Ryder Truck Rental, Inc. v Leighton Constr. Corp.
2018 NY Slip Op 34291(U)
July 31, 2018
Supreme Court, Westchester County
Docket Number: Index No. 67992/2016
Judge: Joan B. Lefkowitz
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To commence the statutory time period for appeals as of right [CPLR 5513(a)], you are advised to serve a copy of this order, with notice of entry upon all parties.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER-COMPLIANCE PART

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RYDER TRUCK RENTAL, INC.,

Plaintiff,

-against-

LEIGHTON CONSTRUCTION CORP.,

Defendant.

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LEIGHTON CONSTRUCTION CORP.,

Third-Party Plaintiff,

-against-

STANLEY KIELTYKA, INC., and DEEGAN OVERHEAD DOORS CO., INC.,

Third-Party Defendants.

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LEIGHTON CONSTRUCTION CORP.,

Second Third-Party Plaintiff,

-against-

EAST COAST IRONWORKS, INC.,

Second Third-Party Defendant.

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DECISION AND ORDER
Index No.: 67992/2016

Motion Date: June 4, 2018
Seq. Nos.: 1 & 2

LEFKOWITZ, J.

The following papers were read on: (1) the motion by third-party defendant Stanley Kieltyka, Inc. ("SKI") for an Order: (a) pursuant to CPLR 3126 dismissing plaintiff's complaint for its failure to provide material and necessary discovery; or in the alternative, (b) pursuant to 3126 precluding plaintiff from offering any evidence as to liability and damages at the time of

trial for its failure to provide material and necessary discovery; or in the alternative, (c) pursuant to CPLR 3124 compelling plaintiff to provide material and necessary discovery; and (d) pursuant to N.Y. Court Rule 130-1.1 awarding SKI attorney's fees and costs (Motion #1); and (2) the motion by defendant Leighton Construction Corp. ("Leighton"): (i) pursuant to CPLR 3124 and 3126 striking plaintiff's complaint and dismissing the case due to plaintiff's failure to comply with discovery demands and this Court's discovery orders; (ii) pursuant to CPLR 3126 precluding plaintiff from offering any evidence as to liability and damages at the time of trial due to its non-compliance with discovery demands and orders; and (iii) pursuant to N.Y. Court Rule 130-1.1 sanctioning plaintiff's counsel and awarding Leighton costs and fees for preparation of the instant motion and appearances at multiple court conferences due to plaintiff's noncompliance with discovery orders in violation of N.Y. Uniform Court Rules §202.07; or alternatively, (iv) compelling the deposition of Michael Lamoreaux, PE ("Lamoreaux"); (v) compelling plaintiff to provide all outstanding document discovery as enumerated; and (vi) for such other and further relief as this Court deems just and proper (Motion #2).

Motion Sequence #1: Order to Show Cause - Movant's Affirmation in Support-
Exhibits A-O
Plaintiff's Affirmation in Opposition - Exhibits A-S
Plaintiff's Memorandum of Law in Opposition - Exhibits 1-6
Affidavit of Service

Motion Sequence #2: Order to Show Cause - Movant's Affirmation in Support - Exhibits A-BB
Movant's Affirmation of Good Faith
Movant's Memorandum of Law in Support
Plaintiff's Affirmation in Opposition - Exhibits A-S
Plaintiff's Memorandum of Law in Opposition - Exhibits 1-6
Affirmation in Support by third-party defendant Deegan Overhead Doors Co., Inc. ("Deegan")

Upon the foregoing papers and proceedings held on June 4, 2018, these motions are determined as follows:

Facts & Procedural History

This action arises out of an incident involving the partial collapse of the roof of a building located at 1018 Saw Mill River Road, Yonkers, New York (the "premises"). Plaintiff operated a truck rental company in the premises which it leased from Leighton. Plaintiff also used the premises to perform service and maintenance work to the vehicles which it rented to its customers. At the time of the incident ongoing renovations to the subject building were being performed by SKI, Deegan and second third-party defendant East Coast Ironworks, Inc. ("East Coast").

Plaintiff commenced this action against Leighton by the filing of a summons and complaint on December 1, 2016. As alleged in its complaint plaintiff asserts that on February 20, 2014 the east end portion of the roof of the premises collapsed resulting in damage to plaintiff's

personal property, interruption of its business, and other extra expenses. Plaintiff seeks damages for its insurance deductible of $500,000.00, property damages in the amount of $11,326.00, business interruption damages in the amount of $512,143.00, extra expenses of $474,601.50, and damages for claim preparation in the amount of $46,812.00. In its bill of particulars, plaintiff identified the insurance companies which paid the first-party claims as Zurich, XL Insurance, AIG and Certain Underwriters of Lloyds of London (the "four insurers").

Leighton served its answer on December 30, 2016 along with discovery demands ("Leighton's first demand"). Leighton commenced a third-party action against Deegan and SKI by filing a third-party summons and complaint on June 12, 2017. Deegan and SKI filed their answers to the third-party complaint on or about August 14, 2017 and September 15, 2017, respectively. Leighton commenced a third-party action against East Coast on April 18, 2018. East Coast served its answer on or about May 31, 2018.

Discovery Demands & Compliance Conferences

On February 7, 2017 plaintiff and Leighton appeared for a preliminary conference. The so-ordered (Lefkowitz, J.) preliminary conference stipulation, inter alia, directed plaintiff to produce the insurance claim file related to the incident or authorizations to obtain same by March 7, 2017. The parties were directed to serve discovery demands by March 7, 2017 and responses thereto no later than 30 days after receipt of those demands.

On April 11, 2017 plaintiff served a response to Leighton's first demand. On or about May 19, 2017 Leighton served a notice for discovery & inspection ("Leighton's second demand") including a demand for checks reflecting reimbursement of plaintiff's damages, documents reflecting plaintiff's annual revenue, and copies of the insurance claim files as well as authorizations to obtain the insurance files independently. Leighton's second demand also included a demand for preservation and inspection of evidence (the "preservation and inspection demand"), and a demand for site inspection (the "site inspection demand").

Plaintiff and Leighton appeared for a compliance conference on June 29, 2017. The Compliance Conference Referee Report & Order (Lefkowitz, J.) from that conference, inter alia, directed plaintiff, on or before July 14, 2017, to serve responses to Leighton's second demand and to supplement its responses to paragraphs 24-26, 29-33, 35, 36, 38 and 39 of Leighton's first demand.

On or about July 14, 2017 plaintiff served responses to Leighton's second demand, supplemental responses to Leighton's first demand, as well as responses to the demands for preservation and inspection and site inspection. In these responses plaintiff advised Leighton that the premises had been completely repaired and that since more than three years had passed since the date of the incident, Leighton's site inspection demand was unreasonable. Plaintiff also stated that although Leighton, as the owner of the premises, had opportunity and notice of the accident, Leighton had not previously requested either an inspection of the damaged property or the preservation of the damaged property for later inspection. However, plaintiff agreed to provide

access to the premises and to the extent that any of the damaged property remained in plaintiff's possession it would be preserved for Leighton's inspection.

By letter dated August 8, 2017 Leighton advised plaintiff that the following discovery remained outstanding ("Leighton's first good faith letter"): documents reflecting annual revenue for plaintiff's Yonkers location, insurance claims files, authorizations to obtain all insurance claims files, snow removal invoices, profit and loss statements, bank statements, audited financial statements, sales receipts, and receipts reflecting additional expenses allegedly incurred by plaintiff.

On January 10, 2018 the parties went on a site visit to the premises. Leighton asserts that at this point the building at the subject premises had been completely repaired.

On January 24, 2018 Matthew Tumminello ("Tumminello") appeared for his deposition on behalf of plaintiff. Tumminello was employed by the plaintiff as its senior service manager or facility manager and supervisor. During his deposition, Tumminello testified that at the end of each day an employee of plaintiff would turn down the heat in the subject building.

On or about January 31, 2018 Leighton served its post-deposition demands ("Leighton's post-deposition demands"), seeking inter alia, invoices for snow removal, oil delivery receipt/invoices for the subject premises, repair and maintenance records for the heating system at the premises, daily work schedules, work orders, leases, rental agreements, DVIRs (driver vehicle repair reports), DVICs (driver vehicle condition reports), vehicle maintenance files for the vehicles allegedly damaged by the collapse, and monthly scorecards (performance reports).

On February 6, 2018, SKI served plaintiff with SKI's first set of post- deposition demands ("SKI's first post-deposition demands") seeking a complete list of all employees working for plaintiff at the subject property on the day of and in the month of the alleged incident and documents relating to any work performed by plaintiff, or on behalf of plaintiff, to the east end overhead door, the east wall or the roof of the building prior to the date of the occurrence.

On February 9, 2018 the parties appeared for a (an emergency) compliance conference. The Compliance Conference Referee Report & Order (Davidson, J.) from that conference, inter alia, directed plaintiff to serve responses, on or before March 1, 2018, to Leighton's post-deposition demands dated January 31, 2018 and SKI's post-deposition demands dated February 6, 2018.

On February 22, 2018 Raymond Pawlak appeared for a deposition. Pawlak was the president of non-party PWP International ("PWP"), the independent loss adjustment company hired by plaintiff's insurance companies to adjust plaintiff's first-party claim with respect to the roof collapse. During the course of Pawlak's deposition he testified that portions of the PWP claim file that had been provided to Deegan and that would normally have been part of his claim file were missing from the file produced to Leighton and SKI.

By letter dated February 23, 2018 to plaintiff, SKI demanded, inter alia, copies of the complete claims file maintained by Pawlak (the "SKI demand letter"), including: additional field reports, accounting reports, and documentation regarding plaintiff's business interruption claim.

On February 27, 2018, SKI served plaintiff with a second set of post-deposition demands ("SKI's second post-deposition demands"), which sought, inter alia, authorizations to obtain the non-privileged portion of the claims files maintained by the four insurers, including copies of the applicable declarations pages for those insurers; copies of pre-risk inspection reports prepared by or on behalf of any of the four insurers for three years prior to the subject incident; and non-privileged portions of the claims file maintained by plaintiff's in house claims office Ryder National Liability Claims ("Ryder National").

On February 28, 2018 Stanley Kieltyka was deposed on behalf of SKI. During his deposition Mr. Kieltyka testified that the oil lines used for heating the subject building had been disconnected prior to the collapse of the roof.

By letter dated March 1, 2018 Leighton advised plaintiff that the following discovery remained outstanding ("Leighton's second good faith letter"): copies of all checks received by plaintiff for reimbursement of any damages sustained in connection with the roof collapse; all documents reflecting annual revenue earned by plaintiff in connection with its operations at the subject building for the period of 2011 to 2016; all documents reflecting annual revenue earned by plaintiff at all business locations for the period of 2011 to 2016; all documents, receipts invoices and/or contracts relating to plaintiff's claims for additional expenses; lease agreements allegedly impacted by the incident, including the lease with Oak Beverage; and the complete claim file maintained by PWP.

On or about March 5, 2018, Leighton served notices upon plaintiff for the depositions of Timmerans, Lamoreaux and Meier. By letter dated March 5, 2018, SKI served plaintiff with a good faith letter requesting that it comply with SKI's initial demands for copies of subrogation receipts as requested in its initial December 28, 2017 discovery demands ("SKI good faith letter").

The Compliance Conference Referee Report & Order (Lefkowitz, J.) dated March 6, 2018, directed plaintiff, inter alia, to respond to: Leighton's post-deposition demands dated January 31, 2018 and SKI's post-deposition demands dated February 6, 2018 on or before March 23, 2018. The Court noted that although plaintiff had been directed to respond to those demands in the prior Compliance Conference Referee Report & Order, plaintiff had failed to serve those responses. The March 6, 2018 Order further directed plaintiff to serve responses, on or before March 23, 2018, to: Leighton's March 1, 2018 good faith letter, Leighton's post-deposition demands dated March 6, 2018, SKI's post-deposition demands dated February 27, 2018, SKI's letter demands dated February 23, 2018, SKI's demands dated December 28, 2017, and SKI's good faith letter dated March 5, 2018. The Court also directed the following depositions to occur pursuant to notices served by Leighton: Ray Timmerans ("Timmerans") on March 26, 2018, Lamoreaux on March 30, 2018, and Ken Meier ("Meier") on April 2, 2018.

The parties appeared for a compliance conference on April 2, 2018. During the conference plaintiff objected to the deposition notice regarding Lamoreaux on the ground that he was plaintiff's expert engineer. The Compliance Conference Referee Report & Order dated April 2, 2018 (Ruderman, J.), directed plaintiff, on or before April 9, 2018, to respond to: Leighton's post-deposition demands dated January 31, 2018 and SKI's post-deposition demands dated February 6, 2018. The Court specifically noted that these responses were "ordered to be completed in the Court's previous two (2) Compliance Conference Orders and plaintiff has not served these responses to date." Plaintiff was also directed, inter alia, to serve responses, on or before April 9, 2018 to: Leighton's good faith letter dated March 1, 2018, Leighton's post-deposition demands dated March 6, 2018, SKI's post-deposition demands dated February 27, 2018, SKI's February 23, 2018 letter, SKI's discovery demands dated December 28, 2017 and SKI's good faith letter dated March 5, 2018. Additionally, plaintiff was ordered to produce Timmerans and Meier for their depositions on April 13, 2018. The Court additionally noted that,"[P]laintiff has not complied with any of the directives set forth in the Court's previous Compliance Conference Order. Plaintiff is being afforded one final opportunity to comply with its discovery obligations before a briefing schedule is issued to defendants to move to, inter alia, dismiss/preclude and for costs and sanctions."

On April 11, 2018, plaintiff responded to Leighton's January 31, 2018 and March 6, 2018 post-deposition demands. On April 12, 2018, the parties appeared for a conference, at which time a briefing schedule for the present motions was issued.

The Parties' Contentions

SKI asserts that to date plaintiff has failed to fully respond to SKI's February 23, 2018 and March 5, 2018 letters. In this regard SKI contends that plaintiff has failed to respond to the portion of the February 23, 2018 letter seeking the field reports prepared by Pawlak, accounting reports, and documents regarding plaintiff's business interruption claim. With respect to the March 5, 2018 letter SKI asserts that plaintiff has failed to respond to SKI's demand for subrogation receipts. Additionally, SKI argues that although plaintiff provided responses to SKI's post-deposition demands, these responses were sham responses that were wholly insufficient as they merely contained baseless objections and made reference to wholly non-responsive documents. Specifically, SKI argues that paragraphs 1-21 of its February 6, 2018 post-deposition demands and paragraphs 1-7, 10-15, 17 and 18 of its February 27, 2018 post-deposition demands remain unanswered, in whole or in part. SKI argues that the discovery it seeks is material and necessary to its defense of this matter and bears directly on the issues of damages, including plaintiff's purported business interruption and extra expenses claims.

Leighton seeks to compel plaintiff to provide the following outstanding discovery: checks reflecting reimbursement of plaintiff's alleged damages by its insurers; documents reflecting annual revenue for the subject premises; all insurance claim files relating to plaintiff's purported damages; authorizations to obtain all of the aforementioned insurance claim files; snow removal invoices; profit and loss statements; corporate bank statements; audited financial statements; receipts reflecting additional expenses allegedly incurred by plaintiff as a result of the incident; oil delivery receipts/invoices for the premises; repair and maintenance records for the heating

system at the premises; daily work schedules and work orders for the subject building; vehicle maintenance files for the vehicles allegedly impacted by the collapse; monthly scorecards (performance reports) for the subject premises; lease agreements and rental agreements allegedly impacted by the incident; and the complete claim file maintained by PWP. Leighton argues that the snow removal and heating records are relevant because there were frigid temperatures and significant snowfall in the days prior to the collapse.

In opposition to the motions plaintiff avers that it has substantially complied with the April 2, 2018 Compliance Conference Referee Report & Order. Plaintiff contends that Leighton has failed to establish that special circumstances exist which warrant producing plaintiff's engineering expert Lamoreaux for deposition. Plaintiff argues that Leighton as the owner and contracting entity with SKI for the renovation of the premises was in a position to retain its own expert to inspect the premises, but failed to do so. Plaintiff argues that Leighton has failed to demonstrate the relevance of invoices for snow removal or invoices for heating or servicing of the heating system. Plaintiff further argues that Leighton and SKI's disclosure demands seek discovery which is irrelevant, duplicative and cumulative and that the demands are dilatory and abusive in nature.

In adjudicating these discovery demands, this Court will apply the axiom that under CPLR 3101(a)(1), there must be full disclosure of all matters "material and necessary" in the prosecution or defense of an action. The phrase "material and necessary" is interpreted liberally to require disclosure, on request, of any facts bearing on the controversy that will assist preparation for trial by sharpening the issues and reducing delay and prolixity *(see Matter of Kapon*, 23 NY3d 32 [2014], quoting *Allen v Crowell-Collier Publ.* Co., 21 NY2d 403, 406 [1968]). "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" (*Forman v Henkin*, 134 AD3d 529, 529 [1st Dept 2015], quoting *Vyas v Campbell*, 4 AD3d 417, 418 [2d Dept 2004]; *Crazytown Furniture v Brooklyn Union Gas Co.*, 150 AD2d 420, 421 [2d Dept 1989]). Trial courts have broad discretion to supervise discovery and enter appropriate remedies to ensure the fair and efficient conduct of discovery (see *Auerbach v Klein*, 30 AD3d 451 [2d Dept 2006]*; Feeley v Midas Properties, Inc.,* 168 AD2d 416 [2d Dept 1990]).

A review of plaintiff's responses to the various discovery demands made by Leighton and SKI reveals that plaintiff has failed to appropriately and fully respond to those demands and has in numerous instances raised inappropriate or misplaced objections to those demands. In some of its responses plaintiff has inappropriately referred Leighton and SKI to documents produced by other parties to this action. In other instances, plaintiff's responses refer to documents which plaintiff has previously produced but which are nonresponsive to the demand at hand. To the extent that plaintiff has repeatedly failed to comply with multiple demands made by Leighton and SKI and with multiple court orders directing, repeatedly, that plaintiff respond to those demands, such conduct can only be characterized as willful and contumacious entitling movants to the extreme relief of dismissal of the complaint or preclusion pursuant to CPLR 3126. Although the court has already provided plaintiff with ample opportunity to cure the deficiencies of its prior

responses to movants' discovery demands, the court will provide plaintiff one last and final opportunity to comply with its discovery obligations.

The Second Department in *Arpino v F.J.F & Sons Electric Co., Inc.*, 102 AD3d 201 [2d Dept 2012], recognized the difficulty that courts face when parties or their attorneys fail to comply with court-ordered discovery deadlines:

> Compliance requires not only a timely response, but a good-faith effort to provide a meaningful response (see *Kihl v Pfeffer*, 94 NY2d at 123; *see also Garcia v City of New York*, 5 AD3d 725, 726 [2004]; *Gomez v Gateway Demolition Corp.*, 293 AD2d 649, 650 [2002]). The failure to comply with deadlines and provide good-faith responses to discovery demands 'impairs the efficient functioning of the courts and the adjudication of claims' (*see Gibbs v St. Barnabas Hosp.*, 16 NY3d at 81; *Kihl v Pfeffer*, 94 NY2d at 123). The Court of Appeals has also pointed out that '[c]hronic noncompliance with deadlines breeds disrespect for the dictates of the Civil Practice Law and Rules' (*Gibbs v St. Barnabas Hosp.*, 16 NY3d at 81), and has declared that '[i]f the credibility of court orders and the integrity of our judicial system are to be maintained, a litigant cannot ignore court orders with impunity' (*Kihl v Pfeffer*, 94 N.Y.2d at 123; *see generally Cadichon v Facelle*, 18 NY3d 230 [2011]).

With respect to Leighton's demand for Lamoreaux's deposition, although courts are generally reluctant to permit oral examination before trial of a party's expert, CPLR 3101 (d)(1)(iii) provides that such disclosure can be obtained upon a showing of special circumstances. To that end, courts have held that special circumstances exist to warrant disclosure when material physical evidence is inspected by an expert for one side, and then lost or destroyed before the other side has had an opportunity to conduct its own expert inspection (*Rosario v General Motors Corp.*, 148 AD2d 108 [1st Dept 1989]; *see* Patrick M. Connors, Practice Commentaries, McKinney's Cons Laws of NY, Book 7B, CPLR C3101:29A[H]). In the present case, plaintiff leased the premises from Leighton. As the owner of the premises Leighton had access to the premises, and the reasonable opportunity to inspect the premises after the occurrence of the incident. Accordingly, Leighton has failed to demonstrate the existence of special circumstances to warrant its pre-trial deposition of Lamoreaux.

However, plaintiff's repeated noncompliance with court ordered discovery necessitated multiple court appearances and motion practice. Accordingly, Leighton and SKI are each entitled to costs for the present motion pursuant to CPLR 8202 in the amount of $100.00 and sanctions pursuant to 22 NYCRR 130-1.1 in the sum of $150.00.

All other arguments raised on this motion and evidence submitted by the parties in connection thereto, have been considered by this court, notwithstanding the specific absence of reference thereto.

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Accordingly, it is:

ORDERED that motion sequence 1 by defendant SKI is granted to the extent that plaintiff is directed to provide, on or before August 24, 2018, on notice to all parties, responses or supplemental responses to: SKI's February 23, 2018 letter seeking Ray Pawlak's entire claims file, including but not limited to the additional field reports, accounting reports and documentation regarding the business interruption claim as identified during his deposition; SKI's March 5, 2018 letter seeking copies of the subrogation receipts as demanded by SKI's December 28, 2017 discovery demands; paragraphs 1-21 of SKI's February 6, 2018 post-deposition demands; and paragraphs 1-7, 10-15, 17 and 18 of SKI's February 27, 2018 post-deposition demands. These responses, or supplemental responses, shall identify with specificity the document or demand to which it responds; and in the event that plaintiff does not fully comply with this Order, SKI shall file with the court on or before August 27, 2018, on notice to all parties, an affirmation of non-compliance setting forth a detailed account of the alleged noncompliance whereupon the Court shall issue an order precluding plaintiff from offering testimony concerning those items or otherwise; and further, plaintiff is directed to pay $100 in motion costs and $150 in sanctions to third-party defendant SKI within ten (10) days of the date of this Order and shall upload proof of payment on the NYSCEF website on or before that date; and it is further

ORDERED that motion sequence 2 by defendant Leighton is granted to the extent that plaintiff is directed to provide on or before August 24, 2018, on notice to all parties, responses or supplemental response to: demands 24, 29-31,33, 35, 36, 38, 39 of Leighton's December 30, 2016 Combined Demands; demands 12 and 15 -21 of Leighton's May 19, 2017 notice of discovery and inspection; demands 3-9, 14-16 of Leighton's Notice of Discovery and Inspection dated January 31, 2018; Ray Pawlak's entire claims file as identified during his deposition; Leighton's post-deposition demands dated January 31, 2018; Leighton's good faith letter dated March 1, 2018; and Leighton's post-deposition demands dated March 6, 2018.These responses, or supplemental responses, shall identify with specificity the document or demand to which it responds; and in the event that plaintiff does not fully comply with this Order, Leighton shall file with the court on or before August 27, 2018, on notice to all parties, an affirmation of non-compliance setting forth a detailed account of the alleged noncompliance whereupon the Court shall issue an order precluding plaintiff from offering testimony concerning those items or otherwise; and further, plaintiff is directed to pay $100 in motion costs and $150 in sanctions to defendant Leighton within ten (10) days of the date of this Order and shall upload proof of payment on the NYSCEF website on or before that date; and it is further

ORDERED in the event plaintiff contends that a demand seeks privileged information, plaintiff shall provide a privilege log in conformity with CPLR 3122 (2) (b), on notice to all parties, to the Court, on or before August 24, 2018 and the documents which it seeks to withhold on that basis, including the nature of the privilege asserted, the corresponding demand to which the document is responsive, and the author of the document to the Compliance Part Clerk, 8th floor, of this courthouse for in camera review. Plaintiff shall provide the Court with two sets of Bates stamped documents for in camera review, one set redacting any material that plaintiff

alleges should be withheld pursuant to the claimed privilege, and the other set unredacted; and it is further

ORDERED that the branch of Leighton's motion seeking the deposition of Michael Lamoreaux is denied.

ORDERED that Leighton shall service this Decision and Order, with Notice of Entry, on all parties by NYSCEF within three days hereof; and it is further

ORDERED that any applications not decided are herewith denied; and it is further

ORDERED that counsel for all parties shall appear for a conference on September 5, 2018 in the Compliance Part, Room 800 of this Courthouse, at 9:30 a.m.

The foregoing constitutes the Decision and Order of this Court.

Dated: White Plains, New York
July 31, 2018

HON. JOAN B. LEFKOWITZ, J.S.C.

To:

All counsel via NYSCEF