SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. DAVID B. COHEN** **PART** **58**

Justice

----------X

HAROLD BROWN,

Plaintiff,

-against-

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., JUDLAU CONTRACTING, INC., HALCYON CONSTRUCTION GROUP, LLC., CONSOLIDATED EDISON, INC., and CONSOLIDATED ENERGY DELIVERY SERVICES, INC.,

Defendants.

----------X

INDEX NO. 154368/2015

MOTION DATE 05/02/2023

MOTION SEQ. NO. 005 006

DECISION + ORDER ON MOTION

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.,

Third-Party Plaintiff,

-against-

HALLEN CONSTRUCTION COMPANY,

Third-Party Defendant.

----------X

Third-Party
Index No. 595619/2015

HALCYON CONSTRUCTION GROUP, LLC,

Second Third-Party Plaintiff,

-against-

THE CITY OF NEW YORK and THE HALLEN CONSTRUCTION CO., INC.,

Second Third-Party Defendant.

----------X

Second Third-Party
Index No. 595833/2015

The following e-filed documents, listed by NYSCEF document number (Motion 005) 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 235, 238, 239, 243, 244, 248, 253, 254, 255, 257, 259, 260, 261, 262, 263, 264

were read on this motion for SUMMARY JUDGMENT.

The following e-filed documents, listed by NYSCEF document number (Motion 006) 224, 225, 226, 227, 228, 229, 236, 240, 241, 242, 245, 246, 247, 249, 250, 251, 252, 256, 258, 265, 266

were read on this motion for SUMMARY JUDGMENT .

Motion sequence numbers 005 and 006 are consolidated for disposition.

This action arises out of a construction site accident that occurred on February 20, 2013 at Chambers Street between Church Street and West Broadway (the premises). Plaintiff was allegedly electrocuted when his hands came in contact with a piece of equipment known as a holiday detector, after tripping and falling on sheeting in an excavated trench. Defendant Judlau Contracting, Inc. (Judlau) moves, pursuant to CPLR 3212, for summary judgment dismissing the complaint and any cross-claims and counterclaims asserted against it (motion sequence number 005). Plaintiff and defendants Consolidated Edison Company of New York, Inc., Consolidated Edison, Inc., and Consolidated Energy Delivery Services, Inc. (collectively, Con Ed) oppose.

Defendants Con Ed move, pursuant to CPLR 3212, for summary judgment dismissing the complaint and all cross-claims and counterclaims against them, and for summary judgment on their cross-claim for common-law indemnification against Judlau (motion sequence number 006). Plaintiff opposes, and Judlau partially opposes.

I. FACTUAL BACKGROUND

The City of New York hired Judlau as a general contractor to reconstruct Chambers Street between Broadway and West Street (NY St Cts Elec Filing [NYSCEF] 202). Judlau's contract states that "the Means and Methods of Construction shall be as [Judlau] may choose" (NYSCEF 202). It is undisputed that Con Ed was installing a steel gas main there (NYSCEF 196), and that plaintiff was employed by third-party defendant Hallen Construction Company (Hallen) (NYSCEF 199).

Plaintiff testified at his deposition that he started working on a project for Hallen at Chambers and West Broadway in February 2013; Hallen was performing corrosion protection of

the gas main. He worked on the project with another Hallen employee, and had no supervisor on the project; there was only a Con Ed inspector supervising the work (*id.*).

Judlau was the general contractor on the project, and it was restoring and upgrading the infrastructure. Plaintiff testified that no one from Judlau told him what to do on a daily basis. Plaintiff used a hardhat, goggles, and gloves, but did not have any other protective equipment, and was wearing normal work gloves. When plaintiff arrived at the site in February 2013, a trench had already been dug (*id.*).

On the day of the accident, plaintiff was going to mix cements, put a block under the pipe for stability, and perform corrosion protection for the pipe. Plaintiff testified that corrosion protection involves applying tape to the pipe and checking the pipe using a detection device or "jeeper," a handheld battery-operated tool (*id.*).

Plaintiff testified that his accident occurred while he was walking in the trench and was looking at the pipe and not the ground. There was debris in the trench, namely, a piece of sheeting or wood, and because of the debris, he stumbled forward and fell to the ground. When he fell, his hand made contact with the jeeper, which electrocuted him (*id.*).

Plaintiff's co-worker testified that on the date of plaintiff's accident, the co-worker was acting as a foreman. He did not see the accident happen but was alerted to it by Con Ed inspectors, and he then saw plaintiff being shocked by the tool. The co-worker jumped in the trench and turned the jeeper off. He did not recall seeing any scraps of wood or sheeting on the trench floor, and did not know if there was a policy requiring that workers wear KV-rated gloves while jeeping a pipe (NYSCEF 197).

A Judlau supervisor testified that he managed Judlau's day-to-day operations at the project. Judlau workers excavated the trench, and shored up the excavation to prevent it from

collapsing, typically with wood. Judlau then installed the water main. Judlau was responsible for anything connected to the trench. Judlau did not direct Hallen's employees with respect to jeeping the newly-installed gas pipe, and did not provide Hallen's employees with equipment for jeeping (NYSCEF 195).

Con Ed's construction representative testified that on the date of the accident, Hallen was going to "clear the main and jeep it"; the jeeper "has a coil, which wraps around the main itself, and an orange chain, which is attached to it." The representative testified that the only input that he had with respect to the work done on the accident date was ensuring that job site was set up properly, and that the contractors had the appropriate safety equipment. While he did not have control over the site, he would relay any information to Judlau to correct any unsafe situation (NYSCEF 196).

Con Ed's representative first became aware of plaintiff's accident when he heard somebody screaming and yelling; he was about 20 feet away from plaintiff and he noticed that plaintiff had fallen backwards and was sitting on top of the pipe and that the coils of the jeeper were wrapped around his fingers. He did not remember whether plaintiff was wearing gloves (*id.*).

An accident report dated February 21, 2013 indicates that:

> Employee was 'jeeping' 20 inch steel gas piping. Checking for defects on recent pipe wrapping. As employee neared lateral gas service, the jeeping tool indicated a potential defect. Employee laid tool on main and began to shift in the direction of potential defect. He stumbled on trench floor (excavated by Judlau) and accidently [sic] grabbed tool to catch himself. He immediately felt shock. Tried to release himself but fell backwards. Crew leader shut off tool . . .

(NYSCEF 198).

II. PROCEDURAL BACKGROUND

Plaintiff commenced this action against Consolidated Edison Company of New York, Inc., Judlau, and Halcyon Construction Group, LLC (Halcyon), and asserted three causes of action for common-law negligence and violations of Labor Law §§ 200, 240(1), and 241(6) (NYSCEF 161).

On the same date, plaintiff brought another action only against Halcyon, asserting causes of action under Labor Law §§ 200, 240(1), and 241(6) and for common-law negligence (NYSCEF 163).

Con Ed subsequently brought a third-party action against Hallen only in this action, but discontinued it in December 2015 (NYSCEF 165; 50).

Plaintiff then added Consolidated Edison, Inc. and Consolidated Energy Delivery Services, Inc. as direct defendants in this action (NYSCEF 166).

By decision and order dated December 29, 2017, the two actions were consolidated under this index number (NYSCEF 70).

In its answer, Con Ed asserted cross-claims for common-law indemnification and contribution against Judlau (NYSCEF 207 ¶ 11).

On April 20, 2018, plaintiff discontinued the action as against Halcyon (NYSCEF 92).

On February 2, 2023, Judlau and Halcyon discontinued their cross-claims and counterclaims against each other (NYSCEF 234).

III. DISCUSSION

On a motion for summary judgment, the moving party "must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to eliminate any material issues of fact" (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]). "This 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 & Hosps. Corp.*, 22 NY3d 824, 833 [2014] [internal quotation marks and citation omitted]). "Failure to make such showing requires denial of the motion, regardless of the sufficiency of the opposing papers" (*Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853 [1985]). To defeat summary judgment, the nonmoving party "must produce evidentiary proof in admissible form sufficient to require a trial of material questions of fact" (*Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]).

A. Labor Law § 240(1)

As plaintiff does not oppose dismissal of his Labor Law § 240(1) cause of action (NYSCEF 251 at 2 n 1; 254 at 2 n 1), it is dismissed as abandoned (*see Murphy v Schimenti Constr. Co., LLC*, 204 AD3d 573, 574 [1st Dept 2022] ["As plaintiff . . . offered no opposition on appeal to Dame's argument for dismissal of the Labor Law § 240(1) claim, we deem (this claim) abandoned"]).

B. Labor Law § 241(6)

Labor Law § 241(6) provides as follows:

> All contractors and owners and their agents, except owners of one and two-family dwellings who contract for but do not direct or control the work, 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, equipped, guarded, arranged, operated and conducted as to provide reasonable and adequate protection and safety to the persons employed therein or lawfully frequenting such places. The commissioner may make rules to carry into effect the provisions of this subdivision, and the owners and contractors and their agents for such work, except owners of one and two-family dwellings who contract for but do not direct or control the work, shall comply therewith.

Labor Law § 241(6) requires owners, contractors, and their agents to "'provide reasonable and adequate protection and safety' for workers and to comply with the specific safety rules and regulations promulgated by the Commissioner of the Department of Labor" (*Ross v Curtis-Palmer Hydro-Elec. Co.*, 81 NY2d 494, 501-502 [1993]). To recover under Labor Law § 241(6), the plaintiff must plead and prove the violation of a New York State Industrial Code provision "'that sets forth a specific standard of conduct and [is] not simply a recitation of common-law safety principles'" (*Toussaint v Port Auth. of N.Y. & N.J.*, 38 NY3d 89, 94 [2022], quoting *St. Louis v Town of N. Elba*, 16 NY3d 411, 414 [2011]). The plaintiff must also show that the violation of an applicable Industrial Code provision caused the accident (*Cappabianca v Skanska USA Bldg. Inc.*, 99 AD3d 139, 146 [1st Dept 2012]).

1. Judlau's liability

Judlau contends that it cannot be held liable under Labor Law § 241(6) as a statutory agent because it did not have the authority to supervise and control plaintiff's work or the work that brought about his injury. Plaintiff asserts that Judlau ignores its role as the general contractor that was responsible for excavating and shoring the trench, as well as for inspecting and maintaining the trench.

"A general contractor will be held liable under [Labor Law § 241(6)] if it was responsible for coordinating and supervising the entire construction project and was invested with a concomitant power to enforce safety standards and to hire responsible contractors" (*Aversano v JWH Contr., LLC*, 37 AD3d 745, 746 [2d Dept 2007] [internal quotation marks and citation omitted]). It is well established that an entity's "right to exercise control over the work denotes its status as a contractor, regardless of whether it actually exercised that right" (*Milanese v Kellerman*, 41 AD3d 1058, 1061 [3d Dept 2007]).

Moreover, a party may be held liable as a statutory agent if it was delegated the authority to supervise and control the work that gave rise to the injury (*see Solano v Skanska USA Civ. Northeast Inc.*, 148 AD3d 619, 619-620 [1st Dept 2017]; *Fraser v Pace Plumbing Corp.*, 93 AD3d 616, 616 [1st Dept 2012]).

As the Court of Appeals has explained,

> Although sections 240 and 241 now make nondelegable the duty of an owner or general contractor to conform to the requirement of those sections, the duties themselves may in fact be delegated. When the work giving rise to these duties has been delegated to a third party, that third party then obtains the concomitant authority to supervise and control that work and becomes a statutory 'agent' of the owner or general contractor. Only upon obtaining the authority to supervise and control does the third party fall within the class of those having nondelegable liability as an 'agent' under sections 240 and 241.

(*Russin v Louis N. Picciano & Son*, 54 NY2d 311, 317-318 [1981] [citations omitted]; *see also Walls v Turner Constr. Co.*, 4 NY3d 861, 864 [2005] ["unless a defendant has supervisory control and authority over the work being done when the plaintiff is injured, there is no statutory agency conferring liability under the Labor Law"]).

Whether or not Judlau actually controlled or directed plaintiff's work, it failed to show that it cannot be held liable as a statutory agent of the owner or general contractor, as Judlau's contract provided it with the responsibility of controlling the means and methods of the work on the project, and its supervisor testified that Judlau was hired as a general contractor, and also dug the trench, installed the sheeting in it, and was responsible for maintaining it.

2. Applicable Code violations

Despite citing numerous violations of the Industrial Code in his bill of particulars, plaintiff only opposed dismissal of 12 NYCRR 23-1.23-1.7(e)(2) and 12 NYCRR 23-1.10(b)(3) (NYSCEF 251; 254 n 2, 10). Therefore, plaintiff's Labor Law § 241(6) claim predicated upon the remaining Industrial Code provisions is dismissed as abandoned (*see Romano v New York*

City Tr. Auth., 213 AD3d 506, 508 [1st Dept 2023]; *Murphy v Schimenti Constr. Co., LLC*, 204 AD3d 573, 574 [1st Dept 2022]).

a. 12 NYCRR 23-1.7(e)(2)

12 NYCRR 23-1.7(e), entitled "Tripping and other hazards," provides in subsection (2) that "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."

Judlau argues that section 23-1.7(e)(2) does not apply because the piece of wood was integral to plaintiff's work, and Con Ed similarly maintains that the piece of wood was an "ordinary and obvious hazard of plaintiff's employment."

In response, plaintiff contends that defendants failed to keep the trench floor free from accumulations of debris, and that pieces of wooden sheeting left on the trench floor was not an ordinary and obvious hazard of his work.

Recently, in *Bazdaric v Almah Partners LLC* (-- NY3d --, -- , 2024 NY Slip Op 00847, *5 [2024]), the Court of Appeals held that the integral part of the work doctrine "applies only when the dangerous condition is inherent to the task at hand, and not . . . when a defendant or third party's negligence created a danger that was avoidable without obstructing the work or imperiling the worker." Moreover, "[t]he doctrine does not . . . absolve a defendant of liability for the use of an avoidable dangerous condition or for failure to mitigate the danger, including as specifically provided by the Industrial Code, if preventive measures would not make it impossible to complete the work" (*id.*; *see also O'Sullivan v IDI Constr. Co., Inc.*, 7 NY3d 805, 806 [2006] ["the electrical pipe or conduit that plaintiff tripped over was an integral part of the construction"]).

Here, the piece of wood over which plaintiff tripped was not integral to plaintiff's work on the date of the accident, as plaintiff was jeeping the gas main after Judlau had already excavated the trench, and defendants have not shown that it would have been impossible to use measures in this case to keep plaintiff from tripping on the wood (*cf. Torres v Triborough Bridge & Tunnel Auth.*, 193 AD3d 665, 665 [1st Dept 2021], *lv denied* 38 NY3d 903 [2022] ["Industrial Code § 23-1.7(e)(2) was inapplicable, since the demolition debris resulted directly from the ongoing work being performed, which plaintiff had been assigned to clean up, and thus constituted an integral part of that work"]; *Alvia v Teman Elec. Contr.*, 287 AD2d 421, 423 [2d Dept 2001] [plywood on which plaintiff fell was integral part of his work where it was material used in actual task that plaintiff was performing]).

Thus, section 23-1.7(e)(2) is applicable, and there are questions of fact as to whether a violation of it proximately caused plaintiff's accident (*see Licata*, 158 AD3d at 489 ["because strewn garbage and debris obstructing his view of the hole may have contributed to plaintiff's accident, defendants were not entitled to dismissal of his Labor Law § 241(6) claim predicated on 12 NYCRR 23–1.7(e)(2)"]; *Rodriguez v Dormitory Auth. of State of N.Y.*, 104 AD3d 529, 530 [1st Dept 2013] [section 23-1.7(e)(2) was applicable where plaintiff fell on scaffold clips scattered across working area]).

b. 12 NYCRR 23-1.10

Section 23-1.10 of the Industrial Code governs the use of hand tools, and subsection (b) contains regulations concerning electrical hand tools, and provides that "(3) Grounding of electrical tools. Electrically operated hand tools shall be grounded during use. The ground wires shall be connected to the frames of the tools and the other ends shall be properly grounded.

Approved double-insulated type portable hand tools are exempt from this grounding requirement."

Defendants contend that section 23-1.10 does not apply because there is no evidence that plaintiff's equipment was defective, and Con Ed further argues that plaintiff failed to allege a violation of a specific subsection of this provision. Plaintiff maintains that a jury could conclude that the jeeper was not properly grounded because it electrocuted him.

As the evidence indicates that the jeeper was connected to a grounding wire, and that the jeeper electrocuted plaintiff because he touched it while using ordinary gloves, defendants establish that this subsection was not violated.

C. Labor Law § 200 and Common-Law Negligence

Judlau argues that plaintiff's Labor Law § 200 and common-law negligence claims should be dismissed because it did not direct or supervise plaintiff's work, and as it did not cause or create the alleged dangerous condition of the wood on the trench floor and did not have actual or constructive notice of it. Con Ed contends that it did not control the means and methods of plaintiff's work, and did not create or have notice of the wood.

Plaintiff argues that there is a question of fact as to whether Judlau left the wood in the trench, and that Judlau failed to meet its burden of establishing that it did not have constructive notice of the wood. With respect to Con Ed, plaintiff maintains that Con Ed actually supervised plaintiff's work, and failed to meet its burden of showing when the area was last inspected.

Labor Law § 200, a codification of the common-law duty imposed upon owners and general contractors (*Comes v New York State Elec. & Gas Corp.*, 82 NY2d 876, 877 [1993]), provides:

> All places to which this chapter applies shall be so constructed, equipped, arranged, operated and conducted as to provide reasonable and adequate protection to the

> lives, health and safety of all persons employed therein or lawfully frequenting such places. All machinery, equipment, and devices in such places shall be so placed, operated, guarded, and lighted as to provide reasonable and adequate protection to all such persons. The board may make rules to carry into effect the provisions of this section.

"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*, 99 AD3d at 143-144).

With respect to defective or dangerous conditions existing on the premises, "liability attaches if the owner or general contractor created the condition or had actual or constructive notice of it" (*Rosa v 47 E. 34th St. [NY], L.P.*, 208 AD3d 1075, 1081 [1st Dept 2022] [internal quotation marks and citation omitted]). With respect to claims arising from the means and methods in which the work was performed, including equipment used, "'the owner or general contractor is liable if it actually exercised supervisory control over the injury-producing work'" (*Jackson v Hunter Roberts Constr., L.L.C.*, 205 AD3d 542, 543 [1st Dept 2022], quoting *Cappabianca*, 99 AD3d at 144).

This case involves a dangerous condition, not the means and methods of plaintiff's work (*see e.g., Rodriguez v Dormitory Auth. of State*, 104 AD3d 529 [1st Dept 2013] [action involved dangerous premises condition, rather than means and methods of work, where plaintiff tripped and fell on scaffold clamp left on floor]).

1. Judlau's liability

Although Judlau argues that it neither created nor had notice of the wood, it relies on its supervisor's affidavit which has no probative value (*see Muslar v Hall*, 214 AD3d 77, 81 [1st Dept 2023]; *Dempsey v Intercontinental Hotel Corp.*, 126 AD2d 477, 479 [1st Dept 1987]). The

supervisor's conclusory statement, unsupported by any documentary evidence, that "Judlau did not leave a piece of wood that was three inches by one or two feet long at the bottom of the trench that existed on February 20, 2013" and that "[a]ny wood used by Judlau would have been connected as part of the bracing and sheeting system" fails to cite material facts of which he has personal knowledge.

Judlau also fails to establish that it lacked constructive notice of the wood, "since [it] submitted no evidence of the cleaning schedule for the work site or when the site had last been inspected before the accident" (*Pereira v New Sch.*, 148 AD3d 410, 413 [1st Dept 2017]).

Even if Judlau had met its prima facie burden, plaintiff testified that he tripped on a three-inch thick piece of wood left by Judlau, and Judlau's supervisor testified that Judlau used such wood to shore up the excavation, thus raising a triable issue as to whether it created the dangerous condition.

2. Con Ed's liability

As Con Ed has not submitted any evidence of when it last inspected the trench before plaintiff's injury (*see Velez v City of New York*, 134 AD3d 447, 447 [1st Dept 2015]; *Ladignon v Lower Manhattan Dev. Corp.*, 128 AD3d 534, 535 [1st Dept 2015]), it fails to establish its entitlement to dismissal of this claim.

Moreover, contrary to Con Ed's contention, the piece of wood was not part of plaintiff's job responsibilities, and thus there is no evidence that plaintiff was injured as the result of an "ordinary and obvious hazard[] of his employment" (*Cf. Bombero v NAB Constr. Corp.*, 10 AD3d 170, 172 [1st Dept 2004] [construction engineer/surveyor injured while traversing exposed rebar had no cause of action under section 200 against general contractor as work required him to traverse rebar]).

3. Common-Law Indemnity and Contribution Claims against Judlau

Judlau moves for summary judgment dismissing the common-law indemnification and contribution claims against it, arguing that there is no evidence that it was negligent. Con Ed moves for summary judgment on its common-law indemnification against Judlau, and contends that it was not negligent, and that Judlau was negligent in controlling the work site and creating the condition that caused plaintiff's accident.

"To be entitled to common-law indemnification, a party must show (1) that it has been held vicariously liable without proof of any negligence or actual supervision on its part; and (2) that the proposed indemnitor was either negligent or exercised actual supervision or control over the injury-producing work" (*Naughton v City of New York*, 94 AD3d 1, 10 [1st Dept 2012]; *see also McCarthy v Turner Constr., Inc.*, 17 NY3d 369, 377-378 [2011] ["a party cannot obtain common-law indemnification unless it has been held to be vicariously liable without proof of any negligence or actual supervision on its own part"]).

"Contribution is available where two or more tortfeasors combine to cause an injury and is determined in accordance with the relative culpability of each such person" (*Godoy v Abamaster of Miami*, 302 AD2d 57, 61 [2d Dept 2003], *lv dismissed* 100 NY2d 614 [2003] [internal quotation marks and citation omitted]). "The 'critical requirement' for apportionment by contribution under CPLR article 14 is that 'the breach of duty by the contributing party must have had a part in causing or augmenting the injury for which contribution is sought'" (*Raquet v Braun*, 90 NY2d 177, 183 [1997], quoting *Nassau Roofing & Sheet Metal Co. v Facilities Dev. Corp.*, 71 NY2d 599, 603 [1988]).

As there are issues of fact as to whether Judlau and/or Con Ed were negligent, neither party is entitled to summary judgment on their cross-claims against each other.

IV. CONCLUSION

Accordingly, it is hereby

ORDERED, that defendant Judlau Contracting, Inc.'s motion for summary judgment (seq. no. 005) of is granted to the extent of dismissing plaintiff's Labor Law § 240(1) claim in its entirety, and dismissing plaintiff's Labor Law § 241(6) claim except as to the alleged violation of 12 NYCRR 23-1.7(e)(2), and is otherwise denied; it is further

ORDERED, that defendants Consolidated Edison Company of New York, Inc., Consolidated Edison, Inc., and Consolidated Energy Delivery Services, Inc.'s motion for summary judgment (seq. no. 006) is granted to the extent of dismissing plaintiff's Labor Law § 240(1) claim in its entirety, and dismissing plaintiff's Labor Law § 241(6) claim except as to the alleged violation of 12 NYCRR 23-1.7(e)(2), and is otherwise denied; and it is further

ORDERED, that the parties appear for a settlement/trial scheduling conference on August 7, 2024, at 11:00 a.m., at 71 Thomas Street, Room 305, New York, New York.

20240519072732DBCOHEN23687AD63DCE4FD5AF679D0CE231161A

5/17/2024
DATE

DAVID B. COHEN, 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