2020-01-09

Cornfeld v. Bhuiyan

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK: HOUSING PART L

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ARTHUR CORNFELD and ALAN FISHER,

Petitioners,

Index No. 53558/2016

- against -

DECISION/ORDER

MOHAMMED S. BHUIYAN,

Respondent.

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Present: Hon. Jack Stoller
Judge, Housing Court

Arthur Cornfeld and Alan Fisher, the petitioners in this proceeding ("Petitioners"), commenced this holdover proceeding against the estate of Avonne Keller ("the prior tenant") and Mohammad S. Bhuiyan, the respondent in this proceeding ("Respondent"), seeking possession of 75 East End Avenue, Apt. 14, New York, New York ("the subject premises") on the ground that the prior tenant illegally sublet the subject premises to Respondent and that Respondent's possession of the subject premises was derivative of the prior tenant. Respondent interposed an answer containing a defense that he was entitled to succeed to the tenancy of the prior tenant. The Court held a trial of this matter on December 17, 2017, February 8, 2018, March 6, 2018, March 13, 2018, December 18, 2019, December 19, 2019, December 23, 2019, and December 31, 2019.

Petitioners' case

Petitioners proved that they are the proper party to commence this proceeding; that the subject premises has been subject to the Rent Stabilization Law; that the prior tenant had been the tenant of the subject premises; that the prior tenant died on September 23, 2015 at the age of

91; that the prior tenant had had a renewal lease in effect from October 1, 2014 through September 30, 2016; that Respondent remained in possession of the subject premises; and that Petitioners properly served a predicate notice prior to commencement of this proceeding. Petitioners thus proved their prima facie case.

Petitioners do not dispute that Respondent resided with the prior tenant for two years prior to the prior tenant's passing. The issue for the Court to determine is whether Respondent has proven that he had a non-traditional family relationship with the prior tenant as defined by 9 N.Y.C.R.R. §2520.6(o)(2).

The Surrogate's Court matter

The prior tenant executed a will on September 8, 2014 ("the Will") leaving her entire estate to Respondent. The prior tenant had previously executed a different will on December 23, 2008 ("the Prior Will"), which left half of the estate to the prior tenant's niece ("the prior tenant's niece") and the other half to other family members and charities. The executor of the Prior Will commenced proceedings in Surrogate's Court, captioned at Probate Proceeding, Will of Avonne Eyre Keller, File No. 2015-3847/A (Sur. Ct. N.Y. Co.), and Petition of Reska, File No. 2015-3847/C (Sur. Ct. N.Y. Co.), seeking turnover of the prior tenant's assets from Respondent and seeking a determination that the Will is invalid. The Surrogate's Court rendered a decision on July 12, 2019 ("the Surrogate's Court decision") after a trial.

Respondent argued that the Surrogate's Court decision was against the weight of the evidence and that Petitioner financed the litigation for Petitioner's own ends. Both parties introduced into evidence transcripts of trial testimony from the Surrogate's Court trial. However, no party showed that the Surrogate's Court lacked subject matter jurisdiction over the matter.

Without such a showing, the Surrogate's Court decision is impervious to collateral attack in this proceeding, McLaughlin v. Hernandez, 16 A.D.3d 344, 346 (1st Dept. 2005), and the Court cannot find that the Surrogate's Court should have decided the matter differently.

A party may not relitigate an identical issue decided against that party in a prior adjudication, ABN AMRO Bank, N.V. v. MBIA Inc., 17 N.Y.3d 208, 226 (2011), particularly when the party had a full and fair opportunity to litigate the issue. Matter of Dunn, 24 N.Y.3d 699, 704 (2015). Respondent appeared as a respondent in the Surrogate's Court proceedings and litigated them, not only at trial but in depositions of witnesses, transcripts of which are in evidence of this matter. Accordingly, Respondent had a full and fair opportunity to litigate the issues in the Surrogate's Court matter relevant to this proceeding, and the findings of the Surrogate's Court are preclusive on Respondent.[1]

The Surrogate's Court decision made fact findings, *inter alia*, that the prior tenant and the prior tenant's husband ("the prior tenant's husband") had been married for about sixty years; that they had no biological children; that they maintained relationships with friends and family, including the prior tenant's niece; that Respondent first met the prior tenant and the prior tenant's husband (collectively, "the prior tenants") in 1996 or 1997 while Respondent was working at a vitamin store; that Respondent became an employee of a home health care agency ("the agency")

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[1] The parties and the Court contemplated the effect that the Surrogate's Court matter would have on this case. After a conference during the trial, the Court and the parties marked this matter off-calendar to await the outcome of the Surrogate's Court matter, which accounts for the long time in between two trial days of March 13, 2018 and December 18, 2019. Respondent unsuccessfully moved to stay the resumption of this trial on the basis that he is appealing the Surrogate's Court decision. The pendency of the appeal, however, does not affect the preclusive effect of the decision. Da Silva v. Musso, 76 N.Y.2d 436, 440 (1990), Matter of State of N.Y. v. Richard TT., 127 A.D.3d 1528, 1528-29 (3rd Dept. 2015).

in 2008; that Respondent came to work as a home health aide for the prior tenants on January 15, 2009 through the agency; that the prior tenant's husband initially paid for the services by paying the agency; that the prior tenant's husband terminated his relationship with the agency in June of 2009; that Respondent came to live in the subject premises around that time; and that the prior tenants paid Respondent directly more than $900,000.00 from July of 2009 through September of 2015 as compensation for Respondent's work.

The Surrogate's Court decision made further fact findings, *inter alia*, that Respondent provided the prior tenants with good care over the years; that the prior tenant introduced Respondent as her beloved son or her adopted son; that the prior tenant's husband died in December of 2013; that the prior tenant then expressed an interest in retitling accounts held jointly between the prior tenants in her name alone; that the prior tenant then expressed an interest in adopting Respondent and to draft a new will to do something nice for Respondent; that Respondent was present when the prior tenant made such an inquiry with her tax preparer ("the Tax Preparer"), who had drafted the Prior Will; that the prior tenant also asked the Tax Preparer to request in writing to Petitioner that Petitioner add Respondent to the prior tenant's lease; that Respondent observes the Muslim faith; that the prior tenant converted to Islam herself on March 7, 2014 with the execution of a document; and that a case manager for the program Meals On Wheels ("the case manager") found that the prior tenant trusted Respondent, that they were close, and that Respondent was like a son to the prior tenant.

The Surrogate's Court decision made further fact findings, *inter alia*, that the prior tenant's health declined to the point where she could not use the bathroom, bathe, dress, or take necessary medication without Respondent's assistance; that the prior tenant experienced a

decline of cognitive abilities as of at least 2013; that Respondent answered questions put to the prior tenant on her behalf; that Respondent and the prior tenant consulted with a scholar of Islamic jurisprudence about whether Respondent, as a Muslim, could inherit the prior tenant's estate if she was not Muslim; that the scholar informed them that Respondent could not inherit the prior tenant's estate if she was not Muslim; that, throughout 2014, assets were converted from various accounts into accounts jointly held by the prior tenant and Respondent or accounts where Respondent was named as a beneficiary; that the prior tenant executed powers of attorney authorizing Respondent to act on her behalf; that a case manager found the prior tenant to be confused about amounts of money in her accounts; that the prior tenant and Respondent jointly retained the same attorney to draft the Will;[2] that a bank manager referred Respondent and the prior tenant to Adult Protective Services ("APS")[3] about concerns he had about elder abuse; that APS investigated and found that the allegations of exploitation were unproved; that a cognitive test of the prior tenant for dementia in October of 2014 showed major deficits in areas of executive function and attention; that Respondent wrote a series of post-dated sequential checks drawn on the prior tenant's account, all under $10,000.00, totaling $123,500.00, to help a friend; that the checks were less than $10,000.00, because Respondent wanted avoid reporting requirements that larger withdrawals entail; and that Respondent transferred $5 million from the prior tenant's accounts to accounts in his name only in the five weeks after the prior tenant died.

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[2] This attorney also initially represented Respondent in this proceeding.

[3] APS is a subset of the Human Resources Administration of the City of New York that is charged with providing service to persons who are unable to, *inter alia*, manage their own resources and/or carry out the activities of daily living because of impairments. See Social Services Law §473 *et seq*.

The Surrogate's Court held that the prior tenant suffered significant cognitive deficits in the last two years of her life; that the prior tenant was not strong enough to ward off Respondent's purposeful influence; that Respondent isolated the prior tenant; that Respondent had a substantial role in getting the Will drafted and executed; that it was not necessary to exclude all of the prior tenant's relatives from the Will in order for the prior tenant to do something for Respondent; that Respondent instigated the prior tenant's enmity toward her other family members; that the prior tenant was "vulnerable" and "extremely dependent" on Respondent and "susceptible" to Respondent's "manipulation"; and that the Will was therefore a product of undue influence.

Respondent's evidence of a family relationship

The record contains the following written indicia of a non-traditional family relationship between Respondent and the prior tenant: a letter dated September 3, 2014 that the prior tenant wrote, referring to Respondent as her "adoptive son"; a durable power of attorney dated April 3, 2014 appointing Respondent to act for the prior tenant for deposit accounts at Chase Bank; powers of attorney dated May 6, 2014 and September 16, 2014 appointing Respondent to act for the prior tenant for all purposes; a record at Mount Sinai Hospital dated September 5, 2015 referring to Respondent as the prior tenant's son; a document dated February 20, 2014 appointing Respondent as a beneficiary for the prior tenant's insurance; checks evincing that the prior tenant and Respondent had a joint checking account; a health care proxy dated August 1, 2013 that the prior tenant executed giving Respondent the power to make decisions for her; a letter dated April 1, 2013 from the prior tenant saying she wanted to add Respondent as a dependent; a letter dated September 8, 2014 from the prior tenant to a bank asking to open an account for her and

Respondent as her "adoptive son"; a letter dated December 20, 2013 that the prior tenant wrote to a friend of hers referring to Respondent as her son; a letter dated September 29, 2014 that the prior tenant wrote to Petitioner, asking Petitioner to add Respondent, as her adoptive son, to her lease; an undated letter that the prior tenant left in a Quran stating that she is grateful to God for sending Respondent to her; a letter dated September 8, 2014 from the prior tenant to Con Edison identifying Respondent as her son; and subsequent Con Edison bills for the subject premises addressed to Respondent. Respondent also was the informant on the prior tenant's death certificate.

Respondent's witnesses

The prior tenant's husband's nurse-practitioner ("the Nurse") testified that Respondent lived with the prior tenants; that the prior tenant's husband constantly referred to Respondent as his son; that Respondent fed the prior tenant's husband, washed the prior tenant's husband, and changed the prior tenant's husband's clothes; that Respondent called the prior tenant's husband "Daddy" and the prior tenant "Mommy"; and that Respondent and the prior tenants made constant eye contact, were always smiling, and had a friendly, warm-looking relationship.

An aide for a neighbor of the prior tenants ("the Neighbor's Aide") testified that she lived in the same building as the subject premises ("the Building") from November of 2002 through September of 2010; that she became acquainted with the prior tenants; that Respondent was living in the subject premises at all times; that Respondent called the prior tenants "Mommy" and "Daddy"; that the prior tenant's husband called Respondent "son"; and that the prior tenants loved Respondent.

The super of the Building ("the super") testified that Respondent starting living in the

subject premises with the prior tenants; that he saw Respondent helping the prior tenants; that Respondent called the prior tenant "Mommy"; that the prior tenant dressed like a Muslim woman; and that the prior tenant asked him to remove the prior tenant's niece as an emergency contact.

Respondent testified at the trial, sometimes offering testimony inconsistent with the factfindings of the Surrogate's Court decision. As the Surrogate's Court decision is preclusive on Respondent, as noted above, the Court adopts those findings and only adds herein Respondent's testimony to facts not already determined in the Surrogate's Court decision. Respondent testified that the prior tenants invited him to visit them at the subject premises when they first met; that he took them up on their offer; that they became friends after that; that he visited them about two to three times a year up to 2007; that he only visited the prior tenants once in 2008; that he was once napping in the subject premises when the prior tenant's husband tried to cover him with a blanket and he heard the prior tenant caution the prior tenant's husband against waking Respondent up, a gesture that he felt was tender; that they invited him to move in with them; that he wanted to get an education in health before moving in with them; that he took a course at the agency for five to six months; that he then obtained a license to be a home health aide; that he asked the agency for an assignment in Manhattan; that the agency assigned him to the subject premises by sheer coincidence; that, in 2012, the prior tenants tried to add him as a dependent when they filed taxes; that, when a Muslim service was offered at the funeral of the prior tenant's husband, the prior tenant's niece protested and said that the prior tenant's husband was a Christian; that the prior tenant planned a hadj in 2016; that the prior tenant wore a hijab in a passport photo that she took for that purpose; that Respondent accompanied the prior tenant to

hospital visits; and that the prior tenant asked around at a local mosque for someone who could be Respondent's wife.

Respondent testified on cross-examination that from the 1990s through 2007 he visited the prior tenants once or twice a year; that from January of 2008 through January of 2009 he did not see the prior tenants or speak with them; that he did not know that the prior tenant's husband was hospitalized in 2008; that the prior tenants were in their mid-80s as of 2009; that the agency was his employer in 2008; that he wanted to be assigned to Manhattan so he could be closer to the prior tenants; that he told the prior tenants that they had a son; that he started working directly for the prior tenants in July of 2009, although the work he did for them at that point was the same as when he worked for the prior tenants through the agency before July of 2009; that he has four children; that he does not remember the age of his children; that the prior tenants never asked him about his children and he never told them that he had children; that he has six siblings; that the prior tenants never met his siblings; that he was married; that he did not tell the prior tenants about his wife, even when the prior tenant talked about finding Respondent a wife; that he was separated from her but not legally divorced until after the prior tenant died; that the prior tenant bought a burial plot next to the prior tenant's husband; that he was responsible for the prior tenant's burial arrangements; that he did not have the prior tenant buried next to the prior tenant's husband because the prior tenant changed her mind and wanted to be buried in a Muslim cemetery; that he did not notify the prior tenant's friends and family members when she died; and that none of the prior tenant's family member attended her funeral.

Petitioner introduced into evidence an affidavit that Respondent filed in Surrogate's Court that stated that the estate of the prior tenant had less than $30,000.00. Respondent testified

on cross-examination that he did not think that this was false even though there was $45,000.00 in cash in the subject premises because he thought the $45,000.00 was his money and because he thought that the money in various accounts was his because the accounts were joint accounts with him and the prior tenant.

On cross-examination of Respondent, Petitioner introduced into evidence bank records that showed a substantial number of checks written by the prior tenant payable to Respondent,[4] and checks payable to "Tasnim Enterprises."[5] Respondent testified on cross-examination that the checks that were payable to him were actually for the prior tenant's use, as he would bring cash from the checks to the subject premises; that in July of 2015 he brought checks to the hospital where the prior tenant was hospitalized so that the prior tenant could sign the checks; that "Tasnim Enterprises" was the prior tenant's accountant, headed by a friend of his; and that the prior tenant had the idea to make checks payable to Tasnim Enterprises less than $10,000.00. Petitioner's attorney read into the record Respondent's deposition testimony that contradicted that statement. Respondent testified on cross-examination that one check made payable to him for $6,540.00 was made on September 23, 2015, the day that the prior tenant died, and that, six days later, on September 29, 2015, he transferred $1.8 million from the joint account he had with

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[4] There were checks dated August 22, October 30, November 7, and November 13 of 2014 at $5,640.00 each; a check dated November 15, 2014 for $2,000.00; a check dated November 2, 2014 for $3,640.00; checks dated on December 13 and 24 of 2014, and January 8 and 22, February 4 and 20, March 6 and 20, April 3 and 17, May 1 and 14 and two on May 29, June 25, July 6, 10, and 28, two on August 7, August 14, 20, and 27, and September 4, 11, 12, and 23 of 2015, all at $6,540.00 each, and checks dated June 24, two on August 29, and one on August 9 of 2015 all at $9,000.00 each, a total of $234,240.00.

[5] There is one check dated March 4, 2015 for $350.00, and checks dated May 2, 8, 15, 22, and 30, June 2, 6, 12, 15, 18, 22, and 27, and one check dated August 10, all of 2015 and all at $9,500.00 each, a total of $123,850.00.

the prior tenant to his personal account.

Respondent testified on redirect examination that from January of 2008 through January of 2009, he tried to call the prior tenants four, five, or six times; that in 2008 he was busy with home health aide classes, five days a week during business hours; that he opened a store of his seven days a week during 2008; that he did not invite the prior tenant's niece to the prior tenants's funeral because the prior tenant's niece had protested that the prior tenant's husband shouldn't be buried as a Muslim; and that checks payable to him were in his handwriting because the prior tenant didn't feel well and asked him to write out checks for her.

Petitioner's witness

The Tax Preparer testified that Respondent was the prior tenants' health care worker and caretaker; that the prior tenant's husband referred to Respondent as a health care worker or health care aide; that the prior tenants called Respondent by his first name; that Respondent called them "Mr. Keller" and "Mrs. Keller"; and that Respondent called the prior tenant "Mommy" after the prior tenant's husband died. The Tax Preparer testified on cross-examination that he was a co-executor of the Prior Will; that he would earn a fee of about fifty thousand dollars if he remained executor; that he pled guilty to a felony for filing a false tax return for himself and his domestic partner; that he went to the subject premises about two to three times per year; that, after the prior tenant's husband died, he spoke with the prior tenant about her obtaining a passport; and that the prior tenant asked him about adopting Respondent. The Tax Preparer testified on redirect examination that he has no pecuniary interest in either this matter or the Surrogate's Court matter, particularly as his felony conviction rendered him ineligible to be an executor to a will.

Discussion

The codification of the holding in the landmark decision Braschi v. Stahl Assocs. Co., 74 N.Y.2d 201 (1989) in the Rent Stabilization Code establishes criteria for finding a non-traditional family relationship: longevity of the relationship; mutual reliance for payment of expenses and necessities; intermingling of finances, shown as a matter of example by joint bank accounts; engaging in family-type activities like attending family functions together; formalizing of legal obligations by means such as naming one another as beneficiaries in wills and/or executions of powers of attorney; holding themselves out as family members to other family members, friends, community members, and religious institutions; reliance on each other for daily family services or functions; and other manifestations of a long-term emotionally-committed relationship. 9 N.Y.C.R.R. §2520.6(o)(2)(i)-(viii).

A casual review of these criteria shows that Respondent easily meets most of them. Respondent and the prior tenant held joint bank accounts, the prior tenant named Respondent in the Will, the prior tenant executed a number of instruments appointing Respondent as her attorney-in-fact, the prior tenant referred to Respondent as her son in a number of documents sent to various entities, and disinterested witnesses, in particular the Neighbor's Aide, testified to a warm relationship between the prior tenants and Respondent, with Respondent referring to the prior tenants and "Mommy" and "Daddy."

However, evaluation of a non-traditional family succession claim is not an exercise of "check[ing] off which factors ... [R]espondent has successfully proven...." Lamarche v. Miles, 234 N.Y.L.J. 88 (Civ. Ct. Kings Co. 2005). As 9 N.Y.C.R.R. § 2520.6 (o)(2) specifically states that no single factor shall be solely determinative, "[t]he factors listed in the statute to consider in

making the determination, such as sharing expenses and intermingling finances, are merely suggestions and not requirements." Wiener Mgmt. Co. v. Trockel, 192 Misc.2d 696, 703 (Civ. Ct. Queens Co. 2002). "[T]he totality of the relationship as evidenced by the dedication, caring and self sacrifice of the parties ... should, in the final analysis, control." Braschi, supra, 74 N.Y.2d at 213. See Also Matter of 530 Second Ave. Co., LLC v. Zenker, 160 A.D.3d 160, 163 (1st Dept. 2018)(the "totality" of evidence controls a determination of the emotional and financial commitment necessary to prove a non-traditional family relationship).

One of the indicia of a non-traditional family relationship is that the household members attend family functions together. 9 N.Y.C.R.R. §2520.6(o)(2)(iv). Not only did the record contain no evidence of that, but the Surrogate's Court found that Respondent "instigated" the prior tenant's enmity toward the rest of her family. Respondent's isolation of the prior tenant from the rest of her family underscores the problem with a superficial application of the Braschi criteria to the particular facts of this case.

The Surrogate's Court held that the Will was a product of Respondent's undue influence. The Will therefore cannot evince the kind of "emotional and financial commitment and interdependence" that the Braschi criteria are intended to show. 9 N.Y.C.R.R. §2520.6(o)(2). The Court draws the inference that the various powers of attorney and establishment of joint bank accounts, all procured in 2013 and 2014, when the Surrogate's Court found that the prior tenant was in a state of cognitive decline, similarly do not show "emotional and financial commitment and interdependence."

The record still contains undisputed expressions of affection of the prior tenant toward Respondent, both in notes that she wrote and according to the credible testimony of disinterested

witnesses. The Court considers this evidence in the following context.

The Surrogate's Court decision found, and the evidence adduced herein proves, that Respondent first became seriously involved in the prior tenants' lives in January of 2009, when he worked for the agency, which assigned him to the subject premises in the capacity of a home health aide. Although the prior tenants terminated their relationship with the agency six months later, Respondent testified that he continued to provide the same services to the prior tenants after that termination as before it, and the record amply supports the proposition that the prior tenants compensated Respondent for those services.

A home health aide is a fiduciary of the home health aide's client, particularly when the age and physical condition of the client puts the home health aide in a position of trust regarding the client's care and finances. Mazza v. Fleet Bank, 16 A.D.3d 761, 762 (3rd Dept. 2005). Even assuming *arguendo* that Respondent were to prevail in his dispute with the characterization of him as a "home health aide," the acceptance of responsibility with respect to the aged and infirm who, for substantial consideration availed themselves of the custodial care, resulted in the creation of a fiduciary relationship. Gordon v. Bialystoker Ctr. & Bikur Cholim, Inc., 45 N.Y.2d 692, 698-99 (1978). Indeed, the relationship between caretakers of the aged and their clients "is totally comparable to the attorney-client, patient-physician, patient-nurse, or cleric-parishioner relationships." In re Estate of Arnold, 125 Misc.2d 265, 269-70 (Sur. Ct. Bronx Co.1983). Significantly, the hallmark of a fiduciary relationship is "de facto control and dominance." Doe v. Roman Catholic Diocese of Rochester, 12 N.Y.3d 764, 765 (2009), Marmelstein v. Kehillat, 11 N.Y.3d 15, 21 (2008). The record herein, in particular the utter dependence of the prior tenant on Respondent, shows such de facto control and dominance, particularly given Respondent's

status as a "legatee who is the decedent's sole live-in caregiver and who is otherwise unrelated to decedent...." Matter of Blaukopf, 23 Misc.3d 1103(A)(Sur. Ct. Nassau 2009), *aff'd*, 73 A.D.3d 1040, 1041 (1st Dept. 2010).

A fiduciary owes a duty of undivided and undiluted loyalty to those whose interests the fiduciary must protect. Matter of Wallens, 9 N.Y.3d 117, 122 (2007), Matter of Billmyer, 142 A.D.3d 1000, 1001 (2nd Dept. 2016), thus obligating the fiduciary to put the interests of the beneficiary first, ahead of the fiduciary's self interest, and to refrain from exploiting the relationship for the fiduciary's personal benefit. Deutsche Bank Nat'l Tr. Co. v. Sidden, 55 Misc.3d 872, 874 (S. Ct. Queens Co. 2017). As noted above, the Surrogate's Court held that Respondent "manipulat[ed]" the prior tenant, resulting in the Will, leaving the entirety of a multi-million dollar estate to Respondent, a product of undue influence. The Surrogate's Court finding of undue influence means that Respondent's influence on the prior tenant amounted to a "moral coercion," which restrained the prior tenant's independent action and destroyed her free agency. Bazigos v. Krukar, 140 A.D.3d 811, 813 (2nd Dept. 2016).

The Court cannot consider the prior tenant's feelings outside the context of Respondent's abuse of his fiduciary duties to the prior tenant for his personal benefit. Families come in all incarnations, shapes, and sizes, and "emotional commitment" and "emotional interdependence" can look like a lot of things, but "emotional commitment and interdependence" do not look like fiduciaries "manipulating" clients for their personal benefit, even if an effect of such conduct is the prior tenant's affection for Respondent.

Accordingly, Respondent has not proven by a preponderance of the evidence that he had a relationship with the prior tenant characterized by emotional and financial commitment and

interdependence. The Court therefore dismisses Respondent's defenses. The Court awards Petitioner a final judgment of possession. Issuance of the warrant of eviction is permitted forthwith, with execution thereof is stayed through February 10, 2020 for Respondent to vacate. On default, the warrant may execute on service of a marshal's notice.

The parties are directed to pick up their exhibits within thirty days or they will either be sent to the parties or destroyed at the Court's discretion in compliance with DRP-185.

This constitutes the decision and order of this Court.

Dated: New York, New York
January 9, 2020

HON. JACK STOLLER
J.H.C.