SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

EVELYN BURTON AS TRUSTEE OF THE EB TRUST, et al., *Plaintiff*,	:	**Case No. 2020 CA 003378 B**
v.	:	**Judge Heidi M. Pasichow**
CHASE POINT UNIT OWNERS, ASSOCIATION, et al.. *Defendant*.	:	

ORDER DENYING DEFENDANTS' OPPOSED MOTION TO DISMISS THE COMPLAINT

This matter is before the Court based upon Defendant Chase Point Unit Owners' Association ("Association"), Defendant Richard Steinwurtzel, and Defendant Jan Preston's (collectively, "Defendants") Opposed Motion to Dismiss the Complaint ("Motion to Dismiss"), filed August 24, 2020. All parties are represented by counsel.

I. Procedural History

On July 31, 2020, Plaintiffs Evelyn Burton as Trustee of the EB Trust and Michael Burton as Trustee of the EB Trust (collectively, "Plaintiffs") filed a Complaint for Declaratory Judgment. The Complaint alleged seven (7) counts: Count I: Declaratory Judgment against the Association; Count II: Breach of Fiduciary Duty against Mr. Steinwurtzel; Count III: Breach of Fiduciary Duty against Ms. Preston; Count IV: Violation of D.C. Code § 42-19.2.09(a) against the Association; Count V: Breach of Contract against the Association; Count VI: Intentional Interference with Property against the Association; and Count VII: Demand for Inspection of Books and Records against the Association.

The Complaint arises out of Ms. Burton's attempts over an eighteen (18) month period to gain approval to install electrical vehicle charging equipment ("EVSE") in one of the two

parking spaces that are in her control at Chase Point Condominiums. After submitting an application to the Board of Directors, Ms. Burton was told that the Association would complete a study on the compatibility of EVSE. Ms. Burton first inquired about adding EVSE to a parking space on February 4, 2019 and she submitted a formal request on April 22, 2019. Compl. at ¶¶ 24, 29. Defendant Steinwurtzel responded to Ms. Burton's February 4, 2019 inquiry on February 8, 2019 by way of letter stating "that generally speaking, the idea of having electric charging stations at Chase Point is an excellent one...[but the Association cannot] act on [Ms. Burton's] request at this time." Compl. at ¶¶ 25, 26.

On June 24, 2019, Ms. Preston, Chair of the Association's Mechanical Systems Committee, responded, informing Ms. Burton that the request could not be approved but that a committee was actively pursuing adding the capability. Compl. at ¶ 31. On July 24, 2019, Ms. Burton sent another letter seeking to appeal the denial and noting that she had been unable to use her parking space since moving in. Compl. at ¶ 32. Plaintiff Burton represents that she explained to the Association that "the EVSE would be connected to the electrical meter for ***her*** apartment, and that she would be ***100 percent responsible*** for the installation." *See* Compl. at ¶ 31 (emphasis included in original). On August 19, 2019, Ms. Preston responded indicating that the denial could not be appealed. Compl. at ¶ 34.

On August 24, 2020, Defendants filed the instant Motion to Dismiss. On August 25, 2020, Defendants filed a Notice of Entry of Appearance for Counsel for Defendants collectively. On August 27, 2020, Plaintiffs filed Affidavits of Service for all Defendants. On September 8, 2020, Plaintiffs filed an Opposition to the instant Motion to Dismiss. On September 14, 2020, Defendants filed a Reply in Support of their Motion to Dismiss.

II. Legal Standard

To survive a Motion to Dismiss, a Complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face. *See Potomac Dev. Corp. v. District of Columbia*, 28 A.3d 531, 543-44 (D.C. 2011); *Ashcroft v. Iqbal*, 556 U.S. 662, 678-79 (2009); *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555-56 (2007). Dismissal of a Complaint for failure to state a claim upon which relief can be granted should only be awarded if "it appears beyond doubt that the Plaintiff[s] can prove no set of facts in support of [their] claim which would entitle [them] to relief." *See* Super. Ct. Civ. R. 12(b)(6); *Fingerhut v. Children's Nat'l Med. Ctr.*, 738 A.2d 799, 803 (D.C. 1999).

When considering a Motion to Dismiss, a Court must "construe the facts on the face of the Complaint in the light most favorable to the non-moving party, and accept as true the allegations in the Complaint." *Fred Ezra Co. v. Pedas*, 682 A.2d 173, 174 (D.C. 1996). A Court should not dismiss a Complaint merely because it "doubts that a Plaintiff will prevail on a claim." *See Duncan v. Children's Nat'l Med. Ctr.*, 702 A.2d 207, 210 (D.C. 1997). However, the Court need not accept inferences if such inferences are unsupported by the facts set out in the Complaint. *See Kowal v. MCI Comm. Corp.*, 16 F.3d 1271, 1276 (D.C. Cir. 1994). Nor must the Court accept legal conclusions cast in the form of factual allegations. *Id.*

A pleading must contain a "short and plain statement of the claim showing that the pleading is entitled to relief." *See* Super. Ct. Civ. R. 8(a); *Ashcroft v. Iqbal*, 556 U.S. 662, 677-78 (2009). To survive a Motion to Dismiss under Super. Ct. Civ. R. 12(b)(6), a Plaintiff must provide "enough facts to state a claim to relief that is plausible on its face." *See Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). A claim is plausible on its face "when the Plaintiff pleads

factual content that allows the Court to draw the reasonable inference that the Defendant is liable for the misconduct alleged." *Id.*

III. Analysis

Defendants argue that Plaintiffs fail to state a claim pursuant to Super. Ct. Civ. R. 12, and therefore, request that the Court dismiss their Complaint. Plaintiffs contend that the Complaint sets out well-pleaded causes of action and requests that the Court deny the Motion to Dismiss. The Court finds that Defendants fail to meet the standard necessary for dismissal, and consequently will deny the instant Motion to Dismiss. The Court addresses each of the seven (7) counts of Plaintiffs' Complaint below.

a. Count I: Declaratory Judgment against the Association

Defendants contend that the function of Declaratory Judgment is to settle a dispute by declaring the rights of a party before there is an injury. Mot. at 3-4. They assert that Plaintiffs have no prospective treatment because the Association has already denied Ms. Burton's application, so the alleged injury has already occurred. Mot. at 4. Defendants also dispute Plaintiffs' interpretation of the Chase Point Condominiums Declaration ("Declaration"), Common Law, and D.C. Municipal Regulations Mot. at 4, 6. Specifically, Defendants represent that sections 6.2(c) and 6.2(d) of the Declaration[1] merely require that Plaintiffs have access to existing utilities and common spaces but do not encompass the installation of new systems by a unit owner. Mot. at 4. They also state that although D.C. Municipal Regulation Title 14 §1600

[1] Defendants correctly note that Plaintiffs did not attach to their Complaint a copy of the Declaration. Defendants assert that as the Complaint relies on the Declaration, it is deemed attached the Complaint. *See Washkoviak v. Student Loan Marketing Ass'n*, 900 A.2d 168, 178 (D.C. 2006). While courts may consider documents "incorporated in the complaint" when considering a motion under Rule 12(b)(6), the fact that neither party provided the Court with a copy the Declaration throughout their filings certainly restrains the Court's ability to fully comprehend and digest a document so heavily relied upon by both parties. *EEOC v. St. Francis Xavier Parochial Sch.*, 326 U.S. App. D.C. 67, 70, 117 F.3d 621, 624 (1997

allows a resident to furnish utilities needed for normal occupancy, installation of EVSE is not included in that definition. Mot. at 6. Additionally, Defendants assert that Plaintiffs' claim should be dismissed because it is duplicative of their breach of contract claim. Reply at 2.

Plaintiffs assert that their injury has not subsided because Ms. Burton's harm is ongoing as long as she is prevented from installing EVSE. Opp. at 6. Plaintiffs also contend the Declaration provides the necessary rights to install EVSE because all Ms. Burton needs is "access" to the utilities. Opp. at 7. They also contend that "normal occupancy" is a flexible standard that changes over time, so Plaintiffs are not barred from making the argument that ability to install EVSE is included in that definition. Opp. at 10. Additionally, Plaintiffs represent that declaratory judgment is not duplicative of its Breach of Contract claim.

The Court finds that there is a material dispute as to the facts of the instant case and, therefore, Defendants' argument does not meet the standard required for dismissal. In the District, "declaratory judgment may be appropriate in 'a concrete case admitting of an immediate and definitive determination of the legal rights of the parties in an adversary proceeding upon the facts alleged.'" *Local 36 Int'l Ass'n of Firefighters v. Rubin*, 999 A.2d 891, 896 (D.C. 2010) (quoting *McIntosh v. Washington*, 395 A.2d 744, 749 (D.C.1978)). Here, Plaintiffs seek the immediate declaration that Ms. Burton be permitted to install EVSE in her parking space. Additionally, declaratory relief "may be considered independent of whether other forms of relief are appropriate." *McIntosh*, 395 A.2d at 754 n. 24.

Lastly, and most notably, the parties have a material dispute as to the meaning of the language in the Declaration as well as the common law and statutory rights. Plaintiff represents that her right to install the EVSE on the wall next to one of the Plaintiff EB' Trust's two parking

spaces is rooted in sections 6.2(c) and 6.2(d) of the Declaration. Section 6.2(c) reads in pertinent part:

> To the extent access to utility systems (including but not limited to pipes, wires, ducts, cables, conduits, public utility lines and other utility distribution systems) serving any portions of the Condominium cannot be reasonably obtained through the General Common Elements, reasonable easements shall exist through the Units and the Limited Common Elements to provide such access. If access is desired through any portion of the Condominium, the party desiring access shall provide reasonable notice to the Board of Directors, which access shall not be unreasonably denied or delayed. The use of the utility easements provided herein shall not unreasonably interfere with the use of the Units.

Although both parties have different interpretations of sections 6.2(c) and 6.2(d) of the Declaration, both parties assert that the meaning of this section is clear. Defendants represent that sections 6.2(c) and 6.2(d) of the Declaration merely require that Plaintiffs have access to existing utilities and common spaces but does not encompass the installation of new systems by a unit owners such as Plaintiff Burton. In contrast, Plaintiffs assert that sections 6.2(c) and 6.2(d) entitle Plaintiffs to utilization of the easements in the Declaration to access the electricity to charge her electric vehicle in one of her parking spaces. Plaintiffs claim that as Ms. Burton intends to shoulder the cost of the installation as well as all future charges for electricity used in charging her vehicle that the only request being made for action from the Association is for use of those easements. It does not appear beyond doubt that the Plaintiffs can prove no set of facts in support of their claim which would entitle them to relief. *See* Super. Ct. Civ. R. 12(b)(6); *Fingerhut v. Children's Nat'l Med. Ctr.*, 738 A.2d 799, 803 (D.C. 1999). Accordingly, the Court denies the Motion to Dismiss as to Count I of Plaintiffs' Complaint.

b. Counts II and III: Breach of Fiduciary Duty against Mr. Steinwurtzel and Ms. Preston

Defendants assert that Mr. Steinwurtzel and Ms. Preston did not breach their fiduciary duties as their decision was in the best interest of Association as a whole under business

judgment standard. *See Behradrezaee v. Dashtara*, 910 A.2d 349, 361 (D.C. 2006) (defining the business judgment rule as "a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company"). Defendants asserts that the directors' decisions, such as the one refusing to allow Ms. Burton to add EVSE to a parking space, "will be respected by courts unless the directors are interested or lack independence relative to the decision, do not act in good faith, act in a manner that cannot be attributed to a rational business purpose or reach their decision by a grossly negligent process that includes the failure to consider all material facts reasonably available." *Kamit Inst. for Magnificent Achievers v. D.C. Pub. Charter Sch. Bd*., 81 A.3d 1282, 1286 n.5 (D.C. 2013)(citing *Behradrezaee v. Dashtara*, 910 A.2d 349, 361 (D.C. 2006)). Defendants assert that Defendant Preston's comments to Plaintiff Burton that the Association was "actively pursuing adding this capability," but that it was seeking a "solution that will serve the broader [Association]" should be considered a "death knell for the Complaint and any allegations of breach of fiduciary duty against Mr. Steinwurtzel or Ms. Preston. *See* Compl. at ¶ 31; Opp. at 8.

Plaintiffs assert that the question of what was in the best interest of the Association is a question of fact that has not yet been established. Opp. at 12-13. More specifically, Plaintiffs have alleged that Defendant Steinwurtzel and Defendant Preston's decision reflects a "grossly negligent process that does not consider all material facts and represents willful misconduct and bad faith" and Defendant Steinwurtzel and Defendant Preston's decision "could have no rational basis for refusing [Plaintiff Burton's request], ***and*** that the claimed 'study' has been but a ruse to delay and deny Ms. Burton's request and prevent her from moving forward." Opp. at 12 (emphasis included in original).

Again, the Court finds that Defendants have not shown that it appears "beyond doubt that the Plaintiff[s] can prove no set of facts in support of [their] claim which would entitle [them] to relief." *See* Super. Ct. Civ. R. 12(b)(6); *Fingerhut v. Children's Nat'l Med. Ctr.*, 738 A.2d 799, 803 (D.C. 1999). At this juncture, Plaintiffs' allegations are sufficient to defeat a motion to dismiss based upon the facts plead in the Complaint. Further, although placed in a footnote of Plaintiffs' Opposition, the Court agrees at this juncture with Plaintiffs' contention that Defendant Steinwurtzel and Defendant Preston's decision to refuse Plaintiff Burton's request is one of interpretation of the Association's Declaration and not one made as a business decision on behalf of the Association. Defendants' do little to combat or address this argument other than simply stating that Defendant Steinwurtzel and Defendant Preston's decision were "based upon looking 'for a solution that will serve the broader [Association]'" Reply. At 5, fn. 10. The Court is not persuaded by Defendants' argument that Ms. Preston's statement that she is looking "for a solution that will serve the broader [Association]" clearly established that both Defendant Steinwurtzel and Defendant Preston's decisions were ones that fall under the protection of the business judgment rule. Therefore, the Court will deny the Motion to Dismiss as to Counts II and III.

c. Count IV: Violation of D.C. Code § 42-19.2.09(a) against the Association

Plaintiffs' claim that the Association violated D.C. Code § 42-19.2.09(a) by breaching Sections 6.2(c) and 6.2(d) of the Declaration. Defendants again assert that "Plaintiffs' reading of Sections 6.2(c) and 6.2(d) is inconsistent with the plaint language of the Declaration[.]" Mot. at 9. Further, the parties' arguments regarding the plain language of the Declaration from section III(a) of the instant Order are reincorporated here. Again, as the Court previously found in section III(a), the Court finds that there is a material dispute as to the facts of the parties'

interpretation of the language of the Declaration. Accordingly, the Court finds that Defendant has not establish that Plaintiff's Complaint lacks sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face. *See Potomac Dev. Corp. v. District of Columbia*, 28 A.3d 531, 543-44 (D.C. 2011); *Ashcroft v. Iqbal*, 556 U.S. 662, 678-79 (2009); *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555-56 (2007). Consequently, the Court will deny the Motion to Dismiss as to Count IV.

d. Count V: Breach of Contract against the Association

In order to prevail on a claim for breach of contract, Defendant cites that Plaintiff must establish: (1) there is a valid contract, (2) there is an obligation or duty arising out of the contract; (3) a breach of that duty; and (4) damages caused by the breach. *Francis v. Reham,* 110 A.3d 615, 620 (D.C. 2015). Defendants assert that based on the required elements to prove a breach of contract claim that Plaintiffs fail on the second element which requires a duty or obligation arising from the contract as "the Association does not have an obligation or duty to allow Ms. Burton to install new wiring in the General Common Elements." Mot. at 9-10.

However, Plaintiffs assert that there is an implied covenant of good faith and fair dealing in the contract, which Defendants have breached. Opp. at 14. More specifically, Plaintiffs' assertion that citation of the elements of a breach of contract claim from the *Francis* court lacks the entire findings of the Court, which provide that:

> To state a claim for breach of contract so as to survive a Rule 12(b)(6) motion to dismiss, it is enough for the plaintiff to describe the terms of the alleged contract and the nature of the defendant's breach. *Nattah v. Bush,* 605 F.3d 1052, 1058 (D.C. Cir. 2010)(reasoning that plaintiff was not required to assert in the complaint that individuals who made oral promises to him had authority to contract on behalf of the defendant company).

Francis v. Reham, 110 A.3d 615, 620-21 (D.C. 2015); Pl's Opp. at 14. The Court finds that Plaintiffs' assertions, if accepted as true, state a claim for breach of contract that is plausible

on its face. The Court is not persuaded by Defendants' argument that "as Plaintiffs cannot allege that Defendants have taken any action inconsistent with the Declaration" that therefore Plaintiffs' claims for the implied covenant of good faith and fair dealing does not aid their claim for breach of contract. Accordingly, the Court denies Defendants' Motion to Dismiss as to Count V of the Complaint.

e. Count VI: Intentional Interference with Property against the Association

Defendants assert that the District does not have a cause of action for Intentional Interference with Property; however, even if it did, Defendant represents that the "claimed 'invasion' is not substantial" because "fact that Ms. Burton cannot charge vehicles is not a substantial invasion of her property rights." Mot. at 10. Alternately, Plaintiffs note that the District has specifically chosen not to determine whether a cause of action exists for intentional interference with property rights. Opp. at 15. *See Harnett v. Washington Harbour Condominium Unit Owners' Ass 'n*, 54 A.3d 1165, 1181 (D.C. 2012).

The Court finds that in addition to the question of whether a cause of action exists, there is a material dispute over whether the Association's actions have resulted in a substantial invasion of Ms. Burton's property rights. Therefore, dismissal at this time would be inappropriate and the Court will deny the Motion to Dismiss as to Count VI.

f. Count VII: Demand for Inspection of Books and Records against the Association

The parties are in dispute as to whether Plaintiffs' made a request for an inspection of the Association's books and records. D.C. Code § 42-1903.14 states that the Associations books and records are available for review "by a unit owner in good standing or such unit owner's authorized agent so long as the request is for a proper purpose related to the unit owner's membership in the unit owners' association." The question of whether Plaintiffs properly

requested to inspect the books and records is one of fact. Plaintiffs have set forth a plausible claim asserting that they did make the request, which is sufficient to defeat a motion to dismiss. Therefore, the Court will deny Defendants' Motion to Dismiss as to Count VII.

IV. Conclusion

Lastly, the Court turns to Plaintiffs' note that Defendants' failed to seek consent prior to filing the Motion to Dismiss, which is a violation of Super. Ct. Civ. R. 12-I(a)(1). While the Court does not find this dispositive of the Motion to Dismiss, it is vital that parties adhere to the D.C. Superior Court Rules in order to effectively move the case forward and maintain the interests of justice. Further, based upon the denial of the instant Motion to Dismiss the Defendants' responsive pleadings are now due within fourteen (14) days **by November 12, 2020**.

On October 28, 2020, the parties filed a Praecipe noting the pending motion and requesting a Track 2 Scheduling Order. The parties' October 28, 2020 Praecipe further represents that the "parties note that they have begun discussing resolution of this matter and, therefore, to conserve resource, would request simply to have a schedule issue at this point." Praecipe at 1. The parties further inform the Court that they will advise the Court "if a resolution is not reached in 60 days." *Id*. As the Defendants have not filed an Answer at this time, the Court is not going to issue the requested Track 2 Scheduling Order at this time. However, upon the filing of an Answer by Defendants, the Court will issue a Track 2 Scheduling Order consistent with the October 28, 2020. Consequently, the Court will vacate the parties' October 30, 2020, Initial Scheduling Conference and reschedule the parties to appear on the December 18, 2020 at 9:30 a.m. in Courtroom 516 to provide time for Defendants to file a responsive pleading. Although there is a possibility that the December 18, 2020 Scheduling Conference will be

conducted remotely, due to the fluid nature of the pandemic, the Court is unable to say with certainty at this point whether the parties hearing will be in person or remotely at this juncture. Once the Court receives further instructions on how those hearings will be conducted, remotely or otherwise, then it will be provided to the parties as well.

Due to the ongoing issues surrounding coronavirus, the Court understands that parties will need to be flexible and need to make decisions on how they intend to conduct business, including discovery, remotely. The Court appreciates the parties' attempts to move this case forward. ***The Court reiterates that the current health crisis has significantly impacted its hearing and trial schedule and strongly encourages the parties to resolve this case more expeditiously than the alternative of continuing the matter until later next year for further litigation***. In order to ensure that the Court has available communication with all parties, please make sure that all parties submit ***an email address and/or an updated telephone number in all future filings*** or directly to Chambers via email JudgePasichowChambers@dcsc.gov.

Further, during the period of emergency[2] caused by COVID-19, the Civil Division Clerk's Office restricted the acceptance of filings not filed through CaseFileXpress. The Civil Division Clerk's Office designated an email address (CivileFiling@dcsc.gov) that only accepts filings for **emergency matters**. Currently, parties may submit filings via U.S. Postal mail or via the after-hours drop box located on the 1st Floor of the Moultrie Courthouse Building. The Court

[2] Chief Judge Morin issued an Order on March 19, 2020 declaring the court's state of emergency would run from March 19, 2020 until May 15, 2020. On May 14, 2020 and on June 19, 2020, Chief Judge Morin issued an Amended Order extending the court's period of emergency until June 19, 2020 and then again until August 14, 2020. Most recently on August 13, 2020 Chief Judge Morin issued another Amended Order extending the court's period of emergency until November 9, 2020.

is aware that there are severe delays in processing paper filings. Finally, the Civil Division Clerk's Office still accept filings submitted electronically via CaseFileXpress.[3]

Additionally, **if the parties are interested in engaging in Early Mediation through Multi-Door remotely**, the Multi-Door Director provided guidance on how to schedule those mediations remotely as follows:

> Multi-Door ceased all mediations on March 16th . . . Mediations are now set for 3 hour blocks (previously 2 hours blocks) with four mediations set on each of the three mediation days (Tues, Wed, Thurs) per week, with two at 9:00 and two at 1:30.
>
> Mediations can be scheduled via the existing Civil 1 and 2 Multidoor calendars available for courtrooms clerks and chambers staff. Litigants may contact Pam Marqru at 202-879-0667 with any questions regarding remote mediation.

For any further questions as to the court's resources please access Chief Judge Morin's August 13, 2020 Amended Order at https://www.dccourts.gov/sites/default/files/matters-docs/General%20Order%20pdf/Amended-Order-8-13-20-FINAL.pdf. Additionally, please see attached the Court's preliminary instructions for remotely attending Hearings. For updates on DC Superior Court's available resources and protocol in handling the ongoing coronavirus please continue to check: https://www.dccourts.gov/coronavirus.

Finally, if the parties intend to submit a Praecipe Requesting a Scheduling Order or filing dismissing the case, please file and provide a courtesy copy to Chambers no later than ***at least four (4) business days before your Initial Scheduling Conference***. ***Otherwise all parties are required to attend the Initial Scheduling Conference on December 18, 2020 at 9:30 a.m. in Courtroom 516.***

For the foregoing reasons, it is this 29th day of October 2020,

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[3] More information regarding this process can be found on the Court's website at www.dccourts.gov under the DC Superior Court eFiling "Learn More Tab". If you have any questions or need additional support with using the eFiling system, please contact File & ServeXpress by the following methods: Client Support at 1.888.529.7587; or email them at support@fileandserve.com; or the chat line feature at https://www.fileandservexpress.com.

ORDERED that the Defendant's Opposed Motion to Dismiss the Complaint, is **DENIED**; it is,

FURTHER ORDERED that Defendants **SHALL FILE** a responsive pleading to the Complaint **on or before November 12, 2020**; it is,

FURTHER ORDERED that the parties' October 30, 2020 Initial Scheduling Conference is **VACATED and RESCHEDULED** for **December 18, 2020 at 9:30 a.m. to be held in Courtroom 516.** ***The Court's preliminary Instructions for Hearings by Telephone or Video are attached in the event the Initial Scheduling Conference is held remotely***; and it is,

FURTHER ORDERED that if the parties intend to submit a filing dismissing the case or a Praecipe Requesting a Scheduling Order prior to the **December 18, 2020** Initial Scheduling Conference that they **SHALL SUBMIT** a courtesy copy, no later than **December 11, 2020,** and the Court will vacate the **December 18, 2020** Initial Scheduling Conference.

Heidi M. Pasichow

Heidi M. Pasichow
Associate Judge
(Signed in Chambers)

Copies e-served to:

Jeremy W. Schulman
James "Jake" Schaller
Counsel for Plaintiff

Mariam W. Tadros
Counsel for Defendant