

Baker v 40 E. 80 Apt. Corp.

2014 NY Slip Op 30774(U)

March 24, 2014

Supreme Court, New York County

Docket Number: 603683/03

Judge: Paul Wooten

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

PRESENT: HON. PAUL WOOTEN
Justice

PART 7

JANET GREENBERG BAKER and
NORMAN BAKER,
Plaintiffs,

INDEX NO. 603683/03

MOTION SEQ. NO. 029

-against-

40 EAST 80 APARTMENT CORPORATION,
PENMARK REALTY CORPORATION, SELVIN R.
SILVER, BARBARA NAFISSIAN, JAY B.
FISCHOFF, BENJAMIN S. KLAPER, MIRIUM H.
WEINGARTEN, STEPHEN A. MARSHALL and
BRAD BUTLER,
Defendants.

PENMARK REALTY CORPORATION,
Third-Party Plaintiff,

3RD PARTY INDEX NO. 590339/06

-against-

S. KRAUSS RESTORATION and YATES
RESTORATION GROUP LTD.,

Third-Party Defendants.

FILED

MAR 31 2014

NEW YORK
COUNTY CLERK'S OFFICE

YATES RESTORATION GROUP, LTD.,

Second Third-Party Plaintiff,

SECOND 3RD PARTY INDEX NO. 590664/07

-against-

ETNA CONSULTING, ETNA CONSULTING
STRUCTURAL ENGINEERING, ETNA
CONSULTING SERVICES, INC. and EDY ZINGHER,

Second Third-Party Defendants.

The following papers were read on this motion by plaintiffs for a preliminary injunction.

Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...

Answering Affidavits — Exhibits (Memo) _____

Replying Affidavits (Reply Memo)

PAPERS NUMBERED

Cross-Motion: Yes No

Motion sequence numbers 029 and 030 are consolidated for purposes of disposition.

Plaintiffs Janet Greenberg Baker and Norman Baker (plaintiffs or the Bakers), tenant-shareholders in a "luxury" residential cooperative building located at 40 East 80th Street, New York, New York, bring this action against the cooperative corporation and managing agent, alleging that severe water leaks in their apartment have caused a mold condition and rendered the apartment virtually uninhabitable.

In motion sequence number 029, plaintiffs move, by Order to Show Cause, pursuant to CPLR 6301, for a temporary restraining order and preliminary injunction enjoining defendant 40 East 80 Apartment Corporation (40 East 80) from commencing nonpayment summary proceedings in Housing Court. On June 17, 2013, the Court (Schoenfeld, J.) granted the temporary restraining order enjoining 40 East 80 from commencing eviction proceedings pending the hearing of the motion.

In motion sequence number 030, plaintiffs move for an order: (1) declaring that plaintiffs are entitled to a 100% abatement of maintenance until their apartment is rendered fully habitable; and (2) requiring 40 East 80 to pay plaintiffs the monthly sum of \$18,532.09, representing the difference between the rent for a comparable apartment and plaintiffs' monthly maintenance, to enable plaintiffs to rent alternative accommodations during 40 East 80's alleged continuing breach of the warranty of habitability.¹

BACKGROUND

Familiarity with the Court's prior decisions and orders in this case is presumed. The Bakers are tenant-shareholders of apartment 25B, a penthouse duplex. 40 East 80 is the

¹ Although the Bakers' notice of motion does not indicate that the motion was made pursuant to CPLR 6301, the Bakers' memorandum of law makes clear that the Bakers seek preliminary injunctive relief.

cooperative corporation that owns the building. Defendant Penmark Realty Corporation (Penmark) was the managing agent of the building until 2010.

According to the Bakers, starting in 2003, their penthouse apartment was subjected to chronic and severe water leaks, causing a mold condition and electrical hazards. The Bakers allege that their apartment was rendered nearly uninhabitable, forcing them to vacate the apartment for 1,230 days, and that 40 East 80 and Penmark willfully failed and refused to undertake necessary repairs and ignored the recommendations of several experts. The Bakers further allege that when they moved back into the apartment in May 2008, after repairs to the exterior of the building were made, the apartment still suffered and continues to suffer water leaks.

The Bakers allege in the third verified amended complaint, among other causes of action, (1) breach of the proprietary lease (the first cause of action), and (2) breach of the warranty of habitability (the eighth cause of action). The Bakers seek damages in excess of \$6,000,000.00 on these causes of action, including costs for inspections, repairs and remediation of the damage to the apartment, costs to reconstruct the interior of their apartment due to shoddy workmanship, damages for replacing their goods and furnishings, costs of lodging and living expenses, an abatement of maintenance payments pursuant to paragraph 4(b) of the proprietary lease, and attorney's fees and costs.

The Bakers now assert that, on June 13, 2013, they were served with a three-day demand requiring them to pay \$22,545.36 in unpaid maintenance fees for the months of March 2013, May 2013, and June 2013 or vacate the premises (Dorkey affirmation in support, exhibit A).² Furthermore, according to the Bakers, there were new water leaks in the kitchen of their apartment on June 9, 2013 (Baker aff, ¶¶ 3-6, exhibits 1-3). Mrs. Baker states that they have

² In a supplemental affidavit, Mrs. Baker provides a copy of a check for the March 2013 maintenance (Baker supplemental aff, exhibit 1).

been living without a functioning kitchen since they moved back into the apartment in May 2008 (*id.*, ¶ 7).³ On June 12, 2013, Mrs. Baker notified Edward Lyons of Douglas Elliman Property Management (Douglas Elliman), the current managing agent, of the most recent water intrusion in the kitchen (*id.*, ¶ 9). On June 21, 2013, Lyons and Douglas Elliman's engineer/technical advisor came to inspect the water leak in the kitchen (*id.*).

After the Bakers discovered mold growing on the ceiling of their master bathroom on July 18, 2013, the Bakers hired Hillmann Consulting, LLC (Hillmann), an environmental consulting firm, which inspected the apartment on July 19, 2013 and found elevated levels of penicillium and aspergillus mold in the master bedroom and master bathroom on the upper level of the apartment (Baker aff, ¶¶ 19, 21; Costa aff, exhibit A). 40 East 80 hired a mold remediation company, which installed air scrubbers and humidifiers in the upper level and sealed off the upper level with temporary, one-ply plastic, but did not take any steps to identify the source of the water intrusions (Baker aff, ¶¶ 23, 25). On August 29, 2013, 40 East 80 ordered the company to remove the air scrubbers and humidifiers (*id.*, ¶ 26). The Bakers subsequently requested that Hillmann perform another microbial inspection (*id.*, ¶ 27). On September 11, 2013, Hillmann found higher levels of penicillium and aspergillus in the master bedroom and master bathroom as compared to the July inspection, and also detected elevated levels of penicillium and aspergillus in the second bedroom on the upper level of the apartment, which is the Bakers' daughter's room (*id.*, ¶ 27; Mojta aff, exhibit A).

However, 40 East 80's president, Fredric Altschuler, states that Mrs. Baker did not advise 40 East 80 that there was mold anywhere in her apartment until July 18, 2013, over four months after the Bakers began defaulting on their monthly maintenance obligations (Altschuler aff, ¶ 4). In addition, Altschuler states that Mrs. Baker has continued to live in the apartment at

³ In contrast, 40 East 80's counsel in a Housing Court proceeding asserts that, at least since 2010, the reason that the Bakers have not had a functional kitchen is due to their refusal to allow 40 East 80 to enter the apartment and cure all violations and install a new sink, stove and cabinets (Tane affirmation, ¶¶ 3-5, exhibit B).

all relevant times, including since June 14, 2013 (*id.*, ¶ 2). Edward Lyons similarly avers that the Bakers' failures to pay maintenance were not preceded by any complaint to Douglas Elliman or 40 East 80 (Lyons aff, ¶ 2). Subsequently, the Bakers have failed to pay their monthly maintenance in July, August, September, October and November (Altschuler aff, ¶ 3, Lyons aff, ¶ 2).

Edward Christenson, a regional manager employed by Maxons Restorations (Maxons), a mold remediation contractor, states that, between July 25, 2013 and October 15, 2013, Maxons's subcontractor performed mold remediation within the apartment (Christenson aff, ¶¶ 2, 11). Maxons's subcontractor set up polyethylene plastic sheeting to seal off the entire second floor of the apartment, and used HEPA air scrubbers to filter and clean the air and dehumidifiers to remove moisture from the air (*id.*, ¶ 3). In the master bathroom, Maxons's subcontractor scraped the plaster ceiling, removed some areas of sheetrock and visible mold, and cleaned all surfaces (*id.*, ¶¶ 4, 6, 10).

40 East 80 also offers an affidavit from Gerald Tiss, a certified mold consultant employed by JLC Environmental Consultants (JLC), who states that JLC performed a mold investigation on July 19, 2013 at Douglas Elliman's request (Tiss aff, ¶ 2). JLC's investigator took samples of fungal accumulation (*id.*). According to Tiss, the test results from the investigation performed on that date indicated that there were elevated levels of mold in the master bathroom and master bedroom (*id.*, ¶ 3, exhibit B). JLC performed a follow-up mold investigation on August 5, 2013, which indicated that there were still elevated levels of mold in the master bathroom (*id.*, ¶¶ 5, 6, exhibit C). However, there were no elevated mold levels in the master bedroom (*id.*, ¶ 6). On August 23, 2013, JLC performed a third investigation (*id.*, ¶ 8). The test results from that investigation indicated that there were no elevated levels anywhere in the apartment, including the master bathroom (*id.*, ¶ 9, exhibit D). JLC performed a fourth investigation in the apartment on October 23, 2013 (*id.*, ¶ 12). Tiss states that the

[* 6]
results showed that there were no elevated levels of mold anywhere in the apartment (*id.*, ¶ 13, exhibit E).

DISCUSSION

A preliminary injunction is a drastic remedy which should not be granted unless the movant establishes a “clear right” to equitable relief (*see City of New York v 330 Cont. LLC*, 60 AD3d 226, 234 [1st Dept 2009]; *Blueberries Gourmet v Aris Realty Corp.*, 255 AD2d 348, 350 [2d Dept 1998]). The purpose of a preliminary injunction is “not to determine the ultimate rights of the parties, but to maintain the status quo until there can be a full hearing on the merits” (*Lehey v Goldburt*, 90 AD3d 410, 411 [1st Dept 2011] [internal quotation marks and citation omitted]).

To establish entitlement to a preliminary injunction, the movant must establish: (1) a likelihood of success on the merits; (2) irreparable harm absent injunctive relief; and (3) that a balancing of the equities favors the movant’s position (*see CPLR 6301; Nobu Next Door, LLC v Fine Arts Hous., Inc.*, 4 NY3d 839, 840 [2005]; *Gliklad v Cherney*, 97 AD3d 401, 402 [1st Dept 2012]). If any of these elements is not met, the motion must be denied (*see Faberge Intl. v Di Pino*, 109 AD2d 235, 240 [1st Dept 1985]). “Proof establishing these elements must be by affidavit and other competent proof, with evidentiary detail” (*Scotto v Mei*, 219 AD2d 181, 182 [1st Dept 1996] [internal quotation marks and citation omitted]). The decision to grant or deny a preliminary injunction rests within the sound discretion of the trial court (*Gilliland v Acquafredda Enters., LLC*, 92 AD3d 19, 24 [1st Dept 2011]).

A. The Bakers’ Motion for a Preliminary Injunction Enjoining 40 East 80 from Commencing Nonpayment Proceedings in Housing Court (Motion Sequence Number 029)

The Bakers seek a preliminary injunction enjoining 40 East 80 from commencing eviction proceedings in Housing Court. The Bakers argue that they are likely to succeed on their breach of the proprietary lease and breach of warranty of habitability claims in light of the

undisputed evidence that their apartment suffered substantial and repeated water leaks. As argued by the Bakers, the Court will find at trial that they will not be required to pay maintenance due to 40 East 80's repeated failures to remedy the water infiltration problems, relying upon paragraph 4 of their proprietary lease, which states that:

"(b) In case the damage resulting from fire or other cause shall be so extensive as to render the apartment partly or wholly untenable, or if the means of access thereto shall be destroyed, the rent hereunder shall proportionately abate until the apartment shall again be rendered wholly tenantable or the means of access restored; but if said damage shall be caused by the act or negligence of the Lessee or the agents, employees, guests or members of the family of the Lessee or any occupant of the apartment, such rental shall abate only to the extent of the rental value insurance, if any, collected by Lessor with respect to the apartment. This shall not effect the Lessor's obligation to pay rent under the groundlease" (Dorkey affirmation, exhibit C [emphasis supplied]).

In addition, the Bakers contend that they will suffer irreparable harm if they are evicted from their home and have to go to trial in this action while defending an eviction proceeding. Furthermore, the Bakers maintain that the balance of the equities is in their favor, since 40 East 80 is only interested in causing them harm. As for any prejudice to 40 East 80, the Bakers point out that they deposited \$177,000 in an escrow account (for prior maintenance payments), which may be used to satisfy current arrears and future payments. The Bakers also request that the Court use its equitable power to enjoin vexatious litigation.

In opposition to the Bakers' motion, 40 East 80 contends that: (1) that the Bakers are unlikely to succeed in Housing Court, given that they have a continuing obligation under paragraphs 1 and 12 of their proprietary lease with respect to maintenance payments, without any deduction on account of any set-off or claim they may have against 40 East 80; (2) the Bakers will not suffer irreparable harm because the act sought to be restrained is not the eviction or displacement of plaintiffs; rather, it is solely the commencement of a Housing Court proceeding; and (3) the balance of the equities favors 40 East 80 because an injunction would create the highly untenable situation where the Bakers live in their apartment maintenance free and in violation of their obligations under the proprietary lease, and the \$177,000 in escrow

constitutes past maintenance payments to which 40 East 80 has an absolute right.

In the context of a preliminary injunction, “irreparable injury means a continuing harm resulting in substantial prejudice caused by the acts sought to be restrained if permitted to continue *pendente lite*” (*Chrysler Corp. v Fedders Corp.*, 63 AD2d 567, 569 [1st Dept 1978]). “[T]he danger of impending judicial proceedings is not an injury justifying an injunction” (*Genovese Drug Stores, Inc. v William Floyd Plaza, LLC*, 63 AD3d 1102, 1104 [2d Dept 2009], quoting *Spellman Food Servs. v Partrick*, 90 AD2d 791 [2d Dept 1982], citing *Wolfe v Burke*, 56 NY 115 [1874]). In *Spellman Food Servs.*, *supra*, the Court held that “it has been consistently held that a preliminary injunction restraining an eviction may not be granted in favor of a tenant on facts which may be effectively interposed as a defense in summary eviction proceedings” (*Spellman Food Servs.*, 90 AD2d at 791; *see also Boyle v Pogs Constr. Corp.*, 74 Misc 2d 307, 308 [Sup Ct, Suffolk County 1973]; *Alpern v K & K Leasing Corp.*, 28 Misc 2d 635, 636 [Sup Ct, NY County 1961]).

Here, the Bakers have failed to establish an irreparable injury absent injunctive relief. The Bakers may assert a defense of the breach of the warranty of habitability in the summary proceeding (*see Park W. Mgt. Corp. v Mitchell*, 47 NY2d 316, 329 [1979], *cert denied* 444 US 992 [1979] [an award for the breach of the warranty of habitability may be made in an independent action or as a “percentage reduction of the contracted-for rent as a setoff in summary nonpayment proceeding in which the tenant counterclaims or pleads as a defense breach by the landlord of his duty to maintain the premises in habitable condition”]; *see generally* 3 NY Landlord & Tenant Incl. Summary Proc. § 43:21 [4th ed]). As the parties acknowledge, the warranty of habitability is applicable to cooperative apartments (*see Granirer v Bakery, Inc.*, 54 AD3d 269, 271 [1st Dept 2008]; *Frisch v Bellmarc Mgt.*, 190 AD2d 383, 384-385 [1st Dept 1993]). The Court is not unsympathetic to the Bakers’ concerns that they may have to simultaneously defend a nonpayment proceeding while proceeding to trial in this case.

Nevertheless, the Bakers may obtain complete relief in a summary proceeding. “The fact that there may be ‘parallel proceedings’ . . . that *may* yield inconsistent results does not represent a threat of irreparable injury” (*National Fuel Gas Supply Corp. v 138 Acres of Land in the Vill. of Springville, County of Erie, State of New York*, 186 F Supp 2d 339, 343 [WD NY 2001]). “Mere litigation expense, even substantial and unrecoupable cost, does not constitute irreparable injury” (*Founders Ins. Co. Ltd. v Everest Natl. Ins. Co.*, 41 AD3d 350, 351 [1st Dept 2007] [internal quotation marks and citation omitted]). Moreover, given the absence of “continuous and vexatious litigation” (*Banushi v Law Off. of Scott W. Epstein*, 110 AD3d 558 [1st Dept 2013]; *Matter of Robert v O’Méara*, 28 AD3d 567, 568 [2d Dept 2006], *lv denied* 7 NY3d 716 [2006]), the Court finds no basis to restrain 40 East 80 from commencing a summary proceeding in Housing Court.

Accordingly, the Bakers’ motion for a preliminary injunction enjoining 40 East 80 from commencing summary nonpayment proceedings in Housing Court is denied.

B. The Bakers’ Motion for a Preliminary Injunction for a 100% Abatement of Maintenance and Alternative Living Expenses (Motion Sequence Number 030)

The Bakers also seek a preliminary injunction: (1) declaring that they are entitled to a 100% abatement of maintenance until their apartment is rendered habitable; and (2) requiring 40 East 80 to pay them the monthly sum of \$18,532.09 in order to rent alternative accommodations. The Bakers argue that they are likely to succeed on the merits on their breach of the proprietary lease and warranty of habitability claims, because, over ten years after this action was filed, their apartment is still plagued with water leaks and harmful mold, which has created a hazardous health condition which rendered the apartment uninhabitable.

In response, 40 East 80 argues that the Bakers are unlikely to succeed on their claims because their apartment is fully habitable, and Mrs. Baker never vacated the apartment, nor was she ever advised to vacate the apartment. In addition, 40 East 80 contends that the Bakers’ motion for a 100% abatement of maintenance and for alternative living expenses are

claims for money damages not available by way of preliminary injunction.

“[A] mandatory preliminary injunction (one mandating specific conduct), by which the movant would receive some form of the ultimate relief sought as a final judgment, is granted only in unusual situations, where the granting of the relief is essential to maintain the *status quo* pending trial of the action” (*Second on Second Café, Inc. v Hing Sing Trading, Inc.*, 66 AD3d 255, 264 [1st Dept 2009] [internal quotation marks and citations omitted]; see also *St. Paul Fire & Mar. Ins. Co. v York Claims Serv.*, 308 AD2d 347, 349 [1st Dept 2003] [“A mandatory injunction should not be granted, absent extraordinary circumstances, where the status quo would be disturbed and the plaintiff would receive the ultimate relief sought, *pendente lite*”] [internal quotation marks and citation omitted]).

Here, the first cause of action in the third verified amended complaint, asserted against 40 East 80, alleges a breach of paragraph 4(b) of the proprietary lease and seeks an abatement of maintenance (third verified amended complaint, ¶ 101). In addition, the eighth cause of action, also asserted against 40 East 80, alleges a breach of the warranty of habitability and requests an abatement of maintenance (*id.*, ¶ 143). It is clear that the relief requested by the Bakers on their motion for a preliminary injunction seeks the ultimate relief requested in the complaint, and seeks to alter, rather than maintain, the status quo. Thus, the Bakers’ request for a 100% abatement of maintenance and alternative living expenses goes “far beyond the ordinary purpose of preliminary injunctive relief, which is to maintain the status quo and to prevent any conduct which might impair the ability of the court to render final judgment” (*St. Paul Fire & Mar. Ins. Co.*, 308 AD2d at 349).

Moreover, the Bakers have failed to show extraordinary circumstances requiring the issuance of a mandatory injunction (*compare 542 Holding Corp. v Prince Fashions, Inc.*, 57 AD3d 414, 415-416 [1st Dept 2008] [cooperative was not entitled to mandatory injunction requiring tenant to remove its nonstructural alterations, where there were no extraordinary

circumstances, and the lease allowed the tenant to make nonstructural repairs necessary for the use of the premises], *SHS Baisley, LLC v Res Land, Inc.*, 18 AD3d 727, 728 [2d Dept 2005] [mandatory preliminary injunction requiring landlord to execute building permit was erroneously granted, since the evidence did not establish extraordinary circumstances to justify the relief granted], *with Egan v New York Care Plus Ins. Co.*, 266 AD2d 600, 601-602 [3d Dept 1999] [insured's demonstration that he would be unable to personally pay for intravenous antibiotic therapy for his Lyme disease, and that he would suffer dire physical consequences, including the potential for irreversible neurologic injury, warranted granting of a preliminary injunction]).

It cannot be said on this motion that the Bakers' apartment is clearly uninhabitable. The Bakers submit evidence that: (1) on July 18, 2013, Hillmann detected high levels of penicillium and aspergillus mold in the master bedroom and master bathroom on the upper level of their apartment, and (2) on September 11, 2013, Hillmann detected higher levels of penicillium and aspergillus mold than were detected in July, and high levels of penicillium and aspergillus in the second bedroom, their daughter's room (Baker aff, ¶¶ 21, 27; Costa aff, exhibit A; Mojta aff, exhibit A). However, 40 East 80 submits evidence indicating that, as of October 23, 2013, the master bathroom and all other rooms on the upper level of the duplex have been cleaned and remediated by expert contractors retained by the managing agent (Tiss aff, ¶¶ 12-14, exhibit E; Altschuler aff, ¶ 4; Lyons aff, ¶¶ 13-14). In addition, 40 East 80 asserts that Mrs. Baker has been living in the apartment at all relevant times to the motion, including all times since June 14, 2013 (Altschuler aff, ¶ 2). 40 East 80 also disputes its responsibility for the fact that the Bakers do not have a functional kitchen (Tane affirmation, ¶¶ 3-5, exhibit B). While the Bakers argue in reply that the source of the water infiltration has still not been identified, it appears that 40 East 80 has been working to identify the cause of the leaks. The Bakers also do not submit any evidence of their financial need for alternative living expenses.

The cases of *Goldstone v Gracie Terrace Apt. Corp.* (73 AD3d 506 [1st Dept 2010]) and

Granirer (54 AD3d 269, *supra*), relied upon by the Bakers, are not to the contrary. In *Goldstone*, the plaintiffs moved for partial *summary judgment* on her cause of action seeking a declaration that she was entitled to a 100% abatement of maintenance until her apartment was restored to a habitable condition (*Goldstone*, 73 AD3d at 507). The First Department held that “the evidence is clear that the apartment in its present condition cannot be safely inhabited, and thus, plaintiff Goldstone is entitled to 100% abatement of her maintenance, as authorized by the proprietary lease” (*id.*). In *Granirer*, the Court held that “the evidence that the apartment cannot be safely inhabited in its present condition supports a 100% abatement of plaintiffs’ maintenance, as authorized by their proprietary lease” (*Granirer*, 54 AD3d at 270). In *12-14 E. 64th Owners Corp. v Hixon* (38 Misc 3d 135[A], *1 [App Term, 1st Dept 2013]), the Appellate Term, relying on *Goldstone* and *Granirer*, affirmed the trial court’s decision after a lengthy trial awarding the tenant a complete maintenance abatement from the time of a flood in January 2004 through April 2004, “[i]n view of th[e] fully supported factual finding” that the landlord had notice of the damage and full access to the apartment during this time frame, where the structural damage to the apartment was not in dispute. In this case, however, the Bakers moved for a mandatory injunction, rather than summary judgment. And, unlike *Goldstone* and *Granirer*, there is a dispute as to whether the apartment can be safely inhabited.

Therefore, the Bakers’ motion for a preliminary injunction declaring that they are entitled to a 100% abatement of maintenance and requiring 40 East 80 to pay alternative living expenses is also denied.

CONCLUSION

Accordingly, it is hereby

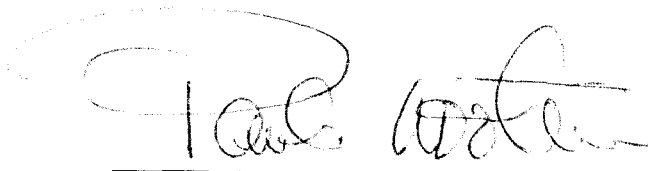
ORDERED that the motion (sequence number 029) of plaintiffs Janet Greenberg Baker and Norman Baker for a preliminary injunction enjoining defendant 40 East 80 Apartment Corporation from commencing summary nonpayment proceedings is denied and the temporary

restraining order is vacated; and it is further

ORDERED that the motion (sequence number 030) of plaintiffs Janet Greenberg Baker and Norman Baker for a preliminary injunction declaring that they are entitled to a 100% abatement of maintenance and requiring defendant 40 East 80 Apartment Corporation to pay alternative living expenses is denied.

This constitutes the Decision and Order of the Court.

Dated: 3-24-14



PAUL WOOTEN J.S.C.

Check one: FINAL DISPOSITION NON-FINAL DISPOSITION

Check if appropriate: DO NOT POST REFERENCE

FILED
MAR 31 2014
NEW YORK
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