

**New York City Hous. Auth. v Grini's Harlem Grill  
Inc.**

2025 NY Slip Op 32866(U)

July 16, 2025

Supreme Court, New York County

Docket Number: Index No. 451430/2020

Judge: Emily Morales-Minerva

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT:** HON. EMILY MORALES-MINERVA PART 42M  
*Justice*

-----X  
NEW YORK CITY HOUSING AUTHORITY, INDEX NO. 451430/2020  
Plaintiff, MOTION DATE 05/04/2025  
MOTION SEQ. NO. 005

- v -

GRINI'S HARLEM GRILL INC., WILSON MONEGRO DECISION + ORDER ON MOTION  
Defendants.

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 005) 128, 129, 130, 131, 132, 133

were read on this motion to/for EXTEND - TIME

**APPEARANCES:**

Simon Meyrowitz & Meyrowitz, P.C., New York, NY (David H. Meyrowitz, Esq., of counsel), for plaintiff.

Joseph A. Altman, P.C., New York, NY (Joseph A. Altman, Esq., of counsel), for defendants.

EMILY MORALES-MINERVA, J.S.C.

In this commercial landlord-tenant action, plaintiff NEW YORK CITY HOUSING AUTHORITY moves, by notice of motion (sequence no. 005), for an order extending the time to file note of issue. Defendants GRINI'S HARLEM GRILL INC. and WILSON MONEGRO do not oppose plaintiff's motion.

For the reasons set forth below, the Court grants the motion with caution to the parties that further delays without good cause shown and further extensive periods of inactivity in violation of court orders shall not be so lightly excused.

## BACKGROUND

On or about March 19, 2018, plaintiff the NEW YORK CITY HOUSING AUTHORITY (landlord), as owner and landlord, and defendant GRINI'S HARLEM GRILL INC. (tenant), as tenant, entered into a 10-year commercial lease (see New York State Court Electronic Filing System [NYSCEF] Doc. No. 001, Complaint). Pursuant to said lease, tenant leased a portion of the ground level at Frederick E. Samuel Houses, 2537 Adam Clayton Powell Boulevard, New York, New York 10039 (premises) (see NYSCEF Doc. No. 62, Commercial Lease Agreement, dated April 1, 2018).

The lease is immediately followed by numerous exhibits, including an "Exhibit E: Guaranty" (see id., see also NYSCEF Doc. No. 63, Ex. E, Guaranty, dated April 1, 2018). The body of the guaranty identifies the guarantor of the commercial lease as defendant WILSON MONEGRO (guarantor), and it is both signed by guarantor and notarized (see id.).

Things eventually soured and, on or about June 25, 2020, landlord commenced this action against tenant and guarantor, alleging breach of the commercial lease for failure to pay rent and breach of the personal guaranty (see NYSCEF Doc. No. 001, Complaint). Defendants filed a joint answer, and asserted four counterclaims, which include breach of the lease (see NYSCEF Doc.

No. 003, Answer). Landlord answered said counterclaims and asserted seven affirmative defenses (see NYSCEF Doc. No. 12, Reply, dated September 10, 2020).

Thereafter, defendants moved (mot. seq. no. 002) to dismiss landlord's affirmative defenses, and the court (L. Love, J.S.C.) denied that application (see NYSCEF Doc. No. 52, Decision and Order, dated July 26, 2021).

Then, on or around July 20, 2022, the matter was reassigned to the Honorable Suzanne J. Adams, and said justice scheduled a discovery conference to be held on August 2, 2022 (see NSYCEF Doc. No. 55, Case Reassignment and Scheduling Notice, dated July 20, 2022). However, the parties stipulated to adjourn that conference "to the next available date" (see NYSCEF Doc. No. 56, Stipulation of Adjournment).

Thereafter, the court (A. Silvera, J.S.C), entered a stipulation and order, dated January 26, 2023 (see NYSCEF Doc. No. 58, Stipulation and Order, dated January 26, 2023). Therein, upon agreement of the parties, said court set a discovery schedule for the parties and provided they file note of issue on or before June 15, 2023 (id.).

Landlord then moved (mot. seq. no. 003) for on order of summary judgment, granting it "the relief sought in [the] complaint, and dismissing any and all counterclaims pled" (NYSCEF Doc. No. 59, Notice of Motion, dated February 16, 2023, at 1

[seeking, among other things, a finding that the commercial lease constituted a binding agreement between the parties, and that tenant's undisputed failure to pay rent constituted a breach of said agreement]). The court (S. Adams, J.S.C.) denied landlord's motion without prejudice, as premature (see NYSCEF Doc. No. 91, Decision and Order, dated June 05, 2023). The same court then held a compliance conference with the parties, issuing an order directing the parties to complete depositions by November 15, 2023, directing that all disclosure end by December 29, 2023, and directing the parties to file note of issue by January 15, 2024 (see NYSCEF Doc. No. 95, Compliance Conference Order, dated August 03, 2023 [emphasis added]). The court (S. Adams, J.S.C.) further ordered: **"THE DATES SET FORTH HEREIN MAY NOT BE ADJOURNED EXCEPT WITH APPROVAL OF THE COURT"** (id. [emphasis in original]).

Once again, the parties did not heed the order of the court (S. Adams, J.S.C.), failing, among other things, to file note of issue, by January 15, 2024. Indeed, no activity appears to have occurred from the date of the compliance conference order, August 03, 2023, until November 2024.

It was that November when, due to change in judicial assignments, court administration assigned this matter to the undersigned. This Court contacted the parties to schedule a status conference, which took place on February 10, 2025.

At said conference, the parties appeared with no excuse for failing to file a timely note of issue (see id.). As such, this Court issued an order, providing, in part:

"Given that the Court does not currently have any motion papers before it requesting an extension of the current note of issue deadline, and [that] the parties failed to demonstrate good cause warranting an extension, the note of issue deadline remains. If the parties do not appropriately move before this Court within 90 days, the Court shall dismiss the instant action pursuant to CPLR § 3126 [governing penalties for refusal to comply with order or to disclose]"

(id.).

Now, landlord timely moves, by notice of motion (seq. no. 005), for an order "acknowledging the [instant motion] in explanation of [landlord's] good cause warranting an extension to file the note of issue; of [landlord's] immediate readiness to file the note of issue; and that [landlord] will file the note of issue forthwith" (NYSCEF Doc. No. 128, "Notice of Motion in Explanation", dated February 18, 2025). Landlord then filed note of issue, certifying the completion of discovery (see NYSCEF Doc. No. 136, Note of Issue Without Jury, dated April 21, 2025).

The court deems landlord's motion to be a request to extend the note of issue date for good cause shown, and defendants do not oppose the motion.

## ANALYSIS

CPLR § 2004 provides, "[e]xcept where otherwise expressly prescribed by law, the court may extend the time fixed by any statute, rule or order for doing any act, upon such terms as may be just and upon good cause shown, whether the application for extension is made before or after the expiration of the time fixed" (emphasis added). A motion pursuant to CPLR § 2004 is addressed to the sound discretion of the court (see Grant v City of New York, 17 AD3d 215, 217 [1st Dept 2005]; Bank of New York Mellon v Adam Plotch, LLC, 226 AD3d 497, 497 [1st Dept 2024]).

Here, the court grants landlord's motion (seq. no. 005) and deems note of issue filed. Although landlord has not made a showing of good cause, and both parties have shown great disregard to more than one court order, defendants submit no opposition to the instant motion or the filing of the note of issue. This includes defendants raising no argument that landlord is misrepresenting discovery is complete and raising no dispute that the matter is trial ready.

Further, the court recognizes its rather leniently exercised discretion in granting landlord's request for an extension of the note of issue date. Generally, "the difficulties and practice pressures experienced by members of the trial bar" must be appreciated and considered (see Cadichon v Facelle, 18 NY3d 230,

243 [Grafteo, J. 2011]). Still, counsel expresses no such difficulties or excuse (id.).

Therefore, let the parties be warned that, in this action, no further delays without good cause or extensive periods of inactivity in violation of court orders shall be permitted. Our state's highest court has repeatedly emphasized that "dilatatory actions by attorneys that unjustifiably delay the course of litigation - including delays in conducting discovery . . . or delays in proceeding to trial through filing the notice of issue - cannot be overlooked" (Cadichon, 18 NY3d at 242-243, citing e.g. Gibbs v Barnabas Hosp., 16 NY3d 74 [2010]; Miceli v State Farm Mut. Auto Ins. Co., 3 NY3d 725 [2004]; Brill v City of New York, 2 NY3d 648 [Judith S. Kaye, Ch. J. 2004]; and Kihl v Pfeffer, 94 NY2d 118 [1999]).

Among other things, "[t]he failure to comply with deadlines . . . impairs the efficient functioning of the courts and the adjudication of claims [and] places jurists unnecessarily in the position of having to order enforcement remedies to respond to the delinquent conduct of members of the bar, often to the detriment of the litigants they represent. Chronic noncompliance with deadlines breeds disrespect for the dictates of the Civil Practice Law and Rules and a culture in which cases can linger for years without resolution" (Cadichon, 18 NY3d at 243 [citation omitted] [emphasis added]).

Accordingly, it is hereby

ORDERED that plaintiff's NEW YORK CITY HOUSING AUTHORITY motion (seq. no. 005) is granted; it is further

ORDERED that note of issue is deemed filed as of the date of this decision and order; it is further

ORDERED that plaintiff NEW YORK CITY HOUSING AUTHORITY shall serve defendants GRINI'S HARLEM GRILL INC. and WILSON MONEGRO with notice of entry within ten days from the date of this decision and order; it is further

ORDERED that all dispositive motions, if any, shall be filed within thirty days from the entry of this order or shall be deemed waived; it is further

ORDERED that the parties shall appear for a settlement conference in Room 574, 111 Centre Street, New York, New York 10013, on September 10, 2025, at 12:00 P.M.; and it is further

ORDERED that the Clerk of Court shall mark the file accordingly.

THIS CONSTITUTES THE DECISION AND ORDER OF THE COURT.

7/16/2025  
DATE

*Emily Morales-Minerva*  
EMILY MORALES-MINERVA, J.S.C.

CHECK ONE:  CASE DISPOSED  GRANTED  DENIED  NON-FINAL DISPOSITION  GRANTED IN PART  OTHER

APPLICATION:  SETTLE ORDER  SUBMIT ORDER

CHECK IF APPROPRIATE:  INCLUDES TRANSFER/REASSIGN  FIDUCIARY APPOINTMENT  REFERENCE