

Adaman v Park 65th Assoc., L.P.

2025 NY Slip Op 32711(U)

July 17, 2025

Supreme Court, New York County

Docket Number: Index No. 156314/2019

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 INDEX NO. 156314/2019

BARA ADAMAN,
Plaintiff,

MOTION SEQ. NO. 007

- v -

PARK 65TH ASSOCIATES, L.P., 610 PARK AVENUE
CONDOMINIUM, THE TRUMP ORGANIZATION INC. and
EVEREST SCAFFOLDING INC.,
Defendants.

**DECISION + ORDER ON
MOTION**

-----X

610 PARK AVENUE CONDOMINIUM,
Third-Party Plaintiff,

Third-Party
Index No. 595029/2020

-against-

SCHNELLBACHER-SENDON GROUP,
Third-Party Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 007) 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 233, 234, 235, 236, 237, 265, 266, 267

were read on this motion to/for

SUMMARY JUDGMENT

The relevant facts of this case are as follows: Based on the pleadings and a notice to admit, plaintiff was allegedly injured on May 8, 2019, when he “fell from a hanging scaffold or ‘rig’” while performing work at the jobsite located at 610 Park Avenue, New York, New York (the, “premises”) (NYSCEF Doc. No. 1, *summons and complaint*; 28, *notice to admit*), which is owned by defendants 610 PARK AVENUE CONDOMINIUM (“610 Park Condo”) and managed by THE BOARD OF MANAGERS OF 610 PARK AVENUE (“610 Park Board”) (collectively, the “610 Park defendants”).

Plaintiff commenced this action by summons and complaint, asserting negligence and claims based on violations of Labor Law §§ 200, 240(1) and 241(6) (NYSCEF Doc. No. 1). In a bill of particulars dated July 2, 2020, plaintiff alleged that defendants violated New York Industrial Code Sections 23-1.16; 23-1.17; and 23-5. (NYSCEF Doc. No. 245). 610 Park Condo commenced a third-party action against SCHNELLBACHER-SENDON GROUP (“SSG”), plaintiff’s employer, asserting a claim for contractual indemnification based on an agreement executed by the parties on or about June 21, 2017, as well as, a claim for failure to procure and/or maintain coverage (NYSCEF Doc. No. 208, *third-party complaint*).

The 610 Park defendants now move the court, pursuant to CPLR 3212, for an order granting summary judgment in their favor and dismissing plaintiff’s complaint in its entirety.

Additionally, 610 Park Condo seeks an order granting it summary judgment on its third-party claim for contractual indemnification against SSG or, at a minimum, awarding 610 Park Condo conditional contractual indemnification against SSG (NYSCEF Doc. No. 200, *notice of motion*).

The 610 Park defendants argue that they are entitled to dismissal of plaintiff's claims under Labor Law § 200 and common law negligence because, to the extent plaintiff's accident was due to a dangerous condition on the premises, any such condition has not been identified, it was not created by 610 Park, nor did they have notice of it. Specifically, the 610 Park defendants argue that other than hire plaintiff's employer, SSG, they were not involved in plaintiff's work and did not supervise or control the means and methods of plaintiff's work with SSG. Further, they argue that plaintiff's Labor Law § 240(1) claim must be dismissed because plaintiff was the sole proximate cause of his own accident. According to the 610 Park defendants, plaintiff refused to secure the scaffold in contravention of safety protocol and despite available equipment, causing his accident. Additionally, the 610 Park defendants argue that, to the extent plaintiff asserts a Labor Law § 241(6) claim, premised on alleged violations of Industrial Code Sections §§ 23-1.16; 23-1.17; and 23-5, said provisions are inapplicable and, thus, do not lie. Lastly, 610 Park Condo contends it is entitled to summary judgment on its claim for contractual indemnification because there is no proof that it was negligent in causing plaintiff's injuries. If, *arguendo*, this court were to find that there is an issue of fact as to 610 Park Condo's active negligence, it argues that, at a minimum, conditional contractual indemnification against SSG is warranted (NYSCEF Doc. No. 201, *Meade IV aff.*).

The 610 Park defendants submit, *inter alia*, the deposition testimony of plaintiff. Plaintiff testified that the scaffold he was working on began shaking while he was handling heavy metal material, causing him to fall approximately ten (10) feet off the scaffold onto the ground below. Plaintiff denied receiving any work training prior to working with SSG. He further testified that although the subject scaffold had a railing in the front, it did not have a railing in the rear of the scaffold, and he fell between the building's exterior wall and the scaffold. Plaintiff was wearing a harness at the time of his alleged fall, which he claims was attached to a "locking mechanism." Although the lock system was supposed to prevent a worker from falling, it is plaintiff's testimony that the locking mechanism failed to "lock" as intended. According to plaintiff, SSG instructed him to wear a hard hat, harness, and gloves. Plaintiff also claims he was never made aware of any anchors to tie the scaffold to the wall. Plaintiff denied ever having any interaction with anyone that represented the owner of the building and testified that, to his knowledge, no one employed by the owner of the building was present on the job site on the date of the accident (NYSCEF Doc. Nos. 213-215, *plaintiff's EBT*).

Anthony Milstein ("Milstein"), on behalf of Brown Harris Stevens, the property manager of the subject premises, testified that there were bi-weekly field meetings on site to discuss progress, scheduling, new conditions, and other housekeeping matters. However, Milstein testified that he did not go on the sidewalk bridge and that neither 610 Park Board nor Brown Harris Stevens held toolbox meetings or had any safety manager or contractor present at the building during the project. Safety issues, testified Milstein, were generally left to SSG and the engineers. He further stated that he did not recall any issue being raised with respect to the scaffold. When asked about railings installed on scaffolding, Milstein testified that "generally, there are supposed to be [railings]" (NYSCEF Doc. No. 216, *Milstein EBT*).

Jesus Sendon (“Sendon”), the vice president of SSG, testified, *inter alia*, that there were daily toolbox meetings where safety instructions were discussed. Pro Safety, a site safety company, performed walkthroughs of the job site. He further testified that, on the date of the accident, it was discussed that the scaffold had to be secured to the wall. Specifically, he testified that plaintiff did not follow the proper protocol, which required him to “[b]ring the scaffold down, stop it right before the trash bin enclosure, and then anchor the scaffold to the wall.” According to Sendon, plaintiff failed to “tie it” and “clip it to the wall with a fastener.” Sendon also testified that the harnesses were inspected daily by the foreman, Jose Antonio. However, Sendon conceded that he was not present during said meeting. Rather, he testified that the information as to what was discussed at the meeting that morning was related to him by Antonio and that he was not present during the inspection of the harnesses. (NYSCEF Doc. No. 217, *Sendon EBT*).

Jose Antonio Chavarria (“Chavarria”), the foreman for SSG, testified, among other things, that his tasks included ensuring that all employees had all necessary equipment and that they were performing their job safely. Chavarria testified that plaintiff was required to check his harness, his rope grab, his lanyard, and his personal equipment. Chavarria affirmed to inspecting plaintiff’s equipment every two weeks, although he could not recall the last time he inspected the materials. His testimony was that he inspected the scaffold on the morning prior to the accident. Chavarria further stated that plaintiff was responsible for inspecting the rig of the scaffolding. Pro Safety never identified any problems at the job site before May 8, 2019, testified Chavarria. He also averred that, during toolbox meetings, workers were provided safety instructions, which included making sure that they had their hard hats, to make sure that they hook up, and that they “tie everything on the scaffold.” He could not recall giving a toolbox talk on the date of the accident. According to Chavarria, when he reported the accident, plaintiff did not say he fell off the scaffold. Instead, he said he was hit by a beam (NYSCEF Doc. No. 218, *Chavarria EBT*).

Plaintiff opposes the motion, arguing that the 610 Park defendants fail to meet their *prima facie* entitlement to dismissal of the claims premised on Labor Law §§ 240(1), 241(6), and 200/common-law negligence. Plaintiff argues that the entirety of the 610 Park defendant’s motion rests on the testimony of Chavarria, who claims to have instructed plaintiff to secure the scaffold to the wall. However, plaintiff maintains that there were no devices to protect him while working on the suspended scaffold, insofar as defendants failed to provide safety railings and tie ins. Plaintiff also claims that it was his testimony that he was never made aware of any anchors to tie the scaffold to the wall. As such, he maintains that there is, at the very least, issues of fact remain that preclude the granting of summary judgment.

Addressing the Labor Law § 200 claim, plaintiff argues that the 610 Park defendants fail to submit any proof that they did not create or have actual or constructive notice of the dangerous and defective suspended scaffold. Here, argues plaintiff, allegations of a violation of Labor Law § 200 is premised on both defects in the premises and the manner in which the work was performed. Plaintiff maintains that defendants fail to offer any evidence as to how long the conditions were present at the premises and when the premises were last inspected. Further, according to plaintiff, defendants have already conceded, via the testimony of Milstein, that the scaffolding should have had railings and that walk throughs of the premises were conducted;

thus, plaintiff represents that defendants knew or should have known of the dangerous and defective condition of the scaffold that plaintiff was working on at the time of the incident.

As it relates to the Labor Law § 241(6) claim, plaintiff contends that “[d]efendants’ failure to ensure that the chain block was adequate to support the hoist establishes their violation of Industrial Code Section 23-5.8(g)” (NYSCEF Doc. No. 236, *plaintiff’s opposition*)

In support of its opposition, plaintiff submits the affidavit of his expert, Kathleen Hopkins, R.N., CSSM, a certified site safety manager, who opines, *inter alia*, that plaintiff was directed to work on a two-point suspended scaffold erected on the back of the building, which contained a safety railing on the front length but had no safety railing on the back length that was next to the building’s exterior wall. Although plaintiff was wearing a safety harness with the lanyard connected by a rope grab anchored to the hanging lifeline, Hopkins states that the rope grab failed to lock and, thus, did not prevent plaintiff from falling. Hopkins avers that in her opinion, to a reasonable degree of professional certainty, plaintiff’s injuries on May 8, 2019, were caused by defendant’s violation of Labor Law § 240(1) (NYSCEF Doc. No. 237).

As it relates to that branch of the motion seeking summary judgment on the contractual indemnification claim in favor of 610 Park Condo against SSG, SSG submits opposition, arguing that there is no proof that it was negligent in its performance of work at the subject construction project. The proof shows, argues SSG, that plaintiff was an experienced laborer who was trained and certified to operate a scaffold. He had performed the same work of loading materials onto a suspended scaffold prior to the alleged incident, without incident, argues SSG. Relying on the deposition testimony of Sendon, Vice President of Operations for SSG, and Chavarria, SSG’s foreman, SSG submits that it held daily toolbox meetings prior to commencing work, where they discussed the work to be performed and the procedure for the proper use of the scaffold. Plaintiff was specifically instructed to anchor the scaffold to the wall prior to loading materials onto the scaffold but nevertheless ignored the instructions given to him on the date of the accident. SSG also posits that, according to Sendon and Chavarria’s testimony, SSG conducted daily inspections of the work equipment, including the harness and scaffold. The site safety company for the construction project, Pro Safety, also never found any issues with respect to SSG’s work at the jobsite. Thus, SSG maintains that there is no proof that its work was performed negligently to the trigger the contractual indemnification provision in the agreement between SSG and 610 Park.

If this court were to find that plaintiff was not the sole proximate cause of his own injuries, SSG argues that 610 Park Condo is nevertheless not entitled to contractual indemnification because it has failed to make a *prima facie* showing that it is free from negligence. It contends that bi-weekly meetings were held at the jobsite at least once a week, where the building members, its engineer, and the engineer’s project manager were present. SSG also argues that issues of fact exist as to whether 610 Park Condo caused and/or contributed to the accident for the following reasons: since access was not available through the building’s apartments, 610 Park informed SSG that SSG employees would have to find another way to install the scaffolding bridge at the back of the building; Pro-Safety was hired by 610 Park Condo; 610 Park Condo maintained a presence on the jobsite and retained some oversight and

decision making with respect to the means and methods of the work performed (NYSCEF Doc. No. 235, *memo of law in opposition*).

In reply, the 610 Park defendants argue that plaintiff and SSG fail to raise an issue of fact sufficient to defeat their motion for summary judgment. As it relates to the Labor Law § 200 claim, they argue that there is no proof of a dangerous condition. Even if, *arguendo*, this court were to find that there was a dangerous condition at the premises, the 610 Park defendants nevertheless maintain that they did not create any such dangerous condition nor did they have actual or constructive knowledge of same. According to the 610 Park defendants, there is no evidence to support plaintiff's claim that they had a duty to inspect the scaffold upon which plaintiff was working, claiming that Milstein's site visits were limited to meetings with the resident manager's office, that all safety issues were left to SSG, and that Milstein specifically testified that he was not allowed to go on the scaffold or the sidewalk bridge. To the extent plaintiff relies on the testimony of Milstein to argue that the scaffold was supposed to have a railing, the 610 Park defendants argue that plaintiff misconstrues Milstein's testimony, which was in reference to scaffolds generally and not specific to the scaffold at issue. The Labor Law § 240(1) must also be dismissed, argues the 610 Park defendants, because plaintiff was the sole proximate cause of his own injuries, given his failure to secure the scaffold as instructed. As for Labor Law § 241(6), the 610 Park defendants argue that dismissal of the claims premised on Industrial Code sections § 23- 1.16; § 23-1.17; and § 23-5 is unrebutted by plaintiff. Rather, plaintiff raises, for the first time in opposition to the motion, an alleged violation of § 23-5.8(g). Inasmuch as this claim was not part of the pleadings, the 610 Park defendants argue that liability under Labor Law § 241(6) cannot be imposed and, thus, same must be dismissed (NYSCEF Doc. No. 265, *reply affirmation*).

In a motion for summary judgment, the movant bears the initial burden of presenting affirmative evidence of its *prima facie* entitlement to summary judgment, producing sufficient evidence to demonstrate the absence of any material issue of fact. (See *Sandoval v Leake & Watts Servs., Inc.*, 192 AD3d 91, 101 [1st Dept 2020]; *Reif v Nagy*, 175 AD3d 107, 124-125 [1st Dept 2019]; *Cole v Homes for the Homeless Inst., Inc.*, 93 AD3d 593, 594 [1st Dept 2012].) "Once this showing has been made, the burden shifts to the nonmoving party to produce evidentiary proof in admissible form sufficient to establish the existence of material issues of fact that require a trial for resolution." (*Giuffrida v Citibank Corp.*, 100 NY2d 72, 81 [2003].)

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 & 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]; see *Narducci v Manhasset Bay Assoc.*, 96 NY2d 259, 267 [2001]). Therefore, section 240 (1) “does not cover the type of ordinary and usual peril to which a worker is commonly exposed at a construction site” (*Buckley v Columbia Grammar & Preparatory*, 44 AD3d 263, 267 [1st Dept 2007]). Thus, to prevail on a Labor Law § 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]).

The motion seeking dismissal of Labor Law § 240(1) is denied because the 610 Park defendant’s own proof fails to establish, as a matter of law, that plaintiff was the sole proximate cause of his own injuries since issues of fact exist as to the adequacy of the safety protections provided. Although the 610 Park defendants maintain that plaintiff was instructed to secure the scaffold to the wall on the morning of the accident, plaintiff testified that he was not made aware of any other safety devices to anchor the scaffold to the wall, raising an issue as to credibility that cannot be properly resolved in a motion for summary judgment (see *Ferrante v American Lung Assn.*, 90 NY2d 623, 631 [1997]). In light of plaintiff’s testimony that he did not receive any work training prior to working with SSG; that he was only instructed to wear a hard hat, a harness, and gloves; that the subject scaffold did not include a railing on the rear side of the scaffold, causing him to fall between the building’s exterior wall and the scaffold; and that the locking mechanism attached to the harness failed to “lock” to prevent his fall as intended, denial of that branch of the 610 Park defendants’ motion seeking dismissal of the claim pursuant to Labor Law § 240(1) is warranted (see *Harris v City of New York*, 83 AD3d 104, 110 [1st Dept 2011]; *DaSilva v Toll GC LLC*, 224 AD3d 540, 541 [1st Dept 2024]).

Under Labor Law § 200, “[w]here a claim under Labor Law § 200 is based upon alleged defects or dangers arising from a subcontractor’s methods or materials, liability cannot be imposed on an owner or general contractor unless it is shown that it exercised some supervisory control over the work” (*Hughes v. Tishman Constr. Corp.*, 40 AD3d 305, 306 [1st Dept 2007], *Ross v Curtis-Palmer Hydro-Elec. Co.*, 81 NY2d 494, 505 [1993]). However, [g]eneral supervisory authority is insufficient to constitute supervisory control; it must be demonstrated that the contractor controlled *the manner in which the plaintiff performed his or her work*, i.e., how the injury-producing work was performed” (*Hughes v. Tishman Constr. Corp.*, 40 AD3d at 306). Here, this court finds that the 610 Park defendants have established their *prima facie* entitlement to summary judgment dismissing the Labor Law § 200 and negligence claims against them because there is no proof that the 610 Park defendants supervised or controlled the means or methods of plaintiff’s work with SSG. Instead, based on the proof elicited, SSG was responsible for site safety and plaintiff received his instructions directly from Chavarria, SSG’s foreman. Plaintiff also testified that he never interacted with any representative of the owner of the building. To the extent plaintiff relies on Milstein’s presence at the work site to argue supervision and/or control over his work, the argument lacks merit inasmuch as it is well-settled that “mere presence of an owner at the work site, even if indicative of a general right of inspection, does not create an inference of supervisory control” (*Rivera v Ambassador Fuel & Oil Burner Corp.*, 45 AD3d 275, 276 [1st Dept 2007], citing *Philbin v A.C. & S., Inc.*, 25 AD3d 374 [2006]; see *Haider v Davis*, 35 AD3d 363, 827 NYS2d 179 [2006] [“the owner’s general supervision of the project, which consisted mostly of inspections and admonitions to hurry the

work, was insufficient to raise a triable issue of fact as to the owner's liability under Labor Law § 200 or based on common-law principles"). Accordingly, that claim is hereby dismissed.

Plaintiff failed to oppose that branch of the motion seeking dismissal of Labor Law § 241(6) premised on industrial code violations pursuant to sections 23-1.16; 23-1.17; and 23-5, therefore, these claims are deemed abandoned (see *D'Angelo v Legacy Yards Tenant LLC*, 237 AD3d 607, 608 [1st Dept 2025]). However, given this court's decision and order deciding Mot. Seq. 009, which granted plaintiff's request to amend his bill of particulars to add a claim under Industrial Code § 2305.8(g), plaintiff still has a viable Labor Law § 241(6) claim premised on the newly added Industrial Code provision.

Turning to that branch of the motion seeking summary judgment against SSG on the counterclaim for contractual indemnification, the relevant provision in the agreement between 610 Park Condo and SSG provides as follows:

"To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, Managing Agent, and agents and employees of any of them (each an "Indemnified Party") from and against all losses, damages, liabilities, actions, causes of action, claims, demands, fines, penalties, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and disbursements (collectively, the "Damages") for death or injury to any person or damage to any property arising out of (a) *any negligent acts or omissions in connection with the Work or the performance of same by Contractor, its Subcontractors (of any tier), suppliers, materialmen and/or any of their employees, agents, servants, or invitees (collectively, the "Contractor Parties")*, (b) negligent or willful acts of any Contractor Parties, including without limitation, theft or vandalism by such person, (c) the violation of any Legal Requirement by any Contractor Party, (d) soil or other damage to entrances, hallways, facades or other portions of the building caused by any of the Contractor Parties; *provided however that the foregoing indemnity shall not cover liability for Damages to the extent such Damages arise out of the negligence, misconduct or breach of this Agreement by an indemnified Party*. This indemnity shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist; and shall (along with Contractor's obligations) survive Final Completion and final payment."

It is well-settled that, "in contractual indemnification, the one seeking indemnity need only establish that it was free from any negligence and was held liable solely by virtue of the statutory liability. Whether or not the proposed indemnitor was negligent is a non-issue and irrelevant" (*Uluturk v City of NY*, 298 AD2d 233, 234 [1st Dept 2002]; see *Correia v Professional Data Mgt.*, 259 AD2d 60, 65 [1999]). Here, since there is no evidence of negligence on behalf of 610 Park Condo, this court finds that the broad language of the subject provision, requiring indemnification for "any negligent acts or omissions in connection with the Work or the performance of same by Contractor, its Subcontractors (of any tier), suppliers, materialmen and/or any of their employees, agents, servants, or invitees (collectively, the 'Contractor Parties')" is triggered by the facts here and, thus, 610 Park Condo is entitled to indemnification. Inasmuch as 610 Park Condo has established entitlement to summary judgment

on its third-party claim against SSG, that branch of the motion is granted (see *Cackett v Gladden Props., LLC*, 183 AD3d 419, 422 [1st Dept 2020]; *Ramirez v Almah, LLC*, 169 AD3d 508, 509 [1st Dept 2019]; *Landgraff v 1579 Bronx Riv. Ave., LLC*, 18 AD3d 385, 387 [1st Dept 2005]). Accordingly, it is hereby

ORDERED that that branch of the motion of 610 PARK AVENUE CONDOMINIUM and THE BOARD OF MANAGERS OF 610 PARK AVENUE, seeking dismissal of plaintiff's Labor Law § 240(1) claim is denied; and it is further

ORDERED that branch of the motion of 610 PARK AVENUE CONDOMINIUM and THE BOARD OF MANAGERS OF 610 PARK AVENUE, seeking dismissal of plaintiff's Labor Law § 241(6) claim is granted solely to the extent it relies on alleged violations of Industrial Code violations sections 23-1.16; 23-1.17; and 23-5, but a claim pursuant to section 2305.8(g) remains; and it is further

ORDERED that that branch of the motion of 610 PARK AVENUE CONDOMINIUM and THE BOARD OF MANAGERS OF 610 PARK AVENUE, seeking dismissal of plaintiff's Labor Law § 200 and negligence claim is granted; and it is further

ORDERED that that branch of the motion of 610 PARK AVENUE CONDOMINIUM and THE BOARD OF MANAGERS OF 610 PARK AVENUE, seeking summary judgment on its contractual indemnification claim against SCHNELLBACHER-SENDON GROUP in favor of 610 PARK AVENUE CONDOMINIUM, is granted; and it is further

ORDERED that, within twenty (20) days after this decision and order is uploaded to NYSCEF, counsel for 610 PARK AVENUE CONDOMINIUM and THE BOARD OF MANAGERS OF 610 PARK AVENUE shall serve a copy of this decision and order, with notice of entry, upon all parties, as well as the Clerk of the Court, who shall enter judgment accordingly; and it is further

ORDERED that service upon the Clerk of the Court shall be made in accordance with the procedures set forth in the *Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases* (accessible at the "E-Filing" page on the court's website at the address www.nycourts.gov/supctmanh).

July 17, 2025


HON. VERNA L. SAUNDERS, JSC

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	DENIED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	<input type="checkbox"/>	OTHER
APPLICATION:	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>		<input checked="" type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	
CHECK IF APPROPRIATE:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>		<input type="checkbox"/>	SUBMIT ORDER	<input type="checkbox"/>	
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