

**Chestnut Bay Equestrian Inc. v Irrevocable Trust of  
Jean Pizzirusso**

2024 NY Slip Op 34860(U)

September 5, 2024

Supreme Court, Suffolk County

Docket Number: Index No. 615266/2021

Judge: James Hudson

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**Supreme Court of the State of New York  
County of Suffolk  
Commercial Division Part XLVI  
Memorandum Decision**

**PRESENT:**

**HON. JAMES HUDSON**  
Acting Justice of the Supreme Court

MOTION DATE: 8/28/24  
SUBMIT DATE: 9/4/24  
Mot. Seq. #: **006 - MG**

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CHESTNUT BAY EQUESTRIAN INC.,

TURTURRO LAW, P.C.  
Attorneys for the Plaintiff  
1361 North Railroad Avenue  
Staten Island, NY 10306

Plaintiff,

-against-

THE IRREVOCABLE TRUST OF JEAN  
PIZZIRUSSO,

BLODNICK, FAZIO & CLARK  
Attorneys for the Defendant  
57 West Main Street, Suite 220  
Babylon, NY 11702

Defendant.  
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Defendant The Irrevocable Trust of Jean Pizzirusso (“Trust”) moves for an order, pursuant to **CPLR 2201** and **3403**, to lift the stay of this matter and conduct the trial as soon as possible; or alternatively order that Chestnut Bay pay all property taxes that have accrued during the period of its exclusive occupancy since May 2021 until this matter is resolved or it surrenders possession of the subject properties to the Trust.

By order dated October 6<sup>th</sup>, 2023, the Court (Emerson, J.) denied the motion by plaintiff Chestnut Bay Equestrian, Inc., (“Chestnut Bay”) for summary judgment in its favor on the ground that it fails to eliminate any material issues of fact as to whether an enforceable contract was formed and whether there was mutual assent between the parties entering into the purported contract. The Court found that although Chestnut Bay alleges

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that it sent a check for the redemption amount to Suffolk County, a County land management specialist's search revealed no records of the check, which creates further material issues of fact surrounding the contract at issue. By said order, the Trust's motion for summary judgment was also denied as the Court found significant factual dispute regarding whether Chestnut Bay contracted with the Trust to buy the subject property, whether and to what extent Chestnut Bay performed under the contract, and whether the contract is enforceable against the Trust. On October 19, 2023, Chestnut Bay filed a notice of appeal.

On June 19<sup>th</sup>, 2024, Chestnut Bay submitted a letter motion seeking a stay of the trial of this action scheduled for June 26<sup>th</sup>, 2024, pending appeal. The Court granted Chestnut Bay's application to stay the trial.

In the instant motion to lift the stay of this matter, the Trust alleges that Chestnut Bay fails to show a likelihood that the Court's October 6<sup>th</sup>, 2023 decision which denied its prior motion for summary judgment will be reversed on appeal and that Chestnut Bay fails to demonstrate that it will be prejudiced by denial of its request for a stay. The Trust also alleges that the delay of a trial could result in irreparable harm because there is an imminent risk that the Trust may permanently lose its properties due to the nonpayment of property taxes (NYSCEF Doc No. 103, para. 23, Affidavit). Moreover, the Trust alleges that Joann Chinappi, its sole trustee, is almost seventy-five (75) years of age, and as a result, is entitled to a trial preference pursuant to **CPLR 3403** (para. 26).

"Except where otherwise prescribed by law, the court in which an action is pending may grant a stay of proceedings in a proper case, upon such terms as may be just" (**CPLR**

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2201). A court has broad discretion to grant a stay in order to avoid the risk of inconsistent adjudications, duplication of proof, and the potential waste of judicial resources (*see Rockman v Nassau County Sheriff's Department*, 224 AD3d 757, 205 NYS3d 186 [2d Dept 2024]; *Matter of Hersh*, 198 AD3d 776, 156 NYS3d 71 [2d Dept 2021]; *Chaplin v National Grid*, 171 AD3d 691, 95 NYS3d 850 [2d Dept 2019]).

Here, contrary to the Trust's allegation that Chestnut Bay fails to show a likelihood of success on the appeal, CPLR 2201 does not expressly require a showing of a likelihood of success in a concurrent proceeding when determining whether a stay is appropriate (*see 170 West 85 Street HDFC v. Jones*, 176 Misc2d 262, 673 NYS2d 830 [Civ Ct, New York County 1998]). However, the Court finds that Chestnut Bay's appellate brief was recently filed on July 24<sup>th</sup>, 2024, and that the Trust has a possibility of losing its property to the County due to the unpaid taxes, pending appeal. It is also noted that Joann Chinappi, the Trust's sole trustee, alleges that she is almost seventy-five (75) years old.<sup>1</sup> Considering the forgoing factors, the Court finds that there is a good cause to lift the stay in this action.

In opposition, Chestnut Bay asserts that the Trust's motion to lift the stay should be denied for two reasons: 1) if Chestnut Bay is forced to pay any additional sum to the Trust which is more than a fixed sum payment as set forth in the contract of sale (i.e., the amount of the taxes then owed to the County which was \$327,000.00), the Trust would be unjustly enriched and 2) lifting the stay and trying the case while an appeal is pending would be a

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<sup>1</sup> Although the Trust's counsel alleges in his affirmation that Joann Chinappi is entitled to a special trial preference upon her age pursuant to CPLR 3403, the Trust failed to assert the claim in its notice of motion and to present any evidence satisfying the criteria of CPLR 3403 warranting the grant of a trial preference. Therefore, any portion of the motion seeking such relief is denied, without prejudice.

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waste of judicial resources, and possibly result in inconsistent rulings. However, no explanation is given as to how the Trust's motion to lift the stay arrives at forcing Chestnut Bay to pay "any additional sum."

As to Chestnut Bay's assertion that lifting the stay would be a waste of judicial resources, and possibly result in inconsistent rulings, the Court finds that said assertion is meritless. "Pursuant to CPLR 2201, any court in New York can stay its own proceedings 'in a proper case, upon such terms as may be just'. The stay is sought with a mere motion, but it must have good ground to support it. It is left to the court to determine what a 'proper' case is as a matter of discretion, which must be exercised with circumspection" (*Economy Premier Assur. Co. v Robohm*, 2016 NY Slip Op 30720[U] [Sup Ct, New York County 2016], *citing* Siegel, NY Prac § 255 at 452 [5th ed]). Given the broad discretion afforded courts in New York in this area, "[a]ny relevant factor may be considered" (*Project Veritas v N.Y. Times Co.*, 2021 NY Misc Lexis 69783 [Sup Ct, Westchester County 2021], *citing* Siegel, NY Prac § 535 at 452 [6th ed]). The Court finds that the Trust will be substantially prejudiced by a stay during the pendency of the appeal. Here, considering the fact that Chestnut Bay's appellate brief was recently filed on July 24<sup>th</sup>, 2024, the Court finds that a delay of several years is likely if the Trust's application to lift a stay is not granted. As discussed above, the Court finds a good cause to lift the stay in this action.

Accordingly, it is

**ORDERED** that the defendant's motion (Mot. Seq. 006) to lift the stay of this matter is granted; and it is further


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**ORDERED** that the parties are directed to appear on **Thursday, September 19<sup>th</sup>, 2024** at 11:30 a.m. for a virtual TEAMS meeting with the undersigned for a pretrial conference.

This memorandum also constitutes the Order of the Court.

Dated: September 5<sup>th</sup>, 2024  
Riverhead, NY



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**HON. JAMES HUDSON**  
*Acting Justice of the Supreme Court*