SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. MARY V. ROSADO **PART** 33

Justice

----------X

TERESITA MASCARDO, RENATO MASCARDO

Plaintiff,

- v -

ALEXANDER KULICK, P.C., ALEXANDER KULICK,

Defendant.

----------X

INDEX NO. 152860/2021

MOTION DATE 5/19/2022

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 9, 10, 11, 12, 13, 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, 40, 41, 42, 43, 44, 45

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

Upon the foregoing documents, Plaintiffs moved for the following relief: (1) amending the pleadings to conform to the evidence to include all amounts due through the date the instant motion is decided; (2) summary judgment against Defendant Alexander Kulick, P.C. d/b/a Kulick Medical P.C. and awarding Plaintiffs a monetary judgment of $561,489.87, plus statutory interest, costs, fees, and disbursements; (3) summary judgment against Defendant Alexander Kulick and declaring that Plaintiffs are entitled to a monetary judgment of $561,489.87, plus statutory interest, costs, fees, and disbursements; (4) setting the matter down for a hearing to determine Plaintiffs' reasonable attorneys' fees, and (5) dismissing Defendants' affirmative defenses.

Defendants cross-moved for the following relief: (1) dismissing the second cause of action for failure to state a cause of action; or (2) in the alternative, permitting the Defendants to amend the Answer.

On May 19, 2022, the Court heard oral arguments from David Rosenbaum, Esq. for the Plaintiffs and Adam Pollack, Esq. for the Defendants.

BACKGROUND

On January 8, 2008, Plaintiffs Teresita Mascardo and Renato Mascardo (collectively "Landlords" or "the Mascardos") as landlords and Defendant Alexander Kulick, P.C. ("Tenant" or "Medical Office") as tenant entered into a lease agreement ("Original Lease") to rent commercial space located at 112 East 61st Street, New York, NY 10065 ("the Building") (NYSCEF Doc. No. 17). The Original Lease commenced on February 1, 2008 and expired on January 31, 2018 (*id.*). Pursuant to the Original Lease, the leased space entailed the first and second floors, lower duplex suite, and basement storage space ("the Premises") (*id.*). The Lease also provided that "Tenant shall use and occupy the demised premises for medical offices" (*id.*).

The lease was guaranteed by Dr. Alexander Kulick ("Guarantor" or "Dr. Kulick") through a Limited Guaranty in Paragraph 82 of the Original Lease, which states that "[p]rovided Tenant is not in default under the terms of this Lease, this guaranty shall expire upon Tenant vacating and surrendering possession of the premises to Landlords . . ." (*id.*).

On January 26, 2018, the Original Lease was extended pursuant to a Lease Extension Rider ("Lease Extension") between Landlords and Tenant Corporation, which commenced on February 1, 2018 and will expire on January 31, 2023 (NYSCEF Doc. No. 18). The Lease Extension provides that "[a]ll other terms, covenants and conditions of the lease shall remain in full force and effect for the duration of the extended term" (*id.*). There will not be an annual increase for the first two years of the extension period, and thereafter, a 2% annual rent increase every other year for the remainder of the extension period (*id.*). A rent schedule and punch list was attached to the Lease Extension in accordance with the terms of the Lease Extension (*id.*).

According to Plaintiffs, Tenant has failed to pay the following: (1) base rent since November 2019; (2) additional rent in the form of real estate taxes since 2015; (3) additional rent

in the form of water usage since 2016; and (4) additional rent in the form of late charges since November 2019. Plaintiffs further claims that the financial distress caused by Tenant's ongoing default has forced Plaintiffs to offer the Building for sale and Tenant and its sub-tenant refuse to cooperate with Landlords' agents in their efforts to show the Building to potential buyers (NYSCEF Doc. No. 10).

Plaintiffs further argue that pursuant to the Limited Guaranty, Dr. Kulick, as guarantor, is liable for rent and additional rent incurred because of Tenant's default. Plaintiffs claim that while the Guaranty contains a limitation on liability, it was conditioned on Tenant's vacating and surrendering possession and paying all rent and additional rent accrued through the date of surrender, and Tenant has neither surrendered possession nor paid the accrued rent and additional rent. In addition, Plaintiffs contend that the Guarantor is not protected by the New York City Administrative Code § 22-1005 ("Admin Code § 22-1005") because Tenant is an essential service provider and was never required to close its business during the pandemic.

In response, Defendants allege the following: (1) Landlords and Tenant agreed to several rent adjustment for the base rent and Tenant has paid all rent due according to those agreements; (2) Dr. Kulick claims that he does not recognize his signature in the Original Lease and does not believe he received a fully executed copy of the Lease prior to the litigation; (3) Defendants have served Plaintiff with discovery demands seeking documents that they believe would be essential in evaluating Landlords' claims, including a copy of the Original Lease and any correspondence between the parties related to the Original Lease, as; (4) Landlords failed to comply with Articles 29, 65, and 81 in the Original Lease, which provides that Landlords has to bill Tenant for real estate taxes, water usage charges, and late charges, and their failure to do so precludes them from recovering any of these charges; (5) the Guaranty only appears in the Initial Lease, which expired

in 2018, and because the Lease Extension does not reference the Guaranty, the Guaranty expired at the expiration of the Original Lease and Landlords cannot recover any monetary amounts from the Guarantor individually; and (6) Defendants should be granted leave to amend the Answer to assert defenses to Landlords' claims.

In reply, Plaintiffs argue that Defendants failed to provide any evidentiary proof in admissible form to contradict Plaintiffs' allegations to bar Plaintiff from obtaining summary judgment. Plaintiffs further claim that the real estate broker for the Original Lease personally witnessed Dr. Kulick sign the Original Lease, including the Guaranty, and has provided an affidavit stating same. Plaintiffs further contend that the Guaranty extends to the Lease Extension because it states that "[a]ll other terms, covenants and conditions of the lease shall remain in full force and effect for the duration of the term." Moreover, even if the Lease Extension did not expressly extend all terms of the Lease, including the Guaranty, the Guaranty still would remain in effect because the Guaranty provides that Dr. Kulick is liable as Guarantor for as long as Tenant continues to occupy the Premises. In addition, Plaintiffs argue that Defendants' claims that there was a "legally binding oral modification of the" Original Lease and the Lease Extension to reduce the rent contradict the express terms of the Lease, which provides that any modifications are ineffective unless it is in writing and signed by the party to be charged. Plaintiffs also allege that even if there was a verbal agreement as to rent adjustments, it was a conditional forbearance and not a permanent reduction as Plaintiffs claim. Plaintiffs go even further to argue that if the Court is unwilling to determine that the verbal agreement was one of forbearance rather than a permanent reduction, the oral agreement was still unenforceable because the parties believed there to be two different agreements. As for the additional rent charges in the form of real estate taxes and water usage charges, Defendants argue that Plaintiffs' vague allegations fail to overcome Paragraph 25

of the Original Lease, which provides that there is no waiver of the lease unless such waiver is in writing and signed by Landlords. Plaintiffs claim that the bills have now been sent to Defendants in compliance with the Original Lease. Plaintiffs amend the monetary amount they seek from Defendants to $494,352.55, now that Defendants have been credited for the payments that Defendants made and submitted proof for, and after re-calculation of Defendants' real estate obligation. Plaintiffs further argue that Defendants' cross-motion should be denied because: (1) the second cause of action for monetary judgment against the guarantor should not be dismissed because it has merit; and (2) permitting Defendants to amend the Answer at this stage would be prejudicial to plaintiff.

For the reasons set forth below, Plaintiffs' motion for summary judgment is denied and Plaintiffs' request for an order amending its complaint to include all amounts due through the date of disposition of this motion is granted.

DISCUSSION

Summary Judgment Standard

When seeking summary judgment, the moving party bears the burden of proving, by competent, admissible evidence, that no material and triable issues of fact exist (*See e.g.*, *Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853 [1985]; *Sokolow, Dunaud, Mercadier & Carreras v Lacher*, 299 AD2d 64, 70 [1st Dept 2002]). Once this showing has been made, the burden shifts to the party opposing the motion to produce evidentiary proof, in admissible form, sufficient to establish the existence of material issues of fact which require a trial of the action (*See e.g.*, *Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]; *Pemberton v New York City Tr. Auth.*, 304 AD2d 340, 342 [1st Dept 2003]). Mere conclusions of law or fact are insufficient to defeat a

motion for summary judgment (*see Banco Popular North Am. v Victory Taxi Mgt., Inc.*, 1 NY3d 381 [2004]; *Alvarez v Prospect Hospital*, 68 NY2d 320, 324 [1986]).

To sustain a cause of action for breach of contract, Plaintiffs must prove the existence of a contract, Plaintiffs' performance, Defendant's breach, and damages (*see Markov v Katt*, 176 AD3d 401, 402 [1st Dept 2019]; *Harris v Seward Park Hous. Corp.*, 79 AD3d 425, 426 [1st Dept 2010]; *see A/R Retail LLC v Hugo Boss Retail, Inc.*, 2021 NY Slip Op 21139 [Sup Ct, NY County 2021]). The Appellate Division, Second Department, recently summarized the general rules which govern the enforcement of "good guy guarantees" as follows:

> "A guaranty is a promise to fulfill the obligations of another party, and is subject to the ordinary principles of contract construction' (*Cooperatieve Centrale Raiffeisen–Boerenleenbank, B.A., 'Rabobank Intl.,' N.Y. Branch v Navarro*, 25 NY3d 485 [2015] [internal quotation marks omitted]; *see Encore Nursing Ctr. Partners Ltd. Partnership–85 v Schwartzberg*, 172 AD3d 1166, 1167 [2d Dept 2019]). 'A guaranty is to be interpreted in the strictest manner' (*White Rose Food v Saleh*, 99 NY2d 589, 591 [2003]; *see Wider Consol., Inc. v Tony Melillo, LLC*, 107 AD3d 883, 884 [2d Dept 2013]; *Arlona Ltd. Partnership v 8th of Jan. Corp.*, 50 AD3d 933, 933 [2d Dept 2008]). A guarantor should not be bound beyond the express terms of the written guaranty (*see Solco Plumbing Supply, Inc. v Hart*, 123 AD3d 798, 800 [2d Dept 2014]; *Wider Consol., Inc. v Tony Melillo, LLC*, 107 AD3d at 884; *Walker v Roth*, 90 AD2d 847, 847 [2d Dept 1982]). 'On a motion for summary judgment to enforce a written guaranty, all that the creditor need prove is an absolute and unconditional guaranty, the underlying debt, and the guarantor's failure to perform under the guaranty' (*H.L. Realty, LLC v Edwards*, 131 AD3d 573, 574 [2d Dept 2015] [internal quotation marks omitted]; *see Encore Nursing Ctr. Partners Ltd. Partnership–85 v Schwartzberg*, 172 AD3d at 1168)."

(*2402 E. 69th St., LLC v Corbel Installations, Inc.*, 183 AD3d 859, 861 [2d Dept 2020]).

Summary Judgment against Defendants Alexander Kulick, P.C. and Alexander Kulick

Plaintiffs are seeking summary judgment against the Defendants based on the terms of the Original Lease, Lease Extension, and the Guaranty. Plaintiffs provided the Original Contract executed on January 8, 2008 between Landlords and Tenant, which also includes the Limited Guaranty in Paragraph 82 of the Original Lease. Plaintiffs further provided the Lease Extension executed on January 26, 2018 between Landlords and Tenant. Based on the evidence that Plaintiffs

provided to support their motion, Tenant failed to pay rent beginning November 2019, and was therefore the point at which Tenant became in breach of the Lease. Tenant is similarly in breach of Paragraph 65 of the Original Lease for its failure to pay additional rent in the form of water usage charges, Paragraph 43 of the Original Lease for its failure to pay additional rent in the form of late charges, and Paragraph 81 for its failure to pay additional rent in the form of real estate taxes. The Guarantor has not paid any rent, additional rent, or other charges incurred due to Tenant's default, causing Guarantor to breach the Limited Guaranty.

Plaintiff has suffered damages to its ability to collect base rent, additional rent, and costs incurred due to Tenant's breaches. Thus, Plaintiffs have satisfied their burden of making a prima facie case that Tenant breached the Lease and Guarantor breached the Limited Guaranty (*Jimenez v Henderson*, 41 NYS3d 26, 27 [1st Dept 2016] ["Landlords met their prima facie burden with respect to the repair costs, staging costs, and electricity costs by submitting the lease and various invoices."]).

Plaintiff's entitlement to expenses incurred in the event of default, including reasonable attorneys' fees is based on Paragraphs 19, 44, and 45 of the Original Lease. Therefore, Plaintiff's entitlement to attorneys' fees and fees incurred depends on whether Plaintiff prevails on its motion for summary judgment for breach of the Lease. For the same reasons listed above, Plaintiff makes out a prima facie case for judgment as a matter of law on its claim for attorneys' fees and expenses.

Since Plaintiffs have made a prima facie case for judgment as a matter of law, the burden then shifts to Defendants "to produce evidentiary proof in admissible form sufficient to establish the existence of material issues of fact that require a trial for resolution" (*Giuffrida v. Citibank,* 100 NY2d 72, 81 [2003]; *Zuckerman v City of New York*, 49 NY2d 557, 560 [1980]). For the reasons stated below, Defendants met their burden in producing proof sufficient to establish the

existence of material issues of fact that would warrant a denial of Plaintiffs' summary judgment motion at this juncture.

Original Lease

There is a dispute as to whether Dr. Kulick signed the Original Lease on January 8, 2008. Dr. Kulick alleges that he does not believe that he signed the Original Lease and that he did not receive a fully executed copy of the Original Lease until this litigation was commenced (NYSCEF Doc. No. 28 at ¶ 7-8). In response, Plaintiffs provide a Reply Affidavit from Asher Alcobi, the real estate broker for the Original Lease and the Lease Extension, who states that he "personally observed Kulick execute the Original Lease, including the page of the Original Lease that includes the Guaranty, in my office on or about March 8, 2008" (NYSCEF Doc. No. 40 at ¶ 4). Additionally, it is undisputed that Tenant took possession of the Premises pursuant to the Original Lease and that Tenant made rent payments in accordance with the Original Lease for ten years. The Court finds Tenant's argument to be unavailing and insufficient to establish the existence of a material issue of fact.

Limited Guaranty in Initial Lease and Lease Extension

It is undisputed that the Lease Extension was executed on January 26, 2018 between Landlords and Tenant. However, there is a dispute as to whether the Limited Guaranty in Paragraph 82 of the Original Lease extends to the Lease Extension. Paragraph 82 of the Original Lease provides that Dr. Kulick:

> "personally guarantees to the Landlords . . . the full performance and observance of all the agreements to be performed and observed by Tenant in this Lease, without requiring additional notice of Guarantor of nonpayment or nonperformance or proof, or notice of demand, to hold the Guarantor responsible under this guaranty for as long as Tenant . . . continue[s] **to occupy the Premises** and/or owe any outstanding rent, additional rent or payment of use and occupancy **under this Lease**. Provided Tenant is not in default under the terms of this Lease, this guaranty shall expire upon Tenant vacating and surrendering

> possession of the premises to Landlords or upon an assignment of this Lease, accepted by Landlords, under the terms and conditions provided herein."

(NYSCEF Doc. No. 17) (emphasis added).

The Lease Extension between Landlords and Tenant states that the rider serves as a lease extension for the Original Lease for an additional five years from February 1, 2018 to January 31, 2023. It further provides that "[a]ll other terms, covenants and conditions of the lease shall remain in full force and effect for the duration of the extended term" (NYSCEF Doc. No. 18). The lease extension also provided that there would be an annual rent increase of 2% every other year and a rent schedule detailing annual increase was included on the second page of the rider (*id.*).

"It is well established that a guaranty is to be interpreted in the strictest manner" (*Lo-Ho LLC v. Batista*, 62 AD3d 558, 559 [1st Dept 2009]). A guarantor's obligation cannot be altered without its consent; if the original lease is modified without a guarantor's consent, a guarantor is relieved of its obligation under the terms of the original lease (*White Rose Food v* Saleh, 99 NY2d 589, 591 [2003]). Here, the limited guaranty signed between Guarantor and Landlords did not contain any provision where it would apply to any future modification of the lease, nor was there any language wherein Guarantor waived his right to consent to the application of the guaranty to future leases.

Because the new lease increased the rent, if Guarantor did not consent to this increase, it would serve as an impermissible increase of risk to Guarantor, substantially and impermissibly changing Guarantor's obligations under the original agreement (*404 Park Partners, L.P. v* Lerner, 75 AD3d 481, 482 [1st Dept 2010]). The guaranty is silent as to its application to lease extensions but is explicit that it applies to "outstanding rent, additional rent or payment of use and occupancy **under this lease"** (NYSCEF Doc. No. 18) (emphasis added). Furthermore, the Lease Extension expressly states that the lease extension is between the Landlords and the Tenant (Medical Office),

not the Guarantor (Dr. Kulick). Therefore, construing the guaranty strictly, and noting that the Guarantor's obligation increased under the lease extensions without any consent or signature by the Guarantor in his capacity as Guarantor, the Court finds there is an issue of fact warranting denial of Plaintiff's motion for summary judgment, as it is a question of fact whether Guarantor, in signing the lease extension in his capacity as Tenant, consented to the new terms in his capacity as Guarantor so as to oblige him to personally pay for Tenant's defaults under the Lease extension.

Base Rent Adjustments and Additional Rent

Plaintiffs and Defendants further disagree about the rent and additional rent owed pursuant to the Original Lease and the Lease Extension.

Plaintiffs allege that base rent has not been paid since November 2019 and additional rent in the form of real estate taxes, water usage, and late charges have not been paid for 2015, 2016, and 2019, respectively. Defendants argue that there have been a few rent adjustments. The first adjustment was after an in-person meeting between Lara Mascardo (Landlords' agent), Dr. Kulick, and Heather Benanti (Dr. Kulick's office manager) with respect to damage caused to the Premises from the flooding. The second rent adjustment was between Heather Benanti and Lara Mascardo during the pandemic. Defendants argue that the abatements remained in effect and Tenant paid the rent through February 2021 according to these agreements. Through Lara Mascardo's affidavit, Plaintiffs allege that Plaintiffs only agreed to a partial rent forbearance with the balance of the lease rent to be paid back. Defendants provided text messages and an email to support their position (NYSCEF Doc. No. 32-35). The Court finds that the proof provided shows "that the reasonable expectations of both parties under the original lease were supplanted by subsequent actions" and is sufficient to establish the existence of material issues of fact as to the amount of damages that

the Landlords are seeking. Therefore, summary judgment is premature at this time. The Court will not address the additional damages as summary judgment against Defendants is denied.

Amending the Pleadings

Plaintiffs seek to amend its complaint for rent and additional rent arrears currently owed. Pursuant to CPLR § 3025 (c), "[t]he court may permit pleadings to be amended before or after judgment to conform them to the evidence, upon such terms as may be just including the granting of costs and continuances". This relief is granted as Defendants do not oppose this portion of Plaintiff's motion.

Defendants' Affirmative Defenses

Plaintiffs moves to dismiss Defendants' affirmative defenses, which are: (1) the court lacks personal jurisdiction over the Defendant Alexander Kulick because he was not served pursuant to CPLR Art. 3; and (2) the complaint fails to state a cause of action.

Defendants' two affirmative defenses are each a sentence long without any factual support. "A party opposing a motion for summary judgment must assemble, lay bare, and reveal his proofs in order to show his defenses are real and capable of being established on trial . . . and it is insufficient to merely set forth averments of factual or legal conclusions (*Schiraldi v U.S. Min. Prod.*, 194 AD2d 482 [1st Dept 1993]). The Court finds these affirmative defenses to be mere conclusions of law and insufficiently pled. For the reasons set forth above, Defendants' affirmative defenses are stricken.

Defendants' Cross-Motion

Defendants cross-moved for the following relief: (1) dismissing the second cause of action for failure to state a cause of action; or (2) in the alternative, permitting the Defendants to amend the Answer.

On a motion to dismiss based on failure to state a cause of action pursuant to CPLR § 3211(a)(7) the Court must accept as true the facts as alleged in the Complaint and afford a plaintiff the benefit of every possible favorable inference (*Sassi v Mobile Life Support Services, Inc.*, 37 NY3d 236, 239 [2021]; *Chapman, Spira & Carson, LLC v Helix BioPharma Corp.*, 115 AD3d 526, 527 [1st Dept 2014]). The Court's inquiry in determining a motion to dismiss pursuant to CPLR § 3211(a)(7) is whether the alleged facts fit within any cognizable legal theory (*Leon v Martinez*, 84 NY2d 83, 87-88 [1994]).

Accepting Plaintiff's allegations as true, as the Court must on a motion to dismiss for failure to state a claim, the Court finds that Plaintiff's allegations fit within a legally cognizable claim to survive dismissal. As discussed above, there is a question of fact as to whether the Guarantor consented to his increased personal liability under the terms of the Lease Extension when he signed the Lease Extension as a representative as a Tenant. Procedurally, this question of fact does not warrant dismissing a cause of action on a motion to dismiss for failure to state a claim. Therefore, the second cause of action against the Guarantor is denied without prejudice pending further discovery.

In accordance with CPLR 3025 (b), "a party may amend his or her pleading, or supplement it by setting forth additional or subsequent transactions or occurrences, at any time by leave of court or by stipulation of all parties. Leave shall be freely given upon such terms". "In the absence of prejudice or surprise to the opposing party, leave to amend a pleading should be freely granted unless the proposed amendment is palpably insufficient or patently devoid of merit" (*G.K. Alan Assoc., Inc. v. Lazzari*, 44 AD3d 95, 99 [2d Dept 2007]). Leave should not be granted upon mere request, without appropriate substantiation (*Guzman v Mike's Pipe* Yard, 35 AD3d 266 [1st Dept 2006]). "In exercising its discretion, the court should consider how long the amending party was

aware of the facts upon which the motion was predicated, whether a reasonable excuse for the delay was offered, and whether prejudice resulted therefrom" (*Sidor v. Zuhoski*, 257 AD2d 564, 564 [2d Dept 1999]). "It is well settled that when a Defendant demonstrates that actual prejudice will result from the amendment, the motion must be denied" (*Dolan v. Garden City Union Free School District*, 113 AD2d 781, 785 [2d Dept 1985]). However, mere lateness is not a barrier to an amendment of answer; rather, lateness must be coupled with significant prejudice, which is not found in the mere exposure of a plaintiff to greater liability (*Masterwear Corp v Bernard*, 3 AD3d 305 [1st Dept 2004]).

Landlords oppose Defendants' cross motion to amend their Answer on the basis that it would prejudice Landlords by delaying resolution of the matter, and because Defendants knew of the facts surrounding the affirmative defenses, they should be barred from pleading them due to their tardy proposed amendment. The Court finds that a delay in resolution of the matter, especially when Landlords' motion for summary judgment is being denied without prejudice, does not amount to substantial prejudice warranting denial of a party seeking leave to amend its pleadings. Since Defendants only waited approximately five months to Amend their Answer, and there does not appear to be substantial prejudice to Landlords, the Court grants Defendants' motion to amend their Answer.

Legal Fees

As mentioned above, Plaintiffs' entitlement to attorneys' fees and fees incurred depends on whether Plaintiff prevails on its motion for summary judgment. As Plaintiffs' instant motion for summary judgment is denied, Plaintiffs are not entitled to attorneys' fees and fees incurred at this juncture.

Accordingly, it is hereby

ORDERED that Plaintiffs' motion for summary judgment against Defendants Alexander Kulick, P.C. d/b/a Kulick Medical P.C. and Alexander Kulick is denied without prejudice; and it is further

ORDERED that Plaintiffs' motion to amend its pleadings to conform to the evidence is granted; and it is further

ORDERED that Plaintiffs' motion to dismiss the Defendants' affirmative defenses is denied without prejudice; and it is further

ORDERED that Defendants' cross-motion to dismiss the second cause of action is denied without prejudice; and it is further

ORDERED that Defendants' cross-motion for leave to amend the Answer is granted and Defendants are to serve their amended Answer within thirty (30) days of entry of this Order and Decision; and it is further

ORDERED that the parties shall appear for a preliminary conference virtually via Microsoft Teams on August 31, 2022 at 12:30 PM[1].

This constitutes the decision and order of the Court.

8/16/2022
DATE

Mary V Rosado
HON. MARY V. ROSADO, 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

[1] The Part 33 Clerk will email the parties a calendar invitation with a Teams link.