Girouard v Massie
2026 NY Slip Op 31542(U)
April 10, 2026
Supreme Court, New York County
Docket Number: Index No. 659872/2024
Judge: Joel M. Cohen
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 03M

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RICHARD GIROUARD,

Plaintiff,

- v -

RONALD E. MASSIE, JOHN D. MASSIE, WILLIAM E. MASSIE, JOHN MASSIE, OFFICE SERVICES OF NEW YORK, INC.,380 LENOX AVENUE LLC,1420 YORK AVENUE LLC, BATTERY 17 PARKING LLC,301-63 GARAGE LLC,33 WEST 56TH LLC, BOOTSIVILLE, INC., CITI PARKING, INC., CITIPARKING 77TH LLC, LENOX PARKING GARAGE LLC, CITIPARKING MANGEMENT, INC., CITIPARKING SERVICES LLC

Defendants.

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INDEX NO. 659872/2024

MOTION DATE 07/14/2025, 07/14/2025

MOTION SEQ. NO. 002 003

DECISION + ORDER ON MOTION

HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 002) 28, 29, 30, 31, 32, 33, 34, 43, 44

were read on this motion to DISMISS.

The following e-filed documents, listed by NYSCEF document number (Motion 003) 35, 36, 37, 38, 39, 40, 42

were read on this motion to DISMISS.

Defendants Ronald E. Massie ("Ronald") and related entities ("Massie Entities") move pursuant to CPLR 3211 to dismiss the Amended Complaint. Defendants William E. Massie and John D. Massie (who is also sued in his purported capacity as Trustee of the Massie Family Trust) (together, the "Massie Sons"), separately move for dismissal. Plaintiff Richard Girouard ("Girouard") opposes the motions. For the reasons set forth below, Ronald and the Massie Entities' motion (Mot. Seq. 003) is granted in part, the Massie Sons' motion (Mot. Seq. 002) is

granted in full. The Amended Complaint is sustained only as to the breach of contract and unjust enrichment claims against Ronald, and is otherwise dismissed.[1]

BACKGROUND

I. Factual Background

This action arises from a series of financial transactions between Girouard and defendant Ronald E. Massie ("Ronald") spanning approximately three years. Girouard alleges that, between August 2014 and June 2017, he made more than twenty advances at Ronald's request, which he characterizes as demand loans made to Ronald and the "Massie Family" to fund personal expenses and business ventures, including parking garage operations and related investments (NYSCEF 19 [Amended Complaint] ¶¶ 41–138, 194). According to the Amended Complaint, those advances were made pursuant to an oral arrangement under which each advance would constitute a separate demand loan, generally bearing 10% annual compounded interest and, in some instances, a share of profits from the underlying venture (*id*. ¶¶ 38-40).

Among other things, Girouard alleges that in March 2015, he advanced $30,000 in connection with a waterfront property investment, with repayment terms including interest and a share of profits (*id*. ¶¶ 61–63), and that in June 2015, he advanced $75,000 in connection with a telecommunications venture, again with terms including repayment and share of profits (*id*. ¶¶ 65–66). Girouard alleges that he made additional advances throughout 2016 and 2017, including

[1] According to Ronald Massie's affirmation, three of the named entity defendants—York Parking, LLC (s/h/a 1420 York Avenue, LLC), Parking 56 LLC (s/h/a 33 West 56th LLC), and Battery 17 Parking LLC—have filed for bankruptcy (NYSCEF 36, Massie Aff ¶ 28; NYSCEF 39). No formal notice of bankruptcy has been filed on the docket, however. To the extent those entities are in fact in bankruptcy proceedings, the automatic stay imposed by 11 U.S.C. § 362 likely would bar continuation of this action against them. However, because all claims against the Massie Entities are dismissed on the merits, that question is moot.

multiple transactions in December 2016 relating to a venture known as Palladium Partners (*id*. ¶¶ 110–117). The pleading also alleges substantial advances relating to parking-garage businesses, including transactions involving the 77th Street, 380 Lenox Avenue, and 1420 York Avenue garages (*id*. ¶¶ 69-82, 95-109, 118-128).

Girouard alleges that these advances were repayable on demand and that Ronald repeatedly assured him that repayment would be made, while discouraging him from making a formal demand and representing that the underlying ventures remained financially sound (*id*. ¶¶ 194–196). Girouard further alleges that he later learned that certain representations concerning the use of funds were false and that funds were diverted or misused (*id*. ¶¶ 189–193). He alleges that he demanded repayment in June 2024, and that Ronald, acting on behalf of the Massie Family, refused repayment (*id*. ¶¶ 45, 54, 59, 64, 67, 81, 87, 93, 109, 116, 121, 128, 132, 137).

The Amended Complaint names as defendants Ronald, his sons John and William, and several of the Massie Entities (*id*. ¶¶ 1–17). Girouard claims that the Massie Entities were used to funnel the funds he advanced for unauthorized purposes (*id*. ¶¶ 35-36, 147-184). Girouard alleges that the Massie Sons (together with their father Ronald) held controlling interests in the Massie Entities and were aware of and benefited from the transactions at issue in this litigation (*id*. ¶¶ 18, 197–198).[2]

[2] In his affirmation, Ronald asserts that there were no loan agreements and that, instead, he and Girouard operated under an informal business arrangement in which Girouard contributed capital and shared in distributions (NYSCEF 36, Massie Aff ¶¶ 22-23). He further avers that funds moved among the Massie Entities in the ordinary course of business, that his sons did not control or meaningfully work for those entities, and that they were not involved in moving funds (*id*. ¶¶ 18, 27). At this stage, however, the Court accepts Girouard's allegations as true.

II. Procedural Background

Girouard commenced this action on December 27, 2024 (NYSCEF 1). On April 11, 2025, all defendants jointly moved to dismiss the original Complaint (NYSCEF 7). Rather than oppose that motion, Girouard filed an Amended Complaint on May 27, 2025 (NYSCEF 19). Thereafter, on July 14, 2025, Ronald and the Massie Entities moved to dismiss the Amended Complaint (NYSCEF 35), and the Massie Sons separately moved for the same relief (NYSCEF 28).

DISCUSSION

On a motion to dismiss pursuant to CPLR 3211(a)(7) for failure to state a viable claim, the court must "accept the facts as alleged in the complaint as true, accord plaintiffs the benefit of every possible favorable inference, and determine only whether the facts as alleged fit within any cognizable legal theory" (*Leon v Martinez*, 84 NY2d 83, 87 [1994]). A motion to dismiss pursuant to CPLR 3211(a)(1) should be "granted only where the documentary evidence utterly refutes plaintiff's factual allegations, conclusively establishing a defense as a matter of law" (*Goshen v Mut. Life Ins. Co. of New York*, 98 NY2d 314, 326 [2002]).

The Amended Complaint asserts causes of action for breach of contract, voidable transfer, breach of fiduciary duty, fraud, constructive fraud, unjust enrichment, conversion, and veil piercing. The Court addresses each cause of action in turn.

I. The First Cause of Action for Breach of Contract

To plead a claim for breach of contract, a plaintiff must allege "the existence of a contract, the plaintiff's performance thereunder, the defendant's breach thereof, and resulting damages" (*Harris v Seward Park Hous. Corp.*, 79 AD3d 425, 426 [1st Dept 2010]).

Here, Girouard alleges that, at Ronald's request, he made a series of advances between 2014 and 2017 that were structured as demand loans with specified interest rates, and that Ronald refused to repay him after Girouard demanded repayment in June 2024 (NYSCEF 19 ¶¶ 38–40, 41–138). Accepting those allegations as true, Girouard has sufficiently alleged the existence of oral loan agreements and Ronald's failure to perform under those agreements. Ronald's contention that the advances were capital contributions rather than loans raises a factual dispute that cannot be resolved at the pleading stage. Accordingly, the claim against Ronald survives the motion to dismiss, though of course it may be subject to other defenses.

The claim does not survive, however, as against the Massie Sons. "To create a binding contract, there must be a manifestation of mutual assent sufficiently definite to assure that the parties are truly in agreement with respect to all material terms" (*Matter of Express Indus. & Term. Corp. v New York State Dept. of Transp.*, 93 NY2d 584, 589 [1999]). Although Girouard alleges that Ronald said his family would repay the advances, he does not allege that either of the Massie Sons assented to any particular loan transaction or personally undertook repayment obligations (Amended Complaint ¶ 40; *Fowler v Am. Lawyer Media, Inc.*, 306 AD2d 113, 113 [1st Dept 2003] ["[V]ague and conclusory allegations are insufficient to sustain a breach of contract cause of action."]).

Moreover, to the extent Girouard seeks to hold the Massie Sons liable as guarantors of their father's obligations, the Amended Complaint does not point to a signed writing sufficient to satisfy the Statute of Frauds (General Obligations Law § 5-701 [a][2] [requiring that "a special promise to answer for the debt, default or miscarriage of another person" to be "in writing and subscribed by the party to be charged therewith."]).

In addition, Girouard's argument that Ronald acted as the sons' agent in entering the alleged loan agreements is unavailing. Although agency may sometimes be inferred from circumstantial evidence (*see Greene v Hellman*, 51 NY2d 197, 204 [1980]), the Amended Complaint does not contain allegations of words or conduct by the Massie Sons conferring authority on Ronald to bind them to the alleged loans, or any manifestation by either son that could reasonably have led Girouard to believe Ronald had such authority (*Ford v Unity Hosp.*, 32 NY2d 464, 472 [1973] [The apparent authority for which the principal may be held liable must be traceable to him; it cannot be established by the unauthorized acts, representations or conduct of the agent."]). The claim therefore fails as against the Massie sons.

The claim likewise fails as against the Massie Entities. "Liability for breach of contract does not lie absent proof of a contractual relationship or privity between the parties" (*Hamlet at Willow Cr. Dev. Co., LLC v Northeast Land Dev. Corp.*, 64 AD3d 85, 104 [2d Dept 2009]; *Freeford Ltd. v Pendleton*, 53 AD3d 32, 38 [1st Dept 2008]). The Amended Complaint does not allege that any of the Massie Entities was a party to a loan agreement with Girouard or that any of them independently assumed a repayment obligation. Allegations that the loan proceeds were used for the Massie Entities' expenses or operations do not, without more, establish privity. The breach of contract claim is therefore dismissed as against the Massie Entities.

Accordingly, the first cause of action is dismissed as against the Massie Sons and the Massie Entities but is sustained (on the basis of the pleaded allegations, accepted as true) as against Ronald.

II. The Second and Third Causes of Action for Voidable Transfer Against Ronald, the Massie Sons, and the Massie Family Trust

Girouard's second and third causes of action are brought under Debtor and Creditor Law. Under that statute, a transfer is voidable if made with "actual intent to hinder, delay or defraud any creditor of the debtor" (DCL § 273[a][1]). A transfer may also be voidable on a constructive-fraud theory, without proof of actual intent, if it is made by the debtor "without receiving a reasonably equivalent value in exchange for the transfer" where the debtor (i) was left with "unreasonably small capital; (ii) believed or reasonably should have believed that the debtor would incur debts beyond the debtor's ability to pay as they became due; (iii) was insolvent or rendered insolvent as a result of the transfer; or (iv) made the transfer to an insider for an antecedent debt while insolvent, and the insider had reasonable cause to believe that the debtor was insolvent (DCL §§ 273[a][2][i]-[ii], 274[a]-[b]).

Girouard's voidable transfer claims are not adequately pleaded. He alleges broadly that Ronald moved funds among affiliated Massie Entities, concealed assets, and undercapitalized the entities to frustrate repayment (Amended Complaint ¶¶ 147-173). As to actual fraud, the claim must be pleaded with particularity pursuant to CPLR 3016(b), and a conclusory allegation that defendants moved assets to hinder a creditor is insufficient (*Bd. of Managers of the 165 E. 62nd St. Condominium v Churchill E 62nd LLC*, 2023 N.Y. Slip Op. 31828[U], *12 [N.Y. Sup Ct, New York County 2023]). Here, Girouard alleges in general terms that Ronald and the Massie Sons transferred loan proceeds among affiliated entities and to insiders, but he does not identify any specific transfer by date, amount, transferor, or transferee. He also alleges no facts that would support a reasonable inference that any such alleged transfer was made with actual intent to hinder, delay, or defraud him. The claim therefore fails.

The claims based on constructive-fraud theories fail as well. While such claims "are not subject to the particularity requirement of CPLR 3016" (*Bd. of Managers of the 165 E. 62nd St. Condominium*, 2023 N.Y. Slip Op. 31828[U] at *13), "'speculative and conclusory allegations' do not state a claim for constructive fraud" (*Eagle Eye Collection Corp. v Shariff*, 190 AD3d 600, 601 [1st Dept 2021]). Girouard fails to allege facts suggesting whether any alleged transfer was made without reasonably equivalent value under circumstances satisfying the insolvency, undercapitalization, or insider-transfer provisions on which he relies, as opposed to funds flowing between affiliated entities "in the ordinary course of business" (UVTA §277[f]). Those generalized allegations of insider relationships and diversion of funds are not sufficient to state a claim.

Accordingly, the second and third causes of action fail under both the actual and constructive fraud theories and are dismissed.

III. The Fourth Cause of Action for Breach of Fiduciary Duty Against Ronald, the Massie Sons, and the Massie Entities

"To state a claim for breach of fiduciary duty, plaintiffs must allege that (1) defendant owed them a fiduciary duty, (2) defendant committed misconduct, and (3) they suffered damages caused by that misconduct" (*Burry v. Madison Park Owner LLC*, 84 AD3d 699, 699–700 [1st Dept 2011]). "A cause of action sounding in breach of fiduciary duty must be pleaded with particularity under CPLR 3016(b)" (*Litvinoff v Wright*, 150 AD3d 714, 715 [2d Dept 2017]).

Girouard fails to adequately plead a claim for breach of fiduciary duty. He alleges that he loaned money to Ronald and expected repayment, and that the Massie Sons were involved in the Massie Entities and aware of Ronald's dealings with Girouard (Amended Complaint ¶¶ 18, 40, 175-184). Those allegations, however, do not establish a fiduciary relationship running from

Ronald or the Massie Sons to Girouard. As pleaded, the parties' relationship arises from an alleged business or financial arrangement—whether characterized as loans or investments—which "does not give rise to a fiduciary obligation, and without an agreement providing for a relationship of trust, or special circumstances indicating the same, none can be inferred" (*Apogee Handcraft, Inc. v Verragio, Ltd.*, 155 AD3d 494, 496 [1st Dept 2017]; *Oddo Asset Mgt. v Barclays Bank PLC*, 19 NY3d 584, 593 [2012] ["Foremost, there is generally no fiduciary obligation in a contractual arm's length relationship between a debtor and a note-holding creditor"] [internal quotation marks omitted]).

While this cause of action fails on the merits for the reasons stated above, it is also untimely under the statute of limitations to the extent it stems from conduct alleged to have occurred prior to December 27, 2021, three years before the action was filed. A breach of fiduciary duty claim for money damages is governed by a three-year statute of limitations accruing at the time of injury (*IDT Corp. v Morgan Stanley Dean Witter & Co.*, 12 NY3d 132, 139 [2009]). Here, Girouard commenced this action on December 27, 2024 (NYSCEF 1), and he seeks money damages. Therefore, a claim based on conduct alleged to have occurred prior to December 27, 2021 is time barred.

Finally, the claim against the Massie Entities fails because the Amended Complaint makes no specific allegations as to any fiduciary duty owed to Girouard or any breach of such duty.

Accordingly, the cause of action for breach of fiduciary duty is dismissed as against all defendants.

IV. The Fifth Cause of Action for Fraud and the Sixth Cause of Action for Constructive Fraud Against Ronald Massie

"The essential elements of a cause of action for fraud are representation of a material existing fact, falsity, scienter, deception and injury" (*New York Univ. v Cont. Ins. Co*., 87 NY2d 308, 318 [1995] [quotation marks and citation omitted]). "At the very threshold, then, plaintiff must allege a misrepresentation or material omission by defendant, on which it relied, that induced plaintiff" to enter into a contract—not "[g]eneral allegations that defendant entered into a contract while lacking the intent to perform it" (*id*.).

Girouard fails to adequately plead non-duplicative fraud or constructive fraud claims against Ronald. The alleged misrepresentations concern the use of purported loan proceeds and the failure to repay those loans. Those alleged misrepresentations go directly to the subject matter of the alleged loan agreements and duplicate the contract claim. To the extent Girouard alleges that Ronald never intended to repay the advances (*see* Amended Complaint ¶ 187), that allegation, without more, does not convert the contract claim into one for fraud. Girouard thus does not allege any misrepresentation collateral or extraneous to the alleged agreements, but instead repackages the same theory and alleged damages underlying the contract claim as fraud (*McGee v J. Dunn Const. Corp.*, 54 AD3d 1010 [2d Dept 2008] ["A cause of action to recover damages for fraud does not lie where the only fraud claimed relates to an alleged breach of contract."]; *Bd. of Managers of 325 Fifth Ave. Condominium v Cont. Residential Holdings LLC*, 149 AD3d 472, 476 [1st Dept 2017]).

As to constructive fraud, that claim requires a fiduciary or special relationship between plaintiffs and defendants (*Bd. of Managers of 325 Fifth Ave. Condominium*, 149 AD3d at 476). As discussed in Section III above, the Amended Complaint does not adequately plead a fiduciary

or confidential relationship between Girouard and any defendant. Absent such a relationship, the constructive fraud claim cannot be sustained.

Accordingly, the fifth and sixth causes of action are dismissed.

V. The Seventh Cause of Action for Unjust Enrichment

To establish an unjust enrichment claim, a plaintiff must allege that "(1) the other party was enriched, (2) at that party's expense, and (3) that it is against equity and good conscience to permit [the other party] to retain what is sought to be recovered" (*Mandarin Trading Ltd. v Wildenstein*, 16 N.Y.3d 173, 182 [2011] [cleaned up and citations omitted]). "Although the existence of a valid and enforceable written contract governing a particular subject matter ordinarily precludes recovery in quasi contract for events arising out of the same subject matter, where there is a bona fide dispute as to the existence of a contract or the application of a contract in the dispute in issue, a plaintiff may proceed upon a theory of quasi contract as well as breach of contract, and will not be required to elect his or her remedies" (*Sabre Intern. Sec., Ltd. v Vulcan Capital Mgt., Inc.*, 95 AD3d 434, 438-39 [1st Dept 2012] [internal quotation marks and citation omitted]).

Applying that standard here, the unjust enrichment claim survives only as against Ronald. Ronald disputes the existence of any loan agreement and characterizes the parties' relationship as an informal business arrangement (NYSCEF 36, Ronald Massie Aff at 23 ["There were certainly no loan agreements between us for the simple reason there were no loans given."]). In light of that dispute, Girouard may plead unjust enrichment in the alternative to his breach of contract claim. The Amended Complaint adequately alleges that Girouard conferred a direct benefit on Ronald by advancing funds at Ronald's request, and that equity and good conscience would require restitution if no enforceable contract is ultimately found to exist.

The unjust enrichment claim fails, however, as against the Massie Sons and Massie Entities. The Amended Complaint alleges that Girouard made loans to Ronald, not that he directly conferred a benefit on the other defendants or had any relationship with them such that their retention of the funds would be unjust. Therefore, Girouard's allegations that Ronald used loan proceeds for entity expenses or routed funds through affiliated entities do not, standing alone, state an unjust enrichment claim against every related person or entity (*Mandarin Trading Ltd*., 16 NY3d at 182 ["[T]here are no indicia of an enrichment that was unjust where the pleadings failed to indicate a relationship between the parties that could have caused reliance or inducement"]).

Accordingly, the unjust enrichment claim is dismissed as against the Massie Sons and the Massie Entities but otherwise survives as against Ronald.

VI. The Eighth Cause of Action for Conversion Against All Defendants

"Conversion is the unauthorized assumption and exercise of the right of ownership over another's property to the exclusion of the owner's rights" (*Lemle v Lemle*, 92 AD3d 494, 497 [1st Dept 2012]). "Where a conversion claim is asserted with respect to money, the funds must be specifically identifiable and be subject to an obligation to be returned or to be otherwise treated in a particular manner" (*SH575 Holdings LLC v Reliable Abstract Co., L.L.C.*, 195 AD3d 429, 430 [1st Dept 2021] [internal quotation marks and citation omitted]). However, a cause of action alleging conversion must be dismissed if it is "predicated on a mere breach of contract" (*Quinones v Schaap*, 91 AD3d 739, 741 [2d Dept 2012]).

Here, Girouard does not allege to have had a present possessory right in specific property wrongfully controlled by the defendants. Instead, he alleges a right to amounts "owed" on the loans and to security deposits that the Massie Entities allegedly would have been entitled to

recover at the end of their leases. He does not allege a superior possessory right in a specific, identifiable fund belonging to Girouard. Instead, the conversion claim is a repackaging of his claims based on failure to repay the loans and the diversion of loan proceeds. That is not conversion (*Gym Door Repairs, Inc. v Astoria Gen. Contracting Corp.*, 144 AD3d 1093, 1096 [2d Dept 2016] [dismissing conversion claim where the plaintiff alleged only that defendants failed to return funds owed for work performed under the parties' contracts, which amounted to a mere breach of contract rather than unauthorized dominion over a specific identifiable thing]). The security deposit theory also fails because, as pleaded, those deposits belonged to the Massie Entities—the tenants—at the end of the lease terms, not to Girouard.

The conversion claim also fails as against the Massie Sons and the Massie Entities. The Amended Complaint does not identify specific funds over which the Massie Sons and Massie Entities allegedly exercised dominion. The Amended Complaint also fails to allege that Girouard made a demand to the Massie Sons and the Massie Entities (*SH575 Holdings LLC v Reliable Abstract Co., L.L.C.*, 2020 N.Y. Slip Op. 31293[U], 6 [N.Y. Sup Ct, New York County 2020], *affd*, 195 AD3d 429 [1st Dept 2021] [A "longstanding line of authority recognizes that 'one who comes lawfully into possession of property cannot be charged with conversion thereof until after a demand and refusal[.]'"]). Girouard only alleges in general terms that the defendants collectively absconded with funds and surrendered security deposits, which is insufficient.

Accordingly, the conversion claim is dismissed as against all defendants.

VII. The Veil Piercing Cause of Action Against Ronald, the Massie Sons, and the Massie Family Trust

As an initial matter, Girouard's veil-piercing cause of action fails because veil-piercing "is not an independent cause of action under New York law" (*Matter of Morris v New York State*

Dept. of Taxn. & Fin., 82 NY2d 135, 141 [1993] [holding veil-piercing is a theory of liability, not a standalone claim]). In any event, Girouard fails to allege facts sufficient to pierce the corporate veil. While the Amended Complaint uses the veil-piercing language regarding domination, disregard of formalities, and commingling (Amended Complaint ¶¶ 147-184, 225-231), it does not allege particularized facts showing complete domination of any specific entity with respect to any particular transaction, or that such domination was used to commit a distinct fraud or wrong against Girouard (*G & Y Mgt. Corp. v Core Contl. Constr. LLC*, 215 AD3d 553, 554 [1st Dept 2023] [holding "conclusory allegations merely reciting typical veil-piercing factors" are insufficient]).

Accordingly, the ninth cause of action is dismissed.

VIII. The Claims Against John Massie as Purported Trustee of the Massie Family Trust

As to the claims against John Massie in his purported capacity as Trustee of the Massie Family Trust, the trust instrument submitted by the Massie Sons conclusively establishes that Ronald, not John, was the trustee (NYSCEF 33), and Girouard concedes that point in his opposition (NYSCEF 43 at 20). Those claims are therefore dismissed.

IX. Girouard's Request for Leave to Replead

Finally, Girouard's request for leave to replead is denied. Although he requests, in the alternative, an opportunity to replead if any portion of the motions to dismiss is granted, that request is made only in opposition papers and is unsupported by any proposed amended pleading or showing of how further amendment would cure the defects identified above. Under these circumstances, leave to replead is unwarranted (*Fletcher v Boies, Schiller & Flexner, LLP*, 75

AD3d 469, 470 [1st Dept 2010] ["Plaintiff's cursory request for leave to replead was properly denied because there was no proposed pleading accompanied by an affidavit of merit."]).

CONCLUSION

For the reasons set forth above, the only claims that survive are the first cause of action for breach of contract and the seventh cause of action for unjust enrichment as against Ronald Massie. All other claims are dismissed, and the Amended Complaint is dismissed in its entirety as against all defendants other than Ronald.

The Court has considered the parties' remaining arguments and finds them unavailing.

Accordingly, it is

ORDERED that Ronald and the Massie Entities' motion to dismiss the Amended Complaint is **GRANTED IN PART** to the extent that (i) all claims are dismissed as against the Massie Entities, and (ii) as against Ronald, all claims are dismissed except the first cause of action for breach of contract and the seventh cause of action for unjust enrichment; the motion is otherwise denied; it is further

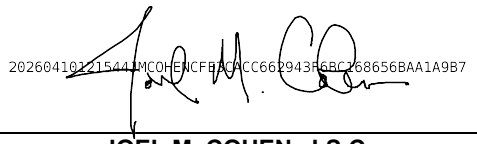
ORDERED that the Massie Sons' motion to dismiss is **GRANTED**, and the Amended Complaint is dismissed in its entirety as against those defendants; it is further

ORDERED that Ronald Massie answer the Amended Complaint within 20 days of the date of this Order; and it is further

ORDERED that the parties appear for a telephonic preliminary conference on **May 12, 2026 at 10:00 a.m.**, with the parties circulating dial-in information to chambers at SFC-Part3@nycourts.gov in advance of the conference.[3]

[3] If the parties agree on a proposed preliminary conference order in advance of the conference date (consistent with the guidelines in the Part 3 model preliminary conference order, available

This constitutes the Decision and Order of the Court.



4/10/2026
DATE

JOEL M. COHEN, J.S.C.

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

online at https://www.nycourts.gov/LegacyPDFS/courts/comdiv/NY/PDFs/Part3-Preliminary-Conference-Order.pdf), they may file the proposed order and email a courtesy copy to chambers with a request to so-order in lieu of holding the conference.