SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. FRANCIS A. KAHN, III** **PART** **32**

Justice

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JASON FINELY,

Plaintiff,

- v -

PAVARINI MCGOVERN, LLC,610 LEXINGTON PROPERTY LLC, WOLVERINE FIRE PROTECTION OF NYC, LLC,

Defendant.

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PAVARINI MCGOVERN, LLC, 610 LEXINGTON PROPERTY LLC

Third-Party Plaintiffs,

-against-

FIVE STAR ELECTRIC CORP.

Third-Party Defendant.

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INDEX NO. 151464/2017

MOTION DATE

MOTION SEQ. NO. 001 002

DECISION + ORDER ON MOTION

Third-Party
Index No. 595901/2017

The following e-filed documents, listed by NYSCEF document number (Motion 001) 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 130, 131, 136, 137, 138, 142, 144, 145, 146, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161

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

The following e-filed documents, listed by NYSCEF document number (Motion 002) 125, 126, 127, 128, 129, 132, 133, 134, 135, 139, 140, 141, 143, 147, 148, 149, 162, 163, 164, 165, 166, 167

were read on this motion to/for SUMMARY JUDGMENT.

Upon the foregoing documents, the motions cross-motion are is determined as follows:

In this action Plaintiff, Jason Finley, seeks to recover for injuries sustained on August 23, 2016, when he allegedly slipped on a piece of pipe that was obscured by a piece of newspaper. The incident occurred at 610 Lexington Avenue, New York, New York which was owned by Defendant 610 Lexington Property LLC ("610 Lexington"). Defendant Pavarini McGovern LLC ("Pavarini") entered into an agreement with 610 Lexington to act as general contractor on the construction of a new building at the subject premises. Defendant Wolverine Fire Protection Of NYC, LLC ("Wolverine") was retained by Pavarini as the sprinkler system subcontractor.

Pavarini also subcontracted with Third-Party Defendant Five Star Electric Corp. ("Five Star") to provide electrical work.

Plaintiff commenced this action pleading causes of action of common-law negligence as well as violation of Labor Law §§ 200, 240 [1] and 241 [6]. Defendants 610 Lexington and Pavarini answered jointly and asserted four affirmative defenses. They also commenced a third-party action against Five Star for common-law contribution and indemnification, contractual indemnification, and breach of contract for failure to obtain insurance. Defendant Wolverine answered and pled fourteen affirmative defenses as well as crossclaims for common law contribution and indemnification 610 Lexington and Pavarini. Third-Party Defendant Five Star answered and counterclaimed for common-law contribution and indemnification. Five Star also commenced a second third-party action against Wolverine for common-law contribution and indemnification, contractual indemnification, and breach of contract for failure to obtain insurance. Wolverine answered the second third-party action.

Now, Plaintiff moves (Motion Seq No 1) for partial summary judgment pursuant to CPLR §3212 against Defendants New York Labor Law 241 [6]. Defendants 610 Lexington and Pavarini oppose the motion. Wolverine opposes the motion and cross-moves for summary judgment dismissing Plaintiff's compliant and the second third-party action. Defendants 610 Lexington and Pavarini move (Motion Seq No 2) for summary judgment dismissing Plaintiff's complaint and for summary judgment on its third-party claims against Five Star. Plaintiff and Five Star oppose the motion.

Under the statements of material facts and responses thereto, served pursuant to Uniform Rule for Trial Courts §202.8-b, many salient facts are unchallenged (NYSCEF Doc Nos 92, 117, 128, 134, 138, 140, 144, 147, 153, 156, 163, 165 and 166). At the time of his accident, Plaintiff was employed by Five Star as a subforeman, and his duties included supervision of a 10-person crew tasked with wiring the HVAC system. The accident occurred at about 7:30am when Plaintiff was walking on a pathway on the ground level with a coworker, Joseph Lacova ("Lacova"). The pathway was between six and seven feet wide and encircled the building in a square. Plaintiff was caused to fall by piece of pipe that was obscured by a piece of newspaper. After the accident, Lacova told Plaintiff that he slipped on a black piece of metal sprinkler pipe that was about one inch in diameter. The pipe was covered by a piece of newspaper and that plumbers and steamfitters used newspaper to wipe oil off materials they installed.

Pavarini acknowledged that its representative, Peter Redmond ("Redmond"), a Mechanical Superintendent, testified that Pavarini had authority at the site over housekeeping and safety, including the authority to stop a subcontractor's work because of unsafe practices. Also undisputed by Pavarini, Wolverine and Five Star was that subcontractors were responsible for center piling their construction debris for removal by Pavarini laborers. Wolverine and Pavarini confess that the last day Wolverine worked on the ground floor lobby area was August 18 - 19, 2016.

Plaintiff testified at his deposition that a photograph marked as Exhibit F at his deposition depicted the piece of pipe at issue. Plaintiff averred that Wolverine performed overhead sprinkler work in the area where he fell about a week earlier and that no other trade used the type

of pipe that caused him to fall. Jose Molina ("Molina"), a General Foreman employed by Five Star, confirmed in his deposition testimony that only Wolverine used the type of pipe Plaintiff identified. Redmond testified that the pipe depicted in the photographs marked as Exhibits F, G, H and I "could be" a sprinkler pipe and that Wolverine worked with sprinkler pipes at the job site prior to the accident. In an affidavit, Lacova avers that he "heard and saw" the incident and that the cause was the pipe depicted in photographs marked as Exhibits F, G, H and I. Lacova also claimed that only Wolverine used that type of pipe at the site.

"[T]he proponent of a summary judgment motion must make a *prima facie* showing of entitlement to judgment as a matter of law, tendering sufficient evidence to demonstrate the absence of any material issues of fact" (*Ayotte v Gervasio*, 81 NY2d 1062, 1063 [1993], *citing Alvarez v Prospect Hospital*, 68 NY2d 320, 324 [1986]). Failure to make such a showing requires the denial of the motion, regardless of the sufficiency of the papers in opposition (*see Alvarez v Prospect Hospital*, 68 NY2d at 324). Once a *prima facie* demonstration has been made, the burden shifts to the opposing party to establish the existence of a triable material issue of fact (*see Zuckerman v City of New York*, 49 NY2d 557 [1980]; *Mazurek v Metropolitan Museum of Art*, 27 AD3d 227, 228 [1st Dept 2006]).

As to the branch of Plaintiff's motion for summary judgment on his claim under Labor Law §241[6], that section requires that areas in which construction is being performed shall be "guarded, arranged, operated, and conducted" in a manner which provides "reasonable and adequate protection and safety to the persons employed therein," that the Commissioner of Labor may make rules to implement the statute, and that owners, contractors, and their agents shall comply with them (*see Rizzuto v L.A. Wenger Contracting Co., Inc.*, 91 NY2d 343 [1998]). The duty imposed under Labor Law §241[6] upon owners and contractors is nondelegable and exists regardless of their control and supervision of the job site (*id.*). In support of the motion, Plaintiff was required to establish *prima facie* proof of each element of this claim (*see Ortega v Roman Catholic Diocese of Brooklyn, N.Y.*, 178 AD3d 940, 941 [2d Dept 2019]; *see also Davis v Commack Hotel*, 174 AD3d 501, 502 [2d Dept 2019], *citing Andre v Pomeroy*, 35 NY2d 361, 364-65 [1974]).

Here, it is undisputed that 610 Lexington and Pavarini were an owner and contractor within the meaning of the statute when the accident occurred. However, Wolverine was a subcontractor and "Labor Law § 241 (6) does not automatically apply to all subcontractors on a site or in the 'chain of command'" (*Vargas v Peter Scalamandre & Sons, Inc.*, 105 AD3d 454, 455 [1st Dept 2013], *citing Russin v Louis N. Picciano & Son*, 54 NY2d 311, 317-318 [1981]). "Rather, for liability under the statute to attach to a defendant, a plaintiff must show that the defendant exercised control, either over the plaintiff, the specific work area involved or the work that gave rise to the injury" (*id* at 455; *cf. Adagio v New York State Urban Dev. Corp.*, 161 AD3d 624 [1st Dept 2018]).

In this case, there are issues of fact precluding finding, as a matter of law, whether Wolverine was a statutory agent for Labor Law purposes. Plaintiff adduced evidence Wolverine exercised control over the work responsible for the accident with testimony from multiple witnesses that it was the only trade which used the type of pipe involved in the accident (*see Vargas v Peter Scalamandre & Sons, Inc.*, supra; *Moore v URS Corp.*, ____AD3d____, 2022

NY Slip Op 05601 [1st Dept 2022]). However, trades were only required to center pile their debris, its removal was the sole responsibility of Pavarini and Wolverine last worked at the location four days prior to the accident (*see Santiago v 44 Lexington Assoc., LLC*, 161 AD3d 444 [1st Dept 2018]). Absent is definitive proof whether Wolverine complied with its responsibility regarding its work debris leaving open whether the accident arose from work which Wolverine or Pavarini controlled.

To establish liability on a Labor Law §241[6], a claimant must demonstrate that their injuries were proximately caused by a violation of the Industrial Code applicable to the situation (*see Reyes v Astoria 31st Street Developers, LLC*, 190 AD3d 872 [2d Dept 2021]; *Ortega v Roman Catholic Diocese of Brooklyn, N.Y.*, 178 AD3d 940 [2d Dept 2019]; *Melchor v Singh*, 90 AD3d 866, 870 [2d Dept 2011]; *see also Misicki v Caradonna*, 12 NY3d 511, 515 [2009]). Each section of the Industrial Code relied upon by a claimant must be a "concrete specification" "mandating a distinct standard of conduct" and "not merely a restatement of common-law principles" (*see Becerra v Promenade Apartments Inc.*, 126 AD3d 557, 558 [1st Dept 2015], *quoting Misicki v Caradonna, supra and Ross v Curtis-Palmer Hydro-Elec. Co.*, supra; *see also Alberto v DiSano Demolition Co., Inc.*, 194 AD3d 607 [1st Dept 2021]). Although comparative fault is a viable defense to a Labor Law §241[6] cause of action (*see Drago v TYCTA*, 227 AD2d 372 [2d Dept 1996]), a claimant is not required to demonstrate freedom from comparative fault on a motion for summary judgment (*see Ortega v Roman Catholic Diocese of Brooklyn, N.Y.*, supra; *see also Rodriguez v City of New York*, 31 NY2d 312, 313 [2018]).

As cited in the supplemental bill of particulars, Plaintiff relies on alleged violations of 12 NYCRR §23-1.7[d] and [e]. Both are sufficiently specific to be actionable (*see Rizzuto v L.A. Wenger Contracting Co., Inc., supra*; *Licata v AB Green Gansevoort, LLC*, 158 AD3d 487, 489 [1st Dept 2018]).

Industrial Code section 23-1.7[d], titled "Slipping Hazards" provides that "[e]mployers shall not suffer or permit any employee to use a floor, passageway, walkway, scaffold, platform, or other elevated working surface which is in slippery condition. Ice, snow, water, grease and any other foreign substance which may cause slippery footing shall be removed, sanded, or covered to provide safe footing". Contrary to Plaintiff's assertion, the debris which he claims caused the fall, a piece of pipe and newspaper, is not a "slippery condition" within the meaning of this section (*see Fitzgerald v Marriott Intl., Inc.*, 156 AD3d 458 [1st Dept 2017]; *Stier v One Bryant Park LLC*, 113 AD3d 551 [1st Dept 2014]). Applying sensible interpretation, pipe and newspaper "is not similar in nature to the foreign substances listed in the regulation, i.e., ice, snow, water or grease" (*Bazdaric v Almah Partners LLC*, 203 AD3d 643, 644 [1st Dept 2022]; *see also Ruisech v Structure Tone Inc.*, 208 AD3d 412, 414 [1st Dept 2022]).

Industrial Code section 23-1.7[e], titled "Tripping and other hazards" provides that:

> [1] Passageways. All passageways shall be kept free from accumulations of dirt and debris and from any obstructions or conditions which could cause tripping. Sharp projections which could cut or puncture any person shall be removed covered.

> [2] Working areas. The parts of floors, platforms, and similar areas where persons work or pass shall be kept free from accumulations of dirt and debris and from scattered tools and materials and from sharp projections insofar as may be consistent with the work being performed.

Section 23-1.7[e][1] is applicable only to passageways, but the Industrial Code does not contain a definition of that term (*Prevost v One City Block LLC*, 155 AD3d 531, 535 [1st Dept 2017]). Courts have "'interpreted the term to mean a defined walkway or pathway used to traverse between discrete areas as opposed to an open area'" (*id.*, *quoting Steiger v LPCiminelli, Inc.*, 104 AD3d 1246, 1250 [4th Dept 2013]). The Appellate Division, First Department has further observed that "[a] 'passageway' is commonly defined and understood to be 'a typically long narrow way connecting parts of a building' and synonyms include the words corridor or hallway (*Quigley v Port Auth. of N.Y. & N.J.*, 168 A.D.3d 65, 67 [1st Dept 2018], citing Merriam-Webster Online Thesaurus, passageway [https://www.merriam-webster.com/thesaurus/passageway]).

Plaintiff testified that he was proceeding in a "walkway" or "pathway" which formed a "square circle" around the inside of the building which was "six to seven feet wide" where he fell. Molina also described the incident location as part of a "passageway" that travelled through the building and was used to shuttle pedestrians. A review of a blueprint marked at Molina's deposition, as well as photographs marked as Plaintiff's Exhibits 10 and 22, reveal the described area bears the hallmarks of a passageway. Defendants' depositions are not to the contrary. Redmond initially admitted at his deposition that the accident location served as a passageway. He later modified his statement and said, "it wouldn't actually be a passageway, it is an open area, however people walked, transversed [sic] it north to south, it could be perpendicular to the doorway to get access to the stairs". Nevertheless, Redmond and Todd Corcoran ("Corcoran"), an employee of Wolverine, both admitted that the area was far longer than it was wide.

Section 23-1.7[e][2] is broader and apples to "parts of floors, platforms, and similar areas where persons work or pass". Corcoran averred at his deposition that on August 23, 2016, Plaintiff fell in an area people "worked in". Redmond stated that people worked in that area "[t]emporarily at certain times" but did not know if work occurred on the incident date. Molina described the area as a place where Wolverine and Five Star stored their materials and that Wolverine cut pipes there are well.

Based on the foregoing, the area where Plaintiff fell was both a passageway and a work area under Sections 23-1.7[e][1] and [2] of the Industrial Code (*see Fitzgerald v Marriott Intl., Inc.*, supra).

The piece of pipe at issue constitutes "debris" under the Industrial Code (*see Rudnitsky v Macy's Real Estate, LLC*, 189 AD3d 490, 491 [1st Dept 2020]; *Fitzgerald v Marriott Intl., Inc.*, 156 AD3d 458, 459 [2d Dept 2017]). That Plaintiff slipped, rather than tripped, does not render 12 NYCRR 23-1.7[e][1] inapplicable (*id.*). As such, Plaintiff demonstrated entitlement to partial summary judgment on his Labor Law §241[6] claim predicated on a violation of Industrial Code §23-1.7[e][1] and [2] against Pavirini and 610 Lexington (*see Serrano v Consolidated Edison*

Co. of N.Y. Inc., 146 AD3d 405 [1st Dept 2017]; *Capuano v Tishman Constr. Corp.*, 98 AD3d 848 [1st Dept 2012]; *Fitzgerald v Marriott Intl., Inc.*, supra). In opposition, Pavirini and 610 Lexington failed to raise an issue of fact.

Defendants also seek to dismiss Plaintiff's Labor Law §200 and common-law negligence claims. Labor Law §200 is a codification of the common-law duty of landowners and general contractors, as well as their agents, to provide a safe place to work (*see Rizzuto v L.A. Wenger Contr. Co.*, 91 NY2d at 352). "A claim for common-law negligence may lie even though there is no Labor Law § 200 liability" (*Mullins v Ctr. Line Studios*, 194 AD3d 421, 422 [1st Dept 2021]). "Claims for personal injury under the statute and the common law fall into two broad categories: those arising from an alleged defect or dangerous condition existing on the premises and those arising from the manner in which the work was performed" (*Cappabianca v Skanska USA Bldg. Inc.*, 99 AD3d 139, 143-144 [1st Dept 2012]). Although "[t]hese two categories should be viewed in the disjunctive" (*Ortega v Puccia*, 57 AD3d 54 [2d Dept 2008]), meaning that cases ordinarily fall into one category or another, this principle is not absolute and a plaintiff may claim that an accident was caused by both a defect in the premises and the manner in which the work was performed (*see eg Mitchell v Caton on the Park, LLC*, 167 AD3d 865, 867 [2d Dept 2018])

Here, the condition at issue, a stray piece of pipe, must be analyzed under the dangerous condition standard as it "was not part of the work plaintiff was performing" (*DeMercurio v 605 W. 42nd Owner LLC*, 172 AD3d 467 [1st Dept 2019]; *see also Armental v 401 Park Ave. S. Assoc., LLC*, 182 AD3d 405 [1st Dept 2020]; *Radeljic v Certified of N.Y., Inc.*, 161 AD3d 588 [1st Dept 2018]; *Prevost v One City Block LLC*, 155 AD3d 531 [1st Dept 2017]).

Where the accident is a consequence of a defective condition on a premises "'a property owner is liable under Labor Law § 200 when the owner 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], *citing Chowdhury v Rodriguez*, 57 AD3d 121, 128 [2d Dept 2008]). "A contractor may be liable in common-law negligence and under Labor Law § 200 in cases involving an allegedly dangerous premises condition 'only if it had control over the work site and either created the dangerous condition or had actual or constructive notice of it'" (*Doto v Astoria Energy II, LLC*, 129 AD3d 660 [2d Dept 2015], *citing Martinez v City of New York*, 73 AD3d 993, 998 [2d Dept 2010]; *see also Urban v No. 5 Times Sq. Dev., LLC*, 62 AD3d 553, 556 [1st Dept 2009]).

To be entitled to summary judgment, Defendants were required to demonstrate, *prima facie*, that one or more of the essential elements of these claims are negated as a matter of law (*see Poon v Nisanov*, 162 AD3d 804 [2nd Dept 2018]; *Nunez v Chase Manhattan Bank*, 155 AD3d 641 [2nd Dept 2017]). Therefore, an owner is required to show it did not create the hazardous condition (*see eg Ceron v Yeshiva Univ.*, 126 AD3d 630, 632 [1st Dept 2015]) and that it did not have actual or constructive notice of that condition for a sufficient length of time to discover and remedy same (*id.*). Contractors and sub-contractors are only required to show they lacked constructive notice if they had the authority to supervise a plaintiff's work or the work area in general (*see Doto v Astoria Energy II, LLC*, supra; *Poracki v St. Mary's Roman Catholic*

Church, supra). To constitute constructive notice, a defect must be visible and apparent, and it must exist for a sufficient length of time prior to the accident to permit defendant's employee to discovery and remedy it (*see Johnson v 101-105 S. Eighth St. Apts. Hous. Dev. Fund Corp.,* 185 AD3d 671 [2d Dept 2020]; *see also Gordon v American Museum of Natural History, supra).*

Pavarini, 610 Lexington and Five Star demonstrated, *prima facie*, they did not create the condition at issue with the testimony of Plaintiff and Molina that Wolverine was the only trade to use the type of pipe that caused the incident. However, 610 Lexington offered no evidence, either by deposition testimony or affidavit, that it lacked notice of the condition. Further, Pavarini, the party admittedly responsible for cleaning up all debris at the site, failed to demonstrate its lack of actual or constructive notice. Indeed, Redmond testified that he had no knowledge when the area was last cleaned before the accident. Given that Wolverine last worked at the site four days before the incident, a claim that the condition materialized too soon to be remedied is not established.

As to Five Star, the depositions of Plaintiff and Molina demonstrated that it did not create the condition as Five Star did not utilize the pipe at issue and that it was responsible for center piling its own debris for Pavarini to remove. Also, Five Star's notice of the condition was irrelevant as lacked supervisory control over the work site (*see Urban v No. 5 Times Sq. Dev., LLC*, 62 AD3d 553, 554 [1st Dept 2009]; *Bell v Bengomo Realty, Inc.,* 36 AD3d 479, 481 [1st Dept 2007]; *Ryder v Mount Loretto Nursing Home Inc.*, 290 AD2d 892 [3rd Dept 2002] *cf. Gallagher v Levien & Co.*, 72 AD3d 407 [1st Dept 2010]).

Concerning Wolverine, despite *prima facie* proof that it was the only contractor that used the type of pipe at issue, its potential creation of the defect is still insufficient to base a Labor Law §200 claim against a subcontractor (*see eg Urban v No. 5 Times Sq. Dev., LLC,* supra*; Bell v Bengomo Realty, Inc.,* supra). However, "[a] claim for common-law negligence may lie even though there is no Labor Law § 200 liability" (*Mullins v Ctr. Line Studios*, 194 AD3d 421, 422 [1st Dept 2021]). "'[A] subcontractor . . . may be held liable for negligence where the work it performed created the condition that caused the plaintiff's injury even if it did not possess any authority to supervise and control the plaintiff's work or work area'" (*Poracki v St. Mary's Roman Catholic Church*, 82 AD3d 1192, 1195 [2d Dept 2011], *citing Tabickman v Batchelder St. Condominiums by the Bay, LLC*, 52 AD3d 593, 594). No evidence was proffered in support of the motion that established, as a matter of law, that Wolverine did not create the condition at issue.

The branch of Wolverine's cross-motion for dismissal of Five Star's third-party complaint is granted. The claims of contractual indemnification and breach of contract for failure to procure insurance fail as there is no agreement that exists between Wolverine and Five Star that contains these obligations (*see eg Rivera v 203 Chestnut Realty Corp.*, 173 AD3d 1085, 1087 [2nd Dept 2019]). The common-law indemnification claim is also unsuccessful. "Common-law indemnification is generally available 'in favor of one who is held responsible solely by operation of law because of his relation to the actual wrongdoer'" (*McCarthy v Turner Constr., Inc.*, 17 NY3d 369, 377-378 [2011], *citing Mas v Two Bridges Assocs.*, 75 NY2d 680, 690 [1990]). Here, Five Star is not a direct defendant and any liability would be based on Pavarini and 610 Lexington's third-party claims of indemnification, not any legal responsibility

arising out a relation to Wolverine. To the extent Wolverine seeks dismissal of Pavarini and 610 Lexington's crossclaims, that branch of the motion is denied as it was not addressed in its moving papers (*see eg Crutch v 421 Kent Dev.*, LLC, 192 AD3d 977 [2d Dept 2021]).

Defendant Pavarini and 610 Lexington also seek summary judgment against Five Star on its indemnification and insurance procurement claims. The branch of the motion based upon the insurance procurement cause of action is denied as Movant failed to demonstrate as a matter of law the required insurance was not obtained (*see Astrakan v City of New York, supra*; *Rivera v 203 Chestnut Realty Corp.*, 173 AD3d 1085, 1087 [2d Dept 2019]). The branch of the motion for summary judgment on its third-party claim for contractual and common-law indemnification is denied as Pavarini and 610 Lexington have not demonstrated their absence of negligence as a matter of law (*see eg Hammer v ACC Constr. Corp.*, 193 AD3d 455 [1st Dept 2021]).

Accordingly, it is

ORDERED that the branch of Plaintiff's motion for partial summary judgment on the Labor Law § 241[6] claim is granted as against Defendants Pavarini and 610 Lexington but denied as to Wolverine, and it is

ORDERED that the branch of the motion by Defendants Pavarini and 610 Lexington to dismiss Plaintiff's Labor Law §200 and common-law negligence claims is denied, and it is

ORDERED that the branch of Defendant Wolverine's cross-motion to dismiss Plaintiff's compliant is denied, except that the Labor Law §200 claim against it is dismissed, and it is

ORDERED that the branch of Defendant Wolverine's cross-motion to dismiss Five Star's second-third party complaint it granted, and it is

ORDERED that the branch of the motion by Defendants Pavarini and 610 Lexington for summary judgment on its third-party complaint against Five Star is denied.

11/18/2022
DATE

FRANCIS A. KAHN, III, A.J.S.C.
HON. FRANCIS A. KAHN III
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