

**Women's Interart Ctr., Inc. v New York City
Economic Dev. Corp.**

2010 NY Slip Op 31577(U)

June 21, 2010

Supreme Court, New York County

Docket Number: 109017/07

Judge: Karen Smith

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6-24-10

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

PRESENT: KAREN S. SMITH

PART 62

Justice

Women's Internet Center, Inc

INDEX NO. 10907/07

MOTION DATE 5/6/10

MOTION SEQ. NO. 008

MOTION CAL. NO. _____

- v -

New York City Economic
Development Corporation, et al.,

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

Notice of Motion — Affidavits — Exhibits _____

Answering Affidavits — Exhibits _____

Replying Affidavits _____

PAPERS NUMBERED	
_____	1
_____	2
_____	3

Cross-Motion: Yes No

Upon the foregoing papers, It is ORDERED that this motion is decided in accordance with the accompanying memorandum decision and order.

FILED

JUN 24 2010

NEW YORK
COUNTY CLERK'S OFFICE

Dated: 6/21/10

[Signature]
Hon. Karen S. Smith, J.S.C.

Check one: FINAL DISPOSITION NON-FINAL DISPOSITION

Check if appropriate: DO NOT POST

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 62

-----X
WOMEN'S INTERART CENTER, INC.,

Plaintiff,

-against-

Index № 109017/07

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION (EDC); ANDREW M. ALPER, President of EDC; JERILYN PERINE, Commissioner, Department of Housing Preservation and Development; CITY OF NEW YORK; DANIEL DOCTOROFF, Deputy Mayor, City of New York; and MICHAEL BLOOMBERG, Mayor, City of New York,

Defendants.

-----X
WOMEN'S INTERART CENTER, INC.,

Plaintiff,

-against-

Index № 113088/07

FILED

JUN 24 2010

NEW YORK
COUNTY CLERK'S OFFICE

CLINTON HOUSING DEVELOPMENT FUND CORP.,

Defendant.

-----X
KAREN SMITH, J.:

This is an action for breach of contract, promissory estoppel and tortious interference with contract, arising from an effort by plaintiff Women's Interart Center, Inc. (WIC) to purchase, improve and develop a City-owned building (the Building) and an adjacent vacant structure (together, the Property), located in the "Hells Kitchen" section of Manhattan on West 52nd Street. This endeavor has been the subject of, or tangential to, extensive litigation in the federal and state courts.

The instant action was commenced by plaintiff's filing of a summons and complaint on or about June 28, 2007, and under motion sequence 008, defendants New York City Economic

Development Corporation (EDC), its former president, Andrew M. Alper, former Commissioner of Department of Housing Preservation and Development (HPD) Jerilyn Perine (Perine), the City of New York (City), former Deputy Mayor of the City of New York Daniel Doctoroff (Doctoroff), and Michael Bloomberg, Mayor of the City of New York (Bloomberg) now move for an order, pursuant to CPLR 3212, dismissing the complaint in its entirety. The facts, as presented, summarize the relevant history of the parties' dispute and are gathered from the parties' submissions and the record of the prior federal court action between these same parties. As relevant here, in the federal action, the court dismissed, with prejudice, WIC's two claims under 42 USC § 1983, and dismissed, without prejudice, the remaining (state) claims for lack of subject matter jurisdiction (*see Women's Interart Center, Inc. v New York City Economic Development Corporation (EDC), et al.*, 2005 US Dist LEXIS 10027, [SD NY 2005], 2005 WL 1241919; *see also Women's Interart Center, Inc. v New York City Economic Development Corporation (EDC), et al.*, 2005 WL 1844611 [SD NY] *aff'd* 212 Fed Appx 12, 2007 WL 28274 [2d Cir]).

WIC is a not-for-profit cultural organization that has been a month-to-month tenant in the Building since 1971. The Building is located at 549 West 52nd Street in Manhattan and falls within a six-block area between 50th and 56th Streets and 10th and 11th Avenues. In 1969, the City of New York designated this area as the "Clinton Urban Renewal Area [CURA]." The Building, like many other buildings in CURA, is owned by EDC, a not-for-profit corporation which performs economic development work for the City, and is administered by HPD, the agency responsible for urban renewal within New York City.

In or about the early 1990's, WIC proposed the development of a new cultural facility on

the site of the Building and an adjacent property at 543-551 West 52nd Street (together, the Property). The new structure, titled the Interart Rehearsal Studio and Cultural Center Complex (IRSC), was intended to house rehearsal spaces, a 499-seat theater, and facilities for visual and other arts. It was also intended to create, approximately, 493 new jobs within the CURA community. WIC's plan was to obtain sufficient funding to purchase the Property, relocate its tenants during the renovation and then return most, but not all of the tenants, to the completed IRSC. In May 1994, WIC, HPD and EDC jointly submitted a proposal to the City Planning Commission for approval, through the Uniform Land Use Review Procedure (ULURP), of the planned IRSC development. According to plaintiff, the New York City Council approved the ULURP on September 22, 1994, and the CURA was amended to provide for the sale and transfer of the Property to WIC for this purpose.

Between the years 1994 and 1999, while WIC worked to secure financing for the project, WIC and HPD's property managers disputed WIC's non-payment of rent allegedly caused by HPD's failure to repair conditions in the Building, such as leaks, flooding, malfunctioning boiler and radiators, and broken windows, which damaged and interrupted WIC's business. The parties repeatedly took each other to court over these issues, and frequently these court actions resulted in negotiated settlements. Some stipulated settlements were complied with, and some were not. At one particular meeting, held on February 6, 1997, HPD's then-Commissioner Lillian Barrios-Paoli (Barrios-Paoli), and Perine, a city employee and one-time Director of Program Management in HPD's Office of Property Management, met with WIC's representatives. According to WIC, Barrios-Paoli orally agreed that, due to the lack of repairs which damaged WIC, HPD would withdraw a pending eviction proceeding. This understanding was apparently

not memorialized and signed by the parties attending the meeting. The rent and repairs issues continued, legal action, including a number of eviction proceedings against WIC were commenced and, as noted above, usually withdrawn or settled, and the ill feelings between HPD and WIC continued. At or around that same period of time, WIC voiced its criticism of certain decisions made by City agencies regarding development within CURA, adding to the discord between these parties.

Despite their differences, WIC, with support from EDC and HPD, pursued a number of different avenues toward funding the IRSC. They included the April 2000 submission by EDC (for the City and on behalf of WIC) of an application to the Department of Housing and Urban Development (HUD) for a Section 108 loan guarantee which was approved in September 2000 in the amount of \$13,595,000. HUD also approved a \$2 million HUD Economic Development Initiative Grant for the IRSC project. In July of the same year, EDC informed HPD that, because the Property closing would take place within three months, it should begin relocation/eviction proceedings for two commercial tenants (Medicine Show and Soundscape) who did not have a right to return to the Building post renovation.

Meanwhile, WIC continued its efforts to arrange for sufficient financing to cover the many costs involved in developing (architects, planners, builders, etc.) the IRSC and to cover the relocation of the Building's tenants, including moving tenants in and out of the neighboring Old School Building (OSB) located at 552 West 53rd Street, which is also part of CURA. In or about 2000, HPD designated Clinton Housing Development Corporation (CHDC) the managing agent of the OSB, and in May 2001, the City Counsel provided the EDC with \$300,000 for use in WIC's temporary relocation of Building tenants in the OSB, \$200,000 of which were intended

towards renovating the OSB. Some of the Building tenants for whom relocation was sought were scheduled to return after completion of the IRSC (tenants Ensemble Studio Theater [EST] and approximately four visual artist tenants), while others did not have a right to return to the completed facility.

EST did not consent to the temporary relocation spaces (often referred to as “swing space”) proposed by WIC. The other tenants of the Building also presented certain issues with the relocation process, and HPD did not immediately proceed with the above-referenced eviction proceedings. Instead, HPD determined that a Memorandum of Understanding (MOU) was needed before eviction proceedings were commenced. The purpose of the MOU was to ensure that EDC held sufficient funds in escrow to cover the costs associated with HPD’s relocation of tenants.

WIC asserts that following Perine’s July 2000 appointment as Commissioner of HPD, there was a noticeable shift in the attitude of the City administration and its related agencies with respect to their support of the proposed IRSC. The EDC, however, maintained its support for the project and agreed to view the relocation spaces proposed by WIC, and in the fall of 2000, EDC’s assistant vice president, Kate Collignon (Collignon), did visit one or more of these spaces. In the months following her visit, Collignon released internal memoranda confirming that the two theaters proposed by WIC for the temporary relocation of EST -- the John Houseman and Jose Quintero -- were reasonable and comparable, if not superior, to EST’s existing theater space (*see* Collignon Memoranda, dated January 4, 2002 and February 21, 2002). Nevertheless, HPD informed EDC in November 2000 that its relocation efforts should no longer involve tenants other than Medicine Show and Soundscape.

Despite these issues, WIC, EDC and the City continued to negotiate the terms of the contract of sale for the Property, and the final version of the contract (Contract) was executed on August 30, 2001 by EDC and WIC. According to the Contract, EDC would acquire title to the Property, by deed from the City, prior to or simultaneously with the closing. WIC, having demonstrated to EDC's reasonable satisfaction that it met all of its obligations/pre-closing conditions (obligations), would then purchase the Property for \$2.00. It was also agreed that, should EDC reasonably believe that WIC would not be able to meet one or more of its obligations by the closing date, EDC had the right to terminate the Contract upon written notice to WIC.

The closing date was rescheduled more than once to allow WIC additional time to meet the preconditions for closing, and the eighth and final closing date was scheduled for November 15, 2002. However, despite the considerable time, money and effort WIC spent in trying to meet the Contract's stringent pre-closing obligations, EDC elected to terminate the Contract. The December 10, 2002 termination letter stated, among other things, that the termination was due to WIC's inability to meet the contractual requirements for financing and for relocating the Building's tenants, including EST. Following a series of unsuccessful attempts to change EDC's decision, WIC commenced its federal court action alleging there, as it does here, that defendants took steps to prevent it from meeting its contractual obligations in order to thwart the IRSC from being developed by WIC.

Following its summary judgment dismissal of WIC's 42 USC § 1983 equal protection and First Amendment retaliation claims, the federal district court dismissed the remaining claims, without prejudice, for lack of subject matter jurisdiction. WIC then commenced the instant state

court action advancing many of the same claims presented in the federal action. This prompted defendants to serve another dismissal motion, this time pursuant to CPLR 3211 (a) (5). This motion was granted in part and denied in part by order of this court, dated February 29, 2008,¹ and affirmed on August 4, 2009 by the Appellate Division, First Department (*see Women's Interart Ctr., Inc. v New York City Economic Dev. Corp. (EDC)*, 65 AD3d 426, 427 [1st Dept 2009]). Central to defendants' motion was their assertion that the allegations raised in the complaint had already been litigated in federal district court, and resolved adversely to plaintiff. That decision had been affirmed on January 3, 2007, by the U.S. Court of Appeals for the Second Circuit (212 Fed Appx, 12, 2007 WL 28274 [2d Cir 2007]).

The Appellate Division affirmed this court's February 29, 2008-order precluding WIC from relitigating "certain factual issues that are critical to [its] claims for breach of contract, promissory estoppel and tortious interference with contract because those issues were decided after a full and fair opportunity to contest them" (*Women's Interart Ctr., Inc. v New York City Economic Dev. Corp. (EDC)*, 65 AD3d at 427). Citing the federal district court's findings, the Appellate Division specifically barred WIC from relitigating whether the EDC had "willfully, wrongfully, unilaterally and materially breached" its contract with WIC by "repeatedly raising the bar" for the transfer of certain property. It determined that the EDC had not imposed new conditions, but rather had insisted that WIC perform the tasks assigned to it under the contract at issue. WIC was also barred from litigating whether Perine had tortiously interfered with the

¹ The motion was granted in part and denied in part as set forth in the record of the proceedings before this court on February 28, 2008, which was incorporated into the written order of February 29, 2008.

Contract by unjustifiably encouraging and inducing EDC to breach it, finding that Perine's negative views of WIC stemmed from WIC's history of nonpayment of rent, illegal subletting and its inability to gain consensus among other tenants in the Building in favor of its Project. Finally, the Appellate Division barred WIC from relitigating whether HPD's refusal to start eviction proceedings against the Building's tenants without a memorandum of understanding (MOU) was procedurally or substantively irregular. They found it was not (*id.*). These findings were limited and did not mandate a dismissal of the entire complaint.

Defendants' current motion seeks a summary judgment dismissal of WIC's causes of action for breach of contract, promissory estoppel and tortious interference with contract. Plaintiff opposes the motion on various grounds, including a lack of discovery. It is well settled that "[t]o grant summary judgment it must clearly appear that no material and triable issue of fact is presented. This drastic remedy should not be granted where there is any doubt as to the existence of such issues" (*Sillman v Twentieth Century-Fox Film Corp.*, 3 NY2d 395, 404 [1957] [internal citations omitted]). Based on a review of the parties' submissions, the motion is granted as to the claim for promissory estoppel, and it is otherwise denied.

To establish promissory estoppel, plaintiff must show that defendant made a clear and unambiguous promise upon which the plaintiff reasonably relied to its detriment (*Braddock v Braddock*, 60 AD3d 84, 95 [1st Dept 2009]). Here, the alleged promises are that, for the purposes of the Contract, defendants would: (1) deem WIC's efforts to relocate EST in the John Houseman theater to be reasonable and WIC's expenditures to hold on to that theater for use as EST's "swing space" to be reasonable; (2) evict EST for rejecting the reasonable offer; (3) evict tenants Medicine Show and Soundscape; and (4) allow the previously relocated tenants from the

Building to stay at the OSB until the completion of the IRSC. However, these generalized allegations regarding the parties' interactions and understandings fail to attribute any specific statement to any specific defendant. The memoranda, letters, and statements offered in support of the cause of action are not specifically directed at WIC, and the statements about the status of the project are unaccompanied by any express guarantees regarding results. Not only do the submissions fail to support this cause of action, but the merger clause, contained in section 17 (b) of the Contract, bars a promissory estoppel claim against EDC. Finally, promissory estoppel is a theory of relief more appropriately utilized in circumstances in which a complaining party does not have a contract on which to sue. In this matter, there is not only a contract of which all parties were aware, but it is the subject of plaintiff's breach of contract and tortious interference causes of action.

The elements of a cause of action for tortious interference of contract are: the existence of a valid contract between the plaintiff and a third party; the defendants' knowledge of that contract; the defendant's intentional procurement of the third party's breach of the contract without justification; and an actual breach of the contract and damages resulting from such breach (*Kronos, Inc. v AVX Corp.*, 81 NY2d 90, 94 [1993]; *Israel v Wood Dolson Co.*, 1 NY2d 116, 120 [1956]).

The only one of these elements in dispute is whether Doctoroff, Bloomberg and the City, or any of their employees induced EDC to terminate the Contract either by design or by taking steps to render WIC's fulfillment of its obligations under the Contract impossible. According to

plaintiff, defendants² interfered with the Contract by seeking to evict WIC and the other relocated tenants from their temporary space in the OSB, by encouraging EST to resist all reasonable relocation efforts, and by hindering the EST, Medicine Show, and Soundscape relocation and/or eviction efforts, in order to derail the financing arrangements, including the guaranteed minimum price contract bids, many of which had time-based restrictions.

In response to these accusations and in an effort to demonstrate entitlement to judgment in their favor, defendants assert that EDC was justified in terminating the Contract based on the fact that on November 15, 2002, WIC lacked firm commitments for both its project financing and relocation plans. They also assert that EDC's decision was appropriate in light of WIC's history of rent payment problems, and Perine and HPD's classification of it as an "incompetent" tenant. Defendants point to both of these factors as evidence that WIC's ability to fully fund the IRSC without defaulting on a Community Development Block Grant (CDBG) loan and needing financial (loan repayment) help from the City, is questionable at best.

WIC responds to the motion by offering a series of documents which raise questions as to whether these defendants did, in fact, harbor an intent to scuttle the IRSC project. Among these is an Office of the Deputy Mayor internal memorandum, dated March 13, 2002, from Laurel Blatchford (policy advisor/EDC liaison) and Roy Bahat (deputy) to Deputy Mayor Doctoroff which states, in relevant part:

As per our discussion last week about Women's Interart Center:

* * *

²WIC acknowledges that the tortious interference claim must be dismissed as against Alper (as president of EDC) and Perine (barred by collateral estoppel as against Perine).

While the current financing structure does entail some risk to the city should WIC default on the \$16M in CDBG loans, the financing package that WIC has assembled meets the city's criteria. Moreover, according to EDC, WIC has met every requirement that they have set along the way to ensure that the financing is sound.

At this point, it appears that the political cost of pulling the plug is quite high. In addition, we could effectively pull the plug and ensure that WIC's financing collapsed by stalling, a path of action that would incur even greater political costs.

The risks of moving forward are real, but can be mitigated. One risk is that WIC will not be able to meet the financing requirement; however, as mentioned above this is unlikely as they have been able to do so consistently and the Nederlander Group's recent involvement as an equity partner ensures the continued short-term stability of the project.

The other major risk to moving forward is that EST's dissatisfaction with the [relocation] options . . . it is likely that we can mitigate this risk by providing EST with alternative space.

* * *

If this negotiation falls through, mov[e] forward with eviction proceedings against EST.

In another joint memo to Doctoroff (dated March 22, 2002), Blatchford and Bahat

recommend that the WIC project move forward immediately, beginning with issuing an eviction notice, before April 1, to [EST] . . . EDC is comfortable that under the current financing structure, WIC will be financially viable and will not default on the CDBG-backed loan. Further delays will only jeopardize WIC's ability to complete the project successfully.

* * *

if the project is delayed further, WIC's guaranteed-minimum price contract bids may expire . . . Currently the building is nearly vacant and is going unused while the decision of whether or not to proceed is being made.

Also submitted is a memorandum from EDC's Collignon to Blatchford and (copied to) Bahat and two others, dated February 21, 2002, which outlines the status of the IRSC project and notes, among other things, the need for HPD to get the Building vacant and, if necessary, to evict the tenants in order to prevent unnecessary delays which could affect the funding arrangements.

Along with this is the sworn affidavit of WIC's Director for Special Projects, Veronica Geist (Geist), in which she reports on a conversation she had with Collignon in February 2002.

According to Geist, Collignon called, expressing her concern about the future of the IRSC project and asking whether there was anyone associated with WIC who had contact with anyone who knew Doctoroff because HPD was in Doctoroff's office causing difficulties with the project.

In addition to the March 13, 2002 memorandum, by late spring 2002, other letters and internal memoranda began to circulate, questioning whether the project financing was secure, and whether projected construction costs were accurate. Among these was a June 7, 2002 memorandum from Collignon and EDC's Executive Vice President, Robert Balder, to Doctoroff, expressing concern over the financial feasibility of the IRSC (Plaintiff's Exhibit AAAAA). Two months later, Valerie Rutstein, EDC's financial analyst for the IRSC project, drafted a memorandum (dated August 12, 2002) stating, in relevant part:

Eight weeks ago, the Deputy Mayor advised EDC to obtain a consultant's review of the financial feasibility of the project and to inform WIC that the project had to demonstrate the ability to achieve a debt service coverage of 1.2 or better or the project would be reconsidered.

* * *

The Project closing remains contingent on WIC's ability to meet factors specified in the Contract of Sale with EDC, the key factors being that a plan for tenant relocation satisfactory to EDC be in place, that the project is financially feasible, and that the final construction costs are established. The last two items are in place at this time, however, the tenant issues remain outstanding . . .

Closing will require HPD to evict tenants to vacate the building . . .

* * *

While the idea of terminating the project has been expressed internally, given that WIC has a signed Contract of Sale with EDC, the legal implication of such an action need to be further examined

(Plaintiff's Exhibit FFFFF).

Despite further submissions from WIC and continued discussions between WIC and EDC during the autumn of 2002, EDC issued the December 10, 2002 termination letter. The letter states, in relevant part, that after reviewing WIC's submissions of October 31, 2002 and November 14, 2002, EDC

had determined that WIC has not satisfied its obligations under the contract . . . that WIC had failed to demonstrate that as of November 15, 2002, it had sufficient financing commitments to finance the purchase . . . and the rehabilitation of the Property required by the Contract (Contract Sections 6[j] and 4[f]). WIC failed to provide commitments letters for \$1.2 million in financing represented in its \$20,889,624 budget submitted October 31, 2002. . . . WIC never provided specific relocation information for the full anticipated construction term with confirmed location(s), availability, rental price and funding in WIC's budget for these tenants . . . WIC's failure to make relocation space available to EST that is acceptable to EST. . . .

(Plaintiff's Exhibit B).

An examination of the parties' submissions reveals a stark contradiction between the views expressed by defendants and their employees in February and March of 2002 in which they confirm EDC's satisfaction with WIC's efforts to meet the Contract's stringent obligations, and the positions taken by defendants and their employees to the contrary only a few months later. The apparent change in position raises questions as to what occurred during the interim between EDC and the other defendants, and whether there is merit to WIC's claim that, once the City administration made an internal decision to derail the IRSC project, defendants City, Doctoroff and/or Bloomberg took steps to frustrate the Contract, including not evicting EST, a tenant which has been described by various parties as "recalcitrant."

The basis for plaintiff's breach of contract claim is that EDC did not act in good faith and deal fairly with WIC when it elected to terminate the Contract. Every contract has an implied covenant of good faith and fair dealing governing the actions of parties to a contract (*Van Valkenburgh, Nooger & Nelville, Inc. v Hayden Pub. Co.*, 30 NY2d 34, 45 [1972]). The purpose of the WIC/EDC Contract was to enable WIC to develop the IRSC on the site of the Property. According to WIC, by suddenly and belatedly changing its position as to whether WIC had secured adequate financing and had made reasonable efforts to relocate tenants, including EST, EDC knowingly jeopardized WIC's ability to meet its pre-closing obligations, the contractual prerequisite for WIC to develop the IRSC. This, WIC argues, demonstrates, or at least raises a question as to EDC's motivations and whether EDC's stated reasons for terminating the Contract were sincere or made with the specific intent of frustrating the Contract. Under the circumstances, EDC has not tendered sufficient evidence to eliminate any material issues of fact as to whether EDC breached the Contract by failing proceed with good faith towards the success of the Contract (*see Winegrad v New York Univ. Med. Center*, 64 NY2d 851, 853 [1985]).

Finally, the parties dispute now, as they have before, whether pre-trial discovery is complete. As noted by the First Department, the federal district court directed expedited discovery only as to issues pertaining to the federal claims and "the parties engaged in comprehensive discovery [only] with respect to plaintiff's claims predicated on federal law" (*Women's Interart Ctr., Inc. v New York City Economic Dev. Corp. (EDC)*, 65 AD3d at 427 - 428). By order dated February 5, 2009, this court directed the exchange of certain documents and the depositions of Joseph Restuccia, Harold Weinberg, Kathleen Hughes, Margot Lewitin, Geist, and Ann Marie Hendrickson which were to begin on April 1, 2009. The order also

directed that the depositions of Collignon, Bahat, Blatchford, and Christine Autorino be scheduled as soon as the City provides the last known addresses of these former employees.

These depositions were not conducted before defense counsel served the instant motion for summary judgment. According to WIC, it was deceived by defense counsel into delaying the exchange of documents and depositions when, on July 24, 2009, defense counsel (Susan Shapiro) cited family illness and a vacation schedule as the basis for her request for an extension of time (to September 11, 2009) to produce the discovery. WIC agreed and this court permitted the extension. However, instead of producing the discovery, on September 9, 2009, defendants served the instant motion for summary judgment, effectively suspending discovery. Respective counsel continued to argue over disclosure, and while certain documents have been exchanged, none of the above-referenced depositions have been conducted.

It was and is defendants' position that the outstanding depositions are unnecessary because they "produced the full deposition transcripts, including exhibits and errata sheets, of the depositions taken by plaintiff's counsel in the prior federal action because plaintiff's federal counsel explored these issues in the depositions." WIC contends that it still needs the previously ordered discovery and depositions (especially those of Blatchford, Bahat and Collignon) in order to prove that following an internal decision not to support the IRSC project, WIC's efforts to meet the Contract conditions were sabotaged by, among other things, the decision by defendants to "stall" the relocation and/or eviction of Building tenants so as to ensure that WIC's funding commitments would expire or otherwise fall through.

Accordingly, it is

ORDERED that defendants' motion for summary judgment is granted to the extent that the cause of action for promissory estoppel is dismissed; and it is further

ORDERED that the parties appear in Part 62 on July 15, 2010 at 9:30 A.M. for a further discovery conference which will include, but will not be limited to, the scheduling of the depositions of Laurel Blatchford, Ray Bahat and Kate Collignon; and it is further

ORDERED that defendants shall provide plaintiff with the last know addresses of Laurel Blatchford, Ray Bahat and Kate Collignon no later than one (1) week prior to the July 15, 2010 discovery conference; and it is further

ORDERED that defendants' failure to comply with this disclosure will result in the imposition of sanctions.

Dated: June 21, 2010

ENTER:

FILED
J.S.C.
JUN 24 2010
NEW YORK
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