Gill v Kore.ai, Inc.
2026 NY Slip Op 30339(U)
January 28, 2026
Supreme Court, New York County
Docket Number: Index No. 659116/2024
Judge: Kathleen Waterman-Marshall
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. KATHLEEN WATERMAN-MARSHALL, *Justice* — **PART** 31M

INDEX NO. 659116/2024

MOTION DATE 11/17/2025

MOTION SEQ. NO. 007

PRANEET GILL,

Plaintiff,

\- v -

KORE.AI, INC.,RAJKUMAR KONERU

Defendant.

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 007) 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133

were read on this motion to/for STRIKE PLEADINGS.

Upon the foregoing documents, and following off-the-record oral argument, the joint motion by defendants Kore.ai, Inc. ("Kore") and Rajkumar Koneru ("Koneru") for an order, pursuant to CPLR 3024 and 3014, striking plaintiff' Second Amended Complaint, is granted.

Background

The Court presumes the reader's familiarity with the facts and procedural history of this case. Briefly, as is here relevant, plaintiff Praneet Gill ("Ms. Gill") was employed with Kore for nearly a decade; she asserted various claims against Koneru, Kore's CEO, related to her employment; the parties negotiated an agreement, entitled "Confidential Settlement Agreement and Release" ("the Agreement"), by which Ms. Gill's claims were resolved and settled; only Ms. Gill, Koneru, and Kore are parties to the Agreement, which contains a confidentiality provision. Ms. Gill alleges that Kore and Koneru breached the Agreement by refusing to pay the sums due thereunder (Kore) and failing to provide her with certain vested employment benefits (Koneru).

The Amended Complaint (NYSCEF Doc. No. 38) alleged a breach of the Agreement by Kore and Koneru. It also asserted claims of fraud, tortious interference with contract, violations of various statutes governing employment discrimination and harassment, and violation of the anti-SLAPP statute, against Kore and Koneru, as well as Kore's Board of Directors and its attorneys, and David Schreffler, another employee of Kore. By Decision and Order dated November 10, 2025 (NYSCEF Doc. No. 109, 110), this Court dismissed all of Ms. Gill's claims except her breach of contract and anticipatory breach of contract causes of action against Kore and Koneru only. To be clear, the Court dismissed all of the claims against the Board of Directors and attorneys, and Mr. Schreffler, respecting their alleged involvement in the underlying employment matter and alleged fraudulent conduct in bringing about Ms. Gill's alleged breach of the Agreement at an October 1, 2024 work dinner. The Court directed Ms. Gill to file and serve a Second Amended Complaint in accordance with the Decision and Order; namely, to amend the complaint to assert only two causes of action – one for breach of contract

and the other for anticipatory repudiation/breach – against only two parties – Kore and Korenu (NYSCEF Doc. No. 93, at 2).

Ms. Gill timely filed a Second Amended Complaint (NYSCEF Doc. No. 102). Kore and Koneru now move to strike this pleading upon the grounds that it contains scandalous and prejudicial allegations, and unnecessary and irrelevant material (*see* CPLR 3024[b] ["A party may move to strike any scandalous or prejudicial matter unnecessarily inserted in a pleading."]), and to compel Ms. Gill to separately state and number each paragraph of the complaint (CPLR 3014).

Discussion

The motion to strike is granted. The Second Amended Complaint contains many of the same allegations of wrongdoing against Kore and Korenu as asserted in the Amended Complaint which have been dismissed and which are prejudicial to Kore and Koneru – i.e. that Koneru, Kore, and its Board of Directors are engaged in a "deeply entrenched pattern of unlawful practices where egregious misconduct by Korenu is perpetrated by Kore and its Board of Directors" against female employees whose challenge to such misconduct is met with "calculated efforts. . . to expel and silence" them. These allegations relate to Ms. Gill's underlying employment claims which she resolved and waived in the Agreement – indeed, Ms. Gill admits that she "is ***not*** bringing any claims that [she] waived in the Settlement Agreement [her employment claims]. All of the claims asserted herein concern claims that arose after the effective date of the Settlement Agreement" (Second Amended Complaint ¶ 38; NYSCEF Doc. No. 102 at 8). Thus, the inclusion of the sharp allegations of egregious misconduct will serve only to prejudice the jury against Kore and Korenu and are wholly irrelevant to the breach of contract claims. As aptly explained by the Appellate Division, Second Department in addressing what may be properly stricken from a pleading under CPLR 3024(b):

> What qualifies as scandalous or prejudicial matter in a given complaint is sui generis. An allegation that a defendant has abused a spouse has no apparent relevance in an action brought solely for damages arising out of an arms-length breach of contract, but such an allegation has central relevance in a complaint seeking a divorce on the ground of cruel and inhuman treatment."] (*see* Domestic Relations Law § 170[1]). . . . The relevance and propriety of allegations must therefore be viewed in the context of the general facts necessary for giving the court and the parties notice of the transactions or occurrences at issue, for addressing the material elements of the asserted causes of action or defenses (*see* CPLR 3013), and for meeting any particularity requirements that might be additionally required under CPLR 3015 or 3016 or other authority [ellipsis inserted].

(*Pisula v Roman Cath. Archdiocese of New York*, 201 AD2d 88, 96-97 [2d Dept 2021]; *see also Soumayah v Minnelli*, 41 AD3d 390 [1st Dept 2007] ["reviewing a motion pursuant to CPLR 3024 (b) the inquiry is whether the purportedly scandalous or prejudicial allegations are relevant to a cause of action"]; *Ganieva v Black*, 216 AD3d 424, 425 [1st Dept 2023] ["The allegations at

issue, which employed rhetoric or detailed defendant's misconduct toward other women and his relationships with notorious third parties, were scandalous and prejudicial, and not necessary to establish any element of plaintiff's causes of action."]).

Similarly, Ms. Gill's allegations, peppered throughout the Second Amended Complaint (consisting of 30 pages and 118 paragraphs, many with sub-paragraphs), that Kore's Board of Directors and attorney, "wrongfully acted in concert together," "schemed" and engaged in an "evil plan" to trap Ms. Gill into breaching the Agreement, are also prejudicial and irrelevant. Kore's Board of Directors and attorney have been dismissed from this action, together with all of the fraud and tortious interference claims based upon the very same misfeasance type allegations asserted against them in the new pleading. Moreover, the alleged malicious conduct of Kore's Board of Directors, attorneys, and Mr. Schreffler directed to Ms. Gill have no probative value on her breach of contract claims and serve only to prejudice Kore and Korenu (*Pisula,* 201 AD2d at 101 [on a CPLR 3024(b) motion "courts will engage in a similar exercise of weighing the relevance of scandalous or prejudicial matter to the transactions or occurrences alleged and the material elements of the causes of action or defenses."]). Under this Court's November 10, 2025 Decision and Order, there should be no mention of Kore's Board of Directors, attorneys, or Mr. Schreffler in the Second Amended Complaint, yet there is.

To be clear, given the viability of Ms. Gill's breach of contract and anticipatory repudiation/breach claims, an allegation that Ms. Gill did not breach the Agreement on October 1, 2024, as claimed by Kore and Korenu, because the Agreement did not become effective until October 4, 2024, is totally appropriate. Indeed, even an allegation that Kore and Korenu wrongfully or maliciously sought to have Ms. Gill breach the Agreement on October 1, 2024 would be proper – unkind or even harsh allegations may be expected in a pleading (Patrick M. Connors, Practice Commentaries, NY CPLR 3024 [McKinney] ["From one point of view, everything a party puts into its pleading is intended to prejudice the other side. And in many a case the most pertinent and even indispensable allegations can qualify as scandalous. . . . Litigation is replete with the prejudicial and the scandalous, and those words in the CPLR 3024(b) criteria must thus be played down."]). The extensive rhetoric and reference to dismissed parties and claims contained in the Second Amended Complaint, however, is both prejudicial and irrelevant and now stricken.

The Second Amended Complaint suffers a few other, but large, defects, that are prejudicial but do not neatly fit within CPLR 3024 and the cases construing the statute. First, the provision addressing jurisdiction and venue (paragraphs 1 through 8) is incorrectly based upon Kore and Korenu's alleged "tortious acts"; this is a straightforward breach of contract action. Second, there should be no claim for punitive damages and attorney's fees on this breach of contract action, as asserted in the "WHEREFORE" clause. Third, and finally the pleading reads like a legal memorandum: it is replete with legal arguments, citations to cases, and analogies to laws other than those that govern the outcome here (*see e.g.* Second Amended Complaint ¶¶ 40 – 43, 55 - 58, 62 – 64, 83, and virtually every paragraph from 86 – 118). It is written in a style meant to convince the reader of both facts and law and goes well far afield of the pleadings requirements set forth in CPLR § 3013:

> Statements in a pleading shall be sufficiently particular to give the court and parties notice of the transactions, occurrences, or series of transactions or occurrences, intended to be proved and the material elements of each cause of action or defense.

Given this mandate, any complaint (indeed, any pleading) should easily provide the defendant (any answering party) with a clear basis to answer each specific allegation in the usual fashion: admit, deny, deny upon knowledge and information, or admit/deny and refer all questions of law to the Court. A complaint, like the Second Amended Complaint, which presents like a litigation brief does not lend itself to such approach and, actually, would be confusing to a jury. Indeed, given the amount of legal argument contained in the Second Amended Complaint, it could be read as an attempt to usurp the Court's role to provide the jury with the law applicable to Ms. Gill's claims. As noted by the Second Department in *Pisula* "[m]ost always, attorneys draft pleadings with an appropriate level of relevant factual averments and elemental detail, each tailored to the unique procedural needs of the case" (201 AD3d at 97). The Second Amended Complaint does not meet this standard and instead contains prejudicial and irrelevant matter, as well as unnecessary legal arguments. Less would certainly be more, at least in this case.

Finally, each of the paragraphs in the Second Amended Complaint should be, but are not, separately numbered to facilitate clear answer to each allegation (CPLR 3014 ["Every pleading shall consist of plain and concise statements in consecutively numbered paragraphs. Each paragraph shall contain, as far as practicable, a single allegation."]).

While CPLR 3024 motions are generally used to strike discrete portions of a pleading, it is appropriate in this matter to strike the entire Second Amended Complaint given the volume of factual allegations, many of which are prejudicial and irrelevant, mixed in with legal arguments, and the overall prolixity of each separate paragraph. This Court

> . . .should not be compelled to wade through a mass of verbiage and superfluous matter in order to pick out an allegation here and there, which, pieced together with other statements taken from another part of the complaint, will state a cause of action. The time of the court should not be taken in a prolonged study of a long, tiresome, tedious, prolix, involved and loosely drawn complaint in an effort to save it.

(*Barsella v City of New York*, 82 AD2d 747 [1st Dept 1981]).

Finally, counsel's request for sanctions in the form of attorney's fees incurred on this motion is denied; such request is not sought in the main motion and was asserted for the first time during off-the-record oral argument (*see Fed. Nat'l Mortg. Ass'n v NB 1168 Realty,* LLC, 234 AD3d 938, 939 [2d Dept 2025] [party may not assert on reply "new arguments in support of, or new grounds for the motion."]). Moreover, although the motion seeks "such other and further relief as the Court deems just and reasonable," the Court declines to award sanctions as a motion to correct pleadings under CPLR 3024 does not contain a provision expressly or implicitly permitting an award of attorney's fees, like that contained in the statute governing motions for

discovery sanctions (*see* CPLR § 3126 ["the court may make such orders. . .as are just"]; *Maxim, Inc v Feifer,* 161 AD3d 551, 554 [1st Dept 2018] ["A monetary sanction, including costs and counsel fees, may be imposed under the statutory language in CPLR 3126, which permits the court to "make such orders with regard to [a] failure or refusal [to disclose information which the court finds ought to have been disclosed] as *are just*"]).

Accordingly, it is hereby

ORDERED that the Second Amended Complaint is stricken in its entirety; and it is further

ORDERED that plaintiff shall file and serve a Third Amended Complaint in accordance with this Decision and Order, as well as the November 10, 2025 Decision and Order, on or before **March 2, 2026**; and it is further

ORDERED that the parties shall appear for a **Preliminary Conference on March 11, 2026 at 9:30 a.m.** Counsel are reminded of the Part 31 Rules, specifically those governing conferences and conference orders.

1/28/2026
DATE

KATHLEEN WATERMAN-MARSHALL, J.S.C.

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