

**Voices of Community Activists & Leaders,  
(Vocal-NY), Inc. v Brisa Bldrs. Corp.**

2026 NY Slip Op 31230(U)

March 26, 2026

Supreme Court, Kings County

Docket Number: Index No. 528865/2023

Judge: Reginald A. Boddie

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

At an IAS Commercial Part 12 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, located at 360 Adams Street, Borough of Brooklyn, City and State of New York on the 26<sup>th</sup> day of March 2026.

PRESENT:

Honorable Reginald A. Boddie  
Justice, Supreme Court

-----X  
VOICES OF COMMUNITY ACTIVISTS & LEADERS,  
(VOCAL-NY), INC.,

Plaintiff,

Index No. 528865/2023

-against-

Cal. No. 21-22 MS 3-4

BRISA BUILDERS CORP.,

**Decision and Order**

Defendant.  
-----X

The following e-filed papers read herein:

MS 3

NYSCEF Doc Nos.

69-89, 92-113, 138-144

MS 4

118-136, 145-164

Plaintiff’s motion for an order compelling discovery, preclusion, sanctions, and related relief, and defendant’s cross-motion to compel discovery and for preclusion, are decided as follows:

**Background**

This action arises out of an alleged construction dispute between plaintiff Voices of Community Activists & Leaders, Inc. (“Vocal”) and defendant Brisa Builders Corp. (“Brisa”) concerning Brisa’s demolition and construction work at plaintiff’s office located at 300 Douglass Street (the “Project”) under a construction agreement executed in April 2021 (the “Agreement”). Plaintiff alleges that Brisa, the general contractor, failed to meet the agreed-upon substantial

completion date, performed defective work, abandoned the Project, and failed to pay subcontractors, requiring Vocal to pay subcontractors directly and bear the cost of remedying Brisa's faulty work and addressing the resulting legal issues, including mechanic's liens and lawsuits.

By Preliminary Conference Order dated March 17, 2025 (NYSCEF Doc No. 33), the Court directed that all discovery demands be served by April 16, 2025, and responses be provided by May 16, 2025. By Conference Order dated May 20, 2025, the Court further directed that the "parties shall complete document production by July 11, 2025" (NYSCEF Doc No. 34).

*Discovery Disputes Concerning Defendant's Production*

By letter dated August 1, 2025 (NYSCEF Doc No. 35), plaintiff sought Court intervention, arguing that defendant's production was materially incomplete and failed to include agreed-upon categories of documents, including materials relating to Angel Lopez's ("Lopez") employment and termination, supervision of employees and subcontractors, project financial accounting, labor and staffing records, Brisa's financial condition, and documents from custodians Ericka Keller ("Keller") and Saira Doyle ("Doyle").

By letters dated August 1 and August 2, 2025 (NYSCEF Doc Nos. 36, 37), defendant responded that plaintiff had not made meaningful good-faith efforts to resolve the disputes, that plaintiff's assertions were speculative and overbroad, and that many of the requests lacked factual foundation or were better addressed through depositions. Defendant also asserted that plaintiff's own discovery responses were deficient, including as to damages, text messages, financial records, and media files.

By Conference Order dated August 5, 2025, the Court directed the parties to "provide all outstanding discovery by September 12, 2025" (NYSCEF Doc No. 38).

By letter dated September 18, 2025 (NYSCEF Doc Nos. 44-46), plaintiff argued that defendant failed to comply with the September 12 deadline and instead served amended objections to categories of documents it had previously agreed to produce, including materials concerning Lopez, supervision of employees and subcontractors, labor and project records, financial accounting, and documents from Keller and Doyle. Plaintiff contended that these materials were relevant, that further meet-and-confer efforts would be futile, and that Court intervention was required before depositions.

By Conference Order dated September 24, 2025 (NYSCEF Doc No. 49), the Court directed, in relevant part, that:

- “1) On or before October 1, 2025, Plaintiff shall identify the bates stamped documents that are applicable to the damages sought.
- 2) Defendant shall produce the following by October 7, 2025:
  - a) Search and produce Ericka Keller and Saira Doyle’s documents related to this matter. Provide a Jackson affidavit in the event no documents are produced.
  - b) Search and produce all documents that Brisa has related to Angel Lopez’s employment, whether employed with Brisa or another entity.
  - c) Search and produce Labor Reports or a Centralized Work Log for the Project. Update the documents produced, as necessary. Provide a Jackson affidavit in the event no additional documents are available.
  - d) Produce Brisa’s financial accounting for the Project”

By letter dated October 13, 2025 (NYSCEF Doc No. 53), plaintiff asserted that defendant again failed to comply with the September 24 Conference Order as Brisa did not produce relevant post-March 2021 Keller emails, any Doyle documents, adequate Lopez-related materials, labor reports or project logs, or complete financial records, and requested an emergency conference before depositions. By letter dated October 14, 2025 (NYSCEF Doc No. 54), defendant replied that it had fully complied, that responsive materials had been produced in each category, and that no *Jackson* affidavit obligation had been triggered where documents were in fact produced.

By Conference Order dated October 16, 2025, the Court further directed:

“Defendant shall produce the following by October 23, 2025, related to Plaintiff’s letter dated October 13, 2025:

Item I (a) [Search and produce Ericka Keller and Saira Doyle’s documents related to this matter. Provide a Jackson affidavit in the event no documents are produced:] search and produce additional documents and a Jackson affidavit

Item I (b) [Search and produce all documents that Brisa has related to Angel Lopez’s employment, whether employed with Brisa or another entity:] shall be explored at the deposition

Item I (c) [Search and produce Labor Reports or a Centralized Work Log for the Project. Update the documents produced, as necessary. Provide a Jackson affidavit in the event no additional documents are available:] search and provide or produce a Jackson affidavit

Item I (d) [Produce Brisa’s financial accounting for the Project:] No additional documents are required. Plaintiff shall state the new request related to same in writing” (NYSCEF Doc No. 55).

By letter dated October 31, 2025 (NYSCEF Doc Nos. 56-62), plaintiff asserted that defendant still had not produced any post-March 2021 custodial emails from Keller or any custodial data from Doyle, that the documents plainly existed, and that defendant’s *Jackson* affidavit was inadequate. Plaintiff requested an emergency hearing, immediate production, adjournment or reopening of depositions, and sanctions. Defendant responded on November 3, 2025 that it had fully complied through vendor-supervised searches and a proper *Jackson* affidavit. Defendant included in its letter a chart of 21 items, alleging that these 21 items “completely rebut [p]laintiff’s inexplicable allegations” (NYSCEF Doc Nos. 63). However, by letter dated November 4, 2025, plaintiff highlighted to the Court that most of the documents referenced by defendant did not appear to exist in the production and that the cited Bates numbers and descriptions did not match any produced documents (NYSCEF Doc Nos. 64-66). In response, by letter dated November 5, 2025, defendant argued that plaintiff’s accusations regarding missing or fabricated documents are “false and wholly unsupported by fact,” and stem from a “miscast” of metadata and document descriptions (NYSCEF Doc No. 67).

By Order dated November 5, 2025, the Court denied the relief sought in plaintiff’s October 31, 2025 letter, including an emergency hearing, postponement or reopening of depositions, and

sanctions, and instead directed that “[d]iscovery shall proceed as previously directed.” (NYSCEF Doc No. 68).

*Disputes Concerning Brisa’s August 1, 2025 Letters and Alleged False Citations*

By letter dated September 12, 2025, defendant advised the Court that it was withdrawing its two August 1, 2025 letters after plaintiff alleged that those letters contained fictitious citations, while maintaining that it “disagreed with [plaintiff’s] characterization” and leaving the cover letter on the record (NYSCEF Doc No. 40).

By letter dated September 18, 2025, plaintiff argued that defendant’s withdrawal was insufficient because it did not correct or address the twenty-six fabricated, misleading, or nonexistent legal citations in the withdrawn letters. Plaintiff contended that the conduct warranted sanctions and requested, among other relief, that the letters be removed from the docket. (NYSCEF Doc No. 42).

By another letter dated September 18, 2025, defendant argued that the issue was moot because the letters had already been withdrawn, that the Court had not relied on them, and that plaintiff’s sanctions request was untimely, inaccurate, and disproportionate (NYSCEF Doc No. 48).

*Discovery Disputes Concerning Plaintiff’s Production*

By letter dated September 17, 2025, defendant asserted that plaintiff failed to comply with an alleged Court directive to serve revised interrogatory responses specifying damages calculations and instead produced more than 18,000 pages of documents without identifying which materials supported its damages claims (NYSCEF Doc No. 41).

By letter dated September 18, 2025, plaintiff responded that the Court had not directed it to amend its interrogatories, that it had not refused to meet and confer, and that it had adequately

produced damages-related discovery, such that the scheduled depositions should proceed. (NYSCEF Doc No. 43).

By letter dated September 18, 2025, defendant replied that plaintiff continued to mischaracterize the record, had not meaningfully conferred, and had failed to provide adequate damages disclosures. (NYSCEF Doc No. 47).

*The Instant Motion*

Plaintiff now moves by order to show cause for an order compelling defendant to produce all outstanding discovery, including Keller and Doyle custodial materials, for a conditional order striking defendant's answer absent compliance, for preclusion of unproduced evidence, and for sanctions including attorneys' fees and costs. Plaintiff argues that defendant repeatedly violated court orders, submitted an inadequate *Jackson* affidavit, and made false submissions to the Court, including fictitious legal citations and fabricated references to produced documents.

Defendant cross-moves pursuant to CPLR 3124 and 3126 to compel plaintiff to produce documents relating to occupancy and notice, including certificates of occupancy, open-house and commencement-of-use materials, annual or regulatory reports, contractual notices, and communications concerning when occupancy occurred under the agreement, or alternatively to preclude plaintiff from offering evidence on those issues. Defendant argues that plaintiff's motion is repetitive of disputes already raised and denied, that defendant fully complied with discovery obligations, and that plaintiff has failed to produce documents central to its own claims.

In opposition to the cross-motion and in further support of its own motion, plaintiff argues that defendant still has not produced the ordered Keller and Doyle custodial email data, that the *Jackson* affidavit is inadequate, that the missing communications are central to the case, and that sanctions are warranted because defendant made knowingly false submissions to the Court.

Plaintiff further argues that the cross-motion is procedurally defective and seeks materials already produced, and that the relevant contractual issue is “substantial completion,” not mere occupancy.

In reply, defendant argues that plaintiff still has not addressed its own discovery deficiencies concerning occupancy, notice, and the basis for its liquidated damages claim, and that the Keller and Doyle emails plaintiff claims were missing were in fact previously produced and are largely immaterial. Defendant further contends that the alleged Bates-chart errors were at most nonprejudicial mistakes, not sanctionable misconduct, and therefore plaintiff’s motion should be denied and the cross-motion granted.

In sur-reply, plaintiff argues that defendant’s latest submission confirms, rather than defeats, plaintiff’s position because the metadata from defendant’s own production shows no documents produced with Doyle as custodian and Keller custodial emails limited to January through March 2021. Plaintiff further contends that some documents supposedly attributed to Keller were not actually from her email account and that this demonstrates defendant never complied with the Court’s orders to search and produce the Keller and Doyle custodial email data.

### Discussion

#### Plaintiff’s Motion to Compel Discovery

CPLR 3101 requires “full disclosure of all matter material and necessary in the prosecution or defense of an action.” “It is incumbent on the party seeking disclosure to demonstrate that the method of discovery sought will result in the disclosure of relevant evidence or is reasonably calculated to lead to the discovery of information bearing on the claims” (*Wadolowski v Cohen*, 99 AD3d 793, 794 [2d Dept 2012] [citations omitted]). “The supervision of discovery, and the setting of reasonable terms and conditions for disclosure, are matters within the sound discretion of the trial court” (*id.*).

Here, plaintiff seeks to compel production of custodial email data and related electronically stored information from defendant's principal, Keller, and former employee, Doyle. The record demonstrates that Keller executed the parties' Agreement, oversaw project finances and subcontractor payments, and served as the primary point of contact once disputes arose. Similarly, Doyle was involved in subcontractor management, payment issues, and was identified as being central to this dispute in defendant's initial disclosures. Communications from these custodians therefore bear directly on the core issues in this breach of contract action. As such, the requested discovery is indeed "material and necessary."

In its cross-motion, defendant asserts that "[p]laintiff has repeatedly raised generalized strategic complaints about Brisa's document production without identifying a single specific document that Brisa purportedly failed to produce or any details to substantiate a claim of prejudice" (NYSCEF Doc No. 118 at 5), and that plaintiff's motion "identifies no violated discovery order, no specific missing document, and no explanation for how the discovery it seeks bears on a straightforward breach-of-contract claim" (NYSCEF Doc No. 118 at 2). Such contention is belied by the record. Plaintiff has unambiguously identified specific Court orders that were allegedly violated, most notably the September 24, 2025 and October 16, 2025 Conference Orders specifically directing defendant to search for and produce documents from Keller and Doyle. Plaintiff has repeatedly articulated the deficiencies in defendant's compliance with those directives. Plaintiff has also identified concrete prejudice resulting from such noncompliance, including that it "had to proceed with depositions of two of Brisa's witnesses without complete document productions by Brisa" (NYSCEF Doc No. 71 at 2). Accordingly, defendant's conclusive assertion that plaintiff has not identified "a single specific document" or "any details to substantiate a claim of prejudice" lacks merit.

Defendant's contention that plaintiff's position is "a theory built entirely on speculation" that additional documents "should exist" is likewise contradicted by the record (NYSCEF Doc No. 118 at 17-18). Rather, plaintiff's arguments are grounded in inconsistencies within defendant's own production and representations. For example, plaintiff has identified communications in its own possession involving Keller that were not produced by defendant, suggesting that defendant's search and production was incomplete or inadequate. Plaintiff also represented at oral argument that, during Keller's deposition, Keller acknowledged that certain emails shown to her "should have been" included in Brisa's production. Although the deposition transcript is not presently before the Court, defendant did not meaningfully address this representation.

Further, the sufficiency of Keller's *Jackson* affidavit is called into question by the record. In that affidavit, Keller represents that defendant, through a third-party vendor, collected and searched "the email data of the relevant custodians, namely Ericka Keller and Saira Doyle," encompassing "all active and archived email content associated with their Brisa Builders Corp. email accounts," for "the period January 2021 through December 2023" (NYSCEF Doc No. 123). However, plaintiff points to evidence that appears inconsistent with those representations, including that (i) only 287 documents are attributed to Keller, (ii) the majority of those documents predate April 2021, before the Agreement at issue was executed, and (iii) no documents appear to have been produced from Doyle's custodial data, contrary to defendant's representation and the Court's orders.

Plaintiff further highlights to the Court that there only appears to be ten documents that could have originated from Keller's email files after March 2021, and even those documents appear to be photocopies of printed emails rather than materials collected through a custodial email search. Plaintiff contends, and the record supports, that these cannot represent the full universe of responsive communications, particularly where plaintiff itself has produced additional emails

involving Keller that were not produced by defendant. This discrepancy further undermines defendant's representation that it conducted a complete search of Keller's and Doyle's email data in compliance with the Court's prior orders.

As to defendant's argument that plaintiff failed to engage in a meet-and-confer prior to filing the instant motion, such contention is not supported by the record. To the contrary, plaintiff has submitted email correspondence demonstrating that it reached out to defendant's counsel multiple times regarding the alleged deficiencies in defendant's discovery production and specifically proposed to meet and confer, while defendant did not respond to those communications.

Additionally, defendant repeatedly argues that plaintiff's relief sought herein was previously denied by the Court in its November 5, 2025 Order, rendering the instant motion duplicative and without merit. However, the November 5, 2025 Order, issued in response to a letter application from plaintiff, simply provided: "Denied. Discovery shall proceed as previously directed" (NYSCEF Doc No. 68). That determination reflects the limited procedural posture of a letter application, through which the drastic relief requested therein, such as striking a pleading or imposing sanctions, is not properly sought. The present application, brought by formal motion, places those issues squarely before the Court for determination on a proper record.

Under these circumstances, and in light of the Court's prior orders, defendant shall, within fourteen (14) days of entry of this Decision and Order, produce all outstanding responsive documents, including all emails and attachments from Keller's custodial data for the period beginning April 2021, and all responsive documents from Doyle's custodial data. In the event that defendant fails to provide a complete production, defendant shall serve a detailed and sufficient supplemental *Jackson* affidavit explaining, with specificity, the scope of the searches conducted and the basis for any claimed absence of responsive documents.

*Preclusion Order Pursuant to CPLR 3126*

Pursuant to CPLR 3126, “[w]hen a party fails to comply with a court order and frustrates the disclosure scheme set forth in the CPLR, it is within the court’s discretion to strike the pleadings or parts thereof as a sanction against such party” (*Stone v Zinoukhova*, 119 AD3d 928, 929 [2d Dept 2014] [citations and internal quotation marks omitted]). “However, public policy favors the resolution of cases on the merits” (*id.*). “Accordingly, the drastic remedy of striking a pleading pursuant to CPLR 3126 should not be imposed unless the failure to comply with discovery demands or orders is clearly willful and contumacious” (*id.*). “Willful and contumacious conduct may be inferred from a party’s repeated failure to comply with court-ordered discovery, coupled with inadequate explanations for the failures to comply or a failure to comply ... with court-ordered discovery over an extended period of time” (*id.*).

Here, the record reflects more than an isolated or technical deficiency. Defendant has been subject to multiple discovery orders by this Court, including the September 24, 2025 Conference Order directing it to “[s]earch and produce Ericka Keller and Saira Doyle’s documents related to this matter,” and the October 16, 2025 Conference Order again directing defendant to “search and produce additional documents and a *Jackson* affidavit” concerning those custodians.

Defendant argues that the Court’s orders required only the production of “documents,” not custodial metadata or any particular search methodology. That argument is unpersuasive. Here, defendant’s own production and the accompanying metadata raise substantial questions as to whether any meaningful search of Doyle’s custodial data was conducted, and whether Keller’s email data was searched beyond a limited pre-April 2021 period. These deficiencies are not adequately explained. To the contrary, they appear inconsistent with the representations set forth in Keller’s *Jackson* affidavit, which states that a comprehensive search of both custodians’ email data was performed over a multi-year period.

Defendant's continued reliance on generalized assertions of compliance, without reconciling these discrepancies or providing a sufficient account of its search efforts, supports an inference of willfulness. While the Court is mindful that striking a pleading is a drastic remedy, the pattern reflected in this record, the multiple court orders followed by incomplete production and insufficient explanation, warrants the imposition of conditional relief to ensure compliance.

Accordingly, the branch of plaintiff's motion for relief pursuant to CPLR 3126 is granted to the extent that defendant's answer shall be conditionally stricken unless, within fourteen (14) days of entry of this Decision and Order, defendant fully complies with this Court's discovery directives detailed above.

*Sanctions Under 22 NYCRR 130-1.1*

Pursuant to 22 NYCRR 130-1.1(a), "[t]he court, in its discretion, may award to any party or attorney in any civil action or proceeding before the court, except where prohibited by law, costs in the form of reimbursement for actual expenses reasonably incurred and reasonable attorney's fees, resulting from frivolous conduct as defined in this Part." 22 NYCRR 130-1.1(e) further provides that a "conduct is frivolous if ... it asserts material factual statements that are false" or "it is completely without merit in law and cannot be supported by a reasonable argument for an extension, modification or reversal of existing law."

Here, plaintiff seeks sanctions based on two categories of alleged misconduct: (i) defendant's prior submission containing twenty-six fabricated or inaccurate legal citations in its August 1, 2025 letters (NYSCEF Doc Nos. 36, 37), and (ii) defendant's November 3, 2025 submission concerning its document production, including a chart identifying fabricated documents purportedly produced (NYSCEF Doc No. 63).

With respect to the August 1, 2025 submissions, the Court notes that defendant withdrew the challenged letters after plaintiff raised its concerns. In the absence of any showing that the

Court relied upon those submissions in resolving any issue, the request for sanctions on that basis is denied.

As to defendant's letter dated November 3, 2025, defendant presented a chart identifying twenty-one documents purportedly produced in discovery and represented that such production "completely rebut [p]laintiff's inexplicable allegations", as well as "spans the entire project timeline and makes [p]laintiff's assertions demonstrably false" (NYSCEF Doc No. 63 at 2-3). However, plaintiff subsequently demonstrated that most of the documents referenced in that chart could not be located in defendant's production and, in its November 4, 2025 letter, asserted that "many of the documents claimed in Brisa's letter do not exist at all" (NYSCEF Doc No. 64). Plaintiff highlighted to the Court that defendant ceased work on the project by September 2022, if not earlier, making it difficult to reconcile the existence of documents listed in defendant's chart bearing significantly later dates, including a "Schedule extension acknowledgement" dated October 24, 2022, a "Final inspection checklist" dated December 2, 2022, a "Certificate of completion" dated May 19, 2023, and a "Final retention release" dated September 29, 2023. (*see id.*).

Defendant has not meaningfully reconciled these discrepancies. Instead, defendant has characterized the issue as a "technical data-mapping error," an "unintentional clerical oversight that caused no prejudice to the [p]laintiff and had no impact on the Court's ultimate determination," (NYSCEF Doc No. 134 at 20) and, at oral argument, something "lost in translation," without providing a clear, specific, or substantiated explanation. Nor has defendant withdrawn or corrected the challenged chart, despite plaintiff's repeated requests.

Under these circumstances, the Court finds that defendant's submission of a chart purporting to identify produced documents which, on this record, contains materially inaccurate or unverifiable representations, and defendant's repeated failure to correct or adequately explain

those inaccuracies after they were brought to its attention, constitutes frivolous conduct within the meaning of 22 NYCRR 130-1.1. Such conduct unnecessarily prolonged the parties' discovery disputes and motion practice, including precipitating the instant motion.

Accordingly, the branch of plaintiff's motion seeking sanctions is granted to the extent that defendant shall, within thirty (30) days of entry of this Decision and Order, reimburse plaintiff for its reasonable attorneys' fees and costs incurred in connection with (i) plaintiff's November 4, 2025 letter addressing the deficiencies in defendant's document representations, and (ii) the instant motion practice to compel discovery, including plaintiff's moving papers, opposition to defendant's cross-motion, sur-reply, and oral argument.

*Defendant's Cross-Motion to Compel Discovery*

Regarding defendant's cross-motion alleging plaintiff's discovery failures, plaintiff alleges, defendant does not meaningfully dispute, and the record demonstrates, that defendant failed to meet and confer, failed to serve any deficiency letter identifying the specific documents it now seeks, and failed to raise these alleged deficiencies during the numerous discovery conferences held before the Court. This is particularly notable given the extensive discovery correspondence between the parties and before the Court.

Further, plaintiff asserts, and the record reflects, that the specific categories of documents now sought in defendant's cross-motion were not previously demanded with any specificity during discovery. Defendant contends that it served pre-deposition demands "expressly sought" (NYSCEF Doc No. 161 at 6) such materials and that "Brisa specifically demanded documents concerning occupancy; commencement of use; open houses; regulatory approvals; annual and financial reports; statements of net worth; and all notices allegedly provided under the contract (NYSCEF Doc No. 118 at 23)." However, the demands cited by defendant (Nos. 42, 45, 46, and 48 of its April 16, 2025 document requests) are general in nature and do not specifically request

documents concerning occupancy or the related categories now identified. Rather, they broadly seek documents relating to plaintiff's allegations, damages, or trial evidence, which are insufficient to place plaintiff on notice of the specific materials now sought:

“42. Copies of any documents concerning or relating to the allegations in Plaintiff's Complaint alleging damages.

45. Any and all Documents which relate to or on which Plaintiff's will rely to establish any of the allegations in the Complaint.

46. Any and all Documents which Plaintiff's will rely on at trial as exhibits or for any other purpose.

48. All documents concerning or relating to Plaintiff's "Financials" contained on page 17 of its 2022 Annual Report" (NYSCEF Doc No. 129).

In light of defendant's failure to make specific and timely discovery demands, engage in a meaningful meet-and-confer process, or raise these issues prior to the filing of its cross-motion, the Court declines to grant the relief sought.

#### Conclusion

Based on the foregoing, defendant's cross-motion is denied in its entirety. Plaintiff's motion is granted in part as indicated below. It is further

ORDERED that within fourteen (14) days of entry of this Decision and Order, defendant shall produce all outstanding responsive documents as set forth above; it is further

ORDERED that in the event defendant fails to provide a complete production, defendant shall serve a detailed and sufficient supplemental *Jackson* affidavit explaining, with specificity, the scope of the searches conducted and the basis for any claimed absence of responsive documents; and it is further

ORDERED that defendant's answer shall be conditionally stricken unless, within fourteen (14) days of entry of this Decision and Order, defendant fully complies with the discovery directives set forth herein; and it is further

ORDERED that within ten (10) days of entry of this Decision and Order, plaintiff shall serve upon defendant contemporaneous billing records and an itemized statement of attorneys' fees and costs incurred in connection with (i) plaintiff's November 4, 2025 letter addressing deficiencies in defendant's document representations, and (ii) the instant motion practice, including the motion, opposition to the cross-motion, sur-reply, and oral argument; and it is further

ORDERED that, within thirty (30) days of entry of this Decision and Order, plaintiff shall file either (i) a letter confirming receipt of payment from defendant, or (ii) in the event the parties are unable to resolve payment, a Proposed Judgment together with the supporting billing records; and it is further

ORDERED that the parties shall be prepared to propose at the upcoming compliance conference on April 21, 2026, the date for the continued deposition of defendant's corporate representative; and it is further

ORDERED that the note of issue deadline is further extended to July 30, 2026; and it is further

ORDERED that no party shall file any further discovery-related motions without prior leave of the Court; and it is further

ORDERED that, the County Clerk is hereby directed to mark NYSCEF Doc No. 63 stricken, so as to reflect that the document contains representations not credited by the Court.

Any arguments not expressly addressed herein were considered and deemed to be without merit or unnecessary to address given the court's determination.

ENTER:



Honorable Reginald A. Boddie  
Justice, Supreme Court

16

HON. REGINALD A. BODDIE  
J.S.C.