

**New Legend Debt by Meitav Dash L.P. v Sam & Kate
Prod., LLC**

2024 NY Slip Op 32648(U)

July 12, 2024

Supreme Court, New York County

Docket Number: Index No. 655485/2023

Judge: Margaret A. Chan

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 49M

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NEW LEGEND DEBT BY MEITAV DASH LIMITED PARTNERSHIP,	INDEX NO.	<u>655485/2023</u>
		03/29/2024,
Plaintiff,	MOTION DATE	<u>03/29/2024</u>
	MOTION SEQ. NO.	<u>001, 002</u>

- v -

SAM & KATE PRODUCTION, LLC,
THOMASVILLE PICTURES, LLC, VOLITION
MEDIA PARTNERS LLC, ADAM BEASLEY, and
MICHAEL JEFFERSON,

**DECISION + ORDER ON
MOTION**

Defendants.

-----X

HON. MARGARET A. CHAN:

The following e-filed documents, listed by NYSCEF document number (MS001) 20, 21, 22, 23, 24, 25, 26, 27, 33, 35, 36, 37, 38, 40
were read on this motion to/for DISMISS.

The following e-filed documents, listed by NYSCEF document number (MS002) 28, 29, 30, 31, 32, 34, 39
were read on this motion to/for DISMISS.

Plaintiff New Legend Debt by Meitav Dash Limited Partnership (New Legend or plaintiff) brings this action against defendants Sam & Kate Production, LLC (SKP), Thomasville Pictures, LLC (Thomasville), Volition Media Partners LLC (Volition), Adam Beasley (Beasley), and Michael Jefferson (Jefferson) (collectively, defendants) alleging claims for breach of a loan agreement and promissory note, negligent misrepresentation, fraud, and breach of a bad acts guaranty agreement (NYSCEF # 1 – Complaint or compl). Defendants SKP, Volition, Beasley, and Jefferson (Movants) now move pursuant to CPLR 3211(a)(1) and (a)(7) for an order dismissing the complaint as to the second through fourth causes of action (NYSCEF # 20).¹ Plaintiff opposes the motion.

For the following reasons, Movants’ motion is granted.

¹ Through a separate motion (MS002), Thomasville also moves for an order, pursuant to CPLR 3211(a)(7), dismissing the complaint as to the second and third causes of action (NYSCEF # 28). However, in its opposition, plaintiff agreed to dismiss its second and third causes of action against Thomasville (NYSCEF # 39). Accordingly, MS002 is granted, and the second and third cause of action are dismissed as against Thomasville.

Background

The following facts are drawn from the Complaint and its accompanying exhibits and are assumed true solely for purposes of resolving the motion.

The Loan Agreement

In connection with the production of a feature-length motion picture entitled *Sam & Kate*, starring Dustin Hoffman and Sissy Spacek (the Film), New Legend loaned \$2,366,446 (the Loan) to SKP and Thomasville (Borrowers), pursuant to a Loan Security Agreement, entered into as of March 22, 2022 (the LSA), and Promissory Note, dated March 22, 2022 (the Promissory Note) (*see* compl ¶ 17; NYSCEF # 2 – LSA §§ 1.1, 3.1). Borrowers agreed to repay the Loan by no later than March 22, 2023 (the Maturity Date) (compl ¶ 18; LSA § 6.1 & Ex. A ¶ 1). If Borrowers failed to pay the Loan in full by the Maturity Date, then an Event of Default would occur and a default interest rate of 17% per annum would be applied to the outstanding balance (compl ¶ 20; LSA § 6.3 & Ex. A ¶¶ 1, 4.1). The LSA also (1) provided for certain repayment terms of the loan, (2) made representations concerning delivery requirements of the Film, and (3) set forth certain conditions precedent to disbursement of the Loan, including approval of a collection account management agreement (CAMA) for the Film and certain licensing agreements (*see* LSA §§ 2.13-2.14, 2.22, 7.1, 7.2, 9.1.9, 9.1.10). As of the filing of the Complaint, Borrowers purportedly failed to repay the Loan in full by the Maturity Date, and thus they have allegedly defaulted under the LSA and Promissory Note (compl ¶ 19).

In addition to the LSA and Promissory Note, there were certain other agreements that were entered into with New Legend to facilitate its financing of the Film. For example, SKP and Thomasville entered into a Mortgage of Copyright, dated as of March 22, 2022, which mortgaged the Film, and all rights in and relating to it, to New Legend (compl ¶ 22; NYSCEF # 3). Meanwhile, Volition, Beasley, and Jefferson, as producers of the Film, entered into a Holdback Agreement, dated as of March 15, 2022, in which Volition, Beasley, and Jefferson agreed to postpone the right to receive \$100,000 in producer fees (compl ¶ 23; NYSCEF # 4). Finally, in connection with the LSA, Beasley and New Legend entered into a Pledge Agreement, dated March 24, 2022, and a Bad Acts Guaranty Agreement, dated as of March 29, 2022 (*see* compl ¶¶ 24-25; NYSCEF # 5; NYSCEF # 6 – Bad Acts Guaranty). As relevant here, under the Bad Acts Guaranty, Beasley guaranteed to New Legend “any actual loss of principal and/or interest by Lender” under the LSA resulting from Borrowers “criminal acts, fraud, willful misconduct, and/or intentional material misrepresentation” (Bad Acts Guaranty § 1).

The Alleged Waterfall Misrepresentations

According to the Complaint, defendants made certain misrepresentations regarding New Legend's position in a "waterfall" of repayments. In particular, on March 27, 2022, James Lejsek, acting on behalf of New Legend, emailed Jefferson, Beasley, Volition, SKP, and Thomasville and indicated that the Loan amount, as well as New Legend's Loan model, assumed that William Endeavor Entertainment, LLC (WME)² is behind New Legend "in the waterfall" of repayments (*see* compl ¶¶ 26-27; NYSCEF # 7). None of the defendants and/or their representatives responded to Lejsek's understanding of WME's position the waterfall (*see* NYSCEF # 7). New Legend avers that it derived this understanding of WME's place "in the waterfall" from a draft CAMA, dated March 24, 2022, that it had been provided by defendants (compl ¶ 28; NYSCEF # 8 – CAMA). On March 30, 2022, relying on this apparent understanding, New Legend wired funds to SKP (*see* compl ¶ 29).

The next year, on June 14, 2023, New Legend's counsel circulated a "further redline of the CAMA," which reiterated New Legend's position that "WME would agree to sit behind New Legend" in the repayment waterfall based on what "Producer had represented to New Legend prior to closing" (*see* compl ¶ 30; NYSCEF # 9). In response, Beasley requested that New Legend indicate where it was represented that WME would "sit behind New Legend," noting that the "CAMA ha[d] been circulating for over a year and has included WME in every iteration" and that "[New Legend was] included on all those CAMA emails" (*see* compl ¶ 31; NYSCEF # 10). New Legend responded by pointing representations in the draft CAMA (*see* compl ¶ 32; NYSCEF # 11).

The Alleged Music License Representations

Separate from defendants' purported representations regarding WME, the Complaint also sets forth purported misrepresentations concerning certain music licenses. Specifically, on January 23, 2023, Beasley wrote to New Legend indicating that \$25,000 was needed to pay for "all music license fees" (*see* compl ¶ 33; NYSCEF # 12). The next week, on February 2, 2023, Beasley confirmed that \$25,000 would be sufficient to pay the music licenses and fully deliver the Film (*see* compl ¶¶ 34-35; NYSCEF # 12). Accordingly, on February 8, 2023, New Legend wired \$25,000 to SKP (compl ¶ 36). New Legend contends that, despite wiring these funds, the music licenses have not yet been paid and the Film has not yet been fully delivered (*id.* ¶ 37).

Legal Standard

CPLR 3211(a) provides for various grounds under which a party may move to dismiss one or more causes of action, including when a pleading "fails to state a

² The Complaint does not define the term WME, but the documents submitted as exhibits to the Complaint indicate that WME references the entity known as William Endeavor Entertainment.

cause of action” (CPLR 3211 [a] [7]) or “a defense is founded upon documentary evidence” (CPLR 3211 [a] [1]). On a motion to dismiss pursuant to CPLR 3211(a)(7), the court “must accept as true the facts as alleged in the complaint and submissions in opposition to the motion, accord plaintiff[] the benefit of every possible favorable inference and determine only whether the facts as alleged fit within any cognizable legal theory” (*Whitebox Concentrated Convertible Arbitrage Partners, L.P. v Superior Well Servs., Inc.*, 20 NY3d 59, 63 [2012]). Whether a plaintiff can ultimately establish its allegations is not considered when determining a motion to dismiss (*EBC I, Inc. v Goldman, Sachs & Co.*, 5 NY3d 11, 19 [2005]). However, the court need not accept “conclusory allegations of fact or law not supported by allegations of specific fact” (*Wilson v Tully*, 243 AD2d 229, 234 [1st Dept 1998]).

Dismissal based on documentary evidence is warranted “only where ‘it has been shown that a material fact as claimed by the pleader is not a fact at all and no significant dispute exists regarding it’” (*Acquista v N.Y. Life Ins. Co.*, 285 AD2d 73, 76 [1st Dept 2001], quoting *Guggenheimer v Ginzburg*, 43 NY2d 268, 275 [1977] [alterations omitted]). But “[i]n those circumstances where the legal conclusions and factual allegations are flatly contradicted by documentary evidence, they are not presumed to be true or accorded every favorable inference” (*Morgenthau & Latham v Bank of N.Y. Co.*, 305 AD2d 74, 78 [1st Dept 2003] [internal quotation omitted]).

Discussion

In MS001, Movants seek dismissal of New Legend’s claims for (1) negligent misrepresentation concerning WME, which is asserted against all defendants (Second Cause of Action), (2) fraud regarding the music licenses, which is also asserted against all defendants (Third Cause of Action), and (3) breach of the Bad Acts Guaranty, which is asserted solely against Beasley. For each claim, Movants maintain that New Legend has failed to sufficiently state a claim for relief (*see* NYSCEF # 27 – MOL at 4-13; NYSCEF # 40 – Reply at 2-9). New Legend, in response, opposes each bases for dismissal (*see* NYSCEF # 35 – Opp at 3-6). The court considers the sufficiency of each cause of action below.

I. Motion to Dismiss Second Cause of Action

In seeking dismissal of New Legend’s negligent misrepresentation claim, Movants primarily argue that New Legend fails to allege any independent legal duty owed by defendants to New Legend beyond those set forth in the parties’ contractual relations (*see* MOL at 5-8; Reply at 4-5). Specifically, Movants aver, the legal duty set forth in New Legend’s negligent misrepresentation claim is the same legally duty set forth in the LSA, Promissory Note, and Bad Acts Guaranty (*see* MOL at 6). Separately, Movants argue, New Legends has failed to allege any special or privity-like relationship that would impose a duty on defendants to impart correct information (Reply at 3).

New Legend responds that it alleged that defendants had a duty to give correct information (Opp at 4). As New Legends puts it—somewhat confusingly—this duty flows from Borrowers’ representation in the LSA that Beasley and Jefferson had authority to execute contracts that obligated Borrowers, including the CAMA, and that by these individuals having authority to execute contracts, Beasley and Jefferson had a duty to give New Legend correct information regarding WME (*id.*). New Legend then claims this duty extends to all defendants because it wired funds to SKP based upon the LSA, Promissory Note, and defendants’ purported representations (*id.*).

To state a claim for negligent misrepresentation, a plaintiff must allege “(1) the existence of a special or privity-like relationship imposing a duty on the defendant to impart correct information to the plaintiff; (2) that the information was incorrect; and (3) reasonable reliance on the information” (*MatlinPatterson ATA Holdings LLC v Fed. Express Corp.*, 87 AD3d 836, 840 [1st Dept 2011], quoting *J.A.O. Acquisition Corp. v Stavitsky*, 8 NY3d 144, 149 [2007]). In the context of negligent misrepresentation claims brought in commercial matters, “a duty to speak with care exists when ‘the relationship of the parties, arising out of contract or otherwise, [is] such that in morals and good conscience the one has the right to rely upon the other for information’” (*Kimmell v Schaefer*, 89 NY2d 257, 263 [1996]). Courts, in turn, impose this duty “on those persons who possess unique or specialized expertise, or who are in a special position of confidence and trust with the injured party such that reliance on the negligent misrepresentation is justified” (*id.*).

To fit in within this framework, New Legend alleges that it was induced to lend monies to defendants based on a draft CAMA, dated March 24, 2022, which allegedly listed New Legend ahead of WME in a purported repayment waterfall (*see* compl ¶¶ 27-29, 53-55). New Legend further avers that when its agent, Lejsek, represented New Legend’s understanding that it had priority over WME, none of defendants denied his statement (*id.* ¶ 26, 52). New Legends then avers that this amounted a negligent misrepresentation because defendants purportedly had a “duty to give [New Legends] correct information regarding WME’s position” (*id.* ¶ 50). These allegations, however, are insufficient to state a claim for negligent misrepresentation. Specifically, not only does New Legend fail to allege which defendants (if any) made the purported misrepresentation (*CIFG Assur. N. Am., Inc. v Bank of Am. N.A.*, 41 Misc.3d 1203[A], at *3 [Sup Ct, NY County, 2013] [“A claim involving multiple defendants must make specific and separate allegations for each defendant”]), but also the Complaint is devoid of any allegations establishing either the requisite special or privity-like relationship between any of the defendants and New Legend or New Legend’s reasonable reliance on any misrepresentation.

As alleged, New Legend provided loan financing to defendants in connection with the production of a multi-million dollar motion picture (*see* compl ¶ 17). This

movie production required the review and approval numerous transactions and agreements that would facilitate the production and delivery of the Film (*see* LSA § 2.1-2.26). Thus, even drawing all reasonable inferences in New Legend's favor, these facts establish that New Legend was providing SKP and Thomasville with the Loan pursuant to an arm's length transaction between sophisticated parties. Such circumstances do not, on their own, constitute a special relationship under New York law (*see N.Y.C. Waterfront Dev. Fund II, LLC v Pier A Battery Park Assocs., LLC*, 206 AD3d 565, 566 [1st Dept 2022] [holding that an "arm's length transaction between sophisticated parties" did not amount to a special relationship requiring defendants to speak about borrower's financial conditions]; *Feldman v Byrne*, 210 AD3d 646, 650 [2d Dept 2022] [observing that a "conventional business relationship, without more, is insufficient to create a fiduciary relationship"]; *see also FPG Maiden Lane, LLC v Bank Leumi USA*, 211 AD3d 528, 529 [1st Dept 2022] [holding that "the borrower-lender relationship between the parties here does not constitute the special relationship required to support the claim"]; *Korea First Bank of N.Y. v Noah Enters., Ltd.*, 12 AD3d 321, 323 [1st Dept 2004] [holding that "bank-borrower relationship" did not rise to a "confidential or fiduciary relationship giving rise to a duty to speak with care"]).

Given that the Complaint alleges an arm's length transaction, it was incumbent on New Legend's to "make a showing of 'special circumstances' that could have transformed the parties' business relationship to a fiduciary one" (*Feldman*, 210 AD3d at 650, quoting *Saul v Cahan*, 153 AD3d 947, 949 [2d Dept 2017]). But beyond baldly asserting that "only [d]efendants knew which counterparties" SKP and Thomasville had on the Film "and what were the terms," New Legend fails to aver any special circumstances that would have converted the parties' arm's length dealings into a fiduciary relationship. The dearth of any such special circumstances set forth in the Complaint is fatal to this claim (*see Sebastian Holdings, Inc. v Deutsche Bank AG.*, 78 AD3d 446, 447 [1st Dept 2010] [holding that plaintiff's "alleged reliance on defendant's superior knowledge and expertise in connection with its foreign exchange trading account ignores the reality that the parties engaged in arm's-length transactions pursuant to contracts between sophisticated business entities"]).

In addition to the above deficiency, the Complaint also fails to allege, or even support a reasonable inference of, any reasonable reliance by New Legend because there is no indication that New Legend fulfilled its "duty to exercise ordinary diligence" and ascertain the truthfulness of the complained-of representations (*see HSH Nordbank AG v UBS AG*, 95 AD3d 185, 195 [1st Dept 2012]). New Legend contends that it was induced to disburse alone based on, at least in part, the representations in the (draft) CAMA. This contention, however, fails for two reasons. *First*, the final CAMA was ultimately subject New Legend's "review and written approval" as a condition precedent to any loan disbursement (*see* LSA § 2.22). *Second*, the Complaint's exhibits indicate that New Legend was included on CAMA emails (*see* NYSCEF # 10 [noting that "[New Legends was] included on all

those CAMA emails”]; NYSCEF # 11 [representing that “[i]f you check the CAMA emails, New Legend never waived its position”). These facts plainly indicate that New Legend was cognizant of, and had access to, discussions surrounding the CAMA and maintained final approval authority over that agreement. Yet nothing in the Complaint or its accompanying exhibits sets forth what steps, if any, New Legend took to ascertain or confirm its understanding of where WME stood in the repayment waterfall prior to disbursing any amount of the Loan (*see Schlaifer Nance & Co. v Estate of Warhol*, 119 F3d 91, 98 [2d Cir 1997] [“Where sophisticated businessmen engaged in major transactions enjoy access to critical information but fail to take advantage of that access, New York courts are particularly disinclined to entertain claims of justifiable reliance”]; *Stuart Silver Assocs., Inc. v Baco Dev. Corp.*, 245 AD2d 96, 99 [1st Dept 1997] [“Plaintiffs were relatively sophisticated investors who should have understood the risks of investing in a real estate venture without conducting a ‘due diligence’ investigation or consulting their lawyers and accountants”]). The absence of any plausibly alleged reasonable reliance in the Complaint provides for an independent basis for dismissal of this claim.

In short, Movants’ motion to dismiss the Second Cause of Action is granted, and the claim is dismissed.

II. Motion to Dismiss Third Cause of Action

Movants next seek dismissal of the Third Cause of Action, arguing that New Legend fails to plead any allegations of any of Movants’ purported knowledge that \$25,000 was insufficient to pay the music licenses (MOL at 9; Reply at 5-6). Movants further contend that New Legend, as a sophisticated investor, could not have reasonably relied on this representation with regard to music licenses because it could easily have ascertained the nature of the transaction (MOL at 10; Reply at 7). New Legend retorts that defendants’ alleged representation was false because certain bank statements indicate that \$40,000 in music licenses had not been paid by the time Beasley represented that defendants only need \$25,000 from New Legends (Opp at 5-6).

To state a claim for fraud, a complaint must allege a representation or omission of a material fact, falsity, scienter, reliance, and injury (*see Albert Apt. Corp. v Corbo Co.*, 182 AD2d 500, 500 [1st Dept 1992]). In all cases, fraud claims must satisfy the “more stringent” pleading requirements of CPLR 3016(b), which requires that “circumstances constituting the wrong shall be stated in detail” (*Swersky v Dreyer and Traub*, 219 AD2d 321, 326 [1st Dept 1996], citing *Ambassador Factors v Kandel & Co.*, 215 AD2d 305, 307-308 [1st Dept 1995]). This requires allegations of “specific facts with respect to the time, place, or manner of th[e] purported misrepresentation” (*see CMB Export Infrastructure Inv. Group 48, LP v Motcomb Estates, Ltd*, 223 AD3d 513, 514 [1st Dept 2024]). Although this pleading requirement should “not be confused with [requiring] unassailable proof of fraud,” the facts alleged still must be “sufficient to permit a reasonable inference of

the alleged conduct” (*see Pludeman v N. Leasing Sys., Inc.*, 10 NY3d 486, 492 [2008]).

Here, the basis for this claim is that plaintiff stated that it needed \$25,000 to pay for all music license fees, yet “as of the date of th[e] Complaint, the music licenses have not yet been fully paid” (compl ¶¶ 33-37, 65-69). New Legend then baldly asserts that this constitutes fraud because defendants purportedly knew that this amount was insufficient to pay all music licenses fees or never intended to use this money to pay these fees (*see id.* ¶¶ 70-71). Put bluntly, this claim is woefully deficient. Among other issues, New Legend largely relies on conclusory statements and otherwise fails to plead with any particularity as to who made the alleged misrepresentation, how this representation was false at the time it was made, or whether any of the defendants knew this representation was false (*see Jonas v Natl. Life Ins. Co.*, 147 AD3d 610, 612 [1st Dept. 2017] [dismissing fraud claim for, inter alia, “impermissibly lumping together all defendants”]; *E1 Entertainment U.S. LP v Real Talk Entertainment, Inc.*, 85 AD3d 561, 562 (1st Dept. 2011) [explaining that a complaint must state “who made the misrepresentation to whom, the date the misrepresentation was made, and its content”]; *Hymes v Marquis N.Y., LLC*, 2023 WL 4029703, at *4 [Sup Ct, NY County, June 14, 2023] [dismissing fraud claim where plaintiff failed to offer “anything more than conclusory allegations regarding Marquis's knowledge of falsity and intent to defraud, which is insufficient to sustain their claim”]).³

Given these pleading deficiencies, Movants’ motion to dismiss the Third Cause of Action is granted, and the claim is dismissed.

III. Motion to Dismiss Fourth Cause of Action

Finally, Movants seek dismissal of the Fourth Cause of Action, which alleges that Beasley breached the Bad Acts Guaranty as a result of certain purported “Bad Acts” committed by SKP (MOL at 11-13; Reply at 8-9). Movants argue that dismissal is warranted because New Legend fails to allege how, if at all, SKP’s actions rose to the level of a criminal act, fraud, willful misconduct, and/or intentional material misrepresentation (MOL at 11-12; Reply at 9). New Legend simply responds that it has sufficiently pled all elements of this claim (Opp at 6).

New Legend’s Fourth Cause of Action is dismissed. As set forth in the Bad Acts Guaranty, Beasley guaranteed to New Legend “any actual loss of principal

³ New Legend seemingly attempts to cure some of its pleading deficiencies in its opposition by claiming that, at the time Beasley indicated that only \$25,000 was needed to fully pay any outstanding music licenses, there were \$40,000 in music licenses that had purportedly not yet been paid (*see* Opp at 5; *see also* NYSCEF #s 36, 38). These allegations, however, fail to rectify the above-noted defects. In particular, even drawing all favorable inferences in New Legend’s favor, these newly asserted contentions fail to clarify, among other things, whether Beasley had made a false representation at the time—let alone knowingly so.

and/or interest by Lender” under the LSA resulting from Borrowers “criminal acts, fraud, willful misconduct, and/or intentional material misrepresentation” (Bad Acts Guaranty § 1). New Legend, however, fails to allege any “criminal act[], fraud, willful misconduct, and/or intentional material misrepresentation” on the part of either SKP or Thomasville that would have triggered Beasley’s obligations under the Bad Acts Guaranty. Rather, New Legend baldly alleges that SKP committed “Bad Acts as defined in the Bad Acts Guaranty Agreement” and then points to the allegations in the Second and Third Causes of Action without further explanation or context as to how those claims—which, as noted above, fail to state a claim for relief—implicate the conduct set forth in the Bad Acts Guaranty (*see* compl ¶¶ 77). Such barebone, conclusory allegations are insufficient to state a claim for relief (*Cangro v Marangos*, 61 AD3d 430, 430 [1st Dept 2009] [dismissing complaint where allegations constituted “bare legal conclusions”]).

Accordingly, Movants’ motion to dismiss the Fourth Cause of Action is granted, and the claim is dismissed.

IV. Movants’ Demand that Plaintiff Post an Undertaking Pursuant to CPLR 8501 and 8503

At the end of their motion, Movants request an order directing New Legend to post a bond in the amount of \$500.00 pursuant to CPLR 8501(a) and 8503 (MOL at 13). Movants explain that, because New Legend is an Israeli limited partnership that is domiciled in Israel and not registered to do business in the state, it should be required to post an undertaking (*see id.*). New Legend does not challenge this request. Instead, it states that it “has attorney’s fees and costs in the LSA so this \$500 undertaking will ultimately come out of the pockets of Defendants” (Opp at 6).

CPLR 8501 provides that “[e]xcept where the plaintiff has been granted permission to proceed as a poor person or is the petitioner in a habeas corpus proceeding, upon motion by the defendant without notice, the court or a judge thereof shall order security for costs to be given by the plaintiffs where none of them is a domestic corporation, a foreign corporation licensed to do business in the state or a resident of the state when the motion is made” (CPLR 8501[a]). That undertaking is set at \$500 pursuant to CPLR 8503. Given that it is apparently undisputed that New Legend is an Israeli limited partnership that is domiciled in Israel and not registered to do business in the state (*see* compl ¶ 11), and New Legend does not seriously object to Movant’s request, the CPLR 8501 application is granted. New Legend is directed to post a \$500 undertaking as security for costs.

Conclusion

For the foregoing reasons, it is hereby

ORDERED that defendants Sam & Kate Production, LLC , Thomasville Pictures, LLC, Volition Media Partners LLC, Adam Beasley, and Michael Jefferson's motion to dismiss (MS001) is granted; and it is further

ORDERED that defendant Thomasville Picture, LLC's motion to dismiss (MS002) is granted; and it is further

ORDERED that, upon dismissal of the Second, Third, and Fourth Causes of Action, defendants Volition Media Partners LLC, Adam Beasley, and Michael Jefferson are dismissed from this action; and it is further

ORDERED that, pursuant to CPLR 8501(a) and 8503, plaintiff shall, within thirty (30) days of service of this Decision and Order, post security for costs in the amount of \$500.00, and the matter is stayed pursuant to CPLR 8502 until plaintiff posts said security; and it is further

ORDERED that within 30 days of the lifting of the stay upon plaintiff posting security for costs, the remaining defendants shall file an answer to the Complaint, and the parties shall, in turn, contact the court to schedule a preliminary conference; and it is further

ORDERED that counsel for defendants Sam & Kate Production, LLC, Thomasville Pictures, LLC, Volition Media Partners LLC, Adam Beasley, and Michael Jefferson shall serve a copy of this decision, along with notice of entry, on plaintiff within ten days of this filing.

The constitutes the Decision and Order of the court.


MARGARET A. CHAN, J.S.C.

07/12/2024
DATE

CHECK ONE:

<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION
<input checked="" 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: