

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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MILAGROS MUSSE,

Index No.: 158546/2015

Plaintiff,

-against-

**ORDER WITH NOTICE OF
ENTRY**

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY
and PORT AUTHORITY OF NEW YORK AND
NEW JERSEY,

Defendants.

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S I R S:

PLEASE TAKE NOTICE that the within is a true copy of the Order of the Honorable Paul A. Goetz, duly entered with the Clerk of the above captioned Court on or about October 27, 2021.

Dated: New York, New York
November 1, 2021

Yours, etc.,

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Stewart B. Greenspan, Esq.

Attorneys for Defendant

PORT AUTHORITY OF NEW YORK AND NEW
JERSEY

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File No.: 1013.40676

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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. PAUL A. GOETZ PART 47

Justice

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INDEX NO. 158546/2015

MILAGROS MUSSE,

MOTION DATE 09/09/2021

Plaintiff,

MOTION SEQ. NO. 003

- v -

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY, PORT
AUTHORITY OF NEW YORK AND NEW JERSEY

**DECISION + ORDER ON
MOTION**

Defendants.

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The following e-filed documents, listed by NYSCEF document number (Motion 003) 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, 113, 114, 115, 116, 117, 118, 119

were read on this motion to/for SUMMARY JUDGMENT(AFTER JOINDER)

Upon the foregoing documents, it is

ORDERED that defendant Port Authority of New York and New Jersey's motion for summary judgment seeking dismissal of plaintiff's Labor Law complaint must be granted as PANYNJ is not a proper Labor Law defendant because it did not hire plaintiff or her employer, Tutor Perini, and did not contract for the work done at the premises (*Ahmed v Momart Discount Store, Ltd.*, 31 AD3d 307 [1st Dept 2006]; *see also Brown v. Christopher St. Owners Corp.*, 211 A.D.2d 441, 442 [1st Dep't 1995], *affd* 87 NY2d 938 1996)]; and it is further

ORDERED that the complaint is dismissed against said defendant with costs and

disbursements and the Clerk shall enter judgment accordingly.


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10/27/2021

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