Mariduena v Rockefeller Ctr. N. Inc.
2023 NY Slip Op 32192(U)
June 30, 2023
Supreme Court, New York County
Docket Number: Index No. 154085/2019
Judge: Verna L. Saunders
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. VERNA L. SAUNDERS, JSC** **PART 36**
Justice

---X

CARLOS MARIDUENA,
Plaintiff,

- v -

ROCKEFELLER CENTER NORTH INC., LATHAM & WATKINS LLP and TURNER CONSTRUCTION COMPANY,
Defendant.

---X

INDEX NO. 154085/2019

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

ROCKEFELLER CENTER NORTH INC. and TURNER CONSTRUCTION COMPANY,
Third-Party Plaintiffs,

-against-

BREEZE NATIONAL INC., GREG BEECHE LOGISTICS, LLC and PINNACLE ENVIRONMENTAL CORP.,
Third-Party Defendant.

---X

Third-Party
Index No. 595769/2019

The following e-filed documents, listed by NYSCEF document number (Motion 001) 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80

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

This is an action to recover damages for personal injuries allegedly sustained by a union construction worker on November 2, 2018, when, while performing asbestos demolition work at 1271 6th Avenue, New York, New York ("premises"), he was allegedly struck by a piece of debris that fell on to him.

Plaintiff Carlos Mariduena now moves, pursuant to CPLR 3212, for partial summary judgment in his favor as to liability on the complaint as against defendants Rockefeller Center North, Inc ("Rockefeller"), Latham & Watkins, LLP ("L&W") and Turner Construction Company ("Turner") (collectively, defendants). Plaintiff also moves, pursuant to CPLR 3216, to strike defendants answer for the failure to produce a witness for deposition and to preclude defendants from presenting any evidence on liability at trial.[1]

On the day of the accident, the premises was owned by Rockefeller. Rockefeller hired Turner to provide general contracting services for a project at the premises that entailed, among

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[1] By stipulation of discontinuance dated May 17, 2019, this action was discontinued as against L&W (NYSCEF Doc. No. 51). Therefore, to the extent plaintiff's motion seeks relief as against L&W, such relief is denied as moot.

other things, exterior asbestos abatement/removal ("the project"). Turner hired former third-party defendant, now non-party Breeze National, Inc. ("Breeze"), to perform demolition work at the Project. Breeze then hired former third-party defendant, now non-party Pinnacle Environmental Corp ("Pinnacle"), to perform asbestos abatement work on the Project. Plaintiff was a Pinnacle employee.

Plaintiff testified that on the day of the accident he was employed by Pinnacle as an asbestos handler. He had two supervisors, both of whom were Pinnacle employees, and six other coworkers.

Plaintiff testified that in the morning on the day of the accident, his foreman directed him to remove debris from the 35th floor of the premises. Specifically, he was assigned to "pick[] up metal" there (plaintiff's tr at 26), in a plastic sealed "containment area" (*id.* at 32). The metal he was tasked with removing consisted of "heavy iron pieces" that plaintiff described as "ductwork" (*id.* at 36 and 40).

More specifically, plaintiff testified that inside the containment area, there was a staging "platform" (*id.* at 38) (later identified as a hanging scaffold). The scaffold was hung on the exterior of the premises (*id.* at 41). Some workers would work from the scaffold, cutting the ductwork from the premises' façade (*id.* at 40).

The scaffold was situated, approximately, at plaintiff's shoulder height (*id.* at 38). Workers would tie a rope around the ductwork before cutting it from the façade (*id.* at 45). They would then "roll [the ductwork] down" on to the scaffold (*id.* at 46). Plaintiff would then retrieve the ductwork from the scaffold, through a window, and bring it into the premises. He would then take the ductwork to a "cutter" who would break it down further, for later disposal (*id.* at 47)

Around noon on the day of the accident, while standing near the scaffold, a 40-50-pound piece of ductwork "fell off" the scaffold and struck plaintiff in the leg. Specifically, the ductwork "hit the window, it bounced off the window first and then fell," striking plaintiff in the right hip and leg (*id.* at 48). Plaintiff testified that did not see the duct fall before it struck him (*id.* at 49). He also did not see the ductwork after the accident, as he was taken from the accident location for medical attention (*id.* at 62). Plaintiff was unaware of anyone who saw the duct strike him (*id.* at 65).

Jose Janos testified that on the day of the accident, he was Turner's project superintendent for the Project. His duties included safety oversight, scheduling, and quality control. Turner was the general contractor for the Project, which entailed the renovation of the premises' lobby and the replacement of "exterior windows" and "perimeter mechanical system" (Janos tr at 19). The exterior work also entailed demolition and asbestos abatement. Turner was responsible for general site safety and ensuring that subcontractors complied with that safety program. It hired a site safety manager, Frank Sceri, who was onsite daily. Turner did not direct or supervise any subcontractor's work (*id.* at 41).

Pinnacle's work required the use of exterior hanging scaffolds (*id.* at 29). Janos also testified that Pinnacle should have secured any objects, such as ductwork, that they cut from the building so that those objects would not fall.

Janos reviewed an accident report and confirmed that it noted that "the piece of duct work that fell is, approximately, 6 to 7 feet in length" (*id.* at 33). Janos testified that had he seen workers cutting ductwork of that length without securing it, he would have stopped the work until the workers corrected their process (*id.* at 36-37). He also testified that, because the work was asbestos-related, he would not have been able to enter the containment area to inspect the work (*id.* at 41).

Przemyslaw Stawinski testified that on the day of the accident, he was employed by Pinnacle as an asbestos handler at the Project. His supervisor was George Pepia, another Pinnacle employee (Stawinski tr at 12). His work included removing "moulins" from the exterior of the Premises (*id.* at 18). To do so, he would stand on a suspended scaffold on the exterior of the building. Once the moulins were removed they would either be lowered by scaffold to the ground outside, or "passed inside of the building" (*id.* at 19) through a window opening (*id.* at 45).

Pinnacle had several crews on site. Each crew consisted of four exterior workers and three or four interior workers. The exterior workers' scaffold was approximately five feet higher than the interior floor (*id.* at 45).

Stawinski testified that he witnessed plaintiff's accident. He testified that, immediately before the accident, he saw plaintiff "sweeping the floor" and "[p]icking up some garbage"" (*id.* at 29). He then saw "a piece of metal fall from the side, bounced off the wood platform and hit [plaintiff] in his calf" (*id.* at 28). He confirmed that it was a "rectangular piece of ductwork" (*id.* at 36) that "[came] from the suspended scaffold" (*id.* at 34). He did not know why it fell. After he saw the accident, he notified all his coworkers and indicated that they needed to stop work. Stawinski testified that when cutting a duct off a building that it needed to be secured to prevent it from falling (*id.* at 64). He also testified that there was no special procedure to store removed ductwork on the scaffold. Rather, after they cut the duct from the premises' façade, they would lay it down on the scaffold until they were ready to pass it inside the building.

George Pepia testified that at the time of the accident, he was Pinnacle's supervisor. His duties included overseeing Pinnacle's work at the Project. Pinnacle was responsible for exterior demolition, including removal of ductwork and asbestos abatement. The asbestos abatement was performed in a containment area. Only Pinnacle workers were allowed in that area (Pepia tr at 56).

Pepia was present at the premises on the day of the accident, but he did not witness the accident. After the accident he spoke with plaintiff's coworkers. From this discussion he learned that "a piece of duct had come in from outside the building" and hit plaintiff (*id.* at 31). Pepia took a picture of the duct and estimated its length as six-to-seven feet. He also noted that the exterior scaffold was approximately four or five feet above the floor when he walked into the accident location (*id.* at 49). He then prepared an accident report (*id.* at 37-38).

According to Pepia, when removing a duct from a building's exterior, that duct needs to be secured to prevent it from falling, both on people below, and on workers working inside the building (*id.* at 33-34). He testified that the standing directions are that "any type of ductwork is tied off . . . and secured before it's cut" (*id.* at 51). Specifically, "it's tied, one person cuts it, one person holds it. So even if you cut it free and it swings . . . there's another one to support it" (*id.* at 51). Once the duct was removed, it would be placed on the scaffold. Then a worker would come to the window and "pull it off the scaffold and put it on the floor" (*id.* at 42).

Turner prepared an accident report ("Turner Report") on November 2, 2018, the date of the accident. It was signed by Frank Sceri, the site safety supervisor. It states, as relevant, the following:

> "[Plaintiff] states he was on the 35th floor assisting with the demolition of duct work which was located within the controlled asbestos abatement area. [Plaintiff] states he was standing on the interior floor slab adjacent to an exterior suspended scaffold . . . [Plaintiff] states that as a piece of duct was being cut free it fell onto the scaffold catchall platform and bounced back into the building where he was standing and struck him . . ." (notice of motion, exhibit J; NYSCEF Doc. No. 58).

Pinnacle prepared an accident report (Pinnacle Report) on November 2, 2018, the date of the accident. It was signed by George Pepia. It states, as relevant that "Jacek Roginski [plaintiff's coworker] placed a 6' piece of duct on the edge of the swing scaffold and it rolled off into the building and hit [plaintiff] on the calf" (notice of motion, exhibit N; NYSCEF Doc. No. 62).

"[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. Failure to make such prima facie showing requires denial of the motion, regardless of the sufficiency of the opposing papers" (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986] [internal citations omitted]). Once prima facie entitlement has been established, in order to defeat the motion, the opposing party must "'assemble, lay bare, and reveal his [or her] proofs in order to show his [or her] defenses are real and capable of being established on trial . . . and it is insufficient to merely set forth averments of factual or legal conclusions'" (*Genger v Genger*, 123 AD3d 445, 447 [1st Dept 2014], quoting *Schiraldi v U.S. Min. Prods.*, 194 AD2d 482, 483 [1st Dept 1993]). If there is any doubt as to the existence of a triable fact, the motion for summary judgment must be denied (*Rotuba Extruders v Ceppos*, 46 NY2d 223, 231 [1978]).

Plaintiff moves, pursuant to CPLR 3126, to strike defendants answer on the ground that they failed to produce Frank Sceri, Turner's site safety specialist, for a deposition, and to preclude defendants from presenting any evidence with respect to liability due to this failure.

CPLR 3126 governs penalties for the "refusal to comply with an order or to disclose." It provides, as relevant, the following:

> "If any party . . . refuses to obey an order for disclosure or willfully fails to disclose information which the court finds out to have been disclosed . . . the court may make such orders with regard to the failure or refusal as are just" (CPLR 3126).

It then sets forth three examples, including a prohibition from producing evidence related to the outstanding order for disclosure (CPLR 3126 [2]) and striking the pleadings (CPLR 3126 [3]).

As an initial mater, plaintiff does not provide the court with a signed court order directing the deposition of Mr. Sceri. Further, plaintiff does not contest that Mr. Sceri did not witness the accident and that, had his deposition been conducted, his testimony would have been related primarily to discussing issues regarding the three photographs identified in the Turner Report. At that time, the photographs were missing and had not been disclosed. However, it is uncontested that these photographs were subsequently located and provided to plaintiff's counsel. Accordingly, plaintiff does not sufficiently articulate any harm or prejudice, nor any willful failures on the part of defendants, to warrant such harsh sanctions as striking defendants answer and/or, essentially, precluding them from arguing anything in opposition to the instant motion. Accordingly, the plaintiff is not entitled to such relief. Thus, the court declines to strike the answer or prevent defendants from interposing any evidence on this motion or at trial.

Plaintiff moves for summary judgment in his favor on his Labor Law § 240(1) claim. Labor Law § 240(1), also known as the Scaffold Law, provides, as relevant:

> "All contractors and owners and their agents . . . in the erection, demolition, repairing, altering, painting, cleaning or pointing of a building or structure shall furnish or erect, or cause to be furnished or erected for the performance of such labor, scaffolding, hoists, stays, ladders, slings, hangers, blocks, pulleys, braces, irons, ropes, and other devices which shall be so constructed, placed and operated as to give proper protection to a person so employed."

Labor Law § 240(1) "imposes a nondelegable duty on owners and contractors to provide devices which shall be so constructed, placed and operated as to give proper protection to those individuals performing the work" (*Quiroz v Memorial Hosp. for Cancer and Allied Diseases*, 202 AD3d 601, 604 [1st Dept 2022] [internal quotation marks and citations omitted]). It "was designed to prevent those types of accidents in which the scaffold . . . or other protective device proved inadequate to shield the injured worker from harm directly flowing from the application of the force of gravity to an object or person'" (*John v Baharestani*, 281 AD2d 114, 118 [1st Dept 2001], quoting *Ross v Curtis-Palmer Hydro-Elec. Co.*, 81 NY2d 494, 501 [1993]). The absolute liability found within section 240 "is contingent upon the existence of a hazard contemplated in section 240(1) and the failure to use, or the inadequacy of, a safety device of the kind enumerated therein" (*O'Brien v Port Auth. of N.Y. & N.J.*, 29 NY3d 27, 33 [2017] [internal quotation marks and citation omitted]). In addition, Labor Law § 240(1) "must be liberally construed to accomplish the purpose for which it was framed" (*Valensisi v Greens at Half Hollow, LLC,* 33 AD3d 693, 695 [2d Dept 2006] [internal citations omitted]).

That said, not every worker who is injured at a construction site is afforded the protections of Labor Law § 240(1), and "a distinction must be made between those accidents caused by the failure to provide a safety device . . . and those caused by general hazards specific to a workplace" (*Makarius v Port Auth. of N.Y. & N. J.*, 76 AD3d 805, 807 [1st Dept 2010]; *Buckley v Columbia Grammar and Preparatory*, 44 AD3d 263, 267 [1st Dept 2007] [section 240(1) "does not cover the type of ordinary and usual peril to which a worker is commonly exposed at a construction site"). Instead, liability "is contingent upon the existence of a hazard contemplated in section 240(1) and the failure to use, or the inadequacy of, a safety device of the kind enumerated therein" (*Narducci v Manhasset Bay Assoc.*, 96 NY2d 259, 267 [2001]). Therefore, to prevail on a section 240(1) claim, a plaintiff must establish that the statute was violated, and that this violation was a proximate cause of the plaintiff's injuries (*Barreto v Metropolitan Transp. Auth.*, 25 NY3d 426, 433 [2015]).

As an initial matter, defendants do not challenge that they are proper defendants under the Labor Law.

Plaintiff alleges that he was injured when a piece of ductwork fell through a window and struck him. Accordingly, plaintiff's accident contemplates the falling object theory of section 240(1). In order to recover damages for a violation of Labor Law § 240(1) under a falling objects theory, a plaintiff must demonstrate that the object that fell – i.e., the duct – was in the process of being hoisted or secured at the time of the accident, or that it "was a load that required securing for the purposes of the undertaking at the time it fell" (*Cammon v City of New York,* 21 AD3d 196, 200 [1st Dept 2005] [internal quotation marks and citation omitted]; *accord Fabrizi v 1095 Ave. of Ams., L.L.C.*, 22 NY3d 658, 662-63 [2014]). Importantly, "'falling object' liability under Labor Law § 240(1) is not limited to cases in which the falling object is in the process of being hoisted or secured" (*Quattrocchi v F.J. Sciame Const. Corp.,* 11 NY3d 757, 758-59 [2008]).

Here, plaintiff has established *prima facie* entitlement to summary judgment in his favor on the Labor Law § 240(1) claim against defendants because he has sufficiently established that the duct that struck him was a load that required securing in order to prevent it from falling through the window and on to him during the duct's removal from the façade (*see e.g. Matthews v 400 Fifth Realty LLC*, 111 AD3d 405, 406 [1st Dept 2013] [iron grate that the plaintiff's foreman was in the process of installing that fell on the plaintiff "was part of the work of the construction project . . . and was required to be secured for the purposes of the undertaking"] quoting *Outar v City of New York*, 5 NY3d 731, 732 [2005]; *see also Arnaud v 140 Edgecomb LLC,* 83 AD3d 507, 508 [1st Dept 2011] [plank being maneuvered between floors was an object that required securing, and its fall from above onto plaintiff was within the ambit of Labor Law § 240(1)]). Several witnesses testified that the duct needed to be secured while it was being dismantled from the premises (*see* Stawinski tr at 64 [stating that ducts needed to be secured when cutting them from a building, to prevent them from falling]; Pepia tr at 33-34 [noting that ducts needed to be secured to prevent them from falling on people below and on workers inside the building]; Pepia tr at 51 [stating that standing directions included that "any type of ductwork is tied off . . . and secured before it's cut"]). No testimony disputes these witnesses' assertions. Further, no evidence refutes that the duct fell from the scaffold, essentially unimpeded, onto plaintiff.

In opposition, defendants raise several threshold arguments. First, they argue that the accident does not fall within the scope of section 240(1) because the duct was not in the process or being hoisted or secured. This argument is unpersuasive (*Quattrocchi,* 11 NY3d at 758-59). Testimony establishes that the duct needed to be secured to safely cut it from the premises' façade – i.e., it needed to be secured "for the purposes of the undertaking" (*Outar*, 5 NY3d at 732). The record further establishes that the duct was not sufficiently secured to prevent it from falling, uncontrolled, onto plaintiff.

Next, defendants argue that there are two versions of the accident, one where plaintiff would be protected by the Labor Law and one where he would not (*see e.g., Buckley v J.A. Jones/GMO*, 38 AD3d 461, 462 [1st Dept 2007] [denying summary judgment on section 240[1] cause of action where two credible theories of the accident existed]).

"Where credible evidence reveals differing versions of the accident, one under which defendants would be liable and another under which they would not, questions of fact exist making summary judgment inappropriate" (*Ellerbe v Port Auth. of N.Y. & N.J.*, 91 AD3d 441, 442 [1st Dept 2012]; *see also Santiago v Fred-Doug 117, L.L.C.*, 68 AD3d 555, 556 [1st Dept 2009]).

Defendants argue that, while plaintiff and Stawinski testified that the duct fell through the window (plaintiff tr at 48; Stawinski tr at 28 [stating that "a piece of metal fall from the side, bounced off the wood platform and hit [plaintiff] in his calf"]; see also the Turner Report [mirroring plaintiff's testimony]), the Pinnacle Report notes that the duct was placed on the scaffold and then "rolled off" the scaffold and "into the building" (notice of motion, exhibit N; NYSCEF Doc. No. 62).

Here, both versions of the accident would fall within the scope of section 240(1). Under the first version, the duct, which fell through the window and on to plaintiff, was insufficiently restrained or otherwise secured for the purpose of the undertaking – i.e., the demolition. Under the second version, the duct was able to roll off the scaffold and fall four-to-five feet on to plaintiff, establishing that the scaffold itself was insufficient to secure the ductwork while it was temporarily placed thereon as a part of the demolition process. Accordingly, under either version of the accident, plaintiff's accident falls within the scope of section 240(1).

Finally, defendants argue that the four-to-five-foot drop of the 40-50-pound, six-to-seven-foot-long duct was *de minimis*. Defendants are incorrect (*Wilinski v 334 E. 92nd Hous. Dev. Fund Corp.*, 18 NY3d 1, 10 [2011] ["an elevation differential . . . [could not] be viewed as *de minimis*, particularly given the weight of the object and the amount of force it was capable of generating, even over the course of a relatively short descent"] quoting *Runner v New York Stock Exch., Inc.*, 13 NY3d 599, 605 [2009]). Given the weight and size of the duct that fell on plaintiff, a minimum four-to-five foot drop of a 40-50-pound object is not *de minimis* (*see Tropea v Tishman Constr. Corp.*, 2017 WL 6731869, *2, *4, 2017 NY Misc LEXIS 13379 [Bronx County, 2017] *affd* 172 AD3d 450, 451 [1st Dept 2019] [35 pound metal tray that fell on the plaintiff from the top of an A-frame ladder was not de minimis]; *see also Touray v HFZ 11 Beach St. LLC,* 180 AD3d 507 [1st Dept 2020] [cement boards weighing approximately 100 pounds tipped out of a cart onto the plaintiff's leg. The First Department held "[g]iven the

weight and height of [the boards on the cart], the elevation differential was within the purview of the statute"]). Accordingly, defendants have failed to raise a question of fact to overcome plaintiff's prima facie entitlement to judgment in his favor on this claim. Thus, plaintiff is entitled to summary judgment in his favor on his Labor Law § 240(1) claim as against defendants.

Plaintiff moves for summary judgment in his favor as to liability on the Labor Law § 241(6) claim against defendants.

Labor Law § 241(6) provides, in pertinent part, as follows:

> "All contractors and owners and their agents, . . . when constructing or demolishing buildings or doing any excavating in connection therewith, shall comply with the following requirements:
> * * *
> (6) All areas in which construction, excavation or demolition work is being performed shall be so constructed, shored, [and] equipped . . . as to provide reasonable and adequate protection and safety to the persons employed therein or lawfully frequenting such places."

Labor Law § 241(6) imposes a nondelegable duty of reasonable care upon owners and contractors "'to provide reasonable and adequate protection and safety' to persons employed in, or lawfully frequenting, all areas in which construction, excavation or demolition work is being performed" (*Rizzuto v L.A. Wenger Contr. Co.*, 91 NY2d 343, 348 [1998]; *see also Ross v Curtis-Palmer Hydro-Elec. Co.,* 81 NY2d 494, 501–502 [1993]). Importantly, to sustain a Labor Law § 241(6) claim, it must be shown that the defendant violated a specific, "concrete" implementing regulation of the Industrial Code, rather than a provision containing only generalized requirements for worker safety (*Ross,* 81 NY2d at 505). Such violation must be a proximate cause of the plaintiff's injuries (*Annicaro v Corporate Suites, Inc.*, 98 AD3d 542, 544 [2d Dept 2012]). Plaintiff only moves for relief with respect to 12 NYCRR 23-1.7(a)(1).

Industrial Code 12 NYCRR 23-1.7(a)(1) governs "[o]verhead hazards." It is sufficiently specific to support a Labor Law § 241(6) claim (*Amato v State of New York*, 241 AD2d 400, 402 [1st Dept 1997]). It provides, in pertinent part, the following:

> "Every place where persons are required to work or pass that is normally exposed to falling material or objects shall be provided with suitable overhead protection. Such overhead protection shall consist of tightly laid sound planks at least two inches thick full size, tightly laid three-quarter inch exterior grade plywood or other material of equivalent strength."

Here, plaintiff alleges that he was struck in the leg by an object that fell from a height of at least four-to-five feet. That said, plaintiff has failed to come forward with any evidence showing that the area he was working was normally exposed to falling material or objects such that overhead protection of the kind described in section 1.7(a)(1) was warranted (*see Buckley v Columbia Grammar & Preparatory,* 44 AD3d 263, 271 [1st Dept 2007] ["where an object

unexpectedly falls on a worker in an area not normally exposed to such hazards, the regulation does not apply"]). Accordingly, plaintiff is not entitled to summary judgment in his favor on his Labor Law § 241(6) claim predicated upon a violation of 12 NYCRR 23-1.7(a)(1). The parties remaining arguments have been considered and were found unavailing. For the foregoing reasons, it is hereby

ORDERED that plaintiff's motion (Mot. Seq. 001), pursuant to CPLR 3212, for summary judgment in his favor as to liability on the complaint as against defendants Rockefeller Center North, Inc. and Turner Construction Company is granted to the extent that judgment is granted in his favor on the Labor Law § 240(1) claim, and the motion is otherwise denied; and it is further

ORDERED that, within twenty (20) days after this decision and order is uploaded to NYSCEF, counsel for plaintiff shall serve a copy of this decision and order, with notice of entry, upon defendants, as well as the Clerk of the Court, who shall enter judgment accordingly; and it is further

ORDERED that the remainder of the action shall continue; and it is further

ORDERED that the parties in this action are hereby directed to appear for a remote discovery conference on September 20, 2023, details which shall be provided by the court no later than September 18, 2023.

This constitutes the decision and order of this court.

June 30, 2023

HON. VERNA L. SAUNDERS, JSC

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**