

TJ PRP LLC v Rag & Bone Holdings LLC
2018 NY Slip Op 31880(U)
August 6, 2018
Supreme Court, New York County
Docket Number: 652569/2017
Judge: Andrea Masley
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SUPREME COURT OF THE STATE OF NEW YORK

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TJ PRP LLC,

Plaintiff,

- v -

RAG & BONE HOLDINGS LLC, RAG & BONE INDUSTRIES LLC,
MARCUS WAINWRIGHT, DAVID NEVILLE, and ANDREW ROSEN,

Defendants.

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INDEX NO.
652569/2017

MOTION DATE
02/05/2018

MOTION SEQ. NO.
002

DECISION AND ORDER

The following e-filed documents, listed by NYSCEF document number (Motion 002)
33, 34, 35, 36, 37, 38, 39
were read on this motion DISMISS

MASLEY, J:

Defendants Rag & Bone Holdings LLC (RBH), Rag & Bone Industries LLC (RBI),
Marcus Wainwright, David Neville, and Andrew Rosen move, pursuant to CPLR 3211
(a) (7), to dismiss the second, fourth, fifth, and sixth causes of action, and to strike the
request for punitive damages, in the amended complaint of plaintiff TJ PRP LLC (TJ
PRP).

Background

The following factual allegations are taken from TJ PRP's February 10, 2018 amended complaint and attached exhibits.

RBH is a clothing company of which Wainwright is CEO and a member of the LLC, Rosen is a member, and Neville is former co-CEO and also a member. RBI is a wholly-owned subsidiary of RBH.

TJ PRP is a limited liability company established by footwear designer Tull Price in 2008 for the purpose of joining RBH in the formation of Rag & Bone Footwear LLC (RBF), the company that was created to serve as the footwear-branch of RBH's branded product line. RBF was formed through the execution of three principal agreements in 2007, each of which was amended in 2012: the amended and restated operating agreement of RBF (Operating Agreement); the amended consulting agreement between TJ PRP and RBH (consulting agreement); and the management services agreement between RBF and RBI (Management Agreement) (collectively, the Agreements) (see TJ PRP's amended complaint [compl.] and exhibit [ex] A, B, C). Through the Agreements, TJ PRP would contribute footwear design, sourcing, manufacturing expertise, and contacts, and RBH would contribute its brand and trademarks, and—through its subsidiary, RBI—financial and accounting services to the RBF venture (TJ PRP's ex A [Operating Agreement]; ex C [Management Agreement]). RBH, 75% equity interest holder, and TJ PRP, 25% equity interest holder, were the sole members of RBF.

As the managing member, RBH was authorized to operate the day-to-day business of RBF; however, under specified circumstances, certain business decisions

required "Unanimous Approval" of RBF's two members (see TJ PRP's ex A at 11, 16-17 [Operating Agreement §§ 4.01, 4.02]). For instance, unless unanimously approved, "any transactions between [RBF] and a Member [i.e., RBH] shall be on an arm's length, fair market basis" (*id.* § 4.01 [b]; see also e.g. *id.* § 4.02 [a] [v] [requiring unanimous approval for business conduct other than design, production, and sale of footwear]).

Further, Price's approval, not TJ PRP, was required for RBF's annual budget, which was to be prepared by RBH "in consultation with . . . Price"; Price's approval was also required for modifications to RBF's annual budget that involved an increase of more than 20% to any principal line item (*id.* § 4.02 [c]). The Agreements further state that RBF was to prepare and maintain separate books of account, which reflect "a true and accurate record" of its business conduct in accordance with generally accepted accounting principles (GAAP) (*id.* § 7.01).

Under the Agreements, specifically the consulting agreement, Price was to receive annual payments as an employee of RBF through 2016, and pro rata profit distributions were to be paid to the members, RBH and TJ PRP, on an annual basis. The relevant accounting services for establishing those and other financial matters for RBF were provided by RBI under the Operating and Management Agreements.

Additionally, under the Operating Agreement, TJ PRP had the right to exercise a "Put Option" which would obligate RBF to buy out TJ PRP's 25% equity interest for fair market value. The put option was exercised in 2017, and TJ PRP's interest was purchased, after Price's consultation agreement expired in 2016 and this action was commenced by TJ PRP in 2017. TJ PRP alleges in its amended complaint that Price was informed by the CFO of RBH that RBH sought to reduce RBF's profits by recording

certain RBH expenses in RBF's books; Price refused the request, and responded that he was willing to discuss fair valuation of TJ PRP's stake in RBF in connection with the put option. According to TJ PRP, RBH then "incorrectly" informed Price that TJ PRP's equity share "was not worth more than a few million dollars and that [RBF] had a very low EBITDA margin" (compl. ¶ 32). Price was presented with RBF's financial statements for 2016, which "wrongfully" indicated "very low retained earnings and virtually no cash," at odds with RBF's apparent profitability in the previous five years (compl. ¶ 33).

In mid-2016, a third-party accountant conducted a review of RBF's financial records; TJ PRP alleges that the review indicated GAAP violations and that RBH had misappropriated RBF's assets without consulting TJ PRP and/or Price in violation of the Agreements (see compl. ¶¶ 35-36; TJ PRP's ex D [independent accounting]). The accounting also revealed accounting errors, overpayments to RBH, and improper discounts on merchandise sold by RBF to RBH (see compl. ¶¶ 35, 41, 48).

TJ PRP and RBH agreed, with a party-appointed appraiser, to reserve the issues contained in the amended complaint for litigation; meanwhile, TJ PRP exercised its put option at the rate of valuation obtained from the third-party appraisal (see compl. ¶¶ 46-48). Among other things, TJ PRP alleges that his annual distributions, and the value of its equity interest in relation to the put option, were improperly suppressed by the improper actions of RBH, RBI, and the individual defendant-officers.

In its amended complaint, TJ PRP asserts the following causes of action: (1) breach of the Operating Agreement against RBH for failing to properly maintain RBF's financial and accounting records, and engaging in improper business conduct; (2)

breach of the covenant of good faith and fair dealing against RBH for “intentionally” contravening the “words, intent and purpose of the Operating Agreement”; (3) breach of fiduciary duty against RBH for self-dealing and other misconduct; (4) fraud against RBH and RBI for violating the Operating and Management Agreements in improperly maintaining RBF’s financial and accounting records; (5) aiding and abetting breaches of fiduciary duty against the individual defendant-officers for “substantially participat[ing]” in RBH’s misconduct; and (6) aiding and abetting fraud against the individual defendant-officers for knowingly participating in the fraud.

Defendants now move, pursuant to CPLR 3211 (a) (7), to dismiss the second, fourth, fifth, and sixth claims.

Discussion

“On a motion to dismiss pursuant to CPLR 3211, the pleading is to be afforded a liberal construction. [The court] accept[s] the facts as alleged in the complaint as true, [and] accord[s] plaintiff[] the benefit of every possible favorable inference” (*Leon v Martinez*, 84 NY2d 83, 87–88 [1994] [citation omitted]).

1. Fourth cause of action for fraud against RBH and RBI, and sixth cause of action for aiding and abetting fraud against the individual defendants

Defendants contend that the fraud claim must be dismissed as it is duplicative of the breach of Operating Agreement claim (first cause of action) and inadequately pleaded in failing to identify any specific misrepresentations/omissions and failing to allege justifiable reliance.

TJ PRP responds that the fraud claim is not duplicative of the breach of contract claim because the alleged misrepresentations and omissions pertain to present facts, as opposed to promises of future performance, and because RBH and RBI violated their

obligations not to deceive TJ PRP, violating legal duties separate from those contained in the Agreements. Defendants respond that the fraud claim is duplicative because the alleged fraudulent misrepresentations/omissions arise from the contractual obligations of RBH and RBI under the Agreements.

A "fraud claim that 'ar[ises] from the same facts [as an accompanying contract claim], s[eeks] identical damages and d[oes] not allege a breach of any duty collateral to or independent of the parties' agreements' is subject to dismissal as 'redundant of the contract claim' " (*Cronos Group Ltd. v XComIP, LLC*, 156 AD3d 54, 62–63 [1st Dept 2017] [alterations in original], quoting *Havell Capital Enhanced Mun. Income Fund, L.P. v Citibank, N.A.*, 84 AD3d 588, 589 [1st Dept 2011]). Where a fraud claim is supported by allegations that the defendants "misrepresented . . . their intentions with respect to the manner" in which their contractual duties would be performed, it is appropriately dismissed as duplicative of the breach of contract claim because the fraud is premised on the same facts as those that compose the contract claim, the obligations allegedly breached are not collateral to those imposed by the contract, and the damages sought are identical to those recoverable under the contract cause of action (*see Cronos Group Ltd.*, 156 AD3d at 62-63, quoting *Financial Structures Ltd. v UBS AG*, 77 AD3d 417, 419 [1st Dept 2010]).

Here, TJ PRP alleges in support of its first cause of action for breach of the Operating Agreement against RBH that RBH failed to maintain RBF's books and records, and failed to provide TJ PRP with financial statements, that comported with GAAP and the Operating Agreement's provisions. TJ PRP further alleges that RBH engaged in inappropriate related-company transactions on unfair terms and without the

requisite approval under the Operating Agreement, improperly altered RBF's annual budget without Price's consent, and engaged in other various business decisions in violation of the Operating Agreement (see compl. ¶¶ 49-52).

TJ PRP alleges, in support of its fourth cause of action for fraud against RBH and RBI, that RBI violated the Management Agreement, and RBH violated the Operating Agreement, by failing to prepare financial statements for RBF in accordance with GAAP. TJ PRP further alleges that RBH and RBI "fraudulently concealed their self-dealing and other misconduct," and "fraudulently concealed, and intentionally led TJ PRP to believe, . . . that the financial statements for [RBF] had been prepared in accordance with GAAP and the Operating Agreement," resulting in unspecified damages (see *id.* ¶ 64).

According to paragraph 6 of the amended complaint, RBH misappropriated, converted, and commingled "millions of dollars" of RBF funds, and "caused [RBI] fraudulently to represent for many years to . . . [RBF] and TJ PRP" that RBF's financial statements complied with GAAP and the Operating Agreement. TJ PRP also alleges that RBI "pre-paid itself . . . exorbitant" fees (e.g. *id.* ¶¶ 6, 20; see also e.g. *id.* ¶¶ 31 [RBH and RBI failed to timely provide accurate responses/corrections regarding calculation "mistakes" in RBF payments to TJ PRP and Price]; 36 [alleging inadequate accounting controls implemented by RBI], 39, 40 [RBH "surreptitiously caused" RBF to pre-pay fee to RBI for "the sole purpose" of enriching RBH]).

A. *Fraud against RBH*

Even if the fraud cause of action is sufficiently pleaded, the claim must be dismissed against RBH as duplicative of the claim for breach of the Operating Agreement. The factual allegations that form the breach of the Operating Agreement

claim are the same as those which comprise the fraud claim; specifically, the alleged failure of RBF, through its managing member, RBH, and its management services provider, RBI, to maintain separate books of account, and to maintain financial and accounting records for RBF and minority member TJ PRP, in accordance with GAAP. Though TJ PRP alleges that the improper accounting practices of RBI and RBH concealed RBH's misappropriation of RBF funds, commingling of assets, self-dealing, and other assorted violations of the Operating Agreement to the detriment of TJ PRP, each of those acts, representations, and/or omissions—accepted for the purposes of this motion as true—demonstrate that RBH violated its obligations under the Operating Agreement. TJ PRP's allegations that RBH and RBI concealed RBH's misdeeds and breaches of the Operating Agreement by maintaining and disseminating deceptive accounting and financial records does not create a fraud claim that is distinct from the breach of contract claim; the accounting practices and financial documents were, themselves, breaches of the Operating Agreement, and TJ PRP identifies no damages that resulted from the alleged fraud that are distinct from the damages it would recover under the breach of contract claim.

A repackaged breach of contract claim does not create a sustainable cause of action sounding in fraud. TJ PRP's arguments to the contrary are unavailing, and its reliance on *Wyle Inc. v ITT Corp.* (130 AD3d 438 [1st Dept 2015]) is misplaced. While "a fraud claim can be based on a breach of contractual warranties notwithstanding the existence of a breach of contract claim" (*id.* at 440), *Wyle* concerned a plaintiffs' claim that they were fraudulently induced to purchase a company by defendants' failure to disclose all ongoing government audits—the existence of which would negatively impact

the company's value—in violation of a warranty in the sale agreement to disclose all audits (*see generally id.*). The allegations in this action do not involve fraudulent inducement; here, TJ PRP alleges that RBH's malfeasance and violations of the Operating Agreement were hidden by RBH's and RBI's failure to maintain and prepare accounting records and financial documents in compliance with the provisions in the Operating Agreement.

Notably, TJ PRP does not allege that it sustained any extracontractual damages as a result of the purported fraud; the damages arising from the alleged fraud are precisely those that TJ PRP would be entitled to recover if it prevails on its breach of the Operating Agreement claim. "[W]hen a fraud claim would only entitle the plaintiff to the very same damages that are recoverable on its breach of contract claim, the claim should be dismissed as duplicative" (*MBIA Ins. Corp. v Credit Suisse Sec. (USA) LLC*, 55 Misc 3d 1204(A) [NY Sup 2017]). Moreover, the factual allegations comprising the fraud claim are identical to those forming the breach of contract claim. Accordingly, the fraud claim against RBH is dismissed as duplicative of the breach of the Operating Agreement claim (*see Laurel Hill Advisory Group, LLC v American Stock Transfer & Trust Co., LLC*, 112 AD3d 486, 487 [1st Dept 2013] ["The fraud alleged is based on the same facts that underlie the contract counterclaim, is not collateral to the contract and does not call for damages that would not be recoverable under a contract theory."]).

B. *Fraud against RBI*

TJ PRP has not raised a breach of contract claim against RBI in this action, and, therefore, the fraud claim against RBI cannot be duplicative of the breach of contract claim (*Allenby, LLC v Credit Suisse, AG*, 134 AD3d 577, 581 [1st Dept 2015]).

Nonetheless, the fraud claim against RBI is insufficiently pleaded (*see* CPLR 3016 [b]). RBI is not a party to the Operating Agreement, and TJ PRP is not a party to the Management Agreement; the Management Agreement was executed by and between RBF and RBI, and expressly precludes any third-party rights or liabilities. RBI's obligations under the Management Agreement pertain to only RBF, and there is no reference in that document to TJ PRP or its principal, Price. To the extent that TJ PRP alleges that RBI misappropriated RBF funds—i.e., by improperly calculating and/or prepaying its own fees—and concealed those actions in its financial records, those claims belong to RBF, not TJ PRP. RBF is not a party to this action and there are no such claims before the court at this juncture.

Further, TJ PRP's allegations that RBI made misrepresentations or omissions with the intent to conceal misdeeds and deceive TJ PRP are contradicted by other allegations in the amended complaint. For instance, TJ PRP alleges that RBH "caused [RBI] fraudulently to represent for many years that RBF's financial statements complied with GAAP and the provisions of the Operating Agreement, and RBH "surreptitiously caused" RBF to pre-pay RBI's fees for "the sole purpose" of enriching RBH (compl. ¶¶ 6, 40). Discounting the conclusory and contradicted allegations, the fraud claim against RBI is insufficiently pleaded with regard to whether RBI made material misrepresentations or omissions to TJ PRP with the intent of inducing TJ PRP's reliance. The amended complaint and its attached exhibits demonstrate that RBI's financial documents and accounting records were maintained and provided to RBF, not TJ PRP, under the Management Agreement. Further, TJ PRP alleges that RBH controlled and caused RBI to prepare the purportedly deceptive financial and

accounting documents; thus, TJ PRP's fraud claim does not sufficiently allege RBI's intent to induce TJ PRP's reliance through false material representations or omissions.

Accordingly, the fraud claim is dismissed as against RBH and RBI.

C. Aiding and abetting fraud against individual defendants

As the fraud claim is dismissed against both RBH and RBI, the sixth cause of action for aiding and abetting fraud against the individual defendants is also dismissed.

1. Second cause of action for breach of the implied covenant of good faith and fair dealing against RBH

In its amended complaint, TJ PRP "realleges" all of its earlier statements, including those relating to the breach of the Operating Agreement claim, adding only that "Defendants . . . intentionally act[ed] in direct contravention of the words, intent and purpose of the Operating Agreement," depriving TJ PRP of the "fruits of its contractual bargain" (*see id.* ¶¶ 54-57).

Defendants contend that the breach of implied covenant of good faith and fair dealing must be dismissed as duplicative of the breach of Operating Agreement claim; TJ PRP responds that its breach of implied covenant claim should survive the motion as an alternative at this early stage of the litigation, and further responds that the claim is not duplicative of the contract claim. Specifically, TJ PRP identifies a single factual allegation in the amended complaint that "is directed at conduct that may not be explicitly prohibited by the Operating Agreement," and which may support its breach of implied covenant claim: "defendants engaged in conduct that was intentionally designed to temporarily diminish the value of [RBF] and, consequently, the value of TJ PRP's put option" (TJ PRP's mem. opp. at 17, citing compl. ¶¶ 32, 43, 46). Defendants reply that the breach of contract and breach of implied covenant claims are based on identical

factual allegations and note that TJ PRP's example regarding intent to diminish the value of TJ PRP's put option is an allegation that TJ PRP applies to both contract claims in the amended complaint; thus, the implied covenant claim is duplicative.

A claim of breach of the implied covenant of good faith and fair dealing is properly dismissed where "it duplicates the breach of contract action, both claims arising from the same facts" (*Berkeley Research Group, LLC v FTI Consulting, Inc.*, 157 AD3d 486, 489 [1st Dept 2018], citing *Amcan Holdings, Inc. v Canadian Imperial Bank of Commerce*, 70 AD3d 423, 426 [1st Dept 2010], *lv denied* 15 NY3d 704 [2010]).

Here, the paragraphs of the amended complaint that TJ PRP contends support its claim for breach of implied covenant state that, in late 2015, RBH requested Price's approval to "reduce the profits on the books" of RBF "in order to show higher profits at [RBH]"; Price did not agree (compl. ¶ 32). TJ PRP later learned, through an independent accounting, that RBH was "siphoning" RBF's "cash to enrich" RBH and others, and RBH was also "suppressing the value of [RBF], thereby also devaluing TJ PRP's Put Option"; thereafter, in February 2017, TJ PRP learned of \$34 million of charges to RBF that were not previously been claimed, listed in a budget, or approved by TJ PRP or Price (*id.* ¶¶ 43, 46).

Accepted as true for the purposes of this motion, those allegations plainly support TJ PRP's cause of action for breach of the Operating Agreement, which sets forth numerous procedures applicable to RBH's management of RBF, as well as regulations for RBF's budgeting, accounting, and certain business decisions. Indeed, TJ PRP asserts in support of the breach of the Operating Agreement cause of action that RBH failed to comply with GAAP and the Operating Agreement in maintaining

RBF's books and records and providing TJ PRP with RBF's financial statements; furthermore, RBH engaged in inappropriate related-company transactions in violation of the Operating Agreement, improperly altered RBF's annual budget without the requisite approval, and made other management decisions in violation of the Operating Agreement (see *id.* ¶ 52). The implied covenant cause of action paragraphs in the amended complaint reallege those statements, and every foregoing paragraph, and adds only that "Defendants . . . intentionally" acted in "direct contravention of the words, intent and purpose of the Operating Agreement," depriving TJ PRP of the "fruits of its contractual bargain" (*id.* ¶¶ 54-58). Apart from TJ PRP's conclusory and vague assertion that "Defendants" intentionally acted to undermine TJ PRP's rights under the Operating Agreement, there are no factual allegations to distinguish the breach of contract from the breach of implied covenant claim.

Accordingly, the court finds that the breach of the implied covenant of good faith and fair dealing claim duplicates the breach of the Operating Agreement cause of action as the two claims are premised upon the same factual allegations and there are no damages sought under the implied covenant claim which are distinct from those sought under the breach of contract claim. Therefore, the second cause of action is dismissed.

2. Fifth cause of action for aiding and abetting breach of fiduciary duty against the individual defendants

TJ PRP's fifth claim for aiding and abetting breach of fiduciary duty against the individual defendants is insufficiently pleaded inasmuch as it is supported by only conclusory allegations that the individual defendants, "as principals of [RBH], . . . directed the actions of [RBH] . . . , and have substantially participated in [the alleged] misconduct" set forth in the amended complaint, and that RBH's alleged "fiduciary

breaches could not have been accomplished but for the knowing participation” of the individual defendants (compl. ¶ 67).

A well-pleaded claim for aiding and abetting a breach of fiduciary duty must allege, among other things, that the defendant knowingly induced or participated in the breach (*Bullmore v Ernst & Young Cayman Is.*, 45 AD3d 461, 464 [1st Dept 2007]). “A person knowingly participates in a breach of fiduciary duty only when he or she provides ‘substantial assistance’ to the primary violator”; that is, “when a defendant affirmatively assists, helps conceal[,] or fails to act when required to do so,” enabling the breach to occur (*Kaufman v Cohen*, 307 AD2d 113, 126 [1st Dept 2003]). Furthermore, “[a]ctual knowledge, as opposed to merely constructive knowledge, is required and a plaintiff may not merely rely on conclusory and sparse allegations that the aider or abettor knew or should have known about the primary breach of fiduciary duty” (*Bullmore*, 45 AD3d at 464, quoting *Global Mins. and Metals Corp. v Holme*, 35 AD3d 93, 101 [1st Dept 2006], *lv denied* 8 NY3d 804 [2007]).

Nothing in the amended complaint, apart from conclusory and speculative generalizations, supports TJ PRP’s claim for aiding and abetting breach of fiduciary duty against the individual defendants. Absent any factual allegations from which the individual defendants’ “substantial assistance” in enabling the alleged fiduciary duty breaches can be reasonably inferred, the fifth cause of action must be dismissed.

3. Request for punitive damages

Defendants seek to strike TJ PRP’s prayer for punitive damages on the basis that the amended complaint does not allege claims involving public harm or the requisite level of moral culpability to justify such an award. TJ PRP responds that punitive

damages should remain available for the breach of fiduciary duty claim, for which no public harm is required, and argues that the alleged wrongdoing does reflect a "years-long pattern of knowing and intentional misconduct that rises to the level of outright theft from [RBF] and TJ PRP"; thus, punitive damages are warranted. Defendants respond that the breach of fiduciary claim is "nothing more than what [TJ PRP] contends was the deliberate breach of the Operating Agreement for Defendants' self-interest," which does not approach the high degree of moral turpitude, or wanton dishonesty/criminal indifference to civil obligations, to warrant punitive damages.

While, based on the claims which survive this motion to dismiss, it is unlikely that punitive damages will be awarded in this matter surrounding private contractual rights, those damages are available for prevailing breach of fiduciary duty claims under certain extraordinary circumstances. Therefore, the court cannot say, at this early stage in the litigation, that punitive damages will not be available as a matter of law.

Accordingly, it is

ORDERED that the motion of defendants RAG & BONE HOLDINGS LLC, RAG & BONE INDUSTRIES LLC, MARCUS WAINWRIGHT, DAVID NEVILLE, and ANDREW ROSEN is granted; and it is further

ORDERED that the amended complaint is dismissed as against defendants RAG & BONE INDUSTRIES LLC, MARCUS WAINWRIGHT, DAVID NEVILLE, and ANDREW ROSEN; and it is further

ORDERED that the second and fourth causes of action are dismissed as against defendant RAG & BONE HOLDINGS LLC; and it is further

ORDERED that this action is severed and continued against defendant RAG & BONE HOLDINGS LLC; and it is further

ORDERED that the caption be amended to reflect the dismissal of defendants RAG & BONE INDUSTRIES LLC, MARCUS WAINWRIGHT, DAVID NEVILLE, and ANDREW ROSEN, and that all future papers filed with the court bear the following amended caption:

-----X
TJ PRP LLC,

Plaintiff,

-v-

RAG & BONE HOLDINGS LLC,

Defendant.
-----X

And it is further

ORDERED that counsel for defendants shall serve a copy of this order with notice of entry upon the County Clerk (Room 141B) and the Clerk of the Trial Support Office (Room 158), who are directed to mark the court's records to reflect the change in the caption herein; and it is further

ORDERED that such service upon the Clerk of the Court and the Clerk of the General Clerk's Office 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 www.nycourts.gov/supctmanh); and it is further

ORDERED that defendant RAG & BONE HOLDINGS LLC is directed to serve an answer to the amended complaint within 20 days after service of a copy of this order with notice of entry; and it is further

ORDERED that the parties shall appear for a preliminary conference at 60 Centre Street, Room 242, New York, NY 10007 at 11am on Tuesday, Sept. 25, 2018

8/16/2018

DATE

Andrea Masley

ANDREA MASLEY, J.S.C.

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