

14th St. Med., P.C. v Epstein
2020 NY Slip Op 31292(U)
April 22, 2020
Supreme Court, New York County
Docket Number: 651211/2018
Judge: Kathryn E. Freed
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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. KATHRYN E. FREED **PART** **IAS MOTION 2EFM**

Justice

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INDEX NO. 651211/2018

14TH STREET MEDICAL, P.C.,

MOTION SEQ. NO. 001, 002, 003

Plaintiff,

- v -

MICHELINE EPSTEIN, M.D.,

DECISION AND ORDER

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36

were read on this motion to/for QUASH SUBPOENA, FIX CONDITIONS.

The following e-filed documents, listed by NYSCEF document number (Motion 002) 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 123

were read on this motion to/for SUMMARY JUDGMENT(AFTER JOINDER).

The following e-filed documents, listed by NYSCEF document number (Motion 003) 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136

were read on this motion to/for SUMMARY JUDGMENT(AFTER JOINDER).

In this action sounding in breach of contract, plaintiff 14th Street Medical, P.C. (“14th Street Medical”) moves for a protective order, pursuant to CPLR 2304, 3101 and 3103, seeking to quash and/or vacate and/or modify the non-party subpoena dated April 19, 2018, which was served by defendant Micheline Epstein, M.D. (“Dr. Epstein”) upon 14th Street Medical’s counsel, Kenneth Kutner, Esq. (“Kutner”) (Doc. 7) (Motion Sequence 001). Additionally, 14th Street Medical moves, pursuant to CPLR 3212, for summary judgment on each of its causes of action and for dismissal of Dr. Epstein’s counterclaims (Doc. 48) (Motion Sequence 002). Dr. Epstein also moves, pursuant to CPLR 3212, for an order dismissing the complaint in its entirety, with prejudice

(Doc. 106) (Motion Sequence 003). After a review of the relevant case law and statutes, the motions are decided as follows.

FACTUAL AND PROCEDURAL HISTORY:

In April 2017, Dr. Epstein was hired as a primary care physician by 14th Street Medical in Manhattan (Doc. 1). The parties executed an employment agreement, which included, in pertinent part, that:

5.2 “[the p]hysician shall retain independent discretion and exercise independent judgment in the manner and means of providing professional services in regard to the diagnosis and treatment of patients of [14th Street Medical] treated by or under the supervision of Physician” (Doc. 55)

11.1 “[14th Street Medical] or Physician may terminate this Agreement at any time and for any reason, provided that the either Corporation or Physician must deliver to written notice of such intention to terminate not less than ninety (90) days prior to the date on which termination is desired” (Doc. 55).

14.2.5 “For a period of two (2) years after leaving [14th Street Medical], the Physician shall not on his own behalf, or on behalf of any other person, firm, corporation or other entity induce or attempt to induce or in any way encourage employee of the Corporation to leave the service of the Corporation.” (Doc. 55).

On March 14, 2018, 14th Street Medical commenced this action against Dr. Epstein by filing a summons and complaint (Doc. 1). It asserted two causes of action in the complaint: (1) that Dr. Epstein violated the terms of the agreement by failing to provide 14th Street Medical with the requisite 90-day written notice of her intention to terminate her employment and; (2) that she violated the non-inducement provision of the agreement insofar as she “induced and caused four employees, [Ashley Perez (“Perez”), Tanya Fontanez (“Fontanez”), Naomi Bowen (formerly Naomi Fernandez) (“Fernandez”) and Jasmine Jones (“Jones”)] to depart from [14th Street Medical] at or about the same time that she departed” (Doc. 1).

Dr. Epstein filed an answer on April 5, 2018, with affirmative defenses, and she asserted two counterclaims (Doc. 5). In the first counterclaim, Dr. Epstein claimed that 14th Street Medical had “interfered with her contractually-required independent discretion and judgment in caring for her patients” by directing her to order unnecessary medical tests for her patients and by altering her notes when she refused to order them (Doc. 5). She also claimed that, by orally terminating her employment on February 9, 2018, 14th Street Medical breached section 11.1 of the agreement by failing to provide prior written notice (Doc. 5). In her second counterclaim, Dr. Epstein claimed that 14th Street Medical violated Labor Law § 741 because it took retaliatory action against her for resisting and objecting to the improper medical tests which she believed in good faith constituted improper quality of patient care (Doc. 5).

In the facts supporting her counter claims, Dr. Epstein alleged that she met with Kutner in mid-September 2017 after Yan Feldman (“Feldman”), the practice administrator, suggested that she meet with him to discuss her role in 14th Street Medical (Doc. 5). During their meeting, Dr. Epstein voiced her concern about the pressure exerted by Feldman on her and other physicians to order unnecessary and expensive tests to generate income for 14th Street Medical (Doc. 5). She claimed that “Kutner responded that part of her job was to ‘push back’ against . . . Feldman when he demanded that unnecessary or inappropriate medical tests be ordered” (Doc. 5). Kutner allegedly told Dr. Epstein that, before owning 14th Street Medical, Feldman owned a medical office in Washington Heights, where people in the community were older, less educated, and less likely to question their doctors when increased medical testing was ordered and, thus, that Feldman “was still getting use to the fact that the patient community in the East Village was younger and better educated than those in Washington Heights” (Doc. 5). 14th Street Medical denied these allegations (Doc. 6).

In April 2018, Dr. Epstein initiated a related action against Feldman styled *Micheline Epstein M.D. v Yan Feldman*, Supreme Court, New York County Index Number 153088/2018), by filing a summons and complaint (“the related action”) (Doc. 73). In the complaint, Dr. Epstein asserted a cause of action for tortious interference with contract, alleging, *inter alia*, that Feldman intentionally caused 14th Street Medical to terminate her employment without notice and that Feldman’s actions arose solely out of malice to shield his own misconduct, which included compelling physicians to order unnecessary medical tests (Doc. 73 at 6-7). In lieu of an answer, Feldman filed a motion to dismiss pursuant to CPLR 3211(a)(1) and 3211(a)(7) (Doc. 74). By decision and order filed April 24, 2019 (“the 4/24/19 order”), this Court dismissed the complaint pursuant to CPLR 3211(a)(1) (Doc. 74), reasoning that:

“[t]he documentary evidence that Feldman submitted with the motion papers—in particular, text messages from [Dr.] Epstein that she was “done with it” and that she was “walking out!” on February 9, 2018 — demonstrate that plaintiff was not terminated from her job, but rather resigned due to deep disagreements between herself and Feldman. Indeed, in opposition, plaintiff did not even submit any evidence supporting her claim that she was fired” (Doc. 74).

On April 19, 2018, Dr. Epstein served Kutner with a subpoena directing him to appear for a deposition and to produce documents relating to all communications between them and all documents concerning any in-person meetings with her (Doc. 9). In June 2018, 14th Street Medical moved, *inter alia*, to quash the subpoena (Doc. 7-18).

On May 14, 2019, 14th Street Medical moved for summary judgment on its causes of action on liability and for dismissal of Dr. Epstein’s counterclaims (Doc. 48-64). Dr. Epstein opposed the motion (Docs. 67-91). Then, in August 2019, she moved for summary judgment dismissing 14th Street Medical’s causes of action (Doc. 106).

LEGAL CONCLUSIONS:**14th Street Medical's Motion for Summary Judgment** (Motion Sequence 002)

It is well-established that “[t]he proponent of a summary judgment motion must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to eliminate any material issues of fact from the case” (*Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853 [1985] [citations omitted]; see CPLR 3212 (b); *Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]). If the moving party makes a prima facie showing of entitlement to judgment as a matter of law, the burden then shifts to the party opposing the motion to present evidentiary facts in admissible form which raise a genuine, triable issue of fact (see *Mazurek v Metro. Museum of Art*, 27 AD3d 227, 228 [1st Dept 2006]). If, after viewing the facts in the light most favorable to the non-moving party, the court concludes that a genuine issue of material fact exists, then summary judgment will be denied (see *Vega v Restani Constr. Corp.*, 18 NY3d 499, 503 [2012]; *Rotuba Extruders, Inc. v Ceppos*, 46 NY2d 223, 231 [1978]).

In support of its motion for summary judgment, 14th Street Medical argues, *inter alia*, that it is entitled to judgment on its first cause of action for breach of contract based on section 11.1 of the agreement because Dr. Epstein violated the terms of her employment agreement when she resigned without first providing it a 90-days written notice (Doc. 51 at 9-13). Relatedly, it claims that, considering the 4/24/19 order finding that she had resigned, Dr. Epstein is collaterally estopped from now arguing that she was terminated from her employment (Doc. 51 at 13). Thus, argues 14th Street Medical, Dr. Epstein's counterclaim for breach of contract based on the same section of the agreement is devoid of merit (Doc. 51 at 13). Moreover, because she is unable to establish that 14th Street Medical terminated her employment and therefore took an adverse

employment action against her, 14th Street Medical contends that Dr. Epstein's counterclaim based on retaliatory action under the Labor Law must also be dismissed (Doc. 51 at 15).

Additionally, 14th Street Medical argues that it is entitled to summary judgment on its second cause of action for breach of contract based on the non-inducement provision section 14.2.5 of the agreement (Doc. 50 at 3). It claims that Dr. Epstein actively encouraged employees to leave their employment, including the four employees that left with her on February 9, 2018 (Doc. 50 at 3). Since Dr. Epstein sent an email on February 10, 2018 to several employees, stating that her resignation was effective February 7, 2018, 14th Street Medical claims that she violated section 14.2.5 by inducing the four employees who resigned from 14th Street Medical on February 9, 2018 to leave (Doc. 50 at 3).

In support of its motion for summary judgment, 14th Street Medical submits, *inter alia*, a copy of the physician employment agreement executed between the parties on April 19, 2017 (Doc. 55); the email from Dr. Epstein dated February 10, 2018, in which she indicated that her "resignation date is effective on 02/07/18" (Doc. 57); a text message from Dr. Epstein to Fernandez, dated February 5, 2018, in which she stated: "[h]e's a loser, get another job and move girl" (Doc. 61); and another text message dated February 9, 2018, wherein Dr. Epstein told Perez: "[t]hey crazy, we should all quit at once!!!!" (Doc. 62). 14th Street Medical also submitted an excerpt of Perez's deposition in which she testified that Dr. Epstein saw more patients than any other physician in the office (Doc. 63). 14th Street Medical also submits the affidavit of Feldman, who affirms, *inter alia*, that he never directed Dr. Epstein to order unnecessary tests or procedures (Doc. 49).

In opposition to 14th Street Medical's motion for summary judgment, Dr. Epstein argues that she did not resign but, rather, that Feldman terminated her on February 9, 2018, without written

notice (Doc. 67). In support of this argument, Dr. Epstein submits the affidavit of Fontanez, who claims she overheard Feldman fire Dr. Epstein (Doc. 87). Moreover, she submits, *inter alia*, her deposition testimony from February 7, 2019 and her affidavit, in which she denies ever encouraging or inducing any of the four employees to resign on February 9, 2018 or after she departed from the medical office (Docs. 81, 86). She claims that it so happened that they all left 14th Street Medical on the same day (Docs. 81, 86).

Perez testified at her deposition that she left 14th Street Medical because Feldman was directing her to perform tasks that were not medically necessary and that her resignation was not based on anything Dr. Epstein said or did (Doc. 82). Perez also testified that she had been looking for work prior to February 9, 2018 (Doc. 82). Similarly, Rodriguez testified that Dr. Epstein had not solicited her to leave 14th Street Medical (Doc. 83), and both Jones and Fontanez attest to the same in their affidavits (Doc. 87-88).

Dr. Epstein also submits an excerpt from Feldman's deposition testimony from February 12, 2019 (Doc. 84). When asked what his basis was for believing that Dr. Epstein had solicited, induced, or encouraged one of its staff members to resign after leaving 14th Street Medical, Feldman testified, in pertinent part, "[Dr. Epstein] did not do it after, she did it while" (Doc. 84).

Syra Hanif, a former primary care physician at 14th Street Medical, avers in her affidavit that Feldman regularly insisted that she order procedures, studies, tests and examinations for patients that she deemed unnecessary and which "interfer[ed] with [her] independent discretion and exercise of independent judgment in the manner and means by which [she] provided professional services in diagnosing and treating patients" (Doc. 89). She also affirms that "Feldman similarly interfered with the practice of medicine [of] other medical doctors employed by 14th Street Medical, including but not limited to . . . [Dr.] Epstein" (Doc. 89). Attached to her

affidavit, Hanif references a series of text messages from January 2018, as between her, Dr. Epstein and Rahul Solanki, another physician, in which they complained about Feldman's attempt to direct them to order unnecessary medical tests of patients (Doc. 90-91).

As an initial matter, this Court agrees with 14th Street Medical that Dr. Epstein is collaterally estopped from arguing that she was terminated from her employment (*see Full v County of Monroe & Monroe County Airport Auth.*, 174 AD3d 1321, 1322 [4th Dept 2019]; *Peterkin v Episcopal Social Servs. of N.Y., Inc.*, 24 AD3d 306, 307-308 [1st Dept 2005]; *Simmons v Plotch*, 2019 NYLJ LEXIS 3196, *8 [Sup Ct, Queens County 2019]). It is well-settled that “[c]ollateral estoppel, or issue preclusion, ‘precludes a party from relitigating in a subsequent action or proceeding an issue clearly raised in a prior action or proceeding and decided against that party [or those in privity,] whether or not the tribunals or causes of action are the same’” (*Ventur Group, LLC v Finnerty*, 80 AD3d 474, 475 [1st Dept 2011], quoting *Ryan v New York Telephone Co.*, 62 NY2d 494, 500 [1984]; *see BDO Siedman LLP v Strategic Resources Corp.*, 70 AD3d 556, 560 [1st Dept 2010]). The identical issue regarding Dr. Epstein's resignation and/or termination was raised and decided in the 4/24/19 order. At that time, Dr. Epstein had the opportunity to refute Feldman's proof of her resignation by showing that she had been terminated, but she failed to do so. Further, Dr. Epstein has failed to demonstrate that she provided 14th Street Medical with written notice 90 days prior to her resignation. Thus, summary judgment on liability is granted to 14th Street Medical on its claim for breach of contract based on its first cause of action, and an inquest shall be held to determine the extent of its damages (*see Jeffers v American University of Antigua*, 169 AD3d 443, 444 [1st Dept 2019]).¹

¹ Given this Court's finding on 14th Street Medical's first cause of action, that branch of its motion seeking dismissal of Dr. Epstein's second counter claim is also granted insofar as her

Summary judgment on 14th Street Medical's second cause of action, based on Dr. Epstein's alleged breach of the non-inducement provision in the agreement, is denied insofar as triable issues of fact exist. It should be noted that section 14.2.5 only precluded Dr. Epstein from engaging in the prohibited conduct "[f]or a period of two (2) years *after* leaving the Corporation" (emphasis added) (Doc. 55). However, there is a question of fact as to whether Dr. Epstein's text messages to her coworkers violated this provision. The date of Dr. Epstein's resignation is unclear. Feldman asserts in his affidavit that Dr. Epstein resigned on February 9, 2018 (Doc. 49). However, 14th Street Medical's argument for summary judgment on its second cause of action also relies on the "effective date" of February 7, 2018 to argue that Dr. Epstein's text message to Perez, on February 9, 2018, was sent before her resignation. Thus, summary judgment on this claim is denied.

Assuming, *arguendo*, that 14th Street Medical satisfied its prima facie entitlement to summary judgment, Feldman's deposition testimony, as submitted by Dr. Epstein, raises an issue of fact. Feldman testified that Dr. Epstein's alleged solicitation occurred before her resignation. Additionally, Jones, Fontanez, Perez and Rodriguez all confirm that Epstein never induced or solicited them to leave their employment.

That branch of 14th Street Medical's motion seeking dismissal of Dr. Epstein's first counter claim premised on a breach of section 5.2 is also denied. Although Feldman asserts that he never directed Dr. Epstein to order unnecessary medical tests, Hanif's affidavit and the text messages between several employees reflect that there was at least some discussion in the office about

claim for retaliation is premised on her assertion that she was terminated. Moreover, that branch of Dr. Epstein's motion seeking dismissal of 14th Street Medical's first cause of action is rendered moot (*see generally River Tower Owner, LLC v 140 West 57th Street Corp*, 172 AD3d 537, 538 [1st Dept 2019]; *Fireman's Fund Co. v Vogel*, 2014 NY Slip Op 30252[U], 2014 NY Misc LEXIS 376, *20 [Sup Ct, NY County 2014]).

Feldman directing and or pressuring physicians, including Dr. Epstein, to order unnecessary medical exams, which precludes summary judgment on this cause of action.

Dr. Epstein's Motion for Summary Judgment (Motion Sequence 003)

With respect to 14th Street Medical's breach of contract claim based on the non-solicitation provision, Dr. Epstein argues that its must be dismissed for two reasons: (1) Dr. Epstein and the four employees have affirmed, under oath, that no such solicitation occurred, and 14th Street Medical has adduced no evidence to the contrary; (2) the agreement only precluded Epstein from such solicitation after the termination of her employment and "[14th Street Medical] has also confirmed that it is aware of no evidence of any alleged solicitation of employees by Dr. Epstein after her employment terminated" (Doc. 120 at 7).

As previously discussed, Dr. Epstein's email, indicating that her resignation was effective February 7, 2018, raises an issue of fact regarding whether her email to Perez on February 9, 2018 violated the non-inducement provision. Therefore, Dr. Epstein's motion seeking dismissal of the second cause of action is denied.

Subpoena

CPLR 3101 provides that "[t]here shall be full disclosure of all matter material and necessary in the prosecution or defense of an action." Courts have wide discretion in deciding what is material and necessary to the prosecution or defense of an action (*see 241 Fifth Ave. Hotel, LLC v GSY Corp.*, 2014 NY Misc LEXIS 6236, *7-8 [Sup Ct, NY County 2014]). Moreover, a "court may . . . make a protective order denying, limiting, conditioning or regulating the use of

any disclosure device . . . to prevent unreasonable annoyance, expense, embarrassment, disadvantage, or other prejudice to any person or the courts” (CPLR 3103 [a]).

“The party seeking the protective order bears the initial burden to show either the discovery sought is irrelevant or that it is obvious the process will not lead to legitimate discovery” (*Shanghai Nonobank Fin. Info. Serv. Co., Ltd. v Yang Jie*, 2019 NY Slip Op 32043[U], 2019 NY Misc LEXIS 3897, *24 [Sup Ct, NY County 2019] [internal quotation marks and citation omitted]). Once this burden is met, the subpoenaing party has the burden of establishing that the discovery is material and necessary; however, since depositions of opposing counsel is highly disfavored, the Appellate Division, First Department, also requires that the subpoenaing party show “good cause [for the deposition], in order to rule out the possibility that the deposition is sought as a tactic intended solely to disqualify counsel or for some other illegitimate purpose” (*Liberty Petroleum Realty, LLC v Gulf Oil, L.P.*, 164 AD3d 401, 405 [1st Dept 2018]).

In support of its motion to quash the subpoena, 14th Street Medical argues, *inter alia*, that the subpoena “is nothing more than an unwarranted intrusion and a pretextual attempt to disqualify [14th Street Medical’s] counsel from representing [it] in this matter” (Doc. 8 at 3). Moreover, 14th Street Medical claims that the subpoena is defective as a matter of law insofar as it fails to state the circumstances or reasons for the disclosure, or whether the testimony and documents are material and necessary (Doc. 8 at 3). Further, 14th Street Medical argues that Kutner attempted to resolve this matter in good faith and provided Dr. Epstein with all requested information in his possession, including communications with her and documents concerning their in-person meeting (Doc. 8 at 4).

On May 17, 2018, Kutner sent a letter to Epstein requesting that she withdraw the subpoena (Doc. 17). Annexed to his letter, Kutner provided Dr. Epstein with their prior email exchanges

(Doc. 17). In an email dated September 13, 2017, Epstein stated: “[i]t was great talking to you and feeling reassured about my intentions and plans before accepting this new opportunity” (Doc. 17). There is also a document reflecting that Epstein sent Kutner a request to join his LinkedIn network on that same day (Doc. 17).

In opposition to 14th Street Medical’s motion to quash, Dr. Epstein argues, *inter alia*, that the deposition of Kutner is material and necessary to her counter claim based on Feldman’s alleged interference with her practice of medicine (Doc. 21). Since the pleading is based upon an attorney’s personal knowledge, claims Dr. Epstein, the deposition is not improper (Doc. 21). On June 22, 2018, Dr. Epstein’s counsel sent 14th Street Medical a letter offering to withdraw the challenged subpoena if it confirmed that it would not call Kutner as a fact witness at trial (Doc. 21). Insofar as 14th Medical Street has not responded to the letter, Dr. Epstein argues that “it would be patently unfair to deprive [her] the opportunity to depose [Kutner] before trial” (Doc. 21).

Here, this Court finds that 14th Street has met its initial burden of establishing that Kutner’s deposition will not lead to legitimate discovery insofar as it argues that Dr. Epstein is seeking his disqualification. Moreover, a party seeking to depose opposing counsel “must show that the deposition is necessary because the information is not available from another source” (*Liberty Petroleum Realty, LLC v Gulf Oil, L.P.*, 164 AD3d at 406). Since Dr. Epstein can testify as to what was allegedly discussed in the meeting, and since she had the opportunity to question Feldman about his previous medical office, she fails to satisfy the burden necessary to deny the protective order (*see Brummer v Wey*, 2019 Slip Op 3891177[U], 2019 WL 3891177, *2 [Sup Ct, NY County 2019];, *compare Adams v Electrolux Home Products, Inc.*, 2019 Slip Op 33191[U], 2019 WL 5547024, *2 [Sup Ct, NY County 2019]).

The remaining arguments are either without merit or need not be addressed given the findings above.

Therefore, in accordance with the foregoing, it is hereby:

ORDERED that plaintiff 14th Street Medical P.C. is awarded partial summary judgment in its favor on the issue of liability on its first cause of action (Motion Sequence 002), and the only remaining issue of fact is the amount of damages to which plaintiff is entitled; and it is further

ORDERED that, following the conclusion of discovery and the filing of the note of issue, the issue of damages on plaintiff 14th Street Medical P.C.'s first cause of action must be proved at the time of trial or other disposition of this matter; and it is further

ORDERED that that branch of 14th Street Medical's summary judgment motion seeking dismissal of Dr. Micheline Epstein's first counter claim for breach of contract is granted to the extent the allegations are based on Section 11.1 of the agreement (Motion Sequence 002), and is otherwise denied; and it is further

ORDERED that that branch of 14th Street Medical's summary judgment motion seeking dismissal of Dr. Micheline Epstein's second counter claim, based on Labor Law § 741 (Motion Sequence 002) is granted; and it is further

ORDERED that Dr. Micheline Epstein's motion for summary judgment seeking dismissal of the complaint (Motion Sequence 003) is denied; and it is further

ORDERED that 14th Street Medical's motion seeking to quash the subpoena dated April 19, 2018, which was served by defendant Dr. Micheline Epstein upon 14th Street Medical's counsel, Kenneth Kutner (Motion Sequence 001), is granted; and it is further

ORDERED that the Clerk of the Court is directed to enter judgment accordingly; and it is further

ORDERED that such service upon the Clerk of the Court and the Clerk of the General Clerk's Office shall be made in accordance with the procedures set forth in the *Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases* (accessible at the "E-Filing" page on the court's website at the address www.nycourts.gov/supetmanh); and it is further

ORDERED that the parties are directed to appear for a status conference on July 21, 2020 at 2:15 p.m., in Part 2, 80 Centre Street, Room 284, unless otherwise notified of a change; and it is further

ORDERED that this constitutes the decision and order of this Court.

4/22/2020
DATE



KATHRYN E. FREED, J.S.C.

CHECK ONE:

CASE DISPOSED

GRANTED

SETTLE ORDER

INCLUDES TRANSFER/REASSIGN

DENIED

NON-FINAL DISPOSITION

GRANTED IN PART

SUBMIT ORDER

FIDUCIARY APPOINTMENT

OTHER

REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: