

**Sklar v Itria Ventures, LLC**

2023 NY Slip Op 30852(U)

March 14, 2023

Supreme Court, New York County

Docket Number: Index No. 154067/2019

Judge: Lucy Billings

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: PART 41

-----x  
JEFFREY SKLAR,

Plaintiff

Index No. 154067/2019

-against-

DECISION AND ORDER

ITRIA VENTURES, LLC, NOSSON R. SKLAR  
a/k/a NATHAN R. SKLAR, GRAND STREET  
MEDICINE AND REHABILITATION, P.C.,  
COMPREHENSIVE KIDS DEVELOPMENTAL SCHOOL,  
COMPREHENSIVE EVALUATION SERVICES, PLLC,  
COMPREHENSIVE MANAGEMENT MSO INC.,  
COMPREHENSIVE STAFFING SOLUTIONS LLC,  
MARGOT M. SIGMONE, CAROLANN M. O'DELL,  
JORDON PARKER, and JONATHAN S. GITLIN,

Defendants  
-----x

LUCY BILLINGS, J.S.C.:

Nonparty Signature Financial LLC moves to quash a subpoena served on Signature Financial by defendants Itria Ventures, LLC, and its attorneys, defendants Parker and Gitlin, C.P.L.R. § 2304, and for a protective order prohibiting those defendants from seeking further disclosure from Signature Financial. C.P.L.R. § 3103(a). The subpoena seeks testimony from Signature Financial's employees concerning its business practices, including its procedures for execution of loans. The parties do not dispute that Signature Financial extended a loan to Grand Street Medicine & Rehabilitation, P.C., which plaintiff owns, memorialized by loan documents that bear the signatures of both plaintiff and his

brother, defendant Sklar, on Grand Street Medicine's behalf. Plaintiff claims that he never authorized, acquiesced in, or ratified the transaction. The Itria Ventures co-defendants were involved in similar transactions bearing plaintiff's signature that plaintiff claims his brother signed using plaintiff's name without his authorization, acquiescence, or ratification. The Itria Ventures defendants seek to show that plaintiff did in fact authorize his brother to execute transactions on plaintiff's behalf or at least acquiesced in or ratified them afterward.

The parties also do not dispute that Signature Financial was involved in only one such transaction and already has produced all documents related to the loan to Grand Street Medicine. The Itria Ventures defendants do not seek further documents from Signature Financial. To the extent that the Itria Ventures defendants seek to examine a Signature Financial employee familiar with those documents and the single transaction with Grand Street Medicine, regarding the execution of that loan, that inquiry is relevant and legitimate. Kapon v. Koch, 23 N.Y.3d 32, 34 (2014); Anheuser-Busch, Inc. V. Abrams, 71 N.Y.2d 327, 331-32 (1988). Signature Financial insists that plaintiff signed the loan documents himself, but presents no evidence other than the documents themselves to support that conclusion. Only persons involved in the transaction may shed light on that question.

Since only one loan is potentially relevant, however, Signature Financial's business practices and procedures in the

review, approval, monitoring of payments, and collection of business loans beyond that single transaction are entirely unnecessary and immaterial to the Itria Ventures defendants' purposes in defending this action. DeLeonardis v. Hara, 136 A.D.3d 558, 558 (1st Dep't 2016). See Worldview Entertainment Holdings, Inc. v. Woodrow, 204 A.D.3d 629, 630 (1st Dep't 2022); Demurjian v. Demurjian, 184 A.D.3d 505, 506 (1st Dep't 2020); Horn v. Nestor, 172 A.D.3d 659, 659 (1st Dep't 2019); Curran v. New York City Tr. Auth., 161 A.D.3d 649, 649 (1st Dep't 2018). The Itria Ventures defendants concede that they seek evidence of plaintiff's and defendant Sklar's course of conduct in dealing with lenders before and after execution of the loan documents, not any lender's course of conduct.

The Itria Ventures defendants also concede that they may limit their examination to one Signature Financial witness, as long as that employee or former employee is familiar with the documents produced and the loan to Grand Street Medicine. Therefore, within 20 days after service of this order with notice of entry, unless the parties and Signature Financial agree to a later date, Signature Financial LLC shall produce its employee or former employee most knowledgeable about the documents it produced to the parties and about its loan to Grand Street Medicine & Rehabilitation, P.C., for a deposition by the parties. C.P.L.R. §§ 3107, 3124. The witness shall appear at the office of the attorneys for Itria Ventures, LLC, Parker, and Gitlin,

unless the parties and Signature Financial agree to a different location. The parties may inquire about the documents produced, Signature Financial's review and approval of the loan, the execution of the loan documents, Signature Financial's monitoring of loan repayments, and its collection of the loan. The parties also may inquire whether plaintiff signed the loan documents himself, authorized defendant Sklar to sign for plaintiff, or acquiesced in or ratified the loan by accepting its benefits or failing to repudiate the obligations imposed by the loan after becoming aware of it.

This decision is without prejudice to any objections Signature Financial may raise to specific questions asked. The court grants Signature Financial LLC's motion to quash the Itria Ventures defendants' subpoena to the extent that the subpoena seeks further information, C.P.L.R. § 2304, and grants the motion for a protective order prohibiting the Itria Ventures defendants from seeking further disclosure from Signature Financial. C.P.L.R. § 3103(a).

DATED: March 14, 2023



LUCY BILLINGS, J.S.C.

**LUCY BILLINGS**  
J.S.C