

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. ANIL C. SINGH
SUPREME COURT JUSTICE
Justice

PART 61

Index Number : 651495/2010
BURBRIDGE, RICHARD
vs
SOHO PLAZA CORP.
Sequence Number : 005
STRIKE

INDEX NO.
MOTION DATE
MOTION SEQ. NO.

The following papers, numbered 1 to , were read on this motion to/for
Notice of Motion/Order to Show Cause — Affidavits — Exhibits
Answering Affidavits — Exhibits
Replying Affidavits

Upon the foregoing papers, it is ordered that this motion by defendant to strike
plaintiff's jury demand is granted over opposition.
plaintiff does not dispute that the proprietary
lease (1742) contains a jury waiver. It is
well settled that such a waiver is valid and
binding (Waterside Holding Corp v Lusk, 233

AD 456 (1st Dept 1931) see also Ingot Alley
of Mid-Island Inc v. Mid-Island Shipping
Plaza Inc, 103 AD2d 797 (2nd Dept 1984).

Accordingly, to motion to strike the jury
demand is granted.

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE
FOR THE FOLLOWING REASON(S):

JUL 07 2014

Dated: 7/7/14

HON. ANIL C. SINGH, J.S.C.
SUPREME COURT JUSTICE

- 1. CHECK ONE: CASE DISPOSED, NON-FINAL DISPOSITION
2. CHECK AS APPROPRIATE: MOTION IS: GRANTED, DENIED, GRANTED IN PART, OTHER
3. CHECK IF APPROPRIATE: SETTLE ORDER, SUBMIT ORDER, DO NOT POST, FIDUCIARY APPOINTMENT, REFERENCE

SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

HON. ANIL C. SINGH
PRESENT: JUSTICE
Justice

PART 61

BURBRIDGE, RICHARD, ET AL.

INDEX NO. 651495/10

MOTION DATE _____

MOTION SEQ. NO. 04

MOTION CAL. NO. _____

SOHO PLAZA CORP.

The following papers, numbered 1 to _____ were read on this motion to/for _____

Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...

Answering Affidavits — Exhibits _____

Replying Affidavits _____

PAPERS NUMBERED

Cross-Motion: Yes No

Upon the foregoing papers, it is ordered that this motion by plaintiffs to compel defendant to provide unredacted engineering data from James Blum, P.E., to provide all Department of Building filing, to undertake and complete all remediation measures including chating ongoing leaks, and to designate counsel to negotiate roof right amendments' is denied.

The relief plaintiffs seek stems from a stipulation dated 11/13/13 which provides that the parties will retain counsel to negotiate roof right modifications and that the parties' experts will meet and confer to develop "a scope of work which is envisioned to be part of a possible potential settlement agreement."

The "stipulation" is an agreement to agree. It lacks the material terms to be enforceable (Behan v. eCommission Solutions, LLC, 2014 WL 2841139 (1st Sept 2014)).

Defendant is directed to provide all municipal filings that are in its possession within 30 days of today or an affidavit stating that no such items are in its possession.

Dated: legal fees are denied.

HON. ANIL C. SINGH J.S.C.
SUPREME COURT JUSTICE

Check one: FINAL DISPOSITION

NON-FINAL DISPOSITION

Check if appropriate: DO NOT POST

REFERENCE

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE FOR THE FOLLOWING REASON(S):

JUL 27 2014

7/2/14