

<b>Mor v Imbesi Law P.C.</b>
2020 NY Slip Op 31252(U)
May 8, 2020
Supreme Court, New York County
Docket Number: 158193/2018
Judge: James E. d'Auguste
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. JAMES EDWARD D'AUGUSTE PART IAS MOTION 55EFM

Justice

-----X

ARIEL MOR, ARI MOR, ESQ., P.C.,
Plaintiff,

- v -

IMBESI LAW P.C., VINCENT IMBESI, BRITTANY WEINER,
JOHN AND JANE DOES #1-100

Defendant.

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INDEX NO. 158193/2018
MOTION DATE 06/25/2019
MOTION SEQ. NO. 002

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 002) 25, 26, 27, 28, 29, 32, 33, 34, 35, 36

were read on this motion to/for DISMISS

Upon the foregoing documents, the motion is granted in part.

In the instant action sounding in, inter alia, libel, tortious interference with business, and fraud, defendants Imbesi Law P.C. ("Imbesi Law"), Vincent James Imbesi ("Mr. Imbesi"), and Brittany Sloane Weiner ("Ms. Weiner") (collectively, "Imbesi defendants") move, pursuant to CPLR 3211(a)(1) and (a)(7), for an order dismissing this action as against them. Plaintiffs Ariel Mor, Esq. (a/k/a Ari Mor, Esq.) ("Mr. Mor") and Ari Mor Esq., P.C. (collectively, "plaintiffs") oppose the instant motion. For the reasons stated herein, the motion is granted in part.

BACKGROUND

Plaintiffs rented office space located at 450 Seventh Avenue, Suite 1408, in Manhattan, from defendant Imbesi Law pursuant to two separate lease agreements as a sub-tenant for, collectively, approximately one year from October 2017 to October 2018. See NYSCEF Doc. Nos. 12, 13. The first lease was in effect from October 15, 2017 to April 15, 2018. NYSCEF Doc. No. 12, ¶ 1.A. In the first lease, plaintiffs agreed to pay \$800 per month plus 12.5% of the total

electricity bill in exchange for use of an office. *Id.*, ¶¶ 2, 6. The lease included telephone and internet service. *Id.*, ¶ 2. Upon the expiration of the lease, plaintiffs had the option to sign a new lease or vacate the premises. *See* NYSCEF Doc. No. 28, ¶ 11. Plaintiffs failed to timely execute a new lease, which resulted in a \$50 per month increase of rent fees. *See id.* Imbesi defendants allege that when Ms. Weiner, a partner of Imbesi Law, informed plaintiff of the \$50 rent increase, Mr. Mor broke a lock and bracket within Imbesi Law's suite. *Id.*, ¶¶ 13-14.

On April 24, 2018, plaintiffs signed a new lease, which was effective from April 16, 2018 through October 16, 2018 with a grace period to depart the premises expiring on October 23, 2018 and agreed to pay \$850 per month plus 8% of the total electricity bill in exchange for use of an office. NYSCEF Doc. No. 13, ¶¶ 1.A, 2. This lease also included telephone and internet service. *Id.*, ¶ 2.A. Imbesi defendants claim that Mr. Mor used the office but failed to pay rent from May 15, 2018 onward and failed to pay his portion of the electricity from February 15, 2018 onward. NYSCEF Doc. No. 11, ¶ 6. Plaintiffs concede that rent payments ceased in or around May 2018 because defendants allegedly "made numerous and repeated false and defamatory statements on the Internet and certain websites, including www.Yelp.com, without privilege or authorization, regarding the Plaintiff(s)." NYSCEF Doc. No. 32, ¶ 14. Plaintiffs allege that defendants created fake accounts to post defamatory reviews online about Mr. Mor and his legal practice since plaintiffs have not conducted business with any of the people who posted reviews claiming to be his clients. *Id.*, ¶¶ 18-30. Plaintiffs claim these posts were made in retaliation for plaintiffs' refusal to pay rent based upon the theory that Mr. Mor was constructively evicted from his office. *Id.*, ¶ 15.

The allegedly false defamatory reviews are set forth, in relevant part, as follows:

Post on www.Yelp.com (“Yelp”) by “J R.” dated May 15, 2018; Posts by “G F.” dated August 17, 2018 and August 24, 2018 (identical); Post by “Fran F.” dated August 22, 2018 (identical)

- “I had a truly horrible experience with Ari Mor. He is an unscrupulous character who did very little . . . and bullied us into giving him money . . . . He is a predatory con artist and is a sleazy lawyer.”
- “He is not an experienced lawyer. Instead, he is a smooth talking con artist who knows little about NYC housing law and does a lot of pomp and circumstance to swindle desperate people.”

Post on Yelp by “Sally S.” dated June 29, 2018

- “This guy went crazy . . . . He was cursing and screaming and banging walls. You would not believe how unprofessional he was. I think he did not pay his rent for 50 days and was upset.”

Post on Yelp by “Janie H.” dated August 6, 2018

- “He literally attacked a lawyer – yelling ‘fucking faggot’ among other slurs. I think he is being evicted from his law office (at least [I] saw a legal document trying to evict him for failing to pay his rent.)”
- “He is a loose cannon. See the lawsuit filed against his law firm. It claims to have video of this dope attacking a lawyer while threatening to kill him.”

Post on Yelp by “Shana F.” dated August 10, 2018

- “I now find out his landlord has filed to evict him for failing to pay!!!! The legal docs again [sic] this guy claim he threatens others around him including using anti gay comments. He appears to bully anyone that speaks out against him.”
- “insecure man”

Post on Yelp by “Gina G.” dated August 24, 2018

- “It was coo coo crazy, mean, and creepy all at the same time.”
- “I called Ari Mor & left message on various days but didn’t hear back.
- This rather lengthy post details “Gina’s” inability to contact Mr. Mor and a text message conversation she allegedly had with Mr. Mor wherein he told her he could not take her case on a contingency fee basis.

Post on Yelp by “Gore G.” dated September 2, 2018

- “[T]his con artist pays for reviews. I have wondered how such a disgusting person could have so many positive reviews.”

- The first post in this list is then reposted in its entirety.

Post on Yelp by “Turner T.” dated September 2, 2018

- This is the same as the post by “Gina G.” – however, it is missing the first sentence.

Post on Yelp by “Edgar E.” dated September 3, 2018

- “It confused me that anyone would write anything positive about a man with an obvious mental disorder. How did this derelict get into law school?”
- “I reached out to Mr Mor [sic] on numerous occasions and he was always unavailable or was on vacation. Each time [I] called and texted [I] had to wait days before he replied.”
- “My first court appearance arrived and the day before Mr. Ari Mor told me that wouldn’t [sic] be available to appear in court due to family emergency. . . . Mr. Mor had never signed up on the website as my hired attorney. So [I] had none listed. I immediately fired Mr. Mor via email, text.”

NYSCEF Doc. No. 32, Ex. B.

Plaintiffs allege that the above defamatory statements have ruined both Mr. Mor and his law firm’s reputations, as well as any good will and esteem in the legal community. *Id.*, ¶¶ 32-33. The defamatory statements have also deterred others from associating or dealing with plaintiffs and have exposed plaintiffs to contempt and ridicule. *Id.*, ¶ 33. Plaintiffs further allege that since the defamatory statements were posted, and plaintiffs’ review score was lowered, there has been a decrease in the number of viewers visiting the Yelp review site for Ari Mor, Esq., P.C. *Id.*, ¶ 34. Any client or prospective client who searches for plaintiffs on the internet will quickly find the defamatory statements, which has led to a decline in business and irreparably harmed plaintiffs’ reputation. *Id.*, ¶¶ 35-37.

Imbesi defendants assert that on May 4, 2018, Mr. Mor assaulted Mr. Imbesi in his office because he was angry that Mr. Imbesi demanded that he pay the full balance of his rent that was due and owing or face an eviction proceeding. NYSCEF Doc. No. 28, ¶¶ 18-19. Mr. Mor banged on office doors and screamed profanities, including the words “You’re a pussy” several times at

Mr. Imbesi. *Id.*, ¶¶ 19, 21. Several weeks later, Mr. Imbesi informed Mr. Mor that his check had bounced and that if the rent was not fully paid, plaintiffs would be evicted. *See id.*, ¶¶ 28-29. On June 6, 2018, Imbesi Law filed a petition in New York City Civil Court, entitled *Imbesi Law P.C. v. Law Offices of Ari Mor, Esq., P.C.*, L&T Index No. 064133/2018, to evict plaintiffs for failure to pay rent and electricity. *Id.*, ¶ 31. Mr. Mor claims that due to defendants' actions, he had to operate his law firm from a home office and primarily used the leased office space from Imbesi Law "for file storage and emergent client meetings." NYSCEF Doc. No. 32, ¶¶ 53-54.

Imbesi defendants further state that on July 3, 2018, Mr. Mor again assaulted Mr. Imbesi. NYSCEF Doc. No. 28, ¶ 32. Mr. Imbesi, in his affirmation in support of the instant motion, states that Mr. Mor was threatening to "fucking kill me." *Id.*, ¶ 33; *see* NYSCEF Doc. No. 11, ¶ 16 (stating that Mr. Mor barged into Mr. Imbesi's office, yelling the following: "Are you retarded? I'll fucking kill you. Keep doing that shit...I will fucking bury you...you piece of shit" and "fucking faggot"). Mr. Imbesi affirms he then told Mr. Mor to "get the fuck out of my office." NYSCEF Doc. No. 28, ¶ 34. Mr. Mor walked further into Mr. Imbesi's office and threw an object that hit Mr. Imbesi in the eye, and then he screamed "fucking faggot." *Id.*, ¶¶ 35-38; NYSCEF Doc. No. 11, ¶ 16. Imbesi defendants claim that Mr. Mor's brother-in-law, another tenant, was able to partially restrain him, but Mr. Mor still threatened to "fucking bury" Mr. Imbesi. NYSCEF Doc. Nos. 28, ¶¶ 40-41; 11, ¶ 16.

Mr. Mor alleges that, on that same date, he was meeting with a client in his office and that Mr. Imbesi purposefully turned off the electricity for his office during the meeting. NYSCEF Doc. No. 32, ¶¶ 40-41. Mr. Mor further alleges that, after the meeting he found delinquent notices posted all over the common area in plain view so as to "embarrass and harass" him in front of his client. *Id.*, ¶¶ 43-44, Ex. D. Plaintiffs further allege that "[i]t is obvious that Defendant Mr. Imbesi

is the sole cause of any confrontation occurring on or about July 3, 2018 (or any other dates), and should be held accountable for disrupting Plaintiff's business, for defaming Plaintiffs and for harassing Plaintiffs." *Id.*, ¶ 46.

Imbesi defendants state that after Mr. Mor's assaults and threats, they began to keep detailed diary entries of his actions, including his use of the office space during the time period that Mr. Mor alleges he was unable to conduct business. NYSCEF Doc. No. 28, ¶¶ 44-48. Additionally, Imbesi defendants claim that Mr. Mor engaged in defamatory behavior against them by spreading lies to other tenants in the office suites. *Id.*, ¶¶ 50-57. They further claim that plaintiffs have not been truthful to this Court about the presence of online negative reviews about him and his law practice that existed prior to the time that Mr. Imbesi even met Mr. Mor in 2017. *See id.*, ¶¶ 50-76.

On August 15, 2018, the Hon. Louis L. Nock denied plaintiffs' motion to dismiss the non-payment proceeding in New York City Civil Court due to "issues of fact raised by the competing submissions" and scheduled a trial in that matter for September 6, 2018. NYSCEF Doc. No. 16. On September 4, 2018, plaintiffs commenced this action against defendants. The complaint alleges the following ten causes of action: (1) libel; (2) libel *per se*; (3) injurious falsehood; (4) tortious interference with prospective business advantages, opportunities and relations; (5) fraud; (6) violation of New York General Business Law ("GBL") Section 349; (7) breach of contract; (8) violations of Section 22-902 of the Administrative Code of the City of New York ("Administrative Code") ("Non-Residential Tenant Harassment Law"); (9) partial constructive eviction; and (10) declaratory judgment. NYSCEF Doc. No. 1.<sup>1</sup> On September 4, 2018, plaintiffs filed an order to

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<sup>1</sup> Plaintiffs withdraw the third cause of action for injurious falsehood; the fourth cause of action for tortious interference with prospective business advantages, opportunities and relations; the fifth cause of action for fraud; and the ninth cause of action for partial constructive eviction in opposition to the instant motion. NYSCEF Doc. No. 32, ¶¶ 241, 242, 243, 263. Plaintiffs preserve the right to assert, and does assert, such defense to defendant Imbesi Law P.C.'s

show cause seeking to consolidate this action and the non-payment Civil Court proceeding (NYSCEF Doc. Nos. 3, 4), which was granted by this Court on October 29, 2018 (NYSCEF Doc. No. 24. Imbesi defendants filed the instant motion to dismiss on December 20, 2018.

### DISCUSSION

The standard of review on a motion to dismiss pursuant to CPLR 3211 is well established. The court must “accept the facts as alleged in the complaint as true, accord [the] plaintiff[ ] the benefit of every possible favorable inference, and determine only whether the facts as alleged fit within any cognizable legal theory.” *Leon v. Martinez*, 84 N.Y.2d 83, 87-88 (1994). With respect to CPLR 3211(a)(1), “a dismissal is warranted only if the documentary evidence submitted conclusively establishes a defense to the asserted claims as a matter of law.” *Id.* at 88. Pursuant to CPLR 3211(a)(7), “factual allegations that do not state a viable cause of action, that consist of bare legal conclusions, or that are inherently incredible or clearly contradicted by documentary evidence are not entitled to . . . consideration.” *Skillgames, LLC v. Brody*, 1 A.D.3d 247, 250 (1st Dep’t 2003).

#### I. Libel and Libel *per se*

Imbesi defendants move to dismiss the first and second causes of action for libel and libel *per se*, respectively, asserting that plaintiffs failed to meet the pleading requirements set forth in CPLR 3016(a). CPLR 3016(a) provides that “[i]n an action for libel or slander, the particular words complained of shall be set forth in the complaint, but their application to the plaintiff may be stated generally.” Here, plaintiffs allege in the complaint that defendants made numerous false and defamatory statements on the internet, and copies of various Yelp posts are annexed as exhibits to the complaint. However, plaintiffs fail to delineate exactly which statements in the Yelp posts

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non-payment proceeding, which has been consolidated with this action. *Id.*, ¶ 263. Accordingly, the branches of Imbesi defendants’ motion seeking to dismiss these causes of action are denied as moot.

were defamatory in the actual complaint itself. While the Appellate Division, First Department has held that “the complaint can satisfy the specificity requirement where ‘the alleged libelous material can be easily located and the defendants are not prejudiced by annexation of the entire article’” (*Polish Am. Immigration Relief Comm., Inc. v. Relax*, 172 A.D.2d 374, 374 (1st Dep’t 1991) (quoting *Pappalardo v. Westchester Rockland Newspapers*, 101 A.D.2d 830, 830 (2d Dep’t 1984)), in that case the allegedly libelous material was contained in a single article. The fact that the defamatory statements are specified in plaintiffs’ affirmation in opposition to the instant motion is “insufficient to overcome the failure of the complaint to set forth the particular words alleged to be defamatory as required by CPLR 3016 (a).” *Avant Graphics Ltd. v. United Reprographics, Inc.*, 252 A.D.2d 462, 463 (1st Dept 1998).

While reading the complaint with exhibits in conjunction with the opposition papers filed herein may be sufficient to give defendants notice of their alleged defamatory wrongdoing, the Court finds that it is a better practice to have the allegedly defamatory statements set forth in the pleading so that each allegation can be addressed, especially given the specificity requirements set forth in the CPLR for these types of claims. As such, Imbesi defendants’ motion to dismiss these causes of action is granted and plaintiffs’ libel and libel *per se* claims are dismissed with leave to replead by setting forth what plaintiffs find offensive about each Yelp post as this would be required in a Demand for a Bill of Particulars. Plaintiffs may serve an amended complaint containing explanations within thirty (30) days of the date of this decision and order.

## II. Violation of General Business Law Section 349

Next, Imbesi defendants move to dismiss the sixth cause of action for violation of GBL Section 349 as against them. GBL Section 349(a) prohibits “[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state.” “To

state such a claim, a plaintiff must allege that the defendant has engaged ‘in an act or practice that is deceptive or misleading in a material way and that plaintiff has been injured by reason thereof.’” *Solomon v. Bell Atl. Corp.*, 9 A.D.3d 49, 52 (1st Dep’t 2004) (quoting *Goshen v. Mutual Life Ins. Co.*, 98 N.Y.2d 314, 324 (2002)). The terms “[d]eceptive or misleading representations or omissions are defined objectively as those ‘likely to mislead a reasonable consumer acting reasonably under the circumstances,’ i.e., the plaintiff’s circumstances.” *Id.* (quoting *Oswego Laborers’ Local 214 Pension Fund v. Marine Midland Bank*, 85 N.Y.2d 20, 26 (1995)).

Imbesi defendants move to dismiss this cause of action for a violation of GBL Section 349 on the grounds that plaintiffs’ allegations are based upon a private contract dispute unique to the parties. *See Loeb v. Architecture Work, P.C.*, 154 AD3d 616, 616 (1st Dep’t 2017) (upholding dismissal of an alleged violation of GBL Section 349 claim because the action was “essentially a private contract dispute unique to the parties”). Plaintiffs claim that landlord-tenant interactions have been found to be consumer-oriented and argues that Imbesi Law’s practices of not informing subtenants of “running high powered computer processing units that have nothing to do with [d]efendant(s)[’] business” that “cause . . . unreasonable spikes in electricity costs for subtenants” are “deceptive and misleading in a material way.” NYSCEF Doc. No. 32, ¶¶ 247-50. However, not all interactions between landlord and tenant satisfy the elements of GBL Section 349. “[A] claim brought under this statute must be predicated on an act or practice which is consumer-oriented, that is, an act having the potential to affect the public at large, as distinguished from merely a private contractual dispute.” *Aguaiza v. Vantage Props., LLC*, 2009 WL 1511791, 2009 N.Y. Slip Op. 31144(U), at \*5 (Sup. Ct. N.Y. County May 21, 2009) (Shulman, J.), *aff’d as modified*, 69 A.D.3d 422 (1st Dep’t 2010) (internal quotation marks omitted) (quoting *Elacqua v. Physicians’ Reciprocal Insurers*, 52 A.D.3d 886, 888 (3d Dep’t 2008)) (holding that the

harassment claims of ten separate tenants against their landlord, which were not consumer-oriented or aimed at the public at large, were private disputes between landlords and tenants and, therefore, were not violations of GBL Section 349). As plaintiffs' claims under GBL Section 349 do not affect the public at large and, instead, relate to a private contractual dispute between the parties, this cause of action is also dismissed.

### III. Breach of Contract

Imbesi defendants move to dismiss the seventh cause of action for breach of contract because plaintiffs failed to properly state a cause of action. "The elements of a breach of contract claim are formation of a contract between the parties, performance by the plaintiff, the defendant's failure to perform, and resulting damage." *Flomenbaum v. New York Univ.*, 71 A.D.3d 80, 91 (1st Dep't 2009), *aff'd*, 14 N.Y.3d 901 (2010). Imbesi defendants argue that plaintiffs failed to state a cause of action for breach of contract because plaintiffs failed to attach a contract to the complaint or identify any of the terms that Imbesi Law allegedly breached. Plaintiffs contend that neither of the above are required to state a claim for breach of contract. A "[p]laintiff's failure to identify any portion of the [contract] allegedly breached [is] fatal to its cause of action for breach of contract." *767 Third Ave. LLC v. Greble & Finger, LLP*, 8 A.D.3d 75, 75 (1st Dep't 2004) (discussing a lease); *see also Chrysler Capital Corp. v. Hilltop Egg Farms, Inc.*, 129 A.D.2d 927, 928 (3d Dep't 1987) (dismissing breach of contract claim where the plaintiff failed to "set forth the terms of the agreement upon which liability is predicated, either by express reference or by attaching a copy of the contract").

Here, plaintiffs allege in the complaint that Imbesi Law breached the rental agreement but did not attach a copy of the contract or identify the terms of the contract allegedly breached. Plaintiffs' reliance on *Griffin Bros., Inc. v. Yatto*, 68 A.D.2d 1009 (3d Dep't 1979), is unavailing

because in that case, even though the plaintiff was not required to attach a copy of the contract or plead its terms verbatim, the court held that the plaintiff was “required to plead the provisions of the contract upon which the claim [was] based and this it clearly [had] done.” Here, plaintiffs did not even plead the provisions of the rental agreement upon which the breach of contract claim is based. However, construing the complaint in the light most favorable to plaintiffs, it contains allegations that could make out a colorable breach of contract claim. As such, Imbesi defendants’ motion to dismiss this cause of action is granted and plaintiffs’ breach of contract claim is dismissed with leave to replead this cause of action indicating the specific provisions of the rental agreement that Imbesi defendants allegedly violated.

**IV. Violations of Administrative Code Section 22-902**

Imbesi defendants also move to dismiss the eighth cause of action for violations of Administrative Code Section 22-902 as against them. Administrative Code Section 22-902(a) provides, in relevant part

[a] landlord shall not engage in commercial tenant harassment. Except as provided in subdivision b of this section, commercial tenant harassment is any act or omission by or on behalf of a landlord that (i) would reasonably cause a commercial tenant to vacate covered property, or to surrender or waive any rights under a lease or other rental agreement or under applicable law in relation to such covered property.

Administrative Code Section 22-902(b) states that “[a] landlord’s lawful termination of a tenancy, lawful refusal to renew or extend a lease or other rental agreement, or lawful reentry and repossession of the covered property shall not constitute commercial tenant harassment for purposes of this chapter.”

Here, plaintiffs allege in the complaint that Imbesi defendants violated this section of the Administrative Code based upon a breach of the rental agreement but failed to annex a copy of the

rental agreement to the complaint. As such, plaintiffs have failed to adequately plead any violation of Administrative Code Section 22-902: “Absent sufficient proof of defendant’s intent to force plaintiff to vacate the building, plaintiff is not entitled to [relief] under Admin[istrative] Code § 22-902.” *Schulman, Blitz & Williamson, LLP v. VBG 990 AOA LLC*, 2018 WL 6262066, 2018 N.Y. Slip Op. 32993(U), at \*3 (Sup. Ct. N.Y. County Nov. 30, 2018) (Jaffe, J.) (“[P]laintiff offers insufficient evidence that defendant engaged in commercial tenant harassment as the affirmation of counsel and the affidavit of its member . . . are fatally conclusory absent expert affidavits or other supporting evidence.”); *Skillgames, LLC*, 1 A.D.3d at 250 (holding that, pursuant to CPLR 3211(a)(7), “factual allegations that do not state a viable cause of action [or] that consist of bare legal conclusions . . . are not entitled to such consideration”). Accordingly, Imbesi defendants’ branch of the motion to dismiss this cause of action is granted.

#### V. Declaratory Judgment

Additionally, Imbesi defendants move to dismiss plaintiffs’ tenth cause of action for declaratory judgment, which is premised upon plaintiffs’ libel claims. In light of the dismissal of the libel and libel *per se* claims, this cause of action is also dismissed with leave to replead this claim in any amended complaint that is filed. As such, Imbesi defendants’ branch of the motion to dismiss this claim is granted.

Accordingly, it is hereby

ORDERED that those branches of the motion to dismiss by defendants Imbesi Law P.C., Vincent James Imbesi, and Brittany Sloane Weiner with respect to plaintiffs Ariel Mor, Esq. (a/k/a Ari Mor, Esq.) individually and Ari Mor, Esq., P.C.’s causes of action for violation of New York General Business Law Section 349 and violations of Section 22-902 of the Administrative Code

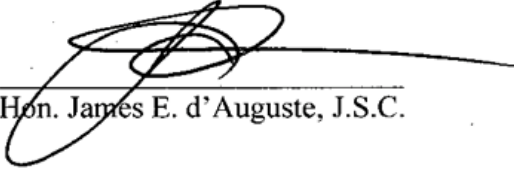
of the City of New York are granted, and those claims are dismissed as against them; and it is further

ORDERED that plaintiffs Ariel Mor, Esq. (a/k/a Ari Mor, Esq.) individually and Ari Mor, Esq., P.C.'s causes of action for libel; libel *per se*; breach of contract; and declaratory judgment are dismissed with leave for plaintiffs to replead these claims with specificity as set forth herein and serve an amended complaint as to those causes of action within thirty (30) days of the date of this decision and order; and it is further

ORDERED that those branches of the motion to dismiss by defendants Imbesi Law P.C., Vincent James Imbesi, and Brittany Sloane Weiner with respect to plaintiffs Ariel Mor, Esq. (a/k/a Ari Mor, Esq.) individually and Ari Mor, Esq., P.C.'s causes of action for injurious falsehood; tortious interference with prospective business advantages, opportunities and relations; fraud; and partial constructive eviction are denied as moot; and it is further

ORDERED that the Clerk is directed to enter judgment accordingly.

This constitutes the decision and order of this Court.

  
Hon. James E. d'Auguste, J.S.C.

5/8/2020  
DATE

CHECK ONE:	<input checked="" type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> DENIED	<input type="checkbox"/> NON-FINAL DISPOSITION	<input type="checkbox"/> OTHER
	<input type="checkbox"/> GRANTED		<input checked="" type="checkbox"/> GRANTED IN PART	
APPLICATION:	<input type="checkbox"/> SETTLE ORDER		<input type="checkbox"/> SUBMIT ORDER	
CHECK IF APPROPRIATE:	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN		<input type="checkbox"/> FIDUCIARY APPOINTMENT	<input type="checkbox"/> REFERENCE