2023-01-04

THE STUYVESANT TOWN - PETER COOPER VILLAGE TENANTS' ASSOCIATION v. BPP ST OWNER LLC

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 43

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THE STUYVESANT TOWN - PETER COOPER VILLAGE TENANTS' ASSOCIATION, SUSAN STEINBERG, BETH ROSNER, STEVEN NEWMARK, RORY O'CONNOR, JODI STRAUSS,

Plaintiff,

- v -

BPP ST OWNER LLC,BPP PCV OWNER LLC,CITY OF NEW YORK, NEW YORK CITY HOUSING DEVELOPMENT CORPORATION, STATE OF NEW YORK HOMES AND COMMUNITY RENEWAL,

Defendant.

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INDEX NO. 152397/2020

MOTION DATE 06/16/2022

MOTION SEQ. NO. 003

DECISION + ORDER ON MOTION

HON. ROBERT R. REED:

The following e-filed documents, listed by NYSCEF document number (Motion 003) 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 75, 78, 79, 80, 87, 88, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 102, 111, 116, 117 were read on this motion for JUDGMENT - SUMMARY

This declaratory judgment action follows a heavily litigated 2007 rent overcharge action ("the *Roberts* action")[1] that was originally resolved by a judgment that this court (Lowe, J.) entered on April 10, 2013 ("the *Roberts* judgment") (*see* notice of motion, motion seq. no. 003, exhibit 11, NYSCEF doc. no. 52). That matter was subsequently restored to the calendar by an April 14, 2020 court order (Ostrager, J.), which directed that the two actions be heard jointly[2] (*id.*, exhibit 15, NYSCEF doc. no. 56).

[1] The *Roberts* action produced one of the Court of Appeals' most significant rulings on the scope of Rent Stabilization Law (RSL) protection (*Roberts v Tishman Speyer Props., L.P.*, 13 NY3d 739 [2009]).

[2] The two actions were, however, not consolidated. *See* exhibit 15 (NYSCEF document 56).

The *Roberts* judgment (entitled "Order and Final Judgment Approving Settlement and Payment of Administrative Fees and Costs and Awarding Attorneys' Fees and Expenses and Incentive Awards") incorporated certain terms of a settlement agreement that parties to that action had previously reached ("the *Roberts* settlement") (*see* notice of motion, motion seq. no. 003, exhibit 11, NYSCEF doc. no. 52). Subparagraph (9) (j) of the *Roberts* judgment is relevant to this motion and provides as follows:

> "*A Unit shall not be subject to the RSL or RSC after the expiration of the lease for that Unit in effect when the Complex in which the Unit is located no longer receives benefits under the J-51 program (that is, June 30, 2020 or such earlier date as permitted by law*) regardless of whether any prior lease or lease renewal pertaining to the Unit contained a notice pursuant to RSL § 26-504 (c), known as a 'J-51 Rider'"

(id. [emphasis added]).

Defendants BPP ST Owner LLC and BPP PCV Owner LLC (BPP) purchased the properties that are the subject of this action (the Stuyvesant Town and Peter Cooper Village complexes located at East 14th Street and First Avenue in the County, City and State of New York) on December 18, 2015, after their previous owners had lost them in foreclosure (*see* notice of motion, motion seq. no. 003, Kalish aff ¶¶ 2-4, NYSCEF doc. no. 39). The plaintiffs in this action are officers and members of the tenants' associations of both complexes ("plaintiffs")(*see* verified complaint ¶¶ 20-24, NYSCEF doc. no. 1). They are distinct from the class of tenants who were the plaintiffs in the *Roberts* action.

Contemporaneous with their purchase of the complexes, BPP executed a regulatory agreement with the New York City Housing Development Corporation (HDC) that established an "Affordable Housing Regime" to govern the rental of certain apartments ("the BPP regulatory agreement")(*see* notice of motion, motion seq. no. 003, exhibit 1, NYSCEF doc. no. 40). Subparagraph 3.12 of the BPP regulatory agreement provides as follows:

> "3.12 Applicability of Rent Stabilization. Any Affordable Units subject to Rent Stabilization on the date of this Agreement will continue to be subject to Rent Stabilization unless and until such Units are deregulated pursuant to the terms of applicable law. Once an Affordable Unit is deregulated pursuant to the terms of applicable law, HDC does not intend to subject such Affordable Unit to any regulation other than the restrictions contained in this Agreement (unless HDC, in HDC's discretion, and the Owner, in the Owner's discretion, enter into a future agreement providing for further affordability). *If, at any time, applicable law would allow the deregulation of any Unit (including any Affordable Unit) from Rent Stabilization, then the Owner may elect to deregulate such Unit from Rent Stabilization, but if the Unit is an Affordable Unit, it shall remain subject to the restrictions of this Agreement*"

(id. [emphasis added]).

June 14, 2019 was the effective date of the Housing Stability and Tenant Protection Act of 2019 ("HSTPA"). Part D of the HSTPA repealed Rent Stabilization Law ("RSL") §§ 26-504.1, 26-504.2 and 26-504.3 -- the provisions of the RSL which had previously authorized "high-rent" and "high-income" luxury deregulation procedures for rent stabilized apartments.

On March 6, 2020, plaintiffs commenced this action by filing a summons and complaint that sets forth causes of action for: 1) a declaratory judgment; and 2) a permanent injunction (*see* complaint, NYSCEF doc. no. 1). On July 8, 2020, BPP filed an answer with affirmative defenses and an undesignated counterclaim[3] for declaratory relief (*see* answer, NYSCEF doc. no. 28). Discovery ensued. On March 22, 2021, the court (Ostrager, J.) granted a motion to dismiss this action against the co-defendants City of New York, New York City Housing Development Corporation and the New York State Division of Housing and Community Renewal i/s/h/a State of New York Homes and Community Renewal on consent (motion seq. no. 001, NYSCEF doc. no. 110).

[3] BPP's answer does not include a counterclaim for a declaratory judgment; however, it does request one in the answer's prayer for relief (*see* answer, NYSCEF doc. no. 28) at 17, ¶ (ii).

On August 20, 2020, BPP submitted the instant motion for summary judgment on their undesignated counterclaim for declaratory relief (*see* notice of motion, NYSCEF doc. no. 37). Plaintiffs submitted a cross motion for summary judgment on the entire complaint on October 15, 2020 (*see* notice of cross motion, NYSCEF doc. no. 61). On December 2, 2020, the court (Ostrager, J.) issued a decision granting the New York State Attorney General's (AG) motion for leave to file an amicus curiae brief in opposition to BPP's summary judgment motion (motion seq. no. 004, NYSCEF doc. no. 89).

DISCUSSION

A party moving for summary judgment bears the burden of proving, by competent, admissible evidence, that no material and triable issues of fact exist (*see e.g.*, *Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853 [1985]; *Sokolow, Dunaud, Mercadier & Carreras v Lacher*, 299 AD2d 64, 70 [1st Dept 2002]). Once the moving party does so, the burden shifts to the party opposing the motion to produce evidentiary proof, in admissible form, sufficient to establish the existence of material issues of fact which require a trial of the action (*see e.g.*, *Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]; *Pemberton v New York City Tr. Auth.*, 304 AD2d 340, 342 [1st Dept 2003]). As noted, BPP seeks summary judgment on its undesignated counterclaim, while plaintiffs cross-move for summary judgment on both causes of action in their complaint. The court will consider each claim in turn.

Plaintiffs' First Cause of Action

Declaratory judgment is a discretionary remedy which may be granted "as to the rights and other legal relations of the parties to a justiciable controversy whether or not further relief is or could be claimed" (CPLR 3001; *see e.g.*, *Jenkins v State of N.Y., Div. of Hous. & Community Renewal*, 264 AD2d 681 [1st Dept 1999]). Here, BPP moves for a declaration "to Enforce [the

Roberts] Judgment Approving the *Roberts* Settlement Agreement" (*see* notice of motion, NYSCEF doc. no. 37). Plaintiffs cross-move for a declaration that "the RSL and ETPA [Emergency Tenant Protection Act of 1974] will continue to apply to all apartments within ST-PCV so long as they were recognized as being subject to the RSL and ETPA on June 14, 2019 by virtue of the HSTPA [Housing Stability and Tenant Protection Act of 2019]" (*see* complaint, ¶ 66, NYSCEF doc. no. 1). Both proposed declarations seek determinations regarding the rent regulated status of the apartments located in the Stuyvesant Town and Peter Cooper Village building complexes. It has long been the rule that, in an action for declaratory judgment, the court may properly determine respective rights of all affected parties under a lease (*see e.g.*, *Leibowitz v Bickford's Lunch Sys.*, 241 NY 489 [1926]). Because this case presents just such a scenario, declaratory judgment is the appropriate vehicle for resolving the parties' dispute.

BPP raises two arguments to justify the declaration that it requests, one contractual/statutory and the other constitutional. The former asserts that BPP "may deregulate the *Roberts* units pursuant to this court's order and final judgment approving the settlement agreement," i.e., the *Roberts* judgment (*see* defendants' memorandum of law at 8-14, NYSCEF doc. no. 38). BPP specifically avers that (1) the *Roberts* judgment "is enforceable and requires that the *Roberts* units 'shall' be deregulated"; and (2) that "no contrary authority compels this court to disregard" the *Roberts* judgment (*id.*). Plaintiffs respond that "the plain text and intent of the HSTPA continues protections for all units at the complexes that were subject to stabilization on June 14, 2020," and that the *Roberts* judgment "does not preclude the application of future rent and eviction protections" (*see* plaintiffs' memorandum of law at 8-14, NYSCEF doc. no. 64). The AG further argues that the *Roberts* judgment "contemplated future deregulation pursuant to then-existing law but did not contain an independently enforceable

agreement to deregulate" and that "there is no statutory authority for the deregulation of the subject apartments" (*see* amicus curiae memorandum at 9-16, NYSCEF doc. no. 83). Having reviewed these arguments, the court concludes that BPP's arguments are based on a misconception of the law, while the other parties correctly interpret the applicable statutory and contractual provisions.

Subparagraph (9) (j) of the *Roberts* judgment, reproduced above, was abrogated when the HSTPA became effective on June 14, 2019, and Section D thereof repealed the "high rent" and "luxury" deregulation procedures that had been contained in the RSL and RSC (Rent Stabilization Code) previously. When the buildings in the Stuyvesant Town and Peter Cooper Village complexes that were enrolled in the "J-51" real estate tax abatement program exited that program on June 30, 2020, any apartments in those buildings which had been made rent stabilized by virtue of said enrollment remained rent stabilized because the law no longer permitted their deregulation. BPP cannot rely on the portion of the *Roberts* settlement that adopted subparagraph (9) (j) of the *Roberts* judgment as a separate basis for deregulation. RSC (9 NYCRR) §2520.13 provides that "[a]n agreement . . . to waive the benefit of any provision of the RSL or this Code is void" (*see e.g., River Tower Owner, LLC v 140 W. 57th St. Corp.*, 172 AD3d 537, 538 [1st Dept 2019], citing *Drucker v Mauro*, 30 AD3d 37, 39 [1st Dept 2006]). Pursuant to that rule, subparagraph (9) (j) of the *Roberts* judgment became void on June 14, 2019.[4]

[4] BPP's cites the Court of Appeals' holding in *Borden v 400 E. 55th St. Assoc., L.P.* (24 NY3d 382 [2014]) to support the contention that RSC 9 NYCRR §2520.13 authorizes the deregulations that BPP seeks (*see* defendants' mem of law at 11-14 (NYSCEF document 38). It does not. That case held that an agreement wherein class action plaintiffs waived their rights to seek treble damages for rent overcharges did not violate NYCRR §2520.13 because New York law bars treble damages in all class action suits. There was no waiver of the RSL because there was no legally recognized right to waive. *Borden* did not establish any exemptions to NYCRR §2520.13, nor did it promulgate a test or a list of criteria by which to assess whether or not a private contract might fall within such an exemption. BPP's argument that it did has no support in the caselaw. Therefore, the court rejects it.

Accordingly, the court rejects BPP's contentions that the *Roberts* judgment "is enforceable" and that "no contrary authority compels this court to disregard" its deregulation provision.

BPP also argues that a declaration that those apartments are now ineligible for deregulation would violate "the bargain that was struck and approved by" the *Roberts* judgment (*see* defendants' memorandum of law at 9, NYSCEF doc. no. 38). This claim is contradicted by the "savings clause" set forth in paragraph 40 of the *Roberts* judgment, which provides as follows:

> "*If, in the future, New York State enacts any legislation that modifies the terms or interpretation of the RSL or RSC or any other law, code or regulation, that would affect the remedies available to tenants who rented Units at the Complexes that were luxury deregulated during a period that the Complexes participated in the J-51 Program (an "Enactment"), the terms of the Settlement as contained in this Stipulation will be adjusted to be in conformity with such Enactment if it would:... (d) curtail the current or future rent-stabilization status of any of the Units*, provided, however, that if the Enactment becomes law after the Order and Final Judgment Date, Defendants will not be entitled to recover or offset any payments or disbursements that are to be made under paragraph 10 above"

(*see* notice of motion, exhibit 7, NYSCEF doc. no. 48 [emphasis added]). This provision memorializes both the understanding of the parties to the *Roberts* settlement (adopted in the *Roberts* judgment) that the RSL and RSC might be modified, and their agreement to modify the *Roberts* settlement agreement to conform to any statutory modifications that might be made.

Further, the settlement agreement specifically contemplated statutory changes that might affect "*Roberts* deregulated apartments"; i.e., units that were improperly deregulated while their buildings were enrolled in the "J-51" program. This plain contractual language discredits BPP's contention that the changes wrought by the HSTPA were so unforeseen as to abrogate the *Roberts* settlement. The *Roberts* settlement specifically provided for such an eventuality. Therefore, the court rejects BPP's contention that such eventuality was unexpected or unfair.

BPP also raises an issue of contractual interpretation centered on the mandatory language used in subparagraph (9) (j) of the *Roberts* judgment ("A Unit *shall not* be subject to the RSL or RSC . . .") (*see* defendants' memorandum of law at 9, NYSCEF doc. no. 38). However, this amounts to a semantic "red herring." It does not matter whether a contractual clause uses mandatory or permissive language if that clause is void and unenforceable. Therefore, the court rejects this argument.

BPP finally asserts that the RSL contemplates deregulation under these circumstances: specifically, the portion of RSL §26-504 (c) which states that "if [a] dwelling unit would have been subject to [rent stabilization] . . . in the absence of this subdivision, such dwelling unit shall, upon the expiration of [J-51] benefits, continue to be subject to [the RSL] . . . to the same extent and in the same manner as if this subdivision had never applied thereto" (*see* defendants' memorandum of law at 14-15, NYSCEF doc. no. 38). BPP's argument appears to take the final portion of the last sentence ("*as if this subdivision had never applied thereto*") out of context to support the assertion that deregulation is mandated whenever an apartment "would not have been" rent stabilized but for its' building's enrollment in the J-51 program (*id.*). This assertion ignores the text of RSL §26-504 (c). The statute recognizes that a building's enrollment in the "J-51" real estate tax abatement program will render its apartments rent stabilized as a matter of law for the duration of the building's enrollment, but provides that any units which were rent stabilized before said enrollment shall remain rent stabilized after the enrollment period ends (*see Matter of Regina Metro. Co., LLC v New York State Div. of Hous. & Community Renewal*, 35 NY3d 332, 361 [2020]; *Matter of Bramwell v New York State Div. of Hous. & Community Renewal*, 147 AD3d 556, 556 [1st Dept 2017]; *Matter of Schiffren v Lawlor*, 101 AD3d 456, 457 [1st Dept 2012]). The sentence fragment that BPP cites simply refers to the statute's recognition

of the rent-stabilizing effect of J-51 enrollment. It does not imply the existence of an automatic deregulation mandate that goes into effect upon the expiration of enrollment. The permissible circumstances for deregulation were set forth in RSL §§26-504.1, 26-504.2 and 26-504.3, all of which were repealed by the HSTPA on June 14, 2019. RSL §26-504 (c) itself does not concern deregulation. Therefore, the court rejects this final aspect of BPP's contractual/statutory argument. Having done so, the court concludes that BPP's contractual/statutory argument does not provide any support for the declaratory relief that it requests.

BPP's second argument is that "failure to enforce the [*Roberts*] Judgment . . . would violate the United States and New York State Constitution:" specifically, the Due Process Clause of the Fourteenth Amendment and the Contracts Clause of Article I (*see* defendants' memorandum of law at 15-20, NYSCEF doc. no. 38). However, neither basis of BPP's constitutional argument is tenable.

BPP's due process argument is based on the premise that to disallow the deregulation of plaintiffs' apartments herein would involve an improper "retroactive application" of the HSTPA to the *Roberts* judgment (*see* defendants' memorandum of law at 16-18, NYSCEF doc. no. 38). This premise is incorrect. The apartments in question had never been deregulated and were subject to rent stabilization protection through June 30, 2020 as a result of their buildings' enrollment in the "J-51" program. Nor did BPP ever acquire a vested right to deregulate them. As the *Roberts* settlement's savings clause (discussed *supra*) makes clear, BPP's ability to deregulate the subject apartments was always subject to possible future legislative enactments, such as the HSTPA (*see* notice of motion, exhibit 7, NYSCEF doc. no. 48). The Court of Appeals has rejected the contention that a scenario like the one at bar involves an impermissible "retroactive application" of the statute. It specifically held that Part D of the HSTPA, which

repealed the TSC's "luxury" and "high rent" deregulation procedures, is a portion of the statute that is "almost entirely forward-looking" in its effect and therefore does not offend principles of due process (*Matter of Regina Metro. Co., LLC v New York State Div. of Hous. & Community Renewal*, 35 NY3d at 373). Deregulation simply ceased to be permissible on June 14, 2019 and the statutory mechanism for deregulation has never been revived. Therefore, the court rejects BPP's "retroactivity" due process argument as unfounded.

BPP's contracts clause argument is also based on a faulty legal premise. BPP asserts that "courts employ a two-step test to determine whether a state law goes too far under the Contracts Clause." In fact, however, the test for constitutionality involves the analysis of three factors (*see* defendants' memorandum of law at 19-20, NYSCEF doc. no. 38). As plaintiffs correctly note, the United States Court of Appeals for the Second Circuit has held that:

> "To determine if a law trenches impermissibly on contract rights, we pose three questions to be answered in succession: (1) is the contractual impairment substantial and, if so, (2) does the law serve a legitimate public purpose such as remedying a general social or economic problem and, if such purpose is demonstrated, (3) are the means chosen to accomplish this purpose reasonable and necessary. . . . We also consider the level of deference to give to a legislature's determination that a law was reasonable and necessary"

(Buffalo Teachers Federation v Tobe, 464 F3d 362, 368 [2d Cir 2006] [internal citations omitted]).

Regarding the second of these factors, the Second Circuit has more recently observed that:

> ". . . state laws that impair an obligation under a contract do not necessarily give rise to a viable Contracts Clause claim . . . [and] the interdiction of statutes impairing the obligations of contracts does not prevent the State from exercising such powers as are vested in it for the promotion of the common weal or are necessary for the general good of the public. Even when a state law substantially impairs a contractual obligation, it does not trench impermissibly on contract rights if it serves a legitimate public purpose through means that are reasonable and necessary"

(*Donohue v Cuomo*, 980 F3d 53, 78 [2d Cir 2020][internal citations and quotation marks omitted]).

Yet more recently, a federal district judge sitting in the Eastern District of New York specifically held that "[n]o precedent binding on this Court has ever found any provision of a rent-stabilization statute to violate the Constitution, and even if the 2019 amendments [i.e., the HSTPA] go beyond prior regulations, 'it is not for a lower court to reverse this tide,'" and "[a]ccordingly, the Court grants Defendants' motions to dismiss the facial challenges under the Takings Clause, the as-applied claims alleging physical takings, the due-process claims, and the Contracts Clause claims" (*Community Housing Improvement Program v City of New York*, 492 FSupp3d 33, 38 [EDNY 2020][Komitee, J.]). In deference to the Second Circuit's constitutional analysis, and with due regard for Judge Komitee's comments in *Community Housing Improvement*, the court concludes that BPP is unable to demonstrate the existence of the second of the three Contracts Clause analysis factors. As a result, BPP's contracts clause argument fails as a matter of law -- the court rejects it on that ground. The court thus determines that neither of BPP's constitutional arguments provides any support for the declaratory relief that it requests. Accordingly, BPP's motion is denied.

In light of the foregoing, the court consequently finds that plaintiffs are entitled to the declaration they seek, i.e., that the *Roberts* judgment and the *Roberts* settlement (which the judgment incorporates) do not authorize the deregulation of plaintiffs' apartments since they

were partially abrogated by the HSTPA's enactment on June 14, 2019 before said apartments would have been eligible for deregulation. Accordingly, the court grants so much of plaintiffs' cross motion as seeks summary judgment on their first cause of action for declaratory relief.

Plaintiffs' Second Cause of Action

Plaintiff's second cause of action seeks a permanent injunction "enjoining [BPP] from undertaking any action inconsistent with the rights declared under the First Cause of Action - namely that the RSL and ETPA will continue to apply to all apartments within ST-PCV so long as they were recognized as being subject to the RSL and ETPA on June 14, 2019 by virtue of the HSTPA" (*see* complaint ¶ 70, NYSCEF doc. no. 1). Under New York law, "a claim for 'permanent injunction' . . . is a remedy for an underlying wrong, not a cause of action" (*Talking Capital LLC v Omanoff*, 169 AD3d 423, 424 [1st Dept 2019], citing *Reuben H. Donnelley Corp. v Mark I Mktg. Corp.*, 893 F Supp 285, 293 [SDNY 1995]). In this case, plaintiffs' claim for injunctive relief relates to their declaratory judgment cause of action, discussed *supra*. A plaintiff seeking a permanent injunction must establish "'a violation of a right presently occurring or threatened and imminent'" (*Lemle v Lemle*, 92 AD3d 494, 500 [1st Dept 2012], quoting *Elow v Svenningsen*, 58 AD3d 674, 675 [2d Dept 2009]; *see also Simon v FrancInvest, S.A.*, 178 AD3d 436, 438 [1st Dept 2019]). The facts of this case show that plaintiffs are clearly entitled to the injunction that they seek, since it is evident that BPP intends to deregulate certain of plaintiffs' rent stabilized apartments with no legal justification for doing so. Nevertheless, plaintiffs' moving papers do not raise any arguments concerning their claim for a permanent injunction. BPP's and the AG's papers are similarly devoid of any discussion of injunctive relief. The court is loath to issue a permanent injunction without counsels' input.

As a result, the court the court directs plaintiffs' counsel to submit a proposed judgment setting forth the proposed text of both the declaration and the permanent injunction plaintiffs seek within fifteen (15) days of receipt of a copy of this order with notice of entry. Counsel for the other parties may submit any objections to the proposed judgment's language to chambers in letter form.

The court severs the portion of the complaint that seeks an award of attorney's fees and court costs and commits it to a Special Referee to hear and determine.

Accordingly, for the foregoing reasons, it is hereby

ORDERED that the motion, pursuant to CPLR 3212, of defendants BPP ST Owner LLC and BPP PCV Owner LLC (motion sequence number 003) is denied; and it is further

ORDERED that so much of the cross motion, pursuant to CPLR 3212, of plaintiffs Stuyvesant Town-Peter Cooper Village Tenants' Association, Susan Steinberg as President and Tenant Representative of the Association and Beth Rosner, Steven Newmark, Rory O'Connor and Jodi Strauss, individually and as Association members (motion sequence number 003), as seeks summary judgment on the complaint is granted; and it is further

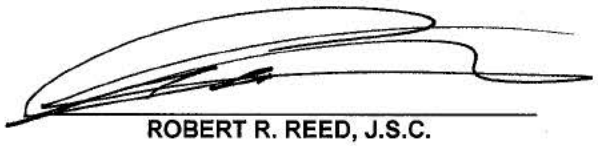
ORDERED that within fifteen (15) days of receipt of a copy of this order with notice of entry plaintiffs' counsel shall submit to chambers a proposed judgment setting forth the proposed text of both the declaration and the permanent injunction that it has been awarded summary judgment on; and it is further

ORDERED that the issue of the calculation of awards of attorney's fees and court costs in favor of plaintiffs is hereby referred to the Special Referee Clerk (Room 119, 646-386-3028 or spref@nycourts.gov) for placement at the earliest possible date upon the calendar of the Special Referees Part (Part SRP), which, in accordance with the Rules of that Part (which are posted on

the website of this court at www.nycourts.gov/supctmanh at the "References" link), shall assign this matter at the initial appearance to an available JHO/Special Referee to hear and determine as specified above; and it is further

ORDERED that counsel shall immediately consult one another and counsel for plaintiff/petitioner shall, within 15 days from the date of this Order, submit to the Special Referee Clerk by fax (212-401-9186) or e-mail an Information Sheet (accessible at the "References" link on the court's website) containing all the information called for therein and that, as soon as practical thereafter, the Special Referee Clerk shall advise counsel for the parties of the date fixed for the appearance of the matter upon the calendar of the Special Referees Part.

01/04/2023
DATE



ROBERT R. REED, J.S.C.

CHECK ONE:	[ ]	CASE DISPOSED		[X]	NON-FINAL DISPOSITION		
APPLICATION:	[ ]	GRANTED	[ ] DENIED	[X]	GRANTED IN PART	[ ]	OTHER
	[ ]	SETTLE ORDER		[ ]	SUBMIT ORDER		
CHECK IF APPROPRIATE:	[ ]	INCLUDES TRANSFER/REASSIGN		[ ]	FIDUCIARY APPOINTMENT	[ ]	REFERENCE