

Sunquest Enter., Inc. v Zar

2014 NY Slip Op 30282(U)

January 28, 2014

Supreme Court, New York County

Docket Number: Supreme Court, New York County

Judge: Melvin L. Schweitzer

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: MELVIN L. SCHWEITZER
Justice

PART 45

SUNQUEST ENTERPRISE, INC.

INDEX NO. 650035/12

-v-

MOTION DATE

MONSIEUR ZAR, et al

MOTION SEQ. NO. 002

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

Notice of Motion/Order to Show Cause — Affidavits — Exhibits No(s).

Answering Affidavits — Exhibits No(s).

Replying Affidavits No(s).

Upon the foregoing papers, it is ordered that this motion is by plaintiff for partial summary judgment is DENIED per the attached Decision and Order.

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

Dated: January 28, 2014

Melvin L. Schweitzer, J.S.C.
MELVIN L. SCHWEITZER

- 1. CHECK ONE: CASE DISPOSED NON-FINAL DISPOSITION
2. CHECK AS APPROPRIATE: MOTION IS: GRANTED DENIED GRANTED IN PART OTHER
3. CHECK IF APPROPRIATE: SETTLE ORDER SUBMIT ORDER DO NOT POST FIDUCIARY APPOINTMENT REFERENCE

I. Background

Shazdeh is a wholesaler of women's dresses. Bond affidavit, ¶ 5. According to Sunquest, between May 2010 and May 2011, Shazdeh entered into agreements to purchase garments from Sunquest (Garments). Amended Verified Complaint, ¶ 11. Shazdeh allegedly requested delivery of certain Garments from overseas by air freight, which Sunquest delivered at an agreed upon shipping price. *Id.*, ¶ 14. According to Sun Ok Yoo (Yoo), Sunquest's principal, she and Shazdeh's Chairman of the Board, M. Zar (Amended Verified Complaint, ¶ 6; Verified Answer, ¶ 6), negotiated the air shipping charges. Rohlfiing affirmation, exhibit K, ¶¶ 1, 11. Yoo states that M. Zar personally confirmed that Shazdeh would pay the charges, \$2 per unit. *Id.*, ¶ 12; Rohlfiing affirmation, exhibit I at 000216, 000224.

The Garments were allegedly delivered by Sunquest and accepted by Shazdeh between March 10, 2011 and May 20, 2011. Amended Verified Complaint, ¶ 43, exhibit B. According to Yoo, when the Garments were delivered, a proof of delivery form (P.O.D.) was presented to the person receiving delivery on behalf of Shazdeh. Rohlfiing affirmation, exhibit K, ¶ 13. Sunquest alleges that the P.O.D.s, which are annexed to the motion, corresponded to the invoices at issue. *Id.*; Rohlfiing affirmation, exhibit J.

It is undisputed that Sunquest demanded payment from Shazdeh for the Garments and for the air freight charges. Amended Verified Complaint, ¶ 44; Verified Answer, ¶ 44. Between March 11, 2011 and April 5, 2011, Sunquest submitted 10 itemized invoices to Shazdeh for the Garments (Goods Invoices), totaling \$ 279,111.76. Amended Verified Complaint, ¶ 48, exhibit B; Verified Answer, ¶ 48. This allegedly included a \$1,250.00 reduction for a chargeback Shazdeh requested for invoice number SE-10094. Amended Verified Complaint, ¶ 48, exhibit E. Sunquest alleges that the chargeback was the only objection raised by Shazdeh. *Id.*, ¶ 48. It is

uncontested that the Goods Invoices contained the following clause: “The merchandise herein remains ours until fully paid for . . .” (Additional Language). Amended Verified Complaint, ¶ 55, exhibit B; Verified Answer, ¶ 55. Sunquest also submitted nine itemized invoices for air freight charges associated with the Garments (Air Invoices), totaling \$98,658.00. Amended Verified Complaint, ¶ 49, exhibit D; Verified Answer, ¶ 49. Shazdeh allegedly ignored Sunquest’s demands for payment. Amended Verified Complaint, ¶ 45. Sunquest seeks payment for the Garments and the freight charges in an amount totaling \$377,769.36. *Id.*, ¶¶ 46, 52. Sunquest has annexed to the Amended Verified Complaint the Goods Invoices, Air Invoices, and chargeback for invoice number SE-10094, which Sunquest claims evidence its damages. Amended Verified Complaint, exhibits A-E.

On July 27, 2011, Sunquest demanded return of the Garments, for which payment had not been received. Amended Verified Complaint, ¶ 57; Verified Answer, ¶ 57; Rohlfiing affirmation, exhibit I at 000202-03. It is undisputed that Shazdeh did not comply with the demand, but had resold the Garments to third parties beginning in March 2011, continuing through August 2012. Amended Verified Complaint, ¶¶ 58, 59; Verified Answer, ¶¶ 58, 59; Bond affidavit, exhibits 1, 2.

While Shazdeh does not contest that it entered into agreements to purchase the Garments from Sunquest, it denies that it owes Sunquest any money for the Garments or the air freight charges. Verified Answer, ¶ 51, 62. According to Bond, President and sales manager of Shazdeh, because Shazdeh sells seasonal garments, it is imperative that its customers receive the garments on time. Bond affidavit, ¶¶ 4, 8. Bond states that when goods are delivered late, Shazdeh is forced to sell them at deep discounts. *Id.*, ¶ 8. Shazdeh alleges that its agreements with Sunquest specified delivery dates, evidenced by the purchase orders annexed to Sunquest’s

motion (Purchase Orders). Verified Answer, ¶ 62; Rohlfing affirmation, exhibit F. Each Purchase Order identified a “complete” date, which Shazdeh claims was the delivery date for the order. M. Zar affidavit, ¶ 6; Rohlfing affirmation, exhibit F. Shazdeh’s counterclaims allege that it suffered damages, in the amount of \$316,134.88, as a result of Sunquest’s late delivery and delivery of defective Garments.² Verified Answer, ¶¶ 65, 66. Annexed to Bond’s affidavit are a schedule of Sunquest’s deliveries and sales, the invoices from Shazdeh’s resale of the Garments, and documents showing Shazdeh’s expenses allegedly incurred to correct Sunquest’s delivery and production errors. Bond affidavit, exhibits 1-3. Shazdeh claims that this evidence, together with the Purchase Orders submitted by Sunquest, supports Shazdeh’s damages claim for late delivery of the Garments. Bond affidavit, exhibit 2; Rohlfing affirmation, exhibit F.

According to B. Zar, Shazdeh’s Chief Executive Officer, during negotiations with Sunquest, the only terms discussed and agreed upon were “price, garment specifications, quantity, needed delivery and delivery terms.” B. Zar affidavit, ¶¶ 1, 4. Based on the negotiations, Shazdeh issued the Purchase Orders and Sunquest issued its invoices after the Garments were produced and shipped. *Id.*, ¶ 4.

Shazdeh allegedly informed Sunquest of the importance of timely delivery and of the quality problems with some of the Garments. In his affidavit, B. Zar states, “[a]t the beginning of our business dealing I told Ms. Yoo that Sunquest had to deliver the goods by the dates on our orders so we could make timely deliveries to our customers.” *Id.*, ¶ 5. Bond states, “Ms. Yoo was always aware we disputed Sunquest’s invoices as I repeatedly told her that Sunquest had

² Bond and M. Zar’s affidavits allege that Shazdeh suffered damages of \$338,169.18. Bond affidavit, ¶ 3; M. Zar affidavit, ¶¶ 3, 8. Because the court is not deciding damages, this discrepancy is not relevant on the instant motion. For the same reason, Sunquest’s allegations concerning discrepancies between Shazdeh’s submissions on this motion and Sunquest’s previous motion for summary judgment are not addressed in this decision. Sunquest’s Reply Brief at 3 n 2.

caused Shazdeh substantial damages as a result of its late deliveries.” Bond affidavit, ¶ 19.

M. Zar states that he became directly involved with Sunquest when Shazdeh finally received shipments, only to discover that “much of the garments were not of the quality ordered.” M. Zar affidavit, ¶ 7. M. Zar claims that Yoo knew of the problems, because he met with her several times to try to resolve these issues and she personally visited Shazdeh’s warehouse, where she inspected the Garments and allegedly “admitted to [M. Zar] that the goods were not of the quality Shazdeh ordered.” *Id.* M. Zar states that “[he] constantly complained to Ms. Yoo about the quality and late delivery and that Shazdeh was being damaged.” *Id.*, ¶ 9.

According to Shazdeh, in an attempt to expedite delivery, Sunquest made certain shipments by air instead of the much cheaper method of shipping by vessel. Bond affidavit, ¶¶ 15-16; B. Zar affidavit, ¶ 6. Bond claims that “Shazdeh never agreed to assume this cost.” Bond affidavit, ¶ 16. B. Zar also states that “[i]t is not Shazdeh’s fault that goods had to be delivered by air nor is Shazdeh responsible for any of the added shipment costs.” B. Zar affidavit, ¶ 6. Shazdeh maintains that the Garments were purchased “LDP” (i.e. land duty paid)” which, according to M. Zar, meant that “it was Sunquest’s obligation to deliver the finished garments to Shazdeh in the United States and to pay for the freight and duty charges.” M. Zar affidavit, ¶ 6. Sunquest’s invoices, including the Air Invoices, state the “Term of Delivery” as “LDP,” but do not define the term. Amended Verified Complaint, exhibits B, D.

Sunquest previously moved for summary judgment on the original complaint against the individual defendants. By order dated March 29, 2013, this court denied the motion, finding that Sunquest failed to demonstrate that the individual defendants (as opposed to Shazdeh) had received the Goods or Air Invoices or the Garments. Rohlffing affirmation, exhibit M. Sunquest

subsequently filed the Amended Verified Complaint, adding Shazdeh as a defendant, and now seeks summary judgment against Shazdeh.

II. Discussion

CPLR 3212 (b) provides that summary judgment shall be granted only if, “upon all the papers and proof submitted, the cause of action or defense shall be established sufficiently to warrant the court as a matter of law in directing judgment in favor of any party. . . . [T]he motion shall be denied if any party shall show facts sufficient to require a trial of any issue of fact.” To satisfy its heavy burden of proving entitlement to judgment as a matter of law, the movant must tender evidentiary proof in admissible form. *International Shared Services Inc. v McCoy*, 259 AD2d 668, 669 (2d Dept 1999). Summary judgment “should not be granted where there is any doubt as to the existence of [material and triable issues of fact], or where the issue is arguable.” *Glick & Dolleck v Tri-Pac Export Corp.*, 22 NY2d 439, 441 (1968) (internal quotation marks and citation omitted). All inferences should be resolved in favor of the non-moving party. *Assaf v Ropog Cab Corp.*, 153 AD2d 520, 521 (1st Dept 1989).

A. Goods Sold and Delivered (Fourth Cause of Action)

Sunquest argues that, having admitted receipt of the Garments and that demands were made for payment, Shazdeh’s failure to allege refusal of delivery entitles Sunquest to summary judgment and recovery of the price of the Garments and the air freight charges. With respect to the air freight charges, Sunquest argues that Shazdeh’s denials are contradicted by evidence and the Shazdeh denies responsibility for the charges without denying having agreed to them. Sunquest argues that M. Zar’s failure to deny that he agreed to pay the air freight charges serves as an admission. Sunquest also argues that Shazdeh’s general denials in response to Sunquest’s

schedules of damages are not in compliance with CPLR § 3016 (f) and, as such, are insufficient to defeat a motion for summary judgment.

Shazdeh counters that, having interposed a valid and meritorious counterclaim for damages resulting from Sunquest's late delivery and the delivery of non-conforming Garments, summary judgment must be denied. Shazdeh also denies that it ever agreed to assume any air freight charges. With respect to CPLR § 3016 (f), Shazdeh argues that it satisfied the specificity requirement through Bond, M. Zar, and B. Zar's affidavits and the attached exhibits.

To succeed on its motion for summary judgment for goods sold and delivered, Sunquest must establish “the purchase, sale and delivery of goods at an established price and nonpayment therefor.” *Sunbeam Corp. v Morris Distrib. Co.*, 55 AD2d 722, 723 (3d Dept 1976); *see also Sunkyong Am. v Beta Sound of Music Corp.*, 199 AD2d 100, 100-01 (1st Dept 1993). However, “a buyer may defeat or diminish a seller's substantive action for goods sold and delivered by interposing a valid counterclaim for breach of the underlying sales agreement.” *Created Gemstones v Union Carbide Corp.*, 47 NY2d 250, 255 (1979). Summary judgment will be denied where “factual issues exist with respect to whether [seller] breached the contract of sale.” *Id.*; *see LaBarba v Morrell & Co., Wine Emporium*, 272 AD2d 165, 165 (1st Dept 2000) (denying summary judgment “[w]here a buyer incur[ed] damages by virtue of the seller's breach of the parties' contract,” giving rise to an issue of fact with respect to damages); *see also Elmo Mfg. Corp. v American Innovations, Inc.*, 44 AD3d 703, 704 (2d Dept 2007) (denying summary judgment on plaintiff's goods sold and delivered cause of action where defendant's affidavits “raised triable issues of fact regarding the terms of the parties' agreement and the plaintiff's alleged breach thereof”).

Sunquest has established a prima facie case with respect to the Garments through the submission of the Purchase Orders, Goods Invoices, P.O.D.s, Yoo's affidavit, and the admissions contained in defendants' Verified Answer and B. Zar's 10/10/12 affidavit, which he submitted on the previous motion for summary judgment. Röhlfing affirmation, exhibit D. Shazdeh admits entering into contracts for the purchase of the Garments. Moreover, the resale of the Garments evidences acceptance of them. *Sunkyoung Am.*, 199 AD2d at 101, quoting Uniform Commercial Code § 2-606 (1) (c). However, Shazdeh's verified counterclaims allege that it was damaged by Sunquest's late delivery of the Garments and the delivery of non-conforming Garments. Verified Answer, ¶¶ 62-70. The affidavits of Bond, B. Zar, and M. Zar raise factual issues as to the parties' agreement concerning the delivery dates on the Purchase Orders, the extent of Sunquest's performance under that agreement, and the damages suffered by Shazdeh, if any.

Sunquest argues that Shazdeh's acceptance of the Garments, even if they were non-conforming, calls for the recovery of the contract price. However, in support of this argument, Sunquest relies upon cases that did not involve a counterclaim that raised factual issues concerning performance and damages. *See Maggio Importato, Inc. v Cimitron Inc.*, 189 AD2d 654, 654-55 (1st Dept 1993) (holding defendant's acceptance of non-conforming goods entitled plaintiff to recover contract price, where there was no "clear and unequivocal act of rejection" by the defendant and no indication that the defendant asserted a counterclaim or submitted evidence in support thereof); *Nathan Kronman & Co. v Isaac Silver & Bros.*, 198 NYS 510 (App Term, 1st Dept 1923) (reversing dismissal of complaint asserting cause of action for goods sold and delivered after finding affirmative defense was not proven at trial). Therefore, Sunquest provides no legal basis for its argument, as these cases are distinguishable on their facts.

Sunquest has not made a prima facie showing that Shazdeh agreed to pay \$2 per unit for some of the Garments to be shipped by air. Shazdeh has repeatedly denied having entered into such an arrangement and points to the Goods and Air Invoices, which identify the "Term of Delivery" as "LDP," as evidence that the parties' agreements provided for Sunquest to assume the cost of shipping.³ Amended Verified Complaint, exhibits B and D. To establish the parties' agreement concerning air shipment costs, Sunquest relies on Yoo's affidavit and Yoo's email to Shazdeh requesting payment for the air freight charges. Rohlfing affirmation, exhibits K, I. Significantly, Yoo's affidavit does not mention the \$2 dollar rate. Rohlfing affirmation, exhibit K. While Yoo's email states that M. Zar agreed to the \$2 rate, Sunquest submits no evidence showing that Shazdeh replied to the email or confirmed this arrangement. Rohlfing affirmation, exhibit I at 0000216. The only other documentary evidence Sunquest relies on is Shazdeh's schedule of damages, which contains the following notations: "air frt," "\$2 ea," and "\$78,606." Bond affidavit, exhibit 1. Shazdeh does not provide any explanation for these notations, and while Sunquest insists that they evidence the parties' shipping agreement, Shazdeh's total of \$78,606 differs from the \$98,658 that Sunquest seeks to recover, thereby raising a factual issue.

Sunquest's argument, that M. Zar's failure to explicitly deny agreeing to the air freight charges is grounds for granting plaintiff's summary judgment, is unpersuasive. While "[f]acts appearing in the movant's papers which the opposing party does not controvert, may be deemed to be admitted," Shazdeh has challenged Sunquest's explanation of the facts. *Kuehne & Nagel v Baiden*, 36 NY2d 539, 544 (1975). M. Zar's affidavit states that it was Sunquest's responsibility

³ The court notes that the Goods Invoices and the Air Invoices also state "shipped via vssl/truck," without any reference to shipment by air. Amended Verified Complaint, exhibits B, D. Although the parties make no mention of this language in their submissions to the court, this notation supports the conclusion that a factual issue exists regarding the terms of the parties' shipping agreement.

to pay all shipping charges; Shazdeh has repeatedly denied that it agreed to pay for air freight charges; and Sunquest's Goods and Air Invoices identify the term of delivery as "LDP," which Shazdeh claims required Sunquest to pay for freight. Significantly, Sunquest has not disputed this interpretation of "LDP."

CPLR 3016 (f) provides that, in a cause of action based on the sale and delivery of goods, a plaintiff may attach to its verified complaint a detailed schedule of those goods and services, listing each one individually along with the date of delivery and agreed price of each item. This obligates the defendant to dispute each item in its verified answer, and a general denial will be insufficient to raise any triable issues. *See Adam Lyon Indus. v Pershing Casuals*, 66 AD2d 715, 716 (1st Dept 1978) (finding verified answer containing general denials insufficient to place the disputed amount in issue where verified complaint contained a detailed schedule of goods). However, where "the defendant fails to respond with the same specificity, on a motion by the plaintiff for summary judgment, the defendant may supply the missing information in his opposition papers." *Slavenburg Corp. v Rudes*, 86 AD2d 517, 518 (1st Dept 1982).

Here, Sunquest has attached to its Amended Verified Complaint: (1) a schedule of charges, including the invoice numbers of the Goods Invoices, itemized style numbers, and number of units for each item on each invoice; (2) the Goods Invoices; (3) a schedule of shipping charges; and (4) the corresponding Air Invoices. Amended Verified Complaint, exhibits A-D. In its Verified Answer, Shazdeh provided general denials only. *See e.g.* Verified Answer, ¶ 17. However, Shazdeh has supplied additional evidence with its opposition papers, including the affidavits of Bond, B. Zar, and M. Zar, and the exhibits attached thereto. Exhibit 1 contains a schedule showing Shazdeh's alleged losses, listing: the Goods Invoices, the Purchase Orders, garment styles, quantities ordered for each style, original delivery dates for the Purchase

Orders, dates of the Goods Invoices, dates the Garments were delivered, number of days the Garments were delivered late, cost of repairing non-conforming Garments, cost of the Garments, price Shazdeh originally charged for the Garments, price Shazdeh was ultimately able to obtain for the Garments, and date of resale. M. Zar affidavit, ¶ 8, exhibit 1. Shazdeh supports the calculations in its schedule with invoices from the resale of the Garments and the Purchase Orders issued to Sunquest. M. Zar affidavit, ¶ 8, exhibit 2; Rohlfing affirmation, exhibit F. On the previous motion for summary judgment, this court found that similar submissions satisfied the requisite specificity of CPLR 2016 (f). Rohlfing affirmation, exhibits D and M, at 3. The court finds no reason for a different outcome on the instant motion. Accordingly, Sunquest's motion for summary judgment on its fourth cause of action for goods sold and delivered is denied.

B. Account Stated (Fifth Cause of Action)

Sunquest contends that the Goods and Air invoices, the P.O.D.s, and Sunquest's demand for payment without a written objection from Shazdeh, entitle Sunquest to summary judgment on its cause of action for an account stated. Shazdeh counters that Sunquest has failed to make a prima facie showing because, having been informed on numerous occasions that late delivery of, and quality problems with, the Garments would result in damages to Shazdeh, Sunquest cannot show that Shazdeh retained the Garments without objection.

“[W]here an account is rendered showing a balance, the party receiving it must, within a reasonable time, examine it and object, if he disputes its correctness. If he omits to do so, he will be deemed by his silence to have acquiesced, and will be bound by it as an account stated” *Peterson v Schroder Bank & Trust Co.*, 172 AD2d 165, 166 (1st Dept 1991). Generally, “self-serving, bald allegations of oral protests [are] insufficient to raise a triable issue of fact as to the

existence of an account stated.” *Darby & Darby v VSI Intl.*, 95 NY2d 308, 315 (2000).

However, “specific, as opposed to general, allegations of protest . . . [are] sufficient to rebut an inference of an implied agreement to pay the stated amount.” *1000 N. of N.Y. Co. v Great Neck Med. Assoc.*, 7 AD3d 592, 593 (2d Dept 2004); *see also Elmo Mfg. Corp.*, 44 AD3d at 704 (upholding denial of summary judgment on account stated where “the defendant came forward with sufficiently specific allegations regarding its prompt oral objections to the account rendered”). Here, Bond, M. Zar, and B. Zar’s affidavits state that in discussions with Yoo, they raised numerous objections to the quality of the Garments being delivered and the lateness of the deliveries. Shazdeh’s allegations contain specific facts about the parties’ agreements, problems with delivery and quality, Shazdeh’s lodging of oral complaints, and the parties’ attempts to resolve these problems. Accordingly, Sunquest’s motion for summary judgment on its fifth cause of action for an account stated is denied.

C. Conversion (Sixth Cause of Action)

Sunquest contends that it is entitled to summary judgment on its conversion cause of action, based on Shazdeh’s admissions, the P.O.D.s that correspond to the Goods Invoices, and the Additional Language found in the Goods Invoices. Shazdeh counters that the Additional Language should be treated as a proposal for an addition to the contract, constituting a material change to which Shazdeh never agreed.

To prevail on its cause of action for conversion, Sunquest must demonstrate its possessory right or interest in the Garments and Shazdeh’s dominion over the Garments, in derogation of Sunquest’s rights. *See Colavito v New York Organ Donor Network, Inc.*, 8 NY3d 43, 50 (2006). Sunquest relies on the Additional Language to establish its possessory right in the Garments. If a written confirmation of an agreement contains additional terms to those agreed to

by the parties, "[t]he additional terms are to be construed as proposals for addition to the contract," and will become part of the contract unless "the offer expressly limits acceptance to the terms of the offer," "they materially alter it," or "notification of objection to [the additional terms] has already been given." Uniform Commercial Code § 2-207 (2). The additional terms "constitute a material alteration of the parties' agreement [if their addition] would result in surprise or hardship if incorporated without the express awareness of the buyer." *Matter of J.J.'s Mae, Inc. v Warshow & Sons*, 277 AD2d 128, 129 (1st Dept 2000).

Here, the parties' oral agreement is evidenced by their affidavits, the Purchase Orders, and the Goods and Air Invoices, all of which suggest that the parties intended to enter into a contract for sale, where title passed to the buyer upon delivery of the goods, leaving the seller with a cause of action for the price. Uniform Commercial Code §§ 2-401 (2) and 2-709 (1). However, "[i]f the contract the parties entered was a sale or return, plaintiff could *not* maintain a cause of action for conversion since [it] had no ownership or possessory right in the [goods] justifying a demand for their return." *Rahanian v Ahdout*, 258 AD2d 156, 160 (1st Dept 1999); *see also Fesseha v TD Waterhouse Inv. Servs.*, 305 AD2d 268, 269 (1st Dept 2003) ("[a] cause of action for conversion cannot be predicated on a mere breach of contract"). It is also possible that, by including the Additional Language, Sunquest intended to create something akin to a consignment agreement, whereby Sunquest, as seller, retained title to the Garments and the right to demand their return (*Rahanian*, 258 AD2d at 160), in which case the Additional Language is at odds with every other expression of the parties' intent and changes the character of the entire contract. Thus, the Additional Language constitutes a material alteration to the parties' agreement, or, at a minimum, it raises a factual issue concerning the terms of the parties'

agreement, in either case warranting denial of Sunquest's motion for summary judgment on its sixth cause of action for conversion.

Accordingly, it is hereby

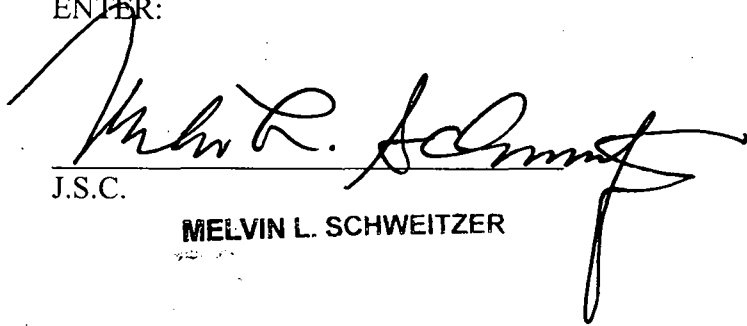
ORDERED that plaintiff's motion for partial summary judgment is denied; and it is further

ORDERED that the action shall continue; and it is further

ORDERED that counsel are directed to appear for a status conference at 60 Centre Street, in Room 218, on March 4, 2014, at 10:30 a.m.

Dated: January 28, 2014

ENTER:



A handwritten signature in black ink, appearing to read 'Melvin L. Schweitzer', is written over a horizontal line. The signature is stylized and cursive.

J.S.C.

MELVIN L. SCHWEITZER