SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. MARY V. ROSADO** **PART** **33M**

Justice

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METROSPEEDY OPERATIONS, LLC,METRO SPEEDY TECHNOLOGIES INC.,METROSPEEDY I, INC.,NANCY KORAYIM,

Plaintiff,

- v -

CARLA NORDSTROM, RACHEL CHELSEY, VICTORIA YE, NILS NOREN, CAROLE A VAN ALMELO, RENEW BODY SPA INC, 107 WEST 25TH STREET CORP., CORNERSTONE MANAGEMENT SYSTEMS, MICHELLE GREENSPAN, 25 STREET, LLC,CITY OF NEW YORK, DOUGLAS C WINN, JOHN/JANE DOES 1-150

Defendant.

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INDEX NO. 161716/2024

MOTION DATE 08/01/2025, 08/06/2025, 08/01/2025

MOTION SEQ. NO. 006 007 008

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 006) 109, 110, 111, 112, 113, 114, 115, 116, 146, 148, 149, 150, 151, 152, 153, 154, 155, 156, 165, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211

were read on this motion to/for DISMISSAL.

The following e-filed documents, listed by NYSCEF document number (Motion 007) 119, 120, 121, 122, 123, 133, 145, 157, 158, 159, 160, 161, 162, 163, 166, 167

were read on this motion to/for DISMISSAL.

The following e-filed documents, listed by NYSCEF document number (Motion 008) 105, 106, 107, 108, 137, 138, 139, 140, 141, 142, 143, 144, 147, 164, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189

were read on this motion to/for DISMISSAL.

Upon the foregoing documents, and after a final submission date of October 20, 2025, motion sequences 006 through 008 are consolidated for disposition and decided as follows:

A. Defendants Carole A. Van Almelo ("Almelo"), Victoria Ye ("Ye") and Nils Noren's ("Noren") (collectively "Resident Defendants") motion to dismiss ("Mot. Seq. 006") Plaintiffs' Second Amended Complaint and for fees under Civil Rights Law §§ 70-a and 76-a is granted. Plaintiffs' cross motion for anti-SLAPP discovery is denied.

B. Defendant the City of New York's ("NYC") motion to dismiss ("Mot. Seq. 007") Plaintiffs' Second Amended Complaint is granted.

C. Defendant Carla Nordstrom's ("Nordstrom") motion to dismiss ("Mot. Seq. 008") Plaintiffs' Second Amended Complaint pursuant and for fees under Civil Rights Law §§ 70-a and 76-a and dismissal of Defendants 25 Street LLC ("25 Street LLC"), Rachel Chelsey ("Chelsey"), 107 West 25th Street Corp. ("West 25th Street Corp."), Michelle Greenspan ("Greenspan") and Cornerstone Management Systems ("Cornerstone") crossclaims asserted against her is granted. Plaintiffs' cross motion for limited anti-SLAPP discovery is denied.

I. Background

At its core, this case, as it relates to Plaintiffs and the moving Defendants, is about good corporate citizenship and the relationship between Plaintiffs, who operated a very busy logistical hub out of the first floor of a residential cooperative building, and Plaintiffs' neighbors, who consist of the residential cooperative's tenants. Plaintiffs Metrospeedy Operations, LLC, Metro Speedy Technologies Inc., and Metrospeedy I, Inc. (collectively "Metrospeedy") are a third-party logistics provider who provides "last mile" delivery service in New York City.[1] Plaintiff Nancy Korayim ("Korayim") is the founder and Chief Executive Office of Metrospeedy. In July of 2021, Metrospeedy entered a 10-year lease for the street level commercial unit located at 113 West 25th Street, New York, NY 10001 (the "Premises") from where it operated a "micro-fulfillment" center (NYSCEF Doc. 108 at ¶¶ 5 and 52).

[1] Metrospeedy Operations, LLC runs Metrospeedy's operations, Metrospeedy I, Inc. leases property for Metrospeedy's use, and Metro Speedy Technolgoies Inc. is the parent entity of Metrospeedy I, Inc. (NYSCEF Doc. 108 at ¶¶ 16-18).

Defendant 25th Street Corp., a housing cooperative, owns the Premises. Defendant Chelsey was the president of 25th Street Corp.'s board. Cornerstone is 25th Street Corp.'s property management company, and Greenspan is an employee of Cornerstone who serves as the Premises' property manager. Nordstrom, Ye, Noren and Almelo are residents of the Premises. 25 Street LLC leased three commercial units at the Premises from 25th Street Corp. and subleased one of those commercial units to Metrospeedy.

Metrospeedy used the Premises for operations sporadically between July 2021 and September 2023, but on September 18, 2023, it concentrated and transferred its entire operation to the Premises. According to Metrospeedy, this resulted in a campaign of harassment. On October 2, 2023, 25th Street Corp. issued a 40-day eviction notice to 25 Street LLC citing Metrospeedy's operations, which led to 25 Street LLC serving Metrospeedy with a fifteen-day eviction notice. The eviction notice was withdrawn on December 12, 2023.[2]

Plaintiffs allege Defendant Nordstrom influenced the New York Police Department ("NYPD") to harass Plaintiffs' business, which resulted in the NYPD allegedly being dispatched to Plaintiffs' business numerous times from September 2023 to January 2024. Plaintiffs allege they were issued summonses for "street obstruction" without probable cause[3], and Plaintiffs were allegedly summoned to a meeting with a City Council member to discuss the friction between Metrospeedy and its neighrbors. Plaintiffs further allege City employees contacted Metrospeedy's biggest client, Fresh Direct, and pressured it to reduce deliveries to Metrospeedy. Fresh Direct substantially reduced its business with Metrospeedy in January of 2024. Plaintiffs now allege numerous claims against Defendants. In motion sequences 006 through 008, various defendants move to dismiss.

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[2] There are no specific and factual allegations that the moving defendants were in any way responsible for the commencement of these proceedings.
[3] The summonses were in actuality issued personally to a non-party employee of Plaintiffs, and they were never processed or led to any court hearings.

II. Discussion

A. Standard

When reviewing a motion to dismiss for failure to state a claim, the Court gives the plaintiff the benefit of all favorable inferences which may be drawn from the pleadings (*Sassi v Mobile Life Support Services, Inc.*, 37 NY3d 236, 239 [2021]. However, allegations consisting of bare legal conclusions with no factual specificity are insufficient (*Godfrey v Spano*, 13 NY3d 358, 373 [2009]). A motion to dismiss for failure to state a claim will be granted if the factual allegations do not allow for a right of recovery (*Connaughton v Chipotle Mexican Grill, Inc.*, 29 NY3d 137, 142 [2017]). A motion to dismiss under CPLR 3211(g) shall be granted when the movant shows the action targets speech involving public petition and participation, as defined in Civil Rights Law § 76-a, unless the action has a substantial basis (*see Gillespie v Kling*, 217 AD3d 566, 567 [1st Dept 2023]). Speech involves public petition and participation if it is "any communication in a place open to the public or a public forum in connection with an issue of public interest" or if it is "any other lawful conduct in furtherance of the exercise of the constitutional right of free speech in connection with an issue of public interest" (*see* Civil Rights Law § 76-a[1][a]).

B. Resident Defendants' Motion (Mot. Seq. 006) & Nordstrom's Motion (Mot. Seq. 008)

The Resident Defendants and Nordstrom's (collectively "Tenants") motions to dismiss are granted. The Court first addresses the CPLR 3211(a)(7) motions, followed by an analysis of the CPLR 3211(g) motions (*see Reeves v Associated Newspapers, Ltd.*, 232 AD3d 10, 12 [1st Dept 2024]).

i. CPLR 3211(a)(7)

As a preliminary matter, there is no opposition to dismissal of the crossclaims asserted against Nordstrom, so those crossclaims are dismissed as abandoned. Plaintiffs' causes of action

for malicious prosecution and abuse of process are dismissed because there were no proceedings commenced by the moving defendants against the Plaintiffs nor was there ever civil or criminal process served (*see, e.g. Scollar v City of New York*, 160 AD3d 140, 148 [1st Dept 2018]).[4] The *prima facie* tort claim asserted against all is dismissed as duplicative (*see, e.g. Reeves v Associated Newspapers, Ltd.*, 232 AD3d 10, 16 [1st Dept 2024]; *Matthaus v Hadjedj*, 148 AD3d 425, 425 [1st Dept 2017]; *Bacon v Nygard*, 140 AD3d 577, 578 [1st Dept 2016]).

The intentional infliction of emotional distress claim against the Tenants is dismissed. To allege a claim for intentional infliction of emotional distress, there must be facts showing "(i) extreme and outrageous conduct, (ii) an intent to cause—or disregard of a substantial probability of causing—severe emotional distress, (iii) a causal connection between the conduct and the injury, and (iv) the resultant severe emotional distress" (*Lau v S&M Enterprises*, 72 AD3d 497, 498 [1st Dept 2010] citing *Howell v New York Post Co.*, 81 NY2d 115, 121 [1993]). "Intentional infliction of emotional distress is a highly disfavored tort under New York law" (*Zuckerbrot v Lande*, 75 Misc3d 269, 299 [Sup. Ct., New York County, 2022] [Cohen, J.] quoting *HC2, Inc. v Delaney*, 510 F.Supp.3d 86, 104 [SDNY 2020]). The elements of a claim for intentional infliction of emotional distress are difficult to satisfy (*Howell, supra* at 122).

The only party to assert an intentional infliction of emotional distress claim is the individually named Plaintiff, Nancy Korayim. But none of the alleged acts were directed at Ms. Korayim, they were allegedly directed at the several corporate plaintiffs.[5] Ms. Korayim does not allege that she dominates and controls the corporate plaintiffs such that they are her alter egos.

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[4] In opposition, Plaintiffs argue summonses were issued individually to non-party Pavel Audonin for obstructing public streets. There was no process or prosecution initiated against any of the named Defendants nor is it alleged that the issuance of summonses lacked probable cause.

[5] Ms. Korayim cannot enjoy the numerous benefits of corporate formalities, including protections of insulated and limited liability through various corporate entities and then seek to disregard those corporate formalities when it suits her to bring tort claims against individual defendants.

Because none of the alleged acts were directed at Ms. Korayim personally, she fails to allege that the allegedly tortious acts were intended to cause her personally severe emotional distress. And in any event, complaining to a neighboring business about quality of life and safety concerns is not so extreme and outrageous to give rise to an intentional infliction of emotional distress claim.

Tenants' motion to dismiss Plaintiffs' tortious interference claims is granted. The first and second causes of action alleging tortious interference with present and existing business relations and tortious interference with prospective business relations are dismissed. To sufficiently allege these claims, there must be facts showing that the Tenants' conduct "was motivated solely by malice or to inflict injury by unlawful means going beyond mere self-interest or other economic considerations" (*Bradbury v Israel*, 204 AD3d 563, 564-65 [1st Dept 2022]; *Front, Inc. v Khalil*, 103 AD3d 481, 484 [1st Dept 2013]). Here, the lack of any specific and factual allegations against the Tenants and what acts they took which were unlawful or motivated solely by malice requires dismissal. All that is specifically alleged is that the Tenants complained to Metrospeedy employees about Metrospeedy's operations and sought help from municipal authorities and elected representatives. There are no allegations that the acts were taken solely out of malice as opposed to the Tenants' self-interest in a safe and reasonably quiet living environment. Documentary evidence shows Plaintiffs frequently blocked fire hydrants, stored leaking lithium batteries in the Building, and charged too many electrical bikes in the Building in violation of local laws and regulations, which posed a fire hazard.

Not even the affidavits submitted in opposition state specifically that the Tenants engaged in unlawful harassment or violence towards the various affiants, nor does any affiant state they have personal knowledge of the Tenants' harassment and violence. What is alleged is a "John Doe" spat on and physically attacked workers, but this conduct is not imputed to the Tenants.

Plaintiffs fail to address arguments for dismissal of the tortious interference with prospective future contracts, so that claim is dismissed as abandoned. Plaintiffs' tortious interference with a contract claim is dismissed. Plaintiffs failed to show that any contract was breached (*see Beast Investments, LLC v Celebrity Virtual Dining, LLC*, 238 AD3d 558, 558 [1st Dept 2025]). Rather than allege the specific contractual provisions which were breached, Plaintiffs allege in an impermissibly vague manner that Fresh Direct's reduction of deliveries with Plaintiffs "violated the terms and spirit of its contract" (NYSCEF Doc. 108 at ¶ 114). A vague and conclusory allegation that the "spirit" of the contract was violated cannot give rise to a claim for tortious interference with a contract (*see Inspirit Dev. and Const., LLC v GMF 157 LP*, 203 AD3d 430, 432 [1st Dept 2022]; *Williams v Citigroup, Inc.*, 104 AD3d 521, 522 [1st Dept 2013]).

Moreover, the specific contractual provision cited provides only that each week Fresh Direct "will notify MetroSpeedy of the expected number of Routes" and that "during the preceding week, Fresh Direct will send a [r]equest" regarding the number of routes needed (*id.* at ¶ 115). Nothing in the contract required Fresh Direct to maintain a steady volume of deliveries with MetroSpeedy. In fact the provision relied on is written to allow weekly flexibility depending on the volumes of deliveries and capacity to complete those deliveries. Because there are no predicate underlying tort claims against the Tenants, the conspiracy claim, which is not an independent cause of action, is also dismissed (*Mamoon v Dot Net Inc.*, 135 AD3d 656, 658 [1st Dept 2016]).

Finally, the conspiracy to violate constitutional rights claim is dismissed. There are no specific factual allegations to satisfy Plaintiffs' burden to allege the existence of an agreement between a state actor and Tenants to act together to inflict an unconstitutional injury. Nor do they allege what specific federal right they were deprived of other than vaguely referencing several constitutional amendments.

ii. CPLR 3211(g)

The branch of the Tenants' motions to dismiss pursuant to CPLR 3211(g) is granted. The speech targeted falls within the ambit of the anti-SLAPP law. Specifically, Plaintiffs sue Tenants for complaining to municipal authorities over what they reasonably believed to be unsafe business practices that impacted their quality of life. This included, amongst other things, trucks blocking fire hydrants, leaking lithium batteries, an illegal number of electric bikes charging in the Building, noise complaints stemming from nighttime operations, and other quality of life concerns. Complaining to public authorities and local representatives about these issues constitutes public petition within the meaning of the anti-SLAPP law. The safety of and quality of life in the Tenants' neighborhood, and whether Plaintiffs were acting as good corporate citizens constitute a matter of public concern (*Sweetpea Ventures Inc. v Belmamoun*, 231 AD3d 460, 461 [1st Dept 2024]).

Because Tenants succeeded on their CPLR 3211(a)(7) motions, they necessarily succeed on their CPLR 3211(g) motions (*see Reeves v Associated Newspapers, Ltd.*, 232 AD3d 10, 24 [1st Dept 2024]). Because Tenants succeeded on their CPLR 3211(g) motions, they are entitled to reasonable attorneys' fees and costs pursuant to Civil Rights Law § 70-a. The Court has considered Plaintiffs' cross motions seeking anti-SLAPP discovery under CPLR 3211(g)(3) and finds it without merit. Therefore, the cross motions for anti-SLAPP discovery are denied.

C. NYC's Motion to Dismiss (Mot. Seq. 007)

City of New York's ("NYC") motion to dismiss Plaintiffs' Second Amended Complaint as asserted against it is granted. For the same reasons the malicious prosecution, abuse of process, and *prima facie* tort, and intentional infliction of emotional distress claims were dismissed against the Tenant Defendants, so too are those claims dismissed against NYC.

NYC's motion to dismiss Plaintiffs' tortious interference with prospective future contracts claim is granted as Plaintiffs fail to proffer any arguments in opposition to dismissal. Likewise, as with the Tenants' motions to dismiss, the NYC motion to dismiss Plaintiffs' tortious interference with a contract claim is dismissed. Moreover, Plaintiffs failed to allege any specific facts that NYC procured a breach out of malice or unlawful means. NYC discussed the community issue with the relevant stakeholders to find a resolution. The failure to allege malice or some other unlawful or improper behavior is fatal to Plaintiffs' tortious interference with current and future business relations (*Bradbury v Israel*, 204 AD3d 563, 564-65 [1st Dept 2022]; *Front, Inc. v Khalil*, 103 AD3d 481, 484 [1st Dept 2013]). The allegations of NYC officials meeting with Fresh Direct to attempt to resolve quality of life complaints while also attempting to maintain Metrospeedy and Fresh Direct's business model does not give rise to a tortious interference claim (*see Ahead Realty LLC v India House, Inc.*, 92 AD3d 424, 424-25 [1st Dept 2012] citing *Carvel v Noonan*, 3 NY3d 182, 190-92 [2004] [persuasion alone is not enough to constitute wrongful means]).

Plaintiffs' private nuisance claim against NYC is dismissed. To allege a private nuisance, there must be facts showing "(1) an interference substantial in nature, (2) intentional in origin, (3) unreasonable in character, (4) with a person's property right to use and enjoy land, (5) caused by another's conduct in acting or fail[ing] to act." (*Chelsea 18 Partners, LP v Sheck Yee Mak*, 0 AD3d 38, 41 [1st Dept 2011]). The alleged interference was the NYPD visiting and inspecting the Building. But the visits and inspections took place because of alleged noise and safety complaints and were not unreasonable in character. Nor do Plaintiffs show how the NYPD visiting and inspecting Plaintiffs' operations on occasion substantially interfered with deliveries. The conclusory allegations coupled with the fact that NYC has an obligation to respond to calls of noise and safety complaints requires dismissal. As there are no underlying intentional torts

remaining, the cause of action alleging NYC engaged in civil conspiracy is dismissed (*see Kovkov v Law Firm of Dayrel Sewell, PLLC*, 182 AD3d 418, 418-19 [1st Dept 2020]).

Plaintiffs' claims under 42 U.S.C. § 1983 fare no better. The alleged equal protection violation is without merit as Plaintiffs fail to allege sufficient facts indicating a substantially similarly situated comparator was treated better or more leniently than Plaintiffs. There are no facts indicating that these alleged comparators conducted the same type and volume of deliveries, received the same number of complaints from the surrounding community, or that they were also operating on a residential side street and out of the first floor of a residential cooperative building. In fact, many of the alleged comparators operate out of 630 West 52nd Street, which is not a residential building and which abuts the West Side Highway. Another alleged comparator at 444 W. 36th Street abuts the heavily trafficked Lincoln Tunnel Expressway. More importantly, Plaintiffs fail to allege whether the comparators operated all their business out of one location or dispersed operations amongst various locations. The allegedly unconstitutional enforcement only began after Plaintiffs decided to concentrate all their operations in the one location which was subjected to the allegedly increased enforcement. Simply, there are insufficient facts alleged to show the other entities are true comparators who were similarly situated to Plaintiffs. Therefore, the alleged equal protections violation is dismissed.

The alleged violations of the Fourth Amendment are dismissed because there were no seizures of Plaintiffs' property or equipment. Plaintiffs do not have standing to claim a Fourth Amendment violation based on NYC's alleged threats to tow Fresh Direct vehicles. The issuance of parking tickets or summonses for street obstruction likewise is insufficient to constitute a Fourth Amendment seizure (*Torres v City of New York*, 590 F.Supp.3d 610, 627 [SDNY 2022] citing

Burg v Gosselin, 591 F3d 95, 96 [2d Cir 2010]).[6] Plaintiffs likewise failed to allege any due process violation. There are no facts alleged that NYC prevented Plaintiffs from operating their business. Plaintiffs were simply asked to adjust the volume and time in which deliveries were made or, alternatively, to move the location where trucks would load or unload deliveries.

Finally, Plaintiffs fail to allege a claim for First Amendment retaliation. A private citizen claiming First Amendment retaliation must show that their First Amendment rights were "actually chilled" (*Searle v Red Creek Central School District*, 2023 WL 3398137 at *2 [2d Cir 2023] citing *Curley v Village of Suffern*, 268 F3d 65, 73 [2d Cir 2001]). But Plaintiffs' conduct has remained unchanged since the alleged retaliation, and there are no alleged facts showing NYC's alleged actions of FDNY and NYPD visiting the Building three times since the filing of the lawsuit actually chilled Plaintiffs' First Amendment rights. The Court has considered the remainder of Plaintiffs' contentions and allegations against NYC and finds them unavailing. Therefore, NYC's motion to dismiss is granted in its entirety.

Accordingly, it is hereby,

ORDERED that Defendants Carole A. Van Almelo, Victoria Ye and Nils Noren's motion to dismiss ("Mot. Seq. 006") Plaintiffs' Second Amended Complaint pursuant to CPLR 3211(a)(7) and (g), and for attorneys' fees under Civil Rights Law §§ 70-a and 76-a is granted, and Plaintiffs' cross motion for limited anti-SLAPP discovery is denied; and it is further

ORDERED that Defendant the City of New York's motion to dismiss ("Mot. Seq. 007") Plaintiffs' Second Amended Complaint pursuant to CPLR 3211(a)(7) is granted; and it is further

[6] In their memorandum of law, Plaintiffs argue that a Metrospeedy employee, Pavel Audonin, was detained. But nowhere in Mr. Audonin's affidavit does it say he was detained by the NYPD, he was just issued summonses on one occasion for allegedly illegally parked cargo bikes.

ORDERED that Defendant Carla Nordstrom's motion to dismiss ("Mot. Seq. 008") Plaintiffs' Second Amended Complaint pursuant to CPLR 3211(a)(7) and (g), and for attorneys' fees under Civil Rights Law §§ 70-a and 76-a and dismissal of all crossclaims asserted against her is granted, and Plaintiffs' cross motion for limited anti-SLAPP discovery is denied; and it is further

ORDERED that within thirty days of entry, counsel for Defendants Carla Nordstrom, Carole A. Van Almelo, Victoria Ye and Nils Noren shall file an application for attorneys' fees and costs in order that a judgment can be entered in their favor and against Plaintiffs. The failure to timely submit the fee application may result in the waiver of an award of fees; and it is further

ORDERED that the remaining parties shall meet and confer immediately and submit a proposed preliminary conference order to the Court via e-mail to SFC-Part33-Clerk@nycourts.gov, but in no event shall the proposed order be submitted any later than February 11, 2026. If the parties have a serious discovery dispute requiring a conference, they shall contact the Court so a conference may be calendared accordingly; and it is further

ORDERED that if the remaining parties elect to engage in court sponsored mediation as opposed to discovery, they shall notify the Court immediately so the appropriate referral order to this Court's sponsored ADR program may be issued; and it is further

ORDERED that within ten days of entry, counsel for movants shall serve a copy of this Decision and Order, with notice of entry, on all parties via NYSCEF.

This constitutes the Decision and Order of the Court.

12/18/2025
DATE

Mary V Rosado JSC
HON. MARY V. ROSADO, J.S.C.

CHECK ONE:		CASE DISPOSED			x	NON-FINAL DISPOSITION	
		GRANTED		DENIED	x	GRANTED IN PART	OTHER
APPLICATION:		SETTLE ORDER				SUBMIT ORDER	
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN				FIDUCIARY APPOINTMENT	REFERENCE