Skanska USA Bldg., Inc. v Atlantic Yards 82 Owner, LLC
2019 NY Slip Op 33022(U)
October 7, 2019
Supreme Court, New York County
Docket Number: 652680/2014
Judge: Saliann Scarpulla
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART IAS MOTION 39EFM

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SKANSKA USA BUILDING, INC.,

Plaintiff,

- v -

ATLANTIC YARDS B2 OWNER, LLC,FOREST CITY RATNER COMPANIES, LLC,ABC COMPANIES #'S 1-25, JOHN DOES #'S 1-25

Defendant.

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INDEX NO. 652680/2014

MOTION DATE 05/15/2019

MOTION SEQ. NO. 006

DECISION + ORDER ON MOTION

HON. SALIANN SCARPULLA:

The following e-filed documents, listed by NYSCEF document number (Motion 006) 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 281, 282

were read on this motion to/for AMEND CAPTION/PLEADINGS.

Upon the foregoing documents, it is

In this breach of contract action, plaintiff Skanska USA Building Inc. ("Skanska") moves, pursuant to CPLR § 3025(b), for leave to file a seconded amended complaint. Defendants Atlantic Yards B2 Owner, LLC ("B2 Owner") and Forest City Ratner Companies, LLC ("FCRC") oppose this motion.

In July 2006, the Empire State Development Corporation ("ESDC") adopted a plan for the Atlantic Yards Land Use Improvement and Civic Project. In March 2010, ESDC entered into an interim lease agreement with AYDC Interim Developer, LLC, an affiliate of B2 Owner, for the construction of several buildings.

According to the complaint, Bruce Ratner ("Ratner") of FCRC solicited Skanska to participate in a new modular business venture in connection with the afore-described

development project in the area formerly known as Atlantic Yards in Brooklyn. In January 2012, Skanska received a document entitled "Opportunity Brief, NYC Modular Factory by Bruce Ratner, CEO, dated January 5, 2012."

On October 31, 2012, Skanska entered into a construction management agreement ("CM Agreement") with B2 Owner, under which Skanska agreed to fabricate, deliver, and erect a thirty-four floor, residential high-rise building ("the B2 tower") using prefabricated modular units ("the modules") assembled at a factory. Once assembled, the modules were to be stacked together to form the B2 tower at a site adjacent to the Barclays Center. The CM Agreement also required Skanska to perform construction management services for the B2 tower.

Skanska alleged that B2 Owner was a single purpose entity and affiliate of FCRC, which was formed to construct the B2 tower. According to Skanska, it entered into the CM Agreement with B2 Owner due to FCRC's representations that it possessed innovative modular building technology, and that the B2 tower would be the first of a series of buildings to be constructed using this technology.

In a separate related agreement, Skanska Modular LLC (a Skanska affiliate) and FCRC Modular LLC (an FCRC affiliate) formed a limited liability company, FC+Skanska Modular, LLC (now known as FC Modular), to fabricate the B2 tower modules (the "LLC Agreement"). The intellectual property relating to the modules was transferred to FC+Skanska Modular, LLC, under an IP Transfer Agreement.

In December 2013, FCRC and its affiliates sold 70% of their interest in the project to develop the Atlantic Yards area to Greenland Holding Group Co. Ltd. ("Greenland"), excluding the B2 tower. Skanska alleges that by June 2014, FCRC publicly announced that the next building in the Atlantic Yards project, the B3 building, would be built using conventional construction methods instead of modular technology.

On August 8, 2014, Skanska sent a 146-page termination notice to B2 Owner, listing several alleged breaches of the CM Agreement by B2 Owner and apprising it of Skanska's intention to terminate all work on the project unless the breaches were cured. Skanska commenced this action against B2 Owner and FCRC on September 2, 2014.

Skanska's first amended complaint asserted three claims: (1) breach of the CM Agreement seeking $30 million in damages under the contract's termination provisions; (2) breach of the CM Agreement seeking $30 million in common law damages; and (3) piercing the corporate veil.

Skanska's first cause of action contained numerous subparts and B2 Owner moved to dismiss five of them. Specifically, B2 Owner sought dismissal of Skanska's allegations that B2 Owner materially breached the CM Agreement by: 1) providing an incomplete building design that contained errors (subparts a and b); 2) failing to issue change orders and directed changes for items of additional work, extensions of time, and increases to the contract price for force majeure and owner-caused delay events (subpart c); 3) failing to provide reasonable evidence that sufficient funds were available for disbursement to fulfill its obligations under the CM Agreement (subpart e); 4) failing to

provide security for payment as required by Lien Law § 5 (subpart f); and 5) failing to timely provide a factory and factory workers with skills sufficient to enable Skanska to perform the CM Agreement (subpart h).

In a decision and order dated July 16, 2015 (the "July 2015 Decision"), I denied B2 Owner's and FCRC's motion to dismiss, except as to subparts f and h of Skanska's first claim. Subsequently, the First Department modified the July 2015 Decision by reinstating subpart h of the breach of contract claim and dismissing the claim for piercing the corporate veil. *Skanska USA Bldg. Inc. v. Atlantic Yards B2 Owner, LLC*, 146 A.D.3d 1 (1st Dept. 2016) (the "First Department Decision").

Next, the Court of Appeals affirmed the dismissal of Skanska's claim that B2 Owner breached the CM Agreement by failing to comply with Lien Law § 5. *Skanska USA Bldg. Inc. v. Atlantic Yards B2 Owner, LLC*, 31 N.Y.3d 1002 (2018) (the "COA Decision"). Skanska's motion to reargue the COA Decision was denied.

There are two other related actions before me under index numbers 652681/2014 (the "AYB2 Action") and 652721/2014 (the "Modular Action").[1] In the Modular Action, I issued a decision, dated August 4, 2016, granting the motion by FCRC Modular, LLC and FC Modular, LLC, FCRC, and Forest City Enterprises, Inc., to dismiss Skanska's counterclaims and third-party complaint (the "August 2016 Modular Decision"). Thereafter, Skanska's motion to reargue the dismissal of its counterclaims in the Modular Action was denied on August 23, 2017. The First Department affirmed the August 2016

[1] The Modular Action will be tried jointly with the action presently before me (*i.e.* Index no. 652680/2014) as per the Court Order dated August 6, 2015.

Modular Decision on March 1, 2018. *See FCRC Modular, LLC v. Skanska Modular LLC*, 159 A.D.3d 413 (1st Dept. 2018) (the "First Department Modular Decision."). Skanska's motion to reargue the First Department Modular Decision was also denied.

Five years after commencing this action, Skanska now seeks to file a seconded amended complaint (the "SAC") asserting, among other things: a reconstituted cause of action for piercing the corporate veil; a negligent and fraudulent misrepresentation claim; additional breach of contract/unjust enrichment claims; and a repeat of the dismissed Lien Law § 5 claim based on the Guaranty.

Discussion

Pursuant to CPLR § 3025, "motions for leave to amend should be freely granted" in the absence of prejudice to the opposing party. *Lucido v. Mancuso*, 49 A.D.3d 220, 226-27, 851 N.Y.S.2d 238 (2d Dept. 2008). A plaintiff seeking to amend the complaint must "simply show that the proffered amendment is not palpably insufficient or clearly devoid of merit." *MBIA Ins. Corp. v. Greystone & Co., Inc.*, 74 A.D.3d 499, 500 (1st Dept. 2010).

1. Piercing the Corporate Veil (Third Cause of Action)

Despite the First Department Decision's dismissal of its veil-piercing claim, Skanska once again seeks to assert this claim. Defendants argue that the veil piercing claim in Skanska's proposed SAC is barred by res judicata and the law of the case doctrine.

In opposition, Skanska states that this claim is not barred by any of the decisions in either this case or the Modular Action; that the First Department Decision's dismissal of the veil piercing claim was not merits-based; and that res judicata and law of the case are thus inapplicable.

Resolution of an issue on a prior appeal before an appellate court "constitutes the law of the case and is binding on the Supreme Court, as well as on the appellate court." *Carmona v. Mathisson*, 92 A.D.3d 492, 492-493 (1st Dept. 2012) (internal quotation marks and citations omitted). The law of the case doctrine "precludes parties or their privies from relitigating an issue that has already been decided." *Chanice v. Federal Express Corp.*, 118 A.D.3d 634, 635 (1st Dept. 2014).

Contrary to Skanska's argument, the First Department Decision did not dismiss the claim for veil-piercing "narrowly for lack of adequate pleading." Rather, the First Department Decision, while noting that Skanska only set forth "conclusory allegations," further stated that:

> Far from alleging that Forest City used B2 Owner to perpetrate a fraud, plaintiff, a sophisticated party, admits that it knowingly entered into the CM Agreement with B2 Owner, an entity formed to construct the project. Nowhere in the complaint does plaintiff allege that it believed it was contracting with or had rights vis-à-vis Forest City or any entity other than B2 Owner. Indeed, plaintiff could have negotiated for such rights. Having failed to do so, plaintiff cannot now claim that it was tricked into contracting with B2 owner only and thus should be allowed to assert claims against Forest City.

Skanska USA Bldg. Inc., 146 A.D.3d at 12-13 (citations omitted). As this part of the First Department Decision plainly states, the First Department determined that Skanska's claim for piercing the corporate veil lacked merit.

Additionally, the First Department Modular Decision, citing the appeal in this action, stated that "we reject [Skanska's] veil-piercing arguments and decline to treat [FCRC Modular and FCRC] as alter egos of each other." *FCRC Modular, LLC*, 159 A.D.3d at 414.

In light of these decisions, Skanska cannot, several years later, simply attempt to reinsert this claim.[2] Skanska also argues that it should be permitted to assert a claim for piercing the corporate veil because "most" of the misconduct upon which this claim is based "occurred or was discovered after Skanska's First Amended Complaint and the motion to dismiss were filed in September/October 2014, and after the July 2015 [] Decision which led to appellate review." However, "facts that arise post-complaint may not be used to validate an otherwise insufficiently-pleaded complaint." *BDCN Fund Adviser, L.L.C. v. Zenni*, 98 A.D.3d 915, 916 (1st Dept. 2012) (denying plaintiffs' appeal

[2] The cases cited by Skanska are inapposite. For example, in *Teachers Ins. Annuity Assn. of Am. v. Cohen's Fashion Opt. of 485 Lexington Ave., Inc.*, 45 A.D.3d 317, 318 (1st Dept. 2007), the appeals court held that the lower court properly denied defendants' motion to dismiss plaintiffs' claim for piercing the corporate veil where plaintiff alleged that the "C-Parent negotiated the lease on behalf of C-485 as tenant, while holding itself out as the real party in interest, and, in direct violation of the lease and without any disclosure to plaintiff landlord, installed a franchisee to operate the business, leaving a judgment-proof C-485 an empty shell with no assets." Here, as was found by the First Department, the CM Agreement provided that Skanska was entering into the CM Agreement with B2 Owner and there was full disclosure unlike in *Teachers Ins. Annuity Assn. of Am*. Another case cited by Skanska, *Godwin Realty Assocs. v. CATV Enterprises, Inc.*, 275 A.D.2d 269, 270 (1st Dept. 2000), also upheld a lower court's piercing of the corporate veil where the evidence demonstrated that "defendant CATV had been treated as a shell corporation by its corporate and individual shareholders and that those shareholders had stripped CATV of its assets." The allegations here are dissimilar in that Skanska does not allege that B2 Owner was treated as a mere shell corporation.

of lower court's denial of their motion to amend the complaint to allege facts post-dating the complaint).

I find that Skanska's veil-piercing claims were previously deemed non-meritorious by the First Department and that the new allegations – which closely resemble both the allegations in the first amended complaint in this action and the counterclaims in the Modular Action – amount to another attempt to replead and are consequently barred by the law of the case. *See, e.g., Wolf Properties Associates, L.P. v. Castle Restoration, LLC*, No. 16740/13, 2109 WL 3309319 at *3 (2d Dept. July 24, 2019) (law of the case doctrine "seeks to prevent [litigation] of issues of law that have already been determined at an earlier stage of the proceeding") (citation omitted); *J-Mar Serv. Ctr., Inc. v Mahoney, Connor & Hussey*, 45 A.D.3d 809, 809 (2d Dept. 2007) ("An appellate court's resolution of an issue on a prior appeal constitutes the law of the case and is binding on the Supreme Court, as well as on the appellate court.").

2. Negligent and Fraudulent Misrepresentation (Fourth and Fifth Causes of Action)

To state a claim for negligent misrepresentation, a plaintiff must allege: "(1) the existence of a special or privity-like relationship imposing a duty on the defendant to impart correct information to the plaintiff; (2) that the information was incorrect; and (3) reasonable reliance on the information." *Mandarin Trading Ltd. v. Wildenstein*, 16 N.Y.3d 173, 180 (2011) (internal quotation marks and citation omitted).

A plaintiff asserting a cause of action for fraudulent misrepresentation "must allege 'a misrepresentation or a material omission of fact which was false and known to be false by defendant, made for the purpose of inducing the other party to rely upon it,

justifiable reliance of the other party on the misrepresentation or material omission, and injury." *Mandarin Trading Ltd. v. Wildenstein*, 16 N.Y.3d 173, 178 (2011) (citation omitted). Further, misrepresentation and fraud claims must be pled with particularity pursuant to CPLR 3016(b). *EBC I, Inc. v. Goldman Sachs & Co.*, 91 A.D.3d 211, 219 (1st Dept. 2011).

Skanska seeks to add negligent and fraudulent misrepresentation claims against AYB2 Owner, FCRC, and the FC Affiliates for "false statements and misinformation that were supplied to [Skanska] in order to induce it to enter into the CM Agreement, to undertake the work, to establish a Project budget and schedule, and to make substantial financial investments in the modular business venture." Skanska acknowledges that these claims "are similar to those that are asserted in [Skanska's] counterclaims in the AYB2 Action" but states that the SAC's claims are more particularized than those in the other two actions.

Defendants argue that Skanska's bid to replead its misrepresentation claims must fail because: 1) allegations of misrepresentation based on the Opportunity Brief are barred by res judicata; 2) the negligent misrepresentation claim was dismissed on the merits in the Modular Action given the nonexistence of a "special relationship;" and 3) Skanska's previous requests to replead have been rejected by both this Court and the First Department.

In the Modular Action, I dismissed the negligent and fraudulent misrepresentation claims finding that: 1) Skanska failed to plead these claims with specificity; 2) Skanska

failed to allege that Forest City or its affiliates knew that the alleged misrepresentations were false; and 3) Skanska did not allege the existence of any special relationship between the parties to sustain the negligent misrepresentation claim.[3]

A footnote in the August 2016 Modular Decision stated that

> Skanska Modular's argument that it is entitled to rely on representations made in the Opportunity Brief – based on Section 2.11 of the CM Agreement – is without merit. Section 2.11 entitled 'Owner Information' states that 'Contractor [Skanska USA] may rely upon and use in the performance of any obligations under this Agreement, information supplied to it by or on behalf of Owner [B2 Owner] and its Affiliates, providing information applicable to the Work, the B2 Project, or the Site.' This provision permits Skanska USA to rely on information supplied by B2 Owner and its affiliates in the performance of its own obligations under the CM Agreement. It does not address whether Skanska Modular may rely on Forest City or FCRC Modular's representations regarding their obligations under the CM Agreement or LLC Agreement.

The First Department Modular Decision affirmed that Skanska "failed to state claims for fraudulent and negligent misrepresentation" and stated that "[e]ven assuming [Skanska has] pleaded the claims with sufficient particularity, the representations in the Opportunity Brief were opinion and puffery, and therefore insufficient to support a fraud claim."[4] *FCRC Modular, LLC*, 159 A.D.3d at 415. In addition, the First Department Modular Decision noted that Skanska "failed to allege a 'special relationship' between []

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[3] In the Modular Action, I dismissed the claim that Forest City's misrepresentations induced Skanska to enter into the CM Agreement "because Skanska USA [was] not a party" to the Modular Action.

[4] Although my decision dismissing the claims for negligent and fraudulent misrepresentation in the Modular Action was based on Delaware law (as the parties agreed that Delaware substantive law applied to claims arising from the LLC Agreement), the First Department Modular Decision cited both NY and DE law.

Forest City Ratner Companies, LLC (Forest City) and Skanska USA; rather, the allegations show that the parties were engaged in an arms-length transaction at the time of the transmission of the Opportunity Brief." *Id*.

The proposed SAC's fourth cause of action for negligent misrepresentation is substantially similar to Skanska's counterclaim in the Modular Action which was previously dismissed. Indeed, the defects in the original pleading still remain. First, while the SAC is a longer complaint, much of the added information is repetitive and lacks sufficient particularity. The SAC fails to provide any specific date(s), time(s) or place(s) for the alleged misrepresentations. Although the SAC now identifies Ratner, Maryanne Gilmartin and their "agents/consultants" as the persons who made the representations, it does not attribute any specific misrepresentation to a particular person. Moreover, the misrepresentations are still generally stated as was true of the counterclaims in the Modular Action.

Second, the misrepresentation claim again fails adequately to allege the existence of a special relationship between the parties. Skanska's conclusory assertion in the SAC that "FC Affiliates were in a special position of trust and confidence with respect to Skanska during the transaction" does not overcome the First Department's finding that instead of a special relationship the parties were actually "engaged in an arms-length transaction" in the time preceding the CM Agreement. *FCRC Modular, LLC*, 159 A.D.3d at 415; *see also Basis Pac-Rim Opportunity Fund (Master) v. TCW Asset Mgt. Co.*, 124 A.D.3d 538, 539 (1st Dept. 2015) (holding that "the sophisticated parties

entered into an arm's length transaction which precludes a finding of a special relationship").

Third, the First Department was clear that representations contained in the Opportunity Brief were "insufficient to support a fraud claim." *Id.* Although the SAC omits use of the words "Opportunity Brief," its allegations of misrepresentation still largely stem from the Opportunity Brief and the time period is the same. Simply failing to label the misrepresentations as being based on the Opportunity Brief does not avoid the conclusion of the First Department.

Thus, the fourth cause of action is inadequately pled as well as barred by res judicata. *See County Wide Flooring, Corp. v. Town of Huntington*, 173 A.D.3d 678, 680 (2d Dept. 2019) (stating that "a disposition on the merits bars litigation between the same parties, or those in privity with them, of a cause of action arising out of the same transaction or series of transactions as a cause of action that either was raised or could have been raised in the prior proceeding") (internal quotation marks and citation omitted).

Skanska's fifth cause of action for fraudulent misrepresentation in the SAC is virtually identical to its counterclaim in the Modular Action and therefore reassertion of the claim is denied for the reasons set forth above.

Accordingly, Skanska's leave to amend is denied as to the proposed fourth and fifth causes of action.

3. Unjust Enrichment/Breach of Contract (Sixth Cause of Action)

Skanska seeks to add this claim for taxes it paid on Defendants' behalf against new party defendant FC Modular LLC[5] based on agreements between Skanska and FC Modular and seeks the recovery of moneys expended by Skanska on FC Modular's behalf. There are two categories for these claims: 1) claim based on the "Skanska Seconded Services Agreement" pursuant to which Skanska "seconded" some employees to FC Modular in exchange for remuneration which was not received; and 2) claim for recovery of sales/use tax and payments made to governmental bodies.

At oral argument, Defendants counsel stated that Defendants do not oppose assertion of the claim on taxes or seconded services agreement. Accordingly, Skanska's motion is granted as to the proposed sixth cause of action except as to the veil-piercing allegation contained in this claim.

4. Guaranty/Lien (Seventh Cause of Action)

Lien Law § 5 provides that

> A person performing labor for or furnishing materials to a contractor, his or her subcontractor or legal representative, for the construction or demolition of a public improvement pursuant to a contract by such contractor with the state or a public corporation… shall have a lien for the principal and interest of the value or agreed price of such labor… or materials upon the moneys of the state or of such corporation applicable to the construction or demolition of such improvement, to the extent of the amount due or to become due on such contract, and under a judgment of the court of claims awarded to the contractor for damages arising from the breach of such contract by the state, or awarded for furnishing labor or materials not contemplated by the provisions of said contract, upon filing a notice of lien. …Where no public fund has been established for the financing of a public improvement with

[5] FC Modular LLC is the current name of the entity previously owned by Skanska Modular and FCRC Modular (formerly known as FC+Skanska LLC).

> estimated cost in excess of two hundred fifty thousand dollars, the chief financial officer of the public owner shall require the private entity for whom the public improvement is being made to post, or cause to be posted, a bond or other form of undertaking guaranteeing prompt payment of moneys due to the contractor, his or her subcontractors and to all persons furnishing labor or materials to the contractor or his or her subcontractors in the prosecution of the work on the public improvement.

Originally, Skanska asserted that Defendants' failure to comply with Lien Law § 5 constituted a breach of the CM Agreement. In the July 2015 Decision, I held that "Skanska fails to allege the existence of any contractual provision that requires B2 Owner to comply with the bond provision set forth under Lien Law § 5" and absent such contractual requirement, "Skanska may not assert a breach of contract claim against B2 Owner for failing to post a bond under Lien Law § 5."

The First Department Decision then determined that

> ESDC met its obligations under [Lien Law § 5] by causing a Forest City affiliate—Forest City Enterprises, Inc.—to issue a formal "Guaranty" that B2 Owner would "cause Substantial Completion of the Improvements and perform the Development Work," including "*to fully and punctually pay and discharge any and all costs, expenses and liabilities incurred for or in connection with the Guaranteed Work, including, but not limited to, the costs of constructing*, equipping and furnishing the Guaranteed Work" (emphasis added). This guarantee follows the letter of the statute, namely "guaranteeing prompt payment" to contractors.

Skanska USA Bldg. Inc., 146 A.D.3d at 10. The First Department noted that because Skanska only sought to force Defendants to post a Lien Law § 5 bond, it did not need to decide whether Skanska had standing, as a third-party beneficiary, to enforce the guaranty against Forest City Enterprises. *Id*. The COA Decision, in affirming, also declined to address the standing issue. *Skanska USA Bldg. Inc.*, 31 N.Y.3d at 1007. Skanska's motion to reargue the COA Decision was denied.

Now, the proposed SAC asserts a claim, in the alternative, upon the completion guaranty, stating that "[b]y virtue of the express provisions of Section 5 of the New York Lien Law and consistent with the admissions made by []B2 owner in this matter, Skanska is a direct beneficiary of the Guaranty or, in the alternative, is a third-party beneficiary thereof, which may make claim and sue upon the Guaranty as the statutorily-required Lien Law Section 5 security for the payments due and owing to contractors and subcontractors on the Project." The SAC also states that because B2 allegedly breached the CM Agreement, its payment obligations to Skanska renders FCE/Enterprises liable for the payments pursuant to the terms of the Guaranty and/or Lien Law § 5.

Defendants dispute reassertion of the Lien Law cause of action because Skanska lacks standing to recover under the completion guaranty and that even if Skanska did have standing, the plain language of the Guaranty itself negates such a claim. Skanska argues that because Defendants argued before the appellate courts that the Guaranty was a Lien Law § 5 security, they are estopped from claiming that Skanska is not entitled to recover under the completion guaranty.

I find that Skanska's seventh cause of action is no more than an attempt to circumvent previous trial and appellate decisions in this case which held that Skanska did not have a contractual right to additional financial security under Lien Law § 5 as no such right was provided for in the CM Agreement. Thus, I deny Skanska's request to amend its pleading to add a Lien Law § 5 claim.

In accordance with the foregoing, it is

ORDERED that the request by plaintiff Skanska USA Building Inc. for leave to serve a second amended complaint that adds new claims is granted as to the cause of action for Unjust Enrichment/Breach of Contract, except for the veil-piercing allegation contained therein, and denied as to the causes of action for veil-piercing, negligent misrepresentation, fraudulent misrepresentation, and guaranty/lien law section 5; and it is further

ORDERED that the request by plaintiff Skanska USA Building Inc. for leave to serve a second amended complaint adding FC Modular LLC to the breach of contract cause of action is granted; and it is further

ORDERED that Skanska USA Building Inc. is directed to serve an amended complaint in which it includes the aforementioned additional defendant and asserts the additional cause of action for Unjust Enrichment/Breach of Contract within 20 days of the date of this order; and it is further

ORDERED that defendants shall serve an answer to the second amended complaint or otherwise respond thereto within 20 days of service of the second amended complaint.

This constitutes the decision and order of the Court.

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10/7/19
DATE

SALIANN SCARPULLA, J.S.C.

CHECK ONE:		CASE DISPOSED			X	NON-FINAL DISPOSITION	
		GRANTED		DENIED	X	GRANTED IN PART	OTHER
APPLICATION:		SETTLE ORDER				SUBMIT ORDER	
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN				FIDUCIARY APPOINTMENT	REFERENCE