[* 1]

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 35

----------X

HEIDI GORE and NATHANIEL S. GORE,

Index: 159042/2012

Plaintiffs,

- against -

DECISION/ORDER

NARCONON GULF COAST, INC. and DEBBIE ROSS,

Motion Seq. 003

Defendants.

----------X

HON. CAROL ROBINSON EDMEAD, J.S.C.

MEMORANDUM DECISION

Defendants Narconon Gulf Coast, Inc. ("Narconon") and Debbie Ross ("Mrs. Ross") (collectively, "defendants") move to dismiss this action for lack of personal jurisdiction over both defendants or alternatively, for a traverse hearing on the issue of personal jurisdiction pursuant to CPLR 3211(c).[1]

Factual Background

Plaintiffs Heidi Gore ("Mrs. Gore") and Nathaniel S. Gore ("Mr. Gore") (collectively, "plaintiffs") allege that on the morning of Friday, September 7, 2012, they searched the internet in order to locate a facility that could provide professional drug treatment for their nephew (the "Patient") and was directed to a website of Narconon, an inpatient drug treatment facility located in Florida. Allegedly, the website explains Narconon's treatment techniques and philosophy, but does not disclose that Narconon exposes its patients to the literature and "teachings" of Scientology.

After reviewing the website, plaintiffs spoke by telephone with spokepersons from

[1] By Decision and Order dated September 27, 2013, this Court denied defendants' motion for the same relief, without prejudice to renew upon the completion of jurisdictional discovery.

Narconon. Based on the representations made on the telephone and on the website, Mrs. Gore agreed to escort the Patient to Narconon. Plaintiffs paid a deposit by American Express and Mrs. Gore traveled to Florida to enroll the Patient there.

Soon after enrolling the Patient, plaintiffs discovered that Narconon was connected with Scientology and L. Ron Hubbard. Mr. Gore called Narconon to protest the Patient's stay at such a facility, and spoke with Mrs. Ross, who agreed to pro-rate the fee if the Patient left the program. Thus, plaintiffs arranged for the Patient to leave the program the following Sunday, November 9, 2012 and attempted to arrange for the refund. In a letter response sent to plaintiffs in New York, defendants explained that deposit and fees were "non-refundable," and that monies were spent on the Patient during the Patient's stay at the facility. This action alleging, *inter alia*, fraud, unjust enrichment, and rescission ensued.

Defendants previously moved to dismiss for lack of jurisdiction, and by Decision and Order dated September 27, 2013, the Court rejected plaintiffs' assertion of jurisdiction over defendants under CPLR 302(a)(1). However, the Court directed discovery pertaining to jurisdiction pursuant to CPLR 302(a)(3)(ii), which provides for jurisdiction over a defendant who

> "3. commits a tortious act without the state causing injury to person . . . within the state, . . . if he . . . (ii) expects or should reasonably expect the act to have consequences in the state and derives substantial revenue from interstate or international commerce; . . . .

The Court found that discovery was warranted on "the issue of whether defendants' tortious acts in Florida 'caus[ed] injury to person . . . within the state,'" but specifically, "on the issue of whether the alleged disbursement of funds in New York was 'the first effect of the tort that caused the injury—or, alternatively stated, the "original event that caused the injury.'" The Court also required discovery pertaining to the issue of whether "defendants derived substantial

revenue from interstate and/or international commerce" and whether "defendants allegedly expected, or reasonable should have expected, their tortious acts to have consequences in New York since the plaintiffs were located in New York during the telephone call that gave rise to the purported misrepresentations and omissions." (Decision, pp. 11-13).

In support of dismissal, defendants argue that New York can only be the situs of original injury if there occurred an actual payment to a defendant from a bank located in New York, and there is no allegation that plaintiffs' payment was made from a "New York-based bank account." Florida is the situs of the alleged original injury, whether this Court applies the "original injury" (state standard) or the "first effect" (federal standard) test. All of plaintiffs' allegations and documentation indicate that they traveled to and undertook their actions in Florida, and none of defendants' actions were in New York. The deposition testimonies of plaintiff, Narconon's principal, Mrs. Ross, and her son Christopher Ross ("Chris Ross"), the Narconon employee who dealt with plaintiff at Narconon, and plaintiffs' American Express statement, corroborate the previously submitted documentary evidence showing that the situs of the injury is Florida. As case law holds that a plaintiff cannot be injured until his/her claim accrues, likewise, there can be neither an "original injury" nor a "first effect" until any administrative remedies available have been exhausted and rejected, and plaintiffs' injury, *i.e.*, the denial of its administrative claim with American Express, was based on the documents signed by Mrs. Gore while in Florida, and not on any alleged New York acts.

Further, plaintiff-initiated phone calls to a defendant are insufficient to confer jurisdiction on this Court, as they do not rise to the level where "defendant has engaged in some purposeful activity in this State" in connection with the matter in suit. The record also shows that lack of

foreseeability that defendants would have to defend this action in New York.

And, under caselaw, defendants' provision of medical services in the drug rehabilitation field solely within the state of Florida does not constitute interstate commerce as a matter of law. Nor do defendants derive substantial revenue from interstate and/or international commerce, as defendants' business operations are "local in character" and do not show a purposeful availment of conducting activities in New York. Narconon is a small, stand-alone, local, franchise that pays a franchise fee for program books and use of the Narconon International trademark. Narconon is a non-profit corporation registered in Florida, and has no stock or savings or land that it owns. Ross has no connection to New York, except for a vacation she took more than five years ago. And, Narconon has never done business or owned property in New York. Of the 80 to 100 patients it services per year, Narconon treated 19 patients from New York from 2007 through 2013, averaging 2-4 patients a year.

At the least, the action should be dismissed against Ross, who was acting in her capacity as an officer of Narconon, and did not make any statements sufficient to support plaintiffs' fraudulent misrepresentation and fraudulent concealment claims.

In the alternative, if an issue is raised as to jurisdiction, the Court should order an immediate traverse hearing.

In opposition, plaintiff argues that discovery demonstrates that they were injured in New York because they were present within the state when they were initially subjected to defendants' material omissions about defendants' ties to Scientology. Plaintiffs relied on those omissions in New York by (a) incurring a $40,000 American Express credit card debt, (b) causing a $40,000 payment to be made to defendants, and (c) making arrangements to transport the Patient to and

from defendants' facilities. Defendants also expected, or should have reasonably expected, their acts to have consequences in New York because their fraudulent communications were directed into New York to induce plaintiffs to pay them $40,000, fly from New York to Florida, and sign various contracts and other paperwork. Defendants' misrepresentations concerning refunding plaintiffs on a pro-rated basis were made while plaintiffs were in New York. Plaintiffs relied on this misrepresentation and arranged for the Patient to leave defendants' facilities.

Defendants also derive substantial revenue from interstate or international commerce. Defendants generate millions of dollars in revenues every year based on contracts they execute with individuals residing outside of defendants' home state. Finally, due process has been satisfied.

Plaintiffs also contend that the Court has jurisdiction over Ross, who committed a tort against plaintiffs. Ross promised to refund plaintiffs' money with no intention of carrying out that act. Ross' misrepresentation to plaintiffs in this regard was a collateral promise untethered to any contractual right. Courts consistently treat these types of misrepresentations as fraud claims, and not breach of contract claims.

Plaintiffs may also maintain claims against Ross although she was acting in her capacity as an officer of a non-profit corporation when she committed this tort, because she engaged in conduct intended to cause Plaintiffs harm.

In reply, defendants argue that the timeline of events demonstrate that the situs of the injury was in Florida. Plaintiff provided information of her credit card over the phone for plaintiff to seek authorization from American Express for a charge of $40,000 because she was flying down to enroll the patient on the same day, and that amount only became nonrefundable

once the patient was enrolled in the program in Florida with the signing of all paperwork. The timeline of events also belie plaintiffs' claim that Ross assured plaintiffs of a pro-rated refund and arranged for the Patient to leave the facilities while plaintiffs were in New York. And, the alleged oral statements made outside of New York and any financial consequences suffered by plaintiff in New York were due to the fortuitous location in the state, and thus, are insufficient to confer jurisdiction over the defendants. Consequently, defendants could not have reasonably expected for their acts to have consequences in New York. Under case law, the low numbers of New York enrollees do not justify the imposition of jurisdiction by New York. Narconon's advertising costs for the years 2007-2013 on Google, show that only 4.342% of the monies spent on Google by Narconon can be attributed to 29 Google searches made by New York residents. Similarly, only 5.18% of Google searches made of Narconon were made by New York residents. Thus, defendants did not derive substantial revenue from interstate and/or international commerce.

Discussion

"CPLR § 302(a)(3)(ii) confers jurisdiction on non-domiciliaries only when the following five elements are met: (1) the defendant committed a tortious act outside the State; (2) the cause of action arises from that act; (3) the act caused injury to a person or property within the State; (4) the defendant expected or should reasonably have expected the act to have consequences in the State; and (5) the defendant derived substantial revenue from interstate or international commerce'" (*Mobile Training & Educ., Inc. v. Aviation Ground Schools of America*, 28 Misc.3d 1226(A), 958 N.Y.S.2d 61 (Table) [Supreme Court, New York 2010] *citing* CPLR § 302(a)(3)(ii) and *LaMarca v. Pak–Mor Mfg. Co.*, 95 N.Y.2d 210, 214 [2000]).

As previously held by this Court, the determination of whether a tortious act committed outside New York causes injury inside the state is governed by the "situs-of-injury" test, requiring determination of the location of the original event that caused the injury (*Magwitch, L.L.C. v. Pusser's Inc.*, 84 AD3d 529, 923 NYS2d 455 [1st Dept 2011]). "In the case of fraud . . . committed in another state, the critical question is thus where the first effect of the tort was located that ultimately produced the final economic injury" (*Bank Brussels Lambert v. Fiddler Gonzalez & Rodriguez*, 171 F3d 779 [2d Cir 1999] ("Although the alleged omissions in this case occurred in Puerto Rico, New York was the place where [plaintiff] first disbursed its funds . . . [and it] disbursed these funds only because it was unaware of [certain] information. . . . It was also this disbursement that was the first step in the process that generated the ultimate economic loss to [plaintiff] in New York"]).

A disbursement of funds in New York has been held as "the first effect of the tort that caused the injury—or, alternatively stated, the "original event that caused the injury" (*Bank Brussels Lambert v. Fiddler Gonzalez & Rodriguez, supra*; *citing Hargrave v. Oki Nursery, Inc.*, 636 F2d 897, 900 [2d Cir 1980] ("One immediate and direct 'injury' [defendant's] alleged tortious misrepresentations caused to plaintiffs was the loss of the money paid by them for the diseased vines. That injury was immediately felt in New York where plaintiffs were *domiciled* and doing business, *where they were located when they received the misrepresentations*, and where the vines were to be shipped.") (emphasis added) and *Marine Midland Bank v. Keplinger & Assocs., Inc.*, 488 F Supp. 699, 703 [SDNY 1980] ("[S]ince all disbursements to ADDM or its creditors were made by MMB in New York, the situs of the injury was in New York."); *cf. Magwitch, L.L.C. v. Pusser's Inc.*, 84 AD3d at 532 (stating that "the original event that caused

the injury was not . . . the disbursement of funds from New York to purchase the note from Barclays . . . the injury was caused by misrepresentations about the transfer of assets and the transfer and diversion of funds, which occurred in the BVI and locations other than New York" and which caused "the unavailability of funds to pay plaintiff the amounts due on the note")). "Courts examining cases involving misrepresentations have, in fact, often found that the situs of injury is New York when the original reliance or other first event causing the injury occurs in New York, even if the defendant has never sent any misrepresentations into the state" (*Bank Brussels Lambert v. Fiddler Gonzalez & Rodriguez, supra, citing Cleopatra Kohlique, Inc. v. New High Glass, Inc.*, 652 F.Supp. 1254, 1256 [EDNY 1987] (holding that misrepresentations made by defendant Fital in Italy, which were relied upon by a corporation in New York to buy certain mascara products, caused injury in New York)).

As to defendants' contention that there was no disbursement of funds from an account in New York, the record indicates that defendants processed the enrollment fee against the American Express credit card through a phone order, while plaintiffs were in New York, and the alleged promise to issue a pro-rated refund and refusal to issue such refund occurred while plaintiffs were located in New York.

Initially, Mrs. Gore, and then her husband, spoke to Chris Ross from "her home" "frequently," "at least three or four conversations" "all on the same day" (Mrs. Gore EBT, pp. 17, 22). Chris Ross "explained the kind of rehab, he explained the program, length of time, it wasn't a 12-step program" (p.17). She and Chris Ross "talked about the cost a little bit and about insurance coverage" (p. 18). The cost "was $40,000 for the duration of the program and that it had to be paid upfront. It had to be paid at the time that we went to the rehab center. . . .When we

arrived." (P. 18). Plaintiffs decided to enroll the Patient in Narconon, and made airline reservations for Mrs. Gore and the Patient to go to Florida (p. 25).

Although defendants insist that the "disbursement" was not made in New York, mainly because all of the operative documents were executed by Mrs. Gore in Florida upon her arrival at the facility, and because the cost of the program "had" to be paid when the Patient and Mrs. Gore arrived at the facility, these statements simply reflect defendants' enrollment and business practice. It cannot be said, as a matter of law, that the "disbursement" did not occur in New York.

Chris Ross, testified that "if a client calls, he accepts a credit card number to hold a bed space as a deposit (Christopher Ross EBT, p. 13). He "told her the deposits are 5,000 if she wanted to reserve a bed space. And she said no, she just wanted to pay for the whole thing." (p. 34). Reservation of the bed space was an "option" and "she didn't have to" reserve a space (p. 34). However, Mrs. Gore said she "didn't want to do that. Since she was traveling the same day, she said I want to pay. She said since I was using the same card, I just want to put it all on the card." (p. 35). However, he "accepted" payment when she "signed the credit card receipt in Destin, Florida."

When Mrs. Gore was asked at her deposition when she paid to enroll the Patient, Mrs. Gore replied "When I got to Destin, Florida, he asked me for my credit card, but he also had asked me on the telephone how I would be paying, and I said I would be paying by credit card." (P. 25). When she arrived at the facility, Chris Ross "already had like my credit card receipt there for me to sign. And at the time, I was a little taken back, because I hadn't physically given him the card." (P. 27)

The Court notes that the American Express credit card receipt bears the time "08:15:25" and is designated as "Phone Order" *via* "Entry Method: Manual."

Based on the above, it appears that Chris Ross was able to generate the receipt because Mrs. Gore "had given him our credit card number" before she left for Florida (pp. 27-28).

Mrs. Gore provided her American Express credit card information to process the charge, and the receipt was generated, both while plaintiffs were in New York (*see In re Brown*, 20 B.R. 554 [Bkrtcy. N.Y. 1982] ("When the debtor elected to charge the item as a credit transaction, a charge card was employed and a printed charge receipt was issued to the debtor by a specific merchant. At this point a credit obligation "was incurred." Credit was extended and a debt was created.")). That Chris Ross "accepted" payment when she "signed the credit card receipt in Destin, Florida" does not obviate the fact that the American Express credit card was charged to cover both the reservation of the bed space and enrollment fee, while plaintiffs were in New York. Therefore, under the circumstances, it cannot be said that the disbursement did not occur in New York.

Further, plaintiffs' reliance in New York on defendants' misrepresentation to refund a part of the fee paid in the event the Patient left the program, fixes the situs of injury in New York for purposes of New York long arm statute permitting jurisdiction over defendant who commits tortious act without state which causes injury within state *(see Palace Exploration Co. v. Petroleum Dev. Co.*, 41 F.Supp.2d 427 [1998] (based on "the payment of money by [plaintiff] from New York in reliance of [defendant's] alleged misrepresentations," plaintiff "has suffered an injury within the meaning of CPLR § 302(a)(3)"); *Mije Associates v. Halliburton Services*, 552 F.Supp. 418, 420 n. 5 [S.D.N.Y.1982] (Knapp, J.) ("[T]he tort of fraud [is] not 'complete'

until the fraudulent statements [are] relied upon in New York....")).[2] By letters dated Tuesday, September 11, 2012, Mr. Gore demanded payment from Narconon and, according to plaintiffs, defendants promised to issue a pro-rated refund if the Patient left the facility, while plaintiffs were home in New York. Plaintiffs also disputed the charge with American Express, to no avail. It is uncontested that the Patient left the facility a few days after his enrollment. And, although defendants deny promising any refund, such denial simply raises an issue of fact as to the merits of the claim.

It is noted that the subject American Express bill, dated "10/10/12", states with respect to the $40,000 charge at issue herein that "Your billing inquiry is under investigation. No payment on the amount under review of $40,000 is required at this time." Although plaintiffs did not have to make the payment immediately, and while the dispute was under investigation by American Express, plaintiffs' incurred the debt obligation while in New York.

Thus, the situs of the injury occurred in New York.

Turning to whether defendants receive "substantial revenue," within meaning of CPLR 302(a)(3)(ii), a comparison must be made "between a defendant's gross sales revenue from [New York], interstate or international business with total gross sales revenue, and between a defendant's net profit from interstate or international business with total net profit" (*Allen v. Auto Specialties Mfg. Co.*, 45 A.D.2d 331, 357 N.Y.S.2d 547 [3d Dept. 1974]; *Gillmore v. J. S. Inskip*, Inc., 54 Misc 2d 218, 282 N.Y.S.2d 127 [1967]). "There is no specific dollar threshold at which revenue becomes "substantial" for purposes of New York long-arm statute; instead, courts look

---

[2] After signing the documents and touring the facility, Mrs. Gore returned to New York that same evening (Mrs. Gore EBT, pp. 38-40), at which time, plaintiffs learned that Patient called because "he had called mother to say that there was something wrong there" (p. 33).

either to percentage of party's overall revenue derived from interstate commerce, or to absolute amount of revenue generated by party's activities in interstate commerce, with each case to be decided on its own facts" (*City of New York v. A-1 Jewelry & Pawn, Inc.*, 501 F.Supp.2d 369, reconsideration denied 2007 WL 4557311 [2007]).

Although defendants compare the small percentage of New York residents with its total number of enrollees over a seven-year period, inasmuch as the statute refers to "interstate" commerce, defendants ignore the overall percentage of enrollees from states other than Florida and revenue derived from "interstate" commerce. Defendants point out that the list of the geographic origins of the students enrolled with defendants' program during the years 2009-2013 shows that for the year 2010 there were 82 different students enrolled with Narconon, of which 3 were from New York, representing 3.6% of Narconon's enrollees for that year; however *60* in total come from other non-Florida states, representing 73% of Narconon's enrollees for that year. Similarly, defendants claim that for the year 2011 there were 85[3] different students enrolled with Narconon, with 2 of them from New York, representing 2.35% of Narconon's enrollees for that year; however, *67* enrollees were from other non-Florida states, representing 73%. For the year 2012 (the year in which the Patient enrolled) there were 74 different students enrolled with Narconon, with 3 of them from New York, representing 4.05% of Narconon's enrollees for that year, however, *59* enrollees were from other non-Florida states, representing 80%. And, defendants point out that for the year 2013 there were 93 different students enrolled with Narconon, with 2 of them from New York, representing 2.15% of Narconon's enrollees for that year; however, *73* enrollees were from other non-Florida states, representing 78%. Overall, for

[3] The actual number appears to be 92.

the years 2010-2013, 334 different students enrolled in the Narconon program, with 259 being from states other than Florida, representing78% of Narconon enrollees during that four (4) year period. Therefore, such numbers representing a substantial portion of enrollees from "interstate commerce" justify the imposition of jurisdiction by New York.

Narconon's tax returns also show that in 2009, defendants earned $2,465,957 in revenues, in 2010, defendants obtained $2,822,207 in revenue, in 2011, revenues of $3,143,043 were achieved, and in 2012, $2,859,359 of revenue was reported to the IRS.

As defendants point out, commentary from Professor Alexander suggests that the "assertion of jurisdiction would be fair . . . because a defendant [which] 'engaged in extensive business activities on an interstate or international level' is 'generally equipped to handle litigation away from his business location" (Alexander, Practice Commentaries, 7B McKinneys Cons. Law of NY, CPLR 302, C302:13). The number of enrollees derived from around the United States and tax returns support a finding that these defendants "derive[ ] substantial revenue from interstate" commerce and that the exercise of jurisdiction would be fair.[4]

Furthermore, the record demonstrates that defendants could have allegedly expected, or reasonably should have expected, their alleged tortious acts to have consequences in New York. Contrary to defendants' contentions, Chris Ross was aware that Mrs. Gore was from New York. Chris Ross testified that in the course of discussing the program with Mrs. Gore, she "said she

---

[4] It is noted that the purpose of a traverse hearing is to determine whether proper service of a summons and complaint was made on a party (*Brause 59 Co. v. Bridgemarket Associates*, 216 A.D.2d 200, 628 N.Y.S.2d 660 [1st Dept 1995]; *see also, Poree v. Bynum*, 56 A.D.3d 261, 866 N.Y.S.2d 663 [1st Dept 2008]). Although plaintiff's alternative request for a traverse hearing is rendered unnecessary in light of the finding of jurisdiction, there is no issue as to the propriety of service of process upon defendants. Thus, the branch of defendants' motion for a traverse hearing is denied.

was going to be flying out of New York" (Ross EBT, p. 30).

While defendants' advertising costs for the years 2007-2013 on Google shows only 4.342% of the monies spent on Google arising from 29 Google searches made by New York residents, and only 5.18% of Google searches made of Narconon by New York residents, Narconon spent more than $35,000 for advertising in New York. Since Narconon derives substantial revenue from interstate commerce and indeed advertises it services in New York, defendants could reasonably expect to for their alleged tortious actions to have consequences in New York.

Therefore, dismissal based on the lack of personal jurisdiction is unwarranted.

As to the branch of defendants' motion to dismiss the complaint against Debbie Ross, defendants' contentions that the complaint fails to allege a representation of a material existing fact and that mere expressions of future intent that is later breached does not rise to a level of a tort, are insufficient to support dismissal. The allegations of a tortious act directed against Debbie Ross are found in Paragraphs 56 and 59 of the Amended Complaint that "[d]efendants' promises, during the evening and night telephone calls between Mr. Gore and Ross on September 7-8, 2012, to pro-rate the fee if the Patient left the Narconon program were false, and...[a]t the time Defendants promised to pro-rate the fee, they had no intent to do so."

The cases cited by defendants are distinguishable as they dismissed fraud claims sounding in contract. Here, plaintiffs herein do not assert a breach of contract claim against defendants.

Further, while "[m]ere promissory statements as to what will be done in the future are not actionable" . . . it is settled that, if a promise was actually made with a preconceived and undisclosed intention of not performing it, it constitutes a misrepresentation of "a material

existing fact" upon which an action for rescission may be predicated" (*Sabo v. Delman*, 3 N.Y.2d 155, 164 N.Y.S.2d 714 [1957]). And, "one 'who fraudulently makes a misrepresentation of . . . intention . . . for the purpose of inducing another to act or refrain from action in reliance thereon on in a business transaction' is liable for the harm caused by the other's justifiable reliance upon the misrepresentation" (*Channel Master Corp. v. Aluminum Limited Sales, Inc.*, 4 N.Y.2d 403, 151 N.E.2d 833 [1958]). Here, plaintiffs assert that the Patient returned home based on defendants' promise to refund a pro-rated portion of the fee. While defendants maintain that the Patient would have left the facility regardless, based on defendants' alleged ties to Scientology, such factor simply raises an issue of fact which cannot be determined on this motion.

Finally, that Debbie Ross acted in her corporate capacity is insufficient to dismiss the complaint. A "corporate officer who participates in the commission of a tort may be held individually liable, ... regardless of whether the corporate veil is pierced" *(D'Mel & Associates v. Athco, Inc.*, 105 A.D.3d 451, 963 N.Y.S.2d 65 [1st Dept 2013] *citing Fletcher v. Dakota, Inc.*, 99 A.D.3d 43, 49, 948 N.Y.S.2d 263 [1st Dept 2012]). Plaintiffs essentially allege that Debbie Ross misled plaintiffs, by expressly promising to refund them, on a pro-rated basis, the fees they paid if the Patient left the program, and based on this promise, the Patient left the program. Such misrepresentations, if proven and shown to have induced detrimental reliance, as alleged by plaintiffs, would provide a basis for imposing liability on Debbie Ross individually, even though she allegedly spoke on behalf of Narconon (*see Espinosa v. Rand*, 24 A.D.3d 102, *supra, citing American Express Travel Related Servs. Co., Inc. v. North Atl. Resources*, 261 AD2d 310, 311 [1st Dept 1999]; *see also Ideal Steel Supply Corp. v. Fang*, 1 AD3d 562, 563 [2d Dept 2003]).

Conclusion

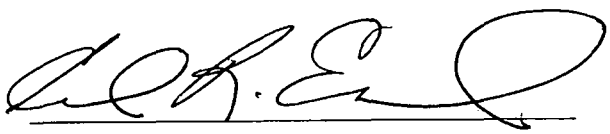
Based on the foregoing, it is hereby

ORDERED that defendants' motion to dismiss this action for lack of personal jurisdiction over both defendants or alternatively, for a traverse hearing on the issue of personal jurisdiction pursuant to CPLR 3211(c), and for dismissal of the complaint against Debbie Ross is denied; and it is further

ORDERED that defendants shall serve a copy of this order with notice of entry upon all parties within 20 days of entry.

This constitutes the decision and order of the Court.

Dated: September 5, 2014



Hon. Carol Robinson Edmead, J.S.C.

HON. CAROL EDMEAD