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

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Liberty Square Realty Corp.,

Plaintiff,

-against-

The Doe Fund, Inc., Boricua Village Housing Development Fund Co., Inc., et al.,

Defendants.

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DECISION AND ORDER
Index No. 302595/2011

Hon. Lewis J. Lubell, J.S.C.
IA Part 19A

The following motions are consolidated for disposition and decided herein:

Papers (Defendant City's motion to dismiss)	Numbered
Notice of motion	1
Cross-motion	2
Opposition	3
Memoranda, Transcript of oral argument	4, 5, 6

Papers (Motion to dismiss by defendants The Doe Fund, Inc. and Boricua Village Housing Development Fund Co., Inc.)	Numbered
Notice of motion	1
Opposition	2
Reply	3

Papers (Motion by plaintiff to transfer the action to the City Part)	Numbered
Notice of motion	1
Opposition	2
Reply	3

Papers (Motion by plaintiff to amend the complaint and to consolidate)	Numbered
Notice of motion	1
Opposition	2, 3
Reply	4

These four motions[1] concern the sale at auction by the City of New York ("City") of the former Bronx Borough Courthouse ("former Courthouse"),[2] located at 513 E. 161st St., to plaintiff by deed dated December 22, 1998. Among the issues to be decided on these motions is whether plaintiff's deed from the City for the former Courthouse may include a demapped street adjacent to the front of the former Courthouse, or, alternatively, whether plaintiff may have obtained express or implied easements for vehicular access to the former Courthouse.

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[1]These four motions were originally submitted to Hon. Norma Ruiz. They were subsequently transferred to Justice McKeon, the preceding Administrative Judge of Civil Matters of the Twelfth Judicial District. On March 20, 2018, the motions were administratively transferred to the undersigned to facilitate their resolution (*see generally* 22 NYCRR 202.8[a] [motions shall be returnable before assigned Justice]; 22 NYCRR 202.1[b] [compliance with 202.8 may be waived for good cause and in the interest of justice]).

[2]In connection with designating the former Courthouse as a landmark, the Landmarks Preservation Commission stated:

> "The Bronx Borough Courthouse, occupying a prominent site on 161st Street between Brook and Third Avenues, was built between 1905 and 1915. Designed by Michael J. Garvin, a local architect, the courthouse is a fine example of a classically-inspired Beaux-Arts style civic structure. Built to serve various borough courts, the courthouse also came to symbolize the county status which the Bronx achieved in 1914. . . .
>
> "The four-story granite courthouse building, which may be viewed from all sides, roughly conforms to the shape of the block, although designed in a symmetrical manner with projecting central pavilions at the north and south elevations. The main entrance facade is oriented to East 161st Street. The two-story base, above a heavy water table, is faced with rusticated stone bands, punctuated by deeply recessed windows and by double-height arched entrances on the north and east elevations. The stone bands and mortar channels form stylized voussoirs above the first-story windows, while at the arched entrances these elements form archivolts. Oversized keystones with torch motifs are in the arches." (*Report of the Landmarks Preservation Commission*, July 28, 1981, available at http://s-media.nyc.gov/ agencies/ lpc/lp/1076.pdf [last visited March 7, 2018].)

To accommodate the irregularly shaped lot on which it is located, the building's footprint occupies a trapezoidal parcel. When first built, the building was bounded by Brook Avenue (to the west), Third Avenue (to the south and east), and 161st Street (to the North).

Prior to plaintiff's purchase in 1998 of the former Courthouse, 161st Street (between Brook and Third Avenues) was demapped by the City.[3] The demapping was accomplished as part of an urban renewal plan entitled the Melrose Commons Urban Renewal Plan (May 1994) ("the Melrose Plan"). The plan clearly indicated that certain streets would be demapped, and specifically, that 161st Street, between Brook and Third Avenues, would be eliminated to form "developable land, mapped park or open space." An April 20, 1994 resolution adopted by the City Planning Commission clearly indicates that the demapping of streets (including the street abutting the former Courthouse) and the amendment of the City map was undertaken pursuant to New York City Charter 197-c[4] and 199, and pursuant to New York City Administrative Code 5-430, *et seq.*,[5] in order to facilitate the Melrose Plan. The City map was accordingly amended after public hearings, in accordance with Uniform Land Use Review Procedure (ULURP), and the appropriate resolutions and map changes were filed.

The former Courthouse had been abandoned for a long period of time and had fallen into disrepair by the time the decision was made to sell the structure at auction. The surrounding area was also blighted, and was the subject of urban renewal plans.

[3] This area is referred to herein as the "demapped street" or "demapped area."

[4] New York City's Uniform Land Use Review Procedure is codified at New York City Charter §§ 197-c and 197-d.

[5] These sections of the Administrative Code specify procedures for the condemnation of City Streets.

Access to the interior of the former Courthouse was restricted due to the presence of asbestos.

Plaintiff purchased the property, as previously indicated, at a public auction. Inspection was not permitted of the interior due to the asbestos contamination. The "Terms and Conditions of Sale" provided that, "[d]escriptions made in sales catalogs and auction brochures. . . or statements made by officials, agents and employees of the City concerning the property are for informational purposes only and should be verified by Purchasers." The December 22, 1998 deed refers to the property as Block 2365, Lot 35, a/k/a 513 East 161st Street. There is no other property description, or a metes and bounds description of the property.

The deed does not refer to any filed maps or plats, or to any easements, other than to state that the sale is "*subject to* ... easements affecting the subject property." (Emphasis added.) However, at the time of the conveyance, plaintiff claims that the City's closing attorney drew on a tax map an irregularly shaped circle around the parcel to indicate the property *and easements* that were being conveyed. The hand-drawn marking encompasses the surrounding streets[6] as drawn on the map, including East 161st Street, and then extends outward from the irregularly-shaped circle to encompass East 161st Street across Brook Avenue, up to Washington Avenue. There are no notations or markings to indicate the purpose of the hand-drawn shape.

Subsequent to the sale of the former Courthouse, the City transferred the demapped parcel to defendant Boricua Village Housing Development Fund, Co., Inc. ("Boricua Village"), in connection with the Melrose Plan. The area in front of plaintiff's

[6] The tax map containing the hand-drawn circular shape did not indicate that East 161st Street was closed and discontinued.

premises thus became private property, improved as an open area or pedestrian mall.

In this action, plaintiff alleges that the demapped parcel was part of the premises sold to it, as indicated by the hand-drawn shape on the tax map allegedly made by the City's closing attorney. In the alternative, plaintiff claims that it has an easement across 161st Street for access to plaintiff's loading dock, trash removal, handicapped entrances, and for other uses of its property.

Defendants The Doe Fund, Inc. and Boricua Village (collectively referred to as "Boricua defendants") previously moved by order to show cause for injunctive relief directing plaintiff to remove a fence located on the demapped portion of East 161st Street between Third Avenue and Brook Avenue. The Boricua defendants alleged that plaintiff's fence was located on the Boricua defendants' property. The court (Ruiz, J.) granted the injunction to remove the fence. (*Liberty Square v. The Doe Fun Inc.*, 2012 N.Y. Misc. LEXIS 6610, 2012 N.Y. Slip Op. 33649(U) [Sup. Ct., Bx. Co.].)

Four motions are now pending before the Court.

City's Motion and Boricua Defendants' Cross-Motion to Dismiss

Defendant City moves for an order pursuant to CPLR 3211 dismissing the complaint under various paragraphs of that statute. The Boricua defendants cross-move for dismissal of the City's cross-claims against the Boricua defendants on the ground that there is no valid cause of action by plaintiff against defendant City, and consequently no basis for the cross-claims.

A motion to dismiss based on documentary evidence pursuant to CPLR 3211(a)(1) may be granted only where the documentary evidence "utterly refutes" the plaintiff's factual allegations, resolves all factual issues as a matter of law, and conclusively disposes of the claims at issue. (*Goshen v. Mut. Life Ins. Co.*, 98 N.Y.2d 314

[2002].) As stated in *Dixon v. 105 W. 75th St. LLC* (148 A.D.3d 623, 626-627 [1st Dept. 2017]):

> "Dismissal of a complaint pursuant to CPLR 3211(a)(1) is only appropriate where the documentary evidence presented conclusively establishes a defense to the plaintiff's claims as a matter of law (*Leon v. Martinez*, 84 N.Y.2d 83, 88 [1994]). The documents submitted must be explicit and unambiguous (*see Bronxville Knolls v. Webster Town Ctr. Partnership*, 221 A.D.2d 248, 248 [1st Dept. 1995]). In considering the documents offered by the movant to negate the claims in the complaint, a court must adhere to the concept that the allegations in the complaint are presumed to be true, and that the pleading is entitled to all reasonable inferences (*see Leon*, 84 NY..2d at 87-88). However, while the pleading is to be liberally construed, the court is not required to accept as true factual allegations that are plainly contradicted by documentary evidence (*Robinson v. Robinson*, 303 A.D.2d 234, 235 [1st Dept. 2003])."

"On a motion to dismiss a cause of action pursuant to CPLR 3211(a)(5) on the ground that it is barred by the statute of limitations, a defendant bears the initial burden of establishing, prima facie, that the time in which to sue has expired. In considering the motion, a court must take the allegations in the complaint as true and resolve all inferences in favor of the plaintiff. Further, plaintiff's submissions in response to the motion must be given their most favorable intendment." (*Benn v. Benn*, 82 A.D.3d 548, 548 [1st Dept. 2011] [internal quotation marks and citations omitted]; *see also Norddeutsche Landesbank Girozentrale v. Tilton*, 149 A.D.3d 152, 158 [1st Dept. 2017].)

In considering the sufficiency of a pleading subject to a motion to dismiss for failure to state a cause of action under CPLR 3211(a)(7), the court's role is to determine whether, accepting as true the factual averments of the complaint, plaintiff can succeed upon any reasonable view of the facts stated. (*Campaign for Fiscal Equity v. State of New York*, 86 N.Y.2d 307, 318 [1995]). On a motion to dismiss a complaint pursuant to CPLR 3211(a)(7), the plaintiff is entitled to all reasonable inferences that can be drawn from the complaint, and the allegations therein must be construed in favor of the plaintiff.

(*Sokoloff v. Harriman Estates Dev. Corp.*, 96 N.Y.2d 409, 414 [2001]). When analyzing the complaint in the context of a motion to dismiss, the court must discern whether the facts as alleged fit within any cognizable legal theory. (*Id.*; *Leon v. Martinez*, 84 N.Y.2d at 88 – 89.)

"When evidentiary material is considered on a motion to dismiss a complaint pursuant to CPLR 3211(a)(7), and the motion has not been converted to one for summary judgment, the criterion is whether the plaintiff has a cause of action, not whether he or she has stated one, and, unless it has been shown that a material fact as claimed by the plaintiff to be one is not a fact at all and unless it can be said that no significant dispute exists regarding it, dismissal should not eventuate." (*Wells Fargo Bank N.A. v. E & G Dev. Corp.*, 138 A.D.3d 986, 986–987 [2d Dept. 2016] [citation omitted].)

With the foregoing principles in mind, it is evident that no claim may be raised by plaintiff that it has any ownership interest or any type of express easement in the demapped street. The deed unambiguously conveys only Lot 35 to plaintiff. A deed, unambiguous on its face, cannot be varied by extrinsic evidence. (*See McConnell v Wright* (151 A.D.3d 1525, 1526 [3d Dept. 2017].) As noted, the deed did not refer to any extrinsic document. There was no reference to any map, and specifically, no reference to the map containing the hand-drawn circle. Thus, no extrinsic document was incorporated by reference into the deed.

The "map" allegedly created by the City's closing attorney (assuming this allegation to be true on this motion to dismiss) and filed by plaintiff could not create any property rights, either as to ownership or easements. There is no notation explaining the meaning of the hand-drawn circular shape. Indeed, the shape inexplicably extends to and encompasses 161st Street between Washington and Brook Avenues, an area that has no

relation to plaintiff's property.

Even if intended by a closing attorney to encompass property rights beyond those expressed in the deed, the document prepared by the attorney would be insufficient to do so. In itself the map has no intrinsic meaning, and it creates no ambiguity in the deed. Moreover, the terms of sale specifically exclude any reliance by plaintiff on any oral or written representations as to the state of title and the property conveyed.[7]

Moreover, the alleged representations of the closing attorney, assuming they were made, could not do any violence to the filed map changes undertaken after numerous public hearings, by the duly appointed executive and legislative branches of New York City government, in accordance with the New York City Charter and the Administrative Code. The official map changes extinguishing the street were effectuated with public notice, following public hearings, under the ULURP. (New York City Charter §§ 197-c and 197-d). The ULURP itself constitutes a substitute procedure for condemnation, apart from the Eminent Domain Procedure Law. (*Matter of City of New York (Grand Lafayette Props. LLC*, 6 N.Y.3d 540, 544 [2006] [approving the City's use of its ULURP procedures as "an alternate condemnation procedure authorized under EDPL 206 (C)"]; see *Matter of Sanitation Garage Brooklyn Dists. 3 & 3A*, 32 A.D.3d 1031, 1034 [2006] [City's ULURP proceedings satisfied the exemption provision of EDPL 206 (A)].) Disturbing the results of the City's execution of the ULURP would manifestly be beyond the authority of the City's closing attorney.[8]

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[7] The diagram could hardly be termed an "express easement" as it contained no words of conveyance, and identified no parties.

[8] Plaintiff argues that the City could not sell the demapped street to Boricua Village without a further condemnation proceeding. The logic underlying this argument is that the City intended to and did convey the street to plaintiff. It is plain that a condemnation proceeding had occurred under ULURP and the Administrative Code, and that the street

Furthermore, plaintiff's claim sounding in inverse condemnation is barred by the three-year statute of limitations. (*Linzenberg v. Town of Ramapo*, 1 A.D.3d 321, 322 [2d Dept. 2003].)

Plaintiff also argues that it acquired an easement in the demapped street. Plaintiff argues, first, that it has an easement by necessity. While it may have been more convenient for plaintiff to have continued vehicular access[9] to the stairways, loading docks, and vaults abutting 161st Street, plaintiff cannot claim an easement by necessity, as clearly there remains street access on the other sides of the building. (*See Simone v. Heidelberg*, 9 N.Y.3d 177, 182 [2007] [defendants' need to access off-street parking was a mere convenience, and no easement by necessity was created].)

Plaintiff further claims that an implied easement arose because at the time of the conveyance, the City owned both the former Courthouse and the bed of the adjoining street, and thus under common law principles the City's conveyance to it included an implied easement of access to the bed of the street. This argument is also untenable.

First, the attendant circumstances negate any supposition that the City "changed its mind," as plaintiff argues, and decided to effectively re-open the street and convey an easement to plaintiff. There is no evidence to support this supposition.[10] Second, even

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had been demapped and extinguished.

[9] It appears that pedestrian access to the East 161st Street side of the former Courthouse is not impeded.

[10] Plaintiff argues that the street demapping and closure was intended to include the former Courthouse in the Melrose Plan; that the urban renewal plan was changed to exclude the former Courthouse from the urban renewal zone; and that the demapping of East 161st Street was thus rendered "inconclusive" or "obsolete." The City has shown by documentary evidence that the former Courthouse was not part of the urban renewal zone. In any event, the street demapping was clearly fully accomplished and completed. Moreover, whether or not the former Courthouse was or was not intended to be part of the urban renewal district, and then later removed, the purpose of the demapping of 161st

under common law principles, and without reference to the attendant circumstances, no implied easement arose because the deed contained no description of the property as "abutting" or "bounded by" the street. (*See Cashman v. Shutter*, 226 A.D.2d 961, 962 [3d Dept. 1996] [a deed describing the land being conveyed as bounded by a road owned by the grantor creates an easement by implication in that road].)[11]

Here, the only description of the deeded property was a block and lot number, the street address, and the statement that the property was sold "as is." There was no "subdivision map," and, indeed, the only map that could properly govern would be the City's map showing the street as extinguished. Under these circumstances, no implied easement to use of the street was created. (*See Palma v. Mastroianni*, 276 A.D.2d 894, 894 [3d Dept. 2000].)

Further, no easement of light, air and access arose by virtue of plaintiff's rights as an abutting owner on a public street, for the simple reason that the demapped area of 161st Street had been demapped and extinguished at the time of plaintiff's purchase. Plaintiff was never an owner with a right of access to 161st Street, as the street did not legally exist at the time of the purchase.

Street abutting the former Courthouse was not affected. In other words, the demapping served the same function as it does today – to provide a pedestrian zone adjacent to structures built in the urban renewal zone, irrespective of whether or not the Court was or was not to be included in the urban renewal zone.

[11] Even if the deed had described the property sold as "bounded" by 161st Street, which it did not, no title or easement to the street would arise under common law principles. "Usually, a description of property includes as one of the boundaries a street or highway. When land is bounded by a street, highway or road, it is generally presumed that the title conveyed extends to the center of the street... Such reasoning can be offset by a contrary presumption, namely that a municipality would not convey the ownership and control of a public street once vested in it for the public benefit. Thus, ... in the absence of a more definite description, a public authority's grant of title to property, bounded by, or upon, a city street, carried only to the edge of the street." 12-125 Warren's Weed New York Real Property § 125.29 (2017).

Lastly, plaintiff seeks to hold the City liable for alleged damage to its building arising out of the failure of the City to require the Boricua defendants to file and enforce a plan to protect plaintiff's historic building during construction, as required by TPPN 10/88 (NYC Building Department Technical and Procedure Notice, *Procedures for the Avoidance of Damage to Historic Structures Resulting from Adjacent Construction When Subject to Controlled Inspection by Section 27-724 and for Any Existing Structure Designated by the Commissioner* (October, 1988)). The purpose of the Building Department policy is "to supplement the latter and require a monitoring program to reduce the likelihood of construction damages to adjacent historic structures and to detect at an early stage the beginnings of damage so that construction procedures can be changed."(*See* http://www.nyc.gov/html/dob/downloads/ppn/tppn1088.pdf, last visited March 8, 2018).

Plaintiff describes the City's duty to enforce this policy as ministerial. Ministerial actions may be a basis for liability, "but only if they violate a special duty owed to the plaintiff, apart from any duty to the public in general." (*McLean v. City of New York*, 12 NY3d 194, 203 [2009]; *see Worth Distribs. v. Latham*, 59 N.Y.2d 231 [1983] [City not liable for failure to enforce building code absent special duty]; *see also Tara N.P. v. Western Suffolk Bd. of Coop. Educ. Servs.*, 28 N.Y.3d 709, 716 [2017].)

Plaintiff cannot establish the existence of a special duty. A special duty can be formed in three ways: (1) when the municipality violates a statutory duty enacted for the benefit of a particular class of persons; (2) when the municipality voluntarily assumes a duty that generates justifiable reliance by the person who benefits from the duty; or (3) when the municipality assumes positive direction and control in the face of a known, blatant and dangerous safety violation. (*Pelaez v. Seide*, 2 N.Y.3d 186, 189, 198-200

[2004].)

It appears that plaintiff is relying on the first listed basis – the existence of a statutory remedy in favor of an identified class (i.e., historic buildings). However, the building department policy here is not a "statutory duty."

Moreover, assuming that the building department policy can be equated with a "statutory duty," there are additional criteria that must be satisfied.

> "To form a special relationship through breach of a statutory duty, the governing statute must authorize a private right of action. One may be fairly implied when (1) the plaintiff is one of the class for whose particular benefit the statute was enacted; (2) recognition of a private right of action would promote the legislative purpose of the governing statute; and (3) to do so would be consistent with the legislative scheme. If one of these prerequisites is lacking, the claim will fail." (*Pelaez v. Seide*, 2 N.Y.3d at 200).

Here, no private right of action is expressly provided in the building department policy. (*Ferreira v. Cellco Partnership*, 111 A.D.3d 777 [2d Dept. 2013].) Moreover, implying a private cause of action would not promote the "statutory scheme" any more than placing the burden on the owner of the affected property to seek injunctive relief when construction threatens historic premises, or to report the violation and requesting enforcement. (*See 1766-68 Assoc., LP v. City of New York*, 91 A.D.3d 519, 520 [1st Dept. 2012].)

For the foregoing reasons, the motion by defendant City to dismiss all claims against it is granted, and the cross-motion by the Boricua defendants dismissing the City's cross-claims is also granted.

Motion To Dismiss Based On Spoliation

The Boricua defendants assert that they served a notice to preserve the former Courthouse, and request an order that plaintiff cease all repairs and renovations on the

property, or that the complaint be dismissed based on spoliation, in that renovation has been ongoing.

When seeking spoliation sanctions, the moving party must establish that: (1) the party with control over the evidence had an obligation to preserve it at the time it was destroyed; (2) the evidence was destroyed with a "culpable state of mind," which may include ordinary negligence; and (3) that the destroyed evidence was relevant to the moving party's claim or defense. (*Pegasus Aviation I, Inc. v. Varig Logistica S.A.*, 26 N.Y.3d 543 [2015].) In deciding whether to impose sanctions, courts look to the extent that the spoliation of evidence may prejudice a party, and whether a particular sanction is necessary as a matter of elementary fairness. (*Id.*) The burden is on the party requesting sanctions to make the requisite showing. (*Duluc v AC & L Food Corp.*, 119 A.D.3d 450, 450, 990 N.Y.S.2d 24, 25 [1st Dept. 2014].)

This Court has not found a single case in which an entire building was ordered to be preserved, without repairs, where plaintiff claimed damage to the building as a result of defendant's conduct. The remedy of precluding plaintiff from the reasonable use of its property would outweigh the benefit of preserving evidence, when the same result could have been achieved through an inspection of the premises.

Defendants have not established that the entire building was "evidence," or that continuing renovations constitute "spoliation." Refusal to allow an inspection, or other unreasonable conduct, may be sanctionable. However, in the present circumstances, dismissal based on spoliation is unwarranted. (*Neve v. City of New York*, 117 A.D.3d 1006, 1008-1009 [2d Dept. 2014].)

Injunctive relief is not warranted. The balancing of the equities for purposes of a preliminary injunction requires the court to determine the relative prejudice to each party

accruing from a grant or denial of the requested relief. (*Barbes Rest. Inc. v. ASRR Suzer 218, LLC*, 140 A.D.3d 430, 430 [1st Dept. 2016].) As noted above, a balancing of the equities favors plaintiff, which would lose the ability to restore its property and place it into productive use if a preliminary injunction was granted, as opposed to the defendants, who could have ascertained the extent of the alleged damage by seeking inspection of the property.

The motion is denied in its entirety without prejudice to any future applications for discovery and inspection.

Motion By Plaintiff To Amend the RJI and to Transfer the Action To The City Part

Plaintiff's motion to amend the request for judicial intervention ("RJI") to correct the inadvertent omission of the defendant City from the caption of the RJI and to transfer the action to the City Part, is granted only to the extent of deeming the caption of the RJI amended. That part of the motion seeking an administrative transfer of the action to the City Part is rendered academic by the dismissal of all claims against defendant City.

Motion by Plaintiff to Amend the Complaint and to Consolidate

Plaintiff moves to amend its complaint and to consolidate this action with another pending action. Plaintiff seeks leave to amend the complaint to add a cause of action for violation of due process based on the sale of plaintiff's property without a condemnation proceeding. As noted above, this argument is patently without merit, as plaintiff never had a possessory interest or easement in the demapped street. Leave to amend a complaint will be denied where the proposed pleading fails to state a cause of action, or is palpably insufficient as a matter of law. (*Ancrum v. St. Barnabas Hosp.*, 301 A.D.2d 474, 475 [1st Dept. 2003].)

To the extent that plaintiff seeks leave to amend against the Boricua defendants,

the motion is denied without prejudice. The motion to amend is bereft of any explanation of how the proposed complaint differs from the original complaint, or why leave to amend is necessary. (*See* CPLR 3025[b].) Without any explication, the Court is not able to ascertain whether the proposed amendment is palpably insufficient as a matter of law.

With respect to consolidation, this motion was previously granted to the extent of ordering a joint trial. (Order, Ruiz, J., April 3, 2013.)

Conclusion

The Court has attempted to fully address the material arguments presented. Those arguments not specifically addressed are found to be without merit, or would not affect the final determination herein.

Based upon the foregoing, it is hereby,

ORDERED that defendant City of New York's motion is granted, and all claims and cross-claims against it are dismissed; and it is further,

ORDERED that the cross-motion by the Boricua defendants is granted, and all cross-claims by defendant City of New York against said cross-moving defendants are dismissed; and it is further,

ORDERED that the motion of the Boricua defendants for sanctions based on spoliation or for an injunction is denied; and it is further,

ORDERED that plaintiff's motion to amend the RJI and to transfer the action to the City Part is granted only to the extent of deeming the caption of the RJI amended as noted above; and it is further,

ORDERED that plaintiff's motion to amend the complaint and to consolidate is

denied without prejudice; and it is further,

ORDERED that the parties remaining in this action are directed to appear in courtroom 709 (851 Grand Concourse, Bronx, NY) on May 25, 2018, for a status conference.

This constitutes the decision and order of the court.

Dated: Apr 130, 2018

Hon. Lewis J. Lubell, J.S.C.