

Welsh v Showtime on the Piers, LLC

2025 NY Slip Op 34832(U)

December 15, 2025

Supreme Court, New York County

Docket Number: Index No. 152068/2019

Judge: Sabrina Kraus

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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. SABRINA KRAUS PART 57M

Justice

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ANDREW WELSH,

Plaintiff,

- v -

SHOWTIME ON THE PIERS, LLC, THE ARMORY SHOW, INC., METROMULTIMEDIA SERVICES, INC., MERCHANDISE MART PROPERTIES, INC., VORNADO REALTY TRUST, CMC CONTRACTING, LLC, PIERS 92/94 LLC, ABC BUSINESS ENTITY, LESSEE OF THE SUBJECT PREMISES, DEF BUSINESS ENTITY, OWNER OF THE SUBJECT PREMISES, GHI BUSINESS ENTITY, GENERAL CONTRACTOR, XYZ BUSINESS ENTITY, CONTRACTOR

Defendants.

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INDEX NO. 152068/2019
MOTION DATE 09/03/2025, 09/03/2025
MOTION SEQ. NO. 004 005

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 004) 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 95, 97, 100, 104

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

The following e-filed documents, listed by NYSCEF document number (Motion 005) 59, 60, 61, 62, 63, 64, 65, 66, 67, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 96, 101, 105

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

BACKGROUND

Plaintiff commenced this action to recover damages arising out of personal injuries sustained during a February 29, 2016, workplace accident.

FACTS

On December 2, 2015, Merchandise Mart Properties, Inc. (“Merchandise”) executed an agreement with Showtime on the Piers, LLC (“Showtime”) for Showtime to serve as the contractor for a build-out of the infrastructure for an art fair (“the Art Fair”) taking place at the riverfront property of Piers 92/94 LLC (“Piers”) located at 711 12th Avenue, New York, New

York 10019 (“the Venue”) (NYSCEF Doc No. 65, at 1 [PDF pagination]; NYSCEF Doc No. 64, at 41, 45 [“Merchandise Deposition”]). The agreement provided that Showtime would furnish electrical labor for the Art Fair (NYSCEF Doc No. 65, at 1 [PDF pagination]). Merchandise owned The Armory Art Show, Inc., and either or The Armory Art Show, Inc. rented the Venue for the Art Fair from Piers (Merchandise Deposition at 32–33; 44–45).

The following facts are undisputed based on the record before the Court.

On February 29, 2016, Plaintiff worked as an electrician for the Art Fair under the employment of Port Parties, the former alter-ego of Showtime. Large and movable exhibition walls were to be installed at the Art Fair where vendors could display their artwork to passersby. The exhibition walls were set up by the Construction Union of New York City, a subcontractor of Plaintiff’s employer. Anthony Marino, the president of the Construction Union of New York City, set up the art wall (“Art Wall”) into which Plaintiff was tasked with installing two 72-inch monitors, around twenty speakers, and a power distributor box.

Plaintiff testified that the exhibition walls were usually secured to the ground with floor anchors and affixed to beams on the ceiling with overhead cables (NYSCEF Doc No. 64 [“Plaintiff Deposition”] at 41–42). Plaintiff testified that the Art Wall was neither anchored to the ground nor affixed to the ceiling with overhead cables (*id.* at 34). Plaintiff testified that he set up his equipment near the Art Wall and rolled the two monitors up to the wall’s base (*id.*). As he stood near the base of the Art Wall but before he started working, the Art Wall suddenly tipped over and began to fall (*id.*). Plaintiff testified that he put up his hands to stop the Art Wall’s descent, but the wall struck him on the head, knocked him unconscious and landed atop his body (*id.*; NYSCEF Doc No. 66, at 3 [PDF pagination]).

Conflicting testimony exists as to whether Merchandise, The Armory Show, Inc., or Showtime possessed direct supervisory authority over the means and methods of Plaintiff's work.

PENDING MOTIONS

On October 3, 2025, Merchandise Mart Properties, Inc., The Armory Show, Inc., Vornado Realty Trust, and Piers 92/94 moved for an order granting summary judgment (mot. seq. 004) to dismiss Plaintiff's claims based in common-law negligence and violations of Labor Law §§ 200, 240(1), and 241(6), and also for contractual indemnity, common-law indemnity, breach of contract, and contribution against third-party defendants Showtime on the Piers, LLC, Metromultimedia Services, Inc., and CMC Contracting, LLC.¹

On October 3, 2025, Plaintiff moved for an order granting summary judgment (mot. seq. 005) on the issue of liability for his Labor Law § 240(1) against Merchandise Mart Properties, Inc.

The motions are consolidated herein and determined as set forth below.

DISCUSSION

The Parties' Motions Regarding Plaintiff's Labor Law § 240(1) Claim

Summary judgment is a drastic remedy reserved for cases when it is apparent that "no material and triable issue of fact is presented" (*Sillman v Twentieth Century-Fox Film Corp.*, 3 NY2d 395, 404 [1957]). To prevail on a motion for summary judgment, the movant must establish *prima facie* entitlement to judgment as a matter of law, tendering evidence in admissible form demonstrating the absence of any triable issues of fact (CPLR § 3212(b); *Matter of New York City Asbestos Litig.*, 33 NY3d 20, 25–26 [2019]). When the movant meets this

¹ Defendant Vornado Realty Trust has opted to be jointly represented with the moving Defendants in this action.

initial burden, summary judgment will be denied only when the nonmovant provides evidence in admissible form demonstrating the existence of triable issues of fact (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]). However, “[m]ere conclusions, expressions of hope, or unsubstantiated allegations or assertions are insufficient” to overcome a motion for summary judgment (*Justinian Capital SPC v WestLB AG*, 28 NY3d 160, 168 [2016] [alteration in original]). Courts view the evidence in a light most favorable to the nonmovant, according the nonmovant “the benefit of every reasonable inference” (*Negri v Stop & Shop, Inc.*, 65 NY2d 625, 626 [1985]).

Labor Law § 240(1) provides:

All contractors and owners and their agents . . . in the erection, demolition, repairing, altering, painting, leaning 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)).

When a breach of Section 240(1) proximately causes injury to a worker engaged in a protected activity, the statute imposes “absolute liability” against the owner and general contractor (*Melber v 6333 Main St., Inc.*, 91 NY2d 759, 762 [1998]). The statute also applies to a lessee of property who has “the right or authority to control the work site” (*Bart v Universal Pictures*, 277 AD2d 4, 5 [1st Dept 2000]). Courts construe the meaning of Section 240(1) “as liberally as may be for the accomplishment of the purpose for which it was thus framed” (*Nicometi v Vineyards of Fredonia, LLC*, 23 NY3d 90, 101 [2015], quoting *Melber v 6333 Main St., Inc.*, 91 NY2d 759, 762 [1998]).

Plaintiff’s Work Fell Under the Protection of Section 240(1) Because Plaintiff Was Either Altering The Structure Or Performing Duties Ancillary To Activity Protected By The Statute

Defendants argue that Plaintiff was not engaged in a protected activity under Section 240(1) because the exhibition walls were already installed when he began his work, exempting his

work from the “erection, demolition, repairing, altering, painting, leaning or pointing” of a structure. The Court disagrees.

Section 240(1) protects workers engaged in the “altering” of a “building or structure” (Labor Law § 240(1)). An alteration under the statute involves “making a significant physical change to the configuration or composition of the building or structure” (*Joblon v Solow*, 91 NY2d 457, 465 [1998] [emphasis removed]). Work “that affects a crucial building system” may constitute an alteration, and this work does not need to result in “a change in structural integrity” (*Mananghaya v Bronx-Lebanon Hosp. Ctr.*, 165 AD3d 117, 124 [1st Dept 2018]). However, alterations under the statute do not include “routine maintenance” or “decorative modifications” (*Saint v Syracuse Supply Co.*, 25 NY3d 117, 125 [2015], quoting *Joblon*, 91 NY2d at 465).

In *Joblon v Solow*, the Court of Appeals held that a worker installing a wired clock to the wall of a building was “altering” the building because the worker had to chisel holes in the wall and reconfigure the power supply from another room (91 NY2d at 465). The project thus involved comprehensive electrical work that represented “more than a simple, routine activity” (*id.*).

In *Saint v Syracuse Supply Co.*, the plaintiff was injured while removing an old advertisement from a billboard to later affix extensions onto the structure for a larger advertisement (*Saint*, 25 NY3d at 125–26). The Court of Appeals held that the plaintiff’s work constituted an alteration even though his work was a *prerequisite* for the actual significant change in the billboard’s structure (*id.*). The Court of Appeals contrasted the plaintiff’s situation in *Saint* with earlier decisions finding that an alteration was not significant, such as:

the changing of a lightbulb, as in the case of *Smith v Shell Oil Co.* (85 NY2d 1000, 1002 . . . [1995]), the replacement of air conditioning components damaged in the course of normal wear and tear, as in *Esposito v New York City Indus. Dev. Agency* (1 NY3d 526 . . . [2003]), household window cleaning, like that involved in *Brown v Christopher St. Owners Corp.* (87 NY2d 938, 939 . . . [1996]), or the routine,

annual inspection of an elevator in *Nagel v D & R Realty Corp.* (99 NY2d 98, 99 . . . [2002]). (*Id.* at 126 [cleaned up]).

Plaintiff was engaged in the installation of two 72-inch televisions, twenty speakers, and a power-distributor box onto the Art Wall. Plaintiff's task closely mirrored that of the worker in *Joblon*, who was also tasked with mounting electrical devices onto a wall and configuring the power supply for those devices. Moreover, Plaintiff's work was not routine like that of the cases cited by the Court of Appeals in *Saint* (see 25 NY3d at 126) [changing a lightbulb, cleaning a window or inspecting an elevator]). Accordingly, the Court holds that Plaintiff was engaged in "altering" the "structure" of the Art Wall because his work involved the installation of large electrical devices and the configuration of the Art Wall's power supply, affecting "a crucial building system" (see *Mananghaya*, 165 AD3d 117, 124 [1st Dept 2018]).

Assuming *arguendo* that Plaintiff was not altering the Art Wall because he had only set up and not yet begun installation at the time of the accident, his work nevertheless falls under the protection of Section 240(1) because the statute protects workers "employed in the enumerated acts, even while performing duties ancillary to those acts" (*Prats v Port Auth.*, 100 NY2d 878, 882 [2003]). When a worker engages in a task that is ancillary to work protected by Labor Law § 240(1), that worker is protected by the statute when the task "is 'an integral part' of the larger project" (*Mananghaya*, 165 AD3d at 123, quoting *Saint*, 25 NY3d at 126).

The Falling of The Art Wall Was An Elevation-Related Hazard

Defendants argue that the falling of the Art Wall was not an elevation-related hazard contemplated by Section 240(1). The Court disagrees.

Section 240(1) applies to both "falling worker" and "falling object" cases (*Narducci v Manhasset Bay Assoc.*, 96 NY2d 259, 267 [2001]). As explained by the Court of Appeals, the contemplated hazards in falling object cases are:

those related to the effects of gravity where protective devices are called for either because of a difference between the elevation level of the required work and a lower level or a difference between the elevation level where the worker is positioned and the higher level of the materials or load being hoisted or secured. (*Rocovich v Consolidated Edison Co.*, 78 NY2d 509, 514 [1991]).

The relevant inquiry for falling object cases is whether the “plaintiff’s injuries were the direct consequence of a failure to provide adequate protection against harm directly flowing from the application of the force of gravity to an object” (*Torres-Quito v 1711 LLC*, 227 AD3d 113, 116 [1st Dept 2024]). Further, falling object liability is not limited objects in the process of being hosted or secured (*Mercado v Caithness Long Is. LLC*, 104 AD3d 576, 577 [1st Dept 2013]).

To establish falling object liability under Section 240(1), Plaintiff must show that (1) he was struck by a falling object, (2) the object required securing for the purposes of the undertaking and (3) the lack of adequate protection proximately caused the plaintiff harm because it failed to shield the plaintiff against the falling object (*Torres-Quito*, 227 AD3d at 116, citing *Mayorquin v Carriage House Owner’s Corp.*, 202 AD3d 541, 541–42 [1st Dept 2022]).

First Department case law establishes the principle that a tall and heavy object that tips and falls onto a worker constitutes an elevation-related hazard under Labor Law § 240(1) (*see e.g. Argueta v 39 W 23rd St. LLC*, 236 AD3d 564, 565 [1st Dept 2025]; *Touray v HFZ 11 Beach St. LLC*, 180 AD3d 507, 507 [1st Dept 2020]). In *Argueta v 39 W 23rd Street LLC*, the First Department held that the plaintiff’s injury stemmed from an elevation-related hazard when a 9-to-11-foot-long and 150-pound metal pole tipped over and fell onto him (236 AD3d at 565). The First Department reasoned that the hazard was elevation-related because of “the weight and length of the post and the distance it fell” (236 AD3d at 565).

In *Touray v HFZ 11 Beach Street LLC*, the First Department similarly held that the plaintiff was entitled to summary judgment when an A-frame cart carrying eight-by-eight-foot

cement boards tipped over and fell onto him because “the elevation differential was within the purview of the statute” given “the weight and height of the cement boards on the A-frame cart” (180 AD3d 507, 507 [1st Dept 2020]).

Finally, in *Cruz v PMG Construction Group LLC*, the First Department affirmed the denial of the defendants’ motion for summary judgment when a 225-to-250 pound, 4-foot-by-10-foot window tipped over and fell onto the plaintiff (236 AD3d 402, 402–03 [1st Dept 2025]). The First Department reasoned that conflicting expert opinions as to whether the window was a “de minimis elevation risk” or whether “the glass window, when toppled, created a significant, harmful force, even over the course of a relatively short descent, that warranted securing for the purpose of the undertaking” raised triable issues of fact (*id.* at 403).

The evidence on this motion indicates that the Art Wall weighed anywhere from 300 to 700 pounds (Plaintiff Deposition at 14; NYSCEF Doc No. 66, at 2 [incident report]). Photographs submitted by Plaintiff indicate that the height of the Art Wall height was likely over double Plaintiff’s, who testified that he is six-feet tall (*see* NYSCEF Doc No. 66, at 3–4). The Art Wall’s weight far exceeded that of the pole in *Argueta*, and its height was similar to, or exceeded, that of the pole in *Argueta* and the blocks in *Touray*. Finally, unlike *Cruz*, there are no conflicting expert reports as to the degree of the gravity-related hazard created by the falling of the Art Wall, and both the height and weight of the Art Wall nevertheless exceeded that of the windows in *Cruz*.

Accordingly, the Art Wall’s tipping over and falling onto Plaintiff constituted an elevation-related hazard under Labor Law § 240(1) “[g]iven the weight and length” of the Art Wall “and the distance it fell” (*see Argueta*, 236 AD3d at 565).

Plaintiff's claim under labor Law 240(1) is Dismissed Due to The Absence Of A Causal Nexus Between Plaintiff's Injury And A Lack Or Failure Of A Device Prescribed By Labor Law § 240 (1)

Defendants argue that Plaintiff failed to establish that “his resulting injury bears any nexus to any kind of enumerated safety device under Labor Law § 240(1)” (NYSCEF Doc No. 80, at 8). Plaintiff argues in reply that the anchoring system “was meant to function as a safety device” (NYSCEF Doc No. 100, at 7).

To prevail on a falling-object claim under Section 240(1), a plaintiff must demonstrate that an object fell on the plaintiff “*because of the absence or inadequacy of a safety device enumerated in the statute*” (*Narducci v Manhasset Bay Assoc.*, 96 NY2d 259, 268 [2001]). The devices that Section 240(1) requires an owner or general contractor to furnish are

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)).

Plaintiff argues that the absence of floor anchors and overhead aircraft cables proximately caused his injury and that these devices fall under the phrase “other devices” in the statute. However, for a device to be contemplated by the statute, “it must have been put in place ‘as to give proper protection’ for the worker” (*Guallpa v Leon D. DeMatteis Constr. Corp.*, 121 AD3d 416, 418 [1st Dept 2014], quoting Labor Law § 240(1) and citing *Fabrizi v 1095 Ave. of the Ams., L.L.C.*, 22 NY3d 658, 663 [2014]).

The Court finds the case of *Honeyman v Curiosity Works, Inc.* 154 AD3d 820, 821 (2d Dept 2017) is directly on point. In *Honeyman*, the plaintiff-electrician was injured while working on a fully constructed exhibition booth that collapsed onto him (*id.* at 821). The plaintiff argued that the inadequacy of the exhibition booth’s pin-and-bracket system proximately caused his injury (*id.*). The Second Department held that the pin-and-bracket system was not a safety

device contemplated by Section 240(1) because it was meant to support the exhibition booth after it was already constructed, not to protect the plaintiff while he worked (*id.*).

The Second Department in *Honeyman* relied on *Fabrizi v 1095 Avenue of the Americas, L.L.C.* in which the Court of Appeals similarly held that a plaintiff's proposed safety device was not contemplated by Section 240(1) because the device's purpose was to "provide support for" the existing structure and "not to provide worker protection" (22 NY3d 658, 663 [2014]). In *Fabrizi*, the plaintiff, also an electrician, was injured when an electrical box fell onto him while he was working on conduit piping in the building (*id.* at 660–61). The plaintiff argued that the inadequacy of the fittings securing the electrical box into the building was the proximate cause his injury, but the Court of Appeals disagreed, ruling that the device, "which plaintiff claims was inadequate, is not a safety device 'constructed, placed and operated as to give proper protection' from the falling conduit" (*id.* at 661–62, 663, quoting Labor Law § 240(1)).

Plaintiff produces makes no claim that the floor anchors and the overhead aircraft cables he alleges should have been in place were temporary devices meant to protect workers rather than to support the Art Wall after it had been fully constructed.

"[F]or section 240 (1) to apply, a plaintiff must show more than simply that an object fell causing injury to a worker. A plaintiff must show that the object fell, while being hoisted or secured, *because of* the absence or inadequacy of a safety device of the kind enumerated in the statute" (*Narducci v Manhasset Bay Assoc.*, 96 NY2d 259, 268 [2001]). *Timmons v. Barrett Paving Materials, Inc.*, 83 A.D.3d 1473, 1474 (4th Dept., 2011). Plaintiff's claims here amount to general negligence rather than the failure to provide a safety device.

Based on the forgoing the claim pursuant to Labor Law 240(1) is dismissed.

Defendants' Motion for Summary Dismissal of Plaintiff's Labor Law § 241(6) Claim

Defendants move for summary dismissal of Plaintiff's Labor Law § 241(6) claim, and Plaintiff does not oppose this portion of defendants' motion (*see* NYSCEF Doc No. 99). The Court grants Defendants' motion to dismiss Plaintiff's Section 241(6) claim arising out of violations of the Industrial Code as abandoned because Plaintiff neither defended this claim on the Defendants' motion nor did he ask for summary judgment on it in his own (*see Kempisty v 246 Spring St., LLC*, 92 AD3d 474, 475 [1st Dept 2012] ["Where a defendant so moves [for summary judgment], it is appropriate to find that a plaintiff who fails to respond to allegations that a certain section is inapplicable or was not violated be deemed to abandon reliance on that particular Industrial Code section."]).

Defendants' Motion for Summary Dismissal of Plaintiff's Labor Law § 200 and Common-Law Negligence Claims

Defendants move for summary dismissal of Plaintiff's Labor Law § 200 and common-law negligence claims because they lacked supervisory authority over the worksite.

An owner or general contractor is not liable under Labor Law § 200 or for negligence "for injuries that arise out of the manner or method of work unless it had the authority to supervise or control that work" (*Fiorentino v Atlas Park LLC*, 95 AD3d 424, 426 [1st Dept 2012]; *see also Leveron v Prana Growth Fund I, L.P.*, 181 AD3d 449, 451 [1st Dept 2020] [*dismissing plaintiff's Section 200 and negligence claims as against the owner and general contractor because the means and methods of the plaintiff's work were controlled solely by the plaintiff's employer*]). General supervisory authority will be "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 305, 306 [1st Dept 2007] [emphasis in original]).

Defendants cite testimony from Plaintiff that Anthony Marino, the construction foreman for the site, and Plaintiff’s employer were responsible for supervising the construction of the exhibition walls. Defendants also cite testimony from Plaintiff stating that the firm responsible for actually securing the walls was the Construction Union of New York, Anthony Marino’s employer (*see* NYSCEF Doc No. 63, at 39). Further, Glenn Charles, Jr., the corporate representative for Merchandise, testified that the general contractor hired to build the infrastructure for the Art Fair was Plaintiff’s employer, Showtime (NYSCEF Doc No. 64, at 39–40). Defendants have thus made out a *prima facie* case that they lacked supervisory authority over Plaintiff’s work.

In opposition, Plaintiff raises the same section of his testimony referenced by the Defendants which states that The Armory Show, Inc. and Merchandise Mart had the responsibility to “make sure the construction people did their job right” regarding the walls’ being secured, implying that they had supervisory authority over conditions relevant to Plaintiff’s work (Plaintiff Deposition at 40–41). Plaintiff also raises the testimony of Glenn Charles stating that he would manage “the day-to-day activities relative to going from a blank piece of concrete to moving in all the art and supporting the galleries, putting their works on the wall We managed every aspect of the behind the scenes to get the show open” (NYSCEF Doc No. 64, at 36).

The Court thus denies Defendants’ motion to dismiss Plaintiff’s common-law negligence and Section 200 claim because questions of fact exist as to whether The Armory Show, Inc. or

Merchandise Mart had supervisory authority over Plaintiff's work in the inspection of the Art Wall.

Defendants' Cross-Claims for Contractual Indemnification, Common-Law Indemnification and Breach of Contract

Defendants (hereinafter "Third-Party Plaintiffs") seek summary judgment on their cross-claims for contractual indemnification, common-law indemnification, breach of contract and contribution against defaulting defendants Showtime on the Piers, LLC, Metromultimedia Services, Inc., and CMC Contracting LLC (hereinafter "Third-Party Defendants"). The Court denies their motion for the reasons set forth below.

CPLR § 3212 provides, "Any party may move for summary judgment in any action, *after issue has been joined*" (CPLR § 3212(a) [emphasis added]). The Court of Appeals mandates that the rule barring a pre-joinder motion for summary judgment "is strictly applied" (*SHG Resources, LLC v SYTR Real Estate Holdings LLC*, 201 AD3d 610, 610 [1st Dept 2022], citing *Rochester v Chiarella*, 65 NY2d 92, 101 [1985]).

As stated above, Third-Party Plaintiffs obtained default judgments in this action against Third-Party Defendants. Third-Party Plaintiffs' appropriate measure of damages would be assessed at an inquest pursuant to CPLR § 3215(b) after the conclusion of a trial awarding damages for Plaintiff. The Court thus denies the Third-Party Plaintiffs' motion for summary judgment because issue has not been joined as against the Third-Party Defendants.

CONCLUSION

Accordingly, it is hereby:

ORDERED that the motion of Andrew Welsh (mot. seq. 004) is denied; and it is further

ORDERED that the motion of The Armory Show, Inc.; Merchandise Mart Properties, Inc.; Vornado Realty Trust; and Piers 92/94 LLC (mot. seq. 005) is granted to the extent of

dismissing Plaintiff’s Labor Law § 241(6) and 240(1) claims, but it is otherwise denied; and it is further

ORDERED that all other requests for relief are denied; and it is further

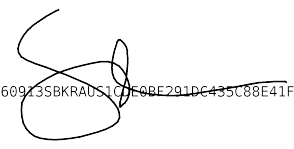
ORDERED that, within twenty (20) days from the entry of this order, the parties submit a stipulation changing the caption of the action to remove the alphabetized names and designations for business entities that have since been identified; and it is further

ORDERED that, within twenty (20) days from entry of this order, defendants shall serve a copy of this order with notice of entry on the Clerk of the General Clerk’s Office (60 Centre Street, Room 119, New York, NY 10007); and it is further

ORDERED that the parties appear for a virtual pretrial conference before the Court on January 27, 2026 at 11:00 am; and it is further

ORDERED that such service upon the Clerk 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).

This constitutes the decision and order of this Court.



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12/15/2025
DATE

SABRINA KRAUS, J.S.C.

CHECK ONE:

CASE DISPOSED
 GRANTED DENIED

NON-FINAL DISPOSITION
 GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE