

McSpedon v Levine
2015 NY Slip Op 32821(U)
April 2, 2015
Supreme Court, Westchester County
Docket Number: 61202/2014
Judge: Linda S. Jamieson
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To commence the statutory time period for appeals as of right (CPLR § 5513 [a]), you are advised to serve a copy of this order, with notice of entry, upon all parties.

Disp x Dec _____ Seq. Nos. 1, 2, 4, 5, 6, 7, 8 Type dismiss, strike

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

PRESENT: HON. LINDA S. JAMIESON

-----X
JOHN ANDREW McSPEDON,

Plaintiff,

-against-

Index No. 61202/2014

DECISION AND ORDER

LINNEA J. LEVINE, JOHN L. FARRELL,
GEORGE J. ROZSA, DAVID C. ERDOS, PAMELA
A. ERDOS, NINA E. RUMBOLD, VICKIE R.
PIERCE, LESLIE J. DAGNALL;

Defendants.

-----X

The following papers numbered 1 to 31 were read on these motions:

<u>Paper</u>	<u>Number</u>
Notice of Motion	1
"Certification in Support of Motion" ¹	2
Exhibit A ²	3
Exhibit B	4
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¹There is no such thing as a "certification" in support of a motion in New York. Counsel should review the CPLR, which provides only for affidavits and affirmations. See CPLR §§ 2106, 2214. The Court thus disregarded all such documents.

²Exhibits must be bound to the affidavit or affirmation in which they are first referenced. Stand-alone exhibits are only permitted where they are too large to be bound.

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³Plaintiff, who is not an attorney, may not use an affirmation, but must submit affidavits to the Court. Since the "affirmation" was sworn, however (although not in proper form), the Court accepted it. CPLR § 2001.

⁴Exhibits must be tabbed. Movant is directed to review the Part Rules.

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There are seven motions before the Court in this case arising out of a family matter in which plaintiff claims that he was "financially and emotionally harmed due to the evil, gross and outrageous tortuous acts of" defendants, who allegedly engaged in a conspiratorial scheme to defraud him.

The first motion, which seeks to dismiss the case, is filed by defendant John L. Farrell, an investment advisor based in Connecticut. The second motion, which also seeks to dismiss the action, is filed pro se by defendant George J. Rozsa, a CPA. The next motion, also to dismiss, is filed by plaintiff's aunt, defendant Leslie J. Dagnall, and defendant Vickie R. Pierce. The fourth motion before the Court is filed by plaintiff. It seeks to strike the motion filed by defendants Dagnall and Pierce on the grounds that no more than one such motion may be permitted. It also seeks to strike certain statements from that motion. The

fifth motion is filed by the Erdos defendants, both Connecticut lawyers who represented defendant Dagnall. This motion seeks to dismiss the complaint. The sixth motion, filed by defendant Rumbold, a lawyer for defendant Dagnall, seeks to dismiss the action. The final motion, filed by defendant Levine, also a lawyer for Ms. Dagnall, also seeks to dismiss the action.

At the outset, the Court states that it will address each motion on its substance, overlooking the various procedural missteps⁵ that many of the parties point out. None of these multiple errors rises to the level that warrants a discussion; the Court does not encourage petty finger-pointing. The Court does caution the parties that civility is required when submitting papers to a court. All parties and counsel are directed to review the Standards of Civility, Appendix A to the Disciplinary Rules, before filing another motion with this or any other court, in this or any other matter.

Background

To set the stage, the Court explains a bit about the claims that plaintiff raises in the amended complaint. Plaintiff argues that all of the defendants, including three who he claims owed him fiduciary duties, "outrageously conspired in a corrupt common

⁵With respect to plaintiff's multiple allegations of fraudulent documents being submitted to the Court, the Court states that the only copies of these documents which it reviewed are those submitted by plaintiff.

scheme, and or purpose, to void" his "right of inheritance and defraud Trust B for the sole purpose of circumventing the design and intention of Trust B." They did this by facilitating and/or participating in Ms. Dagnall's allegedly fraudulent scheme to adopt a friend, defendant Pierce. This adoption, as outlined below, was later vacated on consent. Plaintiff characterizes this throughout his papers as a "fraudulent adoption scheme."

The history of the trusts follows. In 1976, plaintiff's grandfather created two trusts, called Trust A and Trust B. (He later modified the trust instruments in 1978.) Each of these trusts was created for the benefit of one of his two daughters: Trust A is for the benefit of Diane McSpedon, plaintiff's mother, and Trust B is for the benefit of his aunt, defendant Dagnall. Both sisters are still alive.

Each trust provides that the principal beneficiary - either Ms. McSpedon or Ms. Dagnall - is to receive income from the trust for her life. Upon the death of the first sister, the remaining principal of that trust, if any, is to be divided among her children. If the decedent has no children, then the principal would flow into the trust of the surviving sister or, if she were dead, be divided among her children.

Although the payments to the sisters are supposed to consist only of trust income, the trust instrument (as amended) does provide that at any time, the trustee may "in its sole

discretion, terminate such trust and shall distribute and pay over the principal and undistributed income of such trust. . . .” This means that at any time, the trustee could eliminate the trusts entirely, giving everything to Ms. McSpedon and Ms. Dagnall outright. Plaintiff and his siblings are thus only contingent beneficiaries, because their rights to inherit anything can be **entirely terminated** if the trustee decides, in its sole discretion, to terminate the trust and pay all of the assets to Ms. McSpedon or Ms. Dagnall.

At some point in 2011, an action was commenced in the Connecticut Probate Court to replace the trustee of Trust A, and adjust the amount of income that Ms. McSpedon was receiving from the trust. Ms. McSpedon, as the “income beneficiary” and plaintiff and his siblings, as the “residual beneficiaries,” retained defendant Levine to represent them in this action. The retainer agreement among them specifically states that all parties to the retainer agreement understand that there may be a conflict between Ms. McSpedon’s interest in maximizing her income, and plaintiff and his siblings’ interest in preserving principal.

At around the same time, Ms. McSpedon retained non-party Greenwich Financial Advisors, LLC, owned by defendant Farrell, to assist Trust A with investments. The agreement between them specifically provides that the relationship is not exclusive, and

that the firm and its personnel may advise others while working for Ms. McSpedon. No other parties to this action are parties to that agreement.

In or about August 2011, according to the amended complaint, Ms. Dagnall, who had no children, decided that she wanted to try to leave any money remaining in Trust B to some sort of foundation or similar vehicle for the purposes of furthering her life's work. She retained defendant Levine to assist her with this representation. Plaintiff alleges that defendants Levine, Rozsa and Farrell worked together as a team. (Plaintiff presents no evidence of this "team" in any of the many hundreds of pages of narrative and exhibits he submits to the Court. Indeed, each of these defendants denies that they are part of a "team," although they admit that they have worked together at various times in the past.) Because they allegedly always operated as a team, according to plaintiff, Ms. Dagnall also retained Mr. Farrell and Mr. Rozsa to assist her in working on her estate plans. Plaintiff alleges that these three defendants "as a team deviously and calculatingly omitted their representation of defendant LESLIE and Trust B within their legal retainer agreement" to him.⁶

⁶There is no retainer agreement between plaintiff and Messrs. Farrell or Rozsa. Rather, the retainer agreement between Ms. Levine and plaintiff (and his mother and siblings) authorizes Ms. Levine to communicate with Messrs. Farrell or Rozsa. Neither of those defendants is a party to the retainer agreement.

In October 2011, according to the amended complaint, Ms. Dagnall asked plaintiff and his siblings to waive their rights to any remaining assets of Trust B. Plaintiff refused to consent. According to the amended complaint, "only after LESLIE had extensive and prolonged counseling from LINNEA, JOHN and GEORGES [sic] 'team approach' did she conceive of the concept to funnel Trust B into a 'foundation.'" When plaintiff learned that these three defendants were working with Ms. Dagnall, he was shocked and horrified. Ms. Levine, according to the amended complaint, made a "reckless and materially relevant omission" in "deciding NOT to disclose that she has a direct financial, legal, and conflicting interest regarding the incorporating and establishing of the" foundation. (Plaintiff fails to allege how Ms. Levine, or any of the other professional defendants, have any direct financial interest in any of their clients' assets.⁷) Plaintiff alleges that although Ms. Levine said that she would not represent Ms. Dagnall after this, Ms. Levine continued to do so surreptitiously.

In November 2011, after plaintiff said that he would never consent to signing off his rights to Trust B and "desecrate" his

⁷Plaintiff alleges that Mr. Rosza "had a substantial interest" in the adoption because he was the successor executor to Ms. Dagnall's will, and if Ms. Pierce died or was not acting as Ms. Dagnall would have wished, he had the power to distribute the money as he thought fit. Even if these allegations were true - and the Court expresses no view on that - the Court does not see how this gives him a substantial personal interest in Ms. Dagnall's business affairs.

grandfather's last wishes, defendants Levine, Rozsa and Farrell, according to the amended complaint, "as a 'team approach' concocted, conspired, counseled and drove LESLIE toward a loophole of fraudulently adopting VICKIE, as an alternate solution to fund" the foundation and bypass plaintiff's consent.

According to the amended complaint, in November 2011, Ms. Dagnall retained defendant Rumbold to represent her in the New York Family Court adult adoption of Ms. Pierce. Ms. Rumbold did so, according to plaintiff, after being made "acutely aware" of the reasons "she wanted to fraudulently adopt." Plaintiff alleges that Ms. Rumbold "knowingly, greedily, willingly, recklessly, and outrageously accepted in representing the furtherance of the scheme." Plaintiff has no proof that Ms. Rumbold knew that the adoption was improper, and Ms. Rumbold denies having such information.

According to plaintiff (and at odds with plaintiff's assertions of Ms. Levine's allegedly deceptive conduct towards him), Ms. Levine notified plaintiff of the adoption, saying in an email that "I will have to research to see if there are legal grounds to challenge the effect of the adoption on the trust distribution of the principal." Plaintiff did challenge the adoption, in New York Family Court. There is no dispute that Ms. Rumbold did not represent Ms. Dagnall in the proceedings to overturn the adoption. Ms. Dagnall, appearing pro se, agreed to

vacate the adoption. There is no dispute that the Family Court never made any factual findings about whether the adoption was legitimate or fraudulent, because it was vacated prior to any hearings.

With respect to the trust proceedings in Connecticut Probate Court, after defendant Levine stopped representing Ms. Dagnall, Ms. Dagnall retained the Erdos defendants to represent her. According to both of the Erdos defendants and Ms. Dagnall, the sole subject of their representation was relating to a lawsuit in Connecticut involving Trust B, a Connecticut trust. These three parties state that the only meetings among them occurred in Connecticut. Plaintiff alleges that the Erdos defendants were part of the "conspiratorial fraudulent" scheme, and that Ms. Levine actually "continued to greedily, recklessly, and surreptitiously represent" Ms. Dagnall.

Analysis

There are five causes of action in the amended complaint (two of the claims are not numbered, for some unknown reason). The first, against defendants Levine, Farrell and Rozsa, seeks damages for fraud. It alleges that these defendants "knowingly and willfully made multiple material false omissions to" plaintiff, and "falsely represented their fiduciary duty, professional, legal, ethical, and moral responsibilities, and sole un-wavering due loyalty regarding MY financial interests

they were entrusted to vigorously protect." The second cause of action, against all defendants, is for "civil conspiracy to defraud/civil conspiracy to commit fraud." It alleges that all of the defendants "all in concert outrageously conspired in a corrupt common scheme, and or purpose, to void MY right of inheritance and defraud Trust B for the sole purpose of circumventing the design and intention of Trust B, and to instead have it funneled into the 'foundation' via aiding and furthering LESLIE in fraudulently adopting VICKIE."

The third claim, against defendants Levine, Farrell and Rozsa, is for breach of fiduciary duty. Plaintiff alleges that these three defendants "owed a sole fiduciary duty" to him, and they "grossly, outrageously, maliciously, and continuously breached the fiduciary duties they owed" him. The fourth claim, against all defendants, is for aiding and abetting a breach of fiduciary duty. Plaintiff alleges that all defendants had "actual material knowledge of the fiduciary duties that were present and MY rights as a principal beneficiary to [sic] Trust B, and knew those duties were current and present." He also alleges that all of these defendants "knowingly induced and participated in breaching" defendants Levine, Farrell and Rozsa's fiduciary duties "by their furtherance in conspiring to complete the fraudulent adoption scheme" "while acutely knowing of MY rights and status as a principal beneficiary to [sic] Trust B."

The fifth claim, against all defendants, seeks damages for the negligent and/or reckless infliction of emotional distress.

It is, of course, well-settled that "On a motion to dismiss the complaint . . . for failure to state a cause of action, the court must afford the pleading a liberal construction, accept all facts as alleged in the pleading to be true, accord the plaintiff the benefit of every possible inference, and determine only whether the facts as alleged fit within any cognizable legal theory." *Gateway I Grp., Inc. v. Park Ave. Physicians, P.C.*, 62 A.D.3d 141, 145, 877 N.Y.S.2d 95, 99 (2d Dept. 2009).

A. Plaintiff's Motion to Strike

Plaintiff brings his motion seeking to strike the motion to dismiss filed by defendants Dagnall and Pierce. Plaintiff argues that defendants' motion is an attempt to "backdoor a secondary Motion to Dismiss" on behalf of defendants Farrell and Rozsa because counsel for Dagnall and Pierce "knowingly, willingly, and intentionally raised defenses, pleadings and case law on behalf" of these other defendants. A review of the subject motion shows that this is not the case. Rather, counsel merely refers to the other motions in an attempt to encompass any other arguments into her motion. Nor is there any basis for striking any scandalous, immaterial, false or irrelevant material in Dagnall and Pierce's motion. The motion is thus denied.

B. Standing

Many of the defendants argue that plaintiff has no standing to bring this action because he is only a contingent beneficiary, and not a principal beneficiary. While it is correct that plaintiff is only a contingent beneficiary, his claims are not based on his standing as a beneficiary of the trusts. Rather, plaintiff's claims are for breach of fiduciary duty and fraud (and the conspiracy and aiding and abetting claims related thereto). None of these claims is based on plaintiff's status as a beneficiary of the trusts. The Court thus finds that the standing arguments are meritless.

C. The Emotional Distress Causes of Action

The Court next examines the claims for the negligent, reckless or intentional infliction of emotional distress. The Court phrases the claim in this general manner in order to sweep into its ruling all possible claims that plaintiff could be making in the amended complaint. First, while it is true that any claims for the reckless or intentional infliction of emotional distress are barred by a one-year statute of limitations, claims for the negligent infliction of emotional distress have a three-year statute of limitations, and are not time-barred. *Goldstein v. Massachusetts Mut. Life Ins. Co.*, 32 A.D.3d 821, 820 N.Y.S.2d 852, 854 (2d Dept. 2006). Assuming that the claims arise under the longer statute of limitations, in

order to plead successfully a claim for the negligent infliction of emotional distress, plaintiff must plead "the breach of a duty⁸ owed to the plaintiff which either unreasonably endangers the plaintiff's physical safety, or causes the plaintiff to fear for his or her own safety." *Santana v. Leith*, 117 A.D.3d 711, 712, 985 N.Y.S.2d 147, 149 (2d Dept. 2014). See also *Bour v. 259 Bleecker LLC*, 104 A.D.3d 454, 455, 961 N.Y.S.2d 98, 99 (1st Dept. 2013). Plaintiff, who admits that this cause of action "is reserved for rare occasions," fails to allege in these copious papers that his safety was ever in danger, or that he feared for his own safety.⁹ In any event, there is no allegation that any injury to plaintiff occurred directly from the alleged breach of any duties that defendants owed to him. The injury, even if mental alone, must be "a direct, rather than a consequential, result of the breach." *Baumann v. Hanover Cmty. Bank*, 100 A.D.3d 814, 816, 957 N.Y.S.2d 111, 114 (2d Dept. 2012). Accordingly, the Court dismisses all claims for the negligent infliction of emotional distress.

⁸The Court assumes, solely for the purpose of deciding this claim, that there was such a duty here.

⁹Plaintiff does argue that his parents' safety was put at risk by defendants' actions, but that is different from his own personal safety. He claims only that he "was forced to seek counseling and medications to deal with this situation," and that he needed "medication to sleep after this event transpired, for months and months."

With respect to any claims that there may be¹⁰ for the reckless or intentional infliction of emotional distress - which would be time-barred, in any event - a plaintiff must plead, among other things, "extreme and outrageous conduct," that causes "severe emotional distress." *Henriques v. Linville*, 30 Misc.3d 1215(A), 924 N.Y.S.2d 309 (Sup. Ct. NY Co. 2011). The standard for what is considered to be extreme and outrageous conduct for this cause of action is incredibly high. In *Kaye v. Trump*, 58 A.D.3d 579, 873 N.Y.S.2d 5 (1st Dept. 2009), the First Department dismissed a claim for the intentional infliction of emotional distress claim where "defendants variously made rude remarks to and about [plaintiff], commenced two baseless lawsuits and filed a criminal complaint against her, and frightened her and her daughter by attempting to instigate her arrest." The Court went on to state that this "conduct, while not to be condoned, is not so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community."

Here, plaintiff plainly states that he has suffered "emotional toll, mental anguish, and flat out anger," and has

¹⁰In his Memorandum of Law in opposition to defendant Levine's motion, plaintiff does state that there are no claims for the intentional infliction of emotional distress, only claims for the negligent infliction of emotional distress. Because the amended complaint could be construed otherwise, the Court addresses both in an abundance of caution.

repeatedly argued that he has been deeply harmed in many different ways. Yet none of the things recited by plaintiff in his complaint is "so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency and . . . [be] utterly intolerable in a civilized community." *Baumann v. Hanover Community Bank*, 100 A.D.3d 814, 957 N.Y.S.2d 111 (2d Dept. 2012). See also *G.L. v. Markowitz*, 101 A.D.3d 821, 955 N.Y.S.2d 643 (2d Dept. 2012). While this dispute is nasty, personal and most unfortunate, particularly since there is a large family in turmoil as a result of it, it does not rise to the level of "utterly reprehensible behavior" required by the law. *Howell v. New York Post Co., Inc.*, 81 N.Y.2d 115, 596 N.Y.S.2d 350 (1993) (noting that the "requirements of the rule are rigorous, and difficult to satisfy."). Accordingly, the Court grants all of the requests to dismiss the claims for the infliction of emotional distress.

D. The Fraud Claims

"The elements of a cause of action sounding in fraud are a material misrepresentation of an existing fact, made with knowledge of the falsity, an intent to induce reliance thereon, justifiable reliance upon the misrepresentation, and damages." *High Tides, LLC v. DeMichele*, 88 A.D.3d 954, 957, 931 N.Y.S.2d 377, 380 (2d Dept. 2011). See also *Levin v. Kitsis*, 82 A.D.3d 1051920 N.Y.S.2d 131 (2d Dept. 2011) ("A cause of action sounding

in actual fraud must state that the defendant knowingly misrepresented or concealed a material fact for the purpose of inducing another party to rely upon it, and that the other party justifiably relied upon such misrepresentation or concealment to his or her own detriment.").

While defendants repeatedly criticize the amended complaint for lacking specificity about plaintiff's fraud allegations, the Court agrees with plaintiff that he has stated his allegations of fraud "in micro surgical and minute detail," even though he only submitted "one tenth of the evidence in his possession proving the Fraud. . . ." Plaintiff certainly painstakingly alleges that he was defrauded by defendants Levine, Farrell and Rozsa's alleged failure to inform him that they were also representing Ms. Dagnall. Rather, the problem is that plaintiff cannot allege reasonable reliance upon any misrepresentation. *Colasacco v. Robert E. Lawrence Real Estate*, 68 A.D.3d 706, 708, 890 N.Y.S.2d 114, 117 (2d Dept. 2009) ("it is clear from the face of the complaint that the plaintiffs' supposed reliance upon DiCorato's alleged misrepresentations . . . was unreasonable as a matter of law."). There is nothing that plaintiff alleges that he did or failed to do as a result of relying upon this alleged fraud.

Nor does plaintiff allege any cognizable damages as a result of the alleged fraud. "The true measure of damage is indemnity for the actual pecuniary loss sustained as the direct result of

the wrong or what is known as the 'out-of-pocket' rule. Under this rule, the loss is computed by ascertaining the difference between the value of the bargain which a plaintiff was induced by fraud to make and the amount or value of the consideration exacted as the price of the bargain. Damages are to be calculated to compensate plaintiffs for what they lost because of the fraud." *Lama Holding Co. v. Smith Barney Inc.*, 88 N.Y.2d 413, 421 (1996). Here, plaintiff alleges that he "was both emotionally harmed and have [sic] suffered financial damages as a result of [these defendants'] reckless, malicious, gross, and outrageous conduct." These alleged damages do not constitute "actual pecuniary loss." Indeed, because plaintiff thwarted Ms. Dagnall's "corrupt common scheme," and had her rescind the adoption, none of what plaintiff feared might happen did come to pass. Ms. Dagnall has no adoptive child; the assets of Trust B remain intact; and the contingent beneficiaries of Trust B remain the same today as they were five years ago. There was, thus, no "out-of-pocket" loss that plaintiff suffered as a result of any allegedly fraudulent actions by any of the defendants. Accordingly, the Court must dismiss all of the fraud claims set forth in the amended complaint.

Because the Court has found that plaintiff has failed to state a claim for fraud, he has also failed to state a claim for conspiracy to defraud or commit fraud. This is because "a cause

of action sounding in civil conspiracy cannot stand alone, but stands or falls with the underlying torts." *Nissan Motor Acceptance Corp. v. Scialpi*, 94 A.D.3d 1067, 1069, 944 N.Y.S.2d 160, 162 (2d Dept. 2012).

E. The Fiduciary Duty Claims

It has long been settled that the "elements of a cause of action to recover damages for breach of fiduciary duty are (1) the existence of a fiduciary relationship, (2) misconduct by the defendant, and (3) damages directly caused by the defendant's misconduct." *Smallwood v. Lupoli*, 107 A.D.3d 782, 784, 968 N.Y.S.2d 515, 517 (2d Dept. 2013). Plaintiff alleges that defendants Levine, Farrell and Rozsa each owed him a fiduciary duty. "The duty to deal fairly, honestly and with undivided loyalty superimposes onto the attorney-client relationship a set of special and unique duties, including maintaining confidentiality, avoiding conflicts of interest, operating competently, safeguarding client property and honoring the clients' interests over the lawyer's." *Matter of Cooperman*, 83 N.Y.2d 465, 472 (1994). Plaintiff argues that Ms. Levine "desecrated" the fiduciary duty she owed plaintiff "through her gross, wanton, morally turpitude [sic] actions that implicate a criminal indifference." (Emphasis in original).

Assuming, solely for purposes of this motion to dismiss, that Ms. Levine along with defendants Farrell and Sozsa did

breach their fiduciary duties to plaintiff by representing Ms. Dagnall in her nefarious schemes, plaintiff must allege damages from the alleged breach in order to recover for a breach of fiduciary duty. *Ulico Cas. Co. v. Wilson, Elser, Moskowitz, Edelman & Dicker*, 56 A.D.3d 1, 10, 865 N.Y.S.2d 14, 21 (1st Dept. 2008) ("violation of the ethical constraint against dual representation does not, without more, support a claim for recovery of damages."); *Estate of Steinberg v. Harmon*, 259 A.D.2d 318, 318, 686 N.Y.S.2d 423, 423 (1st Dept. 1999) (claim for breach of fiduciary duty dismissed because plaintiff "does not show any damages attributable to defendant's alleged ethical breach, other than the attorney fees it incurred. . . .").

As with the claims for fraud, plaintiff's claims for breach of fiduciary duty necessarily must fail because plaintiff suffered no legally-cognizable damages. See *Willberry Corp. v. Schwartz*, 29 A.D.3d 899, 900, 814 N.Y.S.2d 537, 538 (2d Dept. 2006).


The claims for aiding and abetting a breach of fiduciary duty must also fail. "A cause of action to recover damages for aiding and abetting breach of fiduciary duty merely requires a prima facie showing of a fiduciary duty owed to plaintiff a breach of that duty, and defendant's substantial assistance in effecting the breach, together with resulting damages." *First Keystone Consultants, Inc. v. DDR Const. Servs.*, 74 A.D.3d 1135,

1137, 904 N.Y.S.2d 113, 116 (2d Dept. 2010). Because plaintiff cannot allege legally-appropriate damages for the breach of fiduciary duty claims, it also follows that he cannot allege such damages for the aiding and abetting claims.

Because the Court has dismissed all of the claims in the amended complaint, the Court need not address any of the parties' other arguments.

The foregoing constitutes the decision and order of the Court.

Dated: White Plains, New York
April 2, 2015


HON. LINDA S. JAMIESON
Justice of the Supreme Court

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