

**Adelhardt Constr. Corp. v Citicorp N. Am., Inc.**

2022 NY Slip Op 33987(U)

November 25, 2022

Supreme Court, New York County

Docket Number: Index No. 655186/2018

Judge: Jennifer G. Schechter

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 54

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ADELHARDT CONSTRUCTION CORP.,

INDEX NO. 655186/2018

Plaintiff,

MOTION SEQ. NO. 005

- v -

CITICORP NORTH AMERICA, INC., CITIGROUP
TECHNOLOGY, INC., CITIBANK, N.A.,

DECISION & ORDER ON
MOTION & CROSS MOTION

Defendants.

-----X

HON. JENNIFER SCHECTER:

The following e-filed documents, listed by NYSCEF document number (Motion 005) 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 361, 362, 363, 364, 365, 366

were read on this motion to/for

JUDGMENT - SUMMARY

Adelhardt Construction Corp. ("ACC") moves for partial summary judgment on nine contracts and for dismissal of defendants' affirmative defenses. Citicorp North America Inc., Citigroup Technology, Inc., and Citibank, N.A. (collectively "Citi"), oppose plaintiff's motion and cross-move for summary judgment dismissal of the complaint.

Background<sup>1</sup>

ACC, a construction company, provided construction services to Citi for approximately 60 years. It commenced this action for payment on Citi invoices totaling approximately \$4.7 million on 44 contracts. The work at issue was governed by written agreements, the first of which was executed in 2010. Problems arose in January 2012, when non-party John Cassisi ("Cassisi") became the Director of Global Construction for Citi Realty Services ("CRS") and was put in charge of Citi's relationship with ACC. Cassisi allegedly caused Citi to withhold payment from ACC for construction services that had already been performed and invoiced. As a condition of ACC being paid, he demanded that ACC perform additional work, including work on his own home, and that it facilitate payments

<sup>1</sup> References to "Dkt." followed by a number refer to documents filed in this action on the New York State Courts Electronic Filing system (NYSCEF).

for unapproved contractors by falsifying records. At the time, Citi allegedly owed ACC millions of dollars. ACC did not report Cassisi to his supervisors or to the police. Cassisi and his colleague, Arthur Fazio (for whom ACC also provided personal benefits), falsified business records to conceal their actions. Their scheme was discovered. They were arrested in late 2014 and charged with, among other things, commercial bribery. Both pleaded guilty to crimes.

In February 2015, Citi internally determined to suspend ACC from bidding on any new projects and that no payments would be made to it (Dkt. 240). In March 2015 (the “Cut-Off date”), Citi notified ACC to stop work on all projects. After the Cut-Off Date, Citi made no further payments to ACC, but it did pay certain subcontractors (Dkt. 244 ¶ 23). By letter dated July 21, 2015 (“Termination Letter”), Citi informed ACC that it was terminating its agreement for cause on six uncompleted projects because it deemed ACC “in material breach of its obligations under the Master Agreement” and cited “as illustrative, but not exhaustive” poor workmanship of concrete pours and plumbing piping being replaced by PVC without authorization on the Sunny Isles Beach project (Dkt. 253, Dkt. 244 ¶30, Dkt. 249 at 118). ACC responded by letter dated August 4, 2015, that it was not in breach of any of its contractual requirements and specifically addressed the issues raised related to the Sunny Isles project (Dkt. 307).

In December 2015, ACC and its CEO David Adelhardt (“Adelhardt”) pleaded guilty to falsifying business records. As part of the plea agreement, ACC agreed to make restitution to Citi in the amount of \$442,000. The agreement provided that the restitution could be made by deducting that amount from monies owed to ACC for legitimate construction services supplied to Citi for which payment had not been received. As part of the pleas, ACC and Adelhardt admitted that between January 2012 and December 2014, Adelhardt caused ACC to falsify one or more purchase orders, which were created in furtherance of a scheme, whereby benefits were requested by and bestowed on Cassisi with the expectation that Cassisi would use his position at Citi to have ACC continue as an approved vendor. Neither Adelhardt nor ACC admitted to engaging in commercial bribery.

Due to ACC’s involvement with Cassisi’s criminal conduct, Citi refused to pay ACC for the work it had performed. ACC then commenced this action.

Citi moved to dismiss the complaint. It urged that ACC engaged in commercial bribery and that such illegal conduct definitively barred the action. This court denied dismissal, explaining that ACC pleaded that it performed millions of dollars worth of work for Citi even before it is alleged to have engaged in any illegal conduct and that ACC plausibly claimed that it was extorted by Cassisi, Citi’s agent (Dkt. 226 at 6). This court pointed out that it was “far from clear that ACC should be wholesale barred from, any and all compensation” and that Citi failed to “conclusively establish as a matter of law . . . that ACC’s conduct was ‘gravely immoral’ so as to completely bar damages” (*id.* at 7). This

court also concluded that it was unclear that the bulk of services provided by ACC bore any relationship to the forged documents. In denying dismissal, this court held that the documentary evidence did not establish “the requisite grossly immoral conduct so as to bar recovery” (*id.* at 9) and stated that if “discovery reveals that ACC was complicit in Cassisi’s wrongdoing in a manner involving far more moral turpitude than portrayed in the [amended complaint], it is possible that [Citi] might be able to establish an illegality defense at summary judgment or trial” (*id.* at 9).

The Appellate Division, First Department affirmed, reasoning that “Cassisi’s alleged threats, if proved, would be sufficient to establish extortion” (181 AD3d 442, 443), that plaintiffs’ plea agreements did not utterly refute allegations that they were extorted “so as to establish bribery conclusively” and that defendants failed to establish conclusively that Cassisi’s actions could not be imputed to Citi (*id.*). The Appellate Division stated, moreover, that it was unclear “whether there is a ‘direct connection between the illegal transaction and the obligation sued upon’” and that whether “or not Cassisi induced plaintiff’s actions by improper threats, and whether or not his actions may be imputed to defendants so that the parties cannot be considered in *pari delicto*, can only be determined upon the full development of the facts” (*id.*).

The parties completed discovery. ACC now moves for summary judgment on nine of the 44 contracts where Citi issued purchase orders (“PO”s), ACC thereafter submitted applications for work authorized by the POs (“Applications”) and ACC completed the work but was not paid in full. ACC also seeks dismissal of defendants’ affirmative defenses. Citi cross-moves for summary judgment urging that the claims are barred by ACC’s illegal behavior and breaches of the parties’ agreements.

### Analysis

On a motion for summary judgment, the movant bears the burden of making a “prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to eliminate any material issues of fact from the case” (*Winegrad v New York University Medical Center*, 64 NY2d 851,853 [1985]). “Failure to make such showing requires denial of the motion, regardless of the sufficiency of the opposing papers” (*id.*; *Ayotte v Gervasio*, 81 NY2d 1062, 1063 [1993]). If movant has made this showing, then the burden shifts to the opposing party to produce evidence sufficient to establish the existence of a material question of fact (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]; *Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]). The evidence must be construed in the light most favorable to the party opposing the motion (*Martin v Briggs*, 235 AD2d 192, 196 [1st Dept 1997]) and the motion must be denied if there is any doubt as to the existence of a triable issue (*Rotuba Extruders, Inc. v Ceppos*, 46 NY2d 223, 231 [1978]). Mere conclusions, unsubstantiated allegations, or expressions of hope, however, are insufficient to defeat the motion (*Zuckerman*, 49 NY2d at 562).

### Citi's Motion for Summary-Judgment Dismissal

Citi urges that it is entitled to a judgment dismissing this action because ACC engaged in bribery, which is “gravely immoral and illegal behavior,” and because ACC breached the Master Contracts’ obligations that it “provide first-quality supervision and construction . . . render honest billing for work actually done and refrain from bribing Citi employees” (Dkt. 330 at 9).

#### Illegality

Citi makes the same arguments based largely on the same evidence and case law as it did on its motion to dismiss. In support of its motion, it has not met its heavy burden of showing, as a matter of law, that ACC was complicit in Cassisi’s wrongdoing in a manner involving far more moral turpitude than alleged in the amended complaint or on the motion to dismiss (*see* Dkt. 226 at 7). Although not a required element, Cassisi, the Citi employee charged with handling contractors, pleaded guilty to commercial bribery, not plaintiff and, pursuant to the record, it was Cassisi that solicited work from ACC (Dkts. 242, 232).

Nor has Citi shown “*a direct connection* between the illegal transaction” and the entirety of the obligation sued upon such that it is entitled to judgment on all of the contracts and ACC can recover absolutely nothing (*see McConnell v Commonwealth Pictures Corp.*, 7 NY2d 465, 487 [1960])[plaintiff should not recover “the fruit of an admitted crime ‘and no court should be required to serve as paymaster for the wages of crime’”]; *FCI Group, Inc. v City of New York*, 54 AD3d 171 [1st Dept 2008][illegal conduct sued upon had a direct connection to the obligation sued upon since plaintiff attempted to bribe City employees to approve change order requests and was not merely incidental or collateral to plaintiff’s performance under the contract]). Significantly, it is undisputed that ACC had a pre-existing, established relationship with Citi long before Cassisi came onto the scene. Indeed, even some of the work that is the subject of this motion was completed before there was any wrongdoing.

Citi also failed to establish, as a matter of law, that Cassisi’s threats were insufficient to constitute extortion (*see* Dkt. 223 at 4 [“Cassisi’s alleged threats, if proved, would be sufficient to establish extortion (*People v Kacer*, 113 Misc. 2d 338, 346-347 [Sup Ct, NY County 1982])]; Dkt. 245 137-139, 147-160, 175, 204, 215-217, 231).

#### Breach of Agreements

Additionally, Citi has not demonstrated wholesale that, as a matter of law, any breach to the Master Contracts excuses it from paying for all of the work that ACC performed, resulting in forfeiture. Not every breach is of a magnitude that justifies rescission or

forfeiture. Citi has not established that ACC cannot recover on *all* projects and invoices because of any of the alleged breaches cited in its papers.

Nor does Citi's termination of ACC altogether preclude ACC from recovering here. Citi maintains that it terminated its relationship with ACC when, in or around March 2015, it notified ACC to cease work on all projects (Dkt. 244 ¶ 22). Citi also issued the Termination Letter a few months later. ACC urges that the Termination Letter was ineffective with respect to, as relevant to its motion for partial summary judgment, projects 2045, 2171 and 2279 (*see* Dkt. 254) because Citi did not specify the grounds for the breach and therefore did not give ACC sufficient notice or any ability to cure (Dkt. 289 at 16-17, Dkt. 249 118-19 [§18.2.1-4]).

To the extent that Citi argues that the Master Contract was terminated, Citi fails to establish that ACC should not be paid for authorized work performed prior to the termination date. Section 18.2.2 of the General Conditions states that in the event that Citi terminates for cause, it is obligated to pay ACC for project work "properly executed and sums expended . . . as incurred up to the date of termination" (Dkt. 249 at 119). Additionally, Citi has not established termination for cause as a matter of law because the Termination Letter, as it was written, does not establish inadequate or inappropriate performance by ACC for, at a minimum, the projects at issue on ACC's motion.

Citi's cross-motion for summary judgment dismissal of the complaint is therefore denied.

### **ACC's Motion for Summary Judgment**

ACC moves for summary judgment on Citi's affirmative defenses (except for the thirteenth affirmative defense – *see* Dkt 289 at 6 n 2) and on nine particular projects (Dkt. 254 [1867, 2045, 2089, 2128, 2171, 2183, 2225, 2257, 2279]).

#### **Citi's Affirmative Defenses (Dkt. 37)**

The first affirmative defense--the "Amended Complaint fails to state a cause of action"--is dismissed as plaintiff clearly has stated a claim for which relief may be granted.

Based on the founded allegations that ACC falsified business records and participated in bribery, the second affirmative defense--illegality--is not subject to dismissal. Therefore, it is incumbent on ACC on its motion to make a prima facie showing that there is no direct connection between any alleged bribes and the projects for which it seeks recovery. The third, fifth, sixth and eleventh affirmative defenses, which are also based on illegality, are dismissed as duplicative of the second affirmative defense.

The fourth affirmative defense--statute of limitations--is dismissed as ACC established that this action is timely (Dkt. 289 at 25) and Citi has not shown anything to the contrary.

The seventh, eighth, ninth, tenth and twelfth affirmative defenses are based on ACC's alleged failure to comply with contractual requirements. If ACC materially breached the parties' contracts, then it may not be able to recover. These affirmative defenses are not dismissed because ACC has not established their inapplicability to each of the projects for which it seeks recovery. Of course, on its motion, ACC has the burden of showing that it did not materially breach an agreement with Citi that would preclude its recovery.

The fourteenth affirmative defense to the extent that it is based on lien placement or lawsuits is dismissed without opposition. ACC placed liens on the property because it claims it is entitled to be paid for work it performed and Citi did not even address the affirmative defense in its opposition. To the extent this defense is based on breach of the Construction Agreements, it is duplicative of the seventh, eighth, ninth, tenth and twelfth affirmative defenses.

### Judgment on Nine Specific Projects

ACC urges that it is entitled to judgment on nine projects. ACC contends that these nine projects cannot be found to have been connected to any illegality "as these contracts were entered into either before the bribery is alleged to have commenced in late October 2012, or after March 2014, when Citi stripped Cassisi of the authority to award bids or enter into contracts" (Dkt. 289 at 11-12; Dkt. 356 at 6). Additionally, it points out that there is no evidence that the services in these contracts bore any relationship to forged documents and that it did not act as paymaster (Dkt. 330 at 18-19 [no one "could actually point to specific document(s) that were actually falsified"]; Dkt. 313). It asserts that it seeks summary judgment "only for those Projects where Citi issued POs and where ACC submitted Applications or invoices for the work it had done as authorized by the PO, and ACC was not paid in full for the value of the work done" (Dkt. 244 ¶ 26).

Without showing a "direct connection between the illegal transaction" and the work ACC completed, Citi urges that all of the contracts are universally tainted by bribery and that ACC cannot recover for any of the work it performed. (Dkt. 296 ¶ 79 [while "there exist numerous defenses to each of (ACC's) bills . . . , this Court need never reach the merits of each invoice. . ."]; *see* Dkt 330 "Point II"). It also maintains that certain Applications were not approved by Citi's architect and that certain work did not have a PO. Citi further contends that questions of fact remain with respect to the nine contracts because "Citi has paid many of the subcontractors, resulting in reductions of amounts sought by ACC" (Dkt. 330 at 32).

ACC's motion for summary judgment as to nine projects is granted only in part.

### Architect Approval

Citi's argument that ACC is not entitled to payment because of its failure to obtain the architect's approval is rejected. Pursuant to the Mater Contracts, along with Applications

for payment, ACC was required to provide certain information and documentation about the project and its performance. The architect, or a Citi representative would review the Application and accompanying documents and decide whether to certify the Application for payment. Such certification served as a further representation to Citi that the work on a particular project had progressed and was done in accordance with the project documents (Dkt. 247 67-73 §§ 9.4.2, 9.5, 9.10). If on the other hand the architect had an issue with an Application, within 10 days or within 24 hours after the architect's decision not to certify payment, both Citi and ACC were to be notified of the reason in writing (Dkt. 247 68 § 9.5.1). If, for example, the work was substandard, the architect would report it and Citi would internally discuss the defect and possible solutions with the project director, architect and others with specific knowledge, including at times the contractor (Dkt. 235, 63, Dkt. 235, 59:2-5, Dkt. 244 ¶¶13-18, Dkt. 247, 68, Dkt. 235, 63).<sup>2</sup> To the extent that Citi argues that, as a matter of law, there should be no payment on Applications not signed by its architect, that argument is rejected as it is undisputed that ACC was never notified of a reason for the architect withholding certification and the contractual procedure was not followed. In fact, ACC would at times be paid without the architect's signature (Dkt. 235, 97).

#### Projects for which ACC Met its Burden of Proving No Direct Connection Between the Work and Any Illegality

Project 1867: It is undisputed that this project was entered into before Hurricane Sandy, and therefore, before any alleged bribery scheme commenced (Dkt. 244 ¶ 31[c], Dkt. 270 [Acceptance of Project March 23, 2012]). This project was under the control of Mr. Krush, not Cassisi, who approved bids and contractors at 390 Greenwich Street (Dkt. 233, 175:21-25). Citi issued POs and ACC submitted nine Applications. The ninth Application was dated January 20, 2015 and showed a balance of \$168,017.88, after ACC credited Citi with having paid \$73,529.05 directly to subcontractors (Dkt. 244 ¶ 29[a], Dkt. 255, Dkt. 254). ACC also alleges that Citi is not entitled to a \$9,534.35 early-payment discount<sup>3</sup> on Application #7 because it issued the PO two years after ACC completed the work (Dkt.

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<sup>2</sup> To the extent that a refusal to certify is arbitrary and unreasonable, a contractor's right to recover amounts owed for work performed may be justified (*New York & Haven Sprinkler Co. v Andrews*, 62 AD 8 [1<sup>st</sup> Dept 1901][“All contracts which provide that the contract price shall be payable upon the certificate of a third party are subject to the condition that, where the production of such certificate is rendered impossible by an act other than that of the contractor, or where such a certificate is unreasonably withheld or refused, the contractor may recover notwithstanding the fact that no certificate is produced”]).

<sup>3</sup> Pursuant to “payable standards for vendor pay”, Citi would receive a 2% discount for early payments (Dkt. 235 at 69:11-19). When ACC believed that payment was not subject to this discount, it would “claw back” the discount. (*see generally* Dkt. 246 [Purchase Order] at “Terms and Conditions” ¶ 27 [“Discounts”]; Dkt. 249 [GMP 2013] § 10).



355 ¶ 10[a]). In response, Citi did not raise a question of fact as to any connection between the work and bribes or any breach of contract. It simply counters that it should be credited with paying the subcontractors \$73,904.06 and that ACC had no right to “claw-back” \$9,534.35 of the early-payment discount that Citi took (Dkt. 320 ¶ 23).

Summary judgment is granted to ACC on this project in the amount of \$158,108.52, which is the undisputed amount owed on the project after ACC disproved Citi’s affirmative defenses to which it raised no triable issue. The award excludes the \$375.01 disputed difference with respect to the subcontractor payment and the disputed propriety of the \$9,534.35 claw-back in Application #7, both of which may be addressed at trial.

ACC proved that projects 2171, 2225, 2257 and 2279 were not awarded by Cassisi and Citi did not come forward with evidence to the contrary.

Project 2171: This project relates to 390 Greenwich Street, a project under the control of John Krush, not Cassisi (Dkt. 233, 175:21-25). Citi issued a PO on July 2, 2014 and ACC submitted six Applications. The fifth Application was submitted on February 6, 2015 and the sixth Application was submitted on April 30, 2015. After crediting Citi with paying subcontractors \$1,007,316.50, ACC claims a remaining balance of \$207,675.70 (Dkt. 244 ¶29[e], Dkts. 254, 260, 261). This project was included in the Termination Letter. ACC established that it performed without breach. In response, Citi did not address the termination or any “material breach” with respect to this project other than generally invoking that a party involved in any bribery can never recover anything, which has been rejected. This project, moreover, was not awarded or controlled by Cassisi and it is undisputed that the PO and Applications all came after Cassisi lost all authority. Citi urges that it paid subcontractors \$1,052,964.67. (Dkt. 320 ¶ 27). ACC is granted summary judgment and awarded \$162,027.53--the proven amount owed--without prejudice to recovering the difference at trial the disputed issue simply being how much Citi actually paid the subcontractors, which neither party sufficiently proved on this motion.

Project 2225: This project was awarded when Cassisi did not have authority to award projects (Dkt. 244 ¶ 32, Dkt. 274). Citi issued a change order on February 5, 2015, even though work had already been completed. ACC submitted an Application on February 6, 2015 for \$2,167,610.14 (Dkt. 264). After payments to subcontractors by Citi, ACC claims it is owed \$1,205,817.92 (Dkt. 244 ¶29[g], Dkt. 264). Citi urges that it should be credited with paying subcontractors \$1,033,013.10. ACC is awarded summary judgment in the amount of \$1,134,597.04, the proven amount owed without prejudice to ACC recovering the difference at trial the disputed issue simply being how much Citi actually paid the subcontractors, which neither party sufficiently proved on this motion.

Project 2257: This project was awarded after Cassisi no longer had authority to award contracts (Dkts. 275, 276). Citi issued a PO and ACC submitted an Application. ACC

alleges it is owed \$17,452.06 on a change order (Dkt. 244 ¶29[h], Dkt. 265). Citi, does not dispute that there was a change order or that work was completed pursuant to the change order. Rather, it urges that the Application was not notarized. In response, ACC submitted the notarized Application dated September 15, 2014 (Dkt. 351). ACC met its burden and is awarded \$17,452.06.

Project 2279: This project was also awarded after Cassisi was stripped of his authority at Citi (Dkt. 279) and again Citi has failed to raise a triable issue as to any direct connection between this work and illegality. Citi issued a PO and ACC submitted Applications. Two Applications were unpaid totaling \$571,164.24 (Dkt. 244 ¶29[i], Dkts. 266, 267). Citi argues that it did not receive one of the Applications. It does not dispute the amount of the PO or give a reason why full payment is not owed. The Application was submitted as Dkt. 352. There is nothing submitted by Citi disputing these Applications. Accordingly, ACC is awarded summary judgment in the amount of \$571,164.24 on this project.

#### Projects for which ACC Failed to Meet its Burden

Projects 2045, 2089 and 2183: ACC is not entitled to summary judgment on these projects as it has not met its summary-judgment burden of establishing that there was no illegality that would bar recovery. At a minimum, the court has no way of knowing when the projects were awarded. Without knowing when the projects were awarded the court cannot assess whether they could have been procured by bribery. Additionally, ACC admits that for at least a portion of the work performed on project 2045, there was no PO (Dkt. 244 ¶29[b]).

Project 2128: ACC urges that this project was awarded when Cassisi did not have authority to award projects. To show when the project was awarded, they rely on Dkt. 272. That document, however, relates to a different project. Therefore, the court has no way of knowing when this project was awarded and whether it could have a direct relationship to illegality.<sup>4</sup>

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<sup>4</sup> Marcucci's testimony with respect to this project standing alone is insufficient to establish Cassisi was not involved (Dkt 233 at 174:12-25 [nothing in an email indicated that Cassisi was involved in the project]).

**Disposition of Motion and Cross Motion**

Accordingly, it is

ORDERED that plaintiff’s motion for partial summary judgment is GRANTED IN PART to the extent that on projects 1867, 2171, 2225, 2257 and 2279 ACC is awarded \$2,043,349.39 without prejudice to seeking the disputed sums discussed in the decision; and it is further ORDERED that the first, third, fourth, fifth, sixth, eleventh and fourteenth affirmative defenses are dismissed and that in all other regards plaintiff’s motion is DENIED; and it is further

ORDERED that defendant’s cross-motion for summary judgment dismissal of the complaint is DENIED.

It is further ORDERED that the parties are directed to meet and confer and submit a proposed judgment addressing the proper calculation of interest and the \$442,000.00 offset (Dkt. 37 ¶ 18 [Thirteenth Affirmative Defense]) by December 5, 2022. If the parties cannot agree on a judgment, then plaintiff shall e-file and email a Microsoft Word version of a proposed judgment accompanied by a letter not exceeding two-pages explaining its position by December 12, 2022 and defendant shall e-file and email a Microsoft Word counterproposal with a redline and explanatory letter not exceeding two-pages by December 19, 2022. It is further ORDERED that the parties are further directed to meet and confer about engaging a private neutral in an effort to settle this action and are to report back to the court by December 16, 2022.

All email submissions and correspondence shall be addressed to Karen Touaf ([ktouaf@nycourts.gov](mailto:ktouaf@nycourts.gov)).

11/25/2022

DATE

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JENNIFER G. SCHECTER, J.S.C.

CHECK ONE:

CASE DISPOSED

GRANTED

DENIED

NON-FINAL DISPOSITION

GRANTED IN PART

OTHER