

<b>Reeds v Highpoint Assoc. XII, LLC</b>
2026 NY Slip Op 30625(U)
January 6, 2026
Supreme Court, New York County
Docket Number: Index No. 151715/2024
Judge: Gerald Lebovits
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. GERALD LEBOVITS PART 07

Justice

-----X

JOHN REEDS,

Plaintiff,

- v -

HIGHPOINT ASSOCIATES XII, LLC, KEYSTONE MANAGEMENT, INC., JOHNATHAN SANTANA, DANIEL OHEBSHALOM, RICHARD LAGANA, and ROBIN IGNICO,

Defendants.

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INDEX NO. 151715/2024

MOTION DATE N/A

MOTION SEQ. NO. 003

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 003) 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75

were read on this motion to STAY

Ween & Kozek, PLLC, Brooklyn, NY (Michael P. Kozek of counsel), for plaintiff. Adam Leitman Bailey, P.C., New York, NY (Vladimir Mironenko of counsel), for defendants Highpoint Associates XII, LLC, Keystone Management, Inc., Daniel Ohebshalom, Richard Lagana, and Robin Ignico.

Gerald Lebovits, J.:

On this motion, defendants Highpoint Associates XII, LLC, Keystone Management, Inc., Daniel Ohebshalom, Richard Lagana, and Robin Ignico<sup>1</sup> move under CPLR 2201 to stay this action until parallel criminal proceedings against Highpoint, Keystone, and Ohebshalom are resolved. Plaintiff, John Reeds, cross-moves to compel defendants to produce discovery.

The motion is denied. The cross-motion is granted in part and denied in part.

I. Motion to Stay

Defendants' motion to stay this action until the criminal proceedings have been resolved is denied. Although criminal proceedings against Highpoint, Keystone, and Ohebshalom are ongoing, this court sees no reason to stay the entirety of this action. Discovery—especially paper discovery—can proceed without infringing on the constitutional rights of those defendants in the criminal proceedings. And to the extent these defendants foresee imminent infringement of their

<sup>1</sup> Defendant Johnathan Santana is not a movant here.

rights at deposition, or examination at trial, they may seek a stay of deposition or trial at that time.

## II. Cross-Motion to Compel

On his cross-motion, plaintiff seeks to compel defendants to comply with his discovery demands. At oral argument on this motion, plaintiff agreed to narrow his discovery requests, and defendants agreed that they would provide responses to those requests. The parties have since done so, but plaintiff is dissatisfied with defendants' responses. The question now is whether defendants must supplement their responses to plaintiff's narrowed demands.

Plaintiff contends that defendants' responses to narrowed demands nos. 2, 3, 4, 5, 6, 12, 13, 18, and 21 are insufficient.

1. On demand no. 2, plaintiff seeks "[a]ll leases between Defendants and any resident of any unit in either of the Buildings" from January 2015 through the present. (NYSCEF No. 74 at 20 [pdf pagination].) Defendants object to this demand because it "concern[s] other residents is not relevant or calculated to lead to relevant information or documentation." (NYSCEF No. 75 at 2.) Plaintiff argues that the leases are required to find potential witnesses with information about the fire underlying this action and defendants' conduct in the fire's aftermath. (NYSCEF No. 76 at 2.)

The court agrees with defendants that other residents' leases are not relevant to this action. To the extent plaintiff seeks information about the identities of potential witnesses, he may submit to defendants a request that is narrowed accordingly.

2. On demand no. 3, plaintiff seeks documents and communications "between any Defendants and any resident of the Buildings, related to maintenance, repairs, and/or the condition of the Buildings, and any unit therein," such as "the performance of any maintenance and/or repairs, and/or work to address the condition of the Buildings." (NYSCEF No. 74 at 20 [pdf pagination].) Defendants object to this demand, because it "concern[s] other residents or repairs in other units [that are] not relevant or calculated to lead to relevant information or documentation." (NYSCEF No. 75 at 2.)

This court agrees with defendants in part. The crux of plaintiff's allegations concerns the condition of his apartment, the apartment to which he was relocated, and the building's roof. (*See* NYSCEF No. 1 at 1-6.) It is unclear why communications between other residents and defendants about *their* apartments are relevant here. Therefore, communications about other residents' units need not be produced. But to the extent defendants possess communications from residents concerning common elements and areas of the building, defendants must supplement their response to include those documents.

3. On demand no. 4, plaintiff seeks "[a]ll mortgage, loan, note, purchase and sale, agreement, deed, financing, and insurance documents, and all non-privileged communications related to negotiations thereof." (NYSCEF No. 74 at 20 [pdf pagination].) Defendants argue that this demand is too broad and that they have already provided information related to relevant

insurance policies. (NYSCEF No. 75 at 2.) Plaintiff argues that “[i]nformation related to financing is directly relevant to Defendants’ ability to timely perform repairs at the Buildings” and to plaintiff’s claim that “[d]efendants fraudulently represented their commitment to perform under the relocation agreement entered into between the parties and to restore Plaintiff to possession of his rent-stabilized unit.” (NYSCEF No. 76 at 2.)

This court agrees with defendants. The relevance of these documents to defendants’ ability to make repairs or to their alleged misrepresentations to return plaintiff to his unit are unclear to this court. Defendants need not respond to this demand.

**4.** On demand no. 5, plaintiff seeks documents and communications “between any or every Defendant and any employee or owner of any real estate company, real estate broker, real estate agent, . . . prospective purchaser, developer” or others “involved in the marketing, listing, sale, rental, insuring, financing, and/or appraisal and/or lending or mortgaging, related to selling, mortgaging, insuring, repairing, renovating, improving, and/or developing the 412 Building and/or the 410 Building and any unit therein.” (NYSCEF No. 74 at 20 [pdf pagination].)

Defendants object on grounds that this request—aside from repairing and renovating, improving, or developing the buildings—is irrelevant. (NYSCEF No. 75 at 2.) Plaintiff primarily claims that the entire request is “relevant to Plaintiff’s claims of fraudulent misrepresentation and inducement and Defendants’ defense of accord and satisfaction” and that “these documents will likely contain statements related to the conditions of the Buildings, Defendants’ knowledge thereof, and the work Defendants have performed to repair same.” (NYSCEF No. 76 at 3.)

This court agrees with defendants. Notwithstanding, plaintiff’s say-so, it is unclear why these documents—aside from those concerning construction in the building—are necessary to his claims. Defendants need not respond further to this demand.

**5.** On demand no. 6, plaintiff seeks “[p]ublic and/or private listings of either Building for sale.” (NYSCEF No. 74 at 20.) Defendants argue that this “request is not relevant or calculated to lead to relevant information or documentation.” (NYSCEF No. 75 at 2.) Plaintiff contends that “[t]he documents are relevant to Plaintiff’s claims of fraudulent inducement and breach of good faith and fair dealing as well as Defendants’ defenses of contribution, open and apparent conditions, accord and satisfaction, and unclean hands.” (NYSCEF No. 76 at 3.)

This court agrees with defendants for the same reason as on demand no. 5. Defendants need not respond to this demand.

**6.** On demand no. 12, plaintiff seeks “[c]omplete monthly banking, credit card, and/or line of credit statements for all such accounts related to the Buildings.” (NYSCEF No. 74 at 21 [pdf pagination].) Defendants object to the request as overbroad and as “duplicative of requests seeking documentation concerning repairs and maintenance and would improperly encompass all financial transactions for the Buildings.” (NYSCEF No. 75 at 2.) Plaintiff emphasizes that he seeks “are bank and credit card statements related to the Defendants’ expenditure or receipt of any monies related to maintenance of the Buildings.” (NYSCEF No. 76 at 4.) Plaintiff also

contends that these documents will help him ascertain “what efforts Defendants ever actually made to fix the conditions [in] the Building.” (*Id.*)

This court agrees with defendants. To the extent plaintiff seeks *entire* credit-card and bank statements, the request is overbroad. To the extent plaintiff seeks portions of those statements related to payments made for repairs to the building, the demand is not duplicative of plaintiff’s other demands. Defendants must supplement their response accordingly.

7. On demand no. 13, plaintiff seeks “[c]ommunications between Defendants, and any of Defendants’ principals, members, shareholders, employees, agents, representatives, contractors, and/or independent contractors, related to Plaintiff and/or any Other Occupant.” (NYSCEF No. 74 at 21 [pdf pagination].) Defendants object on grounds that the request is irrelevant to the extent it seeks communications with other residents in the building and too broad because it is not limited to issue of repairs or maintenance. (NYSCEF No. 75 at 2.) Plaintiff contends that “Defendants have misinterpreted the demand” and that “Plaintiff has demanded correspondence between Defendants and their agents *related to* Plaintiff or any ‘Other Occupant.’” (NYSCEF No. 76 at 4 [emphasis in original].)

This court agrees with plaintiff that his request concerns communications about plaintiff or other residents. Nonetheless, this court concludes that the request is too broad. The request encompasses *all* communications between the defendants and their agents regardless of their relevance to this action. Defendants must provide only communications between defendants and their principals, agents, etc. that concern repairs and maintenance.

8. On demand no. 18, plaintiff seeks “[d]ocuments and communications related to insurance, including, without limitation, all insurance policies, declarations, renewals, cancellations, adjustments, notices, invoices, and/or payments, for the Buildings or any units therein.” (NYSCEF No. 74 at 21 [pdf pagination].) Defendants argue that they already provided the insurance documentation to plaintiff. (*See* NYSCEF No. 75 at 3.) Plaintiff argues that only Keystone has provided responsive documents and that it has not done so sufficiently. (*See* NYSCEF No. 76 at 4-5.) Plaintiff also contends that the defendants have “not produced any correspondence related to the policies, renewals, cancellations, adjustments, notices, invoices, or payments” either. (*Id.*)

This court concludes that to the extent that defendants have not found and do not possess additional documents (including correspondence) responsive to this request, they should provide a *Jackson* affidavit of diligent search. To the extent they do possess additional responsive documents, they must submit them to plaintiff.

9. On demand no. 21, plaintiff seeks “[p]leadings in any and all actions and/or proceedings in which any Defendant was named as any party.” (NYSCEF No. 74 at 22 [pdf pagination].) Defendants argue that the documents sought are irrelevant, burdensome, and accessible by public records. (NYSCEF no. 75 at 3.) Plaintiff argues that only defendants “know the full extent of documents that are responsive to this demand, and, as each of them have a/k/as or are entities that are part of and/or related to parent or sibling corporations, simply searching on

NYSCEF is not a sufficient means to Plaintiff to obtain this information.” (NYSCEF No. 76 at 5.)


This court agrees with plaintiff. Defendants likely have the most knowledge about proceedings to which they were named parties, and this request is not unduly burdensome. Defendants must respond to this request.

Accordingly, it is

ORDERED that defendants’ motion to stay this action is denied; and it is further

ORDERED that plaintiff’s cross-motion is granted in part and denied in part to the extent described above; and it is further

ORDERED that defendants must supplement their responses (as instructed above) within 30 days of entry of this order.

1/6/2026 DATE					 <b>HON. GERALD LEBOVITS</b> J.S.C.		
CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED		<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION		
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	OTHER
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		<input type="checkbox"/>	SUBMIT ORDER		
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN		<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>	REFERENCE