

County Agency Inc. v Match One Staffing LLC

2026 NY Slip Op 31256(U)

March 26, 2026

Supreme Court, Kings County

Docket Number: Index No. 506255/2024

Judge: Reginald A. Boddie

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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 26th day of March 2026.

PRESENT:
Honorable Reginald A. Boddie
Justice, Supreme Court

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COUNTY AGENCY INC.,

Plaintiff,

Index No. 506255/2024

-against-

Cal. No. 4 MS 3

MATCH ONE STAFFING LLC,

Decision and Order

Defendant.

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The following e-filed papers read herein:

NYSCEF Doc Nos.

MS 3

65-82

Upon the foregoing papers, plaintiff’s motion seeking an order pursuant to CPLR 3126 striking defendant’s answer, granting it judgment on the complaint, and awarding plaintiff its legal fees and costs is decided as follows:

According to plaintiff, defendant’s answer should be stricken because: (i) defendant’s witness, Gregg Seidner (“Seidner”), swore in his *Jackson* affirmation that he conducted a diligent search for outstanding discovery, but subsequently conceded, at his deposition, that he did not search anywhere other than in his emails; (ii) Seidner swore both in his *Jackson* affirmation and his interrogatory responses that he is the “Managing Member” of defendant, yet in his subsequent deposition testimony he repeatedly stated that he had nothing to do with defendant and that he is

not the managing member; and (iii) Seidner conceded, at his deposition, that although he maintained QuickBooks files, paper files, and that the accountant would likely have documents, he did not search in any of those places and stated that paper documents were destroyed. It is plaintiff's position that Seidner deliberately lied during the deposition by stating that he is NOT the managing member of Match One Staffing, LLC and that he has nothing to do with the company. Further, that it is evident that Seidner never conducted a good faith diligent search for records and even destroyed relevant documents. Based on the foregoing, plaintiff seeks an order striking defendant's answer.

In opposition, defendant contends that despite plaintiff being aware that defendant Match One Staffing, LLC ("Match One" or defendant) and Advanced Staffing LLC ("Advanced Staffing") are different legal entities with the latter having bought the assets of Match One in March 2008, plaintiff chose not to name Advanced Staffing as a party or seek any discovery documents concerning Advanced Staffing. In his affirmation, Seidner states:

"I reaffirm that I conducted a diligent search for all documents responsive to the Plaintiff's Discovery Requests. There are no such files other than as may have been and were retrieved from and in historic emails. Paper files pertaining to Match One Staffing LLC, including but not limited to Advanced Staffing's acquisition of its assets in 2008 were disposed of through no wrongdoing whatsoever likely more than 10 years ago. That is the reason I truthfully stated on deposition that I did not search for responsive documents other than in my email files" (Seidner Aff. ¶ 14).

Defendant further explains that Match One is defunct, as it has not done business as an ongoing entity since 2008, when Advanced Staffing acquired its assets. Although Seidner is not formally the Managing Member of Match One, defendant explains that Seidner has appeared in this action and identified himself as Managing Member because he believes it is proper to do so.

Because plaintiff has never requested documents from Advanced Staffing, defendant argues that plaintiff cannot complain about its failure to produce Advanced Staffing documents.

In reply, plaintiff contends that defendant fails to reconcile the contradiction between Seidner's *Jackson* affirmation and his subsequent deposition testimony. Specifically, that Seidner swore in his *Jackson* affirmation that he had searched in all likely repositories, including electronic and hard-copy files and no responsive records were destroyed, yet he later testified that he searched his email only, he did not search QuickBooks or request records from the accountant, and paper records were destroyed without being scanned. Plaintiff also contends that defendant sets forth a new, confusing narrative involving a nonparty, Advanced Staffing, to divert the court's attention, but which fails to cure the inconsistencies before the court.

Discussion

"Pursuant to CPLR 3126, a court may impose discovery sanctions, including the striking of a pleading, where a party refuses to obey an order for disclosure or wilfully fails to disclose information which the court finds ought to have been disclosed" (*255 Butler Assoc., LLC v 255 Butler, LLC*, 208 AD3d 831, 833 [2d Dept 2022] [external citations and internal quotation marks omitted]). "Resolution of discovery disputes and the nature and degree of the penalty to be imposed pursuant to CPLR 3126 are matters within the sound discretion of the motion court" (*id.* [citations omitted]).

"Before imposing the "drastic" remedy of striking a pleading, there must be a clear showing that a party's failure to comply with discovery is willful and contumacious" (*id.* at 834 [citations omitted]). "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” (*Amos v Southampton Hosp.*, 198 AD3d 947, 948 [2d Dept 2021] [citations omitted]).

Here, it is unclear whether Seidner is deliberately being evasive or whether Seidner is distinguishing Match One from Advanced Staffing in good faith. Unless the parties’ relationship commenced before 2008,¹ the court fails to comprehend what bearing the acquisition of Match One’s assets by Advanced Staffing has for this legal dispute. If the parties’ relationship commenced after 2008, the court fails to comprehend why Advanced Staffing would conduct business under the name of a defunct entity. It is also unclear why plaintiff is deliberately ignoring Advanced Staffing for discovery purposes given Seidner’s explicit representations.

In any event, based on the record before the court, the striking of defendant’s answer is not warranted. Plaintiff fails to dispute that the physical files destroyed by defendant occurred in 2008 or soon thereafter, well before the commencement of this litigation in 2024. Thus, the motion is denied. Plaintiff shall provide defendant with a list of defendant’s discovery deficiencies, including specific searches and repositories plaintiff wishes defendant to conduct, within 20 days of entry of this decision. Defendant shall conduct the searches on behalf of both Match One and Advanced Staffing and provide such responses to plaintiff within 30 days thereafter.

The virtual compliance conference currently scheduled for April 29th is hereby adjourned to May 28, 2026, at 9:30 AM.

ENTER:



Honorable Reginald A. Boddie
Justice, Supreme Court

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

¹ The complaint fails to indicate when the parties entered into the agreement that is the subject of this action.