

Sanfiz v Fiore

2016 NY Slip Op 30587(U)

April 5, 2016

Supreme Court, New York County

Docket Number: 651641/2013

Judge: Debra A. James

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: IAS PART 59

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MIGUEL SANFIZ,

Plaintiff,

Index No.:
651641/2013

-against-

RON FIORE, DANIELLE FELDMAN, GLENN
FELDMAN, VAN CHION OF HUNTINGTON LLC,
and JOHN DOE No. 1 through JOHN DOE No.
10, INCLUSIVE, the names of the last 10
defendants being fictitious and unknown
to Plaintiff, the persons or parties
intended being those in possession of
Purchased of Consigned Jewelry as described
in the Verified Complaint,

Defendants.

----- X

DEBRA A. JAMES, J.:

In this action for, among other things, breach of contract,
conversion and replevin, defendants Danielle Feldman (Danielle),
Glenn Feldman (Glenn) and Van Chion of Huntington LLC (Van Chion
LLC) (collectively, defendants) move, pursuant to CPLR 3212, for
an order granting summary judgment dismissing the first and
second causes of action as against Danielle and dismissing the
third, fourth, fifth, sixth, seventh, eighth and ninth causes of
action as against all defendants. Defendants further move,
pursuant to CPLR 510 and 511, for a change in venue.¹ They also

The application to change was denied at oral argument. On the
record, the court reasoned that the argument that plaintiff
failed to set forth his county of residence as New York County in

seek an order awarding sanctions for plaintiff Miguel Sanfiz's alleged frivolous prosecution of claims against Danielle and Glenn.

BACKGROUND AND FACTUAL ALLEGATIONS

Plaintiff operates a wholesale and retail jewelry business with his principal place of business located in New York, New York. Beginning in 2009, plaintiff consigned and sold various jewelry to Van Chion LLC. Van Chion LLC was a retail jewelry store located in Huntington Station, N.Y. It went out of business in early 2013. According to Van Chion LLC's operating agreement, the three members included nonparty Anthony Chion, Glenn and defendant Ron Fiore (Fiore). Glenn was the owner and managing member of Van Chion and Danielle, his daughter, was an

his summons and complaint, which defendants raised for the first time in their reply papers, may not be considered by the court. To the extent that defendants seek a change of venue as of right, asserting that plaintiff did not reside in New York County at the time the action commenced, their motion is untimely pursuant to CPLR §§ 510(a) and 511 as they failed to serve a demand to change venue with their answer or before service of their answer. Moreover, appended to defendants' initial moving papers is a roster that lists plaintiff's address as "MIGUEL SANFIZ DIAMONDS AND FINE JEWELRY, 36 WEST 47TH STREET #17, NEW YORK, NEW YORK 10036." As to its denial of a discretionary change of venue pursuant to CPLR § 510(2) and (3), the court agrees with plaintiff that defendants offer no explanation why they did not seek to change venue until one year and one half after service of the summons and complaint and after substantially all the discovery has been completed. Moreover, the affidavits of witnesses who defendants state are willing to testify fail to state the manner in which they would be inconvenienced by a trial in New York County, but make only conclusory assertions, which are insufficient to warrant a discretionary change of venue. See Gisson v Boy Scouts of America, 26 AD3d 289 (1st Dept 2006).

employee at the store. Fiore died prior to the commencement of this action.

Plaintiff claims that, during 2009 and 2012, Fiore and Danielle received jewelry and precious stones from plaintiff on consignment to show prospective buyers. He continues that Fiore and Danielle took an inventory and wrote down each item that was to be consigned. Danielle signed each inventory sheet. The memorandum provided by plaintiff shows that the items were listed, with a description, and a heading at the top that read as follows:

Miguel Sanfiz diamonds and fine jewelry . . .
consigned to Van Chion Fine Jewelry . . . The
goods described and values below are
delivered to you for EXAMINATION AND
INSPECTION ONLY and are the property of
MIGUEL SANFIZ . . . and shall be returned to
them on demand. Such merchandise, until
returned to them and actually received, are
at your own risk from all hazards. NO RIGHT
OR POWER IS GIVEN TO YOU TO SELL, PLEDGE,
HYPOTHECATE OR OTHERWISE DISPOSE OF THIS
MERCHANDISE regardless of prior transactions.
A sale of this merchandise can be effected
and title will pay only if, as and when
MIGUEL SANFIZ shall agree to such sale . . .

Plaintiff claims that, despite due demand, Fiore and Danielle have refused to return certain consigned goods.

During the years 2009 and 2011, Fiore and Danielle also purchased goods from plaintiff. These purchased goods were reflected in invoices. According to plaintiff, despite "due demand . . . [they] have neither returned nor paid for certain

purchased goods.”

Plaintiff's complaint has nine causes of action. The first cause of action, alleged against Fiore and Danielle, is for breach of contract for consigned goods. Plaintiff argues that, by signing the memorandum for the inventory of consigned goods received, Fiore and Danielle agreed to ensure that the consigned goods were safe until they were returned to plaintiff. When plaintiff demanded, yet did not receive, certain consigned goods, Fiore and Danielle breached the terms of the memorandum. Plaintiff states that he has been damaged in the amount of \$50,525.00, plus interest.

The second cause of action also alleges breach of contract of purchased goods. According to plaintiff, Fiore and Danielle signed invoices stating that they had purchased goods from plaintiff. Despite guaranteeing payment for these various jewelry and precious stones, Fiore and Danielle allegedly did not return or pay for these goods. As a result of this alleged breach, plaintiff states that he has been damaged in the amount of \$59,573.00 plus interest.

The third cause of action, grounded in conversion, is against all defendants. Plaintiff writes that his purchased and consigned goods were retained by Fiore and Danielle or diverted to Glenn or Van Chion LLC. In addition, plaintiff alleges that some of the consigned or purchased goods were sold, transferred

or consigned to third parties doing business with all of the defendants. As defendants have not returned this merchandise to plaintiff despite his demands, they have "wrongfully converted certain Purchased and Consigned Goods for their own use and financial gain in derogation of Plaintiff's rights." Plaintiff claims that he has been damaged in the amount of \$110,098.00, plus interest. He is also seeking punitive damages as a way to "send a message."

In the fourth cause of action, plaintiff alleges that all defendants were unjustly enriched in the amount of \$110,098.00 by keeping certain merchandise without making a payment to plaintiff.

Plaintiff's fifth cause of action seeks an accounting from all defendants for all the consigned and purchased goods. He also is seeking an imposition of a constructive trust in the amount of \$110,098.00 upon the assets of defendants.

The sixth cause of action is one for replevin against all defendants. Plaintiff states that the consigned goods still remain his property and that he is entitled to immediate possession of the goods.

In the seventh cause of action for fraudulent conveyance, plaintiff alleges that defendants entered into financial arrangements whereby their assets were diverted, rendering them insolvent. Plaintiff maintains that his purchased and consigned

goods, and the "proceeds thereof, were diverted with the actual intent to hinder, delay, or defraud Plaintiff as a creditor." In addition, these acts were allegedly in violation of the New York Debtor and Creditor Law (DCL) §§ 273 and 276.

Plaintiff contends in the eighth cause of action that defendants sold, secreted or transferred the jewelry previously located at the Van Chion storefront without making payment to creditors, including plaintiff. Grounded in fraud, this cause of action sets forth that defendants secured the jewelry with sham UCC filings to prevent creditors, such as plaintiff, from recovering the goods. According to plaintiff, defendants never intended to pay for the goods they received. He states that Van Chion LLC, is now "judgment proof," and that defendants vacated their place of business overnight, disappearing with all of the fixtures and goods.

In the ninth cause of action, plaintiff argues that he is entitled to a permanent injunction against all of the defendants restraining them from further engaging in the sale of plaintiff's goods, compelling them to turn over plaintiff's goods, and also forcing them to assign to plaintiff all accounts receivable and any right to payment from the sale of such goods.

In its motion for summary judgment, defendants set forth that Danielle is not a member of Van Chion LLC. Danielle was an employee, who was charged with tracking the inventory of the

store. They claim that, as an employee, she cannot be held liable for the LLC's debts. In addition, defendants note that plaintiff refers to the consignment memorandum as a contract between himself and Van Chion LLC.

Defendants state that plaintiff knew that Van Chion LLC had to shut down due to poor economic times. As a result, according to defendants, although plaintiff entered into a contract with a corporate defendant who has no assets as a result of a failed business, he allegedly is improperly pleading liability against the individuals. In actuality, according to defendants, plaintiff "has failed to plead any breach of contract causes of action against the LLC, which is Plaintiff's proper and only appropriate form of recourse."

Defendants argue that summary judgment must be granted dismissing the conversion claim because the defendants no longer possess the consigned goods, as they were either sold or returned to plaintiff. And, because there is no proof that Danielle or Glenn were ever personally in possession of the goods. According to defendants, plaintiff came to the store in January 2013, just prior to its closing, and took back every item that remained on consignment.

Defendants argue that the unjust enrichment cause of action is precluded as there is a valid written agreement between the LLC and plaintiff which covers the dispute between the parties.

In addition, according to defendants, there are no facts alleged to support how the individual defendants may have been unjustly enriched.

Defendants argue that plaintiff is not entitled to an accounting, as, among other things, plaintiff's damages flow from an alleged breach of contract, not a breach of fiduciary duty. In addition, plaintiff allegedly has failed to plead that he asked for, and was denied, an accounting. With respect to the constructive trust, defendants maintain as plaintiff has not alleged that a fiduciary relationship existed between plaintiff and defendants, his claim for a constructive trust must fail.

Defendants contend that plaintiff has not provided any evidence that they made fraudulent transfers. According to defendants, Van Chion LLC "had every right to sell the goods it was holding on consignment" and that plaintiff's remedy is to recover any balance due to him as a result of the sales from Van Chion LLC.

With respect to the fraud claim, defendants argue, among other things, that plaintiff cannot plead the necessary element of a misstatement of fact at the time the agreement was entered into. According to defendants, plaintiff was aware the business was shutting down. Defendants refute the accusations that Van Chion secreted the jewelry. They argue that plaintiff received at least \$346,194.00 in payments on account of the goods he

consigned to Van Chion LLC. In addition, defendants claim that transactional records provided to the court establish that, of the \$144,423 due to plaintiff for items on consignment from January 2009 through January, 2013, a minimum of \$115,488.00 was paid to plaintiff. According to defendants, this would leave, at most, \$27,935.00 owed to plaintiff out of the Van Chion LLC's debts.

Danielle submits an affidavit confirming that she was an employee of the store who was charged with tracking the inventory in the store. She states that the memorandum show that plaintiff's items were consigned to Van Chion LLC and that she did not sign the inventory in any personal capacity, but as an employee. Danielle states that plaintiff personally appeared at the storefront in January 2013, while she was working, and took back each item which remained in the store. Danielle further states that she does not have possession of plaintiff's goods and that she never received any benefit from the sale of plaintiff's goods, as she was only an employee. Among other things, Danielle notes that there are no facts to support how she, as an employee of Van Chion LLC, was somehow engaged in improper acts outside the ordinary course of Van Chion LLC's business.

Glenn's affidavit notes that the business failed and that it owed a substantial debt to the landlord. Prior to its closing, Van Chion LLC returned all of the items on consignment to their

rightful owners, including all of the items that belonged to plaintiff.

Defendants contend that plaintiff is one of several creditors who have claims against Van Chion LLC based on its inability to satisfy its debts. The business failed in 2013 allegedly as a result of an economic recession. As a result, defendants claim that plaintiff cannot allege any facts that establish that Van Chion LLC engaged in any other acts so as to render it judgment proof.

Finally, defendants argue that plaintiff should not be awarded a permanent injunction as there is an adequate remedy at law; a breach of contract action against Van Chion LLC. And, among other things, defendants claim that plaintiff has already retrieved the balance of his goods.

On reply, despite going to the store to collect his items, plaintiff states that he is still missing certain consigned goods. He claims that, in 2011, he attempted to retrieve his merchandise but was not allowed to. According to plaintiff, Glenn instructed the employees not to return plaintiff's merchandise and to prevent plaintiff from entering the store. This instruction was "reiterated" by Danielle, when she was working at the store.

Plaintiff believes that defendants orchestrated this insolvency as a way to evade payments of their debts. He claims

that Van Chion LLC created an "illusion" that they were not going out of business. According to plaintiff, he was returned his merchandise in "increments," allowing defendants to "allow their bust out scheme to come to fruition while baiting me to consign more merchandise to them." Plaintiff has identified merchandise in the amount of approximately \$99,609 that he believes either was unlawfully retained or has not been paid for by defendants.

Plaintiff believes that the individual defendants should be held liable for Van Chion LLC's actions because they allegedly filed a sham financial statement in their names. Plaintiff attaches a public record whereby the Glenn Feldman Children Irrevocable Trust was named as a secured party in a financing statement. Plaintiff states that Danielle, as a child in the trust, "was an active participant who knowingly, willingly and voluntarily furthered the scheme to deprive plaintiff from what was rightfully his as a beneficiary of the Glenn Feldman Children Irrevocable Trust." Plaintiff further argues that the individual defendants should be held liable for their "affirmative misdeeds in unlawfully retaining plaintiff's goods"

During oral argument, the court inquired as to the allegations against the individual defendants, including those against Danielle, who was an employee at the store. The court stated, "I'm not sure any of the allegations are particular to Danielle Feldman, by the way." Counsel for plaintiff claimed

that, although Danielle was just an employee of Van Chion LLC, she is part of the Glenn Feldman Child Irrevocable Trust, which is listed as a secured creditor of LLC. Counsel noted that he did not sue the irrevocable trust. After discussion, counsel for plaintiff conceded to dismiss the breach of contract causes of action that were alleged as against Danielle.

DISCUSSION

I. Summary Judgment

"The proponent of a motion for summary judgment must demonstrate that there are no material issues of fact in dispute, and that it is entitled to judgment as a matter of law."

Dallas-Stephenson v Waisman, 39 AD3d 303, 306 (1st Dept 2007).

Upon proffer of evidence establishing a prima face case by the movant, "the party opposing a motion for summary judgment bears the burden of producing evidentiary proof in admissible form sufficient to require a trial of material questions of fact [internal quotation marks and citations omitted]." People v Grasso, 50 AD3d 535, 545 (1st Dept 2008). In considering a summary judgment motion, evidence should be "viewed in the light most favorable to the opponent of the motion." Grasso, 50 AD3d at 544. The function of the court is one of issue finding, not issue determination. Ferrante v American Lung Assn., 90 NY2d 623, 630 (1997).

Defendant Ron Fiore

Fiore died prior to the commencement of this action. As a result, all causes of action asserted against him are a nullity. See e.g. Maldonado v Law Off. of Mary A. Bjork, 64 AD3d 425, 426 (1st Dept 2009) ("Since one cannot commence an action against a deceased person, this action was a nullity from its inception").

Breach of Contract

As previously mentioned, plaintiff has conceded to dismiss the first and second breach of contract causes of action as against Danielle.

Conversion

Plaintiff claims that all of the defendants retained his consigned and purchased goods, despite plaintiff's demand for their return. In addition, defendants wrongfully converted these goods for their own use and financial gain. Defendants contends that the goods were either sold to third parties or that plaintiff retrieved them.

A conversion takes place when someone, intentionally and without authority, assumes or exercises control over personal property belonging to someone else, interfering with that person's right of possession. Two key elements of conversion are (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 [internal citations omitted].

Colavito v New York Organ Donor Network, Inc., 8 NY3d 43, 49-50

(2006).

Although the amount owed to plaintiff is in dispute, Van Chion LLC may owe money to plaintiff for his goods. As defendants cannot demonstrate that there are no material issues of fact in dispute, plaintiff has met the criteria to satisfy the pleading requirement of a conversion claim. Nonetheless, even drawing all inferences in favor of the nonmoving party, plaintiff provides no evidence to establish that Glenn or Danielle individually had possession of plaintiff's goods. Accordingly, summary judgment is only granted dismissing the conversion claim as against Danielle and Glenn.

Unjust Enrichment

"[W]here there is an express contract no recovery can be had on a theory of implied contract. Without in some manner removing the express contract . . . it is not possible to ignore it and proceed in *quantum meruit* [internal quotation marks and citation omitted]." SAA-A, Inc. v Morgan Stanley Dean Witter & Co., 281 AD2d 201, 203 (1st Dept 2001). As it is undisputed that plaintiff had a contract with Van Chion LLC for his purchased and consigned goods, defendants are granted summary judgment dismissing this cause of action as against them. It is irrelevant that, for whatever reason, plaintiff did not actually bring a cause of action for breach of contract against the proper party, Van Chion LLC.

In addition, plaintiff has not provided any evidence to

demonstrate how Danielle and Glenn were personally unjustly enriched. The breach of contract action has already been dismissed as against Danielle. Danielle, acting as an employee taking inventory for the store, did not intend to be bound to the corporation's debts. See e.g. I. Kasziner Diamonds, Ltd. v Zohar Creations, Ltd., 146 AD2d 492, 493 (1st Dept 1989). Although plaintiff alleges that Glenn instructed employees to prevent plaintiff from retrieving his goods, in his dealings with plaintiff, he was acting on behalf of Van Chion LLC. Plaintiff fails to submit any evidence to raise a triable issue of fact, in this cause of action, as well as the remaining ones, that warrants piercing the corporate veil to hold Glenn personally liable. See e.g. Colucci v AFC Constr., 54 AD3d 798, 799 (2d Dept 2008) ("The plaintiffs similarly failed to raise an issue of fact as to whether Catanzaro abused the corporate form in order to commit a wrong which injured them, so as to warrant the piercing of Southbayview's corporate veil in order to hold him personally liable").

Accounting and Constructive Trust

Plaintiff is seeking an accounting for all consigned and purchased goods and the imposition of a constructive trust upon defendants' assets. "The right to an accounting is premised upon the existence of a confidential or fiduciary relationship and a breach of the duty imposed by that relationship respecting property in which the party seeking the accounting has an

interest [internal quotation marks and citation omitted]." Adam v Cutner & Rathkopf, 238 AD2d 234, 242 (1st Dept 1997). To state a cause of action for the imposition of a constructive trust, plaintiff must demonstrate, among other factors, that he had a "confidential or fiduciary relationship" with defendants. Dalton v Union Bank of Switzerland, 134 AD2d 174, 177 (1st Dept 1987).

Plaintiff has not provided any evidence to establish that he had a fiduciary relationship with any of the defendants. He merely alleges a normal business relationship between the parties, which does not rise to the level of a fiduciary relationship. See e.g. EBC I, Inc. v Goldman Sachs & Co., 91 AD3d 211, 214 (1st Dept 2011) ("A conventional business relationship between parties dealing at arm's length does not give rise to fiduciary duties [internal quotation marks and citation omitted]"). As set forth above, lack of a fiduciary duty precludes plaintiff from sustaining a cause of action for both an accounting and a constructive trust.

Replevin

In order to establish a cause of action for replevin, the plaintiff must demonstrate that defendants are "in possession of certain property of which the plaintiff claims to have a superior right." Batsidis v Batsidis, 9 AD3d 342, 343 (2d Dept 2004). Defendants maintain that all of the consigned goods have been sold to third-parties or retrieved by plaintiff. As plaintiff has not provided any evidence that defendants are still in

possession of any of his goods, defendants are granted summary judgment dismissing the cause of action for replevin.

Fraudulent Conveyance

Plaintiff claims that defendants entered into financial arrangements whereby their assets, including plaintiff's goods, were diverted without fair consideration. This alleged diversion purportedly rendered defendants insolvent. He claims that this diversion was done with actual intent to defraud plaintiff as a creditor. Plaintiff further claims that defendants' acts were in violation of Debtor and Creditor Law (DCL) §§ 273 and 276.

Although plaintiff claims that issues of fact remain as to whom and for how much plaintiff's goods were sold, defendants were allowed to sell plaintiff's goods on consignment and there was no wrong in doing so.

Under DCL § 273, a conveyance is considered fraudulent if it lacks consideration and it is incurred by a person who is or will be thereby rendered insolvent. Plaintiff has not established defendants were insolvent when they sold his consigned goods.

For a conveyance to be fraudulent under DCL § 276, actual intent to hinder, delay or defraud must occur. It is plaintiff's burden to prove actual fraud by clear and convincing evidence.

Marine Midland Bank v Murkoff, 120 AD2d 122, 126 (2d Dept 1986).

"[F]raudulent intent, by its very nature, is rarely susceptible to direct proof and must be established by inference from the

circumstances surrounding the allegedly fraudulent act.” Id. at 128. Plaintiff had been doing business with defendants, who were a legitimate LLC, for many years. Plaintiff has not provided any evidence that any of the sales of his consigned good were made as a way to defraud plaintiff. Nor does he provide any evidence that defendants engaged in fraudulent transfers to defraud plaintiff as a creditor or that they set up sham financial agreements with intent to defraud him or other creditors. Therefore, defendants are granted summary judgment dismissing this cause of action as against them.

Fraud

In order to succeed in a claim for fraud, plaintiff must prove “a misrepresentation or a material omission of fact which was false and known to be false by defendant, made for the purpose of inducing the other party to rely upon it, justifiable reliance of the other party on the misrepresentation or material omission, and injury.” Lama Holding Co. v Smith Barney, 88 NY2d 413, 421 (1996). Plaintiff believes that defendants created “sham UCC filings” to prevent him from obtaining recovery of his goods. Nonetheless, he cannot demonstrate that defendants made any misrepresentations to him. Moreover, as argued by defendants, plaintiff cannot sustain a cause of action for fraud “where, as here, the only fraud claimed relates to an alleged breach of contract.” Hylan Elec. Contr., Inc. v MasTec N. Am., Inc., 74 AD3d 1148, 1149 (2d Dept 2010).

Injunctive Relief

"The party seeking a preliminary injunction must demonstrate a probability of success on the merits, danger of irreparable injury in the absence of an injunction and a balance of equities in its favor." Nobu Next Door, LLC v Fine Arts Hous., Inc., 4 NY3d 839, 840 (2005), citing CPLR 6301. Injunctive relief cannot be granted, among other reasons, because plaintiff cannot demonstrate how he would sustain irreparable injury. Plaintiff can be adequately compensated by money damages. Zodkevitch v Feibush, 49 AD3d 424, 425 (1st Dept 2008).

Punitive Damages

In the complaint, plaintiff requests that a jury award punitive damages as a way to send a message that defendants' alleged conduct was unacceptable and morally reprehensible. To recover punitive damages, a plaintiff must demonstrate by "clear, unequivocal and convincing evidence, egregious and willful conduct that is morally culpable, or is actuated by evil and reprehensible motives [internal quotation marks and citations omitted]." Munoz v Poretz, 301 AD2d 382, 384 (1st Dept 2003). As plaintiff has not come forward with any evidence that defendants' conduct meets this criteria, punitive damages are unavailable. Moreover, and in any event:

'Punitive damages are not recoverable for an ordinary breach of contract as their purpose is not to remedy private wrongs but to vindicate public rights'. 'Thus a private party seeking to recover punitive damages must not only demonstrate egregious tortious conduct by which he or she

was aggrieved, but also that such conduct was a part of a pattern of similar conduct directed at the public generally.'

Fulton v Allstate Insurance Company, 14 AD3d 380, 381 (1st Dept 2005) (citations omitted).

Plaintiff comes forward with neither allegations nor evidence that raises an issue of fact with respect to such claims.

Sanctions

In its discretion, the court will not impose sanctions.

CONCLUSION

Accordingly, it is

ORDERED that the part of defendants' motion that seeks a change of venue from New York County to Suffolk County is denied; and it is further

ORDERED that the part of defendants' motion for summary judgment for dismissal of the first and second causes of action as against Danielle Feldman is granted; and it is further

ORDERED that the part of defendants' motion for summary judgment for dismissal of the third, fourth, fifth, sixth, seventh, eighth and ninth causes of action as against all defendants is granted with respect to the first, second, fourth, fifth, sixth, seventh, eighth and ninth causes of action. The motion is also granted dismissing the third cause of action as against Glenn Feldman and Danielle Feldman, however the motion is denied with respect to the third cause of action as against Van

denied with respect to the third cause of action as against Van Chion of Huntington LLC; and it is further

ORDERED that the remainder of the defendants' motion is denied; and it is

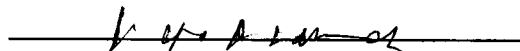
ORDERED that plaintiff's request for punitive damages is dismissed; and it is further

ORDERED that the complaint is hereby severed and dismissed as against Danielle Feldman and Glenn Feldman, and the Clerk is directed to enter judgment in favor of said defendants with costs and disbursements to said defendants as taxed by the Clerk upon submission of an appropriate bill of costs; and it is further

ORDERED that the remaining claim shall continue.

Dated: April 5, 2016

ENTER:



DEBRA A. JAMES

J.S.C.