

directed to enter judgment in favor of defendants ARI Products, Inc. and Triangle Services, Inc. dismissing the second amended complaint and cross claims as against them.

Plaintiffs allege that in November 2002, Frank Peters, an employee of nonparty building owner HSBC, was descending an interior stairway when the handrail broke in half, causing his fall and injury. It is undisputed that the handrail was installed as part of a renovation performed by defendant D.P. Facilities, the general contractor, and ARI Products, Inc., a subcontractor, in approximately 1992, 10 years before the accident.

Defendant property manager Trammell Crow Company failed to carry its burden of showing entitlement to judgment due to lack of notice of the dangerous condition (*see generally Strowman v Great Atl. & Pac. Tea Co.*, 252 AD2d 384, 385 [1998]) since, despite its acknowledged inspection procedure, it failed to conduct any inspection of the area where the accident occurred, including the subject handrail (*see Showverer v Allerton Assoc.*, 306 AD2d 144 [2003]).

However, Triangle Services' unambiguous contract to provide cleaning and janitorial services for the building lacked any repair or maintenance obligations that could give rise to tort liability to plaintiff (*see Espinal v Melville Snow Contrs.*, 98 NY2d 136 [2002]), notwithstanding Triangle's provision of

"engineering" services, passing mention of the word "maintain," and the professed understanding of Trammell Crow's witness to the contrary (see *Shilkoff, Inc. v 885 Third Ave. Corp.*, 299 AD2d 253, 253 [2002]). It is clear, as a matter of law, that the building's engineering and maintenance personnel, who performed repairs, were Triangle employees solely for payroll purposes, and were not under its supervision or control (see *Brunetti v City of New York*, 286 AD2d 253 [2001]).

Whether or not ARI Products installed the handrail in question, the conclusory opinion of plaintiffs' architectural expert is insufficient to raise a question of fact as to whether the handrail was improperly installed. While citing Administrative Code requirements that handrails on interior stairs be designed to support certain vertical forces and loads, the expert made no showing that the handrail in question did not meet such requirements. He also provided no authority to support his assertions that "industry standards" called for installation of a one-piece, three and a half-foot handrail, and that the general contractor and the installer of the handrail were obligated to reinforce the unsafe two-piece handrail at the seam (see *Buchholz v Trump 767 Fifth Ave., LLC*, 5 NY3d 1, 8-9 [2005]).

Moreover, given the uncontradicted evidence that the handrail had been twice repaired by the building's maintenance staff, once in the summer of 1997, when the anchors attaching the

lower end of the handrail to the wall became dislodged and the dislodged end lay on the floor, and again in the fall of 1999, when the handrail broke in half ("Both connections were still on the wall and it was split in half it was broken in the middle and not off the wall"), ARI's motion for summary judgment should have been granted. While questions of causation arising out of the acts of a third party that intervene between the defendant's conduct and the plaintiff's injury are generally for the fact finder to resolve, where only one conclusion may be drawn from the established facts, the question of legal cause may be decided as a matter of law (*Derdiarian v Felix Contr. Corp.*, 51 NY2d 308, 315 [1980]).

Thus, while there may be a question of fact as to whether ARI originally installed the handrail, there is no question that it had nothing to do with the two subsequent repairs, including the repair of the "significant" damage to the handrail after it had broken in two in 1999. The building's maintenance staff having made the repairs rather than looking to the general contractor or its subcontractor to repair or replace the broken handrail on either occasion, such repairs must be deemed, as a

matter of law, to have constituted an intervening act so far removed from ARI's alleged conduct as to constitute a superseding act breaking any causal nexus (see *Derdiarian*, at 315).

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permissible in closing argument" (*People v Galloway*, 54 NY2d 396, 399 [1981]). Although the prosecutor should not have denigrated defense counsel by stating that counsel was "in fantasy land," the trial court sustained the general objection to this statement and admonished the prosecutor not to characterize the defendant's arguments. No further relief is warranted on account of this comment. The prosecutor did not improperly vouch for the officers, and any references to their credibility were record-based and addressed to the jury's common sense concerning motives or lack of motives to falsify (see *People v Gonzalez*, 298 AD2d 133, 133-34 [2002], *lv denied* 99 NY2d 614 [2004]). Furthermore, the court's curative instructions during the summation sufficed to prevent any prejudice.

We perceive no basis for reducing the sentence.

Defendant's pro se claims are unpreserved and we decline to review them in the interest of justice. Were we to review these claims, we would find them without merit.

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M-6157 - People v Luis Velasquez

Motion seeking leave to file pro se
supplemental brief denied.

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ENTERED: JANUARY 8, 2008

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Lippman, P.J., Mazzarelli, Gonzalez, Sweeny, McGuire, JJ.

2484 In re Shanta C., etc.,
 A Dependent Child Under
 Eighteen Years of Age, etc.,

 Alisa C.,
 Respondent-Appellant,

 Cardinal McCloskey Services, Inc.,
 Petitioner-Respondent.

Randall Carmel, Syosset, for appellant.

Rosin Steinhagen Mendel, New York (Douglas H. Reiniger of
counsel), for respondent.

Tamara A. Steckler, The Legal Aid Society, New York (Amy
Hausknecht of counsel), Law Guardian.

 Order, Family Court, New York County (Jody Adams, J.),
entered on or about December 1, 2005, which, to the extent
appealed from, terminated respondent mother's parental rights to
the subject child upon a finding of mental illness, and committed
custody and guardianship of the child to petitioner agency and
the Commissioner of Social Services for the purpose of adoption,
unanimously affirmed, without costs.

 Respondent's argument that the court erred in terminating
her parental rights upon a finding of mental illness where the
testifying psychologist was never expressly qualified by the
court as an expert witness is unpreserved as it is raised for

the first time on appeal (see *Stevens v Bronx Cross County Med. Group*, 256 AD2d 165 [1998]; *Kwansy v Feinberg*, 157 AD2d 396, 400 [1990]). Were we to review the issue, we would find that the requirements of Social Services Law § 384-b(6)(e) were met since the testifying psychologist, although not formally qualified by the court as an expert, was appointed by the court to conduct an examination of respondent and testify as to her findings, was identified on the record as a senior psychologist at a facility that routinely conducts evaluations of parties in Family Court proceedings, and testified as to respondent's mental illness without objection.

Clear and convincing evidence supports the court's finding that respondent, by reason of her mental illness, is unable, at present and for the foreseeable future, to provide proper and adequate care for the subject child, who has special needs (see Social Services Law § 384-b[4][c]; [6][a]). The record evidence, including the testimony of the licensed psychologist, established that respondent suffers from chronic mental illness that sometimes requires hospitalization, and she fails to recognize

the severity of the illness or comply with treatment (see *Matter of Joseph Alfred R.*, 279 AD2d 308 [2001]; *Matter of Shannon Monique W.*, 245 AD2d 86 [1997]), *lv denied* 91 NY2d 809 [1998]).

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conviction. While an ineffectiveness of counsel claim that goes to the voluntariness of a waiver of the right to appeal may survive such a waiver (see *People v Parilla*, 8 NY3d 654, 660 [2007]), here defendant's claims are unreviewable on direct appeal because they involve matters outside the record (see *People v Rivera*, 71 NY2d 705, 709 [1988]; *People v Love*, 57 NY2d 998 [1982]). We have considered and rejected defendant's remaining arguments concerning the validity of the waiver.

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Lippman, P.J., Mazzarelli, Gonzalez, Sweeny, McGuire, JJ.

2486 In re Portret M., and Another,

 Dependent Children Under
 the Age of Eighteen Years, etc.,

 Wileen J.,
 Respondent-Appellant,

 Administration for Children's Services,
 Petitioner-Respondent.

Kenneth M. Tuccillo, Hastings-On-Hudson, for appellant.

Michael A. Cardozo, Corporation Counsel, New York (Pamela Seider Dolgow of counsel), for respondent.

Tamara A. Steckler, The Legal Aid Society, New York (Claire V. Merkine of counsel), Law Guardian.

 Order of disposition, Family Court, New York County (Sara P. Schechter, J.), entered on or about February 23, 2006, which, upon consent, placed respondent mother's older child in petitioner's custody for a period of year while leaving the younger child in respondent's custody, and bringing up for review the order of fact-finding after a hearing, entered January 25, 2006, wherein respondent was found to have neglected and physically abused the older child and derivatively neglected her younger child, unanimously affirmed, without costs.

 A preponderance of the evidence supports the finding that respondent neglected the older child on one occasion by locking her outside the home and refusing her entrance, and on another by hitting her on her extremities with a stick and choking her,

causing visible bruises on her neck, arms and legs, and requiring police intervention that led to respondent's arrest. The findings of excessive corporal punishment as to the older child support the finding of derivative neglect as to the younger child (Family Ct Act § 1012[f][i][B], § 1046[a][I]; *Matter of Jason G.*, 3 AD3d 340 [2004], *lv denied* 2 NY3d 702 [2004]).

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information upon which to make that determination (see *People v Davis*, 289 AD2d 134 [2001], *lv denied* 97 NY2d 753 [2001]). As part of a planned operation, the officer deliberately observed defendant and made a prompt identification that fell within the *Wharton* exception to the requirement of a *Wade* hearing (compare *People v Boyer*, 6 NY3d 427 [2006]).

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Lippman, P.J., Mazzairelli, Gonzalez, Sweeny, JJ.

2488-

2488A JPMorgan Chase Bank, N.A.,
Plaintiff-Respondent,

Index 117237/04

-against-

Rocar Realty Northeast, Inc.,
Defendant-Appellant,

Jefferson Valley Mall Limited Partnership,
Defendant-Respondent.

Davidoff Malito & Hutcher LLP, New York (Patrick J. Kilduff of counsel), for appellant.

Rosenberg & Estis, P.C., New York (Norman Flitt of counsel), for JPMorgan Chase Bank, N.A., respondent.

Peter Axelrod & Associates, P.C., New York (Osman Dennis of counsel), for Jefferson Valley Mall Limited Partnership, respondent.

Judgment, Supreme Court, New York County (Joan A. Madden, J.), entered June 13, 2006, awarding plaintiff the principal sum of \$33,097.20 with post-judgment interest and attorneys' fees against defendant Rocar Realty, and supplemental judgment, entered November 16, 2006, setting those attorneys' fees at \$50,000 pursuant to an April 2004 stipulation between plaintiff and Rocar, unanimously reversed, on the law and the facts, with costs, and vacated, and judgment instead awarded in Rocar's favor on its counterclaim against plaintiff in the amount of \$11,722.16. The Clerk is directed to enter an amended judgment accordingly. Appeal from order, same court and Justice, entered

June 9, 2006, unanimously dismissed, without costs, as subsumed in the appeal from the June 13 judgment.

This case arises out of a landlord-tenant dispute between Rocar and defendant Jefferson Valley Mall. Rocar was the ground lessee of the subject premises pursuant to a lease agreement dated October 3, 1983 between Jefferson and Rocar's predecessor (the "ground lease"). Plaintiff was the subtenant of Rocar pursuant to a written lease agreement between plaintiff's predecessor and Rocar, dated January 1, 1993 (the "bank lease").

The bank lease was to expire on January 30, 2004. Pursuant to Article 6 thereof, plaintiff had the option to renew the bank lease for an additional five-year period. In the event plaintiff exercised such option, Rocar, in turn, was obligated to timely exercise its option to renew the term of the ground lease.

Plaintiff duly exercised its option to renew the bank lease. Rocar, however, failed to exercise its option to renew the ground lease. Thereafter, Rocar claims it tendered the February and March 2004 rent to Jefferson, giving rise to a month-to-month tenancy. Rather than contesting such claim, Jefferson served Rocar with a 30-day notice, terminating the putative month-to-month tenancy as of November 30, 2004.

Meanwhile, in connection with a holdover proceeding commenced in Yorktown Justice Court, Rocar and plaintiff entered into a stipulation in April 2004, pursuant to which the parties

acknowledged that plaintiff had made payments to Rocar for February and March 2004 under the bank lease, and agreeing that such payments, totalling \$33,097.20, would be refunded if the bank lease "is adjudicated by a final ruling of the Court or any successor or alternative court to have been terminated as of January 31, 2004, or agreed to have been so terminated by written agreement" between Jefferson and Rocar. Rocar agreed to indemnify plaintiff and hold it harmless against any and all losses, costs, expenses and damages, including attorneys' fees, that might be incurred by plaintiff in connection with or arising out of Rocar's failure to comply with this requirement.

The April 13, 2004 agreement also provided that plaintiff would resume paying Rocar rent under the bank lease for the period from April 1, 2004 onward in the event the bank lease was adjudicated to have been validly renewed or not validly terminated, and thus in force and effect as of February 1, 2004, or agreed to have been so renewed (or not validly terminated) by written agreement between Jefferson and Rocar.

Faced with competing demands by Jefferson and Rocar for rent during the same period, plaintiff commenced the instant action against Rocar and Jefferson in December 2004, seeking, inter alia, a judgment interpreting the rights and obligations of the parties with respect to the notice to cure and the competing demands for rent or use and occupancy for the same period.

Plaintiff makes much of the fact that the ground lease "expired" as of January 31, 2004. Nevertheless, it is undisputed that Rocar continued as a month-to month tenant after such time, and that plaintiff continued in possession of the premises. During this period, the same relationships of sublessor-paramount landlord and sublessor-subtenant persisted.

A subtenant like plaintiff, faced with loss of possession because his sublessor has defaulted under the paramount lease, must nonetheless continue to perform the terms and conditions of its sublease (1 Dolan, Rasch's Landlord & Tenant -- Summary Proceedings § 9:63 [4 ed]). Indeed, a subtenant has the right to perform covenants of the paramount lease breached by its sublessor in order to protect its possession. Thus, the subtenant may pay the paramount landlord the rent due it from the sublessor. Such payment, if made in good faith and under compulsion, is a defense to an action brought by the sublessor against the subtenant for the same rent (*id.* at § 9:56 - § 9:57).

The rent payments herein (double payments to Rocar and Jefferson for the months of February and March 2004, and "use and occupancy" to Jefferson from April 1, 2004 onward) were made in good faith and under compulsion. Plaintiff, in possession of the premises, was faced with eviction if rent was not paid, and commenced the instant action to clarify to which party it owed the rent. Any rent paid by plaintiff to the paramount landlord

is properly offset against amounts owing to Rocar under the sublease. To the extent any excess remains, plaintiff is liable therefor to Rocar for the period from February 1 to November 30, 2004, which is the difference between the \$15,083.33 in monthly rent it paid Jefferson from April through November 2004, and the rent plaintiff owed Rocar under the sublease. Rocar contends that it is entitled to rent through May 2005, the date of the decision entering a final judgment of possession in favor of Jefferson and directing issuance of a warrant of eviction; however, the 30-day notice terminated Rocar's month-to-month tenancy as of November 30, 2005, and Rocar should not be permitted to collect rent from plaintiff thereafter.

The trial court unduly focused on the April 2004 agreement in defining the rights of the parties. That agreement did not fully resolve the issues herein because it predicated plaintiff's obligation to pay rent to Rocar on an adjudication that the bank lease had been validly renewed, or not validly terminated, and was thus in force and effect as of February 1, 2004. The agreement would have had more relevance had the holdover proceeding continued and if it had been determined that Jefferson had not accepted rent from Rocar, giving rise to a month-to-month tenancy. Instead, Jefferson made a strategic choice not to continue to litigate the issue of whether a valid month-to-month tenancy had been created, and thus must abide by its choice. The

April 2004 agreement, as Rocar notes, is predicated on Jefferson continuing to contest Rocar's tenancy beyond January 31, 2004. It does not deal with the situation herein, i.e., a month-to-month tenancy created upon expiration of the lease term. Since the parties continued in the same relationships with each other during this period of month-to-month tenancy, the general principles outlined above govern.

Since the provisions of paragraph 6 of the April 2004 agreement did not come into play, the award of attorneys' fees to plaintiff thereunder should be vacated.

THIS CONSTITUTES THE DECISION AND ORDER
OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: JANUARY 8, 2008

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Lippman, P.J., Mazzarelli, Gonzalez, Sweeny, McGuire, JJ.

2489 In re Jessica Victoria S., etc.,

A Dependent Child Under the
Age of Eighteen Years, etc.,

Rosangela DeS., etc.,
Respondent-Appellant,

SCO Family of Services,
Petitioner-Respondent.

Geoffrey P. Berman, New York, for appellant.

Carrieri & Carrieri, P.C., Mineola (Ralph R. Carrieri of
counsel), for respondent.

Tamara A. Steckler, The Legal Aid Society, New York (Lisa B.
Freedman of counsel), Law Guardian.

Order of disposition, Family Court, New York County (Jody
Adams, J.), entered on or about December 13, 2006, after a fact-
finding determination of permanent neglect, terminating
respondent's parental rights to the subject child and committing
the child's custody and guardianship to petitioner agency and the
Commissioner of Social Services for the purposes of adoption,
unanimously affirmed, without costs.

We note the order entered pursuant to Family Court Act §
1039-b excusing the agency from having to make reasonable efforts
to reunite the child and respondent, that the motion therefor was
not opposed by respondent and that no issue of diligent efforts
is raised on appeal. The finding of permanent neglect is
supported by clear and convincing evidence, including

respondent's failure to separate from her husband, who she knew was an adjudicated child abuser. Respondent's claim that she was never advised to plan separately from her husband is refuted by the evidence (see *Matter of Alexis S.D.*, 7 AD3d 359, 359-360 [2004]). A preponderance of the evidence at the dispositional hearing shows that while respondent attended a parenting class and attended "some" counseling, her progress in eliminating the problems that led to the child's placement was insufficient to warrant a suspended judgment, and that adoption by the family with whom the child has lived since birth is in the child's best interests (see *id.* at 360; *Matter of "Baby Boy" S.*, 24 AD3d 161 [2005]). We have considered respondent's other arguments and find them unavailing.

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prosecutor's credibility, and we find no reason to disturb the court's resolution of that issue, which is entitled to great deference on appeal (see, *People v Hernandez*, 75 NY2d 350, 356 [1990], *affd* 500 US 352 [1991]).

The court did not err in receiving the testimony of numerous women who were victims of the riotous conduct involved in the incident, but who did not specifically implicate defendant or his jointly tried codefendants. As defendant concedes, this testimony was generally relevant to establish essential elements of the crime of riot in the first degree (Penal Law § 240.06). The large number of such witnesses also tended to refute defense claims that defendant or either of his codefendants was unaware he was participating in violent and riotous conduct as opposed to playful behavior. As such, the court properly exercised its discretion in finding that the probative value of these witnesses outweighed any prejudicial effect (see generally *People v Primo*, 96 NY2d 351, 355 [2001]).

With respect to defendant's civil appeal from his sex offender adjudication, we find that the court properly found him to be a level two offender. The court properly assessed defendant 15 points under the risk factor for causing physical injury. While such injury related to the charges of riot and assault, which did not charge a sexual component, defendant's convictions under these counts encompassed conduct that

contributed to and was inextricably related to sexual assaults, and was the same conduct that resulted in the sexual assault of which defendant was convicted, even though that victim was not physically injured. This conduct was proven by clear and convincing evidence, by defendant's assault and riot convictions (see Correction Law, § 168-n[3]). The court also properly assessed 15 points under the risk factor for nonacceptance of responsibility and refusal of treatment. Defendant's refusal of treatment was established by clear and convincing evidence through his own admission and the case summary (see *People v Warren*, 42 AD3d 593, 594 [2007], *lv denied* 9 NY3d 810 [2007]). The court was not required to accept defendant's explanation for refusing treatment. There is no reason to remand for further fact-finding, since defendant was offered a two-week adjournment to bring in any additional evidence he desired, but declined.

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detective approached with his shield displayed, defendant began to walk away, and when the detective identified himself, the defendant ran and discarded his jacket. This combination of factors provided reasonable suspicion to detain defendant and, once he was identified by the officers who had observed the earlier sale transaction, probable cause to arrest (see e.g. *People v Brown*, 237 AD2d 221 [1997], *lv denied* 90 NY2d 855 [1997]).

For the reasons stated in our decision in *People v Lemos* (34 AD3d 343 [2006], *lv denied* 8 NY3d 924), we find that defendant did not preserve his claim that the court unlawfully imposed a mandatory surcharge and fees without including them in its oral pronouncement of sentence. Were we to review the claim, we would find it without merit (*id.*). Since the imposition of the surcharge and fees was a ministerial matter containing no element of discretion (*compare People v Williams*, 44 AD3d 335 [2007]), these portions of the sentence could be imposed by way of the court's commitment sheet and worksheet, which constituted "[entries] upon the records of the court" (*Hill v United States ex rel. Wampler*, 298 US 460, 464 [1936]).

Defendant's pro se claim that he was deprived of his right to appear before the grand jury is without merit (see *People v Wiggins*, 89 NY2d 872, 873 [1996]).

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likelihood that defendant would be singled out for identification (see *People v Chipp*, 75 NY2d 327, 336 [1990], cert denied 498 US 833 [1990]).

We perceive no basis for reducing the sentence.

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plaintiff had been drinking prior to his fall, and the aggressive approach to the garbage by plaintiff's dog while the dog was on a leash held by plaintiff, do not warrant a different conclusion (see *Lopez v 1372 Shakespeare Ave. Hous. Dev. Fund Corp.*, 299 AD2d 230, 231-232 [2002]).

We have considered defendant's remaining contentions, including that plaintiff, seeing that the garbage was still on the staircase, should have taken the elevator, and find them unavailing.

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OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

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Lippman, P.J., Mazzarelli, Gonzalez, Sweeny, McGuire, JJ.

2500 Jorge Caceres,
Plaintiff-Respondent,

Index 28473/03

-against-

Ciampa Organization, et al.,
Defendants,

Ciampa Jamaica, LLC, et al.,
Defendants-Appellants.

Smith Mazure Director Wilkins Young & Yagerman, P.C., New York
(Louis H. Klein and Joel M. Simon of counsel), for appellants.

Jeffrey A. Rubin & Associates, P.C., New York (Jeffrey A. Rubin
of counsel), for respondent.

Order, Supreme Court, Bronx County (Nelson S. Roman, J.),
entered October 5, 2006, which, in an action for personal injury
sustained by a worker on a construction site, insofar as appealed
from, denied the motion of defendants-appellants site owner and
general contractor for summary judgment dismissing plaintiff's
causes of action under Labor Law § 200 and § 241(6) as against
them, unanimously affirmed, without costs.

Issues of fact as to notice precluding dismissal of the
section 200 claim are raised by evidence that the loose piece of
planking over which plaintiff allegedly tripped was put down by
appellants' employees to cover up an open area of the floor where
air ventilation ducts were to be later installed, that the
planking was obscured by dirt and debris all over the floor, and
that appellants' employees were responsible for cleaning debris

from the site (see *Griffin v New York City Tr. Auth.*, 16 AD3d 202, 202-203 [2005]). The same evidence precludes dismissal of the section 241(6) claim, based on Industrial Code (12 NYCRR) § 23-1.7(e) (1) and (2) governing tripping hazards that arise from, inter alia, dirt and debris at the work site. Whether the dirt and debris that allegedly covered the planking and obscured it from plaintiff's view was a substantial factor in causing plaintiff's fall is an issue of fact.

THIS CONSTITUTES THE DECISION AND ORDER
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ENTERED: JANUARY 8, 2008

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Lippman, P.J., Andrias, Williams, Buckley, Kavanagh, JJ.

1860 Linda Roberts, et al., Index 106708/04
Plaintiffs-Appellants,

-against-

Boys and Girls Republic, Inc., et al.,
Defendants-Respondents,

Frank Alameda, et al.,
Defendants.

Gregory J. Cannata & Associates, Irvington (Diane Welch Bando of
counsel), for appellants.

Lester Schwab Katz & Dwyer, LLP, New York (Harry Steinberg of
counsel), for respondents.

Order, Supreme Court, New York County (Jane S. Solomon, J.),
entered September 25, 2006, affirmed, without costs.

Opinion by Lippman, P.J. All concur except Andrias and
Kavanagh, JJ. who dissent in an Opinion by Kavanagh, J.

Order filed.

THE FOLLOWING MOTION ORDERS
WERE ENTERED AND FILED ON
JANUARY 8, 2008

Lippman, P.J., Tom, Mazzarelli, Andrias, Saxe, JJ.

M-6597X Stewart v Manhattan and Bronx Surface Transit Operating Authority

Appeal withdrawn.

Lippman, P.J., Tom, Mazzarelli, Andrias, Saxe, JJ.

M-6598X Heritage Mechanical Services, Inc., formerly known as Heritage Air Systems, Inc. v M.V. Controls, Inc. - Hyspan Precision Products, Inc.

Appeal withdrawn.

Lippman, P.J., Tom, Mazzarelli, Andrias, Saxe, JJ.

M-6599X Vanderbilt Holdings, LLC v Greenpoint-Goldman Corp.

Appeal and cross appeal withdrawn.

Lippman, P.J., Mazzarelli, Saxe, Nardelli, Buckley, JJ.

M-6389 ICAP Realty Advisors of NY, Inc. v Sitt Asset Management LLC

Appeal deemed withdrawn.

Lippman, P.J., Tom, Mazzarelli, Andrias, Saxe, JJ.

M-6579 In the Matter of B., Hassan

Appeal deemed withdrawn.

Lippman, P.J., Tom, Mazzarelli, Andrias, Saxe, JJ.

M-6707 Sharbat v Cancer Advisors, Inc.

Appeal, previously perfected for the January 2008 Term,
withdrawn.

Lippman, P.J., Tom, Mazzarelli, Andrias, Saxe, JJ.

M-6556 Novo Nordisk Inc. v Pharmacia & Upjohn Company

M-6625 In the Matter of Action Check Cashing Corp.
v The State of New York Banking Department

M-6650 Glascoff v Glascoff

M-6708 Nova v Jerome Cluster 3
(And third-party actions)

Appeals, previously perfected for the February 2008
Term, withdrawn.

Lippman, P.J., Tom, Mazzairelli, Andrias, Saxe, JJ.

M-6053 People v Caba, Jose

Motion deemed withdrawn.

Lippman, P.J., Tom, Mazzairelli, Andrias, Saxe, JJ.

M-6275 South Pierre Associates v Mankowitz, also known as
Mann

Motion withdrawn; interim relief granted by order of
a Justice of this Court, dated December 3, 2007, vacated.

Lippman, P.J., Marlow, Williams, Gonzalez, JJ.

M-6081 In the Matter of Roca v New York City Housing Authority

Proceeding dismissed.

Lippman, P.J., Marlow, Williams, Gonzalez, JJ.

M-6097 People v Walton, Lisa

Notice of appeal deemed timely filed; leave to
prosecute appeal as a poor person granted, as indicated.

Lippman, P.J., Tom, Mazzarelli, Andrias, Saxe, JJ.

- M-6338 People v Cannie, Wayne
- M-6339 People v Darby, Terence, also known as Darby,
Terrence, also known as Darby, Terrence T.
- M-6341 People v Gomez, Jose
- M-6342 People v Grant, Joseph, also known as Grant, Joseph M.
- M-6343 People v Manrique, Hector
- M-6344 People v Miller, Cornell
- M-6345 People v Robinson, Rendell
- M-6346 People v Reyes, Melvin
- M-6349 People v Robinson, Ernest
- M-6350 People v Rodriguez, Rafael
- M-6351 People v Seymore, Christopher
- M-6353 People v Watson, Dennis J., Jr.,

Leave to prosecute appeals as poor persons granted,
as indicated.

Lippman, P.J., Marlow, Williams, Gonzalez, JJ.

- M-6079 People v Canaan, Jose

Notice of appeal deemed timely filed; leave to
prosecute appeal as a poor person denied, with leave to renew,
as indicated.

Lippman, P.J., Marlow, Williams, Gonzalez, JJ.

M-6252 Allen v 348-50 West 48th Street Housing Development
Fund Corporation

Appeal adjourned to the June 2008 Term, as indicated.

Lippman, P.J., Mazzarelli, Saxe, Nardelli, Buckley, JJ.

M-6299 Vitra, Inc. v Soho House, LLC

Appeal adjourned to the April 2008 Term, as indicated.

Lippman, P.J., Mazzarelli, Saxe, Nardelli, Buckley, JJ.

M-5931 In the Matter of Lewis v New York City Housing
Authority

Notice of appeal deemed timely filed; leave to
prosecute appeal as a poor person granted to the extent
indicated; stay denied.

Lippman, P.J., Mazzarelli, Gonzalez, Sweeny, McGuire, JJ.

M-6220 Couvertier v New York City Health and Hospitals
Corporation (Harlem Hospital)

Time to perfect appeal enlarged to the June 2008 Term.

Lippman, P.J., Mazzairelli, Saxe, Nardelli, Buckley, JJ.

M-6469 In the Matter of M., Baby Girl

Stay denied.

Tom, J.P., Saxe, Friedman, Williams, JJ.

M-6175 People v Reddick, Rothwell

Notice of appeal deemed timely filed; leave to prosecute appeal as a poor person granted, as indicated.

Tom, J.P., Saxe, Friedman, Williams, JJ.

M-6219 People v Goody, Hulon

Leave to prosecute appeal as a poor person denied, with leave to renew, as indicated.

Tom, J.P., Friedman, Nardelli, Catterson, JJ.

M-6049 Palacios v New York City Transit Authority

Appeals consolidated; time to perfect same enlarged to the April 2008 Term.

Tom, J.P., Saxe, Friedman, Williams, JJ.

M-6224 People v Hernandez, Leonardo

Leave to prosecute appeal as a poor person denied, with leave to renew, as indicated.

Tom, J.P., Saxe, Friedman, Williams, JJ.

M-6306 Weil, Gothsal & Manges, LLP v Fashion Boutique of
Short Hills, Inc.

Time to perfect appeal enlarged to the June 2008 Term,
as indicated.

Tom, J.P., Friedman, Nardelli, Catterson, JJ.

M-6234 Ito v Suzuki

Appeals consolidated; time to perfect same enlarged to
the June 2008 Term, as indicated.

Tom, J.P., Friedman, Nardelli, Catterson, JJ.

M-6177 In the Matter of W., Jennifer v L., Jonathan; In the
Matter of L., Jonathan v W., Jennifer

Appeals consolidated; counsel for appellant relieved,
as indicated; time to perfect consolidated appeals enlarged to
the June 2008 Term; motion otherwise denied.

Mazzarelli, J.P., Marlow, Williams, Catterson, Kavanagh, JJ.

M-6184 People v Hadiouche, Mustafa

Leave to prosecute appeal as a poor person granted,
as indicated.

Andrias, J.P., Nardelli, Buckley, Catterson, JJ.

M-6257 Rosado v Castillo

Time to perfect consolidated appeals enlarged to the April 2008 Term.

Andrias, J.P., Nardelli, Buckley, Catterson, JJ.

M-6404 Loftman v Columbia University

Time to perfect appeal enlarged to the June 2008 Term.

Saxe, J.P., Marlow, Sweeny, McGuire, JJ.

M-6572 People v Hasanati, Jahi

Reconsideration denied.

Gonzalez, J.

M-4726 People v Rosado, Steve

Leave to appeal to this Court denied.

Gonzalez, J.

M-4186 People v DeJesus, Sean

Leave to appeal to this Court denied.

Lippman, P.J., Mazzarelli, Andrias, Buckley, Sweeny, JJ.

M-4929 In the Matter of Ellen M. Carlstein Roth,
 an attorney and counselor-at-law:

 Respondent's name stricken from the roll of attorneys
and counselors-at-law in the State of New York, nunc pro tunc to
February 27, 2007. Opinion Per Curiam. All concur.

Lippman, P.J., Marlow, Williams, Gonzalez, McGuire, JJ.

M-5971 In the Matter of Peter A. Barta,
 an attorney and counselor-at-law:

 Respondent's name stricken from the roll of attorneys
and counselors-at-law in the State of New York, nunc pro tunc to
October 24, 2007. Opinion Per Curiam. All concur.