

**Saviano v RTX Holdings, Inc.**

2024 NY Slip Op 33789(U)

October 18, 2024

Supreme Court, New York County

Docket Number: Index No. 654172/2023

Judge: Margaret A. Chan

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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: COMMERCIAL DIVISION PART 49M

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CHRISTOPHER SAVIANO and DAVID ZELINGER,	INDEX NO. <u>654172/2023</u>
Plaintiff,	MOTION DATE <u>N/A</u>
- v -	MOTION SEQ. NO. <u>001</u>
RTX HOLDINGS, INC., RTX FINTECH & RESEARCH, LLC, and JAMES CAWLEY,	<b>DECISION + ORDER ON MOTION</b>
Defendants.	
-----X	

HON. MARGARET A. CHAN:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 were read on this motion to/for COMPEL ARBITRATION/DISMISS.

Plaintiffs Christopher Saviano and David Zelinger (together, plaintiffs) bring this action against defendants RTX Holdings (Holdings), RTX Fintech & Research (Fintech, and together with Holdings, the RTX Entities), and James Cawley (collectively, defendants), asserting claims for, *inter alia*, fraud, breach of contract, declaratory judgment, breach of fiduciary duty, and failure to pay minimum wage (NYSCEF # 1 – Complaint or compl). Presently before the court is defendants’ motion to (1) compel arbitration over Zelinger’s claims and (2) dismiss certain claims asserted by Saviano (NYSCEF # 24). Plaintiffs oppose the motion.

The court held oral arguments on June 25, 2024. For the following reasons, as well as those stated on the record during oral arguments, defendants’ motion to compel arbitration was granted (NYSCEF # 41 – tr of 6/25/24 oral arguments at 12:16), and defendants’ motion to dismiss was reserved (*id.* at 22:13).

**Background<sup>1</sup>**

*Formation of RTX Financial, LLC and Recruitment of Zelinger and Saviano*

This dispute centers around alleged promises made by Cawley to plaintiffs in connection with efforts by Cawley to create a swap execution facility (SEF) for institutional customers to trade complex financial instruments electronically (*see*

<sup>1</sup> The following facts are drawn from the Complaint and accompanying exhibits to the parties’ submissions. They are assumed true solely for purposes of resolving defendants’ motions.

compl ¶ 15). The parties' relationship began in 2012. At the time, Cawley had recently formed an SEF that used IHS Markit's services (*id.* ¶ 13). Several years later, in or about mid-2019, Cawley approached Zelinger regarding his plans to form "RTX" (*id.* ¶ 16). Cawley promised that Zelinger would be a "founder" of the entity that would own and operate the SEF, and he would be, in turn, appointed as the entity's Chief Operations Officer (COO) and receive an equity stake of no less than 5.25% (*id.* ¶ 18). Soon after, Zelinger began consulting as the COO of the yet-to-be-formed company (*id.* ¶ 19). With Zelinger providing consulting work, Cawley formed RTX Financial, LLC (RTX Financial) (*id.* ¶¶ 19-20).

In January 2020, Cawley began discussing his plans for RTX Financial with Saviano (compl ¶¶ 26). Over the next months, Saviano provided, without compensation, various services and advice to Cawley related to RTX Financial (*id.* ¶¶ 27-28). Eventually, in Fall of 2020, Cawley requested that Saviano join RTX Financial as its Chief Financial Officer (CFO) (*id.* ¶ 29). In consideration for services Saviano had already provided, and for those he would provide as CFO, Cawley represented that Saviano would be named as a founder and receive a 5.25% ownership interest in RTX Financial (*id.* ¶ 30).

Relying on Cawley's representations, neither Zelinger nor Saviano were paid salaries for their time and services provided to RTX Financial throughout 2020 (*id.* ¶ 34). The next year, in 2021, Zelinger began receiving payment on an hourly basis as an independent contractor, while Saviano continued to perform services without compensation in reliance on Cawley's promises of a future salary and equity interest in RTX (*id.* ¶¶ 35-36).

Cawley later approached Saviano and Zelinger and requested that they make investments in RTX Financial to provide it with working capital, including the retention of an attorney to draft investor documents and employment contracts for plaintiffs (*id.* ¶ 38). Cawley stated that in exchange, plaintiffs would receive additional equity in RTX Financial beyond the 5.25% equity interest that had already been promised (*id.* ¶ 39). To induce Zelinger to invest \$15,000, Zelinger alleges, Cawley agreed that Zelinger's employment agreement would provide for a one-year term, during which he could only be terminated for cause (*id.* ¶ 40). Based upon the foregoing, Zelinger invested \$15,000 in RTX Financial in May of 2021, and Saviano invested \$30,000 (which included a \$25,000 together with a \$5,000 personal loan made by Saviano to Cawley in June 2021) in RTX Financial in November 2021 (*id.* ¶ 41).

#### *Employment Offers & Agreements Extended to Zelinger and Saviano*

On October 27, 2021, Cawley presented plaintiffs with the following outline of the terms under which founders would be employed by Fintech (which had assumed all of RTX Financial's assets and liabilities): (1) a two-year term; (2) salary of

\$350,000 per year; (3) annual bonus of \$500,000 based upon certain targets; and (4) equity vesting over three years (*id.* ¶¶ 44, 48-49). Despite the prior investments made by plaintiffs, Cawley explained that these terms were only applicable to Cawley and Christopher Johns, another founder (*see id.* ¶ 50). Cawley did, however, provide plaintiffs with certain terms of their employment, explaining that plaintiffs would each be paid a salary of \$240,000 per year and would be entitled to a discretionary bonus in the amount of 50%-100% of salary depending on the number of trades executed and the profitability of the company (*id.*). The employment terms presented by Cawley also indicated each plaintiff would receive a 5.25% equity interest in Fintech and, if terminated without cause, their equity would immediately vest (*id.* ¶ 53).

Eventually, on or about November 10, 2021, Cawley presented formal offers of employment in Fintech to plaintiffs (*id.* ¶ 57). As to Zelinger, Cawley offered him the position of COO at a salary of \$240,000, 185,000 Class A membership interests in Fintech—representing 3.25% of the membership interests, not the promised 5.25%—subject to an annual 3-year cliff vesting (*id.* ¶¶ 58-59). Although the parties dispute the relevant employment agreement governing Zelinger’s claims, the record is clear that both of these agreements included an arbitration clause. The first agreement, dated as of May 2022, states that

Any dispute, controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by JAMS, Inc. in accordance with its Employment Arbitration Rules & Procedures, which are in effect at the time the application for arbitration is filed.

(NYSCEF # 34 – May Agreement ¶ 17).<sup>2</sup> Meanwhile, Cawley offered Saviano the position of CFO at a salary of \$240,000 and indicated that he would receive 185,000 Class A membership interests in Fintech—representing 3.25% of the membership interests, not the promised 5.25%—subject to an annual 3-year cliff vesting (compl ¶¶ 60-61).

Both Zelinger and Saviano’s offers lacked any provision that provided them with immediate vesting of the equity if either was terminated without cause or resigned for good reason (*id.* ¶¶ 58-61). However, Cawley represented to plaintiffs that notwithstanding the “3-year cliff vesting” schedule set forth in their offer letters, if plaintiffs were terminated without cause, or resigned for good cause, their entire equity grant would immediately vest (*id.* ¶ 62). He further explained that

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<sup>2</sup> This agreement was allegedly signed by Zelinger, although the copy provided by defendants in support of their motion is unsigned (*compare* compl ¶ 88 *with* May Agreement at Page 8). The second agreement, dated as of June 20, 2022, contains an identical arbitration provision (NYSCEF # 16 – June Agreement ¶ 17). The copy of the June Agreement provided by defendants is signed by Zelinger (*see id.* at Page 10).

employment agreements would be drafted for plaintiffs that would provide for the terms as actually agreed upon (*id.* ¶¶ 63-64). Accordingly, plaintiffs continued to perform work for Fintech (and Holdings) (*id.*).<sup>3</sup>

Eventually, Saviano received a proposed Employment Agreement that provided only for employment, as Holding's CFO, at a salary of \$240,000 per year on an at-will basis and did not provide a fixed term of employment (compl ¶¶ 91, 94). Saviano indicated that he would not execute this agreement because it did not reflect the agreed upon terms (*id.*). Cawley promised him that he would address these issues, so Saviano continued to provide services to Holdings (*id.* ¶ 96).

In or about late May or early June 2022, Cawley instructed plaintiffs to come to his home to execute a Shareholders Agreement for Holdings (*id.* ¶ 98). Cawley advised Saviano that even though he did not execute the Employment Agreement, he needed to execute the Contribution Agreement so that the ownership of Fintech and Holdings, as reported to the CFTC, was accurate (*id.* ¶ 99). Saviano executed the Contribution Agreement, in which he exchanged his membership interests in Fintech for 185,000 shares of Holdings stock (*id.* ¶ 100). Cawley never provided Saviano with a copy of the executed Contribution Agreement (*id.* ¶ 101). After Saviano executed the Contribution Agreement, plaintiffs executed the Shareholders Agreement for Holdings (*id.* ¶ 102). However, Cawley never gave plaintiffs a copy of the Holdings Shareholders Agreement (*id.*).

### *Plaintiffs' Termination from RTX*

In October 2022, Cawley terminated Saviano's employment with Holdings without cause (*id.* ¶ 106). Upon his termination, Cawley and Holdings refused to acknowledge Saviano's ownership of the 185,000 shares of Holdings stock under the Contribution Agreement, or the 185,000 shares of Holdings stock that he was entitled to under his oral employment agreement (*id.* ¶ 107). Cawley and Holdings also refused to acknowledge Saviano's right to the shares of Holdings stock that Cawley had agreed to issue to him in lieu of salary from March 2022 to the date of his termination, or his equity interest acquired by virtue of his \$30,000 investment (*id.* ¶¶ 108-109). After some discussion with Cawley, Saviano eventually agreed to accept the return of his \$30,000, losing the increase in value in his investment (*id.* ¶ 110).

Several months later, on December 19, 2022, Holdings, at Cawley's direction, terminated Zelinger's employment with Holdings without cause during the Initial Term (*id.* ¶ 111). When Zelinger objected to his termination, without cause, as a violation of Employment Agreement, Cawley stated that the June 2022 Employment Agreement superseded the Zelinger Employment Agreement, and that it did not have any restrictions on Holdings' purported right to terminate Zelinger

<sup>3</sup> As alleged, Holdings was formed to own Fintech and related subsidiaries (compl ¶ 47).

during initial term. As noted above, Zelinger denies executing the June 2022 Employment Agreement (*id.* ¶ 116).

### **Discussion**

Before the court is a single motion seeking two separate forms of relief. The first portion of defendants' motion seeking to compel arbitration for Zelinger's claims. Defendants argue that Zelinger's claims should be arbitrated based on the Employment Agreement (NYSCEF # 24 – MOL at 5-14; NYSCEF # 40 – Reply at 2-9). Defendants then seek dismissal of Saviano's claims for breach of contract (Fourth Cause of Action), fraud (the Second Cause of Action), declaratory judgment (the Fifth Cause of Action), and breach of fiduciary duty (the Ninth Cause of Action) (MOL at 14-29; Reply at 10-19). Defendants' motion to compel is addressed first followed by defendants' motion to dismiss.

#### **Defendants' Motion to Compel Arbitration Against Zelinger**

For the reasons stated by the court on the record during oral argument, as well as those articulated by defendants in their moving papers and during oral arguments, defendants have sufficiently established that the entirety of Zelinger's claims should be arbitrated. Specifically, defendants have established that (1) the parties have entered into an agreement containing an arbitration provision; (2) the plain text of the arbitration clause manifests the parties' intent to delegate arbitrability; and (3) the parties intended to be bound by the contract. Under CPLR 7503(a), courts must direct the parties to arbitrate if "there is no substantial question whether a valid agreement was made or complied with and the claim sought to be arbitrated is not barred by limitation" (CPLR 7503[a]; *Protostorm, Inc. v Foley & Lardner LLP*, 193 AD3d 486, 487 [1st Dept 2021] ["Where there is no substantial question whether a valid agreement [to arbitrate] was made or complied with, . . . the court shall direct the parties to arbitrate" and its order "shall operate to stay a pending . . . action"]).

#### **Defendants' Motion to Dismiss Saviano's Breach of Contract, Fraud, Declaratory Judgment, and Breach of Fiduciary Duty Claims**

The second part of the motion before the court is defendants' motion to dismiss pursuant to CPLR 3211(a)(7) and (a)(1). Under CPLR 3211(a)(1) a party may move to dismiss when a pleading "fails to state a cause of action." On such a motion, the court "must accept as true the facts as alleged in the complaint and submissions in opposition to the motion, accord plaintiffs 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] [internal quotation omitted]; *accord Pavich v Pavich*, 189 AD3d 548, 549 [1st Dept 2020]). Whether plaintiffs can ultimately establish their allegations is not taken into

consideration when determining a motion to dismiss (*EBC I, Inc. v. Goldman, Sachs & Co.*, 5 NY3d 11, 19 [2005]). The court, however, will 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]).

Meanwhile, dismissal pursuant to CPLR 3211(a)(1) is warranted “if the documentary evidence submitted ‘utterly refutes plaintiff’s factual allegations’ and ‘conclusively establishes a defense to the asserted claims as a matter of law.’” *Kolchins v. Evolution Mkts., Inc.*, 128 AD3d 47, 58 [1st Dept 2015] *affd*, 31 NY3d 100 [2018]). “If the documentary proof disproves an essential allegation of the complaint, dismissal . . . is warranted even if the allegations, standing alone, could withstand a motion to dismiss for failure to state a cause of action” (*id.*). To be considered “documentary,” the “evidence must be unambiguous and of undisputed authenticity,” which typically means “documents reflecting out-of-court transactions such as contracts” (*Time Equities, Inc. v. Naeringsbygg 1 Norge III AS*, 50 Misc3d 1211[A], at \*7 [Sup Ct, NY County, 2016]; *see also Hoeg Corp. v Peebles Corp.*, 153 AD3d 607, 609 [2d Dept 2017] [holding that a “[written retainer agreement] submitted by the defendant conclusively disposed of the plaintiff’s claim alleging breach of the purported oral joint venture agreement”]).

#### A. Saviano’s Contract Claims

Defendants seek dismissal of plaintiffs’ Fourth Cause of Action against the RTX Entities on the grounds that the claim is barred by the statute of frauds, because the agreement could not be performed within a year, thus it had to be in writing (*see* MOL at 17-18; Reply at 10-13). For his part, Saviano argues that Section 5-701 of the General Obligations Law (GOL) does not preclude an oral contract for a term of more than one year if there is the slightest possibility that it can be fully performed within one year (NYSCEF # 29 – Opp at 21-23). Saviano further explains that, because he was permitted to resign for good reason in less than a year, his oral employment agreement could have been performed in less than one year (*id.*).

Section Law 5-701 of the GOL, otherwise known as the statute of frauds, provides that “[e]very agreement, promise or undertaking is void, unless it or some note or memorandum thereof be in writing, and subscribed by the party to be charged therewith, or by his lawful agent, if such agreement, promise or undertaking . . . [b]y its terms is not to be performed within one year from the making thereof or the performance of which is not to be completed before the end of a lifetime” (Gen. Obligations Law § 5-701[a][1]). The defense only applies if an agreement is not capable of performance within a year and/or the terms of the alleged agreement prevent the possibility of performance within one year (*see Napolitano v Bounce 21, LLC*, 212 AD3d 527, 528 [1st Dept 2023] [concluding that statute of frauds did not apply because “[defendants ] did not demonstrate that the

alleged oral agreement violates the statute of frauds since it was capable of performance within a year of its making and nothing in the terms of the agreement prevented the possibility of performance within one year”]; *Foster v Kovner*, 44 AD3d 23, 26 [1st Dept 2007] [“The statute encompasses only those agreements which, by their terms, ‘have absolutely no possibility in fact and law of full performance within one year’”]).

Here, Saviano’s breach of contract claim is premised on an alleged oral agreement between him and the RTX Entities pursuant to which Saviano would be paid a yearly salary of \$240,00 per year, gain an equity interest in the RTX Entities of 5.25%, and would devote approximately 20 hours of week to Fintech for a 1% payment of the issued and outstanding membership interests in Fintech (*see* compl ¶¶ 48-59, 151-153). Although his term of employment was allegedly for two years, Saviano alleges that his equity interests would immediately vest upon termination without cause or if he signed for good reason (*see id.* ¶¶ 49, 57-59, 91, 152). Accepting these facts as true and drawing all reasonable inferences in Saviano’s favor (as this court must), these facts sufficiently allege an oral agreement that could have been completed within one year, particularly given that Saviano was hired as an at-will employee (*see Napolitano*, 212 AD3d at 528). Accordingly, on this present record, there is no basis to bar Saviano’s breach of contract claims under the statute of frauds defense.

#### B. Saviano’s Fraud Claim

Defendants also seek dismissal of Saviano’s Second Cause of Action for fraud as duplicative of his Fourth Cause of Action for breach of contract (MOL at 18-22; Reply at 13-16). Saviano retorts that his fraud claim is not duplicative of his breach of contract claim because he has alleged a duty separate from, and in addition to, the duty arising from defendants’ contractual duties (Opp at 23-26),

Courts recognize three limited exceptions that permit bringing in tandem both a fraud and breach of contract claim that arise from similar events or transactions (*Coppola v Applied Elec. Corp.*, 288 AD2d 41, 42 [1st Dept 2001]). Specifically, a plaintiffs must (i) demonstrate a legal duty separate from the duty to perform under the contract; (ii) demonstrate a fraudulent misrepresentation collateral or extraneous to the contract; or (iii) seek special damages that are caused by the misrepresentation and unrecoverable as contract damages (*see id.*). Notably, “no cause of action for fraud is stated or exists where the only fraud charged relates to a breach of the employment contract” (*Dalton v. Union Bank*, 134 AD2d 174, 177 [1st Dept 1987]). Indeed, “fraud causes of action cannot be predicated on breach of contract facts” (*see Tam v Perry Ellis Intl., Inc.*, 2021 WL 3371173, at \*3 [Sup Ct, NY County, July 29, 2021]).

Here, Saviano has not established a separate legal duty on behalf of the defendants, aside from the duty flowing from the alleged oral agreement that is the

basis of his breach of contract claim (*see Stewart v Maitland*, 39 AD3d 319 [1st Dept 2007] [holding that a fraud claim is “duplicative of plaintiff’s contract claim, inasmuch as it alleged no factual basis for recovery other than defendants’ failure to keep promises; no damages were sought thereunder that would not be recoverable under a contract measure of damages”]). Additionally, the damages that plaintiff is seeking are not special damages caused by the misrepresentation and they are recoverable as contract damages. Indeed, Saviano refers to defendants’ failure to provide him with the agreed upon and promised equity in RTX as the basis of both the fraud and the breach of contract claim (compl ¶¶ 141-143, 158-160), thereby extinguishing even a reasonable inference of any special fraud-based damages (*see Mañas v VMS Assoc., LLC*, 53 AD3d 451, 454 [1st Dept 2008] [“Causes of action for breach of contract and fraud based on the breach of a duty separate from the breach of the contract are designed to provide remedies for different species of damages”]).

Based on the above reasoning, defendants’ motion to dismiss Saviano’s Second Cause of Action is granted and the Second Cause of Action is dismissed.

### C. Saviano’s Declaratory Judgment Claim

Defendants seek dismissal of Saviano’s Fifth Cause of Action seeking declaratory judgment as duplicative of his Fourth Cause of Action for breach of contract (MOL at 25-26; Reply at 18-19). It is well established that a cause of action for a declaratory judgment is “unnecessary and inappropriate when the plaintiff has an adequate, alternative remedy in another form of action, such as breach of contract” (*Apple Records v Capitol Records*, 137 AD2d 50, 54 [1st Dept 1988]). Courts will dismiss a cause of action for a declaratory judgment that simply parallels a breach of contract claim and “merely seek[s] a declaration of the same rights and obligations” as will be determined under the breach of contract claim” (*id.*; *Upfront Megatainment, Inc. v Thiam*, 215 AD3d 576, 578 [1st Dep’t 2023] [finding that “Supreme Court correctly dismissed plaintiffs’ claim for declaratory judgment as duplicative, as plaintiffs have an ‘adequate, alternative remedy in another form of action’—namely, the cause of action for breach of contract”]).

Here, Saviano’s declaratory judgment cause of action is duplicative of the breach of contract claims. In the Complaint, Saviano seeks a declaration of the same ownership, obligations, and rights as those arising from the breach of the oral agreement. Saviano contends that by failing to provide him with the agreed upon equity, Defendants breached the contract (compl ¶¶ 157, 162). But he pleads no additional facts regarding the declaratory judgment aside from the facts already established in the breach of contract claim. Consequently, because the issue of the agreed upon equity is already recoverable through the breach of contract claim, a cause of action seeking a declaration with regard to those issues is duplicative of that claim (*see Apple Records*, 137 AD2d at 54 [declaratory judgment unnecessary where plaintiff sought declaration of same rights that at issue in breach of contract

claim]; *see also Ness Tech. S.A.R.L. v Pactera Tech. Intl. Ltd.*, 173 AD3d 635, 636 [1st Dept 2019] [“since plaintiff has a legal remedy for breach of contract, its cause of action for declaratory judgment should have been dismissed”]).

Defendants’ motion to dismiss Saviano’s Fifth Cause of Action is granted.

#### D. Saviano’s Breach of Fiduciary Duty Claim

Defendants seek dismissal of Saviano’s Ninth Cause of Action for breach of fiduciary duty against Cawley as duplicative of Saviano’s Fourth Cause of Action for breach of contract claim (MOL at 26-27; Reply at 17-18). “Where a breach of fiduciary duty claim does not stand alone as a ‘breach of a duty other than, and independent of, that contractually established between the parties,’ it should be dismissed as duplicative of the breach of contract claim” (internal citation omitted); (*William Kaufman Org., Ltd. v. Graham & James*, 269 AD2d 171, 173 [1st Dept 2000] [“A cause of action for breach of fiduciary duty which is merely duplicative of a breach of contract claim cannot stand”]).

Here, a review of the complaint reveals that the purported legal duties underlying Saviano’s breach of fiduciary duty claim against Cawley are identical to the breach contractual duties those supporting his breach of contract claim. On the one hand, Saviano avers that (1) he and the RTX Entities entered into an oral agreement in which Saviano would be paid a salary of \$240,000 per year and granted a 5.25% equity interest in the event he was terminated without cause, and (2) the RTX Entities breached that agreement by terminating him without cause and failing to provide him the agreed-upon equity (compl ¶¶ 150-160). On the other hand, Saviano maintains that Cawley breached his fiduciary duty by denying him the compensation that was agreed-upon pursuant to Saviano’s agreement with the RTX Entities (*see id.* ¶¶ 186-191). Thus, while Saviano’s breach of contract claim may solely be against the RTX Entities and his breach of fiduciary claim solely against Cawley, the alleged underlying legal duty that was breached pursuant to both claims ultimately flows from the alleged oral agreement, not any independent legal duty (*see Mosaic Caribe, Ltd. v AllSettled Group, Inc.*, 117 AD3d 421, 423 [1st Dept 2014] [dismissing breach of fiduciary duty claim as duplicative of breach of contract claim where plaintiff failed to allege that defendant “had any duty to [plaintiff] apart from that set forth in the contract]).

Defendants’ motion to dismiss Saviano’s Ninth Cause of Action is granted.

#### Conclusion

For the foregoing reasons, it is hereby

ORDERED that defendants’ motion to compel arbitration is granted with respect those claims asserted by plaintiff Zelinger (i.e., the First, Third, Sixth, and

Ninth Causes of Action) and this action is hereby stayed as against Zelinger; and it is further

ORDERED that either party may make an application by order to show cause to vacate or modify this stay upon the final determination of the arbitration; and it is further

ORDERED that defendants' motion to dismiss those certain claims maintained by plaintiff Saviano is granted to the extent of dismissing Saviano's Second, Fifth, and Ninth Causes of Action and otherwise denied; and it is further

ORDERED that within 30 days of the e-filing of this order, defendants shall file an answer to the Complaint as against Saviano; and it is further

ORDERED that a preliminary conference shall be held via Microsoft Teams on December 18, 2024, at 2:30 p.m. or at such other time that the parties shall set with the court's law clerk. Prior to the conference, the parties shall first meet and confer to stipulate to a preliminary conference order, available at <https://www.nycourts.gov/LegacyPDFS/courts/comdiv/NY/PDFs/part49-PC-Order-fillable.pdf>, in lieu of a conference; and it is further

ORDERED that counsel for defendants shall serve a copy of this decision, along with notice of entry, on plaintiffs within ten days of this filing

10/18/2024

DATE

MARGARET A. CHAN, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE