SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. JAMES EDWARD D'AUGUSTE** **PART** **IAS MOTION 55EFM**

Justice

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STEVEN GLAVICH,

Plaintiff,

- v -

525 WEST 52 PROPERTY OWNER, LLC, GILBANE BUILDING COMPANY, AND, GOTHAM CONSTRUCTION COMPANY, LLC,

Defendants.

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INDEX NO. 160724/2017

MOTION DATE 11/22/2019

MOTION SEQ. NO. 003 004

DECISION AND ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 003) 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 73, 78

were read on this motion to/for SUMMARY JUDGMENT.

The following e-filed documents, listed by NYSCEF document number (Motion 004) 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 69, 70, 71, 72, 74, 75, 76, 77

were read on this motion to/for SUMMARY JUDGMENT.

Motion Sequence Nos. 003 and 004 are consolidated for disposition herein.

In the instant action for claims arising under the New York Labor Law ("Labor Law"), in Motion Sequence No. 003, defendants 525 West 52 Property Owner LLC ("525 West"), Gilbane Building Company ("Gilbane"), and Gotham Construction Company, LLC ("Gotham") (collectively, "defendants") move for an order, pursuant to CPLR 3212(b), granting summary judgment in their favor, dismissing plaintiff Stephen Glavich's Verified Complaint. In Motion Sequence No. 004, plaintiff moves for an order, pursuant to CPLR 3212, granting summary judgment in his favor on the issues of liability under Labor Law Sections 240(1) and 241(6). For the reasons set forth herein, Motion Sequence Nos. 003 and 004 are granted in part and otherwise denied to the extent set forth herein.

Factual and Procedural History

Plaintiff alleges that, on July 20, 2016, he sustained personal injuries while working in the normal course of his duties as a bricklayer on a construction site located at 525 West 52nd Street in Manhattan (the "premises"). Specifically, plaintiff alleges that he was injured while he was pouring cement from a bucket with one of his feet on the ground and his other foot on a diagonal crossbar of a stationary scaffold for leverage when the crossbar "jerked," which caused plaintiff to twist his back. At the time of the alleged injuries, plaintiff was employed by non-party Sal-Vio Construction Corp. ("Sal-Vio")[1] and 525 West was the owner of the premises. As of May 16, 2014, 525 West entered into a contract with Gotham for Gotham to be the construction manager at the premises and to oversee the construction and development of a residential building with retail space on the ground floor at that location. NYSCEF Doc. No. 61. A subcontract dated September 11, 2014 indicates that Gotham then hired Sal-Vio to perform the masonry work at the construction site located at the premises, specifically including "the preparation, fabrication, delivery and installation and/or erection of any materials, machinery, scaffolding, tools, equipment and hoists needed for the work." NYSCEF Doc. Nos 52, ¶ 14 (emphasis omitted); 62. Pursuant to an Assignment and Assumption of Construction Management Agreement dated February 13, 2015, Gotham assigned its obligations under the construction agreement with 525 West to Gilbane. NYSCEF Doc. No. 63. Gilbane's Senior Project Manager, Eric Platt, averred that Gotham was in no way related to plaintiff's injuries because Gilbane had assumed Gotham's obligations under the contract in February 2015, at least a year prior to plaintiff's alleged injury. *See* NYSCEF Doc. No. 60. Gilbane hired Brandon Rofhls as the Project Safety Manager for the construction project.

[1] Plaintiff's Verified Bill of Particulars indicates that he was employed by Sal Vio Contracting Corp. (NYSCEF Doc. No. 55, ¶ 9); however, the subcontract lists the name as Sal-Vio Construction Corp. (NYSCEF Doc. No. 62). This entity is also referred to as "Del Savio" in plaintiff's EBT (NYSCEF Doc. No. 57).

Rofhls is a certified Occupational Safety & Health Administration ("OSHA") instructor and site safety manager.

At the construction site at the premises, plaintiff's daily work was assigned by Frank, a foreman employed by Sal-Vio, and no one else. Plaintiff's daily work activities included pouring cement into the blocks on windowsills of each floor and other grout work, which plaintiff had performed for several months prior to his alleged injury. On July 20, 2016, the date of plaintiff's injury, plaintiff was working on the twelfth and thirteenth floor of the premises. He was instructed by Frank to finish pouring cement into the blocks on the windowsills, work he was performing the day before. Upon plaintiff's completion of said work, plaintiff went to the thirteenth floor where himself and nine other Sal-Vio employees were working, with no other contractors present. The other Sal-Vio employees were also bricklayers, like plaintiff.

When plaintiff arrived on the thirteenth floor, Sal-Vio bricklayers had just finished constructing a twelve-foot long interior wall. The Sal-Vio employees who built the wall allegedly removed the planks off the tubular frame welded scaffold[2] and left the scaffold in front of the wall. Frank directed plaintiff to pour grout into the twelve-foot wall, with the scaffold in front of it from a bucket that weighed between forty (40) and fifty (50) pounds. Plaintiff testified that because the wall was "chin-high," he needed a scaffold to stand on in order to avoid having to lift the heavy bucket. Plaintiff was instructed, by Frank, to pour the cement with one foot on the ground and another on a diagonal crossbar of the scaffold in front of the wall, which was the usual way he performed such work. After the crossbar "jerked," and plaintiff was allegedly injured, he finished pouring the bucket of grout he was pouring at the time of the alleged injury and continued to pour another ten to twenty buckets of grout to completed the wall, standing in the same manner in which he was purportedly injured. Plaintiff allegedly never requested or otherwise sought any additional

[2] Rofhl testified at his deposition that the scaffold was a tubular frame welded scaffold or "pipe scaffold."

equipment to aid him in completing his work, nor did he report this incident to anyone before leaving the construction site that day. On the date of the accident, plaintiff did not fill out any accident report and did not do so until August 3, 2016, wherein plaintiff made no mention of placing his foot on the scaffold or the scaffold crossbar jerking. NYSCEF Doc. No. 65. Instead, plaintiff attributed his back injury to holding buckets of grout.

As a result of plaintiff's alleged injuries, he commenced the instant action for violations of Labor Law Sections 200, 240(1), and 241(6), and a claim for common law negligence by filing a Summons and Verified Complaint on December 4, 2017. Defendants have now moved for summary judgment in their favor, dismissing the instant action (Mot. Seq. No. 003). Plaintiff has moved for summary judgment on the issue of liability with respect to his claims under Labor Law Sections 240(1) and 241(6) (Mot. Seq. No. 004).

Discussion

Plaintiff's Claims Against Gotham Construction Company, LLC

As an initial matter, that branch of defendants' motion seeking summary judgment dismissing the instant action against Gotham is granted. The undisputed evidence shows that Gilbane assumed all of Gotham's responsibilities under the Assignment and Assumption of Construction Management Agreement dated February 13, 2015. Further, the deposition testimony of an employee of Gilbane establishes that Gotham had nothing to do with the construction site or any work performed thereon after that date. *See* NYSCEF Doc. No. 60**.** This evidence was neither rebutted by plaintiff in opposition to Motion Sequence No. 003, nor in Motion Sequence No. 004. The only statements that refer to Gotham in plaintiff's papers merely make a conclusory statement that because Gotham assigned their rights, they are a proper labor law defendant. Accordingly, Gotham is not liable for plaintiff's alleged injuries and the instant action is dismissed as against it.

Plaintiff's Claims Under Labor Law Section 240(1)

Labor Law Section 240(1) imposes absolute liability on owners and general contractors who fail to protect employees from elevation-related hazards. *Wilinski v. 334 E. 92nd Hous. Dev. Fund Corp.*, 18 N.Y. 3d 1, 8 (2011). The duties imposed by Section 240(1) are nondelegable. *Gordon v. E. Ry. Supply, Inc.*, 82 N.Y.2d 555, 559 (1993). In order to obtain summary judgment against an owner or general contractor under Section 240(1), a plaintiff must only demonstrate that the accident occurred because the elevation-related safety device failed to perform its function to support or secure the plaintiff from injury. *See Blake v. Neighborhood Hous. Servs. of N.Y.C., Inc.*, 1 N.Y.3d 280, 289 n.8 (2003). Thus, an owner or general contractor will be liable to an employee who sustains an elevation-related injury even if the owner or general contractor had no supervision or control over the plaintiff's work. *See Wise v. 141 McDonald Ave., LLC*, 297 A.D.2d 515, 516 (1st Dep't 2002).

Here, plaintiff testified that he had one foot on the ground and the other on the scaffold for leverage when the alleged accident occurred; however, plaintiff also testified that the work he was performing could not be completed unless he used the scaffold. In this instance, the scaffold was not properly planked because certain pieces of the platform that plaintiff would typically use to sustain his weight had been removed by other workers. Additionally, Rohlfs, on behalf of Gilbane, essentially admitted that safer alternative equipment should have been utilized by plaintiff, but no additional safety devices were made available to plaintiff at the time of his injury. Accordingly, that branch of plaintiff's motion for summary judgment on the issue of liability for plaintiff's claim under Labor Law Section 240(1) is granted as to 525 West and Gilbane, and the corresponding branch of those defendants' motion for summary judgment is denied.[3]

[3] Plaintiff asserts a separate cause of action under Labor Law Section 240, without providing a specific subsection, as his second cause of action in his Verified Complaint. This claim is duplicative of plaintiff's third cause of action under Labor Law Section 240(1) and is not separately addressed by this Court.

Plaintiff's Claims Under Labor Law Section 241(6)

Labor Law Section 241(6) provides, in pertinent part, as follows:

> All contractors and owners and their agents . . . when constructing or demolishing buildings or doing any excavating in connection therewith, shall comply with the following requirements:
>
> * * *
>
> (6) All areas in which construction, excavation or demolition work is being performed shall be so constructed, shored, [and] equipped . . . as to provide reasonable and adequate protection and safety to the persons employed therein or lawfully frequenting such places.

Section 241(6) imposes a nondelegable duty "on owners and contractors to 'provide reasonable and adequate protection and safety' to workers." *Ross v. Curtis-Palmer Hydro-Elec. Co.*, 81 N.Y.2d 494, 501-502 (1993). In order to show a violation of this statute and withstand a defendant's motion for summary judgment, plaintiff must show that the defendant violated a specific, applicable, implementing regulation of the Industrial Code, rather than a provision containing only generalized requirements for worker safety. *Id.*

Here, plaintiff alleges violations of Industrial Code provisions 12 NYCRR 23-1.5 and 1.5(a), 23-1.5(c)(1)-(c)(3), 23-1.6, 23-1.7, 23-5.1, 23-5.1(b)-(d), 23-5.1(f), 23-5.1(j), 23-5.2, 23-5.3, 23-5.4, 23-5.5, 23-5.6, and 23-5.14, as well as OSHA regulations 29 C.F.R. §§ 1926.451(c)(2)(i) and 1926.451(c)(2)(3).[4] This Court notes, however, that plaintiff only opposed defendants' summary judgment motion with respect to the following statutory provisions in his opposition papers in Motion Sequence No. 003: 12 NYCRR 23-1.5(c)(3), 23-5.1(c), 23-5.1(d), 23-5.1(f), 23-5.3, 23-5.4, and 23-5.14. Thus, defendants 525 West and Gilbane's motion

[4] To the extent that any portion of plaintiff's Labor Law Section 241(6) claim is predicated upon OSHA violations, "[t]he alleged violations of OSHA standards cited [herein] do not provide a basis for liability under Labor Law § 241(6)." *Schiulaz v. Arnell Constr. Corp.*, 261 A.D.2d 247, 247 (1st Dep't 1999); *see Klimowicz v. Avr-Powell C Dev., Corp.*, 2017 WL 5659508, at *5 (Sup. Ct. Queens County Jan. 26, 2017) ("It is blackletter law that a violation of OSHA cannot be used as a predicate for a Labor Law 241(6) violation.").

for summary judgment on plaintiff's Labor Law Section 241(6) claim is granted with respect to all of the unopposed sections of the Industrial Code.

Plaintiff's Claims Under 12 NYCRR 23-1.5(c)(3)

12 NYCRR 23-1.5(c), entitled "Condition of equipment and safeguards," provides that "[a]ll safety devices, safeguards and equipment in use shall be kept sound and operable, and shall be immediately repaired or restored or removed from the job site if damaged." *Id.* § 23-1.5(c)(3). An improperly planked scaffold falls within the purview of 12 NYCRR 23-1.5(c)(3). As Rohlfs testified, it was Gilbane's responsibility to ensure that safe work practices were followed. This would include safe practices on site, including, specifically, load bearing or pipe scaffolds that were improperly built. In such an instance, Rohlfs testified, he would stop work and notify the foreman who would then issue the command to correct and repair, and he specifically recalled stopping improper and hazardous work on such scaffolds previously for other employees of Sal-Vio. Accordingly, that branch of plaintiff's motion for summary judgment on the issue of liability for plaintiff's claim under Labor Law Section 241(6) with respect to 12 NYCRR 23-1.5(c)(3) is granted as to 525 West and Gilbane, and the corresponding branch of those defendants' motion for summary judgment is denied.

Plaintiff's Claims Under 12 NYCRR 23-5.1(c)

12 NYCRR 23-5.1(c), entitled "Scaffold structure," provides, in relevant part, that "all scaffolding shall be so constructed as to bear four times the maximum weight required to be dependent therefrom or placed thereon when in use. (See Labor Law, §240, subdivision 3.) Such maximum weight shall be construed to mean the sum of both dead and live loads." The extent and cause of the lateral movement involved when the scaffold "jerked" remains unclear. The Court notes that plaintiff has provided evidence that the cross-brace is not "load-bearing" and does sway when in regular use. However, it is unclear whether the scaffold's potential load bearing capacity

had an impact on how much the scaffold moved laterally at the time of plaintiff's injury, and whether there was a relationship between the lateral movement and plaintiff's injury. While plaintiff was working on a scaffold at the time of his alleged injury, "section 23-5.1(c) is insufficiently specific to support a Labor Law § 241(6) claim." *Mutadir v. 80-90 Maiden Lane Del LLC*, 110 A.D.3d 641, 643 (1st Dep't 2013). Accordingly, that branch of plaintiff's motion for summary judgment on the issue of liability for plaintiff's claim under Labor Law Section 241(6) with respect to 12 NYCRR 23-5.1(c) is denied as to 525 West and Gilbane since it is insufficient on its own, and the corresponding branch of those defendants' motion for summary judgment is granted.

Plaintiff's Claims Under 12 NYCRR 23-5.1(d)

12 NYCRR 23-5.1(d), entitled "Scaffold loading," provides the maximum live load limits for light, medium, and heavy duty scaffolds. *Id.* § 23-5.1(d)(1)-(4). Plaintiff argues that had the scaffold been properly planked, the scaffold may not have been able to bear the weight of plaintiff and the bucket of grout involved in his work. This argument is speculative based upon what would have happened if the scaffold had been properly planked and, assuming that the scaffold was properly planked, plaintiff does not attest to his weight in his motion or opposition papers so there is no evidence as to whether plaintiff's weight exceeded the scaffold's bearing requirements. *Cf. Quick v. City of New York*, 24 Misc. 3d 1210(A), at *21 (N.Y. Sup. Ct. Kings County 2009). Accordingly, defendants' motion for summary judgment is granted with respect to plaintiff's Labor Law Section 241(6) claim under 12 NYCRR 23-5.1(d) and that branch of plaintiff's corresponding motion for summary judgment on the issue of liability is denied.

Plaintiff's Claims Under 12 NYCRR 23-5.1(f)

12 NYCRR 23-5.1(f), entitled "Scaffold maintenance and repair," states that "[e]very scaffold shall be maintained in good repair and every defect, unsafe condition or noncompliance

with this Part (rule) shall be immediately corrected before further use of such scaffold." Here, there are issues of fact as to whether the scaffold that jerked needed repairs, whether any repairs were being performed, and whether those repairs caused the jerk that allegedly injured plaintiff. "In any event, [this] section [of the Industrial Code does not] constitute[ ] a concrete or specific standard of conduct sufficient to support a Labor Law § 241(6) claim." *Schiulaz*, 261 A.D.2d at 247. Accordingly, defendants' motion for summary judgment is granted with respect to plaintiff's Labor Law Section 241(6) claim under 12 NYCRR 23-5.1(f) and that branch of plaintiff's corresponding motion for summary judgment on the issue of liability is denied.

Plaintiff's Claims Under 12 NYCRR 23-5.3 and 23-5.4

12 NYCRR 23-5.3, entitled "General provisions for metal scaffolds," requires, in relevant part, that (a) "all scaffolds constructed of metal except mobile types," (b) receive special approval if it exceeds 125 feet above ground and is erected after June 1, 1972; (c) does "not exceed one-quarter of the ultimate strength of the members" of the total live and dead loads; (d) be able to support certain minimum live loads; (e) have appropriate safety railings; (f) have ladders, stairs, or ramps to access platform levels located more than two feet above or below the ground; (g) have proper footings; and (h) "be securely tied into the building or other structure at intervals not to exceed 30 feet horizontally and 26 feet vertically." *Id.* § 23-5.3(a)-(h). 12 NYCRR 23-5.4, entitled "Tubular welded frame scaffolds," sets forth the requirements for the type of scaffold at issue herein. Section 23-5.4 includes the requirements for the "coupling pins" and other devices that brace the scaffolding.

As mentioned above, it is unclear whether the scaffold at issue herein complied with any of the above requirements in either Section 23-5.3 or 23-5.4. The only testimony offered by either party on this issue was Rofhls' statement that the scaffold at issue was a "tubular welded frame scaffold." To the extent that summary judgment could be awarded to plaintiff as a violation of 12

NYCRR 23-5.4, plaintiff would have to demonstrate that the scaffold at issue was in fact a tubular welded frame scaffold and that it was in use at the time of his injury. *Greaves v. Obayashi Corp.*, 55 A.D.3d 409, 410 (1st Dep't 2008). Irrespective, even if both motions were denied with leave to renew at the close of discovery, plaintiff's Labor Law Section 241(6) claim, as predicated on 12 NYCRR 23-5.3 and 23-5.4 "must be dismissed as against all defendants because these provisions either are too general to support a § 241(6) claim or are simply inapplicable to the facts of this case." *Mouta v. Essex Market Dev. LLC*, 106 A.D.3d 549, 550 (1st Dep't 2013). Additionally, plaintiff's Labor Law Section 241(6) claim must be dismissed to the extent it is based upon 12 NYCRR 23-5.3 because plaintiff does not base this legal claim on a lack of safety features as articulated in that provision of the Industrial Code, such as safety railings, but rather inadequate planking. *See Santos v. Condo 124 LLC*, 161 A.D.3d 650, 655-56 (1st Dep't 2018). Accordingly, defendants' motion for summary judgment is granted with respect to plaintiff's Labor Law Section 246(1) claim under 12 NYCRR 23-5.3 and 5.4 and that branch of plaintiff's corresponding motion for summary judgment on the issue of liability is denied.

Plaintiff's Claims Under 12 NYCRR 23-5.14

12 NYCRR 23-5.14, entitled "Bricklayers' square scaffolds," outlines the specifications that need to be complied with for "bricklayers' scaffolds." Defendants have offered no evidence that they complied with this regulation and there is no evidence that this provision is applicable to the facts herein as a basis for plaintiff's Labor Law Section 241(6) claim. Accordingly, defendants' motion for summary judgment is granted with respect to plaintiff's Labor Law Section 241(6) claim under 12 NYCRR 23-5.14 and that branch of plaintiff's corresponding motion for summary judgment on the issue of liability is denied.

Motion for Summary Judgment on Plaintiff's Labor Law Section 200 and Negligence Claims

Defendants' motion for summary judgment on plaintiff's Labor Law Section 200 claim and common law negligence claim is granted**.** Labor Law Section 200 codifies the "common-law duty imposed upon an owner or general contractor to maintain a safe construction site" and provides workers with a safe place to work. *Rizzuto v. L.A. Wenger Contr. Co.*, 91 N.Y.2d 343, 352 (1998). Contractors and owners will be held liable for injuries on a worksite if they have the authority to supervise or control the area or work that caused plaintiff's harm. *Russin v. Louis N. Picciano & Son*, 54 N.Y.2d 311, 317 (1981) ("An implicit precondition to this [common law] duty to provide a safe place to work is that the party to be charged with that responsibility have the authority to control the activity bringing about the injury to enable it to avoid or correct an unsafe condition."). 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. Co.*, 40 A.D.3d 305, 306 (1st Dep't 2007) (emphasis omitted). Finally, the party being sued must have actual or constructive notice of the alleged defect or dangerous condition. *DeMaria v. RBNB 20 Owner, LLC*, 129 A.D.3d 623, 625 (1st Dep't 2015); *McCormack v. Helmsley-Spear, Inc.*, 233 A.D.2d 203, 204 (1st Dep't 1996).

The evidence presented by defendants is sufficient to meet their burden for entitlement to summary judgment. Defendants presented evidence that they did not control or supervise the work; instead, Frank, an employee of Sal-Vio exercised control over plaintiff's work. Additionally, neither 525 West nor Gilbane provided the scaffold or any of the other equipment used by plaintiff in performing his job duties when he was allegedly injured. NYSCEF Doc. No. 58. Moreover, even if a dangerous condition was alleged to have existed, defendants have shown that they did not have any actual or constructive notice of such a potentially dangerous condition

at the premises. Plaintiff did not ask anyone for the purportedly missing planks, did not complain about the scaffold to anyone and did not ask anyone to move the scaffold frame out of the way. Finally, Rofhls testified that he never received a complaint about missing planks.

Plaintiff has submitted no evidence that defendants were supervising the work or had actual or constructive notice of a potentially dangerous condition. Though it is true that Gilbane had the authority to stop work if a dangerous condition presented itself, this argument fails to sustain a Labor Law Section 200 or common law negligence claim for several reasons. First, general supervisory control is insufficient to impute liability absent a showing that the defendant controlled the manner in which plaintiff completed his or her work. Second, the fact that plaintiff had general supervisory control does not impute actual or constructive notice that there was a potentially dangerous condition. Finally, the authority to stop work if a dangerous condition presented itself does not automatically impute actual or constructive notice of said potentially dangerous condition to that party. Accordingly, defendants' motion for summary judgment on plaintiff's Labor Law Section 200 and common law negligence claims is granted.

Based upon the foregoing, it is hereby

ORDERED that the branch of Motion Sequence No. 003 for an order, pursuant to CPLR 3212(b), seeking summary judgment in Gotham's favor is granted and the action is dismissed as against it; and it is further

ORDERED that the branch of Motion Sequence No. 003 for an order, pursuant to CPLR 3212(b), seeking summary judgment on plaintiff's Labor Law Section 240(1) claim is denied; and it is further

ORDERED that the branch of Motion Sequence No. 003 for an order, pursuant to CPLR 3212(b), seeking summary judgment on plaintiff's Labor Law Section 200 and common law negligence claims is granted; and it is further

ORDERED that the branch of Motion Sequence No. 003 for an order, pursuant to CPLR 3212(b), seeking summary judgment on plaintiff's Labor Law Section 241(6) claim is granted to the extent that said claim is predicated on 12 NYCRR 23-1.5 and 1.5(a), 23-1.5(c)(1)-(c)(2), 23-1.6, 23-1.7, 23-5.1, 23-5.1(b)-(d), 23-5.1(f), 23-5.1(j), 23-5.2, 23-5.3, 23-5.4, 23-5.5, 23-5.6, and 23-5.14, and OSHA regulations 29 C.F.R. §§ 1926.451(c)(2)(i) and 1926.451(c)(2)(3), and is otherwise denied; and it is further

ORDERED that the branch of Motion Sequence No. 004 for an order, pursuant to CPLR 3212, seeking summary judgment on the issue of liability in favor of plaintiff with respect to plaintiff's Labor Law Section 241(6) claim is granted to the extent that said claim is predicated on 12 NYCRR 23-1.5(c)(3) and is otherwise denied; and it is further

ORDERED that the branch of Motion Sequence No. 004 for an order, pursuant to CPLR 3212, seeking summary judgment on the issue of liability in favor of plaintiff with respect to plaintiff's Labor Law Section 240(1) claim is granted as against defendants Gilbane and 525 West and is otherwise denied.

This constitutes the decision and order of this Court.

6/10/2020
DATE

JAMES EDWARD D'AUGUSTE, 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