Ariza, LLC v Board of Mgrs. of the 105 W. 72nd Condominium
2010 NY Slip Op 30361(U)
February 17, 2010
Supreme Court, New York County
Docket Number: 105548/09
Judge: Carol R. Edmead
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SCANNED ON 2/22/2010

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

PRESENT: HON. CAROL EDMEAD *Justice* **PART** 35

Ariza, LLC

INDEX NO. 105548/09

MOTION DATE 4/17/09

- v -

MOTION SEQ. NO. 002

City of New York, et al.

MOTION CAL. NO.

The following papers, numbered 1 to ____ were read on this motion to/for ____

	PAPERS NUMBERED
Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...	
Answering Affidavits — Exhibits	
Replying Affidavits	

Cross-Motion: ☑ **Yes** ☐ **No**

Upon the foregoing papers, it is ordered that this motion

FILED
FEB 22 2010
NEW YORK
COUNTY CLERK'S OFFICE

The instant motion (sequence 002) and cross motions, are decided in accordance with the accompanying Memorandum Decision. It is hereby

ORDERED that plaintiffs motion for summary judgment on their first cause of action for a declaratory judgment is granted to the extent of declaring that N&J is the lawful owner of the unit, that the Board has no ownership interest in the Unit; that Ariza is the lawful lessee of the Unit, that, pursuant to the zoning laws, the Unit may be used as a child care facility and that the Board's consent to lawful alterations in the Unit is unnecessary. The motion for summary judgment on the declaratory judgment cause of action is otherwise denied; and it is further

ORDERED that defendant's cross motion to dismiss the first cause of action is denied; and it is further

ORDERED that plaintiffs' "cross-cross" motion for summary judgment and to amend the first amended complaint is denied; and it is further

ORDERED that defendant's second cross motion for sanctions is denied; and it is further

ORDERED that counsel for the parties shall appear for a Preliminary Conference on April 13, 2020 at 3:00 p.m. before Justice Carol Robinson Edmead, Supreme Court, New York County, Part 35, 60 Centre Street Room 438.

Dated: 2/18/10

[signature]

HON. CAROL EDMEAD *J.S.C.*

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE FOR THE FOLLOWING REASON(S):

Check one: ☐ **FINAL DISPOSITION** ☑ **NON-FINAL DISPOSITION**

Check if appropriate: ☐ **DO NOT POST** ☐ **REFERENCE**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 35

---X

ARIZA, LLC, d/b/a EARLY CHILDHOOD DAYCARE CENTER and N&J ASSOCIATES, LLC,

Plaintiffs,

Index No. 105548/09

-against-

BOARD OF MANAGERS OF THE 105 W. 72ND CONDOMINIUM,

Defendant.

---X

EDMEAD, J

Backrground

In this action seeking a declaratory judgment and damages, plaintiffs Ariza, LLC, d/b/a Early Childhood Daycare Center (Ariza) and N&J Associates, LLC (N&J)(collectively Plaintiffs) move, pursuant to CPLR 3212, for summary judgment on the first cause of action in the first amended complaint. Defendant, Board of Managers of the 105 W. 72nd Condominium (Board) cross moves, pursuant to CPLR 3211(a)(5) to dismiss the complaint based on res judicata. In response, plaintiffs "cross-cross move" for summary judgment on the remainder of the complaint which states causes of action for breach of contract, tortious interference with prospective economic advantage and a permanent injunction. In that cross motion, plaintiff also moves, pursuant to 3025(c) to amend the complaint to add causes of action for tortious interference with an existing contract and unlawful discrimination in violation of RPL 237-a, and upon such amendment, for summary judgment on those two causes of action. The Board opposes Plaintiffs'

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cross motion and it has submitted a second cross motion for sanctions.[1]

N&J is the owner of a commercial unit in the 105 W. 72nd condominium (the Unit). In July 2008, N&J leased the Unit to Ariza with the express understanding that Ariza would renovate the Unit and use it as a childcare facility. (Metz Aff. Ex. A, [hereinafter Cmplt.] paras. 11 and 13) Mr. Stanley Ariza, one of Ariza's principals, is also a general contractor and he worked with the Department of Buildings (DOB) from July 2008 through November 2008 to obtain the permits Ariza needed to renovate the Unit for use as a childcare facility (Cmplt. paras 20,21). On November 21, 2008, Ariza received both a change of use permit and a construction permit for the Unit (the permits)(Cmplt, paras 23, 24). Approximately one week later, major renovations on the unit commenced. However, on November 25, 2008 the Board wrote to the DOB stating that it had not reviewed or authorized the plans filed for the renovation of the Unit and that it believed the permits should be revoked because the plans were deficient and unlawful in several ways (Locker Aff., Ex. 3).

On December 18, 2008 the DOB notified Ariza that it was issuing a stop work order (SWO) because, "the Owner's Authorization for the building has not been submitted. . . ." (Cmplnt, Ex. 2) On December 22, 2008 Ariza actually received the SWO which was issued on the ground that N&J had not, "provided all required information to demonstrate compliance with all applicable laws. (Cmplnt, Ex. 3) On December 23, 2008, Ariza discovered that the Board had written letters to the DOB complaining that the documents that Ariza submitted to the DOB were

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[1] Plaintiffs have improperly "cross-cross moved" for summary judgment and to amend the complaint. However, the Board has opposed plaintiffs' "cross-cross"motion on the merits and submitted its own second cross motion for sanctions. Accordingly, this court will consider both of Plaintiffs' motions for summary judgment and both of the Board's cross motions.

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"substantively deficient and contrary to law" in that they did not provide accessibility for the handicapped, a fire alarm system throughout the building and a second means of egress from the premises. (Cmplt, paras 42, 43, Locker Aff., Exs. 3 & 4)

Ariza states that it met with the DOB in an effort to resolve the problems and that it supplied the DOB with copies of N&J's deed to the unit and copies of offering plan and the bylaws for the 105 W. 72nd Condominium (the Plan) which provide that the Unit can be used for any lawful purpose without prior consent of the Board and that the Unit owner has the right to alter the Unit in any way without Board approval. It appears that the DOB took the position that it would not. rescind the SWO until the issue of Unit ownership was resolved by the courts, or until the Board gave its consent to proceed. (Cmplt, para. 64)

Ariza also contacted the Board which stated that it was not opposed to the use of the Unit as a childcare facility as long as Ariza complied with all applicable laws. (Cmplnt, para. 70, Exs 5, 6, 7, 8) However, after several months of correspondence, Ariza and the Board were unable to resolve their differences.

On March 24, 2009, the DOB issued a letter revoking Ariza's building permits on the ground that "a new applicant of record has not been retained". (Cmplt, Ex. 9).

Prior Proceedings

In or about April 2009, plaintiffs commenced an Article 78 proceeding against the DOB challenging revocation of the permits. The Board was named as a nominal defendant in that proceeding. At the same time, plaintiffs commenced this plenary action against the DOB and the Board seeking a declaratory judgment about the rights of the parties, a permanent injunction and damages for breach of contract and tortious interference with prospective economic advantage

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(the instant action).

In a decision dated June 9, 2009, the court dismissed the Article 78 proceeding in its entirety finding that Ariza and N&J failed to exhaust their administrative remedies in that they did not appeal the revocation of the DOB permits to the Board of Standards and Appeals. (Metz Aff., Ex. D)

Thereafter, the DOB moved, in the instant action, to dismiss the declaratory judgment cause of action, as against it, on the grounds of res judicata and collateral estoppel. In a September 16, 2009 decision, the court granted the DOB's motion, finding that the branch of the declaratory judgment cause of action against the DOB was, in essence, an action cognizable under CPLR 7803(3) which was precluded by the principles of res judicata.

The remainder of the first cause of action for a declaratory judgment seeks a declaration as against the Board that: (a) N&J is the only lawful owner of the unit; (b) Ariza is the lawful lessee of the unit; (c) Ariza intends to make lawful use of the unit; (d) the Board has no ownership interest in the unit; (e) the Board's consent to renovations is unnecessary; (f) the Board's interference with N&J's ownership interest is unlawful; (g) the Board's interference with Ariza's tenancy is unlawful and (h) plaintiffs are entitled to the damages they have incurred as a result of the Board's actions.

In the second cause of action, both plaintiffs seek damages against the Board for breach of contract and the third cause of action states a claim by both plaintiffs for tortious interference with prospective business advantage. Finally plaintiffs seek to permanently enjoin the Board from interferring with N&J's and Ariza's allegedly lawful use of the Unit as a childcare facility.

Contentions

In support of the motions for a declaratory judgment and summary judgment, plaintiffs contend that the documentary evidence establishes that N&J is the owner of the Unit and that the Plan and the by-laws clearly state that the owner of a commercial unit has no obligation to obtain Board approval for any lawful use of that unit or for the renovations to it. Plaintiffs also claim that the Board acted intentionally to harm one or both of the plaintiffs. Moreover, plaintiffs argue that the Board's actions violated RPL 237-a which prohibits discrimination against children in dwelling houses. It claims that discriminatory intent can be inferred because this is the first time the Board has objected to the use or alteration of the commercial space.

As to that branch of plaintiffs' cross motion which seeks to amend the complaint, plaintiffs contend that the facts establishing discrimination and interference with contract have been adequately pled in the complaint, so that the amendment will not cause prejudice or surprise.

In opposition to summary judgment and in support of the cross motion to dismiss, the Board contends that the complaint must be dismissed against the Board based on res judicata. Alternatively, as to plaintiffs' cross motion for summary judgment, the Board argues that plaintiffs have not established a prima facie case because they have failed to submit evidence in admissible form to support any of their claims; that the plaintiffs failed to obtain the Board's consent for the renovations and that in establishing a day care center in the basement of a residential building, plaintiffs are obligated to comply with the New York City Building Code and the Multiple Dwelling Law. The Board also takes the position that it was plaintiffs' failure to respond to the DOB's special audit that resulted in the cancellation of the building permits not

the Board's action. Defendant also contends that plaintiffs should not be permitted to amend the complaint because such amendment is unsupported by the facts and will cause prejudice and surprise.

As to defendant's cross motion for sanctions, the Board contends that the "cross-cross motion" for summary judgment and to amend the complaint is frivolous and designed to bully and harass the Board and prolong the litigation.

Discussion

It is well established that summary judgment may be granted only when it is clear that no triable issue of fact exists (*Alvarez v Prospect Hosp.,* 68 NY2d 320, 325 [1986]). The burden is on the moving party to make a prima facie showing if entitlement to summary judgment as a matter of law (*Zuckerman v City of New York,* 49 NY2d 557, 562 [1980]); *Friends of Animals v Associated Fur Mfrs.,* 46 NY2d 1065, 1067 [1979]). A failure to make such a showing requires a denial of the summary judgment motion, regardless of the sufficiency of the opposing papers (*Ayotte v Gervasio,* 81 NY2d 1062, 1063 [1993]). If a prima facie showing has been made, the burden shifts to the opposing party to produce evidentiary proof sufficient to establish the existence of a material issue of fact (*Alvarez v. Prospect Hosp.*, 68 NY2d at 324; *Zuckerman v City of New York*, 49 NY2d at 562). Mere conclusions, unsubstantiated allegations or expressions of hope are insufficient to defeat a summary judgment motion (*Zuckerman v City of New York,* 49 NY2d at 562). However, summary judgment must be denied if there is any doubt as to the existence of a triable issue of fact (*Rotuba Extruders v Ceppos*, 46 NY2d 223, 231 [1978]).

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a. **Declaratory Judgment**

Defendant's argument that plaintiffs' motion for a declaratory judgment is barred by res judicata is without merit. It is well established that a final decision of the merits bars litigation between the same parties of all other claims arising out of the same transaction (*Shelley v Silvestre*, 66 AD3d 992, 993 [2d Dept 2009]; *Matter of the City of New York v Schmitt*, 50 AD3d 1032, 1033 [2d Dept 2008]; *see also Levy v Keslow,* 235 AD2d 293 [1st Dept 1997]). It is equally well established that the dismissal of an Article 78 petition on the basis of failure to exhaust administrative remedies is not a decision on the merits (*Town of Caroga v Herms*, 20 Misc.3d 1130(A), 2008 NY Slip Op 51674(U) [Fulton County Sup. Ct., 2008] aff'd 62 AD3d 1121[3d Dept 2009] ; *Fahey v. Axelrod,* 171 AD2d 213 [3d Dept 1991])

In the prior Article 78 proceeding, the DOB's motion to dismiss was granted because Ariza and N&J failed to exhaust their administrative remedies (Leitman Aff., Ex. D). Thereafter, this court dismissed the instant action as against the DOB finding that, although denominated as a declaratory judgment action against the DOB, the first cause of action for a declaratory judgment as against the DOB, was, in fact, cognizable under Article 78 and , "clearly precluded by the principles of res judicata, as Plaintiffs have previously brought an Article 78 proceeding challenging the DOB actions complained of herein and had that action dismissed . . . based upon their failure to exhaust administrative remedies." (Locker Aff., Ex. 6, p. 4)

The merits of Ariza and N&J's claims against the Board were not, and could not have been considered in the either the prior Article 78 proceeding or the DOB's motion to dismiss in this action. Accordingly, res judicata does not serve to bar consideration of these claims.

Plaintiffs' motion for a declaratory judgment is granted to the extent of finding that N&J

is the only lawful owner of the Unit (Leitman Aff., Ex. 1); that the Board has no ownership interest in the Unit and, although plaintiffs have failed to submit the lease agreement between Ariza and N&J, the Board does not dispute that Ariza is the lawful lessee of the Unit. Moreover, it is not disputed that, pursuant to the zoning laws, the Unit may be used as a child care facility.

The court also finds that, pursuant to the Plan, the Board's consent to lawful alterations in the Unit is unnecessary. (Leitman Aff., Ex. 4, p. 70) The Board's position that its consent to the renovations was required by law is belied by Section 28-104.8.2 of the Administrative Code of the City of New York when it is read in conjunction with the plan.

28-104.8.2 states in pertinent part:

> The application shall contain a signed statement by the owner, cooperative owners' corporation, or condominium owners association stating that the applicant is authorized to make the application and, if applicable, acknowledging that construction documents will be accepted with less than full examination by the department based on the professional certification of the applicant.

It is the Board's position that, pursuant to the regulation, the party that must authorize the DOB application depends on the nature of the building as a whole and that here, because the building in question is a condominium, the condominium association must authorize the application for renovations to the Unit.

However, it is a well settled rule of statutory construction that the "[u]se of the conjunction 'or' in a statute usually indicates that the language is to be construed in the alternative sense." (McKinney's Cons. Laws of NY, Book 1, Statutes, Section 235 at p. 401) Thus, in this case, the statute permits either the owner or the condominium association to sign the application. In order to determine which signature is required on an individual application, one

must read the condominium plan and by-laws in conjunction with the regulation. Pursuant to the Plan, the Board must approve the renovations in the individual residential units, and in those cases, the Board's signature on the permit application for residential units is required (Leitner Aff., Cmplnt, Ex. 1, p. 70). However, since the Plan specifically states the Board's approval for renovations to a commercial unit is not required, it follows that a commercial unit owners signature on the permit application, as authorized by the Plan and the Administrative Code, is sufficient. (*See eg Long v Adirondack Park Agency,* 76 NY2D 416, 420 [1990][statutes should be given a sensible, practical overall construction]; McKinneys Cons Laws of NY, Book 1, Statutes, Section 94 [the courts must afford the statute a sensible, practical overall construction])

Accordingly, the Board's signature on the permit application for the Unit was not required.

As to the remainder of the declaratory judgment cause of action, summary judgment is denied because plaintiffs have failed to submit evidence to establish their prima facie case that the Board's actions were unlawful. It appears from the parties correspondence that the Board was not opposed to use of the unit as a child care facility as long as it was in compliance with all legal requirements (Cmplt., Ex. 6). Here, the Board contacted the DOB to apprise it of possible building code violations that could adversely impact on the health and safety of the children attending the facility as well as the health and safety of the building residents . The DOB requested, but apparently never received, evidence that plaintiffs were proceeding in accordance with DOB regulations and the Multiple Dwelling Law. (Locker Aff., Exs. 4,5,6) Although the Board's consent was not required for the renovations, plaintiffs were required to comply with the statutes and rules governing construction in New York City. (See e.g. *Board of Managers of the*

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Europa Condominium v Orenstein, 281 AD2d 354, 528-529 [1st Dept 2001]) Plaintiffs have failed to come forward with admissible evidence to demonstrate that they were in full compliance with the statutes and regulations governing the construction of childcare facilities in residential buildings and that the Board's actions in alerting the DOB of possible code violations were unlawful or were solely intended to prevent plaintiffs from a engaging in a lawful use of the Unit. Accordingly, summary judgment as to the lawfulness of the Board's action's is unwarranted at this time

b. **Breach of Contract**

The elements of a breach of contract are: (1) the existence of a contract between plaintiff and defendant; (2) performance of the contract by plaintiff; (3) defendant's failure to perform; and (4) damages resulting from the failure (*Noise in the Attic Productions, Inc. v London Records,* 10 AD3d 303, 306 [1st Dept 2004])

In this case, there is no dispute that the Plan constituted the contract between N&J and condominium and that the Plan provides that the unit could be used for any legal use under the zoning regulations, that the owner had the right under the bylaws to alter the unit in any way that complied with the law and that Ariza obtained conditional DOB approval for the alterations. By letters dated November 25, 2008 and December 5, 2008, the Board notified the DOB that based on a visual inspection of the Unit and a review of the construction drawings, it appeared that the plans were deficient and contrary to law. The Board asked the DOB to investigate the matter. (Locker Aff., Exs. 3 and 4)

Following an investigation, the DOB discovered that the plans did not appear to be in compliance with several sections of the Building Code and the Multiple Dwelling Law and, in a

special audit, it asked for clarification and amendments to the plan. (Locker Aff., Ex. 5) Plaintiffs did not respond to the special audit. It is the Board's position that it was not opposed to the use of the commercial space as a childcare facility as long as N&J and Ariza complied with the law. Here, N&J has failed to establish its prima facie case that is entitled to summary judgment on the breach of contract cause of action because it has failed to produce evidence demonstrating that it had complied with the Building Code and the Multiple Dwelling law and that, even though it was in full compliance, the Board refused to permit the construction. Accordingly, summary judgment on the breach of contract cause of action is denied.

However, N&J, not Ariza, was the owner of the unit, with the right to alter it. Therefore, if the trier of fact finds that the Board breached its contract with N&J, then only N&J, not Ariza is entitled to judgment on liability on the first cause of action.

C. Tortious Interference with Prospective Economic Relations

To state a claim for tortious interference with prospective economic advantage in New York, a party must prove 1) that it had a business relationship with a third party; 2) that the defendant knew of the relationship and intentionally interfered with it; 3) that the defendant acted solely out of malice or used improper or illegal means that amount to a crime or an independent tort; and 4) that the defendant's interference caused injury to the relationship (*Amaranth LLC v J.P. Morgan Chase & Co.*, __ AD3d__, 888 NYS2d 489, 494 [1st Dept 2009])

Plaintiff has failed to establish a prima facie case that when the Board was motivated solely by animus or used illegal or improper means when it contacted the DOB about possible violations of the Building Code and the Multiple Dwelling Law. The Board is responsible to oversee the building and ensure that it operates in accordance with law (See e.g. *Levandsky v*

One Fifth Avenue Apartment Corp., 75 NY2d 530, 536 [1990]). Plaintiff has not demonstrated by admissible evidence that the Board's actions had no relationship to the welfare of the cooperative, that they deliberately singled out N&J and Ariza for harmful treatment or that alerting the DOB to possible building code violations was beyond the scope of the Board's authority (*See, Levandusky v One Fifth Avenue Apartment Corp.*, 75 NY2d at 540*; see also Pelton v 77 Park Ave. Condominium,* 38 AD3d 1 [1st Dept 2006]).

d. Permanent Injunction

That branch of the motion seeking a permanent injunction is also denied because plaintiffs have failed to establish that defendant's actions were unwarranted and that it will succeed on the merits of its claims (*Ahmed v C.D. Kobsons, Inc.*, 67 AD3d 467 [1st Dept 2009]; *City of New York v 330 Continental, LLC,* 60 AD3d 226, 230 [1st Dept 2009])

e. Amend the Complaint

That branch of the "cross-cross motion" that seeks to amend the complaint is denied. Although leave to amend is freely granted absent prejudice or surprise (CPLR 3025[b]), "leave should be denied where the proposed amendment is palpably insufficient as a matter of law or is totally devoid of merit" (*Sunrise Plaza Associates v Int'l Summit Equities Corp.*, 288 AD2d 300, 301 [2d Dept 2001] *lv denied* 97 NY2d 612 [2002][citations omitted]).

In the instant case, plaintiffs seek to add a discrimination claim based on to Real Property Law Section 237-a which states in pertinent part:

> a. Any person, firm or corporation owning or having in charge any apartment house, tenement house or other building or manufactured home park used for dwelling purposes who shall refuse to rent any part of any such building or manufactured home park to any person or family, or who discriminates in the terms, conditions

> or privileges of any such rental, solely on the ground that such person or family has or have a child or children shall be guilty of a misdemeanor . . . .
>
> b. Civil Liability
>
> (1) where discriminatory conduct under this section has occurred, an aggrieved individual shall have a cause of action . . . for damages, declaratory and injunctive relief;

However, that statute, by its terms applies only to discrimination in "dwelling" units. (See eg, Landlord Tenant Law in New York, Section 5.97 [2009], see also *City of New York v 330 Continental, LLC,* 60 AD3d at 231][words of common usage are to be given their ordinary meaning]) The controversy before the court concerns the use of a commercial unit as a childcare facility. Accordingly, Real Property Law Section 237-a is not applicable to the matter before the court.

That branch of the motion to amend that seeks to add a claim for interference with an existing contract is also denied because plaintiffs have failed to make an evidentiary showing that the proposed amendment has merit (*Rice v Penguin Putnam, Inc.,* 289 AD2d 318, 319 [2d Dept 2001]). The tort of inducement to breach an existing contract requires the pleader to prove, inter alia, that defendant intentionally induced the third party to breach or otherwise rendered performance impossible (*See Lama Holding Co. v Smith Barney, Inc.,* 88 NY2d 413, 424 [1996]) Plaintiff's have failed to produce a scintilla of evidence to demonstrate that performance of the contract was impossible because of the Board's actions. Plaintiffs have not, and cannot, show that the Board continued to present objections to the childcare facility even though plaintiffs modified their plans to bring the project into compliance with the building code and the multiple dwelling law. Moreover, plaintiffs have not produced the lease agreement or shown that the

lease for the commercial space has, in fact, been breached.

f. Sanctions

Defendant moves pursuant to 22 NYCRR130-1.1 to impose sanctions against plaintiffs for asserting claims that are without merit in law and for engaging in conduct undertaken to harass and prolong the litigation. 22 NYCRR-130-1.1 permits a court, in its discretion, to award sanctions for "frivolous conduct" which is defined, in part, as conduct that is completely with merit or that is undertaken primarily to delay or harass or maliciously injure another. The merits of a claim "must be judged with reference to whether a particular course of litigation is or is not designed to obtain some real form of relief as a remedy for some cognizable wrong" (*Weinstock v Weinstock*, 253 AD2d 873 [2d Dept 1998])

In this case, it cannot be said that plaintiffs' procedurally improper "cross-cross" motion for summary judgment and to amend was not designed to obtain some real relief in the context of this litigation. Moreover, the motion did not substantially prolong the litigation or waste judicial resources. Accordingly, defendant's second cross motion for sanctions is denied.

Conclusion

Based on the foregoing, it is hereby

ORDERED that plaintiffs motion for summary judgment on their first cause of action for a declaratory judgment is granted to the extent of declaring that N&J is the lawful owner of the unit, that the Board has no ownership interest in the Unit; that Ariza is the lawful lessee of the Unit, that, pursuant to the zoning laws, the Unit may be used as a child care facility and that the Board's consent to lawful alterations in the Unit is unnecessary. The motion for summary judgment on the declaratory judgment cause of action is otherwise denied; and it is further

ORDERED that defendant's cross motion to dismiss the first cause of action is denied; and it is further

ORDERED that plaintiffs' "cross-cross" motion for summary judgment and to amend the first amended complaint is denied; and it is further

ORDERED that defendant's second cross motion for sanctions is denied; and it is further

ORDERED that counsel for the parties shall appear for a Preliminary Conference on April 13, 2020 at 3:00 p.m. before Justice Carol Robinson Edmead, Supreme Court, New York County, Part 35, 60 Centre Street Room 438.

This decision constitutes the order of the court

DATE February 17, 2010

Carol Robinson Edmead, J.S.C.

HON. CAROL EDMEAD

FILED
FEB 22 2010
NEW YORK
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