

**CP V TS Fulton Owner, LLC v U.S. Crane & Rigging,  
LLC**

2023 NY Slip Op 30596(U)

February 28, 2023

Supreme Court, New York County

Docket Number: Index No. 651939/2021

Judge: Louis L. Nock

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This opinion is uncorrected and not selected for official publication.

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

**PRESENT: HON. LOUIS L. NOCK PART 38M**

*Justice*

-----X

CP V TS FULTON OWNER, LLC,  
  
Plaintiff,

- v -

U.S. CRANE & RIGGING, LLC, NYC CRANE HOIST &  
RIGGING LLC, IRONSHORE SPECIALITY INSURANCE  
COMPANY, LEXINGTON INSURANCE COMPANY, HDI  
GLOBAL SPECIALTY SE F/K/A INTERHDI GLOBAL  
INSURANCE COMPANY OF HANNOVER SE, and ADRIAN  
ANDRADE,

Defendants.

-----X

**INDEX NO.** 651939/2021

**MOTION DATE** 12/13/2021,  
12/29/2021,  
01/13/2022

**MOTION SEQ. NO.** 003 004 005

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document numbers (Motion 003) 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 71, 91, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 143, and 145

were read on this motion to DISMISS.

The following e-filed documents, listed by NYSCEF document numbers (Motion 004) 73, 74, 75, 76, 77, 92, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 142, and 146

were read on this motion to DISMISS.

The following e-filed documents, listed by NYSCEF document numbers (Motion 005) 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 93, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, and 147

were read on this motion to DISMISS.

LOUIS L. NOCK, J.

Upon the foregoing documents, motion sequence numbers 003, 004, and 005, are consolidated for disposition in accordance with the following memorandum decision. In this insurance declaratory judgment action, plaintiff CP V TS Fulton Owner (“Fulton Owner”) brings causes of action against its contractor U.S. Crane & Rigging LLC (“U.S. Crane”) and subcontractor NYC Crane Hoist & Rigging LLC (“NYC Crane,” and collectively the “Crane defendants”) for failure to procure insurance and contractual indemnification and related

declaratory relief, as well as seeking a declaratory judgment that defendants Ironshore Specialty Insurance Company (“Ironshore”), Lexington Insurance Company (“Lexington”), and HDI Global Specialty SE (“HDI Global”) are required to provide coverage under their respective policies to Fulton Owner, and that Fulton Owner is an additional insured under the policies. The complaint alleges no claims against defendant Adrian Andrade, and Lexington has answered the complaint. Presently before the court are the Crane defendants’ (Mot. Seq. No. 003), HDI Global’s (Mot. Seq. No. 004), and Ironshore’s (Mot. Seq. No. 005) motions to dismiss the claims asserted against them in the amended verified complaint (NYSCEF Doc. No. 7).

### **Background**

Fulton Owner hired U.S. Crane in connection with a construction project located at 118 Fulton Street in Manhattan (U.S. Crane contract, NYSCEF Doc. No. 99). As part of the contract, U.S. Crane agreed to “defend, indemnify, and hold harmless” Fulton Owner and several other entities to the fullest extent permitted by law from any act or omission by U.S. Crane, including but not limited to, breach of contract, breach of warranty, and wrongful or negligent acts or omissions (*id.*, § 5.3). Further, U.S. Crane agreed to procure insurance in the amounts and types specified by the contract (*id.*, § 6.3), with Fulton Owner and several other entities named as additional insureds (*id.*, § 6.3[h]). U.S. Crane then subcontracted a portion of its work to NYC Crane, and NYC Crane agreed to indemnify U.S. Crane and carry insurance naming Fulton Owner as an additional insured as part of the subcontract (subcontract, NYSCEF Doc. No. 100, ¶¶ 3-4).

Pursuant to the provisions of the contract and subcontract, U.S. Crane obtained commercial general liability insurance coverage from defendant Ironshore, and NYC Crane obtained same from defendant HDI Global (HDI Global policy, NYSCEF Doc. No. 75;

Ironshore policy, NYSCEF Doc. Nos. 82-85). Ironshore's policy contained an endorsement titled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" ("Scheduled Person endorsement") (Ironshore Policy, NYSCEF Doc. No. 84 at CG 20 10 04 13). Relevant to the instant motions, the endorsement provides that additional insureds under the policy shall include any person or organization required to be included "by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured" (*id.*). The HDI Global policy contains an identical endorsement (HDI Global policy, NYSCEF Doc. No. 75 at 38-39). In addition, the HDI Global policy contains an endorsement titled "Additional Insured – Ongoing Operations Owners, Lessees or Contractors," which provides that "additional insured" includes anyone required to be named as such by the named insured, but only "if such agreement was evidenced 'in writing' or by a written contract executed by the Named Insured before the 'occurrence' took place" ("Ongoing Operations endorsement") (*id.* at 66). Finally, the HDI Global policy contains an endorsement titled "Additional Insured – Owners, Lessees or Contractors – Automatic Status for Other Parties When Required in Written Construction Agreement" ("Automatic Status endorsement") (*id.* at 41). This endorsement differs slightly from the Scheduled Person and Ongoing Operations endorsements in that it includes any "person or organization you are required to add as an additional insured under the contract or agreement" pursuant to which NYC Crane was performing operations (*id.*), here, the subject agreement being the subcontract with U.S. Crane.

In May 2016, Fulton Owner, U.S. Crane, and nonparty contractor RNC Industries, LLC ("RNC") entered into an Assignment, Assumption and Release Agreement ("Assignment") (NYSCEF Doc. No. 101). The Assignment provides that Fulton Owner "assign[ed],

transfer[red] and set[] over to [RNC] all of its right, title and interest in and to the [U.S. Crane contract]” (*id.*, ¶ 1). No language in the Assignment limited the extent of what Fulton Owner was assigning to RNC.

On January 11, 2018, defendant Andrade, an employee of NYC Crane, was injured in an accident at the construction site (Andrade complaint, NYSCEF Doc. No. 104, ¶ 78). He commenced an action against, *inter alia*, Fulton Owner, captioned *Adrian Andrade v 120 Fulton Investors LLC, et al*, Index No. 156501/2018, pending in this court before the Hon. Shlomo S. Hagler. Prior to commencing this action, Fulton Owner impleaded both U.S. Crane and RNC as third-party defendants, alleging claims of common-law and contractual indemnification, and failure to procure insurance (U.S. Crane third-party complaint, NYSCEF Doc. No. 105 at 5-11). A few months after commencing the present action, Fulton Owner impleaded NYC Crane in *Andrade*, alleging the same causes of action (NYC Crane third-party complaint, NYSCEF Doc. No. 107 at 7-10). Fulton Owner then amended the complaint in the present action to name NYC Crane as a defendant (amended complaint, NYSCEF Doc. No. 7). RNC’s insurer is presently defending Fulton Owner in *Andrade* (*see*, tender letters, NYSCEF Doc. No. 102).

Fulton Owner tendered the defense of *Andrade* to HDI Global’s representative in October 2020, and again to HDI Global directly on August 16, 2021 (*id.*). On September 24, 2021, HDI Global disclaimed coverage based on the three endorsements noted above (disclaimer letter, NYSCEF Doc. No. 103). Further, HDI Global disclaimed based on the failure to timely notify HDI Global of the *Andrade* action for more than two years after it was commenced, and Fulton Owner had appeared therein. The present record does not disclose whether Fulton Owner ever tendered its defense to Ironshore, though Fulton Owner alleges in the amended complaint that it

did so and that Ironshore failed to timely respond (amended complaint, NYSCEF Doc. No. 7, ¶¶ 76-77).

### Standards of Review

“On a motion to dismiss pursuant to CPLR 3211, the pleading is to be afforded a liberal construction” (*Leon v Martinez*, 84 NY2d 83, 87 [1994]). “[The court] accept[s] the facts as alleged in the complaint as true, accord[ing] plaintiffs the benefit of every possible favorable inference, and determin[ing] only whether the facts as alleged fit within any cognizable legal theory” (*id.* at 87-88). Ambiguous allegations must be resolved in plaintiff’s favor (*JF Capital Advisors, LLC v Lightstone Group, LLC*, 25 NY3d 759, 764 [2015]). “The motion must be denied if from the pleadings’ four corners factual allegations are discerned which taken together manifest any cause of action cognizable at law” (*511 West 232nd Owners Corp. v Jennifer Realty Co.*, 98 NY2d 144, 152 [2002] [internal citations omitted]). “[W]here ... the allegations consist of bare legal conclusions, as well as factual claims either inherently incredible or flatly contradicted by documentary evidence, they are not entitled to such consideration” (*Ullmann v Norma Kamali, Inc.*, 207 AD2d 691, 692 [1st Dept 1994]).

CPLR 3211(a)(4) provides that a court may dismiss a complaint where “there is another action pending between the same parties for the same cause of action in a court of any state or the United States; the court need not dismiss upon this ground but may make such order as justice requires.” The rule in New York is that “the court which has first taken jurisdiction is the one in which the matter should be determined and it is a violation of the rules of comity to interfere” (*Syncora Guar. Inc. v J.P. Morgan Sec. LLC*, 110 AD3d 87, 95 [1st Dept 2013] [internal citations omitted]). “When considering whether to dismiss a later filed action, courts will determine whether there is a sufficient identity of parties” (*id.* at 96 [internal quotation

marks and citations omitted]). “[D]ismissal under CPLR 3211(a)(4) is not necessarily defeated by substantial, as opposed to complete, identity of parties” (*Morgulas v J. Yudell Realty, Inc.*, 161 AD2d 211, 213 [1st Dept 1990]). Further, “[i]t is not necessary that the precise legal theories presented in the first action also be presented in the second action . . . [t]he critical element is that both suits arise out of the same subject matter or series of alleged wrongs” (*Syncora Guar. Inc.*, 110 AD3d at 96 [internal quotation marks and citations omitted]).

If dismissal is not warranted, or if “joint proceedings will serve judicial economy,” the court may consolidate the two actions rather than dismiss the second action (*Graev v Graev*, 219 AD2d 535, 535-36 [1st Dept 1995]). Consolidation is appropriate where, though there is lacking substantial identity of the parties, the parties are “closely related” and the subject matter of the claims asserted overlap (*Michael v S.H. Galleries, Ltd.*, 101 AD2d 755, 755-56 [1st Dept 1984]). Whether to grant relief under CPLR 3211(a)(4), whether dismissal, consolidation, or otherwise, is within the discretion of the Court (*Silver v Whitney Partners LLC*, 130 AD3d 512, 514 [1st Dept 2015]).

### Discussion

The Crane defendants first move to dismiss the complaint against them in favor of the *Andrade* litigation, as Fulton Owner asserted identical claims against them therein, and it is undisputed that Fulton Owner impleaded each of the Crane defendants into the *Andrade* action before commencing the instant action against U.S. Crane and then amending the complaint to add NYC Crane as a defendant. Both actions arise out of the same subject matter, namely the accident at the building site involving Andrade (*Syncora Guar. Inc.*, 110 AD3d at 95-96).

In opposition to this branch of the motion, Fulton Owner argues that there are additional claims against the Crane defendants in this action for declaratory relief that are not present in

*Andrade*, which require denying the motion on this ground. However, there does not need to be a precise identity of theories of recovery to dismiss a later filed action (*id.*). The cases cited by Fulton Owner in support of its argument are distinguishable. In *Clark v Clark* (93 AD3d 812, 815 [2d Dept 2012]), the Appellate Division, Second Department, affirmed the denial of a motion to dismiss an action for breach of a joint venture agreement in favor an earlier-filed action for breach of fiduciary duty and an accounting of the assets of a trust on the grounds that the two actions “do not involve the same causes of action, and the relief sought is not substantially the same.” *Guilden v Baldwin Sec. Corp.* (189 AD2d 716 [1st Dept 1993]), which required “complete identity of the parties, causes of action, and of the relief sought in the two actions,” predates *Syncora Guar. Inc.*, in which the court specifically stated that only “substantial, not complete, identity of parties” and a common “subject matter or series of alleged wrongs” are necessary to justify dismissal under CPLR 3211(a)(4) (*Syncora Guar. Inc.*, 110 AD3d at 96). Accordingly, this branch of the Crane defendants’ motion is granted, and the complaint is dismissed against them in favor of the *Andrade* litigation.

Turning to the motions to dismiss the claims against HDI Global and Ironshore, the duty to defend under an insurance policy is exceedingly broad and extends beyond the limits of the duty to indemnify, covering any situation where the allegations of the complaint “suggest a reasonable possibility of coverage” (*Automobile Ins. Co. of Hartford v Cook*, 7 NY3d 131, 137 [2006] [internal quotations and citation marks omitted]). “Thus, an insurer may be required to defend under the contract even though it may not be required to pay once the litigation has run its course” (*id.*). “If, liberally construed, the claim is within the embrace of the policy, the insurer must come forward to defend its insured no matter how groundless, false or baseless the suit may be” (*id.* [internal quotations and citation marks omitted]). The duty remains “even though facts

outside the four corners of the pleadings indicate that the claim may be meritless or not covered” (*id.* [internal quotations and citation marks omitted]).

"The unambiguous provisions of an insurance policy, as with any written contract, must be afforded their plain and ordinary meaning" (*Broad St., LLC v Gulf Ins. Co.*, 37 AD3d 126, 130-31 [1st Dept 2006]). The policy should be read as a whole, and no particular words or phrases should receive undue emphasis (*Bailey v Fish & Neave*, 8 NY3d 523, 528 [2007]). Courts should give effect to every clause and word of an insurance contract (*Northville Indus. Corp. v National Union Fire Ins. Co. of Pittsburgh, Pa.*, 89 NY2d 621, 633 [1997]). An interpretation is incorrect if "some provisions are rendered meaningless" (*County of Columbia v Continental Ins. Co.*, 83 NY2d 618, 628 [1996]). It is the insured's burden to show that the provisions of a policy provide coverage (*BP A.C. Corp. v One Beacon Ins. Group*, 33 AD3d 116, 134 [1st Dept 2006]). Moreover, where the policy language offers no reasonable basis for a difference of opinion, the court should not find it ambiguous (*Breed v Insurance Co. of N.A.*, 46 NY2d 351, 355 [1978]).

As an initial matter, Fulton Owner's assertion that Ironshore and HDI Global are barred from disclaiming coverage due to untimeliness of their disclaimers, is unavailing. HDI Global and Ironshore are not arguing that coverage is excluded under a particular exclusion, but that at the time of the accident in *Andrade* there was no coverage for Fulton Owner at all. "[A] party that is not named an insured or an additional insured on the face of the policy is not entitled to coverage," and where "the claim [falls] outside of the policy's coverage, the carrier [is] not required to disclaim as to coverage that did not exist" (*Tribeca Broadway Assoc., LLC v Mount Vernon Fire Ins. Co.*, 5 AD3d 198, 200-01 [1st Dept 2004]). Put differently, the requirement to timely disclaim coverage does not "require notice when there never was any insurance in

effect . . . only situations in which a policy of insurance that would otherwise cover the particular accident is claimed not to cover it because of an exclusion in the policy” (*Zappone v Home Ins. Co.*, 55 NY2d 131, 138 [1982]). Here, as both HDI Global and Ironshore argue that there was no coverage for Fulton Owner whatsoever at the time of the accident, whether either defendant timely denied coverage is irrelevant.

Of the three additional insured endorsements cited above, only the Scheduled Person endorsement is implicated by both policies; the Ongoing Operations and Automatic Status endorsements are only part of HDI Global’s policy. Accordingly, the court first turns to the Scheduled Persons endorsement, which provides that a person or organization shall be an additional insured when required “by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured” (HDI Global policy, NYSCEF Doc. No. 75 at 38-39; Ironshore Policy, NYSCEF Doc. No. 84 at CG 20 10 04 13). HDI Global’s insured, NYC Crane, has never had a contract directly with Fulton Owner, and therefore no coverage exists for Fulton Owner under the HDI Global policy pursuant to this endorsement. Ironshore’s insured, U.S. Crane, contracted directly with Fulton Owner, however Fulton Owner unambiguously assigned “all of its right, title and interest in and to the [U.S. Crane contract]” to RNC pursuant to the Assignment (NYSCEF Doc. No. 101, ¶ 1). As the Court of Appeals has succinctly stated, “all means all” (*Matter of DeVera*, 32 NY3d 423, 435 [2018] [internal quotation marks and citation omitted]). Once Fulton Owner assigned its right, title, and interest in the U.S. Crane contract to RNC, it effectively had no contract with U.S. Crane (*see James McKinney & Son, Inc. v Lake Placid 1980 Olympic Games, Inc.*, 61 NY2d 836, 838 [1984] [“Consequently, plaintiff is no longer the real party in interest with respect to claims against LPOG by virtue of this assignment”]). *Samaroo v Patmos Fifth Real Estate, Inc.*

(32 Misc 3d 1209[A], 2011 NY Slip Op 51217[U] [Sup Ct, Kings County 2011], *affd* 102 AD3d 944 [2d Dept 2013]), cited by various parties, supports the assignment of the U.S. Crane contract. In *Samaroo*, an elevator contractor had agreed to indemnify the owner of the building, which indemnity obligation was then assigned to the new owner after the building was sold without the elevator contractor's knowledge. The court held that such assignment of the agreement to indemnify was valid, in the absence of any statutory, contractual, or public policy prohibition (*id.* at \*25). Further, the elevator contractor's indemnity obligation did not change, inasmuch as the prior owner and new owner stood in the same shoes as possible defendants in a Labor Law or negligence action (*id.*). Here, and unlike *Samaroo*, no such examination of the scope of the Crane defendants' indemnity obligation is necessary since U.S. Crane was a party to and consented to the Assignment, and NYC Crane's obligations to any parties other than U.S. Crane flow from U.S. Crane's contract. In the absence of a statutory, contractual, or public policy prohibition, contracts are freely assignable (*e.g. Matter of Stralem*, 303 AD2d 120, 122 [2d Dept 2003]), and Fulton Owner identifies no such prohibition. *Badiak v White Plain Kensington, LLC* (31 Misc 3d 765 [Sup Ct, Kings County 2011]), cited by Fulton Owner, is also unavailing, as there, the court held that an assignment cannot create additional rights to indemnification than were originally held by the assignor. Here, the assignor, Fulton Owner, freely assigned away its rights under the U.S. Crane contract and did not thereby create new rights in RNC beyond what was provided by the U.S. Crane contract.

Fulton Owner spends much of its opposition to the motions discussing the effect the Assignment had on the Crane defendants' obligations to defend and indemnify it. The court need not address these issues vis-a-vis Ironshore and HDI Global, because, at the time of the accident in *Andrade*, Fulton Owner had no contract with U.S. Crane as set forth above, thus

failing to fulfill a condition precedent to additional insured status (*National Abatement Corp. v National Union Fire Ins. Co. of Pittsburgh, PA*, 33 AD3d 570, 571 [1st Dept 2006] [“Here, there is additional insured coverage only if such coverage is required by a ‘written contract,’ but none existed at the time of the accident underlying this personal injury action”]). Accordingly, coverage is also unavailable under Ironshore’s policy, and the complaint against Ironshore must be dismissed.

Turning to the remaining two endorsements contained in HDI Global’s policy pursuant to which Fulton Owner might be entitled to coverage, there may be coverage available pursuant to the Automatic Status and Ongoing Operations endorsements. The Automatic Status endorsement provides that any “person or organization [NYC Crane was] required to add as an additional insured under the [subcontract]” would be an additional insured (HDI Global policy, NYSCEF Doc. No. 75 at 66). The subcontract provides that NYC Crane must name as an additional insured both U.S. Crane and “anyone else who [U.S. Crane] is required to name as an additional insured” (subcontract, NYSCEF Doc. No. 100, ¶ 4[e]). The U.S. Crane contract, in turn, requires U.S. Crane to name Fulton Owner as an additional insured (U.S. Crane contract, NYSCEF Doc. No. 99, § 6.3[h] [“For purposes of this Article, ‘Additional Insured’ shall mean . . . (ii) Owner . . .”]). Thus, even though the U.S. Crane contract was assigned, and Fulton Owner is no longer a party to same, the Crane defendants’ obligation to name Fulton Owner as an additional insured remains.

Similarly, the Ongoing Operations endorsement provides that “any person or organization that [NYC Crane] has agreed to name as an Additional Insured . . . only if such agreement was evidenced ‘in writing’ or by a written contract executed by [NYC Crane] before the ‘occurrence’ took place” (HDI Global policy, NYSCEF Doc. No. 75 at 66). As set forth

above, the written contracts potentially requiring coverage for Fulton Owner under this section were executed prior to the accident, notwithstanding Fulton Owner's later assignment of the U.S. Crane contract. Because coverage potentially exists, HDI Global's motion must be denied.

Accordingly, it is hereby

ORDERED that the motion of defendants U.S. Crane & Rigging LLC and subcontractor NYC Crane Hoist & Rigging LLC to dismiss the claims asserted against them in the amended verified complaint herein (Mot. Seq. No. 003) is granted and said complaint is dismissed in its entirety as against said defendants, with costs and disbursements to said defendants as taxed by the Clerk of the Court, and the Clerk is directed to enter judgment accordingly in favor of said defendants; and it is further

ORDERED that the motion of defendant HDI Global Specialty SE to dismiss the claims asserted against it in the amended verified complaint herein (Mot. Seq. No. 004) is denied; and it is further

ORDERED that the motion of defendant Ironshore Specialty Insurance Company to dismiss plaintiff's fourth, fifth, and sixth causes of action as against said defendant, seeking a declaratory judgment that said defendant is obliged to provide a defense to, and provide coverage for, plaintiff in the action of *Adrian Andrade v 120 Fulton Investors LLC, et al*, Index No. 156501/2018, New York County (Mot. Seq. No. 005), is granted and a declaratory judgment shall be rendered in said defendant's favor;<sup>1</sup> and it is further

ADJUDGED and DECLARED that defendant Ironshore Specialty Insurance Company is not obliged to provide a defense to, and provide coverage for, the plaintiff herein, in the action of

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<sup>1</sup> "Upon a motion to dismiss for failure to state a cause of action, a court may reach the merits of a properly pleaded cause of action for a declaratory judgment where no questions of fact are presented by the controversy" (*North Oyster Bay Baymen's Assn. v Town of Oyster Bay*, 130 AD3d 885, 890 [2d Dept 2015]).

*Adrian Andrade v 120 Fulton Investors LLC, et al*, Index No. 156501/2018, New York County;  
and it is further

ORDERED that the action is severed and continued against the remaining defendants; and  
it is further

ORDERED that, subsequent to a judgment to be entered by the Clerk of the Court  
consistent with the foregoing dispositions, the caption be amended to reflect the within dismissals  
and that all future papers filed with the court (except for a judgment to be entered by the Clerk of  
the Court consistent with the foregoing dispositions) bear the amended caption (*i.e.*, a caption that  
will not include the names of U.S. Crane & Rigging, LLC; NYC Crane Hoist & Rigging LLC; and  
Ironshore Specialty Insurance Company); and it is further

ORDERED that counsel for the moving parties shall collaborate to serve a copy of this  
order with notice of entry upon the Clerk of the Court and the Clerk of the General Clerk's Office,  
who are directed to mark the court's records to reflect the change in the caption herein (subsequent  
to a judgment to be entered by the Clerk of the Court consistent with the foregoing dispositions);  
and it is further

ORDERED that such service upon the Clerk of the Court 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)]; and it is further

ORDERED that defendant HDI Global Specialty SE is directed to serve an answer to the  
complaint within 20 days after the filing hereof; and it is further

ORDERED that counsel are directed to appear for a preliminary conference in Room 1166,  
111 Centre Street, New York, New York, on April 12, 2023, at 2:00 PM.

This constitutes the decision and order of the court.

ENTER:



<u>2/28/2023</u>						<u>LOUIS L. NOCK, J.S.C.</u>		
	<b>DATE</b>							
CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED		<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION			
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED	<input checked="" type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	OTHER
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER			<input type="checkbox"/>	SUBMIT ORDER		
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN			<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>	REFERENCE