

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK – PART 57

PRESENT: Hon. Marcy S. Friedman, JSC

ROMONA TAPIA, JUANA GRULLON, INESSA
KORZHEVA, MARIA LANTIGUA, THELMA
LOPEZ, FLOIRA RODRIGUEZ, IRMA GARCIA,
GLORIA MERCADO, SAMUEL SANTIAGO,
ELYA MORGENSHTERN, JACINTH TURNER,
MARIYA KOLTUN, LEONID SHENDEROVICH,
TUBA VORNOVITSKAYA, ZINOVIIY VULFOV,
MOLKA ELIKHIS, ZLATA SIMAROV-KHUSID,
SEMEN LIBEROV and ILYA ALEKSANDROV,

Plaintiffs,

- against -

SUCCESSFUL MANAGEMENT CORP., 600
ACAD LLC D/B/A ROYAL MERCURY
HOLDINGS, LLC., BRIDGESTONE
ASSOCIATES, LLC., 165 SHERMAN AVENUE,
LLC., STELLAR MANAGEMENT, LLC., BP III
610 WEST 163RD STREET LLC., SIMPSON
REALTY CORP., YELLOWSTONE
PROPERTIES INC., 1440 OCEAN PARKWAY
LLC., KINGS AND QUEENS HOLDINGS LLC.,
ARBERN 315 OCEAN PARKWAY LLC., EILAT
MANAGEMENT CORPORATION, 3130
BRIGHTON 7TH AVENUE, LLC., 1776 EAST 13TH
STREET LLC., 1773 EAST 12TH STREET, LLC.,
BRIGHTON 7TH REALTY, LLC.,
BRIGHTWATER COURT, LLC. AND 3110
REALTY, LLC.

Defendants.

Index No.:400563/08

DECISION/ORDER

ACTION NO. 1

VLADIMIR DREYTSER, THEODOSHA ALEXANDER,
HILDA DIAZ, DILICIA ESCANO, LIYA IZYAGUYEVA,
YURIY KHASIS, ANATOLY KRONGAUZ, IZOLDA
MANDELBLAT, CARMEN ORTIZ, YOBANNY
RAMOS, MARIA REYES, PATRIA RODRIGUEZ,
RAMONA TINEO, INOCENCIA ACEVEDO,
LACHONNE MORTON, DIANA RIVERA, MILAGROS
RIVERA, ANGELA VALDES, LINDA COLON, ROZA
DZHANASHVILI, ALEKSANDR FLISFEDER,
GRAZYNA KONOPKA, KHANA MOSTOVA, LEONID
POVOLOTSKIY, MARIA DURAN, MARITZA
GUZMAN, NIKADAM KHAIMOV AND FABIOLA
NUNEZ

Index No.:401140/08

DECISION/ORDER

ACTION NO. 2

Plaintiffs,

ROSA CARRERAS, LYOBOV DAREVSKAYA, FAINA
LEVIN, MIKHAIL SHNEYDERMAN, EFIGENIA
PEREZ, SVETLANA MITTLEMAN and NELSA CRUZ

Intervenor Plaintiffs,

- against -

195 REALTY, LLC., MIRACLE PENTECOSTAL
CHURCH OF LORD JESUS, 153 SEAMAN REALTY,
LLC., MON-ROSE REALTY CORP., SCANDINAVIAN
HOMES, LLC., ALCO REALTY I LP., 55 PAYSON
AVENUE LLC., 180 REALTY, LLC., M&R REALTY,
LLC., WEST 187TH STREET PROPERTIES, INC., 2400
AMSTERDAM AVENUE REALTY CORP., PR 247
WADSWORTH, LLC., 1190 SHAKESPEARE AVENUE
CO., LP., MCCLENNAN EQUITIES, LLC., SUM
REALTY, CO., STELLAR SEDGWICK, LLC., K.T.2
LLC., TRIPLE AG CORP., A&R REALTY, LLC., 1347
OCEAN, LLC., B&Z REALTY CORP., ARBERN 315
OCEAN PARKWAY, LLC., BEACH REALTY, LLC.,
LONDON LEASING, LP., QP II 35-18 95 STREET, LLC.,
OREGON REALTY CO. AND JOHN KRUCK,

Defendants,

513 PROPERTIES INC., PRW ENTERPRISES LP.,
RUBIN OCEAN LLC., 1681 49TH STREET LLC.,
LICHTER REAL ESTATE TWO LLC, PASCOL
REALTY CORP., and 515 WEST REALTY LLC.,

Intervenor Defendants.

In this action, plaintiffs, who are low-income tenants of rent stabilized apartments, seek a judgment declaring that defendants, their respective landlords, are required to accept Section 8 vouchers to supplement plaintiffs' rental payments.¹ By order of this court dated October 28, 2008, plaintiffs in Actions Nos. 1 and 2, having agreed to withdraw their separately filed summary judgment motions, were directed to re-submit a joint motion for summary judgment briefing the following three issues: (1) whether the antidiscrimination clause of the J-51 Law, New York City Administrative Code §11-243(k), requires a landlord who receives benefits under the J-51 Law to accept a Section 8 voucher from a current tenant;² (2) whether recent amendments to Local Law 10, New York City Administrative Code §§ 8-101 et seq., require a landlord to accept a Section 8 voucher from a current tenant; and (3) whether Local Law 10 is preempted in whole or in part by federal and/or state law.³

The standards for summary judgment are well settled. The movant must tender evidence, by proof in admissible form, to establish the cause of action "sufficiently to warrant the court as a

¹The Section 8 program was established by federal law (42 USC § 1437f) to provide rent subsidies for lower income families "to enable them to obtain decent, safe and sanitary housing in the private sector." (Matter of Fair v Finkle, 284 AD2d 126, 127 [1st Dept 2001][internal quotation marks and citation omitted].) Pursuant to the Section 8 program, a participating tenant makes rental payments based on financial ability and the local housing authority, in this case the New York City Housing Authority ("NYCHA"), issues subsidy payments to the landlord to cover the balance. Once NYCHA issues the Section 8 voucher, the participating landlord and NYCHA enter into a Housing Assistance Payments ("HAP") contract. (See Rosario v Diagonal Realty, LLC, 8 NY3d 755, 760-761 [2007] cert denied, _ US _, 128 S Ct 1069 [2008].)

²For purposes of this motion, current tenant is defined as "a rent stabilized tenant of record who is currently living in an apartment pursuant to a rent stabilized lease with no Section 8 lease provision, and wishes to use the Section 8 voucher for that apartment." (October 28 Order at 6.)

³Subsequent to the commencement of this action, some of the plaintiffs settled their claims with defendants. The plaintiffs who have settled are Yuriy Khasis, Liya Izyguyeva, Theodosha Alexander, Maria Duran, Tuba Vornoviyskaya, Hilda Diaz, Nakadam Khaimov, Inocencia Acevedo, Roza Dzhanashvili, Grazyna Konopka, Efigenia Perez, Nelsa Cruz, Inessa Korzheva, Maria Lantigua, Thelma Lopez, Elya Morgenshtern, Jacinth Turner, Mariya Koltun, Leonid Shenderovich, Zinoviyy Vulfov, Molka Elikhis, and Ilya Aleksandrov.

matter of law in directing judgment.” (CPLR 3212[b]; Zuckerman v City of New York, 49 NY2d 557, 562 [1980].) “Failure to make such showing requires denial of the motion, regardless of the sufficiency of the opposing papers.” (Winegrad v New York Univ. Med. Ctr., 64 NY2d 851, 853 [1985].) Once such proof has been offered, to defeat summary judgment “the opposing party must ‘show facts sufficient to require a trial of any issue of fact’ (CPLR 3212, subd. [b]).” (Zuckerman, 49 NY2d at 562.)

Plaintiffs in Action No. 1 (“Tapia plaintiffs”) reside in buildings receiving J-51 benefits and claim that their landlords must accept their Section 8 vouchers under the antidiscrimination clause of the J-51 Law. Plaintiffs in Action No. 2 (“Dreytser plaintiffs”) are not residents in J-51 buildings but contend that their landlords must accept their Section 8 vouchers pursuant to the antidiscrimination clause of Local Law 10. While defendants concede that they must accept Section 8 vouchers for prospective tenants, they contend that the statutes do not obligate them accept the vouchers for current tenants who do not have leases requiring the acceptance of Section 8 benefits.

J-51 Law

The J-51 Law, New York City Administrative Code § 11-243(k), provides in pertinent part:

No owner of a dwelling to which the benefits of this section shall be applied, nor any agent, employee, manager or officer of such owner shall directly or indirectly deny to any person because of race, color, creed, national origin, gender, sexual orientation, disability, marital status, age, religion, alienage or citizenship status, or the use of, participation in, or being eligible for a governmentally funded housing assistance program, including, but not limited to, the section 8 housing voucher program and the section 8 housing certificate program, 42 U.S.C. 1437 et. seq., or the senior citizen rent increase exemption program, . . . any of the dwelling accommodations in such property or any of the privileges or services incident to occupancy therein. (Emphasis supplied.)

There is substantial authority that existing tenants of buildings receiving J-51 benefits who are eligible for Section 8 subsidies are entitled to the protections of the antidiscrimination provision of the J-51 Law. The Appellate Division has held that landlords may not refuse to accept Section 8 payments from existing tenants in J-51 buildings. (Kosoglyadov v 3130 Brighton Seventh, LLC, 54 AD3d 822 [2nd Dept 2008].) This Court has also held that this protection applies to current tenants of J-51 buildings whose leases do not contain provisions requiring their landlords to accept Section 8 benefits but who later become eligible for such benefits. (See Matter of Rizzuti v Hazel Towers Co. LP, 2008 NY Misc Lexis 2176 [Sup Ct, NY County, Mar. 27, 2008, Goodman, J., Index No. 406514/07; Timkovsky v 56 Bennett, LLC, 23 Misc 3d 997 [Supt Ct, NY County 2009] [Goodman, J.]. See generally Rosario v Diagonal Realty, LLC, 8 NY3d 755, supra [holding that landlords may not opt out of Section 8 and cease to accept Section 8 subsidies from existing tenants].)

Plaintiffs contend, based on this authority, that defendants' refusal to accept their Section 8 vouchers violates the J-51 Law. Defendants attempt to distinguish Kosoglyadov from the instant action by arguing that the tenants in that case had provisions in their leases requiring their landlords to accept Section 8 payments, whereas plaintiffs here do not. Defendants further argue that the holding in Kosoglyadov was based on the requirement of the Rent Stabilization Code that a renewal lease be on the same terms and conditions as the expired lease (see 9 NYCRR 2522.5[g][1]), and not on a violation of the J-51 Law.

Contrary to defendants' contention, the Kosoglyadov Court did not base its holding on the fact that the tenants' leases contained provisions stating that the landlords would accept Section 8 subsidies. Rather, the Court upheld the lower court's determination that the antidiscrimination provision of the J-51 Law required the landlords to accept the current tenants' subsidies. (54 AD3d at 824.)

The plain language of the J-51 Law compels the same conclusion. It is well settled that “the clearest indicator of legislative intent is the statutory text,” and that the court must give effect “to the plain meaning” of the statutory language. (Flores v Lower East Side Serv. Ctr., 4 NY3d 363, 367 [2005] [internal quotation marks and citation omitted].) Courts also should not construe statutes in a manner that would lead to “absurd and unexpected consequences.” (Wetzler v Roosevelt Raceway, Inc., 208 AD2d 120, 129 [1st Dept 1995] citing Matter of Chatlos v McGoldrick, 302 NY 380, 387-388 [1951].) As “anti-discrimination statutes are remedial, they must be interpreted liberally to achieve their intended purpose.” (Hispanic AIDS Forum v Estate of Bruno, 16 AD3d 294, 302-303 [1st Dept 2005].)

Defendants argue that the text of the J-51 Law itself does not include current tenants (as defined by this court) within the class of protected persons and thus was not intended to afford protection to plaintiffs here. However, by its unequivocal terms, the J-51 Law precludes discrimination against “any person” based on the use of or participation in the Section 8 program. (New York City Administrative Code § 11-243[k].) The statute does not exclude tenants whose leases do not require their landlords to accept Section 8 benefits. Accordingly, a plain reading of the statute does not support defendants’ contention that it was only intended to protect prospective tenants or tenants with leases permitting rental payments to be made with Section 8 benefits.

Defendants further argue that they are not in violation of the J-51 Law because they are not denying housing to current tenants, only refusing to accept their Section 8 benefits. This argument is without merit, as refusal of “the means of payment” has been held to violate the antidiscrimination provision of the J-51 Law. (Kosoglyadov, 54 AD3d at 824.) The contention that the J-51 Law “requires [the landlord] to accept the assisted tenant but not her voucher cannot be sustained, for it would have the effect of rendering the antidiscrimination provision

meaningless.” (Cosmopolitan Assocs., L.L.C. v Fuentes, 11 Misc 3d 37 [App Term, 2d & 11th Jud Dists 2006].)

Local Law 10

Local Law 10 of the Administrative Code of the City of New York, which applies to all rent stabilized tenants, contains a provision that is substantially similar to the antidiscrimination clause of the J-51 Law. Section 8-107(5)(a)(2) thus renders it an unlawful discriminatory practice for a landlord:

To discriminate against any person because of such person's actual or perceived race, creed, color, national origin, gender, age, disability, sexual orientation, marital status, partnership status, or alienage or citizenship status, or because of any lawful source of income of such person, or because children are, may be or would be residing with such person, in the terms, conditions or privileges of the sale, rental or lease of any such housing accommodation or an interest therein or in the furnishing of facilities or services in connection therewith. (Emphasis supplied.)⁴

The term “lawful source of income” includes Section 8 vouchers. (See NYC Admin Code § 8-102[25].)

Defendants argue that Local Law 10, like the J-51 Law, protects prospective tenants but not current tenants with whom the landlords do not have preexisting agreements to accept Section 8 vouchers. Defendants do not dispute the similarity of the terms of the antidiscrimination provisions of Local Law 10 and the J-51 Law. (See Ds.’ Joint Mem. of Law at 3.) On its face, Local Law 10 protects “any person” from discrimination based on lawful source of income, does not exclude current tenants, and thus provides the same antidiscrimination protections as the J-51 Law to current tenants who wish to use Section 8 benefits to pay rent. Indeed, if the Law were interpreted as defendants urge, it would provide protection to plaintiffs if they vacated their apartments and then moved back, in which event their landlords would be

⁴New York City Admin Code § 8-107(5)(c)(2) similarly makes it an unlawful discriminatory practice for real estate brokers to refuse to lease housing accommodations “to any person or group of persons” based on “any lawful source of income.”

obligated to accept their Section 8 vouchers. This is precisely the type of “absurd result” that would be reached if this court were to construe the statute in the manner that defendants suggest. (Timkovsky v 56 Bennett, LLC, 23 Misc 3d at 1001. See also East 187th St. L.L.C. v Walker [Civ Ct, Bronx County, Apr. 2, 2009, Villella, J., Index No. L & T 56537/08] [landlord’s refusal to accept Section 8 voucher from current tenant violates Local Law 10].)

Nor is defendants’ position supported by the legislative history of the statute.⁵

Defendants cite a March 26, 2008 report by the New York City Council Committee on General Welfare and a March 26, 2008 press statement by the City Council on passage of the legislation, both of which refer to “prospective tenants” as beneficiaries of the law. This selective citation ignores that the same documents also refer to the use of Section 8 benefits by existing as well as prospective tenants (see Mar. 26, 2008 Report at 5 [Ds.’ Ex. 3]), and state that Local Law 10 would help tenants with limited incomes to “find and maintain” affordable housing.” (City Council Press Statement [Ds.’ Ex. 5 at 1].) Contrary to defendants’ further contention, the City Council did not take the position that the only current tenants who would be subject to Local Law 10 were rent controlled tenants in small buildings.⁶

⁵Plaintiffs do not object to defendants’ citations to the legislative history. (See Consedine v Portville Cent. Sch. Dist., 12 NY3d 286 [2009] [Relevant legislative history may be considered as aid to construction even though terms of statute are clear].)

⁶Section 8-107(5)(o) of Local Law 10 makes the prohibition against discrimination based on source of income inapplicable to buildings with five or fewer units, except rent controlled units in such buildings. In its press statement, the City Council noted that “rent controlled tenants who reside in these small properties would come under the protection of the law.” (Ds.’ Ex. 5 at 2].) Contrary to defendants’ contention, the press statement does not reflect the City Council’s position that no other current tenants would be protected by the law. Rather, section 8-107(5)(o) is consistent with the City Council’s “[u]nderstanding that small landlords may have difficulty with the administrative burden that can come with the Section 8 program,” and the Council’s decision therefore to “exempt landlords who own five or fewer units,” except as to existing rent controlled tenants. (Ds.’ Ex. 5 at 2.) Section 8-107(5)(o) gives relief to small landlords. It does not carve out a limited category of existing tenants who would be subject to the protections of the law – rent controlled tenants in buildings with five or fewer units – and distinguish them from all other categories of existing tenants – rent controlled tenants in buildings with six or more units and all rent stabilized tenants. Defendants do not suggest, nor could they, that there is a rational basis for the asserted distinction between rent controlled tenants of small

Finally, defendants' interpretation of Local Law 10 ignores the preamble which indicates that the law covers current tenants and thus states: "Legislative Intent. The Council hereby finds that some landlords refuse to offer available units because of the source of income tenants, including current tenants, plan to use to pay the rent. In particular, studies have shown that landlords discriminate against holders of section 8 vouchers because of prejudices they hold about voucher holders. This bill would make it illegal to discriminate on that basis." (Council of City of NY Intro No. 61-A, § 1, proposing amendment to Administrative Code § 8-101 [Mar. 25, 2008].) The preamble is not part of the statute but may be considered as an aid to interpretation to the extent that there is any ambiguity in the statute. (Statutes § 122.)

The court has considered defendants' remaining contentions and finds them to be without merit. The court accordingly holds that the antidiscrimination clauses of the J-51 Law and Local Law 10 prohibit defendants from refusing to accept Section 8 benefits from current tenants.

Preemption of Local Law 10

Defendants argue that Local Law 10 is preempted by federal law because participation in the Section 8 program is voluntary. In support of this argument, defendants rely on the First Department's decision in Mother Zion Tenant Assn. v Donovan (55 AD3d 333 [1st Dept 2008], lv denied 11 NY3d 915 [2009].) This case held that Local Law 79 (Administrative Code of City of NY § 26-801 et seq.), a statute that required owners either to remain in the Section 8 program or to sell their property to the tenants at a rate set by a panel of appraisers, was preempted by federal law because it conflicted with the voluntary nature of the Section 8 program. (Id. at 336.) The Mother Zion court recognized that Local Law 79 was distinguishable from

buildings and those of buildings with six or more units. Moreover, in covering rent controlled tenants in buildings with five or fewer units, the City Council cannot have been distinguishing between rent controlled and rent stabilized tenants in such buildings, because it is axiomatic that rent stabilization is not applicable to units in buildings with less than six units.

antidiscrimination laws. (Id. at 337.) As held in Rosario v Diagonal Realty, LLC (8 NY3d 755, supra), the 1998 amendments to the Section 8 program, which permitted landlords to opt out of the program after expiration of tenants' leases, did not pre-empt either the rent stabilization law provision requiring leases to be renewed upon the same terms and conditions as expiring leases, or the J-51 antidiscrimination clause prohibiting landlords from discriminating against tenants who receive Section 8 assistance. (8 NY3d at 764 n 5. Accord Kosoglyadov 54 AD3d at 824.) While the J-51 Law was at issue in Rosario and Kosoglyadov, the same reasoning applies to Local Law 10 as it is also an antidiscrimination law providing many of the same protections as J-51. (See Timkovsky v 56 Bennett, LLC, 23 Misc 3d 997, supra.) Accordingly, Local Law 10 is not preempted by federal law.

Lastly, defendants argue that Local Law 10 is preempted by the New York State Urstadt Law (L 1971, ch 372, as amended by L 1971, ch 1012 [McKinney's Uncons Laws of NY § 8605]), which provides in pertinent part:

No housing accommodations presently subject to regulation and control pursuant to local laws or ordinances adopted or amended under authority of this subdivision shall hereafter be by local law or ordinance or by rule or regulation which has not been theretofore approved by the state commissioner of housing and community renewal subjected to more stringent or restrictive provisions of regulation and control than those presently in effect.

Defendants contend that if Local Law 10 were held to protect existing tenants who previously were not Section 8 recipients, then defendants would be forced to enter into HAP contracts with NYCHA that would include more restrictive terms and conditions than those contained in the regulations to which they are currently subject under the rent stabilization law.

Defendants' reliance on the Urstadt Law is misplaced. There is no authority that this law prohibits local legislation that promotes the important public policy against invidious discrimination. Rather, as the Court of Appeals has explained, the Urstadt Law "was intended to

check City attempts, whether by local law or regulation, to expand the set of buildings subject to rent control or stabilization. . . . [T]he Urstadt Law limits City attempts to enlarge its regulatory control over landlords.” (See City of New York v New York State Div. of Hous. and Community Renewal, 97 NY2d 216, 227 [2001].) Defendants’ acceptance of plaintiffs’ Section 8 vouchers will have no impact in expanding the buildings subject to the rent stabilization law or expanding regulation under the rent laws, and thus does not offend the objective of the Urstadt Law.

Nor do defendants submit any evidence in support of their bare assertion that the requirement that they enter into HAP contracts will limit the rent increases that they could obtain under the rent stabilization law. More particularly, defendants claim that they will be subjected to more stringent limitations on rent increases than imposed by the rent stabilization law because the HAP contract requires landlords to charge “reasonable rent” or rent “reasonable in comparison to rent for other comparable unassisted units.” (HAP Contract at 4, § 6 [Ds.’ Ex. 8].) However, defendants submit no evidence that reasonable rents for Section 8 purposes are or would be lower than rent stabilized rents. While defendants also assert that the standard HAP contract precludes landlords from charging for major capital improvements (“MCI”) while Section 8 leases are in effect, defendants do not dispute that NYCHA’s guidelines expressly authorize MCI increases during the terms of Section 8 leases. (NYCHA Memorandum, dated Jan. 5, 1999, III [E] [Ps.’ Ex. E.]) This case is therefore distinguishable from cases in which the Urstadt Law was found to have been violated where local legislation sought to eliminate rent increases that were applicable to rent regulated units. (Compare e.g. Mayer v City Rent Agency, 46 NY2d 139 [1978].)

While the antidiscrimination clause of Local Law 10 may impose an additional burden on landlords of rent stabilized tenants, that burden is incidental to the prohibition of discrimination.

It does not increase the regulation to which the landlords are subject under the rent stabilization law or diminish the rent increases to which landlords are entitled under that law, and therefore does not violate the Urstadt Law. (Cf. City of New York v New York State Div. of Hous. and Community Renewal, 97 NY2d 216, supra; Bryant Westchester Realty Corp. v Board of Health of the City of New York, 91 Misc 2d 56, 59 [1977] [Urstadt Law does not bar local legislation adopted for public safety purposes even if it may affect rent regulated housing].) The court therefore holds that Local Law 10 is not preempted by state law.

Accordingly, it is hereby ORDERED that the motion of the Tapia plaintiffs for summary judgment for declaratory and injunctive relief is granted to the following extent:

It is hereby ORDERED, ADJUDGED, and DECLARED that the antidiscrimination clause of the J-51 Law (New York City Administrative Code § 11-243[k]) prohibits defendant-landlords in the Tapia action from refusing to accept Section 8 benefits from plaintiff-tenants; and it is further

ORDERED, ADJUDGED, and DECLARED that defendant-landlords are directed to accept the Tapia plaintiffs' Section 8 vouchers and execute all documents necessary to effectuate acceptance within 10 days after service of a copy of this order with notice of entry; and it is further

ORDERED that the motion of the Dreytser plaintiffs for summary judgment for declaratory and injunctive relief is granted to the following extent:

It is hereby ORDERED, ADJUDGED, and DECLARED that the antidiscrimination clause of Local Law 10 (New York City Administrative Code §§ 8-101 et seq.) prohibits defendant-landlords in the Dreytser action from refusing to accept Section 8 benefits from plaintiff-tenants; and it is further

ORDERED, ADJUDGED, and DECLARED that defendant-landlords are directed to

accept the Dreytser plaintiffs' Section 8 vouchers and execute all documents necessary to effectuate acceptance within 10 days after service of a copy of this order with notice of entry; and it is further

ORDERED that nothing in this order shall preclude defendants in both actions from objecting to the eligibility of named plaintiffs for Section 8 assistance on grounds other than their status as current tenants; and it is further

ORDERED that plaintiffs in the Tapia and Dreytser actions shall settle judgment setting forth the names of each plaintiff and each plaintiff's respective defendant-landlord who is subject to this declaration; and it is further

ORDERED that the parties shall appear in Part 57 of this Court on August 20, 2009, at 11:00 a.m. (Room 328) for a conference on all outstanding issues in these actions.

This constitutes the decision, order, and judgment of the court.

Dated: New York, New York
July 20, 2009

MARCY FRIEDMAN, J.S.C.