Gideon v 257 Central Park West, Inc.
2015 NY Slip Op 30142(U)
January 16, 2015
Supreme Court, New York County
Docket Number: 107814/10
Judge: Lucy Billings

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: BILLINGS Justice

PART 46

ABRAHAM, BIDEON

-v-

257 CENTRAL PARK WEST, INC., ET AL.

INDEX NO. 107814/10

MOTION DATE

MOTION SEQ. NO. 04

The following papers, numbered 1 to 3, were read on this motion to/for supplement plaintiff's opposition to summary judgment

Notice of Motion/Order to Show Cause — Affidavits — Exhibits No(s). 1

Answering Affidavits — Exhibits No(s). 2

Replying Affidavits No(s). 3

Upon the foregoing papers, it is ordered that ~~this motion is~~ :

The court grants plaintiff's motion to supplement his opposition to defendants' motion for summary judgment pursuant to the accompanying decision.

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

FILED

JAN 22 2015

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Dated: 1/16/15

LUCY BILLINGS, J.S.C.

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 46

----------x

GIDEON ABRAHAM,

Plaintiff

- against -

257 CENTRAL PARK WEST, INC., BOARD OF DIRECTORS OF 257 CENTRAL PARK WEST, INC., and RUDD REALTY MANAGEMENT CORP.,

Defendants

----------x

Index No. 107814/2010

DECISION AND ORDER

LUCY BILLINGS, J.S.C.:

I. BACKGROUND

This action by plaintiff shareholder in a residential cooperative building against defendant cooperative corporation and its board of directors and managing agent for the building includes seven claims for relief. Plaintiff seeks (1) an accounting from the cooperative corporation, 257 Central Park West, Inc., of all debits and credits he owes and is owed; (2) an injunction against termination of his parking space in the building's garage; and (3) an injunction against termination of his proprietary lease and against his eviction as long as he timely pays the charges due. He further claims (4) an assault by defendants' building superintendent, who is not a defendant, and discriminatory harassment by defendants and (5) defamation by defendants falsely charging plaintiff with wrongdoing. (6) He seeks a further injunction compelling defendants to terminate the building superintendent and managing agent, who have been the

source of plaintiff's disputes with defendants and participants in the assault, harassment, and defamation. (7) Finally, he interposes a separate claim for punitive as well as compensatory damages.

In support of the assaultive and defamatory conduct, plaintiff testified at his deposition that the superintendent orally harassed him as well as other shareholders of the cooperative building on several occasions, denied entrance into the building to plaintiff and movers of a mattress for his apartment, and assaulted plaintiff by closing the entrance door on him. Aff. of Brett L. Carrick Ex. L, at 21-24. His complaint specifically alleges that, in response to his letter to the building residents detailing the superintendent's abusive behavior against plaintiff, defendants disseminated a letter to the shareholders falsely stating that a videotape showed it was plaintiff who orally abused and physically assaulted the superintendent. Carrick Aff. Ex. A ¶¶ 14-15. Plaintiff also claims defendants falsely accused him of illegally subletting his apartment, billed plaintiff for charges he did not owe, and terminated his parking space without grounds, all undertaken as a pretext to terminate his proprietary lease.

Defendants move for summary judgment. C.P.L.R. § 3212(b). They maintain that res judicata bars plaintiff's claims, relying on a judgment against plaintiff in their holdover proceeding to recover the parking space; that an injunction against terminating his proprietary lease is not ripe, as they have not commenced any

such termination; and that the alleged assault and defamation did not cause plaintiff any damages. Pursuant to the parties' stipulation dated December 5, 2013, plaintiff voluntarily discontinued his second claim, for an injunction against termination of his parking space. He moves to supplement the record with defendants' notice to cure to him dated June 2, 2014, however, in opposition to summary judgment dismissing his third claim.

II. SUMMARY JUDGMENT STANDARDS

Defendants, to obtain summary judgment, must make a prima facie showing of entitlement to judgment as a matter of law, through admissible evidence eliminating all material issues of fact. C.P.L.R. § 3212(b); Vega v. Restani Constr. Corp., 18 N.Y.3d 499, 503 (2012); Smalls v. AJI Indus., Inc., 10 N.Y.3d 733, 735 (2008); JMD Holding Corp. v. Congress Fin. Corp., 4 N.Y.3d 373, 384 (2005); Giuffrida v. Citibank Corp., 100 N.Y.2d 72, 81 (2003). Only if defendants satisfy this standard, does the burden shift to plaintiff to rebut that prima facie showing, by producing evidence, in admissible form, sufficient to require a trial of material factual issues. Morales v. D & A Food Serv., 10 N.Y.3d 911, 913 (2008); Hyman v. Queens County Bancorp, Inc., 3 N.Y.3d 743, 744 (2004). If defendants fail to meet their initial burden, the court must deny summary judgment despite any insufficiency in the opposition. Vega v. Restani Constr. Corp., 18 N.Y.3d at 503; JMD Holding Corp. v. Congress Fin. Corp, 4 N.Y.3d at 384; Scafe v. Schindler El. Corp., 111 A.D.3d 556, 557

(1st Dep't 2013); Williams v. New York City Hous. Auth., 99 A.D.3d 613 (1st Dep't 2012). If upon defendants' prima facie showing the opposition fails to raise material factual issues, however, the court must grant defendants summary judgment. Vega v. Restani Constr. Corp., 18 N.Y.3d at 503; Morales v. D & A Food Serv., 10 N.Y.3d at 913; Romero v. Morrisania Towers Hous. Co. Ltd. Partnership, 91 A.D.3d 507, 508 (1st Dep't 2012). In evaluating the evidence for purposes of defendants' motion, the court construes the evidence in the light most favorable to plaintiff. Vega v. Restani Constr. Corp., 18 N.Y.3d at 503; Cahill v. Triborough Bridge & Tunnel Auth., 4 N.Y.3d 35, 37 (2004).

III. PLAINTIFF'S THIRD CLAIM, FOR AN INJUNCTION AGAINST TERMINATION OF HIS LEASE

A. Plaintiff's Supplemental Evidence

Plaintiff insists that defendants' notice to cure dated June 2, 2014, offered to supplement his opposition to summary judgment, demonstrates their campaign to terminate his proprietary lease and to evict him from his cooperative apartment and rebuts defendants' defense to his third claim: that defendants have not taken any steps toward terminating his lease. The court may permit supplemental evidence sparingly, to clarify or elaborate on a limited issue, but not as a vehicle to add points not originally raised by plaintiff's opposition or to add a new theory of recovery not pleaded in the complaint. Ostrov v. Rozbruch, 91 A.D.3d 147, 153-44 (1st Dep't 2012). See Colon v. Torres, 106 A.D.3d 458, 458 (1st Dep't 2013); Tierney v. Girardi,

86 A.D.3d 447, 448 (1st Dep't 2011); Ashton v. D.O.C.S. Continuum Med. Group, 68 A.D.3d 613, 614 (1st Dep't 2009).

The complaint bases plaintiff's claim for an injunction against terminating his proprietary lease and evicting him, as long as he pays charges due, on defendants' alleged fabrication of pretexts to terminate his lease, including their holdover proceeding to recover his parking space. His opposition to summary judgment expresses his fear of their future attempt to terminate his proprietary lease in retaliation for him commencing this action. Although his supplemental evidence does show that defendants now have taken a step toward terminating his lease, the evidence does not show either their fabrication of a pretext or their retaliation. Nor does the evidence correct any deficiency in his original opposition, as defendants had not sent the June 2014 notice to cure when plaintiff commenced this action or even when plaintiff originally opposed the summary judgment motion. Colon v. Torres, 106 A.D.3d at 458; Ostrov v. Rozbruch, 91 A.D.3d at 155; Ashton v. D.O.C.S. Continuum Med. Group, 68 A.D.3d at 614.

More importantly, even if the court considers the notice to cure as manifesting defendants' intention to terminate plaintiff's proprietary lease, the termination is based only on his failure to pay additional rent: the judgment for attorneys' fees and expenses awarded to defendants in the holdover proceeding regarding the parking space. Thus, when the court considers plaintiff's supplemental evidence, since it is a notice

to cure his failure to pay charges due, it is irrelevant to plaintiff's claim for an injunction prohibiting defendants from terminating his lease as long as he timely pays charges due. Therefore, since defendants suffered no surprise or other prejudice from plaintiff's presentation of his supplemental evidence, the court accepts the evidence, Colon v. Torres, 106 A.D.3d at 458; Ostrov v. Rozbruch, 91 A.D.3d at 155; Tierney v. Girardi, 86 A.D.3d at 448; Ashton v. D.O.C.S. Continuum Med. Group, 68 A.D.3d at 614, but concludes that it fails to rebut defendants' showing, discussed below, that his third claim is not yet ripe for a judicial determination.

B. Plaintiff's Third Claim Is Not Ripe for an Injunction.

To obtain the injunctive relief plaintiff seeks, he must show a current or a threatened imminent violation of his rights that is causing or about to cause an irreparable injury. Goldstone v. Gracie Terrace Apt. Corp., 110 A.D.3d 101, 104-105 (1st Dep't 2013); Lemle v. Lemle, 92 A.D.3d 494, 500 (1st Dep't 2012). The record presented by defendants shows, without controverting evidence from plaintiff, no current or imminent danger of defendants taking steps to evict plaintiff on an impermissible basis despite his timely payment of charges due, to necessitate an injunctive remedy. Goldstone v. Gracie Terrace Apt. Corp., 110 A.D.3d at 104-105; Lemle v. Lemle, 92 A.D.3d at 500. Plaintiff further fails to demonstrate that any claimed injury from defendants' pretextual or retaliatory termination of his proprietary lease is not compensable by monetary damages.

Goldstone v. Gracie Terrace Apt. Corp., 110 A.D.3d at 104; Lemle v. Lemle, 92 A.D.3d at 500. Therefore the court grants defendants summary judgment dismissing plaintiff's third claim seeking injunctive relief. C.P.L.R. § 3212(b).

IV. DEFENDANTS' ENTITLEMENT TO SUMMARY JUDGMENT ON OTHER CLAIMS

A. Plaintiff's Fourth Claim

Plaintiff alleges that defendants engaged in a wrongful course of conduct "discriminatorily aimed at plaintiff . . . , harassed him and assaulted him and falsely charged him with wrongdoing." Carrick Aff. Ex. A ¶ 58. Insofar as plaintiff claims an assault, it is by the building superintendent, who is not a defendant, but forms a basis for plaintiff's sixth claim, that defendants have negligently supervised and retained their superintendent. Insofar as plaintiff claims harassment, New York law does not recognize a civil claim for harassment. Jerulee Co. v. Sanchez, 43 A.D.3d 328, 329 (1st Dep't 2007); Hartman v. 536/540 5th St. Equities, Inc., 19 A.D.3d 240, 241 (1st Dep't 2005). Insofar as plaintiff claims discriminatory conduct, the New York State and New York City Human Rights Laws prohibit discrimination based on impermissible factors, N.Y. Exec. Law § 296; N.Y.C. Admin. Code § 8-107(5)(a), but plaintiff does not plead a violation of those laws, nor does the record reveal that plaintiff was treated differently than other shareholders on any impermissible grounds. Samuels v. Williams Morris Agency, 123 A.D.3d 472, 472 (1st Dep't 2014); Parris v. New York City Dept. of Educ., 111 A.D.3d 528, 529 (1st Dep't 2013).

The record further fails to support a claim for a prima facie tort, as no evidence shows defendants acted solely with malevolence to harm plaintiff without any excuse or justification. Plaintiff's very claim of defendants' motivation to terminate his proprietary lease negates the required element of disinterested malevolence. AREP Fifty-Seventh, LLC v. PMGP Assoc., L.P., 115 A.D.3d 402, 403 (1st Dep't 2014); Kickertz v. New York Univ., 110 A.D.3d 268, 277 (1st Dep't 2013). See Posner v. Lewis, 80 A.D.3d 308, 312 (1st Dep't 2010). Finally, plaintiff admitted at his deposition that he suffered only "emotional injuries," Carrick Aff. Ex. L, at 24, and "mental anguish," id. at 73, in the form of "hassle and aggravation," id. at 74, from defendants' alleged harassment, for which he sought no treatment, thus failing to show special damages to sustain a claim for a prima facie tort. AREP Fifty-Seventh, LLC v. PMGP Assoc., L.P., 115 A.D.3d at 403; Kickertz v. New York Univ., 110 A.D.3d at 277; Vingoda v. DCA Prods. Plus, 293 A.D.2d 265, 266 (1st Dep't 2002). See Galasso v. Saltzman, 42 A.D.3d 310, 311 (1st Dep't 2007).

B. Plaintiff's Fifth Claim, for Defamation

Defendants maintain that the video recordings of plaintiff's altercation with the building superintendent provides a complete defense against plaintiff's claim that defendants' letter to the cooperative's shareholders defamed him, because the recording conclusively establishes the truth of defendants' disparaging statements. Defendants fail to authenticate the video recordings

adequately, however, as the managing agent's president attests only that the video recordings offered are accurate copies of the original recordings. Aff. of Frederick J. Rudd ¶ 3. His very identification of the recordings raises questions, describing them as "taken from and outside inside [sic] the service entrance," and offering a separate first and second "clip" for overlapping but variant periods. Id. Although he attests that the copies offered are accurate reproductions of the original recordings, he does not attest that each original recording from which the copies were made was itself an unaltered, continuous, complete, and accurate depiction of the entire incident. Zegarelli v. Hughes 3 N.Y.3d 64, 69 (2004); People v. Hill, 110 A.D.3d 410, 411 (1st Dep't 2013); Mulhahn v. Goldman, 93 A.D.3d 418, 419 (1st Dep't 2012). Therefore the video recordings in this inadmissible form may not be used to support the truth of defendants' disparaging statements as a defense to plaintiff's defamation claim. C.P.L.R. 3212(b). See Stepanov v. Dow Jones & Co., Inc., 120 A.D.3d 28, 34 (1st Dep't 2014); Amato v. New York City Dept. of Parks & Recreation, 110 A.D.3d 439, 440 (1st Dep't 2013).

Nevertheless, the qualified common interest privilege applies as a defense to a defamatory communication when made only to persons sharing a common interest in the subject. Ashby v. ALM Media, LLC, 110 A.D.3d 459, 459 (1st Dep't 2013); Amato v. New York City Dept. of Parks & Recreation, 110 A.D.3d at 440; O'Neill v. New York Univ., 97 A.D.3d 199, 212 (1st Dep't 2012).

Defendant board of directors distributed the letter containing the alleged defamatory statements to the cooperative building's shareholders in response to plaintiff's letter to the board, also distributed to the shareholders, to rebut his claim of assault and harassment by the superintendent. Carrick Aff. Ex L, at 53-53, and Ex. N, at 41-44. Plaintiff does not allege, and no evidence indicates, that defendant distributed the board's letter to anyone else. The cooperative's shareholders, if they previously had not shared an interest with the board in an incident involving the building management, see Silverman v. Clark, 35 A.D.3d 1, 10 (1st Dep't 2006), surely shared such an interest after plaintiff disseminated a letter to the shareholders concerning the superintendent's objectionable behavior toward a shareholder. Ashby v. ALM Media, LLC, 110 A.D.3d at 459; Amato v. New York City Dept. of Parks & Recreation, 110 A.D.3d at 440; O'Neill v. New York Univ., 97 A.D.3d at 212; Bulow v. Women in Need, Inc., 89 A.D.3d 525, 526 (1st Dep't 2011).

Plaintiff fails to present any admissible evidence raising an issue whether defendants' purpose was in fact related to management of the building or whether they acted maliciously, falsely accusing plaintiff solely to embarrass and harass him. Ashby v. ALM Media, LLC, 110 A.D.3d at 459; O'Neill v. New York Univ., 97 A.D.3d at 212-13; Bulow v. Women in Need, Inc., 89 A.D.3d at 526. See Vega v. Restani Constr. Corp., 18 N.Y.3d at 503; Morales v. D & A Food Serv., 10 N.Y.3d at 913. Defendants'

testimony, on the other hand, that the board viewed the video recording to investigate the incident, Carrick Aff. Ex. N, at 37, 40-41, and distributed the letter to respond to plaintiff's allegations that the superintendent assaulted him, Aff. in Opp'n of Gideon Abraham Ex. 11, negates any claim of malice, personal animus, or reckless disregard for the truth to overcome the privilege. O'Neill v. New York Univ., 97 A.D.3d at 212; Carone v. Venator Group, Inc., 11 A.D.3d 399, 400 (1st Dep't 2004).

C. Plaintiff's Sixth Claim, for Negligent Supervision and Retention

Plaintiff testified regarding two specific incidents of the superintendent's abusive behavior. First, when plaintiff was attempting to move a mattress into his apartment, the superintendent denied plaintiff and his movers entrance to the building after the daily timeframe allowed for moving furnishings into or out of apartments. Carrick Aff. Ex. L, at 21-24. Second, a guest was not allowed upstairs to plaintiff's apartment without an escort, but plaintiff admits that he does not know whether the superintendent or another building employee or officer barred the guest. Id. at 26-28. Plaintiff further claims the superintendent frequently yelled at both plaintiff and other shareholders, supported by evidence of their complaints about how the superintendent communicated with other shareholders. Carrick Aff. Ex. N, at 24-25, 28; Abraham Aff. in Opp'n Ex. 6.

Defendants are liable for negligent supervision and retention of their employee if they were on notice of the

superintendent's propensity to engage in the type of conduct that caused injury to plaintiff. Rodriguez v. New York City Tr. Auth., 95 A.D.3d 412, 413 (1st Dep't 2012); G.G. v. Yonkers Gen. Hosp., 50 A.D.3d 472, 472 (1st Dep't 2008). The record presented by defendants shows that defendants did not know, and nothing gave them reason to know, of the superintendent's propensity to commit a physical assault. None of the complaints about his lack of interpersonal skills in interacting with building residents and visitors indicated a propensity for physical violence. Acosta-Rodriguez v. City of New York, 77 A.D.3d 503, 504 (1st Dep't 2010); Taylor v. United Parcel Serv., nc., 72 A.D.3d 573, 574 (1st Dep't 2010). The superintendent addressed his lack of interpersonal skills by participating in an anger management class through his union, Carrick Aff. Ex. M, at 13-15, but the record shows defendants neither required nor recommended such a program so as to suggest they were on notice of a propensity for physically violent anger. Id. at 72.

Plaintiff, moreover, claims no injury other than annoyance from the superintendent's rude conduct. Rudeness causing annoyance simply does not amount to violation of a right justifying the relief sought: a permanent injunction compelling defendants to terminate their employee. See Goldstone v. Gracie Terrace Apt. Corp., 110 A.D.3d at 104; Standard Realty Assoc., Inc. v. Chelsea Gardens Corp., 105 A.D.3d 510, 510 (1st Dep't 2013); Lemle v. Lemle, 92 A.D.3d at 500. Plaintiff admits he suffered no physical, mental, or economic injury justifying

compensatory relief and specifically disclaims any compensatory damages from any assault, rudeness, or other objectionable conduct. Carrick Aff. Ex. L, at 24, 55-58; Halevi v. Fisher, 81 A.D.3d 504, 505 (1st Dep't 2011). See Caronia v. Philip Morris USA, Inc., 22 N.Y.3d 439, 452 (2013); Levin v. New York City Health & Hosp. Corp. (Harlem Hosp. Ctr.), 119 A.D.3d 480, 484 (1st Dep't 2014). These combined reasons warrant summary judgment dismissing plaintiff's sixth claim, for negligent supervision and retention. C.P.L.R. § 3212(b).

D. Plaintiff's Seventh Claim, for Punitive Damages

The court also grants defendants summary judgment dismissing plaintiff's seventh claim, for punitive damages. New York Law does not recognize punitive damages as a claim independent of an underlying substantive claim, such as unlawful eviction, assault, defamation, or grossly negligent supervision or retention of an employee. C.P.L.R. 3212(b); Rocanova v. Equitable Life Assur. Socy., 83 N.Y.2d 603, 616-17 (1994); Rivera v. City of New York, 40 A.D.3d 334, 344 (1st Dep't 2007); Kenny v. RBC Royal Bank, 22 A.D.3d 385, 386 (1st Dep't 2005); Ehrlich v. Incorporated Vil. of Sea Cliff, 95 A.D.3d 1068, 1070 (2d Dep't 2012). Even if such a claim survived, defendants show, and plaintiff fails to show to the contrary, that defendants did not engage in any morally reprehensible conduct. Whether in commencing a holdover proceeding against plaintiff, seeking attorneys' fees or any unwarranted charges, refusing services to his apartment, or encouraging the superintendent to file a report with the police

regarding his altercation with plaintiff, none of defendants' actions were so egregious as to support an award of punitive damages. Barnes v. Hodge, 118 A.D.3d 633, 633 (1st Dep't 2014); 235 E. 4th St., LLC v. Dime Sav. Bank of Williamsburgh, 65 A.D.3d 976, 977 (1st Dep't 2009); Rudolph v. Jerry Lynn, D.D.S., P.C., 16 A.D.3d 261, 263 (1st Dep't 2005); Jacobs v. 200 E. 36th Owners Corp., 281 A.D.2d 281, 282 (1st Dep't 2001).

V. PLAINTIFF'S FIRST CLAIM, FOR DECLARATORY RELIEF AND AN ACCOUNTING

Defendants apply their defense of res judicata to bar plaintiff's first claim, for a declaratory judgment requiring an accounting of the amounts plaintiff owes to defendants. They rely on the New York City Civil Court's determination in the parking space holdover proceeding, which establishes the amounts plaintiff owed for the parking space. Therefore, even if plaintiff's claim for an accounting in this action may be based on a different legal theory than the claim for parking space charges in the holdover proceeding, res judicata bars plaintiff's claim regarding any disputed parking space charges here. C.P.L.R. § 3211(a)(5); Matter of Hunter, 4 N.Y.3d 260, 269 (2005); Gellman v. Henkel, 112 A.D.3d 463, 464 (1st Dep't 2013); PJA Assoc. Inc. v. India House, Inc., 99 A.D.3d 623, 624 (1st Dep't 2012); UBS Sec. LLC v. Highland Capital Mgt., L.P., 86 A.D.3d 469, 474 (1st Dep't 2011).

Although defendants deny any disputed charges unrelated to the garage parking space, plaintiff attests that defendant cooperative corporation repeatedly has failed to credit his

account with his payments and inserted into his account statements amounts for attorneys' fees that he contends are "fictitious." Abraham Aff. in Opp'n ¶ 17. He does not limit the payments or unwarranted charges he refers to to payments or charges related to his parking space, nor do the statements for attorneys' fees appear on their face to be limited to the dispute over the parking space. Id. Exs. 13-14; Carrick Aff. Ex. L, at 58-59, 66-68. Therefore res judicata does not bar his claim regarding payments that the cooperative corporation has failed to credit to him or disputed charges unrelated to the parking space. Lind v. Greenspan, 101 A.D.3d 428, 429 (1st Dep't 2012); Gomez v. Brill Sec. Inc., 95 A.D.3d 32, 35 (1st Dep't 2012); NAMA Holdings, LLC v. Greenberg Traurig, LLP, 62 A.D.3d 578, 578-79 (1st Dep't 2009). See Matter of Hunter, 4 N.Y.3d at 270. Nevertheless, as set forth above, even if this claim survives, the record shows that none of defendants' erroneous charges or failures to credit payments, if any, was so morally culpable as to warrant punitive damages.

VI. DISPOSITION

For all the reasons explained above, the court grants plaintiff's motion to supplement the record in opposition to summary judgment, but, after the parties' stipulated discontinuance of the complaint's second claim, grants defendants' motion for summary judgment dismissing the complaint's third through seventh claims. C.P.L.R. §§ 3212(b), 3217(b). The court denies defendants' motion for summary

judgment dismissing the complaint's first claim insofar as it relates to payments and charges unassociated with plaintiff's parking space, but grants defendants' motion and dismisses plaintiff's first claim insofar as it relates to payments and charges associated with the parking space. C.P.L.R. § 3212(b) and (e). Since plaintiff's first claim is against only defendant 257 Central Park West, Inc., the action is dismissed against defendants Board of Directors of 257 Central Park West, Inc., and Rudd Realty Management Corp.

Plaintiff and defendant 257 Central Park West, Inc., shall appear in Part 46 February 3, 2015, at 10:00 a.m. for a non-jury trial on the complaint's first claim regarding payments and charges unrelated to plaintiff's parking space. This decision constitutes the court's order and judgment dismissing the remainder of the complaint.

DATED: January 16, 2015

LUCY BILLINGS, J.S.C.

LUCY BILLINGS
J.S.C.

FILED

JAN 22 2015

COUNTY CLERK'S OFFICE
NEW YORK