

# JOSEPH & KIRSCHENBAUM LLP

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April 14, 2021

## VIA ECF

Honorable Jesse M. Furman  
Thurgood Marshall  
United States Courthouse  
40 Foley Square  
New York, NY 10007

**Re: *Argudo, et al. v. Parea Group Ltd., et al.*, 18-CV-0678 (JMF)**

Dear Judge Furman,

We represent the Fed. R. Civ. P. Rule 23 Class/Judgment-Creditors in the above-referenced matter. We write, on behalf of the Class as well as the non-bankrupt Defendants/Judgment-Debtors, namely IMNY GS LLC d/b/a Il Mulino Tribeca, GFB Restaurant Corp. d/b/a Il Mulino Downtown, K.G. IM Management, LLC, IM LLC-I, Gerald Katzoff, Pasta Perfect LLC, IM 60 Street, Wonderful Restaurant LLC d/b/a Il Mulino Uptown, and Brian Galligan (the “Judgment-Debtors”<sup>1</sup> and collectively with the Class, the “Parties”), to respectfully request that Court extend the 15% escalation to the Judgment amount that is scheduled to go into effect on April 29, 2021 by twenty-one days until May 20, 2021. The reason for this request is that the Parties have reached an agreement whereby the Judgment in this matter is expected to be paid in full by May 12, 2021.

On January 29, 2021, the court entered a Final Order and Judgment (the “Judgment”) in favor of the Class and against Defendants, jointly and severally, in the amount of \$1,971,313.44 (with the exception that Defendants Pasta Perfect, LLC, Il Mulino USA, LLC and IM LLC-1 are only responsible for \$1.5 million of the Judgment amount). *See* Dkt. No. 270 at ¶ 13. In the Judgment, the Court also provided that pursuant to N.Y. Lab. Law § 198(4), interest on all monies not paid within ninety days of the Judgment shall be automatically awarded at the rate of 15% of the Judgment. *Id.* at ¶ 17.

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<sup>1</sup> For the sake of clarity, Judgment-Debtor Il Mulino USA, LLC (with respect to which this case is stayed) is not party to the instant application.

Since the time Judgment was entered, the Class has been engaged in aggressive collections efforts and, as a result of these efforts, we have been successful in reaching an agreement whereby the non-bankrupt Judgment-Debtors agreed to completely satisfy the Judgment by May 12, 2021. In fact, to date, the claims administrator is holding \$100,000 in escrow and an additional \$1.55 million is being held in escrow by counsel for the Judgment-Debtors. In other words, only \$321,313.44 of the Judgment remains to be funded and, per the Parties agreement, it will be funded by May 12<sup>th</sup>. Accordingly, to allow the Judgment-Debtors time to fully fund by May 12<sup>th</sup>, the Parties respectfully request that the Court temporarily stay the escalation to the Judgment amount. Specifically, the Parties request that that the date set forth in paragraph 17 of the Judgment by which the 15% escalation on monies that remain unpaid will go into effect be extended from April 29, 2021 until May 20, 2021.

We thank the Court for its attention to this matter.

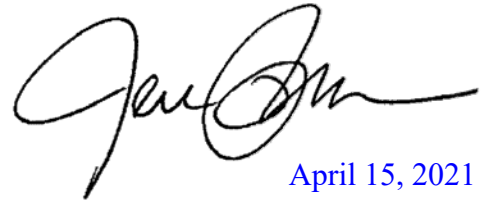
Respectfully submitted,

**JOSEPH & KIRSCHENBAUM LLP**

/s/ Josef Nussbaum

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Application GRANTED. The escalation is STAYED until **May 20, 2021**. The Clerk of Court is directed to terminate ECF No. 273. SO ORDERED.



April 15, 2021

cc: All Counsel of Record (via ECF)