

CEO Clubs Intl., Inc. v Cook

2014 NY Slip Op 31307(U)

May 13, 2014

Supreme Court, New York County

Docket Number: 650448/13

Judge: Shlomo S. Hagler

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: I.A.S. PART 17

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CEO CLUBS INTERNATIONAL, INC.,

Plaintiff,

Index No. 650448/13

Mot. Seq. No. 002 & 003

-against-

WILLIAM J. COOK, CAPITAL ONE BANK,
GEORGE AIRDAY as City Marshall, and
RICHARD ACKERMAN,

DECISION & ORDER

Defendants.

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HON. SHLOMO S. HAGLER, J.S.C.:

Plaintiff CEO Clubs International, Inc. (“CEO CI”) brings this action alleging that its checking account located at Capital One Bank (“Capital One”) was improperly executed upon to satisfy a money judgment entered against a corporate entity known as CEO Clubs Inc. Plaintiff sued Capital One, George Airday (“Airday”), the New York City marshal who levied on the checking account, William J. Cook (“Cook”), the judgment creditor, and Richard Ackerman (“Ackerman”), the principal of the collection agency Cook used to enforce the judgment. Capital One has asserted a cross-claim against its co-defendants for unjust enrichment.

In motion sequence number 002, defendant Airday moves, pursuant to CPLR 3211 (a) (1) and (7), to dismiss the complaint and Capital One’s cross-claim based on documentary evidence and failure to state a claim. Airday also seeks an award of costs and expenses, including reasonable attorneys’ fees, against plaintiff, pursuant to 22 NYCRR § 130-1.1. In motion sequence number 003, self-represented defendant Cook moves to dismiss the complaint, and Capital One’s cross-claim, on the ground of lack of personal jurisdiction, improper service of

process, lack of standing, failure to state a cause of action, and various other defenses. Motion sequence numbers 002 and 003 are hereby consolidated for disposition.

FACTUAL BACKGROUND

On or about November 30, 2011, a judgment was entered in the State of Georgia in favor of Cook against Joseph Mancuso and CEO Clubs, Inc. in the amount of \$261,343. On January 30, 2012, Cook registered the judgment in New York County under Index No. 101011/12. On or about February 13, 2012, Cook hired defendant Ackerman and his firm, non-party Credit Resolution, to collect the judgment (Exhibit "A" to Cook's Motion). Credit Resolution then retained Airday to enforce the judgment. Airday's engagement included enforcement of three execution orders (Affidavit of George Airday sworn to on June 26, 2013 ["Airday Aff."], ¶¶ 4, 5). Airday avers that one of these orders was an income execution against Joseph R. Mancuso, and the other two were executions for the seizure of property from Joseph Mancuso and CEO Clubs, Inc. (*id.*, ¶ 5). Airday further avers that "[t]he executions were facially valid and correctly identified the judgment-creditor, judgment-debtors, and all other pertinent and necessary information" (*id.*, ¶ 6; Exhibit "1" thereof).

Airday alleges that, on or about April 25, 2012, he served the executions with levy and demand on Capital One (Airday Aff., ¶ 7; Exhibit "2"). Capital One concedes that it received the execution on or about April 30, 2012, and placed a hold on an account owned by CEOCI (Capital One Answer, ¶¶ 6, 7, 9). Airday explains that Capital One acted in response to the execution as follows:

"Capital One identified an account connected to the judgment-debtor. Relying on those records from Capital One, the account was seized and Capital One tendered

a check dated May 10, 2012 payable to the order of Marshal George Airday in the amount of \$67,875.56.”

(Airday Aff., ¶ 8). This check was payable to the order of:

“Marshal George Airday
P22684 Joe Mancuso & CEO Clubs Inc”

(*id.*, ¶ 8; Exhibit “3” thereof). After Airday deducted his poundage fees and costs, he sent the remaining balance of \$64,009.12 to Credit Resolution by check dated May 17, 2012 (Airday Aff., Exhibit “4” thereof). According to Cook, “Ackerman took his company’s fees, then complied with the collection contract” and he “received the funds from the account” (Cook Answer at p. 9).

Meanwhile, CEOCI had objected to the levy on the account by a letter dated May 1, 2012, from its counsel, Wayne Greenwald, Esq., sent to Capital One and demanded that the bank release the account (Complaint, ¶¶ 59-62). Capital One admits receiving this letter as well as an email from Joseph Mancuso (Capital One Answer, ¶ 13). The complaint alleges that Capital One told CEOCI to contact Airday, and Airday’s office told plaintiff to contact Capital One (Complaint, ¶¶ 62-64).

On May 7, 2012, CEOCI commenced a special proceeding, by order to show cause, in this court entitled *Matter of CEO Clubs International, Inc. v William J. Cook, Capital One Bank, George Airday, as City Marshal, Joseph R. Mancuso and CEO Clubs Inc.*, Index No. 651547/12 (“*Matter of CEOCI*”), seeking a judgment, pursuant to CPLR 5239 and 5340, preventing the enforcement of the judgment against CEOCI’s property. Plaintiff alleges that, “[o]n filing the Petition, CEOCI advised Cook, Airday and Capital One that it was filing the Petition and seeking a temporary restraining order enjoining compliance with the Execution and enforcing the

Judgment against CEOCI's property" (Complaint, ¶ 78). The special proceeding was assigned to the Hon. Ellen Coin, J.S.C. on May 9, 2012. On May 16, 2012, Justice Coin signed the order to show cause, and issued a temporary restraining order ("TRO") enjoining enforcement of the judgment and the execution against property of CEOCI. Justice Coin also ordered that her order to show cause, with supporting papers, be served, by personal service, no later than May 23, 2012 and she scheduled oral argument for June 27, 2012. According to the affidavit of service on file in that proceeding, the order to show cause was delivered to Airday's office on May 17, 2012.

Cook was the only respondent who filed papers in opposition to the petition. On June 27, 2012, after hearing oral argument, Judge Coin granted the petition. In a short form order and judgment dated June 28, 2012, Judge Coin vacated the execution to Capital One as against CEOCI and directed Capital One to release CEOCI's account (Airday Aff., Exhibit "5"). This order with notice of entry was served on Airday by regular mail, on July 2, 2012 (*id.*).

Plaintiff commenced this action on February 8, 2013, alleging the following six causes of action: (1) negligence and gross negligence against Capital One; (2) negligence and gross negligence against Airday; (3) conversion against all defendants; (4) money had and received against all defendants; (5) unjust enrichment against all defendants; and (6) conspiracy as against defendants Cook and Ackerman. A claim for punitive damages is asserted against all defendants. The complaint is verified by Karla Mancuso, who avers that she is the president of CEOCI.

Capital One served an answer to the complaint on or about March 20, 2013 and has asserted a counterclaim against Cook, Airday and Ackerman for unjust enrichment. Cook served his answer to the complaint on March 11, 2013.

DISCUSSION

Airday's Motion to Dismiss the Complaint

Airday contends that each of the claims against him should be dismissed based on documentary evidence and failure to state a cause of action. Airday asserts that where a city marshal acts pursuant to a facially-valid, court-ordered execution, he is not liable for any damages arising from his actions. Airday further argues that city marshals, as quasi-public officials, are entitled to immunity from liability and damages when performing their official duties, which duties include the seizure of property pursuant to a valid property execution. Plaintiff, on the other hand, argues that a city marshal is liable in damages when he performs his job negligently or improperly.

In the City of New York, property executions on Supreme Court judgments may be directed to a city marshal as an alternative to the sheriff (*see* NY City Civ Ct Act § 1609 [b]). “[W]hen a sheriff [or marshal] relies on a facially valid court order, he is ‘afforded complete protection from liability . . . for any proper act done in its execution’” (*Tornheim v Eason*, 363 F Supp 2d 674, 676-677 [SD NY 2005], *aff'd* 175 Fed Appx 427 [2d Cir 2006], quoting *Iovinella v Sheriff of Schenectady County*, 67 AD2d 1037, 1038 [3d Dept 1979]).

Improper acts, however, are not protected.

“The law imposes on a city marshal the burden of ascertaining that the person against whom the marshal enforces an execution is the true party, and if the marshal is in doubt as to the identity of the person, the marshal has the right to secure indemnification from the party seeking to have such person act before proceeding to make a levy. In other words, a marshal acts at his or her own peril in enforcing an execution, and an innocent mistake as to the parties will not exculpate him or her nor will an erroneous direction by the judgment creditor or his or her attorney”

(85 NY Jur 2d, Police, Sheriffs, etc. § 174, citing *Schneider v Sachs Quality Stores*, 23 Misc 2d 4 [Sup Ct, Bronx County 1960]). “The sheriff, in all cases of an attachment or execution, is bound at his peril to take only the goods of the defendant; and, therefore, if he takes the goods of a third person, though the plaintiff assures him that they are the defendant's, he is liable” (*Rogers v Weir*, 34 NY 463, 466-467 [1866] [internal citations omitted]). For this reason, the law requires that all city marshals be bonded (*see* NY City Civ Ct Act § 1604).

While a public official cannot be liable in damages for determinations that are discretionary or quasi-judicial in nature, such as the placement of children in foster care, this rule does not apply where the act is ministerial or non-discretionary in nature (*Sinhogar v Parry*, 74 AD2d 204, 216 [1st Dept 1980], *mod on other grounds* 53 NY2d 424 [1981]). Carrying out the commands of a property execution is a ministerial task (*Matter of Liggett v Pichler*, 142 AD2d 206, 211 [1st Dept 1988], *lv denied* 74 NY2d 606 [1989]).

In this case, Airday has not submitted a copy of the executions directed to Capital Bank, the only executions attached to Airday's moving affidavit are executions addressed to TD Bank (Airday Aff., Exhibit “1”). However, the court takes judicial notice of the fact that the executions directed to Capital One were filed as exhibits to CEOCI's petition in *Matter of CEOCI (Perez v New York City Hous. Auth.*, 47 AD3d 505 [1st Dept 2008]). The executions directed to the two banks are identical in identifying the judgment debtors as “CEO Clubs Inc.” and “Joseph R. Mancuso” (*Matter of CEOCI*, Index No. 651547/12, ECF Doc. “4”).

CEOCI alleges that its bank account was seized pursuant to these executions due to the negligence of Capital One and/or Airday (Complaint, ¶¶ 96-113). Airday counters that, at the time he disbursed the check to Credit Resolution (i.e., May 17th), he was mandated by law to

proceed with the enforcement of the judgment and that to have acted otherwise without an appropriate court order would have been in violation of his duties as a city marshal. There is no question that CEOCI did not effect service of Judge Coin's TRO until sometime on May 17, 2012, seven days after the funds had been released by Capital One. However, CEOCI's complaint alleges that Airday's office was on notice that an entity not named in the executions was claiming ownership of the checking account being seized and objecting to the levy, as early as May 7th (Complaint, ¶¶ 59-64, 78), three days before Capital One tendered the check to Airday on May 10th and well before Airday tendered the funds to Credit Resolution on May 17th. Indeed, the TRO was delivered to Airday's office the same day the funds were released to Credit Resolution, and the record before the court gives no indication of which act preceded the other. Thus, there is a factual issue as to whether Airday was on notice, prior to his release of the funds to the judgment creditor's collection agent, that a third party, who was not the judgment debtor, was claiming ownership of the account being seized, was objecting to the levy, and had brought a legal proceeding challenging the levy. Whether Airday acted negligently in enforcing the judgment against CEOCI's property cannot be resolved as a matter of law. Accordingly, Airday's motion to dismiss the complaint is denied. The request for an award of costs and expenses, pursuant to 22 NYCRR § 130-1.1, against CEOCI and/or its counsel is denied.

Cook's Motion to Dismiss the Complaint

Defendant Cook raises several grounds for dismissal of the complaint, including lack of personal jurisdiction, improper service of process, lack of standing, failure to state a claim for relief, failure to join necessary parties and dismissal based on documentary evidence. In support of his motion to dismiss, Cook submits an 18-page "Memorandum of Law and Brief" (the "Cook

Brief”) which contains many factual averments.¹ Since it is sworn and subscribed by Cook in the presence of a notary, the court has the discretion to treat this document as a supporting affidavit (see *Collins v AA Truck Renting Corp.*, 209 AD2d 363 [1st Dept 1994]).

Cook challenges service of process, and raised this defense in the answer he served on March 11, 2013 (Cook Answer, at pp. 10-13). Cook did not, however, make this motion to dismiss until June 3, 2013, more than 60 days thereafter. Accordingly, the defense is waived unless the court extends the time upon the ground of “undue hardship” (CPLR 3211 [e]), which is the defendant’s burden to establish (*Wiebusch v Bethany Mem. Reform Church*, 9 AD3d 315 [1st Dept 2004]). No such showing has been made here.

On the question of personal jurisdiction, defendant Cook asserts that he is a resident of Georgia, conducts no business in the State of New York, and thus contends that the court lacks personal jurisdiction over him (Cook Brief, at p. 1). CEOCI argues that the court has long-arm jurisdiction over Cook pursuant to CPLR 302 (a) (1) and (2).

Pursuant to CPLR 302 (a) (1), long-arm jurisdiction over an out-of-state resident exists where the defendant transacted business within the state, and the cause of action arose from that transaction. Under the statute, “proof of one transaction in New York is sufficient to invoke jurisdiction . . . so long as the defendant's activities here were purposeful and there is a substantial relationship between the transaction and the claim asserted” (*Kreutter v McFadden Oil Corp.*, 71 NY2d 460, 467 [1988]; see also *New Media Holding Co. LLC v Kagalovsky*, 97 AD3d 463, 464 [1st Dept 2012]). “Purposeful activities are those with which a defendant,

¹ Although Cook also submits a two-page affidavit sworn to on June 3, 2013, this affidavit is limited to his communications with counsel in this action.

through volitional acts, avails itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws” (*Fischbarg v Doucet*, 9 NY3d 375, 380 [2007] [internal quotation marks and citations omitted]). Even if the defendant's contacts with New York fall within the long-arm statute, the exercise of jurisdiction must also comply with due process (*Copp v Ramirez*, 62 AD3d 23, 30 [1st Dept 2009]). Due process is satisfied if: (1) the defendant had “minimum contacts” with New York so he could reasonably foresee defending a suit here; and (2) the prospect of defending a suit in New York State comports with “traditional notions of fair play and substantial justice” (*LaMarca v Pak-Mor Mfg. Co.*, 95 NY2d 210, 216 [2000], quoting *International Shoe Co. v Washington*, 326 US 310, 316 [1945]). “In determining the second prong of the test, ‘[a] court must consider the burden on the defendant, the interests of the forum State, and the plaintiff's interest in obtaining relief,’ as well as ‘the interstate judicial system's interest in obtaining the most efficient resolution of controversies’” (*Copp*, 62 AD3d at 31 [internal citations omitted]).

At least two courts have held that an out-of-state resident who hires a New York attorney to enforce a judgment in New York engages in purposeful activity in this state which supports the exercise of personal jurisdiction pursuant to CPLR 302 (a) (1). In *Elman v Belson* (32 AD2d 422 [2d Dept 1969]), an Illinois resident, who never entered New York personally, was found to have engaged in purposeful activity in New York by retaining a New York attorney to bring a New York action to collect on Illinois judgments. Likewise, in *Overmyer v Eliot Realty* (83 Misc 2d 694, 700 [Sup Ct, Westchester County 1975]), the court ruled that the “defendant engaged in purposeful activity in this State by seeking enforcement of the Texas judgment and the court holds such activity to be transaction of business here” in accordance with CPLR 302 (a) (1).

It is apparent that Cook engaged in the transaction of business in New York by knowingly retaining a New York collection agency to seek enforcement of the judgment (Cook Brief, at p. 2), and that the lawsuit arises out of that business. There is also the sufficient minimum contacts to satisfy due process. Before hiring Credit Resolution on or about February 13, 2012, Cook personally undertook to domesticate the judgment in New York by drafting, signing, serving and filing the affidavit required by CPLR 5402 (a). In addition, Cook submits the written agreement he signed with Credit Resolution, and the agreement reflects that Cook personally served post-judgment interrogatories on the judgment debtors in New York and that he had at least one telephone conversation with Ackerman in New York regarding the latter's compensation (Cook Brief, Exhibit "A"). Even though Cook may experience some inconvenience and expense by being forced to defend this action in New York, this State has a strong interest in ensuring that proceedings to enforce money judgments against property located within its boundaries are handled correctly and to afford redress to garnishees whose property is improperly seized. As such, New York is the most convenient location for resolving this dispute.

Therefore, Cook's motion to dismiss the complaint, pursuant to CPLR 3211 (a) (8), based on lack of personal jurisdiction is denied. However, in view of his self-represented status and residence in the State of Georgia, this Court will allow Cook to participate in all pre-trial conferences by telephone.

Cook argues that Karla Mancuso is not the president of CEOCI and lacks standing to bring suit on behalf of CEOCI pursuant to CPLR 3211 (a) (1) and (3). As proof, Cook submits the deposition testimony of Karla Mancuso taken on December 23, 2008 in an unrelated federal action in which she testified that she did not know whether she was an officer or director of

“CEO Club International, Inc.” (Cook Brief Exhibit “H” at p. 49). Dismissal of the complaint for lack of standing is denied for two reasons. First, dismissal based on “documentary evidence” under CPLR 3211 (a) (1) does not include affidavits and deposition transcripts (*see Realty Invs. of USA v Bhaidaswala*, 254 AD2d 603, 604-605 [3d Dept 1998]; *Williamson, Picket, Gross, Inc. v Hirschfeld*, 92 AD2d 289, 290 [1st Dept 1983]). Second, even assuming that Mrs. Mancuso was not an officer of CEOCI at the time of the filing of this complaint on February 8, 2013, which has not been conclusively established by the documentary evidence Cook submits, the defense of ultra vires may only be raised by a shareholder of the corporation or the Attorney General (Business Corporation Law § 203).

Cook maintains that members of the Mancuso family “swap” corporate titles and move money to avoid corporate debts and legal actions against the many non-profit companies they operate from their home (Cook Answer at pp. 11-13). However, this assertion merely goes to the merits of Cook’s defense that CEOCI is the alter ego of the judgment debtors, John Mancuso and CEO Clubs Inc., and that the execution on CEOCI’s Capital One account was justified.

Cook next argues that the complaint must be dismissed, pursuant to CPLR 3211 (a) (10), based on the failure to name John Mancuso and CEO Clubs Inc. as necessary parties. Since no party is seeking adverse relief against either of the judgment debtors, and the only issue is whether CEOCI is entitled to money damages for the wrongful taking of its property, neither John R. Mancuso nor CEO Clubs Inc. are necessary parties who should be joined in this action (CPLR 1001 [a]).

Finally, Cook moves to dismiss the individual causes of action as well as the claim for punitive damages for failure to state a cause of action. These claims are conversion, money had and received, unjust enrichment and conspiracy.

On a motion to dismiss a claim pursuant to CPLR 3211 (a) (7) for failure to state a cause of action, the court is not called upon to determine the truth of the allegations (*see Campaign for Fiscal Equity v State of New York*, 86 NY2d 307, 317 [1995]; *219 Broadway Corp. v Alexander's, Inc.*, 46 NY2d 506, 509 [1979]). Rather, the court is required to “afford the pleadings a liberal construction, take the allegations of the complaint as true and provide plaintiff the benefit of every possible inference. Whether a plaintiff can ultimately establish its allegations is not part of the calculus in determining a motion to dismiss” (*EBC I, Inc. v Goldman, Sachs & Co.*, 5 NY3d 11, 19 [2005] [internal citation omitted]).

In order to plead the tort of conversion, the complaint must allege two elements: “(1) plaintiff's possessory right or interest in the property and (2) defendant's dominion over the property or interference with it, in derogation of plaintiff's rights” (*Dobroski v Bank of Am., N.A.*, 65 AD3d 882, 885 [1st Dept 2009], quoting *Colavito v New York Organ Donor Network, Inc.*, 8 NY3d 43, 50 [2006]). The complaint adequately pleads both of these elements.

“The essential elements of a cause of action for money had and received are (1) the defendant received money belonging to the plaintiff, (2) the defendant benefitted from receipt of the money, and (3) under principles of equity and good conscience, the defendant should not be permitted to keep the money” (*Goel v Ramachandran*, 111 AD3d 783, 790 [2d Dept 2013]). The elements of an unjust enrichment claim are similar, requiring proof that: “(1) the defendant was enriched, (2) at the plaintiff's expense, and (3) that it is against equity and good conscience to

permit the defendant to retain what is sought to be recovered” (*Stephan B. Gleich & Assoc. v Gritsipis*, 87 AD3d 216, 223 [2d Dept 2011]). The complaint adequately pleads that Cook received money that rightfully belongs to CEOCI.

The sixth cause of action alleges that “Cook and Ackerman combined and conspired to take the action described in the complaint” (Complaint, ¶ 138). This alleged conspiracy by Cook and Ackerman was intended to “accomplish [sic] the unlawful taking of CEOCI’s property” (*id.*, ¶ 139), and their “conduct was a wilful, wanton and malicious violation of CEOCI’s rights” (*id.*, ¶ 143). This claim is dismissed, because “New York does not recognize an independent tort cause of action for civil conspiracy” (*see Kickertz v New York Univ.*, 110 AD3d 268, 279 [1st Dept 2013], citing *Montan v Saint Vincent's Catholic Med. Ctr.*, 81 AD3d 431 [1st Dept 2011], *lv dismissed* 17 NY3d 872 [2011]).

Plaintiff also requests an award of punitive damages (Complaint, ¶¶ 145-147). “Punitive damages are available only in those limited circumstances where it is necessary to deter defendant and others like it from engaging in conduct that may be characterized as ‘gross’ and ‘morally reprehensible,’ and of ‘such wanton dishonesty as to imply a criminal indifference to civil obligations’” (*New York Univ. v Continental Ins. Co.*, 87 NY2d 308, 315-316 [1995], quoting *Rocanova v Equitable Life Assur. Socy. of U.S.*, 83 NY2d 603, 613 [1994]). The allegations of the complaint do not allege any such conduct on the part of the defendants that would warrant an award of punitive damages.

In his amended notice of motion, Cook raises other defenses such as that he was justified in taking the money from CEOCI, that CEOCI is owned or co-owned by the judgment debtor Joseph Mancuso so that CEOCI and its owners do not have “clean hands,” that CEOCI was

negligent in not getting a court order to stop the execution in a timely manner, that Capital One was negligent by incorrectly identifying a bank account belonging to Joseph Mancuso, that Cook relied on the representations of the bank, and that this action was filed for the purpose of harassing and committing a further fraud upon Cook. These defenses all raise questions of fact that cannot be resolved on the present motion to dismiss.

Capital One's Cross-Claim

Capital One's cross-claim alleges:

“If any Court finds CAPITAL ONE liable for damages as a result of Plaintiff's allegations that the funds which are the subject of this action should not have been levied from the Account, the co-defendant who is in possession of the funds levied upon from Plaintiff's Account will be unjustly enriched and CAPITAL ONE has a right to recover as against him as a result thereof.”

(Capital One Answer, at 6). At oral argument of the motion, counsel for Capital One clarified that the cross-claim as against Airday was limited to the poundage fees and costs Airday admittedly deducted from the check received from Capital One (Transcript of Hearing on October 17, 2013, at pp. 19-20).

The cross-claim states a valid claim for unjust enrichment against Cook, who ultimately received the balance of the funds from CEOCI's bank account. A viable claim is also asserted against Airday. A marshal's right to the collection of poundage fees is governed by CPLR 8012 (b) and the statute is strictly construed as in derogation of the common law (*Campbell v Cothran*, 56 NY 279, 281 [1874]). CPLR 8012 (b) authorizes an award of poundage fees “for collecting money by virtue of an execution.” Where a marshal fails to exercise due care and negligently levies on money that does not belong to the judgment debtors named in the

execution, it cannot be said that he collected money by virtue of that document and the right to retain poundage fees would not apply.

CONCLUSION

For the foregoing reasons, it is hereby

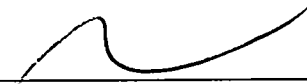
ORDERED that the motion (sequence number 002) of defendant George Airday, pursuant to CPLR 3211 (a) (1) and (7), to dismiss the complaint and Capital One Bank's cross-claim is denied; and it is further

ORDERED that the motion (sequence number 003) of defendant William J. Cook, pursuant to CPLR 3211 and 313, to dismiss the complaint and Capital One Bank's cross-claim is granted to the extent of dismissing the sixth cause of action and the request for punitive damages, and the motion is denied in all other respects; and it is further

ORDERED that defendant William J. Cook shall be permitted to participate in all pre-trial conferences by telephone.

The foregoing constitutes the decision and order of this Court. Courtesy copies of this decision and order have been provided to counsel for the parties.

Dated: May 13, 2014
New York, New York



Hon. Shlomo S. Hagler, J.S.C.