

**180 Lafayette Corp. v Cherif**

2025 NY Slip Op 34924(U)

December 19, 2025

Supreme Court, New York County

Docket Number: Index No. 153149/2025

Judge: Paul A. Goetz

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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. PAUL A. GOETZ PART 47

Justice

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180 LAFAYETTE CORP.,

Plaintiff,

- v -

MICHAEL CHERIF, CLAIRE CLAUSSEN, CLAUSSEN
CONCEPTS, INC.

Defendants.

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INDEX NO. 153149/2025

MOTION DATE 05/28/2025

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17

were read on this motion to/for DISMISS

Upon the foregoing documents, it is

ORDERED that defendants' motion pursuant to CPLR § 3211 to dismiss the complaint is granted to the extent that:

- (i) The complaint is dismissed as against defendant Claussen Concepts Inc. (Concepts) because:
a. Concepts' "liability in this action is premised upon [] reverse piercing of the corporate veil" (Bibbo v Arvanitakis, 145 AD3d 656, 657 [2nd Dept 2016]), which requires plaintiff to allege the same elements as if it were seeking to directly pierce the corporate veil (Sweeney, Cohn, Stahl & Vaccaro v Kane, 6 AD3d 72, 75 [2nd Dept 2004] ["Reverse-piercing flows in the opposite direction" and "[i]n both situations there is a disregard of the corporate form, and the controlling shareholders are treated as alter egos of the corporation and vice versa"]), and here, plaintiff merely asserts without explanation that "the corporate form was exploited to shield personal liability and frustrate Plaintiff's recovery of rent due and owing under the Lease" (NYSCEF Doc No 16, p. 3 [plaintiff's memorandum of law in opposition to defendants' motion]), and thus fails to adequately allege how the corporate form "was used to commit a fraud or wrong against the plaintiff which resulted in the plaintiff's injury" (Matter of Edrich v MMAL Corp., 134 AD3d 935, 936 [2nd Dept 2015]) such that "[r]everse-piercing" the corporate veil to hold "the corporation liable for the debt of the shareholders" is warranted (Sweeney, Cohn, Stahl & Vaccaro, 6 AD3d at 75; Bonacasa Realty Co., LLC v Salvatore, 109 AD3d 946, 947 [2nd Dept 2013] ["a simple breach of contract,

without more, does not constitute a fraud or wrong warranting the piercing of the corporate veil”]; *Damianos Realty Group, LLC v. Fracchia*, 35 AD3d 344, 344-45 [2<sup>nd</sup> Dept 2006] [“Here, although the plaintiff submitted evidence tending to demonstrate that the defendant [] Fracchia exercised dominion over the corporation,” plaintiff did not allege “that Fracchia used such dominion and control to commit a fraud or wrong against the plaintiff which resulted in injury”]);

- b. “[N]or does the [] complaint state a cause of action against [Concepts] independent of such allegations” of abuse of the corporate form (*KSZ Bldg. Materials v Stognin*, 2025 NY Slip Op 04982 \*2 [2<sup>nd</sup> Dept, Sept 17, 2025]), as plaintiff does not allege that it entered into any contract with Concepts, as distinguished from the individual defendants, in support of its first and second causes of action for breach of contract (NYSCEF Doc No 10 [the lease agreement between plaintiff and the individual defendants]) and third cause of action for attorneys’ fees based on a provision of the lease agreement (*Bonacasa Realty Co., LLC v Salvatore*, 109 AD3d 946, 947 [2<sup>nd</sup> Dept 2013]); and plaintiff does not allege any unlawful conduct by Concepts, as distinguished from the individual defendants, in support of its sixth cause of action for private nuisance or seventh cause of action for tortious interference;
- (ii) Plaintiff’s sixth cause of action for private nuisance is dismissed as against the remaining defendants because plaintiff fails to state how defendants’ alleged conduct of filing numerous complaints with the DOB and other agencies, “contacting the Building’s elevator maintenance company on behalf of Landlord,” and “[w]rongfully and repeatedly posting ‘Not Working’ and/or ‘Out of Order’ signs on the Building’s elevator” (NYSCEF Doc No 1 ¶ 40) substantially “interfere[s] with [plaintiff’s] use or enjoyment of the property” (*Broxmeyer v United Capital Corp.*, 79 AD3d 780, 782 [2<sup>nd</sup> Dept 2010]; *Wheeler v Del Duca*, 151 AD3d 10005, 10005-06 [2<sup>nd</sup> Dept 2017] [“The plaintiff’s allegation that the defendants’ actions interfered with the use and enjoyment of her [property] is conclusory and vague, and does not satisfy the pleading requirements”])<sup>1</sup>, and plaintiff’s assertion that defendants engaged in “harassing, threatening and menacing tenants in neighboring apartments” (NYSCEF Doc No 1 ¶ 40) is unsupported by any factual allegations and therefore fails to “give the court and parties notice of the [] transactions or occurrences[] intended to be proved” (CPLR § 3013; *Mid-Hudson Val. Fed. Credit Union v Quartararo & Lois, PLLC*, 31 NY3d 1090 [2018]); and
- (iii) Plaintiff’s seventh cause of action for tortious interference with contract based on “its contractual obligations to its tenants, viz., the covenant of quiet enjoyment” (NYSCEF Doc No 1 ¶ 86) is dismissed as against the remaining defendants because plaintiff similarly “asserted, in a conclusory manner and without the support of relevant factual allegations, that [defendants’] actions caused [plaintiff] to breach” its

<sup>1</sup> Moreover, a cause of action for private nuisance “is actionable by *the individual person or persons* whose rights have been disturbed” (*Broxmeyer*, 79 AD3d at 782, quoting *Copart Indus. v Consolidated Edison Co. of N.Y.*, 41 NY2d 564, 568 [1977] [emphasis provided]).

leases and that such interference was intentional (*Ferrandino & Son, Inc. v Wheaton Bldrs., Inc., LLC*, 82 AD3d 1035, 1036 [2<sup>nd</sup> Dept 2011]);<sup>2</sup>

And it is further

ORDERED that the action shall bear the following caption:

180 LAFAYETTE CORP.,

Plaintiff,

MICHAEL CHERIF, CLAIRE CLAUSSEN,

Defendants.

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And it is further

ORDERED that counsel for Concepts shall serve a copy of this order with notice of entry upon the County Clerk and the Clerk of the General Clerk’s Office, who are directed to mark the court’s records to reflect the party being removed pursuant hereto; and it is further

ORDERED that such service upon the County Clerk and the Clerk of the General Clerk’s Office shall be made in accordance with the procedures set forth in the *Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases* (accessible at the “E-Filing” page on the court’s website);

ORDERED that the remaining defendants shall file and serve via NYSCEF an answer to the complaint within 20 days of entry of this order; and it is further

ORDERED that the remaining parties are directed to appear for a preliminary conference

<sup>2</sup> Defendants withdrew the part of their motion that sought dismissal of the first through fifth causes of action as against the individual defendants (NYSCEF Doc No 17, p. 2).

on February 26, 2026 at 9:30 a.m.

12/19/2025  
DATE

  
PAUL A. GOETZ, J.S.C.

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>
			DENIED		OTHER
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		SUBMIT ORDER	
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN		FIDUCIARY APPOINTMENT	<input type="checkbox"/>
					REFERENCE