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| Quality King Distributors, Inc. v Chip Fifth Ave. LLC |
| 2020 NY Slip Op 31450(U) |
| April 7, 2020 |
| Supreme Court, New York County |
| Docket Number: 654924/2016 |
| Judge: Paul A. Goetz |
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. PAUL A. GOETZ PART IAS MOTION 47EFM

Justice

-----X INDEX NO. 654924/2016

QUALITY KING DISTRIBUTORS, INC.,

Plaintiff,

MOTION DATE 06/20/2019, 06/20/2019

- v -

MOTION SEQ. NO. 005 006

CHIP FIFTH AVENUE LLC,

Defendant.

DECISION + ORDER ON MOTION

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 005) 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 207, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 277, 278, 279, 280, 281, 282, 283, 284, 285

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

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

This action involves competing claims for damages resulting from the alleged breach of a commercial lease (the Lease), for the entire 12th floor of 85 Fifth Avenue in Manhattan (the premises), running from July 1, 2013 to April 30, 2016, with defendant Chip Fifth Avenue LLC (Chip Fifth) as the lessor, and nonparties S3 Digital Corp (S3), and Cloudbreak Group LLC (Cloudbreak), as the initial lessees. The annual rent for the third year was \$445,578, payable in monthly installments.

As the result of a series of agreements involving assignment and assumption of the Lease, a guaranty in favor of Chip Fifth of the Lease by Quality King Distributors, Inc. (Quality King;

Seelig Affd, Ex 2, the Guaranty), guaranties by other entities now released, and a bankruptcy proceeding in the District of Nebraska involving S3 and an affiliated company of S3, Circle Media, Inc. (Circle Media) as debtors, the only remaining claims in this action are claims by Quality King, as assignee of S3, relating to the alleged wrongful eviction of S3 by Chip Fifth, and a claim by Chip Fifth against Quality King as guarantor, for Chip Fifth's costs and attorneys' fees, under the Lease.

In motion sequence number 005, Quality King moves for summary judgment on its causes of action for breach of contract (first), wrongful eviction (second), treble damages pursuant to RPAPL 853 (third), a declaration that the obligation to pay rent was discharged (fourth), trespass (fifth); and for summary judgment dismissing Chip Fifth's claim for costs and attorneys' fees.

In motion sequence number 006, Chip Fifth moves for summary judgment dismissing all of Quality King's claims against Chip Fifth, and a finding that Quality King is contractually obligated to reimburse Chip Fifth for all costs and expenses, including reasonable attorneys' fees, incurred in connection with this action.

Motion sequence numbers 005 and 006 are consolidated for disposition.

BACKGROUND

The facts are largely not in dispute. In or around June 2013, S3 and Cloudbreak, as joint tenants, entered into a commercial lease with Chip Fifth, as landlord, for the 12th floor of the building known as 85 Fifth Avenue in Manhattan. On or about August 29, 2015, Cloudbreak assigned all its rights and obligations under the Lease to S3. In connection with the assignment, Quality King provided a guaranty to Chip Fifth.

In July and August of 2015 S3 only made partial rent payments and made no further payments thereafter, and at that time S3 was subleasing portions of the premises to various subtenants, including Cyrus Innovation, LLC, George Leades and Michael Flutie. In addition to not paying rent, S3 failed to pay electric charges due as additional rent on a monthly basis

On September 24, 2015, Charles Seelig (Seelig), the principal of Chip Fifth, sent an email to Joe Casey (Casey), a principal of both S3 and of Circle Media, informing him that they were "moving rapidly to the point where [Chip Fifth] will be petitioning you and your guarantor for October rent and Con Edison. What is the status?" (Seelig Affd, Ex 19). Casey replied, by email dated September 28, 2015, that "as promised, Circle Media and Cyrus Innovations [a subtenant] will be exiting the premises on or before September 30, 2015" (*id.*).

On October 5, 2015, Chip Fifth changed the electronic security access codes, blocking access for employees of S3 (the Deactivation).

On October 29, 2015, after negotiations for the surrender of the Lease failed, Chip Fifth commenced an action against Quality King, as guarantor, to pay S3's obligations under the Lease, including rent, additional rent, and Chip Fifth's costs and attorneys' fees (the Guaranty Action [NY Co. Index No. 161128/2015]). S3 subsequently filed this action against Chip Fifth for breach of contract, wrongful eviction, treble damages, a declaration that the obligation to pay rent was discharged, trespass and conversion (the Wrongful Eviction Action). By amended decision and order dated April 11, 2017, (Edwards, J.) the Guaranty and the Wrongful Eviction Actions were joined for discovery and trial.

On October 17, 2016 Chip Fifth obtained a judgment (the Judgment) against Quality King in the Guaranty Action for \$308,743 (Wright, J.). The Judgment did not include Chip Fifth's claim for costs and attorneys' fees.

The Appellate Division, First Department affirmed the Judgment (*Chip Fifth Ave. LLC v Quality King Distrib., Inc.*, 158 AD3d 418, 418 [1st Dept 2018]), on the ground that Quality King's guaranty of the rental obligations was absolute and unconditional. The Appellate Division also dismissed the appeal of Justice Wright's denial of re-argument, stating that it was subsumed in the appeal. Justice Wright stated in his decision and order on Chip Fifth's motion for partial summary judgment in the Guaranty Action (Canter Affm, Ex 9), that S3's allegation of a wrongful eviction, in the 5th affirmative defense in the Guaranty Action, was stated in conclusory fashion with no supporting factual allegations, nor was any "method of eviction alleged" (*id.*). In granting re-argument and adhering to the court's original decision, Justice Wright stated that, upon a review of the moving and opposing papers

"[t]he alleged illegal eviction allegedly took place on or about October 5, 2015. A full reading of the affidavit of John Libro ... does not say that Circle Media was summar[ily] evicted. It merely says that some employees of some company had their access cards revoked. Some other subtenants apparently continued in possession. Pointedly, the affidavit does not claim that Choice was denied access to the premises. So long as there was possession, rent had to be paid"

(*id.*, exhibit 15).

S3 and Circle Media filed a bankruptcy petition on October 27, 2017, in the District of Nebraska ("the bankruptcy proceeding"). By a settlement agreement filed in the bankruptcy proceeding dated December 11, 2017 (Cizmarik Affm, Ex 8), S3 and its affiliates assigned the Wrongful Eviction Action to Quality King. The settlement agreement was approved by the bankruptcy court on January 5, 2018 (e-filed docs. 76-79). On February 26, 2018, Chip Fifth filed a proof of claim for \$1,001,969.21 against S3 only (Cizmarik Affm, Ex 9). The itemized schedule attached to Chip Fifth's proof of claim lists rent totaling \$475,528, electric charges of \$14,131.06, maintenance charges of \$12,000, re-letting expenses of \$32,000, late charges of

\$26,682.95, and attorneys' fees of \$576,627.20, which were partially offset by the security deposit in the amount of \$105,000 and rent payments totaling \$30,000 including payments from a subtenant (*id.*). On May 31, 2018 the bankruptcy court approved the bankruptcy plan (*id.* Exs 7 & 10).

On June 14, 2018 Quality King was substituted in as plaintiff, S3's assignee in this action (e-filed docs. 75-79).

The parties executed stipulation of discontinuance dated February 25, 2019, wherein Chip Fifth discontinued all its claims against Quality King, except for its claim for costs and attorneys' fees. Therefore, the remaining claims are by Quality King, in its capacity as assignee of S3's rights under the Lease, and by Chip Fifth against Quality King in Quality King's capacity as S3's assignee.

DISCUSSION

"The 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" (*Pullman v Silverman*, 28 NY3d 1060, 1062 [2016]). "Failure to make such prima facie showing requires denial of the motion, regardless of the sufficiency of the opposing papers" (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]). Once prima facie entitlement has been established, in order to defeat the motion, the opposing party must "assemble, lay bare, and reveal his [or her] proofs in order to show his [or her] defenses are real and capable of being established on trial . . . and it is insufficient to merely set forth averments of factual or legal conclusions" (*Genger v Genger*, 123 AD3d 445, 447 [1st Dept 2014], quoting *Schiraldi v U.S. Min. Prods.*, 194 AD2d 482, 483 [1st Dept 1993]). If there is any

doubt as to the existence of a triable fact, the motion for summary judgment must be denied (*O'Brien v Port Authority N.Y. & N.J.*, 29 NY3d 27, 37 [2017]).

All of Quality King's claims rest on its contention that by deactivating the security access cards on October 5, 2015, Chip Fifth utilized self-help and evicted S3 without first providing S3 with a valid rent demand and notice of the amount of rent due, by registered or certified or express mail, in accordance with section 28 of the Lease. Chip Fifth argues, inter alia, that Quality King cannot establish its breach of contract claim, that the court has already rejected Quality King's wrongful eviction claim, that Chip Fifth re-entered the premises under the express terms of the lease after serving valid rent demands and that it should be awarded contractual costs including attorneys' fees.

Breach of contract

"To make a prima facie case on its breach of contract claim, plaintiff had to demonstrate the existence of a contract, the plaintiff's performance thereunder, the defendant's breach thereof, and resulting damages" (*Belle Light, LLC v Artisan Constr. Partners LLC*, 178 AD3d 605, 606 [1st Dept 2019] [internal quotation marks omitted]). There is no dispute as to the first element, the existence of a contract (the Lease) between the landlord and the tenant. Quality King has not and cannot establish the second element, performance under the Lease because as has previously been determined by this court and affirmed the First Department, the tenant defaulted on its obligation under the lease to pay rent (*Chip Fifth v Quality King Distribs., Inc.*, 158 AD3d 418 [1st Dept 2018]). The tenant's obligation to pay rent under the Lease is an independent covenant not suspended or excused by the Landlord's alleged subsequent failure to provide a valid rent demand (*accord Universal Communications Network, Inc. v 229 W. 28th Owner, LLC*, 85 AD3d 668, 669 [1st Dept 2011] [observing "the obligation to pay rent pursuant to a commercial lease is

an independent covenant, and thus, cannot be relieved by allegations of a landlord’s breach, absent an express provision to the contrary”). Since the tenant failed to perform under the Lease by not paying rent and additional rent, Quality King’s motion for summary judgment as to its breach of contract claim must be denied and Chip Fifth’s motion for summary judgment on this claim must be granted (*accord High Tech Enters. & Elec. Servs. Of NY, Inc. v Expert Elec., Inc.*, 113 AD3d 546 [1st Dept 2014] [dismissing the plaintiff contractor’s breach of contract claim and granting summary judgment on this claim to the defendant because evidence established plaintiff walked off the job, leaving work incomplete and largely unsatisfactory]).

Wrongful eviction

In *Barash v Pennsylvania Terminal Real Estate Corp.* the Court of Appeals observed that “[a]n actual eviction occurs only when the landlord wrongfully ousts the tenant from physical possession of the leased premises. There must be a physical expulsion or exclusion” (26 NY2d 77, 82 [1970]). Where a landlord bars a tenant from entering the premises, it is a partial actual eviction and where a landlord changes the locks or padlocks the door, an actual eviction has occurred (*id.* at 83). Conversely, where a landlord’s wrongful acts substantially and materially deprive a tenant of the beneficial use and enjoyment of the premises, a constructive eviction has occurred even though there has been no physical expulsion or exclusion of the tenant (*id.*). For example, a landlord’s failure to provide an essential service to the demised premises constitutes a constructive eviction (*id.* at 85). In order to establish a claim for a constructive eviction, the tenant must abandon the premises (*id.* at 86).

Here, although denying employees of S3 access to the premises by changing the card access code is akin to changing the lock on the door and thus an actual eviction, as this court previously determined in its October 6, 2016, decision and order in the Guaranty Action, the

affidavit of John Libro (former vice president of S3, annexed to Quality King's moving papers as exhibit 11) dated June 20, 2016 merely establishes that some of S3's employees had their access cards to the premises deactivated, S3's subtenants, the court inferred, continued to occupy the premises. Therefore, S3 was not actually evicted from the premises since its subtenants still retained their access to the premises. Depriving some or even all of S3's employees' access to the premises while S3's subtenants retained access is more analogous to deprivation of an essential service and thus a constructive eviction of S3 than to changing of the lock resulting in an actual eviction. Because S3 did not completely abandon the premises since its subtenants remained, Chip Fifth cannot be held liable for the alleged constructive eviction.

Moreover, S3's September 28, 2015, email to Chip Fifth assuring that it would be vacating the premises along with its subtenants by September 30, 2015, undercuts Quality King's argument that the landlord intended to evict S3. Disabling the access cards after the date S3 said it would vacate the premises suggests not an intention to evict S3 but rather an intention to secure the premises after S3 was no longer supposed to be a tenant (*C.E Towers Co. v Trinidad & Tobago Airways Corp.*, 903 F Supp 515, 529 [SDNY 1995] [finding evidence established landlord's intention when it changed the locks was to secure the premises not to keep tenant out]).

Accordingly, Quality King's motion for summary judgment on its wrongful eviction claim must be denied and Chip Fifth's motion for summary judgment on this claim must be granted.

Treble Damages and Trespass

In light of the determination that summary judgment must be granted to Chip Fifth on Quality King's wrongful eviction claim, summary judgment must be denied to Quality King on

its claims for treble damages pursuant to RPAPL 853 and trespass, and granted to Chip Fifth on these claims as well because they are duplicative of Quality King's wrongful eviction claim (*Salem v US Bank Natl. Assn.*, 82 AD3d 865, 866 [2nd Dept 2011] [holding where the defendant was not liable for wrongful eviction, it could not be liable for treble damages or for trespass]).

Conversion

In order to prevail on its conversion claim Quality King must establish "legal ownership" of "a specific identifiable thing" that S3 allegedly left behind at the premises (*Schulz v Dattero*, 104 AD3d 831, 833 [2d Dept 2013]). John Libro, a vice president with S3, testified at his deposition that he had no firsthand knowledge of any items that S3 may have left at the premises after September 30, 2015 (Canter Affm Ex 23, 47:14-23). His brother, Dan Libro, head of operations and client relationships at S3, recalled at his deposition only that "some furniture" had been left at the premises but was unable to identify any specific items (Canter Affm Ex 24, 47: 7-18). This testimony by John and Dan Libro does not provided any basis for identifying specific items owned by S3 that were left at the premises. Moreover, contrary to Quality King's argument, its interrogatory responses, verified by its attorney, fail to raise an issue of fact (*accord Lerch v Ark Restoration & Design Ltd.*, 137 AD3d 637, 638 [1st Dept 2016] [holding attorney affirmation insufficient to raise a triable issue of fact]).

In addition to showing ownership of specific identifiable items, in the context of a real property dispossession where, as here and as shown above, the landlord had legal possession of the premises, the tenant must establish that it made a demand for return of the property (*Cuprys v Volpicelli*, 170 AD3d 1477, 1478 [3rd Dept 2019] [observing, in part, that a demand for return of property is an element of a conversion claim in the context of a real property dispossession]). There

is no evidence in the record that either S3 or Quality King made a demand for return of the allegedly converted property.

Accordingly, because Quality King fails to establish legal ownership of specific identifiable items and because it (and S3) failed to demand return of the allegedly converted property, summary judgment on this claim must be denied to Quality King and granted in favor of Chip Fifth.

Chip Fifth's Costs Claim

The First Department, has already affirmed this court's determination that Chip Fifth is entitled to attorneys' fees under the guaranty in the Guaranty Action (*Chip Fifth Ave.*, 158 AD3d at 419).

In this Wrongful Eviction Action, Chip Fifth seeks attorneys' fees and costs under the Lease. Paragraph 52 of the Lease provides:

[t]enant hereby agrees to pay as additional rent, all reasonable attorneys' fees (and all other costs or expenses of legal proceedings) which Landlord may incur or pay out by reason of or in connection with . . .(v) any action or proceeding brought by Tenant against Landlord . . . in which Tenant fails to secure a final judgment against Landlord"

As set forth above Quality King, as tenant's assignee, is not securing a final judgment against Chip Fifth on any of its causes of action since summary judgment is being granted in favor of Chip Fifth on all of Quality King's causes of action.

Quality King contends, however, that Chip Fifth is not entitled to attorneys' fees and costs in the Wrongful Eviction Action because Chip Fifth expressly released any claim for attorneys' fees and costs against S3 and its assignee Quality King in the bankruptcy proceeding.

Chip Fifth makes several arguments in reply to Quality King's opposition. First, according to Chip Fifth, the scope of the Third-Party Release in the bankruptcy proceeding was

limited to what it demanded in the Proof of Claim it filed in the bankruptcy proceeding and attorneys' fees for the Wrongful Eviction Action were not included. Concomitantly, according to Chip Fifth, Quality King was not a "Released Party" under the bankruptcy plan with respect to the attorneys' fees at issue in the Wrongful Eviction Action. Chip Fifth next argues that Quality King's argument is incompatible with the terms of the Lease. Finally, Chip Fifth posits even if it did release its claim for attorneys' fees in the bankruptcy proceeding, Quality King remains liable for the attorneys' fees as guarantor under the Guaranty.

Concerning its first argument, that the scope of the Release is limited to what it demanded in its Proof of Claim, Chip Fifth cites to no authority for this proposition and the plain language of the Release contradicts this argument. Initially, notwithstanding Chip Fifth's understanding to the contrary, Quality King is a "Released Party" under the bankruptcy plan because pursuant to the December 11, 2017, settlement agreement it entered into with S3 it is S3's assignee and because Chip Fifth's counter-claim for attorneys' fees in this Wrongful Eviction Action is asserted against Quality King in its capacity as S3's assignee. (See definition of "Released Party" set forth in the Bankruptcy Plan annexed to the Cizmarik Affm Ex 7, ¶ 61).¹ The Bankruptcy Plan includes a broad Third-Party release to which Chip Fifth is bound. It provides in pertinent part that:

Except as otherwise provided in the Plan, as of the Effective Date² and to the fullest extent authorized by applicable law, **each Releasing Party³ expressly, unconditionally, generally and**

¹ This is in contrast to the Guaranty Action wherein Chip Fifth sued Quality King not in its capacity as S3's assignee but rather in its capacity as guarantor under the guaranty agreement.

² The Effective Date is May 31, 2018, the date the bankruptcy court signed the order confirming the plan (See Art IX of the Bankruptcy Plan and the bankruptcy court's confirmation order annexed as Exs 7 & 10 respectively to the Cizmarik Affm).

³ "Releasing Parties" is defined in relevant part as "(b) all Holders of Claims and Interests who are deemed to accept the Plan; (c) all Holders of Claims who vote to accept the Plan; (d) all Holders of Claims entitled to vote on the Plan who abstain from voting on the Plan and who do not opt out of the releases provided by the Plan; (e) all Holders of Claims entitled to vote on the Plan who vote to reject the Plan and who do not opt out of the releases provided by the Plan . . ." (Art I, ¶ 62 of the Bankruptcy Plan annexed as Ex 7 to the Cizmarik Affm [underscoring in original]).

individually and collectively forever releases, acquits, and discharges the Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted or assertable on behalf of the Debtors, any claims asserted or assertable on behalf of an Holder of any Claim against or Interest in the Debtors and any Claims asserted or assertable on behalf of any other entity, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that such Releasing Party (whether individually or collectively), ever had, now has, or hereafter can, shall or may have, based on or relating to, or in any manner arising from, in whole or in part . . . the subject matter of, or the transactions or events giving rise to any Claim or Interest that is affected by or classified in the Plan, the business or contractual arrangements between the Debtors and the Released Parties, . . . or upon any other act or omission, transaction, agreement, event, or other occurrence taking place or arising on or before the Effective Date related or relating to any of the foregoing . . .

As more fully explained above and in the Plan, **the effect of this consensual third party release will be a full and final release of any and all causes of action and all other claims against certain parties as of the Effective Date of the Plan, to the extent such causes of action or claims relate, generally, to the subject matter of the Holders' Claim or the prior or existing business or operations of the Debtors.**

(Art. VIII § D of the Bankruptcy Plan annexed to Cizmarik Affm as Ex 10 [emphasis provided]).

Nowhere in Third-Party Release is there a limit on its application to what was demanded by a claimant in its Proof of Claim as suggested by Chip Fifth. On the contrary, by consenting to the Third-Party Release, Chip Fifth released Quality King of Chip Fifth's claim for attorneys' fees because the subject matter of transactions or events giving rise to the claim for attorneys' fees was affected by the Bankruptcy Plan⁴ and by the contractual arrangement between S3 and Quality King (the December 11, 2017 assignment of the Wrongful Eviction Action) and because Chip Fifth's cause of action for attorneys' fees arose at the latest when it filed its answer with counter-claims seeking attorneys' fees on October 28, 2016, a date well before the May 31, 2018 Effective Date of the Bankruptcy Plan. Consequently, the Chip Fifth's argument that the scope of the Third-Party Release in the Bankruptcy Plan is limited to what it demanded in its Proof of

While there is no indication by either party how or even if Chip Fifth voted on the Plan, Chip Fifth does not argue that it opted out of the releases provided in the Plan, therefore, how it voted is of no moment in this action.

⁴ As evidenced by the attorneys' fees Chip Fifth sought in the Proof of Claim it filed in the bankruptcy proceeding.

Claim is rejected. The highlighted language excerpted from the Third-Party Release above indicates “its exceptional breadth” and “is not reasonably susceptible of more than one interpretation” (*Long v O’Neill*, 126 AD3d 404, 407-408 [1st Dept 2015] [internal quotation marks omitted]). Moreover, “courts have given effect to releases even when the releasors are subjectively unaware of the precise claims they are releasing” (*id.* at 408). To the extent that the Third-Party Release is incompatible with the terms of the Lease, any incompatibility was created by Chip Fifth when it failed to object to the language in the Release and in any event incompatibility with the Lease is not a basis upon which to decline to enforce the Third Party Release (*Rocanova v Equitable Life Assurance Society*, 83 NY2d 603, 616 [1994] [observing reasons for setting aside a release are duress, illegality, fraud, or mutual mistake]; *Allen v Riese Organization, Inc.*, 106 AD3d 514, 516 [1st Dept 2013] [same]).

Accordingly, Quality King’s motion for summary judgment on Chip Fifth’s claim for attorneys’ fees and costs must be granted and Chip Fifth’s motion for summary judgment on this claim denied.

To the extent the parties move for relief pertaining to Chip Fifth’s claim for attorney’s fees under the guaranty, the applications must be denied. While this action and the Guaranty Action were joined for discovery and trial, they were not consolidated for all purposes. Therefore, any further relief sought in the Guaranty Action must be filed under that index number [161128/2015] (*Mars Assoc., Inc. v NYC Education Constr. Fund*, 126 AD2d 178, 185 [1st Dept 1987] [observing “with joinder of trials, each action remains independent of the other” whereas “consolidation gives rise to a new action displacing the actions affected thereby . . .”]).

Accordingly, based on the foregoing it is

ORDERED that the motion (motion sequence number 005), by plaintiff Quality King Distributors, Inc. for summary judgment dismissing the claim of Chip Fifth Avenue, LLC, for costs and attorneys' fees, under the Lease is granted and the counterclaim is dismissed; and the motion is otherwise denied; and it is further

ORDERED that the motion (motion sequence number 006) by defendant Chip Fifth Avenue, LLC, for summary judgment dismissing all claims asserted by Quality King against Chip Fifth is granted and the complaint is dismissed; and the motion is otherwise denied; and it is further

ORDERED that the clerk is directed to enter judgment accordingly without costs or disbursements to either party.

4/7/20

DATE


PAUL A. GOETZ, J.S.C.

CHECK ONE:

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|-------------------------------------|----------------------------|--------------------------|-----------------------|
| <input checked="" type="checkbox"/> | CASE DISPOSED | <input type="checkbox"/> | NON-FINAL DISPOSITION |
| <input type="checkbox"/> | GRANTED | <input type="checkbox"/> | GRANTED IN PART |
| <input type="checkbox"/> | SETTLE ORDER | <input type="checkbox"/> | OTHER |
| <input type="checkbox"/> | INCLUDES TRANSFER/REASSIGN | <input type="checkbox"/> | FIDUCIARY APPOINTMENT |
| | | <input type="checkbox"/> | REFERENCE |

APPLICATION:

CHECK IF APPROPRIATE: