SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

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

Justice

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HARVARD MAINTENANCE, INC.,

Plaintiff,

- v -

14 SO. WILLIAMSPORT HOLDINGS LLC,PARK AVENUE PROPERTY ASSOCIATES LLC,CIRCLE REALTY GROUP LLC

Defendant.

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INDEX NO. 655840/2020

MOTION DATE 08/31/2022

MOTION SEQ. NO. 002

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 002) 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 42, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 60

were read on this motion to/for SUMMARY JUDGMENT(AFTER JOINDER.

Upon the foregoing documents, and after oral argument, which took place on March 14, 2023, where Seth Moskowitz, Esq. appeared on behalf of Plaintiff Harvard Maintenance, Inc. ("Plaintiff") and Anthony G. Mango, Esq. appeared on behalf of Defendants 14 So. Williamsport Holdings, LLC ("Williamsport"), Park Avenue Property Associates LLC ("Park Avenue"), and Circle Realty Group LLC ("Circle"), Plaintiff's motion for summary judgment is granted.

I. Background

This contractual dispute arises from a difference in opinion on the meaning of the word "cleanable." Plaintiff initiated this action by filing the Summons and Complaint on October 30, 2020 (NYSCEF Doc. 1). Plaintiff provides services related to building management, including cleaning services to numerous commercial buildings (NYSCEF Doc. 1 at ¶ 16). Two commercial buildings cleaned by Plaintiff are 14 Penn Plaza and 445 Park Avenue (collectively the "Subject Buildings") (*id.* at ¶ 17). 14 Penn Plaza is owned by Defendant Williamsport (*id.* at ¶ 18). 445 Park

Avenue is owned by Defendant Park Avenue (*id.*). Both Subject Buildings have their day-to-day management ran by Defendant Circle (*id.*).

Plaintiff entered two contracts related to the Subject Buildings. The 14 Penn Plaza contract is dated February 2, 2015 and was signed by Defendant Williamsport (*id.* at ¶ 19). That contract calls for a vacancy credit of $.1316 per month to be applied to cleanable square footage (*id.* at ¶ 21). The agreement for 445 Park Avenue was also dated February 2, 2015 and mirrors the vacancy credit language for the 14 Penn Plaza contract (*id.* at ¶ 23). It was signed by Defendant Park Avenue. There is also language in both agreements which allow for attorneys' fees to be recouped by Plaintiff in connection with collecting any amount owed (*id.* at ¶ 26).

Plaintiff alleges that for four and a half years, there were no issues regarding performance under the contract (*id.* at ¶ 30). However, Plaintiff alleges that in October 2019, after Jay Futersak became the President of Circle Realty, he told Plaintiff that he did not believe the agreements were a "fair deal" for Defendants (*id.* at ¶ 31). Ultimately, the agreements were terminated on or around March 31, 2020 (*id.* at ¶ 32). Allegedly, by the end of March 2020, Defendant Williamsport owed $552,589.67 in unpaid fees while Park Avenue owed $425,709.61 (*id.* at ¶ 34). Apparently, some payments were made, as Plaintiff alleged that as of October 30, 2020, the balance on the Penn Plaza account was $59,137.66, while the 445 Park Avenue balance was $170,504.39 (*id.* at ¶ 43).

Plaintiff alleges that in most instances, the amount of "cleanable square footage" was provided by Circle (*id.* at ¶ 40). During the course of the dispute, Plaintiffs allege that Defendants sought to calculate the vacancy credits based on a more expansive concept of rentable square footage (*id.* at ¶ 41). Based on the allegedly outstanding arrears, Plaintiffs assert (1) breach of contract; (2) quantum meruit; (3) account stated; (4) unjust enrichment, and (5) breach of the implied covenant of good faith and fair dealing.

On November 11, 2020, Defendants filed their Answer with counterclaims (NYSCEF Doc. 5). Defendants assert that the allegedly remaining balance is attributed to unapplied vacancy credits (*id.* at ¶¶ 79-80). Defendants argue that they audited their books and records from the inception of the 2015 agreements and have concluded that Plaintiff failed to properly apply vacancy credits (*id.* at ¶¶ 81-82). Combining the unapplied credits on both accounts, Defendants assert they are owed $373,177.86 (*id.* at ¶ 83). Defendants argue that applying the remaining balance to the total amount owed equates to a net amount of $140,834.22 in vacancy credits (*id.* at ¶ 84). Defendants counterclaim for breach of contract and unjust enrichment (*id.* at ¶¶ 86-96). Discovery proceeded, and the note of issue was filed on July 21, 2022 (NYSCEF Doc. 16). On August 23, 2022, Plaintiff filed the instant motion for summary judgment (NYSCEF Doc. 17).

Plaintiff argues that Defendants are liable to Plaintiff for breach of contract based on the clear and unambiguous contractual language (NYSCEF Doc. 18). Plaintiff argues that cleanable square footage is "calculated by first taking the gross square footage of a space, then subtracting what is often referred to as the loss factor, which includes the walls and other areas that cannot be cleaned, such as radiators, electrical closets, storage rooms, etc." Plaintiff states it relied on Circle to provide it with the "cleanable" square footage numbers used in its calculations. Plaintiff argues the uncontroverted evidence through industry usage and custom, years of contract performance and deposition testimony reflects that the vacancy credits are not calculated based on "rentable" square footage. Plaintiff also asserts that Circle's new services agreement expressly states that vacancy credits are calculated using rentable square footage, which shows that cleanable and rentable are not the same concept. Plaintiff argues that since the only source which claims that rentable and cleanable have the same meaning is the self-serving testimony of Circle's principal. Plaintiff argues that summary judgment is appropriate.

In opposition, Defendants argue a material issue of fact exists regarding the meaning of the "undefined term 'cleanable'" (NYSCEF Doc. 48). Defendant also argues that its prior employee's interpretation of cleanable is irrelevant. Defendants assert that "cleanable square footage" is analogous to the term "rentable square footage." Defendants also claim that "cleanable square footage" is not a term of art in the real estate industry. Plaintiff provided numerous articles published by industry trade associations, all of which utilize and describe the term "cleanable square footage" (*see* NYSCEF Docs. 34-36).

There were four depositions annexed to the moving papers. One deposition was of Christopher Clarke ("Clarke") who was a former employee of Circle (*see* NYSCEF Doc. 23). Clarke worked at Circle from 2014-2019 (*id.* at 13:14-16). When Clarke started at Circle, he worked as director of operations, under Tony Russo, who was the vice president of operations (*id.* at 14:12-19). Tony Russo retired in 2016, and Clarke assumed his responsibilities, which involved overseeing the operations of 445 Park and 14 Penn (*id.* at 16:3-20). Clarke testified that the contract at issue in this litigation based its vacancy credits on cleanable space (*id.* at 28:7-9). He was taught how to calculate the credit by his predecessor, Tony Russo (*id.* at 28:14-15). Clarke testified that based on what he learned from Tony Russo, "cleanable square footage" meant only the square footage that contractors have to clean, which is typically smaller than the rental square footage number (*id.* at 56:5-25). Clarke testified that Tony Russo had "35 years in the business" (*id.* at 57:5-6). Clarke was questioned about other industry operators' definitions of "cleanable square feet" and agreed that cleanable square feet means "all areas of all floors which require custodial services minus areas that are not cleaned" (*id.* at 59-61). Clarke testified that around March of 2019, his responsibility of calculating the cleanable square footage for the purpose of submitting a vacancy credit was taken away and assumed by Jay Futersak and Peter Hempel (*id.* at 58:3-15).

Clarke testified that Jay Futersak did not agree with the calculation of the vacant square footage numbers, and that he wanted to use rentable square footage (*id.* at 83:3-7).

Christina McGillen ("McGillen") was also deposed (NYSCEF Doc. 25). McGillen has worked for Harvard since 2017 (*id.* at 10:15-17). Prior to Harvard, from 2005-2017, she was a vice president of client relations at Guardian Service Industries, which works in the same line of business as Harvard (*id.* at 10:6-14). McGillen is a vice president at Harvard and oversees a team overseeing the day-to-day operation of accounts (*id.* at 11:1-9). McGillen worked on the 445 Park and 14 Penn accounts beginning in December 2018 or early January 2019 (*id.* at 15:8-17). While working on these accounts, she interacted with Chris Clarke (*id.* at 16:18-21). Sometime in late 2019, she began interacting with Jay Futersak and Peter Hempel (*id.* at 16:10-24). She testified this was when "Chris Clark was let go" (*id.* at 16:21-22). McGillen also testified that both at Harvard and during her time at Guardian, cleaning contracts differentiated between cleanable square footage and rentable square footage (*id.* at 30:6-15). McGillen testified whether a vacancy credit is based on cleanable square footage or rentable square footage is negotiated at the time of contract (*id.* at 32:19-25). McGillen corroborated Clarke's testimony that rentable is a larger number when compared to cleanable.

The deposition of Pat Mullin ("Mullin") was also provided (NYSCEF Doc. 26). Mullin has worked at Harvard for 26 years, and is currently the Chief Operating Officer (*id.* at 9:14-18). Prior to his promotion to COO, he was executive vice president, and was responsible for overseeing operations on the east coast (*id.* at 10:9-13). As an executive vice president, he was involved in contract negotiations (*id.* at 15:2-11). Mullin knew Jay Futersak and Chris Clark at Circle (*id.* at 16:10-18). Mullin corroborated McGillen and Clarke in testifying that rentable and cleanable square footage are different (*id.* at 33:2-11).

The final deposition provided was that of Jay Futersak ("Futersak") (NYSCEF Doc. 24). Futersak began working at Circle in 1999 (*id.* at 20:3-7). He began as a leasing broker, and is still the only licensed leasing broker at Circle (*id.* at 20-21). He became president of Circle in 2018 (*id.* at 22:2-3). From 1999-2018, he did not have any responsibilities with respect to dealing with vendors or contractors (*id.* at 22:11-15). Futersak testified that Tony Russo managed vendors and contractors prior to 2016, and after Tony Russo, Christopher Clarke assumed responsibility (*id.* at 22:16-20). Futersak testified that after Clarke left, his responsibilities were taken over by himself and Peter Hempel (*id.* at 28:7-15). Futersak conceded he was not involved in the agreements negotiated between Harvard and Circle (*id.* at 31:23-25 and 32:2). Futersak further conceded that he is not familiar with the term "cleanable square footage" (*id.* at 74:19-25). However, he later testified that "cleanable was always rentable" (*id.* at 76:11-17). When asked what his basis for that belief was, he testified "that's my belief. That's the market belief.... that's...my diligence belief...that's how it's done and billed. All on rentable. All on rentable." (*id.* at 76:18-23). Futersak also conceded that although Circle asserted a counterclaim for hundreds of thousands of dollars, it has actually incurred $0 worth of damages (*id.* at 179:18-24).

II. Discussion

A. Standard

Summary judgment is a drastic remedy, to be granted only where the moving party has tendered sufficient evidence to demonstrate the absence of any material issues of fact. (*Vega v Restani Const. Corp.*, 18 NY3d 499, 503 [2012]). The moving party's "burden is a heavy one and on a motion for summary judgment, facts must be viewed in the light most favorable to the non-moving party." (*Jacobsen v New York City Health and Hosps. Corp.*, 22 NY3d 824, 833 [2014]). Once this showing is 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. (*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]). To show entitlement to summary judgment on a breach of contract claim, Plaintiff must prove the existence of a contract, Plaintiff's performance, Defendant's breach, and damages (see *Markov v Katt*, 176 AD3d 401, 402 [1st Dept 2019]).

A contract should be enforced according to its terms (*Vermont Teddy Bear co. v 538 Madison Realty Co.,* 1 NY3d 470, 475 [2004], quoting *W.W.W. Assoc., Inc. v Giancontieri*, 77 NY2d 157, 162 [1990]). "Interpretation of unambiguous contracts is a question of law and a proper function of the court on a motion for summary judgment" (*301 E. 60th Street LLC v Competitive Solutions LLC*, 2023 NY Slip Op. 02842 at *3 [1st Dept 2023] citing *Middlebury Off. Park Ltd. v General Datacomm Indus., Inc.,* 248 AD2d 313, 315 [1st Dept 1998]). A contract is "ambiguous" if the wording in controversy is reasonably susceptible of differing interpretations or has two or more different meanings (*New York City Off-Track Betting Corp. v Safe Factory Outlet, Inc.*, 28 AD3d 175 [1st Dept 2006]). Whether ambiguity exists requires examining the entire contract and considering the relation of the parties and the circumstances under which it was executed (*Banco Espirito Santo, S.A. v Concessionaria Do Rodoanel Oeste S.A.*, 100 AD3d 100 [1st Dept 2012]). A court should not strain to find ambiguity where it does not exist (*Diaz v Lexington Exclusive Corp.*, 59 AD3d 341, 342 [1st Dept 2009]). The lack of a definition for a word in a contract, in and of itself, does not render the word ambiguous (*Lend Lease (U.S.) Cons. LMB Inc. v Zurich American Ins. Co.*, 136 AD3d 52 [1st Dept 2015]). "Only where a contract term is ambiguous may parol evidence be considered to clarify the disputed portions of the parties' agreement" (*Impala*

Partners v Borom, 133 AD3d 498, 499 [1st Dept 2015] citing *Blue Jeans U.S.A. v Basciano*, 286 AD2d 274, 276 [1st Dept 2001]).

If one party's meaning attributed to an allegedly ambiguous term is unreasonable, then there is no ambiguity. The Court of Appeals has long held that in determining whether an interpretation of an allegedly ambiguous term is reasonable, a court may place itself in the place of the parties to understand the objectives and motives in utilizing certain word choice (*Empire Properties Corporation v Manufacturers Trust Co.*, 288 NY 242, 248 [1942]). In so doing, the court may consider evidence of the custom and usage of certain terms which are commonly used in certain trades or businesses and have a definite meaning understood by those who use them (*Law Debenture Trust Co. of New York v Maverick Tube Corp.* 595 F.3d 458 [2d Cir. 2010] citing *Fox Film Corporation v Springer*, 273 NY 434 [1937]). Just because one party to an agreement attaches a subjective meaning to a term that differs from the plain meaning will not render that term ambiguous (*JFURTI, LLC v First Capital Real Estate Advisors, L.P.*, 165 AD3d 419, 421 [1st Dept 2018]).

B. Is "Cleanable Square Footage" Ambiguous?

As a threshold matter in the Court's legal analysis, the Court does not find the term "Cleanable Square Footage" to be ambiguous. Based on the record presented to the Court, the only individual who actually disputed the meaning of the term "Cleanable Square Footage" was Jay Futersak. He stated it was his belief that "cleanable square footage" equated to "rentable square footage" (NYSCEF Doc. 24 76:11-17). However, he conceded he is not even familiar with the term "Cleanable Square Footage" (*see id.* at 74:19-25). His interpretation of "Cleanable Square Footage" also contradicts the meaning subscribed to it by all other professionals' who were deposed, as well as numerous industry publications using the term. The Court, putting itself in the

position of the parties who drafted the agreement, and taking into consideration the usage of the term "cleanable square footage" in the commercial cleaning industry, finds that "cleanable square footage" as used in the contracts at issue is not ambiguous. The interpretation ascribed to that term by Circle and its president, Jay Futersak, is simply subjective and not enough to render it ambiguous (*JFURTI, LLC v First Capital Real Estate Advisors, L.P.*, 165 AD3d 419, 421 [1st Dept 2018]; *see also Lend Lease (U.S.) cons. LMB Inc. v Zurich American Ins. Co.*, 136 AD3d 52 [1st Dept 2015]). The Court refuses to accept Circle's contentions, which would force it to strain to find ambiguity where none exists (*Diaz v Lexington Exclusive Corp.*, 59 AD3d 341, 342 [1st Dept 2009]). Further, although Circle attempts to create an ambiguity by submitting parol evidence in the form of e-mails, this Court may not analyze parol evidence where the terms of a contract are not ambiguous (*see Kass v Kass*, 91 NY2d 554 [1998]).

C. Summary Judgement is Appropriate

Plaintiff's motion for summary judgment is granted. To reiterate, to show entitlement to summary judgment on a breach of contract claim, Plaintiff must prove the existence of a contract, Plaintiff's performance, Defendants' breach, and damages (see *Markov v Katt*, 176 AD3d 401, 402 [1st Dept 2019]). The existence of the contracts is not in dispute. Likewise, there is no dispute that Plaintiff performed cleaning services for Defendants as envisioned by the contracts.

Although Defendants attempt to dispute whether they breached by arguing that the vacancy credits were not being properly calculated, the Court has already found that Defendant Circle's interpretation of "cleanable square footage" to mean "rentable square footage" is flatly contradicted by the plain meaning of the contract[1]. Indeed, for years, there was no dispute over cleanable square footage and performance under the contract by both parties was carried out

[1] This is further belied by the fact that in Circle's new contracts, they explicitly state that their vacancy credits are to be calculated via "rentable square footage" not "cleanable square footage." (*see* NYSCEF Doc. 32).

flawlessly. Issues only arose after Jay Futersak became president and took responsibility for invoicing due to his incorrect and subjective interpretation of "cleanable square footage" which flatly contradicts the plain meaning of "cleanable square footage" according to industry usage and custom. Contracts must be enforced according to their plain meaning (*Vermont Teddy Bear co. v 538 Madison Realty Co.,* 1 NY3d 470, 475 [2004]). Simply because Circle decided to ascribe its own meaning to a contract after years of performance, and thereafter refused to pay its invoices in full, does not excuse its breach. Thus, Plaintiff has met its prima facie burden of showing that Defendants breached the contract. Finally, it is undisputed that Plaintiff has been damaged by not receiving full payment for its services. Accordingly, Plaintiff has met its prima facie burden on summary judgment.

The only issue raised by Defendants in response is that summary judgment is inappropriate because there is a dispute over what "cleanable square footage" means. However, as previously stated, a subjective interpretation which contradicts the plain and unambiguous terms of the contract is insufficient to defeat summary judgment (*Universal American Corp. v National Union Ins. Co. of Pittsburgh, Pa.*, 25 NY3d 675, 680 [2015]; *JFURTI, LLC v First Capital Real Estate Advisors, L.P.*, 165 AD3d 419, 421 [1st Dept 2018]; *see also Lend Lease (U.S.) cons. LMB Inc. v Zurich American Ins. Co.*, 136 AD3d 52 [1st Dept 2015]). The other exhibits attached in opposition are all parol evidence which this Court may not consider when interpreting the plain and unambiguous terms of the contract.

Likewise, the counterclaims do not prevent summary judgment, and, in fact, fail as a matter of law. The counterclaims allege breach of contract and unjust enrichment, and that Defendants were damaged in the amount of $140,834.22. First, the Court rejects Defendants' calculations in reaching that number as it is based on a misinterpretation of the plain and unambiguous terms of

the contract. Moreover, Defendants' have suffered no damages because the costs of cleaning were passed on to Defendants' tenants. Jay Futersak admitted at his deposition that Defendants have suffered no damages as a result of any alleged miscalculation (NYSCEF Doc. 24 at 179:18-24). Thus, summary judgment for Plaintiff is appropriate, and its motion is granted. Pursuant to Section 4 of the contracts, Plaintiff is also entitled to attorneys' fees (*see* NYSCEF Docs. 2 and 3).

Accordingly, it is hereby,

ORDERED that Plaintiff's motion for summary judgment on its first cause of action alleging breach of contract is granted; and it is further

ORDERED that Defendants' counterclaims for breach of contract and unjust enrichment are dismissed; and it is further

ORDERED that Plaintiff Harvard Maintenance Inc. is awarded $59,137.66 on its first cause of action for breach of contract, plus interest at the rate of 1% per month[2] from October 30, 2020, and fees, costs, and disbursements, as calculated by the Clerk of the Court, against Defendant 14 South Williamsport Holdings LLC[3]; and it is further

ORDERED that Plaintiff Harvard Maintenance Inc. is awarded $170,504.39 on its first cause of action for breach of contract, plus interest at the rate of 1% per month from October 30, 2020, and fees, costs, and disbursements, as calculated by the Clerk of the Court, against Defendant Park Avenue Property Associates LLC; and it is further

ORDERED that the branch of Plaintiff Harvard Maintenance Inc.'s motion which seeks attorneys' fees is granted pursuant to Section 4 of its contracts with Defendants Park Avenue

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[2] The contracts at issue call for 1% monthly interest for any late payment of services (*see* NYSCEF Docs. 2 and 3).
[3] Plaintiff does not specify in its notice of motion under which causes of action it seeks summary judgment. However, Plaintiff's memorandum of law specifically only argues for summary judgment on the breach of contract claim. The breach of contract claim in the Complaint is only alleged against Defendants 14 South Williamsport Holdings LLC and Park Avenue Property Associates LLC (the "Contracting Defendants"), since Defendant Circle was not a party to the contracts, but was merely the agent of the Contracting Defendants in performing under the contracts. Therefore, the judgment for breach of contract, as alleged in the Complaint, may only lie against the Contracting Defendants.

Property Associates LLC and 14 South Williamsport Holdings LLC, and the attorneys' fees to be awarded to Plaintiff Harvard Maintenance Inc. is referred to a special referee to hear and report;

ORDERED that the powers of the JHO/Special Referee shall not be limited beyond the limitations set forth in the CPLR

ORDERED that this matter is hereby referred to the Special Referee Clerk for placement as soon as possible upon the calendar of the Special Referees Part (Part SRP), which, in accordance with the Rules of that Part (which are posted on the website of this court), shall assign this matter at the initial appearance to an available JHO/Special Referee to hear and report as specified above; and it is further

ORDERED that counsel shall immediately consult one another and counsel for plaintiff/petitioner shall, within 15 days from the date of this Order, submit to the Special Referee by e-mail an Information Sheet (accessible at the "References" link on the court's website) containing all the information called for therein and that, as soon as practical thereafter, the Special Referee Clerk shall advise counsel for the parties of the date fixed for the appearance of the matter upon the calendar of the Special Referees Part; and it is further

ORDERED that the plaintiff(s)/petitioner(s) shall serve a pre-hearing memorandum regarding their attorneys' fees within 24 days from the date of this order and the defendant(s)/respondent(s) shall serve objections to the a pre-hearing memorandum within 20 days from service of plaintiff(s)/petitioner's(s') papers and the foregoing papers shall be filed with the Special Referee Clerk prior to the original appearance date in Part SRP fixed by the Clerk as set forth above; and it is further

ORDERED that the parties shall appear for the reference hearing, including with all witnesses and evidence they seek to present, and shall be ready to proceed with the hearing, on the

date fixed by the Special Referee Clerk for the initial appearance in the Special Referees Part, subject only to any adjournment that may be authorized by the Special Referees Part in accordance with the Rules of that Part; and it is further

ORDERED that, except as otherwise directed by the assigned JHO/Special Referee for good cause shown, the trial of the issue(s) specified above shall proceed from day to day until completion and counsel must arrange their schedules and those of their witnesses accordingly; and it is further

ORDERED that counsel shall file memoranda or other documents directed to the assigned JHO/Special Referee in accordance with the Uniform Rules of the Judicial Hearing Officers and the Special Referees (available at the "References" link on the court's website) by filing same with the New York State Courts Electronic Filing System (see Rule 2 of the Uniform Rules); and it is further

ORDERED that any motion to confirm or disaffirm the Report of the JHO/Special Referee shall be made within the time and in the manner specified in CPLR 4403 and Section 202.44 of the Uniform Rules for the Trial Courts; and it is further

ORDERED that, unless otherwise directed by this court in any Order that may be issued together with this Order of Reference to Hear and Report, the issues presented in any motion identified in the first paragraph hereof shall be held in abeyance pending submission of the Report of the JHO/Special Referee and the determination of this court thereon; and it is further

ORDERED that within ten days of entry, counsel for Plaintiff shall serve a copy of this Decision and Order, with notice of entry, on Defendants; and it is further

ORDERED that the Clerk of the Court is directed to enter judgment accordingly.

This constitutes the Decision and Order of the Court.

6/9/2023
DATE

Mary V Rosado JSC
HON. MARY V. ROSADO, J.S.C.

CHECK ONE:	x	CASE DISPOSED			NON-FINAL DISPOSITION		
	x	GRANTED		DENIED	GRANTED IN PART		OTHER
APPLICATION:		SETTLE ORDER			SUBMIT ORDER		
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN			FIDUCIARY APPOINTMENT	x	REFERENCE