

Brenhouse v Zadrina
2019 NY Slip Op 33182(U)
August 16, 2019
Supreme Court, Westchester County
Docket Number: 56347/2016
Judge: Joan B. Lefkowitz
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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.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER - COMPLIANCE PART

-----X
MARLENE BRENHOUSE, AS EXECUTOR
OF THE ESTATE OF ARNOLD A. BRENHOUSE,
DECEASED,

Plaintiff,

-against-

DECISION & ORDER
Index No. 56347/2016
Motion Date: May 13, 2019
Seq. No.: 8

JAC ZADRIMA, GENESIS REALTY GROUP LLC,
WILLRAB REALTY CORP., EAST 163RD LLC, WIIS REALTY
LLC, ISWIL REALTY LLC, 684 EAST 22ND REALTY CO. LLC,
FERRAB REALTY LLC, 1735 REALTY LLC, RAQUEL REALTY
LLC, 2550 BAINBRIDGE CORP., 116 MOSHOLU LLC,
666 LLC, 1651 LLC, 1250-1260 REALTY CO. LLC, 1225
REALTY CORP., and 151 NAGLE REALTY CORP.,

Defendants.

-----X
LEFKOWITZ, J.

The following papers were read upon defendants' motion seeking an order (i) reaffirming the Court's November 7, 2018 Decision and Order, which held that plaintiff is not entitled to documents relating to transfers between the defendant entities ("Transfer Records"); (ii) precluding plaintiff from obtaining the Transfer Records; (iii) precluding plaintiff from taking the depositions of Joel Rabine and Willie Fernandez on the ground that the sole basis for these depositions is to obtain testimony regarding the transfers between the defendant entities; and (iv) for such other and further relief as is just and proper.

Order to Show Cause - Affirmation in Support - Exhibits A - E
Affirmation in Opposition - Exhibits A - I - Affidavit of Carmine V. Musumeci
NYSCEF Documents

Upon the foregoing papers and the proceedings held on May 13, 2019, this motion is decided as follows.

Relevant Factual and Procedural History

As previously stated in this Court's (Ruderman, J.) Decision and Order dated September 15, 2017, and reiterated in this Court's (Lefkowitz, J.) Decision and Order of November 7, 2018, this case involves the alleged nonpayment by defendants for oil deliveries made to 19

commercial buildings allegedly owned, managed, maintained or controlled by defendants Willrab Realty Corp. (“Willrab”), East 163rd LLC (“East 163rd”), Wiis Realty LLC (“Wiis”), Iswil Realty LLC (“Iswil”), 684 East 222nd Realty Co. LLC (“684 East 222nd”), Ferrab Realty LLC (“Ferrab”), 1735 Realty LLC (“1735”), Raquel Realty LLC (“Raquel”), 2550 Bainbridge Corp. (“Bainbridge”), 116 Mosholu LLC (“Mosholu”), 666 LLC (“666”), 1651 LLC (“1651”), 1250-1260 Realty Co. LLC (“1250-1260”), 1225 Realty Corp. (“1225”) and 151 Nagle Realty Corp. (“151 Nagle”).¹ The oil was provided by a now defunct heating oil company known as Need Oil Corporation and later known as Need Oil Service Corporation (“Need Oil”). Need Oil’s claims were assigned to plaintiff Marlene Brenhouse as the executor of the estate of Arnold A. Brenhouse, by an assignment dated April 22, 2016, executed by Martin Shkreli (“Shkreli”) as president of Need Oil.

Plaintiff commenced this action on May 4, 2016, by the filing a summons and complaint. Plaintiff amended the complaint on November 8, 2016, and was granted leave to file a second amended complaint (“complaint”).² In this complaint plaintiff alleges that Need Oil entered into a single master oil delivery contract with Jac Zadrime (“Zadrime”) and Genesis Realty Group LLC (“Genesis”), by which Need Oil agreed to deliver oil to the 19 commercial buildings listed in the complaint. Although plaintiff alleges a master contract, no written contract is submitted or alleged to exist. Plaintiff contends that the contract is evidenced by billing statements, oil delivery tickets and demand letters regarding the unpaid bills. Plaintiff asserts that the partial payments under the alleged master contract were made in 2012 after Shkreli and Zadrime communicated by telephone and text messages concerning the unpaid bills.³ Plaintiff asserts causes of action against the defendants for breach of contract, account stated, unjust enrichment and quantum meruit.

Defendants served their verified (amended) answer, asserting, inter alia, that no monies are owed to Need Oil because with respect to the oil deliveries, Need Oil overcharged and under-delivered.

In its November 7, 2018 Decision and Order, this Court, inter alia, granted defendants’ motion to quash subpoenas dated August 14, 2018 and for a protective order. The August 14,

¹ Plaintiff alleges that defendants owned, managed, controlled, and/or maintained the following properties Willrab (312 East 163rd Street, Bronx, New York, 400 East 187th Street, 295-299 East 162nd Street, 1441 Edward L. Grant Highway, Bronx, New York); East 163rd (935 East 163rd Street, Bronx, New York, 945 East 163rd Street, Bronx, New York); WIIS(1535 Walton Avenue, Bronx, New York); ISWIL (1764 Walton Avenue, Bronx, New York); 684 East 222nd (684 East 222nd Street, Bronx, New York); Ferrab (2008 Hughes Avenue, Bronx, New York; 1735 (1735 Davidson Avenue, Bronx, New York); Raquel (18 East 198th Street, Bronx, New York); Bainbridge (2550 Bainbridge Avenue, Bronx, New York); Mosholu (116 East Mosholu Parkway, Bronx, New York); 666 (666 East 181st Street, Bronx, New York); 1651 (1651 Williamsbridge Road, Bronx, New York); 1250-1260 (1250-1260 Leland Avenue, Bronx, New York); 1225 (1225 Morris Avenue, Bronx, New York); Nagle (151 Nagle Avenue, New York, New York).

² Decision and Order dated September 15, 2017, (Ruderman, J.).

³ The complaint contains excerpts of what purport to be text messages exchanged between Zadrime Shkreli, however, plaintiff does not provide the actual text messages.

2018 subpoenas sought the deposition of Signature Bank (“Signature”), and documents concerning bank accounts held by Signature for almost all of the 17 named defendants,⁴ as well as the following nonparty entities or individuals: Webster Ave. Holding LLC, Drima Assets LLC, AKS 183rd Realty LLC, 703 West 180th Realty Co., LLC, 96 Wadsworth LLC., Joel H. Rabine, Esq. (“Rabine”) and William Fernandez (“Fernandez”) (collectively the “23 entities”). The subpoenas sought documents evidencing the Transfer Records at issue here: the signatories on any account maintained by Signature for the 23 entities during the period of January 2004 through and including January 2013 and documents showing transfers of funds to or from the 23 entities during the period of January 2004 through and including January 2013, including but not limited to, any of the 15 accounts listed on the subpoenas. In schedule A of the subpoena, plaintiff claims that the documents sought are relevant to plaintiff’s claim that the oil deliveries by Need Oil to the named defendants were part of “a global agreement, as opposed to separate contracts with each of the defendants.” After reviewing plaintiff’s assertions that Zadrima’s control over the other defendant entities and their properties is demonstrated by the fact that the invoices for oil were addressed to Zadrima at the property locations; that the corporate defendants share an office space; and the wholly unsubstantiated statements allegedly made by Zadrima to Shkreli, this Court concluded that plaintiff failed to establish a basis for allowing the discovery sought based on allegations of the existence of an alter ego situation which would provide grounds for veil-piercing. Additionally, this Court determined that a review of the complaint failed to support plaintiff’s contentions that she had demonstrated entitlement to the discovery she sought on grounds of claims of alter ego theory or piercing the corporate veil liability as alleged therein. Finally, the Court held that plaintiff had not demonstrated any connection to the nonparty entities which would entitle plaintiff to discovery of their financial documents.

Four months later, at a compliance conference on March 11, 2019, plaintiff sought, *inter alia*, the depositions of Joel Rabine and Willie Fernandez, individuals who had an ownership interest in some of the defendant entities, as well as documents relating to payments and transferring money among or between defendant entities, all of which was ultimately included in the Compliance Conference Referee Report & Order filed on March 13, 2019 (“2019 Order”), which states in relevant part that “[d]ocuments relating to payments and transferring money among or between defendant entities shall be produced at depositions or identified prior thereto per time frame listed in the complaint.” Defendants promptly thereafter requested a conference at which they would be seeking reconsideration and reargument of the provision in the 2019 Order concerning the disclosure of the above documents. Those documents, the defendants maintain, are the very documents this Court determined plaintiff was not entitled to in its November 7, 2018 decision. On March 29, 2019, a further compliance conference was held following which the Court issued the briefing schedule for the within motion.

Defendants’ Contentions

In support of their application, defendants assert that after a full briefing and argument,

⁴ 1735 Realty LLC is not included on the list.

this Court found that plaintiff was not entitled to disclosure of the Transfer Records in its November 7, 2018 Decision and Order. Defendants argue that that decision cannot be reversed by an oral application made at a compliance conference; rather, plaintiff must move for reargument/renewal or appeal and plaintiff has done neither, (*see Dondi v Jones*, 40 NY2d 8, 15 [1976]).

In addition, defendants state that plaintiff disingenuously now seeks the Transfer Records purportedly to demonstrate the existence of the master oil contract. Defendants note however, this Court specifically recognized that one of the arguments defendants raised in support of their earlier motion to quash and for a protective order was that plaintiff failed to explain how whether the 23 entities share signatories or whether there were transfers between some of the 23 entities is relevant to the allegation that there was a global contract, *see* Decision and Order of November 7, 2018, p. 4.

Furthermore, defendants insist that the deposition testimony of Martin Shkreli of Need Oil taken on March 27, 2019, utterly defeated plaintiff's master contract theory. Shkreli testified, inter alia, that the alleged master contract consisted of a 1997 handshake between himself and Jac Zadrina in which the totality of the terms were that if Zadrina wanted oil, Need Oil would deliver it and that Need Oil did not have any contracts with any of the defendant entities.

Defendants also contend that the Transfer Records are completely irrelevant to whether an oral master oil contract exists. Transfers made after the alleged contract was entered into "obviously" cannot be relevant to show that such a contract was entered into and transfers made before the date of the alleged contract are "[j]ust as obviously" irrelevant. In short, plaintiff has not and cannot explain how any transfers between defendants would be relevant to the issue regarding the existence of a master oil contract.

Moreover, defendants maintain as well that the 2019 Order notes counsel's appearance and not his assent to any of the provisions in that Order.

Defendants further assert that plaintiff's argument that Zadrina's deposition testimony constitutes new grounds to revisit the issue because Zadrina acknowledged that the transfers occurred is an argument completely lacking in merit. Defendants contend that there is nothing new in Zadrina's testimony and defendants never denied that the transfers had taken place. Defendants also posit that if there was new evidence, plaintiff's remedy was to make a motion to renew. In any event, defendants maintain that this Court denied discovery of the Transfer Records, not because plaintiff's allegations were insufficient to obtain them, but rather because the Court found that those records were irrelevant, *see* Decision and Order of November 7, 2018, p. 7.

Finally, defendants state that in the unlikely event this Court reverses itself and finds that plaintiff is entitled to the Transfer Records, then disclosure should be limited to any transfers before 1998, when plaintiff alleges the "master oil contract" was entered into. Any transfers made thereafter are irrelevant to whether a contract had been created. Additionally, defendants claim that the production of any Transfer Records should be subject to a confidentiality order

whereby the records may only be used for this litigation and for plaintiff's counsel's eyes only.

With respect to the depositions of Rabine and Fernandez, defendants assert that the depositions should be disallowed. The only purpose behind these depositions is to elicit testimony regarding the transfers. Insofar as this Court has already concluded that the transfers are irrelevant, there is no basis for permitting the depositions.

Plaintiff's Contentions

Plaintiff counters that the second amended complaint alleges claims sounding in and seeking alter ego liability against defendants Zadrina and Genesis Realty. Apart from an action currently pending in Supreme Court, Suffolk County which purportedly also shows an alter ego relationship by and among Zadrina, Genesis Realty and 14 other named defendants in this case,⁵ the deposition testimony of Jac Zadrina from January 7, 2019, further demonstrates the alter ego relationship by and among Zadrina, Genesis Realty and these 14 other named defendants. For at his deposition, Zadrina admitted that these 14 defendants transferred funds by and among themselves to cover operating expenses, including expenses related to the delivery and use of heating oil. According to plaintiff, Zadrina's admissions demonstrate and/or are relevant to whether the 14 defendants entered separate and distinct heating oil agreements or whether defendants were simply alter egos of each other and as such, entered in to a singular or global agreement for the delivery of heating oil as alleged in the second amended complaint.

Additionally, plaintiff challenges defendants' assertion that this Court, in its November 7, 2018 Decision and Order, found that plaintiff is not entitled to any Transfer Records. Rather, plaintiff states that the Court denied plaintiff's motion to compel the production of the Transfer Documents based upon the then dearth of evidence necessary to establish a basis for allowing such discovery.

Moreover, plaintiff refutes defendants' claim that her only available remedy with respect to the November 7, 2018 Decision & Order was to move for argument/renewal or appeal. That decision is not binding as "law of the case" because the law of the case is not binding where there is a showing of new evidence affecting the prior determination, (*see Foley v Roche*, 86 AD2d 887 [2nd Dept 1982]; *Kaplan v Einy*, 209 AD2d 248 [2nd Dept 1994].) Mr. Zadrina's testimony provides such a showing. At the time of the November 7, 2018 Decision & Order, Zadrina had not testified or otherwise admitted, inter alia, that defendants routinely transferred funds among themselves to cover operating expenses; the authenticity of the statements alleged in the second amended complaint between Zadrina and Mr. Shkreli of Need Oil; as well as the other evidence of the alter ego relationship between Zadrina, his property management firm, Genesis Realty and the corporate defendants such as the defendants' rent-free shared office space with Zadrina and

⁵ These defendants include (i) Genesis Realty Group LLC; (ii) Willrab Realty Corp., (iii) East 163rd LLC; (iv) WIIS Realty LLC; (v) ISWIL Realty LLC; (vi) 684 East 222nd Realty Co. LLC; (vii) Ferrab Realty LLC; (viii) 1735 Realty LLC; (ix) Raquel Realty LLC; (x) 2550 Bainbridge Corp., (xi) 116 Mosholu LLC; (xii) 666 LLC; (xiii) 1651 LLC; (xiv) 1250-1260 Realty Co. LLC; (xv) 1225 Realty Corp. and (xvi) 151 Nagle Realty Corp.

Genesis, Zadrime's dictating management fees to be paid to Genesis, the use of Genesis' accountant and banker to handle the accounting and banking needs of the defendants and Zadrime's signatory authority to draw money and otherwise use funds in the defendants' banking accounts. In short, under the liberal "usefulness and reason" test for determining discoverability, plaintiff's assertion of the alter ego nature of the defendants and that any agreement between Shkreli and Zadrime was a singular or master/global agreement between each of the corporate entities controlled and dominated by and having no separate identity from one and the same person easily suffices to permit disclosure of the Transfer Records.

In this regard, plaintiff objects to defendants' improper use of select portions of Martin Shkreli's deposition to support their application. At the time of this motion, Shkreli had not had the opportunity to exercise his statutory right to review and correct any error in the transcript pursuant to CPLR 3116(a). Nevertheless, while not claiming that Shkreli's deposition transcript is admissible or a correct version of his testimony, plaintiff recognizes that Shkreli's testimony supports plaintiff's position. For Shkreli's testimony undermines defendant's contention that the agreement between Need Oil and Zadrime was merely an oral agreement and a handshake without terms. Defendants ignore those portions of Shkreli's testimony concerning the fact that the agreement was supported with oil delivery tickets, Need Oil invoices, follow-up conversations and account stated letters, none of which letters were controverted until after this action was commenced. Significantly, Shkreli testified that he would continue to deliver oil to a defendant property for which Need Oil was owed money because "[i]t was one basket. If he didn't get paid on one – you got [paid] on another one."

Plaintiff further argues that defendants fail to demonstrate any basis for modifying, amending or otherwise relieving defendants from complying with the March 2019 Order. Plaintiff states that the March 2019 Order was the product of a lengthy court conference at which defendants' counsel actively participated and agreed to the production of the Transfer Documents, insisting only that the documents be limited in scope to the period of time set forth in the complaint. Given that defendants have failed to allege, let alone prove, fraud, collusion, mistake or accident, *see Hallock v State of New York*, 64 NY2d 220 (1984), they cannot have that stipulated order set aside or fail to follow the directives set forth therein.

As to the depositions of William Fernandez and Joel Rabine, plaintiff notes that at his deposition, Zadrime was unable to provide information with respect to corporate governance, operational formalities for various defendants or whether certain defendants had a retainer agreement or engagement letter with counsel appearing for defendants. Additionally, Zadrime is not a member, officer, and/or employee of Willrab Realty Corp., Iswil Realty LLC, 684 East 222nd Realty Co., LLC, Ferrab Realty LLC, 2550 Bainbridge Corp., 1250-1260 Realty Co. LLC, 1225 Realty Corp., or 151 Nagle Realty Corp. and Fernandez and/or Rabine are co-owners and/or managers of these various defendants. It thus follows that plaintiff should be permitted to depose Fernandez and Rabine regarding their ownership interest in the various entities and related matters as well as their knowledge and understanding of the Transfer Records once those documents have been produced.

Analysis

Pursuant to CPLR 3101(a), a party is entitled to “full disclosure of all matter material and necessary in the prosecution or defense of an action.” The phrase “material and necessary” is “to be interpreted liberally to require disclosure, upon request, of any facts bearing on the controversy which will assist preparation for trial by sharpening the issues and reducing delay and prolixity. The test is one of usefulness and reason” (*Allen v Crowell-Collier Publ. Co.*, 21 NY2d 403, 406 [1968] [internal quotation marks omitted]; see *Matter of Kapon v Koch*, 23 NY NY3d 32 [2014]). The party seeking disclosure has the burden to demonstrate that the method of discovery sought will result in the disclosure of relevant evidence or is reasonably calculated to lead to the discovery of information bearing on the claims (*Foster*, 74 AD3d at 1140). The court has broad discretion to supervise discovery and to determine whether information sought is material and necessary in light of the issues in the matter (*Mironer v City of New York*, 79 AD3d 1106, 1108 [2d Dept 2010]; *Auerbach v Klein*, 30 AD3d 451, 452 [2d Dept 2006]).

In its November 7, 2018, Decision and Order, this Court found, in pertinent part, that plaintiff’s assertions that Zadrime’s control over the defendant entities and their properties is demonstrated by the fact that the invoices for oil were addressed to Zadrime at the property locations, that the corporate defendants share an office space, and the wholly unsubstantiated statements allegedly made by Zadrime to Shkreli were insufficient to establish a basis for allowing the discovery which plaintiff now seeks on allegations of the existence of an alter ego situation which would establish grounds for veil-piercing and that a review of the complaint failed to support plaintiff’s contentions that she had demonstrated entitlement to the discovery she seeks on grounds of claims of alter ego theory or piercing the corporate veil liability as alleged therein, (see p. 7.) (Emphasis supplied.) Nonetheless, defendants maintain that documents at issue are irrelevant and that the Court should reaffirm its conclusion that plaintiff is not entitled to the Transfer Records.

The Court’s determination, as the parties note, occurred prior to the testimony of defendant Jac Zadrime. His testimony not only provided the substantiation of statements he allegedly made to Shkreli which this Court earlier found wholly wanting, but he provided additional significant evidence upon which to seek the Transfer Records, including the use of Genesis’ accountant and banker to handle the accounting and banking needs of the defendants and Zadrime’s signatory authority to draw money and otherwise use funds in the defendants’ banking accounts. To be sure, while the Court initially declined to direct any discovery with respect to the Transfer Records, it did so not because it found that these documents were irrelevant –as the defendants argued, see November 7, 2018, Decision and Order, p. 4 – but because it found plaintiff’s proffer insufficient, see *id.* at p. 7. Similarly, while defendants argued, inter alia, in support of their motion to quash the subpoena that plaintiff had failed to offer any evidence of, and that the discovery exchanged so far in the case did not support, plaintiff’s allegations of the existence of a global agreement, see *id.* at p. 3, the Court did not find that the documents sought as they relate to the parties were irrelevant. Rather, it was a question of the sufficiency of the evidentiary basis. Zadrime’s testimony now provides the requisite evidentiary foundation and the Transfer Records are now discoverable.

In addition, plaintiff’s objection to the defendants’ reliance on the March 27, 2019, deposition testimony of non-party Martin Shkreli, who too was deposed well after the November

7, 2018, Decision and Order, to support their argument that no master contract or global agreement contract existed is well founded. As plaintiff correctly notes, Shkreli had not had the opportunity to exercise his statutory right to review and correct any errors in the transcript in accordance with CPLR 3116(a) such that defendants' use is improper, (*see Palumbo v Innovative Communications Concepts, Inc.*, 175 Misc 2d 156, 158 [Sup. Ct. New York Co. 1997], *aff'd* 251 AD2d 246 [1st Dept 1998])("it is the burden of the party wanting to use the deposition transcript to show that the transcript was sent to the witness to be reviewed for any corrections and that sufficient time to do so has passed.")

Defendants' further argument that plaintiff's sole remedy to obtain the Transfer Records following this Court's November 7, 2018 Decision & Order was and is to either move to renew/reargue or appeal does not defeat the Court's conclusion that the Transfer Records must be disclosed. Although it may well have been preferable for plaintiff to have formally moved to renew her earlier motion instead of raising the issue at a compliance conference, discovery is a fluid and evolving process such that this Court is not prepared to hold, as defendants would have it, that a party is absolutely banned from revisiting a prior determination of the court where new evidence which bears on that determination is uncovered and trying to resolve any issues without the need for further motion practice. Moreover, defendants have been given a full and fair opportunity to be heard on the issue and the Court will not now determine the instant application on procedural grounds only to have the motion be made anew. Interests of judicial economy dictate otherwise. Indeed these considerations are among those underlying the rationale in the *Kaplan*, 209 AD2d at 248 and *Foley*, 86 AD2d at 887 cases upon which the plaintiff relies. Indeed, even the *Dondi* case upon which the defendants rely acknowledges that "[i]n order to prevent vexatious and repeated applications on the same point, a motion once fully heard and decided cannot be revived again or removed unless with leave of the court or Judge who denied it or if made upon presentation of new facts which have occurred since the denial of the previous motion, (*see* 40 NY2d at 15.)(Emphasis added.) Defendants ignore the additional evidence supplied by Jac Zadrima in summarily asserting that "[p]laintiff neither sought leave nor presented new facts."

Insofar as this Court has found that plaintiff is entitled to the Transfer Records, it follows that plaintiff is likewise entitled to take the deposition of Fernandez and Rabine once those records have been produced. Testimony regarding those documents may be elicited as well as testimony regarding their ownership interest in the various entities and related matters.

Defendants' requests that disclosure be limited to any transfers before 1998, when plaintiff alleges the "master oil contract" was entered into must be denied. The Court disagrees with defendants' summary assertions that transfers made after the alleged contract was entered into "obviously" cannot be relevant to show that such a contract was entered into and transfers made before the date of the alleged contract are "[j]ust as obviously" irrelevant. In short, the parties behavior is relevant as to whether such a contract existed.

Lastly, defendants' request, which plaintiff does not address, that the production of any Transfer Records should be subject to a confidentiality order whereby the records may only be used for this litigation and for plaintiff's counsel's eyes-only is granted given the confidential

nature of the documents and plaintiff's acknowledgment that a similar action is currently pending in Supreme Court, Suffolk County. It is up to that Court to determine the discoverability of the Transfer Records upon a full record within the context of that case.

All other arguments raised on this motion and evidence submitted by the parties in connection thereto, have been considered by this Court, notwithstanding the specific absence of reference thereto.

In view of the foregoing, it is

ORDERED that defendants' motion seeking an order (i) reaffirming the Court's November 7, 2018 Decision and Order, which held that plaintiff is not entitled to documents relating to transfers between the defendant entities; (ii) precluding plaintiff from obtaining the Transfer Records; and (iii) precluding plaintiff from taking the depositions of Joel Rabine and Willie Fernandez is denied, except that defendants' request for a confidentiality order whereby the records may only be used for this litigation and for plaintiff's counsel's eyes-only is granted; and it is further

ORDERED that defendants are directed to serve a copy of this Order with Notice of Entry within seven (7) days of entry; and it is further

ORDERED that counsel are directed to appear in the Compliance Part, Courtroom 800, on September 10, 2019, at 9:30 a.m. for a conference.

Dated: White Plains, New York
August 16, 2019



HON. JOAN B. LEFKOWITZ, J.S.C.

TO:

Service upon all counsel via NYSCEF

CC: Compliance Part Clerk