SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. PAUL A. GOETZ** **PART** **47**

Justice

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JOSE SAUL GUAMAN GUAMAN,

Plaintiff,

- v -

240 WEST 44TH STREET TWO LLC., YORKE CONSTRUCTION CORPORATION, GROUND FORCE CONSTRUCTION LTD., IDEAL INTERIORS GROUP LLC., IDEAL INTERIORS INC.,

Defendants.

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INDEX NO. 157343/2018

MOTION DATE 08/05/2022, 08/04/2022

MOTION SEQ. NO. 002 003

DECISION + ORDER ON MOTION

GROUND FORCE CONSTRUCTION LTD.

Plaintiff,

-against-

LOUGH ALLEN MASONRY INC.

Defendant.

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Third-Party
Index No. 595130/2019

The following e-filed documents, listed by NYSCEF document number (Motion 002) 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 114, 122, 123, 124, 125, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 172, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 198, 199, 201, 202, 203

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

The following e-filed documents, listed by NYSCEF document number (Motion 003) 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 113, 115, 116, 117, 118, 119, 120, 121, 126, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 171, 173, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 200

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

In this Labor Law personal injury action, plaintiff Jose Saul Guaman Guaman moves for partial summary judgment on his Labor Law § 241(6) cause of action (MS #3). Defendants 240

West 44th Street Two LLC (240 West 44th), Yorke Construction Corporation (Yorke Construction), and Ideal Interiors Group LLC and Ideal Interiors Inc. (Ideal Interiors) (collectively, defendants[1]) cross-move for summary judgment dismissing plaintiff's Labor Law §§ 200 and 241(6) claims. Defendants also move, pursuant to CPLR § 3025(b), for leave to amend their Answer.

Additionally, defendant/third-party plaintiff Ground Force Construction Ltd. (Ground Force) moves for summary judgment dismissing the complaint and all crossclaims against it, or in the alternative, for summary judgment on its claim for contractual indemnification as against third-party defendant Lough Allen Masonry Inc. (Lough Allen) (MS #2). Lough Allen cross-moves for summary judgment dismissing the claims against Ground Force and dismissing the third-party complaint.[2]

The motions are consolidated for disposition.

BACKGROUND

240 West 44th owns the Helen Hayes Theatre, located at 240 West 44th Street, New York, New York (the premises). 240 West 44th retained Yorke Construction as the construction manager for a renovation project at the premises (NYSCEF Doc No 88). Yorke Construction retained Ideal Interiors to perform the foundation, concrete, and masonry work for the project (NYSCEF Doc No 89). Ideal Interiors subcontracted with Ground Force "to perform work" on the project (NYSCEF Doc No 90). Ground Force subcontracted with Lough Allen "to complete block installation and brickwork" for the project (NYSCEF Doc No 91). Plaintiff was employed by Lough Allen as a mason (NYSCEF Doc No 1, ¶ 14).

[1] For the purposes of this decision and order, references to "defendants" will not include Ground Force unless otherwise noted.
[2] Ground Force filed a notice of its intention to withdraw the third-party complaint against Lough Allen on January 24, 2020 (NYSCEF Doc No 32), but the court never entered an order permitting the withdrawal.

At plaintiff's deposition, he testified that he began working on the renovation project on October 15, 2017, and that his supervisors were Eamon Fallon and Keyer (full name not specified), both Lough Allen employees (NYSCEF Doc No 92, pp. 22, 24). Plaintiff used his own tools while working at the site, and for any other tools he may need, Keyer instructed him to borrow from Edwin Fernando, an employee of Yorke Construction (*id.*, pp. 35-36).

On November 2, 2017, plaintiff was in the hallway on the second floor of the premises (*id.*, p. 40). He was wearing construction shoes, gloves, goggles, and hardhat (*id.*, pp. 70, 78). Keyer instructed him "[t]o put some cement at a door, to patch up some holes, to put some bricks over at these holes that were too big" (*id.*, p. 41). In order to complete this task, plaintiff required use of a support pipe (*id.*, p. 45). Plaintiff stated that "[t]here was a wooden support pipe on the floor, but it was [the wrong size], so [he] decided to cut it" (*id.*).

In order to cut the wooden pipe, plaintiff needed a circular saw. Since he did not have his own, he borrowed one from Fernando, who told him he could use whatever was in Yorke Construction's toolbox (*id.*, pp. 39, 46). The saw plaintiff borrowed was "very old" (*id.*, p. 56)[3] and heavy, so he asked if there was a firm table where he could set it down (*id.*, p. 46). None were available, but Fernando suggested that he use something in the toolbox to stabilize it (*id.*, p. 48). Plaintiff found a five-gallon bucket and turned it upside down (*id.*, pp. 51, 63). He then placed the pipe on top of the flat end of the bucket and began cutting it with the saw (*id.*, p. 64). Plaintiff had been using the circular saw for five to ten seconds when it became stuck and/or lost power and "bounced back and cut [him] because it didn't have the guard on" (*id.*, pp. 53, 71).[4] In reaction to the pain, plaintiff fell to the ground, "bled a lot because [he] was cut," and fainted

[3] Plaintiff also learned after the fact that the electrical cable connecting the saw to the outlet was partially wrapped in tape (*id.*, pp. 54-55).
[4] Plaintiff clarified that there *was* a guard on top of the saw, but that it "got stuck in one position" (*id.*, pp. 53-54, 68) and therefore failed to protect his hand.

(*id.*, pp. 72, 74, 77). Plaintiff, in severe pain, was taken to the hospital where he had surgery on his hand and was released a few days later with instructions to return (*id.*, pp. 109-113).

Plaintiff's causes of action against defendants and Ground Force are for negligence and violations of Labor Law §§ 200, 240(1), and 241(6) (*id.*). Ground Force's answer includes crossclaims against defendants for: (1) contribution, (2) common law indemnification, (3) contractual indemnification, and (4) breach of contract for failing to procure liability insurance (NYSCEF Doc No 2). Defendants' answer includes the same crossclaims against Ground Force (NYSCEF Doc No 3).

Ground Force also filed a third-party complaint against Lough Allen, which includes causes of action for: (1) contractual indemnification, (2) common law indemnification, (3) contribution, and (4) breach of a contract for failing to procure and maintain liability insurance (NYSCEF Doc No 8). Lough Allen answered, denying the allegations and asserting various affirmative defenses (NYSCEF Doc No 36).

DISCUSSION

"It is well settled that 'the proponent of a summary judgment motion must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to demonstrate the absence of any material issues of fact'" (*Pullman v Silverman*, 28 NY3d 1060, 1062 [2016], quoting *Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]). "Failure to make such showing requires denial of the motion, regardless of the sufficiency of the opposing papers" (*Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853 [1985]). "Once such a prima facie showing has been made, the burden shifts to the party opposing the motion to produce evidentiary proof in admissible form sufficient to raise material issues of fact which require a trial of the action" (*Cabrera v Rodriguez*, 72 AD3d 553, 553-54 [1st Dept 2010]).

"The court's function on a motion for summary judgment is merely to determine if any triable issues exist, not to determine the merits of any such issues or to assess credibility" (*Meridian Mgt. Corp. v Cristi Cleaning Serv. Corp.*, 70 AD3d 508, 510-11 [1st Dept 2010] [internal citations omitted]). The evidence presented in a summary judgment motion must be examined "in the light most favorable to the non-moving party" (*Schmidt v One New York Plaza Co. LLC*, 153 AD3d 427, 428 [2017], quoting *Ortiz v Varsity Holdings, LLC*, 18 NY3d 335, 339 [2011]) and bare allegations or conclusory assertions are insufficient to create genuine issues of fact (*Rotuba Extruders v Ceppos*, 46 NY2d 223, 231 [1978]). If there is any doubt as to the existence of a triable fact, the motion for summary judgment must be denied (*Rotuba Extruders v Ceppos*, 46 NY2d 223, 231 [1978]).

Summary Judgment (MS #3)

Preliminarily, plaintiff argues that defendants' cross-motion for summary judgment, filed on January 24, 2023, should be denied as untimely because it was filed more than 60 days after plaintiff filed his note of issue on June 6, 2022 (NYSCEF Doc No 62). However, "[a] cross motion for summary judgment made after the expiration of the [deadline for making dispositive motions] may be considered by the court, even in the absence of good cause, where a timely motion for summary judgment was made seeking relief 'nearly identical' to that sought by the cross motion" (*Filannino v Triborough Bridge & Tunnel Auth.*, 34 AD3d 280, 281 [1st Dept 2006]; *Royland v McGovern & Co., LLC*, 203 AD3d 677, 678 [1st Dept 2022]). Here, plaintiff timely moved for summary judgment on his Labor Law § 241(6) cause of action. In their cross-motion, defendants raise the issue of their liability under Labor Law § 241(6), which is identical to the issue raised in plaintiff's timely motion for summary judgment. However, they also raise the issue of their liability under Labor Law § 200 and common law negligence, which are

distinct from those raised in plaintiff's motion, and fail to provide good cause for their delay (*Brill v City of New York*, 2 NY3d 648, 652 [2004]). Accordingly, the part of the cross-motion seeking dismissal of plaintiff's Labor Law § 241(6) cause of action will be determined on the merits, but the part of the cross-motion seeking dismissal of plaintiff's Labor Law § 200 and common law negligence causes of action will be denied as untimely (*Jarama v 902 Liberty Ave. Hous. Dev. Fund Corp.*, 161 AD3d 691 [1st Dept 2018] [considering untimely cross-motion only to the extent that it sought dismissal of Labor Law claims raised in plaintiff's summary judgment motion]; *Paredes v 1668 Realty Assoc., LLC*, 110 AD3d 700, 702 [2nd Dept] [same]).

Turning to the only remaining cause of action to be considered on Mot. Seq. No. 3, Labor Law § 241(6) requires owners and contractors to ensure that "[a]ll areas in which [] demolition work is being performed shall be so [equipped] as to provide reasonable and adequate protection and safety to the persons employed therein or lawfully frequenting such places." Notably, the obligations imposed under Labor Law § 241 are non-delegable, meaning that once a plaintiff has established a violation, he need not demonstrate that the owner or general contractor exercised supervision or control over the worksite (*Ross v Curtis-Palmer Hydro-Elec. Co.*, 81 NY2d 494, 502 [1993]; *Rizzuto v L.A. Wenger Contr. Co.*, 91 NY2d 343, 348-49 [1998] ["section 241 (6) imposes liability upon a general contractor for the negligence of a subcontractor, even in the absence of control or supervision of the worksite"]). In order to state a viable Labor Law § 241(6) claim, a plaintiff must allege that the defendant violated a specific standard of conduct under the Industrial Code (*Toussaint v Port Auth. of N.Y.*, 38 NY3d 89, 94 [2022]).

In his bill of particulars, plaintiff bases his Labor Law § 241(6) cause of action on alleged violations of Industrial Code §§ 23-1.5(c)(3), 23-1.10(b)(1), 23-1.12(c), 23.5, and 23-9.2(a) (NYSCEF Doc No 131). However, he addresses only §§ 23-1.5(c)(3), 23-1.12(c), and 23-9.2(a)

in support of his motion for partial summary judgment (NYSCEF Doc No 66) and in opposition to defendants' cross-motion (NYSCEF Doc No 197). As such, these are the only sections which will be considered (*Rizzuto*, 91 NY2d) and plaintiff's allegations of violations of Industrial Code §§ 23-1.10(b)(1) and 23.5 will be deemed abandoned (*Kempisty v 246 Spring St., LLC*, 92 AD3d 474, 475 [1st Dept 2012] ["Where a defendant so moves, 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"]).

Industrial Code § 23-1.5(c)(3) states that "[a]ll safety devices, safeguards and equipment in use shall be kept sound and operable, and shall be immediately repaired or restored or immediately removed from the job site if damaged." Plaintiff argues that this provision was violated as evidenced by the saw's power cord being partially wrapped in electrical tape, suggesting that there was a known defect in the cord, and rather than removing it from the worksite, someone made an inadequate makeshift repair.

Defendants argue[5] that § 23-1.5(c)(3) is inapplicable because the rule only requires the removal of a safety device "if damaged," which presupposes that the owner or contractor had prior notice of the damage, and defendants had no such notice. Defendants are correct that there must be "evidence of prior notice as to whether the [circular saw] was sound and operable at the time of plaintiff's accident so as to support a violation of Industrial Code (12 NYCRR) § 23-1.5 (c)" (*Cabral v Rockefeller Univ.*, 222 AD3d 474, 475 [1st Dept 2023]). The disagreement centers, rather, on the import of the electrical tape wrapped around the power cord; plaintiff posits that this definitively establishes notice, while defendants argue that the inference of notice from the

[5] Ground Force's arguments regarding its liability under Labor Law § 241(6), which were raised in opposition to plaintiff's motion for summary judgment (MS #3), will be more fully addressed below in the discussion of Ground Force's own motion for summary judgment (MS #2).

tape alone is purely speculative. The answer falls between these two positions: the presence of tape on the cord is not dispositive, but it does raise an issue of fact as to defendants' notice. Thus, summary judgment cannot be granted to either party on the basis of a violation of NYCRR § 23-1.5(c).

Industrial Code § 23-1.12(c)(1) provides, in part, that "[e]very portable, power-driven, hand-operated saw which is not provided with a saw table . . . shall be equipped with a fixed guard above the base plate which will completely protect the operator from contact with the saw blade when the saw is operating." Plaintiff asserts that this provision was violated because he was not provided with a saw table, and the guard on the saw "got stuck in one position," leaving his hand exposed (NYSCEF Doc No 92, p. 68). Defendants argue that plaintiff simply has not met his prima facie burden. To the contrary, plaintiff's testimony indicated that the "portable, power-driven, hand operated saw" he was using was not equipped with a guard to "*completely protect the operator* from contact with the saw blade," as evidenced by the fact that the guard became stuck and failed to protect against his injury. Defendants fail to raise an issue of fact regarding whether the saw was equipped with an adequate guard. Thus, the violation of NYCRR § 23-1.12(c)(1) is an appropriate basis for plaintiff's Labor Law § 241(6) claim.

Plaintiff has also met his burden of proof on his Industrial Code § 23-9.2(a) claim, which provides that "[a]ll power-operated equipment shall be maintained in good repair and in proper operating condition at all times," since his testimony indicated that the power-operated saw was not in proper operating condition and defendants failed to raise an issue of fact regarding same.

Accordingly, since plaintiff has met his prima facie burden that he was not given tools that provided "reasonable and adequate protection and safety" pursuant to Labor Law § 241(6), the part of plaintiff's motion for summary judgment on his Labor Law § 241(6) cause of action

will be granted as against 240 west 44th and Yorke Construction, and the corresponding portion of defendants' cross-motion will be denied.

Ideal Interiors Group and Ideal Interiors, however, were sub-contractors, and therefore may only be liable under this section if they "had the authority to supervise and control the work giving rise to the obligations imposed by these statutes, which would render it the general contractor's statutory agent" (*Nascimento v Bridgehampton Constr. Corp.*, 86 AD3d 189, 192-93 [1st Dept 2011]). Plaintiff testified that he never spoke with anyone from Ideal Interiors, and he was supervised only by other Lough Allen employees (NYSCEF Doc No 92, pp. 22-24, 36). Accordingly, since plaintiff failed to make a prima facie showing that these entities had control and authority over his work, his motion will be denied as against Ideal Interiors Group and Ideal Interiors, and the corresponding portion of Ideal Interiors Group and Ideal Interiors' cross-motion will be granted.

Summary Judgment (MS #2)

Ground Force moves for summary judgment dismissing plaintiff's complaint as against it. Plaintiff's causes of action are pursuant to Labor Law §§ 240(1), 241(6), 200, and for common law negligence. Ground Force also moves for summary judgment dismissing defendants' crossclaims against it for common law indemnification, contractual indemnification, contribution, and breach of contract. In the alternative, Ground Force seeks summary judgment on its contractual indemnification claim against third-party defendant Lough Allen. Lough Allen cross-moves for summary judgment dismissing the claims against Ground Force and dismissing the third-party complaint.

i. Plaintiff's Labor Law Claims

Like Ideal Interiors Group and Ideal Interiors, Ground Force was a sub-contractor, and therefore may only be liable under New York's Labor Laws if it "had the authority to supervise and control the work giving rise to the obligations imposed by these statutes, which would render it the general contractor's statutory agent" (*Nascimento*, 86 AD3d at 192-93), or if it created the dangerous condition giving rise to the injury (*Tighe v Hennegan Constr. Co., Inc.*, 48 AD3d 201, 201 [1st Dept 2008]). Plaintiff testified that he never interacted with anyone from Ground Force, and he was supervised only by other Lough Allen employees (NYSCEF Doc No 92, pp. 22-24, 36). Ground Force also notes that it was not present at the jobsite and did not provide the saw that injured plaintiff. Ground Force has thus made its prima facie showing that it had no authority or control over plaintiff's work, and plaintiff failed to raise a question of fact on that issue. Accordingly, the part of Ground Force's motion for summary judgment seeking dismissal of plaintiff's complaint as against it will be granted, and this action will be severed and continued against the remaining defendants.

ii. Ground Force's Crossclaims

In light of the foregoing, Ground Force's crossclaims against defendants for common law and contractual indemnification, contribution, and breach of contract for failure to procure insurance protecting it from liability for plaintiff's injuries will be dismissed as moot (*Aiu Ins. Co. v Unicover Managers*, 282 AD2d 260 [1st Dept 2001] [dismissing counterclaims of a defendant after remaining causes of action against it were dismissed]).

iii. Third-Party Complaint

Also in light of the foregoing, Ground Force's third-party complaint against Lough Allen will be dismissed as moot (*id.* [dismissing, *sua sponte*, third-party complaint after complaint was dismissed as against third-party plaintiff]).[6]

Leave to Amend Answer (MS #3)

Returning to Motion Sequence No 3, "leave to amend a pleading shall be freely granted absent prejudice or surprise resulting from the delay" unless "the proposed pleading fails to state a cause of action . . . or is palpably insufficient as a matter of law" (*Davis & Davis v Morson*, 286 AD2d 584, 585 [1st Dept 2001]). Motions for leave to amend are "committed . . . to the sound discretion of the trial court," and "to obtain leave, a [movant] must submit evidentiary proof of the kind that would be admissible on a motion for summary judgment" (*Velarde v City of New York*, 149 AD3d 457, 457 [1st Dept 2017] [internal citations omitted]). Additionally, "where there has been an inordinate delay in seeking leave the plaintiff must establish a reasonable excuse for the delay, and submit an affidavit to establish the merits of the proposed amendment" (*Fuentes v City of New York*, 3AD3d 549, 550 [2nd Dept 2004]).

In their cross-motion, defendants seek leave to amend their answer to add a crossclaim for contractual indemnification against third-party defendant Lough Allen based on an indemnification provision in the contract between Lough Allen and Ground Force. The provision states: "Subcontractor [Lough Allen] . . . shall [] indemnify [] Ground Force, . . . project owners, [and] any other upper tier contractors hiring Ground Force, from any and all expenses, costs, judgments, or damages . . . with respect to any claim [or] action . . . asserted against [them] . . . in

[6] Ground Force had already attempted to withdraw the third-party complaint by the time Lough Allen filed this motion (NYSCEF Doc No 32). For the sake of clarity, the third-party action will be discontinued by this decision and order.

connection with Subcontractor's performance under this agreement" (NYSCEF Doc No 91, ¶ 8). Lough Allen opposes the motion on the grounds that it is prejudicially late, as discovery has been completed, the note of issue filed, and dispositive motions submitted; and that it is meritless, since the unsigned contract defendants rely on is unenforceable. Lough Allen asserts that the exhibit provided by defendants improperly combines two materially different contracts it had with Ground Force: one contract, dated May 5, 2017, included the indemnification provision but was not signed by Lough Allen; and another contract, dated June 1, 2017, did not include indemnification language but was signed by both parties (*id.*).

"Here, [defendants] failed to provide a satisfactory explanation for the delay in moving for leave to amend [their answer] until eight months after the note of issue was filed" (*Fuentes*, 3AD3d at 550), or any explanation, for that matter. Moreover, their proposed crossclaim for contractual indemnification is based on an unsigned agreement, which "may be enforceable, including for purposes of Workers' Compensation Law § 11, provided there is objective evidence establishing that the parties intended to be bound," but defendants have not submitted any evidence demonstrating such intent (*Barrett v Magnetic Constr. Group Corp.*, 149 AD3d 1022, 1024 [2nd Dept 2017]). Thus, defendants' proposed amendment is prejudicially late and without merit. Accordingly, the part of defendants' cross-motion seeking leave to amend their answer will be denied.

CONCLUSION

Accordingly, it is

ORDERED that plaintiff's motion for summary judgment on his Labor Law § 241(6) cause of action (MS #3) is granted as against defendants 240 West 44th and Yorke Construction,

and denied as against defendants Ideal Interiors and Ideal Interiors Group, and Ground Force; and it is therefore

ORDERED that the part of defendants' cross-motion for summary judgment seeking dismissal of plaintiff's Labor Law § 241(6) cause of action is granted as against defendants Ideal Interiors and Ideal Interiors Group, and denied as against defendants 240 West 44th and Yorke Construction; and it is further

ORDERED that the part of defendants' cross-motion for summary judgment seeking dismissal of plaintiff's Labor Law § 200 and negligence causes of actions is denied as untimely; and it is further

ORDERED that the part of defendants' cross-motion seeking leave to amend their answer is denied; and it is further

ORDERED that the part of Ground Force's motion for summary judgment (MS #2) seeking dismissal of plaintiff's complaint as against it is granted and the complaint is dismissed in its entirety as against it, with costs and disbursements to Ground Force as taxed by the Clerk of the Court, and the Clerk is directed to enter judgment accordingly in favor of Ground Force; and it is further

ORDERED that defendants' crossclaims against Ground Force for common law and contractual indemnification, contribution, and breach of contract are dismissed; and it is further

ORDERED that Lough Allen's cross-motion is denied, and Ground Force's third-party complaint against it is dismissed in its entirety, with costs and disbursements to Lough Allen as taxed by the Clerk of the Court, and the Clerk is directed to enter judgment accordingly in favor of Lough Allen; and it is further

ORDERED that the third-party action is dismissed; and it is further

ORDERED that the caption is hereby amended as follows:

JOSE SAUL GUAMAN GUAMN,

Plaintiff,

- v -

240 WEST 44TH STREET TWO LLC., YORKE CONSTRUCTION CORPORATION, IDEAL INTERIORS GROUP LLC., IDEAL INTERIORS INC.,

Defendants.

And it is further

ORDERED that all papers, pleadings, and proceedings in the above-entitled action be amended in accordance with this change, without prejudice to the proceedings heretofore had herein; and it is further

ORDERED that within 30 days of entry of this order, counsel for Ground Force shall serve a copy of this order with notice of entry upon the County Clerk and the Clerk of the General Clerk's Office, 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 County Clerk 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 the court's website)].

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7/5/2024
DATE

PAUL A. GOETZ, J.S.C.

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