

Pina v City of New York

2025 NY Slip Op 32288(U)

March 21, 2025

Supreme Court, Bronx County

Docket Number: Index No. 22985/2019E

Judge: Myrna Socorro

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This opinion is uncorrected and not selected for official publication.

#345

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX: PART IA-9**

-----X
Richard Pina

Plaintiff,

-against-

The City of New York, New York City Housing
Authority, Mill Brook Housing Development Fund
Company Inc.,

Defendants

-----X

The City of New York, New York City Housing
Authority, Mill Brook Housing Development Fund
Company Inc.,

Third-Party Plaintiff,

-against-

Procida Construction Corp., Procida Construction
Co., LLC, Alvin H. Butz, Inc.,

Third-Party Defendants,

-----X

The City of New York, New York City Housing
Authority, Mill Brook Housing Development Fund
Company Inc.,

Second-Third Party Plaintiff

-against-

Queens County Carting Inc.

Second-Third Party Defendant.

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The following papers were read on these motion (Seq No. 3, 4, and 5) for **summary judgment** marked submitted after oral arguments were scheduled, and which plaintiff failed to appear for, on August 27, 2024.

Papers	NYSCEF #
Motion seq #3	
Notice of Motion by Third-Party Defendants, Affirmation in Support, Statement of Material Facts and Exhibits	# 74 – 94
Plaintiff’s Affirmation in Opposition, Response to Statement of Material Facts and Exhibits	# 117 – 128
Reply Affirmation	# 144

Motion seq #4

Notice of Motion Second Third-Party Defendant , Affirmation in Support, # 96 - 112
Memorandum of Law, Statement of Material Facts and Exhibits

Plaintiff's Affirmation in Opposition, Response to Statement of Material # 129 – 140
Facts and Exhibits

Second Third-Party Defendant Reply Affirmation and Response to # 142 – 143
Statement of Material Facts

Motion seq #5

Notice of Motion by Defendant/First Third-Party Plaintiff/ Second Third- # 146 - 178
Party Plaintiff Affirmation in Support, Statement of Material Facts,
Memorandum of Law and Exhibits

Plaintiff's Affirmation in Opposition, Response to Statement of Material # 179 – 190
Facts and Exhibits

Reply Affirmation #191

The Third-Party Defendants PROCIDA CONSTRUCTION CORP., PROCIDA CONSTRUCTION CO. LLC, ALVIN H. BUTZ, INC. (hereinafter referred to as “Third Party Defendants Procida”) move for summary judgment and dismissal of the Plaintiff’s complaint pursuant to CPLR §3212 (motion seq #3). Second Third Party Defendant QUEENS COUNTY CARTING, INC. (hereinafter referred to as “Second Third Party Defendant QCC”) moves for summary judgment and dismissal of plaintiff’s complaint against Plaintiff (motion seq # 4). Defendants/Third-Party Plaintiffs/Second Third-Party Plaintiffs THE CITY OF NEW YORK, NEW YORK CITY HOUSING AUTHORITY, MILL BROOK HOUSING DEVELOPMENT FUND COMPANY, INC., (hereinafter referred to as “The City,” “NYCHA,” “Mill Brook,” respectively) move for summary judgment and dismissal of Plaintiff’s complaint, and summary judgment against Third-Party Defendants Procida on its third cause of action for contractual indemnity, and its fourth cause of action for failure to procure insurance (motion seq #5).

This action arises out of an alleged accident which occurred on August 17, 2018. Plaintiff, a laborer employed by Procida, alleges he was injured by a falling mini cart (“mini”) used to haul concrete and other debris at the building construction site located at 570 East 137th Street Bronx, New York (“the premises”). Plaintiff testified that when moving the mini, Plaintiff pulled it, and the “the mini did a half roll before it locked and started tilting” (NYSCEF #157, Plaintiff TR-41, L:14-16). Plaintiff testified that “the force and the weight of the mini with the debris it just came crashing down and there was no slowing or stopping” (NYSCEF #156, Plaintiff TR- 98, L:16-19). Plaintiff alleges injuries to his left knee, shin, calf, and ankle because of the accident (*id* at 113).

The premises is owned by NYCHA, which provided a 99-year lease to Mill Brook. Mill Brook contracted with Procida to be the general contractor for the construction of a residential building on the premises. Procida entered into an agreement for Second Third Party Defendant QCC to provide the minis used during construction at the premises, including the mini involved in Plaintiff's accident.

The defendants, City, NYCHA and Millbrook filed a third-party complaint against Third-Party Defendants Procida asserting claims of common law and contractual indemnity, contribution, and breach of contract; and they also filed a second third-party complaint against Second Third-Party Defendant QCC asserting claims of common law indemnity, contractual indemnity, contribution, and breach of contract.

The City, NYCHA and Millbrook and Third-Party Defendants Procida now argue that Plaintiff's complaint should be dismissed on the basis that no material facts are in dispute as to Plaintiff's claims brought under Labor Law §240(1), § 241(6), § 200 and common-law negligence. The City additionally argues that Plaintiff's claims against it should be dismissed, because it is not a proper labor law defendant. The City, NYCHA and Millbrook additionally seek summary judgment against Third-Party Defendant Procida on the claims for contractual indemnity and breach of contract, arguing that the contract between Mill Brook and Procida requires Procida to indemnify Defendants, and that Procida failed to procure insurance which constitutes a breach of their contract.

Second Third Party Defendant QCC moves separately for summary judgment, seeking dismissal of Plaintiff's claims against Second Third Party Defendant QCC and any cross-claims against it on the basis that it is not a proper labor law defendant.

Plaintiff opposes the motions, arguing that material issues of fact exist, precluding summary judgment at this juncture. Plaintiff relies on the following evidence in support: Plaintiff's own testimony during his examination before trial, as well as the deposition testimony of Richard Rendos ("Rendos"), Procida's project manager and Anthony Lapuma ("Lapuma"), supervisor at QCC.

Discussion

Summary Judgment Review

The court's function on a motion for summary judgment is issue finding rather than issue determination or assessing credibility (*Genesis Merchant Partners LP v Gilbride, Tusa, Last & Spellane LLC*, 157 AD3d 479, 481 [1st Dept 2018]; *Meredian Mgt. Corp. v Cristi Cleaning Serv. Corp.*, 70 AD3d 508, 511 [1st Dept 2010]).

Summary judgment is a drastic remedy and is to be granted only where the moving party has tendered sufficient evidence to demonstrate the absence of any material issues of fact (*see* CPLR 3212 [b]; *Friends of Thayer Lake LLC v Brown*, 27 NY3d 1039, 1043 [2016]; *Vega v Restani Constr. 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 & Hosps. Corp.*, 22 NY3d 824, 833 [2014]). If the movant fails to make such prima face showing then the motion must be denied regardless of the sufficiency of the opposing papers (*Winegrad v N.Y. Univ. Med. Ctr.*, 64 NY2d 851 [1985]).

Once the movant has made a prima facie showing, 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 Pemberton v New York City Tr. Auth.*, 304 AD2d 340, 342 [1st Dept 2003]; *Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]; *Zuckerman v City of New York*, 49 NY2d 557, 560 [1980]). Mere conclusions of law or fact are insufficient to defeat a motion for summary judgment (*see Banco Popular N. Am. v Victory Taxi Mgmt.*, 1 NY3d 381, 383-384 [2004]).

Proper Labor Law Defendants

Second Third-Party Defendant QCC moves (motion seq #4) for dismissal on the ground that it is not a proper labor law defendant. Defendant/Third-Party Plaintiff/Second Third-Party Plaintiff, "City" moves (motion seq #5) for dismissal on the ground that it is not a proper Labor Law defendant.

Proper defendants in Labor Law actions are limited to contractors and owners and their agents (*Rodriguez v Riverside Ctr. Site 5 Owner LLC*, 234 AD3d,623, 625 [1st Dept. 2025], citing *Pimentel v DE Frgt. LLC*, 205 AD3d 591, 593 [1st Dept. 2022]). Generally, a party will be held liable as an owner where it contracted for the construction work being performed at the time of the plaintiff's accident (*Tropea v Tishman Constr.*, 172 AD3d 450, 451 [1st Dept. 2019]). Further, a party that is delegated the authority to supervise and control the injury-producing work renders it liable as a statutory agent of the owner or general contractor (*Otero v 635 Owner LLC*, 210 AD3d 435, 437 [1st Dept. 2022]; *Santos v Condo 124 LLC*, 161 AD3d 650, 653 [1st Dept. 2018]). Conversely, a party which is neither the owner, lessee, licensee, nor occupant of the accident premises, nor a party to the contract for the plaintiff's work, and which did not perform, supervise, or control any construction work, is not subject to liability under the Labor Law (*Gordon v City of New York*, 164 AD 3d 1110, 1111 [1st Dept. 2018]).

Second Third-Party Defendant QCC

Here, the evidence establishes that Second Third-Party Defendant QCC is not an owner or an agent. Rather, QCC entered into an agreement with Procida to supply equipment to the premises and QCC did not have the authority to “direct control or supervise” the “injury producing work” (*Ahern v NYU Langone Med. Ctr.*, 147 AD3d 537, 538 [1st Dept 2017]). Plaintiff’s un rebutted deposition testimony demonstrates that only Procida had authority to supervise his work (NYSCEF #87, Plaintiff TR- 25).

Further, Plaintiff concedes QCC’s arguments by failing to address the arguments in his opposition (*see Ng v NYU Langone Med. Ctr.*, 157 AD3d 549, 550 [1st Dept 2020], citing *Josephson LLC v Column Fin. Inc.*, 94 AD3d 479, 480 [1st Dept 2012] [“Plaintiff’s failure to oppose so much of the motion as sought dismissal of the lack of informed consent claim, constituted an abandonment of the claim”]).

Accordingly, Second Third-Party defendant QCC’s motion seq #4 seeking dismissal of Plaintiff’s complaint and any cross-claims is **GRANTED** as to Second Third-Party Defendant Queens County Carting Inc.

Defendant/Third-Party Plaintiff/Second Third-Party Plaintiff City of New York

In addition, defendant, the “City” moves for summary judgment (mot. seq 5) arguing that the City is not a proper labor law defendant. The affidavits of Christopher Dickerson (attorney with the City of New York Law Department) and Matthew Charney (Vice President at NYCHA), state that NYCHA only held fee title to the premises at the time of Plaintiff’s accident and that the City is not an owner of the premises, nor did it ever contract with any third-party to authorize work on the premises. Further, Plaintiff’s un rebutted deposition testimony demonstrates that only Procida had authority to supervise Plaintiff’s work (NYSCEF #87, Plaintiff TR-25).

Plaintiff fails to address Defendants’ arguments to that branch of the motion as to the City of New York not being a proper Labor Law defendant in opposition to motion seq #5. The arguments are thus conceded (*see Ng*, 157 AD3d at 550).

Accordingly, the portion of Defendants’ mot. seq. 5 seeking to dismiss Plaintiff’s claims against the City of New York is **GRANTED**.

Labor Law § 240 (1)

The Third-Party Defendants Procida and the remaining defendants, NYCHA and Millbrook (hereinafter referred to as the “remaining defendants”) move separately (motion seq #3 and #5), both seeking dismissal of Plaintiff’s Labor Law § 240 (1) claims.

After review of the respective arguments, the Court finds that there is an issue of fact that exists about whether the mini was holding enough concrete to render it capable of generating a significant amount of force when it fell on Plaintiff. Defendants shows no proof as to the estimated weight of the mini at the time of the fall (*Hempstead v Hammer & Steel, Inc*, 234 AD3d 407, 409 [1st Dept 2025], citing *Wilinski v 334 E. 92nd Hous. Dev. Fund Corp.*, 18 NY3d 1, 10 [2009] [“While the elevation from which the mixer fell to the location where it came in contact with plaintiff may have been a matter of feet, the mixer was still capable of generating an amount of force significant enough to crush him”]; see also *O’Brian v 4300 Crescent L.L.C.*, 180 AD3d 437, 438 [1st Dept 2020] [finding triable issues of fact about whether stack of eight to nine windows each weighing about 175 pounds were required to be secured]).

Moreover, the affidavit of Procida’s foreman, Anthony Griffin (“Griffin”), conflicts with Plaintiff’s testimony regarding the aftermath of Plaintiff’s accident. Griffin attests that he did not witness the accident (NYSCEF #, affidavit of Griffin at ¶3). After the accident, he found Plaintiff injured on the ground with the mini in an upright position next to Plaintiff (*id* at 5). Plaintiff, however, testified that when Griffin found him, the mini was still on its side (NYSCEF #156 Plaintiff TR-102). Thus, there is an issue of fact as to the mini’s weight — whether it was easily moved upon tipping over, or whether it remained on the ground indicating it may have been too heavy to move.

Further, Plaintiff’s un rebutted deposition testimony establishes that he moved several minis without incident on the morning of the accident. However, when moving the mini involved in the accident “the mini did a half roll before it locked and started tilting” (NYSCEF #157, Plaintiff TR-41, L:14-16). Thus, Plaintiff’s testimony establishes an issue of fact about whether the mini was overloaded with concrete, or whether the wheel malfunctioned when it “locked” as Plaintiff testified.

Finally, Defendants’ expert, Martin Bruno (“Bruno”), merely restates legal conclusions that are inappropriate for this court to consider on a summary judgment motion (see *Police Benevolent Assn. of the City of N.Y., Inc. v City of New York*, 205 AD3d 552, 554 [1st Dept 2022] [“To the extent plaintiffs’ experts opine on the ultimate legal issue, they are not properly considered”]).

Accordingly, the branches of remaining Defendants' and Third-Party Defendants' motions seeking dismissal of Plaintiff's Labor Law §240(1) claim are **DENIED**

Labor Law §241 (6)

The remaining Defendants and Third-Party Defendants move separately for summary judgment and dismissal of Plaintiff's claims under Labor Law §241(6).

To establish liability under Labor Law § 241(6), a plaintiff "must specifically plead and prove the violation of an applicable Industrial Code regulation" (*Garcia v 225 E. 57th St. Owners, Inc.*, 96 AD3d 88, 91 [1st Dept 2012]). Here, Plaintiff's bill of particulars specifies violations of Industrial Codes 12 NYCRR §23-1.28 (a) and (b), §23-1.5[c](1) and (2), §23-1.5 [c](3), §23-1.33 (a)(1), (a)(3), and (d)(1), and §23-2.1(b) in support of his Labor Law §241(6) claim.

Industrial Code 12 NYCRR §23-1.28(a) specifies that "hand-propelled vehicles having damaged handles, or any loose parts shall not be used." To show a violation under this section, Defendants must establish that the mini was not defective (*see Garcia v 95 Wall Assoc., LLC*, 116 AD3d 413, 413 [1st Dept 2014]). Here, Plaintiff's uncontradicted testimony is that he pulled the mini cart when it "locked and started tilting" (NYSCEF 3157, Plaintiff TR-41, L:14-16). Further, there is no proof in the record that the mini was inspected prior to Plaintiff's accident (*see Ali v Sloan-Kettering Inst. For Cancer Research*, 176 AD3d 561, 562 [1st Dept 2019] [dismissing claims under 241 (6) noting evidence established that wheels of dolly involved in accident were in "working order"]). Moreover, Defendants' expert fails to establish that the mini did not have any defects or damage.

Further, Industrial Code 12 NYCRR §23-1.28 (b) specifies that "free-running" wheels must be present on hand-propelled vehicles (*Ahern*, 147 AD3d at 538 [1st Dept 2017]). A party seeking dismissal of a claim brought under §23-1.28 (b) is required to show, prima facie, that "the wheeled dumpster was not defective" (*Sancino v Metro. Transp. Auth.*, 184 AD3d 534, 535 [1st Dept 2020]). Here, as stated above, Plaintiff's uncontradicted deposition testimony establishes that when he pulled the mini it "locked and started tilting" (NYSCEF #157, Plaintiff TR-41, L:14-16). Further, there is no proof in the record that the mini was inspected prior to Plaintiff's accident and was free of defects (*see Ali*, 176 AD3d at 562).

Accordingly, the remaining Defendants and Third-Party Defendants failed to meet their burden to establish entitlement to summary judgment and dismissal of Plaintiff's §241(6) claims predicated on 12 NYCRR §23-1.28 (a) and §23-1.28(b) and as such that branch of the motion is **Denied**.

As to Plaintiff's claims under 12 NYCRR § 23-1.5 [c](1) and §23-1.5[c](2), these sections are too general to predicate a claim under Labor Law § 241(6), and these claims are dismissed (*see Jackson v Hunder Roberts Constr. Group, LLC*, 161 AD3d 666, 667 [1st Dept 2018], citing *Becerra v Promenade Apts, Inc.*, 126 AD3d 557, 558 [1st Dept 2015]). Although Plaintiff cites to *Sancino v Metro Transp. Auth.*, in support of his argument that the First Department has deemed these sections sufficient to assert a Labor Law § 241(6) claim, Plaintiff's argument is misguided because the court's decision in *Sancino* is based on a claim under §23-1.5[c](3) (*see Sancino v Metro. Transp. Auth.*, 2019 NY Slip Op 30531[U], at *8-9, 2019 WL 1030261, at *4-5, 2019 NY Misc LEXIS 861, at *10-11 [Sup Ct, NY County 2019], *mod* 184 AD3d 534 [1st Dept 2020]). Accordingly, plaintiff has failed to raise a triable issue as to Industrial Code §23-1.5[c](1) and §23-1.5[c](2). Therefore, that branch of the remaining defendants and third-party defendants motion seeking summary judgment as to Industrial Code §23-1.5[c](1) and §23-1.5[c] (2) is **Granted**.

Finally, Plaintiff only submits opposition to the Industrial Codes 12 NYCRR §23-1.28(a); §23-1.28(b), §23-1.5[c](1) and §23-1.5[c](2), therefore abandoning all other Industrial Code provisions that defendants are seeking summary judgment against and plaintiff has not submitted any opposition in his legal arguments (*see Burgos v Premier Props. Inc.*, 145 AD3d 506, 508 [1st Dept 2016]; *see also 87 Chambers, LLC v 77 Reade, LLC*, 122 AD3d 540, 542 [1st Dept 2014]).

Accordingly, that branch of the remaining defendants motion and third-party defendants motion seeking dismissal of Industrial Codes §23-1.33(a)(1); 23-1.33(a)(3); §23-1.33(d)(1) and §23-2.1(b) is **GRANTED**.

Labor Law §200/Common Law Negligence

Labor Law §200 generally covers two categories of accidents, those caused by “the manner in which the work was performed” and those “arising out of an alleged defect or dangerous condition existing on the premises” (*Rosa v 47 E. 34th St. [NY] L.P.*, 208 AD3d 1075, 1081 [1st Dept 2022], citing *Cappabianca v Skanska USA Bldg. Inc.*, 99 AD3d 139, 144 [1st Dept 2012]).

To establish entitlement to summary judgment and dismissal of a plaintiff's complaint under Labor Law §200 for injuries caused by the manner in which the work was performed, Defendants must show they lacked authority to control the means and methods of Plaintiff's work (*Herrero v 2146 Nostrand Ave. Assoc. LLC*, 193 AD3d 421, 422 [1st Dept 2021]). As stated above, only Procida maintained authority to direct Plaintiff's work (NYSCEF # 87, Plaintiff's TR- 25).

While the remaining Defendants NYCHA and Mill Brook have established they lacked authority to control the means and methods of the injury-producing work, Defendants and Third-Party Defendants may still be held liable if they either created the dangerous condition or failed to remedy it despite having actual or constructive notice thereof (*Williams v McAlpine Contr. Co.*, 2025 NY Slip Op 00936, at *1, 2025 WL 516146, at *1, 2025 NY App Div LEXIS 912, at *1 [1st Dept 2025] [“liability attaches if the owner or general contractor had actual or constructive notice of it”] [internal citations omitted]). Here, there is no evidence in the record to establish when the mini was last inspected (*see Kolkowski v 10839 Assoc.*, 185 AD3d 427, 428 [1st Dept 2020]; *see also Spencer v Term Fulton Realty Corp.*, 183 AD3d 441, 443 [1st Dept 2020], citing *Pereira v New Sch.*, 148 AD3d 410, 412-413 [1st Dept 2017] [“A defendant will be found liable if they failed to establish that they lacked constructive notice of the dangerous condition that caused plaintiff’s injury, [if] they submitted no evidence of the cleaning schedule for the work site, or when the site had last been inspected before the accident”]).

Accordingly, the branches of the remaining Defendants’ and Third-Party Defendants’ seeking summary judgment of Plaintiff’s Labor Law § 200 and common law negligence claims are denied.

Contractual indemnification and Breach of Contract

Third-Party Defendants do not file any opposition to that portion of the remaining Defendants’ motion seeking summary judgment as to contractual indemnification and breach of contract in favor of New York City Housing Authority and Mill Brook Housing Development Fund Company, Inc. Accordingly, that branch of the motion by the remaining Defendants seeking contractual indemnification and breach of contract against Third-Party Defendants is **Granted without opposition**

The court has considered the additional contentions of the parties not specifically addressed herein. To the extent that any relief requested by any movant was not addressed by the court, it is hereby denied.

Accordingly, it is hereby

ORDERED, that the Third-Party Defendants Procida Construction Corp., Procida Construction Co., LLC, Alvin H. Butz Inc., motion (seq #3) is **GRANTED TO AN EXTENT**; and it is further

ORDERED, that the branch of motion seeking dismissal of plaintiff’s Labor Law §240(1) is **Denied**; and it is further

ORDERED, that the branch of motion seeking dismissal of plaintiff's claims pursuant to Labor Law §241(6), more specifically as to Industrial Codes §23-1.28(a) and §23-1.28(b) is **Denied**; and it is further

ORDERED, that branch of motion seeking dismissal of plaintiff's claims pursuant to Labor Law §241(6), more specifically as to Industrial Codes §23-1.5[c](1); §23-1.5[c](2); §23-1.33(a)(1); §23-1.33(a)(3); §23-1.33(d)(1) and §23-2.1(b) is **GRANTED**; and it is further

ORDERED, that plaintiff's claims pursuant to Labor Law §241(6), more specifically as to Industrial Codes §23-1.5[c](1); §23-1.5[c](2); §23-1.33(a)(1); §23-1.33(a)(3); §23-1.33(d)(1) are and §23-2.1(b) are **DISMISSED**; and it is further

ORDERED, that the branch of motion seeking dismissal of Plaintiff's claims pursuant to Labor Law §200/common law negligence is **DENIED**; and it is further

ORDERED, that Second-Third-Party defendant Queens County Carting Inc.,'s motion (seq #4) is hereby **GRANTED**; and it is further

ORDERED, that the Second Third-Party Complaint against Second Third-Party Defendant, Queens County Carting Inc., is hereby **DISMISSED**; and it is further

ORDERED, that Defendants, The City of New York, New York City Housing Authority, and Mill Brook Housing Development Fund Company Inc. motion seq #5 for summary judgment against Plaintiff is **GRANTED TO AN EXTENT**; and it is further

ORDERED, that plaintiff's claims against the defendant The City of New York are hereby **DISMISSED**; and it is further

ORDERED, that the branch of motion seeking dismissal of plaintiff's Labor Law §240(1) is **Denied**; and it is further

ORDERED, that the branch of motion seeking dismissal of plaintiff's claims pursuant to Labor Law §241(6), more specifically as to Industrial Codes §23-1.28(a) and §23-1.28(b) is **Denied**

ORDERED, that branch of motion seeking dismissal of plaintiff's claims pursuant to Labor Law §241(6), more specifically as to Industrial Codes §23-1.5[c](1); §23-1.5[c](2); §23-1.33(a)(1); §23-1.33(a)(3); §23-1.33(d)(1) and §23-2.1(b) is **GRANTED**; and it is further

ORDERED, that plaintiff's claims pursuant to Labor Law §241(6), more specifically as to Industrial Codes §23-1.5[c](1); §23-1.5[c](2); §23-1.33(a)(1); §23-1.33(a)(3); §23-1.33(d)(1) are and §23-2.1(b) are **DISMISSED**; and it is further

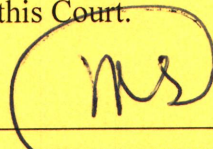
ORDERED, that the branch of motion seeking dismissal of plaintiff's Labor Law §200 and common law negligence claims are **DENIED**; and it is further

ORDERED, that the branch of the defendants motion seeking contractual indemnification and breach of contract for failure to procure insurance in favor of New York City Housing Authority and Mill Brook Housing Development Fund Company Inc., and against Procida Construction Corp., Procida Construction Co., LLC and Alvin H. Butz Inc., is **GRANTED**; and it is further

ORDERED that the movants of each motion shall serve a copy of the Order with Notice of Entry upon all parties within twenty (20) days of the date this Decision and Order.

This constitutes the Decision and Order of this Court.

Dated: March 21, 2025



HON. MYRNA SOCORRO, J.S.C.