id.* at ¶¶ 14, 15). Having failed to specify what these industry standards are and how they apply to the instant potholder, Long's opinion is entirely conclusory. Third, he seemingly relies on

certain flammability testing conducted by Veritas pursuant to protocols of retailers Big Lots and CVS that purchased sample potholders, which like the subject potholder, were designed by Josie and manufactured by World. Long states that the test conducted by Big Lots was a "standard test to assess the flammability of textiles intended to be used for apparel" (*Id.* at ¶ 14) and CVS conducted tests applicable to 'flammable solids'. Long fails to explain how these tests would be applicable to potholders and constitute the industry standard for testing potholders. Defendants have submitted copies of the results of the tests from Big Lots and CVS (NYSCEF Doc. No 84. Exhibit M). It appears that the Big Lots test, dated May 15, 2008, was conducted on pot mitts[6] and produced to an entity named Elrene Home Fashions ("Elrene"). On the first page of the test report in large capital letters is the word FAIL.[7] The CVS test, dated December 13, 2005 (three years before the subject incident) was seemingly conducted on oven mitts not potholders, specifies that the vendor was Elrene and provides a 'Pass' result. Siegel testified that he did not know how the CVS tests were conducted (NYSCEF Doc. No. 84, Exhibit J at 108, l 20). Both the Big Lots and CVS reports are unsworn and difficult to decipher.

Long also states that burnt debris was recovered from inside the subject stove which did not match the fabric analysis of the incident potholder without indicating what fabric analysis he conducted. Long further conjectures that the burnt debris could be comprised of plaintiff's nightgown and/or housecoat which she was wearing at the time of the accident (Long Affidavit at ¶ 11). Furthermore, Long states that he relied on "Vartest Laboratory testing" of the incident potholder without explanation.

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[6] Bryan Siegel ("Siegel") of Josie testified at his deposition that pot mitts are different than potholders but that the pot mitts tested by Big Lots were 100% cotton like the potholders that had been manufactured by World for Josie such as the subject potholder (NYSCEF Doc. No. 83, Exhibit J).

[7] Under the caption "Test Results" with a subheading of Labeling, the Big Lots test states that fiber content was not requested by client. It is unclear whether this test results page only applies to the label on the pot mitts tested or something else (NYSCEF Doc. No. 84, Exhibit M at 10).

Based on the foregoing, defendants have failed to make a prima facie showing of entitlement to summary judgment dismissing the complaint in this matter. Even if defendants had met their prima facie burden, plaintiff raises an issue of fact. Plaintiff proffers an affidavit and amended affidavit of engineer David M. Hall, PhD ("Hall"), sworn to on March 4, 2015 ("Hall Affidavit") (NYSCEF Doc. No. 80, 202).[8] Hall opines that based on his examination of the incident potholder and exemplars, the potholder was not 100% cotton despite the label indicating 100% cotton content, given that the stitching and fill material was all or partially comprised of polyester and polypropylene fibers (Hall Affidavit at ¶ 6). Relying on his education and training, Hall considered the flammability of 100% cotton and of polyester and polypropylene fibers as well as other fibers used in textile production. Hall opined that the polyester and polypropylene fibers increase the flammability of the potholders and lessen their ignition resistance (*Id.*). Hall concludes that "the production of the incident potholder containing non cotton, more flammable fibers, and without flame retardant, rendered the potholder unreasonably dangerous, taking into account the utility of the product and the risk involved in its use" (*Id.* at ¶ 9). Hall opined further that addition of flame retardant would have constituted a safer design (*Id.*).[9]

Additional Ground for Dismissal alleged by Dolgencorp

Dolgencorp's additional ground for dismissal of plaintiff's complaint is that Dolgencorp qualifies as a nonmanufacturing seller that is immune from liability under Texas Civil Practice

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[8] The Amended Affidavit attaches a Certificate of Conformity (NYSCEF Doc. No. 202).
[9] Having found that plaintiff has raised an issue of fact by submission of the Hall Affidavit (even had this Court found that defendants met their burden), this Court need not consider the Affidavit of Michael J. Schulz, sworn to on November 24, 2014 submitted by plaintiff in opposition to defendants' motion for summary judgment (NYSCEF Doc. No. 106).

and Remedies Code ("Texas Code") § 82.003. Dolgencorp also seeks common law indemnity from Josie and World, and contractual indemnity from Josie.

Dolgencorp argues that under Texas Code § 82.003 a nonmanufacturing seller, like Dolgencorp, is not liable for harm caused by a product unless an enumerated exemption applies. Dolgencorp asserts that the only applicable exemptions provide for liability if a plaintiff proves "that the seller participated in the design of the product" [§ 82.003 (a) (1)] or "that (A) the seller exercised substantial control over the content of a warning or instruction that accompanied the product; (B) the warning or instruction was inadequate; and (C) the claimant's harm resulted from the inadequacy of the warning or instruction" [§ 82.003 (a) (4)].[10] In opposition, to Dolgencorp's motion for summary on the nonmanufacturing seller prong, Josie argues that the record reflects that Dolgencorp participated in the design process and controlled the inspection and testing procedures thereby creating an issue of fact under Texas Code § 82.003 (a) (1).

Dolgencorp also seeks common law indemnity from Josie and World pursuant to its cross-claims under Texas Code § 82.002. Dolgencorp argues that Josie and World would be considered "manufacturers" under Texas Code § 82.001 (4), and this duty is in effect until and unless there is a finding that Dolgencorp was negligent. Dolgencorp also seeks contractual indemnity from Josie and argues that pursuant to the Purchase Order entered into between Josie and Dolgencorp, Tennessee law should apply, and that under Tennessee law, Dolgencorp is entitled to contractual indemnification even if there is an issue of fact as to Dolgencorp's own negligence.

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[10] Neither Josie nor World submitted opposition to Dolgencorp's argument that it is not liable under the exemption provided for in Texas Code § 82.003 (a) (4).

Nonmanufacturing seller exemption under Texas law

Dolgencorp argues that it did not participate in the design of the potholder. In support of its motion, Dolgencorp relies on portions of the deposition testimony of various witnesses in this matter. Dolgencorp asserts that World (the manufacturer) and Dolgencorp do not engage in business directly. Rather World does business with Josie and Josie does business with Dolgencorp (NYSCEF Doc. No. 83, Exhibit I at 21:20-22:8, 109:21-23; [Deposition of Janice Yiu of World ("Yiu")]; NYSCEF Doc. No. 84, Exhibit L at 94:3-11 [Deposition of Julia A. Richards of Dollar General[11]]; NYSCEF Doc. No. 83, Exhibit K at 166:21-167:1 [Deposition of Nancy Parks of Dollar General]).

Yiu of Dollar General testified that Dollar General had no involvement with the design and make-up of the potholder (NYSCEF Doc. No. 83, Exhibit I at 74:6-9). In fact, Yiu testified as to the authenticity of a letter that she sent to Josie, dated August 30, 2010. Said letter states that "our company is a manufacturer of household products"; "we manufacture products under purchase orders given by your company [Josie]; all relevant specifications on the products must be approved by your company before the start of production, and we ship our merchandise according to the material, quality, standard, and size approved by your company [Josie]." Yiu also testified that World has been manufacturing potholders for Josie with the same specifications as the subject potholder for years. In fact, Siegel of Josie testified that World also manufactured potholders identical to the incident potholder pursuant to orders from Josie for other retailers such as Big Lots and CVS (NYSCEF Doc. No. 83, Exhibit J at 138:11-18; 182:18-18; 187:9-17). In addition, the following question was asked at the deposition of Siegel of Josie:

> Q.: "So am I correct that the CVS and Big Lots and the Dollar General potholders and all of the potholders manufactured by World all have the same type of cotton and are all 100% cotton?

[11] Dolgencorp is otherwise known as Dollar General.

A.: Yes.

In opposition, Josie argues that Dolgencorp is not an innocent seller within the scope of Texas Code § 82.001[12] and was an active participant in the process having final approval before the potholders went into the stream of commerce.

It is established under Texas law that "all manufacturers are also sellers, but not all sellers are manufacturers" (*SSP Partners v Gladstrong Investments (USA) Corporation*, 275 SW3d 444, 449 (Sup Ct Texas 2008). The *SSP Partners* Court stated further that to fit under the definition of manufacturer a party must be "someone involved in making a product" (*Id.* at 450). Here, as there is no evidence in the record that Dolgencorp as the seller was involved in making the potholder, Dolgencorp cannot be considered a manufacturer.

In turn, a nonmanufacturing seller under Texas law is only liable under Texas Code § 82.003, for harm caused by a product if an exemption applies. As argued by the parties, the exemption applicable in this matter provides that a manufacturing seller would be liable if it participated in the design of the potholder [Texas Code § 82.003 (a) (1)]. Here, Richards of Dolgencorp testified that specifications were provided by Josie (NYSCEF Doc. No. 84, Exhibit L at 56:16-21 [the vendor (Josie) decides what the fabric content will be]; 59:7-14 [the vendor (Josie) sets specification on fabric weight and size]). Richards further testified about the ordering process. Richards stated that it is the "vendor (Josie) [which] provides the specifications of the product when it is presented to us [Dolgencorp] to purchase" (NYSCEF Doc. No. 84, Exhibit L at 37:7-8). Richards testified that "the buyer (Dolgencorp) meets with

[12] Under Texas Code § 82.001 (3) a seller "means a person who is engaged in the business of distributing or otherwise placing, for any commercial purpose, in the stream of commerce for use or consumption a product or any component thereof." Under Texas Code § 82.001 (4) a manufacturer "means a person who is a designer, formulator, fabricator, producer, compounder, processor, or assembler of any product or any component part thereof and who places the product or any component part thereof in the stream of commerce."

the vendor (Josie), and the vendor (Josie) submits [the] product that they would like to see if we (Dolgencorp) wants to purchase" (*Id.* at 37:15-17).

Plaintiff makes conclusory assertions that somehow Dolgencorp participated in the design of the incident potholder by submitting specifications to Josie for the subject potholder in a 'Buy Plan' which is sent by Dolgencorp to Josie by email. The Buy Plan would have the quality, size and quantity of the potholder that Dolgencorp wished to order from Josie. Significantly however, it is undisputed that Josie was not able to locate a Buy Plan for the period of time the subject potholder was produced.

There is no evidence in the record that [Dolgencorp] created the specifications for the subject potholder through a Buy Plan or otherwise since the specifications applicable to the subject potholder had been used by Josie and World for many years prior to the subject incident. Dolgencorp as a nonmanufacturer is not liable for harm caused by the potholder under Texas Code § 82.003. The assertions by plaintiff and Josie in opposition to Dolgencorp's motion for summary judgment that as a seller of a product manufactured by World and distributed by Josie, Dolgencorp participated in the design of the potholder, are entirely conclusory and fail to raise an issue of fact.[13]

To the extent that Dolgencorp seeks common law indemnification as against Josie and World and contractual indemnification as against Josie, and dismissal of any cross-claims asserted against it, the Court requires oral argument on these issues only.

[13] World's opposed Dolgencorp's motion to the extent Dolgencorp seeks indemnity from World.

CONCLUSION

Accordingly, it is

ORDERED that the motion by defendant Josie Accessories, Inc. for summary judgment dismissing the complaint (Motion Seq. No. 007) is denied; and it is further

ORDERED that the motion by defendant World Houseware Producing Co., Ltd. for summary judgment dismissing the complaint (Motion Sequence No. 008) is denied; and it is further

ORDERED that the motion by Dolgencorp of Texas, Inc. for summary judgment is granted to the extent of dismissing the complaint as to it and is held in abeyance pending argument on Dolgencorp's motion to the extent it seeks common law indemnification against Josie and World and contractual indemnification against Josie, and dismissal of any cross-claims as asserted against it. Oral argument on these issues only will be held on March 10, 2022 at 11:00 a.m. remotely via Microsoft Teams.

2/1/2022
DATE

SHLOMO HAGLER, 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