SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

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

Justice

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JOSEPH GOUGH,

Plaintiff,

- v -

REMEDY PARTNERS, LLC,

Defendant.

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INDEX NO. 650623/2020

MOTION DATE 04/26/2021

MOTION SEQ. NO. 002

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 002) 17, 18, 19, 20, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34

were read on this motion to/for DISMISS.

In this action for wrongful termination based on whistleblower retaliation and age discrimination, defendant Remedy Partners, Inc. (defendant or Remedy) moves, pursuant to CPLR 3211 (a) (7), to dismiss the amended complaint brought by plaintiff Joseph Gough.

Background

The following facts are drawn primarily from the amended complaint unless otherwise noted and are assumed to be true for purposes of this motion. Plaintiff is over the age of 40 (NY Cts St Elec Filing [NYSCEF] Doc No. 24, Kenneth W. DiGia [DiGia] affirmation, Ex B, ¶ 99).

Defendant is a company that developed "Episode Connect," an interactive software program for health care providers that functions as a "'complete operating system for managing value-based payment programs' … [by] tracking each 'episode' of a patient's care through the life of their treatment" (*id.*, ¶¶ 20-21; NYSCEF Doc No. 30 oral argument 3/21/2019 tr at 14). "Decision Support" is a feature of Episode Connect that "provide[s] caregivers and patients with 'an evidence-based, decision support tool designed to improve inpatient next site of care decisions and patient transitions,'" including patient discharge planning (NYSCEF Doc No. 24,

¶¶ 23-25; NYSCEF Doc No. 30 at 10 and 13). "Care At Right Location," another feature, is a support tool used in discharging patients and in planning post-acute care (NYSCEF Doc No. 24, ¶ 26). The "Patient ID" feature allows users "to know which patients are in episode connect the moment they enter their care" (*id.*, ¶ 41).

Episode Connect informs healthcare providers on how and where to discharge patients who qualify for Medicare's "Bundled Payments for Care Improvement" (BPCI), a bundled payment program run by the Centers for Medicare & Medicaid Services (CMS) and the Center for Medicare and Medicaid Innovation which combines payments for physician, hospital, and other provider services into a single bundled payment amount (*id.*, ¶¶ 29, 31 and 50). The "Bundled Payments for Care Improvement Advanced Model" (BPCI Advanced) is a newer version of the BPCI program, and "support[s] healthcare providers who invest in practice innovation and care redesign to better coordinate care and reduce expenditures, while improving the quality of care for Medicare beneficiaries" (*id.*, ¶ 47). An "Episode Initiator" (EI) is a Medicare-enrolled healthcare provider, such as an acute care hospital or a physician group practice, that can trigger a "Clinical Episode" under BPCI Advanced (*id.*, ¶¶ 54 and 56). A "Participant" is an entity that signs a "Participation Agreement" with CMS to participate in BPCI Advanced (*id.*, ¶ 52). A "Convener Participant," such as defendant, is a Participant that brings together "Downstream Episode Initiators" to participate in BPCI Advanced (*id.*, ¶¶ 46 and 52-53). The agreement sets forth various CMS regulations and federal statutes defendant was required to adhere to (*id.*, ¶ 55). Plaintiff alleges that defendant is considered a federal contractor and is "held to a high standard requiring honest disclosure of critical system failures with both its client health systems and the United States government via [the Center for Medicare and

Medicaid and the Department of Health and Human Services]" (*id.*, ¶ 74). Defendant has executed separate agreements with various hospitals and healthcare systems (*id.*, ¶¶ 36-38).

By letter dated April 8, 2018, Steve Wiggins (Steve), defendant's Chair, extended an offer of employment to plaintiff for the exempt position of Executive Vice President of Innovation and Engagement, with a duty to report directly to defendant's Chief Executive Officer, Chris Garcia (Garcia) (*id.*, ¶¶ 5 and 13). The letter proposed an annual salary of $240,000, participation in a bonus plan, and an initial grant of 300,000 shares of stock vesting over four years, with 25% vesting after the first full year of continuous employment (*id.*, ¶ 5). Plaintiff's responsibilities included "[d]evelopment and maintenance of a comprehensive roadmap for software and services that face ... Participating Health Care Organizations and their Petitioners and Service Professionals" (*id.*, ¶ 9). Plaintiff accepted defendant's offer on April 9, 2018 (*id.*, ¶ 10). During plaintiff's employment, his annual salary increased to $247,825, he received a $31,299 bonus, and he was chosen to lead the Commercial product team and the Remedy App team (*id.*, ¶¶ 12 and 65).

In 2018, several of defendant's clients suffered massive Episode Connect system failures, including an inability of users to launch the program and the failure of the program to accurately populate Medicare patient rosters (*id.*, ¶¶ 19 and 37-39). Plaintiff alleges a system failure could jeopardize patient care because it affects a provider's ability to enter or locate patient information, to accurately discharge a patient and to manage and coordinate treatment (*id.*, ¶¶ 31, 42 and 44). Several clients attempted to cancel their contracts because of these failures (*id.*, ¶¶ 36 and 56). These widespread system failures allegedly constitute a breach of defendant's Participation Agreement with CMS and its contracts with various hospitals as well as a violation of law (*id.*, ¶¶ 55 and 57).

That fall, plaintiff began criticizing defendant's CIO, Ed Zecchini (Zecchini), and the technology team for Episode Connect's failures and the program's inability to integrate with third-party technology, which impeded the overall success of the Episode Connect platform[1] (*id.*, ¶¶ 14, 18 and 32). Zecchini had earlier promised to move forward with an Application Programming Interface (API) project to facilitate such integration (*id.*, ¶ 16).

In December 2018, plaintiff told Steve and Garcia that the issues involving API were symptomatic of larger issues with the Episode Connect software (*id.*, ¶ 34). In winter 2018, plaintiff raised his concerns with Garcia and Roger Francoline, the head of Commercial Product (*id.*, ¶ 35). In March 2019, plaintiff met with defendant's leadership and Commercial team to explain why the issues with Episode Connect were important to patient safety and to defendant's financial success (*id.*, ¶ 45).

At some unknown point in 2018, nonparty New Mountain Capital (NMC), a private equity firm, emerged as a prospective corporate buyer (*id.*, ¶ 58). Plaintiff claims he "doubled his efforts" to correct the issues with Episode Connect by meeting with Garcia in December 2018, who allegedly acknowledged that "the system was failing at multiple levels[,] ... [t]he failures were jeopardizing contracts" (*id.*, ¶ 64). Garcia allegedly told plaintiff that he "needed to be a 'team player,'" his concerns would be handled and Episode Connect would be upgraded (*id.*). Plaintiff claims he was scheduled to be interviewed by NMC, but he was removed from the list and from interacting with NMC after disclosing his concerns (*id.*, ¶¶ 58 and 60).

Defendant terminated plaintiff's employment on March 25, 2019 (*id.*, ¶ 65). Plaintiff alleges that shortly before his termination, he reported several "alarming" emails he had received from Charles Wiggins to defendant's Human Resources Department (*id.*). His termination

[1] The court presumes that "CIO" means chief information officer.

occurred one day before he was scheduled to meet with NMC's representative and defendant's interim president and 39 days before his one-year anniversary at defendant, when 25% of the 300,000 initial stock grant was scheduled to vest in plaintiff (*id.*, ¶ 66).

Plaintiff commenced this action on January 28, 2020 by filing a summons and complaint (NYSCEF Doc No. 1). The amended complaint (the complaint) dated June 3, 2020 asserts four causes of action for: (1) a violation of Labor Law § 740, commonly referred to as the "Whistleblowers Statute"; (2) a violation of Labor Law § 215; (3) a violation of New York City Human Rights Law (Administrative Code of City of NY § 8-101 *et seq.*) (City HRL) for age discrimination; and (4) a violation of New York State Human Rights Law (Executive Law § 290 *et seq.*) (State HRL) for age discrimination. The parties have since executed a stipulation so-ordered March 19, 2021 to amend the caption to reflect defendant's correct name (NYSCEF Doc No. 27). In lieu of serving an answer, defendant moves to dismiss the complaint for failing to state a cause of action.

Standard of Review

On a motion brought under CPLR 3211 (a) (7), the court must "accept the facts as alleged in the complaint as true, accord plaintiff[ ] 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]). The court need not extend such consideration to bare legal conclusions or claims that are contradicted by documentary evidence (*Myers v Schneiderman*, 30 NY3d 1, 11 [2017], *rearg denied* 30 NY3d 1009 [2017]). Dismissal is warranted where "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, 142 [2017]).

Discussion

A. The First Cause of Action

Labor Law § 740 provides, in relevant part:

> "2. Prohibitions. An employer shall not take any retaliatory personnel action against an employee because such employee does any of the following:
>
> (a) discloses, or threatens to disclose to a supervisor or to a public body an activity, policy or practice of the employer that is in violation of law, rule or regulation which violation creates and presents a substantial and specific danger to the public health or safety, or which constitutes health care fraud[2]"

An employee subjected to "retaliatory action" as that phrase is defined in Labor Law § 740 (1) (e) may pursue a civil action for compensation or other specified remedies (Labor Law §§ 740 [4] [a] and 5). The statute must be strictly construed (*Cotrone v Consolidated Edison Co. of N.Y., Inc.*, 50 AD3d 354, 354 [1st Dept 2008]). Therefore, to prevail on a cause of action under Labor Law § 740 (2), the plaintiff must prove that he or she was terminated for objecting to a practice that was an actual violation of a law, rule or regulation and that the alleged violation presented a substantial and specific danger to public health or safety (*see Bordell v General Elec. Co.*, 88 NY2d 869, 871 [1996] [granting summary judgment where the plaintiff failed to furnish proof of an actual violation]; *Remba v Federation Empl. & Guidance Serv.*, 76 NY2d 801, 802 [1990] [granting dismissal where the conduct complained of did not create a substantial and specific danger to health or safety]). It is unnecessary for pleading purposes that the complaint identify the specific law, rule or regulation that an employer has allegedly violated, provided the complaint identifies "the particular activities, policies or practices in which the employer allegedly engaged, so that the complaint provides the employer with notice of the alleged

[2] The version of the Labor Law § 740 cited above is the statute that was in effect when the alleged retaliatory action occurred. The statute has since been amended (*see* L 2021, ch 522 § 1).

complained-of conduct" (*Webb-Weber v Community Action for Human Servs., Inc.*, 23 NY3d 448, 453 [2014]).

On this motion, defendant does not challenge whether plaintiff was terminated or that he had raised concerns about Episode Connect's failures with the executive team. Defendant, though, contends that the conclusory allegations in the complaint fail to satisfy the "actual violation" requirement and fail to adequately allege that its conduct presented an actual and substantial danger to public health.

Defendant correctly argues that the template Participation Agreement, last updated on September 14, 2019 and available on CMS's website, referenced in the complaint makes no mention of Episode Connect nor does it require defendant to furnish the program to its clients. Allegations that defendant breached its agreements with its clients and the Participation Agreement with CMS (NYSCEF Doc No. 24, ¶¶ 38, 44 and 57) are insufficient to plead a violation of a law, rule or regulation. Similarly, an allegation that an employee was terminated because he had questioned the effectiveness of his employer's software program fails to state a claim under Labor Law § 740 (*see Rinaldi v Nice*, 2021 WL 4295263, *3, 2021 US Dist LEXIS 180046, *8 [SD NY, Sept. 21, 2021, No. 19 Civ. 424 (LGS)] [concluding that an allegation that the defendant employer failed to "administer an effective business code of ethics policy that would protect an[ ] employee speaking out against fraudulent software" does not implicate Labor Law § 740]). However, the complaint alleges that defendant was required to observe federal rules and regulations governing BPCI Advanced and the Participation Agreement and was obligated to disclose critical systems failures to its clients and to CMS (NYSCEF Doc No. 24, ¶¶ 30, 44, 53 and 74-75). The complaint also alleges that plaintiff raised his concerns with defendant's executives several times, telling them the system failures jeopardized patients, but

they took no action (*id.*, ¶¶ 19, 35, 45 and 64). As stated above, the complaint need not identify the specific law, rule, or regulation allegedly violated by an employer (*Webb-Webber*, 23 NY3d at 452). To be sure, plaintiff bears the ultimate burden of proving an actual violation of a law, rule or regulation, but at this stage, describing the conduct complained of in the complaint is sufficient (*id.* at 452-453).

Turning to the public health and safety element, "[c]ourts have consistently held that the statute addresses only traditional 'public health and safety concerns'" (*Villarin v Rabbi Haskel Lookstein School*, 96 AD3d 1, 5 [1st Dept 2012] [citation omitted]). Consequently, allegations concerning the falsification of medical records qualifies as a specific or substantial danger to public health (*see Ruiz v Lenox Hill Hosp.*, 146 AD3d 605, 606 [1st Dept 2017], whereas complaints about an employee's financial dealings do not (*see Susman v Commerzbank Capital Mkts. Corp.*, 95 AD3d 589, 590 [1st Dept 2012], *lv denied* 19 NY3d 810 [2012]). Moreover, the plaintiff need not allege a "'*large-scale* threat, or multiple potential [or actual victims;] ... [rather] a threat to any member of the public might well be deemed sufficient'" (*Villarin*, 96 AD3d at 7 [citation omitted] [emphasis in original]).

Here, the complaint alleges that the Decision Support feature of Episode Connect gives health care providers "'an evidence-based, decision support tool designed to improve inpatient next site of care decisions and patient transitions,'" particularly in helping providers determine the "next steps for treatment or site of care and transitions of the patient, or even discharging the patient from the hospital, and recommending the next site of care to support the patient care team" (NYSCEF Doc No. 24, ¶¶ 23-24). The complaint alleges that if this facet of the program is not functioning properly, then a provider would be unable to ascertain when and where a patient in its care could be discharged. The complaint identifies two hospitals – Adventist Health

and Advocate – that sought to cancel their contracts with defendant because of issues with Episode Connect and two other health care systems – Scripps and Beaumont Health – that were unable to launch the program because of ongoing system failures (*id.*, ¶¶ 36-37). The complaint further alleges that existing clients were forced to abandon the program and use "inaccurate manual worklists" to discharge patients (*id.*, ¶ 40). In sum, Episode Connect facilitated the tracking and coordination of every episode of patient care (*id.*, ¶ 28), and a failure of the program endangered patients of those health care providers who used it (*id.*, ¶ 42). In construing the complaint liberally in plaintiff's favor, these allegations are sufficient to implicate a substantial threat to public health or safety (*see Gay v Farella*, 5 AD3d 540, 542 [2d Dept 2004] [denying a motion to dismiss where the complaint alleged that the defendant had violated federal and state guidelines in manufacturing and storing containers containing radioactive materials]; *Clarke v TRW, Inc.*, 921 F Supp 927, 935-936 [ND NY 1996] [denying dismissal where the plaintiffs alleged they had warned the defendant, a company that manufactured car parts, about defects in the testing and manufacturing process which could lead to gas fires or loss of control of a vehicle's brakes]; *cf. Tomo v Episcopal Health Servs., Inc.*, 85 AD3d 766, 768 [2d Dept 2011] [granting dismissal where the defendant never implemented one of the practices the plaintiff had complained of]). Thus, the motion insofar as it seeks dismissal of the first cause of action is denied.

B. The Second Cause of Action

Labor Law § 215 (1) (a) provides, in relevant part, as follows:

> "No employer … shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee (i) because such employee has made a complaint to his or her employer … or any other person, that the employer has engaged in conduct that the employee, reasonably and in good faith, believes violates any provision of this chapter"

The phrase "this chapter" in the statute means the Labor Law (*Tsatskin v Kordonsky*, 189 AD3d 1296, 1299 [2d Dept 2020]). Thus, to state cause of action under Labor Law § 215, the complaint must plead that a specific provision of the Labor Law has been violated (*Epifani v Johnson*, 65 AD3d 224, 236 [2d Dept 2009]). An alleged violation of Labor Law § 740 is not a sufficient predicate (*see Starikov v CEVA Frgt., LLC*, 153 AD3d 1377, 1378 [2d Dept 2017]). As applied here, the complaint fails to identify a specific violation in support of the Labor Law § 215 claim (*see Tsatskin*, 189 AD3d at 1296), and at oral argument, plaintiff conceded that he has abandoned this claim (NYSCEF Doc No. 30 at 32). The second cause of action is dismissed.

C. The Third and Fourth Causes of Action

Executive Law § 296 (1) (a) makes it unlawful for an employer to discriminate against an individual in compensation or in the terms, conditions or privileges of employment because of that individual's age. Similarly, Administrative Code § 8-107 (1) (a) (3) makes it unlawful for an employer to discriminate against a person in compensation or in the terms, conditions or privileges of employment based on that person's actual or perceived age. As such, to state a cause of action for age discrimination under the State HRL, the "plaintiff must demonstrate (1) that he is a member of the class protected by the statute; (2) that he [or she] was actively or constructively discharged; (3) that he [or she] was qualified to hold the position from which he was terminated; and (4) that the discharge occurred under circumstances giving rise to an inference of age discrimination" (*Ferrante v American Lung Assn.*, 90 NY2d 623, 629 [1997]). Because the City HRL must be construed broadly in the plaintiff's favor (*Albunio v City of New York*, 16 NY3d 472, 477 [2011]), the plaintiff need not allege that he or she suffered an adverse action. Instead, the plaintiff must allege that he or she was "treated differently or worse than other employees" or "treated less well" because of a protected characteristic (*Harrington v City*

of New York, 157 AD3d 582, 584 [1st Dept 2018]; *Williams v New York City Hous. Auth.*, 61 AD3d 62, 78 [1st Dept 2009], *lv denied* 13 NY3d 702 [2009]). In cases involving the State and City HRLs, all that is required to survive a motion to dismiss at the pre-answer, pre-discovery pleading stage is "'fair notice' of the nature of the claim and its grounds" (*Vig v New York Hairspray Co., L.P.*, 67 AD3d 140, 145 [1st Dept 2009] [citation omitted]).

Defendant does not challenge whether plaintiff has satisfied the first three elements. Plaintiff is a member of a protected class as he is over the age of 40.[3] He was qualified for the position and appeared to have performed satisfactorily, as evidenced by the increase in his salary and his annual bonus. He was also terminated from his position. Rather, defendant disputes whether the complaint pleads sufficient, nonconclusory facts alleging circumstances which give rise to an inference of age discrimination.

An "inference [of unlawful discrimination] may be drawn from direct evidence, from statistical evidence or from the fact that the position was filled by a person not in the same protected class" (*Anthony v Nemec*, 225 AD2d 883, 884 [3d Dept 1996]). Regarding age discrimination, the Court in *Bailey v New York Westchester Sq. Med. Ctr.* (38 AD3d 119, 123 [1st Dept 2007] [citation omitted]) explained that if the plaintiff "does not produce direct or statistical evidence that would logically support an inference of discrimination, she [or he] must show her [or his] position was subsequently filled by a younger person or held open for a younger person." As such, in order to withstand a motion to dismiss an age discrimination claim, the complaint must "allege that someone younger replaced the terminated employee, or include direct evidence of discriminatory intent or statistical evidence of discriminatory conduct" (*Ashker v International Bus. Machs. Corp.*, 168 AD2d 724, 725 [3d Dept 1990] [denying a

[3] Plaintiff was 47 years of age when he was terminated (NYSCEF Doc No. 30 at 33).

motion to dismiss where the complaint alleged that the 59-year-old plaintiff was forced into early retirement and that a 52-year-old replacement had assumed some of her responsibilities]).

The complaint alleges that plaintiff was terminated from his position and was replaced by an employee who is 10 years younger than him (NYSCEF Doc No. 24, ¶¶ 101-104). While the fact that plaintiff's replacement was younger than him, standing alone, may not be sufficient for purposes of establishing a prima facie case of age discrimination on summary judgment (*see Hosking v Memorial Sloan-Kettering Cancer Ctr.*, 186 AD3d 58, 67 [1st Dept 2020]), a motion to dismiss tests the adequacy of a pleading, not whether a party will ultimately prevail on a claim (*see Oluwo v Sutton*, — AD3d —, 2022 NY Slip Op 03734, *2 [2d Dept 2022]). According plaintiff the benefit of every possible favorable inference, the allegations are sufficient to plead a cause of action for age discrimination under the State and City HRLs (*see Terranova v Liberty Lines Transit, Inc.*, 292 AD2d 441, 442-443 [2d Dept 2002] [denying a motion to dismiss on the ground that allegations the plaintiff was demoted and replaced by a younger employee were sufficient to plead an age discrimination claim]; *Bennett v Time Warner Cable, Inc.*, 2014 NY Slip Op 33007[U], *6 [Sup Ct, NY County 2014], *affd* 138 AD3d 598 [1st Dept 2016] [denying a pre-answer motion to dismiss where the complaint alleged that the plaintiffs were subjected to adverse action when their positions were eliminated and the work they performed was assigned to newly hired, younger employees]; *cf. Askin v Department of Educ. of the City of N.Y.*, 110 AD3d 621, 621-622 [1st Dept 2013] [granting dismissal where the complaint lacked concrete factual allegations to support an age discrimination claim]).

Defendant also argues that plaintiff's termination was an economic decision as the complaint contains allegations that defendant paid plaintiff's replacement a lower salary and offered her fewer stock options and benefits (NYSCEF Doc No. 24, ¶¶ 102 and 104). However,

these allegations do not necessarily negate the assertion that plaintiff was replaced by a younger employee. In any event, the argument that plaintiff's termination may have been motivated by economic factors may be more appropriate for summary judgment (*see e.g. Green v Citibank*, 299 AD2d 182, 182 [1st Dept 2002] [granting summary judgment where the plaintiff's termination was part of an effort to reduce costs in the department]).

Defendant further argues that plaintiff was already in the protected class when he was hired, and "[b]eing in the protected class when hired undermines any inference of age discrimination" (*Baguer v Spanish Broad Sys.*, 2010 WL 2813632, *14, 2010 US Dist LEXIS 69212, * 41 [SD NY, July 12, 2010, No. 04 Civ. 8393 (RJS)], *affd* 423 Fed Appx 102 [2d Cir 2011]). While this court is not obligated to follow federal caselaw, whether the plaintiff in *Baguer* was already a member of a protected class when he was hired was just one factor in determining whether he had satisfied his initial burden under the burden-shifting framework described in *McDonnell Douglas Corp. v Green* (411 US 792, 802-803 [1973]) for analyzing employment discrimination cases (*Baguer*, 2010 WL 2813632, *14-15, 2010 US Dist LEXIS 69212, *39-42). Moreover, *Baguer* involved a motion for summary judgment, whereas here, defendant moved for pre-answer dismissal. Consequently, the motion insofar as it seeks dismissal of the third and fourth causes of action is denied.

Accordingly, it is

ORDERED that the motion brought defendant Remedy Partners, LLC to dismiss the complaint (motion sequence no. 002) is granted to the extent of dismissing the second cause of action, and the second cause of action is dismissed, and the balance of the motion is otherwise denied; and it is further

ORDERED that defendant Remedy Partners, LLC shall serve an answer to the amended complaint within 20 days after service of this order with written notice of entry; and it is further

ORDERED that, in accordance with the so-ordered stipulation to amend the caption dated March 19, 2021 (NYSCEF Doc No. 27), the action shall bear the following amended caption:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK:

----------x

JOSEPH GOUGH, Index No. 650623/2020

Plaintiff,

- against -

REMEDY PARTNERS, LLC,

Defendant.

----------x

and it is further

ORDERED that plaintiff's counsel 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 County Clerk 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).

7/7/2022
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

650623/2020 GOUGH, JOSEPH vs. REMEDY PARTNERS, INC.
Motion No. 002