

Dani v 551 W. 21st St. Owner LLC
2022 NY Slip Op 31131(U)
April 6, 2022
Supreme Court, New York County
Docket Number: Index No. 155513/2016
Judge: Richard Latin
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. RICHARD LATIN PART 46V

Justice

-----X

AGIM DANI,

Plaintiff,

- v -

551 WEST 21ST STREET OWNER LLC, 551 WEST 21ST STREET DEVELOPMENT LLC, SR CAPITAL, LLC, TRITON CONSTRUCTION COMPANY, LLC, CONSTRUCTION REALTY SAFETY GROUP INC.

Defendant.

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INDEX NO. 155513/2016

MOTION DATE 08/26/2021

MOTION SEQ. NO. 007

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 007) 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141

were read on this motion to/for DISMISSAL.

Upon the foregoing documents, it is ordered that defendants' motion for summary judgment is determined as follows:

This is an action to recover damages for personal injuries sustained by a project manager on January 18, 2016, when while working at a construction site located at 551 West 21st Street, New York, New York (the Premises), he tripped and fell over a metal stud lying on the ground.

In motion sequence number 007, defendants 551 West 21st Street Owner, LLC (Owner), 551 West 21st Street Development LLC (Development) (together the 551 West defendants), SR Capital, LLC (SR Capital), Triton Construction Company, LLC (Triton) Construction Realty Safety Group, Inc. (Safety) and McCormack Contracting, Inc. (McCormack) (collectively, defendants), move, pursuant to CPLR 3212, for summary judgment dismissing the complaint.¹

¹ By so ordered stipulation, signed on February 16, 2021 and entered the following day, this action was consolidated with the matter captioned Agim Dani v McCormack Contracting, Inc., Index Number 150201/2019 (NYSCEF Doc. No. 115).

BACKGROUND

On the day of the accident, Owner owned the Premises and Development was its managing agent. Owner hired Triton as the general contractor for a project at the Premises that entailed the new construction of a 20-story mixed-use condominium (the Project). Triton, in turn hired Safety as the Project's safety manager. Triton also hired McCormack as a carpentry contractor. Plaintiff was the project manager for non-party Crown Architectural Systems (Crown), a window installation subcontractor on the Project.²

Plaintiff's Deposition Testimony

Plaintiff testified that on the day of the accident he was the senior project manager for Crown. He was Crown's most senior person at the Project and was present at the Premises on a regular basis. Crown was a window installer, responsible for all windows, exterior and interior. Plaintiff was responsible for Crown's logistics, payroll, material ordering. He regularly attended meetings with the general contractor, Triton. Plaintiff typically arrived at the Project around 6:30 AM.

Plaintiff testified that the accident occurred on the first floor of the Premises, in an under-construction lobby area, at around 9:30 AM. He described the lobby area as being a large generally open area. The lobby was filled with "a lot of boxes, precast stones, crates with materials, furniture on the left and on the right" creating a "pathway" through the lobby (*id.* at 53).

Plaintiff testified that the area where he fell was a "very big" lobby that had materials to the "left side and right side," creating a "pathway" (plaintiff's tr at 62). Plaintiff also testified that, "[i]n order to reach the basement or an elevator, [workers] have to follow that path" (*id.*). Some

² No mention is made, or description given of defendant SR Capital.

of the materials to the sides of the path included steel studs. He also noted that the accident area was near an elevator used to carry materials to higher levels.

On the day of the accident, at around 9:45 AM, plaintiff walked the exterior of the Premises from the west side to the east side. He then reentered the Premises and walked down several pathways, making several turns before arriving in an area where precast stones were in the process of being moved and/or installed. As he walked down the path, he saw two welders working approximately five feet to his left, on a scissor lift (*id.* at 93). A crew was working with a forklift approximately 20 feet to his right (*id.* at 97). As he walked down the pathway, his “right-hand foot [sic] gets stuck on the metal studs” causing him to “go airborne” and land directly on his left knee (*id.* at 100).

Plaintiff testified that the studs were anywhere from six-to-twelve feet long and four-to-six inches wide (*id.* at 111). They were stored in a pile of “two, three lines” (*id.* at 110). Plaintiff later explained that his foot caught “the top” stud in the pile (the Stud) (*id.* at 118).

Plaintiff testified that he did not stop to get any food or drink prior to his accident. Plaintiff also testified that, though he had a cell phone with him, he did not use it immediately prior to the accident and that he did not have anything in his hands when he tripped over the Stud.

Immediately after the accident, Nelson Estrada, a worker at the Project, took pictures of the accident location, including pictures of plaintiff on the ground (*id.* at 107). Plaintiff never saw the pictures taken by Estrada. At the deposition, plaintiff was shown a photograph and he confirmed that it depicted the accident area, including the Stud, but he could not be certain that the photograph depicted the area exactly as it was at the time of his accident.

Deposition Testimony of Frank Torregrossa, Jr. (Safety’s Site Safety Manager)

Frank Torregrossa, Jr. testified that on the day of the accident, he was Safety's site safety manager. Safety was hired to provide safety services at the Project by Triton, the general contractor. Torregrossa's duties included walking the site to "make sure everybody works safe" (Torregrossa tr at 13).

At the time of the accident, the Premises was approximately half built. Crown had been hired to install windows. Plaintiff was Crown's project lead. Torregrossa knew plaintiff. He recalled that he had "general safety issues" with plaintiff including "what he wore" (*id.* at 41).

Torregrossa testified that he understood that the accident occurred in an area near an elevator bank, on a "walkway" leading to a roughed-out doorframe (no door had been installed at the time) (*id.* at 86). This walkway's width varied from 10 to 15 feet based on materials and equipment stored in the area (*id.* at 94). The walkway was used for, amongst other things, "going into the cellar," which is where plaintiff's office was located (*id.* at 87). It was also used regularly by workers to access various parts of the Premises.

Torregrossa was present on the day of the accident, but he did not witness it. He learned of the accident shortly after it occurred. He testified that the accident occurred "pretty close to" the doorframe (*id.* at 92). When he arrived at the accident location, he saw plaintiff on the ground approximately five to ten feet from the doorframe. He then testified that the area was "a staging area" (*id.* at 114) and that 16-foot long "metal studs" were present in the area (*id.* at 115). He later testified that the studs "were not in the walkway" (*id.* at 142), but "on the side" (*id.* at 144).

According to Torregrossa, McCormack – a carpentry subcontractor – was present at the Premises on the day of the accident, though he did not know what they were doing that day. He testified that the studs were likely McCormack's "material" (*id.* at 115).

Torregrossa was shown a copy of a Triton accident report. He confirmed that he filled out and signed the report.

Deposition Testimony of Frank Domingo (Safety's Fire Safety Manager)

Frank Domingo testified that on the day of the accident, he was Safety's fire safety manager at the Project. His job at Safety was to make sure that everything being built was compliant with the fire code. As part of his job, he would walk through the Project every day, looking for fire issues and violations.

Domingo did not witness the accident, but he arrived at the scene shortly after it happened. He saw plaintiff lying on the ground in the "staging area" (Domingo tr at 43), "holding his knee" (*id.* at 34). After the accident, he was directed by Safety to give a statement. He provided a verbal statement to an individual he did not know. At the time of his deposition, Domingo could not recall any specifics of the accident. He testified that McCormick was the only trade to use metal studs on the Project (*id.* at 38).

Deposition Testimony of Nelson Estrada (Triton's Project Engineer)

Nelson Estrada testified that he was Triton's project engineer for the Project. His work included the installation of the façade of the Premises, including windows and precast concrete. Triton was hired to, among other thing, "supervise[] the subcontractors" by making sure that the building was "built by the subcontractors in accordance with" the Project's design documents (Estrada tr at 19-20). If Triton was informed of a safety issue, they would inform the subcontractor's foreman or project manager to rectify the issue (*id.* at 24).

Estrada did not witness the accident, though he arrived at the location shortly after it happened. He took several photographs of the accident location, but no longer has them. He

recalled that when he arrived at the accident location, he saw plaintiff on the ground, in pain, near the Studs.

At the deposition, Estrada was shown a photograph and confirmed it depicted the general accident area. He testified that the immediate area around where the accident occurred was bounded on both sides by concrete walls, approximately 20-feet apart. He also testified that the photograph depicted studs that were at least 10-feet long and six-inches wide. These studs were approximately four feet from one of the walls. According to Estrada, McCormack used “[n]inety-nine percent of the studs” at the Project (*id.* at 58).

Estrada described the accident location as a “staging area” – an “area where materials would be staged on a temporary basis to then be moved elsewhere” (*id.* at 71). There was no tape or rope cordoning off the area, or otherwise defining it as a staging area.

DISCUSSION

“[T]he proponent of a motion for summary judgment must demonstrate that there are no material issues of fact in dispute, and that it is entitled to judgment as a matter of law” (*Ostrov v Rozbruch*, 91 AD3d 147, 152 [1st Dept 2012]). “Failure to make such prima facie showing requires denial of the motion, regardless of the sufficiency of the opposing papers” (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986] [internal citations omitted]). Once a movant has met this burden, “the burden shifts to the opposing party to submit proof in admissible form sufficient to create a question of fact requiring a trial” (*Kershaw v Hospital for Special Surgery*, 114 AD3d 75, 82 [1st Dept 2013]). “[I]t is insufficient to merely set forth averments of factual or legal conclusions” (*Genger v Genger*, 123 AD3d 445, 447 [1st Dept 2014], quoting *Schiraldi v U.S. Min. Prods.*, 194 AD2d 482, 483 [1st Dept 1993]). Finally, evidence must be “construed in the light most favorable to the one moved against” (*Kershaw*, 114 AD3d at 82). Therefore, if there is

any doubt as to the existence of a triable fact, the motion for summary judgment must be denied (*Rotuba Extruders v Ceppos*, 46 NY2d 223, 231 [1978]).

The Labor Law §§ 240 (1) and 241-a Claims

Defendants move for summary judgment dismissing the Labor Law §§ 240 (1) and 241-a claims as against them on the ground that they do not apply to the facts of this case. As plaintiff's accident did not involve a fall from a height or the application of gravity upon an object, section 240 does not apply. Similarly, plaintiff's accident did not involve an elevator shaft, hatchway or stairwell, so section 241-a does not apply. Notably, plaintiff does not oppose the dismissal of these claims.

Accordingly, defendants are entitled to dismissal of the Labor Law §§ 240 (1) and 241-a claims.

The Labor Law § 241 (6) Claims

Defendants move for summary judgment dismissing the Labor Law § 241 (6) claim.

Labor Law § 241 (6) provides, in pertinent part, as follows:

“All contractors and owners and their agents, . . . when constructing or demolishing buildings or doing any excavating in connection therewith, shall comply with the following requirements:

* * *

(6) All areas in which construction, excavation or demolition work is being performed shall be so constructed, shored, [and] equipped . . . as to provide reasonable and adequate protection and safety to the persons employed therein or lawfully frequenting such places.”

Labor Law § 241(6) imposes a nondelegable duty of reasonable care upon owners and contractors “‘to provide reasonable and adequate protection and safety’ to persons employed in, or lawfully frequenting, all areas in which construction, excavation or demolition work is being performed” (*Rizzuto v L.A. Wenger Contr. Co.*, 91 NY2d 343, 348 [1998]; *see also Ross v Curtis-*

Palmer Hydro-Electric Co., 81 NY2d 494, 501–502 [1993]). Importantly, to sustain a Labor Law § 241 (6) claim, it must be shown that the defendant violated a specific, “concrete” implementing regulation of the Industrial Code, rather than a provision containing only generalized requirements for worker safety (*Ross*, 81 NY2d at 505). Such violation must be a proximate cause of the plaintiff’s injuries (*Annicaro v Corporate Suites, Inc.*, 98 AD3d 542, 544 [2d Dept 2012]).

Preliminarily, defendants argue that McCormack is not a proper Labor Law defendant, such that it may not be liable to plaintiff under Labor Law § 241 (6).

“Although sections 240 and 241 now make nondelegable the duty of an owner or general contractor to conform to the requirement of those sections, the duties themselves may in fact be delegated. When the work giving rise to these duties has been delegated to a third party, that third party then obtains the concomitant authority to supervise and control that work and becomes a statutory ‘agent’ of the owner or general contractor. Only upon obtaining the authority to supervise and control does the third party fall within the class of those having nondelegable liability as an ‘agent’ under sections 240 and 241”

(*Russin v Louis N. Picciano & Son*, 54 NY2d 311, 317-318 [1981] [internal citations omitted]).

Accordingly, for a party to be “vicariously liable as an agent of the property owner for injuries sustained under the statute,” it must have “had the ability to control the activity which brought about the injury” (*Walls v Turner Constr. Co.*, 4 NY3d 861, 863-864 [2005]).

Defendants argue that, as a carpentry subcontractor, McCormack did not have the authority to control plaintiff’s work and, therefore, cannot be an agent for the purposes of the Labor Law. This is incorrect. The authority to control plaintiff’s work is not pertinent to the inquiry. The relevant inquiry is whether McCormack had the ability to “control the activity which brought about the injury” – i.e. the ability to supervise and control the placement, securing and storage of the Studs (*Walls v Turner Constr. Co.*, 4 NY3d at 863-864).

Here, the record indicates that McCormack was the entity responsible for the Studs (*see* Estrada tr at 58, Domingo tr at 38, Torregrossa tr at 115). Defendants do not present sufficient evidence to establish that McCormack was not responsible for the storage or placement of the Studs. Accordingly, defendants have failed to establish that McCormack was not, as a matter of law, an agent for the purposes of the Labor Law with respect to plaintiff's accident.

Turning now to the substance of the section 241 (6) claim, plaintiff lists multiple violations of the Industrial Code in the bill of particulars. Except for section 23-1.7 (e) (1) and (2) and 23-2.1 (a) (1), plaintiff does not oppose their dismissal. The remaining provisions are uncontested. These uncontested provisions are deemed abandoned (*see Kempisty v 246 Spring St., LLC*, 92 AD3d 474, 475 [1st Dept 2012] ["Where a defendant so moves, it is appropriate to find that a plaintiff who fails to respond to allegations that a certain section is inapplicable or was not violated be deemed to abandon reliance on that particular Industrial Code section"]).

Accordingly, defendants are entitled to summary judgment dismissing those parts of plaintiff's Labor Law § 241 (6) claim predicated on the abandoned provisions.

Industrial Code 12 NYCRR 23-1.7 (e) (1)

Industrial Code 12 NYCRR 23-1.7 (e) governs "[t]ripping and other hazards." It is sufficiently specific to support a Labor Law § 241 (6) claim (*Vieira v Tishman Constr. Corp.*, 255 AD2d 235, 235 [1st Dept 1998]; *see also Singh v Young Manor, Inc.*, 23 AD3d 249, 249-250 [1st Dept 2005]). Section 23-1.7 (e) (1) provides the following:

"Passageways. All passageways shall be kept free from accumulations of dirt and debris and from any other obstructions or conditions which could cause tripping. Sharp projections which could cut or puncture any person shall be removed or covered."

Here, plaintiff alleges that while he was in a passageway, he tripped and fell over a "condition[] which could cause tripping" – namely the Studs (*id.*). Defendants do not contest that

the Studs were a condition that could cause tripping, rather, they argue that the area where plaintiff fell was not a passageway, but a “staging area.” Therefore, defendants argue, as the area was not a passageway, then section 23-17 (e) (1) would not apply to the accident (*Muscarella v Herbert Constr. Co.*, 265 AD2d 264, 264 [1st Dept 1999] [an “open area did not constitute the sort of passageway . . . contemplated by” section 23-1.7 [e] [1]).

That said, defendants’ argument relies entirely on the general, unsupported position that a “staging area” – a term loosely defined as an area where materials are being temporarily stored before being moved elsewhere in the building – is not a passageway. Defendants cite to no case law and offer no explanation, other than their own unsupported statement, as to why a passageway cannot exist in a “staging area” or why a “staging area” could not also be a passageway (*see* defendants’ memorandum of law, p 9).³

As defendants make no other argument as to why the area where plaintiff fell was not a passageway as contemplated by section 23-1.7 (e) (1), they have failed to establish their entitlement to summary judgment dismissing this claim. Accordingly, that part of their motion to dismiss the Labor Law § 241 (6) claim predicated on a violation of Industrial Code 23-1.7 (e) (1) is denied.

Industrial Code 12 NYCRR 23-1.7 (e) (2)

Industrial Code 12 NYCRR 23-1.7 (e) (2) governs “working areas.” It is sufficiently specific to support a Labor Law § 241 (6) claim (*Vieira v Tishman Constr. Corp.*, 255 AD2d at 235). It provides the following:

“The parts of floors, platforms and similar areas where persons work or pass shall be kept free from accumulations of dirt and debris and

³ The court notes that, except for boilerplate summary judgment standards, defendants do not cite to any caselaw at all regarding the alleged Industrial Code violations.

from scattered tools and materials and from sharp projections insofar as may be consistent with the work being performed.”

(*id.*).

As above, defendants only argue that plaintiff’s accident cannot fall within the scope of this Industrial Code provision because the area where plaintiff fell was not a “working area” but a “staging area.” Again, defendants provide no case law or explanation, other than their unsupported assertion, that would establish that a “staging area” is not a working area as contemplated by this provision.

As defendants make no other argument as to why the area where plaintiff fell was not a working area as contemplated by section 23-1.7 (e) (2), they have failed to establish their entitlement to summary judgment dismissing this claim. Accordingly, that part of their motion to dismiss the Labor Law § 241 (6) claim predicated on a violation of Industrial Code 23-1.7 (e) (2) is denied.

Industrial Code 12 NYCRR 23-2.1 (a) (1)

Industrial Code 12 NYCRR 23-2.1 (a) (1) governs the “[s]torage of material or equipment.” It is sufficiently specific to support a Labor Law § 241 (6) claim (*see Tucker v Tishman Constr. Corp. of N.Y.*, 36 AD3d 417, 417 [1st Dept 2007]). It provides the following:

“All building materials shall be stored in a safe and orderly manner. Material piles shall be stable under all conditions and so located that they do not obstruct any passageway, walkway, stairway or other thoroughfare”

As with the section 1.7 (e) claims, defendants’ argument here resides solely on the argument that a “staging area” is not, as a matter of law, a “passageway, walkway, stairway or other thoroughfare.” Again, defendants provide no analysis and cite to no case supporting this position, aside from the unsupported, general assertion that “staging areas” fall outside of the

purview of section 2.1 (a) (1). Accordingly, defendants have failed to establish their entitlement to summary judgment dismissing this claim and that part of their motion to dismiss the Labor Law § 241 (6) claim predicated on a violation of Industrial Code 23-2.1 (a) (1) is denied.

Thus, defendants' motion for summary judgment dismissing the Labor Law § 241 (6) claim as against them is granted only to the extent of dismissing the abandoned Industrial Code Provisions and is otherwise denied.

The Common-Law Negligence and Labor Law § 200 Claims

Defendants move for summary judgment dismissing the common-law negligence and Labor Law § 240 (1) claims as against them.

Labor Law § 200 “is a codification of the common-law duty imposed upon an owner or general contractor to provide construction site workers with a safe place to work” (*Singh v Black Diamonds LLC*, 24 AD3d 138, 139 [1st Dept 2005], citing *Comes v New York State Elec. & Gas Corp.*, 82 NY2d 876, 877 [1993]). Labor Law § 200 (1) states, in pertinent part, as follows:

“All places to which this chapter applies shall be so constructed, equipped, arranged, operated and conducted as to provide reasonable and adequate protection to the lives, health and safety of all persons employed therein or lawfully frequenting such places. All machinery, equipment, and devices in such places shall be so placed, operated, guarded, and lighted as to provide reasonable and adequate protection to all such persons.”

There are two distinct standards applicable to section 200 cases, depending on the kind of situation involved: (1) when the accident is the result of the means and methods used by a contractor to do its work, and (2) when the accident is the result of a dangerous condition that is inherent in the premises (*see McLeod v Corporation of Presiding Bishop of Church of Jesus Christ of Latter Day Sts.*, 41 AD3d 796, 797-798 [2d Dept 2007]; *see also Griffin v New York City Tr. Auth.*, 16 AD3d 202, 202 [1st Dept 2005]).

“Where a plaintiff’s claims implicate the means and methods of the work, an owner or a contractor will not be held liable under Labor Law § 200 unless it had the authority to supervise or control the performance of the work” (*LaRosa v Internap Network Servs. Corp.*, 83 AD3d 905, 909 [2d Dept 2011]). Specifically, “liability can only be imposed against a party who exercises *actual* supervision of the injury-producing work” (*Naughton v City of New York*, 94 AD3d 1, 11 [1st Dept 2012])

However, where an injury stems from a dangerous condition inherent in the premises, an owner or contractor may be liable in common-law negligence and under Labor Law § 200 when the owner or contractor “created the dangerous condition causing an injury or when the owner failed to remedy a dangerous or defective condition of which he or she had actual or constructive notice” (*Mendoza v Highpoint Assoc., IX, LLC*, 83 AD3d 1, 9 [1st Dept 2011], quoting *Chowdhury v Rodriguez*, 57 AD3d 121, 128 [2d Dept 2008]).

Here, plaintiff alleges that he tripped over metal studs that were improperly placed, stored, or secured. Accordingly, plaintiff’s accident implicates the means and methods of the work.

As an initial matter, defendants argue that they cannot be liable under a means and methods analysis because they did not have the authority to control plaintiff’s work. That argument is unpersuasive. It is not whether the defendants could control plaintiff’s work, but whether they could control the injury producing work – i.e. the placement, storage or securing of the Studs (*see Lemache v MIP One Wall St. Acquisition, LLC*, 190 AD3d 422, 423 (1st Dept 2021) [under a means and methods analysis, “a plaintiff must show that the owner or agent have the authority to control the activity bringing about the injury to enable it to avoid or correct any unsafe condition”]).

Next, while plaintiff opposes this part of defendants' motion as against McCormack, Triton and Safety, he does not oppose it as to the 551 West defendants (the owners) or SR Capital. As the record is silent with respect to the 551 West defendants and SR Capital's authority to supervise or control the subject work, these defendants are entitled to summary judgment dismissing these claims as against them.

As to Triton and Safety, the record contains no evidence that they exercised actual supervision over the placement, storage or securing of the subject studs. Notably, plaintiff raises no argument as to Safety's actions or responsibilities in relation to the accident that would establish their authority to supervise or control the injury producing work.

As to Triton, while plaintiff argues that Triton admitted that it "supervised the subcontractors" (Estrada tr at 19), such testimony, without more, only establishes that Triton had general supervisory control over the project. Such general supervisory control is insufficient to impute liability under section 200 or the common-law (*see Bisram v. Long Is. Jewish Hosp.*, 116 AD3d 475, 476 [1st Dept 2014]; *Hughes v Tishman Constr. Corp.*, 40 AD3d 305, 309 [1st Dept 2007]; *Reilly v Newireen Assoc.*, 303 AD2d 214, 221 [1st Dept 2003]).

Accordingly, defendants are entitled to summary judgment dismissing the common-law negligence and Labor Law § 200 claims against Triton and Safety.

As to McCormack, the record reflects that the Studs were its material and responsibility. While defendants argue that McCormack was not responsible for the placement, securing or storing of its own materials, defendants offer no evidence to support this position. Accordingly, a question of fact exists as to whether McCormack had the requisite authority to supervise and control the injury producing work.

Thus, defendants are entitled to summary judgment dismissing the common-law negligence and Labor Law § 200 claims as against the 551 Defendants, SR Capital, Triton and Safety only.

The parties remaining arguments have been considered and were found unavailing.

CONCLUSION AND ORDER

For the foregoing reasons, it is hereby

ORDERED that the motion of defendants 551 West 21st Street Owner, LLC, 551 West 21st Street Development LLC (together the 551 West defendants), SR Capital, LLC (SR Capital), Triton Construction Company, LLC (Triton) Construction Realty Safety Group, Inc. (Safety) and McCormack Contracting, Inc. (McCormack) (collectively, defendants) (motion sequence number 007), pursuant to CPLR 3212, for summary judgment dismissing the complaint is granted to the extent that the Labor Law §§ 240 (1) and 241-a claims are dismissed as to all defendants; the Labor Law § 241 (6) claims predicated on those Industrial Code provisions deemed abandoned are dismissed as against all defendants, and the common-law negligence and Labor Law § 200 claims against the 551 West defendants, SR Capital, Triton and Safety are dismissed; and the motion is otherwise denied; and it is further

ORDERED that the parties appear for a conference in Part 46 via Microsoft Teams on May 5, 2022 at 10:30 AM.

This constitutes the decision and order of this Court.

4/6/2022
DATE



RICHARD LATIN, 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