SUPREME COURT- STATE OF NEW YORK
DUTCHESS COUNTY

Present: Hon. THOMAS R. DAVIS, J.S.C.

SUPREME COURT: DUTCHESS COUNTY
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HANNAH BOCKER, SARAH BOCKER and BARBARA BOCKER as Administrator of the Estate of GERARD BOCKER and BARBARA BOCKER, Individually,

Plaintiffs;

-against-

HERGIN AVIATION INC., KNIPPING-DIAZ and ASSOCIATES INC., CESSNA AIRCRAFT CORPORATION d/b/a n/k/a TEXTRON AVIATION, INC., HARTZELL ENGINE COMPONENTS, INC. / HARTZELL ENGINE TECHNOLOGIES, CONTINENTAL AEROSPACE TECHNOLOGIES, INC. f/k/a CONTINENTAL MOTORS, INC., SOUTHTECAVIATION LLC BERKSHIRE AVIATION ENTERPRISES, INC., BERKSHIRE AVIATION HOLDINGS, INC. BERKSHIRE AVIATION ENTERPRISES, LLC, PINE MOUNTAIN AVIATION, LLC, and JOHN DOES 1-10,

Defendants.

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DECISION and ORDER
(Motion Seq. #13)

Index No.: 2021-53475

This action involves the crash of a Cessna airplane onto a house in LaGrangeville, New York on August 17, 2019 which killed one of the home's occupants and seriously injured the other two. By undated notice of motion filed on April 1, 2024, the defendant, Textron Aviation, Inc. ("Textron"), moves, upon prior leave to renew, for dismissal of the action based on the lack of personal jurisdiction over it by the New York courts. The following papers were read and considered in determining the motion:

NYSCEF document numbers 359-373, 382-419, 421-425, 428-431 and all other NYSCEF documents referenced in the foregoing.

Factual and procedural overview

On August 17, 2019, a Cessna airplane—specifically, a twin piston engine T303—shortly after taking off from Sky Acres Airport in Lagrangeville, Dutchess County, New York, dropped

from the sky into the home of the Bocker family. Gerard Bocker was killed. His 21-year old daughter, Hannah Bocker, was severely burned to 88% of her body in the ensuing fire. His other daughter, Sarah Bocker, escaped the flames by evacuating through a window. His wife, Barbara Bocker, who was not home at the time, suffered the loss of her husband, injuries to her daughters, and the loss of her home and all her belongings.

The plane's pilot, Francisco Knipping-Diaz ("the pilot" or "Knipping-Diaz"), was killed. He was a resident of New York. His two passengers, Teofilo Antonio Diaz-Pratt and Eduardo Jose Tio, were injured. Before taking off from Sky Acres Airport, they had flown earlier in the day from Farmingdale, Long Island to Orange County Airport in Montgomery, New York. They had stopped at Sky Acres Airport to refuel and, before crashing, were heading back to Long Island.

To briefly summarize, it is alleged that the subject aircraft was unable to climb after departing Sky Acres Airport because the engines were not making sufficient power due to various design defects. It is alleged the power loss resulted in difficult handling (allegedly a known problem with this aircraft type) and that, as a result, the plane could not climb or be controlled and, instead, fell onto the Bocker house immediately causing a fire.

The airplane was owned by Pegasus Aviation, Inc., a Delaware Corporation. Knipping-Diaz purchased the plane (NYSCEF Doc. No. 389) and the certificate of insurance issued to him reflects that Knipping-Diaz's address was in Woodmere, New York and that the plane would be "based principally" and "hangared" at "Republic Airport, Farmingdale, NY." (NYSCEF Doc. No. 390.)

The Bocker family as well as the plane's passengers commenced lawsuits in New York State. Each action was either commenced in or transferred to Dutchess County Supreme Court. The complaint in the instant action named, among others, various corporate entities involved in the manufacture and maintenance of the airplane and its parts.

The causes of action in the complaint as against Textron[1] are for strict liability, negligence and breach of express and implied warranty stemming from, *inter alia*, defective design of the T303, its fuel system, its powerplants and handling characteristics and the failure to warn of such defects. It is alleged in the complaint that as the "Type Certificate" holder[2] for this aircraft model, Textron remains responsible for its support and continuing airworthiness, including a duty to report known malfunctions and defective conditions in its products.

Several of the corporate defendants, including Textron, moved to dismiss the action based on lack of personal jurisdiction. By decision and order dated June 13, 2023, Textron's motion was denied with leave to renew after the conduct of jurisdictional discovery.[3] Jurisdictional discovery ensued and now Textron has renewed its motion.

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[1] Textron is the successor by merger to Cessna Aircraft Corporation.

[2] As described by Textron, a Type Certificate is issued by the Administrator of the FAA "when the Administrator finds that the aircraft, aircraft engine, propeller, or appliance is properly designed and manufactured, performs properly, and meets the regulations and minimum standards prescribed under section 44701(a)." (49 U.S.C. §44704.)

[3] SouthTec Aviation, LLC's motion to dismiss was granted by the June 13, 2023 decision and order. The same order also denied Hartzell Engine Components, Inc. / Hartzell Engine Technologies'("Hartzell") motion to dismiss with

Facts adduced through jurisdictional discovery

Plaintiffs assert, without dispute, that Textron's contacts and/or presence in New York include the following:

Texron's volume of sales in New York

Textron generated 9.8 million dollars from sales of piston aircraft in New York between 2016 and 2022 (NYSCEF Doc. No. 394, pgs. 22-25).

Textron sold $8,857,605.70 worth of [apparently piston] parts into New York [apparently between 2018 and 2023] (NYSCEF Doc. Nos. 383, pgs. 1 and plaintiff's exhibit 30).

Textron also has 53 suppliers in New York, supplying over $139 million "worth of material for Cessna piston products" and an additional $19 million-plus "for its other piston line, Beechcraft" (NYSCEF Doc. No. 383, pg. 1 and plaintiff's exhibit 23).

Textron's number and types of aircraft in New York

A spreadsheet dated "11/27/2023" reflects that there are 2804 Textron piston aircraft registered in New York (plaintiff's exhibit 13). This spreadsheet reflects that 313 of those are twin engine [piston] aircraft, 272 of which are Cessna twins [as opposed to Beechcraft]. Of those, three are T303s [the model which crashed in the underlying accident in this case].

An aircraft can be registered in one state but based and maintained in another, such as the T303 at issue in this case. Therefore, the number of aircraft reflected on Textron's spreadsheet, including T303s, could be less than the actual number in New York (plaintiff's exhibit 9, pgs. 30-31).

Textron's provision for maintenance service in New York

Textron has a Cessna service center located at Stewart International Airport in Newburgh, New York (NYSCEF Doc. No. 409). Its literature regarding that service center states that it "forms part of Textron Aviation's global network of company-owned facilities. Our brand of service is well-known around the world for providing customers with factory-direct solutions and round-the-clock AOG support." (*Id.*). Textron service centers only service turbine (e.g., jet) aircraft (NYSCEF Doc. No. 367, 5th page), not piston aircraft.

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leave to renew after jurisdictional discovery. After completion of jurisdictional discovery, the plaintiffs conceded the lack of New York jurisdiction over Hartzell resulting in an order on consent to resolve Hartzell's renewed motion (NYSCEF Doc. No. 433). A previous motion by Continental Aerospace Technologies, Inc. f/k/a Continental Motors, Inc. to dismiss based on lack of personal jurisdiction was denied by decision and order dated April 12, 2022 (Greenwald, J.) That decision and order was appealed by Continental; the appeal is pending before the Appellate Division, Second Judicial Department.

In addition to Textron's service center in Newburgh, New York, Textron maintains a network of "Authorized Service Providers" ("ASFs"), known as "Channel Partners". ASFs have "Channel Partner Agreements" with Textron (plaintiffs' exhibits 15-18) and act on behalf of Textron to serve Textron's customers for both aircraft service and the sale of parts needed by Textron's customers (plaintiffs' exhibit 9, pgs. 17, 41-43; NYSCEF Doc. No. 393, pgs. 6-7). ASFs maintain aircraft for Textron's customers, file warranty claims and sell Textron parts (*id.*).

The service center at Stewart Airport services jet aircraft. The ASFs service all other aircraft, including single and twin-engine piston aircraft (plaintiffs' exhibit 9, pgs. 46-47). If someone who owned a T303 or any other piston aircraft in New York needed service, they could obtain it at one of Textron's ASFs (plaintiffs' exhibit 9, pgs. 17, 41-43; NYSCEF Doc. No. 393, pgs. 40-41). Such owners could also purchase replacement parts for their aircraft from the ASFs (*id.*). Textron customers (in New York and elsewhere) can also purchase parts directly from Textron and have them drop-shipped (plaintiffs' exhibit 9, pgs. 18, 34-35).

Textron's witness, Mark Malone, testified that in his region covering the states from Delaware to Maine, there are 18 ASFs and four of them are located in New York (plaintiffs' exhibit 9, pgs. 6-7, 25).

Textron has control over whether to approve a Channel Partner, including whether or not to discontinue them as a Channel Partner (plaintiffs' exhibit 9, pgs. 40-43).

Textron's other services and/or presence in New York

Textron's Regional Sales Director for piston products, Steven Kent, is located in New York. He works from a home office in Warwick, New York (NYSCEF Doc. No. 394, pgs. 10-12).[4]

Textron is registered to do business in New York (NYSCEF Doc. No. 407).

Textron asserts, that despite its foregoing contacts and/or presence in New York, the following facts are also true:

Textron is a Kansas corporation with its principal place of business in Kansas. The model of airplane at issue in this case, the T303, was only manufactured between 1981 and 1985—in Kansas—and only approximately 300 of them were made.

There are several distinct characteristics of the T303 which set it apart from other piston aircraft, including other twin-engine piston aircraft. Most notably, the propellers on the T303 counter-rotate which, Textron asserts, directly impacts flight handling characteristics when operating on a single engine (NYSCEF Doc. No. 362). Further, twin-engine piston aircraft like

[4] Textron has other employees located in New York who work at its service center at Stewart International Airport. (NYSCEF Doc. No. 367, 7th page.)

the T303 have one engine on each wing, while single-engine piston aircraft have one engine on the center/nose of the plane which necessarily differentiates the handling characteristics of the single-engine versus dual-engine piston aircraft (the latter being subject to "yaw" when operating on a single engine, the former not). (*Id.*) The T303 is heavier than single-engine Cessna aircraft currently sold into New York.

There are no Cessna dual-engine piston aircraft currently being manufactured or sold by Textron. Textron's aircraft sales information into New York between 2016-2022 exchanged during discovery pertained to single-engine piston aircraft; none involved dual-engine piston aircraft.

Although a T303 owner could seek service at a New York Textron ASF (Channel Partner), the documents exchanged by Textron reveal no such service on a T303 [during the same period, 2016-2022] while there were over two dozen references to the single-engine Cessna model 172.

Textron's documents reflect no parts sales to New York's ASFs for the T303 for the same period.

Textron does not advertise piston parts in New York, whether for the T303 or otherwise, other than potential banner advertising on the e-commerce platform (NYSCEF Doc. No. 371, 6th-8th pages).

Regarding the specific T303 airplane which crashed and is the subject of this action, it was designed, manufactured and sold by Textron at its Kansas facility in 1984 (NYSCEF Doc. No. 362). It was sold to a Colorado company and changed hands repeatedly over the years (*id.*).

Pegasus Aviation, who owned the subject T303 at the time of its crash, was a company registered in Delaware. Textron's communications with Pegasus, which included several mailings, were all sent to the address in Delaware (NYSCEF Doc. Nos. 362 and 373).

Although Textron's witness, Mr. Kent, provided an affidavit in which he asserted that 1) Textron did not perform any maintenance or warranty services for this T303 after it was acquired by Pegasus, 2) that Textron sold a single part for this T303 after it was acquired by Pegasus and 3) that since 2018, there was one sale of a T303 part (a lens) to a Kansas customer and shipped to New York, Mr. Kent relies on certain business records that he reviewed but did not attach to his affidavit, rendering such statements hearsay (*see Bank of New York Mellon v. Gordon*,171 A.D.3d 197 [2d Dep't 2019]). It does not appear that the records he references are otherwise provided in the motion practice. Nonetheless, for the sake of thoroughness, this Court will consider his statements.

The parties' contentions

Textron asserts that New York may not exercise jurisdiction over it because this State's long-arm statute's requirements are not met and because there is no "nexus" between the plaintiffs' cause of action and Textron's conduct in New York. In particular, Textron asserts that its contacts

in New York have nothing to do with the T303 model of airplane. Rather, its New York activities are focused on either jet aircraft or single-engine piston aircraft.

Textron further argues that even if New York's long-arm statute applied, the Fourteenth Amendment's Due Process Clause is not satisfied under the facts here thereby preventing jurisdiction from being exercised over it in this State. In this regard, Textron, applying the standards discussed in *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351 [2021], argues that the plaintiffs' claims do not "arise out of" or "relate to" Textron's contacts with New York.[5] Specifically, Textron asserts that the "relate to" standard set forth in *Ford Motor Co.* requires that the defendant's contacts with the forum state involve the same model of product—or at least a materially similar one—that allegedly malfunctioned and caused plaintiffs' injuries. As with its "nexus" argument, Textron asserts that its New York activities do not involve the T303, but only jets and single-engine piston aircraft.

Plaintiffs assert that New York's long-arm jurisdiction is satisfied either under CPLR §302(a)(2) or §302(a)(3). It is satisfied under §302(a)(2) if the tortious conduct is considered the failure of the aircraft's engines, which occurred in New York. It is satisfied under §302(a)(3)(i) given the tortious conduct occurring outside of New York (the defective design and manufacture) which caused harm within this State and given Textron's regular business and substantial revenue derived from doing business in this State.

Plaintiffs further assert that Due Process is satisfied if this State exercises jurisdiction because the plaintiffs' claims relate to Textron's business activities in New York. In this regard, plaintiffs argue that Textron's insistence that its contacts with New York must relate to the precise or materially similar model as the one which caused the underlying injuries is myopic. Instead, of paramount concern are the facts that the accident occurred in this State, that the plaintiffs are New York residents and that the aircraft was owned by a New York resident and housed in New York. Plaintiffs assert that this fact pattern is a "paradigm example" for specific jurisdiction recognized under *Ford Motor Co.*

Finally, plaintiffs argue that Textron's activities in New York, which are directed to support of the T303 and related model single and twin-engine piston aircraft, are related to the plaintiffs' claims which include Textron's ongoing airworthiness responsibilities to correct defects in its existing fleet.

<u>Discussion</u>

Initially, this Court already determined in its June 13, 2023 decision and order that New York's long-arm jurisdiction statute was satisfied as to Textron under CPLR §302(a)(3)(i). Nothing in the renewed motion alters that view. If anything, jurisdictional discovery elucidated the great extent to which Textron "regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from good used or consumed or services rendered, in this state" (CPLR §302(a)(3)(i)). Its service center in New York, its four

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[5] Regarding the predicate Due Process requirement that the defendant have certain minimum contacts with the forum state, such as by having purposefully availed itself of doing business in the forum state, Textron has conceded that element.

ASFs in New York, its hundreds of millions of dollars in sales in New York (between parts, aircraft and service) and its presence of employees in New York amply satisfy this statute.

The only questions on this motion are whether, under the analysis set forth in *Ford Motor Co.*, plaintiffs' claims "relate to" Textron's New York activities and/or whether under *Ford Motor Co.* this Court may otherwise exercise specific personal jurisdiction over Textron. For the reasons which follow, this Court answers both questions in the affirmative.

To start, this Court is of the view that *Ford Motor Co.*'s holding is not so narrow as Textron urges. *Ford Motor Co.* did not hold that "related to" necessarily means that a plaintiff must demonstrate that the sales, marketing and/or other support carried on by the defendant in the forum state must have been done with respect to the exact model of product (or materially similar model) which caused the injuries in the case *sub judice*. In fact, the Court in *Ford Motor Co.* specifically indicated that its holding did not address a situation in which the model of product at issue in the case was only marketed/sold etc. in a different State or region than the forum state. (*Ford Motor Co.* at 365 ("Contrast a case, *which we do not address*, in which Ford marketed the models in only a different State or region.").) [Emphasis added.]

Because of this language, it is evident that the Court in *Ford Motor Co.* did not hold that if the model at issue in the case was only marketed/sold/supported by the defendant in a different state or region than the forum state in which the accident occurred and the plaintiffs resided, that required a conclusion that the defendant's contacts in the forum state could not form the basis for specific personal jurisdiction or that specific personal jurisdiction could not otherwise be exercised. To the contrary, it noted that its holding was not addressed to such a situation.

When that language is considered in the context of the rest of the discussion in that case, it is clear that *Ford Motor Co.* did not foreclose the exercise of specific personal jurisdiction by a forum state over a defendant in a case in which the defendant's product was involved in an accident which occurred in the forum state and the plaintiffs were residents of the forum state. To the contrary, much of the discussion and analysis in *Ford Motor Co.* reiterated and reaffirmed the Court's prior holdings that under those precise circumstances, and where the defendant corporation has continuously and deliberately exploited a state's market, specific personal jurisdiction over the defendant could be asserted by the forum state:

> "[Discussing its holding in *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286 [1980]]…. if Audi and Volkswagen's business deliberately extended into Oklahoma (among other States), then Oklahoma's courts could hold the companies accountable for a car's catching fire there—even though the vehicle had been designed and made overseas and sold in New York. For, the Court explained, a company thus "purposefully avail[ing] itself " of the Oklahoma auto market "has clear notice" of its exposure in that State to suits arising from local accidents involving its cars. *Ibid.* And the company could do something about that exposure: It could "act to alleviate the risk of burdensome litigation by procuring insurance, passing the expected costs on to customers, or, if the risks are [still] too great, severing its connection with the State." *Ibid.*

> Our conclusion in *World-Wide Volkswagen* [...] has appeared and reappeared in many cases since. So, for example, the Court in *Keeton* invoked that part of *World-Wide Volkswagen* to show that when a corporation has "continuously and deliberately exploited [a State's] market, it must reasonably anticipate being haled into [that State's] court[s]" to defend actions "based on" products causing injury there. 465 U.S., at 781, 104 S.Ct. 1473 (citing 444 U. S., at 297–298, 100 S.Ct. 580); see *Burger King*, 471 U.S., at 472–473, 105 S.Ct. 2174 (similarly citing *World-Wide Volkswagen*). On two other occasions, we reaffirmed that rule by reciting the above block-quoted language verbatim. See *Goodyear*, 564 U.S., at 927, 131 S.Ct. 2846; *Asahi Metal Industry Co. v. Superior Court of Cal., Solano Cty.*, 480 U.S. 102, 110, 107 S.Ct. 1026, 94 L.Ed.2d 92 (1987) (opinion of O'Connor, J.). And in *Daimler*, we used the Audi/Volkswagen scenario as a paradigm case of specific jurisdiction (though now naming Daimler, the maker of Mercedes Benzes). Said the Court, to "illustrate[ ]" specific jurisdiction's "province[ ]": A California court would exercise specific jurisdiction "if a California plaintiff, injured in a California accident involving a Daimler-manufactured vehicle, sued Daimler [in that court] alleging that the vehicle was defectively designed." 571 U.S., at 127, n. 5, 134 S.Ct. 746. As in *World-Wide Volkswagen*, the Court did not limit jurisdiction to where the car was designed, manufactured, or first sold. Substitute Ford for Daimler, Montana and Minnesota for California, and the Court's "illustrat[ive]" case becomes ... the two cases before us" (*Ford Motor Co.* at 363-365).

In other words, the Court in *Ford Motor Co.* reaffirmed its holdings and reasonings in, e.g., *World-Wide Volkswagen v. Woodson* and *Daimler AG v. Bauman*, 571 U.S. 117. It did not criticize the analyses set forth in those prior cases or hold that they were now limited to circumstances in which the defendant's "exploitation of the state's market" pertained specifically to the model of product which caused the injuries in the subject case. Ford's contacts with the forum state included the product models at issue in that case, but there is no indication that such was the sole or requisite contact supporting the "relate to" standard.

This view comports with at least one other case that has considered *Ford Motor Co.* in the context of similar facts (*see Downing v. Losvar*, 21 Wash. App.2d 635, 661-662 [2022] *review denied by* 200 Wash.2d 1004 [2022] ("Textron Aviation contends that the United States Supreme Court, in *Ford Motor Co. v. Montana Eighth Judicial District Court*, adopted and applied a specific product or "kind of product" test. The Supreme Court sometimes referred to the marketing of a product, i.e., a single product line, but the Court did not base its ruling on whether Ford marketed the model of car involved in the accidents in the respective states.").)

Notably, in *Adams v. Aircraft Spruce & Specialty Co.*, 345 Conn. 312 [2022], relied upon by Textron, the Supreme Court of Connecticut noted that:

> "In *Ford Motor Co.*, the court relied on the plaintiffs' *use* of the allegedly defective vehicles in their respective forums and the injury producing

> *malfunction* of those products in the forums as the activities that connected the defendant, the forum, and the litigation" (*Adams* at 343). [Emphasis in original.]

The Court in *Adams* went on to state that the "case-linkage inquiry in *Bristol-Myers* [*Squibb Co. V. Superior Court of California*, 582 U.S. 255] and *Ford Motor Co.* requires an activity or occurrence in the forum that is sufficiently material to the litigation and, in turn, to the forum's interest in that litigation" (*Adams* at 343).

Here, the allegedly defective airplane was used in New York State and the injury producing malfunction of the plane occurred in New York State to New York State residents. Thus, even under *Adams's* view of *Ford Motor Co.*, these activities connect Textron, New York State and this litigation sufficiently to satisfy Due Process.

Even if this Court were to adopt Textron's argument that in order to satisfy Due Process as applied in *Ford Motor Co.*, its contacts in the forum state must relate to the precise model or materially similar model of product which allegedly caused the underlying injuries, there is ample proof in this record that such contacts exist.

In this regard, it is undisputed that Textron's network of ASFs in New York (and throughout the country) are available to not only sell parts for any Textron aircraft including the T303 and other aged aircraft (single and dual engine), but also to service such aircraft. Textron's witnesses freely admitted that an owner of a T303—or any other piston aircraft (single or dual engine)—can, to this day, go to a Textron ASF (admittedly a representative of Textron) located in New York and have that aircraft serviced. The lack of evidence that a T303 has actually been so serviced at a Textron ASF in the past few years does not negate the fact that Textron's support network for such aged planes amply exists throughout New York State.

So, too, can an owner of a T303 or any other aged dual-engine piston aircraft go to any of the 53 Textron suppliers in New York State and purchase parts for their aircraft. Or, those owners in New York State could order parts directly from Textron and have them shipped to New York.

Moreover, the T303 which crashed in this case is not the only T303 located in New York State. There are at least two other T303s located in New York.[6] While Textron argues that it only ever communicated with Pegasus Aviation in Delaware (the company's State of registration) thereby disconnecting plaintiffs' "duty to warn" claim from its contacts in New York, it makes no such statement as to the other two T303s located in New York.

Further, the T303 is not the only Textron dual-engine piston aircraft located in New York. Of the 2804 Textron piston aircraft located in New York as of November 2023, 313 of those are twin engine [piston] aircraft, 272 of which are Cessna twins [as opposed to Beechcraft].

Thus, Textron maintains a network of suppliers and servicers in New York State readily available to service and sell parts for T303 aircraft located in this State as well as for the hundreds

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[6] It is noteworthy, too, that among the fifty states listed on Textron's spreadsheet (plaintiffs' exhibit 13), only five have a larger number of T303s located in them than New York. New York ties for sixth with several other states who have 3 T303s. Many other states have 2, 1 or 0 T303s.

of other aged Textron dual-engine piston aircraft and single-engine piston aircraft located in New York.

Textron's contacts with New York clearly include a network of support for the model of aircraft at issue in this case. Therefore, even under the restrictive reading of *Ford Motor Co.* proffered by Textron, its contacts in New York relate to the plaintiffs' claims.

Add to those facts that this litigation involved the crash of a T303 in New York State by a pilot who was a resident of New York State, where the plane was hangared in New York State and the plaintiffs are residents of New York State, it is not only fair but proper for New York State to exercise personal jurisdiction over Textron. New York State has "significant interests at stake—'providing [their] residents with a convenient forum for redressing injuries inflicted by out-of-state actors,' as well as enforcing their own safety regulations" (*Ford Motor Co., supra*, at 368).

The remaining contentions of the parties have been considered even if not specifically addressed herein.

For the foregoing reasons, it is hereby

ORDERED that Textron's motion to dismiss the action based on lack of personal jurisdiction (motion #13) is DENIED; and it is further

ORDERED that counsel for the remaining parties shall appear for a conference on **September 23, 2024 at 10:30 a.m.** to set forth a schedule for discovery.

Dated: August 27, 2024
Poughkeepsie, NY

ENTER:

Hon. Thomas R. Davis, J.S.C.

To: All counsel via NYSCEF

Pursuant to CPLR Section 5513, an appeal as of right must be taken within thirty days after service by a party upon the appellant of a copy of the judgment or order appealed from and written notice of its entry, except that when the appellant has served a copy of the judgment or order and written notice of its entry, the appeal must be taken within thirty days thereof.