SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 61

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In the Matter of the Application of BRET GREBE, EVA GREBE, LISA LORD, C. DUNCAN SUTHERLAND, THIERRY TROTTEREAU, YUVAL NATON, NETA NAVON, LISA BRAND and JACK GREEN,

Petitioners,

-against-

Index № 160011/13

GATEWAY II, LLC and STEVEN C. GAETANO,

Respondents,

for a judgment pursuant to CPLR 7510 confirming the award of the arbitrator in the arbitration between BRET GREBE, EVA GREBE, LISA LORD, C. DUNCAN SUTHERLAND, THIERRY TROTTEREAU, YUVAL NATON, NETA NAVON, LISA BRAND and JACK GREEN, as Claimants and GATEWAY II, LLC and STEVEN C. GAETANO as Respondents.

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HON. ANIL C. SINGH, J.:

Petitioners Bret Grebe, Eva Grebe, Lisa Lord, C. Duncan Sutherland, Thierry Trottereau, Yuval Naton, Neta Navon, Lisa Brand and Jack Green petition this court for a judgment, pursuant to CPLR 7510, confirming the arbitration award rendered in their favor and against respondents Gateway II, LLC (Gateway) and Steven C. Gaetano (Gaetano), jointly and severally, in the sum of $1,039,295.05, plus post-award interest. Petitioners also seek the costs and disbursements together with the attorney's fees incurred in this proceeding. Gateway and Gaetano cross-move for an order, pursuant to CPLR 7511, vacating the arbitration award on the grounds that the award as against Gaetano exceeded the scope of the Arbitrator's authority, and that the Arbitrator manifestly disregarded New York law in rendering his decision. Although in

certain other proceedings, Bret Grebe, Eva Grebe, Lisa Lord, C. Duncan Sutherland, Thierry Trottereau, Yuval Naton, Neta Navon, Lisa Brand and Jack Green were the "plaintiffs" or "claimants," and Gateway and Gaetano were the "defendants," for the purpose of this decision, they will be referred to only as Petitioners and Respondents, unless a distinction needs to be made.

Petitioners are the owners of five separate residential units at a condominium building located at 2098 Eighth Avenue, New York, New York, known as The Gateway Condominium (TGC). TGC is comprised of a series of five-story older, brownstone buildings onto which six additional stories were added (the Addition). At all relevant times, Gateway was the owner/sponsor of TGC, and Gaetano was a principal of Gateway and the architect for the rehabilitation of TGC, including the Addition. All of the Petitioners purchased their units in either 2004 or 2005, and they did so pursuant to terms of the Condominium Offering Plan for the Gateway Condominium, dated October 29, 2004 (the Offering Plan). At the time they purchased their units, the Addition, although contemplated under the Offering Plan, had not been built.

Evidently, it was not until construction for the Addition was underway that Respondents discovered that the older buildings were unable to carry the load of the six additional floors. After an engineering firm was brought in to consult on this issue, Gaetano designed a structural support system, also referred to as a steel skeleton, which was permanently affixed to the outside of the older buildings. It is undisputed that the steel skeleton is visible from the Petitioners' unit windows and that the sponsor did not obtain the written consent of the Petitioners prior to its installation. Petitioners complain that the steel skeleton adversely affects the value of their units because it deprives them of light, air, and the complete use and enjoyment of their units.

By the filing of their verified complaint, on or about April 13, 2010, Petitioners commenced an action for damages under New York County index No. 650265/10 (New York Action), against Gateway and Gaetano. On or about September 6, 2012, they served Respondents with a verified amended complaint. The verified amended complaint contained eight causes of action which superceded the 11 causes of action set forth in the original complaint. The eight causes of action sounded in: (1) breach of the offering plan by the sponsor; (2) breach of the purchase agreement by the sponsor; (3) unjust enrichment against the sponsor; (4) private nuisance against the sponsor; (5) negligence against Gaetano; (6) malpractice against Gaetano; (7) third-party beneficiary against the sponsor and Gaetano; and (8) deceptive business practices against the sponsor.

Not long after, by written "Agreement to Arbitrate All Disputes" (Arbitration Agreement) dated October 3, 2012, the parties agreed to discontinue the lawsuit in favor of arbitration. The Arbitration Agreement provides, in relevant part:

> "1. We agree to submit to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules all of the claims and defenses that were previously litigated in the above-captioned lawsuit.
> 2. We agree that the dispute shall be submitted to one arbitrator.
> 3. We agree to faithfully observe this Agreement and the AAA Rules and to abide by the award rendered by the arbitrator and further agree that a judgment may be entered on the award in the above-referenced action.
> 4. This Agreement may be executed by facsimile or electronic signatures which signatures shall be deemed originals for all purposes."

Each litigant signed the Arbitration Agreement, with Gaetano signing on behalf of Gateway and on his own behalf as a named respondent (petitioners's exhibit A).

On November 26, 2012, Petitioners filed a Demand for Arbitration with the AAA. Under

the section entitled "the nature of the dispute," Petitioners stated their position for seeking damages due to Respondents' construction of the steel skeleton outside their windows, without "provid[ing] any notice, either in the offering plan, declaration of condominium or purchase agreements, to the [Petitioners] that after their purchases permanent scaffolding would be constructed outside their windows." They further stated that the project architect, Gaetano, "failed to properly anticipate the necessary structural reinforement to accommodate the additional construction that was subsequently performed on the top of the Condominium, thereby resulting in its erection of the permanent steel skeleton." Petitioners listed the claims set forth in their verified amended complaint, and the three components of their damages claim. They also specified qualifications for the arbitrator to be assigned to their dispute as one who was "experienced in high-end residential construction and [] knowledgeable as to the fair market value of residential condominiums in New York City."

Gateway and Gaetano submitted a joint answering statement to the AAA, explaining that Gateway is the sponsor of TGC project and that Gaetano is both a principal of Gateway and the architect of record, through his company Steven C. Gaetano Architect P.C. (Gaetano PC). They also explained: that Petitioners purchased their units subject to the terms and conditions of the Offering Plan, which incorporated the Declaration of Condominium filed with the City of New York; that both documents alerted unit purchasers of Gateway's plan to construct additional floors atop the older, existing buildings; and the documents permit Gateway to alter TGC's common elements in order to complete construction of the Addition.

Chief among the arguments advanced by Respondents before the AAA was the lack of merit of Petitioners' breach of the Offering Plan and/or breach of the Purchase Agreements

causes of action against Gateway based on language contained in the written documents that gives Gateway the power and unfettered discretion to make the changes it deems appropriate, such as the installation of the steel skeleton. The Offering Plan provides, in relevant part:

> "The Sponsor reserves the easements, licenses, right and privileges of a right-of-way in, through, over, under and across the common elements of the Condominium for the purpose of completing construction of the Building and facilities in the Condominium . . . and towards this end, reserves the right to . . . alter, reconstruct, remove and relocate any common elements of the Condominium in order to complete construction of the Building; the right of access to bring onto the Condominium and the right to install any other materials or services necessary for the completion of the work"

(Offering Plan § 16 [B] [5] [a]). According to the Respondents, it was only when the older buildings proved incapable of supporting the load, that the erection of the external structure in a common area (the air shaft) became absolutely necessary.

Respondents denied and disputed Petitioners' assertions that the external skeleton deprives them of light, air, or the view from their windows, because the only view from the affected windows is that of the air shaft and a concrete wall six to nine feet away. They also disputed Petitioners' claim that their units suffered a diminution in value as a result of the external skeleton, arguing that it was the downturn in the real estate market, rather than the steel structure, that impacted resale value.

Next, Respondents argued that Petitioners have no claim against Gateway for unjust enrichment because, where as here, the allegations underlying the unjust enrichment claim arise out of the same facts which support a breach of contract claim, the unjust enrichment claim cannot survive. Stated another way, the existence of the properly executed Purchase Agreements and valid Offering Plan precluded Petitioners' cause of action sounding in quasi contract/unjust

enrichment claim as a matter of law (*see Clark-Fitzpatrick, Inc. v Long Is. R.R. Co.*, 70 NY2d 382, 388 [1987]; *Hamlet On Olde Oyster Bay Home Owners Assn., Inc. v Holiday Org., Inc.*, 12 Misc 3d 1182[A], 2006 NY Slip Op 51378[U] [Sup Ct, Nassau County 2006], *affd* 65 AD3d 1284 [2d Dept 2009], *appeal dismissed* 15 NY3d 742 [2010]).

Respondents opposed Petitioners' claim against Gateway for private nuisance on the ground that the external skeleton does not substantially interfere with their property rights. More specifically, they asserted that unit owners do not have a right to light and air, and that any unsightliness associated with the external skeleton, which only partially blocks their view of an air shaft's concrete wall, does not, as a matter of law, constitute a nuisance.

Next, Respondents insisted that the claim against Gaetano for negligence must fail on two grounds. First, Gaetano had no obligations to Petitioners, only to Gateway. Second, they cannot establish that Gaetano deviated from a standard of care owed, or that he failed to exercise due care in his plan or design or that he created an unreasonable risk of bodily harm to those who residing in the building. Respondents also disputed Petitioners' allegations of architectural malpractice against Gaetano based on a lack of privity between them, and because he acted reasonably, prudently and consistently with the standard of care applicable to architects in designing the steel structure to support the Addition when it became apparent that the existing buildings, due to the condition of their aging mortar, were unable to bear the additional weight.

Respondents also rejected Petitioners' assertions that they were third-party beneficiaries under the contract between Gateway and Gaetano PC, and/or that the erection of the steel skeleton was a breach of that contract. They noted that even if Petitioners were third-party beneficiaries under that contract, the consequential damages waiver contained in that agreement,

would, like the Offering Plan, bar their "diminution in value" claim. And finally, Respondents asserted that Petitioners do not have a valid claim against Gateway for deceptive business practices because the relevant statutes, New York's General Business Law sections 369 and 349, do not apply to condominium sales.

Respondents also submitted a counterclaim against Petitioners, individually, jointly and severally in an amount not less than $1,500,000.00, "for compensatory damages, consequential damages, punitive damages, interest, reasonable attorneys' fees, cost of the arbitration and such other and further relief as the arbitrator deems just and equitable" (*see* respondents' exhibit G). The bases of the counterclaim were Petitioners' purported breaches of certain written agreements and their interference with Gateway's financial relationship with lending institutions providing Gateway with construction loans.[1]

Both parties were represented by counsel throughout the arbitration proceedings, including 8-10 days of hearings, and both parties were provided opportunities to present witnesses, documentary evidence, argument and post-hearing submissions in support of their respective positions, as well as to amend their claims and calculations of damages in accordance with AAA rules. On October 25, 2013, Arbitrator John B. Wood issued an award in favor of Petitioners and against Respondents. The award, as previously agreed to, was issued in the form of a "Standard Award" (*see* reply aff, exhibit A). It states, in relevant part:

> "I, the undersigned arbitrator, having been designated in accordance with the Agreement to Arbitrate all Disputes, entered into by the CLAIMANTS and RESPONDENTS . . . and having duly received the proofs, documentation and

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[1] Respondents contend that a so-ordered stipulation dated June 3, 2008, and subsequent settlement, resolving a prior litigation relating to the construction of the Addition, contained a waiver of claims against Respondents relating to the construction and bars the instant arbitration.

allegations of CLAIMANT[S] and RESPONDENT[S] and both having been given the opportunities of hearings, submittals, stipulations and opportunities to amend claims and calculations of damages under the claim[s] and Counterclaim[s] . . . and upon hearing such and weighing same, hereby does AWARD, as follows:

"1. Respondents had the right under the [Offering Plan] for the Gateway Condominium . . . to construct additional "Condominium Units" and other spaces, amenities and common areas in and over the existing buildings as more specifically set forth in the Offering Plan, thus expanding the existing buildings. As part of the SPECIAL RISKS section of the Offering Plan, CLAIMANTS were on notice that such additional improvements, spaces and amenities/common areas might not actually be able to be constructed in whole or in part. The CLAIMANTS purchased their respective Condominium Units prior to the construction of the additional improvements, spaces and amenities/common areas for expansion of and addition to the existing buildings. Further, as part of the RIGHTS AND OBLIGATIONS OF SPONSOR section of the Offering Plan in the last paragraph of subsection 10, the RESPONDENTS were, prior to constructing such additional improvements, required to obtain written consent of all those directly affected prospective Unit Owners under effective Purchase Agreements and those Unit Owners for which title had closed if the additional improvements would affect the size of the building, location of the building or effect other improvements if, *inter alia*, such were to adversely affect the value of any such directly affected Condominium Unit. RESPONDENTS did expand the existing buildings and construct structural components of the addition to the existing buildings in certain common areas and at locations directly outside the CLAIMANTS' Condominium Units without obtaining CLAIMANTS' written consent as required under the Offering Plan. Upon the weight and consideration of the testimony, reports and evidence presented at the Hearing by witnesses, parties and experts, the additional building improvements did adversely affect the value of the directly affected Condominium Units owned by the Claimants and purchased and closed prior to the construction of the additional structural improvements to the buildings. The Arbitrator determines that the direct adverse impact and damage to the value of each of the CLAIMANTS' Condominium Units is as follows:
Unit 5E Thierry Trottereau $95,000.00
Unit 5D Lisa Brand and Jack Green $125,000.00
Unit 4D Yuval Navon and Neta Navon.....$175,000.00
Unit 3D Lisa Lord and C. Duncan Sutherland...$195,000.00
Unit 2D Bret Grebe and Eva Grebe.....$195,000.00

"RESPONDENTS shall pay to each CLAIMANT the corresponding amount of the awarded damages as scheduled above . . . and interest shall accrue on each sum until paid

> in full at the post-judgment statutory rate from the date of this award until the sum indicated is paid in full and CLAIMANTS shall be reimbursed by RESPONDENTS for any costs and reasonable attorney's fees incurred by CLAIMANTS to enforce collection of this AWARD.
>
> "2. The administrative fees and expenses of the [AAA] . . . shall be borne solely by RESPONDENTS, and the compensation and expense of the Arbitrator . . . shall be borne solely by RESPONDENTS.
>
> "3. CLAIMANTS and RESPONDENTS have both demanded reimbursement for costs for experts and attorneys' [sic] fees relating with this dispute from the beginning of time. . . . [A]nd CLAIMANTS shall be reimbursed by RESPONDENTS for any costs and reasonable attorney's fees incurred by CLAIMANTS to enforce collection of this AWARD.
> * * *
> "5 . RESPONDENTS' Counterclaim demands collectively are denied in their entirety.
>
> This AWARD is in full settlement of all claims, counter claims and matters submitted to this arbitration and all claims and counterclaims not expressly granted herein are hereby, denied."

CPLR 7510 states "[t]he court shall confirm an award upon application of a party made within one year after its delivery to him, unless the award is vacated or modified upon a ground specified in section 7511," and pursuant to this, by verified petition, dated October 30, 2013, Petitioners timely applied for judicial confirmation of the award. By notice of cross motion, dated November 22, 2013, Respondents timely served their opposition to confirmation and motion for vacatur of the award on the grounds that the Arbitrator exceeded the scope of the authority granted to him under the Arbitration Agreement, and that the Arbitrator demonstrated a manifest disregard for New York law by awarding consequential damages.

It is well settled that judicial review of an arbitration award is extremely limited and that New York's "courts are reluctant to disturb the decisions of arbitrators lest the value of this method of resolving controversies be undermined" (*Frankel v Sardis*, 76 AD3d 136, 139 [1st

Dept 2010] [internal quotation marks and citations omitted]). So strong is New York's public policy favoring arbitration as an efficient means of resolving parties' claims, that New York's courts have consistently confirmed arbitration awards despite well reasoned and well articulated opposition based upon errors of fact or law (*see Hackett v Milbank, Tweed, Hadley & McCloy*, 86 NY2d 146, 150, 155 [1995]). Under CPLR 7511, New York sets forth its exclusive grounds for vacating an arbitration award. The statute, at subsection (b) (1), states that an award:

> "shall be vacated on the application of a party who . . . participated in the arbitration . . . if the court finds that the rights of that party were prejudiced by: (i) corruption, fraud or misconduct in procuring the award; or (ii) partiality of an arbitrator . . . ; or (iii) an arbitrator . . . making the award exceeded his power . . . ; or (iv) failure to follow procedure of this article, unless the party applying to vacate the award continued with the arbitration with notice of the defect and without objection."

A failure to establish the existence of any one of these grounds mandates confirmation of the award (*see Matter of New York State Nurses Assn. [Nyack Hosp.]*, 258 AD2d 303, 303 [1st Dept], *appeal denied* 93 NY2d 810 [1999]).

Respondents contend that they meet this heavy burden, and to this end they reference paragraph one of the Arbitration Agreement, which limits the arbitrator to "the claims and defenses that were previously litigated" in the New York Action, and argue that the Arbitrator exceeded his authority by finding both Gateway and Gaetano liable for breaching the Offering Plan. In the award, the Arbitrator indicated that Gateway's failure to obtain Petitioners' prior written consent before installing the steel structure, constituted a breach of the Offering Plan, which provides, in relevant part:

> "No change will be made in the size, location of the Building or Units or other improvements or common elements if such changes . . . adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been

> executed and is in effect, unless all affected Unit owners and contract vendees consent in writing to such change. . . . [S]uch changes may be made provided all directly affected Unit Owners have consented in writing to such change."

(Offering Plan § 16 [A] [10]).

Respondents explain that, because the basis of the award was the supposed breach of the Offering Plan, which, under the verified amended complaint, was alleged only against the sponsor and not Gaetano, the determination did not pertain to one of the "previously litigated" claims. Therefore, the award as against Gaetano falls outside the scope of the Arbitration Agreement, and the Arbitrator exceeded the scope of his authority by issuing the award, joint and severally, against both Respondents.

Respondents also point out that they had objected to Petitioners' post-hearings request for the Arbitrator to consider a claim against Gaetano, personally, for breach of the Offering Plan. The basis of that contention -- Gaetano's position as a principal of Gateway -- triggered Petitioners' argument that, as a principal, Gaetano can and should be held personally liable in this matter.[2] Respondents argue now, as they did then, that because Petitioners never asserted its breach of the Offering Plan cause of action against Gaetano (personally) in the New York Action, the Arbitrator lacked the jurisdiction to decide that issue and has exceeded his authority by doing so.

The second ground asserted for vacatur is the Arbitrator's manifest disregard for New

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[2] In an October 2, 2013 email to the AAA case manager, approximately one week after the final hearing, Petitioners' counsel wrote, in relevant part, "at the close of last Thursday's closing arguments, [the arbitrator] afforded me the opportunity to submit this short letter-brief explaining why the individual principals of a sponsorship entity of a condominium project are personally liable by virtue of their certification of the initial offering plan . . ." (respondents' exhibit K).

York law by awarding consequential damages in contravention of section §16 (A) (21) of the Offering Plan. Respondents explain that damages based upon diminished market value of real property constitute consequential damages, and because the Arbitrator's award is based solely on his assessment as to how much each unit diminished in value, due to the permanent installation of the steel skeleton, the award cannot stand.

Where, as here, the parties voluntarily consented to resolve their dispute through arbitration, court review of the award is subject to less scrutiny than do awards made pursuant to compulsory arbitration (*see Mount St. Mary's Hosp. of Niagara Falls v Catherwood*, 26 NY2d 493, *rearg denied* 27 NY2d 737 [1970]). The question of whether Arbitrator Wood exceeded his authority under the Arbitration Agreement "focuses on whether the arbitrator[] had the power, based on the parties' submissions or the arbitration agreement, to reach a certain issue, not whether the arbitrator[] correctly decided that issue" (*Matter of Roffler v Spear, Leeds & Kellogg*, 13 AD3d 308, 310 [1st Dept 2004], quoting *DiRussa v Dean Witter Reynolds*, 121 F3d 818, 824 [2d Cir 1997], *cert denied* 522 US 1049 [1998]). Furthermore, as an arbitrator, Wood was "not bound to abide by the principles of substantive law or rules of procedure which govern the traditional litigation process . . . [nor was he required to] make findings, specify the formula used in calculating the award, or indicate the bases for the award" (*Salco Constr. Co. v Lasberg Constr. Assoc.*, 249 AD2d 309, 309 [2d Dept 1998]). His "interpretation of the issues and the scope of [his] authority is accorded substantial deference, and [this] court[] will not overturn that decision unless there is absolutely no justification for it" *(Frankel v Sardis*, 76 AD3d at 140; *see also United Transp. Union Local 1589 v Suburban Tr. Corp.*, 51 F3d 376, 379 [3d Cir 1995]).

Here, the parties agreed to a "Standard Award," rather than a reasoned award, authorizing

the Arbitrator to make a final, binding decision without receiving the benefit of his reasoning. By doing so, the parties consented to the likelihood that one party would be successful and the other party not, and that neither party would have an opportunity to evaluate how the Arbitrator interpreted the issues, or on what basis, or bases, he made his decision. Arbitrators do not need to explain or give reasons for their decisions (*see Matter of Solow Bldg. Co. v Morgan Guar. Trust Co. of N.Y.*, 6 AD3d 356, 356-357 [1st Dept], *lv denied* 3NY3d 605 [2004], *cert denied* 534 US 1148 [2005]).

To the extent that Arbitrator Wood included in his drafting of the award certain references to parts of the Offering Plan, and to the fact that the Petitioners' written consent was not obtained prior to the installation of the steel skeleton, does not necessarily mean that there were not other considerations and reasons for his decision. Arbitrator Wood's decision to include some explanatory language does not support Respondents' conclusion that he based the award solely on the claim against the sponsor for breach of the Offering Plan, to the exclusion of all other claims and defenses presented. Again, arbitrators are not required to give reasons for their decisions and awards (*id.*).

It is clear that, by executing the Arbitration Agreement, Gaetano agreed to participate in the arbitration proceedings both as a Gateway principal and as a named party, subject to personal liability. Despite Respondents' assertions to the contrary, it was not crucial that the first enumerated cause of action failed to name Gaetano. That fact alone does not require a different result, and it is clear from the tenor of the amended verified complaint, that Petitioners sought to hold Gaetano responsible in this matter. "To hold otherwise would unnecessarily elevate form over substance and preclude an otherwise meritorious arbitration award" (*Frankel v Sardis*, 76

AD3d at 141).

Respondents' contention that he manifestly disregarded New York law in rendering his decision is also unavailing. Courts have consistently noted that "the doctrine of manifest disregard . . . 'gives extreme deference to arbitrators'" (*Wein & Maklin LLP v Helmsely-Spear, Inc.*, 6 NY3d 471, 481, *cert denied* 548 US 940 [2006], quoting *DiRussa v Dean Witter Reynolds*, 121 F3d at 821) and that vacatur is rarely granted on that ground.

According to the instant petition and cross motion, and as noted above, the parties, who were represented by counsel, participated in the arbitration hearings, presented numerous arguments, and submitted proofs and documents in support of their respective positions. As the full measure of the Arbitrator's thought process, including what evidence and which arguments he found most relevant and/or credited over others, is not revealed in the body of the award, this court cannot reach the conclusion that the amount of damages awarded was based solely on "diminution of value" considerations, to the exclusion of other considerations advanced by counsel.

Moreover, "even where the arbitrator ma[de] a mistake of fact or law, or disregard[ed] the plain words of the parties' agreement, the award is not subject to vacatur unless the court concludes that it is totally irrational or violative of a strong public policy and thus in excess of the arbitrator's powers" (*Hackett v Milbank, Tweed, Hadley & McCloy*, 86 NY2d at 155 [internal quotation marks and citations omitted]). Respondents have not met their burden in this regard, and "as long as there is a barely colorable basis for the decision" the award must be enforced (*Matter of Roffler v Spear, Leeds & Kellogg*, 13 AD3d at 310).

Finally, that aspect of the petition that seeks recovery of attorneys' fees, costs and

disbursements in connection with this application, is granted only to the extent that the arbitrator provided in the award for reimbursement to Petitioners for attorneys' fees and costs. Accordingly, the court will refer this matter to a Special Referee to hear and determine what Petitioners may recover from Respondents for the reasonable attorneys' fee and costs they incurred in connection with this application.

Accordingly, it is

ORDERED that the petition is granted, and the award rendered in favor of petitioners and against respondents is confirmed; and it is further

ORDERED that the cross-motion to vacate the award is denied; and it is further

ORDERED that that portion of the petition that seeks the recovery of attorneys' fees and costs is severed, and the issue of the amount of reasonable attorneys' fees and costs petitioners may recover against the respondents is referred to a Special Referee to hear and report; and it is further

ORDERED that counsel for petitioners shall, within 30 days from the date of this Order, serve a copy of this order with notice of entry, together with a completed Information Sheet,[3] upon the Special Referee Clerk in the Motion Support Office (Room 119M), who is directed to place this matter on the calendar of the Special Referee's Part for the earliest convenient date.

This constitutes the decision of the Court, and Petitioners are directed to Submit Judgment in conformity with the above decision.

Dated: 3/7/14

ENTER:

J.S.C.
HON. ANIL C. SINGH
SUPREME COURT JUSTICE

[3]Copies are available in Rm. 119M at 60 Centre Street and on the Court's website.